

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

Monday, December 2, 2024

5:00 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel
<https://www.youtube.com/user/SaultSteMarieOntario>

	Pages
1. Land Acknowledgement	
I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.	
2. Adoption of Minutes	14 - 41
Mover Councillor A. Caputo Seconder Councillor S. Hollingsworth Resolved that the Minutes of the Regular Council Meeting of November 12, 2024, Special Council Meeting of November 18, 2024, Budget Meeting of November 18, 2024, and Special Meeting of November 26, 2024 be approved.	
3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
4. Declaration of Pecuniary Interest	
4.1 Mayor M. Shoemaker – Sale of Part 330 Industrial Park Crescent	
Proposed purchaser is a client of law firm.	
4.2 Mayor M. Shoemaker – By-law 2024-176 (Property Sale) Part of 330 Industrial Park Crescent First General SSM Rico Briglio	

Proposed purchaser is a client of law firm.

- 4.3 Councillor L. Vezeau-Allen – Property Sale – 149 Gore Street**
Board President and Founder of Grocer 4 Good (147 Gore Street)
- 4.4 Councillor L. Vezeau-Allen – By-law 2024-186 (Property Sale) 149 Gore Street – Carmen Muto Plumbing & Heating Inc.**
Board President and Founder of Grocer 4 Good (147 Gore Street)
- 4.5 Councillor L. Dufour – Amending Parking Lot Lease with Sault Ste. Marie Housing Corporation**
Employee of District of Sault Ste. Marie Social Services Administration Board
- 4.6 Councillor L. Dufour – By-law 2024-184 (Agreement Amendment) 525 Albert Street East Parking Lot**
Employee of District of Sault Ste. Marie Social Services Administration Board
- 4.7 *Councillor L. Dufour – Supra Box Key Agreement – Fire Services and EMS***
Employee of District of Sault Ste. Marie Social Services Administration Board
- 4.8 *Councillor L. Dufour – Land Ambulance Maintenance Agreement Renewal***
Employee of District of Sault Ste. Marie Social Services Administration Board
- 4.9 *Councillor L. Dufour – By-law 2024-182 (Agreement) Fire Services Supra Boxes***
Employee of District of Sault Ste. Marie Social Services Administration Board
- 4.10 *Councillor L. Dufour – By-law 2024-183 (Agreement) Land Ambulance Maintenance***
Employee of District of Sault Ste. Marie Social Services Administration Board
- 5. Approve Agenda as Presented**
Mover Councillor R. Zagordo
Seconder Councillor S. Hollingsworth
Resolved that the Agenda for December 2, 2024 City Council Meeting as presented be approved.
- 6. Presentations**
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**

Mover Councillor A. Caputo
Seconder Councillor S. Spina
Resolved that all the items listed under date December 2, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.13, 7.14 and 7.16 be approved as recommended.

7.1 2025 Borrowing By-law 42 - 43

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

The relevant By-law 2024-169 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.2 RFP Engineering Services – Gateway Property Environmental Site Assessment 44 - 45

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

The relevant By-law 2024-175 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.3 RFP for Comprehensive Review of Conventional Transit Operation 46 - 47

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

Mover Councillor R. Zagordo
Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning Comprehensive Review of the Conventional Transit Operation be received and that the proposal submitted by WSP Canada Inc. be awarded in the amount of \$156,663.56 plus HST.

7.4 RFP Engineering Services – Fourth Line Culvert Replacement 48 - 49

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

The relevant By-law 2024-187 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 RFP for Wood Waste Grinding 50 - 51

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

Mover Councillor A. Caputo
Seconder Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning RFP for Wood Waste Grinding be received and that the services be awarded to And-Son Contracting and Gravel Ent. Inc. at the rates quoted commencing January 1, 2025 for three years, with option to extend up to two additional years by mutual agreement.

7.6 Change Order for Supply and Install Fencing – Transit

52 - 53

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning Scope of Work Change Order submitted by GreenTerra for additional fees for supply and install of fencing, as required by the Transit Division be received and that the remaining change value of \$17,999 for a revised total of \$142,999 (plus HST) be approved.

7.7 Designated Heritage Property Tax Rebates 2024

54 - 56

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning Designated Heritage Property Tax Rebates 2024 be received and that the designated heritage property tax rebates for the 2023 tax year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

- 69 Church Street – Provincial Air Hangar
- 875 Queen Street East – Insect Pathology Lab
- 864 Queen Street – Algonquin Hotel
- 119 Woodward Avenue
- 10 Kensington Terrace – Unit #1
- 10 Kensington Terrace – Unit #2
- 10 Kensington Terrace – Unit #3
- 115 Upton Road – 1902 Family Residence
- 193 Pim Street Wellington Square Townhouses
- 36 Herrick Street
- 358-366 Queen Street East – Barnes-Fawcett Blocks
- 242-246 Queen Street East – Hussey Block

- 83 Huron Street – Machine Shop
- 1048 Queen Street – Eastbourne
- 54 Summit Avenue

7.8 Ontario Heritage Act Part IV Designation of 99 Huron Street – The Yard Locker 57 - 65

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning *Ontario Heritage Act* Part IV Designation of 99 Huron Street – The Yard Locker be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to designate 99 Huron Street, The Yard Locker, under Part IV of the *Ontario Heritage Act* be approved.

7.9 Community Development Fund – Green Initiatives Program Applications 2024 Q4 Intake 66 - 68

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Sustainability Coordinator dated December 2, 2024 concerning Community Development Fund – Green Initiatives Program Applications 2024 Q4 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the four projects as follows be approved:

- Algoma University Invasive Species Sign Project – \$2,476.23
- Sault Climate Hub White Pines Little Forest and Eastview Public School Outdoor Laboratory Project – \$11,233.97

7.10 Enbridge Municipal Climate Action Incentive 69 - 70

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

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Sustainability Coordinator dated December 2, 2024, concerning Enbridge Municipal Climate Action Offer Incentive Transfer to Community Development Fund (CDF) Green Initiatives Program be received and that future incentives from this fund continue to be transferred to this reserve.

- 7.11 Advisory Services Engineering Agreement** 71 - 72
- A report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.
- The relevant By-law 2024-181 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.12 Batchewana First Nation Rankin Reserve Fire Protection Agreement 2025-2029** 73 - 74
- A report of the Fire Chief is attached for the consideration of Council.
- The relevant By-law 2024-178 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.13 Supra Box Key Agreement – Fire Services and EMS** 75 - 76
- A report of the Fire Chief is attached for the consideration of Council.
- The relevant By-law 2024-182 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)
- 7.14 Land Ambulance Maintenance Agreement Renewal** 77 - 78
- A report of the Fire Chief is attached for the consideration of Council.
- The relevant By-law 2024-183 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)
- 7.15 Surplus Property – 72 Victoria Street** 79 - 81
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2024-177 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.16 Amending Parking Lot Lease with Sault Ste. Marie Housing Corporation** 82 - 83
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2024-184 is listed under Item 12 of the Agenda and will be read with all by-laws under that item.
- Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

7.17	<i>More Homes Built Faster Act</i>	84 - 85
	Correspondence from Minister of Municipal Affairs and Housing	
8.	Reports of City Departments, Boards and Committees	
8.1	Administration	
8.2	Corporate Services	
8.3	Community Development and Enterprise Services	
8.4	Public Works and Engineering Services	
8.5	Fire Services	
8.6	Legal	
8.6.1	Sale of Part 330 Industrial Park Crescent	86 - 88
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2024-176 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
	Mayor M. Shoemaker declared a conflict on this item. (Proposed purchaser is a client of law firm.)	
8.6.2	Property Sale – 149 Gore Street	89 - 91
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2024-186 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
	Councillor L. Vezeau-Allen declared a conflict on this item. (Board President and Founder of Grocer 4 Good (147 Gore Street))	
8.7	Planning	
8.7.1	A-12-24-OP Sackville Road Extension Official Plan Amendment	92 - 111
	A report of the Intermediate Planner is attached for the consideration of Council.	
	Mover Councillor A. Caputo	
	Seconder Councillor S. Hollingsworth	
	Resolved that the report of the Intermediate Planner dated December 2, 2024 concerning A-12-24-OP Amendment – Sackville Road Extension be received	

and that Council amend the Street Classification map (Schedule D) of the Official Plan in the following manner:

- Amendment 255: re-designate the existing Sackville Road (870 metres) from 'Urban Local' to 'Urban Collector', and
- Amendment 256: designate the proposed Sackville Road extension to 'Urban Collector'

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

8.8 Boards and Committees

8.8.1 Sault Ste. Marie Police Service – 2025 Budget

8.8.1.1 *Police Service Response to Council Queries*

112 - 116

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

9.1 School Safety Zone Review

Mover Councillor A. Caputo

Seconder Councillor R. Zagordo

Whereas according to www.saultstemarie.ca there are 42 designated school zones throughout the City, with speed limits set at 40 km/hr and are enforced 24/7; and

Whereas in recent years we have seen an increase in vehicles in school zones due to fewer students relying on the school bus for transportation; and

Whereas the statistics from the 2023 CAA School Zone Safety Survey show that 82% of parents report having seen unsafe driving behaviours in school zones, especially speeding, double parking and stopping at undesignated areas; and

Whereas municipalities are responsible for creating safe school zones and many options to creating a safe school zone, so in many cases school zones can be different in different locations; and

Whereas driver education can be difficult to manage and enforcement of these rules is not always possible; and

Whereas creating a standard for all School Safety Zones within Sault Ste Marie could eliminate driver confusion when entering these zones and create a safer environment for both motorists and pedestrians;

Now Therefore Be It Resolved that staff review all School Safety Zones in Sault Ste Marie to create a plan to standardize these zones;

Further it be resolved that a driver education campaign be brought forward to

highlight this plan once it is implemented to increase awareness for motorists and pedestrians of safety standards in these zones.

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

11. **Adoption of Report of the Committee of the Whole**

12. **Consideration and Passing of By-laws**

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that all By-laws under item 12 of the Agenda under date December 2, 2024 save and except By-laws 2024-176, 2024-182, 2024-183, 2024-184, and 2024-186 be approved.

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

12.1.1 **By-law 2024-168 (Municipal Vacant Home Tax)**

117 - 122

Council Report was passed by Council resolution on October 21, 2024.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-168 being a by-law to establish a vacant home tax in the City of Sault Ste. Marie be passed in open Council this 2nd day of December, 2024.

12.1.2 **By-law 2024-169 (Financing) Temporary Borrowing**

123 - 125

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-169 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025 be passed in open Council this 2nd day of December, 2024.

12.1.3 **By-law 2024-175 (Agreement) Gateway Property Environmental Site Assessment - Greenstone Engineering Ltd.**

126 - 221

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-175 being a by-law to authorize the execution of the Agreement between the City and Greenstone Engineering Ltd. for the

Environmental Site Assessment (ESA) at the Gateway parcels located at 29 Bay Street, Sault Ste. Marie as required by Community Development and Enterprise Services (CDES) be passed in open Council this 2nd day of December, 2024.

- 12.1.4 By-law 2024-177 (Property) Declare Surplus 72 Victoria Street** 222 - 223
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor A. Caputo
Seconder Councillor S. Hollingsworth
Resolved that By-Law 2024-177 being a by-law to declare the City owned property legally described as PIN 31613-0191 (LT) LT 165-166 PL 58 AWENGE; SAULT STE. MARIE being civic 72 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of December, 2024.
- 12.1.5 By-law 2024-178 (Agreement) Batchewana First Nation Rankin Reserve Fire Protection** 224 - 228
- A report from the Fire Chief is on the Agenda.
- Mover Councillor A. Caputo
Seconder Councillor S. Hollingsworth
Resolved that By-law 2024-178 being a by-law to authorize the execution of the Agreement between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D for a five (5) year renewal to provide fire protection services for the Batchewana First Nation Rankin Reserve be passed in open Council this 2nd day of December, 2024.
- 12.1.6 By-law 2024-181 (Engineering) SSM Wastewater Operations Advisory Services Fee Addendum (AECOM)** 229 - 231
- A report from the Manager of Development and Environmental Engineering is on the Agenda.
- Mover Councillor A. Caputo
Seconder Councillor S. Hollingsworth
Resolved that By-law 2024-181 being a by-law to authorize the execution of the AECOM fee addendum for SSM Wastewater Operations Advisory Services be passed in open Council this 2nd day of December, 2024.
- 12.1.7 By-law 2024-182 (Agreement) Fire Services Supra Boxes** 232 - 238
- A report from the Fire Chief is on the Agenda.
- Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)
Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2024-182 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key System be passed in open Council this 2nd day of December, 2024.

12.1.8 By-law 2024-183 (Agreement) Land Ambulance Maintenance 239 - 246

A report from the Fire Chief is on the Agenda.

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-183 being a by-law to authorize the execution of the Agreement between the City and District of Sault Ste. Marie Social Services Administration Board for Fire Services Support Services Division to provide maintenance services on Emergency Medical Services (EMS) vehicles be passed in open Council this 2nd day of December, 2024.

12.1.9 By-law 2024-187 (Engineering) Fourth Line Culvert Replacement 247 - 300

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-187 being a by-law to to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the design, approvals, contract administration and field inspection for the Fourth Line Culvert Replacement be passed in open Council this 2nd day of December, 2024.

12.1.10 By-law 2024-176 (Property Sale) Part of 330 Industrial Park Crescent First General SSM Rico Briglio 301 - 302

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

Mayor M. Shoemaker declared a conflict on this item. (Proposed purchaser is a client of law firm.)

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-Law 2024-176 being a by-law to declare the City owned property legally described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117

being a portion of 330 Industrial Park Crescent as surplus to the City's needs and to authorize the disposition of the said property to 1584836 Ontario Inc. operating as First General SSM (Rico Briglio) or as otherwise directed be passed in open Council this 2nd day of December, 2024.

12.1.11 By-law 2024-184 (Agreement Amendment) 525 Albert Street East Parking Lot 303 - 311

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

Councillor L. Dufour declared a conflict on this item. (Employee of District of Sault Ste. Marie Social Services Administration Board)

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-184 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Housing Corporation to add City owned property located at 525 Albert Street East to the original Lease be passed in open Council this 2nd day of December, 2024.

12.1.12 By-law 2024-186 (Property Sale) 149 Gore Street – Carmen Muto Plumbing & Heating Inc. 312 - 313

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

Councillor L. Vezeau-Allen declared a conflict on this item. (Board President and Founder of Grocer 4 Good (147 Gore Street))

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-186 being a by-law to authorize the sale of surplus property being civic 149 Gore Street, legally described in PIN 31576-0095 (LT) to Carmen Muto Plumbing & Heating Inc. be passed in open Council this 2nd day of December, 2024.

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

12.2.1 By-law 2024-160 (Local Improvement) East Street 314 - 317

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2024-160 being a by-law to authorize the construction of Class "A" pavement on East Street from Bay Street to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 2nd day of December, 2024.

12.3 By-laws before Council for THIRD reading which do not require more than a

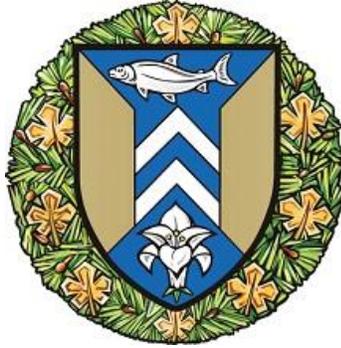
simple majority

13. **Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
14. **Closed Session**
15. **Adjournment**

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Tuesday, November 12, 2024

5:00 pm

Council Chambers and Video Conference

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

Officials: T. Vair, R. Tyczinski, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiell, S. Facey, J. King, D. Perri, N. Maione, J. Ingram, A. Kenopic

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of October 21, 2024 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Surplus Property – Part of 330 Industrial Park Crescent

Proposed purchaser is a client of law firm

4.2 Mayor M. Shoemaker – By-law 2024-162 (Property) Pt 330 Industrial Park Crescent declare surplus

Proposed purchaser is a client of law firm.

4.3 Councillor A. Caputo – Tourism Development Fund Applications October 2024

Member of organizing committee.

5. Approve Agenda as Presented

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the Agenda for November 12, 2024 City Council Meeting and Addendum #1 as presented be approved.

Carried

6. Presentations

6.1 Sault Ste. Marie Police Service Budget 2025

Chief Hugh Stevenson, Chair John Bruno and Angela Davey, Manager of Finance were in attendance.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2025 Police budget.

Carried

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the Committee of the Whole Council now rise without reporting on the matter referred to it by City Council – 2025 Police budget.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date November 12, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.5, 7.9 and 7.19 be approved as recommended.

Carried

7.1 Bill 212 – Reducing Gridlock, Saving You Time Act, 2024

Correspondence from Mayor Shoemaker to Premier Doug Ford

7.2 Homelessness and Addiction Recovery Treatment (HART) Hubs

Correspondence from Mayor Shoemaker to MPP Ross Romano

Correspondence from Mayor Shoemaker to Hon. Sylvia Jones, Minister of Health

7.3 Former Sault Area Hospital Site RFP Update

The report of the CAO was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the CAO dated November 12, 2024 concerning the RFP of the former Sault Area Hospital site be received as information.

Carried

7.4 Third Quarter Financial Report – September 30, 2024

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Finance dated November 12, 2024 concerning Third Quarter Financial Report – September 30, 2024 be received as information.

Carried

7.6 Property Tax Appeals – November 2024

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Taxation dated November 12, 2024, concerning Property Tax Appeals be received and that the records be amended pursuant to section 357 of the *Municipal Act*.

Carried

7.7 Automated Speed Enforcement – Update

The report of the Municipal Services and Design Engineer and the Director of Public Works was received by Council.

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that the report of the Municipal Services and Design Engineer and the Director of Public Works dated November 12, 2024 concerning Automated Speed Enforcement – Update be received as information.

Carried

7.8 Amendments to Tourism By-Law No. 1

The report of the Director of Tourism and Community Development was received by Council.
The relevant By-law 2024-161 is listed under item 12 of the Minutes.

7.10 Sault Ste. Marie Bid for Ontario Winter Games 2028

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that the report of the Director of Tourism and Community Development dated November 12, 2024 concerning Ontario Winter Games Bid 2028 be received and that Council endorse the bid to host the 2028 Ontario Winter Games and allocate funds through the Tourism and Community Development budget:

- \$37,500 in 2025
- \$37,500 in 2026
- \$37,500 in 2027
- \$37,500 in 2028

Carried

7.11 Noise By-Law Exemption Request New Year's Eve Event

The report of the Manager of Recreation and Culture was received by Council.
The relevant By-law 2024-157 is listed under item 12 of the Minutes.

7.12 Reallocation of Funds Approved for Mausoleum Master Plan

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Cemeteries dated November 12, 2024 concerning the Reallocation of Funds Approved for Mausoleum Master Plan be received and that the

reallocation of \$50,000 from the Mausoleum Master Plan into funding for the construction of columbarium structures be approved.

Carried

7.13 Green and Inclusive Community Building Funding

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Sustainability Coordinator and Accessibility Coordinator dated November 12, 2024 concerning Green and Inclusive Community Building Fund be received and that Council authorize staff to proceed with an application to the Green and Inclusive Community Building Fund to support the John Rhodes Community Centre Retrofit and Accessibility project (LED lighting, a barrier-free seating platform and future rooftop solar) in the amount of \$1,000,000;

Further that Council approves that 20% of the Barrier Free Seating Platform costs be taken from the barrier removal reserve should funding be successful.

Carried

7.14 Climate Adaptation Plan Funding

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Sustainability Coordinator dated November 12, 2024 concerning Climate Adaptation Plan Funding be received and staff be authorized to proceed with the preparation of an application to the Federation of Canadian Municipalities Green Municipal Fund Climate-Ready Plans and Processes program for funding to develop a Sault Ste. Marie Climate Adaptation Plan.

Carried

7.15 Herkimer Street Bridge Closure

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

The relevant By-law 2024-165 is listed under item 12 of the Minutes.

7.16 Wastewater Operations Agreement

The report of the Manager of Development and Environmental Engineering was received by Council.

The relevant By-law 2024-164 is listed under item 12 of the Minutes.

7.17 Surplus property – 103 Victoria Street

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

The relevant By-law 2024-167 is listed under item 12 of the Minutes.

7.18 Sale of Surplus Property – 97 Victoria Street

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

The relevant By-law 2024-166 is listed under item 12 of the Minutes.

7.20 Sault Area Hospital Enforcement Officer Update

The report of the Solicitor was received by Council.

The relevant By-law 2024-155 is listed under item 12 of the Minutes.

7.5 2025 User Fees

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

The relevant By-law 2024-159 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Moved by: Councillor A. Caputo

Seconded by: Councillor L. Dufour

Resolved that the Transit User Fees remain at the 2024 levels for the 2025 budget year and that the by-law be brought back to a subsequent meeting.

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

Councillor M. Scott		X		
Results	4	7	0	0
				Defeated

7.9 Tourism Development Fund Applications October 2024

Councillor A. Caputo declared a conflict on this item. (Member of organizing committee.)

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Tourism and Community Development dated November 12, 2024 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$37,000 as detailed below be approved:

- Gathering at the Rapids Pow Wow (\$20,000)
- Docs on Ice Hockey Tournament (\$15,000)
- Skate Ontario Provincial Series (\$2,000)

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo			X	
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0
				Carried

7.19 Surplus Property – Part of 330 Industrial Park Crescent

Mayor M. Shoemaker declared a conflict on this item. (Proposed purchaser is a client of law firm)

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

The relevant By-law 2024-162 is listed under item 12 of the Minutes.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

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

9.1 Chronic Homelessness, Mental Health, Safety and Addictions Crisis

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Whereas the chronic homelessness, mental health, safety and addictions crisis continues to escalate, with at least 1,400 homeless encampments now present in Ontario communities, putting unsustainable pressure on municipalities and public spaces, creating a humanitarian crisis; and

Whereas housing, homelessness and healthcare, including access to appropriate and timely supports, are the responsibility of the Provincial government and proper management of these issues is crucial to addressing the root causes of the humanitarian crisis that Ontario is facing; and

Whereas municipalities are being left to manage these issues without the necessary resources or legal authority to sufficiently respond, and as a result are caught balancing the important needs of unsheltered people living in encampments, with the responsibility to ensure our communities are safe and vibrant places for all residents; and

Whereas the causes of homelessness can be complex and individually unique to each unhoused person, with one of the primary causes being undiagnosed and untreated mental health and addiction issues, which are difficult to address without specialized support systems providing a continuum of care; and

Whereas some individuals experiencing untreated or undiagnosed acute and/or chronic mental health or addictions challenges may be at higher risk to themselves and pose safety concerns for other members of the community; and

Whereas every individual deserves the opportunity for treatment and recovery, including crucial systemic resources, prompt access, and appropriate intervention; and

Whereas Ontario Big City Mayors has launched “SolveTheCrisis.ca”, a campaign to raise awareness of the scale of the humanitarian crisis in our communities, seek partnerships with the Federal and Provincial governments to solve it, including: a single responsible Minister and ministry to coordinate action to solve the crisis; an action table with multi-sector stakeholders to create a comprehensive “Made in Ontario” solution that addresses these issues for all communities in the province; providing municipalities with the tools and resources to transition those in encampments to more appropriate supports; committing to fund the resources required, community by community, to fill existing gaps; invest in a sufficient number of 24/7 community hubs and crisis centres to relieve pressure on hospital emergency departments and first responders; and

Whereas Ontario Big City Mayors recommends the consideration of some specific tools and policy asks for municipalities and other sectors involved in this crisis as detailed below; and

Whereas an encounter with the criminal court system can be an effective pathway to treatment when the offender is offered a timely and effective treatment referral through a diversion court process; and

Whereas the Province’s plan to create 19 treatment hubs is a good step and has the potential to substantially improve access to treatment that can be referred through a diversion court process if these hubs are properly funded, accessible and expanded in scope and number based on community need; and

Whereas the ability of municipalities to ensure safe and vibrant communities is compromised by a double standard in our legal system that allows for the open consumption of illicit drugs but prohibits the unrestricted consumption of tobacco or alcohol, causing confusion and undermining public health efforts; and

Whereas the ability of municipalities to make decisions regarding public safety is compromised by court decisions that enable encampments in public spaces and restrict municipal capacity to manage public lands effectively, including ensuring the safety of the people in those encampments, and the community surrounding them; and

Whereas residents and business owners in neighbourhoods where homeless encampments exist and drug users congregate are unreasonably impacted by social disruption, rising crime, vandalism, and declining public confidence due to concerns for public safety; and

Whereas Provincial and Federal governments need to take responsibility for policy decisions that have led to this humanitarian crisis and must take on a greater leadership role in helping municipalities address the associated issues of social disruption and public safety; and

Whereas municipalities need clear, effective and enforceable legislative tools from Provincial and Federal governments regarding how to address encampments and social disruption, and must have the legal authority to act swiftly and decisively when public safety is at risk; and

Whereas establishing and reinforcing principles and parameters at a provincial level will allow municipalities to focus on what they do best – providing services to members of the public – without the impossible task of reconciling provincial and federal policy or various judicial decisions that are at odds with a group or individual rights; and

Whereas municipal governments must implement solutions that are efficient, effective, appropriate, feasible, practical, and in compliance with Ontario and Canadian law, while balancing individual rights with the safety and well-being of the broader community;

Now Therefore Be It Resolved that the City of Sault Ste. Marie endorse the request of Ontario Big City Mayors call to the federal and provincial governments, through the “Solve the Crisis” campaign:

- Appoint one Minister and ministry responsible for the humanitarian crisis Ontarians are facing and who has been provided appropriate authority and resources to find solutions;
- Create an action table of government representatives from all three levels, subject matter experts, and those impacted by this crisis including community partners, first responders and businesses to evaluate solutions to create a “Made in Ontario solution”; and
- That both levels of government provide the funding required for municipalities, big and small, to put in place the solutions they need to end this crisis.

And further that the City of Sault Ste. Marie request that the Provincial and Federal governments:

- Take on intervenor status in the case of court decisions that restrict the ability of municipalities to regulate and prohibit encampments; and
- Develop a fully funded and resourced range of compassionate care and treatment programs that strengthens the system of community-based and residential mental health and addictions treatments under the *Mental Health Act* and the *Health Care Consent Act*, ensuring that individuals in need are able to access care and treatment in a timely manner; and

- Urgently review, consult on, and update the *Mental Health Act* and the *Health Care Consent Act* to reflect the current realities of this crisis, including consultation with medical professionals, first responders and municipalities to determine whether to expand the scope of and strengthen the existing system of mandatory community-based and residential mental health and addictions care and treatment; and
- Implement diversion courts throughout the Province and expand the scope and reach of these courts by permitting referrals to the diversion court for Provincial and municipal offences, with a focus on rehabilitation rather than punitive measures; and
- Review, consult on, and update the *Trespass to Property Act* to address the public safety issues municipalities are facing within their communities. With such a review to include, but not be limited to, options to assist communities in addressing aggressive or repetitive trespass (“repetitive trespass”); and
- To establish for municipalities a prescribed Provincial priority of maintaining public order and public safety to allow, in line with the above, stronger local deterrents to offences related to social disruption and public safety risks; and

That the Provincial and Federal governments introduce legislation prohibiting open and public use of illicit drugs and public intoxication, whether that be by consumption of alcohol or illicit drugs, with clear enforcement provisions and public awareness campaigns to reduce the harmful impact on communities; and

That the Province creates a blueprint, along with associated funding programs from both federal and provincial governments, to address the significant need for the quick build of supportive housing units, which includes units that address the specific needs of those who have started treatment and need shelter and care as they continue their recovery journey.

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

Councillor C. Gardi X

Councillor M. Scott X

Results 11 0 0 0

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date November 12, 2024 save and except By-laws 2024-159 and 2024-162 be approved.

Carried

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

12.1.1 By-law 2024-155 (Appointment) Sault Area Hospital Enforcement Officers

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-Law 2024-155 being a by-law to amend By-Law 2022-58 being a by-law that sets out the enforcement responsibilities and the appointment of Sault Area Hospital Enforcement Officers be passed in open Council this 12th day of November, 2024.

Carried

12.1.2 By-law 2024-157 (Regulations) New Year's Eve Puck Drop 2024 Noise Exemption

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-law 2024-157 being a by-law to exempt the New Year's Eve Puck Drop at the Downtown Plaza on December 31, 2024 from 6:00 p.m. to 1:00 a.m. on January 01, 2025 from Noise Control By-law 80-200 be passed in open Council this 12th day of November, 2024.

Carried

12.1.3 By-law 2024-158 (Delegation to the CAO) Up Front Funding and GFL Events

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-law 2024-158 being a by-law to authorize the CAO, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie agreements related to up-front funding for Concerts and Events at the GFL Memorial Gardens and allocate the upset limit of up-to \$300,000 per Concert or Event be passed in open Council this 12th day of November, 2024.

Carried

12.1.5 By-law 2024-161 (Tourism) Amend Tourism SSM By-law No. 1

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2024-161 being a by-law to amend Tourism Sault Ste. Marie's By-law No. 1 (being a by-law relating generally to the transaction of the affairs and mandate of the Corporation) be passed in open Council this 12th day of November, 2024.

Carried

12.1.7 By-law 2024-163 (Street Assumptions) Various

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2024-163 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 12th day of November, 2024.

Carried

12.1.8 By-law 2024-164 (Engineering) PUC Wastewater Treatment Services

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2024-164 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. to operate and maintain the City's wastewater treatment facilities and large pump station infrastructure be passed in open Council this 12th day of November, 2024.

Carried

12.1.9 By-law 2024-165 (Temporary Street Closing) Herkimer Street

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that By-law 2024-165 being a by-law to permit the temporary closing of Herkimer Street between Victoria Street and Carpin Beach Road from November 12, 2024 to November

1, 2025 to repair the Herkimer Street Bridge be passed in open Council this 12th day of November, 2024.

Carried

12.1.10 By-law 2024-166 (Property Sale) Surplus and Sale 97 Victoria Street

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-Law 2024-166 being a by-law to declare the City owned property legally described as PIN 31613-0179(LT) LT 43 PL 58 AWENGE; SAULT STE. MARIE being civic 97 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to abutting property owner, Rocky O'Neil or as otherwise directed be passed in open Council this 12th day of November, 2024.

Carried

12.1.11 By-law 2024-167 (Property Sale) Surplus and Sale 103 Victoria Street

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

RESOLVED that By-Law 2024-167 being a by-law to declare the City owned property legally described as PIN 31613-0177(LT) LT 45-46 PL 58 AWENGE; SAULT STE. MARIE being civic 103 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property to abutting property owners, Rocky O'Neil and Gordon Dale Page and Cynthia Margaret Page or as otherwise directed be passed in open Council this 12th day of November, 2024.

Carried

12.1.4 By-law 2024-159 (Finance) User Fees

Resolved that By-law 2024-159 being a by-law to establish user fees and service charges be passed in open Council this 12th day of November, 2024.

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

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

12.1.6 By-law 2024-162 (Property) Pt 330 Industrial Park Crescent declare surplus

Mayor M. Shoemaker declared a conflict on this item. (Proposed purchaser is a client of law firm.)

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-Law 2024-162 being a by-law to declare the City owned property legally described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117 being a portion of 330 Industrial Park Crescent as surplus to the City's needs and to authorize the disposition of the said property to the abutting owner be passed in open Council this 12th day of November, 2024.

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

Councillor C. Gardi X

Councillor M. Scott X

Results 10 0 1 0
Carried

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

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

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

14. Closed Session

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that this Council move into closed session to discuss:

- the security of the property of the municipality; and
- four items concerning the proposed disposition of land; Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same without the need for a further authorizing resolution.

Municipal Act R.S.O. 2002 – section 239 2 (a) the security of the property of the municipality or local board; (c) a proposed or pending acquisition or disposition of land by the municipality or local board

15. Adjournment

Moved by: Councillor L. Vezeau-Allen

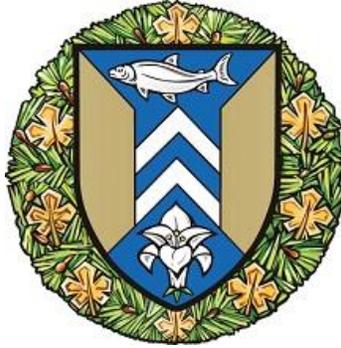
Seconded by: Councillor S. Spina

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, November 18, 2024
5:00 pm
Council Chambers
Civic Centre

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

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, S. Facey, N. Maione, R. Van Staveren

Others: L. Girardi

-
- 1. Land Acknowledgement**
 - 2. Approve Agenda as Presented**

Moved By Councillor L. Vezeau-Allen
Seconded By Councillor C. Gardi

That the Agenda for the November 18, 2024 Special City Council Meeting as presented be approved.

Carried

3. Declaration of Pecuniary Interest

4. Cellular Service

Moved By Councillor L. Vezeau-Allen

Seconded By Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated November 18, 2024 concerning the provision of Cellular Service as required by City of Sault Ste. Marie be received and the services be awarded to Bell Mobility Inc. for a term of six years at the quoted pricing (HST extra), with extension options by mutual agreement.

Carried

5. Former Sault Area Hospital Site RFP Recommendation

Moved By Councillor L. Dufour

Seconded By Councillor C. Gardi

Resolved that the report of the CAO dated November 18, 2024 concerning the Request for Proposal process for the former Sault Area Hospital site be received and that:

- a. The City owned property described as Areas A and B in this report to Council, specifically PIN 31539-0151(LT) being 941 Queen Street East, PIN 31539-0153(LT) being 941 Queen Street East Water Lot and PIN 31539-0148(LT) being 10 Lucy Terrace having been declared surplus to the City's needs, be authorized by Council for disposition in accordance with the City's policy for the disposition of lands to Green Infrastructure Partners Inc. for the amount of \$1 and on the basis of the terms and conditions as set out in this report:
- b. The City owned property described as Area C in this report to Council, specifically PIN 31539-0158(LT) being 995 Queen Street East and having been declared surplus to the City's needs and be authorized for disposition in accordance with the City's policy for the disposition of lands to Ruscio Masonry and Construction Limited for the sum of Two Million (\$2,000,000) Dollars and on the basis of the terms and conditions as set out in this report;
- c. The City be authorized to enter into and formalize a vendor take-back mortgage with Ruscio Masonry and Construction Limited for the purchase price of the lands comprising PIN 31539-0158(LT) being 995 Queen Street East, with such mortgage to be registered on closing and to further authorize the City Solicitor or her designate to execute the necessary documentation to effect the said vendor take-back mortgage on the basis of the terms and conditions as set out in this report;

Further that Council authorize the survey costs for the easements required by the City;

Further that Council authorize the City’s contribution of Two Hundred and Twenty One Thousand (\$221,000) Dollars from the Municipal Demolition Reserve Fund to be paid to Green Infrastructure Partners Inc. upon the commencement of demolition of the buildings located at 941 Queen Street East and 941 Queen Street East Water Lot;

Further that Council authorize the proceeds from the sale of 995 Queen Street East be placed back to the Contingency Reserve;

Further that Council authorize the exemption from the Noise By-law to Green Infrastructure Partners Inc., and their contractors/affiliate companies involved in the demolition of the former General Hospital building at 941 Queen Street East and 941 Queen Street East Water lot commencing when demolition work begins and ending when demolition is complete and no later than 10 weeks from the date of commencement of demolition.

The relevant By-laws 2024-171, 2024-172, 2024-173 and 2024-174 are listed under item 7 of the Agenda and will be read with all by-laws under that item.

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

6. Licence to Occupy 941 Queen Street East and 941 Queen Street East Water lot

The report of the City Solicitor was received by Council.

The relevant By-law 2024-170 is listed under item 7 the Minutes.

7. Consideration and Passing of By-laws

Moved By Councillor L. Dufour
Seconded By Councillor M. Scott

Resolved that all By-laws under item 7 of the Agenda under date November 18, 2024 be approved.

Carried

7.1 By-law 2024-170 (Agreement) Licence to Occupy 941 Queen St E (GIP)

Moved By Councillor L. Dufour
Seconded By Councillor M. Scott

Resolved that By-Law 2024-170 being a by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and Green Infrastructure Partners Inc. for the storage of heavy equipment on 941 Queen Street East and 941 Queen Street East Water Lot be passed in open Council this 18th day of November, 2024.

Carried

7.2 By-law 2024-171 (Property Sale) 941 Queen Street East, 941 Queen Street East Water Lot, 10 Lucy Terrace - Green Infrastructure Partners Inc. (GIP)

Moved By Councillor L. Dufour
Seconded By Councillor M. Scott

Resolved that By-law 2024-171 being a by-law to authorize the sale of surplus property being Civic 941 Queen Street East, legally described in PIN 31539-0151 (LT); Civic 941 Queen Street East Water Lot, legally described in PIN 31539-0153 (LT); and Civic 10 Lucy Terrace, legally described in PIN 31539-0148 (LT) to Green Infrastructure Partners Inc. ("GIP") be passed in open Council this 18th day of November, 2024.

Carried

7.3 By-law 2024-172 (Property Sale) 995 Queen Street East - Ruscio Masonry and Construction Limited (Ruscio Construction)

Moved By Councillor L. Dufour
Seconded By Councillor M. Scott

Resolved that By-law 2024-172 being a by-law to authorize the sale of surplus property being Civic 995 Queen Street East, legally described in PIN 31539-0158 (LT) to Ruscio Masonry and Construction Limited ("Ruscio Construction") be passed in open Council this 18th day of November, 2024.

Carried

7.4 By-law 2024-173 Vendor Take-Back Mortgage

Moved By Councillor L. Dufour
Seconded By Councillor M. Scott

Resolved that By-law 2024-173, being a by-law to authorize by-law to authorize the provision of a vendor take-back mortgage from the City to Ruscio Masonry and Construction Limited as it relates to the purchase price for the sale of 995 Queen Street East. be passed in open Council this 18th day of November 2024.

Carried

7.5 By-law 2024-174 (Regulations) Noise Exemption 941 Queen St E demolition

Moved By Councillor L. Dufour
Seconded By Councillor M. Scott

Resolved that By-Law 2024-174 being a by-law to exempt Green Infrastructure Partners Inc. and their contractors/affiliate companies involved in the demolition of the former General Hospital building located at 941 Queen Street East and 941 Queen Street East Water Lot commencing when demolition work begins and ending when demolition is complete and no later than ten (10) weeks from the date of commencement of demolition from Noise Control By-law 80-200 be passed in open Council this 18th day of November, 2024.

Carried

8. Closed Session

Moved By Councillor L. Vezeau-Allen
Seconded By Councillor C. Gardi

Resolved that this Council move into closed session to discuss one item concerning personal matters about an identifiable individual;

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

Municipal Act R.S.O. 2002 – section 239 2 (b) personal matters about an identifiable individual, including municipal or local board employees

Carried

9. Adjournment

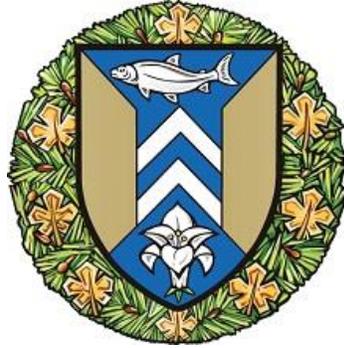
Moved By Councillor L. Vezeau-Allen
Seconded By Councillor C. Gardi

That this Council shall now adjourn.

Carried

Mayor

City Clerk



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

Monday, November 18, 2024
6:00 pm
Council Chambers
Civic Centre

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

Officials: T. Vair, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiell, N. Ottolino, S. Facey, J. King, D. Perri, N. Maione, V. McLeod, G. Nicholson, K. Pulkkinen

1. Land Acknowledgement

2. Approve Agenda as Presented

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the Agenda for November 18, 2024 Budget Meeting as presented be approved.

Carried.

3. Declaration of Pecuniary Interest

4. Mayoral Direction 2025 Budget

Mayoral Direction 2024-10 was signed by the Mayor on September 9, 2024.

5. 2025 Budget Input Opportunities

Tessa Vecchio, Corporate Communications Officer

6. Levy Boards

6.1 Algoma Public Health

Algoma Public Health Board will consider its 2025 budget on November 27, 2024

Public health units are governed by the *Health Protection and Promotion Act*. Section 72(1)(a) states the obligating municipality must pay for the expenses incurred by the health unit in its performance of its functions and duties set out by the Act. Section 72(8) states that obligating municipalities will pay the amounts set out in the notice from the health unit at the times specified.

6.2 Sault Ste. Marie Region Conservation Authority

The 2025 draft proposed budget and levy and 2025 proposed fee schedule policy appeared on the October 21, 2024 Council Agenda.

Conservation Authorities are governed by the *Conservation Authorities Act*. Section 27 sets out the apportionment of costs based upon the benefit derived by each participating municipality. Any participating municipality that receives a notice of apportionment under section 27 may, within 30 days of receiving the notice, apply to the Ontario Land Tribunal, or to such other body as may be prescribed by regulation, for a review of the apportionment of the operating expenses. The Sault Ste. Marie Region Conservation Authority Budget was received by City Council on October 2, 2024.

6.3 Sault Ste. Marie District Social Services Administration Board

The Sault Ste. Marie District Social Services Administration Board (SSMDSSAB) is governed by the *District Social Services Administration Board Act*. Section 6 states the "municipality shall pay the amounts required to be provided by it for its share of the costs of social services to the board for its district, on demand." The *Act* allows for penalties to be imposed for non-payment.

7. Local Boards

7.1 Police Services Board

Police Chief Hugh Stevenson, John Bruno, Chair, and Angela Davey, Manager of Finance made a presentation at the November 12, 2024 Council meeting.

The Police Service is governed by the *Police Services Act*. Section 39(5) of the *Act* states that the board can appeal to the Ontario Civilian Police Commission who will determine if the proposed estimates provide for adequate and effective police services that meet the needs of the community for the fiscal year in question. The budget submitted by the Police Service is based upon meeting their requirements under the *Act*.

7.2 Public Library Board

Matthew MacDonald, CEO and Kaitrin Aaltonen, Business Administrator were in attendance.

A public library board is governed by the *Public Libraries Act*. The *Act* requires the library board to submit to Council annually an estimate required by the board for the fiscal year. Under the *Act*, Council can approve or amend and approve the estimates.

8. Outside Agency Grants

8.1 Art Gallery of Algoma

Mark Lepore, Board President and Jasmina Jovanovic, Director were in attendance.

8.2 Canadian Bushplane Heritage Centre

Jamie Hilsinger, Executive Director was in attendance.

8.3 Sault Ste. Marie Innovation Centre

Peter Bruijns, Executive Director was in attendance.

8.4 Sault Ste. Marie Museum

William Hollingshead, Executive Director and Curator and Mike Delfre, Chair were in attendance.

9. 2025 Proposed Budget

The 2025 Proposed Budget was received by Council.

Shelley Schell, Chief Financial Officer/Treasurer and Steve Facey, Manager of Finance were in attendance.

10. 2025 Service Level Changes

Staff provided an overview of supplemental budget requests.

11. Departmental Budgets

2025 Departmental Budgets were received by Council.

12. Adjournment

Moved by: Councillor L. Dufour

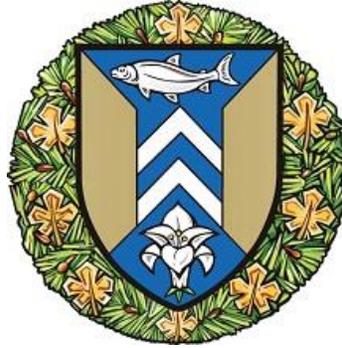
Seconded by: Councillor M. Scott

Resolved that this Council shall now adjourn.

Carried

Mayor

City Clerk



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

Minutes

Tuesday, November 26, 2024

4:00 pm

Video Conference

Meetings may be viewed live on the City's Youtube channel

<https://www.youtube.com/user/SaultSteMarieOntario>

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

Officials: T. Vair, R. Tyczinski, K. Fields, M. Zuppa

1. Land Acknowledgement

2. Approve Agenda as Presented

Moved By Councillor L. Vezeau-Allen

Seconded By Councillor C. Gardi

That the Agenda for the November 26, 2024 Special City Council Meeting as presented be approved.

Carried

3. Declaration of Pecuniary Interest

4. Old Sault Area Hospital Site

4.2 By-law 2024-185 (Agreement) Green Infrastructure Partners Inc. - 941 Queen Street East, 941 Queen Street East Water Lot

November 26, 2024 Special Council Minutes

Moved By Councillor L. Vezeau-Allen
 Seconded By Councillor C. Gardi

Resolved that By-law 2024-185 being a by-law to authorize the execution of the Agreement between the City and Green Infrastructure Partners Inc. be passed in open Council this 26th day of November, 2024.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
				Carried

5. Adjournment

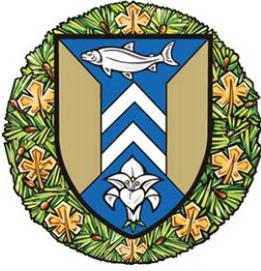
Moved By Councillor L. Vezeau-Allen
 Seconded By Councillor C. Gardi

That this Council shall now adjourn.

Carried

 Mayor

 City Clerk



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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer and
Treasurer
DEPARTMENT: Corporate Services
RE: 2025 Borrowing By-law

Purpose

The purpose of this report is to seek Council approval of the annual borrowing by-law for temporary requirements.

Background

Under section 407(1) of the *Municipal Act, 2001*, a municipality may authorize temporary borrowing until the taxes are collected and other revenues are received.

Analysis

Short-term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

The limit is an approved credit line with the City's Banker that is reviewed annually. Historically, the credit line has not been accessed, and there is no outstanding balance.

Financial Implications

There are no financial implications unless sums are borrowed.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

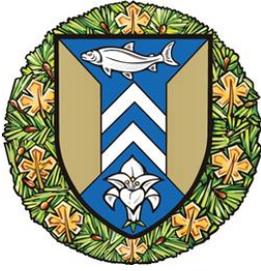
It is therefore recommended that Council take the following action:

The relevant By-law 2024-169 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

2025 Borrowing By-law
December 2, 2024
Page 2.

Respectfully submitted,

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Professional Engineering Services-Gateway Property
Environmental Site Assessment

Purpose

The purpose of this report is to obtain Council approval to award professional engineering services for an Environmental Site Assessment (ESA) at the Gateway parcels located at 29 Bay Street, Sault Ste. Marie as required by Community Development and Enterprise Services.

Background

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on October 22, 2024.

Analysis

Proposals from five proponents were received prior to closing deadline:

- KGS Group, Thunder Bay, ON
- ECOH Management Inc., Mississauga, ON
- Paterson Group, Ottawa, ON
- Greenstone Engineering Ltd., Sault Ste. Marie, ON
- Pinchin Ltd., Sault Ste. Marie, ON

The proposals received have been reviewed and evaluated by a committee comprised of staff from Economic Development and Planning within Community Development and Enterprise Services.

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is Greenstone Engineering Ltd.

Financial Implications

Greenstone Engineering Ltd. submitted pricing of \$160,629 including non-rebateable HST. This costing includes the environmental site assessment services, risk assessment, and record of site condition, as well as the contingency

Professional Engineering Services-Gateway Property Environmental Site
Assessment, CDES
December 2, 2024
Page 2.

costs related to potential review rounds and subsequent revisions of the risk assessment through the Ministry of the Environment, Conservation and Parks.

On September 9, 2024 a report from the Director of Economic Development confirmed that the Federation for Canadian Municipalities Brownfield Funding Application was approved for this project and that funding allocated from the Community Development Fund–Economic Development was previously approved by Council.

This request can be accommodated with these funding allocations.

Strategic Plan / Policy Impact / Climate Impact

An environmental site assessment of this property is included within the Community Development focus area of the Corporate Strategic Plan supporting economic development and investment.

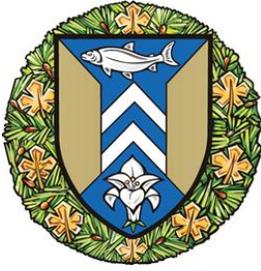
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-175 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Karen Marlow
Manager of Procurement
705.759-5298
k.marlow@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP for Comprehensive Review of Conventional Transit
Operation

Purpose

The purpose of this report is to obtain Council approval to award professional services for the provision of a comprehensive review of the conventional transit operation, as required by the Transit Division.

Background

The proposal was publicly advertised through the bidding system and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4 p.m. on October 31, 2024.

Analysis

Proposals from eight proponents were received prior to the closing date

- Arcadis Professional Services (Canada) Inc., Toronto, ON
- CIMA Canada Inc., Mississauga, ON
- ConceptDash Inc., Toronto, ON
- HDR Corporation, Richmond Hill, ON
- Steer Davies Gleave, Vancouver, BC
- Via Transportation, Inc., New York, NY, USA
- Watt Consulting Group, Calgary, AB
- WSP Canada Inc., Thornhill, ON

The proposals received have been evaluated by a committee comprised of staff from the Transit and Planning Divisions of Community Development and Enterprise Services. It is the consensus of the evaluation committee that the proponent scoring highest in the evaluation process is WSP Canada Inc.

Financial Implications

WSP Canada Inc. submitted pricing of \$159,421 including non-rebateable HST for this project.

On August 12, 2024, Council approved reallocating \$200,000 from approved Capital Project – Transit Electrical Upgrades and Charging Unit. ICIP has approved a transit operational review study within the relocation of the downtown terminal project with City's share being 26.67% of costs.

This request can be accommodated with these funding allocations.

Strategic Plan / Policy Impact / Climate Impact

The review of conventional transit operation supports the Corporate Strategic Plan in the following focus areas:

- Service Delivery – it continues to assist in delivering excellent customer service to citizens; and
- Infrastructure – will assist in maintaining existing infrastructure, and providing improvement to transportation network.

Climate Impact:

Travelling by public transportation uses less energy and produces less emissions by encouraging group transportation, which is a key mitigation strategy to reducing the impacts of climate change.

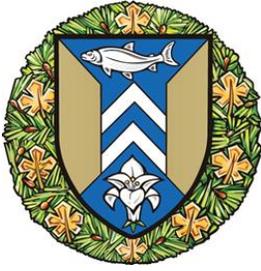
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning Comprehensive Review of the Conventional Transit Operation be received and that the proposal submitted by WSP Canada Inc. be awarded in the amount of \$156,663.56 plus HST.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759-5298
k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Engineering Service – Fourth Line Culvert
Replacement

Purpose

The purpose of this report is to obtain Council approval for the provision of engineering services for the design, approvals, contract administration, and field inspection for the Fourth Line Culvert Replacement, as required by Public Works and Engineering Services.

Background

The proposal was publicly advertised and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 15, 2024.

Analysis

Proposals from five proponents were received prior to the closing date

- Pinpoint Engineering Ltd., Bolton, ON
- JML Engineering, Thunder Bay, ON
- North Rock Engineering Inc., Thunder Bay, ON
- Tulloch Engineering Inc., Sault Ste. Marie, ON
- Concept Dash Inc., Toronto, ON

The proposals received have been evaluated by a committee comprised of staff from Public Works and Engineering.

It is the concensus of the evaluation committee that the proponent scoring highest in the evaluation process is Tulloch Engineering Inc.

Financial Implications

Tulloch Engineering Inc. proposed fees in the amount of \$158,949 including the non-rebateable portion of HST for these services.

Funding will be allocated from within the 2024 Capital Transportation Program.

Strategic Plan / Policy Impact / Climate Impact

This project is included in the Infrastructure focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-187 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

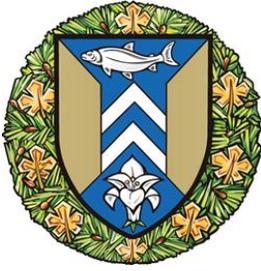
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP for Wood Waste Grinding

Purpose

The purpose of this report is to obtain Council approval to award the wood waste grinding services for a term of three years commencing January 1, 2025 with the option to extend for up to two additional years by mutual agreement, as required by the Waste Management Division of Public Works.

Background

The proposal was publicly advertised and notification provided to all firms on the bidders list. Proposals were required to be submitted for consideration no later than 3 p.m. on October 28, 2024.

Analysis

Proposals from three proponents were received prior to closing deadline:

- And- Son Contracting and Gravel Ent. Inc., Goulais River, ON
- Avery Construction Limited, Sault Ste. Marie, ON
- Northern Bulk Logistics, Sudbury, ON

The proposals received have been evaluated by a committee comprised of staff from Waste Management Division of Public Works.

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is And-Son Contracting and Gravel Ent. Inc. (And-Son).

Financial Implications

The cost to provide this program varies based on the volume of waste wood deposited at the landfill. And-Son has provided firm pricing schedules over the five-year term.

The new rates will result in a budgetary increase request within the Sanitary Sewer Surcharge operating account starting in 2025 and beyond.

Strategic Plan / Policy Impact / Climate Impact

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

RFP for Wood Waste Grinding

December 2, 2024

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning RFP for Wood Waste Grinding be received and that the services be awarded to And-Son Contracting and Gravel Ent. Inc. at the rates quoted commencing January 1, 2025 for 3-years, with option to extend up to two additional years by mutual agreement.

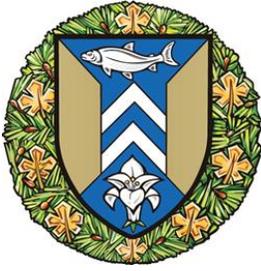
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Change Order for Supply and Install Fencing - Transit

Purpose

The purpose of this report is to obtain Council approval for Scope of Work Change Order for Supply and Install of Fencing adjacent to property lines for Transit and Algoma Steel property, as required by the Transit Division.

Background

The tender was publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on August 22, 2024 within the e-bidding system.

The low tendered bid, meeting specifications, was awarded to GreenTerra Landscaping at \$82,999 (plus HST), and approved by staff given financial level falls within CAO approval level.

Analysis

With construction well underway, GreenTerra has encountered concerns relating to stability and viscosity of the fence structure. Contributing factors identified include sub-par ground makeup along the property, and exposure to wind gusts against the posts and fence panels (12 feet), causing low ability to provide sufficient structural support for the fence. These ground conditions would not be known to bidders, and additional structural supports were not indicated in any bid submissions.

To mitigate these concerns and improve structural support, GreenTerra has proposed material changes be applied in the construction implementing the use of pre-fabricated mild steel bracing and structural tube. This option comes with warranty based on its intended design which is to prevent the fence from falling or being pushed due to wind. *(Warranty 15-20 year life cycle based on current conditions).*

This scope change proposal is recommended by staff from Transit and CDES.

Deferral of approval to move forward ultimately puts Contractor in position of work stoppage, causing additional expenses of workers and equipment, and further delays the construction project. A request for CAO approval to financial value of \$125,000 has been approved to continue work in interim pending full value approval requested within.

Financial Implications

GreenTerra submitted a price of an additional \$60,000 (plus HST) for the scope change, for a total expenditure of \$145,516 including non-rebateable HST for this project.

This request can be accommodated within 2024 Capital funding of \$150,000 allocated for Transit Facility Upgrades. This is approved under the Investing in Canada Infrastructure Program (ICIP) with City's share being 26.67% of costs.

Strategic Plan / Policy Impact / Climate Impact

This project is included in the Infrastructure focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated December 2, 2024 concerning Scope of Work Change Order submitted by GreenTerra for additional fees for Supply and Install of Fencing, as required by the Transit Division be received and that the remaining change value of \$17,999 for a revised total of \$142,999 (plus HST), be approved.

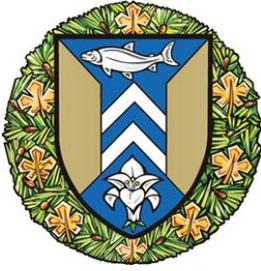
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

k.marlow@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Designated Heritage Property Tax Rebates 2024

Purpose

The purpose of this report is to seek Council approval of tax rebates for the 2023 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

Background

The Ontario Government, under the *Municipal Act*, allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in the community. By-law 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with restoration and maintenance. The Sault Ste. Marie Heritage Property Tax Rebate Program recognizes these costs. It is seen as an investment in the community by preserving the City's unique cultural heritage and supporting owners of heritage properties. There are 41 heritage sites in the city of Sault Ste. Marie designated under Part IV of the *Ontario Heritage Act*, and 6 registered sites of cultural heritage value are listed under Section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner, which is then registered on the property title.

Analysis

Owners enrolled in the Heritage Property Tax Rebate Program must complete an application for the rebate and indicate what work they plan to do to maintain their heritage property. Property inspections are conducted annually by members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector to ensure that adequate ongoing maintenance is occurring and that owners are following maintenance plans. Recommendations for owners to receive the tax rebate are made based on current and previous inspections and the owners' maintenance plans identified in the application.

Applications for the 2023 tax rebates have been received from 14 owners for 15 designated heritage properties in the City. The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 14, 2024, meeting:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommends to City Council that the Designated Heritage Property Tax Rebates for the 2023 tax year be paid to the qualified owners of designated heritage properties enrolled in the program:

1. 69 Church Street – Provincial Air Hangar
2. 875 Queen Street East – Insect Pathology Lab
3. 864 Queen Street – Algonquin Hotel
4. 119 Woodward Avenue
5. 10 Kensington Terrace – Unit #1
6. 10 Kensington Terrace – Unit #2
7. 10 Kensington Terrace – Unit #3
8. 115 Upton Road – 1902 Family Residence
9. 193 Pim Street Wellington Square Townhouses
10. 36 Herrick Street
11. 358-366 Queen Street East – Barnes-Fawcett Blocks
12. 242-246 Queen Street East – Hussey Block
13. 83 Huron Street – Machine Shop
14. 1048 Queen Street – Eastbourne
15. 54 Summit Avenue

and further that an inspection report and letter be sent to the property owners outlining the recommendations.

Financial Implications

The rebate varies annually depending on the number of applicants. The total rebate for the 2023 tax year is \$96,546.79 of which the municipal portion is \$76,958.37, and the education portion is \$19,588.42. This is pending Council approval and final calculations by the Finance Department.

Strategic Plan / Policy Impact / Climate Impact

Quality of Life focus area: Arts and Culture—Support and grow the creative economy, celebrate arts and culture and promote and conserve heritage assets.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning Designated Heritage Property Tax Rebates 2024 be received and that the designated heritage property tax rebates for the 2023 tax

Designated Heritage Property Tax Rebates 2024

December 2, 2024

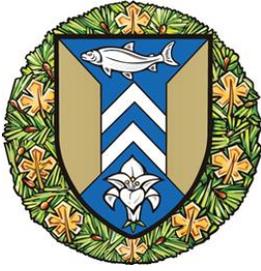
Page 3.

year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

- 69 Church Street – Provincial Air Hangar
- 875 Queen Street East – Insect Pathology Lab
- 864 Queen Street – Algonquin Hotel
- 119 Woodward Avenue
- 10 Kensington Terrace – Unit #1
- 10 Kensington Terrace – Unit #2
- 10 Kensington Terrace – Unit #3
- 115 Upton Road – 1902 Family Residence
- 193 Pim Street Wellington Square Townhouses
- 36 Herrick Street
- 358-366 Queen Street East – Barnes-Fawcett Blocks
- 242-246 Queen Street East – Hussey Block
- 83 Huron Street – Machine Shop
- 1048 Queen Street – Eastbourne
- 54 Summit Avenue

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



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

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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Ontario Heritage Act Part IV Designation of 99 Huron Street
– The Yard Locker

Purpose

The purpose of this report is to seek Council approval to designate 99 Huron Street (The Yard Locker) under the *Ontario Heritage Act* due to its significant heritage value to the City of Sault Ste. Marie.

Background

The Sault Ste. Marie Municipal Heritage Committee advises City Council on the cultural heritage value or interest of properties within the Municipality and recommends the designation of significant properties under Part IV of the *Ontario Heritage Act*. This affords the property, particularly the designated heritage features, special protection under the Act.

The Municipal Heritage Committee received a designation application for the Yard Locker located at 99 Huron Street.

The Municipal Heritage Committee passed the following resolution at their meeting on June 1, 2022:

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the draft designation report for the Yard Locker located off Huron Street (Property Identification Numbers 31577-0079, 31577-0085, 31577-0083) and that the report be finalized and recommended for designation under Part IV of the *Ontario Heritage Act*; and further that a report be sent to City Council to request approval to proceed with the designation.”

The report was included in the September 19, 2022, Council Agenda Package, at which time the owners asked to have the report removed. On September 12, 2024, the owner contacted staff to advise that they would like to proceed with the designation.

Analysis

The attached designation report provides a detailed overview of the history of the Yard Locker and description of the cultural heritage value and key heritage attributes.

Statement of Cultural Value or Interest

1. The Yard Locker is constructed of local red sandstone excavated from the adjacent power canal and lock. The use of local sandstone in the construction of buildings has been noted as a historically significant attribute in other historic buildings in Sault Ste. Marie.
2. The Yard Locker is one of the few remaining buildings that formed a portion of the turn-of-the-century industrial empire developed by Francis H. Clergue. Francis H. Clergue's business empire was responsible for most of Sault Ste. Marie's early industrial development.
3. Francis Hector Clergue is designated as a National Historic Person by the Historic Site and Monuments Board of Canada for his contribution to the industrial of Sault Ste. Marie.

The Yard Locker's architecture remains unique, as it was made in a Romanesque Revival style popular during the late 19th century. The Romanesque Revival style was common for buildings that Clergue had his architects make, such as the Machine Shop; however, other industrial buildings of the time were typically designed more utilitarianly and had less architectural flair than the Yard Locker. The exterior of the Yard Locker has also remained mostly unaltered through the years despite the modernization and destruction of other buildings on the same site.

Financial Implications

There is no immediate budget impact. The property owner would be eligible to apply for a Designated Heritage Property Grant and enroll in the Heritage Property Tax Rebate program in the future.

Strategic Plan / Policy Impact

Focus Area: Quality of Life – Arts and Culture: Support and grow the creative economy, celebrate arts and culture, and promote and conserve heritage assets.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated December 2, 2024 concerning *Ontario Heritage Act* Part IV Designation of 99 Huron Street – The Yard Locker be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to designate 99 Huron Street, The Yard Locker, under Part IV of the *Ontario Heritage Act* be approved.

Ontario Heritage Act Part IV Designation of 99 Huron Street – The Yard Locker

December 2, 2024

Page 3.

Respectfully submitted,

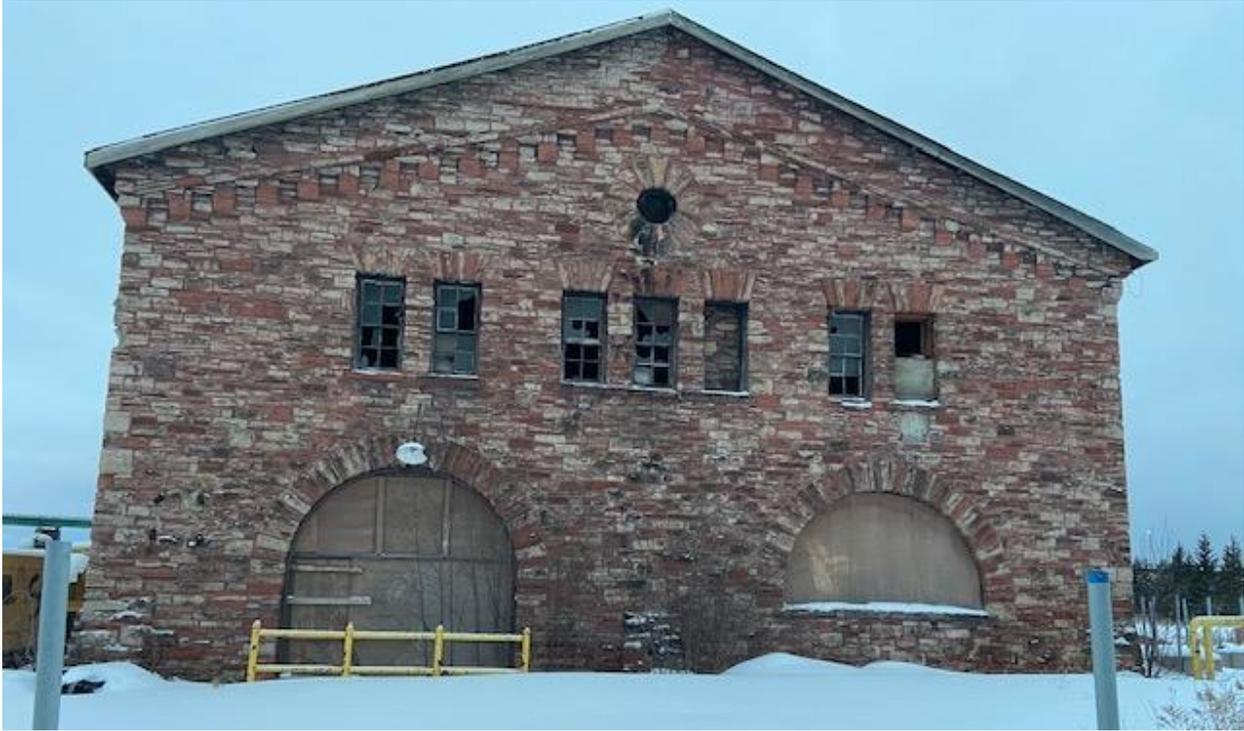
Virginia McLeod

Manager of Recreation and Culture

705.759-5311

v.mcleod@cityssm.on.ca

Yard Locker Designation Report



Location: 99 Huron Street (Roll number: 040-031-107-08)

Description of Property:

The Yard Locker located off of Huron Street (City of Sault Ste. Marie roll number 040-031-107-08) on the former site of a Hudson Bay Trading Post. Constructed sometime between the years 1896-1902 the Yard Locker is built from local red sandstone, excavated from the adjacent power canal and lock.

The external plan size is 15.5 m (51') by 16.5 m (54') measured at the base.

The Yard Locker is located near other properties with historic designations such as the Machine Shop and the former Abitibi Head Office.

Statement of Cultural Value/Interest:

1. The Yard Locker is constructed of local red sandstone excavated from the adjacent power canal and lock. The use of local sandstone in the construction of building has been noted as a historically significant attribute in other historic buildings in Sault Ste. Marie.
2. The Yard Locker is one of the few remaining buildings that formed a portion of the turn of the century industrial empire developed by Francis H. Clergue. Francis H. Clergue's business empire was responsible for most of Sault Ste. Marie's early industrial development.
3. Francis Hector Clergue is designated as a National Historic Person by the Historic Site and Monuments Board of Canada for his contribution to the industrial of Sault Ste. Marie.

Clergue's business empire would collapse in 1904 and ownership of the Yard Locker and surrounding buildings would transfer first to the Lake Superior Paper Company in 1911, then the Spanish River Pulp and Paper Company in 1915, then the Abitibi Power and Paper Company in 1928 and finally St Marys Paper in 1987 until 2011 when the Paper mill would be shut down. The pulp and paper industry was a vital part of Sault Ste. Marie's economy for over a century and the Yard Locker is one of the few surviving original buildings from Clergue's business empire.

The Yard Locker's architecture remains unique as it was made in a Romanesque Revival style which was popular during the late 19th century. The use of Romanesque Revival style was common for buildings that Clergue had his architects make such as the Machine Shop, however other industrial buildings of the time were typically designed in a more utilitarian style and had less architectural flair compared to the Yard Locker. The exterior of the Yard Locker has also remained mostly unaltered through the years despite the modernization and destruction of other buildings on the same site.

Description of Heritage Attributes:

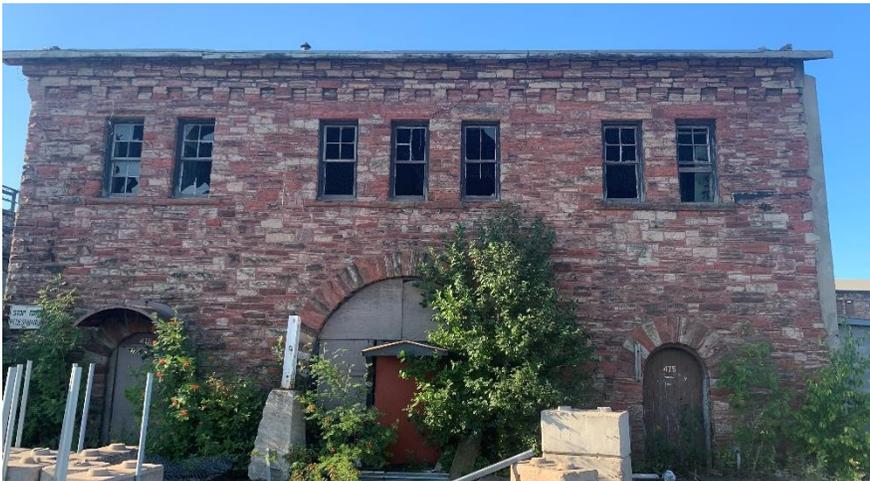
Key attributes that reflect the Yard Locker's importance to Sault Ste. Marie's history includes:

- The use of local sandstone which was excavated during the construction of the Soo Locks

- The exterior of the building appears largely unchanged despite being over a century old and the modernization of other nearby buildings throughout the years
- The building is located among other historically significant buildings and landmarks such as the Machine Shop and the Soo Locks
- The building's overall design matches the Romanesque Revival design of the nearby buildings which includes features such as heavy massing, symmetrical composition and rusticated stonework.
- There are three possible architects under Clergue's employ that may have designed the Yard Locker; E. Francis Head, Harry J. Powell and James Calloway Teague



East Elevation



North Elevation

Legal Description

Property Identification Number: 31577-0079 LT (DIVISION FROM 31577-0068)

PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PARTS 1 AND 2 1R13414; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 2 1R13414 AS IN LT57299; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181403; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181401; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAYS COMPANY LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART OF HUDSON BAYS COMPANY LAND SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST.MARY'S RIVER PARTS 13, 14, 19 & 38, ON PLAN 1R13279 EXCEPT PARTS 1 & 2 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PARTS 39 & 40, ON PLAN 1R13279 EXCEPT PART 4 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART ST. MARY'S ISLAND, BEING PT 20 1R5861 AS IN AL211635; CITY OF SAULT STE. MARIE

Property Identification Number: 31577-0085 LT (CONSOLIDATION FROM 31577-0081, 31577-0082)

PART LAND & LAND COVERED WITH WATER PART 3 1R13414; TOGETHER WITH AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER PART 35 1R13279 AS IN AL181433; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAY COMPANY'S LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON STREET & PART OF HUDSON BAY COMPANYS LANDS SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; CITY OF SAULT STE. MARIE

Property Identification Number: 31577-0083 (DIVISION FROM 31577-0076)

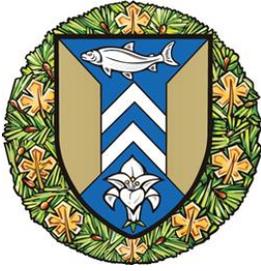
PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PART 4 1R13414; TOGETHER WITH AN EASEMENT OVER PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; CITY OF SAULT STE. MARIE



Document Path: G:\CitySSM_GIS\CSD\General\Virginia\YardLocker_Location_May_2016_V1_8x11.mxd

Source: Esri, Maxar, GeoEye, Earthstar
Geographics, CNES/Airbus DS, USDA, AeroCast, Aero

<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 saultstемarie.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 0 15 30 60 Meters GCS North American 1983</p> 
<p>Property Information</p> <p>Civic Address: 99 Huron Street Roll No.: 040031107080000 Map No.: 16 Map Ref: Yard Locker (Former St. Mary's Paper Site) Date Created: April 21, 2022</p>	<p>Legend</p> <p> Parcel Fabric</p>	



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

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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Community Development Fund – Green Initiatives Program
Applications 2024 Q4 Intake

Purpose

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

Background

The Green Initiatives Program purpose of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality/rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction.

The City's Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted in four quarterly intakes throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives Program in 2024 is \$61,194. (Note an extra \$10,000 was allocated to the fund this year due to a rebate supplied by Enbridge for the City's deep energy retrofit audit project, of which the fund supported.) Eligible applicants include not-for-profit organizations, unincorporated organizations/collectives, local school or school groups/committees and City departments.

Analysis

At the ESC meeting on Monday, November 18, 2024, two projects received the following recommendations:

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the following projects and amounts and recommends that Council approves the request.

1. Algoma University Invasive Species Sign Project – \$2,476.23
2. Sault Climate Hub White Pines Little Forest & Eastview PS Outdoor Laboratory Project – \$11,233.97

A summary of each of the recommended projects is provided below.

Algoma University Invasive Species Sign Project

Algoma University’s Biology Department is seeking funding to design, produce, and deploy four interpretive signs with information about four invasive species that grow in the forest adjacent to the University. The objective of the project is to inform the public about these invasive species, their presence, prevalence, and spread in our plant communities, the consequences of the spread, the best removal methods, and alternative species that members of the public can use in their place (these invasive species are often sold and grown as garden plants or ground-cover species without the purchaser knowing their propensity for spread and impact on local vegetation).

Sault Climate Hub White Pines Little Forest & Eastview PS Outdoor Laboratory Project

The Sault Climate Hub (SCH), a local non-incorporated grassroots organization, is seeking funding for a Little Forest (the second in Sault Ste. Marie¹) in partnership with the Algoma District School Board (ADSB) at White Pines. They are proposing a citizen, and school community-led urban afforestation on ADSB property by converting unused and underutilized lands owned by the ADSB, by “rewilding” them with native trees and plants. Little Forests Kingston has been undertaking this method successfully and several other cities in Ontario are interested in following their example².

In addition to preparing the soil for planting and asking for funds for the White Pines Little Forest, the hub is also asking for funds to start a “Little Forests – Outdoor Laboratory Arm” to complement the above ask. SCH members have scientific expertise to guide teachers in the installation of science equipment, collecting data, and testing student-led hypotheses. Teachers bring their knowledge of curriculum connections and age-appropriate projects. Through this collaboration, the SCH can expand their Little Forests into ‘living outdoor laboratories for the school sites.

Financial Implications

The 2024 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$18,231.13 available to support the four projects in this report totaling \$13,710.20. The remaining \$4,520.93 in the Green Fund will be allocated to tree planting on City land in 2025.

¹ <https://www.saultthisweek.com/news/local-news/little-forest-project-to-build-saults-greenery>

² <https://littleforests.org/>

Strategic Plan / Policy Impact / Climate Impact

The project recommendations support the sustainable growth value and quality of life and infrastructure focus areas of the Community Strategic Plan for 2024 – 2027 by encouraging sustainable options, enhancing green spaces, investing in recreation, and seeking opportunities to implement sustainable solutions.

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

- Encouraging the preservation of natural areas
- Environmental Stewardship

Recommendation

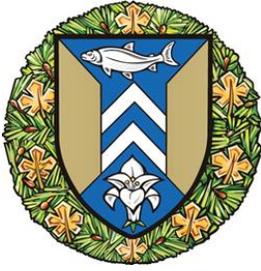
It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated December 2, 2024 concerning Community Development Fund – Green Initiatives Program Applications 2024 Q4 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the four projects as follows be approved:

- Algoma University Invasive Species Sign Project – \$2,476.23
- Sault Climate Hub White Pines Little Forest and Eastview Public School Outdoor Laboratory Project – \$11,233.97

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Enbridge Municipal Climate Action Offer Incentive Transfer
to Community Development Fund (CDF) Green Initiatives
Program

Purpose

The purpose of this report is to seek Council approval to allocate the 2024 Enbridge Municipal Climate Action Offer (MCAO) Incentive to the Community Development Fund (CDF) Green Initiatives Program, and request that any future incentives be transferred to this reserve.

Background

The Enbridge MCAO is intended to support municipal action on climate change, specifically, actions to reduce natural gas consumption within the municipality. Municipalities are eligible for one payout per year and must submit proof of expenses related to emission reduction to receive payment. Applications will only be accepted for municipal action on climate change deemed eligible for the incentive by Enbridge Gas. Enbridge Gas will issue a check totaling 50 percent of the costs submitted to a maximum of \$10,000. In 2024, the City submitted expense proof from the Deep Energy Retrofit Audit project. This project is ongoing and seeks to complete comprehensive audits on the six (6) facilities to identify projects that will integrate energy and GHG reductions into their longer-term plans for managing community buildings and achieving net-zero emissions by 2050. The project is expected to be complete by the end of 2024.

The City's Green Initiatives Program of the Community Development Fund (CDF) purpose is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality/rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction. The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environmental plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program

guidelines and are accepted in four (4) quarterly intakes throughout the year. The total annual funds available for all projects under the CDF – Green Initiatives Program in 2024 is \$50,000.

Analysis

The \$10,000 incentive from Enbridge aligns with the City's Green Initiatives Fund, which allocates funding to community-based environmental sustainability projects. This top-up to the existing annual \$50,000 will allow the City to support more local environmental initiatives.

Financial Implications

The incentive of \$10,000 from Enbridge allows for an additional 20% of projects to be prioritized on an annual basis. Staff are seeking direction to divert these funds to the reserve in order to continue to be utilized for green initiatives for 2024 and future years.

Strategic Plan / Policy Impact / Climate Impact

The City's Green Initiatives Fund supports the sustainable growth value and quality of life and infrastructure focus areas of the Community Strategic Plan for 2024 – 2027 by encouraging sustainable options, enhancing green spaces, investing in recreation, and seeking opportunities to implement sustainable solutions.

In addition, the funding supports actions in the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030, as it supports the development of local sustainability projects that foster climate resilience within Sault Ste. Marie.

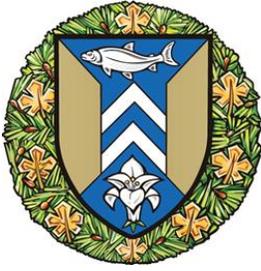
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated December 2, 2024, concerning Enbridge Municipal Climate Action Offer Incentive Transfer to Community Development Fund (CDF) Green Initiatives Program be received and that future incentives from this fund continue to be transferred to this reserve.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Manager of Development and
Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Advisory Services Engineering Agreement

Purpose

The purpose of this report is to request approval for an amendment to the Advisory Services Engineering Agreement through a Fee Addendum.

Background

On March 21, 2022 Council approved the Advisory Services Engineering Agreement between the City and AECOM for a five-year term with an annual upset limit of \$75,000, excluding HST. This is in accordance with the Purchasing By-law section 22 (3) (a) (h), which allows single sourcing to ensure compatibility with existing services and when it is in the City's best interests. Since 2011, AECOM has provided advisory services to the City under agreements approved by Council. These services are critical for addressing issues related to wastewater conveyance, treatment, and control systems issues as they arise; however, due to inflationary pressures and increasing complexity of regulatory obligations, the \$75,000 limit is no longer sufficient to meet current needs.

Analysis

Specialized engineering assistance continues to be important for the City's wastewater system, given the complexity of the infrastructure and evolving regulatory requirements. To address these needs, staff recommends increasing the annual upset limit from \$75,000 to \$100,000 for the remainder of the calendar year and for the subsequent two years of the five-year agreement.

It is noted that staff already approved a previous fee addendum, which increased the 2024 limit to \$90,000 by way of delegated authority. The proposed amendment would represent an additional \$10,000 for 2024.

Financial Implications

The proposed increase will be funded from the City's sanitary operational budgets. Given AECOM's extensive prior work and familiarity with the City's wastewater systems, staff recommends the continuation of single sourcing for these services.

Strategic Plan / Policy Impact / Climate Impact

This report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure. It also supports long-term sustainability goals by ensuring effective wastewater management.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-181 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

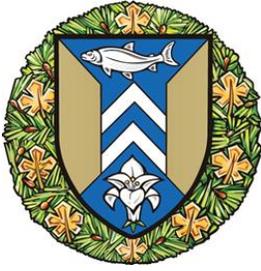
Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

c.taddo@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Batchewana First Nation Rankin Reserve Fire Protection Agreement 2025-2029

Purpose

The purpose of this report is to seek Council approval for a five year renewal to provide fire protection services for the Batchewana First Nation Rankin Reserve.

Background

The City of Sault Ste. Marie and Fire Services have a long-standing relationship with Batchewana First Nation that dates back to 1976. An agreement to provide fire protection expires on December 31, 2024.

Analysis

Sault Ste. Marie Fire Services provides emergency response to the Rankin Reserve. This includes responding to fires, medical emergencies, auto accidents resulting in extrication, carbon monoxide, and commercial fire alarms. The renewed agreement has no changes; however, annual calculations are included in the invoicing to determine the costs associated with the delivery of fire protection. The agreement is found elsewhere on the agenda.

Financial Implications

The 2025 Fire Protection agreement will generate \$149,400 in revenue for the City of Sault Ste. Marie.

Strategic Plan / Policy Impact / Climate Impact

Service Delivery – Sault Ste. Marie Fire Services will continue to provide efficient and effective service to the community and community stakeholders, resulting in excellent customer service.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-178 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Batchewana First Nation Rankin Reserve Fire Protection Agreement 2025-2029

December 2, 2024

Page 2.

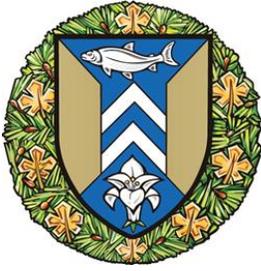
Respectfully submitted,

Peter Johnson

Fire Chief

705.949.3333

p.johnson@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Supra Box Key Agreement Renewal

Purpose

The purpose of this report is to seek Council approval to renew the agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the City of Sault Ste. Marie (City) regarding the use and responsibilities of the Supra Box Key System. This agreement is specifically for Fire Services and Emergency Medical Services (EMS).

Background

The City of Sault Ste. Marie was the contract service provider of Land Ambulance (EMS) since 2002. Fire Services is in possession of a number of keys to Supra Boxes installed by property owners at various locations and residences within the City of Sault Ste. Marie. This facilitates prompt access to such buildings in the event of an emergency. Fire Services has equipped particular fire apparatus and land ambulance vehicles with a Supra Box key to utilize, if necessary, in its response to an emergency. Paramedic Services has requested permission to retain those keys assigned to land ambulance vehicles.

Analysis

It was determined that the Supra Box program should continue in the same manner it has historically been in place, that is to improve efficiencies in the deployment of fire and EMS services. The Supra Box Key System provides access to registered properties within the City of Sault Ste. Marie.

Financial Implications

There are no financial implications contained in this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

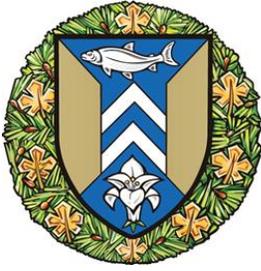
It is therefore recommended that Council take the following action:

The relevant By-law 2024-182 is listed under item 12 on the Agenda and will be read with all by-laws under that item.

Supra Box Key Agreement
December 2, 2024
Page 2.

Respectfully submitted,

Peter Johnson
Fire Chief
705.949.3333
p.johnson@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Land Ambulance Maintenance Agreement Renewal

Purpose

The purpose of this report is to seek Council approval to renew the land ambulance maintenance agreement between the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles.

Background

The Support Services Division has provided maintenance and repairs to the EMS fleet since 2002. EMS transitioned to the DSSMSSAB on January 1, 2020 and a formal Vehicle Maintenance Agreement was required between the City and DSSMSSAB. The Agreement is found elsewhere on the agenda. This updated agreement reflects the new shop rate as per the current collective agreement.

Analysis

The Support Services Division is responsible for maintaining and repairing land ambulances and fleet vehicles. The type of work performed includes: scheduled preventative maintenance to meet Original Equipment Manufacturer and Ministry of Health requirements, transportation of units, breakdown and running repairs, as well as annual safety inspections required by the Ministry of Transportation Ontario to ensure emergency service vehicles meet the required standards for frontline apparatus.

EMS land ambulances and fleet vehicles are located at the Regional Emergency Services Complex (RESC) on Old Garden River Road and Tancred Street (main fire hall). The Support Services Division workspace is also located at RESC. This provides ease of access and delivery of the EMS units to the mechanical staff. It also provides for an efficient and timely repair process when required for emergency vehicles.

Financial Implications

Fire Services recovers costs for performing maintenance on EMS paramedic vehicles. Cost recovery has been realized in the years 2021, 2022, and 2023 in

Land Ambulance Maintenance Agreement Renewal

December 2, 2024

Page 2.

the amounts of \$101,432, \$164,006, and \$194,391 respectively. In 2024, \$166,879 has been recovered as of October 31, 2024.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-183 is listed under item 12 on the Agenda and will be read with all by-laws under that item.

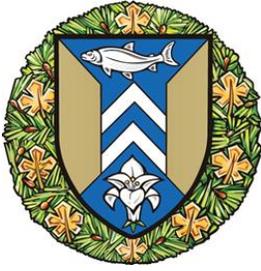
Respectfully submitted,

Peter Johnson

Fire Chief

705.949-3333

p.johnson@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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Surplus Property – 72 Victoria Street

Purpose

The purpose of this report is to obtain Council approval to declare that the property described as PIN 31613-0191 (LT) being LT 165-166 PL AWENGE; SAULT STE. MARIE being civic 72 Victoria Street as surplus and offer the property for sale by the City in accordance with the City's policy for the disposition of land.

Attachment

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

Background

The Legal Department received a request on August 19, 2024 from Larry Woolley and his daughter Jennifer Haynes (the "Applicants") to ascertain if 72 Victoria Street could be declared surplus for the initial intended use of storage. The request was circulated to various City Departments and the Sault Ste. Marie Conservation Authority ("SSMRCA") for comment. The following responses were received:

Public Works

Public Works supports the approach taken by Planning.

Planning

Planning noted that 'storage' is not a permitted, standalone use within the current R1 Zoning, the rationale being that such storage can become unsightly over time and is not beneficial to any residential neighbourhood, without a site-specific analysis in the form of a rezoning or minor variance application. Therefore, Planning could not support the sale of the lot for this particular use. Parking an RV on an R1 lot is also not a permitted use in an R1 Zone.

This was discussed with the Applicants. The Applicants confirmed their desire to still purchase the property and advised the two lots would be vacant. Planning has no issues if the property is sold to the Applicants on this basis.

Surplus Property – 72 Victoria Street
December 2, 2024
Page 2.

Engineering

No objections to sale.

Building

The Building Department has no objections to the sale of the above noted property but notes the following; The property is zoned R1 – Estate Residential. Any structures to be built on this lot must adhere to the building regulations as set out in Zoning By-Law 2005-150.

Sault Ste. Marie Region Conservation Authority

The subject property, 72 Victoria Street is located within an area under the jurisdiction of the SSMRCA regarding Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits under the *Conservation Authorities Act*, R.S.O. 1990, c. C.27. Any proposed development on this property will require a site plan review and SSMRCA permit application to be submitted.

Community Development and Enterprise Services

No issues.

Sault Ste. Marie Housing

No issues or comments.

Analysis

If Council declares the property surplus, the property will be advertised on the City's web page with the notation that it will be sold to the abutting property owner.

Financial Implications

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-177 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

Schedule "A"

95

MAIN STREET

88

84

85

HAMILTON

82

HESS STREET

81

91

79

77

76

75

Subject Property

73



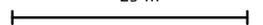
71

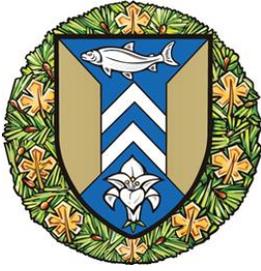
VICTORIA STREET

72

68

Map Title





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

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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Amending Parking Lot Lease with Sault Ste. Marie Housing
Corporation

Purpose

The purpose of this report is to seek Council approval of an Amending Parking Lot Lease (“Amending Lease”) between the City and Sault Ste. Marie Housing Corporation (“SSMHC”) to include 525 Albert Street East.

Background

In January 2020, the City sold 540 Albert Street to the Sault Ste. Marie Housing Corporation and at the same time entered into a Parking Lot Lease for City-owned property located at 139 Brock Street.

SSMHC advises they always understood 525 Albert Street East was included in the Parking Lease. SSMHC further advises that they have operated as though it was part of the arrangement, and have parked at that location, put signage at that location, and occupied the property.

SSMHC has requested that 525 Albert Street East be formally added to the Parking Lease under the same terms and conditions to effect what has been in practice since the Agreement was in place.

Analysis

The request was circulated to various City Departments. There were no concerns from any of the Departments.

Financial Implications

There is no significant financial impact associated with this matter.

Strategic Plan / Policy Impact / Climate Impact

There is no impact on the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Amending Parking Lot Lease with Sault Ste. Marie Housing Corporation

December 2, 2024

Page 2.

The relevant By-law 2024-184 is listed under Item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705-759-5403

m.borowiczsibenik@cityssm.on.ca

MBS/tm

Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2024\525 Albert Street Parking Lot Lease Amendment.docx

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000



Ontario

234-2024-5434

November 28, 2024

Dear Head of Council:

Through the *More Homes Built Faster Act, 2022*, changes were made to the *Planning Act* to accelerate implementation of the province's additional residential unit (ARU) framework. These changes allowed "as-of-right" (without the need to apply for a rezoning) the use of up to 3 units per lot in many existing residential areas (i.e., up to 3 units allowed in the primary building, or up to 2 units allowed in the primary building and 1 unit allowed in an ancillary building such as a garage).

To support implementation of ARUs, the *Cutting Red Tape to Build More Homes Act, 2024*, made further changes to the *Planning Act* to provide me, as the Minister of Municipal Affairs and Housing, with broader regulation-making authority to remove municipal zoning by-law barriers that may be limiting the development of ARUs.

Following consultation on the Environmental Registry of Ontario, our government has taken further action to tackle the housing supply crisis and reach our goal of building more homes by amending [Ontario Regulation 299/19 – Additional Residential Units](#) to remove certain municipal zoning by-law barriers. These changes took effect upon filing.

These changes will help to facilitate the creation of ARUs, such as basement suites and garden suites, by eliminating barriers including maximum lot coverage, angular planes, floor space index (FSI), minimum separation distances and minimum lot sizes on parcels of urban residential land subject to the ARU framework in the *Planning Act*. More information on these changes can be found through [Environmental Registry of Ontario posting 019-9210](#).

It is my expectation that municipalities will respect these regulatory changes and the intent behind them. I will not hesitate to use my available powers to ensure these changes to the *Planning Act* are allowed to support our goal of building more homes.

We will continue working with our municipal partners to achieve our goal of building the homes that Ontarians need.

Sincerely,

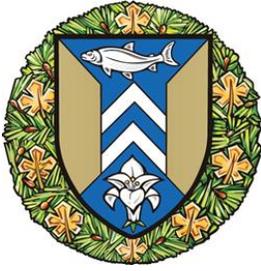
A handwritten signature in blue ink, appearing to read "Paul Calandra", with a stylized flourish at the end.

Hon. Paul Calandra
Minister of Municipal Affairs and Housing

c. Martha Greenberg, Deputy Minister

Jessica Lippert, Chief of Staff to Minister Calandra

Chief Administrative Officer
Office of The Clerk



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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Sale of Part 330 Industrial Park Crescent

Purpose

The purpose of this report is to advise Council of an offer received for the sale of a portion of 330 Industrial Park Crescent.

Attachment

Attached as Schedule "A" is a map of the subject property ("Property").

Background

On November 12, 2024, City Council passed By-law 2024-162 declaring the Property surplus to the City's needs and approving the disposition of same. Valuations were obtained with respect to the property and negotiations then ensued. First General SSM has offered \$45,000 for the property, which is consistent with the valuations obtained. Legal is recommending that Council authorize the sale accordingly.

Analysis

First General SSM shall be responsible for their own legal costs and the costs for a survey to denote the Property for sale. Also, First General SSM is aware that depending on the use of the Property, a rezoning application may be necessary as the Subject Property is zoned Parks and Recreation. First General SSM would be responsible for that application and the costs associated with same. If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications

The property is presently owned by the City and is exempt from property taxes. Upon the sale, the Property may become taxable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

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

Sale of Part 330 Industrial Park Crescent

December 2, 2024

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-176 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

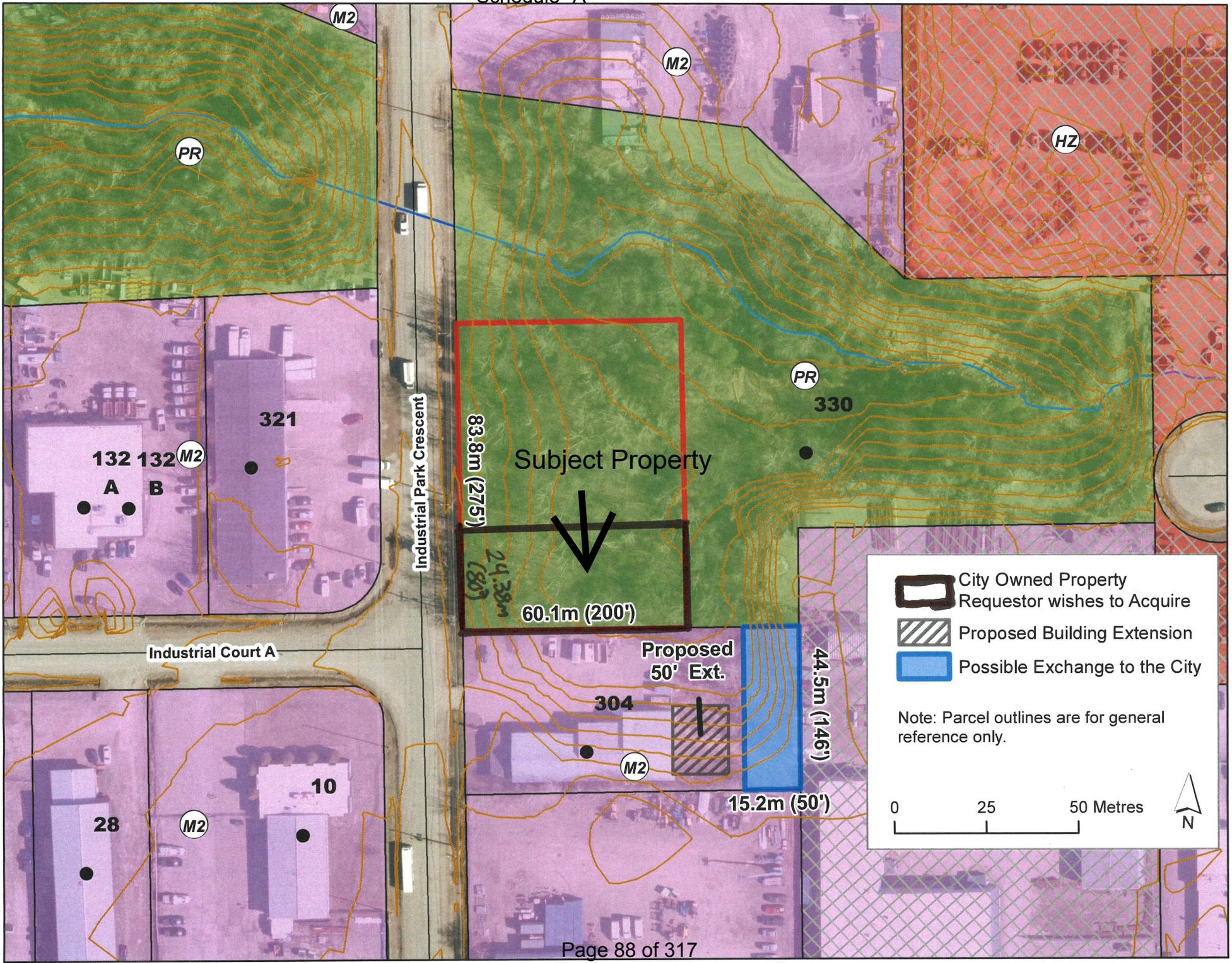
Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior

Litigation Counsel

705.759.5403

m.borowiczsibenik@cityssm.on.ca



Industrial Park Crescent

Industrial Court A

83.8m (275')

Subject Property

60.1m (200')

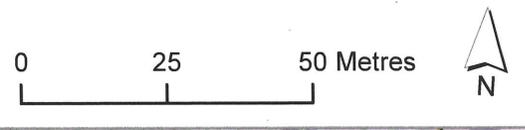
Proposed 50' Ext.

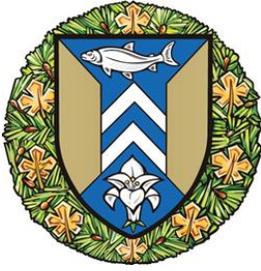
44.5m (146')

15.2m (50')

- City Owned Property
- Requestor wishes to Acquire
- Proposed Building Extension
- Possible Exchange to the City

Note: Parcel outlines are for general reference only.





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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Sale – 149 Gore Street

Purpose

The purpose of this report is to obtain Council direction on the sale price for the City Property described as PIN 31576-0095 (LT) PT LT 1-2 PL 4050 ST. MARY'S AS IN T362161; S/T & T/W INTEREST IN T362161 & T/W T362161; SAULT STE. MARIE, being civic 149 Gore Street.

Attachment

Attached as Schedule "B" is a map of the Property.

Background

On September 09, 2024, Council passed By-law 2024-118 which declared the property surplus to the City's needs and approved the disposition of same.

Valuations were obtained with respect to the property and negotiations then ensued. Mark A. Lepore, who acts for the abutting property owner Marc Muto and Carmen Muto Plumbing & Heating Inc., has advised his client has offered \$25,000 for the property, which is consistent with the valuations obtained. Legal is recommending that Council authorize the sale accordingly.

Mr. Lepore advised that his client is interested in the property to support the unit at 147 Gore Street currently occupied by Grocer 4 Good. His client intends to allow space to install garden beds to provide food security and support their Monday Meals and other programs with a patio and greenspace. Carmen Muto Plumbing & Heating Inc. owns the abutting land at 163 Gore Street.

The sale of the property was advertised on the City's web page advising that the City wished to sell to the abutting owner. No comments or objections were received.

Property Sale 149 Gore Street to Carmen Muto Plumbing & Heating Inc.

December 2, 2024

Page 2.

Analysis

The City does not require the property. If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications

As this property is presently City owned, the City does not receive any revenues from taxes. Upon sale of the property, it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-186 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

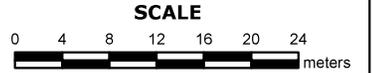
705.759.5403

m.borowiczsibenik@cityssm.on.ca

Schedule "A"



PRINTED ON 21 MAR, 2024 AT 18:01:03
FOR MARKLEPORE



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER 0449
- BLOCK NUMBER 08050
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

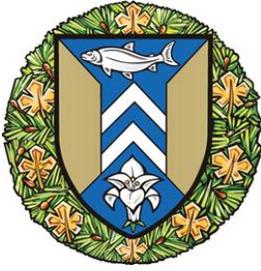
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



© Queen's Printer for Ontario, 2024



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

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

December 2, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, Intermediate Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-12-24-OP Sackville Road Extension Official Plan
Amendment

PURPOSE

The applicant, the City of Sault Ste. Marie, is seeking Council approval to amend the Official Plan to facilitate the extension of Sackville Road between Mary Avenue and Third Line East. Additionally, it is requested that the existing Sackville Road between Second Line and Mary Avenue be redesignated from 'Urban Local' to 'Urban Collector'.

PROPOSED CHANGE

Amend the Transportation Street Classification map (Schedule D) of the Official Plan in the following manner:

- Re-designate the existing Sackville Road between Second Line and Mary Avenue from 'Urban Local' to 'Urban Collector'; and
- Designate the proposed Sackville Road extension between Mary Avenue and Third Line East as 'Urban Collector'.

Subject Property:

- Location: A City-owned right-of-way between Second Line East and Third Line East;
- Approximate Size: 24 metres wide by 1,615 metres in length (3.87 hectares);
- Present Uses: municipal right-of-way, utility corridor; and
- Owner: The City of Sault Ste. Marie.

BACKGROUND

2012: In consultation with Kresin Engineering, the City's Engineering Division completed a Schedule C Municipal Class Environmental Assessment (EA) to assess traffic capacity concerns in the Great Northern Road corridor. Great Northern Road, particularly between Second Line and Third Line, was revealed to be approaching its traffic capacity and that if no intervention was made, congestion and delays would likely result.

The study identified five possible solutions that would address the traffic issues facing Great Northern Road. Extending Sackville Road to Third Line East was the preferred option. This option would:

- Utilize existing City-owned lands beneath a utility corridor and therefore less destruction of trees or wooded areas;
- Provide opportunity to optimize sanitary sewer infrastructure through the elimination of an aging high-maintenance pump station; and
- Provide opportunity for the expansion of active transportation infrastructure along the proposed extension, including an east/west link to Industrial Park Crescent.

As part of the EA process, an Environmental Study Report (ESR) was prepared. The intent of the ESR is to demonstrate how the proposed project considers potential environmental impacts and how it intends to mitigate them. This must satisfy the Ministry of the Environment, Conservation and Parks (MECP) as part of the approval process to construct the project.

March 2017: As part of a competitive proposal process, an engineering firm was selected for the design and contract administration services for the Sackville Road Extension; however, at the time of tendering, Council deferred the project. It would be deferred again in September 2020.

It was also at this time when Council deferred the Planning Department's (A-4-17-OP) report that recommended an Official Plan amendment to facilitate the Sackville Road extension. Section 24(1) of the *Planning Act* requires that no public work shall be undertaken that does not conform to the Official Plan.

April 8, 2024: The Engineering Service Division submitted an information-only report to Council to note that an addendum would be prepared for the initial 2012 Environmental Assessment (EA). The intent of the addendum was to review and update the original plans and ESR from 2012 to ensure that they still conformed to applicable standards. As part of this process, MECP reviewed the original plans and studies and provided comments. The addendum was necessary to ensure the validity of the initial EA, given the time that has elapsed since its preparation in 2012.

July 15, 2024: Council passed the 2025-2029 Five-Year Capital Transportation Program that included the Sackville Road extension. Upon obtaining Council and other necessary approvals, earthwork and culvert construction is scheduled for 2025, with paving and completion starting in 2026.

August 12, 2024: Council granted City staff approval to retain a consultant to provide engineering services for the design and contract administration.

November, 2024: The MECP confirmed that the City successfully completed the Environmental Assessment (EA) process and addressed all concerns raised by the Ministry or through the public consultation phase.

ANALYSIS

Conformity with Official Plan

Connectivity issues and increased traffic volumes in surrounding areas of the City have been cited as challenges for the transportation network. This application supports an extension of the network that will help to alleviate these concerns. Therefore, this amendment conforms to the following Official Plan policies:

Transportation Policy TR.1

The community's transportation system shall be designed to function in a manner that meets the short and long-term needs of the community, the region, and the Province.

Archeological Resources Policy

The Official Plan's Archeological Resources map (Schedule D) indicates that the Study Area has archaeological potential.

As part of the 2017 construction tender, archaeological assessments were completed. No archaeological resources were identified.

Fish Habitat:

The Environmental Study Report (ESR) provided an inventory of the study area's environmental features and identified a number of potential threats to fish habitat that are identified in the City's Environmental Constraints map (Schedule A) of the Official Plan. The Official Plan requires the protection of fish habitat from adverse impacts as a result of development.

Before the start of any construction, a comprehensive mitigation plan will be developed for the project area. The plan will focus on minimizing the limits of disturbance, implementing silt barrier systems to prevent soil migration, reducing impacts on natural vegetation while promoting its re-establishment, and using sediment traps where appropriate. These measures have satisfied the concerns of the Ministry of the Environment, Conservation and Parks regarding fish habitat.

Fill Areas

Fill areas are related to managing slopes and topography. Slope stability to control erosion, avoid landslides, mitigate flood risk, and provide a stable foundation for development are the critical purposes of fill area policies. The Official Plan requires that any development applications in areas of slopes over 15% be accompanied by technical reports, such as a geotechnical study, prepared by a qualified engineer.

As part of the previous design work in 2012, a geotechnical study was completed, which included drilling exploratory boreholes and sampling analysis of in-situ material. A series of construction recommendations were developed to ensure that the development of the road extension would not pose risk safety or environmental risks.

Due to being located within the jurisdiction of the Conservation Authority (CA), additional approvals from the CA will be required to ensure that natural hazard risks are appropriately mitigated.

Conformity with Provincial Planning Statement 2024 (PPS) (GPNO)

The proposed extension will improve traffic flow and connectivity in a safe manner, while responding to projected transportation needs and accommodating sustainable forms of transportation such as cycling. Therefore, this application conforms to the following PPS policies:

3.2 Transportation Systems

3.2.1 - Transportation systems should be provided which are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs, and support the use of zero- and low-emission vehicles.

3.3 Transportation and Infrastructure Corridors

3.3.1 - Planning authorities shall plan for and protect corridors and rights-of-way for infrastructure, including transportation, transit and electricity generation facilities and transmission systems to meet current and projected needs.

Therefore, this application conforms to the PPS.

Conformity with Growth Plan for Northern Ontario 2011

This application does not conflict with the GPNO.

COMMENTS

There are two amendments included in this application.

Amendment 1: Re-designate the existing Sackville Road to Urban Collector

The existing Sackville Road, between Mary Avenue and Second Line, is currently designated as an Urban Local Road in the Official Plan (OP). Urban local roads are intended to facilitate traffic within residential areas and carry low volumes of traffic. Urban Collector Roads on the other hand serve to connect local roads to higher-capacity arterial roads such as Second Line and Third Line.

It is more appropriate for Sackville Road to be designated as an Urban Collector. The road already functions in this capacity, collecting residential and business traffic from the local roads in the Fort Creek neighbourhood and channeling it to Second Line. Upon further approval for construction, it will also serve to channel traffic to Third Line.

Further, Sackville Road is already identified as an Urban Collector in the Transportation Master Plan (TMP). The discrepancy between the TMP and the OP is likely due to an oversight in updating the OP schedules.

This amendment is a policy change to provide a more accurate representation of the road's current function and to ensure the road hierarchy system in the OP is up-to-date. The amendment does not affect construction standards, design features, speed limits, or other characteristics of the road, as these are primarily determined by the surrounding context and traffic volumes.

The recommendation to redesignate this segment of Sackville Road is independent of the proposed extension.

Amendment 2: Designate the road extension corridor area as an Urban Collector Section 24(1) of the *Planning Act* requires that no public work be undertaken that does not conform to the Official Plan (OP). At present, the proposed road extension area is not shown on Transportation Schedule D of the OP, therefore, an amendment to the OP's Street Classification map (Schedule D) is required to designate the area appropriately.

Area Context

The proposed road extension area is located between the north extent of the existing Sackville Road and connects further north at Third Line East. To its east, the extension area abuts a vacant city-owned property zoned for industrial, rural area, and environmental management. This parcel serves as a utility corridor and as a buffer between the residential uses along Northridge Road and the industrial uses that front on Industrial Park Crescent. The buffer will be maintained and there will be no vehicular access to Industrial Park Crescent.

The western side of the proposed extension faces the backyards of 18 homes that front onto Northridge Road. Design work of the road has yet to be finalized; however, it is anticipated that the road, if approved, would be located to provide buffer space from the rear lot lines of the homes on the edge of the roadway.

The southwest corner of the planned intersection of Sackville Road and Third Line East contains a large privately owned vacant parcel. Extending Sackville Road would unlock this lot for development. The vacant parcel measures approximately 6.4 hectares. After accounting for municipal rights-of-way and challenging slopes, the site has the potential to accommodate between 158 and 238 dwelling units, equating to about 10 to 15 units per acre. This estimate is based on a low- to medium-density housing scenario.

While more dwelling units could be accommodated on these lands through higher density developments such as apartments, the lot is located beyond the

boundaries of a Strategic Development Area (SDA). The nearest SDA is located at Great Northern Road and Second Line, and is approximately located 1 km away from the subject area.

The parcel in question is zoned Rural Area and Environmental Management Zone and would therefore require the submission of *Planning Act* applications to permit residential and most other types of development.

Forecasted Traffic Volumes

At present, the existing Sackville Road north of Second Line accommodates between 4,000 to 5,000 vehicles per day. With the completion of the extension to Third Line, traffic volumes are expected to increase to approximately 8,000 vehicles per day. While this does represent a 60% increase in traffic, there are no anticipated impacts to traffic flow, road or intersection capacity.

Traffic calming measures, as per Council's May 2023 resolution, will be explored in the subsequent design phase to better control vehicular speeds and increase pedestrian safety. This could include some combination of narrowing the vehicular travel lanes, installing a pedestrian refuge, or incorporating a pedestrian crosswalk.

The detailed design phase is the next step in the project. It is where the initial concepts, feasibility studies, and preliminary designs are refined into precise and actionable plans. It ensures all technical, structural, and functional aspects of a project are thoroughly developed before construction or implementation begins.

The extended road will be a two-lane road with a traffic speed limit of 50km/hr, which is consistent with the rest of Sackville Road. A sidewalk and multi-use trail will be constructed along the sides of the new road. A curb and gutter system will channel run-off into a catch basin for water quality before being released into the Fort Creek water channel.

Design details will be finalized at a later step and presented to Council for approval in the forthcoming Engineering report. Pending approval, the tender and award of the first phase of the construction project is anticipated for Spring 2025.

Community Benefits

The construction of the Sackville Road extension presents a potential number of benefits for the community, including:

- According to the Engineering Services Division and in consultation with a traffic consultant, adding an additional north-south corridor will significantly alleviate congestion and delays at the Great Northern Road and Second Line intersection, which is anticipated to reach capacity without intervention.

- The sidewalk and multi-use trail will fill a gap in the active transportation network by providing an additional north-south route that is comparatively safer than using Great Northern Road. Further, a multi-use trail or sidewalk that extends eastward to connect to Industrial Park Crescent is being explored to provide direct pedestrian access to Great Northern Road for the Fort Creek neighbourhood residents; however, details and confirmation on facility types for this east-west link will not be known until the detailed design phase.
- Constructing a new road at this location would enable the City to bundle it with a new sanitary sewer line. When done during the same construction phase, the sewer line can be built at a more cost-effective rate. A new sanitary sewer line at this location would eliminate the need for the aging, high-maintenance sewage pumping station located nearby at the stub end of Industrial Court B. This sewer line would also be able to service the developable land potential previously discussed.
- While the extension is expected to increase traffic flow along Sackville Road, traffic calming measures will be explored at the detailed design phase for the purposes of controlling vehicular speed and providing for a safe pedestrian environment. Further, Sackville Road is not a designated truck route nor is there an intent to designate it as one. Therefore, the road design will feature narrower lanes that can help implement traffic calming measures. There will be no access to industrial lots that do not already have access.
- This project will open up a parcel of vacant land that, pending landowner interest and land use approvals, could be used for residential development within the Urban Settlement Area.
- The extension runs through an existing utility corridor, which has already been cleared of trees and other vegetation. Minimal environmental disturbances are anticipated.

CONSULTATION

Given that this application is related to a city-wide project, public notice exceeded the minimum legislated *Planning Act* requirements. Public notification included:

- City website, posted November 1, 2024;
- Physical mail-out of notices, deliver on November 5, 2024;
- Sootoday, posted online on November 15, 2024 for a two-week period; and
- SaultStar, posted November 16, 2024.

At the time of preparing this report, five members of the public contacted planning staff. Details of these discussions are summarized under the following topics:

The difference between an Urban Local Road and an Urban Collector Road

The streets hierarchy system categorizes roads based on their function within the transportation network. There are three main types of roads: local, collector, and arterial.

Local roads are designed to accommodate local traffic with low volumes. They tend to be narrower with fewer lanes. Collector roads serve as intermediaries between local and the higher-capacity arterial roads. They are wider than local roads and often have more lanes; however, in this case, Sackville Road, both existing and proposed, will remain a two-lane road with one lane per direction. Arterial roads are high-capacity roads designed to carry large volumes of traffic over greater distances.

Implications of re-designating the existing Sackville Road

The purpose of redesignating the road is to better reflect its existing function within the transportation network. This change will not alter the road or its surrounding area, as it already operates as an urban collector, serving to collect local traffic from nearby residential and industrial areas and directing it to an arterial road.

Design features and speed limit of the proposed Sackville Road extension

The speed limit would match that of the rest of the road, which is 50 km/h. Traffic calming measures will be explored within the right-of-way to better manage speed. Traffic calming refers to strategies and physical design elements intended to reduce or control traffic speed.

Durability of the existing Sackville Road to handle increased traffic

The existing Sackville Road is structurally capable of accommodating the projected increase in traffic volume. Any required improvements will be reflected in the roads budget.

Access between Sackville Road and Industrial Park Crescent

Vehicular access to Industrial Park Crescent, Industrial Court A and B, and the industrial lots east of the proposed road extension will be restricted. This measure is intended to prevent truck traffic from the industrial park from using Sackville Road.

Closing Mary Avenue from Sackville Road

A Fort Creek resident expressed concerns about current traffic volumes and increases as a result of the Sackville Road extension. The resident enquired about the process to close access between Mary Avenue and Sackville Road.

The 2012 Environmental Assessment (EA), revisited in 2024, evaluated the road network's capacity to handle forecasted traffic volumes. The analysis found no

significant issues that would prompt the need to close off Mary Avenue from Sackville.

While an incremental increase in traffic is expected along Mary Avenue and other interior local roads within the Fort Creek neighborhood, this increase is likely to consist primarily of local traffic rather than through-traffic. No significant impacts are anticipated.

Application Circulation

This application was circulated to various City departments and outside agencies. No objections were received.

FINANCIAL IMPLICATIONS

Costs related to the design, construction, and maintenance of the proposed road are not addressed in this report. These aspects are expected to be covered in an upcoming construction approval request report from the Engineering Services Division in early 2025. Therefore, approving this application will not lead to any additional financial implications for the municipality.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is supported by the following strategic policies:

- **Infrastructure:** this project will alleviate current and forecasted traffic congestion and reduce vehicle commute times and therefore improve the transportation network. A multi-use trail and sidewalk will expand the Active transportation network.

Construction projects and new vehicular infrastructure is associated with some level of carbon emission. With this being said, this project could potentially reduce travel distances for some vehicles and establish alternative modes of transportation that are associated with minimal carbon emissions.

SUMMARY

This report contains two Official Plan amendment recommendations to facilitate the extension of Sackville Road, and to update the street network schedule by redesignating the existing Sackville Road between Second Line and Mary Avenue to 'Urban Collector'.

The Sackville Road extension was the preferred alternative of a comprehensive study that evaluated a number of options to alleviate current and anticipated traffic issues along the Great Northern Road corridor. It was the preferred alternative due to the number of community benefits that could potentially be secured through its construction.

In early 2025, the Engineering Services Division will submit a report to Council requesting construction approval.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Intermediate Planner dated December 2, 2024 concerning A-12-24-OP Amendment – Sackville Road Extension be received and that Council amend the Street Classification map (Schedule D) of the Official Plan in the following manner:

- Amendment 255: re-designate the existing Sackville Road (870 metres) from ‘Urban Local’ to ‘Urban Collector’, and
- Amendment 256: designate the proposed Sackville Road extension to ‘Urban Collector’

And that the Legal Department be requested to prepare the necessary by-law.

Respectfully submitted,

Jonathan Kircal
Intermediate Planner
705.759.6227
j.kircal@cityssm.on.ca

Draft Road Alignment



**AMENDMENT NO. 255
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule D (Street Classification) of the Official Plan.

LOCATION

The Sackville Road right-of-way that is located between Second Line East and Mary Avenue, with a length of approximately 855 metres.

BASIS

This amendment is necessary to reclassify the existing Sackville Road to its planned function in the road hierarchy.

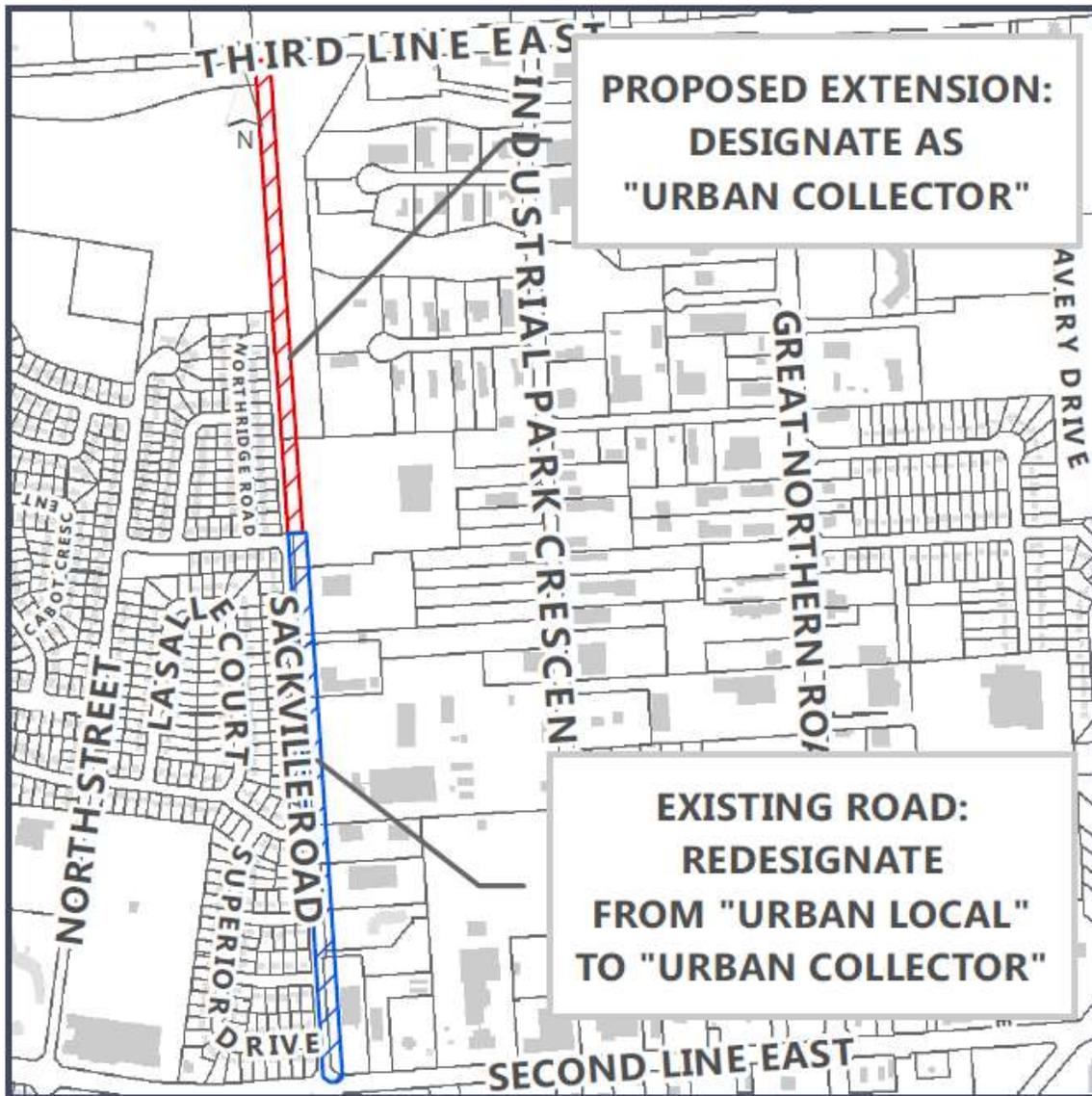
Council now considers it desirable to amend the Official Plan to designate this road segment to 'Urban Collector' on Schedule D (Transportation) of the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule D of the Sault Ste. Marie Official Plan is hereby amended by designating the Sackville Road right-of-way between Second Line East and Mary Avenue to Urban Collector.

INTERPRETATION

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



**AMENDMENT NO. 256
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule D (Street Classification) of the Official Plan.

LOCATION

A vacant City-owned right-of-way of approximately 750 metres in length between Mary Avenue and Third Line East.

BASIS

This amendment is necessary in order to permit the extension of Sackville Road between Mary Avenue to Third Line East as recommended by the 2012 Great Northern Road Environmental Assessment Report and the 2015 Transportation Master Plan.

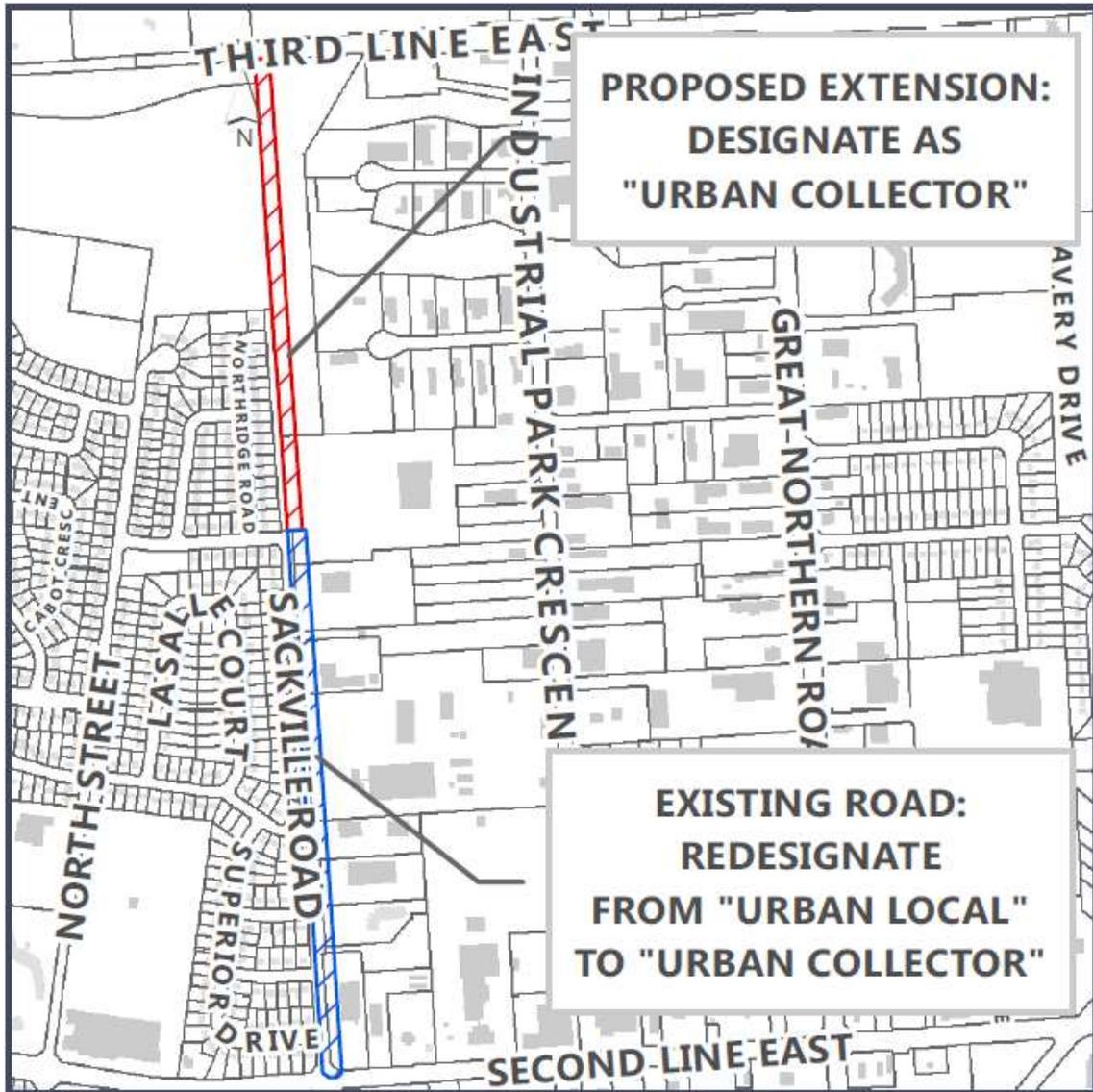
Council now considers it desirable to amend the Official Plan to designate the Sackville Road right-of-way between Mary Avenue and Third Line East to 'Urban Collector' on Schedule D (Transportation) of the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule D of the Sault Ste. Marie Official Plan is hereby amended by designating the Sackville Road right-of-way between Mary Avenue and Third Line East to Urban Collector.

INTERPRETATION

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



**PROPOSED EXTENSION:
DESIGNATE AS
"URBAN COLLECTOR"**

THIRD LINE EAST

INDUSTRIAL COURT B

RO VON COURT

INDUSTRIAL COURT A

WESTRIDGE ROAD

CABOT CRESCENT

MARY AVENUE

NORTH RIDGE ROAD

DRIVE IN ROAD

GREAT NORTHERN ROAD

FORT CREEK DRIVE

LASALLE COURT

INDUSTRIAL PARK CRESCENT

MILLENNIUM COURT

NIAGARA DRIVE

SAGINAW ROAD

**EXISTING ROAD:
REDESIGNATE
FROM "URBAN LOCAL"
TO "URBAN COLLECTOR"**

MONTCALM ROAD

SUPERIOR DRIVE

SECOND LINE EAST

WHITE OAK DRIVE WEST

Application A-12-24-OPA: Aerial Image

Property Information



Planning and Enterprise Services

Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

Civic Add: 0 Third Line East & 251 Industrial Park Crescent
Roll No.: 030062042350000 & 030062001180000
Map No.: 98/1-112
Date Created: August 26, 2024

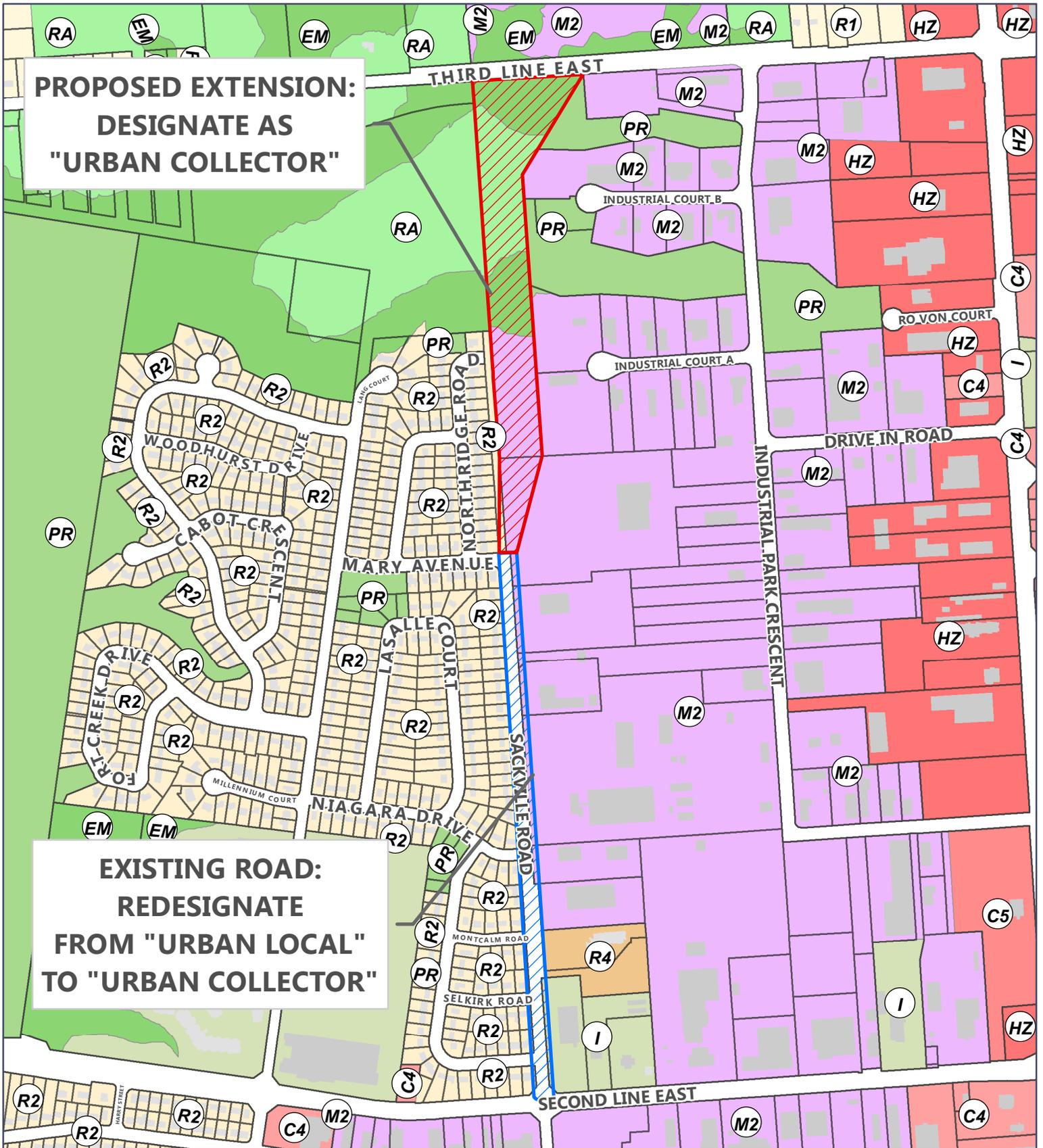
0 80 160 m 1:8,000

This map is for general reference only
Orthophoto: 2022



**PROPOSED EXTENSION:
DESIGNATE AS
"URBAN COLLECTOR"**

**EXISTING ROAD:
REDESIGNATE
FROM "URBAN LOCAL"
TO "URBAN COLLECTOR"**



Application A-12-24-OPA: Existing Zoning

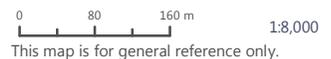
Property Information

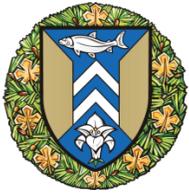


SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca

Parcel Fabric	R3 - Low Density Residential Zone
C1 - Traditional Commercial Zone	R4 - Medium Density Residential Zone
C2 - Central Commercial Zone	R5 - High Density Residential Zone
CT2 - Commercial Transitional Zone	R6 - Mobile Home Residential Zone
C3 - Riverfront Zone; C3hp	I - Institutional Zone
C4 - General Commercial Zone; C4hp	EM - Environmental Management Zone
C5 - Shopping Centre Zone	PR - Parks and Recreation Zone
HZ - Highway Zone	RA - Rural Area Zone
M1 - Light Industrial Zone	RP - Rural Precambrian Uplands Zone
M2 - Medium Industrial Zone; M2hp	REX - Rural Aggregate Extraction Zone
M3 - Heavy Industrial Zone	AIR - Airport Zone
R1 - Estate Residential Zone	CD - Community Use - Commercial Dock
R2 - Single Detached Residential Zone; R2hp	

Civic Add: 0 Third Line East & 251 Industrial Park Crescent
 Roll No.: 030062042350000 & 030062001180000
 Map No.: 98/1-112
 Date Created: August 26, 2024





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

NOTICE OF APPLICATION & PUBLIC MEETING

0 Third Line East, 0 Sackville Road & 251 Industrial Park Crescent

Application No.: A-12-24-OP

Applicant: City of Sault Ste. Marie (c/o Planning Division)

Date: December 2, 2024
 Time: 5:00 PM

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

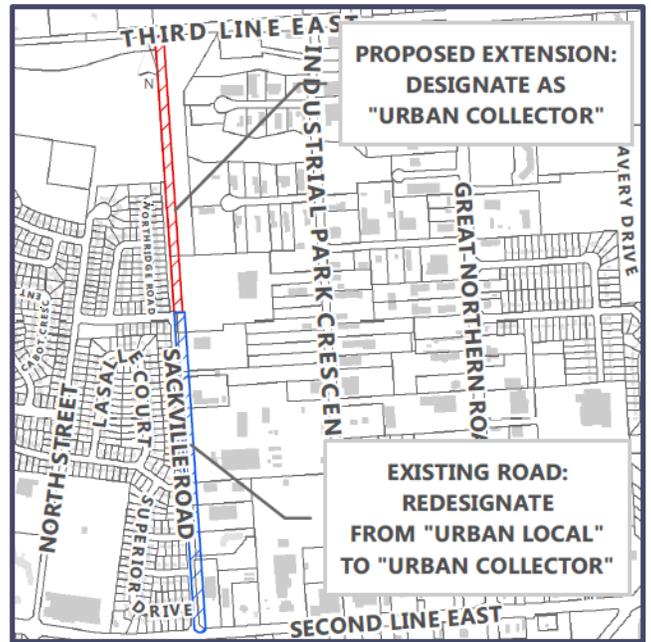
PURPOSE

The applicant, the City of Sault Ste. Marie, is seeking Council's approval to amend the Official Plan in order to facilitate the extension of Sackville Road between Mary Avenue and Third Line East. Additionally, it is requested that the existing Sackville Road between Second Line and Mary Avenue be redesignated from 'Urban Local' to 'Urban Collector'.

PROPOSED CHANGE

The applicant, the City of Sault Ste. Marie, is requesting a map change amendment to the Transportation – Street Classification map (Schedule D) of the Official Plan in the following manner:

- Re-designate the existing Sackville Road (870 metres) from 'Urban Local' to 'Urban Collector'.
- Designate the proposed Sackville Road extension (745 metres) as 'Urban Collector'.



HAVE YOUR SAY

Input on the proposed Official Plan is welcomed and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, December 2, 2024 at 5:00 p.m. to consider an Official Plan Amendment (under section 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, as amended).

This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available as part of the Council Agenda on the City's website at 4:30 p.m. on Thursday, November 28, 2024 and in person on Friday, November 29, 2024, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Jonathan Kircal, Planning Division, at 705.759.6227 or j.kircal@cityssm.on.ca Please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address and application file number on or before **Monday, December 2, 2024.**

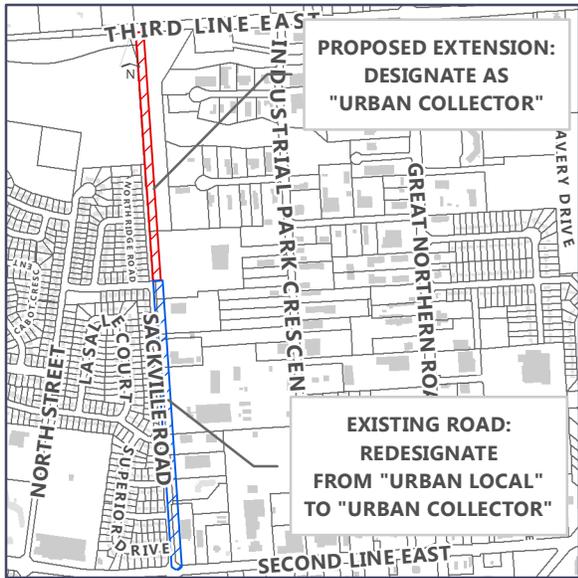
If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

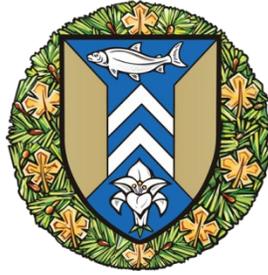
LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

As per the Planning Act, appeal rights are only provided to specified persons, public bodies, applicants, registered owners of any land to which the by-law and/or plan would apply to, the Minister, and the appropriate approval authority.

If a specific person, public body, registered owner of a subject property does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the specified person, public body or registered owner of a subject property may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

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





November 12, 2024 City Council – Sault Ste. Marie Police Presentation

Summary of queries from members of City Council:

- Statement that *Community Safety and Policing Act* caused the increase in budget. How?
 - The new CSPA has added much more stringent requirements for police accountability through the public complaints (LECA) process. In addition, it now mandates police services to have required equipment and firearms not previously required. It requires additional mandatory training in order to meet adequacy standards and has increased the required training for a special constable from 1 week to 5 weeks. The new Act also gives more responsibilities to special constables allowing us to hire more to relieve the pressure from front line.
- Is there a potential that the Province might open another Ontario Police College?
 - Not that we are aware of. As mentioned during our presentation, there are two police agencies that are considering their own equivalent of OPC that would take the pressure off restrictions at OPC itself. This is Toronto Police Service and the OPP.
 - The OPC Northern Hub in collaboration with Sault College **will not be** for Basic Constable Training but will be to facilitate more senior courses in the northern region so will not alleviate the limitation in seats.
- Please provide budget comparators from other Northern municipalities
 - So far only Sudbury is available. As indicated in the Chief's presentation, their increase is 6.24%. Other services have not released their 2025 budget yet.
- Are there grants available that would assist in alleviating budget pressures for 2025? And have any been applied for.
 - We have applied for every grant that comes to us and have reflected the ones we know we are getting or anticipate getting again in our 2025 budget. Several grants that we intend to make application for find us ineligible because we are a municipal agency, or we are not a charity. However, since the budget was approved by the Board we have received the following notifications:
 - We have a newly signed contract with the two major school boards in which they will be funding an officer in the high schools. This agreement is an additional \$135,000 to cover the cost of the officer.
 - We have confirmed with UCCM that they will be reimbursing us in January 2025 for our K9 unit that is moving to their service in the amount of \$200,000.
 - We have confirmed a second year of our Bail Compliance grant in the amount of \$100,000 for 2025-2026.

- We received notification from MAG that we will receive a one-time grant of \$85,000 to help with the new Disclosure Protocol in courts.
 - This new information has been added to our 2025 budget for approval at our Board meeting on December 2, 2024.
- Please provide clarification – 2024 budget reflected a salary increase of 5.42% for 4 additional FTEs but proposed 2025 budget reflects a salary increase of 6.4% for 3 officers
 - First, these increases don't include just officers. Second, the 2024 budget was changed at the request of the mayor after our council presentation so the 2024 figure is no longer accurate. Here are the numbers and FTE's as they stand for the two years:
 - 2024 was a 7.8% increase in salaries and benefits due to:
 - Contract increase of 3.02% which also impacts benefits
 - 4 dispatchers added for volume increases and call taker/dispatcher separation
 - 4 DEMS clerks added for new Axon material for courts (digital evidence)
 - 3 officers added to budget as part of Board approved complement increase (approved September 2023)
 - 2025 is a 6.4% increase in salaries and benefits due to:
 - Contract increase of 2.01% which also impacts benefits
 - 4 additional dispatchers added for NG911 "go live" in March 2025
 - 3 officers added to start to fill downtown location
 - 3 special constables and 4 part time special constables (PT work 20 hours per week)
 - As a reminder, we provide the City with our FTE's and they fill in the salaries and benefits amounts so the actual calculations are out of our hands.
 - Please provide percentage of officers off on WSIB in 2024 (November 2023 was 12.68)
 - As of November 12, 2024, we have 13.3% off on medical leave and 3.3% that can no longer use 'use of force' options which prevents them from performing the duties of a front-line police officer.
 - 180 Brock – \$430,000 breakdown operating and what was originally budget when approved
 - When originally approved, the budget only considered the increase in FTE's to fill the staffing model that was presented. This was enough officers to fill 4 platoons with a Sergeant to oversee resulting in 17 officers being hired. Due to the budget impact in 2024, upon request of Council we created a plan to hire officers over the following three years to smooth the increase over this period of time. The was no approved ongoing costs as it was still too preliminary at the time. The opening of a downtown location was approved in concept pending further development after a location was secured.
 - The \$430,000 is estimated as we are not yet in the building and won't know actual costs until we are operating.

- Community Safety and Policing grant program. (\$270m multi-year) Does Police apply? Were they successful? If not, why?
 - We received both the local and provincial funding allocation for this grant. The local funding is for the MCRRT Unit and is \$860,870 for each of the fiscal years. The provincial funding is for our High-Risk Crime Initiative and is \$500,000 for each of the fiscal years. Both of these grants end on March 31, 2025. Both initiatives were more successful than we even expected having more than met our performance measures. Thus, we are anticipating receiving them again and have included them in our revenues in the 2025 budget.
- 2025 facility asset management – state and cost of current police building – what is budgeted for current budget for asset management for current police building?
 - The age and maintenance of the building continue to be of concern. We have 4 HVAC units that are failing and are old enough that parts are no longer available. The City has included \$150,000 for 1 unit to be replaced in 2025 out of their building reserves. This is reflected in the \$200,000 in revenues Contributions for Reserves. The remaining \$50,000 of this \$200,000 from the City is to complete the excavation and repaving of our parking lot which was over budget in 2024 and thus not completed. This was the result of a health and safety concern with number of slips and falls due to poor drainage.
 - The elevator was replaced in 2024 at a cost of approximately \$150,000. This was funded by City reserves.
 - The annual cost of building maintenance is approximately \$200,000 but could increase significantly should anything fail that is currently still operating. We have constant health and safety complaints in regard to the temperature in the building and the windows (cold air – things freeze on the windowsills).
 - The building itself is covered under the City’s Asset Management Plan.
- Ageing fleet and renewal plan. Cost and average age of replacement vehicles in 2025 budget and compared to other Police services.
 - From our Fleet Manager:
 - Most units are purchased through the PCPG (Police Co-operative Purchasing) program so that we get our fleet discount.
 - We then lease through Holman Financing on a 2–4-year lease based on the purpose of the unit. Front line patrol vehicles are two-year leases since they run 24/7. CID vehicles are 4-year leases and travel cars are 3-year leases. Change out depends on shape of the unit when the lease is up. Most are swapped at 150,000 kms, some a bit sooner, some last a bit longer depending on what their use was. Front line takes a beating due to # of drivers as well as hours that they are running at scenes or accidents that’s why the shorter life span.
 - Oil changes are done at every 5,000 kms or as close to that as possible due to idle time. All repairs that can be done under warranty are done at the dealer; the rest go to whatever company wins the tender. Every oil change comes with a full under carriage inspection, road test and brake inspection. All cars get winter tires as required, usually November to April depending on forecast. All units are all

kept mechanically fit to the best of our ability, when the unit ages and the repairs become unrealistic to complete, or they exceed our mileage limits, then we take the unit off the road and send them to our auction.

- What is Police Service doing to eliminate challenges to recruiting?
 - We are unable to eliminate the challenges to recruiting but have put initiatives in place to try to recruit from a greater pool of applicants than ever before. Unfortunately, policing is no longer a career of choice so we have to think 'outside the box' to attract potential candidates.
 - We have started attending job fairs throughout the province.
 - We have developed a high quality map of Ontario with a QR code linking to a "reasons to move to SSM" on our webpage.
 - We have started to attend locale sporting events to promote SSMPs including Sault College hockey (male and female), Greyhound games, and Algoma University ladies/men's basketball games. We try to attend games against teams that would be a potential draw also such as Lake Superior State University.
 - We are reaching out to our community partners such as the Sault Community Career Centre, Sault College Employment Solutions, Batchewana Learning Centre and the Islamic Association of SSM.
 - We have started to organize mass fitness testing events with approximately 80 participants at each of our last three events. Other services in the province are now asking about this to use our model for their recruiting purposes.
 - In 2024 we developed a member referral program, incentive for out-of-town applicants (covering costs of travel to apply and a portion of moving costs).
 - In 2024 we released a recruitment video developed with Polaris Productions.
 - In 2023 we signed a contract with Njoyn, a company that assists in providing a more professional application portal and to assist with the administration of applications.
 - Our Corporate Communications team has put out a variety of initiatives on social platforms to attract potential candidates:
 - Meet a Member
 - Cooking with a Cop
 - Choose Your Career Path video
 - Surprise job offer videos
 - Compilations of applicant testing
 - Broadcasting our swearing in ceremonies on Rogers television
- Update on activation plan for downtown (Brock Street) unit. Deliverables and date?

- The RFT for renovations is due December 5th. We have put a deadline of March 31st for completion of renovations. At that time the following units will move into the building and operate from there:
 - Traffic Services
 - Bail Compliance Warrant Apprehension
 - K9
 - Community Safety Officer
 - Dynamic Patrol
- In addition, the agencies that currently reside at headquarters will also move downtown. These agencies are:
 - Victim Services
 - Crimestoppers
 - Collision Reporting Centre
- We have been revamping our rollout plan for the platoons due to hiring constraints at OPC. The 3-year rollout as agreed to with Council in 2024 will likely be a 5-year rollout until we can get platoons fully staffed to work out of this location.
- What does it do to have three or another combination of special constables? Special constable costing? What impact would there be to have 3, 4 or some other number?
 - We felt that 3 full time Special Constables would be able to handle the additional duties and still leave court security intact with enough staff. The 4 part time Special Constables would supplement the 3 full time at 20 hours/week each and allow for vacation coverage with these duties as well as additional vacation/shortage coverage in court security. The new act allows for Special Constables to now perform out of town prisoner escorts, scene security, manage on-line reporting, bike patrol, and deliver subpoenas as required which were previously roles that only a police officer could perform. A part time Special Constable is the equivalent of 0.5 FTE.
- Increase in dispatchers – how were four dispatchers determined?
 - We have 4 platoons and are hoping that 1 additional per platoon will alleviate the increased workload with NG911. As a reminder, they will also be taking video and enhanced calls for Fire and Ambulance. We are one of 6 out of 22 police services in the province that do not get funding from the municipality to supplement the workload in dispatch related to Fire and Ambulance.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-168

MUNICIPAL VACANT HOME TAX: Being a by-law to establish a vacant home tax in the City of Sault Ste. Marie.

WHEREAS pursuant to the provisions of subsection 338.2(1) of the *Municipal Act*, 2001, as amended, (the “Act”), Council may, by by-law passed in the year to which it relates, impose a tax in the municipality on the assessed value, as determined under the *Assessment Act*, of vacant units that are classified in the residential property class and that are taxable under the Act for municipal purposes;

AND WHEREAS section 338.2(2) of the Act provides that a by-law established by a designated municipality to impose a vacancy tax shall satisfy the criteria contained within that section;

AND WHEREAS section 338.2(3) of the Act further provides that a by-law established by a designated municipality to impose a vacancy tax may establish additional requirements as Council considers appropriate;

AND WHEREAS on March 27, 2024, O. Reg 458/22 was amended to designate every single-tier municipality as being able to impose a vacant tax against vacant units that are classified in the residential property class in accordance with Part IX.1 of the Act.

AND WHEREAS Section 425 of the Act authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

AND WHEREAS Section 429 of the Act authorizes a municipality establish a system of fines for offences under a by-law passed under the Act;

AND WHEREAS on March 20, 2023 Council passed a resolution directing the Affordable Housing Task Force review and report back to Council on the feasibility and benefit of implementing a Vacant Property Tax;

AND WHEREAS on April 29, 2024, following receipt of a report from the Director of Planning and Chief Financial Officer, Council passed a resolution that a Vacant Property Tax be implemented in 2025 for 2024 vacancies;

AND WHEREAS Council of the City deems it appropriate to enact this bylaw for the purpose of establishing a municipal vacant home tax on the unoccupied units that are classified in the residential property class in the City of Sault Ste. Marie;

NOW THEREFORE the Council of the City hereby enacts as follows:

DEFINITIONS:

1. In this by-law (the "By-law"):

"Audit Determination Notice" shall have the meaning set out in subsection 12 (2);

"Current Value Assessment " or "CVA" means the current value of a Residential Unit as determined by the Municipal Property Assessment Corporation as of the Billing Date;

"Billing Date" means the date of the Tax Notice;

"City" means The Corporation of the City of Sault Ste. Marie;

"Treasurer" means the Treasurer of the City as appointed by Council;

"Council" means the Council of the City;

"Chief Building Official" means Chief Building official of the City as appointed by Council;

"Declaration of Occupancy Status Form" means the form to be filled out by the Owner of a Residential Unit;

"Declaration Due Date" means the date specified on the on the request for Declaration of Occupancy Status Form from the City;

"Deemed Vacant Home" shall have the meaning set out in section 6;

"Occupied" means a Residential Unit that was the Principal Residence of any of the following for at least 183 days in any Taxation Year;

(a) An Owner; or

(b) An individual who has entered into a formal residential lease or rental agreement under a term of no less than 183 days.

"Owner" means the registered legal owner of the Residential Unit or the Owner's family member(s);

"Payment Due Date" means the date upon which the VHT is due and payable as set out in the Tax Notice;

"Principal Residence" means a person's legal/official place of residence regardless of how many days they were physically present at the property;

"Residential Unit" means a room or suite of rooms in a building used or designed to be used by one (1) or more individuals as an independent and separate housekeeping unit;

"Tax Rate" means the percentage rate of taxation that will be applied to the CVA of a Residential Unit to determine the amount of VHT payable. The Tax Rate approved by Council for 2024 and future years is 4%;

"Vacant Home Tax" or "VHT" means a tax levied against a Vacant Home or Deemed Vacant Home in accordance with the provisions of this By-law. The VHT is calculated by multiplying the Tax Rate by the CVA;

“Tax Notice” shall have the meaning set out in subsection 7(1);

“Taxation Year” means the calendar year to which the VHT applies;

“Vacant Home” means any Residential Unit not Occupied for more than 183 days in any Taxation Year;

INTERPRETATION BULLETINS AND GUIDELINES

2. In administering this By-law, the Treasurer, or their designate, may issue such interpretation bulletins, guidelines, procedures and policies as they, from time to time, determines necessary or advisable.

FORMS

3. The Treasurer, or their designate, may approve the use and format of forms for any purpose of this By-law and the forms may require the provision of such information as they deem necessary for the enforcement and proper administration of this By-law.

REPORTING OF OCCUPANCY STATUS

4. The City, by means of the Treasurer or their designate, as delegated to do so, may request an Owner to complete and submit a Declaration of Occupancy Status Form. Where such a request has been made, the Owner shall complete and submit a Declaration of Occupancy Status Form to the City for each Residential Unit of which they are the Owner, in respect of the Taxation Year, by the Declaration Due Date.

EXEMPTIONS

5. The VHT imposed under this By-law does not apply to,

- (a) Residential Units that are Occupied;
- (b) In the judgement of the Chief Building Official, the Residential Unit(s) are undergoing active and ongoing major repairs and the occupant is unable to continue to reside within the unit during the major repair, and of which there is an open and active building permit(s) issued by the City;
- (c) In the judgement of the Chief Building Official, the unit is otherwise uninhabitable for reasons beyond the Owner’s control;
- (d) A Residential Unit that has changed ownership in whole by way of an arm’s length transaction, shall not be subject to a VHT levy for the taxation year during which the transaction occurred;
- (e) A Residential Unit that is not Occupied for a period of up to two (2) years following the date the registered owner was admitted to care (hospitalization, long-term care);
- (f) A Residential Unit whose owner has died will be exempt from a VHT levy in the period of up to twenty-four (24) months beginning the month after the owner(s)’ death, provided the Residential Unit was Occupied at the time of death. Applies

to the legal estate or heir without any extension to the exemption period (24 months);

- (g) A Residential Unit used exclusively as a Short-Term Rental if registered with the City in accordance with the City's Short-Term Licensing By-law and occupied for a minimum of 100-days in the taxation year;
- (h) The property is classified as seasonal (including properties that are classified by Municipal Property Assessment Corporation as falling under property codes 363, 364, 385, 391, 392, and 395);
- (i) A Residential Unit with a court order preventing occupancy during the Taxation Year, unless the court order is conditional on an action of the owner, or the state and condition of the Residential Unit and the owner has not made reasonable efforts to remedy the circumstances that led to the court order;
- (j) Multi-residential properties (more than 6 units);
- (k) Units owned/managed by not-for-profit organizations and social housing; or
- (l) A newly constructed unit classified in the residential property class that has not been on the assessment roll for a full calendar year and has been continuously listed for sale or lease.

DEEMED VACANT HOME

6. The Treasurer, or their designate, may deem a Residential Unit to be a Vacant Home if the Owner fails to submit the Declaration of Occupancy Status Form to the Treasurer, or their designate, for each Residential Unit of which they are the Owner, in respect of the Taxation Year, by the Declaration Due Date, or fails to provide the information required pursuant to section 10.

ASSESSMENT AND NOTICE OF TAX

7.(1) Following the Declaration Due Date the Treasurer, or their designate, shall review each Declaration of Occupancy Status Form, assess the VHT payable in respect of each Vacant Home and each Deemed Vacant Home, and issue a Tax Notice to the Owner setting out the amount of VHT payable and the Payment Due Date.

7.(2) In the event of a conviction under section 14 of this By-law, the Treasurer, or their designate, may assess or reassess any Owner for any VHT payable by an Owner under this By-law for a Vacant Home or Deemed Vacant Home, at any time and for any period that the City Treasurer, or their designate, considers reasonable.

CALCULATING THE VACANT HOME TAX

8.(1) VHT shall be calculated by multiplying the CVA by the Tax Rate. VHT shall not be prorated for any time the Vacant Home or Deemed Vacant Home was Occupied in the Taxation Year.

8.(2) The VHT is payable by the Payment Due Date regardless of whether a complaint or appeal from the VHT is made or taken.

8.(3) Every Owner of a Vacant Home and every Owner of a Deemed Vacant Home shall pay the VHT.

TAX ROLL

9. The VHT shall be added to the property tax account of the Vacant Home or Deemed Vacant Home, and shall be payable in one instalment on the Payment Due Date. Interest at the rate of 15% per annum, calculated at the rate of 1.25% monthly shall be charged on the amount of any VHT payable under this By-law on the business day following the Payment Due Date and on the first day of each month thereafter.

COMPLIANCE AND AUDIT

10. By virtue of this By-law, the City is authorized to request evidentiary documentation from property owners to determine occupancy status of a Residential Unit.

11. Administration is authorized to take any and all action that is deemed necessary to enforce compliance, and to undertake audits and inspections as necessary relative to the collection and remittance of the VHT.

APPEALS AND DISPUTE RESOLUTION

12.(1) An Owner may file a Notice of Complaint form if they choose to dispute their VHT Tax Notice. The form, along with supporting documentation, must be filed with the City's Taxation Department within 30 days of the date of on the VHT Tax Notice.

12.(2) The Notice of Complaint from the Owner will be reviewed by the City's Taxation Department and the results will be provided in a VHT Audit Determination Notice.

12.(3) Within 30 days of the date of the Audit Determination Notice, the Owner may appeal by filing a Request for Review with the Treasurer. The Request for Review will be reviewed by the Treasurer, whose decision shall be final.

RECOVERY OF VHT

13. The Treasurer, or their designate, shall add the unpaid amount of VHT under this By-law to the property tax account for the Vacant Home and the unpaid amount shall be collected in the same manner as property taxes.

PENALTIES AND OFFENCES

14. (1) The City's By-law enforcement shall be responsible to enforce any offence under this By-law.

14.(2) No Person shall make a false declaration or submit fraudulent documents in relation to this By-law.

14. (3) Any Person contravening any provision of this By-law is guilty of an offence and on conviction is liable to such fine as is provided for under the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended from time to time.

14. (4) Any Person contravening section 14. (2) of this By-law may be subject to a minimum penalty of \$500, but not a penalty more than \$10,000.00.

ANNUAL REPORTING

15. The Treasurer, or their designate, will include the results VHT program annually through the year end reporting process.

GENERAL

16. The Treasurer, or their designate, shall be responsible for the administration this By-law and may delegate the performance of any one or more of their functions under this By-law to one or more persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke such delegation and may continue to exercise any function delegated during the delegation.

17. If any section or portion of this By-law is found to be invalid by a court of competent jurisdiction, all remaining sections and portions of the By-law continue in full force and effect.

18. This By-law may be referred to as the "Vacant Home Tax By-law".

EFFECTIVE DATE

19. This by-law takes effect on the date of its final passing with vacant units being assessed in the same year of the passing of this By-law.

PASSED in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-169

FINANCING: A by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025.

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Scotiabank** and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25

percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$10,000,000.00, whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.
5.
 - a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
 - b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.
8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.
10. This by-law shall take effect on January 1st, 2025.

PASSED in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-169 Temporary Borrowing.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-175

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Greenstone Engineering Ltd. for the Environmental Site Assessment (ESA) at the Gateway parcels located at 29 Bay Street, Sault Ste. Marie as required by Community Development and Enterprise Services (CDES).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated December 2, 2024 between the City and Greenstone Engineering Ltd., a copy of which is attached as Schedule "A". Due to the high volume of pages, a copy of Schedule "A" may be viewed at the City Clerk's Department. This Agreement is for the Environmental Site Assessment (ESA) at the Gateway parcels located at 29 Bay Street, Sault Ste. Marie as required by Community Development and Enterprise Services (CDES).

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law and is available for viewing in the Clerk's Department.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Association of Consulting Engineering
Companies | Ontario (ACEC-Ontario) in
partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

Gateway Site - Phase One and Two Environmental Site
Assessment, Risk Assessment and Record of Site
Condition

Table of Contents

DEFINITIONS 4

ARTICLE 1 - GENERAL CONDITIONS 5

ARTICLE 2 – SERVICES TO BE PROVIDED 12

ARTICLE 3 - FEES AND DISBURSEMENTS 13

ARTICLE 4 – FORM OF AGREEMENT 17

ARTICLE 5 – SCHEDULES..... 18

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 2 day of December 20 24

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

Greenstone Engineering Ltd.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Redevelop the Gateway Site for a more sensitive land use, thereby requiring to obtain a Record of Site Condition.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 20 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3

Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

Schedule A - Supplementary Conditions

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

Phase One ESA
Phase Two ESA
Risk Assessment
Record of Site Condition

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Current Plan of Survey
Lawyers Letter
Title and Deed Documents

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment for this agreement Fees Calculated on a Lump Sum Basis

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Unset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of ___% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ _____ plus, applicable taxes made up as follows:
 - (i) \$ _____ plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ _____ plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of ___%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 **Payment**

3.3.1 **Fees Calculated on a Time Basis Does Not Apply**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 **Fees Calculated on a Percentage of Cost Basis Does Not Apply**

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within _____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum Applies

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: Greenstone Engineering Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This ____ Day of _____, 20 ____

Signature		Signature	
Name	Christian Tenaglia	Name	Donald Cavan
Title	President	Title	General Manager

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ____ Day of _____, 20 ____

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

Attached
<input checked="" type="checkbox"/>

Schedule E: Fees Summary

NOTE: Attach all appropriate schedule documents as indicated (✓).

**City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary
Conditions**

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Standard Form of Contract for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the MEA/CEO CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification**" and "**1.11 Insurance**" in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Architect, 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 Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and

personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the MEA-CEO AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification**" and "**1.11 Insurance**" in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provide that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, 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 Architect.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

SCHEDULE E: FEES SUMMARY

<u>FEES SUMMARY:</u>		
Phase I ESA	\$ 5,850.00	
Phase II ESA (Including Record of Site Condition)	\$ 62,000.00	(\$66,500 - \$4,500)
Tier 3 Risk Assessment:		
PreSubmission Form	\$ 15,600.00	
Risk Assessment	\$ 44,400.00	
Revised Risk Assessment	\$ 18,000.00	If applicable (MECP reviews)
2nd Revised Risk Assessment	\$ 12,000.00	If applicable (MECP reviews)
Total:	\$ 157,850.00	



SAULT STE. MARIE

Addendum #1

**Bid Opportunity: 2024CDE-02-P - Professional Services - Gateway Property
Environmental Site Assessment**

Closing Date: Tuesday, October 22, 2024 4:00 PM

Question 1:

Is the town/city expecting contaminants in Phase 2?

Answer 1:

Based on the known historical usage of the Gateway Site, there is a possibility that contaminants could be identified during the Phase 2 Environmental Site Assessment (ESA). However, the City does not have specific evidence or data at this time that confirms the presence or extent of contamination. The purpose of the Phase 2 ESA is to thoroughly assess the site to determine whether any environmental concerns exist. As such, any conclusions regarding contamination will be based on the findings of the assessment.

Question 2:

Will the town/city allow for the QRA to be a subcontractor?

Answer 2:

Yes, the City will allow for the Qualified Risk Assessor (QRA) to be a subcontractor. However, the successful bidder will remain fully responsible for ensuring that all work, including that completed by any subcontractors, meets the requirements and specifications outlined in the RFP. The bidder must also ensure that the subcontractor complies with all applicable standards and regulations.

Question 3:

Are there any plans to develop mixed-use residential in conjunction with the commercial development?

Answer 3:

At this time, the specific type of development at the Gateway site has not been determined. Should the property be acquired by a developer in the future, the City is open to collaborating on development opportunities that align with its long-term strategic objectives.

Question 4:

Are there any conceptual site plans available for the future development?

Answer 4:

As noted in the previous response, any conceptual site plans for the Gateway site will be established by developers after property acquisition. Currently, no such plans are available.

Question 5:

Are there any below ground structures anticipated?

Answer 5:

Based on the historical usage of the Gateway property, it is possible that below-ground structures may exist. However, the City does not have access to any definitive evidence or data confirming their presence at this time. The Phase II ESA will help determine whether such structures are present.

Question 6:

Will the development include a parking area?

Answer 6:

As with the broader development plans, the inclusion of a parking area will be determined based on the specific development proposal brought forward by future developers

Question 7:

Are there any existing monitoring wells on site?

Answer 7:

Yes, we believe there are some monitoring wells on site, however we do not know the status or condition.

Request for Documents

The City is sharing this documentation for the sole use for the proposal and it should not be shared except for the purpose of submitting the proposal.

Per Section 2.3 Existing Documentation,

- a copy of the Phase I ESA report, completed in September 2020, is available to proponents upon request submitted through bidding system question(s) area.

- a series of documents are listed as available to the successful proponent to analyze during completion of the project.
 - The City will make available documents 1) and 2) relating to Environmental Assessment (Phase II) as information to assist in proposal response.

These are available to proponents upon request submitted through bidding system question(s) area

End of Addendum



SAULT STE. MARIE

Post-Close Clarification - Addendum #1

**Bid Opportunity: 2024CDE-02-P - Professional Services - Gateway Property
Environmental Site Assessment**

Response Closing Date: Wednesday, November 6, 2024 4:00 PM

The City requests the following additional information be provided related to this RFP request and delivered project:

Request 1:

Provide pricing and a high-level outline of tasks to update the Phase I ESA in accordance with ONT Regulation 153/04.

Request 2:

As indicated in Addendum #1 issued, the City anticipates contaminations. Provide a price and outline of tasks to create a Risk Assessment in support of the Record of Site Condition (RSC) submission.

Submissions for this Request will be accepted in electronic format until Wednesday November 6th, 2024 at 4:00 p.m. local time (Eastern), sent to the following email address:

proposals.purchasing@cityssm.on.ca

End of Post Close Clarification - Addendum



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2024CDE-02-P

PROFESSIONAL SERVICES – GATEWAY PROPERTY ENVIRONMENTAL SITE
ASSESSMENT

CLOSING DATE AND TIME REQUIREMENTS:

Electronic Submissions Only, will be received by the Bidding System
no later than 4:00 p.m. local time on Tuesday, October 22, 2024.

October 1, 2024

1. INFORMATION TO PROPONENTS	4
1.1 Introduction.....	4
1.2 Methodology for Submitting Proposals	4
1.3 Errors, Omissions, Clarifications	5
1.4 Withdrawal/Decline of Proposal	6
1.5 Informal Proposals.....	6
1.6 Proposal Evaluation	6
1.7 Site Inspection and Requirements of Work	7
1.8 Proposal Left Open	7
1.9 Schedule	7
1.10 Incurred Costs.....	8
1.11 Alterations to Documents	8
1.12 Confidentiality & Post-Award Comment.....	8
1.13 Municipal Freedom of Information & Protection of Privacy Act	8
1.14 Indemnification and Insurance	9
1.15 Agreement for Services	9
2. TERMS OF REFERENCE.....	10
2.1 Introduction.....	10
2.2 Background.....	10
2.3 Existing Documentation	10
2.4 Project Requirements.....	11
Project Scope.....	11
Project Deliverables	12
2.5 Experience & References.....	13
2.6 Project Timelines.....	13
2.7 Fee Schedule	13
3. SUBMISSION REQUIREMENTS.....	14
3.1 Experience & References	14
3.2 Methodology	14
3.3 Project Timelines.....	15

3.4 Fee Schedule	15
4. APPENDICES	16
Applicable plans/drawings/attachments	16

SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from established consulting firms with the experience and technical abilities to provide Environmental Site Assessment services in relation to the Gateway property, located at 29 Bay Street, Sault Ste. Marie, ON.

1.2 Methodology for Submitting Proposals

Registering to Bid

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and be registered as a Plan Taker for the Proposal opportunity.

Electronic Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Proposal Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact [bids&tenders support](#).

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

1.3 Errors, Omissions, Clarifications

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal.

Submitting questions and receiving addendums

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific proposal opportunity.

An addendum issued through the bidding system is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proponent to review all Addenda that are issued. Proponents should check online at [Sault Ste. Marie Bid Opportunities Website](#) prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.

In the event that a Proponent submits their proposal prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to "**Incomplete**". The Proponent is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Proposal is received by the Bidding System no later than the stated Proposal closing time and date.

1.4 Withdrawal/Decline of Proposal

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Firm's and Consulting team's demonstrated expertise on subject matter including Consulting Team's ability outlining corporate profile in environmental site assessments; Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project; Relevant past experience on similar projects; (30%);
- 2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project (35%);
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines (15%); and
- 4) A fee or commission schedule (showing HST as extra). A fee schedule indicating the name, role, and rate of pay for each individual assigned to the project. The total cost of the consulting assignment shall be limited by a fee estimate, which the consultant will include in its proposal. No further payment will be made above this figure unless authorized in advance by the City (20%).

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement can be found by visiting [Sault Ste. Marie Health and Safety page](#). Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

- (A) Release of RFP: October 1, 2024
- (B) Question Close: October 10, 2024
- (C) Submission of Proposal: October 22, 2024
- (D) Recommendation of Award: November 13, 2024
- (E) Commencement of Services: November 2024
- (G) Completion of the Study: Spring 2025 or as dictated by the workplan

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

The City reserves the right to alter the scheduling of items “D” to “G”. 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 email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may 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.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent and the RFP as issued and amended shall constitute the Agreement for this Project.

The successful Proponent will be required to enter into an agreement for professional services such as MEA for engineering services, with the City's Insurance and Indemnity Provisions Supplementary Conditions (*Attachment*); with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is seeking proposals from qualified engineering and consulting firms for the completion of a Phase II Environmental Site Assessment (ESA), Risk Assessment and preparation of a Record of Site Condition (RSC) on the Gateway Site, a large Sault Ste. Marie property that has been sitting dormant for 20 years. The Phase II ESA will lead to the identification of remedial options and risk management measures to support future land development and / or property sale.

The objective of this project is to advance future development of the Gateway Site Parcels Two and Three, a prominent, waterfront property located in the downtown core of Sault Ste. Marie. (*Attachment – Photos*)

2.2 Background

The "Gateway" property is located near the entrance/exit of the international bridge which connects Canada and the United States and the two sister cities of Sault Ste. Marie, Ontario and Sault Ste. Marie, Michigan. The site is adjacent to a newly re-invigorated site that transformed the former St. Mary's Paper industrial site to a commercial event/restaurant/tourism site.

The Gateway Property was formerly home to industrial uses including a metal recycling operation, settling ponds for Algoma Steel and a CN rail line that ran across the north end of the property.

2.3 Existing Documentation

The following documentation is available to the successful Proponent to analyze during completion of the Project.:

- 1) Environmental Assessment (Phase II) Algoma Steel Property Gateway Development
- 2) Environmental Assessment (Phase II) Municipal Fish Hatchery Gateway Site
- 3) Environmental Baseline Sampling - Fort Creek Reconstruction
- 4) Phase I Site Assessment Gateway Development Site
- 5) Phase II Environmental Site Assessment Gateway Development Site 55 Bay St.

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

- 6) Site Review Soil Management Project
- 7) Supplemental Site Investigation Gateway Development Project
- 8) TROW - Geotech Investigation Gateway
- 9) Pinchin Gateway Soil Data Comparison

A copy of the Phase I ESA report, completed in September 2020, is available to proponents upon request submitted through bidding system question(s) area.

2.4 Project Requirements

Project Scope

The scope of this project is to complete a Phase II Environmental Site Assessment (ESA) and preparation of Record of Site Condition work for the remaining portions of the Gateway Project Site, located at 29 Bay Street, Sault Ste. Marie, ON, in compliance with Ontario Regulation 153/04 to support with future property sale and development. The studies will provide options for the redevelopment of the property and opportunities for development that can be feasibly undertaken on these parcels.

This is a three (3) step project that will build off the Phase I ESA completed previously (available upon request). The three steps and core tasks, include but are not limited to:

Step 1: Complete Phase II ESA and remediation / risk assessment plan development

The successful consultant will determine the schedule and conduct the required Phase II ESA requirements:

- Document review
- Field Investigations (e.g. soil groundwater, surface water, soil gas sampling)
- Laboratory Analysis
- Data Interpretation and Reporting (interpretation of laboratory results, comparison with regulatory standards and comprehensive report preparation)
- Distribution of public notices
- Monitoring and Follow-Up (discuss plans to move forward with monitoring (may be ongoing depending on type of remediation, conducting periodic reviews as required by regulatory authorities)

Step 2: Preparation of Record of Site Condition (RSC)

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

After completing the Phase II ESA and addressing any necessary remediation or management measures in the risk management plan, the successful proponent will prepare a Record of Site Condition (RSC) as required under O.Reg. 153/04. Ensure compliance with any regulatory requirements under the Ontario Environmental Protection Act.

Step 3: Final Report

The final report will include, but not be limited to an executive summary, introduction, site description, methods and procedures, results and findings, risk assessment, and recommendations, including any supporting documentation in appendices. The report will be used for supporting property sales, regulatory compliance and enhancing property marketability.

Project Deliverables

The project deliverables of this assignment shall include:

- **Design Phase Two ESA Scope of Work:** Develop specifics for the Phase II ESA based on the results of a Reg 153/04 compliant Phase I ESA, including identifying the number of APECs and PCOCs.
 - Consultation with property owner and regulatory authorities (e.g. Province)
- **Determine Investigation Requirements:** Prescribe the number of boreholes, test pits, and soil and groundwater samples needed for the Phase II ESA based on Phase I results and property concerns.
- **Assess Remedial Needs:** Identify the need for remedial options based on the severity of impacts indicated by the Phase II ESA results and conduct a current assessment of soil and groundwater quality.
- **Consider Risk Assessment:** Evaluate the need for risk assessment and the development of risk mitigation measures after completing the Phase II ESA investigation.
- **Assist Planning and Development:** Use Phase II ESA data to guide planning and site development, considering land use, contaminant levels, risk of exposure, placement of structures, infrastructure, and required mitigation measures.
- **Public Reference Material:** Production and distribution of public notices, as required, including presentation material (summary PowerPoint) for Public Information Centres and City website
 - Collection and analysis of all agency and public feedback, questionnaires, and subsequent responses
- **Phase II ESA Report:** Feasibility Study and/or Project File Report or Environmental Site Assessment Report depending on the schedule of ESA

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

- Regulatory Reporting under O.Reg. 153/04 (provides standards, procedures and requirements)
- **Filing of Record of Site Condition (RSC):** After completing the Phase II ESA and addressing any necessary remediation or management measures in the risk management plan, the successful proponent will prepare and submit a Record of Site Condition (RSC) as required under O.Reg. 153/04. Ensure compliance with any regulatory requirements under the Ontario Environmental Protection Act.

2.5 Experience & References

Demonstrate your Firm's and Consulting team's expertise on subject matter including:

- Consulting Team's ability outlining corporate profile in environmental site assessments;
- Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;
- Relevant past experience on similar projects;

2.6 Project Timelines

The expectation is that the proponent will complete all work as described in the project scope by Spring 2025, or as dictated by the work plan.

Proponents are required to provide a detailed schedule recognizing critical deliverables, progress meetings and timelines.

2.7 Fee Schedule

A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate, which the consultant will include in its proposal. No further payment will be made above this figure unless authorized in advance by the City.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

SECTION 3

3. SUBMISSION REQUIREMENTS

3.1 *Experience & References*

Demonstrate your Firm's and Consulting team's expertise in Environmental Site Assessments and Site Condition reviews of similar scope and size, within the last five (5) years preferred.

- Include relevant past experience on similar projects and professional representative experience, providing relevant references (minimum of 3).
- Include listing of Key Personnel with brief Curriculum Vitae (CV) and Roles to be utilized for the Project.

Complete these section(s) within the Bidding System:

- Step 3: References
 - Company Overview
 - Previous Relevant Projects
 - References
 - Project Team Experience and Qualifications
- Step 4: Documents
 - CVs, as Document Upload

3.2 *Methodology*

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.

Proponents should include details of their Work Plan and Methodology, and detail the proposed solution work plan to be utilized in the project providing recommendations of how the key components of the project will be delivered.

Value Add - Outline any additional services which may be beneficial to delivery and completion of the Project.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Methodology)
 - Project Understanding, Methodology, Approach and Work Plan

Request for Proposal

City of Sault Ste. Marie

Professional Services – Gateway Property Environmental Site Assessment

3.3 Project Timelines

Proponents are required to provide a detailed work plan/schedule indicating how they intend to meet the timelines established by the City.

Provide project timeline/schedule recognizing critical deliverables, progress meetings and timelines; project schedule should indicate total and individual staff time allotments in hours; project schedule to demonstrate commitment to deliver the results in accordance with the timelines provided.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Timelines)
 - Project Schedule outline
- Step 4: Documents
 - Schedule Chart, as Document Upload

3.4 Fee Schedule

Proponents shall provide a fee schedule for the Services, if applicable broken down into steps reflecting the required scope of services outlined within. Time allotments including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion. Agents will not be reimbursed for travel expenses.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed.

Complete these section(s) within the Bidding System:

- Step 1: Schedule of Prices
 - Fee Estimate
- Step 4: Documents
 - Task-Cost Matrix, as Document Upload

SECTION 4

4. APPENDICES

Applicable plans/drawings/attachments

The following list of documents are provided as attachment and form a part of the RFP document:

- City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions
- Gateway Site Photos - Parcel 2 and 3

2024CDE-02-P - Professional Services - Gateway Property Environmental Site Assessment

Opening Date: October 1, 2024 1:45 PM

Closing Date: October 22, 2024 4:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

FEE ESTIMATE - PROFESSIONAL SERVICES

Provide pricing in Canadian Dollars (excluding HST). HST is extra to proposal pricing and shall not be included in the pricing submitted

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Total Fee *
Fee Estimate for the Work	
Subtotal:	

Summary Table

Bid Form	Amount
FEE ESTIMATE - PROFESSIONAL SERVICES	
Subtotal Contract Amount:	

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *
Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	
Proponent to effectively identify major work criteria of the services (Steps 1, 2, 3), with clear outline of intended work plan and methodology explained.	
Proponent to provide clear explanations of the planned approach required to achieve the deliverables.	
Proponent to demonstrate knowledge and keen comprehension of the challenges and risks associated with the project.	

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
Provide outline of your proposed project schedule., recognizing deliverables, progress meetings and timelines.	

PROPONENT CONTACT INFORMATION

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	
Office Address	
Contact Name and Title	
Contact Phone and Email	
Name of Company's Authorized Signatory	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
Project Owner			
Project Title			
Contract Value			
Start and Completion dates			
Was the project completed on time? If not provide explanation			
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)			

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects with Public Agencies; of a similar size and scope; and completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name			
Contact Information (Phone; Email; Address)			
Detail of Reference Project			

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	# Years *	Responsibility *

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Resume (CV) of Team Member(s) (optional)
- Schedule Plan * (mandatory)
- Task-Cost Matrix * (mandatory)
- Additional Document (optional)

Addenda, Terms and Conditions

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 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 further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

2024CDE-02-P - Professional Services - Gateway Property Environmental Site Assessment

Opening Date: October 1, 2024 1:45 PM

Closing Date: October 22, 2024 4:00 PM

Vendor Details

Company Name: Greenstone Engineering Ltd.
Address: 53 Parkewood Drive
Sault Ste. Marie, Ontario P6A 5K6
Contact: Chris Tenaglia
Email: admin@greenstoneengineering.ca
Phone: 705-971-1563
HST#: 777031600 RT0001

Submission Details

Created On: Monday October 21, 2024 07:07:47
Submitted On: Tuesday October 22, 2024 15:55:43
Submitted By: Chris Tenaglia
Email: admin@greenstoneengineering.ca
Transaction #: 7ef56b04-865c-4897-abeb-1c0b65dfb6ee
Submitter's IP Address: 76.69.42.53

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

FEE ESTIMATE - PROFESSIONAL SERVICES

Provide pricing in Canadian Dollars (excluding HST). HST is extra to proposal pricing and shall not be included in the pricing submitted

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Total Fee *
Fee Estimate for the Work	\$66,500.0000
Subtotal:	\$ 66,500.00

Summary Table

Bid Form	Amount
FEE ESTIMATE - PROFESSIONAL SERVICES	\$ 66,500.00
Subtotal Contract Amount:	\$ 66,500.00

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *
Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	The City of Sault Ste. Marie would like to complete a Phase Two Environmental Site Assessment (ESA) and prepare a Record of Site Condition (RSC) at the Gateway Property, a 3.6 hectare vacant former industrial property located southwest of the intersection of Gore Street and Bay Street in Sault Ste. Marie, Ontario. To change the Gateway Property land use to a more stringent land use (i.e., to residential), an RSC is a mandatory requirement in the Province of Ontario as required by the Ministry of Environment, Conservation and Parks (MECP). The intent of the Phase Two ESA is to characterize subsurface conditions at the Gateway Property to evaluate potential remedial options and risk management measures to support the potential filing of an RSC, redevelopment and/or divestiture of the property.
Proponent to effectively identify major work criteria of the services (Steps 1, 2, 3), with clear outline of intended work plan and methodology explained.	Greenstone is proposing a stepped approach to this project. Step 1: Complete Phase II ESA and remediation / risk assessment plan development Step 1.1: City of Sault Ste. Marie Project Kick-off Meeting. The purpose of the kick-off meeting will be to help promote the exchange of information and development considerations early in the planning process. Greenstone will schedule an in-person meeting with relevant City officials to discuss the project scope and objectives. Discussion points in the meeting will include project objectives, priority development and divestiture areas, as well as an in-depth discuss on the Record of Site Condition (RSC) process, the Phase Two Environmental Site Assessment (ESA) investigation scope of work, schedule, as well as potential remedial options and risk management measures. Greenstone confirm the Public Notice requirements of the City of Sault Ste. Marie for this project during this meeting. All public notices will be submitted for approval from a designated City official prior to issuance. Step 1.2 Document Review and Inspection: Greenstone will complete an inspection of the

Gateway Property, review all available current and historical information, including fire insurance plans, aerial photographs, previous environmental reports and conduct interviews with relevant City officials to determine potentially contaminating activities (PCAs) on and in the vicinity of the Gateway Property. The findings of the document review and inspection will be used to establish areas of potential environmental concern (APECs) at the property. Greenstone will provide a letter to the City summarizing the findings of the document review and inspection, which will include figures, and relevant historical documents.

Step 1.3 MECP Pre-Consultation Meeting: The purpose of the pre-consultation meeting will be to engage the MECP to provide preliminary comments on the overall project. The meeting will include commentary on the scope of work, identify any key issues and comment on approaches to mitigate the costs of the RSC such as land severances to remove the waterbody centrally located creek from the RSC property. Greenstone will provide the City a summary letter of the pre-consultation meeting.

Step 1.4 Sampling and Analysis Plan (SAP): Greenstone will prepare a SAP to ensure the Phase Two ESA will adequately assess all areas of the Gateway Property where contaminants may be present in land or water on, in or under the property. The SAP will outline the sampling plan and procedures for the field component of the Phase Two ESA.

- Objectives and Sampling Design: Project overview, goals and objectives, sampling system and rationale, contaminants of potential concern (COPC), as well as investigative procedures and locations based on the findings of Greenstone Document Review and Pre-Consultation Meetings. The design will also be inclusive of test pit, borehole and groundwater monitoring well locations.
- Completion of site sensitivity characterization of the property: Potable supply, land use, pH, soil texture, natural environment sensitivity, etc., in order to confirm the applicable standards identified in the MECP document entitled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act", dated April 15, 2011
- Field Procedures: Sampling frequency and points, field forms, data collection standard operating procedures including field screening and monitoring well development.
- Laboratory Analytical Requirements
- The quality assurance and quality control (QA/QC) program to be implemented during the investigation which will include, but not be limited to, the calibration of field equipment, decontamination of sampling tools, field duplicates and management of samples under chain of custody and seal with temperature control.
- Preparation of a SAP Report.

Step 1.5 Field Investigation: Utilizing the sampling and analysis plan, Greenstone's investigation will consist of the following:

- Issue public notices as required by the City.
- Completion of private and public utility locates prior to identify the presence of underground and overhead utilities.
- Advance a total fifteen (15) test pits and eight (8) boreholes across the APECs to assess soil and groundwater conditions on the property. The eight (eight) borehole locations will each be instrumented with a monitoring well in accordance with Ontario Regulation 903. The test pits will be advanced using a track-mounted excavator and the boreholes will be advanced using a track-mounted drill equipped with direct push continuous split spoon assembly and hollow stem augers. The boreholes will be advanced to a maximum depth of 4.5 meters below ground (mbg), or until excavating or drilling refusal is met, or groundwater table interception is achieved. All monitoring wells will be screened across shallow groundwater aquifer interface and will be fitted with a flushmount protective cover.
- Field screen all the collected soil samples for the presence or absence of environmental impacts using a calibrated photo-ionization detector (PID) and record all visual and olfactory observations and geological conditions.
- Submit a minimum of one worst-case soil sample (based on field screening results) from each borehole for laboratory analysis of the COPCs. For the purpose of this request for propose, Greenstone has utilized the following COPCs based on their knowledge of conditions at the Gateway Property: petroleum hydrocarbons (PHCs) fractions F1 to F4 (F1-F4), polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), metals and hydride forming metals. All samples will be submitted to an accredited laboratory under chain of custody. One soil field duplicate for all COPCs will be submitted for analysis for every 10 samples.
- Complete site sensitivity characterization of the property including potable supply, land use, pH, soil texture, natural environment sensitivity, etc., in order to confirm the applicable standards identified in the MECP document entitled "Soil, Ground Water and Sediment Standards For Use Under Part XV.1 of the Environmental Protection Act", dated April 15, 2011.
- All monitoring wells will be developed using dedicated inertial footvalves and Waterra tubing. Once development activities are completed all wells will be sampled for their corresponding COPCs noted above. All sampling activities will be completed by general low flow methods using a peristaltic pump and dedicated Waterra tubing. Well development and sampling activities will include groundwater level monitoring using an interface probe to measure the static groundwater elevation within each monitoring well and the presence of any non-aqueous phase liquids (NAPL). A trip blank for VOC parameters will be collected during the groundwater sampling program and one groundwater field duplicate for all COPCs will be submitted for analysis.
- Complete an elevation survey of all well casings relative to a geodetic elevation. All groundwater level data will be correlated to monitoring well elevation data to establish

groundwater flow contours.

- A QA/QC program will be implemented during the investigation and will include, but not be limited to, the calibration of field equipment, decontamination of sampling tools, field duplicates, blanks and management of samples under chain of custody and seal with temperature control.

- Complete an evaluation of all geological and analytical data in comparison to the applicable MECP standards, as well as prepare and issue a comprehensive Phase Two ESA summary report, inclusive of logs, data tables, analytical certificates, and figures. The Phase Two ESA report will be completed to meet the Table 1 – Mandatory Requirements for Phase Two Environmental Site Assessment Reports as presented in Schedule E, Part V of O. Reg. 153/04.

Step 1.6 Evaluation of the Need for Risk Assessment: Should the site characterization activities identify concentrations of chemicals in soil and/or groundwater in excess of the applicable Site Condition Standards, a preliminary assessment of potential risks will be conducted to identify the receptors and exposure pathways of potential concern, and the need for risk management measures (RMMs) to mitigate risks to these receptors. This will assist the determination whether remediation activities to reduce concentrations of chemicals in soil and/or groundwater to meet the Standards is necessary, or if the completion of a risk assessment (RA) and the implementation of RMMs to address risks and allow for contamination to be left in place is a more desirable option. This assessment will be conducted through a comparison of concentrations of those chemicals in soil and groundwater that exceeded the applicable Standards to MECP effects-based component values derived to be protective of human health and the environment.

Step 1.7 Data Review and Option Analysis (Assist with Planning and Development):

Greenstone will schedule an in-person meeting with the City to review the findings of the Phase Two ESA inclusive of interpretation of laboratory results and comparison with regulatory standards. The meeting will review potential next steps based on the City project objectives with consideration to the Phase II ESA analytical results and risk based options. Greenstone will use the Phase Two ESA data to guide planning and site development, considering land use, contaminant levels, risk of exposure, placement of structures, infrastructure, and required mitigation measures. Potential next steps may include supplemental consultation with the MECP, a risk assessment, remediation, supplemental monitoring and/or land severances.

Step 1.8 Public Reference Material: Production and distribution of public notices, as required, including presentation material (summary PowerPoint) for Public Information Centres and City website. Greenstone will also collect the analysis of all agency and public feedback, questionnaires, and subsequent responses.

Step 2: Preparation of Record of Site Condition (RSC): Following the completion of the Phase Two ESA and addressing any necessary remediation or management measures in the risk management plan, Greenstone will submit a Record of Site Condition (RSC) as per under O.Reg. 153/04. The RSC will be compliance with any regulatory requirements under the Ontario Environmental Protection Act. Further documents required from the Client to support the filing of the RSC are as follows:

- Current Plan of Survey of the Site (i.e., RSC property).
- Letter from the Client's Lawyer confirming the legal description of the RSC property.
- Land transfer/deed documents.
- Owner's Certificate of Status.

It is important to note that the RSC will be filed by a Greenstone Professional Engineers of Ontario (PEO) or a Profession Geologist of Ontario, who are Qualified Persons as outlined in O. Reg 153/04.

Step 3. Final Reports

Greenstone will issue reports which will include executive summary, introduction, site description, methods and procedures, results and findings and related to the Phase II ESA and Risk Assessment work completed at the Gateway Property. The report will recommendations, including any supporting documentation in appendices. Details within the report will include an evaluation of all geological and analytical data in comparison to the applicable MECP standards, as well as prepare and issue a comprehensive Phase Two ESA summary report, inclusive of logs, data tables, analytical certificates, and figures. The Phase Two ESA report will be completed to meet the Table 1 – Mandatory Requirements for Phase Two Environmental Site Assessment Reports as presented in Schedule E, Part V of O. Reg. 153/04.

Greenstone will issue a separate letter document outline the feasibility of filing a RSC at the property based consultation with the City, MECP and stakeholders.

<p>Proponent to provide clear explanations of the planned approach required to achieve the deliverables.</p>	<p>Greenstone's approach will focus on communication with the City and MECP to exchange information and project considerations early in the planning process. At a minimum, Greenstone will provide formal project updates following each project milestone below:</p> <ul style="list-style-type: none"> • Step 1.1: City of Sault Ste. Marie Project Kick-off Meeting. • Step 1.2 Document Review and Inspection. • Step 1.3 MECP Pre-Consultation Meeting. • Step 1.4 Sampling and Analysis Plan (SAP). • Step 1.5 Field Investigation. • Step 1.6 Evaluation of the Need for Risk Assessment. • Step 1.7 Data Review and Option Analysis. • Step 1.8 Public Reference Material. • Step 2: Preparation of Record of Site Condition (RSC). • Step 3: Final Reports.
<p>Proponent to demonstrate knowledge and keen comprehension of the challenges and risks associated with the project.</p>	<p>Health and safety risks will be paramount during the field program. To mitigate the risks, Greenstone will implement industry best practices and procedures designed to keep workers safe while operating and the in vicinity of the equipment. Among the many aspects of drilling safety, some of the most important are project and daily safety meetings, appropriate personal protective equipment completion of private and public utility locates, maintaining adequate training in the use of all equipment for all workers, following all safety protocols while operating the equipment, and regularly inspecting it to ensure that it is in good working condition. Risk to public health and safety will be mitigated by ensuring the public does not enter the site during drilling operations.</p> <p>There is also a risk to utility infrastructure. To mitigate this risk, Greenstone will complete both private and public utility locates and maintain a safe drilling distance of over 4.0 metres from any utilities. Should conditions warrant drilling in the immediate vicinity of any buried utilities, Greenstone will recommend the use of hydro-excavation.</p> <p>To meeting the regulatory requirements of filing an RSC at the Gateway Property, an updated Phase One Environmental Site Assessment will be required. The costs to complete a Phase One ESA have not been included in Greenstone's costing.</p>

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
<p>Provide outline of your proposed project schedule., recognizing deliverables, progress meetings and timelines.</p>	<p>Task Estimated Timeline with Comments</p> <p>City of Sault Ste. Marie Project Kick-off Meeting. 1 week Greenstone is prepared to complete the in-person meeting immediately following authorization to proceed with the project.</p> <p>Preparation of Public Notices 1 week To confirm City expectations during kick-off meeting</p> <p>Document Review and Inspection. 2 weeks</p> <p>MECP Pre-Consultation Meeting 1 week Subject to availability of the MECP; however, Greenstone will schedule the meeting with the MECP immediately following authorization.</p> <p>Sampling and Analysis Plan 1 week Document to be released to City prior to implementation of field program.</p> <p>Phase Two Field Investigation 4 weeks Inclusive of all field work and laboratory results. Greenstone will complete a summary email to the City following the completion of each project investigate phase: test pitting, borehole drilling and monitoring well installation program, and then upon receipt of analytical results for the soil sampling and groundwater monitoring.</p> <p>Phase Two Report 2 weeks Draft report will be released for review by City.</p> <p>Evaluation of the Need for a Risk Assessment 2 weeks Summary of findings to be released to City.</p> <p>Data Review and Option Analysis 2 weeks Subject to availability of City. Greenstone will conduct this meeting in-person.</p> <p>Public Reference Material. 1 week To prepare reference material. City to determine extent length required for consultation.</p> <p>Preparation and submission of RSC Documents to MECP 2 weeks Subject to availability of supplemental documents from City and results of Phase Two ESA.</p> <p>MECP Response 2-3 months Submission is based on results of Phase Two ESA and</p>

PROPONENT CONTACT INFORMATION

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	Greenstone Engineering Ltd.
Office Address	67 Elgin St, Sault Ste. Marie, ON P6A 2Y4
Contact Name and Title	Christian Tenaglia, President
Contact Phone and Email	705.971.1563 ctenaglia@greenstoneengineering.ca
Name of Company's Authorized Signatory	Christian Tenaglia

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *
<p>Greenstone Engineering Ltd. (Greenstone) provides environmental engineering and consulting services across Northern Ontario and will be leading this project. Greenstone's head office is located within the Sault Ste. Marie, Ontario and is a privately owned firm with a satellite office in North Bay, Ontario. Greenstone has been in existence since 2021 and now consists of a team of nine highly skilled environmental consultants and technicians with over an aggregate of 100 years of experience in the environmental sector. Greenstone is dedicated to providing exceptional consulting services to manage and address environmental challenges for our clients with practical solutions. Greenstone focuses extensively in the environmental sector with specialization in Brownfield Land Redevelopment, Waste Management, Landfill Design and Monitoring, Phased Environmental Site Assessments, Risk Assessment and Remediation, and Natural Heritage Studies. Greenstone is a licensed engineering corporation with the Professional Engineers of Ontario (PEO) and authorized by the Association Professional Geoscientists of Ontario (APGO) to conduct geoscience.</p> <p>Representatives from Greenstone have extensive experience in ESAs and RSCs throughout Northern Ontario, with a specific focus in Sault Ste. Marie, Ontario and the Algoma Region. Three key team members for this project are licensed with the PEO or APGO which are Qualified Persons as outlined in O. Reg 153/04 based out of Sault Ste. Marie, Ontario. Greenstone team members have successfully filed numerous RSCs throughout Northern Ontario at various former commercial and industrial properties.</p> <p>Greenstone has partnered with Intrinsic Corp. (Intrinsic) to fulfill the Risk Assessment requirements of this project. Intrinsic is a science-based consulting firm specializing in providing expert advice to a wide range of clients on toxicology issues related to human health, the environment, and regulatory affairs for over 30 years. The scientific staff of Intrinsic includes more than 60 highly qualified professionals with experience that encompasses diverse areas of human and ecological toxicology, environmental fate and modelling, human health and ecological risk assessment, and risk communication. Intrinsic has applied the risk assessment paradigm to a variety of human health and ecological situations. Our work in this field has involved the use of computer programming and modelling to provide estimates of the total exposure of specific human and wildlife receptors to chemicals in various environmental media through several exposure routes (e.g., air, surface and ground water, sediments, surface and subsurface soils, dusts, plants, and agricultural/aquatic food chains). The scientific staff of Intrinsic is extremely knowledgeable of federal and provincial air, water, sediment and soil quality guidelines, objectives and criteria, and the procedures employed by various Canadian, American, and European government agencies to develop these values.</p> <p>Intrinsic has provided countless hours of consultation expertise on risk assessment projects. This expertise stems from leading large and small diverse risk assessment studies involving long term community exposures, spills or accidental releases, contaminated foods, soils and drinking water, residential and occupational exposures, amongst other scenarios. In addition, Intrinsic staff regularly collaborate with Indigenous communities on environmental issues of concern, including completing peer-reviews of risk assessment studies completed by industrial proponents or various other organizations.</p> <p>Intrinsic has significant experience in conducting risk assessments of contaminated properties in compliance with O. Reg. 153/04, as well as smaller due diligence risk assessments completed for transactional or due diligence purposes outside the regulatory framework. Intrinsic has several scientists that are qualified persons for risk assessment in Ontario (QPRA). We have completed hundreds of risk assessments in the Province of Ontario, including over 75 that were successfully accepted by the Ontario Ministry of the Environment, Conservation and Parks (MECP) under O. Reg. 153/04. In addition, Intrinsic has conducted hundreds of peer reviews of risk assessments on behalf of the MECP since 1996 as one of their Vendors of Record (VORs).</p>

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1	Past Project #2	Past Project #3
Project Owner	Tony Porco	Watters Environmental Group Inc. on behalf of 1140 Yonge Inc. Basil Wong, Vice President, Watters Environmental Group Inc.,	1000285353 Ontario Inc.. Attention: Steve Ficociello
Project Title	Phase I and II ESA and Due Diligence Risk Assessment Gateway Site - Area 1, Fish Hatchery - 10, 29, and 35 Canal Drive in Sault Ste. Marie, Ontario	Contaminated Site Risk Assessment for 1134 and 1140 Yonge Street, Toronto, Ontario	Reg 153/04 Phase One and Two Environmental Site Assessments and Record of Site Condition 551 Korah Road and 248 Prentice Avenue, Sault Ste. Marie, Ontario
Contract Value	\$60,000	Estimated \$90,000	Estimated \$40,000.00
Start and Completion dates	Start: September 2023 Completion: December 2023	Start: December 2021 Completion: January 2024.	Start: Fall 2022 with multiple supplemental investigation. Completion of final reporting and field program summer of 2024
Was the project completed on time? If not provide explanation	Yes	Yes	Yes
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)	<p>In the fall of 2023 Greenstone partnered with Intrinsic to complete a Phase I and II ESA, and Due Diligence Risk Assessment of Gateway Site – Area 1 Fish Hatchery in support of the internal due diligence associated with the potential acquisition and development of the property. Potentially contaminating activities (PCAs) resulting in areas of potential environmental concern (APECs) at the property included fill material of unknown quality, historic industrial settling ponds, as well as industrial operations on adjacent properties which consisted of scrap metal yard and chromium processing facility and a pulp and paper mill and power generation facility.</p> <p>This project included the advancement of 17 test pits and three boreholes, with twelve of the investigative locations being instrumented with groundwater monitoring wells. Soil and groundwater samples were assessed for COPC: volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), petroleum hydrocarbons (PHCs), metals, inorganics, and general chemistry parameters associated. The total value of this project was approximately \$60,000 and the project was completed within a period of 3 months.</p>	<p>Intrinsic completed a Human Health and Ecological Risk Assessment under O. Reg. 153/04 for a commercial property consisting of 1134 and 1140 Yonge Street, Toronto, Ontario to support the redevelopment of the property for residential land use. The property was formerly used for various commercial/industrial activities, including the manufacturing of armament shells. The risk assessment addressed concerns related to PAHs, PHCs, metals, and VOCs in soil and/or groundwater above the relevant Site Condition Standards. The risk assessment evaluated risks to human health via direct (oral, dermal, and inhalation of particulates) and indirect (inhalation of vapours in indoor and outdoor air) exposure to contaminants in soils. Risks associated with exposure to contaminants in groundwater were assessed through the inhalation of vapours in indoor and outdoor air, as well as direct and indirect exposure to groundwater for sub-surface workers. The risk assessment indicated that risk management measures were required to mitigate potential risks to residents associated with the migration of vapours to indoor air. This was to be achieved through the inclusion of an underlying parking garage and the associated ventilation system. The risk assessment also indicated that the presence of elevated concentrations of contaminants in soil represented a potential concern to residents, maintenance workers, and construction workers. Effects-based concentrations protective of each receptor and pathway were derived and a risk management plan was developed to mitigate risks through the use of fill/hard capping to prevent direct exposure to impacted soils. In addition, a health and safety plan were developed which included a requirement for the use of personal protective equipment (PPE) for</p>	<p>Greenstone has completed Phase One and Two ESAs for the property located at civic addresses 551 Korah Road and 248 Prentice Avenue, Sault Ste. Marie, Ontario. At the time this Phase Two ESA was conducted was vacant forested land and associated with former industrial activities. This Phase Two ESA was completed in accordance with O. Reg. 153/04 to support the land use change from industrial to residential. Potentially contaminating activities (PCAs) resulting in areas of potential environmental concern (APECs) consisted of a historical automotive servicing and repair facility, an underground storage tank and fill material of unknown quality. The investigation was completed from 2023 to 2024 and consisted of twenty-two boreholes, four of which were instrumented with groundwater monitoring well, as well as four test pits.</p> <p>Through consultation with the Client and the MECP, Greenstone was able to revise the property boundaries to limit the area requiring an RSC. This eliminated the requirement for the installation of additional groundwater monitoring wells and a remedial excavation. The MECP has accepted Greenstone's approach and Greenstone is collaborating with the Client for RSC compliance.</p> <p>The principal objective of the remedial excavation was to restore the designated areas' soil conditions to the full depth generic site condition standards for the COPC: PHC and BTEX. Remediation Verification Services were conducted between August 10 and October 13, 2022, and included a pre-construction survey including a topographic elevation profile to establish a base grade of the surface, decommissioning of groundwater monitoring wells located within the designated excavation zones, a pre-demolition Designated Substance Survey</p>

		<p>subsurface workers. This risk assessment was accepted under O. Reg. 153/04 in December 2023. The timeline for this project was from December 2021 to January 2024.</p>	<p>(DSS) of the pump house building and remedial of three designated area. Greenstone attended the Site while the ex-situ remedial activities were being conducted by the Client to complete the Remediation Verification Services. Remedial activities conducted at all three zones by the Client during Greenstone's attendance included the removal and disposal of a total of 6,487 cubic meters (m³) of PHC-impacted soil and the treatment of 406,700 liters of PHC-impacted water. Based on the analytical results of the confirmatory soil samples collected from the completed excavation surfaces within the designated excavation areas, Greenstone concludes that the remedial soil targeted MECP Site Condition Standards and the project-specific technical requirements have been met by the Client.</p>
--	--	---	--

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects with Public Agencies; of a similar size and scope; and completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name	Tony Porco	Milestone Environmental Contracting Inc. Quinn Pinder, Project Manager	Basil Wong, Vice President, Watters Environmental Group Inc.,
Contact Information (Phone; Email; Address)	Email: Tony@sisgroup.ca Phone: 705-759-5148	Quinn Pinder, Project Manager Email: quinnp@milestoneenv.ca Phone: 289.316.1870	Email: bwong@wattersenvironmental.com Phone: 416.361.2407
Detail of Reference Project	Phase I and II ESA and Due Diligence Risk Assessment Gateway Site - Area 1, Fish Hatchery - 10, 29, and 35 Canal Drive, Sault Ste. Marie, Ontario	Remedial Excavation and Verification Soil Sampling Program OPG Thunder Bay Power Generation Station, 1900 108th Avenue, Thunder Bay, Ontario	Contaminated Site Risk Assessment for 1134 and 1140 Yonge Street, Toronto, Ontario

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	# Years *	Responsibility *
Christian Tenaglia, M.Env.Sc., PM ₃ , P.Eng., QPESA	President	20	Project Manager and Technical Manager
Donald Cavan, M.Env.Sc., P.Geo., QPESA	Senior Hydrogeologist	15	Project Coordination and Technical Reviewer
Adam M. Safruk, Hon. B.Sc., M.E.S, QPRA	Senior Environmental Health Scientist	20	Senior Risk Assessor and QPRA
Alexandra Duchesne, M.E.Sc., P.Eng., QPESA	Project Manager	5	Project Coordination, Implementation of Field Program and Report Author
Nicholas Maya, Hon. B.Sc., M.Sc	Environmental Risk Analyst	7	Intermediate Risk Assessor
Elaine Larocque, Hon. B.Sc., M.Sc.	Environmental Risk Analyst	4	Junior Risk Assessor
Dominique Coutu, B.E.S.	Project Technologist	4	Project Technologist

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Resume \(CV\) of Team Member\(s\)](#) - Christian Tenaglia Master Resume 2024.pdf - Tuesday October 22, 2024 15:49:38
- [Schedule Plan](#) - Schedule Plan.pdf - Tuesday October 22, 2024 15:53:23
- [Task-Cost Matrix](#) - Cost.pdf - Tuesday October 22, 2024 15:51:37
- [Additional Document](#) - 24209 - City of SSM - Gateway Site RSC Proposal.pdf - Tuesday October 22, 2024 15:50:25

Addenda, Terms and Conditions

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 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 further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Christian Tenaglia, President, Greenstone Engineering Ltd.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
2024CDE-02-P Addendum 1 Thu October 10 2024 04:00 PM	<input checked="" type="checkbox"/>	3

CHRISTIAN TENAGLIA, M.ENV.SC., PM₃, P.ENG., QP_{ESA}

705-971-1563

chris@greenstoneengineering.ca

PROFESSIONAL SUMMARY

Christian has worked in the environmental sector for approximately 19 years and has extensive experience in Brownfield Redevelopment, Phase I and Phase II Environmental Site Assessments (ESAs), Detailed Site Investigations, Record of Site Conditions, Soil Vapour Assessments, Risk Assessment and Remediation. In addition, is proficient in waste management compliance, excess soils management, waste disposal and characterization, waste handling and transportation, landfill management and design and monitored natural attenuation. Christian holds a Bachelor of Engineering Science from the University of Western Ontario and a Master of Environmental Science from the University of Toronto. He is also a Qualified Person in accordance with the Ministry of Environment, Conservation and Parks (MECP) as per Ontario Regulation (O. Reg.) 153/04 and O. Reg. 406/19 and is also a licensed professional engineer with the Professional Engineers of Ontario. Christian is also a licensed petroleum mechanic (PM₃) with the Technical Standards and Safety Authority (TSSA) and is a licensed water well technician (Class 3) with the MECP as per O. Reg. 903.

EDUCATION

- Master of Environmental Science, University of Toronto, 2009
- Bachelor of Engineering Science – Biochemical Engineering, University of Western Ontario, 2004

PROFESSIONAL DEVELOPMENT

- Workplace Hazardous Information Management System
- Transportation of Dangerous Goods
- Standard First Aid – Level A CPR
- All Terrain Vehicle Certification
- Chainsaw Operator Safety Awareness
- Fall Arrest
- Manlift Operator Certified
- Type I, II and III Asbestos Worker Certified
- Class 3 Licensed Water Well Technician (MECP, O. Reg. 903)
- Petroleum Mechanic Helper (TSSA PM₃)



PROFESSIONAL ASSOCIATIONS

- Professional Engineer of Ontario (P.Eng.)
- Ontario Society of Professional Engineers
- MECP Qualified Person

PROFESSIONAL EXPERIENCE

PRESIDENT, GREENSTONE ENGINEERING LTD., 2021 – PRESENT

MANAGING DIRECTOR, NORPRO ENVIRONMENTAL INC. AND LAJOIE BROS. CONTRACTING LTD., 2021 – PRESENT

- Develop and execute the company's business strategies to attain goals and provide strategic advice to the board and shareholders.
- Prepare and implement comprehensive business plans and lead planning for cost-effective operations and market development activities.
- Establish company policies and legal guidelines.
- Build long term, trusting relationships with shareholders, business partners and authorities and oversee all facets of financial performance, investments, and other business ventures.
- Ensure performance appraisal, training, and professional development activities for all staff.
- Responsible for all technical aspects of service delivery and maintenance of all compliance related permits with the TSSA and MECP.

DIRECTOR OF NORTHEASTERN ONTARIO, ENVIRONMENTAL DUE DILIGENCE & REMEDIATION, PINCHIN LTD., 2012 – 2021

- Conducted numerous Phase I and Phase II ESAs. Knowledge and extensive experience in Phase I and II ESA Ontario guidelines and regulatory documents (CAN/CSA Z768-01, CAN/CSA Z769-00, O. Reg. 153/04).
- Completed investigative borehole drilling, groundwater monitoring well installations, test pit excavations and comprehensive soil and groundwater sampling programs at contaminated sites for municipal, provincial, and private sector clients.
- Conducted numerous environmental site remediations at downstream petroleum impacted sites in accordance with the Ontario Ministry of Environment's "*Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario 1996*". Project experience included working for with downstream petroleum properties, being employed on several large-scale remedial excavations, involving multiple source impacts and complex soil matrices.
- Project management, overseeing field activities, data review and interpretation, budget management and proposal submission.



- Developing remedial programs for a variety of environmental spills, including leaking residential fuel tanks, overfills, traffic accidents, etc.
- Oversight and management of Sault Ste. Marie, Thunder Bay, Sudbury, and Timmins operations with supervision capacity of approximately 40 staff and all core functions and practices for Pinchin including strategic business development, sales, marketing, human resource management, health and safety and financing.

ENVIRONMENTAL ENGINEER/ASSISTANT OFFICE MANAGER, M.R. WRIGHT & ASSOCIATES CO. LTD., 2009 – 2011

- Conducted numerous Phase I and Phase II ESAs. Knowledge and experience in Phase I and II ESA Ontario guidelines and regulatory documents (CAN/CSA Z768-01, CAN/CSA Z769-00, O. Reg. 153/04).
- Completed investigative borehole drilling, groundwater monitoring well installations, test pit excavations and comprehensive soil and groundwater sampling programs at contaminated sites for municipal, provincial and private sector clients.
- Conducted numerous environmental site remediations at downstream petroleum impacted sites in accordance with the Ontario Ministry of Environment's (MOE) "*Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario 1996*".
- Project management, overseeing field activities, data review and interpretation, budget management and proposal submission.
- Environmental landfill leachate monitoring, instrumentation and annual impact monitoring of several natural attenuating (active and closed) landfill sites. Compared analytical results to the applicable MOE standards (Ontario Drinking Water Standards, Provincial Water Quality Objectives and Guideline B-7) and reported interim findings to the client.
- Developing remedial programs for a variety environmental spills, including leaking residential fuel tanks, overfills, traffic accidents, etc.

ENVIRONMENTAL ENGINEER/PROJECT MANAGER, AMEC EARTH & ENVIRONMENTAL, 2006 – 2009

- Conducted numerous Phase I and Phase II Environment Site Assessments. Knowledge and experience in Phase I and II ESA Ontario guidelines and regulatory documents (CAN/CSA Z768-01, CAN/CSA Z769-00, Ontario Regulation 153/04).
- Completed investigative borehole drilling, groundwater monitoring well installations, test pit excavations and comprehensive soil and groundwater sampling programs at contaminated sites for municipal, provincial and private sector clients.



- Conducted numerous environmental site remediations at downstream petroleum impacted sites in accordance with the MOE's "*Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario 1996*". Project experience included working for a large national client (Imperial Oil) in the petroleum industry, being employed on several large-scale remedial excavations, involving multiple source impacts and complex soil matrices.
- Spill Prevention and Contingency Plan development for municipal and industrial regulated sites in accordance with O. Reg. 224/07. Identifying, characterizing, and assessing ecological risks associated with pollutants and their likelihood to cause an adverse affect if spilled. Outlining management and prevention measures to reduce and mitigate risk with respect to the storage of chemicals.
- Project management, overseeing field activities, data review and interpretation, budget management and proposal submission. A variety of roles at different levels of project management were held (i.e., lead supervisor for a water treatment plant with several staff and an annual budget >300K, large to medium projects with key milestone billing requirements and multiple tasks and deliverables, as well as small projects for individual clients meeting specific budgeting and management needs, such as daily/weekly activity updates, updated budget tracking, invoicing, etc.).
- Environmental landfill leachate monitoring, instrumentation, and annual impact monitoring of several natural attenuating (active and closed) landfill sites. Compared analytical results to the applicable MOE standards (Ontario Drinking Water Standards, Provincial Water Quality Objectives and Guideline B-7) and reported interim findings to the client.
- Conducted Class Environmental Assessments (EA) (Category B) for a large government organization. Includes the assessment of actual and potential environmental impacts associated with a proponent's undertaking, including the mitigation of such impacts during the Class EA process. Public consultation with applicable stakeholders and regulatory groups are necessary based on the characteristics of the undertaking.
- Developing remedial programs for a variety of environmental spills, including leaking residential fuel tanks, overfills, train derailments, traffic accidents, etc.

WASTE OPERATIONS MANAGER, KEITH R. THOMPSON INC., 2005 – 2006

- Manage all importing and exporting of hazardous/non-hazardous solid and liquid industrial waste for a well establish waste transfer site.
- Waste characterization and identification with respect to MOE standards for all organic and inorganic waste types.



- Scheduling of workers for waste pickups and deliveries for clients.
- First response spill technician, employing various means of onsite spill containment techniques of hazardous products in emergency situations. This includes some post spill remedial activities involving various types of construction projects, soil sampling and proper documentation.
- Updating, maintaining, and amending procedure manuals, training manuals and Certificates of Approval for Generator, Receiver and Carrier licenses.
- Provide training to employees for WHIMIS, TDG and MOE Manifesting.
- Yard maintenance and upkeep of secondary containment units of tank farm.
- Transfer of waste product either in bulk or drums by use of pumper trucks, vacuum trucks, diaphragm, and gear pumps.
- Knowledge and use of the *Environmental Protection Act* R.R.O. 1990 Regulation 347 General Waste Management and its amendment O. Reg. 558/00, as well as the MOE Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste.
- Proficiency and experience using the MOE Hazardous Waste Identification Network.

FOREST FIRE FIGHTER (SEASONAL), MINISTRY OF NATURAL RESOURCES, 2005

- Practiced all forest fire suppression techniques from every position on a Fire Crew during initial attack of forest fires.
- Felling danger trees and cutting trail with chainsaws and other heavy equipment.
- Guiding and assisting aircraft.
- Managing daily fire line operations and briefing assignments and tasks to crews.
- Training employees in suppression techniques, equipment use and maintenance.
- Administrative work such as cost reports, fire reports, crew audits, and crew information and injury reports.
- Assessing danger situations in stressful and compromising environments, as well as making quick decisions and developing safe action plans for crews.

LABORATORY TECHNICIAN, VIZON SCITEC INC., 2004 – 2005

- Laboratory technician in the mining and acid rock drainage department.
- Extractive metallurgy involving humidity cells and leaching experiments.
- Mineral processing and routine analysis.
- Inorganic and organic analytical chemistry.



- Soil sizing, grinding, pulverization and other sample preparation techniques.
- pH and conductivity testing.
- Small scale project management with submission deadlines and business objectives.
- Business organization and economic feasibility research for upcoming projects.

PROJECT EXPERIENCE

ENGINEERING CONSULTING & PROJECT MANAGEMENT

- Familiar with and ability to interpret applicable federal and provincial environmental regulations and acts, environmental sampling protocols of soil, groundwater, surface water, and air quality, as well as best industry practices and sample quality control procedures. Fluent in the use of many environmentally related ASTM, CSA, CCME and USEPA documents and standards.
- Completing Phase I through III ESAs. Knowledge and experience of Ontario site assessment guidelines and regulatory documents (CSA Z768-01, CSA Z769-00, Ontario Regulation 153/04, O.; Reg. 511/09, TSSA, Environmental Management Protocol for Fuel Handling Sites in Ontario, etc.). Developing conceptual site models for use in site assessment and Brownfields Redevelopment with respect to various site contaminants, receptors and pathways.
- Completing Designated Substance Surveys and monitoring programs to identify hazardous materials with respect to the *Occupational Health and Safety Act* (i.e., lead, asbestos, polychlorinated biphenyls, benzene, etc.).
- Completing mould assessment and monitoring programs to identify mould impacts, mould types at the genus level, hazardous and poor indoor air quality environments with respect to mould growth and the Mould Guidelines for the Canadian Construction Industry, and to develop mould remediation strategies and sampling plans.
- Provide peer reviews of engineering documents for litigation services and providing expert opinion and testimony for court filings.
- Preparing and filing Records of Site Condition in accordance with O. Reg. 153/04 and the MECPs Brownfields Environmental Site Registry.
- Ability to complete detailed investigative borehole drilling, groundwater monitoring well installations, test pit excavations and comprehensive soil, surface water and groundwater sampling programs at contaminated sites for a wide variety of municipal, provincial, and private sector clients.
- Spill Prevention and Contingency Plan development for municipal and industrial regulated sites in accordance with O. Reg. 224/07. Identifying, characterizing, and assessing ecological and human health



risks associated with pollutants and their likelihood to cause an adverse affect if spilled. Outlining management and prevention measures to reduce and mitigate risk with respect to the storage and usage of chemicals.

- Conducting Class EAs (Category B) for provincial government organizations. Including the assessment of actual and potential environmental impacts associated with a proponent's undertaking, including the mitigation of such impacts during the Class EA process. Providing public consultation with applicable stakeholders and regulatory groups as necessary based on the characteristics of the undertaking.
- Developing remedial programs and contaminant management plans for a variety of environmental spills, including leaking residential fuel tanks, overfills, train derailments, traffic accidents, etc.
- Preparation and submission to the MECP, applications for Certificates of Approval for waste transfer stations and waste treatment systems.
- Environmental landfill leachate monitoring, instrumentation, and annual impact monitoring of natural attenuating (active and closed) landfill sites. Comparison of leachate analytical results to the applicable MECP standards (Ontario Drinking Water Standards, Provincial Water Quality Objectives and Guideline B-7) and reporting interim findings to clients.
- Preparing proposals, cost estimates, annual monitoring reports and assessment reports for all environmental projects, including the assessment and interpretation of analytical results, and preparing recommendations for additional assessment and monitoring.
- Conducting Environmental Site Remediations at a variety of contaminated sites in accordance with the MOE's *"Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario 1996"*. Project experience included working with large national clients in the petroleum industry, being employed on several large scale soil and groundwater remediations, involving multiple source impacts and complex soil matrices and hydrogeology.

ENVIRONMENTAL CONTRACTING AND ABATEMENT

- Completed all functions for a water well drilling company, including labourer, drillers helper and lead driller, with project specialty in environmental and geotechnical drilling using a Geoprobe 7822 DT drill rig. Completed all drilling and test hole installation work in accordance with O. Reg. 903.
- Competent in Type I and II asbestos abatement in accordance with O. Reg. 278. Completed all functions from the supervisory role to the worker role. Ensuring all safety and waste management components are complied with for all low, medium and high risk asbestos abatement projects.



PETROLEUM CONTRACTING

- Complete all functions of a petroleum mechanic helper (PMH) in accordance with TSSA legislation (Liquid Fuels Handling Code), such as replacement and repair of all hanging hardware for aboveground systems.
- Design and estimating for retail and private petroleum distribution systems.
- Installation of real time fuel data supply and management systems (GIR).

WASTE HANDLING & MANAGEMENT INDUSTRY

- Importing and exporting of hazardous/non-hazardous solid and liquid industrial wastes streams to and from waste generators/receivers. Including experience in meeting licensing and transportation requirements with respect to the MECP and the *Transportation of Dangerous Goods Act*.
- Waste characterization and identification with respect to MECP standards for all organic and inorganic waste types in accordance with o. Reg. 347, O. Reg. 558/00, and the Registration Guidance Manual for Generators of liquid Industrial and Hazardous Waste.
- Updating, maintaining, and amending procedure manuals, training manuals and Certificates of Approval for waste generators, receivers, and carrier licenses.
- Proficiency and experience using the MECP's Hazardous Waste Identification Network (HWIN).
- Providing training to waste handling employees for Workplace Hazardous Materials Information System, Transportation of Dangerous Goods and HWIN Manifesting.

EMERGENCY SPILL RESPONSE

- Assessing emergency situations in stressful, dangerous, and compromising environments, as well as making quick decisions and developing safe action plans for crews and affected individuals (i.e., first aid response, evacuations, etc.).
- Identifying immediate emergency spill response requirements, crew deployment, containment strategies, and impact assessment.
- Provide spill prevention and contingency plans to large industrial clients to meet internal due diligence requirements, as well as regulated requirements to have a level of preparedness acceptable to manage, mitigate and remediate a variety of spills to soil, water or air, small or large, and involving a wide variety of contaminants.
- Regulatory liaison during spill events on behalf of clients. Including proper spill reporting, documentation, and necessary communications to the applicable regulatory bodies.



ANALYTICAL LABORATORY EXPERIENCE

- Soil sizing, grinding, pulverization, characterization, and other sample preparation techniques for a wide variety of environmental and geological purposes (Le., environmental soil quality parameter characterization, geotechnical strength analyses, mining, and acid rock drainage experience)
- Familiarity with general inorganic and organic chemistry analytical laboratory testing methods, as well as laboratory accreditation and certification requirements.
- Sample shipping, chains of custody, reception, and transportation to maintain full sample integrity (i.e., hold times, breakage, proper analyses and methods, custody sealing, temperatures, etc.) for both soil and water media.

HEALTH & SAFETY

- Past management role as representative for employer's Joint Health & Safety Committee and has completed the Part One of Certification (Basic Certification Training) in accordance with the Workplace Safety & Insurance Board.
- Proficient at performing tailgate/daily/weekly/monthly cursory and detailed environmental health and safety meetings for a variety of individuals in the workplace, ranging from contractors in industrial settings to individual workers in remote settings.
- Currently no lost time injuries under my direct supervision.

SCHEDULE PLAN

Greenstone is proposing the schedule plan below:

Table 1: Estimated Timeline for Tasks Required for Phase Two ESA		
Task	Estimated Timeline	Comments
City of Sault Ste. Marie Project Kick-off Meeting.	1 week	Greenstone is prepared to complete the in-person meeting immediately following authorization to proceed with the project.
Preparation of Public Notices	1 week	To confirm City expectations during kick-off meeting
Document Review and Inspection.	2 weeks	Includes submittal to City.
MECP Pre-Consultation Meeting	1 week	Subject to availability of the MECP; however, Greenstone will schedule the meeting with the MECP immediately following authorization.
Sampling and Analysis Plan	1 week	Document to be released to City prior to implementation of field program.
Phase Two Field Investigation	4 weeks	Inclusive of all field work and laboratory results. Greenstone will complete a summary email to the City following the completion of each project investigate phase: test pitting, borehole drilling and monitoring well installation program, and then upon receipt of analytical results for the soil sampling and groundwater monitoring.
Phase Two Report	2 weeks	Draft report will be released for review by City.
Evaluation of the Need for a Risk Assessment	2 weeks	Summary of findings to be released to City.
Data Review and Option Analysis	2 weeks	Subject to availability of City. Greenstone will conduct this meeting in-person.
Public Reference Material.	1 week	To prepare reference material. City to determine extent length required for consultation.
Preparation and submission of RSC Documents to MECP	2 weeks	Subject to availability of supplemental documents from City and results of Phase Two ESA.
MECP Response	2-3 months	Submission is based on results of Phase Two ESA.

Greenstone estimated the Phase Two ESA and related tasks will be completed within 3 months.

Please note that the MECP will require an updated Phase One ESA to accept the RSC and submission and acceptance of the RSC to the MECP will be dependent on the results of the investigation as well as risk assessment and remediation requirements.

COST ESTIMATE

Table 1: Cost Estimate for Phase Two Environmental Site Assessment	
Tasks	Costs (CDN \$)
Step 1.1: City of Sault Ste. Marie Project Kick-off Meeting	\$750.00
Step 1.2: Document Review and Inspection	\$2,000.00
Step 1.3: MECP Pre-Consultation Meeting	\$1,000.00
Step 1.4: Sampling and Analysis Plan (SAP)	\$1,250.00
Step 1.5: Field Investigation	\$49,000.00
Step 1.6: Evaluation of the Need for Risk Assessment	\$4,500.00
Step 1.7: Data Review and Option Analysis	\$2,500.00
Step 1.8 Public Reference Material	\$2,500.00
Step 2: Preparation and Filing of Record of Site Condition (RSC)	\$2,000.00
Step 3: Final Reports	\$3,500.00
TOTAL (excluding HST)	\$66,500.00



Request for Proposal: 2024CDE-02-P

**Professional Services: Gateway Property
Environmental Site Assessment**

Property: 29 Bay Street, Sault Ste. Marie, Ontario

The Corporation of the City of Sault Ste. Marie

99 Foster Drive

Sault Ste. Marie, ON P6A 5X6

October 22, 2024

Project Reference Number: 24209

© 2024 Greenstone Engineering Ltd. | 67 Elgin Street | Sault Ste. Marie, Ontario | P6A 2Y4

Earth. Engineering. Environment.



INTRODUCTION

Further to the Request for Proposal “*Professional Services – Gateway Property Environmental Site Assessment*”, Greenstone Engineering Ltd. (Greenstone) is pleased to submit the following proposal to complete a Phase Two Environmental Site Assessment (ESA), Risk Assessment, and preparation of a Record of Site Condition (RSC) on the Gateway Site located at 29 Bay Street, Sault Ste. Marie, Ontario (the “Gateway Property”).

The intent of the proposed Phase II ESA, Risk Assessment, and RSC in compliance with Ontario Regulation 153/04 (O. Reg. 153/04), is to support future land development and/or property sale of the Gateway Site Parcels Two and Three.

COMPANY OVERVIEW

Greenstone Engineering Ltd. (Greenstone) provides environmental engineering and consulting services across Northern Ontario and will be leading this project. Greenstone’s head office is located within the Sault Ste. Marie, Ontario and is a privately owned firm with a satellite office in North Bay, Ontario. Greenstone has been in existence since 2021 and now consists of a team of nine highly skilled environmental consultants and technicians with over an aggregate of 100 years of experience in the environmental sector. Greenstone is dedicated to providing exceptional consulting services to manage and address environmental challenges for our clients with practical solutions.

Greenstone focuses extensively in the environmental sector with specialization in Brownfield Land Redevelopment, Waste Management, Landfill Design and Monitoring, Phased Environmental Site Assessments, Risk Assessment and Remediation, and Natural Heritage Studies. Greenstone is a licensed engineering corporation with the Professional Engineers of Ontario (PEO) and authorized by the Association Professional Geoscientists of Ontario (APGO) to conduct geoscience.

Representatives from Greenstone have extensive experience in ESAs and RSCs throughout Northern Ontario, with a specific focus in Sault Ste. Marie, Ontario and the Algoma Region. Three key team members for this project are licensed with the PEO or APGO which are Qualified Persons as outlined in O. Reg 153/04 based out of Sault Ste. Marie, Ontario. Greenstone team members have successfully filed numerous RSCs throughout Northern Ontario at various former commercial and industrial properties.

Greenstone has partnered with Intrinsic Corp. (Intrinsic) to fulfill the Risk Assessment requirements of this project. Intrinsic is a science-based consulting firm specializing in providing expert advice to a wide range of clients on toxicology issues related to human health, the environment, and regulatory affairs for over 30 years. The scientific staff of Intrinsic includes more than 60 highly qualified professionals with experience that encompasses diverse areas of human and ecological toxicology, environmental fate and modelling, human health and ecological risk assessment, and risk communication. Intrinsic has



applied the risk assessment paradigm to a variety of human health and ecological situations. Our work in this field has involved the use of computer programming and modelling to provide estimates of the total exposure of specific human and wildlife receptors to chemicals in various environmental media through several exposure routes (e.g., air, surface and ground water, sediments, surface and subsurface soils, dusts, plants, and agricultural/aquatic food chains). The scientific staff of Intrinsik is extremely knowledgeable of federal and provincial air, water, sediment and soil quality guidelines, objectives and criteria, and the procedures employed by various Canadian, American, and European government agencies to develop these values.

Intrinsik has provided countless hours of consultation expertise on risk assessment projects. This expertise stems from leading large and small diverse risk assessment studies involving long term community exposures, spills or accidental releases, contaminated foods, soils and drinking water, residential and occupational exposures, amongst other scenarios. In addition, Intrinsik staff regularly collaborate with Indigenous communities on environmental issues of concern, including completing peer-reviews of risk assessment studies completed by industrial proponents or various other organizations.

Intrinsik has significant experience in conducting risk assessments of contaminated properties in compliance with O. Reg. 153/04, as well as smaller due diligence risk assessments completed for transactional or due diligence purposes outside the regulatory framework. Intrinsik has several scientists that are qualified persons for risk assessment in Ontario (QPRA). We have completed hundreds of risk assessments in the Province of Ontario, including over 75 that were successfully accepted by the Ontario Ministry of the Environment, Conservation and Parks (MECP) under O. Reg. 153/04. In addition, Intrinsik has conducted hundreds of peer reviews of risk assessments on behalf of the MECP since 1996 as one of their Vendors of Record (VORs).

PROJECT UNDERSTANDING

The City of Sault Ste. Marie would like to complete a Phase Two Environmental Site Assessment (ESA) and prepare a RSC at the Gateway Property, located at 29 Bay Street, Sault Ste. Marie, Ontario. The property is a 3.6 hectare vacant former industrial property located southwest of the intersection of Gore Street and Bay Street in Sault Ste. Marie, Ontario.

To change the Gateway Property land use to a more stringent land use (i.e., to residential), an RSC is a mandatory requirement in the Province of Ontario as required by the Ministry of Environment, Conservation and Parks (MECP). The intent of the Phase Two ESA is to characterize subsurface conditions at the Gateway Property to evaluate potential remedial options and risk management measures to support the potential filing of an RSC, redevelopment and/or divestiture of the property.



PLANNED APPROACH AND METHODOLOGY

Greenstone's approach and methodology will focus on communication with the City and MECP to exchange information and project considerations early in the planning process. At a minimum, Greenstone will provide formal project updates following each project milestone below:

- Step 1.1: City of Sault Ste. Marie Project Kick-off Meeting.
- Step 1.2 Document Review and Inspection.
- Step 1.3 MECP Pre-Consultation Meeting.
- Step 1.4 Sampling and Analysis Plan (SAP).
- Step 1.5 Field Investigation.
- Step 1.6 Evaluation of the Need for Risk Assessment.
- Step 1.7 Data Review and Option Analysis.
- Step 2: Preparation of Record of Site Condition (RSC).
- Step 3: Final Reports.

Step 1.1: City of Sault Ste. Marie Project Kick-off Meeting.

The purpose of the kick-off meeting will be to help promote the exchange of information and development considerations early in the planning process. Greenstone will schedule an in-person meeting with relevant City officials to discuss the project scope and objectives. Discussion points in the meeting will include project objectives, priority development and divestiture areas, as well as an in-depth discuss on the Record of Site Condition (RSC) process, the Phase Two Environmental Site Assessment (ESA) investigation scope of work, schedule, as well as potential remedial options and risk management measures. Greenstone confirm the Public Notice requirements of the City of Sault Ste. Marie for this project during this meeting. All public notices will be submitted for approval from a designated City official prior to issuance.

Step 1.2 Document Review and Inspection

Greenstone will complete an inspection of the Gateway Property, review all available current and historical information, including fire insurance plans, aerial photographs, available previous environmental reports and conduct interviews with relevant City officials to determine potentially contaminating activities (PCAs) on and in the vicinity of the Gateway Property. The findings of the document review and inspection will be used to establish areas of potential environmental concern (APECs) at the property.

Greenstone will provide a letter to the City summarizing the findings of the document review and inspection, which will include figures, and relevant historical documents. Any regulatory deficiencies with respect to the historical information reviewed, in order to comply with O.Reg. 153 and the RSC filing process, will be identified at this time and reported to the City.



Step 1.3 MECP Pre-Consultation Meeting

The purpose of the pre-consultation meeting will be to engage the MECP to provide preliminary comments on the overall project. The meeting will include commentary on the scope of work, identify any key issues and comment on approaches to mitigate the costs of the RSC, such as land severances to remove the waterbody centrally located creek from the RSC property. Greenstone will provide the City a summary letter of the pre-consultation meeting.

Step 1.4 Sampling and Analysis Plan (SAP)

Greenstone will prepare a SAP to ensure the Phase Two ESA will adequately assess all areas of the Gateway Property where contaminants may be present in land or water on, in or under the property. The SAP will outline the sampling plan and procedures for the field component of the Phase Two ESA.

- Objectives and Sampling Design: Project overview, goals and objectives, sampling system and rationale, contaminants of potential concern (COPC), as well as investigative procedures and locations based on the findings of Greenstone Document Review and Pre-Consultation Meetings. The design will also be inclusive of test pit, borehole and groundwater monitoring well locations.
- Completion of site sensitivity characterization of the property: Potable supply, land use, pH, soil texture, natural environment sensitivity, etc., in order to confirm the applicable standards identified in the MECP document entitled *"Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act"*, dated April 15, 2011
- Field Procedures: Sampling frequency and points, field forms, data collection standard operating procedures including field screening and monitoring well development.
- Laboratory Analytical Requirements
- The quality assurance and quality control (QA/QC) program to be implemented during the investigation which will include, but not be limited to, the calibration of field equipment, decontamination of sampling tools, field duplicates and management of samples under chain of custody and seal with temperature control.
- Preparation of a SAP Report.

Step 1.5 Field Investigation

Utilizing the sampling and analysis plan, Greenstone's investigation will consist of the following:

- The Phase Two ESA will be completed in accordance with O. Reg. 153/04, and in accordance with the document developed by the Ministry of Environment, Conservation and Parks (MECP) entitled *"Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario"*, dated December 1996.
- Issue public notices as required by the City.
- Completion of private and public utility locates prior to identify the presence of underground and overhead utilities.
- Advance a total fifteen (15) test pits and eight (8) boreholes across the APECs to assess soil and groundwater conditions on the property. The eight (eight) borehole locations will each be instrumented with a monitoring well in accordance with Ontario Regulation 903. The test pits



will be advanced using a track-mounted excavator and the boreholes will be advanced using a track-mounted drill equipped with direct push continuous split spoon assembly and hollow stem augers. The boreholes will be advanced to a maximum depth of 4.5 to 6.1 meters below ground (mbg), or until excavating or drilling refusal is met, or groundwater table interception is achieved. All monitoring wells will be screened across shallow groundwater aquifer interface and will be fitted with a flushmount protective cover.

- Field screen all the collected soil samples for the presence or absence of environmental impacts using a calibrated photo-ionization detector (PID) and record all visual and olfactory observations and geological conditions.
- Submit a minimum of one worst-case soil sample (based on field screening results) from each borehole for laboratory analysis of the COPCs. For the purpose of this request for propose, Greenstone has utilized the following COPCs based on their knowledge of conditions at the Gateway Property: petroleum hydrocarbons (PHCs) fractions F1 to F4 (F1-F4), polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), metals and hydride forming metals. All samples will be submitted to an accredited laboratory under chain of custody. One soil field duplicate for all COPCs will be submitted for analysis for every 10 samples.
- Complete site sensitivity characterization of the property including potable supply, land use, pH, soil texture, natural environment sensitivity, etc., in order to confirm the applicable standards identified in the MECP document entitled "*Soil, Ground Water and Sediment Standards For Use Under Part XV.1 of the Environmental Protection Act*", dated April 15, 2011.
- All monitoring wells will be developed using dedicated inertial footvalves and Waterra tubing. Once development activities are completed all wells will be sampled for their corresponding COPCs noted above. All sampling activities will be completed by general low flow methods using a peristaltic pump and dedicated Waterra tubing. Well development and sampling activities will include groundwater level monitoring using an interface probe to measure the static groundwater elevation within each monitoring well and the presence of any non-aqueous phase liquids (NAPL). A trip blank for VOC parameters will be collected during the groundwater sampling program and one groundwater field duplicate for all COPCs will be submitted for analysis.
- Complete an elevation survey of all well casings relative to a geodetic elevation. All groundwater level data will be correlated to monitoring well elevation data to establish groundwater flow contours.
- A QA/QC program will be implemented during the investigation and will include, but not be limited to, the calibration of field equipment, decontamination of sampling tools, field duplicates, blanks and management of samples under chain of custody and seal with temperature control.



- Greenstone will complete a summary email to the City following the completion of each project investigate phase: test pitting, borehole drilling and monitoring well installation program, and then upon receipt of analytical results for the soil sampling and groundwater monitoring.
- Complete an evaluation of all geological and analytical data in comparison to the applicable MECP standards, as well as prepare and issue a comprehensive Phase Two ESA summary report, inclusive of logs, data tables, analytical certificates, and figures. The Phase Two ESA report will be completed to meet the Table 1 – Mandatory Requirements for Phase Two Environmental Site Assessment Reports as presented in Schedule E, Part V of O. Reg. 153/04.

It should be noted that in order to file an RSC (with or without a Risk Assessment), full lateral and vertical delineation of any contaminants above the applicable site condition standards, in both soil and groundwater, will be required to comply with O.Reg. 153/04. The above scope of work is limited to an initial investigation. Supplemental Phase Two investigation activities may be required in order to complete the delineation requirements, and are not considered within the current scope of work as proposed.

Step 1.6 Evaluation of the Need for Risk Assessment

Should the site characterization activities identify concentrations of chemicals in soil and/or groundwater in excess of the applicable Site Condition Standards, a preliminary assessment of potential risks will be conducted to identify the receptors and exposure pathways of potential concern, and the need for risk management measures (RMMs) to mitigate risks to these receptors. This will assist the determination whether remediation activities to reduce concentrations of chemicals in soil and/or groundwater to meet the Standards is necessary, or if the completion of a risk assessment (RA) and the implementation of RMMs to address risks and allow for contamination to be left in place is a more desirable option. This assessment will be conducted through a comparison of concentrations of those chemicals in soil and groundwater that exceeded the applicable Standards to MECP effects-based component values derived to be protective of human health and the environment.

Step 1.7 Data Review and Option Analysis

Greenstone will schedule an in-person meeting with the City to review the findings of the Phase Two ESA inclusive of interpretation of laboratory results and comparison with regulatory standards. The meeting will review potential next steps based on the City project objectives with consideration to the Phase II ESA analytical results and risk based options. Potential next steps may include supplemental consultation with the MECP, a risk assessment, remediation, supplemental monitoring and/or land severances.

Step 1.8 Public Reference Material: Production and distribution of public notices, as required, including presentation material (summary PowerPoint) for Public Information Centres and City website. Greenstone will also collect the analysis of all agency and public feedback, questionnaires, and subsequent responses.



Step 2: Preparation of Record of Site Condition (RSC)

Following the completion of the Phase Two ESA and addressing any necessary remediation or management measures in the risk management plan, Greenstone will submit a Record of Site Condition (RSC) as per under O.Reg. 153/04. The RSC will be compliance with any regulatory requirements under the Ontario Environmental Protection Act. Further documents required from the Client to support the filing of the RSC are as follows:

- Current Plan of Survey of the Site (i.e., RSC property).
- Letter from the Client's Lawyer confirming the legal description of the RSC property.
- Land transfer/deed documents.
- Owner's Certificate of Status.

It is important to note that the RSC will be filed by a Greenstone Professional Engineers of Ontario (PEO) or a Profession Geologist of Ontario, who are Qualified Persons as outlined in O. Reg 153/04.

Step 3. Final Reports

Greenstone will issue reports which will include executive summary, introduction, site description, methods and procedures, results and findings and related to the Phase II ESA and Risk Assessment work completed at the Gateway Property. The report will recommendations, including any supporting documentation in appendices. Details within the report will include an evaluation of all geological and analytical data in comparison to the applicable MECP standards, as well as prepare and issue a comprehensive Phase Two ESA summary report, inclusive of logs, data tables, analytical certificates, and figures. The Phase Two ESA report will be completed to meet the Table 1 – Mandatory Requirements for Phase Two Environmental Site Assessment Reports as presented in Schedule E, Part V of O. Reg. 153/04.

RELAVANT PROJECTS

Phase I and II ESA and Due Diligence Risk Assessment

Gateway Site - Area 1, Fish Hatchery - 10, 29, and 35 Canal Drive in Sault Ste. Marie, Ontario

In the fall of 2023 Greenstone partnered with Intrinsic to complete a Phase I and II ESA, and Due Diligence Risk Assessment of Gateway Site – Area 1 Fish Hatchery in support of the internal due diligence associated with the potential acquisition and development of the property. Potentially contaminating activities (PCAs) resulting in areas of potential environmental concern (APECs) at the property included fill material of unknown quality, historic industrial settling ponds, as well as industrial operations on adjacent properties which consisted of scrap metal yard and chromium processing facility and a pulp and paper mill and power generation facility.



This project included the advancement of 17 test pits and three boreholes, with twelve of the investigative locations being instrumented with groundwater monitoring wells. Soil and groundwater samples were assessed for COPC: volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), petroleum hydrocarbons (PHCs), metals, inorganics, and general chemistry parameters associated. The total value of this project was approximately \$60,000 and the project was completed within a period of 3 months.

**RSC Ontario Regulation 153.04 Human Health and Ecological Risk Assessment
1134 and 1140 Yonge Street, Toronto, Ontario**

Intrinsic completed a Human Health and Ecological Risk Assessment under O. Reg. 153/04 for a commercial property consisting of 1134 and 1140 Yonge Street, Toronto, Ontario to support the redevelopment of the property for residential land use. The property was formerly used for various commercial/industrial activities, including the manufacturing of armament shells. The risk assessment addressed concerns related to PAHs, PHCs, metals, and VOCs in soil and/or groundwater above the relevant Site Condition Standards. The risk assessment evaluated risks to human health via direct (oral, dermal, and inhalation of particulates) and indirect (inhalation of vapours in indoor and outdoor air) exposure to contaminants in soils. Risks associated with exposure to contaminants in groundwater were assessed through the inhalation of vapours in indoor and outdoor air, as well as direct and indirect exposure to groundwater for sub-surface workers.

The risk assessment indicated that risk management measures were required to mitigate potential risks to residents associated with the migration of vapours to indoor air. This was to be achieved through the inclusion of an underlying parking garage and the associated ventilation system. The risk assessment also indicated that the presence of elevated concentrations of contaminants in soil represented a potential concern to residents, maintenance workers, and construction workers. Effects-based concentrations protective of each receptor and pathway were derived and a risk management plan was developed to mitigate risks through the use of fill/hard capping to prevent direct exposure to impacted soils. In addition, a health and safety plan were developed which included a requirement for the use of personal protective equipment (PPE) for subsurface workers. This risk assessment was accepted under O. Reg. 153/04 in December 2023. The timeline for this project was from December 2021 to January 2024.

**Reg 153/04 Phase One and Two Environmental Site Assessments and Record of Site Condition
Mr. Steve Ficociello, 551 Korah Road and 248 Prentice Avenue, Sault Ste. Marie, Ontario**

Greenstone has completed Phase One and Two ESAs for the property located at civic addresses 551 Korah Road and 248 Prentice Avenue, Sault Ste. Marie, Ontario. At the time this Phase Two ESA was conducted was vacant forested land and associated with former industrial activities. This Phase Two ESA



was completed in accordance with O. Reg. 153/04 to support the land use change from industrial to residential.

Potentially contaminating activities (PCAs) resulting in areas of potential environmental concern (APECs) consisted of a historical automotive servicing and repair facility, an underground storage tank and fill material of unknown quality. The investigation was completed from 2023 to 2024 and consisted of twenty-two boreholes, four of which were instrumented with groundwater monitoring well, as well as four test pits.

Through consultation with the Client and the MECP, Greenstone was able to revise the property boundaries to limit the area requiring an RSC. This eliminated the requirement for the installation of additional groundwater monitoring wells and a remedial excavation. The MECP has accepted Greenstone's approach and Greenstone is collaborating with the Client for RSC compliance.

Remedial Excavation and Verification Soil Sampling Program

OPG Thunder Bay Power Generation Station, 1900 108th Avenue, Thunder Bay, Ontario

Greenstone was retained by provide environmental engineering and consulting services, including third-party inspection and testing of the excavation limits for the excavation and off-site disposal of petroleum hydrocarbon (PHC)-impacted soil from three designated areas at the former Ontario Power Generation (OPG) Thunder Bay Generating Station (TBGS), located at 1900 – 108th Avenue, on the southern portion of Mission Island, in Thunder Bay, Ontario.

The principal objective of the remedial excavation was to restore the designated areas' soil conditions to the full depth generic site condition standards for the COPC: PHC and BTEX. Remediation Verification Services were conducted between August 10 and October 13, 2022, and included a pre-construction survey including a topographic elevation profile to establish a base grade of the surface, decommissioning of groundwater monitoring wells located within the designated excavation zones, a pre-demolition Designated Substance Survey (DSS) of the pump house building and remedial of three designated area. Greenstone attended the Site while the ex-situ remedial activities were being conducted by the Client to complete the Remediation Verification Services. Remedial activities conducted at all three zones by the Client during Greenstone's attendance included the removal and disposal of a total of 6,487 cubic meters (m³) of PHC-impacted soil and the treatment of 406,700 liters of PHC-impacted water. Based on the analytical results of the confirmatory soil samples collected from the completed excavation surfaces within the designated excavation areas, Greenstone concludes that the remedial soil targeted MECP Site Condition Standards and the project-specific technical requirements have been met by the Client.



PROJECT TEAM

Christian Tenaglia, M.Env.Sc., PM₃, P.Eng., QP_{ESA}
Senior Engineer
Greenstone Engineering Ltd.

Role – Project Manager and Technical Manager

Mr. Tenaglia holds a Bachelor of Engineering Science from the University of Western Ontario and a Master of Environmental Science from the University of Toronto. He is also a Qualified Person in accordance with the Ministry of Environment, Conservation and Parks (MECP) as per Ontario Regulation (O. Reg.) 153/04, Ontario's Record of Site Condition (RSC) Regulation and O. Reg. 406/19 and is also a licensed professional engineer with the Professional Engineers of Ontario. Christian is also a licensed petroleum mechanic (PM₃) with the Technical Standards and Safety Authority (TSSA) and is a licensed water well technician (Class 3) with the MECP as per O. Reg. 903.

Mr. Tenaglia has worked in the environmental sector for approximately 20 years and has extensive experience in Brownfield Redevelopment, Phase I and Phase II Environmental Site Assessments (ESAs), Detailed Site Investigations, Record of Site Conditions, Soil Vapour Assessments, Risk Assessment and Remediation. In addition, is proficient in waste management compliance, excess soils management, waste disposal and characterization, waste handling and transportation, landfill management and design and monitored natural attenuation. Christian has successfully filed numerous RSCs with the MECP throughout Northern Ontario at various historical industrial, commercial and residential properties. He also has served as a regional senior technical reviewer of Reg. 153/04 Phase One and Two ESA and remediations. Christian has extensive experience with managing large scale ESAs and remedial programs, as well as comprehensive soil and groundwater sampling programs for municipal clients.

Donald Cavan, M.Env.Sc., P.Geo., QP_{ESA}
Senior Hydrogeologist
Greenstone Engineering Ltd.

Role – Project Coordination and Technical Reviewer

Mr. Cavan is a licensed professional geoscientist with the Professional Geoscientists of Ontario and is a Qualified Person in accordance with the MECP as per O. Reg. 153/04 and O. Reg. 406/19. His education



includes an Honours Bachelor of Science from the University of Western Ontario and a Master of Environmental Science from the University of Toronto.

Mr. Cavan has worked in the environmental sector for approximately 15 years and has considerable experience completing Phase I and Phase II ESAs, Remediations and Brownfield Redevelopment Projects. He has also successfully filed numerous Record of Site Conditions throughout Northern Ontario. At Greenstone he is responsible for the technical aspects and delivery of services including Phase I and II ESAs, as well as MECP regulatory documentation in accordance with CAN/CSA Z768-01, CAN/CSA Z769-00 and O. Reg. 153/04. He has extensive experience supervising ESAs, interpretation of borehole drilling, groundwater monitoring well installations, test pit excavations and soil and groundwater sampling programs at contaminated sites.

Donald will serve as the secondary point of contact for the Client.

Adam M. Safruk, Hon. B.Sc., M.E.S, QP_{RA}
Senior Environmental Health Scientist
Intrinsic Corp.

Role - Senior Risk Assessor and QPRA

Mr. Safruk is a Senior Environmental Health Scientist and project manager with Intrinsic. He completed his MES in Toxicology and Risk Assessment at York University (2003), and his Honours B.Sc. in Fish and Wildlife Biology from the University of Guelph (1999).

Mr. Safruk has more than 20 years of experience in the areas of toxicology and human health and ecological risk assessment. He is a qualified person for risk assessment (QP_{RA}) under Ontario's RSC Regulation and has successfully completed more than 40 risk assessments accepted under the Regulation for the purpose of obtaining an RSC. Mr. Safruk has also conducted hundreds of peer reviews of risk assessments on behalf of the Ontario MECP. In addition to his significant experience conducting risk assessments in compliance with O. Reg. 153/04, Mr. Safruk has completed numerous risk assessments for Federal sites following the Detailed and Preliminary Quantitative Risk Assessment protocols. Mr. Safruk has also provided expert advice to Health Canada for numerous projects related to human exposure assessment and toxicology.

Mr. Safruk has managed community-based human biomonitoring studies involving the collection of blood and urine samples to measure exposure to arsenic, mercury, and lead in young children. Blood lead investigations have also included the collection of soil, dust, drinking water, and paint to assess relationships with biomonitoring results. Mr. Safruk's work at Intrinsic has also focused on the fate and toxicity of chemicals in the aquatic environment as they impact both human and ecological receptors. He is responsible for the development of computer models used to predict fate and transport as well as



potential exposure and risk to human and ecological receptors for contaminated sites and community-based risk assessments. Mr. Safruk has considerable experience in predicting fate, transport and potential exposure of human receptors to volatile organic chemicals at contaminated sites. Mr. Safruk has also predicted childhood blood lead levels for numerous mining and smelting sites in Canada and abroad.

Alexandra Duchesne, M.E.Sc., P.Eng., QP_{ESA}

Project Manager

Greenstone Engineering Ltd.

Role – Project Coordination, Implementation of Field Program and Report Author

Ms. Duchesne holds a Bachelor of Engineering Science and a Mater of Engineering Science from the University of Western Ontario. She is a Qualified Person in accordance with the MECP as per O. Reg. 153/04 and O. Reg. 406/19 and is also a licensed professional engineer with the Professional Engineers of Ontario.

Alexandra has worked in the environmental sector for approximately four years and has experience in Phase I and Phase II Environmental Site Assessments, Record of Site Conditions, and remediations. She is proficient in excess soils management, waste disposal and characterization, and project management. Ms. Duchesne has experience managing and completing ESA, as well as the characterization and delineation of contaminated site. She has managed various environmental spills and excess soil projects, as well as for due diligence and regulatory purposes. She also has experience with the technical aspects of service delivery and maintenance of all compliance related permits with the TSSA and MECP,

Nicholas Maya, Hon. B.Sc., M.Sc.

Environmental Risk Analyst

Intrinsic Corp.

Role – Intermediate Risk Assessor

Mr. Maya is an Environmental Risk Analyst with more than 7 years of experience in human and environmental toxicology. Mr. Maya completed his Master of Science in Trace Contaminant Toxicology at Trent University in 2016 and his Bachelor of Science in Biology (Ecology and Environmental Biology Specialization) at the University of Waterloo in 2014.

Mr. Maya has conducted human health and ecological risk assessments for contaminated sites in Ontario in accordance with Ontario Regulation 153/04 (O. Reg. 153/04, as amended). Mr. Maya has also conducted several Due Diligence Risk Assessments (DDRAs) for contaminated sites in Ontario using scientific approaches that are generally consistent with O. Reg. 153/04. He has also worked on human health and ecological risk assessments for federal contaminated sites and contaminated sites in Nova



Scotia and New Brunswick. Additionally, Mr. Maya has prepared human health and ecological toxicology reviews and aquatic toxicity assessments and has worked on the development risk-based soil guidelines/reclamation objectives. Furthermore, Mr. Maya provides strategic advice and scientific-based recommendations in biostatistics, experimental design, risk assessment and toxicology projects.

Mr. Maya has conducted toxicology risk assessments (TRAs), assessing the potential health hazards of chemicals in consumer products to humans and pets, and has prepared common technical documents for new drug applications and investigational new drug submissions through the review of nonclinical safety data in accordance with ICH technical requirements for pharmaceuticals for human use.

Mr. Maya has also managed and participated in various environmental toxicology research projects, including the evaluation of wastewater treatment by ozonation for the reduction of toxicity of contaminants of emerging concern to fish; the research and development of soil toxicology test methods using invertebrate test species for the assessment of toxic substances present in soil; and environmental effects monitoring for the assessment of potential toxic effects of oil sands related compounds to fish.

Elaine Larocque, Hon. B.Sc., M.Sc.
Environmental Risk Analyst
Intrinsic Corp.

Role – Junior Risk Assessor

Ms. Elaine Larocque is an Environmental Risk Analyst at Intrinsic. She completed her Master of Science in Environmental Science at the University of Toronto in 2020 and her Honours Bachelor of Science specializing in Environmental Biology at the University of Toronto in 2019.

Ms. Larocque joined Intrinsic in July 2020 and has focused on conducting human health and ecological risk assessments associated with contaminated sites in accordance with Ontario Regulation 153/04. Ms. Larocque also performs literature searches, creates toxicological profiles, as well as conducts exposure modelling and vapour-intrusion modelling. Ms. Larocque supports senior staff by drafting reports and providing strategic advice and scientific-based recommendations in risk assessments and toxicology reports.

Ms. Larocque also focuses on conducting Health Impact Assessments (HIAs). She works to identify and communicate how various determinants of health, such as air quality, are impacted in the short and long-term by projects and policies. She provides support when conducting scoping workshops and engaging with communities, non-profit and government stakeholders. Her HIA work has included projects for various transportation projects within Ontario, resource development in British Columbia as



part of the BC EA process, and a climate change and health vulnerability assessment in the Northwest Territories.

Dominique Coutu, B.E.S.
Project Technologist
Greenstone Engineering Ltd.

Role – Project Technologist

Ms. Coutu has worked in the environmental sector for approximately 4 years and has experience with various field applications, ESAs and groundwater monitoring. Her education includes an Honours Bachelor of Science from the University of Waterloo and a Diploma in Environmental Assessments. Dominique has experience completing Phase I and II ESA, groundwater monitoring in an industrial setting, as well as verification soil sampling and soil characterization.

Ms. Coutu also has applied professional expertise within the Impact Assessment & Permitting Technical Team, as well as the Natural Heritage Technical Team. She has also completed various field programs at remote locations and served as a member of the Reconciliation Action Plan Leadership & Management Team.

SCHEDULE PLAN

Greenstone is proposing the schedule plan below:

Table 1: Estimated Timeline for Tasks Required for Phase Two ESA		
Task	Estimated Timeline	Comments
City of Sault Ste. Marie Project Kick-off Meeting.	1 week	Greenstone is prepared to complete the in-person meeting immediately following authorization to proceed with the project.
Preparation of Public Notices	1 week	To confirm City expectations during kick-off meeting
Document Review and Inspection.	2 weeks	Includes submittal to City.
MECP Pre-Consultation Meeting	1 week	Subject to availability of the MECP; however, Greenstone will schedule the meeting with the MECP immediately following authorization.
Sampling and Analysis Plan	1 week	Document to be released to City prior to implementation of field program.



Table 1: Estimated Timeline for Tasks Required for Phase Two ESA		
Task	Estimated Timeline	Comments
Phase Two Field Investigation	4 weeks	Inclusive of all field work and laboratory results. Greenstone will complete a summary email to the City following the completion of each project investigate phase: test pitting, borehole drilling and monitoring well installation program, and then upon receipt of analytical results for the soil sampling and groundwater monitoring.
Phase Two Report	2 weeks	Draft report will be released for review by City.
Evaluation of the Need for a Risk Assessment	2 weeks	Summary of findings to be released to City.
Data Review and Option Analysis	2 weeks	Subject to availability of City. Greenstone will conduct this meeting in-person.
Public Reference Material.	1 week	To prepare reference material. City to determine extent length required for consultation.
Preparation and submission of RSC Documents to MECP	2 weeks	Subject to availability of supplemental documents from City and results of Phase Two ESA.
MECP Response	2-3 months	Submission is based on results of Phase Two ESA.

Greenstone estimated the Phase Two ESA and related tasks will be completed within 3 months. Please note that the MECP will require an updated Phase One ESA to accept the RSC and submission and acceptance of the RSC to the MECP will be dependent on the results of the investigation as well as risk assessment and remediation requirements.



Table 2: Estimated Timeline for Tasks Required for a Tier 3 Risk Assessment - If required		
Task	Estimated Timeline	Comments
Submission 1: <ul style="list-style-type: none"> • Pre-Submission Form (PSF) 	3 - 4 weeks	Under a Tier 3 RA approach, the 1 st submission to the Ontario MECP consists of the PSF. The PSF will be completed within 3 to 4 weeks of Intrinsic receiving project approval and finalized Phase One and Two ESA reports.
MECP Review of PSF	8 weeks	-
Submission 2: <ul style="list-style-type: none"> • Revised PSF • RA report • Responses to MECP Comments on the PSF 	4 weeks	Within 4 weeks of receiving comments from the MECP on the PSF, the RA will be finalized and submitted to the MECP. An appendix providing responses to the MECP comments on the PSF will also be prepared.
MECP Review of RA	16 weeks	The standard MECP review timeline for Tier 3 RAs is 16 weeks.
Submission 3: <ul style="list-style-type: none"> • Revised RA • Responses to MECP Comments on the RA 	4 weeks	Within 4 weeks of receiving comments from the MECP on the RA, the RA will be revised and submitted to the MECP. An appendix providing responses to the MECP comments on the RA will also be prepared.
MECP Review of Revised RA	16 weeks	The standard MECP review timeline for Tier 3 RAs is 16 weeks.
Subsequent Revision and MECP Review Rounds	Variable	The majority of RA submissions under O.Reg. 153/04 require a minimum of two, and sometimes three or more, resubmissions to address all MECP concerns. Overall, the completion of a Tier 3 RA will generally take a minimum of 18 months from the PSF submission to the final RA acceptance by the MECP.

Overall, the completion of a detailed Tier 3 RA will generally take a minimum of 18 months from the project initiation to the final acceptance by the MECP. The preparation of the certificate of property use (CPU) and posting for public review can take several additional months.



PROJECT TEAM RATES

Table 3: Greenstone Team Rates			
<i>Personnel</i>	<i>Role</i>	<i>Years of Experience</i>	<i>Hourly Rate</i>
Christian Tenaglia	Project Manager, Senior Engineer and QP	20	\$250
Donald Cavan	Senior Hydrogeologist and QP	15	\$180
Alexandra Duchesne	Engineer and QP	4	\$120
Doninique Coutu	Project Technologist	3	\$90

Table 4: Risk Assessment Team Rates			
<i>Personnel</i>	<i>Role</i>	<i>Years of Experience</i>	<i>Hourly Rate</i>
Adam Safruk	Senior Risk Assessor and QPRA	21	\$230
Nicholas Maya	Intermediate Risk Assessor	7	\$180
Elaine Larocque	Junior Risk Assessor	4	\$150

COST ESTIMATE

Table 1: Cost Estimate for Phase Two Environmental Site Assessment	
Tasks	Costs (CDN \$)
Step 1.1: City of Sault Ste. Marie Project Kick-off Meeting	\$750.00
Step 1.2: Document Review and Inspection	\$2,000.00
Step 1.3: MECP Pre-Consultation Meeting	\$1,000.00
Step 1.4: Sampling and Analysis Plan (SAP)	\$1,250.00
Step 1.5: Field Investigation	\$49,000.00
Step 1.6: Evaluation of the Need for Risk Assessment	\$4,500.00
Step 1.7: Data Review and Option Analysis	\$2,500.00
Step 1.8 Public Reference Material	\$2,500.00
Step 2: Preparation and Filing of Record of Site Condition (RSC)	\$2,000.00
Step 3: Final Reports	\$3,500.00
TOTAL (excluding HST)	\$66,500.00

City of Sault Ste. Marie

Attention: Karen Marlow

99 Foster Drive

Sault Ste. Marie, ON P6A 5X6

RE: Post-Close Clarification - Addendum # 1, Bid Opportunity: 2024CDE-02-P

Project: Professional Services - Gateway Property, Environmental Site Assessment

Good day Ms. Marlow,

Greenstone Engineering Ltd. (Greenstone) is pleased to provide the following additional information as requested in Post-Close Clarification – Addendum # 1 for Professional Services associated Gateway Property, Environmental Site Assessment (ESA), Bid Opportunity: 2024CDE-02-P.

Request 1: Provide pricing and a high-level outline of tasks to update the Phase I ESA in accordance with Ontario Regulation 153/04.

Ontario Regulation 153/04 stipulates that a report may be used by a qualified person as a Phase One ESA report in a record of site condition (RSC) or used as a Phase One ESA Report in planning, conducting or supervising a Phase Two ESA, for the Phase One Property that is the subject of the report or an RSC property within it, *if the date the last work on all of the records review, interviews and site reconnaissance required for the phase one environmental site assessment that is the subject of the report was done is no later than 18 months before*. Based on date of last Phase One ESA work at the Gateway Property being greater than 18 months, it is Greenstone's recommendation that a new Phase One ESA be conducted at the property.

Greenstone's proposed Phase One ESA scope of work and cost is noted below.

Scope of Work

The Phase One ESA will be completed accordance with O. Reg. 153/04. The Phase One ESA will include the following project components, but not be limited to:

- *A complete records review* – Including but not limited to a review of historical information such as available previous environmental reports, aerial photographs, topographic maps, city directories, fire insurance plans, property underwriter reports and/or plans, waste manifests and records, third-party search records from Environmental Risk Information Service Ltd. (ERIS), as well as a search of public records with the municipality provincial databases (i.e., MECP, Technical Standards and Safety Authority (TSSA)).
- *A site visit* – A walkthrough of the property and surrounding areas as an inspection for significant environmental issues.

- *Interviews* – Complete interviews with the property owner and any representatives knowledgeable about the property and historical use.
- *Evaluation and Reporting* – Develop and complete a comprehensive Phase One ESA report based on the findings of the records review, site visit and interview(s). The report will detail and present all actual or potential issues of environmental concern for the subject property.

The above noted scope of work has been prepared to meet the thorough regulatory requirements for filing an RSC with the MECP with the report meeting the Table 1 – Mandatory Requirements for Phase One Environmental Site Assessment Reports as presented in Schedule D, Part VI of O. Reg. 153/04.

Proposed Schedule

Greenstone proposes the following schedule to complete the project:

Task	Timeline
Historical Searches, Records Review, Site Inspection, and Interviews	2-3 weeks
Phase One ESA Reporting	2 weeks
Total Timeline	4-5 weeks

Greenstone can initiate the Phase One ESA program immediately upon written authorization from the Client.

Phase One ESA Project Cost

Greenstone can complete the Phase One ESA scope of work for the lump sum cost of **\$5,850.00 (plus HST)**.

Request 2: As indicated in Addendum #1, the City anticipates contamination at the Gateway Property. Provide a price and outline of tasks to create a Risk Assessment in support of the RSC submission.

Greenstone has partnered with Intrinsik Corp. (Intrinsik) to fulfill the Risk Assessment requirements of this project. Intrinsik is a science-based consulting firm specializing in providing expert advice to a wide range of clients on toxicology issues related to human health, the environment, and regulatory affairs for over 30 years. The scientific staff of Intrinsik includes more than 60 highly qualified professionals with experience that encompasses diverse areas of human and ecological toxicology, environmental fate and modelling, human health and ecological risk assessment, and risk communication.

The tasks to completed to complete a Risk Assessment in support of the RSC submission are summarized below:

Scope of Work - Ontario Regulation 153/04 Risk Assessment

The completion of a risk assessment (RA) to be submitted to the MECP will involve the following: (i) completion of a Pre-Submission Form (PSF); (ii) completion of an RA of the Site addressing human health and ecological issues; and, (iii) revision of the RA report based on MECP comments. Each of these components is described briefly below.

Pre-Submission Form

The PSF allows the MECP an opportunity to review the RA scope and methodology prior to the completion of the RA to ensure that all potential concerns will be addressed. The PSF can be completed within 3 to 4 weeks of the completion of site characterization activities and the preparation of the Environmental Site Assessment (ESA) reports. The MECP review of the PSF will take approximately 2 months.

The scope of the PSF is fairly comprehensive. Completion of the PSF will include:

- A comprehensive review of all site data, for identification of the contaminants of concern (COCs);
- Development of separate site conceptual models for the human health and ecological components of the RA;
- Identification of human and ecological receptors to be evaluated;
- Determination of whether the site will be classified as “sensitive”, and the approach for addressing those factors that make the site “sensitive”;
- Evaluation of the exposure pathways that will be quantitatively assessed in the RA.

Risk Assessment

The proposed RA will evaluate the potential human health and ecological risks associated with elevated levels of chemicals present in on-site soil and groundwater. The RA will be carried out in accordance with O. Reg. 153/04 and therefore will be appropriate for submission to the Standards Development Branch of the MECP as an RA to support the filing of an RSC. Intrinsic will conduct a quantitative human health and ecological RA of the Site considering potential on- and off-site risks. Potential COCs to be addressed in the RA may include, but are not limited to, petroleum hydrocarbons (PHCs), polycyclic aromatic hydrocarbons (PAHs), volatile organic compounds (VOCs), and metals/inorganics in soil and groundwater.

Human Health Risk Assessment

The RA will be conducted to assess potential risks to receptors under the future land use, which has not been determined at this time. Under a residential land use, three (3) exposure scenarios will be considered to evaluate potential human health risks associated with exposure to COCs in on-site soil and groundwater:

- An outdoor maintenance worker;
- A construction worker; and,
- A resident (toddler and lifetime composite receptor).

Under a commercial/industrial/community land use, the RA will assess risks to the outdoor maintenance worker and construction worker, and an indoor worker will be assessed in place of the resident. The primary exposure pathways to be considered in the HHRA include:

- Ingestion of soil/dust;
- Inhalation of soil/dust;
- Dermal contact with soil/dust;
- Inhalation of vapours migrating from soil and groundwater to indoor air;
- Incidental ingestion and dermal contact with groundwater for construction/trench workers; and,
- Inhalation of vapours migrating from soil and groundwater to air within a trench or confined below-grade space.

As a result of the volatility of certain chemicals, their vapours have a tendency to migrate from subsurface layers into the enclosed spaces of an indoor environment. Depending on site-specific soil characteristics, building parameters, and levels of contamination, the inhalation of impacted indoor air can be a significant health concern to occupants. Evaluation of exposure and risks *via* the inhalation of impacted indoor air can be addressed through the use of chemical and mathematical models to predict ambient concentrations of these chemicals in indoor air and the health risks related to chronic exposure.

If the RA determines that COCs are present in soil and groundwater at concentrations that represent a potential risk to building occupants, future buildings may require risk management measures (RMMs) to mitigate risks *via* the vapour infiltration pathway. This may include the implementation of a soil-vapour intrusion mitigation system (SVIMS) that includes a vapour barrier and a sub-slab extraction system, or a properly ventilated underground parking/storage garage.

If concentrations of COCs in soil exceed values protective of human health *via* direct exposure (*i.e.*, incidental ingestion, dermal contact, and inhalation of dust), the RA may recommend the implementation of capping measures, consisting of hard caps or soil caps, to prevent direct exposure to impacted soils. A Health and Safety Plan (HASP), including recommendations for the use of appropriate person protective equipment (PPE), may also be required to be protective of construction workers *via* exposure to COCs in soil and/or groundwater.

Ecological Risk Assessment

The Site is located in a developed urban area and does not contain areas of significant natural habitat. Since the current and future property use will not likely include the re-establishment of natural habitat, but may include ornamental gardens and landscaping, the protection of plants, soil invertebrates, birds and small mammals at a community level are considered to be the most appropriate assessment points. If the RA determines that concentrations of COCs in on-site soil are in excess of MECP component values derived to be protective of these receptor groups, there may be a requirement to implement capping measures to prevent direct access of ecological receptors to impacted soils.

Potential risks to aquatic life in surface water can occur as a result of the leaching of chemicals from soil to groundwater and the migration of COCs from groundwater to surface water. The MECP has derived component values for soil and groundwater to be protective of this pathway. The RA will consider the site-specific distance to the nearest water body, the direction of groundwater flow, and concentrations of COCs in groundwater along the downgradient property line to assess potential risks to off-site aquatic

life. Given that the Site is adjacent to a waterbody, the RA will also assess potential risks to benthic invertebrates *via* surface runoff of soils to sediment. Capping measures or sediment fencing can be implemented to prevent surface runoff to the adjacent water body if unacceptable risks are identified.

Revision of RA Based on MECP Comments

Intrinsic will respond to any comments provided by the MECP on the PSF and the RA. Based on our experience, every RA receives multiple comments and several resubmissions are often required to address concerns raised by the MECP. Intrinsic will provide all necessary revisions based on the MECP comments to allow for the final acceptance of the RA.

Estimated Timeline

A description of the tasks and timelines for a Tier 3 RA are provided below.

Estimated Timeline for Tasks Required for a Tier 3 Risk Assessment		
<i>Task</i>	<i>Estimated Timeline</i>	<i>Comments</i>
Submission 1: <ul style="list-style-type: none"> Pre-Submission Form (PSF) 	3 - 4 weeks	Under a Tier 3 RA approach, the 1 st submission to the Ontario MECP consists of the PSF. The PSF will be completed within 3 to 4 weeks of Intrinsic receiving project approval and finalized Phase One and Two ESA reports.
MECP Review of PSF	8 weeks	-
Submission 2: <ul style="list-style-type: none"> Revised PSF RA report Responses to MECP Comments on the PSF 	4 weeks	Within 4 weeks of receiving comments from the MECP on the PSF, the RA will be finalized and submitted to the MECP. An appendix providing responses to the MECP comments on the PSF will also be prepared.
MECP Review of RA	16 weeks	The standard MECP review timeline for Tier 3 RAs is 16 weeks.
Submission 3: <ul style="list-style-type: none"> Revised RA Responses to MECP Comments on the RA 	4 weeks	Within 4 weeks of receiving comments from the MECP on the RA, the RA will be revised and submitted to the MECP. An appendix providing responses to the MECP comments on the RA will also be prepared.
MECP Review of Revised RA	16 weeks	The standard MECP review timeline for Tier 3 RAs is 16 weeks.

Estimated Timeline for Tasks Required for a Tier 3 Risk Assessment		
Task	Estimated Timeline	Comments
Subsequent Revision and MECP Review Rounds	Variable	The majority of RA submissions under O.Reg. 153/04 require a minimum of two, and sometimes three or more, resubmissions to address all MECP concerns. Overall, the completion of a Tier 3 RA will generally take a minimum of 18 months from the PSF submission to the final RA acceptance by the MECP.

Overall, the completion of a detailed Tier 3 RA will generally take a minimum of 18 months from the project initiation to the final acceptance by the MECP. The preparation of the certificate of property use (CPU) and posting for public review can take several additional months.

Costing

The cost breakdown for the completion of an RA to be submitted to the MECP is provided in the following table and was prepared under the following assumptions/conditions:

- The RA submission for the site would not be considered a New Science RA (as defined in Part I, Schedule C of O. Reg. 153/04) as a result of the inclusion of data for chemicals that do not have Site Condition Standards;
- No public consultation is required; and,
- The Site will not require the *environmentally sensitive area* designation.

Cost Estimate for Tier 3 Risk Assessment	
Tasks	Costs (CDN \$)
Pre-Submission Form (PSF)	\$15,600.00
Risk Assessment	
Site Information	\$7,200.00
Human Health Risk Assessment	\$18,000.00
Ecological Risk Assessment	\$7,200.00
Appendices	\$12,000.00
Total for initial Risk Assessment	\$44,400.00
Revised Risk Assessment - revisions to initial Risk Assessment, including responses to MECP Comments	\$18,000.00
Second Revised Risk Assessment - revisions to revised Risk Assessment, including responses to MECP Comments	\$12,000.00
TOTAL (excluding HST)	\$90,000.00

Should you wish to discuss any aspect of this letter, please contact us at your convenience.

Sincerely yours,



Christian Tenaglia, M.Env.Sc., P.Eng., QP_{ESA}
President
chris@greenstoneengineering.ca



Donald Cavan, M.Env.Sc., P.Geo., QP_{ESA}
General Manager
don@greenstoneengineering.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-177

PROPERTY: A by-law to declare the City owned property legally described as PIN 31613-0191 (LT) LT 165-166 PL 58 AWENGE; SAULT STE. MARIE being civic 72 Victoria Street, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-178

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D for a five (5) year renewal to provide fire protection services for the Batchewana First Nation Rankin Reserve.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2025 between the City and THE BATCHEWANA FIRST NATION OF OJIBWAYS OF THE RANKIN INDIAN RESERVE 15D, a copy of which is attached as Schedule "A" hereto. This Agreement is for a five (5) year renewal to provide fire protection services for the Batchewana First Nation Rankin Reserve.

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 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT made in duplicate this 1ST day of January, 2025

BETWEEN:

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

(hereinafter called the "City")

OF THE FIRST PART

-AND-

**THE BATCHEWANA FIRST NATION OF OJIBWAYS
OF THE RANKIN INDIAN RESERVE 15D**

(hereinafter called "BFN")

OF THE SECOND PART

WHEREAS the Council for BFN desires to provide fire protection to BFN; and

WHEREAS the City operates a Fire Service;

AND WHEREAS BFN and the City entered into an Agreement dated January 1, 2019 whereby the City provided specific Fire Protection Services as set out in the Agreement to BFN;

AND WHEREAS BFN has requested that the City continue to provide such Fire Protection Services an additional five (5) year term, and the City is agreeable to same;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

FIRE PROTECTION

1. (a) The City Fire Department agrees that it shall answer fire alarms including medical assist and carbon monoxide calls from BFN.
 - (b) The Fire Department shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing that reasonable physical access can be gained to such fires by the City's Fire Department vehicles.
 - (c) Subject to Clause 1(a), the Fire Department agrees to respond to alarms for fires on CP Rail property if the fire endangers BFN lands.
2. The City agrees to respond to fire alarms from BFN in a manner appropriate to the

circumstances, subject to availability of City resources.

3. The City shall provide BFN with the Standard Incident Reports verified by the Ontario Fire Marshall as it relates to the fire protection services it has provided under this Agreement (the "Reports") upon receipt by the City for BFNs' statistics and data collection purposes. BFN shall hold such Reports under strict confidence and may only disclose the Reports or information contained therein when the City has provided its advance consent to such disclosure in writing and to the extent required by law, or by the request or requirement of any judicial, legislative, administrative or other governmental body.

COSTS

4. (a) BFN covenants and agrees to pay to the City for alarms answered on First Nation property on the following basis:
 - (i) For the Period of January 1, 2025 to December 31, 2025

An amount equal to the on-reserve population of BFN multiplied by the per capita costs of the Fire Department for 2024 multiplied by 95%.
 - (ii) For the Period of January 1, 2026 to December 31, 2026

An amount equal to the on-reserve population of BFN multiplied by the per capita costs of the Fire Department for 2025 multiplied by 95%.
 - (iii) For the Period of January 1, 2027 to December 31, 2027

An amount equal to the on-reserve population of BFN multiplied by the per capita costs of the Fire Department for 2026 multiplied by 95%.
 - (iv) For the Period of January 1, 2028 to December 31, 2028

An amount equal to the on-reserve population of BFN multiplied by the per capita costs of the Fire Department for 2027 multiplied by 95%.
 - (v) For the Period of January 1, 2029 to December 31, 2029

An amount equal to the on-reserve population of BFN multiplied by the per capita costs of the Fire Department for 2028 multiplied by 95%.
- (b) All payments shall be made by BFN to the City on a monthly basis throughout the Term, within thirty (30) days following receipt of an invoice from the City.
- (c) For the purposes of this Agreement, the per capita costs of operating the City shall be calculated by taking the approved City's Operating Budget for Fire Services for the year immediately preceding the year for which the calculation is being made, divided by the population of the City.

- (d) For the purposes of this Agreement, the population calculations shall be based on the population of the City as supplied by the Regional Assessment Office for the year immediately preceding the year for which the calculation is being made, and for BFN, the on-reserve population figure as supplied by Indigenous Services Canada for the year immediately preceding the year for which the calculation is being made.

INDEMNITY

5. BFN will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to BFN under the provisions of this contract.

TERMINATION

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six (6) months written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause 5(a), this Agreement shall terminate on December 31, 2029. The parties agree that the "Indemnity" provision set out in Section 5 and the obligation to pay Costs as set out in Section 4 shall survive the termination of this Agreement. If BFN wants to extend this Agreement beyond the said date, BFN shall give the City at least ninety (90) days' written notice of its intention to renegotiate a new Agreement. Thereafter, negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term or renewal Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.
6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**CHIEF AND COUNCIL FOR
BATCHEWANA FIRST NATION**

Chief Whitey
Zewer Saupke

Agnes Lidstone

Ann Legosh

Ernie

Carol Skominka

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-181

ENGINEERING: A by-law to authorize the execution of the AECOM fee addendum for SSM Wastewater Operations Advisory Services.

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 AECOM fee addendum to the Agreement dated November 19, 2024 between the City and AECOM, a copy of which is attached as Schedule "A" hereto. This fee addendum is for SSM Wastewater Operations Advisory Services.

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 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

DCS

Fee Addendum Authorization

Q2[DCS]-331-FM1

Client Contract Change

Sub Contract Change

Project Name:	SSM Wastewater Operations Advisory Services	Change No.:	2 (2024)/ 1 (2025)/ 1 (2026)
AECOM Project No.:	60723545 (2024)/ TBD (2025)/ TBD (2026)	Date:	19-Nov-24
Client/Sub Name:	The Corporation of the City of Sault Ste. Marie	Contract Reference No.:	City of SSM By-Law No. 2022-051
Subject:	Advisory Services		

Pursuant to the Agreement, the following change to the Scope of Work for the above project is advised:

Description of Change:

- To address various wastewater issues that arise for the remainder of the 2024 calendar year – Time and Materials \$10,000 + HST.
- To address various wastewater issues that arise for the 2025 calendar year – Time and Materials - \$25,000 + HST. Note: Budget only to be used if existing approved \$75,000 budget is exceeded.
- To address various wastewater issues that arise for the 2026 calendar year – Time and Materials - \$25,000 + HST. Note: Budget only to be used if existing approved \$75,000 budget is exceeded.

Fee: The overall agreed contract value will be: unaltered, increased, decreased by \$60,000 + HST (AMT)

Time: The agreed time for completion is unaltered, increased, decreased by 0 (calendar days)

2024 Contract Value Summary		Time Changes Summary	
Original Contract Value	\$75,000.00	Original Contract Completion Date	31-Dec-24
Net value of changes previously authorized/ pending authorization	\$15,000.00	Net Change Previously Authorized (calendar days)	0
This change	\$10,000.00	This Change (calendar days)	0
New Contract Value	\$100,000.00	New Contract Completion Date	31-Dec-24

2025 Contract Value Summary		Time Changes Summary	
Original Contract Value	\$75,000.00	Original Contract Completion Date	31-Dec-25
Net value of changes previously authorized/ pending authorization	\$0.00	Net Change Previously Authorized (calendar days)	0
This change	\$25,000.00	This Change (calendar days)	0
New Contract Value	\$100,000.00	New Contract Completion Date	31-Dec-25

2026 Contract Value Summary		Time Changes Summary	
Original Contract Value	\$75,000.00	Original Contract Completion Date	31-Dec-26
Net value of changes previously authorized/ pending authorization	\$0.00	Net Change Previously Authorized (calendar days)	0
This change	\$25,000.00	This Change (calendar days)	0
New Contract Value	\$100,000.00	New Contract Completion Date	31-Dec-26

Scope Change Approval

Rick Talvitie, P.Eng.

19-Nov-24

AECOM Project Manager

Signature

Date

David Humphreys, Vice President & Director of Operations, Water, Western Canada and Ontario

19-Nov-24

AECOM Authorized Signatory

Signature

Date

The Corporation of the City of Sault Ste. Marie

Signature

Date

The Corporation of the City of Sault Ste. Marie

Signature

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-182

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key System.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024, between the City and the District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is to enable Emergency Medical Services (EMS) to continue the use and responsibilities of the Supra Box Key System.

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 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SUPRA BOX AGREEMENT

THIS AGREEMENT made in triplicate this 1st day of January, 2024.

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter referred to as the "Paramedic Service")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as "Fire Services")

WHEREAS the Paramedic Service has effective January 1, 2020 provided land ambulance paramedic services throughout its jurisdiction and Fire Services ceased providing such services;

AND WHEREAS the Paramedic Service has and will continue to be the registered owner of any and all land ambulance vehicles utilized within the City of Sault Ste. Marie, Province of Ontario;

AND WHEREAS Fire Services is in possession of a number of keys to Supra Boxes installed by property owners at various locations and residences within the City of Sault Ste. Marie, which facilitates prompt access to such buildings in the event of an emergency;

AND WHEREAS Fire Services had equipped particular fire vehicles and land ambulance vehicles with a Supra Box key to utilize, if necessary, in its response to an emergency;

AND WHEREAS Paramedic Service has requested permission to retain those keys assigned to land ambulance vehicles since its provision of land ambulance paramedic services;

AND WHEREAS the parties entered into a Supra Box Agreement dated May 25, 2020 which was amended by Amending Agreement dated January 31, 2022, which provided for an original term of 2 years which was extended for an additional two years ending December 31, 2023 (collectively the "Original Agreements");

AND WHEREAS the Original Agreements provided that the term would be automatically renewed on a year to year basis upon the successful negotiations of the parties as to the terms and conditions of any renewal;

AND WHEREAS the parties acknowledge and agree that the Original Agreements shall be terminated effective December 31, 2023 and thereafter the parties acknowledge and agree that this Agreement shall govern the relationship between the parties and the terms and conditions as it relates to the Supra Box Keys between fire vehicles and land ambulance vehicles to ensure efficient and expedient access to locations and residences

equipped with Supra Boxes, if same is necessary, in order to respond to an emergency, and that same shall be in accordance with the terms and conditions set out in this Agreement;

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM

This Agreement shall be in effect commencing January 1, 2024, for a period of five (5) years ending December 31, 2028 ("Term"). The Term shall automatically renew on a year to year basis thereafter unless either party provides notice of termination as required pursuant to Section 5 of this Agreement.

2. ASSIGNMENT OF KEYS

- (a) The parties acknowledge that Fire Services equipped various fire vehicles and land ambulance vehicles with a key to Supra Boxes located in the City of Sault Ste. Marie. Specifically, as of January 1, 2024, a total of twenty-six (26) Supra Box keys were assigned to land ambulance vehicles and eight (8) Supra Box keys were assigned to fire vehicles.
- (b) Effective January 1, 2024 and ongoing thereafter:
 - (i) Fire Services shall continue to possess and maintain responsibility, care and control of the eight (8) Supra Box keys assigned to fire vehicles and reassign same as it deems necessary; and
 - (ii) Paramedic Service shall continue to possess and maintain responsibility, care and control of the twenty-six (26) Supra Box keys assigned to land ambulance vehicles and reassign same as it deems necessary.
- (c) The parties acknowledge and agree that the intent of this Agreement is that the emergency vehicles of each party shall be equipped with a Supra Box key. To that end:
 - (i) in the event that the number of land ambulance vehicles increase during the Term, Paramedic Service shall advise Fire Services and request the necessary number of Supra Box keys to equip such new land ambulance vehicles and the City shall in turn provide Paramedic Service with same if available. Paramedic Service shall also possess and maintain responsibility, care and control for all new such Supra Box keys assigned to land ambulance vehicles; and

- (ii) in the event that the number of land ambulance vehicles decrease during the Term, Paramedic Service shall advise Fire Services and return to Fire Services any unused Supra Box keys.

3. COSTS

The parties acknowledge that there are no costs associated with the administration of this Agreement and that each party shall be responsible for their respective ongoing operational matters and any costs associated with same.

4. INSURANCE AND MUTUAL INDEMNITY

- (a) The Paramedic Service and Fire Services acknowledge and agree each has and shall maintain necessary comprehensive General Liability and Automobile Insurance, and any other coverage necessary to protect their respective entity as the case may be from all claims for damage or loss, personal and bodily injury including death, and from all claims of property damage on an occurrence basis which may arise from their respective use and possession of the Supra Box keys in their care and control as assigned pursuant to this Agreement. Each party shall provide the other party with a Certificate of Insurance and proof of insurance upon request. It is further understood and agreed that the coverage provided by these policies will not be changed, amended or cancelled by a party to this Agreement until thirty (30) days after written notice has been delivered to and acknowledged by the other party.
- (b) The Paramedic Service shall indemnify and hold harmless, and defend Fire Services, and their respective 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 Fire Services and against all losses, liability, judgments, claims, suits, demands or expenses which Fire Services may sustain, suffer or be put to resulting from or arising out of the Paramedic Service's negligence and/or Paramedic Service's failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys as assigned pursuant to this Agreement. This indemnification shall include any legal costs incurred by Fire Services on a substantial indemnity basis. Further, any operational costs associated with the Paramedic Service's negligence and/or Paramedic Service's failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys assigned pursuant to this Agreement, including but not limited to the required replacement/re-keying of any or all Supra Boxes if same is necessary, shall be the sole responsibility, cost and expense of Paramedic Service.
- (c) Fire Services shall indemnify and hold harmless, and defend the Paramedic Service, and their respective 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 Paramedic Service and against all losses, liability, judgments, claims, suits, demands or expenses which the Paramedic Service may sustain, suffer or be put to resulting from or arising out of Fire Services' negligence and/or Fire Services' failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys as assigned pursuant to this Agreement. This indemnification shall include any legal costs incurred by Paramedic Service on a substantial indemnity basis. Further, any operational costs associated with Fire Services' negligence and/or Fire Services' failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys assigned pursuant to this Agreement, including but not limited to the required replacement/re-keying of any or all Supra Boxes if same is necessary, shall be the sole responsibility, cost and expense of Fire Services.

- (d) Both parties undertake to forthwith disclose and give notice to the other party of any events that may trigger the provisions set out in Section 4 of this Agreement.

5. TERMINATION

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least three (3) months' prior written notice of its intention to terminate.
- (b) In the event that this Agreement is terminated, Paramedic Service shall promptly return to Fire Services all Supra Box keys assigned to Paramedic Service pursuant to this Agreement.
- (c) Paragraphs 1, 2 and 4-7 inclusive shall survive the termination or completion of this Agreement.

6. NOTICE

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 Fire Services:

Peter Johnson, Fire Chief
The Corporation of the City of Sault Ste. Marie
Sault Ste. Marie Fire Services

72 Tancred Street
 Sault Ste. Marie, ON P6A 2W1
p.johnson@cityssm.on.ca

in the case of the Paramedic Service:

Katie Kirkham, Chief Paramedic Services
 District of Sault Ste. Marie Social Services Administration Board
 EMS – Social Services
 540 Albert Street East
 Sault Ste. Marie, ON P6A 5L8
k.kirkham@socialservices-ssmd.ca

7. GENERAL

- (a) 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.
- (b) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service 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.
- (c) 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.
- (d) 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.
- (e) 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

REST OF PAGE INTENTIONALLY LEFT BLANK

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:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION
BOARD**

M. NADEAU, CAO
I have authority to bind the Corporation

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI
We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-183

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and District of Sault Ste. Marie Social Services Administration Board for Fire Services Support Services Division to provide maintenance services on Emergency Medical Services (EMS) vehicles.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2024 between the City and District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for Fire Services Support Services Division to provide maintenance services on Emergency Medical Services (EMS) vehicles.

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 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

LAND AMBULANCE MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "**Agreement**") is dated the 1st day of January, 2024

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter referred to as the "Paramedic Service")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as "Fire Services")

WHEREAS the Paramedic Service shall effective January 1, 2020 provide land ambulance paramedic services throughout its jurisdiction and Fire Services shall cease providing such services;

AND WHEREAS Fire Services has completed various maintenance work and preventative maintenance on emergency response vehicles, including fire trucks and land ambulance vehicles owned by Fire Services and the Paramedic Service;

AND WHEREAS the Paramedic Service has and will continue to be the registered owner of any and all land ambulance vehicles utilized within the City of Sault Ste. Marie, Province of Ontario;

AND WHEREAS the Paramedic Service requested that Fire Services enter into a Maintenance Agreement to provide certain maintenance services as specified in Section 2 herein ("Maintenance Services") on all land ambulance vehicles owned by the Paramedic Service;

AND WHEREAS the Paramedic Service and Fire Services entered into an Agreement dated December 19, 2019 which was extended by Amending Agreement dated January 1, 2022, which collectively had a term commencing January 1, 2020 and ending December 31, 2023;

AND WHEREAS the Paramedic Service has requested that Fire Service continue to provide the Maintenance Services to the Paramedic Service and Fire Services is agreeable to same subject to the terms and conditions specified herein:

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM

This Agreement shall commence January 1st, 2024 and continue for a period of two (2) years, ending on December 31, 2025 (the "Term"). The Paramedic Service shall have the option to renew this Agreement on a year-to-year basis, subject to successful negotiations between Fire Services and the Paramedic Service on a renewal. The Paramedic Service shall provide Fire Services with at least three (3) months' written notice of its intent to renew the Agreement prior to the expiry of the Term or Renewal Term as applicable and thereafter negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term or renewal Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.

2. MAINTENANCE SERVICES

- (a) The Paramedic Service represents and warrants that it is the registered owner of twenty-three (23) land ambulance vehicles ("Vehicles"). The number of Vehicles may change during the Term or renewal Term and the terms and conditions set out herein shall apply to any such new Vehicles during the Term or renewal Term if applicable. This Agreement does not apply to any other vehicles that may be owned by the Paramedic Service, and rather only the land ambulance vehicles as set out herein.
- (b) Notwithstanding Section 2(a) above, in the event of a significant change in the number of Vehicles required to be serviced by Fire Services pursuant to this Agreement, the sole determination of which shall be made by Fire Services, the parties hereto acknowledge and agree that Fire Services may provide notice of its intention to amend the terms of this Agreement and upon such notice, negotiations shall forthwith ensue. If the parties cannot agree to amended terms for the Term or renewal Term, the Agreement may terminate at the sole option of Fire Services upon Fire Services providing thirty (30) days written notice to the Paramedic Service.
- (c) Fire Services shall provide only the following services to all the Vehicles owned by the Paramedic Service as referenced on Section 2(a) above:
 - (i) Transportation of the Vehicles;
 - (ii) Repair of the Vehicles;
 - (iii) Scheduled preventative maintenance on the Vehicles to meet Original Equipment Manufacturer and Ministry of Health requirements; and
 - (iv) Annual Safety Inspections on the Vehicles as required by the Ontario Ministry of Transportation,

hereinafter referred to as the "Maintenance Services". Fire Services shall not be responsible for any other maintenance or other services on the Vehicles unless

set out herein and those other maintenance and services shall be the responsibility of the Paramedic Service.

- (d) Fire Services reserves the right at its sole discretion to decline a particular Maintenance Service on a Vehicle if the work is of a substantial nature or beyond the scope and training of Fire Services' personnel.
- (e) The Paramedic Service shall keep the Vehicles clean, sanitary and in good working order. The Paramedic Service shall forthwith advise and fully disclose to the Fire Services any issues, repairs or concerns regarding any Vehicle and provide full details necessary for Fire Services to complete the Maintenance Services set out in this Agreement.

3. COSTS

- (a) The Paramedic Service covenants and agrees to pay Fire Services for the Maintenance Services provided under this Agreement on the following basis:
 - (i) Paramedic Service shall pay Fire Services for all Maintenance Services performed by Fire Services at the current rate of Eighty Five (\$85.05) Dollars and Five Cents per hour plus HST for all labour completed;
 - (ii) Paramedic Service shall pay the actual costs for all parts purchased by Fire Services to complete the Maintenance Services plus HST;
 - (iii) Paramedic Service shall also pay Fire Services ten (10%) percent of the actual total labour and parts charged for all Maintenance Services completed by Fire Services, plus HST which the parties acknowledge and agree shall cover the costs of numerous small consumables and other products used by Fire Services to complete the Maintenance Services; and
 - (iv) Paramedic Services shall also pay Fire Services Ten (10%) percent of the actual amount set out in Section 3(a)(iii) above plus HST which the parties acknowledge and agree shall be an administrative fee for tracking, invoicing and payment accompanied with this agreement.
- (b) In the event that the actual rate per hour for labour set out in Section 3(a)(i) above increases for Fire Services based on the Collective Agreement with the Sault Ste. Marie Professional Firefighters Association, the parties hereto acknowledge and agree that Fire Services shall be permitted to forthwith increase the hourly rate for labour set out in Section 3(a)(i) during the Term or renewal Term if applicable to reflect the new increased hourly rate per hour for labour of Fire Services.
- (c) Fire Services shall notify the Paramedic Service if any particular Maintenance Service shall exceed Four Thousand (\$4,000.00) Dollars immediately upon becoming aware of such requirements. In such an event:

- (i) the Paramedic Service must provide Fire Services with prior written approval before any such required major repair or major maintenance is undertaken by Fire Services;
 - (ii) Paramedic Service shall provide Fire Services with its written decision as to whether or not Fire Services should proceed with the Maintenance Service within four (4) hours of receiving the notification of the costs of repair from Fire Services as set out herein; and
 - (iii) in the event that Paramedic Service does not provide its written response as set out herein, Fire Services shall not complete the Maintenance Service.
- (d) Fire Services shall invoice the Paramedic Service on a monthly basis for all Maintenance Services provided on the Vehicles pursuant to this Agreement, indicating the total costs payable as set out in Section 3(a)(b) above.
- (e) The Paramedic Service shall pay Fire Services within thirty (30) days the amount so invoiced by Fire Services.
- (f) The Paramedic Service shall also pay all normal operating expenses related to the Vehicles.

4. INDEMNITY

- (a) The Paramedic Service hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless Fire Services and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of Maintenance Services or otherwise connected with this Agreement, except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.
- (b) To this end, the Paramedic Service hereby acknowledges and agrees that Fire Services shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that Fire Services shall have full control over Fire Services' defence and/or response to such proceedings, and further, that all costs incurred by the Fire Services in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by the Paramedic Service immediately upon demand by Fire Services as incurred by Fire Services.

5. LIMITED LIABILITY AND RELEASE

The Paramedic Service hereby releases and forever discharges Fire Services, including its elected officials, officers, employees, agents and contractors; and the Paramedic Service further agrees that notwithstanding anything to the contrary contained herein, Fire Services, including elected officials, officers, employees, agents and contractors shall not be liable to the Paramedic Service or to anyone for whom the Paramedic Service may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Paramedic Service or any of the Paramedic Service's agents, employees and contractors in relation to or in connection with Fire Services performing their duties contained herein except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.

6. INSURANCE

The Paramedic Service represents and warrants that it has and shall maintain for the Term of this Agreement, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a municipality as defined in the *Municipal Act, 2001* 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 Five Million (\$5,000,000.00) Dollars. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name "The Corporation of the City of Sault Ste. Marie" as an "Additional Insured". The Paramedic Service shall provide a Certificate of Insurance confirming the coverages in place, to the satisfaction of the The Corporation of the City of Sault Ste. Marie's Risk Manager immediately upon execution of this Agreement.

7. TERMINATION

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least three (3) months' prior written notice of its intention to terminate.
- (b) In the event the Paramedic Service fails to make any payment as set out in this Agreement, the Fire Services may, at its option and upon thirty (30) days written notice to the Paramedic Service, terminate this Agreement.
- (c) This Agreement may be terminated immediately by either party upon written notice to the other party in the event that the Paramedic Service no longer operates, is incapable of operating, or if the Ministry of Health and Long-Term Care suspends or terminates the Paramedic Service delivery and funding agreement.
- (d) Paragraphs 2-7 and 9 inclusive shall survive the termination or completion of this Agreement.

8. NOTICE

- (a) Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:
- (i) delivering the notice personally;
 - (ii) 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
 - (iii) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of Fire Services:

Peter Johnson, Fire Chief
 The Corporation of the City of Sault Ste. Marie
 Sault Ste. Marie Fire Services
 72 Tancred Street
 Sault Ste. Marie, ON P6A 2W1
p.johnson@cityssm.on.ca

in the case of the Paramedic Service:

Katie Kirkham, Chief Paramedic Services
 District of Sault Ste. Marie Social Services Administration Board
 EMS – Social Services
 540 Albert Street East
 Sault Ste. Marie, ON P6A 5L8
K.Kirkham@socialservices-ssmd.ca

9. GENERAL

- (a) 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.
- (b) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service 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.
- (c) 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.
- (d) 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.

- (e) 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:

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION
BOARD**

M. NADEAU, CAO

I have authority to bind the Corporation

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-187

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for engineering services for the design, approvals, contract administration and field inspection for the Fourth Line Culvert Replacement.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated December 2, 2024, between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering for the design, approvals, contract administration and field inspection for the Fourth Line Culvert Replacement.

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 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Association of Consulting Engineering
Companies | Ontario (ACEC-Ontario) in
partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

2024PWE-ENG-08-P

The Corporation of the City of Sault Ste. Marie – Fourth Line Culvert Replacement

Table of Contents

DEFINITIONS	4
ARTICLE 1 - GENERAL CONDITIONS	5
ARTICLE 2 – SERVICES TO BE PROVIDED	12
ARTICLE 3 - FEES AND DISBURSEMENTS	13
ARTICLE 4 – FORM OF AGREEMENT	17
ARTICLE 5 – SCHEDULES.....	18

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

Dated the 2nd day of December, 2024

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

TULLOCH Engineering Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Obtain Professional Engineering Services
associated with the replacement of the Fourth Line Culvert

Hereinafter called the 'Project' and has requested the Engineer to furnish professional Services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his/her Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

~~The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.~~

~~The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.~~

1.11 **Insurance**

~~The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.~~

- ~~a) Comprehensive General Liability and Automobile Insurance~~

~~The Insurance Coverage shall be \$ 5,000,000.00 per occurrence and in the aggregate for general liability and \$ 2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.~~

~~b) Professional Liability Insurance~~

~~The Insurance Coverage shall be in the amount of \$ 2,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.~~

~~e) Additional Coverage~~

~~If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.~~

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

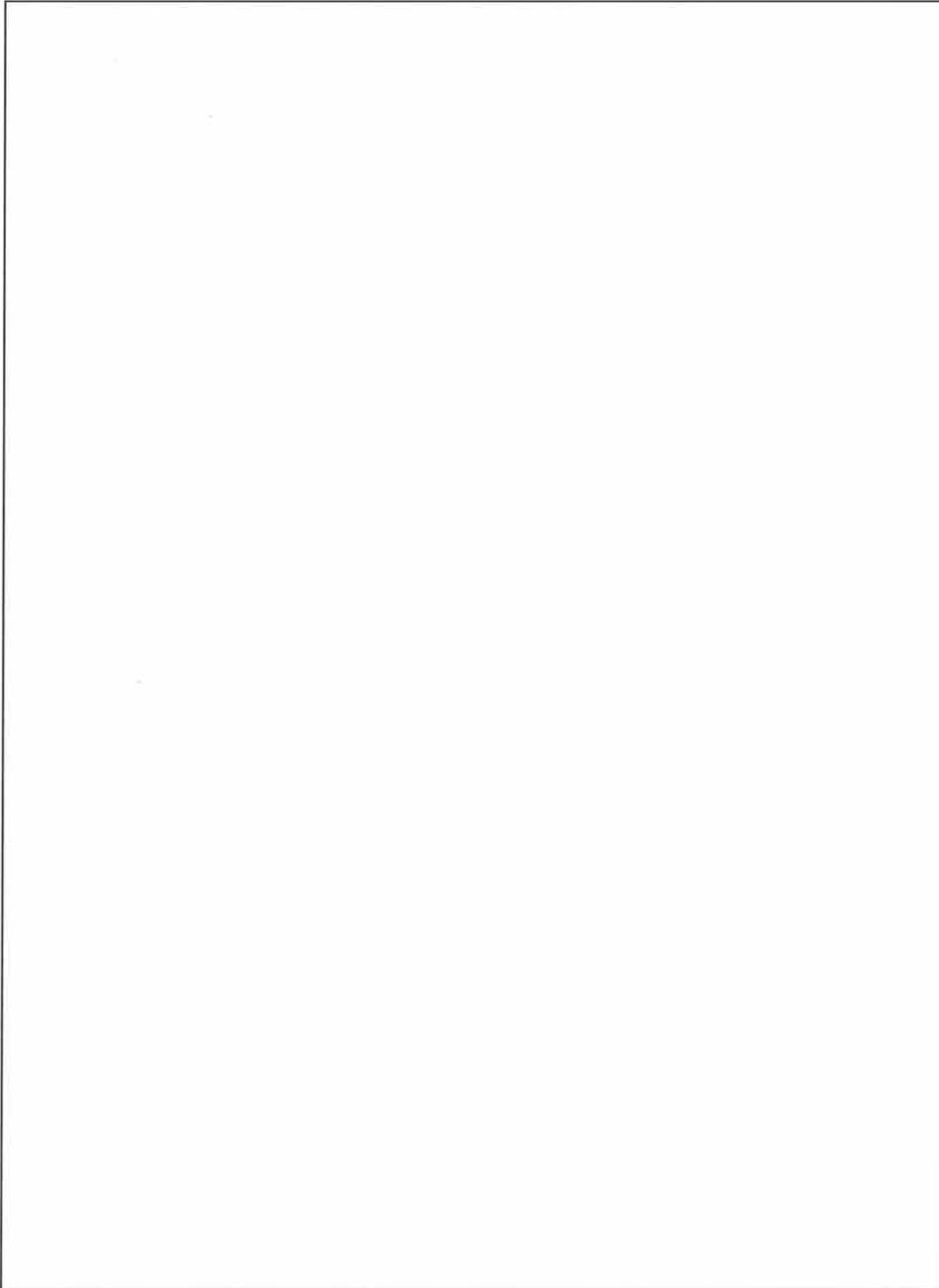
- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.



ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.



- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.



ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) **Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer the Client's engineering and office expenses, or cost of land.

b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 **Basis of Payment for this agreement**

Fees Calculated on Time with Upset Limit

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

3.2.1 **Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

b) Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Upset Cost Limit

Applies

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 156,199.60 plus, applicable taxes made up as follows:
 - (i) \$156,199.60 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ 0.00 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 **Payment**

3.3.1 **Fees Calculated on a Time Basis**

Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 **Fees Calculated on a Percentage of Cost Basis**

Does Not Apply

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within _____ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the _____ months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum

Does Not Apply

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 12% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This ____ Day of _____, 2024__

Signature		Signature	
Name	Larry Jackson, P.Eng.	Name	
Title	General Manager of Engineering	Title	

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ____ Day of _____, 20 ____

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

--

Attached
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

NOTE: Attach all appropriate schedule documents as indicated (X).

Schedule A – Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

~~**Option A** (The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):~~

~~Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.~~

~~Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:~~

~~**1.10 Indemnification**~~

~~The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:~~

- ~~(a) — all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and~~
- ~~(b) — all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,~~

~~provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, 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 Engineer.~~

~~**1.11 Insurance**~~

~~Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.~~

~~**Commercial General Liability Insurance**~~

~~Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of~~

~~Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.~~

Automobile Liability Insurance

~~Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.~~

Professional Liability Insurance

~~Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.~~

~~The City will accept in place of the above mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.~~

~~Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.~~

~~All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.~~

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification**" and "**1.11 Insurance**" in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, 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 Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

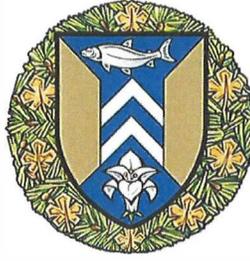
Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2024PWE-ENG-08-P

PROFESSIONAL ENGINEERING SERVICES
FOURTH LINE CULVERT REPLACEMENT

CLOSING DATE AND TIME REQUIREMENTS:

Electronic Submissions Only, will be received by the Bidding System
no later than 4:00 p.m. local time on **Friday, November 15, 2024.**

October 28, 2024

1. INFORMATION TO PROPONENTS	4
1.1 Introduction.....	4
1.2 Methodology for Submitting Proposals	4
1.3 Errors, Omissions, Clarifications	5
1.4 Withdrawal/Decline of Proposal	6
1.5 Informal Proposals.....	6
1.6 Proposal Evaluation	6
1.7 Site Inspection and Requirements of Work	7
1.8 Proposal Left Open	7
1.9 Schedule	8
1.10 Incurred Costs.....	8
1.11 Alterations to Documents	8
1.12 Confidentiality & Post-Award Comment	8
1.13 Municipal Freedom of Information & Protection of Privacy Act	9
1.14 Indemnification and Insurance	9
1.15 Agreement for Services	9
2. TERMS OF REFERENCE.....	10
2.1 Introduction.....	10
2.2 Existing Documentation	10
2.3 Municipal Class Environmental Assessment Requirements	10
2.4 Project Requirements.....	10
2.5 Project Deliverables.....	11
2.6 Project Schedule	11
2.7 Existing Culverts – Additional Information	11
3. SUBMISSION REQUIREMENTS.....	12
3.1 Experience & References	12
3.2 Methodology	12
3.3 Project Timelines.....	13
3.4 Fee Schedule.....	13
4. APPENDICES	14

Applicable plans/drawings/attachments14

SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from established consulting firms with the experience and technical abilities to provide engineering services associated with the proposed replacement of the Fourth Line culvert near civic 340 Fourth Line East.

Engineering services required for this project include the design, approvals, contract administration and field inspection associated with replacement of the culvert. Other items as may be reasonable are assumed to form part of the scope of work and shall be included.

1.2 Methodology for Submitting Proposals

Registering to Bid

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and be registered as a Plan Taker for the Proposal opportunity.

Electronic Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Proposal Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours

prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact [bids&tenders support](#).

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

1.3 Errors, Omissions, Clarifications

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal.

Submitting questions and receiving addendums

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific proposal opportunity.

An addendum issued through the bidding system is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proponent to review all Addenda that are issued. Proponents should check online at [Sault Ste. Marie Bid Opportunities Website](#) prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.

In the event that a Proponent submits their proposal prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to "**Incomplete**". The Proponent is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Proposal is received by the Bidding System no later than the stated Proposal closing time and date.

1.4 *Withdrawal/Decline of Proposal*

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

1.5 *Informal Proposals*

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

1.6 *Proposal Evaluation*

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Firm's and Consulting team's demonstrated expertise on the subject matter including:
Consulting Team's ability outlining corporate profile in water resources, culvert design and municipal road design;
Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;
Relevant past experience on similar projects (30%);
- 2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project (35%);
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines (15%); and
- 4) A fee or commission schedule (showing HST as extra). No further payment will be made above this figure unless authorized in advance by the City (20%).

In the evaluation process, the City may consider the proponent's past performance or

conduct on previous contracts with the City or other institutions. The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement can be found by visiting [Sault Ste. Marie Health and Safety page](#). Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the

closing date.

1.9 Schedule

- (A) Release of RFP: October 28, 2024
- (B) Question Close: November 7, 2024
- (C) Submission of Proposal: November 15, 2024
- (D) Recommendation of Award: December 2024
- (E) Commencement of Services: January 2025

The City reserves the right to alter the scheduling of items “D” to “E”. 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 email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may 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.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent and the RFP as issued and amended shall constitute the Agreement for this Project.

The successful Proponent will be required to enter into an agreement for professional services such as MEA for engineering services, with the City's Insurance and Indemnity special provisions (Schedule A); with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure. An alternate agreement may be approved for use provided it meets city requirements

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is requesting proposals for engineering services associated with proposed replacement of the Fourth Line culvert near civic 340 Fourth Line East. The culvert is located where a Fort Creek tributary crosses Fourth Line, approximately 450m east of Old Goulais Bay Road. The culvert is approximately 900mm in diameter and is made up of a number of different cross-sections: circular CSP, circular concrete pipe and concrete arch. In 2020, the bank around the inlet failed and compromised the culvert. The City made temporary repairs with their own forces.

Engineering services required for this project include the design, approvals, contract administration and field inspection of a culvert replacement. The successful proponent should be prepared to review the adjacent roadside ditches and methods for directing the water to the creek.

The successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. The detailed total station survey has been completed by a City survey crew. The proponents should consider geotechnical and hydrologic requirements, as well as dewatering and permits or approvals required for construction.

2.2 Existing Documentation

It will be up to the Proponent to request existing drawings and CCTV records from the City Engineering Division.

2.3 Municipal Class Environmental Assessment Requirements

This project is assumed to be exempt from the Municipal Class EA process. The successful consultant must satisfy themselves with this.

2.4 Project Requirements

Communications - Meetings, Workshops and Public Information Centres

The minimum is expected to be:

- Two design meetings with City staff
- One public information session or public notification of residents

- Contract/tender preparation
- Contract administration
- Resident site inspection

Project Scope and Time-Frame

It is anticipated that the project will be tendered in May 2025 with construction completed by November 2025 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement approval.

2.5 Project Deliverables

The project deliverables shall include:

- Preliminary design reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- Approval and permit application package
- Preparation of all contract documents
- Contract administration
- As-built drawings

2.6 Project Schedule

Provide detailed project schedule recognizing critical deliverables, progress meetings and timelines; indicating how they intend to meet the timelines established by the City.

2.7 Existing Culverts – Additional Information

The overall length of the existing culvert is 47.3m. The depth to the north end of the culvert is 7.4m below centerline of road, while the south end is 8.3m below centerline. The culvert skew is approximately 11 degrees to the road and records indicate that there is gasmain and watermain on the south side of the road.

SECTION 3

3. SUBMISSION REQUIREMENTS

3.1 Experience & References

Demonstrate your Consulting team's ability outlining corporate profile in water resources, culvert design and municipal road design; of similar scope and size, within the last five (5) years preferred. Outline qualifications and experience of assigned staff.

- Include relevant past experience on similar projects and professional representative experience, providing relevant references (minimum of 3).
- Include listing of Key Personnel with brief Curriculum Vitae (CV) and Roles to be utilized for the Project.

Complete these section(s) within the Bidding System:

- Step 3: References
 - Company Overview
 - Previous Relevant Projects
 - References
 - Project Team Experience and Qualifications
- Step 4: Documents
 - CVs, as Document Upload [if applicable]

3.2 Methodology

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.

Proponents should include details of their Work Plan and Methodology.

Value Add - Outline any additional services which may be beneficial to delivery and completion of the Project.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Methodology)
 - Project Understanding, Methodology, Approach and Work Plan

3.3 Project Timelines

Proponents are required to provide a detailed work plan/schedule indicating how they intend to meet the timelines established by the City.

Complete these section(s) within the Bidding System:

- Step 2: Specifications (Timelines)
 - Project Schedule outline
- Step 4: Documents
 - Schedule Chart, as Document Upload [if applicable]

3.4 Fee Schedule

Proponents shall provide a fee schedule for the Services, if applicable broken down into steps reflecting the required scope of services outlined within. Time allotments including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion. Agents will not be reimbursed for travel expenses.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed.

Complete these section(s) within the Bidding System:

- Step 1: Schedule of Prices
 - Fee Estimate
- Step 4: Documents
 - Task-Cost Matrix, as Document Upload [if applicable]

SECTION 4

4. APPENDICES

Applicable plans/drawings/attachments

The following list of documents are provided as attachment and form a part of the RFP document:

- City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions

2024PWE-ENG-08-P - Professional Engineering Services - Fourth Line Culvert Replacement

Opening Date: October 28, 2024 4:15 PM

Closing Date: November 15, 2024 4:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

FEE ESTIMATE - ENGINEERING SERVICES

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents	
Subtotal:	

Summary Table

Bid Form	Amount
FEE ESTIMATE - ENGINEERING SERVICES	
Subtotal Contract Amount:	

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *
Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	
Identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables, outlining any known challenges and risks associated with the project.	
Outline any additional services, value add which may be beneficial to delivery and completion of the project.	

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
Provide outline of your proposed project schedule, recognizing deliverables, progress meetings and timelines.	

ACKNOWLEDGEMENTS

Acknowledgements requested on this form are to be provided by the Proponent

Acknowledgements	Agreement *
I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act	<input type="checkbox"/> Yes <input type="checkbox"/> No

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
Project Owner			
Project Title			
Contract Value			
Start and Completion dates			
Was the project completed on time? If not, provide explanation			
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)			

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects of a similar size and scope; and completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name			
Contact Information (Phone; Email; Address)			
Detail of Reference Project			

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	# Years *	Responsibility *

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Resume (CV) (optional)
- Schedule Plan * (mandatory)
- Task-Cost Matrix * (mandatory)

Addenda, Terms and Conditions

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 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 further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

2024PWE-ENG-08-P - Professional Engineering Services - Fourth Line Culvert Replacement

Opening Date: October 28, 2024 4:15 PM

Closing Date: November 15, 2024 4:00 PM

Vendor Details

Company Name: Tulloch Engineering Inc.
Address: 71 Black Rd - Unit 8
Sault Ste. Marie, Ontario P6B 0A3
Contact: Christopher Valela
Email: christopher.valela@tulloch.ca
Phone: 613-818-8042
HST#:

Submission Details

Created On: Monday November 11, 2024 14:50:24
Submitted On:
Submitted By: Christopher Valela
Email: christopher.valela@tulloch.ca
Transaction #:
Submitter's IP Address:

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

FEE ESTIMATE - ENGINEERING SERVICES

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents	\$156,199.6000
Subtotal:	\$ 156,199.60

Summary Table

Bid Form	Amount
FEE ESTIMATE - ENGINEERING SERVICES	\$ 156,199.60
Subtotal Contract Amount:	\$ 156,199.60

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Description	Response *
-------------	------------

<p>Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.</p>	<p>In the year 2020, the natural bank surrounding the inlet of the subject culvert experienced a failure, leading to a compromise of the culvert's integrity, resulting in its subsequent deterioration. The City of Sault Ste. Marie (City) promptly initiated temporary repairs using their in-house resources. However, in pursuit of enhancing the culvert's structural integrity, the City is now contemplating a comprehensive culvert replacement. This culvert measures approximately 900mm in diameter and exhibits a differing array of cross-sections, featuring circular Corrugated Steel Pipe (CSP), circular concrete pipe and concrete arch sections.</p> <p>The City is seeking comprehensive technical and financial proposals from qualified and experienced engineering consultants for the design of a replacement for the Fourth Line Culvert, located near civic address 340 Fourth Line East. This project site is situated along Fourth Line, approximately 450 meters east of Old Goulais Bay Road. This proposal is intended to satisfy such request.</p> <p>TULLOCH will be responsible for completing both preliminary and detailed designs, including cost estimates, production and distribution of public notices, coordination of progress meetings, preparation of drawings, specifications, and contract documents. TULLOCH will also provide valuable assistance during the tendering process. Additionally, we will appoint a full-time representative for contract administration, ensuring the completion of as-built drawings and inspections. We will also assess adjacent roadside ditches and strategies for directing water flow towards the creek.</p> <p>This project mandates the completion of essential studies, such as a Geotechnical Investigation, Excess Soil requirements and Hydrologic requirements, to support the project's design recommendations. It is understood the successful proponent will assume responsibility for obtaining all necessary permits and approvals from relevant authorities or agencies. The Fourth Line culvert replacement project is currently exempt from the Environment Assessment process unless the preliminary design identifies the need for a schedule revision, which will be carried out as required.</p> <p>Based on our existing detailed knowledge of the assignment and review of existing documentation, it is our opinion that effectively dealing with the following key considerations will be critical to the success of the project:</p> <ul style="list-style-type: none"> • Traffic Management: Implementing the replacement of the Fourth Line Culvert with a suitable detour necessitates a comprehensive traffic study. This study is essential for redirecting vehicles through alternative, viable routes. • Robust Design: The project demands a design capable of enduring for many decades, while simultaneously minimizing maintenance requirements and nearby erosion. Beyond technical correctness, the design must prioritize mitigating environmental impacts, reducing maintenance needs, and optimizing life cycle costs. • Minimize Disruption During Construction: The proposed project will require in-water works. The planning and construction of the project must incorporate all reasonable measures to minimize this disruption to the environment. • Ministry Approvals: TULLOCH is committed to proactive engagement with pertinent authorities such as the Sault Ste. Marie Region Conservation Authority, the Ministry of Northern Development, Mines, Natural Resources, and Forestry (NDMNRF), and the Department of Fisheries and Oceans (DFO). Timely consideration of their requirements is imperative to forestall any delays in commencing construction.
<p>Identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables, outlining any known challenges and risks associated with the project.</p>	<p>WORK PROGRAM</p> <p>Based on the Request for Proposal and key project considerations identified within, we have developed a work program to satisfy the objectives of the assignment. The individual project tasks, which are applicable for this project, unless otherwise stated, are briefly described below.</p> <p>1. PROJECT INITIATION AND INITIAL SITE REVIEW</p> <p>1.1 Project Initiation and Agreement for Services TULLOCH staff will prepare a service agreement using the standard template supplied by the Municipal Engineers Association Client/Consultant standard contract. The agreement will be reviewed and approved by the City of Sault Ste. Marie.</p> <p>1.2 Project Kickoff Meeting TULLOCH will participate in a project initiation meeting with the City of Sault Ste. Marie, where we'll introduce the essential team members and thoroughly assess the proposed scope of work and schedule. Additionally, we'll organize a field review to help a team become acquainted with the project.</p> <p>2. BACKGROUND DATA COLLECTION</p> <p>2.1 Gather Background Information TULLOCH will obtain any relevant data in the City of Sault Ste. Marie's possessions including any previous studies, reports, photos and measurements which will be used to supplement the data we gather later.</p> <p>2.2 Initial Site Review TULLOCH will conduct a field review to familiarize the team with the project site. Photos of the project site will be taken and a review of the existing culvert, water course, roadway, roadside ditches, and adjacent structures (resident site inspection) will be performed.</p>

2.3 Review and Catalogue Natural Heritage Features

A comprehensive review of background records will cover the immediate water crossing zone, its connection to nearby watercourses, and natural heritage features. This review will utilize resources such as NHIC, LIO, Environment Canada's Species at Risk Registry, Fisheries and Oceans Canada's Aquatic Species at Risk mapping, and other relevant studies or materials from regulatory agencies. Existing drawings of the culvert and roadway, as well as inspections of the water crossing and adjacent lands within 120 meters, will be completed by qualified TULLOCH professionals. This will document existing conditions, including fish and Species at Risk habitat, obstructions to fish passage, flow patterns, and sensitive features. The collected information will inform the design and permitting. Additionally, an assessment of existing Natural Environmental features and an Impact Assessment will be completed to meet environmental permitting requirements. The assessment will consider sensitivities, evaluate changes to existing conditions, and recommend mitigation measures to comply with environmental regulations, including the Fisheries Act. A DFO Request for Review may be required due to recent changes in the Fisheries Act.

As noted in the RFP this project is assumed to be exempt from the Municipal Class EA process.

2.4 Hydrologic Analysis

TULLOCH will determine the drainage areas and watershed conditions utilizing the City of Sault Ste. Marie GIS elevation data, coupled with Ontario Base mapping, Ontario Flow Assessment Tools and the topographic survey. Once the drainage areas are determined, TULLOCH will be able to analyze the hydrology and hydraulics of the creek by using publicly available rain gauge data, design storms, soil group classification and other parameters. Flow hydrographs will be developed for use in the scour assessment.

2.5 Supplemental Topographic Survey

In accordance with the terms of the Request for Proposals, the topographic survey is to be completed by the City, however we have provided an allowance (Provisional fee) for a supplemental topographic survey to be completed in the event data gaps exist. Prior approval will be required from the City before initiating this task.

2.6 Hydraulic Analysis

TULLOCH will thoroughly assess replacement/rehabilitation options, considering current and desired hydraulic performance, construction feasibility, cost, environmental impact, aquatic life considerations, and other relevant factors. Each alternative will be developed with enough detail to identify potential issues and complications. We will systematically evaluate these alternatives, weighing their pros, cons, adverse effects, and potential mitigation measures. This process will guide the decision-making to select the most suitable alternative for the project's goals. TULLOCH will provide comprehensive background information for input from the City and SSMRCA. We employ advanced software for precise hydraulic analysis, ensuring efficient designs.

2.7 Scour Assessment

A bridge/culvert assessment starts with an office review of watercourse details and geotechnical data, followed by field inspections, a scour analysis, and a river morphology assessment. This information is vital for robust and problem-preventing design. Trained TULLOCH staff conduct the examination, reviewing historical engineering data, visually inspecting the site, recording soil conditions, sediment characteristics, skew angles, and checking for scour evidence under the bridge.

2.8 Geotechnical Investigation, Excess Soils Compliance and Slope Stability Analysis

TULLOCH will conduct a geotechnical investigation at the site, involving the drilling of two boreholes to a depth of 15.0m or until auger refusal, whichever is shallower. Soil samples will be collected using a 51mm split spoon barrel and Standard Penetration Tests (SPT) at specific intervals. If cohesive soils are found, additional tests will be performed to determine shear strength properties. Groundwater levels will be recorded, and soil samples will be evaluated in the field and later in the laboratory. A geotechnical report, following Canadian standards, will be prepared, reviewed by the client, and finalized by a licensed Professional Engineer in Ontario.

In accordance with O.Reg. 406/19, TULLOCH will perform the necessary soil sampling and testing. The results of the testing, as well as the excess soil past uses and soil characterization will be documented and presented in a report, for inclusion in the Tender Documents.

TULLOCH had visited the site and observed erosion of the banks downstream of the crossing. On the top of the bank, particularly on the west side of the water course, is a residential garage/house structure which could be influenced by the stability of the bank. As part of the geotechnical investigation, TULLOCH will assess the stability of the soil adjacent to the crossing and provide recommendations (if any).

3. DESIGN, SPECIFICATIONS, APPROVALS AND TENDERING

3.1 Preliminary Design

TULLOCH will complete the preliminary design of the culvert repair works in accordance with City requirements, as applicable. Throughout this stage, we will identify and analyze alternatives, consult with the City and other affected stakeholders to develop an efficient, robust and constructible design. Key considerations in the design will be constructability and minimizing impacts on property owners and the environment.

3.2 Natural Environment Impact Assessment

Upon developing preliminary design alternatives, TULLOCH's environmental team will assess the natural environment impact for each. Mitigating measures will be recommended and incorporated into the design where deemed appropriate.

3.3 Review Meeting

Following the completion of key milestones in the design process, we will propose a review meeting with City staff. At this meeting, we will review progress to date, cost estimates for the work and receive further direction from the City for the completion of the remainder of design into tender drawings and specifications.

3.4 Detailed Design Drawings

Detailed design is the phase where the design is refined and plans, specifications and estimates are created. TULLOCH will prepare the contract drawings that meet the client's requirements and in accordance with City standards. Drawings will clearly differentiate between original conditions and new construction, with all prominent features clearly labelled and design features identified by appropriate legends.

The detailed design will incorporate all aspects of the work including but not limited to; removals, culvert geometry, cut-off walls, armoured slopes, toe revetment, and environmental controls and mitigation measures during construction. Roadway restoration and examination of the roadside erosion protection systems will also be addressed.

3.5 Public Information Session

A public information session will be held once a detailed design and construction schedule has been determined. The purpose of the information session is to inform the public about the proposed project, traffic detours, and any potential interruptions to services.

3.6 Approvals

TULLOCH will apply for and obtain all necessary approvals required for the project potentially including but not limited to an in-water work permit from the Ontario Ministry of Natural Resources and Forestry, Sault Ste. Marie Region Conservation Authority permit under O.Reg. 176/06., and review by the Department of Fisheries and Oceans approvals branch to ensure compliance with the Fisheries Act. TULLOCH's Environmental group has the design knowledge and permitting experience to successfully mitigate environmental impacts and meet project timelines.

3.7 Contract Document/Specifications Preparations

Contract specifications will be prepared to provide instructions to contractors. Special provisions will be used to address specific construction practices, materials and methods of measurement for payment. In preparing the specifications, TULLOCH will utilize Ontario Provincial Standard Specifications as much as possible. Quantity and cost estimates will be updated throughout the detailed design phase and significant cost escalation items will be reported to the City as they arise.

3.8 Pre-Tender Cost Estimate

In addition to regular cost estimate updates throughout the project, a pre-tender cost estimate will be prepared by TULLOCH for the information of the City and will be based on the final items and quantities within the contract documents. TULLOCH will work with the City to ensure the project stays within the budget.

3.9 Review Meeting

Following the completion of the public information session and pre-tender cost estimate, we will propose a review meeting with City staff. At this meeting, we will finalize any remaining items prior to tendering the project.

3.10 Assistance with Tendering

In addition to the preparation of construction specifications and contract documents, TULLOCH will administer the tendering process on behalf of the City of Sault Ste. Marie in accordance with the City's procurement by-law. Enquiries during the tender period will be addressed by TULLOCH by addendum.

3.11 Review of Tenders and Tender Report to Council

TULLOCH will be present during the closing of the bid process and evaluate the bids for completeness, accuracy, experience and cost. A tender review report including recommendations will be provided to the City and TULLOCH staff will make themselves available to City Council to address any questions and concerns that may arise.

4. CONSTRUCTION SERVICES

	<p>TULLOCH excels in contract administration, ensuring fair and transparent handling of contracts, adhering to legal requirements, and delivering projects efficiently and on budget.</p> <p>4.1 Prepare and Review Tender Documentation Prior to construction commencement, TULLCOH Staff will review the required submissions from the contractor as specified in the contract documents including, but not limited to: bonding, insurance, WSIB clearance certificates, shop drawings, etc.</p> <p>4.2 Project Management, Construction Contract Administration and Quality Assurance Inspections TULLCOH's highly experienced staff will provide full-time construction contract administration and quality assurance. TULLOCH's expertise in contract management provides an assurance that the contract will be administered in a fair and transparent manner in accordance with the contract documents and governing law.</p> <p>Throughout the duration of the project construction, TULLOCH staff will provide the public with updates on the project progress and any interruptions around the site.</p> <p>4.3 As- Built Drawings On completion of construction activities, we will provide the City with a set of as-built plans to benefit future maintenance and information needs.</p> <p>4.4 Warranty Period Services After substantial completion of the project, TULLOCH staff will review the constructed conditions and coordinate any 'make good' work required of the contractor. Final payment certificates will be issued in addition to ensuring the contractor's project close-out submittals are completed in accordance with the contract documents.</p>
Outline any additional services, value add which may be beneficial to delivery and completion of the project.	<p>Material Testing (Provisional) TULLOCH's in-house material testing laboratory is equipped to provide quality assurance testing for all soil, aggregate, asphalt, and concrete needs throughout the duration of the project.</p>

PROJECT SCHEDULE

Provide outline of project schedule for completing the objectives and deliverables in accordance with the timelines.

An attached Schedule Chart mapping tasks; phases; timelines etc. shall be provided in the the Document Upload section of the Bidding System.

Description	Response *
Provide outline of your proposed project schedule, recognizing deliverables, progress meetings and timelines.	TULLOCH is committed to the delivery of the project on time and on budget. We have prepared the attached schedule in accordance with our work plan. The proposed schedule milestones within the RFP are reasonable and we confirm we have sufficient resources to complete the requested work.

ACKNOWLEDGEMENTS

Acknowledgements requested on this form are to be provided by the Proponent

Acknowledgements	Agreement *
I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Introduction & Overview *
<p>TULLOCH is a leading engineering firm renowned for delivering comprehensive planning, surveying, engineering, and environmental services across Canada. Our primary objective is to cater to our clients' needs in renewable energy development, environmental stewardship, infrastructure design, and the management of capital construction projects. In addition, TULLOCH believes in practicing an integrated and balanced work approach that encapsulates numerous important aspects including the project requirements and due dates, as well as the health and safety of employees in the work environment.</p> <p>Originating in 1991 as a modest consulting survey practice with a single office and five personnel, TULLOCH engineering has since evolved into a multidisciplinary engineering enterprise with a workforce of over 400 professionals branching across 18 offices, with services extending nationwide and internationally. With a distinguished legacy spanning over three decades, TULLOCH has consistently provided pragmatic engineering and survey solutions to diverse clientele comprising of both private enterprises and government entities. Our portfolio encompasses a broad spectrum of projects ranging from large government initiatives to private residential requests.</p> <p>Presently, TULLOCH boasts specialized proficiency in civil, structural, geomatics, municipal, geotechnical, environmental, and transportation engineering, complemented by our adeptness in LiDAR (Light Detection and Ranging) technology and mapping services. We cater to industrial, commercial, and governmental clients, offering a comprehensive suite of survey, design, and contract administration services.</p> <p>The strength of TULLOCH lies in our diverse service offerings. By seamlessly integrating infrastructure design and land surveying capabilities, we furnish holistic solutions to our clients. Our adeptness in both geomatics services and civil engineering design empowers clients to access a centralized resource for projects spanning renewable energy initiatives, utility corridor development, subdivision planning, highway and road infrastructure, and municipal developments.</p> <p>Operating in Northern Canada possesses distinctive and intricate challenges, to which TULLOCH is adequately attuned. Our extensive fleet of equipment and depth of expertise uniquely position us to navigate the northern landscape, offering us a competitive edge. To efficiently navigate rugged terrains and manage geographically dispersed teams, we have established permanent, full-service offices in strategic locations. Additionally, we operate numerous temporary construction site offices across Canada, tailored to the specific demands of the ongoing projects.</p>

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
Project Owner	Corporation of The City of Sault Ste. Marie	Alamos Gold Inc.	Corporation of the Township of Prince
Project Title	Case Road Culvert Rehabilitation	Water Crossing 8 Replacement	Walls Road Culvert Rehabilitation
Contract Value	Engineering fees = \$168,587.00	Engineering fees = \$78,370.00 (excl. contract administration)	Engineering fees = \$41,480.00
Start and Completion dates	Construction = June - October 2022	Construction = Proposed 2025	Construction = June – September 2018
Was the project completed on time? If not, provide explanation	Yes	Awaiting environmental permits	Yes
Briefly outline Scope of Work (i.e. how it was delivered, results, satisfaction of client, and other relevant details of the project)	The Case Road culvert is located on a dead-end street with no available detour, servicing both residential and commercial properties. As closure of the roadway was not feasible, TULLOCH provided a structural relining design of the culvert as the preferred method for addressing its severe structural deficiencies. The culvert was designed to accommodate the major design storm (100-year return period storm) and featured inlet and outlet headwalls, embankment protection, a corrugated barrel, and a rock energy dissipator pool to transition the culvert outlet velocity and prevent downstream erosion.	Water Crossing 8, a key infrastructure component of Alamos Gold's Phase 3+ expansion near Dubreuilville, Ontario, required a water crossing to accommodate heavy haul truck traffic. TULLOCH designed a concrete twin-box culvert equipped with sheet pile abutments and a revised roadway cross-section. The culverts were designed to convey the 25-year design storm and the 100-year check storm of the Goudreau Creek. To minimize scour and accommodate fish habitat, armour stone was installed beneath river rock on both the upstream and downstream channels.	TULLOCH completed the rehabilitation of the Walls Road culvert as it had reached the end of its useful life. The culvert rehabilitation consisted of a structural liner within the existing culvert which allowed continued traffic passage during construction. The liner was designed to accommodate the 50- and 100-year design storms.

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects of a similar size and scope; and completed with the last five (5) years.

Description	Reference #1 *	Reference #2 *	Reference #3 *
Client Reference Name	Carl Rumiell, P.Eng. Director of Engineering	Stephanie White, P.Eng. Project Engineer	Sam Carolei Deputy Clerk
Contact Information (Phone; Email; Address)	705-759-5379 c.rumiell@cityssm.on.ca 99 Foster Drive Sault Ste. Marie, ON P6A 5X6	705-561-8149 Stephanie.White@alamosgold.com 15 Goudreau Road Dubreuilville, ON P0S 1B0	705-779-2992 ext. 3 deputyclerk@princetwp.ca 3042 Second Line West Prince Township, ON P6A 6K4
Detail of Reference Project	Case Road Culvert Rehabilitation	Alamos Gold Water Crossing 8 Replacement	Walls Road Culvert Rehabilitation

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Name *	Role *	# Years *	Responsibility *
John McDonald, P.Eng.	Project Manager	20	John McDonald will be the Project Manager for this assignment. John is a professional engineer with more than 20 years of experience in all aspects of municipal infrastructure design including stormwater management, culvert and bridge repairs and replacements, road design, and municipal servicing. He is also very familiar with all City and PUC standards and procedures and has significant experience managing municipal infrastructure construction projects. John will liaise directly with the City and will review all deliverables prior to release.
Erik Giles, P.Eng.	Project Engineer	12	Erik Giles will be the Geotechnical Engineer for this assignment leading the Geotechnical Investigation. Erik has a wide range of design and field experience in road reconstruction and water crossing projects. Erik has designed and worked on numerous geotechnical field investigations across Canada including safe field-based execution. He has supervised over one thousand (1000) boreholes on remote and congested public sites such as Highway 401 in Ontario. He has also been involved with large-scale renewable energy projects both as a Design Engineer, as well as overseeing the fieldwork including construction support, client coordination, and project management. Erik has been responsible for managing various complicated field-based programs including multi-phase geotechnical site investigations and Quality Assurance during construction. His design and consulting experience include clients and projects across Canada.
Christopher Valela, Ph.D., P.Eng.	Project Engineer	6	Christopher Valela will be the water resources engineer on this assignment. Christopher is a professional engineer and holds a Ph.D. in Civil Engineering specializing in Water Resources. He has over 3 years of consulting experience (in addition to 5 years of academic research experience) in civil engineering including hydrologic and hydraulic modelling, flood risk assessments, flood mitigation design, culvert and bridge repairs and replacements, shoreline protection, scour, water course realignment, stormwater assessments and designs, municipal servicing and road design. He is also well-versed in applicable standards and procedures.
Niraj Neupane	Engineering Intern	3	Niraj has over 3 years of experience in the civil engineering field having participated in the design process, development of drawings, surveying, and supervision of various aspects of water distribution, tunnel and road projects. He has completed several structural, water, and stormwater assessments and will assist the design engineer throughout the project.

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Resume \(CV\)](#) - Merged Resumes.pdf - Thursday November 14, 2024 15:11:48
- [Schedule Plan](#) - 03-Schedule 4th line.pdf - Friday November 15, 2024 08:21:06
- [Task-Cost Matrix](#) - Time Task Matrix revA.pdf - Thursday November 14, 2024 15:35:23

Addenda, Terms and Conditions

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 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 further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Larry Jackson, General Manager, Tulloch Engineering Inc.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



		71 Black Road, Unit 8				Project Title				Fourth Line Culvert Replacement				Date		November 15 2024			
		Sault Ste. Marie, Ontario				Client Description				The City of Sault Ste. Marie Time/Task Matrix				Designed by: Checked by:		J. McDonald C. Valjea			
Task Number	Task Description	Project Manager		Discipline Engineer		Project Engineer		Designer		Biologist		Sr. Inspector		Survey Crew		Administrative Assistant		Expense	TOTAL
		HRS	\$205.00	HRS	\$190.00	HRS	\$160.00	HRS	\$125.00	HRS	\$160.00	HRS	\$125.00	HRS	\$225.00	HRS	\$75.00	ALLOWANCE	
Design Services																			
1	Project Initiation and Initial Site Review	0	\$0.00	0	\$0.00	2	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$75.00	\$1.50	\$396.50
1.1	Project Initiation and Agreement for Services	0	\$0.00	0	\$0.00	2	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$75.00	\$1.50	\$396.50
1.2	Project Kickoff Meeting	4	\$820.00	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$15.60	\$1,475.60
2	Background Data Collection																		
2.1	Gather Background Information	0.5	\$102.50	0	\$0.00	2	\$320.00	3	\$375.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$75.00	\$0.00	\$872.50
2.2	Initial Site Review	2	\$410.00	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$20.00	\$1,070.00
2.3	Review and Catalogue Natural Heritage Features	0	\$0.00	0	\$0.00	0	\$0.00	24	\$3,000.00	24	\$3,840.00	0	\$0.00	0	\$0.00	2	\$150.00	\$0.00	\$6,990.00
2.4	Hydrologic Analysis	0.5	\$102.50	0	\$0.00	6	\$960.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,062.50
2.5	Supplemental Survey (** PROVISIONAL ITEM - Excluded from Totals)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00
2.6	Hydraulic Analysis	0.5	\$102.50	0	\$0.00	6	\$960.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,062.50
2.7	Scour Assessment	0.5	\$102.50	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$742.50
2.8	Geotechnical Investigation, Excess Soils Compliance, and Slope Stability Analysis	0.5	\$102.50	60	\$11,400.00	10	\$1,600.00	40	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$300.00	\$12,000.00	\$30,402.50
3	Design, Specifications, Approvals and Tendering																		
3.1	Preliminary Design	1	\$205.00	0	\$0.00	4	\$640.00	16	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$2,845.00
3.2	Natural Environment Inventory and Impact Assessment	0.5	\$102.50	0	\$0.00	1	\$160.00	0	\$0.00	6	\$960.00	0	\$0.00	0	\$0.00	0	\$0.00	\$350.00	\$1,572.50
3.3	Review Meeting	4	\$820.00	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$75.00	\$10.00	\$1,545.00
3.4	Detailed Design Drawings	4	\$820.00	4	\$760.00	12	\$1,920.00	88	\$11,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$14,500.00
3.5	Public Information Session	4	\$820.00	0	\$0.00	8	\$1,280.00	8	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,100.00
3.6	Approvals	0	\$0.00	0	\$0.00	4	\$640.00	0	\$0.00	12	\$1,920.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$2,560.00
3.7	Contract Document/Specifications Preparations	2	\$410.00	0	\$0.00	6	\$960.00	0	\$0.00	0	\$0.00	40	\$5,000.00	0	\$0.00	0	\$0.00	\$0.00	\$6,370.00
3.8	Pre-Tender Cost Estimate	0.5	\$102.50	0	\$0.00	1	\$160.00	8	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,262.50
3.9	Review Meeting	4	\$820.00	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,460.00
3.10	Assistance with Tendering	4	\$820.00	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$20.00	\$1,480.00
3.11	Review of Tenders and Tender Report to Council	0.5	\$102.50	0	\$0.00	1	\$160.00	6	\$750.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,012.50
SUBTOTAL - Design Services		33	\$6,765.00	64	\$12,160.00	87	\$13,920.00	193	\$24,125.00	42	\$6,720.00	40	\$5,000.00	0	\$0.00	9	\$675.00	\$12,417.10	\$81,782.10
Construction Services																			
4	Services During Construction																		
4.1	Prepare and Review Tender Documentation	0.5	\$102.50	0	\$0.00	8	\$1,280.00	0	\$0.00	0	\$0.00	20	\$2,500.00	0	\$0.00	4	\$300.00	\$100.00	\$4,282.50
4.2	Project Management, Construction Contract Administration and Quality Assurance Inspections (Assumes 8 weeks)	8	\$1,640.00	0	\$0.00	40	\$6,400.00	24	\$3,000.00	4	\$640.00	400	\$50,000.00	0	\$0.00	0	\$0.00	\$1,500.00	\$63,180.00
4.3	Project Close-Out (As-built) documentation	0	\$0.00	0	\$0.00	24	\$3,840.00	8	\$1,000.00	0	\$0.00	4	\$500.00	0	\$0.00	4	\$300.00	\$0.00	\$5,640.00
4.4	Warranty Period Services	0	\$0.00	0	\$0.00	4	\$640.00	0	\$0.00	0	\$0.00	4	\$500.00	0	\$0.00	1	\$75.00	\$100.00	\$1,315.00
SUBTOTAL - Construction Services		8.5	\$1,742.50	0	\$0.00	76	\$12,160.00	32	\$4,000.00	4	\$640.00	428	\$53,500.00	0	\$0.00	9	\$675.00	\$1,700.00	\$74,417.50
TOTAL (excluding HST)		41.5	\$8,507.50	64	\$12,160.00	163	\$26,080.00	225	\$28,125.00	46	\$7,360.00	468	\$58,500.00	0	\$0.00	18	\$1,350.00	\$14,117.10	\$156,199.60
HST																			\$20,305.95
TOTAL (Including HST)																			\$176,505.55

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-176

PROPERTY SALE: A by-law to declare the City owned property legally described as Part of PIN 31561-0088(LT) PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685 & E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 & 2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1 1R7067 & LT 6 RPC H744 AS IN AL110117 being a portion of 330 Industrial Park Crescent as surplus to the City's needs and to authorize the disposition of the said property to 1584836 Ontario Inc. operating as First General SSM (Rico Briglio) or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to 1584836 Ontario Inc., or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

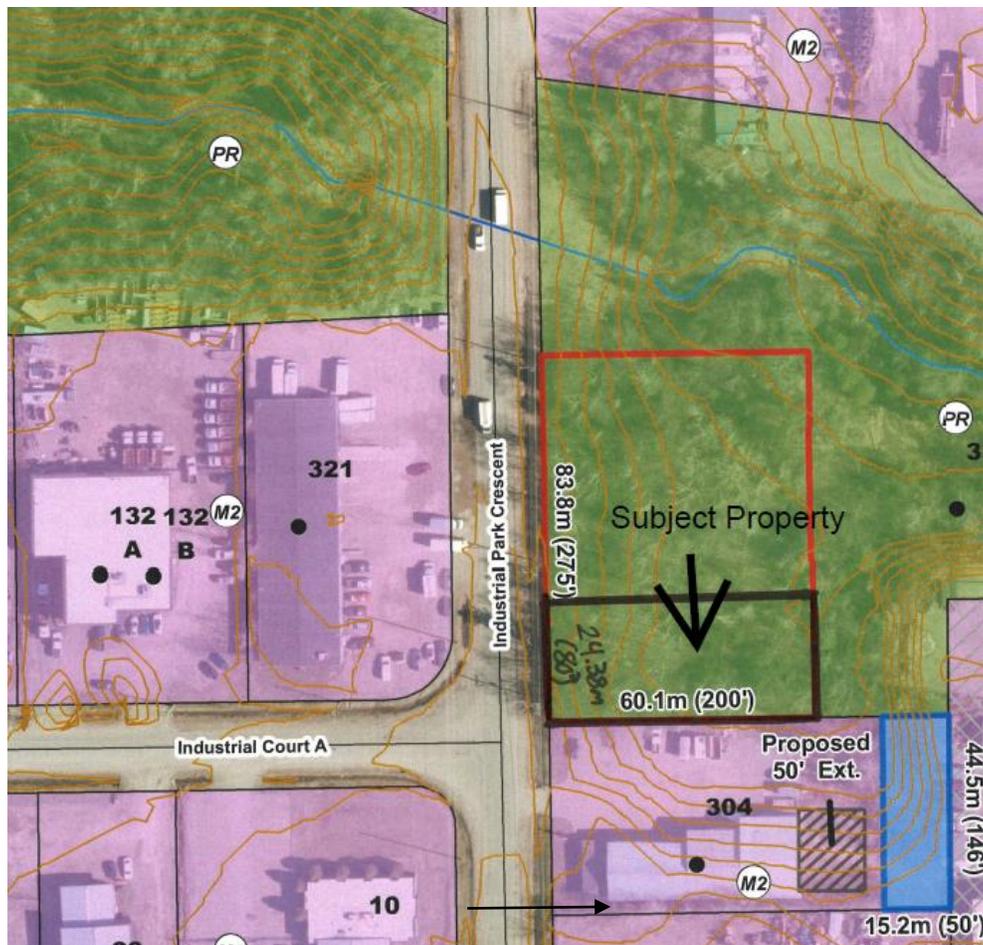
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2024-176

PURCHASER: 1584836 Ontario Inc. operating as First General SSM

LEGAL DESCRIPTION: Part PIN: 31561-0088 (LT)
PT LT 1 RCP H744 TARENTORUS PT 1 1R2002 E OF PT 1 1R4685
& E OF PT 4 1R3484 EXCEPT PT 1 1R9652, PT 1 1R4681, PT 1 &
2 1R8856; SAULT STE. MARIE; SUBJECT TO AN EASEMENT
OVER PT 1 1R12214 IN FAVOUR OF PT LT 7 RCP H744 PT 1
1R7067 & LT 6 RPC H744 AS IN AL110117

CONSIDERATION: FORTY FIVE THOUSAND (\$45,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-184

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and the Sault Ste. Marie Housing Corporation to add City owned property located at 525 Albert Street East to the original Lease.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated December 2, 2024, between the City and the Sault Ste. Marie Housing Corporation, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is to add City owned property located at 525 Albert Street East to the original Lease.

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 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

PARKING LOT LEASE AMENDMENT

THIS LEASE AMENDMENT made in triplicate this 2nd day of December 2024.

B E T W E E N:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "Landlord")**

AND

**SAULT STE. MARIE HOUSING CORPORATION
(hereinafter referred to as the "Tenant")**

WHEREAS The Corporation of the City of Sault Ste. Marie (the "Landlord") and the Sault Ste. Marie Housing Corporation ("Tenant") entered into a Parking Lot Lease dated January 6, 2020 to lease the Parking Lot Lands known as civic 139 Brock Street East, Sault Ste. Marie, Ontario (the "Original Lease"), a copy of which Original Lease is appended as Appendix "A" to this Amending Agreement;

AND WHEREAS the Tenant advises that it was their understanding that the City Property known as 525 Albert Street East be added to the Original Lease and further advises that they have been operating as though 525 Albert Street East was part of the Original Lease;

AND WHEREAS the Tenant has requested that 525 Albert Street East be added to the Original Lease, under the same terms and conditions;

NOW THEREFORE the parties agree as follows:

1. The first recital of the Original Agreement is hereby deleted and replaced with the following:

"WHEREAS the Landlord is the registered owner of the lands described as:

PIN 31542-0168 (LT) LT 7, PL 2251 ST. MARY'S; PT LT 5-6, 8 PL 2251 ST. MARY'S; PT LT 7 S/S ALBERT ST. PL TOWN PL TOWN PLOT OF ST. MARY'S AS IN T406552; S/T T406552; SAULT STE. MARIE, being civic 139 Brock Street East, Sault Ste. Marie, Ontario; and
PIN 31542-0166 (LT) LT 7-8 PL 186RIP ST. MARY'S; SAULT STE. MARIE, being 525 Albert Street East, Sault Ste. Marie, Ontario

which property is presently used as a "Parking Lot" (hereinafter the "Parking Lot Lands");"

2. Section 1 of the Original Agreement is hereby deleted and replaced with the following:

“The Landlord hereby leases to the Tenant the Parking Lot Lands being in the City of Sault Ste. Marie, in the District of Algoma and being composed of that Property outlined on Schedule "A" hereto, being all of PIN 31542-0168 (LT) and all of PIN 31542-0166(LT).”

3. Schedule A of the Original Agreement is attached hereto as Schedule A.
4. The balance of the terms and conditions as set out in the Original Agreement shall remain in full force and effect.

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**

MIKE NADEAU, CAO

I have authority to bind the Corporation

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

PARKING LOT LEASE

THIS PARKING LOT LEASE (the "Agreement") made this 6th day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(**"Landlord"**)

AND

SAULT STE. MARIE HOUSING CORPORATION
(**"Tenant"**)

WHEREAS the Landlord is the registered owner of the lands described as PIN 31542-0168 (LT) LT 7, PL 2251 St. Mary's; PT Lt 5-6, 8 PL 2251 St. Mary's; PT LT 7 S/S Albert St. PL Town PL Town Plot of St. Mary's as in T406552; S/T T406552; Sault Ste. Marie, being civic 139 Brock Street East, Sault Ste. Marie, Ontario which is presently used as a "Parking Lot" (hereinafter the "Parking Lot Lands");

AND WHEREAS the Tenant has requested permission to lease the Parking Lot Lands and the Landlord is agreeable to same, subject to the terms and conditions set out herein;

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 the Parking Lot Lands being in the City of Sault Ste. Marie, in the District of Algoma and being composed of that Property outlined on Schedule "A" hereto, being all of PIN 31542-0168 (LT).
2. This Agreement shall be in effect commencing January 20, 2020 for a period of twenty (20) years ending January 19, 2040 (the "Term"). The Tenant shall have the option to renew this Agreement on a further period of ten (10) years, subject to successful negotiations between the Landlord and the Tenant on a renewal. The Tenant shall provide the Landlord with at least three (3) months' written notice of its intent to renew and thereafter negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term, the Agreement shall terminate at the end of the Term.
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 January in each subsequent year of the Term.
4. The Tenant shall not during the Term or renewal Term if applicable, transfer, assign or sublet the said Parking Lot without written permission of the Landlord.

5. The Parking Lot Lands shall be used by the Tenant as a parking lot for its employees, elected officials, officers, agents and contractors, and for those purposes ancillary to parking lot use, but for no other purposes. No buildings or structures shall be erected on the Parking Lot Lands.
6. The Tenant shall at the Tenant'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. In the event that the Tenant fails to forthwith operate, maintain, monitor, repair, inspect, replace and/or safeguard the Parking Lot Lands to the reasonable satisfaction of the Landlord, the parties acknowledge and agree that the Landlord may complete such works that the Landlord deems necessary, in the Landlord's sole discretion, and all expenses, costs and liabilities for such works shall be payable by the Tenant immediately upon demand by the Landlord. It is the intention of this Agreement that the Landlord 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 Tenant shall not do or cause to be done any action which would damage, waste, disfigure, or injure the Parking Lot Lands or any part thereof, or otherwise cause a nuisance. Any such action to the Parking Lot Lands by the Tenant or any of the Tenant's contractors, subcontractors, employees, agents or assignees in relation to or in connection with any other matters under this Agreement shall be at the financial responsibility and liability of the Tenant to repair. The Tenant agrees that the Landlord will immediately undertake all work that the Landlord, in its sole view, deems necessary to repair the Parking Lot Lands if not completed forthwith by the Tenant. Any reasonable costs incurred by the Landlord to repair the Parking Lot Lands for such waste and nuisance as said in this paragraph shall be payable by the Tenant immediately upon demand by the Landlord.
8. The Tenant shall keep the Parking Lot Lands clean to the satisfaction of the Landlord.
9. The parties acknowledge and agree that the Parking Lot Lands are being leased herein in its present condition and on an "as is" basis, and that the Landlord is under no obligation to make any repairs, changes or additions to the Parking Lot Lands.
10. The Tenant acknowledges and agrees that no alterations to the Parking Lot Lands shall be made by the Tenant without the written permission of the Landlord, which shall not be withheld unreasonably.
11. The Landlord covenants with the Tenant for quiet enjoyment of the Parking Lot Lands by the Tenant.
12. The Tenant shall indemnify and save harmless the Landlord from all costs and expenses caused to or incurred by the Landlord 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, maintenance,

alteration, safeguarding 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, maintained, altered, safeguarded or been present on the Parking Lot Lands as covered under this Agreement.

13. The Tenant 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 Landlord 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 Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Landlord's Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.
14. The Parties hereto mutually agree that the Tenant shall have the right to terminate this Agreement on giving one (1) year notice to the Landlord of its intention to terminate.
15. If the Rent is in arrears, or if the Tenant has otherwise defaulted in its obligations under this Agreement the determination of which shall be made by the Landlord acting reasonably, the Landlord shall have the right to terminate this Agreement with sixty (60) days' notice, but the Tenant shall thereafter have a cure period of fifteen (15) days from the date of the notice of termination to rectify the default, all parties acting reasonably. If the default remains following the aforesaid cure period of fifteen (15) days, the Landlord shall have the following rights and remedies which are cumulative and not alternative:
 - a. to terminate this Agreement by notice to the Tenant, re-enter the Parking Lot Lands and repossess the Parking Lot Lands, and enjoy them as of its former estate and remove all persons and property from the Parking Lot 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;
 - b. to remedy or attempt to remedy any default of the Tenant under this Agreement for the account of the Tenant and to enter upon the Parking Lot 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 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; and/or
 - c. 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 all costs incurred by the Landlord to remedy ; and

16. 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.
17. 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.
18. 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.
19. The Tenant shall be responsible for all costs, expenses and liabilities to make good any damage caused directly or indirectly by the use and occupation of the Parking Lot Lands pursuant to this Agreement and shall return the Parking Lot Lands to the Landlord at the Termination Date in at least the same condition the Parking Lot Lands were at the commencement of the Term.
20. 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 property satisfied or discharged.
21. Sections 1-9 inclusive, 12, 13, 15-21 inclusive, 23, 24 and 29-31 inclusive of this Agreement shall survive the termination of this Agreement.
22. If the Landlord or any utility company with existing infrastructure on the Parking Lot Lands requires access to the Parking Lot Lands for any purpose such as but not limited to access to infrastructure on, under or over the Parking Lot Lands, the Landlord and/or any applicable utility company is hereby permitted the access it so acquires and further, the Landlord and/or any applicable utility company shall not be responsible for restoring the Parking Lot Lands to its condition prior to access by the Landlord and/or any applicable utility company.
23. The Tenant 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 Landlord from and against all losses, costs, damages and expenses, of every kind or nature which the Landlord may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Tenant with such Laws, By-laws, Rules and Regulations.

24. The Tenant shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from this Agreement and the Tenant's use, occupation, maintenance, alteration, safeguarding and presence on the Parking Lot Lands.
25. The Tenant consents to the registration of this Agreement on title to both the Parking Lot Lands and the Tenant's lands benefiting from the Agreement. The Tenant shall be responsible for the costs of the said registration of this Agreement.
26. 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:

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

in the case of the Tenant:

Sault Ste. Marie Housing Corporation
 Attention: Mike Nadeau, Chief Administrative Officer
 P.O. Box 277, 390 Bay Street
 Sault Ste. Marie, ON P6A 5L8
M.Nadeau@socialservices-ssmd.ca

27. 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.
28. 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.

- 29. 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.
- 30. 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.
- 31. 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



MIKE NADEAU, CAO

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 202042

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-186

PROPERTY SALE: A by-law to authorize the sale of surplus property being civic 149 Gore Street, legally described in PIN 31576-0095 (LT) to Carmen Muto Plumbing & Heating Inc.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Carmen Muto Plumbing & Heating Inc. or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2024-186

PURCHASER: CARMEN MUTO PLUMBING & HEATING INC.

ADDRESS: 149 GORE STREET
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: PIN 31576-0095 (LT)
PT LT 1-2 PL 4050 ST. MARY'S AS IN T362161; S/T
& T/W INTEREST IN T362161 & T/W T362161;
SAULT STE. MARIE

CONSIDERATION: TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS



ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-186 Property Sale 149 Gore Street Carmen Muto Plumbing and Heating Inc.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-160

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on East Street from Bay Street to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule “A” hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class “A” pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 2nd day of December, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-160 Local Improvements East Street (First and Second Reading).docx



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2024-160 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

December 2, 2024

Nature of Work (Construction of): Construction of Class 'A' Pavement
On: East Street
From: Bay Street
To: Wellington Street East

Estimated Cost of Work: \$2,305,342.00

Estimated Assessable Abutting Frontage: 500.81m

Estimated Cost to be Borne by Assessable Abutting Property: \$64,103.28

Estimated Cost to be Borne by The Corporation: \$2,241,238.72

Special Rate per Metre Frontage: \$128.00

Estimated Interest Rate Term: 5.95%
10 years

Estimated Annual Rate per Metre Frontage: \$17.35

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

Maggie McAuley, P. Eng.
Manager Design & Transportation Engineering

Attachment

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3**

SCHEDULE "A"

BY-LAW 2024-160

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-23-01	East Street	Bay Street	Wellington Street East	420m	10 - 12m	500.81m	\$64,103.28