



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

Monday, August 10, 2020

4:30 pm

Council Chambers
Civic Centre

	Pages
1. Adoption of Minutes	14 - 34
Mover Councillor M. Shoemaker Seconder Councillor S. Hollingsworth Resolved that the Minutes of the Regular Council Meeting of 2020 07 13 and Special Council Meeting of 2020 07 27 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 D. Hilsinger Seconder Councillor P. Christian Resolved that the Agenda for 2020 08 10 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Canada United	
6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
Mover Councillor D. Hilsinger Seconder Councillor S. Hollingsworth	

Resolved that all the items listed under date 2020 08 10 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Municipal Accommodation Tax – Waiver of Penalties and Interest 35 - 36

A report of the Chief Administrative Officer is attached for the consideration of Council.

The relevant By-law 2020-158 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.2 2019 Audited Financial Statements 37 - 78

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance dated 2020 08 10 concerning 2019 Audited Financial Statements be received and that the Audited Consolidated Financial Statements and Trust Fund Statements for 2019 be approved.

6.3 Second Quarter Financial Report: COVID-19 Financial Implications 79 - 105

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance dated 2020 08 10 concerning Second Quarter Financial Report to 2020 06 20: COVID-19 Financial Implications be received as information.

6.4 RFP – Professional Services – Feasibility Study and Preliminary Design Concept for Kinsmen Centre 106 - 107

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

The relevant By-law 2020-150 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5 RFP – Online Learning/Training System 108 - 109

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2020 08 10 concerning RFP – Online Learning/Training System be received and that the proposal submitted by Noverant as required by Human Resources and Public Works for the three (3) year period commencing August 2020 (with the option for up to two (2) additional years by mutual agreement) be approved.

6.6 Smart Industrial/Business Park 110 - 136

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 08 10 concerning Smart Industrial/Business Park be received as information.

6.7 Broadband Application to Support a Next-Generation Broadband Network in Ward 5 137 - 139

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 08 10 concerning Broadband Application to Support a Next-Generation Broad Band Network in Ward 5 be received and that the submission of an application to CENGN for a pilot project to support the deployment of a next-generation broadband network in Ward 5 be approved.

6.8 GFL Memorial Gardens Fan-Friendly Pricing 140 - 145

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2020 08 10 concerning Fan-Friendly pricing be received and that Council approve fan-friendly pricing options as a permanent product offering at the GFL Memorial Gardens.

6.9 Northern Transfer Point Agreement with Sault College 146 - 149

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

The relevant By-laws 2020-142 and 2020-157 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

A by-law authorizing the execution of the related transfer payment agreement to access related ICP funding will appear on a future Council Agenda.

6.10 Supplemental Funding Request – Ermatinger-Clergue National Historical Site 150 - 159

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

The relevant By-law 2020-145 is listed under 11 of the Agenda and will be read with all by-laws under that item.

6.11 Community War Memorial Grant Agreement 160 - 161

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

The relevant By-law 2020-146 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Rental Housing Incentive Program Extension 162 - 164

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

The relevant By-law 2020-155 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 Outdoor Patio Approvals 165 - 166

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

The relevant By-law 2020-156 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 Downtown Public Realm Priorities – NOHFC Funding 167 - 170

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2020 08 10 concerning Downtown Public Realm priorities be received and that Council authorize staff to proceed with the procurement required to implement the downtown public realm priority projects as recommended.

6.15 Wellington Street Underpass – Public Works Remedial Work 171 - 172

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2020 08 10 concerning Wellington Street Underpass remedial work be received and that the Miscellaneous Construction budget be approved to fund the effort.

6.16 Contract 2020-4E – Boardwalk Remediation 173 - 179

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

The relevant By-law 2020-154 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 08 10 concerning Boardwalk Remediation be received and that Contract 2020-4E be awarded to Avery Construction Limited; further that a portion of the upgrades to the street lighting system on St. Mary’s River Drive be included in this contract; and that Tulloch Engineering’s engineering fee estimate be increased by \$9,475 to include the design of the St. Mary’s River Drive street lighting.

The relevant By-law 2020-154 authorizing execution of the contract with Avery Construction Limited appears under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Connor Road Culvert Tender 180 - 183

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

The relevant By-law 2020-148 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Parking Lot Lease – 272 Wellington Street West 184 - 185

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

The relevant By-law 2020-151 is listed under item of 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**
- 7.3.1 Soo Greyhounds Memorial Cup 2021 Bid** 186 - 205

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

Mover Councillor D. Hilsinger
Seconder Councillor P. Christian
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 08 10 concerning the Soo Greyhounds Memorial Cup 2021 bid be received and that the request for funding in the amount of \$300,000 from the Economic Development Fund for the Soo Greyhounds to host the 2021 Memorial Cup be approved.
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.7.1 A-2-20-Z 305 Selby Road (Mike Savino)** 206 - 217

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

Mover Councillor D. Hilsinger
Seconder Councillor P. Christian
Resolved that the report of the Junior Planner dated 2020 08 10 concerning Rezoning Application A-2-20-Z 305 Selby Road be received and that Council approve the application and rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces;

Further that the Legal Department be requested to prepare the by-law necessary to effect the same.
- 7.7.2 A-11-19-Z 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)** 218 - 235

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

Mover Councillor D. Hilsinger
Seconder Councillor P. Christian
Resolved that the report of the Planner dated 2020 08 10 concerning rezoning

application A-11-19-Z be received and that Council approve the application and rezone the subject properties from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to permit two multiple-attached buildings subject to the following provisions:

1. A 1.8 metre fence must be constructed along the east lot line;
2. A 2.4 metre fence must be installed between the subject property and 232 Prentice Avenue;
3. The subject property be deemed as an area of site plan control;

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

7.7.3 A-3-20-Z 36 Wright Street (BDI Holdings Limited)

236 - 252

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

Mover Councillor P. Christian

Seconder Councillor M. Shoemaker

Resolved that the report of the Planner dated 2020 08 10 concerning rezoning application A-3-20-Z be received and that Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

1. Permit a multiple attached building;
2. Permit parking spaces in the required front yard;
3. Reduce the required front yard setback from 7.5 metres to 5.8 metres;
4. Reduce the required rear yard setback from 10 metres to 6.7 metres;
5. The subject property be deemed as an area of site plan control;

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

7.7.4 A-4-20-Z 35 Fairview Avenue (Willson)

253 - 265

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that the report of the Planner date 2020 08 10 concerned rezoning application A-4-20 Z be received and that Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R2.S) with the following special exceptions:

1. Permit a triplex;
2. Reduce the parking requirement from 4 to 3 spaces with a combined stall width not exceeding 8.5 metres;

3. Permit parking spaces in the required front yard setback;
4. Reduce the west side yard setback from 1.2 to 0.9 metres;
5. Permit a stairway structure to project to within 0 metres of the west lot line subsequent to Ontario Building Code requirements;
6. The subject property be deemed an area of site plan control.

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

7.8 Boards and Committees

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

8.1 Insurance Requirements for Patios

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Whereas during the current COVID-19 environment many eating establishments have developed outdoor patios to serve customers and maintain business operations; and

Whereas patios offer an alternative for patrons; and

Whereas currently in Sault Ste. Marie applicants must maintain minimum liability insurance of \$2,000,000, which increases to \$5,000,000 where alcohol is involved; and

Whereas the increase in insurance liability can raise premiums for business owners on average from \$1,600 to \$2,000; and

Whereas many other municipalities across Ontario only require \$2,000,000 in liability insurance where alcohol is served (City of Sudbury, City of Toronto, City of Waterloo, City of Barrie); and

Whereas to promote and support local businesses to grow and thrive;

Now Therefore Be It Resolved that the Legal Department be requested to review and report back regarding insurance requirements for all patio establishments including a by-law amendment fixing liability insurance at \$2,000,000.

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 D. Hilsinger
Secunder Councillor P. Christian
Resolved that all By-laws under item 11 of the Agenda under date 2020 08 10 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 2020-141 Procurement Policies and Procedures** 266 - 295
Council Report was passed by Council resolution on July 13, 2020.
Mover Councillor D. Hilsinger
Secunder Councillor P. Christian
Resolved that By-law 2020-141 being a by-law that establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2020.
- 11.1.2 **By-law 2020-142 (Agreement) Sault College (Northern Transfer Point)** 296 - 338
A report from the Director, Community Services is on the Agenda.
Mover Councillor D. Hilsinger
Secunder Councillor P. Christian
Resolved that By-law 2020-142 being a by-law to authorize the execution of the Agreement between the City and Sault College of Applied Arts and Technology for the long-term lease to support the construction of the Northern Transfer Point be passed in open Council this 10th day of August, 2020.
- 11.1.3 **By-law 2020-145 (Agreement) Rural Economic Development Program (RED)** 339 - 372
A report from the Director, Community Services is on the Agenda.
Mover Councillor D. Hilsinger
Secunder Councillor P. Christian
Resolved that By-law 2020-145 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 Agriculture, Food and Rural Affairs for funding under the Rural Economic Development Program be passed in open Council this 10th day of August, 2020.
- 11.1.4 **By-law 2020-146 (Agreement) Community War Memorial Grant** 373 - 389
A report from the Manager of Recreation and Culture is on the Agenda.
Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-146 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 Veterans Affairs for funding in the amount of \$24,986 to support the restoration of the Memorial Tower be passed in open Council this 10th day of August, 2020.

11.1.5 By-law 2020-147 (Agreement) GFL LED Lighting Upgrades 390 - 497

Council Report was passed by Council resolution on July 13, 2020.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-147 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for LED Lighting Upgrades in the arena bowl at the GFL Memorial Gardens be passed in open Council this 10th day of August, 2020.

11.1.6 By-law 2020-148 (Agreement) Connor Road Culvert Repair 498 - 500

A report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-148 being a by-law to authorize the execution of the Contract between the City and EllisDon Civil Ltd. for the Connor Road culvert repair (Contract 2020-10E) be passed in open Council this 10th day of August, 2020.

11.1.7 By-law 2020-150 (Agreement) Kinsmen Club Feasibility Study and Design Concept 501 - 571

A report from the Manager Purchasing is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-150 being a by-law to authorize the execution of the Agreement between the City and IDEA Inc. for the Feasibility Study and Preliminary Design Concept for Kinsment Centre be passed in open Council this 10th day of August, 2020.

11.1.8 By-law 2020-151 (Agreement) 272 Wellington Street West Parking Lot Lease 572 - 577

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

Mover Councillor D. Hilsinger

Secunder Councillor P. Christian

Resolved that By-law 2020-151 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Housing Corporation for the Parking Lot Lease for the City Property comprising 272 Wellington Street West be passed in open Council this 10th day of August.

11.1.9 By-law 2020-154 (Agreement) Boardwalk Remediation 578 - 580

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

Mover Councillor D. Hilsinger

Secunder Councillor P. Christian

Resolved that By-law 2020-154 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the construction of scour protection along the St. Mary's River waterfront from the viewing platform east of the Clergue Generating Station to the Fort Creek Bridge, and the construction of approximately 260 meters of concrete break wall on the landward side of the walkway including all landscape restoration and new street lighting along St. Mary's River Drive (Contract 2020-4E) be passed in open Council this 10th day of August, 2020.

11.1.10 By-law 2020-155 (Planning) Rental Housing Incentive Program Extension 581 - 581

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

Mover Councillor D. Hilsinger

Secunder Councillor P. Christian

Resolved that By-law 2020-155 being a by-law to extend the Rental Housing Community Improvement Plan for an addition two years be passed in open Council this 10th day of August, 2020.

11.1.11 By-law 2020-156 (Agreement) Outdoor Patio 582 - 614

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

Mover Councillor D. Hilsinger

Secunder Councillor P. Christian

Resolved that By-law 2020-156 being a by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and further make minor variations from the standard Outdoor Patio Agreement and Sidewalk Patios Requirements and Guidelines to suit the needs of the particular user and circumstances be passed in open Council this 10th day of August, 2020.

11.1.12 By-law 2020-157 (Agreement) PUC Private Power Line Crossing Northern Transfer Point 615 - 616

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-157 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. for the Private Power Line Crossing – Crossing Private Property Acknowledgement be passed in open Council this 10th day of August, 2020.

11.1.13 By-law 2020-158 Amend By-law 2018-218 Municipal Accommodation Tax (MAT) 617 - 617

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-158 being a by-law to amend the Municipal Accommodation Tax By-law 2018-218 be passed in open Council this 10th day of August, 2020.

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

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

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

13. Closed Session

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that this Council proceed into closed session to discuss two proposed acquisitions or dispositions of land;

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

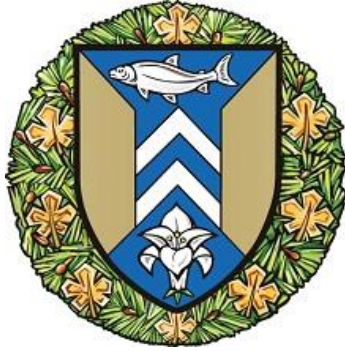
Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

14. Adjournment

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, July 13, 2020
4:30 pm
Council Chambers
Civic Centre
by 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. Milosevich, P. Niro, D. Elliott, D. McConnell, B. Lamming, T. Anderson, F. Pozzebon, M. Borowicz-Sibenik, J. King, F. Coccimiglio, T. Vecchio, M. Zuppa

13. Closed Session

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss:

- a proposed acquisition or disposition of land; and
- a 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(s) without the need for a further authorizing resolution.

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

Carried

1. Adoption of Minutes

Moved by: Councillor L. Dufour
Seconded by: Councillor R. Niro

Resolved that the Minutes of the Regular Council Meeting of 2020 06 29 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 - Tender for LED Lighting Upgrades – GFL Memorial Gardens

Successful bidder is a client of law firm.

3.2 Councillor M. Shoemaker - Economic Growth Incentive Program – Agawa Canyon Tour Train Building

Recipient of the grant is a client of law firm.

3.3 Councillor M. Shoemaker - Cycling Lanes Line Painting and Pavement Symbols Contract

Contract is being awarded to a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2020 07 13 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Algoma Public Health – COVID-19 Update

Dr. Jennifer Loo, Associate Medical Officer of Health/Director of Health Protection was in attendance.

5.2 Pridefest Week

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2020 07 13 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Correspondence – Minister of Municipal Affairs

6.2 Tender for LED Lighting Upgrades – GFL Memorial Gardens

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

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that the tender for LED lighting upgrades in the arena bowl at GFL Memorial Gardens be awarded to S & T Electrical Contractors Limited at their low tendered price, meeting specifications, of \$228,000.00 plus HST, and that the City's consultant be authorized to issue the needed Letter of Intent for the project;

Further that an additional amount of up to \$28,000 from the Green Committee Reserve to fund this project be approved.

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

Carried

6.3 Tender for Three Motor Graders

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that the tender for the purchase of three (3) graders c/w snow wings and front blades as required by Public Works and Engineering Services be awarded to Brandt Tractor Ltd. at their tendered price including maintenance agreement of \$455,579.24 plus HST, per unit, be approved;

Further be it resolved that the purchase be funded from an annual repayment from Public Works and Engineering Services Operations Hired Equipment Operating account of \$185,000 for the next 7-1/2 years.

Carried

6.4 Tender for Lease of Four Loaders

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that the tender for the lease of four (4) Articulated Front End Wheel Loaders as required by Public Works and Engineering Services be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of \$5,078.50 plus HST, per unit, for each periodic payment be approved.

Carried

6.5 Destination Marketing Strategy

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that acceptance of the proposal submitted by Doug & Partners Inc. for the provision of a Destination Marketing Strategy with fees of \$98,500.00 plus HST as outlined in the proposal as submitted, as required by Community Development and Enterprise Services be approved.

Carried

6.6 Property Tax Appeals

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Taxation dated 2020 07 13 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

Carried

6.7 Carpenters Constitutional Challenge

The report of the Director of Human Resources was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Human Resources dated 2020 07 13 be received and that an additional \$100,000 be approved to continue with the Constitutional Challenge (Carpenters); further that Mathews Dinsdale continue to represent the City in this process on a sole source basis.

Carried

6.8 Rainbow Crosswalk

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 07 13 concerning the installation of a rainbow crosswalk be received and that staff be authorized to proceed with the painting of a rainbow crosswalk on the southern portion of the intersection of Bay Street and East Street at a cost of \$13,300 plus HST to come from the uncommitted funding from the 2020 capital budget.

Carried

6.9 Norgoma Sale Agreement

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

The relevant By-law 2020-140 is listed under item 11 of the Minutes.

6.10 COVID-19 Community Services Agreements and Permits

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

The relevant By-law 2020-139 is listed under item 11 of the Minutes.

6.11 Transit Route Optimization Update Supporting the Northern Transfer Point

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Community Services dated 2020 07 13 concerning Transit Route Optimization Update Supporting the Northern Transport Point be received as information.

Carried

6.12 Seniors Community Grant Application

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2020 07 13 concerning Seniors Community Grant Application be received and that staff be authorized to apply to Ministry for Seniors and Accessibility – Seniors Community Grant Program.

Carried

6.13 Rental Housing Incentive Program Extension to 2022

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 07 13 concerning an extension of the Rental Housing Incentive Program be received and that Council authorize public notice for this matter to be heard on August 10, 2020.

Carried

6.14 DCIP – Financial Incentive Grant Applications – July 2020

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Senior Planner dated 2020 07 13 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the grant applications identified in the report be approved.

Carried

6.15 Economic Growth Incentive Program – Agawa Canyon Tour Train Building

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

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 07 13 concerning the Economic Growth Incentive Program be received and that Council approve a 100% municipal property tax increment rebate for the new Agawa Canyon Tour Train station project for three years.

Carried

6.16 Cycling Lanes Line Painting and Pavement Symbols Contract

Councillor M. Shoemaker declared a conflict on this item. (Contract is being awarded to a client of law firm.)

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of Senior Planner dated 2020 07 13 concerning Cycling Lanes Line Painting and Pavement Symbols Contract be received and that the contract be awarded to Superior Asphalt; further that the Legal Department be requested to prepare an amendment to Traffic By-law 77-200.

Carried

6.17 Fleet Management Services Review – FCM Asset Management Funding

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Public Works dated 2020 07 13 be received and that staff be authorized to apply for a grant opportunity from the Federation of Canadian Municipalities Municipal Asset Management Program for the Fleet Management Services Review;

Further that the municipality commits to conducting the activities in its proposed project submitted to the Federation of Canadian Municipalities Municipal Asset Management Program to advance its asset management program: complete a fleet management services review;

Further that the municipality commits up to \$55,000 from its 2020 capital allocation for equipment through the Public Works Equipment Reserve toward the costs of this initiative.

Carried

6.18 Miscellaneous Paving – Contract 2020-9E

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

The relevant By-law 2020-139 is listed under item 11 of the Minutes.

6.19 West End Sewage Treatment Plant Dechlorination System Retrofit

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2020-137 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

7.4.1 By-Law Enforcement Task Force

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Engineering on behalf of the By-Law Enforcement Task Force dated 2020 07 13 be received and the recommendations that staff be authorized to proceed to:

- Map processes with anticipated timelines for: 1. Property Standards, 2. Yard Maintenance, 3. Sewer-Use, and 4. Drainage Agreements on title;
- Strike an ongoing task force (comprised of three members of Council (Councillors Dufour, Niro and Shoemaker), Building, Engineering, Legal and DSSAB staff with assistance from Police and Fire Services when required) to meet regularly to address repeat problems and regularly review processes for continuous improvement in expediting enforcement, and assemble an inventory of potential units for the DSSAB Affordable Home Ownership Pilot Program (task force to meet at least semi-annually);
- Amend Procurement By-law 2016-143 by raising the current \$2,500 threshold for low value purchases to \$5,000, and the current \$15,000 threshold for informal quotations to \$30,000, (amended by-law to follow at a future Council meeting for approval);
- Amend Property Standards By-law 2012-09 to enhance the regulation of vacant lands and buildings (amended by-law to follow at a future Council meeting for approval);

- Request an operating increase in the 2021 budget for a part-time by-law enforcement officer;
- Develop GIS applications for mapping and monitoring trends in the geographical components of enforcement;
- Develop more performance indicators to track successes and identify areas for improvement;
- Enhance complaint tracking system so that updates can be entered by the Legal Department as well as the Building Division to improve internal communications for all parties; and,
- Publish all process maps on the City web page to enhance external communications.

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

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

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

8.1 Finn Hill

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

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

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

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

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

Whereas the suggested ideas may complement the 2016-2020 Sault Ste. Marie Corporate Strategic Plan and FutureSSM goals, especially with regard to improving the quality of life for the families of our community; and

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

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

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

8.2 Canada/United States Border Closure

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

Whereas due to the COVID-19 pandemic Canada and the United States agreed to close their shared border on March 21, 2020 and that closure, with exceptions, has been extended to July 21, 2020; and

Whereas Canada has managed to slow the spread of COVID-19 across the country including our own community of Sault Ste. Marie and District of Algoma; and

Whereas the United States has not slowed the spread of COVID-19 and cases continue to grow in the United States at a much more significant rate than Canada; and

Whereas Canadians across the country including here in Sault Ste. Marie have made and continue to make many sacrifices to slow the spread of COVID-19 and minimize the risk to each other and our larger community; and

Whereas Mayor Provenzano has been working with his border city mayoral colleagues across Ontario to advocate for and support the continued closure of the Canada/United States border with the current terms and conditions;

Now Therefore Be It Resolved that this resolution shall serve to support the Federal Government’s decision to close the Canada/US border and to request that the Federal Government maintain its current position until the risk of the COVID-19 travelling into Canada from the United States is minimized and there is objective data that indicates the growth and spread of the COVID-19 virus across the United States has slowed dramatically and is at a minimum consistent with the growth and spread of the virus in Canada;

Further Be It Resolved that this resolution shall serve to support the work that Mayor Provenzano has undertaken with his mayoral colleagues across Ontario and encourages that work to continue until Council directs otherwise.

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

8.3 Chamber of Commerce – Property Tax

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Whereas the Sault Ste. Marie Chamber of Commerce and the Burlington Chamber of Commerce have drafted a policy resolution that is supported by numerous other Chambers and Boards of Trade across the province; and

Whereas the resolution has been submitted to the Ontario Chamber of Commerce to form part of its ongoing advocacy agenda for 2020; and

Whereas it is recognized that community-based economic prosperity comes from the retention and expansion of businesses that exist in the community and provide future job opportunities by investing in and expanding their market opportunities; and

Whereas the City of Sault Ste. Marie passed a Long Term Tax Policy on November 21, 2016 and a Long Term Tax Policy Review on March 19, 2018 to address the tax ratios between the residential, commercial and industrial tax classes; and

Whereas the Sault Ste. Marie Industrial Tax Class has been subject to significant property valuations shifts affecting the allocation, collection and shift of burden within the Industrial Class that has had a detrimental effect on the Industrial Tax Class; and

Whereas it has been identified that the existing tax tools available to municipalities do not provide enough targeted relief to specific areas/types of properties to assist in mitigating localized tax impact resulting from significant reassessment valuations;

Therefore Be It Resolved that, Sault Ste. Marie City Council endorses the policy resolution submitted to the Ontario Chamber of Commerce which urges the Government of Ontario to:

- Honour its 2019 Budget Commitment to ensure a modern and competitive property tax system and to develop an action plan to respect Ontario's property taxpayers based on meaningful and thoughtful consultation and collaboration with affected stakeholders including: residents, business, industry, municipalities, and subject matter experts; and
- Consider providing new revenue and/or property tax mitigation tools and flexibility to municipalities in order to manage property tax burdens in a fair and equitable manner, address new economic paradigms, and to target relief to business property owners/tenants in response to local tax policy priorities and objectives; and
- Address the significant disparity between residential and non-residential property tax rates for education tax purposes;

Further that a copy of this resolution be sent to the Minister of Energy Northern Development and Mines Greg Rickford, Minister of Finance, Rod Phillips, Minister of Municipal Affairs and Housing Steve Clark, Northern Municipal Association, Association of Municipalities of Ontario, the Federation of Canadian Municipalities, the Members of Provincial Parliament for Sault Ste. Marie, the Cities of Timmins, Thunder Bay, Sudbury and North Bay.

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

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2020 07 13 be approved.

Carried

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

11.1.1 By-law 2020-137 (Agreement) AECOM Canada Ltd. West End Treatment Plant Dechlorination System

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-137 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the West End Sewage Treatment Plant Dechlorination System Retrofit be passed in open Council this 13th day of July, 2020.

Carried

11.1.2 By-law 2020-138 (Agreement) Miscellaneous Paving Contract (Contract 2020-9E)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-138 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the Miscellaneous Paving Contract (Contract 2020-9E) be passed in open Council this 13th day of July, 2020.

Carried

11.1.3 By-law 2020-139 (Agreements and Signing Authority) COVID Delegation

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-139 being a by-law to approve the standard form Amending Agreement for Tier 1 Users of City Facilities and the Licence to Occupy City Property Agreement and delegate to the Assistant City Solicitor/Senior Litigation Council or his/her delegate signing authority to execute same on behalf of the City of Sault Ste. Marie ("City"); to approve the standard form Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract and delegate to the Manager of Recreation & Culture or his/her delegate signing authority to execute same on behalf of the City; to approve the standard form Facility Use Agreement and delegate to the Director of Community Services or his/her delegate signing authority to execute same on behalf of the City; and to approve the standard form Licence to Occupy City Property Agreement (Community Events) and delegate to the Deputy CAO – Community Development & Enterprise Services or his/her delegate signing authority to execute same on behalf of the City, all for the purpose of adding necessary COVID-19 language to each agreement be passed in open Council this 13th day of July, 2020.

Carried

11.1.4 By-law 2020-140 (Agreement) Norgoma Asset Purchase Agreement (Tobermory Real Estate Investors Inc.)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2020-140 being a by-law to authorize the execution of the Agreement between the City and Tobermory Real Estate Investors Inc. for the sale of the M.S. Norgoma to Tobermory Real Estate Investors Inc. of Tobermory, ON be passed in open Council this 13th day of July, 2020.

Carried

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

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

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

14. Adjournment

Moved by: Councillor L. Vezeau-Allen

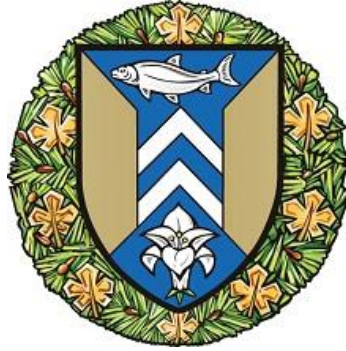
Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



The Corporation of the City of Sault Ste. Marie
Special Meeting of City Council
Minutes

Monday, July 27, 2020
4:30 pm
Council Chambers
Civic Centre
by video conference

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

Absent: Councillor S. Hollingsworth

Officials: M. White, R. Tyczinski, T. Vair, K. Fields, P. Johnson, D. Elliott, S. Hamilton Beach, D. McConnell, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa

1. Approve Agenda as Presented

Moved By Councillor L. Dufour
Seconded By Councillor R. Niro

That the Agenda for the 2020 07 27 Special City Council Meeting as presented be approved.

Carried

2. Declaration of Pecuniary Interest

3. Declaration of Mutual Commitment and Friendship

Moved By Councillor L. Vezeau-Allen

Seconded By Councillor M. Bruni

Whereas in Ontario, over 85 percent of Indigenous people live in municipalities; and

Whereas the growing percentage of Indigenous people living in municipalities and the Friendship Centres that serve them participate in and contribute to municipal community life; and

Whereas the Friendship Centres have existed in Ontario municipalities for over half a century and have vital roles to play in community development, social cohesion, and improving the quality of life for Indigenous people living in urban and rural areas; and

Whereas the Friendship Centres receive their mandate from their communities and are inclusive of all Indigenous people; and

Whereas municipal governments have a growing and critical role in human and social services and community development and many have shown leadership in working in partnership with Indigenous organizations; and

Whereas the Truth and Reconciliation Commission defines reconciliation as “an ongoing process of establishing and maintaining respectful relationships”; and

Whereas strengthening relations between Indigenous and non-Indigenous people is essential to municipal governments, Friendship Centres, and communities across Ontario; and

Whereas municipal governments play an important role in providing and delivering valuable programs and services to meet the needs of their residents, as well as being responsible, in all or some part, for over two hundred and eighty (280) pieces of provincial legislation that impact daily life of all who live in Ontario; and

Whereas many municipal governments and Friendship Centres have taken up the responsibility to collaborate on a variety of initiatives that improve Indigenous quality of life and have had tangible community impacts; and

Whereas municipal governments are on the front-lines working directly with all individuals to support and determine social determinants of health, demonstrating a notion of direct responsibility contributing to community wellbeing and prosperity; and

Whereas the Association of Municipalities of Ontario (AMO) has developed the Indigenous Relations Task Force to advise the AMO Board of Directors on municipal-Indigenous relationship building; and

Whereas the Ontario Federation of Indigenous Friendship Centres (OFIFC) was founded in 1971 and works to support, advocate for and build the capacity of member Friendship Centres across Ontario; and

Whereas the Friendship Centre Movement is the largest Indigenous service network in the province supporting the vibrant and quickly growing Indigenous population through programming, research, education, and policy advocacy; and

Whereas AMO and OFIFC are partnering on a variety of initiatives to improve collaboration and information sharing amongst our membership, not limited to the work of the AMO-OFIFC Indigenous Relations Working Group and an AMO – OFIFC Memorandum of Understanding; and

Whereas this declaration is a living document that municipal governments and Friendship Centres can sign onto or use as a framework for the development of local or regional declarations that can be added to this declaration;

Now Therefore Be it Resolved that the Council of the City of Sault Ste. Marie recognizes:

1. That Indigenous people reside and build community and resilience in municipalities across Ontario;
2. The value of Indigenous knowledge and expertise to design, plan, implement, and evaluate public policy and programs that impact the wellbeing of Indigenous people is paramount;
3. The responsibility taken up by Indigenous Friendship Centres to meet Indigenous community need;
4. The value of building relationships and partnerships with Friendship Centres to improve the quality of life of Indigenous people in their municipality; and
5. That the exchange of information and skills within and between municipal governments and related associations contribute to improved understanding in the area of Indigenous relations.

That signatory Ontario Indigenous Friendship Centres recognize:

1. That they are and have been leaders in urban Indigenous community development and in reflecting and responding to the needs of Indigenous people in municipalities for over half a century;
2. That they are engaged in local and regional affairs and that they contribute to municipal life and that they lead the Indigenous social, community, economic, and cultural development of municipalities across Ontario;
3. The responsibility taken up by municipal governments to meet and serve Indigenous communities;

4. That municipal governments provide essential services that Friendship Centre community members rely on to thrive;
5. That municipal governments are leaders in Ontario in meeting community needs through local programs, services and community development, be they in human and social services, public safety or public works/infrastructure, and are integral to community well-being and the social determinants of health;
6. That the development and maintenance of good relationships and partnerships with municipal governments is essential to achieving long-term positive impact on Indigenous communities; and
7. That Friendship Centres acknowledge that they operate in a municipal landscape and rely on municipal governments.

And that all signatories recognize:

1. That we are uniquely positioned to improve community-wellbeing through local policy development, programs and services as we are well-equipped to be responsive to community needs;
2. That community-identified needs and priorities should provide the basis for policy and program development, and that we are uniquely positioned to improve the quality of life of Indigenous people living in municipalities;
3. That mutual respect, responsibility, trust, transparency and collaboration to meet common community priorities are key principles of relationship building between non-Indigenous and Indigenous organizations;
4. That the Friendship Centres and municipal governments play key roles in working against racism, inequality, discrimination, and stigma within and between communities;
5. That the goal of this declaration is to provide municipal governments and Friendship Centres with a framework for relationship-building to advance reconciliation in communities across Ontario;
6. That the goal of this declaration is to enhance social cohesion between Indigenous and non-Indigenous people and support closer cultural, social and civic ties between Indigenous and non-Indigenous people;
7. That we can play a leadership role and set a standard by advancing reconciliation locally and regionally through partnerships and collaboration;
8. That fostering local and regional partnerships is integral to improving the quality of life for all communities; and

9. That we establish and maintain an ongoing dialogue and working relationships at the local and provincial orders.

Further that Sault Ste. Marie City Council authorize the Mayor to sign, in conjunction with the Sault Ste. Marie Indian Friendship Centre, the joint AMO-OFIFC Declaration of Mutual Commitment and Friendship on behalf of the municipality and participate in related concurrent activities during the 2020 AMO Conference.

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

4. Procedure By-Law Amendment – Electronic Participation in Meetings

The report of the City Clerk was received by Council.

5. By-law 2020-144 – Amendment to Procedure By-law 2013-100

Moved By Councillor L. Vezeau-Allen

Seconded By Councillor M. Bruni

Resolved that By-law 2020-144 being a by-law to amend Procedure By-law 2013-100 to allow for electronic participation in open and closed meetings of City Council (and its boards and committees) and that members who participate in open or closed meetings electronically be counted for purposes of quorum be passed in open Council this 27th day of July 2020.

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

July 27 2020 Special Council Minutes

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

6. Adjournment

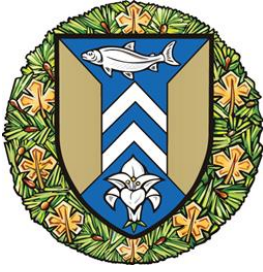
Moved By Councillor L. Dufour
Seconded By Councillor R. Niro

That this Council shall now adjourn.

Carried

Mayor

City Clerk



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Municipal Accommodation Tax – Waiver of Penalties and Interest

PURPOSE

To seek Council's approval of waiving interest and penalties on Municipal Accommodation Tax (MAT) remittances until the end of 2020.

BACKGROUND

At the July 14, 2020 Council meeting, by-law 2020-135 was approved waiving interest and penalty provisions on MAT remittances until August 31, 2020.

ANALYSIS

As Council is aware, the negative financial effects of the pandemic have had a significant impact on the local accommodation industry. With the cancellation of the Agawa Canyon Tour Train fall season, the negative impacts will continue to be experienced by this sector. As with the waiver of penalties and interest on property tax payments, staff will continue to assess and analyse the relevant indicators and report back to Council in the fall with further recommendations on how to proceed.

FINANCIAL IMPLICATIONS

Elsewhere on the agenda the 2nd Quarter Financial report lists the financial impact the pandemic has had on MAT revenue to date.

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:

The relevant by-law 2020-158 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

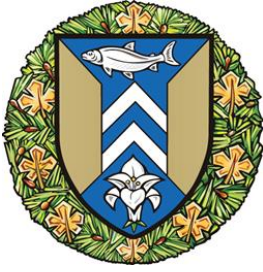


Malcolm White

CAO

705.759.5347

cao.white@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jacob Bruzas, CPA, CA, Manager of Finance
DEPARTMENT: Corporate Services
RE: 2019 Audited Financial Statements

PURPOSE

The purpose of this report is to approve the attached draft Audited Consolidated Financial Statements and Trust Fund Statements for the year ended December 31, 2019.

BACKGROUND

The Finance Committee met on July 22, 2020 with the City's auditor KPMG LLP, Chartered Professional Accountants, to review the 2019 City financial audit and the following resolution was approved:

Moved by: D. Hilsinger

Seconded by: S. Hollingsworth

Resolved that the Finance Committee receive the 2019 Audited Financial Statements and recommend to City Council for approval.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Finance dated 2020 08 10 concerning the 2019 Audited Financial Statements be received and the recommendation that the Audited Consolidated Financial Statements and Trust Fund Statements for 2019 be approved.

2019 Audited Financial Statements

2020 08 10

Page 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jacob Bruzas', written over a faint horizontal line.

Jacob Bruzas, CPA, CA
Manager of Finance
705.759.5356
j.bruzas@cityssm.on.ca

Consolidated Financial Statements of

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

Year ended December 31, 2019

DRAFT

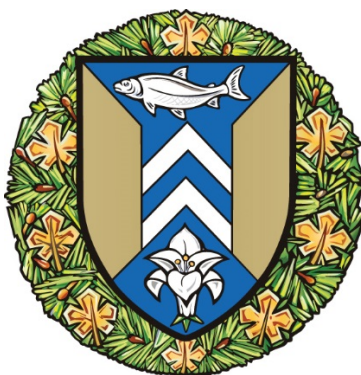
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Financial Statements

Year ended December 31, 2019

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DRAFT



Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City") are the responsibility of the City's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of the consolidated financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The City's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

The finance committee meets with management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the City. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the City's consolidated financial statements.

Chief Administrative Officer

Chief Financial Officer / City Treasurer



KPMG LLP
111 Elgin Street, Suite 200
Sault Ste. Marie ON P6A 6L6
Canada
Telephone (705) 949-5811
Fax (705) 949-0911

INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

Opinion

We have audited the consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City"), which comprise:

- the consolidated statement of financial position as at December 31, 2019
- the consolidated statement of operations and accumulated surplus for the year then ended
- the consolidated statement of change in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2019 and its consolidated results of operations, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***" section of our auditors' report.

We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.



Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada
August 10, 2020

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Financial Position

December 31, 2019, with comparative information for 2018

	2019	2018
Financial assets		
Cash and cash equivalents	\$ 92,416,792	\$ 85,822,804
Taxes receivable	2,432,323	4,692,539
Accounts receivable	23,124,060	15,420,247
Other current assets	6,088	132,202
Investment in government business enterprises (note 6)	77,164,453	73,898,660
	<u>195,143,716</u>	<u>179,966,452</u>
Financial liabilities		
Accounts payable and accrued liabilities	27,380,698	19,670,692
Deferred revenue (note 3)	5,885,578	874,876
Net long-term liabilities (note 4):		
The Corporation of the City of Sault Ste. Marie	3,285,928	4,870,508
Net long-term liabilities (note 5):		
Public Utilities Commission of the City of Sault Ste. Marie	5,158,807	5,917,394
Landfill closure and post closure liability (note 13)	24,869,266	24,050,475
Future employee benefit obligations (note 12)	40,021,468	39,070,294
	<u>106,601,745</u>	<u>94,454,239</u>
Net financial assets	88,541,971	85,512,213
Non-financial assets:		
Tangible capital assets (note 14)	486,445,837	469,008,319
Prepaid expenses	707,070	640,407
Inventories	2,760,557	2,528,478
	<u>489,913,464</u>	<u>472,177,204</u>
Contingent liabilities (note 11)		
Commitments (note 18)		
Accumulated surplus (note 15)	<u>\$ 578,455,435</u>	<u>\$ 557,689,417</u>

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2019, with comparative information for 2018

	Budget (note 7)	2019	2018
Revenue:			
Property taxation	\$ 117,173,658	\$ 117,658,457	\$ 113,863,528
Taxation from other governments	4,366,415	4,347,638	4,366,620
Fees and user charges	57,736,887	55,590,868	54,297,466
Government grants (note 16)	37,262,407	32,129,765	34,505,629
Interest income	5,735,000	6,747,524	7,735,285
Other	2,108,335	2,475,748	2,716,683
Developer contributions (note 14)	-	628,287	146,070
Gain on disposal of tangible capital assets	-	104,021	-
Net income of government business enterprises (note 6)	-	4,275,873	2,846,869
Total revenue	224,382,702	223,958,181	220,478,150
Expenses:			
General government	17,274,680	18,069,082	17,115,233
Protection services	44,147,667	49,253,399	45,125,431
Transportation services	35,053,565	37,081,452	38,775,936
Environmental services	27,182,141	27,893,881	26,054,214
Health services	11,007,068	11,192,967	10,746,671
Social and family services	19,325,542	19,168,426	19,147,555
Recreation and cultural services	17,916,174	17,179,199	17,501,922
Planning and development	2,846,626	3,709,693	3,944,993
Amortization of tangible capital assets	19,636,975	19,644,064	19,432,461
Loss on disposal of tangible capital assets	-	-	181,250
Total expenses	194,390,438	203,192,163	198,025,666
Annual surplus	29,992,264	20,766,018	22,452,484
Accumulated surplus, beginning of year	557,689,417	557,689,417	535,236,933
Accumulated surplus, end of year	\$ 587,681,681	\$ 578,455,435	\$ 557,689,417

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Changes in Net Financial Assets

Year ended December 31, 2019, with comparative information for 2018

	Budget (note 7)	2019	2018
Annual surplus	\$ 29,992,264	\$ 20,766,018	\$ 22,452,484
Acquisition of tangible capital assets	(64,867,477)	(37,270,616)	(30,938,469)
Amortization of tangible capital assets	19,636,975	19,644,064	19,432,461
(Gain)/loss on sale of tangible capital assets	-	(104,021)	181,250
Proceeds on sale of tangible capital assets	-	293,055	574,820
	(15,238,238)	3,328,500	11,702,546
Change in prepaid expenses	-	(66,663)	(341,455)
Change in inventories	-	(232,079)	(145,436)
Change in net financial assets	(15,238,238)	3,029,758	11,215,655
Net financial assets, beginning of year	85,512,213	85,512,213	74,296,558
Net financial assets, end of year	\$ 70,273,975	\$ 88,541,971	\$ 85,512,213

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Cash Flows

Year ended December 31, 2019, with comparative information for 2018

	2019	2018
Cash provided by (used in):		
Operating activities:		
Annual surplus	\$ 20,766,018	\$ 22,452,484
Items not involving cash:		
Amortization of tangible capital assets	19,644,064	19,432,461
(Gain)/loss on sale of tangible capital assets	(104,021)	181,250
Developer contributions	(628,287)	(146,070)
Change in future employee benefit obligations	951,174	2,322,968
Change in landfill closure and post-closure liability	818,791	327,249
Net income of government business enterprises (note 6)	(4,275,873)	(2,846,869)
	37,171,866	41,723,473
Change in non-cash assets and liabilities:		
Taxes receivable	2,260,216	20,820,400
Accounts receivable	(7,703,813)	(581,798)
Other current assets	126,114	(33,334)
Prepaid expenses	(66,663)	(341,455)
Inventories	(232,079)	(145,436)
Accounts payable and accrued liabilities	7,710,006	(2,532,013)
Deferred revenue	5,010,702	(1,164,607)
	44,276,349	57,745,230
Capital activities:		
Proceeds on sale of tangible capital assets	293,055	574,820
Cash used to acquire tangible capital assets	(36,642,329)	(30,792,399)
	(36,349,274)	(30,217,579)
Investing activities:		
Dividends received from Government Business Enterprises	1,010,080	1,220,160
Financing activities:		
Repayment of long-term liabilities	(2,343,167)	(2,172,130)
Net change in cash	6,593,988	26,575,681
Cash and cash equivalents, beginning of year	85,822,804	59,247,123
Cash and cash equivalents, end of year	\$ 92,416,792	\$ 85,822,804

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

The City of Sault Ste. Marie (the "City") is a municipality that was created on April 16, 1912 pursuant to the Municipal Act. The City provides municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations.

1. Significant accounting policies:

The consolidated financial statements of the City are prepared by management in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. Significant accounting policies adopted by the City are as follows:

(a) Basis of consolidation:

(i) Consolidated entities

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City except for the City's government business enterprises which are accounted for on the modified equity basis of accounting.

These entities and organizations include:

Sault Ste. Marie Police Services Board
Public Utilities Commission of the City of Sault Ste. Marie ("Commission")
Sault Ste. Marie Public Library

Interdepartmental and inter-organizational transactions and balances between these entities and organizations have been eliminated.

(ii) Investment in Government Business Enterprises

The City's investment in PUC Inc. and PUC Services Inc. is accounted for on a modified equity basis, consistent with Canadian generally accounting principles as recommended by PSAB for investments in government business enterprises. Under the modified equity basis, PUC Inc.'s and PUC Services Inc.'s accounting policies are not adjusted to conform with those of the municipality and inter-organizational transactions and balances are not eliminated. The City recognizes its equity interest in the annual income or loss of PUC Inc. and PUC Services Inc. in its consolidated statement of operations with a corresponding increase or decrease in its investment asset account. Any dividends that the City may receive from PUC Inc. and PUC Services Inc. will be reflected as reductions in the investment asset account.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

1. Significant accounting policies (continued):

(iii) Related entities:

The consolidated financial statements do not reflect the assets, liabilities, sources of financing, expenses and the activities of the following Boards and enterprises which are not under the control of Council.

Algoma Public Health
District of Sault Ste. Marie Social Services Administration Board
Board of Management of Queenstown
Sault Ste. Marie Public Region Conservation Authority

(iv) Trust funds:

Trust funds and their related operations administered by the City are not included in the consolidated financial statements.

(b) Basis of accounting:

The City follows the accrual method of accounting for revenues and expenses. Revenues are normally recognized in the year in which they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and/or the creation of a legal obligation to pay.

(c) Revenue recognition:

The City prepared tax billings based on assessment rolls issued by the Municipal Property Assessment Corporation, in accordance with rates established and approved annually by Council and the Province of Ontario. Taxation revenue is recognized in the period in which the taxes are levied.

Government transfers are recognized in the period in which the events giving rise to the transfer occurred, provided that the transfer is authorized and the amount can be reasonably estimated. Government grants are recognized when approved to the extent the related expenditures have been incurred and collection can be reasonably assured.

User fees and other revenues are recognized when the services are performed or goods are delivered, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists and fees are fixed or determinable. Amounts received for future services are deferred until the service is provided.

(d) Temporary investments:

Temporary investments are recorded at the lower of cost and market value.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

1. Significant accounting policies (continued):

(e) Inventories:

Inventories held for resale are stated at the lower of cost and net realizable value, while inventories of supplies are stated at lower of cost and replacement value.

(f) Deferred revenue:

Deferred revenues represent licenses, permits and other fees which have been collected, but for which the related services or inspections have yet to be performed. These amounts will be recognized as revenues in the fiscal year the services are performed.

(g) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

i. Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less (if applicable) residual value of the tangible capital assets excluding land, are amortized on a straight-line basis over their estimated useful lives as follows:

Asset	Useful Life - Years
Landfill and land improvements	10 - 30 years
Buildings and building improvements	10 - 60 years
Vehicles	3 - 15 years
Machinery and equipment	5 - 25 years
Infrastructure	15 - 100 years

Half year amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

ii. Contributions for tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also recorded as revenue.

iii. Leased tangible capital assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

1. Significant accounting policies (continued):

(h) Use of estimates:

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include assumptions used in estimating provisions for accrued liabilities, landfill liability and in performing actuarial valuations of employee future benefits.

In addition, the City's implementation of the Public Sector Accounting Handbook PS3150 has required management to make estimates of historical cost and useful lives of tangible capital assets.

Actual results could differ from these estimates.

(i) Employee future benefits:

- i. The City provides certain benefits which will require funding in future periods. These benefits include sick leave, benefits under the Workplace Safety and Insurance Board ("WSIB") Act, and life insurance, extended health and dental benefits for early retirees.

The costs of sick leave, benefits under the Workplace Safety and Insurance Board Act and life insurance, extended health and dental benefits are actuarially determined using management's best estimate of salary escalation, accumulated sick days at retirement, insurance and health care cost trends, long-term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulated over the periods of service provided by employees, such as retirement gratuities, compensated absences and health, dental and life insurance benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for workers' compensation and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

- ii. The costs of multi-employer defined contribution pension plan benefits, such as the Ontario Municipal Employees Retirement System ("OMERS") pensions, are the employer's contributions due to the plan in the period.

(j) Landfill liability:

The liability for closure of operational sites and post-closure care has been recognized based on estimated future expenses, estimated inflation and the usage of the site's capacity during the year.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

2. Tax revenues:

Property tax billings are prepared by the City based on an assessment roll prepared by the Municipal Property Assessment Corporation ("MPAC"), an agency of the Ontario government. All assessed property values in the City were reviewed and new values established based on a common valuation date which was used by the City in computing the property tax bills for 2019. However, the property tax revenue and tax receivables of the City are subject to measurement uncertainty as a number of significant appeals submitted by ratepayers have yet to be heard.

The City has established an allowance for tax appeals and other items in the amount of \$2,210,000 (2018 - \$1,820,000). Any supplementary billing adjustments made necessary by the determination of such changes will be recognized in the fiscal year they are determined.

3. Deferred revenue:

The balances in the deferred revenue of the City consist of:

	2019	2018
Development charges act	\$ -	\$ 19,072
Provincial Gas Tax	7,504	38,722
Federal Gas Tax	4,629,070	391,957
Parkland	391,141	315,704
Building permits Bill 124	256,625	109,421
Other programs	601,238	-
	\$ 5,885,578	\$ 874,876

Continuity of deferred revenue is as follows:

	2019	2018
Balance, beginning of year:		
Development charges act	\$ 19,072	\$ 12,922
Provincial Gas Tax	38,722	37,228
Federal Gas Tax	391,957	1,333,138
Parkland	315,704	464,470
Building permits Bill 124	109,421	191,725
	874,876	2,039,483
Other revenue	51,061	83,817
Interest earned	121,169	125,111
Total revenue	172,230	208,928
Contributions deferred	4,947,410	-
Contributions used	(108,938)	(1,373,534)
Balance, end of year	\$ 5,885,578	\$ 874,876

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

4. Net long-term liabilities:

	2019	2018
Net long-term liabilities incurred by:		
The Corporation of the City of Sault Ste. Marie	\$ 3,285,928	\$ 4,870,508

Principal repayments recoverable over the next three years are as follows:

2020	\$ 1,612,297
2021	636,337
2022	23,527

The annual principal and interest payments required to service the long-term obligations of the City are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

The long-term obligations issued in the name of the City have received approval of the Ontario Municipal board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law.

The above long-term debt has various maturity dates and interest rates ranging from due on demand to 2022 and 0% to 7.74% respectively. Interest paid in the year and included in current expenses is \$202,583 (2018 - \$287,471).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

5. Net long-term liabilities:

	2019	2018
Net long-term liabilities incurred by:		
Public Utilities Commission of the City of Sault Ste. Marie	5,158,807	5,917,393

Principal repayments recoverable over the next five years are as follows:

2020	\$ 782,518
2021	807,205
2022	832,670
2023	858,938
2024	886,035

The loan is repayable \$77,660 monthly including interest at 3.11% and matures on January 12, 2026.

The Corporation of the City of Sault Ste. Marie (the "Guarantor") guarantees payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Commission to the Bank. The Guarantor shall be limited to the sum of \$8,000,000 together with interest from the date of demand for repayment.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

6. Investment in government business enterprises:

PUC Inc. is incorporated under the laws of the Province of Ontario and provides municipal electrical distribution and other services to the residents of Sault Ste. Marie as well as other communities in Northern Ontario. The City owns 100% of the outstanding shares of PUC Inc. PUC Services Inc. is incorporated under the laws of the Province of Ontario and provides management, operations and maintenance services related to water, wastewater and electrical services to its related entities and other organizations. The City owns 100% of the outstanding shares of PUC Services Inc.

The following schedule reflects the combined financial information of PUC Inc. and PUC Services Inc. as at December 31:

	2019	2018
Financial Position:		
Current assets	\$ 36,351,182	\$ 37,413,970
Notes receivable	8,515,331	8,315,331
Future income tax assets	580,000	780,000
Capital assets	116,348,287	112,424,721
Goodwill	3,627,340	–
Regulatory assets	3,563,593	505,380
Total assets	\$ 168,985,733	\$ 159,439,402
Current liabilities	\$ 27,106,479	\$ 20,986,017
Employee future benefit obligations	2,095,366	1,796,238
Notes payable	75,703,158	77,101,493
Long-term debt	2,097,174	–
Deferred revenue	10,766,518	10,887,407
Regulatory liabilities	5,772,585	6,739,588
Total liabilities	123,541,280	117,510,743
Shareholder's equity	45,444,453	41,928,659
Total liabilities and equity	\$ 168,985,733	\$ 159,439,402

The note payable to the City of \$6,720,000 is unsecured, bears interest at 6.1% per annum, and is payable one year after demand. The note payable to the City of \$25,000,000 is unsecured, bears interest at rates negotiated periodically, currently 6.1%, and is payable one year after demand.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

6. Investment in government business enterprises (continued):

	2019	2018
Results of operations:		
Revenues	\$ 129,033,195	\$ 106,618,157
Expenses	(123,661,766)	(104,105,613)
Provision for payment in lieu of taxes	(693,354)	(74,907)
Other comprehensive income (loss)	(402,202)	409,232
Net income for the year	\$ 4,275,873	\$ 2,846,869
The City's investment in government business enterprises is comprised of:		
Common shares	\$ 15,668,248	\$ 15,668,248
Special shares	15,513,300	15,513,300
Accumulated other comprehensive income (loss)	251,025	653,228
Retained earnings	14,011,880	10,343,884
Equity, end of year	45,444,453	42,178,660
Notes receivable	31,720,000	31,720,000
Investment in government business enterprises	\$ 77,164,453	\$ 73,898,660

Related Party Transactions

Related party transactions between the City and its government business enterprises are as follows:

- (i) At December 31, 2019, the City has the following amounts included in the consolidated statement of financial position:

A receivable of \$3,638,662 (2018 - \$1,083,879) for sewer surcharges, interest and dividends.

A payable of \$1,043,588 (2018 - \$1,514,543) for street lighting and various electricity and water invoices

- (ii) Revenues included in the Consolidated Statement of Operations and Accumulated Surplus of the City are:

	2019	2018
Interest on note receivable	\$ 1,934,920	\$ 1,934,920
Other interest	102,122	45,682
Dividends	1,010,080	1,220,160
Property taxes	315,231	352,057
	\$ 3,362,353	\$ 3,552,819

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

6. Investment in government business enterprises (continued):

Related Party Transactions (continued)

- (iii) Expenses included in the Consolidated Statement of Operations and Accumulated Surplus of the City are:

	2019	2018
Management fees charged to Commission	\$ 5,088,197	\$ 5,143,447
Electricity and electricity services	4,277,141	4,019,843
Water and wastewater services	3,519,733	3,386,282
Electricity charged for streetlights	635,219	811,058
Streetlight maintenance	438,079	433,344
	<u>\$ 13,958,369</u>	<u>\$ 13,793,974</u>

Transactions with related parties are in the normal course of operations and are recorded at the exchange amount, which is the amount agreed to by the related parties. It is management's opinion that the exchange amount represents fair market value for these services.

7. Budget figures:

The Budget By-law adopted by Council for the 2019 year was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. The budget figures anticipated use of reserves to reduce current year expenses in excess of current year revenues to \$Nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. As a result, the budget figures presented in the consolidated statements of operations and accumulated surplus and change in net financial assets represent the financial plan adopted by Council with adjustments as follows:

	2019	2018
Adopted budget by-law for the year	\$ -	\$ -
Adjustments to adopted budget:		
Debt principal repayments	3,423,071	3,691,789
Investment in tangible capital assets	64,867,477	56,172,844
Amortization of tangible capital assets	(19,636,975)	(19,319,744)
Net transfer to/from reserves and other	(18,661,308)	(14,197,148)
Budget surplus per consolidated statement of operations and accumulated surplus	<u>\$ 29,992,264</u>	<u>\$ 26,347,741</u>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

8. Pension agreements:

The City makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of all permanent, full-time members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2019 was \$6,726,547 (2018 - \$6,388,210) is included as an expense on the consolidated statement of operations and accumulated surplus.

9. Operations of school boards:

During 2019, the City collected and transferred property taxes totaling \$19,634,158 (2018 - \$20,045,813) on behalf of area school boards.

10. Trust funds:

The trust funds administered by the City amounting to \$8,496,336 (2018 - \$8,205,182) are presented in a separate financial statement of trust fund balances and operations. As such balances are held in trust by the City for the benefit of others; they are not presented as part of the City's financial position or financial activities. At December 31, 2019, the trust fund balances are comprised of:

	2019	2018
Cemetery Care and Maintenance funds	\$ 5,832,001	\$ 5,703,229
Pre-need assurance	2,436,878	2,295,658
Transit employees' pension	79,645	77,954
Historic Sites	101,382	82,261
Heritage Sault Ste. Marie	29,529	28,901
Ontario Home Renewal Program	2,916	3,565
Cultural Endowment	13,985	13,614
	<u>\$ 8,496,336</u>	<u>\$ 8,205,182</u>

11. Contingent liabilities:

The City has been named in litigation matters, the outcome of which is not determinable and accordingly, no provision has been made for them in these consolidated financial statements. Should any loss result from these claims, such loss would be charged to operations in the year of resolution.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

12. Employee future benefit obligations:

Employee future benefits are liabilities of the City to its employees and early retirees for the following benefits earned but not taken as at December 31, 2019 are as follows:

	2019	2018
Future payments required to W.S.I.B.	\$ 13,688,183	\$ 13,402,821
Post-employment and post-retirement benefits	16,702,240	16,026,042
Vacation pay	7,145,921	7,487,585
Non-vesting sick leave benefits	2,485,124	2,153,846
Employee future benefit obligations	\$ 40,021,468	\$ 39,070,294

Post employment and post retirement benefits

The City provides non-pension benefits to employees and retirees until they reach 65 years of age. The values that follow have been estimated based upon employee data available during the actuarial review which was completed as at December 31, 2019.

The benefit liability continuity is as follows:

	2019	2018
Accrued benefit liability, January 1	\$ 16,026,042	\$ 15,375,038
Expense	2,116,602	1,513,974
Payments	(1,440,404)	(862,970)
Accrued benefit liability, December 31	\$ 16,702,240	\$ 16,026,042

Significant assumptions

Discount rate	3.00%
Health cost increase	5.0% - 6.25%

Non-vesting sick leave benefits

Sick leave benefits accrue to City employees at a rate of one and a half days per month. Unused sick days are banked and may be used in the future if sick leave is beyond yearly allocation. No cash payments are made for unused sick time upon termination or retirement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

12. Employee future benefit obligations (continued):

Accrued vacation pay

Accrued vacation pay represents the liability for vacation entitlements earned by employees but not taken as at December 31, 2019.

Future payments for Worker's Safety and Insurance Board (WSIB)

Under the provisions of the Workplace Safety and Insurance Board Act, the City has elected to be treated as a Schedule 2 employer and remits payments to the WSIB as required, to fund current disability payments. An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability.

13. Landfill closure and post-closure liability:

The Environmental Protection Act sets out the regulatory requirements to properly close and maintain all active and inactive landfill sites. Under environmental law, there is a requirement for closure and post-closure care of solid waste landfill sites. This requirement is to be provided for over the estimated life of the landfill site based on usage.

Landfill closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspection and maintenance. The reported liability is based on estimates and assumptions with respect to events extending over a sixty year period using the best information available to management. Future events may result in significant changes to the estimated total expenditures capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

The City operates one primary landfill site, the 5th Line Landfill. The site has capacity of approximately 3,000,000 metric tons with approximately 390,000 metric tons of remaining capacity. At current average fill rates, the site has a remaining operating life of approximately 6.5 years.

It is estimated that the total net present value of the cost to close and maintain the 5th Line Landfill site is approximately \$28,585,363 (2018 - \$28,162,149). At December 31, 2019, an amount of \$24,869,266 (2018 - \$24,050,475) with respect to landfill closure and post-closure liability has been accrued and will be funded from future taxation revenues. The City has established a reserve to contribute to the cost of closing and maintaining the landfill site of \$10,859,160 (2018 - \$12,183,147).

The City is undertaking a full Environmental Assessment of the landfill site to determine future options which may extend the operating life of the landfill.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

14. Tangible capital assets

									2019
	Land	Landfill and Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction		Total
Cost									
Balance, beginning of the year	\$ 25,768,832	13,584,278	96,726,843	577,656,182	29,162,493	31,629,589	23,670,875	\$	798,199,092
Additions	796,338	-	1,177,698	11,267,929	4,171,522	3,209,087	19,253,609		39,876,183
Disposals	(155,912)	-	-	(5,914,457)	(861,792)	(802,984)	(2,605,567)		(10,340,712)
Balance, end of year	26,409,258	13,584,278	97,904,541	583,009,654	32,472,223	34,035,692	40,318,917		827,734,563
Accumulated Amortization									
Balance, beginning of the year	-	(9,145,644)	(40,304,475)	(242,596,457)	(17,989,727)	(19,154,470)	-		(329,190,773)
Disposals/transfers	-	-	-	5,914,457	845,522	786,132	-		7,546,111
Amortization expense	-	(529,663)	(2,140,296)	(12,904,259)	(1,865,478)	(2,204,368)	-		(19,644,064)
Balance, end of year	-	(9,675,307)	(42,444,771)	(249,586,259)	(19,009,683)	(20,572,706)	-		(341,288,726)
Net book value, end of year	\$ 26,409,258	3,908,971	55,459,770	333,423,395	13,462,540	13,462,986	40,318,917	\$	486,445,837
Net book value, beginning of year	\$ 25,768,832	4,438,634	56,422,368	335,059,725	11,172,766	12,475,119	23,670,875	\$	469,008,319

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

14. Tangible capital assets

									2018
	Land	Landfill and Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction		Total
Cost									
Balance, beginning of the year	\$ 25,467,797	13,075,375	97,154,296	563,476,303	27,252,340	30,756,293	15,898,576	\$	773,080,980
Additions	498,383	508,903	-	17,130,884	2,647,539	2,043,375	11,727,117		34,556,201
Disposals	(197,348)	-	(427,453)	(2,951,005)	(737,386)	(1,170,079)	(3,954,818)		(9,438,089)
Balance, end of year	25,768,832	13,584,278	96,726,843	577,656,182	29,162,493	31,629,589	23,670,875		798,199,092
Accumulated Amortization									
Balance, beginning of the year	-	(8,539,120)	(38,399,619)	(232,788,985)	(16,846,255)	(18,248,620)	-		(314,822,599)
Disposals/transfers	-	-	247,682	2,951,005	702,658	1,162,942	-		5,064,287
Amortization expense	-	(606,524)	(2,152,538)	(12,758,477)	(1,846,130)	(2,068,792)	-		(19,432,461)
Balance, end of year	-	(9,145,644)	(40,304,475)	(242,596,457)	(17,989,727)	(19,154,470)	-		(329,190,773)
Net book value, end of year	\$ 25,768,832	4,438,634	56,422,368	335,059,725	11,172,766	12,475,119	23,670,875	\$	469,008,319
Net book value, beginning of year	\$ 25,467,797	4,536,255	58,754,677	330,687,318	10,406,085	12,507,673	15,898,576	\$	458,258,381

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

14. Tangible capital assets (continued):

a) Assets under construction:

Assets under construction having a value of \$40,318,917 (2018 - \$23,670,875) have not been amortized. Amortization of these assets will commence when the asset is put into service.

b) Developer contributions:

Contributed capital assets have been recognized at fair market value at the date of contribution. The value of contributed assets received during the year was \$628,287 (2018 - \$146,070) comprised of water infrastructure, land and roads infrastructure.

c) Tangible capital assets disclosed at nominal values:

Where an estimate of fair value could not be made, the tangible capital asset was recognized at a nominal value.

d) Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

15. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2019	2018
Surplus:		
Invested in tangible capital assets	\$ 486,445,837	\$ 469,008,319
Invested in government business enterprises	77,164,453	73,898,660
Sanitary sewer	40,407,403	37,816,365
Operating fund	11,861,808	11,585,502
Unfunded		
Net long-term liabilities	(8,444,735)	(10,787,902)
Landfill closure costs	(24,869,266)	(24,050,475)
Employee benefits	(40,021,468)	(39,070,294)
Total surplus	542,544,032	518,400,175
Reserves set aside for specific purpose by Council:		
Acquisition of tangible capital assets	2,455,326	2,652,398
Planning and development	519,391	547,601
Other programs	19,130,984	20,191,225
Waste disposal site	10,859,160	12,183,147
Total reserves	32,964,861	35,574,371
Reserve funds set aside for specific purpose by Council:		
Cemetery development	1,026,199	1,044,640
Industrial land	580,921	571,425
Property purchases	1,200,592	1,299,720
Hospital development	138,830	210,625
Other programs	-	588,461
Total reserve funds	2,946,542	3,714,871
	\$ 578,455,435	\$ 557,689,417

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

16. Government grants:

The City recognizes the transfer of government funding as expenses or revenues in the period that the events giving rise to the transfer occurred. The transfers reported on the consolidated statement of operations and accumulated surplus are:

	2019	2018
Provincial grants	\$ 19,817,081	\$ 25,966,092
Federal grants	12,312,684	8,539,537
Total	\$ 32,129,765	\$ 34,505,629

17. Comparative amounts:

Certain 2018 comparative amounts have been reclassified to conform to the financial statement presentation of 2019.

18. Commitments:

The Sault Ste. Marie Public Library has commitments for the lease of one of their branch locations beginning in 2019. The Sault Ste. Marie Public Library has committed to minimum monthly lease payments of \$16,275 plus harmonized sales tax for the first 10 years and \$9,925 plus harmonized sales tax for the final 10 years, expiring in March 2039 with options for renewal. Future annual minimum lease payments to the expiry date are \$195,300 and \$119,100 respectively.

19. Subsequent event and contingencies:

Subsequent to December 31, 2019, the COVID-19 outbreak was declared a pandemic by the World Health Organization and has had a significant financial, market and social dislocating impact.

At the time of approval of these financial statements, the City has experienced the following indicators of financial implications and undertaken the following activities in relation to the COVID-19 pandemic.

- The closure of a number of indoor and outdoor facilities to the general public;
- Revisions to the delivery of a number of municipal services in order to contribute toward social distancing;
- The implementation of working from home requirements for certain municipal employees;
- In certain instances, the City has deferred payment timeframes and has waived interest charges, penalties and other fees.

As a result of these measures, the City has experienced a decrease in operating revenues during the subsequent period.

At this time these factors present uncertainty over future cashflows, may cause significant changes to the assets or liabilities and may have significant impact on future operations. An estimate of the financial effect is not practicable at this time.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

20. Segmented information:

The City is a diversified municipal government institution that provides a wide range of services to its citizens. City services are provided by departments and certain departments have been separately disclosed in the segmented information, along with the services they provide. These departments are:

General Government

General Government is comprised of City Council, the Mayor's Office, and the Chief Administrators' Office (CAO).

The Chief Administrators' Office is charged with the responsibility of coordinating the work of all municipal departments and ensuring that those departments carry out the policies and directions given by City Council.

Corporate Services

Corporate Services is comprised of the Clerks Department, Human Resources Department, the Finance Department and the Information Technology Department. Each of these departments provides program support to various other areas.

The Clerks Department's primary task is to function as the corporate secretary to City Council, ensuring that all Council Agendas, Minutes of proceedings, resolutions, decisions, voting, records, and accounts are recorded, documented and certified.

The Human Resources Department is charged with negotiation and administration of all collective agreements as well as all facets of employment and employee benefits.

The Finance Department is responsible for the City's general financial management and budget preparation. The department is comprised of financial administration, accounting, tax and licensing, and purchasing activities.

Legal Services

The Legal Department is responsible for the preparation of by-laws, deeds, leases, agreements and other legal documents, as well as property management for the City in regards to purchases, sales, leasing, easements and related agreements. Prosecutions and administration of Provincial Offences Act is also part of their responsibility.

Fire Services

Fire Services is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. It is also responsible, through its Emergency Medical Services, for pre-hospital emergency paramedical care and the transport of the sick and injured.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

20. Segmented information (continued):

Public Works and Engineering

The Public Works Department is responsible for maintenance of municipal infrastructure, such as streets, sewers, and parks. The department provides solid waste management through refuse collection, recycling programs, and sanitary landfill management. The department is also responsible for traffic control, including signage, signals and pavement markings.

The Engineering Department is comprised of Building Services and Engineering and Construction. Building Services provides maintenance, janitorial services and security for the Civic Centre and Ontario Works. The Engineering and Construction Division provides services associated with engineering design, construction, technical services, and special project initiatives.

Community Development and Enterprise Services

Community Development & Enterprise Services includes: Building, Community Services, and Planning & Enterprise Services. The Building Department is responsible for administration and enforcement of construction codes, building standards, and by-law for the protection of occupants. The Community Services Department provides public services for Cemeteries & Crematorium, Central Administration, Community Centres, Recreation and Culture, and Transit. The Planning & Enterprise Services Department facilitates economic development by providing services for the approval of all land development plans and the application of enforcement of zoning by-laws.

Outside Agencies

These agencies are approved by Council through grant agreements or Memorandums of Agreement. This segment includes grants to the Art Gallery of Algoma, Sault Ste. Marie Museum, Canadian Bushplane Heritage Museum, Algoma University, Pee Wee Arena, Economic Development Corporation (and related entities), and Sault Ste. Marie Innovation Centre. The Sault Ste. Marie Police Service and Sault Ste. Marie Public Library report to City Council through their Boards.

Levy Boards

These Boards provide the City amounts to be collected on their behalf. Levy Boards include Algoma Public Health, the Sault Ste. Marie Region Conservation Authority, and the Sault Ste. Marie District Social Services Administration Board (DSSAB).

For each reported segment, revenues and expenses include both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in the summary of significant accounting policies.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

20. Segmented disclosure (continued):

	2019									
	General Government	Corporate Services	Legal Services	Fire Services	Public Works and Engineering	Community Development & Enterprise Services	Outside Agencies	Levy Boards	Government Business Enterprises	Total
Revenue:										
Taxation	\$ 931,821	9,732,569	560,430	13,807,726	34,097,128	12,362,391	29,425,102	21,088,928	-	\$ 122,006,095
Fees and user charges	-	152,391	2,160,552	7,802,352	34,725,851	10,067,439	682,283	-	-	55,590,868
Government grants	762,166	1,723,452	286,478	2,264,415	16,763,123	4,360,831	5,969,300	-	-	32,129,765
Interest income	6,420,619	-	15,384	-	171,699	139,822	-	-	-	6,747,524
Other	1,515,872	139,197	-	14,712	1,040,209	92,419	301,626	-	-	3,104,035
Loss (gain) on disposal of tangible capital assets	-	-	7,588	-	91,433	5,000	-	-	-	104,021
Net income of government business enterprise (note 5)	-	-	-	-	-	-	-	-	4,275,873	4,275,873
	9,630,478	11,747,609	3,030,432	23,889,205	86,889,443	27,027,902	36,378,311	21,088,928	4,275,873	223,958,181
Expenses:										
Salaries, wages and employee benefits	1,324,959	6,116,083	1,310,019	23,136,876	25,884,548	16,289,345	28,755,557	-	-	102,817,387
Materials	1,241,546	214,444	1,272,970	1,149,026	24,358,958	5,337,165	2,861,563	-	-	36,435,672
Contracted services	5,945	1,671,738	293,585	264,903	10,890,884	2,537,599	904,651	-	-	16,569,305
Rents and financial	-	3,438,841	79,670	2,636	5,402	338,699	77,987	-	-	3,943,235
Grants to others	13,675	583	-	-	-	68,731	2,610,583	21,088,928	-	23,782,500
Amortization of tangible capital assets	687	290,996	-	442,751	16,080,057	1,833,898	995,675	-	-	19,644,064
	2,586,812	11,732,685	2,956,244	24,996,192	77,219,849	26,405,437	36,206,016	21,088,928	-	203,192,163
Annual surplus (deficit)	\$ 7,043,666	14,924	74,188	(1,106,987)	9,669,594	622,465	172,295	-	4,275,873	\$ 20,766,018

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2019

20. Segmented disclosure (continued):

										2018
	General Government	Corporate Services	Legal Services	Fire Services	Public Works and Engineering	Community Development & Enterprise Services	Outside Agencies	Levy Boards	Government Business Enterprises	Total
Revenue:										
Taxation	\$ 543,395	10,321,903	640,302	11,675,001	33,151,171	11,633,384	29,441,520	20,823,472	-	\$ 118,230,148
Fees and user charges	-	143,768	2,282,301	7,356,191	33,768,254	10,075,216	671,736	-	-	54,297,466
Government grants	716,595	1,694,892	371,843	2,062,572	19,282,080	4,147,262	6,230,385	-	-	34,505,629
Interest income	7,416,019	-	12,452	-	128,122	178,692	-	-	-	7,735,285
Other	901,951	178,533	-	3,689	556,969	711,961	509,650	-	-	2,862,753
Net income of government business enterprise (note 5)	-	-	-	-	-	-	-	-	2,846,869	2,846,869
	9,577,960	12,339,096	3,306,898	21,097,453	86,886,596	26,746,515	36,853,291	20,823,472	2,846,869	220,478,150
Expenses:										
Salaries, wages and employee benefits	1,379,419	6,137,388	1,241,256	19,595,215	25,230,790	15,646,940	27,510,791	-	-	96,741,799
Materials	390,202	287,835	1,620,247	1,220,351	24,296,915	6,033,531	3,319,781	-	-	37,168,862
Contracted services	21,633	1,318,489	286,288	504,217	11,211,102	2,218,374	469,319	-	-	16,029,422
Rents and financial	-	4,064,317	67,408	2,557	11,097	479,900	140,824	-	-	4,766,103
Grants to others	7,274	960	-	-	-	155,874	2,718,189	20,823,472	-	23,705,769
Amortization of tangible capital assets	2,707	359,394	1,750	441,511	15,869,273	1,814,047	943,779	-	-	19,432,461
Loss (gain) on disposal of tangible capital assets	-	-	(253,261)	23,471	286,768	120,194	4,078	-	-	181,250
	1,801,235	12,168,383	2,963,688	21,787,322	76,905,945	26,468,860	35,106,761	20,823,472	-	198,025,666
Annual surplus (deficit)	\$ 7,776,725	170,713	343,210	(689,869)	9,980,651	277,655	1,746,530	-	2,846,869	\$ 22,452,484

Financial Statements of

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

Year ended December 31, 2019

DRAFT



KPMG LLP
111 Elgin Street, Suite 200
Sault Ste. Marie ON P6A 6L6
Canada
Telephone (705) 949-5811
Fax (705) 949-0911

INDEPENDANT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of The City of Sault Ste. Marie

Opinion

We have audited the financial statements of the trust funds of The Corporation of The City of Sault Ste. Marie (the "Trust"), which comprise:

- the statement of financial position as at December 31, 2019
- the statement of continuity for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as at December 31, 2019 and the continuity of trust funds for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "**Auditors' Responsibilities for the Audit of the Financial Statements**" section of our auditors' report.

We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.



Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.



- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants

Sault Ste. Marie, Canada
August 10, 2020

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Statement of Financial Position

December 31, 2019, with comparative information for 2018

								2019	2018
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total
Assets									
Cash and investments (note 3)	\$ 5,885,149	\$ 2,406,762	\$ 9,907	\$ 59,009	\$ 29,529	\$ 79,652	\$ 13,995	\$ 8,484,003	\$ 8,321,229
Loans receivable (note 2)	-	-	16,446	-	-	-	-	16,446	16,446
Receivable from other funds	-	30,116	-	42,373	-	-	-	72,489	24,941
	\$ 5,885,149	\$ 2,436,878	\$ 26,353	\$ 101,382	\$ 29,529	\$ 79,652	\$ 13,995	\$ 8,572,938	\$ 8,362,616
Liabilities and Fund Balance									
Payable to other funds	\$ 53,148	\$ -	\$ 23,437	\$ -	\$ -	\$ 7	\$ 10	\$ 76,602	\$ 157,434
Fund balance	5,832,001	2,436,878	2,916	101,382	29,529	79,645	13,985	8,496,336	8,205,182
	\$ 5,885,149	\$ 2,436,878	\$ 26,353	\$ 101,382	\$ 29,529	\$ 79,652	\$ 13,995	\$ 8,572,938	\$ 8,362,616

The accompanying notes are an integral part of these financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Statement of Continuity

Year ended December 31, 2019, with comparative information for 2018

								2019	2018
	Care and Maintenance	Pre-need Assurance	Ontario Home Renewal Plan	Historic Sites	Heritage SSM	Transit Employees Pension	Cultural Endowment	Total	Total
Fund balance, beginning of the year	\$ 5,703,229	\$ 2,295,658	\$ 3,565	\$ 82,261	\$ 28,901	\$ 77,954	\$ 13,614	\$ 8,205,182	\$ 7,934,414
Revenue:									
Capital receipts	128,772	242,153	-	431	-	-	-	371,356	429,997
Contributions from revenue fund	-	-	-	17,432	-	-	-	17,432	24,942
Interest earned	107,721	51,146	213	1,258	628	1,691	371	163,028	214,718
	236,493	293,299	213	19,121	628	1,691	371	551,816	669,657
Expenditures:									
Contributions to revenue fund	107,721	152,079	213	-	-	-	-	260,013	394,423
Transfer to Province of Ontario	-	-	649	-	-	-	-	649	4,431
Administration charges	-	-	-	-	-	-	-	-	35
	107,721	152,079	862	-	-	-	-	260,662	398,889
Fund balance, end of year	\$ 5,832,001	\$ 2,436,878	\$ 2,916	\$ 101,382	\$ 29,529	\$ 79,645	\$ 13,985	\$ 8,496,336	\$ 8,205,182

The accompanying notes are an integral part of these financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Notes to Financial Statements

Year ended December 31, 2019

The Corporation of the City of Sault Ste. Marie Trust Funds (the "Trust") consist of various trust funds administered by the Corporation of the City of Sault Ste. Marie. The Funds are not subject to income taxes under Section 149(1) of the Income Tax Act (Canada).

1. Summary of significant accounting policies:

These financial statements are prepared in accordance with Canadian Accounting Standards for Not-For-Profit Organizations in Part III of the Chartered Professional Accountants of Canada Handbook.

(a) Basis of accounting:

The financial statements are prepared by management and are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(b) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Freestanding derivative instruments that are not in a qualifying hedging relationship and equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Trust has not elected to carry any such financial instruments at fair value.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the effective interest rate method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Trust determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial assets is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Trust expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

(c) Use of estimates

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include the carrying amount of capital assets and assets and obligations related to employee future benefits. Actual results could differ from those estimates.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Trust Funds

Notes to Financial Statements

Year ended December 31, 2019

2. Ontario Home Renewal Program:

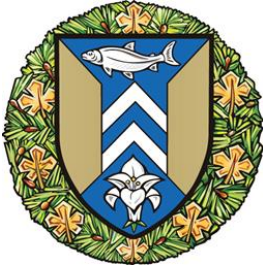
The Ontario Home Renewal Program (“OHRP”) was established by the Ontario Ministry of Housing in 1973 to provide grants for municipalities to make loans to assist owner occupants to repair, rehabilitate and improve their homes to local property standards. Individual loans were limited to \$7,500, of which the maximum deferred portion was \$4,000.

Ontario Home Renewal Program loans receivable at December 31, 2019 comprise repayable loans of \$8,827 (2018 - \$8,827) and deferred loans of \$7,619 (2018 - \$7,619). Loan forgiveness is earned and recorded at a rate of up to \$600 per year of continuous ownership and occupancy. The deferred portion of the loan is deferred for a five year period. In the event of the sale or lease of the home or in the event of the homeowner ceasing to occupy the home, the balance of the loans immediately become due and payable by the homeowner.

The Province of Ontario legislated an end to the OHRP program in 1993. As of July 16, 1993, no new loans were issued. All funds collected on outstanding OHRP loans are remitted to the Province by March 1 of the following year. However, municipalities are provided an administration fee of five per cent of the balances collected after December 31, 1993 and are permitted to retain the interest earned on unremitted OHRP trust account balances.

3. Cash and investments:

Total investments by the trust funds of \$4,035,380 (2018 - \$3,966,698) included in cash and investments on the statement of financial position at cost, have a market value of \$4,158,698 (2018 - \$4,064,069).



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, CPA, CA Manager of Finance

DEPARTMENT: Corporate Services

RE: Second Quarter Financial Report – June 30, 2020 : COVID-19 Financial Implications

PURPOSE

The purpose of this report is to provide a Six-Month Financial Report to June 30, 2020 and a detailed update on the financial implications of the City's COVID-19 response.

BACKGROUND

The Finance Committee reviewed the 2020 Second Quarter Financial Report on July 22, 2020. Unaudited Financial Reports are provided to Council quarterly for information.

ANALYSIS

As expected, the City experienced significant financial effects from the COVID-19 pandemic during the second quarter.

At the June 29, 2020, Council Meeting, the CAO provided details of changes to service levels with the Stage 2 reopening.

With the changing Stages of the COVID-19 pandemic, it is very difficult to predict what financial position the City will be in at year end 2020.

However trends are continuously developing and the financial implications of COVID-19, actual or best estimate, to August 31, 2020, are provided to update Council on the current situation. See Appendix A for details.

The following is an update of some notable changes to the estimates and assumptions that were provided to Council in a report from the Chief Financial Officer and Treasurer at the May 25, 2020, Council meeting:

Tax Revenue and Taxes Receivable

Taxes fund approximately 65% of the City's budget, including local and levy boards. It is the main source of funding to provide municipal services, including those essential services, such as transit, waste water services, landfill and waste collection, cemetery, building permits/inspections and road maintenance, that are still being provided to the community during the pandemic.

Council has waived the interest on all arrears taxes until December 31, 2020, or sooner if amended by Council resolution. This measure in effect allows all taxpayers to defer the required tax payments without penalty and assists the community as the economy starts to reopen. The budget revenue for interest on taxes for 2020 is \$1,215,000. To July 9, 2020, \$554,900 has been waived, resulting in a permanent revenue loss that will contribute to a financial pressure in the City's operating budget as detailed in Appendix A.

The taxes receivable from the Chief Financial Officer and Treasurer's report from May 25, 2020, reflected the interim 2020 levy almost 50% higher than at the same time in 2019. Most of the increase was attributable to 50 tax accounts over \$20,000, the majority of which only had the May 5, 2020 installment outstanding. As of July 9, 2020, the interim levy receivable for these account decreased by 80%. The number of accounts over \$20,000 of current taxes outstanding after the July 5 due date is approximately 40, indicating that more accounts are becoming current. In total the final levy outstanding in 2020 compared to the same time in 2019 is approximately 20% higher, or just under \$1 million, a significant improvement over the May installment.

The tax division staff have been working with taxpayers who have requested assistance in bringing their account to a current position by utilizing the arrears pre-authorized payment program. They will continue to do this upon request.

Transit

One of the most significant financial impacts has been in the area of transit. Transit operations resumed front-door entry and charging regular fare as of July 13, 2020. However, Transit revenue has declined by approximately \$500,000 through August 31, 2020.

At the end of June, the Ministry of Transportation announced a \$15 million assistance program to support the additional costs related to COVID-19. As previously reported to Council, the City will receive \$44,803 from this grant.

Community Centres

The City closed all recreational facilities on March 16, 2020. All programming was cancelled. The leases for various facilities were also suspended as the proponents were unable to access the facilities, resulting in additional revenue foregone. Until the pandemic crisis is over and physical distancing measures are lifted, this area will continue to experience revenue impacts.

The Province had lifted some restrictions on May 4, 2020 for marinas allowing for the placing of boats in the water but were still closed to the public at the time this report was written. Additional restrictions were lifted with the implementation of Phases 2 and 3 of reopening. This has allowed the reopening of pools, the splash pad, parks and recreational facilities under specific restrictions related to health and safety of users.

The deficit for Community Centres is estimated at approximately \$800,000 through August, 31, 2020.

Employee Benefits

The City's benefit plans to employees has experience decreased usage due to providers not being considered essential and services cannot be accessed.

The savings to fiscal end 2020 is estimated at up to \$700,000.

Casino Revenue

The Gateway Casino has been closed since mid-March.

Casinos are reopening as part of Phase 3 of the Provincial government's reopening plan but with a limited number of patrons permitted and a limited number of games available. However, Gateway Casino Sault Ste. Marie is not reopening at the start of Phase 3. The City will not receive casino revenue until such time as the casino reopens.

The estimated decrease in Casino Revenue to year end is up to \$500,000.

Summer Students

Summer student hiring was significantly reduced due to COVID-19. The 2020 operating budget for summer students is approximately \$1,350,000 with an estimated savings of up to \$700,000 to year end.

Building Activity

Building construction was limited to what is considered essential and no new permits were being issued for non-essential work during the Provincial emergency measures period. Some of these emergency measures have now be loosened. The pause in construction could lead to lower net assessment growth. In turn a reduction in supplementary tax revenue could occur for 2020. Supplementary tax revenue is estimated to be under budget by \$300,000 to year end.

Net assessment growth to June 30, 2020 was -0.17% (see Appendix D) compared to +0.02% to Q2 2019. The total number of permits to date has dropped form 698 in 2019 to 629, an approximate 10% reduction. With the uncertainty of COVID-19, it is difficult to anticipate the number of permits for the next quarter.

Reserves

Municipal Accommodation Tax Revenue (MAT):

The accommodation industry has been impacted greatly. In order to assist the local industry, Council waived the interest on the remittances due from March 23 until August 31, 2020. The impact of the anticipated decline in accommodations cannot be quantified at this time. It is estimated that revenues will be such that the City may not receive its share of the 2020 MAT revenues estimated at \$246,179 as administration costs then the non-profit tourism entity are paid in priority over the City. This will not create a budget deficit but a decrease in the funds available in the MAT reserve for City tourism projects.

Landfill:

Landfill revenue is tracking above historical trends for the first six months of the fiscal year. This does not have an impact on the operating budget, but will however result in a positive impact on the reserve balance.

Capital

On April 27, 2020, Council approved a motion to waive the sanitary sewer fee for the months of April and May. Sanitary sewer fees are used for both operational and capital requirements for wastewater management. The estimated revenue foregone is \$2.0 million.

FINANCIAL IMPLICATIONS

The estimated 2020 operating fiscal impact as of August 31, 2020 is approximately \$1.3 million. Details of the impacts are included in Appendix A.

The second quarter financial report details are provided in Appendix B. With the changing Stages of the COVID-19 pandemic, it is very difficult to predict at this time what financial position the City will be in at year end 2020.

The Tax Stabilization Reserve has a balance of approximately \$2.8 million to assist with managing any deficit position without impacting the 2021 tax levy. A summary of the uncommitted balances of all reserves and reserve funds is included in Appendix C.

Staff will continue to monitor, analyze and quantify the many changing variables and provide Council another quarterly report to the end of September 2020.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Finance dated August 10, 2020 concerning the Second Quarter Financial Report to June 30, 2020: COVID-19 Financial Implications be received as information.

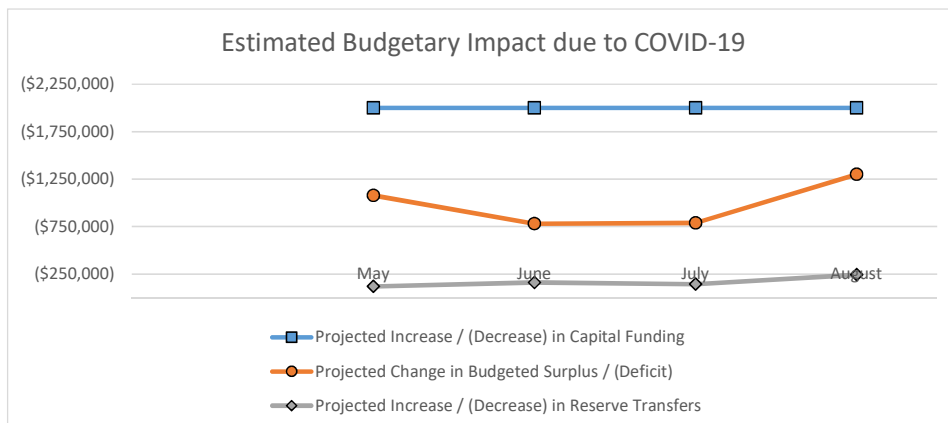
Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Finance
705.759.5356
j.bruzas@cityssm.on.ca

Assumptions and Changes in Revenue and Expenses resulting from COVID-19

Item	Change from Budget	
	as at July 31, 2020	as at Aug. 31, 2020
Operating Budget		
Property Tax revenue	-\$1,000	-\$10,000
Property Tax interest and penalties	-\$554,900	-\$695,481
Supplementary Tax revenue	-\$175,000	-\$200,000
Accts Receivable interest and penalties	-\$10,617	-\$13,117
Transit revenue	-\$528,624	-\$608,705
Transit expenses	+\$86,196	+\$107,745
Public Works fuel expense savings	+\$51,944	+\$51,944
CD&ES Rec Facilities revenue	-\$1,113,351	-\$1,339,022
CD&ES Rec Facilities expenses	+\$653,833	+\$640,316
CD&ES Marina revenue	-\$107,883	-\$131,600
CD&ES Marina expenses	+\$14,625	+\$14,625
John Rhodes Centre rent revenue	-\$17,829	-\$22,397
School Crossing Guard expenses	+\$101,941	+\$101,941
POA Court expense savings	+\$25,454	+\$25,454
Summer Student expenses	+\$590,590	+\$715,373
Benefit expense savings	+\$663,500	+\$663,500
Job vacancy expense savings	+\$108,761	+\$108,761
Electricity expenses	+\$18,441	+\$18,441
Fire overtime expenses	-\$35,553	-\$39,515
Fire Permit revenue	+\$22,679	+\$22,679
Fire fuel expense savings	+\$10,420	+\$10,420
Casino revenue	-\$519,687	-\$636,353
Interest revenue	-\$55,316	-\$67,608
NOHFC Loan Interest expense	+\$2,278	+\$2,278
Miscellaneous expenses	-\$70,418	-\$70,418
Miscellaneous expense savings	+\$50,153	+\$50,153
Projected Change in Budgeted Surplus / (Deficit)	-\$789,363	-\$1,300,587
Reserves		
M.A.T. revenue	-\$246,179	-\$346,175
Public Works landfill revenue	+\$103,222	+\$103,222
Projected Increase / (Decrease) in Reserve Transfers	-\$142,956	-\$242,953
Capital Funding		
Sewer Surcharge revenue	-\$2,000,000	-\$2,000,000
Projected Increase / (Decrease) in Capital Funding	-\$2,000,000	-\$2,000,000



City of Sault Ste. Marie - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem 50.0%	Actual To: June	Actual Year End	2019	Budget-Rem YTD 2019
REVENUE								
Taxation	(\$119,806,925.58)	(\$120,985,175.00)	(\$1,178,249.42)	0.97%	(\$115,333,232.56)	(\$117,484,711.15)	(\$117,173,658.00)	1.57%
Payment in Lieu of taxes	(\$2,772,979.23)	(\$4,347,584.00)	(\$1,574,604.77)	36.22%	(\$2,452,260.72)	(\$4,347,638.03)	(\$4,366,415.00)	43.84%
Fees and user charges	(\$9,926,478.89)	(\$29,521,441.00)	(\$19,594,962.11)	66.38%	(\$13,914,589.31)	(\$28,548,765.80)	(\$28,952,319.00)	51.94%
Government grants	(\$8,965,944.51)	(\$18,911,847.00)	(\$9,945,902.49)	52.59%	(\$8,747,567.05)	(\$18,959,303.44)	(\$18,293,944.00)	52.18%
Interest and Investment income	(\$1,439,752.96)	(\$4,320,000.00)	(\$2,880,247.04)	66.67%	(\$1,725,404.53)	(\$5,355,145.41)	(\$4,320,000.00)	60.06%
Contribution from own funds	(\$14,712.30)	(\$195,000.00)	(\$180,287.70)	92.46%		(\$3,190,140.25)	(\$165,500.00)	100.00%
Other income	(\$724,221.82)	(\$2,970,093.00)	(\$2,245,871.18)	75.62%	(\$989,273.57)	(\$3,262,478.62)	(\$2,930,000.00)	66.24%
Change in future employee benefits			\$0.00	0.00%		(\$15,294.99)		0.00%
	(\$143,651,015.29)	(\$181,251,140.00)	(\$37,600,124.71)	20.74%	(\$143,162,327.74)	(\$181,163,477.69)	(\$176,201,836.00)	18.75%
EXPENDITURES								
Salaries	\$23,010,791.17	\$49,083,838.00	\$26,073,046.83	53.12%	\$22,666,042.50	\$50,936,877.96	\$45,987,298.00	50.71%
Benefits	\$6,991,834.82	\$13,924,105.00	\$6,932,270.18	49.79%	\$6,661,771.10	\$12,387,086.68	\$13,839,887.00	51.87%
TOTAL SALARIES/BENEFITS	\$30,002,625.99	\$63,007,943.00	\$33,005,317.01	52.38%	\$29,327,813.60	\$63,323,964.64	\$59,827,185.00	50.98%
Travel and training	\$97,343.51	\$592,198.00	\$494,854.49	83.56%	\$128,019.48	\$293,366.33	\$460,544.00	72.20%
Vehicle allowance, maintenance and repairs	\$2,398,777.46	\$3,782,681.00	\$1,383,903.54	36.59%	\$3,210,930.02	\$5,722,667.57	\$3,500,634.00	8.28%
Utilities and Fuel	\$4,248,667.12	\$10,357,453.00	\$6,108,785.88	58.98%	\$4,003,436.95	\$9,624,803.11	\$10,275,237.00	61.04%
Materials and supplies	\$2,741,253.08	\$5,438,115.00	\$2,696,861.92	49.59%	\$2,554,007.56	\$6,044,896.13	\$5,418,804.00	52.87%
Maintenance and repairs	\$1,130,436.22	\$2,203,724.00	\$1,073,287.78	48.70%	\$1,278,074.55	\$2,216,873.30	\$2,238,988.00	42.92%
Program expenses	\$419,522.13	\$930,720.00	\$511,197.87	54.92%	\$427,421.04	\$947,926.75	\$922,725.00	53.68%
Goods for resale	\$169,686.30	\$576,422.00	\$406,735.70	70.56%	\$257,571.74	\$610,810.99	\$600,690.00	57.12%
Rents and leases	\$44,048.34	\$163,152.00	\$119,103.66	73.00%	\$42,253.26	\$92,806.13	\$95,950.00	55.96%
Taxes and licenses	\$1,528,265.20	\$1,735,579.00	\$207,313.80	11.94%	\$1,135,725.60	\$1,433,974.33	\$1,740,201.00	34.74%
Financial expenses	\$2,206,101.86	\$2,640,058.00	\$433,956.14	16.44%	\$1,407,856.59	\$3,569,860.01	\$2,647,601.00	46.83%
Purchased and contracted services	\$4,216,095.62	\$10,030,197.00	\$5,814,101.38	57.97%	\$4,209,635.36	\$9,833,291.61	\$9,882,194.00	57.40%
Grants to others	\$28,915,579.03	\$53,128,569.00	\$24,212,989.97	45.57%	\$27,415,504.47	\$53,538,461.32	\$52,168,036.00	47.45%
Long term debt	\$1,089,530.07	\$2,875,685.00	\$1,786,154.93	62.11%	\$1,107,295.26	\$2,867,066.52	\$2,875,685.00	61.49%
Transfer to own funds	\$896,191.90	\$23,667,785.00	\$22,771,593.10	96.21%	\$567,414.00	\$22,259,900.16	\$23,476,782.00	97.58%
Capital expense	\$88,187.57	\$340,989.00	\$252,801.43	74.14%	\$99,579.58	\$336,951.42	\$290,710.00	65.75%
Depreciation			\$0.00	0.00%		\$16,047,795.85		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$104,020.94)		0.00%
Clearing accounts			\$0.00	0.00%	(\$301.14)			0.00%
Less: recoverable costs	(\$196,439.63)	(\$220,130.00)	(\$23,690.37)	10.76%	(\$154,617.45)	(\$779,085.35)	(\$220,130.00)	29.76%
TOTAL OTHER EXPENSES	\$49,993,245.78	\$118,243,197.00	\$68,249,951.22	57.72%	\$47,689,806.87	\$134,558,345.24	\$116,083,941.00	58.92%
	\$79,995,871.77	\$181,251,140.00	\$101,255,268.23	55.86%	\$77,017,620.47	\$197,882,309.88	\$175,911,126.00	56.22%
NET (REVENUE)/EXPENDITURE	(\$63,655,143.52)	\$0.00	\$63,655,143.52		(\$66,144,707.27)	\$16,718,832.19	(\$290,710.00)	
Mayor and Council	\$331,263.12	\$721,836.00	\$390,572.88					
Chief Administrative Officer	\$193,292.94	\$388,675.00	\$195,382.06					
Corporate Services	\$4,226,546.88	\$8,317,831.00	\$4,091,284.12					
Legal	\$1,440,294.34	\$1,588,462.00	\$148,167.66					
Fire Services	\$6,728,319.65	\$14,208,309.00	\$7,479,989.35					
Public Works and Engineering	\$20,054,418.12	\$43,777,582.00	\$23,723,163.88					
Community Development and Enterprise S	\$8,042,276.58	\$15,830,125.00	\$7,787,848.42					
Levy Board	\$10,659,609.00	\$21,319,218.00	\$10,659,609.00					
Outside Agencies	\$17,975,802.73	\$31,357,096.00	\$13,381,293.27					
Outside Agencies - Other	\$242,691.03	\$277,890.00	\$35,198.97					
Economic Diversification Fund	\$206,616.72	\$500,000.00	\$293,383.28					
Corporate	(\$134,749,495.55)	(\$147,055,289.00)	(\$12,305,793.45)					
Capital and Debt	\$993,220.92	\$8,768,265.00	\$7,775,044.08					
	(\$63,655,143.52)	\$0.00	\$63,655,143.52					

Mayor & Council - Second Quarter Ended June 30, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem				Actual To:
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		50.0%	June	Year End	2019	YTD 2019
REVENUE								
Contribution from own funds			\$0.00	0.00%		(\$13,406.17)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$13,406.17)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$222,928.21	\$467,925.00	\$244,996.79	52.36%	\$227,819.06	\$400,570.59	\$453,967.00	49.82%
Benefits	\$37,770.76	\$64,726.00	\$26,955.24	41.65%	\$34,725.32	\$56,956.30	\$55,817.00	37.79%
TOTAL SALARIES/BENEFITS	\$260,698.97	\$532,651.00	\$271,952.03	51.06%	\$262,544.38	\$457,526.89	\$509,784.00	48.50%
Travel and training	\$7,164.79	\$53,500.00	\$46,335.21	86.61%	\$3,332.52	\$6,431.93	\$53,500.00	93.77%
Vehicle allowance, maintenance and repairs	\$15,526.95	\$35,675.00	\$20,148.05	56.48%	\$15,421.48	\$28,658.98	\$35,675.00	56.77%
Materials and supplies	\$46,141.24	\$61,910.00	\$15,768.76	25.47%	\$48,916.92	\$62,280.07	\$63,503.00	22.97%
Purchased and contracted services	\$306.17	\$3,100.00	\$2,793.83	90.12%	\$56.82	\$2,599.31	\$3,100.00	98.17%
Grants to others	\$1,425.00	\$35,000.00	\$33,575.00	95.93%	\$10,750.01	\$12,811.45	\$35,000.00	69.29%
Transfer to own funds			\$0.00	0.00%		\$15,641.77		0.00%
Depreciation			\$0.00	0.00%		\$687.16		0.00%
TOTAL OTHER EXPENSES	\$70,564.15	\$189,185.00	\$118,620.85	62.70%	\$78,477.75	\$129,110.67	\$190,778.00	58.86%
	\$331,263.12	\$721,836.00	\$390,572.88	54.11%	\$341,022.13	\$586,637.56	\$700,562.00	51.32%
NET (REVENUE)/EXPENDITURE	\$331,263.12	\$721,836.00	\$390,572.88	54.11%	\$341,022.13	\$573,231.39	\$700,562.00	51.32%

CAO's Office - Second Quarter Ended June 30, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		50.0%	June	Year End	2019	YTD 2019
REVENUE								
Contribution from own funds			\$0.00	0.00%		(\$6,760.02)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$6,760.02)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$147,166.25	\$296,395.00	\$149,228.75	50.35%	\$139,300.83	\$408,158.97	\$288,555.00	51.72%
Benefits	\$38,654.03	\$69,220.00	\$30,565.97	44.16%	\$37,716.61	\$75,173.20	\$70,999.00	46.88%
TOTAL SALARIES/BENEFITS	\$185,820.28	\$365,615.00	\$179,794.72	49.18%	\$177,017.44	\$483,332.17	\$359,554.00	50.77%
Travel and training	\$1,032.92	\$5,050.00	\$4,017.08	79.55%	\$1,676.61	\$2,987.20	\$9,215.00	81.81%
Vehicle allowance, maintenance and repairs	\$2,455.08	\$4,480.00	\$2,024.92	45.20%	\$2,409.30	\$5,430.99	\$4,480.00	46.22%
Materials and supplies	\$3,984.66	\$13,290.00	\$9,305.34	70.02%	\$6,064.48	\$10,943.40	\$9,364.00	35.24%
Maintenance and repairs			\$0.00	0.00%			\$150.00	100.00%
Purchased and contracted services		\$90.00	\$90.00	100.00%			\$90.00	100.00%
Capital expense		\$150.00	\$150.00	100.00%			\$150.00	100.00%
TOTAL OTHER EXPENSES	\$7,472.66	\$23,060.00	\$15,587.34	67.59%	\$10,150.39	\$19,361.59	\$23,449.00	56.71%
	\$193,292.94	\$388,675.00	\$195,382.06	50.27%	\$187,167.83	\$502,693.76	\$383,003.00	51.13%
NET (REVENUE)/EXPENDITURE	\$193,292.94	\$388,675.00	\$195,382.06	50.27%	\$187,167.83	\$495,933.74	\$383,003.00	51.13%

Corporate Services - Second Quarter Ended June 30, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		50.0%	June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$48,161.19)	(\$152,270.00)	(\$104,108.81)	68.37%	(\$77,699.79)	(\$152,390.83)	(\$194,402.00)	60.03%
Government grants	\$50.88	(\$1,540.00)	(\$1,590.88)	103.30%		(\$127,269.78)	(\$1,540.00)	100.00%
Contribution from own funds			\$0.00	0.00%		(\$72,952.42)		0.00%
Other income	(\$60,721.80)	(\$120,293.00)	(\$59,571.20)	49.52%	(\$67,821.87)	(\$139,197.38)	(\$116,400.00)	41.73%
	(\$108,832.11)	(\$274,103.00)	(\$165,270.89)	60.30%	(\$145,521.66)	(\$491,810.41)	(\$312,342.00)	53.41%
EXPENDITURES								
Salaries	\$2,075,609.07	\$4,476,419.00	\$2,400,809.93	53.63%	\$2,042,769.47	\$4,153,782.48	\$4,277,751.00	52.25%
Benefits	\$1,059,985.23	\$1,905,077.00	\$845,091.77	44.36%	\$1,030,908.02	\$1,962,301.37	\$1,841,206.00	44.01%
TOTAL SALARIES/BENEFITS	\$3,135,594.30	\$6,381,496.00	\$3,245,901.70	50.86%	\$3,073,677.49	\$6,116,083.85	\$6,118,957.00	49.77%
Travel and training	\$14,178.20	\$139,445.00	\$125,266.80	89.83%	\$21,114.39	\$57,363.34	\$88,445.00	76.13%
Vehicle allowance, maintenance and repairs	\$324.52	\$1,340.00	\$1,015.48	75.78%	\$216.98	\$1,069.39	\$1,700.00	87.24%
Materials and supplies	\$170,104.32	\$80,496.00	(\$89,608.32)	(111.32%)	\$124,974.02	\$45,196.62	\$92,069.00	(35.74%)
Maintenance and repairs	\$459,742.97	\$670,037.00	\$210,294.03	31.39%	\$496,563.29	\$625,374.76	\$658,123.00	24.55%
Goods for resale	\$9,600.00	\$19,200.00	\$9,600.00	50.00%		\$9,600.00	\$19,200.00	100.00%
Rents and leases	\$4,745.54	\$3,000.00	(\$1,745.54)	(58.18%)	(\$308.30)	\$11,294.33	\$7,625.00	104.04%
Financial expenses	\$14,476.53	\$60,750.00	\$46,273.47	76.17%	\$14,033.28	\$44,517.45	\$65,000.00	78.41%
Purchased and contracted services	\$510,336.99	\$1,040,620.00	\$530,283.01	50.96%	\$409,692.84	\$1,305,185.45	\$1,073,348.00	61.83%
Grants to others		\$2,000.00	\$2,000.00	100.00%		\$583.39	\$2,000.00	100.00%
Transfer to own funds		\$75,000.00	\$75,000.00	100.00%		\$72,290.43	\$75,000.00	100.00%
Capital expense	\$16,275.62	\$118,550.00	\$102,274.38	86.27%	\$64,154.78	\$99,542.51	\$117,887.00	45.58%
Depreciation			\$0.00	0.00%		\$290,995.92		0.00%
TOTAL OTHER EXPENSES	\$1,199,784.69	\$2,210,438.00	\$1,010,653.31	45.72%	\$1,130,441.28	\$2,563,013.59	\$2,200,397.00	48.63%
	\$4,335,378.99	\$8,591,934.00	\$4,256,555.01	49.54%	\$4,204,118.77	\$8,679,097.44	\$8,319,354.00	49.47%
NET (REVENUE)/EXPENDITURE	\$4,226,546.88	\$8,317,831.00	\$4,091,284.12	49.19%	\$4,058,597.11	\$8,187,287.03	\$8,007,012.00	49.31%
HR	1,162,391.86	2,081,320.00	918,928.14	44.15%				
IT	1,353,353.20	2,445,001.00	1,091,647.80	44.65%				
Clerks	471,589.08	1,095,081.00	623,491.92	56.94%				
Finance	1,239,212.74	2,696,429.00	1,457,216.26	54.04%				
	4,226,546.88	8,317,831.00	4,091,284.12					

Legal Department - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				50.0%	June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$700,569.27)	(\$1,767,019.00)	(\$1,066,449.73)	60.35%	(\$1,234,920.67)	(\$2,160,551.91)	(\$2,261,698.00)	45.40%
Government grants		(\$27,518.00)	(\$27,518.00)	100.00%				0.00%
Interest and Investment income	(\$3,400.19)		\$3,400.19	0.00%	(\$5,919.92)	(\$15,383.76)		0.00%
Contribution from own funds			\$0.00	0.00%		(\$15,426.65)		0.00%
	(\$703,969.46)	(\$1,794,537.00)	(\$1,090,567.54)	60.77%	(\$1,240,840.59)	(\$2,191,362.32)	(\$2,261,698.00)	45.14%
EXPENDITURES								
Salaries	\$536,382.35	\$1,135,535.00	\$599,152.65	52.76%	\$513,828.64	\$1,049,864.40	\$1,040,668.00	50.63%
Benefits	\$152,001.64	\$292,617.00	\$140,615.36	48.05%	\$145,466.13	\$260,154.64	\$289,740.00	49.79%
TOTAL SALARIES/BENEFITS	\$688,383.99	\$1,428,152.00	\$739,768.01	51.80%	\$659,294.77	\$1,310,019.04	\$1,330,408.00	50.44%
Travel and training	\$6,557.74	\$25,335.00	\$18,777.26	74.12%	\$13,055.94	\$26,063.13	\$21,285.00	38.66%
Materials and supplies	\$26,188.63	\$79,730.00	\$53,541.37	67.15%	\$37,525.39	\$75,517.71	\$75,837.00	50.52%
Maintenance and repairs		\$2,146.00	\$2,146.00	100.00%	\$17,443.08	\$30,072.14	\$4,000.00	(336.08%)
Rents and leases	\$37,461.16	\$78,802.00	\$41,340.84	52.46%	\$42,561.56	\$79,670.16	\$78,075.00	45.49%
Taxes and licenses	\$1,297,491.59	\$1,438,464.00	\$140,972.41	9.80%	\$921,910.97	\$1,166,406.20	\$1,441,736.00	36.06%
Purchased and contracted services	\$85,582.00	\$322,370.00	\$236,788.00	73.45%	\$149,132.40	\$330,112.00	\$302,000.00	50.62%
Transfer to own funds			\$0.00	0.00%		\$92,558.82	\$102,200.00	100.00%
Capital expense	\$2,598.69	\$8,000.00	\$5,401.31	67.52%	\$662.45	\$4,983.15	\$10,000.00	93.38%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$7,588.09)		0.00%
TOTAL OTHER EXPENSES	\$1,455,879.81	\$1,954,847.00	\$498,967.19	25.52%	\$1,182,291.79	\$1,797,795.22	\$2,035,133.00	41.91%
	\$2,144,263.80	\$3,382,999.00	\$1,238,735.20	36.62%	\$1,841,586.56	\$3,107,814.26	\$3,365,541.00	45.28%
NET (REVENUE)/EXPENDITURE	\$1,440,294.34	\$1,588,462.00	\$148,167.66	9.33%	\$600,745.97	\$916,451.94	\$1,103,843.00	45.58%

Fire Services - Second Quarter Ended June 30, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		50.0%	June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$176,553.08)	(\$252,142.00)	(\$75,588.92)	29.98%	(\$108,658.83)	(\$195,793.36)	(\$221,442.00)	50.93%
Government grants			\$0.00	0.00%		(\$1,547.00)		0.00%
Contribution from own funds			\$0.00	0.00%		(\$19,808.75)		0.00%
Other income		(\$2,700.00)	(\$2,700.00)	100.00%	(\$1,573.87)	(\$2,701.93)	(\$6,000.00)	73.77%
	(\$176,553.08)	(\$254,842.00)	(\$78,288.92)	30.72%	(\$110,232.70)	(\$219,851.04)	(\$227,442.00)	51.53%
EXPENDITURES								
Salaries	\$5,138,159.27	\$10,298,901.00	\$5,160,741.73	50.11%	\$4,811,083.58	\$12,070,900.34	\$9,620,896.00	49.99%
Benefits	\$1,465,030.71	\$3,061,275.00	\$1,596,244.29	52.14%	\$1,404,330.61	\$2,832,475.24	\$3,029,918.00	53.65%
TOTAL SALARIES/BENEFITS	\$6,603,189.98	\$13,360,176.00	\$6,756,986.02	50.58%	\$6,215,414.19	\$14,903,375.58	\$12,650,814.00	50.87%
Travel and training	\$31,890.23	\$116,220.00	\$84,329.77	72.56%	\$28,121.34	\$62,857.16	\$110,720.00	74.60%
Vehicle allowance, maintenance and repairs	\$67,246.92	\$145,929.00	\$78,682.08	53.92%	\$124,821.15	\$239,348.16	\$100,580.00	(24.10%)
Utilities and Fuel	\$86,917.41	\$264,989.00	\$178,071.59	67.20%	\$113,730.74	\$225,071.22	\$250,769.00	54.65%
Materials and supplies	\$29,023.10	\$80,600.00	\$51,576.90	63.99%	\$10,368.77	\$147,966.34	\$134,846.00	92.31%
Maintenance and repairs	\$75,023.10	\$110,771.00	\$35,747.90	32.27%	\$93,484.01	\$172,927.97	\$110,965.00	15.75%
Financial expenses	\$1,745.28	\$2,500.00	\$754.72	30.19%	\$1,098.51	\$2,636.27	\$2,500.00	56.06%
Purchased and contracted services	\$311.70	\$18,400.00	\$18,088.30	98.31%	\$5,511.69	\$15,448.30	\$15,755.00	65.02%
Transfer to own funds		\$303,000.00	\$303,000.00	100.00%		\$333,201.18	\$303,000.00	100.00%
Capital expense	\$9,525.01	\$60,566.00	\$51,040.99	84.27%	\$3,215.62	\$43,135.82	\$60,566.00	94.69%
Depreciation			\$0.00	0.00%		\$442,751.21		0.00%
TOTAL OTHER EXPENSES	\$301,682.75	\$1,102,975.00	\$801,292.25	72.65%	\$380,351.83	\$1,685,343.63	\$1,089,701.00	65.10%
	\$6,904,872.73	\$14,463,151.00	\$7,558,278.27	52.26%	\$6,595,766.02	\$16,588,719.21	\$13,740,515.00	52.00%
NET (REVENUE)/EXPENDITURE	\$6,728,319.65	\$14,208,309.00	\$7,479,989.35	52.65%	\$6,485,533.32	\$16,368,868.17	\$13,513,073.00	52.01%

Public Works & Engineering - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				50.0%	June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$1,566,540.64)	(\$3,455,659.00)	(\$1,889,118.36)	54.67%	(\$1,591,894.82)	(\$3,724,212.95)	(\$3,102,230.00)	48.69%
Government grants	(\$166,705.09)	(\$664,013.00)	(\$497,307.91)	74.89%	(\$171,058.12)	(\$711,357.46)	(\$689,013.00)	75.17%
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$96,658.93)	(\$10,500.00)	100.00%
Other income	(\$25,312.93)	(\$75,000.00)	(\$49,687.07)	66.25%	(\$46,810.82)	(\$120,451.80)	(\$18,500.00)	(153.03%)
	(\$1,758,558.66)	(\$4,199,672.00)	(\$2,441,113.34)	58.13%	(\$1,809,763.76)	(\$4,652,681.14)	(\$3,820,243.00)	52.63%
EXPENDITURES								
Salaries	\$8,744,993.72	\$18,508,964.00	\$9,763,970.28	52.75%	\$8,858,605.15	\$17,962,458.14	\$17,724,110.00	50.02%
Benefits	\$2,415,522.92	\$5,116,965.00	\$2,701,442.08	52.79%	\$2,484,243.87	\$4,413,604.52	\$5,261,474.00	52.78%
TOTAL SALARIES/BENEFITS	\$11,160,516.64	\$23,625,929.00	\$12,465,412.36	52.76%	\$11,342,849.02	\$22,376,062.66	\$22,985,584.00	50.65%
Travel and training	\$18,957.77	\$85,926.00	\$66,968.23	77.94%	\$35,926.26	\$84,774.89	\$105,509.00	65.95%
Vehicle allowance, maintenance and repairs	\$1,832,163.57	\$2,632,188.00	\$800,024.43	30.39%	\$2,546,198.48	\$4,358,928.84	\$2,475,237.00	(2.87%)
Utilities and Fuel	\$2,938,467.35	\$6,987,530.00	\$4,049,062.65	57.95%	\$2,505,930.22	\$6,312,813.02	\$6,887,326.00	63.62%
Materials and supplies	\$1,920,893.49	\$3,658,299.00	\$1,737,405.51	47.49%	\$1,881,474.82	\$4,254,899.93	\$3,757,415.00	49.93%
Maintenance and repairs	\$135,703.96	\$199,140.00	\$63,436.04	31.85%	\$161,307.15	\$238,509.26	\$260,000.00	37.96%
Taxes and licenses	\$68,343.63	\$124,715.00	\$56,371.37	45.20%	\$53,537.50	\$80,260.00	\$127,715.00	58.08%
Financial expenses	\$3,686.28	\$5,518.00	\$1,831.72	33.20%	\$2,105.65	\$6,244.72	\$2,507.00	16.01%
Purchased and contracted services	\$3,210,843.82	\$7,050,675.00	\$3,839,831.18	54.46%	\$2,941,318.10	\$6,788,990.88	\$7,015,823.00	58.08%
Transfer to own funds	\$692,415.00	\$3,732,846.00	\$3,040,431.00	81.45%	\$567,414.00	\$4,244,834.06	\$3,241,738.00	82.50%
Capital expense	\$27,424.90	\$94,618.00	\$67,193.10	71.02%	\$4,665.78	\$17,343.40	\$51,022.00	90.86%
Depreciation			\$0.00	0.00%		\$13,547,967.88		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$91,432.85)		0.00%
Less: recoverable costs	(\$196,439.63)	(\$220,130.00)	(\$23,690.37)	10.76%	(\$154,617.45)	(\$779,085.35)	(\$220,130.00)	29.76%
TOTAL OTHER EXPENSES	\$10,652,460.14	\$24,351,325.00	\$13,698,864.86	56.26%	\$10,545,260.51	\$39,065,048.68	\$23,704,162.00	55.51%
	\$21,812,976.78	\$47,977,254.00	\$26,164,277.22	54.53%	\$21,888,109.53	\$61,441,111.34	\$46,689,746.00	53.12%
NET (REVENUE)/EXPENDITURE	\$20,054,418.12	\$43,777,582.00	\$23,723,163.88	54.19%	\$20,078,345.77	\$56,788,430.20	\$42,869,503.00	53.16%
Public Works	14,412,895.93	30,177,585.00	15,764,689.07	52.24%				
Engineering	5,641,522.19	13,599,997.00	7,958,474.81	58.52%				
	20,054,418.12	43,777,582.00	23,723,163.88					

Public Works - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Percentage	
	Actual	2020		Budget-Rem	Actual To: June	Actual Year End	Budget 2019	Budget-Rem YTD 2019
REVENUE								
Fees and user charges	(\$1,190,308.75)	(\$2,249,886.00)	(\$1,059,577.25)	47.09%	(\$1,110,520.43)	(\$2,483,204.96)	(\$1,902,604.00)	41.63%
Government grants	(\$166,705.09)	(\$634,013.00)	(\$467,307.91)	73.71%	(\$171,058.12)	(\$647,539.90)	(\$659,013.00)	74.04%
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$79,833.28)	(\$10,500.00)	100.00%
Other income	(\$25,251.70)	(\$75,000.00)	(\$49,748.30)	66.33%	(\$46,695.16)	(\$120,336.14)	(\$18,500.00)	(152.41%)
	(\$1,382,265.54)	(\$2,963,899.00)	(\$1,581,633.46)	53.36%	(\$1,328,273.71)	(\$3,330,914.28)	(\$2,590,617.00)	48.73%
EXPENDITURES								
Salaries	\$7,311,578.34	\$15,437,391.00	\$8,125,812.66	52.64%	\$7,504,772.34	\$15,092,996.30	\$14,732,971.00	49.06%
Benefits	\$2,033,508.28	\$4,374,324.00	\$2,340,815.72	53.51%	\$2,115,184.57	\$3,739,017.56	\$4,452,457.00	52.49%
TOTAL SALARIES/BENEFITS	\$9,345,086.62	\$19,811,715.00	\$10,466,628.38	52.83%	\$9,619,956.91	\$18,832,013.86	\$19,185,428.00	49.86%
Travel and training	\$13,462.11	\$58,070.00	\$44,607.89	76.82%	\$31,455.31	\$71,221.13	\$78,040.00	59.69%
Vehicle allowance, maintenance and repairs	\$1,819,803.10	\$2,605,677.00	\$785,873.90	30.16%	\$2,540,246.81	\$4,336,346.38	\$2,449,933.00	(3.69%)
Utilities and Fuel	\$770,856.66	\$1,626,188.00	\$855,331.34	52.60%	\$913,905.32	\$1,713,207.40	\$1,561,574.00	41.48%
Materials and supplies	\$1,843,390.66	\$3,428,283.00	\$1,584,892.34	46.23%	\$1,802,769.49	\$4,052,850.93	\$3,513,292.00	48.69%
Taxes and licenses	\$68,343.63	\$124,715.00	\$56,371.37	45.20%	\$53,537.50	\$80,260.00	\$127,715.00	58.08%
Financial expenses	\$3,383.42	\$5,000.00	\$1,616.58	32.33%	\$1,761.34	\$5,402.34	\$2,000.00	11.93%
Purchased and contracted services	\$1,410,503.63	\$3,348,217.00	\$1,937,713.37	57.87%	\$1,151,244.44	\$3,180,570.16	\$3,292,995.00	65.04%
Transfer to own funds	\$692,415.00	\$2,307,149.00	\$1,614,734.00	69.99%	\$567,414.00	\$1,996,122.18	\$1,829,512.00	68.99%
Capital expense	\$24,356.27	\$46,600.00	\$22,243.73	47.73%			\$3,000.00	100.00%
Depreciation			\$0.00	0.00%		\$2,673,098.18		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$92,131.81)		0.00%
Less: recoverable costs	(\$196,439.63)	(\$220,130.00)	(\$23,690.37)	10.76%	(\$154,617.45)	(\$779,085.35)	(\$220,130.00)	29.76%
TOTAL OTHER EXPENSES	\$6,450,074.85	\$13,329,769.00	\$6,879,694.15	51.61%	\$6,907,716.76	\$17,237,861.54	\$12,637,931.00	45.34%
	\$15,795,161.47	\$33,141,484.00	\$17,346,322.53	52.34%	\$16,527,673.67	\$36,069,875.40	\$31,823,359.00	48.06%
NET (REVENUE)/EXPENDITURE	\$14,412,895.93	\$30,177,585.00	\$15,764,689.07	52.24%	\$15,199,399.96	\$32,738,961.12	\$29,232,742.00	48.01%
Operations								
Winter Control: Roadways and Sidewalks	6,197,919.06	7,946,887.00	1,748,967.94	22.01%				
Sanitary Sewers	912,320.22	1,976,217.00	1,063,896.78	53.84%				
Storm Sewers	117,812.34	620,779.00	502,966.66	81.02%				
Roadways and Sidewalks	397,324.51	3,600,228.00	3,202,903.49	88.96%				
Supervision and Overhead	1,499,351.39	3,069,218.00	1,569,866.61	51.15%				
Traffic & Communications	1,000,389.99	1,621,055.00	620,665.01	38.29%				
Carpentry	369,342.60	643,588.00	274,245.40	42.61%				
Administration	813,885.48	1,638,007.00	824,121.52	50.31%				
Buildings & Equipment	747,718.03	2,217,699.00	1,469,980.97	66.28%				
Waste Management	932,480.82	3,449,145.00	2,516,664.18	72.96%				
Parks	1,424,351.49	3,394,762.00	1,970,410.51	58.04%				
	14,412,895.93	30,177,585.00	15,764,689.07					

Engineering - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
					June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$376,231.89)	(\$1,205,773.00)	(\$829,541.11)	68.80%	(\$481,374.39)	(\$1,241,007.99)	(\$1,199,626.00)	59.87%
Government grants		(\$30,000.00)	(\$30,000.00)	100.00%		(\$63,817.56)	(\$30,000.00)	100.00%
Contribution from own funds			\$0.00	0.00%		(\$16,825.65)		0.00%
Other income	(\$61.23)		\$61.23	0.00%	(\$115.66)	(\$115.66)		0.00%
	(\$376,293.12)	(\$1,235,773.00)	(\$859,479.88)	69.55%	(\$481,490.05)	(\$1,321,766.86)	(\$1,229,626.00)	60.84%
EXPENDITURES								
Salaries	\$1,433,415.38	\$3,071,573.00	\$1,638,157.62	53.33%	\$1,353,832.81	\$2,869,461.84	\$2,991,139.00	54.74%
Benefits	\$382,014.64	\$742,641.00	\$360,626.36	48.56%	\$369,059.30	\$674,586.96	\$809,017.00	54.38%
TOTAL SALARIES/BENEFITS	\$1,815,430.02	\$3,814,214.00	\$1,998,783.98	52.40%	\$1,722,892.11	\$3,544,048.80	\$3,800,156.00	54.66%
Travel and training	\$5,495.66	\$27,856.00	\$22,360.34	80.27%	\$4,470.95	\$13,553.76	\$27,469.00	83.72%
Vehicle allowance, maintenance and repairs	\$12,360.47	\$26,511.00	\$14,150.53	53.38%	\$5,951.67	\$22,582.46	\$25,304.00	76.48%
Utilities and Fuel	\$2,167,610.69	\$5,361,342.00	\$3,193,731.31	59.57%	\$1,592,024.90	\$4,599,605.62	\$5,325,752.00	70.11%
Materials and supplies	\$77,502.83	\$230,016.00	\$152,513.17	66.31%	\$78,705.33	\$202,049.00	\$244,123.00	67.76%
Maintenance and repairs	\$135,703.96	\$199,140.00	\$63,436.04	31.85%	\$161,307.15	\$238,509.26	\$260,000.00	37.96%
Financial expenses	\$302.86	\$518.00	\$215.14	41.53%	\$344.31	\$842.38	\$507.00	32.09%
Purchased and contracted services	\$1,800,340.19	\$3,702,458.00	\$1,902,117.81	51.37%	\$1,790,073.66	\$3,608,420.72	\$3,722,828.00	51.92%
Transfer to own funds		\$1,425,697.00	\$1,425,697.00	100.00%		\$2,248,711.88	\$1,412,226.00	100.00%
Capital expense	\$3,068.63	\$48,018.00	\$44,949.37	93.61%	\$4,665.78	\$17,343.40	\$48,022.00	90.28%
Depreciation			\$0.00	0.00%		\$10,874,869.70		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$698.96		0.00%
TOTAL OTHER EXPENSES	\$4,202,385.29	\$11,021,556.00	\$6,819,170.71	61.87%	\$3,637,543.75	\$21,827,187.14	\$11,066,231.00	67.13%
	\$6,017,815.31	\$14,835,770.00	\$8,817,954.69	59.44%	\$5,360,435.86	\$25,371,235.94	\$14,866,387.00	63.94%
NET (REVENUE)/EXPENDITURE	\$5,641,522.19	\$13,599,997.00	\$7,958,474.81	58.52%	\$4,878,945.81	\$24,049,469.08	\$13,636,761.00	64.22%

Community Development & Enterprise Services - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Percentage	
	Actual	2020		Budget-Rem 50.0%	Actual To: June	Actual Year End	Budget 2019	Budget-Rem YTD 2019
REVENUE								
Fees and user charges	(\$2,643,343.04)	(\$8,412,655.00)	(\$5,769,311.96)	68.58%	(\$4,448,825.52)	(\$8,489,132.86)	(\$8,165,217.00)	45.51%
Government grants	(\$446,562.77)	(\$2,058,376.00)	(\$1,611,813.23)	78.31%	(\$691,064.48)	(\$2,043,124.90)	(\$1,859,805.00)	62.84%
Contribution from own funds		(\$100,000.00)	(\$100,000.00)	100.00%		(\$337,047.44)	(\$75,000.00)	100.00%
Other income	(\$183,890.99)	(\$242,100.00)	(\$58,209.01)	24.04%	(\$121,981.50)	(\$188,014.30)	(\$141,600.00)	13.85%
	(\$3,273,796.80)	(\$10,813,131.00)	(\$7,539,334.20)	69.72%	(\$5,261,871.50)	(\$11,057,319.50)	(\$10,241,622.00)	48.62%
EXPENDITURES								
Salaries	\$6,145,442.82	\$13,899,699.00	\$7,754,256.18	55.79%	\$6,072,232.33	\$12,530,909.76	\$12,581,351.00	51.74%
Benefits	\$1,808,869.53	\$3,394,225.00	\$1,585,355.47	46.71%	\$1,514,380.54	\$2,770,421.41	\$3,270,733.00	53.70%
TOTAL SALARIES/BENEFITS	\$7,954,312.35	\$17,293,924.00	\$9,339,611.65	54.01%	\$7,586,612.87	\$15,301,331.17	\$15,852,084.00	52.14%
Travel and training	\$17,561.86	\$166,722.00	\$149,160.14	89.47%	\$24,792.42	\$52,888.68	\$71,870.00	65.50%
Vehicle allowance, maintenance and repairs	\$481,060.42	\$963,069.00	\$482,008.58	50.05%	\$521,862.63	\$1,089,231.21	\$882,962.00	40.90%
Utilities and Fuel	\$1,223,282.36	\$3,104,934.00	\$1,881,651.64	60.60%	\$1,383,775.99	\$3,086,918.87	\$3,137,142.00	55.89%
Materials and supplies	\$232,003.67	\$935,363.00	\$703,359.33	75.20%	\$283,166.19	\$750,682.37	\$773,343.00	63.38%
Maintenance and repairs	\$459,966.19	\$1,221,630.00	\$761,663.81	62.35%	\$509,277.02	\$1,149,989.17	\$1,205,750.00	57.76%
Program expenses	\$39,474.63	\$170,625.00	\$131,150.37	76.86%	\$61,075.04	\$215,234.75	\$162,725.00	62.47%
Goods for resale	\$160,086.30	\$557,222.00	\$397,135.70	71.27%	\$257,571.74	\$601,210.99	\$581,490.00	55.70%
Rents and leases	\$1,841.64	\$81,350.00	\$79,508.36	97.74%		\$1,841.64	\$10,250.00	100.00%
Taxes and licenses	\$162,429.98	\$172,400.00	\$9,970.02	5.78%	\$160,277.13	\$187,308.13	\$170,750.00	6.13%
Financial expenses	\$39,778.51	\$91,960.00	\$52,181.49	56.74%	\$47,922.58	\$133,432.09	\$83,264.00	42.45%
Purchased and contracted services	\$400,738.66	\$1,583,942.00	\$1,183,203.34	74.70%	\$703,785.94	\$1,387,820.89	\$1,465,078.00	51.96%
Grants to others	\$111,173.46	\$16,500.00	(\$94,673.46)	(573.78%)	\$20,728.98	\$68,731.04	\$14,000.00	(48.06%)
Transfer to own funds		\$224,510.00	\$224,510.00	100.00%		\$441,339.50	\$196,205.00	100.00%
Capital expense	\$32,363.35	\$59,105.00	\$26,741.65	45.24%	\$26,880.95	\$171,946.54	\$51,085.00	47.38%
Depreciation			\$0.00	0.00%		\$1,765,393.68		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$5,000.00)		0.00%
TOTAL OTHER EXPENSES	\$3,361,761.03	\$9,349,332.00	\$5,987,570.97	64.04%	\$4,001,116.61	\$11,098,969.55	\$8,805,914.00	54.56%
	\$11,316,073.38	\$26,643,256.00	\$15,327,182.62	57.53%	\$11,587,729.48	\$26,400,300.72	\$24,657,998.00	53.01%
NET (REVENUE)/EXPENDITURE	\$8,042,276.58	\$15,830,125.00	\$7,787,848.42	49.20%	\$6,325,857.98	\$15,342,981.22	\$14,416,376.00	56.12%
Planning	694,217.00	989,152.00	294,935.00	29.82%				
LIP	(115,771.84)	0.00	115,771.84	.00%				
Humane Society	299,767.32	600,122.00	300,354.68	50.05%				
Recreation & Culture	562,586.41	1,583,691.00	1,021,104.59	64.48%				
Community Centres								
John Rhodes Community Centre	572,139.42	1,483,879.00	911,739.58	61.44%				
McMeeken Centre	88,381.20	158,029.00	69,647.80	44.07%				
Northern Community Centre	(4,165.62)	(21,660.00)	(17,494.38)	80.77%				
Outdoor Pools/Misc Concessions	18,737.82	161,894.00	143,156.18	88.43%				
Administration	350,736.87	756,122.00	405,385.13	53.61%				
GFL Memorial Gardens	345,115.94	718,592.00	373,476.06	51.97%				
Locks	(31,978.73)	27,896.00	59,874.73	214.64%				
Cemetery	161,242.81	(8,842.00)	(170,084.81)	1,923.60%				
Transit	3,925,612.13	6,481,374.00	2,555,761.87	39.43%				
School Guards	68,364.02	309,245.00	240,880.98	77.89%				
Community Development	705,677.53	1,658,822.00	953,144.47	57.46%				
Parking	65,564.83	120,168.00	54,603.17	45.44%				
Administration	336,049.47	811,641.00	475,591.53	58.60%				
	8,042,276.58	15,830,125.00	7,787,848.42					

Levy Boards - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To: June	Actual Year End	2019	Budget-Rem YTD 2019
REVENUE								
EXPENDITURES								
Grants to others	\$10,659,609.00	\$21,319,218.00	\$10,659,609.00	50.00%	\$10,431,521.38	\$21,088,928.00	\$21,257,110.00	50.93%
TOTAL OTHER EXPENSES	\$10,659,609.00	\$21,319,218.00	\$10,659,609.00	50.00%	\$10,431,521.38	\$21,088,928.00	\$21,257,110.00	50.93%
	\$10,659,609.00	\$21,319,218.00	\$10,659,609.00	50.00%	\$10,431,521.38	\$21,088,928.00	\$21,257,110.00	50.93%
NET (REVENUE)/EXPENDITURE	\$10,659,609.00	\$21,319,218.00	\$10,659,609.00	50.00%	\$10,431,521.38	\$21,088,928.00	\$21,257,110.00	50.93%

Outside Agencies (Main) - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				50.0%	June	Year End	2019	YTD 2019
REVENUE								
Government grants	\$110,321.16	(\$200,000.00)	(\$310,321.16)	155.16%	(\$52,415.45)	(\$169,666.61)	(\$200,000.00)	73.79%
	\$110,321.16	(\$200,000.00)	(\$310,321.16)	155.16%	(\$52,415.45)	(\$169,666.61)	(\$200,000.00)	73.79%
EXPENDITURES								
Grants to others	\$2,069,712.70	\$3,937,951.00	\$1,868,238.30	47.44%	\$2,029,217.36	\$3,798,068.88	\$3,840,156.00	1.10%
Transfer to own funds		\$80,000.00	\$80,000.00	100.00%		\$80,000.00	\$80,000.00	100.00%
TOTAL OTHER EXPENSES	\$2,069,712.70	\$4,017,951.00	\$1,948,238.30	48.49%	\$2,029,217.36	\$3,878,068.88	\$3,920,156.00	1.07%
	\$2,069,712.70	\$4,017,951.00	\$1,948,238.30	48.49%	\$2,029,217.36	\$3,878,068.88	\$3,920,156.00	1.07%
NET (REVENUE)/EXPENDITURE	\$2,180,033.86	\$3,817,951.00	\$1,637,917.14	42.90%	\$1,976,801.91	\$3,708,402.27	\$3,720,156.00	0.32%

Outside Agencies (Other) - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				50.0%	June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$88,213.00)	(\$130,000.00)	(\$41,787.00)	32.14%	(\$91,644.12)	(\$117,181.12)	(\$120,000.00)	23.63%
Contribution from own funds		(\$90,000.00)	(\$90,000.00)	100.00%		(\$78,120.75)	(\$80,000.00)	100.00%
	(\$88,213.00)	(\$220,000.00)	(\$131,787.00)	59.90%	(\$91,644.12)	(\$195,301.87)	(\$200,000.00)	54.18%
EXPENDITURES								
Materials and supplies	\$53,014.03	\$220,000.00	\$166,985.97	75.90%	\$79,913.18	\$195,301.88	\$200,000.00	60.04%
Grants to others	\$277,890.00	\$277,890.00	\$0.00	0.00%	\$954,951.32	\$1,492,056.00	\$1,492,056.00	36.00%
TOTAL OTHER EXPENSES	\$330,904.03	\$497,890.00	\$166,985.97	33.54%	\$1,034,864.50	\$1,687,357.88	\$1,692,056.00	38.84%
	\$330,904.03	\$497,890.00	\$166,985.97	33.54%	\$1,034,864.50	\$1,687,357.88	\$1,692,056.00	38.84%
NET (REVENUE)/EXPENDITURE	\$242,691.03	\$277,890.00	\$35,198.97	12.67%	\$943,220.38	\$1,492,056.01	\$1,492,056.00	36.78%

Economic Diversification Fund - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To: June	Actual Year End	2019	Budget-Rem YTD 2019
REVENUE								
Contribution from own funds			\$0.00	0.00%		(\$183,253.62)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$183,253.62)	\$0.00	0.00%
EXPENDITURES								
Materials and supplies	\$206,616.72		(\$206,616.72)	0.00%	(\$18,341.23)	\$183,253.62		0.00%
Transfer to own funds		\$500,000.00	\$500,000.00	100.00%		\$500,000.00	\$500,000.00	100.00%
TOTAL OTHER EXPENSES	\$206,616.72	\$500,000.00	\$293,383.28	58.68%	(\$18,341.23)	\$683,253.62	\$500,000.00	103.67%
	\$206,616.72	\$500,000.00	\$293,383.28	58.68%	(\$18,341.23)	\$683,253.62	\$500,000.00	103.67%
NET (REVENUE)/EXPENDITURE	\$206,616.72	\$500,000.00	\$293,383.28	58.68%	(\$18,341.23)	\$500,000.00	\$500,000.00	103.67%

Corporate Financials - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				50.0%	June	Year End	2019	YTD 2019
REVENUE								
Taxation	(\$119,806,925.58)	(\$120,985,175.00)	(\$1,178,249.42)	0.97%	(\$115,333,232.56)	(\$117,484,711.15)	(\$117,173,658.00)	1.57%
Payment in Lieu of taxes	(\$2,772,979.23)	(\$4,347,584.00)	(\$1,574,604.77)	36.22%	(\$2,452,260.72)	(\$4,347,638.03)	(\$4,366,415.00)	43.84%
Fees and user charges	(\$4,606,789.52)	(\$15,001,696.00)	(\$10,394,906.48)	69.29%	(\$6,204,023.26)	(\$13,368,008.24)	(\$14,537,330.00)	57.32%
Government grants	(\$8,463,048.69)	(\$15,960,400.00)	(\$7,497,351.31)	46.97%	(\$7,833,029.00)	(\$15,906,337.69)	(\$15,543,586.00)	49.61%
Interest and Investment income	(\$1,436,352.77)	(\$4,320,000.00)	(\$2,883,647.23)	66.75%	(\$1,719,484.61)	(\$5,339,761.65)	(\$4,320,000.00)	60.20%
Contribution from own funds	(\$14,712.30)		\$14,712.30	0.00%		(\$2,366,705.50)		0.00%
Other income	(\$454,296.10)	(\$2,530,000.00)	(\$2,075,703.90)	82.04%	(\$751,085.51)	(\$2,812,113.21)	(\$2,647,500.00)	71.63%
Change in future employee benefits			\$0.00	0.00%		(\$15,294.99)		0.00%
	(\$137,555,104.19)	(\$163,144,855.00)	(\$25,589,750.81)	15.69%	(\$134,293,115.66)	(\$161,640,570.46)	(\$158,588,489.00)	15.32%
EXPENDITURES								
Salaries	\$109.48		(\$109.48)	0.00%	\$403.44	\$2,360,233.28		0.00%
Benefits	\$14,000.00	\$20,000.00	\$6,000.00	30.00%	\$10,000.00	\$16,000.00	\$20,000.00	50.00%
TOTAL SALARIES/BENEFITS	\$14,109.48	\$20,000.00	\$5,890.52	29.45%	\$10,403.44	\$2,376,233.28	\$20,000.00	47.98%
Materials and supplies	\$53,283.22	\$308,427.00	\$255,143.78	82.72%	\$99,934.65	\$318,843.82	\$312,427.00	68.01%
Program expenses	\$380,047.50	\$760,095.00	\$380,047.50	50.00%	\$366,346.00	\$732,692.00	\$760,000.00	51.80%
Financial expenses	\$2,146,415.26	\$2,479,330.00	\$332,914.74	13.43%	\$1,342,696.57	\$3,383,029.48	\$2,494,330.00	46.17%
Purchased and contracted services	\$7,976.28	\$11,000.00	\$3,023.72	27.49%	\$137.57	\$3,134.78	\$7,000.00	98.03%
Grants to others		\$865.00	\$865.00	100.00%	\$863.72	\$863.72	\$865.00	0.15%
Transfer to own funds	\$203,776.90	\$12,509,849.00	\$12,306,072.10	98.37%		\$10,217,017.40	\$12,736,059.00	100.00%
TOTAL OTHER EXPENSES	\$2,791,499.16	\$16,069,566.00	\$13,278,066.84	82.63%	\$1,809,978.51	\$14,655,581.20	\$16,310,681.00	88.90%
	\$2,805,608.64	\$16,089,566.00	\$13,283,957.36	82.56%	\$1,820,381.95	\$17,031,814.48	\$16,330,681.00	88.85%
NET (REVENUE)/EXPENDITURE	(\$134,749,495.55)	(\$147,055,289.00)	(\$12,305,793.45)	8.37%	(\$132,472,733.71)	(\$144,608,755.98)	(\$142,257,808.00)	6.88%

Capital Levy & Debenture Debt - Second Quarter Ended June 30, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				50.0%	June	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$96,309.15)	(\$350,000.00)	(\$253,690.85)	72.48%	(\$156,922.30)	(\$341,494.53)	(\$350,000.00)	55.17%
	(\$96,309.15)	(\$350,000.00)	(\$253,690.85)	72.48%	(\$156,922.30)	(\$341,494.53)	(\$350,000.00)	55.17%
EXPENDITURES								
Long term debt	\$1,089,530.07	\$2,875,685.00	\$1,786,154.93	62.11%	\$1,107,295.26	\$2,867,066.52	\$2,875,685.00	61.49%
Transfer to own funds		\$6,242,580.00	\$6,242,580.00	100.00%		\$6,263,017.00	\$6,242,580.00	100.00%
TOTAL OTHER EXPENSES	\$1,089,530.07	\$9,118,265.00	\$8,028,734.93	88.05%	\$1,107,295.26	\$9,130,083.52	\$9,118,265.00	87.86%
	\$1,089,530.07	\$9,118,265.00	\$8,028,734.93	88.05%	\$1,107,295.26	\$9,130,083.52	\$9,118,265.00	87.86%
NET (REVENUE)/EXPENDITURE	\$993,220.92	\$8,768,265.00	\$7,775,044.08	88.67%	\$950,372.96	\$8,788,588.99	\$8,768,265.00	89.16%

	Target Level	Revenues	Expenditures	Uncommitted Balance
RESERVES				
<i>Operating Reserves</i>				
Tax Stabilization	\$5,700,000 - 10% own source revenue	Allocation of surplus as set out in Surplus Allocation Policy.	To smooth property tax increases. Reserve can only be accessed if the tax increase would otherwise be in excess of core inflation. Use of fund must have an "exit strategy" to reduce future dependency of the operating budget on the fund.	2,881,348
Contingency	Not applicable. Based upon requirements.	Annual contributions as required or recommended.	Unforeseen expenditures or contingent liabilities that may occur within a year that were not included in operating budget.	0
Community Development Fund	One time allocation	One time funding carried forward.	Community project support at Council direction	134,353
Conferences & Special Events	Not to exceed annual budget allocation of \$20,000.	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Grant funding as set out in the Conferences and Major Special Events Support/Assistance Policy	18,554
OMERS Premium Reduction	One time allocation from 1998 OMERS funding holiday. Level will depend on future recommendations	Allocation as required or recommended	Funds employee-based initiatives, such as staff development and employee wellness initiatives	46,323
Self Insurance- LT Disability		\$650,000 Funded from disability premium refunds. Once maximum is reached, the excess will become general corporate surplus	Funding for self-insured long-term disability premiums in excess of annual budget due to unexpected increases in claims.	650,000
Election	Based upon 4 year funding of estimated elections expenses.	Annual allocation from the operating budget based upon forecasted election expense.	Election related expenses.	145,874
Asbestos Abatement		\$250,000 Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Asbestos abatement required expenses.	242,443
Parks & Recreation	Not applicable. Based upon requirements.	a) Resol. 5(l) Feb 23/09 transferred all profits for future capital development of Strathclair Park b) Municipal Heritage Committee Book sales transferred for us by Historic Sites Board c) Resol. 5(j) Feb 23/09 allocates 10% of athletic field fees for future capital requirements d) Other Parks & Rec general	a) Strathclair future development b) Historic Site Board recommended expenses c) athletic field capital requirements	176,399
Designated Heritage Property Grant	Not to exceed annual budget allocation of \$12,000.	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Designated property grants as set out in the policy	6,000
Winter Control	40% of 5 year average winter maintenance costs. Minimum of \$500,000 (2018 5 yr avg - \$2,870,000)	Funded from surplus from the annual operating budget for winter control, if any	Provides additional funding for winter maintenance in the event that annual operating budget is insufficient due to adverse winter conditions.	900,000
Fire Special Training	Not applicable. Based upon requirements.	Funded from annual revenue from fire extinguisher training	Provides for fire training in excess of annual budget.	12,773

	Target Level	Revenues	Expenditures	Uncommitted Balance
Barrier Removal	Not to exceed annual budget allocation of \$85,000	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Funds barrier removal projects as set out in the accessibility plan	85,000
Economic Development Funds	\$1,000,000	Funded from annual budget allocation. Once maximum is reached, the excess will become general corporate surplus	Provides funding for economic development projects as set out by the Economic Development Fund criteria July 10, 2007	807,778
Hub Trail	One time allocation. Level will depend on future recommendations	Allocation as required or recommended	Provides funding for capital and maintenance of the John Rowswell Hub Trail	20,961
Green Committee	\$150,000	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Provides funding for Green Committee recommended projects	31,291
Best for Kids Committee-Social Services	Not applicable. Based upon requirements.	Semi-annual conference surplus/deficit transferred to fund program expenses (Best for Kids Committee resolution 2013 11 26)	Best for Kids program expenses	10,984
Best For Kids Program-CSD	Not applicable. Based upon requirements.	Funded from donations received in excess of costs in fiscal year	Best for Kids -Community Services Department program expenses	526
Police Contingency	\$300,000	Funded from operating budget capital allocation once Police Capital Reserve reaches target level. (Resolution 2017 05 29)	As approved by Polices Services Board	53,924
Event Development Fund	\$50,000	\$1 of Facility Fee per ticket sold for events at GFL Memorial Gardens (Resolution 2017 09 11)	To provide funding to co-produce and purchase shows and events at the GFL Memorial Gardens	21,331
Future SSM	Not applicable. Based upon requirements.	Funded from annual operating allocation not utilized in current budget year.	Funding of City share of FutureSSM project	488,286
Municipal Accommodation Tax (MAT)	Not applicable. Based upon requirements.	By-law 2018-218 provides for mandatory collection and remittance of the MAT.	As set out in by-law 2018-218	389,618
<i>Capital Reserves</i>				
Computer Software	\$100,000	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will be allocated to the Asset Management Reserve	Funding for computer software upgrades as required and recommended by Finance Department-Information Technology Division	36,000
Asset Management	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual operating allocation	Funding for asset management plan for City Owned buildings and other assets	1,196,225
GFL Memorial Gardens Capital	Not applicable. Based upon requirements.	Funded from annual capital surcharge on ticket sales at GFL Memorial Gardens	Provides funding for capital requirements of GFL Memorial Gardens not identified in the Asset Management Plan for buildings.	18,805
Facilities Maintenance	\$750,000	Funded from rent received from Ontario Works Building on Albert Street in excess of annual operating expenses. Once maximum is reached, the excess will be allocated to the Asset Management Reserve.	Funding for emergency maintenance requirements at any corporate facility which are not funded through Capital Budget, Asset Management Plan, Capital from Current or operations.	607,286

	Target Level	Revenues	Expenditures	Uncommitted Balance
Bondar Park Equipment	Not applicable. Based upon requirements.	Funded from annual net profits of the Bondar Park concession	Provides funding for equipment for Bondar Park concession	56,072
Skateboard Park	One time allocation. Level will depend on future recommendations	Donations received for skateboard park	Future capital improvements or maintenance of skateboard park	12,828
Engineering Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Funding for Engineering Department fleet and equipment. Excludes Building Division requirements which are funded from permit fees.	482,132
Connecting Links	One time allocation. Level will depend on future recommendations	Funded from one time provincial grant received for Wellington Street when connecting link status was revoked.	Provides for capital road improvements for revoked connecting link roadways.	-
PWT Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Funding for Public Work fleet and equipment requirements, excluding transit.	260,732
Waste Disposal Site	Not applicable. Based upon requirements.	Funded from tipping fee revenue in excess of landfill operational costs	Provides funding for capital improvements, expansion and/or post-closure costs of landfill site.	7,308,774
Transit Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Provides for the replacement of transit fleet and equipment	58,738
Fire Capital Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Funding for Fire Services fleet and equipment requirements.	197,476
Police Capital		\$750,000 Funded from annual budget allocation. Once maximum is reached, the excess will be allocated to the Police Contingency Reserve	Funding for Police Services fleet and equipment requirements.	462,520
Library Expansion		\$500,000 Funded from annual budget allocation. Once maximum is reached, the excess will be allocated to Asset Management Reserve	Provides for capital requirements of City-owned library facilities not included in asset management plan.	500,000
Leighs Bay Rail		\$65,000 Allocation as required or recommended	Provides for the future maintenance of the city owned Leigh's Bay rail line.	64,900
Railway	Not applicable. Based upon requirements.	Funded from annual budget allocation.	Provides for the future maintenance of the city owned rail lines.	100,000

RESERVE FUNDS

Reserve fund assets are segregated and restricted to meet the purpose of the reserve fund. Normally established with by-law
Obligatory reserve fund created whenever a statute requires revenue received for a special purpose be segregated from original revenues.
Discretionary Reserve Funds are created under section 417(1) of the Municipal Act. Established whenever a municipal council, local board or other entity wishes to earmark revenues to finance a future expenditures for which it has authority to spend money, and physically set aside as portion of any year's revenues so that funds are available as required.

* denotes obligatory fund

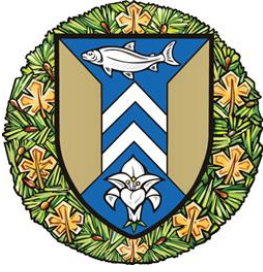
5% SUBDIVIDERS *	Not applicable. Based upon legislated requirements		Pursuant to The Planning Act 1990 section 42(1) and 51.1(1) payment in lieu of conveyance as a condition of development or agreement of subdivision and must be used for park or other public recreational purposes, including the erection, improvement or repair of buildings and the acquisition of machinery for park or other public recreational purposes. Sections 42(15) and 51.1(5) states funds to be paid into a special account and the money may be invested as permitted under the Municipal Act and the earnings paid into the special account.	391,141
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	Target Level	Revenues	Expenditures	Uncommitted Balance
CEMETERY	Not applicable. Based upon requirements		Provides for capital requirements including major maintenance and equipment of municipal cemeteries. Annual net revenue from cemetery operations transferred to fund.	-
INDUSTRIAL PARK	Not applicable. Based upon requirements		Provides for purchase of lands and property for industrial park development.	310,921
HOSPITAL	Not applicable. Will be closed with project completion	As recommended or required.	Remaining balance to provide for City share of Physician Recruitment Program.	127,022
PROPERTY PURCHASE	Not applicable. Based upon requirements		Proceeds from the sale of property to be used for property acquisitions of lands as authorized by Council.	260,683
PROVINCIAL GAS TAX *	Not applicable. Based upon requirements		Unspent provincial gas tax grants to be used in future years for municipal public transportation services.	7,504
FEDERAL GAS TAX *	Not applicable. Based upon requirements		Unspent federal gas tax grants to be used in future years for municipal roads, bridges, storm water systems and other capital as specified in agreement	-
BLDG PERMIT *	Not applicable. Based upon requirements		Provides for sufficient funds to continue operational and capital needs of the building permits process that are affected by fluctuation development.	256,625
OMC CYCLING *	Not applicable. Based upon requirements		Unspent OMC Cycling grant funds to be used in future years for new cycling lanes and infrastructure	-

Appendix D

Net Assessment Growth to June 30, 2020

Class	2020 Total Assessment Based on Returned Roll	2020 Total Assessment to June 30, 2020	Difference Between Returned Roll and Year End	
	CVA	CVA	\$	%
Taxable				
Residential	5,529,607,618	5,530,814,319	1,206,701	0.02%
New Multi-residential	3,405,000	3,405,000	0	0.00%
Multi-residential	430,646,638	430,646,638	0	0.00%
Com. Occupied	700,359,444	693,249,449	-7,109,995	-1.02%
Com. Exc. Land	4,940,660	5,322,560	381,900	7.73%
Com. On-Farm Bus.	3,800	3,800	0	0.00%
Shopping Occ.	149,508,430	143,041,124	-6,467,306	-4.33%
Office Occupied	17,383,500	16,873,600	-509,900	-2.93%
Parking/Vac. Land	29,771,800	29,823,800	52,000	0.17%
Ind. Occupied	44,474,800	44,474,800	0	0.00%
Ind. Exc. Land	811,800	811,800	0	0.00%
Ind. Vac. Land	6,483,500	6,622,500	139,000	2.14%
Ind. On-Farm Bus.	37,800	37,800	0	0.00%
Large Ind. Occ.	58,851,900	58,851,900	0	0.00%
Large Ind. Exc.	1,437,200	1,437,200	0	0.00%
Pipelines	26,281,000	26,281,000	0	0.00%
Farm	2,101,400	2,205,400	104,000	4.95%
Managed Forests	2,490,200	2,490,200	0	0.00%
Commercial Total Taxable	901,967,634	888,314,333	-13,653,301	-1.51%
Industrial Total Taxable	112,097,000	112,236,000	139,000	0.12%
Total Taxable	7,008,596,490	6,996,392,890	-12,203,600	-0.17%



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

COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Professional Services – Feasibility Study & Preliminary Design Concept for Kinsmen Centre

PURPOSE

This report has been prepared for your information and consideration. Staff is seeking Council Approval of the signature of an Agreement with IDEA Inc. for provision of professional services associated with undertaking a Feasibility Study & Preliminary Design Concept for a new Kinsmen Centre to be located in Kinsmen Park as required by FutureSSM - Community Development and Enterprise Services (CDES).

BACKGROUND

A Request for Proposal for the provision of professional services associated with the undertaking of this Project was forwarded to all firms on the City's bidder's list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 26, 2020.

ANALYSIS

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

Brook McIlroy, Thunder Bay, ON
David Ellis Architect Inc., Sault Ste. Marie, ON
IDEA Inc., Sault Ste. Marie, ON

The Proposals received were evaluated by a committee comprised of staff from the FutureSSM – Community Development and Enterprise Services.

Subsequent to Proposal evaluation, provision of the required Professional Services was awarded to IDEA Inc. of Sault Ste. Marie, ON. BDO Canada LLP of Sault Ste. Marie ON will perform certain services required in undertaking the Project. IDEA Inc. has proposed fees of approximately \$54,410 including non-rebatable HST plus disbursements (fees for sub-consultants are included in this amount) for provision of these services (the Project).

The fees proposed were within the staff approval levels as authorized in the Purchasing By-law.

FINANCIAL IMPLICATIONS

The Professional Fees as proposed (\$53,470 plus HST) can be accommodated from within FutureSSM’s approved budget of approximately \$235,000 for Consultants.

STRATEGIC PLAN / POLICY IMPACT

This Project is linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

RECOMMENDATION

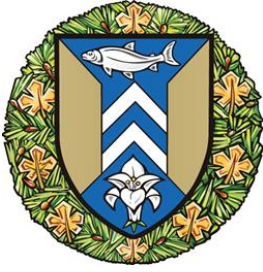
Resolved that the report of the Manager of Purchasing dated 2020 08 10 be received, and the recommendation that signature of the agreement of the Agreement with IDEA Inc. for provision of professional services associated with undertaking a Feasibility Study Preliminary Design Concept for a new Kinsmen Centre to be located at Kinsmen Park; in accordance with the Proposal as submitted, be approved.

By-law 2020-150 authorizing signature of the 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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Online Learning/Training System (LMS/TMS)

PURPOSE

This report has been prepared for Council's information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of an Online Learning/Training System (LMS/TMS) for the City of Sault Ste. Marie for the three (3) year period commencing August 2020 (with the option for up to two (2) additional years by mutual agreement), as required by Human Resources and Public Works. 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 April 9, 2020.

ANALYSIS

Proposals from five (5) Proponents were received prior to the closing date:

Agilicus Incorporated
InsightWorks Training Technologies
Noverant
Safetycare Inc.
Udutu Online Learning Solutions

The proposals received have been evaluated by a committee comprised of staff from Human Resources, Public Works, and Information Technology.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Noverant.

FINANCIAL IMPLICATIONS

Noverant has proposed fees of approximately \$29,500 plus HST for the first year of the engagement to set up and provide the LMS/TMS software. Annual fees of \$22,500 plus HST for software licensing and support for the following two (2) years will apply. The cost for the software and maintenance will be funded through Information Technology's approved budget for Software Support. Course Content (Intellectual Training catalog) will be acquired in years 2 and 3; and will be funded from the Training Budgets of the departments requiring the staff training.

STRATEGIC PLAN / POLICY IMPACT

Development of this Project is aligned with the development of employees as articulated in the Service Delivery Focus Area in the Corporate Strategic Plan.

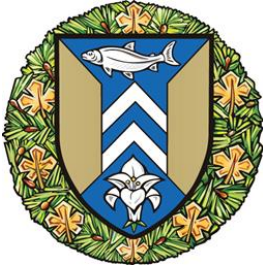
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 08 10 be received and the recommendation that the Proposal submitted by Noverant for the provision of an Online Learning/Training System (LMS/TMS), as required by Human Resources and Public Works., be approved; for the three (3) year period commencing August 2020 (with the option for up to two (2) additional years by mutual agreement); be approved.

Respectfully submitted,



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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 10, 2020

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: ‘Smart’ Industrial/Business Park Report

PURPOSE

The purpose of this report is to provide to Council an update with respect to establishing a ‘smart’ industrial/business park that includes a suitable inventory of industrial land that meets the requirements of various types of users, including: advanced manufacturers, digital technology companies, energy sector firms and other industrial/commercial users.

BACKGROUND

On January 14, 2019, City Council passed the following resolution:

Whereas municipal infrastructure investments are critical to economic development and sustainability; and

Whereas a considerable number of municipalities, nationally and globally, are investing in “smart industrial and business parks,” to ensure the ready availability of serviced land, which includes high-speed broadband and public transit for employees for new businesses; and

Whereas having an established smart industrial and business park could attract millions in investment, providing economic growth and taxes to the community; and

Whereas the City of Brighton, Ontario has an existing smart industrial and business park, including an interactive website, which provides prospective businesses to quickly and easily identify if the community meets their needs; and

Whereas the City of Cambridge, Ontario is building a new 160-hectare smart industrial park for new advanced manufacturing and other technology-based companies which will offer supply chain opportunities, and e-commerce; and

Whereas not only will this benefit potential new businesses, but existing companies that require “smart services”; and

Whereas a city that has an existing competitive industrial and business park will more likely attract companies to locate to a city that is ready to receive new migration vs a city that is not prepared; and

Whereas the Sault Ste. Marie Economic Development Corporation has already identified that investment-ready lands are critical to attract new opportunities; and

Whereas the City of Sault Ste. Marie lacks a smart industrial and business park which is a limiting factor in attracting entrepreneurs into the community;

Now Therefore Be It Resolved that City staff, Councillor Hollingsworth and Economic Development Corporation staff be requested to investigate and report to Council by July 2019 regarding creation of a sustainable smart industrial and business park including: best practices, required financial investment, potential location(s) and required infrastructure.

Staff have undertaken an assessment of these requirements and are reporting on actions taken to date.

The City of Sault Ste. Marie recognizes that its ability to accommodate existing and growing business, and to attract new investors, requires appropriate business and industrial properties that are ‘investment ready’ (all required infrastructure is provided – water, power, sewer, broadband/telecommunications and roads). An absence of this type of land, in turn, limits the City’s job and assessment growth.

In addition, when economic development staff receive inquiries for serviced industrial lands, staff respond immediately by discussing the client’s requirements to identify parcels that are suitable for development. Within the community, there are many parcels of zoned industrial land. However, these are typically smaller in size and have limitations as to suitability for a variety of users. Often, these parcels may be privately held and may not meet the requirements of a client, or do not have adequate servicing to be investment ready. Staff make the best effort to present private parcels as an option and work with local developers when possible.

The city has a number of competitive advantages to attract and grow business:

- Strategic location as a key international trade gateway
- Low cost electricity, and the potential for a smart electrical grid

- A strong base of both heavy and lighter manufacturing industries
- Particular sector strengths in advanced manufacturing, clean tech/renewable energy and Information Communication Technology

Taking into account these competitive advantages and sector growth opportunities, the City will need to offer competitive, suitable, modern industrial/business property to physically accommodate new and growing businesses in order to achieve its economic development goals.

ANALYSIS

In 2019, the Economic Development Corporation (EDC) undertook a study to understand the requirements of modern industrial parks. The report entitled “Research on Advanced Industrial/Business Parks Summary Report” was prepared for the EDC by Economic Growth Solutions Inc. (attached Annex ‘A’).

The report states that in larger cities, the private sector develops a variety of business space options based on thorough knowledge of supply and demand in those large and deep markets. However, many communities, particularly smaller cities and towns, suffer from a lack of choice in locations for businesses. This limits opportunities for investments, job growth, and tax base growth. As a consequence, in many of these smaller communities, the municipal government chooses to develop its own employment lands and properties.

Sault Ste. Marie has the opportunity for its next industrial/business park to offer more than a basic model. In fact, by raising the standards for eco-efficiency, design, and specialized services and infrastructure (based on cost estimates and market testing/analysis) we have the opportunity to design and build a truly advanced ‘smart’ industrial/business park. These features will help attract the fastest growing and highest value-added clusters of companies in a unique location which could be transformational for the regional economy.

At minimum, a new modern industrial park for Sault Ste. Marie should meet the standards for Ontario’s Certified Sites Program. In terms of services it should meet, at minimum, the servicing levels planned/provided. This should include: 3-phase electrical, natural gas, water, wastewater and telecommunications/high-speed broadband and potential access for rail. Meeting these standards would very likely result in a functional, successful park. In addition, there is a potential to integrate eco/green options in the ‘smart’ industrial/business park with a strong focus on clustering companies in a single or a set of related sectors that would benefit from co-location, programming, and specialized infrastructure. It is important to determine the right balance of industrial and commercial technology firms which will determine the standards required for these tenants and the costs involved in building out the infrastructure for the park.

As part of the Official Plan review process, the City commissioned Dillon Consulting in 2019 to study, among other aspects, the projected future demand for industrial land. The study highlighted that the demand (projected land needed) is 110 ha (approx. 272 acres). According to the Vacant Land use Inventory Map developed by City Planning, there is approximately 543 ha (approx. 1340 acres) of vacant available industrial land.

However, this includes lands that are designated industrial classification throughout the City and, it is important to note, that a large portion of this industrial land is privately owned and may not be suitable, of usable size, available for purchase or in a location that has the right infrastructure for a prospective company looking to expand in the community.

Staff have assessed the industrial lands inventory and offer the following observations on the current inventory of lands:

- There are 13.7 ha (approx. 34 acres) of City owned industrial land (Yates Ave - 10 acres, WoodPark Court - 15 acres and Peoples Rd - 9 acres); These properties still require additional servicing.
- An additional 42.1 ha (approx. 108 acres) of privately owned industrial lands are available for development (Sackville - 14 acres, Great Northern Rd - 58 acres, and Baseline 32 acres); Note: Some properties would be difficult to service in a timely manner to react to a potential investor's timelines.
- The balance of the over 400ha is comprised of a several parcels of very large property (availability is uncertain) and smaller sites located across the City.
- Costs range considerably on these parcels from \$25,000 to over \$90,000 per acre.

The report commissioned by the EDC suggests a modern 'smart' industrial/business park is required to ensure that opportunities for development are realized by having investment ready industrial lands.

Furthermore, the City should consider the Provincial Government's Certified Site program to meet all Provincial standards through achieving this designation. Once certified, there is an opportunity for the Province to promote these sites to attract foreign direct investment.

The report further suggests that staff undertake an exercise to explore the costs based on the size and model of the park and then test the attractiveness to external businesses/investors to determine demand at varying price points.

As Council is aware, and provided direction in Closed Session, staff has identified two potential sites that can serve as a suitable locations for a smart/industrial park. Staff is in discussions with the appropriate parties and once availability and valuations are complete, will return to City Council with detailed reports on the costs to acquire and service this land in order to develop a smart-industrial business park(s).

FINANCIAL IMPLICATIONS / POLICY IMPACT

At present there is no financial impact related to the review of a modern industrial 'smart' industrial/business park. Staff have begun the process to explore suitable parcels of lands in the community and associated development costs.

COUNCIL DIRECTION

Resolve that the report of the Deputy CAO, Community Development and Enterprise Services dated August 10, 2020 be received as information.

Respectfully submitted,



Tom Vair
Deputy CAO Community Development
and Enterprise Services
705.759.5264
t.vair@cityssm.on.ca

DRAFT

***Research on Advanced
Industrial/Business Parks***

Summary Report

Prepared for
Sault Ste. Marie Economic Development Corporation

By



ECONOMIC GROWTH SOLUTIONS INC.

April 2019

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1 – INTRODUCTION

The City of Sault Ste. Marie recognizes that its ability to accommodate existing and growing business, and to attract new investors, is limited by the lack of appropriate business and industrial properties available in the city. This, in turn, limits the City's job and tax base growth. The city has a number of competitive advantages to attract and grow business:

- ◆ Its location at a key international trade gateway
- ◆ Low cost electricity, and the potential for a smart electrical grid
- ◆ A strong base of both heavy and lighter manufacturing industries
- ◆ Particular sector strengths in advanced manufacturing, digital steel, clean tech and renewable energy, and lottery and gaming.

Despite these competitive advantages and sector growth opportunities, the City still needs to offer competitive, suitable, modern industrial and business properties to physically accommodate new and growing businesses.

The City is now considering how to meet market needs for modern industrial and business space. These needs may be met through the development of an integrated industrial/business park (industrial and commercial uses) or through the development of a new industrial park and additional development of office/commercial space in the downtown.

This brief report provides background information on:

- ◆ The international history of industrial and business parks – from early industrial districts to massive Smart Parks in Asia – providing relevant examples.
- ◆ The three broad types/models of industrial/business/technology parks typically found in Canada, and some relevant examples of these.

The report then turns to important considerations for Sault Ste. Marie as it further defines its vision for an Advanced Industrial/Business Park. In particular, the report explores issues around:

- ◆ Flexibility of uses, lot sizes, amenities and sector focus
- ◆ Servicing and infrastructure
- ◆ Design, sustainability and quality of place

Finally, the report sketches out some initial steps in implementing the vision, and for marketing the resulting product to local and external businesses.

2 – A SHORT INTERNATIONAL HISTORY OF INDUSTRIAL PARKS

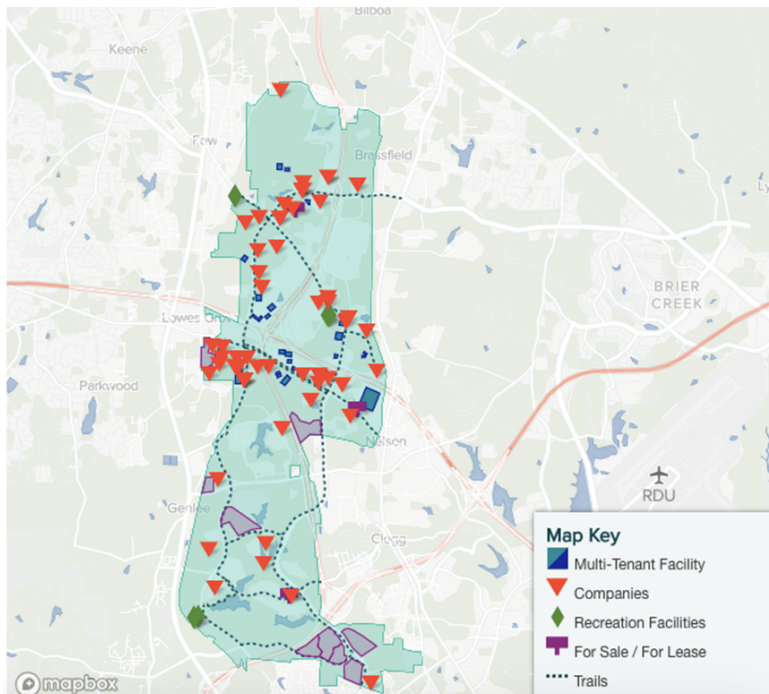
INDUSTRIAL DISTRICTS

During the Industrial Revolution, most production of manufactured goods moved from cottage industries to larger industrial operations. Many of these operations existed near transportation systems (rivers, canals, railways). When land use planning evolved, many of these activities were “zoned” in order to separate land uses and isolate noxious effects.

INDUSTRIAL PARKS

After World War II, southern US states, their energy utilities and railroad companies developed the basic industrial park to lure industries to the region by offering land suitable for new, modern, single storey buildings in dedicated and zoned districts/parks.

The most well-known and ambitious of these was the Research Triangle Park - <https://www.rtp.org/> - in North Carolina, which reserved thousands of acres of green field lands for research-intensive manufacturing companies and programmed the space to provide connections to the universities that anchored the three corners of the Triangle (NC State, UNC, and Duke University). Over the past decade RTP has made an effort to re-design itself to be more urbanized, with multi-storey, multi-tenant buildings, more amenities, specialized incubators, and shared spaces and services.



Map of the Research Triangle Park, North Carolina.

In the 1960's and 1970's, industrial parks spread throughout North America, Europe, and Asia (starting in Japan and Korea).

ECO-INDUSTRIAL PARKS

As concerns about the negative environmental impacts of industrial development became more widely shared, Eco-Industrial Parks were developed. These were modern industrial/business parks with a special emphasis on:

- ◆ Commitment to low environmental impact/low carbon footprint
- ◆ Energy efficiency through landscape features and sometimes renewable or shared co-generation power systems
- ◆ Requirements for LEED standard buildings
- ◆ “Circular economy” clusters in which the outputs (sometimes waste) from one company in the cluster become inputs for another company located nearby.

SMART ECO-INDUSTRIAL PARKS (EUROPE)

The European concept of a Smart Park is a modern Eco-Industrial Park with some additional features:

- ◆ Shared facilities such as meeting rooms, gyms, restaurants, and shared services
- ◆ A strong focus on industry clusters and consolidated co-located supply chains
- ◆ Often programmed by a dedicated staff to encourage company interactions, cluster development, access to research and specialized training programs
- ◆ Robust and reliable energy and broadband connectivity

Example - City of Joensuu, Finland

An example of the European Smart Park model is the Joensuu Smart Industrial Park (GreenPark),

www.joensuunyrityskiinteistot.fi/files/greenpark-en.pdf

Joensuu - “The Forest Capital of Europe” - is a city with a population of 76,000 and a regional population of 115,000. It is home to the University of Eastern Finland and the European Forest Institute.

The City has developed several business and industrial parks marketed to businesses with different needs:

◆ **Joensuu Science Park** – <https://www.businessjoensuu.fi/tiedepuisto/>

- Located in the city centre, this park accommodates 120 companies with 1000 employees – mainly in rented office space. Its sector focus is in audiovisual, ICT, Optics, Business Services and Software Engineering. The park is “programmed” to provide cluster support and provides shared meeting spaces and other services.

◆ **Joensuu GreenPark** – <http://www.joensuunyrityskiinteistot.fi/files/greenpark-en.pdf>

- This will be Joensuu’s newest park – described as “The Smart Business Park of the Future”. It is located close to the city centre and has access to a deep harbor connected to the Baltic Sea and adjacent rail connections.
- GreenPark is owned by the City of Joensuu and is being developed by the City’s real estate company. It is located adjacent to John Deere’s Forest Products manufacturing facility and has already attracted a cluster of firms which are suppliers to John Deere.
- In its newest phase it will expand solar and geothermal energy and build an intelligent energy system. It will also develop an internet of things (IoT) platform to connect supply chains and smooth logistics flows between John Deere and its suppliers. It is specifically designed to meet the needs of clean tech, wood and metal industries. The newest phase of development provides existing buildings to tenants, a centre for general business services, offices and conference rooms, food services and a gym.

Green Park, Joensuu, Finland



ASIAN SMART PARKS

In many developing Asian countries where historical cities are not suitable for modern industry, and where rapid growth needs to be accommodated, Smart Parks have been offered as a solution. These types of development are quite different than anything that exists elsewhere in the world. They have unique characteristics such as:

- ◆ Essentially they are whole new cities or new sections of existing cities built on greenfield land
- ◆ They often have a regionally or nationally defined mandate to be centres for particular industries such as digital media, advanced materials, optics or biotechnology
- ◆ They often cover tens of square miles
- ◆ They include not just industrial and office developments but retail centres, universities, and resident populations of up to a million people
- ◆ As new “greenfield cities” they are often equipped with the latest broadband connectivity, cloud based storage, and other “smart city” technology applications.

A good example of this model is found in Wuhan, China, the “Optics Valley”.

Example - City of Wuhan, China

Wuhan is a city of approximately eleven million people in a metropolitan area of 19 million in Central China – making it a “second tier” Chinese city. It has long been a crossroads for Chinese inland transportation and has a history as a centre of iron and steel production.

Wuhan has three industrial zones:

- ◆ **Donghu New Technology Zone** – Established in 1988 it encompasses seven business/industrial parks – Future City, Wuhan East Lake Free Trade Zone, The Optoelectronic Information Industrial Park, Optics Valley Modern Service Industrial Park, Optics Valley Smart Industrial Park, Optics Valley Chinese Sci-Tech City, and Optics Valley Central City. It is a designated national level centre for optoelectronics.
- ◆ **Wuhan Economic and Technological Development Zone** – Established in 1993 it covers 25 square kilometres and has specialized in automobile production, pharmaceuticals, chemicals, food processing and heavy industry.
- ◆ **Wuhan Biolake** – Established in 2008, Biolake covers 15 square kilometres and includes six business/industrial parks – Bio-innovation Park, Bio-pharma Park, Bio-agriculture Park, Bio-manufacturing Park, Medical Device Park, and Medical Health Park.

Biolake Industrial Park, Wuhan, China.



The night view of Biolake

3 – TYPOLOGY OF INDUSTRIAL/BUSINESS PARKS IN CANADA

There are three main types/models of industrial/business parks being developed in Ontario and Canada today:

- ◆ Municipal industrial parks
- ◆ Urban/suburban “prestige” industrial/business parks (mixture of industrial and office/commercial uses)
- ◆ Science/innovation/research parks

Some industrial park models may share characteristics of other models, so there is some overlap among these. Following are some examples of each.

MUNICIPAL INDUSTRIAL PARKS

These typically have the following characteristics:

- ◆ Usually developed on greenfield sites
- ◆ Usually developed on land owned by the municipality
- ◆ Most common in rural areas or smaller cities
- ◆ Usually looking to sell serviced industrial lots for build-to-suit occupiers
- ◆ They often can provide larger lots for single-storey occupation that may not be available near major population centres

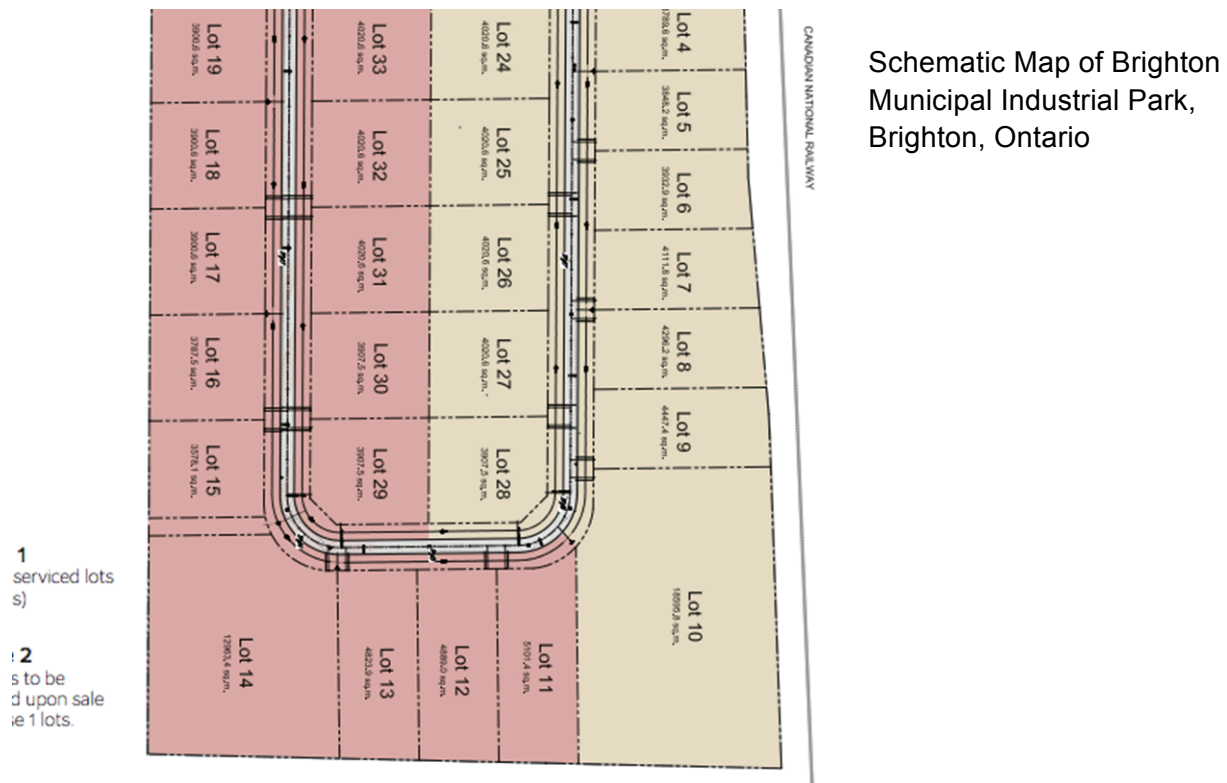
Example - Brighton, Ontario Industrial Park

www.brighton.ca/en/doing-business/resources/Industrial-Park

The City of Brighton, population 11,129, is located approximately 160 km East of Toronto adjacent to Highway 401. To provide investment-ready business/industrial sites, the municipality recently purchased a 51 acre site and has zoned and planned it for 34 serviced lots, with 16 lots offered in the first phase.

Most of the lots are between 1-2 acres and will be sold roughly graded. Lots will be serviced with three-phase electrical (Hydro One), natural gas (Union Gas), water and wastewater (Municipality of Brighton), and telecommunications/high speed broadband (Cogeco Fibre Solutions). Service level specifications are listed at the web site listed above.

The lands will be offered at \$35,000 per acre, and Industrial Development Charges are waived. Taxes and service charges are also detailed at the web site noted above.



URBAN/SUBURBAN “PRESTIGE” INDUSTRIAL/BUSINESS PARKS

These typically have the following characteristics:

- ◆ Suitable for light industry, “big box” retail, warehousing/logistics, and/or mid-rise office uses
- ◆ Usually developed by private sector developers on urban infill or suburban greenfield lands
- ◆ Offer modular, flexible “prestige industrial” buildings on sites for sale or lease.

A relevant example of this type of development is the IP Park Industrial Campus being developed in the City of Cambridge, Ontario.

Example - Cambridge, Ontario – IP Park Industrial Campus

<http://www.intermarketinc.com/cambridge-ip-park>

Intermarket Real Estate Group recently announced its intentions to bring a new “Industrial Campus” to market in Cambridge, Ontario. The project will ultimately incorporate @ 5 million

square feet of industrial floor space across @ 400 acres of greenfield lands within @ 3 km of Highway 401 in Waterloo Region and adjacent to the Toyota plant.

The Master Plan anticipates uses including industrial, office, tech, R&D, data centres, manufacturing and distribution. This will take place in stages:

- ◆ Phase 1A – Two buildings of flexible, multi-unit prestige industrial encompassing 550,000 square feet of floor space.
- ◆ Phase 1B – Auto dealerships facing Highway 8 frontage plus three mid-rise office buildings.
- ◆ Phase 2 – Seven buildings encompassing 875,000 square feet of prestige industrial uses in small-bay buildings plus opportunities for design/build facilities and flex industrial/office space.
- ◆ Phase 3 – Large scale buildings ideal for e-commerce, logistics, supply chain, and other “big box” industrial users. Likely design/build.

Master Plan, IP Park Industrial Campus, Cambridge, Waterloo Region, Ontario

Master Plan & Phases



Sales and leasing for the first two phases will be managed by Cushman and Wakefield and Colliers, which are both international ICI real estate firms.

Strong Node at Highway 401 & Highway #8



Major Companies in the Area

- 1 TOYOTA
- 2 MAZDA
- 3 HONDA
- 4 BlackBerry
- 5 pepsi
- 6 Frito Lay
- 7 Loblaws
- 8 CHALLENGER MOTOR FREIGHT
- 9 FedEx
- 10 Dare

Retailers in Close Proximity

- 1 NIKE
- 2 Reebok
- 3 COSTCO WHOLESALE
- 4 Walmart
- 5 Chapters
- 6 STARBUCKS
- 7 TD Bank
- 8 IKEA
- 9 MANDARIN
- 10 Yee Hing

Location and Surrounding Occupiers, IP Park Industrial Campus, Cambridge, Waterloo Region, Ontario.

SCIENCE/INNOVATION/RESEARCH PARKS

These typically have the following characteristics:

- ◆ They are often owned by or affiliated with universities and other higher education institutions
- ◆ These parks provide strong internal connectivity between academic and private sector research through cluster programming (seminars, applied research institutions, technology transfer and commercialization offices, etc.)
- ◆ They can be built as urban infill/re-use projects such as Hamilton's McMaster Innovation Park or as greenfield opportunities such as the Robert Johnston Research and Technology Park in Waterloo, Ontario.

Example - Hamilton, Ontario - McMaster Innovation Park

<http://aurpcanada.com/canadas-rt-parks/mcmaster-innovation-park>

Developed in 2005, and located on 26 acres in the former Westinghouse property and buildings within two miles of the McMaster University campus. The park has a focus on Health and Life Sciences, and Advanced Manufacturing and Materials.

The MIP received strong support from the Ontario and Federal governments including financial support and the location of some Federal and Provincial research centres (i.e. CANMET-MTL,

Canada's largest research centre specializing in metals and materials fabrication, and the McMaster Automotive Research Centre). It also accommodates forty companies employing 450 people in three retro-fitted and LEED-certified buildings.



McMaster Innovation Park, Hamilton, Ontario.

Example - Waterloo, Ontario – David Johnston Research & Technology Park

<https://uwaterloo.ca/research-technology-park/>

This is an example of a greenfield research/innovation/technology park. It is built on land owned by the university, just north of the main campus. Its sector focus is on digital technologies, software, and business start-ups.

The R&T Park includes an Accelerator Building which houses support organizations for start-ups (law firms, Ontario Centres of Excellence) and a start-up accelerator. Two other build to suit buildings are now on the property housing SAP and Open Text. Cluster networks and business acceleration activity is coordinated by Communitech, which also owns incubator spaces in downtown Kitchener.

David Johnston Research & Technology Park, Waterloo, Ontario.



4 – CONSIDERATIONS FOR AN ADVANCED INDUSTRIAL/BUSINESS PARK IN SAULT STE. MARIE

As the review of the historical development of industrial/office parks and the typology of business/industrial park models in Canada suggests, there is a very wide range of what can be described as an industrial or business park.

At minimum, a new modern industrial park for Sault Ste. Marie should meet the standards for Ontario's Certified Sites Program (see below). In terms of services it should also meet, at minimum, the servicing levels planned/provided for in the Brighton Industrial Park. Meeting these standards would very likely result in a functional, successful industrial park.

On the other end of the spectrum are "smart eco/green" business parks or tech parks with a strong focus on clustering companies in a single or a set of related sectors that would benefit from co-location, programming, and specialized infrastructure.

The central question for Sault Ste. Marie is therefore about how to find the right balance across three major considerations, each of which will determine the costs involved and the standards required in building out the park.

ONTARIO'S CERTIFIED SITE PROGRAM

The Ontario government has instituted a program to certify investment-ready industrial sites. This certification serves to guarantee a minimum standard of readiness for companies and/or site selectors looking for suitable properties.



www.investinontario.com/certified-sites

The program requires land owners/developers to provide evidence that a particular site or sites (inside or outside a designated industrial park) meet the following criteria:

- ◆ Are fully-serviced or readily serviceable as confirmed by the services providers (electricity, gas, waste, water and wastewater, and telecommunications)
- ◆ Are free of major development constraints
- ◆ Have completed a certain level of due diligence including:
 - Environmental site assessments
 - Archaeological assessment
- ◆ Have additional information available about the site:
 - Ownership and title details

- Property survey
- Detailed zoning and permitted uses information
- Road and rail access
- Utilities and servicing letters and maps
- Maps including topography, developable area and surrounding uses
- Community profile.

Certified sites are included in material provided to potential investors and site selectors by Ontario government officials. Some of the costs for certification can be reimbursed to the applicants. There are currently 20 certified sites listed on the government's Certified Site website ranging in size from a 3.2 acre site in an industrial park in Welland to a 152 acre divisible greenfield site in Alliston. Most of the Certified Sites in Ontario are in rural municipalities and smaller Ontario cities (outside the Greater Toronto Area).

There are five Certified Sites listed in Northern Ontario, located in:

- ◆ Greater Sudbury
- ◆ Parry Sound
- ◆ Pembroke
- ◆ Timiskaming Shores
- ◆ Thunder Bay

Map of Investment Ready: Certified Sites



FLEXIBILITY CONSIDERATIONS

There are three principal questions relating to the flexibility of the park. A more flexible approach would likely result in the park being occupied more quickly, but may not realize the city's ambitions to create a "smart" business park that might be transformative for the city and its most high value added clusters. With that in mind the city should consider its position on these three issues:

1. Mix of land uses desired/permitted

- Will the park be purely a place where the city services industrial lots for sale to industrial end users?
- Will the park include a mixture of light industrial uses with some mid-rise offices? The inclusion of office and/or commercial uses in a more suburban setting should be weighed against opportunities to develop these in a downtown setting.
- Will the park offer industrial and/or office buildings to rent for tenants/occupiers not wanting to "own" their property for financial or business reasons?

2. Sector/cluster focus and uses

- How much diversity or uniformity of activities should be targeted (i.e. light manufacturing, warehousing, data centres, office)?
- How much diversity or uniformity should be targeted by sector (i.e. any manufacturing/industrial sectors or does the city want the park to have a sector/cluster/supply chain focus)?

3. Lot sizes and configurations

- Will the park offer uniform sized lots (as with the 34 1-2 acre lots offered in the Brighton Industrial Park) or a variety of sizes for different targeted uses/occupiers (as is the case with the IP Campus in Cambridge)?
- Should the park initially offer/create large lots and subdivide them later for smaller users (as it is harder to re-assemble later for a large user)?

DESIGN CONSIDERATIONS

The design of the park itself – layout, landscaping, entry signage – can have a major bearing on its claim/status as a "green/eco" park as well as its attractiveness as a place to work. The design and build quality and energy efficiency of the buildings on the park site will also signal to the investor market and their employees the level of commitment to ecological sustainability and quality of place. Higher value added businesses with more highly paid employees will value a higher commitment to the following design issues:

- ◆ How strongly committed to principles of sustainability will the park be?
- ◆ Will the park employ landscape features (berms, trees) to increase energy efficiency?
- ◆ Will the park require a high LEED standard for buildings on the park site?
- ◆ What will be the standards for design quality and quality of place?
- ◆ Will the layout and landscaping include curbs, sidewalks, trees, and outdoor spaces to make it a more attractive location for employers and employees?
- ◆ What level of design standards for its building stock will the park require (i.e. will it require some uniformity of design, common elements, and quality materials)?

SERVICING AND INFRASTRUCTURE CONSIDERATIONS

The capacity of services offered at the park will also be a determining factor. Sault Ste. Marie's relatively low cost, renewables-focused, and reliable smart grid electricity will be a major feature at the park. The levels/capacity of other services provided will determine, and should be determined by, the types of users targeted by/attracted to the park. Other more specialized infrastructure could be provided on site depending on quality of place considerations and on the degree to which the City seeks to build cluster capacity and sectoral themes into the park:

- ◆ What should be the levels of servicing/capacity for:
 - electric power
 - natural gas
 - water/wastewater
 - telecommunications and broadband connectivity/capacity?
- ◆ Should the park provide a building for shared use by park tenants that contains amenities such as a gym, cafeteria, and rentable meeting rooms for client presentations and meetings?
- ◆ Should the park include specialized hard and soft infrastructure to create value-added, cluster-building programming, such as:
 - A small staff to organize seminars, training opportunities, etc. to build on a cluster theme
 - Possibly co-locating an organization already existing in Sault Ste. Marie (non-profit economic development organization, innovation agency, university/college program) that can provide a central hub and access to specialized training or applied R&D/prototyping for the cluster of companies both in the park and/or located elsewhere in the region?

IMPLICATIONS OF THESE CONSIDERATIONS FOR SAULT STE. MARIE

Sault Ste. Marie has needs for new business spaces to accommodate successful and growing local companies as well as external investors considering bringing new jobs to the city.

If the City is able to secure a suitable site (or sites) within the municipal boundary, it creates an opportunity to at least meet that need and possibly an opportunity to create something more transformative for the local economy. At minimum, the city should provide serviced industrial lots for purchase, and these should meet the standards for the Certified Investment-Ready Sites program, and provide servicing at least to the same level as the Brighton Industrial Park.

A higher standard would additionally require better landscape and building design to improve energy efficiency, walkability, and the overall attractiveness of the park. Several reports on design standards for industrial development are provided in the List of Sources Appendix.

A higher standard still, and one that might achieve the status of a true smart park (although there is no standard definition for that) would involve a concerted effort to market the park to clusters of related companies and to incorporate specialized hard and soft infrastructure to create synergies and a truly unique offer at the park.

Decisions about the desired level of aspiration for the park should be made on the basis of a fuller understanding of:

- ◆ The costs of higher capacity services, design standards, and sustainability investments (which will require negotiation with service providers and cost estimates from construction engineers)
- ◆ The appetite in the market for higher capacity services, design standards, sustainability, and opportunities for participation in an active cluster of related companies (which will require discussions with local and non-local companies/end users and realtors).

RECOMMENDATIONS AND CONCLUSIONS

Recommended Next Steps

Six key steps are recommended to initiate development of an advanced industrial park in Sault Ste. Marie:

1. If Council agrees that Sault Ste. Marie should expand its offer of modern industrial/business spaces it should work with the Ontario government to buy the land required. This land can be used, at minimum, to provide a Certified Sites/Brighton model of a modern but basic industrial park with lots for sale.
2. Construction engineers should develop rough cost estimates for 3-4 types/models of park, based on various levels of design quality and service capacities (which should be negotiated/agreed with services providers).

3. SSMEDC should test the attractiveness of these 3-4 models with local and non-local companies (especially in its key sectors) to determine the demand at various price points.
4. Based on the costs and market interest in various standards/models for the park, the City should choose a model, specify servicing and design standards, and commit funding. Essentially this is the stage at which the questions raised in the Considerations section of this report should be answered.
5. An architect/planner/engineer should develop a Master Plan for the Park.
6. Contracts should be let for preparing the land (grading etc.), servicing, and potentially landscaping and building some properties for rent.

Marketing the Park

The market testing process (Step 3 above) will provide a measure of the market demand for various options around standards/models, and particularly the interest of local and target companies in the key growth sectors. If there is a large company or a group of mid-sized companies in key sectors who express interest, there is more scope for a cluster-oriented park.

The market testing process is itself the beginning of the marketing/sales campaign to get the park occupied successfully.

If the decision is to adopt the basic (Certified Sites/Brighton) model, marketing the sites can be done either by the municipality or through a specialist ICI real estate firm.

A higher standard of park, and particularly a park that seeks to become an anchor location for a cluster of related firms will require a larger marketing strategy involving web site, traditional media, site selector and investor targeting and outreach, and hiring a specialist ICI real estate firm.

Conclusions

In larger cities, the private sector develops a variety of business space options based on thorough knowledge of supply and demand in those large and deep markets.

But many communities, particularly smaller cities and towns, suffer from a lack of choice in locations for businesses. This limits opportunities for investments, job growth, and tax base growth. As a consequence, in many of these smaller communities, the municipal government chooses to develop its own employment lands and properties.

A good, basic example of this is the Brighton Industrial Park, which provides serviced lots in an industrial park with up to date services and infrastructure.

Sault Ste. Marie may have higher aspirations for its next industrial/business park than this basic model. In fact, if it chooses to raise the standards for eco-efficiency, design, and specialized services and infrastructure (based on cost estimates and market testing/ analysis) it may design

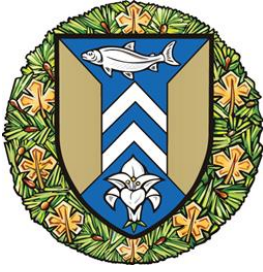
and build a truly advanced industrial/business “smart” park that brings together its fastest growing and highest value added clusters of companies in a unique location that potentially can be transformational for the regional economy.



APPENDIX – LIST OF SOURCES

The following sources were used to compile the research information in this report:

- 2014 Industrial Land Development Strategy – London, Ontario
- Does Every Town Need an Industrial Park? – Louis Grenier
- Eco-Industrial Park – City of Red Deer, Alberta
- Eco-Industrial Parks 2.0: Building a common global framework – The World Bank
- Establishment of Industrial Parks in Emerging Countries – Sojitz Corporation
- GREENPARK – The Smart Business Park of the Future – City of Joensuu, Finland
- Implementation Handbook for Eco-Industrial Parks – United Nations Industrial Development Organization
- Industrial Design Guidelines – Cambridge, Ontario
- Industrial Design Guidelines – Kelowna Airport Business Park
- Industrial Design Guidelines – Woodstock, Ontario
- Industrial Park Development Strategy and Management Practices – Ministry of Knowledge Economy, Government of Korea
- Industrial Park Development: An Overview and case study of Myles Standish Industrial Park, Taunton, Massachusetts – University of Rhode Island
- Industrial Park Investment Package – Municipality of Brighton, Ontario
- Innovista Eco-Industrial Park Development Guidelines – Hinton, Alberta
- Investment Ready: Certified Site Program Certification Instructions and Requirements Guide – Government of Ontario
- Looking to the Future: Priority Sector Assessment and Marketing Strategy – McSweeney Associates for City of Sault Ste. Marie
- Orleans Industrial Park Land Use & Design Study – City of Ottawa
- Sault Ste. Marie Centre of Manufacturing, Energy and Technology
- Sault Ste. Marie, Ontario Population and Employment Projections to 2036 – Metro Economics
- Smart Industrial Parks in China – Leiden University
- What are the facilities need for an industrial park in a smart city? Quora
- World's most powerful industrial park is a template for smart cities – Smart Cities Council – China's Suzhou Industrial Park



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

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: Broadband Application to CENGN to Support a Next Generation Broadband Network in Ward 5

PURPOSE

The purpose of this report is to seek Council's approval to submit an application to CENGN (Canada's Centre of Excellence in Next Generation Networks) for the Northern Ontario Residential Broadband Program to apply for a pilot program support the deployment of a next generation broadband network in Ward 5.

BACKGROUND

Within the community, there are areas where residents are underserved with access to broadband infrastructure and services due to limitations of telecommunication providers related to costs or low return on investment. Many residents of Ward 5 are working remotely from their residence due to the COVID-19 pandemic.

Broadband infrastructure and service is now a basic requirement for citizens to access services for health, education and commerce. The lack of digital infrastructure in this area of our community inhibits residents and businesses from working remotely and makes it more difficult in attracting residents to our community to enjoy the quality lifestyle the community can offer. Seniors and residents with disabilities also require quality internet services for home support and monitoring systems.

With the increasing demand for on-line municipal services, email communications, on-line cultural development, social media, distance learning, tele-medicine, remote medical monitoring, on-line homework/assignment submission for students, support for on-line business, and increasing need for on-line options to work from home, there is urgent need for high-performance, low-latency residential broadband access in Northern Ontario communities.

Through feedback received from the Sault Ste. Marie Innovation Centre (SSMIC) and residents in Ward 5, there is a deficiency in broadband infrastructure to adequately support these citizens and businesses, including those working remotely from home during the pandemic.

Working in partnership with SSMIC, staff have identified an opportunity to explore a pilot program to support the expansion of broadband services in Ward 5. Through CENGN, the City can submit proposal for full support of a pilot project that would demonstrate a technology solutions to offer flexible, lower cost or higher performance residential broadband access. This program seeks applications to trial new technology approaches that can offer an improved level of broadband access to unserved communities such as new residential broadband ecosystems. The outcome of the program is to share technical solutions with other Northern Ontario communities looking for access or improvements to residential broadband solutions in their community.

The goal of the specific project in Ward 5 will be designed to prove that a technology solution can be installed and tested while demonstrating a significantly improved level of residential broadband service to the community. This project will also demonstrate a marked improvement in the business case for residential broadband access improvements for the community.

ANALYSIS

Staff have commenced research on the proposed project and the submission would require developing a full understanding of needs of the residents and the proposed technology solution. Staff will work with the SSMIC to assess the demand (through GIS review and surveys).

CENGN has launched a Call for the 'Community and Technology EOI Submissions' on Tuesday August 4th, 2020. The City will have approximately 2.5 weeks to prepare our written response answering the EOI questions. The application will be due on Friday August 21st, 2020.

The SSMIC has experience with CENGN and has completed other successful pilot projects under other rounds of this program in the Algoma region. SSMIC staff are confident of the merits of the proposed pilot in Ward 5 and that it aligns with the intent of the program. Staff are supportive that the work for the submission is realistic in the timeframes identified.

As with other CENGN selected communities, it is anticipated there is NO cost associated with this project. The expectation is that the community will assist the technology provider by assisting / expediting the need for permits or space for equipment.

FINANCIAL IMPLICATIONS

There are no financial impacts with respect to submitting this application to CENGN as the program provides 100% support for the project. There are no additional costs anticipated at this time.

STRATEGIC PLAN / POLICY IMPACT

The project supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways. It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability. Undertaking this project is aligned with the Quality of Life and broadly the Community Development Focus areas.

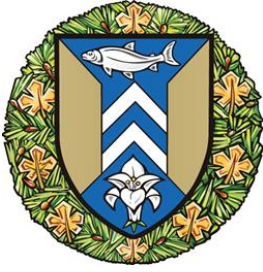
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 10, 2020 be received and that Council approves the submission of an application to CENGN for a pilot project to support the deployment of a next generation broadband network in Ward 5.

Respectfully submitted,

Tom Vair
Deputy CAO
705.759-5264
t.vair@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: GFL Memorial Gardens Fan Friendly Pricing

PURPOSE

The purpose of this report is to provide an update to Council regarding the impact of Fan Friendly pricing and to seek approval to implement the concept on a permanent basis at the GFL Memorial Gardens.

BACKGROUND

At the June 3, 2019 Council passed the following resolution:

Whereas balancing the cost of concessions must always strike a balance between satisfying fans and turning a profit for the concession stands; and

Whereas a recent trend in major league sports has been to implement fan-friendly pricing on the most popular menu items available at sporting events; and

Whereas fan-friendly pricing at major league sports venues across North America has resulted in increased revenue because it has increased the sale of concessions at major sporting events;

Now Therefore Be It Resolved that staff be requested to investigate and report to Council regarding the implementation of fan-friendly pricing at the GFL Memorial Gardens for the 2019-2020 Soo Greyhound Season, and, if it is proposed that a fan friendly menu be implemented, that a review be conducted after said season to determine the success of the fan-friendly pricing.

Furthermore, at a Council meeting dated July 15, 2019 the resolution below was passed.

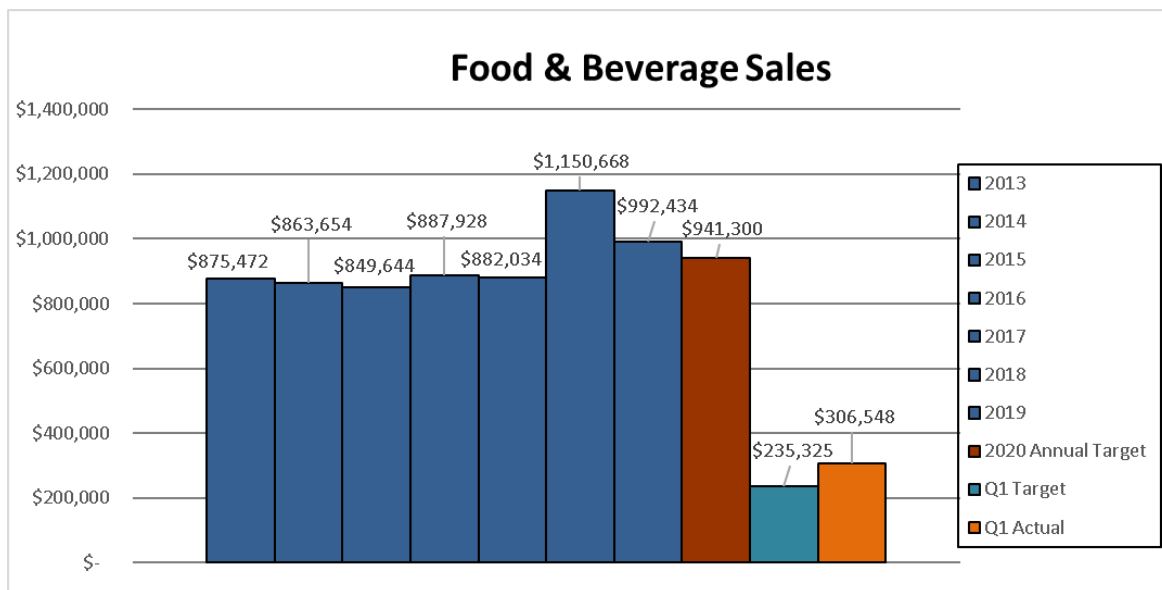
Resolved that the report of the Director of Community Services dated 2019 07 15 concerning Fan Friendly Pricing be received and that:

1. Existing “combo pricing” be further promoted
2. \$5/beer (taxes in - 10 oz.) be sold at select concessions
3. A fan friendly hotdog/ french fry/ popcorn option at \$3 (taxes included) each be introduced at select concessions

The GFL Memorial Gardens is a nationally respected and versatile event centre. For five consecutive years between 2008-2012, the GFL Memorial Gardens was nominated, along with seven other venues from across Canada, for the Canadian Music and Broadcast Award for Major Facility of the Year/under 8,000 Capacity – National Award.

ANALYSIS

Overall, the GFL Memorial Gardens had food and beverage sales of \$992K in 2019 compared to record sales of \$1.15M in 2018 and \$882K in 2017. Sales for 2019 exceeded the budget of \$941,500 by \$50,500. The drop in sales from 2018 to 2019 corresponds with a shorter playoff run for the Greyhounds. However, this is still up \$110K from 2017.



City staff implemented Fan Friendly Pricing for the 2019-2020 Soo Greyhound Season.

Fan Friendly - Items Sold 2019-2020 Season

Sep-Dec 2019			Jan-Mar 2020			
Items	Qty	Value	Item	Qty	Value	Total
FF Combo	233	\$ 1,030	FF Combo	140	\$ 618	\$ 1,648
FF Popcorn	128	\$ 338	FF Popcorn	80	\$ 212	\$ 550
FF Hot Dog	280	\$ 739	FF Hot Dog	241	\$ 637	\$ 1,376
FF Fries	37	\$ 98	FF Fries	19	\$ 50	\$ 148
FF Beer	47	\$ 208	FF Beer	6	\$ 27	\$ 234
Total Sales		\$ 2,412	Total Sales		\$ 1,543	\$ 3,956

Although Fan Friendly options represented a small portion of total sales, it does present another lower price point option for patrons who may not have otherwise been able to enjoy in the offering. In addition, Combo Sales provide excellent value for product received and represented \$68,000 in sales for 2019.

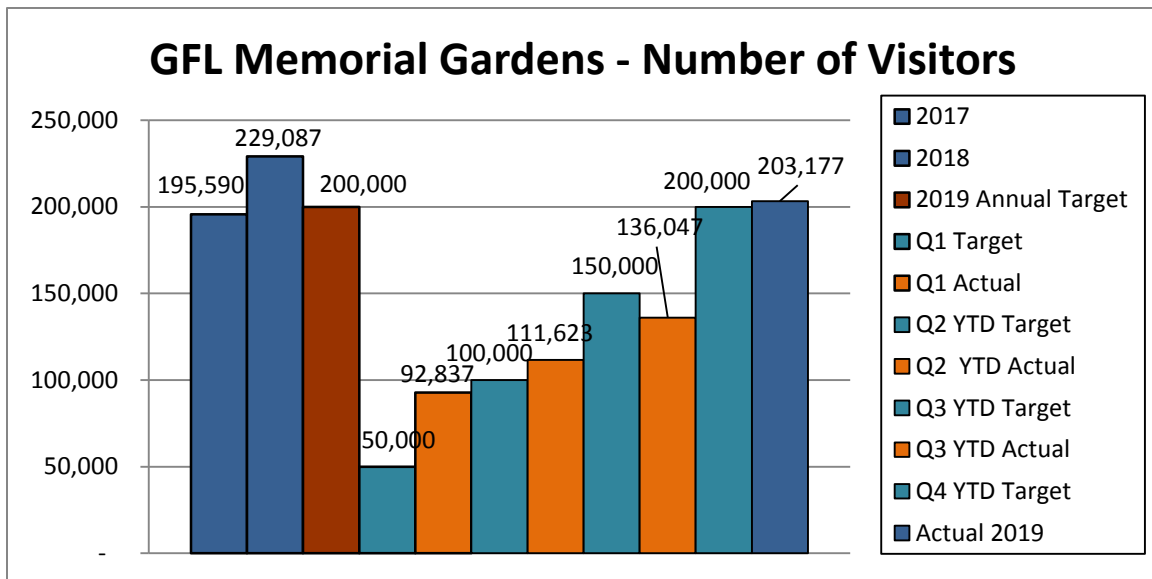
The GFL continues to explore ways to increase engagement through food and beverage offerings.

Summary of new and ongoing initiatives:

- Replacement of plastic plates and food containers with biodegradable containers, which continues to expand the GFL’s commitment to “green packaging” to aid with lessening the impact on the environment. This initiative is further to the introduction of paper straws that took place for the 2018-2019 season. Green packaging, also known as sustainable packaging or eco-friendly packaging, refers to packaging designs, which have the lowest environmental impact possible.
- The GFL offers “combo pricing” and special family packages with concession discounts, something that is not a common.
- Additional Point of Sale locations in the facility than was previously in place. This initiative has maintained strong sales performance and aids in reducing long wait times. The variety of food stations and product offerings have expanded to include
 - the Hot Dog House (Foot Long Hot Dogs & Sausage Bar),
 - the Coffee House
 - Cotton Candy Station.
 - Cocktail Specialty Bar-South End (Frozen Margaritas, Spiked & Freshly Squeezed Lemonade)

- Deep Fried Chocolate Bar, Cheesecake
- Flying Saucer Pastry Deserts and
- **Coming Soon:** Personal Pan Gourmet Pizza on South End Concourse
- Providing product diversity. The “something for everyone concept” and “grab and go” options improves customer service.
- Increased operating hours at the Molson Hockey House with expanded seating.
 - The GFL is opening an extra hour early before every 7pm game, with doors opening at 5:00pm for restaurant service.
 - At 2.5 patron turns on retail seating, full by 5:30pm on most games, the increased hours are contributing to fans coming to the downtown core earlier than game time.
- Service delivery efficiency improved by adding pre-pour for popular draft beverages five minutes before period end.
- Opening of the Angelo Bumbacco Room Lounge downstairs between periods with projection big screen TV broadcasting all home games to assist with in between period lineups and better customer service.
- Food service is available upon request for smaller events in the Centre’s fully licensed Angelo Bumbacco Room and multi-purpose rooms.
- To address long line-ups at concerts, a Point of Sale (POS) RFP has been issued which was approved through the 2020 capital budgeting process. The system we are using is very old and the response time is poor. A new POS could not only be uses at the GFL Memorial Gardens but also implemented across our concessions city-wide utilizing hand held units at special events. This will lead to greater efficiency for billing and debit transactions. Patrons will not have to go to another line to use the debit machine and it will ensure a debit/credit machine at each purchase point.
- In an effort to support community development, we have allowed provisions for local craft breweries to gain sales through our alcohol RFP.

All of these changes have resulted in food and beverage net profit of \$202,692 (budget - \$182,505) for 2019. The Greyhounds continue to draw in excess of 4,000 paid patrons per game over the last three years and the venue experienced record food and beverage sales and surplus for 2018. Total attendance for all events at the facility for 2019 was at 203,177 (of this 172,972 in paid attendance was for Greyhound games). There were 15 events with total attendance of approximately 30,205 patrons.



The GFL Memorial Gardens is far from the highest price for concessions or beverages when compared to other OHL venues. The pricing strategy is to be in the mid-range when comparing other like size OHL Venues in similar markets. Pricing decisions are ongoing to reflect current market conditions and in relation to cost of goods sold.

Staff are recommending that Fan friendly pricing alternative continue to be a constant offering as part the GFL available options for purchase.

FINANCIAL IMPLICATIONS

Fan friendly pricing had a nominal impact on overall sales figures. However, it does provide another value sales opportunity to augment existing product offering.

STRATEGIC PLAN / POLICY IMPACT

With this venue being located in the heart of downtown, it easily increases the vibrancy of the downtown area as with each event that takes place; citizens and visitors alike enjoy downtown and visitors often stay at the downtown hotels. This is in direct correlation with the Quality of Life focus area of the Corporate Strategic Plan. In addition to the economic benefits, the social benefits of the GFL Memorial Gardens are far reaching. The sporting and entertainment spectator events staged at the facility and the use of the facility as a community centre for sports and recreation, increase local quality of life and help attract new residents to the community.

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

- Within the Service Delivery, focus area it continues to assist in delivering excellent customer service to citizens.

- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.

RECOMMENDATION

It is therefore recommended that Council take the following action:

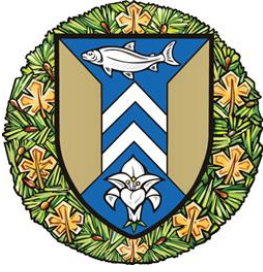
Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 08 10 concerning Fan Friendly pricing be received.

Furthermore, that Council approve that “Fan Friendly Pricing Options” become a permanent product offering at the GFL Memorial Gardens.

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Northern Transfer Point Agreement with Sault College

PURPOSE

To seek Council's approval to enter into a fifty (50) year land lease agreement with Sault College of Applied Arts & Technology (Sault College).

BACKGROUND

Transit Consulting Network was retained in 2017 to undertake a comprehensive operational review of conventional transit services. The objectives of the study were to reverse the service and ridership decline in recent years, by looking at alternatives that can reduce average travel time and improve transit coverage to serve more residents. They also looked at reinstating late Sunday service and other measures to increase Transit ridership, while remaining within the existing 80,000 service hours.

At the Council meeting dated April 9, 2018 the following report of the Manager of Transit and Parking was approved by Council.

Transit Route Optimization Study

Resolved that the report of the Manager of Transit and Parking dated 2018 04 09 concerning Transit Route Optimization Study be received and that City Council proceed with the implementation of the Transit Route Optimization Plan beginning June 3, 2018 which will include:

- Return of late evening Sunday service;
- Addition of the Great Northern bus to connect the Great Northern Road area to the Downtown Business area;
- Moving forward with east-west connectors and route enhancements that reduce travel time and reduce the need to travel to the downtown terminal; and that staff be requested to develop a plan to maximize the City's share of the Public Transit Infrastructure Funding over the next ten years and

make Transit infrastructure a priority in order to leverage this funding opportunity.

At the meeting held April 27, 2020 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2020 04 27 concerning the Northern Transfer Point consultant selection be received, and that Council authorize extending KRESIN Engineering Corporation's fees on the Northern Avenue Improvements project by \$27,700 to include the Northern Transfer Point tendering and contract administration.

At a meeting held June 8, 2020 the following resolution was passed.

Resolved that By-law 2020-123 being a by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the Northern Avenue Improvements (Contract 2020-5E) be passed in open Council this 8th day of June, 2020.

At a recent meeting held July 13, 2020 Council was informed of the transit route changes to support the Northern Transfer Point The following resolution was passed.

Resolved that the report of the Director of Community Services dated 2020 07 13 concerning Transit Route Optimization Update Supporting the Northern Transport Point be received as information.

ANALYSIS

Transit services and Legal have negotiated a long-term lease agreement with Sault College to support the construction of the Northern Transfer Point (NTP) on Sault College Property. The NTP will provide many benefits to improve service delivery with increased access for students, more frequent and direct service as well as additional options to access more destinations.

The term of the agreement will be fifty (50) years and effective at the commencement of the construction date. The NTP will be operated and maintained by Transit Services and utilized by the public.

It will be necessary for Sault Ste. Marie PUC Distribution to run a dedicated line from one or two poles for power supply and to track power usage. By-law 2020-157 authorizing the execution of a Private Power Line Crossing – Crossing Private Property User Acknowledgement appears under item 11 of the Agenda.

A Transfer Payment Agreement will follow for signature with respect to the Investing in Canada Infrastructure Program (ICIP). Sault College is in the process

of obtaining final approval (under section 28) from their ministry but supports the negotiated agreement as presented.

Transit Services is always willing to receive any feedback from the public for any proposed changes. Comments and or concerns can be shared by calling 705-759-5438 or emailing transit@cityssm.on.ca. The Transit Division continues to research and explore new ways to ensure the most appropriate and timely service is being provided to the community.

FINANCIAL IMPLICATIONS

The Construction of the NTP has been approved through the 2019 annual capital budgeting process at an amount of \$500,000. This project is eligible for the ICIP funding. The City will be responsible for \$133,350.

The City will be responsible for ongoing utility and maintenance costs as part of the agreement. Costs can be accommodated within Transit's Operating Budget.

STRATEGIC PLAN / POLICY IMPACT

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally, it supports the focus area of infrastructure. New infrastructure is essential to the City's growth, economic development, citizen safety and quality of life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 08 10 be approved.

By-laws 2020-142 and 2020-157 and supporting agreement appears elsewhere on the agenda for approval.

The related transfer payment agreement to access related ICIP funding will appear on a future Council Agenda.

Northern Transfer Point Agreement with Sault College

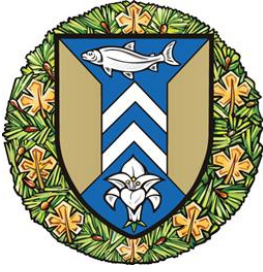
2020 08 10

Page 4.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. Lamming", with a long horizontal flourish extending to the right.

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
COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Supplemental Funding Request - ECNHS

PURPOSE

This is a request for Council's approval to access the Historic Sites Trust Fund reserves in the amount of \$100,000 to fully maximize the Rural Economic Development Program – Strategic Economic Infrastructure Stream grant dollars available in the amount of \$95,000 for the Ermatinger Old Stone House capital asset management and rehabilitation of the cultural heritage attraction.

BACKGROUND

The Rural Economic Development program (RED), through the *Strategic Economic Infrastructure Stream*, offers applicants up to 30% of eligible project costs. This Provincial funding program assists in rehabilitation of cultural, heritage and / or tourism attractions. Restoration of a historical building meets the criteria.

Council approved \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations, and it is this allocation that will guarantee the municipal financial commitment for this program application.

The Historic Sites Board is aware of the RED program and the City's efforts to research and apply for funding for the asset management of:

- Restoration of the four (4) chimneys on the Old Stone House – Masonry Work
- Restoration of the windows of the Old Stone House
- Restoration of the portico and front steps
- Restoration and waterproofing of the foundation / basement and portico steps of the Old Stone House.

At a meeting, dated November 13, 2019 the Historic Site Board passed the resolution below and the Parks Canada National Cost Sharing Program application was submitted on November 15, 2019.

Moved by: C. Wiseman

Seconded by: J. vanHaaften

“Resolved that the members of the Historic Sites Board approve the application to Parks Canada, National Cost Sharing Program as presented, with a budget ask of \$100,000.”

The RED grant leverages the City and Parks Canada Grant Contributions if approved up to \$95,000. On May 22, 2020, the City received notification by way of letter (Appendix A) that the Municipality was approved in the amount of \$95,000 to support the project from RED.

Furthermore, on July 13, 2020, Parks Canada provided written notification (Appendix B) that the project was not selected for funding. This in turn limited the corresponding RED grant program funding available unless the City could cover the shortfall.

On July 16, 2020, the RED coordinator informed City staff they would fund the full \$95,000 grant if the City committed an additional \$100,000 towards the project.

At the Historic Sites Board meeting held July 15, 2020 the following resolution was passed.

Moved by: D. Conyers

Seconded by: M. Shoemaker

“Resolved that the Historic Sites Board approve the use of the accumulative brick trust reserve funds for the purpose of the 2020 restoration capital construction project, and whereas, the additional funds will maximize, subject to approval, the contribution from the Provincial Rural Economic Development program.”

ANALYSIS

A preliminary report has been completed by STEM Engineering regarding the maintenance needs of the Ermatinger•Clergue National Historic Site, in conjunction with the reports prepared for the Municipal Asset Management program, in order to substantiate the restoration required and estimated cost analysis.

Staff have applied to both programs (RED and Parks Canada) to maximize the potential for grant funding that became available after the 2019 capital budget process was complete. The project submission was all encompassing at \$338,000 detailed as follows:

ECNHS Rehabilitation Project	Original	Revised to max Grant Applications	
OSH Basement-Foundation	\$ 75,000	\$ 75,000	
OSH Chimneys	\$ 8,000	\$ 8,000	
OSH Windows	\$ 60,000	\$ 180,000	Costs Escalated
Subtotal		\$ 263,000	
Front Porch		\$ 47,000	
Professional Services-PM		\$ 19,000	
Shutters-Framing		\$ 9,000	
Total Included for both Grant Applications	\$ 143,000	\$ 338,000	

Based on the approval received from RED at 30% of eligible project costs there is \$185,900 available to go towards the projects at this time.

What is approved now:

City Approved Budget	\$ 143,000
RED Up to 30% capped at \$95K	\$ 42,900
Total	\$ 185,900

If Council supports the supplemental investment of \$100,000 accessing Historical Site Board reserves the Municipality will receive an **additional \$52,100** from RED as confirmed by the RED program coordinator and agreement referenced elsewhere on the agenda. Essentially 52 cents on the dollar invested.

If City increases contribution through reserve can receive:

City Approved Budget	\$ 143,000	
Historic Sites Trust Fund	\$ 100,000	
RED Up to 30% capped at \$95K	\$ 95,000	Up from \$42,500 approved
Total Revised Project	\$ 338,000	

The Historic Sites Board and City staff recommend as presented.

FINANCIAL IMPLICATIONS

Council approved \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations for the following projects:

- Old Stone House windows \$60,000
- Old Stone House basement \$75,000
- Old Stone House chimneys \$ 8,000
- Total approval: \$143,000

In order to move forward with this request the additional \$100,000 would be sourced from the Historic Sites Trust Fund. There are sufficient funds available to cover the request.

STRATEGIC PLAN / POLICY IMPACT

The Historic Sites Board of Council has a strategic plan in which restoration projects continue to be a goal in order to maintain the integrity of the National Historic Site. The plan ensures the maintenance of the heritage buildings, grounds and newer Heritage Discovery Centre, in order to remain a viable tourism attraction and continue with its mandate of stewardship of the Museum.

The Ermatinger•Clergue National Historic Site aligns within the Cultural pillar and policy within the Municipal plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“That the report of the Directory, Community Services dated 2020 08 10, concerning the supplemental investment to access additional grant funding through the Rural Economic Development program be received and that the request of the Historic Sites Board to access \$100,000 in trust funds to support the rehabilitation project be approved subject to RED approval.

Furthermore, that by-law 2020-145 and related RED agreement appears 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

APPENDIX A

**Ministry of Agriculture,
Food and Rural Affairs**

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Email: RED@ontario.ca

**Ministère de l'Agriculture,
de l'Alimentation et des
Affaires rurales**

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél.: 1-877-424-1300
Courriel: RED@ontario.ca



Rural Programs Branch

May 22, 2020

File Number: RED5-09222

Kathy Fisher, Curator

Email: k.fisher@cityssm.on.ca

Corporation of the City of Sault Ste. Marie
800 Bay Street, P.O. Box 580
Sault Ste. Marie, ON, P6A 3G4

Dear Kathy Fisher:

Thank you for submitting your application titled "**Restoration of the Ermatinger Old Stone House**" to the Rural Economic Development program.

I am pleased to inform you that your project has been conditionally approved to receive funding at **twenty-eight per cent (28%)** of your eligible costs up to the amount of **\$95,000.00**. This is subject to the execution of a Contribution Agreement ("CA") between the recipient(s) and the Ministry of Agriculture, Food and Rural Affairs ("Ministry").

Funding decisions are based on the merits of each individual application using the program assessment criteria. Only those projects with the highest alignment to the program outcomes are approved for funding.

As a condition of funding for your project, you will be required to meet the following condition prior to returning this letter of approval and before your Contribution Agreement can be fully executed:

- Conditional on securing the \$100,000 from Parks Canada.

Note: Your conditionally approved funding must be kept confidential until an announcement has been made by the Ministry.

There are **five (5) steps** below to update / confirm the information we have on your file. The requested information must be returned by **June 19, 2020** or your conditional approval may be withdrawn.

STEP 1: LEGAL INFORMATION AND TPON

Confirm the information listed below. It is important that the information is accurate (including the spelling of the legal name, CRA number and signatories).



Legal name: Corporation of the City of Sault Ste. Marie

CRA Number: 122023120

Signatory 1

Name: Mr. Malcolm White
Title: CAO, City of Sault Ste. Marie

Signatory 2

Name: Honourable Christian Provenzano
Title: Mayor, City of Sault Ste. Marie

TPON Registration: Completed ✓

Funding recipients are required to register their information through the Province of Ontario's Transfer Payment Ontario (TPON) system, an online registration tool. The completion of the TPON is required before your CA can be executed by the Province.

If your municipality/organization is not registered in TPON, please follow the instructions at www.grants.gov.on.ca to complete the registration process. Please call the Transfer Payment Ontario Help Desk at [1-855-216-3090](tel:1-855-216-3090) or [\(416\) 325-6691](tel:416-325-6691) to complete the process or if you have questions regarding the status of your registration (e.g., showing as "Draft" or "Submitted").

If you are registered in the TPON system, please ensure your information is current and up-to-date.

STEP 2: SOURCES OF FUNDING

Please confirm the details set out in Table #1 (Sources of Funds). Note: Rural Economic Development program funding that has been requested cannot be increased and must match or be lesser than the funding approved.

Table #1

Sources of Funds	Amount
Parks Canada National Cost-Sharing Program for Heritage Places	\$100,000.00
City of Sault Ste. Marie RED Funding	\$143,000.00 \$95,000.00
TOTAL	\$338,000.00
City of Sault Ste. Marie - confirmed.	✓
Parks Canada NCSP – will be releasing approvals in the next week or two. Email received from P.Can.	?

STEP 3: DATE CONFIRMATION - confirmed ✓ - we are currently working on RFP's for the construction / restoration components.

Confirm your project start and completion date. Advise of any adjustments that may be required. Your request may require Ministry approval.

Table #2

	Project Start Date	Project Completion Date
Project Timeline per Application	06/01/2020	03/31/2021
Updated (if necessary)		

STEP 4: ELIGIBLE COSTS

As noted in the Rural Economic Development program guidelines, eligible project costs cannot be incurred prior to the date that the Ministry approves the project. This project's approval date is **May 19, 2020. Eligible costs can only be incurred on or after this date.**

Note: Total Eligible Costs cannot be increased.

The costs deemed eligible for your project, following the review of your application, are:

Table #3

Eligible Cost Items	
Windows	
Shutters	
Professional services	
Portico	
Foundation restoration	
Floor framing	
Chimney restoration	
Total Eligible Costs	\$338,000.00

STEP 5: COSTS BY FUNDING YEAR - Confirmed projections below as is. ✓

Confirm the total eligible costs by funding quarters and year(s) for your project. An expense is incurred once the goods or services have been received, regardless of when payments are made.

The Total Eligible Costs in Table #4 must equal the Total Eligible Costs in Table #3.

Table #4

Total Eligible Costs by Funding Year(s)						
	Funding Year	Apr – Jun (Quarter 1)	Jul – Sep (Quarter 2)	Oct – Dec (Quarter 3)	Jan – Mar (Quarter 4)	Funding Total
2020-21	As per Application	\$9,000.00	\$140,500.00	\$97,000.00	\$91,500.00	\$338,000.00
	Updated (if required)					
2021-22	As per Application	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Updated (if required)					
2022-23	As per Application	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Updated (if required)					
	TOTAL					\$338,000.00

Once the above information is reviewed by the Ministry to ensure completeness and has been accepted by the Ministry, we will send out the CA for your signature. Please be prepared to return the signed CA in a timely manner.

Return this letter with your updates by email to RED@ontario.ca by June 19, 2020 or your conditional approval may be withdrawn.

Should you have any questions or require additional information, please do not hesitate to contact your project analyst, Alex Mendes, at: Alex.Mendes@ontario.ca or at: 519-546-9367.

Congratulations on the conditional approval of your Rural Economic Development project.

Sincerely,

Original Signed By
Jane Widdecombe, Manager
Agriculture and Rural Programs

Attachments:
Further Information on Contribution Agreements
Sample of Certificate of Insurance

Further Information on Contribution Agreements

Please note that as per the RED Program Guidelines, requirements of successful applicants are laid out below for your information:

- All parties signing a Contribution Agreement with the Province of Ontario are required to have comprehensive general liability insurance with coverage for at least \$2 million per occurrence for the term of the Contribution Agreement. This insurance must show the Province (Her Majesty the Queen in right of Ontario) as an additional insured party on the policy, provide a right of “first call” over other persons and contain the endorsements specified by the Contribution Agreement. This is required throughout the term of the Contribution Agreement. A Certificate of Insurance must be submitted to the Ministry prior to the signing of the Contribution Agreement. Note: a “sample” Certificate of Insurance has been included for reference purposes.
- Incorporated entities must provide proof of current status and constituting documents (e.g. Articles of Incorporation or Letters Patent) which state the full and proper name of the organization as well as the authorized signatories.
- Selected Applicant(s) completing minor capital Projects will be required to install a permanent sign recognizing the support of the Rural Economic Development program, as set out in the Contribution Agreement. Design of the sign is subject to approval by OMAFRA, prior to fabrication and installation. Costs of the sign are eligible under the RED program, with OMAFRA reimbursing up to \$100 of the total costs of design, fabrication, and installation of the sign upon submission of a claim.



2021-01-020

Ms. Virginia McLeod
Manager of Recreation and Culture
Corporation of the City of Sault Ste. Marie –
Historic Sites Board
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

RE: Ermatinger House National Historic Site of Canada (Sault Ste. Marie, ON)

Dear Ms. McLeod,

I would like to thank you for your interest in Parks Canada's National Cost-Sharing Program for Heritage Places. During the most recent intake of applications to the Program, Parks Canada received 53 submissions, requesting more than \$3.2 million in funding assistance for 2020-21.

After careful review and a competitive selection process, I regret to inform you that your project was not selected for funding at this time.

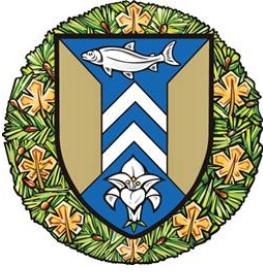
In recognition of the current exceptional circumstances, should other funding opportunities become available, the Program may contact you to discuss whether or not you would like your application to be retained for further consideration.

Should you wish to further discuss your application, I invite you to contact the Program Office by e-mail at pc.partagedesfrais-costsharing.pc@canada.ca. Program staff are currently teleworking.

Thank you for your dedication to the conservation of Ermatinger House National Historic Site of Canada. I wish you every success with these efforts.

Sincerely,

Natalie-Anne Bussière
A/Director
Cultural Heritage Policies
Parks Canada



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Community War Memorial Grant Agreement

PURPOSE

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

BACKGROUND

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

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

Resolved that the report of the Director of Community Services – Community Development and Enterprise Services dated 2020 01 06 concerning Community War Memorial Funding Grant be received and that staff be directed to submit an application regarding the rehabilitation of the Memorial Tower.

ANALYSIS

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

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

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

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

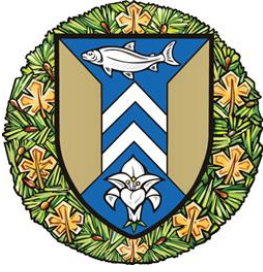
That the report of the Manager of Recreation and Culture dated 2020 08 10 concerning the Community War Memorial Commemorative Partnership Program grant be received and Council authorize staff to enter into an agreement with Veterans Affairs Canada for funding in the amount of \$24,986.00 to support the restoration of the Memorial Tower.

“The relevant By-law 2020-146 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



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



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program Extension

PURPOSE

The purpose of this report is to recommend an extension of the City's Rental Housing Incentive Program for an additional two years.

BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Program provides for tax rebates on a declining basis over a three-year period with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

In summary, the existing program provides for a tax rebate of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property in the first year. This declines to 50% in year two and 25% in year three.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

In 2018, City Council approved a two-year extension to the program which will expire on September 9, 2020.

ANALYSIS

This program has been very successful.

To date, a total of 393 units had been approved under this program. The estimated total construction value of these units is approximately \$50 million.

Several other rental housing projects are planned and staff expect to receive additional applications.

As shown on the attached table, ten projects totaling 176 units have been completed. These projects have resulted in an assessment increase of more than \$35 million. The total tax rebate paid for these projects is \$833,821.

Population and employment analysis for the City's new Official Plan indicates that a significant number of new workers will be required to replace those persons who are expected to retire in the near future. Approximately 25% – 30% of future housing demand is projected to be for rental units.

The local development industry is supportive of the program. Staff are recommending that the program be extended for an additional two years.

FINANCIAL IMPLICATIONS

The tax rebate will result in a levy increase, which will negate the assessment growth during the first three years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT

The extension of this incentive program is consistent with the Community Development and Partnerships focus area of the Corporate Strategic Plan. Specifically, this program creates economic activity, develops partnerships with key stakeholders and maximizes economic development and investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2020 08 10 concerning an extension of the Rental Housing Incentive Program be received and that By-law 2020-155, listed elsewhere on the agenda be recommended for approval.

Respectfully submitted,



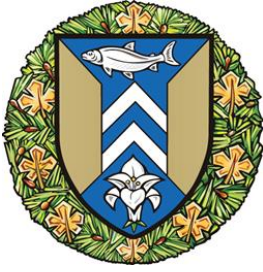
Donald B. McConnell, MCIP RPP
Director of Planning
705.759.5375
d.mcconnell@cityssm.on.ca

Rental Housing Municipal Tax Increment Program

Property	Years Paid	Prior Assessment	2020 Assessment	Assessment Increase	Total CIP Paid
COMPLETED					
181 Greenfield Dr	2015-2017	70,000	3,080,000	3,010,000	76,364.27
199 Breton Rd	2017-2019	38,500	686,000	647,000	11,844.08
384 Dovercourt Rd	2016-2018	59,560	647,000	587,440	11,273.66
496 Second Line West	2016-2018	97,000	1,315,000	1,218,000	30,242.60
606 Connaught Ave	2016-2018	10,900	3,204,000	3,193,100	47,714.79
676 Bay St	2016-2018	94,500	3,923,000	3,828,500	78,560.21
CURRENT					
346 John St	2019	379,500	1,311,000	931,500	3,022.87
69 Elmwood St	2017-2019	14,825	1,065,000	1,050,175	9,280.25
721 North St	2017-2019	15,511,425	26,000,000	10,488,575	266,019.50
969 Queen St	2017-2019	142,750	10,920,000	10,777,250	299,498.32
				35,731,540	\$ 833,821

PENDING

- 309 East Balfour St
- 46 Melrose Ave
- 531 Trunk Rd
- 100 James St
- 100 Estelle St
- 188 Kohler St
- 537 Trunk Rd



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

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Outdoor Patio Approvals

PURPOSE

The purpose of this report is to recommend that approvals for minor variances to the City's Sidewalk Patio Requirements and Guidelines be delegated to the Director of Planning and Enterprise Services.

BACKGROUND

In 2017, City Council approved a new approach to encourage patios on city sidewalks in the downtown area. The authority to approve sidewalk patio license of occupation agreements was delegated to the Director of Planning and Enterprise Services. This significantly shortened approval time and several new patios were established in the downtown.

On June 8th of this year, City Council approved modifications to the sidewalk patio requirements to ensure consistency with provincial guidelines; to permit seasonal patios to occupy up to 25% of required parking spaces and to waive all fees for patio approvals through to December 31, 2020. Numerous new patios have been approved over the last two months.

ANALYSIS

While the approval for license of occupation agreements to permit outdoor patios on city sidewalks was delegated to the Director of Planning, the issue of minor variances to city requirements was not addressed.

Prior to issuing approvals for patios on city property, all requests are circulated to various city departments to ensure that municipal requirements are met and any potential problems can be addressed. This process has proven to be successful.

However, staff is recommending that minor variances to the sidewalk patio guidelines the standard form of the Outdoor Patio Agreement be permitted to recognize individual circumstances. All health-related requirements, including approvals from Algoma Public Health and the Alcohol and Gaming Commission of Ontario will still be required.

FINANCIAL IMPLICATIONS

Approval of this request will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of the recommendation of this report is consistent with the Service Delivery, Quality of Life and Community Development and Partnerships strategic focus areas of the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report dated 2020 08 10 concerning outdoor patio approvals be received and that Council authorize the Director of Planning and Enterprise Services to consider minor variances to the City's Sidewalk Patio Requirements and Guidelines when approving a license of occupation.

Bylaw 2020-156 is listed elsewhere on the agenda and is recommended for approval.

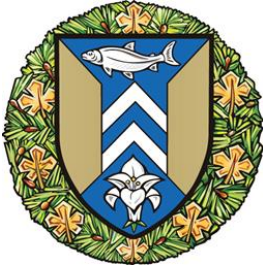
Respectfully submitted,



Donald B. McConnell MCIP RPP
Director of Planning & Enterprise
Services

705.759.5375

d.mcconnell@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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Downtown Public Realm Priorities – NOHFC Funding

PURPOSE

The purpose of this report is to recommend a series of public realm improvement projects, as part of the City's ongoing Downtown Development Initiative. Funding for these projects will come from the City's current funding agreement with NOHFC.

BACKGROUND

In November 2016, Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the Downtown, with the objective of encouraging the re-use of under-utilized downtown spaces, fostering residential development, and focusing on aesthetic improvements and place-making initiatives.

In support of this strategy, in May 2017, Council approved a Downtown Community Improvement Plan (DCIP) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown.

Subsequent to Council's approval of both the Strategy and the Downtown CIP, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for both initiatives. In addition, the City received \$94,493 in funding through OMAFRA's Main Street Revitalization program. The Downtown Association has also contributed \$10,000.

The funding agreement with NOHFC expires at the end of September, 2021. To utilize this funding, staff is recommending a series of projects that would support immediate improvements to the Downtown public realm, or will facilitate future endeavours aimed at revitalizing the Downtown core.

ANALYSIS

The total implementation budget for the City's Downtown Development Initiative is \$1,304,493. Of this total, \$600,000 is allocated to the City's DCIP financial

incentive grants. The remaining \$704,493 is allocated to public realm improvements.

To date, approximately \$155,000 has been spent on public realm projects. This includes the purchase of street furnishings used on both Gore Street and Bruce Street, as well as the development of the Downtown Vision, which prioritized a number of capital works for the Downtown area, and developed conceptual designs for these projects, including the proposed plaza.

At this time, staff is recommending a series of projects that will build on previously approved initiatives, or which could facilitate future endeavours related to the Downtown Vision exercise.

Downtown Pedestrian Wayfinding: Continuing on the previously approved city-wide wayfinding strategy, staff is now recommending pedestrian scale wayfinding signage for the Downtown area. Pedestrian scale wayfinding is typically lower, and smaller, and assists pedestrians navigating through Downtown. This type of signage is especially important for tourists to the City, but also helps establish a sense of place for residents of the community.

It is estimated that the design, fabrication and installation of pedestrian scale wayfinding can be completed for approximately \$250,000. This estimate was obtained from Corbin Design, who completed the city-wide wayfinding strategy. To move forward with this project, staff is recommending an RFP to complete sign design and mapping, fabrication and installation. The wayfinding signage will be consistent with the recently approved city-wide wayfinding strategy, and will incorporate the City's corporate branding.

Farmers Market Preliminary Design: Given the memorandum of understanding to re-use of the former Gateway site for the Bawating Urban Indigenous Hub and Housing Project, a new location for the farmers' market needs to be established. Given the progress of the proposed Downtown Plaza, it was determined that locating the farmers' market next to the plaza would create a number of positive synergies, and would help to program the plaza on an ongoing basis. Aligned with this rationale, Council has provided the authorization to purchase 73 Brock Street (former Union Cab building).

Working with Brook McIlroy Inc. (the designers of the plaza project), staff received an estimate to complete a preliminary design exercise, for \$60,000. This preliminary design work would help solidify space requirements for the farmers' market and establish preliminary concepts and costs for a future market building. Should Council approve this work, staff is requesting to single source this design work to Brook McIlroy, as the design of the farmers' market building is integral to the overall design of the plaza.

Modular (Pop-up) Retail Units: In an effort to program various public spaces throughout the Downtown, staff is recommending the purchase of a number of modular containers that can be used for various “pop-up” retail activities. These units (typically, refurbished shipping containers) can be located at points of interest including the Port of Sault Ste. Marie, the Ermatinger Old Stone House, on streets during community events, used for special events in the future plaza (e.g. Christmas market) or can be placed within various public parking lots. These units can be used to activate these spaces, but also provide a mechanism to support local small businesses. Programming is also envisioned that would allow entrepreneurs to start-up and trial new businesses that could then be established in the downtown once successful.

Staff envision making these units available to small businesses, such as arts and craft retailers, food and beverage vendors, or other specialty businesses which can support the ongoing activities that are occurring at the various public spaces. For example, a modular unit can be set up at the Port of Sault Ste. Marie, and used as a local gift store for passengers disembarking the various cruise ships that dock there.

Based on the available budget, staff is recommending that the remaining funds, approximately \$239,000, be used to procure the modular retail units.

Beautification Elements: Should any of the above projects come in under budget, staff would propose to use the balance of the funds to acquire streetscape equipment and beautification items (benches, planters, etc.) for the downtown.

FINANCIAL IMPLICATIONS

The budget allocation for public realm improvements is \$704,493, of which \$155,000 has been spent. The remaining \$549,000 can be used toward the projects identified in this report. All funding for these projects has already been approved by City Council, and will be supported by funding contributions from NOHFC, OMAFRA and the Downtown Association.

STRATEGIC PLAN / POLICY IMPACT

Approval of these projects is consistent with the City’s Corporate Strategic Plan which specifically identifies Vibrant Downtown Areas as a key strategic direction within the Quality of Life focus.

RECOMMENDATION

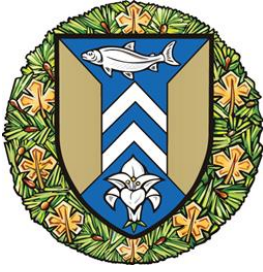
It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2020 08 10, concerning the Downtown Public Realm priorities, be received and that Council authorize staff to proceed with the procurement required to implement the downtown public realm priority projects, as recommended in this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen Turco".

Stephen Turco, RPP
Senior Planner
s.turco@cityssm.on.ca
705.759.5279



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

COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, Director of Public Works

DEPARTMENT: Public Works and Engineering Services

RE: Wellington Street Underpass – Public Works Remedial Work

PURPOSE

The purpose of this report is to obtain approval to use the Miscellaneous Construction budget for additional permanent repair work that was completed on the Wellington Street Underpass.

BACKGROUND

A report by Carl Rumiel, Manager of Design & Transportation Engineering, dated November 19, 2019 outlined the remedial structural work required at this location that was to be completed in 2020. The contractor, Carlington Construction, advised of project completion on July 9, 2020. At that time, Public Works was allowed to enter the project site and complete the assessment that 13 of the 17 catchbasins required repair and the road surface was in need of complete replacement. It was deemed best that the road closure remain in effect and the necessary work be immediately organized. This required an additional 2-week period of time to accomplish.

ANALYSIS

Due to the nature of the effect of closing the Underpass location, many years of “band-aid” repairs to the storm system and asphalt, left the area in need of a thorough and “permanent” repair. This was done to the best of Public Works capability given the short notice at the time of the completion of the structural project. We expect these repairs will improve the drainage and riding surface.

FINANCIAL IMPLICATIONS

The cost to complete these repairs is estimated at \$110,000 for both asphalt and storm sewer work. Due to the extent of the repair work, it is determined that the Miscellaneous Construction budget, which currently has a surplus following tender submission(s), be used. It should be noted that CN Rail shared 50% of cost of the structural work based on the City’s historical agreement, however, there are no road surface or drainage works commitments at this crossing for the railway company.

STRATEGIC PLAN / POLICY IMPACT

Rehabilitation of the underpass is linked to the infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2020 08 10 concerning the Wellington Street Underpass remedial work, be received and that the Miscellaneous Construction budget be approved to fund the effort.

Respectfully submitted,

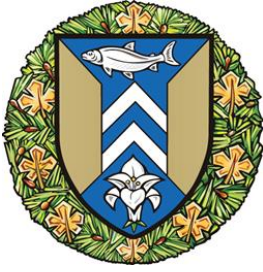


Susan Hamilton Beach, P. Eng.

Director of Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiell, Manager of Design and Transportation
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Contract 2020-4E – Boardwalk Remediation

PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-4E. The project includes the construction of scour protection along the St. Marys River waterfront from the viewing platform east of the Clergue Generating Station to the Fort Creek Bridge, and the construction of approximately 260 meters of concrete break wall on the landward side of the walkway including all landscape restoration and new street lighting along St. Mary's River Drive.

BACKGROUND

In recent years, higher than average water levels have contributed to erosion and scour of the shoreline under the Waterfront Walkway resulting in sinkholes along the St. Mary's River Drive Boardwalk. Shoreline protection is now required to ensure long-term stability of the Boardwalk.

Tenders were received via email submission for Contract 2020-4E and were opened on Wednesday, July 29, 2020. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff. Tender results were made public on the City website immediately following.

ANALYSIS

A total of five (5) tenders were received. All tenders submitted were found to be complete. The low tender of \$741,795.86 (excluding HST) was received from Avery Construction Limited.

FINANCIAL IMPLICATIONS

There are two financial components to this project; the boardwalk remediation and upgrades to the streetlights on St. Mary's River Drive. The PUC has indicated that total upgrades to the street lighting is estimated to cost \$150,000. A portion of this amount of \$36,645 is being included in this contract, all of which can be accommodated within the 2020 Street Lighting Budget. This is a change in scope to this contract and is recommended for approval. Also associated with the street

lighting, Tulloch Engineering required an additional \$9,475 to design the new street lights. This is also a change in scope which can be accommodated within the 2020 Street Lighting Budget and is recommended for approval. This will increase the Tulloch Engineering's engineering fee limit approved on February 24, 2020 from \$199,035 to \$208,501.

For the boardwalk remediation portion of the project, when non-recoverable HST and an allowance for engineering are added, the City's cost to complete this project is projected to be \$920,100. This is below the 2020 capital budget of \$1,500,000 for this project.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated 2020 08 10, concerning the Boardwalk Remediation, be received and that Contract 2020-4E be awarded to Avery Construction Limited; further that a portion of the upgrades to the street lighting system on St. Mary's River Drive be included in this contract; and that Tulloch Engineering's engineering fee estimate be increased by \$9,475 to include the design of the St. Mary's River Drive street lighting, be approved.

By-law 2020-154 authorizing execution of Contract 2020-4E appears elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.

Manager of Design and Transportation Engineering

705.759.5379

c.rumiel@cityssm.on.ca

July 29, 2020
201098

The Corporation of the City of Sault Ste. Marie
Engineering Department - Level 5
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

**Attention: Mr. Carl Rumiell, P.Eng.
Manager of Design and Transportation Engineering**

**Re: Tender Evaluation Report
Contract 2020-4E, Boardwalk Scour Remediation – Phase 1**

Dear Sir:

We have reviewed the electronic tenders received by the City Clerk and provide herein our Tender Evaluation Report and award recommendation for the tendering of City Capital Project 2020-4E, Boardwalk Scour Remediation Phase 1.

Project Description

The tendered work generally comprises of the installation of rock slope protection and cast in place concrete within form bags under and on the landward side of the boardwalk. The project extends along the St. Marys River Drive portion of the boardwalk from the Fort Creek to the fishing platform across from the Station Mall entrance in front of Galaxy Cinemas. Additionally, the viewing platform west of the Fort Creek bridge will receive rock protection slope treatment.

Tendering of the Works

The call for tenders was advertised in the City Information Column of the Sault Star on Saturday July 4th, 2020 and with the Sault Ste. Marie Construction Association. The call for tenders was picked up by National Tender Advertising websites such as MERX. Copies of the Contract Documents were available at the City of Sault Ste. Marie Engineering Department, the Sault Ste. Marie Construction Association and the office of the Consultant.

Four (4) Addenda were issued to the contract. Tenders closed by electronic submission to the City Clerk on July 29th, at 3:00 pm. The tenders were opened by representatives of the City and results posted on the City of Sault Ste. Marie website.

Tender Prices

Five (5) tenders were received for the works prior to the closing deadline. The tender prices excluding HST, as read at the tender opening were as follows:

Contractor	Total Tender Price	Rank
Avery Construction Ltd.	\$741,795.86	1
EllisDon Civil Ltd.	\$884,709.95	2
Trimont Construction Group	\$902,407.69	3
Boyer Construction	\$1,084,606.60	4
Pioneer Construction	\$1,114,089.23	5

The tenders were checked for arithmetic errors and no inaccuracies were found.

All the tenders were submitted with the appropriate Tender Deposit in the amount of 10% of the bid price, Agreements to Bond and other required documentation. The Tender Deposits are to be retained by the City for safe keeping until award of the contract. The submitted tenders all included a Contingency Allowance in the amount of \$100,000.00. The pre-tender estimate for the work was \$709,682.00 excluding HST.

Tender Evaluation

All tender submittals were complete, and no irregularities were found. The four Addenda that were issued were acknowledged by the bidders. The necessary Agreements to Bond were included and all tender submittals are considered formal.

Pricing Evaluation

The submitted low bid of \$741,795.86 (excluding HST) is \$32,113.86 above our pre-tender estimate.

Completion Dates

The contract documents require that all work under this phase be completed by October 31st, 2020.

TULLOCH Engineering's Experience with the Low Bidder

TULLOCH Engineering is very familiar with Avery Construction Ltd. and has worked with them on two recent similar projects. Avery Construction's Tender Submission – Statement Sheet CD1, Tenderer's Experience on Similar Projects listed three (3) recent scour and erosion protection projects of which they were the prime contractor on all. Additionally, we know that Avery Construction regularly completes capital works construction projects for the City of Sault Ste. Marie, and has done so for many years.

Based on the aforementioned and our experience working with the low bidder, TULLOCH Engineering is of the opinion that Avery Construction has sufficient experience, equipment and manpower to complete the project satisfactorily in the allotted timeframe.

Tender Validity

The tender contract documents stipulated that tenders be held open for acceptance for a period

of 60 days following the closing date, or until August 28th, 2020.

Approvals

A request for review has been submitted to the Department of Fisheries and Oceans (DFO), however we have not yet received clearance for the work. The importance of the work to proceed expeditiously has been communicated and we expect clearance from them shortly.

The City has an existing permit from the Sault Ste. Marie Region Conservation Authority (SSMRCA) under Regulation 176-06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses" to conduct emergency repair work. A second permit application has been submitted to extend the time frame to the contract completion date and account for phase 2 work which is scheduled to occur next year. We do not foresee any issues with such and fully expect a permit to be issued.

Recommendation

TULLOCH Engineering Inc. recommends that the City award the tender to Avery Construction Ltd. for a Total Tender Price of \$741,795.86 (excluding HST) subject to receipt of clearance from the DFO.

Tender Deposits

We recommend that the tender bid bond deposits of Avery Construction Ltd. and EllisDon Civil Ltd., the two low bidders, be retained until such time as a contract has been executed between the City and Avery Construction Ltd.

Conclusion

Enclosed with this report please find a draft Agreement for your use at Council. Contract documents for execution will be finalized and forwarded to Avery Construction once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,
TULLOCH Engineering Inc.



John V. McDonald, P.Eng.
Project Manager

JVM/bt
Encls.

CORPORATION OF THE CITY OF SAULT STE MARIE

**Contract No 2020-4E
Boardwalk Scour Remediation**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this _____ day of _____ in the year 2020, by and between
Avery Construction Limited, hereinafter called the “**Contractor**”,

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the “**Corporation**”.

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the City of Sault Ste. Marie
Contract No 2020-4E
Boardwalk Scour Remediation**

which have been signed in triplicate by both parties and which were prepared by TULLOCH Engineering Inc., acting as Agent and Contract Administrator and herein entitled, “The Contract Administrator”.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor

shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation: The Corporation of the City of Sault Ste. Marie
P.O. Box 580, Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

The Contractor: Avery Construction Limited
940 Second Line West
Sault Ste. Marie, ON, P6C 2L3

The Contract Administrator: TULLOCH Engineering Inc.
71 Black Road, Unit 8
Sault Ste. Marie, Ontario, P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(seal)

MAYOR – Christian Provenzano

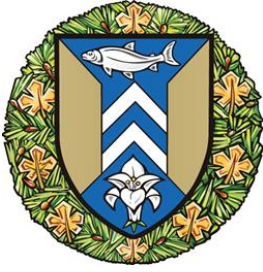
CITY CLERK – Rachel Tyczinski

THE CONTRACTOR

Avery Construction Ltd.

(seal)

SIGNATURE



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and
Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Connor Road Culvert Tender

PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-10E.

BACKGROUND

Council approved an Agreement with STEM Engineering on March 9, 2020 for the consulting work associated with the Connor Road culvert repair, under by-law 2020-68. The design and tender were completed for the required work. An analysis of the results is provided below.

ANALYSIS

A total of three (3) tenders were received. The tenders were reviewed and found to be complete. The results are summarized in the attached report. The low tender, excluding HST, in the amount of \$362,664 was submitted by EllisDon Civil Ltd.. The tender is within the budget allocation for the project.

FINANCIAL IMPLICATIONS

At the May 6, 2019 meeting Council approved \$450,000 out of the special one-time top up gas tax funding for this project. When recoverable HST is removed and allowances for engineering are added, the City's cost to complete this project is estimated to be approximately \$435,000 to be funded from the approved budget.

STRATEGIC PLAN / POLICY IMPACT

The report links to the Strategic Plan focus area of infrastructure, and specifically maintain existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2020-148 is listed elsewhere on the Agenda and is recommended for approval.

Connor Road Culvert Tender
2020 08 10
Page 2

Respectfully submitted,

C. Taddo

Catherine Taddo
Land Development and Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca

July 29, 2020

STEM Project # 20001

Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2

Attention: Catherine Taddo, P. Eng.
Land Development and Environmental Engineer,
Public Works and Engineering Services

Subject: Connor Road Culvert Rehabilitation
Contract No. 2020-10E Tender Recommendation

We have reviewed the tenders received by the City Clerk's office on Friday July 24, 2020 for the above contract and comment as follows:

1.0 Introduction

Contract No. 2020-10E – Connor Road Culvert Rehabilitation consists of a total of approximately 20 metres base slab added to the existing box culvert to alleviate scour and undermining of the footing as well as peripheral remediation work.

The tender advertisement was published in the Sault Star on Saturday, July 11, 2020 to notify prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

During the tender period, there were some questions from plan takers relating to the scope of work and the technical specifications. One (1) Addendum was issued by the Consultant to address the issues raised by the plan takers.

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2020-10E to the City Clerk's office prior to the closing time of 3:00 p.m., on Friday July 24, 2020. The tenders were opened at 3:15 p.m. on the same day by Madison Zuppa, Anne Irvine, Maggie McAuley P. Eng., and Catherine Taddo, P. Eng., Land Development and Environmental Engineer (teleconferenced).

The opened Tenders were checked for the required tender security and agreement to bond and the Total Tender Prices were recorded.

The following were the results of the submitted Total Tender Prices, excluding HST,

1.	EllisDon Civil Ltd.	\$362,664.00
2.	Trimount Construction	\$372,783.20
3.	Pioneer Construction	\$578,309.50

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. No errors were found in the tenders submitted.
3. All tenders complied with submission of the required bid security of 10% of the Total Tender Value.
4. All tenderers submitted summaries of related work experience, supervisory staff, available construction equipment and proposed sub-contractors.
5. All tenderers provided an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds.
6. All tenderers confirmed receipt of Addendum No. 1.

4.0 Low Bidder Experience

The low bidder EllisDon Civil Ltd. Is a General Contractor whose personnel have worked on similar city projects in the past.

EllisDon Civil Ltd. has indicated that most of the work will be done by their own forces.

5.0 Tender Estimate

Although the low tender amount of \$362,664.00 (excl. HST) is higher than the Engineer's pre-tender estimate, it is within the City's overall budget for this work. The Contractor's higher estimate may be accounted for in the Contractor's estimation of risk due to potential weather, as well as, the short timeline given for the work.

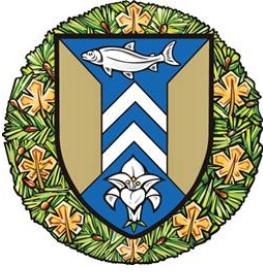
6.0 Conclusions

Based on our review of the tenders submitted we recommend EllisDon Civil Ltd. be awarded the contract at the Total Tender Price of \$362,664.00. Upon approval of the by-law by council STEM will prepare the contract for execution.

Regards,



Dan Bertolo
Senior Technologist



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

COUNCIL REPORT

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Parking Lot Lease – 272 Wellington Street West

PURPOSE

The purpose of this report is to seek Council’s approval of a Parking Lot Lease between the City and Sault Ste. Marie Housing Corporation regarding 272 Wellington Street West (“Parking Lot Lands”), as part of the sale of the Steelton Seniors Centre.

BACKGROUND

On June 29, 2020, City Council approved City Staff’s recommendation to accept the offer made by the District of Sault Ste. Marie Social Services Administration Board (“DSSMSSAB”) to acquire the Steelton Seniors Centre located at 235 Wellington Street West (Steelton Centre Lands) and the Parking Lot Lands. In this offer, DSSMSSAB committed to reserving a minimum of twelve (12) parking spots for the public in the Parking Lot Lands.

The sale is scheduled to close on August 19, 2020. Title to both the Parking Lot Lands and the Steelton Centre Lands shall be taken in the name of the Sault Ste. Marie Housing Corporation.

ANALYSIS

Pursuant to the Parking Lot Lease, on closing the above noted transactions, the SSMHC shall lease to the City a minimum of twelve (12) parking spots in the Parking Lot Lands for public use for a period of twenty-five (25) years. The Parking Lot Lease shall thereafter automatically renew on a yearly basis thereafter, so long as the City does not otherwise give notice of its desire to terminate the Parking Lot Lease.

During the Term and each renewal term, SSMHC shall be responsible for all maintenance, inspection, repairs and parking enforcement of the Parking Lot Lands. The SSMHC cannot assign, sublet or otherwise transfer the rights in the Lease to another party without the City’s consent. The Parking Lot Lease further confirms that the Parking Lot Lands are to be used solely as a parking lot and for no other purpose. Finally, the SSMHC agrees to

Parking Lot Lease – 272 Wellington Street West

2019 08 10

Page 2.

indemnify and save the City harmless from any liabilities, costs and expenses that may arise from the use, occupation and any matters related directly or indirectly to the Parking Lot Lands, and requires the SSMHC to carry general liability insurance with a minimum of Five Million Dollars comprehensive general liability insurance.

FINANCIAL IMPLICATIONS

The Parking Lot Lease contemplates a nominal yearly cost of \$1.00 to the City. Given the sale of the Parking Lot Lands, there is a positive impact to Operations as the City will no longer be responsible for ongoing maintenance.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-151 authorizing a Parking Lot Lease between the City and Sault Ste. Marie Housing Corporation for the City Property comprising Civic 272 Wellington Street West appears elsewhere on the Agenda and is recommended for your approval.

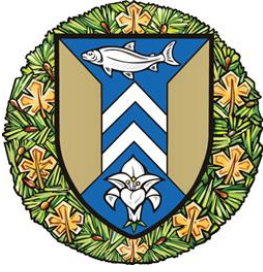
Respectfully submitted,



Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

m.borowiczsibenik@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2020

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: Soo Greyhounds Memorial Cup 2021 Bid

PURPOSE

The purpose of this report is to provide information and seek City Council's approval to use funds from the Economic Development Fund (EDF) to support the Soo Greyhounds bid to host the Memorial Cup in 2021.

BACKGROUND

The Soo Greyhounds are an amateur hockey club and part of the Canadian Hockey League (CHL) which is the world's largest developmental hockey league. The league consists of the Western Hockey League (WHL), the Ontario Hockey League (OHL) and the Quebec Major Junior Hockey League (QMJHL). The CHL has 60 teams with 52 teams across Canada and eight teams in the United States.

The Soo Greyhounds franchise publicly expressed interest in hosting the 2021 Memorial Cup in Sault Ste. Marie and have been shortlisted to host the event. The 2021 Cup will represent the 103rd time the prestigious trophy will be presented and it is the most sought after trophy in junior hockey. The Memorial Cup is a showcase of elite competition that generates significant exposure and economic activity to the host community. The event is a four team, round robin tournament that is held over a 10 day period. In addition to the tournament, there are many supporting activities and events that help to create a broader community impact beyond the hockey games themselves. During the ten day event there will be events and activities for locals and tourists at various venues throughout the city. Memorial Cup Sanctioned Events include:

- Memorial Cup Arrival Ceremony- The arrival of the Memorial Cup is the official opening of the event where the cup is showcased and brought into the city. This event will signal to the community that the celebration of the tournament is underway. Military and veteran involvement will be a key part of this event and will complement the many CHL and dignitaries in attendance.
- Memorial Cup Banquet- The opening banquet is a celebration to welcome the Memorial Cup, competing teams and visitors to our community. It will be hosted

at the Marconi and Cultural Event Centre featuring local cuisine and entertainment.

- Memorial Cup Golf Tournament- The tournament will be held at Crimson Ridge Golf Course, our local course rated amongst the top 100 courses in Ontario.
- Memorial Cup Fan Fest & Parade- As not all members of the community are able to attend the games, the fan fest is an opportunity for everyone to become involved and participate in the event in some capacity. Fan Fest will offer various levels of interaction that will provide a creative and fun filled venue that is accessible to all.

A dedicated team of volunteers and staff will be in place to create the host organizing committee. This team of community members will play a key role in facilitating the tournament and supporting activities. Their role will be to ensure the execution of various pieces of the overall event including facility logistics, transportation, team services, medical services, accreditation, family services, accommodations etc. There is an extensive list of tasks this team will undertake to ensure the Memorial Cup tournament delivers a first class experience to the Canadian Hockey League players and fans. It is anticipated that close to 500 volunteers will be required to facilitate the tournament and supporting events.

The CHL selects a host city based on a number of factors including:

- The quality/reputation of the host CHL franchise
- The expected competitiveness of the host CHL franchise in the year of the event
- The facilities of the host city including arena, hotels, banquet facilities, etc.
- The community's ability to host an outstanding event and create an event atmosphere that will enhance the fan experience

There are significant economic benefits to hosting the Memorial Cup – an Economic Impact Assessment Report completed following the 2019 Memorial Cup indicates spending by out-of-town spectator, participants, media, sponsors and others who visited Halifax totaled \$11.5M supporting \$17.3M in economic activity in Nova Scotia including \$14.9M in Halifax (Attachment B – Soo Greyhounds Brief and Economic Impact Report).

The Soo Greyhounds have indicated that in order to have an economically successful bid, and in order to keep prices at an affordable level, they will need significant financial support of government and community partners. In other Memorial Cup events, government grants have been used to offset some of the organizing costs in recognition of the economic impact to the community, region and Province. The Greyhounds have also noted that there is no financial benefit that accrues to the host team. On the other hand, the team is financially responsible should the event fall short of projections and commitments to the CHL.

The Soo Greyhounds are requesting \$300,000 from the EDF to support their bid and the hosting of the 2021 Memorial Cup. The Greyhounds are also pursuing funding from NOHFC and TourismSSM.

ANALYSIS

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

Based on the success of recent Memorial Cups hosted elsewhere and similar size events hosted in Sault Ste. Marie, staff anticipate that up to 2400 hotel night stays could be generated from this event and the corresponding fan events would result in a significant economic injection to the food & beverage sector.

The Canadian Sport Tourism Alliance (now renamed Sport Canada) have reported estimated pre-COVID Memorial Cup economic impacts of \$17.3 million, including \$9.1 million in visitor spending, 107 FTE provincial jobs created/maintained, \$5.2 million in wages/salaries and \$3.3 million taxes.

Beyond the direct economic impact, other community benefits include:

- Community promotion, through nationally & internationally broadcast & media coverage.
- Successful resume building for large event hosting by the City of Sault Ste. Marie & Tourism SSM, which will assist us in future bids for large national scale events.
- Civic Pride and a lasting legacy within the community

Building on the success of other successful hockey mega events such as the CARHA World Cup (first time hosted outside of a major urban centre), the World Under 17 Hockey Challenge and the Telus Cup, Sault Ste. Marie is no stranger to hosting widely successful hockey tournaments. We have experienced firsthand the short and long term benefits of sport hosting. It should also be noted the ongoing and lasting impact and pride of hosting the 1993 Memorial Cup in Sault Ste. Marie

Hosting the 2021 Memorial Cup would aligns with economic development and tourism strategies and would successfully achieve the City's goal of economic stimulation within our economy. In particular, hosting the 2021 Memorial Cup would assist segments hardest hit by COVID-19 including the hotel & hospitality sector and would be a significant boost to recovery from Covid-19.

Clearly, there are uncertainties given the Covid-19 pandemic and the unknown aspect of what the situation will be in June 2021. The Soo Greyhounds have indicated that they are basing their bid on the assumption that the community will have a full Memorial Cup experience. If circumstances are such that a significant tournament cannot be held due

to health and safety concerns, then the event will not proceed. From that perspective, the City is contributing to hosting this major event and money will not be processed to the Soo Greyhounds until the tournament takes place and is approved to run based on health and safety recommendations from public health officials.

The approval of the EDF contribution at this time is important to allow the Soo Greyhounds to finalize their bid documents and presentation to the CHL and also demonstrate the support of the community for this significant event.

The success of the 2021 Memorial Cup will be measured using the following KPI's

- Out of town visitation - through the local hotels data will be recorded to indicate actual accommodation stays for the duration of the event. This will also be measured through room block bookings. Visitation tracking is essential to determining overall economic impact.
- Press and Media Coverage - one of the key benefits of hosting the Memorial Cup is the generated exposure the host community receives through traditional media sources (television & radio). An exposure report will be generated outlining the media exposure received throughout the event.
- User Generated Media - Social media is also a critical measure of exposure. Fan, spectators and community members will take to social platforms to share and communicate messages about the event. Tracking hashtags and user views will provide tracking measures of the awareness and visibility of the event.
- Overall Economic Impact- Utilizing the STEAM Report- Sports Tourism Economic Assessment Model an overall community economic impact report can be generated to provide an authentic and validated report of the true economic impact of the event.

FINANCIAL IMPLICATIONS

The current uncommitted balance of the EDF fund is \$521,938 which would be sufficient to support the 2021 Memorial Cup request.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding in the amount of \$300,000 from the Economic Development Fund be approved for the Soo Greyhounds to host the 2021 Memorial Cup.

Memorial Cup 2021 EDF Application

2020 08 10

Page 5.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tom Vair', is positioned below the text 'Respectfully submitted,'.

Tom Vair

Deputy CAO

Community Development & Enterprise Services

(705)759-5264

t.vair@cityssm.on.ca

Economic Development Fund Application

2021 Memorial Cup

SECTION 1- APPLICANT INFORMATION

Legal Name of Organization

The application is made in partnership with the Soo Greyhounds Hockey Club and Tourism Sault Ste. Marie

Names of Officers, Directors and Principals

The Soo Greyhounds
President / Governor: Tim Lukenda
Chairman: Dr. Michael Nanne
Alternate Governor / Director: Dr. George Shunock
Treasurer / Secretary: Dr. John Fabbro
Director: Angelo Bumbacco
Director: Frank Sarlo
Director: Craig Hartsburg

History of Organization

The Soo Greyhounds is an amateur hockey club and are part of the Canadian Hockey League (CHL) which is the world's largest developmental hockey league. The league consists of the Western Hockey League (WHL), the Ontario Hockey League (OHL) and the Quebec Major Junior Hockey League (QMJHL). The CHL has 60 teams with 52 teams across Canada and eight teams in the United States. The Soo Greyhounds are the most northerly based team in the OHL.

The roots of the organization go back to 1919 having progressed through various redefined leagues over the years before becoming a part of the OHL. A number of famous hockey players have played in Sault Ste. Marie with the Soo Greyhounds including legendary Wayne Gretzky. The league has grown rapidly over the years into a high-profile marketable product, with many games broadcast on television and radio.

The Soo Greyhounds are working in partnership with Tourism Sault Ste. Marie, a destination marketing organization delivered through the municipality of Sault Ste. Marie under the direction of a registered not for profit organization. Tourism SSM is responsible for the development, marketing and promotional activities designed to increase visitation and promote Sault Ste. Marie as a four season tourist destination.

Organization Mandate

The Soo Greyhounds is a privately owned franchise team in the Ontario Hockey League.

Primary Contact

Mr. Tim Lukenda
President and Governor
Soo Greyhounds Hockey Club
Cell: 647-641-7992
Email: timlukenda@soogreyhounds.com
269 Queen Street East
Sault Ste. Marie, ON, P6A 1Y9

Contributing Partners

This 10 day blockbuster event is a culmination of contributing partners in various capacities including the Canadian Hockey League, Ontario Hockey League, local sponsors and the Soo Greyhounds franchise.

SECTION 2- PROJECT INFORMATION

Project Description

The Soo Greyhounds franchise publically expressed interest in hosting the 2021 Memorial Cup in Sault Ste. Marie and are actively pursuing a bid to host the event with the Memorial Cup Selection Committee. As part of the bid process the Soo Greyhounds are required to provide details on how the event will be financed and supported by the organization, sponsors and host community. The Soo Greyhounds are seeking financial support from the City of Sault Ste. Marie for the 2021 Memorial Cup Bid, through the Economic Development Fund. Based on the success of previous Memorial Cups and similar size events hosted in Sault Ste. Marie, we anticipate that up to 2400 hotel night stays could be generated from this event and the corresponding fan events would have result in a significant economic injection to the food & beverage sector, which has been hard hit by COVID- 19

The Memorial Cup is the premier hockey championship event in the Canadian Hockey League. In 2021, Cup will represent the 103rd time the prestigious trophy will be presented. The Memorial Cup is the most sought after trophy in junior hockey, and its rich tradition has shaped the way junior hockey is played in North America. The Memorial Cup is a showcase of elite competition that generates significant exposure and economic activity to the host community. The event is a four team, round robin tournament that is held over a 10 day period. In addition to the tournament, there are many supporting activities and events that help to create a broader community impact beyond the hockey games themselves. During the ten day event there will be events and activities for locals and tourists at various venues throughout the city including a parade, golf tournament, family and fan events, indigenous cultural demonstrations, opening and closing ceremonies and awards banquets.

A dedicated team of volunteers and staff will be in place to create the host organizing committee. This team of community members will play the key role in facilitating the tournament and supporting activities. Their role will be to ensure the execution of various pieces of the overall event including facility logistics, transportation, team services,

medical services, accreditation, family services, accommodations etc. There is an extensive list of tasks this team will undertake to ensure the Memorial Cup tournament delivers a first class experiences to the Canadian Hockey League players and fans. It is anticipated that close to 500 volunteers will be required to facilitate the tournament and supporting events.

Memorial Cup Sanctioned Events include:

Memorial Cup Arrival Ceremony- The arrival of the Memorial Cup is the official opening of the event where the cup is showcased and brought into the city in spectacular fashion. This event will signal to the community that the celebration of the tournament is underway. Military and veteran involvement will be a key part of this event and will complement the many CHL and dignitaries in attendance.

Memorial Cup Banquet- The opening banquet is a celebration to welcome the Memorial Cup, competing teams and visitors to our community. It will be hosted at the Marconi and Cultural Event Centre featuring local cuisine and entertainment.

Memorial Cup Golf Tournament- The tournament will be held at Crimson Ridge Golf Course, our local course rated amongst the top 100 courses in Ontario.

Memorial Cup Fan Fest & Parade- As not all members of the community are able to attend the games, the fan fest is an opportunity for everyone to become involved and participate in the event in some capacity. Fan Fest will offer various levels of interaction that will provide a creative and fun filled venue that is accessible to all.

Objectives

This project can be categorized in 3 primary community objectives

1. Economic Generation & Post-COVID 19 Recovery for the hotel, food & beverage and hospitality sectors.
2. Community Promotion, through nationally & internationally broadcast & media coverage.
3. Successful resume building for large event hosting by the City of Sault Ste. Marie & Tourism SSM, which will assist us in future bids for large national scale events.
4. Civic Pride & Lasting legacy within the community.

Revenue and Economic Generation

The sport and tourism industry in Northern Ontario is a major economic generator providing jobs and economic diversification. Prior to the COVID-19 crisis, sports tourism was an approximate \$1.6 billion industry providing 24,000 jobs. The Minister of Heritage, Sport, Tourism & Culture Industries recently stated during her town hall sessions with over 1,250 stakeholders, that COVID 19 crisis is worse than SARS, 911 and all others put together

for the tourism industry. Sault Ste. Marie is actively developing recovery strategies that are safely putting plans in place to attract and develop activities and initiatives.

Hosting the 2021 Memorial Cup would align with these strategies and would successfully achieve the City's goal of economic stimulation within our economy, in particular the segments hardest hit by COVID-19 including the hotel & hospitality sector. Historic data demonstrates a significant economic impacts for the host community and province. Even with COVID-19 restrictions in place, there remains ample opportunity expect a significant economic boom to our local economy. The Canadian Sport Tourism Alliance (now renamed Sport Canada) have reported estimated pre-COVID Memorial Cup economic impacts of \$17.3 million, including \$9.1 million in visitor spending, 107 FTE provincial jobs created/maintained, \$5.2 million in wages/salaries and \$3.3 million taxes. We are anticipating approximately 2400 hotel night stays associated with the 2021 Memorial Cup, should it be held in Sault Ste. Marie and significant economic benefits flowing to our local bars & restaurants.

Raised Profile of Sault Ste. Marie as a Sport Hosting Destination

In the sport tourism industry, a community's hosting resume is a key element in securing future events. Every time Sault Ste. Marie hosts a successful sporting event the profile is raised in the industry establishing a sense of credibility and confidence in our ability to host large national and international events, which provides us with a competitive advantage over other destinations vying for event hosting rights. Having hosted many reputable large-scale events, Sault Ste. Marie has become known in the industry as a reliable choice to showcase tournament play. Adding the 2021 Memorial Cup would be an excellent addition to our hosting legacy and would increase our opportunity to host future national and international events.

Lasting Legacy

Building on the success of other successful hockey mega events such as the CARHA World Cup (first time hosted outside of a major urban centre), the World Under 17 Hockey Challenge and the Telus Cup, Sault Ste. Marie is no stranger to hosting widely successful hockey tournaments. We have experienced firsthand the short and long term benefits of sport hosting.

Hosting a premier international hockey championship event such the Memorial Cup will send a signal to the world that Northern Ontario and Sault Ste. Marie are well organized, contemporary and open for all types of business in a post-pandemic world.

Every time our community hosts a large scale event we benefit from the training of experienced and diversified volunteer base which can be utilized in future event bids. Having a contingent of ambitious and trained volunteers bodes well for smaller event hosting after the completion of the tournament.

Hosting sport events can also generate a broad range of other indirect or non-monetary effects. It has been demonstrated through our experience that hosting prestigious sporting events can increase, community pride, sport participation; enhance the quality of local life, social cohesion, and patriotism within our community.

Performance Targets

The success of the 2021 Memorial Cup will be measured using the following KPI's

Out of town visitation- through the local hotels data will be recorded to indicate actual accommodation stays for the duration of the event. This will also be measured through room block bookings. Visitation tracking is essential to determining overall economic impact.

Press and Media Coverage- one of the key benefits of hosting the Memorial Cup is the generated exposure the host community receives through traditional media sources (television & radio). An exposure report will be generated outlining the media exposure received throughout the event.

User Generated Media- Social media is also a critical measure of exposure. Fan, spectators and community members will take to social platforms to share and communicate messages about the event. Tracking hashtags and user views will provide tracking measures of the awareness and visibility of the event.

Overall Economic Impact- Utilizing the STEAM Report- Sports Tourism Economic Assessment Model an overall community economic impact report can be generated to provide an authentic and validated report of the true economic impact of the event.

Impacts and Limitations

COVID 19 presents the largest potential negative impact to the 2021 Memorial Cup event. However, given that this event is in mid 2021 there is a likelihood that this could lessened should the pandemic subside. Ticket revenue and broader community impact would be greatly affected if capacity was capped at a lesser amount.

Methodology and Timing

SECTION 3- COSTS AND FINANCING

Detailed Project Costs

(See attached budget)

Financing Arrangements and Funding Partners

An application is under way for funding support from the Northern Ontario Heritage Fund and to TourismSSM.

In Kind Contributions

Demonstrated need for Assistance (Include supporting documentation and applications to other government assistance programs)

ECONOMIC BENEFITS

How does the project promote and support economic diversification?

Economic impact in sporting events is net change in an economy resulting directly from the event. This change is caused by activity involving the acquisition, operation, development, and use of sport facilities and services and in turn generate visitors' spending, public spending, employment opportunities, and tax revenue. Specifically, the economic impacts of expenditure are composed of direct, indirect, and induced effects. The direct effects of this event are the direct purchases needed to successfully host the tournament and include items such as venue rentals, facility upgrades. The indirect effects are the ripples of the dollars spent with those purchases within the economy. The indirect effects support our local small business community and help to keep the local economy vibrant. Beyond this, the induced effects of hosting a mega event help to increase employment and household income that result from the economic activity fueled by the direct and indirect effects

What are the projected jobs created?

The 2109 Memorial Cup hosted in Halifax NS utilized the services of the CSTA to generate a STEAM report. This report collected live in time data to validate a full economic impact report. This report indicates that the Memorial Cup event supported 17.3 million in economic activity and over \$5 million in supported wages and salaries in the province. The same report indicates 90 local jobs were supported by the event and \$4.2 million of wages and salaries supported locally by the 2019 Memorial Cup

Using this data, we anticipate a similar benefit to be achieved with the 2021 Memorial Cup stimulating the local business economy.

What is the potential for tax assessment increase? N/A

COMMUNITY BENEFITS

How does the project compliment other community objectives?

Hosting of the 2021 Memorial Cup will compliment community revitalization objectives and assist with COVID Recovery Plans. The event will draw tourist to the community, injecting much needed dollars into the local hotel & hospitality sector. The event will also highlight Sault Ste. Marie on a national and international level as the event is broadcast around the globe and attracts significant media coverage.

On a more personal level, Sault Ste. Marie has a long history of being a sports community, and in particular a so called "hockey town". The Soo Greyhounds are embedded in the fabric of our community and are a source pride of our hockey community. In 1993, the Soo Greyhounds successfully hosted the Memorial Cup in resulting in a championship win that is still a highlight for many in our community. At the time, the Sault Ste. Marie event was considered one of the most successful Memorial Cups ever setting a new level of hosting excellence for future host communities. To this day the '93 Memorial Cup event stands out as a historical moment in time that showcased our city to the Nation.

Hosting a large scale national event such as the Memorial Cup will also greatly increase our community's capacity to develop volunteers and engage businesses and local support. These benefits last long after the event and with well trained volunteers in

particular can utilized in future events going forward. Facility upgrades and infrastructure improvements will be utilized by user groups after the event and will contribute to a greater participant and community experience.

What is the community impact as a whole?

The Soo Greyhounds are the pride of our local hockey community. From season ticket holders, sponsors and from adults to children alike, the Soo Greyhounds are synonymous with Sault Ste. Marie pride. Hosting the 2021 Memorial Cup in our community will offer our citizens an opportunity to make lasting memories and engage in a monumental event that will set the stage for years to come. Sport mega events have repeatedly demonstrated the potential to build social capital by promoting social interactions, networks and shared values. Coming together to support the Soo Greyhounds quest for the 2021 Cup will provide Sault Ste. Marie that unique opportunity.

2021 Memorial Cup Proposed Budget

*Provided in Closed Session due to competitive nature of Memorial Cup bidding process.



2021 Bringing Home the Cup

Opportunity: The Canadian Hockey League is currently soliciting interest from Ontario Hockey League teams to host the 2021 Memorial Cup presented by KIA. The Memorial Cup has been competed for annually since 1919 and is regarded as one of the premier hockey championships and sporting events in North America. The Memorial Cup is not only the championship that every player among the 60 CHL teams strives for, but is a highly desirable and competitive event for the CHL teams and communities who desire to host it.

In addition to an eight game hockey tournament involving the best four teams in the CHL, the 10-day event also includes:

- Memorial Cup arrival ceremony
- Memorial Cup Opening Banquet
- Memorial Cup Golf tournament
- Memorial Cup Fanfest
- CHL Awards Banquet

Host Selection Criteria: The CHL selects a host city based on a number of factors including:

1. The quality/reputation of the host CHL franchise;
2. The expected competitiveness of the host CHL franchise in the year of the event;
3. The facilities of the host city including arena, hotels, banquet facilities, etc.
4. The community's ability to host an outstanding event and create an event atmosphere that will enhance the fan experience.

Economic Impact: The hosting of the Memorial Cup has shown to have a very significant financial impact on the host community and Province as a whole. An Economic Impact Assessment Report completed following the 2019 Memorial Cup Presented by KIA indicates spending by out-of-town spectators, participants, media, sponsors, and others who visited Halifax totaled \$11.5 million, supporting

Soo Greyhounds Hockey Club
GFL Memorial Gardens | 269 Queen Street East
Sault Ste. Marie, Ontario, P6A 1Y9

1993 Memorial Cup Champions
West Division Champions 2013-14 | 2014-15 | 2016-17 | 2017-18
Ontario Hockey League Champions 1984-85 | 1990-91 | 1991-92



\$17.3 million in economic activity in Nova Scotia, including \$14.9 million in Halifax. We believe the economic impact for Sault Ste. Marie and surrounding area would be similar and have a profound beneficial impact on our local economy.

What it will take? The Memorial Cup is awarded by virtue of a competitive bid process. As such, we would need to submit a bid that will convince the selection committee that not only is our community worthy of hosting such a prestigious event, but that we can do so in a manner that will be economically viable and capable of generating the support of all levels of government, community sponsors, and spectators. In short, we will need to WOW! them and demonstrate all that our great community has to offer in hosting this major event. Make no mistake, we will be a long-shot relative to other larger communities who will be interested in hosting. But I truly believe that our community and our devoted fans deserve the opportunity to show what we are capable of on a national stage.

Soo Greyhounds Interest: A key component of a bid is the reputation of the CHL host team and the ability for that team to compete successfully on the ice for the Memorial Cup. We are proud of the reputation and following of the Soo Greyhounds and believe we have the best fan-base in all of junior hockey. We also feel that our team has been getting stronger and more competitive over the past number of years and we fully expect to have a strong team next season. As such, we feel the timing is right for the Soo Greyhounds to “throw our helmet in the ring” to be considered as the host of the 2021 Memorial Cup Presented by KIA.

Endorsement and Support: In order to have an economically successful bid, and in order to keep ticket prices at an affordable level, we will need significant financial support of our government and community partners. In other communities, government grants have been used to offset some of the organizing costs in recognition of the economic impact to the community, region and province. Please note that there is no financial benefit that accrues to the host team. On the other hand, the team is financially responsible should the event fall short of projections and commitments to the CHL.

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1993 Memorial Cup Champions

West Division Champions 2013-14 | 2014-15 | 2016-17 | 2017-18

Ontario Hockey League Champions 1984-85 | 1990-91 | 1991-92



Timelines:

- Letter of Intent to Bid due to League office by February 10, 2020.
- Short-list announced by Selection Committee on March 2, 2020.
- Formal bid presentations to be made to the Memorial Cup Site Selection Committee on April 13, 2020.
- 2021 Memorial Cup to be held on May 21-30, 2021.

Conclusion: The Soo Greyhounds are determined to make a successful bid to host the 2021 Memorial Cup in Sault Ste. Marie. As such, we have formed the “2021 Bring the Cup Home” bid exploration committee to determine its feasibility. In order for this bid to be successful, we will need the strong and enthusiastic support of our community partners/ sponsors, municipal, provincial and federal government, the media and our fans and visiting spectators. While we would be considered a longshot by some to host an event of such magnitude due to the size of our community, we believe that the citizens of the Soo would rise to the occasion and put on an event beyond compare. The question we have to ask is: “Why not us?”

Soo Greyhounds Hockey Club
GFL Memorial Gardens | 269 Queen Street East
Sault Ste. Marie, Ontario, P6A 1Y9
1993 Memorial Cup Champions

West Division Champions 2013-14 | 2014-15 | 2016-17 | 2017-18
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Economic Impact Assessment Report | Key Findings

Prepared by Thomas McGuire, EI Consultant, CSTA | October 23, 2019

2019 MEMORIAL CUP PRESENTED BY KIA – HALIFAX (MAY 17 - 26)

The **2019 Memorial Cup Presented by KIA** took place at the Scotiabank Centre, Halifax, NS from May 17 until May 26, 2019 with additional festival activities taking place in downtown Halifax.

This event featured the Mooseheads as host team, along with the champions of the Quebec Major Junior Hockey League, Ontario Hockey League and the Western Hockey League. The four-team, round-robin format tournament included 160 participants and attracted 55,000 unique spectators.

The visitor statistics cited in this report were derived from an on-site intercept survey conducted during the **2019 Memorial Cup Presented by KIA**. The survey was developed for the event by the CSTA, specifically for this event and was administered by a team of volunteer surveyors recruited by, trained by, and supervised by **Events Nova Scotia**.

A total of **1,008 valid responses** were collected during this event.

The spending of out-of-town spectators, participants, media, sponsors, and others who visited Halifax for the **2019 Memorial Cup Presented by KIA**, in combination with expenditures by event organizers, totaled \$11.5 million, supporting \$17.3 million in economic activity (industry output) in Nova Scotia, including \$14.9 million in Halifax.

These expenditures supported \$5.2 million in wages and salaries in the province, including \$4.2 million in Halifax. The total net economic activity (GDP) generated by the **2019 Memorial Cup Presented by KIA** was:

- \$10.5 million for Canada as a whole
- \$8.6 million for the Province of Nova Scotia; and
- \$6.7 million for Halifax.

The **2019 Memorial Cup Presented by KIA** supported tax revenues totaling \$3.7 million across Canada.

By the Numbers

2019 Memorial Cup Presented by KIA – Key Facts & Figures

\$11,558,182 of initial expenditures	\$9,117,741 of visitor spending attributable to event	90 local jobs supported by the event	\$21,333,508 overall economic activity in the province
18,879 out of town visitors in Halifax	\$4,215,626 of wages and salaries supported locally	\$8,595,192 total boost to provincial GDP	\$3,710,320 in taxes supported across Canada



Canadian Sport Tourism Alliance



Saskatchewan

Economic impact of Regina hosting Memorial Cup pegged at \$15M

Junior hockey championship to be held in Queen City in 2018

CBC News · Posted: Feb 20, 2017 1:38 PM CT | Last Updated: February 20, 2017



Kirk Morrison of Tourism Regina says thousands of people will be visiting Regina for the Memorial Cup in 2018. (SRC/CBC)

The Memorial Cup coming to Regina next year will put lots of money into cash registers, officials say.

On the weekend, it was announced that the Queen City would host the Cup, which is the Canadian junior hockey championship, in May 2018.

Kirk Morrison, a spokesman for Tourism Regina, says the event will last a week and could see thousands of visitors coming to the city.

"Based on an independent economic assessment that was done, it's expected that the Memorial Cup will bring in \$15 million worth of economic impact to the province," Morrison said.

Much of that will be spending at restaurants, hotels and for transportation, he said. Morrison also said he expected the provincial government will also receive some extra tax revenue.

Both the Memorial Cup and the Tim Hortons Brier curling championship in March, will be held at the Brandt Centre.

ADVERTISING

POPULAR NOW IN NEWS

Millions of reasons to want Mem Cup

Community Sep 24, 2009 Barrie Advance

Hosting the 2011 Memorial Cup would put the national sports spotlight on Barrie for 10 days – and inject millions into the local economy not only during the tournament, but all summer long, says Tourism Barrie.

City councillors voted narrowly to support the Barrie Colts' bid for the national championship series with a \$187,045 grant which waives Molson Centre fees and charges as well as some Barrie Transit support. A ratification vote takes place Monday at council.

Tourism Barrie executive director Kathleen Trainor said the city can't lose by supporting the team's bid.

"The Memorial Cup isn't just about the money from the 4,200 seats (in the arena). It's the national television and print exposure, the opportunity for the city to shine," she said.

"It would be worth millions of dollars of free marketing for tourism. The economic impact would go on for months. In May, people choose their summer destination, and they could be watching the Memorial Cup and choose to come to Barrie."

During the tournament alone, economic impact would be \$2 million – including hotel and restaurant spending, according to the staff report.

But Trainor said the media – the sports writers – would continue to write about the area, in golf and fishing stories, which would generate more revenue for area businesses. Entries from fans on social marketing sites like Facebook would further promote the city.

Colts' owner Howie Campbell said he's planning to invest as much as \$50,000 in his bid for the cup, which is the Canadian Hockey League's primary fundraiser. He's making a case and gathering support to bring the event to town because it spotlights the city, his team and his sport.

"I'm doing it for the fans. I'm a fan first. I bought the team. I'm building the team to win the Memorial Cup," he said.

But like an Olympic bid, the organizing committee looks at an array of factors – and the hockey league looks at how much money it could garner from the event.

Last year in Kitchener, the event raised \$1.95 million for the Ontario Hockey league, but it also injected \$10 million in to the local economy, according to a city staff report.

Next year, the cup is heading to Brandon, Manitoba, where both the City of Brandon and the Province of Manitoba have signed on to contribute \$5.8 million between them, with the hope next year's event generates \$12.9 million in economic activity.

Campbell said he needs the city's endorsement, as well as some gifts-in-kind, to make his case which includes a \$1.5 million guarantee in revenue for the hockey league.

"We have to stick our necks out for \$1.5 million as a guarantee for the league for the right to host it," he explained, adding he's working to make the event break-even.

Coun. Alex Nuttall said city councillors should be eager to line up behind the Colts.

"We'll support the bid with a gift in kind. We'll more than get our money back through national and international TV coverage, through a wide range of visitors to Barrie eating in our restaurants and spending money in our stores, and perhaps the most important reason to support the bid is to build that sense of community through the honour of hosting the highly sought-after Memorial Cup," he said.

Millions of reasons to want Mem Cup

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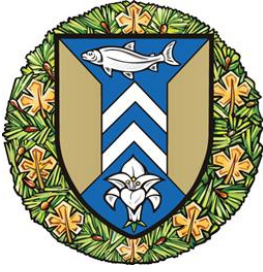
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**The Corporation of the
City of Sault Ste. Marie**

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Patrick Lo, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-2-20-Z 305 Selby Road (Mike Savino)

PURPOSE

The applicant, Michael Savino, is applying to rezone the subject property to permit a one-storey semi-detached dwelling with attached garages.

PROPOSED CHANGE

The applicant is seeking to rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

Subject Property

- Location: On the south side of Selby Road, approximately 50m east of the intersection of Selby Road and Korah Road.
- Approximate size: Rectangular lot with 21.3m (70.0') of frontage along Selby Road and 32.3m (106.1') of depth, totalling 691m² (7,436 sq. ft.) in area.
- Present use: Vacant land.
- Owner: Michael Savino.

BACKGROUND

There have been no previous planning applications on the subject property, which was formerly occupied by a single detached dwelling.

Due to COVID-19, at the March 23, 2020 Council meeting, Council resolved to postpone this planning application. In advance of this current Council meeting, staff have repeated the official public notice procedures for this planning application. This included publishing an updated advertisement in the Sault Star and sending an updated notice through ordinary mail to all property owners within 120 metres of the subject property.

ANALYSIS

Site Context

The subject property is located in an established west-end residential neighbourhood north of Second Line West and east of Korah Road. While most of the buildings surrounding the subject property are single detached dwellings, there are semi-detached dwellings further east (approximately 84m) along Selby Road as well as further north (approximately 214m) along Korah Road. The property is within walking distance to commercial amenities on Second Line West, including grocery stores, pharmacies and restaurants, as well as Our Lady of Lourdes Catholic School on Prentice Avenue.

Rationale for Zoning Change

A change from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3) is needed to permit use of the subject property for a semi-detached dwelling. Planning supports this change because replacement of a single detached dwelling – which was demolished by the applicant in the past year due to its poor state – with a semi-detached dwelling represents appropriate small-scale infill development and residential intensification in an area well-served by municipal infrastructure and community amenities.

Planning also supports the Special Exception to reduce the number of required parking spaces from 3 spaces to 2 spaces. The two proposed single-storey semi-detached dwelling units are relatively small in nature (approximately 1,100 sq. ft.) and are similar to townhouse units. Therefore, staff believe a single-car attached garage as proposed is sufficient for each of the two units.

Conformity with the Official Plan (OP)

The subject property is presently designated Residential in the Official Plan. This application conforms with the Official Plan, and in particular aligns with the following:

- Housing HO.1: *Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.*
- Land Use – Residential R.1: *A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.*
- Land Use – Residential R.4: *Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.*
- Land Use – Residential R.5: *Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.*

With regards to natural resources and environmental constraints, the subject property is located within a Wellhead Protection Area. Specifically, it is within "WHPA-B" – the 2 Year Time of Travel catchment zone for the Steelton municipal well located at Second Line West and First Avenue. As per the Sault Ste. Marie

Region Source Protection Plan, the proposed semi-detached dwelling is not considered a land use or activity that would pose a significant threat to the local drinking water system.

With regards to natural hazards, there is presence of lacustrine clay on the subject property. However, this is not an issue, since the subject property is serviced by municipal sewage service and there is no need for a domestic sewage system (i.e. septic) on the subject property.

Conformity with the Provincial Policy Statement (PPS)

This application conforms with the Provincial Policy Statement, and in particular aligns with the following:

- 1.1.3.2 (b) *Land use patterns within settlement areas shall be based on [...] a range of uses and opportunities for intensification and redevelopment...*
- 1.1.3.4 *Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.*
- 1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents [...] by:*
 - *(b) permitting and facilitating [...] all forms of residential intensification [...] and redevelopment...*
 - *(c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs.*
 - *(d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.*

Conformity with the Growth Plan for Northern Ontario (GPNO)

This application conforms with the Growth Plan for Northern Ontario, and in particular aligns with the following:

- 3.4.3 *Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.*

Department and Agency Comments

The following departments and agencies commented on this application as part of the consultation process:

- No comments or objections: Legal, Public Works, Building Division, Community Development and Enterprise Services, Economic Development Corporation, PUC Services, Fire Services, Sault Ste. Marie Region

Conservation Authority, Municipal Heritage Committee, Accessibility Advisory Committee.

- See attached comments from Engineering Services.

Engineering staff commented that:

- There is one sanitary lateral in service to this property. If in the future the owner wants to sever the property, a second lateral may be required along with potential easements.
- There is an existing swale/ditch along the east property line and near the west property line – this should be considered in grading design.
- A culvert fee may apply for the proposed new entrance and culvert.

The applicant has been made aware of Engineering's comments, and no issues are anticipated. The applicant currently has no intention of severing the subject property, as they intend the proposed semi-detached dwelling to be a rental property.

Public Input and Neighbourhood Meeting

A neighbourhood meeting was hosted by the applicant on Thursday, February 27, 2020 at the Northern Community Centre. The applicant invited by mail all property owners within 120 metres of the subject property. No neighbours attended this meeting; however, both Ward 4 Councillors attended.

Official public notice for this application was given through an advertisement in the Sault Star on Saturday, February 29, 2020 and again on Saturday, July 18, 2020, as well as through ordinary mail twice to all property owners within 120 metres of the subject property.

To date, no written submissions have been received. Staff did have phone conversations with two neighbouring property owners:

- One homeowner on Hampton Road, to the rear of the subject property, inquired about the proposed tenure of the semi-detached dwelling, which is market rental housing. They also inquired about property maintenance for the proposed dwelling; however, property standards and maintenance issues are beyond the scope of this planning application.
- An adjacent homeowner on Korah Road expressed their desire to see an existing deteriorating fence be replaced by a new fence to provide privacy. There is no requirement in the Zoning By-law for property owners to provide fencing or other screening between two residentially zoned lots (unless there is a loading space for a large apartment building). That said, staff have raised this matter with the applicant, and the applicant has met with this homeowner and has come to a mutual agreement to replace the fence.

FINANCIAL IMPLICATIONS

Approval of this application will not impact 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, Michael Savino, is applying to rezone the subject property to permit a one-storey semi-detached dwelling with attached garages. Specifically, the applicant seeks to rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

Planning staff are in support of this application because the proposal represents appropriate small-scale infill development and residential intensification in an area well-served by municipal infrastructure and community amenities. In addition, this application conforms with the Official Plan, the Provincial Policy Statement and the Growth Plan for Northern Ontario. Input received from commenting departments and neighbouring property owners do not indicate any issues with the approval of this application.

RECOMMENDATION

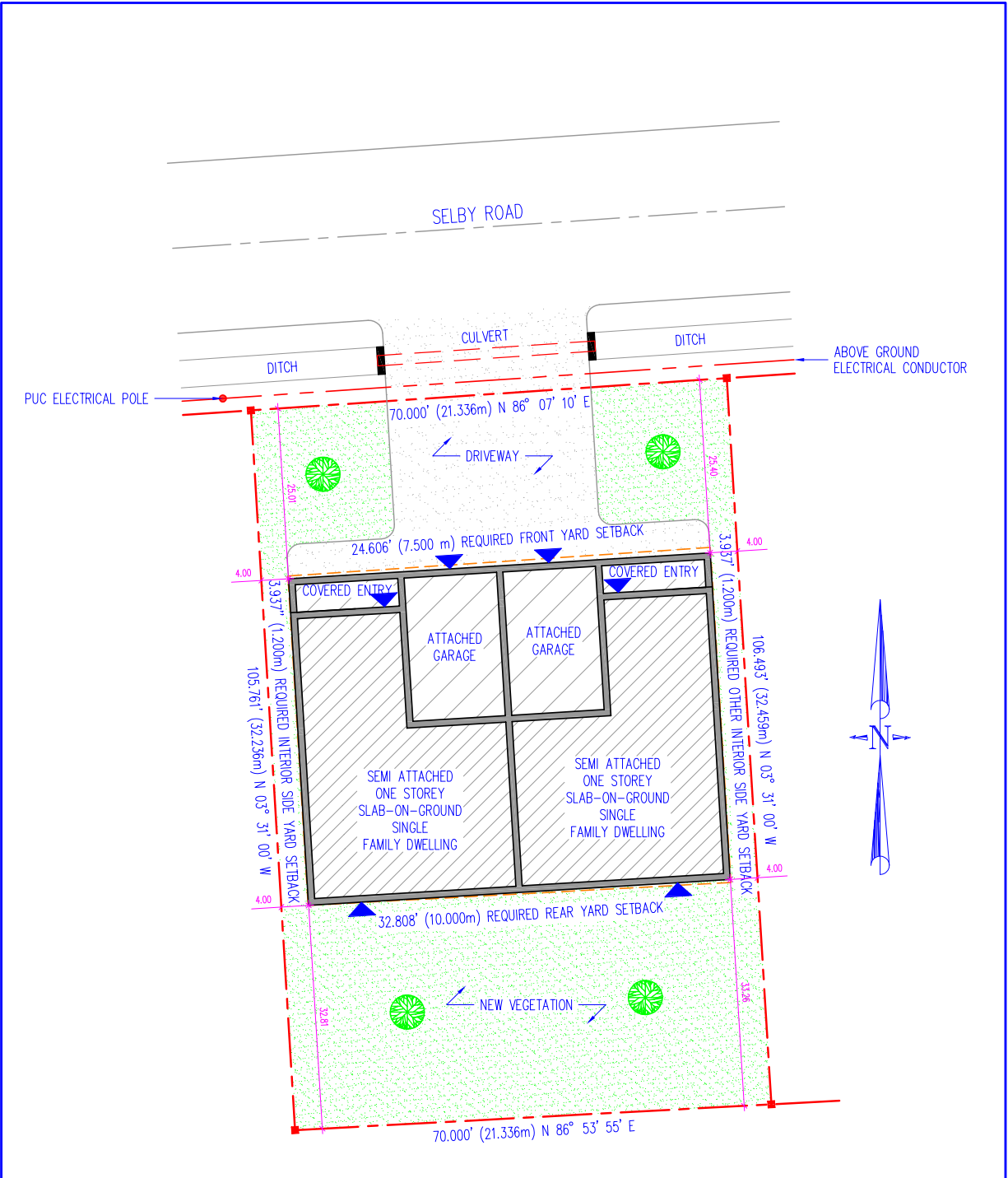
It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated 2020 08 10 concerning Rezoning Application A-2-20-Z 305 Selby Road be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

Respectfully submitted,



Patrick Lo
Junior Planner
705.759.5373
p.lo@cityssm.on.ca

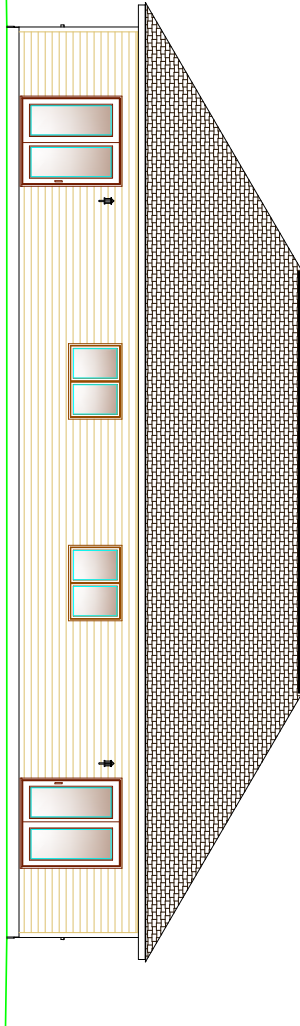


SITE PLAN
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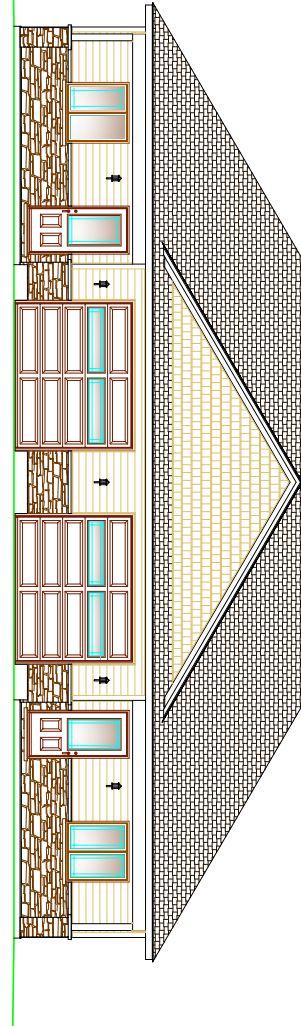
CUTTING EDGE DESIGNS
 ***** QUALITY DESIGNS AND DRAFTING *****
 HEAD OFFICE: 288 DUNDAS ST. W. TORONTO, ONTARIO, CANADA, M5G 1C8
 OFFICE PHONE: (705) 871-1411

NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS ON DRAWING PRIOR TO STARTING CONSTRUCTION. ANY DIMENSIONS IN PARENTHESIS MUST BE USED PRIOR TO BEGIN PROCEEDING. DO NOT ATTEMPT TO SCALE THIS DRAWING.	THIS DRAWING SHALL ONLY BE USED FOR THE PURPOSE LISTED BELOW	# DATE REVISIONS	SCALE: 1:15	PROJECT: SAVINO SEMI	DRAWING #: S-1
	PRELIMINARY <input type="checkbox"/>	REVIEW <input type="checkbox"/>	DATE: FEBRUARY 8th, 2020	PLAN TITLE: SITE PLAN	
	PERMIT <input type="checkbox"/>	CONSTRUCTION <input type="checkbox"/>	DRAWN BY: F. BENTONATO, M.A.S.C., O.S.A., B.O.B.	CADD TECHNICIAN: Cutting Edge Designs (2020)/Savino	

REAR ELEVATION



FRONT ELEVATION



CUTTING EDGE DESIGNS

EST. 2005

**** QUALITY DESIGNS & DRAFTING ****

HEAD OFFICE
61 PARKWOOD DRIVE
SUITE 101 WILSON AVENUE
CANADA, P.A. 1B6
PHONE: (516) 411-1111
EMAIL: cutting@cuttingedge.ca

NOTES:

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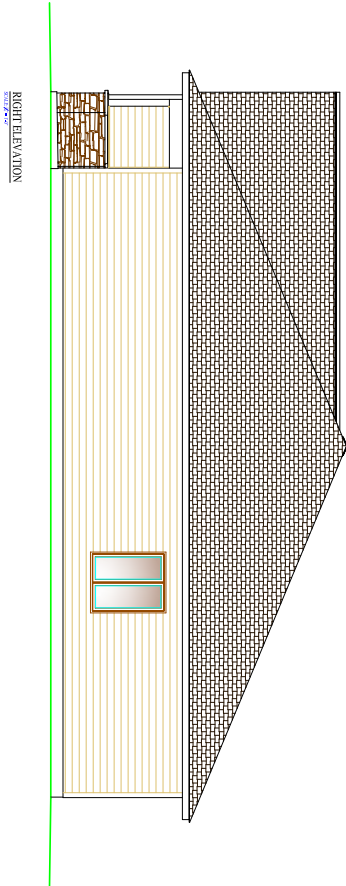
- PRELIMINARY
 - ESTIMATE
 - PERMIT
 - CONSTRUCTION
- ANY USE OTHER THAN WHAT IS NOTED ABOVE YOURS OR OURS OF ANY RESPONSIBILITY AND/OR LIABILITY FOR THIS DRAWING.

#	DATE	REVISION
1	2024-01-21	CHANGES TO ROOF PITCHES

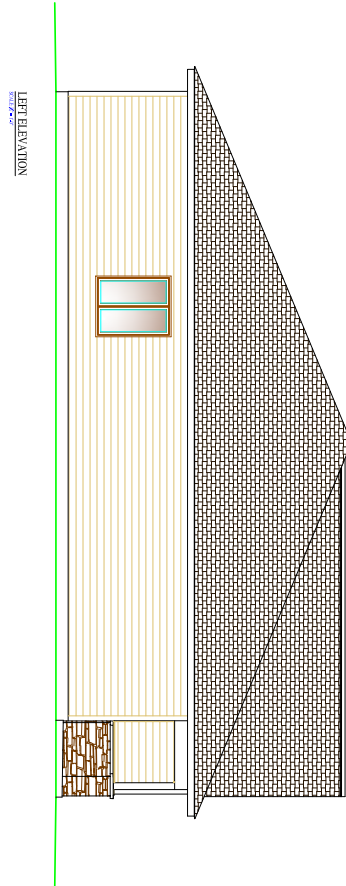
SCALE: 1/4" = 1'-0"
 DATE: JANUARY 23rd, 2020
 DRAWN BY: FRANK BENTROVATE, MARCH 18, 2019
 FILE NAME: Cutting Edge Designs (2020) Services

PROJECT: SAVINO SEMI
 PLAN: FRONT & REAR ELEVATIONS

DRAWING #
 A-1



RIGHT ELEVATION



LEFT ELEVATION



EST. 2005

CUTTING EDGE DESIGNS

**** QUALITY DESIGNS & DRAFTING ****

HEAD OFFICE
 67 PARKWOOD DRIVE
 SUITE 101 WILSON ONTARIO
 CANADA, L9A 1K6
 PHONE: (519) 715-4411
 EMAIL: cutting@cedesigns.com

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- PRELIMINARY
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- PERMIT
- CONSTRUCTION

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#	DATE	REVISION
1	2024-01-21	CHANGES TO ROOF PITCHES

SCALE: 1/2" = 1'-0"
 DATE: JANUARY 23rd, 2020
 DRAWN BY: FRANK BENTROVATE, MARCH 18/02
 FILE NAME: Cutting Edge Designs \2020\ Savino

PROJECT: SAVINO SEMI
 PLAN: LEFT & RIGHT ELEVATIONS

DRAWING #
 A-2

PRINTING: 3/23/24 3:38 PM 1/17 SCALE



2020 03 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-2-20-Z
305 Selby Road
Mike Savino.

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

- There is one sanitary lateral to service to this property. If in the future the Owner wants to sever into two properties, a second lateral may be required to separate the flow from the individual residences and easements may be required if a lateral for one property crosses and adjacent property.
- Our records indicate an existing swale/ditch along the east property line and near the west property line. Grading design should that that into consideration.
- A new entrance and culvert is propose. A culvert fee may apply.

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

A handwritten signature in black ink, appearing to read 'M. McAuley', is written over a light blue horizontal line.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

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

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-2-20-Z 305 Selby (Mike Savino)\GIS\A-2-20-Z_AerialMap_Feb2020_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Legal Department Reference



SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: 2016 20cm Colour
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983




Property Information
 Civic Address: 305 Selby Road
 Roll No.: 050018061000000
 Map No.: 80/1-90
 Application No.: A-2-20-Z
 Date Created: February 20, 2020

Legend





-  Subject Property - 305 Selby Road
-  Parcel Fabric

Page 214 of 616

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-2-20-Z 305 Selby (Mike Savino)\GIS\A-2-20-Z_SubjectPropertyMap_Feb2020_8x11_V1.mxd

<p>Application Map Series</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p>	<p>Legal Department Reference</p>	 <p>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</p> <p><i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</p> <p>0 2.5 5 10 Meters 1:750</p> 
<p>Property Information</p> <p>Civic Address: 305 Selby Road Roll No.: 050018061000000 Map No.: 80/1-90 Application No.: A-2-20-Z Date Created: February 20, 2020</p>	<p>Legend</p> <p> Subject Property - 305 Selby Road</p> <p> Parcel Fabric</p> <p>Page 215 of 616</p>	

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-2-20-Z_305 Selby (Mike Savino)\551A-2-20-Z_ZoningMap_Feb2020_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information
 Civic Address: 305 Selby Road
 Roll No.: 050018061000000
 Map No.: 80/1-90
 Application No.: A-2-20-Z
 Date Created: February 20, 2020

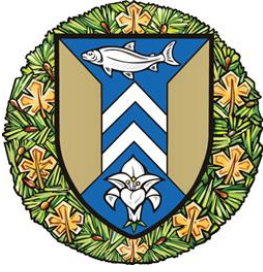
Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone
C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
CS - Shopping Centre Zone; C4hp	EM - Environmental Management Zone
HZ - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock
Parcel Fabric	25 Donna Drive

SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-11-19-Z 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)

PURPOSE

The applicant, Pasquale Lento, has submitted a rezoning application to permit the construction of two single-storey townhouse buildings containing 3 and 4 dwelling units.

PROPOSED CHANGE

Rezone the properties from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to permit two multiple-attached buildings.

Subject Property

- Location – Approximately 32 metres east from the intersection of Second Line West and Prentice Avenue.
- Approximate Size –2,751m² (0.68 ac.), 23.5m (77') of frontage along Second Line West with a depth of 100.7m (330' 4").
- Present Use – Vacant.
- Owner – Pasquale Lento.

BACKGROUND

This application was first heard by City Council at its July 15th, 2019 meeting. The application was deferred at the request of the applicant to allow additional time to assess the proposal.

This application has since been revised to propose two townhouse buildings containing 3 and 4 dwelling units.

ANALYSIS

The two proposed townhouse buildings consist of 3 and 4 dwelling units located on the north side of Second Line West. Building footprints are approximately 338 sq. m and 254 sq. m resulting in a lot coverage of 21%. An L-shaped driveway provides access points onto Second Line West and Prentice Avenue.

The proposal's landscape coverage of 40% provides an adequate amount of open space. To compensate for a narrow backyard, the front yard will be the focus of amenity space.

The townhouses will consist of vinyl siding and a gabled roof. The building wall facing Second Line West will incorporate an entrance, a window and landscaping to enhance visual interest along the street.

The surrounding area consists of a mix of residential, commercial, institutional and public utility uses. Immediately north, east and west of the property are residential dwellings. Housing types are predominantly single and semi-detached. Further east and west is a restaurant, grocery store, pharmacy and a shopping centre. To the south, across Second Line West, is a church.

City Council has previously approved two residential intensification proposals in the area: parcels immediately north of subject property – 137 apartment dwellings approved in 2015 (not built), and 452 Second Line West – 9 townhouse dwelling unit approved in 2011.

Conformity with the Official Plan:

The Official Plan (OP) is a Municipal policy document that manages and directs the physical change and development of the community. Council's decision must be consistent with the OP.

The Official Plan designates this site as Residential. The following land use policies support this application:

Housing

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

Residential

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

R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Archaeological Resources

The property is identified as having archaeological potential; however, aerial imagery demonstrates that extensive soil disturbance has occurred in the past and therefore, an archaeological assessment is not required.

This proposal is consistent with the Official Plan.

Conformity with the Provincial Policy Statement:

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS.

The proposed amendment has been reviewed against these policies and is consistent as follows:

Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, liveable and safe communities are sustained by:

a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;

b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons)....;

e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;

Housing

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;

e) requiring transit-supportive development and prioritizing intensification, including proximity to transit...

Transportation Systems

1.6.7.4 A land use pattern, density and mix of uses should be promoted that minimize the length and number of vehicle trips and support current and future use of transit and active transportation.

This proposal is consistent with the Provincial Policy Statement.

Conformity with the Growth Plan for Northern Ontario 2011:

The Growth Plan for Northern Ontario 2011 establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and is consistent as follows:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities a range and mix of housing types...

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for a) developing ... an appropriate range of housing types ... and providing easy access to stores, services and recreational opportunities.

This proposal is consistent with the Growth Plan for Northern Ontario.

COMMENTS

The proposed development represents a desirable and compatible form of intensification that will introduce rental units within the built-up and municipally serviced part of the city. It also responds to a demographic profile that identifies a continued demand for smaller average household sizes. The trend of smaller household sizes is expected to continue.

The subject property benefits from many community amenities. It is within walking distance to grocery stores, pharmacies, and other local and major retailers, including a shopping centre. Public transit along Second Line West directly connects the property to major commercial nodes, institutions and recreational areas. A dedicated bicycle lane is also scheduled to be implemented along the nearby Korah Road.

The proposal's height, density, and setbacks are compatible with the neighbourhood's character. No neighbourhood impacts are anticipated with the approval of this application.

Site Plan Control is recommended to provide staff a further opportunity to review the general layout of the property and to better ensure compatibility with the surrounding area, addressing such items as building design, site access, waste storage, parking and landscaping.

Planning staff recommend approval of this application.

CONSULTATION

Public Comments and Neighbourhood Meeting

Three people attended the neighbourhood for the original proposal on June 27, 2019. At the time of writing this report, Planning staff received one letter of support. A summary of all issues and Planning staff's responses are as follows:

- The subject property is located within a wellhead protection area:
Staff's response: a wellhead protection area is the area around the wellhead where land use activities have the potential to affect the quality of the water that flows into the well. The Risk Management Official (RMO) is responsible ensuring compliance with relevant protection plans. According to the RMO, the proposal is serviced by municipal water and sewer and does not pose a "significant threat activity" as per the Sault Ste. Marie Region Source Protection Plan.
- Fencing:
Staff's response: to address concerns of neighbouring property owners, the applicant has agreed to install fencing along the common lot lines of 408 Second Line West and 232 Prentice Avenue. Due to a neighbour's elevated deck, a 2.4 metre (8') high fence is appropriate for visual screening along the west lot line. Details of the fence can be addressed in the site plan control stage.
- Drainage onto adjacent properties:
Staff's response: the Engineering Division recommends deeming the property as an area of site plan control to provide the opportunity to ensure servicing and drainage are addressed.
- Fire Service access:
Staff's response: this application was circulated to Fire Services as part of its review. No comments or objections were made.

- Snow storage:
Staff's response: Snow will be stored in the open spaces between and around the proposed townhouses, as well as the space abutting Prentice Avenue. The property owner is responsible for ensuring safe access and egress for persons and vehicles, even if it requires removing snowfall to a designated off-site location.

Application Circulation

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

Engineering Services states that no storm laterals extend to the property and that the adequacy of sanitary servicing should be verified by the applicant to ensure sufficient capacity for the proposed development. These items as well as the provision of stormwater management will be reviewed as part of the site plan control process.

The Building Division notes that a swing calculation will be required if any proposed construction takes place within 6 metres from above grade power lines.

The Sault Ste. Marie Region Conservation Authority notes that the change in zoning would not have a significant impact on the source water protection vulnerable area.

The Secretary-Treasurer of the Committee of Adjustment has advised that the two parcels that form the subject property are not merged and remain two separate parcels. As a condition of approval, staff recommend, as part of the site plan control process, that the applicant provide a copy of a consolidated transfer and a current PIN for the subject properties.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

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

Summary

The application proposes two single-storey multiple attached buildings containing 4 and 3 dwelling units.

The proposal represents infill development in an area well served by community amenities and public infrastructure. Neighbourhood compatibility and conformity with Provincial and Municipal Policy and Plans is maintained.

No major issues were identified in the application circulation or public consultation stage.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2020 08 10 concerning rezoning application A-11-19-Z be received and that City Council approve the application and rezone the subject properties from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to permit two multiple-attached buildings subject to the following provisions:

1. A 1.8 metre fence must be constructed along the east lot line.
2. A 2.4 metre fence must be installed between the subject property and 232 Prentice Avenue
3. That Council deem the subject property as an area of site plan control

Respectfully submitted,

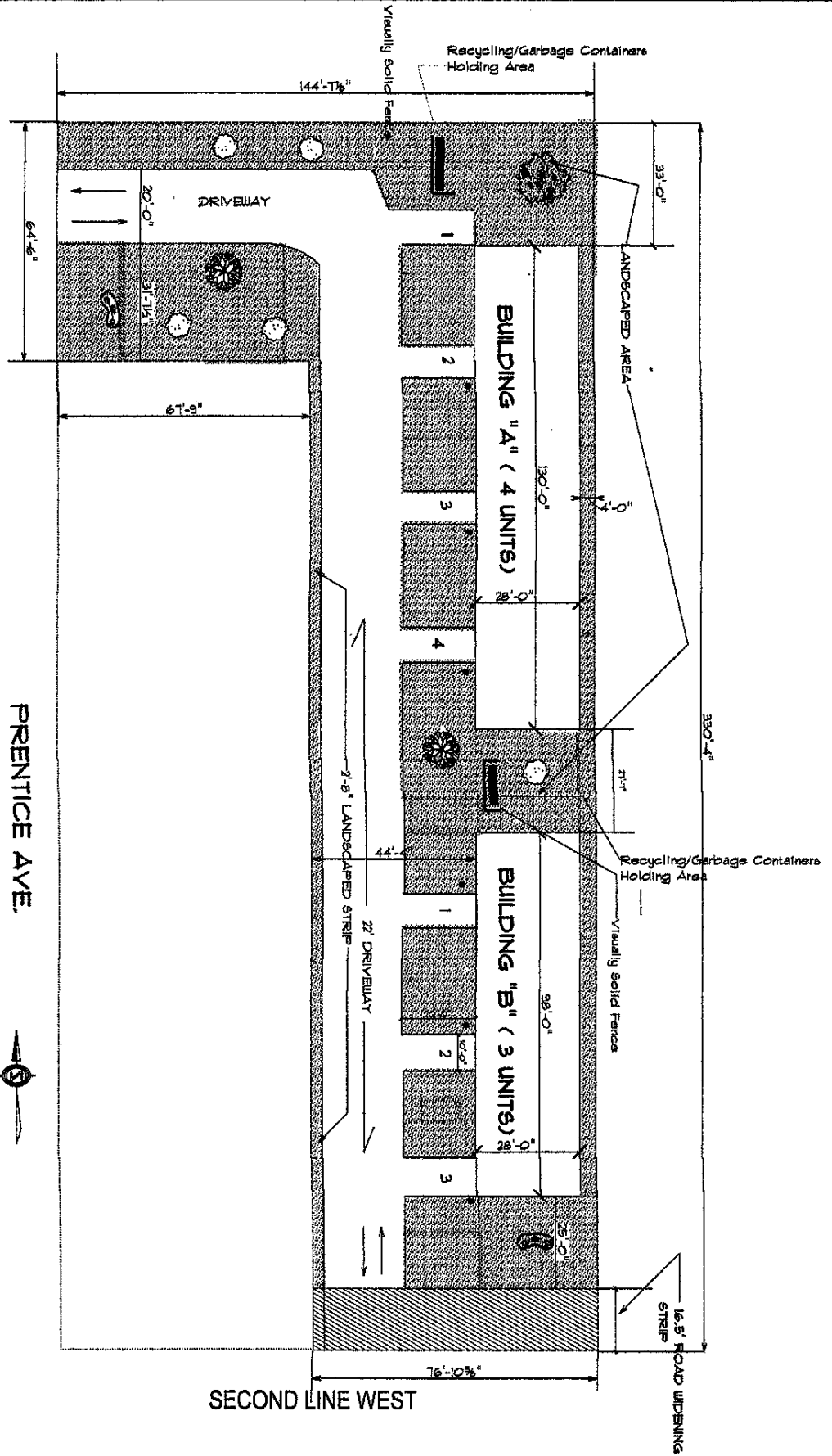


Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca



PRENTICE AVE.



SECOND LINE WEST

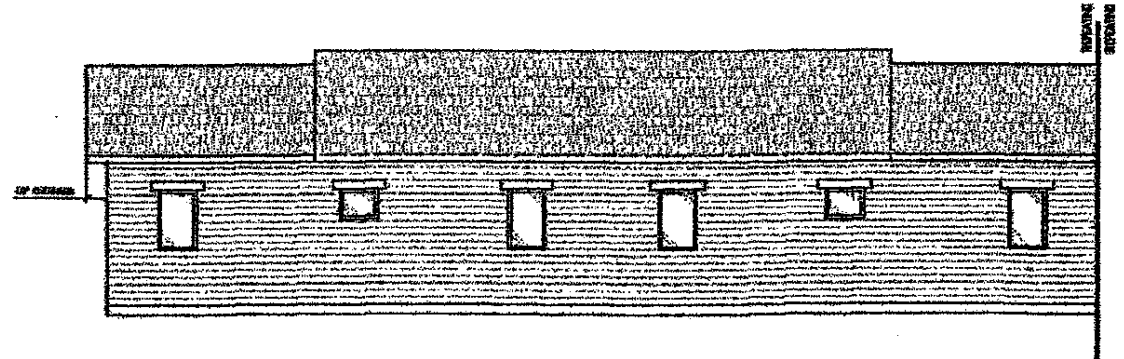
- GENERAL INFORMATION**
- 1. BUILDING FOOTPRINT:**
- a. Build. A, 2,144 sq. ft.
 - b. Build. B 3,640 sq. ft.
 - Total: (2144+3640) = 6,384 sq. ft.
- 2. LOT AREA:**
- a. (25,166 +4549) = 30,335 sq. ft.
- 2. PARKING:**
- a. (20x8 x1) = 1260 sq. ft.
- 3. DRIVEWAYS:**
- a. (7,981.5+1360.0) = 10,421.5 sq. ft.
- 4. LANDSCAPED AREA:**
- a. 30,335 - (6384 + 1260 + 10,421.5) = 12,633.5 sq. ft.
 - b. Net % of Lot area: 40.4%
5. All parking stalls are 10'x20' min.

SITE PLAN

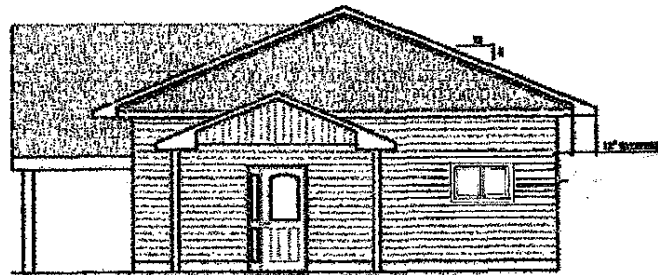
Scale: 1"=40'
 Date: November 25, 2019
 Rev 1: January 24, 2020
 Rev 2: Feb 20, 2020
 Rev.3: March 13, 2020



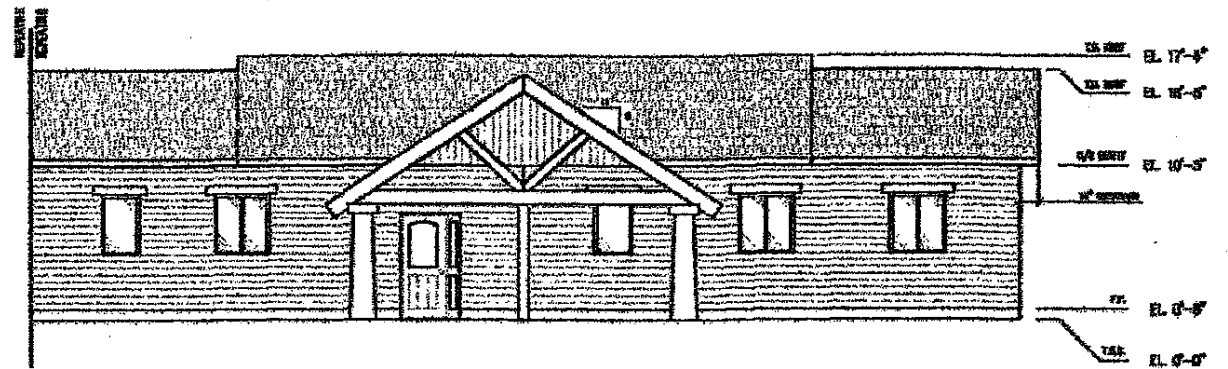
NORTH (SIDE) VIEW



EAST (REAR) VIEW



SOUTH (SIDE) VIEW



WEST (FRONT) VIEW

- COMPLETE LISTING OF ALL LICENSED TRADES MUST COME FROM THE CONTRACTOR
- FINISH FLOORING AT ALL ROOM WALLS AND AT ALL DOOR AND WINDOW WALL INTERSECTIONS
- FINISH CEILING WORK AT ALL WALL AND DOOR INTERSECTIONS
- PLEASE REFER TO THE GENERAL NOTES PAGE FOR OTHER APPLICABLE INFORMATION



2019 06 18

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-11-19-Z
412 Second Line West
Pasquale Lento

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

- Our records indicate an existing 100mm diameter sanitary lateral to this property, but no storm lateral.
- The Developer's Consultant should verify the adequacy of the sanitary servicing lateral to ensure capacity for this development.
- Stormwater Management quantity and quality controls may be required.
- 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; and
- 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.

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

M. 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

APPLICATION NO. A-11-19-Z

BUILDING DIVISION COMMENTS

ADDRESS: 412 SECOND LINE WEST

SUBJECT: 7 UNIT SINGLE STOREY MULTIPLE ATTACHED

Date: 2020-07-09

To: PLANNING DEPARTMENT: Don McConnell

From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R2 – Single Detached 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.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%
- An additional 5 meter setback is required on Second Line from East City limits to West City limits.

Proposed:

- Frontage – 23.435 meters
- Front Yard – 7.62 meters.
- Interior Side Yard – 1.2 meters.
- The Other Interior Side Yard – 13.513 meters.
- Rear Yard – 10.058 meters.
- Building Height – 1 Storey
- Lot Coverage – 21%
- Additional required 5 meter setback is provided on site plan.

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 rezoning, 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 proposed construction takes place within 6 meters horizontally from the above grade power lines.5303

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

Dear Mr. Boudreau,

Thank you very much for your email, and your phone call.

I appreciate your position on the below mentioned Zoning Application, but I must inform you that the subject properties (236 Prentice Avenue and 412 Second Line West) are not within an area under the jurisdiction of the Sault Ste. Marie Region Conservation Authority (with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses). It is the SSMRCA's position that we have no objection to the application based on this.

While you are correct that the properties are located within vulnerable areas (412 Second Line West is within Wellhead Protection Area A and B, and 236 Prentice Avenue is within Wellhead Protection Area B), the proposed development is residential in nature and as such will be regulated by Zoning By-Laws, the Official Plan (OP) and the Ontario Building Code. Comments on behalf of the Source Protection Plan (SPP) with regards to those projects regulated by Zoning By-Laws, the OP and the Committee of Adjustment come from the office of the Risk Management Official. This change in zoning itself would not have a significant impact on the vulnerable area in question.

Please feel free to refer to our website for more information on [O. Reg. 176/06](#), and the [SPP](#).

I am happy to answer any additional questions or concerns that you may have.

I wish you the best of luck, and thank you again for contacting us (as well as the congrats, it is very appreciated!).

Sincerely,
Corrina

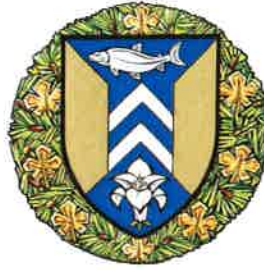
CC: Peter Tonazzo, Risk Management Official



Corrina Barrett
General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie, ON P6A 6J8
Tel: (705) 946-8530 Ext: 1005
Email: cbarrett@ssmrca.ca



From: jordache Boudreau <jordache.boudreau@gmail.com>
Sent: Tuesday, June 25, 2019 1:41 PM



**Michelle Kelly, ACST
Secretary-Treasurer**

July 2, 2019

MR. STEVE TURCO
SENIOR PLANNER
CITY OF SAULT STE. MARIE

Attention Steve:

Re: Notice of Application & Public Meeting A-11-19-Z
412 Second Line West & 236 Prentice Avenue

The illustration provided on the notice indicates that 412 Second Line West & 236 Prentice Avenue are one contiguous property.

It is my understanding that when the City conveyed 236 Prentice Avenue, title was taken in the name of Pasquale Lento under instrument number AL195079. With regard to 412 Second Line West, our records indicate that title is in the name of Pasquale & Concetta Lento. If this remains the case, then the properties are not merged & remain two separate parcels.

I recommend that as a condition of rezoning, that the applicants provide you with a copy of a consolidated transfer & a current PIN for the subject property(s).

Respectfully,

A handwritten signature in blue ink that reads "Michelle".

Michelle Kelly, ACST
Secretary-Treasurer

Jonathan Kircal

From: Steve Turco
Sent: Thursday, June 27, 2019 8:57 AM
To: Jonathan Kircal
Subject: FW: 236 Prentice

Please print and make note for the file

From: Ozzie Grandinetti [mailto:ograndinetti72@gmail.com]
Sent: Thursday, June 27, 2019 8:26 AM
To: Steve Turco <s.turco@cityssm.on.ca>
Subject: 236 Prentice

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.

Steve

I am writing you this email to acknowledge my support for Mr. Lento in the development of the six unit townhouses. I am one of the owners of the abutting property and think the development will be good for the area.

Ozzie

To: Corrina Barrett <cbarrett@ssmrca.ca>

Cc: m.bruni@cityssm.on.ca; d.hilsinger@cityssm.on.ca; r.niro@cityssm.on.ca; c.gardi@cityssm.on.ca; epalumbo@princetwp.ca

Subject: Wellhead Protection Zone Development

Dear Ms. Barrett,

I am writing to you in response of a recent notification from the City of Sault Ste. Marie (Zoning application A-11-19-Z, Pasquale Lento; see attachments) that a developer wishes to rezone the property (from R2 to R3) and place six, single story townhouse units within property classified as [Well Head Protection Area Zoned A, located at 412 Second Line West](#). This property is within the 100 m buffer. Additionally, the piece of property in question is adjacent to a larger approx. 7 acre property (undeveloped yet classified as brown-zone and R4 density housing) also within the well head protection area zoned B - 2 year of travel.

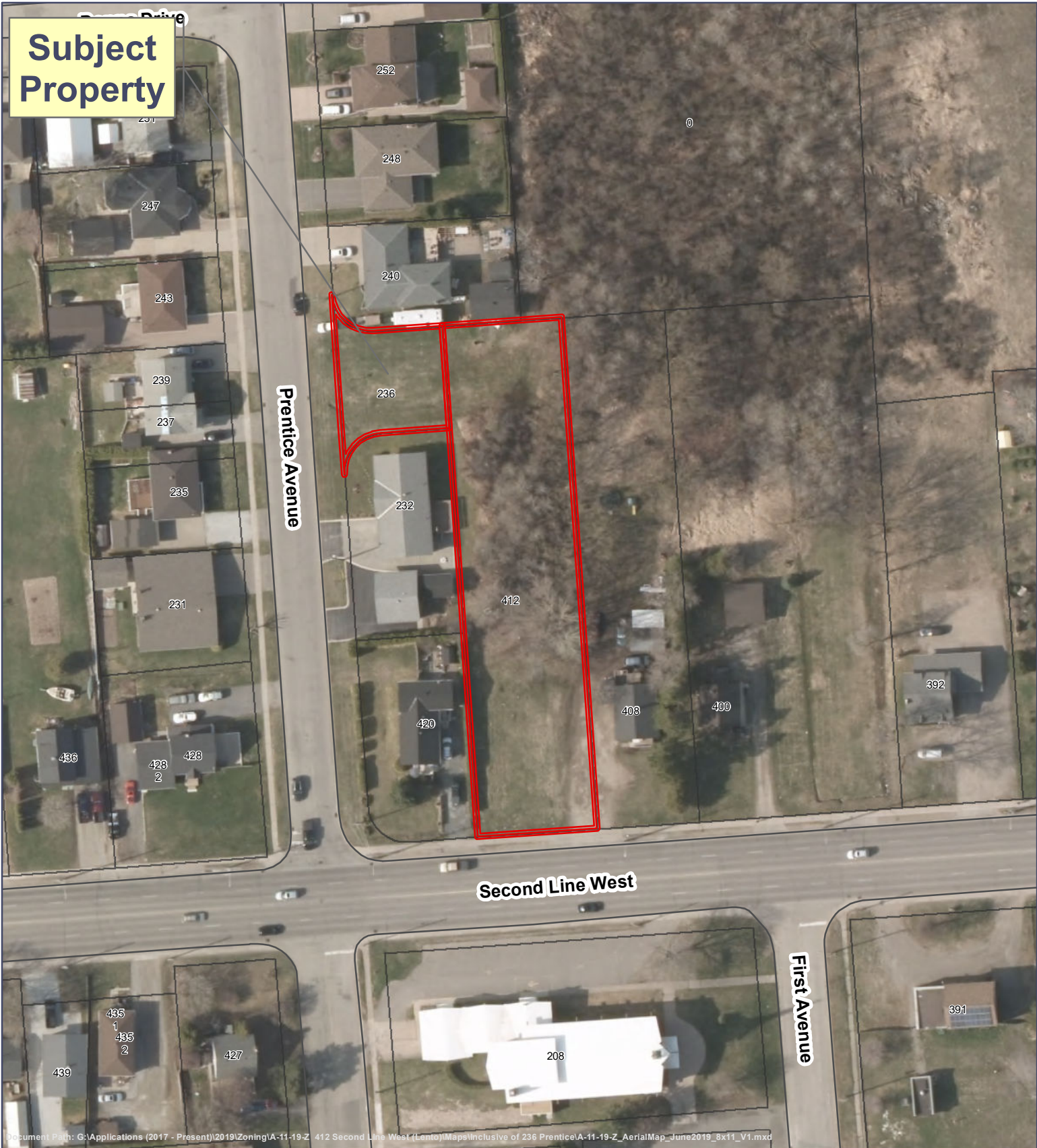
I am asking that a letter be submitted to City Council on behalf of the SSMRCA and the Source Protection Authority and Committee in opposition to the proposed rezoning and development on the grounds of watershed protection and *Clean Water Act*, 2006.

If possible, I am also requesting a phone meeting or in-person meeting with you before the City Council meeting July 15th to discuss a long-term conservation proposal for the whole 7.5+ acres property system interior to the city block bounded by Second Line West, Korah Rd, Sussex Rd, and Prentice Avenue.

As an act of transparency for my request, I have also CC'd the executive board of the SSMRCA.

Thank you for your time and congratulations on your new position!

Sincerely,
Jordache Boudreau



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-11-19-Z_412 Second Line West (Lento)\Maps\Inclusive of 236 Prentice\A-11-19-Z_AerialMap_June2019_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Legal Department Reference



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

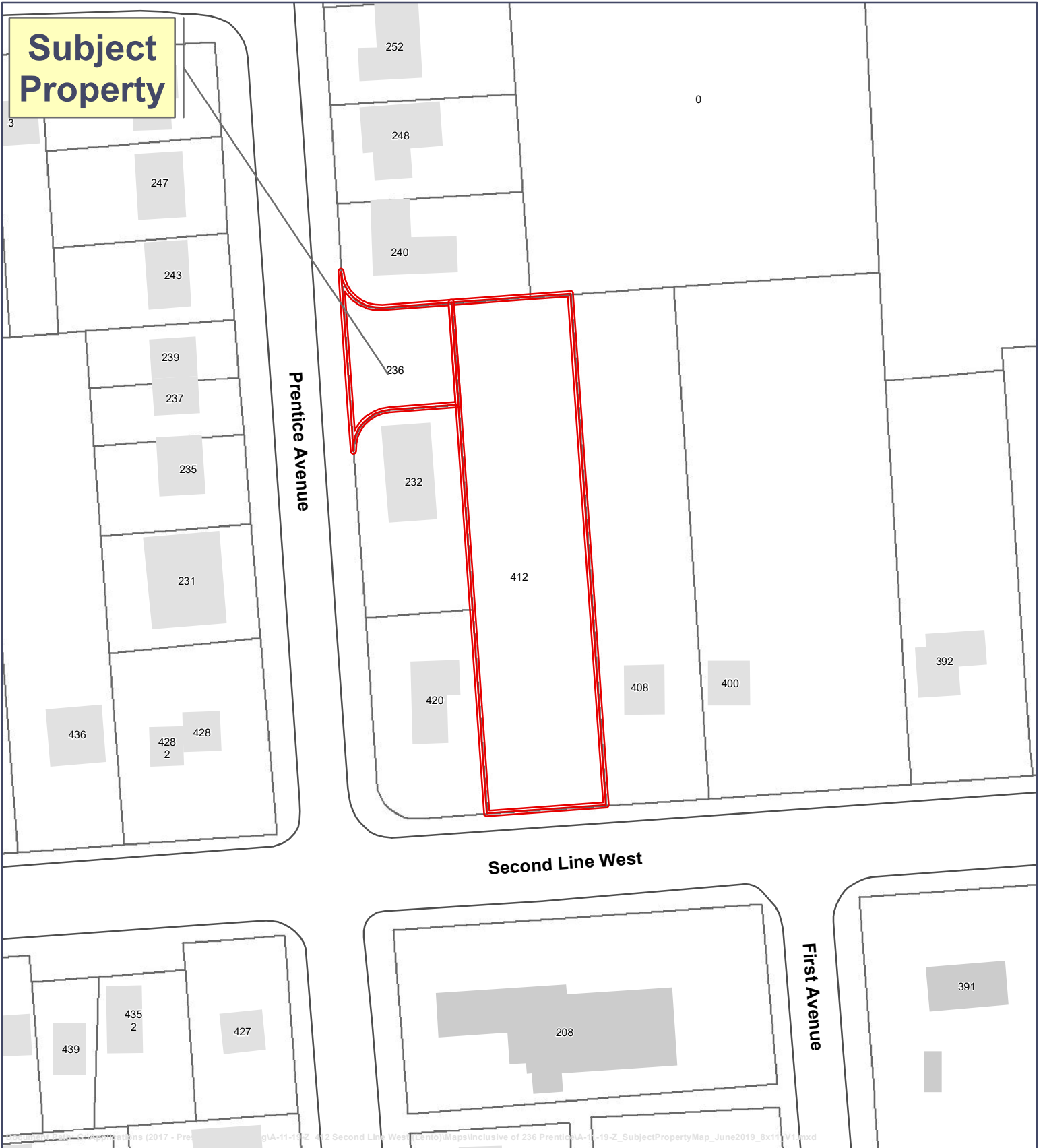
Property Information
 Civic Address: 412 Second Line West
 236 Prentice Avenue
 Roll No.: 06001109000000
 060011091010000
 Map No.: 80
 Application No.: A-11-19-Z
 Date Created: June 11, 2019

Legend
 Subject Properties
 Parcel Fabric
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This map is for general reference only
 Orthophoto: 2016 20cm Colour
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

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Subject Property



Application Map Series
 Subject Property Official Plan Landuse
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 Official Plan Amendment

Property Information
 Civic Address: 412 Second Line West
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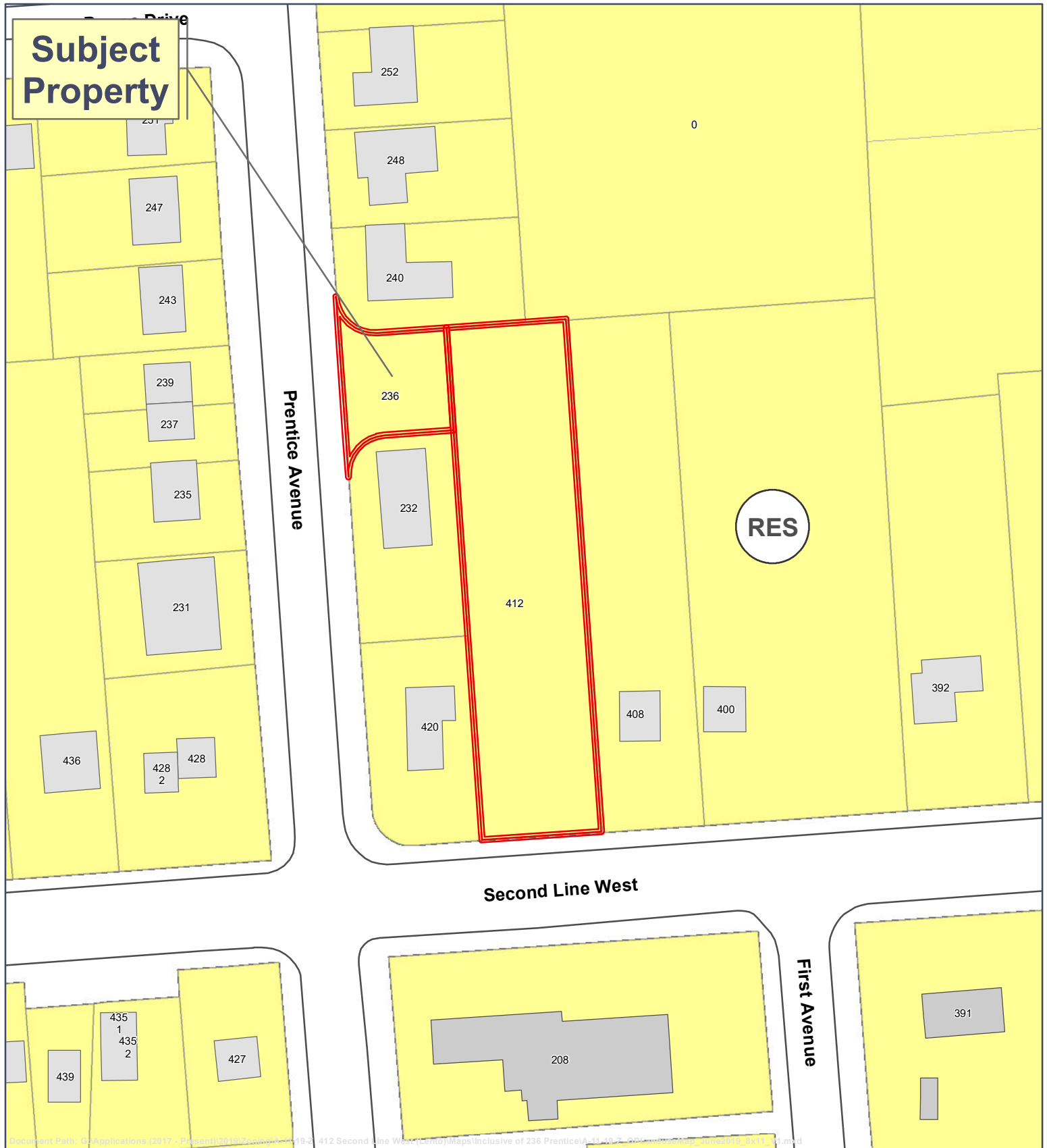
Subject Properties
 Parcel Fabric

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City of 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

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Subject Property

Prentice Avenue

Second Line West

First Avenue

RES

Prentice Park - Application 2017 - 2019 (2019) - 412 Second Line West (Conto) Maps Inclusive of 236 Prentice & 412, 408, 400, 392, 391, 390, 389, 388, 387, 386, 385, 384, 383, 382, 381, 380, 379, 378, 377, 376, 375, 374, 373, 372, 371, 370, 369, 368, 367, 366, 365, 364, 363, 362, 361, 360, 359, 358, 357, 356, 355, 354, 353, 352, 351, 350, 349, 348, 347, 346, 345, 344, 343, 342, 341, 340, 339, 338, 337, 336, 335, 334, 333, 332, 331, 330, 329, 328, 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 310, 309, 308, 307, 306, 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, 0

Application Map Series
 Subject Property Official Plan Land Use
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information
 Civic Address: 412 Second Line West
 236 Prentice Avenue
 Roll No.: 06001109000000
 060011091010000
 Map No.: 80
 Application No.: A-11-19-Z
 Date Created: June 11, 2019

Legend

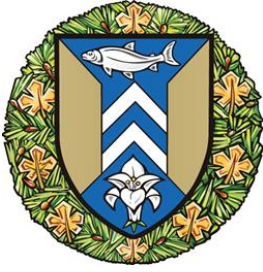
- Subject Properties
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcel Boundary

City of 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



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

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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-3-20-Z 36 Wright Street (BDI Holdings Limited)

PURPOSE

BDI Holdings Limited (c/o Shawn Spurr) has submitted a rezoning application to permit the construction of a single-storey townhouse building consisting of 4 units.

PROPOSED CHANGE

Rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

1. Permit a multiple attached building.
2. Permit parking spaces in the required front yard.
3. Reduce the required front yard setback from 7.5 metres to 5.8 metres.
4. Reduce the required rear yard setback from 10 metres to 6.7 metres.

Subject Property

- Location – Approximately 100 metres east from the intersection of Wright Street and Goulais Avenue.
- Approximate Size – 1,674m² (0.41 ac.), 32m (105') of frontage along Wright Street with a depth of 25m (82').
- Present Use – Vacant.
- Owner – BDI Holdings Limited.

BACKGROUND

This application was originally scheduled to be heard by City Council on March 23, but was postponed to August 10 due to COVID-19 safety protocols. As per legislation, public notice was provided ahead of this date.

In 1993, City Council approved an application to rezone the subject property to facilitate the construction of a two-unit residential dwelling on the property (formerly known as 34 and 36 Wright Street). However, the development never materialized.

ANALYSIS

The subject property is located at the end of Wright Street. Located to the north, west and south of the property are single-detached homes. To its east is the Central Creek flood control channel.

The proposed townhouse will be one-storey, consisting of 4 two-bedroom units. The building footprint of the townhouse is approximately 418m². Elevation plans illustrate a 6 metre tall building with gabled roofing. Exterior building materials will consist of vinyl siding and brick.

Conformity with the Official Plan:

The Official Plan (OP) is a Municipal policy document that manages and directs the physical change and development of the community. Council's decision must be consistent with the OP.

The Official Plan designates this site as Residential. The following land use policies support this application:

Housing

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

Residential

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

R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Archaeological Resources

The property is identified as having archaeological potential; however, aerial imagery demonstrates that extensive soil disturbance has occurred in the past and therefore, an archaeological assessment is not required.

This proposal is consistent with the Official Plan.

Conformity with the Provincial Policy Statement 2020:

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS.

The proposed amendment has been reviewed against these policies and is consistent as follows:

1.1.1 Healthy, liveable and safe communities are sustained by:

a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;

b) accommodating an appropriate range and mix of residential...;

e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.

This proposal is consistent with the Provincial Policy Statement.

Conformity with the Growth Plan for Northern Ontario 2011:

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and is consistent as follows:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities ... a range and mix of ... housing types...

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for a) developing ... an appropriate range of housing types ... and providing easy access to stores, services and recreational opportunities.

This proposal is consistent with the Growth Plan for Northern Ontario.

COMMENTS

The proposal represents a desirable and compatible form of intensification within the built-up and municipally serviced part of the city. Development trends and demographic projections suggest continued demand for this type of housing.

Many amenities are accessible from this area. Public transit along Second Line West is within walking distance and connects the property to major commercial nodes and schools along the street. A dedicated bike lane along Goulais Avenue will be established in the near future. Munroe Park, the Northern Community Centre and McMeeken Centre are nearby recreational areas.

The property is located at the end of a cul-de-sac. A 10-metre wide City boulevard creates a significant front yard and provides ample separation between the proposed development and the edge of the roadway. No other properties have frontage on the south side of Wright Street. The proposed development is compatible with the character of the surrounding area and no neighbourhood impacts are anticipated with the approval of this application.

Planning staff recommends designating the property as an area of Site Plan Control. This will provide staff a further opportunity to review the general layout of the property to better ensure compatibility with the surrounding area, including building design, site access, waste storage, parking and landscaping.

CONSULTATION

Public Comments and Neighbourhood Meeting

Seven people attended the neighbourhood meeting in February 2020 and one letter of opposition was delivered to Planning staff. All issues and staff's responses are summarized below:

- **Waste management:**
Wood fencing will visually shield each unit's refuse container. Municipal waste collection would service this development.
- **Property values:**
There is no evidence to suggest that this proposal will lead to a decline in neighbouring property values. Further, property values are not considered when assessing a rezoning application.
- **Density, traffic and road condition:**
With the recent addition of second unit policies, the current zoning permits up to two dwellings on the subject property. This application proposes to permit up to four dwellings. An additional two units is not significant enough to lead to overcrowding or traffic impacts. Road capacity or condition was not identified as an issue by City staff.

- Tenure:
Rental units are proposed. Zoning that is based on land tenure (i.e. owned vs rented) is not legitimate land use planning and may be considered discriminatory and in contravention to Federal and Provincial rights and codes.
- Maintaining the existing Single Detached Residential Zone:
Provincial and Municipal policies and plans have established a land-use planning framework that encourage intensification and infill development. While compatibility with the existing neighbourhood is a major planning consideration, it does not mean that development must be the same as or identical with the neighbourhood. This proposal can exist within the neighbourhood without imposing land use impacts and for this reason, it is deemed as compatible development.

Application Circulation

- No comments or objections: the Accessibility Advisory Committee, Community Development and Enterprise Services, Building Division, Fire Services, Legal Department, the Municipal Heritage Committee, PUC Services, Sault Ste. Marie Economic Development Corporation, Ministry of Municipal Affairs and Housing, Bell Canada.
- See attached comments from the Sault Ste. Marie Region Conversation Authority (CA), Engineering Services, and Public Works:

Sault Ste. Marie Region Conservation Authority (CA):

Given its proximity to a flood control channel, a portion of the property is subject to the Development Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations (Ontario Regulation 176/06), as per the Conservation Authorities Act. Any development on site will require a site plan review and may require a permit from the CA.

Engineering Services recommends that the property be subject to Site Plan Control to ensure servicing and drainage concerns are addressed, and also notes the following:

- There are no existing services to this property. Should the owner wish to sever this property, individual laterals may be required to separate the flow from individual residences.
- As this is a 4-unit development, storm-water management may be required.
- This development is located adjacent to a flood channel. During the development of other houses on Wright Street, a minimum elevation for fill and opening requirements were set. A grading plan should be prepared for review by the City and Conservation Authority.

- A lot grading and drainage plan must be completed by a Lot Grading Professional.

Public Works had no objections, but mentioned that snow is currently stored in front of the subject property. Upon development, snow will need to be stored in the middle of the cul-de-sac.

FINANCIAL IMPLICATIONS

Approval of this application will not impact 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

BDI Holdings Limited (c/o Shawn Spurr) has submitted a rezoning application to permit a single-storey 4-unit multiple-attached dwelling (townhouse). The proposal is compatible with the neighbourhood. The requested variances are appropriate.

This proposal represents infill development and is consistent with Provincial and Municipal policies and plans. Planning staff recommends approval of this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2020 08 10 concerning rezoning application A-3-20-Z be received and that City Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

1. Permit a multiple attached building.
2. Permit parking spaces in the required front yard.
3. Reduce the required front yard setback from 7.5 metres to 5.8 metres.
4. Reduce the required rear yard setback from 10 metres to 6.7 metres.

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

Respectfully submitted,

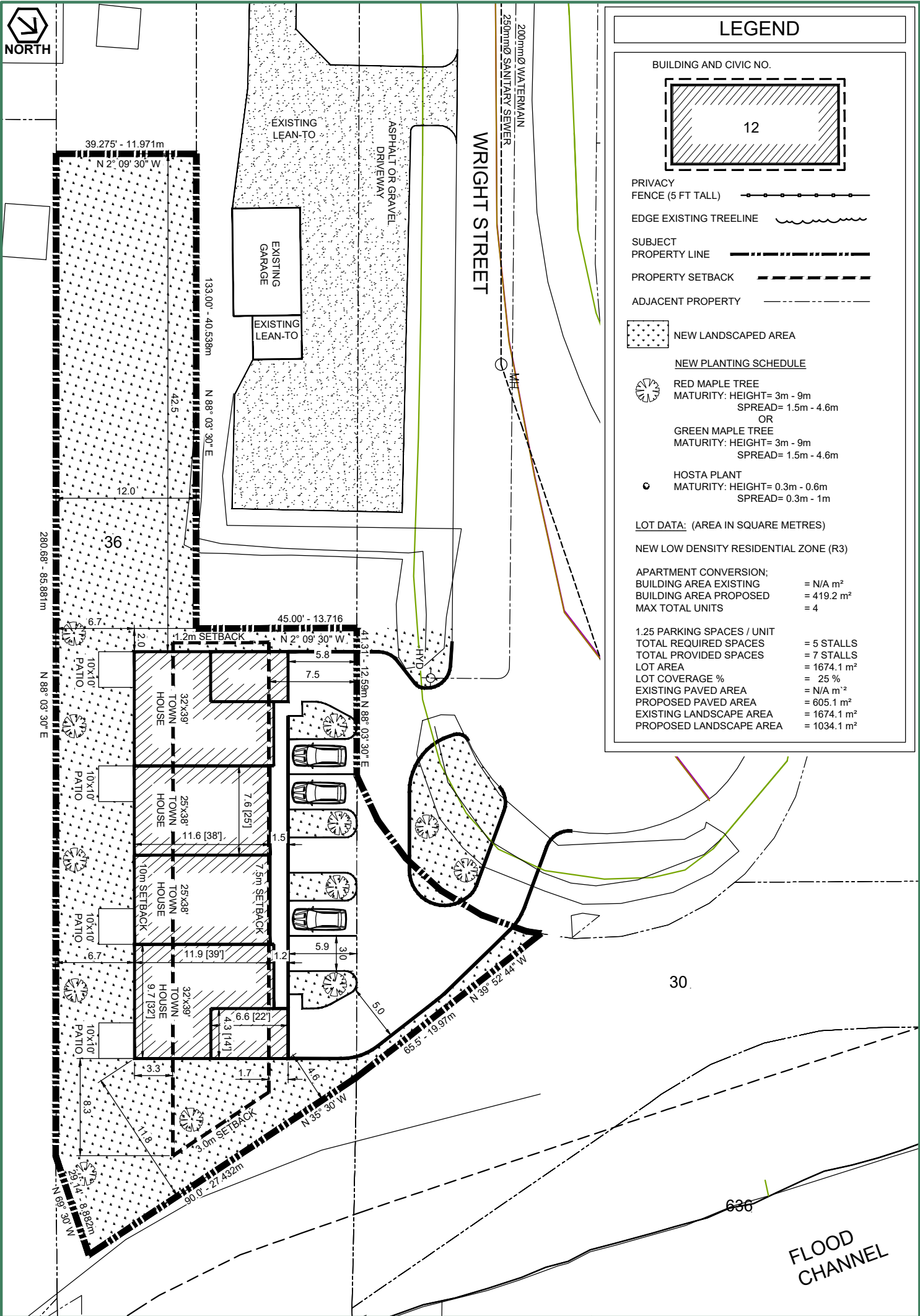


Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca



LEGEND

BUILDING AND CIVIC NO.

12

PRIVACY FENCE (5 FT TALL)

EDGE EXISTING TREELINE

SUBJECT PROPERTY LINE

PROPERTY SETBACK

ADJACENT PROPERTY

NEW LANDSCAPED AREA

NEW PLANTING SCHEDULE

RED MAPLE TREE
MATURITY: HEIGHT= 3m - 9m
SPREAD= 1.5m - 4.6m
OR
GREEN MAPLE TREE
MATURITY: HEIGHT= 3m - 9m
SPREAD= 1.5m - 4.6m

HOSTA PLANT
MATURITY: HEIGHT= 0.3m - 0.6m
SPREAD= 0.3m - 1m

LOT DATA: (AREA IN SQUARE METRES)

NEW LOW DENSITY RESIDENTIAL ZONE (R3)

APARTMENT CONVERSION;
BUILDING AREA EXISTING = N/A m²
BUILDING AREA PROPOSED = 419.2 m²
MAX TOTAL UNITS = 4

1.25 PARKING SPACES / UNIT = 5 STALLS
TOTAL REQUIRED SPACES = 7 STALLS
TOTAL PROVIDED SPACES = 7 STALLS
LOT AREA = 1674.1 m²
LOT COVERAGE % = 25 %
EXISTING PAVED AREA = N/A m²
PROPOSED PAVED AREA = 605.1 m²
EXISTING LANDSCAPE AREA = 1674.1 m²
PROPOSED LANDSCAPE AREA = 1034.1 m²

PROJECT: **WRIGHT STREET PROPOSED DEVELOPMENT**

DWG. NO. **SP-1**

PROJECT NO. **NO-19138**

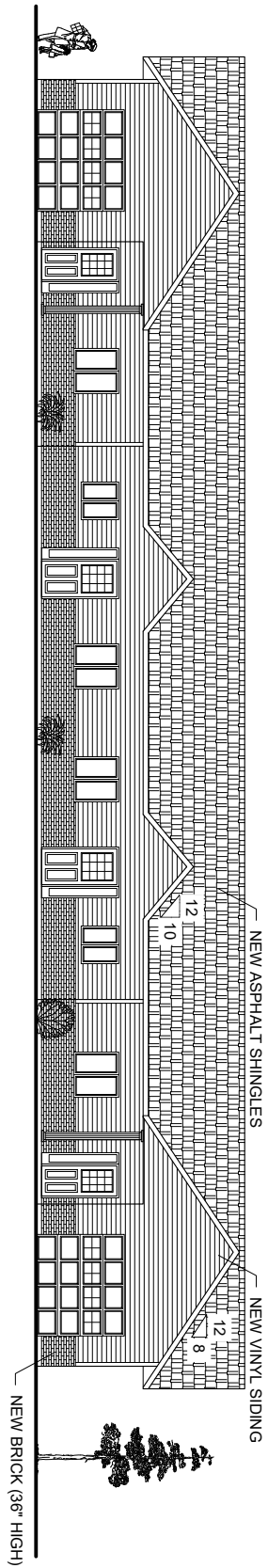
DRAWING: **PRELIMINARY SITE PLAN**

ADD: **36 WRIGHT ST. SAULT STE. MARIE, ON.**

DWN: M.Nebesniuk	SCL: 1:400
CHK: P.G.Declerck	DATE: JAN. 23, 2020
SIZE: 8.5x14	BCIN: FIRM# 102327

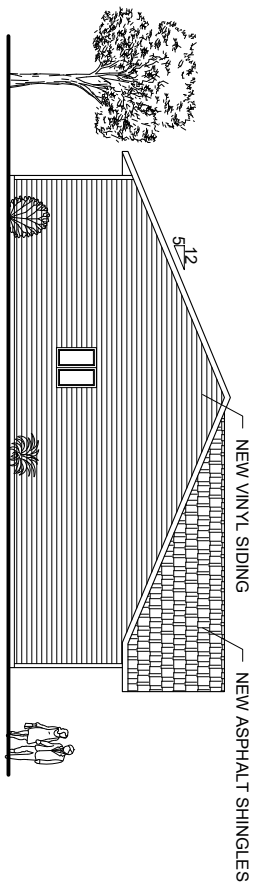
NORQUAY ENGINEERING

NO.	ISSUANCE	DATE:	BY:
A	ISSUED FOR REVIEW	JAN. 08/2020	MN
1	ISSUED FOR RE-ZONING	FEB. 19/2020	MN



PROPOSED FRONT ELEVATION

SCALE: 1/16" = 1'-0"



PROPOSED LEFT ELEVATION

SCALE: 1/16" = 1'-0"

PROJECT: **NEW 4-PLEX
BDI HOLDINGS**

DRAWING: **ELEVATIONS**

ADD: 36 WRIGHT STREET,
SAULT STE.MARIE, ON

DWN:	J.M.F.	SCL:	1/16" - 1'-0"
CHK:	P.G.D.	DATE:	2020-02-18
SIZE:	8.5"x14"	BCIN:	FIRM# 102327

PROJECT No. **NO-19138**

DRW No.

A-1

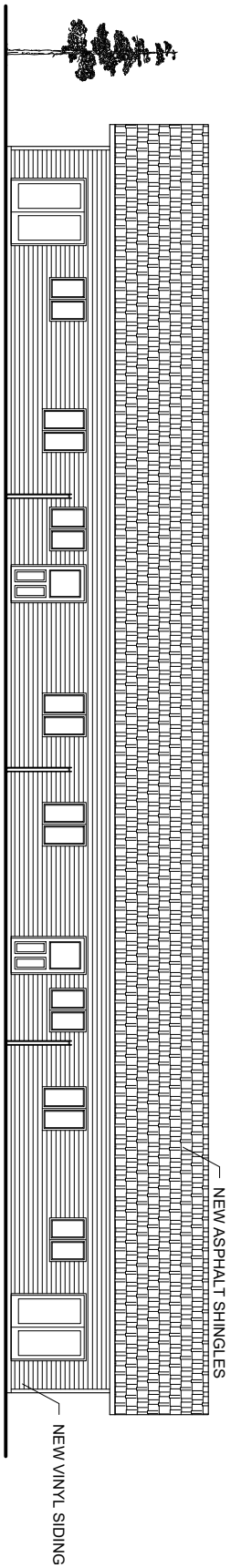
1 OF 2

norquayeng.ca



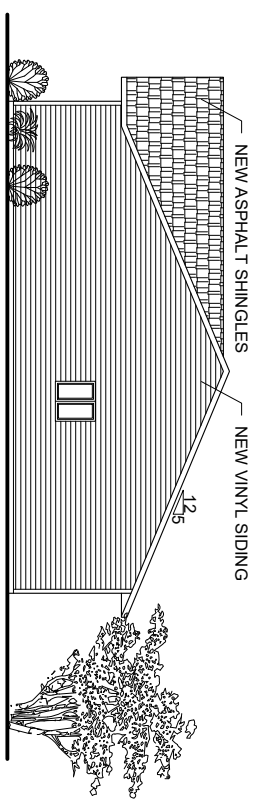
**NORQUAY
ENGINEERING**

No.	ISSUANCE	DATE	BY
1	FOR REZONING	2020-02-21	PGD



PROPOSED REAR ELEVATION

SCALE: 1/16" = 1'-0"




PROPOSED RIGHT ELEVATION

SCALE: 1/16" = 1'-0"

PROJECT: **NEW 4-PLEX BDI HOLDINGS**

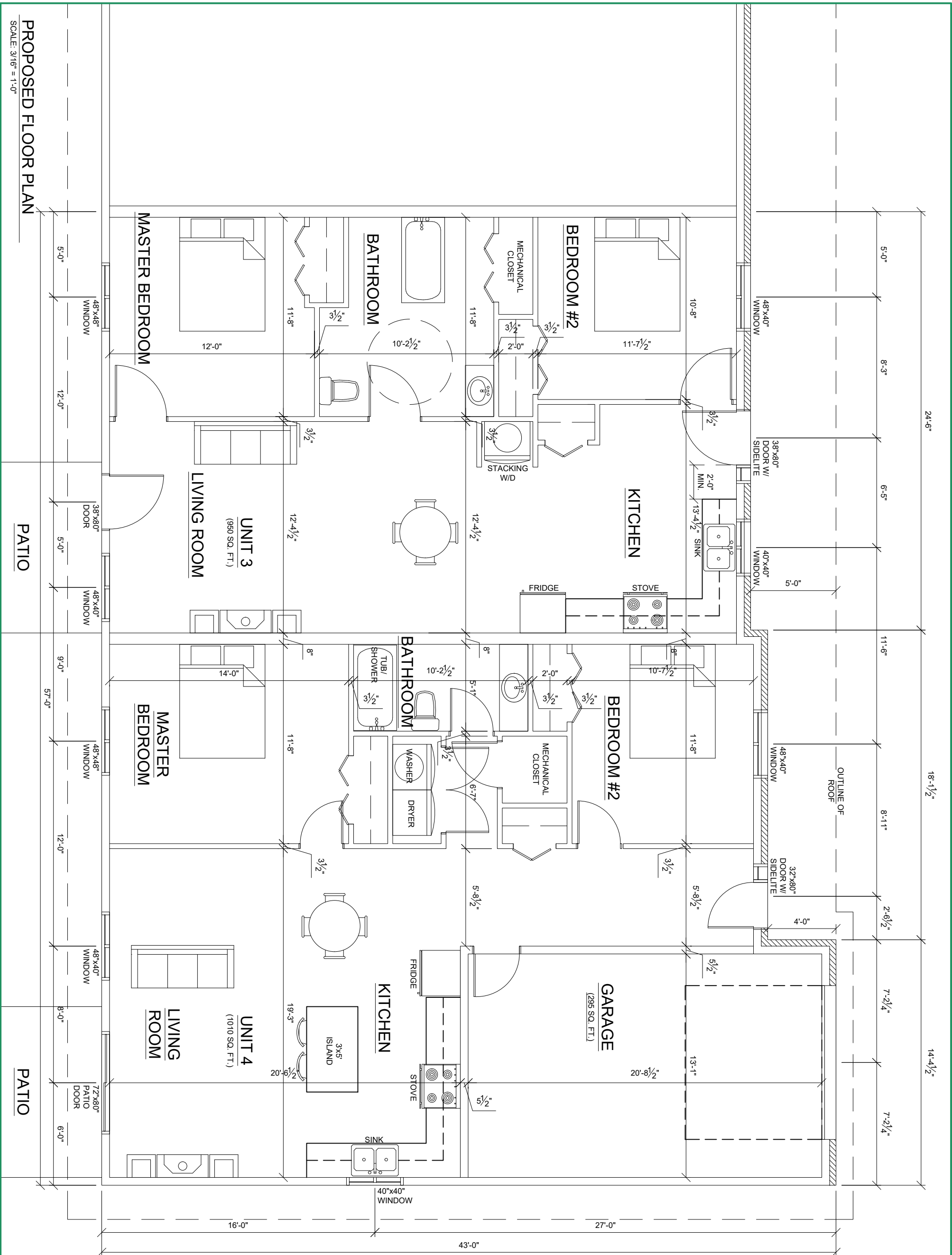
DRW No. A-2 2 OF 2	DRAWING: ELEVATIONS		
	ADD:	36 WRIGHT STREET, SAULT STE.MARIE, ON	
	DWN:	J.M.F.	SCL: 1/16" - 1'-0"
	CHK:	P.G.D.	DATE: 2020-02-18
	SIZE:	8.5"x14"	BCIN: FIRM# 102327



NORQUAY ENGINEERING

norquayeng.ca

No.	ISSUANCE	DATE	BY
1	FOR REZONING	2020-02-21	PGD



PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

PATIO

PATIO

DRAW No. A-1 1 OF 3	PROJECT: NEW 4-PLEX BDI HOLDINGS			
	DRAWING: MAIN FLOOR PLAN			
	ADDRESS: 36 WRIGHT STREET, SAULT STE. MARIE, ON			
	DRN BY: J.M. FRENCH	SCALE: 3/16" = 1'-0"	JOB No.: NQ-19138	
	CKD BY: J.T. WILLIAMS	DATE: JANUARY 31, 2020		
No.	ISSUANCE	DATE	INITIALS	
A	FOR CLIENT REVIEW	2020-	JTW	

PRELIMINARY
NOT FOR CONSTRUCTION
FOR OWNERS REVIEW

NORQUAY ENGINEERING

500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781

February 26, 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-3-20-Z
BDI Holdings Ltd. c/o Shawn Spurr
36 Wright Street
Sault Ste. Marie

The subject property 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 a permit by SSMRCA under Ont. Reg. 176/06.

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

Sincerely,

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



2020 03 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-3-20-Z
36 Wright Street
BDI Holdings LTD. c/o Shawn Spurr.

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

- There are no existing services to this property. . If in the future the Owner wants to sever the properties, individual laterals may be required to separate the flow from the individual residences and easements may be required if a lateral for one property crosses and adjacent property.
- As this is a development with 4 units, stormwater management may be required.
- This development is located adjacent to a flood channel. During the development of the other houses on Wright Street, a minimum elevation for fill and opening requirements were set. A grading plan should be prepared for review by the City and the Conservation Authority.
- 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.

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

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

Larry Girardi
Deputy CAO

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



**Public Works &
Engineering Services**

March 10, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

**Subject: Application No. A-3-20-Z
Request for an amendment to the Zoning By-law**

Applicant: BDI Holdings Ltd., c/o Shawn Spurr

Subject Property: 38 Wright Street

Please accept this correspondence in response to your request dated February 25, 2020.

Staff from Public Works has reviewed the application noted above and have no objections, however, we note due to configuration of driveways and lots, snow plowing shall be a challenge requiring storage within the bulb.

If you have any further questions, please contact me at 759-5207.

Yours very truly,

A handwritten signature in black ink, appearing to read "Susan Beach".

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO

\\citydata\PWT\Administration\DivHead\Planning Reports & Correspondence\Rezoning & OP Amend\Wright Street - 36 March 2020.pdf.docx

128 Sackville Road, Sault Ste. Marie, ON P6B 4T6
saultstemarie.ca | 705.759-5207 | info@cityssm.on.ca

Jonathan Kircal

From:
Sent: Wednesday, March 11, 2020 5:38 PM
To: Jonathan Kircal
Cc:
Subject: Rezoning of 36 Wright Street

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

To : Mr. Jonathan Kircal

I am writing this email to let you know that my husband and I are against the construction of this single storey 4-unit dwelling that is being considered on our street. We strongly disapprove of rezoning this property.

- (a) our property on 10 Wright will depreciate in value as well as the 4 remaining single dwelling homes.
- (b) overcrowding of our cul de sac.
- (c) deterioration of our Street that is already in need of repair.
- (d) rental units will generate a turnover of renters, and not sure of future plans of units. (Example the sale of property)
- (e) when we purchased the property the zoning was single dwelling, and it should remain this way, we believe that we as well as our neighbors were blindsided and this is causing anxiety and discomfort realizing that this quiet street will be overcrowded and eventually become delapetated.

Sincerely,

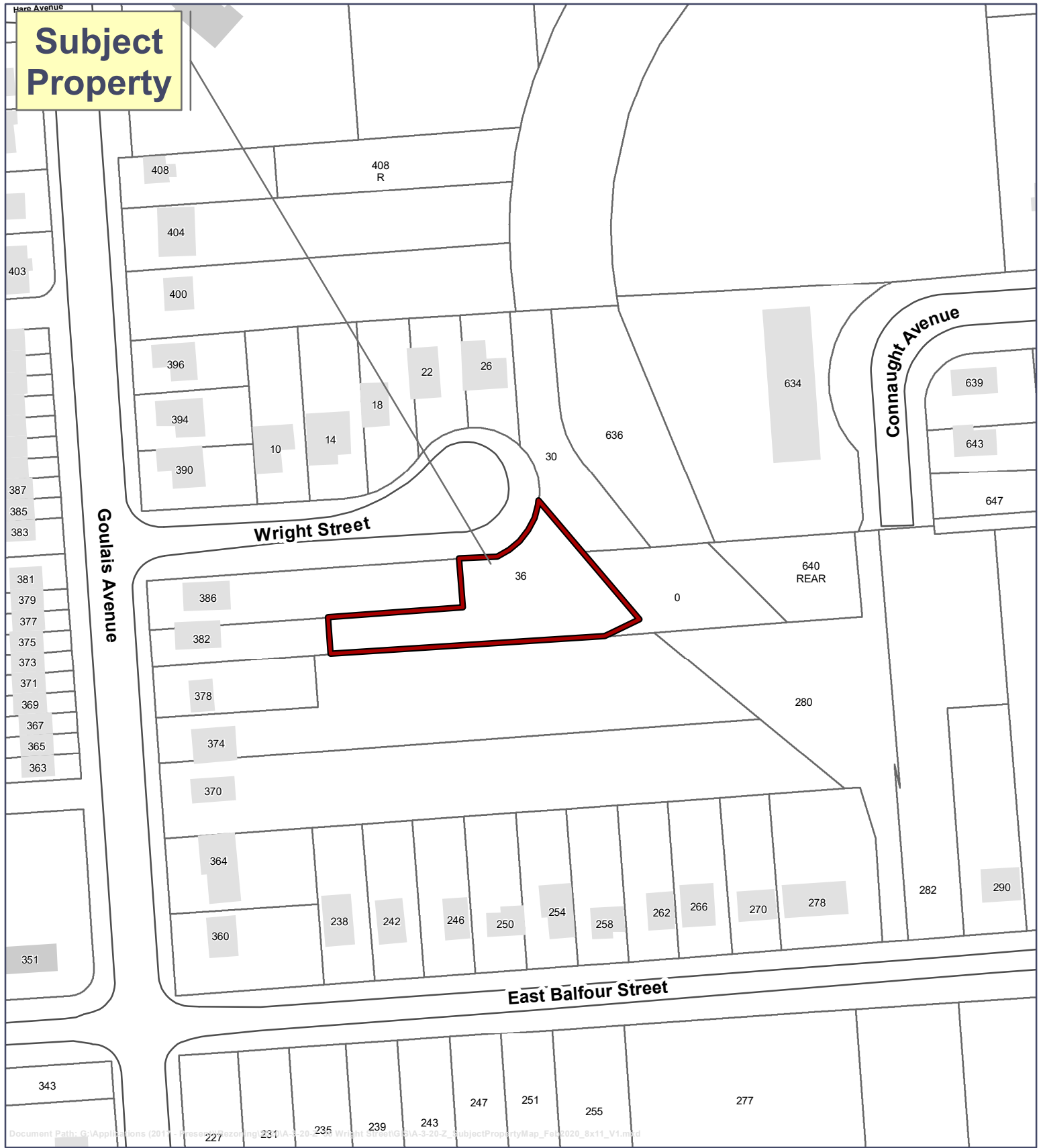
Jo-Anne & Philip Thibeault
10 Wright Street, Sault Ste. Marie, Ontario
Application No.: A-3-20-Z
BDL Holdings LTD



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-3-20-Z\36 Wright Street\GIS\A-3-20-Z_AerialMap_Feb2020_8x11_V1.mxd

<p>Application Map Series</p> <p><input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p>	<p>Legal Department Reference</p>	 <p>SAULT STE. MARIE</p> <p>Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</p> <p>saultstемarie.ca 705-759-5368 planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: 2016 20cm Colour</p> <p>Projection Details:</p> <p>NAD 1983 UTM Zone 16N</p> <p>GCS North American 1983</p>  
<p>Property Information</p> <p>Civic Address: 36 Wright Street</p> <p>Roll No.: 060007093010000</p> <p>Map No.: 54</p> <p>Application No.: A-3-20-Z</p> <p>Date Created: February 20, 2020</p>	<p>Legend</p> <p> Subject Property - 36 Wright Street</p> <p> Parcel Fabric</p> <p>Page 249 of 616</p>	

Subject Property



Document Path: G:\Applications (2017) - Present\Zoning\231\A-3-20-Z\Wright Street\GIS\A-3-20-Z_SubjectPropertyMap_Feb2020_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Legal Department Reference





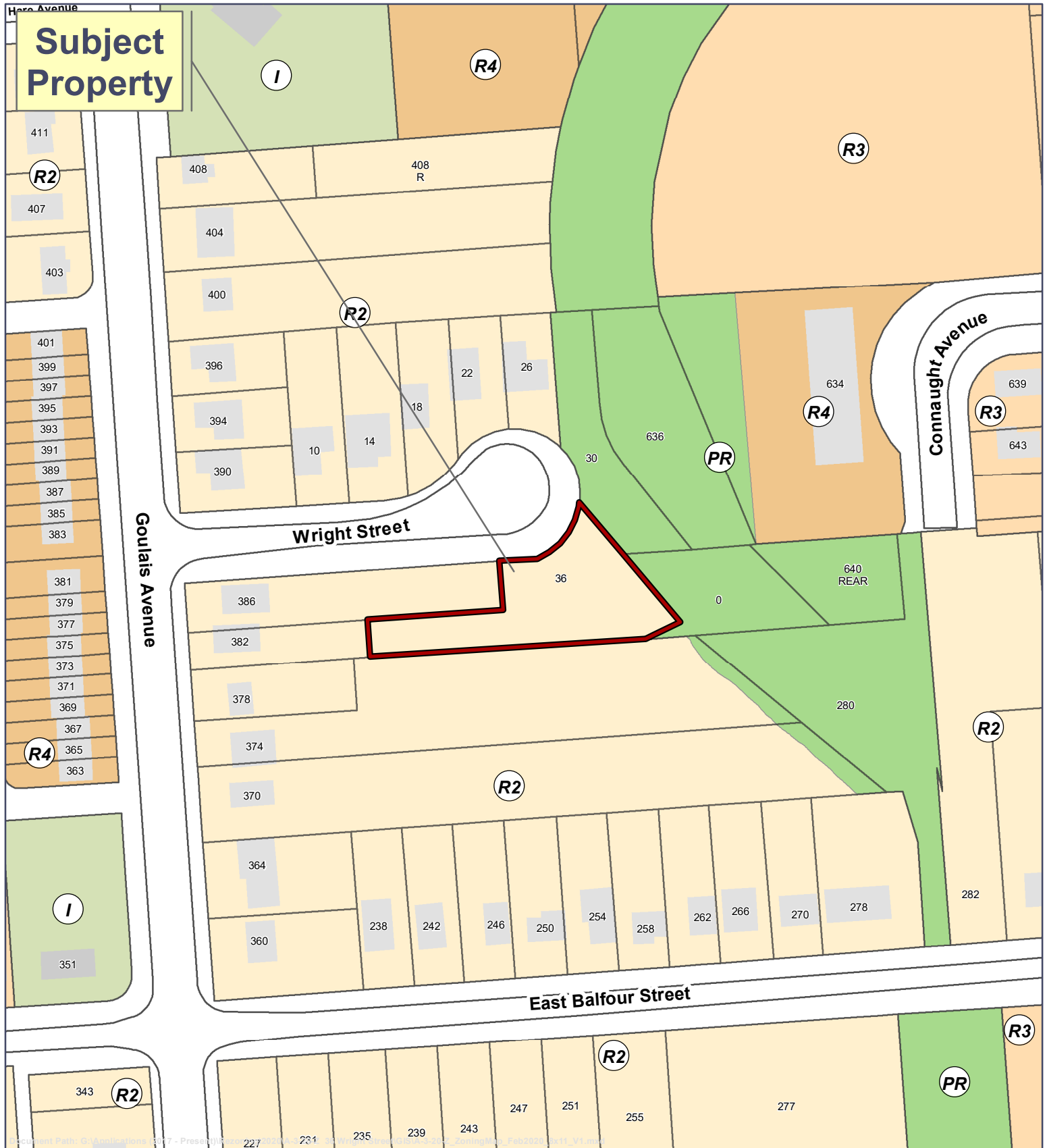
SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca

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 Date Created: February 20, 2020

Legend
 Subject Property - 36 Wright Street
 Parcel Fabric
 Page 250 of 616

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



Subject Property

Document Path: G:\Applications\2017 - Present\Information\2020\A-3-20-2\Wright Street\GIS\A-3-20-2_ZoningMap_Feb2020_Lot11_V1.mxd

- Application Map Series**
- Subject Property
 - Official Plan Landuse
 - Existing Zoning
 - Aerial Image
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Property Information

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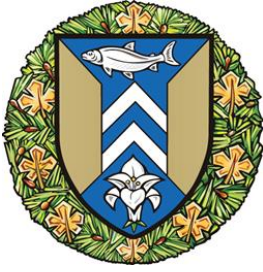
Legend

	C1 - Traditional Commercial Zone		R3 - Low Density Residential Zone
	C2 - Central Commercial Zone		R4 - Medium Density Residential Zone
	CT2 - Commercial Transitional Zone		R5 - High Density Residential Zone
	C3 - Riverfront Zone; C3hp		R6 - Mobile Home Residential Zone
	C4 - General Commercial Zone; C4hp		I - Institutional Zone
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	M3 - Heavy Industrial Zone		REX - Rural Aggregate Extraction Zone
	R1 - Estate Residential Zone		AIR - Airport Zone
	R2 - Single Detached Residential Zone; R2hp		Named Use - Commercial Dock
	Parcel Fabric		25 Donna Drive

SAULT STE. MARIE
 Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultsternarie.ca | 705-759-5368 | planning@cityssm.on.ca

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 Projection Details:
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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

August 10, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-4-20-Z 35 Fairview Avenue (Willson)

PURPOSE

The applicant wishes to rezone the subject property to permit a triplex.

PROPOSED CHANGE

The applicant, Bruce Willson, on behalf of his client, Cosmo Gervasi, is seeking to rezone the subject property from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with the following special exceptions:

1. Permit a triplex.
2. Reduce the parking requirement from 4 to 3 spaces and to permit them to be located in the required front yard setback.
3. Reduce the west side yard setback from 1.2 to 0.9 metres.
4. Permit a stairway structure to project to within 0 metres of the west lot line.

Subject Property

- Location – Approximately 140 metres west from the intersection of Fairview Avenue and Peoples Road.
- Approximate Size – 771 m² (0.19 ac.), 15.24 m (50') of frontage along Fairview Avenue with a depth of 15.42 m (166').
- Present Use – Triplex.
- Owner – Cosmo Gervasi.

BACKGROUND

No previous applications have been made for this property.

ANALYSIS

The subject property is currently a legal non-conforming duplex, but underwent multiple alterations to convert it into a triplex without obtaining the appropriate approvals. The structure has existed as a triplex for an unknown number of years. The basement, ground floor and attic each contain a unit.

With the exception of front yard parking and the exterior stairs that provide access to the upper unit, this application proposes no major exterior changes to the property. The residential structure is generally consistent with the physical character of the neighbourhood.

Conformity with the Official Plan:

This application has been reviewed against a number of plans and policies for consistency. The Official Plan (OP) is a Municipal policy document that manages and directs the physical change and development of the community. Council's decision must be consistent with the OP.

The Official Plan designates this site as Residential. The following land use policies support this application:

Housing

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

HO.2: Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged...

Residential

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

R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Archaeological Resources

Past soil disturbance on the property has reduced this site's archaeological potential. An archaeological assessment is not required.

This proposal is consistent with the Official Plan.

Conformity with the Provincial Policy Statement 2020:

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS.

The proposed amendment has been reviewed against these policies and is consistent as follows:

Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, liveable and safe communities are sustained by:

a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;

b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons)...;

e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;

Housing

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;

e) requiring transit-supportive development and prioritizing intensification, including proximity to transit...

This proposal is consistent with the Provincial Policy Statement.

Conformity with the Growth Plan for Northern Ontario 2011 (GPNO):

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and is consistent as follows:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities a range and mix of housing types...

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for a) developing ... an appropriate range of housing types ... and providing easy access to stores, services and recreational opportunities.

This proposal is consistent with the Growth Plan for Northern Ontario.

COMMENTS

The proposal represents a compatible form of intensification within the built-up and municipally serviced part of the city. It also responds to the current and foreseeable demographic trend of smaller household sizes. The type of housing stock proposed is also associated with affordable housing.

The site benefits from many surrounding amenities including public transit along Peoples Road and recreational areas such as Hillside Park, Elliot Sports Complex, St. Patrick Park, Greenfield Park and Fort Creek Conservation Area.

To improve compatibility with neighbouring properties, it is recommended to restrict the parking area coverage by limiting the total parking stall width to 8.5 metres. This will result in a landscaped front yard width of approximately 6.7 metres.

The Planning Division recommends designating the property as an area of Site Plan Control to provide staff a further opportunity to review landscaping and parking details.

CONSULTATION

Public Notification

Notice of this proposal was delivered to nearby property owners and advertised in the Sault Star newspaper. A neighbourhood meeting was not scheduled due to COVID-19 safety protocols.

Planning staff did not receive any comments from the public at the time of writing this report.

Application Circulation

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

Building Division:

All work completed to create the third unit will require a permit from our office. An application along with drawings completed by an approved designer will be required to be submitted for review and approval to determine compliance with the Ontario Building Code. Specifically Sentence 9.10.14.5. OBC combustible projections on the exterior of a wall that are more than 1000mm above ground level, such as balconies, platforms, canopies, eaves projections and stairs, and that could expose an adjacent building to fire spread, shall not be permitted within, (a) 1.2m of a property line or the center line of a public way, or (b) 2.4m of a combustible projection on another building on the same property.

If this rezoning is approved, all Ontario Building Code requirements must be met to formalize the existing units.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

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

Summary

The applicant wishes to rezone the subject property to permit a triplex. The proposal represents a form of intensification within the built-up and municipally serviced part of the city. To improve compatibility with the neighbourhood, Site Plan Control is recommended to address landscaping and parking details.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2020 08 10 concerned rezoning application A-4-20 Z be received and that City Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R2.S) with the following special exceptions:

1. Permit a triplex.

A-4-20-Z 35 Fairview Avenue (Willson)

2020 08 10

Page 6.

2. Reduce the parking requirement from 4 to 3 spaces with a combined stall width not exceeding 8.5 metres.
3. Permit parking spaces in the required front yard setback.
4. Reduce the west side yard setback from 1.2 to 0.9 metres.
5. Permit a stairway structure to project to within 0 metres of the west lot line subsequent to Ontario Building Code requirements.

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

Respectfully submitted,



Jonathan Kircal

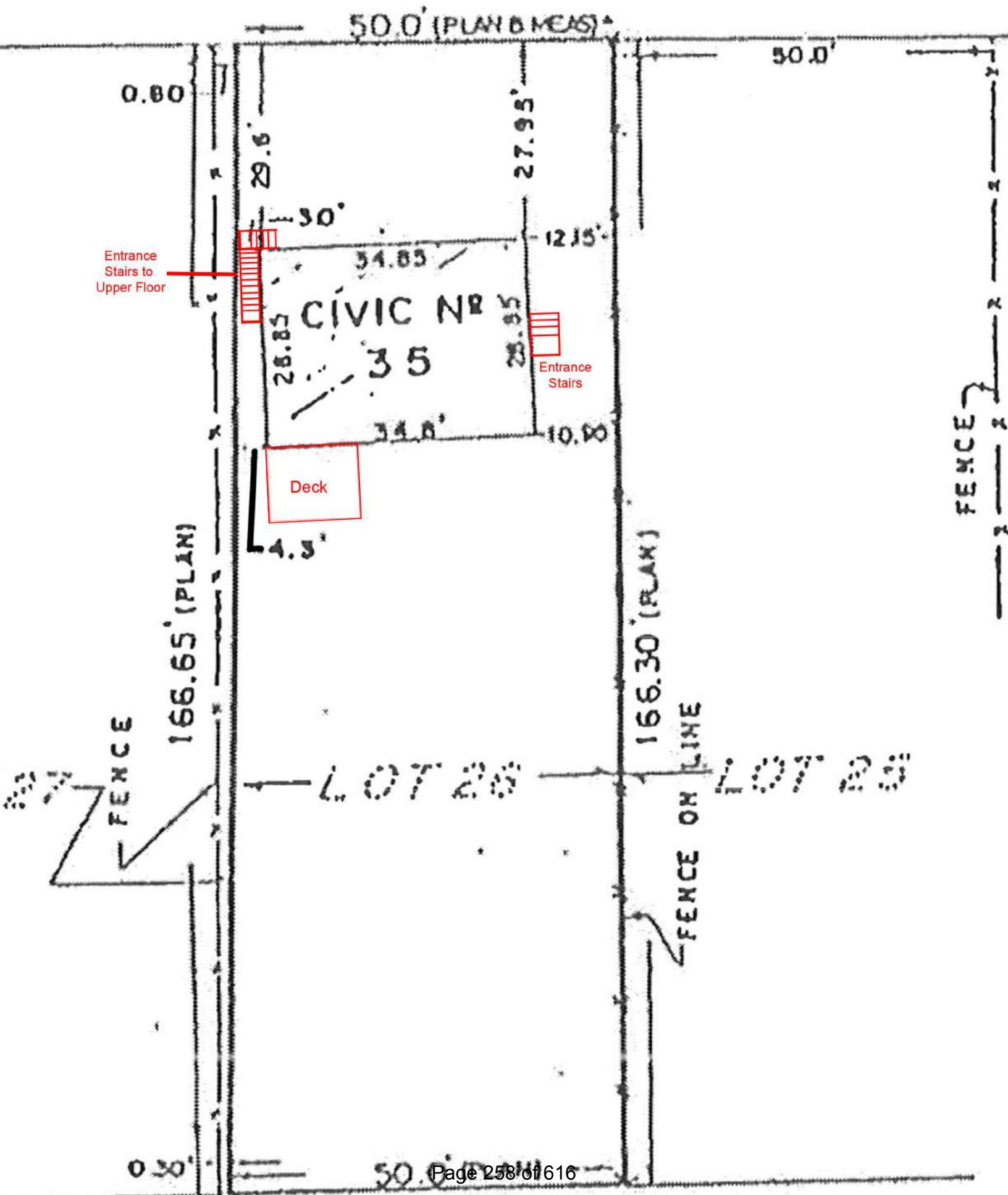
Planner

705.759.6227

j.kircal@cityssm.on.ca

FAIRVIEW

AVENUE.



Building Division

Hello Steph,

All work completed to create the third unit will require a permit from our office. An application along with drawings completed by an approved designer will be required to be submitted for review and approval to determine compliance with the Ontario Building Code. Specifically Sentence 9.10.14.5. OBC combustible projections on the exterior of a wall that are more than 1000mm above ground level, such as balconies, platforms, canopies, eaves projections and stairs, and that could expose an adjacent building to fire spread, shall not be permitted within, (a) 1.2m of a property line or the center line of a public way, or (b) 2.4m of a combustible projection on another building on the same property.

Sincerely,

Francois.

Good morning Mr. Kircal,

As a resident and home owner of the neighbourhood, I would like to formally appeal the proposed application to change 35 Fairview Ave to Zone R2.S.

This property has been operating as a tri-plex (apartments) for a number of years, which I now see to have been against the zoning for the area.

The balance of the houses on the street are single family dwellings. The tri-plex brings an increase in traffic, which often leads to parking on the already narrow street, impeding the snow plow and garbage/recycling pickup.

Over the 18 years I have lived on Fairview Ave., there has been a much higher turnover rate of residence of the tri-plex. Often there is garbage, and old furniture in the front parking spaces. This house has not been taken care of and the residence do not have pride in ownership of a home. I am of the opinion, this type of tri-plex will reduce the value of the homes in the surrounding area. Mine included.

Please forward me a copy of the report from the Planning Division, once it is available on Friday August 7, 2020.

Thank you for your time.

Tanya Kerhanovich

RE: 35 Fairview Avenue

Application No.: A-4-20-Z

Applicant Cosmo Gervasi c/o Bruce Willson

In regards to the above applicants wishes to rezone the subject property to permit a triplex I do not agree. I do not agree with all proposed changes of this application. The current tenants are loud, vulgar, disrespectful, swearing and drinking outside on a regular basis. The back yard has a pile of garbage against the far fence, and garbage is regularly thrown from the top of the stairs to the west lot (my yard).

Thank you

Amanda Gareau

39 Fairview Avenue

S.S.M., ON

P6C 3B3

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-4-20-Z 35 Fairview Avenue\A-4-20-Z_AerialMap_June2020_8x11_V1.mxd

Application Map Series
 Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information
 Civic Address: 35 Fairview Avenue
 Roll No.: 050043055000000
 Map No.: 95/1-109
 Application No.: A-4-20-Z
 Date Created: June 11, 2020

Legal Department Reference

Legend
 Subject Property - 35 Fairview Ave
 Parcel Fabric

Page 262 of 616

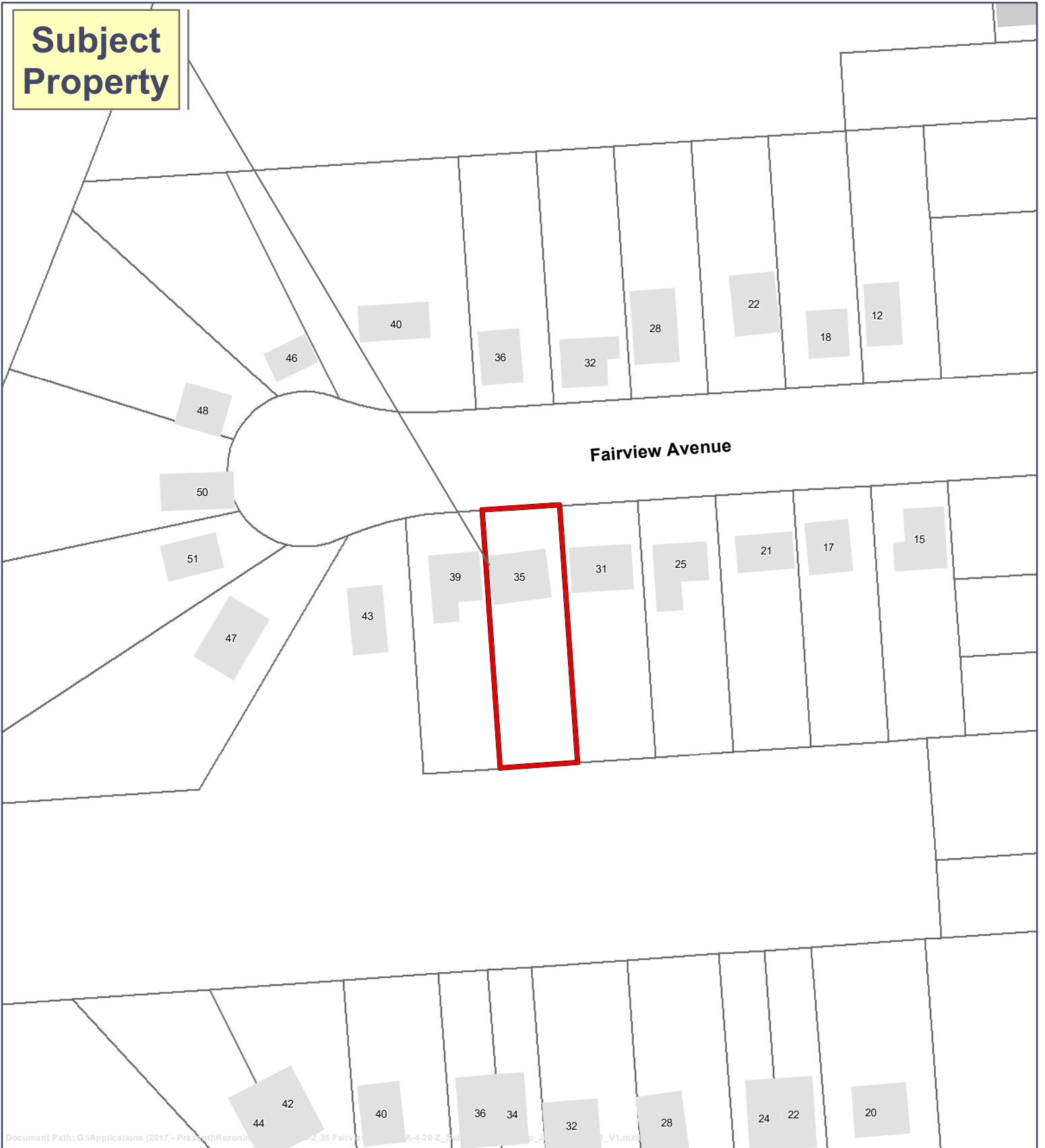
 **SAULT STE. MARIE**
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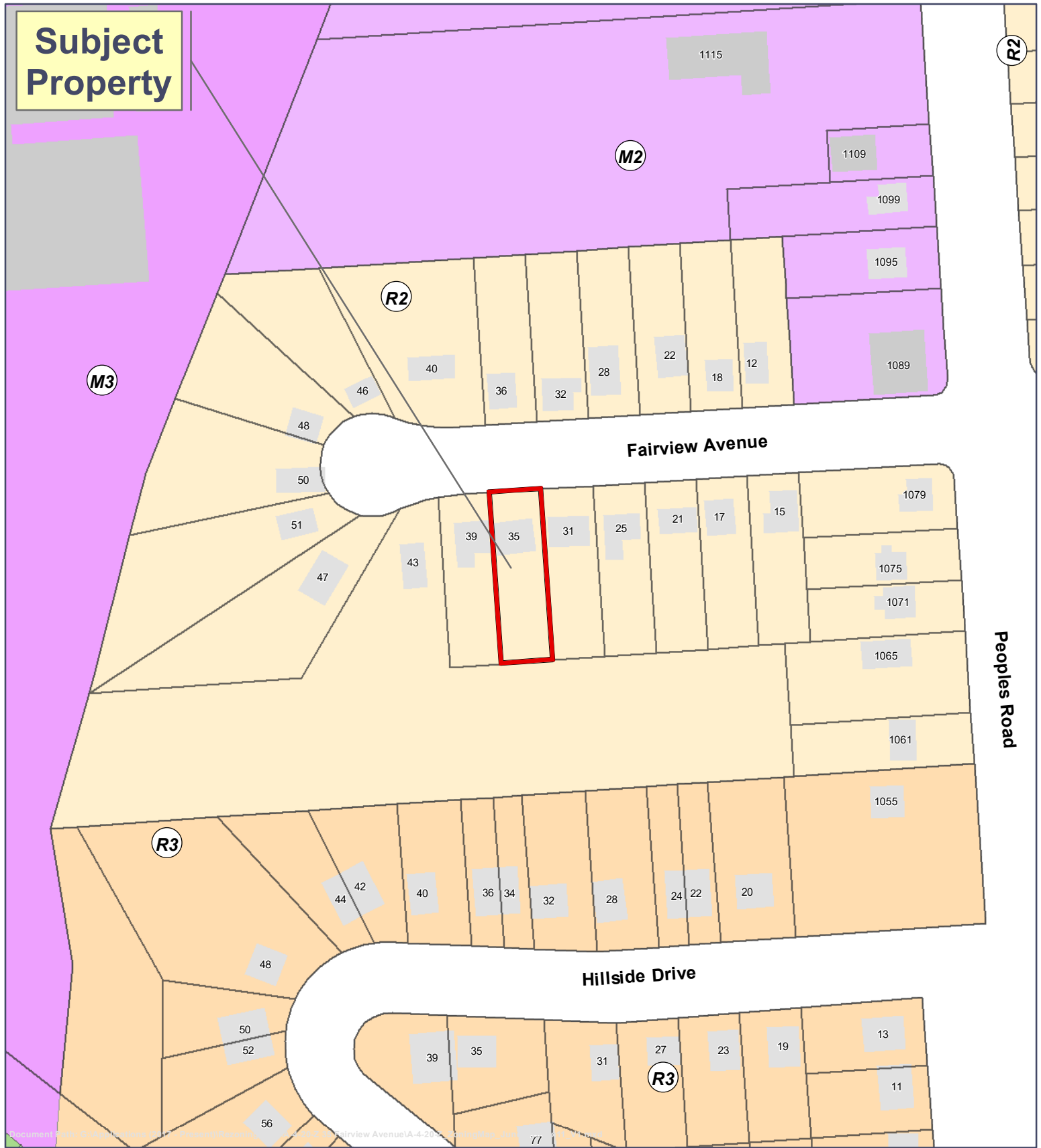



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Subject Property



- Application Map Series**
- Subject Property
 - Official Plan Landuse
 - Existing Zoning
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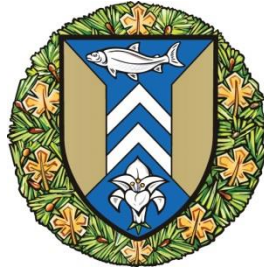
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THE CORPORATION OF THE CITY OF SAULT STE MARIE

**99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6**

BY-LAW 2020-141

PROCUREMENT POLICIES & PROCEDURES

August 10, 2020

BY-LAW 2020-141

**A BY-LAW OF THE CITY OF SAULT STE MARIE
GOVERNING PROCUREMENT POLICIES AND PROCEDURES**

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BY-LAW 2020-141

A BY-LAW OF THE CITY OF SAULT STE MARIE GOVERNING PROCUREMENT POLICIES AND PROCEDURES

WHEREAS Section 270 of the *Municipal Act, 2001* imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste. Marie subject to certain exceptions set out herein;

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

PART I – SHORT TITLE

1. This By-Law may be cited as the “Purchasing By-Law”.

PART II – PURPOSES, GOALS AND OBJECTIVES

2. The purposes, goals and objectives of this By-law and of each of the methods of procurement authorized are:
 - (a) to encourage fair and open competition among suppliers;
 - (b) to maximize savings for taxpayers;
 - (c) to ensure service and product delivery, quality, efficiency and effectiveness;
 - (d) to ensure fairness and objectivity to all bidders;
 - (e) to ensure openness, accountability and transparency while protecting the financial best interests of the City of Sault Ste. Marie;
 - (f) to have regard to the accessibility for persons with disabilities to the Goods, Services and Construction purchased by the City of Sault Ste. Marie in compliance with the ***Ontarians with Disabilities Act, 2001, S.O. 2001, c.32; and the Accessibility for Ontarians With Disabilities Act, 2005, S.O. 2005, c.11.***;
 - (g) to attempt to reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible Goods and Services;

- (h) to dispose of surplus and obsolete goods in the most cost effective and environmentally responsible manner.

PART III – DEFINITIONS AND SCHEDULES

3. (1) The words and phrases listed below when used in this By-law shall have the following meanings ascribed to them:

“**AGENT**” means the Manager of Purchasing of the City of Sault Ste. Marie or designate;

“**APPROVED INVOICE**” means an original supplier’s invoice issued at the time of purchase of low dollar Goods or Services not exceeding \$5,000.00 and which bears both the signature of an appropriately authorized City employee and appropriate account number(s);

“**AWARD**”, “**AWARDED**” and “**AWARDING**” mean authorization to proceed with the purchase of Goods, Services or Construction from a chosen supplier;

“**BID**” means an offer or submission from a supplier in response to a Bid Solicitation;

“**BID BOND**” means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a Contract with the City of Sault Ste. Marie, as required by Section 20 of this By-law;

“**BID SOLICITATION**” means a formal request for Bids that may be in the form of a Request for Tender or Request for Proposal;

“**CHIEF ADMINISTRATIVE OFFICER (CAO)**” means the Chief Administrative Officer of the City of Sault Ste. Marie;

“**CITY CLERK**” means the Municipal Clerk for the City of Sault Ste. Marie;

“**CITY SOLICITOR**” shall mean the City Solicitor of the City of Sault Ste. Marie;

“**Director/Executive Director**” means the person responsible for the operation of a Department and/or their designate;

“**Chief Financial Officer**” means the Chief Financial Officer/Treasurer of the City of Sault Ste. Marie;

"CONSTRUCTION" means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include legislated or regulated services related to the construction contract unless they are included in the specifications for the procurement;

"CONSULTANT" and **"CONSULTING SERVICES"** means a person or entity that under agreement, other than an employment agreement, provides expert or strategic advice and related services. Consulting Services do not include "Professional Services" provided by licensed professionals;

"CONTRACT" means any agreement, regardless of form or title, for the lease, purchase or disposal of Goods, Services or Construction authorized in accordance with this By-law;

"COUNCIL" means the Council of the City of Sault Ste. Marie;

"COUNCIL APPROVED BUDGETS" means Council approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards to which this By-law applies;

"DEPARTMENT" means an organizational unit of the City of Sault Ste. Marie headed by a Director/Executive Director;

"ELECTRONIC ADVERTISING" means the use of a computer-based system directly accessible by suppliers irrespective of their location that provides suppliers with information related to Bid Solicitations;

"EMERGENCY" means a situation, or an impending situation, caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property.

"FAIR MARKET VALUE" means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length who are fully informed and not under any compulsion to transact;

"GOODS" means moveable property and includes,

- (a) the cost of installing, operating, maintaining or manufacturing such moveable property;
- (b) raw materials, products, equipment and other physical objects of every kind and description;

"IN HOUSE BID" means a Bid made by a Department and authorized by the Director/Executive Director of that Department, submitted in response to a Bid Solicitation, where the provision of the Goods, Services or Construction will be provided entirely by the employees of the City of Sault Ste. Marie;

"LOWEST COMPLIANT BID" means the Bid that would provide the City of Sault Ste. Marie with the desired Goods, Services or Construction at the lowest Total Acquisition Cost, meets all the specifications and contains no irregularities requiring automatic rejection;

"PROFESSIONAL SERVICES" means services that by legislation or regulation are to be provided only by the following licensed professionals: medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries;

"PROPOSAL" means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;

"PURCHASE ORDER" means a Contract between the City of Sault Ste. Marie and a supplier to supply a specific quantity of Goods or specific set of Services or specific type of Construction defined by such things as time period, location(s) and price;

"PURCHASING CARD" means a card issued in accordance with the Purchasing Card Policy, to purchase Goods and Services;

"REQUEST FOR PROPOSAL" means a Bid Solicitation that is used to acquire Goods, Services or Construction, the suitability of which is dependent upon non-price factors and which may result in further negotiation between the parties;

"ROUTINE PROFESSIONAL SERVICES" means performance of multiple and similar tasks by licensed professionals which do not require specific skills or qualifications not otherwise held by City staff;

"SINGLE SOURCE" means selection of a specific Supplier even though there may be more than one supplier capable of delivery of the Goods and Services;

"SOLE SOURCE" means there is only one Supplier capable of delivery of the Goods and Services that meet the requirements of the City;

"SPECIALIZED PROFESSIONAL SERVICES" means performance of non-routine tasks by licensed professionals;

"STANDING PURCHASE ORDER" means a Contract between the City of Sault Ste. Marie and a supplier for the supply of frequently ordered Goods or Services at specified unit prices where possible, maximum dollar limits, or discounts; but not specified quantities;

"SERVICES" includes all professional and consulting services, all services in relation to real property or personal property including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an officer or employee of the City of Sault Ste. Marie in accordance with terms of employment;

"TENDER" means a publicly advertised Bid Solicitation;

"TOTAL ACQUISITION COST" means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid;

- (2) Schedules "A", "B", and "C" attached hereto form part of this By-law.

PART IV – GENERAL PROCUREMENT POLICY

APPLICATION

4. (1) The procedures in this By-law shall be followed to Award a Contract or to recommend to Council that a Contract be Awarded.
- (2) Subject to section 31 and section 4(3), Goods, Services or Construction listed in Schedule “A” of this By-law may be procured without following the procedures set out in the by-law; in accordance with the Approvals for Financial Values as established in section 7.
- (3) The purchase of Goods and Services listed in Schedule “A” to this By-law may be made provided that sufficient funds are available and identified in appropriate accounts within Council Approved Budgets.

RESTRICTIONS

5. (1) No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.
- (2) No Contract for Services shall be awarded where the services would result in the establishment of an employee - employer relationship.
- (3) No employee shall purchase, on behalf of the City of Sault Ste. Marie, any Goods, Services or Construction, except in accordance with this Bylaw.
- (4) Where an employee involved in the Award of any Contract, either on his or her own behalf or while acting for, by, with or through another person, has any pecuniary interest, direct or indirect, in the Contract, the employee,
 - (a) shall immediately disclose the interest to the Director/Executive Director involved in the Award of the Contract and shall describe the general nature thereof;
 - (b) shall not take part in the Award of the Contract; and
 - (c) shall not attempt in any way to influence the Award of the Contract.

- (5) An employee has an indirect pecuniary interest in any Contract in which the City of Sault Ste. Marie is concerned, if,
- (a) the employee or his or her spouse
 - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public that has a pecuniary interest in the Contract;
 - (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public that has a pecuniary interest in the Contract; or
 - (iii) is a member of an unincorporated association or partnership, that has a pecuniary interest in the matter; or
 - (b) the employee or his or her spouse is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the Contract.

An employee found to be in conflict as per this section may be subject to disciplinary action by the Corporation.

- (6) There will be no local preference for purchases in compliance with the Discriminatory Business Practices Act, Revised Statutes of Ontario, 1990 Chapter D.12 and the Ontario Free Trade Agreement that does not allow for geographical preference as well in accordance with the updated Municipal Act requiring that a competitive bid process be open, fair and transparent.

TOTAL ACQUISITION COST

6. Where this By-law prescribes dollar limits, the Contract amount shall be the estimated Total Acquisition Cost less any rebates; not including sales taxes.

APPROVALS FOR FINANCIAL VALUES

7. (1) The following approvals must be secured based on the listed Financial Values:
- (a) any Contract for a Good, Service or Construction for a Financial Value of \$10,000.00 or less may be approved by a Director; or their designate;
 - (b) any Contract for a Good, Service or Construction for a Financial Value of \$15,000.00 or less may be approved by an Executive Director; or their designate;
 - (c) any Contract for a Good, Service or Construction for a Financial Value of \$30,000.00 or less may be approved by a Deputy Chief Administrative Officer; or their designate;

- (d) any Contract for a Good, Service or Construction for a Financial Value of \$75,000.00 or less may be approved by the Chief Administrative Officer;
 - (e) any Contract for a Good, Service or Construction for a Financial Value exceeding \$75,000.00 requires Council approval.
- (2) Despite any other provisions of this By-law, the following Contracts are subject to Council approval:
- (a) any Contract requiring approval from the Ontario Municipal Board;
 - (b) any Contract where an irregularity precludes the Award of a Contract to the supplier submitting the lowest compliant bid.
- (3) The following approvals must be secured for Change Orders to approved Contracts:
- (a) Non-Scope of Work Change Orders, a tolerance of 10% of the approved Project Cost in total for all Change Orders applies. Approval is subject to identified funding and may be secured from the Chief Administrative Officer up to his Approval Limit for Financial Values.
 - (b) Scope of Work Change Orders are subject to identified available funding and require approval from originating approver.

RESPONSIBILITIES AND AUTHORITIES

8. (1) Directors/Executive Directors shall be responsible for and shall have authority for all procurement activity and decisions within their Departments and are accountable for achieving the specific objectives of the procurement project.
- (2) Directors/Executive Directors have the authority to award contracts in the circumstances specified in this by-law provided that the delegated authority is exercised within the limits prescribed in this by-law, and the requirements of this by-law are met.

- (3) Directors/Executive Directors may delegate their authority, to suitably qualified and approved individuals, where appropriate. Directors/Executive Directors in conjunction with the Agent shall provide evidence that the contract pricing represents fair market value.
- (4) The Agent is responsible for:
 - (a) providing professional procurement advice and services to the Directors/Executive Directors;
 - (b) monitoring compliance with this by-law;
 - (c) notifying Directors/Executive Directors, in advance if possible, of non-compliance;
 - (d) informing Council that non-compliance with this by-law has occurred;
 - (e) determining if Goods, Service or Construction less than \$75,000.00, that have been restricted to single or sole source supply because of standardization, compatibility, cost effectiveness or similar justification is the overriding consideration and on any anniversary of the renewal of that restriction; and
 - (f) scheduling the public tender openings and ensuring a member of Council or the City Clerk or designate is present at opening.
- (5) The Agent may award a contract on behalf of a Director/Executive Director provided that the Agent is in receipt of a funded requisition and the requirements of this by-law are met.
- (6) The Chief Administrative Officer has the authority to instruct Directors/Executive Directors not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

NOTIFICATION OF PROCUREMENT OPPORTUNITIES

9. (1) Notification of procurement opportunities for Goods, Services or Construction exceeding a Total Acquisition Cost of \$75,000.00 shall be made by Public Advertising, which advertising may include newspaper, web site listings and other forms of electronic advertising, and may be used for any other purchase.
- (2) Notification of procurement opportunities for Goods, Services or Construction may be supplemented by other means of notification where appropriate.

ACCESSIBILITY

10. (1) All Bidders, Suppliers and Contractors who provide Goods, Services or Construction to the City shall comply with the Accessibility for Ontarians Act, 2005, and all Regulations emanating therefrom.

PART V – PROCUREMENT PROCEDURES

PURCHASING PROCEDURES

11. (1) The Agent shall establish purchasing procedures consistent with the Purposes, Goals and Objectives set out in this By-law relating to:
 - (a) the form, content and use of forms, whether electronic or printed, including purchase requisitions, purchase orders, bonds, letters of credit and other forms of guarantee or surety, tender, proposal and other contract documents;
 - (b) the identification of those Goods, Services or Construction which, are more effectively acquired through cooperative purchasing;
 - (c) the process to be followed in the issuing, receipt and evaluation of Tenders, Quotations and Requests for Proposals including the option of submitting documentation, payment or signature by electronic means pursuant to the *Electronic Commerce Act*, S.O. 2000, c.17, as amended;
 - (d) any other aspect of process or procedure not specifically provided for in this By-Law.
- (2) Where, in the opinion of the Agent, circumstances giving rise to an issue of adherence or non-adherence to the requirements of this By-law which cannot be resolved to the satisfaction of the Agent, the Agent shall advise the Chief Financial Officer/Treasurer who shall determine the issue and appropriate action.

PURCHASING CARDS

12. The Chief Financial Officer/Treasurer is responsible for the Purchasing Card program outlined in the City of Sault Ste. Marie's Purchasing Card Policy. The Purchasing Card Policy shall adhere to this Purchasing By-law.

STANDING PURCHASE ORDERS

13. (1) A Standing Purchase Order may be used where:
- (a) one or more Departments repetitively order the same Goods, Services or Construction and the actual demand is not known in advance; or
 - (b) a need is anticipated for a range of Goods, Services or Construction for a specific purpose and for which convenience and location are major factors but the actual demand is not known at the outset.
- (2) The Agent shall establish and maintain Standing Purchase Orders.
- (3) To establish prices and select sources, the Agent shall employ the provisions contained in this by-law for the acquisition of Goods, Services or Construction.
- (4) More than one supplier may be selected where it is in the best interests of the City of Sault Ste. Marie and the Bid Solicitation allows for more than one.
- (5) The expected quantity of the specified Goods, Services or Construction to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

REQUEST FOR EXPRESSIONS OF INTEREST

14. A Director/Executive Director or the Agent may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any Goods, Services or Construction and for the purposes of keeping a list of available suppliers.

ENGAGEMENT OF CONSULTANTS

15. Consultant procurement shall follow the regular procurement policies outlined within the by-law.

ENGAGEMENT OF LICENSED PROFESSIONALS

- 16.** (1) The following process shall be employed for engagement of licensed professionals for the performance of Routine Professional Services:
- (a) a request for Expressions of Interest shall be advertised annually in order to establish a Vendors of Record List. Notwithstanding the annual advertisement for EOI's, Suppliers may apply for inclusion on the Vendors of Record List at any time during the year;
 - (b) Staff shall pre-qualify Suppliers based on necessary Professional qualifications, past performance evaluations, and capacity to complete work; prior to acceptance on the Vendors of Record List;
 - (c) Procurement for Routine Professional Services will be drawn from Suppliers on the Vendors of Record List;
 - (d) informal written quotes will be obtained for assignments. Assignments will be recommended based upon fees, and pre-qualifications based on Section 16 (1) (b) above;
 - (e) approvals are subject to the approval limits stated within the by-law.
- (2) The regular procurement policies outlined within the by-law shall apply for engagement of Suppliers to perform Specialized Professional Services.

PROCUREMENT METHODS

- 17.** The following procurement methods are to be used for the purchase of Goods, Services or Construction at the listed Financial Values:

LOW DOLLAR VALUE PURCHASES (Not exceeding \$5,000.00)

- 18.** (1) Department requirements for Goods, Services or Construction having a low dollar value may be purchased with or without negotiation. This method of purchase will be used primarily for the purchase of low value goods where the cost and administrative burden of other methods of purchase may be equal to or greater than the price or value of the goods purchased. Employees are encouraged to use their own judgment to promote the principles of this policy in any direct purchase. The following procurement methods may be used:
- (a) Purchasing Cards to a value of \$5,000.00.
 - (b) Purchase Order.
 - (c) Direct Purchase/Approved Invoice.

**REQUEST FOR QUOTATION
(Acquisition costs between \$5,001.00 and \$75,000.00)**

19. (1) Purchasing requirements for Goods, Services or Construction having an estimated Total Acquisition Cost between:
- (a) \$5,001.00 and \$30,000.00 may be made by an informal Request for Quotation where written specifications are presented to the vendors by an authorized person and a written quotation is returned that is to be filed or forwarded to Purchasing, if required;
 - (b) \$30,000.00 and \$75,000.00 may be made by formal Request for Quotation where Purchasing will distribute a full written Quotation to be signed and sealed and returned by the vendor to Purchasing.
- (2) In appropriate circumstances, the Request for Proposal or the Request for Tender processes may be utilized for the purchase of Goods, Services or Construction in this Total Acquisition Cost range.
- (3) The competitive method of purchase used to purchase the Goods, Services or Construction in this Total Acquisition Cost range shall demonstrate that Fair Market Value was achieved. The specifications for the goods and services and terms of purchase will be established with sufficient particularity to permit comparable quotations to be made by suppliers. A sufficient number of suppliers shall be requested to submit quotations on the specifications and terms of purchase so that at least three responsive quotations are received, where practical.

**REQUEST FOR TENDER
(Acquisitions exceeding \$75,000.00)**

20. (1) A Request for Tender shall be used for purchases exceeding \$75,000.00 where all of the following criteria apply:
- (a) two or more sources are considered capable of supplying the requirement;
 - (b) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria; and
 - (c) it is intended that the Lowest Compliant Bid will be accepted without negotiations.

- (2) The Director/Executive Director in charge of the Bid Solicitation or the Agent, on behalf of such Director/Executive Director, may Award Contracts emanating from a Request for Tender provided that:
 - (a) the Award is to the Lowest Compliant Bidder;
 - (b) the estimated Total Acquisition Cost of Goods or Service does not exceed \$75,000.00; and
 - (c) the provisions of this By-law are complied with.
- (3) The Director/Executive Director or Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.
- (4) This is a competitive method of purchase, which may include supplier or contractor pre-qualification. The tender process follows the general procedures set out below:
 - (a) Contractor and Supplier Qualification (if applicable);
 - (b) Development of Specifications and Contract Terms;
 - (c) Publication and Solicitation of Tenders;
 - (d) Receiving and Opening of Bids;
 - (e) Bid Evaluation and Selection.

The specifications and contract terms are detailed within the tender documents in such a degree that there is no prospect of negotiations between the parties. It is intended to accept the lowest priced compliant bid, as the bidders must meet all the terms, conditions and specifications.

REQUEST FOR PROPOSAL

21. (1) A Request for Proposal shall be used where:
 - (a) the requirement is best described in a general performance specification. In this competitive method of purchase, some or all of the specifications and contract terms may not be finally determined with sufficient certainty to form the basis of a final contract before proposals are solicited and submitted. It may be expected that there will be some variation in the final specification and contract terms among and between responsive proponents;

- (b) owing to the nature of the requirement, suppliers are invited to propose innovative solutions to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone; or
 - (c) to achieve best value, the award selection will be made on an evaluated point per criterion or other method involving a combination of mandatory and desirable requirements or it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirement.
- (2) Where the Contract price is anticipated to be \$15,000.00 or greater and the Request for Proposal method of procurement is utilized, the Agent, at their discretion, may be a member of the committee formed to evaluate the response to the Request for Proposal.
- (3) The Agent shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation grid, which criteria may include, but are not limited to, factors such as approach, equipment and facilities, experience and qualifications, methodology, past performance and scheduling, price and strategy.
- (4) The Director/Executive Director in charge of the particular Bid Solicitation or the Agent, on behalf of such Director/Executive Director, may award Contracts emanating from a Request for Proposal provided that:
 - (a) the estimated Total Acquisition Cost of the Goods, Services or Construction does not exceed \$75,000.00;
 - (b) the award is to be made to the supplier meeting all mandatory requirements and determined, by reference to an evaluation grid, as providing best value;
 - (c) sufficient funds are available and identified in appropriate accounts within Council Approved Budgets; and
 - (d) the provisions of this By-law are complied with.
- (5) The Director/Executive Director and Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.

NON-COMPETITIVE METHOD

22. (1) The Non-Competitive Method refers to the negotiation of an agreement for the purchase of Goods, Services and Construction from a Supplier where there is no open competition. This may defined as the use of a Sole Source or Single Source as appropriate.

- (2) Non-competitive purchasing must be authorized by:
 - (a) the Agent for Purchases between \$5,001.00 and \$30,000.00;
 - (b) the Agent with the approval of the CAO for Purchases between \$30,000.00 and \$75,000.00;
 - (c) City Council for Purchases of more than \$75,000.00.

- (3) Authorization of the use of the Non-Competitive Method may be considered upon receipt of written details and reasons by the requesting party; where one or more of the following factors are present:
 - (a) the standardization or compatibility of a Purchase with existing equipment, product standards, facilities or service is a paramount consideration;
 - (b) a Good or Service is purchased for testing or trial use;
 - (c) there is an absence of competition for technical reasons and the Goods, Services and/or Construction can only be supplied by a particular Supplier;
 - (d) the City has a rental contract with a purchase option and such purchase option is beneficial to the City;
 - (e) no bids were received in response to a Bid Solicitation or Quotation Procedure; or,
 - (f) a business case can be made to establish that the purchase is in the best interests of the City.

IN HOUSE BIDS

23. In House Bids may be used for the procurement of Goods, Services or Construction in circumstances where the Chief Administrative Officer considers it appropriate to do so.

GUARANTEE OF CONTRACT EXECUTION AND PERFORMANCE

24. (1) The Agent may require that a Bid be accompanied by a Bid Bond or other similar security to guarantee entry into a Contract. Unless otherwise specified, in circumstances where a Bid Deposit is required, the refundable deposit requirements for Requests for Tenders/Quotations and Requests for Proposals shall be as follows:

<u>ESTIMATED ACQUISITION COST</u>	<u>TYPE OF SECURITY</u>	<u>MINIMUM DEPOSIT REQUIRED</u>
Less than 25,000.00	Bid Bond, Certified Cheque or Irrevocable Letter of Credit	5%
Greater than \$25,000.00	Bid Bond, Certified Cheque or Irrevocable Letter of Credit	10%

- (2) Prior to the commencement of the work, the successful bidder may be required to provide the following security in addition to the security referred to in Subsection 20.(1):
- (a) a Performance Bond to guarantee the performance of a Contract;
 - (b) a Labour and Material Payment Bond to guarantee the payment of labour and materials supplied in connection with a Contract;
 - (c) or an Irrevocable Letter of Credit.
- (3) The Director/Executive Director and Agent shall select the appropriate means to guarantee execution and performance of the Contract. Means may include one or more of, but are not limited to, surety bonds or other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.
- (4) Prior to the commencement of work on a City property or as required by the Director/Executive Director or Agent, a Contractor must be compliant with the requirements of the City's Contractor Pre-Qualification Program as established by the Human Resources Department.

CONTRACT WITHOUT BUDGETARY APPROPRIATION

- 25.** Where a requirement exists to initiate a project for which Goods, Services or Construction are required and funds are not contained within the Council Approved Budget to meet the proposed expenditure, the Commissioner shall, prior to commencement of the purchasing process, submit a report to Council containing:
- (a) information surrounding the requirement to contract;
 - (b) the terms of reference to be provided in the Contract;
 - (c) information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes, or on the requirement of additional funds.

BIDS IN EXCESS OF PROJECT ESTIMATES

26. (1) Where Bids are received in response to a Bid Solicitation but exceed project estimates, the Commissioner in charge of the Bid Solicitation and the Agent, jointly, may enter negotiations with the Lowest Compliant Bidder to achieve an acceptable Bid within the project estimate.
- (2) Negotiations shall be conducted in accordance with the guidelines established by the Canadian Construction Documents Committee.

EMERGENCY PURCHASES

27. (1) Where an Emergency exists requiring the immediate procurement of Goods, Services or Construction, a Director/Executive Director or the Agent may purchase the required Goods, Services or Construction by the most expedient and economical means, notwithstanding any other provision of this By-Law. As soon as practicable thereafter, the Agent shall comply with Section 31 of this By-law.
- (2) For all Emergency purchases made by a Director/Executive Director, the Director/Executive Director shall as soon after the purchase as reasonably possible, notify the Agent with a written report detailing the circumstances of the Emergency. The Director/Executive Director and the Agent in all circumstances shall make a report to Council where the Emergency purchase exceeds \$75,000.00.

COOPERATIVE PURCHASING

28. (1) The City of Sault Ste. Marie may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the City of Sault Ste. Marie to do so and where the purposes, goals and objectives of this By-law are complied with by such government agencies and public authorities.
- (2) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

IDENTICAL TENDERS

29. (1) If the lowest Compliant Bids from two or more bidders are identical in Total Acquisition Cost or unit price, the Agent, with the consent of the Director/Executive Director in charge of the Bid Solicitation, is authorized to enter into negotiations with the bidders who have submitted the identical prices in an attempt to obtain a lesser price and shall maintain a record in respect of such negotiations.
- (2) The Agent shall not reveal information pertaining to such negotiations or the manner in which the final price was determined to any of the bidders concerned. The Agent shall include as part of the record, a report concerning the results of such negotiations.
- (3) When negotiations are not successful in breaking the identical tenders, then the bidders involved will be so informed and advised that the tender to be accepted will be determined by means of a draw. The names of the tied bidders shall be placed in a container and the tender to be accepted shall be drawn by a Designated Official. The time and location of the draw shall be set by a Designated Official and the bidders shall be so advised in order that they may be present. The following shall be present:
- (a) Designated Officials;
 - (b) The Agent; and
 - (c) Any of the bidders, or their authorized representative.

Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

BID IRREGULARITIES

30. The process for administering irregularities contained in Bids pertaining to all Contracts shall be as set out in Schedule "B". For an irregularity listed in the first column of Schedule "B", the applicable response is set out opposite the irregularity in the second column of Schedule "B".

CONTRACTUAL AGREEMENT

31. (1) The Award of a Contract over \$5,000.00 shall be made by way of an agreement, or as a Purchase Order.
- (2) A Purchase Order is to be used when the resulting Contract requires only the City of Sault Ste. Marie's standard contractual terms and conditions.

- (3) A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City of Sault Ste. Marie's standard contractual terms and conditions.
- (4) It shall be the responsibility of the Director/Executive Director in charge of the particular Bid Solicitation, with the Agent or the City Solicitor, to determine if it is in the best interests of the City of Sault Ste. Marie to establish a formal agreement with the supplier.
- (5) Where it is determined that a formal agreement is required, the formal agreement shall be reviewed and approved for execution by the City Solicitor, or designate.
- (6) Where a formal agreement is required, the Mayor, or designate, shall execute the agreement in the name of City of Sault Ste. Marie.
- (7) Where a formal agreement is issued, the Agent may issue a Purchase Order incorporating the formal agreement.
- (8) Where a formal agreement is not required, the Agent shall issue and execute a Purchase Order incorporating the relevant terms and conditions.

SURPLUS AND OBSOLETE GOODS

- 32.** (1) Disposal of surplus assets is the responsibility of the Purchasing Division. The Agent must dispose of all Goods for which a Department no longer has use and the Agent may use any method for disposal in the City of Sault Ste. Marie's best interests, including without limitation, transfer to another Department, public auction, public tender, trade, or negotiated sale.
- (2) An employee who has the responsibility of declaring Goods surplus or obsolete, or for sending items to a public auction shall not bid on or personally obtain any Goods that the employee has declared as surplus.
- (3) No one shall be permitted to purchase surplus or obsolete Goods except by purchase at public auction, public tender, trade or negotiated sale.
- (4) If it is determined that the goods have no residual value, the Agent may dispose of them in an accredited landfill site or other environmentally responsible manner.

NOTWITHSTANDING

33. No provision of the By-Law precludes a Director/Executive Director or the Agent from recommending an award to City Council where in the opinion of a Director/Executive Director or the Agent, it is in the best interest of the City to do so.

PART VI – OTHER

ACCESS TO INFORMATION

34. The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

BY-LAW REVIEW

35. (1) This By-law shall be reviewed every five (5) years or where circumstances warrant a more frequent review. Any amendments resulting therefrom shall be submitted to Council for approval.
- (2) The review shall determine how effective this By-law has been in achieving the objectives set out in Section 2 of the By-law as well as the requirements of the *Municipal Act, 2001*, as amended.
- (3) The review may be undertaken by an inter-departmental committee, the final result of which shall be comprised of a report to Council, by the Agent.

SCHEDULES "A", "B", and "C"

36. Schedules "A", "B", and "C" hereto form part of this by-law.

EFFECTIVE DATE

37. This By-law shall come into force and take effect on the 10th day of August, 2020.

- 38.** By-law 2016-143 is hereby repealed and replaced with this new By-law 2020-141.

This by-law takes effect on the day of its final passing.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "A"

To BY-LAW 2020-141 of the City of Sault Ste. Marie

The purchasing methods described in this by-law do not apply to the following Goods and Services, some of which are regulated by other policies or Council:

1. Employer's General Expenses including:
 - (1) Statutory Remittances
 - (2) Licenses, certificates & other approvals required (Vehicle, Firearms, etc.)
 - (4) Debt Payments
 - (5) Grants to Others
 - (6) Damage Claims
 - (7) Investments
2. Utilities/Communication
3. Miscellaneous
 - (1) Employee Computer Purchase Plan (as covered by the Employee Computer Purchase Plan Policy)
 - (2) Refunds and Overpayments
 - (3) Fees or Levies of other Boards and Agencies
 - (4) Real property purchases
4. Costs Associated with Public Events
 - (1) Event Payouts as specified in Contracts which authority is delegated to staff as per by-law

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "B"

To BY-LAW 2020-141 of the City of Sault Ste. Marie

POLICY FOR CONSIDERING IRREGULARITIES IN BIDS

Extreme care shall be exercised to ensure that Irregular Bids are handled in a manner which is fair to other bidders as well as the public.

The decision as to whether an improper bid shall be accepted or rejected, shall be based upon the following general considerations;

1. is the intention of the bidder clear?
2. has the bidder made a conscientious attempt to comply with the submission requirements?

The following are guidelines only, intended to illustrate some of the discretion allowed. The Manager of Purchasing will review each case.

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids	Automatic rejection, not opened or read publicly and returned unopened to the bidder
2.	Unsealed Tender Envelopes	Automatic rejection
3.	Tenders received by Facsimile (FAX)	Automatic rejection
4.	Proper Tender Envelope Not Used	Acceptable if the envelope is properly sealed. Automatic rejection if the envelope is not sealed
5.	Insufficient financial security (no deposit or bid bond or insufficient deposit (includes deposit cheque not certified) or bid bond	Automatic rejection unless insufficiency is trivial or insignificant
6.	Bids not completed in ink or in type	Automatic rejection
7.	Incomplete bids (part bids - all items not bid)	Automatic rejection unless part bid specifically permitted by tender documents
8.	Illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind	May be rejected as informal
9.	Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
10.	Bids received on documents other than those provided by the City	Automatic rejection
11.	Bids containing minor clerical errors	48 hours to correct and initial errors
12.	Execution of Agreements to Bond - Bonding company corporate seal or signature missing from agreement to bond	Automatic rejection
13.	Execution of Bid Bonds (a) Corporate seal or signature of the bidder, or both, missing (b) Corporate seal or signature of bonding company missing	48 hours to correct Automatic rejection
14.	Other Bid Security - Uncertified Cheques	Automatic rejection
15.	Tender Documents - Execution (a) Corporate seal or witness signature missing but Signing Officer signature present (b) Signing Officer signature missing (c) Corporate seal or witness affixed but Signing Officer signature missing	48 hours to affix Automatic rejection Automatic rejection
16.	Erasures, Overwriting or Strike-Outs which are not initialed: (a) Uninitialed changes to the tender documents which are minor (example: the tenderer's address is amended by over-writing but not initialed) (b) Unit prices in the Schedule of Prices have been changed but not initialed (c) Other mathematical errors which are not consistent with the unit prices	48 hours to initial 48 hours to initial 48 hours to initial corrections to be made by department
17.	Failure to attend <u>mandatory</u> pre-submission meeting or visit	Automatic rejection
18.	Tender documents which suggest that the tenderer has made a major mistake in calculations of tender	Consultation with the City Solicitor on a case by case basis and report to CAO

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "C"

To BY-LAW 2020-141 of the City of Sault Ste. Marie

POLICY FOR INCORPORATING ACCESSIBILITY CRITERIA AND FEATURES IN PROCUREMENT

In accordance with Province of Ontario Statutes and Regulations, the City shall incorporate accessibility criteria and features in its procurement practices so that goods, services, and facilities are accessible to people with disabilities, unless it is not practicable to do so.

If the Director/Executive Director determines that it is not practicable to incorporate accessibility criteria and features when procuring a particular good, service or facility, the Director/Executive Director shall provide, upon request, an explanation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-142

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault College of Applied Arts & Technology for the long-term lease to support the construction of the Northern Transfer Point.

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 LEASE AGREEMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 10, 2020, between the City and Sault College of Applied Arts & Technology, a copy of which is attached as Schedule "A" hereto. This Agreement is for the long-term lease to support the construction of the Northern Transfer Point.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THE SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(Landlord)

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Tenant)

LAND LEASE

Premises: Transit HUB on College Lands

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SCHEDULE “A”, PRIVATE POWER LINE CROSSING – CROSSING PRIVATE
PROPERTY USER ACKNOWLEDGEMENT

SCHEDULE “B” PROPOSED SAULT COLLEGE ROAD EXTENSION

THIS LEASE made the 10th day of August, 2020,

BETWEEN:

THE SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY
(the "Landlord")

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Tenant")

WHEREAS:

- A. The capitalized terms used herein have the meaning ascribed thereto in Sections 1.1 and 1.2 unless the context otherwise requires; and
- B. The Landlord is the owner of the Lands and has agreed to lease the Lands to the Tenant for the Term for the purposes of constructing and operating a transit route, bus shelter and bus hub which shall be utilized by the public;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the sum of Ten Dollars (\$10.00) paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

Article 1 — Basic Terms, Definitions

1.1 Basic Terms

- (a) Landlord: The Sault College of Applied Arts & Technology
Address: 443 Northern Avenue, Sault Ste. Marie, Ontario, P6B 4J3
- (b) Tenant: The Corporation of the City of Sault Ste. Marie
Address: 99 Foster Dr., Sault Ste. Marie, Ontario, P6A 5X6
- (c) Lands: Part of PIN 31529-0164 (LT) Part of Park Lot 4, Concession 4, Township of St. Mary now in the City of Sault Ste. Marie, District of Algoma, being Parts 1, 2, 3, 4, 5 and 6 Plan 1R-13646, Sault Ste. Marie together with the easements and rights-of-way as set out therein
- (d) Construction Period: commencing as the first day of construction of the Northern Transfer Point project commences and ground is officially broken for construction, and continuing for a period of twelve (12) months thereafter;
- (e) Term: fifty (50) years, commencing on the Commencement Date and subject to Sections 2.2 and 2.3
- (f) Commencement Date: means the first day construction of the Northern Transfer Point project commences and ground is officially broken for construction.

- (g) Ground Rent (Section 4.1): \$1.00 per year during each year of the Term
- (h) Permitted Use (Section 8.1): City transit route/bus shelter and bus hub which shall when operating be utilized by the public.
- (i) Schedules forming part of this Lease:
 - Schedule "A" - Private Power Line Crossing – Crossing Private Property User Acknowledgement
 - Schedule "B" - Proposed Sault College Road Extension
- (j) Northern Transfer Point project: means the construction and eventual operation of a City Transit route/bus shelter and bus hub by the Tenant on the Lands, to be utilized by the public.

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means all sums of money or charges required to be paid by the Tenant under this Lease (except Ground Rent) either to the Landlord or otherwise including, without limitation, payment of Realty Taxes and charges for water, gas, electricity, telephone, telecommunication charges and other utilities and other charges specific to the Lands only, and which may give rise to a lien upon the interest of the Landlord in the Lands, whether or not the same are designated as "Additional Rent";
- (b) "Applicable Law" means all mandatory laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licences, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers of governments, Canadian, provincial and municipal, ordinary or extraordinary which now or at any time hereafter may be applicable;
- (b) "Business Day" means a day other than a Saturday, Sunday or other day which is a statutory holiday in the province in which the Lands are located;
- (c) "Changes" has the meaning set out in Section 7.4;
- (d) "Commencement Date" means the period specified in Section 1.1(f);
- (e) "Construction Period" means the period specified in Section 1.1(d);
- (f) "Event of Default" has the meaning set out in Section 13.1;
- (g) "Expert" has the meaning set out in Section 14.1;
- (h) "Ground Rent" means the Ground Rent payable by the Tenant pursuant to Article 4;
- (i) "Improvements" means all roads, driveways, buildings, fixed improvements, structures and other installations to be constructed on, in or under any portion of the Lands during the Construction Period and the Term for the Permitted Use and in accordance with the Plans, including chattels, equipment and machinery owned by the Tenant and including any additions, substitutions, alterations or replacements thereto or thereof;

- (j) “Plans” means the plans for the Improvements as prepared by the Tenant’s Project Manager and approved by the Landlord prior to the date of construction;
- (k) “Initiating Party” has the meaning set out in Section 14.3;
- (l) “Lands” means the lands identified in Section 1.1(c);
- (m) “Lease” means this lease, as amended from time to time;
- (n) “Realty Taxes” means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord in respect of the Lands only, and which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the date hereof, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Lands only or its interest therein, but specifically excluding any taxes assessed upon the income of the Landlord;
- (p) “Rent” means all Ground Rent and Additional Rent;
- (q) “Responding Party” has the meaning set out in Section 14.3;
- (r) “Substantial Breach” means any breach which would cost at least \$25,000.00 to cure;
- (s) “Substantially Completed” means the date that the contract(s) pursuant to which any work to be carried out by the Tenant are to be completed have been substantially performed as defined in the *Construction Act (Ontario)*;
- (t) “Tenant’s Project Manager” means the individual selected by the Tenant to supervise the construction of the Improvements as hereinafter defined, or from time to time any other Project Manager as the Tenant may have appointed in their stead;
- (u) “Term” means the period specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof; and
- (v) “Trustee” has the meaning set out in Section 9.3.

Article 2 — Demise and Term

2.1 Demise

(1) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord for the Term and any renewal thereof, the Lands exclusively for the construction and thereafter operation of the Permitted Use.

2.2 Term and Right to Renew

(1) The Term shall commence on the Commencement Date and run for the period set out in Section 1.1(e), unless terminated earlier pursuant to the provisions of this Lease.

Notwithstanding anything to the contrary herein, the Tenant or its contractors or agents shall not be entitled to possession of the Lands (including for the purposes of construction of the Improvements) until:

- a) this Lease (and all applicable schedules thereto) have been executed and delivered by the parties thereto in a form acceptable to the Landlord and there is not then any default by the Tenant under this Lease; and
- b) the Tenant and its contractors have provided the Landlord with certificates of insurance verifying it has complied with the insurance requirements under this Lease.

(2) Notwithstanding the provisions of Article 2.2(1), provided the Tenant is not in default and provided the Tenant has not been in habitual default during the Term hereof, the Tenant shall have the option to submit a proposal in writing to the Landlord (the "Proposal") for the Landlord's consideration, not later than twelve (12) months prior to the expiry of the initial Term, to extend the initial Term of the Lease for an additional period (the "Proposed Extension Period").

Should the Landlord agree to the terms and conditions of the Tenant's Proposal or should the parties agree to extend the initial Term of the Lease upon terms and conditions satisfactory to the Landlord, in its sole discretion, then the Tenant and the Landlord shall enter into a lease extension agreement upon the Landlord's form (subject to reasonable amendment by the Tenant) giving effect to the extension of the initial Term. In the event the Landlord does not agree to extend the initial Term of the Lease based upon the Proposal or if the parties are unable to mutually agree upon any of the terms and conditions in respect of the Proposed Extension Period at least sixty (60) days prior to the expiration of the initial Term, the Term shall expire in accordance with Subsection 1.1(e) and the balance of the terms and conditions of this Agreement shall apply.

For clarity, the parties hereto covenant agree that this Section 2.2(2) shall not grant the Tenant an express option to the extend or renew the Term of the Lease and nothing contained in this Agreement obligates or commits the Landlord to granting any extension to the Tenant of the initial Term or agreeing to the Tenant's Proposal, and is merely intended by the parties to facilitate discussion.

2.3 Tenant Access and Use of Lands

The Tenant shall carry out the construction of the Improvements during the Construction Period in accordance with the provisions of Article 6 hereof at the sole cost of the Tenant including, but not limited to, any survey costs. Throughout the Term, including the Construction Period, and so long as Tenant observes and performs all of the terms and conditions under this Agreement, the Landlord grants the Tenant and its agents, contractors, successors and assigns the exclusive right, liberty, privilege, access and easement in, over, along, upon, under and through the Lands to construct, excavate, install,

operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said Lands the Improvements for the Permitted Use and otherwise in accordance with Applicable Law, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Tenant shall have exclusive access to the said Lands at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.

The Tenant shall use commercial reasonable efforts to organize and coordinate its construction activities with respect to the Improvements so as to minimize disruption to the Sault College Campus and all lands neighboring and adjacent to the Sault College Campus.

Notwithstanding the same, from and after the Commencement Date, the Landlord hereby grants the Tenant and its agents, contractors, successors and assigns full and unfettered access to the Lands for the duration of the Construction Period in order to commence and complete the construction of the Improvements for the Permitted Use and all matters related thereto. For the purpose of gaining access to the Lands and constructing the Improvements for the Permitted Use, the Tenant and its officers, employees, agents, invitees and customers shall be permitted during the Term (including during the Construction Period) in common with all others entitled thereto, the non-exclusive right of pedestrian and vehicular access over those portions of the Sault College Campus neighboring and directly adjacent to the Lands (including, but not limited to, those access roads leading to and from the buildings designated as J North, J South and the Student Residence on the Sault College Campus), as reasonably required, including all public roads and walkways.

2.4 Landlord Access

Without limiting any other rights, Landlord shall have the right, but not the obligation, with prior reasonable advance notice to the Tenant to enter the Lands at any reasonable time for any of the following purposes:

- a) to examine the Lands;
- b) for the purpose of monitoring pre-construction and construction activities and confirming that such pre-construction and construction activities are being proceeded with substantially in accordance with the terms of this Lease;
- a) in cases of emergency;
- b) at any time during the Term (or any extension thereof) to show the Lands to prospective purchasers or lenders;
- c) to protect the Lands in respect of any construction or other work being performed in premises adjoining or in the vicinity of the Lands;
- d) to exercise any of the rights available to Landlord pursuant to this Lease; and
- e) to view the state of repair of the Lands and perform appraisals, do inspections and in connection with any sale or mortgage of the Lands or the Sault College Campus, or to facilitate such other due diligence matters as may be reasonably required.

Landlord shall exercise its rights pursuant to this Section in such manner and at such times as Landlord, acting reasonably. At any time that entry by Landlord is desired in case of emergency, and if no personnel of Tenant are known by Landlord to be present on the Lands or if such personnel fail for any reason to provide Landlord reasonable immediate access at the time such entry is desired, Landlord may enter the Lands (and any Improvements thereon) and subsequently advise the Tenant that access was made.

The Tenant covenants and agrees that the Improvements constructed on the Lands are intended for the public use and in accordance therewith, the Landlord and the students of the Sault College Campus shall have reasonable access to those portions of the Lands and the Improvements as are designated by the Tenant from time to time for use by the public.

During the Term of any subsequent renewal or extension thereof, the Landlord undertakes that it shall not interfere, access or otherwise deal with the Lands in any manner other than as set out in this Agreement.

2.5 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Lands without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

2.6 As Is Where Is

The Tenant acknowledges and agrees that it is leasing the Lands on an "as is, where is" basis, and agrees to accept the Lands in their present condition, and without any representations, warranties, guarantees, promises or agreements whatsoever, express or implied on the part of the Landlord arising by operation of law including in connection with the condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, quality, or any other aspect or characteristic of the Lands and that the Tenant has prior to executing this Lease performed such searches and satisfied itself that the Lands are acceptable for their intended purposes. The Tenant acknowledges and agrees that Landlord shall, other than as expressly set out in this Lease, not be obliged in any manner whatsoever to maintain, improve, repair or replace any part of the Lands, or to construct any improvements or facilities in connection therewith, or to do or cause to be done any act or thing on or in connection with the Lands and the Tenant absolutely waives and relinquishes any and all claims against the Landlord in respect of the condition, maintenance, repair or replacement of the Lands or any part thereof throughout the Term or any extension thereof.

Notwithstanding the immediately foregoing, the Landlord represents and warrants that, as of the start of the Construction Period, it shall have title in fee simple to the Lands.

2.7 Permitted Encumbrances

The Tenant acknowledges that this Lease is subject to any encumbrances registered against the Lands as of the Commencement Date (“Permitted Encumbrances”) and the Tenant acknowledges that it shall be responsible for any costs, charges or expenses incurred to comply with any obligations resulting from such Permitted Encumbrances.

Article 3 — Rent Generally

3.1 Covenant to Pay, Net Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that this is a net and carefree lease and that the Rent provided to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating only to the Lands, and that the Tenant shall pay as Additional Rent all charges, impositions and expenses of every nature and kind relating only to the Lands as if it were an owner thereof in the manner hereinafter provided, and the Tenant hereby covenants with the Landlord accordingly.

3.2 Partial Periods

If the Construction Period and/or the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, Rent for the fraction of a month at the commencement or end of such period shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

Article 4 — Ground Rent and Additional Rent

4.1 Ground Rent

The Tenant covenants and agrees to pay on an annual basis commencing on the Commencement Date and thereafter the same day for each year in the Term and any renewal thereof, until such time as this Lease is terminated, to the Landlord at the office of the Landlord or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as annual Ground Rent, the sum set out in Section 1.1(g) of this Lease.

4.2 Additional Rent

(1) In addition to the Ground Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term (including the Construction Period) and any renewal thereof, pay to the Landlord or, should the Landlord so elect, to pay directly to the appropriate entity as provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent, the following costs incurred and attributable to the Lands and Improvements:

- (a) all Realty Taxes levied, rated, charged or assessed on or in relation to the Lands as further particularized in Section 4.3 herein;
- (b) all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Lands as further particularized in Section 4.5(1)(2) herein; and
- (c) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant as it relates to the Lands as further particularized in Section 4.5(3) herein.

(2) All of the payments set out in this Lease shall constitute Ground Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Ground Rent.

4.3 Realty Taxes

(1) The Tenant covenants to pay to the lawful taxing authorities, on or before the due date therefor, as Additional Rent, all Realty Taxes that are payable for the Lands only. The parties hereto undertake and agree to take all necessary steps to ensure that any realty taxes applicable to the Lands only are calculated and billed separately to the Tenant to the following attention:

The Corporation of the City of Sault Ste. Marie
Transit Department
Attention: Transit Manager
111 Huron Street
Sault Ste. Marie, ON
P6A 5P9

The Tenant shall not be financially responsible for any Realty Taxes that are payable for the balance of the Sault College Campus.

(2) The obligation of the Tenant to pay Realty Taxes shall commence as of the start of the Commencement Date, and shall be apportioned for the current taxation year between the Landlord and Tenant as at such date on a *per diem* basis. Upon the expiry or termination of this Lease, Realty Taxes during the taxation year of termination shall be similarly apportioned between the parties as at the termination date.

(3) If the Tenant fails to pay any Realty Taxes when due to the appropriate taxing authorities in situations where the Tenant (or persons on its behalf) is not contesting Realty Taxes in accordance with the provisions of Section 4.4, then the Landlord may itself, after notice to the Tenant as required herein, pay the Realty Taxes, and the amount paid by the

Landlord on account of Realty Taxes shall be immediately repaid by the Tenant to the Landlord as Additional Rent under this Lease.

4.4 Contesting Realty Taxes

The Tenant shall have the right, in the name of the Landlord or otherwise, at the Tenant's expense, by appropriate proceedings conducted diligently and in good faith, to contest or apply for the reduction of the amount, legality or mode of payment of any Realty Taxes in respect of the Lands or any portion thereof or any assessments with respect thereto. The Landlord shall provide any consents, authorizations and other assurances as may be reasonably required in order for such Realty Taxes to be contested or such applications to be made and proceeded with. During the period of any *bona fide* contesting or application, the Tenant may defer the payment of Realty Taxes to the extent permitted under applicable legislation, and no default shall be deemed to have occurred in the Tenant's obligations to pay Realty Taxes by reason of such deferral. The Tenant shall be entitled to any rebate of any Realty Taxes unless such Realty Taxes have been paid by the Landlord in accordance with Section 4.2 and the Tenant has not reimbursed the Landlord.

4.5 Utilities and Services

(1) With respect to electricity, the Tenant shall make arrangements through the Sault Ste. Marie PUC Distribution ("PUC") to run a dedicated line from one or two poles in the vicinity of the Lands to the Improvements on the Lands for power supply and to track power usage. The Landlord shall facilitate and grant all access necessary to the Tenant to have same constructed during the Construction Period and also to have same remain in place throughout the Term and any renewal thereof. To this end, the Landlord has executed a "Private Power Line Crossing – Crossing Private Property User Acknowledgement" attached as Schedule "C" to this Agreement, to confirm this arrangement and permission, and has provided a copy of same to PUC and the Landlord and further undertakes to sign any other documentation that may be necessary to facilitate the consent and permission granted herein.

(2) Further with respect to electricity servicing the Lands, the Tenant shall make arrangements for PUC to have all such accounts in the name of the Tenant and to bill for any power usage for the Lands separately to the Tenant to the following attention:

The Corporation of the City of Sault Ste. Marie
Transit Department
Attention: Transit Manager
111 Huron Street
Sault Ste. Marie, ON
P6A 5P9

The Tenant shall not be financially responsible for any electricity charges that are payable for the balance of the lands owned by the Landlord.

(3) With respect to any other utilities servicing the Lands, the Tenant shall be solely responsible for and shall promptly pay to the appropriate utility suppliers, as Additional Rent, all charges for water, gas, telephone and other utilities and services used or consumed in, and any other charges levied or assessed on or in respect of or services supplied to, the Lands and Improvements. In the event that the Landlord is billed for any such utilities servicing the Lands, the Landlord shall forward same to the Tenant and the Tenant shall promptly pay same.

(4) In no event is the Landlord liable for, nor has the Landlord any obligation with respect to, an interruption or cessation of or a failure in the supply of any utilities, services or systems in, to or serving the Lands or Improvements.

Article 5 — Shared Facilities

Intentionally Deleted

Article 6 — Construction of Improvements

6.1 Tenant to Construct Improvements

It is the intention of the parties hereto that the Tenant is to erect the Improvements on the Lands. The Tenant shall construct and complete the Improvements, at its sole cost and expense, expeditiously and in any event within twelve (12) months from the start of the Construction Period and in good and workmanlike manner and in accordance with all Applicable Law and the Plans and provisions of this Article 6, and in particular:

- (a) shall cause the Improvements to be Substantially Completed not later than the end of the Construction Period (but subject to extensions of time granted pursuant to Section 6.2); and
- (b) shall cause the Improvements to be fully completed in accordance with all the provisions of this Lease with reasonable diligence thereafter.

The Tenant shall complete the construction of the Improvements hereunder in keeping with the standards of the industry for projects comparable to the transit route/bus shelter and bus hub to be constructed by the Tenant and in that regard, shall exercise the same degree of care, skill and supervision as would be exercised by a reasonable and prudent person who is experienced in performing like services and functions for projects of similar size, quality and use.

6.2 Extensions of Time for Construction of Improvements

If the Tenant:

- (a) has been delayed in constructing the Improvements by reason of strikes, lockouts, governmental restrictions, acts of God, unavailability of material and labour or similar causes, all being beyond the control of the Tenant, and

- the delay(s) render it unlikely or uncertain that the Improvements will be Substantially Completed by the end of the Construction Period; and
- (b) has used all reasonable diligence to overcome the delays and has proceeded with the construction of the Improvements to the extent possible,

then the time for compliance with Section 6.1 shall be extended by a period not longer than the length of the delay imposed by the causes beyond the Tenant's control, which will be reasonably required for the Tenant to substantially complete the Improvements with reasonable diligence.

6.3 Landlord Review Contracts for Construction of Improvements

The Tenant shall provide the Landlord with a copy of each construction contract that the Tenant enters into for the Improvements. All working drawings and specifications supplied to contractors shall be consistent with the Plans.

The Tenant shall maintain a continuing liaison with the Landlord at all times during construction and development of the Improvements during the Construction Period and, in that regard, the Tenant shall give the Landlord written notice of any material amendments, modifications or supplements to the Plans or any work of a material nature to be performed other than substantially in accordance with the foregoing.

6.4 Commencement of Construction of Improvements

Before commencing excavation or any work on the Lands for the construction of the Improvements, the Tenant shall have:

- (a) furnished proof of the insurance required by Section 6.6;
- (b) obtained the approval of the Landlord to and shall have entered into a construction contract for that part of the construction which is to be commenced; and
- (c) obtained from the contractor the indemnity, insurance and performance bonds required by the contract.

6.5 Duties of Tenant in Construction

The Tenant shall perform and comply with the following covenants and requirements in the construction of the Improvements, at its sole cost and expense:

- (a) the Improvements shall be constructed in all respects in accordance with the Plans, subject to such changes as may be required by governmental authorities or otherwise as approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed, and provided that, for clarity, any material changes to the Plans shall be subject to the consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed;

- (b) all necessary building permits shall be obtained and all Applicable Law, including all municipal by-laws and legal requirements, pertaining to the conduct of the work shall be complied with;
- (c) the construction work shall be conducted expeditiously in a good and workmanlike manner and otherwise in accordance with the provisions of this Lease;
- (d) the Tenant, through the Tenant's Project Manager, shall properly supervise the work;
- (e) any contractor engaged on the work shall be required to observe all provisions of its contract as approved by the Landlord, and to furnish and maintain all security, indemnity, insurance and performance bonds required by the contract;
- (f) the Landlord and its agents and engineers shall at all times have the right to inspect the work with advance notice to the Tenant and to protest to the Tenant or the Tenant's Project Manager any default or non-compliance with the construction contract or this Lease, and the Tenant shall forthwith deal with the protest and remedy any default or non-compliance;
- (g) the Landlord may require the Tenant, at its own expense, to submit at reasonable intervals certificates of the Tenant's Project Manager as to the status of the work, the existence and extent of any faults or defects, the value of the work then done and to be done under any contract, the amount owing to any contractor and the amounts paid or retained by the Tenant on any contract, and the Tenant shall also, whenever requested by the Landlord, furnish copies of certificates furnished to it by contractors or by the Tenant's Project Manager in connection with construction;
- (h) the Tenant covenants and agrees to deliver to the Landlord, from time to time as available, copies of the following in respect of the Improvements if the below exist and are available:
 - (i) soil tests;
 - (ii) architects' and development plans and drawings;
 - (iii) consultants' reports;
 - (iv) applications to amend by-laws;
 - (v) site plan applications and approvals;
 - (vi) building permit applications;
 - (vii) building permits issued; and
 - (viii) all other documents or information pertaining to the development of the Improvements in the possession or control of the Tenant;

the understanding being that the above referenced documents do not need to be specifically created to satisfy this section of the Agreement; and
- (i) the Tenant shall promptly pay when due all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the construction of the Improvements, but this shall not prevent the Tenant from retaining any amounts claimed due which the Tenant's Project Manager has not certified to be due, or which are properly and reasonably retained to secure the performance of any work or the correction of any

defect or which, in the opinion of the Tenant's Project Manager, are reasonably retained in anticipation of damages arising from any contractor's default, or which are required to be retained under the provisions of the *Construction Act (Ontario)*; and

- (j) ensure that all insurance required pursuant to the terms of this Lease is obtained and maintained in force, and provide certificates of all policies of insurance to the Landlord upon renewal of any such policy and upon request from time to time by the Landlord.

6.6 Fire and Liability Insurance During Construction

(1) The Tenant shall obtain or shall cause its contractor or contractors to obtain prior to the commencement of construction of the Improvements, and shall maintain and keep in force until the insurance required under Article 9 has been obtained, insurance as stated in the Canadian Construction Documents Committee Stipulated Price Contract 2008 Standard Contract specifically Part 11 Section 11.1 titled Insurance and the attached CCDC 41 extension to the standard Contract dated January 21st, 2008.

6.7 Landlord Consents and Assurances

Subject to the terms hereof, the Tenant shall have the right to develop and manage the Lands subject to compliance with all Applicable Law, and the Landlord shall provide all reasonably necessary consents, authorizations and approvals, and enter into all reasonably necessary agreements as may be required for such purpose including as to any re-zoning, variances and site plan approvals which are sought by the Tenant for the purpose of constructing and operating the Improvements on the Lands, so long as the aforesaid do not result in any expense or obligation of the Landlord in respect of which the Landlord is not fully indemnified, and provided the Landlord has received from the Tenant such security, if any, for any such liability, which the Landlord, acting reasonably, determines is required, in such form, amount and at such times as the Landlord may reasonably require, and so long as the Improvements contemplated by such agreements are in compliance with the terms hereof.

6.8 Construction of Access Road

The Tenant shall at the Tenant's sole cost, liability and expense, provide an entrance, curb cut and sidewalk to create a new road access and entrance to the Landlord's property at Northern Avenue East, up to the point of the Landlord's property line (the "New Access Road").

Following completion of the New Access Road, the Landlord shall take over and extend the new road access and entrance thereafter onto the Landlord's lands adjacent to the New Access Road in such manner as the Landlord deems appropriate in its sole discretion at the Landlord's sole liability and expense as shown in the area on the diagram entitled "Proposed Sault College Road Extension" attached as Schedule "B" to this Agreement. The parties acknowledge and agree that the work set out herein shall be

completed at the time the Tenant completes the Northern Avenue resurfacing and road diet projects.

Article 7 — Ownership, Maintenance and Repair

7.1 Ownership of Improvements and Fixtures

(1) The Landlord and the Tenant agree that the title to and ownership of the Improvements and all alterations, additions, changes, substitutions, or improvements thereto shall at all times during the Term be vested in the Tenant, notwithstanding any rule of law as to the immediate vesting of the title to and ownership of the Improvements in the Landlord as owner of the freehold Lands. The title to and ownership of the Improvements shall not pass to or become vested in the Landlord until the expiration of the Term either by forfeiture, default, or lapse of time under the terms of this Lease, in which event the Improvements shall become the absolute property of the Landlord free of all encumbrances.

(2) Upon the expiry or earlier termination of this Lease, the Tenant shall remove from the Lands all of the Improvements and all fixtures or equipment installed in buildings on the Lands or on the Lands or portion of the Lands by the Tenant whether or not such fixtures or equipment are fastened to the buildings or to other improvements located upon the Lands and regardless of the manner in which they are so fastened, restoring the Lands to the base condition in which they were provided to the Tenant prior to the Commencement Date, performing any necessary grading as required to the Lands, provided however that under no circumstances shall any Improvements, fixture or equipment be removed:

- (a) prior to termination of the Term if such fixture or equipment is used in the operation of any building or improvement upon the Lands unless the same is coincidentally being replaced or unless such removal is by reason of the termination or expiry of a sublease; or
- (b) if the removal of such fixture and equipment would result in impairment of the structural strength of any building or improvement upon the Lands,

unless the Landlord has given its prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. The Tenant shall fully repair any damage occasioned to the Lands by the removal of any such Improvements fixtures and equipment at the expiry or earlier termination of this Lease.

(2) The provisions of Section 7.1(1) shall not be construed to prevent the Tenant from conferring on lessees or occupants of the Improvements the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by lessees, and which are not part of the structure or any essential part of the Improvements or any building services. The Tenant shall make good, or shall cause the lessees to make good, all damage to the Improvements or building services caused by any removal of the Tenant's fixtures.

(3) Provided the Tenant is not in default, the Tenant may from time to time remove such tenants' fixtures in the ordinary course of its business or in the event of any Changes made pursuant to this Lease, provided that the Tenant shall, except upon the expiration or termination of the Lease, cause the Tenant's fixtures to be replaced with fixtures having a value and utility at least equal to that of the fixtures so removed, considering the need to replace obsolete or defective fixtures and to substitute improved fixtures, and the consequences of any reconstruction, changes and alterations to the Improvements.

7.2 Maintenance and Repair of Lands and Improvements

The Tenant shall, at its own cost and expense, during the entire Term and any extension thereof, keep in good order and condition the Lands and Improvements, and the appurtenances and equipment thereof, both inside and outside, including, but not limited to snow removal from all walkways, driveways and roads for ingress and egress to and from the Lands only, fixtures, walls, foundations, roofs, vaults, elevators and similar devices, heating and air-conditioning equipment, sidewalks on the Lands or the yards and area ways, water and sewer mains and connections, water, gas and electric pipes and conduits, and all other fixtures in and appurtenances to the Lands and Improvements and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and shall make any and all necessary repairs, replacements, substitutions, improvements and additions, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, subject to reasonable wear and tear and force majeure as set out in Section 15.1. Such repairs shall be completed in a good and workmanlike manner and in all respects consistent in quality and workmanship appropriate for a similar project in the vicinity, and shall meet the requirements of municipal or governmental regulations and the fire insurance underwriters.

7.3 Inspection by Landlord

The Landlord, its servants, agents and contractors shall be entitled to enter upon the Lands and Improvements at any time during normal business hours, on reasonable prior notice, for the purpose of inspecting the Lands and Improvements. The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord shall take reasonable precautions and attempt to schedule such inspections so as not to unreasonably interfere with the operation of any subtenant's business and to minimize interference with the Tenant's use and enjoyment of the Lands and Improvements.

7.4 Major Repairs or Replacements

(1) The Tenant shall not make any repairs, additions, alterations, replacements or improvements ("Changes") to or of any part of the Improvements or any other portions of the Lands where the Changes materially affect the appearance or character of the exterior of the Improvements or to other exterior portions of the Lands, without first obtaining the Landlord's written approval, which shall not be unreasonably withheld. In determining whether or not to grant its consent to the Changes, the Landlord shall have regard to

whether the Tenant has forwarded satisfactory evidence and assurance to the Landlord that the following criteria shall be satisfied, namely, that:

- (a) the Changes shall comply with all Applicable Law, including all by-laws, zoning regulations, other governmental requirements and the requirements of the Tenant's fire insurance underwriters;
- (b) the Changes shall not weaken or endanger the structure of the Improvements;
- (c) the Changes are in keeping with the overall appearance and aesthetic of the Landlord's buildings, lands and premises; and
- (d) the Changes are in keeping with the Permitted Use.

(2) The Changes shall be constructed by the Tenant, at the Tenant's sole cost and expense, in a good and workmanlike manner, using first-class materials. Before requesting (where required) the Landlord's approval of any Changes, the Tenant shall submit to the Landlord conceptual plans of the proposed Changes for the Landlord's approval. Within ten (10) days after receiving such plans from the Tenant, the Landlord shall advise the Tenant in writing whether or not it approves of the Changes, and if not, request modifications to such plans and other items. Within ten (10) days after the Tenant receives the Landlord's request, the Tenant shall submit revised plans and other similar material for the Landlord's approval, and the parties agree to negotiate in good faith to modify the proposed Changes in order to obtain the Landlord's consent thereto within the limits of the Landlord's rights to withhold consent set out in this Section 7.4.

7.5 Waste, Nuisance

The Tenant shall not commit or suffer any waste or injury to the Lands and Improvements or any part thereof save and except any demolition and alteration respecting the Improvements on the Lands as herein permitted, and shall not use or occupy or permit to be used or occupied the Lands and Improvements or any part thereof so as to constitute a nuisance or for any illegal or unlawful purpose, nor in any manner which may contravene any lawful restrictions of the use thereof by any municipal or governmental authorities. The Tenant shall at all times, at its own expense, keep the driveways, roads, sidewalks, curbs and passageways adjacent to the Lands and Improvements clean from rubbish, ice and snow and shall not encumber or obstruct the same or allow the same to be encumbered or obstructed in any manner. The Tenant shall not injure or disfigure the Lands and Improvements or permit the same to be injured or disfigured in any way save and except as herein permitted.

7.6 Services

The Tenant covenants that it shall install or cause to be installed all municipal services required to be constructed and installed in connection with any development of the Lands, and shall pay all levies, imposts, deposits and charges required by the municipality or any public utility or other authority having jurisdiction, which services may be installed as local improvements on the Lands. The Tenant shall indemnify and save harmless the Landlord

of and from all claims and demands relating to such services as it relates to the Lands, it being the intention of the parties that the Landlord shall not be required at any time to pay any levies, imposts, deposits or other charges whatever in connection with the servicing or preparation of the Lands from time to time for building, use or occupancy. Without limiting the generality of the foregoing, the Tenant shall, at its own expense, install or cause to be installed paved roadways, sanitary sewers, storm sewers, sidewalks, curbs, street lighting, water pipes and underground hydro facilities as may be required by the municipality or other relevant authorities. The Tenant further covenants that it shall construct, renew and repair all services with respect to the Lands and Improvements as the municipality, utilities or other relevant authorities shall require from time to time without expense to or contribution from the Landlord.

7.7 Lien Claims

The Tenant shall endeavor to ensure that no liens are registered against the Lands for any labour or materials furnished to, or with the consent of, the Tenant, its agents or contractors, in connection with any work performed or claimed to have been performed on the Lands or Improvements by or at the direction or sufferance of the Tenant. In the event that a lien is registered, the Tenant shall have the right to contest the validity of, or the amount claimed under or in respect of, any such lien if such contesting shall involve no forfeiture, foreclosure or sale of the Lands or any part thereof but, until a final determination of such contest, the Tenant shall not be required to cause such lien to be discharged and released until after a final determination, at which time the Tenant shall cause such lien to be discharged.

Article 8 — Use, Compliance with Laws

8.1 Use

The Tenant covenants that it shall not use and shall not permit the Lands to be used for any purpose other than as described Subsection 1.1(i) hereof. The Tenant acknowledges that the Landlord is making no representation or warranty as to Tenant's ability to use the Lands for its intended use and the Tenant shall, prior to executing this Lease, perform such searches and satisfy itself that its use is permitted under all Applicable Law.

8.2 Compliance with Laws

The Tenant covenants that at all times the use made of the Improvements shall be in conformity with all Applicable Law, including all of the requirements of the zoning by-laws and any other municipal or governmental regulations which may affect the Lands. The Tenant shall comply with all police, fire and sanitary regulations imposed by any municipal or provincial or federal authorities or recommendations or requirements made by fire insurance underwriters, and observe and obey all municipal and governmental regulations governing the conduct of any businesses carried out on the Lands and Improvements or with respect to the use of the Lands and Improvements. The Tenant shall indemnify and save the Landlord harmless against any and all liabilities, claims, damages,

interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitor's fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising out of non-compliance with or violation of any of Applicable law, including from any liability for costs for damage or injury to any person or property resulting therefrom on and after the start of the Construction Period if same relates to the Lands and/or the Improvements.

Article 9 — Insurance, Indemnity and Environmental

9.1 Tenant's Indemnity

Subject to the Landlord's obligations under this Article 9 and except for the negligence or willful misconduct of the Landlord, throughout the Construction Period and the Term and any extension thereof, the Tenant covenants and agrees to indemnify and save the Landlord harmless against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitor's fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising from:

- (a) any breach, violation or non-performance of any covenant, condition or agreement set forth in this Lease on the part of the Tenant to be fulfilled, kept, observed or performed
- (b) any act or omission of the Tenant; and
- (ci) any injury to any licensee, invitee, agent or employee of the Tenant, including death resulting at any time therefrom, occurring in or about the Lands or Improvements,

If the Landlord, without any negligence on its part, is made a party to litigation begun by or against the Tenant, the Tenant will indemnify and hold harmless the Landlord and pay all costs, expenses and legal fees incurred or paid by the Landlord in connection with the litigation. The provisions of this Section shall survive the expiry or earlier termination of this Lease.

9.2 Release of Landlord

Except to the extent caused by the negligence or willful misconduct of the Landlord, the Tenant agrees that Landlord shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on or about the Lands.

Except to the extent of any damages caused by the negligence or willful misconduct of the Landlord, all property kept or stored in or about the Lands shall be at the sole risk of Tenant and Tenant shall indemnify Landlord and save it harmless in respect of the same. Without in any way limiting or affecting the generality or interpretation of the foregoing provisions of this Section, and notwithstanding the foregoing provisions of this Section,

Landlord shall in no event be liable for any indirect or consequential damages suffered by Tenant or any others.

9.3 Landlord Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the Tenant acknowledges and agrees, that:

- (a) The remedies, recourse or rights of the Tenant shall be limited to the Landlord and to the right, title and interest owned by the Landlord in and to all of Landlord's personal property;
- (b) Tenant unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Lease, and agrees that it shall have no remedies, recourse or rights in respect of the Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than the Landlord and its assets; and
- (c) The Landlord's maximum aggregate liability for any and all claims and damages arising out of or related to this Lease, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed \$2,000,000.00.
- (d) The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances.

The Tenant expressly acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

9.4 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance and to furnish to the Landlord upon request a certificate or other proof of the following insurance:

- (a) fire and extended perils under a standard extended form of fire insurance policy, in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar project, having regard to the size, age and location of the project on the Lands and such insurance shall add the Landlord as an "Additional Insured" as their interest may appear;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with

respect to the Lands, written on a comprehensive basis with inclusive limits of at least ten million dollars (\$10,000,000) for each occurrence and such insurance shall add the Landlord as an "Additional Insured";

- (c) broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to any boilers and machinery upon the Lands or relating to or serving the Lands and such insurance shall add the Landlord as an "Additional Insured" as their interest may appear; and
- (d) any other form of insurance with whatever limits the Tenant, the Landlord, acting as a prudent owner, or any Mortgagee reasonably requires from time to time, in such form and amounts and for risks against which a prudent tenant under similar circumstances would insure.

(2) All public liability insurance shall contain a provision for cross liability or severability of interest as between the Landlord and the Tenant. The Tenant shall obtain, from the insurers under the building coverage, undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, upon written request, certificates of all such policies.

9.5 Insurers

All contracts of insurance required to be maintained under the provisions of this Lease shall be with a company or companies licensed to do business within the province in which the Lands are located and ordinarily engaged, *inter alia*, in the business of insuring against the risks herein described.

9.6 Evidence of Insurance

The Tenant shall furnish the Landlord with certificates or other acceptable evidence of all required insurance upon renewal of each policy and otherwise promptly upon request from the Landlord. Such insurance shall show the Landlord as a named insured and shall provide for a waiver of subrogation among insureds, and liability insurance shall provide for severability of interests and cross liability among insureds.

9.7 Environmental

- (1) For the purposes of this Section:
 - (a) "Environmental Laws" shall mean all statutes, laws, by-laws, regulations, codes, orders, environmental penalties, tickets, notices, standards, guidelines, criteria, policies and directives, approvals, licences and permits now or at any time hereafter in effect, made or issued by any municipal, provincial or federal government, or by any department, agency, tribunal, board or office thereof, or any other agency or source whatsoever, (collectively, an "Authority"), regulating, relating to or imposing liability or

standard of conduct concerning the natural or human environment (including air, land, surface water, groundwater, waste, real and personal property, moveable and immovable property, sustainability, building, operations, recycling or resource consumption), public or occupational health and safety and the manufacture, importation, handling, use, reuse, recycling, transportation, storage, disposal, elimination and treatment of a substance, hazardous or otherwise; and

- (c) "Hazardous Substance" means (i) any solid, liquid, gaseous or radioactive substance (including radiation) which, when it enters into the Lands or the Improvements exists in the Lands or the Improvements or is present in the water supplied to the Lands or the Improvements, or when it is released into the environment from the Lands or the Improvements or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to any other property or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, polychlorinated biphenyls ("PCBs"), fungal contaminates (including, without limitation and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane ("DDT"), polychlorinated biphenyls, chlorofluorocarbons ("CFCs"), hydro-chlorofluorocarbons ("HCFCs"), volatile organic compounds ("VOCs"), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws or that does not meet any prescribed standard or criteria made under any Environmental Laws now or hereafter enacted or promulgated by any Authority, or (iii) both (i) and (ii) above.

(2) The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Lands for the sale, storage, manufacture, disposal, handling, treatment, use or any other dealing with any Hazardous Substance, without the prior written consent of the Landlord, which may be unreasonably withheld. Without limiting the generality of the foregoing, the Tenant shall in no event use, and does not plan or intend to use, the Lands to dispose of, handle or treat any Hazardous Substance in a manner that, in whole or in part, would cause the Lands or the Improvements or any adjacent property to become a contaminated site under Environmental Laws;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands;

- (c) to promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit or report relating to the Lands conducted by or for the Tenant;
- (d) to promptly notify the Landlord in writing of any release of any Hazardous Substance as a result of the Tenant's activities and use of the Lands for the Permitted Purpose, or any other occurrence or condition at the Lands, the Improvements or any adjacent properties which could contaminate the Lands or the Sault College Campus or subject the Landlord or the Tenant to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (e) on the expiry or earlier termination of this Lease or required by any governmental authority pursuant to Environmental Laws, to remove from the Lands all Hazardous Substances that are present on the Lands as a result of the Tenant's activities and use of the Lands for the Permitted Purpose, and to remediate any contamination of the Lands, the Improvements or any adjacent properties resulting from Hazardous Substances, in either case brought onto, used at or released from the Lands by the Tenant or any person for whom it is in law responsible. The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant shall provide to the Landlord full information with respect to any remedial work performed pursuant to this section. The Tenant shall use a qualified environmental consultant approved by the Landlord to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates from the applicable governmental authority in respect of the remediation as are required under Environmental Laws or required by the Landlord, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry. All such Hazardous Substances shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Lands or the Improvements; and
- (f) to indemnify the Landlord and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including all consulting and legal costs on a solicitor-client basis and the cost of remediation of the Lands, the Improvements and any adjacent properties) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Section by the Tenant; or

- (ii) any release or alleged release of any Hazardous Substances at or from the Lands related to or as a result of the use and occupation of the Lands, or any act or omission of the Tenant or any person for whom it is in law responsible, including its employees, agents, contractors, subtenants, permittees and licensees.

The obligations of the Tenant under this Section shall survive the expiry or earlier termination of this Lease. The obligations of the Tenant under this Section are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Lease.

Article 10 — Quiet Enjoyment

10.1 Quiet Enjoyment

The Tenant, upon paying the Rent hereby reserved and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall exclusively and peaceably enjoy the Lands for the Construction Period and the Term and any extension thereof for the Permitted Use.

Article 11 — Transfers

11.1 Restriction on Tenant Transfers

- (a) The Tenant shall not undertake or permit any Transfer of the Lands or this Lease in whole or in part. Tenant shall not assign this Lease in whole or in part and shall not sublet or part with or share possession of all or any part of the Lands (or the Improvements) and shall not grant any concessions, franchises, licences or other rights to others to use any portion of the Lands (all of the foregoing being hereinafter individually or collectively referred to as “Transfer”; a party making a Transfer is referred to as a “Transferor” and a party taking a Transfer is referred to as a “Transferee”) without the prior written consent of Landlord in each instance, which consent may be unreasonably withheld in the Landlord’s sole discretion.
- (b) If Landlord withholds, delays or refuses to give consent to any Transfer, Landlord shall not be liable for any losses or damages in any way resulting therefrom and Tenant shall not be entitled to terminate this Lease or exercise any other remedy whatever in respect thereof except to seek the order of a court of competent jurisdiction compelling Landlord to grant any such consent which Landlord is obliged to grant pursuant to the terms of this Lease.
- (c) No Transfer may be made other than pursuant to an agreement in writing of which a copy is given to Landlord together with the request for consent.

The provisions of this Section shall apply to any Transfer which might occur by operation of law.

- (d) No consent of Landlord to a Transfer shall be effective unless given in writing and executed by Landlord under seal and no such consent shall be deemed or presumed by any act or omission of Landlord or by Landlord's failure to respond to any request for consent or by Landlord's accepting any payment of any amount payable hereunder from any party other than Tenant.
- (e) Every Transferee shall be obliged to comply with all of the obligations of Tenant under this Lease. Tenant shall enforce all of such obligations against each Transferee. Any default of any Transferee shall also constitute a default of Tenant hereunder.

11.2 No Mortgage of Lease

Tenant shall not assign, sublet, mortgage, charge or otherwise transfer the Lands or this Lease for the purpose of securing any loan or the repayment thereof by Tenant or any other obligation of Tenant.

11.3 Landlord Transfers

Landlord shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the Lands or any part thereof and to assign this Lease and any interest of Landlord pursuant to this Lease without any restriction. If Landlord shall sell, lease, convey, mortgage or otherwise dispose of the Lands or any part thereof or shall assign this Lease and any interest of Landlord pursuant to this Lease, then to the extent that the purchaser or assignee agrees with Landlord to assume the covenants and obligations of Landlord hereunder, Landlord shall thereupon and without further agreement be released of all liability pursuant to the terms of this Lease. This Lease shall not be affected by any such sale, lease, conveyance, mortgage or other disposition and Tenant agrees to attorn to Landlord's successor in interest. In the event that the Landlord sells the portion of its property comprising the Lands during the Term or any subsequent renewal or extension thereof, the Landlord shall advise the Tenant and shall also ensure that the transaction facilitates this continuation of the Lease for the Term.

11.4 Subordination

This Lease shall be subordinate to any mortgages or charges created by the Landlord on the Lands and the Tenant shall, at the request of the Landlord, execute such reasonable documents as may be required to postpone its rights to the holder of any such mortgage or charge. The Landlord covenants to obtain an agreement from the holder of each such mortgage or charge recognizing and consenting to this Lease and agreeing that so long as the Tenant observes and performs the terms of this Lease, the Tenant shall be

permitted to continue to occupy the Lands without interference by the holder of such mortgage or charge.

Article 12 — Damage and Destruction

12.1 Damage or Destruction of Improvements

The complete or partial destruction or damage, by fire or other casualty, of the Improvements shall not, except as provided herein, terminate this Lease or entitle the Tenant to surrender possession of the Lands or to have or to demand any abatement or reduction of the Rent or other charges payable under this Lease.

12.2 Damage, Destruction and Restoration of Improvements

The Tenant covenants and agrees that, following the damage or destruction of any of the Improvements, it shall advise the Landlord of its intention to repair, reconstruct or otherwise replace such damaged or destroyed improvements. All insurance moneys shall be made available to the Tenant pursuant to the terms of this Lease to pay for the cost of such restoration, reconstruction and repair and, should the insurance moneys be insufficient to pay the entire cost, the Tenant shall as soon as practicable advise the Landlord of its intention regarding the Improvements. In the event of material and substantial damage or destruction of the Improvements on the Lands, the Tenant may elect to terminate this Lease by notice to the Landlord within 30 days following the material and substantial damage or destruction and the Tenant shall restore the Lands to the condition they were in immediately prior to the construction of the Improvements, and this Lease shall be deemed to have been terminated as of the date of such damage or destruction.

Article 13 — Default

13.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) the Tenant fails to pay any Rent on the day or dates appointed for the payment thereof and fails to pay the same, with interest, within fifteen (15) days of written notice to the Tenant of such failure; and/or
- (b) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Lease to be observed or performed by the Tenant and if so, the Landlord may, at any time thereafter, give notice of such failure to the Tenant; and if, such notice having been given by the Landlord to the Tenant, the Tenant shall either:
 - (i) if the matter complained of in such notice is capable of being remedied by the payment of money, correct the matter complained of within five (5) days of written notice to the Tenant of any such failure; or

- (ii) if the matter complained of in such notice is not capable of being remedied by the payment of money:
 - (A) remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease) of written notice to the Tenant of any such failure; or
 - (B) if such breach cannot reasonably be remedied within thirty (30) days or such shorter period, commence to remedy such breach within thirty (30) days of written notice to the Tenant of any such breach and thereafter proceed diligently to remedy such breach.
- (c) any of Landlord's policies of insurance on the Lands or any part or contents thereof shall be actually or threatened to be cancelled or adversely changed as a result of any use of or articles on or about or occupancy of or contents on the Lands;
- (d) Tenant shall purport to make a Transfer affecting the Lands, or the Lands shall be used by any person or for any purpose, other than in compliance with and as expressly authorized by this Lease;
- (e) Tenant or any other person occupying any portion of the Lands shall make an assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or make any proposal, assignment, arrangement or compromise with its creditors, Tenant makes any sale in bulk of any property on the Lands (other than in conjunction with a Transfer approved in writing by Landlord and made pursuant to all applicable legislation), or, if any steps are taken or action or proceedings commenced by any person for the dissolution, winding up or other termination of Tenant's existence or liquidation of its assets;
- (f) a trustee, receiver, receiver-manager, manager, agent or other like person shall be appointed in respect of the assets or business of Tenant;
- (g) Tenant attempts to or does abandon the Lands, or, following the expiry of the Construction Period, if the Lands shall be vacant or unoccupied without the prior written consent of Landlord; or
- (h) termination or re-entry by Landlord is permitted under any provision of this Lease or at law.

13.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Lands and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Lands and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. No entry by

- the Landlord shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Lands as agent of the Tenant to do any or all of the following:
 - (i) relet the Lands for whatever length of time and on such terms as the Landlord, in its discretion, may determine, and to receive the Rent therefor;
 - (ii) take possession of any property of the Tenant on the Lands, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Lands to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and, third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
 - (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Lands for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
 - (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Lands; and
 - (e) to recover from the Tenant the full amount of the current month's Rent together with the next three months' installments of Rent, all of which shall immediately become due and payable as accelerated rent.

13.3 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Lands at any time shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

13.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

13.5 Remedies Cumulative and Subsist

- (a) Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.
- (b) No waiver of any of Tenant's obligations under this Lease and no waiver of any of Landlord's rights hereunder in respect of any default by Tenant hereunder shall be deemed to have occurred or be given as a result of any condoning, excusing, overlooking or delay in acting upon by Landlord in respect of any default by Tenant or by any other act or omission of Landlord including, without limitation, the acceptance of any Rent less than the full amount thereof, the acceptance of any Rent after the occurrence of any default by Tenant, or any verbal or written statements or agreements made by any employee of Landlord other than an agreement in writing duly executed on behalf of Landlord by one of its personnel with ostensible authority to do so. No waiver of any of Tenant's obligations or any of Landlord's rights hereunder shall be effective except and only to the extent of any express waiver in writing duly executed on behalf of Landlord by one of its personnel with ostensible authority to do so. The waiver by Landlord of any default of Tenant or of any rights of Landlord in respect of any term, covenant or condition herein shall not be deemed to be a waiver of any subsequent default of Tenant or rights of Landlord in respect of such term, covenant or condition.
- (c) All Rent shall be paid by Tenant to Landlord without deduction, abatement or set-off whatsoever, except as and to the extent expressly permitted pursuant to the terms of this Lease, and Tenant hereby waives any rights of deduction, abatement or set-off available to it now or at any time in the future, including any right to deduction, abatement or set-off contained in any statute.

Article 14 — Settlement of Disputes

14.1 Settlement by an Expert

Where any dispute arises between the parties hereto as to any matter contemplated by or arising from the terms of this Lease, the parties may determine that the resolution of such dispute ought to be by recourse to a person generally recognized in the business community as having familiarity with and expertise in the matter which is the subject of the dispute (an “Expert”). If either party is of such view, it may give written notice to the other party to that effect, listing its choice of Expert. If, within ten (10) days after delivery of such written notice, the parties are able to agree to the use of an Expert for the resolution of the matter in dispute, to the person or persons to be the Expert(s) for such purpose, and as to the time period within which the Expert(s) is (are) to determine such matter, the matter shall be resolved on such basis and the decision of such Expert(s) shall be final and binding on the parties who shall bear equally the costs related to the procedures. If the parties do not agree to any or all of such items within the prescribed time period, the dispute shall not be resolved by an Expert.

14.2 Disputes Subject to Arbitration

Any dispute arising between the Landlord and the Tenant hereunder where recourse is expressly provided to arbitration, or any other dispute arising between the Landlord and the Tenant with regard to this Lease which the parties jointly determine in writing shall be resolved by arbitration, shall be resolved in accordance with Sections 14.3 and 14.4.

14.3 Initiation of Proceedings

Wherever any arbitration is permitted or required under this Lease, arbitration proceedings shall be commenced by the party desiring arbitration (the “Initiating Party”) giving notice to the other party (the “Responding Party”) specifying the matter in dispute and requesting that it be resolved. Within ten (10) days of receipt of such notice, the parties shall meet and shall consider whether they wish to have the dispute in question resolved by an Expert pursuant to Section 14.1 (unless the parties have already disagreed as to the use of an Expert). In the event that, within ten (10) days after such meeting, the parties agree to the use of an Expert and agree to the other matters referred to in Section 14.1, the dispute in question shall be resolved pursuant to Section 14.1. In the event that the parties do not agree as to the use of an Expert within such ten (10) day period, the parties shall attempt to agree upon an arbitration procedure within fifteen (15) days after the expiry of such ten (10) day period. If the parties cannot agree upon an arbitration procedure within such fifteen (15) day period, the Initiating Party shall, by written notice to the Responding Party, designate an arbitrator. The Responding Party shall, within fifteen (15) days thereafter, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two (2) arbitrators so appointed shall meet and select a third arbitrator acceptable to both of them. If the Responding Party fails to appoint an arbitrator within the fifteen (15) day period, then the arbitration will proceed before the arbitrator appointed by the Initiating Party who will act as a sole arbitrator. If the two (2) arbitrators so appointed are unable to

agree upon a third arbitrator, then the Initiating Party shall make an application to the appropriate court pursuant to the *Arbitration Act*, (Ontario) for the selection of a third arbitrator, and the provisions of the *Arbitration Act*, (Ontario) shall govern such selection.

14.4 Arbitration Procedure

When the conditions set out in Section 14.3 have been fulfilled, the resulting arbitration panel shall thereupon proceed to hear the submissions of the parties and shall render a decision within thirty (30) days after the appointment of the third arbitrator, if applicable. The decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and that decision shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both of the parties; however, each party shall bear its own witness and counsel fees.

Article 15 — General

15.1 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 15.1 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

15.2 Effect of Waiver or Forbearance

No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.

15.3 Notices

(1) Any notice required hereunder shall be in writing and any such notice and any delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1(a) or (b), as applicable and below, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of same or on the third (3rd) business day following the mailing of same, as the case may be. In the case of notice by email, notice shall be effective on the date the email was sent. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notices shall be delivered to the following persons:

TO THE TENANT:

Attention: Brent Lamming
Director, Community Services
The Corporation of City of Sault Ste. Marie
(705)759-5314
Email: b.lamming@cityssm.on.ca

TO THE LANDLORD:

Attention: Trevor Rising
Director, Facilities Management
Sault College of Applied Arts & Technology
(705)759-2554 Ext. 2842
Email: Trevor.Rising@saultcollege.ca

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.4 Registration

(1) The Tenant shall obtain a Reference Plan denoting the Lands at its expense. The parties shall cooperate to facilitate the registration of a Reference Plan regarding the Lands.

(2) The parties hereto acknowledge and consent to the registration of a short form notice of this Lease Agreement on the aforesaid Lands, at the Tenant's sole cost and expense. The Landlord shall execute any reasonable documentation necessary to facilitate the registration of this Lease Agreement on the Lands.

15.5 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

15.6 Severability, Subdivision Control

Should any Article or Section or part or parts of an Article or Section in this Lease be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Landlord agrees to co-operate with the Tenant in bringing such application.

15.7 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

15.8 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

15.9 Status Statement

Tenant shall, within ten (10) days after written request from Landlord, execute and deliver to Landlord, or to any actual or proposed lender, purchaser or assignee of Landlord ("Landlord Assignee"), a statement or certificate in such form as requested by Landlord stating with reasonable particularity such items stipulated in such form (if such is the case, or stating with reasonable particularity the manner in which such may not be the case) which may include, without limitation:

- (a) that this Lease is unmodified and in full force and effect, or particulars of any such modifications or stating that this Lease is not in full force and effect if such is the case;

- (b) the date of commencement and expiry of the Term and the dates to which Ground Rent and Additional Rent, including any prepaid rent have been paid;
- (c) whether or not there is any existing default by either party under this Lease and, if so, specifying such default;
- (d) particulars of any outstanding obligations, if any, or default, if any, under any other agreement between the parties which would affect the obligations of any of the parties pursuant hereto; and
- (e) agreement, confirmation or acknowledgement by Tenant that it will not agree to any amendment, surrender or early termination of this Lease and will not prepay any Rent by more than one (1) month beyond the specific terms hereof, without the prior written consent of any Landlord Assignee to which such statement or certificate is given.

Section 15.10 Electronic Submission and Counterparts

This Lease may be executed and delivered in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument. Delivery of acceptance of this Lease by facsimile, e-mail or functionally equivalent electronic transmission constitutes valid and effective delivery.

Section 15.11 Planning Act

This Lease is subject to compliance with the Planning Act, (or any future and applicable legislation enacted in lieu thereof), as and if applicable.

Section 15.12 Time of Essence

Time is of the essence of this Lease and all parts hereof.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have duly executed this Lease.

THE SAULT COLLEGE OF APPLIED
ARTS AND TECHNOLOGY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the College

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Per: _____
Name: Christian Provenzano
Title: Mayor

Per: _____
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation

SCHEDULE "A"

PRIVATE POWER LINE CROSSING – CROSSING PRIVATE
PROPERTY USER ACKNOWLEDGEMENT

See attached.



Schedule "A"

PRIVATE POWER LINE CROSSING - CROSSING PRIVATE PROPERTY USER ACKNOWLEDGMENT

Date: July 27, 2020

PUC SERVICES INC.
500 Second Line East
Sault Ste. Marie, ON P6A 6P2

This letter serves to acknowledge that I have entered into a pole-sharing arrangement

(the "Arrangement") with, The Sault College of Applied Arts and Technology (my "Neighbour") the owner of:

Lot #	Plan	Township of	
<u>443</u>	<u>Northen Avenue</u>	<u>Sault Ste Marie, ON</u>	<u>P6A 5L3</u>
Civic #	Street Address	City	Postal Code

Whereby my Neighbour is allowing me to build a private powerline located his/her property for the purpose of supplying electrical power to my property. The Arrangement is between my neighbour and myself, and does not involve PUC Distribution Inc. (PUC) in any way whatsoever. I will not involve PUC in any disputes regarding the Arrangements including, but not limited to, the discontinuance of the Arrangement or financial obligations due thereunder. Should my property be sold in the future, the responsibility of informing the purchaser of the Arrangement rests with me and not PUC.

Name (please print): The Corporation of the City of Sault Ste Marie
President to lease -> Parts 1-6 inclusive Plan IR 13646 City of Sault Ste Marie

Lot #	Plan	Township of	
<u>443</u>	<u>Northen Avenue</u>	<u>Sault Ste Marie, ON</u>	<u>P6A 5L3</u>
Civic #	Street Address	City	Postal Code

Signature(s): _____

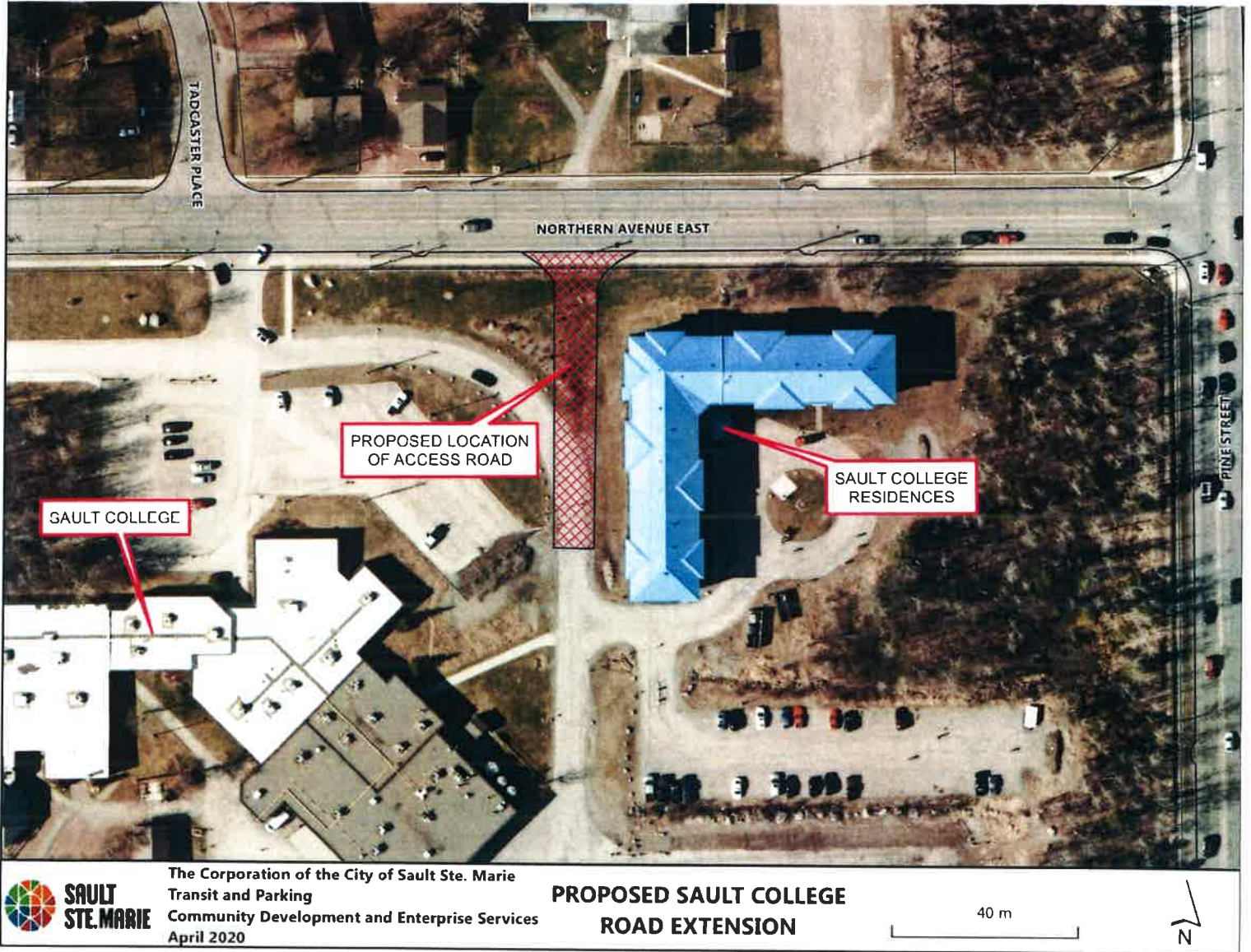
PUC Received Date: _____

SCHEDULE "B"

PROPOSED SAULT COLLEGE ROAD EXTENSION

See attached.

Schedule "B"



The Corporation of the City of Sault Ste. Marie
Transit and Parking
Community Development and Enterprise Services
April 2020

**PROPOSED SAULT COLLEGE
ROAD EXTENSION**

40 m



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-145

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 Agriculture, Food and Rural Affairs for funding under the Rural Economic Development 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 August 10, 2020 between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding under the Rural Economic Development 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 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

RURAL ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(the "Province")
- and -
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CRA # 122023120
(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including:

- Schedule "A" – General Terms and Conditions,
- Schedule "B" – Operational Requirements and Additional Terms and Conditions,
- Schedule "C" – Project Description,
- Schedule "D" – Project Financial Information,
- Schedule "E" – Reporting, and
- any amending agreement entered into as provided below,

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

IV. COUNTERPARTS

This 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.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Carolyn Hamilton
Title: Director, Rural Programs Branch

Date:

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name: Rachel Tyczinski
Title: Clerk, City of Sault Ste. Marie

August 10, 2020

Date:

Name: Honourable Christian Provenzano
Title: Mayor, City of Sault Ste. Marie

August 10, 2020

Date:

I/We have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“**Additional Terms And Conditions**” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Budget**” means the budget attached as section D.3 of Schedule “D” of this Agreement.

“**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 is closed for business.

“**Claim Submission Deadline**” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“Final Report” means a final Report on the Project in the form set out in Schedule “E.2” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“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, the Expiration Date, or the termination of this Agreement, whichever comes first; 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, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means any written documents setting out the criteria governing the operation of the Program.

“Holdback” means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

“Progress Update and Claim Statement” means a Report on the progress of the Project and claim for payment of all or a portion of the Funds in the form set out in Schedule “E.1” of this Agreement.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article 6 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient 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. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

3.8 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 Funding, Not Procurement. For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE 4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.

4.3 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

ARTICLE 5 CONFLICT OF INTEREST

5.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

5.2 Conflict Of Interest Includes. For the purposes of this Article, 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 Project, the use of the Funds or both.

5.3 Disclosure To The 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 impose as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

6.1 Preparation And Submission. The Recipient will:

- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement or in a manner specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
- (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) Ensure that all Reports are completed to the satisfaction of the Province; and
- (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.

6.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

6.4 Disclosure. To assist in respect of the rights set out under section 6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7 COMMUNICATIONS

7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule "B" of this Agreement.

7.2 Approvals Prior To Publication. The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its 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 the Province.

7.3 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

- (a) The Recipient's name;
- (b) A description of the Recipient's Project;
- (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
- (d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE 10 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

10.2 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province’s Election. The Province 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 this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b) of Schedule “A” of this Agreement; and
- (ii) Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule “A” of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

14.2 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 the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14.2(b) of Schedule "A" of this Agreement, 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.

14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule "A" of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) Demand the return of the unspent Funds; and
- (b) Adjust the amount of any further payments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

17.3 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.

17.4 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 referred to in section 18.1 of Schedule "A" of this Agreement.

17.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this 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.

17.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

**ARTICLE 18
NOTICE**

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18.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.

18.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 Postal Disruption. Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

**ARTICLE 19
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

19.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

20.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**ARTICLE 21
WAIVER**

21.1 Waivers In Writing. If a Party fails to comply with any term or condition of this 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 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

**ARTICLE 22
INDEPENDENT PARTIES**

22.1 Parties Independent. The Recipient acknowledges and agrees that it 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.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

23.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

24.1 Governing Law. This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE 25
FURTHER ASSURANCES**

25.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

**ARTICLE 26
JOINT AND SEVERAL LIABILITY**

26.1 Joint And Several Liability. Where the Recipient comprises 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 this Agreement.

**ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE**

27.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE 28
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES**

28.1 Recipient Acknowledges. The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

**ARTICLE 29
JOINT AUTHORSHIP**

29.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE 30
FAILURE TO COMPLY WITH OTHER AGREEMENT**

30.1 *Other Agreements.* If the Recipient:

- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

**ARTICLE 31
SURVIVAL**

31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

**ARTICLE 32
BPSAA**

32.1 *BPSAA.* For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]

SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

B.1.1 *Effective Date.* The Effective Date of this Agreement is: **May 19, 2020**

B.1.2 *Expiration Date.* The Expiration Date of this Agreement is: **June 30, 2022**

B.1.3 *Project Approval Date.* The Project Approval Date is the same as the Effective Date.

B.1.4 *Project Completion Date.* The Project Completion Date is: **June 30, 2021**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) the proposed extended date falls within the same Funding Year as the current Project Completion Date, and is at least 6 months prior to the Expiration Date
- (b) the request is made in writing to the address in s. B.1.7; and
- (c) the request is approved by the Province in writing.

Extensions of the Project Completion Date into another Funding Year, or which would result in the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.5 *Disposal Of Assets.* The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.

B.1.6 *Asset Retention Time Period.* For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.

B.1.7 *Submission Of Publications For Approval And Reports.* All Reports and Project-related publications under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Jane Widdecombe, Manager

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.8 *Recognition Of Provincial Support:* The Recipient shall include on all Project-related publication – whether written, oral or visual – graphic identifiers of the Program or a tag line which recognizes the support provided by the Program. This recognition is subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement

B.1.9 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the City of Sault Ste. Marie
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	800 Bay Street, P.O. Box 580 Sault Ste. Marie, Ontario P6A 3G4
Attention:	Carolyn Hamilton, Director	Kathy Fisher, Curator
Email:	RED@ontario.ca	k.fisher@cityssm.on.ca

or any other person identified by the Parties in writing through a Notice.

B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]

SCHEDULE "C" PROJECT DESCRIPTION

C.1 PROJECT NAME

Restoration of the Ermatinger Old Stone House

C.2 PROJECT STREAM

Strategic Economic Infrastructure Stream

C.3 PROJECT OBJECTIVE

Ermatinger Clergue National Historic Site through this project would restore some of the components in need or repair. The House is a designated historical building, and is one of the major tourism attractions in Sault Ste. Marie.

C.4 ACTIVITIES

Floor framing
Chimney restoration
Foundation restoration
Shutters
Portico
Professional Services
Windows

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule "B" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" FOLLOWS]

SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION

D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is twenty eight percent (28.11%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

D.1.2 "Maximum Funds". The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$95,000.00

D.1.3 Holdback. The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2020-21	\$0.00	\$9,000.00	\$140,500.00	\$97,000.00	\$246,500.00
2021-22	\$91,500.00	\$0.00	\$0.00	\$0.00	\$91,500.00
2022-23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ELIGIBLE COSTS UP TO					\$338,000.00

D.3 BUDGET

D.3.1 The Budget. The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM
1.	Floor framing
2.	Chimney restoration
3.	Foundation restoration
4.	Shutters
5.	Portico
6.	Professional Services
7.	Windows
TOTAL ELIGIBLE COSTS UP TO	
\$338,000.00	

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
City of Sault Ste. Marie	\$243,000.00

RED Funding	\$95,000.00
TOTAL ELIGIBLE COSTS	\$338,000.00

D.4 CLAIM SUBMISSION DEADLINES

D.4.1 Claim Submission Deadlines. The Recipient shall submit requests for payment as follows:

- a completed Progress Update and Claim Statement form shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date;
- additional requests for payment may be made at any time by submitting a completed Progress Update and Claim Statement form; and
- the final claim statement shall be submitted on a completed Progress Update and Claim Statement form within 3 months after the Project Completion Date.

In addition to the rights of the Province under this Agreement, including under section 3.2 of Schedule A, the Province reserves the right not to pay the claim if the Recipient does not submit a Progress Update and Claim Statement form in accordance with subsections D4.1(a) or (b), or if a claim is submitted after the Province has approved the Final Report.

D.5 PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2020-21	\$246,500.00	\$69,282.54
2021-22	\$91,500.00	\$25,717.46
2022-23	\$0.00	\$0.00
TOTAL	\$338,000.00	\$95,000.00

D.6 ELIGIBLE COSTS

D.6.1 Eligible Costs. Eligible Costs are those costs that are:

- incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- paid by the Recipient to an Arm's Length third party;
- consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- if related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.8; and
- in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

The Province may in its sole and absolute discretion approve other costs as Eligible Costs if such costs are, in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and such costs are approved in writing by the Province prior to being incurred and paid.

D.7 INELIGIBLE COSTS

D.7.1 *Ineligible Costs.* Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.6.1 or were not approved by the Province in writing before the Recipient incurred the costs or are costs that are identified as “Ineligible Costs” in the Guidelines from time to time. Ineligible Costs are not eligible for funding under this Agreement.

D.8 TRAVEL AND MEAL COSTS

In order to be considered Eligible Costs, travel and meal costs must be identified in section D.3.1 and must be incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is funded by the Funds.

D.8.1 *Public Transit.* Local public transportation including hotel/airport shuttles must be used wherever possible. A transit pass or passes, must be purchased where available and appropriate.

D.8.2 *Rental Vehicles.* The lowest cost model should be rented. Any exceptions must be documented and approved prior to the rental; and should be guided by the principle that the rental vehicle is the most economical and practical size, considering the business purpose, number of occupants, safety (including weather) considerations and any reasonable accommodation requirements. Luxury and premium vehicles are not permitted. To avoid higher gasoline charges, the rental car should be refueled before returning it

D.8.3 *Personal Vehicle.* If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:

- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
- (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
- (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
- (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
- (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.

D.8.4 *Parking.* Necessary and reasonable parking expenses incurred while conducting Project-related activities.

D.8.5 *Air and Rail Travel.* Air and rail travel must be the most practical and economical way to travel. The lowest fare available is the standard. Business class is only appropriate on a train in limited circumstances such as;

- (a) The need to work with a team;
- (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
- (c) Accommodation requirements; and
- (d) Health and safety requirements

D.8.6 *Taxis and Ride-hailing Services.* Taxis and ride-hailing services may be justified in cases where:

- (a) group travel is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
- (b) there is an unusually tight schedule for meetings

- D.8.7 Accommodations.** Reimbursement can be made for single accommodation in a standard room. Reimbursement for hotel suites, executive floors or concierge levels is not permitted. To lower the costs of accommodation, consideration should be given to accommodation outside of downtown areas. Penalties incurred for non-cancellation of guaranteed hotel reservations are not Eligible Costs. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family. A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.
- D.8.8 Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.
- D.8.9 Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for food eaten in a restaurant or for the purchase of prepared food only.

Meal Rates in Canada: (include taxes and gratuities)

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

These rates should also be used as the maximum amount per person for any centrally purchased meals.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "E" FOLLOWS]

SCHEDULE “E” REPORTING

E.1 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

	Name of Report	Due Date
1.	Progress Update and Claim Statement	The Progress Update and Claim Statement will be completed in the form set out in Schedule “E.1” and shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date. A Progress Update and Claim Statement form must be submitted even where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date using the Progress Update and Claim Statement form (Schedule “E.1”).
3.	Final Report	The Final Report in the form set out in Schedule “E.2” is to be completed and submitted to the Province on or before: November 30, 2021
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E.1” FOLLOWS
THEN SCHEDULE “E.2” FOLLOWS THAT]**

Schedule "E.1"
Rural Economic Development Program
Progress Update and Claim Statement



Part 1 - Project Information

File No.: RED5 -	Project Title:	Date:
Part 2 - Recipient Information		
Legal Name of Recipient (must match the legal name on the Agreement):	Project Representative:	Title:
Telephone:		Email:
Part 3 - Certification		
<p>1. The information provided herein and in any document attached is accurate and complete, and being relied upon by the Province to provide Funds in respect of the Project; and the Recipient is in compliance with all of the terms and conditions of the Contribution Agreement for the Project ("Agreement") and the Project is being carried out in accordance with all Requirements of Law;</p> <p>2. The Project as described in the Agreement will be completed by the Project Completion Date as set out in the respective schedule of the Agreement;</p> <p>3. There has been no overlap of funding for the Project under this Agreement and the total amount of combined provincial and federal funding does not exceed 90% of the total Eligible Costs actually incurred and paid by the Recipient;</p> <p>4. All costs listed in Part 6 are Eligible Costs and have been incurred and paid in full in accordance with the terms of the Agreement;</p> <p>5. No Funds were used for ineligible Costs;</p> <p>6. There have been no overpayments by the Province or any other organization or government; and</p> <p>7. The undersigned confirms the statements set out in paragraphs 1 to 7 above are true and accurate as of the date set out below.</p>		

Part 4 - Claim Information

Claim #:	Period Covered by this Claim:	Final Claim - Yes/No:
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Signature: _____ Date: _____

This Schedule "E.1" must be submitted by email, mail, courier, or personal delivery to the address referred to in Section B.1.7 of Schedule "B" of the Agreement.

Please include all invoices listed in Part 6.

Please submit an electronic Excel copy of this completed Schedule.

To request access to the Online Claims Portal please email us at: RED@ontario.ca

All capitalized terms have the meaning assigned to them in the Contribution Agreement for the Project.

Part 5 - Project Progress Update

Please note that this progress update section must be completed in order for the Province to process payments, unless this is your final claim and you are submitting the Final Report.

Agreement Start Date	Project Completion Date (as per Agreement)	Expected Completion Date of Project	Is the project on track - Yes/No: (If Yes, provide progress details to date and describe what has been completed or achieved during the period. If No, provide an explanation and details as to why and contact your Project Analyst to discuss potential impacts and actions to resolve (i.e. changes to workplan, completion date etc.)
mmm - dd - yyyy	mmm - dd - yyyy	mmm - dd - yyyy	Yes / No:

Part 6 - Eligible Costs being claimed for reimbursement

Invoice #	Dates of Invoice(s) (YYYY/MM/DD)	Vendor Name	Period of Invoice (YYYY/MM/DD)		Budget - Eligible Cost Item (Schedule "D.3.1" of the Agreement)	Invoice Amount	Tax	Net Claim Amount (less tax)	Paid (Yes/No)	Method of Payment (e.g. cheque #, VISA)
			From	To						
						\$	\$	\$		
						\$	\$	\$		
						\$	\$	\$		
						\$	\$	\$		
						\$	\$	\$		
						\$	\$	\$		
						\$	\$	\$		
TOTAL						\$	\$	\$		

SCHEDULE “E.2” FINAL REPORT

File No.:

Project Title:

Project Completion Date (YYYY/MM/DD):

Date of Final Report (YYYY/MM/DD):

Project Recipient (Full Legal Name):

This Final Report is to be completed and submitted to the Province **on or before the “Final Report Due”** date identified under section E.1 of Schedule “E” of the agreement between the Recipient and Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (“OMAFRA”) with respect to the project (the “Agreement”). All capitalized terms used in this Final Report have the meaning assigned to them in the Agreement unless they are defined differently in this Final Report.

Please contact your Project Analyst should you have any questions when completing this Final Report.

Section 1: Project Details

1.1 Was the Project completed as described in Schedule “C” of the Agreement?

Yes No

1.2 Project Variances (if applicable)

If the Project was not completed as described in Schedule “C” of the Agreement, please describe the variances below (e.g. variances in project scope, schedule, spending etc.) and provide a rationale for the variances.

Section 2: Impacts and Outcomes

In your application you indicated that the project would provide certain benefits and have certain outcomes. Please report on each of these as indicated below.

2.1 Project Impacts

Describe how the Project directly benefited rural Ontario. Include impacts the project had across multiple communities, sectors and across parts of a value chain.

2.2 Economic Barriers

Describe how the Project reduced and/or removed existing barriers to economic development and reference any plans or studies where these have been identified (include both the number and description).

of barriers addressed:

Description of barriers:

2.3 Sustainability

Describe how the project's outcomes have/will continue to contribute to longer-term economic development outcomes after the RED program funding has ended.

2.4 Project Oversight

Describe the resources and skills used to manage and complete your project (including previous project management experiences).

2.5 Outcomes

Please enter a brief description, reporting on the results, and provide quantitative and qualitative statistics where applicable.

i. Jobs created and/or retained

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

	Temporary (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs Created			
Jobs Retained			

- Provide details to substantiate the job numbers.

ii. Investment attracted or retained

- Describe in detail how the project led to the attraction and retention of investments in rural Ontario, and how it is being measured.

iii. Businesses attracted, retained and/or expanded

- Describe in detail how the project led to the attraction, retention and/or expansion of businesses to the area in rural Ontario, and what results were achieved.

iv. Enhanced strategic economic infrastructure

- Describe in detail how the project advanced economic development and investment opportunities in rural Ontario, and the results achieved.

v. Regional partnerships that drive growth

- Describe in detail how the project worked with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth.

vi. Please complete this section if Signage was required by section B.1.8 of Schedule “B” of the Agreement.

Recognition of the Rural Economic Development program’s support

- A permanent sign has been installed recognizing the Program’s financial support of the Project and the design of the sign and its location has been approved by the Province.

Yes No

Please submit a photo of the signage as an attachment with the Final Report.

Section 3: Financial Information

Approved Total Eligible Costs:

Eligible Cost Item	Budgeted Costs	Actual Costs	Variance
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
GROSS ELIGIBLE COST	\$	\$	\$
Less HST (if included in the above numbers)	\$	\$	\$
TOTAL NET ELIGIBLE COSTS*	\$	\$	\$

* Total Net Eligible Cost should match the approved amount noted above.

Section 4: Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5: Service Experience

1. Please indicate the extent to which you agree or disagree with the following statements.

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
a. Once the Project was approved, I received all the information needed to proceed to the next step of the project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. The claim forms were easy to understand and complete.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I was able to reach appropriate OMAFRA staff without difficulty.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. OMAFRA staff were knowledgeable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. I received consistent information from OMAFRA staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. OMAFRA staff were courteous	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?

Very Dissatisfied	Dissatisfied	Neither Satisfied nor Dissatisfied	Satisfied	Very Satisfied
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. Overall, how satisfied were you with the service you received while implementing the Project?

Very Dissatisfied	Dissatisfied	Neither Satisfied nor Dissatisfied	Satisfied	Very Satisfied
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?

To a Great Extent	Somewhat	Very Little	Not at All
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Overall, did you find working in the portal fairly easy to understand?

Very Easy	Somewhat	Not Easy	Did not use the Portal
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section 6: Certification and Signature

Disclosure of Information

Information submitted in this Final Report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*.

Certification

By checking off this box, you verify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government.
4. All costs that have been claimed as Eligible Costs have been incurred and paid in full in accordance with the terms of the Agreement.

Print Name

Title of Authorized Official

Date (YYYY/MM/DD)

Please review your answers and email the completed form to RED@ontario.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-146

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 Veterans Affairs for funding in the amount of \$24,986 to support the restoration of the Memorial Tower.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated August 10, 2020 between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Veterans Affairs, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding in the amount of \$24,986 to support the restoration of the Memorial Tower.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

COMMEMORATIVE PARTNERSHIP PROGRAM

CONTRIBUTION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Veterans Affairs
(hereinafter referred to as the "Minister")

AND

CORPORATION OF THE CITY OF SAULT STE. MARIE as represented by the Mayor and the City Clerk
(hereinafter referred to as the "Recipient")

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

Whereas the Minister is responsible for the program entitled the Commemorative Partnership Program (hereinafter referred to as the "Program"), which provides funding to eligible organizations undertaking remembrance initiatives that recognize Canadian veterans;

Whereas the Recipient has applied to the Minister for funding to carry out the Project described in Annex A;

Whereas the Minister has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas the Minister has agreed to make a contribution to the Recipient towards the eligible expenditures of the Project;

Now, therefore, the Minister and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire Agreement between the Recipient and the Minister with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between the Parties relating to its subject matter:

- (a) These Articles of Agreement
- (b) Annex A – entitled "Project Description"
- (c) Annex B – entitled "Financial Provisions" and
- (d) Annex C – entitled "Additional Provisions"

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Business Day" means Monday through Friday except statutory holidays;

"Eligible Expenditures" means the expenditures incurred by the Recipient during the Funding Period which are listed in the Project Budget in Annex B and that are in compliance with the conditions governing the eligibility of expenditures set out in Annex B;

“**Fiscal Year**” means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year;

“**Funding Period**” means the period beginning on the date application is received by Minister and ending on the Project End Date specified in Annex A;

“**Project**” means the project described in Annex A;

“**Project Period**” means the period beginning on the Project Start Date specified in Annex A and ending on the Project End Date specified in Annex A.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION AGREEMENT

4.1 The purpose of this Agreement is to set out the terms and conditions pursuant to which the Minister will make a contribution to the Recipient towards Eligible Expenditures solely for the purpose of implementing the Project.

5.0 THE MINISTER’S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, the Minister agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of the Minister’s contribution shall not exceed the total maximum amount specified in Annex B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by the Minister on account of his contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in Annex B for that Fiscal Year.

6.0 APPROPRIATION

6.1 Pursuant to section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), the payment of monies under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

- (a) the Program is cancelled,
- (b) the level of funding for the Program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Department of Veterans Affairs for any Fiscal Year in which payment is to be made under the Agreement,

the Minister may, upon not less than ninety (90) days’ notice to the Recipient, reduce the funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, the Minister gives notice of its intention to reduce its financial contribution and where, as a result of the reduction in its financial contribution, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify the Minister of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days' written notice to the Minister, terminate the Agreement.

8.0 STATUS OF RECIPIENT AND PROJECT

8.1 During the term of this Agreement, the Recipient shall:

- (a) Take all necessary actions to maintain itself in good standing, to preserve its legal capacity, and to inform the Minister without delay of any failure to do so;
- (b) Provide, upon the written request of the Minister and without delay, any information as the Minister may require concerning this Agreement;
- (c) Notify the Minister, without delay, of any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including, but not limited to, pending or potential lawsuits and audits.

9.0 RECIPIENT DECLARATIONS

9.1 The Recipient

- (a) declares that it has provided the Minister with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and
- (c) recognizes that the Minister may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

9.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* [R.S.C.1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom that Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

10.0 PROJECT RECORDS

10.1 The Recipient shall

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from the Minister and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Annex B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

- 10.2 The Recipient shall retain the books and records referred to in section 10.1 for a period of six (6) years following the Project Period.

11.0 AUDIT AND EVALUATION

- 11.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant the Minister access to the books and records referred to in section 10.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit the Minister to take copies and extracts from such accounts and records. The Recipient shall also provide the Minister with such additional information as the Minister may require with reference to such books and records.
- 11.2 The Recipient agrees to cooperate with the Minister in the conduct of any evaluation of the Project or the Program that the Minister may carry out during the Project Period or within a period of six (6) years thereafter. Without limiting the generality of the foregoing, if requested by the Minister to do so for the purpose of conducting an evaluation, the Recipient agrees to:
- (a) participate in any survey, interview, case study or other data collection exercise initiated by the Minister; and
 - (b) subject to section 11.3, provide the Minister with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.
- 11.3 The Recipient shall provide the Minister with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 11.2(b) only if the person has given their written consent to the release of the information to the Minister. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to the Minister, the Recipient shall provide the Minister with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the Minister.

12.0 FINANCIAL AND ACTIVITY MONITORING

- 12.1 During the Project Period, the Recipient shall grant the Minister reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 10.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide the Minister with copies and extracts from such books and records.

13.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

- 13.1 The Recipient acknowledges that, pursuant to subsection 7.1 of the *Auditor General Act* [R.S.C., 1985, c. A-17], the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement. The Recipient shall cooperate with the Auditor General of Canada and his or her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records and premises for the purposes of any such inquiry. The Auditor General of Canada may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General of Canada.

14.0 FINAL REPORT

- 14.1 Unless the Recipient is required under an Annex to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide the Minister with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and

contains such other information as the Minister may specify in writing to the Recipient. The Recipient shall provide the Minister with the final report within sixty (60) days following the Project Period.

15.0 TERMINATION OF AGREEMENT

Termination for Default

15.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Minister's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the Minister; or
- (e) in the opinion of the Minister, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Annex A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, the Minister may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, the Minister shall have no obligation to make any further contribution to the Recipient.

(3) In the event the Minister gives the Recipient written notice of default pursuant to paragraph (2)(b), the Minister may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that the Minister refrains from exercising a right or a remedy he is entitled to exercise under this Agreement shall not be considered to be a waiver of such right or remedy and, furthermore, partial or limited exercise of a right or remedy conferred upon the Minister shall not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

15.2 This Agreement may be terminated by either party giving ninety (90) days' notice in writing to the other party.

Obligations Relating to Termination under section 7.1 or 15.2 and Minimizing Cancellation Costs

15.3 In the event of a termination notice being given by the Minister under section 7.1 or 15.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by the Minister, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Minister that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

15.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with the Minister and do everything reasonably within its power at all times to minimize and reduce the amount of the Minister's obligations under section 15.3 in the event of a termination of this Agreement.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save the Minister, his employees, representatives and agents harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

17.0 INSURANCE

17.1 The Recipient shall arrange purchase, provide and maintain at its sole expense, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

18.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

18.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the Minister. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The Minister's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The Parties declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the Minister.

18.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Minister respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Annex B. The Minister shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.3 The Recipient agrees that the Minister and his employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property of any person or for any obligation of the Recipient or anyone else, including any obligations arising from loans, capital leases, or other long-term obligations in relation to the Agreement.

19.0 CONFLICT OF INTEREST

19.1 The Recipient declares that individuals who are subject to the provisions of the *Conflict of Interest Act* S.C. 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Veterans Affairs Canada Code of Conduct*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

20.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

20.1 The Recipient shall allow the Minister sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60-day period, the Recipient shall not make any public announcements of funding, deferring all questions to the Minister. After the expiry of the 60-day period, the Recipient may begin its own communication activities for the Project.

20.2 The Recipient shall notify the Minister twenty (20) Business Days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. The Minister reserves the right to approve the time, place and agenda of the ceremony.

20.3 The Recipient shall notify the Minister fifteen (15) Business Days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

20.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to the Minister, are given to the Minister's financial assistance to the Project.

20.5 The Recipient agrees to display such signs, plaques or symbols as the Minister may provide in such locations on its premises as the Minister may designate.

20.6 The Recipient shall cooperate with representatives of the Minister during any official news release or ceremonies relating to the announcement of the Project.

21.0 ACCESS TO INFORMATION

21.1 Subject to the *Access to Information Act* (R.S.C.), 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21), all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the relevant Act.

22.0 PROACTIVE DISCLOSURE

22.1 The Recipient acknowledges that the name of the Recipient, the amount of the contribution and the general nature of the Project may be made publicly available by the Minister in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

23.0 NOTICES

23.1 Any notices to be given, all reports and documents required to be provided under this Agreement and all correspondence to be sent between the parties shall be given, provided or sent by personal delivery, courier service, mail, fax or email as shown below:

<p>To the Minister</p> <p>Danielle Mayne, Program Advisor Commemorative Partnership Program Veterans Affairs Canada P.O. Box 7700 Charlottetown, Prince Edward Island C1A 8M9 Telephone: 902-566-7347 Fax: 902-566-8501 Email: danielle.mayne@canada.ca</p>	<p>To the Recipient</p> <p>Virginia McLeod Manager – Recreation and Culture Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6 Telephone: 705-759-5311 Fax: 705-759-6605 Email: v.mcleod@cityssm.on.ca</p>
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23.2 Notices, reports, documents and correspondence that are given, provided or sent by:

- (a) personal delivery or by courier service shall be deemed to have been received upon confirmation of delivery;
- (b) mail shall be deemed to have been received eight (8) Business Days after the date of mailing;
- (c) fax or email shall be deemed to have been received one Business Day after they are sent.

23.3 If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other party in writing of the change without delay. Such change shall take effect fifteen (15) Business Days after notice is received.

24.0 DISPUTE RESOLUTION

24.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute through negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

25.0 ASSIGNMENT OF THE AGREEMENT

25.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of the Minister.

26.0 SUCCESSORS AND ASSIGNS

26.1 This Agreement is binding upon the Parties and their respective successors and assigns.

27.0 COMPLIANCE WITH LAWS

27.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project Period, all evaluations, assessments, permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

28.0 APPLICABLE LAW

28.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be performed in more than one province or territory or outside of Canada, of the province or

territory where the Recipient has its main place of business. The Parties agree that the superior court of that province or that territory and the appeal courts shall be competent to hear any case relating to a dispute under this Agreement.

29.0 AMENDMENT

29.1 This Agreement may be amended by mutual consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties.

30.0 UNINCORPORATED ASSOCIATION

30.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to the Minister under this Agreement.

31.0 COUNTERPARTS

31.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same Agreement.

32.0 ENGLISH LANGUAGE

32.1 The Parties agree that this Agreement shall be drafted in English only. Les parties au présent accord acceptant qu'il soit rédigé en anglais seulement.

SIGNATURES

This Contribution Agreement is executed on behalf of the Recipient and on behalf of the Minister by their duly authorized officers.

IN WITNESS WHEREOF, having read the Agreement, the parties have signed:

For the **CORPORATION OF THE CITY OF SAULT STE. MARIE** as represented by the Mayor and the City Clerk

Signed at _____ this _____ day of _____, 2020.

Per: _____
Christian Provenzano, Mayor

Per: _____
Rachel Tyczinski, City Clerk

Witness

For HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Veterans Affairs

Signed at _____ this _____ day of _____, 2020.

Per: _____
Rick Christopher, Assistant Deputy Minister
Strategic Policy and Commemoration
Veterans Affairs Canada

Witness

ANNEX A

PROJECT DESCRIPTION

Name of Recipient: Corporation of the City of Sault Ste. Marie

Project Title: Memorial Tower

Project Period: July 2, 2020 to March 31, 2021

Project Description:

The project will involve the restoration of the Memorial Tower in Sault Ste. Marie, Ontario. The interior and exterior of the Tower are in need of major repairs. The exterior is rusting, indicating the steel rebar is weakening. As the Tower requires structural repair, mortar will be applied, followed by a sealant and then painted in historically accurate colours. The damaged glass boxes will be replaced and the intact ones cleaned. The interior stucco will be removed and cracks repaired. The wall and terrazzo flooring will be protected during the process and the interior repainted once repaired. A new joint sealant will also be applied to the Tower.

**ANNEX B
FINANCIAL PROVISIONS**

Name of Recipient: Corporation of the City of Sault Ste. Marie

Project Title: Memorial Tower

Funding Period: February 28, 2020 to March 31, 2021

1.0 MAXIMUM CONTRIBUTION

- 1.1 Subject to the terms and conditions of this Agreement, the Minister agrees to make a contribution to the Recipient with a value of not more than fifty percent (50%) of the Eligible Expenditures of the Project up to a maximum of twenty-four thousand nine hundred and eighty-six (\$24,986).
- 1.2 The maximum amount payable by the Minister in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by the Minister:

Fiscal Year
2020-2021
\$ 24,986

- 1.3 If the Minister's total contribution towards the Project exceeds fifty percent (50%) of the Project's total Eligible Expenditures, the Minister may recover the excess from the Recipient or reduce his contribution by an amount equal to the excess.

2.0 REPAYMENT REQUIREMENTS

- 2.1 Subject to section 2.2, in the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this Agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include:
- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
 - (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.
- 2.2 Interest shall be charged on overdue repayments owing under section 2.1 in accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188 (the "Regulations") made pursuant to the *Financial Administration Act*, R.S.C., 1985, c. F-11. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.
- 2.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 2.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the *Regulations*.

3.0 OTHER SOURCES OF FUNDING

- 3.1 The Recipient declares that it has disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts, towards any Project expenditures. These proposed sources of funding and the expenditures to which they relate are set out in the Project Budget set out below in section 4.
- 3.2 The Recipient agrees to notify the Minister in writing without delay of any change to the declaration made under section 3.1.

- 3.3 Upon completion of the Project, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.
- 3.4 The Recipient agrees that where there is a change to the declaration made in section 3.1, including a change revealed through the statement required under section 3.3, or where total funding from all other sources exceeds 100% of the total Project expenditures, the Minister may, in his discretion, reduce the amount of the maximum contribution to the Project by such amount, not exceeding the amount of the change in funding received, that the Minister considers appropriate.
- 3.5 If the Minister's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 3.4, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 2.0 of this Annex (Repayment Requirements).

4.0 PROJECT BUDGET AND ELIGIBLE EXPENDITURES

4.1 The following is the Project Budget:

Expenditure	Costs	Cost (in kind)
Repair to exterior, seal and paint	\$13,000	
Glass block replacement and joint repair	\$16,281	
Interior stucco removal, repair and painting	\$58,475	
Engineering	\$14,857	
Design/install interior and exterior display	\$11,143	
Addition of glass doors for viewing	\$685	
Building permit	\$895	
Contingency	\$10,900	
Total project expenses	\$126,236	
Revenue		
Municipal support	\$101,250	
Veterans Affairs Canada	\$24,986	
Total revenues	\$126,236	

4.2 ELIGIBLE EXPENDITURES

Eligible expenses to be reimbursed by Veterans Affairs Canada will be those incurred during the Funding Period and include costs directly related to:

- **Repair to the exterior**
- **Design and installation of commemorative display**
- **Interior stucco removal, repair and painting**

5.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

5.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 6.2, be incurred during the Funding Period;
- (b) expenditures must, in the opinion of the Minister, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- (d) depreciation of capital assets is not eligible for reimbursement;
- (e) fines and penalties are not eligible for reimbursement;

- (f) cost of alcoholic beverages is not eligible for reimbursement;
- (g) costs of and related to international air travel are not eligible for reimbursement;
- (h) expenditures related to the purchase of land or a building are not eligible for reimbursement;
- (i) design or assessment fees for projects other than permanent exhibits and community war memorials are not eligible for reimbursement;
- (j) construction expenditures for projects other than permanent exhibits and community war memorials are not eligible for reimbursement;

5.2 If, under the terms of this Agreement, the Recipient is required to provide to the Minister an audited annual financial report at the end of the Funding Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

6.0 TERMS OF PAYMENT

- 6.1 (1) Subject to paragraph 6.1(2) the Minister will make payments of the contribution by way of *Milestone Payments*, which mean payments based on the achievement of the milestones set out in Annex A, upon receipt of a financial claim referred to in section 6.4;
- (2) Subject to subsection 6.1(3), the Minister may, at any time and in its sole discretion, change the basis of payments of its contribution to the Recipient to periodic payments/advances for any period during the Project Period.
- (3) Where the Minister decides to make a payment change pursuant to subsection (1), the Minister shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

Milestone Payments and Periodic Payments

- 6.2 (1) Where the Minister makes payments of its contribution to the Recipient by way of Milestone Payments or Periodic Payments, each payment shall cover the Recipient's actual Eligible Expenditures incurred during the Milestone Period or Payment Period, as applicable, as approved by the Minister following submission by the Recipient of the financial claim referred to in section 6.4.
- (2) The Minister may withhold any Milestone or Periodic Payment due to the Recipient under this Agreement
- (a) if the Recipient has failed to submit when due any document required by the Minister under this Agreement; or
 - (b) pending the completion of an audit of the Recipient's books and records, should the Minister decide to undertake such an audit.
- 6.3 (1) Subject to subsection (2), the Minister may, at any time and in his sole discretion,
- (a) change the basis of payments of the contribution to the Recipient to periodic payments/advances for any period during the Project Period,
- (2) Where the Minister decides to make a payment change pursuant to subsection (1), the Minister shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

Financial Claims

- 6.4 (1) Following the end of the Funding Period, and, in the case of periodic and milestone payments, following each Milestone or Payment Period of the Agreement, the Recipient shall provide the Minister with the financial claim(s) required according to the terms of this Agreement. The financial claim shall contain:
- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Milestone or Funding Period, as applicable;
 - (b) an updated Forecast of Project Expenditures, if requested by the Minister;
 - (c) quarterly updates describing the work completed on the Project;
 - (d) any supporting documentation relative to the financial claim that may be requested by the Minister, including but not limited to financial statements, receipts and invoices and proof of payment of same satisfactory to the Minister.
 - (e) Photographs of the finished monument
- (2) The Recipient shall submit the financial claim required under subsection (1) no later than thirty days following the Funding Period.
- 6.5 The Minister will retain a holdback of an amount up to 10% of its maximum contribution at the end of the Funding Period pending
- (a) receipt and verification by the Minister of a final financial claim referred to in section 6.4 for the Funding where advances have been made,
 - (b) receipt and acceptance by the Minister of the financial claim referred to in section 6.4 and the final report for the Project that the Recipient is required to submit under the terms of this Agreement, and
 - (c) receipt of any other Project-related record that may be required by the Minister.

**ANNEX C
ADDITIONAL PROVISIONS**

OFFICIAL LANGUAGES

The Recipient shall:

- a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages;
- b) Projects involving the construction of a new war memorial must ensure that inscriptions are in both official languages.
- c) encourage members of both official language communities to participate in the Project; and
- d) provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-147

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for LED Lighting Upgrades in the arena bowl at the GFL Memorial Gardens.

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 July 14, 2020, between the City and S&T Electrical Contractors Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for LED Lighting Upgrades in the arena bowl at the GFL Memorial Gardens.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2 0 0 8

LED Lighting Upgrades - GFL Memorial Gardens (2020CDE-AR-04-T)
for the
Corporation of the City of Sault Ste. Marie

This agreement is protected by
copyright and is intended by the
parties to be an unaltered version of
CCDC 2 - 2008 except to the extent
that any alterations, additions or
modifications are set forth in
supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
 - * The Association of Canadian Engineering Companies
 - * The Canadian Construction Association
 - * Construction Specifications Canada
 - * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the 14th day of July in the year 2020 ..

by and between the parties

The Corporation of the city of Sault Ste. Marie

hereinafter called the "Owner"

and

S&T Electrical Contractors Limited

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for
LED Lighting Upgrades - GFL Memorial Gardens (2020CDE-AR-04-T) for the Corporation of the City of Sault Ste. Marie

located at

insert above the name of the Work

269 Queen Street East, Sault Ste. Marie, Ontario

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

N-Sci Technologies Inc.

insert above the name of the Consultant

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 14th day of July in the year 2020 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 9th day of October in the year 2020 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

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ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

3.1.1 Request for Tender with Supplementary Conditions

3.1.2 Addendums to RFT

3.1.3 Executed Form of Tender

3.1.4 Letter of Intent

3.1.5 S&T Schedule of Values

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules: drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

CCDC 2 – 2008 File 005213

2

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

two hundred twenty eight thousand dollars-----00
_____/100 dollars \$ _____ 228,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

twenty nine thousand six hundred forty dollars-----00
_____/100 dollars \$ _____ 29,640.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

two hundred fifty seven thousand six hundred forty dollars-----00
_____/100 dollars \$ _____ 257,640.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of _____-ten----- percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6

address

facsimile number

~~t.gowans@cityssm.on.ca~~
email address

b.lamming@cityssm.on.ca

Contractor

S&T Electrical Contractors Limited

*name of Contractor**

158 Sackville Road, Sault Ste. Marie, ON P6B 4T6

address

facsimile number

mtataciore@stgroup.ca
email address

Consultant

N-Sci Technologies Inc.

*name of Consultant**

71 Black Road, Unit 5, Sault Ste. Marie, Ontario P6B 0A3

address

facsimile number

rreid@nsi.ca
email address

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

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ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste. Marie

signature

name of owner

name of person signing

signature

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

S&T Electrical Contractors Limited



signature

name of Contractor



signature

LESLIE JOKIC

name of person signing

DENNIS TATASCIONE V.P.

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division I of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.
 - .3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor*'s field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor*'s field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
1. General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 2. Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 3. Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 4. "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

- (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

Tel: (613) 236-9455
Fax: (613) 236-9526
info@ccdc.org

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CCDC INSURANCE REQUIREMENTS**

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

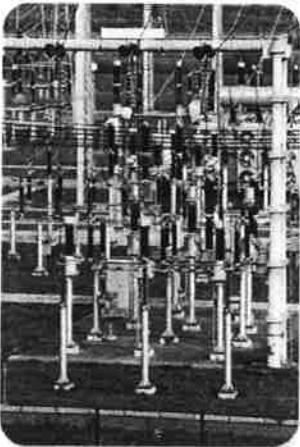
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GFL Memorial Gardens LED Lighting Contract Package

FINAL

GFL Memorial Gardens LED Lighting Retrofit

2020CDE-AR-04-T

Site Address:

269 Queen Street E, Sault Ste. Marie, ON P6A 1Y9

Prepared For:

The Corporation of the City of Sault Ste. Marie

99 Foster Dr, Sault Ste. Marie, ON P6A 5X6

-
-
1. 3.1.1 RFT with Supplementary Conditions
 2. 3.1.2 Addendums to RFT
 3. 3.1.3 Executed Form of Tender
 4. 3.1.4 Letter of Intent
 5. 3.1.5 S&T Schedule of Values

2020CDE-AR-04-T



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR TENDER

LED Lighting Upgrades - GFL Memorial Gardens

May 12th, 2020

File: 2020CDE-AR-04-T



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR TENDER

LED LIGHTING UPGRADES – GFL MEMORIAL GARDENS

Attached hereto is a request for Tender document pertaining to the ***Supply & Install of an LED Lighting Retrofit*** at the GFL Memorial Gardens, located at 269 Queen St E, Sault Ste. Marie, ON P6A 1Y9.

Sealed Tenders for this requirement will be accepted until 12:00 o'clock p.m., local time, Wednesday, June 10th, 2020.

If you can bid on this requirement, the completed Form of Tender must be returned in a sealed envelope, prior to the closing date. You are encouraged to make a full copy of the document for your file.

Instructions to bidders, form of Tender, and specifications have been sent to the shortlist of bidders.

A mandatory Site Inspection arranged through the Project Manager or, their designate, is required prior to submitting a Tender for this work for the Tender to qualify.

Questions concerning this tender process should be directed to L. Mezzomo at 705-949-1033 x.200 or Imezzomo@nsci.ca. Technical questions should be directed to R. Vairo, P.Eng. at 705-949-1033 x.211 or rvairo@nsci.ca.

The lowest or any Tender will not necessarily be accepted.

Yours very truly,

N-Sci Technologies Inc.
c/o City of Sault Ste. Marie

Title Page

Project Number: **104-4F**

Owner's Project Number: **2020CDE-AR-04-T**

Project Name: **LED Lighting Upgrades – GFL Memorial Gardens**
269 Queen St E, Sault Ste. Marie, ON P6A 1Y9

Owner: **The Corporation of the City of Sault Ste. Marie**
Civic Centre, 99 Foster Drive Sault Ste. Marie, ON P6A 5X6

Project Consultant: **N-Sci Technologies Inc.**
71 Black Road – Unit 5, Sault Ste. Marie, ON P6B 0A3
Phone (705) 949-1033
Project Manager Robert Vairo, P.Eng. (rvairo@nsci.ca)

Schedule:

Task	Date
RFT Issued	May 12 th , 2020
Last Date for Questions	May 29 th , 2020
Last Day for Addenda	June 3 rd , 2020
RFT Due	June 10 th , 2020 at 12:00 local time
Contract Award	June 29 th , 2020
Substantial Completion	August 25 th , 2020
Final Completion	August 31 st , 2020

Index

1. FORM OF TENDER
2. INSTRUCTIONS TO BIDDERS
3. TECHNICAL SPECIFICATIONS
4. SUPPLEMENTARY CONDITIONS
5. CCDC2-2008 STIPULATED PRICE CONTRACT

1. FORM OF TENDER

The Bidder, the undersigned, having carefully examined the specifications provided, and having made an adequate site inspection, and having read the general conditions and instructions to bidders, attached to and forming a part of this request for tender, hereby propose and agree to supply, all materials, labour and equipment pertaining to the **Supply & Install of an LED Lighting Retrofit** at the GFL Memorial Gardens, located at 269 Queen St E, Sault Ste. Marie, ON P6A 1Y9, as detailed below, at the following tendered prices in Canadian Dollars:

Materials, Labour & Equipment to Supply & Install LED Lighting Retrofit - In accordance with Section 3: Specifications	\$
13% HST	\$
Total Tendered Price	\$

The cost of all equipment, including lifts and barricades, required to perform the Scope of Work, as well as the cost for all required permits and inspections, is to be included in the Tendered Amount.

1. The Bidder understands that a Site Inspection accompanied by the Project Manager, or his designate, is required prior to submitting a tender for this requirement. We understand that Tenders submitted in the absence of this Site Inspection will not be considered.
2. The Bidder has attached a Project Timeline and Installation schedule as requested in the Tender documents.
3. The Bidder has complied with, or are the process of complying with, the requirements of the City's Contractor Pre-Qualification Program.
4. It is further understood and agreed that Tenders submitted without the Form of Tender (this Section) fully completed; including original signatures will not be considered.
5. It is further understood and agreed that any changes to the original terms outlined in the Form of Tender, Supplementary Conditions, or the CCDC Contract will result in the Tender not being accepted.
6. The Bidder has delivered all items required under "Bonding Requirements".
7. It is further understood and agreed that upon acceptance and execution of this Tender by the Corporation of the City of Sault Ste. Marie, this Form of Tender together with the terms and conditions hereto attached, shall constitute a valid and binding contract between the parties hereto.

- 8. The Bidder declares that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Tender for the same purpose and is in all respects fair and without collusion or fraud.
- 9. It is further understood and agreed that the lowest or any Tender will not necessarily be accepted, and that the Corporation reserves the right in its absolute discretion to reject any or all proposals or accept that proposal deemed most acceptable to the City Corporation.

The Bidder hereby acknowledges that this executed Form of Tender and all additional documents requested in the "Instructions to Bidders" shall form the Tender Package to be evaluated by the City of Sault Ste. Marie.

Name of Company	Seal
Address	
City	Postal Code
Signing Officer Signature	Witness' Signature (must be present if Corporate Seal is not affixed to Form of Tender)
Signing Officer (Print Name)	Telephone Number
Email Address	Date

2. INSTRUCTIONS TO BIDDERS

Administration of Tender

This Request for Tender is being administered by N-Sci Technologies Inc. (“Project Consultant”) on behalf of the City of Sault Ste. Marie (“Owner”). The following roles will apply to this process:

1. The Request for Tender and any Addenda will be prepared and distributed by the Project Consultant.
2. The Request for Tender responses (“Responses”) will be received by the Purchasing Department of the City of Sault Ste. Marie.
3. The Responses will be evaluated by the Project Consultant.
4. A recommendation will be provided by the Project Consultant to the Owner; and
5. The Purchasing Department will prepare the final recommendation report to Council.

All potential Bidders to ensure that any communication about the tender will be directed to the Project Manager and all such communication will include: Project Number, Owner’s Project Number and Project Name in the subject line.

Alternatives

The City of Sault Ste. Marie is willing to evaluate alternative proposals that do not meet the requirements outlined in Section 2 – Instructions to Bidders or Section 3 – Technical Requirements to value engineer the final lighting system.

Any such proposal can be included in the tender response package in a separate envelope and need to be clearly marked as “Alternative Proposal #X”.

The City of Sault Ste. Marie reserves the sole right in its absolute discretion to reject any or all proposals or accept that proposal deemed most acceptable to the City Corporation.

General Instructions

1. Tenders must be filled out exactly as to form; any riders, alternative proposals etc., must be made on separate sheets and attached to the Tender. The Tender must be completed in ink or in typed format to qualify.
2. Each Tender must be placed in an envelope, clearly marked on the outside, with the following information:
 - i. Name of bidder
 - ii. Project Number, Owner’s Project Number, Project Name being tendered

3. Sealed Tenders plainly marked as to contents will be received by the City Clerk – Level 4, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6, until 12:00 o'clock p.m., local time, Wednesday June 10th, 2020.
4. Tenders can be hand delivered, couriered, or mailed.
5. **Tenders must be completed in legible ink on the Form of Tender located in this Request for Tender.** Tenders which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind may be rejected as informal or void.
6. Tendered Prices are in Canadian Funds. Duties and Import Fees (if applicable) are **included in the Tendered Prices. Harmonized Sales Taxes are to be shown as extra.**
7. The Site of Work shall be the GFL Memorial Gardens located at 269 Queen St E, Sault Ste. Marie, ON P6A 1Y9.
8. Any work performed by a supplier at any City property must be done according to the Occupational Health and Safety Act and City Safety Policies. A supplier performing work at a City property will ensure that any employees working on the project performs work safely including use of Personal Protective Equipment (PPE). **The successful bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. Preference may be given to Bidders who have complied with, or are the process of complying with, this requirement prior to submitting their bid. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, at 705-759-5367. Failure to do so will result in the loss of the contract.**

It is the responsibility of the successful bidder to ensure that ALL subcontractors employed during the commission of work on this contract have also complied with the requirements of the City's Contractor Pre-Qualification Programs prior to starting onsite work.

9. The successful Bidder will indemnify and save harmless the Corporation of the City of Sault Ste. Marie of any action arising out of the course of this agreement and will supply a Certificate of Insurance certifying Public Liability and Property Damage Insurance up to and including \$2,000,000.00, prior to the commencement of the contract.

The successful Bidder shall maintain such insurance as will protect him and the City Corporation from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from his operation under this contract.

The insurance shall be Comprehensive Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability, and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured. The insurance shall have a limit of not less than \$2,000,000.00 inclusive for any one occurrence.

The deductible amount or amounts in any insurance policy required by the City pursuant to this contract shall be subject to the approval of the City. If the City does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance coverage with a deductible amount acceptable to the City.

10. Any deviation from the specifications shown, shall be explained fully by the Bidder, by letter, with reference to the item not meeting specifications.
11. The Bidder shall keep the tender open for acceptance for sixty (60) days after the official closing date. Acceptance or refusal of a Tender will be made in writing by the City Corporation within sixty (60) days of the official closing date.
12. The successful Bidder shall indemnify the City Corporation from all damage or expense for actual or alleged trademark, patent, or copyright infringements.
13. The lowest or any Tender will not necessarily be accepted, and the right to reject any or all Tenders, or to accept the Tender(s) judged as most satisfactory, is expressly reserved by the Corporation of the City of Sault Ste. Marie
14. The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The Act gives persons a right to access to information held by the municipality. This right of access is subject to the exemptions contained in the Act.
15. No electronic reproduction or alterations of the original document will be permitted under any circumstances.

Site Visits

A mandatory site visit is required for this Tender. The potential bidder must familiarize themselves with the physical and electrical conditions that must be met during the lighting upgrade.

Due to the COVID-19 pandemic, the following conditions apply to anyone attending a site visit for this Tender.

It is the responsibility of all to minimize the risk that they provide to others. It should be noted that these guidelines may be modified on an ongoing basis and updated guidelines if applicable will be provided prior to any Site Visit:

Site visits should be conducted only if absolutely necessary.

If it is determined that site visits are absolutely necessary at this time, the PPE and precautions requirements are:

- *Maintain social distancing while on premises and in vehicles.*
- *Hand Washing Hygiene or Hand Sanitizer before and after visit.*
- *Gloves: Hand protection where required.*
- *Avoid touching face at all times.*
- *Any other PPE required for known designated substances present.*

Contractors on an individual basis must answer the following questions before entering the premises:

- *Do you currently have any symptoms of illness?*
- *Have you been tested for COVID -19?*
- *Have you travelled outside of Canada (including Sault Michigan and the United States) in the past 14 days?*
- *Have you travelled to British Columbia, Quebec, or Southern Ontario in the past 14 days?*
- *Have you had close contact/live with a confirmed or probable case of COVID-19 or been tested or been directed to self-quarantine by Algoma Public Health?*

If anyone answers “yes” to any of these questions, the site visit cannot proceed.

A Site Visit Form must be executed by the Bidder and the Project Manager at the time of the site visit and the executed form must be included in the Bidder’s Tender Response Package to be considered a valid response to this Request for Tender.

Bonding Requirements

The successful Tenderer shall be required to furnish the following Bonds/Surety for the execution of the Contract:

1. Bonds

- a. **Performance Bond** - A Performance Bond, not less than **One Hundred percent (100%)** of the Tender amount.
 - i. The form of the Bond shall be the CCDC form 221 (2002) Performance Bond, and as may be amended by the Supplementary General Conditions.
 - ii. Refer to CCDC Document 2 (Revised 2008) Article GC 11.2
 - iii. The issuing company of the Bond must be approved by the Canadian Construction Association Performance Bond shall remain in place until the date of final certificate of payment.
- b. **Labour Material Payment Bond** - A Labour Material Payment Bond, not less than **Fifty percent (50%)** of the Tender amount.
 - i. The form of the Bond shall be the CCDC form 222 (2002) Labour Material Payment Bond, and as may be amended by the Supplementary General Conditions.
 - ii. Refer to CCDC Document 2 (Revised 2008) Article GC 11.2
 - iii. The issuing company of the Bond must be approved by the Canadian Construction Association
- c. Include the cost to provide all Bonds in the Tender Amount.
- d. Official copies of both Performance and Labour and Materials Bonds shall be provided within seven (7) days of Tender Award, after receiving notification of acceptance of their quotation from the Owner, (Letter of Intent) or forfeit the amount of the Bid Bond enclosed with the tender.

2. Consent of Surety or Agreement to Bond

- a. Tenders shall be accompanied by an agreement to provide the required bonding in the form of:
 - i. Consent of Surety or Agreement to Bond, signed and sealed by Tender's surety, stating that surety is willing to supply Performance and Labour and Materials Payment Bond as described above.
 - ii. Include the cost to provide this Consent or Surety in the Tender Amount.

3. Security Deposit / Bid Bond

- a. Tenders shall be accompanied by a Security Deposit / Bid Bond in the amount of:
 - i. Ten percent (10%) of the Stipulated Sum Tendered Amount
 - ii. Endorse Bid Bond in the name of the Owner, as obligee, signed and sealed by the principal Contractor and Surety.
 - iii. Use the latest edition CCDC approved Bond Forms.
 - iv. Security deposit will be returned after delivery to Owner of Required Performance, and Labour Material Payment Bond(s) by the accepted tenderer.
 - v. If no contract is awarded, all security deposits will be returned.
- b. Other acceptable forms of security
 - i. In lieu of the Bid Bond described above, the Owner will also consider a bank Certified Cheque for an amount no less than required for the Bid Bond, as noted above.
 - ii. Certified Cheques used shall be drawn on a member of the Canadian Payments Association or a local cooperative credit society that is a member of a central cooperative credit society having membership in the Canadian Payments Association, payable to the order of the Owner, for no less than the amount stated above. Certified cheque will be returned after delivery to Owner of Required Performance, and Labour Material Payment Bond(s) by the accepted tenderer.
 - iii. Certified Cheques, use as Bid Bonds, will be made available for pick up only after the contract has been awarded.
 - iv. If no contract is awarded, all security deposits will be returned
- c. All costs to provide the Security described above shall be included in the Tender Amount.
- d. Formalized, sealed, certified copies of the type of security being issued are to be provided within seven (7) days of Tender Award, after receiving notification of acceptance of their quotation from the Owner, (Letter of Intent) or forfeit the amount of the Bid Bond enclosed with the tender.

Save on Energy Retrofit Program Application

The City of Sault Ste. Marie will be applying to the Save on Energy Retrofit Program (the program) for an incentive for this project which requires that LED lighting products are either DLC or Energy Star approved as part of the incentive eligibility.

Therefore, the successful bidder will be responsible for submitting all required documentation to the City for the program. The successful bidder must also provide photos of existing and new equipment as per the QA/QC requirements of the Save on Energy program.

It is important to note that the existing lighting system must be decommissioned in a responsible manner and proof of such must be delivered to the Owner as a requirement for the City receiving incentives from the Save on Energy Retrofit Program.

The Project Consultant will ensure all required information is supplied to the Successful Bidder during the project. The Successful Bidder is responsible for completing the forms and submitting the information as part of the project reporting requirements.

Documentation includes: Save on Energy worksheets, project invoices (including product costs, labour costs and proof of disposal of existing fixtures).

Additional Information

In addition to the “Form of Tender”, Bidders must provide the following to support their credentials and competency to complete the work in the timeframe specified:

1. All items outlined in the previous section “Bonding Requirements”
2. A detailed schedule showing major milestones and clearly defining the ability to meet the in-service dates listed in this Request for Tender.
3. Demonstrated design, installation, and commissioning experience with several (at least three) similar lighting system upgrades in multi-purpose arenas, that house Canadian Hockey League teams, having the same lighting constraints (e.g. mounting height) as GFL Memorial Gardens.
4. Project References with contact information for the three example projects described in #2 above.
5. Details of the project team being proposed and any sub-contractors that will be used during the project.
6. Layout drawings showing the proposed LED fixtures clearly identifying the location and type of each fixture being proposed.
7. Mounting specifications to demonstrate the mounting methods of the new fixtures.
8. Data sheets for all fixtures being proposed including mounting requirements. Demonstrate energy efficiency standards for proposed fixtures (i.e. Lumens/Watt).
9. Proof of conformance to light level requirements in a tabular format presented as Table 3-1 in Section 3 of this Request for Tender

10. A warranty package that warrants the light level of the system not just the failure of the components of the system for a period that includes the life expectancy of the lighting system;
11. The ability to televise events from the GFL Memorial Gardens is an important implementation criterion and the Bidder must demonstrate the ability of their lighting system to interface effectively with modern television broadcasting systems
12. Control system information clearly identifying base functionality and components. Specifically identify the method of interfacing with the existing “Synergy” control system for the Lithonia concourse lighting control system.
13. Identify the Operating and Maintenance plan for the proposed system including any spare components that should be stocked or that could be provided by the Bidder from a local stock.
14. Identify the option to have the existing lighting system remain in place until the new system has proven that it meets the performance requirements outlined in Section 3. Technical Specifications. It is expected that power and control would be disconnected from the existing system but left in a manner that could be easily “re-connected”, if necessary.
15. Include a recycling plan to demonstrate that the existing lighting system has been decommissioned and disposed of in a responsible manner.

3. TECHNICAL SPECIFICATIONS

Existing Lighting System

The existing lighting layout and lighting fixture specifications were provided previously during the Request for Information process.

The existing drawings for the electrical distribution systems and lighting arrangements are available in paper only format. These will be made available to the Bidders during the mandatory site visit. Copies will be provided. The originals are not to leave the GFL Memorial Gardens.

Scope of Work - General

Supply the required materials, labour and equipment to install a ***Led Lighting Retrofit at GFL Memorial Gardens***, in accordance with the following specifications:

- Perform site visit to review existing electrical distribution to determine best:
 - Electrical connection alternatives for new lighting fixtures.
 - Methods for interfacing new control system with all existing control pads and concourse control system; and
 - Method to provide emergency lighting over the seating areas
- Design lighting system to meet performance standards outlined in Table 3-1.
- Accommodate new scoreboard in overall lighting system design.
- Remove existing lighting fixtures.
- Supply and install new lighting fixtures.
- Commission lighting and control systems.
- All Save on Energy Retrofit Program application documentation as outlined by the Project Consultant and the City of Sault Ste. Marie.
- Provide lighting system specific on-site operations and maintenance training for City Staff.
- Provide operating and maintenance manuals as part of project close out package.
- Provide a proper decommissioning certificate to the Owner to evidence the use of the recycling plan and proper handling of all decommissioned materials.
- Scope of work includes removal and responsible off-site disposal of all packaging and debris associated with this installation. Dumpsters and/or garbage disposal areas at the GFL Memorial Gardens may not be used.

New Lighting System

The following summarizes the performance requirements of the new LED system. These levels to be maintained over the life of the installation.

Table 3-1: Lighting Specification

Item	Value
True Vertical Min (FC)	140
True Horizontal Min (FC)	160
Vertical Uniformity Ratio	1.35:1 max
Horizontal Uniformity Ratio	1.35:1 max
Vertical to Horizontal Modeling Ratio (range)	1:1.15 – 1:1.70
Ice to Dasher Ratio (Horizontal)	1:0.75
Ice to Penalty Box Ratio (Vertical)	1:0.75 min
Ice to Benches Ratio (Vertical)	1:0.75 min
CCT (k)	5600 +/- 200
Coefficient of Variance	0.15 max
Television Lighting Consistency Index	75 min
Color Rendering Index	80 min
Ice to Spectator Ratios – 1 st 10 rows	1:0.75 min
Ice to Spectator Ratios – next 15 rows	1:0.50 min
Ice to Spectator Ratios – to concourse level	1:0.25 min
Unified Glare Rating	16 max
Uniformity Gradient Calculation	1:1.35
Stroboscopic Flicker	4% max
Fixture Energy Efficiency (lm/W)	120 min

4. SUPPLEMENTARY CONDITIONS

The following Supplementary Conditions modify, change, delete from or add to the Articles of Agreement, the Definitions, and the General Conditions of the Stipulated Price Contract, Standard Construction Document CCDC2, 2008

Where any Article, Definition, General Condition, paragraph, subparagraph, or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Definition, General Condition paragraph, subparagraph or clause shall remain in effect.

ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

Delete Article A-6.1 and substitute new article 6.1:

“6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.”

DEFINITIONS

Add the following definition:

“19a. Submittals

Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

- Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- Record drawings and manuals to provide instructions to the operation and maintenance of the Work.”

GENERAL

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the

remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused

GC 1.1 CONTRACT DOCUMENTS

Add to the end of subparagraph 1.1.2.2

“.....Except where the *Consultant* shall be indemnified as a third-party beneficiary as provided in subparagraphs 9.2.7.4, 9.2.8.4, 9.5.2.4 and 9.5.3.4 and in 12.1.1

Delete 1.1.6 in its entirety and substitute the following:

“1.1.6 The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Owner* or the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* with respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting those matters before proceedings with the *Work*. Where site conditions require reasonable minor changes in indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the *Owner*. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are those portions of the *Contact Documents*, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables and/or lists

Add new subparagraph 1.1.7.5 thru 1.1.7.10 as follows:

“1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*.

1.1.7.6 Finishes in the room finish schedules shall govern over those shown on the *Drawings*

1.1.7.7 Schedules of Division 01 – General Requirements of the *Specifications* shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the *Specifications*

1.1.7.8 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as

outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the *Consultant* or its sub-*Consultants* are to remain with each of the applicable drawing disciplines.

- 1.1.7.9 Should reference standards contained in the *Specifications* conflict with the *Specifications*, the *Specifications* shall govern. Should reference standards and *Specifications* conflict with each other or if certain requirements of the *Specifications* conflict with other requirements of the *Specifications*, the more stringent requirements shall govern.

Delete 1.1.8 in its entirety and substitute the following:

“1.1.8 The *Contractor* shall be responsible to provide all printed copies of the *Contract Documents* that may be necessary and or required to perform the *Work*, submit for permit and provide as built. At the completion of the work the *Contractor* be held responsible to collect and destroy all copies not turned over to the Owner, used for permits or contracts.”

Add following subparagraph to Paragraph 1.1.10

“..... In case of conflict other documents shall govern over the Colour Schedule and Colour Schedule Drawings”

GC 2.2 ROLE OF THE CONSULTANT

Add new paragraph 2.2.0 as follows:

“2.2.0 The *Consultant* is not signatory to, is not party to, “*the Agreement*” between the *Owner* and the *Contractor*, and as such is not bound by any conditions or requirements as stated therein. The *Owner* and the *Contractor* shall indemnify and save harmless the *Consultant* from any claims arising from a disagreement between the two signatory parties.”

Delete paragraph 2.2.4. in its entirety

Add the word “schedules” after the word “techniques” in paragraph 2.2.6.

Add to the end of the second sentence of paragraph 2.2.6. “.....or to adhere to the construction schedule”

Add at the end of paragraph 2.2.9. “The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings in accordance with paragraphs 2.2.7., 2.2.8. and 2.2.9”.

Delete the comma after the word “submittals” and add the words “which are provided” before the words “in accordance” in paragraph 2.2.14.

Add new sentence to end of paragraph 2.2.11 “The Consultant’s obligation to make findings on a large claim or large number of claims is subject to the terms and conditions of the Owner/Consultant agreement.”

Amend paragraph 2.2.13 by the addition of the following to the end of that paragraph: “.....If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within ten (10) *Working Days* of receipt of a *Supplemental Instruction*, provide the *Consultant* with a notice in writing to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor*, without any adjustment in the *Contract Price* or *Contract Time*.”

GC 2.3 REVIEW AND INSPECTION OF THE WORK

Delete paragraph 2.3.3 in its entirety and replace it with the following:

“2.3.3 The *Contractor* shall furnish promptly two (2) copies to the *Consultant* and one (1) copy to the *Owner* of all certificates and inspection reports relating to the *Work*.”

Insert the word “review” after the word “inspections” in the first line of paragraph 2.3.4.

Add a new paragraph 2.3.8 as follows:

“2.3.8 The *Consultant* will conduct periodic reviews of the *Work* in progress, to determine general conformance with the requirements of the *Contract Documents*. Such reviews, or lack thereof, shall not give rise to any claims by the *Contractor* in connection with construction means, methods, techniques, sequences and procedures, nor in connection with construction safety at the *Place of Work*, responsibility for which belongs exclusively to the *Contractor*.”

GC 2.4 DEFECTIVE WORK

Add new subparagraphs 2.4.1.1 and 2.4.1.2:

“2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.”

“2.4.1.2 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.”

GC 3.1 CONTROL OF THE WORK

Add the word “schedules” after the word “techniques” in paragraph 3.1.2.

Add new paragraph 3.1.3:

“3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.”

GC 3.3 TEMPORARY WORK

In paragraph 3.3.2, in the second line after the words “where required by law”, insert “or the *Consultant*”.

GC 3.4 DOCUMENT REVIEW

Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

“3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall comply with the standard of care described in paragraph

3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.”

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

Add to paragraph 3.7.1.1 add to the end of the second line

“.....including any warranties and service agreements which extend beyond the term of the *Contract*.”

Add to subparagraph 3.7.1.2 after the words “the *Contract Documents*” insert the words “including any required surety bonding”

Delete the words “through the Consultant” in paragraph 3.7.6.

GC 3.8 LABOUR AND PRODUCTS

Delete paragraph 3.8.2 and substitute with the following:

“3.8.2 Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, provincial and municipal building codes, fire safety standards, and all governmental authorities and regulatory agencies having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. Specified *Products* shall not be substituted with another product without the express written consent of the *Consultant*.”

Amend paragraph 3.8.3 by adding the words, “..., agents, *Subcontractors* and *Suppliers...*” after the word “employees” in the first line

Add new paragraph 3.8.4 and 3.8.5 as follows:

“3.8.4 The Contractor is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.”

3.8.5 The cost for overtime required beyond the normal *Working Day* to complete individual construction operations of a continuous nature, such as pouring or finishing of concrete or similar work, or *Work* that the *Contractor* elects to perform at overtime rates without the *Owner* requesting it, shall not be chargeable to the *Owner*”

GC 3.10 SHOP DRAWINGS

Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS

Add “and Submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3

“3.10.3The Contractor shall prepare a schedule of the dates for provision, review and return of Shop Drawings and Submittals and submit it to the *Consultant* for review.”

Delete paragraph 3.10.9 in its entirety and substitute the following:

“3.10.9At the time of providing *Shop Drawings*, the *Contractor* shall advise the *Consultant* in writing of any deviations in *Shop Drawings* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance of such deviation expressly in writing. Where manufacturers’ literature is submitted in lieu of scaled drawings, it shall be clearly marked in ink, to indicate the specific items for which review is requested”

Delete the words “so as to cause no delay in the performance of the *Work*” in paragraph 3.10.12

Add new paragraphs 3.10.13 as follows

“3.10.13 Reviewed *Shop Drawings* shall not authorize a change in the *Contract Price* and/or the *Contract Time*”

GC 3.13 CLEAN-UP

Add new paragraphs 3.13.4 as follows:

“3.13.4 In the event that the *Contractor* fails to remove waste and debris as provided in this GC 3.13, then the *Owner* or the *Consultant* may give the *Contractor* twenty-four (24) hours written notice to meet its obligations respecting clean up. Should the *Contractor* fail to meet its obligations pursuant to this GC 3.13 within the twenty-four (24) hour period next following delivery of the notice, the *Owner* may remove such waste and debris and deduct from payments otherwise due to the *Contractor*, the *Owner’s* costs for such clean up, including a reasonable mark-up for administration costs.”

GC 3.14 PERFORMANCE BY CONTRACTOR

Add new General Condition 3.14 PERFORMANCE BY CONTRACTOR and new paragraphs 3.14.1 and 3.14.2 as follows

“3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties, and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.”

“3.14.2 The Contractor further represents, covenants and warrants to the Owner that:

The personnel it assigns to the Project are appropriately experienced;

It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation.”

GC 4.1 CASH ALLOWANCES (if applicable to Contract)

Delete the second sentence in paragraph 4.1.1

Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

“4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant’s direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the Work under all cash allowances exceeds the total amount

of all cash allowances shall the Contractor be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.”

Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

“4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount.”

Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7.

“4.1.7. The Contractor shall prepare a schedule that shows when the Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the work.”

Add new paragraph 4.1.8:

“4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.”

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Revise article 5.2.3 to read as follows:

“5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed, and *Products* delivered to the *Place of the Work*, that may be incorporated into the work in the following 30days, as of the last day of the payment period. No amount claimed shall include products delivered and incorporated into the work, unless the products are free and clear of all security interests, liens and other claims of third parties.”

Add new article 5.2.8 as follows:

“5.2.8 The second and all subsequent applications for payment shall be accompanied by a Statutory Declaration, executed by the Contractor, in the form prescribed by the Architect, declaring that all Subcontractors, wages for labour, and accounts for products have been paid up to and including the date of the last previously approved application for payment.”

GC 5.3 PROGRESS PAYMENT

Delete sub-paragraph 5.3.1.1 in its entirety.

Revise sub-paragraph 5.3.1.2 as follows: After the words “issue to the *Owner*” delete “and copy to the *Contractor*”. After the words “after the receipt of the” add “complete”:

Revise paragraph 5.3.1.3 as follows:

“5.3.1.3 the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt of a proper invoice, as governed by the Construction Act.”

Add new paragraphs 5.3.2 and 5.3.3 as follows

“5.3.2 If the *Contractor* fails to provide all documentation as required by the contract documents, the *Consultant* or *Owner* shall be entitled to return the application for progress payment to the *Contractor* for completion. The review period by the *Consultant* and payment period by the *Owner* will re-commence upon receipt of the complete application for progress payment.”

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Revise paragraph 5.6.1 to change the work “...the Owner shall pay...” to “...the Owner may pay...”.

GC 5.7 FINAL PAYMENT

Delete from the first line of paragraph 5.7.2 the words, “calendar days” and substitute the words “*Working Days*”.

Delete from the second line of paragraph 5.7.4 the words, “...5 calendar days after the issuance...” and substitute the words “...30 calendar days after receipt of...”

GC 6.2 CHANGE ORDER

Add new paragraph 6.2.3 as follows:

“6.2.3 The following mark-up shall apply to work added to the Contract

In the case of changes in the Work to be paid for by the Owner under the methods described in paragraph 6.2.2, the Contractor and Subcontractor, respectively, may add to the net cost of additional work, a fee, or markup, inclusive of overhead and profit, limited to the following:

The General Contractor may add to the total net cost of additional work to be carried out by his own forces, a markup of Ten (10%) per cent. General Contractors are not allowed to treat their own forces as Subcontractors.

The General Contractor may add to the net cost of additional work by a Subcontractor, a markup, of Five (5%) per cent of the net sum tendered by such Subcontractor

Subcontractor may add to the total net cost of additional work to be carried out by his own forces, a markup of Five (5%) per cent.

The Subcontractor may add to the net cost of additional work by a Sub-Subcontractor or Supplier, a markup, of Five (5%) per cent of the net sum tendered by such Sub-Subcontractor or Supplier

Such markup, by General Contractor and Subcontractor, respectively, shall be based on net additional cost for any one change in the Work, such net cost being derived by deducting credits for labour and materials involved in deleted work from the cost of labour and materials involved in additional work. When quantities of the same product or material are changed in the same Change in the Work, the change in the Contract Price shall be based on the net difference in quantity between the product(s) or material(s) deleted and the product(s) or material(s) added.

‘Overhead’ shall include any additional charges and/or premiums for **Supervision, Permits, Bonds, Insurance, Office Overhead and the like**, which may result from Changes in the Work. The cost for these items shall not be added onto any Cost for Changes prior to applying mark-up.”

Add new paragraph 6.2.4 and 6.2.5 as follows:

“6.2.4 All quotations submitted shall be provide with ta detailed breakdown including, but not limited to the following:

1. quantity of each material
2. unit cost of each material
3. man hours involved
4. cost per hour
5. *Subcontractor* quotations submitted listing items 1 to 4 above and item 6 below.
6. mark-up”

6.2.5 The *Owner* and the *Consultant* will not be responsible for delays to the *Work* resulting from late, incomplete or inadequately broken down valuations submitted by the *Contractor*.”

GC 6.3 CHANGE DIRECTIVES

Add new paragraph 6.3.14 as follows:

“6.3.14 Limits to Overhead and Profit as listed in paragraph 6.2.3 shall apply to Change Directives.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add new subparagraph 6.4.5:

“6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of

the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.”

GC 6.5 DELAYS

Delete the period at the end of paragraph 6.5.1 and substitute the following words: “....., but excluding any consequential, indirect or special damages.”

Delete the period at the end of paragraph 6.5.2, and substitute the following words: “....., but excluding any consequential, indirect or special damages.”

Add new subparagraph 6.5.6.

“6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor’s control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant’s services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the Contractor.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Delete paragraph 6.6.5. in its entirety and substitute new paragraph 6.6.5.

“6.6.5. The *Consultant’s* findings, with respect to a claim made by either party will be given by *Notice in Writing* by the *Consultant* to both parties within reasonable time after receipt of the claim information noted in paragraph 6.6.3.”

Add new paragraph 6.6.7

“6.6.7 The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor’s* failure to reasonably perform the Work in accordance with the terms and conditions of the Contract, including the *Contractor’s* issuance of unnecessary Requests for Information. The *Consultant* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims based on the *Consultant’s* invoices.”

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

Revise the heading, "GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION" to read, "GC 8.2 NEGOTIATION AND MEDIATION".

Amend paragraph 8.2.1 by changing part of the second line from "...shall appoint a *Project Mediator*..." to "...may appoint a *Project Mediator*, except that such an appointment shall only be made if both the *Owner* and the *Contractor* agree...."

Amend paragraph 8.2.4 by changing part of the second line from "...the parties shall request the *Project Mediator*..." to "...and subject to paragraph 8.2.1 the parties may request the *Project Mediator*...".

Delete paragraphs 8.2.6, 8.2.7, and 8.2.8 in their entirety.

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

"9.1.1.1 errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1."

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

"9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in or reasonably determinable from the Contract Documents, or that are reasonably determinable from an inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1."

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add to paragraph 9.2.6 after the word "responsible", the following new words:

".....or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,"

Add "and the Consultant" after the word "Contractor" in subparagraph 9.2.7.4.

Add to paragraph 9.2.8 after the word "responsible", the following new words:

".....or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,"

Add "and the Consultant" after the word "*Owner*" in subparagraph 9.2.8.4.

GC 9.4 CONSTRUCTION SAFETY

Add new paragraph 9.4.2. as follows:

“9.4.2 The *Contractor* shall indemnify and save harmless the *Owner*, the *Consultant*, their agents, trustees, officers, directors, employees, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the occupational health and safety legislation in force at the *Place of the Work* including the payment of legal fees and disbursements on a substantial indemnity basis.”

GC 9.5 MOULD

Add “and the Consultant” after “Owner” in subparagraph 9.5.2.4.

Add “and the Consultant” after “Contractor” in subparagraph 9.5.3.4.

GC 10.1 TAXES AND DUTIES

Add new paragraph 10.1.3 as follows:

“10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with the application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*.”

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words: “.....Subject to paragraph 3.14.1, the”.

GC 10.4 WORKERS' COMPENSATION

Delete paragraph 10.4.1 and replace with the following:

“10.4.1 Prior to commencing the *Work*, and with each and every application for payment thereafter, including the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation in force at the *Place of the Work*, including payments due thereunder.”

GC 12.1 INDEMNIFICATION

Add “...and the Consultant, their agents and Sub-Consultants...” after the words “...hold harmless the other...” in paragraph 12.1.1.

GC 12.3 WARRANTY

Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words: “.....Subject to paragraph 3.14.1, the...”.

5. CCDC2-2008 STIPULATED PRICE CONTRACT

See Attached Contract



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR TENDER

Addendum #1

LED Lighting Upgrades - GFL Memorial Gardens

May 12th, 2020
File: 2020CDE-AR-04-T



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

ADDENDUM #1

LED LIGHTING UPGRADES – GFL MEMORIAL GARDENS

The original due date for this Request for Tender was:

June 10th, 2020 at 12:00 local time

The due date has been extended to:

June 22nd, 2020 at 12:00 local time

End of Addendum



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR TENDER

Addendum #2

LED Lighting Upgrades - GFL Memorial Gardens

May 12th, 2020
File: 2020CDE-AR-04-T



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

ADDENDUM #2 - RESPONSES TO QUESTIONS

LED LIGHTING UPGRADES – GFL MEMORIAL GARDENS

1. Will the city accept an RFP Response with exceptions to the contract? If so, will it be deemed compliant and not be subjected to collecting on the bid bond?
 - The City will evaluate any exceptions, but the contract is a standard type and most of the exceptions have already been noted in the Supplementary Conditions section of the RFT.
2. Please provide link to referenced Contractor Pre-Certified program.
 - The Contractor Safety Program can be satisfied after the tender award.
3. Which supersedes the performance bond or the 10% retainage?
 - The 10% deposit is held until the successful Bidder is awarded a contract and then it is returned. The labour, materials and performance bonds from the successful Bidder are held until the project is successfully completed.
 - The bonding requirements are detailed in the RFT package and must be met for the bid to be eligible for consideration.
4. Is replacement of the existing controls to be included in the tender?
 - No, the existing controls do not need to be replaced. The new LED system must interface with that system so there is integrated control.
5. A question was asked during the walkthrough regarding replacement of the existing lighting over the seating area. Is this to be replaced as well and incorporated in the existing or new controls system?
 - Yes, as outlined in the specification, all the “bowl” lighting is to be replaced in this tender. The L1 and M1 fixtures shown on the drawings.
 - The Bidder’s new lighting design is not meant to be a like for like replacement
 - The new control system must interface with the existing control system
6. On Page 7 of spec, alternatives – What is the intent of this section since we have already provided our design for the NHL specifications as outlined on Page 15 of the spec. Do we need to provide an alternate design to a lesser light level and if so what requirement? This also ties into Page 9, item 10 regarding letter required to explain any deviation.
 - This was meant to provide Bidders with flexibility to propose alternative options that may be of value to the City of Sault Ste. Marie.

7. On Page 12, Additional Information, Item 3. Is the demonstrated design, installation, and commissioning experience at other Canadian Hockey League venues a requirement for the bidding contractor or the manufacturer of the lighting system as only a manufacturer would have this level of expertise and references?
 - The designer of the system must have this experience and must be a part of the project team for commissioning support.
8. On Page 13 warranty. The warranty requirements need to be further defined other than life expectancy of the lighting system. Typically, the warranty (parts only) and light level guarantee are for 10 years. Please provide further clarity around warranty including if labour needs to be included.
 - The contact and supplementary conditions outline the warranty requirements
9. On Page 14 also, is there a specification for the emergency lighting over the seating areas with regards to light level requirements? Are the existing fixtures over the seating area for emergency purposes now or for aisle lighting? Are new fixtures assumed to be a 1 for 1 replacement of the existing light fixtures or something else? Are all the existing light fixtures to be removed?
 - The Bidder's new design is not a like for like replacement and the new design must incorporate industry standard emergency lighting requirements
10. Scoreboard:
 - The available information on the scoreboard is attached to this addendum
11. Non OHL hockey event lighting:
 - OHL illumination levels for all events or reduced lighting levels for non-Greyhounds events?
 - i. OHL levels for all events
 - Is the arena looking for dimming or switching solution to lower light levels? (note that wireless dimming module per light will add significant cost)
 - i. The proposed solution does not need to have dimming capability. If the Bidder wants to show that as a separate price, that would be considered.
 - Hi / Low calculations not asked for in the specification. Assuming low light levels is intended, who will determine?
 - i. The proposed solution does not need to have dimming capability. If the Bidder wants to show that as a separate price, that would be considered.
12. To achieve vertical illumination results, new lighting positions required in the design for flood lights along the outer walls
 - Confirm new mounting locations are allowed and some pendant locations can be abandoned.
 - i. Yes, this is not a "like for like" replacement. A detailed design is required to place fixtures where required to meet the performance requirements of the specification.
 - Confirm 40ft above ice surface is bottom of the ceiling support trusses. Provide revised distance if our 40ft estimate is inaccurate.
 - i. A sketch showing mounting heights of existing fixtures is attached. All design criteria are the responsibility of the Bidders
 - What is the distance between the viewing window of the private box / press box and the bottom of the ceiling support trusses?
 - i. All design criteria are the responsibility of the Bidders. Any dimensions can be confirmed after contract award.

- Identify potential obstructions at flood light mounting height (in front of or occupying the wall space) such as sound equipment, hanging banners, vents / ducts, heating, and cooling, etc...
 - i. All design criteria are the responsibility of the Bidders. Any dimensions can be confirmed after contract award.
- At the flood light mounting height, identify the wall material throughout / all sides.
 - i. All design criteria are the responsibility of the Bidders. Any dimensions can be confirmed after contract award.
- At the flood light mounting height, identify the feasibility of bolting lighting mounting brackets to the wall surface. If not feasible, identify the buildings preferred mounting method for new locations.
 - i. All design criteria are the responsibility of the Bidders. Mounting requirements should have been evaluated during the site visit.
- Along the outer walls identify areas, if any which are not suitable for the contractor / building maintenance to access the lighting with standard equipment.
 - i. All design criteria are the responsibility of the Bidders

13. Operating voltage of the lighting

- See drawings and lighting specifications previously supplied

14. Emergency lighting

- Identify & explain the current emergency lighting measures in place.
 - i. Bidder's new design does not use existing fixtures. An emergency lighting plan will be part of the final design
- Confirm emergency lighting uses general lighting and not independent / dedicated light fixtures.
 - i. Bidder's new design does not use existing fixtures. An emergency lighting plan will be part of the final design
- Confirm the emergency power supply is the same voltage as the operating voltage.
 - i. Bidder's new design does not use existing fixtures. An emergency lighting plan will be part of the final design
- What percentage of the current lighting is relayed to emergency power source?
 - i. Bidder's new design does not use existing fixtures. An emergency lighting plan will be part of the final design
- Identify the # of circuits hooked up to emergency power / quantity of relays and the relay power consumption ratings.
 - i. Bidder's new design does not use existing fixtures. An emergency lighting plan will be part of the final design

15. It is our intention to supply a panel-based control system with emergency circuit relays to address the control requirements. Due to Covid-19 travel restrictions imposed by Hubbell on employees, it is not possible for a Hubbell representative to perform a site visit. Can a copy of the electrical system distribution drawing available with a site visit be provided electronically? If not, in order to size our panel properly could a detailed description / break out of the lighting circuits be provided through e-mail?
- To respond to the tender, some member of the project team needed to be on site for a site inspection.
 - The available drawings have been previously provided
16. Commissioning the lighting system
- Identify if the consultant or the manufacturer will be performing light readings.
 - i. The commissioning of the system is the responsibility of the successful Bidder
 - Identify which variables from Table 3-1 will be measured on site for reporting purposes.
 - i. The Bidder must provide their own commissioning plan to prove the system meets the performance specification
17. Please advise on the function of the control system. What do you want the control system to do?
- Basic control features are the only requirement. Additional features can be listed and priced separately if the Bidder so chooses.
18. Experience – No contractor in SSM has experience in NHL Lighting – Are you looking for manufacture to have supplied?
- Some member of the successful Bidder's project team must have this experience. The designer and commissioning agent would be two critical roles to have had this experience.
19. There are a number of fixture types and capabilities – is it possible for the city to pre-approve a specific brand?
- No, the final design is the responsibility of the Bidder
20. Can we get original drawings with circuit layouts and control panel locations?
- The available drawings have been supplied
21. Can we get a preferred layout of fixtures with emergency lighting requirements?
- The available drawings have been supplied
22. Can we get an extension with these answers?
- An extension was previously provided
23. The original design had 56 lights over the ice surface. There seem to be some lights missing. Some rows have 7 lights, other rows have 5 or 6. Is there a reason some are missing? Is there power at these locations?
- The new design is not a like for like replacement.
24. Are we ONLY dealing with the ice surface lights? Or will the seating lighting be upgraded to LED as well?
- The new design is not a like for like replacement.
25. Is there currently some ice surface lighting on generator power? Or will this need to be re-configured to have some emergency lighting on the ice surface?
- The new design must consider an emergency lighting as part of the design
26. Can you confirm the ice surface lighting is 347 volts?
- The available drawings have been provided

27. Will this project need to be completed with the temporary hospital in place? Obviously with the amount of dust on these existing fixtures, the temporary hospital will no longer be sterilized. Not only that but access to these lights will be a problem
- The Bidder should assume that the temporary hospital will not be in place during the construction.

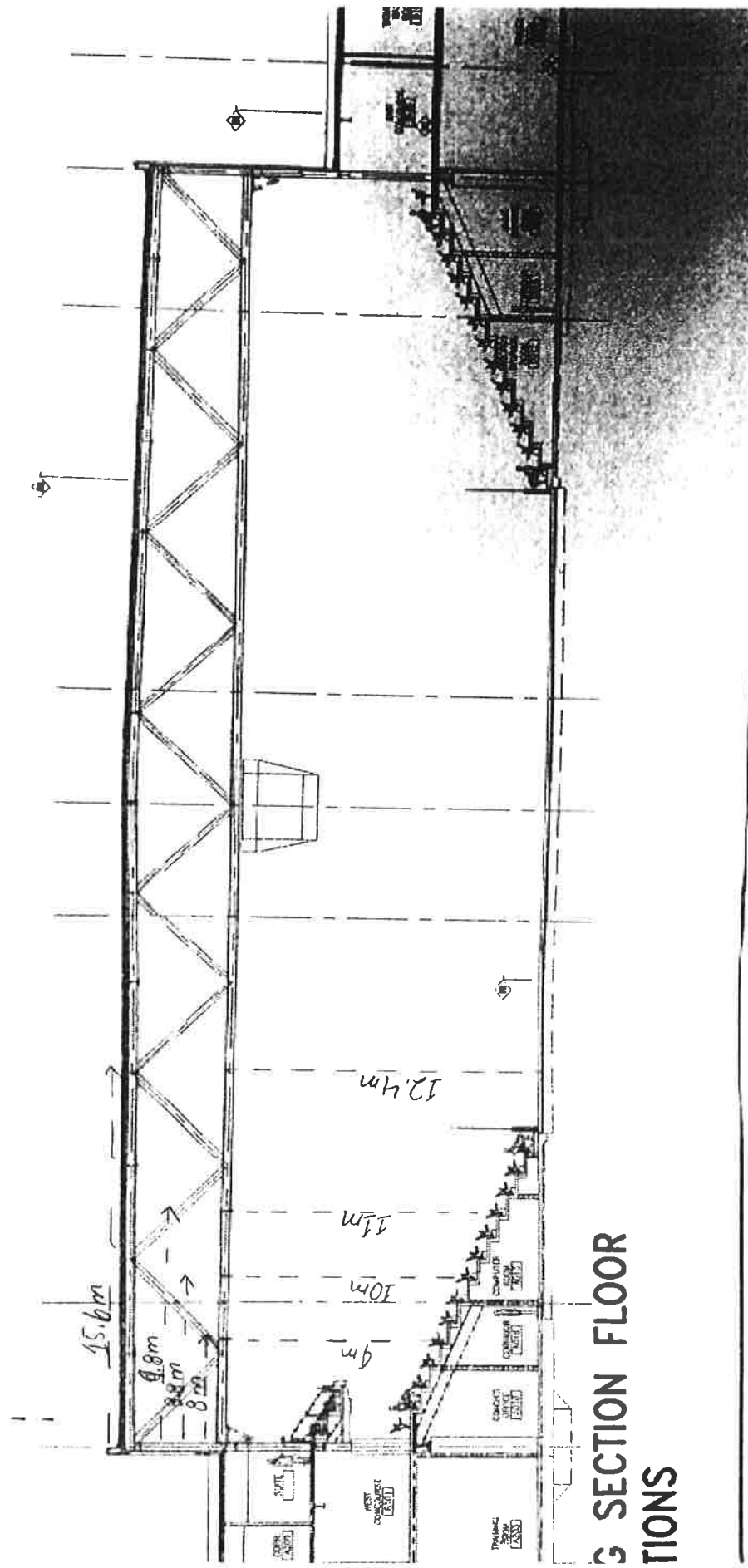


6 March 2020



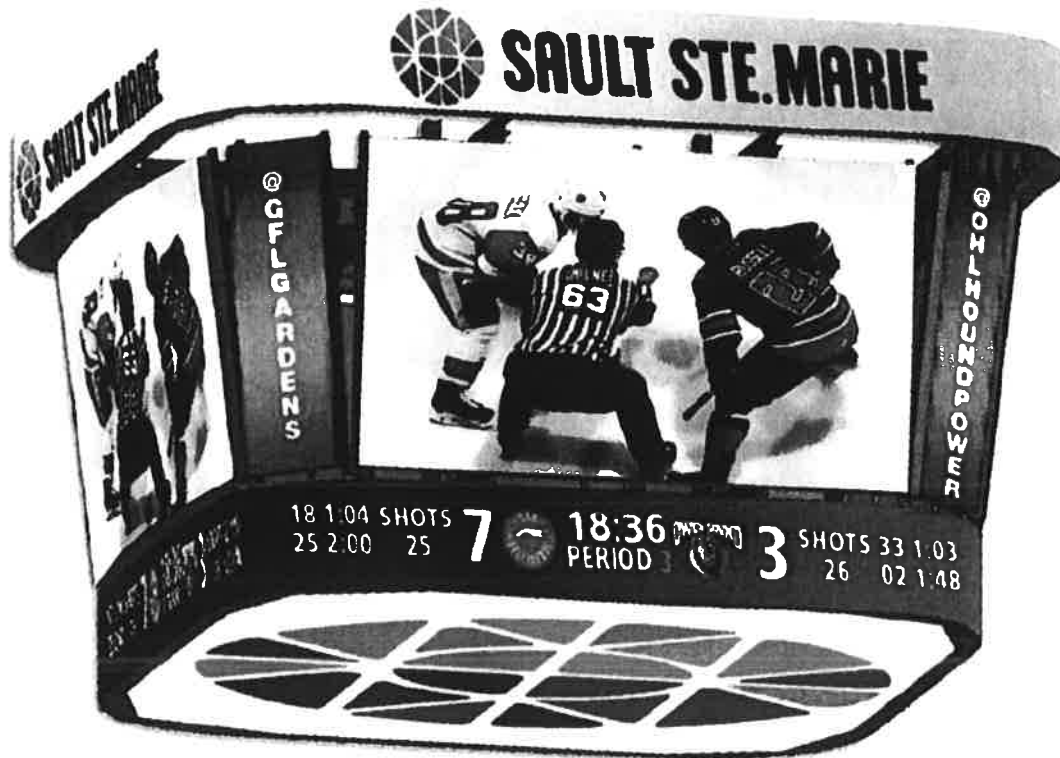
Jacob Kijana

TING



SECTION FLOOR
CTIONS

Option 1A



Features

- 6 mm pitch main LED screen (3.84 m wide by 2.16 m high)
- 6 mm pitch upper LED video ring (23.04 m wide by 0.72 m high)
- 6 mm pitch lower LED video ring (19.2 m wide by 0.72 m high)
- 6 mm pitch corner LED displays (0.72 m wide by 2.16 m high)
- Lower vinyl scrim

Option 1A

OES
SCOREBOARDS

Scoring and Timing

OES is the leading provider of professional caliber scoring and timing equipment. Our products are trusted by a majority of professional teams. The following is included in our proposal

- ISC9000-PR scoring controller with protective carrying case
- Horn control module with (2) trumpet horns for end of period
- (2) Rotation LED goal lights
- Distribution panel for scoring data feed
- (2) new LED locker room clocks
- Onsite upgrade of existing Time of Day and Shots on Goal displays
- M6200 fixed digit scoreboard with illuminated sponsorship panel

Control Room Integration

OES has included a selection of control room and video production equipment to facilitate the seamless integration of your existing equipment into the new centre hung scoreboard. Our base proposal includes:

- Upgraded 8 input video switcher (Black Magic Designs ATEM HD)
- Motion Rocket Content Management Software
- 18U floor rack to house all equipment
- 1500VA rack mount UPS to protect against unexpected power interruptions during events.
- All required cabling and adapters to connect existing and provided equipment

The project team has designed and installed control room systems ranging from simple live video feeds to full control rooms with multiple cameras. Our expertise is available should additional video production equipment be required such as:

- Cameras including wireless video feed transmission
- Video switchers such as Tricaster and Black Magic Designs
- Instant replay equipment such as solutions from Tricaster 3Play, JVC ProHD, Vmix, and others

You can trust our experience in designing packages to suit any need and budget.

All Prices exclude HST

Centre Hung Scoreboard Option 1A

LED Type: SMD 3in1
Brightness: 1800 nits
Pitch: 6mm
LED: Nationstar
Control System: NovaStar

Main Screens: 6mm

Resolution (Pixels): 640 x 360
Total LEDs: 230400
Aspect Ratio: 16:9
Size: 3840 mm (12.6') W x 2160 mm (7.09') H
Area: 8.29 m² (89.28 ft²)

Upper Ring: 6mm

Resolution (Pixels): 3840 x 120
Total LEDs: 460800
Size: 23040 mm (75.59') W x 720 mm (2.36') H
Area: 16.59 m² (178.56 ft²)
Diameter: 7.32 m (24')

Lower Ring: 6mm

Resolution (Pixels): 3200 x 120
Total LEDs: 384000
Size: 19200 mm (62.99') W x 720 mm (2.36') H
Area: 13.82 m² (148.80 ft²)
Diameter: 6.10 m (20')

Corner Wedges: 6mm

Resolution (Pixels): 120 x 360
Total LEDs: 43200
Size: 720 mm (2.36') W x 2160 mm (7.09') H
Area: 1.56 m² (16.74 ft²)

Included:

Lower printed vinyl skim – artwork to be provided
OES manufactured frame and sub structure
Assembly and installation

Scoring and Timing

- (2) ISC9000-PR Scoring Controllers (primary and spare)
- (2) ISCREM-S remotes
- (2) Pro hard sided carrying case for controller
- HN-CNTL horn control module
- Trumpet Horns
- RACK-485S scoring data distribution panel

Control Room

- (1) Motion Rocket Launch Pad Pro
- (4) Motion Rocket I/O modules
- (1) Kramer VM-4HDCPxI DVI Splitter
- (1) 18U floor rack
- (1) APC rack mount 1500VA UPS
- (1) 8 outlet power strip for rack
- (1) Vented rack shelf
- (1) Black Magic Designs ATEM Television Studio Pro HD complete with 24" LCD monitor
- (1) Patch cables and adapters as required

Winch System

Permanently Mounted Winch System

- 2 (two) chain hoist winch system
 - 33' Height of lift
 - 4.8m/min and 1.2 m/min lift speeds
- Secondary brake system for increased safety which acts directly on the load. Should primary brake fail the second brake automatically takes over the function of the main hoist brake.
- Single pendant control (two hoists, one control)
 - 3 selector switch for tandem, A or B control
 - Max 100' of control cable length
 - System will work in tandem, if there is any variance between hoists the A or B selector will allow for height adjustment of each individual hoist
- Engineered beam clamps with attachment point
- All Rigging and attachments to the centre hung scoreboard
- Installation and training

Secondary Fixed Safety Restraint System

- A secondary fixed safety restraint system will be installed consisting of steel cables affixed to centre hung scoreboard and attached to structural roof members.





SCOREBOARDS

Rep: Dana Plant Model No.: Center hung hockey
Customer: CFL Memorial - Sault Ste Marie



LED Corner Wedges

www.OES-Scoreboards.com





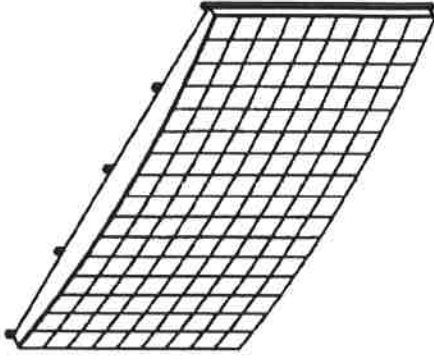
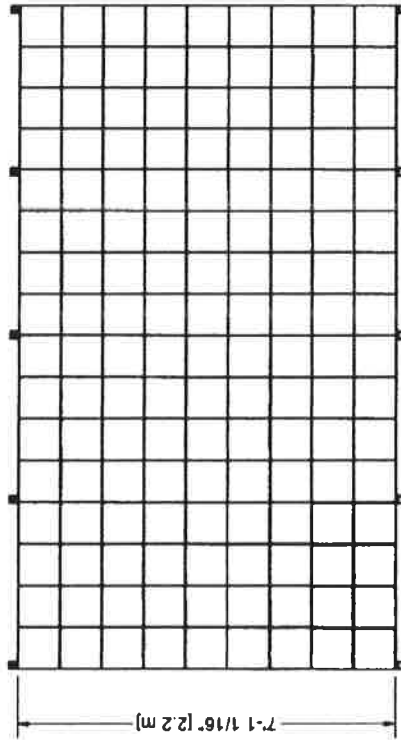
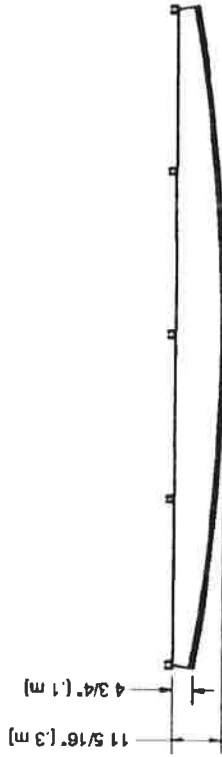
Rep: Dana Plant Model No.: Center hung hockey
Customer: GFL Memorial - Sault Ste Marie



Corner Static Panels

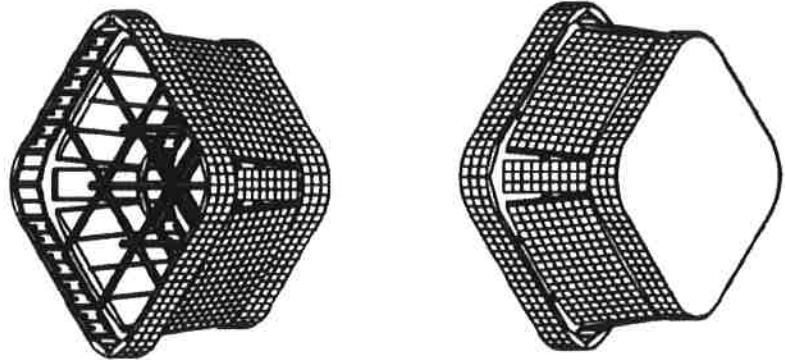
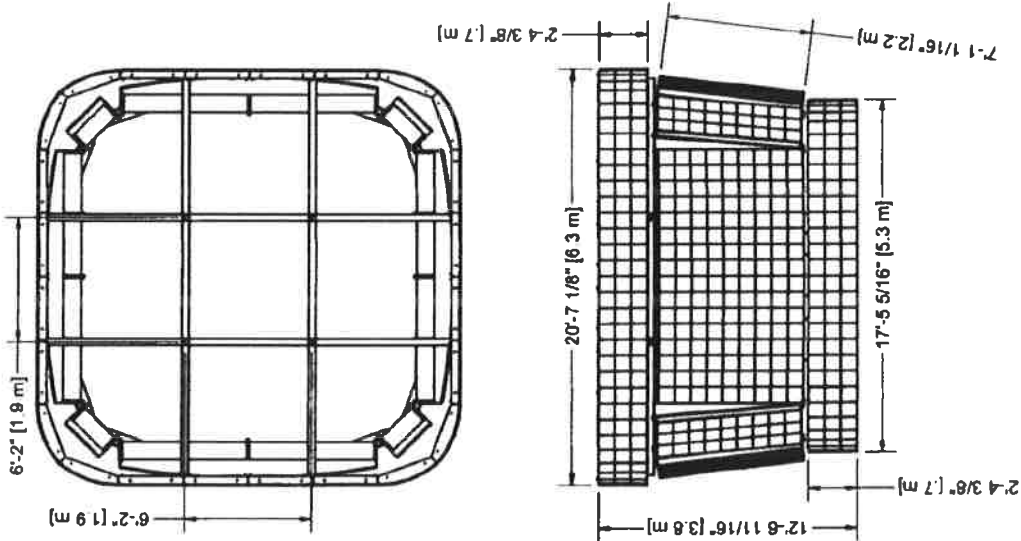
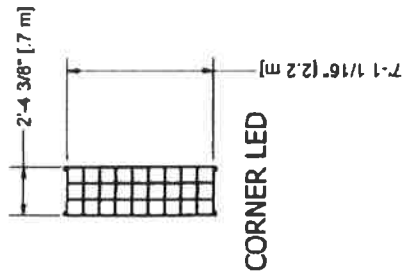
www.OES-Scoreboards.com

MAIN SCREEN
OPTIONS 1A & 3A



		4028 BUCKLE PLAZA London, ON, N6A 1P7 Tel: (519) 652-3633 Fax: (519) 652-3795 Email: oes@oes-inc.com	
DESCRIPTION OES ELECTRONIC SCOREBOARDS 32046 P GFL MEMORIAL GARDENS		REV. DRAWING DATE 2019-12-09	
SIZE TABLE B 32046 P GFL A OPTIONS-JMB		REV. DRAWING DATE 2019-12-09	
USE FOR REVIEW		SCALE NTS 1/8" = 1'-0"	
TOLERANCE INFORMATION THIRD ANGLE PROJECTION		SHEET NO. 6 OF 10	
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32046 P GFL OPTION 1A
 TOP EL = 37.8'
 BOTTOM EL = 25.1'
 (BASED ON TOP AT
 UNDERSIDE OF LIGHTS)



LED Specifications
OPTION 1A TOTAL
 LED: 3m SMD
 Screen: OES P6
 Processor: Novastar MCTRL300
 Fiber Converter: NovaStar (Pair)
 Pitch: 8 mm
 Weight: 4444 Lbs, 1945 Kg (Video Components Only)
 Power: 28.28 (kW), 208 VAC, 135.96 (Amps)

FOR DISTRIBUTION SEE SHEET 1

		4058 Bath & Road London, ON N6L 1P7 Tel: (519) 682-5833 Fax: (519) 682-3765 Email: info@oes-inc.com	
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REV	DATE	BY	DATE
B	2019-12-09	NTS	2019-12-09
THIRD ANGLE PROJECTION		USE FOR REVIEW	
SCALE: NTS		DRAWN BY: cmline	
SHEET: 2 OF 10			

Secondary Fixed Safety Restraint System

- A secondary fixed safety restraint system will be installed consisting of steel cables affixed to centre hung scoreboard and attached to structural roof members.

Scoring and Timing

- (2) ISC9000-PR Scoring Controllers (primary and spare)
- (2) ISCREM-S remotes
- (2) Pro hard sided carrying case for controller
- HN-CNTL horn control module
- Trumpet Horns
- RACK-485S scoring data distribution panel

Control Room

- (1) Motion Rocket Launch Pad Pro
- (4) Motion Rocket I/O modules
- (1) Kramer VM-4HDCPxI DVI Splitter
- (1) 18U floor rack
- (1) APC rack mount 1500VA UPS
- (1) 8 outlet power strip for rack
- (1) Vented rack shelf
- (1) Black Magic Designs ATEM Television Studio Pro HD complete with 24" LCD monitor
- (1) Patch cables and adapters as required

Winch System

Permanently Mounted Winch System

- 2 (two) chain hoist winch system
 - 33' Height of lift
 - 4.8m/min and 1.2 m/min lift speeds
- Secondary brake system for increased safety which acts directly on the load. Should primary brake fail the second brake automatically takes over the function of the main hoist brake.
- Single pendant control (two hoists, one control)
 - 3 selector switch for tandem, A or B control
 - Max 100' of control cable length
 - System will work in tandem, if there is any variance between hoists the A or B selector will allow for height adjustment of each individual hoist
- Engineered beam clamps with attachment point
- All Rigging and attachments to the centre hung scoreboard
- Installation and training

Option 3A



Features

- 6 mm pitch main LED screen (3.84 m wide by 2.16 m high)
- 6 mm pitch upper LED video ring (23.04 m wide by 0.72 m high)
- 6 mm pitch lower LED video ring (19.2 m wide by 0.72 m high)
- Corner static sponsor panel (1.3 m wide by 2.2m high)
- Lower vinyl skrim

Option 3A

OES
SCOREBOARDS

All Prices Exclude HST

Centre Hung Scoreboard Option 3A

\$511,491

LED Type: SMD 3in1
Brightness: 1800 nits
Pitch: 6mm
LED: Nationstar
Control System: NovaStar

Main Screens: 6mm

Resolution (Pixels): 640 x 360
Total LEDs: 230400
Aspect Ratio: 16:9
Size: 3840 mm (12.6') W x 2160 mm (7.09') H
Area: 8.29 m² (89.28 ft²)

Upper Ring: 6mm

Resolution (Pixels): 3840 x 120
Total LEDs: 460800
Size: 23040 mm (75.59') W x 720 mm (2.36') H
Area: 16.59 m² (178.56 ft²)
Diameter: 7.32 m (24')

Lower Ring: 6mm

Resolution (Pixels): 3200 x 120
Total LEDs: 384000
Size: 19200 mm (62.99') W x 720 mm (2.36') H
Area: 13.82 m² (148.80 ft²)
Diameter: 6.10 m (20')

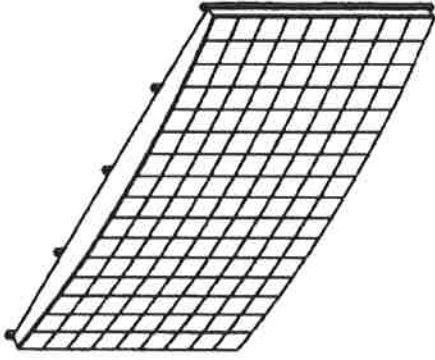
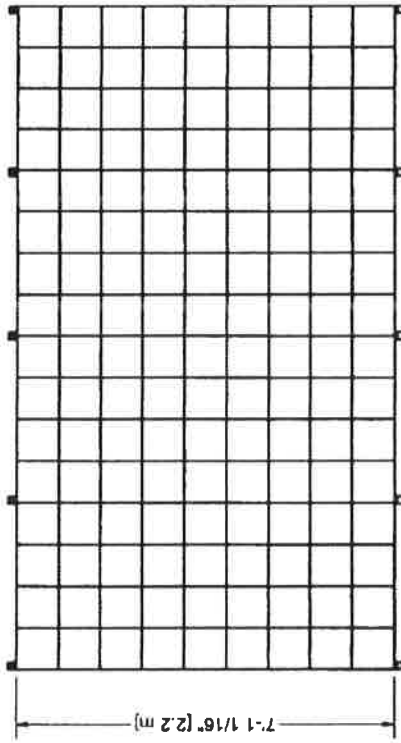
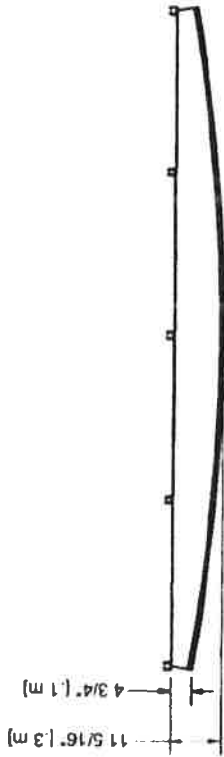
Static Corner Sponsorship Panels:



Aluminum panels with vinyl applied directly to the face
Dimensions: 1.3 m (4.38') W x 2.2 m (7.06') H
Non-illuminated (illuminated optional)

Included:

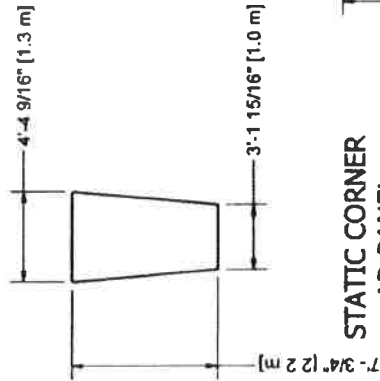
Lower printed vinyl skrim – artwork to be provided
OES manufactured frame and sub structure
Assembly and installation

**MAIN SCREEN
OPTIONS 1A & 3A**

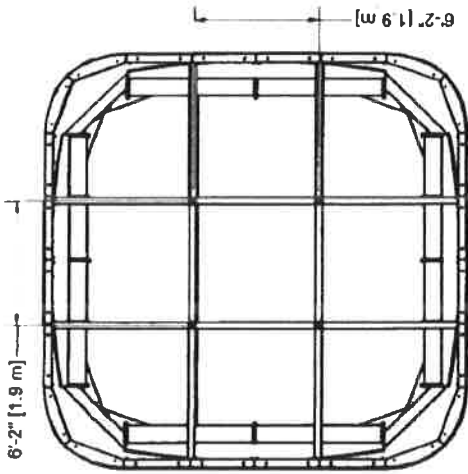


		6208 Blaine Road, London, OH, 44130, U.S.A. Tel: (419) 882-3700 Fax: (419) 882-3703 Email: oes@oes-nc.com	
DESCRIPTION OES ELECTRONIC SCOREBOARDS 32046 P GFL MEMORIAL GARDENS		REF: 32046 P GFLA OPTIONS.dwg DATE: 2019-12-09 BY: C	
TITLE BLOCK B		USE FOR REVIEW	
PROJECT NTS		DRAWN BY: <i>omline</i>	
SHEET NO.		PAGE 6 OF 10	
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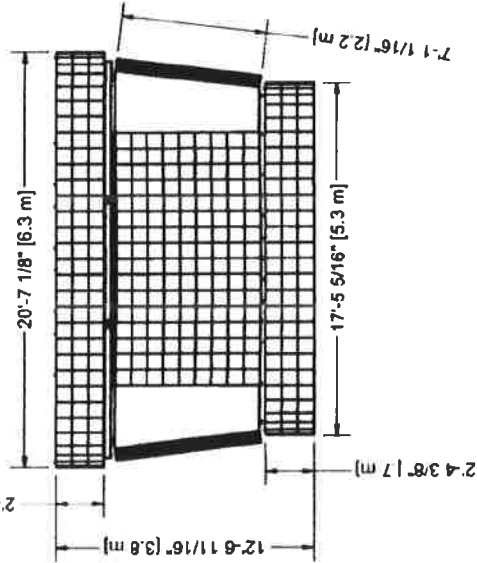
32046 P GFL OPTION 3A
 TOP EL = 37.8'
 BOTTOM EL = 25.1'
 (BASED ON TOP AT
 UNDERSIDE OF LIGHTS)



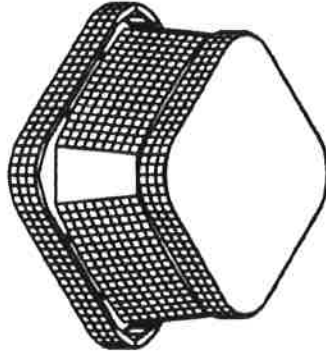
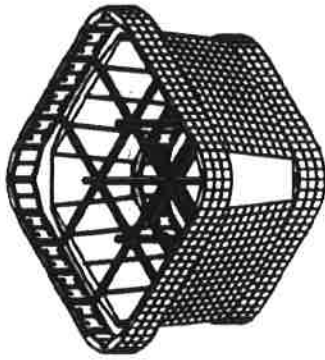
STATIC CORNER
 AD PANEL



2'-4 3/8" (1.7 m)



2'-4 3/8" (1.7 m)



LED Specifications

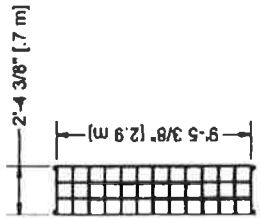
OPTION 3A TOTAL
 LED: 3in1 SMD
 Screen: OES P6
 Processor: NovaStar MCTRL300
 Fiber Converter: NovaStar (Pair)
 Pitch: 6 mm
 Weight: 4048 Lbs, 1765 Kg (Video Components Only)
 Power: 25.76 (kW), 208 VAC, 123.85 (Amps)

FOR DISTRIBUTION SEE SHEET 1

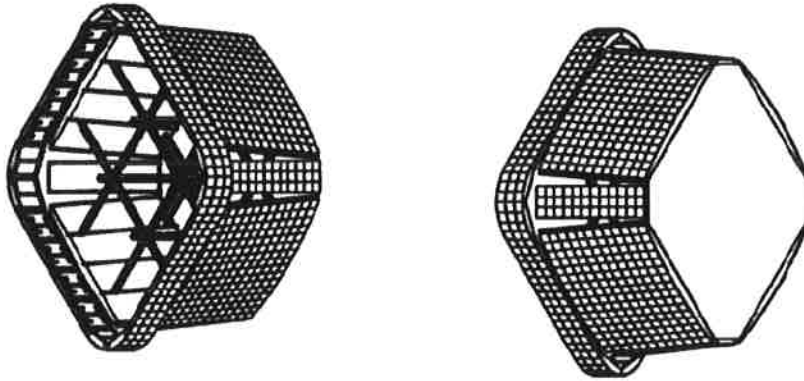
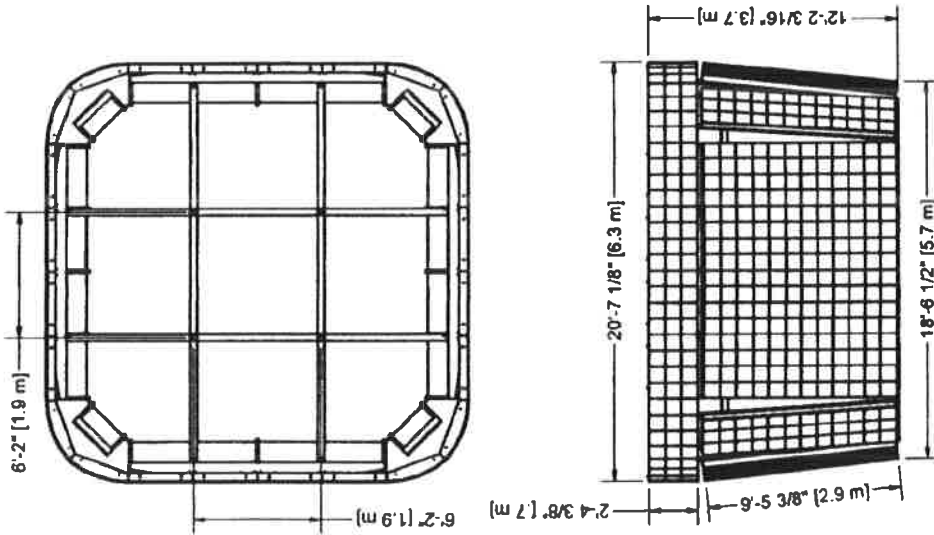
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SCALE B	PROJECT 32046 P GFL A OPTIONS.dwg	DRAWN BY cmr	PAGE 3 OF 10
USE FOR REVIEW			

32046-P OPTION 2A
 TOP EL = 37.8'
 BOTTOM EL = 25.4'
 (BASED ON TOP AT
 UNDERSIDE OF LIGHTS)



CORNER LED



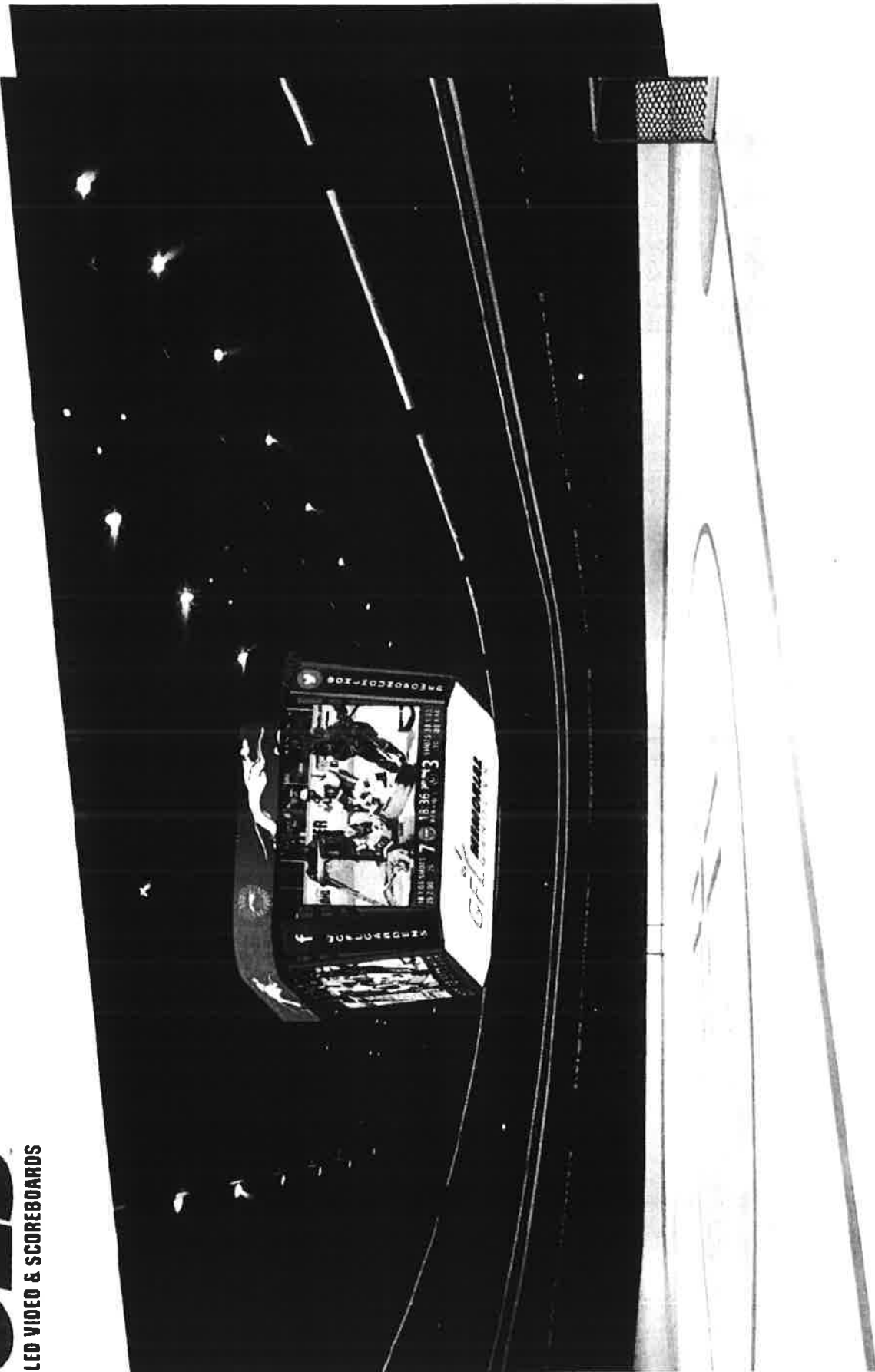
LED Specifications

OPTION 2A TOTAL
 LED: 3in1 SMD
 Screen: OES P6
 Processor: Novastar MCTRL300
 Fiber Converter: NovaStar (Pair)
 Weight: 3872 Lbs, 1620 Kg (Video Components Only)
 Power: 28.00 (KW), 208 VAC, 134.62 (Amps)

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SHEET NO. B	PROJECT NO. 32046 P GFL A OPTIONS.Lbr	SCALE NTS
USE FOR REVIEW		PAGE 4 OF 10



- RACK-485S scoring data distribution panel

Control Room

- (1) Motion Rocket Launch Pad Pro
- (4) Motion Rocket I/O modules
- (1) Kramer VM-4HDCPxI DVI Splitter
- (1) 18U floor rack
- (1) APC rack mount 1500VA UPS
- (1) 8 outlet power strip for rack
- (1) Vented rack shelf
- (1) Black Magic Designs ATEM Television Studio Pro HD complete with 24" LCD monitor
- (1) Patch cables and adapters as required

Winch System

Permanently Mounted Winch System

- 2 (two) chain hoist winch system
 - 33' Height of lift
 - 4.8m/min and 1.2 m/min lift speeds
- Secondary brake system for increased safety which acts directly on the load. Should primary brake fail the second brake automatically takes over the function of the main hoist brake.
- Single pendant control (two hoists, one control)
 - 3 selector switch for tandem, A or B control
 - Max 100' of control cable length
 - System will work in tandem, if there is any variance between hoists the A or B selector will allow for height adjustment of each individual hoist
- Engineered beam clamps with attachment point
- All Rigging and attachments to the centre hung scoreboard
- Installation and training

Secondary Fixed Safety Restraint System

- A secondary fixed safety restraint system will be installed consisting of steel cables affixed to centre hung scoreboard and attached to structural roof members.

Rep: Dana Platt Model No.: Center hung hockey
Customer: GFL Memorial - Sault Ste Marie



LED Corner Wedges

End of Addendum



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR TENDER

Addendum #3

LED Lighting Upgrades – GFL Memorial Gardens

May 12th, 2020
File: 2020CDE-AR-04-T



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
ADDENDUM #3 - RESPONSES TO QUESTIONS
LED LIGHTING UPGRADES – GFL MEMORIAL GARDENS

1. Is the electrical contractor able to use the GFL local snorkel lift for the lighting replacement?
 - i. No, the contractor should supply their own equipment
2. When will the medical rooms be removed from the rink surface?
 - i. As stated in Addendum #2 Q&A #27, assume the temporary hospital has been removed
3. The removed existing fixtures, Does GFL want them left on site or docs EC required to remove all lighting off site and disposal of them and who pays for the disposal fee.
 - i. As stated in Section 2 Instructions to Bidders of the RFT Document, in the "Save on Energy Program Application" and "section 15 Recycling Plan", the fixtures are to be removed and decommissioned in a responsible manner and the cost is borne by the Bidder. Documentation will need to be provided from the successful bidder confirming safe disposal/recycling, and quantity in accordance with grant guidelines to submit for the grant as indicated in the RFT document.
4. Lighting suppliers are stating long lead time for fixtures, 6-8 weeks. This leaves the EC little time for installation and may require added time to the project. Will need added time on the completion date.
 - i. Everyone understands that supply chains are stressed at this time. Propose the schedule that you feel you need based on current situations.
5. What COVID-19 items are required from the city/GFL to work on site.
 - i. This is an evolving issue. As the supervisor of the work, include the PPE as outlined in the latest government publications for construction projects and schedule the manpower accordingly. A second price indicating the cost without the COVID restrictions would be helpful if the project gets rescheduled to a time when the COVID restrictions are lifted.
6. Why is the score clock drawings attached to Addendum #2
 - i. Addendum #2 Question #10 – one of the potential bidders requested details on the scoreboard.

End of Addendum



1. FORM OF TENDER

The Bidder, the undersigned, having carefully examined the specifications provided, and having made an adequate site inspection, and having read the general conditions and instructions to bidders, attached to and forming a part of this request for tender, hereby propose and agree to supply, all materials, labour and equipment pertaining to the **Supply & Install of an LED Lighting Retrofit** at the GFL Memorial Gardens, located at 269 Queen St E, Sault Ste. Marie, ON P6A 1Y9, as detailed below, at the following tendered prices in Canadian Dollars:

Materials, Labour & Equipment to Supply & Install LED Lighting Retrofit - In accordance with Section 3: Specifications	\$ 309,084.00
13% HST	\$ 40,180.92
Total Tendered Price	\$ 349,264.92

The cost of all equipment, including lifts and barricades, required to perform the Scope of Work, as well as the cost for all required permits and inspections, is to be included in the Tendered Amount.

1. The Bidder understands that a Site Inspection accompanied by the Project Manager, or his designate, is required prior to submitting a tender for this requirement. We understand that Tenders submitted in the absence of this Site Inspection will not be considered.
2. The Bidder has attached a Project Timeline and Installation schedule as requested in the Tender documents.
3. The Bidder has complied with, or are the process of complying with, the requirements of the City's Contractor Pre-Qualification Program.
4. It is further understood and agreed that Tenders submitted without the Form of Tender (this Section) fully completed; including original signatures will not be considered.
5. It is further understood and agreed that any changes to the original terms outlined in the Form of Tender, Supplementary Conditions, or the CCDC Contract will result in the Tender not being accepted.
6. The Bidder has delivered all items required under "Bonding Requirements".
7. It is further understood and agreed that upon acceptance and execution of this Tender by the Corporation of the City of Sault Ste. Marie, this Form of Tender together with the terms and conditions hereto attached, shall constitute a valid and binding contract between the parties hereto.

- 8. The Bidder declares that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Tender for the same purpose and is in all respects fair and without collusion or fraud.
- 9. It is further understood and agreed that the lowest or any Tender will not necessarily be accepted, and that the Corporation reserves the right in its absolute discretion to reject any or all proposals or accept that proposal deemed most acceptable to the City Corporation.

The Bidder hereby acknowledges that this executed Form of Tender and all additional documents requested in the "Instructions to Bidders" shall form the Tender Package to be evaluated by the City of Sault Ste. Marie.

S.&T. Electrical Contractors Limited

Name of Company

Seal

158 Sackville Road

Address

Sault Ste. Marie, Ontario

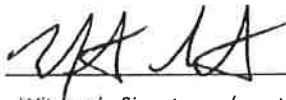
City

P6B 4T6

Postal Code



 Signing Officer Signature



 Witness' Signature (must be present if Corporate Seal is not affixed to Form of Tender)

Dennis Tatasciore

Signing Officer (Print Name)

705-942-3043

Telephone Number

dtatasciore@stgroup.ca

Email Address

June 22, 2020.

Date



14 July 2020

Attn.: Michael Tatasciore, Construction Manager/Electrical Supervisor/Estimator
S&T Group
 158 Sackville Rd
 Sault Ste. Marie, ON P6B 4T6

by email: MTatasciore@stgroup.ca

Re: Letter of Intent
LED Lighting Retrofit (2020CDE-AR-04-T)
for the Corporation of the City of Sault Ste. Marie
GFL Memorial Gardens, Sault Ste. Marie, Ontario

We thank you for your Tender on the above-noted project. After having reviewed your Tender Submission dated June 22nd 2020, we are pleased to announce that your tender has been accepted by the Corporation of the City of Sault Ste. Marie.

The following is a summary of the Submitted Bid Prices:

Item (all prices excluding HST)	Main Bid	Alternative Bid
Base Bid	\$309,084.00	\$228,384.00
Adder#1 – Full Lighting Controls Upgrade	\$100,626.00	\$100,626.00
Adder #2 – Alternative Lighting Controls Upgrade	\$14,060.00	\$14,060.00
Adder #3 – Colour Lights	\$61,773.00	\$61,773.00

After a value engineering discussion, the following adjusted bid price was submitted and was accepted as the Contract price for this project.

Item	Price
QMJHL Lighting Standard = Base Bid + Lighting Controls Adder #2	\$242,444.00
Price Reduction	<u>(\$14,444.00)</u>
Grand Total	\$228,000.00

This is your authorization to proceed with the project immediately.

This "Letter of Intent" formally initiates the Contract in accordance with the requirements of the Contract Documents. Please obtain and provide to our office the required documentation for the project including, but not limited to, the following:

- Workers' Compensation Clearance Certificate;
- Compliance with Contractor Pre-Qualification Requirements;
- Original Bonding Certificates – Performance Bond – Labour & Materials Bonds;
- Insurance Certificates – listing the City and their Consultants as additional Insured;
- Copy of "Notice of Project" application to the Ontario Ministry of Labour;
- Fixture Removal and Disposal Plan; and
- Construction Schedule.

These documents must be in place prior to performing any construction activities on the site. In accordance with the City of Sault Ste. Marie's COVID-19 site visit requirements, the site is available for review and planning. A pre-construction meeting must be set up and your preliminary schedule and overall job plan will be presented at that meeting.

The Substantial and Final Completion dates need to be established ASAP. The formal contracts are being prepared with these indicated dates and will be forwarded to you shortly for approval and execution.

Please do not hesitate to contact me should you have any questions or require clarifications. I can be reached by telephone at (705) 949-1033 x.201 or by e-mail at rreid@nsci.ca.

Sincerely,



Robert W. Reid, P.Eng. MBA
President & CEO

CC: T. Gowans (City of SSM), B. Lamming (City of SSM), Project File (104-4F)

117581 State Board of Education



158 Sackville Road, Sault Ste. Marie, Ontario P6B 4T6

ELECTRICAL • MECHANICAL • REFRIGERATION • TECHNOLOGIES
• GENERAL CONTRACTING •

• TEL 705.942.3043 • FAX 705.942.0614

Line Item	Description	Progress Value
	GFL - 2357-EPI	
10000	General Materials	\$8,500.00
10025	Lighting Package	\$140,500.00
10050	Lighting Controls	\$10,000.00
10075	Labour	\$61,000.00
10100	General Expenses	\$2,500.00
10125	Rentals	\$5,500.00
	PO Total	\$228,000.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-148

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and EllisDon Civil Ltd. for the Connor Road culvert repair (Contract 2020-10E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated August 10, 2020 between the City and EllisDon Civil Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for the Connor Road culvert repair (Contract 2020-10E).

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2020-10E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 10th day of August in the year 2020 by and between EllisDon Civil Ltd. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

CONNOR ROAD CULVERT REHABILITATION CONTRACT 2020-10E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P.Eng., Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, the Drawings and Addendum #1.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason

or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON.
P6A 5X6

THE CONTRACTOR: EllisDon Civil Ltd.
132 B Industrial Court A
Sault Ste. Marie, ON
P6B 5W6

THE CONTRACT ADMINISTRATOR: STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, ON.
P6A 2B3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - CHRISTIAN PROVENZANO

(seal)

CITY CLERK – RACHEL TYCZINSKI

THE CONTRACTOR

EllisDon Civil Ltd.

Company Name

(seal)

signed

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-150

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and IDEA Inc. for the Feasibility Study and Preliminary Design Concept for Kinsmen Centre.

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 July 29, 2020 between the City and IDEA Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Feasibility Study and Preliminary Design Concept for Kinsmen Centre.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



Ontario Association of Architects

Schedule "A"

Standard Short Form of Contract for Architect's Services

OAA 800 - 2011

The Client and the Architect agree to the following terms and conditions made as of: July 29, 2020

Client: (name and address)

Architect: (name and address)

The Corporation of the City Of Sault Ste. Marie, 99 Foster Drive, Sault Ste. Marie, ON. P6A 5X6

IDEA Inc. Integrated Design Engineering and Architecture, 421 Bay Street, Suite 507, Sault Ste. Marie, ON. P6A 1X3

Client's Project: (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

Feasibility Study & Preliminary Design Concept for Kinsmen Centre: File #2020CDE-03-P

The Architect shall coordinate the services of the following Consultants:

engaged and paid by the Architect:

engaged and paid by the Client:

Advisory Services BDO Canada LLP

The Client shall pay the Architect's Fees and reimbursable expenses as set out below, plus value added tax (HST). Invoices submitted are payable within 30 days, or as otherwise agreed. Unpaid invoices shall bear interest per annum, calculated monthly, at prime plus 2% from 30 days to 60 days; prime plus 4% thereafter.

Additional Services approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

[x] A Lump Sum Fee of: \$ 53,470.00

A Deposit of:

[] At Architect's Standard Hourly Rates.

The deposit is the minimum amount payable under this Agreement, and will be credited against the final invoice.

[] A Percentage-based Fee of: % of the Construction Cost as defined.

Reimbursable expenses are charged at cost plus 0% for administration and include charges for: printing, copying, delivery, communication, travel and if authorized, lodging, special photography or models.

Other Conditions: (reference attached information if needed.)

This Agreement is to be read in conjunction with the Request for Proposal Document issued by the Corporation of the City of Sault Ste. Marie dated May 28, 2020: File #2020CDE-03-P; and the Proposal response submitted by IDEA Inc + BDO LLP dated June 26, 2020, all of which are attached as reference documents to this Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Client signature

Architect signature

PER:

Christian Provenzano, Mayor

name PER:

Franco Pastore

name

Rachel Tyczinski, City Clerk

OAA 800 - 2011

Protected by Copyright for use only by Ontario Architects

Page 1



The Architect shall render the Services to the Client in accordance with the following terms of engagement:

1. **Professional Responsibility:** The Architect shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Architects in Ontario carry professional liability insurance to the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
 - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
 - (2) timely communication of Client's decisions or responses during the Project;
 - (3) any costs related to Client-initiated design changes made after Client's previous approval;
 - (4) arranging bonding and/or insurance coverage for any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the architect are Instruments of Service. The Architect retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.

The Client may retain copies including electronic, digital or other reproducible copies, of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without express written consent of the Architect. The Client's use of Instruments of Service is contingent upon full payment to the Architect for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Architect will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Architect reserves the right to suspend service on this project if invoices are not paid within 45 days, from the date of issue and the Architect will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. On termination the Client shall forthwith pay to the Architect its charges for the Services performed to the date of termination, including all fees and charges for this Project.
8. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Architect related to this contract is limited to the amount of professional liability insurance carried and available. The Architect shall not be responsible for:
 - (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
 - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work;
 - (3) any changes made to the architect's design, drawings or documents without the architect's knowledge and approval;
 - (4) decisions made by the Client without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
 - (5) interpretations by an authority having jurisdiction which differs from that of the architect regarding statutes, regulations, laws and by-laws;
 - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
 - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
9. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.

Initialed by: Client Architect

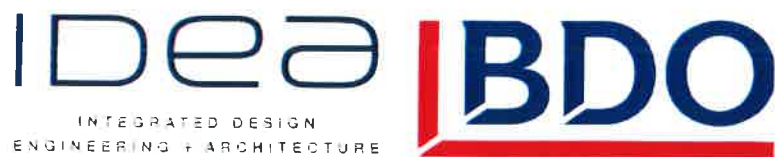
[Signature boxes]

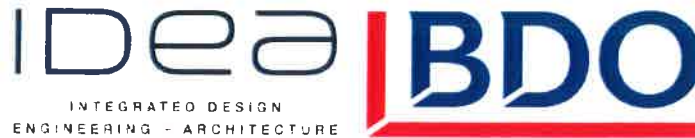


June 26th 2020

Proposal for Professional Services

Feasibility Study & Preliminary Design Concept for
Kinsmen Centre: File #2020CDE-03-P





June 26th, 2020

Attention:

Mr. Travis Anderson,
Director, Tourism and Community Development
705-989-7915,
t.anderson@cityssm.on.ca.

Re: Request For Proposals – FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

Dear Travis,

IDEA + BDO, are pleased to provide you with this proposal for Advisory and Architectural consulting services to determine the feasibility of constructing a new Kinsmen Centre building to be located within the Kinsmen Park on 780 Landslide Road, in Sault Ste. Marie. This response is a coordinated effort between IDEA Inc. and BDO. We will be partnering for this project to maximize our ability to provide the requisite services.

We understand that the purpose of this project is to establish a definitive strategy for a new multi use recreational and meeting facility. A new Kinsmen Centre will need to be designed to meet current community needs and primary stakeholders such as Kinsmen Club of Sault Ste. Marie, the Soo Finish Nordic Ski Club, the Sault Cycling Club and other Partners. Our feasibility study will outline that path through public consultation and market analysis to establish a viable solution for your project needs. It will provide you with a functional program, an architectural vision and provide insight to an efficient design.

You will find in this proposal that we have assembled a highly experienced team that have complimentary skills and the required expertise to successfully deliver an integrated program to serve this project. We have significant background in feasibility studies, multi use assembly facilities, and other large capital projects across Northern and Eastern Ontario. Our team has already climbed the learning curve. We will be ready on day one to thoughtfully collaborate with you to fulfill your vision.

Sincerely,

Franco Pastore, Partner
B.Arch, OAA, NCARB, AIA, License Michigan
IDEA Inc. Integrated Design Engineering+Architecture

Joe Melisek B.Sc. B.A. CMC
Associate, Advisory Services
BDO Canada LLP

IDEA Inc.
integrateddesign.ca

421 Bay Street, Suite 507
Sault Ste. Marie, ON
P6A 1X3
(705)-949-5291

BDO Canada LLP
bdo.ca

747 Queen Street East
Sault Ste. Marie, ON
P6A 2A8
(705)-945-8990

FORM OF PROPOSAL

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We understand that the Proposal submitted shall comply with submission instructions provided in the Information to Proponents (Section 1) of the RFP.

I/We have submitted all required Pricing Schedules (**in Canadian Dollars, HST extra**), and other information requested with the Proposal (required to qualify).

I/We agree that this Proposal shall be irrevocable from the time and date that the Proposals are opened in accordance with the time period stated in Paragraph 7 of the Information to Proponents.

I/We understand that any proposal submitted without the required attachments and documentation may not be considered.

All work will be completed within the specified timetable as outlined in the response to the Request for Proposal. The timetable will start upon receipt of notification of acceptance of this proposal and your official purchase order with a starting date agreed to by both parties.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is understood and agreed that the City reserves the right to reject a Proposal from any Proponent against whom it has an unresolved claim for damages of any kind whether the claim is in litigation or not. It is further understood and agreed the City may reject a Proposal from any Proponent with whom it is engaged in litigation before the Courts; regardless of how the matter arose in the first instance.

Form of Proposal (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

It is further understood and agreed that the lowest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City.

The City further reserves the right to negotiate further with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We agree that the City's Purchase Order and Request for Proposal Document; as well as the Proposal submitted shall constitute the whole of the Agreement with the successful Proponent unless stated below:

I/We confirm that the Proponent and all installation Subcontractors, its/their Officers and Directors; and Supervisory staff have not been convicted of an Offence under the *Occupational Health and Safety Act*, nor the *Workplace Safety and Insurance Act*:
Yes ___ No ___ If there has been a conviction, details of the conviction are:

This "**Form of Proposal**" must be completed, legibly signed in ink, and returned as part of the Proposal submission to qualify.

IDEA Inc.
NAME OF FIRM

(seal)

421 Bay Street, Suite 507
ADDRESS

Sault Ste. Marie, Ontario
CITY

P6A 1X3
POSTAL CODE


SIGNING OFFICER SIGNATURE


WITNESS' SIGNATURE (must be present if Corporate Seal is not affixed to Form of Proposal)

Franco Pastore
SIGNING OFFICER'S NAME (please print)

(705)- 949-5291
TELEPHONE NUMBER

fpastore@integrateddesign.ca
CONTACT EMAIL ADDRESS

June 26th 2020
DATE

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1. Summary

Project Understanding

Understanding of the Terms of Reference

This undertaking involves a feasibility study to determine the scope and cost of a new multi use recreation / assembly facility that responds to the community's needs and budget. This study will determine if a project is viable based on anticipated demand, projected operational costs, forecasted revenue, and available funds. The objective of this study is to evaluate the options and to identify the preferred solution that fits within the established criteria and feasibility threshold. This feasibility study will:

- + Summarize industry trends & demand etc
- + Summarize building options & factors for selection of building type
- + Summarize space options & demand factors that influence functional programming f
- + Summarize site plan development options complete with servicing infrastructure needs
- + Compare the options based on capital, facility operating and maintenance, and life cycle costs
- + produce a business plan for the preferred option

Understanding of the Project

It is our understanding The Corporation of the City of Sault Ste. Marie is seeking a company to lead the development of the proposed Kinsmen and Soo Finnish project. As the consultants on the 2009 study, BDO Canada LLP Chartered Accountants and Advisors and their partner IDEA Inc. have first-hand knowledge of the project not only from that previous experience, but also as residents who frequent the cross country, walking and cycling trails and facilities. This coupled with our experience and expertise in community development, tourism and the creation of sustainable infrastructure from a feasibility study, concept and detailed design and implementation perspective would be invaluable to the proponent groups. In addition, our team has a history of implementation of successful public facilities, recreation or community centre projects of similar size to the Kinsmen Centre, including the Sault Ste Marie's Northern Community Centre, Garden River's Multipurpose Complex, BFN's Cultural Centre and Ojibway Park to name a few locally. All this will benefit the various stakeholders as they assess and work through the options towards a preferred option for the proposed four-season facility.

Located in Kinsmen Park, on Landslide Road in Sault Ste Marie, the project is being developed in partnership with the Kinsmen Club of Sault Ste. Marie, the Soc Finish Nordic Ski Club, the Sault Cycling Club and other Partners. The new Kinsmen

Centre (KC) is envisioned as a multi-use facility and accessible to the community. The Centre will be capable of hosting a range of events and activities including monthly Kinsmen Club of Sault Ste. Marie Board meetings, provincial and national level cross-country ski & mountain bike events, weekly youth cross country ski training classes, ski rental operations and outdoor education classes.

Given the number of partners and potential events, the study team understands and recognizes the needs for solid market data and information in order to ensure that a sustainable capital and operating model is implemented. Typically, it is based on one or two anchor tenants or groups that can provide traffic/cash flow with a range of other activities and user groups to support. This will drive the functional analysis, site and concept development resulting in a preferred options for final costing and business planning suitable for funding/financing. Our proposal, herein, focuses on these priorities with the intent of providing a final product that meets the needs of the various partners and groups. Thank you for your consideration of IDEA + BDO proposal and we look forward to working with you again on this much needed development

The design of any community facility is unique and requires an in-depth knowledge of how activities and community values will impact on the type and function and architecture of the building used to accommodate it. From our perspective, this kind of thinking differentiates an intuitive, highly functional facility design from a more generic structure.

This feasibility study will establish a definitive strategy for a new Kinsmen Centre. Our work will involve investigating the site, identifying the project requirements, and working within identified parameters to determine a pathway to achieving the City's vision. When we hand over the report, you will have an implementation strategy, conceptual design, anticipated costing and business plan ready for the next stage in the realization of this project.

A Generational Opportunity

The development of a multi use centre is a major milestone in the life of a community. This is particularly true in Sault Ste. Marie where the challenge of aging infrastructure is magnified by the reality that the development of a Kinsmen Centre may be the only chance to provide new amenities for the next 50 years.

For the Kinsmen Club and its partners, the importance of getting it right impacts not only the ski and cycling community - it also has the potential to attract new interest, more visits, new members, tourism, and improve the quality of life for our residents. This facility will contribute and has the potential to enhance the lifestyle patterns of our children, adults and seniors by giving them the proper amenities and a healthy outlet for outdoor activities, sports and recreation.

Project Team: IDEA Inc. & BDO

Capability

IDEA Inc. and BDO Canada LLP Chartered Accountants and Advisors and have partnered on projects similar to the Kinsmen Centre for more than 15 years. This unique partnership blends the skills and capacity of two well established professional firms with a focus on providing clients with socio-economic, technical and financial analysis and evidence to make informed decisions on the viability and strategic direction of projects.

Project leads from Franco Pastore of IDEA and Joe Melisek BDO have a combined 60 years experience in delivering successful projects to communities and groups including their collaboration on Sault Ste Marie's West End Community Centre, Garden River First Nation's Ojibway Park and Multi-Purpose Complex, Batchewana First Nation's Bingo and numerous other studies. In addition, BDO and IDEA have completed numerous other similar studies and projects identified in the Capability section and expanded upon in our CV's in the Appendix. Both BDO and IDEA are able to meet the timelines of the project.



Capability

Firm Profile: IDEA Inc.

Company background

IDEA Inc. is a privately-owned corporation that holds an Ontario Association of Architects Certificate of Practice and a Professional Engineers of Ontario Certificate of Authorization. IDEA Inc. has licenses in Ontario, Michigan, and Alberta.

The firm was founded during the early 1950s as an architectural practice. Over the years, IDEA has grown into a full service, multi-disciplinary architectural, engineering, planning, and interior design consulting firm. We have expanded to include key professional disciplines, offering our clients a wide range of technical expertise and thoughtfully integrated design solutions.

Formerly known as EPOH, the firm rebranded as IDEA in 2017. The new name puts a spotlight on our Integrated Design, Engineering and Architecture. In 2019, IDEA acquired COLE+Associates Architects Inc., an award-winning firm with a history in Ottawa dating back to 1907 recognized for its high-quality design and ability to manage complex projects of many types. Through this acquisition, IDEA now has a full-sized team in both Sault Ste. Marie and Ottawa, with the offices working in close collaboration together on integrated projects.

IDEA currently provides consulting services for a multitude of project types including educational, health care, residential, institutional, recreational, commercial, industrial, and cultural. Our success on past projects has allowed the firm to expand provincially, nationally, and internationally with completed projects throughout Ontario, Alberta, the United States, and Asia Pacific.

Mission

IDEA is committed to providing our clients with thoughtful, rigorous, and responsible design and building planning solutions. We provide a service that involves understanding, interpreting, and delivering the service or design that best responds to the needs of our clients.

The design process involves listening, discussing, exploring alternatives and creating solutions with the open involvement of our clients. Our designers and technical staff pride themselves on creating successful experiences through master planning, quality design, programming, development, and management of subconsultant teams.

Through each project, the firm articulates a compelling and appropriate response to context, with an emphasis on sustainable design. With our collaborative process, openness to new ideas, and creative interpretation are encouraged. Our process of design and construction encompasses all disciplines and components of a project and we ensure that the client is continually involved through our integrated process.

Our company philosophy is to build strong relationships; provide creative, integrated, and sustainable solutions; and commit to excellence in everything we do.

Team Approach

We have in-depth personnel resources, proven process for managing multiple complex projects, and a [collective belief in the integrated design process](#). Our team offers:

- + Committed partners that aim to understand the goals and challenges of the project and will provide excellence in service delivery to achieve exceptional results
- + The best designers who share a passion towards innovative design, and can think outside the box and know how to manage the risks associated with innovative design
- + The brightest technical staff who are thoughtful about the successful integration of architecture, engineering, and specialized systems design
- + Commitment to performance benchmarks related to budget, schedule and operational efficiency

Our combined knowledge and supportive nature—combined with our experiences gained and lessons learned on past projects—will prove to be a critical asset in the successful delivery of services for your project.

Strength in numbers—our human resources

IDEA has a staff complement of approximately 40 employees in our Ottawa and Sault Ste. Marie offices, consisting of professionally trained architects, interior designers, engineers and technical staff. We are all ready to be deployed to your project on an as-needed basis to satisfy production demands.



Integrated design process

Integrated Design Process (IDP) is a collaborative method for designing buildings that emphasizes the development of a holistic design. For an integrated project to be successful, the building must be viewed as an interdependent system involving various components, including architectural, mechanical, electrical, structural, civil, landscape, and more. IDP requires multidisciplinary collaboration—including key stakeholders and design professionals—from conception to completion.

We chose to become an integrated design firm because it allows for a more complete and well co-ordinated solution for every project. Our in-house team of architects, mechanical engineers, and electrical engineers are experts in integrated design.

IDP is a value-added method of design delivery. Over our 20 years of practicing as an integrated design firm, we have evolved into one of Ontario's leading providers of integrated architectural and engineering design services. We are proud to be able to deliver integrated design solutions to bring the best value to our clients.

IDEA has been responsible for the coordinated delivery of complete design services, including Architecture, Mechanical, Electrical, Structural, Civil, Landscape, Cost Consulting, LEED, Code, Functional Programming, Master Planning, Infrastructure Technology, and FF&E.

Building Information Modelling

Building Information Modelling (BIM) is the process of designing buildings by creating a detailed 3D model involving a database of all components and a tracking history of all changes. Using BIM leads to a more collaborative and efficient workflow and creates a precise digital representation prior to and following the final built product. This is beneficial both for getting construction right the first time as well as for long-term building maintenance after handover of the model.

IDEA has been investing and exploiting BIM technologies since 2006 and are now proud to use BIM on all our projects. Our design studios are integrated from two cities and across three major disciplines. We use the latest Autodesk Revit software within our BIM management plan to create fully detailed/coordinated construction documents. While our BIM strategies can include many different platforms and workflows, our baseline strategy is leveraging Autodesk Revit with Add-Ins workflows.

We use BIM Track for our BIM Collaboration and Issue Management framework. This allows for a more efficient and collaborative workflow. It tracks issues, is the central point of communication between team members, and provides a design history told through the decisions made and actions taken from the outset of the project through construction and beyond.

St. Mary's College



Our complete services

IDEA provides the following services that can be delivered independently or as part of a comprehensive program:

- + Comprehensive Architectural Design
- + Mechanical Engineering
- + Electrical Engineering
- + Interior Design
- + Master Planning
- + Feasibility Studies
- + Functional Planning
- + Accessibility Evaluation and Design
- + Building Code Analysis
- + Building Condition Assessments
- + Furniture, Fixture, and Equipment (FF&E) Planning
- + Wayfinding and Signage
- + Computer Modelling and 3D Visualization
- + Cost Estimating
- + Project Management
- + LEED Facilitation and Evaluation
- + Building Energy Audit

Mechanical Engineering

The increased complexity of interior environmental control requirements, combined with today's emphasis on indoor air quality and effective energy management, call for even closer cooperation among various sub-system designers. We employ a team approach to achieve an end product which is in harmony with the building architecture, occupant comfort, health, and operating efficiency goals.

The staff at IDEA possesses the training, experience, and ability to assess system designs in pursuit of practical working solution delivery. Our hands-on approach in all activities correlates with the client's needs and design intent. [All our work combines the expertise of the mechanical and electrical engineers—working closely with the architects—to ensure an integrated system in which the various sub-systems complement each other.](#)

Electrical Engineering

Electrical systems include power distribution, lighting, telephone and data communications, fire alarm, energy management, presentation lighting, sound, television, and security systems. All are important to the occupant's comfort, performance, and safety. [IDEA strives for a unity of design by integrating electrical systems with architectural, mechanical and interior design concepts.](#)

Canada Aviation and Space Museum Theatre

Sustainability

Our team has demonstrated expertise in sustainability principles, deliverables, and rating criteria. [Staff at IDEA include several LEED accredited professionals, as well as staff members training for Passive House and WELL certifications.](#)

We are committed to environmentally sensitive, energy-efficient planning and building design—a dedication that recognizes these values as design fundamentals—and have an extensive track record of designing projects to address issues of durability, efficiency, material selection, and other factors.

Our sustainable design has been recognized with the successful [LEED Gold](#) certification of the Algoma Public Health facility—the first [LEED Gold](#) building in Sault Ste Marie. The University of Ottawa Advanced Research Complex was certified as the second LEED Gold building on their campus in 2016. We achieved this high standard by including innovative wastewater technologies, passive design strategies for thermal control, usage of low VOC and recycled materials, diversion of construction waste, and other strategies to make it a leading-edge sustainable project. Our sustainable projects since have included our certified [LEED v4 for Commercial Interiors Gold](#) and [WELL v2 Platinum](#) fit-up of the Canada Green Building Council National Office, located in Canada's first net zero carbon performance certified building.



Experience in Ontario Communities

We are locally-minded professionals with global experience. Our team lives in Sault Ste. Marie and Ottawa, and practice throughout Northern and Eastern Ontario. We are familiar with the local construction markets and services that affect this region.

IDEA Inc. has performed many projects for municipalities and regional communities over our firm's history. These projects range in size from large new builds for recreation centres and essential services to small renovation projects and office fit-ups.

No matter the size and scale of the project, we at IDEA always apply our integrated approach and focus on the client and user needs. We have worked with a diverse array of cities and towns across Ontario, and are proud of the results.

Experience with Feasibility Studies and Multi Use Facilities

IDEA has a long background in conducting feasibility studies for many project types, including multi use assembly and recreational facilities. Many of these projects, if deemed viable, continue on to the implementation stages, for which we are retained to architectural and engineering design.

IDEA's architects and technical staff are experts at feasibility studies, scoping analyses, building condition assessments, functional programming, accessibility audits, and master plans.

Our award-winning work in this field includes master planning, heritage investigations, and feasibility studies for various government, municipal, and post-secondary institutional expansion projects.

A short list of notable projects that we have performed feasibility analysis on include:

- + Canopy Growth Bean Building Office Tower Conversion Feasibility Study
- + Canopy Growth 25 Old Mill Road Mixed Use Development
- + Sports Complex, The Nation, Ontario
- + Clarence-Rockland Cultural and Recreation Centre
- + University of Ottawa MC2 Sites 1-6 Feasibility Study
- + Department of National Defense Functional Program
- + Sault College master plan
- + Sault College iE3 scoping analysis
- + Northern Community Centre scoping analysis
- + St. Mary's College Consolidation Feasibility Study
- + Batchewana First Nation Cultural Centre
- + Nogdawindamin Child and Family Services Consolidation Feasibility Study
- + Central Manitoulin Mindimoya Community Centre Feasibility Study
- + Elliot Lake Community Hub Feasibility Study

- + Northern Breweries Taproom Project Scoping Analysis
- + Ojibway Park Master Plan and Feasibility
- + GRFN Community Plan
- + Batchewana First Nation Health Centre
- + Collins Bay Institution Perimeter Security I&R
- + Portrait Gallery of Canada (Former U.S. Embassy) Conversion Feasibility Study
- + Canada Aviation and Space Museum
- + SSMADC Hotel Feasibility Study
- + SSMADC Refurbishment Project
- + Thompson Strawberry Farms Feasibility Study
- + Centre for Social Justice and Good Works FEasibility Study
- + Confederation Building Heritage Management Plan CAHP Award of Excellence
- + Blue Water Bridge International Border Crossing—One Bridge Master Plan
- + Tenaris Algoma Tubes Redevelopment Master Plan
- + Sudbury Motor Sports Association Feasibility Study
- + Community First Office Consolidation Project
- + One Ten Pim Multi Unit Residential

Firm Profile: BDO Canada LLP

Company background

BDO's Global Network

Initially established in 1964, the international BDO network is now the fifth largest accounting network in the world. It is comprised of BDO Member Firms in over 150 countries, which are each governed as an independent legal entity in their own countries.

With over 67,000 people in more than 1,400 offices worldwide, BDO offers a multitude of services to clients in various industries around the world.

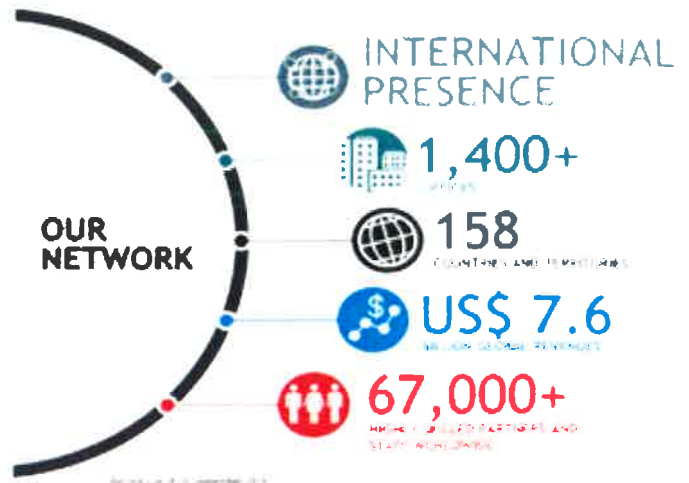
BDO in Canada

At BDO, we believe that delivering exceptional client service is the foundation of being a trusted advisor. With more than 125 offices from Vancouver to St. John's, our 3,500 empowered professionals are committed to providing clients with practical advice and insight, tailored to their industries and unique priorities and ambitions.

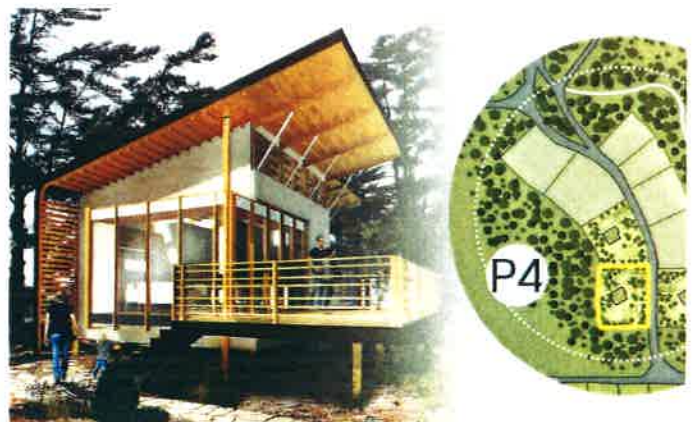
Through clear and open conversations with a focus on delivering value for money, we strive to exceed the expectations of our more than 50,000 business clients. Our professionals have the expertise to serve owner-managed businesses, large enterprises, mid-market public companies, the public sector, communities and non-profit organizations in a broad range of industries.

BDO in Ontario

The engagement team for this project includes staff from BDO's Sault Ste. Marie office. Part of BDO's offices extending from Sudbury to Winnipeg in Ontario. The primary purpose for the group is to facilitate the delivery of services to our clients and foster the development of industry specialties. Functioning as a cohesive unit, this group shares all resources and has access to 56 partners/associates and over 300 professional staff located in 10 offices and is led by a Regional Managing Partner (RMP). The RMP oversees the strategic direction and operational management of various accounting, assurance, tax and business advisory services staff.



90+ years of experience 442 partners/principals 2,382 professional staff



Key Personnel

[Full CVs attached as Appendix A](#)



Franco Pastore

B.Arch, OAA, NCARB, AIA, Lic.
Michigan

Principal-in-Charge, IDEA

Franco Pastore is a founding partner of IDEA and has over 25 years experience as a lead architect and designer. Franco takes personal interest in the early stages of project planning and follows through in all stages of the project—his primary role is “principal in charge” of project development and design. He has also been responsible for feasibility studies and the development of strategic master plans on various local and international projects. Franco has in-depth experience on many project types ranging from health care, institutional, educational, recreational, and residential.

Franco is primarily responsible for overall project scoping, programming, design, schedule control, and cost management, but his responsibilities may also include production of construction documents and contract administration.



Joe Melisek

B.Sc, BA, CMC

Market Research, BDO

Direction of services to be provided to Project Team will be under Joe Melisek who brings significant expertise in management consulting in both the “for” and “not for” profit sector.

Joe, an Associate with over 30 year’s experience, is responsible for management consulting for BDO’s Central Group (Sudbury to Manitoba). Based in Sault Ste. Marie, he is a Certified Management Consultant and is BDO’s past National Co-Chair of the Indigenous Industry group. Within his department, he is responsible for supervisory and quality control for four full-time consultants.

His areas of expertise are in strategic and business planning with particular emphasis on Municipal, Indigenous and Family business clients. Joe has led training in the areas of strategic planning, policies and procedures, entrepreneurship, organizational workshops, human resource system implementation and computer software applications. Joe’s resume includes numerous projects – strategic, organizational, feasibility and business planning – of similar nature and scope to the advisory services required by the Project Team, including Sault Ste Marie’s West End Community Centre, Searchmont Ski Resort Business Plan, M’Chigeeng First Nation’s Grocery Store, Garden River’s Ojibway Park and Sudbury’s City of Sudbury’s Multi-faceted Motorsport Park – Business Plan to name a few. BDO’s most relevant projects are: the original Soo Finnish Nordic Ski Club Feasibility Study For the Construction of a Propose Day Lodge as referenced in your RFP and Joe’s team was responsible for Wikwemikong’s Land Opportunities and Accommodations Feasibility Study; which looked at opportunities for land and water trails and repurposing existing infrastructure to service a growing adventure tourism market with emphasis on physical activity, cultural exchange and/or activities in nature.

Joe is also well known for his planning expertise. He was a speaker at the Aboriginal Finance Officers Association (AFOA) of Canada’s National Conference in 2008 on “An Introduction to the Strategic Plan: The Key to Better Performance in Your Community” and the Ontario First Nation Economic Developers Association Conference, “Best Practices for Impact Benefit Agreements” in 2013 and “Planning Tools” in 2017. Joe has also contributed many articles on business to the Sault Ste Marie Chamber of Commerce.

As lead management consultant, Joe will:

- + Coordinate all aspects of the process;
- + Oversee the information gathering and analysis of options;
- + Attend and facilitate meetings and work with the committee and leads;
- + Review all information, write and present reports and plans.



Jeanette Biemann

FEC, P.Er.g., LEED AP BD+C,
ASHRAE

**Deputy Project Manager
(Engineering), IDEA**

Jeanette is a LEED accredited professional who has participated in reviewing and providing input on various projects to help improve the energy efficiency and overall sustainability of these building projects. Her strongest skills are in the areas of project management, Integrated Design Process facilitation, system design, and energy efficient design reviews. Recently Jeanette directed the work of the design team for the development of the first LEED Gold project in Sault Ste. Marie. Jeanette received the Fellowship award from Engineers Canada in 2014 for exceptional contributions to the profession of Engineering in Canada.

Jeanette is very involved with the engineering profession and has served on the Board of the Algoma Chapter of the Professional Engineers of Ontario for over a decade and she is also an Associate member of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) and a Volunteer Judge for the local School Boards Robotics League. Jeanette has a broad range of engineering experience, including the design of institutional, commercial, recreational, industrial and residential systems.

Curtis Berkenbosch

B. Arch., M. Arch., OAA, NCARB,
RAIC

Architect, IDEA

Curtis is an architect with over 12 years of experience on a variety of the firm's major projects. His work involves the management of architectural design, project scoping, programming, detailed design, construction documents, schedule control, cost management, and contract administration. Curtis's skills are adaptable: he has provided key contributions on a wide range of projects including healthcare, institutional, educational, recreational, residential, and professional offices

Kasey Camire

B. Arch., M. Arch., OAA Intern

Intern Architect, IDEA

Kasey is an Intern Architect with IDEA Inc. She has been awarded the Azrieli Scholars Award in both years of graduate study for excellence in design and academic performance. She is the recipient of the AIA Henry Adams Medal and was recognized as the top-ranking student in the graduating class of 2014 at Carleton University. Kasey has over ten years' experience in the architectural profession, located in Sault Ste. Marie and Ottawa, Ontario. She is currently enrolled in the OAA Intern Architect Program with the ultimate goals of completing her Architectural Registration in the Province of Ontario. Kasey has a broad range of architectural experience, ranging from Project Scoping, Feasibility to Construction Document management. Her work on Feasibility Studies involves the early design, scoping, high-level costing analysis and creating photorealistic renderings for reports. Her key contributions include involvement in the CBSA facility at Thousand Islands Border Crossing, Sault Ste. Marie Airport Expansion Project, BP Health Professional Building, Master Plan for Ojibway Park, the Canal District Master Plan, Batchewana First Nation Community Centre and Nogdawindamin Facility Scoping.

Jacob Barton

B.Econ, CBV

**Chartered Business
Valuator, BDO**

Jacob Barton a Chartered Business Valuator and Manager with BDO assists with a variety of Business Valuation, Litigation Support and Management Consulting engagements in the Sault Ste. Marie office of BDO Canada LLP. Jacob joined BDO in June 2005 subsequent to attending the University of Ottawa where he completed a Bachelors Degree in Economics. Jacob completed his Chartered Business Valuator (CBV) designation in 2010.

His areas of expertise include feasibility studies, business planning, business valuations, economic impact analysis and litigation support. He is also a research specialist assisting in data collection, collation, report preparation and presentation.

In his time with BDO, Jacob has been a team member on a variety of FAS consulting engagements, including the preparation of business plans, financial projections, feasibility studies, business valuations and personal loss quantifications. He has carried out financial advisory engagements for many clients including tourism operators, golf courses, First Nations, municipalities, economic development corporations (and the potential funding issues they may encounter), insurance and mortgage brokerages, professional practices, automotive dealers, pharmacies, restaurants, grocery stores, funeral homes, heavy equipment contractors and road builders.

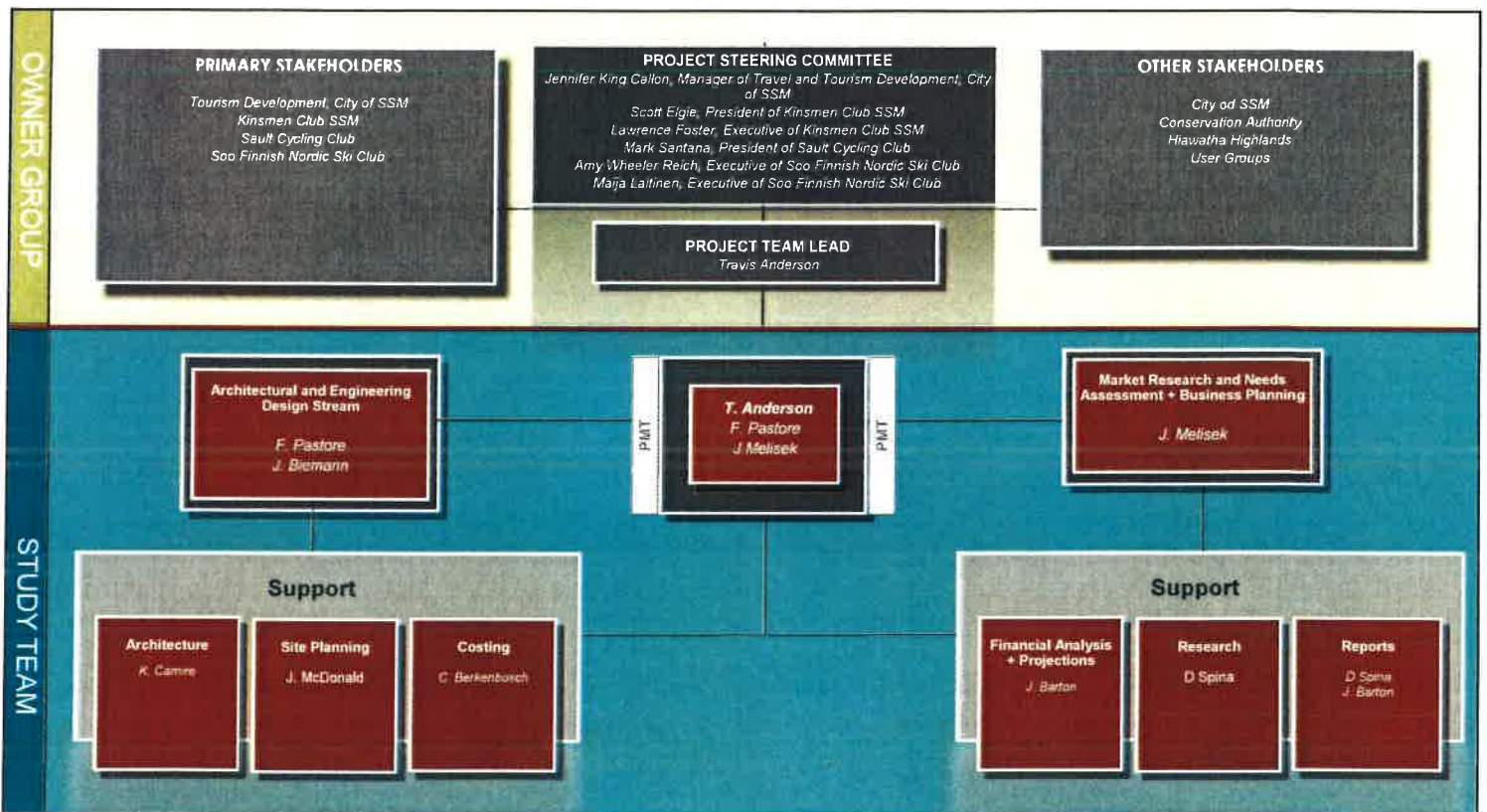
Deborah Spina

BBA

**Advisory Services
Consultant, BDO**

Deborah is a Consultant with the Advisory Services area within the Sault Ste. Marie office of BDO Canada LLP. She has over 25 years of experience in the consulting and information technology industry from delivery of technology training and end-user troubleshooting to technical writing and solutions application. Her area of expertise is training and consulting with the Microsoft Office Suite of applications. Her knowledge extends not only to Microsoft Word, Excel, Outlook & PowerPoint but as well to Microsoft Project, Visio and Publisher.

She is actively involved with management consulting projects providing assistance in the completion of business plans, policies, feasibility studies and generating document reports, formulating, analyzing and summarizing the data into a spreadsheet format, creating and designing process maps and producing project timelines (Gantt Charts) using her advanced knowledge of the software applications. From product research, application design through to courseware delivery, she is able to create customized courseware and documents for clients using her experience with technical writing.



Batchewana First Nation Community Centre



Project Overview

The New Community Centre will be used to house the needs of the Batchewana First Nation by serving as a "Hub" in which culture, activities, physical wellness and spirituality will be facilitated.

Project Information

Project Size: 16,800 ft²
Construction Value: \$8 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

St. Mary's College Feasibility Study and Campus Master Plan



Project Overview

The feasibility study for the new St. Mary's College campus investigated the scope and cost associated with amalgamating a number of HSCDSB schools into this new facility versus the renovation of existing buildings.

Project Information

Project Size: 198,000 ft²
Construction Value: \$45 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Nogdawindamin Headerquarter Facility Feasibility and Financial Analysis



Project Overview

A feasibility study was prepared for the First Nation family and child services organization, Nogdawindamin. The intent of this study was to analyze the Operating and Maintenance of a new consolidated headerquarter facility in comparison to continuing to operate from numerous satellite offices.

Project Information

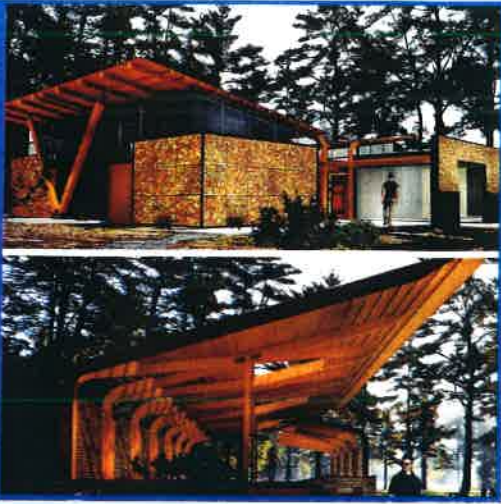
Project Size: 42,435 ft²
Construction Value: \$18 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Financial, Construction Cost Analysis, Recapitalization and O&M Cost Estimates.

Project Visualization Image

Ojibway Park Master Plan and Feasibility Report/Scoping Analysis



Role - Feasibility Study

Project Overview

In consortium with BDO Canada LLP, the Ojibway Park Master Plan was developed with the intention of providing one-of-a-kind First Nation camping experience, unique to the recreational Market. This consisted of programming site and buildings to meet the cultural/communal needs to the Garden River First Nation community.

Project Information

Project Size: approx. 8,000 ft² (Buildings) Varies (Site)
Construction Value: \$4.3million (estimated)

Role- Feasibility Study Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Central Manitoulin Multi-Plex Community Centre Feasibility Study



Project Overview

Located in Mindemoya, the new Multi-Plex facility is intended to serve the Central Manitoulin community in one single location. This study was conducted to provide the community with insight on the cost of a new facility versus maintaining existing Arenas around the region.

Project Information

Project Size: 40,000 ft²
Construction Value: \$13.7 million (estimated)

Role- Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Financial Cost Analysis (Construction Cost, Facility O&M and Re-Capitalization Cost estimate).

Sault College Campus Master Plan and IE3 Feasibility Study



Project Overview

The Master Plan included facility utilization analysis, identified rationalization of programs within existing spaces and established the need for new buildings. The repurposing existing buildings and proposed new buildings are intended to expand on communication between students, faculty, public gatherings and state-of-the-art education facilities for local, national and global student outreach.

Project Information

Project Size: Varies
Construction Value: \$18 million (estimated)

Role- Campus Master Plan, Feasibility Study (E and J Wings) Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Project Visualization: Image

Canopy Growth Mixed Use Facility Feasibility Study, 25 Mill Road



Role - Project Description

Project Overview

Planned redevelopment and adaptive reuse of the former water treatment plant at 25 Old Mill Road in Smiths Falls into a mixed-use residential, office, hotel, cultural, and community building.

Project Information

Project Size: 75,000 ft²
Construction Value: \$53 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Canopy Growth Bean Building Feasibility Study



Project Overview

Located on the former Hersey Factory site, Tweed Inc. has proposed the redevelopment of the "Bean Building" into their new headquarter facility. The study analyzed the use and functional spaces that could be retrofitted in the existing historic building, as well as a building addition to service the large volume of staff. The building is to be transformed into imaginative spaces for productivity and creativity.

Project Information

Project Size: 27,960 ft²
Construction Value: \$26 million (estimated)

Role - Feasibility Study Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Northern Breweries Tap Room Feasibility Study



Project Overview

A preliminary Scoping Report was conducted to determine the change of use of an existing building for a New Tap Room that would be renovated to serve as a licensed beverage establishment with an outdoor and rooftop patio. The Taproom was designed to provide service to roughly 54 people with a large bar, keg storage, merchandise display and new washrooms including a barrier-free washroom.

Project Information **Project Size: 2,500 ft²**

Construction Value: \$400,000 (estimated)

Role - Feasibility Study Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Sault Ste. Marie Airport Development Corp. Facade Improvement and Hotel



Project Overview

The SSMADC projects involved the modernization of the Airport Façade and Branding, as well as accessibility upgrades and hospitality accommodations. The intent of this project is to uplift the visitor experience, as one of the gateways into the Sault Ste. Marie Community.

Project Information

Project Size: 45,500 ft²
Construction Value: \$18 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Thompson Strawberry Farm Master Plan and Feasibility Study



Project Overview

The Master Plan involved the expansion of their Tourism programs, services and production of goods such as Wines and Ciders. The Master Plan included a Distillery, Show Room, Wedding/Large Gathering venue and dining experience. The project involved upgrading existing historic farm buildings to meet today's code requirement, while retaining their original charm.

Project Information

Project Size: 6000 ft² (Building) Varies (Site)
Construction Value: \$2.65 million (estimated)

Role - Feasibility Study Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Marconi Club Feasibility and Scoping Analysis



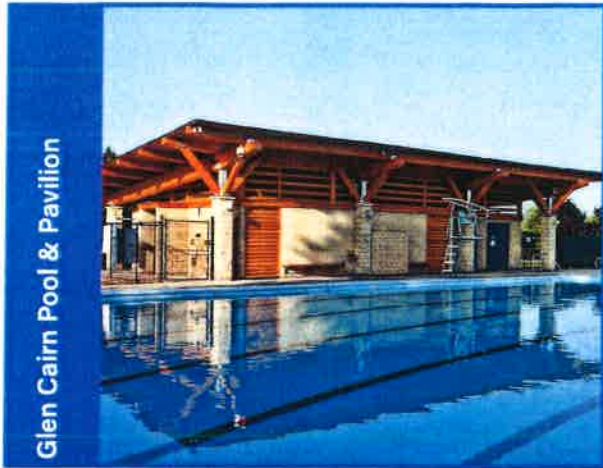
Project Overview

The project involved upgrading and modernizing this long-established event centre. The interior design focused on the creation of a multi-use main hall that could accommodate large to smaller scale gatherings, maximizing the function of this establishment.

Project Information

Project Size: N/A
Construction Value: \$1.2 million (estimated)

Role - Feasibility Study Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.



Glen Cairn Pool & Pavilion

Project Overview

This newly constructed changing pavilion services the Glen Cairn Pool in Kanata, Ontario. The new open air pavilion provides shelter for an administration office, storage, a family change room and showers.

Project Information

Project Size: 75,000 ft²
Construction Value: \$53 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.



Canadian Aviation and Space Museum

Project Overview

This project, delivered in association with Reich+Petch Architects, renovated and expand the museum's visitor area, leading to several improvements to user and functional needs.

Project Information

Project Size: 14,000 ft²
Construction Value: \$10.8M (Plus \$1.2M Fit-up)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.



Museum of History Voyageurs Cafe

Project Overview

This renovation of the Canadian Museum of History's cafeteria and food services area included gutting the existing kitchen and opening -up the dining area.

Project Information

Project Size: 234m²
Construction Value: N/A

Role

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Crimson Ridge Golf Course Feasibility Study



Project Overview

The Crimson Ridge development involved a multi-use facility for member amenities and restaurant/bar for indoor and outdoor dining open to the community and members. This is an all-season facility.

Project Information

Project Size: 15,000 ft²
Construction Value: \$2 million (estimated)

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

Medical Arts Centre Feasibility and Scoping Analysis



Project Overview

The Medical Arts Centre involved the completion of an existing building analysis and scoping report to design a multi-function doctor office, pharmacy and wellness centre in the former Sault Star building.

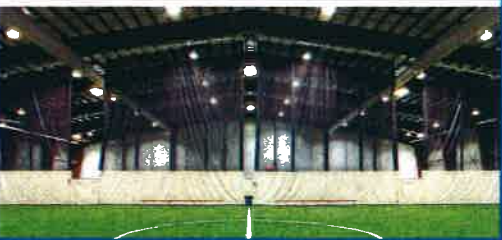
Project Information

Project Size: 22,000 ft²
Construction Value: \$1.6 M (Base Building) Fit-Up: N/A

Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

West End Community Centre/NCC Indoor Turf Facility



Project Overview

The Feasibility Study for the WECC Centre established the market demand for a new indoor turf facility and analyzed the implementation of each stage of the Master Plan to develop other types of community programming on the site. The library and arena programming components form part of the City's redevelopment strategy.

Project Information

Project Size: 45,000 ft²
Construction Value: \$12M

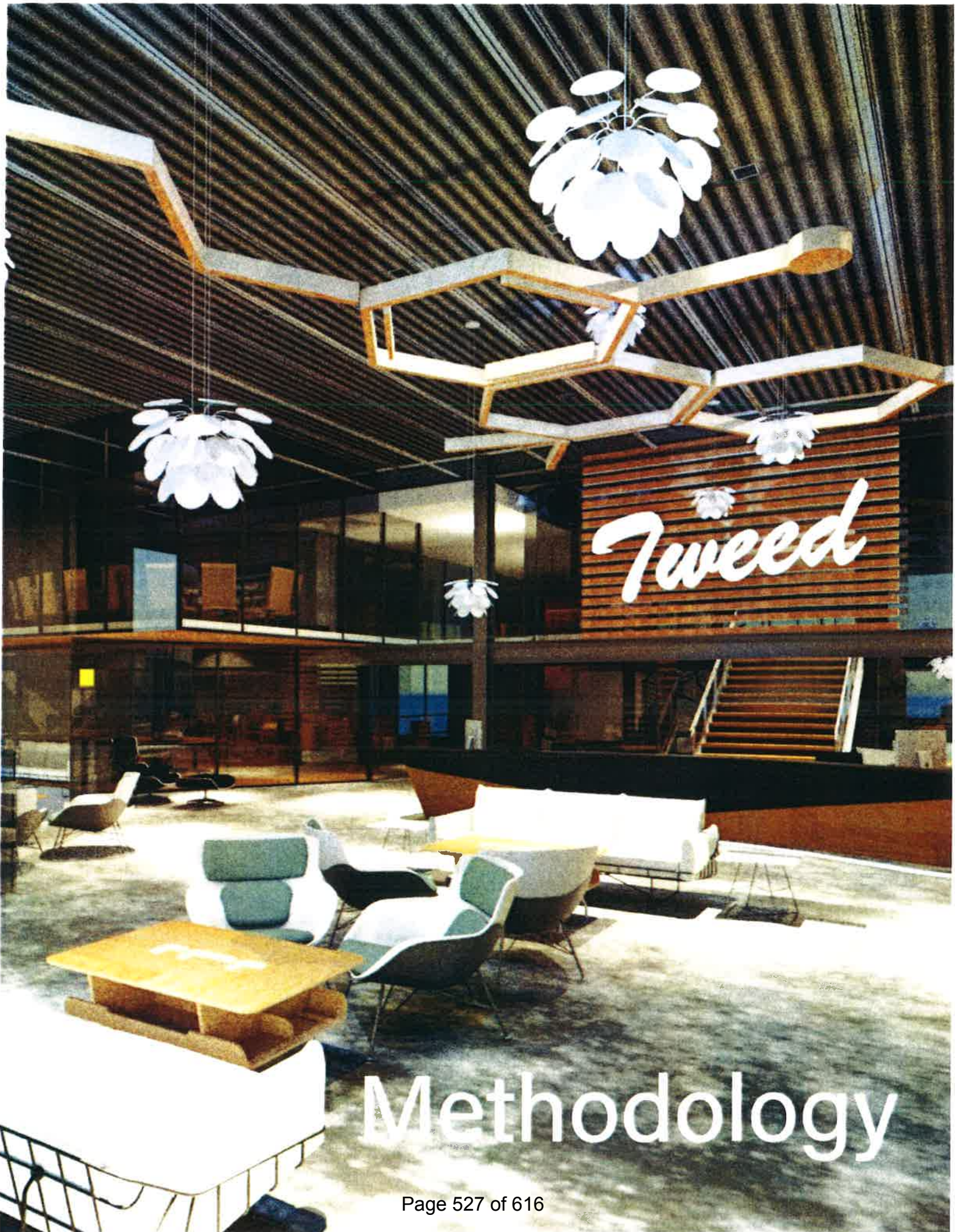
Role - Feasibility Study

Programming, Site Analysis, Design Concept, Existing Building Assessment, Three-Dimensional Visualization, Capital Construction Cost Analysis.

BDO: List of Relevant Assignments and Projects

Project Name	Client Name	Role
Asset Management Plans	Township of Baldwin Town of Spanish Village of Hilton	<ul style="list-style-type: none"> Was the Project Manager that created a model for asset/infrastructure management for the client including but not limited to making the best possible decisions regarding the building, operating, maintaining, renewing, replacing and disposing of infrastructure assets. The objective was to maximize benefits, manage risk, and provide satisfactory levels of service to the public in a sustainable manner.
West End Community Centre - Feasibility Study & Business Plan	City of Sault Ste. Marie	<ul style="list-style-type: none"> Was the Project Manager for three (3) consulting teams and countless local sports and recreation Stakeholder groups Worked with City and Associations to establish user fees and costing models for prime and non-prime time hours Visited and consulted with numerous other facilities to understand their user fee and costing models
Algoma Central Railway Passenger Rail Service Operator Selection Project	Sault Ste. Marie EDC	<ul style="list-style-type: none"> Supported EDC and Stakeholders to develop an RFP and Terms of Reference to attract potential third party operators. Managed the selection process. Assisted with negotiations.
Motorsport Park Feasibility Study & Business Plan	Sudbury District Motorsports Association	<ul style="list-style-type: none"> Worked with race tracks and racing community around North America to develop costing and user fee models as part of a business plan as well as marketing and communications collateral to create awareness and recognition of a Northern Ontario venue
Comprehensive Community Plan	Garden River First Nation	<ul style="list-style-type: none"> Worked with the community and key stakeholders to develop high level strategies in the key development areas of: <ul style="list-style-type: none"> - Health; - Culture; - Economic; - Governance; - Social; and Infrastructure/Resources.
Business Plan	Ermatinger-Clergue National Historic Site	<ul style="list-style-type: none"> Prepared Business Plan to build a visitor centre on the grounds of the historic site Presented the final Business Plan to City Council
Algoma Central Railway Passenger Rail Service Economic Impact Assessment	Sault Ste. Marie EDC	<ul style="list-style-type: none"> Responsible for review of survey prepared by the EDC, numerous consultations with stakeholders and working groups Prepared an Impact Assessment and presented to the community

Business Plan	Shining Waters Railway	<ul style="list-style-type: none"> ▪ Responsible for preparation of a business plan to re-introduce passenger rail service between Toronto and Peterborough and numerous conference calls with the project working group
Third Party Review	Sault Ste. Marie Innovation Centre	<ul style="list-style-type: none"> ▪ Assess the value of and strategic direction and provide recommendations to SSMIC a not-for profit entity operating in both the not for profit and for profit sectors of the economy
Ojibway Park	Garden River First Nation	<ul style="list-style-type: none"> ▪ Worked with IDEA to study the feasibility for expansion and development of the park and completed a business plan on the preferred option
Grocery Store and Business Development Centre	M'Chigeeng First Nation	<ul style="list-style-type: none"> ▪ Worked with IDEA and Third Line Studio to study the feasibility for development and construction of a business development centre and grocery store and completed a business plan on the preferred option. Included significant stakeholder consultation and BDO was retained as an Advisor for operations consulting once constructed.
Land Opportunities and Accommodations Feasibility Study	Wikwemikong Unceded	<ul style="list-style-type: none"> ▪ Worked with Third Line Studio to study the feasibility of opportunities for land and water trails and repurposing existing infrastructure to service a growing adventure tourism market with emphasis on physical activity, cultural exchange and/or activities in nature



Methodology

3. Methodology—Feasibility Study

We will conduct the feasibility study based on an objective analysis of opportunities and constraints, identified needs and the ability to develop a project which yields a reasonable benefit to the community based on invested equity. The Feasibility study will be conducted in the following steps:

Project kick-off

The project will begin with an immediate kick-off meeting and brainstorming session for all parties including the Kinsemn Club, Tourism SSM, Project Team representatives to get acquainted and to establish design goals, opportunities, standards, and a comprehensive project mandate. This brainstorming session will help establish type of services, target markets, needs and demand, design aspirations, and project scope, .

This opening meeting will outline the work plan with deliverables, describe how we see the pieces coming together, lay out work plan with client and consultants including detailed schedule so everybody understands where their work is going to occur (with contingency for spillover.)

Our experience has shown us that for a highly complex and detailed report, a strong organizational understanding is required at the beginning. Working with the study team and the client in the kick-off meetings, we will develop a table of contents for the final report, establishing it as a living document so the direction is clear. This helps all key team members understand their piece within the whole, preventing a fragmented effort.

Documentation Review

By beginning with a comprehensive review of existing documents, we can base the rest of our work on a solid, informed foundation. This step involves the investigation and review of previous studies of related projects and market reports so we can understand the history of the project before moving forward into its future. Achieving a full comprehension of existing information relies on:

- + Gathering relevant documentation
- + Reviewing existing drawings, surveys, reports, etc.
- + Reviewing local data on population, demographics, market projections, etc.
- + Reviewing identified program elements
- + Reviewing City plans, visions, strategies, etc.
- + City zoning/Official Plan review and analysis
- + Produce summary document outlining our findings from this stage

Marketing Study Needs Assessment

Conduct an orientation meeting, site visits and gather information to further develop an understanding of the project and market with specific reference to BDO's original study from 2009 and current and future target markets and competition as follows:

- a. With the Kinsmen Club of Sault Ste. Marie, the Soo Finish Nordic Ski Club, the Sault Cycling Club and others key stakeholders conduct an orientation meeting to gather existing market and other data and conduct visioning exercises (using agreed upon meeting and value added techniques – see value added information section) for the new Kinsmen Centre (KC) multi-use facility including but not limited to:
 - i. Events and activity plans including monthly Kinsmen Club of Sault Ste. Marie Board meetings, provincial and national level cross-country ski & mountain bike events, weekly youth cross country ski training classes, ski rental operations and outdoor education classes.
 - ii. Repurposing of existing infrastructure (expected existing Kinsmen Centre would remain in its current location and be utilized for storage and additional capacity for large events).
- b. Using agreed upon secondary market research (e.g. Government publications, Statscan, Tourism Ontario, Canada Ski Council, Ski/Cycling equipment sales, etc.) assess local/regional community demand/needs for these products and services based on catchment area;
- c. Identify trends in season / day pass sales for cross country skiing;
- d. Examine industry trends and influencers;
- e. With project team establish catchment area and market size based on proposed products and services, events, etc.;
- f. Describe and assess local/regional direct and indirect competition;
- g. Using the above, determine local and regional demand and inform assumptions on market penetration; including investigation of agreed upon existing and "potential" target markets; and, articulate a case for the Kinsmen Centre that would meet the needs of the local Kinsmen Club, SFNSC, SCC and other potential local user groups and community organizations / agencies as well as other appropriate uses and programming.
- h. Consider the programming mix available from existing user groups, potential new user groups, as well as other opportunities such as sporting, arts & cultural events, and other programming in order to gauge the projected

utilization level of the Kinsmen Centre to establish revenue streams and associated expenses.

Functional Analysis

The Functional Analysis will explore the project intentions with respect to future functional and operational goals. The purpose of this stage is to establish a functional program for the building, set realistic targets for success based on constraints, and envision opportunities. It involves confirmation of activities to be contained with the new building, utilization and facility requirements. This stage will clarify and articulate the rationale for the project sourced through stake-holder engagement and market conditions which will guide the direction of all subsequent work. We will do this through the following steps:

- + Client engagement to determine project goals
- + User engagement to identify functional needs
- + Interview primary stakeholders: Tourism Sault Ste Marie, Kinsmen Club, Soo Finish Nordic Ski Club, Sault Cycling Club and other potential partners.
- + Authorities Having Jurisdiction engagement to identify compliance requirements
- + Apply market research to establish project impact and justification
- + Revenue streams, and operating models
- + Exploring and outlining project constraints, risks, and parameters

Site Plan Development

Multiple sites will be evaluated for their ability to accommodate the new Kinsmen facility. This involves identifying the optimal and most practical location for the new building based on the site's configuration, topography, assumed soils, development constraints, parking, accessibility, and servicing. Options will be compared and discussed with the Project Team and stakeholders with the goal of selecting a preferred site.

The site cannot be viewed in isolation from roadways, traffic, and available utilities, to which they are connected but integrated to provide a cohesive plan. Developing a site plan entails:

- + Conduct land use analysis to determine site capacity for its ability to accommodate the new building, and associated site elements such as parking, landscaping, outdoor activity areas etc
- + Field visit and photographic documentation
- + Topography study
- + Servicing requirements study
- + City zoning review and analysis
- + Consultation with authorities having jurisdiction

Conceptual Building Design

This stage begins with an options analysis and results in a physical plan that describes the scope of new construction involved (size, height, configuration). This work will determine any impacts associated with building code compliance, municipal regulatory requirements, and any other authorities having jurisdiction.

In this stage, we will create and provide preliminary drawings such as floor plans, building elevations, three-dimensional perspective views, and technical design briefs. Our development of these concepts will be an iterative approach, relying on input and feedback from stakeholders. We will continue to refine the design studies and final report, meeting with the client and relevant stakeholders with a draft concept prior to the final version incorporating feedback.

This stage will involve a final presentation of findings, final design studies, and a final report with recommendations. Tasks and deliverables in stage include:

- + Preparation of responsive design solutions
- + Stakeholder meetings to review and select preferred development options
- + Further develop preferred option and identify compliance issues related to building code, sustainability targets, etc.
- + In preparation for costing, develop Design Briefs with sub-consultants for: architectural, structural, mechanical, electrical Building Systems; traffic, parking, servicing impacts; environmental and climactic aspects, etc.
- + Create a massing study to demonstrate building form and orientation
- + Develop construction implementation strategy
- + Develop presentation drawings depicting scale, scope and character of project (3D modelling)

Cost Analysis

Value for Money cannot solely be measured by the initial capital investment but must take into consideration the longer-term cost commitments that are associated with the new facility. Construction costs will be added to facility operating and maintenance costs and "lifecycle" or recapitalization costs over a pre-determined period. A summary of such costs will give the city a profile that can be factored into their normal financial planning and business case if necessary. A description of the various cost analysis that will be conducted is as follows:

- + **Class C Capital Cost Analysis:** provides a realistic assessment of the total project capital costs associated with the base building and fit-out of the new facility

and associated site work. A Class "D" estimate is based on the preliminary design work noted above. Class "D" involves establishing preliminary quantities of each division of construction and then multiplied against known unit rates for those divisions of work. These components include;

- + **Building Construction Costs** (substructure, structure, exterior enclosure, base building partitions and doors, base building finishes, base building fittings and equipment, base building mechanical and base building electrical)
- + **Site Construction Costs** (site specific utility, connections, storm water management, parking, landscaping, site lighting, etc)
- + **Soft Costs** (design fees, development charges, furniture fixtures and equipment, project management, contingencies, etc)
- + Costs estimates will be expressed in 2020 dollars and assume competitive bids from qualified General Contractors based on a conventional method of project delivery involving a Stipulated Sum Tender or Construction Management. The Class "C" estimate is within 15 % accuracy.
- + **Facility Operating and Maintenance Costs:** The Financial Analysis includes evaluation of facility operating and maintenance costs based on historical data collected for existing sites and for new facilities of this type. This information will be useful in understanding the "multiyear financial impact" to the Kinsmen Club. O&M typically includes utility costs, grounds keeping, snow removal, custodial services, preventative maintenance and supplies
- + **Recapitalization Costs (Life Cycle):** The Financial Analysis also includes an estimate of the Capital required replacing key building components and systems over a defined period (20 and 25 years) because they have reached the end of their useful life. Cash flow requirements to support recapitalization will vary significantly between new buildings, renovated buildings with new systems and renovated buildings with existing systems.

Prepare Business Plans

Using BDO's affordability matrix tool, perform analysis on the 2-3 options to identify significant revenue and expense line items, using Class D capital costs (derived from industry standard quantity estimating from above), funding/financing scenarios and ability to service any debt.

Develop detailed business plans on the preferred option(s) that reflect the recommended facility and program. The business plans will include but not be limited to:

- a. Executive Summary with
 - i. Vision, Mission and Goals of the Kinsmen Centre that reflect the needs of the Kinsmen, SFNSC, SCC, Tourism SSM, and other community and user groups
 - ii. Project Introduction and Background
- b. Operations
- c. Primary and Secondary Programming.
- d. Lines of business
- e. Marketing
 - i. Situation Analysis including
 - (1) Industry Analysis
 - (2) Target markets - clientele characteristics in terms of demographic, lifestyles, family lifecycle and where additional clientele of opportunity might be found.
 - (3) Competition
- f. Management
 - i. Operational management including staffing structure, roles and responsibilities, future lease agreements, operational capacity, seasonal capacity and impact on existing staff to respond to projected needs with recommendations for training and capacity development
- g. Legal /Insurance
 - i. Using BDO Law , provide best practices on how to address users of Kinsmen Park to limit liability to Kinsmen Club & other partners. Consider waiver system (partners are not contemplating paid access outside of Nov.15-April 15). Questions to consider include:
 - (1) If a waiver is defensible?
 - (2) The duration of the waiver
 - (3) Where would we post the waiver requirements?
 - (4) How are we required to enforce the waiver?
 - (5) Is any private park in a situation similar to Kinsmen Park Sault Ste. Marie, if so, how do they address the situation?
- h. Financial
 - i. Attach operating costs and capital costs to the implementation of b. to g.;
 - ii. Create detailed three (5) year financial projections to include:
 - (1) balance sheet,
 - (2) income statements,
 - (3) cash flows.
 - iii. Ancillary revenue generating options such as opportunities for the sale of naming rights and

sponsorship and fundraising and endowments from philanthropic sources and contributions from provincial and federal funds.

- iv. Outline a capital financing package with identification of potential funding/lending agencies and specific reference to capital costs and proponent contributions;

Report

The completion of the study will be a written report that synthesizes the findings of the above research, and details the consultant's recommendations for an appropriate, market-tested new or renovated Kinsmen Centre including but not limited to:

- i. Once compiled, the implementation plan will address immediate, short and long-term needs based on a critical path for timing and scheduling of significant events;
- j. Provide a quantification of local and regional economic impacts/benefits and spin-offs from operations, if warranted;
- k. Review and meet to discuss. Provide changes and additional information
- l. Final presentations of the report will be made to the Steering Committee.

Response to COVID-19

Like many businesses, IDEA's + BDO's team is currently working from home as a result of restrictions and precautions caused by the COVID-19 pandemic. We have been adapting to this new remote working situation since mid-March, and, as of mid-June, are prepared to continue this arrangement for as long as required or advised.

Performing work during and following the COVID-19 pandemic will involve a far greater level of care and mindfulness of particular protocols to ensure the safety of those working on the building, and anyone else who may be interacting with the project site. In this, we will follow standards and guidelines established by municipal, provincial, and federal authorities, as well as standards and guidelines prepared by contractors and clients.

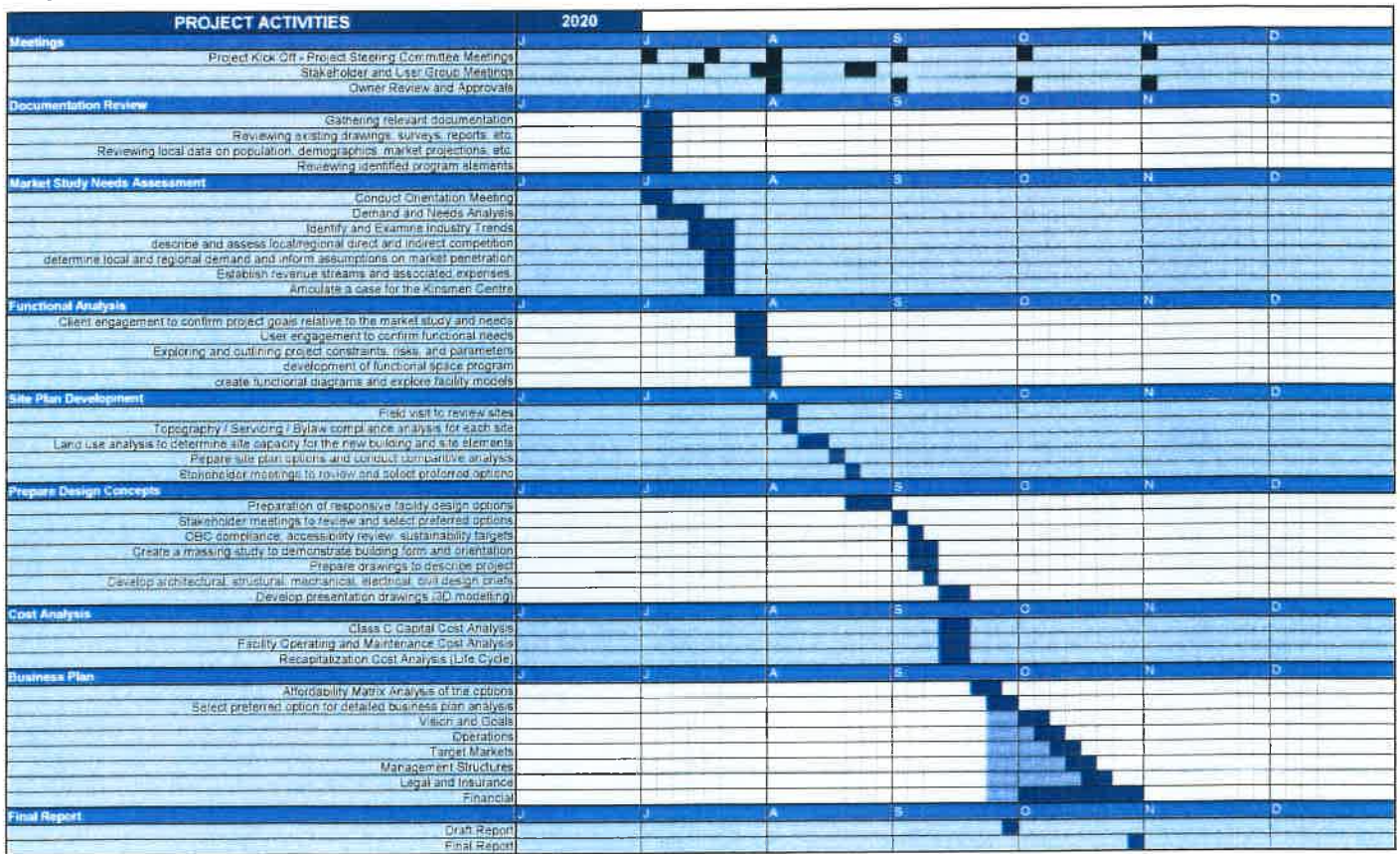
Client meetings and public engagement can be held electronically as much as possible, via Zoom, Microsoft Teams, or equivalent. On-site work or in-person meetings will respect physical distancing guidelines and will consist of as small groups as possible—always following the current rules in place by local governments. All in-person work, whether meetings or site reviews, will involve the proper PPE and protocols (face masks, handwashing/hand sanitizing, physical distancing, etc.) to maintain the safety of all those involved. Protocols for meetings will be established at project start up and be re-evaluated as the global and local situation evolves.

Project Approvals and Client Engagement

A project design report will be issued at the end of each stage to facilitate stakeholder review and approvals. Engagement with the client will be continuous throughout the project, and scheduled at project kick-off, with meetings in each stage to present our progress and gain input for improvements. Project approvals and client engagement for this project involves:

- + Establishing client engagement at the beginning of the project
- + Chair meetings with the Project Team other ,stakeholders, prepare and distribute minutes
- + Holding midpoint meetings to demonstrate findings and presenting schematic options
- + Meetings in the final stage to review completed concepts for any additional revisions
- + Preparing draft reports and distributing it for comments
- + Presentation of findings Authorities Having Jurisdiction and other stakeholders as required
- + Follow up to planned meetings, if required

4. Project Schedule



5. Value Added Experience

Details that are referenced below provide the innovative ideas, suggestions or opportunities for improvement that will enhance this project, process or required outcomes indicated within this RFP, including but not limited to:

1) Stakeholder Consultation

We can provide an information gathering tool to collect individual challenges or opportunities to share with the group. The tool provides time to gather one's thoughts, develop common themes and share prior to group sessions such that areas of need are focused and addressed in market assessment and strategic planning sessions

2) Overall Diagnosis & Solution Framework

Capable Boards use BDO's Overall Diagnosis & Solution Framework tool for analyzing problems, identifying their causes and what needs to be addressed. In the end, strategy should focus on causes not problem solving resulting in long term solutions and opportunities that advance the organization's projects and eliminate future problems from reoccurring.

3) Affordability Matrix

Our affordability matrix tool, performs analysis on the 2-3 options to identify significant revenue and expense line items, using Class D capital costs (derived from industry standard quantity estimating), funding/financing scenarios and ability to service any debt. Our affordability matrix is an easy to understand visual representation that evaluates options/alternatives at a high level based on various Capital Contributions (Debt/ (Grant/Stakeholder Contributions)), significant line items and the community's input (inputs as to whether project warrants operating at a deficit, breakeven or surplus, addresses quality of life issues, intangibles, ability to service debt, etc.) as criteria/ thresholds for decision-making towards a preferred option.

Pricing



6. Pricing

6.1 Proposed Cost of Services

The total professional fee for services associated with this Project will be **\$53,470** plus applicable taxes and disbursements. Our services are based on our interpretation of your project needs. Our fee has been calculated by assuming a reasonable amount of person hours required to perform each activity within the Work-Plan. The fee is then translated into a "Fixed Fee". Please refer to the Work Breakdown Fee Calculation attached herein for reference purposes.

Form Of Agreement

The RFP, This Proposal, and the standard short form of Agreement between Architect and Client OAA Doc 800 will be executed upon approval of this proposal. This contract will be coordinated to reflect the scope of services reflected in this proposal document.

Professional Liability And General Liability Insurance Coverage

IDEA + BDO carry General Liability and Professional Liability Insurance in accordance with the requirements of the RFP.

6.2 Fee Breakdown/Time Allocation Schedule

A fee breakdown and time allocation schedule is provided on the following page.

6.2 Fee Breakdown/Time Allocation

PROJECT ACTIVITIES	Market Research and Business Planning			Architecture			Mechanical and Electrical Input	Civil Input	Subtotals
	BDO			IDEA			IDEA	Tulloch	
	JM	JB	DS	FP	CB	KC	JB	JM	
Meetings									
Project Kick Off - Project Steering Committee Meetings	3			3					6
Stakeholder and User Group Meetings	10			6					16
Owner Review and Approvals				4		4			8
subtotal	13	0	0	13	0	4	0	0	27
Documentation Review									
Gathering relevant documentation							2		2
Reviewing existing drawings, surveys, reports, etc.				2			2		4
Reviewing local data on population, demographics, market projections, etc.	2		10						12
Reviewing identified program elements				2		2			4
subtotal	2	0	10	4	0	2	2	0	22
Market Study Needs Assessment									
Conduct Orientation Meeting	2								2
Demand and Needs Analysis	2		10						12
Identify and Examine Industry Trends	2		5						7
describe and assess local/regional direct and indirect competition	2		5						7
determine local and regional demand and inform assumptions on market penetration	2								2
Establish revenue streams and associated expenses.	2	10							12
Articulate a case for the Kinsmen Centre	5	2	2						9
subtotal	17	12	22	0	0	0	0	0	51
Functional Analysis									
Client engagement to confirm project goals relative to the market study and needs	2			2					4
User engagement to confirm functional needs				8		8			16
Exploring and outlining project constraints, risks, and parameters				1		1			2
development of functional space program				2		4			6
create functional diagrams and explore facility models				2		8			10
subtotal				15	0	21	0	0	36
Site Plan Development									
Field visit to review sites	2			2	2				6
Topography / Servicing / Bylaw compliance analysis for each site								2	2
Land use analysis to determine site capacity for the new building and site elements				2	4			8	14
Prepare site plan options and conduct comparative analysis				2	4			8	14
Stakeholder meetings to review and select preferred options	5			2	2				9
subtotal	7	0	0	8	12	0	0	18	37
Prepare Design Concepts									
Preparation of responsive facility design options				8		16			24
Stakeholder meetings to review and select preferred options	5			2		2			9
OBC compliance, accessibility review, sustainability targets				1	1				2
Create a massing study to demonstrate building form and orientation				2		8			10
Prepare drawings to describe project				4		8			12
Develop architectural, structural, mechanical, electrical, civil design briefs					2		2	2	6
Develop presentation drawings (3D modelling)				4		16			20
subtotal				21	2	48	2	2	75
Cost Analysis									
Class D Capital Cost Analysis	1			4		4			9
Facility Operating and Maintenance Cost Analysis	1			2					3
Recapitalization Cost Analysis (Life Cycle)				2					2
subtotal	2	0	0	8	0	4	0	0	14
Business Plan									
Affordability Matrix Analysis of the options	2	5	10						17
Select preferred option for detailed business plan analysis	2								2
Vision and Goals			1						1
Operations	1		2						3
Target Markets			1						1
Management Structures	1		2						3
Legal and Insurance	5								5
Financial	5	30							35
subtotal	16	35	15						66
Final Report									
Final Report	2		2	4	1	8	1	1	19
subtotal	2	0	2	4	1	8	1	1	19
Total Hours	66	47	50	73	16	93	3	21	269
Hourly Rate	\$225	\$150	\$115	\$165	\$110	\$90	\$165	\$150	
Subtotal - Cost per Key Personnel	\$14,850	\$7,050	\$5,750	\$12,045	\$1,760	\$8,370	\$495	\$3,150	\$53,470
Percentage Involvement in Feasibility Study	28%	13%	11%	23%	3%	18%	1%	6%	100%
									Total Cost \$53,470

7. References

St. Mary's College - HSCDSB

Jack Stadnyk, Sam Colizza, Steve Brown
Huron-Superior Catholic District School Board
P: (705) 945-5641
E: Steve.Brown@hscdsb.on.ca

NCC Community Centre (WECC)

Tom Vair
Deputy CAO, Community Development and Enterprise Services
705-759-5264

Brent Lamming,
Director, Community Services
Community Development & Enterprise Services
705.759.5314 b.lamming@cityssm.on.ca

Garden River First Nation (GRFN) –Various Projects

Client Contact: Darlene Solomon
Economic Resource and Community Development (ERCD) Manager
Garden River First Nation
Shingwauk Street, Garden River, ON
(705)-542-5747
dsolomon@gardenriver.org

Appendix A: Key Team Members CVs





Franco Pastore B.Arch, OAA, NCARB, AIA, Lic. Michigan

Principal, Director of Architecture

Years of experience: 25

Accreditation

Ontario Association of Architects

American Institute of Architects,
Licensed in State Of Michigan,

Past Chair, Algoma Society of Architects

Past Secretary Treasurer,
Northern Ontario Society of Architects

Education

Bachelor of Architecture
(Honours), Carleton University

Franco Pastore is a founding partner of IDEA and has over 25 years experience as a lead architect and designer. [Franco takes personal interest in the early stages of project planning and follows through in all stages of the project—his primary role is “principal in charge” of project development and design.](#) He has also been responsible for feasibility studies and the development of strategic master plans on various local and international projects. Franco has in-depth experience on many project types ranging from health care, institutional, educational, recreational, and residential.

Franco is primarily responsible for overall project scoping, programming, design, schedule control, and cost management, but his responsibilities may also include production of construction documents and contract administration.

Selected Project Experience

Corporate and Industrial

- + Tenaris Algoma Tubes Administration Building
- + Tenaris Canadian Head Office, Calgary
- + Tenaris Town Hall
- + Tenaris HRM facilities expansion project

Commercial and Retail

- + Prouse Motors (GM dealership)
- + Maitland Motors (Ford dealership)
- + Highland Motors (Ford dealership)
- + Riverside Motors (Chrysler dealership)
- + Pino's Get Fresh grocery store

Health Care

- + Sault Area Hospitals, new facilities
- + Algoma Public Health Facility
- + Maple View new long term care facility for Extendicare
- + Expansion to Van Daele Manor for Extendicare, study
- + Batchewana First Nation Health Centre

Recreational

- + GFL Memorial Gardens (sports and entertainment facility)
- + Northern Community Centre (indoor sporting complex)
- + Sault College Health & Wellness N Wing
- + Crimson Ridge clubhouse
- + John Rhodes Community Centre

Institutional

- + SSM International Bridge Plaza: Canadian plaza redevelopment, U.S. toll plaza
- + Thousand Island international border crossing
- + Blue Water Bridge international border crossing—One Bridge master plan
- + OPP Blind River detachment
- + SSMADC terminal expansion project

IDEA Inc.
421 Bay St., Suite 507
Sault Ste. Marie, ON
P6A 1X3
integrateddesign.ca

Franco Pastore
(705)-949-5291 x115
fpastore@integrateddesign.ca



Jeanette Biemann FEC, P.Eng, LEED AP BD+C, ASHRAE
Director of Engineering

Years of Experience: 16

Education

Honours Bachelor of Science & Engineering, University of Guelph

Memberships

Professional Engineers Ontario

Algoma Chapter of the Professional Engineers of Ontario

American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE)

Ontario Society of Professional Engineers (OSPE)

Jeanette is a LEED accredited professional who has participated in reviewing and providing input on various projects to help improve the energy efficiency and overall sustainability of these building projects. Her strongest skills are in the areas of project management, Integrated Design Process facilitation, system design, and energy efficient design reviews. Recently Jeanette directed the work of the design team for the development of the first LEED Gold project in Sault Ste. Marie. Jeanette received the Fellowship award from Engineers Canada in 2014 for exceptional contributions to the profession of Engineering in Canada. Jeanette is very involved with the engineering profession and has served on the Board of the Algoma Chapter of the Professional Engineers of Ontario for over a decade and she is also an Associate member of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) and a Volunteer Judge for the local School Boards Robotics League. Jeanette has a broad range of engineering experience, including the design of institutional, commercial, recreational, industrial and residential systems.

Selected Project Experience

Recreational

- + GFL Memorial Gardens – Sports and Entertainment Facility
- + Northern Community Centre – Indoor Sporting Complex

Municipal And Culture

- + Batchewana First Nation Gaming Facility
- + Hockey Heritage North – Hockey Hall of Fame
- + The Sault Ste. Marie Innovation Centre
- + Municipal Mausoleum
- + Custom Residential Homes (approx. 5)
- + 39 Unit Bay Street Apartments

Health Care

- + Sault Area Hospitals, New Facilities
- + Algoma Public Health Facility
- + Kirkland Lake Hospital – Physical Plant Upgrade
- + BP Health Medical Centre

Institutional

- + SSM International Bridge Plaza, Canadian Plaza
- + SSM International Bridge Plaza, U.S. Toll Plaza
- + Thousand Island International border Crossing

Educational

- + Sault College - Institute for Energy, Entrepreneurship and Environment;
- + St. Mary's College
- + Sault College Project 2011 Academic Building
- + Sault College Multi Media Facilities
- + Espanola Joint Catholic JK – 12 School

IDEA Inc.
421 Bay St., Suite 507
Sault Ste. Marie, ON
P6A 1X3
integrateddesign.ca

Jeanette Biemann
(705)-949-5291
jbiemann@integrateddesign.ca



Biography



Joe Melisek, B.Sc, BA, CMC Associate

Expertise Summary

Joe is an Associate responsible for management consulting, business technology solutions and training provided by the Sault Ste. Marie office. Joe has over 30 years of experience, including 20 years with BDO Canada LLP.

His areas of expertise are in organizational/operational reviews, business transition, feasibility studies, strategic and business planning with a particular focus on Indigenous, Municipal and Family business clients. Joe's scope of expertise in training is in the area of entrepreneurship, governance, human resource system implementation and computer software applications.

His industry specialties are in the Public (Indigenous, Municipal, Not-for-Profit) and Family Business management consulting sectors.

Professional Designations & Education

- Certified Management Consultant, Ontario (2000)
- Bachelor of Science, University of Windsor (1983)
- Bachelor Arts - Economics and Commerce - Laurentian University of Sudbury (1988)

Professional Affiliations

- Member, Canadian Association of Management Consultants

Community Involvement

- Joe is past National Chair of BDOs First Nation Industry Group
- Joe was approved by Indigenous and Northern Affairs Canada as an Advisor in Ontario Federal Government First Nation engagements.
- Past Director with Sault Ste. Marie Crime Stoppers and the Sault College Foundation.

jmelisek@bdo.ca

747 Queen Street East
P.O. Box 1109
Sault Ste. Marie ON P6A 5M7

Tel: 705 945 0990 X 4022
Fax: 705 942 7979
www.bdo.ca

STRATEGIC PLANNING

- Co-author of Aboriginal Export Development Guide with Mexico for Industry Canada
- Community Economic Development Strategy for St. Joseph Island / Bruce Mines Metis Community
- Mississauga First Nation - Community Economic Development Entity Strategic Plan
- Fort Albany First Nation - advisor to Finance Committee and Education Authority
- Whitefish Lake First Nation - Strategic and Performance Planning
- Attiwapiskat Health Services -- Board Training and Strategic Planning
- Metis Family Resource Centre -Strategic Plan
- Garden River First Nation Comprehensive Community Plan
- Mississauga First Nation - Remedial Management Plan
- Constance Lake First Nation - Amik Logging LP Strategic Plan
- Rainbow District School Board - Sudbury Manitoulin-Project Leadership to Establish Foundation and 2 Year Action Plans for Business Departments
- Ont. First Nations Economic Developers Assoc. - Strategic Plan
- Serpent River First Nation EDC - Governance Project (Strategic and Operating Plan, Governance Manual, Business Plan and LP Advice
- Sault Ste. Marie Economic Development Corporation - Strategic Plan

HUMAN RESOURCES

- Ontario Metis Aboriginal Association Personnel Planning System and Policy Manual
- Algoma Insurance Brokers Ltd. - Personnel Planning System and Policy Manual
- Algoma Mutual Insurance Company - Personnel Planning System
- Algoma Retail Co-operative (Echo Bay Co-op) - Redesign of Job Descriptions and Salary Grid
- Batchewana First Nation - Job Evaluation, Compensation System and Personnel Policy Review
- Garden River First Nation - Personnel Policy Review
- Watson's Algoma Vacations Ltd. - Management Compensation Review
- Algoma District Medical Group - Job Analysis and Descriptions

OPERATIONS

- Friends of the Sault Ste. Marie Canal - Operations Policies and Procedures
 - Garden River Health Services - Operations Policies and Procedures
 - Shingwauk Education Trust - Statement of Activities
 - Nog-Da-Win-Da-Min Family and Community Services - Financial Policies and Procedures
 - Algoma Family Services Amalgamation - Amalgamation of Finance, H/R, IT, and Administrative systems
 - Algoma Community Care Access Centre - Business Process Review
 - Batchewana First Nation - Finance and Administration Reorganization
 - Sault Ste. Marie Innovation Centre - Third Party Review
 - Industrial Marketing Strategy Sault Ste. Marie - Performance Review and Next Steps
 - Terms of Reference for Marketing Materials and Support Documents for Sault Ste. Marie Multi Modal Opportunities
 - Batchewana First Nation Rankin Arena - Operational Review
 - Coulters Motels Limited - Organizational Review
-

MARKET RESEARCH,
FEASIBILITY STUDIES &
BUSINESS PLANNING

- Canadian Jewelry Group - Organizational Review and Action Plans
 - Mariposa Dairy - Organizational Review
 - Vosbrae Farms Ltd - Farm Financial Assessment and Advanced Business (Succession) Plan
 - Nog-da-win-da-min Family and Community Services - Financial Practice Assessment and Plan to Transition to Child Welfare Funding Framework
 - Serpent River First Nation EDC - Governance Training and Policy Documents and Strategic Planning
 - Mississauga First Nation Tripartite Review
 - Wabigoon Lake First Nation Finance Assessment and Policy and Procedure Update
 - Grand Council Treaty #3 - Financial Scoping Exercise
-
- Soo Optical Centre Inc. - Business Plan
 - Lock City Dairies - Business Plan
 - Waasnoode GIS - Business Plan
 - Thessalon Tree Nursery Acquisition Plan - Thessalon First Nation
 - First Nation Independent Fuel Handlers Association - Market Study and Business Plan
 - Sayers Fishery - Feasibility Study and Business Plan
 - Safe & Sound Inc. - Feasibility Study and Business Plan
 - M'Chigeeng First Nation - Waterfront Development Study and Business Plan
 - Super 8 Motel, S.S. Marie - Business Plan
 - S.S. Marie PUC Telecom Inc. - Market Study
 - Garden River First Nation - Multi-purpose Complex Feasibility Study and Business Plan
 - Missanabie Cree First Nation - Island View Camp - Market Study and Business Plan
 - Refractories Plus Inc. - Business Plan
 - Rowswell & Associates Engineers Ltd - Superior Trail Bridges Ltd. Business Plan
 - Study of OLGC and Government Jobs In Sault Ste. Marie - City of Sault Ste. Marie
 - Cockburn Island Tire Recycling - Business Plan
 - Searchmont Ski Resort Business Plan and Funding Application
 - Business Plan -- Purchase of Pat's Restaurant and Heritage Inn by the Township of Dubreuilville
 - Due Diligence - Financial Partnership between Lac Seul First Nation and Ontario Power Generation (OPG) Inc. New Hydroelectric Generating Unit at Ear Falls, Ontario
 - Sagamok Anishnawbek Cultural and Language Centre - Feasibility Study
 - Medical Learners Centre - Business Plan
 - Laurentian University of Sudbury - Business Plan Animal Research Facility
 - Township of Dubreuilville - Due Diligence for the Acquisition of Electricity Distribution Agreement from Dubreuil Forest Products
 - Expression of Interest for a Casino on Sioux Valley Dakota Nation - Manitoba
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- Sault Ste. Marie Economic Development Corporation - Green Energy Provider Pre-Feasibility Study
 - Feasibility Study Medical Clinic - Morris, Manitoba
 - Feasibility Study and Business Plan for an Indoor Recreation Facility in Sault Ste. Marie (West End Community Centre)
 - Batchewana First Nation - Feasibility Study and Business Plan for a Bingo Facility
 - Business Plan - Lock Tours Canada
 - Soo Finnish Ski Club Day Lodge - Feasibility Study
 - Ermatinger-Clergue National Historic Site Business Plan
 - Business Case for an Enhanced Funding Model - United Chiefs and Councils of Manitoulin
 - Serpent River First Nation EDC - Migisi Illumination Industries Business Plan
 - Sudbury District Motorsports Association - Motorsport Park Business Plan
 - Georgian Bay Metis Council - Community Centre Business Plan
 - Thessalon First Nation - Livingston Creek Golf Course - Feasibility Study
 - Mississauga First Nation - Grocery Store Feasibility Study
 - Thessalon First Nation - Industrial Park Feasibility Study
 - Pauline's Place Youth Shelter - Social Enterprise Study and Business Plan
 - Envirotek Inc. - Sault Ste Marie - Business Expansion Plan
 - Sault Ste. Marie Economic Development Corporation - Algoma Central Railway - Economic Impact Assessment
 - Batchewana First Nation - Whitefish Island Feasibility study and Business Plan
 - Sault Ste. Marie Economic Development Corporation - Algoma Central Railway - Terms of Reference for a Third Party Operator
 - Sault Ste. Marie Economic Development Corporation - Confidential Information Memorandum for Searchmont Ski Resort
 - New Starts For Women Inc. - Kenora, ON - Feasibility Study and Business Case for 2nd Stage Housing
 - Sault Ste. Marie Economic Development Corporation - Proposal to Site Ferrochrome Production Facility in Sault Ste. Marie
 - Garden River First Nation - 10 year Housing Plan
-
- TRAINING
- Youth Entrepreneurship Program (1997-2000, 2006) - Program Manager and Lead Instructor for a 45-week business development program
 - Aboriginal Entrepreneurship Program (2010) - Program Manager and Lead Instructor for a 26-week business development program
 - Not-for-Profit Organization Board Governance Training
 - Chief and Council Orientation Sessions
 - Program Manager -- Office Management Program for Thessalon Metis and First Nation Communities
 - Youth Internship Program - Bookkeeping and Accounting training with work placement - 26 weeks
 - Associate - BDO Dunwoody LLP Business Technology Solutions - accounting and desktop application training and consulting
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

May 28, 2020
File #2020CDE-03-P



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REQUEST FOR PROPOSAL
FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

The Corporation of the City of Sault Ste. Marie is accepting Proposals for professional services associated with the development of a feasibility study and preliminary design concept for a new Kinsmen Centre. The proposed four-season facility located in Kinsmen Park (780 Landslide Road) is being developed in partnership with the Kinsmen Club of Sault Ste. Marie, the Soo Finish Nordic Ski Club, the Sault Cycling Club and other Partners. The new Kinsmen Centre (KC) is envisioned as a multi-use facility and accessible to the community. The Centre will be capable of hosting a range of events and activities including monthly Kinsmen Club of Sault Ste. Marie Board meetings, provincial and national level cross-country ski & mountain bike events, weekly youth cross country ski training classes, ski rental operations and outdoor education classes. It is expected that the existing Kinsmen Centre would remain in its current location and be utilized for storage and additional capacity for large events.

The successful Proponent will have demonstrable successful experience in development of feasibility studies and preliminary design of public facilities, recreation or community centres of similar size to the Kinsmen Centre.

Your Proposal must contain recommendations to satisfy the requirements described in the "Terms of Reference" section supplied with this request.

During the period for Proposal preparation, any questions concerning the requirements or intent of the statements contained herein should be addressed **(by email only)** to **Mr. Travis Anderson, Director, Tourism and Community Development 705-989-7915, t.anderson@cityssm.on.ca**. General inquiries may be addressed to the undersigned.

If you are in a position to submit a Proposal for this requirement, the completed Form of Proposal and any required attachments and schedules must be returned, to the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario, prior to the closing date. You are encouraged to make a full copy of the document for your file.

Proposals are due and will be accepted no later than 4:00 o'clock p.m., local time (Eastern), Friday June 26, 2020.

We look forward to receiving your response.

Yours sincerely

Tim Gowans
Manager of Purchasing



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

Proposals plainly marked as to contents, will be received by the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario until:

4:00 O'CLOCK P.M., LOCAL TIME (EASTERN), FRIDAY JUNE 26, 2020

for the development of a

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

for the City of Sault Ste. Marie, ON.

Request for Proposal Documents may be obtained from the office of the Manager of Purchasing, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

The lowest or any Proposal will not necessarily be accepted.

Tim Gowans
Manager of Purchasing

INDEX

- 1) INFORMATION TO PROPONENTS
- 2) FORM OF PROPOSAL
- 3) TERMS OF REFERENCE

SECTION 1

INFORMATION TO PROPONENTS

INFORMATION TO PROPONENTS

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

1. *Date, Place and Methodology for Submitting Proposals*

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Friday, June 26, 2020 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with this subject line:

Proposal – Electronic Submission – Feasibility Study-Design Concept Kinsmen Centre (2020CDE-03-P)

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a quotation and submit their quotation well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents (“**FEASIBILITY STUDY-DESIGN CONCEPT KINSMEN CENTRE File # 2020CDE-03-P**”) and may be delivered by mail, courier, or hand delivery to:

Information to Proponents (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to twenty (20) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as **“Original”** and three (3) sets marked as **“Copy”**.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including telephone number and email address shall be included in the Proposal.

2. Errors, Omissions, Clarifications

All requests for technical information or to clarify the Terms of Reference shall be addressed (by email only) to Mr. Travis Anderson, Director Tourism and Community Development, (phone) 705-989-7915, (email) t.anderson@cityssm.on.ca.

All questions and requests for clarification relating to the Request for Proposal process and/or identification of any errors or omissions in the Request for Proposal documents shall be directed to Mr. Tim Gowans, Manager of Purchasing, telephone 705-759-5298, or by email to t.gowans@cityssm.on.ca. The Manager of Purchasing may, at his sole discretion, issue a written addendum. Neither the named City Contact nor the Manager of Purchasing will make oral interpretations or clarifications, as to the meaning of the Proposal documents.

3. **Informal Proposals**

Proposals shall conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. The Form of Proposal must be legibly signed in ink by an authorized officer of the firm.

4. **Ability and Experience of Proponents**

No Proposal will be considered from any Proponent unless known to have a background of experience in a related enterprise of a character similar to that covered by this document.

5. **Conditions and Requirements for Performance**

The Proponent is required to submit their Proposal upon the express conditions that they shall satisfy themselves by personal examination of the proposed location of the new Kinsmen Centre, and/or by such other means, as they may prefer, as to the actual conditions of the location and requirements for the centre.

Each Proponent by careful examination of the RFP documents and any subsequent addenda shall satisfy themselves as to the nature of the signage required as well as all conditions which might affect the execution of the contract, and will make the necessary changes to their proposal.

6. **Agreement**

The Proponent agrees that the City's Purchase Order issued to the successful Proponent, along with the Proposal Document submitted in response to, and in compliance with, the RFP shall constitute the basis of the Agreement. If any other document is required, Proponents shall clearly identify this requirement in the Proposal as submitted. It is preferred that a sample document be included with the Proposal for review. In the absence of notification from the Proponent of the requirement for additional documents, it shall be deemed that the documentation outlined in the first sentence of this paragraph shall constitute the whole of the agreement.

7. **Proposal Left Open**

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

8. Right To Accept or Reject Proposals

The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interests of the City to do so and if only one Proposal is received, the City reserves the right to reject it.

Notwithstanding the foregoing, in the event that a preferred Proposal does not exactly and entirely meet the City's requirements, the City reserves the right to enter into negotiations with the selected Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

9. Schedule

A- Release of RFP	May 28, 2020
B- Deadline for Questions	June 15, 2020 noon
C- Submission of Proposal	June 26, 2020
D- Proposal Evaluation	June/July 2020
E- Recommendation of Award	July 2020
F- Award of Contract	July 2020
G- Commencement of Services	July 2020 (as soon as possible after award)

The City reserves the right to alter the scheduling of items "C" to "G".

10. Indemnity

The successful Proponent shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the successful Proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the successful Proponent.

11. Insurance Policy & Certificate

The successful Proponent shall maintain such insurance as will protect the Proponent and the City from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from their operations under this contract.

Information to Proponents (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

The successful Proponent shall provide a Certificate of Insurance certifying General Liability Insurance (including Blanket Contractual Liability, Premises and Operations Liability, Personal Injury Liability, and Non-Owned Automobile Liability) for a minimum of \$2,000,000 per occurrence, prior to the commencement of the contract.

The successful Proponent is required to provide the City with a minimum of sixty (60) day written notice of any change and/or cancellation of coverage.

The deductible amount or amounts in any insurance policy required by the City pursuant to this contract shall be subject to the approval of the City. In the event that the City does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance coverage with a deductible amount acceptable to the City.

12. Contractor Pre-Qualification Program and Safety Requirements

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract (***should it be required***). These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

13. Assignment

The successful Proponent shall keep the work under their personal control, and shall not assign, transfer or sublet any portion without first obtaining the written consent of the Deputy CAO – Community Development & Enterprise Services (DCAO-CDES). The consent of the DCAO-CDES of any such assignment, transfer or subletting, shall not, however, relieve the successful Proponent of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract, and the successful Proponent shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Proponent were performing the work with their own plant and employees.

14. Interviews

Proponents may be required to attend an interview to detail and expand upon their proposal including vision and methodology. Any costs associated with attendance are the responsibility of the Proponent (see Paragraph 15 below).

15. Incurred Costs

The City Corporation will not be liable nor reimburse any Proponent for costs incurred in the preparation of Proposals, inspections, demonstrations, or any other services that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

16. Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the Proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Manager of Purchasing for the purpose of clarification.

17. Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a Proposal, documentation, or information submitted by any other Proponent. The content of the Proposal, and all documentation, and information shall be held in confidence by the City, subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*. Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address **only**. In submitting a Proposal, Proponents acknowledge and agree to this provision.

18. Municipal Freedom Of Information & Protection Of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to the exemptions contained in the *Act*.

SECTION 2

FORM OF PROPOSAL

FORM OF PROPOSAL

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We understand that the Proposal submitted shall comply with submission instructions provided in the Information to Proponents (Section 1) of the RFP.

I/We have submitted all required Pricing Schedules (**in Canadian Dollars, HST extra**), and other information requested with the Proposal (required to qualify).

I/We agree that this Proposal shall be irrevocable from the time and date that the Proposals are opened in accordance with the time period stated in Paragraph 7 of the Information to Proponents.

I/We understand that any proposal submitted without the required attachments and documentation may not be considered.

All work will be completed within the specified timetable as outlined in the response to the Request for Proposal. The timetable will start upon receipt of notification of acceptance of this proposal and your official purchase order with a starting date agreed to by both parties.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is understood and agreed that the City reserves the right to reject a Proposal from any Proponent against whom it has an unresolved claim for damages of any kind whether the claim is in litigation or not. It is further understood and agreed the City may reject a Proposal from any Proponent with whom it is engaged in litigation before the Courts; regardless of how the matter arose in the first instance.

Form of Proposal (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

It is further understood and agreed that the lowest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City.

The City further reserves the right to negotiate further with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We agree that the City's Purchase Order and Request for Proposal Document; as well as the Proposal submitted shall constitute the whole of the Agreement with the successful Proponent unless stated below:

I/We confirm that the Proponent and all installation Subcontractors, its/their Officers and Directors; and Supervisory staff have not been convicted of an Offence under the *Occupational Health and Safety Act*, nor the *Workplace Safety and Insurance Act*.
Yes ___ No ___ If there has been a conviction, details of the conviction are:

This "**Form of Proposal**" must be completed, legibly signed in ink, and returned as part of the Proposal submission to qualify.

NAME OF FIRM

(seal)

ADDRESS

CITY

POSTAL CODE

SIGNING OFFICER SIGNATURE

WITNESS' SIGNATURE (must be present if
Corporate Seal is not affixed to Form of Proposal)

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

CONTACT EMAIL ADDRESS

DATE

SECTION 3

TERMS OF REFERENCE

TERMS OF REFERENCE

FEASIBILITY STUDY & PRELIMINARY DESIGN CONCEPT FOR KINSMEN CENTRE

1. Introduction and Background

The Corporation of the City of Sault Ste. Marie (The City) is accepting Proposals for professional services associated with the development of a feasibility study and preliminary design concept for a new Kinsmen Centre. The proposed four-season facility located in Kinsmen Park (780 Landslide Road), would complement the existing Kinsmen Centre, and is being developed in partnership with the Kinsmen Club of Sault Ste. Marie, the Soo Finish Nordic Ski Club (SFNSC), the Sault Cycling Club (SCC) and other partners.

The new Kinsmen Centre would serve as a multi-use facility that is accessible to the community. The new facility would be capable of hosting a range of events and activities; including monthly Kinsmen Club of Sault Ste. Marie Board meetings; large scale sporting events, including to provincial and national level cross country ski, trail running & mountain bike events; weekly youth cross country ski classes; ski and snowshoe rental operations; summer retail operations and could support outdoor learning by the local School Boards and other education institutions.

The Kinsmen Club of Sault Ste. Marie was founded in 1950. The club holds a full-year land use permit for 94.0 hectares or 232.3 acres, which is now formally called Kinsmen Park. The Kinsmen Club of Sault Ste. Marie built and operates the existing Kinsmen Centre for community use and programming. Neighboring lands consist of Conversation Authority holding 903.5 hectares, Infrastructure Ontario at 168.6 hectares and Ministry of Natural Resources with 59.5 hectares. Kinsmen Park and the adjacent lands comprise the Hiawatha Highlands. The Kinsmen Park and Hiawatha Highlands are a significant source of community pride; open year round to the public, the area is representative of the great quality life attributes that Sault Ste. Marie is known for.

From November 15 to April 15 the Kinsmen Center and adjacent lands are operated by Hiawatha Highlands (a business entity of Soo Finish Nordic Ski Club). Hiawatha Highlands maintains, 35 kilometers of groomed ski trails, snowshoe trails and winter fat biking, and operates a trail head centre which sells winter trail passes and ski and snowshoe rental equipment. The SFNSC operates its youth ski program (Jackrabbits) out of the Kinsmen Centre during the winter. The program attracts up to 170 youth, however the program is currently size constrained due to the lack of available meeting space in the Kinsmen Centre.

Terms of Reference (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

During summer months, the Kinsmen Centre is home to an ice cream shop and is frequented by the large number of mountain bikers, hikers and park users. Fall time use, includes the local elementary and secondary school cross-country running events, as well as park users enjoying the fall colours.

Potential local events:

XC Skiing Events:

- Loppet (ski marathon) - 500 participants
- O-cup XC Ski – 200 participants
- OUA XC Ski – 100 participants
- NOSSA XC skiing – 200 participants
- OFSA XC skiing – 300 participants

XC Running Events:

- Trail Trot (trail race) – 100 participants
- NOSSA XC Running – 300 participants
- OFSA XC Running – 300 participants

Mountain Bike Events:

- Crank the Shield – 250 participants
- Trails Fest – 500+ participants
- O-Cup/Canada XC race – 400+ participants
- Winter Fat Bike Race – 300 participants

A limitation to hosting events, such as those identified above, is that the current Kinsmen Centre is approximately 1,340 square feet and only has sufficient space to seat up 64 people (see attached BDO SFNSC Feasibility Study). This is well short of the size of a facility required to accommodate ~300 people that may attend a large event.

A feasibility study and preliminary design concept will provide the steering committee guidance on managing existing programs; identify facility requirements, while providing future recommendations, which will serve the diverse needs of the community. Where possible, extending the usage of the Kinsmen Centre with updated community amenities, new recreation opportunities, further soft adventure development, Eco-Tourism, youth engagement, in class training sessions and professional training camps.

The Consultant will be required to gather and review all relevant information pertaining to the project including, but not limited to, record maps, community plans, applicable bylaws, engineering standards, digital mapping, drawings and previously prepared reports to undertake the scope of work required.

Terms of Reference (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

2. Familiarity with Requirements – Proponent's Responsibility

Proponents should address any questions regarding technical information or clarification of the Terms of Reference (*by email only*) to Mr. Travis Anderson, Director Tourism and Community Development, (phone) 705-989-7915, (email) t.anderson@cityssm.on.ca.

3. Required Qualifications

We are seeking a company to lead the development of the proposed Kinsmen and Soo Finnish project. The successful proponent must have demonstrated experience and expertise in community development, tourism and sustainable infrastructure in creating feasibility studies and concept designs.

4. Project Scope and Deliverables

The City is seeking proposals for the development of a Feasibility Study and Preliminary Design Concept for the Kinsmen Centre. The scope of work and deliverable are outlined in detail below.

Scope of Work & Deliverables

1.0 Market Study & Needs Assessment:

This component of the study will look at identifying current and future needs for a Kinsmen Centre and make recommendations on the size, scope and scale as well as the recommended programming, equipment, ancillary amenities and support functions etc. that will be required to meet the future needs.

To achieve this, the successful firm will build upon the list of functional requirements identified by the steering committee and earlier work identified in the feasibility study conducted by BDO (available by clicking: http://saultstemarie.ca/Cityweb/media/Finance/Purchasing/2020/SFNCS_Final-Feasibility-Report_September-3,-2009.pdf). Needs Assessment and Market Study including, but not limited to, an evaluation of target markets and potential competition; an assessment of local demographics and future audience projections as well as research on other similar facilities in other municipalities.

Terms of Reference (cont'd)

Feasibility Study & Preliminary Design Concept for Kinsmen Centre

The Market Study and Needs Assessment will articulate a case for the Kinsmen Centre that would meet the needs of the local Kinsmen Club, SFNSC, SCC and other potential local user groups and community organizations / agencies as well as other appropriate uses and programming. It will take into consideration the programming mix available from existing user groups, potential new user groups, as well as other opportunities such as sporting, arts & cultural events, and other programming in order to gauge the projected utilization level of the Kinsmen Centre.

2.0 Conduct Functional Analysis:

Conduct functional analysis of the proposed Kinsmen Centre, while taking into consideration, baseline information on the existing Kinsmen Centre assets. Assume existing facility is available for storage and spillover usage, complete initial analysis of the findings.

Functional Requirements of new Kinsmen Centre include:

- Store front for Hiawatha Highlands, including sufficient space for rental equipment including skis, snowshoes, fat bikes, boots and poles.
- Space for seasonal shops & vendors including, but not limited to ice cream facility.
- Cafeteria & lounge seating capable of hosting ~300 people. Space should be flex space, capable of acting as main hosting area for large events.
- Class Room space capable of hosting 30 people.
- Office space (up to 6 people)
- Fully accessible washroom facilities
- Potential for change room amenities
- In season equipment storage
- Separate garage for storage of rolling equipment and grooming equipment.
- Training facilities for sports clubs, including, weight room & conditioning area
- Third party rental space; rentals, equipment
- Bike washing stations, repair station
- Parking facilities and designed staging area for the trail system

Terms of Reference (cont'd)

Feasibility Study & Preliminary Design Concept for Kinsmen Centre

The study objective will be to assess the needs and spatial requirements to determine appropriate size and configuration of new Kinsmen Centre. The final location of the facility will be developed in consideration of staging and spectator viewing areas for events, as well consideration for parking and proximity to existing Kinsmen Centre.

The successful firm will draft site criteria to support the future Kinsmen Centre with consideration to best meeting market needs as well as responding to the concerns and interests of the anchor tenants, and community user groups. The consultant will undertake a detailed analysis of the optimal site options including but not limited to:

- the capital costs and benefits associated with each site;
- the capacity of each site to effectively accommodate the proposed building, program and ancillary needs (e.g., outdoor space, parking, event staging areas, independent and group usage);
- consideration and impact on adjacent land and existing garage;
- the impact of each site on City planning priorities; transportation and parking requirements; construction issues associated with the sites;
- The capacity of the site to incorporate other potential partners and projects, as required.

The consultant will prepare a comprehensive analysis comparing the benefits and limitations of each site.

3.0 Prepare design concept and costs

Based on the proposed size and location of facility arising from the Market Study and Needs Assessment and Functional Analysis, the successful consultant will undertake the preparation of architectural conceptual design that include all recommended components of the facility.

The design concepts must reflect the facility needs as identified through the Market Study and Needs Assessment as well as demonstrate evidence of effective and efficient facility operations and management.

The design concept must include, at a minimum:

- A compilation of background information relating to current conditions based on the consultants own research, review and site visits
- Drawings describing the option: a. Rendered architectural plans, elevations and site plans;
- 3D images illustrating building massing and how it sits on the site
- Outline of specifications.
- Preparation of capital cost estimate (equivalent to Class D).

Terms of Reference (cont'd)

Feasibility Study & Preliminary Design Concept for Kinsmen Centre

- Review of applicable municipal, provincial and federal statutes, regulations, codes and by-laws and reflect requirements in proposed design.
- Presentations to Steering Committee

4.0 Capital Cost Estimates

The consultant will prepare Class D level capital cost estimate that will incorporate all municipal and provincial policies for facility construction including but not limited to environmental and accessibility. At a minimum, the estimate will include itemized cost for:

- Square foot cost per function (as applicable)
- Site remediation, as required
- Landscaping – hard and soft
- Parking
- Water and septic requirements
- IT infrastructure
- Site Development / Services
- Accessibility
- Furniture, Fixtures & Equipment
- Program equipment
- GC General Conditions
- GC overhead/profit

In the case of the renovation / expansion option, the consultant will also prepare a phase-in plan complete with full capital costs at all phases, of the necessary short-term upgrades that would support and enhance current operations and that would be integrated into the full renovation at a later date. The phase-in plan will include recommended timeframe for upgrades, and a draft schedule that would minimize facility closure during construction.

5.0 Prepare Business Plans

The successful consultant will develop detailed business plan for all options that reflect the recommended facility and program. The business plans will include but not be limited to:

- Vision, Mission and Goals of the Kinsmen Centre that reflect the needs of the Kinsmen, SFNSC, SCC, Tourism SSM, and other community and user groups
- Operations
 - Primary and Secondary Programming.
 - Lines of business.

Terms of Reference (cont'd)

Feasibility Study & Preliminary Design Concept for Kinsmen Centre

- Marketing
 - Target markets - clientele characteristics in terms of demographic, lifestyles, family lifecycle and where additional clientele of opportunity might be found.
 - Competition.
- Management
 - Operational management including staffing structure, roles and responsibilities, future lease agreements, operational capacity, seasonal capacity and impact on existing staff to respond to projected needs.
- Legal /Insurance
 - Provide legal opinion on how to address users of Kinsmen Park to limit liability to Kinsmen Club & other partners. Include consideration of waiver system (partners are not contemplating paid access outside of Nov.15-April 15). Questions to consider include:
 - If a waiver is defensible?
 - The duration of the waiver
 - Where would we post the waiver requirements?
 - How are we required to enforce the waiver?
 - Is any private park in a situation similar to Kinsmen Park Sault Ste. Marie, if so, how do they address the situation?
- Financial
 - Operating costs / revenues.
 - Ancillary revenue generating options such as opportunities for the sale of naming rights and sponsorship and fundraising and endowments from philanthropic sources and contributions from provincial and federal funds.
 - Five-year pro-forma operating budget.

6.0 Report

The completion of the study will be a written report that synthesizes the findings of the above research, and details the consultant's recommendations for an appropriate, market-tested new or renovated Kinsmen Centre. Final presentations of the report will be made to the Steering Committee.

Terms of Reference (cont'd)

Feasibility Study & Preliminary Design Concept for Kinsmen Centre

The Consultant will be required to provide the City with:

- Electronic copies of all supporting reports and the final report in an editable format
- 2 (two) hard copies of the final report
- 2 (two) hard copies of design drawings (overview maps should be D-sized; remaining drawings can be 11 x 17).
- Background material
- Copies of presentations for Steering Committee

5. Project Schedule

The following project schedule is anticipated based on best current information available

Description:	Date:
RFP Issued	May 28, 2020
Deadline for Inquiries	June 15, 2020 (noon)
Proposals Submission	June 26, 2020
Contract Awarded	July 2020
User Group Consultations	July/August, 2020
Draft Report	September 30, 2020
Final Submission of Feasibility Study	October 31, 2020

6. Reporting Structure

The proponent will report to a project team lead Travis Anderson, Director of Tourism and Community Development.

The project team will include but not limited to:

- Jennifer King Callon, Manager of Travel and Tourism Development, City of Sault Ste. Marie
- Scott Elgie, President of Kinsmen Club of Sault Ste. Marie
- Lawrence Foster, Executive of Kinsmen Club of Sault Ste. Marie
- Mark Santana, President of Sault Cycling Club
- Amy Wheeler Reich, Executive of Soo Finnish Nordic Ski Club
- Maija Laitinen, Executive of Soo Finnish Nordic Ski Club

Terms of Reference (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

7. Pricing

A comprehensive fee schedule (in Canadian Dollars HST extra) detailing the costs associated with development of the Feasibility Study & Preliminary Design Concept must be included within the Proposal submitted. Disbursements and Expenses must be listed. Responsibility (Name), Hours of Effort, and Hourly Rate must be detailed

A budget of \$59,000 plus HST has been allocated for consulting fees for this project.

Performance of additional work identified during progress of the Project that may incur invoicing in excess of the fee schedule presented must be approved in advance by the City.

8. Proposal Content

Proposals are to be submitted in accordance with the methodology outlined in Paragraph 1. of the Information to Proponents Section of this RFP.

To aid the City in evaluation of the Proposals submitted, the following components are to be included in each set of Proposal documents. The order is to be maintained in the Proposal Submission. Pages are to be numbered and each document securely bound (method at discretion of Proponent):

Title Page - Showing RFP name and file number, closing date and time, Proponent's name, primary contact, address, telephone number, and name of Contact Person (with telephone number and email address).

Table of Contents - Include page numbers.

Letter of Introduction - One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of, and bind the Proponent to, statements made in response to this RFP.

Form of Proposal - As included in Section 2 of the Request for Proposal – alterations not permitted. Signed and witnessed as required – **original signatures in legible ink must be present in the Proposal Document set marked "Original"**.

Terms of Reference (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

Proponent's Response –

Summary of your understanding of the request for proposal;

Capability – Provide a summary detailing staffing/ experience/ ability to meet timeline related to the project;

Methodology – Detail the proposed work plan to be utilized in development of the Feasibility Study & Design Concept; commitment to meeting timeline should be demonstrated;

Project Schedule – Provide project timeline/ schedule; schedule should indicate total and individual staff time allotments in hours;

Value Added Information - Include up to two pages maximum additional information that can further demonstrate innovative techniques or value added information;

Pricing – Provide Fees in accordance with para 7. above;

References – Provide a list of references (minimum of three (3) preferred) for which the Proponent has supplied similar feasibility studies in relation to outdoor recreation and trailhead projects in the past five (5) years. Full Contact details including Contact Name and Coordinates to be included;

Proponents should also include any other information or documentation that they deem to be of assistance to the City during the Evaluation Process.

11. Evaluation

The City of Sault Ste. Marie will evaluate all Proposals received on the basis of defined evaluation criteria. These criteria will not be made available to prospective Proponents. The evaluation criteria will reflect the submission requirements above and include:

- Quality and clarity of the submission;
- The degree to which all objectives of the City of Sault Ste. Marie are met;
- Successful relevant experience of the firm and staff, staff availability, client references;
- Nature and suitability of solution;
- Commitment to required timeline;
- Pricing.

Terms of Reference (cont'd)
Feasibility Study & Preliminary Design Concept for Kinsmen Centre

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The evaluation process will not be limited to these areas. Other criteria not specifically listed above will also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

As noted, the City of Sault Ste. Marie reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the Proposal call and negotiate with one or more Proponents, or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the Proposal with the lowest proposed cost; or any other Proposal.

Proponents are reminded that there is no recourse to the City of Sault Ste. Marie for its decision and the City of Sault Ste. Marie will not provide any compensation to Proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview or demonstration requested as part of the evaluation process for Proposals received. The City will attempt to obtain any further required information or clarification by electronic means whenever possible.

The City of Sault Ste. Marie will endeavour to complete the evaluation process in the shortest time possible.

The City of Sault Ste. Marie reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist in the evaluation process.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-151

AGREEMENT: A by-law to authorize the execution of the Parking Lot Lease between the City and Sault Ste. Marie Housing Corporation for the City Property comprising 272 Wellington Street West.

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 Parking Lot Lease dated August 10, 2020 between the City and Sault Ste. Marie Housing Corporation, a copy of which is attached as Schedule "A" hereto. This Parking Lot Lease is for the City Property comprising 272 Wellington Street West.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

PARKING LOT LEASE

THIS PARKING LOT LEASE (the "Agreement") made this 10th day of August, 2020.

BETWEEN:

SAULT STE. MARIE HOUSING CORPORATION

("Landlord")

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

("Tenant")

WHEREAS the parties hereto have entered into an Agreement of Purchase and Sale for the lands described as PIN 31572-0102 (LT) LT 183-184 BLK 5 PL402 KORAH; SAULT STE. MARIE, being civic 272 Wellington Street West, Sault Ste. Marie, Ontario which is presently used as a "Parking Lot" (hereinafter the "Parking Lot Lands"), which transaction is scheduled to close on the 19th day of August 2020, or any further date as may be extended on mutual agreement of the parties hereto;

AND WHEREAS as part of the Agreement of Purchase and Sale, the Sault Ste. Marie Housing Corporation, who shall become the owner of the Parking Lot Lands and therefore the Landlord as set out herein on closing of the above noted transaction, has committed to reserving a minimum of twelve (12) parking spots for the public in the Parking Lot Lands for so long as The Corporation of the City of Sault Ste. Marie, who shall become the Tenant as set out herein on closing of the above noted transaction, desires same;

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The Landlord hereby leases to the Tenant a portion of the Parking Lot Lands, specifically a minimum of twelve (12) parking spaces ("Leased Parking Spaces") for use by the public to access businesses in or about the vicinity of the Parking Lot Lands. The Landlord shall ensure that the Leased Parking Spaces are properly signed and delineated to the satisfaction of the City acting reasonably.
2. This Agreement shall be in effect commencing on the closing of the real estate transaction between the Landlord and the Tenant for the Parking Lot Lands and shall continue for a period of twenty-five (25) years (the "Term") thereafter. This Agreement shall automatically renew on a yearly basis thereafter (the "Renewal Term") and continue in effect until such time as the City provides written notice to the Landlord that it intends to

terminate the Agreement. The City shall provide one (1) month written notice to the Landlord in the event that it desires to terminate this Agreement.

3. The rent payable by the Tenant shall be the sum of \$1.00 per year. The Landlord confirms that the Tenant has paid rent for the first year of the Term. Rent is payable the first business day in August in each subsequent year of the Term and Renewal Term if applicable.
4. The Landlord shall not during the Term or Renewal Term if applicable, transfer, assign or sublet the said Parking Lot without written permission of the Tenant.
5. The Parking Lot Lands shall be used by the Landlord and the Tenant as a parking lot and for no other purposes. No buildings or structures shall be erected on the Parking Lot Lands unless both parties consent to same.
6. The Landlord shall at the Landlord's sole expense, liability and risk, operate, maintain, monitor, repair, inspect, replace and safeguard the Parking Lot Lands, including but not limited to winter snow removal, sanding/salting, repairs, eliminating tripping and/or other hazards, and enforcement of unauthorized parking at the Parking Lot Lands, including the Leased Parking Spaces. In the event that the Landlord fails to forthwith operate, maintain, monitor, repair, inspect, replace and/or safeguard the Parking Lot Lands to the reasonable satisfaction of the Tenant, the parties acknowledge and agree that the Tenant may complete such works that the Tenant deems necessary, in the Tenant's sole discretion, and all expenses, costs and liabilities for such works shall be payable by the Landlord immediately upon demand by the Tenant. It is the intention of this Agreement that the Tenant shall be at no risk or expense whatsoever to which it would have been put to had this Agreement not been entered into.
7. The Landlord shall keep the Parking Lot Lands clean to the satisfaction of the Tenant.
8. The parties acknowledge and agree that the Tenant is under no obligation to make any repairs, changes or additions to the Parking Lot Lands.
9. The Landlord acknowledges and agrees that no alterations to the Parking Lot Lands shall be made by the Landlord without the written permission of the Tenant, which shall not be withheld unreasonably.
10. The Landlord covenants with the Tenant for quiet enjoyment of the Parking Lot Lands by the Tenant.
11. The Landlord shall indemnify and save harmless the Tenant from all costs and expenses caused to or incurred by the Tenant and from all claims and demands, awards, losses, costs (including legal costs on a substantial indemnity basis), damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based

upon, arising out of or connected with, the Tenant's lease, use, occupation and presence on the Parking Lot Lands covered under this Agreement, the intent being that the Landlord shall be at no risk or expense to which it would not have been put had the Tenant not leased, used, occupied or been present on the Parking Lot Lands for the purposes as set out in this Agreement.

12. The Landlord agrees to maintain at all times during this Lease a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The Tenant 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 Tenant. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Tenant's Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.
13. The Parties hereto mutually agree that the Tenant shall have the right to terminate this Agreement on giving one (1) month notice to the Landlord of its intention to terminate.
14. The Landlord shall pay to the Tenant all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Tenant in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Landlord under this Lease, or in respect of which the Landlord has agreed to insure or to indemnify the Tenant.
15. Upon the expiration of this Agreement or upon earlier termination of this Agreement (collectively referred to as the "Termination Date"), the Tenant shall promptly remove all persons, equipment, vehicles and other items from the Parking Lot Lands. In the event that the Tenant fails to remove all such persons, equipment, vehicles and items from the Parking Lot Lands, the Tenant acknowledges and agrees that the Landlord may remove and store or dispose of same as appropriate, and all reasonable charges for such removal, storage and/or disposal shall be payable by the Tenant immediately upon demand by the Landlord.
16. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the Termination Date that has not been properly satisfied or discharged.
17. Sections 1-14 inclusive, 16-19 inclusive and 22-25 inclusive of this Agreement shall survive the termination of this Agreement.
18. The Landlord shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting its use, occupation, maintenance, alteration, safeguarding and presence on the Parking Lot Lands covered under this Agreement and will save harmless and fully

indemnify the Tenant from and against all losses, costs, damages and expenses, of every kind or nature which the Tenant may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Landlord with such Laws, By-laws, Rules and Regulations.

19. The Landlord shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from this Agreement and for the Parking Lot Lands.
20. The Landlord consents to the registration of this Agreement on title to the Parking Lot Lands. The Landlord shall be responsible for the costs of the said registration of this Agreement.
21. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:
 - (a) delivering the notice personally;
 - (b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter be designated in writing in accordance herewith; or
 - (c) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of the Landlord:

Sault Ste. Marie Housing Corporation
 c/o District of Sault Ste. Marie Social Services Administration Board
 Attention: Mike Nadeau, Chief Administrative Officer
 P.O. Box 277, 390 Bay Street
 Sault Ste. Marie, ON P6A 5L8
M.Nadeau@socialservices-ssmd.ca

in the case of the Tenant:

Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
 The Corporation of the City of Sault Ste. Marie
 99 Foster Drive
 4th Floor, Legal Department
 Sault Ste. Marie, ON P6A 5N1
m.borowiczsibenik@cityssm.on.ca

Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.

22. Neither this Agreement, the conduct of the Landlord or the Tenant nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.
23. This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.
24. This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
25. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

**SAULT STE. MARIE HOUSING
CORPORATION**

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-154

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the construction of scour protection along the St. Mary's River waterfront from the viewing platform east of the Clergue Generating Station to the Fort Creek Bridge, and the construction of approximately 260 meters of concrete break wall on the landward side of the walkway including all landscape restoration and new street lighting along St. Mary's River Drive (Contract 2020-4E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 2, 2017 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the construction of scour protection along the St. Mary's River waterfront from the viewing platform east of the Clergue Generating Station to the Fort Creek Bridge, and the construction of approximately 260 meters of concrete break wall on the landward side of the walkway including all landscape restoration and new street lighting along St. Mary's River Drive (Contract 2020-4E).

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CORPORATION OF THE CITY OF SAULT STE MARIE

**Contract No 2020-4E
Boardwalk Scour Remediation**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 10th day of August in the year 2020, by and between **Avery Construction Limited**, hereinafter called the "**Contractor**",

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the City of Sault Ste. Marie
Contract No 2020-4E
Boardwalk Scour Remediation**

which have been signed in triplicate by both parties and which were prepared by TULLOCH Engineering Inc., acting as Agent and Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages,

costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation: The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

The Contractor: Avery Construction Limited
940 Second Line West
Sault Ste. Marie, ON, P6C 2L3

The Contract Administrator: TULLOCH Engineering Inc.
71 Black Road, Unit 8
Sault Ste. Marie, Ontario, P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(seal)

MAYOR – Christian Provenzano

CITY CLERK – Rachel Tyczinski

THE CONTRACTOR

Avery Construction Ltd.

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-155

PLANNING: (P1.10) A by-law to extend the Rental Housing Community Improvement Plan for an additional two years.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 28 of the *Planning Act*, **ENACTS** as follows:

1. **BY-LAW 2013-168**

By-law 2013-168 was approved by Council on September 9, 2013, implementing the Rental Housing Community Improvement Plan.

2. **BY-LAW 2018-176**

Council approved an extension of the Rental Housing Community Improvement Plan for an additional two years by By-Law 2018-176, on August 13, 2018.

3. **RENTAL HOUSING COMMUNITY IMPROVEMENT PLAN**

The Council hereby agrees to extend the Rental Housing Community Improvement Plan for an additional two years.

4. **EFFECTIVE DATE**

This By-Law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-156

AGREEMENT: (P1.25) A by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and further make minor variations from the standard Outdoor Patio Agreement and Sidewalk Patios Requirements & Guidelines to suit the needs of the particular user and circumstances.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **STANDARD FORM OF OUTDOOR PATIO AGREEMENT APPROVED**

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Outdoor Patio Agreement document as set out in Schedule "A" hereto.

2. **OUTDOOR PATIO AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute Outdoor Patio Agreements substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth and in accordance with the Sidewalk Patios Requirements & Guidelines as set forth in Schedule "B" herein.
- (ii) The Director of Planning and Enterprise Services or his/her delegate is further authorized to make minor variations from this standard form Outdoor Patio Agreement to suit the needs of the particular user and circumstances regarding the outdoor patio.
- (iii) The Director of Planning and Enterprise Services or his/her delegate is further authorized to make minor variations to the Sidewalk Patios Requirements & Guidelines to suit the needs of the particular user and circumstances regarding the outdoor patio.

3. **SCHEDULES "A" AND "B"**

Schedules "A" and "B" hereto forms part of this by-law.

4. **BY-LAW 2020-122**

By-law 2020-122 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this * day of *, 20**.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

– and –

COMPANY NAME

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City (the "City Property") identified as on the City Boulevard / Parking Bay / Sidewalk / Laneway in front of / adjacent to Civic Address _____, Sault Ste. Marie, specifically as shown and identified on the sketch attached as Schedule "A" to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "B", attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

The Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

COMPANY NAME

Name: _____
Position: _____
**I HAVE THE AUTHORITY TO BIND
THE CORPORATION**

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

Name: _____
Director of Planning and Enterprise
Services
**I HAVE THE AUTHORITY TO BIND
THE CORPORATION**

SCHEDULE "A"

LICENCE OF OCCUPATION

City Property

The City hereby grants to the Licencee the right to occupy the City Property identified as on the City Boulevard / Parking Bay / Sidewalk / Laneway in front of / adjacent to Civic Address _____, Sault Ste. Marie, at the location identified and marked on the drawing below.

SCHEDULE "B"

LICENCE OF OCCUPATION

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants the Licencee permission to erect and use an outdoor patio of the dimension **X feet by Y feet** (the "Outdoor Patio") at the location identified in Schedule "A" to this Licence Agreement (the "City Property") between **May 1** at 12:00 a.m. and October 1 at 11:59 p.m. for the calendar years **_____** (note: can be up to three calendar years), hereinafter referred to as the "Term".
2. The Licencee agrees to not use or permit the use of City Property for any purpose other than the purpose set out herein, namely the Outdoor Patio. No buildings or other structures shall be erected on the City Property.
3. The Outdoor Patio shall be removed in its entirety from the City Property by October 2 at 12:00 a.m. each calendar year in the Term. The Licencee shall leave the City Property in a condition satisfactory to the City. Provided that if the required disassembly and clean-up activities are not completed and/or the Outdoor Patio not removed by October 2 at 12:00 a.m. for each calendar year in the Term, the City may complete such clean-up and removal of the Outdoor Patio as it deems necessary at the sole cost, expense and risk of the Licencee.
4. **[For Parking Bays only]** If the Outdoor Patio uses all or part of a Parking Bay, the determination of which shall be made by the City in its sole discretion, the Licencee hereby agrees to pay to the City the sum of Two Hundred and Twenty (\$220.00) Dollars per parking space on or before the Commencement Date in one payment for use of the subject Parking Bay as depicted in Schedule "A" on or before the first day of the Term and thereafter on or before May 15 for each calendar year in the Term that the Parking Bay is occupied. The City shall waive any Parking Bay fees payable for the period up to December 31, 2020." / **[Not applicable]**

Design and Operation

5. The Licencee shall ensure the following design conditions are being complied with regarding the Outdoor Patio, specifically:
 - a. The Outdoor Patio, fencing, barrier or other accessory thereto shall not impede egress or access from or to a structure;
 - b. Furniture and accessories on the Outdoor Patio shall not protrude into the pedestrian pathway at any time or obstruct pedestrian or vehicular sightlines;
 - c. Partitions, including fencing or railing systems, shall be decorative and free from jagged or sharp edges or other features that could cause injury in the Outdoor Patio's regular use;
 - d. All Outdoor heating devices used by the Licencee shall be approved by the Canadian Standards Association (CSA);
 - e. The Outdoor Patio shall be designed such that it shall remain accessible at all times;
 - f. The Outdoor Patio shall not restrict access to a fire hydrant; and
 - g. **[For Parking Bays only]** If the Outdoor Patio uses all or part of a Parking Bay, the Licencee shall affix reflectors on the exterior of the Outdoor Patio so that the Outdoor Patio is clearly visible to traffic; / **[Not applicable]**

- h. **[Licenced Patios only]** If the Outdoor Patio is licenced to serve alcohol, the Licencee shall erect a removable partition that is at least one metre tall but not taller than 1.2 metres separating the Outdoor Patio from the sidewalk or other pedestrian walkway. / **[Not applicable]**
6. The Licencee shall ensure the following operational conditions are being complied with regarding the Outdoor Patio, specifically:
 - a. The Outdoor Patio and accessories thereof shall not encroach upon the frontage of any neighbouring establishment(s) without written authorization from the property owner of the neighbouring establishment(s) so affected;
 - b. The Outdoor Patio area and accessories thereof shall be kept orderly and in good condition and any required maintenance shall be completed in a timely manner;
 - c. Furniture and accessories on the Outdoor Patio shall be secured when not in use and outside the hours of operation of the Licencee;
 - d. Smoking on the Outdoor Patio shall not be permitted or allowed to be permitted;
 - e. **[For Outdoor Food Preparation only]** The Outdoor Patio shall be equipped with a portable fire extinguisher and all staff for the Outdoor Patio shall be trained in its use; and / **[Not applicable]**
 - f. **[Licenced Patios only]** If the Outdoor Patio is licenced to serve alcohol, the Outdoor Patio shall not exceed overall occupant numbers as listed on the Licencee's liquor licence. / **[Not applicable]**
 7. If the City, in its sole discretion, determines that the Design and Operation conditions contained herein are not being complied with, it may provide the Licencee with reasonable opportunity to remedy or, where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Outdoor Patio to the satisfaction of the City.
 8. If, in the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that removal of any portion of the entirety of the Outdoor Patio is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Outdoor Patio to its condition prior to such access by the City and/or emergency personal.
 9. **[For Outdoor Food Preparation only]** If food is to be prepared, served or consumed on the Outdoor Patio at any time, the Licencee represents and warrants that it has obtained all necessary approvals from Algoma Public Health for same. At no time shall the City be responsible for any matters related to the preparation of food on the Outdoor Patio. The Licencee shall fully indemnify and save harmless the City from and against all losses, costs, damages and expenses of every kind of nature which the City may suffer, be at or be put to by reason or in consequence of noncompliance by the Licencee. / **[Not applicable]**
 10. **[For Parking Bays only]** If the Outdoor Patio uses all of part of a Parking Bay, the Licencee shall not be permitted to serve alcohol on the Outdoor Patio, even if the Licencee is the holder of a valid liquor licence for its permanent establishment. / **[Not applicable]**

COVID-19 Requirements

11. The Licencee shall design the Outdoor Patio and operate all matters related thereto so as to ensure that the two (2) metre physical distancing recommendations are in effect for all components of the Outdoor Patio, including but not limited to seating between tables, walkway(s) and entranceway(s).

12. The Licencee shall install any and all necessary signage on the Outdoor Patio to remind patrons of the two (2) metre physical distancing requirements.
13. The Licencee shall implement any and all measures necessary to facilitate and enforce the two (2) metre physical distancing requirements for the Outdoor Patio and all components thereof.
14. The City may, during the Term amend or add additional requirements for the Outdoor Patio by way of written Policy and if so, shall provide written notice of same to the Licencee. Upon receipt of such written notice, the Licencee shall forthwith comply with any and all new, amended and/or additional terms for the Outdoor Patio as required by the City during the Term.
15. If the City, in its sole discretion, determines that any of the requirements as set out herein are not being complied with, the City may provide the Licencee with notice and reasonable opportunity to remedy, or where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Outdoor Patio to the satisfaction of the City.

Liability and Insurance

16. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Outdoor Patio. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Outdoor Patio located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Outdoor Patio.
17. All matters related to the Outdoor Patio are the responsibility of the Licencee. At no time shall the City be responsible for any matters related to the Outdoor Patio, and the Licencee shall indemnify and save harmless the City from any costs, expenses and liabilities incurred and suffered by the City that may result from same.
18. 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 Outdoor Patio, the intent being that the City shall be at no risk or expense to which it would not have been put had the Outdoor Patio not occurred.
19. The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) if not a licenced Outdoor Patio or Five Million (\$5,000,000.00) Dollars if a licenced Outdoor Patio or an Outdoor Patio that uses all or part of a Parking Bay, the determination of which shall be at the sole discretion of the City, and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date.

Termination

20. This Agreement shall terminate at 12:00 a.m. on October 2, [REDACTED] (Note: Insert relevant year) The City reserves the right to terminate this Agreement on any earlier date, for any reason without cause by providing written notice to the Licencee. The provisions of paragraphs 15-18 inclusive, 20, 21 and 25 (if applicable) of this Agreement shall survive the termination of this Agreement.

Compliance with Laws

21. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the Outdoor Patio, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.

Taxes

22. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Outdoor Patio.

No Assignment

23. The Licencee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of the City.

[Add the following for Licenced Patios]

Liquor Regulation

24. The Licencee represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. The Licencee further represents and warrants that it has submitted a written form of notification of the Outdoor Patio to the Alcohol and Gaming Commission of Ontario ("AGCO"), Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*. The Licencee represents and warrants that it has obtained the AGCO's approval for the Outdoor Patio.
25. Prior to the commencement of construction and use of the Outdoor Patio, the Licencee shall provide the City with written confirmation by facsimile or e-mail from the AGCO that the Licencee has received approval for the Outdoor Patio. In the event that such confirmation of approval has not been received by the City by noon on the day prior to the Commencement Date, the Licencee acknowledges and agrees that the Licencee may proceed with an unlicensed Outdoor Patio until such time as the Licencee provides the City with confirmation in writing to the satisfaction of the City that the Licencee has secured all necessary approvals and permissions to operate the licensed Outdoor Patio, at which point the Licencee may proceed with the licensed Outdoor Patio. Such written confirmation shall be sent as follows:

Don McConnell
Director of Planning and Enterprise Services
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: 705-759-5375
Fax: 705-541-7165
E-mail: d.mcconnell@cityssm.on.ca

26. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Outdoor Patio. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Outdoor Patio. The

Licencee shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee of such liquor licence requirements and/or approvals. / **[Not applicable]**

Schedule "B"

SIDEWALK PATIOS

REQUIREMENTS & GUIDELINES

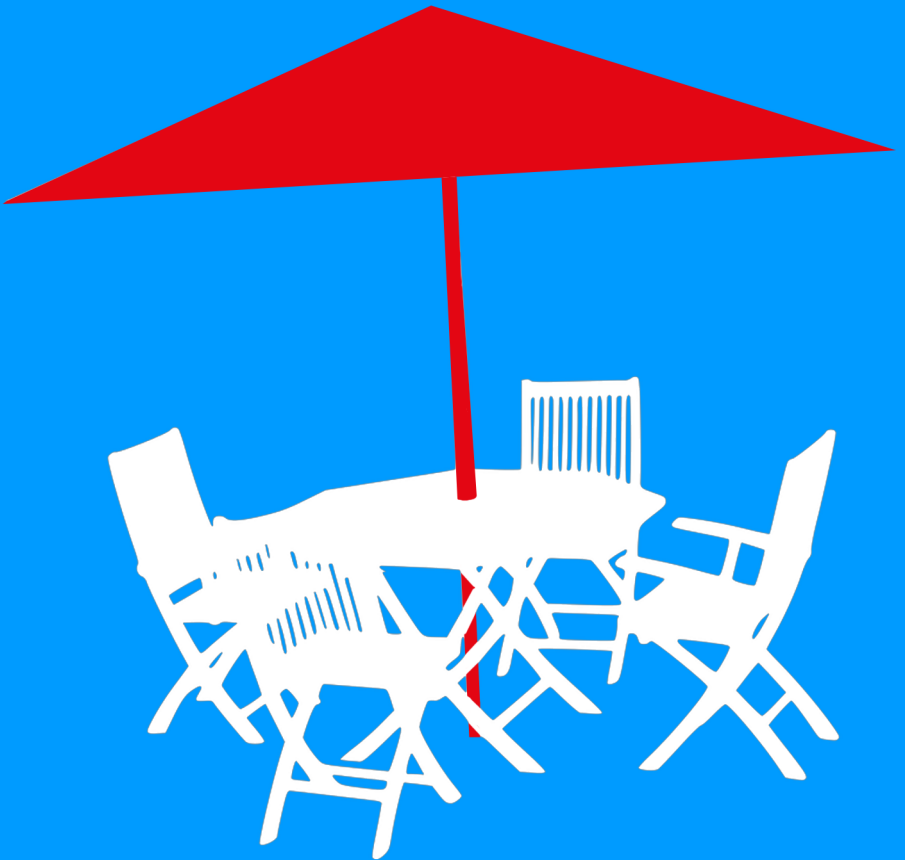


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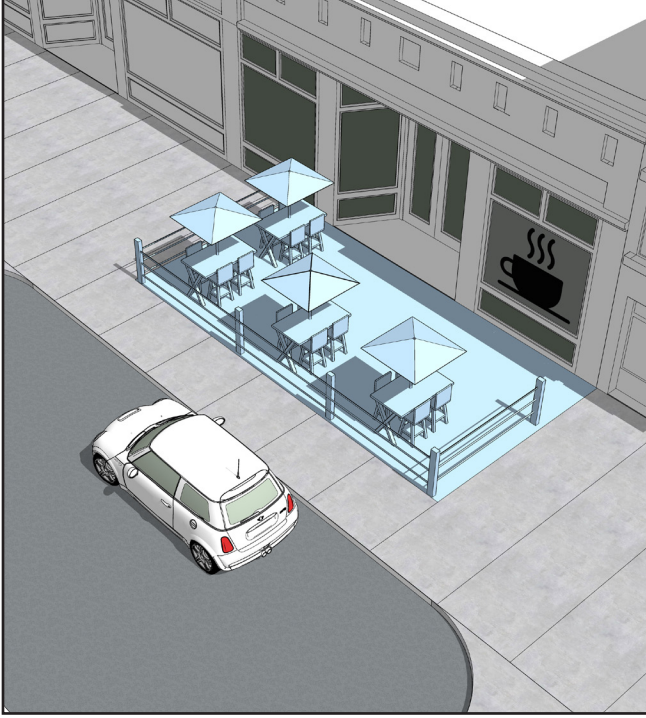
INTRODUCTION	1
TYPES OF PATIOS	2
GENERAL GUIDELINES	4
DESIGN GUIDELINES	6
OPERATIONAL REQUIREMENTS	14
LICENSED PATIOS	16
APPLICATION PROCESS	17
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INTRODUCTION

Sidewalk patios foster an inviting, thriving and vibrant downtown neighbourhood. Patios not only enhance the attractiveness and ambiance of the downtown, but also create accessible community spaces and contribute to safe walking environments. As part of ongoing revitalization efforts, the City is encouraging the use of sidewalks, boulevard spaces and on-street parking bays for patios.

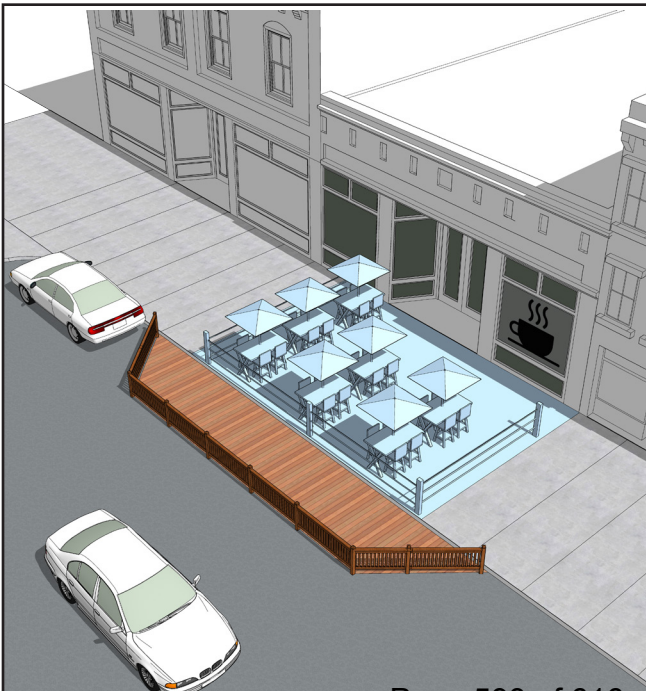
The purpose of this booklet is to provide general guidance on the design, operation and approval process for a sidewalk patio. Sidewalk patios occupy public space and as such, there are a number of considerations to ensure that these spaces are safe and accessible.

TYPES OF PATIOS



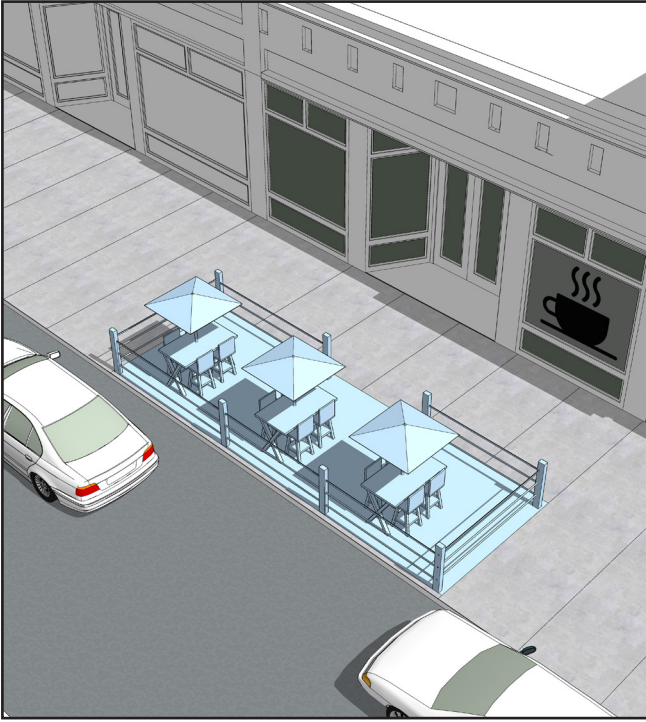
Frontage Patio

The patio is located along the face of the building establishment and maintains sufficient pedestrian clearance between the edge of the patio and the curb.



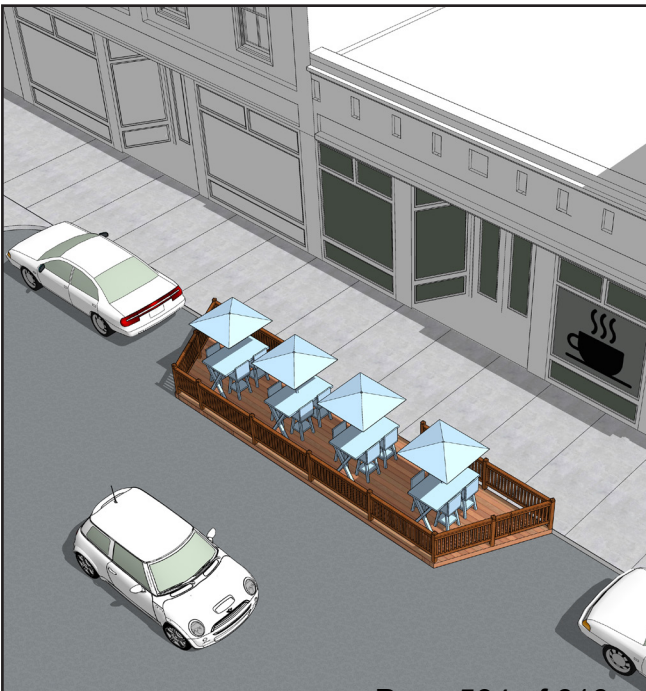
Frontage Patio With Pedestrian Walkway

The patio is located along the face of the building establishment and occupies the width of the sidewalk. A pedestrian walkway, located in an adjacent parking space, bypasses the patio.



Curbside Patio

The patio is located along the curb and maintains sufficient pedestrian clearance between the edge of the patio and building establishment.



Parklet Patio

The patio is located within the parking space. A sufficient pedestrian clearance between the edge of the patio and building establishment is maintained.

GENERAL GUIDELINES

- **Pedestrian walkway:** a minimum 1.5 metre pedestrian clearway must be maintained to allow pedestrians to continue to travel along the boulevard. Walkway can be between the patio and building, or around patio.
- **Street objects:** patios must maintain a minimum 1.5 metre clearance from any streetscape objects (e.g. benches, trees, bus stops, fire hydrants, lamp posts, etc.).
- **Entrance from the sidewalk:** should the applicant choose to have direct entrance into the patio from the sidewalk, the entrance must be a minimum of 1.2 metres wide and clear from any obstruction.
- **Partitioning:** non-licensed frontage patios should be delineated by a vertical element (e.g. decorative ropes and planters). All other patios must be enclosed with a minimum 1 metre high partition (i.e. fencing, railing, etc.). Partitions cannot be higher than 1.2 metres high.

Partitions, including fencing or railing systems, shall be decorative, free of jagged edges, easily removable, and pose no trip hazard.

- **Setback:** curbside patios, walkways and patios using on-street parking spaces, shall be setback 0.25 metres from the traveled portion of the road.
- **Elevation:** the surface of the patio, sidewalk and pedestrian clearway must all be level with each other.
- **Required drawings:** for pedestrian walkways or patios using on-street parking spaces, drawings prepared and signed by a BCIN qualified designer are required. The same designer must certify that the structure is constructed as per the approved design. Applicants will be required to

apply for a building permit.

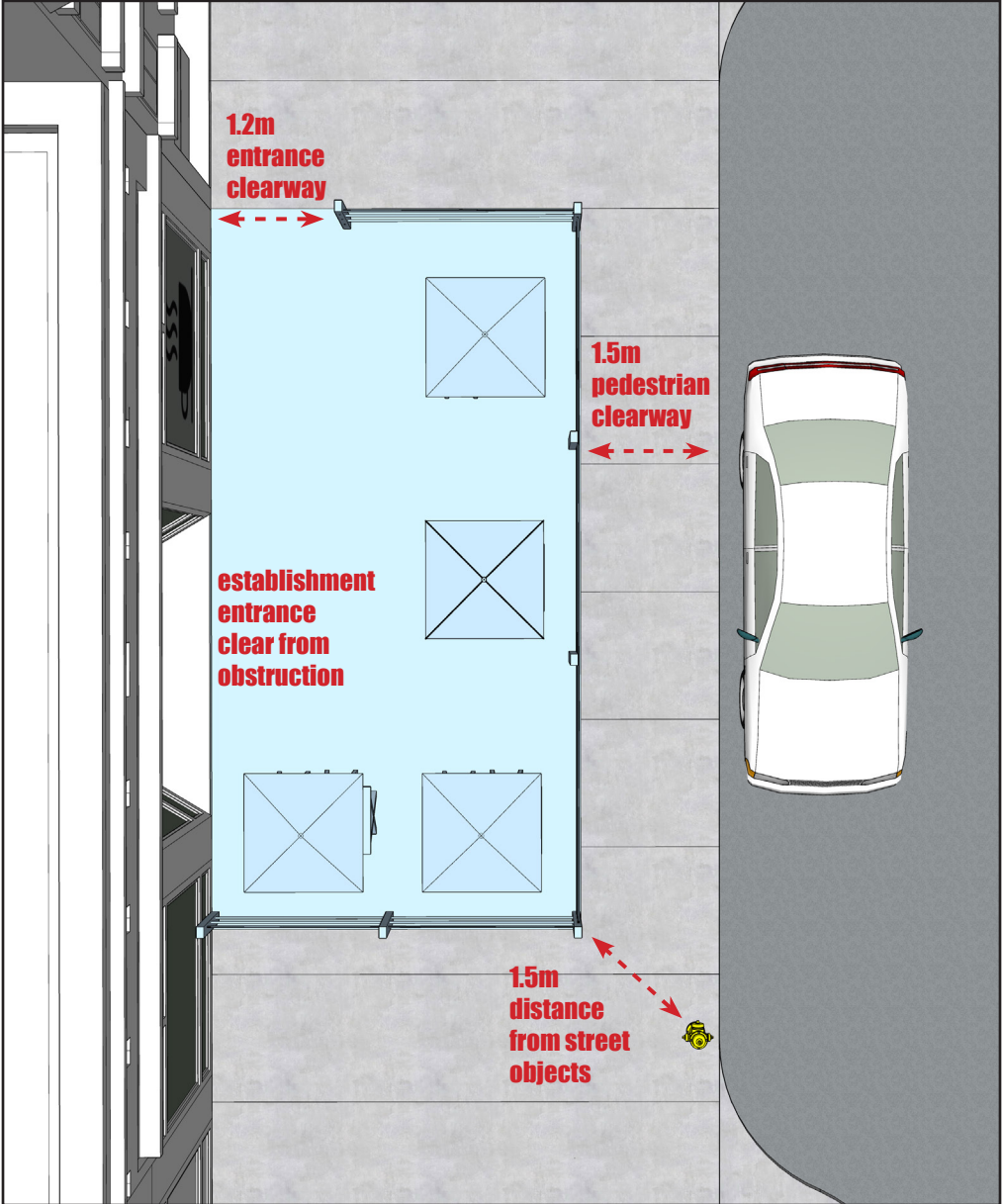
- **Accessibility:** patios shall provide at least one barrier free table with appropriate knee and toe height clearance to allow individuals using wheelchairs to comfortably sit at the table. An accessible path of travel to this table must be maintained.

*Things to consider:
use tables that already offer
appropriate height and knee
space underneath to avoid the
need for specially designated
“accessible” tables.*



DESIGN GUIDELINES

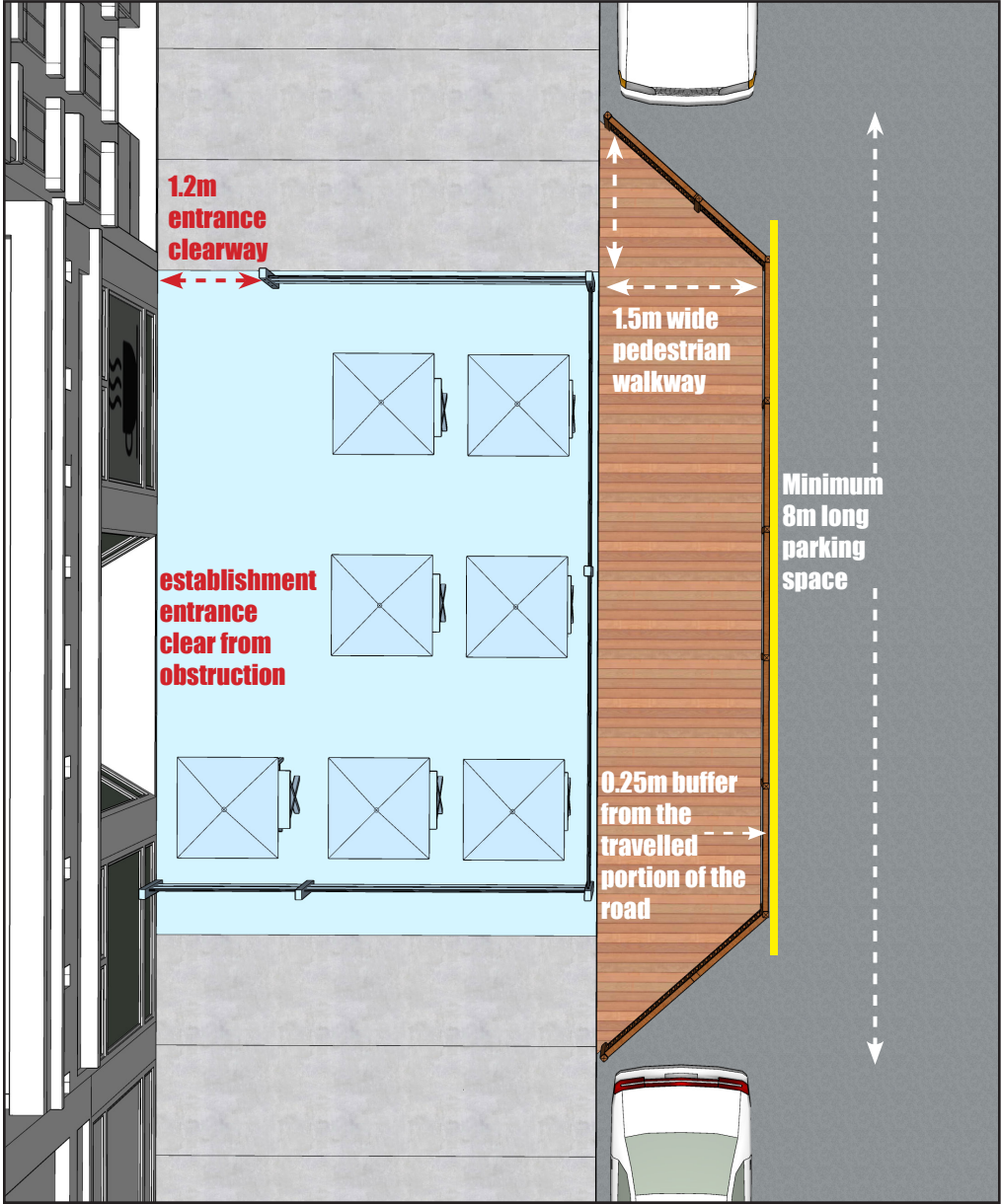
FRONT AGE PATIO





DESIGN GUIDELINES

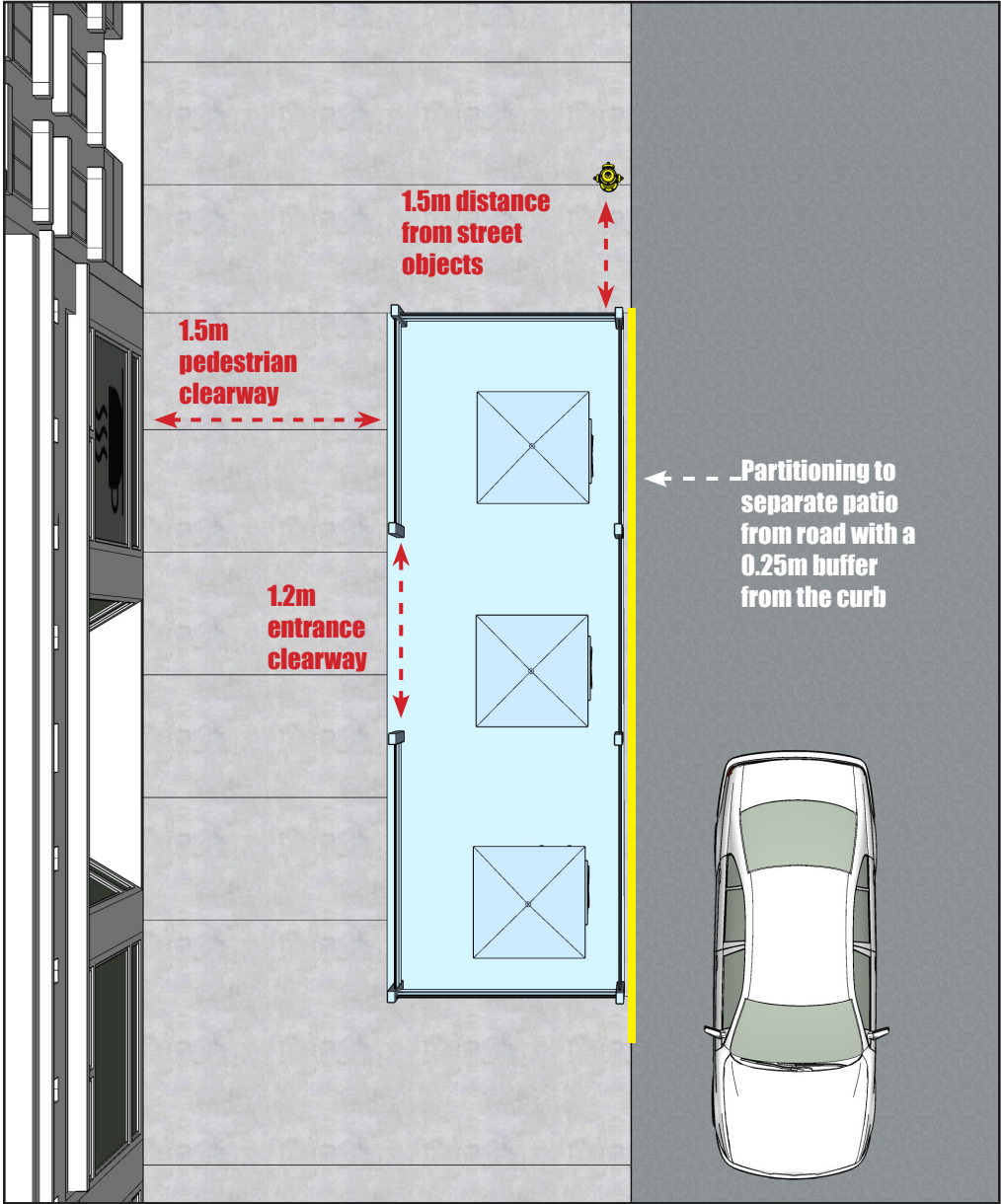
FRONT AGE PATIO WITH WALKWAY





DESIGN GUIDELINES

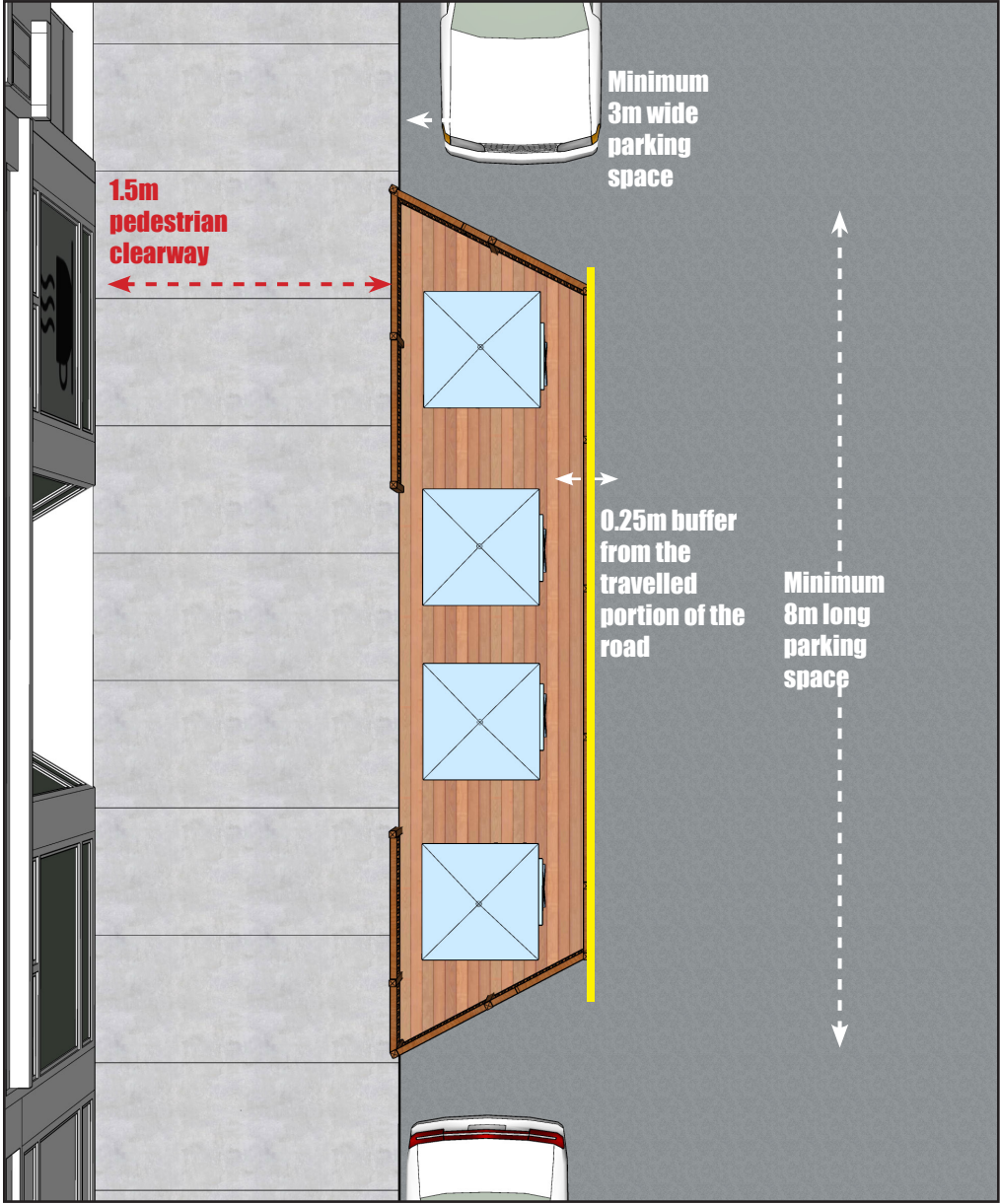
CURBSIDE PATIO





DESIGN GUIDELINES

PARKLET PATIO





OPERATIONAL REQUIREMENTS

- Maintain a safe, clear and unobstructed pedestrian clearway for all, including those with mobility devices (e.g. wheelchairs).
- The surface of the patio, sidewalk and pedestrian clearway must all be level with each other. Furniture shall not protrude into the pedestrian clearway.
- Sidewalk patios shall not extend past the side property lines of the applicant's business without written consultation with affected businesses and authorization from appropriate agencies.
- Patios and pedestrian walkways located within a parking space must feature reflectors for night safety.
- Pedestrian-scale lighting is permitted in the patio area, subject to approval by Public Works.
- All patio furniture must be made out of durable and weather resistant materials (e.g. wrought iron, aluminum, steel and weatherproof fabrics); plastic/vinyl furnishings are not permitted.
- Patio furniture, including umbrellas, shall not obstruct vehicular or pedestrian sightlines, visibility or movement.
- CSA approved outdoor heating devices are permitted on patios.
- Establishments must ensure that the patio area and furnishings are kept in order and in good condition at all times. Furniture must be secured.
- When utilizing an on-street parking space, that parking space is considered to be a minimum 8 metres long by 3 metres wide. Additional fees for utilizing parking spaces are required.
- Applicants must maintain a minimum liability insurance of \$2,000,000. Where alcohol or parklet patios are involved, liability increases to \$5,000,000.

- Patios may not be installed earlier than May 15 and must be removed by October 1.
- Sidewalks and parking spaces must be returned to their original condition after patio season.
- If cooking facilities are provided outside, the outdoor patio shall be equipped with a fire extinguisher.
- Smoking, vaping and the use of cannabis are prohibited on all sidewalk patios.
- Patios must operate in accordance with the City of Sault Ste. Marie's by-laws, particularly those dealing with noise, sidewalks and signage.
- Be a good neighbour.

LICENSED PATIOS

Premises that serve alcohol must be licensed by the Alcohol and Gaming Commission of Ontario (AGCO). To be licensed, a liquor license application must be submitted to the AGCO for review, along with required fees.

Patrons are strictly prohibited from carrying alcohol outside of a licensed patio area. In the case of a curbside or parklet patio, only employees of the licensed establishment may carry alcohol across the pedestrian clearway between the business and the patio.

Submit your AGCO application early as the decision process takes at least 30 days.

It is recommended to consult with an AGCO representative to ensure you are applying for the liquor license that is right for your intended patio use.

Contact a local AGCO representative directly:

Daniel McKee - AGCO Inspector

705-254-8417

daniel.mckee@agco.ca

Contact AGCO customer service:

Submit your questions online at www.agco.ca/iAGCO

or contact the AGCO's Customer Service at **416-326-8700**

or toll-free in Ontario **1-800-522-2876**

APPLICATION PROCESS

- 1. Pre-application consultation:** before submitting an application to the City, you can meet with the Planner to discuss your proposal. This step can help explain the application process and requirements.
 - 2. Starting the application:** before submitting an application, contact neighbours who could be affected by a sidewalk patio. This is also a good opportunity to determine if any liquor licenses or food permits are required from the Alcohol and Gaming Commission of Ontario (AGCO) and/or from Algoma Public Health (APH).
 - 3. Submitting the application:** submit the completed application to the Planner. We invite and encourage you to stay up-to-date with other required approvals from the AGCO and APH. In order to process your application faster, it must be complete and well organized.
 - 4. Application decision:** if your application is approved, a license of occupation must be signed and proof of insurance must be provided before setting up a patio. If the patio will be licensed, a copy of the AGCO license, once obtained, must be forwarded to the Planner.
 - 5. Patio installation:** after the installation, contact the Planner to schedule a final inspection.
- **Sidewalk patio agreements are valid for three consecutive years (excluding the off-season period). Parklet and Frontage Patios with pedestrian walkways will continue to be subject to the annual fee of \$225 per parking space.**
 - **If a building permit is required for the patio, a building permit would need to be obtained annually.**
 - **Sidewalk patio structures must be installed no earlier than May 15 of any year and fully dismantled no later than October 1.**

APPLICATION FORM

1. Applicant Information

Applicant is the:

- Landowner.
- Authorized agent of the owner.
- Tenant who has been given permission from the registered landowner(s) of the below noted property to make an application for a patio.

Name:

Mailing address:

Email:

Phone:

2. Business and Proposed Sidewalk Patio Information

Legal business name:

Business address:

Type of patio proposed:

Frontage:

Curbside:

Parklet:

Frontage with walkway:

of parking spaces to be used:

of parking spaces to be used:

Number of proposed patio seats:

Patio dimensions:

Will liquor be served on the proposed patio premise?

Yes No

If Yes to the above, has applicant received a liquor license from the Alcohol and Gaming Commission of Ontario (AGCO) to serve on the patio premise?

Yes No

Will food be prepared outside the main kitchen?

Yes No

If Yes to the above, has applicant received a temporary food permit from Algoma Public Health (APH).

Yes No

11. Signature

I, _____ (print name) hereby declare that the information provided in this application are, to the best of my knowledge, a true and complete representation of the purpose and intent of this application. I submit this application with the acknowledgement that the information contained in this application will be on file in the City of Sault Ste. Marie Legal Department, will be circulated to various departments and agencies for comments, and will be made available to the public upon request.

Signature

Date

Please do not write below. Office use only

Payment received : Yes No N/A

Agency authorization:

Planning: _____

Building: _____

Public Works: _____

Accessibility Committee: _____

Police Services: _____

Fire Services: _____

Algoma Public Health: _____

CHECKLIST

- 1. APPLICATION FEE.** Patio application fee is \$250. Proposals utilizing on-street parking for either a patio or pedestrian walkway are subject to an additional fee of \$220 per space.
- 2. PROOF OF LIABILITY INSURANCE.** A minimum of \$2,000,000 is required. Patios utilizing a parking space or patios serving alcohol require a minimum of \$5,000,000.
- 3. COLOUR PHOTOGRAPHS** of the business street frontage (showing adjacent businesses).
- 4. SITE PLAN**
 - Dimensions of the sidewalk patio area and measurements from the curb.
 - Identify any municipal fire connections, infrastructure, within or nearby the proposed sidewalk patio area such as parking meters, utility poles, bus stops, trees/landscaping, tree planters or other notable obstructions.
 - Setback measurements between any of these obstructions and the edge of the proposed sidewalk patio are required.
 - Table and seating plan layout and any patio entrances/exits.
- 5. BCIN CERTIFIED DRAWING.** If a temporary pedestrian walkway or a parklet patio is proposed in a parking space, a drawing by a BCIN certified designer is required.
- 6. NEIGHBOUR CONSULTATION.** If the patio requires the use of on-street parking spaces or extends beyond the side property lines, written consent from adjacent property owners is required.
- 7. INFORMATION ON MATERIALS USED.** Description/details and measurements regarding tables, chairs, umbrellas, fencing, partitions, signs, lighting and heating elements.
- 8. OTHER AGENCY REQUIREMENTS** (if applicable).
 - Approval from Algoma Public Health.
 - Liquor license from the Alcohol and Gaming Commission of Ontario.

For a quick evaluation and decision, all materials submitted must be clear, legible and precise. Rough sketches are not acceptable.

Only complete applications will be accepted.

**Questions?
Please Contact:**

**Steve Turco, RPP
Senior Planner**

**705-759-5279
s.turco@cityssm.on.ca**

**5th floor, City Hall
99 Foster Drive,
Sault Ste. Marie, On P6A 5X6**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-157

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and PUC Services Inc. for the Private Power Line Crossing- Crossing Private Property Acknowledgement.

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 PRIVATE POWER LINE CROSSING – CROSSING PRIVATE PROPERTY USER ACKNOWLEDGEMENT**

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 July 27, 2020, between the City and PUC Services Inc., a copy of which is attached as Schedule “B” hereto. This Agreement is for the Private Power Line Crossing – Crossing Private Property User Acknowledgement.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"



PRIVATE POWER LINE CROSSING - CROSSING PRIVATE PROPERTY USER ACKNOWLEDGMENT

Date: July 27, 2020

PUC SERVICES INC.
500 Second Line East
Sault Ste. Marie, ON P6A 6P2

This letter serves to acknowledge that I have entered into a pole-sharing arrangement

(the "Arrangement") with, The Sault College of Applied Arts and Technology (my "Neighbour") the owner of:

Lot #	Plan	Township of	
443	Northern Avenue	Sault Ste. Marie, ON	P6A 5L3
Civic #	Street Address	City	Postal Code

Whereby my Neighbour is allowing me to build a private powerline located his/her property for the purpose of supplying electrical power to my property. The Arrangement is between my neighbour and myself, and does not involve PUC Distribution Inc. (PUC) in any way whatsoever. I will not involve PUC in any disputes regarding the Arrangements including, but not limited to, the discontinuance of the Arrangement or financial obligations due thereunder. Should my property be sold in the future, the responsibility of informing the purchaser of the Arrangement rests with me and not PUC.

Name (please print): The Corporation of the City of Sault Ste. Marie

Pursuant to lease of

Parts 1-6 inclusive Plan IR 13646 City of Sault Ste. Marie

Lot #	Plan	Township of	
443	Northern Avenue	Sault Ste. Marie ON	P6A 5L3
Civic #	Street Address	City	Postal Code

Signature(s): _____

Christian Provenzano, Mayor

Rachel Tyczinski, City Clerk

PUC Received Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-158

MUNICIPAL ACCOMMODATION TAX: A by-law to amend the Municipal Accommodation Tax By-law 2018-218.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **BY-LAW AMENDED**

Municipal Accommodation Tax By-law 2018-218 is amended by waiving the penalty and interest provisions for remittance of the Municipal Accommodations Tax from August 31, 2020 and only until the end of the year 2020, or until such time that this by-law is amended.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI