The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, May 13, 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** 20 - 32

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the Minutes of the Regular Council Meeting of April 29, 2024 be approved.

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

4. **Declaration of Pecuniary Interest**

5. **Approve Agenda as Presented**

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the Agenda for May 13, 2024 City Council Meeting as presented be approved.

6. Presentations

6.1 First Nations Robinson-Huron Treaty Settlement

Chief Karen Bell, Garden River First Nation

Chief Mark McCoy, Batchewana First Nation

6.2 YMCA

Elise Schofield, Chair and Jake D'Agostini, Board Spokesperson

6.3 PUC Inc. 33 - 53

Robert Brewer, President and CEO

6.4 Parks and Recreation Master Plan 54 - 66

Leandra Correale Ferguson, Associate, thinc design

Mary Catherine Mehak, Principal Planner, Mehak, Kelly & Associates Inc.

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that all the items listed under date May 13, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Housing Accelerator Fund 67 - 69

Correspondence from Mayor Shoemaker to The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities

7.2 Year End Financial Report – December 31, 2023 70 - 91

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Chief Financial Officer and Treasurer dated May 13, 2024 concerning Year End Financial Report – December 31, 2023 be received and that:

- the 2023 surplus be transferred to the Contingency Reserve for future direction of Council;
- the Port of Algoma Inc. accounts receivable in the amount of $552,875 be written off; and

- 2023 year end transfers be approved.

7.3 Asbestos Abatement – James L. McIntyre Library 92 - 97

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

The relevant By-Law 2024-77 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.4 Professional Services – Rooftop Solar Panels 98 - 99

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

The relevant By-law 2024-84 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 Tender for Equipment Purchase – Public Works (Parks) 100 - 102

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase – Public Works (Parks) be received and that the tender for the supply and delivery one split body gasoline trash compactor be awarded to Nexgen Municipal Inc. at their bid price, meeting specifications, of $270,699.75 plus HST.

7.6 Tender for Equipment Purchase – Public Works 103 - 105

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase –Public Works be received and that the tender for the supply and delivery of one 10-ton portable asphalt recycler be awarded to SNT Solutions Inc. at their low price, meeting specifications, of $200,000 plus HST.

7.7 Tender for Equipment Purchase – Public Works 106 - 108

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase –Public Works be received and that the tender for the supply and delivery of one vacuum body catch basin cleaner be awarded to FST Canada Inc. at their bid price, meeting specifications, of $763,018.77 plus HST.

7.8 Tender for Equipment Purchase – Public Works 109 - 111

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning Tender for Equipment Purchase – Public Works be received and that the tender for the supply and delivery of one motor grader be awarded to Brandt Tractor Inc. at their bid price, meeting specifications, of $566,807 plus HST.

7.9 Beer Pouring Rights – GFL Event Centre 112 - 113

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

The relevant By-law 2024-75 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 Downtown Security Foot Patrols 114 - 117

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Director of Community Services dated May 13, 2024 concerning Downtown Security Foot Patrols be received and that Council approve the establishment of a pilot program to implement a downtown foot patrol.

7.11 Community Development Fund – Economic Development Stream: Wolowich Tool Repair 118 - 121

A report of the Manager of Business Development is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Business Development dated May 13, 2024, concerning Community Development Fund – Economic

Development Stream: Wolowich Tool Repair be received and that $15,000 from the Community Development Fund – Economic Development stream to support business expansion and investment at 690 Black Road be approved.

7.12 April 2024 Tourism Development Fund Applications 122 - 127

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Director of Tourism and Community Development dated May 13, 2024 concerning April 2024 Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $18,375 as detailed below be approved:

- Fringe North International Theatre Festival ($5,000);
- Ontario Junior Archery Challenge ($3,000);
- Sault Ste. Kennel Club All Breed Conformation Show ($3,000);
- Salty Marie Trails Festival ($5,000); and
- Spring International Swim Meet ($2,375).

7.13 Noise By-Law Exemption Summer Events 2024 128 - 129

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

The relevant By-law 2024-71 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.14 2023 Annual Report – Ermatinger Clergue National Historic Site 130 - 146

A report of the Curator of the Ermatinger Clergue National Historic Site is attached for the consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 13, 2024 concerning 2023 Annual Report – Ermatinger Clergue National Historic Site be received on behalf of the Historic Sites Board.

7.15 2024 Firearms and Noise By-law Exemptions – Ermatinger Clergue National Historic Site 147 - 148

A report of the Curator of the Ermatinger Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2024-67 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 Nature Canada – Bird Friendly City Certification Program Update 149 - 153

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Sustainability Coordinator dated May 13, 2024 concerning Nature Canada – Bird Friendly City Certification Program Update be received as information.

7.17 Community Development Fund – Green Initiatives Stream Applications 2024 Q1 Intake 154 - 157

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Sustainability Coordinator dated May 13, 2024 concerning Community Development Fund – Green Initiatives Stream Applications 2024 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the following six projects be approved:

1. Invasive Species Centre Himalayan Balsam Community Pull 2.0 Project – $3,449.72;
2. Sault Climate Hub Little Forest – $5,280.44;
3. Sault Search and Rescue E-Bike Project – $8,786.25;
4. Sault Ste. Marie Museum LED Retrofit – $1,971.71;
5. Algoma Fish and Game Club Invasive Species Sign Project – $885.92; and
6. NORDIK Institutes Shoreline Clean-Up Project – $7,500.

7.18 2024 Equipment List – Amendment 158 - 160

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Director of Public Works dated May 13, 2024 concerning 2024 Equipment List – Amendment be received and that the estimated budget for the Parks Deck Rider be redirected towards the purchase of a 2014 pickup from Police Services.

7.19 **2024 Road Resurfacing Program** 161 - 162

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Director of Engineering dated May 13, 2024 be received and that the 2024 Road Resurfacing Program be approved.

7.20 **Highway 17 East Emergency Access** 163 - 166

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Director of Engineering dated May 13, 2024 concerning Highway 17 East Emergency Access be received as information.

7.21 **Contract 2024-2E Reconstruction of Lake Street** 167 - 168

A report of the Municipal Services and Design Engineer is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Municipal Services and Design Engineer dated May 13, 2024 concerning Reconstruction of Lake Street be received and that Contract 2024-2E be awarded to Trimount Construction Group Inc.;

Further that Council authorize a contribution of $885,866 from prior years uncommitted capital transportation fund to support the completion of the project;

The relevant By-laws 2024-82 and 2024-83 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.22 **Traffic Calming Prioritization List** 169 - 173

A report of the Municipal Services and Design Engineer is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Municipal Services and Design Engineer dated May 13, 2024 concerning Traffic Calming Prioritization List 2024 be received as information.

7.23 **Agreement to Grant Utility Easement and Permission for Immediate Entry –** 174 - 175

City, PUC and SSMRCA

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

The relevant By-law 2024-74 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 Property Acquisition – 254 Sydenham Road, 677 and 681 Brunswick Avenue 176 - 178

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

The relevant By-law 2024-78 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.25 Request for Deeming By-laws for 1000443285 Ontario Inc. and Glove Holdings Inc. – St. Thomas Street and Bay Street Properties 179 - 181

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

The relevant By-laws 2024-79 and 2024-80 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.26 Deeming By-law – Part Barton Street and Part Lot 169 Hamilton Subdivision (Frank Marrello) 182 - 184

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

The relevant By-law 2024-76 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.27 Delegated Authority – NOHFC Queen Street Funding 185 - 186

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

The relevant By-law 2024-81 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 YMCA 187 - 190

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

Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the CAO dated May 13, 2024 concerning an agreement with the YMCA be received and Council authorize City staff to finalize a ten-year lease agreement with both the Organization and the YMCA;

Further that Council authorize a contribution of $505,000 from the contingency reserve to support capital refurbishments at the YMCA and maximize an NOHFC funding agreement; and

Further that Council request staff determine a path forward to enable the YMCA building to continue to be exempt from municipal taxation if such exemption is lost as a result of this transaction.

8.3.2 Parks and Recreation Master Plan 2024-2034 191 - 412

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Director of Community Services dated May 13, 2024 be received and that the Parks and Recreation Master Plan 2024-2034 be approved.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-5-24-OP Strategic Development Areas 413 - 444

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Junior Planner dated May 13, 2024 concerning A-5-24-OP Strategic Development Areas be received and that Council approve this application and amend the Official Plan by way of a map and text change as outlined in OPA 252 attached;

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

445 - 466

8.7.2 Planning Act Application A-7-24-Z.OP: 267 Cathcart Street and 159 John Street

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Junior Planner dated May 13, 2024 concerning *Planning Act* application A-7-24-Z.OP be received and that Council:

267 Cathcart Street

1. Approve Official Plan Amendment 253 in the following manner:
    a. Re-designate the subject property on Land Use Schedule C of the Official Plan from Residential to Commercial; and
    b. Amend the Official Plan by way of a notwithstanding clause to Commercial Policy 4 to permit major office space (650m^2) outside of the downtown area.
2. Rezone the subject property from Low Density Residential Zone (R3.S365) with Special Exception No. 365 to Commercial Transitional Zone (CT2.S365) with the following amended special exception 365:
    a. Repeal special exception provisions 1 and 2; and;
    b. Reduce the required number of parking spaces from 35 to 22 spaces.

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

That Council deny the applicant's request to rezone 159 John Street for the purpose of permitting satellite parking

8.7.3 Draft Plan of Vacant Condominium – 57T-24-501 – 551 Korah Road and 0 Prentice Avenue

467 - 524

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Junior Planner dated May 13, 2023 concerning Application 57T-24-501 – 551 Korah Road and 0 Prentice Avenue (Mark Lepore) be received and that Council grant Draft Plan Approval for a 10 unit (lot) Vacant Land Condominium consisting of 30 multiple attached dwelling units, subject to the conditions of Draft Approval outlined in Appendix A;

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

8.7.4 26 Queen Street East (PHG Renos c/o Mehdi Arfaei)

525 - 539

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Planner dated May 13, 2024 concerning Application A-6-24-Z 26 Queen Street East be received and that Council:

- Rezone 26 Queen Street East from Central Commercial Zone (C2) to Central Commercial Zone (C2.S) with a Special Exception to permit, in addition to the uses presently permitted in a C2 zone, a rooming house, subject to the following special provision:
- Allow residential dwellings and rooming units to be located on the ground floor of the existing building, but not directly fronting onto Queen Street East;

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

8.8 Boards and Committees

8.8.1 Appointment to Fill Downtown Association Vacancy

540 - 540

Correspondence from the Downtown Business Improvement Area (Downtown Association) is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that Tamar Tucker be appointed to the Downtown Business Improvement Area (Downtown Association) Board from May 13, 2024 to December 31, 2026.

8.8.2 PUC Inc. Shareholder Meeting

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints:

- Mayor Matthew Shoemaker as Council's proxy to vote on the Axium Infrastructure Investment/Partnership resolution of the shareholder of PUC Inc. and PUC Services Inc.; and
- Councillor Lisa Vezeau-Allen as Acting Mayor Council's proxy to vote on the Joint Venture resolution of the shareholder of PUC Inc. and PUC Services Inc.

8.8.2.1 Axium Infrastructure Investment/Partnership

Whereas PUC Inc. is a wholly owned municipal corporation of the City of Sault Ste. Marie, and

Whereas the City of Sault Ste. Marie as the shareholder of PUC Inc. has established a shareholder declaration that requires PUC Inc. to seek and receive shareholder approval with respect to the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of $5,000,000 or any capital expenditures which, in aggregate, are in excess of $10,000,000 in any financial year of PUC Inc. and the Subsidiary Corporations on a consolidated basis; and

Whereas the electric industry in Ontario is undergoing significant transition; and

Whereas Algoma Steel Inc. is currently constructing an electric arc furnace that will require a new transmission connection; and

Whereas the Shareholder previously approved the creation of PUC Transmission LP Inc. and PUC Transmission GP Inc., (PUC Transmission); and

Whereas PUC Transmission has previously proposed the formation of a partnership with Axium Infrastructure to enable the development and construction of a 230kV transmission line and transmission station to service the west end of Sault Ste. Marie and Algoma Steel's electric arc furnace project; and

Now Therefore Be It Resolved that the Shareholder of PUC Inc. hereby:

Authorize and empower PUC Inc. to approve its subsidiary PUC Transmission to negotiate, finalize, execute and deliver any and all agreements, documents, certificates, or instruments necessary or appropriate to establish and operate the partnership, including, but not limited to, the partnership agreement, operating agreements, and any ancillary agreements or documents; and

Authorize PUC Inc. to invest in PUC Transmission its 20 percent contribution of the equity totalling $16 million at project close, which is expected to occur in mid-late 2027.

8.8.2.2 Joint Venture

Whereas PUC Inc. is a wholly owned municipal corporation of the City of Sault Ste. Marie, and

Whereas the City of Sault Ste. Marie as the shareholder of PUC Inc. has established a shareholder declaration that requires PUC Inc. to seek and receive shareholder approval with respect to the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of $5,000,000 or any capital expenditures which, in aggregate, are in excess of $10,000,000 in any financial year of PUC Inc. and the subsidiary corporations on a consolidated basis, and

Whereas the electric industry in Ontario is undergoing significant transition, and

Whereas, PUC Inc. has successfully partnered with other utilities for the delivery of a number of utility-related services, including Conservation Demand Management (CDM) and utility vegetation control, and

Whereas PUC Inc. is proposing the establishment of a joint venture with three other utilities, Greater Sudbury Utilities, North Bay Hydro and NT Power, for the purpose of pursuing initiatives that will benefit both the utilities and the broader communities they serve.

Therefore Be It Resolved that the Shareholder of PUC Inc. hereby:

Authorize and empower PUC Inc. to negotiate, finalize, execute and deliver any and all agreements, documents, certificates, or instruments necessary or appropriate to establish and operate the joint venture, including, but not limited to the joint venture agreement, operating agreements, and any ancillary agreements or documents; and

Authorizes PUC Inc. to take any and all actions necessary or appropriate to setup the establishment of the joint venture, included but not limited to the appointment of officers, directors, or other personnel to manage the joint venture on behalf of the Company.

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

9.1 Physician Shortage

Mover Councillor M. Bruni

Seconder Councillor S. Spina

Whereas the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

Whereas the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario aare expected to retire in the next five years; and

Whereas the Ontario Medical Association and the Province of Ontario were negotiating a funding agreement to improve access, reduce wait times, and to help encourage physicians to enter the areas of practice most in need; and

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77% in 2008 to 65% in 2022; and

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

Whereas the Government of Ontario recently submitted arguments to an arbitrator stating "there is no concern of a diminished supply of physicians", ignoring the real needs of communities across the province including Sault Ste. Marie and every Ontarian without access to a physician;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie urge the Province of Ontario to recognize the physician shortage in Sault Ste. Marie and Ontario, to fund health care appropriately, and ensure every Ontarian has access to physician care.

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 S. Kinach

Seconder Councillor R. Zagordo
Resolved that all By-laws under item 12 of the Agenda under date May 13, 2024 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 2024-67 (Regulations) Noise and Firearms Exemption – Ermatinger Clergue National Historic Site

541 - 541

A report from the Curator of the Ermatinger Clergue National Historic Site is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-Law 2024-67 being a by-law to exempt the Ermatinger Clergue National Historic Site from By-law 2008-168, being a firearms by-law, to prohibit the discharge of firearms in the municipality and from By-law 80-200, being a by-law respecting noise in the City of Sault Ste. Marie be passed in open Council this 13th day of May, 2024.

12.1.2 By-law 2024-71 (Noise Exemption) Summer Events

542 - 542

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-71 being a by-law to to exempt the various locations of the 2024 Summer Events on May 17-19, 2024, and July 18-20, 2024, from the Noise Control By-law 80-200.

12.1.3 **By-law 2024-74 (Agreement) PUC Easement Connaught and Wright** 543 - 560

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-Law 2024-74 being a by-law to authorize the execution of the Agreement between the City and The Public Utilities Commission of the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority to grant a utility easement and permission for immediate entry for the Wright Street to Connaught watermain be passed in open Council this 13th day of May, 2024.

12.1.4 **By-law 2024-75 (Agreement) GFL Memorial Gardens Pouring Rights** 561 - 602

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-75 being a by-law to authorize the execution of the Agreement between the City and Molson Coors Beverage Company for the Pouring Rights of the GFL Memorial Gardens be passed in open Council this 13th day of May, 2024.

12.1.5 **By-law 2024-76 (Subdivision Control) Deeming Hamilton Subdivision (Frank Marrello)** 603 - 605

A report from the Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-76 being a by-law to deem not registered for purposes of subdivision control certain lots in the Hamilton Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of May, 2024.

12.1.6 **By-law 2024-77 (Agreement) Library Asbestos Abatement** 606 - 750

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-77 being a by-law to authorize the execution of the Agreement between the City and Colin’s Haulage Inc. for asbestos abatement at James L. McIntyre Centennial Library be passed in open Council this 13th day of May, 2024.

12.1.7 **By-law 2024-78 (Property Acquisition) 254 Sydenham Road, 677 and 681** 751 - 752

Brunswick Avenue (Healey)

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-Law 2024-78 being a by-law to authorize the acquisition of property located at civic 254 Sydenham Road, 677 and 681 Brunswick Avenue (Healey) be passed in open Council this 13th day of May, 2024.

12.1.8 **By-law 2024-79 (Subdivision Control) Deeming Stonehouse Subdivision (1000443285 Ontario Inc.)** 753 - 755

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-79 being a by-law to deem not registered for purposes of subdivision control certain lots in the Stonehouse Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of May, 2024.

12.1.9 **By-law 2024-80 (Subdivision Control) Deeming O'Brien's and Stonehouse Subdivision (Glove Holdings Inc.)** 756 - 758

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-80 being a by-law to deem not registered for purposes of subdivision control certain lots in the O’Brien’s Subdivision and Stonehouse Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of May, 2024.

12.1.10 **By-law 2024-81 (Delegation) NOHFC Queen Street Streetscape Funding** 759 - 759

A report from the Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-Law 2024-81 being a by-law to authorize the CAO, subject to the NOHFC funding application for the 2024 Queen Street Improvement being successful, to execute and bind the Corporation to any change work order for the road work contract between the City and Avery Construction Limited for the 2024 Queen Street Improvements up to the eligible amount of the NOHFC funding in order to avoid delays in construction approvals be

passed in open Council this 13th day of May, 2024.

12.1.11 By-law 2024-82 (Engineering) Contract 2024-2E Lake Street Reconstruction 760 - 764

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-82 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Lake Street between Queen Street East and the entrance to Bellevue Park (Contract 2024-2E) be passed in open Council this 13th day of May, 2024.

12.1.12 By-law 2024-83 (Temporary Street Closing) Lake Street Reconstruction (Contract 2024-2E) 765 - 765

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-83 being a by-law to permit the temporary closing of Lake Street between Queen Street East and the entrance to Bellevue Park on May 14, 2024 to November 30, 2024 to facilitate the Lake Street Reconstruction be passed in open Council this 13th day of May, 2024.

12.1.13 By-law 2024-84 (Agreement) Transit Garage Roof 766 - 982

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-law 2024-84 being a by-law to authorize the execution of the Agreement between the City and J.L. Richards & Associates Limited for the installation of solar photovoltaic (PV) at the Transit Bus Depot garage roof located at 111 Huron Street be passed in open Council this 13th day of May, 2024.

12.1.14 By-law 2024-85 (Street Assumption) Part of McNeice Street 983 - 984

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that By-Law 2024-86 being a by-law to assume for public use and establish as public street that portion of McNeice Street described as PIN 31497-0301 (LT) ADAM STREET PL H463 RANKIN LOCATION (AKA MCNEICE ST); PT 2 & 3 1R4035; SAULT STE. MARIE be passed in open Council this 13th day of May, 2024.

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that this Council move into closed session to discuss:

- one item concerning labour relations or employee negotiations; and
- three items concerning confidential information which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere with contractual or other negotiations of an organization;

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

15. Adjournment

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 29, 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 (by video conference), Councillor M. Scott

Officials: T. Vair, R. Tyczinski, L. Girardi, K. Fields, S. Schell, P. Johnson, B. Lamming, T. Anderson, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, S. Facey, J. King, R. Van Staveren,

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14. Closed Session

Moved by: Councillor L. Dufour
Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss:

- one item concerning security of property of the municipality;
- one item concerning a proposed property acquisition; and
- one item concerning confidential information which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere with contractual or other negotiations of an organization

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 property of the municipality, section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization

Carried

1. Land Acknowledgement

2. Adoption of Minutes

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

Resolved that the Minutes of the Regular Council Meeting of April 8, 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 Councillor C. Gardi – YMCA Update

Member of YMCA

5. Approve Agenda as Presented

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

Resolved that the Agenda for April 29, 2024 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 Save Our YMCA

Kirsten Duke, Ali Dennie and Teryn Bruni were in attendance.

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

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

Resolved that all the items listed under date April 29, 2024 – Agenda item 7 – Consent Agenda save and except Agenda item 7.13 be approved as recommended.

Carried

7.1 Village Media Downtown Plaza Donation Agreement

The report of the Chief Administrative Officer was received by Council.

The relevant By-law 2024-66 is listed under item 12 of the Minutes.

7.2 Outstanding Council Resolutions

7.3 2024 Queenstown Board of Management (Downtown Association) Budget and 2023 Audit Report

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated April 20, 2024 concerning the Queenstown Board of Management (Downtown Association) audited financial statements and annual report for the year 2023 be received as information and that the Downtown Association budget for the year 2024 be approved.

Carried

7.4 First Quarter Financial Report – March 31, 2024

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

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

Resolved that the report of the Manager of Finance dated April 29, 2024 concerning First Quarter Financial Report to March 31, 2024 be received and that Council approve the capital budget amendment to include the allocation of $275,000 for Emergency Repairs from the Asset Management Reserve to the 2024 capital budget.

Carried

7.5 Software Licencing Agreement – ESRI

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

The relevant By-law 2024-70 is listed under item 12 of the Minutes.

7.6 Tender for Asphalt

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

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

Resolved that the report of the Manager of Purchasing dated April 29, 2024 concerning the supply of asphalt for the 2024 construction season commencing May 1, 2024 as required by Public Works be received and the supply be awarded to Avery Construction Ltd. at the tendered pricing (HST extra).

Carried

7.7 Tender – Ready Mix Concrete

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

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

Resolved that the report of the Manager of Purchasing dated April 29, 2024 concerning the supply of Ready Mix Concrete for the 2024 construction season commencing May 1, 2024 as required by Public Works be received and the supply be awarded to Fisher Wavy Inc. at the tendered pricing (HST extra).

Carried

7.8 Bio-Economy Showcase Pre-feasibility Study and Gateway Property Development

The report of the Director of Economic Development was received by Council.

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

Resolved that the report of the Director of Economic Development dated April 29, 2024, concerning Bio-Economy Showcase Pre-Feasibility Study and Gateway Property Development be received as information.

Carried

7.9 Update to Vehicles on Hub Trail By-law for Power-Assisted Bicycles

The report of the Solicitor was received by Council.

The relevant By-law 2024-68 is listed under item 12 of the Minutes.

7.10 Boulevard Gardens

The report of the Solicitor and the Environmental Sustainability Coordinator was received by Council.

The relevant By-law 2024-65 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.11 The Rainbow Bridge

The report of the Junior Planner was received by Council.

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

Resolved that the report of the Junior Planner dated April 29, 2024 concerning the “Rainbow Bridge” proposal be received and that staff be directed to implement the project in the summer of 2024.

Carried

7.12 A-4-24-Z.OP – 44 Great Northern Road – Amendment Report

A report of the Junior Planner was received by Council.

The relevant by-laws 2024-62 and 2024-63 are listed under item 12 of the Minutes.

7.13 Contract 2024-6E Queen Street Improvements – Phase 1

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

The relevant By-laws 2024-72 authorizing execution of Contract 2024-6E and By-law 2024-73 authorizing the intermittent road closure of Queen Street between East Street and Elgin Street including intersections from May 1, 2024 to November 30, 2024 are listed under item 12 of the Minutes.

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

Resolved that the report of the Municipal Services and Design Engineer dated April 29, 2024 concerning Queen Street Improvements from Elgin Street to Brock Street be received and that contract 2024-6E be awarded to Avery Construction Limited;

Further that should the NOHFC funding application be successful, the project limits be extended and the CAO be delegated the authority to execute a change order to the contract up to the eligible amount of the funding in order to avoid delays in construction approvals.

	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**	**1**	**0**	**0**

Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.2.1 Municipal Vacant Home Tax

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

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

Resolved that the report of the Chief Financial Officer and Treasurer and the Director of Planning dated April 29, 2024 concerning a Municipal Vacant Home Tax be received and that a municipal vacant home tax be implemented in 2025 for 2024 vacancies.

	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

8.3 Community Development and Enterprise Services

8.3.1 Outdoor Rinks

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

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

Resolved that the report of the Director of Community Services dated April 29, 2024 concerning Outdoor Rinks be received and that the City continue to maintain the six existing outdoor rinks/skating trails.

	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

8.3.2 YMCA Update

Councillor C. Gardi declared a conflict on this item. (Member of YMCA)

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

Resolved that the report of the Director of Community Services dated April 29, 2024 concerning the YMCA Update be received as information.

	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

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 Housing Accelerator Fund

Moved by: Councillor L. Dufour
Seconded by: Councillor A. Caputo

Whereas the Federal Government has recently announced a $400 million top-up to the Housing Accelerator Fund; and

Whereas Sault Ste. Marie was not successful in its initial application to the Housing Accelerator Fund; and

Whereas since Sault Ste. Marie's prior application, Sault Ste. Marie has passed a new comprehensive form-based zoning by-law which, among other things, removes unit maximums from residential zoning, placing Sault Ste. Marie at the forefront of embracing practical densification strategies in Ontario; and

Whereas the Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities has placed a strong, consistent emphasis on rewarding cities which embrace progressive zoning by-laws that enable density with more federal funding; and

Whereas 2023 saw the highest assessment growth in Sault Ste. Marie in a decade; and

Whereas in 2023 Sault Ste. Marie exceeded its provincially assigned housing target by 194%;

Now Therefore Be It Resolved that Sault Ste. Marie City Council request Mayor Shoemaker to write a new letter to Minister Fraser outlining the steps Sault Ste. Marie has taken to achieve its housing targets, the early results of higher growth and the need for approval of our Housing Accelerator Fund application during the top-up phase of funding awards to continue this positive momentum.

	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

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

Resolved that all By-laws under item 12 of the Agenda under date April 29, 2024 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 2024-62 (Official Plan Amendment) 44 Great Northern Road (3476847 Canada Inc. c/o Dave Urso)

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

Resolved that By-law 2024-62 being a by-law to adopt Amendment No. 251 to the Official Plan for the City of Sault Ste. Marie (3476847 Canada Inc. c/o Dave Urso – 44 Great Northern Road) be passed in open Council this 29th day of April, 2024.

Carried

12.1.2 By-law 2024-63 (Zoning) 44 Great Northern Road (3476847 Canada Inc. c/o Dave Urso)

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

Resolved that By-law 2024-63 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 44 Great Northern Road (3476847 Canada Inc. c/o Dave Urso) be passed in open Council this 29th day of April, 2024.

Carried

12.1.3 By-law 2024-64 (Agreement) Electrical Safety Authority Continuous Safety Services Program

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

Resolved that By-law 2024-64 being a by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2024 to March 31, 2027 be passed in open Council this 29th day of April, 2024.

Carried

12.1.4 By-law 2024-65 (Streets) Streets and Boulevard Gardens

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

Resolved that By-law 2024-65 being a by-law to amend By-law 2008-131 (being a by-law respecting streets and related matters) be passed in open Council this 29th day of April, 2024.

Carried

12.1.5 By-law 2024-66 (Agreement) Village Media Inc. Donation

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

Resolved that By-law 2024-66 being a by-law to authorize the execution of the Donation Agreement between the City and Village Media Inc. be passed in open Council this 29th day of April, 2024.

Carried

12.1.6 By-law 2024-68 (Hub Trail) Restrict Use of Vehicles on Hub Trail

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

Resolved that By-law 2024-68 being a by-law to amend By-law 2018-13 (being a by-law to restrict the use of vehicles on the Hub Trail) be passed in open Council this 29th day of April, 2024.

Carried

12.1.7 By-law 2024-69 (Agreement) The Dollywood Foundation Canada Imagination Library (MOU)

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

Resolved that By-law 2024-69 being a by-law to launch a Dolly Parton Imagination Library affiliate in Sault Ste. Marie be passed in open Council this 29th day of April, 2024.

Carried

12.1.8 By-law 2024-70 (Agreement) ESRI Canada Limited Licensing Renewal GIS Services

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

Resolved that By-law 2024-70 being a by-law to authorize the execution of the Agreement between the City and ESRI Canada Limited for the ESRI software platform to deliver contracted GIS services be passed in open Council this 29th day of April.

Carried

12.1.9 By-law 2024-72 (Agreement) Contract 2024-6E Queen Street Improvements

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

Resolved that By-law 2024-72 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the resurfacing and streetscape improvements to Queen Street from Brock Street to Elgin Street, including the reconstruction of the underground services from March Street to Elgin Street (Contract 2024-6E) be passed in open Council this 29th day of April, 2024.

Carried

12.1.10 By-law 2024-73 (Temporary Street Closing) Queen Street Temporary Closing

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

Resolved that By-law 2024-73 being a by-law to permit the temporary closing of Queen Street between East Street and Brock Street including intersections from May 1, 2024, to November 30, 2024 to facilitate the Queen Street Improvements be passed in open Council this 29th day of April, 2024.

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

15. Adjournment

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

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

Your Trusted Utility

for a brighter tomorrow

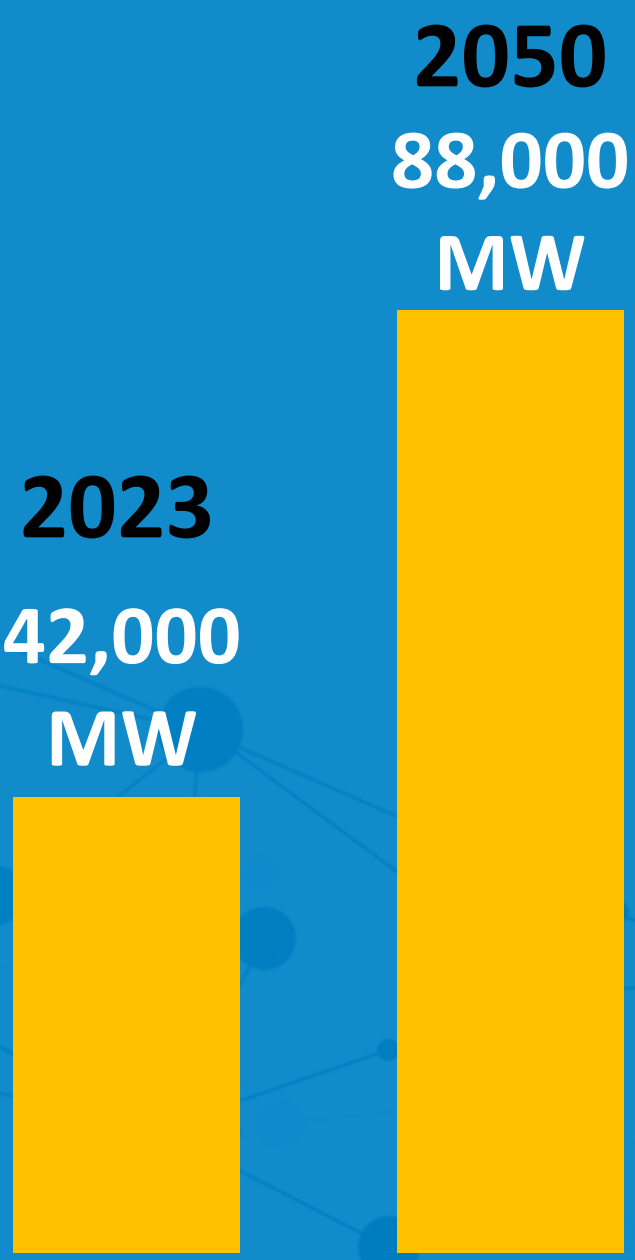
Update to Sault Ste. Marie City Council PUBLIC SESSION

May 13, 2024

The Energy Sector in Ontario will see more change in the next 5 years than the previous 50...

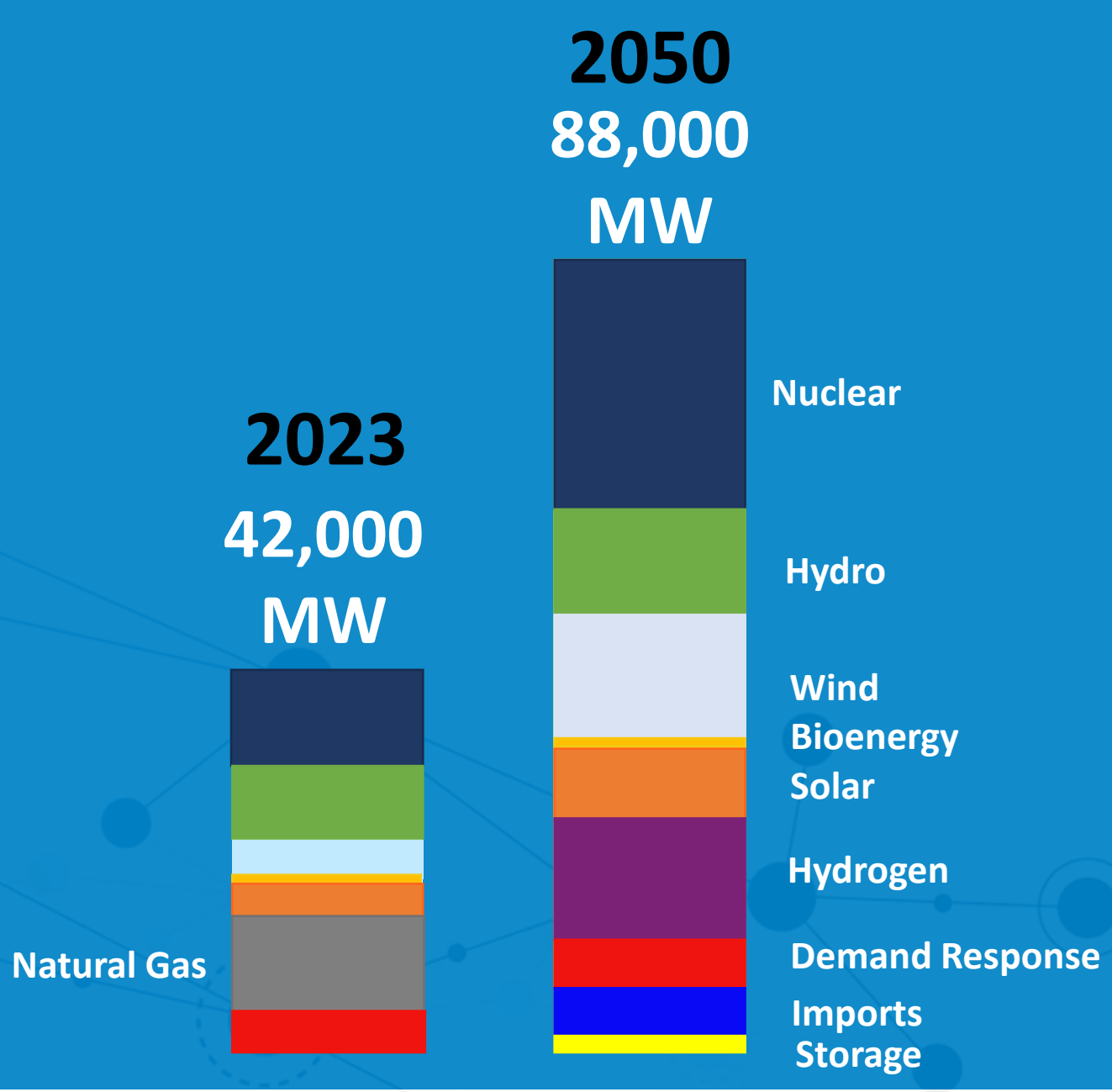


IESO's Pathways to Decarbonization Report



Source: IESO's Pathways to Decarbonization Report, 2023

The Energy Sector in Ontario will see more change in the next 5 years than the previous 50...



Source: IESO's Pathways to Decarbonization Report, 2023





PUC is a national leader in supporting communities through Ontario's transition to a cleaner economy.

- Supporting Industrial Electrification
- Electrification of Transportation
- Home Heating & Cooling
- Grid Modernization
- Energy Storage Solutions
- Energy Efficiency Programs





PUC is a national leader in supporting our communities through Ontario's transition to a cleaner economy.

- Supporting Industrial Electrification
- Electrification of Transportation
- Home Heating & Cooling
- Grid Modernization
- Energy Storage Solutions
- Energy Efficiency Programs

Grid Modernization

Sault Smart Grid Update

Grid Modernization:

Sault Smart Grid Seeing Results

1. Reliability Improvements

- Thousands of customers have not been impacted by outages because of the Smart Grid.
- *Example: Recent outage on April 2nd – 1,100 customers*

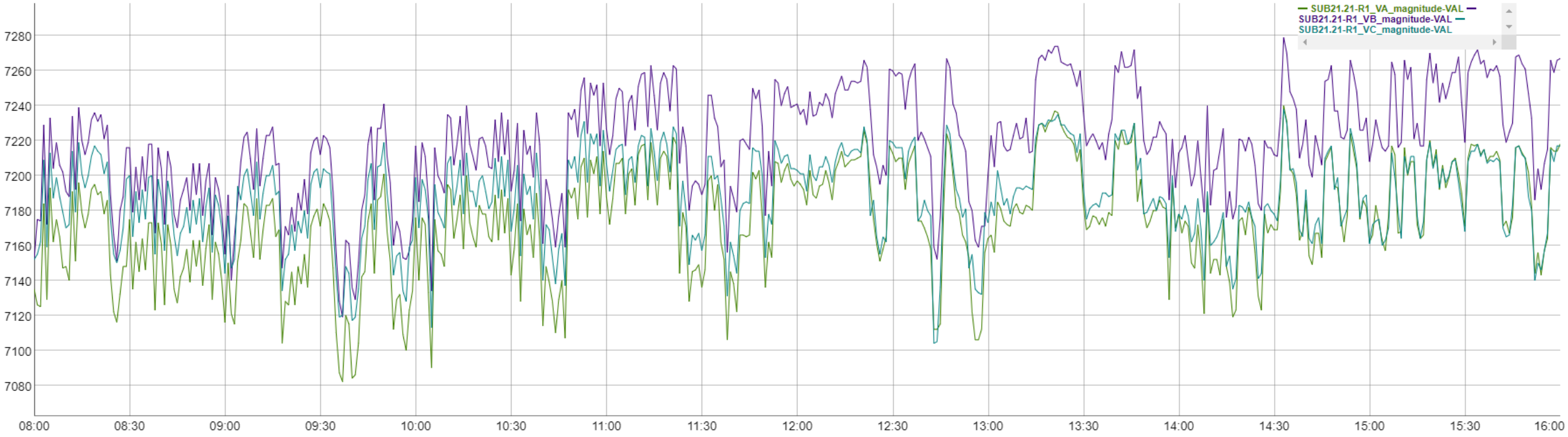
2. Energy Savings

- Average voltage reduction observed at 3.3 above the anticipated 2.7%.

3. Improved Communications & Reporting

- New Outage Management System (OMS) is providing immediate and accurate updates regarding outages via our MyPUC App and website.

WITHOUT DYNAMIC VOLTAGE REGULATOR (DVR)



RECENT RESULTS WITH DVR



Electrification of Transportation

Update

Electrification of Transportation

24 Electric Vehicles have been added to PUC's fleet



24 EV Chargers installed at 3 PUC locations



EV HOME CHARGER RENTAL PROGRAM

Easy, at-home EV charging



How does the rental program work?

- Customers pay a low monthly fee of $35. That includes the unit, lifetime warranty, and an installation credit.
- The level 2 charging station requires a dedicated 208-240V AC, 40 Amp circuit at 60 Hz.
- A licensed electrician will complete a home assessment prior to installation.

Level 2 Charging Station





Charging at Home



7
cents/kWh

Third-Party Charger



25
cents/kWh

Supporting Industrial Electrification

PUC Transmission & Axium Partnership

Supporting Industrial Electrification:

Partnership with PUC Transmission LP and AXIUM Infrastructure

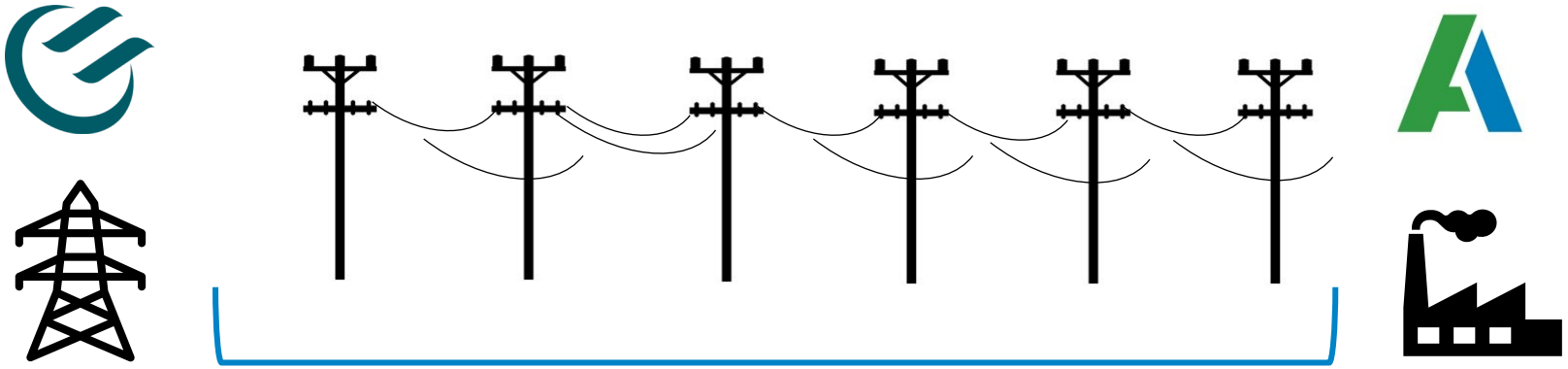
PUC Distribution (City of SSM)

120 MW

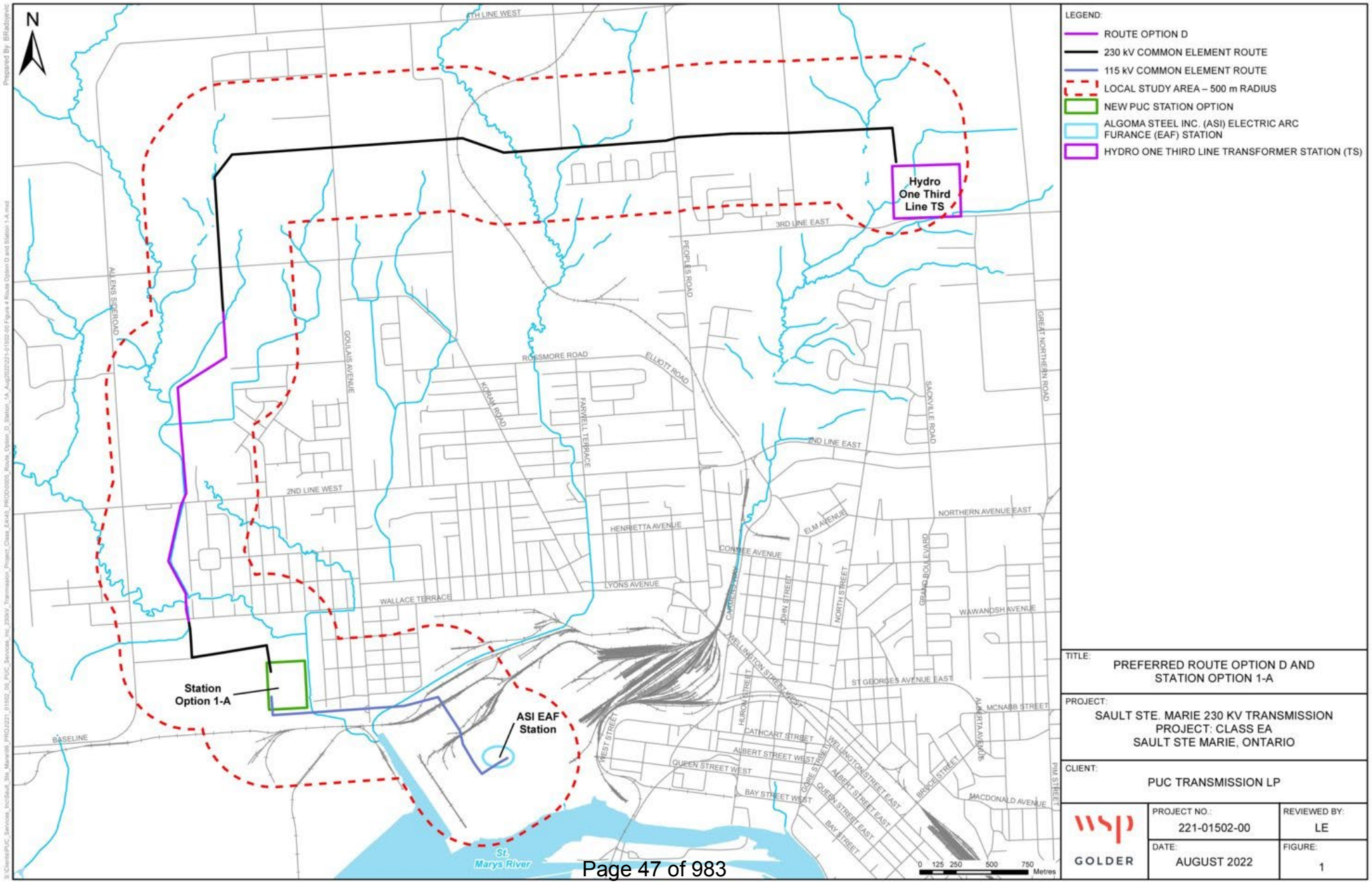
Algoma Steel's Electric Arc Furnaces

~300 MW

2.5 x



230kV Transmission Line


N
LEGEND:
ROUTE OPTION D
230 kV COMMON ELEMENT ROUTE
115 kV COMMON ELEMENT ROUTE
LOCAL STUDY AREA – 500 m RADIUS
NEW PUC STATION OPTION
ALGOMA STEEL INC. (ASI) ELECTRIC ARC FURANCE (EAF) STATION
HYDRO ONE THIRD LINE TRANSFORMER STATION (TS)
Hydro One Third Line TS
Station Option 1-A
ASI EAF Station
St. Marys River
0 125 250 500 750 Metres
TITLE:
PREFERRED ROUTE OPTION D AND STATION OPTION 1-A
PROJECT:
SAULT STE. MARIE 230 KV TRANSMISSION PROJECT: CLASS EA
SAULT STE MARIE, ONTARIO
CLIENT:
PUC TRANSMISSION LP
GOLDER
PROJECT NO.: 221-01502-00
REVIEWED BY: LE
DATE: AUGUST 2022
FIGURE: 1

The transformation is expected to reduce ASI's carbon emissions by approximately 70%.

=

1 million cars off the road



Industrial Electrification:

Partnership with PUC Transmission LP and Axium Infrastructure

Update:

- Leave to Construct in final approval stages with the Ontario Energy Board.
- Right of way clearing has been completed.
- Community and Indigenous engagement is ongoing.
- Construction is anticipated to begin early 2025.

Why this Partnership is Positive for the Community:

- Improvements to air quality - the transformation of ASI to Electric Arc Furnaces is expected to reduce ASI's carbon emissions by approx. 70% = taking 1 million cars off the road.
- Assists Algoma Steel Inc., Sault Ste. Marie's largest employer, in transitioning their operations to green steel.
- Ability to leverage the Shared Services Model to see increased efficiencies, income for PUC Services Inc. and savings in PUC Distribution and Public Utilities Commission.

Axium Infrastructure is a trusted Canadian infrastructure investment firm providing financial capabilities for the project.

PUC is Seeking approval for the investment that Axium is making into PUC Transmission LP.

Leader in the Energy Transition

Industry Partnerships

Leader in the Energy Transition: *Industry Partnerships*

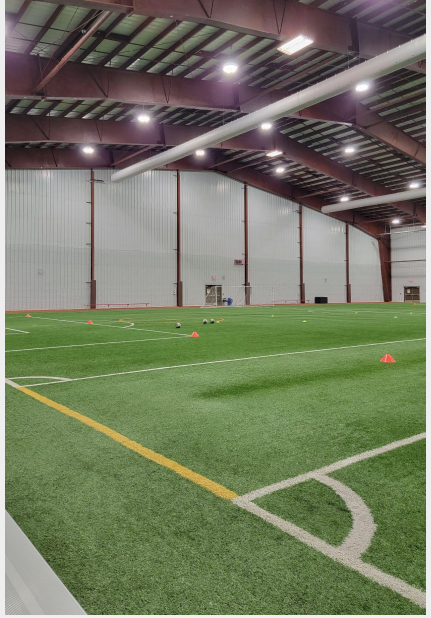
Partnerships are key to having a positive impact in the industry and the communities we serve.

- There are several mutually beneficial initiatives coming down the pipeline with the energy transition.
- Allows small-mid size LDCs (like PUC) to take advantage of those opportunities that will ultimately benefit our community.
    - Generation
    - Transmission
    - Energy and water services

- ***PUC Inc. is seeking approval for the establishment of a joint venture with three other utilities.***


PUC
Questions?






SAULT STE.MARIE

City of Sault Ste. Marie

Parks and Recreation Master Plan

thinc design
Mehak Kelly & Associates
May 13, 2024

Purpose of a Master Plan

- Guides the planning and provision of parks and recreation services, resources and investment over the **next 10 years**
- **Develops recommendations** using data from: surveys, interviews, facility use, budget considerations, trends in the parks & recreation sector, local opportunities, concurrent projects, etc.
- **Viewed as a living document** to be updated and adjusted through the annual budget planning process
    - Recommendations may be advanced, delayed or amended to respond to changing circumstances
- Some initiatives will require additional community consultation to arrive at detailed plans and designs
- Council and staff will determine when and how initiatives are implemented (e.g., specific type/number of amenities)
- As an accompaniment to this Master Plan, a **Parkland Dedication Bylaw** was also drafted

Top Themes

1. **Park Revitalization Plan**
2. **Indoor pool needs**
3. **Free and low cost recreation options**
4. **Accessibility**
5. **Asset management and capital upgrades**
6. **Emerging interests (e.g., pickleball, dog parks, cricket, ultimate frisbee)**
7. **Operations and staffing**

Programs & Events

General Program and Event Recommendations

- **Free and Low Cost Options**
  - Continue to seek and offer low cost options
- **Accessibility**
  - Employ an inclusivity lens to ensure services are accessible

Age Specific Recommendations

- **Youth**: Add drop-in youth space
- **Adults**: Add full-time Recreation Programmer
- **Seniors**: Seek new spaces to hold programs

Recreation Based Recommendations

- **Aquatics**
  - Expand opportunities for swimming lessons
- **Arts, Culture, and Heritage**
  - Work with Indigenous organizations to increase inclusion of Indigenous culture
  - Continue to support public art in the community

Recreation Facilities

General Facility Considerations

- **Accessibility**
- **Assessment and Improvement Plans**
- **Facility Scheduling**

Indoor Recreation Facilities

- **Ice Pads**
  - With addition of new NCC pad, continue to monitor and evaluate use of all ice pads to confirm sufficiency of supply
- **Aquatic Facility**
  - Prepare feasibility study for 50m pool for community and competitive use
- **Artificial Turf**
  - Track use of artificial turf field to determine need for a third field
- **Programming Spaces**
  - Identify opportunities for seniors and adult programming to share the same spaces
- **Tennis & Pickleball**
  - Encourage proponents to prepare a feasibility study and seek support from Tennis Canada

Recreation Facilities

Outdoor Facilities

- **Ball Diamonds**
  - Consider decommissioning underused junior diamonds
  - Focus future investment on a hub for community league and tournament use
- **Track and Fields**
  - Update costs to resurface/upgrade the Jo Forman Track, and encourage School Boards to contribute to costs of improvements
  - Schedule all existing fields to achieve capacity use for various sports (e.g., soccer, ultimate, football, cricket)
- **Tennis and Pickleball courts**
  - Provide improved facilities for organized tennis and pickleball to support formal community-based programming
  - Monitor and track use of courts to determine need for future additions

Arts, Culture and Heritage Facilities

- **Bellevue Park Bandshell**
  - Continue to build local events and programming at bandshell
- **Art, Culture and Heritage District**
  - Initiate concept of an Art, Culture and Heritage District in the downtown core and waterfront as a focus for promotion and attraction

Parks

General Recommendations

- **Parkland Classification and Provision**
  - Adopt updated parkland classification system
- **Park Revitalization Plan**
  - Implement Park Revitalization Plan and reassess scores every two to four years
- **Accessibility and Comfort**
  - Access, shade, safety, seating, pathways, equipment, washrooms, etc.
- **Horticulture and Community Gardens**
  - Support the Hort. team, greenhouses, tree planting and naturalization, etc.
  - Consider a partnership to add a butterfly conservatory
- **Free, Unstructured Outdoor Activities**
  - Give preference to opportunities for free, unstructured outdoor recreation activities
- **Outdoor Ice Rinks**
  - Assess feasibility of converting Esposito Rink to a multi-season, multi-sport facility
- **New Dog Park**
  - Add additional dog park and explore adding lights to extend hours of safe operation
- **Trails**
  - Encourage parkland dedication in the form of trail networks in new subdivision developments
  - Winterize trails at key locations or near to seniors residences, schools, shopping areas

Parks

Site Specific Recommendations

- **Bellevue Park and Marina**
  - Prepare a Master Plan (including e.g., a plan for the playgrounds; a fat bike trail, connections required within and to the site; parking needs; pathways and circulation; signage; accessibility; etc.)
- **Clergue Park**
  - Prepare a Master Plan (including e.g., a playground, heated shelters, and/or a heated changeroom building with concessions stand and skate rentals)
- **Elliott Outdoor Sports Complex**
  - Add a playground
- **Esposito Park**
  - Add lighting to the pump track
- **Kinsmen Park, Hiawatha Highlands, and Wishart Pak**
  - Work in partnership to encourage visits to these parks

Parks

Site Specific Recommendations

- **Manzo and Grecco Pools**
  - Add new amenities including accessible, universal washroom and change room, shade structure
- **Point Des Chenes**
  - Conduct market feasibility study to determine suitability of campground
- **Queen Elizabeth Sports Complex**
  - Develop second phase of skateboard park
- **Roberta Bondar Park and Marina**
  - Conduct upgrades to the park and marina
  - Partner with Tourism Sault Ste. Marie on further improvements (e.g., a mini putt course)
- **Strathclair Sports Complex**
  - Conduct a lighting audit to identify priority areas
  - Investigate possibility of adding potable water tanks
  - Provide amenities such as shade and warming shelters with wind protection

Service Delivery

Approaches to Providing All Services

- Role of Municipality in Service Delivery
- Policy Requirements
- Revenue Generating Programs
- Collaborations and Agreements with Non-municipal Providers
- Service Marketing, Communications and Promotion
- Service Planning and Evaluation

Service Delivery

- **Role of Municipality**
  - Continue direct and indirect service provision, as appropriate to best serve the community
  - Conduct a formal review of operations and staffing to determine a 'baseline' of staffing needs

  Policy Requirements
  - Conduct a service pricing study for policy and fees
  - Policies include affordable access & inclusion, community group affiliation and grants, collaborations & partnerships

- **Revenue Generating Programs**
  - Institute programs to offset costs (e.g., last minute ice, commemorative amenities, commercial kitchen rentals)

- **Collaborations and Agreements**
  - Continue to collaborate with non-municipal organizations in Sault Ste. Marie
  - Reach out to regional and provincial organizations

- **Marketing, Communications & Promotion**
  - Prepare a marketing and communications strategy
  - Prepare and post an annual services 'year-in-review'

- **Planning and Evaluation**
  - Develop an enhanced data base for recreation facilities and programs/services planning
  - Take the lead in developing and implementing joint services planning with all key non-municipal providers in Sault Ste. Marie

Implementation

Factors Considered:

- 10 year time frame
- Operational and Capital Projects and Studies
- Dependencies and Efficiencies
- Budget Considerations
- Staff Considerations
- Flexibility

	Total Estimated Costs			
Service area	Short term (2024-2026)	Medium term (2027-2030)	Late term (2031-2034)	Total
Programs and Events	$1,119,615	$1,119,615	$1,492,820	$3,732,050
Recreation Facilities	$10,000	$40,000	$80,000	$130,000
Parks and Trails	$5,484,600	$4,599,000	$5,630,000	$15,713,600
Service Delivery	$165,000	$0	$0	$165,000
Total	$6,779,215	$5,838,615	$6,322,820	$18,940,650

SAULT STE. MARIE

Parks and Recreation Master Plan

OFFICE OF THE MAYOR

CORPORATION OF THE
CITY OF SAULT STE. MARIE

May 7, 2024

The Honourable Sean Fraser
Minister of Housing, Infrastructure and Communities
House of Commons
Ottawa, Ontario
K1A 0A6

Dear Minister Fraser:

I am writing further to my correspondence to you on March 1, 2024 and following City Council approving a resolution at our meeting on April 29, 2024 (attached hereto for your reference) requesting that I outline the steps Sault Ste. Marie has taken to achieve its housing targets, the early results of higher growth and the need for approval of our Housing Accelerator Fund application during the top-up phase of funding awards to continue this positive momentum.

City Council has approved what we believe to be among the most ambitious series of Official Plan and Zoning Amendments in Canada (outlined in our original Housing Accelerator Fund application) that are aimed at increasing our housing stock by implementing as-of-right permitting of multiplexes. The amendments permit more than four units on any urban residential, institutional or commercial property, thereby **surpassing** the Federal mandate to permit up to four residential units on any residential lot.

In summer of 2023, the City undertook a comprehensive Housing Needs Assessment which found that Sault Ste. Marie has experienced population growth in recent years, which partially contributed to a local housing supply shortage. Population growth is expected to continue with an additional 8,400 persons by 2036. The assessment found that rental housing stock has not kept up with demand and that vacancy rates are low (most recent Canada Mortgage and Housing Corporation data, released in October 2023, indicates a primary market vacancy rate of 1.7%, which has been fairly consistent for the past few years). Rental rates and housing resale prices have risen at a much faster pace than household incomes, thereby creating an affordability gap for the “missing middle”.

The City’s efforts are already showing positive results as demonstrated by recently released statistics from the Government of Ontario, which indicates that Sault Ste. Marie exceeded its provincially assigned 2023 new housing target by 194%.

P.O. Box 580, 99 Foster Drive ~ Sault Ste. Marie, Ontario ~ P6A 5X6
705-759-5344 ~ mayor.shoemaker@cityssm.on.ca

The City was extremely disappointed to not receive support from the Housing Accelerator Fund, and we're eager to access support during the top-up phase of funding.

I trust that this matter will receive the appropriate time and attention from your office, and I will make myself available to discuss this matter further at your convenience.

Sincerely,



MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie

CITY COUNCIL RESOLUTION

Regular Council Meeting

Agenda Number: 9.1
Title: Housing Accelerator Fund
Date: Monday, April 29, 2024

Mover: Councillor L. Dufour
Seconder: Councillor A. Caputo

Whereas the Federal Government has recently announced a $400 million top-up to the Housing Accelerator Fund; and

Whereas Sault Ste. Marie was not successful in its initial application to the Housing Accelerator Fund; and

Whereas since Sault Ste. Marie's prior application, Sault Ste. Marie has passed a new comprehensive form-based zoning by-law which, among other things, removes unit maximums from residential zoning, placing Sault Ste. Marie at the forefront of embracing practical densification strategies in Ontario; and

Whereas the Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities has placed a strong, consistent emphasis on rewarding cities which embrace progressive zoning by-laws that enable density with more federal funding; and

Whereas 2023 saw the highest assessment growth in Sault Ste. Marie in a decade; and

Whereas in 2023 Sault Ste. Marie exceeded its provincially assigned housing target by 194%;

Now Therefore Be It Resolved that Sault Ste. Marie City Council request Mayor Shoemaker to write a new letter to Minister Fraser outlining the steps Sault Ste. Marie has taken to achieve its housing targets, the early results of higher growth and the need for approval of our Housing Accelerator Fund application during the top-up phase of funding awards to continue this positive momentum.

CARRIED

Matthew Shoemaker

The Corporation of the
City of Sault Ste. Marie

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

May 13, 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:	Year End Financial Report – December 31, 2023

Purpose

The purpose of this report is to provide the Year End Operating and Capital Financial Report for December 31, 2023 and to seek Council approval of year end reserve transfers.

Background

Council approved the Surplus Policy on September 11, 2017, which provided that any surplus would be allocated as follows:

- 40% to Tax Stabilization Reserve;
- 30% to Capital Reserves; and
- 30% to Long Term Debt.

As at December 31, 2023 the unaudited surplus for the year is $6,291,333. The surplus has not been allocated in accordance with the policy in the financial report.

Analysis

The 2023 surplus as a percentage of the levy is 4.7% (2022 4.0%). The five-year average is $3.1 million, or 2.4% of the levy. The last two fiscal years have resulted in a higher surplus than normal due to several large positive variances that impacted both years.

$(000)	2023	2022
• Investment Income	$1,900	$ 595
• Gapping (estimate)	$2,845	$1,200
• Long-Term Disability Rate Guarantee	$1,082	$1,345
Total	$5,827	$3,140
% of total surplus	93%	61%

It is not anticipated that surpluses due to these factors will continue as the norm. The 2024 budget increased investment income by $1.5 million, which will result in

less of a surplus in 2024. Future years will have a negative levy impact when the Bank of Canada prime rate decreases from its current level of 5%. Gapping should decrease once employment challenges are mitigated. The surplus from the long-term disability rates was generated while the City was in a rate guarantee position with the previous provider, which ended in 2023.

Other key variance to note include:

$(000)	**Variance (+ surplus/-deficit)**
Tax stabilization not realized	(1,300)
PUC dividend (2022 fiscal declared in 2023)	480
Long-Term Care grant	483
Tax write-offs/rebates/other taxation	2,070
Winter control	(1,200)
Transit revenues	622
Travel and training	173
Street lighting	400
Police Services	(1,200)
Total	528

The detailed operating department variances are included in the Manager of Finance's fourth quarter report in Appendix A.

Police Services has provided a memo outlining the key variances in 2023 in Appendix D.

Staff is recommending that the Surplus Policy not be followed for the 2023 fiscal year. Factors that were considered for the recommendation are:

- The Tax Stabilization Reserve is at the target level.
- Capital reserves require additional funding beyond what has already been approved by Council. Additional amounts will provide some short-term relief but a more formal plan is required to grow the reserves to cover asset lifecycle and replacement costs long term. The long-term financial plan is nearing completion and will provide a recommendation to achieve this.
- The maximum level of internal debt under the Debt Management Policy is 40% of uncommitted reserves. As at December 31, 2023, this level has been exceeded with no room for future debt. Additional reserve contributions would bring the level in line with the policy.

It is not typically recommended to deviate from the Surplus Policy. With the higher surplus than normal, an opportunity is present to address Council priorities that would require one-time funding, such as the Housing Action Plan.

Staff is recommending that the full surplus be transferred to the Contingency Reserve. Council will have flexibility to direct the use of the funds as one-time funding projects arise in the future. While the funds are uncommitted in the reserve, this will increase the level of internal debt allowed and bring it in line with the current actual level.

Capital
Appendix B includes a summary of the 2023 Capital Budget. As of December 31, 2023 approximately 94% of the approved budget has been spent.

Year End Reserve Transfers
Year end reserve transfers for 2023 are reflected in Appendix C for Council approval. The transfer to the Computer Software Reserve will exceed the current established target level of $100,000. With limited resources in this area, exceeding the target level would preserve much needed funding.

Staff are also requesting Council's approval to write off the Port of Algoma receivable in the amount of $552,875 that was incurred prior to the Essar Steel Algoma Inc. 2015 creditor protection under the Companies Creditor Arrangement Act (CCAA). The total receivable has been allowed for as an uncollectible amount in previous years so the write-off of the actual receivable will not have any impact on year end financial results. Discussions have again started recently regarding the port. It has been deemed that there will be no collection of this amount relating to the predecessor Port of Algoma project.

Financial Implications
The financial impact of the year end surplus and Capital budget are included in the analysis section of the report.

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:

Resolved that the report of the Chief Financial Officer and Treasurer dated May 13, 2024 concerning the Year End Financial Report-December 31, 2023 be received and that the following be approved:

- the 2023 Surplus be transferred to the Contingency Reserve for future direction of Council;
- the Port of Algoma Inc. accounts receivable in the amount of $552,875 be written off; and
- the 2023 year end transfers.

Respectfully submitted,

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

	Actual 2023	Budget 2023	Variance	Notes
Mayor and Council	640,626	738,059	97,433	
Chief Administrative Officer	463,510	409,995	(53,515)	
Corporate Services	6,776,481	6,990,864	214,383	1
Legal	5,381,555	5,365,287	(16,268)	
Fire Services	15,732,907	15,420,623	(312,284)	2
Public Works and Engineering	46,142,473	45,735,130	(407,343)	3
Community Development and Enterprise Services	19,419,712	19,534,365	114,653	4
Levy Board	23,486,287	23,509,890	23,603	
Outside Agencies	39,412,584	38,240,853	(1,171,731)	5
Corporate	(172,805,805)	(165,003,405)	7,802,400	6
Capital and Debt	9,058,337	9,058,339	2	
	(6,291,333)	-	6,291,333	

Notes:

Overall
Generally speaking, operating departments operated within their Council approved budgets where they were able to. The surplus of $6.29 million has, from a corporate financial perspective, has been described in length in the body of the report. The City faced a number of generic financial pressures including inflationary impacts beyond what was budgeted in 2023, labour shortages and salary gapping. The intent of this information is to provide Council high-level explanations of variances and notable information. One overarching theme that Council will see in the financial results is salaries and benefits. Included within the 2023 budget was an estimate as bargaining agreements expired near the end of 2022. This estimate was budgeted for within the 'Corporate' subheader. This means that operating departments salaries and benefits will reflect slight variances as this budget was not reallocated and remained in Corporate. Below is an estimate of the salary gapping amount for City operations as a result.

Mayor and Council	72,177.00
Chief Administrative Officer	(27,118.00)
Corporate Services	408,713.00
Legal	(178,463.00)
Fire Services	389,845.00
Public Works and Engineering	906,107.00
Community Development and Enterprise Services	593,988.00
Corporate	679,788.00
Total Gapping	2,845,037.00

1 - Corporate Services
This variance is primarily due to employment gapping in combination with various under expenditures in materials and supplies and financial expenses.

2 - Fire Services
Materials and supplies was over budget by $100,000 due to required purchases of health and safety equipment. Maintenance and repairs expense was also over budget by $120,000 due to radio maintenance and other non-budgeted building repairs. Remaining variance relates to vehicle repairs incurred in excess of budget. Salaries, specifically overtime, will be analyzed in future years as the City has not realized a full year of data from hiring additional firefighters in an attempt to lower overtime costs.

3 - Public Works & Engineering
This section represents a variance of $407,000. Winter Control, for 2023, reflects an over expenditure of approximately $1.2 million. This over expenditure includes activities such as snow removal, winter sweeping, sidewalk plowing and sidewalk sweeping with offsetting under expenditures in street plowing. Offsetting the overage in Winter Control, primarily, are under expenditures in utility costs related to streetlights of $400k, under expenditures in fuel costs for buildings and equipment of $134k and also under expenditures in sewage disposal costs of $265k (offset by a contribution in Corporate Financials). A large portion of this variance is salaries and benefits as Public Works struggled to hire and retain staff throughout the reported period as highlighted above in Overall.

4 - Community Development & Enterprise Services
This area reflects a total under expenditure of $115,000. The main cause of the departmental surplus was Transit ridership surpassing budgeted revenue by $622,000; primarily due to bus pass fees. This is offset by GFL revenues falling below budget by $250,000 and an excess of $260,000 above budget spent on maintenance and repairs at community centres.

5 - Outside Agencies
The variance relates to Police Services. Police Services, as a whole, reflects overspending of $1.2 million.

6 - Corporate
This area reflects a total under expenditure of $7.8 million due to a number of components that the City was unable to predict at the time of budget preparation. Investment income earned from the City's bank accounts exceeded budget by $1.9 million. At the time of budget preparation, the City took a conservative approach to estimating interest rates while actual rates in 2023 were much higher than budgeted. Interest on tax penalties also exceeded budget by $480,000 and supplemental taxation exceeded budget by $820,000. A number of corporate expenditures were under budget including $772,000 of tax refunds and write-offs. As appeals can only be processed once per assessment cycle, the City saw a decrease in appeals since we are still in the 2016 assessment cycle. The City's long-term disability is in a receivable position from Manulife, resulting in an under expenditure of $1.082 million. As stated above, the estimate of $2.8 million for the general wage increase for bargaining units was included within this section whereas actuals were reflected in the respective operating departments causing a positive variance here with the reflecting negative variance in all other departments.

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Taxation	($137,617,494.39)	($136,832,579.00)	$784,915.39	(0.57%)	($131,033,783.12)	($130,256,397.01)	(0.60%)
Payment in lieu of taxes	($4,694,248.87)	($4,573,680.00)	$120,568.87	(2.64%)	($4,578,570.06)	($4,501,741.00)	(1.71%)
Fees and user charges	($33,408,034.21)	($30,517,261.00)	$2,890,773.21	(9.47%)	($30,478,816.17)	($28,924,536.25)	(5.37%)
Government grants	($22,096,314.09)	($20,330,845.00)	$1,765,469.09	(8.68%)	($22,202,229.52)	($19,443,963.00)	(14.19%)
Interest and investment income	($8,298,031.79)	($4,780,000.00)	$3,518,031.79	(73.60%)	($4,463,016.04)	($4,320,000.00)	(3.31%)
Contribution from own funds	($1,236,629.46)	($2,125,143.00)	($888,513.54)	41.81%	($2,318,967.37)	($1,697,143.75)	(36.64%)
Other income	($4,057,650.52)	($2,962,354.00)	$1,095,296.52	(36.97%)	($3,626,905.33)	($2,875,986.85)	(26.11%)
Change in future employee benefits	(679,149.61)		$679,149.61		$1,695,562.99		0.00%
	($212,087,552.94)	**($202,121,862.00)**	**$9,965,690.94**	**(4.93%)**	**($197,006,724.62)**	**($192,019,767.86)**	**(2.60%)**
EXPENDITURES							
Salaries	$52,449,073.07	$51,624,164.00	($824,909.07)	(1.60%)	$50,855,522.57	$51,325,347.97	0.92%
Benefits	$13,612,818.46	$15,435,563.00	$1,822,744.54	11.81%	$12,185,947.36	$14,385,939.65	15.29%
TOTAL SALARIES/BENEFITS	**$66,061,891.53**	**$67,059,727.00**	**$997,835.47**	**1.49%**	$63,041,469.93	**$65,711,287.62**	**4.06%**
Travel and training	$399,237.31	$572,357.00	$173,119.69	30.25%	$294,324.14	$543,499.12	45.85%
Vehicle allowance, maintenance and repairs	$5,473,252.89	$3,765,223.00	($1,708,029.89)	(45.36%)	$4,841,626.62	$3,570,669.20	(35.59%)
Utilities and fuel	$10,853,098.92	$11,715,586.00	$862,487.08	7.36%	$10,697,703.60	$10,891,632.82	1.78%
Materials and supplies	$7,709,185.33	$6,452,127.00	($1,257,058.33)	(19.48%)	$6,344,752.33	$5,303,684.32	(19.63%)
Maintenance and repairs	$3,014,298.88	$2,737,886.00	($276,412.88)	(10.10%)	$2,754,598.00	$2,643,590.00	(4.20%)
Program expenses	$921,275.44	$916,195.00	($5,080.44)	(0.55%)	$936,393.32	$933,328.21	(0.33%)
Goods for resale	$719,538.25	$641,171.00	($78,367.25)	(12.22%)	$529,753.54	$556,996.00	4.89%
Rents and leases	$218,737.88	$172,557.00	($46,180.88)	(26.76%)	$352,026.17	$307,557.00	(14.46%)
Taxes and licenses	$2,445,033.27	$2,552,803.00	$107,769.73	4.22%	$2,117,628.29	$2,311,660.00	8.39%
Financial expenses	$2,038,484.58	$2,597,621.00	$559,136.42	21.52%	$1,595,373.00	$2,699,071.37	40.89%
Purchased and contracted services	$11,263,162.92	$11,060,089.00	($203,073.92)	(1.84%)	$10,762,833.41	$10,325,103.46	(4.24%)
Grants to others	$62,596,387.89	$61,384,243.00	($1,212,144.89)	(1.97%)	$60,106,298.58	$58,973,187.94	(1.92%)
Long term debt	$1,207,455.68	$1,866,135.00	$658,679.32	35.30%	$955,237.25	$1,502,314.00	36.42%
Transfer to own funds	$30,834,548.25	$28,482,578.00	($2,351,970.25)	(8.26%)	$32,723,346.81	$25,650,323.56	(27.57%)
Capital expense	$360,065.96	$400,694.00	$40,628.04	10.14%	$369,100.34	$350,993.24	(5.16%)
Depreciation			$0.00		$17,769,897.77		0.00%
Gain/Loss on disposal of capital assets			$0.00		$317,026.44		0.00%
Clearing accounts			$0.00				0.00%
Less: recoverable costs	($319,434.79)	($255,130.00)	$64,304.79	(25.20%)	($336,161.53)	($255,130.00)	(31.76%)
TOTAL OTHER EXPENSES	**$139,734,328.66**	**$135,062,135.00**	**($4,672,193.66)**	**(3.46%)**	**$153,131,758.08**	**$126,308,480.24**	**(21.24%)**
	$205,796,220.19	$202,121,862.00	($3,674,358.19)	(2.14%)	$216,173,228.01	$192,019,767.86	(40.96%)
NET (REVENUE)/EXPENDITURE	**($6,291,332.75)**	**$0.00**	**$6,291,332.75**		**$19,166,503.39**	**$0.00**	

Mayor and Council	640,626.08	738,059.00	97,432.92	13.20%
Chief Administrative Officer	463,510.37	409,995.00	(53,515.37)	(13.05%)
Corporate Services	6,776,481.01	6,990,864.00	214,382.99	3.07%
Legal	5,381,554.68	5,365,287.00	(16,267.68)	(0.30%)
Fire Services	15,732,907.37	15,420,623.00	(312,284.37)	(2.03%)
Public Works and Engineering	46,142,472.53	45,735,130.00	(407,342.53)	(0.89%)
Community Development & Enterprise Services	19,419,711.79	19,534,365.00	114,653.21	0.59%
Levy Board	23,486,287.45	23,509,890.00	23,602.55	0.10%
Outside Agencies	39,412,583.86	38,240,853.00	(1,171,730.86)	(3.06%)
Corporate	(172,805,804.89)	(165,003,405.00)	7,802,399.89	(4.73%)
Capital and Debt	9,058,337.00	9,058,339.00	2.00	0.00%

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Other income			$0.00	0.00%	($450.00)		0.00%
	$0.00	**$0.00**	**$0.00**	**0.00%**	**($450.00)**	**$0.00**	**0.00%**
EXPENDITURES							
Salaries	$445,583.49	$497,764.00	$52,180.51	10.48%	$453,891.69	$490,477.46	7.46%
Benefits	$69,987.25	$82,524.00	$12,536.75	15.19%	$75,285.48	$71,211.42	(5.72%)
TOTAL SALARIES/BENEFITS	**$515,570.74**	**$580,288.00**	**$64,717.26**	**11.15%**	**$529,177.17**	**$561,688.88**	**5.79%**
Travel and training	$16,501.87	$20,000.00	$3,498.13	17.49%	$14,492.40	$15,500.00	6.50%
Vehicle allowance, maintenance and repairs	$32,985.00	$35,675.00	$2,690.00	7.54%	$30,995.80	$35,675.00	13.12%
Materials and supplies	$68,515.19	$64,996.00	($3,519.19)	(5.41%)	$64,456.72	$62,910.00	(2.46%)
Purchased and contracted services	$2,864.34	$2,100.00	($764.34)	(36.40%)	($14.75)	$2,100.00	100.70%
Grants to others	$4,188.94	$35,000.00	$30,811.06	88.03%	$5,130.00	$35,000.00	85.34%
TOTAL OTHER EXPENSES	**$125,055.34**	**$157,771.00**	**$32,715.66**	**20.74%**	**$115,060.17**	**$151,185.00**	**23.89%**
	$640,626.08	$738,059.00	$97,432.92	13.20%	$644,237.34	$712,873.88	9.63%
NET (REVENUE)/EXPENDITURE	**$640,626.08**	**$738,059.00**	**$97,432.92**	**13.20%**	**$643,787.34**	**$712,873.88**	**9.69%**

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
EXPENDITURES							
Salaries	$343,047.67	$309,986.00	($33,061.67)	(10.67%)	$322,050.80	$317,771.03	(1.35%)
Benefits	$83,940.27	$77,478.00	($6,462.27)	(8.34%)	$77,835.46	$72,564.31	(7.26%)
TOTAL SALARIES/BENEFITS	**$426,987.94**	**$387,464.00**	**($39,523.94)**	**(10.20%)**	**$399,886.26**	**$390,335.34**	**(2.45%)**
Travel and training	$8,541.88	$4,260.00	($4,281.88)	(100.51%)	$4,760.65	$4,260.00	(11.75%)
Vehicle allowance, maintenance and repairs	$4,996.56	$4,500.00	($496.56)	(11.03%)	$4,688.79	$4,500.00	(4.20%)
Materials and supplies	$22,983.99	$13,591.00	($9,392.99)	(69.11%)	$9,579.38	$14,120.00	32.16%
Purchased and contracted services		$30.00	$30.00	100.00%	$41,772.49	$30.00	(139,141.63%)
Capital expense		$150.00	$150.00	100.00%		$150.00	100.00%
TOTAL OTHER EXPENSES	**36522.43**	**$22,531.00**	**($13,991.43)**	**(62.10%)**	**$60,801.31**	**$23,060.00**	**(163.67%)**
	$463,510.37	$409,995.00	($53,515.37)	(13.05%)	$460,687.57	$413,395.34	(11.44%)
NET (REVENUE)/EXPENDITURE	**$463,510.37**	**$409,995.00**	**($53,515.37)**	**(13.05%)**	**$460,687.57**	**$413,395.34**	**(11.44%)**

Corporate Services - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($138,286.29)	($121,840.00)	$16,446.29	(13.50%)	($133,483.17)	($119,786.00)	(11.43%)
Government grants			$0.00	0.00%	($10,053.75)	$0.00	0.00%
Contribution from own funds	($66,910.90)	($50,000.00)	$16,910.90	(33.82%)	($211,903.67)	($282,000.00)	24.86%
Other income	($174,454.38)	($119,317.00)	$55,137.38	(46.21%)	($210,828.60)	($178,782.00)	(17.92%)
	($379,651.57)	**($291,157.00)**	**$88,494.57**	**(30.39%)**	**($566,269.19)**	**($580,568.00)**	**2.46%**
EXPENDITURES							
Salaries	$3,680,336.74	$3,847,123.00	$166,786.26	4.34%	$3,699,320.16	$4,047,102.96	8.59%
Benefits	$956,763.70	$1,043,257.00	$86,493.30	8.29%	$919,317.00	$972,566.96	5.48%
TOTAL SALARIES/BENEFITS	**$4,637,100.44**	**$4,890,380.00**	**$253,279.56**	**5.18%**	**$4,618,637.16**	**$5,019,669.92**	**7.99%**
Travel and training	$21,503.08	$19,564.00	($1,939.08)	(9.91%)	$20,787.10	$19,564.00	(6.25%)
Vehicle allowance, maintenance and repairs	$146.33	$620.00	$473.67	76.40%	$302.85	$620.00	51.15%
Materials and supplies	$333,440.27	$295,519.00	($37,921.27)	(12.83%)	$42,469.96	$71,248.00	40.39%
Maintenance and repairs	$878,870.28	$1,004,660.00	$125,789.72	12.52%	$852,138.60	$939,092.00	9.26%
Goods for resale	$8,592.00	$19,200.00	$10,608.00	55.25%	$19,200.00	$19,200.00	0.00%
Rents and leases	$25,071.68	$3,000.00	($22,071.68)	(735.72%)	$180,001.81	$138,000.00	(30.44%)
Financial expenses	$34,323.95	$60,500.00	$26,176.05	43.27%	$58,905.04	$60,750.00	3.04%
Purchased and contracted services	$541,440.50	$795,728.00	$254,287.50	31.96%	$750,627.20	$730,621.74	(2.74%)
Grants to others		$2,000.00	$2,000.00	100.00%	$883.54	$2,000.00	55.82%
Transfer to own funds	579198.48	$85,000.00	($494,198.48)	(581.41%)	$273,428.82		0.00%
Capital expense	$96,445.57	$105,850.00	$9,404.43	8.88%	$89,157.65	$105,350.00	15.37%
Depreciation			$0.00	0.00%	$249,371.86		0.00%
TOTAL OTHER EXPENSES	**$2,519,032.14**	**$2,391,641.00**	**($127,391.14)**	**(5.33%)**	**$2,537,274.43**	**$2,086,445.74**	**(21.61%)**
	$7,156,132.58	$7,282,021.00	$125,888.42	1.73%	$7,155,911.59	$7,106,115.66	(0.70%)
NET (REVENUE)/EXPENDITURE	**$6,776,481.01**	**$6,990,864.00**	**$214,382.99**	**3.07%**	**$6,589,642.40**	**$6,525,547.66**	**(0.98%)**

IT	3,170,068.00	3,170,068.00	-	0.00%
Finance	2,536,299.09	2,654,684.00	118,384.91	4.46%
Clerk's	1,070,113.92	1,166,112.00	95,998.08	8.23%

Legal Department - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($1,385,635.19)	($1,535,037.00)	($149,401.81)	9.73%	($1,031,234.15)	($1,527,069.00)	32.47%
Government grants		($1,540.00)	($1,540.00)	100.00%	($6,477.07)	($1,540.00)	0.00%
Interest and investment income	($21,655.93)		$21,655.93	0.00%	($7,941.95)		0.00%
Contribution from own funds			$0.00	0.00%	($15,664.43)		0.00%
	($1,407,291.12)	**($1,536,577.00)**	**($129,285.88)**	**8.41%**	**($1,061,317.60)**	**($1,527,069.00)**	**30.50%**
EXPENDITURES							
Salaries	$2,185,618.14	$2,091,978.00	($93,640.14)	(4.48%)	$1,937,410.77	$2,101,697.16	7.82%
Benefits	$1,791,547.98	$1,621,950.00	($169,597.98)	(10.46%)	$1,155,766.66	$1,231,481.15	6.15%
TOTAL SALARIES/BENEFITS	**$3,977,166.12**	**$3,713,928.00**	**($263,238.12)**	**(7.09%)**	**$3,093,177.43**	**$3,333,178.31**	**7.20%**
Travel and training	$41,300.14	$106,306.00	$65,005.86	61.15%	$38,913.62	$137,305.00	71.66%
Vehicle allowance, maintenance and repairs	$390.51	$300.00	($90.51)	(30.17%)		$550.00	100.00%
Materials and supplies	$106,707.52	$116,934.00	$10,226.48	8.75%	$97,828.90	$119,680.00	18.26%
Maintenance and repairs	$5,825.83	$5,389.00	($436.83)	(8.11%)	$3,249.95	$5,270.00	38.33%
Rents and leases	$70,492.33	$79,302.00	$8,809.67	11.11%	$73,213.13	$79,302.00	7.68%
Taxes and licenses	$2,147,948.14	$2,289,098.00	$141,149.86	6.17%	$1,813,020.82	$2,052,955.00	11.69%
Purchased and contracted services	$422,162.77	$562,207.00	$140,044.23	24.91%	$562,940.28	$562,207.00	(0.13%)
Capital expense	$16,852.44	$28,400.00	$11,547.56	40.66%	$11,449.59	$26,400.00	56.63%
Depreciation			$0.00	0.00%	$586.68		#DIV/0!
TOTAL OTHER EXPENSES	**$2,811,679.68**	**$3,187,936.00**	**$376,256.32**	**11.80%**	**$2,601,202.97**	**$2,983,669.00**	**12.82%**
	$6,788,845.80	$6,901,864.00	$113,018.20	1.64%	$5,694,380.40	$6,316,847.31	9.85%
NET (REVENUE)/EXPENDITURE	**$5,381,554.68**	**$5,365,287.00**	**($16,267.68)**	**(0.30%)**	**$4,633,062.80**	**$4,789,778.31**	**3.27%**

Fire Services - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($974,442.14)	($802,615.00)	$171,827.14	(21.41%)	($566,650.68)	($493,803.00)	(14.75%)
Contribution from own funds	($21,302.11)		$21,302.11	0.00%			0.00%
Other income	($2,153.21)	($3,375.00)	($1,221.79)	36.20%	($8,958.47)	($3,000.00)	(198.62%)
	($997,897.46)	**($805,990.00)**	**$191,907.46**	**(23.81%)**	**($575,609.15)**	**($496,803.00)**	**(15.86%)**
EXPENDITURES							
Salaries	$11,641,042.42	$11,304,060.00	($336,982.42)	(2.98%)	$11,859,346.89	$10,833,853.93	(9.47%)
Benefits	$3,099,028.74	$3,344,939.00	$245,910.26	7.35%	$3,271,341.11	$3,423,383.12	4.44%
TOTAL SALARIES/BENEFITS	**$14,740,071.16**	**$14,648,999.00**	**($91,072.16)**	**(0.62%)**	**$15,130,688.00**	**$14,257,237.05**	**(6.13%)**
Travel and training	$106,595.88	$121,220.00	$14,624.12	12.06%	$73,485.80	$141,220.00	47.96%
Vehicle allowance, maintenance and repairs	$423,356.82	$220,100.00	($203,256.82)	(92.35%)	$332,289.55	$162,440.00	(104.56%)
Utilities and fuel	$303,374.42	$337,000.00	$33,625.58	9.98%	$228,304.82	$249,100.00	8.35%
Materials and supplies	$385,981.52	$285,920.00	($100,061.52)	(35.00%)	$90,145.59	$129,200.00	30.23%
Maintenance and repairs	$271,616.95	$150,319.00	($121,297.95)	(80.69%)	$189,328.77	$143,789.00	(31.67%)
Financial expenses	$6,015.38	$2,500.00	($3,515.38)	(140.62%)	$4,213.79	$2,500.00	(68.55%)
Purchased and contracted services	$21,808.16	$19,300.00	($2,508.16)	(13.00%)	$20,971.54	$18,200.00	(15.23%)
Transfer to own funds	408607.69	$380,689.00	($27,918.69)	(7.33%)	$340,725.47	$312,150.60	(9.15%)
Capital expense	$63,376.85	$60,566.00	($2,810.85)	(4.64%)	$56,917.11	$60,566.00	6.02%
Depreciation			$0.00	0.00%	$435,270.40		0.00%
Gain/Loss on disposal of capital assets			$0.00	0.00%	$364,117.95		0.00%
TOTAL OTHER EXPENSES	**$1,990,733.67**	**$1,577,614.00**	**($413,119.67)**	**(26.19%)**	**$2,135,770.79**	**$1,219,165.60**	**(75.18%)**
	$16,730,804.83	$16,226,613.00	($504,191.83)	(3.11%)	$17,266,458.79	$15,476,402.65	(11.57%)
NET (REVENUE)/EXPENDITURE	**$15,732,907.37**	**$15,420,623.00**	**($312,284.37)**	**(2.03%)**	**$16,690,849.64**	**$14,979,599.65**	**(11.42%)**

Public Works & Engineering - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($4,048,851.09)	($3,683,547.00)	$365,304.09	(9.92%)	($5,234,632.68)	($3,647,515.18)	(43.51%)
Government grants	($685,996.95)	($743,424.00)	($57,427.05)	7.72%	($1,026,689.83)	($737,429.00)	(39.23%)
Contribution from own funds	($19,954.59)	($165,878.00)	($145,923.41)	87.97%	($2,960.13)	($5,000.00)	40.80%
Other income	($438,527.31)	($90,000.00)	$348,527.31	(387.25%)	($220,549.47)	($75,000.00)	(194.07%)
	($5,193,329.94)	**($4,682,849.00)**	**$510,480.94**	**(10.90%)**	**($6,484,832.11)**	**($4,464,944.18)**	**(45.24%)**
EXPENDITURES							
Salaries	$19,092,811.56	$18,970,390.00	($122,421.56)	(0.65%)	$18,775,774.88	$19,065,053.55	1.52%
Benefits	$5,100,496.61	$5,385,469.00	$284,972.39	5.29%	$4,833,783.18	$5,072,628.21	4.71%
TOTAL SALARIES/BENEFITS	**$24,193,308.17**	**$24,355,859.00**	**$162,550.83**	**0.67%**	**$23,609,558.06**	**$24,137,681.76**	**2.19%**
Travel and training	$116,377.41	$114,440.00	($1,937.41)	(1.69%)	$90,091.67	$114,143.12	21.07%
Vehicle allowance, maintenance and repairs	$3,850,521.28	$2,413,810.00	($1,436,711.28)	(59.52%)	$3,291,916.39	$2,322,139.20	(41.76%)
Utilities and fuel	$6,730,218.21	$7,508,296.00	$778,077.79	10.36%	$6,982,093.19	$7,449,096.94	6.27%
Materials and supplies	$4,469,978.24	$3,994,167.00	($475,811.24)	(11.91%)	$4,149,007.57	$3,453,647.32	(20.13%)
Maintenance and repairs	$231,851.10	$233,400.00	$1,548.90	0.66%	$211,717.11	$230,400.00	8.11%
Taxes and licenses	$95,277.21	$90,455.00	($4,822.21)	(5.33%)	$87,606.68	$85,455.00	(2.52%)
Financial expenses	$117,737.04	$6,428.00	($111,309.04)	(1,731.63%)	$13,067.73	$5,528.36	(136.38%)
Purchased and contracted services	$7,247,224.37	$7,476,266.00	$229,041.63	3.06%	$7,555,848.48	$7,350,252.50	(2.80%)
Transfer to own funds	$4,535,853.44	$4,342,829.00	($193,024.44)	(4.44%)	$5,795,009.92	$4,511,042.36	(28.46%)
Capital expense	$66,890.79	$137,159.00	$70,268.21	51.23%	$86,049.06	$97,758.36	11.98%
Depreciation			$0.00	0.00%	$13,886,876.05		0.00%
Gain/Loss on disposal of capital assets			$0.00	0.00%	($60,111.69)		0.00%
Less: recoverable costs	($319,434.79)	($255,130.00)	$64,304.79	(25.20%)	($336,161.53)	($255,130.00)	(31.76%)
TOTAL OTHER EXPENSES	**$27,142,494.30**	**$26,062,120.00**	**($1,080,374.30)**	**(4.15%)**	**$41,753,010.63**	**$25,364,333.16**	**(64.61%)**
	$51,335,802.47	$50,417,979.00	($917,823.47)	(1.82%)	**$65,362,568.69**	$49,502,014.92	(32.04%)
NET (REVENUE)/EXPENDITURE	**$46,142,472.53**	**$45,735,130.00**	**($407,342.53)**	**(0.89%)**	**$58,877,736.58**	**$45,037,070.74**	**(30.73%)**

Public Works	$33,673,090.21	$32,619,619.00	($1,053,471.21)	(3.23%)
Engineering	$12,469,382.32	$13,115,511.00	$646,128.68	4.93%
	$46,142,472.53	$45,735,130.00	($407,342.53)	

Public Works - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($2,615,114.55)	($2,337,007.00)	$278,107.55	(11.90%)	($3,142,813.87)	($2,383,216.00)	(31.87%)
Government grants	($571,581.60)	($568,703.00)	$2,878.60	(0.51%)	($936,257.69)	($705,269.00)	(32.75%)
Contribution from own funds	($19,954.59)	($5,000.00)	$14,954.59	(299.09%)	($2,960.13)	($5,000.00)	40.80%
Other income	($438,527.31)	($90,000.00)	$348,527.31	(387.25%)	($220,549.47)	($75,000.00)	(194.07%)
	($3,645,178.05)	**($3,000,710.00)**	**$644,468.05**	**(21.48%)**	**($4,302,581.16)**	**($3,168,485.00)**	**(35.79%)**
EXPENDITURES							
Salaries	$15,839,613.85	$15,616,472.00	($223,141.85)	(1.43%)	$15,732,842.10	$15,863,502.25	0.82%
Benefits	$4,263,411.25	$4,505,969.00	$242,557.75	5.38%	$4,078,101.00	$4,317,248.13	5.54%
TOTAL SALARIES/BENEFITS	**$20,103,025.10**	**$20,122,441.00**	**$19,415.90**	**0.10%**	**$19,810,943.10**	**$20,180,750.38**	**1.83%**
Travel and training	$84,532.63	$88,990.00	$4,457.37	5.01%	$71,162.36	$88,990.00	20.03%
Vehicle allowance, maintenance and repairs	$3,802,504.31	$2,383,958.00	($1,418,546.31)	(59.50%)	$3,263,138.89	$2,291,040.00	(42.43%)
Utilities and fuel	$2,121,737.56	$2,249,104.00	$127,366.44	5.66%	$2,368,215.05	$1,851,409.54	(27.91%)
Materials and supplies	$4,233,609.24	$3,785,212.00	($448,397.24)	(11.85%)	$3,838,134.98	$3,226,353.00	(18.96%)
Taxes and licenses	$95,277.21	$90,455.00	($4,822.21)	(5.33%)	$87,606.68	$85,455.00	(2.52%)
Financial expenses	$12,151.19	$5,000.00	($7,151.19)	(143.02%)	$12,643.03	$5,000.00	(152.86%)
Purchased and contracted services	$3,232,016.55	$3,369,405.00	$137,388.45	4.08%	$3,713,202.77	$3,451,589.00	(7.58%)
Transfer to own funds	$3,943,550.71	$3,704,294.00	($239,256.71)	(6.46%)	$3,608,432.94	$3,086,587.36	(16.91%)
Capital expense	$9,298.55	$76,600.00	$67,301.45	87.86%	$64,871.20	$46,600.00	(39.21%)
Depreciation			$0.00	0.00%	$2,453,865.77		0.00%
Gain/Loss on disposal of capital assets			$0.00	0.00%	($60,648.26)		0.00%
Less: recoverable costs	($319,434.79)	($255,130.00)	$64,304.79	(25.20%)	($336,161.53)	($255,130.00)	(31.76%)
TOTAL OTHER EXPENSES	**$17,215,243.16**	**$15,497,888.00**	**($1,717,355.16)**	**(11.08%)**	**$19,084,463.88**	**$13,877,893.90**	**(37.52%)**
	$37,318,268.26	$35,620,329.00	($1,697,939.26)	(4.77%)	$38,895,406.98	$34,058,644.28	(14.20%)
NET (REVENUE)/EXPENDITURE	**$33,673,090.21**	**$32,619,619.00**	**($1,053,471.21)**	**(3.23%)**	**$34,592,825.82**	**$30,890,159.28**	**(11.99%)**

Operations				
Winter Control:				
Roadways				
and Sidewalks	8,909,737.27	7,709,615.00	(1,200,122.27)	(15.57%)
Sanitary Sewers	2,323,456.87	2,321,880.00	(1,576.87)	(0.07%)
Storm Sewers	519,245.29	691,920.00	172,674.71	24.96%
Roadways and Sidewalks	3,315,532.74	3,785,283.00	469,750.26	(3.50%)
Supervision and Overhead	3,641,996.09	3,281,305.00	(360,691.09)	(10.99%)
Traffic & Communications	1,733,770.20	1,932,451.00	198,680.80	10.28%
Carpentry	1,003,959.97	788,286.00	(215,673.97)	(27.36%)
Administration	1,729,258.27	1,679,322.00	(49,936.27)	(2.97%)
Buildings & Equipment	2,101,113.88	2,242,048.00	140,934.12	6.29%
Waste Management	4,278,886.00	4,278,886.00	-	0.00%
Parks	4,116,133.63	3,908,623.00	(207,510.63)	(5.31%)
	33,673,090.21	32,619,619.00	(1,053,471.21)	

Engineering - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($1,433,736.54)	($1,346,540.00)	$87,196.54	(6.48%)	($2,091,818.81)	($1,264,299.18)	(65.45%)
Government grants	($114,415.35)	($174,721.00)	($60,305.65)	34.52%	($90,432.14)	($32,160.00)	(181.19%)
Contribution from own funds		($160,878.00)	($160,878.00)	100.00%			0.00%
	($1,548,151.89)	**($1,682,139.00)**	**($133,987.11)**	**7.97%**	**($2,182,250.95)**	**($1,296,459.18)**	**(68.32%)**
EXPENDITURES							
Salaries	$3,253,197.71	$3,353,918.00	$100,720.29	3.00%	$3,042,932.78	$3,201,551.30	4.95%
Benefits	$837,085.36	$879,500.00	$42,414.64	4.82%	$755,682.18	$755,380.08	(0.04%)
TOTAL SALARIES/BENEFITS	**$4,090,283.07**	**$4,233,418.00**	**$143,134.93**	**3.38%**	**$3,798,614.96**	**$3,956,931.38**	**4.00%**
Travel and training	$31,844.78	$25,450.00	($6,394.78)	(25.13%)	$18,929.31	$25,153.12	24.74%
Vehicle allowance, maintenance and repairs	$48,016.97	$29,852.00	($18,164.97)	(60.85%)	$28,777.50	$31,099.20	7.47%
Utilities and fuel	$4,608,480.65	$5,259,192.00	$650,711.35	12.37%	$4,613,878.14	$5,597,687.40	17.58%
Materials and supplies	$236,369.00	$208,955.00	($27,414.00)	(13.12%)	$310,872.59	$227,294.32	(36.77%)
Maintenance and repairs	$231,851.10	$233,400.00	$1,548.90	0.66%	$211,717.11	$230,400.00	8.11%
Financial expenses	$105,585.85	$1,428.00	($104,157.85)	(7,293.97%)	$424.70	$528.36	19.62%
Purchased and contracted services	$4,015,207.82	$4,106,861.00	$91,653.18	2.23%	$3,842,645.71	$3,898,663.50	1.44%
Transfer to own funds	592302.73	$638,535.00	$46,232.27	7.24%	$2,186,576.98	$1,424,455.00	(53.50%)
Capital expense	$57,592.24	$60,559.00	$2,966.76	4.90%	$21,177.86	$51,158.36	58.60%
Depreciation			$0.00	0.00%	$11,433,010.28		0.00%
Gain/Loss on disposal of capital assets			$0.00	0.00%	$536.57		0.00%
TOTAL OTHER EXPENSES	**$9,927,251.14**	**$10,564,232.00**	**$636,980.86**	**6.03%**	**$22,668,546.75**	**$11,486,439.26**	**(97.35%)**
	$14,017,534.21	$14,797,650.00	$780,115.79	5.27%	$26,467,161.71	$15,443,370.64	(71.38%)
NET (REVENUE)/EXPENDITURE	**$12,469,382.32**	**$13,115,511.00**	**$646,128.68**	**4.93%**	**$24,284,910.76**	**$14,146,911.46**	**(71.66%)**

Community Development & Enterprise Services - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($9,866,799.76)	($8,681,283.00)	$1,185,516.76	(13.66%)	($7,568,136.18)	($8,184,516.07)	7.53%
Government grants	($2,294,924.45)	($2,123,705.00)	$171,219.45	(8.06%)	($3,641,603.18)	($1,666,196.00)	(118.56%)
Contribution from own funds	($519,254.86)	($609,265.00)	($90,010.14)	14.77%	($605,701.71)	($465,454.00)	(30.13%)
Other income	($270,128.63)	($249,662.00)	$20,466.63	(8.20%)	($173,461.52)	($119,204.85)	(45.52%)
	($12,951,107.70)	**($11,663,915.00)**	**$1,287,192.70**	**(11.04%)**	**($11,988,902.59)**	**($10,435,370.92)**	**(14.89%)**
EXPENDITURES							
Salaries	$14,776,769.64	$14,602,863.00	($173,906.64)	(1.19%)	$13,621,063.20	$14,469,391.88	5.86%
Benefits	$3,602,163.59	$3,879,946.00	$277,782.41	7.16%	$3,306,976.59	$3,522,104.48	6.11%
TOTAL SALARIES/BENEFITS	**$18,378,933.23**	**$18,482,809.00**	**$103,875.77**	**0.56%**	**$16,928,039.79**	**$17,991,496.36**	**5.91%**
Travel and training	$88,417.05	$186,567.00	$98,149.95	52.61%	$51,792.90	$111,507.00	53.55%
Vehicle allowance, maintenance and repairs	$1,160,856.39	$1,090,218.00	($70,638.39)	(6.48%)	$1,181,433.24	$1,044,745.00	(13.08%)
Utilities and fuel	$3,819,506.29	$3,870,290.00	$50,783.71	1.31%	$3,487,305.59	$3,193,435.88	(9.20%)
Materials and supplies	$1,410,101.05	$1,166,635.00	($243,466.05)	(20.87%)	$1,123,358.33	$932,001.00	(20.53%)
Maintenance and repairs	$1,626,134.72	$1,344,118.00	($282,016.72)	(20.98%)	$1,498,163.57	$1,325,039.00	(13.07%)
Program expenses	$162,629.44	$169,540.00	$6,910.56	4.08%	$172,630.08	$169,540.03	(1.82%)
Goods for resale	$710,946.25	$621,971.00	($88,975.25)	(14.31%)	$510,553.54	$537,796.00	5.07%
Rents and leases	$123,173.87	$90,255.00	($32,918.87)	(36.47%)	$98,811.23	$90,255.00	(9.48%)
Taxes and licenses	$201,807.92	$173,250.00	($28,557.92)	(16.48%)	$217,000.79	$173,250.00	(25.25%)
Financial expenses	$178,214.54	$97,187.00	($81,027.54)	(83.37%)	$172,785.44	$99,287.01	(74.03%)
Purchased and contracted services	$1,858,704.90	$2,193,458.00	$334,753.10	15.26%	$1,825,313.25	$1,650,692.22	(10.58%)
Grants to others	$52,588.56	$66,500.00	$13,911.44	20.92%	$228,288.79	$66,500.00	(243.29%)
Transfer to own funds	2482304.97	$1,576,913.00	($905,391.97)	(57.42%)	$1,204,944.11	$1,413,196.00	14.74%
Capital expense	$116,500.31	$68,569.00	($47,931.31)	(69.90%)	$125,526.93	$60,768.88	(106.56%)
Depreciation			$0.00	0.00%	$3,197,792.78		0.00%
Gain/Loss on disposal of capital assets			$0.00	0.00%	$13,020.18		0.00%
TOTAL OTHER EXPENSES	**$13,991,886.26**	**$12,715,471.00**	**($1,276,415.26)**	**(10.04%)**	**$15,108,720.75**	**$10,868,013.02**	**(39.02%)**
	$32,370,819.49	$31,198,280.00	($1,172,539.49)	(3.76%)	$32,036,760.54	$28,859,509.38	(11.01%)
NET (REVENUE)/EXPENDITURE	**$19,419,711.79**	**$19,534,365.00**	**$114,653.21**	**0.59%**	**$20,047,857.95**	**$18,424,138.46**	**(8.81%)**

Humane Society	669,624.00	656,554.00	(13,070.00)	(1.99%)
LIP	(0.01)	-	0.01	0.00%
Economic Development	745,999.56	731,678.00	(14,321.56)	(1.96%)
Tourism and Community Developmer	946,146.02	946,146.00	(0.02)	(0.00%)
Planning	880,673.71	995,184.00	114,510.29	11.51%
Parking	130,065.01	211,770.00	81,704.99	38.58%
Cemetery	511,498.05	416,913.00	(94,585.05)	(22.69%)
Transit	8,326,861.79	8,418,868.00	92,006.21	1.09%
School Guards	331,652.32	302,735.00	(28,917.32)	(9.55%)
Recreation & Culture	1,586,768.66	1,899,288.00	312,519.34	16.45%
Locks	11,953.26	37,554.00	25,600.74	68.17%
Community Centres				
John Rhodes Community Centre	1,725,620.21	1,652,061.00	(73,559.21)	(4.45%)
McMeeken Centre/Twin Pad	253,271.18	258,548.00	5,276.82	2.04%
Northern Community Centre	39,234.69	23,815.00	(15,419.69)	(64.75%)
GFL Memorial Gardens	1,065,390.81	921,366.00	(144,024.81)	(15.63%)
Outdoor Pools/Misc. Concessions	200,382.54	193,359.00	(7,023.54)	6.15%
Facility Administration	858,380.56	815,251.00	(43,129.56)	(5.29%)
Downtown Plaza	125,279.88	138,333.00	13,053.12	9.44%
Downtown Ambassador Program	168,135.18	31,971.00	(136,164.18)	(425.90%)
Mill Market	11,326.72	20,000.00	8,673.28	43.37%
Administration	831,447.65	862,971.00	31,523.35	3.65%

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
EXPENDITURES							
Grants to others	$23,486,287.45	$23,509,890.00	$23,602.55	0.10%	$22,506,857.00	$22,506,857.36	0.00%
TOTAL OTHER EXPENSES	**$23,486,287.45**	**$23,509,890.00**	**$23,602.55**	**0.10%**	**$22,506,857.00**	**$22,506,857.36**	**0.00%**
	$23,486,287.45	$23,509,890.00	$23,602.55	0.10%	$22,506,857.00	$22,506,857.36	0.00%
NET (REVENUE)/EXPENDITURE	**$23,486,287.45**	**$23,509,890.00**	**$23,602.55**	**0.10%**	**$22,506,857.00**	**$22,506,857.36**	**0.00%**

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges	($130,274.14)	($130,000.00)	$274.14	(0.21%)	($119,960.10)	($130,000.00)	7.72%
Government grants	($187,144.00)	($200,000.00)	($12,856.00)	6.43%	($195,679.00)	($200,000.00)	2.16%
Contribution from own funds	($435,422.13)	$0.00	$435,422.13	0.00%	($387,834.99)		0.00%
	($752,840.27)	**($330,000.00)**	**$422,840.27**	**(128.13%)**	**($703,474.09)**	**($330,000.00)**	**(113.17%)**
EXPENDITURES							
Materials and supplies	$655,886.06	$220,000.00	($435,886.06)	(198.13%)	$583,992.11	$220,000.00	(165.45%)
Grants to others	$38,889,538.07	$37,770,853.00	($1,118,685.07)	(2.96%)	$37,365,139.25	$36,361,965.58	(2.76%)
Transfer to own funds	$620,000.00	$580,000.00	($40,000.00)	(6.90%)	$634,070.99	$580,000.00	(9.32%)
TOTAL OTHER EXPENSES	**$40,165,424.13**	**$38,570,853.00**	**($1,594,571.13)**	**(4.13%)**	**$38,583,202.35**	**$37,161,965.58**	**(3.82%)**
	$40,165,424.13	$38,570,853.00	($1,594,571.13)	(4.13%)	$38,583,202.35	$37,161,965.58	(3.82%)
NET (REVENUE)/EXPENDITURE	**$39,412,583.86**	**$38,240,853.00**	**($1,171,730.86)**	**(3.06%)**	**$37,879,728.26**	**$36,831,965.58**	**(2.84%)**

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Taxation	($137,617,494.39)	($136,832,579.00)	$784,915.39	(0.57%)	($131,033,783.12)	($130,256,397.01)	(0.60%)
Payment in lieu of taxes	($4,694,248.87)	($4,573,680.00)	$120,568.87	(2.64%)	($4,578,570.06)	($4,501,741.00)	(1.71%)
Fees and user charges	($16,863,745.60)	($15,562,939.00)	$1,300,806.60	(8.36%)	($15,824,695.71)	($14,821,847.00)	(6.77%)
Government grants	($18,928,248.69)	($17,262,176.00)	$1,666,072.69	(9.65%)	($17,321,726.69)	($16,838,798.00)	(2.87%)
Interest and investment income	($8,276,375.86)	($4,780,000.00)	$3,496,375.86	(73.15%)	($4,455,074.09)	($4,320,000.00)	(3.13%)
Contribution from own funds	($173,784.87)	($1,300,000.00)	($1,126,215.13)	86.63%	($1,094,902.44)	($944,689.75)	(15.90%)
Other income	($3,172,386.99)	($2,500,000.00)	$672,386.99	(26.90%)	($3,012,657.27)	($2,500,000.00)	(20.51%)
Change in future employee benefits	($679,149.61)		$679,149.61	0.00%	$1,695,562.99		0.00%
	($190,405,434.88)	**($182,811,374.00)**	**$7,594,060.88**	**(4.15%)**	**($175,625,846.39)**	**($174,183,472.76)**	**(0.83%)**
EXPENDITURES							
Salaries	$283,863.41		($283,863.41)	0.00%	$186,664.18		0.00%
Benefits	($1,091,109.68)		$1,091,109.68	0.00%	($1,454,358.12)	$20,000.00	7,371.79%
TOTAL SALARIES/BENEFITS	**($807,246.27)**	**$0.00**	**$807,246.27**	**0.00%**	**($1,267,693.94)**	**$20,000.00**	**6,438.47%**
Materials and supplies	$255,591.49	$294,365.00	$38,773.51	13.17%	$183,913.77	$300,878.00	38.87%
Program expenses	$758,646.00	$746,655.00	($11,991.00)	(1.61%)	$763,763.24	$763,788.18	0.00%
Financial expenses	$1,702,193.67	$2,431,006.00	$728,812.33	29.98%	$1,346,401.00	$2,531,006.00	46.80%
Purchased and contracted services	$1,168,957.88	$11,000.00	($1,157,957.88)	(10,526.89%)	$5,374.92	$11,000.00	51.14%
Grants to others	163784.87		($163,784.87)	0.00%		$865.00	100.00%
Transfer to own funds	$14,357,702.35	$14,324,943.00	($32,759.35)	(0.23%)	$17,568,357.88	$12,465,550.32	(40.94%)
TOTAL OTHER EXPENSES	**$18,406,876.26**	**$17,807,969.00**	**($598,907.26)**	**(3.36%)**	**$19,867,810.81**	**$16,073,087.50**	**(23.61%)**
	$17,599,629.99	$17,807,969.00	$208,339.01	1.17%	$18,600,116.87	$16,093,087.50	(15.58%)
NET (REVENUE)/EXPENDITURE	**($172,805,804.89)**	**($165,003,405.00)**	**$7,802,399.89**	**(4.73%)**	**($157,025,729.52)**	**($158,090,385.26)**	**0.67%**

Capital Levy & Debenture Debt - Fourth Quarter Ended December 31, 2023

FISCAL YEAR REMAINING% :	2023 YTD Actual	Budget 2023	Variance	Percentage Budget-Rem 0.00%	2022 Actual Year End	Budget 2022	Percentage Budget-Rem YTD 2022
REVENUE							
Fees and user charges			$0.00	0.00%	($23.50)		0.00%
	$0.00	**$0.00**	**$0.00**	**0.00%**	**($23.50)**	**$0.00**	**0.00%**
EXPENDITURES							
Long term debt	$1,207,455.68	$1,866,135.00	$658,679.32	35.30%	$955,237.25	$1,502,314.00	36.42%
Transfer to own funds	$7,850,881.32	$7,192,204.00	($658,677.32)	(9.16%)	$6,906,809.62	$6,368,384.28	(8.45%)
TOTAL OTHER EXPENSES	**$9,058,337.00**	**$9,058,339.00**	**$2.00**	**0.00%**	**$7,862,046.87**	**$7,870,698.28**	**0.11%**
	$9,058,337.00	$9,058,339.00	$2.00	0.00%	$7,862,046.87	$7,870,698.28	0.11%
NET (REVENUE)/EXPENDITURE	**$9,058,337.00**	**$9,058,339.00**	**$2.00**	**0.00%**	**$7,862,023.37**	**$7,870,698.28**	**0.11%**

APPENDIX B - 2023 Q4 - SUMMARY OF CAPITAL PROJECTS

	2023 Approved Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
Roads/Bridges/Storm Sewer	24,084,061	40.01%	23,763,613	320,448
Landfill Upgrades, Fleet & Equipment	3,456,198	5.74%	1,721,103	1,735,094
Public Works Fleet & Equipment	3,964,000	6.59%	3,766,801	197,199
Transit Fleet & Equipment	8,800,428	14.62%	-	8,800,428
Building Capital Maintenance	4,825,187	8.02%	11,160,752	(6,335,565)
Fire Fleet & Equipment	2,400,000	3.99%	2,870,633	(470,633)
Corporate Equipment	227,566	0.38%	80,938	146,628
Sanitary Sewer	12,437,585	20.66%	13,179,235	(741,650)
Total	60,195,025	100.00%	56,543,076	3,651,949

APPENDIX C - 2023 RESERVE TRANSFERS TO BE APPROVED BY COUNCIL

Details		From Reserve	To Reserve	Note
Information Technology				
Transfer to Computer Software Reserve				
Information Technology Departmental Surplus			$ 518,509	1
Note: target level of $100K exceeded				
	Total	$ -	$ 518,509	

Note 1

This amount includes the budget for the Chief Technology Officer position as well as NG911 services that were funded from senior levels of government and under expenditures in various materials and supplies.

Sault Ste. Marie
POLICE

To: Chief Stevenson

Date: April 26, 2024

RE: 2023 Budget Results

On April 24, 2024, I received the final financial results for our 2023 budget year. The Police Service had an overall budget deficit of $1,193,018.

I would like to highlight that we exceeded our budgeted revenues in 2023 by $708,682.87. This was due to some grants coming in higher than expected as well as grants offered after we had prepared the 2023 budget such as the Bail Compliance Grant.

Also, we were under budget in our operating and capital expenses by $181,318. These are costs that are controlled by the service through the budget as well as our fiscal management practices.

As a result, the entirety of the budget deficit was a result of salary costs and applicable benefits on these overages.

This deficit was driven by two factors. The first being our contract settlement that was not included in our 2023 budget. This is because the contract was outstanding as we prepared the budget and was not settled until late April 2023. This accounts for approximately $955,000 of our deficit.

The second factor was overtime costs. In 2023, we had 15 high-risk or major incidents that generated more than $10,000 in overtime. This included two homicides – one with multiple victims. In previous years we've only seen 4-5 high-risk or major incidents generating this level of overtime cost annually. We also had several smaller high-risk calls that required the full tactical team. Prior to 2022, full team calls were a few times a year. Over the last couple years we're seeing 3-4 full team calls per month due to the increasing nature and frequency of higher risk crime. This accounts for the increases we are seeing in our overtime costs.

Respectfully submitted,

Angela Davey, CPA, CA, CMCP, PCP

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Asbestos Abatement – James L. McIntyre Library

Purpose

The purpose of this report is to obtain Council approval to award the work for asbestos abatement at the James L. McIntyre Centennial Library.

Background

The tender was publicly advertised through the bidding system and notification issued through Construction Association Plan Room. Opening of the tenders took place after closing on April 25, 2024 within the e-bidding system.

Analysis

Submissions from four bidders were received prior to closing deadline:

- Colin's Haulage Inc.;
- First General;
- S&T Electrical Contractors Limited; and
- North American Demolition Inc.

Tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project (Tulloch Engineering Inc.), Chief Executive Officer, and Sault Ste. Marie Public Library. The consultant's report concerning the tenders received is attached for your reference.

Financial Implications

The tendered price submitted for asbestos abatement work by Colin's Haulage Inc., meeting specifications and as recommended by the City's Consultant, is $131,940 including non-rebatable HST.

Council approved the allocation of $250,000 for Asbestos Abatement during 2023 Budget deliberations.

After costs of Engineering Professional fees deducted, the tender amount can be accommodated within the remaining balance of this funding allocation.

Strategic Plan / Policy Impact / Climate Impact
Upgrades of existing infrastructure are 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 2024-77 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

TULLOCH ENGINEERING

71 Black Road
Unit 8
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ON
P6B 0A3

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TF. 866 806.6602

saultstemarie@TULLOCH.ca

April 30, 2024
23-0960

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
Canada

Attention: **Karen Marlow**
Manager of Purchasing

Re: Tender Submission Results
Main Library Asbestos Abatement

Dear Karen:

We have reviewed the tender submissions received electronically through the Bids and Tenders portal by the Purchasing Department on or before Thursday, April 25, 2024, at 3:00pm for the above project and present herewith our Tender Report.

1.0 Background

The project consisted of two main components:

- The abatement of troweled on asbestos containing acoustic texture coat from the ceilings of the four corners of the library; and
- The reconstruction of the ceilings (coating with drywall joint compound, painting, and the installation of trim).

The intent of this project was to address performance issues with aging infrastructure. For the past year and a half, the acoustic finish on the lower ceilings has become more friable due to age and mechanical damage. There have also been issues with small quantities of the acoustic finish falling onto the floor and shelving units. The intent of this project is to remove the friable acoustic finish and install a non-friable stable finish over the remaining rock lathe and plaster finish below. The new finish will be resistant to mechanical damage caused by patrons of the library and will eliminate the potential of accidental asbestos exposure to both workers and patrons of the library.

The offering to bidders was made public through the City of Sault Ste. Marie Bids and Tenders portalA total

of four (4) submissions were received from interested proponents.

There was a mandatory site visit required during the tendering process on April 18, 2024, at 1:00 PM. All four (4) bidders were in attendance at the site visit. One (1) addendum was issued during the tender process.

2.0 Summary of Tenders

A total of four (4) tenders were received by the Purchasing Department prior to the 3:00:00 pm deadline on April 25, 2024. The tender was opened at the Civic Centre, in the Purchasing Department at 3:15pm on April 25, 2024, and results were recorded. Staff from the purchasing department of the City of Sault Ste. Marie were present.

The following were the results of the submitted Tender values, exclusive of HST, in ascending order of contract price:

1. Colin's Haulage Inc. $129,658.00 + HST

(referred to as Colin's Haulage for the purposes of this report)

2. First General $146,600.00+ HST

(referred to as First General for the purposes of this report)

3. S&T Electrical Contractors Limited $190,704.00 + HST

(referred to as S&T for the purposes of this report)

4. North American Demolition Inc. $204,300.00 + HST

(referred to as North American Demo for the purposes of this report)

3.0 Review of Tender Received

The tenders were reviewed in detail to ensure that all proposal submission requirements were complied with as stipulated in the tender documents. The following specific comments are noted:

1. All four (4) bidders submitted the required lump sum pricing as well as the requested breakdown of the various project components.

2. All four (4) bidders acknowledged receipt of the one issued Addendum.

3. The tenders were checked for mathematical errors and omissions. It was noted that S&T provided the required lump sum price of $165,704.00 (not including the contingency) and $190,704.00 (including the contingency); however, the supplied cost breakdown in the Schedule of Items and Prices included the contingency allowance. Bidders were directed not to include the contingency allowance in the breakdown of prices.

4. All bidders submitted a bid security in the form of a Bid Bond for 10% of the project value with the exception of North American Demolition. Of the three bidders that submitted the bid security document only Colin's Haulage submitted a Bid Bond that was digital and electronically verifiable. Both S&T and First General submitted a PDF copy of the Bid Bond, but a hard copy was not submitted prior to closing.

5. All bidders, with the exception of North American Demo submitted an Agreement to Bond (Surety's Consent) indicating that if successful in being awarded the project, they would provide a Performance Bond and Labour & Materials Bond. It was noted that S&T submitted an Agreement to Bond; however, the agreement stipulated a 50% Performance Bond and a 50% Labour & Materials Bond instead of the required 100% Performance Bond and 50% Labour & Materials Bond. Both S&T and First General submitted PDF copies of the bonds, but a hard copy of the original document had not been submitted prior to closing.

6. All bidders submitted construction schedules that listed a start date and a completion date with the exception of North American Demo which submitted a timeline for the completion of the work with no specific start or end date. It should be noted that Colin's Haulage had submitted a start date of April 29, 2024, and a completion date of May 17, 2024; however, the signed contract documents will not be ready until after May 13, 2024, if approved. A revised schedule based on the date of signing will have to be requested from the successful proponent.

7. All bidders supplied a list of relevant previous experience on projects of similar size and scope.

8. All bidders who indicated that subcontractors would be used on the project supplied a list of all subcontractors and their relevant experience.

4.0 Conclusion

The low bidder and only fully compliant bidder, Colin's Haulage, has indicated that three (3) subcontractors will be engaged to complete the work. Listed in the bid document are the following subcontractors:

- Ruscio Construction
- Steel Speed
- Glass Employees Ltd.

TULLOCH is familiar with the above-listed subcontractors and are confident in their ability to complete the works in an acceptable fashion as stated.

All the companies associated with the bid are local, except for Colin's Haulage which is based out of Greater Sudbury, Ontario.

We have confidence that Colin's Haulage could carry out the work in an acceptable fashion.

Yours truly,

TULLOCH Engineering Inc.



Tyler Moody, A.Sc.T.
Project Manager

TM/tm

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Professional Services – Rooftop Solar Panels, Transit

Purpose

The purpose of this report is to obtain Council approval to award Professional Services for transit building rooftop solar panels as required by Community Development and Enterprise Services (CDES).

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 4:00 p.m. on April 17, 2024.

Analysis

Proposals from five proponents were received prior to closing deadline:

- USTA Electrical Contracting Corp.;
- J.L. Richards & Associates Limited;
- DGH Engineering Ltd.;
- QPA Solar Inc.; and
- WSP Canada Inc.

The proposals received have been reviewed and evaluated by a committee comprised of staff from CDES including the Sustainability Coordinator, the Manager of Transit and Parking, and Transit Maintenance Supervisor.

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is J.L. Richards & Associates Limited.

The mechanical bay portion of transit building roof is not included in current scope, but was included in request for consideration for future planning. If determined to proceed, will be subject to available funding and applicable financial approvals.

Financial Implications

J.L. Richards & Associates Limited proposed fees for professional services will result in a total expenditure of $211,966.52 including non-rebatable HST.

During the 2024 Budget deliberations, Council approved the allocation of $3,100,000 for transit rooftop solar panels, with the City's share being 26.67% of the total project cost.

This request can be accommodated with the funding allocation.

Strategic Plan / Policy Impact / Climate Impact
Upgrades of existing infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan, as well as the value of Environmental Stewardship, to maintain and create a sustainable future.

It also aligns with the City's Greenhouse Gas Reduction Plan – Corporate Energy Pillar of increasing the number of municipal buildings with solar power generation.

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

The relevant By-law 2024-84 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

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Equipment Purchase – Public Works (Parks)

Purpose

The purpose of this report is to obtain Council approval for the supply and delivery of one split body gasoline trash compactor as required by Public Works and Engineering Services (Parks).

Background

Tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on April 25, 2024 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment and Building Maintenance – Public Works and the tendered price, meeting specifications, has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from Nexgen Municipal Inc., is $275,464 including non-rebatable HST.

During 2024 budget deliberations Council approved the allocation of $3,404,000 for Public Works Equipment which included the purchase of this unit.

The purchase amount can be accommodated within the remaining balance of this funding allocation.

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:

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning equipment purchase as required by Public Works (Parks) be received, and that the tender for the supply and delivery one split body gasoline trash

compactor be awarded to Nexgen Municipal Inc. at their bid price meeting specifications of $270,699.75 plus HST.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 25, 2024
File: 2024PWE-PWT-11-T

SUMMARY OF TENDERS
ONE (1) SPLIT BODY GASOLINE TRASH COMPACTOR

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Purchase (HST extra)	Remarks
Nexgen Municipal Inc. Burlington, ON	2024 Ford F550 Haul-All M1600D	300 w/days	Chassis: 5 year/160,000 kms Haul All: 1 Year	$270,699.75	Meets Specification

Note: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed fair and equitable.
The total cost to the City will be $275,464.10 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Nexgen Muncipal Inc., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Equipment Purchase – Public Works

Purpose

The purpose of this report is to obtain Council approval for the supply and delivery of one 10-ton portable asphalt recycler as required by Public Works and Engineering Services.

Background

Tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on April 18, 2024 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment and Building Maintenance – Public Works and the low tendered price, meeting specifications, has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from SNT Solutions Inc., is $203,520 including non-rebatable HST.

During 2024 budget deliberations, Council approved the allocation of $3,404,000 for Public Works Equipment which included the purchase of this unit.

The purchase amount can be accommodated within the remaining balance of this funding allocation.

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:

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning equipment purchase as required by Public Works be received, and that the tender for the supply and delivery one 10-ton portable asphalt recycler be

awarded to SNT Solutions Inc. at their low price, meeting specifications, of $200,000 plus HST.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 18, 2024
File: 2024PWE-PWT-08-T

SUMMARY OF TENDERS
ONE (1) 10-TON PORTABLE ASPHALT RECYCLER

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Purchase Price/Unit After Trade-in (HST extra)	Remarks
Lunar Contracting Oakville, ON	2024 Bagala BA10000	120 w/days	1 Year	$278,776.60	Meets Specification
SNT Solutions Inc. Dartmouth, NS	2024 Bagala BA10000	300 w/days	1 Year	$200,000.00	Meets Specification

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $203,520 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by SNT Solutions Inc., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Equipment Purchase – Public Works

Purpose

The purpose of this report is to obtain Council approval for the supply and delivery of one vacuum body catch basin cleaner as required by Public Works and Engineering Services.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on April 25, 2024 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment and Building Maintenance – Public Works and the low tendered price meeting specifications has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from FST Canada Inc., o/a Joe Johnson Equipment, is $776,448 including non-rebatable HST.

Council approved the allocation of $3,404,000 for Public Works Equipment, which included the purchase of this unit, during the 2024 Budget deliberations.

The purchase amount can be accommodated within the remaining balance of this funding allocation.

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:

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery one vacuum body catch basin cleaner be

awarded to FST Canada Inc. at their bid price meeting specifications of $763,018.77 plus HST.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 25, 2024
File: 2024PWE-PWT-10-T

SUMMARY OF TENDERS
ONE (1) VACUUM BODY CATCH BASIN CLEANER

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Purchase (HST extra)	Remarks
FST Canada Inc. o/a Joe Johnson Equipment Innisfil, ON	2025 Vactor Fan Catch Basin Cleaner	Feb. 28, 2025	1 Year Chassis	$763,018.77	Meets Specification

Note: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed fair and equitable.
The total cost to the City will be $776,447.90 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by FST Canada Inc., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Tender for Equipment Purchase – Public Works

Purpose

The purpose of this report is to obtain Council approval for the supply and delivery of one motor grader as required by Public Works and Engineering Services.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on April 25, 2024 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment and Building Maintenance – Public Works and the low tendered price meeting specifications has been indicated on the summary attached.

Financial Implications

The total purchase price for this equipment from Brandt Tractor Inc. is $576,783 including non-rebatable HST.

Council approved the allocation of $3,404,000 for Public Works Equipment, which included the purchase of this unit, during the 2024 Budget deliberations.

The purchase amount can be accommodated within the remaining balance of this funding allocation.

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:

Resolved that the report of the Manager of Purchasing dated May 13, 2024 concerning equipment purchase as required by Public Works be received and that the tender for the supply and delivery one motor grader be awarded to Brandt Tractor Inc. at their bid price meeting specifications of $566,807.00 plus HST.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 25, 2024
File: 2024PWE-PWT-09-T

SUMMARY OF TENDERS
ONE (1) MOTOR GRADER C/W MASTLESS SNOW WING & FRONT BLADE

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Purchase (HST extra)	Remarks
Brandt Tractor Inc. Regina, SK	2023 John Deere 772GP	120 w/days	5 Year or 5000 Hour	$566,807.00	Meets Specification

Note: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed fair and equitable.
The total cost to the City will be $576,782.80 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Brandt Tractor Inc., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Beer Pouring Rights – GFL Event Centre

Purpose

The purpose of this report is to obtain Council Approval to award the Beer Pouring Rights at GFL Event Centre for a term of three years commencing July 1, 2024, with the option to extend for up to two additional years by mutual agreement, as required by the Arenas Division of Community Development and Enterprise Services (CDES).

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 April 12, 2024.

Analysis

Proposals from five proponents were received prior to closing deadline:

- Labatt Breweries of Canada;
- Innocente Brewing Company;
- Molson Coors Beverage Company;
- Northern Superior Brewing Company Inc.; and
- Carlsberg Canada

The proposals received have been reviewed and evaluated by a committee comprised of the Director of Community Services, Manager of Community Arenas, and the Facilities Food and Beverage Coordinator.

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is Molson Coors Beverage Company (Molson). Molson is the present provider of these services.

Financial Implications

Molson has proposed $120,000 in revenue for the pouring rights for the Venue over the initial three year term.

Annual payments of $40,000 will commence July 1, 2024 providing the City an increase in revenue of $3,000 annually from the previous agreement.

Strategic Plan / Policy Impact / Climate Impact
This program supports the Corporate Strategic Plan within the Service Delivery focus area, to deliver excellent and equitable customer service.

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

The relevant By-law 2024-75 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

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Downtown Security Foot Patrols

Purpose

The purpose of this report is to seek Council approval to allocate funds to initiate downtown security foot patrols.

Background

The Downtown Association (DTA) funded its own private security patrols between 2020 and 2022 to help address areas of concern in the City core.

A presentation was provided to Council by the DTA at the August 28, 2023 Council meeting on survey results from its memberships on security patrols. The DTA had decided to remove this funding with the announcement of an increased Police presence in the City core.

The following resolution was passed at the Council meeting dated August 28, 2023:

> *Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 28, 2023 concerning downtown security patrols be received and City Council refer the expense to 2024 budget deliberations.*
>
> *Further, that City Council approve the utilization of up to $60,000 from the contingency reserve to support in-year implementation of security services for the remainder of 2023.*

The City subsequently launched a six-month pilot program until the end of 2023. The program did not proceed into 2024 due to costs of more than $105,000. The security pilot was not intended to replace police presence in the downtown; it was implemented only to enhance security.

The City was contacted by the District of Sault Ste. Marie Social Services Administration Board (DSSAB) earlier this year notifying the City that they would

be able to contribute one-time funding to assist with the Downtown Ambassador Program. These funds are already budgeted in the City budget and staff are recommending that the City pilot a downtown security foot patrol utilizing the funds that are now available.

Analysis
With Council approval, staff will proceed with an RFP for foot patrol services originating from a home base in the Downtown Plaza office along Queen Street as depicted in Appendix A. This will enable the security patrol team to develop knowledge and awareness of the downtown, business owners and key locations.

The goal of the foot patrol program is to provide an additional level of safety and security in the downtown area and help to prevent unwanted vandalism and crime. The service hours envisioned are 11 a.m. to 3 p.m. and 6 p.m. to 10 p.m., seven days per week. The City is open to revising patrol hours based on feedback and metrics to provide the best possible coverage relating to concerns as they arise. Daily Security Reports are to be forwarded daily or weekly as required to the responsible manager or supervisor. Items of importance should be forwarded the next working day or as directed by the responsible manager or supervisor.

This service will work in conjunction with the **Downtown Ambassador Program** given that 41.2% of Downtown Association members cited homelessness and addiction was their main concern.

Financial Implications
There is no impact to the operating budget as funding has been provided for 2024 to support the Downtown Security Foot Patrol RFP.

Strategic Plan / Policy Impact / Climate Impact
This item aligns with the Corporate Strategic Plan in the Quality of Life focus area:

Vibrant Downtown Areas – We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

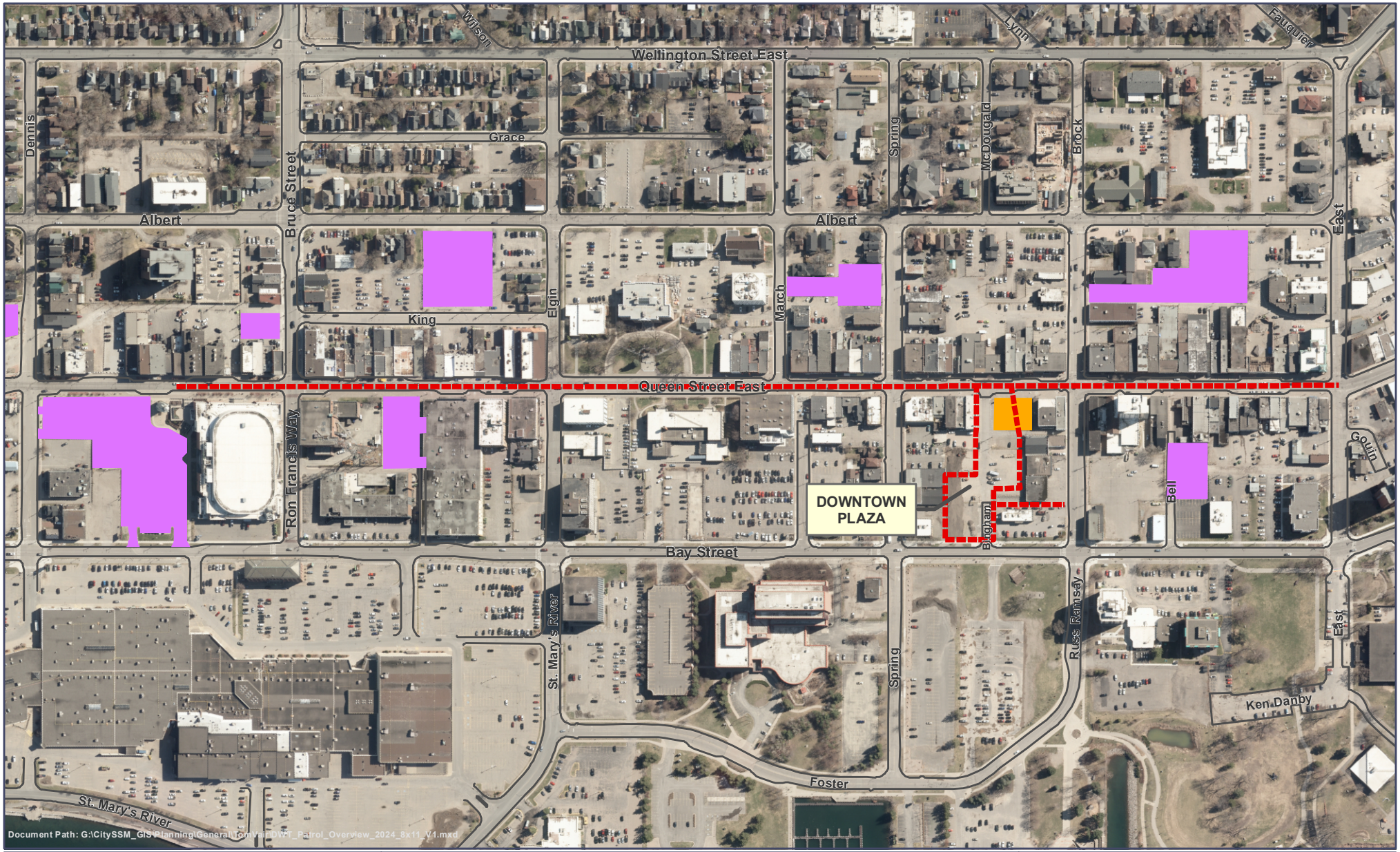
Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated May 13, 2024 concerning Downtown Security Foot Patrols be received and that Council approve the establishment of a pilot program to implement a downtown foot patrol.

Respectfully submitted,

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

Appendix A



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment ☑ Illustration

Schedule Information

Map Id.: Illustration Accompaning RFP, Downtown Security - Foot Patrol
Date Created: April 23, 2024

Proposed Downtown Patrol Overview

Legend

Primary Patrol Area
Municipal Parking Lot
Operation Base (Patrol)

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

This map is for general reference only
Orthophoto: 2022 Colour 10cm
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 15 30 60 Meters

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Graham Atkinson, Manager of Business Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	Community Development Fund – Economic Development Stream: Wolowich Tool Repair

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Purpose

The purpose of this report is to request City Council approval for $15,000 from the Community Development Fund – Economic Development stream to support Wolowich Tool Repair business expansion and investment at 690 Black Road.

Background

Program Overview

The purpose of the Community Development Fund (CDF) – Economic Development stream support is to diversify the local economy and stimulate job growth by attracting new businesses and expanding existing ones.

As part of the CDF – Economic Development stream is designed to reduce business costs by providing financial incentives for improvements to land or buildings of targeted industry sectors. The approval of an application and the amount of grant money received is determined on a discretionary basis according to the program's criteria.

The key program criteria are as follows:
Criteria 1: Targeted Industry Sector;
Criteria 2: Building and/or Land Related; and
Criteria 3: Economic Impacts.

Project Overview

Wolowich Tool Repair Background

Wolowich Tool Repair is a specialized business focusing on the repair and refurbishment of industrial tools, serving a diverse array of sectors including forestry, agriculture, renewable energy, mining/critical minerals, transportation/aviation, water technology, and heavy industry. Established to address the pressing need for localized repair services, Wolowich Tool Repair stands out as the sole provider in the area, effectively capturing revenue that would otherwise exit the local market.

Market Niche and Demand
The absence of local competition places Wolowich Tool Repair in a unique position to cater to the needs of industrial sectors within the community. With industries reliant on well-maintained equipment for operational efficiency and safety, the demand for timely repair and refurbishment services is significant. By offering localized solutions, the business not only meets this demand but also eliminates the need for clients to endure lengthy wait times associated with shipping tools and equipment to Southern Ontario for servicing.

Importance of Relocation
Recognizing the growing demand and the imperative to meet it efficiently, Wolowich Tool Repair made the strategic decision to move out of a rented space to better serve its clientele and uphold a higher standard of service quality. The move was crucial for several reasons:

1. Enhanced Capacity
The previous rented space posed limitations on the business's capacity to handle a larger volume of repairs and refurbishments. By relocating to a larger, owned facility, Wolowich Tool Repair can now expand its operations, accommodating more equipment and serving a broader client base without compromise.

2. Professional Standard
A key aspect of Wolowich Tool Repair's value proposition is its commitment to professionalism and quality service. Transitioning to an owned space allows the business to invest in state-of-the-art equipment, improved workflow, and a more specialized working environment. This not only elevates the standard of service provided but also instills confidence in clients regarding the reliability and expertise of the business.

3. Accessibility and Convenience
Locating the business in a strategically chosen area improves accessibility for clients from various industrial sectors. With an accessible and centralized location, clients can easily access Wolowich Tool Repair's services, reducing downtime associated with transportation and facilitating quicker turnaround times for repairs.

4. Long-Term Viability
Ownership of the facility provides Wolowich Tool Repair with stability and control over its operational environment. This ensures long-term viability and sustainability, allowing the business to adapt to evolving market demands and invest in future growth initiatives confidently.

Key Activities and Costs
The project's key activities will include:

- Property acquisition;
- Zoning, planning, permitting;
- Building design and equipment/supply procurement;
- Construction and utility servicing; and
- Facilitating transition of operations from previous location, minimizing service disruption.

Breakdown of Project Costs

Site Preparation	Site preparation costs at new property (690 Black Rd.)	$20,000
Construction of New Facility/infrastructure	Materials and labour for construction of new facility	$210,000
Value of New Project related Equipment	Specialized repair and calibration equipment	$25,000
Value of Operational/Administrative costs	Design, servicing, permitting/administrative costs	$20,000

Job Creation
Wolowich Tool Repair anticipates the following **3-5 positions** will be **directly attributable** to this upgrade and expansion:

- Working Service Manager/Supervisor;
- Administrator;
- Repair Technician;
- Repair Technician; and
- Account Manager Tool/Part/Service Sales

Analysis
The following analysis summarizes the criteria of the Economic Development Fund and how the proposed project aligns with the requirements of the EDF.

Economic Development Fund Key Criteria
The proposed project aligns well with the Economic Development Program.

Significant Investment	**Yes**, over $275,000 spent on expansion
Located in the City	**Yes**, 690 Black Rd.
Good Financial Standing	**Yes**, attestation to be provided from accountant
Target Industry	**Yes**, primary, secondary, value-added and advanced manufacturing, minerals sector and mining supply and services

Building Related	**Yes**, new facility
Economic Benefits	**Yes**, job creation/retention 3-5

Financial Implications
The financial impact of this Economic Development Fund application is $15,000. The Community Development Fund, Economic Development stream currently has $761,298 for the purpose of providing financial assistance for the implementation of strategic economic development projects initiatives.

The project was successful in securing funding from the NOHFC Growth Stream in the amount of $153,507 ($61,403 granted and $92,104 loaned).

Strategic Plan / Policy Impact
While the project has alignment with the Economic Development Program, it also has strong alignment with the City of Sault Ste. Marie's existing Strategic Plan.

The following identifies three key areas of the Strategic Plan and how the proposed Economic Development Fund project aligns with it:

1) Community Development – Create Social and Economic Activity
2) Community Development – Maximize Economic Investment
3) Economic Development Program Alignment – diversify local economy, increase municipality's tax base, attract investment.

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

Resolved that the report of the Manager of Business Development dated May 13, 2024, concerning Community Development Fund – Economic Development Stream: Wolowich Tool Repair be received and that $15,000 from the Community Development Fund – Economic Development stream to support business expansion and investment at 690 Black Road be approved.

Respectfully submitted,

Graham Atkinson
Manager of Business Development
705-989-7075
g.atkinson@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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Travis Anderson, Director Tourism and Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	April 2024 Tourism Development Fund Applications

Purpose

The purpose of this report is to provide recommendations to City Council for the distribution of Tourism Development Funds.

Background

The Tourism Development Fund (TDF) was implemented June 1, 2021 to provide financial support to the broader tourism sector in two different streams – Festivals and Special Events and Attractions and Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration is given to support initiatives that produce positive results in at least one of the following criteria:

- Development quality tourism products and events;
- Increase in overnight stays and visitor spending in Sault Ste. Marie;
- Enhancement of the Sault's tourism product offerings;
- Support of the city's reputation and position as a first-rate visitor destination;
- Fulfill a gap in the tourism visitor experience landscape; and
- Encourage private sector tourism investment in SSM.

Upon receipt of a TDF application, tourism staff reviews the application for eligibility and assessment criteria and brings a recommendation forward to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for the distribution of the grant funds.

Analysis

Tourism Development Fund applications are permitted on an ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings. Funds are expensed by the recipient and then claimed through the Tourism Development Fund after the completion of the event.

At the Tourism Sault Ste. Marie Board of Director's meeting held April 16, 2024, five applications were reviewed with the following recommendations:

- Fringe North International Theatre Festival ($5,000);
- Ontario Junior Archery Challenge ($3,000);
- Sault Ste. Kennel Club All Breed Conformation Show ($3,000);
- Salty Marie Trails Festival ($5,000); and
- Spring International Swim Meet ($2,375).

Fringe North International Theatre Festival

Fringe North is a non-profit theatre and multi-arts-based festival that is hosted annually in August. The Festival, scheduled August 21 to 25, will showcase performances from various disciplines and genres, including theatre, dance, music, circus arts, buskers, spoken word, poetry, puppetry, and visual arts. Fringe North connects artists and audiences across Canada solidifying Sault Ste. Marie as a destination for creative expression. Fringe North started in SSM in 2016 with a mission is to provide easily accessible opportunities for all artists and all audiences to participate. 100% of box office sales go to participating artists with a maximum ticket price of $12, providing performances are affordable and easily accessible. The Fringe North 2024 Festival prioritizes building cross-Canada relationships, solidifying Fringe North as a stop on the Canadian fringe circuit.

Annual Participants/Visitation Projections

Based on previous festival plus projected growth of 10%.
Local: 1,014
Regional: 378
Ontario: 565
Canada: 111
USA: 50

Economic Impact (out of town visitation only)

726 visitors x 4 days x $150 per person per day = $435,600

In recognition of the positive impact, the 2024 Fringe North International Theatre Festival will have on the local tourism industry the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $5,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the 2024 Fringe International Theatre Festival August 21-25, 2024, and that a report be submitted to City Council for consideration and approval.

Ontario Junior Archery Challenge

The Ontario Junior Challenge is an annual archery competition sanctioned by Archery Ontario. This tournament is a Provincial Youth Championship and is an essential bridge from school or club shooting into the tournament stream. The tournament is open to all archers who have an Archery Ontario Membership, including the year they turn 21. The Junior Challenge provides young archers an opportunity to enhance their competitive skills and develop strategies for future success. The championship is an excellent training tool for the Ontario Summer Games, Ontario, Outdoor, Provincial Target Championships, and Archery Canada National Championships, including the National Outdoor Target Championship, the Canada Cup East and the Canada Cup West.

The Algoma Rod and Gun Club has successfully won the bid to host this event in 2024 and secured use of Rocky Dipietro field for the weekend of June 14-16, 2024. Archers aged 20 and younger will travel with their families to Sault Ste. Marie to compete in this event.

Annual Participants/Visitation Projections

Local: 88
Regional: 88
Ontario: 76
Canada: 0
USA: 0

Economic Impact (out of town visitation only)

76 visitors x 3 days x $150 = $34,200

In recognition of the positive impact, the 2024 Ontario Junior Archery Challenge will have on the local tourism industry the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $3,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the 2024 Ontario Junior Challenge and that a report be submitted to City Council for consideration and approval.

Sault Ste. Marie Kennel Club (SSMKC) All Breed Conformation Show

The All-Breed Confirmation Show is three-day canine event which includes six all-breed conformation shows and exhibitors. The competition is tournament based with certified judging in each category. Owners/dogs are awarded points on their ranking that contribute to overall standings across Canada for their breed allowing animals to qualify for global, prestigious dog shows.

This event was partially funded in 2023 through the TDF in the amount of $3,000. Funds were used to offset rental fee at the John Rhodes Community Centre. The 2023 event met targets for visitation/participation and show modest growth from

previous years. Organizers noted that the visitors exceeded the 2022 show with 315 participants from Ontario and 30 from USA. It is anticipated that visitors will match or exceed 2023 participation due to the selection of new date which does not conflict with larger US shows and the positive feedback received from 2023 in the larger, more modern location.

The SSMKC All Breed Conformation Show will be held at the Northern Community Centre July 12-14, 2024.

Annual Participants/Visitation Projections
Based on 2023 participation plus 15% growth
Local: 81 participants + spectators (1,000+)
Regional: 33 participants + spectators
Ontario: 340 participants + spectators
Canada: 0
USA: 40

Economic Impact
~400 out of town visitors x 3 days x $150 per day= $180,000

In recognition of the positive impact, the 2024 SSM Kennel Club All Breed Conformation Show will have on the local tourism industry the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $3,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the Sault Ste. Marie Kennel Club All-Breed Dog Show to be hosted at the Northern Community Centre, July 12-14, 2024, and that a report be submitted to City Council for consideration and approval.

Salty Marie Trails Festival
The Salty Marie Trails Festival (SMTF) is an annual trail event hosted by Red Pine Tours that celebrates “all things trail”. The Salty, a play on the often mispronounced “Sault”, is a gaining recognition of being an iconic Sault Ste. Marie trail race. The event is held at Hiawatha Highlands and utilizes the expanding trail infrastructure to attract participants (both local and out of town) of all skill levels. The event hosts 2km bike race (Saltine Shred), 10km bike race (Low Sodium Race), 10km Running (InSault to Injury), 21km running (Sault in the Wound), 25km bike race (Saline Short) and 50km (Big Brine) races. This Festival includes races but is not just for competitive riders. The Salty Marie is a fun-fueled event for racers as well as cruisers and anyone looking to have fun on the trails. Organizers plan to host a heightened expo experience, provide food and beverage, and live entertainment making the Salty Marie a fun-fueled experience for everyone.

Attendance Projections
Based on 2023 Salty Marie + 10% growth

Local 175 participants + spectators
Regional 25 participants + spectators
Ontario 30 participants + spectators
Canada 15 participants + spectators
USA 30 participants + spectators
Total 275 participants (100 from out of town)

Economic Impact
100 visitors + families = 175 out of town guests x 2 days x $150 = $52,500

In recognition of the positive impact, the 2024 Salty Marie Trails Festival will have on the local tourism industry the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $5,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the Salty Marie Trail Festival to be hosted Hiawatha Highlands July 29, 2024, and that a report be submitted to City Council for consideration and approval.

Sault Surge Spring International Swim Meet
The Sault Surge International Invitational Meet is a new home-grown short course swim meet developed by Sault Surge to assist with growing interest in the sport. All athletes must be registered as Competitive swimmers with Swimming Canada. This meet will invite and host teams from Michigan and Northern Ontario. This is an open invitational meet with prizes for Super 8 Mixed 8x50m Relay and Super 8 50m competition. There are preliminaries, semi finals, and finals for all four 13 and over 50m events. All other events are timed finals. The Spring International Swim Meet is intended to become an annual event with a goal of increasing participation yearly.

Visitor Attendance Projections
Local 60 participants + spectators
Regional 0
Ontario 100 participants + spectators
Canada 0
USA 30 participants + spectators

Economic Impact
280 out of town visitors x 2 days x $150 per person = $84,000

In recognition of the positive impact, the 2024 Sault Surge Spring Invitational Swim Meet will have on the local tourism industry the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $2,375 through the Tourism Development Fund – Conferences and Special Events Stream to support the International Invitation Meet – Sault Surge Swim to be hosted April 26-28, 2024, and that a report be submitted to City Council for consideration and approval.

Financial Implications
No new funds would be required. The Tourism Development Fund currently has $565,699 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Corporate Strategic Plans Focus Areas:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability;
- Community Development – Develop partnerships with key stakeholders and reconciliation.

There are no climate change impacts associated with this report.

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

Resolved that the report of the Director of Tourism and Community Development dated May 13, 2024 concerning April 2024 Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate $18,375 as detailed below be approved:

- Fringe North International Theatre Festival ($5,000);
- Ontario Junior Archery Challenge ($3,000);
- Sault Ste. Kennel Club All Breed Conformation Show ($3,000);
- Salty Marie Trails Festival ($5,000); and
- Spring International Swim Meet ($2,375).

Respectfully submitted,

Travis Anderson
Director, Tourism & Community Development
705.989.7915
t.anderson@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

May 29, 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:	Noise By-Law Exemption Summer Events 2024

Purpose

The purpose of this report is to request Council approval of a Noise By-Law Exemption for 2024 Summer Events.

Background

A number of events take place each summer in the downtown core and some require an exemption to Noise by-law 80-200.

In addition, to annual events that take place at Clergue Park, Fun-tastic Castles will be hosting 'FunFest' at Clergue Park and is hosting an outdoor cinema on the evenings of May 17-19, 2024. Movies start at 9:40 p.m. which coincides with sunset and will require an exemption as the movies will extend past 11:00 p.m.

Analysis

In an effort to streamline the number of reports requesting a Noise By-law exemption, staff are bringing one report to address upcoming events that will extend music and festivities past 11:00 pm to 12:30 am. The events are as follows:

1. May 17, 2024 Clergue Park for FunFest outdoor movie
2. May 18, 2024 Clergue Park for FunFest outdoor movie
3. May 19, 2024 Clergue Park for FunFest outdoor movie
4. July 18, 2024 Clergue Park/Civic Centre North Parking Lot for Rotaryfest
5. July 19, 2024 Clergue Park/Civic Centre North Parking Lot for Rotaryfest
6. July 20, 2024 Clergue Park/Civic Centre North Parking Lot for Rotaryfest

Financial Implications

There are no financial implications.

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 2024-71 is listed under Agenda item 12and will be read with all by-laws under that item.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5310
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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Kathy Fisher, Curator, Ermatinger Clergue National Historic Site
DEPARTMENT:	Community Development and Enterprise Services
RE:	2023 Annual Report on the Operations of the Ermatinger Clergue National Historic Site

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Purpose

The purpose of the is report is to request Council's approval of the submission of the 2023 Annual Report on the operations of the Ermatinger Clergue National Historic Site.

Background

Every year, a report is prepared on all areas of the operation of the Ermatinger Clergue National Historic Site. The report is a requirement of the Historic Sites Board in their governance by-law for the responsibility of overseeing the operations on behalf of Council. The annual report is also a requirement for meeting Provincial standards of a community museum and is submitted to the Province each year with the Community Museums Operating Grant (CMOG) application.

The Historic Sites Board and staff of the Ermatinger Clergue National Historic Site have prepared the 2023 report to best reflect the operations of the year in review.

Analysis

Each year the report provides the summary of operations, which includes statistical information regarding visitation (key performance indicators), volunteers, programs, collections, and maintenance. It provides insight into the comparison of some of the KPI's analyzed to ensure that the site operates as a viable museum, attraction, and as stewards of conservancy and education.

Financial Implications

The annual report summarizes how the operations contribute to the financial sustainability and fiscal responsibilities to the City of Sault Ste. Marie.

Strategic Plan / Policy Impact / Climate Impact

As part of the governance standard, it is mandatory that the Historic Sites Board continue to update the Strategic Plan for the site, and to utilize the statistical analysis from the Annual Report to determine needs. The HSB and staff of ECNHS will be updating the Strategic Plan (2024 to 2029) for the site during this season.

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

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 13, 2024 concerning 2023 Annual Report – Ermatinger Clergue National Historic Site be received on behalf of the Historic Sites Board.

Respectfully submitted,

Kathy Fisher
Curator, Ermatinger Clergue
National Historic Site
705.759-5443
k.fisher@cityssm.on.ca

2023 ANNUAL REPORT

ERMATINGER•CLERGUE NATIONAL HISTORIC SITE





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Ermatinger • Clergue
National Historic Site

Executive Summary

In 2023, the Ermatinger Clergue National Historic Site (ECNHS) welcomed a total of 30,823 visitors, which was very close to a full recovery in comparison to pre-pandemic. We also saw over 3500 visitors from the return of the cruise ships, bus and group tours. Our two biggest events of the year, Poutine Feast and Fall Rendezvous continue to draw new visitors and exposure to the Site. However, overall tourism site visitors are still slow to recover, especially when reviewing who is visiting, with individual visitors and families still well below 2018 & 2019 statistics. We continue to develop new programming and community partnerships to grow visitation.

This year's group tours were curated with new itineraries and community partners to offer new land excursions packages for cruise ship passengers. This allowed for passengers to visit the Site via the "hop on hop off" options, and through a guided itinerary, lunch, and program.

New social media strategies carried out by our regional tourism partners for the annual Fall Rendezvous, created virtual impressions and engagements which will create new exposure of our festivals and attract visitors for future events. The 2023 Fall Rendezvous event did see a small percentage increase of tourists, which are persons travelling more than 50 kilometers from their home.

Now that the Site is fully open for business, our guest's favorite special events are back and better than ever, including Lilac & Lavender, Strawberry, Blueberry, Rendezvous, our Fridays by the Fire and our Heritage Tea's. The largest and most attended is the 3rd annual Poutine Feast, located on the parking lot beside the Site and on the main grounds of ECNHS. Poutine Feast includes multiple shows over the four days, by the Sault's hottest and "up and coming" local musicians to play the main stage on the Site's grounds. The hard work and dedication of the staff and volunteers allow us to support our partners. The event attracts thousands of people over the Canada Day weekend and substantially increases exposure to the Site. Poutine Feast was supported by Northern Ontario Heritage Fund.

New in 2023, we embarked upon two large projects, supported by Canadian Heritage, through the Museums Assistance Program. The program supported ECNHS for the development of our first Digital Strategy, and for the storage and management of the Collection (artifacts).

The Friends of ECNHS, and our hosts of the annual Fall Rendezvous, provided a remarkable lineup of heritage interpreters / re-enactors. This event received multiple funding support from Canadian Heritage – Local Festivals, Experience Ontario 2023, Northern Ontario Heritage Fund, and the City of Sault Ste. Marie's Arts & Culture Assistance Program to market and coordinate with our city tourism partners a robust promotion program for Rendezvous. This festival also supported the grade 7 curriculum, where we hosted approximately 1500 students from both school boards in the Algoma district.

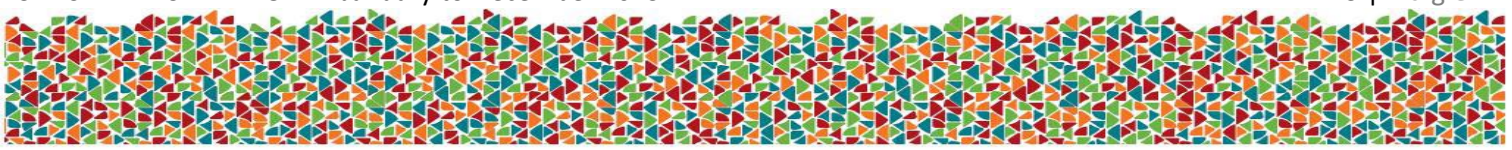
As the Ermatinger Clergue National Historic Site Curator, I continue to facilitate open dialogue in our community, it's partners and agencies, as we continue to uncover the enriched history and culture of our Site, the people, and their histories. As we revisit and update the ECNHS Strategic Plan this year, we are mindful to continue developing a more diverse path moving forward. This includes collaboration, partnerships, and being cognizant that museums hold cultural patrimony and that the atmosphere in which we exhibit requires a creation that becomes more valuable than the artifacts themselves, after all, it is the Spirit that Sings.

Interwoven into our activities, we aim to strengthen our partnership with our local First Nations and Metis people to provide the true histories and their involvement in the development of the Ermatinger Clergue National Historic Site.

The Site's events and recovery visitation over the year is a result of our dedicated community partners, supporting funders, and the remarkable dedication and support by the staff, volunteers, board members and patrons, and our Friends of ECNHS. We look forward to new opportunities in 2024!

Kathy Fisher, Curator
Ermatinger Clergue National Historic Site

Bsc Recreation Management, Bsc Therapeutic Recreation,
Humanities Associates Degree with concentration in Fine Arts
OMA Certificate in Museum Studies
AMCTO - MAP



Mandate

The Ermatinger•Clergue National Historic Site provides visitors to, and residents of Sault Ste. Marie with an opportunity to *experience* the history of our community through the preservation and historic interpretation of artifacts related to the Site; within the Ermatinger Old Stone House, the Clergue Blockhouse, the Heritage Discovery Centre, including the heritage gardens and grounds and through related festivals and events.

Mission

At the Ermatinger Clergue National Historic Site, our mission is to facilitate dialogue, engage, and create an atmosphere that tells our stories steeped in stone, where cultures meet.

Governance

The Ermatinger•Clergue National Historic Site is owned and operated by the City of Sault Ste. Marie, under the management of the Historic Sites Board, an appointed Board of Council. The 2023 Board comprised of six Council-appointed citizens and one Council member.

The Historic Sites Board By-law mandates the responsibilities of the Board in overseeing the operations of the Ermatinger•Clergue National Historic Site, on behalf of Council.

In 2018 and 2019, the Historic Sites Board reviewed and revised their strategic plan and governance policy to reflect the direction of the Ontario Museum Association, Ontario Cultural Plan, City of Sault Ste. Marie's corporate strategic plan, and the SSM Downtown Association plan. 2023 / 2024 will be the next review.

The Historic Sites Board along with the Curator, ensure that each year, the Ontario standards for Museums are met and submitted to the Ministry of Tourism, Culture, and Sport.

Membership with the Ontario Museums Association, and the Canadian Museums Association are maintained annually. Membership with the Ontario Historical Society is through the Friends of ECNHS.

The staff and management of the Ermatinger Clergue National Historic Site fall within the Corporation through the Community Services and Enterprise Services, Recreation and Culture Division.

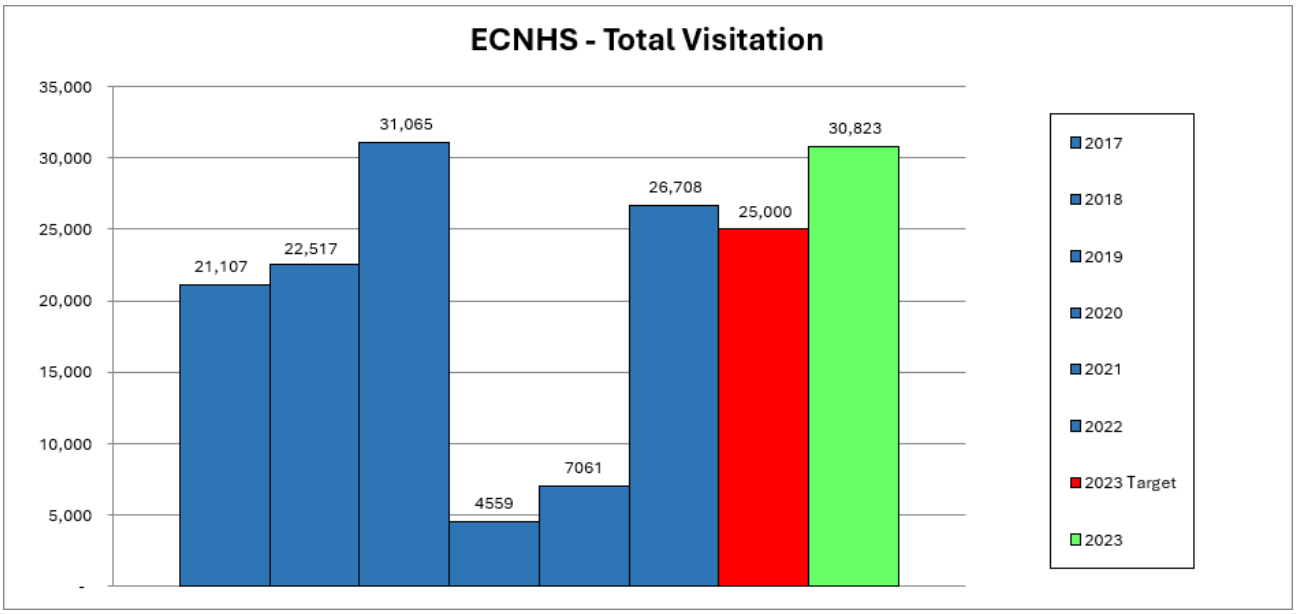
Key Performance Indicators

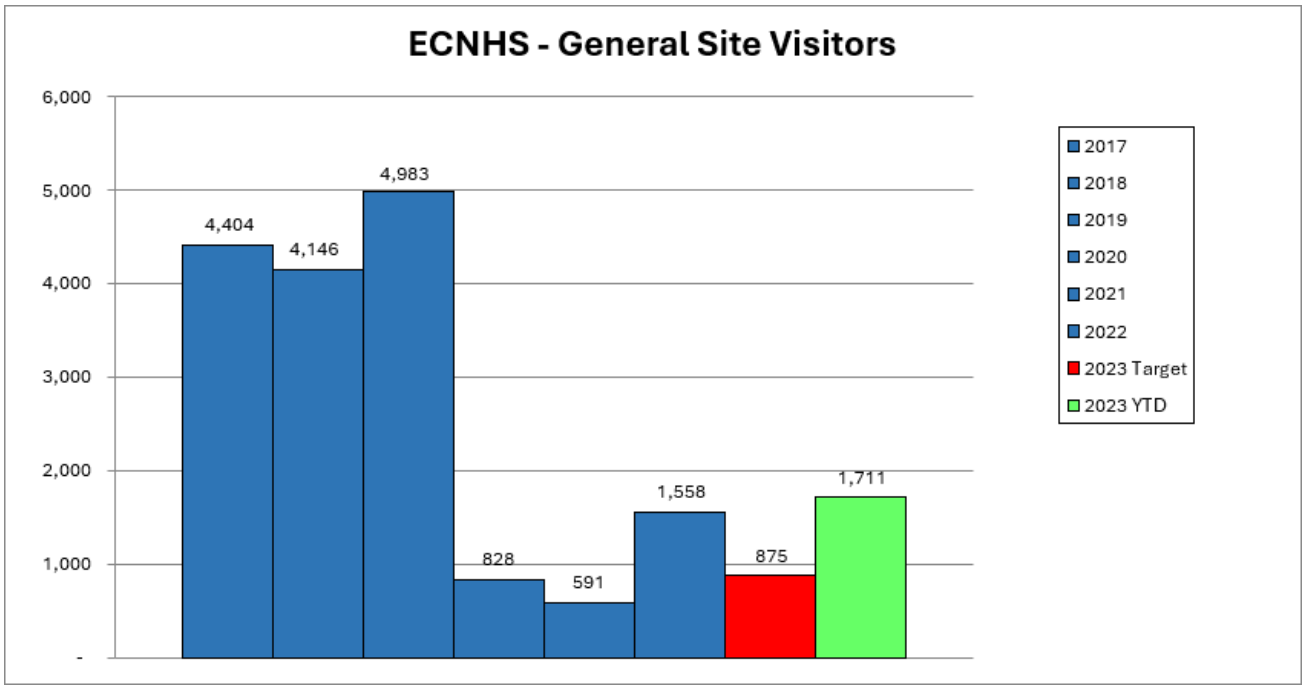
Overall Visitation

Cruise Ships, bus tours, and group tour programming contracted tours for over 3500 visitors in 2023.

General (individuals & families) visitors in 2019 (pre-pandemic) were approximately 5000 people.

General (individuals & families) visitors in 2023 (post-pandemic) were approximately 1700 people. A target audience not yet recovered.





Educational Programming

2019 students were all on-site face-to-face curriculum tours with 2,033 students served.

2020 we did receive 3 classes with 46 total students for in person tours, as well as 3510 students reached virtually. With the expansion of virtual curriculum programs, we had more students participate in our virtual school programs, as we were able to reach to the whole district, to schools, which normally would not have participated our curriculum tours.

2021 there were no in person tours, and 2,462 students received virtual programs.

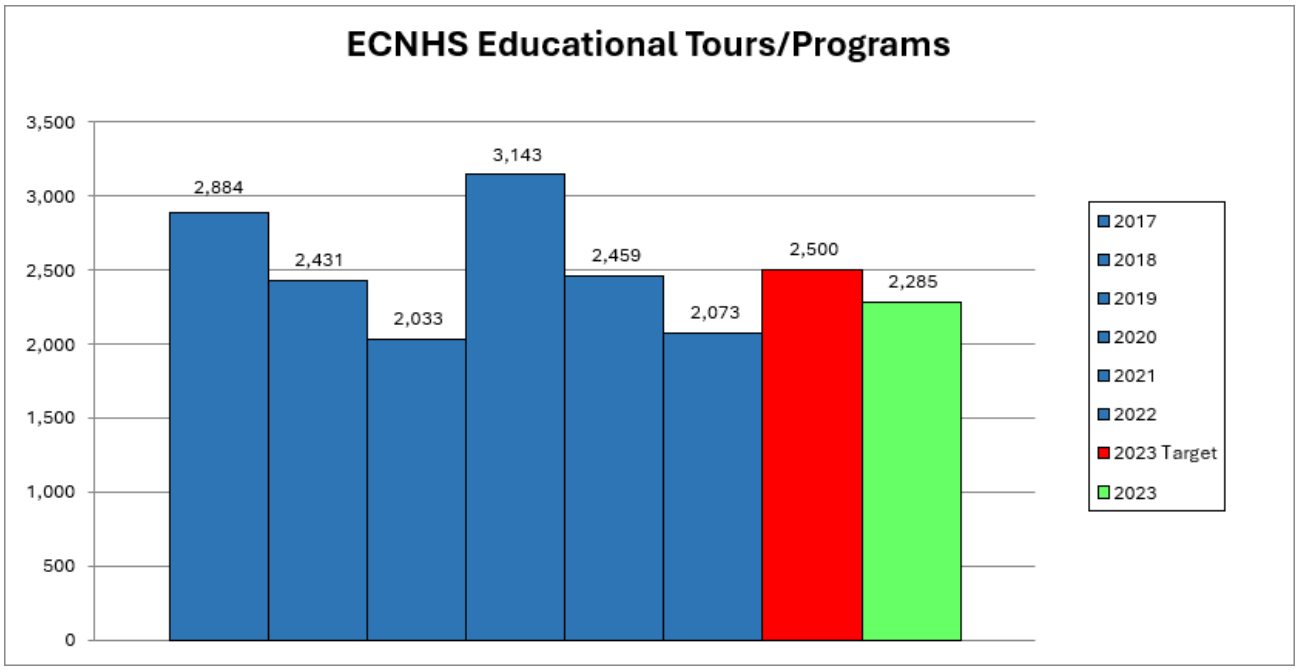
2022 saw very little virtual content, and 2073 face to face curriculum tours – higher than 2019 indicators.

2023 – School Boards did not support virtual content from ECNHS; therefore, all programming were in person = 2073 students.

Curriculum programs focus:

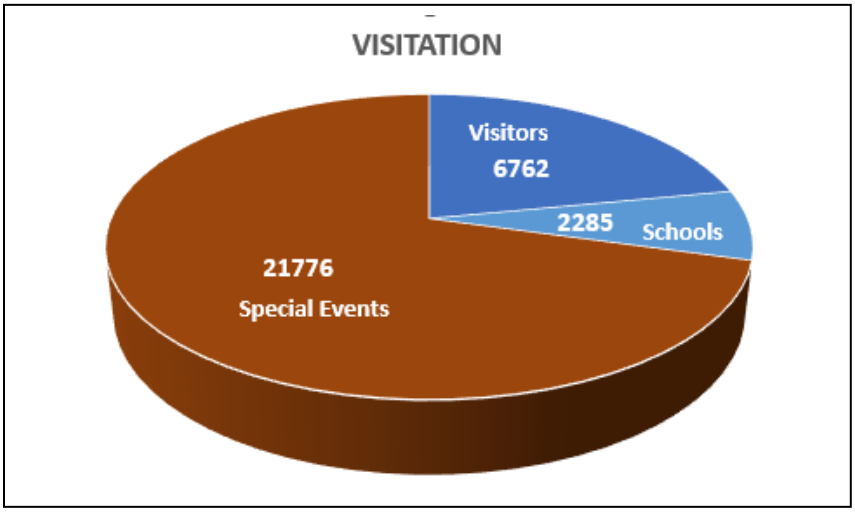
- K to 2 Long Ago
- 1 to 3 ***Yuletide***
- 3 ***Pioneer Living***
- 4 to 6 Early Explorers
- 7 (6 to 8) ***1812, Fur Trade,*** Confederation
- 10 Canadian History
- 10 Civics – in combination with Civic Centre
- 11/12 Culinary Tourism
- K to 8 Summer Pioneers – end of year field trips

The three ***italicized*** programs are our most popular for curriculum field trips, however, we do receive classes for all of the programs listed.



Special Events

Special Events comprised 71% of our visitation in 2023. This percentage is a result of hosting Poutine Feast bringing in close to 12,000 guests on the property over 4 days of the Canada Day weekend.



Other Events for 2023:

- Lilac & Lavender, Strawberry, Blueberry
- Downton Abbey Mother's Day tea
- Halloween House
- Moonlight Magic
- Downton Abbey Christmas Dinner
- Christmas Tea's

Our two largest festivals would not occur without the partnerships with our two hosts:

- Poutine Feast – The Downtown Association – BIA of Sault Ste. Marie
- Fall Rendezvous & Harvest Fest – Friends of ECNHS

Each of these partners bring with them tremendous funding for the festival, and event details: Federal, Provincial, and Municipal funding levels, plus local business sponsors all comprise the support required for the implementation of the festivals.











Gift Shop – The Post

With anticipation of a full operating year with group tours, we re-stocked the store for 2023. However, people are watching their non-essential spending, as the essential spending and inflation has increased. Many visitors on group tours expressed their inability to pack items in luggage, and for 2024 merchandise will reflect these observations.

The Gift Shop within the Heritage Discovery Centre was a target of ***a major break in and theft*** during the month of August. Damage of the entrance to the gift shop, and merchandise lost had a value of approximately $6000. Some of this is reflected in the net revenue listed below, as we compensated some of the artist consignors for their work.

With all the comments from visitors / tourists, our gift shop still had a successful season.

Net Revenue 2023 (fully reopened)	$10,268.78
Net Revenue 2022 (begin re-opening)	$ 4761.00
Net Revenue 2021 (COVID capacity limits & curbside):	$ 8050.00
Net Revenue 2020 (COVID lockdowns & curbside):	$ 5802.57
Net Revenue 2019:	$13,352.31
Net Revenue 2018:	$ 10,028.95
Net revenue 2017:	$ 9,860.00

COVID Relief & Recovery

During the past three years of the pandemic, we gratefully acknowledge the financial support of Canadian Heritage.

Through the Museums Assistance Program, Canadian museums were encouraged to apply for a percentage of their operating budget, in order to offset the loss in revenue in admissions and programs. This funding was to enable museums to continue with their expenses during the pandemic closures, and assist in the road to recovery. The federal budget year runs April to March, while our fiscal is January to December.

3) Museums Assistance Program COVID recovery for Operations 2022 = $34,228 – carrying over to 2023 for special projects

- Security cameras
- Replacement of theatre multimedia projectors
- Industrial dishwasher & refrigerator replacement

Museum Standards

DAYS OPEN: - 180 minimum required for Museums Standards

Months	2019 - # of days open	2020 - # of days open	2021 - # of days open	2022 - # days open	2023 # of days Open
January	21	21	0	0	21
February	19	21	0	15 gift shop / curbside	19
March	21	10 – begin shut down	12 gift shop only	25 gift shop / curbside	21
April	20	0	10 gift shop only	16 gift shop / 5 open	20
May	26	0	19 gift shop only	21	26
June	30	6 gift shop & curb	24 gift shop only	30	30
July	31	23 gift shop & yard	22	31	31
August	31	20 gift shop & yard	22	31	31
September	30	22 gift shop & yard	25	30	30
October	27	23 with restrictions	22	24	27
November	20	20 with restrictions	22	21	20
December	16	17 with restrictions	22 with restrictions	14	16
TOTALS	292	183	200	258	292

HOURS OPEN: – 1060 minimum required for Museum Standards

2019 REGULAR OPERATIONS we were open 2728 Hours

2020 PANDEMIC YEAR we were open 1090 Hours

2021 PANDEMIC YEAR we were open 1200 hours

2022 Partial PANDEMIC YEAR & we were open = 1806 hours

2023 REGULAR OPERATIONS we were open 2728 hours.

Volunteers

Volunteers who assist in activities, events, and programming are a mix of individuals from the following areas:

- Members of the Historic Sites Board
- Members of the Friends of Ermatinger•Clergue National Historic Site
- Adult and Youth Re-Enactors
- Adults & Seniors (55+) who individually want to assist in many capacities.

Volunteers whom we need to attract are Youth.

The Site is managed by a volunteer Board (Historic Sites Board) which is comprised of **6 members** contributing a total of *125 hours* for Board Meetings. Members for the Sault Ste. Marie Historic Sites Board are appointed by City Council every 2 years.

The Ermatinger•Clergue National Historic Site has **32 volunteers** who contribute 1230 hours, including the Board members.

We are graced with some volunteers that have achieved over 30 years of service, bringing "History to Life"!
Volunteers with milestone years of service are acknowledged at the Ontario Volunteer Service Awards held annually.

Staffing Levels

The Ermatinger•Clergue National Historic Site consists of 3 buildings and heritage gardens, operated year-round, since the 2015 opening of the Heritage Discovery Centre.

Due to the funding programs and projects for: Digital Strategy and Collections Management, some of the part time staff were provided more hours to assist the Curator in completing the projects.

2023 Staff levels at the Ermatinger•Clergue National Historic Site were as follows:

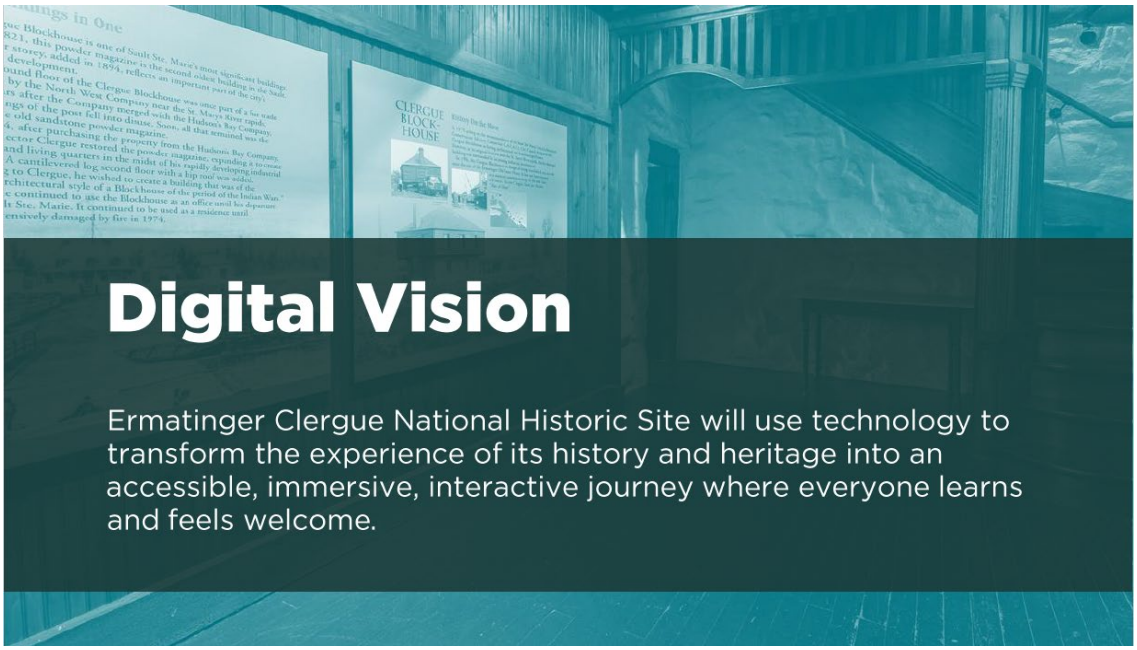
Regular year-round staff:

- 1 Full Time Permanent Curator
- 1 Full Time Permanent (Heritage) Programmer Assistant
- 1 Part Time Garden / Grounds / House Keeper - seasonal
- 1 Part Time Cook
- 1 Part Time Administrative Assistant & Gift Shop Administrator
- 1 Part Time Interpreter (often comprised of a couple people)

Students:

- 1 Young Canada Works Summer Student (Federally Funded)
- 1 Provincial Summer Experience Program (Provincially Funded)
- 1 summer student for Municipal Heritage

Virtual Engagement & Digital Strategy



Digital Strategy

We were fortunate to receive funding through Canadian Heritage, Museums Assistance Program, for the completion of a Digital Strategy. LORD Cultural Resources were contracted to lead us through the process. The approach was a process of 2 key steps:

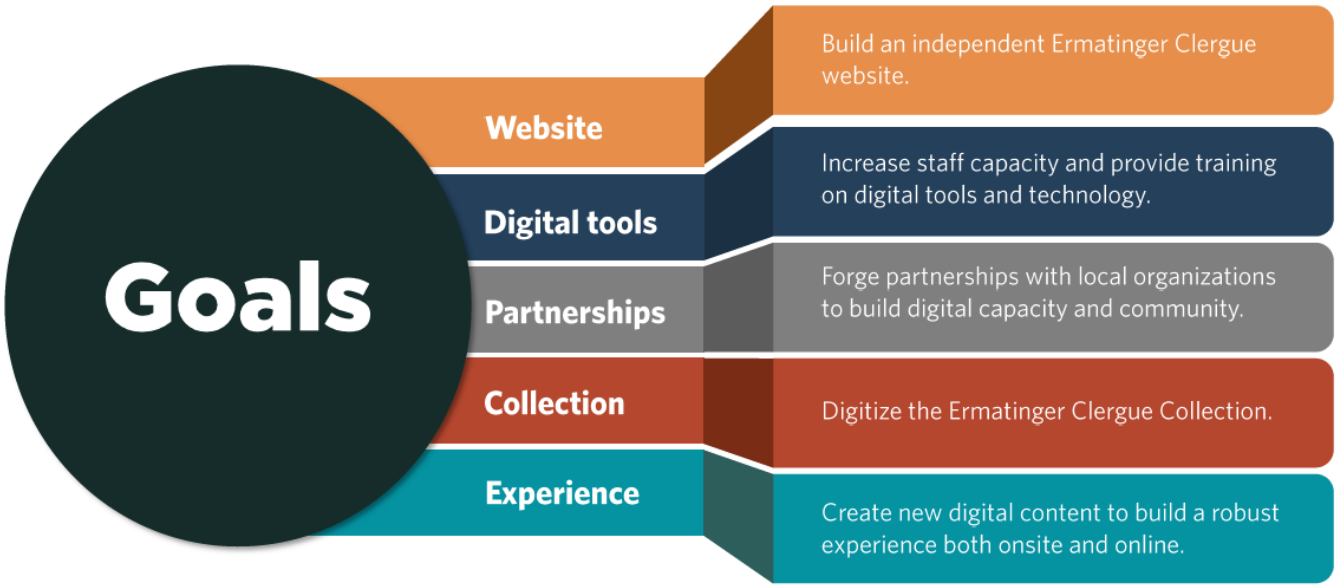
Step 1: Digital needs assessment, consultation, and research

a. Start up meeting
b. Digital needs assessment
c. Internal and external consultation and SWOT analysis
d. Site visit
e. Trends and leading practice research
f. Key findings report

Step 2: Strategy development

a. Strategy development workshop
b. Draft digital strategy and presentation for approval
c. Final strategy

The basics of the Strategy Recommendations / Goals are:



Virtual Engagement

The total **"FOLLOWERS"** on our Facebook:

2196

The total **"FOLLOWERS"** on our Instagram (@ermatingerclergue):

932

Virtual Programming & Engagements

2019 was mainly promotion on social media, and all programming was in person.

2020 pivot to provide virtual programming to schools & public with a total of 46,262 engagements.

2021 continued virtual programming to schools & public with a total of 56,712 engagements.

2022 increased purchased social media promotion, added digital content, & continued virtual = 133,280 engagements.

2023 brought the Digital Strategy, and funding through our festivals to conduct digital marketing campaigns, bringing our impressions and engagements to: 1,393,516

Virtual Engagement Campaigns

- As part of the provincial festival funding for Fall Rendezvous, through the "Friends ECNHS", marketing strategies focused on digital and social media campaigns. Our regional tourism partners were contracted to assist in target marketing campaigns.
    - ***Tourism Sault Ste. Marie, and***
    - ***Algoma Country***

Specifically created web page – Tourism SSM

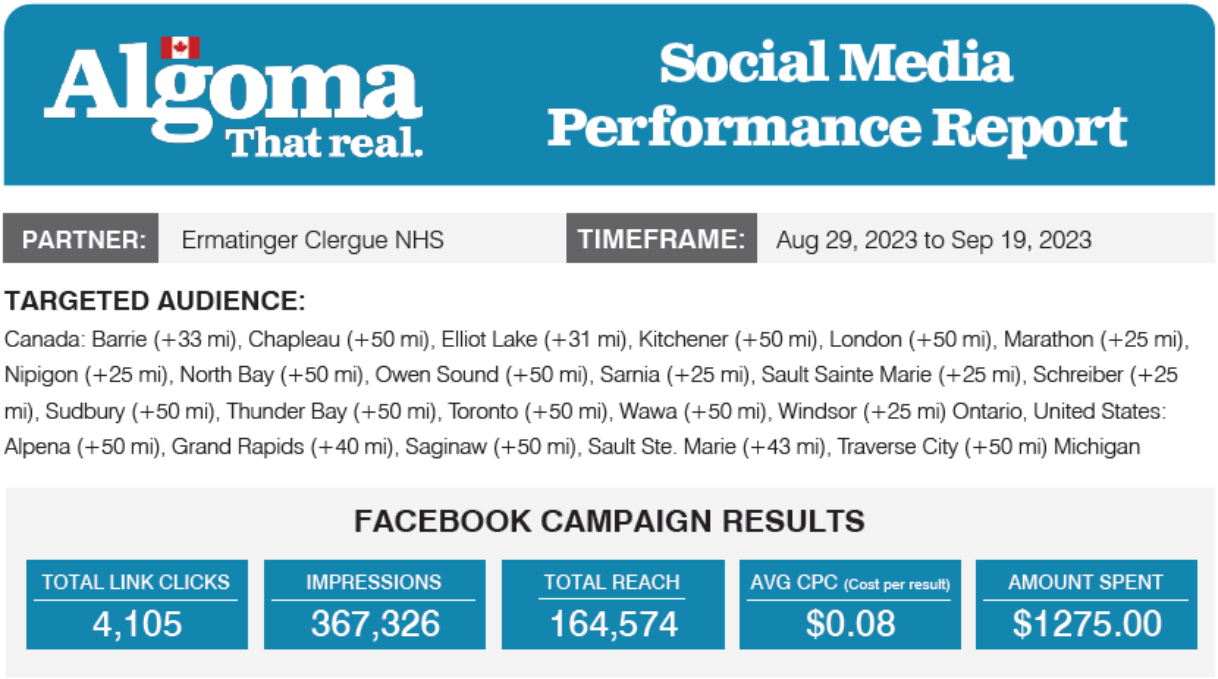
https://saulttourism.com/travelogues/fall-rendezvous-at-ermatinger-clergue-national-historic-site/

- Page Views: 4,938,
- Users: 4,081

Paid Media Campaign (video ad) – Tourism SSM

- Spent $1,325 (Of which TSSM contributed $1,325)
- Impressions: 600,000
- Reach: 198,000
- Link clicks (to web page): 693

Below is the report from **Algoma Country** showing the results.



Collections Management

During the pandemic years, we took inventory of the state of our collection. The repsonsibilities of the Curator (and staff) are to manage the collection, and to be a steward in preservation of the items within the collection.

For 2023 to 2024 a collections management and storage project was undertaken by staff. With funding from Canadian Heritage, Museums Assistance Program, we were able to purchase a lot of shelving, archival supplies, collection storage supplies, humidifiers, de-humidifiers, hydrothermographs, laptop for the collection, and more.

This project will continue into 2024 as we continue the process of collection management. Next steps will be the digitization process. The project actually occurred at an opportune time as in the summer of 2024, the roof of the Ermatinger Old Stone House will be restored and replaced. Many of the artifacts were stored in the attic of the House, and thus we have managed to properly wrap, store, and move to the archival room in the Hertiage Discovery Centre where we have environmental controls. Items not requiring the environmental regulations, we have set up shelving in other areas, until the roof project is complete. For items too large to move, we will take the opportunity to property pack and store.

Maintenance, Restoration, and Asset Management

The Board received approval from their application to **Rural Economic Development** (OMAFRA – Ontario Ministry of Agriculture, Food and Rural Affairs).

Due to the pandemic closures in 2020 and the COVID-19 restrictions, the construction projects were deferred, and we were able to complete by end of June 2022:

- Four chimneys on the Ermatinger Old Stone House: repointing and mortar fixes. Repointing of front steps and back basement stairs.
- Correct basement leakage: the exposed walls in the basement of the EOSH show, parging at grade level and efflorescence on walls from grade level to floor, – excavation, waterproofing, and drainage required.
- Repaint and putty main floor windows and other wood trim elements (mutton bars & re-putty) on both the Ermatinger Old Stone House.

Council approved through Asset Management capital, the second phase of the window restoration – second floor of the Ermatinger Old Stone House. Second floor windows of the Ermatinger Clergue National Historic Site were successfully restored and returned to the House during September 2023.

2022 & 2023 Council approved Asset Management capital for the restoration and replacement of the cedar shake Hipped Roof, of the Ermatinger Old Stone House. This project will be completed in 2024.

A further 2023 asset management approval has allowed for us to address the Site's fencing and service gates – split rail, picket, and gates. Some restoration on the link way structure between the Old Stone House and the summer kitchen, and for some restoration on the logs of the Summer Kitchen. In the summer of 2023, the cedar was purchased for this project, with labour restoration set for 2024.

Maintenance, Restoration, and Asset Management

The future priorities for the Site are:

- Sheds: East shed (kindling) is in extremely bad shape and could crumble any day. West shed (garbage & wood) is also in bad shape – floors, doors, and cedar.
- Blockhouse roof – same desperate condition as the Old Stone House cedar shake.
- Blockhouse windows – south side rotting & paint peeling, others in need of restoration
- Blockhouse logs – chinking & testing for rot - repainting.
- Boardwalk – some solution required for the slipperiness and constant repair.
- Summer Kitchen logs – rotten area, chinking.
- Summer Kitchen windows – restoration and painting

Summary

As per the Historic Sites Board (a committee of Council) management by-law, this report shall be submitted annually to City Council.

The annual report accompanies many funding applications, and we greatfully acknowledge the support and contributions of these agencies:

- ✓ Community Museums Operating Grant – Grants Ontario
- ✓ Canadian Heritage – Museum Assistance Programs
- ✓ Northern Ontario Heritage Fund – events assistance

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Kathy Fisher, Curator ECNHS
DEPARTMENT:	Community Development and Enterprise Services
RE:	2024 Firearms and Noise By-law Exemptions – Ermatinger Clergue National Historic Site

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Purpose

The purpose of this request is to obtain Council approval to allow exemptions to the current firearms regulation and the noise bylaw.

Background

In 2024, staff and volunteers of the ECNHS will be hosting a number of special events at the Site. At these events, re-enactors from the Royal Newfoundland Regiment and the Coureur Du Bois II demonstrate the loading and firing of militia muskets and our cannon (black powder shooting).

A temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 is requested from May to December 2024. These exemptions would permit the staff and volunteers of the Ermatinger Clergue National Historic Site (ECNHS) to carry out period re-enactments (black powder musters and cannon firing), during operations and special events on the ECNHS grounds.

Due to the noise of which the muskets and cannon provide, a temporary exemption of the noise By-law 80-200 regulation is also requested from May through December 2024.

Analysis

This application to Council is in regard to the annual exemption for the purposes of the discharge of historic firearms within the City limits at the Ermatinger Clergue National Historic Site.

Due to the nature of the ECNHS, the re-enactors are contacted to be part of our interpretation on a regular basis – sometimes with little-to-no lead-time, and they are most willing to join our re-enactments and programs.

Financial Implications

There is no financial impact to the City with regards to this matter.

Strategic Plan / Policy Impact
This matter is not specifically identified; however, is linked to the plan through aiding the City of Sault Ste. Marie in developing a rich Cultural and Heritage Site with living history interpretation.

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

The relevant By-law 2024-67 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Kathy Fisher, Curator
Ermatinger Clergue National Historic Site
705.759.5443
k.fisher@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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Nature Canada – Bird Friendly City Certification Program Update

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Purpose

The purpose of this report is to update Council on Nature Canada's Bird Friendly City Program.

Background

At the January 9, 2023 City Council meeting, the following resolution was passed:

> *Whereas North American bird populations are declining at alarming rates, having dropped by more than 25 percent in the last 50 years; and*
>
> *Whereas Nature Canada has developed a certification standard to certify eligible cities as a "Bird Friendly City", to recognize and celebrate the contributions they have made to save bird lives in their municipalities; and*
>
> *Whereas the goal of certification is to provide communities with a clear standard that reflects what a city needs to do to make it safe for birds; and*
>
> *Whereas the City of Sault Ste. Marie and its surrounding area is home to many different species of birds, including several migratory bird species; and*
>
> *Whereas there are many individuals and groups who already admire and monitor birds, as well as being engaged in efforts to protect birds;*
>
> *Now Therefore Be It Resolved that City staff be requested to explore the Bird Friendly City Certification Program to learn more about the criteria involved to join the program and report back to Council on working with community partners to attain a Bird Friendly City designation through Nature Canada.*

Nature Canada is a national nature conservation charity that works to protect wildlife and conserve their habitat. In 2019 they received funding from Environment and Climate Change Canada to develop a national Bird Friendly Certification (BFC) Program. The national campaign focuses on creating safer urban environments for bird populations to thrive. To obtain BFC status, municipalities, a certain number of points must be obtained in three pillars including: 1. threat reduction, 2. habitat protection, restoration, and climate resilience, and 3. community outreach/education. There are three levels of certification including: 1. Entry level, 2. intermediate and 3. High level. An overview of the pillars and points is provided below.

Table 1: BFC Pillar and Point Overview

Pillar	Entry Level Points Required	Intermediate Level Points Required	High Level Points Required	Total Possible Points
1. Threat Reduction (7 categories	10 points from at least 3 categories	13 points from at least 5 categories including at least 2 categories worth 3 or more	16 points or more. Must include at least 3 points in categories 1 and 2. Must have no roam bylaw (cats) and build friendly building guidelines for high level.	19
2. Habitat Protection, Restoration and Climate Resiliency (8 categories)	9 points from at least 3 categories	12 points from at least 4 categories	15 points from at least 6 categories including 1 point from categories 2.1, 2.2, 2.3, and 2.4	18
3. Community Outreach / Education (10 categories)	7 points from at least 3 categories	9 points from at least 5 categories	11 points from at least 7 categories	13

Many of the criteria require evidence of a policy and evidence of implementation of the policy. In many cases, actions to meet a criterion are community-based (not government). Nature Canada recommends that during the application process to identify those actions that can be implemented by community members and those that require implementation by the municipality or some other level of government. Generally, all the points are awarded contingent on evidence in support of the action; however, points can be rewarded even if the action has not been completed, if there is strong evidence that a process to implement or complete the action is underway. In addition, maintaining BFC status is a key component of the certification program and must be reported to Nature Canada in an annual report card and re-application every two years.

Nature Canada provides a structured template[1] that municipalities must complete and submit at one of two intakes (February or September) on an annual basis. City efforts must be led by a local coalition (Bird Team). Nature Canada provides support through resources, structured template, small grants, collaboration on funding applications, and publicity. Certification is received through a rigorous standard that measures impact and progress of work, access to a network of Bird

[1] https://naturecanada.ca/wp-content/uploads/2023/09/Bird-Friendly-City-Application-Final.pdf?

Friendly Cities, financial benefits (ecotourism, bird watching, etc.), and health benefits.

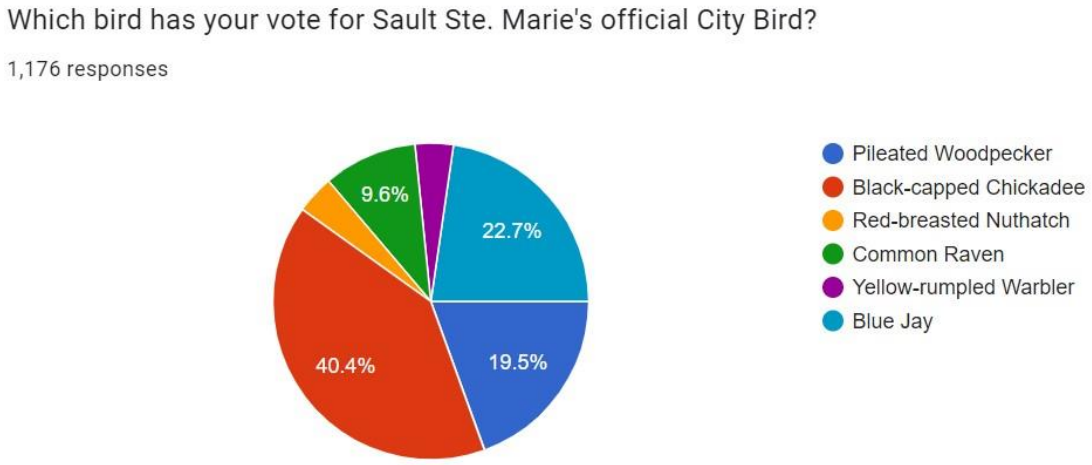
Analysis

Over the past sixteen months, several actions have taken place as part of the City staff BFC investigation. They are noted below.

1. January 16, 2023: a meeting with Nature Canada and several key local Bird Friendly Stakeholders[2] was organized. An overview of the program and the BFC application took place and the group agreed to act as the local Bird Team. The group agreed to share feedback electronically on what was being done in the Sault Ste. Marie and area to compile all community actions that would support a BFC application.
2. May 13, 2023: City of Sault Ste. Marie World Migratory Bird Proclamation (requirement in BFC application)
3. September 2023: outreach to City staff for comment and feedback to understand what corporate initiatives were underway or in existence to support a BFC application.
4. January 2024: an environmental science student from Algoma University under the CityStudio collaboration, as part of a four-month internship, compiled all the evidence and information collected to date to support an application from the City to Nature Canada.
5. March 2024: Outreach to community stakeholders, including Batchewana First Nation, Garden River First Nation, the Métis Nation of Ontario and Missanabie Cree First Nation. In addition, Algoma University under the CityStudio partnership organized a few community events to support the BFC project including:
    - Partnered with the City to launch a community survey for a City Bird Contest[3] (1,176 responses received) with the Black Capped Chickadee selected as the City's Official Bird (an action recommended by Nature Canada).

[2] Sault Ste. Marie Region Conservation Authority, St. Mary's River Remedial Action Plan, Algoma University, Clean North, The Kensington Conservancy, Lake Superior State University, Sault Naturalists and Sault College.
[3] https://www.saultstar.com/news/sault-residents-invited-to-elect-citys-official-bird

Figure 1: Results of Community City Bird Contest Survey



- Algoma University Student Photo Contest.
- Algoma University Student and Faculty Bird Walk.
- Organized a meeting with community Bird Team members to update them on the research to date and to seek future collaboration and outreach opportunities.
- Submission of City BFC progress to date to Nature Canada for feedback.

Review of the City's efforts to date by Nature Canada determined that the City does not meet the minimum BFC certification required for Entry Level status (32 points – the City was short by 10). Some of the reasons for this are listed below:

- no official municipal strategy to reduce populations of unowned (feral) cats and mitigate their threat to birds (e.g. removing feral colonies from areas of high bird importance);
- no municipal promotion of the no-roam by-law;
- no cat counting / estimating protocol to establish baseline numbers;
- no bird-friendly building design standard (e.g. such as Green Development Standard or timeline to implementation);
- no community bird collision monitoring project;
- no evidence of a municipal strategy or policy (including guidance or standards) to reduce light pollution; and,
- no support of the Montreal COP 15[4], such as a pledge for protecting 30% natural areas by 2030 or policies supporting this.

Nature Canada's feedback provide Council with a wide-ranging understanding of both policies and projects necessary for supporting a Sault Ste. Marie BFC certification. Many of these would also support local biodiversity and urban sustainable development, green space conservation and community ecological health. Considering the comprehensive requirements for obtaining BFC

[4] https://www.unep.org/news-and-stories/story/cop15-ends-landmark-biodiversity-agreement

designation, along with competing staff priorities, it is advisable that Council prioritize more impactful initiatives that align with the City's broader environmental goals. Staff will return with recommendations at a future council meeting.
Once these priorities are addressed, staff can revisit the consideration of the BFC designation.

Financial Implications
There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact
The BFC Certification program recommendations support the values and focus areas of the Community Strategic Plan for 2021 – 2024 of Environmental Stewardship, which states the City will use resources wisely to maintain and create a sustainable city for future generations.

In addition, the program supports the green space pillar of the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030 including:

- Environmental Stewardship;
- Preservation of natural areas; and
- Climate Change resiliency.

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

Resolved that the report of the Sustainability Coordinator dated May 13, 2024 concerning Nature Canada – Bird Friendly City Certification Program Update be received as information.

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

May 13, 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 Stream Applications 2024 Q1 Intake

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Purpose

The purpose of this report is to seek Council approval for the distribution of funds from the Community Development Fund (CDF) – Green Initiatives stream.

Background

The purpose of the Green Initiatives Program 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 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 environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives stream guidelines and are accepted in four quarterly intakes throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives stream in 2024 is $50,000. 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 Thursday, May 2, 2024, six 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. Invasive Species Centre Himalayan Balsam Community Pull 2.0 Project – $3,449.72
2. Sault Climate Hub Little Forest – $5,280.44
3. Sault Search and Rescue E-Bike Project – $8,786.25
4. Sault Ste. Marie Museum LED Retrofit – $1,971.71

5. Algoma Fish and Game Club Invasive Species Sign Project – $885.92

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives Program in the amount of $7,500 for the NORDIK Institutes shoreline clean-up project and recommends that Council approves the request.

A short summary of each of the recommend projects is provided below.

1. Invasive Species Centre Himalayan Community Management Project 2.0
The Invasive Species Centre (ISC) have requested Green Initiatives funding to support the second year of a community Himalayan Balsam community invasive species pull and education campaign. The project will see continued collaboration between the ISC and multiple (9) local environmental organizations to build up the coordinated response to tackle the growing Himalayan balsam populations in Sault Ste. Marie. This project will apply and improve common messaging on identification, prevention, reporting and management through public communications, community pulls, and educating and encouraging homeowners to manage and replace the species on their properties.

2. Sault Climate Hub Little Forest Project
The Sault Climate Hub has applied for funding from the Green Initiatives Fund to plant a Little Forest[1] in partnership with the Algoma District School Board (ADSB) at Eastview School. The project is a citizen, and school community-led urban afforestation initiative on ADSB property that seeks to convert unused and underutilized lands by "rewilding" them with native trees and plants. The project seeks to provide opportunities for student experiential learning within Science, Technology, Engineering, and Math (STEM) disciplines and provide an outdoor forested space for staff and student reflection and to promote mental and physical wellness. This is a three phased project which will start with land preparation in 2024, planting in Spring of 2025 and ongoing maintenance between 2025 – 2027. The funding request pertains to phase one of the project.

3. Sault Search and Rescue E-Bike Project
Funding is recommended to support the purchase of one electric bike (e-bike), including trailer and accessories. The e-bike would be a new addition to search equipment and enable searches to be completed quickly and efficiently without utilizing gas-powered ATVs and reducing carbon impact. The e-bike will also allow volunteers to carry First Aid equipment to those in distress in locations where narrow trails restrict ATV access. The bike will be used for both ground searches and community service. With the recent expansion of the bicycle trails into the

[1] Little Forests promotes a shift from planting trees from ornamental landscapes to planting forests as flourishing, biodiverse, Indigenous ecosystems. The approach is inspired by Dr. Akira Miyawaki, who has overseen the planting of more than 30 million trees in over 1,600 locations around the world. Miyawaki's method condenses the typical time it takes to create a forest from 150 years into 15-20 years. Little Forests Kingston has been undertaking this method successfully and there are several other cities in Ontario who are interested in following their example. For more information https://littleforests.org/

outer edges of the Highlands, the need to get to remote locations on trails that are not wide enough for ATVs has evolved.

4. **Sault Ste. Marie Museum LED Lighting Retrofit Project**

The Sault Ste. Marie Museum applied for funding to assist in converting all lighting over to LED. Last year the Museum worked to obtain incentives from the Save on Energy Program and matched funding for the conversion of all florescent lights in main areas to full LED. This year the Museum would like to finish this conversion by changing the bulbs in their exhibit spaces to LED. In these galleries there are 151 fixtures requiring bulbs. This project is expected to reduce museum energy consumption by 2,585 kWh a year total (or 0.07 tCO2e) or $336.05 in energy savings a year.

5. Algoma Fish and Game Club Invasive Species Sign Project

Funding is recommended to support the Algoma Fish and Game Club for signage (design and installation) to increase invasive species awareness in Sault Ste. Marie by educating the public about the presence and potential threats posed by aquatic invasive species in local ecosystems. In partnership with the Ontario Federation of Hunters and Anglers, they have designed four signs about invasive species that will be installed at the Bellevue Marina (with support from the City). By placing informational signage around the Bellevue Marina boat launch, the project aims to inform individuals about key species of concern and provide information on how to identify, report, and prevent their spread.

6. NORDIK Institute Shoreline Clean-Up Project

Funding is recommended to the NORDIK Institute to support their water quality monitoring project in Missanabie Cree First Nation and Sault Ste. Marie. As part of the Sault activities, NORDIK has committed to hosting at least one shoreline cleanup as a means by which to engage with the public, increase awareness of the impact on local waters, and recruit additional volunteers for the monitoring team. The request for funds from the Green Initiatives Program Fund will support the purchase of supplies for the shoreline clean-up including water monitoring kits.

Financial Implications

The 2024 Community Development Fund – Green Initiatives stream currently has an uncommitted balance of $51,194 available to support the six projects in this report totalling $27,874.04.

Strategic Plan / Policy Impact / Climate Impact

The project recommendations support the values and focus areas of the Community Strategic Plan for 2021 – 2024 of Environmental Stewardship, which states we will use resources wisely to maintain and create a sustainable city for future generations.

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

- Supporting electrification and energy efficiency projects;

- Environmental Stewardship;
- Encouraging the growth of non-invasive species; and
- Encouraging the preservation of natural areas.

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

Resolved that the report of the Sustainability Coordinator dated May 13, 2024 concerning Community Development Fund – Green Initiatives Stream Applications 2024 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the six projects as follows be approved:

1. Invasive Species Centre Himalayan Balsam Community Pull 2.0 Project – $3,449.72;
2. Sault Climate Hub Little Forest – $5,280.44;
3. Sault Search and Rescue E-Bike Project – $8,786.25;
4. Sault Ste. Marie Museum LED Retrofit – $1,971.71;
5. Algoma Fish and Game Club Invasive Species Sign Project – $885.92;
6. NORDIK Institutes Shoreline Clean-Up Project – $7,500.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
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The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Susan Hamilton Beach, P. Eng.
DEPARTMENT:	Public Works and Engineering Services
RE:	2024 Equipment List – Amendment

Purpose

The purpose of this report is to request a change to the 2024 Public Works capital equipment list which results in a change in budget and transfer of funding from an approved capital item to an item deemed more critical.

Background

The attached equipment list was approved as part of the 2024 budget deliberations. In recent months, the Parks Division has had three pickups deemed beyond repair with replacements required to maintain the current service level. Police Services have advised Public Works that they have a surplus pickup that they are offering for sale to Public Works.

Analysis

The 2014 vehicle has been inspected and determined that it can fill the gap in our servicing. In order to fund this purchase; item #14 on the attached equipment list must be deferred until future years. The Parks Division has determined the pickup is a more essential requirement.

Financial Implications

The estimated $26,000 expenditure on the 60-inch rider deck will be deferred with the Police Service 2014 pickup purchased for $15,000. The pickup will be purchased by following the Purchasing Policy.

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:

Resolved that the report of the Director of Public Works dated May 13, 2024 concerning the deferral of item #14 on the 2024 equipment list be approved and that the estimated budget for that item be redirected towards the purchase of a 2014 pickup from Police Services.

Respectfully submitted,

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

PUBLIC WORKS CAPITAL EQUIPMENT LIST 2024 Final rev3

Public Works (20-425-4012-8261)						
Item	**Quantity**	**Proposed New Equipment**	**Trade In**	**Estimated Purchase Cost**	**Estimated Trade in Value**	**Estimated Net Cost**
1	1	Tandem axle Street Plow/Sander Combo	Unit #257- 2007 Freightliner Plow Truck (replace #262 in lineup)	$ 390,000	$ 8,000	$ 382,000
2	1	Factory Rebuild Trackless Unit c/w new ribbon blower and 5' V-blade.	Rebuild Unit #638- 2011 Trackless Vehicle: - trades, double auger blower (unit #1195), broom (unit #1209), Telescoping chute (unit #753B)	$ 180,000	$ 3,500	$ 176,500
3	1	10 Ton Asphalt Recycler	2010 Bagela BA7000F Asphalt Recycler (unit #907)	$ 220,000	$ 1,000	$ 219,000
4	1	42,000 lb loader (Case 821 series, Cat 950 series, JD 644 series)	Unit #436 - 2008 Case 821E	$ 500,000	5,000	$ 495,000
5	1	Motor Grader	Unit #592 - 2008 Volvo G960	$ 690,000	5,000	$ 685,000
6	1	1 Ton 4 door w/dump box	Unit #45 - 2005 Chev 1 Ton	$ 135,000	500	$ 134,500
7	1	Loader Mounted V-Plow	N/A	$ 15,000	N/A	$ 15,000
8	1	Trackless Mounted Concrete Grinder	N/A	$ 35,000	N/A	$ 35,000
9	1	Tandem Axle C/B Cleaner	Unit #334 -1996 Freightliner FL80	$ 625,000	$ 4,000	$ 621,000
			Public Works Total:	**$ 2,790,000**	**$ 27,000**	**$ 2,763,000**

Parks (20-425-4012-8261)						
Item	**Quantity**	**Proposed New Equipment**	**Trade In**	**Estimated Purchase Cost**	**Estimated Trade in Value**	**Estimated Proposed Cost**
10	1	Parks Refuse Truck	N/A	$ 260,000	$ -	$ 260,000
11	2	Gang Mowers	Unit #1369 - 2003 Landpride, Unit #1492 - 2007 Landpride	$ 50,000	$ 1,000	$ 49,000
12	1	20 foot Utility Trailer	Unit #1395 - 2003 Advantage	$ 9,000	$ 500	$ 8,500
13	1	3/4 ton 4 door 4x4	Unit #98 2004 Ford 4 door 1/2 ton	$ 100,000	$ 500	$ 99,500
14	1	60 inch deck rider	Unit #677 - 2008 Kubota F2680	$ 27,000	$ 1,000	$ 26,000
			Parks Total:	**$ -**	$ 2,500	**$ 443,000**

PWE Equipment Budget $3,404,000 -183,000 = $3,221,000

Total 2024 Capital Requirement $ 3,206,000

Sanitary Sewer Surcharge Funds (20-425-4020-8261)						
Item	**Quantity**	**Proposed New Equipment**	**Trade In**	**Estimated Purchase Cost**	**Estimated Trade in Value**	**Estimated Proposed Cost**
15	1	1 Ton Utility Truck w/crane	N/A	$ 170,000		$ 170,000
16	1	1/2 ton Pickup	N/A	$ 65,000		$ 65,000
			Sanitary Total:	$ 170,000		**$ 235,000**

City Landfill 2022 (20-425-4040-8261)						
Landfill Reserve						
Item	**Quantity**	**Proposed New Equipment**	**Trade In**	**Estimated Purchase Cost**	**Estimated Trade in Value**	**Estimated Net Cost**
17	2	Auto arm split body refuse packer	N/A	$ 1,250,000	N/A	$ 1,250,000
18	2	40 Yd Roll-off Containers	N/A	$ 45,000		$ 45,000
			Landfill Total:	**$ 1,295,000**	$ 16,000	**$ 1,295,000**

Operations Hired Equipment (Cost Centre - Various)						
Item	**Quantity**	**Proposed New Equipment**	**Trade In**	**Estimated Proposed Cost**	**Estimated Trade in Value**	**Estimated Net Cost**
19	4	Seasonal Backhoe Rental (April 30 to October 31)	Start RFQ or Tender process in June 2024		N/A	
20	3	1/2 ton pick-ups (5 month rental) Works/Parks	N/A	$ 31,000	N/A	$ 31,000

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Carl Rumiel, Director of Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	2024 Road Resurfacing Program

Purpose

The purpose of this report is to obtain Council approval of the 2024 Road Resurfacing Program.

Background

Over the years the need to resurface roads has continued to grow and the rising cost of construction has eroded the effectiveness of the program. With the exception of annual inflation, there has been no increase to the resurfacing budget.

Several arterial and collector roads are in need of new surfaces, requiring funding from the Capital Transportation Program to be redirected to the resurfacing program. This defers essential road reconstruction.

The resurfacing program attempts to address critical needs for all four classes of road surface:

- Class A: Asphalt road with curbs and storm sewers
- Class B: Asphalt road with roadside ditches
- Class C: Surface treated roads
- Class D: Gravel surface

In the City's Asset Management Plan for Roads and Bridges, detailed reinvestment needs for rehabilitation such as resurfacing has been calculated to be approximately $5.8M per year over the next 10 years. During the past several budget deliberations the Engineering Division has requested an increase of $0.5M to the resurfacing program without success. Staff will continue to make these annual requests in an attempt to bring the resurfacing program up to an effective level in order to prevent further deterioration of the roads and extend the asset-life.

Analysis

The recommended 2024 resurfacing program includes the following streets:

Class A

- Wallace Terrace – Goulais Avenue to Korah Road
- Second Line – Goulais Avenue westerly
- St Georges Avenue – Grand Boulevard to Maple Street

Class C

- Cooper Street – Rossmore Road to Korah Road
- Base Line – Airport Road to City Limits

Miscellaneous Construction

- Lower Pine Street sidewalk
- Temporary flexible traffic calming bollards at various locations

These road sections have been prioritized based on Public Works maintenance needs, volume of traffic and pavement condition scores from the Asset Management Plan.

Financial Implications

There is a combined allocation from the 2024 Capital Transportation Plan and unspent amounts from previous years of $3,888,609 for resurfacing in 2024. It is estimated that this amount will be sufficient for the 2024 Road Resurfacing Program.

Strategic Plan / Policy Impact / Climate Impact

Road resurfacing is linked to the asset management and infrastructure components of the strategic plan.

The resurfacing of roads involves the recycling of asphalt material which has a positive impact on climate.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated May 13, 2024 be received and that the 2024 Road Resurfacing Program be approved.

Respectfully submitted,

Carl Rumiel, P. Eng.
Director of Engineering
705.759.5379
c.rumiel@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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Carl Rumiel, Director of Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Highway 17 East Emergency Access

Purpose

The purpose of this report is to provide Council with information regarding Highway 17 East emergency access.

Background

At the November 20, 2023 City Council meeting, the following resolution was passed:

> *Whereas the safe and efficient flow of motor vehicle traffic is a priority for the City of Sault Ste. Marie and surrounding communities; and*
>
> *Whereas the intersection of Trunk Road and Highway 17 East is currently the only road providing access into or out of Sault Ste. Marie for vehicles travelling east or west; and*
>
> *Whereas there have been occasions where that intersection has had to be closed due to motor vehicle collisions; and*
>
> *Whereas such closures affect the safety of residents in Sault Ste. Marie and neighbouring communities as it limits the ability for emergency vehicles to access the communities or for motor vehicles to access the city including the Sault Area Hospital and other important services; and*
>
> *Whereas such closures cause disruption to the flow of traffic causing significant delays for those entering Sault Ste. Marie from the East and those attempting to exit Sault Ste. Marie heading west; and*
>
> *Whereas the potential for this intersection to be subject to road closures in the future remains a possibility; and*

Whereas Frontenac Street runs parallel to Trunk Road and ends just short of connecting to Highway 17 east on the north side of the intersection at Trunk Road and Highway 17 East;

Now Therefore Be It Resolved that staff be requested to review the process of extending the east end of Frontenac Street to connect with Highway 17 East parallel with Trunk Road just north of the said intersection effectively creating a detour around the intersection; and

In order to ensure motor vehicle traffic only travel on this road in the event of an emergency, staff review the process of installing an emergency gate that will remain closed at this location unless situations requiring the gate to be opened to allow for the temporary safe flow of traffic; and

That staff engage in communications with our partners in Batchewana First Nation, Garden River First Nation (Ketegaunseebee), the Ministry of Transportation and the Provincial Government in order to work collaboratively on this project.

City staff met with the Ministry of Transportation (MTO) staff to discuss the feasibility of creating an emergency access from the east limit of Frontenac Steet onto Highway 17 East.

Analysis

City staff met with MTO engineering and operations staff who provided the following summary of concerns:

1) In order to support the volume of highway traffic that would detour onto Frontenac Street in the event that this detour was in use, the City of Sault Ste. Marie would be required to conduct significant upgrades to the existing Frontenac Street roadway.
2) It will be challenging to design a configuration for this access that will appropriately facilitate detour access for both directions of travel on Highway 17.
3) The MTO has concerns with the proximity of the proposed emergency access to the existing rail line adjacent to Frontenac Street, as well as to the Highway 17 and Trunk Road intersection.
4) Signal timing for the Highway 17 and Trunk Road intersection is coordinated with the existing rail crossing at this location. If this proposed access were to move forward, there may be work required to address potential signal timing conflicts.
5) If the City of Sault Ste. Marie wishes to move forward with the proposed emergency access at Highway 17 and Frontenac Street, all costs would be the responsibility of the City. This would include any environmental assessments, preliminary and detailed designs, construction costs, permits, and/or other costs associated with this work. If the MTO has major

rehabilitation work planned in this area, it is possible that a cost-sharing agreement could be entered into; however, further design and construction details would be required before the ministry can engage in discussion on this topic.

6) Ministry permits would be required for any work conducted within the MTO's permit control area.
7) The MTO would be required to review and approve the detailed design for this work prior to permitting and construction.
8) If this access were constructed, the ministry would take on responsibility for the maintenance of works on MTO property. Additional works outside of MTO property would be the responsibility of the City of Sault Ste. Marie to maintain.
9) Due to the scope and location of this work, the MTO would have a duty to consult with area First Nations regarding this work. Some procedural aspects of the consultation process would be delegated to the City of Sault Ste. Marie.

Considering the MTO comments, City staff have completed a high-level estimate on the cost of constructing an emergency access which aligns with the MTO comments/requirements and also an estimate to upgrade the existing Frontenac Street, which is approximately $1M. Staff have made assumptions on what the MTO would require based on their comments although final approval would be their decision and other design requirements, consultation and environmental controls could drive costs up further. Although the resolution also asked staff to consult with Batchewana First Nation and Garden River First Nation, this was not done by staff at this preliminary stage. If the intention was to proceed, First Nation consultation would be included in next steps.

Staff have concerns with the overall cost to implement these changes. Further, based on comments received from the MTO and the discussion at the meeting, staff feel the MTO would see this as a very low priority although constructive comments were provided.

Therefore, staff are not recommending that the City construct this emergency access. Alternatively, this may be a good opportunity to lobby the MTO to continue discussions that began decades ago with Batchewana First Nation to extend Highway 17 to the east terminus of Second Line at Black Road. This would provide a more direct link to Highway 17 north and the International Bridge for provincial traffic. Should Council wish to correspond with the MTO on this issue, Staff will provide a thorough summary of past discussion regarding extending Highway 17 East to Second Line East.

Financial Implications

There are no financial implications to this recommendation.

Strategic Plan / Policy Impact / Climate Impact
Considering new links from the municipal boundary to provincial highways is linked to the infrastructure component of the strategic plan.

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

Resolved that the report of the Director of Engineering dated May 13, 2024 concerning Highway 17 East Emergency Access be received as information.

Respectfully submitted,

Carl Rumiel, P. Eng.
Director of Engineering
705.759.5379
c.rumiel@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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Contract 2024-2E Reconstruction of Lake Street

Purpose

The purpose of this report is to obtain approval to award Contract 2024-2E for the reconstruction of Lake Street between Queen Street East and the entrance to Bellevue Park.

Background

Council approved the reconstruction of Lake Street in the 2024 Capital Budget.

Tenders were received via the City's electronic bidding system. Submissions for Contract 2024-2E were opened on March 25, 2024. Present at the opening was the Deputy City Clerk and City staff, and the opening was live streamed to the City's YouTube page. Tender results were made public on the project page in the electronic bidding system.

Analysis

A total of three tenders were received. All tenders submitted were verified and found to be complete and valid. The low tender of $5,437,690.19 (excluding HST) was received from Trimount Construction Group Inc.

The low tender amount exceeds the capital budget allocation for this project. In an effort to reduce costs, staff performed an analysis of the underground infrastructure on this section of Lake Street and determined that the pipes are in generally good condition for their age. Staff recommend eliminating most underground work, with some minor repairs required in isolated areas.

A reduced scope of work limited to road base, surface works, and isolated sewer repairs was negotiated with the low bidder, resulting in a revised tender price of $1,992,185.70 (excluding HST).

Financial Implications

When allowances for engineering costs and non-recoverable HST are added, and PUC water costs are removed, the City's cost to complete this project is projected

to be $2,291,810. This is below the allocation in the 2024 capital budget of $2,500,000 for Lake Street reconstruction.

When considering the overall 2024 Capital Transportation Program that has been tendered thus far the overall Capital budget is over by $885,666, the Urban Only budget is under by $348,759, and the Sanitary Sewer Surcharge budget is under $488,528. As the roadwork portion of the project is over budget, staff are seeking approval to utilize prior years uncommitted capital transportation funds to complete the project. The amount requested can be accommodated within the designated funding stream. The underspending in the sanitary and urban only streams will be transferred to appropriate reserves to be utilized in future capital budgets.

As subsequent tenders come in for the other projects, staff will monitor the 2024 Construction Program to ensure that they come in, on or near budget. Staff will report back to Council at a future meeting with other tender reports and an update on how the program is tracking

Strategic Plan / Policy Impact / Climate Impact
This report is linked to 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 Municipal Services and Design Engineer dated May 13, 2024 concerning Reconstruction of Lake Street be received and that Contract 2024-2E be awarded to Trimount Construction Group Inc.

Further that Council authorize a contribution of $885,866 from prior years uncommitted capital transportation fund to support the completion of the project.

The relevant By-laws 2024-82 and 2024-83 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Dan Perri, P.Eng.
Municipal Services and Design Engineer
705.759.5329
d.perri@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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Dan Perri, Municipal Services and Design Engineer
DEPARTMENT:	Public Works and Engineering Services
RE:	Traffic Calming Prioritization List 2024

Purpose

The purpose of this report is to present Council with the 2024 traffic calming prioritization list.

Background

At the May 1, 2023 meeting, Council adopted an updated Traffic Calming Policy. As per the policy, a prioritization list made up of road segments that qualify for traffic calming will be presented to Council annually.

Analysis

Appendix A shows the traffic calming prioritization list. In 2023 a total of 93 traffic calming assessments were performed. The assessments incorporated the following five weighted factors: traffic speeds; traffic volumes; collision history; pedestrian generators; and bicycle facilities or routes. Each road segment was awarded points for its score based on each factor, with a maximum score of 100 points. The minimum threshold to qualify for traffic calming is 75 points.

As part of the 2024 miscellaneous construction contract, staff will be recommending the installation of temporary flexible traffic calming bollards, if budget permits, at the following locations:

- Queen Street East – Boundary Road to Millwood Drive
- MacDonald Avenue – Pine Street to Lake Street
- Black Road – Sinclair Yards entrance to Third Line East
- Fourth Line West – Aronson Drive to Peoples Road
- Base Line – 130m west of Carpin Beach Road to 340m east of Carpin Beach Road

Temporary flexible traffic calming bollards are a form of passive traffic calming that involves installing flexible bollards along the centreline and shoulders of a road segment to encourage slower and more cautious driving. These bollards can be removed prior to the winter so they do not interfere with winter control operations

and can be re-installed the following spring after sweeping operations have concluded. The locations selected provide good coverage across the community. Appendix B shows typical installation configurations for temporary flexible traffic calming bollards.

Financial Implications
The initiatives outlined in this report will be funded within the 2024 Council approved budget under the headline Miscellaneous Construction.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the Quality of Life focus area of the Corporate Strategic Plan.

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

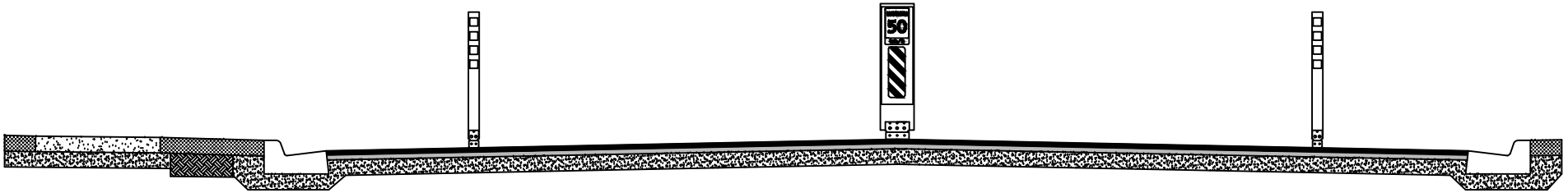
Resolved that the report of the Municipal Services and Design Engineer dated May 13, 2024 concerning Traffic Calming Prioritization List 2024 be received as information.

Respectfully submitted,

Dan Perri, P.Eng.
Municipal Services and Design Engineer
705.759.5329
d.perri@cityssm.on.ca

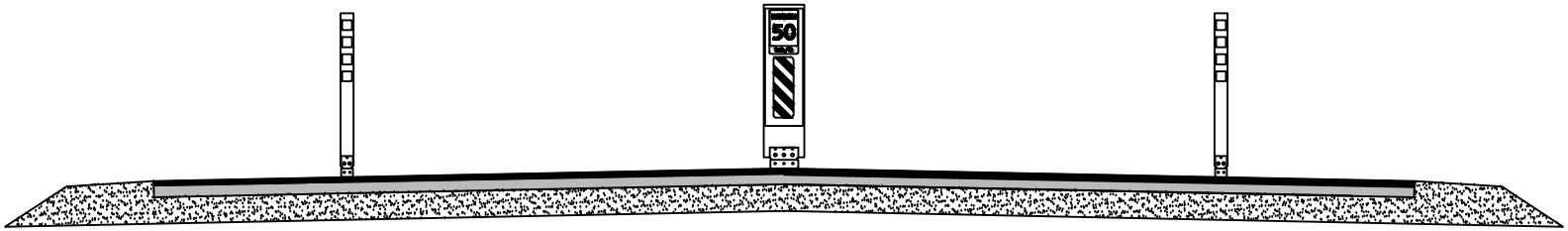
Appendix A: Traffic Calming Prioritization List 2024

Location	From	To	Score	Ward	Posted Speed	Travelled Speed
Bennet Boulevard	Shannon Road	Boundary Road	100	1	40 km/h	64 km/h
Northern Avenue	Willow Avenue	Pine Street	100	3	50 km/h	67 km/h
Northern Avenue	Sackville Road	Metro Entrance	97	4	40 km/h	63 km/h
Black Road	Second Line	Third Line	95	3	50 km/h	79 km/h
Pine Street	Northern Avenue	McNabb Street	95	3	40 km/h	59 km/h
Old Garden River Road	Windsor Trail	Smyl Boulevard	95	3	50 km/h	68 km/h
Queen Street	Boundary Road	Millwood Street	90	1	50 km/h	74 km/h
Peoples Road	Third Line	Second Line	90	4	50 km/h	68 km/h
Shannon Road	Wellington Street	Capp Avenue	86	1	50 km/h	65 km/h
Queen Street	Church Street	Pine Street	85	2	50 km/h	66 km/h
Queen Street	Hugill Street	Shannon Road	85	1	50 km/h	68 km/h
MacDonald Avenue	Pine Street	Lake Street	83	2	50 km/h	68 km/h
North Street	Strand Avenue	St Georges Avenue	82	4	50 km/h	59 km/h
Boundary Road	South Market Street	Trunk Road	81	1	50 km/h	66 km/h
McNabb Street	Lake Street	Pentagon Boulevard	80	3	50 km/h	69 km/h
Dacey Road	Queen Street	Chambers Avenue	79	1	50 km/h	67 km/h
Shannon Road	Wellington Street	Queen Street	79	1	50 km/h	56 km/h
Fourth Line	Aronson Drive	Peoples Road	78	4	40 km/h	68 km/h
Base Line	Town Line	Allen Side Road	76	5	40 km/h	80 km/h
Lake Street	McNabb Street	MacDonald Avenue	75	2	40 km/h	63 km/h



CLASS "A" ROAD

N.T.S.



CLASS "B" ROAD

N.T.S.

APPENDIX B: TEMPORARY FLEXIBLE TRAFFIC CALMING BOLLARDS

DRAWN BY: KF	CHECKED BY: DP
DESIGNED BY: KF	APPROVED BY: DP
SCALE: N.T.S.	DATE: May 2, 2024

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Agreement to Grant Utility Easement and Permission for Immediate Entry – City, PUC and SSMRCA

Purpose

The purpose of this report is to seek Council's approval of an Agreement to Grant Utility Easement and Permission for Immediate Entry (the "Agreement") between the City and The Public Utilities Commission of the City of Sault Ste. Marie ("PUC") and Sault Ste. Marie Region Conservation Authority ("SSMRCA") to permit PUC to construct a watermain in the area of Wright Street to Connaught Avenue (the "City Lands").

Background

The PUC requested permission of the City to enter onto City Lands to install a watermain and thereafter an Easement given the ongoing presence of the watermain following installation and perpetual maintenance obligations that would follow. In this area, the City Lands already contain existing City infrastructure, specifically a trunk sanitary sewer and a 600 mm diameter storm sewer. Furthermore, the SSMRCA has an easement given the presence of the flood control channel in this area.

PUC's request was circulated for comment. All comments were favourable; however, it was noted that steps needed to be taken to protect the existing infrastructure. Specifically, given the existing City infrastructure, Engineering noted that a Municipal Consent Permit would be required, and that PUC would need to take all necessary steps to protect the City's existing infrastructure while installing and thereafter maintaining the PUC watermain, including adequate spatial separations, etc. Further, SSMRCA noted that PUC would be required to submit an application for development (watermain construction), provide engineered stamped drawings confirming that the construction of the watermain would not affect the engineered capacity of the flood control channel and further take steps necessary to ensure that the proposed PUC Easement would not impact SSMRCA's access to the flood control channel or the flood channel itself.

Analysis
The Agreement before Council addresses the comments made by City Engineering and SSMRCA. Specifically, PUC agrees to indemnify and hold harmless the City and SSMRCA from any liabilities, costs, expenses and damages of any kind arising from any negligence, willful misconduct or breach of contract by PUC or their agents/contractors in installing and thereafter maintaining the PUC watermain, including any damages to the City's or SSMRCA's infrastructure. The Agreement specifically states that the intent is that the City shall bear no risk or expense to which it would not have been put had PUC not proceeded with any works contemplated in this Agreement.

Further, PUC is required to apply for Municipal Consent and adhere to all requirements as set out in that process. The Agreement confirms that PUC is permitted to enter the City Lands and install the watermain on those terms and conditions.

Financial Implications
There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact
This item supports the Infrastructure Focus Area of the Corporate Strategic Plan by protecting existing infrastructure. It also provides PUC with a means to install new infrastructure for the community.

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

The relevant By-law 2024-74 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

The Corporation of the
City of Sault Ste. Marie

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

May 13, 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 Acquisition – 254 Sydenham Road, 677 and 681 Brunswick Avenue

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Purpose

The purpose of this report is to request approval from Council for the acquisition of property located at 254 Sydenham Road, 677 and 681 Brunswick Avenue hereinafter referred to as "Subject Properties" for the sum of $10,000.

Attachment

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

Background

The Subject Properties are owned by Robert Victor Healey and Eleanor Healey who have offered these properties to the City.

Analysis

The offer was circulated to various City Departments for comments. There were no concerns regarding the City's acquisition of the Subject Properties.

Planning commented that the lots could have long-term development potential. Public Works supports Planning's comments and added that the acquisition of property would assist the City from an equipment accessibility standpoint given the dead end in this location. Finance has confirmed that there are sufficient funds in the property reserve fund to accommodate the acquisition of these lands.

Financial Implications

The Subject Properties are being acquired for $10,000. The City will be responsible for the costs associated with the acquisition of the subject properties. The Property Purchase Reserve Fund has sufficient uncommitted funds to cover the acquisition.

Strategic Plan / Policy Impact / Climate Impact

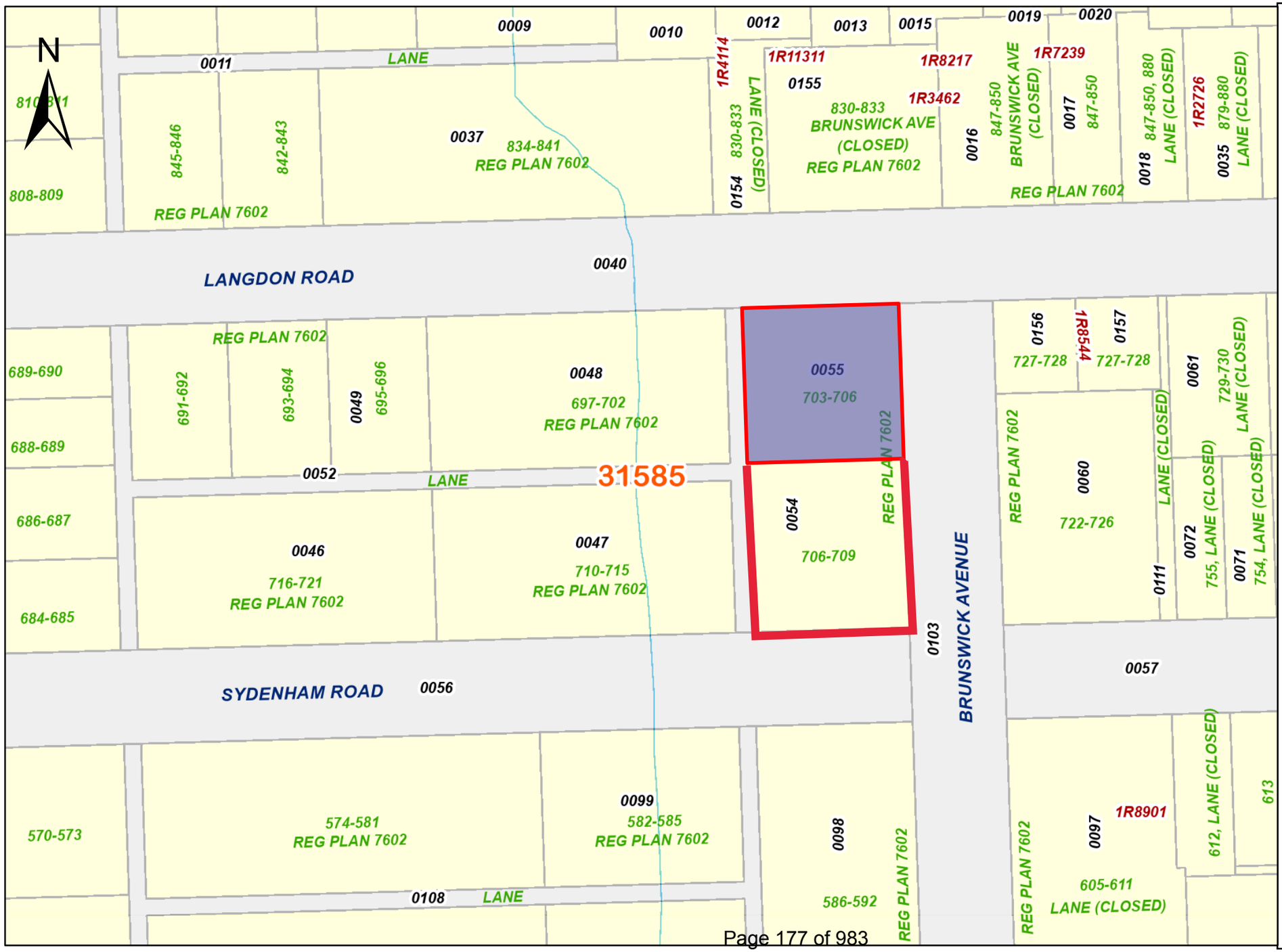
This is an operational matter and not part of the Strategic Plan.

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

The relevant By-law 2024-78 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



ServiceOntario

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FOR LILIANA01

SCALE

0 8 16 24 32 40 48 meters

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

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The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Request for Deeming By-laws for 1000443285 Ontario Inc. and Glove Holdings Inc. – St. Thomas Street and Bay Street Properties

---

Purpose

The purpose of this report is to bring to Council a request received from John Paul Paciocco, the Solicitor for the owners of PIN 31541-0326, PIN 31541-0238, and PIN 31541-0241 (1000443285 Ontario Inc.) and PIN 31541-0313, PIN 31541-0325, and PIN 31541-0327 (Glove Holdings Inc.).

Attachment

Attached as Schedule “A” is a map of the subject property.

Background

The City received a request from Joseph Bisceglia on behalf of ITCAN (Sault) Holdings Inc. on January 27, 2023 to have lots removed from a plan of subdivision to enable the lots to merge and become one lot pursuant to the *Planning Act*. That request was circulated, comments were favourable, and the matter was brought to Council. Council passed By-law 2023-30 to facilitate the request.

However, in the interim, ITCAN sold a portion of the properties to Glove Holdings Inc. and a portion of these properties to 1000443285 Ontario Inc. before matters were finalized. Further, another Property PIN has become relevant to their request. Mr. Paul Paciocco, Solicitor for the Owners of these properties has made a new request for two (2) deeming by-laws.

Analysis

The new request has been circulated to the Planning Director; Chief Building Official; Municipal Services and Design Engineer; and Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect to these properties.

As such, By-law 2023-30 should be repealed and two new Deeming By-laws passed to facilitate the request.

Financial Implications
Approval of this report will not impact municipal finances.

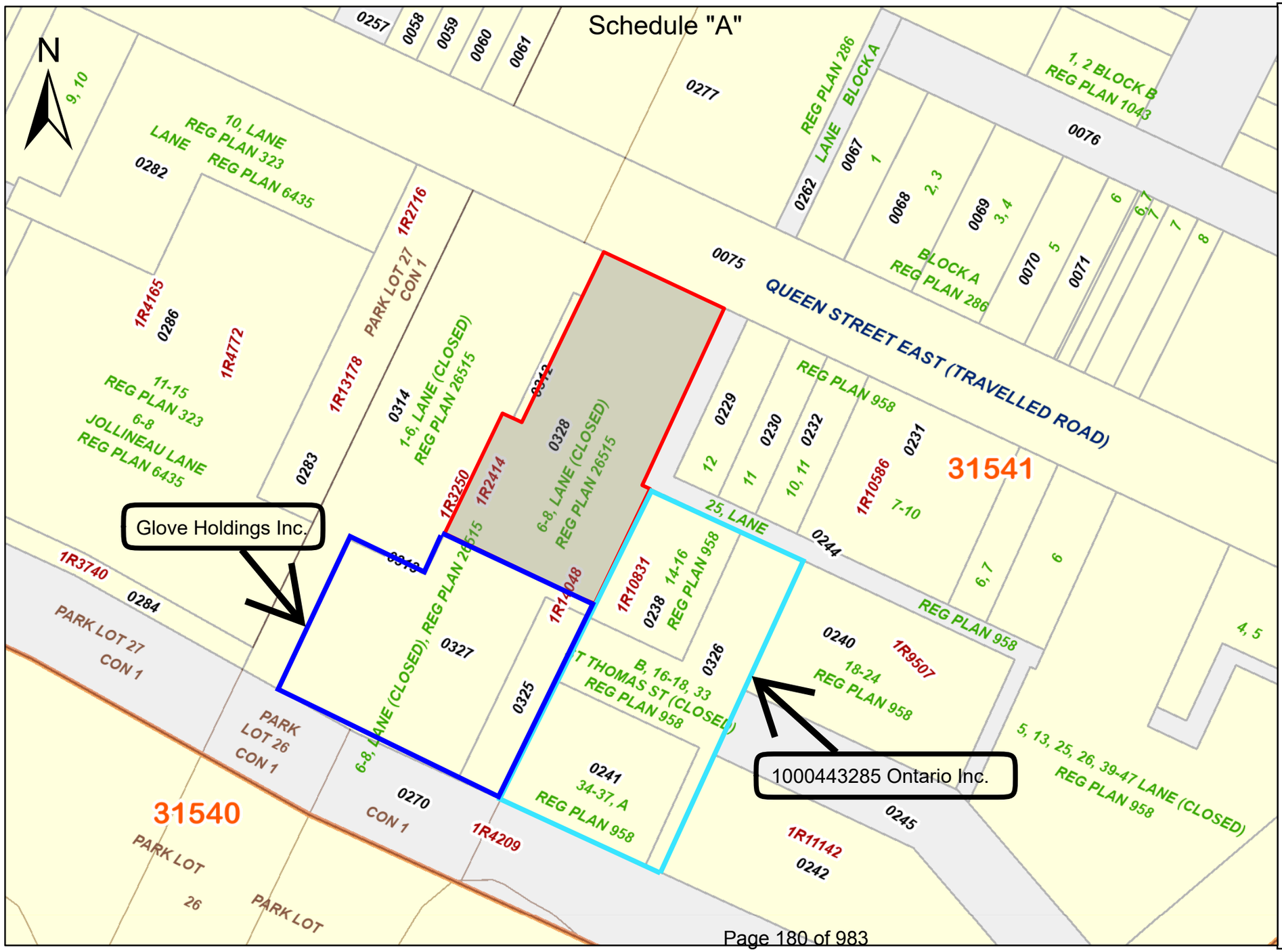
Strategic Plan / Policy Impact
Not applicable.

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

The relevant By-laws 2024-79 and 2024-80 are 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



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SCALE

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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

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The Corporation of the
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C O U N C I L R E P O R T

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, Solicitor
DEPARTMENT:	Legal Department
RE:	Deeming By-law – Part Barton Street and Part Lot 169 Hamilton Subdivision (Frank Marrello)

Purpose

The purpose of this report is to bring to Council a condition of an Agreement of Purchase and Sale for Meggie Opala, Solicitor who is acting on behalf of Frank Marrello, the owner of PIN 31613-0379 (LT) PART BARTON ST PL 58 (STOPPED UP AND CLOSED BY BYLAW 2023-82 AS IN AL275574) AWENGE, BEING PART 1 ON 1R14095; SAULT STE. MARIE and PIN 31613-0377 (LT) PART LOT 169 PL 58 AWENGE, BEING PART 2 ON 1R14095; SAULT STE. MARIE.

Attachment

Attached as Schedule “A” is a map of the subject property.

Background

Meggie Opala, Solicitor for Frank Marrello, the owner of PIN 31613-0379 (LT) PART BARTON ST PL 58 (STOPPED UP AND CLOSED BY BYLAW 2023-82 AS IN AL275574) AWENGE, BEING PART 1 ON 1R14095; SAULT STE. MARIE and PIN 31613-0377 (LT) PART LOT 169 PL 58 AWENGE, BEING PART 2 ON 1R14095; SAULT STE. MARIE, agreed to complete a Deeming By-law and PIN Consolidation upon closing of these properties as per the Agreement of Purchase and Sale dated February 22, 2024. As a result of this, we now require a Deeming By-law under Section 50(4) of the *Planning Act* for these properties. The effect of the Deeming By-law, once it is registered on title, would result in these properties being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

Analysis

The request has been circulated to the Planning Director, Chief Building Official, Municipal Services and Design Engineer, and Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

Financial Implications

Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact
Not applicable.

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

The relevant By-law 2024-76 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King
Solicitor
705.759.2662
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Schedule "A"



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SCALE

0 4 8 12 16 20 24 meters

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

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The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, Solicitor
DEPARTMENT:	Legal Department
RE:	Delegate Authority for NOHFC Queen Street Funding

Purpose

The purpose of this report is to request that Council delegate authority to the CAO to execute a change work order up to the eligible amount of the 2024 NOHFC funding application, only if the application is successful.

Background

On April 29, 2024, Council awarded contract 2024-6E to Avery Construction Limited for Phase 1 of the Queen Street Improvements. Authorized as part of the resolution was that should the NOHFC funding application be successful, the project limits be extended, and the CAO be delegated the authority to execute a change order to the contract up to the eligible amount of the funding to avoid delays in construction approvals.

Analysis

A by-law was drafted by staff to support the direction received, which limits the CAO to signing a change work order only if the application is successful, and only for any eligible amount received from the 2024 NOHFC funding application.

Financial Implications

There are no financial impacts with respect to the delegated authority by-law.

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 2024-81 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King
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The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	YMCA Agreement

Purpose

The purpose of this report is to update both Council and the community on the most recent developments with respect to the efforts to sustain YMCA operation in Sault Ste. Marie, and to seek Council approval on the terms for a lease agreement and collaboration with the YMCA in order to preserve and sustain those operations.

Background

As Council is aware, the Sault Ste. Marie YMCA (YMCA) notified City staff that they were in a financial crisis. Since that time, City staff have been working with the YMCA and community stakeholders to try to reach a solution that would preserve YMCA operations in the community.

The framework for an agreement has been worked out that would see the YMCA be able to continue to operate. To be successful, the framework requires commitments from multiple stakeholders, including the general public, businesses, and the community to achieve a goal of 4,500 YMCA memberships within the next 60 days. At a high-level, the framework revolves around a local charitable foundation (the “Organization”) which will be purchasing the property and building, the City of Sault Ste. Marie as the financial backstop, and the YMCA of Sault Ste. Marie as the continued operating entity for the McNabb Street facility and both the on-site and off-site daycare operations.

The City has three primary responsibilities:

1) The City will enter into a lease agreement with the Organization providing a guarantee for lease payments. The City will then enter into a sub-lease agreement with the YMCA of Sault Ste. Marie. The YMCA will be responsible to make the lease payments to the City. These lease payments are significantly reduced from the previous mortgage payments of the YMCA due to the financial terms offered by the Organization. It is important to note that throughout their period of financial constraint, the YMCA has never missed a mortgage payment.

2) The YMCA has submitted a funding application for $495,000 to the Northern Ontario Heritage Fund Corporation (NOHFC), requiring matching dollars to undertake capital upgrades of nearly $1m to the McNabb Street facility. It is contemplated that the City will provide the matching dollars ($505,000) for these capital upgrades. This funding will enable capital repairs including the much-needed replacement of boilers in the building. Any repairs made to the building will be made to minimize investment and examine opportunities to relocate equipment to a new facility in the future (should a new facility prove feasible).
3) The YMCA was not paying property taxes due to an exemption within provincial legislation. The City will work with the YMCA to ensure the tax exemption continues to be in place moving forward if the property becomes taxable as a result of the Organization becoming the landowner.

The Organization is purchasing the building as a community investment, not a real estate investment. While the agreement continues to be conditional on significant due diligence being undertaken, some key points in the agreement are that the purchase of the building will be for $2m with lease payments of 5% per year ($100,000) paid by the YMCA of Sault Ste. Marie and backstopped by the City for the term of the lease, which remains to be negotiated in full. As indicated above, this represents a significant decrease from the mortgage payments previously paid by the YMCA.

Analysis

As the City will be backstopping the lease agreement for the building, the City will enter into a sub-lease agreement with the YMCA with specific terms to mitigate risk for the City. These are anticipated to include a Memorandum of Understanding on governance and leadership of the YMCA of Sault Ste. Marie, requirements for participation on the YMCA Board, oversight of YMCA operations and regular communications between City staff and YMCA. Should the YMCA begin to encounter financial difficulties, the City will seek the ability intervene and appoint a new Board of Directors and take other steps to ensure operations can be sustained and maintained.

The City anticipates that the YMCA will enter into an agreement with a larger, regional YMCA at some point in the future. This will provide the YMCA with experienced executive leadership in areas including, but not limited to, CEO oversight, finance, and human resources. Within this regional model there is the ability to extend into in other critical support services that will help to ensure the long-term viability of a sustainable YMCA in Sault Ste. Marie. This type of regional approach to YMCA operations has proven to be a successful model for many YMCAs in Ontario and across Canada and is one that sets the course for the greatest chance of long-term sustainability, renewal and growth of YMCA programs and facilities in our cities and communities.

It should be stressed that the ultimate success and continued operation of the YMCA is now in the hands of the community. Should the community support the

YMCA with its membership drive, the YMCA can continue to operate. Before the Covid-19 pandemic the YMCA had 4,500 members. It now has approximately 3,000 members. Membership numbers need to return to previous levels to provide a sustainable operating model for the organization.

Planning work must begin in the near future to determine the future facility requirements of the YMCA. The current building is aged and a determination will need to be made as to whether a new build is the best option or if a significant refurbishment is required to position the YMCA for long-term success. Once this analysis is complete, a significant capital campaign will commence to support future facility requirements of the community and YMCA.

Staff will return to a future Council meeting with a final lease agreement with the Organization and with the YMCA for Council approval.

As indicated previously, the YMCA provides important community services. Avoiding the closure of the YMCA will benefit the community in a number of ways, including:

1) Enabling continued swim lesson programming and indoor pool operations serving approximately 325 students swim lessons per session (1,175 annually);
2) Providing opportunities for disadvantaged youth for programming (youth basketball-YBC, swimming, gymnastics, day programming, new resident programming and drop-in programming) along with 130-day camp spots per week over 9 weeks to total 1,170 per summer;
4) Health and fitness services to members (approximately 3,000 currently)
5) Employing approximately 135 staff (50% childcare operations, 45% facility staff (health and fitness, cleaning and maintenance) and 5% administrative support);
6) Providing community partnerships including:
   a. GHC – cardiac rehabilitation program;
   b. Adult Enrichment Centre;
   c. Ken Brown Home;
   d. Community Living Algoma;
   e. Indigenous Friendship Centre;
   f. Café Services; and
   g. Additionally, there are room rentals from different community groups.
7) Providing subsidized membership program which operates from the principle of people paying, as able, for a YMCA membership; and
8) Preserve approximately 77 full-time and 42 part-time day care spots at the 235 McNabb facility.

For all the reasons above, staff recommend that Council authorize the finalization of lease agreements to enable the ongoing operations of the YMCA.

Financial Implications

The immediate financial implications are the contribution of $505,000 of funding to the YMCA to match NOHFC funding and enable capital repairs to the current

facility. It is recommended this funding come from the 2023 surplus within the contingency reserve.

The City will be responsible for the lease payments of the YMCA for a ten year period. While the financial risks cannot be fully estimated over the ten-year lease agreement due to the variable nature of memberships and the capital costs of the facility, it is anticipated that the YMCA will be able to provide these lease payments to the City but there is financial risk of approximately $1M over the ten year lease term to the City in the event the YMCA cannot make any of these payments. Staff believe this to be a remote risk if the membership drive and other fundraising efforts are successful. There is also the risk for any unknown, additional capital repairs that may be required.

The current financial model needs to improve in order to provide sufficient contribution to cover the lease cost and ongoing capital requirements. Increased community memberships and local business contributions to support the YMCA are necessary to maintain YMCA operations in the community. The YMCA will need to complete a market analysis, feasibility study and business case to see if a new build is sustainable.

Strategic Plan / Policy Impact / Climate Impact
This item is contemplated in the Community Development and Partnerships component of the Corporate Strategic Plan.

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

Resolved that the report of the CAO dated May 13, 2024 concerning an agreement with the YMCA be received and Council authorize City staff to finalize a ten-year lease agreement with both the Organization and the YMCA;

Further that Council authorize a contribution of $505,000 from the contingency reserve to support capital refurbishments at the YMCA and maximize an NOHFC funding agreement; and

Further that Council request staff determine a path forward to enable the YMCA building to continue to be exempt from municipal taxation if such exemption is lost as a result of this transaction.

Respectfully submitted,

Tom Vair
CAO
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cao.vair@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Director Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Parks and Recreation Master Plan 2024-2034

Purpose

The purpose of this report is to seek Council approval for a new Parks and Recreation Master Plan to guide the provision of parks and recreation services in Sault Ste. Marie over the next ten years (2024-2034).

Background

The Parks and Recreation Plan is tied to the City's Official Plan. The Official Plan recognizes that parks, recreation, arts, culture, and heritage are critical quality of life components and state that the City shall:

- Expand and maintain the City's park space system;
- Ensure that wherever possible all residential areas are within the 800-metre safe walkable service radius of a neighbourhood park;
- Ensure equitable and appropriate distribution of park space service levels in the City;
- Provide facilities for diverse recreation opportunities for citizens and visitors.
- Work closely with other organizations that supply, utilize and program public park space, to ensure the long-term viability of park space and the optimal utilization of resources;
- Provide a range of opportunities and experiences for youth recreational needs as well as a broader demographic, including but not limited to play structures, pathways, gathering areas, sports fields, community gardens and multi-use pads/courts;
- Expand and maintain the multi-use John Rowswell Hub Trail network on public lands;
- Incorporate the trail system with other recreation components such as parks; and
- Continue to work with local service providers, nonprofits, and user groups to assist in the programming of park spaces.

The recommendations of this Master Plan builds on these directives, with actionable items for implementation that further these goals.

The 2015 Plan discussed the important benefits of recreation (enhances mental, physical and social well being, builds families and communities, helps people connect with nature, and boosts overall economic growth), and outlined four municipal park and recreation strategic goals summarized here:

1. Infrastructure;
2. Service Delivery;
3. Quality of Life; and
4. Community Development.

The projects originally planned for 2020 – 2025 are encompassed in the new plan and were assessed, updated/revised, and carried through as recommendations where appropriate.

Analysis

The Parks and Recreation Master Plan (the Plan) has been prepared to guide the provision of parks and recreation services in Sault Ste. Marie over the next ten years (2024-2034). The Plan should be viewed as a living document to be updated and adjusted through the annual budget planning process.

The Plan was developed in partnership with thinc design https://thincdesign.ca/ and City staff from Recreation and Culture, Planning, and Parks Divisions. Consultation was done on a number of occasions both in person and online to ensure public input was gathered and incorporated to the Plan.

The development of the Plan is a multi-phased project that began in summer 2023.

Phases one and two focused on establishing the current context and undertaking extensive community consultation. In Phase three, the team conducted needs assessments using a broad data set including feedback from Council, staff, residents, and community organizations; facility use and program participation data; review of related plans and studies; recreation trends; City capital plans and budgets; future growth and development; and related/concurrent projects and initiatives.

Key focus areas of the Plan are noted below with a corresponding action plan to achieve deliverables (Appendix A – Parks and Recreation Master Plan) over the length of the plan.

The main themes identified to focus on are as follows:

- Parks Revitalization Plan;
- Emerging sports and activities;
- Pool study for current wait times, use and future needs;
- Accessibility for current and new infrastructure;

- Investment for infrastructure;
- Free low-cost options for activities; and
- Operations staff to support recommendations.

Focus Areas

Programming and Events – balancing the supply and demand of recreation programs, activities and events is a key contributor to supporting the long-term health, well-being, and quality of life for all communities. Within this category there was a lot of valuable feedback provided centering around free and low-cost options as well as opportunities for youth, adults, and seniors. Programs and events in the Sault are provided by the City, sport organizations, and other community groups and agencies. Options are varied and include sport, fitness, social, learning, arts and culture, literacy, and have options for all age groups and abilities.

Recreation Facilities – the facilities section addresses indoor and outdoor facilities that are programmed by the City or scheduled for organized use by volunteer groups that deliver community programs and services. Overall, the City of Sault Ste. Marie provides a considerably wider range of municipally owned facilities for specific types of sports and recreation relative to the other municipalities used in the comparison. Outdoor facilities in Sault Ste. Marie include a much broader range, and generally better levels of population-based supply, than any of the other municipalities represented.

General Facility Considerations

Accessibility – a key aspect identified with the Plan was accessibility of the activities and the role the City and Accessibility Advisory Committee provides to facilitate programming.

Asset Management – a July 1, 2024, deadline is set for Asset Management Plans to include other municipal assets including parks and recreation infrastructure, addressing proposed levels of service, and a lifecycle management and financial strategy covering a minimum of 10 years. Many planned capital improvement requirements for the City's facilities (both indoor and outdoor) are itemized in the 2019 Action Plan 2020-2025.

Facility Planning and Evaluation – the City keeps detailed schedules of facilities used for organized activity and also tracks use of facilities for self-directed activities such as indoor walking. This information is used to develop Key Performance Indicators that provide quantifiable measures of use to evaluate success in meeting service objectives or targets. Ice pads, pools, tracks, pickle ball, tennis, indoor turf, seniors facilities, ball diamonds, outdoor soccer (rectangular) fields, cricket pitches are reviewed in terms of utilization and future need within the Plan.

Arts Culture and Heritage – Sault Ste. Marie is home to a wealth of assets related to the arts, culture, and heritage. The City-owned Roberta Bondar Pavilion, Sault Ste. Marie Museum, Ermatinger Clergue National Historic Site, and Public Libraries are part of a network of facilities and sites including the Art Gallery of Algoma, Sault Community Theatre Centre, Canadian Bushplane Heritage Centre,

and Sault Canal Lock National Historic Site. The City has a total of 39 designated heritage properties for which it is responsible, either through ownership or by support through grants and rebates to property owners.

Parks and Trails – this section of the Master Plan focuses on parks, trails and park amenities for unstructured use, for example, playgrounds, picnic areas, skate parks, outdoor rinks, and splash pads, etc. outdoor facilities used for organized sports (such as ball diamonds, soccer fields, tennis, and pickleball courts). The City has 80 parks in total (including the new Downtown Plaza opened in winter 2023), which are pretty evenly distributed across the five wards, both in terms of number of parks and geographic distribution. The City has a Parks Revitalization Plan and a supporting budget allocation to continue revitalization efforts and replace end of use amenities. Trails were a top community interest during consultations for this Plan, both in terms of how the community currently recreates, and in terms of where they would like to see investment and growth in the future. Action items are identified for flagship parks and marinas within the plan. Namely:

- Bellevue Park and Marina;
- Clergue Park;
- Elliott Outdoor Sports Complex;
- Esposito Park;
- V.E. Greco Pool/Goddard Park;
- Kinsmen Park, Hiawatha Highlands, and Wishart Park;
- Manzo Pool and Splash Pad;
- Point Des Chenes; and
- Queen Elizabeth Sports Complex.

Service Delivery – service delivery addresses the need for additional or redirected resources to ensure the successful implementation of the Master Plan's recommendations in each of the foregoing service areas. A concern that was presented was in addition to current staff shortages, increases in workload due to implementing the Master Plan will require sufficient staffing levels to ensure success. Policy supports clear and consistent application of City and community interests in day-to-day service management and operations. The City has several parks and recreation policies in place, which appear to be working well.

Implementation Strategy – the implementation strategy sets short (1-3 years), mid (4-6 years) and long-term (7-10 years) goals as part of the ActionPplan. The Action Plan (see Appendix A) is an operational working document for staff to follow for future capital, operating and service level requests. It serves as a guide to improve the service delivery for the Community.

Financial Implications

During the 2024 Budget deliberations a one time amount of $300,000 was approved in the Capital Budget for Park Revitalization with funding from the 5% Subdivider Reserve Fund. The success of the Plan will require an annual allotment

as part of the Budget process moving forward. Details on projected costing are provided within the Plan for reference.

There are a number of suggested projects, improvements and complement changes contemplated in the Plan. Staff will assess these recommendations further and come forward with any budgetary requests and recommendations in the future for Council consideration.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.
- Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

Climate Impact:

- Relating to climate impact the Parks and Recreation Master Plan aligns with the green spaces pillar of the City's Greenhouse Gas Reduction Plan. From protecting the development of the Precambrian Uplands Area in the northern portion of the City, as well as continuing to support horticulture and community gardens, the plan seeks to enhance quality of life of residents, while also supporting sustainability. The plan also addresses the need for increased climate resiliency including a growing interest in unstructured outdoor activities due to increased awareness and concern about climate change. This is furthered by noting that milder winters note a need for all season seating due to increased outdoor gatherings in the winter.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director Community Services dated May 13, 2024 be received and that the Parks and Recreation Master Plan 2024-2034 be approved.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314

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Appendix A

City of Sault Ste. Marie

Parks and Recreation Master Plan

April 2024



Parks and Recreation Master Plan

Prepared by thinc design in association with Mehak, Kelly & Associates and Oraclepoll Research Ltd. for the City of Sault Ste. Marie

April 2024

Land Acknowledgment

The City of Sault Ste. Marie acknowledges this area as part of the traditional lands of the Ojibway people. This location is known as Bawating and is the ancestral home of the Batchewana First Nation, Garden River First Nation and the Historic Sault Ste. Marie Metis Council. The City recognizes the significance of the Huron Robinson Treaty of 1850 which established a relationship between First Nation and European ancestors on the basis of respect for one another.

Today, we aspire to create a welcoming community for all peoples that recognizes the honoured traditions of our collective cultures. With this plan, the City of Sault Ste. Marie commits to building relationships and developing communication protocols with indigenous communities for all planning and land development matters.



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Sault Ste. Marie municipal greenhouse, Bellevue Park

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1.0 Introduction

1.1 Project Overview

This Parks and Recreation Master Plan (herein referred to as 'The Plan') has been prepared to guide the provision of parks and recreation services in Sault Ste. Marie over the next 10 years (2024-2034). The Plan should be viewed as a living document to be updated and adjusted through the annual budget planning process. It acts as a road map, identifies needs and priorities, and suggests implementation timing of recommendations. However, they may be advanced, delayed or amended to respond to changing circumstances, and some initiatives will require additional community consultation to arrive at detailed plans and designs. Council, in consultation with municipal staff, will determine when and how initiatives are actually implemented.

The development of the Parks and Recreation Master Plan is a multi-phased project that began in summer 2023, and is planned to conclude in Spring 2024 (See Figure 1-1). Phases one and two focused on establishing the current context and undertaking extensive community consultation. In Phase three, the team conducted needs assessments using a broad data set including the feedback from Council, staff, residents and community organizations; facility use and program participation data; review of related plans and studies;

recreation trends; City capital plans and budgets; future growth and development; and related/concurrent projects and initiatives. In the final phase (Phase 4), the draft Plan will be shared with the community for review and comment before finalizing and presenting to Council.

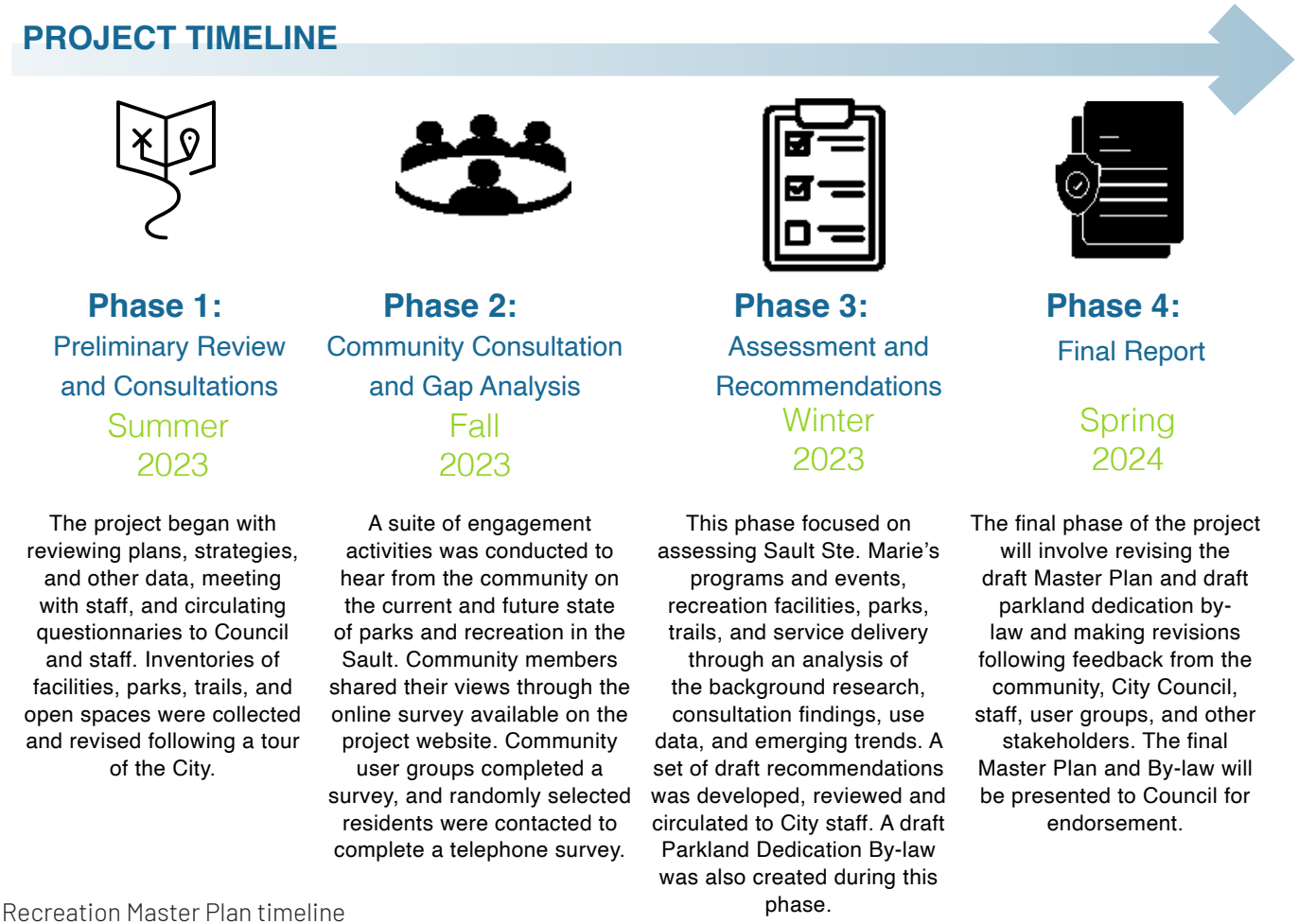


Figure 1-1: Parks and Recreation Master Plan timeline

1.2 Community Context

Geographic Context

Sault Ste. Marie is 222 square kilometres in area, with a population density of 324.6. The City is bordered by Lake Superior and the St. Marys River to the South, Algoma Unorganized to the north, Prince Township to the west, and Batchewana First Nation and Garden River First Nation to the east. Sault Ste. Marie benefits from extensive forested areas and waterways for outdoor recreation and nature appreciation.

The City's rural and Precambrian Uplands Area comprise around 75% of the City's total land mass, and approximately 10% of Sault Ste. Marie's population lives outside of the city's urban area. Per the draft Official Plan 2022, the Precambrian Uplands Area in the northern portion of the City will continue to be protected from development by directing the majority of new growth to existing urban areas. This will help to maintain the existing character of the rural area, while protecting large rural parcels to accommodate future urban development and other land uses requiring large acreages, such as agricultural uses and sand and gravel pits.[1]

The Official Plan anticipates that growth will continue to be directed to reinforce the City's existing urban structure. The land supply within the Urban Settlement Area (USA) is designed to accommodate an appropriate range and mix of residential, industrial, commercial, institutional and park space development. The USA includes the Downtown, which is a Strategic Core Area for the purposes of the Growth Plan for Northern Ontario, and the main Node of the community. Other Nodes, Corridors and Major Activity Hubs also exist in the Urban Settlement Area. Figure 1-2 illustrates the varied land uses within the City as outlined by the Official Plan.

1 The City of Sault Ste. Marie Official Plan, 2022.

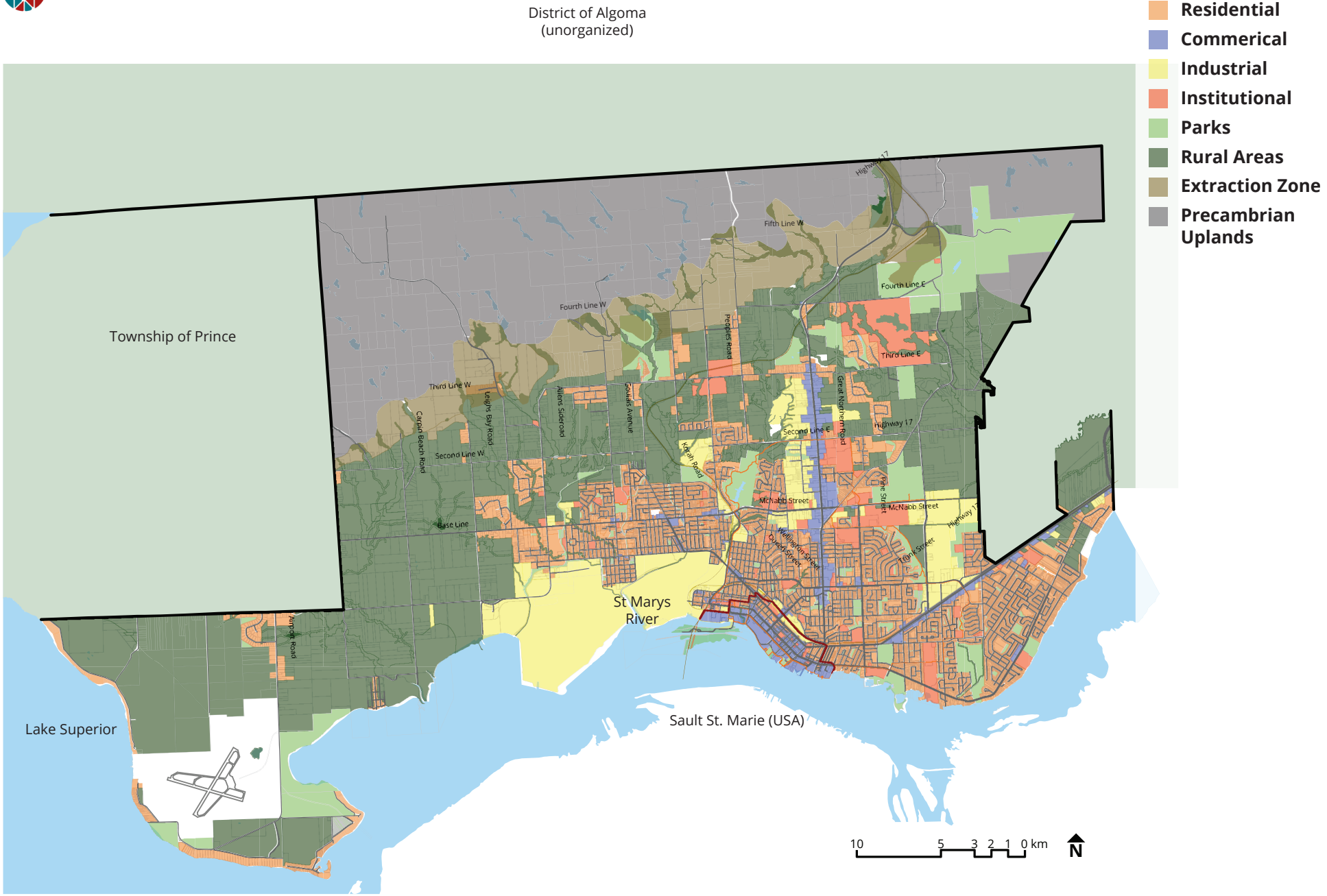


Figure 1-2: Map of Land Uses in Sault Ste. Marie

Socio Demographic Profile

This socio-demographic profile highlights current and projected populations, socio-demographic details, and population age distribution, for the City of Sault Ste. Marie. This profile also includes data for the District of Algoma and the Province of Ontario.

Table 1-1 illustrates population, land, and income data from the 2021 Canadian Census. Sault Ste. Marie has a high population density per square kilometer (relative to the district) and is classified as a medium sized population centre. The average and median incomes in Sault Ste. Marie are about the same as the District, and lower than the Province as a whole.

Table 1-1: Summary of population, land and income data in the City of Sault Ste. Marie, District of Algoma and Province of Ontario

	City of Sault Ste. Marie	District of Algoma	Province of Ontario
Population	72,051	113,777	14,223,942
Population Density per square kilometre	324.6	2.4	15.9
Land area in square kilometre	221.99	48,281.36	892,411.76
Median after-tax individual income	$37,200	$36,000	$37,200
Median after-tax household income	$65,500	$63,600	$79,500
Average total income in 2020 among recipients ($)	$49,680	$48,160	$56,350

Source:2021 Canadian Census

City of Sault Ste. Marie Ethnocultural Data

The existing ethnocultural diversity of the City of Sault Ste. Marie is a key consideration for parks and recreation planning. Expanding programs, events, and activities to reflect the interests of diverse communities can enhance and support healthy and active communities through increased participation and intercultural community building.

The population in Sault Ste. Marie primarily comprises residents who identify their ethnic or country of origin as Europe and Eastern Europe, including English, Irish, Scottish, Italian, and French. A proportion of residents identify as Canadian (13.3%), German (9.7), Ukrainian (5%), and First Nations (North American Indian) (4.5%) (Table 1-2).

Table 1-2: Ethnic or Cultural Origin of Residents

Origin	Population [1]	Percentage*	Percentage in Ontario
English	17,825	25.2%	16.7%
Irish	15,160	21.4%	14.3%
Scottish	15,005	20.6%	6.5%
Italian	14,560	20.6%	6.5%
French	14,210	20.1%	7.4%
Canadian	9,405	13.3%	11.6%
German	6,885	9.7%	7.5%
Ukrainian	3,520	5.0%	2.4%
Finnish	3,435	4.9%	0.5%
First Nations (North American Indian)	3,200	4.5%	1.1%
Metis	2,855	4.0%	0.9%
Polish	2,650	3.7%	3.3%
British Isles, n.o.s.	2,110	3.0%	3.3%
Dutch	1,640	2.3%	3.4%
French Canadian	1,590	2.2%	1.4%
Caucasion (White) n.o.s.	1,355	1.9%	1.6%
North American Indigenous, n.o.s.	1,355	1.9%	0.4%
Ojibway	1,350	1.9%	0.4%
Welsh	1,205	1.7%	1.3%
Swedish	1,110	1.6%	0.5%
European n.o.s	860	1.2%	1.3%
American	845	1.2%	0.6%
Croatian	835	1.2%	0.6%
Indian (India)	830	1.2%	5.4%

*includes individuals who identified multiple ethnic origins

Source: 2021 Canadian Census

1 Ethnic or cultural origin for the population in private households - 25% sample data

Approximately 8.5% (5,990) of Sault Ste. Marie's population are immigrants, 15.2% (910) of which have landed between 2011 to 2021, showing a pattern of increasing immigration rates since the year 2000 (Table 1-3). Of the existing immigrant population, the majority arrived between the ages of 25-44 years (30%), 15-24 years (27%), and 5-14 years (24%) (Table 1-4). According to Statistics Canada, the top three regions or places of birth for immigrants include Europe (65%), the Americas (15%), and Asia (16%)[2].

Table 1-3: Immigrant status and timing of immigration

Status	Population[3]	Percentage
Non-immigrants	63,820	90%
Immigrants	5,990	8.5%
Before 1980	3,930	66%
1980-1990	325	5%
1991-2000	320	5%
2001	500	8%
2011-2021	910	15%

Source:2021 Canadian Census

Table 1-4: Age at immigration

Age	Population[4]	Percentage
Under 5	930	16%
5-14 Years	1,410	24%
15-24 Years	1,595	27%
25-44 Years	1,800	30%
45 Years and over	250	4%

Source:2021 Canadian Census

More than half of the recent (2016 or later) immigrant population[5] (52.5%) were born in Asia, primarily from India and Syria (Table 1-5).

Table 1-5: Places of birth for recent immigration population in the City

Location	Population	Percent
Asia	310	52.5%
India	110	35%
Syria	115	37%
Americas	130	22%
Africa	110	18.6%
Europe	45	7.6%

Source:2021 Canadian Census

2 Specific countries within each region identified include the United States of America, Germany, Italy, the United Kingdom, China, India, and Syria
3 25% sample data
4 Out of 5,995 self-identified immigrants who responded to the question
5 Based on 25% sample data, total of 590 individuals

The top three visible minority groups in the City identify as South Asian (35.3%), Black (19.8%), and Chinese (14%) (Table 1-6).

Table 1-6: Visible Minority groups in Sault Ste. Marie

Minority Group	Total	Percent
South Asian	1,135	35.3%
Chinese	450	14.0%
Black	635	19.8%
Filipino	185	5.8%
Arab	140	4.4%
Latin American	215	6.7%
Southeast Asian	70	2.2%
West Asian	55	1.7%
Korean	105	3.3%
Japanese	50	1.6%

Source: 2021 Canadian Census

Age Distribution of Population

Table 1-7 and Figure 1-3 illustrate the population age distribution for the City of Sault Ste. Marie, District of Algoma, and Ontario in 2021. According to these figures, the City of Sault Ste. Marie has a large concentration of adults 20 - 49 (33%) which reflects the proportions in the District of Algoma (32%). Additionally, the City also has a relatively higher proportion of seniors aged 75+ (15%) in comparison to the District of Algoma (11%), and the Province of Ontario (8%).

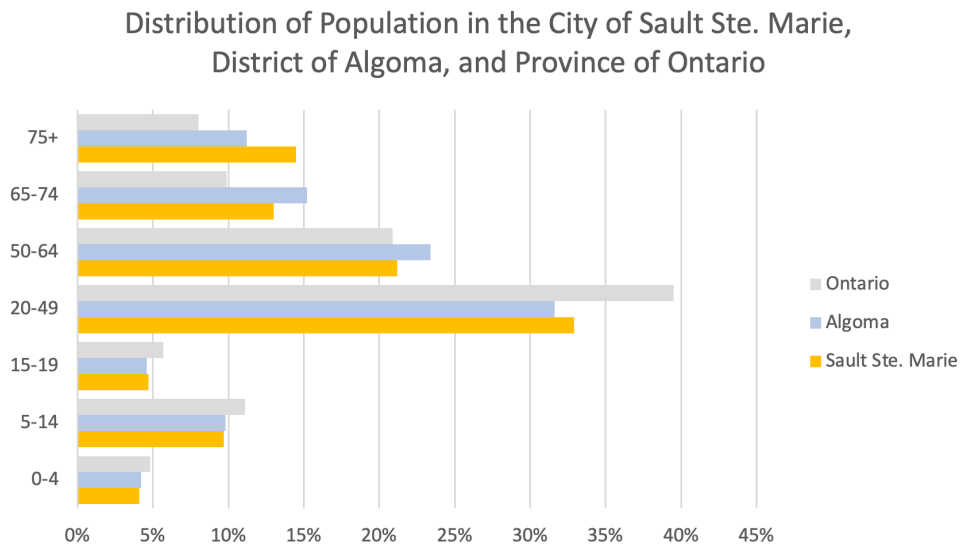


Figure 1-3: Age Distribution in Sault Ste. Marie, Algoma, and Ontario, 2021

Table 1-7: Population age distribution in Sault Ste. Marie, Algoma, and the Province of Ontario

Age Group	0-4	5-14	15-19	20-49	50-64	65-74	75+	Total
City of Sault Ste. Marie	3,040	7,205	3,510	24,550	15,805	9,725	10,185	74,650
Percent of Total	4.1%	9.7%	4.7%	32.9%*	21.2%	13.0%	14.5%	100.0%
District of Algoma	4,765	11,175	5,255	35,920	26,600	17,310	16,385	117,410
Percent of Total	4.2%	9.8%	4.6%	31.6%	23.4%	15.2%	11.2%	100.0%
Province of Ontario	683,515	1,568,280	801,455	5,584,980	2,948,005	1,404,495	1,133,205	14,123,935
Percent of Total	4.8%	11.1%	5.7%	39.5%	20.9%	9.9%	8.0%	100.0%

*cell colour denotes top three proportions with the darkest shade showing the highest proportion

Projected Age Distribution

Table 1-8 and Figure 1-4 illustrates the projected population age distribution for the District of Algoma from 2024-2034. Population projections by age were not available for Sault Ste. Marie.

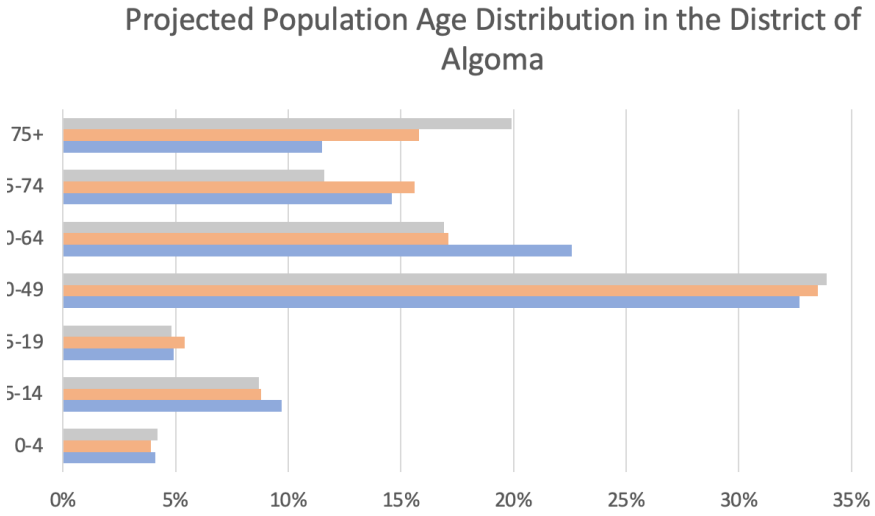


Figure 1-4: Age distribution of population in the City, District, and Province, 2021

Table 1-8: Projected Age Distribution in Algoma District 2024, 2029, 2034

Age Group	0-4	5-14	15-19	20-49	50-64	65-74	75+	Total
District of Algoma, 2024	4,677	11,355	5,941	39,139	24,596	17,993	15,213	118,914
Percent of Total	3.9%	9.5%	5.0%	32.9%	20.7%	15.1%	12.8%	100.0%
District of Algoma, 2029	4,727	10,764	6,342	39,814	21,210	18,959	17,708	119,524
Percent of Total	4.0%	9.0%	5.3%	33.3%	17.7%	15.9%	14.8%	100.0%
District of Algoma, 2034	4,739	10,355	6,218	40,800	20,010	17,283	20,848	120,253
Percent of Total	3.9%	8.6%	5.2%	33.9%	16.6%	14.4%	17.3%	100.0%

Source: Ministry of Finance Ontario Populations Projections 2021-2046

Population by Ward

Table 1-9 displays the age breakdown of population in Sault Ste. Marie by ward. Based on this information, Ward 3 has the largest proportion of adults over the age of 75, and Ward 1 has the largest proportion of children under the age of 19.

Table 1-9: Sault Ste. Marie population age breakdown by ward

Age Group		0-4	5-14	15-19	20-49	50-64	65-74	75+	Total
Ward 1	#	820	1,890	940	5,755	3,570	2,320	1,580	16,875
	%	4.9%	11.2%	5.6%	34.1%	21.2%	13.7%	9.4%	100.0%
Ward 2	#	575	1,350	595	5,420	3,115	2,150	1,870	15,075
	%	3.8%	9%	3.9%	36%	20.7%	14.3%	12.4%	100.0%
Ward 3	#	575	1,280	750	4,805	3,195	1,895	2,295	14,795
	%	3.9%	8.7%	5.1%	32.5%	21.6%	12.8%	15.5%	100.0%
Ward 4	#	580	1,275	640	4,650	3,270	1,850	1,515	13,780
	%	4.2%	9.3%	4.6%	33.7%	23.7%	13.4%	11%	100.0%
Ward 5	#	490	1,320	490	3,925	2,660	1,515	930	11,430
	%	4.3%	11.5%	4.3%	34.3%	23.3%	13.3%	8.1%	100.0%

Source:2021 Canadian Census

Current Household Breakdown

Table 1-1010 illustrates the household breakdown for the City of Sault Ste. Marie and the District of Algoma. Sault Ste. Marie is currently home to 32,530 households, most of which are comprised of couples without children (26.9%) and couples with children (20%). The distribution of household types within the City are proportionally similar to that of the District.

Table 1-10: Household types in the City of Sault Ste. Marie and the District of Algoma

Household Type	Sault Ste. Marie		Algoma	
	#	%	#	%
Couple Family Households with Children	6,580	20.2%	9,920	19.2%
Couple Family Households without Children	8,740	26.9%	15,360	29.7%
One Parent Family Households	3,385	10.4%	4,890	9.5%
Multigenerational Households	560	1.7%	915	1.8%
Multiple-Census-Family Households	95	0.3%	155	0.3%
One-Census Family Households with Additional Persons	850	2.6%	1,325	2.6%
Two-or-more-Person Non-Census-Family Households	1,240	3.8%	1,820	3.5%
One-Person Households	11,075	34%	17,320	33.5%

Source:2021 Canadian Census

Low Income and Income Inequality

Table 1-111 shows the prevalence of low income based on the Low-income measure, after tax for the City of Sault Ste. Marie. Based on this information, more than 10% of each age group listed live within the low-income measure.

Table 1-11: Prevalence of Population within Low-income measure, after tax (LIM-AT)

Age Group	Sault Ste. Marie	District of Algoma
0 to 17	13.4%	15.6%
18 to 64%	11.2%	17.6%
65+	11.7%	13.7%

Source:2021 Canadian Census

Population Projections 2024-2034

Table 1-12 illustrates the current and projected populations for the City of Sault Ste. Marie and the District of Algoma from 2024 to 2034. According to these figures, the City of Sault Ste. Marie is projected to grow by 2,664 (3%) residents between 2024 and 2034 and through the duration of the Plan. Comparatively, the population of Algoma is projected to increase by 1,239 (1%) during the same period.

Table 1-12: Summary of District of Algoma Population Projections

Year	Sault Ste. Marie	District of Algoma
2024	72,743	119,014
2029	76,424	119,524
2034	79,177	120,253

Sources: Housing Needs Assessment 2023-2025, and Ontario Ministry of Finance Projections (Summer 2022)



Relevant Policy Context

Official Plan, 2022 (draft)

The Official Plan recognizes that parks, recreation, arts, culture, and heritage are critical quality of life components and state that the City shall:

- Expand and maintain the City's park space system;
- Ensure that wherever possible all residential areas are within the 800 metre safe walkable service radius of a neighbourhood park;
- Ensure equitable and appropriate distribution of park space service levels in the City;
- Provide facilities for diverse recreation opportunities for citizens and visitors;
- Work closely with other organizations that supply, utilize and program public park space, to ensure the long-term viability of park space and the optimal utilization of resources;
- Provide a range of opportunities and experiences for youth recreational needs as well as a broader demographic, including but not limited to play structures, pathways, gathering areas, sports fields, community gardens and multi-use pads/courts;
- Expand and maintain the multi-use John Rowswell Hub Trail network on public lands;
- Incorporate the trail system with other recreation components such as parks; and
- Continue to work with local service providers, nonprofits and user groups to assist in the programming of park spaces.

The recommendations of this Plan build on these directives, with actionable items for implementation that further these goals.

Parks and Recreation Master Plan 2015-2024

The 2015 Plan discussed the important benefits of recreation (enhances mental, physical and social well being; builds families and communities; helps people connect with nature; and boosts overall economic growth), and outlined four municipal park and recreation strategic goals, summarized in Table 1-13. The projects originally planned for 2020 - 2025 will be discussed in this Plan, assessed, updated/revised, and carried through as recommendations as appropriate.

Table 1-13: Strategic goals, projects, and implementation updates from the 2015 Parks and Recreation Master Plan

Parks and Recreation Strategic Goal	Projects for the 2020-2025 Period	Updates as of Q4 2023
1. Infrastructure • Asset Management • Maintaining Existing Infrastructure • New Infrastructure	• Phase 3 of the Northern Community Centre development • Replacement of the W.J. McMeeken Centre ice pad • Implement a park revitalization project • Develop a downtown plaza	• Park revitalization plan was proposed • Consultation was done in 2018 for the expansion of the W.J. McMeeken Centre • Downtown Plaza completed • Northern Community Centre opened in March 2023
2. Service Delivery • Delivering excellent customer service • Eliminating barriers to business and sreamlining processes • Developing Employees	• Utilize technology to improve communication and service delivery of municipal parks & recreation opportunities	• Interactive map was added on the website • Online bookings • GIS being used internally • Activenet
3. Quality of Life • Promote quality of life advantages • Promote and support arts and culture • Welcome and seek out immigration • Vibrant downtown areas	• Improve amenities along the John Rowswell Hub Trail	• New parking at Seniors Active Living Centre • Boardwalk Promenade • Marind updates at Bellevue Park Marina
4. Community Development and Partnerships • Create social and economic activity • Develop partnerships with key stakeholders • Maximize economic development and investment	• Assess and evaluate future skate park development and determine feasibility of implementation of the plan to include partnerships, funding and financial targets.	• Ongoing

Corporate Strategic Plan 2021-2024

The mission of the corporate strategic plan is to promote, encourage and lead economic and social growth within the community through the effective provision of municipal services and the development of community partnerships. The Strategic Focus Areas that are outlined in the strategic plan include infrastructure, service delivery, quality of life, and community development.

Key 2021 activities within the community development focus area include the Twin Pad Arena Project, and within the Quality of Life focus area include a community wayfinding implementation, active transportation implementation, and the downtown revitalization project.



Figure 1-5: Work underway for the new Downtown Plaza, Fall 2023



2.0 Programming and Events

2.1 Introduction and Background to the Assessment

Balancing the supply and demand of recreation programs, activities and events is a key contributor to supporting the long-term health, well-being, and quality of life for all communities. Among all age groups, programs and events can be effective tools that help to foster social cohesion and a sense of belonging. Furthermore, these quality of life attributes are key in attracting new migrants which are critical in not only sustaining, but growing the local population. An adaptive and responsive approach to developing recreation programs that reflects the interests and needs of communities can generate more participation locally, and contribute to the increased use of existing assets.

The public engagement phase of this project revealed important insight into the current supply and availability of programs, program use patterns, and new program

demands and trends. The current supply of City-led recreation programs and events includes a range of sports, arts, community, education and training programs.

What We Heard

The following bullets summarize key, overarching feedback related to programs, activities, and events received from consultation with Council, staff, user groups, partners, and the community.

- Expand offerings to be more culturally relevant to the shifting demographic
- More options for youth such as drop in centres, events, more outreach
- More free activities and events (e.g., concerts)
- Licensed music events to attract and entertain adults
- More options for adults
- Better marketing and communications to reach all sectors of population
- Broader sport offerings (more than hockey) for kids of all ages
- Activities for grade school aged children particularly during summer months
- Need to appropriately maximize space usage
- Indoor activity centres that can be utilized year round
    - Examples provided include water park, mini golf, indoor roller skating, and something new, interactive and innovative that would bring tourists in as well
- Young adult groups
- Newcomers programs
- More science, technology, engineering, and mathematics (STEM) focused activities for youth
- Ensure that all programming, activities, and events are accessible for persons with disabilities
- Prioritize affordable and/or free programming to ensure availability for everyone
- More free programs (e.g., free swimming, free learn to skate, free team sports, etc.) especially for marginalized communities
- Intergenerational activities for different age groups in the same location so that people of all ages can intermingle
- Community arts space and programs

Inventory

Programs and events in the Sault are provided by the City, sport organizations, and other community groups and agencies (e.g., the Library, EarlyON, YMCA, etc.). Options are varied, including sport, fitness, social, learning, arts and culture, literacy, and options for all age groups and abilities. Table 2-1 provides an overview of organized programs available.

Table 2-1: Overview of organized recreation programs and events available in the City

Type of Program	Sample of Programs	Sample of Providers[1]	Free or low cost options available?
Sports	• Hockey • Soccer • Baseball/softball • Gymnastics • Pickleball and tennis • Sport fundamentals	Sport leagues and clubs, Sault Ste. Marie Gymnastics, YMCA	None/few, aside from pick-up play (not including self-directed play)
Fitness	• Gym memberships • Fitness classes (e.g., yoga, belly dancing, group fitness etc.)	YMCA, commercial gyms, City	None/few, aside from self-directed exercise in outdoor spaces, and low cost options for seniors

1 Not an exhaustive list of providers or programs

Table 2-2: Overview of recreation programs and events available in the City

Type of Program	Sample of Programs	Sample of Providers[1]	Free or low cost options available?
Aquatics	• Lessons • Aquabics • Drop-in swim at Manzo and Greco Pools	City, YMCA	Yes, mostly in summer
Social (e.g., lunches, games, etc.)	• Baby/preschool drop-ins at library and EarlyON • Child/youth drop-in at library • Seniors Centre cards, game nights, and lunches/dinners • Wii Night, Games Night, etc.	Library, Seniors Centre, City	Yes, most are free
Arts and Crafts (e.g., visual arts, knitting etc.)	• Crochet/knitting Clubs • Baby Picasso • Visual art lessons	Library, Seniors Centre	Yes, many are free or low cost
Heritage (e.g., events at ECNHS[2], Canadian Bushplane Heritage Centre)	• Fridays by the Fire, Poutine Feast, Fall Rendezvous, school tours, etc. at ECNHS • Tiny Pilots, Sky Explorers, Indigenous Teachings, etc. at the Bushplane Heritage Centre	City, Canadian Bushplane Heritage Centre, Sault Ste. Marie Métis Centre	Yes

2 ECNHS = Ermatinger Clergue National Historic Site

Type of Program	Sample of Programs	Sample of Providers[1]	Free or low cost options available?
Health and Wellness	• Mindfulness at library • Yoga at Seniors Centre	Library, Seniors Centre	Yes
STEM	• Camps • School visits	Science North	Yes (school visits)
Literacy	• Preschool/Baby Time • Forest of Reading • Book Club	Library	Yes
Community events	• MultiCultural Day • Italian Fest • Canada Day • Monster Madness • Concerts	City, local organizations	Yes

2.2 Programming and Events Recommendations

Free and Low Cost Options

The City acknowledges the importance of recreation, and the impact it has on overall community health and wellbeing, and has made it a priority to provide free and low-cost recreation options to residents. The City is on the leading edge in this regard, offering free programs not seen in many municipalities, including access to both Manzo and Greco outdoor pools, free summer drop-in programs, and free breakfast programs for children.

In addition to these organized programs, there are many unstructured recreation opportunities, particularly outdoors, including using trails, the skate park and pump track, ice rinks, playgrounds, outdoor workout equipment, community gardens, and more (section 4.0 Parks and Trails discusses these amenities further). In addition to unstructured use of these amenities, the City can also provide free or low-cost events, and pop-up programs for all age segments (e.g., skateboarding basics, pump track race events, outdoor fitness 101 etc.).

Another approach for low-cost physical/sport activities is pick-up/intramural leagues. Apps like Pick-up Hub have been used successfully to facilitate low-cost sport play at municipal facilities:

> Pickup Hub is an app that assists municipalities in organizing pick-up sports games. Residents can view upcoming scheduled games including the location, time, cost, age level and required number of players. After creating an account, participants secure their spot with a credit card via the online payment system. The municipality can schedule games from a few hours to four months in advance. Participants can see the names and number of players who have signed up for a game slot. If the minimum number of players is not reached, the game is cancelled and players are not charged.
>
> The City of Waterloo has successfully used Pickup Hub to deliver adult shinny, basketball, soccer and volleyball as well as youth basketball and ball hockey, all at low costs ranging from $5-$10 per player per game.

Free and low-cost activities benefit broad segments of the community: seniors, youth, single parents, people with disabilities, individuals and families with fixed and/or low incomes, newcomers, etc. While the City recognizes that free and low-cost recreation benefits the mental and physical

health of residents, increases social cohesion, and improves outcomes for at-risk individuals (including youth), municipal recreation budgets are increasingly constrained. The City should prioritize seeking private and community support to help fund these programs and ensure their longevity, as is already the case for park amenities that local service clubs have helped fund on numerous occasions. In partnership with non-profit organizations, community groups and/or commercial partners, the City should continue to support existing free/low-cost programs, park amenities for unstructured use, and increase opportunities for free/low-cost activities. A prime example of this type of collaborative approach for providing free services is the new Youth Centre set to open in Winter 2023/2024, which is further discussed under Youth Programming.

PE 1:	Continue to provide free access to both Manzo and Greco outdoor pools, free summer drop-in programs, and free breakfast programs for children.
PE 2:	Seek partnerships and collaborations with other agencies, community organizations and businesses to help fund/subsidize free and low-cost recreation.
PE 3:	Consider use of an app to facilitate pick-up play at sport facilities.
PE 4:	Introduce new free events/pop-up programs at parks and facilities.

Youth

Youth were a key demographic identified during consultations as in need of recreation opportunities. Youth (typically considered those between ages 13 – 18, but could extend beyond that range) have many opportunities for recreation including a number of organized sports leagues, park and trails for casual use, and two casual indoor spaces, one at the Northern Community Centre (NCC), and second downtown. However, recognizing that sports can be prohibitively expensive for some families, making them inaccessible for youth, and recognizing the importance of health, wellbeing, positive influences and guidance on outcomes for youth, youth remain a key focus demographic for recreation.

The City converted the old library at NCC to a community space that is open for drop-in after 5:00 pm (from 10:00 am to 5:00 pm it is dedicated to seniors programs). Youth can use the space to socialize, do homework, play games etc. In addition to this space, a new Youth Centre space downtown was made possible by a number of organizations: Canadian Mental Health Association – Algoma, Algoma Public Health, John Howard Society, the Indian Friendship Centre, THRIVE Child Development Centre, the Children's Aid Society of Algoma, Northern Youth Services, the Sault Ste. Marie District Social Services Administration Board, Youth Wellness Hubs Ontario, and the City of Sault Ste. Marie. The project involved renovating the former International Order of Odd Fellows Lodge (at 124 Dennis St.) to provide a free space open five days a week (with

the aim of increasing to seven days), offering the following services:

- Mental Health / Substance Use Counselling
- Health Promotion
- Employment Counselling
- Food security
- Housing and Income Support
- Cultural and LGBTQ2+ Support
- Anti-Human Trafficking
- Child Protection

The Youth Wellness Hubs press release says:

> "Youth will play a central role in the co-creation and design of the space here, as well as the services and programs to be offered. The hub will be a culturally safe place for youth ages 12-25 years of age to find the help they need, to connect with other youth, to learn about the services available to them, and to create a better tomorrow."[3]

Youth lounges typically include comfortable seating, tables, games and/or game tables (e.g. air hockey), and access to free or low cost food and snacks. If this is not part of the Youth Wellness Hub, the partners should seek ways to incorporate this type of space as well. The City should plan to provide a third drop-in free space for youth in another area of the City with a high population of youth and/or near a high school. The space should be open immediately following school hours, provide free and low-cost snacks, games, and access to resources (see sidebar case study). Another approach would be to adapt the space at NCC so that it is open earlier, which could be a temporary solution until a third space is provided. An additional benefit of opening the NCC space to youth earlier in the day is the opportunity for intergenerational programming, and simply having the chance to socialize across generations, rather than segregating age groups to their own areas.

3 https://youthhubs.ca/en/news-algoma-region-youth-wellness-hubs-location-announced/

The Dam, Mississauga, ON

The Dam is a charitable organization that has been operating in Mississauga for 25 years. They have two centres that provide free drop-in space immediately after school for middle school and highschoolers. For example, the Meadowvale location is open from 2:30 - 4:30 pm daily, and is walking distance to one middle school and two high schools, as well as the transit terminal. The Centre is staffed by youth mentors, has couches, tables, chairs, game tables, and offers free warm meals (e.g., mac n' cheese, bruschetta, etc.). In addition to drop-in times, the space has a Youth Employment Program, a program to bring in post-secondary students to volunteer at the space, and hosts/participates in events such as the Coldest Night of the Year Walk. The centres are funded by myriad donors, including a number of foundations, the Provincial Government, and City of Mississauga. [4]

The Teen Advisory Group (T.A.G.) at Sault Ste. Marie Public Library (SSMPL) is a committee made up of teens (13 -18) from the secondary schools in the community. It provides an opportunity for teens to develop leadership, organizational, and communication skills, acquire volunteer hours, and make a direct impact on teen programming at the library[5]. For example, the T.A.G is currently working on a Teen Advisory Group Book Club and ideas for community events.

The Mayor's Youth Advisory Council (MYAC) provides another opportunity for youth to participate in local governance, career opportunities, advocate for themselves, and earn volunteer hours. MYAC members spend about eight to 13 hours per month on council-related activities and they must be between the ages of 14 and 24 and reside in the City of Sault Ste. Marie. Applicants must also be enrolled in secondary or post-secondary school while serving on the Council.[6]

These two committees provide access to engaged youth who can help inform program development. Youth engagement can be further strengthened through outreach at local schools. For example, the Town of Innisfil recreation staff partners with local high schools to provide a Youth Mental Health Summit, HIGH FIVE training to students, workshops on youth mental health and wellness during school hours, and facilitates special projects such as the Youth Urban Art Project and the design of the Mobile Youth Centre Trailer Wrap (see sidebar). Engaging with T.A.G, MYAC, and local students will provide valuable insights into other recreation needs and interests for youth.

4 https://www.thedam.org/donors
5 https://ssmpl.ca/teens/teen-advisory-group-(t.a.g.)/
6 https://saultstemarie.ca/Government/City-Departments/Community-Development-Enterprise-Services/Community-Services/Recreation-and-Culture/Youth/Mayors-Youth-Advisory-Council.aspx

Innisfil Mobile Youth Centre

The Mobile Youth Centre is a truck that features various equipment (e.g., skate parks, skate equipment, spike ball, basketball, life-sized board games, etc.) that are free to use for all ages, and travels to different parks during the summer.





Images from the Town of Innisfill
https://innisfil.ca/en/recreation-parks-and-culture/mobile-youth-centre.aspx

This outreach and focus on developing youth spaces and programs is in addition to existing programming tasks, and as such the City should add a full-time Youth Programmer to lead these initiatives. The Youth Programmer portfolio could be expanded to include similar outreach and program development for children under 13, if workload allows.

PE 5: Add another drop-in youth space during the term of this plan and in the interim, and/or adjust availability at NCC to be open to Youth from 2:00 pm onwards.

PE 6: Consult with T.A.G, MYAC, and local high schools to develop youth programs.

PE 7: Add a full-time Youth Programmer to lead youth outreach and program development.

Adults

Historically, municipalities have focused on providing parks and recreation services to children, youth, and seniors. However, municipalities across Ontario have seen a noticeable increase in adult interest in municipal recreation services for themselves. Anecdotal reasons for this trend are likely a blend of increased awareness of the importance of physical activity for long-term health (mental, physical, emotional) overall decline in disposable incomes and growth, and greater sophistication in the provision of delivery of public recreation services. Within Sault Ste. Marie, adults form a significant demographic segment (33% of the population are aged 20-49 and 21% are aged 50-64), warranting special attention in program planning. Currently, adults have access to drop-in adult fitness classes at the Sault Ste. Marie YMCA, a small number of City run programs, local events, private exercise gyms and studios, and unstructured activities within the City.

Through consultation, it was remarked that the City does not offer many programs or activities for adults, and staff indicated it is due to a lack of staffing and available space. The facilities assessment (section 3.0) provides a number of recommendations to better understand space needs for all demographics:

- Review all existing uses of general program space by facility to identify opportunities to consolidate programs/ uses in terms of aligning those that are compatible while

maintaining an appropriate geographic and scheduling distribution of services (F 25)

- Conduct an audit of current use of individual spaces, to be informed by the facility conditions assessment, to identify opportunities to make better use of existing spaces for seniors' programming. (F 21)
- Determine scheduling related changes needed to achieve better overall space allocations. (F 22)
- Determine capital upgrades required to support changes in use for expanded/new programs. (F 23)
- Consider opportunities for seniors and adult programming to share the same spaces at different times. (F 24)

This is a considerable amount of work to be undertaken by staff, and as such it is warranted to add a full-time staff person to assist in sharing the load of programming tasks. An additional staff person could also focus on program development for regularly occurring fitness, wellness, learning, general, etc. programs that are geared towards adults. This person would work collaboratively with other program staff, including general programmers, seniors' programmers and the recommended youth programmer.

PE 8: Add a full-time Recreation Programmer to develop adult-specific programming and activities.

PE 9: Expand adult programming, including registered and drop-in options.

Seniors

According to the 24 Hour Movement Guidelines for Adults 65 Years or Older, adults aged 65 years or older should participate in a range of physical activities in a variety of environments and contexts across all seasons. The health benefits associated with following these guidelines include

- A lower risk of mortality, cardiovascular disease, hypertension, type 2 diabetes, several cancers, anxiety, depression, dementia, weight gain, adverse blood lipid profile, falls and fall-related injuries; and
- Improved bone health, cognition, quality of life and physical function.[7]

Seniors in Sault Ste. Marie currently have access to a wide variety of programming, activities, and events (targeted to those aged 55 and up). The City provides several seniors programs including fitness and health, sports, cards, games and hobbies, arts and crafts, and events and talks. During consultation, staff indicated that the programs are very well attended, such that they have maximized the spaces available to them, and would need additional space to meet program demand. Staff also noted a strong demand for more fitness/health/sport programming for seniors, and the need for additional staffing to plan and provide said programs.

The Bay Street Active 55+ Living Centre and NCC 55+ Centre are the primary two locations where seniors' programming is offered. In the Youth Programs Assessment above, it was recommended that the NCC 55+ Centre be made available to Youth from 2:00 pm onwards so that they have a dedicated space to go to after school. Though this would mean that the space is no longer solely dedicated to Seniors from 10am to 5pm, this will allow for intergenerational programming opportunities/use of space that are available for both age groups.

Due to the limited space available, all of the programs that are currently offered have reached their capacity of 20 participants, and have 10+ people on the waiting list. As discussed in the Facilities section of this report, there is interest in providing more space in existing facilities to accommodate more senior programming. The facilities assessment (section 3.0) provides a number of recommendations to better understand needs, including an audit of spaces. This work will ideally result in actions to address space needs for seniors programs (among other demographics). Consideration should also be made to expand seniors programming beyond the dedicated seniors space, including holding programs in multi-purpose rooms and outdoors where feasible.

7 https://www.participaction.com/wp-content/uploads/2022/08/24HMovementGuidelines-ENG-Adults-65-Final.pdf

PE 10: Consider providing intergenerational programs and/or joint use of space from 2:00 pm to 5:00 pm for youth and seniors programs that appeal to youth and seniors to optimize scheduling times at the 55+ Active Living Centre in the NCC.

PE 11: Seek new spaces to hold seniors programs, including multi-purpose rooms and outdoor spaces.

PE 12: Expand seniors programs and activities, particularly active, health and wellness programs (based on current demand).

Aquatics

The City offers a range of swimming lessons and aquatic programs for all ages, which are all very well attended. Like many other communities, the primary challenge in expanding aquatic programs is a difficulty hiring and retaining lifeguards/ instructors. Similar staff shortages and rationales being echoed across many North American municipalities[8] in recent years. The job is demanding, with significant investment required in training, and the pay is no longer competitive. Factors attributed to the shortage include:

- Extensive training, and significant investment of time and money, for what is a part-time job for most
- More students taking on extra course work or jobs in their fields
- At the same time, demand for swimming lessons is increasing

While other municipalities are still struggling with this, some strategies being implemented include:

- An accelerated training/certification program for pre-teens/teens with an extensive swim background

8 https://www.cbc.ca/news/canada/ottawa/ottawa-lifeguard-shortage-poolhours-1.5221284
https://www.stcatharinesstandard.ca/news/lincoln-outdoor-pools-short-staffed-for-the-summer/article_12fe8be0- afd8- 5904-971e-d60cebd5a572.html
https://globalnews.ca/news/9627874/ontario-proposes-lowering-minimum-age-lifeguards-15-ease-staff-shortages/

- Financial aid that can be applied to cover training courses, and/or reducing the cost of courses (Sault offers these courses free of charge already)
- Being proactive about recruiting at high schools

The Province of Ontario has also become involved to help address the shortage, lowering the minimum age for a lifeguard from 16 to 15 in June 2023[9].

Another factor to consider is that the job market is evolving and it may be time to shift the focus from lifeguarding/instructing as a traditionally student job to other populations who often seek steady part-time work, such as retirees and stay-at-home parents, or to newcomers who may be eager to obtain quality, Canadian work experience. The City could try targeting these groups, in addition to students, when advertising for lifeguarding and instructing positions.

Assuming efforts to hire and retain instructors are successful, the City should continue to offer as many swimming lessons as possible, as the demand is high for this essential life skill. Likewise, the City should continue offering aquafit classes and expand these as well (e.g., deep end aquafit, aquacycle, etc.). In consultations we also received multiple requests for more family/public swim times, at different times of day and days of the week to make them more accessible to more families with different work schedules, and those who rely on transit.

Another option for an aquatic activity, and one that does not require instructors, is an inflatable, removable obstacle course. This amenity would provide multiple benefits to the City and residents, including:

- Appealing and usable for all ages - including hard-to-engage youth
- Suitable for drop-in or pre-registered programming (that option would require instructors)
- Revenue generating potential - there are no similar amenities available nearby

Dryland "ninja" and obstacle course programs have been gaining popularity for children, and an aquatic obstacle course could capitalize on this trend while reaching target age groups (e.g., children, teens and adults), and providing a unique attraction in Sault Ste. Marie.

PE 13: Expand targeted lifeguard/instructor recruitment efforts beyond students, to include retirees, stay-at-home parents, and newcomers.

PE 14: Expand opportunities for swimming lessons, public swims, and aquafit.

PE 15: Explore and offer new, alternative, aquatic activities.

9 https://news.ontario.ca/en/release/1003126/ontario-lowering-minimum-age-requirement-to-be-a-lifeguard

Accessibility

While certain aspects of accessibility are legislated and are often associated with facility design consideration, opportunities to exceed minimum standards should be pursued wherever feasible. The goal of advocating and legislating measures to ensure accessibility and inclusion is to make it the social norm by proactively integrating accessibility considerations in all aspects of parks and recreation servicing provisions, which includes how programs and events are offered to participants. Supporting accessibility means:

> "Removing the barriers faced by individuals with a variety of disabilities (including, but not limited to: physical, sensory, cognitive, learning, mental health) and the various barriers (including attitudinal and systemic) that impede an individual's ability to participate in social, cultural, political, and economic life. Disabilities can be temporary or permanent. As we age our abilities change and therefore an accessible society is one designed to include everybody; both people with disabilities and people who self identify as non-disabled." [10]

Due to the cyclical nature of program planning, there are more opportunities to preemptively prioritize the accessibility, inclusivity, and adaptive nature of programs, by making considerations for accessibility at the outset of program planning. The Accessibility Advisory Committee (AAC) is a potential resource for staff to consult with during program/event/activity/facility development. The Committees mandate is as follows:

> The Accessibility Advisory Committee advises Council and potentially City agencies, boards and commissions, in promoting and facilitating a barrier-free Sault Ste. Marie for citizens of all abilities.
>
> AAC Mission - We are committed to continually strive towards identifying and preventing barriers in our community.
>
> AAC Vision - Promoting and facilitating a barrier-free Sault Ste. Marie for citizens of all abilities.[11]

The City should continue to assess existing programs, activities, and events and ensure that they are accessible, or that accessible versions are also made available. The City has already done this for swimming lessons, offering private swim lessons for individuals who are not able to attend group lessons.

Additionally, as the City of Sault Ste. Marie continues to grow and welcome diverse residents, community members of all racial, ethnic, cultural backgrounds, and faiths should be acknowledged and made to feel welcome in/at programs and events. The City can do this by, for example, trying to

10 City for All Women Initiative (2015). Advancing Equity and Inclusion. A Guide for Municipalities. Ottawa. p.17.

11 https://saultstemarie.ca/Government/City-Departments/Community-Development-Enterprise-Services/Planning-Enterprise-Services/Accessibility/Accessibility-Advisory-Committee.aspx

ensure that advertising and communications reaches these groups, that advertising features a diversity of people, that City recreation staff reflect the diversity of the community, and through staff inclusivity and accessible customer service training.

One way that the City is currently tackling some accessibility barriers is by running an Adventure Bus. The Adventure Bus operates on weekends and transports residents from four locations in the City to Hiawatha Highlands in the winter, and to Point Des Chenes in the summer. Many positive praises for this service were received during consultations. This service is one that many communities request, but not many provide. The City should continue with the Adventure Bus and seek opportunities to expand the service (e.g., by adding additional pick up times and/or locations, new routes, etc.).

PE 16: Employ an inclusivity lens at the outset of program and event development, as well as recreation marketing and promotions so that services are accessible and welcoming to people of all ages, abilities, ethnic/cultural backgrounds, gender identities, etc.

PE 17: Continue to provide the Adventure Bus service, and seek opportunities to expand the service.

Arts, Culture and Heritage

Growing support for arts, culture, and heritage programs and activities has been an evident trend in municipalities across Canada. Although there is no one size fits all approach, some municipalities have designated budgets to arts and culture planning, and have integrated arts and culture into local industry and tourism to expand its impact. The consultation phase revealed a general interest in the City making a concerted effort to facilitate municipal-wide arts and culture programming.

The Sault Ste. Marie Cultural Plan (2019-2024) states,

> "The goal of this plan is to provide the City with a clear direction to plan, resource, and leverage arts, culture, and heritage, integrating them into all facets of municipal planning and operations to support the Sault's social and economic imperatives over a 5-year planning horizon."

Supported by the Cultural Plan and this Plan, Sault Ste. Marie can leverage local opportunities to enhance arts, cultural and heritage offerings within the City.

Arts and culture programs and events in Sault Ste. Marie are provided by volunteers from the Arts Council of Algoma (the City's primary advocacy body for arts and culture), the Library, and Seniors Centre (particularly visual arts). The Roberta Bondar Tent on the waterfront is an important venue for arts

and culture, hosting many concerts and shows throughout the warmer months, as is the Ermatinger Clergue National Historic Site (ECNHS). The new Downtown Plaza will also become a key arts and culture location.

The City of Sault Ste. Marie has a rich cultural heritage, some of which is reflected in the 38 designated heritage properties within the City. These properties contribute significantly to the cultural fabric of the City, and the conservation of heritage sites help revitalize, stabilize, and enhance the character of the community. One example of the designated properties is the previously mentioned ECNHS, which offers a year-round cultural attraction for residents, schools, and visitors to Sault Ste. Marie. Currently, the ECNHS hosts 12 events annually including summer events such as the Lilac and Lavender Festival and Poutine Feast, the Strawberry Festival, the Blueberry Festival, Fall events such as the Fall Rendezvous Harvest Festival and Traditional Reenactment, and Halloween events.

Other National Historic Sites within the City are the Sault Canal Lock (see sidebar) and Whitefish Island. Through an agreement with the Federal government, the City operates and maintains the Recreational Lock. Today the Canal is a great spot for boat-watching, walking, and accessing the Whitefish Island National Historic Site:

> Whitefish Island has been the site of [Indigenous] encampments since it was formed over 2000 years ago by geological processes. From the time that pottery was first used by native peoples around 300 B.C., eight successive cultures have occupied the site, culminating in the development of the Ojibwa nation in the Sault Ste. Marie area. The island's unique location between Lakes Huron and Superior, and the rich fisheries of the turbulent St. Mary's rapids, made it a focal point of prehistoric and historic trade and settlement until early in the 20th century. The island represents not only the evolution of Ojibwa culture centred on the fishery, but also the influences of other Great Lake cultures through trade and visits. Even though it was surrounded by industrial and urban development, Whitefish Island remained undisturbed.[12]

Sault Locks

The first canal near this site was built in 1798, but was destroyed during the War of 1812. The current lock dates to 1895 and was used as part of the shipping route from the Atlantic Ocean to Lake Superior. One of the walls of this lock collapsed in 1987 resulting in the canal being closed to the public. In 1998, a smaller lock was opened with the original canal and is suitable for smaller boats and mostly used for pleasure craft.

12 https://www.pc.gc.ca/apps/dfhd/page_nhs_eng.aspx?id=510

Given the presence of rich native history, present day population within the City (4.5% First Nations, 4% Métis, 2% North American Indigenous, and 2% Ojibway), and proximity to Garden River and Batchewana First Nations, the City should focus on opportunities to celebrate and educate on Indigenous culture, and bring the Indigenous and non-Indigenous community together (the Community Art Project discussed below was a great example of this). This should be done in collaboration and consultation with the local Indigenous community, with the City providing resources and assistance or leadership where needed.

A Community Art Project (CAP) was identified by the FutureSSM Arts and Culture Action Team as a priority in the development of the arts and culture sector of the City. FutureSSM has been successful in working with community partners such as the Sault College Graphic Design Department and local youth in revitalizing neighbourhoods, providing mentorship opportunities for youth and celebrating local history. As a result of the CAP, in 2019, 13 culturally significant murals from local Indigenous artists and artists from all over the world were commissioned to create large scale murals within the City. The purpose of the mural project was to increase Sault Ste. Marie's cultural vitality by introducing more art into the public sphere (see side bar), to create destinations resulting in increased foot traffic while adding colour, vibrancy, and character to the urban environment, and to provide students in the community with opportunities for experiential learning and mentorship through the development of youth-oriented curriculum.

"Public art generates tangible and intangible benefits, and in the most successful instances, it becomes an integral and beloved part of the community. Enhancing its environment, art enriches residents' lives, instills a sense of civic pride, creates a shared history, connects communities, and provides opportunities for dialogue, engagement, and learning. By promoting cultural participation, public art stimulates cultural industries and the creative economy. And, especially important to the revitalization of Rust Belt cities, public art boosts the economy in a hyper-local way. The economic impacts benefit residents directly, driving spending to local businesses and creating jobs and opportunities for artists and residents alike"[13]

Another important cultural initiative is the opening (December 2023) of the Makwa Waakaa'igan Centre of Cultural Excellence, Truth and Reconciliation, Learning and Healing at the University of Algoma. The University has been awarded $5M in funding from the Canada Cultural Spaces Fund. "The $43.3 million project to be built on the Algoma campus through the leadership of the Children of Shingwauk Alumni Association (CSAA), a community of Residential School Survivors and their descendants…The facility will serve as a centre of excellence for sharing global Indigenous

13 https://urbanland.uli.org/public/enriching-city-public-art/

practices. Makwa Waakaa'igan is expected to draw more than 35,000 visitors annually and contribute to the education of 15,000 post-secondary and high school students. Construction is scheduled to begin in 2024 with a grand opening slated for 2026."[14] The Centre will be a significant new cultural resource in northern Ontario and may offer opportunities to collaborate and increase the contribution of Indigenous culture and knowledge to City programs and events.

The population of Sault Ste. Marie has had a relatively stable majority of European origin and First Nations, North American Indigenous, and Métis, with smaller proportions of other groups and visible minorities including self-identified black and Chinese. In recent years there has been an increase of immigrants from Asia (52% in 2021, most from Syria and India), the Americas (22% in 2021), and Africa (18.6%). This represents a significant increase in diversity including cultural traditions, religious holidays, foods, music, fashion and more. The City should expand the range of events offered to reflect these cultures as well. For example, the African Caribbean Canadian Association of Northern Ontario (ACCANO) and the Northern Ontario Latin-Hispanic Association (NOLHA) hold cultural events within the City. An effective way to do so would be to connect with local organizations from these communities (such as ACCANO, NOHLA and others), as well as newcomer organizations, and work together to develop, market, and execute these events.

PE 18: Work with the local Indigenous community to increase Indigenous-focused events, programs, and initiatives in the City.

PE 19: Work with local arts, culture, Indigenous, and heritage organizations, and artists to integrate public art into public spaces such as park design, signage, and amenity design.

PE 20: Work with Algoma University and the future Makwa Waakaa'igan Centre to collaborate and increase the contribution of Indigenous culture and knowledge to City programs and events.

PE 21: Integrate newcomer cultural practices and interests in community events, in consultation with local communities.

PE 22: Allocate funding dedicated to arts, culture and heritage related initiatives.

14 https://www.sootoday.com/local-news/algoma-u-receives-major-funding-boost-for-new-indigenous-cultural-centre-7937755

Events

There are many events offered by a variety of organizations in the City. Most events are intergenerational and welcome all age groups, and many are free, providing recreation opportunities for the whole community. The City of Sault Ste. Marie is home to a number of major venues including the Roberta Bondar Park and Tent Pavilion, GFL Memorial Gardens, the pavilion at Bellevue Park, and the new downtown plaza. The ECNHS is also a unique and picturesque location to hold events. To maximize the use of venues, the City should consider hosting outdoor concerts at the Bellevue Bandshell during the summer months, and holding more winter events, at Clergue Park, Hiawatha Highlands, Esposito Park and the new Downtown Plaza. Consultation reported that community events were strongly desired by residents, particularly:

- Free events
- Licensed events for adults
- More culturally relevant events for shifting demographics

It was also noted a number of times that the City should improve marketing and promotion of events (and programs) to increase awareness of activities. Free events and events for the changing demographics were discussed under "Free and low cost options" and "Arts, Culture and Heritage", respectively, so this discussion focuses on adult events.

As a medium sized City isolated from other urban centres, adult entertainment can be lacking. This should be primarily addressed through private commercial ventures (e.g., night clubs, escape rooms, etc.). However, the City, through both the Recreation & Culture and Tourism & Community Development Divisions (discussed further below) can also meet some of this demand through community events that are geared to adults. An adult event could include for example, mature comedy, concerts, alcoholic beverages, and can occur at later hours than family events. Another way the City could support adult entertainment or activities is by providing childcare services at certain events to allow parents to recreate child-free.

The City provides and organizes a few events directly, but most are offered by other organizations who depend heavily on City recreation staff to help run events. Tourism/visitor-directed events should be pursued with the involvement and support of the Tourism and Community Development Division, Algoma District, and Tourism Sault Ste Marie, to ensure available funding is directed to local efforts that benefit larger tourism objectives, and to integrate a regional perspective in planning, promoting and delivering these experiences.

Local events play an important role in community development and quality of life, and many of the recommendations in this plan relate to events (including those under free and low cost options, and arts, culture, and heritage). In consultations we heard there is a shortage of staff to assist with events, and these recommendations would increase already stretched workloads. As such,

additional staff would be beneficial in the ongoing success of events, and focus on expanding areas of focus in events (e.g., culturally inclusive events).

PE 23: Increase promotion and marketing of events.

PE 24: Work with the Tourism and Community Development Division, Algoma District, and Tourism Sault Ste Marie on tourism-focused events.

PE 25: Develop winter events that maximize use of winter facilities throughout the City and support the year-round availability of events.

PE 26: Provide events designed for adults.

PE 27: Add an Events Assistant.



3.0 Recreation Facilities

3.1 Introduction and Background to the Assessment

The facilities section addresses indoor and outdoor facilities that are programmed by the City or scheduled for organized use by volunteer groups that deliver community programs and services. Section 4.0 of the Master Plan considers needs and opportunities to enhance parks, trails and waterfront access locations with facilities and amenities for self-directed, casual use since these are often tied to the type of space being considered.

Consultation with the community, City representatives, facility supply and use data, forecasted population growth, recreation trends and anticipated financial implications are used to recommend directions that are reasonable and financially judicious in view of the City's overall responsibility for public services. As a high level Master Plan that covers a term of ten

years, this Plan's directions will require additional work on individual capital projects to respond to community needs.

Many of the City's recommendations in its ACTION PLAN 2020-2025 based on the previous Parks and Recreation Master Plan (2019) remain relevant and are still to be implemented. Although not all of the 2019 recommendations are reiterated here,[1] key statements that relate to the current Master Plan's overall directions are referenced, as appropriate.

The following summarizes key themes and requests related to recreation facilities that emerged during consultation with the community, facility user groups, Council and staff.

What We Heard

- 45% (181) of 400 respondents to the telephone survey use parks and recreation services in Sault Ste. Marie
- 13% (54) of the respondents to the random telephone survey indicated additional indoor or outdoor recreation facilities/ programs are needed in the City.
- providing indoor over outdoor facilities was a strong theme
- general satisfaction with the number and type of outdoor facilities, although capital improvements are needed (e.g., upgrades to aging infrastructure, tournament-ready fields, turf maintenance, court resurfacing, etc.)
- ancillary facilities and amenities need improvements (e.g., more accessible parking, more lighting, more canteens, restaurants, cafés, etc.)
- focus on optimizing year-round use of existing facilities, planning for, and investing in their upkeep, as a priority over building new
- develop new features that would both serve residents and visitors (e.g., indoor climbing wall, indoor roller skating, mini golf, water park)
- a general need for improved maintenance
- more pools (indoor and outdoor)
- most user groups indicated they will need additional facilities in the next five to ten years including a 50-metre competitive pool, rectangular playing fields, ball diamonds and/or arena ice
- strong interest in an indoor pickleball and tennis facility
- dedicate tennis and pickleball courts to separate uses
- full size indoor facilities for competitive sports such as soccer, aquatics
- indoor spaces for off-season sports such as soccer, baseball, tennis
- 64% (7) of the user groups that responded to the survey question indicated the indoor facilities they use are well

1 Those that deal with building systems improvements not related to the discussions, for example, are assumed to be incorporated in the City's asset management activities.

suited to their needs and four groups indicated need for improvements

- 71% (10) of the user groups that responded to the survey question indicated the outdoor facilities they use are well suited to their needs and four groups indicated need for improvements
- more arts, culture, heritage facilities are needed

The recreation facilities assessment is presented under the following main headings:

- Comparative analysis of facilities and amenities
- General facility considerations
- Indoor recreation facilities
- Outdoor recreation facilities
- Arts, culture and heritage facilities

Comparative Analysis of Facilities and Amenities

Tables 3-1 and 3-2 compare population-based service provision levels for Sault Ste. Marie to the Cities of Timmins, Thunder Bay, and Sarnia, which are comparable communities in relation to size or a northern Ontario location. It is a cursory review of readily available, web-based information of municipally owned facilities only. The resulting supply levels are comparable on a high level only, for several reasons including:

- Existing facilities may be the result of unique circumstances (e.g., Canada Games Complex in Thunder Bay) that have resulted in a higher service level than might otherwise be the case.
- Municipalities categorize their facilities differently (e.g., counts for tennis, pickleball and dual-use courts vary) or facilities that are totalled as a single type (e.g., soccer fields) in one community, in others might be classed by individual activity (e.g., soccer, football, etc.), as multi-purpose fields, or sub-divided into senior, intermediate, junior, mini and micro fields.
- A lack of designated facilities (e.g., seniors centre) does not equate to a lack of services, which can be provided in other spaces.

Overall, the City of Sault Ste. Marie provides a considerably wider range of municipally owned facilities for specific types of sports and recreation relative to the other municipalities used in the comparison. Although its indoor facility supply does not include a gym or fitness centres, the City has a divisible indoor artificial turf field that accommodates gym-style programming. Municipal provision of full-service fitness centres is also not typical, as it can require considerable investment in equipment purchases and ongoing maintenance and may detract from the viability of commercial operators in the community.

Outdoor facilities in Sault Ste. Marie include a much broader range, and generally better levels of population-based supply, than any of the other municipalities represented. Of note is the City's progressive position in providing facilities that are emerging in municipal supplies because of trends in sport and recreation interests, including cricket pitches, Ultimate Frisbee fields, disc golf courses, and pickleball courts. Typically, dedicated facilities for these pursuits are found – if at all – in large urban communities in southern Ontario. Sault Ste. Marie, however, has recognized the need to diversify its services and to encourage growth in these emerging markets by supporting them with needed facilities, and providing options to the traditional sports of hockey, baseball and soccer.

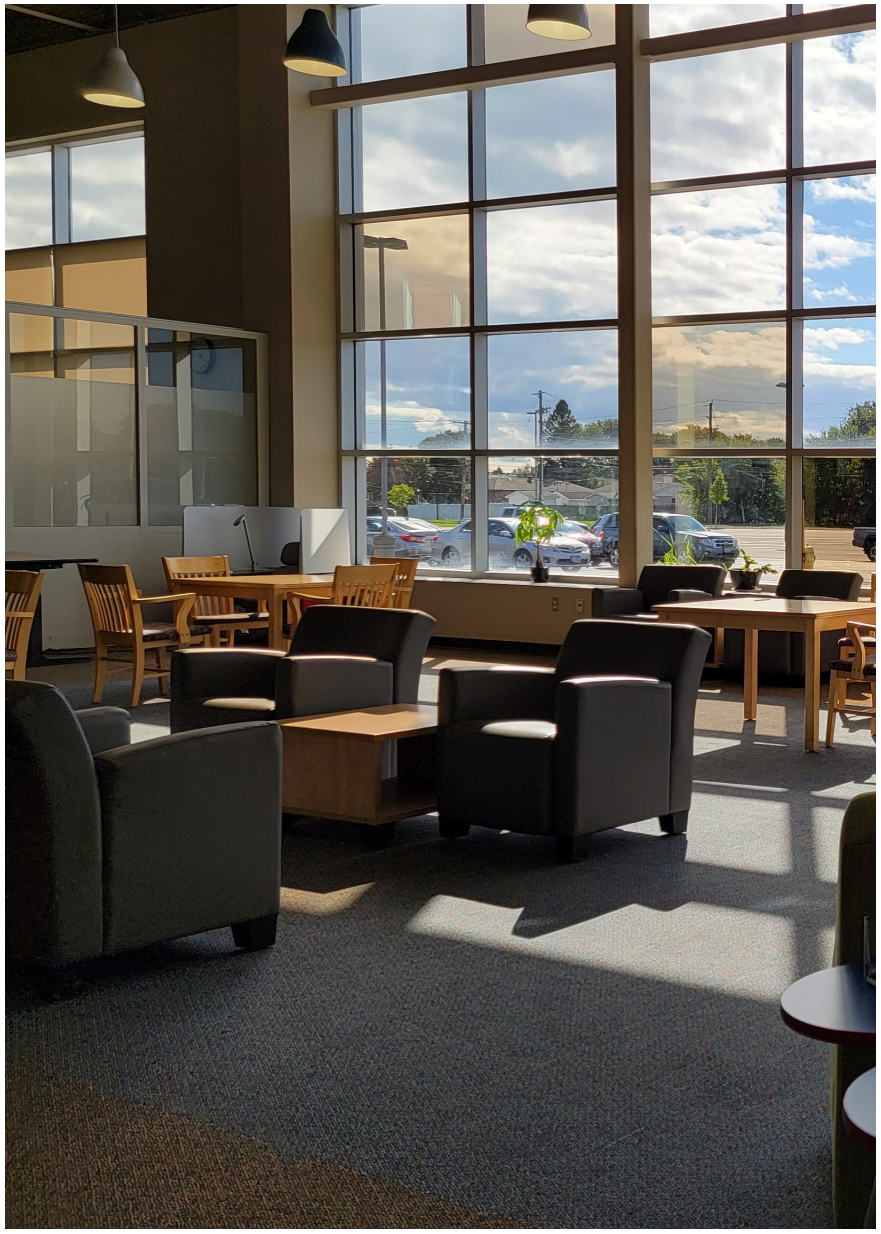


Table 3-1: Comparative Service Levels for Municipal Indoor Facilities

Facility	Municipality and 2021 Census Population							
	City of Sault Ste. Marie 72,051		City of Timmins 41,145		City of Thunder Bay 110,172		City of Sarnia 72,047	
	#	ratio	#	ratio	#	ratio	#	ratio
Ice pads***	5	1:14,410	4	1:10,286	7	1:15,739	5	1:14,409
Pools (tanks)	3*	-	3**	-	3 see note	1:36,725	1(Y)	1:72,047
Pools (25m, 8-lane)	1	1:72,051	-	-	-	-	-	-
Pools (25m, 6-lane)	-	-	1	1:41,145	1	1:110,172	-	-
Pool (77m)	-	-	-	-	1 see note	1:110,172	-	-
Gymnasiums	0	-	0	-	0	-	1(Y)	1:72,047
Fitness Centres	0	-	0	-	0	-	1(Y)	1:72,047
Tracks	1	1:72,051	0	-	1(proposed)	1:110,172	0	-
Artificial turf fields	2 (divided)	1:36,025	0	-	1(proposed)	1:110,172	0	-
Bocce courts	0	-	0	-	0	-	0	-
Seniors Centre	2	1:36,025	0	-	2	1:55,086	0	-

*main, lap and beach front (leisure): tanks are not directly comparable in design

**main, diving, hot (electric saunas in changerooms)

***the Rankin and Pee Wee Arenas are also available for Community use, and are within or adjacent to the City.

(Y): YMCA operates on behalf of the City

NOTE: Thunder Bay has a 77-metre pool at the Canada Games Complex, which is typically divided into three separate pools for community programming. In addition to this facility and the 25m 6-lane pool noted in the table, Thunder Bay has a 25m salt water pool with a whirlpool.

Table 3-2: Comparative Service Levels for Municipal Outdoor Facilities

Facility	Municipality and 2021 Census Population							
	City of Sault Ste. Marie 72,051		City of Timmins 41,145		City of Thunder Bay 110,172		City of Sarnia 72,047	
	#	ratio	#	ratio	#	Ratio	#	Ratio
Ball Diamonds	12***	1:6,004	9	1:4,572	45	1:2,448	11 or 12?	
Cricket Pitches	1	1:72,051	0	-	0	-	1	1:72,047
Soccer/Multi-sport Fields (reg./senior)	7	1:10, 293	1*	1:41,145	23	1:4,790	9	1:8,005
Football Fields	2	1:36,025	0	-	0	-	0	-
Ultimate Fields	2	1:36,025	0	-	0	-	0	-
Artificial Turf Fields	0	-	0	-	1	1:110,172	1	1:72,047
Tracks	1	1:72,051	0	-	1	1:110,172	0	-
Tennis Courts	8	1:9,006	6**	1:6,858	9	1:12,241	6	1:12,008
Pickleball Courts	8	1:9,006	0	-	5	1:22,034	6	1:12,008
Tennis/pickleball Courts	12	1:6,004	0	-	9	1:12,241	13	1:5,542
Bocce Courts	4	18,013	0	-	0	-	0	-
Pools	2	1:36,025	0	-	2	1:55,086	1	1:72,047

* There are four regulation school fields that are also used by community and booked through Boards. Algonquin District School Board has an artificial turf field

** There are four school tennis and one school squash court also used by the Timmins Tennis and Squash Club

*** City diamonds are supplemented by those owned and operated by Soo Minor Baseball

3.2 General Facility Considerations

This section discusses service areas relevant to facilities in general, including:

- Accessibility
- Asset management
- Facility planning and evaluation

Accessibility

A separate page on the City's webpage[2] is dedicated to accessibility, under the Planning and Enterprise Services Division of the Community Development and Enterprises Services Department. It documents the City's commitment to furthering accessibility across all areas of municipal responsibility. More importantly, it provides a single location for links to all related municipal information. Guidance documents include, for example, the Accessibility Plan, Policy, Status Reports, and Design Standards. Beyond these relatively standard items, the page links users to specific initiatives and accessible services including (but not limited to) community resources, the Autism/Neurodiversity Services Inventory, Sledge Skating and a public restroom map. It is noted, however, that the site's Status Reports are not up-to-date.

The City's Multi Year Accessibility Plan 2022-2025 describes specific projects the have been completed or are planned to achieve accessibility standards at parks, recreation facilities, and related equipment and services. Barrier removal projects identified for the years 2023 to 2025 allocate funds each year for 2 accessible swings and 2 instruments for parks, accessible outdoor seating at John Rhodes Community Centre. The JRCC pool change table and lift replacement was completed in 2023. Capital projects focused on accessibility improvements requirements to the City's facilities (both indoor and outdoor) are also itemized in the 2019 ACTION PLAN 2020-2025.

2 https://saultstemarie.ca/Government/City-Departments/Community-Development-Enterprise-Services/Planning-Enterprise-Services/Accessibility.aspx?ext=.

Providing an accessible viewing area at John Rhodes arena, for example, is in process for 2024.

Postings identifying accessible facilities (e.g., GFL Memorial Gardens) include a description of their many accessible features. This is a valuable service to the community, since 'accessible' alone does not always mean the same thing.

In addition to a relatively strong 'virtual' presence, the City has a staffed, 'bricks-and-mortar' Accessibility Centre at the JRCC, which:

- Provides referral services related to accessibility for persons with disabilities, families and caregivers.
- Offers accessible meeting space.
- Maintains resource information.
- Performs research on identified accessibility issues.
- Houses the Accessibility Advisory Committee.
- Provides shared space that agencies and organizations with mandates related to accessibility can use.

Accessibility centres of the type provided in Sault Ste. Marie are services not typically part of municipal supply. This initiative and the 'virtual' attention provided here, give accessibility a higher profile in the community and promote its greater integration as a matter of course in service provision. This approach should continue to be developed as needs and opportunities arise.

F 1:	Continue to build the profile and integration of accessibility across City services through a strong online presence and the Accessibility Centre at the JRCC.
F 2:	As accessibility projects are implemented, announce their completion on the Accessibility webpage and update status reports.
F 3:	Continue to provide fulsome description of accessible features at individual facilities.

Asset Management

The City has Asset Management Plans (AMP) for roads and bridges, stormwater, wastewater and public utilities, which met Provincial legislative requirements for core services. A July 1, 2024 deadline is set for Asset Management Plans to include other municipal assets including parks and recreation infrastructure, addressing: proposed levels of service, and a lifecycle management and financial strategy covering a minimum of 10 years. This encompasses parks and recreation buildings and land assets such as ball diamonds, tennis courts, playgrounds, basketball courts, and skateboard parks, etc.

The City is preparing a new Asset Management Plan to comply with the legislative requirements for 2024. Recreation building and facility conditions assessments that are not current will be required to inform the 2024 AMP.

In 2020, the City prepared Facility Conditions Assessment of its major indoor facilities, including the Sault Event Centre, which is part of the GFL Memorial Gardens; the John Rhodes Community Center (JRCC); the Northern Community Centre (NCC); the Ermatinger Old Stone House and the Clergue Blockhouse at the Heritage Discovery Centre; the Roberta Bondar Park buildings including the main service building and stage, the tent pavilion; the Beaver Tails and washroom building, and the marina building; Bay Street 55+ Active Living Centre. All facilities were reported to be in good condition, except for a 'fair' rating for the JRCC. None were found to have safety concerns that required immediate expenditures.

Identified capital improvements for all locations totaled approximately $4m+, the majority of which related to end of lifecycle plant and roof replacements. Capital items for each building were itemized for inclusion in future budgets.

Although the overall findings of the 2020 review indicated facilities are in good to fair condition, community (especially user groups) and staff consultation presents a different perspective in terms of the capacity of aging infrastructure to fulfill an optimal role in service provision. This is a space functionality concern as opposed to the integrity of the structure and building systems.

Collectively, these comments suggest that major infrastructure renewal programs are required in some cases. The JRCC and the NCC were most often noted in this regard (e.g., JRCC outdoor area is in significant need of an update) and a new single storey facility for seniors was suggested to facilitate accessibility. These concerns suggest that future facility conditions assessments include functional evaluations of spaces to determine the extent to which they are meeting intended uses, and how this could be improved through infrastructure changes. Any indicators of need for major changes should be investigated and detailed through studies aimed at comprehensive recommendations on facilities or spaces as whole, concepts plans, estimated costs and phasing.

Many planned capital improvement requirements for the City's facilities (both indoor and outdoor) are itemized in the 2019 ACTION PLAN 2020-2025. The requirements for these (some of which are noted in the following discussions) would need

to be reviewed in relation to possible major facility renewal plans to ensure significant investment is not made to extend the life of a facility that might be reconfigured or replaced. Major investment in roof repairs or replacement, for example, might not be warranted if there is a likelihood of overall facility renewal. Other less major upgrades that, nonetheless, are indicated as being required 'across the board' include, for example, integrating adult change tables in existing single use washrooms and the extent of renovations that will be required. Achieving AODA standards will likely require a detailed facility audit. Washrooms and viewing areas are of highest priority. The results of these reviews also need to be incorporated in plans relating to City assets.

F 4:	Conduct the needed recreation building and facility conditions assessments that are not current will be required to inform the 2024 AMP.
F 5:	Evaluate planned capital improvements against the results of building conditions assessments to identify those that may not be required in view of potential need for facility renewals.
F 6:	Investigate potential need for major facility renewals through studies aimed at comprehensive recommendations on facilities or spaces as whole, concepts plans, estimated costs and phasing.

Facility Planning and Evaluation

The City keeps detailed schedules of facilities used for organized activity and also tracks use of facilities for self-directed activities such as indoor walking. This information is used to develop Key Performance Indicators that provide quantifiable measures of use to evaluate success in meeting service objectives or targets. Wait lists are also kept to establish demand for services that is not being met.

Although demand for additional/new facilities in influenced by factors in addition to use, the assessments in this section sometimes show a considerable discrepancy between scheduled use and user groups' reports on the time available for their use. A clear sense of use during prime and non-prime time could help clarify where these differences occur and contribute to solutions that might not necessarily mean increasing the number of facilities.

In further developing its evaluation function to support confirming the need for facility development, redevelopment or repurposing, the City should consider incorporating the following in its planning process for facilities scheduled for organized community activity:

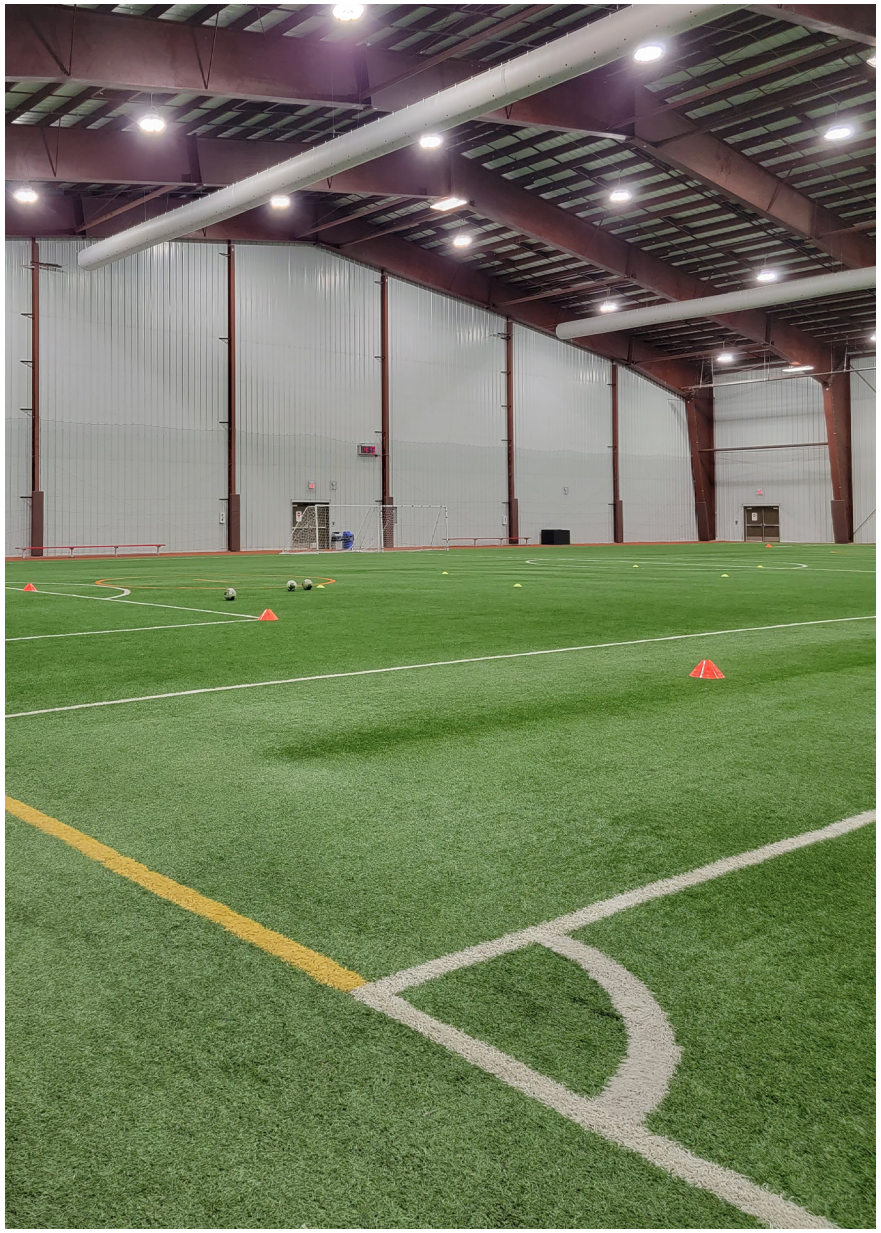
- including all facilities scheduled/used: although most facilities are currently tracked to inform KPIs, some (e.g., tracks, Ultimate Frisbee fields) are not.
- for major components of recreation complexes, monitor and track use by individual facility (e.g., each pad in arenas, each artificial turf field at the NCC, soccer fields by senior, intermediate, etc.): combining tracked facility use makes it harder to determine when a new one (e.g., one ice pad, one artificial turf field) is required to be added to supply to meet unmet demand and, in the case of playing fields, the level of play to be served.
- establish prime time and non-prime time definitions for all individual facilities, and track use during these 'windows' to be able to confirm use in relation to capacity targets: this is particularly important if decisions to add to facility supply are based on prime time capacity use only vs. use that includes non-prime time.
- in addition to formal waiting lists, record incoming requests for facilities/interests that may collectively indicate new needs.

Facilities that are not formally scheduled and available for casual use by the community at large can be monitored/tracked by rotating, periodic visits (e.g., weekdays, weekends, daytimes, evenings) to record use. Since most casual use facilities are outdoor and, therefore, most heavily used in the summer it could be a task assigned to students hired for these months. In recent years, the explosive growth of pickleball has often been accommodated by repurposing tennis courts into dual purpose facilities. In some communities this has caused conflict between the two types of users, even though 'honour system' allocation policies are posted at the courts. Knowing

how casual facilities are being used, therefore, is important to both aligning supply with demand and being aware of potential issues. Section 5.7 is a broader discussion on service planning and evaluation.

These directions align with the 2020 - 2025 Action Plan to "review procedures to ensure long-term financial sustainability through the fiscally responsible and efficient management of resources" by strengthening a direct link between facility supply and demand. In this way, resources can be used to meet verified needs as a priority, over anecdotal indicators of 'wants.'

F 7: Further develop the facility planning function through performance evaluations based on a finer level of detail in the information collected to verify demand for individual facilities.



3.3 Indoor Recreation Facilities

Ice Pads

Existing Supply and Use

Table 3-3 outlines the supply of City-owned indoor ice pads in Sault Ste. Marie, and those of other providers in the community and area.

Table 3-3: Indoor Ice Pads in Sault Ste. Marie

Location	Facility Description	Other Providers
John Rhodes Community Centre: JRCC (twin pad)	One community ice pad (185' x 85') and an NHL ice sized pad (200' x 85'), both with 300 seating capacity; sports training centre; food and beverage concessions; pro shop; restaurant overlooking both pads	Soo Pee Wee Areana: not-for-profit facility Batchewana First Nation: Rankin Arena The Rink: new commercially operated, lit covered rink with dressing rooms at the Machine Shop; although not indoor it is available for organized activity. (https://machineshopinc.ca/century-21-the-rink)
Northern Community Centre: NCC (twin pad)	Two NHL sized ice pads with spectator seating on both sides of the ice surfaces (750 and 250 seating, respectively); community space for public/user group meetings and gatherings, a pro shop; 10 dressing rooms; two fully accessible change/washrooms/showers	
GFL Memorial Gardens	One NHL ice surface; sports and entertainment centre; amenities to host a wide range of events including concerts, sporting events, family shows, conventions, and trade shows; home to the Soo Greyhounds OHL Hockey Club; Hockey Hall of Fame; seating from 1,000 to 6,000; features an in-house full-service kitchen, restaurant, executive suites, special event and meeting room rentals; five private dressing rooms; ten boxes for private rental contracts	

As shown in Table 3-3, the City owns and operates five indoor ice pads at the following arenas: John Rhodes Community Centre (2 pads), Northern Community Centre (2 pads), GFL (1 pad). Although most of the use at all three arenas comprises community-based recreation, OHL hockey, provincial tournaments, conventions, and entertainment events represent an important component of use, and revenue. In addition to residents, Sault Ste. Marie arenas serve youth and families living in the immediately surrounding area, and regularly hosts regional tournaments for ice sports (hockey, ringette, figure skating etc.).

In terms of community use, the City schedules may organized leagues/clubs, and does not offer its own programs during these times. Community use includes regular weekly programs and tournaments/competitions. While hockey generates the highest demand for ice time, figure skating and ringette need additional time to run their programs.

GFL Memorial Gardens: As a major event arena for both ice sports and entertainment, GFL Memorial Gardens is programmed differently than ice pads at NCC and JRCC. The ice season runs from September through March, and during that time the City's OHL team - the Greyhounds - are the priority facility users, and community use is programmed around the club's schedule. The team has exclusive use areas for dryland training, administration, etc.

Events total about 40 to 45 per year, and include large tournaments (e.g., provincial level hockey) and non-ice season use for conventions, performances, etc. The venue can accommodate several thousand participants / attendees. The arena has ten suites/boxes that are leased to companies from terms of five to ten years, with a waiting list of potential renters. A recent evaluation of the cost-benefit to add more boxes indicated it was not a feasible endeavor.



John Rhodes Community Centre: the JRCC is noted on the City's website as "a first-class facility for hosting sporting competitions and other tourism related activities." It is also used by a number of school and volunteer groups to run their regular programs. The arena includes a sports training centre for dryland training, which is run by a commercial operator. The Centre also has a tournament office. As noted above, it houses the Accessibility Centre.

Northern Community Centre: In the recently opened twin pad at NCC, one sheet replaced the single McMeeken pad. The new arena portion of the building was completed in early 2023. Ancillary arena facilities include 10 changerooms, of which two are fully accessible, a pro shop and two concessions. The NCC renovation and introduction of a new pad allowed a comprehensive review and reallocation of community use across all pads to:

- Consolidate use for groups that were scheduled for short blocks of time at different pads, and assign them a longer block at one facility.
- Better align allocations to the City's policy that gives priority to youth use (18 years of age and younger) followed by adult use (19 years of age and older), and to shift youth groups that were playing late at night to blocks before 9pm.
- Allocate better facilities and times to groups such as Sault College, which has the right to operate men's and women's competitive hockey here.

Future Supply and Demand

Available hours of ice at City rinks totals 9,408 hours annually with the recent addition of the new twin pad at the NCC. Collectively, the City's five pads provide a total of 255 hours of prime time per week[3], which comprises a total of 51 hours per week of prime time per pad (see detailed table in Appendix). Table 3-4 shows the most recent figures on ice use for each of the City's pads, compared to the peak year between 2017 and 2022.

Table 3-4: Peak Ice Pad Use 2017 to 2022

Facility	Indicator	Peak Year 2017-2022	% used	2023 Target	2023 YTD*
GFL Memorial Gardens: 1 pad	Prime Time Ice Use	2022	89%	85%	77%
	Total Utilization	2022	84%	50%	66%
John Rhodes: 2 pads	Prime Time Ice Use	2022	95%	90%	88%
	Total Utilization	2022	84%	70%	63%
McMeeken: 1 pad	Prime Time Ice Use	2021	90%	90%	90%
	Total Utilization	2022	84%	84%	67%
NCC: 2 pads	Prime Time Ice Use	-	-	85%	75%
	Total Utilization	-	-	70%	50%

*to the end of September 2023

3 Prime-time. Mon-Fri 5pm to 10pm, Sat-Sun 8am to 5pm.

The City targets prime-time use on each pad at 85% to 90% of available time. The table shows that peak years for all arenas met or exceeded the targets. Similarly, overall use, which combines prime and non-prime time hours, was also relatively high at 84%.

Year to date figures (to the end of September 2023) show that prime time use for two of the arenas (the Gardens and JRCC) is approaching their targets. Although NCC is not performing as well numerically, 71% use of prime time on a recently opened facility that introduced an additional pad is high for a 'new' two pad arena. It is also important to note that the last quarter of the year (October through December) is the strongest in terms of ice use and, therefore, will likely add proportionately higher use levels than the previous quarters. Use at all facilities is also notable considering it is still recovering to some degree from COVID-related impacts. Community-based user groups, however, are beginning to see pre-COVID participation/ membership numbers return.

These findings suggest that the introduction of the new pad and associated renovations at the JRCC arena have aligned supply and demand well. Expanding capacity has helped serve users that were on wait lists, improved ice allocation according to its priorities, and reduced the City's need to turn way tournaments. Five pads, therefore, have balanced supply and demand and provided sufficient capacity for the City's current population.

A current population-based provision level represents one ice pad per 14,410 people. An anticipated increase in population of 9,679 to 2034 - while increasing demand to some extent - will not generate need for an additional pad.

The user groups anticipate need for additional access to ice over the next five to ten years to serve both population growth and program expansion. Use of the new pad at NCC and its effect on the distribution of use across all five pads, however, requires time to be monitored and evaluated, along with tracking unmet demand. This work will help determine that point at which a sixth pad may need to be considered.

Sault Ste. Marie is also served by two non-municipal arenas and a new covered outdoor rink. The future of other providers' facilities could impact unmet demand for ice time. Although the City has no formal relationship with either the Soo Pee Wee or the Batchewana First Nation Rankin Arenas, these facilities accommodate use that might otherwise increase demand for access to municipal arenas. A new outdoor rink at the Machine Shop provides additional access to winter ice for both sports and public skating. Should any of these facilities be removed from supply, the City may be requested to make up the shortfall.

Need for Improvements

A frequently reported need for older arenas in Ontario is more changerooms for males, females and transgender users to be able to provide them with dedicated spaces. This need was reported in Sault Ste. Marie for both the GFL Memorial Gardens and JRCC, along with quiet rooms and improvements

to lighting and sound systems. The City has been working on the last noted items. LED lighting has been installed at JRCC and GFL, and the sound systems have been replaced. As a new, state-of-the-art facility, the NCC provided ten dressing rooms, and LED lighting. The potential to add dressing rooms at the other pads is limited by space. It is not clear yet how or if the recent Hockey Canada Dressing Room Policy (see Appendix) on wearing a base layer of minimum attire will reduce the need for separate dressing rooms. While the intent of the policy is to promote inclusion, a possible facility outcome could be reconfiguring existing smaller spaces into larger rooms with a limited number of private stalls for those who prefer privacy. If the issue is the number of teams needing rooms concurrently, this approach may not address deficiencies within the existing footprint of the dressing room area.

F 8: The existing supply of five indoor ice pads will be sufficient to meet demand during the term of the Master Plan.

F 9: Continue to monitor and evaluate the use of all pads to confirm the effect of the new pad on the distribution of use across all five pads, and future unmet demand.

F 10: In tracking ice time demand, consider any changes in the ccontribution of non-municipal providers to supply.

F 11: Assess the opportunities presented by Hockey Canada's new Dressing Room Policy on the potential to reconfigure dressing rooms to accommodate all genders and larger numbers of players per room.

Pools

Existing Supply and Use

Table 3-5 lists the features of the City's aquatic facility.

Table 3-5: John Rhodes Community Centre Pool

Location	Facility Description	Other Providers
John Rhodes Community Centre: JRCC	3 tanks: 25 metre 8-lane pool, lap pool, beach front tot pool; spectator viewing for approximately 400; food and beverage concessions; family change rooms; elevator	Full service YMCA: aquatics, gym, health and fitness, personal training, full day child care, before and after school care, day camps, registered child and youth programs

The City's indoor pool is well used for community programming, private rentals, and meets. Activities are programmed concurrently, when appropriate to do so, given the size and compatibility of uses. The pool is home to the Sault Surge Aquatic Team.



Future Supply and Demand

Limited interest was expressed in adding another community-serving pool to supply, and input suggested that the existing pool is not used to capacity. Wait lists for swim instruction indicate that a key reason for longer lists now than in the past is a lack of instructors as opposed to insufficient facility capacity. As discussed in the programs section of the Plan, aquatic staff shortages are being experienced in municipalities across Ontario and strategies to deal with this concern are being developed. It was also noted in consultation that scheduling the JRCC pool could be improved (e.g., more early weekday lane swims) for more effective use. Collectively, these findings indicate immediate need for a second municipal community pool is not strong.

At the same time, in addition to the John Rhodes Pool, the City relies on the YMCA to meet community need for aquatic facilities. In effect, therefore, the community is currently supplied with two indoor pools. Both pools, however, are at least 25 years old and will likely require either major renovations or replacement within the next ten years to continue serving the community.

As is the case in most communities with a competitive swim team, there is interest in Sault Ste. Marie in a 50m pool. The City's 25-metre pool typically hosts four regional meets per year now. As noted in consultation, "a 50 metre pool [is needed] to serve the Northeastern Ontario Region with [a] regulation size swim facility to host long course meets and to prepare our swimmers for the long course meets."

The scale of this type of investment is too significant to be confirmed in a Master Plan. However, the age of the existing pools and their associated design limitations, and the opportunity to serve the region with a competitive facility, warrants further investigation through a feasibility study. This study would assess the potential to develop a divisible two-tank, 50-metre pool designed to provide community programming, and to host both short and long course meets. It should include a detailed market study and business plan that clearly demonstrates support for a 50-metre competitive pool.

The community-serving component would comprise two 25-metre tanks to accommodate instruction, fitness and recreational swim programs, and include a leisure/play component. Competitive event components would meet design standards for various levels, and require sufficient ancillary facilities to accommodate large numbers of participants, officials, spectators, marshalling, food services, etc. The study could also investigate the cost-benefit of providing a salt water pool instead of a traditional fresh water, chlorinated system. The proposed conceptual design can be used to evaluate site options.

Need for Improvements

Required improvements noted in consultation are those commonly reported for facilities that are older and not state-of-the art. In this instance, they are also largely connected to interest in a competitive pool for both short and long-course meets. Which of these (e.g., support facilities/amenities, acoustics, storage, etc.) that might be addressed to improve the facility for short-course events. As indicated in the City's

2020 - 2025 Action Plan, there are ongoing improvements to common seating and viewing areas at the JRCC, as well as plans to investigate options to replace the slide and to install a climbing wall. To the extent possible, improvements to existing facilities should be deferred until completion of the feasibility study.

F 12: Prepare a detailed feasibility study to determine the potential to support a 50-metre pool to accommodate both community and competitive programming.



Artificial Turf Fields

Existing Supply and Use

There are two 100' x 200' artificial turf fields at the NCC, with a retractable dividing curtain and four change rooms/washrooms/showers. Schedules for both fields show high levels of use October through May, which includes City programming and rentals. The facility accommodates a wide variety of activities (e.g., soccer, ultimate frisbee, cricket, free community drop-in during non-peak hours, dryland training, party rentals, seniors daytime use, etc.). Prime time for organized community use is 5pm to 11pm on weeknights and on weekends from 8am to 9pm. In the summer, the turf cannot be optimally booked as the structure is not air conditioned and it becomes too hot to safely use this indoor space for active recreation. At the same time, many turf users move outdoors for the summer.

According to Statistics Canada 2020 inventory of municipally owned culture, recreation and sport facilities,[4] Sault Ste. Marie is one of 38 urban municipalities in Ontario (from a total of 50) with indoor fields. Of the province's total 414 local municipalities (single or lower-tier), Sault Ste. Marie is in the minority 9% that provide one.[5]

Figures on use from 2018 to 2022 show a peak at 59% capacity in 2022; 2018 to 2021 ranged from 25% to 43%. This figure, however, combines high use in fall, winter and spring with limited use in summer. The 2023 target is 50%, which has almost been met with 49% at the end of the 3rd quarter.

Future Supply and Demand

The Greater North Soccer Association (GNSA) reported contributing to the capital fund for the NCC's existing fields with the understanding that a third field would be part of the twin pad arena development. Their concern is the lack of availability of early evening time to field their largest age group, which is 5- to 12-year-olds. It was noted that the only times available are 10 to 11pm, which is too late for young children.

If the GNSA need for earlier times cannot be accommodated by reallocation through scheduling, a third field may be required in the short term. Based on available information on the level of use on existing fields, prime time (early to late evenings and weekends) is heavily used and the facility serves a wide variety of groups. The Sault Ste. Marie Parks and Recreation 2015-2025 Action Plan indicates an assessment of need for a third indoor artificial turf at NCC has been completed. The results indicated there was no need for an additional field at the time it was conducted.

As noted in Section 3.2 on facility planning and evaluation, verifying use in relation to capacity that eliminates non-prime time and the period during which hot weather precludes using the space would provide a stronger indicator of actual prime time use. Whether or not a third field is added in response to

4 Statistics Canada. Table 34-10-0067-01 Inventory of municipally owned culture, recreation and sport facilities, by urban and rural, and population size, Infrastructure Canada DOI: https://doi.org/10.25318/3410006701-eng

5 25% is likely high: the figures were used to represent one indoor field per municipality as an approximation of relative provision which does not account for communities - like Sault Ste. Marie - that have more than one indoor facility.

immediate unmet demand, tracking prime time use alone will provide a clearer picture of use. This is particularly important if the intent is to add a field based on this more limited definition of full capacity, since the current figure of 59% gives the impression that the facility is underused.

Assuming prime time is used to capacity, current supply represents one artificial turf field per 36,025 population. A projected population of 81,730 by 2034, therefore, would generate prime-time demand for a total of 2.3 fields or approximately ¼ of an additional field. If the City decides to add another field, it would be providing an enhanced level of service to the community. This may be warranted given the expressed interest in more indoor over outdoor facilities, which is understandable in northern climates.

From a strict use perspective, it would be beneficial to be able to use the facility year-round. While air conditioning would likely be too cost-prohibitive, if a third field is added at NCC there may be ways to incorporate interior cooling features in building design and construction to safely allow increased use during the summer months. It was noted that storage space is currently lacking and portable storage will be added to address this need. In the event of a third field addition, sufficient indoor storage to meet both current and future needs should be included in its provision.

F 13: If the GNSA need for earlier times cannot be accommodated by reallocation through scheduling, a third field may be required in the short term.

F 14: Track use of artificial turf fields in relation to capacity that eliminates non-prime time and the period during which hot weather precludes using the space.

F 15: Clarify target to provide a new artificial turf field as an enhanced level of service to the community, as opposed to capacity use of existing fields, given relatively greater expressed interest in more indoor facilities.

F 16: If another turf is added to the NCC, explore ways to incorporate interior cooling features in its provision to increase usable hours, and address current and future storage needs.

Tracks

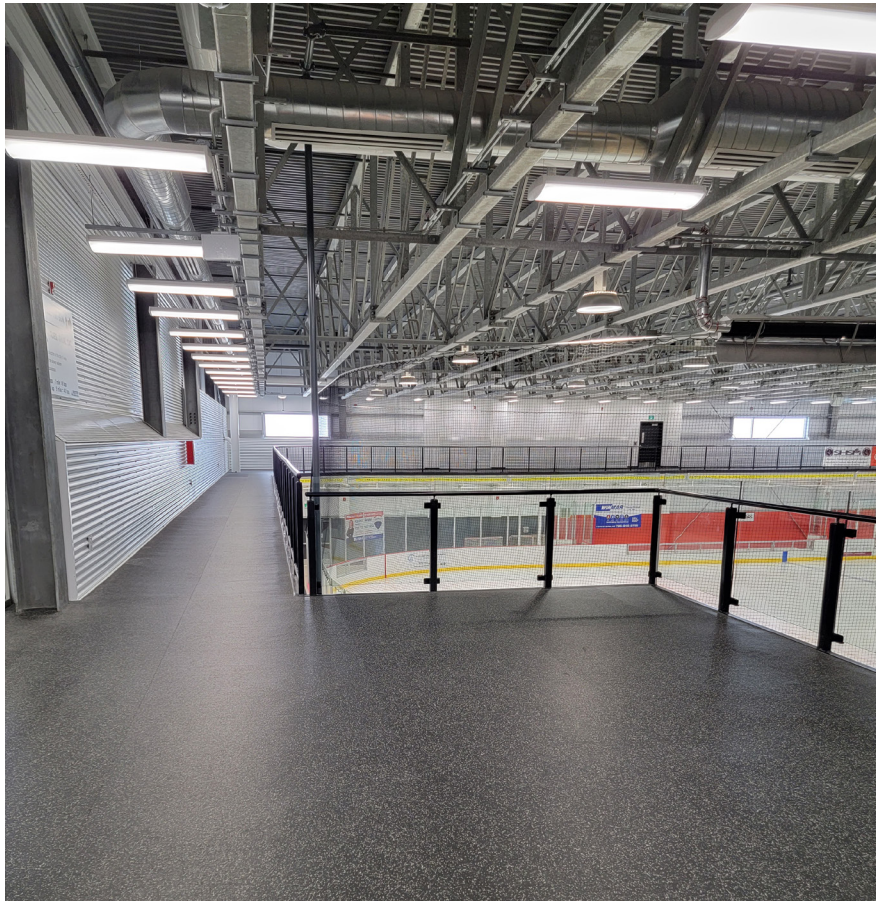
The community can access two locations for indoor walking at no cost. An elevated rubberized walking track was added at the NCC to one of the pads in redeveloping the arena into a twin pad facility. It is open for general community use Monday through Friday (8:30 am to 4:30 pm), except for statutory holidays. GFL's concourse level is open Monday to Friday (9am to 4pm) for walking, and typically generates over 10,000 visits per year (9,397 in 2019, the last full year before COVID).

According to Statistics Canada 2020 inventory of municipally owned culture, recreation and sport facilities,[6] Sault Ste. Marie is one of 66 urban municipalities in Ontario (from a total of 105) with indoor walking/jogging tracks. Of the province's total 414 local municipalities (single or lower-tier), Sault Ste. Marie is in the minority 16% that provide one.[7]

Two locations for indoor walking should be sufficient to meet community needs during the term of the Plan. It also responds to expressed interest in more indoor opportunities for recreation.

As a new facility, the track use at the NCC will be monitored with the City's Key Performance Indicators to determine its success in meeting community interest in participation.

F 17: Continue to monitor indoor walking participation at NCC and the GFL concourse as part of KPIs in relation to targeted service levels.



6 Statistics Canada. Table 34-10-0067-01 Inventory of municipally owned culture, recreation and sport facilities, by urban and rural, and population size, Infrastructure Canada DOI: https://doi.org/10.25318/3410006701-eng

7 25% is likely high: the figures were used to represent one indoor track per municipality as an approximation of relative provision, which does not account for communities that have more than one facility.

Tennis and Pickleball Facility

Existing Supply and Use

The City of Sault Ste. Marie does not own indoor tennis and/or pickleball courts. The Sault Ste. Marie Tennis Association uses the court at the George Leach Centre at Algoma University. Soo Pickleball uses school gyms and the arena pad at the JRCC, at which it hosted a 4-day Provincial Championship. The University also has pickleball facilities.

Future Supply and Demand

This discussion is tied to that for outdoor courts in Section 3.4.

Tennis

Tennis Canada notes,

> Participation in tennis and the popularity of our sport was growing rapidly in Canada prior to the pandemic. The results of a nationwide independent study on the health of the sport done at the end of the 2018 season had demonstrated that, during that year, nearly 6.6M Canadians had played tennis at least once, which represented 18% of the population. In addition, 4.5M Canadians had played the sport at least four times throughout the course of the year, which represented an increase of 15% compared to 2016 [and that] tennis clubs recovered well over the final months of 2021.[8]

8 https://www.tenniscanada.com/wp-content/uploads/2021/12/Rebuilding-a-tennis-nation_EN.pdf

The report notes that "demand remains high for under 12 participation and greater accessibility to affordable year-round tennis courts across the country."

Historically, the RYTAC (formerly the YMCA) has provided eight outdoor tennis courts. Over time, four of these courts were repurposed to provide: two pickleball courts and two beach volleyball courts. Four remained tennis courts, of which two are no longer usable.

In 2012, the tennis club that was based at this location had 600 active members, which has since declined to about 80.[9] There is currently only one indoor court at Algoma University. One or two courts (whether indoor or outdoor) does not provide the basis for a strong community tennis program.

Pickleball

Participation in pickleball across North America is strong, and still growing: "a recent Ipsos survey indicates there are around 900,000 households in Canada playing the sport, up from an estimated 350,000 two years ago."[10]

There are a number of factors that will likely support continued growth in pickleball participation,[11] including:

9 estimate from City; number not provided in group survey

10 https://www.msn.com/en-ca/news/canada/pickleball-is-one-of-canadas-fastest-growing-sports-but-the-paddle-and-ball-can-make-a-racket/ar-AAU7GoR (February 2022).

11 https://www.selkirk.com/pickleballs-growth

- its recognition as a legitimate sport, with both recreational and competitive categories
- play, in terms of rules and physical intensity, is relatively easy
- an all-ages appeal
- national organizational commitment to growing participation
- it can be played year-round indoors and outdoors, with appropriate facilities
- participants report that it is fun as well as physically beneficial

As is the case nationwide, pickleball is thriving in Sault Ste. Marie with 450 members in Soo Pickleball. As noted above, and like the situation with tennis, there are limited formal facilities for indoor activity. As is the case locally, the experience of other municipalities indicates that pickleball courts are currently among the most requested new facilities in Ontario communities.

Indoor Facilities

The former RYTAC property, which was the original site of tennis courts in the City, is now owned by Sault College and is called the Waterfront Adventure Centre. The Sault Tennis Association's website indicates it is partnering with the College to develop an indoor centre on this site and that fundraising has commenced for its development. Commentary provided in the survey for the Master Plan reports interest in collaboration among all owners of tennis courts in the City and determining a site where a 4-court tennis facility can be established.

Other northern communities, including Sudbury and Thunder Bay, provide indoor tennis courts in bubble structures. Thunder Bay is developing a 6-court, $4 million facility. The project is being financed with over $3 million in funding from the City (including land), FedNor, and the Northern Ontario Heritage Fund, which is being supplemented by a fundraising campaign and individual donations. Completion is scheduled for 2023/24.[12] The project is also being supported through a program jointly funded by Tennis Canada and Rogers. The $5.6m program aims to build 160 indoor courts in up to 30 facilities by 2029.[13] Thunder Bay is among four communities being funded in the program's second year.[14]

The City has proposed facilitating tennis and pickleball interests in developing a dual-purpose indoor facility in partnership with YNCU Curling Centre.The Tennis Association,

12 https://www.cbc.ca/news/canada/thunder-bay/indoor-tennis-thunder-bay-1.6448075

13 tenniscanada.com
14 Ibid.

however, does not view dual-purpose courts as a successful venture. Pickleball groups are also often not interested in sharing courts.

However, facility development should be determined in a detailed feasibility study to establish the extent of need for each type of court, an appropriate combination of dedicated and dual-use courts (e.g., for tournaments for either sport), and a business plan outlining capital and operating costs, and cost sharing among the parties.

In many communities, the courts are operated by a community-based association for 'club' activities. If the courts have been funded from the tax base (including land contributions), the operating agreement with the association includes designated times for free, casual use by the general public in both prime and non-prime time periods. In this way, the community at large can enjoy access to good quality courts for recreational tennis.

Given these considerations, it is recommended that the City encourage the pickleball, tennis and curling clubs to prepare a detailed feasibility study, seek support from Tennis Canada for this work, and include municipal representation on the project Steering Committee. Other factors to consider in the study could include:

- opportunities to share common areas and ancillary facilities
- siting/design for future courts, if required;
- seasonal vs. permanent bubbles/domes to double as outdoor venues in the summer and to preclude the need for cooling during the hot months[15]

F 18: Encourage the pickleball, tennis and curling clubs to prepare a feasibility study and seek support from Tennis Canada for this work, with municipal representation on the project Steering Committee.

15 If funding from the Tennis Canada program is to be sought, variables such as a seasonal dome and sharing a building envelope with pickleball may affect eligibility.

Seniors Facilities

Existing Supply and Use

There are two centres that provide a focus for programs and activities for older adults in Sault Ste. Marie: the Bay Street Active Living Centre (55+) and the 55+ Active Living Centre in the NCC. The former is a fully accessible facility that serves seniors exclusively. Spaces include an auditorium, kitchen, lounge, craft room, games room, computer room, HAM radio room and two multi-purpose rooms. At the NCC, the Steelton Room is the focus of seniors' programming/use, although it is also available for rentals at other times.

A review of recent schedules show there are multiple spaces available at both locations throughout the day for seniors programming, and particularly at the Bay Street Active Living Centre.

Future Supply and Demand

Interest in providing more space in existing facilities, a new centre for seniors in the east end of the City, and/or a new single storey facility came primarily from staff. While it was noted that inadequate program staff is the primary obstacle to expanding programming, space limitations were noted as the second issue. At the same time, as noted above, facility schedules do not reflect full capacity use. Reported limitations, therefore, could reflect inadequacies in the type of spaces available as opposed to unused time.

In determining the need for additional space to provide expanded/new programs for seniors, therefore, the potential to grow services to optimize use of existing space is the first step. As part of this initiative, opportunities to reallocate existing spaces and/or improve them to be able to introduce additional - and particularly new types - of programs should be assessed through an audit of current use of individual spaces. The asset management recommendations above with respect to updated facility condition assessments should include a functional analysis, which should inform potential to better use available space.

The program section of the Master Plan, for example, points to the need for more fitness programming for seniors (and adults). Repurposing an existing space for fitness should be investigated. A fitness studio with a sprung floor and mirrors, and an area with limited equipment for workouts (e.g., free weights) could occupy a space that is not now well used for its intended purposes. Any activities in existing spaces could be shifted to other rooms that have available capacity. This approach can minimize investment in capital upgrades and equipment costs, thereby keeping user fees at a minimum. The Steelton Room at the NCC, for example, is used for Active 55+ on weekdays from 10am to 5pm. At other times it is available for public rentals. Foregoing rentals and considering repurposing this room as a fitness studio could meet the needs for both expanded seniors and adult fitness programming throughout the week. Its redesign for fitness would allow new programs to

be offered, while not precluding it from being used for other 55+ activities. Other community uses of this space could be relocated, possibly to the GFL Memorial Gardens.

The reported need for another seniors' centre in the east end and/or a new one storey building could be considered at the point where improved use of the two existing locations results in demand than can no longer be accommodated. Another consideration is a trend to limit the provision of dedicated seniors' facilities to those specifically requiring segregation (e.g., services for older senior cohorts, games rooms, etc.) and using multi-purpose spaces within the same building to offer age-specific through scheduling, or offering all ages programming, where appropriate. The 55+ Active Living Centre at the NCC is an example of this approach in Sault. Ste. Marie.

Need for Improvements

Two noted improvement requirements at the Bay Street 55+ Active Living Centre were a recurring roof leak and issues with accessing the second floor, both of which should be covered in updated building conditions assessments.

Other improvements to these spaces will be identified as shifts in programming/use are determined and required upgrades to accommodate changes are itemized for inclusion in capital budgets.

F 19:	Conduct an audit of current use of individual spaces, to be informed by facility conditions assessment, to identify opportunities to make better use of existing spaces for seniors' programming.
F 20:	Determine scheduling related changes needed to achieve better overall space allocations.
F 21:	Determine capital upgrades required to support changes in use for expanded/new programs.
F 22:	Consider opportunities for seniors and adult programming to share the same spaces at different times.

General Activity Space

Existing Supply and Use

Table 3-7 summarizes general activity space in Sault Ste. Marie that is used for City programming, events and/or used by other providers such as SOO gymnastics, the Algoma District School Board, etc.

Table 3-6: Municipal Activity Space in Sault Ste. Marie[16]

Location	Facility Description
John Rhodes Community Centre: JRCC	Two multi-purpose classrooms: in pool viewing areas; capacity 50 people each Special function/meeting room
Northern Community Centre: NCC	Steelton community rental available when not being used for seniors Multi-purpose Rooms A, B, and C
GFL Memorial Gardens	Angelo Bumbacco Room: 100' x 20', approx. capacity 156; divisible into two smaller spaces; sound system, projector and screen; also referred to as Breakout Rooms (3) under general event space in the GFL Memorial Gardens Multi-purpose room: 30'x 20', approx. capacity 70; divisible into two smaller spaces; also referred to as Multi-purpose Rooms 1 and 2 under general event space in the GFL Memorial Gardens VIP room: 25' x 25' at suite level for viewing concerts, games, etc.; approx. capacity 96

16 The assessment does not include the contributions of other providers to general community space.

For the most part, space at GFL Memorial Gardens is used for major ice and non-ice events, as well as other private rentals (e.g., local corporate events, staff parties, birthday celebrations). These spaces, most of which appear to be divisible should be reviewed to determine their capacity to accommodate community programming when not in use for Gardens' events. The program section discusses the potential to develop short-duration programs, which often only comprise one-day or one-afternoon sessions on a topic of interest (e.g., watercolor painting workshop) and do not require repeat space bookings for an extended period of time.

Space at both NCC and JRCC is used for City programming and by other organizations, and rentals. The Algoma District School Board uses the John Rhodes and Northern Community Centre upstairs rooms for secondary school classes on a regular weekly basis, in conjunction with use of the arenas. The former library at the NCC, which was converted to community space, is used for seniors' programming during the day and becomes a youth drop-in centre after 5pm on weeknights, and is staffed from 3 to 5 times per week. The program section of the Master Plan recommends adding a second drop-in youth space or increasing the hours at the NCC space and opening at 2pm instead of 5pm. If feasible, extending hours is likely preferable as an initial step to providing a youth drop-in that is available immediately after school. The possibility of adding a second similar space in an existing facility could be considered at a later date, if needed. Alternatively, and as suggested in consultation, options to convert vacant churches into community social space could be investigated depending

on their location in relation to areas where services are needed and acquisition/reburishment costs.

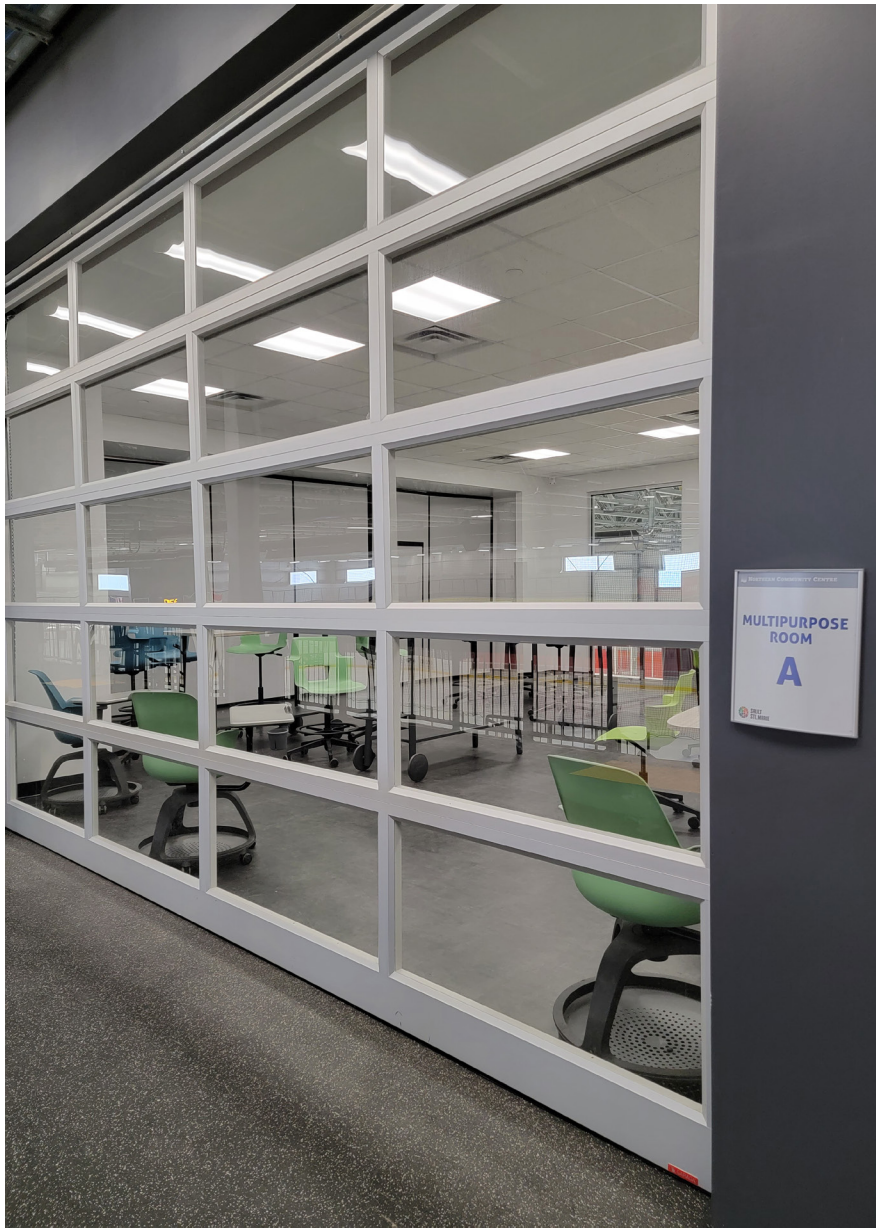
All of these possibilities will depend on a review of existing uses by facility or space and findings on opportunities to consolidate programs/uses in terms of aligning those that are compatible while maintaining an appropriate geographic and scheduling distribution. This exercise will also be tied to the above-note review of seniors program spaces.

Need for Improvements

Improvements to these spaces will be identified as shifts in programming/use are determined and required upgrades to accommodate changes are itemized for inclusion in capital budgets.

F 23: Review all existing uses of general program space by facility to identify opportunities to consolidate programs/uses in terms of aligning those that are compatible while maintaining an appropriate geographic and scheduling distribution of services.

F 24: Determine capital upgrades required to support changes in use.



3.4 Outdoor Recreation Facilities

Ball Diamonds

Existing Supply and Use

Table 3-8 outlines the supply of ball diamonds in Sault Ste. Marie:

Table 3-7: Ball Diamonds in Sault Ste. Marie.

Location	# of Diamonds		Notes	Other Providers
	lit	**unlit**		elementary, secondary and post secondary schools; field at Tarentorus Sports Club
Strathclair Sports Complex	1	4	batting cages; diamond 'A' recently lit and netting installed	
Elliott Sports Complex		5	3 senior; 2 junior	
Queen Elizabeth Sports Complex		1	regulation size but no fence, poor condition; 3 - 4 regular	
			user groups	
North Street Park Sport Complex	1		high quality diamond; LEDs to be added	
totals	**2**	**10**		
Sinclair Yards	1	6	property leased by Soo Minor Baseball from City and operated exclusively by the Association; not scheduled by	

The City owns 12 ball diamonds of which 2 are lit. Municipal diamonds are supplemented by those on property leased to Soo Minor Baseball Association (SMBA) at Sinclair Yards, which are owned, operated and maintained by SMBA, as exclusive users.[17]

Table 3-89 shows total prime time hours available for the months used in 2023 at Strathclair, North Street and Queen Elizabeth.. All diamonds were scheduled from June through August. Strathclair was also used in May.[18] For the assessment, prime time is based on use patterns and is defined as:

- weeknights: 5 hours on lit diamonds (6pm to 11pm) and 2 hours on unlit diamonds (6pm to 8pm)
- weekends: 14 hours on lit diamonds (9am to 11pm) and 11 hours on unlit diamonds (9am to 8pm)

Table 3-8: Total Prime Time May through August for 2023 Season

Location	Lit Diamonds		Unlit Diamonds	
	weeknights	weekends	weeknights	weekends
Strathclair (4 months)	440	462	704	1,452
North Street (3 months)	330	350	-	-
Queen Elizabeth (3 months)	-	-	132	275
Totals	770	812	836	1,727

Table 3-10 shows total prime time scheduled use for each location. It notes the peak month of use for weeknights and weekends, and associated hours and proportion of monthly capacity. Total seasonal use on weeknights and weekends is also shown.

The five (5) diamonds at the Elliott Sports complex include three (3) senior and two (2) junior fields. The senior fields are programming for league and tournament use. The junior fields are not used. In 2023, these fields were used exclusively by the Model Airplane Club as a temporary location for their activities. The Club has moved back to its home site for the 2024 season. For this reason, Table 3-10 does not include hours of use at the Elliott Diamonds.

17 Google maps shows 7 diamonds: https://sooball.com/Pages/1152/Sinclair_Yards/
18 September bookings were limited to the Strathclair diamonds and are not shown since all use was for a BBQ.

Table 3-9: Prime Time Scheduled Diamond Use by Location from May Through August 2023

Location/# of Diamonds	Peak Month Weeknights	# of Hours/% of Capacity	Peak Month Weekends	# of Hours/% of Capacity	# Weeknight Hours per Season / % Capacity	# of Weekend Hours per Season / % Capacity
Strathclair (5, 1 lit)	July	263 / 96%	August	166.5 / 36%	609 / 53%	341.5 / 18%
North Street (1, lit)	July	72 / 69%	June	22.5 / 20%	190.5 / 58%	22.5 / 6.4%
Queen Elizabeth (1)	July	35.25 / 84%	-	0	90 / 68%	-

These findings show that, except for the diamonds at Strathclair and the Queen Elizabeth diamond, which reach over 80% capacity on July weeknights, use is low - particularly on weekends. This is reasonable, however, given the focus of league activity at Sinclair Yards, which has been the home of the SMBA for over 25 years. Soo Minor Baseball offers recreational and competitive baseball in Junior T-Ball, T-Ball, Junior 9U, 9U, 11U, 13U, 16U, 18U and Open 18+ throughout the summer.

The seven diamonds at the Yards are sponsored by local companies and are named for these sponsors (e.g., Jeep Field, Superior Custom & Detailing Field, IDA Park). A Soo Today article from April, 2022 describes a recent sponsorship project on its main diamond: "In keeping with their ongoing support within our local community, IDA Pharmacy/Drug Mart and the Soo Minor Baseball Association would like to announce a joint venture down at Sinclair Yards Baseball Complex. IDA has committed $36,000 (or $2,400/year for the next 15 years) to place a new LED scoreboard on the main diamond down at the complex."[19] The complex also has a 5,600 sq. ft. amenities building with washrooms, a concession stand, pop machines, a conference room, locker room, umpire's change room, and an office. The Yards, therefore, are well suited for both a full regular season program and tournament hosting.

Future Supply and Demand

Strathclair Sports Complex is immediately adjacent to Sinclair Yards and is the most heavily used location among all those scheduled by the City. Whether or not this is a result of its proximity to the Yards is unclear. Essentially, however, both properties provide a total of 12 diamonds, 2 of which are lit, in a single location. Future investment in ball diamonds, therefore, should be directed to optimizing the potential of the Strathclair site to provide a major hub for community league use, and for tournament activity (e.g., by lighting additional diamonds).

In terms of overall supply related to use, the City has excess capacity on existing fields, which supports the possibility of repurposing the two junior diamonds at Elliott Sports Complex for other recreation uses. Future need for additional access to diamonds could be met by improvements and additional scheduling to the City's remaining facilities, including North Street, Queen Elizabeth and John Rhodes diamonds.

19 https://www.sootoday.com/local-sports/new-partnership-means-new-scoreboard-for-soo-minor-baseball-5257670#:~:text=In%20keeping%20with%20their%20ongoing%20support%20within%20our,on%20the%20main%20diamond%20down%20at%20the%20complex.

Need for Improvements

As noted in the 2022-2025 ACTION PLAN, dugouts have been recently installed at slo-pitch diamonds, in partnership with Sault Ste. Marie Slo-Pitch League. It is anticipated that required future improvements will be part of annual maintenance budget planning. Scheduling and monitoring community use of the Jo Forman track will help inform this evaluation.

F 25: Future investment in ball diamonds should be directed to optimizing the potential of the Strathclair site to provide a major hub for community league use, and for tournament activity.

F 26: Consider decommissioning the two junior diamonds Elliott Sports Complex and repurposing the space for other recreation uses.

Rectangular Sports Fields and Tracks

Existing Supply and Use

Table 3-11 outlines the supply of City-owned rectangular sports fields in Sault Ste. Marie, including soccer, football, and ultimate frisbee fields and a perimeter track. The City owns 31 fields, of which 4 are lit. Of this total, 27 are used exclusively for soccer, two are football fields and two are dedicated Ultimate Frisbee fields.

Table 3-10: Municipal Sports Fields in Sault Ste. Marie

Type	Location						Notes	Other Providers
	Strathclair Sports Complex		Queen Elizabeth Sports Complex		Elliot Park	Rosedale Park		elementary, secondary and post secondary
	lit	unlit	lit	unlit				
senior soccer	2	3			2		To clarify with Virginia; in an email since Wed. she has said 5 senior fields – maybe she only means at Strathclair.	
intermediate soccer		3			1			
junior soccer		7						
mini soccer				9				
football			2				also used for soccer	
Ultimate Frisbee						2		
track			1				8 lane Jo Forman track at Queen Elizabeth	

For the assessment, prime time is based on use patterns and is defined as:

- weeknights: 6 hours on lit fields and 4 hours on unlit fields
- weekends: 15 hours on lit fields and 14 hours on unlit fields[20]

20 Use patterns showed Saturday weekend use of 14 hours on unlit fields and 15 hours on lit fields. Since Sunday use totaled 8 hours only, Sundays were not included in prime time calculations.

Table 3-12 shows total peak prime time scheduled use for soccer and football fields by location. It notes the peak month of use for weeknights and weekends, associated hours and the proportion of monthly capacity. Peak use is shown by level of field for Strathclair. All fields are used May through August. The football fields at Queen Elizabeth are also used in September and October for a total of 45 hours on weeknights and 35 hours on weekends; Strathclair and Elliott Park fields are used in September.

Peak Prime Time Scheduled Field Use by Location from May Through August 2023

Location/# of Fields	Peak Month Weeknights	# of Hours/% of Capacity	Peak Month Weekends	# of Hours/% of Capacity
Soccer				
Strathclair				
Intermediate (3)	July	204 / 81%	July	42 / 11%
Junior (4)	July	166 / 49%	July	56 / 11%
Senior (5, 2 lit)	July	345.5 / 69%	July	43.5 / 6.7%
Queen E Mini	July	51 / 61%	May	8.5 / 8%
Elliott Park (2 sr., 1 int.)	July	140.5 / 55.8%	August	16.0 / 7.6%
Football				
Queen E (2, lit)	July	118 / 47%	June	49 / 20%

As the focus of soccer activity, Strathclair is by far the most heavily used facility. At the same time, maximum peak weeknight use in July is 81%. All other fields range from 47% to 69% capacity use during prime time. Collectively, July use at Strathclair comprises approximately 60% of the season's total, meaning that the remaining 40% is distributed over four

months (May, June, August and September). Peak weekend use in terms of capacity occurs at the Queen Elizabeth football fields in June. Other fields range from 7% to 11% capacity use during weekend prime time.

Collectively, July is the peak month for field use - especially on weeknights. Assuming 75% capacity use on playing fields is reasonable as a target, to permit some rotation for resting the turf while they are in play, only the intermediate fields at Strathclair are above this limit. All other fields can accommodate more prime time use. To some extent, pressure on fields during the peak month of July is addressed by lengthening the season.

Future Supply and Demand

As population increases over the term of the Master Plan, existing fields will meet additional unmet demand to some extent. Tracking prime time use by type of field, however, will better verify it across senior, intermediate, junior and mini soccer fields and the point at which capacity use is reached and will require additional facilities.

Sault Ultimate Players Association reported that City facilities are often not available when needed. Information provided by the City shows that the Rosedale fields are used exclusively by the Association, scheduled at the outset of each season, and that additional time is available, if needed.

Sault Minor Football indicated need for more space for practice than is currently available on City fields, and that fields are often not available when needed. As noted in Table 3-12, prime time use in relation to capacity on these fields suggests time is available.

Sault College expressed interest in exploring a potential partnership with the City to develop a new turf field and an 8-lane running track. At the same time, there appears to be community interest in pursuing upgrades at the Jo Forman track. The need for a high quality, state-of-the-art facility to host NOSSA events was noted several times.

The 2019 ACTION PLAN contains a recommendation to review and assess the Jo Forman Track surfacing needs and costs related to improvements. Needed investment was previously estimated at $1.5m. These figures should be updated and the School Boards, as continuing facility users, encouraged to contribute to costs. Potential new collaborations and agreements are discussed in section 5.0 on Service Delivery.

Need for Improvements

City plans include adding an additional washroom facility and water bottle filling station at the Strathclair soccer complex to improve accessibility. The Greater Northern Soccer Association have contributed capital funds for the installation of lights at Strathclair #1 and #2 fields, paid for installing the irrigation system, and contribute 50% to hydro and water consumption costs. The Association is interested in further improvements to the turf to facilitate play.

The Ultimate Association reported poor/hazardous field conditions because of hard pack terrain with many ruts/divots, and inadequate storage. The City should assess the field conditions for required improvements.

F 27: Clarify capacity target(s) for prime time use on rectangular sports fields by type and the need to rest natural turf.

F 28: Schedule all existing fields to achieve capacity use.

F 29: As part of ongoing consultation, clarify user groups' concerns about lack of field availability and needed improvements..

F 30: Review and update costs to resurface/upgrade the Jo Forman Track, and encourage School Boards to contribute to costs of improvements.

Cricket Pitches

The City owns one cricket pitch at Queen Elizabeth Sports Complex, which was built seven years ago to increase the diversity of sport opportunities in the community. Although the field is not heavily used, the City has a team that travels to play in other communities and hosts northern events at the Queen Elizabeth Complex.

Cricket Canada notes there are 820 clubs in the country, and the largest concentrations are in southern Ontario and greater Vancouver. Growth in participation is being driven by an increasingly multi-cultural national population and shortened versions of the game. The Twenty20 (T20) format, for example, has shortened the time to complete a match from the traditional six to eight hours to three. Table 3-13 shows total and introductory level growth in participation from 2012 to 2016.

Table 3-11: Participation in Cricket in Canada from 2012 to 2016[21]

	2012	2013	2014	2015	2016
Introductory (% total)	49,649 (85.2%)	60,084 (87.0%)	82,816 (85.5%)	95,640 (87.1%)	111,366 (87.6%)
Other levels	8,610	8,940	11,039	14,292	15,705
Totals	58,259	69,024	93,855	109,832	127,071

21 Source: https://cricketcanada.org/wp-content/uploads/2018/05/STRATEGIC-PLAN-1.pdf

During this period, the introductory program (Junior Kids) comprised a consistently large majority of participants. Figures for 2014 show the introduction of Modified Cricket as the next level up from introductory involvement. 2016 is the first year that a figure for Junior Players appears between Modified and Senior Players, which may reflect the progressive development of the younger levels over the five-year period. The figures also show very low participation at the senior women's level in all five years, which held steady at 60 players. Should cricket follow the route of other traditionally male-dominated sports, there appears to be considerable potential for growth in female participation.

The Cricket Canada Strategic Plan 2018-2020 Summary and Highlights[22] suggests a continuing focus on developmental programming through the following initiatives:

- developing a city-based youth program
- strengthening/expanding the school program
- community/recreational coach recruitment and development

The City of Sault Ste. Marie appears to have been 'ahead of the curve' in expanding its facility supply to include a cricket pitch. Some communities in areas where demand exists have not yet developed facilities. Others are finding it difficult to keep up with demand. The City of Toronto, for example, notes cricket is one of three sports for which there is unmet demand for facilities. It is both strong and growing in child and adult involvement, and its extent has been unexpected.[23]

Sault Ste. Marie, therefore, is well set to accommodate growth in cricket at all levels and support growth among younger age groups. The 2019 ACTION PLAN indicates the pitch comprises an official size facility with storage shed and batting cage in a shared field model.

Although current use levels suggest another cricket pitch will not be required during the term of the Master Plan, continuing to monitor and track facility use will be important to long term planning and identifying changes in participation levels generated beyond population growth.

F 31: Continue to support the development of cricket as part of community sport through asset maintenance and tracking facility use.

22 Source: https://cricketcanada.org/wp-content/uploads/2018/05/STRATEGIC-PLAN-1.pdf

23 Matt Gurney, Jan 9, 2020. (https://www.tvo.org/article/end-of-an-ice-age-part-3-why-youthhockey-can-still-besaved)

Courts: Tennis, Pickleball and Bocce

Existing Supply and Use

Table 3-14 outlines the supply of City-owned courts in Sault Ste. Marie, including tennis, pickleball, dual tennis/pickleball, and bocce. The City owns eight tennis, eight pickleball, 12 tennis/pickleball, and four bocce courts. The Elliott courts are scheduled by Soo Pickleball. The remaining courts are available for casual play.



Table 3-12: Municipal Courts in Sault Ste. Marie

Location	Type					Other Providers
	tennis	pickleball	dual T/PB*	bocce		Marconi Multi-Cultural Event Centre (3 indoor bocce) The Rink: new commercially operated, covered 3+ pickleball courts in summer at the Machine Shop (https://machineshopinc.ca/century-21-the-rink) Algoma University: 2 outdoor tennis courts Sault College: 2 outdoor tennis courts
North Street Sports Complex	2				home to club; do not want dual courts	
Manzo Park			2	2	Manzo bocce both lit; planned for upgrades	
Elliott Sports Complex		8		2	potential hub for bocce	
Snowden Park			2			
Merrifield Park			2			
Wilcox Park			2			
Birchwood Park	2					
Sutton Park	2					
Boston Park			2			
Penhorwood Park	2					
Lasalle Park			2			
totals	**8**	**8**	**12**	**4**		

*2 dual = 2 tennis courts and 2 pickleball courts on the same court surface

The eight pickleball courts at the Elliot Sports Complex is home to Soo Pickleball and provides a focus for organized activity. Elliot Sports Complex should continue to be the location for formal pickleball activity through scheduling either by the City or Soo Pickleball. It was noted in the user group survey that the courts are not properly surfaced, and there is no shaded seating.

The Tennis Association uses outdoor courts at Algoma University and Sault College. It was noted that the City's courts are not conducive to organized use as they cannot be booked, are not well maintained, and only one site has washrooms. It was also noted that tennis has lost courts to meet the rapidly growing demand for pickleball facilities.

Tennis courts, therefore, should remain designated as such, be assigned priority for improvements needed to accommodate organized activity and begin to be scheduled - either by the City or through the Tennis Association. The 2019 ACTION PLAN indicates that the City has evaluated its inventory and use of public tennis courts with the objective of preparing a plan for resurfacing and lining. This program will fit with the interests of organized tennis in accessing and scheduling good quality facilities. Scheduling for all types of courts should also allocate designated times for casual use by the community, in both prime and non-prime time periods.

Future Supply and Demand

After courts are ready to be allocated for organized use and scheduling is instituted, use can be monitored and tracked to determine future need to add to supply. Demand will be driven by a combination of population growth and participation levels in relation to the ability of existing courts to accommodate more use.

Whether or not bocce courts are formally scheduled or casual use only, activity should be monitored to determine the potential need to provide additional courts in response to growth that might be the result of City and partner efforts to regenerate participation. As noted in the discussion on service planning and evaluation, periodic, rotating checks on unscheduled facilities should be made to document use at different times. It is not anticipated that population growth alone will result in the need for more courts.

Need for Improvements

As noted above, there are improvement needs reported for all courts before the three sports - tennis, pickleball and bocce - can better thrive in Sault Ste. Marie. The City is in the process of attending to these as opportunities for collaboration and budget are available. In the interests of equity, priority should be assigned to improving some courts for each type of sport in the short-term, where it is feasible to do so from a cost perspective. Required improvements to remaining courts can be addressed once a 'basic' level of service is established.

F 32: Provide facilities for organized tennis and pickleball to support formal community-based programming by the Tennis Association and Soo Pickleball, while ensuring court scheduling includes designated times for casual use by the community, in both prime and non-prime time periods.

F 33: Provide equitable support for organized tennis, pickleball and bocce activity by assigning priority to improvements to some courts for each type of sport in the short-term and addressing improvements to remaining courts once a 'basic' level of service is established.

F 34: Monitor and track all court use to determine use in relation to capacity and the need for future additions to supply.

3.5 Arts, Culture and Heritage Facilities

Supply and Use

Sault Ste. Marie is home to a wealth of assets related to the arts, culture and heritage. The City-owned Roberta Bondar event Pavilion, the Sault Ste. Marie Museum and its Public Libraries are part of a network of facilities and sites including the Art Gallery of Algoma[24], the Sault Community Theatre Centre, Downtown Plaza, the Canadian Bushplane Heritage Centre, and the Sault Canal Lock and Ermatinger Clergue the last two of which are National Historic Sites. The municipality is responsible for the latter of the two National Historic Sites. The City has a total of 39 designated heritage properties for which it is responsible, either through ownership or by support through grants and rebates to property owners.

The Roberta Bondar Pavilion is an outdoor venue accommodates a variety of special events including concerts, festivals, fundraising activities, ceremonies and wedding receptions. The Tent Pavilion facility can be booked on a part-day or full-day basis by individuals and not-for-profit and commercial groups. The Pavilion structure provides 14,000 square feet of covered open space that can seat up to 1,750 people. The facility is equipped with a stage, dressing rooms,

24 The Art Gallery of Algoma is in the process of preparing a plan to build a new, larger state-of-the-art facility.

storage space, warming kitchen, public address system, tables and chairs and an outdoor amphitheatre.

Between 2017 and 2022, 2019 accommodated the largest number of events (96) at the Bondar Pavilion. The first year post-COVID (2022) hosted the second highest number at 86, which was much closer to that of 2019 than either the 48 or 62 events in the previous two years. The 2023 targeted number of events is 80 and, while this number is below both totals for 2019 and 2022, the number of people who have attended events so far this year 73,244. This figure considerably exceeds that which was targeted for the whole of 2023 and is also higher than total attendance numbers in 2019 and 2022 - 61,925 and 64,981, respectively.

The Ermatinger Clergue National Historic Site (ECNHS) is a cultural feature and attraction in Sault Ste. Marie. It operates year-round and comprises an interactive Heritage Discovery Centre and two of the oldest stone buildings, located northwest of Toronto - the Ermatinger Old Stone House and the Clergue Blockhouse. Between 2017 and 2022, visits to the Ermatinger Clergue National Historic Site (ECNHS) peaked in 2019 at 31,065. Visits to date in 2023, at 26,708, have already exceeded targets and are considerably higher than either 2017 or 2018 totals - 21,107 and 22,517, respectively. Understandably, trends in numbers of tours and programs delivered were similar.

The Sault Ste. Marie Museum houses five permanent galleries, an exhibition gallery, program space, and a gift shop. It is owned by the City and governed by a not-for-profit Board, which is allocated about $200,000 annually for operations and programming. Consultation with staff indicated that the Museum is well used for programs and visits, and the Board submits an annual report to Council on programs, participation levels, visitors, income and expenses.

Future Supply and Demand

While available information shows a definite post-COVID rebound and growth in visitors/participation at both the Roberta Bondar Pavilion and the ECNHS, it is not clear whether these facilities and associated programs could accommodate increases in events, visits or participants – both from physical capacity and staffing perspectives. Service monitoring and evaluation practices will help inform the potential to optimize use of these assets.

Many of these features, which are unique to Sault Ste. Marie, are located in the downtown core and/or along the waterfront (i.e., ECHNS, Museum, Art Gallery, Bondar Pavilion and Bushplane Heritage Centre). This is beneficial to serving both residents and visitors within an identifiable 'arts, culture and heritage district' by making visits to several attractions easy. In this way, 'demand' is facilitated by proximity. It might be further encouraged by several attractions being bundled in 'packages' at a collective, reduced entry fee, a 'passport' purchase to all attractions or discounted tickets if purchased online in advance of visits.

Another opportunity that was mentioned in consultation was using the bandshell at Bellevue Park to provide more events. It was noted that it appears to be underused in relation to pre-

COVID activity. It was also noted that this has also been the case at the SOO market site (now adjacent to the Downtown Plaza) since COVID shut-downs. As a new facility, however, use will increase over time.

In early December 2023, it was announced that Algoma University will be the location of the Makwa Waakaa'igan centre of cultural excellence, Truth and Reconciliation, learning and healing. The University has been awarded $5m in funding from the Canada Cultural Spaces Fund. "The $43.3 million project to be built on the Algoma campus through the leadership of the Children of Shingwauk Alumni Association (CSAA), a community of Residential School Survivors and their descendants…The facility will serve as a centre of excellence for sharing global Indigenous practices. Makwa Waakaa'igan is expected to draw more than 35,000 visitors annually and contribute to the education of 15,000 post-secondary and high school students. Construction is scheduled to begin in 2024 with a grand opening slated for 2026."[25]

The Centre will be a significant new cultural resource in northern Ontario and may offer opportunities to collaborate and increase the contribution of Indigenous culture and knowledge to City programs and events.

Need for Improvements

As with other City facilities, these assets would be included in ongoing asset management work.

F 35: Include all City-operated arts, culture and heritage facilities that are programmed in service monitoring and evaluation to establish use in relation to capacity and determine the potential to grow activity at these locations.

F 36: Initiate the concept of an Art, Culture and Heritage District in the downtown core and along the waterfront as a focus for promotion and attraction.

F 37: Continue to build local events programming at the Bellevue Park bandshell.

25 https://www.sootoday.com/local-news/algoma-u-receives-major-funding-boost-for-new-indigenous-cultural-centre-7937755

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4.0 Parks and Trails

4.1 Introduction and Background to the Assessment

This section of the Plan focuses on parks, trails and park amenities for unstructured use, for example, playgrounds, picnic areas, skate parks, outdoor rinks, and splash pads etc. Outdoor facilities used for organized sports (such as ball diamonds, soccer fields, tennis and pickleball courts), are discussed in section 3.0, Recreation Facilities. The section is organized into three parts:

1. Introduction, including overview of what we heard and inventory
2. General Park and Trail Recommendations, which provide strategic, overarching direction for the delivery of parks and trails, and recommendations that apply to all spaces in general
3. Parks and Trails Site-specific Recommendations, which provides recommendations for specific park and trails

What We Heard

The following bullets summarize key, overarching feedback related to parks and trails received from consultations with Council, staff, user groups, partners, and the community.

General

- Overall, there is an adequate number and quality of parks and trails
- Need to refresh and add new equipment, painting, etc. to maintain aesthetics
- Playgrounds and neighbourhood parks need attention (multiple comments)
- Winter maintenance of trails at Bellevue park
- Parks, trails, and outdoor facilities had the greatest levels of satisfaction (compared to indoor facilities and programs and events) with a total of 71% of online survey respondents selecting satisfied or somewhat satisfied
- Interest in acquiring Kinsmen Park
- Increase and improve signage at parks
- Increase accessibility for all ages
- When asked to what extent respondents think the City should focus on when developing and providing future parks and recreation services, waterfront spaces/access (71%), indoor facilities/programs (51%), and neighbourhood parks (40%) were in the top three selected responses (random resident survey)
- Sixty-two percent (62%) do not use outdoor parks and facilities (random resident survey)
- Eighty-six percent (86%) do not think additional indoor or outdoor recreation facilities are needed (random resident survey)
- Eighty-one percent (81%) do not use trails (random resident survey)
- Online mini survey: 71% (largest group) prefer self-directed activities (e.g., cycling, running, swimming etc.); 62% use trails, 57% spend time at waterfront

Specific Amenity Requests

- Dog park in west end
- Splash pad needed downtown and in west end
- Camping at Hiawatha and/or Point Des Chenes
- Trail amenities like canteens, washrooms
- Park features that can be used by a variety of ages

Inventory

Table 4-1 contains a summary of key park amenities in the City for unstructured use.

Table 4-1: Summary of key park amenities for unstructured use in the City

Amenity Type	Quantity
Playground	63
BMX pump track	1
Skate Park	2
Basketball court	7
Splash pad	3
Ultimate Frisbee/Disc golf courses	3
Dog park	1
Outdoor ice rink	6
Outdoor pool	2
Beach	1
Total number of parks	**80**



The provision levels of these park amenities was compared against comparable municipalities, in Table 4-2. Park amenity provision varies widely depending on the specific context of any municipality, and there are no hard standards/best practices, so these numbers are provided only to give an idea of what is provided by somewhat comparable municipalities. Overall the amenities in Sault are in line with others.

Table 4-2: Comparison of seleced park amenity provision in Sault Ste. Marie

	Municipality and 2021 Census Population							
Facility	**City of Sault Ste. Marie 72,051**		**City of Timmins 41,145**		**City of Thunder Bay 110,172**		**City of Sarnia 72,047**	
	#	**ratio**	**#**	**ratio**	**#**	**Ratio**	**#**	**Ratio**
Disc Golf	2	1:36,025	0	-	1	1:110,172	1	1:72,047
Outdoor Rinks	6	1:12,008	4 (1 is loop)	1:10,286	40	1:2,754	0	-
Playgrounds	63	1:1,144	42	1:914	UN*	-	UN*	-
Splash Pads	3	1:24,017	1**	1:41,145	5	1:22,034	1	1:72,047
Basketball/Multi-sport Courts	7	1:10,293	0	-	0	-	0	-
Skateparks	2	1:36,025	2	1:20,573	6	1:18,326	0	-
BMX Pump Tracks	1	1:72,051	0	-	1		0	-
Leash-free dog parks	1	1:72,051	0	-	0	-	0	-

** also one in Conservation authority property

UN* undetermined

4.2 General Park and Trail Considerations

This section discusses focus areas to be prioritized, for the parks and trails systems as a whole.

The focus areas discussed include:

- Parkland Classification and Provision
- Implementing the Park Revitalization Plan
- Providing ample free, unstructured outdoor recreation opportunities
- Improving accessibility
- Horticulture and community gardens
- General (overall) trail priorities

Parkland Classification and Provision

Classification

The 2022 DRAFT Official Plan provides a basic parkland classification system, which has been adapted in Table 4-3 with approximate size guidelines and examples of existing parks that fall within each category. The classification system is a guide rather than a set of rules. For example, typical sizes are provided based on best practices among municipalities, and consideration for the sizes of existing parks in the Sault. For example, the size range provided for neighbourhood parks takes into account the small size of the majority of the parks in the Sault (42 parks under 1.0 hectare, half of which are under 0.5 Ha). The majority of the parks that are less than 0.5 hectares function as neighborhood parks, rather than parkettes. Going forward however, new parks should meet or exceed the typical sizes provided here for their type.

Table 4-3: City of Sault Ste. Marie parkland classification system

Park Type	Typical Size	Description of Park Type per Draft Official Plan, 2022, section 6.1 Parks and Recreation	Examples
Community Park/Trail	2.0 Ha or greater	• Serve as destinations for active recreation and become focal points for the City • Provide a range of built and natural facilities for organized and unorganized recreational activities and accommodate a wide variety of social and cultural activities • Be designed and maintained to be easily accessible from all parts of the City and beyond by: ◦ Ensuring easy access to public transit ◦ Adequate on-site parking ◦ Appropriate pedestrian facilities • Incorporate natural or cultural heritage features, as appropriate • Provide opportunities catering to the local neighbourhood and community	• Bellevue • Pointe Des Chenes • Elliott Sports Complex • Waterfront Boardwalk • Strathclair Sports Complex • Manzo Pool

Park Type	Typical Size	Description of Park Type per Draft Official Plan, 2022, section 6.1 Parks and Recreation	Examples
Neighbourhood Park/ Trail	0.6 - 2.0 Ha	• Provide a range of opportunities and experiences for youth recreational needs as well as a broader demographic, including but is not limited to play structures, pathways, gathering areas, sports fields, community gardens and multi-use pads/courts • Have a safe walkable service radius about 800m, without the need to cross major barriers, such as non-signalized intersections at arterial streets • Include amenities that attract residents from beyond the 800m safe walkable service area where appropriate • Incorporate natural or cultural heritage features as appropriate. • Are generally not provided in the rural area or required as part of any rural estate subdivisions	• Lasalle • Drake St. • Wilcox
Parkette	0.5 Ha or less	• Parkettes primarily exist and will be developed in the Downtown core, providing small scale recreational, cultural, and social interaction opportunities • Parkettes may also be developed as a temporary use until such time that a property is developed or redeveloped	• Korah • Bruce St. • John St.
Linear Parks	Undefined	• Off-road wherever possible and supported by on-road links where necessary • Facilitate accessibility and safety by providing multi-use pathways through and to residential areas • Incorporate the trail system with other recreational components such as parks	• John Rowswell Hub Trail

Provision and Distribution of Parkland

The City has 80 parks in total (including the new Downtown Plaza opening winter 2023), which are evenly distributed across the five wards, both in terms of number of parks and geographic distribution. Figure 4-11 from the Official Plan Background Report (2021) shows the 800m safe walking distance from each park. The safe walking areas almost completely cover the map, indicating almost all residential areas have safe, close access to a park. Figures 4-2 to 4-6 provide a closer view of the locations of each park.

It should also be noted that there are areas where subdivisions are in various stages of approval/development, and parkland has not yet been dedicated and/or not yet developed. This is the case east of Dacey Road where two subdivisions will have neighbourhood parks in the future.

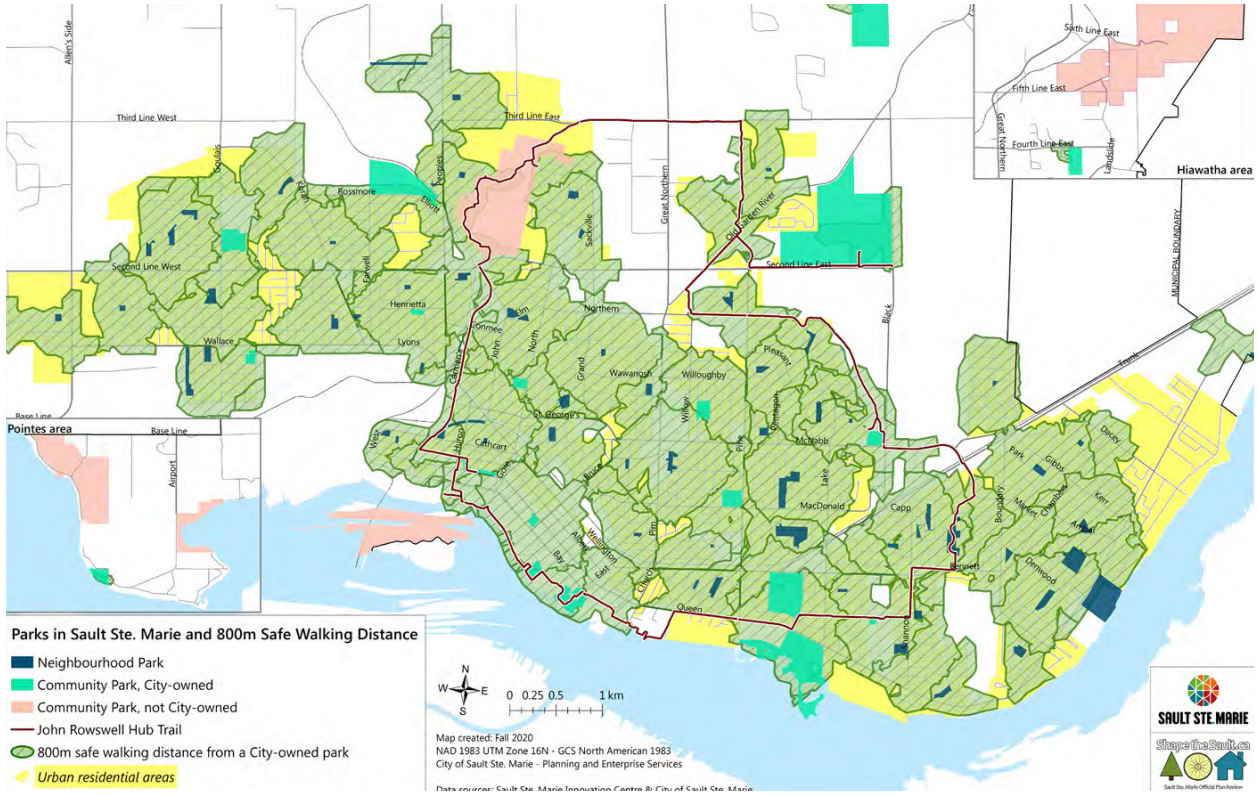
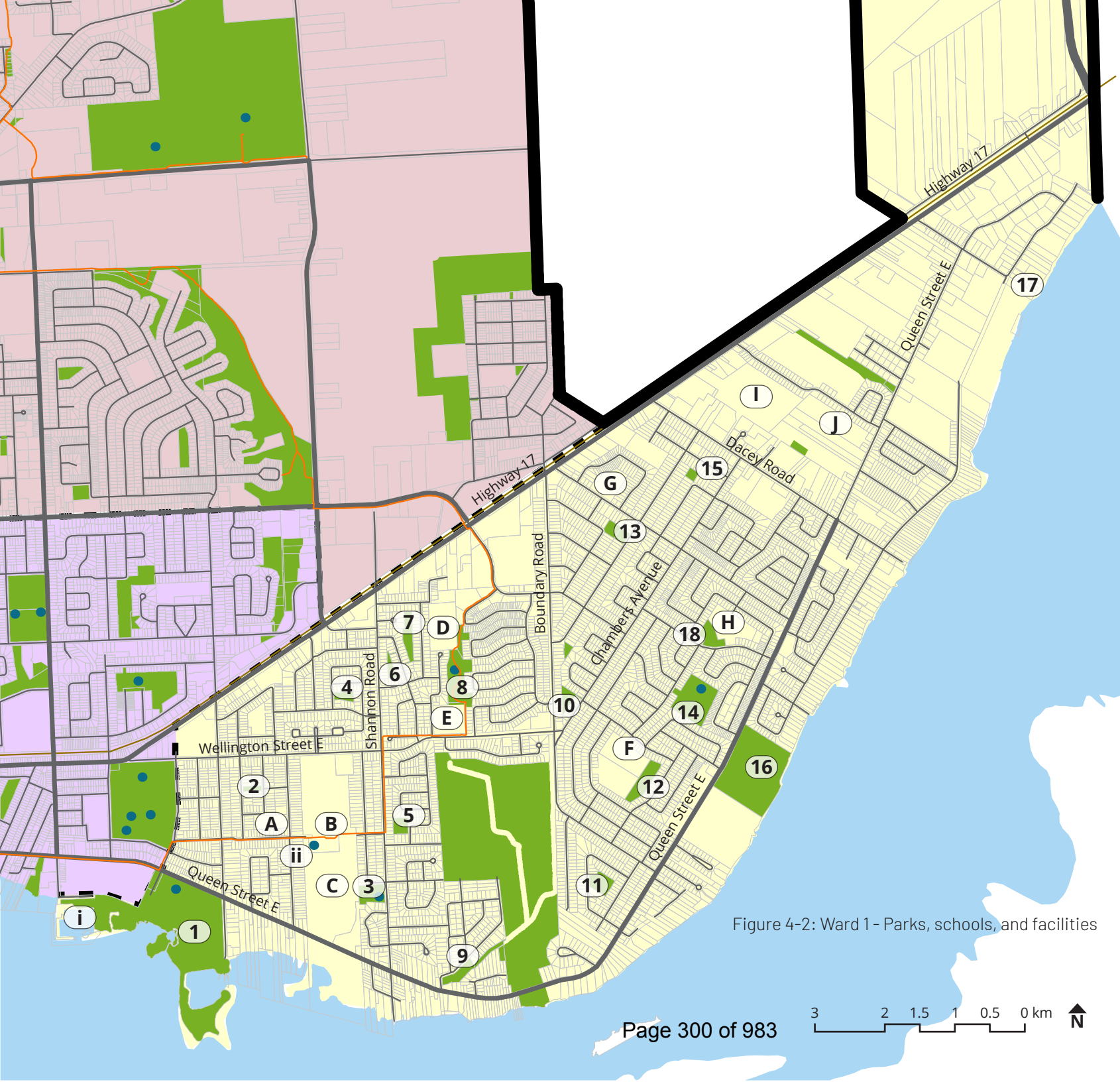


Figure 4-1: Safe walking distance (800m) from each park*

* Sault Ste. Marie Official Plan Review Background Report, 2021, p137



Ward 1

Parks

1 Bellevue Park
2 Retta Park
3 Snowdon Park
4 Meadow Park
5 Joseph Park
6 Indiana Park
7 Arizona Park
8 Sutton Park
9 Drake Park
10 Clark Court
11 Centennial Park
12 Grandview Park
13 Littner Park
14 Birchwood Park
15 Glenwood Park
16 East End Park
17 Fournier Park (undeveloped)
18 Parkland Park

Schools

A École publique Écho-des-Rapides
B Anna McCrea P.S.
C Algoma University
D Eastview P.S.
E Holy Cross C.S.
F Grandview P.S.
G St. Mary's French Immersion C.S.
H Parkland P.S.
I White Pines H.S.
J Pinewood P.S.

Trails

John Rowswell Hub Trail

Facilities

i Bellevue Marina
ii Anna McCrea Outdoor

Figure 4-2: Ward 1 - Parks, schools, and facilities



Ward 2

Parks

1 Anna Marinelli Park
2 Downey Park
3 John St. Park
4 Esposito Park
5 Roberta Bondar Park
6 Clergue Park
7 Bruce St. Park
8 Hamilton Park
9 Poplar Park
10 Bishop's Court Park
11 Victoria Park
12 Upton Park
13 Penhorwood Park
14 MacDonald Park
15 Boston Park
16 Captain Nichola Goddard Park
17 Greco Pool
18 Queen Elizabeth Sports Complex and Park

Schools

A Kina Awiiya
B Holy Angels Alternative School
C Francis H. Clergue P.S.
D Queen Elizabeth P.S.
E Riverview P.S.

Trails

John Rowswell Hub Trail

Sports Complex

i GFL Memorial Gardens
ii John Rhodes Community Centre

Figure 4-3: Ward 2 - Parks, schools, and facilities

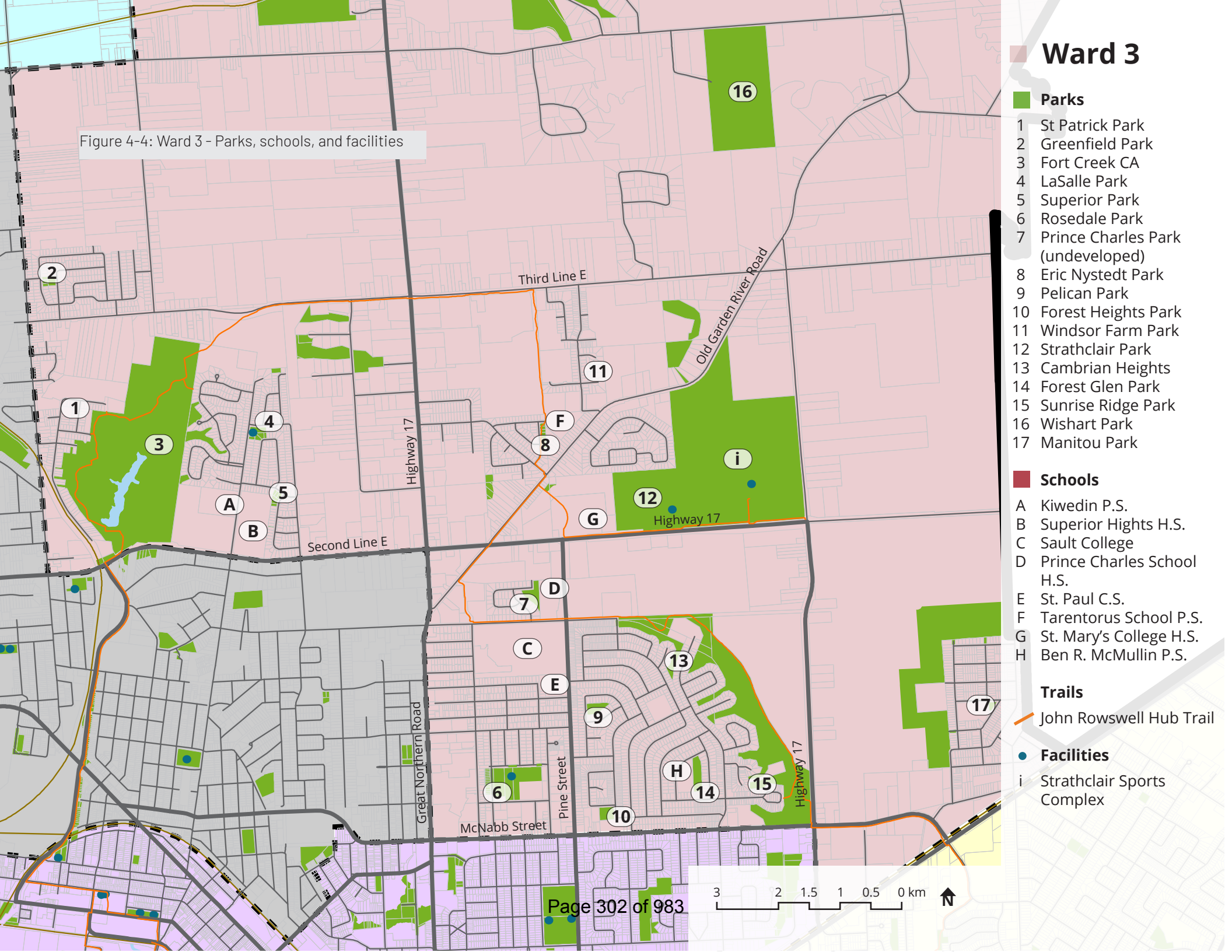


Figure 4-4: Ward 3 - Parks, schools, and facilities

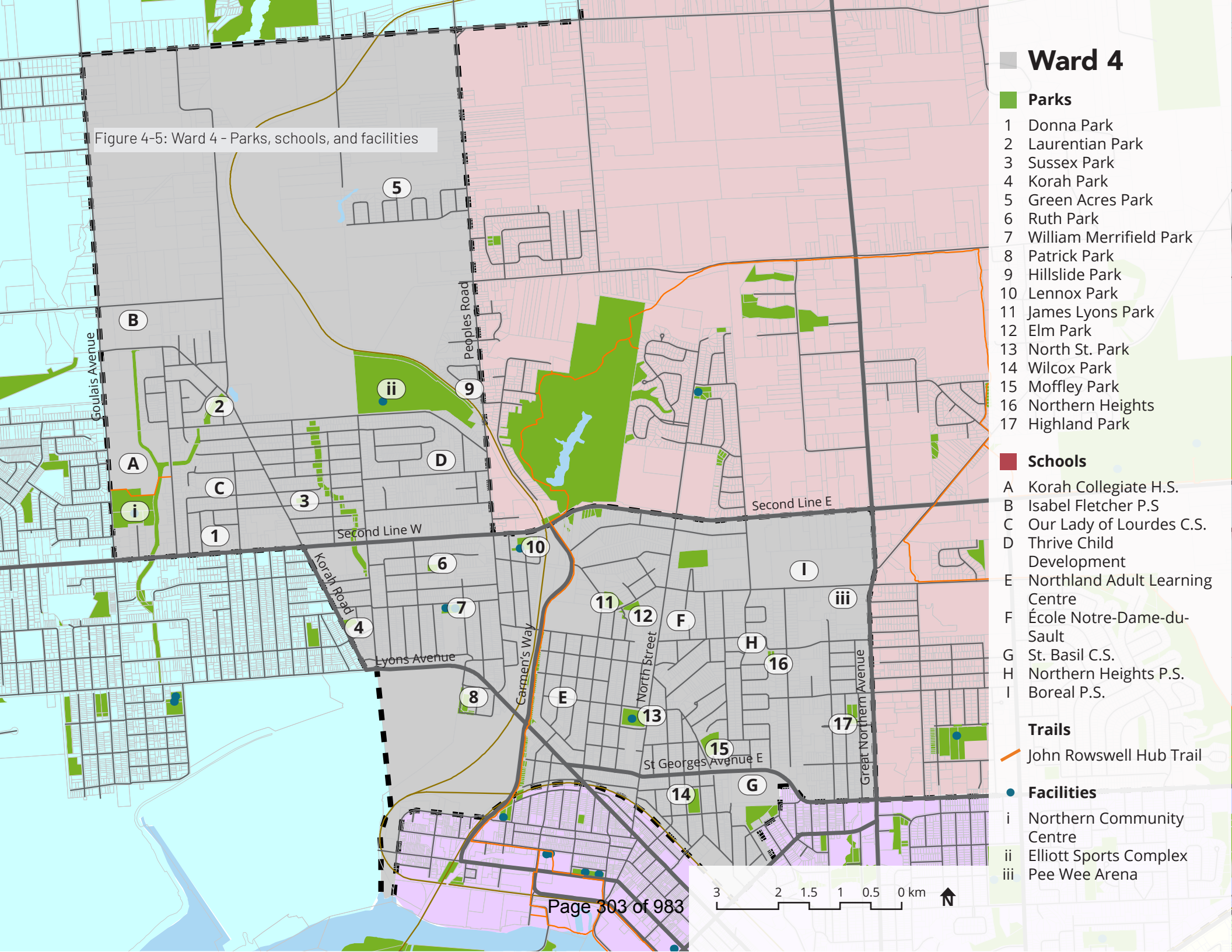
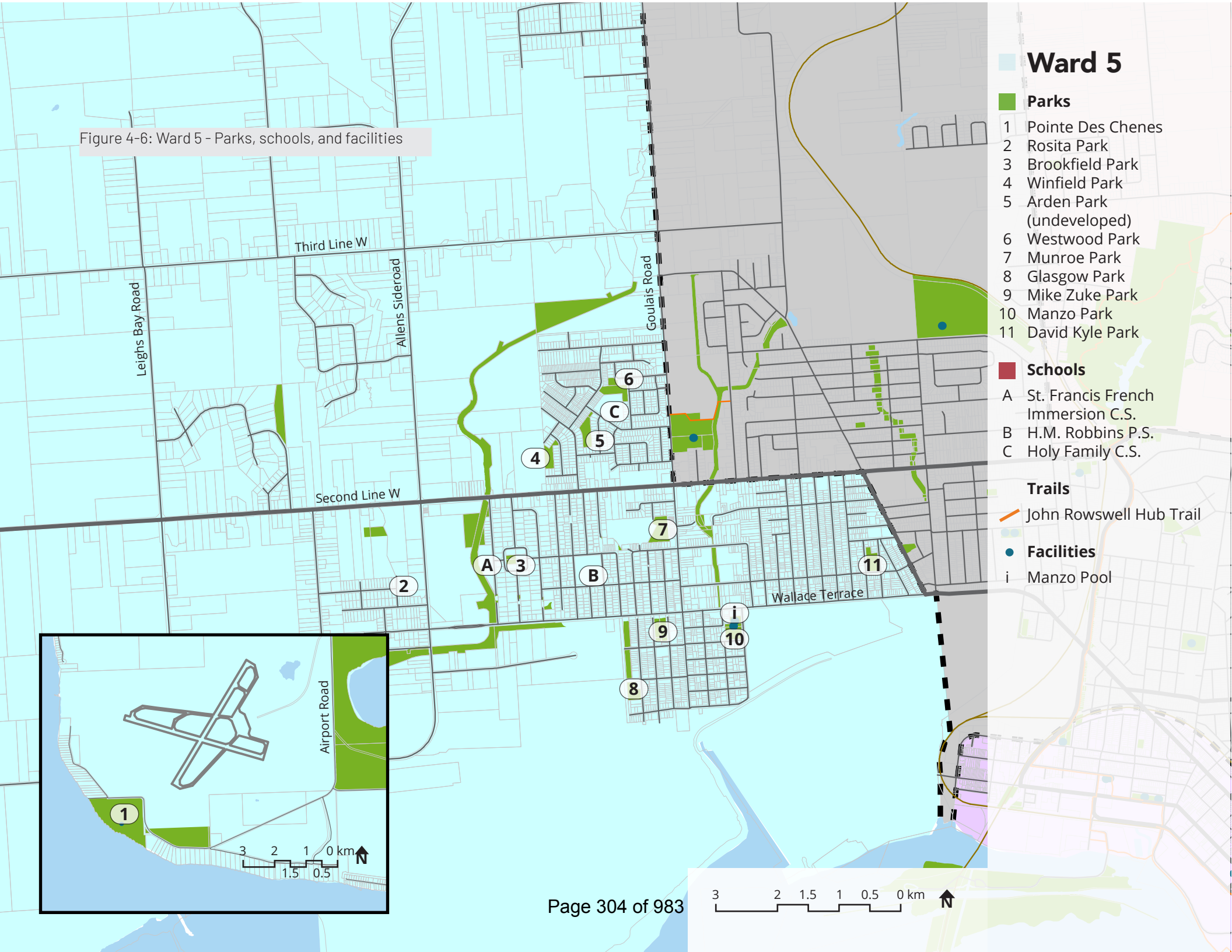


Figure 4-5: Ward 4 - Parks, schools, and facilities

Figure 4-6: Ward 5 - Parks, schools, and facilities



The City has succeeded in providing ample access to parks to residents, in terms of amount, but more importantly in terms of close access. This was illustrated in Figure 4-1 that showed most residents are in safe walking distance to parks, and was further enforced through consultations with Council, staff and residents, who indicated consistent agreement that the City does not need to add to park supply, but rather needs to focus on improving existing parks, amenities, and facilities.

In addition to the numerous municipal parks, residents of the Sault have access to extensive natural spaces for recreation within and beyond the City limits (including Hiawatha Highlands, and Fort Creek Conservation Area).

In order to support the community's priority of improving existing parks, the City should adopt the new Parkland Dedication By-law that was developed alongside this Plan. The proposed By-law suggests that parkland dedication should be applied to most forms of development, not only to new lot creation (as is the case now). In addition to this, the City should consider accepting cash-in-lieu for new developments except in cases where a new residential subdivision is further than 800 - 1000m from an existing park. In those cases, the City should accept parkland, and the parkland should be large enough (e.g., greater than 1.0 ha), and suitable for recreation purposes. This means that leftover landscaped spaces such as awkward slivers of land, sensitive environmental features, boulevard mediums, roundabout centers, or traffic island gateway features should not qualify as park space as part of parkland dedication from developers.

PT 1: Adopt the updated parkland classification system.

PT 2: Leftover landscaped spaces such as awkward slivers of land, environmentally sensitive features, boulevard mediums, roundabout centers, or traffic island gateway features should not qualify as park space as part of parkland dedication from developers.

PT 3: New parkland should be located with consideration of the access map (Figure 4-1), to provide parks or trails to those in areas who are not currently within 800-1000m of an existing park.

PT 4: New subdivisions that are not within 800-1000m of an existing park should require parkland, and ideally a parcel greater than 1.0ha for maximum benefit to the community.

PT 5: Infill and smaller developments in the urban area may accept cash-in-lieu if there are parks, trails, natural spaces, or recreation facilities relatively nearby (up to 1,000m away).

Park Revitalization Plan

In 2019 City staff conducted an analysis of all parks, focusing on play equipment, and applied scores based on the population demographics in the area (including age and income), walkability, and age of playground equipment (Table 4-5). The analysis resulted in a prioritized list of park equipment requiring updates, with three parks identified per year from 2021 to 2025, and a single park for the first year of the program in 2020 (Table 4-4). Since that time, funding has only been granted for the first park in 2020, Anna Marinelli Park, which was upgraded. A second park, Rosedale, was upgraded through a fundraiser initiated by Kiwanis Club, which was matched by City in-kind service.

Table 4-4: Neighbourhood Park Revitalization Timeline

Planned Year of revitalization	Parks to be revitalized
2020	• Anna Marinelli
2021	• Rosedale Park • Parkland Park • Downey Park
2022	• Wilcox Park • Westwood Park • Manitou Park
2023	• David Kyle Park • Mike Zuke Park • Ruth Street Park
2024	• Esposito Park • Laurentian Park • Sutton Park
2025	• Sussex Park • John Street Park • Boston Park

The current Park Revitalization Plan focuses on playground equipment. Indeed the City's inventory of play equipment

Table 4-5: Park analysis form used to rank and identify parks in need of revitalization

Criteria	5	4	3	2	1
Size (area)	Under 1 ha	up to 2 ha	to 3 ha	to 4ha	above 5ha
Playground Equipment/or Amenities (benches/paths or other features) & Age	open green space (no equipment/ benches)	3 play pieces Equipment age prior to 1990's	2 play pieces Equipment age between Year 1990 & 2000	Scott creative + swings Equipment age between 2000 -2005	5=5 play components Equipment age after 2005
Total Population (500 meter of park)	Over 1000 people	750 to 1000 people	750 to 500 people	250 to 500 people	Under 250 people
Household Median Income	Under $35,000	$35,000 to $55,00	$55,000 to $75,000	$75,000 to $100,000	Over $100,000
Neighborhood Walkability 1km- To another park	1 other location	2 locations	3 locations	4 locations	Over 4 location
Low Income Household Status %	Above 50%	Above 40%	Above 30%	Above20%	Above 10%
Total					

Notes:

- Park analysis is applied to each municipally owned developed, undeveloped and naturalized park in parallel with the neighborhood it services.
- Each park area will be scored on a 1 to 5 scale using the measurables as identified below. (1 is low need and 5 is high need).
- In 1990's all wooden play structures were removed and replaced with Scott Packs. This revitalization was the last major playground equipment replacement.
- Parks with the highest total scores (Maximum 30) are locations that show evidence of consideration for revitalization.

includes some very aged pieces, and this should be a top priority for investment. In addition to the play equipment, when a park is being revitalized this should also include updates to accessibility (see below), pathways/trail connections, signage, seating, and plantings (e.g., trees, gardens, addition of naturalized areas, etc) (if applicable).

City staff applied a strong analysis to determine the needs and priorities of park revitalization, and this project should be supported and funded. Funding has been allocated for upgrades to three parks per year in the implementation strategy of this Plan (this funding could come from, for example, cash received in lieu of parkland dedication). The parks selected per year should be in accordance with the prioritized list of the Park Revitalization Plan. As the City grows and demographics shift, the prioritized list should be revisited periodically and scores re-assessed to ensure they still reflect the demographics and needs of each community. As the original list was created based on 2016 census data, it is due to be updated with 2021 data.



PT 6: Incorporate improvements to pathways/trail connections, accessibility, beautification, signage, naturalization, tree planting, etc. into the Park Revitalization Plan.

PT 7: Provide funding for implementation of the Park Revitalization Plan, aiming for at minimum three parks improved per year.

PT 8: Update the Park Revitalization Plan based on 2021 census data, and reassess the scores applied to each park every two to four years (as asset management needs dictate and as new census data becomes available), and adjust the prioritized list of parks as needed.

Accessibility and Comfort

Accessibility is often discussed as a standalone issue, with the focus on meeting minimum requirements – usually this means complying with Accessibility for Ontarians with Disabilities Act (AODA) standards. However, the general improvements discussed here have multiple, overlapping benefits that not only address accessibility, but serve to support public health and make the spaces safer, more comfortable, and more usable (e.g. in different seasons, and for different activities). Together, the following improvements will make parks accessible to users of all ages and ability levels, encourage residents to spend time outdoors year-round, and convene different communities and cultures to come together through recreation.

Accessibility

Parks need to be upgraded over time to ensure infrastructure meets Design of Public Spaces (DOPS) and AODA standard requirements regarding seating (benches and picnic tables), playground equipment, playground safety surface, and pavement surface/path of travel (including tactile warning strips, handrails, and ramps). Safe and accessible paths of travel should be provided through parks with connections to amenities. Pathways to Recreation Accessible Outdoor Spaces is a well written guide staff can use as a reference.

The City should conduct an audit of its parks to determine the degree of compliance with AODA and DOPS standards (this can be incorporated as part of the Park Revitalization Plan), and update its internal inventories and public web directories

accordingly. Completing the audit will allow the City to have a clear picture of the status of accessibility in each park, and will help to then develop a prioritized plan for upgrades based on need. This audit should be completed in consultation with the City's Accessibility Advisory Committee.

The City should incorporate changes to meet accessibility standards as part of routine upgrades and repairs as park amenities reach their end of life cycle. Examples of upgrades to playground accessibility include:

- Poured in place rubber or rubber tile safety/fall surface
- Cast in place flush concrete curb around perimeter of playground to retain safety surface and allow for barrier free access
- Playground design that meets minimum accessibility requirements as per CAN/CSA Z614-07 Annex H: Children's Playspaces and equipment that are accessible to persons with disabilities

Another key accessibility consideration for parks and trails is providing rest areas at regular intervals. There is no single agreed-upon standard for this, as it is dependent on the particular situation, and many municipalities decide on their own standard. The Illustrated Technical Guide to the Design of Public Spaces suggests every 30m, though this may not be applicable in every space - this may be more suitable for smaller urban parks, rather than long trail segments. As another example, the York Region standard for accessible trails is every 350m apart, and this is referring to longer, natural trails.

Further, all new development parks should incorporate accessibility in the design phase.

Shelter from Sun and Rain

As a matter of community health and safety, and to support use of parks and trails in all weather, adequate shelter needs to be provided in each park, or at key trail locations, either through the tree canopy or a built structure. This is particularly important in playgrounds, picnic areas, and sport fields where people often spend considerable time exposed to the sun, especially vulnerable populations such as children and seniors. Given the importance of providing shade in parks, shade structures and/or additional tree planting should be incorporated into all parks. The same consideration should be made for trail segments that have long stretches that lack rest areas and/or shade. Strategic tree planting should be a priority for the myriad benefits provided (e.g., shade, carbon sequestration, stormwater management, etc.). In the immediate and short term, however, shade structures and pavilions should also be provided, as trees will take years before reaching maturity and offering the benefits of shade. Larger pavilions intended for rentals for groups/special events can both encourage use of parks and help offset costs of providing shade structures.

The New South Wales Health Department and Cancer Society of New Zealand Inc. developed a comprehensive and helpful guide to sun protection entitled "Under Cover: Guidelines

for Shade Planning and Design." It is a technical guide that describes how different structures (different built structures as well different tree types) provide shade, how to conduct a shade audit of a park, site-specific considerations (e.g., for sports fields and for parks) and more.

The National Program for Playground Safety at the University of Northern Iowa also prepared a study for the Standards Council of Canada on this subject, entitled "Thermally Comfortable Playgrounds: A Review of Literature and Survey of Experts" (2020). This study contains valuable background research and provides guidelines for design of playgrounds, water features,



Figure 4-7: Example of warming station, design and image by Susan Drysdale for the Toronto Beaches Winter Stations Design Competition



Figure 4-8: Urban Blu self-cleaning washroom in Fort Francis, ON

and shade provision. Both guides can be valuable resources for the City.

Warming Stations

A warming station is a partially or completely enclosed space that is available for people to escape the elements and warm up for a brief time. These can be as large or as small as a site allows and can be heated if connected to hydro. An energy efficient option is to equip the shelter with buttons to turn on a heat source for a set period of time, as has been done with some GO Transit shelters. This ensures the heat is only running when people are using it. In Sault, warming stations would be suitable at outdoor rinks, and at any major park in which year-round use is the focus of future improvements and programming (e.g., the Downtown Plaza, Esposito Park, Clergue Park, Wishart Park etc.).

Washroom Access

Washrooms are currently provided at most of Sault's larger destination parks open in the summer months, where park use and activity supports the larger community. Washrooms should also be provided at busy community parks and trail heads, which may be accomplished through the provision of portable toilets, especially when water and sanitary service is not available. Where feasible, washrooms should remain available year-round, particularly at parks/trails with outdoor rinks or other winter uses. For built facilities that are not winterized, portable toilets (i.e., "Porta Potties") can be provided during winter. As discussed previously, parks should be audited for AODA and DOPS accessibility and this extends to washrooms as well. Washrooms should follow universal design, provide adult change tables, and gender neutral options. Urban Blu provides fully accessible, self-cleaning washroom facilities that would be an ideal option for the City to consider (Figure 4-8).

Drinking Water Sources

Providing a source of drinking water at parks allows people to increase the length of time they stay and can help prevent heat-related illnesses in hot weather. Drinking water is especially important in parks with sports and other active facilities that people use for more than an hour or two at a time (e.g., soccer fields, splash pads, picnic areas, etc.). If a park is in an unserviced area, the City could assess the feasibility of installing a water tank or connecting to well water in order to provide drinking water.

Lighting

At this latitude, winter days can be fully dark by 5:00 pm. In order to encourage use of parks, trails, and facilities in winter months, this should be taken into account to ensure selected parks and facilities targeted for winter/shoulder season use are sufficiently lit (e.g., including sport fields/courts, outdoor rinks, etc.).

Sustainable lighting options such as LED or solar should be used. A challenge associated with solar lights has been that the lights lack the ability to retain their full intensity for the duration of the night. This may not be an issue for parks and facilities that are officially open/used until 11:00 pm. However, if the purpose of the lights is for safety and they need to remain bright all night, it may be problematic. Solar technology is evolving quickly, and it is now possible to address this issue by

setting lighting profiles: pre-set schedules that dictate when the lights operate and the extent of their brightness, and the ability to switch to a motion sensor setting during the least used hours of the night.

CPTED (Crime Prevention Through Environmental Design)

An important component of keeping spaces safe and free of vandalism is fostering a strong sense of belonging as well as the belief that parks and recreation facilities are owned and cared for by all members of the community.

Crime Prevention Through Environmental Design (CPTED) is a multi-disciplinary crime prevention approach that uses architecture, urban planning, and facility management to reduce crime opportunities and fear of crime through strategies intended to build a sense of community.[1] The principles of First Generation CPTED include:

Territoriality/territorial control: Locate public spaces near residential areas where residents already come to associate the spaces around their homes as their own.

Natural surveillance: Encourage the ability for onlookers to casually observe activity in public spaces through clear sightlines, lighting, landscaping (i.e., clearing bushes, shrubs, and overgrowth). Holding activities and programming in public spaces also increases natural surveillance.

Image and milieu: Support residents in getting to know their neighbours, and maintain a positive image of an area (e.g., beautification, litter clean-ups).

Access control: Introduce road barriers or landscaping to control frontage in the creation of mini-neighbourhoods.

The principles of Second Generation CPTED include:

Social cohesion: Enhance positive social relations/groups between residents of a neighbourhood focused on solving local problems (e.g., promote activities, interaction, collaboration).

Community culture: Convene people to create a common sense of purpose and form a strong bond (e.g., cultural events, art and music festival, placemaking and placekeeping activities).

Connectivity: Promote inclusivity among all neighbourhoods and groups regardless of ethnicity, income, gender, age, ability (e.g., communication, linked walkways, events shared by multiple neighbourhoods)

Threshold capacity: Embrace genuine diversity in the range of community uses (e.g., parks, amenities, food outlets, recreation buildings).

Employing CPTED in parks, facilities, and trails will both foster safety, and discourage vandalism.

1 https://www.cpted.net/Primer-in-CPTED

Seating

Seating should be provided at all parks, in line with the type of use, and along trails. If picnic tables are fixed to the ground to prevent theft, they should be placed in a variety of formations to allow smaller and larger groups to sit together as needed.

It is occasionally the practice to remove seating and picnic tables during winter months to protect them from the elements, but seating should be selected and placed so that it can be used year-round to allow people to sit and socialize outdoors. As winters become milder due to climate change, the need for all-season seating will be greater as people will walk and gather outdoors more often in the winter months.

The recommended level of services discussed in this section related to accessibility, safety and comfort would result in an increase of required staff time. For example, more time spent clearing trails, cleaning/checking washrooms, and the general maintenance and upkeep of additional amenities such as lighting, fountains, seating etc. As the level of service is increased, the City should add staff sufficient for maintenance and operation.

PT 9: Ensure that all playgrounds are maintained to CSA standards and within the Accessibility for Ontarians with Disabilities Act.

PT 10: Conduct an accessibility audit to determine the current degree of accessibility within each park/playground, and trail segment, and update the City website and parks inventory accordingly (this can be integrated into the Park Revitalization Plan).

PT 11: Incorporate accessible seating, play equipment, and pathway design in the design phase of future parks and trails.

PT 12: Employ the principles of CPTED in parks, trails, and facilities.

PT 13: Provide shelter (in the form of structures and tree planting), seating (preferably picnic tables), and lighting at all parks and trails that is adequate for the amount, season, and type of use.

PT 14: Install washroom access and a drinking water source in high-traffic parks and trail heads. Accessible washrooms (including adult change tables) should be provided.

PT 15: Increase staffing as needed to provide an increased level of service related to accessibility, safety, and comfort.

Horticulture and Community Gardens

The City has invested significantly in beautification, trees, and gardens throughout the City. The Horticulture team is housed at Bellevue Park and uses the greenhouses to grow all the plants used in City gardens – approximately 100,000 plants per year. In addition, staff started a pilot to grow fresh vegetables for local food banks during winter months. The pilot was very successful, growing a significant amount of food for donation, while on average taking less than an hour of staff time per day, so the City has decided to continue the project. In addition to the greenhouses and gardens throughout the City, the Horticulture team maintains a tulip garden, educational forest with labeled trees indicating the species, a cedar hedge maze at Bellevue Park, and numerous naturalized areas and pollinator gardens throughout the City. Working with the City's Environmental Sustainability Committee (including staff, Council, and members of the public), the horticulture team has been planting approximately two new pollinator gardens per year.

A local organization, Entomica, has approached the City with a request to set up a butterfly conservatory on City land. This would complement the existing greenhouses and pollinator gardens that the City are already providing. The City should work with Entomica to bring a butterfly conservatory to the City. Bellevue Park may be the ideal location as the resources are already in place for the greenhouses.

The Draft Official Plan (2022) states that the City should "provide a range of opportunities and experiences for youth recreational needs as well as a broader demographic, including but is not limited to play structures, pathways, gathering areas, sports fields, community gardens and multi-use pads/courts." There are a number of these amenities in the community, including three community gardens and one orchard: a garden and orchard at Kina Awiiya Secondary Program (next to V.E. Greco Pool/Capt. Nichola Goddard Park), and two community gardens at the Bay Street Active Living Centre and Forest Heights Park. There are also a small number of church-run community gardens. The community garden and orchard are on school board property, and are operated under a partnership with the School, City, Clean North, and the Police. Likewise, the community garden at the Bay St. Seniors Centre is a partnership, with the supplies provided by the City, and operated by a group of seniors. Locating community gardens next to schools and facilities is ideal as they present many opportunities to tie into the curriculum, programming, and reinforces healthy habits.

The City recently passed a resolution to plant mini-orchards throughout the City. Since the resolution, the City has planted a number of varieties of pear and plum trees in mini-orchards around the City. Unlike community gardens, fruit trees/ orchards require certain expertise and care to ensure the health and longevity of the trees to fruition, and as such, typically rely more on municipal staff than on volunteer groups.

Community gardens are often provided through a partnership with the municipality and community organizations (or other partners such as schools), whereby the municipality provides the land (free of charge), planter frames, soil, fencing around the site, and a shed with basic supplies. The community group in turn takes on the administration and operation of the site. Maintenance can be shared between the two partners, typically with the municipality providing grass cutting and taking care of larger repairs.

The City should consider developing a policy for community gardens that outlines, at minimum, qualifications of the operating group, site selection criteria, and roles and responsibilities pertaining to supplies, construction, operations, maintenance, and programming. The policy may include a contract to be signed by relevant parties to ensure that gardens are properly cared for.

As part of the Park Revitalization program, City staff identified parks with the highest proportion of low income households nearby. As is the case with the existing community gardens, these parks would also be ideal locations for additional community gardens to help alleviate food insecurity for residents.

PT 16: Continue to support the Horticulture team, greenhouses, the winter foodbank vegetable growing program, and mini-orchards/fruit tree plantings.

PT 17: Continue to work with the Environmental Sustainability Committee, planting pollinator gardens throughout the City.

PT 18: Work with local organizations to introduce a butterfly conservatory.

PT 19: Develop a Community Garden Policy.

Free, Unstructured Outdoor Activities

The programming and events section discussed the importance of providing free, unstructured recreation opportunities for all. Consultations for this Plan confirmed that these activities are preferred among residents, for example, in the online mini survey, 71% prefer to engage in self-directed activities (e.g., cycling, running, swimming etc.); 62% use trails, and 57% spend time at the waterfront. Unstructured, free activities can include:

- Using trails
- "Pick-up" or drop-in sports (e.g., shinny, basketball, intramural sports, ultimate frisbee)
- Skating at outdoor rinks
- Visiting lounges or centres (Seniors centre, Youth centre)
- Visiting playgrounds, obstacle courses, splash pads, pools, etc.

Free unstructured activities can occur indoors (e.g., at a Youth Drop-in Centre), but they more frequently take place outdoors. In recent years, many people have developed new interests in spending time outdoors, and it is likely these interests will remain high. Coupled with increased awareness and concern about climate change, it is likely that interest in outdoor programming and self-guided activities will continue to rise as people, particularly youth, seek to reconnect with nature and obtain a better understanding of ecology and the environment. Organizations dedicated to parks and outdoor recreation such as Outdoor Play Canada and Park People regularly share resources and funding opportunities to support Canadian communities in their efforts to foster more outdoor play and recreation.

During consultations, the need for youth participation in recreation was mentioned frequently. The ParticipACTION Report Card on Physical Activity for Children and Youth (2020) recommends promoting and supporting "outdoor – and, when possible, nature-based – play opportunities given their association with both increased physical activity levels and improved mental health outcomes" (p. 48) (also see Mood Walks sidebar). Among others, the report's recommendations for governments include promoting healthy movement by increasing access to recreation centres and public spaces



outside of school hours, supporting families' participation in sport and recreation activities and investing in no-charge active play spaces (especially outdoors) for families with children of all ages.

Mood Walks is a province-wide initiative that promotes physical activity in nature, or "green exercise," as a way to improve both physical and mental health. Led by the Canadian Mental Health Association, Ontario, in partnership with Hike Ontario and Conservation Ontario, Mood Walks provides training and support for community mental health agencies, social service organizations and other community partners to launch educational hiking programs, connect with local resources, and explore nearby trails and green spaces. In 2016, the Mood Walks for Youth in Transition project supported 41 organizations across Ontario to launch new hiking groups for youth who are at risk of, or experiencing, mental health issues. Programs like Mood Walks also align with getting active outdoors in nature, which is the experiential link necessary to developing an appreciation for the natural environment and a conservation-minded perspective, which appeals to youth today.

The City already supports many free activities (e.g., at the Greco and Manzo pools, splash pads, playgrounds, outdoor rinks, etc), and can continue to support free, unstructured activities in a number of ways: through implementing the Park Revitalization program discussed above, maintaining and improving the trail system as discussed below, and by prioritizing amenity and facility projects that will contribute to free, unstructured recreation opportunities.

As a facility, skate parks and pump tracks reach many ages and demographics, and can be used for free unstructured play as well as programs, camps, and events. The City currently has two skates park at Queen Elizabeth (QE) Sports Complex, and Anna Marinelli Park and one pump track at Esposito Park. The QE Sports Complex skate park is phase one of a planned two phase project and the City should plan to complete the second phase of the park within the term of this Plan. Skate parks and pump tracks are popular amenities, and the existing appear to be highly used. Additional demand will be at least partially met by the completion of the second phase of the QE Sports Complex skate park. The City should continue to monitor demand for skate parks and pump tracks to determine need for any additional in the mid or late term of this Plan.

Outdoor obstacle course-type equipment is another option the City can consider to encourage and support free, outdoor recreation. A key benefit of obstacle courses is that they appeal to a broader age range than typical playgrounds, including youth and adults, and it represents a new type of facility not currently offered in the City..

As with youth centres, the same considerations should be made when choosing a location for an obstacle course or similar amenity, such as high children/youth populations nearby, proximity to middle and high schools, proximity to/availability of public transit, and distance to existing comparable amenities.

PT 20: Give preference to projects/amenities/initiatives etc. that will increase the opportunities for free, unstructured outdoor recreation activities.

PT 21: Add obstacle course type play equipment that has components that are appealing to children, youth and adults, and selecting a location based on the criteria discussed herein.

PT 22: Continue to monitor demand for additional skate parks and pump tracks.



Outdoor Ice Rinks

Outdoor skating facilities provide the opportunity for free, unstructured recreation in the winter months. Ice skating also provides health and wellness benefits including cardiovascular/muscular fitness, flexibility, balance, and coordination[2]. Furthermore, recent research (see sidebar) has shown the social and community building benefits of these facilities.



2 https://sportsmedicineweekly.com/blog/how-ice-skating-can-enhance-health-and-wellness/

Outdoor Rinks Build Community

A study on non-hockey outdoor rinks from the University of Guelph found that:

"These rinks afford ready sociable interactions between strangers. Ice surfaces are open to all, attract a diverse array of users and are generally relaxed and playful settings. Strangers engaged in brief but frequent and spontaneous conversations. 'No one gender or generation dominates the ice,' [Prof. Mervyn] Horgan said. 'People can hang around without having to spend money, and people move between skating and sitting around the edges sharing small talk with strangers.'

'Outdoor winter activity is important for physical health, but for us the social benefits are just as important. People get to have free access to a rink, skates are relatively cheap to buy or rent, and at the rink there are constant unpanicked convivial encounters between people across a range of social differences.'

Encounters between people of many backgrounds in public, non-commercial spaces are especially important in multicultural societies, he added.

'As cities become bigger, more diverse and increasingly dense, we need to work together to cultivate these sorts of ordinary spaces for everyday sociability between strangers.'"[3]

3 https://news.uoguelph.ca/2020/12/outdoor-skating-rinks-improve-social-life-of-cities-u-of-g-researchers-find/#:~:text=The%20study%20found%20these%20rinks,but%20frequent%20and%20spontaneous%20conversations

The Parks and Recreation Action Plan 2020 - 2025 noted the value that outdoor rinks provide, and directed staff to determine the feasibility of converting outdoor rinks to plant operated, multi-season, multi-sport facilities to add to their year-round value. In addition to that, lighting the rinks, providing shelters (see previous discussion on Accessibility and Comfort for additional details), and power connections (for playing music) all contribute to increasing the quality of the space, and encourage use. The City currently has six outdoor rinks/loops:

- Esposito: Rink with boards, lights and change shack. Passive green space in summer months
- Anna McCrea: Rink with boards, lights and change shack erected on School Board property. Passive green space in summer months. Adjacent to Hub Trail
- William Merrifield Park: Rink with boards, lights and change shack. Passive green space in summer months



- Clergue Park: Skating loop erected throughout the park for winter use. Passive green space in summer months
- Downtown Plaza: New facility 2023/2024, refrigerated rink that converts to a water play area in the summer
- Queen Elizabeth Sports Complex: Speed skating oval erected on the football field (used for sports during summer)

It is difficult to compare the number of outdoor rinks between communities, as they are often heavily dependent on the existence of volunteer groups to create and maintain them. This is likely the case in Thunder Bay, which reports 40 outdoor rinks (1 per 2,754 people). Another northern example that more closely aligns with Sault Ste. Marie, is Timmins which has 1 per 10,286 people. With six rinks, Sault Ste. Marie has 1 rink per 12,008 people, which is slightly less than Timmins, and far fewer than Thunder Bay.

With respect to the existing rinks, Esposito, Anna McCrea and William Merrifield would be candidates for the Action Plan 2020-2025's directive to convert to plant operated, multi-season, multi-sport facilities as doing so at Clergue or QE would interfere with summer uses (the Downtown Plaza rink is already refrigerated). Converting a rink to a multisport facility could mean for example, having permanent boards, nets/goal posts, and a surface with lines that can be used for sports (e.g. basketball or ball hockey) in summer months without damaging the surface/cooling equipment for winter ice use.

The City has plans to rebuild the skate shack at Esposito Park, to include storage, a heated change room, accessible bathroom, and outdoor sheltered area. The new building will serve both summer and winter needs. Given these plans to improve the rink's supporting amenities, Esposito rink should be the first candidate for consideration of adding a cooling system. Consideration should also be made for adding a roof to the rink to further protect the ice from the elements. This is a relatively cost-effective measure that can also be taken at other rinks (such as Anna McCrea and William Merrifield) to improve ice formation and longevity.

PT 23: Continue to provide the six existing outdoor skating rinks/loops.

PT 24: Rebuild the skate shack at Esposito to include accessible washrooms, heated changerooms, and plan for it to be operational year-round.

PT 25: Assess the feasibility of converting Esposito Rink to a plant operated, multi-season, multi-sport facility.

PT 26: Consider adding a roof to Esposito, William Merrifield and/or Anna McCrea (in partnership with School Board) rinks.

New Dog Park

Leash-free areas are most important for dog owners living in medium and high-density residential areas where units have little to no outdoor yard space, however, many dog owners with large properties still see the value of dog parks for exercising and socializing their dogs. The City has one existing dog park, at Strathclair Sports Complex, and community consultation showed notable interest for additional dog parks.

Off-leash areas have their own unique design and maintenance considerations to ensure a safe, attractive, and practical space for dogs and dog owners. While each space is unique and must be assessed for its own merits in regard to its ability to successfully host an off-leash area, the following key considerations in the development of off-leash areas are based on best practices employed worldwide:

- Appropriate selection of surfacing is critical from a number of perspectives including maintenance, drainage, health, dog and human comfort, accessibility, safety, and cost. Ideally an off-leash area will use more than one surface and will be selected based on site characteristics

- Water should be provided for drinking (both dogs and humans), play for dogs, and irrigation (surface dependent). There must be access to water service and installation of gravel/concrete pad at the water source to prevent puddling and erosion

- Shade is important for both dogs and humans by way of trees and/or shade structures, with special consideration required for long-term tree health
- Not all off-leash areas need fencing. However, for leash-free areas in more urban or high-activity parks, a double-gated system should be considered at all entrances and exits with an adequate height (e.g., 1.5m/5ft high steel fencing)
- Lighting increases safety and extends the hours when off-leash areas can be used in the winter. Lighting should address issues regarding access, safety, environmental impacts and community concerns
- A wide number of amenities should be considered in off-leash areas to improve accessibility and the experience for both dogs and their owners, such as dog agility equipment, a small/shy dog area, accessible seating for humans, and waste receptacles

Four parks were suggested during consultations as possible locations for additional dog parks: Downey Park, East End Park, Wilcox Park, and a parcel of unused school board land across from Bruce St. Park. Downey was noted in particular because the existing fences around the retired bocce courts could be repurposed for the dog park. We also received multiple requests for a dog park in the west end, without indicating a specific park. These, and any other sites for consideration, should be evaluated based on their suitability with the best practices listed above, as well as availability of parking, distance to existing dog parks, and local neighbourhood demand.

PT 27: Add at least one dog park within the term of this Plan, monitoring for additional demand, and select the site based on the factors discussed herein.

PT 28: Explore adding lights to dog parks to extend hours of safe operation.

Trail Recommendations

As mentioned previously, trails were a top community interest during consultations for this Plan, both in terms of how the community currently recreates, and in terms of where they would like to see investment and growth in the future. This interest has been apparent in the community for some time, with noted benefits:

> The Algoma Public Health Unit completed a comprehensive study of the utilization of the John Rowswell Hub Trail and concluded that the trail system is being widely used by the residents of the city and that users reported increased levels of physical activity since the trail was completed. The respondents reported that the Hub Trail is an asset to the community and they had a number of suggestions for improvements including: improving awareness, developing a map, promoting trail etiquette and trail risks, and increased lighting.

Since that time, ongoing signage improvements have been undertaken, and a map developed. The City is currently undertaking an Active Transportation Master Plan that will also address trails. The 2015 Master Plan had direction to improve amenities along the Hub Trail, such as benches, signs, shelters, etc. and the Parks and Recreation Action Plan 2020 - 2025 contained an action to assess the direct and indirect costs of a 3km mountain bike trail and skills at the Finn Hill section of the Hub Trail. This action has been addressed through the addition of a single track trail with some skills areas by the Sault Cycling Club. The addition of a mountain bike skills area is supported by directions in this Plan to expand recreation opportunities that are free, unstructured, outdoors, and suitable for children, youth and adults. Further to these directions, the City's Official Plan states that the City shall:

- Expand and maintain the multi-use John Rowswell Hub Trail network on public lands
- Develop a comprehensive trail system that connects people and places through a network that is off-road wherever possible and supported by on-road links where necessary
- Facilitate accessibility and safety by providing multi-use pathways through and to residential areas
- Incorporate the trail system with other recreational components such as parks

Regarding the latter three points, these goals can be met in two main ways. The first would be to encourage and accept trail systems as parkland dedication in new subdivision developments. These trail systems should connect with parks, facilities and other trails within and outside of the subdivision. The second would be to provide new on and off-road connections between trail systems, parks and facilities in the existing developed urban area. Given the area is already developed, the City may choose to use bike lanes, or new trails that run parallel to road systems, borrowing space from the road, sidewalk and/or right of way. Trees and other plantings are important along these urban paths in order to provide shade, improve air quality, and visual and auditory relief from the road.

A prominent request during consultations was for more winter maintenance of trails to facilitate outdoor physical activity all year round. The City already maintains approximately six trails during the winter including trails at Bellevue, Strathclair, John Rhodes, Elliott Park, and North St. Sports Complex. Clearing of winter trails is not only beneficial for recreation purposes, but facilitates active transportation, and provides accessible pathways for all mobilities. It is particularly important to clear trails near areas with high seniors populations, commercial centres, and areas near schools. The City should continue clearing winter trails, adding more segments where possible in alignment with these focus areas. It was also noted that residents appreciated the addition of security staff on some trail segments for added safety. The City should continue with deploying security staff in areas where it may be needed.

PT 29: In new subdivision developments, encourage parkland dedication in the form of trail networks, which connect the neighbourhood to other trails, facilities, and shops.

PT 30: In urbanized areas, seek opportunities to provide separated active transportation boulevards along road ways to add connections to the trail network.

PT 31: Winterise trails which are: near to seniors residences, near to schools, near to shopping areas, and/or act as connectors between key locations.

PT 32: Continue to provide security personnel at trail segments where needed.



4.3 Site-specific Recommendations

Bellevue Park and Marina

Bellevue Park is the City's signature park. It is a sprawling green space with many amenities:

- Well-tended gardens
- Approximately 3km of walking trails (the Friendship Trail, which connects to the Hub Trail)
- Waterfront access
- Six play structures (one new, accessible playground)
- Two shade structures
- A splash pad (provided with funding from various community groups)
- A bandshell
- Washrooms, changerooms, and concessions
- Four greenhouses, one of which is open to the public
- Marina with docks, boat launch, and kayak launch

The playground situation at Bellevue Park is unique. When the park was being developed a number of service clubs donated funds for playgrounds, and the result is a series of six differently themed playgrounds steps from each other at the park. One of the playgrounds has been recently upgraded, and the others vary in age, with three or four being quite old. The congregation of playgrounds makes for an exciting destination for children, and is beloved by the community. As the aged playgrounds are replaced, consideration should be made for providing playgrounds that are accessible, cater to all ages, and offer different activities and play types (e.g., restful, active, musical, etc.). As a signature park that is visited by residents across the City, it is also a suitable location for 'premium' level play structures, that go beyond a typical neighbourhood park structure. Figure 4-9 provides one example of a creative, unique, premium play structure.



A number of requests for winter maintenance of trails at Bellevue Park were received during consultations for this Plan. The City already clears the trails in the winter, so it is unclear what segments specifically the requests were referring to, but they could be referring to ice build up in general. The City should ensure that all connections from main roads, parking lots, and seniors residences nearby are cleared and/or salted regularly to allow unimpeded access to the trails.

Adjacent to the Park is the Bellevue Marina, which largely hosts local boaters, as well as the Sailing Club. The Marina offers fuel services, a kiosk, and washrooms. The marina docks have been undergoing upgrades, with docks A, F, and G still pending; the launch also requires some improvements. The City also added a kayak launch near the marina, with plans to add an accessible pathway to the launch. It was also noted that a railing is needed on the ramp for safety and accessibility. The parking lot is undergoing upgrades with the addition of lighting and large, treed islands to discourage stunt driving.

In addition to these upgrades at the Marina and parking lot, the City has also been considering adding a fat bike trail to Bellevue Park, and is considering options to improve/change the duck pond. Community requests were also received for barbecue stations at this park, which are a low cost addition, that add a lot of value for casual use and events. With these potential changes, the updating of three playgrounds, and the number of other amenities at the park, the City should prepare an updated Master Plan for the Park. A Master Plan would



Figure 4-9: Unique custom wood playground made by Earthscape Playgrounds







Splash pad, playground and greenhouse seating at Bellevue park

carefully consider all of the amenities (including the Marina), a plan for the playgrounds, connections required, parking needs, pathways and circulation, signage, accessibility, compatible and incompatible uses, etc. to create a thoughtful and cohesive plan for the Park.

PT 33: Continue to maintain the trails, and all connections to the trails, in Bellevue Park for winter use.

PT 34: Complete the accessible pathway to the kayak launch, and add a railing to the ramp.

PT 35: Prepare an updated Master Plan for Bellevue Park and Marina that considers at minimum: all of the existing amenities; a plan for the playgrounds; new amenities such as a fat bike trail, cedar hedge maze, barbecue stations and any others that arise through consultations; connections required within and to the site; parking needs; pathways and circulation; signage; accessibility; compatible and incompatible uses, etc.

Clergue Park

Clergue park is a very busy, centrally located park adjacent to the Civic Centre, Art Gallery, and Library. The Park has outdoor exercise equipment, many picnic tables, the Hub Trail, and in the winter, a 750m skating trail. The City has kept visit statistics on the skating trail, indicating a very high level of use. With the high amount of traffic at the park, this would be an ideal location to offer skate and helmet rentals.

Given the location of the park, improvements/additions to the park should focus on supporting events, and year-round use. For events, this would include adding a large pavilion with power connection. Shade shelters with seating and heating capability for the winter would be beneficial around the skating trail, and/or the addition of a warming hut/change room with optional concessions stand. The concessions stand could operate year round (possibly just for events), and the changerooms could double as event support space in the summer.

The addition of a playground at Clergue Park would also support unstructured play opportunities and entertainment for children during events. With the Art Gallery and Library nearby, a playground could support children's programs and camps throughout the year. Given the number of potential recommendations here, and the fact that the City is undertaking a Waterfront Master Plan that may impact the site, the City should undertake a Master Plan for Clergue Park to

combine the directives from the two Master Plans and develop a cohesive design and program for the site.

PT 36: Complete a Master Plan for Clergue Park that includes consideration for adding a playground, heated shelters, and/or a heated changeroom building with concessions stand and skate rentals.



Elliott Outdoor Sports Complex

Elliott Outdoor Sports Complex has a number of sport facilities including pickleball courts, soccer fields, softball fields, and bocce courts. Recommendations for these programmed facilities are discussed in section 3.0 Facilities. The park also has a 1.5km walking trail (maintained in winter), a toboggan hill, and a washroom/changeroom building. As discussed in section 4.2, any updates to the washroom/changeroom should be designed to support multiple uses in multiple seasons.

While the primary concern of the City is upgrading existing playgrounds, this is one location that would benefit from the addition of a playground to provide activities for children and siblings while families are using the sport fields. In addition, there is the possibility of residential development nearby. If a playground is added here, the park could better serve those residents as a neighbourhood park.

PT 37: Add a playground to Elliott Outdoor Sports Complex.



Esposito Park

Esposito Park has a pump track that was a joint initiative between the City and the Sault Cycling Club. The pump track provides an important, free outdoor activity for youth in the neighbourhood, and across the City. As outlined in the City's Action Plan 2020 - 2025, lights should be added to the pump track area to improve safety, and allow the park to be used for longer periods of time. In addition, the skate shack, which is planned to be updated, should be designed such that it supports summer needs as well, including potential space for camp or program use and storage. The ice rink and skate shack are discussed further in section 4.2, under Outdoor Rinks.

PT 38: Add lighting to the pump track at Esposito Park.



V.E. Greco Pool/Capt. Nichola Goddard Park

This Park is located beside the Kina Awiiya Secondary Program and has an outdoor pool which is available for free to the community (discussed further in section 2.0 Programs and events), a playground, two full basketball courts, and a community garden and orchard.

The pool building has staff space, male/female washrooms, changerooms, and a water fountain. In order to increase accessibility, the City should aim to update this building to include accessible, universal washrooms and change rooms. For additional safety and comfort, shade structures should be added near the pool.

PT 39: Add accessible, universal washrooms and change rooms to V.E. Greco Pool.

PT 40: Add shade structures near the pool at V.E. Greco Pool.



Kinsmen Park, Hiawatha Highlands, and Wishart Park

These parks contain hiking trails, ski trails, a fish hatchery, and the Crystal Creek that runs through the area. Kinsmen Park also has play equipment, a scrub diamond, and permanent outhouses/privies. Kinsmen Park and Hiawatha Highlands are owned primarily by the Kinsmen Club, Sault Ste. Marie Regional Conservation Authority, and Ministry of Natural Resources and Forestry and Wishart Park is City-owned.

The Sault Finnish Nordic Ski Club runs the ski trails that traverse Hiawatha Highlands, Kinsmen Park, and Wishart Park, as well as private properties along the site. The Sault Cycling Club is also active at these parks, having developed a mountain bike network, and a connection to the Hub Trail.

These clubs are active groups that have been successfully operating the site for a number of years. The Ski Club has a large membership base, charging for access to the trails and rentals, with a set of volunteers for grooming trails. The Kinsmen Club also recently received a community development funding award to put towards their initiatives.

As a whole, this group of parks provides significant recreation and tourism value for Sault Ste. Marie. The City should continue to provide the Adventure Bus to facilitate access to the site for residents who may not have a vehicle (discussed previously in section 2.0). In addition, the City should look for tourism opportunities to explore in partnership with Tourism Sault Ste. Marie, the Kinsmen, Sault Finnish Nordic Ski Club, Sault Cycling Club, and the Conservation Authority. One example could be a visitors tour package that includes a visit to the ski trails, in combination with other attractions like the Locks, an event at the new downtown plaza, a meal at a local restaurant, etc.

PT 41: Work with Tourism Sault Ste. Marie and other partners involved in Kinsmen Park and Hiawatha Highlands to develop tourism initiatives to encourage visits to the Parks and other sites in the City.



Manzo Pool and Splash Pad

This Park has an outdoor pool which is available for free to the community (discussed further in section 2.0 Programs and events), tennis/pickleball courts (discussed further in section 3.0 Facilities), a playground, a splash pad and changeroom building (under construction), and a toboggan hill (under construction). The City applied for a grant for an accessible bathroom, but was not successful.

The pool building has staff space, male/female washrooms, and a water fountain. In order to increase accessibility, the City should aim to update this building to include accessible, universal washrooms and change rooms. For additional safety and comfort, shade structures should be added near the pool and splash pad.

PT 42: Add accessible, universal washrooms and change rooms to Manzo Pool and Splash pad.

PT 43: Add shade structures near the pool and splash pad at Manzo Park.



Pointe Des Chenes

Pointe Des Chenes park offers a long sandy beach, disc golf course, picnic areas, a playground and parking lot. It is located at the western edge of the City, on the shore of Lake Superior, in a rural area of the City. As mentioned in the Programs Section, the City facilitates access to the park for residents by providing a Beach Bus during the summer months. For many years the Lions Club operated a camping site at Point Des Chenes, which closed during the pandemic and has not re-opened.

If the City is keen on developing tourism-supporting facilities, a campground at Point Des Chenes would be ideal for the other existing activities at the park for campers to enjoy. Some key considerations concerning the development of a campground include:

- Completion of a market feasibility study to determine if a campground at this site would fill a need in the region
- Preparation of a business case for the operation and management of the campground. This may include a consideration of operation models (municipal owned and operated; municipal ownership, non-municipal operator; private owner/operators, etc.)

Action Plan 2020-2025 indicated a need to replace the picnic shelter at this Park, and to expand accessible pathways through the Park. The shelter should be replaced for community use, and additional shelters added for camp ground users (if a campground is developed).

PT 44: Conduct a market feasibility study to determine the suitability of a campground at Point Des Chenes, and the preferred operation model.



Queen Elizabeth Sports Complex

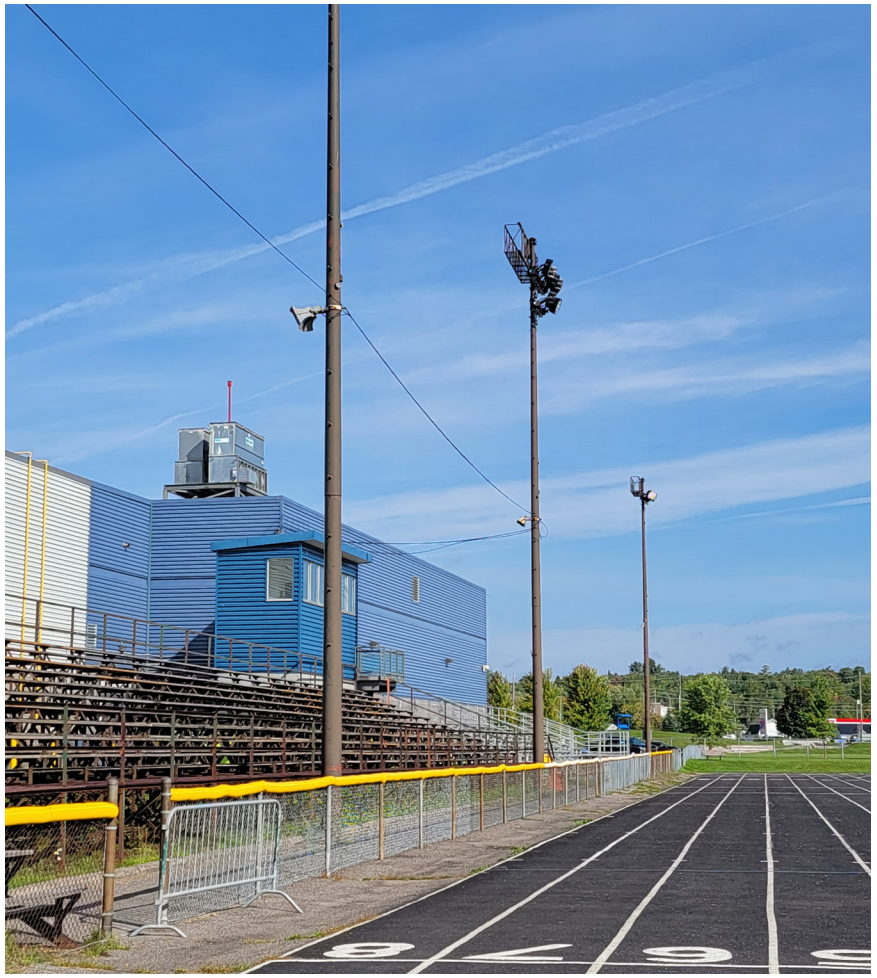
Queen Elizabeth Sports Complex includes a cricket field, track and field area and eight lane Joe Forman track, soccer/football fields, a ball diamond, a skate park, and in the winter, a speed skating oval erected on one of the fields. All of these facilities, except for the skate park are discussed in more detail in Section 3.0 Facilities.

This park is the main site for track and field events in the Sault, as there are no comparable tracks available. As such, the track should be resurfaced, selecting a material that balances the needs for track uses, and minimizes cost and maintenance for the City. The Facilities section suggests this may be done in partnership with Sault College (see recommendation F#?)

Action Plan 2020-2025 identified two key priorities for Queen Elizabeth. The first is to improve the bleachers and lighting at the Rocky DiPietro field, and this should be completed to support use by sport groups. The second is to develop phase 2 of the skateboard park. While the skateboard park should be completed, the City should first invest in a skate park at a second location in the City (see discussion on free unstructured activities in section 4.2 as well).

PT 45: Resurface the Jo Forman track.

PT 46: Develop the second phase of the skateboard park at Queen Elizabeth Sports Complex.



Roberta Bondar Park and Marina

Roberta Bondar Park is an event space on the waterfront, with a tent capable of hosting large events (up to 1,750 people), a stage, green room/changeroom area for performers, washrooms, and a Beaver Tails snack stand. The Beaver Tails company also operates a boat tour that leaves from the Roberta Bondar Marina, adjacent to the tent.

The Marina is more focused on transient slips and docking for cruise ships (including a Canadian customs check-in point), as opposed to the Bellevue Marina which is focused on local permanent use. The Marina recently added a new boardwalk and new slips, and the City has plans for upgrading the dock and the port fender system for cruise ships, as well as adding new siding for marina building. As an important landing spot for tourists, the City should partner with Tourism Sault Ste. Marie on further improvements or initiatives to attract cruise ship visits.

As an example of this, the City is offering bike rentals, operating out of the Marina office. With the concentration of various activity types, location on the waterfront with cruise ships docking, Roberta Bondar Park is an ideal location for activities that go beyond the typical. Mini-putt would be an excellent addition to this park. It could operate in summer months, with rentals housed in the Marina office. Designing the golf course is an opportunity for the community and local artists to contribute designs, and could be an exciting and engaging initiative for the City. Once built with artificial turf, the course itself will likely be inexpensive/simple to maintain, and some revenue may be garnered through its use.



PT 47: Upgrade the dock, port fender system for cruise ships, and marina building at Roberta Bondar Marina.

PT 48: Partner with Tourism Sault Ste. Marie on further improvements or initiatives to attract cruise ship visits.

PT 49: Consider adding a mini-putt course at Roberta Bondar Park.

Strathclair Sports Complex

Strathclair Sports Complex is a major park in the City, and is frequently used by ball and soccer teams. The Park also has City-run concessions, a playground, accessible walking trails (cleared during winter), batting cages (privately run), newly-added ice skating area, and the City's only dog park, which has separate large and small dog spaces.

Given the number of facilities and amenities at the park, and its location, it is well used by both residents and visitors. Use of the park is focused on physical activity (team sports, skating, walking, dog play), and use continues after dark - in the summer for sport games, and in the winter because the sun sets quite early, and people may still want to use the skating area and dog park.

Improvements to this park should focus on increasing user safety and comfort, especially given the physical activity focus of the park, and that it is likely used after sun-down. Lighting is very important for the parking lot, skating area, trails, dog park, and sport fields . Drinking water would also be ideal, for both people and dogs, however, the site is on well water. The City could consider researching options for a water tank that can reliably maintain water safety, and provide one at the park if possible. This would allow the addition of water fountains for humans and pets. Shade from the sun is also very important at this park, and the City should support this by tree planting, and providing shade shelters at various locations around the park. Shelters with wind walls can also be provided near the skating

area to double as rest areas during the winter months. These shelters can also be fitted with timed heaters to provide additional warmth.

PT 50: Conduct a lighting audit to identify priority areas (e.g., parking lot, skating area, dog park), and add lighting at Strathclair Park.

PT 51: Investigate the possibility of adding potable water tanks, and if possible, provide drinking water fountains for people and pets at Strathclair Park.

PT 52: Provide shade by way of tree planting and shade structures throughout Strathclair Park.

PT 53: Provide a warming shelter with wind protection and timed heaters near the skating area at Strathclair Park.



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5.0 Service Delivery

5.1 Introduction and Background to the Assessment

Service delivery addresses the need for additional or redirected resources to ensure the successful implementation of the Master Plan's recommendations in each of the foregoing service areas.

What We Heard

- institute regular review and update of policies and agreements
- enhanced communications, internally and with other service providers

- more marketing, promotion of specific programs/events and recreation assets generally
- greater access and inclusion in various areas (e.g., operating hours, service pricing, AODA accessibility, transportation)
- increased staffing to meet programming development and delivery needs, and ongoing parks and facilities maintenance
- assign priority to aging facility updates
- access new/more sources of funding
- need to reduce the 'red tape' that deters community members and groups from providing programs and events

The assessment and recommendations for the City of Sault Ste. Marie are presented under the following topics:

- municipal role and staffing
- policy requirements
- revenue generating programs
- collaborations and agreements with non-municipal parties
- service marketing, communications, and promotions
- service planning and evaluation



5.2 Municipal Role and Staffing

The City of Sault Ste. Marie engages in both direct and indirect recreation services provision. In direct provision, City staff deliver programs and services. Indirect provision occurs when the City works with other non-municipal agencies and organizations to deliver programs and services. Indirect provision can comprise support to community volunteer groups to deliver sports and recreation programs, which is a long-standing tradition in municipal recreation. In more recent years, the trend to formalize collaborations and partnerships with other public or not-for-profit agencies, and the commercial sector, has helped make better use of limited resources to enhance services. Collaborations and agreements are discussed below.

Council and Committees

There are three committees with mandates that are relevant to the Master Plan. The Park and Recreation Advisory Committee (PRAC) advises, assists and make recommendations to Council in the provision of parks and recreation services, programs and facilities for citizens of Sault Ste. Marie. The Cultural Vitality Committee oversees and implements the City of Sault Ste. Marie Cultural Policy and the Community Cultural Plan and provides advice to City Council on issues, policies and strategies related to cultural enterprises and activities in the city. The Mayor's Youth Advisory Council administers the Youth Fund, which is a micro-grant program that provides financial support to programs, activities and events that benefit youth in the community. Each body has a formal Terms of Reference that details its purpose, objectives, responsibilities, and structure.

The PRAC would be the appropriate committee to advise Council and assist staff in implementing the Master Plan. The implementation section (6.0) of the Master Plan groups all recommendations into short, medium, and long-term timeframes. Within these three categories, annual priorities will need to be set in relation to available resources and their relationship to other City initiatives, which is essentially a continuation of the existing 2019 ACTION PLAN objectives, which are detailed for implementation through the budgeting process.

Staffing

Consultation with the City indicated that staffing levels - and particularly full-time positions - are insufficient to meet responsibilities and community expectations both generally, and specifically with respect to programming and facility/parks maintenance. General budget limits to hiring are now being exacerbated by widespread labour shortages in recreation. Shortages exist in all program areas that require certified staff. The problem is attributed to several factors including the disruptive effects of the pandemic in ongoing training and

keeping qualified staff, and the pay for this work, which is not as attractive now as in the past.

In addition to resolving overall staff shortages, higher wages will continue to be required to remain competitive in the labour market. As discussed in the Program section of the Master Plan, in addition to prioritizing adding programmers for age-specific services, the City should explore other potential labour pools for aquatics including adults living in the community. Residents with specific interests and skills are also a potential pool for other types of programming and are the focus of short-duration programs. Other avenues to investigate include sharing part-time instructors with other agencies such as the local YMCA.

Sault College has a Sports Administration program that includes mandatory practicums, and placements with the City might be of interest to these students. Another program at the College - Adventure Recreation Parks Technician - is unique to Canada. It "concentrates on three main areas of study: parks operations, interpretation and protection; adventure recreation and recreation planning; and, ecotourism and adventure expeditions. All while keeping a broad focus on natural resource management and sustainability."[1] Although adventure recreation is not the focus of municipal services, there are common areas of practice across all parks that students from the program could benefit from in employment with the City. Both the College and Algoma University have competitive sports programs, which could be canvassed for potential instructors.

In addition to current staff shortages, increases in workload due to implementing the Master Plan will require sufficient staffing levels to ensure success. Areas where additional work will occur are process-related items such as services planning and evaluation, partnership development, research, etc. If the existing staff complement cannot reasonably absorb this work (either singly or split across several positions), additional hires will be needed.

An initial step, however, is establishing a minimum complement of staff required to accommodate the current workload, and how many more staff are required to do this, including current shortages. A formal review of operations and staffing would be the best way to determine a 'baseline' of staffing needs to meet all areas and optimal levels of service provision now. This baseline can be used to project future staffing requirements related to expansion/growth.

1 https://www.saultcollege.ca/programs/school-natural-environment/adventure-recreation-and-parks-technician

SD 1: Continue direct and indirect service provision, as appropriate, in best serving community recreation needs.

SD 2: Assign the PRAC to advise Council and assist staff in implementing the Master Plan.

SD 3: Explore other potential labour pools to offset labour shortage and for new programs including residents with specific interests and skills sharing part-time instructors with other agencies, and engaging post secondary students from relevant programs.

SD 4: Conduct a formal review of operations and staffing to determine a 'baseline' of staffing needs to meet all areas and optimal levels of service provision.

5.3 Policy Requirements

Policy supports clear and consistent application of City and community interests in day-to-day service management and operations. The City has a number of parks and recreation policies in place, which appear to be working well. There is potential for additional policies to support implementing the Master Plan. Areas recommended for development are discussed below. Table 5-1 lists existing and proposed municipal policies related to parks and recreation and indicates those that are identified for development in the City's 2019 ACTION PLAN.

Table 5-1: Existing and Proposed Parks and Recreation Policy

Existing	Proposed	2019 ACTION PLAN Directions
Cultural Policy	Service Pricing	Develop a pricing strategy
Allocation Policy: Ice; John Rhodes Community Centre Pool Time	Affordable Access	Develop a pricing strategy, as well as a financial assistance program for those who cannot afford to participate in programs and services through partnerships
Strategic Asset Management	Inclusion	
Accessibility (under AODA)	Community Group Affiliation	
Public Art	Grants to Non-profit Community Groups	
Youth Fund Policy	Municipal Event Support	
Financial Assistance Policy	Revenue Generation (see Section 5.4)	Update Commemorative Bench program to expand locations Develop a memorial tree program
Monetary Donation Policy	Park/Facility Naming Policy (see Section 5.4)	
Municipal Alcohol Policy		Under review to develop a streamlined guide for individuals hosting alcohol events at city recreation facilities and parks
	Collaborations and Partnerships Policy	
Adopt A Park Policy		
Service Animal Policy for Indoor Facilities		

Service Pricing and Affordable Access

Service Pricing

The primary goal of pricing policy is to ensure consistency in the relative proportions of service costs to be financed through the tax base or user fees, based on targeted cost recovery objectives. The recovery objectives are based on the financial capacity of the municipality to provide all the services within its mandate, given available budgets and the need for judicious spending. Pricing for parks and recreation services would be part of a corporate-wide policy. The following discussion is limited to parks and recreation services.

As noted in Table 5-1, the City intends to develop a pricing strategy. While municipal recreation services are typically subsidized to some degree, the extent of cost recovery in various areas of service should be rationalized in terms of cost-benefit. There are currently no parameters in place to identify the point at which programs and services should be charged at higher fees or are not viable to operate. For programs, for example, it is important to be able to determine minimum levels of enrollment/registration needed to offer a program, based on the costs to deliver it in relation to pre-determined recovery rates.

For all services, there is a finite pool of municipal funds to provide them.[2] Decisions on how services are financed, therefore, always represent opportunity-costs. Consequently, focusing on providing a limited number of costly services restricts the municipality's ability to diversify supply in other areas of community need or interest and to direct investment to improving/upgrading existing services.

The goal of developing a pricing strategy is to arrive at a policy that relates pricing to both service objectives and the costs of provision. The detail and complexity of this work suggests the need to contract a professional to assist the City with:

- detailed accounting on the full cost of providing services by type[3]
- confirming the City's service objectives
- establishing the types and proportions of costs that should be targeted for recovery through user fees, based on the City's service objectives (i.e., where services fall on a 'continuum' ranging from fully subsidized to cost recovery +), a simple example of which is outlined in Table 5-2.
- setting fees to recover targeted costs
- allocating services by type to recovery categories
- establishing a timetable for incrementally introducing changes to the pricing structure

2 While grants are available from time to time, they cannot be relied upon to meet the City's responsibility for ongoing financial obligations.

3 In the Town of Cobourg Study, this was called Full Cost Assessment and included: the direct costs of providing services such as resource costs of Town staff involved, materials and supplies, and operating costs of equipment and facilities used in service delivery; indirect costs from supporting Town departments (e.g., IT); capital costs such as those to rehabilitate and replace facilities being used to provide services (https://engagecobourg.ca/town-of-cobourg-comprehensive-user-fee-study)

Table 5-2: Example of Service Pricing Categories[4]

Category	Pricing	Service Example
Cost recovery +	priced to cover costs and generate net revenue	private skating lessons private ice rental
Full cost recovery	priced to cover costs	group skating lessons not-for-profit agency ice rental
Subsidized	no or low cost	open, community public skate volunteer community organizations providing child/youth programming

An example of how this approach might apply would be to increase user fees for private ice uses and redirect some of the revenues generated from this to subsidizing public skating at no cost. This could support service objectives related to affordable access and inclusion, policy needs for which are discussed below.

In arriving at a pricing policy for Sault Ste. Marie, the City may choose to consult with the community to determine the service objectives to be reflected in the policy, which would inform the ultimate allocation of services to each category. Consultation with the community would also promote understanding of the true costs of service provision.

Affordable Access

A pricing policy designed as noted above will redistribute costs to users and increase fees in some areas to offset costs in others, possibly making services less affordable for some residents. A parallel affordable access program will support equity in service provision.

Ensuring access to services regardless of means could be a key service objective to be implemented by the City and could be pursued in various ways.[5] An annual budget allocation for direct financial support for program participation, with an associated qualification guide, could be introduced. More, fully subsidized, no-cost services that are open to all in the community could also be introduced. In this way, the potential stigma of 'applying' for assistance is removed.

Inclusion

Parks and Recreation Ontario's audit of the 2015 Framework for Recreation in Canada[6] references several policy areas for consideration by municipalities. These encompass the need to address concerns regarding affordability, diversity, and

4 Based on Greenplay's Pyramid Model for Resource Allocation/Cost Recovery© in pricing parks and recreation services: https://greenplayllc.com

5 City initiatives may be supplemented by outside programs such as Jumpstart, which are not discussed here.

6 https://www.prontario.org/public/policy/Framework%20Audit%20Tool%20 V%201.pdf

inclusion. While attention may be paid in practice to some or all of these concerns, interest in documented policy is becoming more apparent. The City, therefore, should consider developing one that fits the needs and aspirations of its community.

Inclusion policy can be corporate-wide or specific to recreation services. The latter focuses on the topics addressed in the Framework:

- affordable access (discussed above)
- enabling people of all ages to participate in recreation
- actively engaging persons of diverse and racialized backgrounds in developing, leading, and evaluating recreation and park activities
- working with Indigenous communities in pursuit of all five goals in the Framework for Recreation in Canada 2015
- applying a gender equity lens when developing and monitoring policies, programs, and practices to facilitate full participation of women and girls in all types of recreation
- ensuring non-discrimination of, and providing a welcoming and safe environment for, people of all sexual orientations and sexual identities
- working with persons with disabilities to facilitate their full participation in recreation across all settings by removing physical and emotional barriers

This policy would look to build on legislated requirements of the AODA. It could also be used to link efforts on inclusion that the City pursues in the areas of facilities and programs. For example, the City enrolled in the Easter Seals 'Access 2' program to provide support workers free access to open swims and public skating.

Working with persons with disabilities in auditing infrastructure will help specify need for improvements such as FM systems for event centres and meeting spaces, updated washroom equipment to include things like, pull down grab bars, appropriate heights for amenities in washrooms, and adult change tables in universal washrooms.

Inclusion can be narrowly or broadly defined. In formulating relevant policy, therefore, the meaning of 'inclusion' and what it will encompass is important to clarify as it represents a promise to the community. It should, therefore, be tied to the capacity of the municipality to realize stated goals and objectives and specify where this will require assistance from other public or not-for- profit agencies to achieve.

Community Group Affiliation

The volunteer organizations that participated in the Master Plan survey provide a range of sport/recreation programming and periodic special events. Of 22 user groups that responded to the Master Plan survey, 59% (13) indicated the City of Sault Ste. Marie could better assist their organization in developing and providing its programs, activities or events; 36% (8) were uncertain and one reported no need for assistance.

While the majorities indicated need for assistance with funding applications and/or funding (62% or 8 groups), and digital marketing and promotion (54% or 7 groups), Table 5-3 shows that all items listed solicited interest in some level of assistance.

Table 5-3: Areas of Interest for Additional Municipal Support to Volunteer Groups

Areas of Interest for Support	% (#) of Groups
assistance with funding applications	62% (8)
fundraising	62% (8)
digital marketing and promotion	54% (7)
communicating with the City	46% (6)
print marketing and promotion	39% (5)
facilitating partnerships among service providers	39% (5)
volunteer recruitment	39% (5)
volunteer training	31% (4)
insurance (securing, cost, etc.)	31% (4)
volunteer recognition	23% (3)
service planning and evaluation	8% (1)

The City should engage all volunteer recreation groups to better understand their support requirements, and to inform the appropriate municipal response. The objective of the process would be to develop a Community Group Affiliation Policy, which will establish equity and consistency in the assistance provided.

A Community Group Affiliation Policy describes the services available from the municipality to registered (affiliated) community groups in providing their program and services in relation to the capacity of the municipality to provide them. Although not-for-profit community groups or organizations must be registered to receive municipal assistance, registration does not guarantee support. A standard, typically annual, registration/ application process for eligible groups interested in municipal assistance "affiliates" them with the municipality and establishes a formal, consistent process for reviewing requests and monitoring policy effectiveness. Municipal staff review the applications and make recommendations to Council for approval. The support provided is typically in- kind, with any major funding provided through a separate mechanism.

The policy specifies criteria for affiliation and the services available to affiliated groups. Requirements for affiliation

include items such as delivering programs and services that align with municipal goals/objectives in, for example, the Parks and Recreation Master Plan; being an incorporated not-for-profit group operated by a volunteer board or executive committee; ensuring membership/ participation in the group is available to all residents in the community; meeting criteria to measure the merit of the group's programs/services (e.g., does not duplicate existing programs/services, fosters physical activity/healthy lifestyles, etc.); the group primarily serves Sault Ste. Marie residents (e.g., a stipulated proportion of members/participants are from Sault Ste. Marie).

While several of the benefits to be considered may already be provided (informally if not through policy) to local volunteer groups in Sault Ste. Marie, it may be useful to bring these - and others identified through consultation - into a single policy. It can be used to provide clarity and consistency in terms of the range of support services available to volunteer groups and what they must do to be eligible to be, and remain, affiliated. Benefits to affiliated groups might include:

- facilities and equipment: free or proportionate discounted fees for use of facilities, spaces, equipment
- marketing and promotion: distribution of approved promotional materials at municipal facilities and assistance with contacts for the local media; free listing in a Parks and Recreation Guide
- grants and insurance: assistance from municipality in securing liability insurance, sourcing potential grants, and/or completing applications for non-municipal grant programs (e.g., Ontario Trillium Foundation, private sector, FedNor, etc.)
- in-house workshops sponsored by the City on topics of interest to volunteer group development and programming
- leadership training and development: external course rebates for community volunteer development to a maximum amount/person/ course (e.g., $50/year) to a maximum amount per group/organization (e.g., $200/ year), provided the course is a core component of the organization/group's mandate, with priority being given to certain courses; workshops on preparing grant applications, etc.
- assistance with program planning and operations, registration, fees processing, evaluation, etc.

Grants to Non-profit Community Groups

Table 5-1 notes an existing Financial Assistance Policy. This is directed to individuals or teams attending international/ national sports and other similar competitions. The City should introduce a policy for grants to non-profit community groups providing parks and recreation services to the community, and funding it in the annual budget. The policy's scope and application should be delineated in terms of:



- purpose/role of the grant in implementing municipal service objectives
- group/initiative qualifications/criteria for eligibility
- use of funds (i.e., capital, program/service seeding)
- expectations regarding group contributions to funded initiative (e.g., matching for capital projects) and ceiling on the amount (e.g., maximum $5,000)
- intent that operating grants are directed to promoting self-sustaining services after a pre-determined period (e.g., two years) and will not be eligible for continued support
- distinguishing from benefits provided through Community Group Affiliation
- reporting requirements on accountability for funds spent, and evaluation of benefit to the community
- annual application, review, and selection process

Collaborations and Partnerships

A policy on collaborations and partnerships can provide guidance on the circumstances that prompt agreements with non-municipal agencies/organizations in service delivery, and the purpose, scope and terms of the City's involvement. It should cover items related to:

- why the municipality is interested in, and encourages these relationships
- the types of relationships it envisions
- the need to align with the City's image, values and standards, and its goals, objectives, policies and by-laws
- a framework that describes the types of collaborations/ partnerships to be considered and that align with the agreements that will support them (e.g., program/service contracts, license or lease, reciprocal use, corporate sponsorship /advertising, joint facility development and/or joint operating/use agreement) and the relevant agencies/ organizations (e.g., other public, not-for-profit, small commercial, corporate)
- requisite compliances (e.g., statutes, by-laws, standards, no conflict of interest, etc.)
- non-eligible potential partners (e.g., businesses in tobacco manufacturing or sales; alcoholic beverages in services directed to those under legal drinking age; weapons production, distribution, sales)

Although successful collaborations must be mutually beneficial to all parties involved, the City must consider community benefit as a priority in entering these arrangements. Each collaboration or partnership should be suppored by a formal agreement, as discussed below.

Policy Documentation and Review

It is important to regularly review and, as required, update policy to incorporate evaluation findings and/or relevant changes in the corporate environment that need to be reflected in scope and application.

SD 5: Conduct a service pricing study as the basis for setting recreation services fees in relation to cost recovery targets, and to inform a pricing policy and considering affordable access.

SD 6: Consider developing an inclusion policy to support and promote equitable access to parks and recreation services.

SD 7: Develop a community group affiliation policy to provide clarity and consistency in terms of the range of support services available to all volunteer groups and what they must do to be eligible to be, and remain, affiliated.

SD 8: Consult with volunteer recreation groups to confirm the type and extent of required assistance to sustain/grow their programs/ events, and to inform development of the policy within the capacity of the City to provide support.

SD 9: Develop a policy for grants to non-profit community groups as distinct from the community group affiliation policy.

SD 10: Develop a collaborations and partnerships policy to guide the City in working with other providers to delivery parks and recreation services.

SD 11: Regularly review and update policies to reflect relevant changes.

5.4 Revenue Generating Programs and Services

GFL Memorial Gardens and Community Centre Food Services

A major source of revenue for the City is food services, which range from full-service restaurants to temporary concessions.

John Rhodes has a 210-seat lounge/restaurant. GFL Memorial Gardens has a number of food services, in addition to concessions including:

- full-service restaurant (Molson Canadian Hockey House), which is open 1 to 1.5 hours prior to each Soo Greyhounds game
- small restaurant (The Dog House) serving hot dogs and sausages
- the Coffee House
- a full commercial kitchen with catering services

All arenas/community centres have concessions, which are operated by the City. NCC and John Rhodes each have one or more. GFL has five permanent concessions, which are augmented by additional temporary locations during games to serve large numbers of patrons faster. Up to seven additional locations result in increased food sale revenues of between 25% and 30%. The OHL game concessions are run by 120+ part time staff. Food sale proceeds are shared between the City and the Greyhounds. Profit-sharing reflects the Greyhounds' role in generating high levels of attendance, and represents a lucrative revenue source for both parties. In the pre-COVID years from 2013 to 2019, GFL Memorial Gardens generated between $850,000 and $1.15m in food and beverage sales.

To some degree, attendance at events are still recovering from COVID-related impacts. Season's ticket holders for the Gardens, for example, are approaching pre-COVID numbers, and on track to normalizing. Events such as concerts and conferences that are accommodated at these venues were cancelled for two to three years and are not yet back to pre-COVID levels bookings but are also increasing.

The revenue generated at the GFL Memorial Gardens is unique to communities with major event venues and sports teams with a large local fan base. Maintaining - and ideally growing - this source of income will continue to be key to financing other parks and recreation services. Other potential sources of revenue, although not as lucrative, are discussed below.

Last Minute Ice

Last minute ice rentals can help generate revenue to offset arena operating costs. The City of Owen Sound[7] lists these parameters for its program:

- Last minute ice is considered within 24 hours of the time of booking
- Will not apply to statutory holidays unless the facility is scheduled to be open
- Is not and cannot be used to replace regular bookings
- Regular bookings cannot be cancelled to book Last Minute Ice. All requirements of the City's Ice Allocation Policy will apply (e.g., conditions of use, insurance)
- A rental contract provided by the City must be signed and proof of insurance must be provided prior to use
- Bookings are final and are non-refundable
- Bookings are for minimum of one hour
- One hour rental is equivalent to 50 minutes of ice time and 10 minutes for ice resurfacing
- City reserves the right to limit last minute ice bookings where it is considered to be used for profit or gain or is being abused to replace or in the place of a regular ice booking
- Booked on a first come, first served basis
- City reserves the right to cancel or amend the implementation of last-minute ice at any time at its discretion

In Owen Sound, fees for last minute ice are discounted and reservations are made online for each available pad through its recreation management software. The schedules for the Sault Ste. Marie arenas indicate there are hours available during already staffed 'downtimes' that could generate additional revenues through this type of program.

Commercial Kitchen Rentals

Commercial kitchens within municipal facilities are increasingly being used to generate new revenue streams. A Health Unit certified kitchen can be used for a variety of food and nutrition programs, as well as projects/activities related to communal and/or commercial use of the kitchen. The Township of North Glengarry has embarked on this type of initiative. Their website notes,

"Now accepting bookings: The Township of North Glengarry has partnered with the Eastern Ontario Health Unit to launch the new "North Glengarry Community Kitchen" pilot project. This initiative will enable food producers to rent time at the North Glengarry Community Kitchen, located at the Maxville & District Sports Complex (25 Fair Street, Maxville) so that they can produce food items for resale. The cost is $50 per day and food

7 https://www.owensound.ca/en/exploring/ice-rental.aspx

producers are required to have their Food Handlers Certificate and have their recipe validated by the EOHU."[8]

The City has a number of kitchen facilities it could consider for rentals, assuming these uses could be seamlessly incorporated in venue schedules.

Community Capital Campaigns

Capital campaigns can be used to raise funds for large building projects, as well as for smaller, community-supported initiatives that contribute to parks and recreation infrastructure. Key elements of this approach to planned fundraising include: a predetermined monetary goal attached to providing a concrete project, sufficient lead time to raise funds, a timeframe for closing the campaign, broad-based community involvement in the effort, and ongoing communications about its progress. Incentives are sometimes provided to motivate contributions (e.g., matching funds, public recognition of donors, etc.). Where possible, these campaigns should be coordinated with other similar initiatives in the community to minimize the negative impact of concurrent requests for monetary contributions. For major campaigns, professional services may be required to plan and implement the initiative.

8 https://www.northglengarry.ca/en/things-to-do/community-kitchens- program.aspx

Commemorative Amenities Program

The 2019 ACTION PLAN notes the City's intention to update its Commemorative Bench program to expand locations and to develop a memorial tree program. The City is encouraged to consider both combining the policies and expanding the scope of eligible donations.

These types of programs are designed to encourage citizens to commemorate people or events through donations that 'purchase' parks-based amenities, some of which are eligible for charitable tax receipts. A sample of municipal programs reveals some that encompass a broad scope for community support, while others are more specific. The City of Greater Sudbury's Parks Services Donation and Memorial Program allows the public to "make donations to commemorate a special person, a momentous occasion or simply donate as a philanthropic gesture to beautify a community park. Donations towards the purchase of park enhancements or memorial gifts can include park benches, trees (hardwood and conifers), bike racks, picnic tables, sun shelters, sports equipment (basketball standards, tennis nets, soccer goals, etc.), playground structures, other options to be discussed with Parks Services."[9] The policy also notes that donations for parks are guided by site-specific plans.

9 https://agendasonline.greatersudbury.ca/?pg=feed&action=file&attachment=5992.pdf

Strathcona County's (Alberta) Parkland Memorial Program notes: "The Parkland Memorial Program provides individuals, groups, and organizations with the opportunity to beautify Parkland in Strathcona County by planting trees or installing Parkland Amenities in remembrance, observance or acknowledgment of an appropriate event, occasion or individual. Approval of applications will be based on aesthetic considerations, improvements to the level of service to our Parkland users and with the intention of facilitating planned development in our Parkland. "Amenity" means any bench, table, park furnishing or other structure or development that increases the physical or material comfort of the park. It may include a memorial plaque."[10]

As Strathcona stipulates, these types of programs should note that the selection of donated amenities is to be guided by master plans for the parks or other locations where they are requested for installation.

Advertising and Sponsorship

The City's website lists opportunities to advertise at GFL Memorial Gardens, John Rhodes Community Centre, Northern Community Centre (NCC), Peter G. Manzo Pool and V.E. Greco Pool. At the same time, is a policy related to advertising in parks. Collectively, advertising revenues from municipal facilities is an important source of income. At the same time, there does not appear to be an overarching policy that outlines the content, types, and process for advertising space in municipal buildings/parks properties or for sponsoring projects and events.

These policies are designed to generate revenue for the corporation while ensuring acceptability from various perspectives: legal, appropriate content/images/messages, etc. The fees charged for advertising and sponsorship should be set within policy that details their purpose and parameters, including a process for setting rates, and reviewing them on a regular basis.

Park/Facility Naming Rights

Financial support can be recognized by naming a park or facility after the donor. A policy to guide this practice would be required. In recent years, the practice of naming places after individuals has become controversial as public pressure emerges to rename institutions, streets, and other public spaces when the namesake's worthiness is called into question - whether this is an individual or a business / commercial enterprise.

A way to preclude this possible eventuality is to provide a highly visible plaque in the park or facility that acknowledges the individual or business that contributed to its development, while choosing a formal name that is not tied to a specific donor(s). In addition to the benefit noted above, a plaque permits multiple donors to be recognized for their contributions, which opens the door for a wider reaching

10 https://storagecdn.strathcona.ca/files/files/lls-ser-011-023_parkland_memorial_program.pdf

campaign and possibly various levels of support. In the event that an individual or organization is considered for sole naming rights, however, a minimum contribution level could be set based on the relative cost of providing the asset and/or a contracted period for the right could be specified.

SD 12: Institute revenue generating programs to help offset the costs of service provision.

SD 13: Assign priority to revenue generating programs according to ease of implementation.

SD 14: Consider conducting capital campaigns for facility and park development.

SD 15: Develop an Advertising and Sponsorship Policy and a Park/Facility Naming Policy.

5.5 Collaborations and Agreements with Non-municipal Providers

Existing Collaborations and Agreements

The City collaborates with many non-municipal service providers in delivering parks and recreation services to the community. These agreements range in type and complexity. Any lease or license of occupation is vetted through the City's legal department. Some examples are listed below by type of agreement.

Leases

- shipping containers: commercial vendors at SOO Market
- John Rhodes CC: Soo Gymnastics, pro shop, restaurant, sports training centre
- Northern Community Centre: pro shop; Algoma District School Board uses upstairs rooms for secondary school classes
- John Rhodes Community Centre: Algoma District School Board uses upstairs rooms for secondary school classes

- GFL Memorial Gardens: Sault Major Hockey Association uses rooms; Soo Greyhounds
- Sinclair Yards: Sault Minor Ball Association has had exclusive use for 20 years
- Strathclair animal shelter: Humane Society
- Strathclair batting cages: commercial operator
- City land: Horse and Pony Club since 1969
- Bellevue Park: Algoma Sailing Club
- Bay Street 55+ Active Living Centre: City has 50-year lease with District of Algoma Social Services

Licenses

- Northern Community Centre: Sault College has standing agreement to use for men's and women's competitive hockey programs
- Captain Nichola/Goddard Park: Clean North and Police for community garden

Programs/Services

- Best for Kids Program: Manzo and Greco Pool summer program
- 'Kids Being Kids': access to indoor space at Northern Community Centre during inclement weather
- City is one of approximately ten collaborators in the new Algoma Region Youth Wellness Hub, which will provide a range of health, wellness and support services to the City's young people; contributions are largely through in-kind services

Potential New Collaborations and Agreements

Sault College and Algoma University

As noted in the Facilities discussion, Sault College is interested in exploring a potential partnership with the City to develop a new turf field and an 8-lane running track. The City and the College have a well established working relationship. The assessments for the Master Plan do not confirm need for an outdoor turf field or an additional track. Costs to upgrade the Jo Forman track, however, need to be reviewed and updated, and potential School Board contributions to this work investigated. Therefore, the possibility of an agreement for joint development and operation or an annual contribution to operating costs for a College track should be kept in mind.

Although details are not provided, Algoma University's Campus Master Plan (2020) delineates a 'Sports and Recreation Zone.'

> The Zone includes the George Leach Centre (GLC) and associated open spaces that can support sports programs and activities. The existing GLC could be expanded and renovated to support additional outdoor and sports related activities taking place within its immediate vicinity, as well as in other areas within the University campus. Further partnership discussion should be explored to enhance and expand field space. The area located south of the existing GLC could be considered for a future addition to

the building that can provide amenities and support to the Shingwauk Plaza, and other public spaces proposed in the Core Zone. Possible uses to be considered in the immediate areas of the GLC can include skating, game areas, winter sports, bike rental, among other outdoor activities.[11]

Opportunities for the City to collaborate with the University may emerge as the Master Plan is implemented over time, and will depend on community needs being appropriately accommodated in the design and operation of the facilities provided.

Key factors to consider in any partnership assessment would include the calibre/level of proposed facilities in relation to needs for community sport and recreation, and the extent of guaranteed community access.

School Boards

It was noted in consultation that community groups are required to negotiate use of school facilities each year, and that an agreement to guarantee access to facilities such as gyms for pickleball could be investigated. The Algoma District School Board currently rents facilities/space in the City's Community Centres. Both the Catholic and Public School Boards are available for community rentals through the Boards' offices. Since the City does not have a municipal gym, and school facilities are distributed throughout the municipality, working with the Board to improve community access to gyms could help diversify options to participate in recreation.

Program/Service Agreements

Indirect service provision by the City requires agreements with non-municipal providers for program delivery. These comprise short-term agreements for municipal asset use (facilities, park space, etc.) for programs or events. In collaborating with organizations such as Best For Kids and 'Kids Being Kids' , the City brings a wider range of community programs into supply that it could not easily do alone. Future program development will require outreach to new organizations. To this end, a consistent approach to formulating agreements is preferred, while recognizing potential variations in specific cases. Generally, the form of agreement should be a template that addresses the following items:

- legal names of parties involved
- type of collaborating organization: community-based volunteer group, public agency, not-for-profit agency, commercial enterprise
- type of service (e.g., sessional program, special event)
- City's purpose/objective for entering the agreement for the program/service, which should align with short-term program planning objectives
- description of program/service to be provided
- each party's responsibilities for identified deliverables, including evaluation tasks

11 https://algomau.ca/about/our-campuses-overview/sault-ste-marie/sault-ste-marie-campus-master-plan/

- details on program/service (e.g., location(s), program sections, as appropriate, age groups, number/length of sessions, etc.)

This general outline of agreement content may vary depending on the collaborator and the form of service (e.g., event, sessional program, three-hour workshop, etc.). In the case of other public or not-for-profit agencies, the engaged organization will have its own agreement requirements, which will also need to be met. If the program/service is being delivered by a commercial enterprise, net revenue- sharing between the provider and the City could be part of the agreement. The City should take the lead in preparing paperwork and executing agreements to ease the administrative obstacles to engaging program/service providers, especially when dealing with community volunteer organizations and individual program providers.

Non-Facility Based Service Providers

There are regional or provincial organizations that work with municipalities to provide programs/services using local facilities. Reaching out to these organizations to determine the possibilities for collaboration with the City could meet the needs and support the objectives of the parties involved.

Through its program development function, Special Olympics Ontario (SOO) is seeking to partner with municipal recreation departments to develop and provide programs for people with intellectual disabilities. SOO helps in the areas of volunteer and coach training courses, athlete and volunteer recruitment for the program, support for promotion, and competition opportunities. Municipal contribution to the partnership may include facilitating/running the program as part of its regular roster; providing facilities, equipment, etc.; setting the price for participation; providing necessary coaching, staff and volunteers; providing SOO with limited feedback on participant profile (e.g., age and gender); encouraging all involved with the program to register with SOO; abiding by SOO policies and procedures; paying relevant expenses (as agreed upon between the parties); providing insurance coverage for events/programs. The municipality retains all income from the program. Sault Ste. Marie is in SOO's Northern District.[12]

12 https://www1.specialolympicsontario.com/our-communities-2/
Facilitating the use of City facilities by organizations such as Special Olympics Ontario will also diversify program supply and build inclusion into service delivery.

Agreement Review

As with policy, it is important to regularly review agreements to incorporate required updates/amendments. Reviews should be done in consultation with collaborators/partners to the agreements.

SD 16: Potential collaborations in facility provision with post secondary institutions will require assessments of cost-benefits to the City in relation to community needs and guaranteed access for use.

SD 17: Facilitate and enter service agreements with non-municipal providers for short-term program provision using municipal facilities.

SD 18: Reach out to regional and provincial sport and recreation organizations to determine the potential to facilitate their use of City facilities.

SD 19: In consultation with collaborators/partners, regularly review and, as required, update agreements.

5.6 Service Marketing, Communication and Promotions

The City would benefit from a marketing plan that clearly establishes its business objectives in parks and recreation services and develops a comprehensive strategy to achieve them. The long-standing 4Ps of marketing are product, price, place and promotion.

While pricing public services differs from that of the private sector, the other aspects of marketing are important to shaping the municipal role in service delivery in the face of increasing demands / expectations and fiscal constraints to responding to these.

Of particular importance in Sault Ste. Marie is the promotions/communications component of service delivery. This emerged as a key area for improvement in consultation, and the 2019 ACTION PLAN notes a number of initiatives the City has completed or will implement related to internal and external communications:

- Internal directives focus on optimizing the use of technology to provide the community with quick, easy access to information and program/facility booking, as well as training appropriate staff on new systems/procedures and implementing a formal internal policy on using electronic communications.

- External directives include improving search features on the City's website, viewing facility availability and making bookings online, developing a consistent design for recreation and culture activity guides and packages, providing information and opportunities for youth focused use of municipal parks and recreation services, and generally improving City communication with community members, groups and partners in terms of all available leisure opportunities.

There are a variety of distinct, yet related objectives here, some of which have already been implemented. For example, the City is currently developing a new website, which will present opportunities to improve its use for promotion purposes. Once fully operational, the City can monitor and evaluate its effectiveness in generating wider awareness, and more use, of its parks and recreation services.

Further to the website work, and to develop the full range of functions/products needed in marketing, communications and promotion, the City should prepare a marketing strategy, including the scope of responsibilities to be assigned to a staff position with an allocated budget. It should also provide guidance on a suite of communications and promotion methods/tools to be used by the City in a program designed to deliver comprehensive coverage in real time. As shown in Table 5-4, social media is by far the most frequently used information source about parks and recreation services.

Table 5-4: Use of Information Sources About Recreation Services

Communication Method	**% (#) of 400 respondents**
social media (Instagram, Facebook)	63% (251)
word of mouth	35% (138)
local online news	27% (108)
City website/Tourism Guide	22% (89)
local newspaper	18% (71)
local radio/TV	17% (67)
City press releases	16% (63)

The City can also take the lead role in facilitating awareness and promotion of all parks, culture and recreation services in the community - City, other public, not-for-profit and private sector, as appropriate. A marketing strategy can outline the networking process(es) to encompass both municipal and non-municipal service providers in promotion activities.

Communications channels can also be used by the City to promote its work in parks and recreation services. The Municipality of Port Hope, for example, produces an annual graphically portrayed Parks, Recreation and Culture Year-in-Review[13] that summarizes the past year's work in developing, operating, and maintaining these services. Much of this information is already available or would be captured in monitoring activities and could be used to produce an 'annual report' to City residents.

13 https://www.porthope.ca/en/your-municipal-government/prc-year-in-review.aspx

SD 20: Prepare a marketing, communications strategy for parks and recreation services to provide direction on effective processes and tools for these functions, and budgeted staffing requirements.

SD 21: Prepare and post an annual services 'year-in-review' that summarizes and informs the community about the City's achievements in parks and recreation services.

5.7 Service Planning and Evaluation

Process and Information Requirements

The overarching goal of planning, monitoring and evaluating parks and recreation services is to contribute to informed decision-making. The process works to distinguish between community 'needs' and 'wants', to respond to 'needs' in the most judicious way, and to monitor the success of the response. The overall process is illustrated in Figure 5-1:

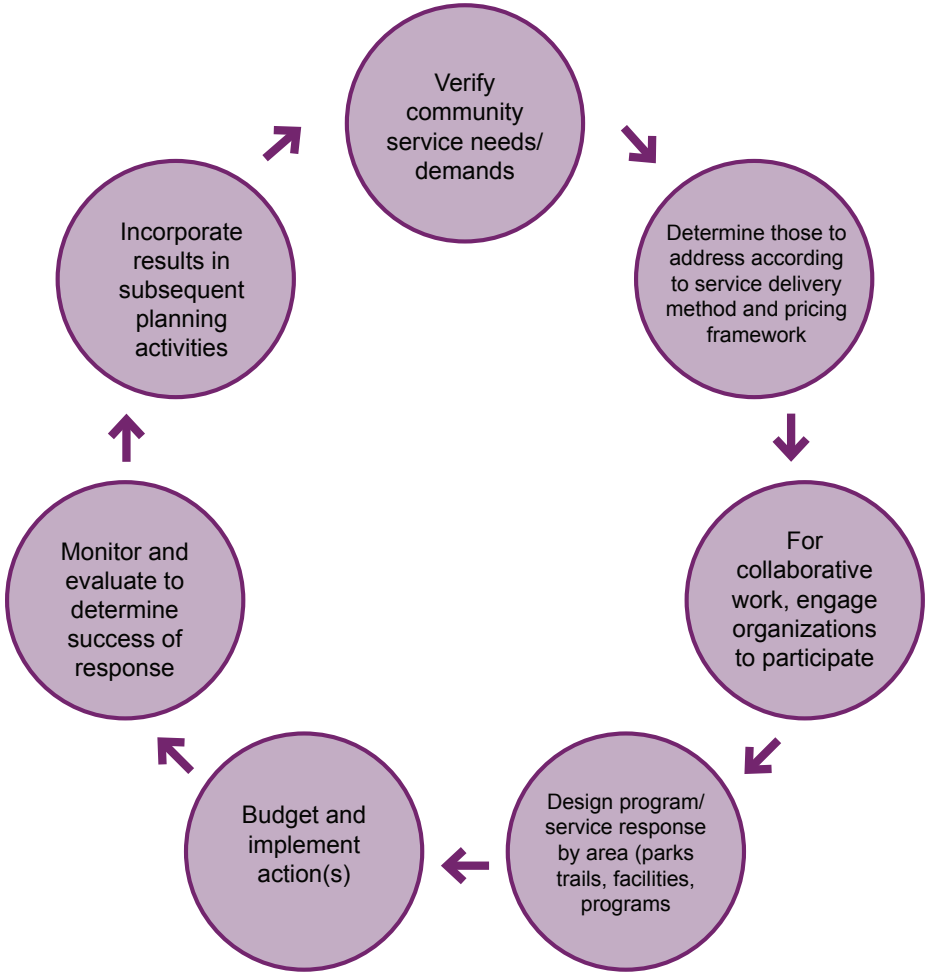

Figure 5-1: Planning and evaluation process

The focus of this discussion is areas of information collection and application. The remaining components of the planning process outlined in Figure 5-1 are the topics of other Master Plan discussions (e.g., collaborative work) and/or are ongoing City functions (e.g., budgeting and implementing actions).

Table 5-5 summarizes the key components of information collection and use in needs-based services planning to:

- verify community service needs
- monitor and evaluate the success of the service response
- incorporate results in subsequent planning activities

Although it deals with both facilities and programs/services under the same headings, it is noted that facility (infrastructure) planning is typically a longer-term endeavor than program planning, which is annual or even seasonal. The relationship between programs/services and facility needs is an iterative process, which is not conveyed in the distinction the table makes for the purposes of this discussion. Facilities planning is also touched on in Section 3.2 under Asset Management. The table includes tasks that may already be conducted by the City to show where they fit in relation to other activities.

Table 5-5: Services Planning Information Requirements and Application

Verify community service needs		
	Facilities	**Programs/Services**
Maintain a Single, Comprehensive Inventory	Document and regularly update an inventory of all facilities and relevant information by type. Ideally, all facilities now or potentially available for community use in the City should be included in a single, integrated data base	Document and regularly update an inventory of all programs and relevant information by type. Ideally, all programs/services available either directly or indirectly through collaborations with the City should be included.
Document Data on Use Related to Capacity	Track actual hours of facility use in relation to capacity (within total prime and non- prime time hours, where applicable).[14] Institute periodic, rotating checks on unscheduled facilities to document use at different times	Track program/service fill rates in instances with a capacity limit or simple counts of participants / users / attendees when no limit on capacity.
Develop Indicators of Unmet Demand	Document information on unmet demand for facilities, programs and services from organized users, community engagement via Have Your Say, resident inquiries/requests to the City, and formal market research.	
Monitor and evaluate to determine success of response		
Measure Service Performance Against Targets	Using tools noted above to gather feedback, evaluate success of individual facilities and programs/services on an ongoing basis with organized and casual users, program participants and instructors, in relation to pre-determined performance targets.	
Incorporate results in subsequent planning activities		
Adjust Service Plans According to Evaluation Findings	As a cyclical activity covering both short and long-term service provision, the findings on evaluation can be used to maintain alignment between the supply/delivery of services and community needs.	

14 Actual use is the same as scheduled use if all schedules use occurs.

Recreation management software enables information collection on service use and trends in performance to inform the planning and evaluation process. The City has software it uses for recreation services management functions. In expanding its planning and evaluation capacity, staff can develop a comprehensive menu of information requirements - based on needed indicators in all service areas.

Incorporating Data in Service Planning

The results of this work will reveal patterns of use/participation over time, available facility/program capacity that is not being used, and measures of outstanding demand. The City can determine if the response to unmet demand will be adding more facilities/programs to supply or improving the performance of existing services. Facility options to this might include lighting unlit fields, repurposing facilities, reallocating use, financial incentives to push use to less preferred times, etc. Program/service options might be adding more sessions of particularly popular programs or adding new programs.

For underused services, feedback through evaluations might reveal a range of factors leading to offering fewer times or locations for the same program, rescheduling to more convenient times, or discontinuing the service. Facility implications might include consolidation of similar facilities, relocation or removal from supply.

The results of monitoring and evaluation will also inform annual planning and budgeting and can be used to update relevant components of the Master Plan. The extent that these measures can be used to project into the future will also assist in confirming longer-term facility requirements. At the same time, long-term projections must be subject to ongoing monitoring, verification and, if required, adjusted to reflect changing levels of participation and use. A sport or activity that shows high growth in participation today may level off or decline in future years and initially projected facility needs might require adjustment.

Engaging Other Service Providers

The City works with many other non-municipal providers. Joint service planning by all key providers in the community should occur on a regular basis, with a view to integrating the efforts of all in developing facilities, programs and services. The municipality can take a leadership role in facilitating joint planning activities. This will help ensure a comprehensive, whole community approach to service planning and provision, especially as Sault Ste. Marie grows and services expand.

The number of sessions per year in which all participants should engage can be determined collectively. At least one full group session per year, however, would be required. Ideally, it should be scheduled to align with both service and budget planning but this might not be possible with multiple participants. In some cases, smaller group planning sessions,

by specific service area may be more reasonable in terms of accommodating other organizations, with the City then feeding this information into internal planning activities.

Engagement in major project planning/development or one-time events can be more narrowly defined in terms of the parties involved and the number of 'sessions' needed. Periodic joint sessions may also be needed to address new/unforeseen topics of relevance to the parties involved. A process that works for the City and other providers, therefore, should be developed and implemented in the short-term and it can grow over time, as needed.

SD 22: Develop an enhanced data base to apply in a formal recreation facilities and programs/services planning to: verify community service needs, monitor and evaluate the success of the service response, and incorporate results in subsequent planning activities.

SD 23: Take the lead in developing and implementing regularly occurring joint services planning sessions with all key non-municipal providers in Sault Ste. Marie.

SD 24: Conduct project, program or service specific planning sessions with other providers, as required.

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6.0 Implementation Strategy

6.1 Introduction

This section outlines the proposed implementation strategy for the Plan's recommendations. Following a discussion of key considerations, the recommendations are presented by the service areas of the Plan: Programs and Events (PE), Recreation Facilities (RF), Parks and Trails (PT), and Service Delivery (SD). Recommendations are accompanied by anticipated costs and timelines for completion of discrete tasks. For a more complete explanation of each recommendation, please refer to the corresponding discussion in the preceding sections of this Plan. Table 6-1 provides a summary of total estimated costs per service area, per time period of the implementation Plan.

Table 6-6: Summary of total estimated costs per service area from 2024-2034

	Total Estimated Costs			
Service area	Short term (2024-2026)	Medium term (2027-2030)	Late term (2031-2034)	Total
Programs and Events	$1,119,615	$1,119,615	$1,492,820	$3,732,050
Recreation Facilities	$10,000	$40,000	$80,000	$130,000
Parks and Trails	$5,484,600	$4,599,000	$5,630,000	$15,713,600
Service Delivery	$165,000	$0	$0	$165,000
Total	$6,779,215	$5,838,615	$6,322,820	$18,940,650

This implementation strategy should be considered part of a living document. Progress on implementation should be tracked, and the impact of completed projects on outstanding recommendations evaluated. Recommendations should then be tweaked as necessary, in terms of direction, timing, cost, etc. and reflected in annual work plans and budgets.

6.2 Considerations

The proposed roll-out of recommendations is based on the information available at the time of Plan development and includes the following considerations.

Operations vs. Capital Projects

Of the 142 recommendations, 100 are operational in nature. This means the implementation of these recommentations would be undertaken by staff as part of their day-to-day activities. The remaining 27 capital recommendations and 15 recommendations to undertake supplementary studies require discrete budget allocations for execution. This includes both improvements/repairs to existing facilities, as well as the design and construction of new facilities and amenities. The capital cost estimates for parks and trails include design fees, initial project start-up permits, insurance, protection fencing, construction signage, contingency and cast allowance.

Dependencies and Efficiencies

While recommendations are described as individual initiatives, many are interrelated and need to be considered in the larger context of achieving efficiencies in implementation. Some recommendations must be initiated and completed before other recommendations can begin, while others may benefit from being undertaken simultaneously in terms of process efficiency and providing a more fulsome approach to physical improvements. We have attempted to reflect this in the implementation strategy through indicating if a recommendation should occur in the short, medium or late term.

Budget Considerations

The implementation sequence attempts to evenly distribute the costs of recommendations over the Plan's 10-year time frame. This includes costs associated with operations, planning/design and implementation. The total cost allowance of all recommendations is $17,440,650.

It should also be noted that costs for some recommendations are not available and are yet to be determined. These have been noted in the forecast and would be in addition to the numbers provided in the strategy. Another factor to consider are cost premiums/fluctuations due to the current rate of inflation.

The current situation makes it especially difficult to attach estimates to recommendations, especially for the medium and later term items.

Staff Considerations

The need for staff resources to do the work requires both a distribution of tasks over time and, in some cases, hiring additional staff to take responsibility for implementation. It will also require coordinated efforts both internally and externally.

Flexibility

The proposed schedule reflects a reasonable roll-out, assuming no major obstacles to activation. However, it is expected that some projects may need to be delayed due to unforeseen circumstances. There may also be opportunities to "fast-track" other initiatives.

Ongoing initiatives are to be carried through each year to the end of the Plan's term. Their applicability throughout the entire period, however, will depend on evolving needs in relation to service development. For example, program expansion for specific interests may be sufficient to meet demand in considerably less than 10 years (subject to potential changes based on continuation of monitoring and verification needs). The point at which this will happen, however, is unknown and thus not identified as an "end-date" in implementation.

The recommendations shown as time-limited endeavors may also extend beyond the years shown. It may take longer to complete the identified activities and/or the completion of a recommendation may result in a new system component or procedure. Recommendations to establish formal agreements or contracts, for example, are shown as time-limited for negotiating arrangements that will create new, ongoing relationships between the municipality and other providers (e.g., volunteers, agencies, businesses, etc.).

6.3 Bill 23 Implications and Financing Considerations

In 2022, the provincial government passed Bill 23, the "More Homes Built Faster Act," to increase the supply of Ontario's market housing over the next ten years. The legislation revised ten provincial Acts including but not limited to the Conservation Authorities Act, Development Charges Act, and Planning Act, which resulted in significant implications for Ontario's land use planning regime. Bill 23 overrides zoning by-laws to increase density but simultaneously limits municipalities' ability to use development charges and parkland requirements toward concurrent infrastructure and services that support that density. For municipalities experiencing residential growth, adherence to Bill 23 has a disproportionate impact on finances.

Specifically, parkland dedication caps have been altered under Bill 23 such that the maximum alternative rate was cut in half from 1 hectare per 300 dwelling units to 1 hectare per 600 net residential units; likewise, the cash-in-lieu parkland rate for medium- and high-density developments was cut in half from 1 hectare per 500 dwelling units to 1 hectare per 1,000 net residential units. Sites of five hectares or larger are now capped at 15% parkland dedication, while sites less than five hectares are capped at 10% parkland dedication. Municipalities

must also accept encumbered lands (e.g., land with below-grade infrastructure) or privately-owned publicly-accessible open spaces (POPS) as parkland conveyance.

Similarly, Bill 23 reduces the amount of development charges permitted under municipalities' existing and future development charges by-laws. Development charges for rental housing units have been further reduced. Municipalities can no longer use development charges to purchase land for growth-related infrastructure or fund planning studies or assessments. In addition, a variety of new housing units – affordable, attainable, non-profit, and inclusionary zoning housing units, as well as gentle density (up to three units per lot) and rental buildings with four or more units – are exempt from development charges and parkland dedication fees. Revised definitions of these housing typologies may result in larger proportions of housing supply considered eligible for these exemptions.

Consequently, the revenue shortfalls resulting from Bill 23 present significant challenges to delivering current, planned, and future infrastructure necessary in residential communities. The quality and location of new parkland and facilities will be compromised, with fewer amenities, pressure to collaborate on shared space, and more reliance placed on the existing parks system. Other revenue-generating tools, innovative financing, and collaborative partnerships will be crucial for Sault to address financial deficiencies and create complete communities with sufficient park and recreation amenities and facilities. Appendix X contains further discussion of potential revenue generating avenues, including:

- Taxation initiative
- Community benefit charges
- Use of pther public budgets
- Cost sharing
- Volunteer contributions
- Bonds
- Private partnerships

6.4 Implementation Strategy

The table on the following pages outlines the anticipated costs and timeframe for implementing each of the Plan's 142 recommendations.

Operations

Capital

Studies

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
Programs & Events						
Free and Low Cost Options						
PE 1	Continue to provide free access to both Manzo and Greco outdoor pools, free summer drop-in programs, and free breakfast programs for children.					
PE 2	Seek partnerships and collaborations with other agencies, community organizations and businesses to help fund/subsidize free and low-cost recreation.					
PE 3	Consider use of an app to facilitate pick-up play at sport facilities.					
PE 4	Introduce new free events/pop-up programs at parks and facilities.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
Youth						
PE 5	Add another drop-in youth space during the term of this plan and in the interim, and/or adjust availability at NCC to be open to Youth from 2:00 pm onwards.		**TBD based on partnerships**			
PE 6	Consult with T.A.G, MYAC, and local high schools to develop youth programs.					
PE 7	Add a full-time Youth Programmer to lead youth outreach and program development.	**$208,500**	**$208,500**	**$278,000**	**$695,000**	based on an annual salary of $69,500, not including benefits
Adults						
PE 8	Add a full-time Recreation Programmer to develop adult-specific programming and activities.	**$221,115**	**$221,115**	**$294,820**	**$737,050**	based on an annual salary of $73,705, not including benefits
PE 9	Expand adult programming, including registered and drop-in options.					
Seniors						
PE 10	Consider providing intergenerational programs and/or joint use of space from 2:00 pm to 5:00 pm for youth and seniors programs that appeal to youth and seniors to optimize scheduling times at the 55+ Active Living Centre in the NCC.					
PE 11	Seek new spaces to hold seniors programs, including multi-purpose rooms and outdoor spaces.					
PE 12	Expand seniors programs and activities, particularly active, health and wellness programs (based on current demand).					
Aquatics						
PE 13	Expand targeted lifeguard/instructor recruitment efforts beyond students, to include retirees, stay-at-home parents, and newcomers.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PE 14	Expand opportunities for swimming lessons, public swims, and aquafit.					
PE15	Explore and offer new, alternative, aquatic activities.					
Accessibility						
PE16	Employ an inclusivity lens at the outset of program and event development, as well as recreation marketing and promotions so that services are accessible and welcoming to people of all ages, abilities, ethnic/cultural backgrounds, gender identities, etc.					
PE17	Continue to provide the Adventure Bus service, and seek opportunities to expand the service.					
Arts, Culture, & Heritage						
PE18	Work with the local Indigenous community to increase Indigenous-focused events, programs, and initiatives in the City.					
PE19	Work with local arts, culture, Indigenous, and heritage organizations, and artists to integrate public art into public spaces such as park design, signage, and amenity design.					
PE20	Work with Algoma University and the future Makwa Waakaa'igan Centre to collaborate and increase the contribution of Indigenous culture and knowledge to City programs and events.					
PE21	Integrate newcomer cultural practices and interests in community events, in consultation with local communities.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PE22	Allocate funding dedicated to arts, culture and heritage related initiatives.	**$481,500**	**$481,500**	**$642,000**	**$1,605,000**	Based on previously approved funding that used a calculation of $5 per capita/annually for arts and culture funding
Events						
PE23	Increase promotion and marketing of events.					
PE24	Work with the Tourism and Community Development Division, Algoma District, and Tourism Sault Ste Marie on tourism-focused events.					
PE25	Develop winter events that maximize use of winter facilities throughout the City and support the year-round availability of events.					
PE26	Provide events designed for adults.					
PE27	Add an Events Assistant.	**$208,500**	**$208,500**	**$278,000**	**$695,000**	based on an annual salary of $69,500, not including benefits
	Total Cost Programs and Events	**$1,119,615**	**$1,119,615**	**$1,492,820**	**$3,732,050**	
Facilities						
General Facility Considerations						
F1	Continue to build the profile and integration of accessibility across City services through a strong online presence and the Accessibility Centre at the JRCC.					
F2	As accessibility projects are implemented, announce their completion on the Accessibility webpage and update status reports.					
F3	Continue to provide fulsome description of accessible features at individual facilities.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
F4	Conduct the needed recreation building and facility conditions assessments that are not current will be required to inform the 2024 AMP.	**TBD**				as required for individual facilities; professional services to be hired
F5	Evaluate planned capital improvements against the results of building conditions assessments to identify those that may not be required in view of potential need for facility renewals.					
F6	Investigate potential need for major facility renewals through studies aimed at comprehensive recommendations on facilities or spaces as whole, concepts plans, estimated costs and phasing.	**TBD**	**TBD**	**TBD**		costs to be determined based on proposed renewal projects
F7	Further develop the facility planning function through performance evaluations based on a finer level of detail in the information collected to verify demand for individual facilities.					
Indoor Recreation Facilities						
F8	The existing supply of five indoor ice pads will be sufficient to meet demand during the term of the Master Plan.					
F9	Continue to monitor and evaluate the use of all pads to confirm the effect of the new pad on the distribution of use across all five pads, and future unmet demand.					
F10	In tracking ice time demand, consider any changes in the ccontribution of non-municipal providers to supply.					
F11	Assess the opportunities presented by Hockey Canada's new Dressing Room Policy on the potential to reconfigure dressing rooms to accommodate all genders and larger numbers of players per room.	**$10,000**			**$10,000**	building specialist to be hired to provide direction on options (does not include drawings)

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
F12	Prepare a detailed feasibility study to determine the potential to support a 50-metre pool to accommodate both community and competitive programming.		**$80,000**		**$80,000**	professional services for feasibility study
F13	If the GNSA need for earlier times cannot be accommodated by reallocation through scheduling, a third field may be required in the short term.					need recent assessment on need for an additional turf field; cost might be part of assessment and could be added here
F14	Track use of artificial turf fields in relation to capacity that eliminates non-prime time and the period during which hot weather precludes using the space.					
F15	Clarify target to provide a new artificial turf field as an enhanced level of service to the community, as opposed to capacity use of existing fields, given relatively greater expressed interest in more indoor facilities.					
F16	If another turf is added to the NCC, explore ways to incorporate interior cooling features in its provision to increase usable hours, and address current and future storage needs.					Depends on F14 confirmation by City
F17	Continue to monitor indoor walking participation at NCC and the GFL concourse as part of KPIs in relation to targeted service levels.					
F18	Encourage the pickleball, tennis and curling clubs to prepare a feasibility study and seek support from Tennis Canada for this work, with municipal representation on the project Steering Committee.					study cost to be carried by the clubs
F19	Determine scheduling related changes needed to achieve better overall space allocations		**cost included in F23**			could be done in-house or twinned with F23

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
F20	Determine scheduling related changes needed to achieve better overall space allocations.					
F21	Determine capital upgrades required to support changes in use for expanded/new programs.		**$10,000**		**$10,000**	this would be an architectural assessment based on F21; does not include drawings; capital costs to upgrade will depend on required work
F22	Consider opportunities for seniors and adult programming to share the same spaces at different times.					
F23	Review all existing uses of general program space by facility to identify opportunities to consolidate programs/uses in terms of aligning those that are compatible while maintaining an appropriate geographic and scheduling distribution of services.					
F24	Determine capital upgrades required to support changes in use.		**$30,000**		**$30,000**	to be done in conjunction with seniors' space at NCC; does not include drawings; capital costs to upgrade will depend on required work
Outdoor Recreation Facilities						
F25	Future investment in ball diamonds should be directed to optimizing the potential of the Strathclair site to provide a major hub for community league use, and for tournament activity.	**TBD**	**TBD**	**TBD**		costs as required
F26	Consider decommissioning the two junior diamonds Elliott Sports Complex and repurposing the space for other recreation uses.	**TBD**				cost to decommission
F27	Schedule all existing fields to achieve capacity use.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
F28	Schedule all existing fields to achieve capacity use.					
F29	As part of ongoing consultation, clarify user groups' concerns about lack of field availability and needed improvements..					
F30	Review and update costs to resurface/upgrade the Jo Forman Track, and encourage School Boards to contribute to costs of improvements.	**TBD**	**TBD**	**TBD**		jointly funded study, capital and operating costs to be determined in negotiations with College
F31	Continue to support the development of cricket as part of community sport through asset maintenance and tracking facility use.					
F32	Provide facilities for organized tennis and pickleball to support formal community-based programming by the Tennis Association and Soo Pickleball, while ensuring court scheduling includes designated times for casual use by the community, in both prime and non-prime time periods.					
F33	Provide equitable support for organized tennis, pickleball and bocce activity by assigning priority to improvements to some courts for each type of sport in the short-term and addressing improvements to remaining courts once a 'basic' level of service is established.					
F34	Monitor and track all court use to determine use in relation to capacity and the need for future additions to supply.					
Arts, Culture and Heritage Facilities						
F35	Include all City-operated arts, culture and heritage facilities that are programmed in service monitoring and evaluation to establish use in relation to capacity and determine the potential to grow activity at these locations.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
F36	Initiate the concept of an Art, Culture and Heritage District in the downtown core and along the waterfront as a focus for promotion and attraction.					part of marketing and promotions
F37	Continue to build local events programming at the Bellevue Park bandshell.	**TBD**				costs as required
	Total Cost Facilities	**$10,000**	**$40,000**	**$80,000**	**$130,000**	
Parks & Trails						
General Park and Trail Considerations						
Parkland Classification and Provision						
PT 1	Adopt the updated parkland classification system.					
PT2	Leftover landscaped spaces such as awkward slivers of land, environmentally sensitive features, boulevard mediums, roundabout centers, or traffic island gateway features should not qualify as park space as part of parkland dedication from developers.					
PT3	New parkland should be located with consideration of the access map (Figure 4-1), to provide parks or trails to those in areas who are not currently within 800-1000m of an existing park.					
PT4	New subdivisions that are not within 800-1000m of an existing park should require parkland, and ideally a parcel greater than 1.0ha for maximum benefit to the community.					
PT5	Infill and smaller developments in the urban area may accept cash-in-lieu if there are parks, trails, natural spaces, or recreation facilities relatively nearby (up to 1,000m away).					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
Park Revitalization Plan						
PT6	Incorporate improvements to pathways/trail connections, accessibility, beautification, signage, naturalization, tree planting, etc. into the Park Revitalization Plan.					
PT7	Provide funding for implementation of the Park Revitalization Plan, aiming for at minimum three parks improved per year.	**$900,000**	**$900,000**	**$1,200,000**	**$3,000,000**	$300,000 per year
PT8	Update the Park Revitalization Plan based on 2021 census data, and reassess the scores applied to each park every two to four years (as asset management needs dictate and as new census data becomes available), and adjust the prioritized list of parks as needed.					
Accessibility and Comfort						
PT9	Ensure that all playgrounds are maintained to CSA standards and within the Accessibility for Ontarians with Disabilities Act.					
PT10	Conduct an accessibility audit to determine the current degree of accessibility within each park/ playground, and trail segment, and update the City website and parks inventory accordingly (this can be integrated into the Park Revitalization Plan).					
PT11	Incorporate accessible seating, play equipment, and pathway design in the design phase of future parks and trails.	**Project dependant**	**Project dependant**	**Project dependant**		
PT12	Employ the principles of CPTED in parks, trails, and facilities.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PT13	Provide shelter (in the form of structures and tree planting), seating (preferably picnic tables), and lighting at all parks and trails that is adequate for the amount, season, and type of use.	**$1,863,000**	**$1,863,000**	**$2,484,000**	**$6,210,000**	based on $150,000 allowance for each district/community park and $60,000 for each neighborhood park
PT14	Install washroom access and a drinking water source in high-traffic parks and trail heads. Accessible washrooms (including adult change tables) should be provided.	**$616,000**	**$616,000**	**$616,000**	**$1,848,000**	based on $300,000 per winterized washroom and $8,000 for water fountain for two parks per time period
PT15	Increase staffing as needed to provide an increased level of service related to accessibility, safety, and comfort.	**TBD based on need**	**TBD based on need**	**TBD based on need**		
Horiculture and Community Gardens						
PT16	Continue to support the Horticulture team, greenhouses, the winter foodbank vegetable growing program, and mini-orchards/fruit tree plantings.					
PT17	Continue to work with the Environmental Sustainability Committee, planting pollinator gardens throughout the City.					
PT18	Work with local organizations to introduce a butterfly conservatory.					
PT19	Develop a Community Garden Policy.					
Free, Unstructured Outdoor Activities						
PT20	Give preference to projects/amenities/initiatives etc. that will increase the opportunities for free, unstructured outdoor recreation activities.					
PT21	Add obstacle course type play equipment that has components that are appealing to children, youth and adults, and selecting a location based on the criteria discussed herein.		**$350,000**		**$350,000**	

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PT22	Continue to monitor demand for additional skate parks and pump tracks.					
Outdoor Ice Rinks						
PT23	Continue to provide the six existing outdoor skating rinks/loops.					
PT24	Rebuild the skate shack at Esposito to include accessible washrooms, heated changerooms, and plan for it to be operational year-round.	**$300,000**			**$300,000**	
PT25	Assess the feasibility of converting Esposito Rink to a plant operated, multi-season, multi-sport facility.	**$20,000**	**TBD (based on study)**		**$20,000**	
PT26	Consider adding a roof to Esposito, William Merrifield and/or Anna McCrea (in partnership with School Board) rinks.		**$150,000**		**$150,000**	
New Dog Park						
PT27	Add at least one dog park within the term of this Plan, monitoring for additional demand, and select the site based on the factors discussed herein.	**$250,000**			**$250,000**	
PT28	Explore adding lights to dog parks to extend hours of safe operation.	**$20,000**			**$20,000**	
Trail Recommendations						
PT29	In new subdivision developments, encourage parkland dedication in the form of trail networks, which connect the neighbourhood to other trails, facilities, and shops.					
PT30	In urbanized areas, seek opportunities to provide separated active transportation boulevards along road ways to add connections to the trail network.	**TBD**	**TBD**	**TBD**		seek partnership with public works and engineering
PT31	Winterise trails which are: near to seniors residences, near to schools, near to shopping areas, and/or act as connectors between key locations.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PT32	Continue to provide security personnel at trail segments where needed.					
Site-Specific Recommendations						
Bellevue Park and Marina						
PT33	Continue to maintain the trails, and all connections to the trails, in Bellevue Park for winter use.					
PT34	Complete the accessible pathway to the kayak launch, and add a railing to the ramp.	**$50,000**			**$50,000**	
PT35	Prepare an updated Master Plan for Bellevue Park and Marina that considers at minimum: all of the existing amenities; a plan for the playgrounds; new amenities such as a fat bike trail, cedar hedge maze, barbecue stations and any others that arise through consultations; connections required within and to the site; parking needs; pathways and circulation; signage; accessibility; compatible and incompatible uses, etc.		**$120,000**	**TBD (based on study)**	**$120,000**	
Clergue Park						
PT36	Complete a Master Plan for Clergue Park that includes consideration for adding a playground, heated shelters, and/or a heated changeroom building with concessions stand and skate rentals.	**$80,000**	**TBD (based on study)**		**$80,000**	
Elliott Outdoor Sports Complex						
PT37	Add a playground to Elliott Outdoor Sports Complex.		**$200,000**		**$200,000**	
Esposito Park						
PT38	Add lighting to the pump track at Esposito Park.	**$30,000**			**$30,000**	
V.E. Greco Pool/Capt. Nichola Goddard Park						
PT39	Add accessible, universal washrooms and change rooms to V.E. Greco Pool.	**$300,000**			**$300,000**	

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PT40	Add shade structures near the pool at V.E. Greco Pool.	**$150,000**			**$150,000**	
Kinsmen Park, Hiawatha Highlands, and Wishart Park						
PT41	Work with Tourism Sault Ste. Marie and other partners involved in Kinsmen Park and Hiawatha Highlands to develop tourism initiatives to encourage visits to the Parks and other sites in the City.					
Manzo Pool and Splash Pad						
PT42	Add accessible, universal washrooms and change rooms to Manzo Pool and Splash pad.	**$300,000**			**$300,000**	
PT43	Add shade structures near the pool and splash pad at Manzo Park.	**$150,000**			**$150,000**	
Point Des Chenes						
PT44	Conduct a market feasibility study to determine the suitability of a campground at Point Des Chenes, and the preferred operation model.	**$50,000**			**$50,000**	
Queen Elizabeth Sports Complex						
PT45	Resurface the Jo Forman track.	**TBD (based on partnership)**				
PT46	Develop the second phase of the skateboard park at Queen Elizabeth Sports Complex.			**$180,000**	**$180,000**	
Roberta Bondar Park and Marina						
PT47	Upgrade the dock, port fender system for cruise ships, and marina building at Roberta Bondar Marina.	**$255,600**				
PT48	Partner with Tourism Sault Ste. Marie on further improvements or initiatives to attract cruise ship visits.	**TBD (based on partnership)**	**TBD (based on partnership)**			

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
PT49	Consider adding a mini-putt course at Roberta Bondar Park.			**$200,000**	**$200,000**	
Strathclair Sports Complex						
PT50	Conduct a lighting audit to identify priority areas (e.g., parking lot, skating area, dog park), and add lighting at Strathclair Park.		**TBD (based on audit)**			
PT51	Investigate the possibility of adding potable water tanks, and if possible, provide drinking water fountains for people and pets at Strathclair Park.	**TBD (based on partnership)**				
PT52	Provide shade by way of tree planting and shade structures throughout Strathclair Park.	**$150,000**	**$150,000**	**$150,000**	**$450,000**	Based on three built shade structures at $150,000 each. Cost of trees varies, and planting could be absorbed as an operational cost
PT53	Provide a warming shelter with wind protection and timed heaters near the skating area at Strathclair Park.		**$250,000**		**$250,000**	
	Total Cost Parks & Trails	**$5,484,600**	**$4,599,000**	**$4,830,000**	**$14,913,600**	
Service Delivery						
Role of the Municipality in Service Delivery						
SD1	Continue direct and indirect service provision, as appropriate, in best serving community recreation needs.					
SD2	Assign the PRAC to advise Council and assist staff in implementing the Master Plan.					
SD3	Explore other potential labour pools to offset labour shortage and for new programs including residents with specific interests and skills sharing part-time instructors with other agencies, and engaging post secondary students from relevant programs.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
SD4	Conduct a formal review of operations and staffing to determine a 'baseline' of staffing needs to meet all areas and optimal levels of service provision.	**$50,000**			**$50,000**	likely too much work to be conducted in-house but, if it can, cost can be removed.
Policy Requirements						
SD5	Conduct a service pricing study as the basis for setting recreation services fees in relation to cost recovery targets, and to inform a pricing policy and considering affordable access.	**$45,000**			**$45,000**	professional services to be hired; cost is for parks and recreation services only; a corporate wide study would increase the cost
SD6	Consider developing an inclusion policy to support and promote equitable access to parks and recreation services.					
SD7	Develop a community group affiliation policy to provide clarity and consistency in terms of the range of support services available to all volunteer groups and what they must do to be eligible to be, and remain, affiliated.					
SD8	Consult with volunteer recreation groups to confirm the type and extent of required assistance to sustain/grow their programs/ events, and to inform development of the policy within the capacity of the City to provide support.					
SD9	Develop a policy for grants to non-profit community groups as distinct from the community group affiliation policy.	**annual operating budget**				
SD10	Develop a collaborations and partnerships policy to guide the City in working with other providers to delivery parks and recreation services.					
SD11	Regularly review and update policies to reflect relevant changes.					

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
Revenue Generating Programs and Services						
SD12	Institute revenue generating programs to help offset the costs of service provision.					
SD13	Assign priority to revenue generating programs according to ease of implementation.					
SD14	Consider conducting capital campaigns for facility and park development.					
SD15	Develop an Advertising and Sponsorship Policy and a Park/Facility Naming Policy.					
Collaborations and Agreements with Non-munipal Providers						
SD16	Potential collaborations in facility provision with post secondary institutions will require assessments of cost-benefits to the City in relation to community needs and guaranteed access for use.					
SD17	Facilitate and enter service agreements with non-municipal providers for short-term program provision using municipal facilities.					
SD18	Reach out to regional and provincial sport and recreation organizations to determine the potential to facilitate their use of City facilities.					
SD19	In consultation with collaborators/partners, regularly review and, as required, update agreements.					
Service Marketing, Communications and Promotion						
SD20	Prepare a marketing, communications strategy for parks and recreation services to provide direction on effective processes and tools for these functions, and budgeted staffing requirements.	**$70,000**			**$70,000**	

#	Recommendation	Short-Term (1-3 years)	Mid-Term (4-6 years)	Long-Term (7-10 years)	Total Cost	Notes
SD21	Prepare and post an annual services 'year-in-review' that summarizes and informs the community about the City's achievements in parks and recreation services.					
Service Planning and Evaluation						
SD22	Develop an enhanced data base to apply in a formal recreation facilities and programs/services planning to: verify community service needs, monitor and evaluate the success of the service response, and incorporate results in subsequent planning activities.					
SD23	Take the lead in developing and implementing regularly occurring joint services planning sessions with all key non-municipal providers in Sault Ste. Marie.					
SD24	Conduct project, program or service specific planning sessions with other providers, as required.					
	Total Cost Service Delivery	**$165,000**	**$0**	**$0**	**$165,000**	

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Appendix

Soo Prime time Hours at Indoor Ice Pads
Hockey Canada Dressing Room Policy

Parks and Recreation Master Plan

Prime time Hours at Indoor Ice Pads

									totals per day		otal per week
Pad	Days	Prime Hours	# hrs	Non Prime Hours	# hrs	Non Prime Hours	# hrs	Totals	Prime Hours	on Prime Hou	Prime Hours
JR 1	Weekday	5:00pm - 10:00pm	5	7:00am -5:00pm	10	10:00pm-11:00pm	1	16	5	11	25
JR2	Weekday	5:00pm - 10:00pm	5	7:00am -5:00pm	10	10:00pm-11:00pm	1	16	5	11	25
JR1	Weekend	9:00am - 10:00pm	13	7:00am -9:00am	2	10:00pm-11:00pm	1	16	13	3	26
JR2	Weekend	9:00am - 10:00pm	13	7:00am -9:00am	2	10:00pm-11:00pm	1	16	13	3	26
McM (NC 1)	Weekday	5:00pm - 10:00pm	5	4:00pm-5:00pm	1	10:00pm-11:00pm	1	7	5	2	25
McM (NC 2)	Weekday	5:00pm - 10:00pm	5	4:00pm-5:00pm	1	10:00pm-11:00pm	1	7	5	2	25
McM (NC1)	Weekend	9:00am - 10:00pm	13	7:00am -9:00am	2	10:00pm-11:00pm	1	16	13	3	26
McM (NC2)	Weekend	9:00am - 10:00pm	13	7:00am -9:00am	2	10:00pm-11:00pm	1	16	13	3	26
Gardens	Weekday	5:00pm - 10:00pm	5	2:00noon - 5:00pn	5	10:00pm-11:00pm	1	11	5	6	25
Gardens	Weekend	9:00am - 10:00pm	13	7:00am -9:00am	2	10:00pm-11:00pm	1	16	13	3	26
			90		**37**		**10**	**137**	**90**	**47**	**255**

Classification:	OPERATIONS		
Policy Section/Contact:	Sport Safety	**Approved By:**	ELT
Effective Date:	September 12, 2023	**Next Review Date:**	September 12, 2026

PURPOSE

Hockey Canada firmly believes all participants (athletes, officials, coaches, team staff, etc.) have a right to access safe, inclusive, and equitable dressing spaces. In this regard, all participants have the right to utilize the dressing room or appropriate and equivalent dressing environment based on their gender identity, religious beliefs, body image concerns and/or other reasons related to their individual needs.

Hockey Canada believes in balancing the safety, privacy, modesty and wishes of our participants without compromising the aspects of camaraderie, social integration and bonding inherent in a team sport. This Policy attempts to meet these goals while providing a safe and respectful environment for participants.

This Policy represents a shift in philosophy from previous dressing room regulations. As will be further explained below, this new model is based upon creating safe, inclusive and equitable dressing room environments that are designated team spaces for everyone, while providing proper supervision.

SCOPE

The Dressing Room Policy applies to all minor hockey teams sanctioned by Hockey Canada and its Members.

DEFINITIONS

- "**Dressing rooms**" – officially designated spaces for changing in and out of gear. Mostly, these are men's and women's, multi-stall spaces and occasionally can be all-gender, multi-stall spaces.
- "**Dressing environments**" – spaces beyond dressing rooms (in close proximity to them) that can be temporarily repurposed to provide a space for a small number of participants to change in and out of their gear (e.g., official's room, multi-purpose room, meeting rooms, single-unit washrooms).
- "**Policy**" – means this Dressing Room Policy.

PROCEDURE

The Minimum Attire Rule

To best promote inclusion and to respect the privacy of all participants on a team, Hockey Canada requires all participants to wear 'minimum attire' at all times in a dressing room or in dressing environments where more than one participant is present. This means that participants should arrive at the rink wearing a base layer (e.g., shorts and t-shirt, compression shorts and shirt or sports bra). A participant not arriving at the rink wearing their base layer can use an appropriate private space (e.g., private restroom stalls or empty/unused dressing rooms) to change into the base layer and then enter the team dressing room with the other participants.

DRESSING ROOM POLICY

It is the responsibility of all coaches and team staff to instruct players regarding the minimum attire rule and ensure that players are complying with this Policy.

Hockey Canada recognizes the physical limitations of some facilities and encourages associations to work creatively and proactively, using an athlete-focused, ethical, and values-based approach, with local facility management to ensure that appropriate and equivalent dressing environments are available to all participants who would prefer not to get dressed in the team dressing room.

Team Talks

Hockey Canada stresses the importance that all participants are treated as valued members of a team. Therefore, coaches and team staff should only engage in pre- and post-game talks when all athletes are present in the dressing room.

Use of Showers – Recommended Best Practice

As outlined in the purpose section, there are many reasons why athletes may require privacy (religious reasons, chronic conditions, body image, gender). The following guidance around the use of showers, is an additional step in creating environments within which athletes feel safe and secure. It is recommended that when showers are not private stalls, that these be used in a manner that respects the privacy of all participants. When in open concept showers, it is encouraged that all athletes wear certain "minimum attire" at all times, including swimwear. In order to facilitate this, participants could use a private restroom stall to change out of their base layer and into their swimwear prior to using the shower. Similarly, they could dress in a private restroom stall after they have completed their shower. Coaches and/or team staff should ensure they are able to supervise the dressing room while participants are showering, following 'Rule of Two' guidelines below.

Officials Dressing Rooms

Given that dressing room spaces for officials and officiating teams are often shared by officials of a wide variety of ages and genders and may be used by different sports at the same time, safety and privacy are of the utmost importance. To create a safe and welcoming environment for everyone who uses an officials dressing room space, the minimum attire rule and shower recommendations described should be applied.

Applicable Laws

Hockey Canada Members that have mediated human rights settlements within their Province/Territory with respect to specific dressing room parameters are exempted from this Policy within their jurisdictions, but solely to the extent required so that they may continue to adhere to such settlements.

Rule of Two

To best ensure safety for all participants, all minor hockey programs sanctioned by Hockey Canada and its Members are required to implement the 'Rule of Two' for all dressing rooms. The 'Rule of Two' requires two trained and screened adults to be present in the dressing room or immediately outside the dressing room with the door propped open to monitor the environment and ensure it is free of any discrimination, harassment, bullying, or other forms of maltreatment. The Rule of Two remains in place when showers are in use.

Prohibition on Violent Activities in Dressing Rooms

To ensure the safety of all participants in the dressing room, no type of violent conduct of any kind (including locker room boxing) bullying, or hazing is permitted. It is the responsibility of coaches and team staff to ensure that no such violent behaviour is taking place in dressing rooms or dressing environments. Should anyone experience maltreatment in violation of this section of the Policy, a complaint may be submitted to Hockey Canada's Independent Third Party.

Prohibition on Recording in Dressing Rooms or Dressing Environments

To respect the privacy of participants, no videos, still photos, or voice recordings of any kind may be taken using any device with recording capabilities in a dressing room or dressing environment. Cell phones are only permitted to be used in a dressing room or dressing environment for the purposes of controlling music played in those spaces.

RELATED POLICIES & DOCUMENTS:

Hockey Canada Dressing Policy FAQ (Located on Hockey Canada Website)

Hockey Canada Dressing Room Implementation Guide (Located on Hockey Canada Website)

Hockey Canada Gender Expression / Identity Policy (Located on Hockey Canada Website)

Hockey Canada Gender Expression / Identity Policy FAQ (Located on Hockey Canada Website)

Hockey Canada Screening Policy (Located on Hockey Canada Website)

Hockey Canada Maltreatment Complaint Management Policy (Located on Hockey Canada Website)

Revision History

Date	*Version #*	*Change*
Sept. 12, 2023	2.1	Updated language regarding use of shower section from required to recommended.
June 19, 2023	2.0	Major revisions and updates
Mar. 29, 2021	1.1	Updated to new template and reflect new age categories.
Jan. 1, 2010	1.0	New

DRESSING ROOM POLICY IMPLEMENTATION GUIDE

Introduction

The Hockey Canada Dressing Room Policy is a guiding document intended to provide the standards and guidelines necessary to ensure the safe, inclusive and equitable participation of all participants. This implementation guide, directed toward team officials, functions as a practical accompaniment to the Dressing Room Policy and should additionally be read with the Hockey Canada Gender Expression/ Identity Policy. The implementation guide is divided into preparation and application steps to safety, equity and inclusivity.

Respect and Responsibilities

All participants of Hockey Canada member associations have the right to be respected and be equal participants in their member organization. Respecting the rights of athletes, staff and the parents/ guardians of participants to inclusion and equal treatment (including the removal of any discriminatory requirement, factor or other barrier), may need no accommodation at all. However, if a participant has a human rights-related need (such as requesting separate changing facilities due to religious reasons or gender identity), then every attempt will be made to accommodate, limited only by undue hardship. Additional information on human rights, protected grounds, duty to accommodate and undue hardship can be found on the Canadian Human Rights Commission website.

How to Accommodate

A participant on a team may request accommodation assistance with respect to the dressing room for a number of reasons, including but not limited to:

- Gender identity
- Need for privacy
- Body image concerns
- Religious reasons
- A combination of any of these reasons

Knowing the reason(s) behind an accommodation request is not necessary for providing accommodations and respect. It is the choice of the participant as to whether or not they disclose the reasons for the accommodation request.

Preparation	Application
Anticipate barriers to inclusion and equity and take actions to address them to the best of your ability, such as: • Create or amend any team codes of conduct that includes information on the Hockey Canada Dressing Room Policy and the process required request an accommodation. • Inquire about empty dressing rooms available with the facilities manager before the season begins. • Inquire about appropriate and equivalent changing areas, such as meeting rooms, all-purpose rooms, officials' rooms, etc., before the season begins. **Raise Awareness about the Policy** • Speak with parents/guardians during a pre-season talk to discuss the Dressing Room Policy • Speak with all participants during the pre-season talk about the Dressing Room Policy when discussing respect and anti-bullying/hazing. • Communicate alternative options available and how to access them.	**Responding to request for accommodation such as:** • Offer alternative options explored in preparatory steps. • Design an equitable dressing schedule, if necessary.

Steps to Prepare

1. **Increase awareness and understanding.**
   a. In pre-season meetings, ensure participants and parents/guardians are aware of and understand the Dressing Room Policy. It is crucial that all team staff across the country take opportunities to affirm their commitment to dressing room safety, equity and inclusion.
      I. Discuss with participants and parents/guardians the Dressing Room Policy and the Rule of Two.
      II. Discuss with participants and parents/guardians the Dressing Room Policy when discussing respect and anti-bullying/hazing.

2. **Provide information to participants and parents/guardians about how to request dressing room accommodation.**
    a. Communicate in writing to all participants how to request dressing room accommodation; an example of a process is below:
        I. Participant or their parent(s)/guardian(s) submitting the request on their behalf to provide a written request to their local hockey association (LHA)
        II. The individual(s) requesting dressing room accommodation are entitled to the following:
            1. A confidential meeting, with date, time and space relayed in advance to discuss the accommodation request with an LHA representative.
            2. Bring a support person (parent/guardian or supportive adult) to the meeting.

3. **LHAs should work with their local facilities each season to understand what alternative and equivalent dressing room options are available to be best prepared should an accommodation request come from their program or a visiting program.**

Steps to Apply

If a participant requests a dressing room accommodation regardless of the reason, some options, although not the only options, include:

1. **Offering alternative and equivalent dressing room options.**
    a. During the timeslot needed, inquire if an empty dressing room is available.
    b. If there is no empty dressing room, inquire about appropriate and equivalent dressing room areas that are available and take into consideration the distance to the ice surface. These may include:
        I. Officials' rooms
        II. Meeting rooms
        III. Another team's currently unused dressing room

2. **Implementing an equitable dressing room schedule.**
    a. An equitable dressing room schedule must ensure all participants have access to dressing rooms by designing a schedule with an order that reflects that all participants have access to using the dressing room space first and in a timely fashion in alternating manner.
    b. Team staff must ensure no pre- or post-game team activities occur in the dressing room without all participants of the team present.
    c. Examples of equitable dressing room schedules could reflect the schedules below:

2nd Shift	**Individual/ Private**	**Shared/ Group**	**Shared/ Group**	**Individual / Private**

	Pre-Game	Post-Game	Next Pre-Game	Next Post-Game
1st Shift	**Girls'/Women' Shared**	**Boys' / Men Shared**	**Individual / Private**	**Girls'/Women' Shared**
2nd Shift	**Individual / Private**	**Girls'/ Women' Shared**	**Boys' / Men Shared**	**Individual/ Private**
3rd Shift	**Boys' / Men Shared**	**Individual / Private**	**Girls' / Women' Shared**	**Boys' / Men Shared**

Providing Accommodations

Hockey Canada recommends all organizations that become engaged in an accommodation process follow the below principles:

1. Ensure the participant who is requesting the accommodation is allowed to share their concerns and the need for the request.
2. Summarize what the participant discussed in reference to their accommodation request and ask for confirmation of the accuracy of what has been understood.
3. Confirm with the participant that an accommodation will allow them to feel safe and be able to participate fully.
4. Ensure the participant is engaged in brainstorming potential solutions.
5. Ensure the participant is comfortable with all potential solutions, and if not work with them to continue brainstorming additional solution options.
6. Set up a mutually agreeable time with the participant to present and brainstorm accommodation options.
7. Allow the participant to choose which option is most comfortable for them.
8. Allow the participant to decide which team official(s) may need to be notified of the decision, who will help secure changing spaces and the logistics of any accommodation.
9. Ensure the participant knows that if the accommodation needs adaptation or additional needs present that they can re-engage in the accommodation.

Advocacy

A participant may require their LHA or team official(s) to assist in advocating on their behalf to ensure an appropriate and equivalent accommodation request is implemented in a timely and confidential manner. Advocacy can take many forms, including but not limited to the following:

1. Speaking with facility management on the participant's behalf, respecting the confidentiality of the participant.
2. Speaking with a tournament or league organizer to discuss the availability of additional dressing room options and/or appropriate and equivalent changing spaces.
3. Upon the participant's request, disclose private information about the participant to authorized individuals approved by the participant and/or their parent/guardian, only when necessary.

DRESSING ROOM POLICY

FREQUENTLY ASKED QUESTIONS GUIDE

Policy Rationale

1. **Why is Hockey Canada updating its Dressing Room Policy?**
   a. The Dressing Room Policy is focused on enhancing inclusion and safety for all participants on any team or officiating team across the country. Dressing rooms are designated team spaces for all team participants to use and interact in on a welcoming, equitable, inclusive and safe basis. In addition, in an effort to minimize occurrences of maltreatment, bullying, and harassment in the dressing room these spaces now come with minimum attire and supervision requirements, and a requirement to accommodate individuals if they require additional measures or supports.

Rule of Two & Enhancing Dressing Room Supervision

2. **What is the Rule of Two?**
   a. The Rule of Two replaces the Two Deep principle. What this means is that all interactions with athletes need to be conducted in open, observable and justifiable environments, which applies to dressing rooms. More information on the Rule of Two is available in the Hockey Canada Screening Policy.

3. **What are open, observable and justifiable environments?**
   a. Sport environments that are open, observable and justifiable refer to those that occur that are normal to a sport environment (i.e. arena, workout facilities, dressing rooms, bench, ice surface) that allow individuals to view the environment and do not typically occur behind closed doors. The idea is that all interactions with athletes occur in a location that someone could interrupt if necessary.

4. **How does the Rule of Two work within a dressing room environment?**
   a. Fundamentally, the Rule of Two is designed for all communication and interaction to be conducted in an open, observable and justifiable environment. The dressing room by its design is not always open or observable, but the environment is justifiable in the sport context. To abide by the principles of the Rule of Two, interaction with participants can occur within the dressing room if two screened and trained team officials, volunteers or parents/guardians are present with the dressing room.

5. **What is a trained and screened individual?**
   a. Trained and screened is defined by the Coaching Association of Canada (CAC) as individuals who have completed ethics education (Respect in Sport or CAC Safe Sport Training) and have passed a thorough background check, which can include items like interviews, criminal record checks and reference checks.

6. **Why should the Rule of Two be implemented?**
   a. The Rule of Two is designed to provide greater protection to both athletes and team staff/coaches by never leaving two individuals where there is a power imbalance present alone.

7. **Doesn't the Rule of Two require more work of our coaches, team officials and volunteers?**
   a. This Rule of Two will potentially require an additional individual to be present in situations where they were previously not present. Although there is an increase in the number of individuals, it is imperative to have this second person to increase the safety of the environment, especially in situations where individuals may be vulnerable and environments where sensitivity is needed. In hockey – this means the dressing room.
   b. In situations where teams may be using multiple dressing rooms, dressing room supervision and the Rule of Two still applies. Teams should endeavour to have coverage for all dressing room spaces.

8. **I am concerned that the Rule of Two is difficult to learn and implement, is there any education available on this subject?**
   a. Yes, the Coaching Association of Canada (CAC) has developed a bilingual e-learning module that is free and takes approximately 15-20 minutes to complete. The link for the training module is here. For coaches who need to collect Professional Development (PD) points to maintain their certification, the Rule of Two module awards one PD point for completion.

Dressing Room Management

9. **What are examples of what could be an appropriate alternative dressing room?**
   a. Appropriate alternative dressing room arrangements will differ in every arena across Canada. These arrangements will be determined by the physical layout of different facilities.
   b. In the most ideal scenario – a changing area that is equidistant to the ice surface as the team dressing room, with a washroom and shower is the best option. However, this may not always be available, so other options may include an officials' room, meeting room or staff room.
   c. If your program requires an alternative dressing room, team officials or local hockey associations should be proactive in contacting facilities (once schedules are determined) they will play in to discuss what options are available and how to gain access to those spaces, should the need to use them arise.

10. **The team I coach is multi-gendered, and the team uses one dressing room. What should I do if I have athletes who show up to the rink not wearing their base layer?**
    a. If this situation occurs on a multi-gendered team, team officials should instruct the athlete to use the washroom or a private changing area to put their base layer on before joining the team to put on their remaining hockey equipment. A reminder of the base layer requirements should be sent to the parents/guardians.

11. **The team I coach is multi-gendered, and the team uses one dressing room. We have an athlete that does not use a base layer under their equipment, how should I proceed?**

    a. In the event this occurs, team officials should instruct the athlete to put their equipment (including pelvic-area protective gear) in the private washroom stall within their dressing room (if one is available) before putting their remaining equipment on with the rest of the team. A reminder of the base layer requirements should be sent to the parents/guardians.

12. **I coach a multi-gendered team and the athletes prefer to shower at the arena after practices and games, how can I create an equitable schedule for use of the showers?**

    a. Please refer to the Hockey Canada Dressing Room Policy Implementation Guide for examples of equitable dressing room schedules. An information sharing session with all parents/guardians and athletes surrounding this topic should be conducted pre-season to ensure all stakeholders are informed. This could be run by each team, or a local hockey association could hold this session for all its programs.

13. **An athlete on my team is a transgender girl and wants to dress in the room that aligns with their gender identity. I have heard concerns from individuals around the team that there will be a "boy" in the girls' dressing room and the girls will be "unsafe." How do I address this?**

    a. Hockey Canada mandates that every participant has the right to use the dressing room that is most congruent with their gender identity, as per the Hockey Canada Gender Expression/Identity Policy, and by provincial human rights legislation and the duty to accommodate protected grounds.

    b. Furthermore, this example perpetuates the myth that trans girls/women are actually boys and men who transition to gain access to girls'/women's-only spaces for their own gratification. Additional information can be found in the Hockey Canada Gender Expression/Identity Policy FAQ**.**

14. **A team has an athlete that requires an alternative dressing room arrangement. How can I best support the athlete so they are welcomed and included?**

    a. Speak with the athlete and/or their parents/guardians (if the athlete wants their parents/guardians involved) and ask how to best include them. Listen to them and respect their needs, even if you do not fully understand them. All requests for accommodation are to remain confidential.

    b. Teams and associations should attempt to be proactive in finding solutions or alternative dressing room arrangements before a request for accommodation is made, in order to simplify and expediate the process.

    c. Conduct periodic check-ins to see how the accommodation is working for them and if any adjustments need to be made.

    d. Ensure that no pre- or post-game meetings in the dressing room occur without the athlete.

e. Ask the athlete and/or their parents/guardians (if the athlete wants their parents/guardians involved) if they require support for alternative dressing room arrangements when playing in away facilities. However, it is preferable to have information available about away facilities to share in advance of travel, if possible.

f. There may be situations in which teams will need to develop tailored solutions with the participant using an athlete/participant-focused, ethical, and values-based approach to guide them to a common sense and inclusive resolution.

15. What is a base layer? Do I or my child need to wear full body coverage or show up to the rink fully dressed?

a. A base layer is intended to cover an individual's pelvic region and torso, and includes items such as shorts, compression shorts, a t-shirt or sports bra, similar to the type of coverage on a body that would be acceptable for the participant at a fitness centre/gym. There is no requirement that an individual must show up fully dressed in their equipment. Additionally, there is no need for an individual to be covered under their equipment from wrist to ankle. The baseline level of attire in the common area of dressing rooms should be similar to the minimum standard of what would be acceptable in a public area of the arena.

16. Do I or my child need to wear their wet equipment or base layer home?

a. Everyone may get changed out of their equipment after practices and/or games, there is no requirement that equipment must be changed at home. Athletes may change out of their wet base layer into new clothes or clothes that they wore to the rink. The Dressing Room Policy requires that changing if the need to get fully undressed in a private area, like a washroom stall.

17. Can you still shower at the rink?

a. Yes. We recognize that participants may wish to shower at the rink, which they are still allowed to do. The policy includes a recommendation for a base layer when using open concept showers.

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The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Steve Zuppa, Junior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-5-24-OP Strategic Development Areas

PURPOSE

The applicant, the City of Sault Ste. Marie (c/o Planning Division), is proposing a series of Official Plan amendments aimed towards encouraging residential intensification and infill development within areas of the City that have access to services and amenities within a safe-walkable distance. The amendments define the Strategic Development Areas (SDAs) as the focus areas for accommodating intensification and higher-density mixed-use development, through various means. Intensification opportunities include the development of vacant or underutilized lots, infill, redevelopment, and the expansion or conversion of existing buildings.

PROPOSED CHANGE

The applicant, the City of Sault Ste. Marie, is seeking the following amendments (No. 252) to the Official Plan:

Amendment #1: Map Change to Schedule 'C' – Land Use

A map change to Official Plan Schedule 'C' – Land Use to define the boundaries of the Strategic Development Areas, as shown in Appendix A.

Amendment #2: Update Part VI - Physical Development – Built Environment Goals

Under Part VI – Physical Development – Built Environment, Introduction add a new goal stating:

> *"To encourage residential intensification, high density, and mixed-use development in the Strategic Development Areas of the City where transportation, community facilities, services, and amenities are readily available."*

Amendment #3: Repeal and Replace Section 2.3 Land Use – Urban Growth & Settlement

Repeal section 2.3 Land Use, Urban Growth & Settlement and replace with the following:

Urban Growth & Settlement

The community settlement area is delineated by the urban land use designations on Schedule "C", excluding the Rural designation.

The City is expected to experience slow to moderate growth between 2018 and 2036 primarily as a result of in-migration. Migrants will be required to replace the last of the retiring baby boomers in the workforce and many baby boomers will remain in the city and will require local services.

Future residential growth within the City can be accommodated within the existing settlement area, through development, redevelopment, and intensification.

Strategic Development Areas

Strategic Development Areas (SDAs) are areas within the Urban Settlement Area that will accommodate a significant portion of the City's growth through intensification. Intensification is the development of a property, site, or area at a higher density than currently exists, through redevelopment, the development of vacant or underutilized lots, infill, and the expansion or conversion of existing buildings. Intensification is essential to completing our neighbourhoods, making the most efficient use of land, resources, infrastructure and public service facilities, minimizing negative impacts on air quality and climate change, promoting energy efficiency and supporting public transit, active transportation and the efficient movement of people and goods.

The City's SDAs comprise the first settlement area of the City (including Downtown) and areas within a safe-walkable distance to an array of services and amenities such as retail clusters, grocery stores, community centres, schools, and parks. SDAs are delineated on Schedule "C" and include the "Strategic Development Areas - First Neighbourhoods" and "Strategic Development Areas – Other":

Strategic Development Areas - First Neighbourhoods

The First Neighbourhoods are the initial major settlement areas within the City, including the Downtown. This area contains a large employment concentration and is the location of the highest density of office developments. The First Neighbourhoods should be the primary focus of intensification and revitalization activities, thereby helping the area continue to become a vibrant, resilient and diverse mixed-use residential community that provides a range of housing options for all residents. Residential development in the First Neighbourhoods also stimulates increased investment, business activity, and downtown revitalization.

Strategic Development Areas - Other

The other identified SDAs are those that have significant development potential to become mixed-use neighbourhoods with pedestrian-friendly access to a variety of services, amenities, and housing within a safe walkable distance. Other SDAs are typically centred around arterial roads and have good access to public transportation. They are located strategically across the Urban Settlement Area to provide a major mixed-use destination to larger residential or business catchment areas. They may also be centered around Large Scale Activity Hubs that generate significant activity and employment.

Policies

With respect to Strategic Development Areas, it shall be a policy of the City to:

SD.1 Encourage a complete mix of land uses with an emphasis on filling land use gaps and creating complete neighbourhoods that can meet a variety of needs, such as living, working, education, shopping, and recreational opportunities.

SD.2 Promote transit and pedestrian supportive development and a range of housing options through intensification, redevelopment and infill development, subject to compatibility with the existing and planned character of the area and the suitability of existing and planned infrastructure and services.

SD.3 Encourage additional residential growth and development through various means including, but not limited to, financial incentives and reduced development standards.

SD.4 Encourage the expansion of Strategic Development Areas by:

a) Improving connectivity and active transportation networks within the Strategic Development Areas and adjacent neighbourhoods. (e.g., footpaths, sidewalks, bicycle networks, and pedestrian crossings).

b) Promoting the establishment of Neighbourhood Commercial in areas that contain medium to high density residential but few local convenience and neighbourhood commercial uses within a safe-walkable distance. These include, but are not limited to:

- *Dacey Road from Trunk Road to Hardwood Street*
- *The Goulais Avenue / Second Line West Area*
- *Second Line West between Farwell Terrace and Peoples Road*
- *Algoma University Area*

Subject Property:

- Location: The proposed amendments consider several large congruent areas within the Urban Settlement Area, as shown in the attached map in Appendix A.
- Approximate Size: The proposed SDAs represent 22.4% of the total land area of the Urban Settlement Area.

BACKGROUND

The City of Sault Ste. Marie's Housing Action Plan 2023-2028 was endorsed by Council at the December 11, 2023 meeting. This proposed Official Plan amendment will fulfil *Action 1: Establish Strategic Development Areas (Intensification Areas)*.

The SDAs will be necessary for the upcoming Housing Community Improvement Plan (CIP), which is intended to encourage and stimulate housing development, redevelopment and revitalization. The Community Improvement Plan Area (CIPA) of the CIP will be divided into "Precincts" which will allow the City to incentivize housing development in different areas in different ways. The SDAs will form Precincts 1 and 2, where financial incentives will be greater than Precinct 3 (the remainder of the Urban Settlement Area), see Table 1 below. It is expected that the Housing CIP will be brought to Council for approval later this summer.

Table 1: SDAs and Potential CIP Precincts

Area of City	CIP Precinct	Potential Incentive Value for Housing
SDA – First Neighbourhoods	Precinct 1	$$$
SDA – Other	Precinct 2	$$
Remainder of Urban Settlement Area	Precinct 3	$
Rural Area	Not included	N/A

This application is also related to a number of other on-going Planning initiatives, including:

- **Gentle Density and Regulatory Flexibility** – increasing housing supply by integrating small-scale residential intensification within existing neighbourhoods without the need for planning approvals;
- **Reduced Parking Requirements** – reforming parking regulations to better align with utilization trends and to unlock additional development potential; and
- **Active Transportation Master Plan** – prioritizing and enhancing the active transportation network to benefit all road users, including pedestrians and cyclists.

ANALYSIS

Conformity with Official Plan

As outlined in the City's Housing Needs Assessment 2023-2025, Sault Ste. Marie faces a high demand for housing yet has a low housing supply. This proposed Official Plan amendment seeks to designate areas of the Urban Settlement Area that have sufficient existing or planned infrastructure and access to a variety of amenities and services within a safe walkable distance as focus areas for residential intensification. It also seeks to establish policies to encourage the development of vacant or underutilized lots, infill, redevelopment, and the expansion or conversion of existing buildings within those areas.This will ultimately assist in increasing housing supply.

Therefore, the following Official Plan goals and policies support this amendment:

Goal

To encourage the reuse, rehabilitation and redevelopment of the existing built environment.

Housing Policies

a. Providing additional incentives for the provision of affordable housing, through a Community Improvement Plan, which may include the waiving of planning application (rezoning, site plan control) fees, grants and tax rebates.

b. Supporting a mixture of housing types, including infill development and residential intensification.

d. Supporting innovative housing design, such as smaller units (tiny homes) and alternative development standards such as reduced lot frontages, setbacks and parking requirements.

g. Giving preference to locating major new residential developments with affordable units within walking distance of amenities such as public transit, grocery stores, parks and other public services.

Urban Design Policies

D.9 Pedestrian and cycling access to parks, bus stops and schools shall be encouraged.

Residential Land Use Policies

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

R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density

development shall be restricted to major arterial streets and areas abutting the downtown core.

R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Energy Policies

E.2 Infill development to maximize the use of existing services shall be encouraged.

E.4 Alternative Transportation and energy efficient forms of transportation such as public transit, cycling and walking shall be supported.

Commercial Land Use Policies

C.1 The conversion of existing vacant commercial space to residential or other non-commercial use shall be encouraged where appropriate and permitted subject to Zoning By-law approval without an Official Plan amendment.

C.4 Mixed use and high density residential development shall be permitted [in the downtown area].

Thus, the proposed Official Plan amendment is consistent with the Official Plan.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement 2020 (PPS 2020) contains many policies that support and promote the wise and efficient use of land, buildings, and infrastructure through intensification.

The PPS 2020 defines intensification as *"the development of a property, site or area at a higher density than currently exists through:"*

a) redevelopment, including the reuse of brownfield sites;
b) the development of vacant and/or underutilized lots within previously developed areas;
c) infill development; and
d) the expansion or conversion of existing buildings.

The PPS further defines residential intensification as: *"intensification of a property, site or area which results in a net increase in residential units or accommodation and includes:"*

a) *redevelopment, including the redevelopment of brownfield sites;*
b) *the development of vacant or underutilized lots within previously developed areas;*
c) *infill development;*
d) *development and introduction of new housing options within previously developed areas;*
e) *the conversion or expansion of existing industrial, commercial and institutional buildings for residential use; and*
f) *the conversion or expansion of existing residential buildings to create new residential units or accommodation, including accessory apartments, additional residential units, rooming houses, and other housing options.*

The PPS 2020 supports focusing residential intensification in cost-effective ways. Focusing residential intensification in areas with access to an array of services and amenities, public transportation, and already existing municipal services and infrastructure is one of the most cost-effective and efficient ways for the City to grow.

"Section 1.1.1 - Healthy, liveable and safe communities are sustained by:

e) Promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs."

"Section 1.4.3 - Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;
d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;
e) requiring transit-supportive development and prioritizing intensification, including potential air rights development, in proximity to transit, including corridors and stations…"

The PPS 2020 directs municipalities to identify appropriate locations for intensification and promote opportunities for development:

"Section 1.1.3.3 - Planning authorities shall identify appropriate locations and promote opportunities for transit-supportive development, accommodating a significant supply and range of housing options through intensification and

redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs."

"Section 1.2.4

b) Identify areas where growth or development will be directed, including the identification of nodes and the corridors linking these nodes."
c) Identify targets for intensification and redevelopment…, including minimum targets that should be met before expansion of the boundaries of settlement areas is permitted…"

Thus, the proposed Official Plan amendment is consistent with the PPS (2020).

Proposed Provincial Policy Statement 2024

On April 10, 2024, Ontario released an updated draft of the proposed Provincial Policy Statement 2024. It is important to note that Section 2.4.1 of the proposed Provincial Policy Statement 2024 encourages planning authorities of all municipalities to identify and focus growth and development in *strategic growth areas* to achieve higher density outcomes, accommodate significant growth, support the transit network, and to support affordable, accessible, and equitable housing.

Thus, the proposed Official Plan amendments will satisfy this proposed provincial policy (should it be included in the final Provincial Policy Statement 2024) by establishing Strategic Development Areas, which match the purpose and definition of *strategic growth areas*.

Conformity with Growth Plan for Northern Ontario 2011
The following GPNO policies support the delineation of Strategic Development Areas for the purposes of intensification:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.

4.2.1 All municipalities should, either individually, or collaboratively with neighbouring municipalities and Aboriginal communities, prepare long-term community strategies. These strategies should support the goals and objectives of this Plan, identify local opportunities to implement the policies of this Plan, and be designed to achieve the following:

a) economic, social and environmental sustainability
b) accommodation of the diverse needs of all residents, now and in the future
c) optimized use of existing infrastructure

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for:

a) developing a diverse mix of land uses, an appropriate range of housing types, and high quality public spaces; and providing easy access to stores, services and recreational opportunities

c) improving access to public services by local residents and by residents of surrounding communities

d) encouraging a significant portion of future residential and employment development to locate in existing downtown areas, intensification corridors, brownfield sites, and strategic core areas

e) providing for a range of transportation options

4.4.3 Municipalities that contain strategic core areas should develop in their official plans and other supporting documents a revitalization strategy that includes:

b) identification and prioritization of opportunities for the redevelopment of brownfield sites within the strategic core areas

Thus, the proposed Official Plan amendment is consistent with the GPNO 2011.

COMMENTS

Population Growth and Housing Supply

Sault Ste. Marie's Housing Needs Assessment 2023-2025 projects that the City will add around 8,400 new residents over the next 12 to 15 years; primarily through migration. This identifies a need to increase the overall supply of housing units within the City to meet near and long-term housing demand. The Province has established a target of 1,500 new housing units by 2031, while the Assessment demonstrates a need of 3,115 new housing units by 2036. To meet both targets, the City must ensure there is an overall increase in the supply of housing.

In recent years, the housing stock of the City has not kept up with demand. Not enough rental units were built between 2016 and 2021, contributing to supply challenges and lowering the rental vacancy rate to near historic levels. New rental unit supply is needed and should be a mix of purposely-built affordable units and moderately priced units within walkable and well connected urban neighbourhoods. If the supply of moderately priced units is increased, some portion of rental units in older buildings will filter down-market and become affordable for households with lower incomes. More freehold housing is also required as market ownership housing has not kept up with demand, largely due to the rising costs of construction. It is critical that the city has enough housing supply to accommodate this growth, both affordable and market rate.

Intensification

Intensification is a key strategy to accommodate and support the long-term demand for residential housing in the City. The City of Sault Ste. Marie has identified Strategic Development Areas (SDAs), or areas that are proposed to be

the focus for intensification and higher-density mixed uses. The SDAs are shown on the map in Appendix A. The benefits of intensification include:

- **Maximizing the use of municipal infrastructure and services** – more compact forms of development make better use of land and existing infrastructure, which includes roads and municipal services such as transit, underground utilities, community centres, and facilities.
- **Increasing community efficiency, support existing and new services and businesses** – residential intensification and mixed-use development in areas with amenities, services, and healthy food retailers contributes to creating complete neighbourhoods where residents live within walking distance of a variety of needs. Intensification, when focused to specific areas, will add population to support local businesses and may also create new jobs within them.
- **Reducing urban sprawl** – infill development in existing neighbourhoods means less greenfield space is required for new housing development and avoids the need for costly extensions of infrastructure and services.
- **Supporting the use of public transit and active modes of transportation** – infill development contributes to greater densities, which are transit supportive and promote walking and cycling.
- **Encouraging environmental sustainability** – can reduce dependence on automobiles, minimizing impacts on air quality, and promoting energy efficiency.
- **Create more housing choices and improve affordability** – mixed residential neighbourhoods are those with a variety of housing types and tenures available to a variety of people at different life stages. Infill units, converted dwellings, and second units are often those which are most affordably priced.

Intensification will be encouraged in the SDAs in a number of ways. These include:

- **The provision of financial incentives for housing development through a Housing Community Improvement Plan (CIP)** – financial incentives may include municipal fee rebates, per-door grants, tax increment equivalent grants (TIEGs), and housing feasibility studies for Not-for-Profit landowners. The City proposes to offer higher grant or rebate values for developments on lands within the SDAs than those on lands outside of the SDAs. Furthermore, developments located in an SDA may be able to take advantage of several grants/programs (stacking), while those outside of SDAs may not. All financial incentives for housing will consider whether the development will contain some (or all) units that meet the definition of "affordable housing", which is focused on the missing middle.

- **Reductions to parking requirements** – will facilitate higher development densities, unlock additional development potential within existing developments, and potentially lower development costs. Higher-density mixed-use neighbourhoods within a safe-walkable access to public transportation, services, and amenities may have relatively lower per-unit parking requirements compared to areas with primarily lower densities. Also, commercial or institutional lands with large parking lots may free up lands that could be used for additional development (including housing), the majority of which are located in SDAs.
- **Advance housing on government land** – through the Housing CIP, the City will grant or sell municipally owned land that has been declared surplus to applicants intending on constructing housing. Although this program will be available throughout the Urban Settlement Area, priority will be placed on identifying and divesting properties within the SDAs. The City will also engage with public entities to identify surplus public lands and ensure that the disposal of any surplus and/or underutilized public land prioritizes the provision of affordable housing.
- **Improve the active transportation network** – ensure that streets facilitate pedestrian and cyclist modes of travel and that the active transportation network consists of a mix of multi-use pathways, on-road cycling lanes, sidewalks and walkways. This will improve connectivity to and within the SDAs.

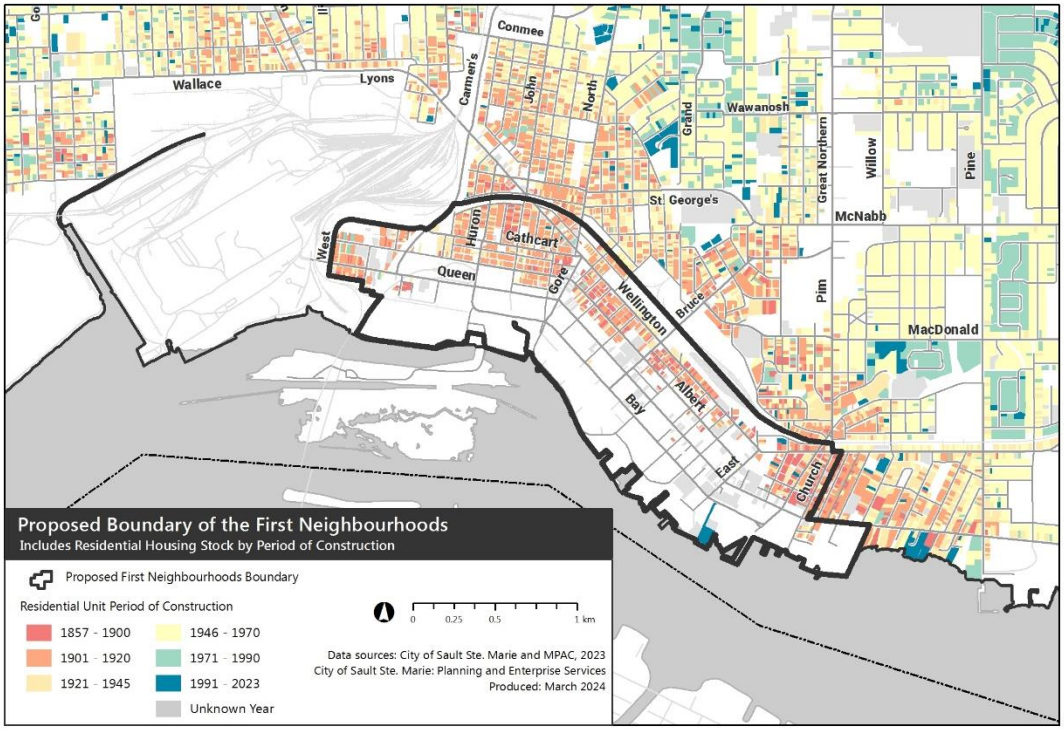
Defining Strategic Development Areas (SDAs)

SDAs can be categorized into two types; the First Neighbourhoods and Other areas. These areas have been delineated using separate methodologies.

Strategic Development Areas – First Neighbourhoods

The First Neighbourhoods are characterized as the initial settlement areas within the City. This includes the Downtown as described in the Official Plan as well as the areas west of Downtown and south of the railway. The First Neighbourhoods contain the oldest housing stock in the City and certain parts of this area have had relatively little investment compared to other parts of the City. Figure 1 shows property parcels by the period of construction for the primary residential dwelling unit. The majority of dwelling units in the proposed First Neighbourhoods area were built before 1920.

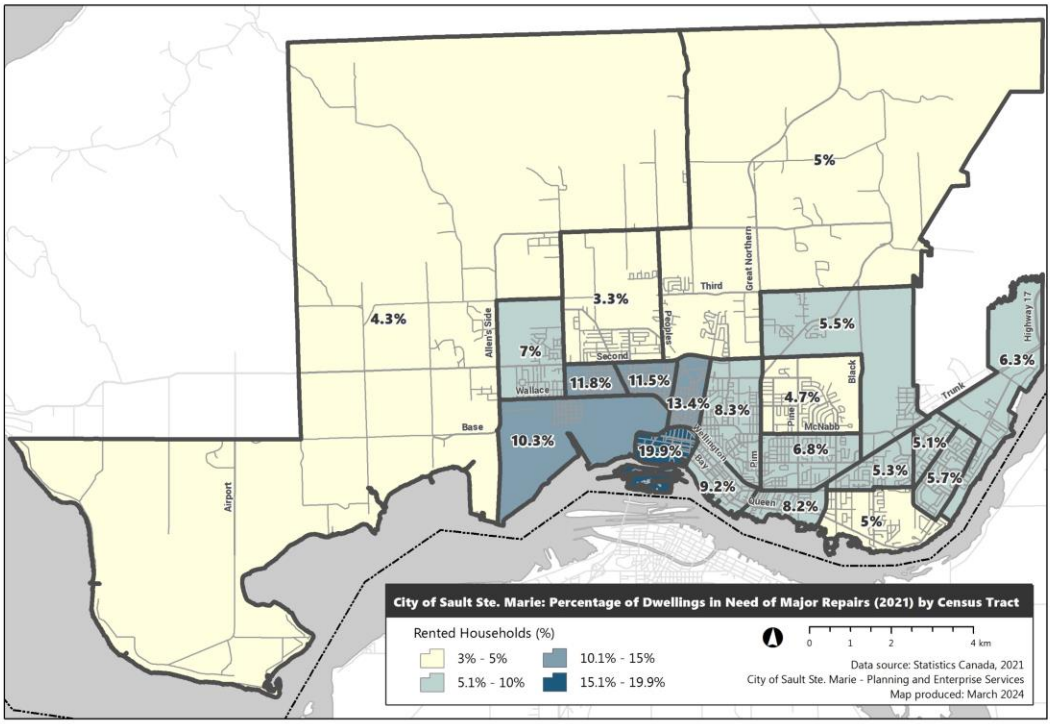
Figure 1: First Neighbourhoods with Residential Housing Stock by Period of Construction



The Census of 2021 indicated that many dwellings in the proposed First Neighbourhoods area are inadequate, meaning they require major repairs such as the replacement of defective plumbing or electrical wiring, or they require structural repairs to walls, floors or ceilings. Figure 2 shows the percentage of dwellings in need of major repairs in 2021 by Census Tract. The western portion of the First Neighbourhoods represents the area of the City with the highest percentage of dwellings in need of major repairs, at 19.9% (nearly 1 in every 5 dwellings).

It is important to note that in the time since the last Census, the First Neighbourhoods have anecdotally seen the largest increase in derelict and vacant boarded up residential buildings than elsewhere in the City. As such, the percentage of inadequate dwellings may currently be higher than what is shown in Figure 2.

Figure 2: Percentage of Dwellings in Need of Major Repair by Census Tract, 2021



Furthermore, the First Neighbourhoods contain a large employment concentration (specifically within the Downtown) and is the location of the highest density of office developments in the City. Residential development in the First Neighbourhoods will also stimulate increased investment and business activity as well as downtown revitalization.

As such, the First Neighbourhoods should be a primary focus of intensification, redevelopment, and revitalization activities, thereby helping the area continue to become a vibrant, resilient and diverse mixed-use residential community that provides a range of housing options for all residents.

Strategic Development Areas – Other

The Other SDAs are lands that are considered mixed-use neighbourhoods or they have significant development potential to become mixed-use neighbourhoods within safe-walkable access of a variety of services and amenities. They are typically located along or near an arterial road, have good access to public transportation, and are connected to nearby neighbourhoods through the active transportation network. They may also be centered around Large Scale Activity Hubs that generate significant activity and employment for the community.

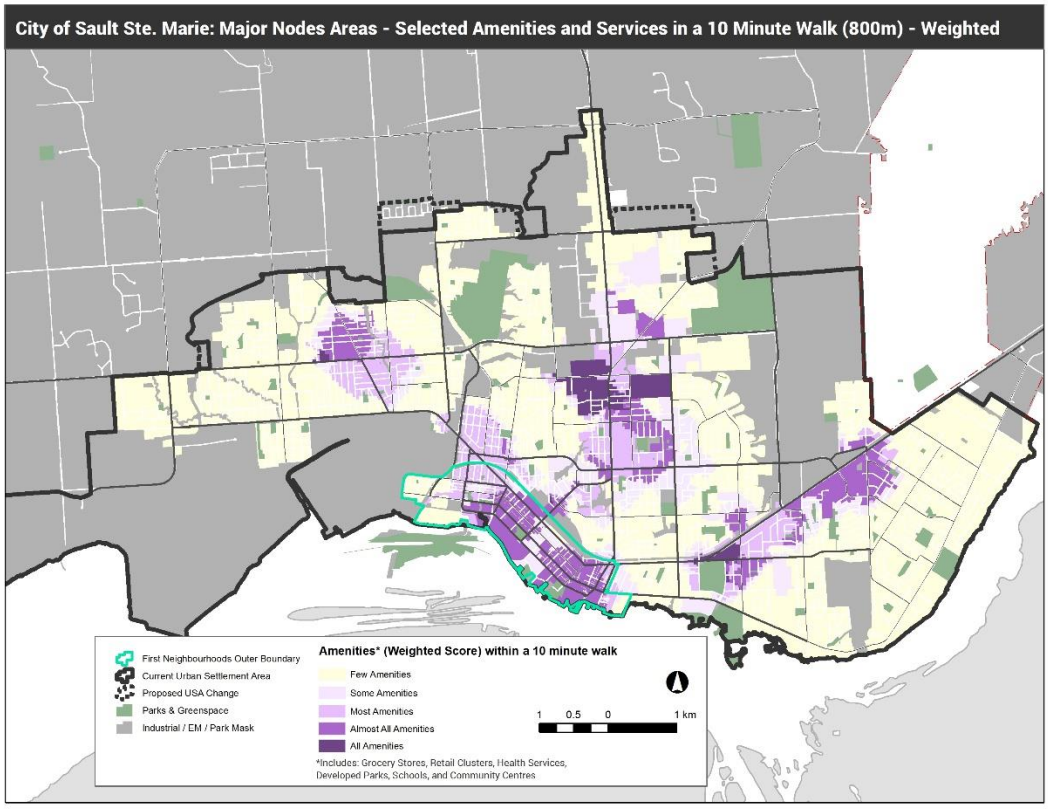
To delineate the Other SDAs, City staff undertook a multi-criteria GIS analysis to determine which properties have access to most of the following services/amenities within a 10-minute (800 metre) “safe” walk:

- **Retail Clusters**: The City's Economic Development Business Directory was used for retail address points, including restaurants. Retail clusters (multiple retail locations in a compact area) were determined using GIS density calculations.
- **Grocery Stores**: Grocery locations that sell fresh food (fruits, vegetables, and meats) and other items were factored in. This includes smaller grocers like Grocer 4 Good and City Meat Market but excludes convenience stores.
- **Health Services**: Address points of current pharmacies, doctor's offices, clinics, and dental services.
- **Developed Parks**: Municipally owned developed parks were factored into the analysis, which may or may not have playground equipment or sports-fields. This does not include undeveloped parks, schoolgrounds, or privately owned parks.
- **Schools**: All active elementary and secondary schools were included. Alternative/adult schools or post-secondary institutions were not included in the analysis. It is important to note that although they were not included in this analysis, both Sault College and Algoma University are considered to be Large Scale Activity Hubs (Sault College is located within an SDA, while Algoma University is located just outside of an SDA).
- **Indoor Community Centres**: Includes public library branches, arenas, pools, and indoor soccer facilities.
- **Bus Stops**: All daily stops on regular routes were included in the analysis.

The GIS model for "safe" walking routes used sidewalks, pathways, laneways, and pedestrian crossings. Crossings of local and collector roads were permitted at any intersection. Crossings of arterial roads; however, were only permitted at signalized intersections, including 4-way stops and Pedestrian Crossovers (PXOs).

The resulting map (Figure 3) shows property parcels within the Urban Settlement Area shaded by the number of services/amenities accessible within a safe 10-minute walk in any direction. Note that parcels zoned Industrial, Environmental Management, Rural Area, or Parks and Recreation are not included in this analysis and are greyed out in the map (parks are shaded green).

Figure 3: Property Parcels by Number of Selected Services and Amenities within 800m



This analysis clearly identifies several areas of the City that fit the criteria established for Other SDAs as described above. It also identifies that much of the proposed First Neighbourhoods area (outlined in cyan in the map) meets the criteria for Other SDAs as well.

Based on this analysis, City staff generalized congruent groups of parcels into four distinct SDAs. The Other SDAs are shown in the map in Appendix A and can be described as:

- **East End SDA** – areas surrounding major intersections of Trunk Road at Wellington Street East, Lake Street, Black Road / Capp Avenue, and South Market Street.
- **Great Northern Road SDA** – areas surrounding major intersections of Great Northern Road at Second Line East, Northern Avenue, Willoughby Street / Wawanosh Avenue, and McNabb Street.
- **Steelton SDA** – the neighbourhoods surrounding Steelton and areas north of downtown.
- **West End SDA** – centered around the intersection of Second Line West and Korah Road.

Development Potential in the SDAs

Having identified the SDAs as suitable areas to focus intensification, it is important to estimate how many additional residential units these areas can accommodate.

City staff have identified vacant properties with residential development potential in the SDAs through a review of City of Sault Ste. Marie GIS data, aerial photography, and Google Street View. These parcels are shown shaded in dark orange in Appendix B. Vacant properties that were too small in area for development, slivers of land, or boulevard space, were not included.

Furthermore, significantly sized properties (or in some cases portions of parcels) that could accommodate additional residential units were determined by City staff using a similar methodology. These parcels may contain large vacant buildings, additional underutilized lands, underutilized parking lots, or may have had a structure recently demolished that has not yet been reflected in the City's GIS data. These parcels are shown shaded in light orange in Appendix B.

It is important to note that property ownership was not considered in the estimate. As such, some of the identified parcels may never develop or they may be developed for other purposes. Also, parcels that were not considered in this estimate include those associated with:

- Parks and open space areas;
- Environmental management areas;
- Industrial areas;
- Active schools, service infrastructure, and most other institutional uses; and
- Parcels that are currently under development.

Housing development potential was calculated based on total acreage and current zoning of the identified vacant and underutilized properties. Table 2 shows the typical housing unit densities that were used in the calculations:

Table 2: Estimated Housing Unit Density by Zone

Zone	Estimated Density
Single Detached Residential (R2)	5 dwelling units/acre
Low Density Residential (R3) Traditional Commercial Zone (C1) Central Commercial Zone (C2) Commercial Transitional Zone (CT2)	10 dwelling units/acre
Medium Density Residential (R4) General Commercial (C4)	22 dwelling units/acre
High Density Residential (R5) Riverfront Commercial (C3)	30 dwelling units/acre
Rural Area (RA)	1 dwelling unit/lot

The resulting calculations shown in Table 3 indicate that there is significant housing development potential in the SDAs, totaling 4,868 potential new units in all areas combined. This exceeds the Provincial housing target of 3,115 new units by 2036. The First Neighbourhoods have the greatest development potential, followed by the Great Northern Road SDA.

Table 3:Estimated Residential Development Potential by SDA

Strategic Development Area (SDA)	Parcel Status	Development Potential Estimate (New Units)
First Neighbourhoods	Vacant	880
	Underutilized	1,178
	Combined	*2,058*
East End SDA	Vacant	578
	Underutilized	381
	Combined	*959*
Great Northern Road SDA	Vacant	696
	Underutilized	865
	Combined	*1,561*
Steelton SDA	Vacant	27
	Underutilized	43
	Combined	*70*
West End SDA	Vacant	191
	Underutilized	29
	Combined	*220*
All SDAs Combined	Vacant	2,372
	Underutilized	2,496
	Total	***4,868***

Furthermore, recent amendments to the Zoning By-law (referred to as Gentle Density and Regulatory Flexibility) have created additional opportunity for infill residential development throughout the City. If it is assumed that 3% of developed properties in the SDAs that are zoned either R2, R3, C1 or C2 add one additional dwelling unit, a total of 218 new units would be created. Table 4 shows the number of parcels by current zoning in each SDA, as well as the estimated number of new dwelling units that would be created based on this 3% assumption.

Table 4: Estimated Number of New Additional Dwelling Units within Developed Properties

SDA	Current Zoning	Total # of Developed Properties	Estimated # of New Units (3% of Total)
First Neighbourhoods	C1	74	2
	C2	290	9
	CT2	122	4
	R3	1,131	34
	Combined	*1,617*	*49*
East End SDA	R2	1,557	47
	R3	157	5
	Combined	*1,714*	*51*
Great Northern Road SDA	C1	4	0
	R2	1,277	38
	R3	257	8
	Combined	*1,538*	*46*
Steelton SDA	CT2	2	0
	R2	71	2
	R3	1,018	31
	Combined	*1,286*	*33*
West End SDA	C1	31	1
	CT2	1	0
	R2	669	20
	R3	522	16
	C1	63	2
	Combined	*1,286*	*39*
All SDAs Combined	C1	109	3
	C2	290	9
	CT2	125	4
	R2	3,574	107
	R3	3,085	93
	Total	*7,246*	***218***

It is recognized that further infill and redevelopment may also be accommodated within the Other SDAs particularly those areas characterized by large, deep, and underutilized lots such as the Churchill Street area in the West End SDA; however, these lands have not been included in the calculations above.

Future Expansion of Other SDAs

SDAs should not remain as static boundaries. It should be a strategic goal to expand SDAs when new amenities or services are located within the Urban Settlement Area, and/or improvements are made to the pedestrian network in areas adjacent to existing SDAs.

The addition of neighbourhood commercial (retail and grocers) in parts of the Urban Settlement Area may increase the number of properties that meet the Other SDA inclusion criteria described above. For example, the intersection of Goulais Avenue and Second Line West has higher density residential development nearby but few retail opportunities and no grocers within an 800m safe-walkable distance. Additional neighbourhood commercial near this intersection would contribute to filling a land use gap and would expand the existing West End SDA further west.

Furthermore, pedestrian-friendly improvements in areas surrounding SDAs, such as the installation of Pedestrian Crossovers (PXOs) on arterial streets, may bring more properties into the SDA. For example, a pedestrian crossing of Wellington Street East near Nicolas Avenue / Hugill Street would improve pedestrian access to the Trunk Road commercial areas for properties south of Wellington and east of Lake Street. This may result in the East End SDA expanding to include the Algoma University area.

The map in Appendix C shows areas (shaded in cyan) that have potential to become part of SDAs; however land use gaps currently exist. The map also lists the Other SDA inclusion criteria for each gap area, indicating what is nearby and what is missing.

The initial exercise of identifying and establishing SDAs is meant to be a baseline of access to services and amenities from residential properties through safe, walkable routes. This analysis should be revisited in the future to see how scores have improved over time and to adjust the SDA boundaries if necessary.

CONSULTATION

Public notice was posted on the City's website on April 19 and advertised in the Sault Star on April 20. An advertisement was posted on Sootoday, intermittently between April 29 and May 10. As this is a City-wide application, no physical notices were mailed out. Up to the drafting of this report, no comments were received as a result of the public notice process.

As part of the Grow the Sault initiative, four public information sessions on SDAs occurred in November 2023. These sessions, promoted in online media, social media, and the City website, engaged approximately 80 members of the public. Also, a public consultation website dedicated to SDAs was posted to the web and linked through the Grow the Sault website. The site received 51 views and 6 participants left survey responses and comments.

During these public information sessions and through the SDA website, many individuals expressed general agreement and support for the increased supply of diverse housing in areas near services, amenities, the active transportation network, and public transportation. Several participants indicated that infill development and intensification is a cost-effective way for the City to grow. A few participants indicated that the City should prioritize initiatives that increase the supply of housing; specifically commenting that rental rates have become unaffordable.

Staff also sought public feedback on the proposed SDA boundaries as well as the types of services and amenities that should be considered when establishing these boundaries. Several participants indicated that it was not appropriate to encourage intensification and increased population density in areas adjacent to Algoma Steel. Based on this feedback, the geographic coverage of the proposed First Neighbourhoods was reduced in size. Also, the public consultation process affirmed that the services and amenities described above were suitable for inclusion. Grocery stores, health services, retail locations, and transit stops were considered to be the most important criteria for inclusion.

A few participants were critical of the proposed SDAs; commenting that intensification and the permitting of denser forms of housing would negatively alter the character of their neighbourhood. This is a similar concern to those typically heard through rezoning applications involving denser development forms. It is important to note that smaller-scale residential intensification is already permitted in the Zoning By-law and any larger housing developments (with 11 or more dwelling units) will automatically trigger site plan control where applicable studies, such as traffic studies and servicing studies may be required.

Furthermore, stakeholder feedback was sought through the Affordable Housing Task Force (AHTF). The SDA methodology and proposed boundaries were presented to the AHTF for comment and revision. Through this stakeholder consultation process, the geographic coverage of the First Neighbourhoods was reduced to the current proposed boundary.

Application Circulation

As part of the application review, this proposal was circulated to the following City divisions and external agencies for detailed technical review and comment: Accessibility Advisory Committee, Batchewana First Nation, Bell Canada, Building Division, CN Rail, Community Development and Enterprise Services, Conservation Authority, CPKC Rail, Downtown Association, Economic Development, Engineering Services, Fire Services, Garden River First Nation, Legal Division, Ministry of Municipal Affairs and Housing, Municipal Heritage Committee, Public Works, Public Utilities Commission, Rogers Communication, and, Transit Services.

Up to the drafting of this report, no concerns have been raised. The Sault Ste. Marie Region Conservation Authority (SSMRCA) notes that proposed

developments that are located on lands that are within the jurisdiction of the SSMRCA must still obtain permits as outlined in the relevant provincial regulations.

FINANCIAL IMPLICATIONS

The proposed amendments propose directing growth to existing areas of the city that are already serviced by infrastructure like roads, water, sewer, and other utilities. Directing growth from within rather than expanding outwards avoids the need for costly infrastructure expansion but may prompt the need to consider higher levels of service or upgrades to infrastructure that are located in areas that will experience a sizeable increase in population growth. The latter is typically still more cost effective than outward growth.

STRATEGIC PLAN / POLICY IMPACT

The proposed amendments support the following strategic focus areas of the corporate strategic plan.

Maintaining existing infrastructure: These amendments encourage infill development and residential intensification within SDAs, thus promoting more efficient use of existing municipal infrastructure and services.

Quality of Life: Increasing housing supply better ensures that residents have better access to affordable and diverse housing options. Affordable and adequate housing is a social determinant of health that influences one's quality of life.

Vibrant Downtown Areas: These amendments encourage infill development within the First Neighbourhoods, which includes the Downtown. An increase in residential density in the Downtown can help create a vibrant, complete community where people want to live and work.

Climate Impact

Higher-density mixed-use development within the City's SDAs fosters an environment conducive to active transportation. Compact, mixed-use developments promote walkability, cycling, and public transit usage due to shorter distances between residences, workplaces, and amenities, thus reducing carbon emissions.

SUMMARY

A series of Official Plan amendments focusing on the establishment of Strategic Development Areas (SDAs) are being proposed. The SDAs are proposed to be focus areas for accommodating a significant portion of the City’s growth through intensification. Within the SDAs the City will encourage and support:

- a complete mix of land uses with an emphasis on filling land use gaps and creating complete neighbourhoods that can meet a variety of needs, such as living, working, education, shopping, and recreational opportunities;

- transit and pedestrian supportive development and a range of housing options through intensification, redevelopment and infill development; and
- additional residential growth and development through various means including, but not limited to, financial incentives and reduced development standards.

The City will also encourage the expansion of SDAs by:

- Improving connectivity and active transportation networks within the Strategic Development Areas and adjacent neighbourhoods; and
- promoting the establishment of Neighbourhood Commercial in areas that contain medium to high density residential but few local convenience and neighbourhood commercial uses within a safe-walkable distance.

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

Resolved that the report of the Junior Planner dated May 13, 2024 concerning A-5-24-OP Strategic Development Areas be received and that Council approve this application in the following manner:

Amend the Official Plan by way of a map and text change as outlined in OPA 252, attached.

Respectfully submitted,

Steve Zuppa
Junior Planner
705.759.5279
s.zuppa@cityssm.on.ca

AMENDMENT NO. 252
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Physical Development – Built Environment section of the Plan as well as a map change to Schedule 'C' – Land Use.

LOCATION

This is a text amendment and a map change that applies to several large congruent areas within the Urban Settlement Area of the City of Sault Ste. Marie.

BASIS

This Amendment is necessary to define the Strategic Development Areas (SDAs) as the focus areas for accommodating intensification and higher-density mixed uses in a more compact urban form, through various means. Intensification opportunities include the development of vacant or underutilized lots, infill, redevelopment, and the expansion or conversion of existing buildings.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by:

A map change to Official Plan Schedule 'C' – Land Use to define the boundaries of the Strategic Development Areas.

The addition of a new goal under Part VI – Physical Development – Built Environment, Introduction stating:

> *"To encourage residential intensification in the Strategic Development Areas of the City where transportation, community facilities, services, and amenities are readily available."*

Repealing section 2.3 Land Use, Urban Growth & Settlement, and replacing with the following:

Urban Growth & Settlement

The community settlement area is delineated by the urban land use designations on Schedule "C", excluding the Rural designation.

The City is expected to experience slow to moderate growth between 2018 and 2036 primarily as a result of in-migration. Migrants will be required to replace the last of the retiring baby boomers in the workforce and many baby boomers will remain in the city and will require local services.

Future residential growth within the City can be accommodated within the existing settlement area, through development, redevelopment, and intensification.

Strategic Development Areas

Strategic Development Areas (SDAs) are areas within the Urban Settlement Area that will accommodate a significant portion of the City's growth through intensification. Intensification is the development of a property, site, or area at a higher density than currently exists, through redevelopment, the development of vacant or underutilized lots, infill, and the expansion or conversion of existing buildings. Intensification is essential to completing our neighbourhoods, making the most efficient use of land, resources, infrastructure and public service facilities, minimizing negative impacts on air quality and climate change, promoting energy efficiency and supporting public transit, active transportation and the efficient movement of goods.

The City's SDAs comprise the first settlement area of the City (including Downtown) and areas within a safe-walkable distance to an array of services and amenities such as retail clusters, grocery stores, community centres, schools, and parks. SDAs are delineated on Schedule "C" and include the "Strategic Development Areas - First Neighbourhoods" and "Strategic Development Areas – Other":

Strategic Development Areas - First Neighbourhoods

The First Neighbourhoods are the initial major settlement areas within the City, including the Downtown. This area contains a large employment concentration and is the location of the highest density office developments. The First Neighbourhoods should be the primary focus of intensification and revitalization activities, thereby helping the area continue to become a vibrant, resilient and diverse mixed-use residential community that provides a range of housing options for all residents. Residential development in the First Neighbourhoods also stimulates increased investment, business activity, and downtown revitalization.

Strategic Development Areas - Other

The other identified SDAs are those that have significant development potential to become mixed-use neighbourhoods with pedestrian-friendly access to a variety of services, amenities, and housing within a safe walkable distance. Other SDAs are typically centred around arterial roads and have good access to public transportation. They are located strategically across the Urban Settlement Area to provide a major mixed-use destination to larger residential or business catchment areas. They may also be centered around Large Scale Activity Hubs that generate significant activity and employment.

Policies

With respect to Strategic Development Areas, it shall be a policy of the City to:

SD.1 Encourage a complete mix of land uses with an emphasis on filling land use gaps and creating complete neighbourhoods that can meet a variety of needs, such as living, working, education, shopping, and recreational opportunities.

SD.2 Promote transit and pedestrian supportive development and a range of housing options through intensification, redevelopment and infill development, subject to compatibility with the existing and planned character of the area and the suitability of existing and planned infrastructure and services.

SD.3 Encourage additional residential growth and development through various means including, but not limited to, financial incentives and reduced development standards.

SD.4 Encourage the expansion of Strategic Development Areas by:

a) Improving connectivity and active transportation networks within the Strategic Development Areas and adjacent neighbourhoods. (e.g., footpaths, sidewalks, bicycle networks, and pedestrian crossings).

b) Promoting the establishment of Neighbourhood Commercial in areas that contain medium to high density residential but few local convenience and neighbourhood commercial uses within a safe-walkable distance. These include, but are not limited to:

- Dacey Road from Trunk Road to Hardwood Street
- The Goulais Avenue / Second Line West Area
- Second Line West between Farwell Terrace and Peoples Road
- Near Algoma University

Subject Property:

- Location: Several large congruent areas within the Urban Settlement Area.

INTERPRETATION

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

SAULT STE.MARIE

Appendix A:
A-5-24.OP - Strategic Development Areas

Municipal Boundary

Batchewana First Nation
(Not Included in Planning Area)

(Not Included in Planning Area) Batchewana First Nation

Enhanced Downtown Area

PRINCE TOWNSHIP
(Not Included in Planning Area)

Municipal Boundary

Lake Superior/ Whitefish Bay

St. Marys River

Canada USA

CHIPPEWA COUNTY. STATE OF MICHIGAN

SUGAR ISLAND TWP. STATE OF MICHIGAN

City of Sault Ste. Marie

OFFICIAL PLAN SCHEDULE 'C'
Land Use

Residential *Commercial* *Institutional* *Parks Recreation* *Industrial* *Rural Lands* *Airport Lands* *Shield Line* *Existing Urban Settlement Area* *Downtown (OPA 121)* *Strategic Development Area - First Neighbourhoods (OPA 252)* *Strategic Development Area - Other (OPA 252)*

0 250 500 1,000 Meters

N

The Corporation of the City of Sault Ste. Marie
Planning Division - March 13, 2024

This map is for general reference only.
For official mapping, see the Engineering and Planning Department.

Numeric reference in parenthesis after symbol in legend corresponds to section in Official Plan document

Vector Data:
Ontario Ministry of Natural Resources, Sault Ste. Marie Region Conservation Authority
The City of Sault Ste. Marie

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

Appendix B:
A-5-24.OP - Strategic Development Areas

PARCELS WITH HOUSING DEVELOPMENT POTENTIAL WITHIN THE STRATEGIC DEVELOPMENT AREAS

SAULT STE.MARIE

Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
March, 2024
This map is for general reference only.

- SDA - First Neighbourhoods
- SDA - Other
- Current Urban Settlement Area
- Vacant Parcels
- Parcels with Additional Housing Potential
- Unopened Road Allowance
- City Owned Parkland
- Municipal Boundary

0 250 500 metres

Appendix C:
A-5-24.OP - Strategic Development Areas

Land Use Gap Explanation

Higher density residential: ✓ exists in area ✗ does not exist in area
Development potential: ✓ infill opportunties ✗ no infill opportunities
Large Scale Activity Hub: ✓ nearby ✗ not nearby

Services/Amenities nearby:
✓ Indicates the service/amenity is within a 10-minute walk
✗ Indicates the service/amenity is not nearby
! Indicates the service/amenity is near some of the area or there is a connectivity/walkability issue

Peoples / Second Line

Higher density residential ✗
Development potential ✓
Large Scale Activity Hub ✗

Services/Amenities nearby:
Grocery Store ✗
Retail/Commercial Area !
Schools ✗
Municipal Park !
Health Services ✓
Community Centre ✗
Bus Stops ✓

S.A.H. Area

Higher density residential ✗
Development potential ✓
Large Scale Activity Hub ✓

Services/Amenities nearby:
Grocery Store !
Retail/Commercial Area !
Schools ✓
Municipal Park !
Health Services ✓
Community Centre ✗
Bus Stops ✓

McNabb (East of Pine)

Higher density residential ✓
Development potential ✓
Large Scale Activity Hub ✗

Services/Amenities nearby:
Grocery Store !
Retail/Commercial Area !
Schools ✓
Municipal Park ✓
Health Services ✓
Community Centre ✗
Bus Stops ✓

Dacey Road Area

Higher density residential ✓
Development potential ✓
Large Scale Activity Hub ✗

Services/Amenities nearby:
Grocery Store ✗
Retail/Commercial Area ✗
Schools ✓
Municipal Park !
Health Services ✗
Community Centre ✗
Bus Stops ✓

Goulais / Second Line

Higher density residential ✓
Development potential ✓
Large Scale Activity Hub ✗

Services/Amenities nearby:
Grocery Store ✗
Retail/Commercial Area ✗
Schools ✓
Municipal Park ✓
Health Services ✓
Community Centre ✓
Bus Stops ✓

Algoma University Area

Higher density residential ✗
Development potential ✓
Large Scale Activity Hub ✓

Services/Amenities nearby:
Grocery Store ✗
Retail/Commercial Area ✗
Schools ✓
Municipal Park ✓
Health Services ✓
Community Centre !
Bus Stops ✓

Rankin Reserve (not in Planning Area)

SAULT AREA HOSPITAL
NORTHERN SAULT COLLEGE
ALGOMA STEEL / TENARIS
ALGOMA UNIVERSITY

PROPOSED STRATEGIC DEVELOPMENT AREAS AND POTENTIAL LAND USE GAPS

SAULT STE. MARIE

Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
April 30, 2024
This map is for general reference only.

- Municipal Boundary
- Park Land
- SDA - First Neighbourhoods
- SDA - Other
- Large Scale Activity Hubs
- Potential SDA Areas, Land Use Gap
- Current Urban Settlement Area
- Proposed USA Change
- Rural Area (within City)

N

0 400 800 metres

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

Strategic Development Areas

Application No.: A-5-24-OP
Applicant: The Corporation of the City of Sault Ste. Marie

Date: Monday, May 13, 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 (c/o Planning Division) is proposing a series of Official Plan amendments aimed towards encouraging residential intensification and infill development within areas of the City that have access to services and amenities within a safe-walkable distance. The amendments define the Strategic Development Areas (SDAs) as the focus areas for accommodating intensification and higher-density mixed-use development, through various means. Intensification opportunities include the development of vacant or underutilized lots, infill, redevelopment, and the expansion or conversion of existing buildings.

PROPOSED CHANGE

The applicant, the City of Sault Ste. Marie, is seeking the following amendments to the Official Plan:

Amendment #1: Map Change to Schedule 'C' – Land Use

A map change to *Official Plan Schedule 'C' – Land Use* to define the boundaries of the Strategic Development Areas, as shown in Appendix A.

Amendment #2: Update Part VI - Physical Development – Built Environment Goals

Under Part VI – Physical Development – Built Environment, Introduction add a new goal stating:

> "To encourage residential intensification, high density, and mixed-use development in the Strategic Development Areas of the City where transportation, community facilities, services, and amenities are readily available."

Amendment #3: Repeal and Replace Section 2.3 Land Use – Urban Growth & Settlement

Repeal section 2.3 Land Use - Urban Growth & Settlement and replace with the following:

Urban Growth & Settlement

The community settlement area is delineated by the urban land use designations on Schedule "C", excluding the Rural designation.

The City is expected to experience slow to moderate growth between 2018 and 2036 primarily as a result of in-migration. Migrants will be required to replace the last of the retiring baby boomers in the workforce and many baby boomers will remain in the city and will require local services.

Although, housing construction is not anticipated to experience the levels of growth seen in the decades prior to 1990; future residential growth within the City can be accommodated within the existing settlement area, through development, redevelopment, and intensification.

Strategic Development Areas

Strategic Development Areas (SDAs) are areas within the Urban Settlement Area that will accommodate a significant portion of the City's growth through intensification. Intensification is the development of a property, site, or area at a higher density than currently exists through redevelopment, the development of vacant or underutilized lots, infill, and the expansion or conversion of existing buildings. Intensification is essential to completing our communities, making the most efficient use of land, resources, infrastructure and public service facilities, minimizing negative impacts on air quality and climate change, promoting energy efficiency and supporting public transit, active transportation, and the efficient movement of people and goods.

The City's SDAs comprise the first settlement area of the City (including Downtown) and areas within a safe-walkable distance to an array of services and amenities such as retail clusters, grocery stores, community centres, schools, and parks. SDAs are delineated on Schedule "C" and include the "Strategic Development Areas - First Neighbourhoods" and "Strategic Development Areas – Other":

Strategic Development Areas - First Neighbourhoods

The First Neighbourhoods are the initial major settlement areas within the City, including the Downtown. This area contains a large employment concentration and is the location of the highest density of office developments. The First Neighbourhoods should be the primary focus of intensification and revitalization activities, thereby helping the area continue to become a vibrant, resilient and diverse mixed-use community that provides a range

of housing options for all residents. Residential development in the First Neighbourhoods also stimulates increased investment and business activity as well as downtown revitalization.

Strategic Development Areas - Other

The other identified SDAs are those that have significant development potential to become mixed-use neighbourhoods with pedestrian-friendly access to a variety of services, amenities, and housing within a safe walkable distance. Other SDAs are typically centred around arterial roads and have good access to public transportation. They are located strategically across the Urban Settlement Area to provide a major mixed-use destination to larger residential or business catchment areas. They may also be centered around Large-Scale Activity Hubs that generate significant activity and employment.

Policies

With respect to Strategic Development Areas, it shall be a policy of the City to:

SD.1 Encourage a complete mix of land uses with an emphasis on filling land use gaps and creating complete neighbourhoods that can meet a variety of needs, such as living, working, education, shopping, and recreational opportunities.

SD.2 Promote transit and pedestrian supportive development and a range of housing options through intensification, redevelopment and infill development, subject to compatibility with the existing and planned character of the area and the suitability of existing and planned infrastructure and services.

SD.3 Encourage additional residential growth and development through various means including, but not limited to, financial incentives and reduced development standards.

SD.4 Encourage the expansion of Strategic Development Areas by:

a) Improving connectivity and active transportation networks within the Strategic Development Areas and adjacent neighbourhoods. (e.g., footpaths, sidewalks, bicycle networks, and pedestrian crossings).

b) Promoting the establishment of Neighbourhood Commercial in areas that contain medium to high density residential but few local convenience and neighbourhood commercial uses within a safe-walkable distance. These include, but are not limited to:

- Dacey Road from Trunk Road to Hardwood Street
- The Goulais Avenue / Second Line West Area
- Second Line West between Farwell Terrace and Peoples Road
- Algoma University Area

HAVE YOUR SAY

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

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, May 13, 2024 at 5:00 p.m. to consider an Official Plan Amendment (under sections 17 and 22 of the Planning Act, R.S.O 1990, c. P13, 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, May 9, 2024** and in person on **Friday, May 10, 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 Steve Zuppa at 705.759.5279 or s.zuppa@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 Steve Zuppa, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to s.zuppa@cityssm.on.ca with your name, address and application file number on or before **Monday, May 13, 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.

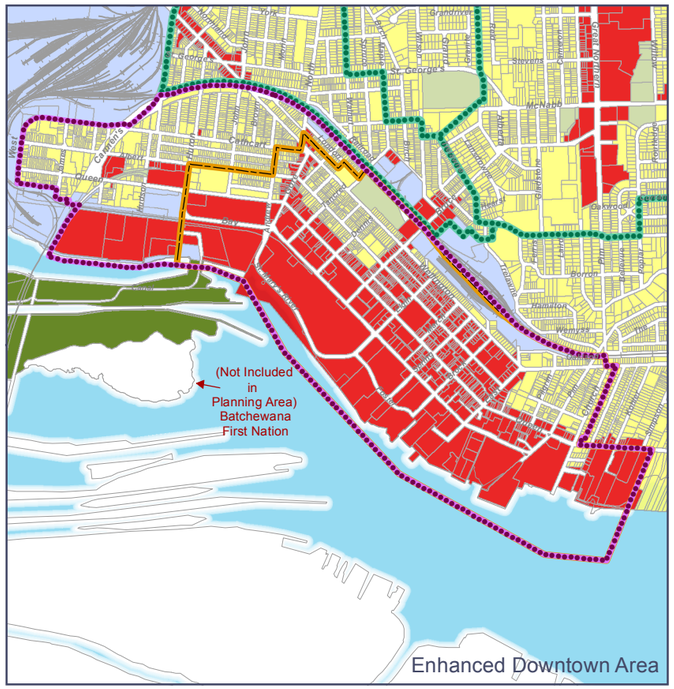
LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

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

SAULT STE.MARIE

Appendix A:
A-5-24.OP - Strategic Development Areas



PRINCE TOWNSHIP
(Not Included in Planning Area)

Municipal Boundary

Batchewana First Nation
(Not Included in Planning Area)

Municipal Boundary

Municipal Boundary

(Not Included in Planning Area) Batchewana First Nation

Lake Superior/ Whitefish Bay

CHIPPEWA COUNTY. STATE OF MICHIGAN

SUGAR ISLAND TWP. STATE OF MICHIGAN

St. Marys River

Canada USA

City of Sault Ste. Marie

OFFICIAL PLAN SCHEDULE 'C'
Land Use

The Corporation of the City of Sault Ste. Marie
Planning Division - March 13, 2024

This map is for general reference only.
For official mapping, see the Engineering and Planning Department.

Numeric reference in parenthesis after symbol in legend corresponds to section in Official Plan document

Vector Data:
Ontario Ministry of Natural Resources,
Sault Ste. Marie Region Conservation Authority
The City of Sault Ste. Marie

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

0 250 500 1,000 Meters

N

Residential *Institutional* *Industrial* *Airport Lands* *Existing Urban Settlement Area* *Strategic Development Area - First Neighbourhoods (OPA 252)*

Commercial *Parks Recreation* *Rural Lands* *Shield Line* *Downtown (OPA 121)* *Strategic Development Area - Other (OPA 252)*

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicholas Cicchini, Junior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Planning Act Application A-7-24-Z.OP: 267 Cathcart Street and 159 John Street

---

PURPOSE

The purpose of this report is to obtain Council approval to amend the Official Plan and rezone the subject properties (267 Cathcart and 159 John Street), to facilitate converting the basement of the existing building at 267 Cathcart Street to accommodate an additional 650 m^2 of office space and to reduce required on-site parking, in lieu of additional parking spaces being located upon the vacant lot at 159 John Street.

PROPOSED CHANGE

267 Cathcart Street

The applicant is seeking Council approval to amend the Official Plan by way of a notwithstanding clause to Commercial Policy 4 to permit major office space (650m^2) outside of the downtown area, and re-designate the subject property on Land Use Schedule C of the Official Plan from Residential to Commercial. Furthermore, rezone the subject property from Low Density Residential (R3.S365) with Special Exception No. 365 to Commercial Transitional (CT2.S365) with Special Exception No. 365 amended, to include the following additional provision:

1. Reduce the required number of parking spaces from 40 to 30 spaces, 8 of which will be located off-site at 159 John Street.

159 John Street

To rezone the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception, to permit the subject property to be occupied with required parking spaces to benefit the uses at 267 Cathcart Street only, subject to the following special provisions:

1. That the surface treatment requirements of section 5.2.2 of Zoning By-law 2005-150 be waived to allow the parking lot to have a gravel surface.

2. For the purposes of parking space setbacks, the subject property is deemed to be located within the defined downtown.

Subject Property (267 Cathcart Street):

- Location: the subject property is located on the south side of Cathcart Street, approximately 62 m west of the Cathcart Street and John Street intersection.
- Approximate Size: the subject property is rectangular in nature and is a through lot. It has 54.4 m of frontage along Cathcart and Alexandra Street, a depth of 32.2 m, totaling 1717.2 m^2.
- Present Use: Office Uses
- Owner: 1188061 Ontario Ltd.

Subject Property (159 John Street):

- Location: the subject property is located on the northwest corner of the Cathcart Street and John Street intersection.
- Approximate Size: the subject property is rectangular in nature and is a corner lot. It has 10.1 m of frontage along Cathcart Street, a depth of 25.1 m, totaling 260.7 m^2.
- Present Use: Vacant Land
- Owner: 1188061 Ontario Ltd.

BACKGROUND

In 2016, City Council approved application A-14-16-Z.OP to permit commercial uses, more specifically a “Social Innovation Hub” and residential uses in the existing building; and to reduce required parking from 37 to 21 spaces. This decision was appealed by a neighbour. The OMB subsequently upheld Council’s decision.

In 2019, City Council approved application A-5-19-Z to permit additional office uses (David Ellis Architects) on the main floor of the existing building.

ANALYSIS

Conformity with Official Plan

The applicant is proposing to convert the basement of the existing building at 267 Cathcart Street into a shared office space, intended for individuals who may not have a corporate or business office, but wish to have access to office equipment and a collaborative work environment.

The land use map of the Official Plan (Schedule C) designates the subject property (267 Cathcart Street) as Residential. Residential lands are intended primarily for residential uses and to facilitate the creation of “complete neighbourhoods,” by providing a variety of housing types and densities, as well as neighbourhood-oriented commercial uses. The proposed development seeks additional office space making the development more commercial in nature therefore, it is

appropriate to re-designate 267 Cathcart Street to reflect the planned use of the property.

Commercial land uses include industries engaged in retail, business, finance, insurance and real estate, among others. The commercial land use designation is consistent with the nature of the proposed development. The subject property and existing building are well placed to operate as a commercial hub within the neighbourhood, and the proposed office uses, which are currently creative in nature, do not negatively impact the surrounding neighbourhood and have the potential to act as a catalyst towards re-investment into the neighbourhood. The applicant has indicated her vision for the area is that of a creative hub, including mixed use live/work spaces with a vibrant creative mentality. The renovations also include a full kitchen, which the applicant has indicated could be utilized as a community kitchen. It is therefore appropriate to re-designate the property to commercial.

Policy C.4 of the Official Plan requires major office space to be located in the downtown area. The Zoning By-law defines major office space as greater than 300 m^2. This policy was originally intended to maintain the downtown area as the primary administrative centre of the community. The application proposes approximately 640 m^2 of additional office space outside the downtown area and therefore requires a textual amendment to the Official Plan to permit the proposed office size. The additional office space would occupy the basement of the existing building.

The current definition of major office space (300m^2) is too small. Office Uses (and other relatively small office spaces, such as medical offices), should be spread throughout the community. Furthermore, the 2016 Downtown Strategy places greater emphasis on making downtown more of a complete neighbourhood, with additional residential, cultural and recreational development, while at the same time preserving the downtown as the administrative core of the community. Approval of this application is appropriate and consistent with the current vision for the Downtown.

The 2022 draft Official Plan proposes to increase the maximum size of office space outside the downtown from 300m^2 to 700m^2. This would allow a broader range of office types and sizes to be located outside of the downtown, to address vacancies in other commercial areas, support the adaptive reuse of vacant commercial buildings and promote greater access to services. The proposed increase to the minimum size of major office space is consistent with how the Municipal Property Assessment Corporation (MPAC) defines major office space.

Both subject properties are within 150m of the defined Downtown area. The overall built form of the area is dense, characterized by relatively small lots, high lot coverage and minimal setbacks, consistent with the built form found in the defined downtown area, which is not surprising given that both areas developed at roughly the same time.

In closing, this application represents a step towards a broader goal to facilitate investment in the City's First Neighbourhoods, including the neighbourhood surrounding the subject property. Elsewhere on Council's agenda, staff is proposing the establishment of Strategic Development Areas, which will provide the basis for directing and incentivising growth and reinvestment to identified areas of the community. The subject properties are located in the First Neighbourhoods Strategic Growth Area which will include the most regulatory flexibility and highest incentive levels. In addition, the First Neighbourhood Area would essentially result in combining this neighbourhood, and others, with the currently defined downtown area.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council decisions must be consistent with the policies contained in the PPS.

> *Policy 1.3.1:*
>
> *Planning authorities shall promote economic development and competitiveness by: a) providing for an appropriate mix and range of employment, Institutional, and broader mixed uses to meet long-term needs;*

This proposal is consistent with the PPS, which addresses land use compatibility matters, efficiently using municipally serviced land, and meeting the long-term needs of employment.

Conformity with Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and it does not conflict.

COMMENTS

This application proposes to construct a "Co-working Space" also known as a shared office space between different individuals who may not work for the same employer. The proposed renovations will occur within the basement level of the existing building at 267 Cathcart Street. The main floor of the building is currently occupied by the offices of a marketing firm and an architectural office.

The Commercial Transitional Zone (CT2) was initially designed as a hybrid commercial/residential zone to occupy the northern portions of the Downtown area, north of Queen Street to Wellington Street, where there is a combination of residential dwellings and lighter commercial uses, such as office uses, which in many cases occupy converted dwellings. Since the inception of the CT2 Zone, it has also been utilized as a neighbourhood commercial zone to permit a variety of

lighter commercial uses in residential areas. As such, the scope of permitted uses in the CT2 Zone are compatible with surrounding residential uses.

With this said, parking is a potential concern. Currently, 267 Cathcart Street requires and supplies 22 parking spaces. Upon further review of this application the proposed development requires an additional 13 parking spaces. The applicant proposes to locate 7 of these spaces at 159 John Street, which is approximately 50m east of the proposed new office space. Furthermore, the applicant proposes to reduce the remaining required parking by 6 spaces.

The applicant has indicated that in her experience, the parking lot at 267 Cathcart Street is never near full capacity. As part of the review of this application, planning staff visited the site on 8 separate occasions, on different days and at different times of the day, and between 5-9 vehicles were parked on the lot at any one time.

Planning staff is currently working on parking reforms, aimed at reducing parking requirements across the City, with the greatest reductions proposed for the downtown and first neighbourhood areas. It is likely that upon approval of recommended reforms, the current on-site parking at 267 Cathcart Street will conform. Furthermore, on-street parking is available on both sides of Cathcart Street, and based upon various site visits conducted by staff, such on-street parking is not being utilized at very high rates. Given the commercial nature of the proposed uses, overnight parking during winter months will not be an issue, should the street be required to accommodate overflow parking. Furthermore, on-street parking is well within the denser urban nature of this neighbourhood.

With all of this in mind, and based upon further review, staff is no longer of the opinion that 159 John Street is required to accommodate satellite parking. The Building Division has indicated that placing a parking lot at 159 John Street, which was intended to be temporary to determine parking demand, would trigger the need for a record of site condition should future residential development be proposed. The applicant has future development plans for this property that would be impacted by the need to undertake a record of site condition. The property is a corner lot with high visibility and as such, should be developed at a higher use that will have greater benefits to the surrounding community. The applicant is agreeable to this approach.

Staff also recommend amending the existing special exception zoning by repealing clauses 1 and 2, which permit 16 dwelling units within the existing building and scope commercial usage to the offices of a marketing firm and architecture firm only. The proposed CT2 zoning already permits a wide variety of dwelling units subject to performance standards and a defined building envelope. Furthermore, given the proposed change to a more commercial zoning, it is no longer

appropriate to scope office uses to specific businesses. As previously noted, the CT2 Zone contains uses that are compatible with nearby residences.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject properties on Friday, April 19, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on Saturday, April 20, 2024.

Public Comments

At the time of the drafting of this report, no public comments have been brought to the attention of Planning Staff.

Application Circulation

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

Sault Ste. Marie Region Conservation Authority (SSMRCA) notes that a portion of 267 Cathcart Street is under the jurisdiction of SSMRCA. Any development of this property will require a site plan review and may require a permit. It is noted that all renovations will be within the existing building.

Accessibility Committee recommends that all barrier free parking spaces be located at 267 Cathcart Street and not the satellite parking lot. Currently, there is 2 barrier free parking spaces located at 267 Cathcart Street.

The Building Division notes that a record of site condition may be required when changing a use from commercial to residential. As previously noted, upon further review, staff is of the opinion that rezoning 159 John Street to permit satellite parking would actually have greater negative impacts than reducing the parking to what currently exists on-site at 267 Cathcart Street.

PUC Services will require an Electrical Service and General Water Service applications, which can be determined at the building permit phase.

The following departments/agencies had no objections of comments on this application: Canada Post, Economic Development, Legal, Fire Services, CSD, Engineering and Public Works.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate change impacts anticipated from this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated May 13, 2024 concerning *Planning Act* application A-7-24-Z.OP be received and that Council approve the following:

267 Cathcart Street

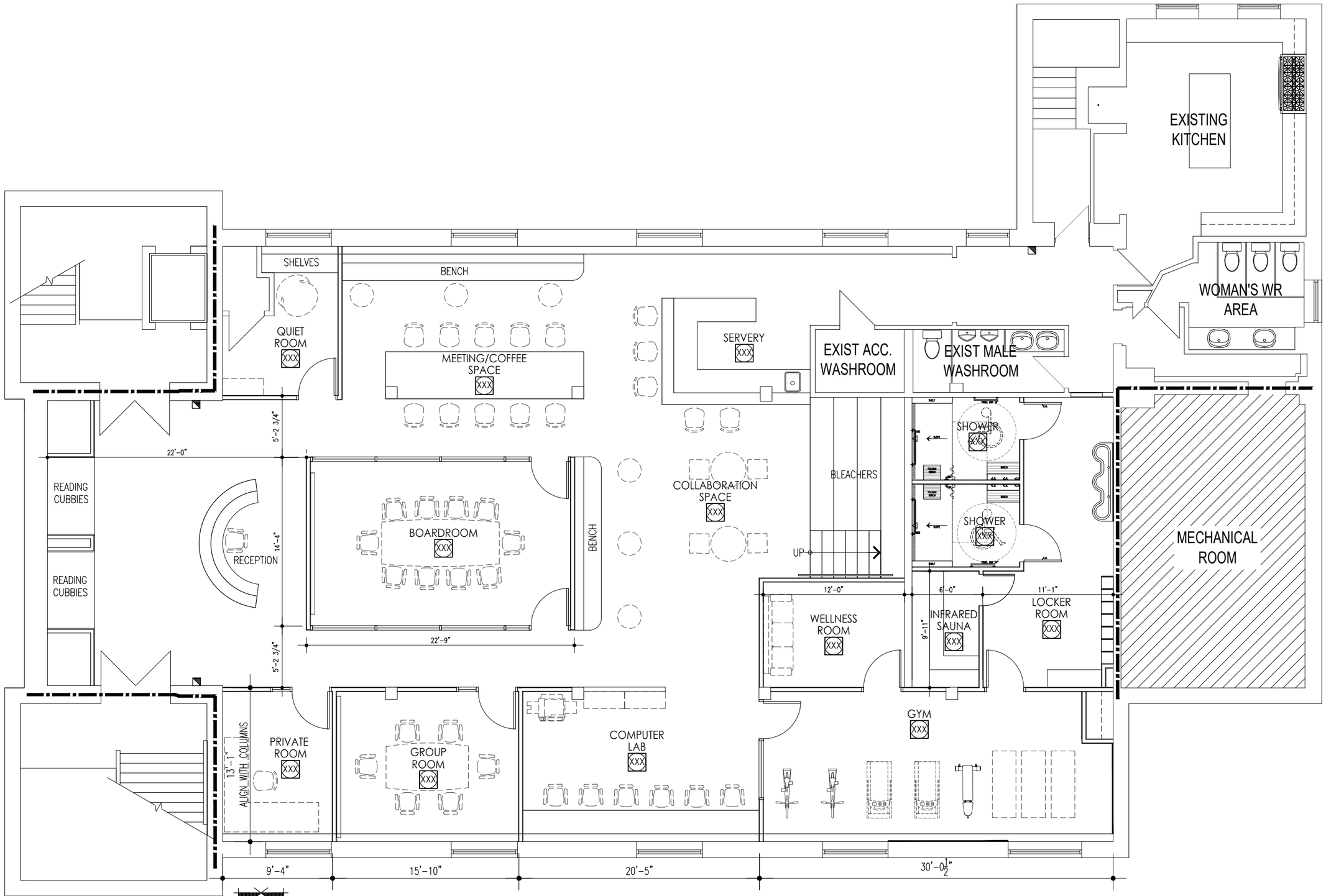
1. Approve Official Plan Amendment 253 in the following manner:
    a. Re-designate the subject property on Land Use Schedule C of the Official Plan from Residential to Commercial; and
    b. Amend the Official Plan by way of a notwithstanding clause to Commercial Policy 4 to permit major office space (650m^2) outside of the downtown area.
2. Rezone the subject property from Low Density Residential Zone (R3.S365) with Special Exception No. 365 to Commercial Transitional Zone (CT2.S365) with the following amended special exception 365:
    a. Repeal special exception provisions #1 and #2; and;
    b. Reduce the required number of parking spaces from 35 to 22 spaces.

It is further recommended that Council deny the applicant's request to rezone 159 John Street for the purpose of permitting satellite parking.

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

Respectfully submitted,

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca



Basement Proposed Plan

SCALE: 1/8" = 1'-0"

seal

not to be used for construction unless sealed and signed by the architect

project
Basement Renovations
267 Cathcart St,
Sault Ste. Marie Ontario

david ELLIS architect inc.
267 cathcart street, sault ste. marie p6a 1e5 ph: 705 253 4333 e: david.ellis@ellisdesign.ca

revisions

All measurements to be confirmed in field by Contractor. Errors and omissions to be reported to Architect, Interior Designer, or Engineer prior to proceeding with work. Responsibility for coordination of all work remains with the General Contractor

This work is copywritten to david ELLIS architect inc. architect and interior designer and not to be reproduced without written permission.

drawing
Proposed Basement Plan

scale 1/8"=1'-0"
checked by d ellis
date April, 2024
drawn by smackey
project number 24-11

drawing number
a-1.0

AMENDMENT NO. 253 (T-167)
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Map (Schedule C) and Text of the Official Plan as it relates to the Commercial Policies of the Plan.

LOCATION

PLAN 12983 LOTS 77 TO 81 AND PT LOT 82 RP 1R13095 PART 2, having Civic Address 267 Cathcart Street, Sault Ste. Marie, ON, located on the south side of Cathcart Street, approximately 62 meters west of John Street.

BASIS

This Amendment is necessary in view of a request to re-designate the subject property from Residential to Commercial on Land Use Schedule 'C' and to an additional 650m^2 of office space on the subject property.

The proposal does not conform to the existing policy C.4 of the official plan.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C of the Sault Ste. Marie Official Plan hereby amended by re-designating the subject property from Residential to Commercial and;

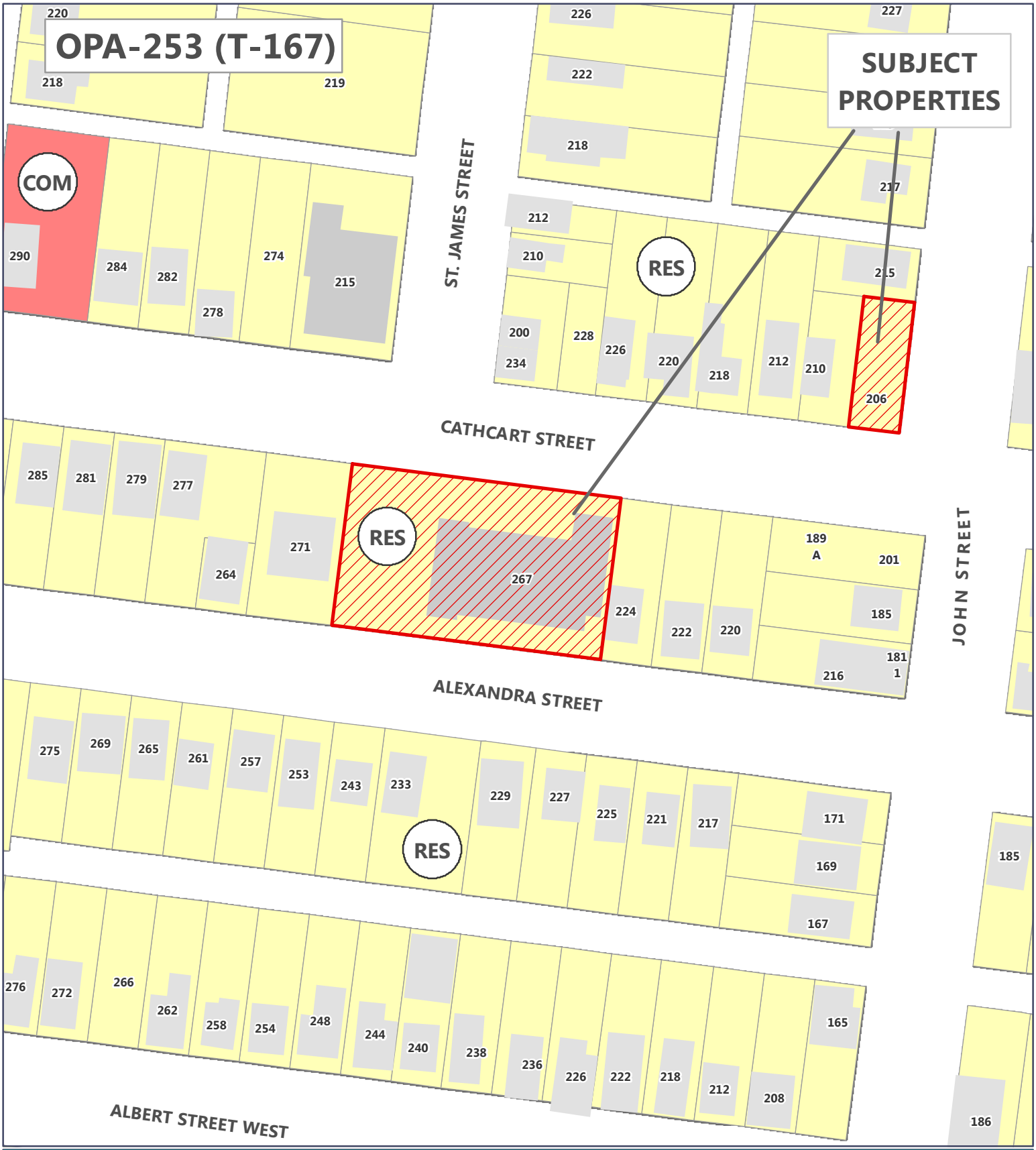
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

167. Notwithstanding the Commercial policies of the Official Plan, the property described as PLAN 12983 LOTS 77 TO 81 AND PT LOT 82 RP 1R13095 PART 2, having Civic Address 267 Cathcart Street may be occupied by an additional 650m^2 of office space.

INTERPRETATION

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



Application A-7-24-Z.OP: Official Plan Land Use

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

- Subject Properties: 206 Cathcart St. & 267 Cathcart St.
- Parcel Fabric
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Major Utilities

Property Information

Civic Add.: 267 Cathcart St & 206 Cathcart St.
Roll No.: 040026039000000 & 040028028000000
Map No.: 16/1-27 & 40/1-46
Date Created: April 19, 2024

0 10 20 m
1:1,000
This map is for general reference only.

N

Nicholas Cicchini

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: April 22, 2024 1:42 PM
To: Stephanie Perri
Subject: SSMRCA Response - A-7-24-Z.OP - 267 Cathcart Street

Follow Up Flag: Follow up
Flag Status: Flagged

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

April 22, 2024

Peter Tonazzo
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-7-24-Z.OP
West Village Developments Ltd.
267 Cathcart Street
Sault Ste. Marie

The subject property, 267 Cathcart Street (southeast corner) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg. 41/24 Prohibited Activities, Exemptions and Permits and the *Conservation Authorities Act*.

Any development on the subject property will require site plan review and may require a permit by SSMRCA under Ont. Reg. 41/24.

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

Sincerely,

M. A. McKinnon
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8

mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

Nicholas Cicchini

From: Diane Morrell
Sent: April 26, 2024 1:27 PM
To: Stephanie Perri; Dan Perri; Maggie McAuley; Francois Couture; Karen Fields; Rick Van Staveren; Virginia McLeod; Susan Hamilton Beach; MSONorth@ontario.ca; 'circulations@wsp.com'; 'planninganddevelopment@bell.ca'; newdevelopment@rci.rogers.com; THERIAULT, Raynald; eng-dept@ssmpuc.com; SSMRCA; Naomi Thibault; Brent Lamming
Cc: Orsalina Naccarato; Amanda Cipriano; Nicholas Cicchini
Subject: RE: Request for Comment - A-7-24-Z.OP 267 Cathcart Street

Please ensure all required barrier free parking spaces are adjacent to the building and not in the satellite parking location on John Street.
Thanks,
Diane

From: Stephanie Perri <s.perri@cityssm.on.ca>
Sent: Thursday, April 25, 2024 3:22 PM
To: Dan Perri <d.perri@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; MSONorth@ontario.ca; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>; eng-dept@ssmpuc.com; SSMRCA <nature@ssmrca.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>; Nicholas Cicchini <n.cicchini@cityssm.on.ca>
Subject: RE: Request for Comment - A-7-24-Z.OP 267 Cathcart Street

Good afternoon,
Please see attached amendment to this application.
We would appreciate receiving any comments no later than **Wednesday, May 1, 2024.**
Please advise if you require anything further.
Regards,
Stephanie

From: Stephanie Perri
Sent: Tuesday, April 16, 2024 4:37 PM
To: Dan Perri <d.perri@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; MSONorth@ontario.ca; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca'

<planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>; eng-dept@ssmpuc.com; SSMRCA <nature@ssmrca.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>
Subject: Request for Comment - A-7-24-Z.OP 267 Cathcart Street and 57T-24-501 551 Korah Road and 0 Prentice Ave

Good afternoon,
Please see the attached applications for your review/comment.
Your comments would be appreciate no later than **April 26, 2024**.

57T-24-501 551 Korah Road – Larger drawings available in the Planning Division or upon request.

Please advise if you require anything further.
Thank you for your assistance.
Stephanie

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services
s.perri@cityssm.on.ca
705-574-1022

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

Nicholas Cicchini

From: Francois Couture
Sent: April 30, 2024 9:43 AM
To: Stephanie Perri
Subject: RE: Request for Comment - Rezoning Application A-6-24-Z 26 Queen Street E

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Stephanie,

A record of site condition would be required when changing a use from a Commercial use to a residential use.

Sincerely,

Francois.

From: Stephanie Perri <s.perri@cityssm.on.ca>
Sent: Monday, April 8, 2024 3:34 PM
To: Dan Perri <d.perri@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; eng-dept@ssmpuc.com; Brent Lamming <b.lamming@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; SSMRCA <nature@ssmrca.ca>; MSONorth@ontario.ca; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>
Subject: Request for Comment - Rezoning Application A-6-24-Z 26 Queen Street E

Good afternoon,
Please see the attached for your review/comment.
Your comments would be appreciated on or before **April 25, 2024.**
Please advise if you require anything further.
Regards,
Stephanie

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services
s.perri@cityssm.on.ca
705-574-1022

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

April 29, 2024

Peter Tonazzo
Director of Planning
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.perri@cityssm.on.ca

Dear Peter:

Re: 267 Cathcart Street – Application No. # A-7-24-Z.OP

With regards to the above referenced rezoning application, please refer to the below comments:

- PUC Distribution Inc. will require an electrical service application for the proposed development.
- An Application for General Water Service is required to be submitted for PUC review which shall include a hydrant flow test to confirm that available flow from the distribution system is adequate for fire protection for the subject building.

We would also like to take the opportunity to request that the developer reach out to us early in the planning stages with respect to electrical servicing for the development.

Yours truly,
PUC Services Inc.

Mitchell Paradis, P.Eng.
Manager, Electrical Engineering

MP*km



Application A-7-24-Z.OP: Aerial Image

Property Information

Civic Add.: 267 Cathcart St & 206 Cathcart St.
Roll No.: 040026039000000 & 040028028000000
Map No.: 16/1-27 & 40/1-46
Date Created: April 19, 2024

SAULT STE.MARIE

Subject Properties: 206 Cathcart St. & 267 Cathcart St.
Parcel Fabric

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This map is for general reference only
Orthophoto: 2022

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



Application A-7-24-Z.OP: Subject Properties

Property Information

Civic Add.: 267 Cathcart St & 206 Cathcart St.
Roll No.: 040026039000000 & 040028028000000
Map No.: 16/1-27 & 40/1-46
Date Created: April 19, 2024

SAULT STE.MARIE

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

Legal Department Reference
Schedule "A"

Subject Properties: 206 Cathcart St. & 267 Cathcart St.
Parcel Fabric

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This map is for general reference only.

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Application A-7-24-Z.OP: Existing Zoning

Property Information

Civic Add.: 267 Cathcart St & 206 Cathcart St.
Roll No.: 040026039000000 & 040028028000000
Map No.: 16/1-27 & 40/1-46
Date Created: April 19, 2024

SAULT STE.MARIE

Planning and Enterprise Services

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

- Subject Properties: 206 Cathcart St. & 267 Cathcart St.
- Parcel Fabric
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock

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This map is for general reference only.

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

267 Cathcart Street & 159 John Street

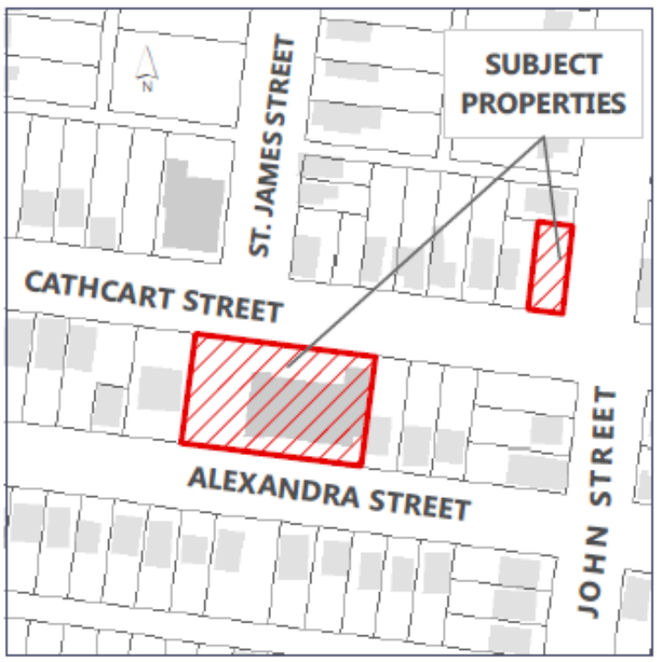
Application No.: A-7-24-Z.OP
Applicant: West Village Developments Ltd.

Date: May 13, 2024
Time: 5:00 PM

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

PURPOSE

The applicant, West Village Developments Ltd. (c/o Claudia Daniels), proposes to amend the Official Plan and rezone the subject property, to facilitate converting the basement of the existing building for an additional 650m^2 of office space. In addition, the applicant is seeking Council's approval to reduce required on-site parking, in lieu of additional parking spaces being located upon the vacant lot at 159 John Street, which is also owned by the applicant.



PROPOSED CHANGE

267 Cathcart Street

To amend the Official Plan by way of a notwithstanding clause to Commercial Policy 4 to permit major office space (650m2) outside of the downtown area, and re-designate the subject property on Land Use Schedule C of the Official Plan from Residential to Commercial. Furthermore, rezone the subject property from Low Density Residential (R3.S365) with Special Exception No. 365 to Commercial Transitional (CT2.S365) with Special Exception No. 365 amended, to include the following additional provision:

1. Reduce the required number of parking spaces from 40 to 30 spaces, 8 of which will be located off-site at 159 John Street.

159 John Street

To rezone the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception, to permit the subject property to be occupied with required parking spaces to benefit the uses at 267 Cathcart Street only, subject to the following special provisions:

1. That the Surface treatment requirements of Section 5.2.2 of Zoning By-law 2005-150 be waived, to allow the parking lot to have a gravel surface.
2. For the purposes of parking space setbacks, the subject property is deemed to be located within the defined downtown.

HAVE YOUR SAY

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

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, May 13, 2024 at 5:00 PM to consider a proposed Official Plan Amendment and Zoning By-law Amendment (under sections 17, 22 and 34 of the Planning Act, R.S.O 1990, c. P13, 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, May 9, 2024 and in person on Friday, May 10, 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 Nicholas Cicchini, Planning Division, at 705.759.5375 or n.cicchini@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 Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, May 13, 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
If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the 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.



Application A-7-24-Z.OP: Aerial Image

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

Subject Properties: 206 Cathcart St. & 267 Cathcart St.
Parcel Fabric

Property Information
Civic Add.: 267 Cathcart St & 206 Cathcart St.
Roll No.: 040026039000000 & 040028028000000
Map No.: 16/1-27 & 40/1-46
Date Created: April 19, 2024

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This map is for general reference only
Orthophoto: 2022
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The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicholas Cicchini, Junior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Draft Plan of Vacant Condominium – 57T-24-501 – 551 Korah Road and 0 Prentice Avenue

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PURPOSE

The applicant, 1000285353 Ontario Inc. (c/o Mark Lepore) is seeking Council approval to create a 10 Unit (lot), 30 dwelling unit Vacant Land Condominium.

PROPOSED CHANGE

The applicant is seeking Council approval for a Draft Plan of Condominium to create a vacant land condominium consisting of 10 Units (lots) and a total of 30 multiple attached dwelling units. The current Medium Density Residential (R4) Zone upon the subject property permits townhouse units.

Subject Property:

- Location: The entrance to the subject properties is located on the west side of Korah Road, approximately 172 metres (m) north of the Second Line West and Korah Road intersection.
- Approximate Size: the subject properties are irregular in shape, having 16.5 m of frontage along Korah Road and a maximum depth of 262 m, totaling 2.37 Ha.
- Present Use: Vacant Land
- Owner: 1000285353 Ontario Inc. (c/o Mark Lepore)

BACKGROUND

In 2015 City Council approved the following changes to the subject properties:

1. Re-designate the southern portion of the subject properties from Commercial to Residential.
2. Rezone the subject properties from General Commercial (C4) Zone to Medium Density Residential (R4) Zone.
3. Approval of a Draft Plan of Subdivision on the subject properties.
4. To deem the subject properties as an area of Site Plan Control.
5. That the subject properties be subject to a Holding Provision, to be removed once Council is satisfied that appropriate measures will be put in place to

adequately mitigate offsite impacts associated with the proposed development.

In 2022 the Committee of Adjustment approved a Minor Variance to reduce the required frontage of 551 Korah Road to 16.5 metres for the proposed development.

In 2023 City Council approved the removal of the Holding Provision upon the subject properties and removal of the former Draft Plan of Subdivision Approval 57T-15-501.

ANALYSIS

Conformity with Official Plan

Schedule C (Land Use) of the Official Plan designates the properties as Residential. The current zoning of the subject properties permits the proposed thirty 1-storey multiple attached dwelling units (townhouses). The various Residential and Housing Policies of the Official Plan which encourage appropriate infill development, residential intensification and mixed residential neighbourhoods have essentially been implemented through the existing Medium Density (R4) zoning, which permits the proposed multiple attached dwellings.

It is noted that at the time this application was filed and circulated, the new gentle density regulations were not yet in effect. As of May 1, 2024 these regulations are now in effect. The proposed dwellings, adhere to the various performance standards and established building envelope of the R4 Zone.

Based upon the attached Preliminary Servicing Report, prepared by Tulloch Engineering in February 2024, there is sufficient water, sanitary and storm sewer capacity to accommodate this development.

Conformity with Provincial Policy Statement 2020

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

Conformity with Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and is consistent as follows:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities a range and mix of housing types…

Therefor, approval of this application does not conflict with the GPNO 2011.

COMMENTS

The applicant is seeking Draft Approval for a 10-lot, 30-unit Vacant Land Condominium. The distinction between a vacant land condominium and other types of condominiums is that the developer can register the plan before services and common elements are constructed, which means 'serviced' lots can be sold prior to the construction of those services and common elements. It is also noted that in a Vacant Land Condo lots are referred to as units.

As part of the plan registration process, the City is required to sign a declaration stating there are sufficient funds available to complete all common elements prior to registration. In this case, the City becomes the surety to guarantee that lots will be serviced and all common elements will be constructed. Therefore, 100% financial guarantee will be required prior to registering any parts of the condominium plan.

Referring to the Draft Plan and Site Plan attached, the applicant is proposing a combination of 3-unit and 4-unit multiple attached buildings, totalling 30 units. A private road will provide access from Korah Road. Unit 10 (lot) of the Draft Plan will not consist of any dwelling units and will remain vacant.

Stormwater will be collected and transferred through a series of ditches, swales, culverts, and pipes located within the rear and/or interior side yards of the proposed lots. A stormwater management pond is proposed as a common element at the southeast corner of the site.

A 1.5m sidewalk will be provided on the south side of the private access road to provide pedestrian access to the site.

All individual dwelling units in the Draft Plan will be provided with personal amenity space, therefore cash in lieu of parkland is recommended. Sussex Park is located northeast of the subject property, and is within a safe walkable distance of the proposed development. Outlined in the Draft Official Plan Background Report a safe walkable distance is considered an 800 m (10 minute) walking radius without the need to cross major barriers such as non-signalized intersections of one or more arterial road(s).

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

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject properties on Friday, April 19, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on Saturday, April 20, 2024.

Public Comments

At the time of the drafting of this report, no public comments have been brought to the attention of Planning Staff.

Application Circulation

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

ACCESSIBILITY COMMITTEE

The proposed units are highly attractive to seniors, it is recommended including accessible features such as: zero step entrance and exits, zero step showers. The Ontario Building Code (OBC) will ultimately dictate the required accessible features.

BELL CANADA

The owner agrees to convey any easements that Bell Canada deems necessary for the proposed development, at no cost to Bell Canada. If any conflict arises with existing facilities, the owner is responsible for relocation at their own expense. The owner must provide Bell Canada with servicing plans to confirm the provision of necessary communication/telecommunication infrastructure. The owner is responsible for providing entrance/service ducts from Bell Canada's existing network infrastructure for the development. If no such infrastructure exists, the owner may be required to pay for the extension of such network infrastructure in accordance with the Bell Canada Act. The provided comments will be conditions of Draft Plan approval and are outlined in Appendix A.

BUILDING DIVISION

Building has no additional comments than those provided at the Development Application Review Team (DART) Meeting. Building's comments generally relate to compliance to the OBC which can be addressed during the building permit application stage.

CANADA POST

Canada Post recommends that the proposed mail box placement be relocated further west, to the rear of the abutting property to the north (555 Korah Road) to ensure that the mail boxes and residents retrieval isn't visible to the abutting neighbour. This will be a condition of Draft Plan approval and are outlined in Appendix A.

PUC DISTRIBUTION INC. (ELECTRIC)

PUC Distribution Inc. has mentioned that the proposed development was not submitted with detailed electrical service information. The developer is advised to provide these details and contact PUC Engineering for a detailed review. As a private development, PUC Distribution will not own the electrical infrastructure, except for transformers. Three-phase power is available at the road, and single or three-phase power can be provided depending on the development's requirements. An application for electrical servicing is required for PUC review, including the design for site servicing, which must be looped and concrete encased. The provided comments will be conditions of Draft Plan approval and are outlined in Appendix A.

PUC SERVICES (WATER)

The Public Utilities Commission of the City of Sault Ste. Marie has highlighted the need for detailed water service information and requirements for the proposed development. The developer is advised to contact PUC Engineering for detailed review and coordination. The commission will not own watermains within the development, so the applicant's engineer must provide a letter or report identifying water supply requirements under O. Reg 170/03 and other relevant legislation. An Application for General Water Service is required for PUC review, including a hydrant flow test to ensure adequate fire protection. The provided comments will be conditions of Draft Plan approval and are outlined in Appendix A.

ENGINEERING DIVISION

The Engineering Division has reviewed the application for the proposed development. It has been noted that there is sufficient downstream capacity in the sanitary system, the driveway entrance must follow the Streets By-law, a sediment control plan and storm water management plan must be submitted, and adequate facilities must be installed to accommodate existing surface drainage from adjacent properties. Plans and specifications showing grading and servicing must be reviewed and approved by the Director of Engineering or their designate. The owner must submit soil tests by an independent laboratory on the stability of the soil and provide certified copies for examination by the Director of Engineering or their designate. No work shall commence without the approval of the Director of Engineering or their designate, and any work requiring approvals from the City and the Ministry of the Environment, Conservation and Parks must be endorsed. The Developer must enter into a Development Agreement with the City and provide a financial guarantee to the satisfaction of The City Solicitor and the Treasurer. The provided comments will be conditions of Draft Plan approval and are outlined in Appendix A.

OTHER

The following departments/agencies have no comment or objections to the proposed development: EDC, Fire Services, and SSMRCA.

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

STRATEGIC PLAN / POLICY IMPACT
Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan. There are no significant climate change impacts anticipated from this application.

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

Resolved that the report of the Junior Planner dated May 13, 2023 concerning Application 57T-24-501 – 551 Korah Road and 0 Prentice Avenue (Mark Lepore) be received and that Council grant Draft Plan Approval for a 10 unit (lot) Vacant Land Condominium consisting of 30 multiple attached dwelling units, subject to the conditions of Draft Approval outlined in Appendix A.

Respectfully submitted,

Nicholas Cicchini
Junior Planner
705.759.5375
n.cicchini@cityssm.on.ca

APPENDIX A
Condition of Draft Plan Approval:

1. That prior to registration, the developer enter into Development Agreement(s) with respect to, but not limited to the following:

    a. That the private roadway, access points to public streets, corner roundings, in-ground services, stormwater management works and other matters be designed and constructed to the satisfaction of the Director of Engineering or his designate.

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

2. That prior to the finalization of the Development Agreement(s), the developer provides financial guarantees to the City, equal to the cost of constructing all common elements associated with the registration. The amount shall be to the satisfaction of the Director of Engineering and the Director of Planning or their designates. Furthermore, the form of financial guarantee shall be to the satisfaction of the City Solicitor and Treasurer.

3. That prior to the finalization of the Development Agreement(s), the applicant address the items and submit the required information prescribed by Engineering Services in their letter dated 2024 04 29 and attached to this report, and that no work commence without the approval of the Director of Engineering and the Director of Planning, or their designates. Any site work which requires approvals from the City or other agencies shall not commence until such approvals and agreements are endorsed.

4. That prior to the finalization of the Development Agreement(s), the applicant address the items and submit the required information prescribed by PUC Services Inc. and PUC Distribution Inc. in their letter dated 2024 04 29 and attached to this report.

5. That prior to the finalization of the Development Agreement(s), the developer be required to enter into Servicing Agreements with PUC Services Inc. and PUC Distribution Inc. with respect to water and electrical services.

6. That as part of the finalization of the Development Agreement(s), the developer be required to pay 5% cash in-lieu of parkland.

7. That as part of the finalization of the Development Agreement(s), the developer shall relocated the proposed mail box location to the satisfaction of Canada Post.

PART 1 OF 1
SHEET 1 OF 1

ALGOMA VACANT LAND CONDOMINIUM PLAN No.

LEVEL 1
UNITS 1 TO 11 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ALGOMA No. 1 AT _____O'CLOCK ON THE _____ DAY OF _____, 20

_____
REPRESENTATIVE FOR LAND REGISTRAR

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

APPROVED UNDER THE PLANNING ACT ON THE _____ DAY OF _____, 20 .

_____
PETER TONAZZO, MCIP, RPP
PLANNING DIRECTOR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1998, THE SURVEY'S ACT, THE SURVEYOR'S ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE DAY OF , 20

April 12, 2024
SAULT STE. MARIE, ONTARIO

_____
D. S. URSO
ONTARIO LAND SURVEYOR
for: MONUMENT URSO SURVEYING LTD.
ONTARIO LAND SURVEYORS

DECLARATION REGISTERED AS No. _____

THIS PLAN COMPRISES ALL OF PINS 31594-0106, 31594-0089

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N86°27'30"E AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

LEGEND

■	DENOTES	FOUND MONUMENT
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R-1182
P1	DENOTES	DEPOSITED PLAN 1R-7871
P2	DENOTES	DEPOSITED PLAN 1R-10302
P3	DENOTES	DEPOSITED PLAN 1R-12096
P4	DENOTES	DEPOSITED PLAN 1R-2704
P5	DENOTES	REGISTRAR'S COMPILED PLAN H-625
P6	DENOTES	DEPOSITED PLAN 1R-8635
P7	DENOTES	PLAN BY D.S. URSO, O.L.S., FILE U-11135
REG	DENOTES	REGISTERED
PR	DENOTES	PROPORTION
S	DENOTES	SET
WT	DENOTES	WITNESS
OU	DENOTES	ORIGIN UNKNOWN
DSU	DENOTES	D.S. URSO SURVEYING LTD.
FEW	DENOTES	F.E. WALL, O.L.S.
TGI	DENOTES	TULLUCH GEOMATICS INC.
JBC	DENOTES	CHAMBERS, MILLER AND WALL, O.L.S.
WEB	DENOTES	W.E. BOLAN, O.L.S.
SLM	DENOTES	S.L. MacDOUGALL, O.L.S.
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER

PLAN OF SURVEY OF
PART OF LOTS 13, 16, 23, 31, 32, 33 AND 34 REGISTRAR'S COMPILED PLAN H-625
TOWNSHIP OF KORAH
NOW IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA
SCALE: 1 : 500

10 0 15 25
METRES

Monument Urso Surveying Ltd.

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 3.048.

INDEX OF PARTS

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

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

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

CERTIFICATE OF DECLARANT

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

DECLARANT: 1000285353 ONTARIO INC.
REGISTERED OWNER OF PINS 31594-0106, 31594-0089

DATED AT SAULT STE. MARIE
THIS ____ DAY OF _____

_____
STEVE FICOCIELLO
1000285353 ONTARIO INC.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

Monument Urso Surveying Ltd.
Ontario Land Surveyors ♦ Canada Land Surveyors
Planning Consultants
536 'C' FOURTH LINE EAST
SAULT STE. MARIE ONT, P6A 6J8
TEL: (705) 254-7851
FAX: (705) 254-5571

CLIENT: 1000285353 ONTARIO INC.
DRAWN BY: KF
CHECKED BY: DSU
FIELD:
FILE: U-12176-CO

NOTE

DECKS ARE 2.90m x 2.97m (NOMINAL)

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N86°27'30"E UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5157329.263	701620.722
ORP B	5157342.479	701834.225
ORP C	5157216.326	701661.025

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

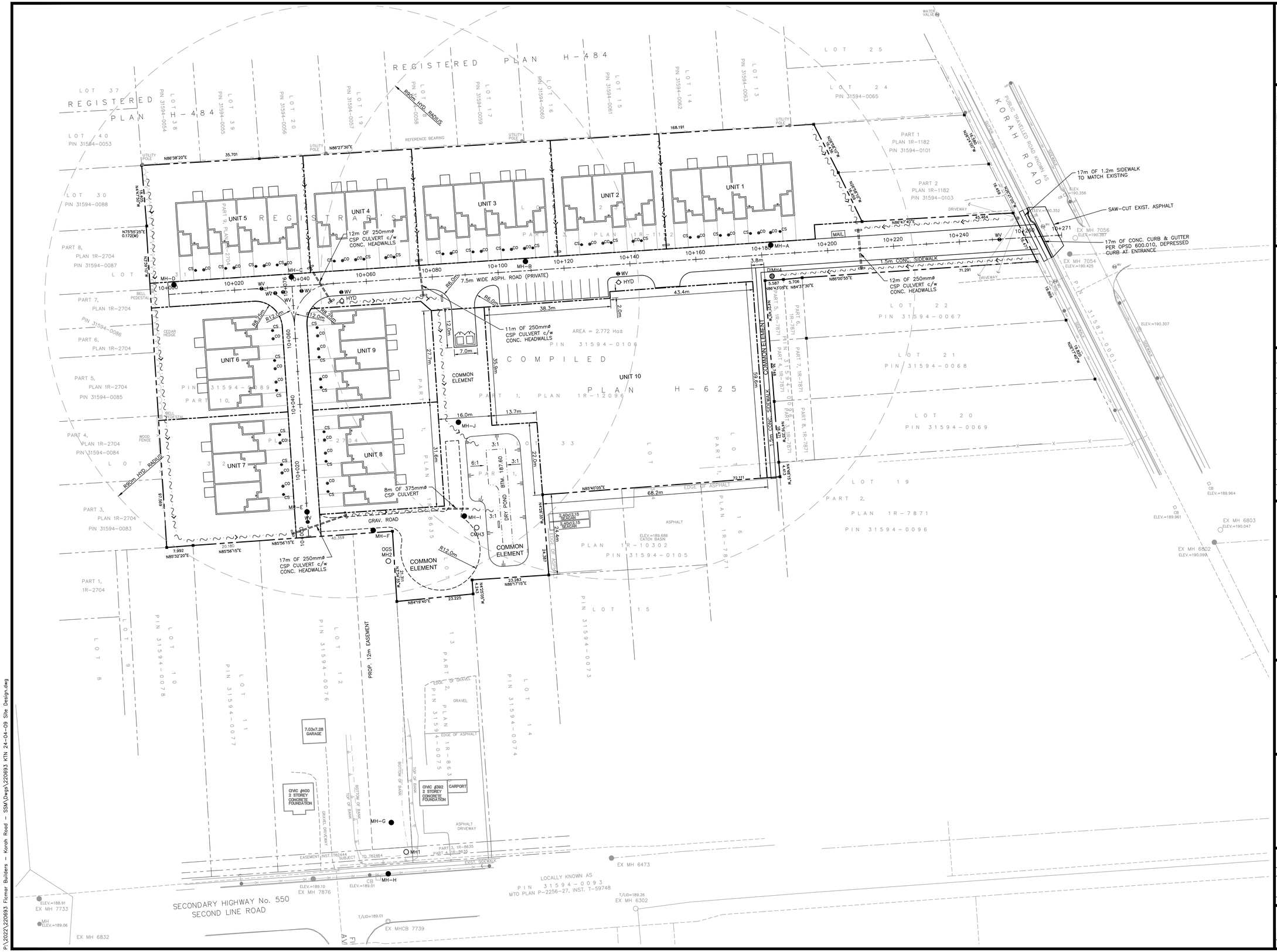
SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.000266.

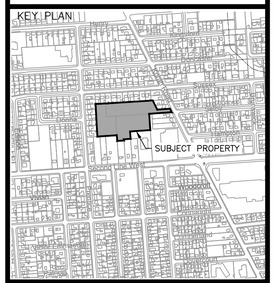
ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 1°29'30" COUNTER CLOCKWISE WAS APPLIED TO PLANS 'P' THROUGH 'P2' AND 'P4' THROUGH 'P7' TO CONVERT TO GRID BEARINGS.

RECEIVED
This plan was receiced pn April 17 2024. Please refer to File # 57T-24-501 on any correspondence to the City of Sault Ste. Marie Planning Division



KEY PLAN



ENGINEER'S SEAL:

PRELIMINARY

DATE	REV.	REVISION	BY	APP'D
24-04-09	1	RE-ISSUED FOR DRAFT PLAN	KTN	JVM
24-03-01	0	ISSUED FOR DRAFT PLAN APP.	KTN	JVM

CLIENT:

FICMAR BUILDERS
1092 GREAT NORTHERN ROAD
SAULT STE. MARIE, ON

CONSULTANT:

TULLOCH

PROJECT TITLE:

RESIDENTIAL CONDOMINIUM DEVELOPMENT

DRAWING TITLE:

SITE PLAN

KTN	KN / JM	JVM	JVM
DRAWN	DESIGNED	CHECKED	APPROVED
1:500		MAR. 1, 2024	
SCALE		DATE	

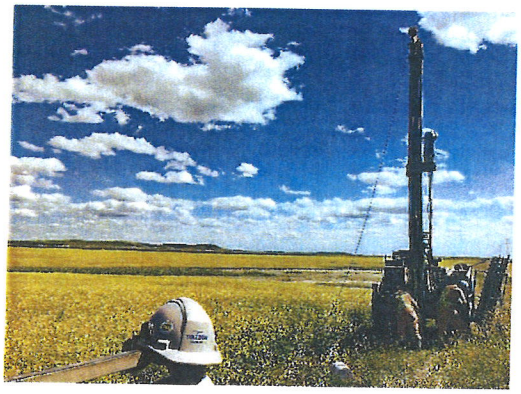
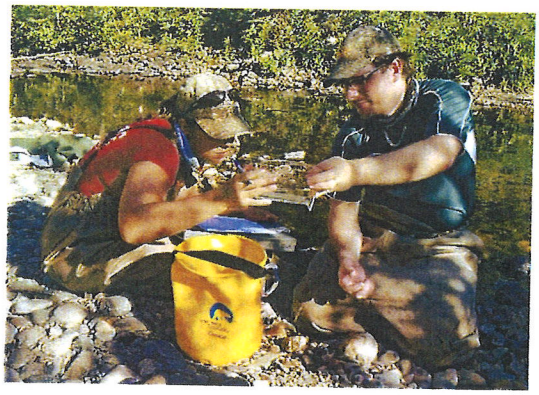
220693	1	C1
PROJECT No.	REVISION	DRAWING

P:\2022\220693 Ficmar Builders - Korah Road - SSM\Dwgs\220693 KTN 24-04-09 Site Design.dwg

PRELIMINARY SITE SERVICING REPORT

Korah Road Development

February 2024
TULLOCH Project #: 22-0693


TULLOCH

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

T 705 949 1457
TF 866 806 6602
F 705 949 9606
saultstemarie@tulloch.ca
www.TULLOCH.ca

220693
February 27, 2023

The Corporation of the City of Sault Ste. Marie
Department of Engineering and Planning
Level V – Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

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

Re: **Preliminary Servicing Study Report**
Korah Road Development

Dear Ms. McAuley:

Please find enclosed our Preliminary Servicing Study Report for the above-noted project in Sault Ste. Marie, Ontario. The report addresses the following:

- Preliminary Storm Water Management Study
- Sanitary Sewer Capacity Study

We trust the enclosed is adequate for your needs at this time. Functional Site Servicing reports will be submitted with our application for site plan control as detailed design advances. If there is anything further we can provide, please contact us at your convenience.

Sincerely,
TULLOCH



Niraj Neupane
Engineering Intern

JM/nn

Encl.

DISTRIBUTION LIST

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5	1	Corporation of the City of Sault Ste. Marie

REVISION LOG

Revision #	Revised By	Date	Issue / Revision Description
01	NN	2024-02-08	Issued for Draft Plan of Condominium

TULLOCH SIGNATURES

Report Prepared By:

Niraj Neupane
Engineering Intern

Report Reviewed By:

John McDonald, Principal, P. Eng.
Project Manager

STATEMENT OF QUALIFICATIONS AND LIMITATIONS

The attached Report (the "Report") has been prepared by Tulloch Engineering Inc. ("Consultant") for the benefit of the client ("Client") in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the "Agreement").

The information and data contained in the Report:

- are subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the "Limitations")
- represent Consultant's professional judgement in light of the Limitations and industry standards for the preparation of similar reports
- may be based on information provided to Consultant which has not been independently verified
- have not been updated since the date of issuance of the Report and their accuracy is limited to the time period and circumstances in which they were collected, processed, made or issued
- must be read as a whole and sections thereof should not be read out of such context
- were prepared for the specific purposes described in the Report and the Agreement
- in the case of subsurface, environmental or geotechnical conditions, may be based on limited testing and on the assumption that such conditions are uniform and not variable either geographically or over time

Unless expressly stated to the contrary in the Report or the Agreement, Consultant:

- shall not be responsible for any events or circumstances that may have occurred since the date on which the Report was prepared or for any inaccuracies contained in information that was provided to Consultant
- agrees that the Report represents its professional judgement as described above for the specific purpose described in the Report and the Agreement, but Consultant makes no other representations with respect to the Report or any part thereof
- in the case of subsurface, environmental or geotechnical conditions, is not responsible for variability in such conditions geographically or over time

The Report is to be treated as confidential and may not be used or relied upon by third parties, except:

- as agreed by Consultant and Client
- as required by law
- for use by governmental reviewing agencies

Any use of this Report is subject to this Statement of Qualifications and Limitations. Any damages arising from improper use of the Report or parts thereof shall be borne by the party making such use.

This Statement of Qualifications and Limitations is attached to and forms part of the Report.

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1. INTRODUCTION

1.1 General

TULLOCH was retained by Ark Development to prepare a Preliminary Stormwater Management Report and Sanitary Sewer Capacity Analysis in support of the proposed residential condominium development in the West End of the City of Sault Ste. Marie. The property is located approximately 300 metres west of Korah Road on the north side of Second Line West. The location of the property is shown in **Figure 1.1**.



Figure 1.1: Location of the Proposed Development

The development is located immediately northwest of No Frills Grocer and Shoppers Drug Mart. Residential lots are located around the remaining perimeter of the property.

The total area of the property is approximately 2.37 hectares . The development will be zoned for medium-density residential and will likely be comprised of the following:

- Three (3) four-unit townhouses type on the property;
- Six (6) three-unit townhouses type on the property;

2. STORM DRAINAGE AND STORMWATER MANAGEMENT

2.1 Existing Conditions

At present, the site is comprised of a mix of overgrown field and wooded area. The existing property has no storm sewers or stormwater management currently. Run-off from the lot flows overland to the southwest. The run-off eventually enters into storm sewers along Second Line West.

Surficial native soils on the site generally consist of 0.76m of sand and gravel inter-mixed with nut slag, followed by 1.68m of soft to medium reddish-brown wet clay. After the first clay layer, a second layer of approximately 2.74m of very soft to soft reddish-brown wet clay is observed. Lastly, a 2.13m layer of soft wet reddish-brown clay and grey varved clay is observed. The hydrologic soil group is estimated to be 'D'.

2.2 Stormwater Management Approach

The stormwater management design for the development was established to replicate the existing drainage patterns on the site to the furthest extent possible and to meet the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority's criteria for stormwater management. This may be accomplished by the following:

- Run-off from the development will be collected in a series of storm sewers, ditches and drainage swales and conveyed to a stormwater management facility in the southern end of the site. The purpose of the stormwater management facility is to attenuate the flow. Discharge from the stormwater management pond will be conveyed within underground piping. Prior to stormwater leaving the site, it will pass through a oil/grit separator to remove suspended solids. After this, piping will convey stormwater southerly through an easement over Lot 12 Pin 31594-0076 (civic 400 Second Line West) ultimately discharging to Second Line storm sewer.

2.3 Design Criteria

The City of Sault Ste. Marie's design criteria for stormwater management is summarized as follows:

- Post-development peak flows cannot exceed pre-development peak flows;
- Quality control of stormwater runoff flows must ensure a minimum of 70% TSS removal;
- The design of stormwater management facilities must be in general conformance to the criteria stipulated in the Ontario Ministry of Environment's "Stormwater Management Planning and Design Manual" (March 2003); and,
- The design of stormwater management facilities must be in general conformance to the criteria stipulated in the City of Sault Ste. Marie's Stormwater Management Guidelines.

2.4 Hydraulic Modelling

Hydraulic modelling of the proposed development was conducted utilizing Visual OTTHYMO, version 6.1 software. The OTTHYMO model is an updated version of the original HYMO model developed by the United States Department of Agriculture in the early 1970's. HYMO and its updated versions, including OTTHYMO are in use throughout North America and the world for hydrologic modelling of rural and urban watersheds.

Section 2.5 and Section 2.6 present the OTTHYMO input parameters such as time of concentration calculations, Curve Number values, impervious levels and initial abstraction calculations.

Rainfall inputs to the model consisted of a 1-Hour Atmospheric Environment Service Type 2 rainfall distribution based on Intensity / Duration / Frequency (IDF) curves for Sault Ste. Marie, Ontario. Rainfall intensities were derived from the MTO IDF Lookup Curve for the City of Sault Ste. Marie, Ontario. Approximate peak flow rates were estimated for the 2 to 100-year return periods. IDF curved used for the analysis were obtained from the Ontario Ministry of Transportation through their online IDF.

The Soil Conservation Service Curve Number Method was utilized to model infiltration on pervious areas. Areas exhibiting minimal levels of imperviousness were modelled utilizing the NASH Unit Hydrograph Procedure to calculate storm run-off from rainfall excess. Catchments with higher levels of imperviousness were modelled utilizing the Standard Hydrograph Procedure in OTTHYMO.

2.5 Pre-Development Conditions

The subject existing drainage area is approximately 2.37 hectares and was modelled as one (1) catchment area. The pre-development drainage condition of the site is attached in **Appendix A.**

The parameters utilized in the Visual OTTHYMO model for the single drainage area are displayed in **Table 2.5.1**:

Table 2.5.1: Pre-Development Input Parameters

Parameter	Pre-Development
Drainage Area	2.37 ha
Design Rainfall	1 hr AES Type 2 Distribution
Soil Conservation Service Curve Number for Pervious Area	CN = 74

Initial Abstraction on Pervious Area	8.9 mm
Time to Peak	0.50 hr
NASH's Shape Parameter	3.0

The model of the pre-development conditions produced peak flow estimates for the development as displayed in **Table 2.5.2**:

Table 2.5.2: Pre-Development Peak Flows

Return Period	Pre-Development Peak Flows (L/s)
2 year	19
5 year	42
10 year	87
25 year	79
50 year	108
100 year	130

2.6 Post-Development Conditions

The drainage area following development were based on typical lot grading and roadway grades for the development. The post-development drainage conditions of the site are attached in **Appendix B**.

The property was modeled as a single catchment area for analysis purposes as follows:

- The post-development catchment area is comprised of the majority of the development. Runoff from this catchment flows south to the Stormwater Management Facility located on the southern side of the property.

The outflow hydrograph is conveyed through the South Stormwater Management Facility. The outlet from the South Stormwater Management Facility was compared with peak pre-development flows to ensure peak flow criteria for the whole site was met.

The hydrologic parameters utilized in the OTTHYMO model for the post development Catchment area is indicated in **Table 2.6.1**.

Table 2.6.1: Post-Development Input Parameters

Parameter	Catchment Area
Drainage Area	2.37 ha
Total % Imperviousness	40.0 %
Directly connected % Imperviousness	40.0 %
Pervious Area:	
• Curve Number	88
• Initial Abstraction	3.38 mm
• Average Slope	1.5 %
• Average Flow Length	29 m
Impervious Area:	
Impervious Area Depression Storage	2.0 mm
Slope	1.0 %
Flow Length*	125.67 m

Table 2.2.2 displays the estimated peak, uncontrolled, post-development flows from the post-development drainage areas:

Table 2.6.2: Post-Development Unattenuated Peak Flows

Return Period	Post- Development Catchment Area (L/s)
2 year	187
5 year	267
10 year	321
25 year	391
50 year	479

100 year	540

2.7 Stormwater Management Facility

2.7.1 Quantity Management

The whole site may be served by a single Stormwater Management Facility. The Stormwater Management Facility was designed as a dry pond to meet the criteria outlined in Section 2.3 above. The design was based on an iterative process in which different outlet conditions, pond depth / storage relationships were analyzed.

Inflow hydrographs were generated in the Visual OTTHYMO model. Storage discharge relationships were generated for the pond with the use of a spreadsheet. The storage discharge relationships were then input into corresponding separate reservoir routing functions in Visual OTTHYMO. The appropriate inflow hydrographs were then connected to the reservoirs in Visual OTTHYMO. Visual OTTHYMO then performed reservoir routing routines producing attenuated outflow hydrographs.

Outflow from the pond is accommodated through a combination of outlet orifices and an overflow weir. A flow control manhole will be constructed on the outlet pipe from the pond with a wall constructed across the interior of the manhole to provide flow control between the inlet and outlet pipes.

The following table shows the outlet parameters for the flow control manholes:

Table 2.7.1.1: Stormwater Flow Control Requirements

Parameter	Flow Control Manhole
Primary Orifice Diameter	75mm
Primary Orifice Invert	100mm*
Secondary Orifice Diameter	200mm
Secondary Orifice Invert	101.5m
Overflow Weir Elevation	101.8
***Elevations are set assuming primary orifice invert is 100.00m for each site**	

The pond has a footprint of approximately 42.4 meters by 14.4 meters with a side slope of 4:1 and the ground level length to width ratio greater than 3.

The table below summarizes the attenuate flows.

Table 2.7.1.2: Post-Development Attenuated Peak Flows

Return Period	Pre-Development Peak Flows (L/s)	Post-development Attenuated flows (L/s)	Percentage reduction (%)
2 year	19	12	36
5 year	42	14	66
10 year	87	25	71
25 year	79	55	30
50 year	108	69	36
100 year	130	80	38

The above table indicates that the design criteria limiting post-development peak to pre-development levels has been met for the development.

2.7.2 Quality Management

To achieve the required stormwater quality management, an Oil Grit Separator (OGS) is proposed downstream of stormwater retention facility. A stormceptor EF4 (or approved equal) is recommended OGS for catchment area. Preliminary calculations result in achieving 71% TSS removal. Stormceptor sizing report can be found in **Appendix C.**

3. SANITARY SEWER CAPACITY STUDY

3.1 Existing Condition

The upstream sanitary sewage drainage area extends east to Shoppers Drug Mart on Second Line West. Generally, the sewage area is limited to the properties immediately abutting to Second Line west. Sewage flow westerly on Second Line West to manhole #6569. This manhole collects sewage from easterly of Turner Avenue on Secondary Line West.

After manhole #6569 the sewage flows southerly on Turner Avenue to the Wallace Terrace sewer. The Wallace Terrace sanitary sewer consists of two sewer pipes of diameter 1050mm and 750mm, and both systems are interconnected with each other. To our understanding, the subject

area has been included within the drainage area design of Wallace Terrace. Therefore, our analysis is terminated at the discharge area design of the Wallace Terrace. A sketch of sanitary sewer shed can be found in **Appendix D**.

3.2 Post-Development Conditions

The sanitary sewer drainage areas, pipe sizes, pipe length, slope, manhole location, etc. were developed and identified based on the City of Sault Ste. Marie GIS data. This data was utilized to analyze the capacity of a downstream pipe. As you will note, a data gap exists. No further information was available based on our Request for Information submitted to the City of Sault Ste. Marie.

The proposed development consists of 30 units of 3 and 4 plex townhouses, with a population equaling 96 persons in total (3.2 person/unit). The Municipal Engineers Association's Municipal Works Design Manual states that typical design factors for infiltration rate allowances range from 0.14 to 0.28 L/s*ha. An infiltration rate of 0.28 L/s*ha was assumed in our analysis. In accordance with the Municipal Work Design Manual, a residential flow rate of 350L/s/cap was used. For the purpose of analysis, the slope of sanitary sewer from manhole #6436 and #6315 along the Turner Avenue is estimated as 0.2% due to unavailability of slope data.

This analysis assesses the capacity of the gravity sanitary sewer system, commencing from manhole #6473 situated in front of Shoppers Drug Mart and extending southerly through the intersection of Second Line West and Turner Avenue. The route continues along Turner Avenue, concluding at the intersection of Wallace Terrace and Turner Avenue. The computed post-development peak design flow for each segment of the sanitary sewer pipe is detailed in **Appendix E**. Notably, the maximum pipe utilization within the system, as per the proposed development, is 22.3%, and this occurs in the section between manhole #7729 and #6928.

3.3 Conclusion

Based on the result of our calculation, the existing sewer has the capacity to support the proposed development. The governing pipe is between the manhole #7729 and #6928 of diameter 525 mm.

APPENDIX A

Pre-development Drainage Conditions

A

PRE-DEVELOPMENT
CATCHMENT AREA LEGEND:



AREA IDENTIFICATION

AREA (HECTARES)

% IMPERVIOUS

PRE-DEVELOPMENT CATCHMENT AREA

PRE-DEVELOPMENT DRAINAGE DIRECTION



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No.	DATE	BY	ISSUES / REVISIONS
0	24-02-27	KTN	ISSUED FOR SERVICING REPORT

TULLOCH

DRAWING:
PRE-DEVELOPMENT STORM WATER AREAS

PROJECT:
551 KORAH ROAD
CONDOMINIUM DEVELOPMENT

DRAWN BY:	CHECKED BY:	PROJECT No. :	
KTN	NN	230693	
DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
JVM	JVM	Fig1	0
SCALE: NTS	DATE: FEB. 27, 2024		

APPENDIX B

Post-Development Drainage Conditions

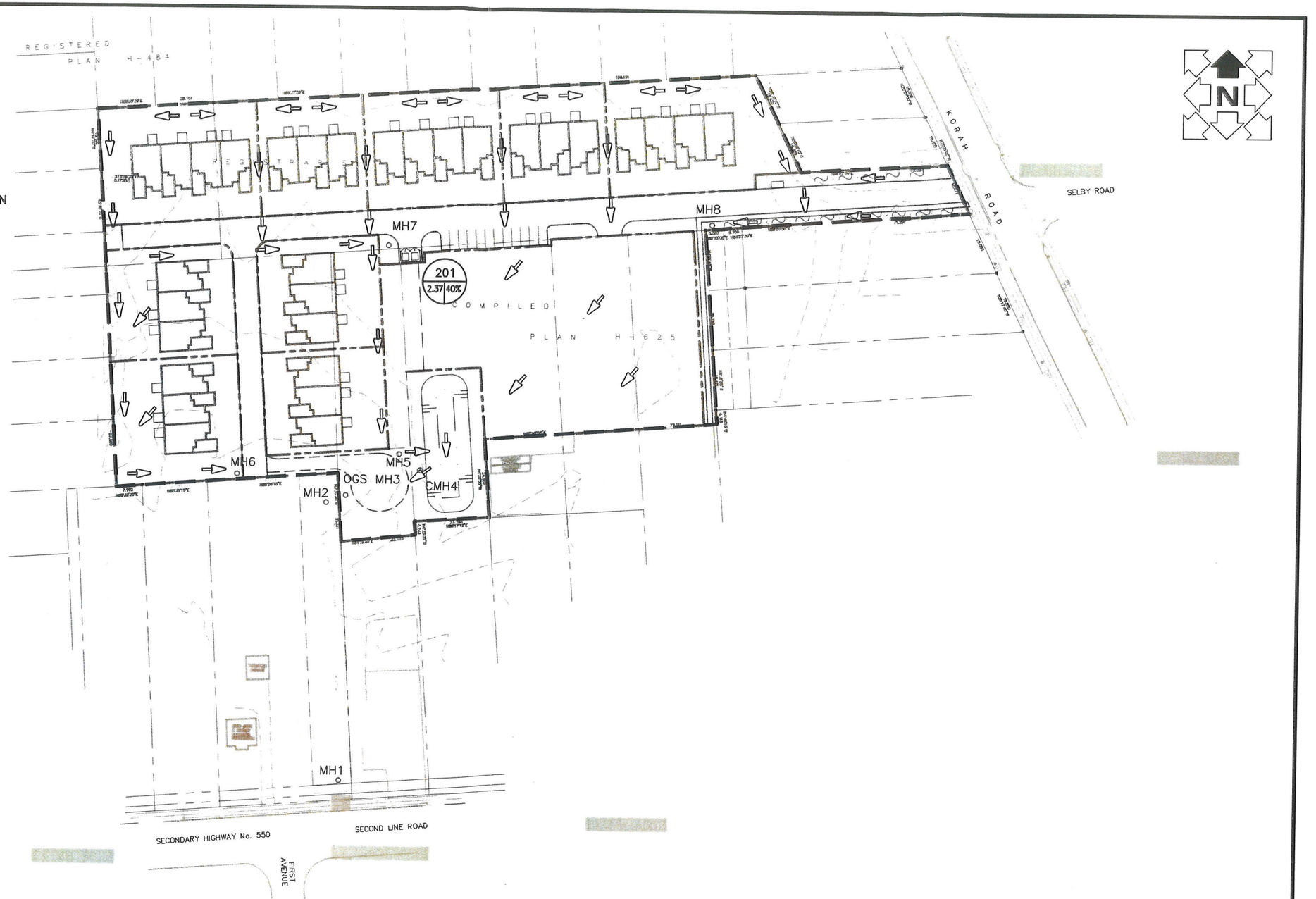
B

POST-DEVELOPMENT
CATCHMENT AREA LEGEND:

200 (ha | %) — AREA IDENTIFICATION; AREA (HECTARES); % IMPERVIOUS

POST-DEVELOPMENT CATCHMENT AREA

POST-DEVELOPMENT DRAINAGE DIRECTION



No.	DATE	BY	ISSUES / REVISIONS
0	24-02-27	KTN	ISSUED FOR SERVICING REPORT

TULLOCH

DRAWING: POST-DEVELOPMENT STORM WATER AREAS

PROJECT: 551 KORAH ROAD CONDOMINIUM DEVELOPMENT

DRAWN BY:	CHECKED BY:	PROJECT No. :
KTN	NN	230693
DESIGNED BY:	APPROVED BY:	DRAWING No. / REVISION No.
JVM	JVM	Fig2 / 0
SCALE: NTS	DATE: FEB. 27, 2024	

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APPENDIX C

Stormceptor Sizing Report

Stormceptor®

Rinker MATERIALS

Stormceptor EF Sizing Report

Imbrium® Systems
ESTIMATED NET ANNUAL SEDIMENT (TSS) LOAD REDUCTION

02/26/2024

Province:	Ontario
City:	Sault Ste Marie
Nearest Rainfall Station:	SAULT STE MARIE AP
Climate Station Id:	6057592
Years of Rainfall Data:	17

Site Name:	220693-Korah Rd Residential Development

Drainage Area (ha):	2.524
% Imperviousness:	40.00

Runoff Coefficient 'c': 0.54

Particle Size Distribution:	Fine
Target TSS Removal (%):	70.0

Required Water Quality Runoff Volume Capture (%):	
Estimated Water Quality Flow Rate (L/s):	46.05
Oil / Fuel Spill Risk Site?	No
Upstream Flow Control?	No
Peak Conveyance (maximum) Flow Rate (L/s):	
Influent TSS Concentration (mg/L):	
Estimated Average Annual Sediment Volume (L/yr):	683

Project Name:	220693-Korah Rd Residential Development
Project Number:	220693
Designer Name:	Niraj Neupane
Designer Company:	Tulloch Engineering
Designer Email:	niraj.neupane@tulloch.ca
Designer Phone:	705-971-8110
EOR Name:	
EOR Company:	
EOR Email:	
EOR Phone:	

Net Annual Sediment (TSS) Load Reduction Sizing Summary

Stormceptor Model	TSS Removal Provided (%)
EF4	71
EF6	82
EF8	88
EF10	92
EF12	95

Recommended Stormceptor EF Model: EF4

Estimated Net Annual Sediment (TSS) Load Reduction (%): 71

Water Quality Runoff Volume Capture (%): > 90

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THIRD-PARTY TESTING AND VERIFICATION

▶ **Stormceptor® EF and Stormceptor® EFO** are the latest evolutions in the Stormceptor® oil-grit separator (OGS) technology series, and are designed to remove a wide variety of pollutants from stormwater and snowmelt runoff. These technologies have been third-party tested in accordance with the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators** and performance has been third-party verified in accordance with the **ISO 14034 Environmental Technology Verification (ETV)** protocol.

PERFORMANCE

▶ **Stormceptor® EF and EFO** remove stormwater pollutants through gravity separation and floatation, and feature a patent-pending design that generates positive removal of total suspended solids (TSS) throughout each storm event, including high-intensity storms. Captured pollutants include sediment, free oils, and sediment-bound pollutants such as nutrients, heavy metals, and petroleum hydrocarbons. Stormceptor is sized to remove a high level of TSS from the frequent rainfall events that contribute the vast majority of annual runoff volume and pollutant load. The technology incorporates an internal bypass to convey excessive stormwater flows from high-intensity storms through the device without resuspension and washout (scour) of previously captured pollutants. Proper routine maintenance ensures high pollutant removal performance and protection of downstream waterways.

PARTICLE SIZE DISTRIBUTION (PSD)

▶ The **Canadian ETV PSD** shown in the table below was used, or in part, for this sizing. This is the identical PSD that is referenced in the Canadian ETV ***Procedure for Laboratory Testing of Oil-Grit Separators*** for both sediment removal testing and scour testing. The Canadian ETV PSD contains a wide range of particle sizes in the sand and silt fractions, and is considered reasonably representative of the particle size fractions found in typical urban stormwater runoff.

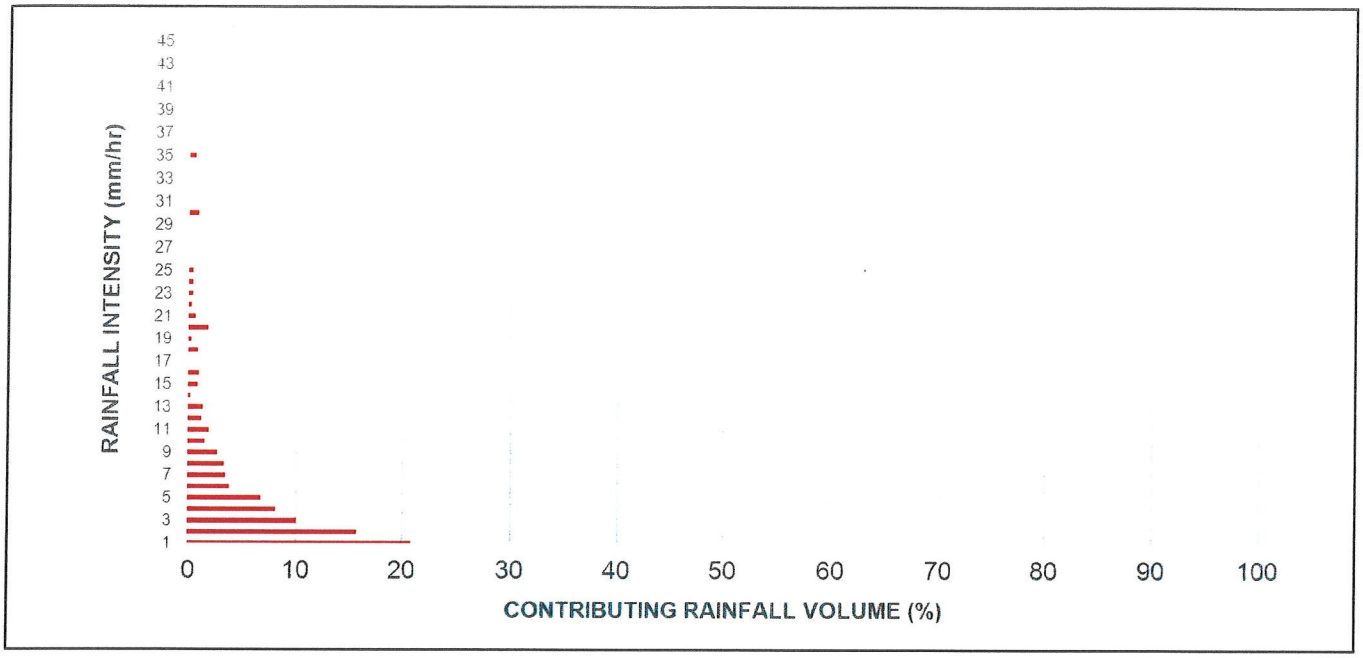
Particle Size (µm)	Percent Less Than	Particle Size Fraction (µm)	Percent
1000	100	500-1000	5
500	95	250-500	5
250	90	150-250	15
150	75	100-150	15
100	60	75-100	10
75	50	50-75	5
50	45	20-50	10
20	35	8-20	15
8	20	5-8	10
5	10	2-5	5
2	5	<2	5

Stormceptor® EF Sizing Report

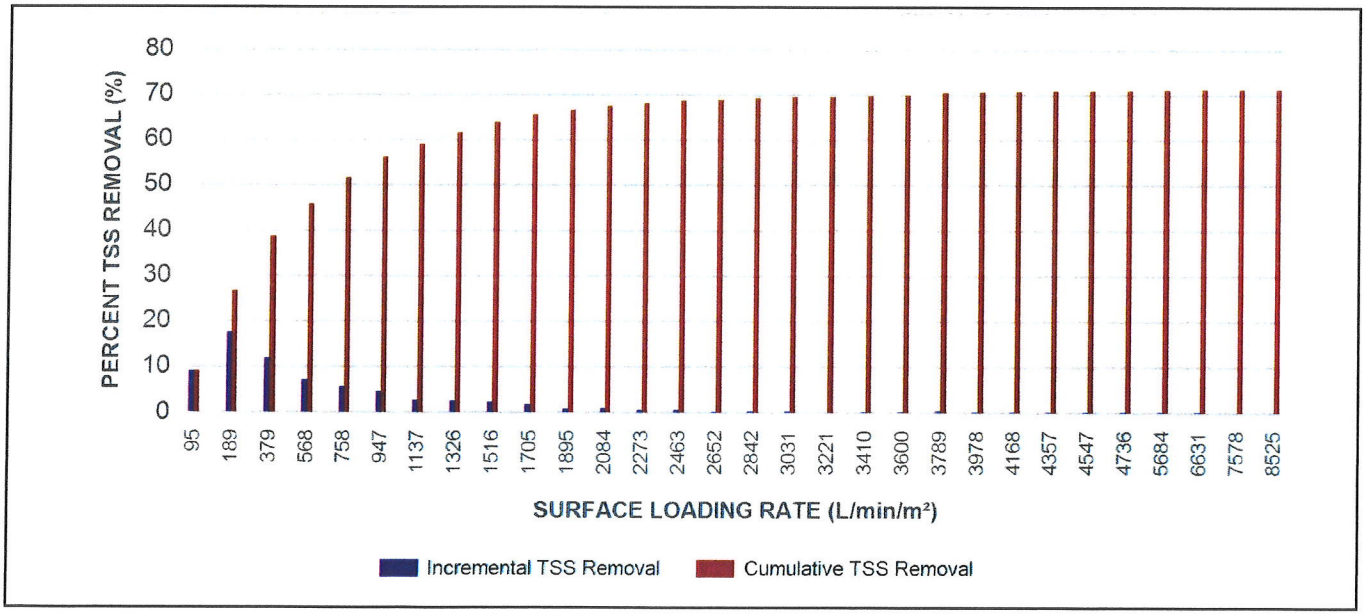
Rainfall Intensity (mm / hr)	Percent Rainfall Volume (%)	Cumulative Rainfall Volume (%)	Flow Rate (L/s)	Flow Rate (L/min)	Surface Loading Rate (L/min/m²)	Removal Efficiency (%)	Incremental Removal (%)	Cumulative Removal (%)
0.50	9.4	9.4	1.89	114.0	95.0	97	9.2	9.2
1.00	20.9	30.3	3.79	227.0	189.0	84	17.6	26.8
2.00	15.8	46.1	7.58	455.0	379.0	75	11.9	38.7
3.00	10.1	56.3	11.37	682.0	568.0	71	7.2	45.9
4.00	8.2	64.4	15.16	909.0	758.0	70	5.7	51.6
5.00	6.8	71.2	18.95	1137.0	947.0	68	4.6	56.2
6.00	3.9	75.1	22.73	1364.0	1137.0	70	2.7	59.0
7.00	3.5	78.7	26.52	1591.0	1326.0	74	2.6	61.6
8.00	3.4	82.0	30.31	1819.0	1516.0	70	2.4	63.9
9.00	2.8	84.8	34.10	2046.0	1705.0	62	1.8	65.7
10.00	1.6	86.4	37.89	2273.0	1895.0	56	0.9	66.6
11.00	2.0	88.5	41.68	2501.0	2084.0	51	1.0	67.6
12.00	1.3	89.8	45.47	2728.0	2273.0	46	0.6	68.2
13.00	1.4	91.2	49.26	2955.0	2463.0	43	0.6	68.8
14.00	0.2	91.4	53.05	3183.0	2652.0	41	0.1	68.9
15.00	0.9	92.4	56.84	3410.0	2842.0	38	0.4	69.3
16.00	1.0	93.4	60.62	3637.0	3031.0	35	0.4	69.6
17.00	0.0	93.4	64.41	3865.0	3221.0	33	0.0	69.6
18.00	0.9	94.2	68.20	4092.0	3410.0	31	0.3	69.9
19.00	0.3	94.5	71.99	4319.0	3600.0	29	0.1	70.0
20.00	1.9	96.4	75.78	4547.0	3789.0	29	0.5	70.5
21.00	0.7	97.0	79.57	4774.0	3978.0	27	0.2	70.7
22.00	0.3	97.4	83.36	5002.0	4168.0	26	0.1	70.8
23.00	0.4	97.7	87.15	5229.0	4357.0	25	0.1	70.9
24.00	0.4	98.1	90.94	5456.0	4547.0	23	0.1	70.9
25.00	0.4	98.5	94.73	5684.0	4736.0	22	0.1	71.0
30.00	0.9	99.4	113.67	6820.0	5684.0	19	0.2	71.2
35.00	0.6	100.0	132.62	7957.0	6631.0	16	0.1	71.3
40.00	0.0	100.0	151.56	9094.0	7578.0	14	0.0	71.3
45.00	0.0	100.0	170.51	10230.0	8525.0	12	0.0	71.3
							Estimated Net Annual Sediment (TSS) Load Reduction =	71 %

Climate Station ID: 6057592 *Years of Rainfall Data*: 17

RAINFALL DATA FROM SAULT STE MARIE AP RAINFALL STATION



INCREMENTAL AND CUMULATIVE TSS REMOVAL
FOR THE RECOMMENDED STORMCEPTOR® MODEL



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Maximum Pipe Diameter / Peak Conveyance

Stormceptor EF / EFO	Model Diameter		Min Angle Inlet / Outlet Pipes	Max Inlet Pipe Diameter		Max Outlet Pipe Diameter		Peak Conveyance Flow Rate	
	(m)	(ft)		(mm)	(in)	(mm)	(in)	(L/s)	(cfs)
EF4 / EFO4	1.2	4	90	609	24	609	24	425	15
EF6 / EFO6	1.8	6	90	914	36	914	36	990	35
EF8 / EFO8	2.4	8	90	1219	48	1219	48	1700	60
EF10 / EFO10	3.0	10	90	1828	72	1828	72	2830	100
EF12 / EFO12	3.6	12	90	1828	72	1828	72	2830	100

SCOUR PREVENTION AND ONLINE CONFIGURATION

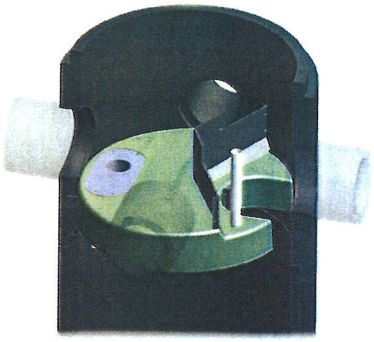
▶ **Stormceptor® EF and EFO** feature an internal bypass and superior scour prevention technology that have been demonstrated in third-party testing according to the scour testing provisions of the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators**, and the exceptional scour test performance has been third-party verified in accordance with the ISO 14034 ETV protocol. As a result, Stormceptor EF and EFO are approved for online installation, eliminating the need for costly additional bypass structures, piping, and installation expense.

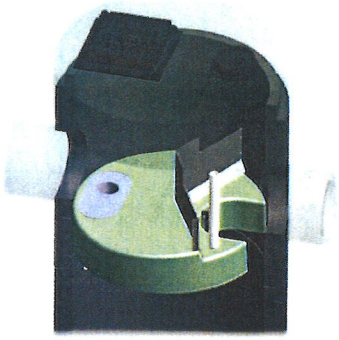
DESIGN FLEXIBILITY

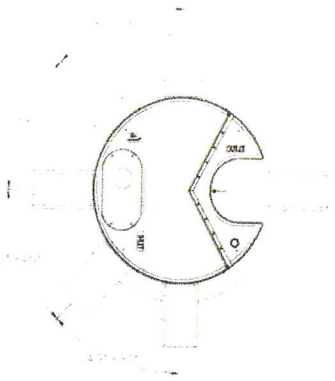
▶ **Stormceptor® EF** and **EFO** offers design flexibility in one simplified platform, accepting stormwater flow from a single inlet pipe or multiple inlet pipes, and/or surface runoff through an inlet grate. The device can also serve as a junction structure, accommodate a 90-degree inlet-to-outlet bend angle, and can be modified to ensure performance in submerged conditions.

OIL CAPTURE AND RETENTION

▶ While Stormceptor® EF will capture and retain oil from dry weather spills and low intensity runoff, **Stormceptor® EFO** has demonstrated superior oil capture and greater than 99% oil retention in third-party testing according to the light liquid re-entrainment testing provisions of the Canadian ETV **Procedure for Laboratory Testing of Oil-Grit Separators**. Stormceptor EFO is recommended for sites where oil capture and retention is a requirement.







INLET-TO-OUTLET DROP

Elevation differential between inlet and outlet pipe inverts is dictated by the angle at which the inlet pipe(s) enters the unit.
0° - 45° : The inlet pipe is 1-inch (25mm) higher than the outlet pipe.
45° - 90° : The inlet pipe is 2-inches (50mm) higher than the outlet pipe.

HEAD LOSS

The head loss through Stormceptor EF is similar to that of a 60-degree bend structure. The applicable K value for calculating minor losses through the unit is 1.1. For submerged conditions the applicable K value is 3.0.

Pollutant Capacity

Stormceptor EF / EFO	Model Diameter		Depth (Outlet Pipe Invert to Sump Floor)		Oil Volume		Recommended Sediment Maintenance Depth *		Maximum Sediment Volume *		Maximum Sediment Mass **	
	(m)	(ft)	(m)	(ft)	(L)	(Gal)	(mm)	(in)	(L)	(ft^3)	(kg)	(lb)
EF4 / EFO4	1.2	4	1.52	5.0	265	70	203	8	1190	42	1904	5250
EF6 / EFO6	1.8	6	1.93	6.3	610	160	305	12	3470	123	5552	15375
EF8 / EFO8	2.4	8	2.59	8.5	1070	280	610	24	8780	310	14048	38750
EF10 / EFO10	3.0	10	3.25	10.7	1670	440	610	24	17790	628	28464	78500
EF12 / EFO12	3.6	12	3.89	12.8	2475	655	610	24	31220	1103	49952	137875

*Increased sump depth may be added to increase sediment storage capacity
** Average density of wet packed sediment in sump = 1.6 kg/L (100 lb/ft^3)

Feature	Benefit	Feature Appeals To
Patent-pending enhanced flow treatment and scour prevention technology	Superior, verified third-party performance	Regulator, Specifying & Design Engineer
Third-party verified light liquid capture and retention for EFO version	Proven performance for fuel/oil hotspot locations	Regulator, Specifying & Design Engineer, Site Owner
Functions as bend, junction or inlet structure	Design flexibility	Specifying & Design Engineer
Minimal drop between inlet and outlet	Site installation ease	Contractor
Large diameter outlet riser for inspection and maintenance	Easy maintenance access from grade	Maintenance Contractor & Site Owner

STANDARD STORMCEPTOR EF/EFO DRAWINGS

For standard details, please visit http://www.imbriumsystems.com/stormwater-treatment-solutions/stormceptor-ef

STANDARD STORMCEPTOR EF/EFO SPECIFICATION

For specifications, please visit http://www.imbriumsystems.com/stormwater-treatment-solutions/stormceptor-ef

STANDARD PERFORMANCE SPECIFICATION FOR "OIL GRIT SEPARATOR" (OGS) STORMWATER QUALITY TREATMENT DEVICE

PART 1 – GENERAL

1.1 WORK INCLUDED

This section specifies requirements for selecting, sizing, and designing an underground Oil Grit Separator (OGS) device for stormwater quality treatment, with third-party testing results and a Statement of Verification in accordance with ISO 14034 Environmental Management – Environmental Technology Verification (ETV).

1.2 REFERENCE STANDARDS & PROCEDURES

ISO 14034:2016 Environmental management – Environmental technology verification (ETV)

Canadian Environmental Technology Verification (ETV) Program's **Procedure for Laboratory Testing of Oil-Grit Separators.**

1.3 SUBMITTALS

1.3.1 All submittals, including sizing reports & shop drawings, shall be submitted upon request with each order to the contractor then forwarded to the Engineer of Record for review and acceptance. Shop drawings shall detail all OGS components, elevations, and sequence of construction.

1.3.2 Alternative devices shall have features identical to or greater than the specified device, including: treatment chamber diameter, treatment chamber wet volume, sediment storage volume, and oil storage volume.

1.3.3 Unless directed otherwise by the Engineer of Record, OGS stormwater quality treatment product substitutions or alternatives submitted within ten days prior to project bid shall not be accepted. All alternatives or substitutions submitted shall be signed and sealed by a local registered Professional Engineer, based on the exact same criteria detailed in Section 3, in entirety, subject to review and approval by the Engineer of Record.

PART 2 – PRODUCTS

2.1 OGS POLLUTANT STORAGE

The OGS device shall include a sump for sediment storage, and a protected volume for the capture and storage of petroleum hydrocarbons and buoyant gross pollutants. The **minimum** sediment & petroleum hydrocarbon storage capacity shall be as follows:

2.1.1	4 ft (1219 mm) Diameter OGS Units:	1.19 m^3 sediment / 265 L oil
	6 ft (1829 mm) Diameter OGS Units:	3.48 m^3 sediment / 609 L oil
	8 ft (2438 mm) Diameter OGS Units:	8.78 m^3 sediment / 1,071 L oil
	10 ft (3048 mm) Diameter OGS Units:	17.78 m^3 sediment / 1,673 L oil
	12 ft (3657 mm) Diameter OGS Units:	31.23 m^3 sediment / 2,476 L oil

PART 3 – PERFORMANCE & DESIGN

3.1 GENERAL

The OGS stormwater quality treatment device shall be verified in accordance with ISO 14034:2016 Environmental management – Environmental technology verification (ETV). The OGS stormwater quality treatment device shall remove oil, sediment and gross pollutants from stormwater runoff during frequent wet weather events, and retain these pollutants during less frequent high flow wet weather events below the insert within the OGS for later removal during maintenance. The Manufacturer shall have at least ten (10) years of local experience, history and success in engineering design, manufacturing and production and supply of OGS stormwater quality treatment device systems, acceptable to the Engineer of Record.

3.2 SIZING METHODOLOGY

The OGS device shall be engineered, designed and sized to provide stormwater quality treatment based on treating a minimum of 90 percent of the average annual runoff volume and a minimum removal of an annual average 60% of the sediment (TSS) load based on the Particle Size Distribution (PSD) specified in the sizing report for the specified device. Sizing of the OGS shall be determined by use of a minimum ten (10) years of local historical rainfall data provided by Environment Canada. Sizing shall also be determined by use of the sediment removal performance data derived from the ISO 14034 ETV third-party verified laboratory testing data from testing conducted in accordance with the Canadian ETV protocol Procedure for Laboratory Testing of Oil-Grit Separators, as follows:

3.2.1 Sediment removal efficiency for a given surface loading rate and its associated flow rate shall be based on sediment removal efficiency demonstrated at the seven (7) tested surface loading rates specified in the protocol, ranging 40 L/min/m^2 to 1400 L/min/m^2, and as stated in the ISO 14034 ETV Verification Statement for the OGS device.

3.2.2 Sediment removal efficiency for surface loading rates between 40 L/min/m^2 and 1400 L/min/m^2 shall be based on linear interpolation of data between consecutive tested surface loading rates.

3.2.3 Sediment removal efficiency for surface loading rates less than the lowest tested surface loading rate of 40 L/min/m^2 shall be assumed to be identical to the sediment removal efficiency at 40 L/min/m^2. No extrapolation shall be allowed that results in a sediment removal efficiency that is greater than that demonstrated at 40 L/min/m^2.

3.2.4 Sediment removal efficiency for surface loading rates greater than the highest tested surface loading rate of 1400 L/min/m^2 shall assume zero sediment removal for the portion of flow that exceeds 1400 L/min/m^2, and shall be calculated using a simple proportioning formula, with 1400 L/min/m^2 in the numerator and the higher surface loading rate in the denominator, and multiplying the resulting fraction times the sediment removal efficiency at 1400 L/min/m^2.

The OGS device shall also have sufficient annual sediment storage capacity as specified and calculated in Section 2.1.

3.3 CANADIAN ETV or ISO 14034 ETV VERIFICATION OF SCOUR TESTING

The OGS device shall have Canadian ETV or ISO 14034 ETV Verification of third-party scour testing conducted in accordance with the Canadian ETV Program's **Procedure for Laboratory Testing of Oil-Grit Separators.**

3.3.1 To be acceptable for on-line installation, the OGS device must demonstrate an average scour test effluent concentration less than 10 mg/L at each surface loading rate tested, up to and including 2600 L/min/m^2.

APPENDIX D

Sanitary Sewer Shade

TULLOCH

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

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

April 29, 2024
220693

The Corporation of the City of Sault Ste. Marie
Engineering Department
Level V – Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

Attention: **Ms. Maggie McAuley, P.Eng.**

RE: **Korah Road Development – ARK Developments**
Sanitary Capacity Review

Dear Ms:

Further to the Preliminary Site Servicing Report submitted by our office dated February 2024 please find enclosed a revised sanitary sewer design sheet and drainage area plan. It should be noted that an error was found in the original submission that all of the contributing areas were not included on the design sheet and therefore the corresponding peak flow rates were calculated lower than they actually are.

The revised design sheet indicates the existing sanitary sewer is still under utilized and is able to accommodate the proposed development. The revised drainage area plan indicates all of the contributing areas that were included in the analysis.

We trust you will find the above adequate. Should you require additional information, please contact the undersigned.

Sincerely,
TULLOCH Engineering Inc.

Josh Lelievre, P.Eng.
Project Manager

Encl. 2



No.	DATE	BY	ISSUES / REVISIONS
0	2024-02-27	KTN	ISSUED FOR SERVICING REPORT

TULLOCH

DRAWING:

SANITARY SUB-DRAINAGE AREA

PROJECT:

551 KORAH ROAD
CONDOMINIUM DEVELOPMENT

DRAWN BY:	CHECKED BY:	PROJECT No. :	
KTN	JVM	220693	
DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
NN	JVM	FIG 3	0
SCALE:	DATE:		
1:5000	FEB. 27, 2024		

P:\2022\220693 Ficmar Builders - Korah Road - SSM\Dwgs\FIGS FOR APPLICATION\220693 Fig3 San Drainage.dwg

APPENDIX E

Sanitary Sewer Analysis

D

SANITARY SEWER ANALYSIS
220693-Korah Rd Development

Design: NN
Checked: JL
Date: April 29, 2024

Design Parameters:

Residential Flow Rate =	450	L/cap/day (MOE)
Industrial Flow Rate =	35,000	L/ha/day (MOE)
Commercial Flow Rate =	28,000	L/ha/day (MOE)
Institutional Flow Rate =	140	L/student/day (MOE)
Peak Extrenuous Flow (i) =	0.28	L/ha/sec (MOE)
Industrial/Commercial Peaking Factor =	2	(MOE)
Population =	3.2	persons per home (MEA)
Population =	1.8	persons per appartment (MEA)

$Q_d = Q_r + Q_{ind} + Q_c + Q_{inst} + Q_i$
Q_d = Peak Design Flow
Q_r = Peak Residential Flow
Q_{ind} = Peak Industrial Flow
Q_c = Peak Commercial Flow
Q_{inst} = Peak Institutional Flow
Q_i = Peak Extraneous Flow

Design Calculations:

M = 1+ 14/(4+P^0.5)
M = Harmon Peaking Factor
P = Population in thousands

Sewer Capacity

$Q = 1/n * A * R^{2/3} * S^{1/2}$
Q = Sewer Capacity
n = Manning Roughness Coefficient
R = Hydraulic Radius

LOCATION				THEORETICAL FLOWS																					Pipe Analysis								
	Location			Residential Flows						Industrial Flows				Commercial Flows				Institutional Flows									Sewer Characteristics							
Area ID's	Road Name	From MH	To MH	Indiv. Pop.	Area (ha)	Cum. Pop.	Cum. Area (ha)	Peaking Factor - M	Peak Flow (L/s)	Area (ha)	Peaking Factor	Cum. Area (ha)	Peak Flow (L/s)	Area (ha)	Peaking Factor	Cum. Area (ha)	Peak Flow (L/s)	Indiv. Pop.	Area (ha)	Cum. Pop.	Peaking Factor	Cum. Area (ha)	Peak Flow (L/s)	Cum. Drainage Area (ha)	Cum. Ex. Flow (L/s)	Peak Design Flow (L/s)	Pipe Size (mm)	Pipe Material	Pipe Slope (%)	Pipe Length (m)	Sewer Capacity (L/s)	Full Flow Velocity (m/s)	Actual Velocity (%)	Time of Flow (min)	Pipe Utilization (%)
1	Second Line	6473	7876	0	0	0	0.00	4.50	0.000	0	2.0	0.00	0	1.11	2.0	1.11	0.719	0	0	0	2	0.00	0	1.11	0.311	1.030	250		0.26	49.07	30.323	0.618	0.383	2.14	**3.4**
2	Second Line	7876	7733	109	1.89	109	1.89	4.23	2.399	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	3.00	0.84	3.958	250		0.21	90.53	27.251	0.555	0.422	3.58	**14.5**
3	Second Line	7733	6840	22	0.33	131	2.22	4.21	2.876	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	3.33	0.932	4.527	250		3.87	83.21	116.971	2.383	1.477	0.94	**3.9**
4	Second Line	6840	6569	264	7.52	395	9.74	4.02	8.284	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	10.85	3.038	12.041	525		0.14	88.39	160.915	0.743	0.461	3.2	**7.5**
5	Second Line	7812	6569	297	6.71	297	6.71	4.08	6.312	0	2.0	0.00	0	0	2.0	0.00	0	0	0	0	2	0.00	0	6.71	1.879	8.191	375		0.32	79.55	99.182	0.898	0.557	2.38	**8.3**
6	Turner Ave	6569	7501	20	0.54	712	16.99	3.89	14.430	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	18.10	5.068	20.217	525		0.20	99.97	192.33	0.888	0.675	2.47	**10.5**
7	Turner Ave	7501	7020	72	2.36	784	19.35	3.87	15.789	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	20.46	5.729	22.237	525		0.20	90.22	192.33	0.888	0.675	2.23	**11.6**
8	Turner Ave	7020	6731	192	6.8	976	26.15	3.81	19.355	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	27.26	7.633	27.707	525		0.20	87.48	192.33	0.888	0.675	2.16	**14.4**
9	Turner Ave	6731	7337	65	1.47	1041	27.62	3.79	20.545	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	28.73	8.044	29.308	525		0.20	88.39	192.33	0.888	0.675	2.18	**15.2**
10	Turner Ave	7337	6610	52	1.52	1093	29.14	3.77	21.492	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	30.25	8.47	30.681	525		0.20	97.23	192.33	0.888	0.675	2.4	**16**
11	Turner Ave	6610	6315	39	0.84	1132	29.98	3.76	22.199	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	31.09	8.705	31.623	525		0.20	97.54	192.33	0.888	0.675	2.41	**16.4**
12	Turner Ave	6315	6789	35	0.67	1167	30.65	3.76	22.832	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	31.76	8.893	32.444	525		0.20	95.40	192.33	0.888	0.675	2.36	**16.9**
13	Turner Ave	6789	7729	467	14.29	1634	44.94	3.65	31.087	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	46.05	12.894	44.700	525		0.26	84.43	219.29	1.013	0.77	1.83	**20.4**
14	Turner Ave	7729	6928	26	0.6	1660	45.54	3.65	31.537	0	2.0	0.00	0	0	2.0	1.11	0.719	0	0	0	2	0.00	0	46.65	13.062	45.318	525		0.16	85.34	172.025	0.795	0.684	2.08	**26.3**

Nicholas Cicchini

From: Diane Morrell
Sent: April 19, 2024 3:54 PM
To: Stephanie Perri
Subject: RE: Request for Comment - A-7-24-Z.OP 267 Cathcart Street and 57T-24-501 551 Korah Road and 0 Prentice Ave

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Steph,
Only comment is for the Korah Road development (no requirement for accessible features as per OBC):
These units are highly attractive to seniors, and strongly suggest including as man accessible features (i.e. zero step entrance and exits, zero step showers) as possible to increase the likelihood of aging in place.
Thanks,
Diane

From: Stephanie Perri <s.perri@cityssm.on.ca>
Sent: Tuesday, April 16, 2024 4:37 PM
To: Dan Perri <d.perri@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; MSONorth@ontario.ca; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>; eng-dept@ssmpuc.com; SSMRCA <nature@ssmrca.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>
Subject: Request for Comment - A-7-24-Z.OP 267 Cathcart Street and 57T-24-501 551 Korah Road and 0 Prentice Ave

Good afternoon,
Please see the attached applications for your review/comment.
Your comments would be appreciate no later than **April 26, 2024**.

57T-24-501 551 Korah Road – Larger drawings available in the Planning Division or upon request.

Please advise if you require anything further.
Thank you for your assistance.
Stephanie

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services
s.perri@cityssm.on.ca
705-574-1022

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Nicholas Cicchini

From: PrimeCities <WSP.PrimeCities@wspdigitalfactory.com>
Sent: April 18, 2024 6:58 PM
To: Stephanie Perri
Subject: Draft Plan of Condominium (57T-24-501), 551 Korah Rd. & 0 Prentice Ave., Sault Ste. Marie

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Do not open attachments or click links unless you verify the sender and know the content is safe.

Bell

4/18/2024
Stephanie Perri

Sault Ste. Marie
Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ontario, P6A 5N1

Attention: Stephanie Perri

Re: Draft Plan of Condominium (57T-24-501), 551 Korah Rd. & 0 Prentice Ave., Sault Ste. Marie;
Your File No. 57T-24-501
Our File No. DTS: 38874 / Circ: 41444

Dear Sir/Madam,

We have reviewed the circulation regarding the above noted application. The following paragraphs are to be included as a condition of approval:

Bell Canada Condition(s) of Approval

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

2) The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Upon receipt of this comment letter, the Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to planninganddevelopment@bell.ca to confirm the provision of communication/telecommunication infrastructure needed to service the development.

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

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

Concluding Remarks:

To ensure that we are able to continue to actively participate in the planning process and provide detailed provisioning comments, we note that we would be pleased to receive circulations on all applications received by the Municipality and/or recirculations.

If you believe that these comments have been sent to you in error or have questions regarding Bell's protocols for responding to municipal circulations and enquiries, please contact planninganddevelopment@bell.ca directly.

We note that WSP operates Bell Canada's development tracking system, which includes the intake and processing of municipal circulations. **However, all responses to circulations and requests for information, such as requests for clearance, will come directly from Bell Canada, and not from WSP.** WSP is not responsible for Bell's responses and for any of the content herein.

Should you have any questions, please contact the undersigned.

Yours Truly,

Bell

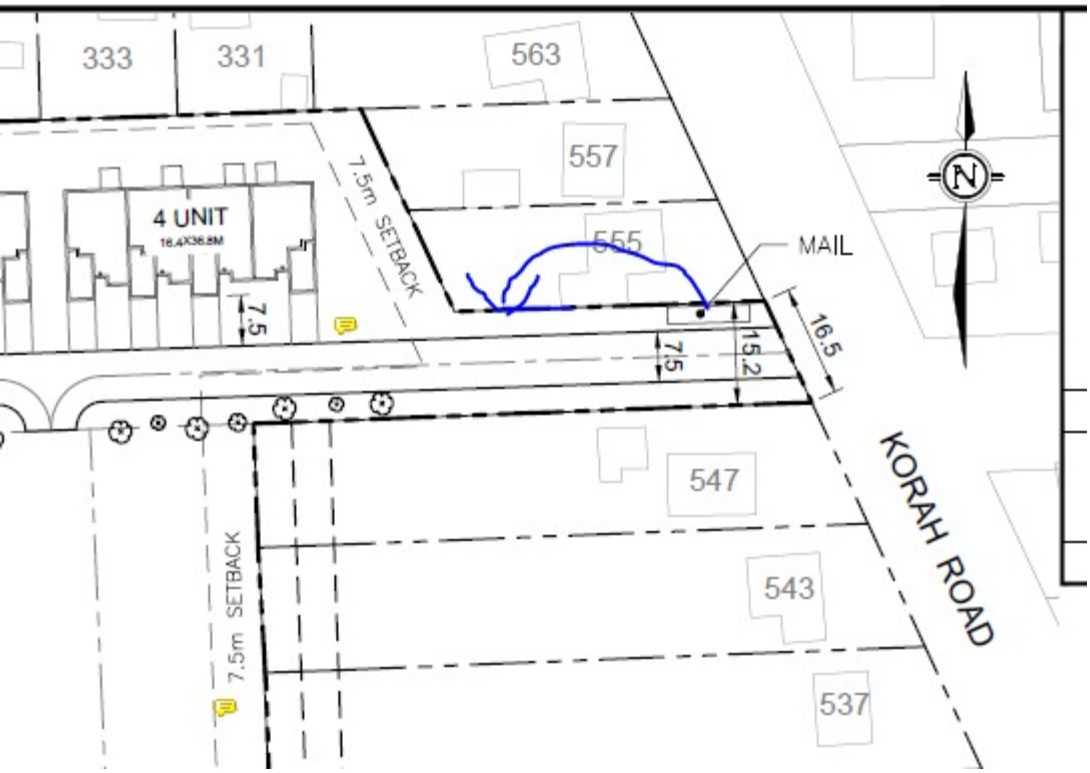
Juan Corvalan
Senior Manager - Municipal Liaison
Email: planninganddevelopment@bell.ca.

From: THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>
Sent: Wednesday, April 17, 2024 8:29 AM
To: Stephanie Perri <s.perri@cityssm.on.ca>
Subject: RE: Request for Comment - A-7-24-Z.OP 267 Cathcart Street and 57T-24-501 551 Korah Road and 0 Prentice Ave

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

Good morning Stephanie,
So for 267 Cathcart Street, we already have 2 addresses in our database; units 1 and 2. If the plan is to create more addressing, I will need the quantity of addresses so that I can comment properly. (it is unclear to me at the moment)
For 551 Korah Road, I previously commented on this file (letter attached here) but I see that on the plan they put the mail box near the front of 555 Korah, and I would prefer it be at the back of that property so as to not have customers stopping in and be visible from the owner of 555. (at least beside the garage or even further if possible. 2 Images below.

Let me know if you require a formal commenting letter for either and I will provide.


333
331
563
557
555
4 UNIT
16.4X36.6M
7.5m SETBACK
MAIL
7.5
15.2
16.5
547
543
537
KORAH ROAD
7.5m SETBACK
N



Ray Theriault
Delivery Services Officer
613-793-2293
Raynald.theriault@canadapost.ca

From: Stephanie Perri <s.perri@cityssm.on.ca>
Sent: Tuesday, April 16, 2024 4:37 PM
To: Dan Perri <d.perri@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; MSONorth@ontario.ca; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>; eng-dept@ssmpuc.com; SSMRCA <nature@ssmrca.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>
Cc: Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>
Subject: Request for Comment - A-7-24-Z.OP 267 Cathcart Street and 57T-24-501 551 Korah Road and 0 Prentice Ave

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Report Suspicious

Good afternoon,
Please see the attached applications for your review/comment.
Your comments would be appreciate no later than **April 26, 2024**.

57T-24-501 551 Korah Road – Larger drawings available in the Planning Division or upon request.

Please advise if you require anything further.
Thank you for your assistance.
Stephanie

Stephanie Perri
Administrative Clerk
Planning and Enterprise Services
s.perri@cityssm.on.ca
705-574-1022

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

April 29, 2024

Peter Tonazzo
Director of Planning
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.perri@cityssm.on.ca

Dear Peter:

Re: 551 Korah Rd and 0 Prentice Ave – Application No. #57T-24-501

With regards to the above referenced rezoning application, please refer to the below comments:

- PUC Distribution Inc. has the following comments:
    - No electrical service information and requirements on the proposed development were detailed in the documents provided. The developer must provide proposed electrical servicing details. The Developer is encouraged to contact PUC Engineering early in the process, to allow for detailed review and coordination.
    - Given that this will be a private development, PUC Distribution will not own the electrical infrastructure and materials except for the transformers within the development.
    - Three phase electrical power is available at the road to supply the proposed development. Depending on the requirements of the development, single phase or three phase power can be provided.
    - An application for electrical servicing is required to be submitted for PUC review which shall include the design for electrical site servicing. The primary electrical service is required to be looped and concrete encased.
- The Public Utilities Commission of the City of Sault Ste. Marie has the following comments:
    - Limited water service information and requirements on the proposed development were detailed in the documents provided. The developer must provide proposed water

Engineering Department
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, ON P6A 6P2

705-759-6576
ssmpuc.com
eng-dept@ssmpuc.com

servicing details. The Developer is encouraged to contact PUC Engineering early in the process, to allow for detailed review and coordination.

- Given that this will be a private development, the Public Utilities Commission of the City of Sault Ste. Marie will not own watermains within the development. The applicant's engineer shall provide a letter or report identifying the water supply requirements under O. Reg 170 and other applicable legislation for the development.

- An Application for General Water Service is required to be submitted for PUC review which shall include a hydrant flow test to confirm that available flow from the distribution system is adequate for fire protection for the proposed development.

We would also like to take the opportunity to request that the developer reach out to us early in the planning stages with respect to electrical and water servicing for the development.

Yours truly,
PUC Services Inc.



Mitchell Paradis, P.Eng.
Manager, Electrical Engineering

MP*km

Engineering Department
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, ON P6A 6P2

705-759-6576
ssmpuc.com
eng-dept@ssmpuc.com

ECRA/ESA Lic. # 7001626

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2024 04 29

MEMO TO: Peter Tonazzo, RPP
Planning Director

RE: 57T-24-501
551 Korah Road and 0 Prentice Avenue
1000285353 Ontario Inc.

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

- Preliminary Servicing report indicates that there is sufficient downstream capacity in the sanitary system.
- Driveway entrance shall be as per Streets By-law
- A sediment control plan and storm water management plan must be submitted to the satisfaction of the Director of Engineering or their designate.
- Adequate facilities to accommodate the existing surface drainage from adjacent properties and the new development shall be incorporated by installing swales or storm system that connects to the municipal storm system, as approved by the Director of Engineer or their designate.
- Plans and specifications showing grading and servicing should be reviewed and approved by the Director of Engineering or their designate.
- The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish, at no cost to the City, certified copies of the results thereof for examination by the Director of Engineering or their designate.
- No work shall be commenced without the approval of the Director of Engineering or their designate. Any work which requires approvals from the City and the Ministry of the Environment, Conservation and Parks shall not commence until such approvals and agreements are endorsed.
- The Developer is required to enter into a Development Agreement with the City and will be required to provide a financial guarantee to the satisfaction of The City Solicitor and the Treasurer. As a vacant land condo, the City will require a financial guarantee amounting to 100 % for the common elements.

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

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works

Nicholas Cicchini

From: Mike Salvini
Sent: April 26, 2024 10:11 AM
To: Stephanie Perri
Cc: Francois Couture
Subject: 57T-24-501 551 Korah Road and 0 Prentice Ave - Building Division Comments
Attachments: Meeting Notes Nov. 1, 2023.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Stephanie,

Building Division have no additional comments than those provided at the meeting (see attached).

Regards,

Michael Salvini - AScT, IBCO
Senior Plans Examiner & By-Law Enforcement Officer
Building Division
T 705.759.5413 m.salvini@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Application 57T-24-501: Aerial Image

Property Information

Civic Address: 551 Korah Rd & 0 Prentice Ave
Roll No.: 060011076000000 & 060011094000000
Map No.: 80/1-90
Date Created: April 16, 2024

SAULT STE.MARIE

Planning and Enterprise Services

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

Subject Properties: 551 Korah Road & 0 Prentice Avenue

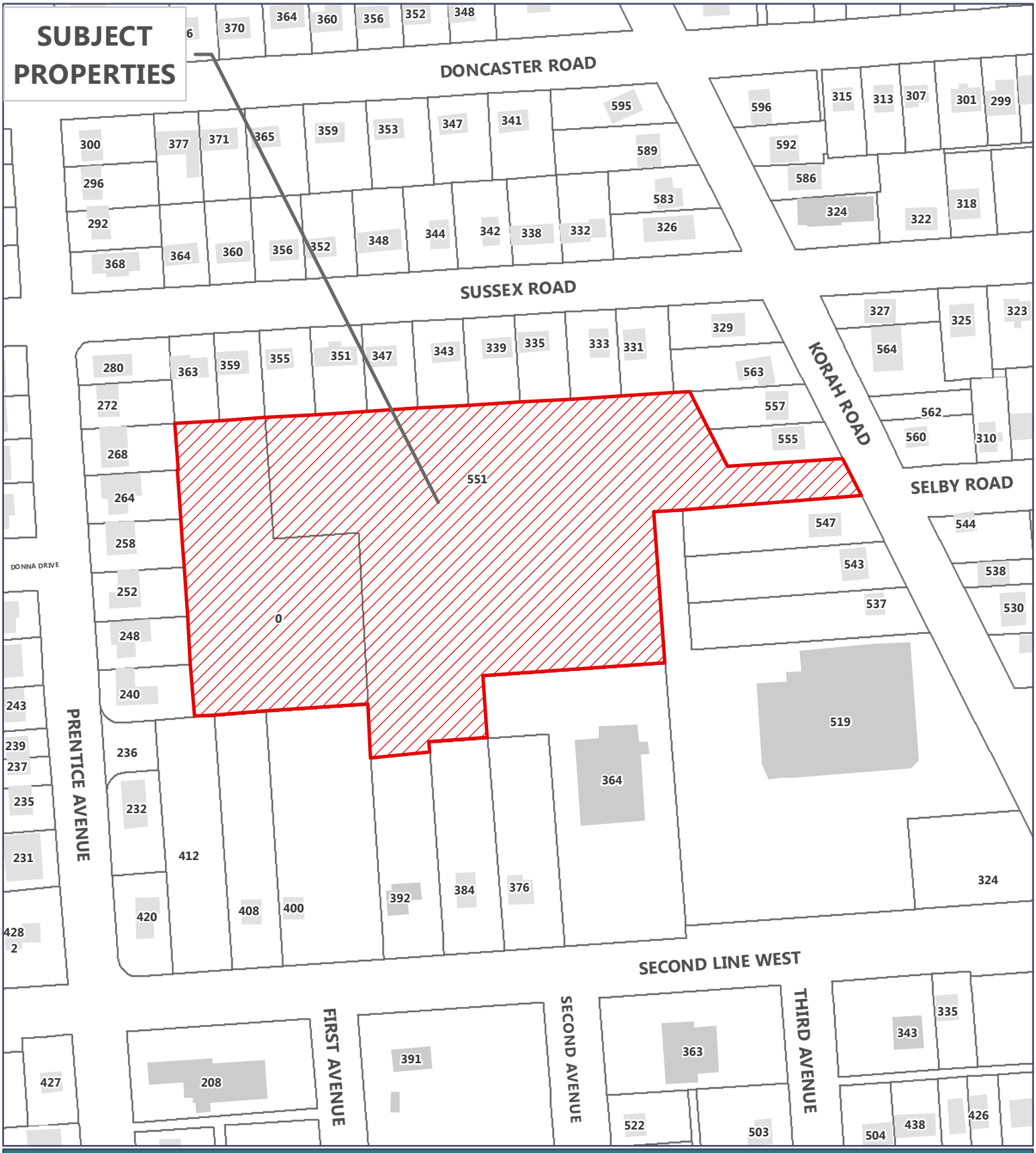
Parcel Fabric

0 20 40 m

1:2,000

This map is for general reference only
Orthophoto: 2022

N



Application 57T-24-501: Subject Property

Property Information

Civic Address: 551 Korah Rd & 0 Prentice Ave
Roll No.: 060011076000000 & 060011094000000
Map No.: 80/1-90
Date Created: April 16, 2024

Subject Properties: 551 Korah Road & 0 Prentice Avenue
Parcel Fabric

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

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This map is for general reference only.
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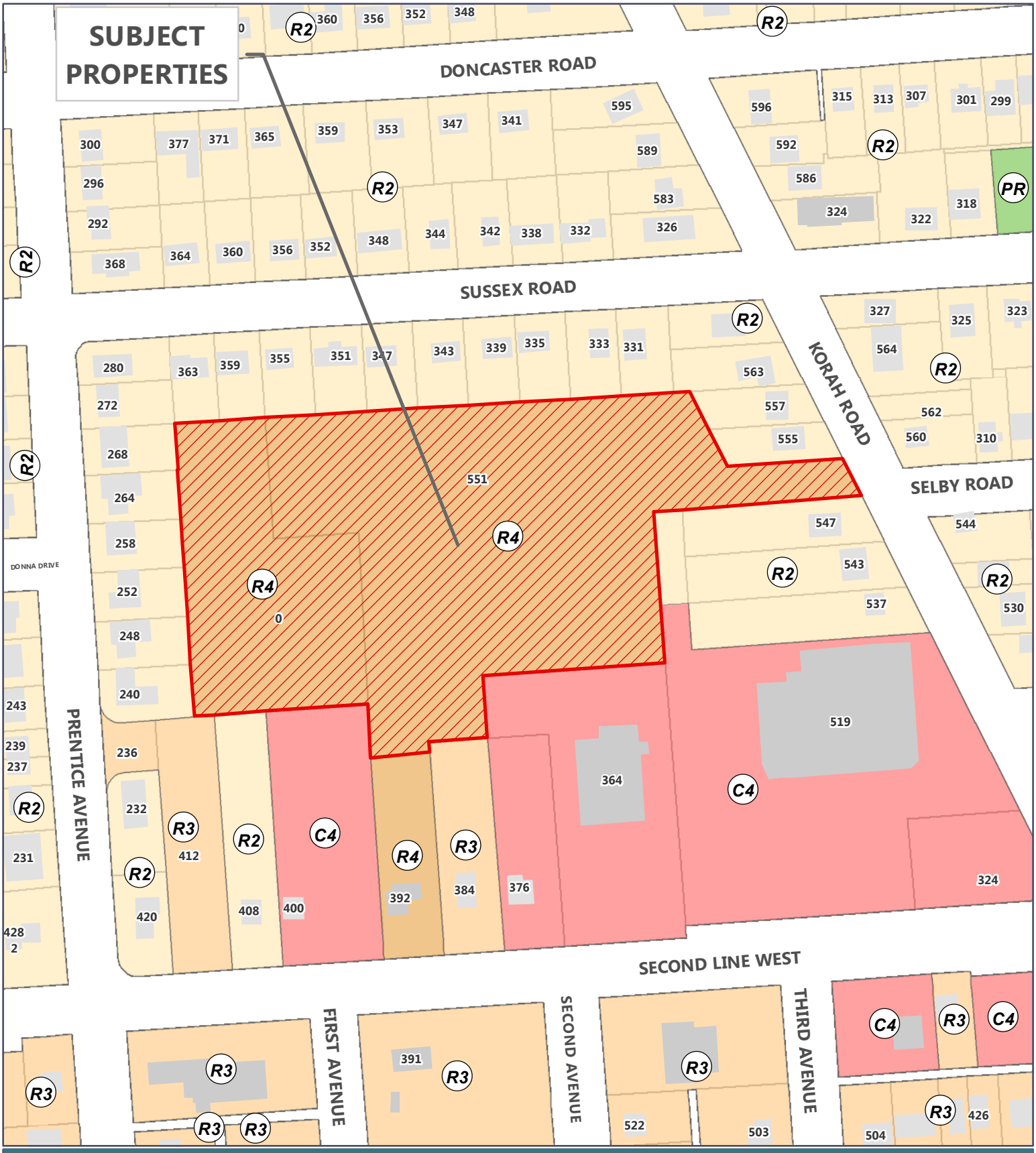


Application 57T-24-501: Existing Zoning

Property Information

Civic Address: 551 Korah Rd & 0 Prentice Ave
Roll No.: 060011076000000 & 060011094000000
Map No.: 80/1-90
Date Created: April 16, 2024

SAULT STE.MARIE

Planning and Enterprise Services

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

- Subject Properties: 551 Korah Road & 0 Prentice Avenue
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Established Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock
- Parcel Fabric

0 20 40 m
1:2,000
This map is for general reference only.

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

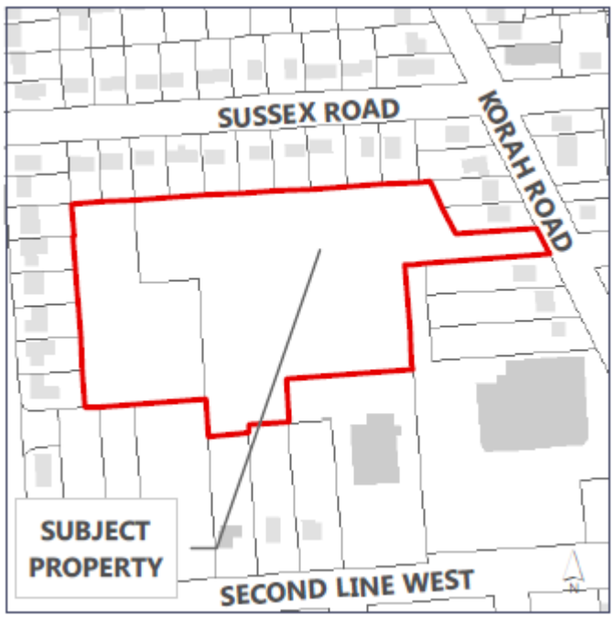
551 Korah Road & 0 Prentice Avenue

Application No.: 57T-24-501
Applicant: Steve Ficociello (c/o Mark Lepore)

Date: May 13, 2024
Time: 5:00 PM

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

PURPOSE
The Applicant Steve Ficociello (c/o Mark Lepore) is seeking Council's Approval to create a 10 Unit (lot), 30 dwelling units Vacant Land Condominium.



PROPOSED CHANGE
The applicant is seeking Draft Plan of Condominium approval to create a vacant land condominium consisting of 10 Units and a total of 30 multiple attached dwelling units. The current Medium Density Residential (R4) Zone upon the subject property permits townhouse units.

HAVE YOUR SAY
Input on the proposed Draft Plan of Vacant Land Condominium is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, May 13, 2024 at 5:00 PM to consider a proposed Draft Plan of Vacant Condominium (under section 51 of the Planning Act, R.S.O 1990, c. P13, 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, May 9, 2024 and in person on Friday, May 10, 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 Nicholas Cicchini, Planning Division, at 705.759.5375 or n.cicchini@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 Nicholas Cicchini, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, May 13, 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

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

PART 1 OF 1
SHEET 1 OF 1

ALGOMA VACANT LAND CONDOMINIUM PLAN No.

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

APPROVED UNDER THE PLANNING ACT ON THE _____ DAY OF _____ , 20 .

_____
PETER TONAZZO, MCIP, RPP
PLANNING DIRECTOR

LEVEL 1
UNITS 1 TO 11 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ALGOMA No. 1 AT _____O'CLOCK ON THE _____ DAY OF _____, 20

_____
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1998, THE SURVEY'S ACT, THE SURVEYOR'S ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE DAY OF , 20

April 12, 2024
SAULT STE. MARIE, ONTARIO

_____
D. S. URSO
ONTARIO LAND SURVEYOR
for: MONUMENT URSO SURVEYING LTD.
ONTARIO LAND SURVEYORS

DECLARATION REGISTERED AS No. _____

THIS PLAN COMPRISES ALL OF PINS 31594-0106, 31594-0089

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N86°27'30"E AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

LEGEND

■	DENOTES	FOUND MONUMENT
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R–1182
P1	DENOTES	DEPOSITED PLAN 1R–7871
P2	DENOTES	DEPOSITED PLAN 1R–10302
P3	DENOTES	DEPOSITED PLAN 1R–12096
P4	DENOTES	DEPOSITED PLAN 1R–2704
P5	DENOTES	REGISTRAR'S COMPILED PLAN H–625
P6	DENOTES	DEPOSITED PLAN 1R–8635
P7	DENOTES	PLAN BY D.S. URSO, O.L.S., FILE U–11135
REG	DENOTES	REGISTERED
PR	DENOTES	PROPORTION
S	DENOTES	SET
WT	DENOTES	WITNESS
OU	DENOTES	ORIGIN UNKNOWN
DSU	DENOTES	D.S. URSO SURVEYING LTD.
FEW	DENOTES	F.E. WALL, O.L.S.
TGI	DENOTES	TULLUCH GEOMATICS INC.
JBC	DENOTES	CHAMBERS, MILLER AND WALL, O.L.S.
WEB	DENOTES	W.E. BOLAN, O.L.S.
SLM	DENOTES	S.L. MacDOUGALL, O.L.S.
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER

PLAN OF SURVEY OF
PART OF LOTS 13, 16, 23, 31, 32, 33 AND 34 REGISTRAR'S COMPILED PLAN H–625
TOWNSHIP OF KORAH
NOW IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA
SCALE: 1 : 500

10 0 15 25
METRES

Monument Urso Surveying Ltd.

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 3.048.

INDEX OF PARTS

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

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

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

CERTIFICATE OF DECLARANT

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

DECLARANT: 1000285353 ONTARIO INC.
REGISTERED OWNER OF PINS 31594–0106, 31594–0089

DATED AT SAULT STE. MARIE
THIS ____ DAY OF _____

_____
STEVE FICOCIELLO
1000285353 ONTARIO INC.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

Monument Urso Surveying Ltd.
Ontario Land Surveyors ♦ Canada Land Surveyors
Planning Consultants
536 'C' FOURTH LINE EAST
SAULT STE. MARIE ONT, P6A 6J8
TEL: (705) 254–7851
FAX: (705) 254–5571

CLIENT:	DRAWN BY:	KF	FILE:
1000285353 ONTARIO INC.	CHECKED BY:	DSU	U–12176–CO
	FIELD:		

NOTE

DECKS ARE 2.90m x 2.97m (NOMINAL)

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N86°27'30"E UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5157329.263	701620.722
ORP B	5157342.479	701834.225
ORP C	5157216.326	701661.025

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

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.000266.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 1°29'30" COUNTER CLOCKWISE WAS APPLIED TO PLANS 'P' THROUGH 'P2' AND 'P4' THROUGH 'P7' TO CONVERT TO GRID BEARINGS.

The Corporation of the
City of Sault Ste. Marie

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

May 13, 2024

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	26 Queen Street East (PHG Renos c/o Mehdi Arfaei)

PURPOSE

The applicant, PHG Renos (c/o Mehdi Arfaei), has submitted an application for a site-specific amendment to the Zoning By-law, seeking approval to permit a rooming house to occupy both the ground floor and upper storey of the existing building.

PROPOSED CHANGE

Rezone 26 Queen Street East from Central Commercial Zone (C2) to Central Commercial Zone (C2.S) with a Special Exception (C2.S) to permit, in addition to the uses presently permitted in a C2 zone, a rooming house, subject to the following special provision:

- Allow residential dwellings and rooming units to be located on the ground floor of the existing building, but not directly fronting onto Queen Street East.

Subject Property:

- Location: On the north side of Queen Street East, approximately 67 metres (220') east of the intersection of Queen and Gore Street
- Approximate Size: 8 metres of frontage along Queen Street East, with a depth of 61 metres, and an area of 0.05 hectares
- Present Use: Vacant
- Owner: Priority Home Group Inc. (c/o Mehdi Arfaei).

BACKGROUND

A rezoning application was approved in 1980 to permit a beauty salon, as well as two apartment units on the subject property.

ANALYSIS

Conformity with Official Plan

The subject property is designated as Commercial within Land Use Schedule C of the Official Plan.

Commercially designated lands are intended to support a range of commercial activities such as retail, office, health and social services, entertainment, food, etc.

Policy changes made by Council on March 28, 2024 (Gentle Density and Regulatory Flexibility Application) provide increased flexibility for residential uses in commercial zones.

Commercial Policy C.1 (March 2024 amendment): The conversion of existing vacant commercial space to residential uses is permitted without an amendment to this Plan, subject to the following:

- *Where existing buildings are proposed to be converted, ground floor residential uses are generally discouraged unless it can be demonstrated that ground floor dwelling units are designed to provide a residential aesthetic that is sympathetic to the surrounding commercial streetscape, with special regard for providing appropriate privacy for occupants. E.g. The removal of large storefront windows.*

- *Where new buildings are proposed, ground floor residential uses are permitted, however the ground floor façade shall be designed to respond to the overall character of the area, by balancing a residential aesthetic with the surrounding commercial streetscape.*

The intent of Policy C.1 is to permit residential development within commercial corridors, such as downtown Queen Street, but to ensure that it does not negatively impact tenant privacy nor detract from establishing a vibrant and active streetscape along such corridors.

This policy recognizes the difficulties that downtowns have faced in terms of competition from new commercial space, big-box stores, online-retailing, and remote work.

Policy C.4 is a Downtown specific policy that states:

The Downtown area should be maintained as the primary administrative, business and cultural centre of the community. Parks and other public facilities shall be permitted. Mixed use and high density residential development shall be permitted. Construction of major office buildings outside of the Downtown area shall be discouraged and new office buildings shall be encouraged to locate in the Downtown core.

The draft Official Plan, which still requires Provincial approval and final endorsement by City Council, recognizes the Downtown as a strategic growth area that can appropriately accommodate a sizeable portion of the City’s forecasted

residential growth, in addition to other uses that can complete a vibrant and mixed-use neighbourhood, such as entertainment, culture and retail venues. Flexibility and adaptability of historic commercial areas is necessary for their overall viability.

The proposed development would not hinder achieving land use policy goals in either the existing or draft OP.

The proposed development, which consists of alternative residential development standards, falls within the spectrum of housing and meets the affordability needs of those who may not need or want a full apartment or house. The rooming house will consist of a shared kitchen, bathroom and living area, thereby reducing the overall cost for each tenant.

This proposal is further supported by the following housing policies:

Housing Policies

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

- *HO.2 – Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged…*

Conformity with Provincial Policy Statement 2020
The adaptive reuse of a vacant building to accommodate multiple units for affordable housing purposes that is located within an already municipally serviced area of the city and downtown is an example of a cost-effective land use pattern. The following policies therefore support this rezoning application.

Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 – Healthy, liveable and safe communities are sustained by:
- *A. promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*

- *B. accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*

Housing
1.4.3 - Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

- *B. permitting and facilitating:*
    - *1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and*
    - *2. all types of residential intensification, including additional residential units, and redevelopment in accordance with policy 1.1.3.3;*
- *C. directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;*
- *D. promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;*
- *F. establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.*

Conformity with Growth Plan for Northern Ontario 2011
The proposed development provides alternative living standards that are associated with affordable housing. The development represents a form of adaptive reuse of an existing property that is well served by municipal infrastructure, inclusive of public transit. The following GPNO policies are therefore supported:

4.2 Long Range Planning For All Communities

All municipalities should […] prepare long-term community strategies. These strategies should support the goals and objectives of this Plan, identify local opportunities to implement the policies of this Plan, and be designed to achieve the following:

- *A. economic, social and environmental sustainability.*
- *B. accommodation of the diverse needs of all residents, now and in the future.*
- *C. optimized use of existing infrastructure.*

4.4 Strategic Core Areas

- *Municipalities that contain strategic core areas are encouraged to plan for these areas to function as vibrant, walkable, mixed-use districts that can:*
    - *B. accommodate higher densities*

COMMENTS

The applicant plans to construct 13 bedrooms with 5 shared bathrooms across both floors. There will be one large common kitchen with laundry facilities on the second floor. Storage space will also be available. There will be a front and rear entrance, with 8 parking spaces located in the rear yard. Vehicular access is gained through a laneway located off of Albert Street East.

In the downtown area, the zoning by-law waives the requirement for additional parking for new development, provided that there is no expansion in gross-floor area. While this development takes advantage of this exemption, it is unlikely to experience significant parking demand, given that rooming house tenants tend to have low vehicle ownership rates.

Equitable Housing and Legal Considerations

Rooming Houses are defined in the Zoning By-law as "*Establishments primarily engaged in providing temporary or longer-term accommodation, which for the period of occupancy, may serve as a principal residence.*" Rooming houses are homes in which private rooms are rented as opposed to an entire house/apartment dwelling. They typically consist of private rooms with shared facilities such as kitchens, bathrooms and common areas.

There is a distinction between a rooming house and merely a group of friends/co-workers, etc. renting a home. Below are some examples of established criteria that has been used to distinguish a group-rented home from a rooming house:

- All of the tenants in the dwelling unit know each other in advance of signing their lease;
- No keyed locks on any bedroom doors;
- The tenants enter into a group lease and pay the rent as a group;
- The tenants are responsible for cleaning the entire home; and
- There have been no renovations to increase the number of bedrooms in the home.

Rooming houses are one of the most affordable living accommodations available, thus they not only play a critical role in the housing market but also represent the only housing option available to low-income individuals who are faced with precarious shelter situations or homelessness. They have also increasingly been used to meet short-term accommodation needs, such as the case with students and working professionals who may intend to locate in the city temporarily.

In discussions with the applicant, it was noted that there is a high demand for the rooming house, with a wait-list already in place for prospective tenants. Interest spans across various demographics, including students and health-care professionals.

By-laws and policies that regulate rooming houses require careful consideration to ensure that they are based on legitimate land use planning grounds and that they do not amount to “people zoning”. This term refers to the prohibition of certain uses based solely on the expected tenant demographics, rather than evaluating proposals against established planning criteria such as building specifications, density, infrastructure provision, traffic impact, etc.

As rooming houses often cater to individuals with lower incomes, attempts to restrict their development without a valid land use planning rationale could amount to “people zoning”, which could disproportionally impact vulnerable individuals from accessing housing. This could be in contravention of the Human Rights Code.

There are a number of examples across Ontario where municipalities have passed by-laws to restrict alternative housing developments by outright prohibition, minimum distance separations, caps, and quotas, only to have them turned down by both the Ontario Land Tribunal and the Human Rights Tribunal of Ontario. Such by-laws were found to have prevented equal housing opportunity and disproportionally impacted Class-protected individuals.

The proposed development, a higher-density residential property, is located on the western edge of the downtown area, is adjacent to a major road (Queen Street), is within walking distance to the Dennis Street public transit station, various social services, and commercial establishments, including Station Mall.

Nearby uses include a film production company, an auto repair shop, pet grooming services, second-hand goods store, cannabis dispensary, uniform cleaning services, coffee shop, and a number of under-utilized parking spaces. This area is also zoned to permit high density residential development in addition to other non-residential uses.

The proposed development is compatible with the area.

Commercial Function and Vibrancy of Queen Street

A large portion of the downtown area, including the properties that front Queen Street, are C2 zoned. The C2 zone only permits residential uses on upper stories, with the intent that the ground floor will be maintained for commercial purposes.

Planning staff acknowledge that converting ground floor commercial spaces to non-commercial uses can have an impact on the commercial function and vibrancy of the downtown area. Some of these impacts include the loss of economic activity

in the downtown, impact on local businesses, and change in downtown character; however, no negative impacts are anticipated from the approval of this application for the following reasons:

- The applicant has noted that attracting a commercial business has been difficult, resulting in the continued vacancy of the premises. A conversion would not detract from existing commercial demand.

- There is no prevailing trend of ground-floor commercial conversions to residential units. Every conversion request must proceed through the rezoning process and obtain Council approval. If there does become a concern, Planning staff will seek to implement an interim control by-law to freeze such development proposals to allow staff an opportunity to assess the situation. This type of development activity will be monitored by Planning staff.

- With the exception of the nearby restaurant establishments that contribute to the night-time economy and vibrancy of this area, much of the surrounding land uses include parking lots and offices that do not operate into the evening. A residential conversion will not negatively impact the character or vibrancy of the area. In fact, it may further activate the downtown during the evening or create demand for further commercial uses.

- The residential conversion will reduce vacant space, addressing associated concerns of building blight and neglect, safety issues as a result of empty buildings, reduced foot traffic and vibrancy. These positive contributions outweigh potential concerns.

While the draft Official Plan acknowledges the importance of office space, it recognizes that activating the Downtown beyond typical business hours is essential for a vibrant downtown. The proposed development strikes a balance between these needs, contributing to the area's improvement.

Residential Interface

A key consideration when permitting residential uses on the ground floor of commercial corridors is that the building design ensures that tenants are afforded a high degree of privacy from the street, and that the building interface does not aesthetically impact the character of the commercial corridor.

The ground floor of the building, originally designed for commercial use, will retain its large storefront windows. No dwelling units will directly abut Queen Street; instead, a vestibule or lobby will separate the units from the street, addressing privacy concerns. A site-specific special exception will enforce this arrangement.

The illuminated entranceway and lobby described by the applicant can enhance "social surveillance," making the Queen Street public space feel safer and more active, therefore benefiting the commercial streetscape.

CONSULTATION

Public notices were mailed to all neighbouring property owners within 120m (400') of the subject property on Friday, April 19, 2024. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on Tuesday, April 16 and Saturday, April 20 respectively.

At the time of writing this report, no comments from the public were received.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. No comments/objections were received.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained with the corporate strategic plan, or to any significant environmental impacts.

SUMMARY

The applicant, PHG Renos (c/o Mehdi Arfaei), has submitted an application for a site-specific amendment to the Zoning By-law, seeking the approval to permit a rooming house to occupy both the upper storey and ground floor of the existing building.

Rooming homes are an essential housing alternative and play a pivotal role in providing affordable accommodation. Evaluating these housing development proposals must be based on established land use planning principles without discriminating against potential tenant demographics.

The proposed property is a suitable location for higher-density residential development due to the character of the area and its access to nearby amenities and services.

Concerns about converting commercial space to non-commercial uses in downtown areas relate to potential impacts on economic activity, local businesses, and community character; however, planning staff do not anticipate these impacts with the approval of this application. Instead, the proposal will enhance this part of the downtown by re-purposing a vacant building.

The applicant plans to preserve the storefront windows and create a lobby entrance, contributing to a sense of "social surveillance" along Queen Street and improving the area's vibrancy and safety.

Planning staff support this proposal.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated May 13, 2024 concerning Application A-6-24-Z 26 Queen Street East be received and that Council approve this application in the following manner:

- Rezone 26 Queen Street East from Central Commercial Zone (C2) to Central Commercial Zone (C2.S) with a Special Exception to permit, in addition to the uses presently permitted in a C2 zone, a rooming house, subject to the following special provision:
- Allow residential dwellings and rooming units to be located on the ground floor of the existing building, but not directly fronting onto Queen Street East.

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

Respectfully submitted,

Jonathan Kircal
705-759-6227
j.kircal@cityssm.on.ca


302" (25.14')
Main entrance to Queen street
Bedroom
C.E.L.
Bedroom
812" (67.65')
Bedroom
1701 Ft²
Bedroom
812" (67.65')
Bedroom
Bedroom
Bedroom
C.E.L.
Storage
Storage
basement
Staircase to addition and second floor
302" (25.14')

Grid: 39"


314" (26.14')
80" (6.69')
124" (10.35')
166" (13.85')
Bedroom
Bedroom
C.E.L.
Bedroom
Bedroom
Bedroom
Bedroom
1495.4 Ft²
827" (68.88')
827" (68.88')
C.E.L.
C.E.L.
Storage
119.1 Ft²
C.E.L.
Staircase to the addition roof
110.6 Ft²
314" (26.14')

Grid: 39"



Application A-6-24-Z: Aerial Image

Property Information

Civic Address: 26 Queen Street East
Roll No.: 040021113000000
Map No.: 17/1-28
Date Created: April 4, 2024

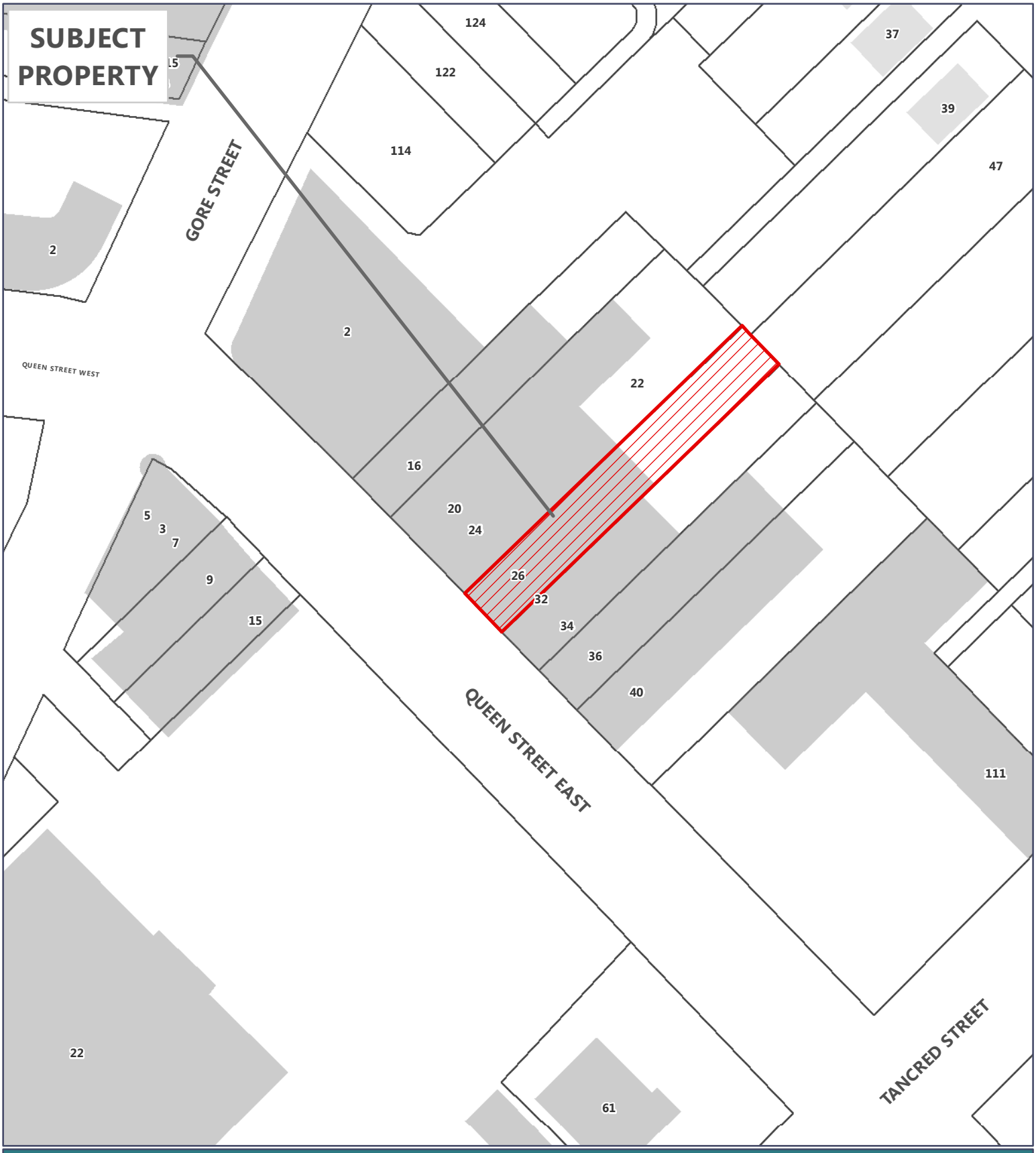
Subject Property: 26 Queen Street East
Parcel Fabric

0 8.5 17 m
1:800

This map is for general reference only
Orthophoto: 2022

N

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



Application A-6-24-Z: Subject Property

Property Information

Civic Address: 26 Queen Street East
Roll No.: 040021113000000
Map No.: 17/1-28
Date Created: April 4, 2024

Subject Property: 26 Queen Street East
Parcel Fabric

0 8.5 17 m 1:800
This map is for general reference only.

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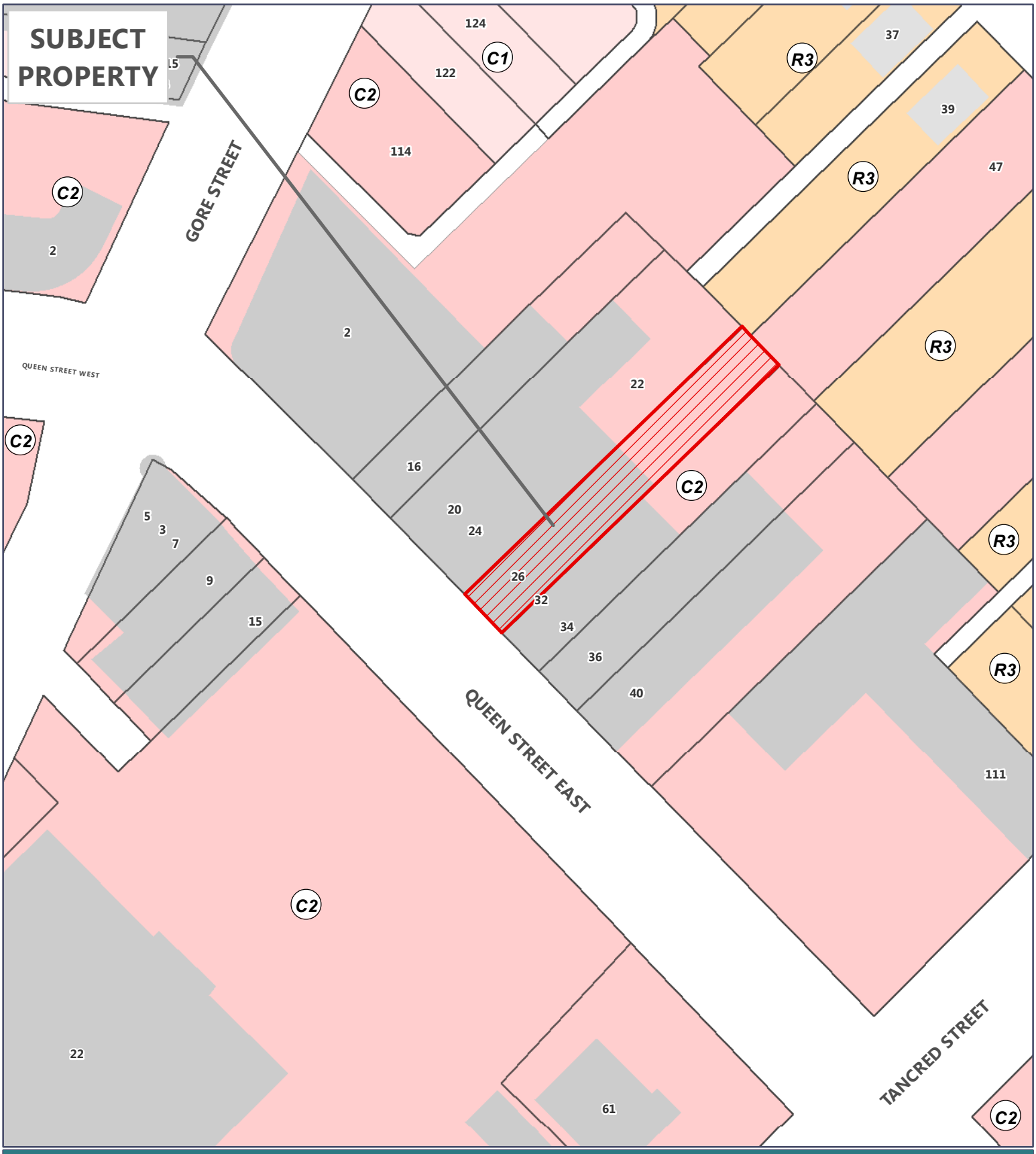


Application A-6-24-Z: Existing Zoning

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

- Subject Property: 26 Queen Street East
- Parcel Fabric
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AR - Airport Zone
- Named Use - Commercial Dock

Property Information

Civic Address: 26 Queen Street East
Roll No.: 040021113000000
Map No.: 17/1-28
Date Created: April 4, 2024

0 8.5 17 m
1:800
This map is for general reference only.

N

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

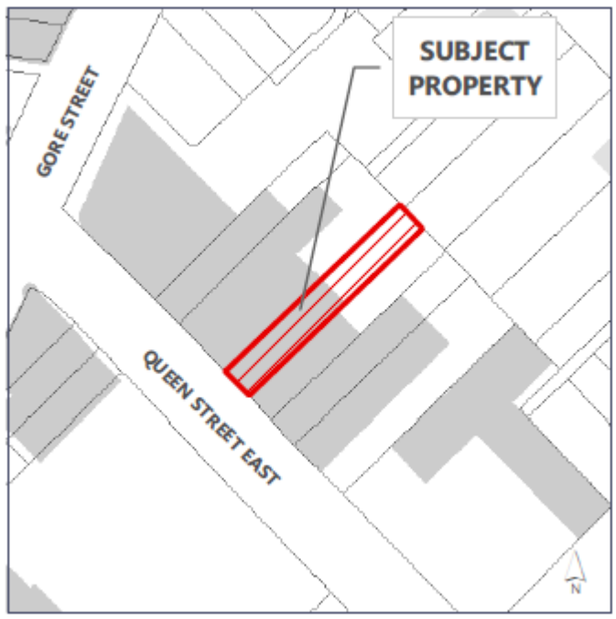
NOTICE OF APPLICATION & PUBLIC MEETING

26 Queen Street East

Application No.: A-6-24-Z
Applicant: PHG Renos (c/o Mehdi Arfaei)

Date: Monday, May 13, 2024
Time: 5:00 PM

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



PURPOSE
The applicant, PHG Renos (c/o Mehdi Arfaei), has submitted an application for a site-specific amendment to the Zoning By-law, seeking the approval to permit a rooming house and to permit residential dwellings (inclusive of rooming units) to occupy the ground floor of the existing building.

PROPOSED CHANGE
Rezone 26 Queen Street East from Central Commercial Zone (C2) to Central Commercial Zone with a Special Exception (C2.S) to permit, in addition to the uses presently permitted in a C2 zone, a rooming house, subject to the following special provision:

- Allow residential dwellings (inclusive of rooming units) to be located on the ground floor of the existing building, but not directly fronting onto Queen Street.

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

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, May 13, 2024 at 5:00 p.m. to consider an Zoning By-law Amendment (under section 34 of the Planning Act, R.S.O 1990, c. P13, 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, May 9, 2024** and in person on **Friday, May 10, 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, 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, May 13, 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
If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the 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.

Downtown Association
Business Improvement Area
496 Queen Street East
Sault Ste. Marie, ON P6A 1Z8
www.saultdowntown.com
705-942-2919 | info@saultdowntown.com

To:

Mayor and Council of the City of Sault. Ste. Marie

99 Foster Drive

Sault Ste. Marie, ON, P6A 5X6

As per the May 8, 2024, Downtown Association board of directors meeting, a motion was passed to nominate Tamar Tucker of Tamar's Trends to be recommended to City Council to be appointed as a member of the board of directors of the Downtown Association for the balance of the term.

Regards,



Nicholas Luck, Executive Director

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-67

REGULATIONS: (Firearms and Noise) A by-law to exempt the Ermatinger Clergue National Historic Site from By-law 2008-168, being a firearms by-law, to prohibit the discharge of firearms in the municipality and from By-law 80-200, being a by-law respecting noise in the City of Sault Ste. Marie.

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

1. **BY-LAW 2008-168 AMENDED**

   Despite the provisions of By-law 2008-168, the Ermatinger Clergue National Historic Site may be allowed to discharge a firearm from May 2023 to December 2023.

2. **BY-LAW 80-200 AMENDED**

   Despite the provisions of By-law 80-200 the noise associated with the Ermatinger Clergue National Historic Site from May 2024 to December 2024 is deemed not to be in violation of By-law 80-200.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of May, 2024.

_____

MAYOR – MATTHEW SHOEMAKER

_____

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-67 Ermatinger Clergue Noise and Firearms Exemption.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-71

REGULATIONS: A by-law to exempt the various locations of the 2024 Summer Events on May 17-19, 2024, and July 18-20, 2024, from the Noise Control By-law 80-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with 2024 Summer Events that will extend music and festivities past 11:00 p.m. to 12:30 a.m. for each of the following locations and dates is deemed not to be in violation of By-law 80-200:

- May 17, 2024 Clergue Park for FunFest outdoor movie
- May 18, 2024 Clergue Park for FunFest outdoor movie
- May 19, 2024 Clergue Park for FunFest outdoor movie
- July 18, 2024 Clergue Park/Civic Centre North Parking Lot for Rotaryfest
- July 19, 2024 Clergue Park/Civic Centre North Parking Lot for Rotaryfest
- July 20, 2024 Clergue Park/Civic Centre North Parking Lot for Rotaryfest

2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-71 Noise Exemption FunFest.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-74

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Public Utilities Commission of the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority to grant a utility easement and permission for immediate entry for the Wright Street to Connaught watermain.

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 May 13, 2024 between the City and PUC Services Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is to grant a utility easement and permission for immediate entry for the Wright Street to Connaught watermain.

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 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-74 PUC Easement Connaught Ave watermain.docx

Schedule "A"

AGREEMENT TO GRANT UTILITY EASEMENT AND PERMISSION FOR IMMEDIATE ENTRY

BETWEEN:

THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

("**PUC**")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

("**City SSM**")

-and-

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

("**SSMRCA**")

WHEREAS PUC wishes to construct a watermain to run from Wright Street to Connaught Avenue in the City of Sault Ste. Marie, Ontario (the "**Watermain**");

AND WHEREAS the Watermain shall cross property owned by City SSM in Property Identifier Numbers 31593-0006(LT), 31593-0033(LT), and 31593-0036(LT) (the "**City Property**") and certain of the City Property is subject to an easement in favour of SSMRCA in Instrument LT132579 (the "**SSMRCA Easement**") with respect to an existing flood control channel;

AND WHEREAS PUC has sought the permission from both City SSM and SSMRCA to construct the Watermain under a portion of the City Property and City SSM and SSMRCA have granted this permission subject to the terms contained in this Agreement;

NOW THEREFORE IN CONSIDERATION of the sum of $1.00 to be paid by PUC to each of City SSM and SSMRCA and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. City SSM hereby grants to PUC, its successors and assigns an easement over, under and upon that portion of the City Property as shown generally in the sketch attached hereto as Schedule "A" (the "**Easement Lands**") and the right to enter on the Easement Lands for the purposes of installing the Watermain and the right to maintain the installation in good condition and repair and for all such purposes the PUC and its employees, workers, contractors, subcontractors, engineers, and surveyors shall have access to the Easement Lands immediately following the

signing of this Agreement and from time to time thereafter. The PUC shall be responsible for obtaining the consent of any private property owners that own land impacted by this Easement and the work necessary to complete same.

2. City SSM covenants and agrees to execute an acknowledgment and direction to PUC's lawyer authorizing and directing such lawyer to sign, deliver and register electronically, on their behalf on the title to the Easement Lands, an easement in PUC's standard form of easement for a watermain of this nature, in the form as attached as Schedule "B".

3. All costs associated with the preparation of the reference plan of survey, easement document and the registration thereof shall be the responsibility of PUC.

4. PUC shall not build or cause to be built any building, structure, fence or other obstruction on the surface of the Easement Lands, other than the said Watermain, without the prior written consent of both City SSM and SSMRCA.

5. PUC shall defend, fully indemnify, protect and hold City SSM and SSMRCA and their respective successors or assigns harmless from and against all claims, liabilities, costs (including solicitor client costs on a substantial indemnity basis), demands, expenses, obligations, losses, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner (collectively "**Claims**") based upon, occasioned by or attributable to any injury or damage arising or resulting from any act or omission, negligence, willful misconduct, or breach of this Agreement by PUC, its agents, contractors, employees, invitees, licensees and permittees in developing, using or occupying the Easement Lands provided such Claims are not due to the sole negligence, willful misconduct, or breach by City SSM and/or SSMRCA, its agents, contractors, employees, invitees, licensees or permittees.

6. PUC acknowledges that there is City SSM infrastructure present in the Easement Lands, including a trunk sanitary sewer and a 600 mm diameter storm sewer. PUC undertakes and agrees to take all steps necessary to protect the City's existing infrastructure while completing the works set out in this Agreement and shall complete such work in a manner that is satisfactory to the City's Director of Engineering or his designate, and thereafter shall continue to take all steps necessary to protect the City's existing infrastructure while the Watermain is present or is being repaired or maintained on the City Property. To that end, PUC shall:

    (a) fully indemnify City SSM for any damages to City SSM's existing infrastructure, including but not limited to costs of repairing, replacing or reconstructing same as determined by the City's Director of Engineering in his sole discretion; and

    (b) fully defend, indemnify, protect and hold City SSM and their successors or assigns harmless from and against all claims, liabilities, costs (including

solicitor client costs on a substantial indemnity basis), demands, expenses, obligations, losses, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner (collectively "**Claims**"),

based upon, occasioned by or attributable to, directly or indirectly, any injury or damage to City SSM's existing infrastructure as a result the installation, presence, repair and ongoing maintenance of the PUC Watermain, the intent being that City SSM shall bear no risk or expense to which it would not have been put in had PUC not proceeded with any of the works contemplated in this Agreement. PUC acknowledges and agrees that its obligations and indemnities as set out herein and in Section 5 shall remain the responsibility of the PUC during the construction of the Watermain and continue thereafter once construction is complete given the ongoing presence of the Watermain and PUC's ongoing maintenance and repair obligations to same.

7. PUC further acknowledges that City SSM's consent to the granting the Easement is conditional on the following:

   (a) PUC directly, or through its contractor for whom the PUC shall be responsible to the City, shall submit an Application for Municipal Consent pursuant to the City's Road Cuts By-law being By-law 2020-70 which shall be reviewed and considered by the City. PUC shall fully comply with all terms and conditions set out in the Municipal Consent permit if same is granted by City SSM. If City SSM does not grant a Municipal Consent permit, the Easement work set out herein shall not commence. The PUC and its contractor shall be required to sign a Waiver and Indemnity in the form attached as Schedule "C" hereto.

   (b) PUC undertakes, acknowledges and agrees that it shall ensure any and all of its contractors/subcontractors for this Easement are fully compliant with the City's Contractor Prequalification Program and be an approved contractor prior to commencing any work on the City Property. This includes but is not limited to providing proof of the required insurance (which is in addition to the requirements set out in Section 8 below) and evidence of current WSIB coverage.

8. PUC shall provide City SSM with proof of insurance prior to commencing any work on the City Property evidencing the following coverage to the satisfaction of the City's Risk Manager:

   (a) **Commercial General Liability**, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than $10,000,000 per occurrence, an aggregate limit of not less than $10,000,000, within any policy year with respect to completed operations and a deductible of not more than $25,000. The policy shall include an extension for a standard provincial and territorial form of nonowned

automobile liability policy. This policy shall include but not be limited to:

(i) The Corporation of the City of Sault Ste. Marie shall be named as additional insured
(ii) Cross-liability and severability of interest
(iii)Blanket Contractual
(iv)Products and Completed Operations Liability
(v) Premises and Operations Liability
(vi)Personal Injury Liability
(vii)Contingent Employers Liability
(viii)Work performed on Behalf of the Named Insured by Sub-Contractors
(ix) Firefighting Expenses
(x) Attached Machinery
(xi)Elevator and Hoist Liability
(XII)30 days' notice of cancellation

(b) **Auto Insurance**, Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than $2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

9. SSMRCA, being the holder of the SSMRCA Easement, hereby consents to the granting of the Easement by City SSM to PUC subject to the following:

(a) PUC shall submit an application for development (watermain construction) to SSMRCA and receive its prior approval given that construction is intended to take place within an area of SSMRCA jurisdiction. Construction will not take place until such approval is granted;

(b) PUC shall provide to SSMRCA engineered designs stamped by a qualified professional engineer with the application contemplated by section 9(b) herein evidencing the construction of the Watermain will not affect the engineered capacity of the flood control channel within the City SSM Property;

(c) PUC shall not interfere with the right of SSMRCA in the SSMRCA Easement to access the flood control channel notwithstanding the presence of the PUC Watermain subject to section 9(d)herein;

(d) In the event that PUC will be performing maintenance on the Watermain in the flood control channel, PUC shall inform SSMRCA of any planned maintenance work. If work is required in the event of an emergency, PUC shall use its best efforts to inform SSMRCA but if it cannot do so in such emergency circumstances, this will not be considered a breach by PUC of this Agreement;

(e) PUC shall ensure the flood control channel is restored to the same condition as prior to commencement of construction or maintenance work at PUC's sole cost and expense;

(f) The portion of the Watermain within the flood control channel shall be constructed with isolation valves installed on each side of the flood control channel according to PUC's engineered plans; and

(g) PUC shall reimburse SSMRCA for its reasonable legal fees and disbursements incurred in connection with this Agreement up to an amount not to exceed $1,500.00.

10. This Agreement or the Watermain easement contemplated hereunder shall not be assigned by any party without the prior written consent of the others. Notwithstanding the foregoing, PUC shall have the absolute right to assign or transfer its rights hereunder and in the Watermain easement in whole or in part to another utility company or entity engaged in the business of providing water to consumers, provided PUC provides City SSM with prior written notice of same.

REST OF PAGE INTENTIONALLY LEFT BLANK

11. This Agreement shall be binding upon the undersigned and their respective successors and assigns.

IN WITNESS WHEREOF the undersigned have executed this Agreement this ____ day of May, 2024.

THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

Per:_____
Name:
Title:

Per:_____
Name:
Title:

We have authority to bind the Commission

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:_____
Name: Matthew Shoemaker
Title: Mayor

Per:_____
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation.

SAULT STE. MARIE REGION CONSERVATION AUTHORITY

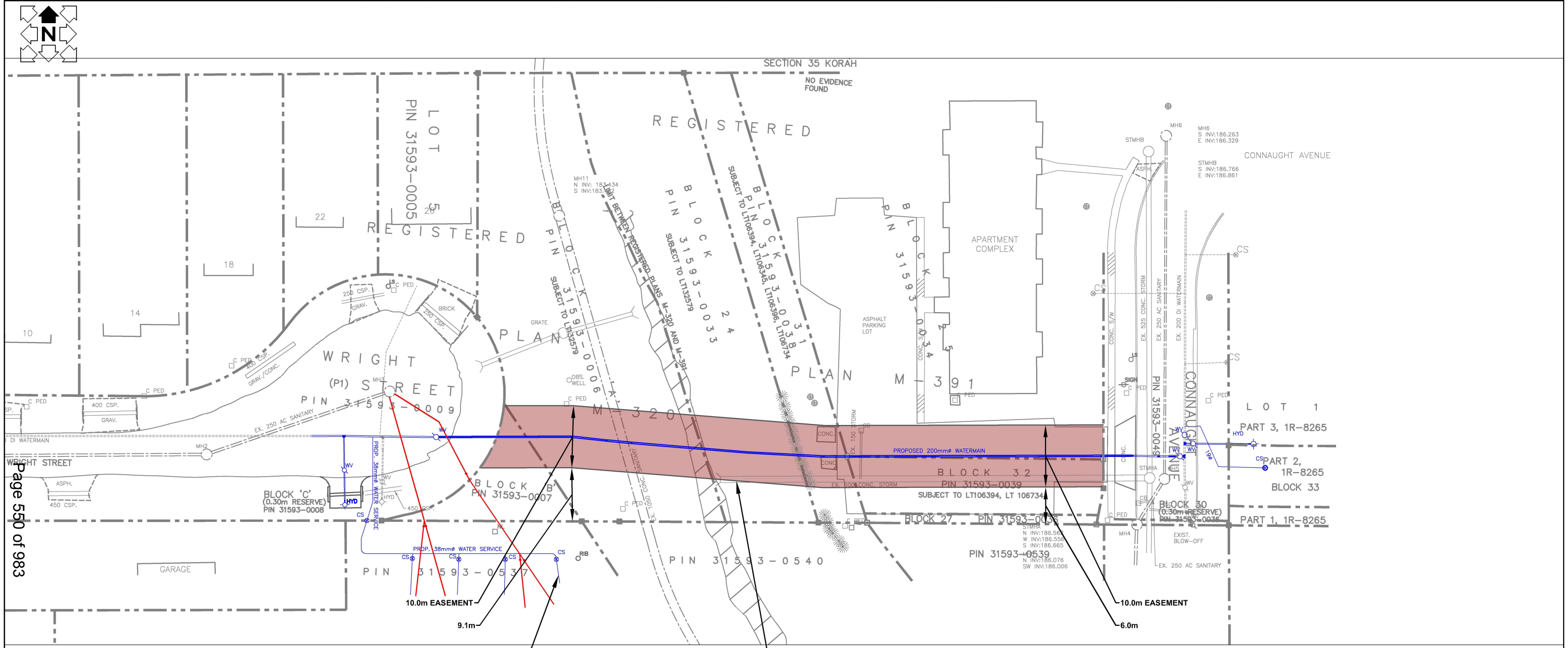
Per:_____
Name:
Title:

Per:_____
Name:
Title:

We have authority to bind the Corporation

SCHEDULE A

See attached sketch.



PROPERTY REQUIREMENTS

PROPERTY	EASEMENT AREA (APPROXIMATE)
BLOCK 'A' PIN 31593–0033	284.9m²
BLOCK 'B' PIN 31593–0007	48.6m²
BLOCK 24 PIN 31593–0033	155.2m²
BLOCK 25 PIN 31593–0034	221.7m²
BLOCK 31 PIN 31593–0038	79.4m²
BLOCK 32 PIN 31593–0039	191.4m²

NOTES:
1. ALL DIMENSIONS ARE IN METRES UNLESS NOTED.
2. DO NOT SCALE DRAWING.
3. DRAWING SHOWS PROPOSED CONSTRUCTION EMPHASIZED.
4. EXISTING CONDITIONS APPEAR SCREENED IN BACKGROUND.
5. LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE ONLY AND MUST BE VERIFIED BY CONTRACTOR.

No	DESCRIPTION	DATE	INITIAL

REVISIONS

KRESIN Engineering Corporation
Sault Ste. Marie, Ontario (705) 949-4900

PUC SERVICES

SCALE	1:300
CHK	M. KRESIN
DATE	JUNE 2022
DWG.	P. GODBOUT
GEO BM	
FILE	2167.02

PUC SERVICES INC.
WRIGHT ST. WATERMAIN
PROPERTY ACQUISITION

DRAWING NO.
5

SCHEDULE B

See attached form of easement schedule.

SCHEDULE

Water Main Easement in Gross

The Transferor hereby grants and transfers to the Transferee, its successors and assigns, a non-exclusive easement in gross, on, over, in, under and through the lands described in the Properties Section of the Transfer to which this Schedule is attached (the "**Easement Lands**") to enter on and construct, install, repair, replace, inspect, operate and maintain on, in and under the Easement Lands, mains and pipes for a water main including fixtures necessary or incidental thereto (collectively the " **PUC Facilities**"). For every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created the Transferee shall, subject to all other conditions contained in this agreement, have access to the Easement Lands at all times by its servants, agents, contractors and its or their vehicles supplies and equipment including the right of free and unimpeded access to the Easement Lands from and over abutting road allowances or abutting rights-of-way for the purpose of exercising the rights and easement hereby granted.

The aforementioned rights and easement are herein granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Transferor and the Transferee and which are subject to limitations and conditions as set out in Sections 12-15 inclusive herein:

1. Except for the Transferor's Facilities and the SSMRCA Facilities as set out in Sections 12-14 inclusive herein, the Transferor for itself, its successors and assigns, covenants with the Transferee its successors and assigns to keep the Easement Lands free and clear of any trees, buildings or structures and not to do or suffer to be done any other thing which might injure or damage the PUC Facilities.

2. The Transferee shall not build or cause to be built any building, structure, fence or other obstruction on, in, over and under the Easement Lands other than the said PUC Facilities.

3. The Transferor shall be responsible to the Transferee for any damage to the PUC Facilities caused by any of such Transferor or its invitees, occupants, contractors, agents, workmen or employees.

4. The Transferee covenants to fill in all excavations and as far as practicable restore at its sole liability and expense the surface to the same condition as prior to the commencement of construction and maintenance of the PUC Facilities. The Transferee shall not be liable for damages occasioned by the restoration, except for the negligent, willful, or non-performance of such restoration by the Transferee, its agents, contractors, employees, invitees, licensees and permittees.

5. The Transferor shall not make any changes, alterations or additions to any part of the Easement Lands that would detrimentally affect the PUC Facilities and/or the rights granted to the Transferee hereunder including any change which interferes with the accessibility of the PUC Facilities.

6. The Transferee hereby covenants that all maintenance work, other than that caused by extreme emergency, carried out by the Transferee on the Easement Lands, shall be scheduled in a manner that will interfere as little as possible with activities of the Transferor.

7. The Transferee shall defend, fully indemnify, protect and hold the Transferor and SSMRCA and their respective successors or assigns harmless from and against all claims, liabilities, costs (including solicitor client costs on a substantial indemnity basis), demands, expenses, obligations, losses, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner (collectively in this paragraph "**Claims**") based upon, occasioned by or attributable to any injury or damage arising or resulting from any act or omission, negligence, willful misconduct, or breach of this Agreement by the Transferee, its agents, contractors, employees, invitees, licensees and permittees in developing, using or occupying the Easement Lands provided such Claims are not due to the sole negligence, willful misconduct, or breach by the Transferor and/or SSMRCA, its agents, contractors, employees, invitees, licensees or permittees.

8. Except for the Transferor's Facilities and the SSMRCA Facilities as set out in Sections 12-14 inclusive herein, the Transferor shall not permit any other utility services to be installed on, over, in and through the Easement Lands without the express written permission of the Transferee, which permission shall only be granted if appropriate separation distances from the PUC Facilities are maintained.

9. Notwithstanding any rule of law or equity, even though the PUC Facilities may become annexed or fixed to the Easement Lands, title to the PUC Facilities shall nevertheless remain in the Transferee.

10. The Transferee shall have the absolute right to assign or transfer its rights hereunder in whole or in part to another utility company or entity engaged in the business of providing water to consumers with prior written notice to the Transferor of same.

11. All rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

<u>Existing Infrastructure</u>

12. The Transferee acknowledges that there is significant existing infrastructure present on the Easement Lands, specifically being:

    a. a trunk sanitary sewer and a 600 mm diameter storm sewer and all related infrastructure of the Transferor, referred to herein as the "**Transferor's Facilities**"; and

    b. a flood control channel and easement in favour of the Sault Ste. Marie Region Conservation Authority ("**SSMRCA**") as set out in Instrument LT132579 and all related infrastructure of the SSMRCA, referred to herein as the "**SSMRCA's Facilities**");

    The Transferee covenants and agrees to take all steps necessary to protect the Transferor's Facilities and the SSMRCA's Facilities while completing the construction of the PUC Facilities, and while the PUC Facilities are present or being repaired or maintained on the Easement Lands, and shall further complete all such works on the Easement Lands in a manner that is satisfactory to the Transfer's Director of Engineering or designate and the SSMRCA. The Transferee shall at all times be responsible and shall complete all maintenance and repair of the PUC Facilities.

13. The Transferee covenants and agrees to:

    a. fully indemnify the Transferor for any damages to the Transferor's Facilities, including but not limited to costs of repairing, replacing or reconstructing same as determined by the Transferor's Director of Engineering in his/her sole discretion;

    b. fully defend, indemnify, protect and hold the Transferor and their successors or assigns harmless from and against all claims, liabilities, costs (including solicitor client costs on a substantial indemnity basis), demands, expenses, obligations, losses, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner,

based upon, occasioned by or attributable to, directly or indirectly, any injury or damage to the Transferor's Facilities as a result of the installation, presence, repair and ongoing maintenance of the PUC Facilities, the intent being that the Transferor shall bear no risk or expense to which it would not have been put had the Transferee not proceeded with any of the works and easement as set out herein. The Transferee acknowledges and agrees that its obligations and indemnities shall remain the responsibility of the Transferee during the construction of the PUC Facilities and continue thereafter one construction is complete given the ongoing presence of the PUC Facilities and the Transferee's ongoing maintenance and repair obligations.

14. The Transferee further covenants and agrees to:

a. fully indemnify the SSMRCA for any damages to the SSMRCA'S Facilities, including but not limited to costs of repairing, replacing or reconstructing same as determined by the SSMRCA in its sole discretion;

b. fully defend, indemnify, protect and hold the SSMRCA and its successors or assigns harmless from and against all claims, liabilities, costs (including solicitor client costs on a substantial indemnity basis), demands, expenses, obligations, losses, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner,

based upon, occasioned by or attributable to, directly or indirectly , any injury or damage to the SSMRCA's Facilities as a result of the installation, presence, repair and ongoing maintenance of the PUC Facilities, the intent being that the SSMRCA shall bear no risk or expense to which it would not have been put had the Transferee not proceeded with any of the works and easement as set out herein. The Transferee acknowledges and agrees that its obligations and indemnities shall remain the responsibility of the Transferee during the construction of the PUC Facilities and continue thereafter one construction is complete given the ongoing presence of the PUC Facilities and the Transferee's ongoing maintenance and repair obligations.

15. The Transferee further covenants, with respect to the SSMRCA Facilities to:

a. Submit an application for development (watermain construction) to SSMRCA and receive its prior approval given that construction is intended to take place within an area of SSMRCA jurisdiction. Construction will not take place until such approval is granted.

b. Provide to SSMRCA engineered designs stamped by a qualified professional engineer with the application contemplated by section 15.a herein evidencing the construction of the Watermain will not affect the engineered capacity of the flood control channel within the Easement Lands.

c. Not interfere with the right of SSMRCA pursuant to any prior registered easement against the Easement Lands granted to SSMRCA to access the flood control channel notwithstanding the presence of the PUC Facilities, subject to section 15.d herein.

d. In the event that the Transferee will be performing maintenance on the PUC Facilities in the flood control channel, the Transferee shall inform SSMRCA of any planned maintenance work. If work is required in the event of an emergency, the Transferee shall use its best efforts to inform SSMRCA but if it cannot do so in such emergency circumstances, this will not be considered a breach by the Transferee of this Easement.

e. Ensure the flood control channel is restored to the same condition as prior to commencement of construction or maintenance work in connection with the PUC Facilities at PUC's sole cost and expense.

SCHEDULE “C”

See attached waiver and indemnity.

SCHEDULE "C"

WAIVER, RELEASE AND INDEMNITY

THE **PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE ("PUC")** AND **AVERY CONSTRUCTION LTD. ("CONTRACTOR")** requests permission from The Corporation of the City of Sault Ste. Marie ("City") pursuant to Road Cuts By-law 2020-70 for Municipal Consent, Road Occupancy, Road Closure and Road Cuts within the City of Sault Ste. Marie, for the following matters, collectively hereinafter described the "Activities":

- Road Closure of _____ (the "City Property"), Sault Ste. Marie, Ontario;
- Road Occupation of the City Property, Sault Ste. Marie, Ontario;
- Road Cuts within specified areas of the City Property as set out in the Municipal Consent Permit referenced herein;
- Sidewalk on City Property westside, Sault Ste. Marie, Ontario also to be closed;
- Sidewalk on City Property eastside, will remain open, Sault Ste. Marie, Ontario.

(AS APPLICABLE TO THE FACTS PRESENTED)

in order to construct a Watermain to run from Wright Street to Connaught Avenue in the City of Sault Ste. Marie for a period of _____ weeks/days commencing immediately when the Municipal Consent Permit has been issued and approved by the City and ending _____ weeks/days thereafter (the "Term") all of which Activities have been permitted by the City as set out in the Municipal Consent Permit issued and approved by the City Director of Engineering and/or his designate pursuant to City By-law 2020-70 and which Activities are subject to the terms and conditions as set out in such Municipal Consent Permit so issued and approved The Contractor shall be the "Constructor" retained by PUC for all matters set out in the Municipal Consent Permit, herein and the Activities on City Property.

PUC AND THE CONTRACTOR ACKNOWLEDGES AND AGREES on its own behalf and on behalf of its personal representatives, heirs, executors, administrators, subcontractors agents and assigns (collectively the "PUC/Contractor Representatives") that PUC and the Contractor each voluntarily assume all risk of injury, illness, damage or loss of property, or to any the PUC and Contractor personnel or their property, that might result directly or indirectly from the Activities, their use, maintenance, presence, occupation, and restoration of the City Property, including, without limitation, any loss or theft of any personal property, and any and all matters related to the construction of the Watermain.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES on its own behalf and on behalf of the PUC/Contractor Representatives to release and discharge the City from any and all claims or causes of action known or unknown arising out of the Activities, their use, maintenance, presence, occupation, and restoration of the City Property, and any and all matters related to the construction of the Watermain.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES on its own behalf and on behalf of the PUC/Contractor Representatives to fully indemnify and save harmless the City from all costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with the Activities, their use, maintenance, presence, occupation, and restoration of the City Property, and any and all matters related to the construction of the Watermain, the intent being that the City shall be at no risk or expense to which it would not have been put in had PUC and the Contractor not installed the Watermain as per the Agreement to Grant Utility Easement and Permission for Immediate Entry between the PUC, City and Sault Ste. Marie Region Conservation Authority.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES on its own behalf and on behalf of the PUC/Contractor Representatives that it shall not use or permit the use of the City Property for any purpose other than the purpose set out herein.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES on its own behalf and on behalf of the PUC/Contractor that it shall be solely responsible for all costs and expenses related to the Activities, their use, maintenance, presence, occupation and restoration of the City Property, and any and all matters related to the construction of the Watermain, and shall fully indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES on its own behalf and on behalf of the PUC/Contractor Representatives that it shall be solely responsible for all maintenance responsibilities of the City Property during the Term and shall fully indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES that there is City infrastructure present in the City Property, including a trunk sanitary sewer and a 600 mm diameter storm sewer. PUC and the Contractor undertakes and agrees to take all steps necessary to protect the City's existing infrastructure while completing the works set out in the "Agreement to Grant Utility Easement and Permission for Immediate Entry" dated April 8, 2024 and shall complete such work in a manner that is satisfactory to the City's Director of Engineering or his designate, and thereafter shall continue to take all steps necessary to protect the City's existing infrastructure while the Watermain is present or is being repaired or maintained on the City Property. To that end, PUC and the Contractor shall:

(a) fully indemnify the City for any damages to the City's existing infrastructure, including but not limited to costs of repairing, replacing or reconstructing same as determined by the City's Director of Engineering in his sole discretion; and

(b) fully defend, indemnify, protect and hold City SSM and their successors or assigns harmless from and against all claims, liabilities, costs (including solicitor client costs on a substantial indemnity basis), demands, expenses, obligations, losses, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner (collectively "**Claims**"),

based upon, occasioned by or attributable to, directly or indirectly, any injury or damage to the City's existing infrastructure as a result of the installation, presence, repair and ongoing maintenance of the Watermain, the intent being that the City shall bear no risk or expense to which it would not have been put in had PUC and the Contractor not installed the Watermain as per the Agreement to Grant Utility Easement and Permission for Immediate Entry between the PUC, City and Sault Ste. Marie Region Conservation Authority. PUC and the Contractor acknowledges and agrees that its obligations and indemnities as set out herein shall remain the responsibility of the PUC and the Contractor during the construction of the Watermain and continue thereafter as against the PUC and the Contractor once construction is complete given the ongoing presence of the Watermain and PUC's ongoing maintenance and repair obligations to same.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND SHALL COMPLY with all Laws, By-laws (including but not limited to the City's Road Cuts By-law 2020-70), Rules and Regulations of any governing body with respect to the Activities, their use, maintenance, presence, occupation and restoration of the City Property and any and all matters related to the construction of the Watermain and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of its noncompliance with such Laws, By-laws, Rules and Regulations.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES that it shall be liable for all taxes, permits, licences, assessments and penalties of every nature and kind whatsoever in any way arising from the Activities, their use, maintenance, presence, occupation and restoration of the City Property and any and all matters related to the construction of the Watermain.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES that they are accepting the condition of the City Property "as is" for the matters as set out in the Agreement to Grant Utility Easement and Permission for Immediate Entry between the PUC, City and Sault Ste. Marie Region Conservation Authority and the City shall have no responsibility or requirement to repair or alter or otherwise deal with the City Property during the Term.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES that at the completion of the Term or any early termination of this Municipal Consent Permit as provided for in the Road Cuts By-law 2020-70 or in this Waiver Release and Indemnity, PUC and the Contractor shall forthwith remove all equipment, site trailers, materials, possessions and property (collectively the "PUC and Contractor Equipment") from the City Property at their sole risk and expense, comply with all matters and requirements set out in the Road Cuts By-law 2020-70 and leave the City Property in a condition satisfactory to the City. Provided that if PUC and the Contractor fail to remove the PUC and Contractor Equipment at the end of the Term or any early termination of this Municipal Consent Permit and/or fail to restore the City Property in a condition satisfactory to the City, the City may remove such PUC and Contractor Equipment and restore the City Property all at the expense and risk of

PUC and the Contractor. To that end, PUC and the Contractor acknowledge and agree that the City may add all such expenses incurred by the City to remove such PUC and Contractor Equipment and restore the City Property to the tax roll for any real property in the City of Sault Ste. Marie registered in the name of PUC and collect such expenses including interest in like manner as municipal taxes.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES that the Municipal Consent Permit and this Waiver, Release and Indemnity may not be assigned without the express and prior written permission of the City. Further, PUC and the Contractor agree that any and all indemnities as set out herein shall survive the Term.

PUC AND THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

(A) **AS IT RELATES TO PUC, PUC** agrees to maintain at all times during the Term hereinbefore described:

a. a minimum of Ten Million ($10,000,000.00) Dollars comprehensive general liability insurance per occurrence, in respect of personal injury, death, loss or damage of or to any person or property of third parties, an aggregate limit of not less than Ten Million ($10,000,000.00) Dollars within any policy year with respect to completed operations and a deductible of not more than Twenty-Five Thousand ($25,000.00) Dollars with insurers licenced to conduct business in Ontario. The policy shall include an extension for a standards provincial and territorial form of non owned automobile liability policy. The policy shall include but not be limited to:

(i) Cross-liability and severability of interest
(ii)Blanket Contractual
(iii)Products and Completed Operations Liability
(iv) Premises and Operations Liability
(v)Personal Injury Liability
(vi)Contingent Employers Liability
(vii)Work performed on Behalf of the Named Insured by Sub-Contractors
(viii) Firefighting Expenses
(ix) Attached Machinery
(x)Elevator and Hoist Liability

b. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of any Activities occurring on City Property.

c. The Policy shall also include Auto Insurance - Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than $2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the PUC.

(B) **AS IT RELATES TO THE CONTRACTOR, the Contractor** agrees to maintain at all times during the Term hereinbefore described:

a. a minimum of Ten Million ($10,000,000.00) Dollars comprehensive general liability insurance per occurrence, in respect of personal injury, death, loss or damage of or to any person or property of third parties, an aggregate limit of not less than Ten Million ($10,000,000.00) Dollars within any policy year with respect to completed operations and a deductible of not more than Twenty Five Thousand ($25,000.00) Dollars with insurers licenced to conduct business in Ontario. The policy shall include an extension for a standards provincial and territorial form of non owned automobile liability policy. The policy shall include but not be limited to:

(i) Cross-liability and severability of interest
(ii)Blanket Contractual
(iii)Products and Completed Operations Liability

(iv) Premises and Operations Liability
(v)Personal Injury Liability
(vi)Contingent Employers Liability
(vii)Work performed on Behalf of the Named Insured by Sub-Contractors
(viii) Firefighting Expenses
(ix) Attached Machinery
(x)Elevator and Hoist Liability

b. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of any Activities occurring on City Property.

c. a minimum of Five Million ($5,000,000.00) Dollars errors and omissions insurance, with insurers licenced to conduct business in Ontario.

d. The Policy shall also include Auto Insurance - Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than $2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

No Policies shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of any Activities occurring on City Property.

PUC AND THE CONTRACTOR ACKNOWLEDGES AND AGREES that they each carefully read this Waiver, Release and Indemnity and fully understand the contents of the same. PUC and the Contractor is waiving any right that PUC and the Contractor or its members may have to bring a legal action to assert any claim of any nature and kind against the City.

This Waiver, Release and Indemnity of all claims is entered into this _____ day of _____, 2024.

THE PUBLIC UTLITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

_____
Witness
Print: _____

_____
Witness
Print: _____

_____
Signature
Name:
* I authority to bind the Corporation

AVERY CONSTRUCTION LTD.

_____
Witness
Print: _____

_____
Witness
Print: _____

_____
Signature
Name:
* I authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-75

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Molson Coors Beverage Company for the Pouring Rights of the GFL Memorial Gardens.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated July 1, 2024 between the City and Molson Coors Beverage Company, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Pouring Rights of the GFL Memorial Gardens.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-75 Pouring Rights.docx

AGREEMENT

SAULT STE. MARIE, ONTARIO

THIS AGREEMENT made this 1st day of July, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

- and -

MOLSON COORS BEVERAGE COMPANY
operating as
MOLSON CANADA 2005

("Molson")

OF THE SECOND PART

WHEREAS the City is the owner of the GFL Memorial Gardens, a sports and entertainment centre located in the City of Sault Ste. Marie;

AND WHEREAS the City issued a Request for Proposal setting out the requirements for receiving the "Exclusive Beer Pouring Rights" for the GFL Memorial Gardens under File #2024CDE-CS-AR-01-P (the "RFP"), a copy of which is appended as Schedule "A" to this Agreement;

AND WHEREAS Molson submitted a Proposal dated April 4, 2024 (the "Molson Proposal") in response to the RFP, a copy of which is appended as Schedule "B" to this Agreement;

AND WHEREAS the City has accepted the Molson as the successful proponent for the completion of the RFP, to receive Exclusive Beer Pouring Rights for the GFL Memorial Gardens as set out in the RFP and Molson Proposal for a term of three (3) years, commencing July 1, 2024; with the option to extend for up to two (2) additional years by mutual agreement;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. TERM

(a) This Agreement shall be for a term of three (3) years commencing July 1, 2024 and ending on June 30, 2027 (the "Term").

(b) The City reserves the right to negotiate with Molson to extend for up to two (2) additional years at its discretion.

2. VENUE

Molson shall Molson the GFL Memorial Gardens located at 269 Queen Street East, Sault Ste. Marie, Ontario (the "Venue").

3. DESCRIPTION OF WORK

(a) The parties hereto acknowledge and agree that the RFP and Molson Proposal, together with the within Agreement sets out the rights and obligations of the parties with respect to the "Exclusive Beer Pouring Rights" for the Venue. The parties further acknowledge and agree that all references to the word Agreement herein include *Schedules "A", "B"* and *"C"* appended hereto.

(b) Molson shall provide all that is necessary and required to perform the work described and set out in the Agreement at its sole risk and expense.

(c) Molson shall perform all work required under this Agreement in a good, professional and skilled manner. Molson shall provide the highest standards of service and product for the duration of the Term.

4. EXCLUSIVE BEER POURING RIGHTS

(a) The City grants to Molson the following exclusive pouring rights (the "Pouring Rights") for the Venue:

i. Molson shall be the Exclusive Beer category sponsor;

ii. Molson shall be the "Official Beer Sponsor" of the Venue and shall have the exclusive right during the Term to refer to such designation in advertising, promotions and merchandising; and

iii. Molson shall have the maximum pouring rights allowed by applicable law for all licensed areas in the Venue.

(b) For the purposes of this Agreement "Beer" shall include alcohol, non-alcoholic malt beverages, wine coolers and spirit-based coolers.

(c) Molson understands and agrees that the Organizers of certain national and international events occurring at the Venue may have a requirement that a competing brand of beer be made available for sale at that event. No allowance will be made to Molson as a result of this requirement.

(d) Molson further understands and agrees that the exclusivity in beer pouring rights is limited to the actual Venue building, surrounding property and parking lot.

(e) It should be noted that exclusivity in Beer Pouring Rights shall be limited to Draft Beer Sales, and the majority of Bottled and Canned Beer sales. Sale of product in containers from various local craft breweries shall be permitted at limited locations within the Venue. There will be only small amounts of point of sale advertising of these products permitted; primarily availability through posted bar menus. Products sales of craft beer will be maintained at less than 15% of the sales volume of beer in containers.

5. POURING RIGHTS FEES

In consideration of the Pouring Rights, Molson shall pay the City a pouring rights fee as provided in Schedule "C" to this Agreement (the "Pouring Rights Fee") due on the dates provided in Schedule "C". The foregoing payments are each subject to Harmonized Sales Tax (HST) calculated at the applicable rate payable, currently thirteen (13%) percent, at the time each respective payment is due. The total value of this Agreement is $120,000.00 plus applicable taxes.

6. INSURANCE

(a) The City shall provide and maintain comprehensive general liability insurance coverage in an amount not less than Five Million ($5,000,000) Dollars per occurrence during the Term of this Agreement naming Molson as an “Additional Named Insured”. Upon execution of this Agreement, the City shall provide Molson with evidence of such insurance coverage in the form of a Certificate of Insurance.

(b) Molson shall provide and maintain comprehensive general liability insurance coverage in an amount not less than Five Million ($5,000,000) Dollars per occurrence during the Term of this Agreement naming the City as an “Additional Named Insured”. Upon execution of this Agreement, Molson shall provide the City with evidence of such insurance coverage in the form of a Certificate of Insurance.

(c) Molson shall provide fire, theft, vandalism and liability insurance to cover their equipment or property (if any) while on the Venue. Upon execution of this Agreement, Molson shall provide the city with evidence of such insurance coverage in the form of a Certificate of Insurance. Molson further covenants that it shall not make a claim against the City nor shall it hold the City responsible for loss or damage caused by fire, vandalism, or theft to such equipment or property.

7. INDEMNIFICATION

(a) During the Term and thereafter, the City agrees to indemnify Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents, from and against any and all expenses, damages, claims, liabilities and costs whatsoever (including attorney's fees and expenses) suffered or incurred by any of them and arising in connection with:

i. the breach by the City, its officers, directors, agents or employees of this Agreement; or
ii. the wilful misconduct or the negligent act or omission of the City, its officers, directors, agents or employees.

(b) During the Term and thereafter, Molson agrees to indemnify and save harmless the City, its officers, directors, agents or employees, from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss whatsoever (including attorney's fees and expenses) which the City may bear, suffer, incur, become liable for, or be put to by reason of, arising out of or in consequence of:

i. the breach and/or violation of non-performance by Molson, its partners, licensed brands and affiliates and their respective directors, officers, employees and agents of any provision of this Agreement;
ii. the use of the Venue or in connection with the work covered by this Agreement; or
iii. any act, neglect or default by Molson or any of its partners, licensed brands and affiliates and their respective directors, officers, employees and agents.

Molson further covenants that the indemnity herein contained shall extend to all claims, losses, costs and damages by reason of or arising out of improper or faulty erection of equipment or property erected or installed in connection with this Agreement by Molson, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this Agreement notwithstanding anything in this Agreement to the contrary.

(c) Molson shall obtain all necessary approvals and authorizations and comply with all laws, by-laws, rules and regulations of any governing body with respect to the work required to be performed by Molson and any other matters arising directly and indirectly from this Agreement. Molson shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including attorney's fees and expenses) which the City may suffer, incur, become liable for, or be put to by reason of, arising out of or in consequence of noncompliance by Molson with such laws, by-laws, rules and regulations and failure by Molson to obtain such approvals and authorizations.

8. TERMINATION

(a) This Agreement may be terminated by either party immediately upon written notice to the other party:

i. in the event of the winding up, dissolution, liquidation, bankruptcy or insolvency of the other party;
ii. if any execution or other enforcement process becomes enforceable against any material property of the other party; or
iii. if the other party breaches a material term or condition of this Agreement and fails to remedy such breach within ten (10) days from the receipt of notice thereof.

(b) Upon expiry or termination of this Agreement, the City shall exercise the option to require Molson, at Molson's expense, to remove from the Venue all equipment and property (if any) within fourteen (14) days. In the event that the City exercises such option to require Molson to remove the equipment and property, and in the further event that Molson fails to remove the equipment and property during the fourteen (14) day period, the parties hereto acknowledge and agree that such equipment and property shall be deemed as abandoned and shall vest with the City without obligation to Molson.

9. APPROVALS

Nothing herein shall be construed as granting the City any right to use Molson's name, logos, trademarks or other property in any way without the prior approval of Molson. All advertising, promotions or merchandising programs relating to Molson's sponsorship of the Venue may be subject to the prior approval of regulatory authorities.

10. TAXES

Any Canadian federal or provincial Harmonized Sales Tax, Quebec or similar value-added tax, and any sales or use tax, imposed on transactions between Molson and the City contemplated under this Agreement shall be the subject of an additional charge and shall be shown separately on any invoice or similar document together with the

required tax registration numbers and any other information required by law. Neither party will be held liable for penalty or interest charges associated with any federal or provincial tax assessments levied against the other party. For the purpose of charging or collecting HST, the City represents and warrants that its registration number is 122023120 Molson represents and warrants that its HST registration number is 856144035 RT0001.

11. NOTICES AND ADDRESSES

All notices required to be given under this Agreement shall be given by personal delivery, facsimile transmission, prepaid regular mail, or prepaid courier, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section. Such service shall be deemed given:

i. the same day as delivery when delivered by personal delivery or by facsimile transmission;
ii. five (5) days after deposited in the Canada Post mail, postage prepaid; or
iii. one (1) day after depositing, charges prepaid, with an overnight courier:

In the case of notice to Molson:

Wes Thom, District Sales Manager – Northern Ontario
Molson Coors Beverage Company
33 Carlingview Drive
Etobicoke, ON M9W 5E4
Tel: 807-251-1903
Email: wesley.thom@molsoncoors.com

In the case of notice to the City:

Brent Lamming
Director, Community Services
The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Tel: 705-759-5314
Fax: 705-759-6605

12. **INTERFERENCE, WASTE OR NUISANCE**Molson shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. Molson shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the Venue or otherwise cause a nuisance. Any costs incurred by the City to repair the Venue or

property owned by the City resulting from such waste and nuisance as set out herein shall be payable by Molson to the City immediately upon demand by the City.

13. PROPRIETARY RIGHTS

The parties hereto acknowledge and agree that this Agreement in now way confers any rights, benefits or title in the Venue or property owned by the City to Molson and that the Venue and any and all property and part thereof owned by the City is the property, title and right of the City.

14. GENERAL

(a) Molson acknowledges that the City is bound by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, which may require the release of this Agreement or the terms thereof upon request. The Act gives persons a right of access to information held by the City. The right of access is subject to the exemptions contained in the Act.

(b) The parties shall not assign or transfer this Agreement without the prior written consent of the other party.

(c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and to their respective successors and permitted assigns.

(e) In the event that any provision of this Agreement or the schedules attached thereto is found to be illegal or be unenforceable under the law now or hereafter in effect, such illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement.

(f) This Agreement, including schedules, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all previous agreements or understandings between the parties with respect to the subject matter herein, whether written or oral, expressed or implied.

(g) Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party is or shall be deemed to be an associate, partner, principal or agent of the other party.

(h) The City covenants that he has good right, full power, and absolute authority to grant this Agreement to Molson and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs,

executors, administrators, successors, assigns and subsequent purchasers. Molson covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

(i) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Courts in the Province of Ontario shall have the exclusive jurisdiction to adjudicate any matter which may arise in connection with this Agreement, and the parties hereby accept, submit and attorn to the non-exclusive jurisdiction of such courts and all courts competent to hear appeals therefrom.

15. SCHEDULES

It is agreed by the parties that the attached Schedule "A" - the RFP, Schedule "B" - Molson Proposal and Schedule "C" - the Pouring Rights Fee, shall form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this day of July 1, 2024.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Mayor – Matthew Shoemaker

_____

City Clerk – Rachel Tyczinski

MOLSON COORS BEVERAGE COMPANY operating as MOLSON CANADA 2005

_____

[Name] – [Title]

I have authority to bind MOLSON COORS BEVERAGE COMPANY operating as MOLSON CANADA 2005

Attachments:

Schedule "A" – The Corporation of the City of Sault Ste. Marie, Request for Proposal - "Beer Pouring Rights – Essar Centre".

Schedule "B" – The Proposal submitted by Molson dated April 4, 2024.

Schedule "C" – Pouring Rights Fee.

SCHEDULE "C"

POURING RIGHTS FEES

In consideration of the Exclusive Beer Pouring Rights as set out in the Agreement, Molson shall pay the City a fee plus Harmonized Sales Tax (HST) at the applicable rate (currently 13 percent) as follows:

Payment Date	**Payment Due**
July 1, 2024	$40,000.00 plus applicable HST
July 1, 2025	$40,000.00 plus applicable HST
July 1, 2026	$40,000.00 plus applicable HST

Schedule "A"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2024CDE-CS-AR-01-P

BEER POURING RIGHTS – SAULT STE. MARIE EVENT CENTER

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, April 12, 2024.

March 18, 2024

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from qualified parties to provide Sponsorship and payments associated with the Pouring Rights for Draft, and Canned & Bottled Beer in our 5,000 seat spectator arena and multi-use venue (presently the "GFL Memorial Gardens") located at 269 Queen Street East. Exclusivity to be granted subject to the terms and conditions of the RFP, and compliance with all provisions of the Law.

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 at support@bidsandtenders.ca.

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 saultstemarie.bidsandtenders.ca 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 demonstrated expertise in services of similar scope. Include relevant past experience on similar projects providing relevant references and key personnel (20%);

2) Sponsorship allowances and incentives, including nature and amount details (40%);

3) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project; (40%);

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 may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to s.olar@cityssm.on.ca 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: March 18, 2024
(B) Question Close: April 2, 2024
(C) Submission of Proposal: April 12, 2024
(D) Recommendation of Award: May/June 2024
(E) Commencement of Services: July 1, 2024

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 successful Proponent will be required to enter into an Agreement with the City, a copy of which Form of Agreement is attached to the Document Section of the Bid Opportunity. The City will prepare the agreement based upon the City's issued Request for Proposal (as Schedule "A" to the Agreement) and the Proponent's submitted Proposal (as Schedule "B" to the Agreement).

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The City is searching for a qualified provider for exclusivity in draft, and bottled & canned beer pouring rights at the Sault Ste. Marie Event Centre, **as laws will allow; and subject to the terms and conditions of the RFP**, and in return generate the maximum amount of revenue for the Event Centre, through sponsorship allowances and incentives.

Services are requested for a period of three (3) years commencing July 1, 2024 (the "Term") unless terminated earlier as permitted under the conditions of the termination clause as provided in the Form of Agreement, with the option to extend for up to two (2) additional years by mutual agreement, on the same terms and conditions.

The expectations are that the successful Proponent will provide the highest standards of service and product for the duration of the term of the Agreement.

Proponents shall provide an outline within their Proposal detailing the products offered under the response, and which are covered by the sponsorship allowances and incentives. These products shall be widely recognized brands available through local distribution channels, and provide a suitable variety of tastes and styles to satisfy the guests of the Sault Ste. Marie Event Centre.

2.2 Background

The Sault Ste. Marie Event Centre is wholly owned and operated by the Corporation of the City of Sault Ste. Marie. It is located in the heart of Sault Ste. Marie's downtown core and is Northern Ontario's Premier Centre for Sports and Entertainment. The Event Centre was rebranded and renamed as a result of the end of the existing Naming Rights Contract (the Essar Centre) and in 2018 renamed the GFL Memorial Gardens.

The Event Centre hosts many events annually with an attendance of approximately 250,000. The Event Centre has a seating capacity of up to 5000 for on-ice events and up to 6500 for concerts. Seating Capacity includes bowl seating, 13 private luxury suites, and 2 large suites rented on a per event basis.

Events hosted include:

- OHL Hockey Games – Soo Greyhounds
- Concerts
- Family Shows
- Ice Shows

- Athletic Events
- Conventions
- Trade Shows

Food and Beverage Services are provided in-house. The facility has five (5) full service concessions, six (6) beer stations on the concourse, and food and beverage service at the corporate suite level. Each beer station is equipped with two (2) taps and a beverage cooler. The successful Proponent may elect, at their own expense, upon approval of the Manager of the Event Centre, to provide additional equipment for use in dispensing and cold storage of beer.

The facility holds a liquor sales license with a catering endorsement. There are a number of break-out rooms throughout the facility that are fully licensed allowing maximum flexibility for bar service.

RECENT BEER SALES (post Covid)

		2022	2023
GFL Alcohol Sales		**Jan -Dec**	**Jan -Dec**
Draught	**14 oz**	**2000**	**1780**
	20 oz	**17545**	**15570**
	60 oz	**882**	**725**
Cans	**Tall Boys**	**6034**	**8788**
	specialty cans	**225**	**430**
	specialty alternative	**2400**	**2147**
	specialty alternative		**369**
	Small Cans	**746**	**1805**

2.3 Conditions of Services

The successful Proponent understands and agrees that the Organizers of certain national and international events occurring at the Sault Ste. Marie Event Centre may have a requirement that a competing brand of beer be made available for sale at that event. No financial allowance will be made to the successful Proponent as a result of this requirement.

The successful Proponent further understands and agrees that exclusivity in beer pouring rights is limited to the Sault Ste. Marie Event Centre building; surrounding property and

parking lot.

Proponents understand that quantities included for reference in this Request for Proposal are not guaranteed. They represent actual 2022 and 2023 sales to date.

The City will provide certain Hospitality Opportunities to the successful Proponent for the duration of the Agreement as outlined in Section 2.5 of this Request for Proposal.

2.4 Project Scope

Proponents to provide an outline detailing the exclusive pouring rights sponsorship allowance and incentive program proposed for the length of the Agreement. Details shall include the nature of the allowances and incentives and how each shall be calculated and applied, as well as the frequency of payment (the city expects a minimum of yearly payments).

It should be noted that exclusivity in Beer Pouring Rights shall be limited to Draft Beer Sales, and the majority of Bottled and Canned Beer sales.

Sale of product in containers from various local craft breweries shall be permitted at limited locations within the Event Centre. There will be only small amounts of point of sale advertising of these products permitted; primarily availability through posted bar menus. Products sales of craft beer will be maintained at less than 15% of the sales volume of beer in containers. In submitting a Proposal, Proponents agree to this provision.

SIGNAGE & ADVERTISING

The successful Proponent shall provide illuminated signs for display at the service areas as well as other promotional items, subject to the approval of the Manager of the Event Centre. Details of such proposed signage and promotional items may be attached to the Proposal for consideration.

Advertising permitted under this Agreement is restricted to Point of Sale Locations. Additional advertising opportunities may exist in the Event Centre but are **not** covered under the Scope of this Agreement.

EQUIPMENT

The successful Proponent is required to provide fire, theft, vandalism, and liability insurance to cover their equipment (if any) while on City property, and not to make a claim on the City of Sault Ste. Marie with respect to loss or damage caused by fire, vandalism, or theft to such equipment or property.

Upon expiry or termination of this Agreement, the City shall exercise the option to require the successful Proponent, at the Proponent's expense, to remove from the premises all equipment (if any) within 14 days. If the equipment has not been removed during the 14-day period, it shall be deemed as abandoned and shall vest with the City without obligation to the Proponent.

2.5 City Offered Hospitality Opportunities

The City will offer the following incentives to the successful Proponent for the term of the Agreement; upon execution of the Agreement for Pouring Rights:

Use of the public areas of the Event Centre for One (1) Event Day per Year on a mutually agreed date and time; free of rent; provided; however, that the successful Proponent shall pay:

- All amusement and other taxes assessed in connection with such use of the Arena facilities;
- For all food, beverages, and other goods or services (including, without limitation, any audio-visual requirements) provided in connection with such use of the Arena facilities; and
- For all of the City's additional direct costs incurred in connection with such use, including without limitation staffing costs and the cost of utilities.

Successful Proponent will be eligible to purchase two (2) tickets for every other ticketed event at the Event Centre in advance of general sales.

SECTON 3

3. SUBMISSION REQUIREMENTS

To be completed online through the Bidding System

3.1 Experience & References

Demonstrate your Firm's expertise, providing evidence they possess satisfactory experience in services of similar scope and capacity.

- Include relevant past experience on similar services and professional representative experience, providing relevant references (minimum of 3).

Bidding System:
- ☐ Company Profile
- ☐ Experience and References
- ☐ Project Team Experience and Qualifications

3.2 Sponsorship Allowances & Incentives

Proponents shall provide a Total Exclusive Pouring Rights Allowance for Term of the Agreement. Details are included in the schedules submitted. Schedules should also address any nonmonetary incentives offered to the City associated with receiving the Exclusive Beer Pouring Rights at the Sault Ste. Marie Event Centre. Proponents understand and agree that evaluation of both the monetary and nonmonetary incentives offered may be considered as part of the process for this request.

I/We agree and understand that all allowances and incentives offered by Proponents associated with receiving exclusivity in draft, and bottled & canned beer pouring rights at the Event Centre will be limited to those which the laws allow, and subject to the terms and conditions of the RFP.

Bidding System:
- ☐ Total Pouring Rights Allowance
- ☐ Nature and amount of allowances outline

3.3 Methodology – Approach & Delivery

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables. Proponents should detail the proposed plan providing recommendations of how the key components of the project will be delivered, including but not limited to:

1. Brand quality and variety
2. Deliverables
3. Additional cost savings or revenue generating opportunities
4. Value Add

Bidding System:

- Project Approach & Delivery

SECTION 4

4. APPENDICES

Applicable Documents

- Past Events Held
- Form of Agreement

2024CDE-CS-AR-01-P - Beer Pouring Rights - Event Centre GFL

Opening Date: March 18, 2024 3:00 PM

Closing Date: April 12, 2024 4:00 PM

TOTAL POURING RIGHTS ALLOWANCE

The proponent will provide exclusive pouring rights allowance.

Line Item	Description	$ *
1	Total Exclusive Pouring Rights Allowance for term of the Agreement	

SPONSORSHIP ALLOWANCE AND INCENTIVE PROGRAM PROPOSED

The proponent will outline the nature and amounts of allowances and incentives.

Additional information schedules may be uploaded in the Document Upload section of the Bidding System

Line Item	Description	Response *
1	Proponents to provide an outline detailing the exclusive pouring rights sponsorship allowance and incentive program proposed for the length of the Agreement. Details shall include the nature of the allowances and incentives and how each shall be calculated and applied, as well as the frequency of payment (the city expects a minimum of yearly payments).	

PROJECT APPROACH AND DELIVERY

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Additional information schedules may be uploaded in the Document Upload section of the Bidding System

Line Item	Description	Response *
1	Outline the quality and variety of product offered; Product and Brand recognition in the market place and consistency with consumer preferences in the sports and entertainment environment; A variety of well recognized brands must be available	
2	Describe ability to meet mandatory service requirements (provide confirmation of average locally available capacity)	
3	Identify any additional opportunities for cost saving or revenue generating opportunities to the City to be derived from granting exclusivity of pouring rights not specifically listed in the request; Suggest innovative and efficient ways of doing business	
4	Outline any additional value services which may be beneficial to delivery and completion of the program, including any environmental components that may be applicable	

FORM OF AGREEMENT

A sample Form of Agreement, which will form the basis of any negotiation for the Work is provided in the Documents section of this bid opportunity. Proponents will clearly indicate in the response box below, any condition in the Form of Agreement that is not acceptable and provide alternate wording for the City's Solicitor review and consideration.

If the Form of Agreement is acceptable, proponents will select the check box to opt out of completing the form.

☐ We will not be submitting for FORM OF AGREEMENT

Line Item	Response
1	

PROPONENT CONTACT INFORMATION - COPY

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.

Line Item	Proponent Information	Response *
1	Company's Full Legal Name	
2	Office Address	
3	Contact Name and Title	
4	Contact Phone and Email	
5	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 - COPY

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Line Item	Introduction & Overview *
1	

EXPERIENCE AND REFERENCES

Provide name and contact information for no less than three (3) client references where similar agreements are in place (within the last five (5) years), to illustrate your firm's ability to undertake the work; and provide a quality product in sufficient quantities to meet the requirements of the Event Centre.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Client Reference Name			
2	Contact Information (Phone; Email; Address)			
3	Briefly outline detail of Referenced Project (i.e. how it was delivered, results, satisfaction of client; product quality and sufficient quantities)			

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Identify the key personnel 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

Line Item	Name *	Role *	# Years *	Responsibility *
1				

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.

- Additional information or data (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.		

Addendum #1

Bid Opportunity: 2024CDE-CS-AR-01-P - Beer Pouring Rights - Event Centre GFL

Closing Date: Friday, April 12, 2024 4:00 PM

Question 1:

In section 2.2 background, in the table of Recent Beer Sales under cans are the specialty cans and specialty alternatives supplied by the primary supplier, or are these from a secondary supplier?

Answer 1:

Specialty local providers have access to 15% of can market which translates into approximately 1400 of these product sales.

Question 2:

What is the expectation related to the provision of refrigeration or other equipment? Does the City own the current equipment in the GFL at the beer kiosks. Will this equipment remain?

Answer 2:

Memorial Gardens currently own all equipment that includes refrigeration and kegerators for the facility.

Question 3:

Are sales of Northern Superior in the arena currently categorized as “tall boys”, “specialty cans”, or “specialty alternative”. Please explain which current beverages are included in each category

Answer 3:

Specialty alternative captures local providers that have access to the 15% cap of can sales for local market suppliers.

Question 4:

Does the RFP extend to other city venues such as Roberta Bondar, the downtown plaza, the new twin-pad Community Centre or other?

Answer 4:

2.1 - RFP states (p.10) that it is for the Sault Ste Marie Event Centre.
3.3 – Methodology-Approach & Delivery, also states RFP will entertain additional revenue generating opportunities (p.15).

Question 5:

If Northern Superior were to be chosen as the preferred bidder, who would be considered "various local craft brewers" for the purpose of the 15% permitted to the sold by others?

Answer 5:

Local vendor providers within the community.

Question 6:

Is there an annual target for events to be held at the GFL for each of the "marquee", >1200, under 1200, etc.?

Answer 6:

Targets

>2500+	2 events
<2500-	4 events

Question 7:

Who earns revenue from the Margarita alcohol drinks kiosk in the GFL? Is it included in the numbers shown for the bid?

Answer 7:

City earns revenue on additional spirit sales. Not included in beer sales quantities.

End of Addendum

2024CDE-CS-AR-01-P - Beer Pouring Rights - Event Centre GFL

Opening Date: March 18, 2024 3:00 PM

Closing Date: April 12, 2024 4:00 PM

Vendor Details

Company Name:	Molson Coors Beverage Company
Does your company conduct business under any other name? If yes, please state:	MOLSON CANADA 2005
Address:	330 Ruby Cres Thunder Bay, ON P7G1B1
Contact:	Wes Thom
Email:	wesley.thom@molsoncoors.com
Phone:	807-251-1903
HST#:	856144035 RT0001

Submission Details

Created On:	Monday April 01, 2024 14:52:49
Submitted On:	Thursday April 04, 2024 10:35:04
Submitted By:	Wes Thom
Email:	wesley.thom@molsoncoors.com
Transaction #:	4c02edc1-8dbb-4189-ba39-c307fe6fa382
Submitter's IP Address:	165.225.212.170

TOTAL POURING RIGHTS ALLOWANCE

The proponent will provide exclusive pouring rights allowance.

Line Item	Description	$ *
1	Total Exclusive Pouring Rights Allowance for term of the Agreement	$120,000.0000

SPONSORSHIP ALLOWANCE AND INCENTIVE PROGRAM PROPOSED

The proponent will outline the nature and amounts of allowances and incentives.

Additional information schedules may be uploaded in the Document Upload section of the Bidding System

Line Item	Description	Response *
1	Proponents to provide an outline detailing the exclusive pouring rights sponsorship allowance and incentive program proposed for the length of the Agreement. Details shall include the nature of the allowances and incentives and how each shall be calculated and applied, as well as the frequency of payment (the city expects a minimum of yearly payments).	3 year term for a total of $120k in direct payments ($40k per year). Payments once per year ($40k + HST per payment). NO CUPS supplied by Molson. As per the Canadian government single use plastic ban, Molson will not be producing single use plastic cups in the near future. The previous deal between GFL Arena and Molson had Molson supplying an allowance of plastic cups. We have added $3k/year sponsorship dollars to compensate for the cups that we will no longer be able to supply. Molson to continue to purchase the same rink board @ $5k per year cost. Soo Greyhounds to continue providing Molson with two seats to each Soo Greyhounds home game (season seats).

PROJECT APPROACH AND DELIVERY

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Additional information schedules may be uploaded in the Document Upload section of the Bidding System

Line Item	Description	Response *
1	Outline the quality and variety of product offered; Product and Brand recognition in the market place and consistency with consumer preferences in the sports and entertainment environment; A variety of well recognized brands must be available	Molson Canadian/Coors Light/Coors Original/Miller Lite = Local & World recognized beer brands with global advertising specific to sports & entertainment. Vizzy Hard Seltzer, Simply Spiked Lemonade, Coors Seltzer = RTD options that appeal to both beer drinkers and non beer drinkers alike. Top sellers @ LCBO & Beer Store throughout Ontario.
2	Describe ability to meet mandatory service requirements (provide confirmation of average locally available capacity)	Close communication/auditing of product levels at the Sault Ste Marie Beer Store Distribution Centre (where GFL Arena pulls product from). Any issues that are identified are dealt with and rectified.
3	Identify any additional opportunities for cost saving or revenue generating opportunities to the City to be derived from granting exclusivity of pouring rights not specifically listed in the request; Suggest innovative and efficient ways of doing business	Molson to supply 4 Toronto Maple Leafs regular season game tickets per year of the agreement (2 games x 2 seats per game) for the venue/team to use for raffle/revenue driving activities. Specific games to be agreed upon between the parties.
4	Outline any additional value services which may be beneficial to delivery and completion of the program, including any environmental components that may be applicable	N/A

FORM OF AGREEMENT

A sample Form of Agreement, which will form the basis of any negotiation for the Work is provided in the Documents section of this bid opportunity. Proponents will clearly indicate in the response box below, any condition in the Form of Agreement that is not acceptable and provide alternate wording for the City's Solicitor review and consideration.

If the Form of Agreement is acceptable, proponents will select the check box to opt out of completing the form.

☐ We will not be submitting for FORM OF AGREEMENT

Line Item	Response
1	

PROPONENT CONTACT INFORMATION - COPY

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.

Line Item	Proponent Information	Response *
1	Company's Full Legal Name	Molson Coors Beverage Company
2	Office Address	33 Carlingview Drive. Etobicoke, ON. M9W5E4.
3	Contact Name and Title	Wes Thom - District Sales Manager - Northern Ontario
4	Contact Phone and Email	(807) 251-1903 wesley.thom@molsoncoors.com
5	Name of Company's Authorized Signatory	Daniel Lundberg

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 - COPY

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Line Item	Introduction & Overview *
1	Molson Coors Beverage Company - Brewing beer for over two centuries. Home to many iconic beer brands and a modern beyond beer portfolio (RTD products). Publicly traded on the New York and Canadian Stock Exchange. The company is committed to raising industry standards and leaving a positive imprint on our employees, consumers, communities and the environment.

EXPERIENCE AND REFERENCES

Provide name and contact information for no less than three (3) client references where similar agreements are in place (within the last five (5) years), to illustrate your firm's ability to undertake the work; and provide a quality product in sufficient quantities to meet the requirements of the Event Centre.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Client Reference Name	Dario Zulich	Tom Warden	Mike Griffin
2	Contact Information (Phone; Email; Address)	(705) 688-6327	(807) 474-8333	(416) 451-7400
3	Briefly outline detail of Referenced Project (i.e. how it was delivered, results, satisfaction of client; product quality and sufficient quantities)	Sudbury Wolves/Sudbury Community Arena - exclusive beer & RTD	Lakehead Thunderwolves OUA hockey/Fort William Gardens - exclusive beer & RTD	North Bay Battalion/Memorial Gardens Sports Arena - exclusive beer & RTD

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Identify the key personnel 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

Line Item	Name *	Role *	# Years *	Responsibility *
1	Wes Thom	District Sales Manager - Northern Ontario	9	Manage the distribution of products, agreements with customers within the district and Molson sales reps in Thunder Bay/Sault Ste Marie/Sudbury/Timmins/ North Bay.
2	Jordan Pistor	Sales Representative - Sault Ste Marie	3	Sales/distribution of product from Wawa to Manitoulin Island.

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.

- Additional information or data - 2022 - 2023 Molson Sales @ GFL Arena.docx - Monday April 01, 2024 16:04:00

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. - Wes Thom, District Sales Manager - Northern Ontario , Molson Coors Beverage Company
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-CS-AR-01-P Addendum 1 Thu April 4 2024 10:12 AM	☑	2

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-76

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots in the **Hamilton Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Hamilton Subdivision** was registered in the Land Titles Division on **April 06, 1889 as Plan 58**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Hamilton Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF HAMILTON SUBDIVISION DEEMED NOT REGISTERED**

Part Barton Street and Part Lot 169 Plan 58, Hamilton Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act.* The said lots together are hereby designated an area of subdivision control.

2. **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 give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-76 Deeming By-law Part Barton Street Part Lot 169 Hamilton Subdivision (Marrello).docx

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-77

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Colin's Haulage Inc. for asbestos abatement at James L. McIntyre Centennial Library.

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 May 13, 2024, between the City and Colin's Haulage Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for asbestos abatement at James L. McIntyre Centennial Library.

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 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-77 Asbestos Abatement.docx

James L. McIntyre Centennial Library
50 East St.
Sault Ste. Marie, ON P6A 3C3

REQUEST FOR TENDER

CITY REFERENCE # 2024PWE-ENG-BS-01-T
Main Library Asbestos Abatement

TULLOCH

April 2024
23-0960

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2024PWE-ENG-BS-01-T - Main Library Asbestos Abatement

Opening Date: April 5, 2024 4:00 PM

Closing Date: April 25, 2024 3:00 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.

STIPULATED PRICE

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

Pricing is inclusive of all labour, materials, products, equipment, services, overhead and disbursements as well as Duties and Import Fees (if applicable)

Description	Lump Sum Price *	Contingency Allowance	Total Price
Bid Price for the Work as specified in the Bid Call Documents		$25,000.0000	
		Subtotal:	

SCHEDULE OF ITEMS AND PRICES - BREAKDOWN

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

This Schedule of Items and Prices is intended as a breakdown summary only of the Bid Tender price by item list and item descriptions.

Total must equal total tender Lump Sum Price provided (without Contingency Allowance).

Description	Total Price *
Bonds/Insurance	
Mobilization, Demobilization, and General Requirements	
Setup and Removal of Type III Enclosures	
Removal of ACM Trowelled on Acoustic Ceilings	
Disposal of ACM Trowelled on Acoustic Ceilings	
Clearance Air Sampling (All four work areas)	
Temporary Privacy Hoarding (Installation and Removal)	
Installation of New Drywall Joint Compound Ceiling Finish Over Existing ACM Plaster Finish	
Installation of New Painted Poplar Trim	
Priming and Painting of New Ceiling Finish and New Wood Trim	
Temporary Removal and Re-Installation of Existing Light Fixtures and all other Electrical Fixtures	
Mechanical/Electrical	
Miscellaneous Other	

SCHEDULE OF RATES (as required)

All prices in Canadian Funds, HST Extra

The following schedule of rates will be applicable for work not listed in the Bid Form, only as required and subject to approval(s).

Role	Hourly Rate $
Supervisor/Project Manager	
Foreman	
Labourer	
Electrician	
Plumber	
Welder	

SCHEDULE OF LABOUR RATES (as required)

All prices in Canadian Funds, HST Extra

The following schedule of rates will be applicable for work not listed in the Bid Form, only as required and subject to approval(s).

Role	% Mark-Up *
Percentage (%) mark-up for overhead and profit for additional work done by General Contractor	
Percentage (%) mark-up for overhead and profit for additional work done by Sub-Contractor	

Summary Table

Bid Form	Amount
STIPULATED PRICE	
Subtotal Contract Amount:	

Bid Questions

Substantial Completion: All work will be commenced by _____ [date], 2024 and completed by _____ [date], 2024

ACKNOWLEDGEMENTS - COPY

Acknowledgements requested on this form are to be provided by the Tenderer

Line Item	Acknowledgements	Agreement *
1	I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act	○ Yes ○ No

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.

TENDERER'S EXPERIENCE IN SIMILAR WORK

For tenderer's own forces, provide a list of projects completed involving work of similar size and scope of this project and completed within the last five (5) years.

Line Item	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *	
1					*
2					*
3					*

TENDERER'S SENIOR STAFF

Provide list of all Tenderer's senior staff to be employed on this contract

Line Item	Name *	Position with Firm *	Experience & Qualifications *	
1				*

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

It is the responsibility of the successful Contractor that its Subcontractors comply with the requirements of the City's Contractor Pre-Qualification Program

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

LIST OF SUBCONTRACTORS

Provide full list (with addresses) of all subcontractors proposed to use on the project.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Division of Work *	Name of Subcontractor *	Address *	Email *
1				

SUBCONTRACTOR'S SENIOR STAFF

Provide list of all Subcontractor's senior staff to be employed on this contract

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Subcontractor *	Staff Name *	Position with Firm *	Experience & Qualifications *
1				

SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Provide a list of projects completed involving work similar to this contract, for subcontractor's forces

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Subcontractor *	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *
1					

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.

BONDING UPLOAD SECTION

The Bid Deposit and Agreement to Bond meeting the requirements specified herein shall be included in the submission.

- **Digital (electronically verifiable) format is preferred;** or alternatively
- Scanned copy may be provided. **However**, where scanned copy is provided, the original Tender Deposit and Agreement to Bond shall be delivered in Hard Copy to the City of Sault Ste. Marie prior to the close date and time at the following address

City of Sault Ste. Marie
Attn: City Clerk
Civic Centre
4th Floor, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Canada

Tender Deposit required in the amount of **10% of the Tender Price**

Agreement to Bond (surety) required for a Contract **Material and Labour** Payment Bond **for 50%** of the amount of the tender; and a Contract **Performance** Bond **for 100%** of the amount of the tender.

- Tender Deposit (Bid Bond) * (mandatory)
- Agreement to Bond (Surety) * (mandatory)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

I/We the undersigned, having carefully examined the site of the works, all matters referred to in the Instructions to Bidders, and all of the contract documents, hereby tender and agree to provide all labour, plant and materials necessary for the complete execution of the work under this contract in the locations and manner set out in the contract documents, and addendum(s) to the satisfaction of the Owner/Engineer, at the unit prices as set out in the schedule(s) of tender prices.

This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

We agree that the final valuation will be made on the basis of actual Quantities as determined by the Owner/Engineer and at the prices as set out in the Tender Prices.

If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call document(s) within time period(s) stated after notification of Award.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☐ 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.		

1. DEFINITIONS

The words "City" or "Corporation or Owner" means the Corporation of the City of Sault Ste. Marie.

The words "Engineer", "Consultant" or "Contract Administrator" are interchangeable and shall be understood as referring to Tulloch Engineering Inc.

The word "Contract" means the agreement to do the work entered into with the Corporation, the general conditions, the specifications, the drawings and other documents referred to or connected with the said contract.

2. DELIVERY AND OPENING OF TENDER

Submissions for this Tender will be accepted in electronic format by the Bidding System until **Thursday, April 25, 2024 at 3:00 p.m**. local time (Eastern).

Electronic Submissions

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid 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 Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Bidders 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 Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca

Late Bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

Opening of the Tender

Opening of the tender will be held after closing time and date and unofficial bid results will be available publicly, posted within the Bidding System.

3. INFORMAL TENDERS

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly filled in; otherwise, the tender may be declared informal. Persons tendering are required to fill in all blanks.

4. TENDER DOCUMENTS

Each tender shall be in accordance with the Contract Documents and shall include information outlined within submission requirements.

5. PRICES SUBMITTED

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment, materials, utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted there from which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

6. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the City. The current General Conditions apply to this contract.

7. DISCREPANCIES

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if the Tenderer is in doubt as to their meaning, the Tenderer shall make enquiry through the Bidding System.

8. SUBMITTING QUESTIONS AND RECEIVING ADDENDUMS

Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity.

Bidders 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 Bidder to review all Addenda that are issued. Bidders should check online at https://saultstemarie.bidsandtenders.ca prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

In the event that a Bidder submits their bid prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to **“Incomplete”**. The Bidder is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Bid is received by the Bidding System no later than the stated bid closing time and date.

9. EXAMINATION OF SITE

The Tenderer shall visit the site of the work before submitting the tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

10. TENDER PARTS

The division of the Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders will not be accepted.

11. HARMONIZED SALES TAX

HST is extra to tendered pricing and shall not be included in the Total Tender Amount.

12. TENDER DEPOSIT

Each tender shall be accompanied with a tender deposit in the form of a bid bond, certified cheque, money order, or bank draft payable to the Corporation of the City of Sault Ste. Marie in the amount equal to **10% of the Total Tender Price**.

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds (Section 13), insurance documents and a Workers' Compensation Board Clearance Certificate within seven (7) days of being notified of the award and start work as specified. The security will be forfeited to the Corporation if the accepted Tenderer fails to enter into the formal contract within the specified time.

The tender deposit of all Tenderers will be retained until a tender has been accepted and the contract properly executed.

13. BONDS

The successful Contractor shall be required to furnish a Contract Material and Labour Payment Bond for 50% of the amount of the tender and a Contract Performance Bond for 100% of the amount of the tender, issued by an approved Surety Company. Such bonds shall be approved by and be acceptable to the Corporation and must be furnished when the Contractor signs the contract.

14. AGREEMENT TO BOND

Each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Material and Labour Payment Bond and the required Contract Performance Bond.

15. WORKPLACE SAFETY & INSURANCE BOARD

The Successful Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Act Holdback.

16. SUBCONTRACTORS

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors they propose to use on the project. Subcontractors not listed at time of tender opening will be considered hired equipment. This list is to be submitted in the Tender Documents.

17. TENDER'S & SUBCONTRACTOR'S SENIOR STAFF

The Tenderer shall submit with his tender a list of all senior staff to be employed on this contract, including those of the subcontractor. The information to be submitted in the Tender Documents.

18. TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor. The information to be submitted in the Tender Documents.

19. OCCUPATIONAL HEALTH AND SAFETY ACT

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be the Constructor on the site and will undertake the project for the owner. The Constructor shall ensure that the requirements of the OHSA and its Regulations are carried out on the project and the health and safety of all workers on the site is protected.

The Contractor for the project is the successful Tenderer for the project and will be the Constructor for the project.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor agrees to indemnify the Corporation for any costs incurred by it for on site health and safety violations, except those for which the City is directly responsible for.

20. TENDER LEFT OPEN

The Tenderer shall keep their tender open for acceptance for sixty (60) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

21. PROGRESSION OF WORK AND COMPLETION DATE

The Contractor shall start work on this job within ten (10) days of receiving written notification from the Engineer to proceed and shall continuously work in an orderly manner to prevent the least amount of delay, to completion. The time for completion, detours and sequence of operations, shall be specified in the Special Provisions contained herein.

22. CONTRACTOR'S WORK FORCE

The Contractor shall provide and furnish all manner of labour, materials, apparatus, scaffolding, utensils, and cartage of every description necessary for the due performance of the work and render all due and sufficient facilities to the Engineer for the proper inspection of the work. The Engineer may require the contractor to dismiss any worker(s) who may be incompetent, uncivil, or abusive: the worker(s) and contractor only being admitted to the grounds for the purpose of proper execution of the work.

23. RIGHT OF CITY

The City reserves the right to accept or reject any and all tenders and the lowest tender will not necessarily be accepted.

The City shall not accept any inconsistency in the Unit Prices bid for various items.

The City reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

24. SCHEDULE AND HOURS OF WORK

Hours of work are as outlined within Section 01 005 – General Requirements. Any additional expenses, including overtime, to meet this schedule and completion date will be the responsibility of the Contractor and is to be included in the Contractor’s Tender Price.

25. TENDER CONFIDENTIALITY

The City of Sault Ste. Marie will consider all tenders as confidential, subject to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act*. The names of the tenderers and the total amount of the tenders will be made available to the public. However, unit prices will not be made available to the public unless required to do so by the Information and Privacy Commission.

26. WITHDRAWAL PROCEDURES

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

The Bid Deposit shall be forfeited to the Corporation when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

27. SUBSTITUTIONS

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer, of a substitute item of supply.

28. CONTRACTOR PRE-QUALIFICATION

The successful Bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract 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 may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to s.olar@cityssm.on.ca. 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.

29. MATHEMATICAL ERRORS

In the event of mathematical error found in the pricing page, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

30. AWARD OF TENDER

The award of the Tender is subject to approval of City of Sault Ste. Marie Council. Once approved, the successful bidder must sign the form of agreement with the City of Sault Ste. Marie, the attached schedule and provide any other post-bid submissions.

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 General Description of Work

.1 The work includes, but is not limited to, the following:

- Apply, obtain and pay for all required applications, permits and inspections (The contractor is required to obtain a Municipal Building Permit at the contractor's cost).
- Mobilize to site;
- Provide and install construction safety barriers, and signage as required.
- Complete all work in accordance with the Contract drawings, including, but not limited to:
  - removals as indicated.
  - Installation of type 3 hoarding and construction hoarding.
  - abatement of asbestos containing troweled on acoustic finish from the four corners of the main floor of the library using type 3 asbestos abatement precautions (acoustic finish installed over asbestos containing plaster).
  - air clearance testing of each separate asbestos enclosure.
  - installation of two coats of drywall joint compound over the remaining asbestos containing plaster finish.
  - finishing of new drywall joint compound ceiling finish completed with two coats of primer and two coats of white latex ceiling paint.
  - supply and installation of new painted poplar trim around all perimeter walls (wall to ceiling trim).
- Clean up and removal from site of all surplus material.
- Demobilization from site.

.2 For a complete description of the work, refer to the drawings and specifications.

1.2 Site Location

.1 The project is located at:

50 East Street, Sault Ste. Marie, ON P6A 3C3

1.3 Closing Date

.1 The tender closing date is **April 25, 2024, at 3:00:00 PM.** No tender will be received after this time.

1.4 Mandatory Site Visit

.1 A mandatory site visit is being held for this project. The site visit will take place on **Thursday, April 18th, 2024 @1:00pm**.

1.5 Inquiries

.1 Inquiries can be made through the bidding system as outlined in Instructions to Bidders Item 8.

.2 Inquiries shall be submitted not less than three (3) working days prior to tender closing. Responses will be issued via Addendum to all eligible bidders.

.3 Addenda will be issued in all cases where questions result in changes or clarification of the Tender documents.

1.6 Start and Completion Dates

.1 The work is to commence on or before May 30, 2024. The Contractor is to schedule the work to be totally complete on June 28, 2024

1.7 Examination of Site and Specifications

.1 Before submitting a tender, the bidder must carefully examine the site of the proposed work, evaluate the existing conditions and limitations, and include the amounts in the tender to cover the cost of all items required to be done to fulfill the contract.

.2 The bidders must report any discrepancy between site conditions and the specifications or drawings, errors, or omissions, through bidding system to TULLOCH Engineering, not less than five (5) working days prior to the tender closing. This does not include hidden site conditions.

.3 Before submitting a bid, visit the site and familiarize yourself with all existing physical, logistical, and administrative conditions. Examine the Place of the Work to full ascertain existing conditions, circumstances and limitations affecting the Work. No allowances will be made for additional costs for any conditions known, unknown or

implied or arising out of the bidder's failure to investigate and properly examine the Place of the Work.

.4 Examine the Specifications and Drawings, and notify the Consultant, before submitting your Bid, of any errors or discrepancies. After signing the Contract, the Contractor will take full responsibility for execution and performance of the Work, and as required by the warranty specified herein.

.5 Any drawings that may have been included showing dimensions are for general information only. Bidders shall obtain or check all measurements or dimensions of the Place of Work as may be necessary.

.6 Give written notification, accompanying the completed Bid, of all existing conditions that are unsuitable for the Work of this Contract.

.7 No claims for extra payment shall be made for extra work made necessary by, or for difficulties encountered due to, conditions of the site that were visible upon, or reasonably inferable from, an examination of the site at the time before Bid closing date. Failure to visit the site, and to examine the site and Bid Documents shall be deemed a waiver of all claims for extra payment due to any condition. existing before Bid closing date. Commencement of Work will signify that the Contractor accepts all previous work and conditions as suitable for Work of this Contract.

.8 Subcontractors shall be responsible for obtaining information from the site and Bid Documents affecting their work.

1.8 Right to Reject

.1 The lowest or any Tender will not necessarily be accepted, and the right to reject any or all Tenders, or to accept the Tenders(s) judged as most satisfactory, is expressly reserved by the Corporation of the City of Sault Ste. Marie

1.9 Confidentiality

.1 The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The Act gives persons a right to access to information held by the municipality. This right of access is subject to the exemptions contained in the Act.

1.10 Tender Submission Requirements

.1 Submissions can be made through the bidding system as outlined in Instructions to Bidders and Bid Document instructions.

Note: CCDC2-2020 Stipulated Price Contract has been included as part of the tender package. No portion of this contract is required to be completed by the tenderer as part of the tender submission.

1.11 Taxes, Duties & Permits

.1 All tenders must make provisions to cover the full cost of Federal, Provincial, and Municipal taxes, permits (including the building permit) and fees with the exception that the Harmonized Sales Taxes are to be excluded from the bid price.

.2 Tendered Prices are in Canadian Funds.

.3 Duties and Import Fees (if applicable) are included in the Tendered Prices.

1.12 Award of Contract

.1 The following criteria will be used to evaluate the tender:

- Stipulated price
- Completeness of tender submission

.2 The lowest or any tender will not necessarily be accepted.

.3 The Owner has up to **sixty (60) days** after the closing date to notify the Bidder that his tender has been accepted. The start date and completion date will be adjusted accordingly.

.4 The contract/bid will be deemed to be awarded on the date that the Owner advises the bidder in writing of such award.

.5 If there are any discrepancies in the Bid Form submitted by the bidder, between any amount shown in writing and in figures, the owner may choose to accept the amount shown in writing or to reject the bid.

.6 If a contract is awarded, the following documents will all form part of the Contract:

- Tender Submission Form
- Schedule of Items and Prices
- Drawings, Details, and Sketches
- Specifications
- Addenda

.7 The successful Tenderer will be required to execute a CCDC 2 Contract with the Owner within 7 days of being presented with the contract documents and abide by its general conditions.

1.13 Acceptance or Rejection of Tenders

.1 The Owner may not, at their discretion, consider a tender that is:

a) Not received at the address given in the invitation to tender, within the time prescribed therein; or

b) Not properly signed and sealed.

c) Submitted without a Certified Cheque/Bid Bond

d) Submitted without an Agreement to Bond/Surety's Consent

e) Letter of Credit (if submitting certified cheque in lieu of labour and materials and performance bond)

.2 The Owner has the unqualified right to accept or reject any tender without giving any reasons for any such action.

.3 The Owner is not obliged to accept any tender, because it is the lowest tender submitted.

.4 The Owner has the unqualified right to:

Award the Contract to the bidder that, in the Owner's sole discretion, provides the best value to the Owner based on the criteria described in the Bid Documents including, but not limited to, a bidder's:

a) Base Bid

b) Review of Bid breakdown. Front end loaded bids may be rejected;

c) Base Bid as adjusted by the Owner pursuant to the Bid Documents;

d) Record for quality of construction;

e) Financial strength;

f) Availability/capacity and stability;

g) Past experience with the Owner;

h) Construction schedule including start and finish dates (i.e., Substantial Performance of the Work).

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

GENERAL INSTRUCTIONS

PART 1 – GENERAL

1.1 Initial On-Site Meeting

.1 The Contractor will be notified by the Consultant as to the time and place of the Initial On-Site Meeting.

.2 The Consultant will review the extent of the work with the Contractor and determine responsibilities, schedules, and sequence of activities.

1.2 Co-operation

.1 The Contractor will co-operate with the Owner and Consultant and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

1.3 Supervision and Workmanship

.1 The Contractor will perform the work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent foreman who remains in charge full time until the work is completed.

1.4 Use of Site Facilities

.1 The Contractor will furnish all labour, materials, equipment, transportation, storage of tools, trucks and any other incidentals required to perform the work.

.2 Parking: Arrangements for the worker's parking shall be approved by the Owner.

.3 Existing sanitary services are not available. The Contractor is responsible for providing and maintaining sanitary services for the duration of the project.

.4 The Contractor shall assume all liability for and be responsible for loss or damage to their materials or equipment and for any materials delivered to him from whatever source to the site of the work.

.5 Water and electric power are available for use.

.6 The Contractor shall limit areas for work and storage as directed on site by the Consultant or Owner.

.7 The Contractor shall not obstruct entrances or fire exists. The Contractor shall maintain free access route for ambulance, fire, and garbage trucks.

.8 The Client in coordination with the Consultant will provide an area within the parking lot for materials storage and lay down. Services to any site trailers located within this storage area are the responsibility of the Contractor. Security of the storage area is the responsibility of the Contractor. The storage area shall be maintained in a neat and orderly condition.

1.5 Clean-up and Restoration

.1 Keep site free from accumulation of dirt and debris resulting from the Work and clean up at the close of each day or more often to the satisfaction of the Owner.

.2 The location of garbage containers is subject to approval by the Owner. The Contractor shall relocate garbage containers upon request by the Owner. Garbage containers are to be secured with a locked cover at the end of each workday and shall be removed from the site when full.

.3 Repair all site elements having been damaged during the course of the work and replace all elements damaged beyond repair to the complete satisfaction of the Owner.

.4 Clean interior areas prior to start of finish work and maintain areas free of dust and other contaminants during finishing operations.

.6 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

.7 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

.8 Clean all areas prior to Substantial Inspection.

.9 Remove waste products and debris other than that caused by Owner, other Contractors, or their employees, and leave Work clean and suitable for occupancy.

.10 Prior to final review, remove surplus products, tools, construction machinery and equipment.

.11 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.

.12 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, and floors and ceilings.

.13 Clean lighting reflectors, lenses, and other lighting surfaces.

.14 Vacuum clean and dust building interiors, behind grilles, louvres, and screens.

.15 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.

.16 Clean equipment and fixtures to a sanitary condition; clean or replace filters of mechanical equipment.

.17 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

.18 Refer to the drawings for additional requirements.

1.6 Hours of Work

.1 Work will be carried out between the hours of 9:00 PM and 8:00 AM, Monday through Thursday, 6:00 PM to 8:00 AM, Friday and Saturday, and 5:00 PM to 8:00 AM on Sundays, with special provisions for the following:

GC 3.12 - USE OF THE WORK
a) Add the following new Article to GC 3.12:
3.12.3 The Contractor may be requested, from time to time, to suspend noisy or otherwise objectionable operations during certain functions, should such operations cause undue interference with said functions. The Contractor shall be expected to extend the fullest co-operation in this regard.

3.12.4 The Owner shall occupy the premises during the entire construction period. It is the Contractor's responsibility to maintain all services to the entire building and site at all times unless specific agreement is made otherwise. The occupants of the buildings and site must be able to continue to use the premises in a safe, secure, and efficient manner.

.2 The Contractor may be allowed to work extended, or weekend hours provided approval is given in writing by the Owner. Written requests for changes to work hours must be submitted in writing a minimum of 48 hours in advance.

1.7 Protection

.1 The Contractor shall provide adequate protection to public and property until the Owner accepts the work.

.2 Execute the work to minimize interference to occupants and personal effects. Provide and maintain all necessary and proper temporary shoring, protection and warning signs at all areas which may be dangerous to the public from falling debris or other causes.

.3 Erect temporary fences, barriers, overhead protection, and other protection that may be required during the work by the Owner and/or Municipal and Provincial Authorities.

.4 Protect existing building elements (on site and off site) from any damages resulting from performing work of this Contract. Any damages to be repaired without cost to the Owner.

.5 Protect and be responsible for all new finished and unfinished work which is expenses and susceptible to vandalism or theft.

1.8 Final Clean-Up

.1 The Contractor will clean all new materials and areas of work to the satisfaction of the Owner and Consultant.

.2 The Contractor shall clean the site, and all affected areas of the building, to the satisfaction of the consultant.

.3 The Contractor shall make good all areas of the work site damaged by construction, including but not limited to grass, gardens, asphalt, walkways, etc.

1.9 Fire Protection

.1 The Contractor will take all necessary precautions to prevent the possibility of fire, especially when working with combustible adhesive and/or flammable solvents.

.2 The Contractor will at all times supply a portable fire extinguisher when working with combustible adhesives and/or flammable solvents.

.3 The Contractor will ensure that all rags and waste containing oil, grease or other flammable materials will be removed at the end of each working day.

1.10 Work Schedule and Records

.1 Provide schedule after contract award, in form acceptable to the Consultant, identifying activities and showing progress stages and final completion of Work. Provide updated schedules during the course of work.

.2 Carry out the Work in a continuous and logical manner.

.3 Keep accurate detailed records of all Work performed and keep copies of records at site for inspection by Consultant upon request. This also includes all items of repairs where a unit price has been submitted.

1.11 Quality Control

.1 Work shall be done by an established contractor with proven satisfactory experience and who has skilled tradesmen thoroughly trained and competent in carrying out the specified work. Additional requirements are specified in the individual Specification Sections where applicable.

.2 Where required by manufacturer of speciality products, only contractors approved as applicators shall be utilized.

.3 Provide one person who shall be present at all times during the execution of the work who shall be thoroughly familiar with the proper materials and methods of work and who shall direct all work performed.

.4 Provide access to the work for the Consultant at all times.

.5 Give timely notice requesting inspection if work is designated for special tests, inspections, or approvals by the Consultant.

.6 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approval before such is made, uncover such work, have inspections or tests satisfactorily completed and make good such work.

.7 Notify the Consultant of unexpected conditions immediately upon discovery.

.8 Maintain at the job site one copy of each of the following:

.1 Specifications and Contract Drawing
.2 Addenda
.3 Change Orders or other modifications to Contract
.4 Manufacturer's installations and application instructions for materials.

END OF SECTION

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

SUPPLEMENTARY GENERAL CONDITIONS TO CCDC2-2020

PART 1 – GENERAL CONDITIONS

1.1 Definitions

.1 Whenever any of the following words or phrases are used in the Contract, they have the meanings respectively attributed to them as follows:

.1 "Building Code" - means the applicable Ontario Building Code, latest edition.

.2 "as specified" - means as specified elsewhere in the specification.

.3 "Approved Equivalent" - means a material or product that has been reviewed and approved by the Consultant as to having similar properties and fulfilling similar functions to the specified item.

.4 “Tender” – means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders.

.5 “Access” – for the purpose of GC 2.3.1, the Contractor shall provide sufficient labour force to operate access equipment safely and properly.

.6 “Client” - means The City of Sault Ste. Marie

.2 Whenever the words "shall" or "will" are used in the Contract they have the meanings attributed to them in the provincial interpretation act.

.3 Whenever words which have well known technical, or trade meanings are used in the Contract they are used in accordance with such recognized meanings.

1.2 Bid Security

.1 All bidders shall provide at their own cost, bid security in favour of the Owner in the form of a Bid Bond or Certified Cheque in the amount of 10% of the tendered price, issued by a chartered bank or credit union. Cheque shall be payable to The City of Sault Ste. Marie.

.2 If the bidder’s tender is accepted and the bidder fails to meet the requirements of the Request for Tender, the Owner at its sole option shall have the right to use the certified cheque towards damages.

.3 If using a Bid Bond – endorse Bid Bond in the name of the Owner, as obligee, signed and sealed by the principal Contractor and Surety. The Agreement to Bond or Consent of Surety shall be duly signed and sealed by a recognized surety company

lawfully conducting business in the Province of Ontario and shall be on a form acceptable to the Owner.

1.3 Bonding

1.3.1 Performance

With reference to GC 11.1.2:

.1 The successful Contractor shall provide at its own cost a performance security in favour of the Owner in order to secure the due and faithful performance of the Contract.

.2 Include the cost to provide the performance security in the Tender Amount.

.3 Such performance security will be in one of the following forms:

a) Performance Bond equal to 100% of the total tendered price.

I. Tender submissions shall include an Agreement to Bond (Surety's Consent) signed and sealed by the Bidder's surety, stating that surety is willing to supply Performance Bond as described above.

II. Performance bond is to be provided within seven (7) days of tender award, after receiving notification of acceptance of the quotation from the owner, (Letter of Intent) or forfeit the amount of the Bid Bond enclosed with the tender.

III. Security deposit (Bid Bond) will be returned after delivery to the Owner of required Performance Bond by the accepted Tenderer.

b) A certified cheque equal to 100% of the total tendered price

I. This shall be in addition to the Bid Security equal to 10% of the tendered price as submitted with the tender.

II. Certified cheques shall be issued by a chartered bank or credit union.

III. Cheque shall be payable to The City of Sault Ste. Marie.

IV. The certified cheques shall be retained by the Owner for the full duration of the project. At such time that the work has been completed and the final payment has been made, the owner shall return the certified cheques to the contractor.

1.3.2 Labour and Materials

With reference to GC 11.1.2:

.1 The successful Contractor shall provide at its own cost a labour and materials security in favour of the Owner in order to secure the due and faithful execution of the Contract.

.2 Include the cost to provide the labour and materials security in the Tender Amount.

.3 Such labour and materials security will be in one of the following forms:

a) Labour and Materials Bond equal to 50% of the total tendered price.

I. Tender submissions shall include an Agreement to Bond (Surety's Consent) signed and sealed by the Bidder's surety, stating that surety is willing to supply a Labour and Materials Bond as described above.

II. Labour and Materials Bond is to be provided within seven (7) days of tender award, after receiving notification of acceptance of the quotation from the owner, (Letter of Intent) or forfeit the amount of the Bid Bond enclosed with the tender.

III. Security deposit (Bid Bond) will be returned after delivery to the Owner of required Performance Bond by the accepted Tenderer.

b) A certified cheque equal to 50% of the total tendered price

I. This shall be in addition to the Bid Security equal to 10% of the tendered price as submitted with the tender.

II. Certified cheques shall be issued by a chartered bank or credit union.

III. Cheque shall be payable to The City of Sault Ste. Marie.

IV. The certified cheques shall be retained by the Owner for the full duration of the project. At such time that the work has been completed and the final payment has been made, the owner shall return the certified cheques to the contractor

.4 Bid security, Performance security and Labour and Materials security shall be in the same format (i.e. in the form of a bond or certified cheque).

.5 If the Contractor fails to meet the requirements of this item within the time stipulated by the award letter, the Owner at its sole option shall have the right to terminate the Contract and use the Bid Bond or certified cheque towards damages.

1.4 Insurance

.1 Contractor must keep in force for the duration of the Contract Public Liability and Property Damage Insurance in accordance with GC 11.1. Without limiting the foregoing, such Insurance Coverage must include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Sub-contractors. Submit proof of same in the form of an Insurance Certificate. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.

.2 If the Contactor fails to meet these requirements within the time stipulated by the award letter, the Owner retains the right to terminate the Contract and use the bid security toward damages.

.3 The City of Sault Ste. Marie, and TULLOCH Engineering Inc., shall be named as additional insured under all insurance policies which shall protect The Client against all claims for all damage or injury including death to any person or persons and for damage to any property of The Client or any other public or private property resulting from or arising out of any act or omission on the part of the Vendor or any of their servants or agents, including sub-contractors.

1.5 Workers' Compensation

.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province of Ontario with respect to Workers' Compensation, including payments due thereunder.

.2 At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by themselves and their Subcontractors.

1.6 Health & Safety

.1 Any work performed by a supplier for the City of Sault Ste. Marie must be done according to the Occupational Health and Safety Act and City Safety Policies. A supplier performing work for the City of Sault Ste. Marie will ensure that any employees working on the project performs work safely including use of Personal Protective Equipment (PPE). **The successful bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. Preference may be given to Bidders who have complied with, or are the process of complying with, this requirement prior to submitting their bid. Details regarding compliance with this requirement may be obtained by contacting Shelley Olar, Risk Manager, at 705-759-5768 or s.olar@cityssm.on.ca.**

Supplier must provide all safety equipment to perform the required work. Personal Protective Equipment (PPE) must be used as required and be maintained in a safe working condition.

Failure to comply with the requirements of this Program will result in loss of the contract.

.2 It is the responsibility of the successful bidder to ensure that ALL subcontractors employed during the commission of work on this contract have also complied with the requirements of the City's Contractor Pre-Qualification Programs prior to starting onsite work.

1.7 Environmental

.1 A Designated Substance and Hazardous Materials Survey will be provided in an addendum after the Tender is released.

1.8 Sub-contractors

.1 The Contractor is to provide to the Owner a complete and firm list of names and addresses of Sub-contractors whom they will use for the Work of this Contract.

.2 The owner may, for reasonable cause, object to the use of a proposed sub-Contractor and require the Contractor to employ one of the other Sub-Contractor bidders.

.3 The Contractor will:

.1 require their Subcontractors to perform their Work in accordance with the subject to the terms and conditions of the Contract;

.2 and, be as fully responsible to the Owner for acts and omissions of their Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them. The Contractor therefore agrees that they will incorporate all the terms and conditions of the Contract Documents into all Sub-contract Agreements.

.4 Nothing contained in the Contract Documents will create a contractual relationship between a Sub-contractor and the Owner.

1.9 Ontario Labour Conditions and Construction Lien Claims

.1 The Contractor will employ only persons who are fully qualified to perform the work required. The Contractor will comply with all Provincial Government statutes and regulations governing contract hours and wages, construction liens, and employment standards.

GC13.1 - CONSTRUCTION LIENS

Add GC13.1 CONSTRUCTION LIENS as follows:
13.1 In the event that any construction lien is registered against the *Project* by or through a *Subcontractor* or *Supplier*, the *Contractor* shall promptly, at its own expense, post the security necessary to vacate or discharge such lien, as the case may be, and shall take all steps necessary to protect the interests of the *Owner*. The

Contractor's obligations in this regard shall include but not be limited to providing a defence to the *Owner* in any lien action commenced and to indemnifying and holding the *Owner* harmless in every respect in the event that any such lien results in liability to the *Owner*.

13.3.2 The Contractor shall cause every Subcontractor and Supplier engaged in the performance of the Work to discharge all liabilities incurred by them for labour, materials, services and Products used or reasonably required for use in the performance of the Work. Workmen employed by a Subcontractor or Supplier shall be paid in full at intervals not less frequently than required by the governing law and all liabilities of the Subcontractors and Suppliers shall be discharged on the date upon which each becomes due. At the request of the Owner, the Contractor shall furnish the Owner with satisfactory evidence that its liabilities and those of its Subcontractors and Suppliers have been discharged.

1.10 Precedence of Documents

.1 The documents forming the Contract are complementary, and what is required by anyone will be as binding as if required by all.

.2 Words and abbreviations which have well known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

.3 In the event of conflict between Documents, the following priorities shall apply:
- .1 Documents of later date will govern.
- .2 Figured dimensions shown on the drawings will govern even though they may differ from scaled dimensions.
- .3 Drawings of larger scale will govern over those of smaller scale of the same date.
- .4 Specifications will govern over drawings.
- .5 Supplementary General Conditions shall govern over General Conditions.
- .6 The General Conditions shall govern over specifications, other than the Supplementary General Conditions.

1.11 Materials and Workmanship - Acceptability

.1 The Contractor shall ensure that all materials, products, systems, or services are new and listed in The Canadian Construction Materials Centre publication "Listings or Evaluation Reports".

.2 The Contractor shall give preference to materials, products, systems or services of Canadian origin and manufacture.

.3 The Contractor shall ensure that all work is performed by competent tradesmen, skilled in the particular trade. Only first-class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.

.4 The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of the Consultant.

.5 If in the opinion of the Consultant it is not expedient to correct defective work or work not done in accordance with the Contract, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Owner.

1.12 Equivalents

.1 Applications for approval for materials or methods proposed as equivalent to those specified must be received by the Consultant no later than three (3) working days before tender closing date. Approval, if given, will be not less than two (2) working days prior to tender closing date.

.2 Request approvals in writing, and in duplicate.

.3 Approval of materials or methods as equivalents applies to this Contract only, and does not necessarily mean approval for future Contracts, not that the other material or methods may not be used as directed by the Consultant, at and time after tender is accepted, without corresponding change in cost.

.4 All known Bidders will be notified of materials or methods which are deemed by the Consultant as being equivalent to materials or methods specified.

.5 Tenders must be based on specified items, or approved equivalents.

.6 Immediately on request, Tenderer or Contractor shall supply a detailed list of equivalents on which their Tender is based.

1.13 Alternates

.1 An application must be submitted to the Consultant for approval for all materials or methods proposed as an alternate to those specified, following the same procedure as for equivalents.

.2 After written approval is obtained, submit separate price with Tender, as an addition to or deduction from tendered price, for each alternate.

.3 Suppliers and Sub-contractors submitting alternates must state with price submission that the price covers an approved alternate.

.4 Tenderers must ensure, before submission, that all alternates offered cover all changes necessary in other work under this Contract to properly accommodate the alternate and form a complete and finished job.

1.14 Deviations

.1 The Contractor will not make any deviations from the drawings and specifications without prior written consent form the Consultant. Unauthorized deviations are to be corrected at the Contractor's expense.

1.15 Changes in Work

.1 The Owner shall have the right, without invalidating the Contract, to make changes by altering, adding to, or deducting from the Work, with the Contract Price and the completion date being adjusted accordingly.

.2 No additional work shall be done or other changes to the Contract made without receiving prior written authority from the Owner.

GC 6.1 - CHANGES
Amend subparagraph 6.1.1.1. after “additions, deletions…” by adding “changes in the estimated quantities,”

Add the following Articles to GC 6.1:
6.1.3 No work in addition to the estimated quantities is to be performed without approval from the *Owner* and issuance of a written *Change Order*, *Change Directive*, or other instruction. The quantities shown in the Bid Form for unit price items are estimated. The final *Contract Price* shall be adjusted to reflect the actual quantities that are incorporated in, or made necessary by the *Work*, as confirmed by count and measurement. The final cost for unit price items will be based on the actual quantities and the unit prices quoted in the Bid Form.

6.1.4 Where an adjustment to the Contract Price resulting from a *Change Order* or *Change Directive* is to be made on the basis of the actual cost of the change in the *Work*, the cost adjustment will be based on the following.

6.1.5 *The Contractor* shall be permitted to Charge a maximum 10% overhead and 5% Profit on all additional work.

1.16 Valuations of Changes in Work

.1 The Owner shall determine the method of valuation of any changes in the Work by any one or more of the following methods:

a) by estimate and acceptance in a lump sum;

b) by unit price;

c) by cost and percentage or by cost and a fixed fee.

.2 In cases of an addition to the Work to be paid for pursuant to clause 1.14.1, the Contractor shall certify the amount including a sum not to exceed the values as indicated in Part B of the Schedule of Items and Prices and keep and present to the Owner, in such form as the Owner may direct, a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers.

1.17 Cash Allowances

Article GC 4.1 – Cash Allowances

(1) Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant's direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the Work under all cash allowances exceeds the total amount of all cash allowances shall the Contractor be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.

(2) Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount.

(3) Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7.

4.1.7. The Contractor shall prepare a schedule that shows when the Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the work.

(4) Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

(5) At the discretion of the owner, any expenditure utilized in this project may be taken from one, or all, of these allowances.

1.18 Samples of Materials, Testing of Materials

.1 The Contractor shall furnish for approval of the Owner, or whom the Owner designates, such samples of materials, tests and designs as required. The Work must be in accordance with the approved samples, tests and designs.

.2 The Contractor shall pay all costs for such samples and tests required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.

.3 Product data:

Submit duplicate copies of manufacturer's Product data in accordance with Section 01330 indicating:

- Performance criteria, compliance with appropriate reference standard(s), characteristics, and limitations.
- Product transportation, storage, handling and installation requirements.

.4 Shop drawings:

a) Add the following sentence to the end of paragraph 3.10.6:

This review shall not mean that the *Consultant* approves the detailed design inherent in the *Shop Drawings*, responsibility for which shall remain with the *Contractor* submitting same and such review shall;

b) Delete paragraph 3.10.12 and replace it with the following:

The *Consultant* will review and return shop *Drawings* and submittals in accordance with the schedule agreed up in 3.10.3, or, in the absence of such schedule, within 10 working days. If, for any reason, the *Consultant* cannot process them within the agreed upon schedule, the *Consultant* shall notify the *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. The *Contractor* shall update the Shop *Drawings* and submittals schedule to correspond to changes in the construction schedule.

c) Add the following new Article to GC 3.10:

3.10.13 The *Contractor* is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication and installation and for co-ordination of the work of all sub-trades.

d) Submit shop drawings in accordance with Section 01330.

e) Submit following for each type of cover assembly and joint condition:

Elevations, sections, lengths, details, materials, dimensions, gauges, anchoring and fasteners, accessories, seals, finishes and relationship to adjacent construction.

.5 Samples:

- Provide physical samples (minimum 300mm x 300mm) for all materials requiring colour selection or approval.

.6 Mock-ups:

- Prepare mock-ups for all items noted on the drawings, specifically requested in specifications. Include for Work of all Sections required to provide mock-ups.

- Construct in all locations acceptable to Consultant, not as part of the building.

- Prepare mock-ups for Consultant's review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.

- Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.

- If requested, Consultant will assist in preparing a schedule fixing dates for preparation.

1.19 Performance Tests

.1 The Contactor shall perform and pay for all tests as required by the authorities having jurisdiction, and as may be required by the Owner, to prove that all systems and equipment are performing as specified.

1.20 Applications for Payment

In addition to the requirements of GC 5.2:

.1 The “Schedule of Values” shall correspond to the Schedule of Items and Prices in the Contract.

.2 The Owner will make payments to the Contractor as follows:

.1 90% of the invoiced amount submitted by the Contractor to the Owner, through the Consultant, prior to substantial performance and not more frequently than monthly for the completed portions of the work and services performed to the satisfaction of the Payment Certifier.

.2 10% of the amount invoiced prior to substantial performance and held back pursuant to the Construction Act, 1990, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Act, 1990, and the work and services performed are to the satisfaction of the Payment Certifier.

.3 Any further amount due hereunder upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Act, 1990.

.4 The Contractor will obtain, where applicable, inspection certificate for the installation of electrical wiring and equipment, natural gas and heating boilers,

from the Federal, Provincial, Municipal Authority or utility responsible for the issuance of same, and the Contract agrees to obtain and deliver such certification to the Consultant prior to the approval of final invoice.

1.21 Fees for Changes In Work

.1 Include in Schedule of Items and Prices, percentage markup for overhead and profit for applicable changes in Work, whether additions to or deduction from Work on which Bid price is based. Include in Schedule of Items and Prices, fees proposed for subcontract work for changes in Work. Contractor may apply markup as noted, to subcontractor's gross (net plus markup) costs on additional work

1.22 Warranty

.1 Provide a written warranty stating that all work is guaranteed for a period of ONE year from the date of Certificate of Final Completion.

GC 12.3 - WARRANTY
1. In Article 12.3.1 change the words:
12.3.1 "... is one year from the date of *Substantial Performance of the Work* ..." to read
12.3.1 "... is two years from the date.

1.23 Completion Date

.1 The Contractor shall complete the Work within the agreed upon schedule, as indicated in Section 1.6 of the Instruction to Bidders.

END OF SECTION

CCDC 2

Stipulated Price Contract

2020

The City of Sault Ste. Marie - Main Library Asbestos Abatement

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 2 STIPULATED PRICE CONTRACT

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the 13th day of May in the year 2024 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner"*

and

Colin's Haulage Inc.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

Main Library Asbestos Abatement

located at *(insert below the Place of the Work)*

50 East Street, Sault Ste. Marie, Ontario, P6A 3C3

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

TULLOCH Engineering Inc.

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 20th day of May in the year 2024 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 1st day of July in the year 2024 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

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ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions
- *

1.0 Bid Document
00100 Information to Bidders
00100 Supplementary Information to Bidders
01005 General Requirements
00701 Supplementary General Conditions
James L. McIntyre Library CCDC20
2024PWE-ENG-BS-01-T Addendum 1
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017421 Construction Demolition Waste Management and Disposal
017700 Closeout Procedures
017800 Closeout Submittals
024199 Demolition for Minor Works
028200.03 Type 3 Asbestos Abatement Procedures
09911 Interior Painting
James L. McIntyre Library Asbestos Abatement Drawings

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

One hundred twenty nine thousand and six hundred fifty eight dollars /100 dollars $ 129,658.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Sixteen thousand and eight hundred fifty five dollars and fifty four cents /100 dollars $ 16,855.54

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

One hundred forty six thousand five hundred thirteen dollars and fifty four cents /100 dollars $ 146,513.54

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

(Insert name of chartered lending institution whose prime rate is to be used)

Canadian Imperial Bank of Commerce

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

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Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

address

email address

Contractor

Colin's Haulage Inc.

*name of Contractor**

2661 Radar Road, Hamner, Ontario, P3P 0B4

address

colhaul@gmail.com

email address

Consultant

TULLOCH Engineering Inc.

*name of Consultant**

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

address

tyler.moody@tulloch.ca

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
 # Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

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In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste. Marie

name of Owner

signature

signature

MAYOR - MATTHEW SHOEMAKER

name of person signing

CITY CLERK - RACHEL TYCZINSKI

name and title of person signing

WITNESS

CONTRACTOR

Colin's Haulage Inc.

name of Contractor

signature

signature

name of person signing

name and title of person signing

N.B. *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment.*

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Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.

1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.

1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.

1.1.5 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- the Agreement between *Owner* and *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 01 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.

.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.

.4 amended or later dated documents shall govern over earlier documents of the same type.

.5 noted materials and annotations shall govern over graphic indications.

1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:

.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.11 Physical models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.

2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to perform the *Work* in accordance with the *Contract Documents*.

2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.9 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.11 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor.*

2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

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2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.

2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

2..2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

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3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;

.2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;

.3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;

.2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;

.3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and

.4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

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GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

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3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfil the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

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GC 5.2 APPLICATIONS FOR PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.

5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.

5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:

.1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*s application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.

5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.

5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

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5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner,* with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
.1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

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6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

.1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:

(1) trade labour in the direct employ of the *Contractor*;

(2) the *Contractor*'s personnel when stationed at the field office;

(3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and

(4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

.2 cost of all *Products* including cost of transportation thereof;

.3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000 owned by the *Contractor*;

.4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000;

.5 cost of all equipment and services required for the *Contractor*'s field office;

Subcontract

.6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

.7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;

.9 cost of quality assurance such as independent inspection and testing services;

.10 charges levied by authorities having jurisdiction at the *Place of the Work*;

.11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;

.13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;

.14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;

.15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;

.16 cost for removal and disposal of waste products and debris;

.17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:

(1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,

(2) the result of the negligent acts or omissions of the *Contractor*, or

(3) the result of a breach of this *Contract* by the *Contractor*;

.18 cost of auditing when requested by the *Owner*; and

.19 cost of *Project* specific information technology in accordance with the method determined by the parties.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

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.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time,
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

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7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:

.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or

.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,

.2 withhold further payment to the *Contractor* until a final certificate for payment is issued,

.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and

.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,

.2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,

.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or

.4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

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in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
.1 within 20 *Working Days* after the *Contract* was awarded, or
.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.

8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
.1 held in abeyance until:
(1) *Ready-for-Takeover*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and

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.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work*, the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
.1 errors or omissions in the *Contract Documents*; or
.2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or the *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.5 If the *Contractor*
.1 encounters toxic or hazardous substances at the *Place of the Work*, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,
which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

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9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;
.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.

9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.

9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner*'s own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.

9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing,
.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

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.3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

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10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Ready-for-Takeover*;

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

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that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

.1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.

.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

.3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

.4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.

.5 Make available a copy of the as-built drawings completed to date on site.

.6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

.7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.

.8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor*'s list and application:

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.1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
.2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
.1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
.2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
.3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
.1 caused by:
(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
.2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

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13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.
.3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
.4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
.4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
.1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
.2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

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.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
.5 claims arising pursuant to GC 12.3 – WARRANTY; and
.6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
.1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
.2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
.3 claims arising under GC 12.3 – WARRANTY; and
.4 claims for which *Notice is Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.6 "*Notice in Writing* of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
.1 a clear and unequivocal statement of an intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.

13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

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1900-275 Slater Street
Ottawa, ON K1P 5H9

Tel: 613-236-9455
Fax: (613) 236-9526
info@ccdc.org

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: December 14, 2020

1. General liability insurance shall be with limits of not less than $10,000,000 per occurrence, an aggregate limit of not less than $10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the Work), shall have limits of not less than $5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.

5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.

7. Contractors' equipment insurance coverage written on an “all risks” basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

8. Contractors’ Pollution liability insurance shall have limits of not less than $5,000,000 per occurrence for bodily injury, death and damage to property.

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

2024PWE-ENG-BS-01-T - Main Library Asbestos Abatement

Opening Date: April 5, 2024 4:00 PM

Closing Date: April 25, 2024 3:00 PM

Vendor Details

Company Name:	Colin's Haulage nc
Address:	2661 Radar Road Hanmer, Ontario P3P0B4
Contact:	Colin Ellsworth
Email:	colhaul@gmail.com
Phone:	705-688-6973
Fax:	705-688-6973
HST#:	89755 4697 RT0001

Submission Details

Created On:	Thursday April 25, 2024 11:24:08
Submitted On:	Thursday April 25, 2024 13:50:32
Submitted By:	Colin Ellsworth
Email:	colhaul@gmail.com
Transaction #:	174a1064-1694-45af-975c-24306b20b0d0
Submitter's IP Address:	129.222.139.100

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.

STIPULATED PRICE

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

Pricing is inclusive of all labour, materials, products, equipment, services, overhead and disbursements as well as Duties and Import Fees (if applicable)

Description	Lump Sum Price *	Contingency Allowance	Total Price
Bid Price for the Work as specified in the Bid Call Documents	$104,658.0000	$25,000.0000	$ 129,658.00
		Subtotal:	$ 129,658.00

SCHEDULE OF ITEMS AND PRICES - BREAKDOWN

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

This Schedule of Items and Prices is intended as a breakdown summary only of the Bid Tender price by item list and item descriptions.

Total must equal total tender Lump Sum Price provided (without Contingency Allowance).

Description	Total Price *
Bonds/Insurance	$3,500.0000
Mobilization, Demobilization, and General Requirements	$4,000.0000
Setup and Removal of Type III Enclosures	$10,000.0000
Removal of ACM Trowelled on Acoustic Ceilings	$26,000.0000
Disposal of ACM Trowelled on Acoustic Ceilings	$3,500.0000
Clearance Air Sampling (All four work areas)	$1,500.0000
Temporary Privacy Hoarding (Installation and Removal)	$6,450.0000
Installation of New Drywall Joint Compound Ceiling Finish Over Existing ACM Plaster Finish	$17,000.0000
Installation of New Painted Poplar Trim	$8,200.0000
Priming and Painting of New Ceiling Finish and New Wood Trim	$9,758.0000
Temporary Removal and Re-Installation of Existing Light Fixtures and all other Electrical Fixtures	$11,000.0000
Mechanical/Electrical	$1,650.0000
Miscellaneous Other	$2,100.0000

SCHEDULE OF RATES (as required)

All prices in Canadian Funds, HST Extra

The following schedule of rates will be applicable for work not listed in the Bid Form, only as required and subject to approval(s).

Role	Hourly Rate $
Supervisor/Project Manager	$75.0000
Foreman	$75.0000
Labourer	$65.0000
Electrician	$110.0000
Plumber	$110.0000
Welder	$120.0000

SCHEDULE OF LABOUR RATES (as required)

All prices in Canadian Funds, HST Extra

The following schedule of rates will be applicable for work not listed in the Bid Form, only as required and subject to approval(s).

Role	% Mark-Up *
Percentage (%) mark-up for overhead and profit for additional work done by General Contractor	10
Percentage (%) mark-up for overhead and profit for additional work done by Sub-Contractor	5

Summary Table

Bid Form	Amount
STIPULATED PRICE	$ 129,658.00
Subtotal Contract Amount:	$ 129,658.00

Bid Questions

Substantial Completion: All work will be commenced by _____ [date], 2024 and completed by _____ [date], 2024 Monday April 29th 2024 Friday May 17 2024

ACKNOWLEDGEMENTS - COPY

Acknowledgements requested on this form are to be provided by the Tenderer

Line Item	Acknowledgements	Agreement *
1	I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act	(•) Yes ( ) No

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.

TENDERER'S EXPERIENCE IN SIMILAR WORK

For tenderer's own forces, provide a list of projects completed involving work of similar size and scope of this project and completed within the last five (5) years.

Line Item	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *	
1	2023	Asbestos Abatement of Korah Collegiate	S&T	117000	*
2	2023	Demolition And Asbestos abatement of Canadore College Residents	Venasse Construction	280682	*
3	2024	Asbestos Removal and demolition of 2 buildings	City of Greater Sudbury	95000	*

TENDERER'S SENIOR STAFF

Provide list of all Tenderer's senior staff to be employed on this contract

Line Item	Name *	Position with Firm *	Experience & Qualifications *	
1	Sheldon Ellsworth	Project Manager	20 Plus years Asbestos worker, supervisor	*
2	Colin Ellsworth	Owner	35 Plus years Asbestos Supervisor	

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

It is the responsibility of the successful Contractor that its Subcontractors comply with the requirements of the City's Contractor Pre-Qualification Program

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

LIST OF SUBCONTRACTORS

Provide full list (with addresses) of all subcontractors proposed to use on the project.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Division of Work *	Name of Subcontractor *	Address *	Email *
1	Skim coat, priming and painting	Ruscio Construction	1085 McNabb St Sault Ste Marie	ken@rusciocconstruction.com
2	Electrical	Steel Speed	487 Gran St Sault Ste Marie	plafleur@steelspeed.com
3	Glass Removal and Reinstall	Glass Employees	121 White Oak Drive E, Sault Ste Marie	domenic@glassemployees.com

SUBCONTRACTOR'S SENIOR STAFF

Provide list of all Subcontractor's senior staff to be employed on this contract

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Subcontractor *	Staff Name *	Position with Firm *	Experience & Qualifications *
1	Ruscio Construction	Ken Stitt	Project Manager	25 years
2	Steel Speed	John Amadio	Project Manager	25 years
3	Glass Employees	Domenic Cicchini	Project Manager	25 years

SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Provide a list of projects completed involving work similar to this contract, for subcontractor's forces

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Subcontractor *	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *
1	Ruscio Construction	2017	Asbestos Abatement, Selective demolition, Reinstatement of drywall, lockers etc	Algoma District School Board	700000

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.

BONDING UPLOAD SECTION

The Bid Deposit and Agreement to Bond meeting the requirements specified herein shall be included in the submission.

- **Digital (electronically verifiable) format is preferred;** or alternatively
- Scanned copy may be provided. **However**, where scanned copy is provided, the original Tender Deposit and Agreement to Bond shall be delivered in Hard Copy to the City of Sault Ste. Marie prior to the close date and time at the following address

City of Sault Ste. Marie
Attn: City Clerk
Civic Centre
4th Floor, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Canada

Tender Deposit required in the amount of **10% of the Tender Price**

Agreement to Bond (surety) required for a Contract **Material and Labour** Payment Bond **for 50%** of the amount of the tender; and a Contract **Performance** Bond **for 100%** of the amount of the tender.

- Tender Deposit (Bid Bond) - Colin_s_Haulage_Inc_CBL_Sudbury_24-04-2024.pdf - Thursday April 25, 2024 12:44:23
- Agreement to Bond (Surety) - Colin_s_Haulage_Inc_CBL_Sudbury_24-04-2024.pdf - Thursday April 25, 2024 12:44:31

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

I/We the undersigned, having carefully examined the site of the works, all matters referred to in the Instructions to Bidders, and all of the contract documents, hereby tender and agree to provide all labour, plant and materials necessary for the complete execution of the work under this contract in the locations and manner set out in the contract documents, and addendum(s) to the satisfaction of the Owner/Engineer, at the unit prices as set out in the schedule(s) of tender prices.

This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

We agree that the final valuation will be made on the basis of actual Quantities as determined by the Owner/Engineer and at the prices as set out in the Tender Prices.

If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call document(s) within time period(s) stated after notification of Award.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☑ 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. - Sheldon Ellsworth, Project Manager, Colin's Haulage 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
2024PWE-ENG-BS-01-T Addendum 1 Wed April 17 2024 02:41 PM	☑	1

Bid Bond

Standard Construction Document
CCDC 220 - 2002

Bond No. **1018754-24-001** Bond Amount: **$10% of TENDER PRICE**

COLIN'S HAULAGE INC. as Principal, hereinafter called the Principal, and **Intact Insurance Company**, 1200 St. Laurent Blvd. Unit 004a, Ottawa, ON, K1K 3B8, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF SAULT STE. MARIE** as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF TENDER Dollars ($10% of Tender)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the **25th** day of **APRIL**, **2024**, for **Main library asbestos abatement, City ref 2024PWE-ENG-BS-01-T, remove and dispose of asbestos, repair drywall** .

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **SIXTY DAYS (60) days** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **22ND** day of **APRIL**, **2024**.

SIGNED AND SEALED in the presence of:

COLIN'S HAULAGE INC.

Colin Ellsworth

Principal

Intact Insurance Company

Carole Sonier

Surety
CAROLE SONIER
ATTORNEY-IN-FACT

CCDC Copyright 2002
Canadian Construction Documents Committee

(CCDC 220 – 2002) has been approved by the Surety Association of Canada

(9/09)

Agreement to Bond

(Surety's Consent)

Bond No.	**1018754-24-001**
Obligee:	**CITY OF SAULT STE. MARIE**
Contractor (Principal):	**COLIN'S HAULAGE INC.**
Project:	**Main library asbestos abatement, City ref 2024PWE-ENG-BS-01-T, remove and dispose of asbestos, repair drywall**

We, **Intact Insurance Company**, 1200 St. Laurent Blvd, Unit 004a, Ottawa, Ontario, K1K 3B8, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, agree to issue the following Bonds for the Principal if the Principal's tender is accepted by the Obligee within **SIXTY (60) days** from the closing date of the tender and if the Principal shall have entered into a written contract with the Obligee.

1. Performance Bond for **100%** of the tender price.
2. Labour and Material Payment Bond for **50%** of the tender price.

This Agreement to Bond shall be null and void after **SIXTY (60) days** from the tender date.

Signed and Sealed this **22ND** day of **APRIL**, **2024**.

Intact Insurance Company

Carole Sonier

Surety
CAROLE SONIER
Attorney-in-Fact

MOBILE BONDS SUMMARY

Bond Name	DragDropPdf DragDropPdf
Bond Number	1018754-24-01, 1018754-24-01
Obligation/Contract	
Obligee	City of Sault Ste. Marie
Principal	Colin's Haulage Inc.
Broker	Brokerlink Inc.
Surety	Intact Insurance Company Ontario
Issue Date	04/23/2024
Mobile Bonds Reference	Bond Request - Just Sign Colin's Haulage Inc. - CBL Sudbury
Verification ID	8b1790e9-3942-4460-b644-e18c4361d481

Click Here to Verify Bond

Download Verifiable Bond

Download Signature Audit Report

Thank you for choosing Mobile Bonds.
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Addendum #1
Bid Opportunity: 2024PWE-ENG-BS-01-T - Main Library Asbestos Abatement
Closing Date: Thursday, April 25, 2024 3:00 PM

Question 1:

Are we allowed to bid on the asbestos removal?

Answer 1:

All submitted bids must be for the entire scope of work as noted in the tender documents and drawings. Bids submitted only for asbestos abatement will be considered incomplete. Bidders looking to provide abatement services only, can attend the mandatory Site visit as they may have an opportunity to provide their services to other general contractors in attendance.

End of Addendum

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 Section [_____].

1.2 WORK COVERED BY CONTRACT DOCUMENTS

.1 Work of this contract comprises the removal of asbestos containing troweled on acoustic finish from the ceilings located in the four corners of the James L. McIntyre Centennial Library, 50 East Street, Sault Ste. Marie, Ontario. The contract also includes the restoration and repair of the remaining asbestos containing plaster ceilings and the installation of new painted trim around the perimeter of all abated ceilings.

.2 Refer to the Contract drawings for a complete description of the work.

1.3 CONTRACT METHOD

.1 Construct Work using stipulated price contract.

1.4 WORK BY OTHERS

.1 Not applicable.

1.5 FUTURE WORK

.1 Not applicable.

1.6 WORK SEQUENCE

.1. Co-ordinate Progress Schedule and co-ordinate with Owner Occupancy during construction.

.2 Construct Work to provide for continuous public usage. Do not close off public usage of facilities until use of one stage of Work will provide alternate usage.

.3 Maintain fire access/control.

1.7 CONTRACTOR USE OF PREMISES

.1 Limit use of premises for Work, for storage, and for access, to allow:
- .1 Owner occupancy and use.
- .2 Public usage.

.2 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.

.3 Maintain the building watertight and weathertight at all times.

1.8 OWNER OCCUPANCY

.1 Owner will occupy premises during entire construction period for execution of normal operations.

.2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.9 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises. Arrange with Consultant to facilitate execution of work.

1.10 EXISTING SERVICES

.1 Notify utility companies of intended interruption of services and obtain required permission.

.2 Submit schedule to and obtain approval from Consultant and Owner's representative for any shut-down or closure of active service or facility including heating, air conditioning, power and communications services. Adhere to approved schedule and provide notice to affected parties.

.3 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

1.11 DOCUMENTS REQUIRED

.1 Maintain at job site, one copy each document as follows:

- .1 Contract Drawings.
- .2 Specifications.
- .3 Addenda.
- .4 Reviewed Shop Drawings.
- .5 List of Outstanding Shop Drawings.
- .6 Change Orders.
- .7 Other Modifications to Contract.
- .8 Field Test Reports.
- .9 Copy of Approved Work Schedule.
- .10 Health and Safety Plan and Other Safety Related Documents.
- .11 Other documents as specified.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 56 00 – Temporary Barriers and Enclosures.

1.2 ACCESS AND EGRESS

.1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations. Construction will be completed in phases to ensure continued uninterrupted access and egress to the Site throughout construction. At no time shall access or egress to the Site be impeded by construction unless previously authorized by the Owner and the Consultant.

1.3 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with Owner's Representative to facilitate work as stated.

.2 Maintain existing services to building and provide for personnel and vehicle access.

.3 Where security is reduced by work provide temporary means to maintain security.

1.4 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

.1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises.

1.5 EXISTING SERVICES

.1 Notify, Owner's Representative and utility companies of intended interruption of services and obtain required permission.

.2 Where Work involves breaking into or connecting to existing services, give Owner's Representative 48 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

.3 Provide for personnel, pedestrian and vehicular traffic.

.4 Construct barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

1.6 SPECIAL REQUIREMENTS

.1 Work will be carried out between the hours of 9:00 PM and 8:00 AM, Monday through Thursday, 6:00 PM to 8:00 AM, Friday and Saturday, and 5:00 PM to 8:00 AM on Sundays

.2 Submit schedule in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.

.3 Ensure that Contractor personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.

.4 Keep within limits of work and avenues of ingress and egress.

1.7 SECURITY CLEARANCES

.1 Personnel employed on this project will be subject to security check and clearance. Obtain clearance, as instructed, for each individual who will require to enter premises and work on the site.

1.9 BUILDING SMOKING ENVIRONMENT

.1 Comply with smoking restrictions. Smoking is not allowed on the site within 20.0 metres of any building. Establish a dedicated smoking area on Site and provide proper receptacles to extinguish and discard waste. All smoking areas are to be approved by the Owner and Consultant.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 SECTION INCLUDES

.1 Product Installation Alternatives to contract work.

.2 Incorporation of accepted Alternatives into contract.

1.2 RELATED SECTIONS

.1 Section 00 21 13 - Instructions to Bidders.

1.3 REFERENCES

.1 Canadian Construction Documents Committee (CCDC)

.1 CCDC 23-2003, A Guide to Calling Bids and Awarding Contracts.

1.4 REQUIREMENTS

.1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve the Work stipulated under each Alternative.

.2 Coordinate affected related Work and modify surrounding Work to integrate the Work under each Alternative.

1.5 AWARD/SELECTION OF ALTERNATIVES

.1 Indicate variation of Price for Alternatives. Note that this form requests a 'difference' in Price by adding to or deducting from the base price.

.2 Bids shall be evaluated on 'Base Bid' price. After determination of selected bidder, consideration will be given to Alternatives and Price adjustments.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 32 16 Construction Progress Schedule.

1.2 ADMINISTRATIVE

.1 Schedule and administer project meetings throughout the progress of the work at a schedule agreed with the Owner's Representative.

.2 Prepare agenda for meetings.

.3 Distribute written notice of each meeting four days in advance of meeting date to Owner's Representative.

.4 Provide physical space on Site and make arrangements for meetings.

.5 Preside at meetings.

.6 Record the meeting minutes. Include significant proceedings and decisions. Identify actions by parties.

.7 Reproduce and distribute copies of minutes within three days after meetings and transmit to meeting participants.

.8 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

1.3 PRECONSTRUCTION MEETING

.1 Within 5 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.

.2 Senior representatives of Owner's Representative, Consultant, Contractor, major Subcontractors, field inspectors will be in attendance.

.3 Establish time and location of meeting and notify parties concerned a minimum 3 days before meeting.

.4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.

.5 Agenda to include:

.1 Appointment of official representative of participants in the Work.
.2 Schedule of Work: in accordance with Section 01 32 16.07 - Construction Progress Schedules - Bar (GANTT) Chart.
.3 Schedule of submission of shop drawings, samples, colour chips. Submit submittals in accordance with Section 01 33 00 - Submittal Procedures.
.4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 52 00 - Construction Facilities.
.5 Site security in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.
.6 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
.7 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.
.8 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.
.9 Monthly progress claims, administrative procedures, photographs, hold backs.
.10 Appointment of inspection and testing agencies or firms.
.11 Insurances, transcript of policies.

1.4 PROGRESS MEETINGS

.1 During the course of Work and 1 week prior to project completion, schedule progress meetings weekly.

.2 Contractor, major Subcontractors involved in Work, Owner's Representative and Consultant are to be in attendance.

.3 Notify parties minimum 3 days prior to meetings.

.4 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within 5 days after meeting.

.5 Agenda to include the following:
.1 Review, approval of minutes of previous meeting.
.2 Review of Work progress since previous meeting.
.3 Field observations, problems, conflicts.
.4 Problems which impede construction schedule.
.5 Review of off-site fabrication delivery schedules.
.6 Corrective measures and procedures to regain projected schedule.
.7 Revision to construction schedule.
.8 Progress schedule, during succeeding work period.
.9 Review submittal schedules: expedite as required.
.10 Maintenance of quality standards.
.11 Review proposed changes for effect on construction schedule and on completion date.
.12 Other business.

PART 2 - PRODUCTS

.1 Not Used.

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 33 00 Submittal Procedures.

1.2 DEFINITIONS

.1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.

.2 Bar Chart (GANTT Chart): Graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally, Bar Chart should be derived from commercially available computerized project management system.

.3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.

.4 Construction Work Week: Monday to Saturday, inclusive, will provide six-day work week and define schedule calendar working days as part of Bar (GANTT) Chart submission.

.5 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as workdays or workweeks.

.6 Master Plan: summary-level schedule that identifies major activities and key milestones.

.7 Milestone: significant event in project, usually completion of major deliverable.

.8 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.

.9 Project Planning, Monitoring and Control System: overall system operated by Owner's Representative to enable monitoring of project work in relation to established milestones.

1.3 REQUIREMENTS

.1 Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.

.2 Plan to complete Work in accordance with prescribed milestones and time frame.

.3 Limit activity durations to maximum of approximately 5 working days, to allow for progress reporting.

.4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

1.4 SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Submit to Owner's Representative Consultant within 5 working days of Award of Contract Bar (GANTT) Chart as Master Plan for planning, monitoring and reporting of project progress.

1.5 PROJECT SCHEDULE

.1 Develop detailed Project Schedule.

.2 Ensure detailed Project Schedule includes as minimum milestone and activity types as follows:

.1 Award
.2 Shop Drawings, Samples
.3 Permits
.4 Mobilization
.5 Removals
.6 Construction
.7 Site Restoration
.8 Deficiencies
.9 Demobilization

1.6 PROJECT SCHEDULE REPORTING

.1 Update Project Schedule on weekly basis reflecting activity changes and completions, as well as activities in progress.

.2 Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

1.7 PROJECT MEETINGS

.1 Discuss Project Schedule at regular site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.

.2 Weather related delays with their remedial measures will be discussed and negotiated.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not used.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

.1 [_____].

1.2 ADMINISTRATIVE

.1 Submit to Owner's Representative and Consultant submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.

.2 Do not proceed with Work affected by submittal until review is complete.

.3 Present shop drawings, product data, samples and mock-ups in SI Metric units.

.4 Where items or information is not produced in SI Metric units converted values are acceptable.

.5 Review submittals prior to submission. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.

.6 Notify Owner's Representative and Consultant, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.

.7 Verify field measurements and affected adjacent Work are co-ordinated.

.8 Contractor's responsibility for errors and omissions in submission is not relieved by Owner's Representative's and/or Consultant's review of submittals.

.9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner's Representative and/or Consultant review.

.10 Keep one reviewed copy of each submission on site.

1.3 SHOP DRAWINGS AND PRODUCT DATA

.1 Refer to CCDC 2 GC 3.11.

.2 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

.3 Submit drawings stamped and signed by professional engineer registered or licensed in Province Ontario, where required.

.4 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

.5 Allow 5 days for Owner’s Representative's and Consultant's review of each submission.

.6 Adjustments made on shop drawings by Owner’s Representative and Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing prior to proceeding with Work.

.7 Make changes in shop drawings as Owner’s Representative and Consultant may require, consistent with Contract Documents. When resubmitting, notify in writing of revisions other than those requested.

.8 Accompany submissions with transmittal letter containing:
- .1 Date
- .2 Project title and number
- .3 Contractor's name and address.
- .4 Identification and quantity of each shop drawing, product data and sample
- .5 Other pertinent dat.

.9 Submissions include:
- .1 Date and revision dates
- .2 Project title and number.
- .3 Name and address of:
  - .1 Subcontractor
  - .2 Supplier
  - .3 Manufacturer
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
  - .1 Fabrication

.2 Layout, showing dimensions, including identified field dimensions, and clearances
.3 Capacities
.4 Performance characteristics
.5 Standards
.6 Relationship to adjacent work

.10 After review, distribute copies.

.11 Submit 6 prints or electronic copy of shop drawings for each requirement requested in specification Sections and as Owner's Representative or Consultant may reasonably request.

.12 Submit 6 prints or electronic copies of product data sheets or brochures for requirements requested in specification Sections and as requested by Owner's Representative or Consultant where shop drawings will not be prepared due to standardized manufacture of product.

.13 Submit 6 copies or electronic copy of manufacturer's instructions for requirements requested in specification Sections.
.1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.

.14 Submit 6 copies or electronic copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Owner's Representative or Consultant.

.15 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

.16 Submit 6 copies or electronic copies of Operation and Maintenance Data for requirements requested in specification.

.17 Delete information not applicable to project.

.18 Supplement standard information to provide details applicable to project.

.19 If upon review, no errors or omissions are noted one copy will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

1.4 SAMPLES

.1 Submit for review samples in duplicate as requested in respective specification Sections. Label samples with origin and intended use.

.2 Deliver samples prepaid to Owner's Representative's and Consultant's business address.

.3 Notify Owner's Representative and Consultant in writing, at time of submission of deviations in samples from requirements of Contract Documents.

.4 Where colour, pattern or texture is criterion, submit full range of samples.

.5 Adjustments made on samples by Owner's Representative or Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing prior to proceeding with Work.

.6 Make changes in samples which may be required, consistent with Contract Documents.

.7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.5 CERTIFICATES AND TRANSCRIPTS

.1 Immediately after award of Contract, submit Workers' Compensation Board status.

.2 Submit transcription of insurance immediately after award of Contract.

PART 2 - PRODUCTS

.1 Not Used.

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 33 00 – Submittal Procedures.

1.2 REFERENCES

1.3 SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.4 INSTALLATION AND REMOVAL

.1 Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers and waste bins to be used, avenues of ingress/egress to fenced area and details of fence installation. All proposed areas to be reviewed and approved by the Owner and Consultant. A deviation from approved lay down areas must be received from the Consultant.

.2 Indicate use of supplemental or other staging area pending Consultant approval.

.3 Provide construction facilities in order to execute work expeditiously.

.4 Remove from site all such work after use or at the request of the Consultant.

1.5 HOISTING

.1 Provide, operate and maintain hoist equipment as required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.

.2 Hoists to be operated by qualified operator.

.3 All hoists are to be secured and rendered inoperable when not in use.

1.6 SITE STORAGE/LOADING

.1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.7 CONSTRUCTION PARKING

.1 Parking will only be permitted on Site as authorized by the Consultant.

.2 Provide and maintain adequate access to project site.

1.8 SECURITY

.1 Provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays as required.

1.9 EQUIPMENT, TOOL AND MATERIALS STORAGE

.1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

1.10 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

.2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

1.11 PROTECTION AND MAINTENANCE OF TRAFFIC

.1 Provide access and temporary relocated roads as necessary to maintain traffic.

.2 Maintain and protect traffic on affected roads during construction period.

.3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs

.4 Protect travelling public from damage to person and property.

.5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.

.6 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.

.7 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.

.8 Dust control: adequate to ensure safe operation at all times.

1.12 CLEAN-UP

.1 Remove construction debris, waste materials, packaging material from work

site daily.

.2 Clean dirt or mud tracked onto paved or surfaced roadways.

.3 Store materials resulting from demolition activities that are salvageable.

.4 Stack stored new or salvaged material not in construction facilities.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

PART 1 - GENERAL

1.1 RELATED SECTIONS

.1 01 52 00 – Construction Facilities.

1.2 INSTALLATION AND REMOVAL

.1 Provide temporary controls in order to execute Work expeditiously.

.2 Remove from site all such work after use.

1.3 HOARDING

.1 Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law as directed by the Owner's Representative.

.2 Erect temporary site enclosure using 2.4 m high metal mesh fence wired to steel posts spaced at 2.4 m on centres. Maintain fence in good repair.

.3 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

1.4 GUARD RAILS AND BARRICADES

.1 Provide secure, rigid guard rails and barricades on all stairs and landings under renovation for the duration of the project.

.2 Provide as required by governing authorities.

1.5 ACCESS TO SITE

.1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.6 PUBLIC TRAFFIC FLOW

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public.

1.7 FIRE ROUTES

.1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.8 PROTECTION FOR

.1 Protect surrounding private and public property from damage during

OFF-SITE AND PUBLIC PROPERTY

performance of Work.

.2 Be responsible for damage incurred.

1.9 PROTECTION OF BUILDING FINISHES

.1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.

.2 Provide necessary screens, covers, and hoardings.

.3 Be responsible for damage incurred due to lack of or improper protection.

1.10 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for reuse, recycling, or disposal.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 WASTE MANAGEMENT GOALS

.1 Prior to start of Work conduct meeting with Owner's Representative and Consultant to review and discuss Waste Management Plan and Goals.

.2 Accomplish maximum control of solid construction waste.

.3 Preserve environment and prevent pollution and environment damage.

1.2 RELATED SECTIONS

.1 01 33 00 - Submittals.

1.3 WASTE AUDIT (WA)

.1 Conduct WA prior to project start-up.

.2 Record extent to which materials or products used consist of recycled or reused materials or products.

1.4 STORAGE, HANDLING AND PROTECTION

.1 Store, materials to be reused, recycled and salvaged in locations as directed by Owner's Representative.

.2 Unless specified otherwise, materials for removal become Contractor's property.

1.5 DISPOSAL OF WASTES

.1 Do not bury rubbish or waste materials.

.2 Do not dispose of waste, volatile materials, mineral spirits, oil or liquid materials into waterways, storm, or sanitary sewers.

.3 Keep records of construction waste including:
- .1 Number and size of bins
- .2 Waste type of each bin
- .3 Total tonnage generated
- .4 Tonnage reused or recycled
- .5 Reused or recycled waste destination.

.4 Remove materials from deconstruction as deconstruction/disassembly Work progresses.

.5 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.6 USE OF SITE AND FACILITIES

.1 Execute work with least possible interference or disturbance to normal use of premises.

1.7 SCHEDULING

.1 Co-ordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 CLEANING

.1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.

.2 Clean-up work area as work progresses.

.3 Source separate materials to be reused/recycled into specified sort areas.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

.1 01 33 00 – Submittals.
.2 01 74 00 – Cleaning.

1.2 REFERENCES

.1 Canadian Construction Documents Committee (CCDC)
.1 CCDC 2, Stipulated Price Contract.

1.3 ADMINISTRATIVE REQUIREMENTS

.1 Acceptance of Work Procedures:
.1 Contractor's Inspection: Contractor and product supplier: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
.1 Notify Owner’s Representative and Consultant in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made.
.2 Owner’s Representative and Consultant's Inspection:
.1 Owner’s Representative, Consultant and Contractor to inspect Work and identify defects and deficiencies.
.2 Contractor to correct Work as directed.
.3 Completion Tasks: submit written certificates that tasks have been performed as follows:
.1 Work: completed and inspected for compliance with Contract Documents.
.2 Defects: corrected and deficiencies completed.
.3 Equipment and systems: tested, adjusted and fully operational.
.4 Final Inspection:
.1 When completion tasks are done, request final inspection of Work by Owner’s Representative and Consultant, and Contractor.
.5 Declaration of Substantial Performance: when Owner’s Representative and Consultant consider deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance.
.6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment:
.1 When Owner's Representative and Consultant consider final deficiencies and defects corrected and requirements of Contract met, make application for final payment.
.8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

1.4 FINAL CLEANING .1 Clean in accordance with Section 01 74 11 - Cleaning.
.1 Remove surplus material, excess materials, rubbish, tools and equipment.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

.1 01 33 00 - Submittals.

1.2 WARRANTIES AND BONDS

.1 Submit, warranty information made available during construction phase, to Owner's Representative and Consultant for approval prior to application for substantial performance.

.2 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.

.3 Include information contained in warranty as follows:

- .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
- .2 Contractor's plans for attendance at 12-month post-construction warranty inspection.

.4 Respond in a timely manner to oral or written notification of required construction warranty repair work.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

PART 1 - GENERAL

1.1 REFERENCES

.1 Canadian Standards Association (CSA International)
.1 CSA S350-[M1980(R1998)], Code of Practice for Safety in Demolition of Structures.

1.2 SUBMITTALS

.1 Submit shop drawings in accordance with Sections [01 33 00 - Submittal Procedures] [01 00 10 - General Instructions].

.2 Prior to beginning of Work on site submit detailed Waste Reduction Workplan in accordance with Sections [01 74 21 - Construction/Demolition Waste Management and Disposal] [01 00 10 - General Instructions] and indicate:
.1 Descriptions of and anticipated quantities in percentages of materials to be salvaged reused, recycled and landfilled
.2 Schedule of selective demolition
.3 Number and location of dumpsters
.4 Anticipated frequency of tippage
.5 Name and address of haulers, waste facilities and waste receiving organizations

1.3 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for [reuse] [and] [recycling] in accordance with Section [01 74 21 - Construction/Demolition Waste Management and Disposal] [01 00 10 - General Instructions].

1.4 SITE CONDITIONS

.1 Review "Designated Substance Report" and take precautions to protect environment.

.2 Should material resembling spray or trowel-applied asbestos or other designated substance listed as hazardous be encountered, stop work, take preventative measures, and notify the Consultant and the Ministry of Labour immediately.
.1 Do not proceed until written instructions have been received from the Consultant and the Ministry of Labour.

.3 Notify Consultant before disrupting building access or services.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not used.

PART 3 - EXECUTION

3.1 PREPARATION

.1 Inspect the building site with Consultant and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.

.2 Locate and protect utilities. Preserve active utilities traversing site in operating condition.

.3 Notify and obtain approval of utility companies before starting demolition.

.4 Disconnect, cap, plug or divert, as required, existing public utilities within the property where they interfere with the execution of the work, in conformity with the requirements of the authorities having jurisdiction. Mark the location of these and previously capped or plugged services on the site and indicate location (horizontal and vertical) on the record drawings. Support, shore up and maintain pipes and conduits encountered.
.1 Immediately notify Consultant and utility company concerned in case of damage to any utility or service, designated to remain in place.
.2 Immediately notify the Consultant should uncharted utility or service be encountered, and await instruction in writing regarding remedial action.

3.2 PROTECTION

.1 Prevent movement, settlement, or damage to adjacent structures, utilities, landscaping features and parts of building to remain in place. Provide bracing and shoring required.

.2 Keep noise, dust, and inconvenience to occupants to minimum.

.3 Protect building systems, services and equipment.

.4 Provide temporary dust screens, covers, railings, supports and other protection as required.

.5 Do Work in accordance with Section 01 35 29.06 - Health and Safety Requirements.

3.3 SALVAGE

.1 Refer to demolition/removal drawings and specifications for items to be salvaged for reuse.

.2 Remove items to be reused, store as directed by Consultant and re-install under appropriate section of specification.

3.4 SITE REMOVALS

.1 Remove items as indicated.

.2 Removal of Pavements, Curbs and Gutters and Sidewalks:

.1 Square up adjacent surfaces to remain in place by saw cutting or other method approved by Consultant.

.2 Protect adjacent joints and load transfer devices.

.3 Protect underlying and adjacent granular materials.

3.5 DEMOLITION

.1 Remove parts of existing building to permit new construction. Sort materials into appropriate piles for reuse and or recycling.

.2 Trim edges of partially demolished building elements to tolerances as defined by Consultant to suit future use.

3.6 DISPOSAL

.1 Dispose of removed materials, to appropriate recycling facilities and reuse facilities except where specified otherwise, in accordance with authority having jurisdiction.

3.7 PARTIAL DEMOLITION

.1 Not used.

PART 1 GENERAL

1.1 Summary

.1 Comply with requirements of this Section when performing following Work:

.1 Removal as specified of more than one square meter of friable asbestos containing material during the removal of asbestos containing troweled on acoustic texture finish from the ceilings in the four corners of the James L. McIntyre Centennial Library, located at 50 East Street, Sault Ste. Marie, Ontario.

.2 Breaking, cutting, drilling, abrading, grinding, sanding, or vibrating non-friable asbestos containing material located adjacent to friable asbestos containing material.

.3 Troweled on acoustic texture coating containing chrysotile asbestos is present on the four (4) lower ceilings in the library that will require removal. Texture coat is installed over asbestos containing plaster that will **NOT** be removed during the abatement of texture coat under Type 3 asbestos procedures.

1.2 Scope of Work

.1 Refer to the drawing set issued by TULLOCH Engineering Inc. (F1-F3).

.2 Install opaque hoarding walls (outside of the Type 3 containment walls) between all asbestos work areas and the remaining occupied areas of the library.

.3 Install appropriate protection to all building elements that will remain within each work area. All protection shall prevent damage from impact, asbestos contamination, and water damage. A minimum of two layers of tear proof polyethylene sheathing shall be installed over all floors within all containments and outside all work areas.

.4 Ensure all ventilation systems are deactivated and all return and supply air ducts are appropriately sealed.

.5 Without disturbing any asbestos containing materials remove and turn over to the Owner all equipment and furniture to be salvaged.

.6 Without disturbing any asbestos containing materials remove and dispose of all non-asbestos containing clean waste prior to asbestos abatement.

.7 Install appropriate scaffolds and platforms to access the work area. Erecting of scaffolding and assessment of room structure shall be the responsibility of the contractor.

.8 Using Type 3 asbestos abatement procedures remove and dispose of all asbestos containing parging cement, troweled on texture coat and plaster substrate and all drywall joint compound. Asbestos containing vinyl floor tiles are recommended to be removed while under Type 3 containment but Type 1 asbestos procedures can be used before or after the completion of the Type 3 removals.

1.3 Related Requirements

.1 Refer to the drawing set issued by TULLOCH Engineering Inc. (F1-F3) as well as all specifications contained in the tender package.

1.4 References

1. Canadian General Standards Board (CGSB) CAN/CGSB-.1205-[94], Sealer for Application to Asbestos-Fibre-Releasing Materials.

.2 Canadian Standards Association (CSA International)

.3 Ministry of Transportation Regulations for the transport of asbestos waste, including the Transportation of Dangerous Goods Act.

.4 Health Canada/Workplace Hazardous Materials Information System (WHMIS) Material Safety Data Sheets (MSDS).

.5 Ministry of Environment Conservation and Parks Regulations for the disposal of asbestos waste, including R.R.O 1990, Reg. 347 as amended.

.6 Underwriters' Laboratories of Canada (ULC)

.7 Ministry of Labour Occupational Health and Safety Act Regulations for Construction Projects including Revised Statutes of Ontario, Chapter 0.1 and Ontario Regulation 278/0.5

1.5 Definitions

.1 Airlock: system for permitting ingress or egress without permitting air movement between contaminated areas and uncontaminated areas, typically consisting of two curtained doorways at least 2 m apart.

.2 Amended Water: water with a non-ionic surfactant wetting agent added to reduce water tension to allow wetting of fibres.

.3 Asbestos Containing Materials (ACMs): materials that contain 0.5 percent or more asbestos by dry weight and are identified under Existing Conditions including fallen materials and settled dust.

.4 Asbestos Work Area: area where work takes place which will or may disturb ACMs.

.5 Authorized Visitors: Engineers, Consultants or designated representatives, and representatives of regulatory agencies.

.6 Competent worker: in relation to specific work, means a worker who:

.1 Is qualified because of knowledge, training and experience to perform the work.

.2 Is familiar with the Ontario laws and with the provisions of the regulations that apply to the work.

.3 Has knowledge of all potential or actual danger to health or safety in the work.

.4 Is familiar with Ontario Regulation 278/05 and the Occupational Health and Safety Act.

.7 Curtained doorway: arrangement of closures to allow ingress and egress from one room to another while permitting minimal air movement between rooms, typically constructed as follows:

.1 Place two overlapping sheets of polyethylene over existing or temporarily framed doorway, secure each along top of doorway, secure vertical edge of one sheet along one vertical side of doorway, and secure vertical edge of other sheet along opposite vertical side of doorway.

.2 Reinforce free edges of polyethylene with duct tape and weight bottom edge to ensure proper closing.

.3 Overlap each polyethylene sheet at openings not less than .15 m on each side.

.8 DOP Test: testing method used to determine integrity of Negative Pressure unit using dioctyl phthalate (DOP) HEPA-filter leak test.

.9 Friable Materials: material that when dry can be crumbled, pulverized or powdered by hand pressure and includes such material that is crumbled, pulverized or powdered.

.10 HEPA vacuum: High Efficiency Particulate Air filtered vacuum equipment with a filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 9.997% efficiency.

.11 Negative pressure: system that extracts air directly from work areas, filters such extracted air through High Efficiency Particulate Air filtering system, and discharges this air directly outside work areas to exterior of building.

.1 System to maintain minimum pressure differential of 5 Pa relative to adjacent areas outside of work areas, be equipped with alarm to warn of system breakdown, and be equipped with instrument to continuously monitor and automatically record pressure differences.

.12 Non-Friable Materials: material that when dry cannot be crumbled, pulverized, or powdered by hand pressure.

.13 Occupied Areas: any area of building or work site that is outside Asbestos Work Area.

.14 Polyethylene sheeting sealed with tape: polyethylene sheeting of type and thickness specified sealed with tape along edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide continuous polyethylene membrane to protect underlying surfaces from water damage or damage by sealants, and to prevent escape of asbestos fibres through sheeting into clean areas.

.15 Sprayer: garden reservoir type sprayer or airless spray equipment capable of producing mist or fine spray. Must be appropriate capacity for scope of work.

1.6 Submittals

.1 All submittals must be submitted and approved prior to commencing work on Site.

.2 Before beginning work submit the following:

.1 A work schedule in a format appropriate to the Owner, Workplace Safety and Insurance Board Clearance Certificates, Ministry of Labour Notice of Project, and confirmation of the receiving site for all asbestos waste

generated from the Site.

.2 Submit proof satisfactory to Client that all asbestos workers have received appropriate training and education by a competent person on hazards of asbestos exposure, good personal hygiene, entry and exit from Asbestos Work Area, aspects of work procedures and protective measures while working in Asbestos Work Areas, and the use, cleaning and disposal of respirators and protective clothing. Submit proof of attendance in form of certificate. A valid certificate proving that each worker has been and is currently certified under the Ministry of Training, Colleges and Universities course 253W.

.3 WHMIS training certificates for all personnel.

.4 Ensure supervisory personnel have attended an appropriate asbestos abatement supervisor course, of not less than three days duration, approved by the Client. Submit proof of attendance in form of certificate. A valid certificate proving that each supervisor has been and is currently certified under the Ministry of Training, Colleges, and Universities course 253S. A minimum of one Supervisor for every ten workers is required.

.5 Submit layout of proposed enclosures and decontamination facilities to Client for review.

.6 Submit documentation including test results for sealer proposed for use.

.7 Submit proof of Contractor's Asbestos Liability Insurance. A minimum Pollution Policy (Asbestos Liability) of $5,000,000 is required.

.8 Submit proof satisfactory to Client that employees have respirator fitting and testing. Workers must be fit tested (irritant smoke test) with respirator that is personally issued.

.9 Submit documentation including test results, fire and flammability data, and Material Safety Data Sheets (MSDS) for chemicals or materials including but not limited to following:

.1 Amended water.
.2 Slow drying sealer

1.7 Quality Assurance

.1 Regulatory Requirements: comply with Federal, Provincial/Territorial and local requirements pertaining to asbestos, provided that in case of conflict among those requirements or with these specifications more stringent requirement applies. Comply with regulations in effect at time work is performed.

.2 Health and Safety:

.1 Safety Requirements: worker and visitor protection.

.1 Protective equipment and clothing to be worn by workers while in Asbestos Work Area includes:

.1 Air purifying full face-mask respirator with P-100 particulate filter, personally issued to worker and marked as to efficiency and purpose, suitable for protection against asbestos and acceptable to Provincial Authority having jurisdiction. The respirator to be fitted so that there is an effective seal between the respirator and the worker's face, unless the respirator is equipped with a hood or helmet. The respirator to be cleaned, disinfected and inspected after use on each shift, or more often if necessary. The respirator to have damaged or deteriorated parts replaced prior to being used by a worker; and, when not in use, to be stored in a convenient, clean and sanitary location. The employer to establish written procedures regarding the selection, use and care of respirators, and a copy of the procedures to be provided to and reviewed with each worker who is required to wear a respirator. A worker not to be assigned to an operation requiring the use of a respirator unless he or she is physically able to perform the operation while using the respirator.

.2 Disposable type protective clothing that does not readily retain or permit penetration of asbestos fibres. Protective clothing to be provided by the employer and worn by every worker who enters the work areas, and the protective clothing to consist of a head covering and full body covering that fits snugly at the ankles, wrists and neck, in order to prevent asbestos fibres from reaching the garments and skin under the protective clothing. It includes suitable footwear, and it to be repaired or replaced if torn. Requirements for each worker:

.1 Remove street clothes in clean change room and put on respirator with new filters or reusable filters that have been tested as satisfactory, clean coveralls and head covers before entering Equipment and Access Rooms or Asbestos Work Area. Store street clothes, uncontaminated footwear, towels, and similar uncontaminated articles in clean change room.

.2 Remove gross contamination from clothing before leaving work area then proceed to Equipment and Access Room and remove clothing except respirators. Place contaminated work suits in receptacles for disposal with other asbestos - contaminated materials. Leave reusable items except respirator in Equipment and Access Room. Still wearing the respirator proceed naked to showers. Using soap and water wash body and hair thoroughly. Clean outside of respirator with soap and water while showering; remove respirator; remove filters and wet them and dispose of filters in container provided for purpose; and wash and rinse inside of respirator. When not in use in work area, store work footwear in Equipment and Access Room. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from Equipment and Access Room.

.3 After showering and drying off, proceed to clean change room and dress in street clothes at end of each day's work, or in clean coveralls before eating, smoking, or drinking. If re-entering work area, follow procedures outlined in paragraphs above.

.4 Enter unloading room from outside dressed in clean coveralls to remove waste containers and equipment from Holding Room of Container and Equipment Decontamination Enclosure system. Workers must not use this system as means to leave or enter work area.

.3 Eating, drinking, chewing, and smoking are not permitted in Asbestos Work Area.

.4 Ensure workers are fully protected with respirators and protective clothing during preparation of system of enclosures prior to commencing actual asbestos abatement.

.5 Provide and post in Clean Change Room and in Equipment and Access Room the procedures described in this Section, in both official languages.

.6 Ensure that no person required to enter an Asbestos Work Area has facial hair that affects seal between respirator and face.

.3 Visitor Protection:

.1 Provide protective clothing and approved respirators to Authorized Visitors to work areas.

.2 Instruct Authorized Visitors in the use of protective clothing, respirators, and procedures.

.3 Instruct Authorized Visitors in proper procedures to be followed in entering into and exiting from Asbestos Work Area.

.4 The asbestos abatement consultant will not be responsible for and will not have control or charge of construction means, methods, techniques or procedures. The asbestos abatement consultant will not be responsible for or have control or charge over the acts or omissions of the asbestos abatement contractor, his subcontractors or their agents, employees or other persons performing any of the abatement work.

1.8 Waste Management and Disposal

.1 Place materials defined as hazardous or toxic in designated containers.

.2 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.

.3 Disposal of asbestos waste generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Dispose of asbestos waste in sealed double thickness 0.15 mm thick sealable polyethylene waste bag or leak proof drums. Label containers with appropriate warning labels.

.4 Provide manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial.

1.9 Existing Conditions

.1 Reports and information pertaining to ACMs to be handled, removed, or otherwise disturbed and disposed of during this project are bound into this specification at back.

.2 Notify Client of friable material discovered during Work and not apparent from drawings, specifications, or report pertaining to Work. Do not disturb such

material pending instructions from consultant.

1.10 Scheduling

.1 Not later than ten (10) business days before beginning Work on this Project notify following in writing:

.1 The Owner.

.2 Regional Office of the Ministry of Labour, Immigration, Training and Skills by Development.

.3 Asbestos Consultant.

.4 Municipal landfill.

.2 Inform sub-trades of presence of asbestos containing materials identified in Existing Conditions.

.3 Submit to Client copy of notifications prior to start of Work.

.4 Hours of work are to be determined by the Owner.

1.11 Owner's Instructions

.1 Before beginning Work, provide Client satisfactory proof that every worker has had instruction and training in hazards of asbestos exposure, in personal hygiene including dress and showers, in entry and exit from Asbestos Work Area, in aspects of work procedures including glove bag procedures, and in use, cleaning, and disposal of respirators and protective clothing.

.2 Instruction and training related to respirators includes, at minimum:

.1 Fitting of equipment.

.2 Inspection and maintenance of equipment.

.3 Disinfecting of equipment.

.4 Limitations of equipment.

.3 Instruction and training must be provided by competent, qualified person.

.4 Supervisory personnel to complete required training.

PART 2 PRODUCTS

2.1 Materials

.1 Polyethylene: minimum 0.15 mm thick unless otherwise specified; in sheet size to minimize joints.

.2 Tape: fibreglass - reinforced duct tape suitable for sealing polyethylene under both dry conditions and wet conditions using amended water.

.3 Wetting agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether, or other material approved by Client, mixed with water in concentration to provide adequate penetration and wetting of asbestos containing material.

.4 Waste Containers: contain waste in two separate containers.

.1 Inner container: 0.15 mm thick sealable polyethylene waste bag.

.2 Outer container: second 0.15 mm thick sealable polyethylene bag.

.3 Labelling requirements: affix preprinted cautionary asbestos warning, in both official languages, that is visible when ready for removal to disposal site.

.5 Tape: tape suitable for sealing polyethylene to surfaces under both dry and wet conditions using amended water.

.6 Slow - drying sealer: non-staining, clear, water - dispersible type that remains tacky on surface for at least 8 hours and designed for purpose of trapping residual asbestos fibres.

PART 3 EXECUTION

3.1 Preparation

.1 Work Areas:

.1 Shut off and isolate air handling and ventilation systems to prevent fibre dispersal to other building areas during work phase. Conduct smoke tests to ensure that duct work is airtight. Seal and caulk joints and seams of active return air ducts within Asbestos Work Area.

.2 Pre-clean moveable furniture within proposed work area using HEPA vacuum and remove from work area to temporary location provided by Owner.

.3 Pre-clean fixed casework, plant, and equipment within proposed work area, using HEPA vacuum and cover with polyethylene sheeting sealed with tape.

.4 Clean proposed work area using, where practicable, HEPA vacuum cleaning equipment. If not practicable, use wet cleaning method. Do not use methods that raise dust, such as dry sweeping, or vacuuming using other than HEPA vacuum equipment.

.5 The spread of dust from the work area to be prevented by:

.1 Using enclosures of polyethylene or other suitable material that is impervious to asbestos (including, if the enclosure material is opaque, one or more transparent window areas to allow observation of the entire work area from outside the enclosure), if the work area is not enclosed by walls.

.2 Using curtains of polyethylene sheeting or other suitable material that is impervious to asbestos, fitted on each side of each entrance or exit from the work area.

.6 Put negative pressure system in operation and operate continuously from time first polyethylene is installed to seal openings until final completion of work including final cleanup and restoration of ceiling systems. Provide continuous monitoring of pressure difference using automatic recording instrument. The system is to maintain a negative air pressure of 0.02 inches [5 Pa] of water, relative to the area outside the enclosed area. The system is to be inspected and maintained by a competent person prior each use to ensure that there is no air leakage, and if the filter is found to be damaged or defective, it to be replaced before the ventilation system is used.

.7 Seal off openings such as corridors, doorways, windows, skylights, ducts, grilles, and diffusers, with polyethylene sheeting sealed with tape.

.8 Cover floor and wall surfaces with polyethylene sheeting sealed with tape.

Use two layers of FR polyethylene on floors. Cover floors first so that polyethylene extends at least 300 mm up walls then cover walls to overlap floor sheeting.

.9 Build airlocks at entrances to and exits from work area so that work area is always closed off by one curtained doorway when workers enter or exit.

.10 At each access to work areas install warning signs in both official languages in upper case "Helvetica Medium" letters reading as follows where number in parentheses indicates font size to be used: "CAUTION ASBESTOS HAZARD AREA (25 mm) NO UNAUTHORIZED ENTRY (19 mm) WEAR ASSIGNED PROTECTIVE EQUIPMENT (19 mm) BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM (7 mm)".

.11 After work area isolation, remove heating, ventilating, and air conditioning filters, pack in sealed plastic bags 0.15 mm minimum thick and treat as contaminated asbestos waste. Remove ceiling - mounted objects such as lights, partitions, other fixtures not previously sealed off, and other objects that interfere with asbestos removal, as directed by Consultant. Use localized water spraying during fixture removal to reduce fibre dispersal.

.12 Maintain emergency and fire exits from work area, or establish alternative exits satisfactory to Provincial/Municipal Fire Marshall.

.13 Where application of water is required for wetting asbestos containing materials, shut off electrical power, provide 24 volt safety lighting and ground fault interrupter circuits on power source for electrical tools, in accordance with applicable CSA Standard. Ensure safe installation of electrical lines and equipment.

.14 After preparation of work areas and Decontamination Enclosure Systems, remove texture coat and plaster ceilings, including lath, furring, channels, hangers, wires, clips, and dispose of as contaminated waste in specified containers. Spray asbestos debris and immediate work area with amended water to reduce dust, as work progresses.

.15 After preparation of work areas and Decontamination Enclosure Systems, for the removal of all other asbestos containing materials, remove within work area and dispose of as contaminated waste in specified containers. Spray asbestos debris and immediate work area with amended water to reduce dust, as work progresses.

.2 Worker Decontamination Enclosure System:

.1 Worker Decontamination Enclosure System includes Equipment and Access Room, Shower Room, and Clean Room, as follows:

.1 Equipment and Access Room: build Equipment and Access Room between Shower Room and work areas, with two curtained doorways, one to Shower Room and one to work areas. Install waste receptor, and storage facilities for workers' shoes and protective clothing to be re-worn in work areas. Build Equipment and Access Room large enough to accommodate specified facilities, other equipment needed, and at least one worker allowing him /her sufficient space to undress comfortably.

.2 Shower Room: build Shower Room between Clean Room and Equipment and Access Room, with two curtained doorways, one to Clean Room and one to Equipment and Access Room. Provide one shower for every five workers. Provide constant supply of hot and cold or warm water. Provide piping and connect to water sources and drains. Pump waste water through 5 micrometre filter system acceptable to Client before directing into

drains. Provide soap, clean towels, and appropriate containers for disposal of used respirator filters.

.3 Clean Room: build Clean Room between Shower Room and clean areas outside of enclosures, with two curtained doorways, one to outside of enclosures and one to Shower Room. Provide lockers or hangers and hooks for workers' street clothes and personal belongings. Provide storage for clean protective clothing and respiratory equipment. Install mirror to permit workers to fit respiratory equipment properly.

.3 Container and Equipment Decontamination Enclosure System:

.1 Container and Equipment Decontamination Enclosure System consists of Staging Area within work area, Holding Room, and Unloading Room. Purpose of system is to provide means to decontaminate waste containers, scaffolding, waste and material containers, vacuum and spray equipment, and other tools and equipment for which Worker Decontamination Enclosure System is not suitable.

.1 Staging Area: designate Staging Area in work area for gross removal of dust and debris from waste containers and equipment, labelling and sealing of waste containers, and temporary storage pending removal to Washroom. Equip Staging Area with curtained doorway to Washroom.

.2 Holding Room: build Holding Room between Washroom and Unloading Room, with two curtained doorways, one to Washroom and one to Unloading Room. Build Holding Room sized to accommodate at least two waste containers and largest item of equipment used.

.3 Unloading Room: build Unloading Room between Holding Room and outside, with two curtained doorways, one to Holding Room and one to outside.

.4 Construction of Decontamination Enclosures:

.1 Build suitable framing for enclosures, and line with polyethylene sheeting sealed with tape. Use two layers of FR polyethylene on floors.

.2 Build curtained doorways between enclosures so that when people move through or when waste containers and equipment are moved through doorway, one of two closures comprising doorway always remains closed.

.5 Separation of Work Areas from Occupied Areas:

.1 Separate parts of building required to remain in use from parts of

building used for asbestos abatement by means of airtight barrier system constructed as follows:

.1 Build suitable floor to ceiling lumber or metal stud framing, cover with polyethylene sheeting sealed with tape, and apply 9 mm minimum thick plywood. Seal joints between plywood sheets and between plywood and adjacent materials with surface film forming type sealer, to create airtight barrier.

.2 Cover plywood barrier with polyethylene sealed with tape, as specified for work areas.

.6 Maintenance of Enclosures:

.1 Maintain enclosures in tidy condition.

.2 Ensure that barriers and polyethylene linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.

.3 Visually inspect enclosures at beginning of each working period.

.4 Use smoke methods to test effectiveness of barriers when directed by Client.

.7 Do not begin Asbestos Abatement work until:

.1 Arrangements have been made for disposal of waste.

.2 For wet stripping techniques, arrangements have been made for containing, filtering, and disposal of waste water.

.3 Work areas, decontamination enclosures, and parts of building required to remain in use are effectively segregated.

.4 Tools, equipment, and materials waste containers are on hand.

.5 Arrangements have been made for building security.

.6 Warning signs are displayed where access to contaminated areas is possible.

.7 Notifications have been completed and other preparatory steps have been taken.

3.2 Supervision

.1 Minimum of one Supervisor for every ten workers is required.

.2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, or other handling of asbestos containing materials.

3.3 Asbestos removal

.1 Before removing asbestos:

.1 Prepare site.

.2 Spray asbestos material with water containing specified wetting agent, using airless spray equipment capable of providing "mist" application to prevent release of fibres. Saturate asbestos material sufficiently to wet it to substrate without causing excess dripping. Spray asbestos material repeatedly during work process to maintain saturation and to minimize asbestos fibre dispersion.

.2 Remove saturated asbestos material in small sections. Do not allow saturated asbestos to dry out. As it is being removed pack material in sealable plastic bags 0.15 mm minimum thick and place in labelled containers for transport.

.3 Seal filled containers. Clean external surfaces thoroughly by wet sponging. Remove from immediate working area to Staging Area. Clean external surfaces thoroughly again by wet sponging before moving containers to decontamination Washroom. Wash containers thoroughly in decontamination Washroom, and store in Holding Room pending removal to Unloading Room and outside. Ensure that containers are removed from Holding Room by workers who have entered from uncontaminated areas dressed in clean coveralls.

.4 After completion of stripping work, wire brushed and wet sponged surfaces from which asbestos has been removed to remove visible material. During this work keep surfaces wet.

.5 After wire brushing and wet sponging to remove visible asbestos, wet clean entire work area including Equipment and Access Room, and equipment used in process. After 24-hour period to allow for dust settling, wet clean these areas and objects again. During this settling period no entry, activity, or ventilation will be permitted. After inspection by Consultant apply continuous coat of slow drying sealer to surfaces of work area. Allow at least 16 hours with no entry, activity, ventilation, or disturbance other than operation of negative pressure units during this period.

.6 Work is subject to visual inspection and air monitoring. Contamination of surrounding areas indicated by visual inspection or air monitoring will require complete enclosure and clean-up of affected areas.

.7 Cleanup:

.1 Frequently during Work and immediately after completion of work, clean up dust and asbestos containing waste using HEPA vacuum or by damp mopping.

.2 Place dust and asbestos containing waste in sealed dust tight waste bags. Treat drops sheets and disposable protective clothing as asbestos waste and wet and fold to contain dust and then place in waste bags.

.3 Immediately before their removal from Asbestos Work Area and disposal, clean each filled waste bag using damp cloths or HEPA vacuum and place in second clean waste bag.

.4 Seal and remove double bagged waste from site. Dispose of in accordance with requirements of Provincial/Territorial and Federal authority having jurisdiction. Supervise dumping and ensure that dump operator is fully aware of hazardous nature of material to be dumped and that guidelines and regulations for asbestos disposal are followed.

.5 Perform final thorough clean-up of Asbestos Work Areas and adjacent areas affected by Work using HEPA vacuum.

3.4 FINAL CLEANUP & Air Clearance Monitoring

.1 Following cleaning specified in 3.3.7. When cleaning is complete:

.1 Site must be dry prior to clearance air monitoring.

.2 The number of clearance air monitoring samples (per enclosure) will be as follows:

.1 2 samples for less than 10 square metres.

.2 3 samples for 10 to 500 square metres.

.3 5 samples for more than 500 square metres.

.3 Prior to clearance air monitoring, install clean 20-inch fans for air circulation during clearance air monitoring.

.1 At least one fan per 10,000 cubic feet of space in Asbestos Work Area.

.2 Install in centre of Asbestos Work Area and space evenly.

.3 The fan exhaust shall be directed upwards or toward the ceiling.

.4 The fans shall be operated at the lowest speed setting.

Work areas, decontamination enclosures, and parts of building required to remain in use are effectively segregated.

.4 Restrict access to Asbestos Work Area and operate negative air units for

a 12-hour period prior to visual inspection.

.5 The HEPA filtered negative pressure machines shall be in operation during clearance air monitoring.

.6 In the presence of the Asbestos Abatement Consultant, immediately prior to clearance air monitoring, use a leaf blower to dislodge loose fibre.

.1 Direct leaf blower against walls, ceilings, floors, and other surfaces.

.2 Perform this for at least five minutes per 1,000 sq. ft. of Asbestos Work Area.

.2 Clearance air monitoring will be collected as follows:

.1 Air monitoring will be performed following the National Institute for Occupational Safety and Health method 7400, Asbestos and other fibres by PCM (Phase Contrast Microscopy).

.2 PCM samples will be collected from within the Asbestos Work Area, after the site has passed a visual inspection and an acceptable coat of post removal sealant has been applied. These airborne fibre levels must be less than 0.01 fibre/cubic centimeter (f/cc), after forced air monitoring and PCM analysis (clearance air monitoring inspection). If these results show fibre levels in excess of 0.01 f/cc:

.1 Maintain Asbestos Work Area isolation.

.2 Re-clean entire Asbestos Work Area as specified in 3.3.7.

.3 Apply another acceptable coat of post removal sealant to exposed surfaces throughout the Work area.

.4 Repeat the above measures until visually inspected and air monitoring results are at a level equal to that specified.

.5 Continue with 3.4.7.2 and 3.4.7.4 above, the Asbestos Abatement Contractor can pay for analysis of samples by Transmission Electron Microscopy (TEM) if Consultant deems necessary. Laboratory performing TEM analysis is to be NVLAP accredited.

.3 Cost of additional inspections and clearance air monitoring performed as a result of elevated fibre levels may be charged to the Asbestos Abatement Contractor at the Owner’s discretion.

3.5 Re-establishment of Objects and Systems

.1 When cleanup is complete:

.1 Re-establish objects and furniture moved to temporary locations in course of Work, in their proper positions.

.2 Re-secure mounted objects removed in course of Work in their former positions.

.3 Re-establish mechanical and electrical systems in proper working order. Install new filters. Re-install all salvaged light fixtures and adjust as required to ensure proper fit to new ceiling finishes.

.4 Repair or replace objects damaged in the course of Work, as directed by Client.

3.6 Inspection

.1 Perform inspections of Asbestos Work Area to confirm compliance with specification and governing authority requirements. Deviations from these requirements that have not been approved in writing by Client may result in Work stoppage, at no cost to Owner.

.2 The Consultant will inspect Work for:

.1 Adherence to specific procedures and materials.

.2 Final cleanliness and completion.

.3 No additional costs will be allowed by Contractor for additional labor

or materials required to provide specified performance level.

.3 When asbestos leakage from Asbestos Work Area has occurred or is likely to occur Client and/or Consultant may order Work shutdown.

.1 No additional costs will be allowed by Contractor for additional labor or materials required to provide specified performance level.

PART 1 - GENERAL

1.1 References

.1 American Society for Testing and Materials (ASTM)

.1 ASTM D 3960- 93 , Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.

.2 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-1.36- 97 , General Purpose Interior Varnish.
.2 CAN/CGSB-1.38- M91 , Interior Enamel Undercoater.
.3 CGSB 1-GP-48M- 78 , Primer, Marine, for Steel.
.4 CAN/CGSB-1.57- 96 , Alkyd, Interior, Semigloss, Enamel.
.5 CAN/CGSB-1.60- 97 , Interior Alkyd Gloss Enamel.
.6 CAN/CGSB-1.68- M91 , Solvent Type Primer-Sealer for Interior Walls.
.7 CAN/CGSB-1.73- 97 , Exterior and Interior Enamel for Floors.
.8 CAN/CGSB-1.100- 95 , Interior Latex Type, Flat Paint.
.9 CAN/CGSB-1.102- M89 , Clear Alkyd Type Sealer.
.10 CAN/CGSB-1.118- 95 , Interior Alkyd, Flat Finish.
.11 CAN/CGSB-1.119- 95 , Primer-Sealer, Wall, Interior Latex Type.
.12 CAN/CGSB-1.121- 93 , Vinyl Pretreatment Coating for Metals (Vinyl Wash Primer).
.13 CAN/CGSB-1.126- M91 , Vinyl Sealer for Wood.
.14 CAN/CGSB-1.143- M90 , Heat Resistant Aluminum Enamel, Silicone Alkyd.
.15 CAN/CGSB-1.145- 97 , Solvent-Based Pigmented Stain.
.16 CAN/CGSB-1.146- 92 , Cold Curing, Gloss Epoxy Coating.
.17 CAN/CGSB-1.150- M91 , Clear Lacquer for Wood Furniture.
.18 CAN/CGSB-1.153- M90 , High Build, Gloss, Epoxy Coating.
.19 CAN/CGSB-1.165- M89 , Cold Curing Epoxy Primer.
.20 CAN/CGSB-1.175- 97 , Polyurethane Interior Coating, Oil Modified, Clear, Gloss and Satin.
.21 CGSB 1-GP-180Ma- 96 , Coating, Polyurethane, Two-Package, General Purpose.
.22 CAN/CGSB-1.188- 96 , Emulsion Type Filler Masonry Block.
.23 CGSB 1-GP-193Ma- 83 , Coating, High-Build Epoxy, Marine.
.24 CAN/CGSB-1.195- 95 , Interior Semigloss Latex Paint.
.25 CAN/CGSB-1.198- 95 , Cementitious Primer (for Galvanized Surfaces).

.26 CAN/CGSB-1.202- 96 , Interior Low Gloss Alkyd Enamel.
.27 CAN/CGSB-1.209- 93 , Low Sheen Latex Interior Paint.
.28 CGSB 85-GP-1M- 78 , Painting (New) Exterior Wooden Surfaces.
.29 CGSB 85-GP-2M- 78 , Painting (Maintenance) of Exterior Painted Wooden Surfaces.
.30 CGSB 85-GP-10M- 79 , Shop Painting Structural Steel.
.31 CGSB 85-GP-11M- 80 , Painting Steel for Protection Against Continuous Wetting.
.32 CGSB 85-GP-13M- 80 , Painting Structural Steel for Protection Against Heavy Industrial Atmospheres.
.33 CGSB 85-GP-14M- 78 , Painting Steel Surfaces Exposed to Normally Dry Weather.
.34 CGSB 85-GP-15M- 78 , Painting, Maintenance, Exterior Steel Exposed to Normally Dry Weather.
.35 CGSB 85-GP-16M- 79 , Painting Galvanized Steel.
.36 CGSB 85-GP-18M- 80 , Painting, Maintenance, Exterior, Steel, for Protection Against Continuous Wetting.
.37 CGSB 85-GP-20M- 79 , Painting copper and Copper Alloys.
.38 CGSB 85-GP-31M- 79 , Painting Stucco, Masonry and Brick Surfaces.
.39 CGSB 85-GP-32M- 79 , Painting Concrete Floors.
.40 CGSB 85-GP-33M- 79 , Painting Interior Plaster and Wallboard.
.41 CAN/CGSB-85.100- 93 , Painting.

.3 Canadian Painting Contractors' Association (CPCA).
.1 Painting Specifications Manual 1993 .

.4 Canadian Standards Association (CSA)
.1 CSA Z760- 94 , Life Cycle Assessment.

.5 Environmental Choice Program (ECP)
.1 ECP-67- 95 , Recycled Water-Borne Surface Coatings.
.2 ECP-76- 98 , Surface Coatings.

.6 Environmental Protection Agency (EPA)
.1 EPA-SW-846, Test Methods for Evaluating Solid Wastes.

.7 International Organization for Standardization (ISO)
.1 ISO 14040/14041- 1997 , Environmental Management - Life Cycle Assessment.

.8 National Fire Code of Canada 1995 .

.9 Steel Structures Painting Council (SSPC).

.1 Systems and Specifications Manual 1989.

1.2 Quality Assurance

.1 Retain purchase orders, invoices and other documents to prove that all materials utilized in this contract meet requirements of the specifications. Produce documents when requested by Architect.

.2 Standard of Acceptance:
.1 Walls: No defects visible from a distance of 1000 mm at 90 degrees to surface.
.2 Ceilings: No defects visible from floor at 45 degrees to surface when viewed using final lighting source.
.3 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

1.3 Delivery, Storage and Handling

.1 Deliver and store materials in original containers, sealed, with labels intact.

.2 Indicate on containers or wrappings:
.1 Manufacturer's name and address.
.2 Type of paint.
.3 Compliance with applicable standard.
.4 Colour number in accordance with established colour schedule.

.3 Remove damaged, opened and rejected materials from site.

.4 Provide and maintain dry, temperature controlled, secure storage.

.5 Observe manufacturer's recommendations for storage and handling.

.6 Store materials and supplies away from heat generating devices.

.7 Store materials and equipment in a well ventilated area with temperature range 7 to 30 C.

.8 Store temperature sensitive products above minimum temperature as recommended by manufacturer.

.9 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Engineer. After completion of operations, return areas to clean condition to approval of Engineer.

.10 Provide minimum one 9 kg Type ABC dry chemical fire

extinguisher adjacent to storage area.

.11 Remove only in quantities required for same day use.

.12 Fire Safety Requirements:
.1 Store oily rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a daily basis.
.2 Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.

1.4 Scheduling

.1 Submit work schedule for various stages of painting to Consultant for approval. Submit schedule minimum of 48 hours in advance of proposed operations.

.2 Obtain written authorization from Consultant for any changes in work schedule.

.3 Schedule painting operations to prevent disruption of occupants in and about the building.

1.5 Extra Materials

.1 Submit one - one litre can of each type and colour of primer finish coating . Identify colour and paint type in relation to established colour schedule and finish formula.

.2 Deliver to Owner and store where directed.

PART 2 - PRODUCTS

2.1 Materials

.1 Paint materials for each coating formula to be products of a single manufacturer.

.2 Low odour products: Whenever possible, select products exhibiting low odour characteristics. If two products are otherwise equivalent, select the product with the lowest odour.

.3 Paints, coatings, adhesives, solvents, cleaners, lubricants, and other fluids, shall possess the following characteristics: water-based, water soluble , water clean-up , non-flammable , biodegradable , low Volatile Organic Compound (VOC) content , manufactured without compounds which contribute to ozone depletion in the upper atmosphere , manufactured

without compounds which contribute to smog in the lower atmosphere , do not contain methylene chloride , do not contain chlorinated hydrocarbons , do not contain toxic metal pigments .

.4 Water-borne surface coatings must:
.1 Meet or exceed all applicable governmental and/or industrial safety and performance standards.
.2 Manufactured and transported in such a manner that all steps of the process, including the disposal of waste products arising therefrom, will meet the requirements of all applicable governmental acts, by-laws and regulations including, for facilities located in Canada, the Fisheries Act and the Canadian Environmental Protection Act (CEPA).

.5 Water-borne surface coatings must not be formulated or manufactured with: aromatic solvents, formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavelant chromium or their compounds.

.6 Water-borne surface coatings and recycled water-borne surface coatings must have a flash point of 61.0 C or greater.

.7 Water-borne surface coatings and recycled water-borne surface coatings must contain information describing proper disposal methods within their packaging.

.8 Fire retardant paint: 'Flamort 6-3". Class 'A'
Flame Spread**: 25**
Smoke Development**: 5**
VOC**: 0**
Flash Point: None
Reducer/ Cleaner: Water
Packaging: 1-gal., 5-gal. pails, 50 gal. drums
Weight per gallon: 12 lbs.
Rate of application- 100 sq. ft. / gallon

.9 Fire Retardant Intumescent Paint: Flamort Class 'A'
Colour: White (may be tinted up to 2 fl. Oz. per gallon, with Universal Colourants. Check colourant for compatibility)
VOC: 30.8 g/l
Flame Spread - 25 Smoke Development - 35
Spread Rate: 150 sq. ft. in one coat, or 350 sq. ft. in two coats. Allow 4 hrs. dry time between coats.

Volume Solids: 48% +/-2
Flash Pt. : None
Reducer/Cleaner: Water
Packaging: 1-gallon, 5-gallon pails, and 50 gallon drums.

2.2 Colours

.1 Consultant will provide Colour Schedule after contract award. Refer to drawing sk-C1, attached here-in.

.2 Colour schedule will be based upon the selection of two base colours for the interior and four interior accent colours.

.3 Selection of colours will be from manufacturer's full range of colours.

.4 Where specific products are available in a restricted range of colours, selection will be based on the limited range.

.5 Perform all colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials allowed only with Consultant's written permission.

.6 Second coat in a three coat system to be tinted slightly lighter colour than top coat to show visible difference between coats.

2.3 Paint Finishes

.1 Formula 1 (Latex): for concrete, masonry walls apply:
.1 one coat latex primer-sealer CAN/CGSB-1.119.
.2 two coats acrylic semigloss CAN/CGSB-1.195.
.3 CPCA System INT-7-A, premium. Finish coat: semigloss.

.2 Formula 2 (Latex): for gypsum board walls apply:
.1 one coat latex primer-sealer CAN/CGSB-1.119.
.2 two coats lowgloss enamel CAN/CGSB-1.195.
.3 CPCA System INT-4-B, premium . Finish coat: lowgloss or eggshell to be decided on site .

.3 Formula 3 (Latex): for gypsum board ceilings apply:
.1 one coat latex primer-sealer CAN/CGSB-1.119.
.2 two coats low gloss enamel CAN/CGSB-1.209.
.3 CPCA System INT-4-B, premium . Finish coat: semigloss .

.4 Formula 4 (Epoxy): for shop primed ferrous metal surfaces apply:
.1 one coat cold cured epoxy primer CAN/CGSB-1.165 (Type 1).

.2 two coats cold cured gloss epoxy CAN/CGSB-1.146. two coats high build gloss epoxy CAN/CGSB-1.153.
.3 CPCA System INT-12-D, premium .

.5 Formula 5 (Alkyd): for galvanized and zinc coated metal apply:
.1 one coat cementitious primer CAN/CGSB-1.198.
.2 two coats semigloss enamel CAN/CGSB-1.195.
.3 CPCA System INT-13-D, premium . Finish coat: semigloss.

.6 Formula 6 (Polyurethane): for concrete floors apply.
.1 one coat two-component polyurethane CGSB1-GP-180Ma (Type 2). Reduced.
.2 two coats two-component polyurethane CGSB1-GP-180Ma (Type 2). Reduced.
.3 CPCA System INT-9-C, premium.

.7 Formula 7 (Alkyd): for copper piping and fittings apply:
.1 one coat vinyl wash primer CAN/CGSB-1.121.
.2 two coats semigloss enamel CAN/CGSB-1.57.
.3 CPCA System INT-16-A, premium . Finish coat: semigloss .

2.4 Clear Finishes

.1 Formula 26 (Polyurethane): for woodwork to receive clear finish apply:
.1 one coat wood filler.
.2 one coat oil modified clear polyurethane CAN/CGSB-1.175 Type 2.
.3 two coats oil modified clear polyurethane CAN/CGSB-1.175 Type 2 semigloss.
.4 CPCA System INT-1-D, premium satin .

PART 3 - EXECUTION

3.1 General

.1 Perform all painting operations in accordance with CAN/CGSB-85.100 except where specified otherwise.

.2 Perform all painting operations in accordance with CPCA Painting Specifications Manual except where specified otherwise.

.3 Apply all paint materials in accordance with paint manufacturer's written application instructions.

4. All new and not pre-finished surfaces to receive paint or clear urethane finishes.

.5 In addition to the new and renovated work, the entire exterior of the building, except new prefinished materials to front additions, to be painted white.

Include in your price the cost of minor patching of existing substrade before painting.

3.2 Preparation

.1 Remove electrical cover plates, light fixtures, surface hardware on doors, door stops, bath accessories and all other surface mounted fittings and fastenings prior to undertaking any painting operations. Store for re-installation after painting is completed.

.2 Move and cover furniture and portable equipment as necessary to carry out painting operations. Replace as painting operations progress.

.3 As painting operations progress, place "WET PAINT" signs in occupied areas to approval of Engineer.

3.3 Protection

.1 Protect existing building surfaces not to be painted from paint spatters, markings and other damage. If damaged, clean and restore such surfaces as directed by Engineer.

.2 Cover or mask floors, windows and other ornamental hardware adjacent to areas being painted to prevent damage and to protect from paint drops and splatters. Use non-staining coverings.

.3 Protect items that are permanently attached such as Fire Labels on doors and frames.

.4 Protect factory finished products and equipment. Including all signage and millwork

.5 Protect building occupants and the general public in and about the building.

3.4 Existing Conditions

.1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Engineer all damage, defects, unsatisfactory or unfavourable conditions before proceeding with work.

.2 Investigate moisture content of surfaces to be painted and report findings to Engineer. Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

.3 Maximum moisture content as follows:

.1 Plaster and wallboard: 12%.
.2 Masonry/Concrete: 12%.
.3 Concrete Block/Brick: 12%.

.4 Wood: 15%.

3.5 Cleaning

.1 Clean all surfaces to be painted as follows:
.1 Remove all dust, dirt, and other surface debris by vacuuming, wiping with dry, clean cloths or compressed air .
.2 Wash surfaces with solution of T.S.P. bleach and clean warm water using a stiff bristle brush to remove dirt, oil and other surface contaminants.
.3 Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.
.4 Allow surfaces to drain completely and allow to dry thoroughly.
.5 To prepare surfaces for water-based painting, water-based cleaners should be used in place of organic solvents.
.6 Use trigger operated spray nozzles for water hoses.
.7 Many water-based paints cannot be removed with water once dried. However, minimize the use of kerosene or any such organic solvents to clean up water-based paints.

.2 Sand existing surfaces with intact, smooth, high gloss coatings to provide adequate adhesion for new finishes.

3.6 Surface Preparation

.1 Prepare new wood surfaces to CGSB 85-GP-1M.

.2 Where possible, prime all surfaces of new wood surfaces before installation. Use same primers as specified for exposed surfaces.

.3 Prepare stucco, brick, concrete masonry and concrete surfaces to CGSB 85-GP-31M.

.4 Prepare concrete floors to CGSB 85-GP-32M. Prepare new concrete floor by acid etching. Rinse with clean water and thoroughly dry.

.5 Prepare plaster and wallboard surfaces to CGSB 85-GP-33M.

3.7 Surface Preparation -Metal

.1 Clean new metal surfaces to be painted by: removing rust, loose mill scale, welding slag, dirt, oil, grease and other foreign substances in accordance with the following:
.1 Solvent cleaning: SSPC-SP-1.
.2 Hand tool cleaning: SSPC-SP-2.
.3 Power tool cleaning: SSPC-SP-3.
.4 Commercial blast cleaning: SSPC-SP-6.
.5 Brush-off blast cleaning: SSPC-SP-7.

.2 Clean existing metal surfaces to be repainted by: removing loose, cracked, brittle or non-adherent paint,

rust, loose mill scale, welding slag, dirt, oil, grease and other foreign substances in accordance with following:

.1 Scrape edges of old paint back to sound material. Where remaining paint is thick and sound, feather exposed edges.

.2 Commercial blast clean rusted and bare metal surfaces where existing paint system has failed.

.3 Solvent cleaning: SSPC-SP-1.

.4 Hand tool cleaning: SSPC-SP-2.

.5 Power tool cleaning: SSPC-SP-3.

.6 Commercial blast cleaning: SSPC-SP-6.

.7 Brush-off blast cleaning: SSPC-SP-7.

.3 Remove traces of blast products from surfaces, pockets and corners to be painted by brushing with clean brushes , or vacuum cleaning .

.4 Touch up shop primer to CGSB 85-GP-10M with primer as specified in applicable section. Touch-up to include cleaning and painting of field connections, welds, rivets, nuts, washers, bolts, and damaged or defective paint and rusted areas.

.5 Prepare galvanized steel and zinc coated steel surfaces to CGSB 85-GP-16M.

.6 Prepare copper and copper alloys surfaces to CGSB 85-GP-20M.

.7 Prepare new steel surfaces exposed normally to dry conditions to CGSB 85-GP-14M.

.8 Prepare previously painted steel surfaces exposed normally to dry conditions to CGSB 85-GP-15M.

.9 Prepare steel surfaces exposed to industrial environments to CGSB 85-GP-13M.

.10 Prepare steel surfaces exposed to water or high humidity levels to CGSB 85-GP-11M CGSB 85-GP-18M .

.11 Do not apply paint until prepared surfaces have been accepted by Consultant .

3.8 Mixing Paint

.1 Mix ingredients in container before and during use and ensure breaking up of lumps, complete dispersion of settled pigment, and uniform composition.

.2 Thin paint for spraying according to manufacturer's

instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Engineer.

.3 Do not use kerosene or any such organic solvents to thin water-based paints.

3.9 Application

.1 Method of application to be as approved by Engineer. Apply paint by brushroller air sprayer airless sprayer . Conform to manufacturer's application instructions unless specified otherwise.

.2 Brush application.

.1 Work paint into cracks, crevices and corners. Paint surfaces not accessible to brushes by spray, daubers or sheepskins.

.2 Brush out runs and sags.

.3 Remove runs, sags and brush marks from finished work and repaint.

.3 Spray application.

.1 Provide and maintain equipment that is suitable for intended purpose, capable of properly atomizing paint to be applied, and equipped with suitable pressure regulators and gauges.

.2 Keep paint ingredients properly mixed in containers during paint application either by continuous mechanical agitation or by intermittent agitation as frequently as necessary.

.3 Apply paint in a uniform layer, with overlapping at edges of spray pattern.

.4 Brush out immediately all runs and sags.

.5 Use brushes to work paint into cracks, crevices and places which are not adequately painted by spray.

.4 Use dipping, sheepskins or daubers only when no other method is practical in places of difficult access and only when specifically authorized by Engineer.

.5 Apply each coat of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.

.6 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.

.7 Sand and dust between each coat to remove visible defects.

.8 Finish tops of cupboards, cabinets and projecting

ledges, both above and below sight lines as specified for surrounding surfaces.

.9 Finish inside of cupboards and cabinets as specified for outside surfaces.

.10 Finish closets and alcoves as specified for adjoining rooms.

.11 Finish top, bottom, edges and cutouts of doors after fitting as specified for door surfaces.

3.10 Mechanical Electrical Equipment

.1 In finished areas: paint exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment. Colour and texture to match adjacent surfaces, except as noted otherwise.

.2 In boiler room, mechanical and electrical rooms: paint exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment.

.3 In other unfinished areas: leave exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment in original finish and touch up scratches and marks.

.4 Touch up scratches and marks on factory painted finishes and equipment with paint as supplied by manufacturer of equipment.

.5 Do not paint over nameplates.

.6 Keep sprinkler heads free of paint.

.7 Paint inside of ductwork where visible behind grilles, registers and diffusers with primer and one coat of matt black paint.

.8 Paint disconnect switches for fire alarm system and exit light systems in red enamel.

.9 Paint all fire protection piping red .

.10 Paint all natural gas piping yellow .

.11 Paint both sides and edges of backboards for telephone and electrical equipment before installation. Leave equipment in original finish except for touch-up as required, and paint conduits, mounting accessories and other unfinished items.

3.11 Field Quality Control

.1 Field inspection of painting operations to be carried out be independent inspection firm as designated by Engineer.

.2 Advise Engineer when each applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.

.3 Co-operate with inspection firm and provide access to all areas of the work.

3.12 Restoration

.1 Clean and re-install all hardware items that were removed before undertaken painting operations.

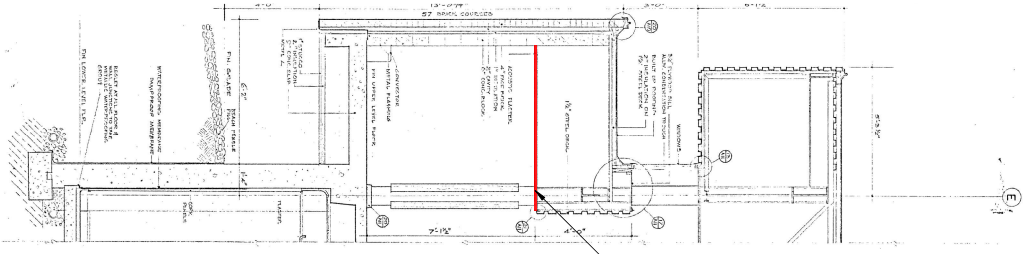
.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Remove paint splashing on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.

.4 Protect freshly completed surfaces from paint droppings and dust to approval of Engineer. Avoid scuffing newly applied paint.

.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Architect.

End of Section

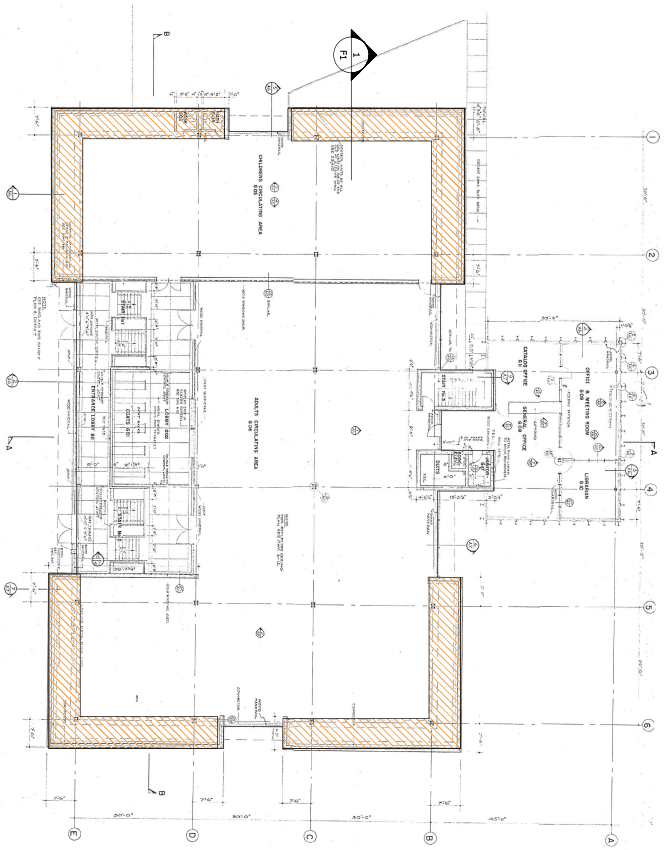


SECTION
SCALE 3/16" = 1'-0"
1 / F1

REMOVE EXISTING 1/4" TO 3/8" ASBESTOS CONTAINING ACOUSTIC PLASTER, ASBESTOS CONTAINING PLASTER SCRATCH COAT AND ROCK LATHE TO REMAIN IN PLACE.

LEGEND

AREA OF ABATEMENT



MAIN LEVEL PLAN
SCALE 1/32" = 1'-0"

NOTES:
OPAQUE HOARDING WALLS ARE TO BE INSTALLED AROUND ALL TYPE 3 CONTAINMENTS.

TULLOCH
ISSUED FOR TENDER
AUGUST 25, 2023

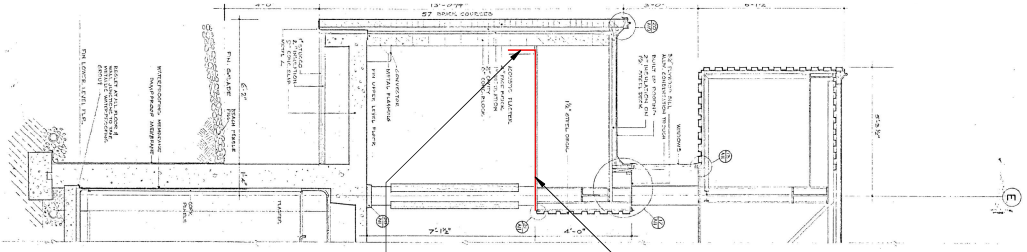
PROJECT:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
JAMES L. MCINTYRE CENTENNIAL LIBRARY ASBESTOS ABATEMENT
50 EAST STREET, SAULT STE. MARIE, ON

DRAWING:
ASBESTOS ABATEMENT
PLAN AND SECTION

ENGINEER'S SEAL

No.	DATE	BY	ISSUES / REVISIONS
0	AUG. 25, 2023	C.M.	ISSUED FOR TENDER

DRAWN BY: C.M.	CHECKED BY: T.M.	PROJECT No.: 23-0960	
DESIGNED BY: T.M.	APPROVED BY: T.M.	DRAWING No. F1	REVISION No. 0
SCALE: As Noted	DATE: AUG. 23, 2023		



SECTION
SCALE 3/16" = 1'-0"
1/F2

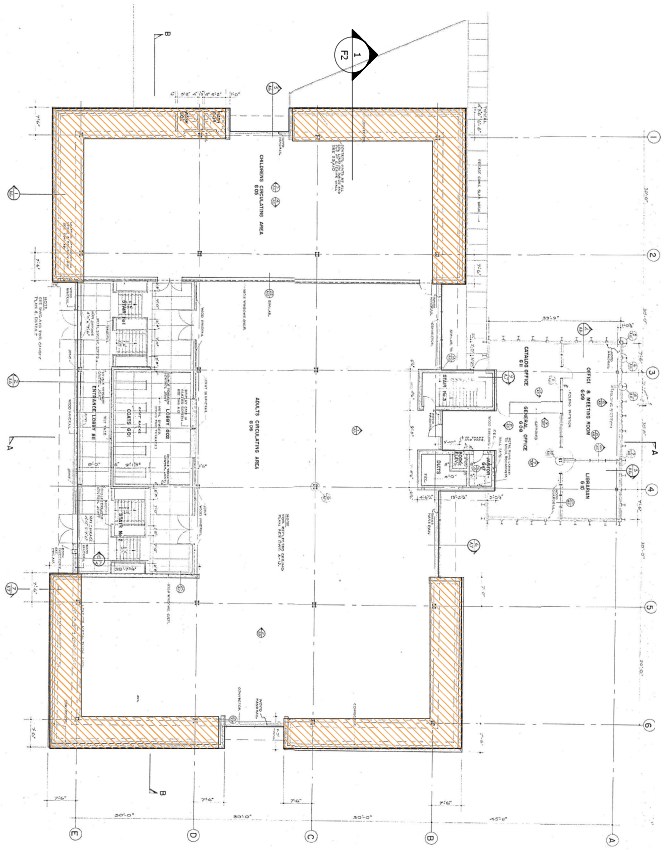
NEW 1x4 POPLAR BOARD AFFIXED TO THE CONCRETE BLOCK WALL. FULL PERIMETER, AND PAINTED WITH 2 COATS OF LATEX PRIMER AND 2 COATS OF SATIN WHITE LATEX PAINT. ALL JOINTS AND TRANSITIONS TO BE SEALED WITH PAINTABLE LATEX CAULKING.

INSTALL MINIMUM 1/8" FINISH COAT OF DRYWALL COMPOUND AND FINISH SMOOTH. APPLY 2 COATS OF DRYWALL PRIMER AND 2 COATS OF WHITE LOW LUSTER LATEX CEILING PAINT.

NOTES:
ALL OPAQUE HOARDING WALLS AND CONTAINMENT IS TO REMAIN IN PLACE WHEN ALL WORK IS COMPLETED. NEGATIVE PRESSURE IS TO BE MAINTAINED TO PREVENT THE MIGRATION OF DUST AND VAPOURS DURING RESTORATION.

LEGEND

AREA OF RESTORATION



MAIN LEVEL PLAN
SCALE 1/32" = 1'-0"

NOTE:
CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY REMOVAL AND REINSTALLATION OF ALL LIGHTING.

TULLOCH
ISSUED FOR TENDER
AUGUST 25, 2023

PROJECT:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
JAMES L. MCINTYRE CENTENNIAL LIBRARY ASBESTOS ABATEMENT
50 EAST STREET, SAULT STE. MARIE, ON

TULLOCH

DRAWING:
POST-ABATEMENT RESTORATION PLAN AND SECTION

ENGINEER'S SEAL

No.	DATE	BY	ISSUES / REVISIONS
0	AUG. 25, 2023	C.M.	ISSUED FOR TENDER

DRAWN BY: C.M.	CHECKED BY: T.M.	PROJECT No.: 23-0960	
DESIGNED BY: T.M.	APPROVED BY: T.M.	DRAWING No. F2	REVISION No. 0
SCALE: As Noted	DATE: AUG. 23, 2023		

PROJECT:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
JAMES L. McINTYRE CENTENNIAL LIBRARY ASBESTOS ABATEMENT
50 EAST STREET, SAULT STE. MARIE, ON

DRAWING:

PHOTOS

ENGINEER'S SEAL

No.	DATE	BY	ISSUES / REVISIONS
0	AUG. 25, 2023	C.M.	ISSUED FOR TENDER

DRAWN BY:	CHECKED BY:	PROJECT No.:
C.M.	T.M.	23-0960

DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
T.M.	T.M.	F3	0

SCALE:	DATE:
As Noted	AUG. 23, 2023

ISSUED FOR TENDER
AUGUST 25, 2023

PHOTO 1
EXISTING CEILING BUILDUP OF TEXTURED PLASTER, PLASTER AND ROCK LATHE

PHOTO 2
GENERAL VIEW OF CEILINGS TO BE ABATED

PHOTO 3
INSPECTION HOLE IN CEILING TO BE ABATED

PHOTO 4
GENERAL VIEW OF TYPICAL ABATEMENT AREA

PHOTO 5
GENERAL VIEW OF ABATEMENT AREA

PHOTO 6
TYPICAL LIGHT FIXTURE TO BE REMOVED AND REPLACED

P:\2023\230960 City of SSM - James L. McIntyre Centennial Library\03 Drawings\23-0960 - Centennial Library Asb Abatement - 082523.dwg

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-78

PROPERTY ACQUISITION: A by-law to authorize the acquisition of property located at civic 254 Sydenham Road, 677 and 681 Brunswick Avenue (Healey).

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. **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 affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

Schedule "A" 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 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-78 Property Acquisition 254 Sydenham 677&681 Brunswick.docx

SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Robert Victor Healey and Eleanor Healey (or as otherwise directed)
ADDRESS:	254 Sydenham Road, 677 and 681 Brunswick Avenue
LEGAL DESCRIPTION:	254 Sydenham Road PIN 31585-0054 (LT) LT 707-709 PL 7602 KORAH; PT LT 706 PL 7602 KORAH AS IN T144886; SAULT STE. MARIE 677 Brunswick Avenue & 681 Brunswick Avenue PIN 31585-0055 (LT) LT 703-705 PL 7602 KORAH; PT LT 706 PL 7602 KORAH AS IN T79140; SAULT STE. MARIE
CONSIDERATION:	Ten Thousand ($10,000.00) Dollars (subject to usual adjustments)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-79

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots in the **Stonehouse Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Stonehouse Subdivision** was registered in the Land Titles Division on **September 18, 1887 as Plan 958**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Stonehouse Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF STONEHOUSE SUBDIVISION DEEMED NOT REGISTERED**

LOTS B AND 17, PART LOTS 16, 18 AND 33, PART ST. THOMAS STREET, PLAN 958 ST. MARY'S, CLOSED BY T451291; PARTS 6, 7, 8 AND 14, PLAN 1R-14048; SUBJECT TO AN EASEMENT OVER PART 7, PLAN 1R-14048 AS IN T452225E; SUBJECT TO AN EASEMENT OVER PARTS 7 AND 8, PLAN 1R-14048, STONEHOUSE SUBDIVISION; and

LOTS C, 14 AND 15, WEST 1/2 LOT 16, PLAN 958 ST. MARY'S; PARTS 12 AND 13, PLAN 1R-14048; SUBJECT TO AN EASEMENT IN GROSS OVER PART 12 1R-14048 AS IN AL264763; SUBJECT TO AN EASEMENT OVER PART 12, 1R14048, STONEHOUSE SUBDIVISION; and

PART LOTS 34, 35, 36 AND 37, A, PLAN 958 ST. MARY'S; PARTS 5 AND 16, PLAN 1R-14048, STONEHOUSE SUBDIVISION,

registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **BY-LAW 2023-30 REPEALED**

By-law 2023-30 is hereby repealed.

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 give effect to this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



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FOR ERIKA001

SCALE

0 8 16 24 32 40 48 meters

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

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-80

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots in the **O'Brien's Subdivision** and **Stonehouse Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **O'Brien's Subdivision** was registered in the Land Titles Division on **October 27, 1916 as Plan 26515**; and

WHEREAS a plan of the **Stonehouse Subdivision** was registered in the Land Titles Division on **September 18, 1887 as Plan 958**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **O'Brien's Subdivision** as being not a registered plan of subdivision; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Stonehouse Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF O'BRIEN'S SUBDIVISION AND STONEHOUSE SUBDIVISION DEEMED NOT REGISTERED**

   PART LANE, PLAN 26515 ST. MARY'S, CLOSED BY X559; PART 18, PLAN 1R-14048, O'BRIEN'S SUBDIVISION; and

   PART LOT 25, CONCESSION 1 ST. MARY'S, PARTS 2, 3 AND 4, PLAN 1R-14048; SUBJECT TO AN EASEMENT OVER PART 3, PLAN 1R-14048, STONEHOUSE SUBDIVISION; and

LOTS 7 AND 8, PART LOT 6, PART LANE, PLAN 26515 ST. MARY'S; PART LOT 25, CONCESSION 1 ST. MARY'S, PARTS 1 AND 9, PLAN 1R-14048; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 1R-14048; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 1R-14048, O'BRIEN'S SUBDIVISION,

registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **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 give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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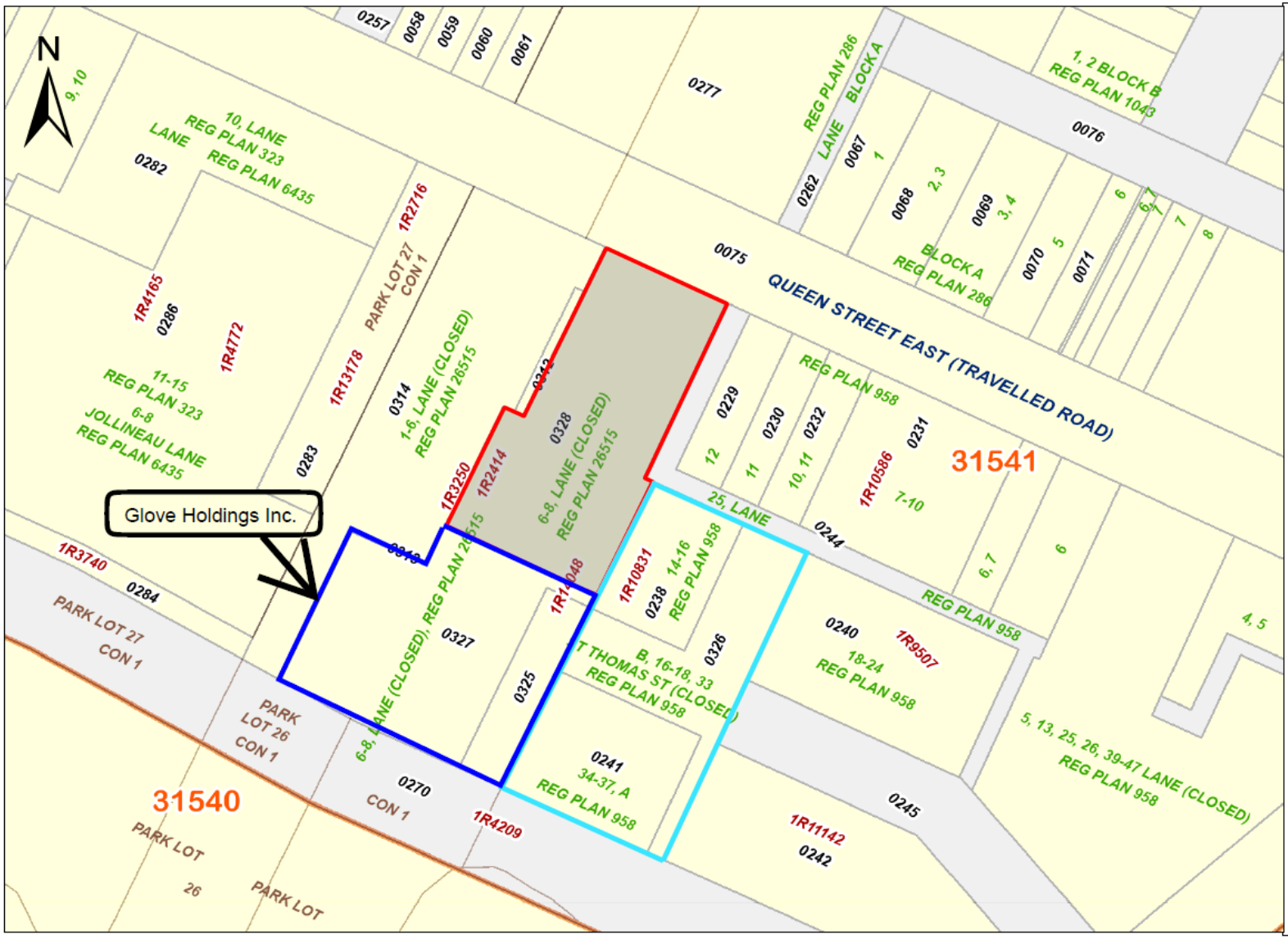

ServiceOntario

PRINTED ON 14 MAR, 2024 AT 09:49:52
FOR ERIKA001

SCALE

0 8 16 24 32 40 48 meters

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

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-81

DELEGATION TO THE CHIEF ADMINISTRATIVE OFFICER ("CAO'): A by-law to authorize the CAO, subject to the NOHFC funding application for the 2024 Queen Street Improvement being successful, to execute and bind the Corporation to any change work order to the road work contract between the City and Avery Construction Limited for the 2024 Queen Street Improvements up to the eligible amount of the NOHFC funding in order to avoid delays in construction approvals. The CAO would only execute the change work order and allocate the amount of eligible NOHFC funds received after review by the Engineering, Legal, and Finance Departments.

WHEREAS on April 29, 2024, Council passed a resolution stating that should the NOHFC funding application be successful, the project limits be extended, and the CAO be delegated the authority to execute a change order to the contract up to the eligible amount of the funding to avoid delays in construction approvals;

AND WHEREAS Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, (the "Act") allows for Council to delegate its powers under the Act to officers and employees of the City;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 23.1(1) of the Act, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The powers delegated to the CAO include the power to execute, subject to the NOHFC funding application for the 2024 Queen Street Improvement being successful, any change work order to the road work contract between the City and Avery Construction Limited for the 2024 Queen Street Improvements up to the eligible amount of the NOHFC funding.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-81 Delegated Authority for NOHFC Queen Street Streetscape Funding.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-82

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Lake Street between Queen Street East and the entrance to Bellevue Park (Contract 2024-2E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 13, 2024 between the City and Trimount Construction Group Inc., a copy of which is attached as Schedule “A” hereto. This Contract is for the reconstruction of Lake Street between Queen Street East and the entrance to Bellevue Park (Contract 2024-2E).

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 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
LAKE STREET RECONSTRUCTION
Contract No 2024-2E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 13th day of May in the year 2024, by and between **Trimount Construction Group Inc.**, hereinafter called the **“Contractor”**,

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the **“Owner”**.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

LAKE STREET RECONSTRUCTION
Contract No 2024-2E

which have been signed in triplicate by both parties and which were prepared by **TULLOCH** acting as Contract Administrator and herein entitled, “The Contract Administrator”.

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought

against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule “A” which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

The Contractor: Trimount Construction Group Inc.
510 Second Line East
Sault Ste Marie, ON
P6B 4K1

The Contract Administrator: TULLOCH
71 Black Road
Sault Ste Marie, ON
P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR - MATTHEW SHOEMAKER

_____
MUNICIPAL CLERK - RACHEL TYCZINSKI

TRIMOUNT CONSTRUCTION GROUP INC.

_____
SIGNATURE

_____
NAME
I have authority to bind the corporation

PUC INDEMNITY

IN CONSIDERATION of the permission granted to the undersigned to enter upon the lands occupied by facilities, fixtures, equipment and appurtenances (the “**Facilities**”) owned and/or operated by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. (collectively “**PUC**”) to work or perform activity on or in the vicinity of the Facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to hold and save harmless and fully indemnify the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution and PUC Services Inc., and their directors, officers, employees, agents and affiliates, from any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, legal fees, costs and expenses sustained by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. of every nature and description, whether arising before or after completion of any work or activity on or in the vicinity of the Facilities and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault whether active or passive of the undersigned, its employees, contractors, sub-contractors, engineers, agents or anyone acting under the undersigned’s direction or control or on its behalf in connection with work or activity on or in the vicinity of the Facilities, including, without limitation, damages to the Facilities. This indemnity shall survive completion of the undersigned’s work and activity. For clarity, the intent is that PUC shall be at no risk or expense to which it would not have been put had the undersigned not performed work or activity on or in the vicinity of the Facilities.

Without restricting the generality of the requirement to indemnify the PUC, the undersigned 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 in the form and limits required under the contract between the undersigned and the Corporation of the City of Sault Ste. Marie in connection with the work being performed by the undersigned.

Such insurance coverage must in all respects be satisfactory to PUC and shall be maintained continuously by the undersigned from the commencement of any work or activity on or in the vicinity of the Facilities. All insurance policies must be endorsed to provide PUC with not less than thirty (30) days’ written notice in advance of cancellation, or any change or amendment restricting coverage.

All insurance must be evidenced by the undersigned prior to commencement of any work or activity on or in the vicinity of the Facilities, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to PUC, and in addition, all insurance must name the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc. as Additional Insureds under each such policy.

This indemnity is in addition to, and not superseded by, any other indemnity provided by the undersigned to any party.

THE UNDERSIGNED acknowledges and agrees having read this Indemnity carefully and fully understands the contents of same.

DATED this ____ day of _____, 20___.

SIGNATURE BLOCK OF CONTRACTOR

TRIMOUNT CONSTRUCTION GROUP INC.

Per: _____

Name:

Title:

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-83

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Lake Street between Queen Street East and the entrance to Bellevue Park on May 14, 2024 to November 30, 2024 to facilitate the Lake Street Reconstruction.

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

1. **TEMPORARY STREET CLOSING OF LAKE STREET BETWEEN QUEEN STREET EAST AND THE ENTRANCE TO BELLEVUE PARK**

   The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Lake Street between Queen Street East and the entrance to Bellevue Park on May 14, 2024 to November 30, 2024 to facilitate the Lake Street Reconstruction.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-84

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and J.L. Richards & Associates Limited for the installation of solar photovoltaic (PV) at the Transit Bus Depot garage roof located at 111 Huron Street.

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 May 7, 2024 between the City and J.L. Richards & Associates Limited, a copy of which is attached as Schedule “A” hereto. This Agreement is for the installation of solar photovoltaic (PV) at the Transit Bus Depot garage roof located at 111 Huron Street.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law. Due to the volume Article 5-Schedules forms part of Schedule “A” 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 13th day of May, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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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)

2024CDE-CS-TR-01-P

TRANSIT DEPOT ROOFTOP – SOLAR PHOTOVOLTAIC PANELS

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ARTICLE 3 - FEES AND DISBURSEMENTS 13

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 07 **day of** May **20** 24

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

J.L. Richards & Associates Limited

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

install solar photovoltaic (PV) at the Transit Bus Depot garage roof (excluding mechanical bay roofing) located on 111 Huron Street, Sault Ste. Marie, Ontario

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:

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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

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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.

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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

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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

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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 10 % 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 confidentially, 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.

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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 is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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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.

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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.

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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.

An engineering study, detailed design, tender preparation, contract administration, and project management, for the Project. Deliverables: Schematic Drawings, Class D Construction Estimate, Production Estimate, PUC Net-Metering Application, Detailed Design Drawings & Specifications, Issued for Permit Drawings & Specifications, ESA Plan Review Application, Building Permit Application, Draft Construction Schedule, Issued for Tender – Drawings, Specifications, and CCDC Contract, Addendums (as required), Bid Recommendation, Issued for Construction

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

-complete and current architectural, structural and electrical drawings of existing building
-All previous structural and building condition assessment reports
-Removals of ceilings and finishes (if required)

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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

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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

(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 7 %, 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 or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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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.

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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 24 _% per annum.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: J.L. Richards & Associates Limited

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Mitchell Niles, P.Eng., C.E.M.	Name	Joan Haysom, P.Eng., Ph.D.
Title	Practice Lead, Photovolatics	Title	Innovative Energy Market Chief

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

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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:

	Attached
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	☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

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Schedule A

Supplementary Conditions

Schedule A –Special Provisions

City Insurance and Indemnity provisions to MEA-CEO Agreement

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,~~

Schedule B

RFP Addenda

Addendum #1
Bid Opportunity: 2024CDE-CS-TR-01-P - Professional Services-Transit Rooftop Solar Panels
Closing Date: Wednesday, April 3, 2024 4:00 PM

Question 1:

Please offer an extension of two weeks (April 17th, 2024) to the deadline. This is requested given that it is currently March Break, which is affecting staff availability, as well as that federal year end is March 31st, which has significant implications on staff workload. It is understood that the City wishes to start this project as soon as possible, however to get a good selection of proponents with time to create good proposals an extension is required.

Answer 1:

An extension for Questions has been granted to April 3; and

An extension for bid submissions has been extended to April 17th.

Question 2:

Are the structural drawings for Transit Rooftop available and can they be provided to bidders?

Answer 2:

Drawings 1 - is included to this Addendum

Question 3:

Is any feasibility study done for the Transit Rooftop?

Answer 3:

Included to this Addendum are:

• 2011 Solar Pre-Feasibility Study from AECOM

• Prints of the roof at 111 Huron (provided from STEM)

• Letter from STEM in regards to Scope for Solar Investigation

• Pre-Design Roofing Replacement Study (STEM) (Page 4, Section 8.0 references solar panels)

Question 4:

Are there any existing electrical and architectural drawings (PDF and CAD) to be provided to bidders?

Answer 4:

Drawings 1 - is included to this Addendum

Question 5:

As per RFP document 2.4 Project Requirement – Electrical Requirement, will future anticipated equipment information be provided in order to advise required upgrades?

Answer 5:

The City has plans to start electrifying their bus and transit fleet. We are planning for 1 electric light duty truck and charger by 2025. We are also planning for 10-12 electric buses in the long term. It is important to note that this is subject to change due to funding, supply and budget constraints.

Question 6:

Class D Cost Estimates during Pre-design are the only Class of cost estimate noted in the RFP Terms of Reference (2.3 (1), Bottom of Page 14) Are other classes of cost estimates required at later design stages?

Answer 6:

Class A engineering drawings and costs are required to finalize all engineering design specifications to ensure accuracy and readiness for tendering phase.

Question 7:

Pre-design includes 'and review of the existing documents including structural analyses, production feasibility report, drawings, utility data, and site visits. (Page 15, 2.3 (1)) Can you provide existing documents to bidders?

Answer 7:

See answers and attachments for Question #2 and #3.

Electricity consumption data for 2020 – 2022 is below: Year Annual kWh 2020 267,517.03 2021 210,209.59 2022 240,070.46

Question 8:

If the existing documents noted in Pre-design on Page 15, Section 2.3 (1) are only to be made available to the successful bidder, can a list describing existing documents please be made available to registered bidders?

Answer 8:

See answers and attachments for Question #2 and #3

Question 9:

Page 15, 2.3 (1) Pre-design/Schematic Design & Detailed Design indicate options will be prepared during schematic design and one option will be chosen for detailed design. How many options are expected to be provided at the schematic design/pre-design stage?

Answer 9:

One option

Question 10:

Page 5 of the RFP document states that proposals are to be limited to twenty (20) pages. The document uploads are limited to 1. pricing 2. schedule & 3. CVs, while other sections of the Bidding System require other relevant information. Can you please explain what counts towards the twenty page limit so we can ensure our bid is compliant with the requirements?

Answer 10:

Although set as a general guide limit for complete response content, the page limit requirement has been removed

Question 11:

Can the questions deadline be extended to March 29th?

Answer 11:

See answers for Question #1

Question 12:

Can the submission deadline be extended to April 12th?

Answer 12:

See answers for Question #1

Question 13:

Can the City confirm if they are seeking to retain an engineering consulting firm to provide study, design, tender and contract administration services OR a contractor to provide construction management services?

Answer 13:

The City is seeking to retain an engineering consulting firm to provide study, design, tender and contract administration services.

Question 14:

What details will the City provide of the future EV charging infrastructure demand?

Answer 14:

See answers for Question #5

Question 15:

Confirm that the price for the optional scope is for the design and contract administration of a solar installation, and not for the installation of solar panels?

Answer 15:

The optional scope price request is to price out what it would cost to reconstruct the roof to support solar panels as well as what it would cost to design, and install solar panels on the mechanical bay portion.

Question 16:

Can the City provide structural and electrical record drawings as well as final shop drawings in advance of bid submission deadline?

Answer 16:

See answers for Question #2

Question 17:

Have any preliminary electrical or structural assessments been completed for this project?

Answer 17:

See answers for Question #3

Question 18:

Is there a production target the City is looking to reach?

Answer 18:

To be determined in the pre-construction phase of the project.

Question 19:

Can the building's as-built package be provided (architectural, electrical, civil, etc.)

Answer 19:

See answers to Question #2

Question 20:

What are the structural assumptions being made on both the Main Bus Bay Garage and and Mechanical Bay portion? Is the City open to mechanical racking solutions on the Mechanical portion, as that will allow for PV installations with lower available structural capacity.

Answer 20:

To be determined in the pre-construction phase of the project.

End of Addendum

Addendum #2
Bid Opportunity: 2024CDE-CS-TR-01-P - Professional Services-Transit Rooftop Solar Panels
Closing Date: Wednesday, April 17, 2024 4:00 PM

Question 1:

Please confirm that PUC's connection costs are excluded from the consultant fee.

Answer 1:

Correct, these costs are excluded from the current request for professional services. Connection costs must be included as part of the construction costs (tendering phase).

Question 2:

This RFQ divides the solar project into two parts

a) engineering design and project management
b) construction by another company by tender selection

Our firm is a full service EPC firm (Engineering - Procurement and Construction). Would we be allowed to provide (2) bids? The RFQ bid and an alternative full EPC bid?

Answer 2:

Please respond to the proposal according to what has been requested for professional services through phases as outlined.

Construction bidding will remain through separate tender posting and selection as outlined.

End of Addendum

Addendum #3
Bid Opportunity: 2024CDE-CS-TR-01-P - Professional Services-Transit Rooftop Solar Panels
Closing Date: Wednesday, April 17, 2024 4:00 PM

Question 1:

We have relevant projects where the design is complete, however the construction is either ongoing or has not commenced. Would these be accepted as reference projects?

Answer 1:

It is preferred to see references for completed projects highlighting the experiences of the firm, however these examples would be accepted for review.

Question 2:

We would like to complete a site visit to review building conditions; can this be arranged prior to submitting our proposal?

Answer 2:

Site visits may be scheduled upon request. Please submit through the Question(s), including your contact information, and the Project Coordinator will reach out to schedule.
These visits are optional and not mandatory. Any expenses incurred are the responsibility of the Proponent and will not be reimbursed.

End of Addendum

Addendum #4
Bid Opportunity: 2024CDE-CS-TR-01-P - Professional Services-Transit Rooftop Solar Panels
Closing Date: Wednesday, April 17, 2024 4:00 PM

Question 1:

Can the City provide CAD copies for the existing building (aside from pdf files)?

Answer 1:

No. Due to the age of the building the City does not have any AutoCAD drawings

Question 2:

Would the City consider amending the MEA/CEO agreement's Supplementary indemnity provision in order to ensure its insurability?

Answer 2:

A Form of Agreement acknowledgement section has been added to the bid response requirements.

Question 3:

Regarding Section 2.5 and Answer 15 of Addendum 1, can the City confirm they are seeking a special price option for the engineering fees for the design and contract administration for restructuring the mechanical bay portion of the roof and a solar panel system and NOT an opinion of construction cost to reconstruct the roof and install solar panels?

Answer 3:

Yes, the City is seeking a special price option for the engineering fees for the design and contract administration for restructuring the mechanical bay portion of the roof and a solar panel system

Question 4:

Can the City confirm the roof replacement project was completed in 2018, provide as-built drawings for the roof and clarify that a roof replacement design is outside the scope of this project?

Answer 4:

Yes the roof replacement was completed on September 25, 2019 per an engineering site review. A roof replacement design is requested as a special price ask for the mechanical bay.

Question 5:

Can the actual Addendum 2 file for this RFP be posted?

Answer 5:

Original Addendum 2 has been removed, and replaced with Addendum 2-Replacement April 3, 2024.

End of Addendum

Schedule C

Scope of Services RFP

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2024CDE-CS-TR-01-P

PROFESSIONAL SERVICES
TRANSIT DEPOT ROOFTOP – SOLAR PHOTOVOLTAIC PANELS

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 Wednesday April 3, 2024.

March 12, 2024

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie (the City) is requesting detailed and comprehensive proposals from qualified and experienced firms to provide an engineering study, detailed design, tender preparation, construction supervision and inspection, contract administration, and project management, for the installation of solar photovoltaic (PV) at the Transit Bus Depot garage roof located on 111 Huron Street, Sault Ste. Marie, Ontario

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 at support@bidsandtenders.ca.

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.

Proposals should be limited to twenty (20) pages.

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 saultstemarie.bidsandtenders.ca 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 in projects of similar scope. Include relevant past experience on similar projects and professional representative experience including references and key personnel, specifically including examples of similar completed projects within the submission (25%);

2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project (30%);

3) A detailed schedule recognizing critical deliverables, progress meetings and timelines (20%); and

4) A fee estimate for the total cost of the services (showing HST as extra). No further payment will be made above this figure unless authorized in advance by the City. (25%)

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 may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to s.olar@cityssm.on.ca 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 sixty (60) days after the closing date.

1.9 Schedule

(A) Release of RFP: March 12, 2024
(B) Question Close: March 21, 2024
(C) Submission of Proposal: April 3, 2024
(D) Recommendation of Award: April, 2024
(E) Commencement of Services: Mid-April, 2024

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.

Schedule A –Special Provisions

City Insurance and Indemnity provisions to MEA-CEO Agreement

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.~~

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~~(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.

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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

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie (the City) is requesting detailed and comprehensive proposals from qualified and experienced firms to provide an engineering study, detailed design, tender preparation, construction supervision and inspection, contract administration, and project management, for the installation of solar photovoltaic (PV) at the Transit Bus Depot garage roof located on 111 Huron Street, Sault Ste. Marie, Ontario

2.2 Background

Sault Ste. Marie is a medium-sized single-tier municipality located in Northern Ontario with a population of almost 75,000 people. City of Sault Ste. Marie facilities and buildings are working towards reducing environmental impacts, in line with the City's net zero emissions target by 2050. The City has identified the expansion of renewable energy including solar PV as pivotal in supporting its emissions reduction goals.

The City's Community Services Department delivers key services to Sault Ste. Marie residents including transit. The Transit Administration Building and Garage are one the City's top greenhouse gas (GHG) emitting facilities and the installation of solar photovoltaic (PV) on this facility will support corporate emission reduction efforts.

2.3 Project Scope

Services required for this project include collection and analysis of information to develop recommendations, design, prepare tender documents and administer contracts and provide project management for the construction and installation of the proposed works of solar photovoltaic (PV) at the Transit Bus Depot garage roof.

The expected solar PV system size will be determined through on-site investigations, cost assessments provided by the consultant during the design phase, available budget, and alignment with City preferences.

The scope of work will be divided into three (3) core phases and will generally include:

(1) Pre-Construction Phase:

- Provide Pre-Construction Management services for the total scope of work from the Pre-Design, Schematic Design, Design Development and Construction Documents phases. The Pre-Construction Management services include but are not limited to:
    - Pre-design: Prepare schematic drawings and Class D construction estimates based on

the solar PV energy models, and review of the existing documents including structural analyses, production feasibility report, drawings, utility data, site data, and site visits. Submit net-metering application with the PUC (local distribution company).

- Detailed Design: Prepare drawings and specifications for the agreed schematic design in accordance with the City's requirements, applicable codes, technical standards, design guidelines, and industry best practices.
- Construction Document: Prepare construction documents consisting of drawings, construction schedules and specifications. Apply for required building permits.
- Tendering: Prepare all the required bid documents and issue addendums if required during the tender period. Provide a recommendation based on the tenders received.

(2) Construction Phase:

- Provide Construction Management services for the total scope of work, including but not limited to:
  - Prepare and distribute three (3) copies of the Contract;
  - Provide the City's Building Department with a Commitment to General Review Form so that a Permit can be obtained for the upgrades;
  - Obtain all necessary permits to satisfy all reporting requirements of regulatory authorities including Ministry of Labour – Notice of Project
  - Provide Contract Administration and Payment Certification; the Proponent will ensure its employees adhere to the Occupational Health and Safety Act. The Proponent will conduct sufficient site inspection to ensure that the contractor's performance is in general conformance with industry standards and contract documents, and upon substantial completion, certify to the City that the contractor's work was completed in general conformance with industry standards and contract documents;
  - Conduct General Review Reports during the upgrade process;
  - Attend Bi-weekly construction meetings and monthly site visits.
  - Review and confirm the "put in service" of the Solar PV Plant with a site acceptance test.
  - Review and recommend payments in accordance with completion to date and scope of work presented.
  - Obtain any required building permits or approval as part of the process.

(3) Post-Construction Phase:

- Provide post-Construction Management services for the total scope of work including, but not limited to:
  - Deliver commissioning reports, training, operational, and maintenance documents.

The services for the pre-construction phase are anticipated to commence mid-April, 2024, or sooner, subject to execution of agreement.

The services for construction phase are anticipated to start on August, 2024 with post-construction ending in December 2024.

2.4 Project Requirements

Project requirements include, but are not limited to:

Project Management
The Consultant will oversee the entire project, ensuring effective coordination and timely completion of all tasks. Responsibilities include managing timelines, facilitating communication among stakeholders, and ensuring compliance with project requirements and budget constraints.

Pre-Design and Site Assessment
During this phase, the Consultant will conduct a thorough assessment of the Transit Depot site and existing building systems to prepare for the solar PV energy installation. Tasks include arranging site visits, conducting site assessments, coordinating meetings with stakeholders, and providing detailed surveys and layouts for the solar array.

Solar PV
The Consultant will develop a detailed design for the solar PV system, including layout, equipment selection, electrical interconnection, and performance projections. Additionally, the Consultant will explore options for monitoring and control systems to optimize the solar PV system's performance and integration with existing building systems.

The Consultant will also prepare any other necessary solar investigations and approvals, including Connection Impact Assessment (CIA) costs and permits for the net metering application to the PUC (local distribution company) (see Attachments for more details). This project will require the consultant to work with the PUC who will conduct a CIA to assess any modifications that they will need to do to move forward with the connection (e.g. feed on the street, cables on the street, any system upgrades).

Electrical Requirements
Ensuring compliance with electrical standards and regulations, the Consultant will design DC and AC single-line diagrams, prepare electrical safety authority plans, and provide specifications for PUC connection impact assessment. Structural analyses will be conducted to assess load impacts and determine necessary reinforcements for the solar PV installation.

Conduct a survey of the building's electrical room along with existing equipment. Prepare as built drawings as required for the project, based upon the review of the base building systems and site conditions. It is important to note that the City will eventually be purchasing multiple electric buses, as well as incorporating electric vehicles and chargers as part of their light duty flight. In addition, there have been discussions regarding possibly relocating the City bus terminal to the 111 Huron St transit location. The consultant will access the buildings electrical room and advise on any required upgrades to accommodate the current and future energy demands of the building to meet ESA standards.

Detailed Design
Building upon the approved design, the Consultant will prepare construction documents, including drawings, schedules, and specifications. This phase involves collaborating with the City and PUC to incorporate feedback, develop detailed designs, and advise on equipment procurement and installation options.

Tendering
The Consultant will work with the City to coordinate the preparation of tender documents, evaluate submissions from contractors, and provide recommendations for bid awards. Additionally, the Consultant will review and respond to technical queries, conduct site visits with bidders, and assist in contract negotiations, if required.

Contract Administration
Throughout the construction phase, the Consultant will oversee project progress, review submittals, conduct site inspections, and manage deficiencies. Responsibilities also include coordinating work among contractors, ensuring compliance with permits and approvals, and addressing any changes or issues that arise.

Post Construction
Following project completion, the Consultant will assist in commissioning activities, including equipment testing, documentation review, and warranty inspections. The Consultant will ensure the proper turnover of closeout documents and as-built drawings to the City, as well as conduct post-substantial performance inspections and certification of final payments to contractors.

2.5 Optional – Scope Consideration

The Transit Depot Solar PV project is planned for the main bus bay garage portion of the roof (see yellow border in image below). The mechanical bay portion of the roof (see green border on image below) is not included in this project scope.

Proponents are asked to provide a special price option for this separately for consideration of the City. Specifically, to provide a cost for the professional services following the same phases of the project as detailed within, for both:

- the restructuring of the mechanical bay portion of the roof to support solar panel installation; as well as
- for installation of solar panels on this section



2.6 Environmental Considerations

The City of Sault Ste. Marie values environmental sustainability and has committed to net zero emissions by 2050. Though not scored or required, bidders can offer insights on innovative solutions for enhancing the project's sustainability and resilience to climate change.

2.7 Project Schedule

The proponent is required to complete all work by December 2024.

Proponents are required to provide a detailed work plan/schedule indicating how they intend to meet the timelines established by the City.

Milestone Event	**Due Date**
Phase 1: Pre-Design	April 2024
Phase 2 Detailed Design	May 2024
Phase 3: Construction Document	May/June 2024

Phase 4: Tendering	May/June 2024
Council Approval on Contract Award	June/July 2024
Phase 5: Construction	August 2024
Phase 6: Post Construction	December 2024

SECTON 3

3. SUBMISSION REQUIREMENTS

To be completed online through the Bidding System

3.1 Experience & References

Demonstrate your Firm's and Consulting team's expertise in projects of similar scope, within the last five (5) years preferred.

- Include relevant past experience on similar projects and professional representative experience, including examples of completed projects and providing relevant references (minimum of 3).

- Include listing of Key Personnel to be utilized for the Project, including role and responsibility on the team, including brief Curriculum Vitae (CV) showing experience and qualifications.

Bidding System:

- ☐ Company Overview
- ☐ Previous Relevant Projects
- ☐ References
- ☐ Project Team Experience and Qualifications
    - CVs, as Document Upload

3.2 Methodology

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.

Detail the proposed work plan to be implemented for all phases of the project work, 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.

If available, provide insight on environmental considerations towards the project's sustainability

Bidding System:

- ☐ Project Understanding, Approach and Work Plan

3.3 Project Schedule

Proponent to demonstrate in a detailed work plan its ability to complete the project and achieve the objectives and all deliverables in accordance with the project timeline.

Provide detailed project schedule recognizing critical deliverables, progress meetings and timelines; indicating how they intend to meet the timelines established by the City. Schedule should indicate total and individual staff time allotments in hours.

Bidding System:

- ☐ Project Schedule outline
  - Schedule Chart, as Document Upload

3.4 Fee Schedule

Proponents shall provide a fee estimate for the total cost of the services. No further payment will be made above this figure unless authorized in advance by the City.

A detailed breakdown of fees corresponding to various project tasks and individuals assigned to the project shall be provided in a Task-Cost Matrix. The matrix shall indicate the name, role, and rate of pay for each individual and shall equal the fee estimate provided.

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.

Bidding System:

- ☐ Fee Estimate
  - Task-Cost Matrix, as Document Upload
- ☐ Fee Estimate Optional Work

SECTION 4

4. APPENDICES

Applicable Attachments

The following list of documents are provided as attachment and form a part of the RFP document:

1. PUC Connection Information Package Cover Letter for Small, Mid-sized or Large DER
2. PUC Services Small, Mid-Sized or Large Distributed Energy Resource (DER) Connection Application Form
3. Ontario Energy Board Distribution System Code Section 6.2

2024CDE-CS-TR-01-P - Professional Services-Transit Rooftop Solar Panels

Opening Date: March 12, 2024 11:00 AM

Closing Date: April 3, 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

Proponent shall provide a fee estimate for the total cost of the services, HST shown as extra

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System.

Line Item	Total Fee Estimate *
1	

FEE ESTIMATE - OPTIONAL MECHANICAL BAY

Proponent shall provide a fee estimate for the total cost of the services, HST shown as extra

Line Item	Total Fee Estimate *
1	

METHODOLOGY - 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.

Line Item	Description	Response *
1	Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.	
2	Proponent to effectively identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables.	
3	Outline any additional services which may be beneficial to delivery and completion of the Project	
4	Provide comment on environmental considerations	

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.

Line Item	Description	Response *
1	Provide outline of your proposed project schedule.	

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.

Line Item	Introduction & Overview *
1	

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.

Line Item	Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
1	Project Owner			
2	Project Title			
3	Contract Value			
4	Start and Completion dates			
5	Was the project completed on time? If not provide explanation			
6	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, completed with the last five (5) years.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Client Reference Name			
2	Contact Information (Phone; Email)			
3	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

Line Item	Name *	Role *	Responsibility *
1			

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.

- Task-Cost Matrix * (mandatory)
- Schedule Plan * (mandatory)
- Resume (CV) Of Team Members (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.		

Schedule D

Proposal From Engineer

2024CDE-CS-TR-01-P - Professional Services-Transit RooftopSolar Panels

Opening Date: March 12, 2024 11:00 AM

Closing Date: April 17, 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 whichis 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 notenter a $0.00 dollar value.

FEE ESTIMATE

Proponent shall provide a fee estimate for the total cost of the services, HST shown as extra

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the BiddingSystem.

Line Item	Total Fee Estimate *
1	208,329.91

FEE ESTIMATE - OPTIONAL MECHANICAL BAY

Proponent shall provide a fee estimate for the total cost of the services, HST shown as extra

Line Item	Total Fee Estimate *
1	78,468.75

METHODOLOGY - 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.

1 Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables.

The City of Sault Ste. Marie's Greenhouse Gas Emissions Reduction Plan has a short-term target of a 10% reduction by 2030 with the long-term goal of achieving net zero emissions by 2050. This plan identifies the Transit building solar system installation as a corporate priority action item.
The City is looking to retain the services of an Engineering Consultant to provide an engineering study, design, tendering support, construction contract administration, and post-construction services for a rooftop commercial solar PV system at the Transit Bus Deport garage roof located on 111 Huron Street, Sault Ste. Marie, Ontario.

Project Deliverables:
1. Pre-Construction
A. Pre-Design:
-Schematic Drawings
-Class D Construction Estimate
-Production Estimate
-PUC Net-Metering Application

B. Detailed Design
-Detailed Design Drawings
-Detailed Design Specifications

C. Construction Documents
-Issued for Permit – Drawings & Specifications
-ESA Plan Review Application
-Building Permit Application (including commitment to general review)
-Draft Construction Schedule
-Issued for Tender – Drawings, Specifications, and CCDC Contract
-Addendums (as required)
-Bid Recommendation
-Issued for Construction - Drawings, Specifications, and CCDC Contract

2. Construction Phase
-Prepare and distribute 3 copies of CCDC Contract
-Site Observation Report(s)

3. Post-Construction Phase:
-Review of General Conformance

2 Proponent to effectively identify major work criteria of the services, with clear explanations of steps required to achieve the deliverables.

JLR has an excellent track record of successfully delivering multi-disciplinary municipal projects as well as integrating solar power generation into operational facilities. The breakdown of how we intend on accomplishing the SOW for this project is described below, divided into 3 phases to match the phasing layout of the RFP (section 2.3 Project Scope). The descriptions below are summaries. The individual detailed work tasks are listed in the project schedule.

During all Phases, continual monitoring of the project schedule, budget, and risks will be undertaken as it is essential to ensure the project stays on track.

PHASE '1' – PRE-CONSTRUCTION PHASE

JLR's project manager, Vadim Belotserkovsky, will arrange a kick-off meeting with the City that is anticipated to include a discussion of project objectives and constraints, communication protocols, team members and the specifics of key aspects of the project. Such key aspects will include goals of stakeholders, submissions and approvals, program standards, permits/approvals, project management plan, project objectives, preliminary design options and risk management. During the kick-off meeting it will be established whether or not the optional scope will be included in the project. If selected 2 open web steel joist reinforcement designs will be considered.

The structural and electrical assessments will be done by JLR's in-house discipline teams which have performed large numbers of such assessments specifically for solar PV in the last 5 years. The structural assessment of all candidate roofs is critical to identify the available load capacity to carry the PV solar installations and thus where PV can be installed safely. The electrical assessment will allow us to develop the best approach for interconnecting the PV with the electrical system of the base buildings, and to identify any obstacles or constraints. JLR's electrical and structural teams routinely works on large, complicated structural and power systems, including required coordination with the local utilities, in all types of buildings, including specifically for large C&I solar PV installations. JLR has assumed that complete and current architectural, structural and electrical drawings are available and will be provided. JLR assumes that the AECOM structural report is accurate and complete. Ceiling and finish removals will be the responsibility of the City if required.

The roof assessments will also consider setback requirements from roof edges, HVAC, vent, drains, gas lines, etc. The results of these assessments will be used to a.) identify any repairs that may be required to the roof before PV installation, and b.) select the sizes, locations, and orientations of the various sub-arrays and any roof-mounted electrical components (e.g. inverters, panel boards, combiners).

As requested, JLR will develop one (1) option which will include the following information:
- High quality PV modules expected to be available for this project
- Potential racking solutions
- Inverter solution
- Remote shutdown equipment
- Protection equipment

JLR has completed solar projects across Ontario and is very familiar with this type of work. We regularly work with major inverter manufacturers who provide equipment suitable for the Ontario market including but not limited to Fronius, SMA, and Sungrow. We have experience with major PV module manufactures and distributors including but not limited to Longi, Hanwha Q CELLS, and Canadian Solar. We have worked with several of the racking system manufacturers serving the Ontario rooftop PV market including but not limited to HB solar, TerraGen, and KB Racking. We are knowledgeable on the latest applicable codes and standards related to solar and distributed energy resources in both net-metering and load displacement applications and have a solid understanding of remote shutdown equipment and requirements for these systems. During design development compliance with pertinent codes and standards such as the Ontario Building Code and Ontario Electrical Safety Code will be a key focus.

Once the key equipment and preliminary system size and draft layout are approved by the City, we will proceed with the following work:
- Submit preliminary consultation request to PUC Inc.
- Develop budgetary pricing (Class D)

- Selection of any other long lead time, custom, or significant equipment expected to be required for this project such as transformers, combiners, switchboards, breakers, disconnects, meters, and relays. This selection could enable the City to pre-order this equipment to maintain the project schedule.
- PV energy generation model (Helioscope) and an economic model.
- Provide a summary of existing incentive programs

Once the City has approved the budgetary price, the net-metering application with PUC will be submitted.

Detailed design will include the finalization of the PV system performance; develop 60% drawings with construction details (AC & DC); complete mounting system roof-top drawing package (provided by the racking supplier); electrical interconnection and collection system design; and develop draft specifications in accordance with the City's requirements.

For construction documents, JLR will essentially finalize (to 90% completion) the drawings, construction schedule and specifications. This will also include the I&C metering, monitoring, and communication design; ESA plan review submission; and prepare specs for the CCDC contract. Acting as the City's agent, and with roof racking drawings provided by the racking supplier, we will apply for a building permit for the PV system.

Any remaining City comments as well as internal Quality Assurance review comments will be addressed prior to finalizing the drawings. JLR will discuss with the City and provide a recommendation regarding Unit Prices, Separate Prices and/or Alternate Prices. We will also review warranties, bonding and insurance requirements with the City.

In the tendering stage, JLR will incorporate any feedback received from ESA and the building department into the construction documents and will work with the City to finalize and prepare the contract documents for tender issuance. Tenders will be released and administered, and JLR will answer contractor technical questions and provide a recommendation for award.

The major tasks to be completed during the bidding phase include attending the bidders site walkthrough meeting, responding to questions during the tender period, preparing addenda as required, and providing a recommendation for the selection of the winning Contractor based on the bids received. JLR will also assist the City in the preparation of the CCDC contract, including the completion of issued for construction documents (100% completion).

PHASE '2' – CONSTRUCTION PHASE

Bi-Weekly construction meetings, prompt response to RFIs and submittals, monthly on-site reviews, and two-way communication with the contractor and owner form the basis of JLR's approach and methodology for effective services during contract / construction administration. JLR has a detailed construction administration documentation process, which includes comprehensive record keeping, technical support from all disciplines at all levels of seniority as required, and with agile response times.

During construction, JLR will act as the lead Construction Administrator for the Owner and will assist in establishing a clear channel of communication between all parties, including delineating which staff need to be included on specific construction-related distributions. Duties will include conducting a pre-construction meeting, bi-weekly construction meetings, monthly site review and observation reports, review of shop drawings, review and approval of contractor progress draw submissions, responses to RFI's, as well as developing site instructions, change orders, and change directives as required. Focused attention would be given to the supply and installation of equipment required for modifications, or additions, to the existing facility Electrical Infrastructure to insure adherence to proposed project completion date. JLR has assumed that a maximum of 2 revisions to each shop drawing would be permitted, additional reviews would be subject to additional fees. All site reviews will be performed from areas without the need for fall arrest system or elevated platform.

JLR will ensure that the contractor has obtained all necessary permits including Ministry of Labour – Notice of Project.

PHASE '3' – POST-CONSTRUCTION PHASE

As the project nears completion, JLR will provide commissioning oversight and closeout services. This includes reviewing contractor commissioning forms and attending site commissioning exercises, completing final site deficiency reviews for all disciplines, reviewing as-built drawings and manuals provided by the contractor, overseeing and reviewing performance and acceptance tests, and providing general conformance and substantial performance documentation. This also includes the review and oversight of the Contractor's operational training of facility staff.

Exclusions
-Time and costs associated with adjudication of any disputes that arise under the Construction Act, or any other interim construction dispute adjudication protocol established by applicable law.
-Costs associated with mobilization/demobilization of JLR staff should the project be placed on hold and then resumed at the client's request.
-Costs associated with any requests to accelerate the planned schedule after a project has commenced.
-Additional studies other than what is specified in the scope of work.
-Professional fees associated with the discovery of unknown conditions.
-Professional fees associated with anything not described within the background or scope or work noted above.
-Re-design services associated with requests for Contractor substitution for any reason.
-Third-party material testing (concrete, compaction, etc.) and inspection (steel, etc.) of any kind.
-Design of roof reinforcement for the transit building (except for the mechanical bay option scope).
-Preparation of drawings for the transit building (except for the mechanical bay option scope)..
-Supply of lifts and operators.
-Design of fall protection system, anchors, and layouts. Review of existing structures and reinforcement for fall protection anchor points.

3 Outline any additional services which may be beneficial to delivery and completion of the Project

For this project, JLR will provide the projected greenhouse gas (GHG) reductions considering average Ontario gird emissions factors, but can also discuss with the City if alternative emission factors are preferred, including for example marginal emission factors and/or solar-time-weighted emissions factors, both of which are higher and thus improve the evaluated GHG reduction impact. JLR will ensure all equipment and designs adhere to building code and site-specific wind loads. PV modules are designed and guaranteed to have 25-year lifetimes and are typically expected to last 35 years or longer. Furthermore, they are tested for resilience to hail, and arc-flash protection is a standard part of PV electrical system design.

JLR will discuss with the City if there is interest to integrate battery energy storage systems (BESS) into the building. The cost of this technology is dropping rapidly, and thus short-term back-up power (of the order 4 to 10 hours) via a BESS is an option to consider. Furthermore the solar intended in the project will provide decrease in power consumption from the utility, and in particular will often provide this reduction during periods of high demand from the facility and/or the grid, thereby providing "peak shaving" which can lead to enhanced electricity bill savings .

Please note that the anticipated release date for the new Ontario Building Code is early 2024. As of now, we have no indication of the implications it may have on building design. If adjustments and revisions are deemed necessary in accordance with the new Ontario Building Code, the work will be undertaken on a time basis.

4 Provide comment on environmental considerations

JLR has created a dedicated Innovative Energy Business Market and a dedicated Energy Systems Engineer discipline to ensure that the service offerings are abreast of best practices for carbon reduction, climate risk, resiliency, and sustainability attributes. Beyond just a program, this ensures that our professional practice is aligned with ESG goals and results.

JLR is committed to driving action in two key areas: our professional practice as engineers, architects, and planners; and our operations, including the management of physical assets and business activities. To that end, JLR strives to balance the environmental, social, cultural, and economic needs of projects while considering the overall impact of our design and services in the context of continuously evolving stresses on our planet. JLR integrates and implements a sound, sustainable approach, and design.

JLR employs 19 LEED-accredited staff and has been designing LEED-certified buildings for approximately 15 years. JLR has completed numerous rehabilitation and new building projects that meet LEED accreditation. LEED certification provides independent, third-party verification that a building project was designed and built, or operated, to achieve high performance in six areas of human and environmental health.

JLR also commonly designs many other buildings to LEED standards, even when the owners choose not to certify them. JLR has transitioned our design practices to go beyond LEED, with a clearer focus on reducing both energy consumption and GHG emissions, even while continuing to support the broader sustainability objectives of the LEED program. More recently, JLR has undertaken building designs that conform with the Canadian Green Building Council's Zero Carbon Building Standard, the City of Toronto's Zero Carbon Standard, the City of Brampton's Sustainability Standard, Green Globes, and net zero energy and sustainability requirements of Federation of Canadian Municipalities Green Building's Fund. We have further delivered a project to the Town of Caledon to develop their own corporate Green Building Standard.

As a multidisciplinary practice, we have an impact on the environment where we live, play, and work. JLR collaboratively works with our clients and balances the needs of projects while considering the overall impact of our design and services in the context of the continuously evolving stresses on our planet.

Furthermore, JLR is committed to continued education in service of staying abreast of environmentally sustainable best practices. We have staff in multiple disciplines trained under the PIEVC protocol for climate risk assessment, staff that have contributed to the development of PIEVC standards, and staff that contribute time to leading community initiatives for climate action, including the Association of Energy Engineers, Ottawa Climate Action Fund, and steering committees for municipal climate strategies. JLR staff have been involved in many committees with industry organizations that are leading the renewable and low carbon energy sector in Canada. This includes: the Canadian Green Buildings Council development of Zero Carbon Building Standard, development and board of directors of the Ottawa Climate Action Fund (a member of the Low Carbon Cities Centres of Canada), Ottawa Renewable Energy Cooperatives, City of Ottawa Climate Strategy Steering Committee, Ottawa High Performance Development Steering Committee, and many speaking opportunities on sustainable topics in conferences and webinars, such as upcoming events scheduled with the Association of Energy Engineers, the Professional Engineers Ontario Grand River Chapter – Sustainability Seminars and Ontario Association of Architects Learning Series on Climate Change topics.

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 Document Upload section of theBidding System.

1. Provide outline of your proposed project schedule.

1. April 29 – Contract Award

2. May 27 – 30% Design and Net Metering Application
3. June 24 – 60% Design
4. July 29 – Issue for Tender
5. August 26 – Issue for Construction
6. December 2 – Commissioning
7. December 16 – Performance Acceptance Test

Note that the compressed schedule present considerable risk to the project:

1. Connection Impact Assessment – PUC can take up to 60 days to complete a CIA (90 days if expansion or upgrades are required), thus, in order to meet the proposed construction timeline, the results of the CIA may not be received until the tender has been issued or potentially the contract has been executed with the contractor. Proceeding without knowing the connection costs estimate from P.U.C. presents a risk that must be weighed against the benefit of completing the project by December 2024.

2. Building Permit - Depending on the length of the review period required by the City, there is a risk that the issuance of the building permit may delay the start of construction. Preliminary discussions with City staff in the early phases of design could expedite the permit process by identifying the City's specific requirements for rooftop PV systems.

3. Project long lead equipment delivery – In addition to PV related equipment, required Site and Building-related electrical infrastructure required equipment can impact project completion schedule. Once required equipment is defined, options to mitigate project schedule impact (i.e. possible pre-purchase of key equipment)

4. Winter Construction – With the planned construction leading into the early winter, there is a risk that construction will be delayed due to unfavorable weather conditions. These conditions could increase the construction period and delay the commissioning of the completed system. The potential for increased costs due to delays presents a risk that must be weighed against the benefit of completing the project by December 2024.

COMPANY OVERVIEW

1. Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities;knowledge of work etc.

Providing services in engineering, architecture, planning, and project management, J.L. Richards & Associates Limited's (JLR) continued industry success is due in part to our innovative excellence—designing boldly, building better, pioneering energy efficiencies, and professionally managing projects. Equally important is JLR's outstanding service. All projects, large and small, are defined and developed through close teamwork with our clients whom we regard as project partners. Nearly 70 years of experience has shown us that collaboration provides the best possible project results.

Our power is our people—over 450 across seven offices throughout Ontario, all connected in real time. Founded in Ottawa in 1955, we remain a proudly Canadian employee-owned firm that welcomes people with exceptional talent, abilities, and experience from all over the world. This diversity enhances our aptitude and abilities as well as the culture of cooperative collaboration that makes JLR truly unique.

JLR's team is fully integrated and can provide the City with expertise on buildings' structural, roof, and electrical systems. Our firm carries all the engineering disciplines and expertise in-house to deliver the goals of this project. In particular, our structural, electrical and energy engineers will work in concert to find the right solutions for the solar array optimization, structural constraints and opportunities, and operational and future maintenance considerations. This team has worked on this type of project on a repeated basis. Furthermore, our energy engineers have direct experience with analysis and design of solar generation for both Ontario Class A and Class B rate structures, including optimization of the project for net return on investment.

The JLR team that will undertake this work has worked together on solar feasibility and design for many municipal clients including Region of Halton, Mattagami First Nation, the Cities of Saskatoon, Ottawa, Cornwall, and more. The team has also provided advisory services in solar generation for the Government of Canada, NEXTracker, Axium Infrastructure, Manulife Financial, and Concord Energy.

JLR's Innovative Energy Market's services include engineering analysis, feasibility, design and advisory services, energy audits at all levels of detail, building energy and greenhouse gas (GHG) modelling, decarbonization roadmaps for buildings and portfolios, lifecycle cost analysis (LCCA), embodied carbon analysis, applied research on complex energy systems, and modeling tool development. The team has provided work on all types and sizes of buildings, from single family residential to large MURBs, small and large commercial offices and retail spaces, municipal and industrial plants, and manufacturing facilities.

Technologies that are supported by JLR's Energy Systems Engineering team include photovoltaic (PV) technology, energy storage (electrical and thermal), solar heating systems, biomass and biogas, heat pumps (air source, ground source), sewer waste heat recovery, district energy systems, heat recovery, and advanced modelling methods, as well as the modelling and integration of these technologies within buildings and campuses.

PV has become a standard consideration for integration into new buildings and retrofits. In terms of performance modelling and layout accuracy, the JLR team will bring and provide a depth of understanding in terms of quantifying the optimal value and practical considerations. Our team has provided multidisciplinary evaluations of the feasibility of deploying solar on new and existing roofs and design services for integrating solar into retrofit and new build projects, including rooftop, parking lot canopy, and ground mount systems. Modelling methods include use of commercial software (PVSyst, Helioscope, NREL SAM, etc.) as well as custom field-validated performance modelling tools that can quantify snow losses and performance of bifacial solar. Furthermore, our team has undertaken independent engineering services for PV adding up to GWs worth of capacity, including utility-scale ground-mount, small ground-mount systems for standalone systems and microgrids, rooftop portfolios, and novel and next generation technologies. This work has included detailed technology reviews, modelling, design, design review, owners and independent engineering services, performance analysis of operating plants, and portfolio revenue stream assessments. We understand performance, reliability, and optimization of solar systems for many different goals within the Canadian and Ontario context.

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. Within the last five (5) years preferred.

Line Item	Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
1	Project Owner	Algonquin College of Applied Arts & Technology	Regional Municipality of Halton	Ontario Northland Transportation Commission (ONTC)
2	Project Title	Algonquin Residence HVAC BCA Feasibility Study and Design	Oakville WTP PV and BESS Feasibility & Design Work	New Bus Canopy Rooftop PV
3	Contract Value	$550K	$281K	$140,000
4	Start and Completion dates	Feasibility study completed 2022, design completed 2023, construction ongoing	Feasibility study completed in 2021, design completed in 2023, construction expected to be completed in December 2024	Engineering design ran between July 2021 and March 2024
5	Was the project completed on time? If not provide explanation	Yes, the project has been completed within the timeline provided.	Yes, the project has been completed within the timeline provided.	Yes, the project was broken into multiple phases with additional services added as the project progressed. Each phase completed within the timeframe provided.
6	Briefly outline Scope of Work (i.e. how it wasdelivered, results, satisfaction of client, and otherrelevant details of the project)	JLR was retained by Algonquin College to undertake a condition assessment of the mechanical equipment at the Algonquin College Residence Complex (Residence) and further undertake building energy modelling and development of energy retrofit options to reduce energy consumption and greenhouse gas (GHG) emissions associated with those systems. Three retrofit scenarios were developed: a modernization of the existing equipment (akin to a like-for-like retrofit using modern equipment), and air-source heat pump scenario, and a centralized ground-source heat pump scenario. The three scenarios also included rooftop solar (solar thermal and solar photovoltaics) and several other controls and thermal energy efficient measures. The success of the retrofit options analysis led to a detailed design including a major retrofit of the heating, ventilation & air conditioning equipment and roof replacement. JLR also produced detailed design of a 256kW rooftop photovoltaic system. JLR issued construction documents and is currently supporting the tendering process. As the project proceeds to construction, JLR will	The Regional Municipality of Halton engaged JLR to complete a feasibility study for the deployment of a rooftop solar PV system and a BESS at the Oakville Water Purification Plant. Analysis included electricity cost savings, greenhouse gas (GHG) emissions reductions and the possibility of standby power. Lifecycle cost analysis was shown to be beneficial; furthermore, the PV system would also provide a form of "future proofing" against changes to the electricity rate structure. A deployment plan that aligned with scheduled roof replacements was developed. The PV system was developed in multiple phases with a total capacity of approximately 250kW. The BESS system function and sizes was selected to perform Ontario Global Adjustment peak demand management as well as standby power performance for brief interruptions. The success of the feasibility study	JLR was retained by ONTC to provide design services of a single structure bus canopy adjacent to the existing ONTC Coach maintenance facility in North Bay, Ontario. The design and construction of the open sided bus canopy is on a reinforced concrete slab which provides coverage for 12 coach buses. The design of the renewable energy solutions was assessed and incorporated to allow for an offset of the existing ONTC maintenance building annual electricity consumption. The canopy structure design considered additional loads imposed by a future solar photovoltaic system. Working closely with all members of the design team, JLR prepared the design to meet the requirements of ONTC, the Ontario Building Code (OBC), and the anticipated requirements of the Corporation of the City of North Bay (CCNB).

		support Algonquin College through contract administration. JLR's role in the project was to provide: An energy and carbon reduction options analysis - Building modelling to explore high-performance/low-carbon HVAC retrofit design options. - An assessment of the potential for PV installation on the roof areas including review of structural and electrical capacity. - Detailed design of an HVAC retrofit, roof replacement and 256 kW rooftop PV array - Incorporation of proposed PV system into the existing building engineering design deliverables and services including tender ready drawings and specifications. - Construction support and contract administration (ongoing)	led to its inclusion in a major upgrade project of the plant. JLR was retained to undertake the design of three of the PV arrays and design and incorporation of the BESS. The role included evaluation of various procurement models for the BESS, detailed review of various connection and controls approaches for the BESS, detailed preselection recommendations for the PV equipment, documents to support prepurchase of the BESS and its service contract, as well as integration of the systems with structural assessments, electrical infrastructure, and SCADA control system upgrades. JLR's role in the project was to provide: - Detailed feasibility study including energy modelling and lifecycle cost analysis - PV system and BESS stakeholder workshop, strategy memos, and pre-design report - PV equipment pre-selection memo - BESS prepurchase documentation and tender support - Detailed engineering drawings, specifications, and cost estimations - Tender preparation, construction support and contract administration.	After reviewing the report and initial design ONTC requested that JLR revise the initial design package to utilize higher power class solar PV modules that are now available in Ontario.. The design has been completed and the project is currently under construction.

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects of a similar size andscope, completed with the last five (5) years.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Client Reference Name	Ahmed Waked, Associate Director, Facilities Development, Algonquin College of Applied Arts & Technology	Steve English Project Manager, Regulator Compliance, Regional Municipality of Halton	Martin Bizier, Operations and Capital Projects Analyst, Ontario Northland Transportation Corporation
2	Contact Information (Phone; Email)	waked@algonquincollege.com 613-727-4723	steve.english@halton.ca 905-825-6000	Martin.Bizier@ontarionorthland.ca 1.705.472.4500 ext. 621
3	Detail of Reference Project	JLR was retained by Algonquin College to undertake a condition assessment of the mechanical equipment at the Algonquin College Residence Complex and further undertake building energy modelling and development of energy retrofit options to reduce energy consumption and greenhouse gas emissions associated with those systems.	The Regional Municipality of Halton engaged JLR to complete a feasibility study for the deployment of a rooftop solar PV system and a BESS at the Oakville Water Purification Plant.	JLR was retained by ONTC to provide design services of a single structure bus canopy, which includes the addition of PV, adjacent to the existing ONTC Coach maintenance facility in North Bay, Ontario.

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, theirspecific 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 theBidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing inadvance by the City

Line Item	Name *	Role *	Responsibility *
1	Vadim Belotserkovsky	Project Manager	As Project Manager, Vadim will be responsible for project goal setting, scheduling, coordination of all technical work (methodology and execution), and he'll be the lead point of contact for communication with the City and other stakeholders. He will be responsible for weekly and as-needed communications with the City's Project Team.
2	Joan Haysom, P.Eng., Ph.D.	Principal-in-Charge and Senior Review	As Project Principal and Senior Reviewer, Joan will oversee the project's overall strategy, review deliverables, provide senior guidance and serve as an alternate point of contact for the City. Joan will also provide senior review for the energy team and the overall project deliverables.
3	Ashley Hooker, P.Eng.	Energy Systems Engineer	Ashley will be responsible for the solar PV design using the Helioscope tool to produce array layouts and energy modeling and contribute to PV costing research and report writing.
4	Stephanie Campbell, OAA	Architect	Stephanie will be responsible for the review and coordination of architectural implications of retrofit measures and will provide general building envelope expertise and costing support.
5	Jaymeson Trudgen, P.Eng.	Senior Electrical Review	Jaymeson will provide senior review of the facilities and grid interconnection investigations, including costing of electrical upgrades.
7	Steve MacCallum, C.E.T., L.E.T.	Senior Licensed Electrical Engineering Technologist	Steve will review findings and data from the site visit, assist with grid interconnection discussions with utilities, advise on the practicality and costing of electrical systems, report on electrical findings and results.
6	Mathew Giardini, C.Tech.	Senior Electrical Technician	Mathew will provide support to Steve, complete the site visits, and prepare electrical drawings.
8	Phil Jones	Contract Administrator	Phil will manage the contract administration services for the project and will be responsible for ensuring that the construction adheres to the tender documents. Due the electrical focus of this project we have selected Phil who has a significant electrical project management experience to ensure speedy mitigation if any issues arise.
9	Sébastien Bernard, M.A.Sc., P.Eng., ing.	Senior Structural Engineer	Sébastien will provide senior review of the structural assessments of the facility and the costing of any structural upgrades, if needed.
10	Stephen Greco, M.Eng., P.Eng.	Structural Engineer	Stephen will review findings and data from the site visit, assist with structural assessments, advise on the practicality and costing of the roof and other structural components, report on structural findings and results, and prepare drawings.

Documents to be uploaded

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.

- Task-Cost Matrix * (mandatory)
- Schedule Plan * (mandatory)
- Resume (CV) Of Team Members (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. - Joan Haysom, Principal Associate; Innovative Energy Market Chief, J.L. Richards & Associates Limited
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**

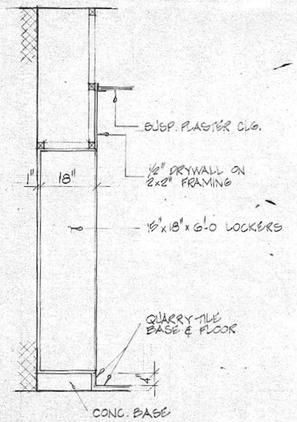
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

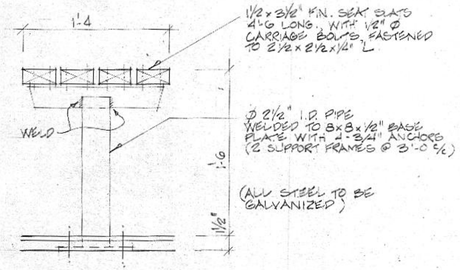
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
2024CDE-CS-TR-01-P Addendum 4 Fri April 5 2024 04:32 PM	☑	1
2024CDE-CS-TR-01-P Addendum 2-Replacement Wed April 3 2024 03:35 PM	☑	1
2024CDE-CS-TR-01-P Addendum 3 Tue April 2 2024 02:14 PM	☑	1
2024CDE-CS-TR-01-P Addendum 2 Tue March 26 2024 12:47 PM	☑	1
Pre-Design Roofing Replacement Study Addendum 1 Fri March 22 2024 04:14 PM	☑	10
Letter Scope for Solar Investigation Addendum 1 Fri March 22 2024 04:13 PM	☑	1
Prints of Roof 111 Huron Addendum 1 Fri March 22 2024 04:13 PM	☑	6
2011 Solar Pre-Feasibility Study Addendum 1 Fri March 22 2024 04:12 PM	☑	38
2024CDE-CS-TR-01-P Drawings 1 Addendum 1 Fri March 22 2024 04:09 PM	☑	35
2024CDE-CS-TR-01-P Addendum 1 Fri March 22 2024 04:07 PM	☑	6

Door & Hardware Schedule

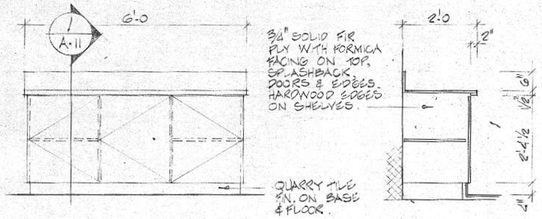
DOOR No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77
TYPE			P	O	O	O	P	K	P	R	R	P	O	P	P	P	O	O	R	R	R	R	O	O	L	L	L	G		K						L	C	D	L	K	H	H	H	L	L	B	L	L	A	M	K	K	L	K	M	L	G	L	J	M	K	K	M	L	G	L	L	F	F	F	F	L	L	L	E	L	N
HAND	RHR	RHR	LH	LH	LH	LH	RH	RH	LH	RH	LH	RH	RH	LH	LH	RH	LH	RH	RH	RH	RH	LH	LHR	RH			RHR	LHR	LH		RH					RHR			LHR	LH2	RH	RHR	RH	RHR	LH2		RH		LH	RH		LH2	RH	RH	LH		LH	RH	LH	RH	LH	RH	LH		RHR	RH2					RHR	RHR	RHR		RHR	RHR
STRUCTURAL STEEL FRAME																																				•	•																		



LOCKER DETAIL
1/2" = 1'-0

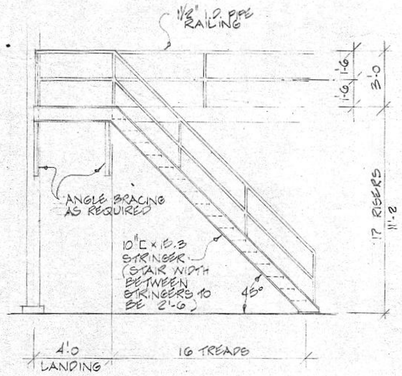


BENCH DETAIL IN MEN'S WASHROOM
1/2" = 1'-0



LUNCHROOM COUNTER AND CABINET DETAILS
1/2" = 1'-0

DETAIL 1/A-11
1/2" = 1'-0



STAIR DETAIL 2/A-7
1/4" = 1'-0

No	ROOM	FLOOR			WALLS		ROOF / CEILING			REMARKS
		STRUCT FLOOR FINISH	FLOOR FINISH	BASE	MATERIAL	FINISH	MAT'L.	FINISH	CEILING HGT.	
	OFFICE AREA									

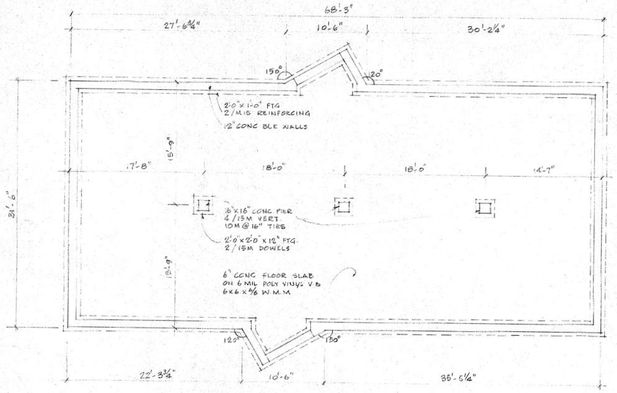
No.	DESCRIPTION	BY	DATE

REVISIONS

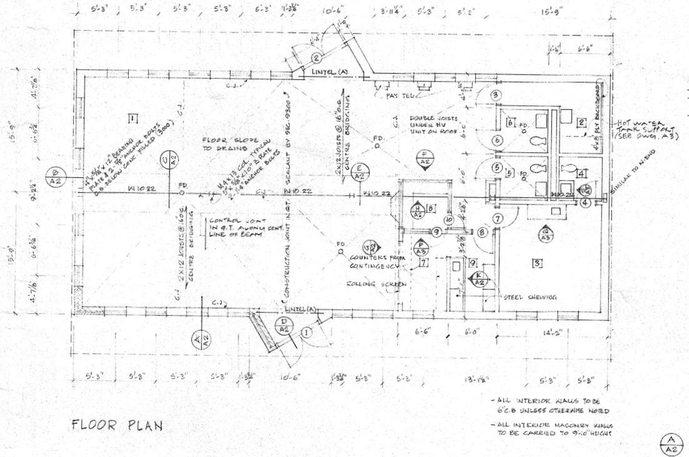
DeLCan DE LEUW CATHER, CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	CHECKED BY	SCALE	DRAWING No.
DRAWN BY	DATE 15/01/81	DELCAN PROJECT No.	A-11

C.B - CONCRETE BLOCK
R.D - ROOF DRAIN
F.D - FLOOR DRAIN
S - SEALANT
F.G. - FIXED GLASS
P.G. - PLATE GLASS
ADJ ADJUSTABLE
D DRAWER

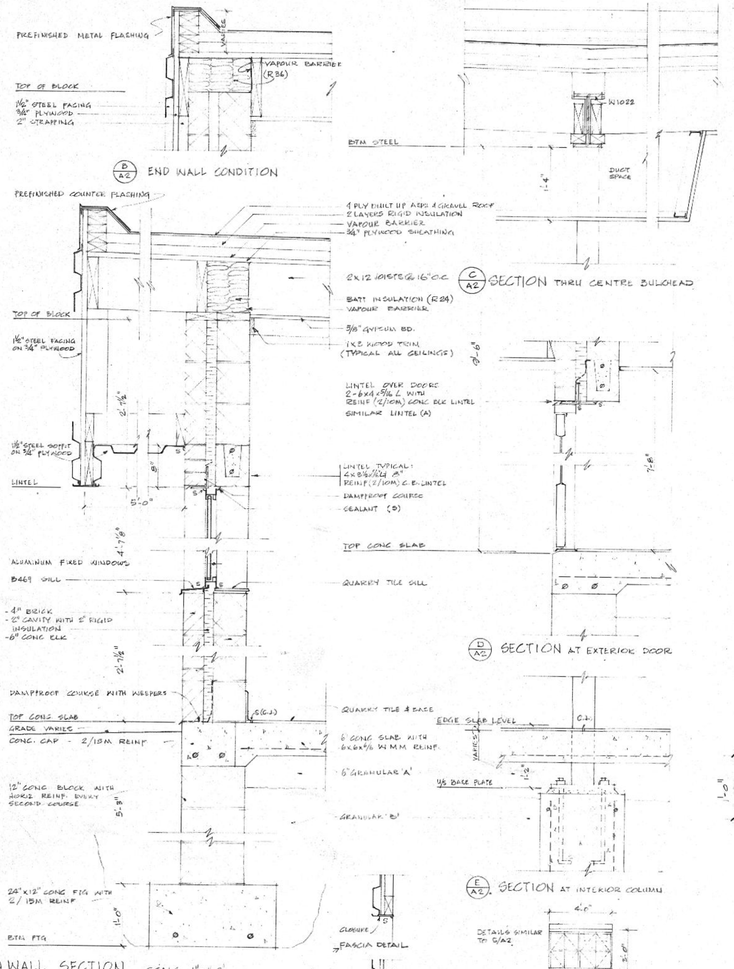


FOUNDATION PLAN
SCALE 1/8"=1'-0"



FLOOR PLAN

- ALL INTERIOR WALLS TO BE 6"C.B UNLESS OTHERWISE NOTED
- ALL INTERIOR MASONRY WALLS TO BE CARRIED TO 9'-6" HEIGHT



A/A2 WALL SECTION SCALE 1"=1'-0"

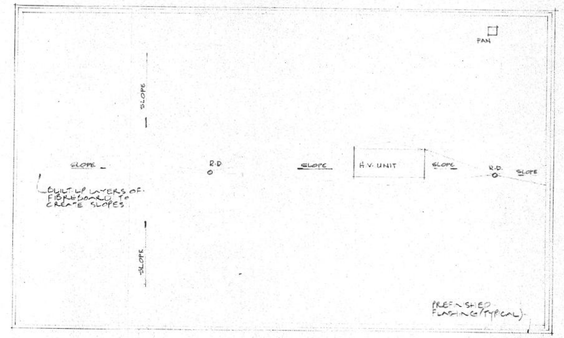
C/A2 SECTION THRU CENTRE BULKHEAD

D/A2 END WALL CONDITION

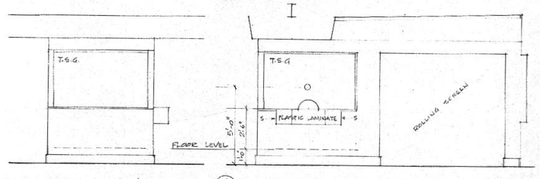
D/A2 SECTION AT EXTERIOR DOOR

E/A2 SECTION AT INTERIOR COLUMN

K/A2 ELEVATION STORAGE RM

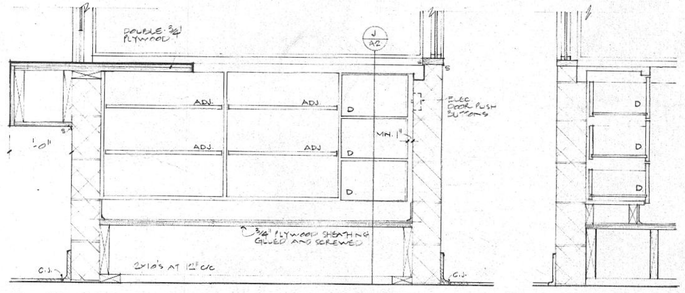


ROOF PLAN SCALE 1/8"=1'-0"



F/A2 ELEVATION 1/4"=1'-0" DISPATCHER'S OFFICE

I/A2 ELEVATION 1/2"=1'-0"

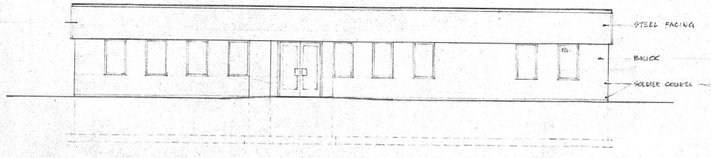


H/A2 SECTION THRU DISPATCHER'S OFFICE SCALE 1"=1'-0"

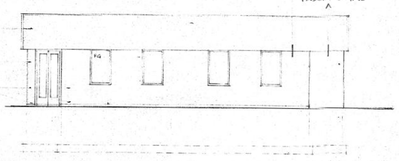
J/A2 SECTION THRU DRAWERS



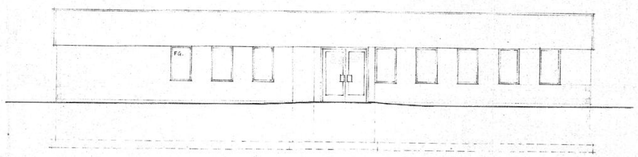
TYPICAL CORNER
1"=1'-0"



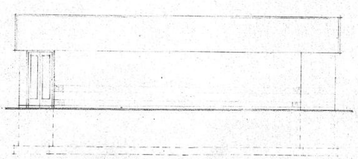
WEST ELEVATION
SCALE 1/8"=1'-0"



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

NO.	REF.	DESCRIPTION	DATE	CH'D

REVISIONS

ALL MEASUREMENTS MUST BE CHECKED ON THE JOB BY THE CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.

DRAWN	CHECKED	PRINTED
DATE FEB/MAR 82	DATE	1985 04 11

THIS DRAWING NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL COUNTERSIGNED BY R. V. B. BURGOYNE.

DATE APRIL 11/85.

TRANSIT TERMINAL BUILDING

FOR THE SAULT STE MARIE TRANSPORTATION COMMISSION

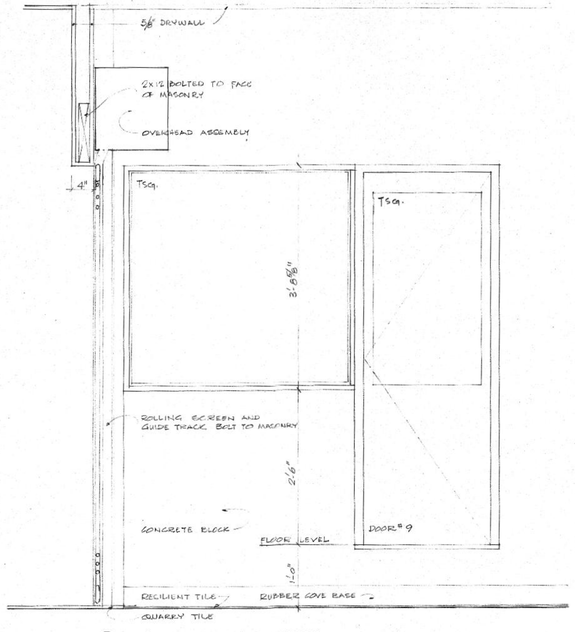
R. V. B. BURGOYNE
ARCHITECT
SAULT STE. MARIE - ONTARIO

SHEET TITLE
PLAN / ELEVATIONS / SECTIONS

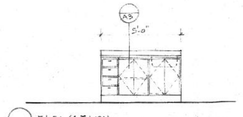
SCALES 1/8"=1'-0" and as shown

PROJECT NUMBER	DRAWING NUMBER
8208	A-2

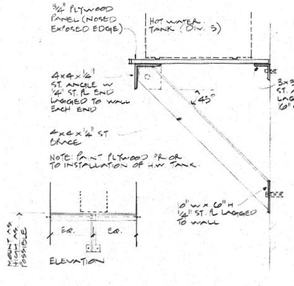
TRANSLAR 200-5-80



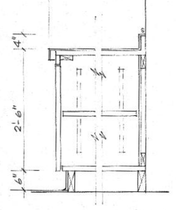
A2 SECTION & ELEVATION
SCALE 1" = 1'-0"



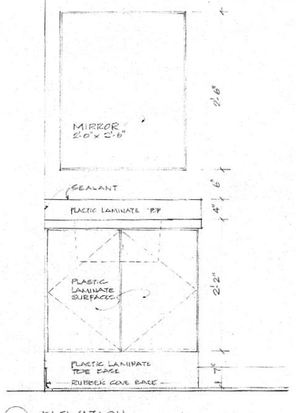
A2 ELEVATION COUNTER, DRIVERS' ROOM



HOT WATER TANK SUPPORT
ROOM No. 2
SC. 1/4" & 1" = 1'-0"
STEEL SUPPLY & ERECTION - SECTION 05500
CARPENTRY - SECTION 06200
FINISH PAINTING - SECTION 09900



A3 SECTION SCALE 3/4" = 1'-0"



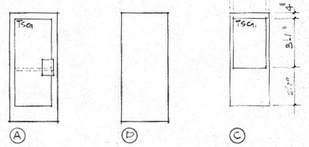
A2 ELEVATION DRIVERS' WASHROOM
SCALE 1" = 1'-0"

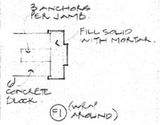
ROOM FINISH SCHEDULE

No.	NAME	FLOOR	BASE	WALLS MATERIAL	WALLS FIN.	CEILING MAT.	CEILING FINISH	CEILING HEIGHT	REMARKS
1	WAITING ROOM	Q.T.	Q.T.	CB.	CT.	DW. *	PT.	VARIES	*CENTRE BULKHEAD ON METAL FRAMING.
2	SERVICE ROOM	R.T.	R.B.	CB.	PT.	DW.	PT.	VARIES	
3	DRIVERS' ROOM	R.T.	R.B.	CB.	PT.	DW. *	PT.	8'-0"	*ON SUSPENDED METAL FURRING
4	DRIVERS' WASHROOM	R.T.	R.B.	CB.	PT.	DW. *	PT.	8'-0"	*ON SUSPENDED METAL FURRING
5	MEN'S WASHROOM	Q.T.	Q.T.	CB.	CT.	DW.	PT.	VARIES	
6	WOMEN'S WASHROOM	Q.T.	Q.T.	CB.	CT.	DW.	PT.	VARIES	
7	CONCESSION	R.T.	R.B.	CB.	PT.	DW.	PT.	VARIES	
8	DISPATCHER	R.T.	R.B.	CB.	PT.	DW.	PT.	7'-2"	
9	STORAGE	R.T.	R.B.	CB.	PT.	DW.	PT.	VARIES	

ABBREVIATIONS
No NUMBER
FIN. FINISH
MAT. MATERIAL
TH. THICKNESS
PR. PAIR
PT. PAINT
TSG. TEMPERED SAFETY GLASS.
DW. DRYWALL
CB. CONCRETE BLOCK
QT. QUARRY TILE
R.T. RESILENT TILE
R.B. RESILENT BASE
CT. COATING
AL. ALUMINUM
AN. ANODIZED
HM. HOLLOW METAL

DOOR AND FRAME TYPES





SPECS. - SPECIFICATIONS

DOOR AND FRAME SCHEDULE

No.	DOOR TYPE	DOOR WIDTH	DOOR HEIGHT	DOOR TH.	DOOR MAT.	DOOR FIN.	FRAME TYPE	FRAME MAT.	FRAME FIN.	REMARKS
1	A	PR. 3'-0"	7'-0"	1 3/4"	AL.	AN.	SEE SPECS.	AL.	AN.	
2	A	PR. 3'-0"	7'-0"	1 3/4"	AL.	AN.	SEE SPECS.	AL	AN.	
3	B	2'-10"	7'-0"	1 3/4"	HM.	PT.	F1	HM	PT.	
4	B	2'-6"	7'-0"	1 3/4"	HM.	PT.	F1	HM.	PT.	
5	B	2'-8"	7'-0"	1 3/4"	HM. *	PT.	F1	HM. *	PT.	*PREPARE FOR ELECTRIC STRIKE (SEE DWG. E2)
6	B	2'-8"	7'-0"	1 3/4"	HM. *	PT.	F1	HM. *	PT.	*PREPARE FOR ELECTRIC STRIKE (SEE DWG. E2)
7	B	2'-8"	7'-0"	1 3/4"	HM.	PT.	F1	HM.	PT.	
8	B	2'-8"	7'-0"	1 3/4"	HM.	PT.	F1	HM.	PT.	
9	C	2'-0"	6'-0"	1 3/4"	HM.	PT.	F1	HM.	PT.	
10	C	2'-0"	6'-0"	1 3/4"	HM.	PT.	F1	HM.	PT.	

NO.	REF.	DESCRIPTION	DATE	CH'D

REVISIONS

ALL MEASUREMENTS MUST BE CHECKED ON THE JOB BY THE CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.

DRAWN GBR/JPM. | CHECKED | PRINTED 1983 06 11
DATE FEBMAR 83 | DATE

THIS DRAWING NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL COUNTERSIGNED BY R. V. B. BURGOYNE.

DATE APRIL 11/83

TRANSIT TERMINAL BUILDING
FOR THE
SAULT STE. MARIE TRANSPORTATION COMMISSION

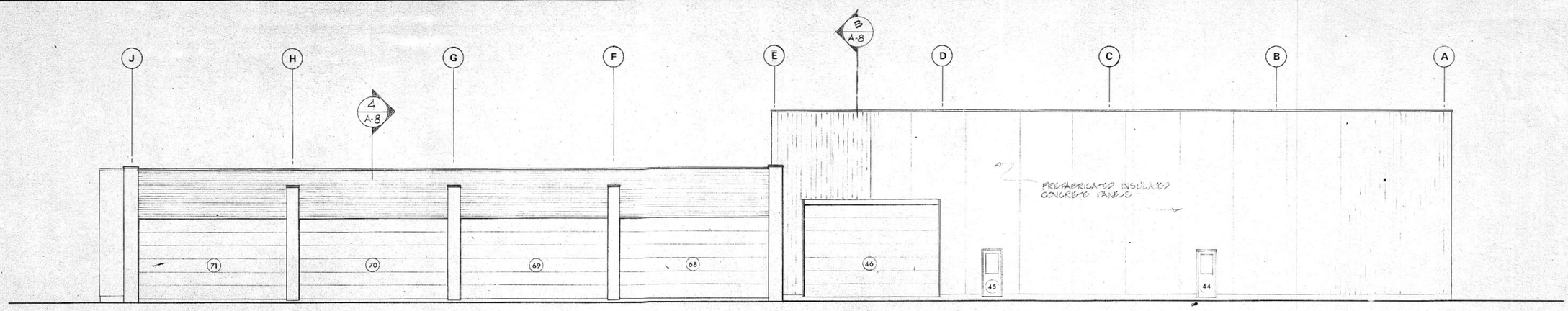
R. V. B. BURGOYNE
ARCHITECT
SAULT STE. MARIE - ONTARIO

SHEET TITLE
SCHEDULES / DETAILS

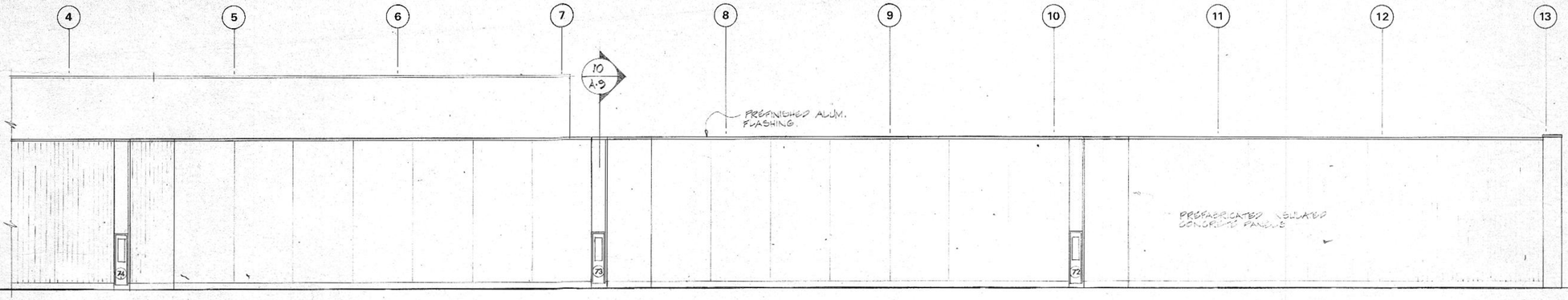
SCALES AS SHOWN

PROJECT NUMBER 8208 | DRAWING NUMBER A-3

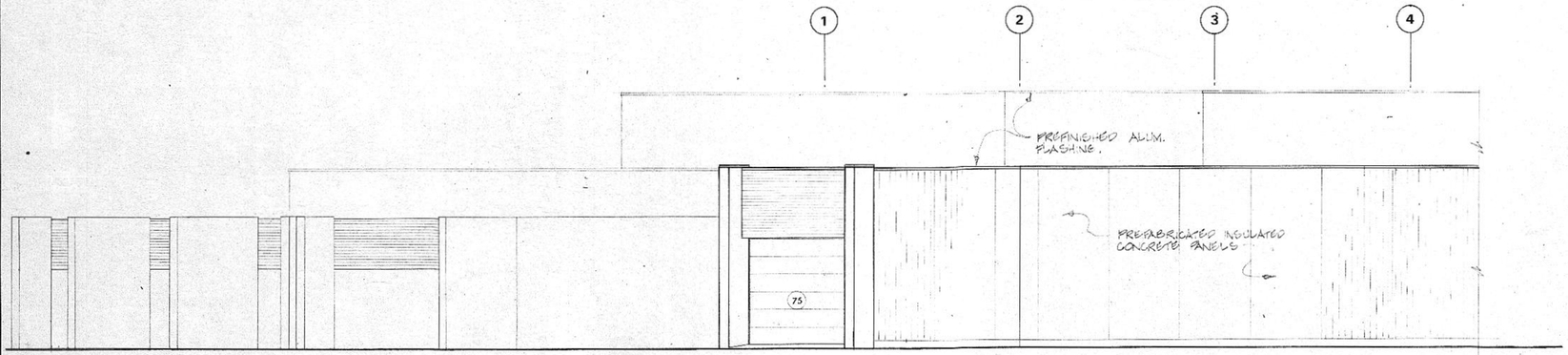
TRANSLAN 200-9-80



West Elevation



North Elevation



North Elevation

No.	DESCRIPTION	BY	DATE
	REVISIONS		

Sault Ste Marie Transit Maintenance Facility

Elevations

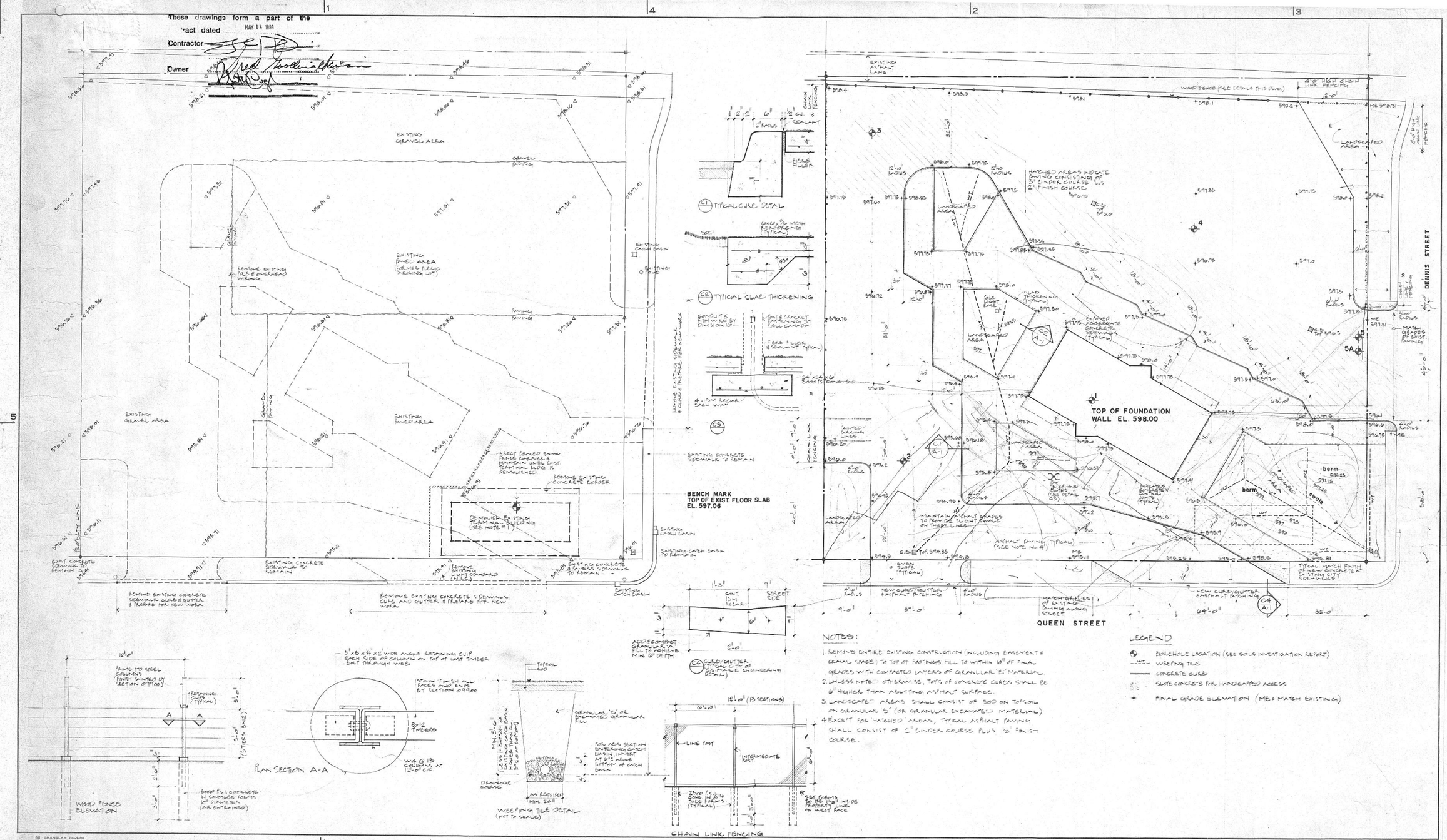
DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

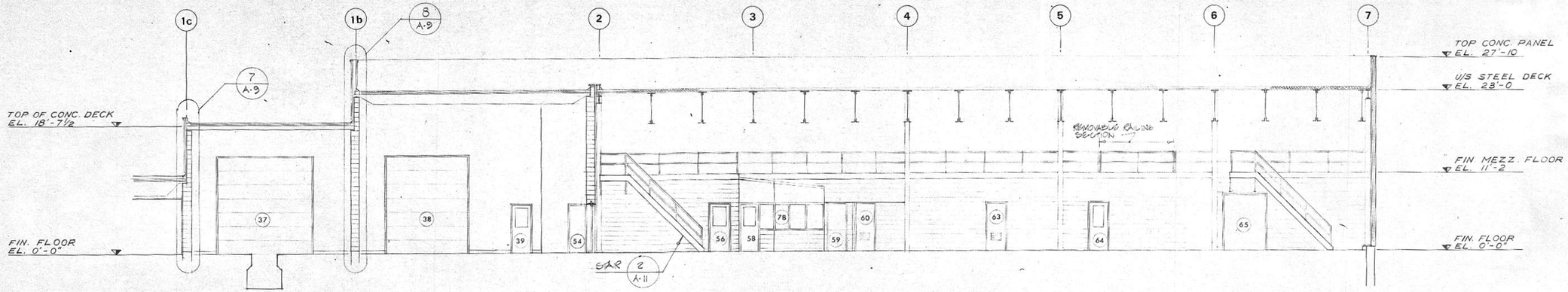
DESIGNED BY	CHECKED BY	SCALE 1/8" = 1'-0"	DRAWING No. A-5
DRAWN BY	DATE 15/01/81	DELCAN PROJECT No. 01-110	

These drawings form a part of the contract dated MAY 04 1983

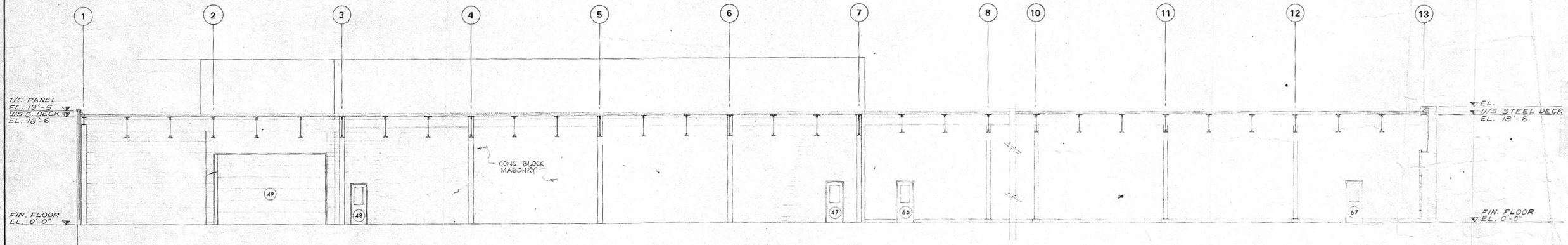
Contractor

Owner

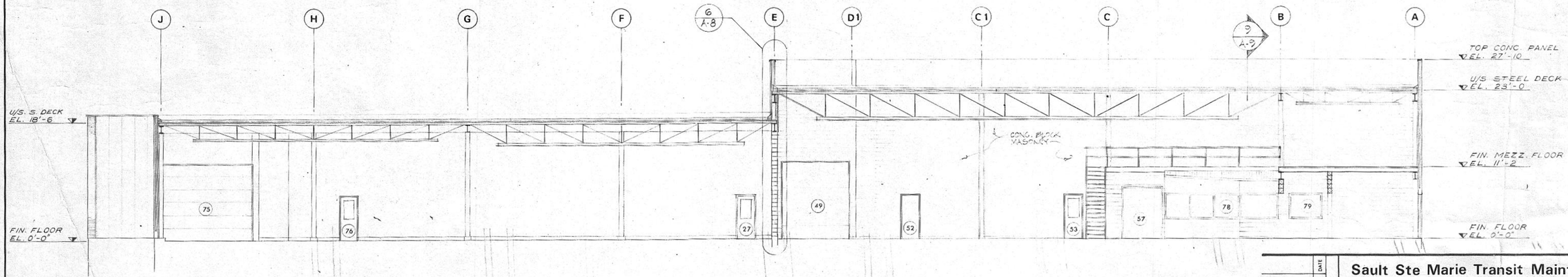

EXISTING GRAVEL AREA
EXISTING PAVED AREA
REMOVE EXISTING ASPHALT & OVERBURDEN WORKS
REMOVE EXISTING CONCRETE SIDEWALK, CURB & GUTTER & PREPARE FOR NEW WORK
REMOVE EXISTING CONCRETE SIDEWALK, CURB AND GUTTER & PREPARE FOR NEW WORK
EXISTING CONCRETE SIDEWALK TO REMAIN
EXISTING CATCH BASIN TO REMAIN
EXIST. CONCRETE SIDEWALK TO REMAIN
ELECT. FENCED SNOW FENCE BARRIER & MAINTAIN UNTIL EXIST. TERMINAL BLDG. IS DEMOLISHED.
REMOVE EXISTING CONCRETE BOLDER
DEMOLISH EXISTING TERMINAL BUILDING (SEE NOTE #1)
REMOVE EXISTING LIGHT STANDARD & CABLES
BENCH MARK
TOP OF EXIST. FLOOR SLAB
EL. 597.06
PROPERTY LINE
EXIST. CONCRETE SIDEWALK TO REMAIN
EXISTING CATCH BASIN
EXISTING CATCH BASIN TO REMAIN
EXISTING



Section 1 / A-3



Section 2 / A-4



Section 3 / A-3,4

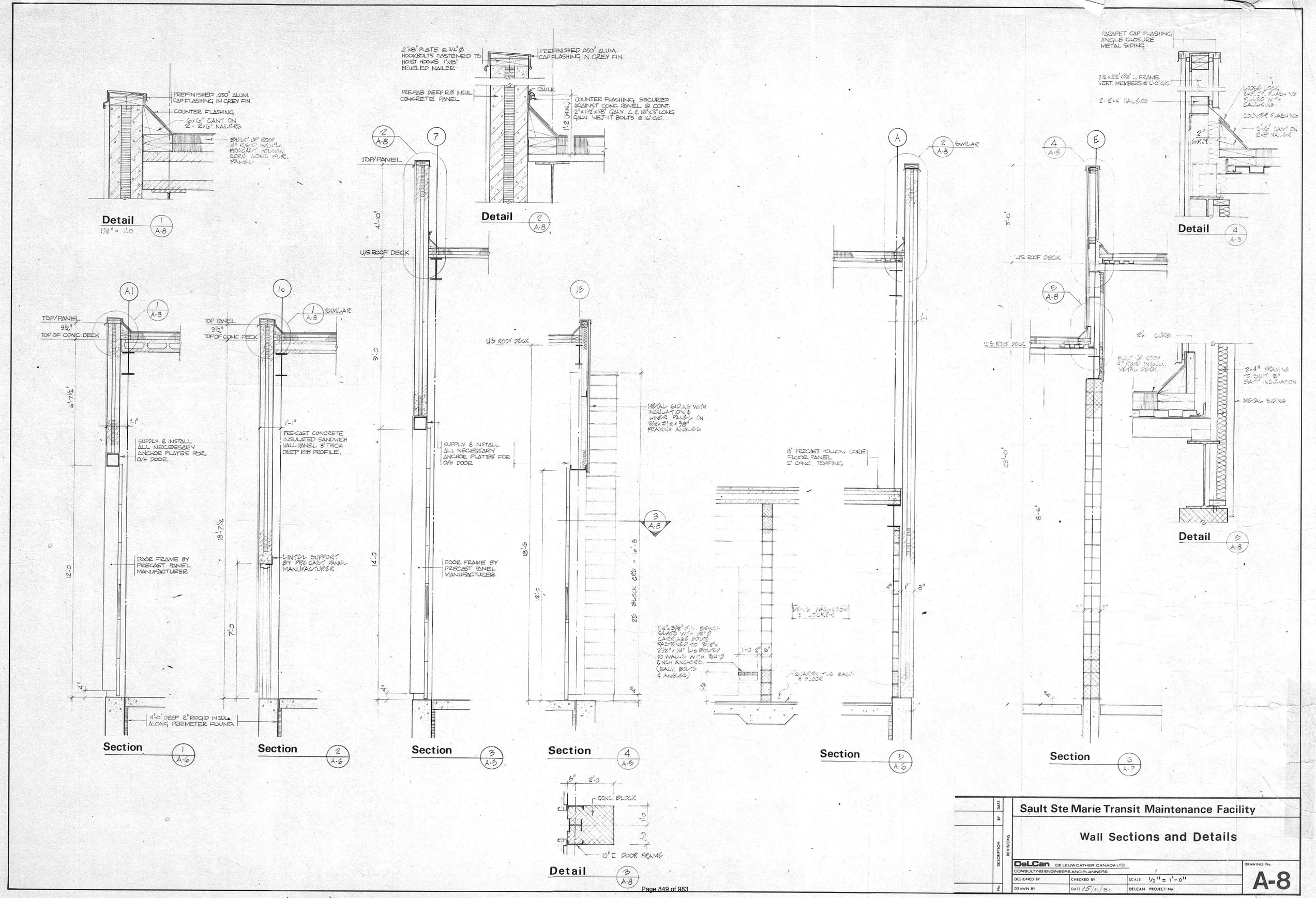
REVISIONS			
No.	DESCRIPTION	BY	DATE

Sault Ste Marie Transit Maintenance Facility

Building Sections

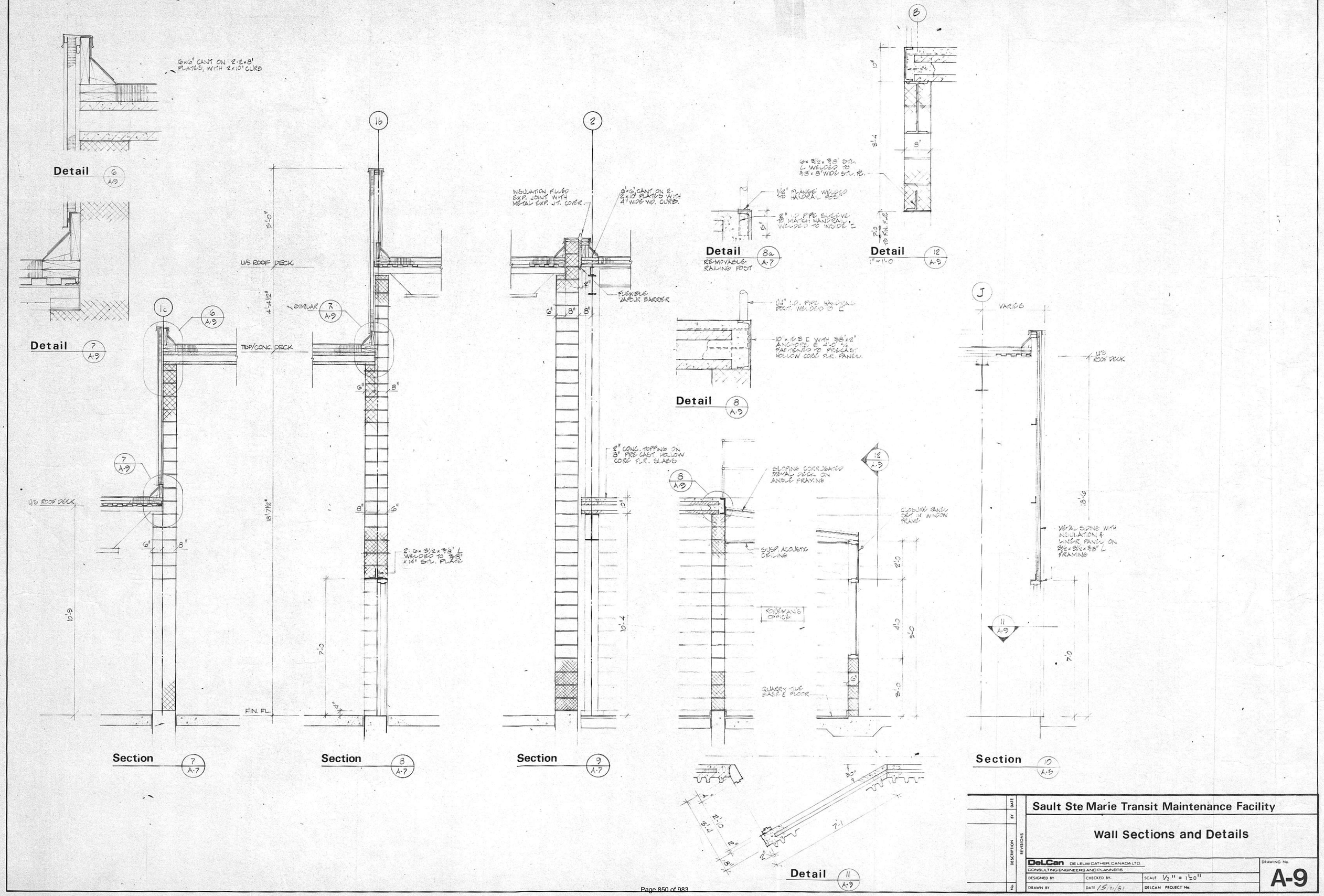
DeLCan DE LEUW CATHER, CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	CHECKED BY	SCALE 1/8" = 1'-0"	DRAWING No. A-7
DRAWN BY	DATE 15/01/81	DELCAN PROJECT No. 01-110	



Sault Ste Marie Transit Maintenance Facility			
Wall Sections and Details			
DeLCan DE LEUW CATHER, CANADA LTD. CONSULTING ENGINEERS AND PLANNERS			DRAWING No. A-8
DESIGNED BY	CHECKED BY	SCALE 1/2" = 1'-0"	
DRAWN BY	DATE 15/01/81	DELCAN PROJECT No.	

REVISIONS: No. | DESCRIPTION | BY | DATE



Sault Ste Marie Transit Maintenance Facility			
Wall Sections and Details			
DeLCan DE LEUW CATHER, CANADA LTD. CONSULTING ENGINEERS AND PLANNERS			DRAWING No. A-9
DESIGNED BY	CHECKED BY	SCALE 1/2" = 1'-0"	
DRAWN BY	DATE 15/01/81	DELCAN PROJECT No.	

REVISIONS: No. | DESCRIPTION | BY | DATE

removed walls
existing walls
blocked walls
new walls

FLOOR PLAN

SCALE 1/4"=1'-0"

INSTALL WOOD BLOCKING TO EAVES AT SPACING FOR STD BRACKETS & INSTALL GALV. GUTTER FULL LENGTH & PAINT SOFFIT, BLOCKING, ETC.

REPLACE 7 WINDOWS IN WALL. SEE DETAIL 5 DWG A 2, TYPICAL FOR ALL

STRIP BACK TO BLOCK
NEW 2" STIS & URETHANE
VB & 1/4"DW
GLAZED WALL FIN. FULL HT.
TYPICAL ENTIRE N. WALL EXTS.

2 - G.H. W2025 & F1622S
GT ST. COMP. MIRROR
& SHELF UNITS

NEW 3 5/8" STEEL STUD WALL
5/8"DW BOTH SIDES
GLAZED WALL FIN.
FULL HEIGHT

NEW 5/8"DW BOTH SIDES EX. PARTITION

NEW 5/8"DW TO EX. PARTITION

FRAME FOR & INSTALL 24"x24" PLYWOOD HATCH IN CEILING

½" R26-BOND URETHANE NAILED TO UNDER SIDE OF DECK. TAPE TO ALL JOINTS, CARRY AROUND STEEL FRAMING MEMBERS

ROD & SHELF

NEW 5/8"DW OVER EX. BOTH SIDES

BREAK OUT FLOOR & INSTALL NEW CONDENSATE LINE IN TRANSITE SLEEVE BELOW & MAKE GOOD
SEE PLUMBING DWG

75# RISLATH & CEMENT PARGING TO EXTS WALLS

CERAMIC TILE DIRECTLY TO PARGING ON BLOCK

SHOWER 1

ALUM ROD & DUCK CURTAIN

STRAP @ 5/8 DW ABOVE LOCKERS ONLY

4" BLOCK

CURBS

MECH LOCKERS 2

MECH DAYROOM 3

MEN'S WASHROOM 4

DRIVER'S LOCKERS 5

DRIVER'S DAYROOM 6

BREAK OUT NEW OPENING

STRAP @ 5/8"DW. TO FACE OF ALL BLOCK WALLS (TYPICAL)

STD INSTAL TOILET PARTITION EQUAL TO WESTEEL ROSCO "ACCESSWAY"

CAP ROLL TYPE TP DISP.

FORM NEW ARCHWAY

NEW 3 5/8" STUD WALL & 5/8" DW BOTH SIDES

BLOCK UP WINDOW & CUT NEW DOOR OPENING

WASHROOM 9

BLOCK UP EXTS. DOOR & MAKE GOOD

REMOVE SECTION OF WALL FOR NEW DOOR & FRAME & MAKE GOOD

NEW DRY WALL BOTH SIDES OF EXTS PARTITION

NEW 5/8"DW OVER EX. FIN. & RETURN AT JAMB

5/8" DW ON STIS OVER EX BRICK WALL FULL LENGHT OF OFFICE & LOBBY & VINYL FABRIC FINISH

BREAK OUT EX. WINDOW MAKE GOOD AT JAMBS & CARRY DW AROUND

CARPET - DIRECT GLUE DOWN OVER 4" MESH REINF. CONC.

OFFICE 7

OFFICE 8

REMOVE LINOLEUM & TAY CARPET OVER EX. WDS. FLOOR

METER, SAFE

LOCKABLE MAILBOXES

STIS & 5/8"DW TO ALL MASONRY

DECK DOWN

RUBBER MAT & BUMPER AT HANDLE HEIGHT

LOBBY 10

VESTIBULE 11

TERRAZZO

EXISTING TUNNEL CLOCK TO REMAIN

INSTALL NEW LIGHTING PANEL

EXISTING LOBBY 14

BULK HEADRACK

WASHROOM 12

VINYL BAS TO NEW WALLS & RETURN AT DOORS

C/P ROD & CENTRE HANGER
3/4" BIRCH PLY SHELF OVER, WITH NOSING & 1"X2" BEARER ALL AROUND (SUBMITTED BY HANGERS)
CLOSET CEILING AT 8'-0"

STOCK ROOM

SUPPLY RM

BOARD ROOM 13

WOOD PANELLING ON 1"X3" STIS AT 16" O/C HORIZONTAL
WOOD PANELLING ON 3/8" M.D.
CARPET DIRECT GLUE DOWN OVER 4" MESH CONC.

CUT IN & INSERT GALVANIZED ANCHORS EVERY 3RD COURSE AT NEW & EXTS BRICK, OTHER END SIMILAR.

½" IMPREGNATED DIVIDER STRIP AT MID POINT OF NEW CONCRETE WALK

16"X24" GT ST FRAMED PLATE GLASS MIRROR WITH LIGHT FIXTURE MOUNT CENTRED ON MIRROR VERTICALLY.

GLAZED FINISH, EXTS WALLS TO BALANCE OF SHOWER AREA

BLOCK TO MATCH EX.

REMOVE STEEL PLATE CEILING & INSTALL NEW DRY WALL ON METAL FURRING INSULATE UNDER SIDE DECK AS NOTED

TAPER UP THRESHOLD TO MEET TERRAZZO D1 # D4

INCREASE STIS. FOR PIPES, INSUL., VENTS, ETC

REPAINT WALL FULL LENGTH TO BOILER RM. DOOR

BLOCK UP TO MATCH EX.

SITE PLAN

SCALE 1"=20'-0"

GRAVEL PARKING LOT

80'-6"

PROPERTY LINE
EX. FENCE LINE

CONC. SIDEWALK

DENNIS STREET

FENCE

EX. BUS GARAGE COMMISSION

25'-9"

6'-0" 5'-0" 6" 21'-0" 21'-0" 6"

5" MESH REINFORCED CONC. WALK TO MEET EXTS

DIMENSIONS FROM J.B. CHAMBERS SURVEY JAN 11, 72

18'-0"

7'-9"

ELEVATIONS

SCALE 1"=1'-0"

LINE OF EX. ROOF BEHIND PARAPET

REMOVE SECTIONS OF PARAPET & REMOVE TILE CAP COMPLETLY FILL AS REQUIRED & CONTINUE WITH NEW .025 PREPAINTED ALUM FLASHING OVER TAPERED WOOD CAP WITH SMALL CANT & CLIPS AS REQUIRED

½" FOILBOARD URETHANE TO INNER FACE OF MASONARY TO ATTIC AREA, TAPE ALL JOINTS AS FOR ROOF

NEW CAPPING TO EX. PARAPET AT HEIGHT OF NEW WALL

HEATING CABLE FULL LENGTH OF GUTTER & TO R.W. LEADER

CUT REGLET INTO BRICK JOINT INSTALL NEW FLASHING & CAULK

CPT. 3200 SERIES DOOR
2600A FRAME & SIDELIGHT
¼" POL PLATE GLASS
GROMELUX CLOSER
ALUM. THRESHOLD
#5573 FULL BAR
CYLINDER LOCK
KEYED OUTSIDE
WITH THUMBTURN
2'-10" OAK PUSH BAR
TO DOOR & SIDELIGHT
WITH ALUM SCREWS
& GROMMETS
DOORS & SIDELIGHTS
WITH 6" BOTTOM RAILS

PREPAINTED ALUM CAPPING

GAL LEADER 4"

NEW TRANSITE STORM WATER LINE & VERT. LEG TO GRADE 6"ø

FOR WINDOWS SEE DETAILS DWG A2

D. Perry Short - Architects
515 Albert St. East
Sault Ste Marie

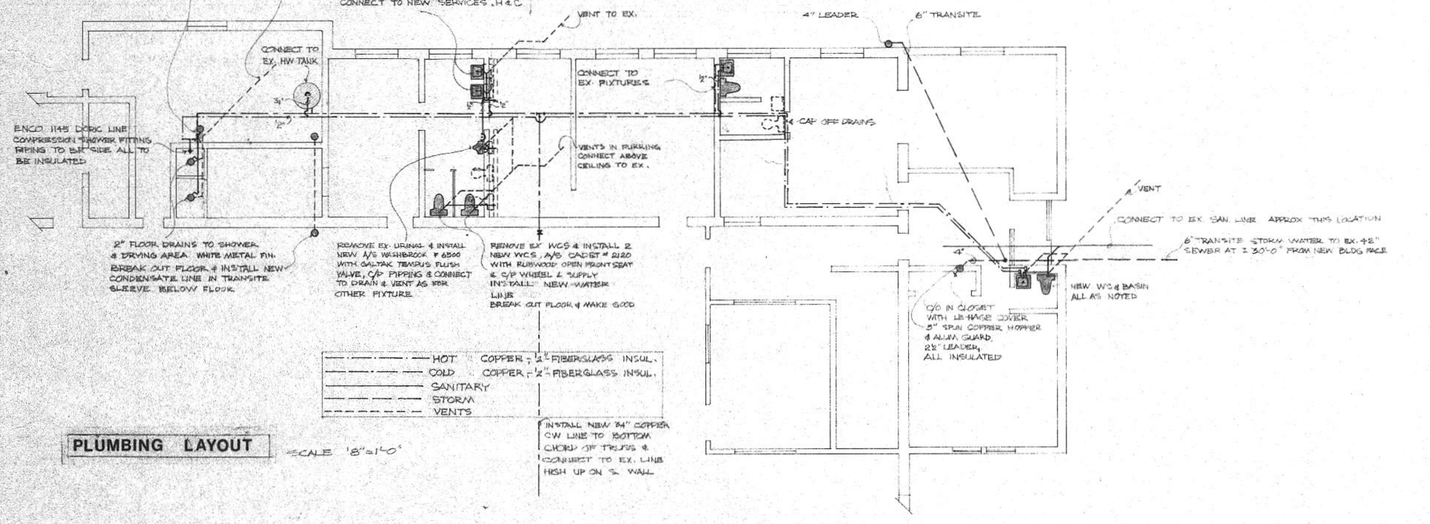
Addition and Alterations to the Bus Garage for the Transportation Commission of Sault Ste. Marie Ontario

D. PERRY SHORT ASSOCIATION OF ONTARIO LAND SURVEYORS MEMBER ARCHITECT

TITLE
FLOOR PLAN
ELEVATIONS
SITE PLAN

scale	date	drwg.
AS NOTED	SEPT 20/72	A1
drawn by: B. GARBIDE	job no. 7105	

TRANSLAR 50-3-72

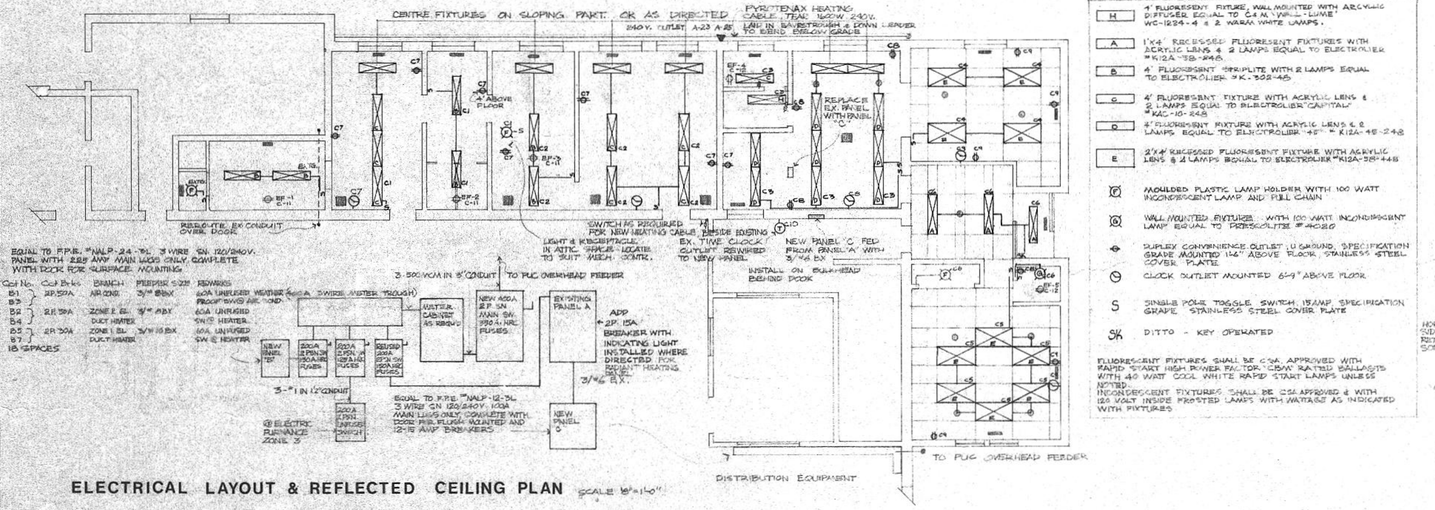


PLUMBING LAYOUT

SCALE 1/8"=1'-0"

ROOM No.		FLOOR: CERAMIC TILE	FLOOR: TERRAZZO	FLOOR: CARPET	FLOOR: VAT	FLOOR: BATTS	BASE: RUBBER BASE	BASE: CERAMIC TILE	WALLS: CMU BLOCK	WALLS: 5/8" DW	WALLS: WOOD PANELLING	WALLS: EXTS	FINISH: GLAZED	FINISH: VINYL FABRIC	FINISH: CERAMIC TILE	CEILING: 5/8" DW	CEILING: SUSPENDED T&T	CEILING: GLAZED	CEILING: WOOD PANELLING	CEILING: EXISTING	CEILING: ACOUSTIC TILE	HEIGHTS: EXISTING	HEIGHTS: 9'-0"	HEIGHTS: 8'-0"	HEIGHTS: 7'-2"	HEIGHTS: 7'-6"	NOTES
1	SHOWER	O					O		O					O											O	* CERAMIC TILE FULL HEIGHT 3 WALLS OF SHOWER ONLY
2	MECHANIC'S LOCKER R.M.		O				O		O					O	⊕	O						O					
3	MECHANIC'S DAYROOM		O				O		O					O		A						O					
4	MEN'S WASHROOM		O				O		O					O		A						O					
5	DRIVER'S LOCKER R.M.		O				O		C					O		A						O					
6	DRIVER'S DAYROOM		O				O		O					O		A						O					
7	OFFICE			O			O		C					O		O					O	O					MAKE GOOD FLOOR WHERE WALLS REMOVED
8	OFFICE			O			O		C					O		O					O						
9	WASHROOM				O		O		A		A									A		O					MAKE GOOD FLOOR LEVELS & NEW TILE THROUT
10	LOBBY		O				O		C					O		O					O						
11	VESTIBULE		O				O		O					O			O				O						
12	WASHROOM				O		O		A							A						O					
13	BOARDROOM			O			O			C							O					O					
14	EXISTING LOBBY			O			O			B										A		O					
15	CLOAK ROOM				O		O		A							A						O					

ROOMS



ELECTRICAL LAYOUT & REFLECTED CEILING PLAN

SCALE 1/8"=1'-0"

LOCATION: DOOR No.	LOCATION: FROM	LOCATION: TO	DOOR: SIZE	DOOR: THICKNESS	DOOR: TYPE	DOOR: MAT.	DOOR: SCUS BIRCH	DOOR: HOLLOW BIRCH	DOOR: DUTCH DOOR	FRAME: TYPE	FRAME: MAT.	FRAME: BIRCH	GRILLE	HARDWARE: WICKPLATE	HARDWARE: PUSH	HARDWARE: PULL	HARDWARE: CLOSER	HARDWARE: THRESHOLD	NOTES
1	GAR.	3	EXTG	1¾"	A	C				1	B								
2	3	4	EXTG	1¾"	B	C				2	B			C	C	C	C		
3	4	5	AS 2	1¾"	B	C				3	B			C	C	C	C		
4	GAR	6	AS 1	1¾"	A	C				1	B			C	C	C	C		
5	15	9	2'-4" X 6'-8"	1¾"	B		C			2	B								UNDERCUT 1/2"
6	10	7	EXTG	1¾"	C	C				4	B								
7	7	15	2'-4" X 6'-8"	1¾"	B		C			2									UNDERCUT 1/2"
8	10	14	EXTG	1¾"	B	C				4	B								
9	14	SUPPLY	EXTG																PAINT EXISTING DOOR & FRAMES ETC.
10	13	CLOSET	4'-1 1/6" X 6'-8"	1¾"	B		C			8									INSTALL A/S # 7. - UNDERCUT 1/2"
11	10	12	2'-6" X 6'-8"	1¾"	B	C				3	B								
12	13	12	2'-4" X 6'-8"	1¾"	B		C			3	B								
13	11	10	3'-0" X 7'-0"																ALUM. DOOR FRAME, ETC. AS NOTED ON ELVISS
14	EXT	11	3'-0" X 7'-0"																
15	GARAGE BATT RM.		3'-0" X #	1¾"	D	O				⊕	B		⊕				O		# TO SUIT EXTG OPENING, ⊕ SIMS (3)

DOORS

SPRINKLER SYSTEM

SCALE 1/8"=1'-0"

SCALE 1½"=1'-0"





SECTION D D

SCALE 1"=1'-0"

D. PERRY SHORT ARCHITECT
915 ALBERT ST. EAST
SAULT STE. MARIE

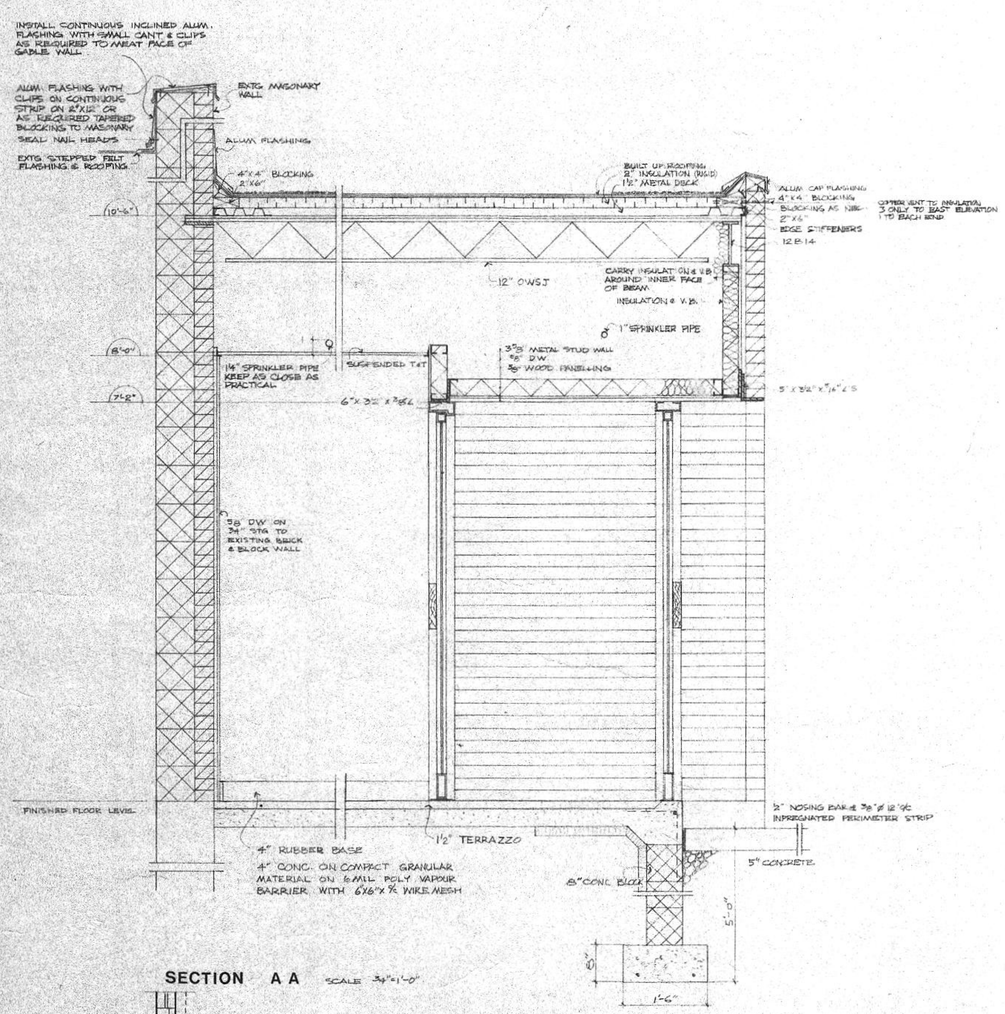
ADDITION AND ALTERATIONS TO THE BUS GARAGE FOR THE TRANSPORTATION COMMISSION
SAULT STE MARIE
ONTARIO

D. PERRY SHORT ASSOCIATION OF ONTARIO ARCHITECTS MEMBER

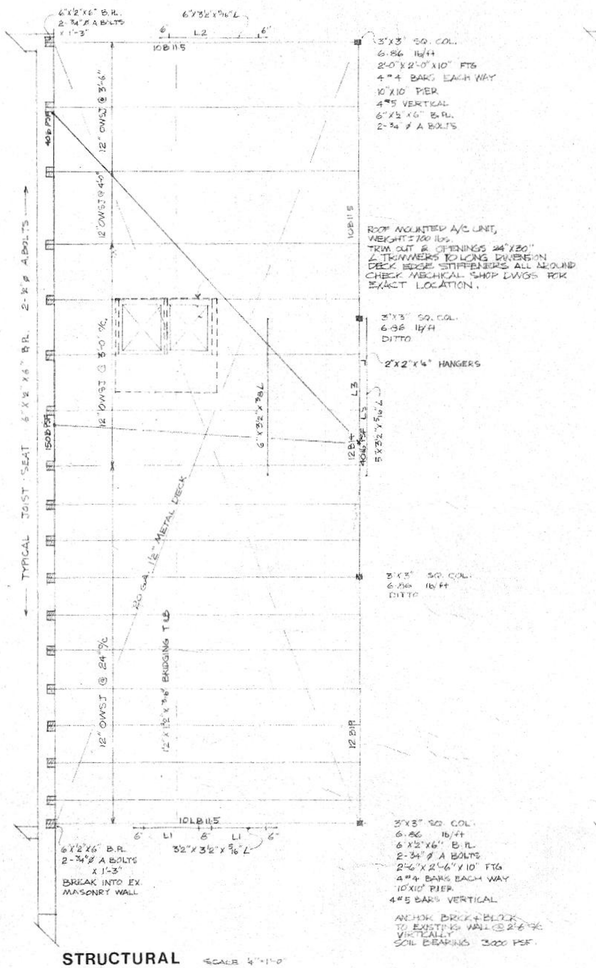
PLUMBING
ELECTRICAL & REFLECTED CEILING
SPRINKLER
SCHEDULES & DETAILS

SCALE	DATE
AS NOTED	SEPT. 20/72
DWN. B.GARSIDE	JOB No. 7105

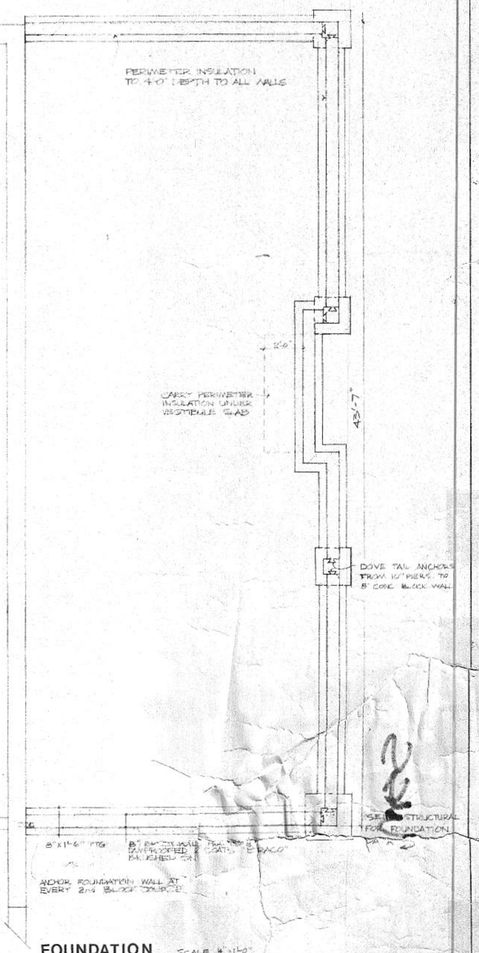
A2



SECTION A A SCALE 3/4"=1'-0"



STRUCTURAL SCALE 1/4"=1'-0"



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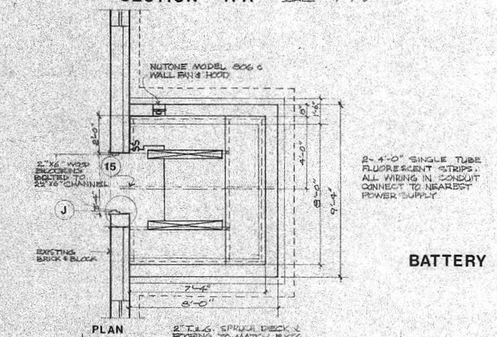
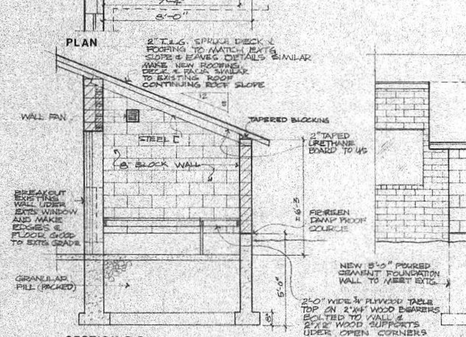
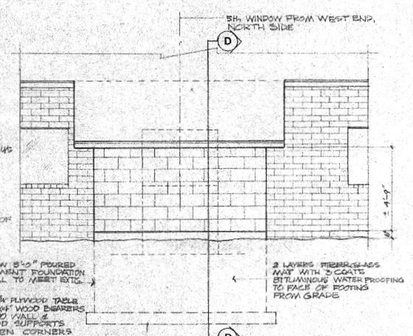
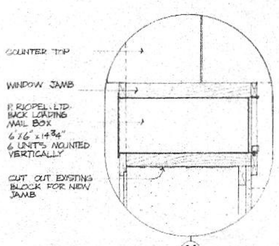


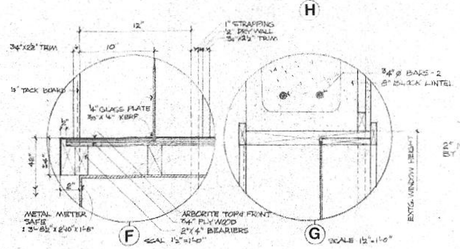


BATTERY ROOM ADDITION SCALE 1/4"=1'-0"

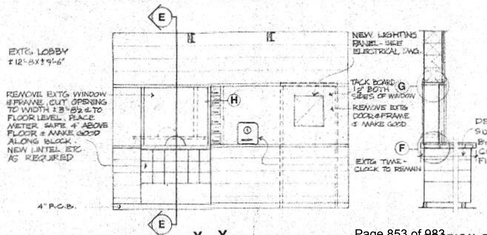


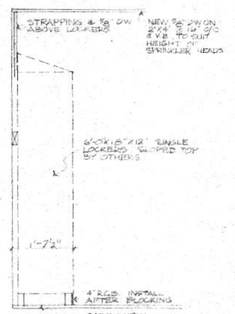




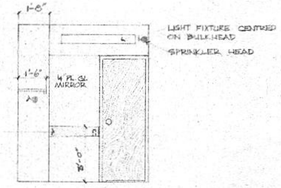


METER SAFE SCALE 1"=1'-0"

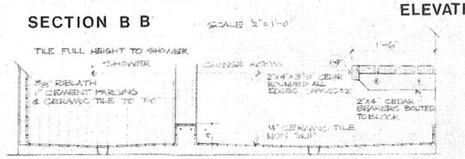




SECTION B B SCALE ½"=1'-0"



ELEVATION K SCALE ¼"=1'-0"



SECTION C C SCALE ¼"=1'-0"

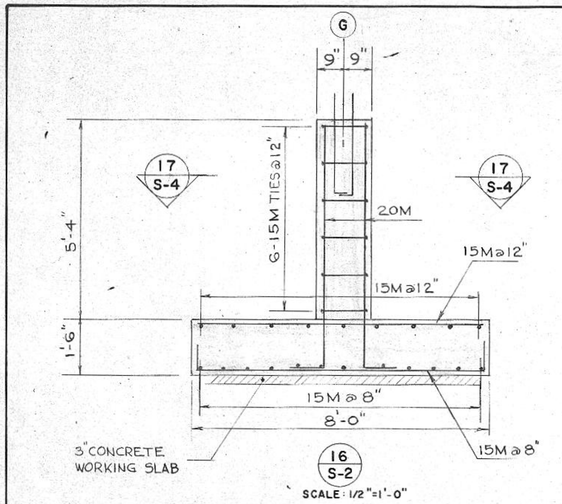
D. PERRY SHORT ARCHITECT
515 ALBERT ST. EAST
SAULT STE MARIE

ADDITION AND ALTERATIONS TO THE BUS GARAGE FOR THE TRANSPORTATION COMMISSION OF SAULT STE MARIE ONTARIO

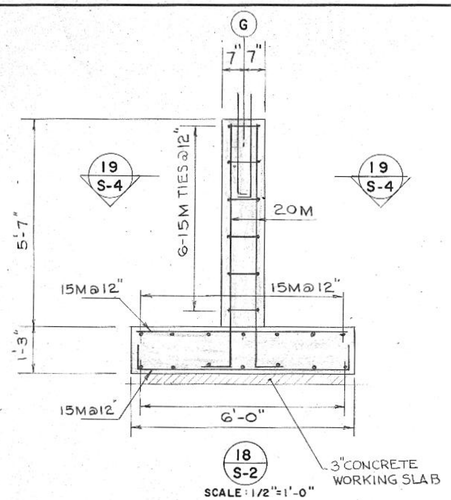
D. PERRY SHORT ASSOCIATION OF ONTARIO MEMBER ARCHITECT

SECTIONS
STRUCTURAL
FOUNDATION
BATTERY ROOM ADDITION

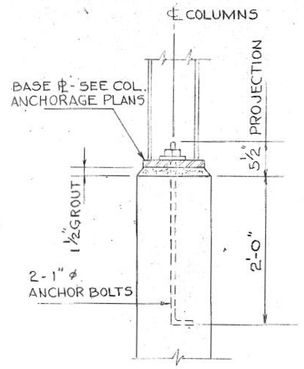
SCALE: AS NOTED	DATE: SEPT. 20/72	A3
DWN. B GARSIDE	JOB No. 7105	



SCALE: 1/2"=1'-0"

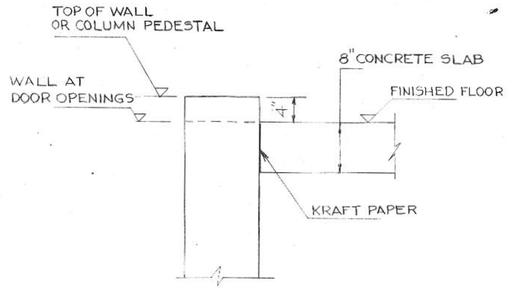


SCALE: 1/2"=1'-0"



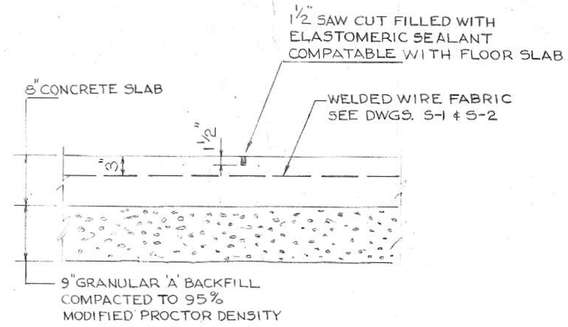
TYPICAL COLUMN ANCHORAGE DETAIL

SCALE: 1"=1'-0"



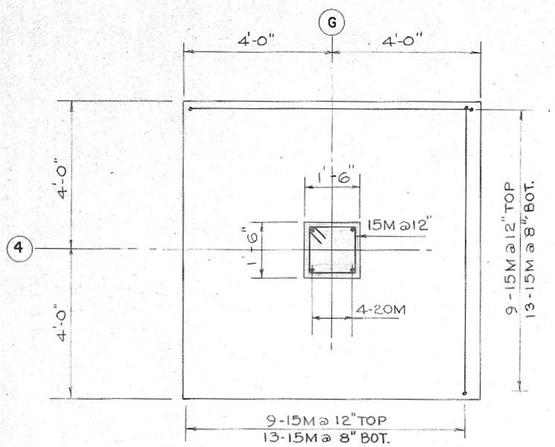
TYPICAL FLOOR SLAB JOINT DETAIL

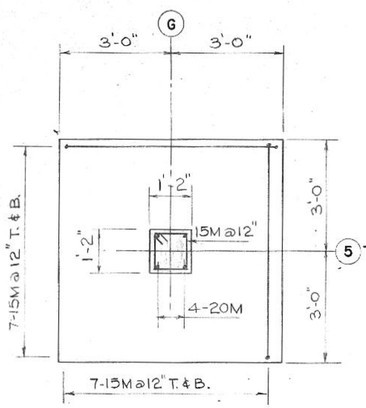
SCALE: 1"=1'-0"



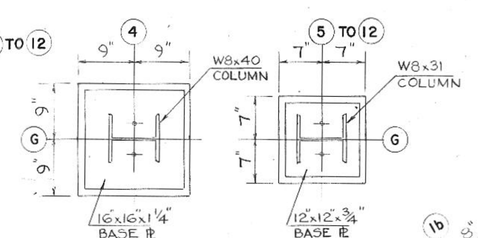
TYPICAL CONTROL JOINT IN FLOOR SLAB

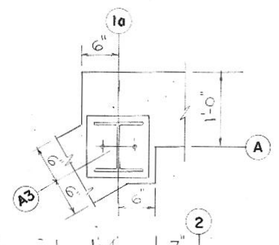
SCALE: 1"=1'-0"

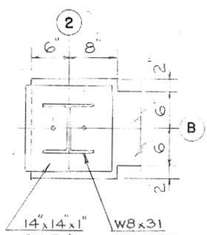


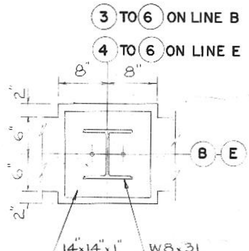


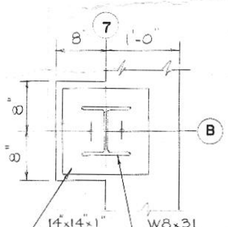
SCALE: 1/2"=1'-0"

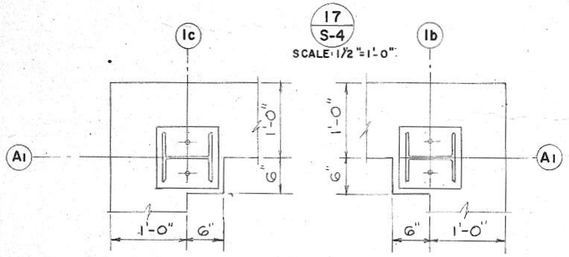


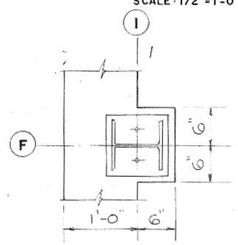


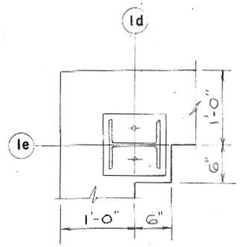


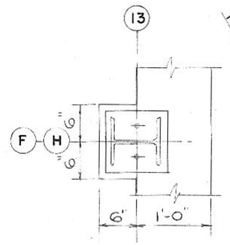


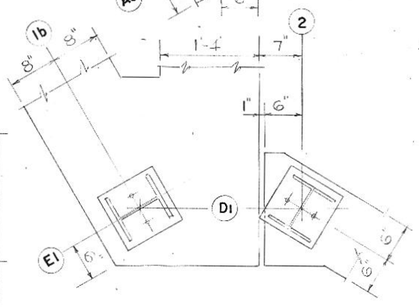


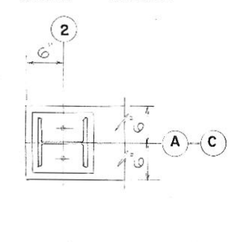


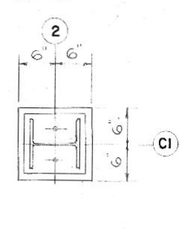


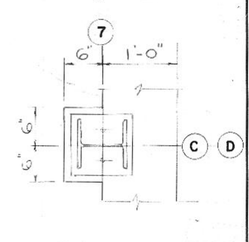


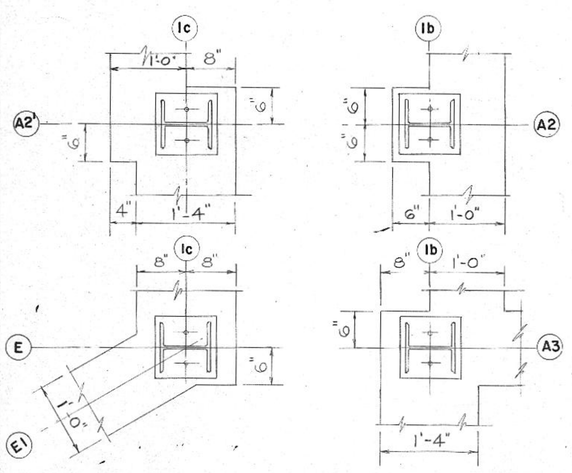


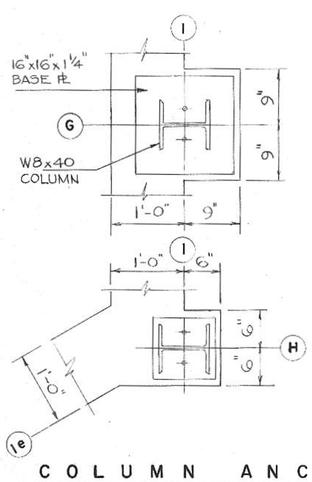


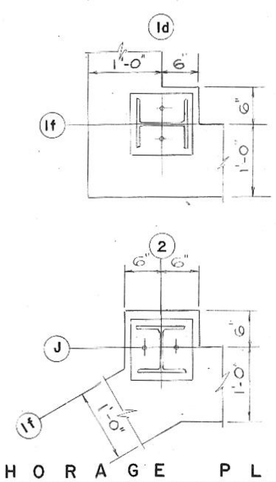


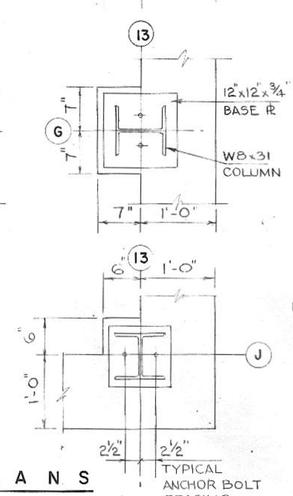


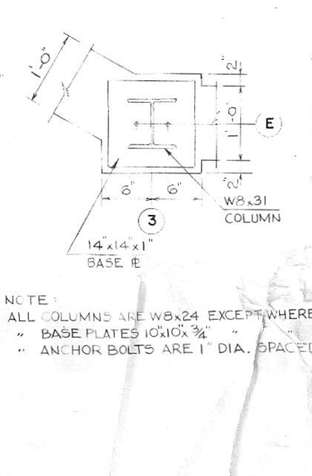


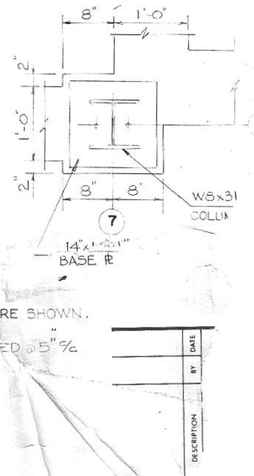










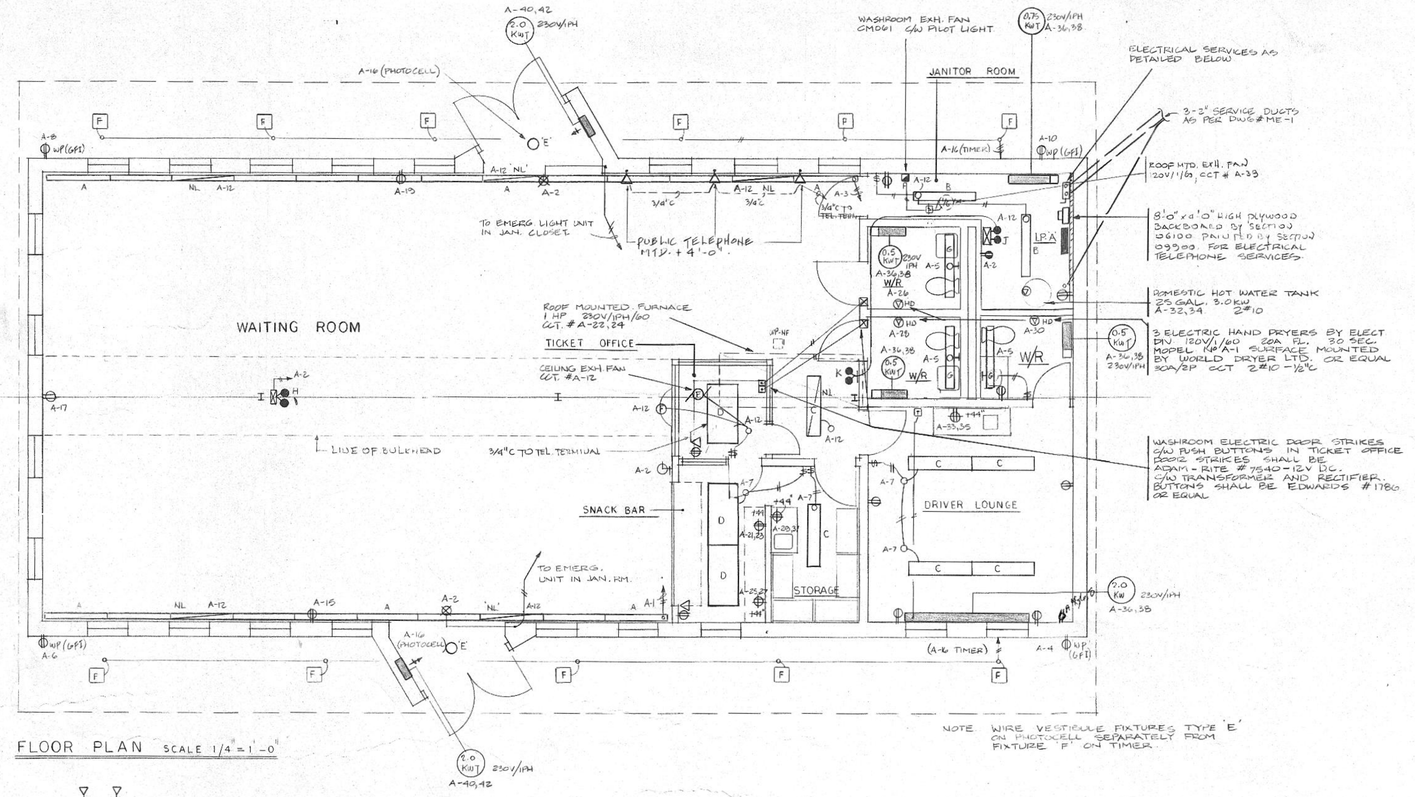


COLUMN ANCHORAGE PLANS

SCALE: 1"=1'-0"

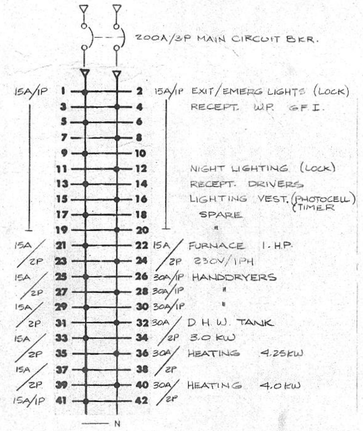
NOTE:
ALL COLUMNS ARE W8x24 EXCEPT WHERE SHOWN.
" BASE PLATES 10"x10"x¾" " " " "
" ANCHOR BOLTS ARE 1" DIA. SPACED @5"℄

No.	DESCRIPTION	BY	DATE



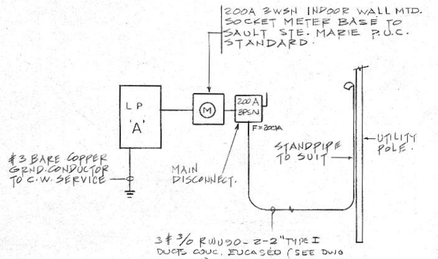
NOTE WIRE VESTIBULE FIXTURES TYPE 'E' ON PHOTOCELL SEPARATELY FROM FIXTURE 'F' ON TIMER.

FLOOR PLAN SCALE 1/4" = 1'-0"



L.P.-'A' DETAIL NTS.

120/240V 1PH 3W5N NBLP
SURFACE MTD. PANEL.



ELECTRICAL SERVICE ONE LINE DIAGRAM NTS.

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	VOLTS	LAMPS PER FIXTURE Nº	WATT	TYPE	COLOR	MTG.	REMARKS
A	4'-0" LIGHT FIXTURE ACRYLIC LENS C/M C2W-2424-4	120V	2	40	F40T12/RS	WW	WALL	MTD. AT HIGH LEVEL
B	4'-0" OPEN STRIP FIXTURE	120V	1	40	F40T12/RS	WW	SURFACE	
C	1'X4' FIXTURE K12A LENS C/M #AF-1624-4	120V	2	40	F40T12/RS	WW	RECESSED	
D	2'X4' FIXTURE K12A LENS C/M #AF-6644-4	120V	4	40	F40T12/RS	WW	RECESSED	
E	RECESSED POT LIGHT LIGHTOLIER #1102-1126	120V	1	100	A-15	IF	RECESSED	
F	METAL HALIDE FIXTURE HALO # M1852 C/W TEMPERED LENS	120V	1	175	MV175/C/W E-28	M.H.	RECESSED	
G	4'-0" WALL FIXTURE C/M #C2W-1214-4	120V	1	40	F40T12/RS	WW	WALL	
H	RECESSED CEILING EMERG. UNIT EMERG-LITE #GESLT100	120V 6VDC	2	3	QUART HALOGEN	IF	CEILING RECESSED	PROVIDE T-BAR FRAME FOR MOUNTING
J	EMERGENCY LIGHT UNIT EMERGI-LITE #GESL 108	120V 6V DC	2	3	"	IF	WALL MTD.	
K	REMOTE EMERG. LIGHTS EMERGI-LITE # EF11AA	6VDC	2	3	"	IF	WALL MTD.	
L								
X	EXIT LIGHT STENCIL FAN SYLVANIA # X-2-S.	120V 6V DC	2 1	25 3	TG½ ST	IF	RECESSED	

ELECTRICAL LEGEND

- 2 FT. X 4 FT FLUORESCENT FIXTURE
- 4 FT LONG FLUORESCENT FIXTURE
- INCANDESCENT CEILING LIGHT OUTLET 4" OCT. OUTLET BOX
- AS ABOVE BUT WALL MOUNTED
- EXIT LIGHT C/W EMERGENCY LAMP
- 15A/125V DUPLEX 'U' GROUND RECEPTACLE C/W STAINLESS STEEL COVERPLATE MTD. 12" A.F.F. OR AS NOTED (305 MM)
- SPECIAL OUTLET OR CONNECTION AS NOTED
- 15A/125V S.P.S.T. LOCAL SWITCH @ 4'-6" A.F.F. (1372 MM) S.S. COVERPLATE (GALVANIZED STEEL COVER PLATE IN PLANT AREA)
- COMBINATION SWITCH-DUPLEX RECEPTACLE UNDER COMMON COVER
- LIGHTING PANEL AS DETAILED
- DISCONNECT SWITCH F = FUSIBLE NF = NON-FUSIBLE WP = WEATHERPROOF
- SINGLE PHASE MOTOR SAFETY DISCONNECT SWITCH
- SINGLE PHASE MOTOR THERMAL OVERLOAD SWITCH 'P' = PILOT LIGHT
- TELEPHONE OUTLET 4" SQ. OUTLET BOX C/W SINGLE GANG PLASTER COVER (305)
- SINGLE PHASE MOTOR SHOWING HORSEPOWER
- LINE VOLTAGE THERMOSTAT (LV DENOTES LOW VOLTAGE)
- ELECTRIC BASEBOARD HEATER C/W BUILT-IN THERMOSTAT
- ELECTRIC FORCE FLOW HEATER W/BUILT-IN TAMPERPROOF THERMOSTAT
- TIME CLOCK
- WALL CLOCK OUTLET, 120V/1/60 CY FLUSH. MTD.

NOTES. 1. ALL EXPOSED CONDUITS IN FINISHED OPEN AREAS TO BE ORGANIZED AND SUBJECT TO FINAL CONSULTANT APPROVAL FOR LAYOUT (CONSULT IN ADVANCE)

NO.	REF.	DESCRIPTION	DATE	CH'D

REVISIONS

ALL MEASUREMENTS MUST BE CHECKED ON THE JOB BY THE CONTRACTOR.

ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.

REGISTERED PROFESSIONAL ENGINEER J. D. HUBBERT PROVINCE OF ONTARIO

DRAWN	CHECKED	PRINTED
DATE	DATE	1985 04 11

THIS DRAWING NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL COUNTERSIGNED BY R. V. B. BURGOYNE.

DATE APRIL 11/85

TRANSIT TERMINAL BUILDING FOR SAULT STE. MARIE TRANSPORTATION COMMISSION

R. V. B. BURGOYNE
ARCHITECT
SAULT STE. MARIE - ONTARIO
CONSULTANT:
J.D. HUBBERT & ASSOCIATES LTD
6449 NORTHAM DRIVE
MISSISSAUGA, ONTARIO

SHEET TITLE
FLOOR PLAN
ELECTRICAL

SCALES 1/4" = 1'-0"

PROJECT NUMBER 8205

DRAWING NUMBER E2

NOTE: ELECTRIC MESH FLOOR HEATING LAYOUT TO BE COORDINATED WITH ALL MITEK ANCHOR POTS IN THE FLOOR.

COPPER BUS 1/4" x 2½"

APPROXIMATE LAYOUT OF MITEK SYSTEM IS SHOWN ON THIS DWG. FINAL LAYOUT SHALL BE DETERMINED AT THE JOB SITE.

SPECIAL TRANSFORMER T-2 20 KVA FOR FLOOR SLAB HEATING

ELECTRIC WIRE MESH HEATING IN BODY SHOP - SYSTEM NO. 2

SCALE: 1/8" = 1'-0"

THIS AREA IS NOT COVERED WITH MESH FLOOR ELECTRIC HEATING

FOR WIRING OF MESH HEATING SEE DWG. E-5 AND E-6.

ANCHOR POTS FOR BUS BODY AND FRAME REPAIR SYSTEM.

20 FT. CAPILLARY WITH SENSOR (BULB) LOCATED IN 1½" PVC CONDUIT FILLED WITH 50% GLYCOL CAPPED AT ONE END AND COVERED AT THE OTHER END WITH REMOVABLE CAP.

1½" C. LONG RADIUS

MAIN SWITCHBOARD 347/600 V, 3 PH, 4 W. | MAIN INCOMING SECONDARY CABLES | P.U. METERING CABINET

PANEL "C" 347/600 V

TELEPHONE BACKBOARD ¾" PLYWOOD, 4 FT. X 8 FT.

PANEL "D"

PANEL "F"

TRANSFORMER 120/208 V, 3 PH, 4 W.

MAKE-UP AIR UNIT #3 3 HP, 575 V, 3 PH.

G.U.H. #4 CCT F-31 120 V/ 1 PH

E.F.#13 1/3 HP, 120/1 F-21

E.F.#7 1/4 HP, 120/1 F-19

E.F.#12 1/4 HP, 120/1 F-20

E.F.#6 1/4 HP, 120/1 F-19

E.F.#1 3 KW, F-1,3

E.F.#3 1/4 HP, 120/1

E.F.#4 1/4 HP, 120/1 F-17

E.F.#8 1/4 HP, 120/1 F-18, D-35

E.F.#9 1/4 HP, 120/1

E.F.#10 1/3 HP, 120/1

E.F.#8 1.0KW F 10,12

E.F.#16 1/125 HP, 120/1

E.H.#4 1.5 KW D-2, 4

E.H.#5 3 KW F-5, 7

E.H.#6 2 KW F-6, 8

E.H.#7 1.5 KW F-9, 11

E.H.#9 .75 KW F 13, 15

F-20 E.F.#11 1/8 HP, 120/1

A.C.#1 G.U.H.#1 D.O.#1 T-1 3.3 KVA HT-2 M.S."A" 347 C-2.1 347 C-2.2 347 C-4

ALARM BELL 10" A

CONTACTORS FOR T-2

1½" PVC FOR SENSOR BULB Tc

3-2" HEAVY STEEL RIGID GAL. COND'S BELL CANADA

ALARM BELL 6" A

WELDER RECEPTACLE

CLASS I, DIVISION 1, GROUP D

MAKE-UP AIR UNIT #1

A.C.#2 G.U.H.#2

A.C.#3 AIR CIRCULATOR G.U.H.#3

P.S.#1 P.S.#5 P.S.#2 P.S.#8 P.S.#9 P.S.#10 P.S.#11 P.S.#12 P.B.#7

1-4/0 RW90 IN 1½" C.

SPACE HEATER 5 KW, 575 V, 3 PH.

TELEPHONE CONDUIT 1½" EMT

CONTROL PANEL

A.C.#1 A.C.#2 AIR COMPRESSORS

ALARM BELL 10" A

A.C.#4 A.C.#5

18 KW, 575/3 HOT WATER HEATER

BRAKE

LATHE DRUM

WELDER RECEPTACLE

CARBON MONOXIDE DETECTOR #1

A.C.#6 A.C.#7 A.C.#8

G.U.H.#6 G.U.H.#7 G.U.H.#8 120 V/1 PH CCT F-33

D.O.#2 D.O.#3

60 A.D. PART WASHER

PANEL 'A' BUS HOIST HYDRAULIC PUMP

MEZZANINE

SCALE: 1/8" = 1'-0"

ELECTRIC WIRE MESH HEATING IN THE INSPECTION PIT - FLOOR PLAN - SYSTEM NO. 1

SCALE: 1/4" = 1'-0"

NOTE: ALL BELL TELEPHONE CONDUITS SHALL BE GALVANIZED STEEL EMT, UNLESS OTHERWISE SPECIFIED.

FLOOR PLAN

SCALE: 1/8" = 1'-0"

KEY PLAN

THIS ANGLE TO BE PROVIDED BY ELECTRICAL CONTRACTOR

PSX 30X KELLEMS CORD GRIPS

HUBBELL 610M18 C/W CONNECTOR 23 CM-13

12/3 SO YELLOW SAFETY CABLE

MOUNTED 6'-0" ABOVE FINISHED FLOOR

TYPICAL HANGING CORD DETAIL OF 120 V RECEPTACLE

N.T.S.

CARBON MONOXIDE DETECTOR #1 SHALL BE SUSPENDED ON SIMILAR WAY TO THE ELEVATION OF 4' -0" FROM FINISHED FLOOR.

FIXTURE TYPE R SEE SPECIFICATION

EXHAUST DUCT SEE DWG. M-3

ELECTRIC MESH FLOOR SLAB HEATING

CROSS SECTION OF INSPECTION PIT

N.T.S.

NOTE:

ALL CONTROLS FOR OPERATION OF DOORS, AS PUSH BUTTON STATIONS, LOOPS, ELECTRONIC EYES, ETC., ARE COVERED UNDER DIVISION 8, AND THEREFORE ARE NOT SHOWN ON THE ELECTRICAL DRAWINGS.

POWER IS SUPPLIED ONLY TO THE LINE SIDE OF THE DISCONNECT SWITCHES AS PART OF THIS CONTRACT.

REGISTERED PROFESSIONAL ENGINEER WALTER V. PRIGLINZ PROVINCE OF ONTARIO

NO.	DESCRIPTION REVISIONS	BY	DATE

Sault Ste Marie Transit Maintenance Facility

LIGHTING & POWER LAYOUT - AREA PLAN 'B'

DeLCan DE LEUW CATHER, CANADA LTD. CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY W.T. | CHECKED BY W.T. | SCALE AS SHOWN

DRAWN BY W.A. | DATE [illegible] | DELCAN PROJECT No. [illegible]110

DRAWING No. E-3

LIGHTING FIXTURE SCHEDULE

TYPE "A" INDUSTRIAL, HIGH PRESSURE SODIUM LUMINAIRE, 250 W, 347 V BALLAST C/W MULTI-USE MOUNTING BRACKET FOR MOVEMENT IN VERTICAL AND HORIZONTAL DIRECTION.

TYPE "B" INDUSTRIAL, HIGH PRESSURE SODIUM, 250 W, 347 V. BALLAST, FOR MOVEMENT IN VERTICAL DIRECTION.

TYPE "C" LOW PRESSURE SODIUM, SOX-PACK, 55 WATT, 347 VOLT.

TYPE "D" INDUSTRIAL, INCANDESCENT, EXPLOSIONPROOF, 500 W, WALL MOUNTED, CLASS I, DIVISION 1, GROUP C AND D.

TYPE "E" INDUSTRIAL, INCANDESCENT, EXPLOSIONPROOF, 500 W, 120 V, PENDENT MOUNTED, CLASS I, DIVISION 1, GROUP C AND D.

TYPE "F" INDUSTRIAL, INCANDESCENT, EXPLOSIONPROOF, 150 W, 120 V, PENDENT MOUNTED, CLASS I, DIVISION 1, GROUP C AND D.

TYPE "G" FLUORESCENT, 1 FT.x 4 FT. SUSPENDED OR SURFACE MOUNTED, 120 V BALLAST, 2 x 40 W LAMPS.

TYPE "H" INDUSTRIAL, FLUORESCENT, 1 FT. x 8 FT., SURFACE OR SUSPENDED MOUNTED, 120 V BALLAST, 2 x 74 W. LAMPS.

TYPE "J" INDUSTRIAL, FLUORESCENT FIXTURE, VAPOUR TIGHT, CLEAR LENS, 2 x 40 W. LAMPS, 120 V BALLAST

TYPE "K" COMMERCIAL, FLUORESCENT, RECESS MTD. FOR DRY WALL, 1 FT. X 4 FT., 120 V BALLAST, 2 x 40 W LAMPS.

TYPE "L" INDUSTRIAL, INCANDESCENT FIXTURE, EXPLOSIONPROOF, CLASS I, DIVISION 2, GROUP D, PENDENT, 150 W, 120 V.

TYPE "M" INDUSTRIAL, FLUORESCENT, SURFACE OR SUSPENDED 2 x 105 W. LAMPS E.O., 347 V BALLAST.

TYPE "N" COMMERCIAL, INCANDESCENT, FLOODLIGHT, 150 WATT, PAR 38, 120 V.

TYPE "P" COMMERCIAL FLUORESCENT FIXTURE, 2' x 4', RECESS MTD. FOR DRY WALL, 120 V BALLAST, 4 x 40 W LAMPS.

TYPE "Q" COMMERCIAL, FLUORESCENT FIXTURE, RECESS MTD. FOR INVENTED T-BAR, 120 V BALLAST, 2 x 40 W LAMPS, WALL WASHER - SPECIAL.

TYPE "R" INDUSTRIAL, LOW PRESSURE SODIUM FIXTURE, CLASS I, DIVISION 2, 35 W, 120 V, EXPLOSIONPROOF.

TYPE "S" INDUSTRIAL, 400 W, MERCURY VAPOUR LUMINAIRE, 347 V BALLAST.

TYPE "Sa" COMMERCIAL, INCANDESCENT, 1 x 60 W LAMP, VAPOUR-PROOF.

TYPE "U" LOW PRESSURE SODIUM, SOX-GUARD, 55 WATT, 347 VOLT.

TYPE "V" COMMERCIAL, FLUORESCENT FIXTURE, 1 x 40 W LAMP, 120 V, WALL MTD.

TYPE "W" TRAFFIC SIGNAL AMBER LIGHT, 69 WATT LAMP, 120 V.

TYPE "X" EXIT LIGHT, 2 x 12 W, 145 V. A.C. LAMPS.

TYPE "X1" EXIT LIGHT FOR WALL MOUNTING

TYPE "X2" EXIT LIGHT FOR CEILING MOUNTING.

TYPE "X3" EXIT LIGHT, DOUBLE FACE FOR END OR CEILING MOUNTING.

TYPE "Y1" EMERGENCY LIGHTING, 12 V, 72 W. CAPACITY WITH 12 W QUARTZ HALOGEN LAMPS.

TYPE "Y2" EMERGENCY LIGHTING, 12 V, 72 W. CAPACITY WITH ONE HEAD.

TYPE "Y3" EMERGENCY LIGHTING, 12 V, 140 W CAPACITY WITH TWO HIGE OUTPUT 55 W. QUARTZ HALOGEN AISLE PATTERN HEADS.

TYPE "Y4" EMERGENCY LIGHTING, SINGLE SURFACE MOUNTING REMOTE LAMP WITH 12 W QUARTZ HALOGEN LAMP.

TYPE "Y5" EMERGENCY LIGHTING, DOUBLE SURFACE MOUNTED REMOTE HEAD WITH 12 W QUARTZ HALOGEN LAMP.

TYPE "Y6" EMERGENCY LIGHTING FIXTURE SUITABLE FOR CLASS I, DIVISION 1, GROUP C AND D, EXPLOSIONPROOF.

TYPE "Y7" EXPLOSIONPROOF EXIT SIGN, CLASS I, DIVISION 1, GROUP C AND D.

TYPE "Y8" EMERGENCY LIGHTING, 12 V, 140 W CAPACITY WITH TWO 12 W QUARTZ HALOGEN LAMPS.

TYPE "Y9" EMERGENCY LIGHTING, 12 V, 8 W. QUARTZ HALOGEN SEALED BEAM RECESSED HEAD.

TYPE "Z" SECURITY, LOW PRESSURE SODIUM, GOLD-EYE, 18 W, 120 V.

TYPE "AA" ROADWAY LUMINAIRE, LOW PRESSURE SODIUM, SOX 180 WATT, 347 V.

TYPE "BB" ROADWAY LUMINAIRE, LOW PRESSURE SODIUM, 55 W, 347 V.

TYPE "CC" COMMERCIAL, FLUORESCENT FIXTURE, 2' x 2', INVERTED T-BAR, 120 V BALLAST, 2 x 40 W. R.S. 3-LAMPS.

TYPE "EE" COMMERCIAL, FLUORESCENT FIXTURE, 1 x 40 W.

TYPE "FF" COMMERCIAL, INCANDESCENT FIXTURE, 1 x 150 W.

TYPE "GG" COMMERCIAL, INCANDESCENT FIXTURE, 1 x 75 W.

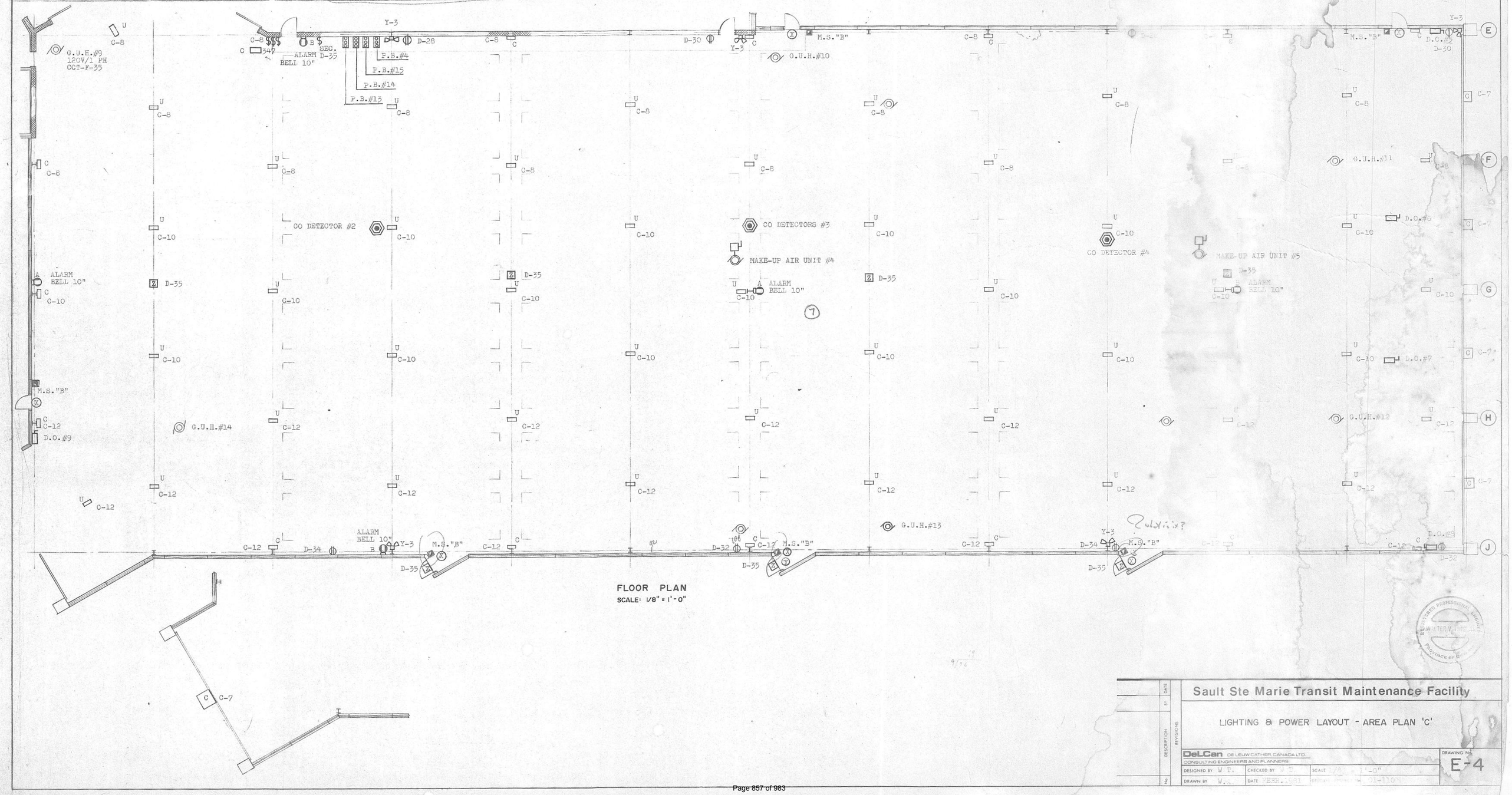
TYPE "JJ" COMMERCIAL, INCANDESCENT FIXTURE, 1 x 150 W.

TYPE "KK" COMMERCIAL, INCANDESCENT FIXTURE, 1 x 150 W.

TYPE "LL" LOW PRESSURE SODIUM FIXTURE, SOX-PAK C/W SOX-35 W, 347 V.

TYPE "MM" EXISTING FIXTURES, MERCURY VAPOUR, 250 W, 120 V. TO BE REUSED

KEY PLAN



FLOOR PLAN
SCALE: 1/8" = 1'-0"

Sault Ste Marie Transit Maintenance Facility

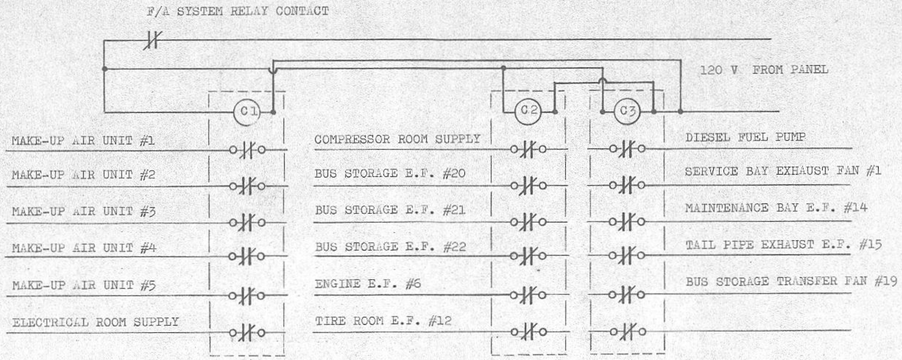
LIGHTING & POWER LAYOUT - AREA PLAN 'C'

DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

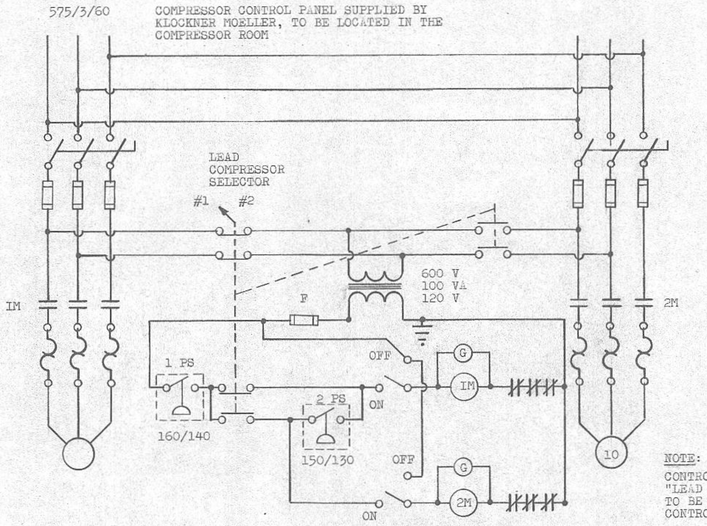
DESIGNED BY W.T. CHECKED BY W.E. SCALE 1/8" = 1'-0"
DRAWN BY W.A. DATE DEC. 1981 PROJECT NUMBER 81-110

DRAWING No. E-4

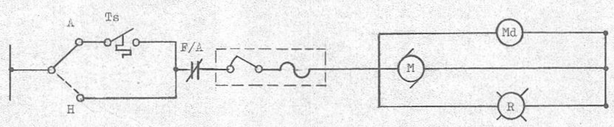
REVISIONS: No. | DESCRIPTION | BY | DATE



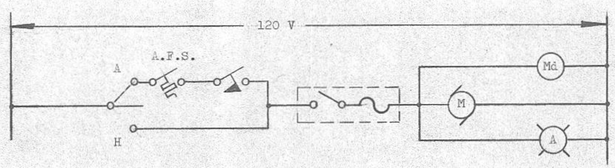
INTERLOCK OF FANS WITH FIRE ALARM PANEL



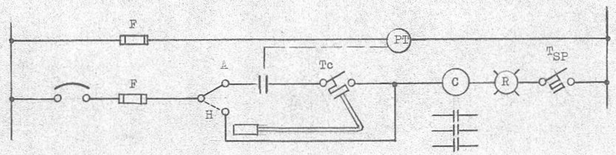
CONTROL WIRING FOR AIR COMPRESSORS



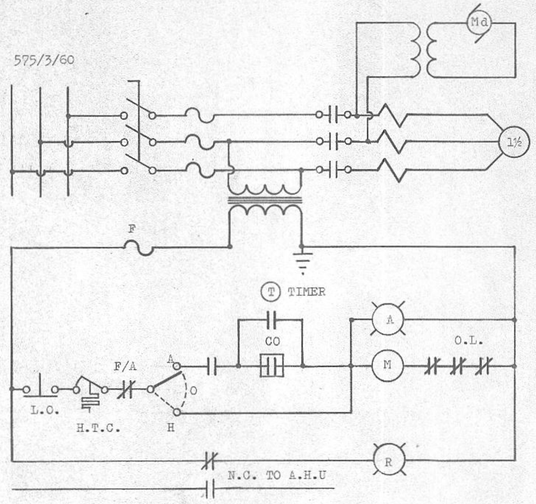
ELECTRICAL ROOM AND COMPRESSOR ROOM SUPPLY SYSTEM



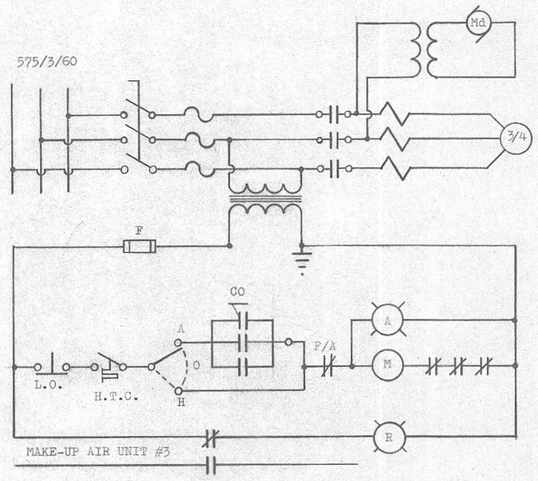
ELECTRICAL ROOM AND COMPRESSOR ROOM EXHAUST SYSTEM



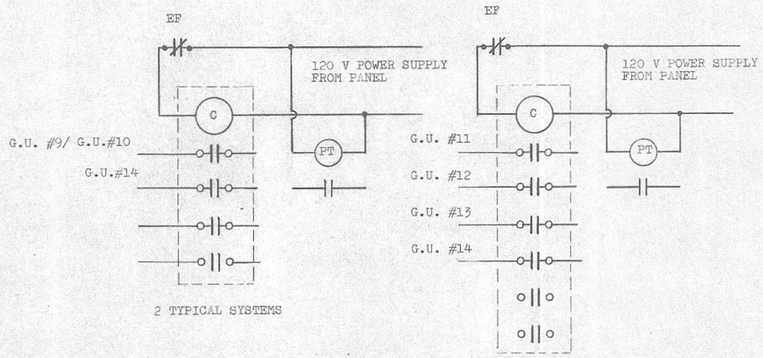
FLOOR SLAB MESH HEATING
2 SYSTEMS



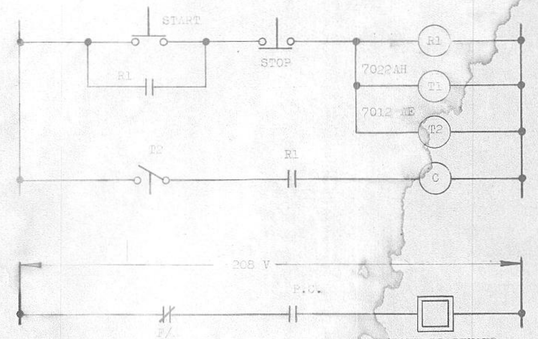
CONTROL WIRING FOR BUS STORAGE EXHAUST FANS NOS. 20, 21 & 22

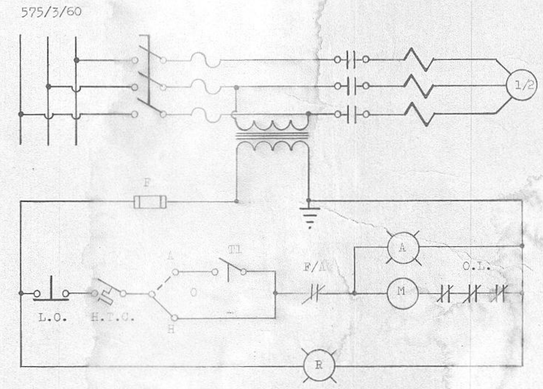


EXHAUST FAN NO. 19



SCHEMATIC CONTROL WIRING OF GAS HEATERS IN BUS STORAGE AREA





CONTROL WIRING FOR DIESEL DISPENSER & SERVICE BAY EXHAUST FAN NO. 1

R.E. WALTER V. THICLAVE
REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

Sault Ste Marie Transit Maintenance Facility

CONTROL WIRING DIAGRAMS

DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	W.A.	CHECKED BY	K.T.	SCALE	
DRAWN BY	W.A.	DATE	FEB. 1981	DELCAN PROJ.	

DRAWING No. E-5

SINGLE LINE 600 V POWER DISTRIBUTION DIAGRAM

POWER TRANSFORMER SUPPLIED AND INSTALLED BY SAULT STE. MARIE P.U.C. INCOMING SERVICE 347/600 V, 3 PH, 4 W, S.N.

4 - 600 MCM RW90 IN 4" C

600 A MAIN FUSED DISCONNECT SWITCH 4 P, S.N. P. 450

QMQB DISTRIBUTION SWITCHBOARD 347/600 V, 3 PH, 4 W, 600 A MAIN BUS

575 V, 3 PH.

CONTROL SQUARE D LG-20, COIL 120 V.

CONTACTOR SQUARE D LG-20 COIL 120 V

L P "C" 600/347V 3 PH, 4 W. 30 CCTS

TORK 7100 ZL

TIMER TORK 1103 C/W PHOTO CELL NO.2100 LOCATED AS SHOWN ON DWG. ME-8

4 #2 RW90 IN 1½" C.

GAS UNIT HEATERS SERVICE BAY

G.H.#1 F.D.S. 30 A 3 P

G.H.#2 F.D.S. 30 A 3 P

G.H. #3 F.D.S. 30 A 3 P

3 #12 RW90 IN ¾"C.

BODY SHOP TOUCH-UP PAINT FLOOR SLAB

MESH HEATING

HT-2 20 KVA

Tc

C1 40 A.C.

Ts

3 #10 RW90 IN ¾" C.

INSPECTION PIT FLOOR SLAB

MESH HEATING

HT-1 3.3KVA

Tc

C2 15 A.C.

3 #12 RW90 IN ¾" C.

SPRINKLER ROOM SPACE HEATER 3KW D.S. 30A

PART STORAGE SPACE HEATER 5KW D.S. 30A

SPLITTER

3 #12 RW90 IN ¾" C.

V VS

A AS

GAS UNIT HEATERS MAINTENANCE BAY

F.D.S. 30 A 3 P

G.H. #7

G.H. #6 F.D.S. 30 A 3 P

3 #12 RW90 IN ¾" C.

HOT WATER HEATER 18KW D.S. 30 A

3 #12 RW90 IN ¾" C.

PART WASHER 60 A.D. 60 A.F. 3 P

3 #6 RW90 IN 1¼" C.

MAINTENANCE & WELDER RECEPTACLE D.S. 30 A 3 P

2 #10 RW90 IN 3/4" C.

BODY SHOP OBS 4238 D.S. 30 A 3 P

TUNE UP #1 D.S. 30 A 3 P

3 #12 RW90 IN ¾" C.

A/C #1 D.S. 30A W D.S. 30 A

3 #10 RW90 IN ¾" C.

A/C #2 D.S. 30A W D.S. 30 A

3 #10 RW90 IN ¾" C.

FURNACE #2 D.S. 30 A 3 P

3 #12 RW90 IN ¾" C.

3 #10 RW90 IN ¾" C.

TO A SPLITTER, 600V, 3PH, 3W.

ALL EQUIPMENT TO BE LOCATED IN THE MECHANICAL ROOM

3 #6 RW90 IN 1" C.

SPARE

100 A 30 A 30 A 30 A 30 A 30 A

100 A 30 A 30 A 30 A 30 A 30 A

30 A 60 A 30 A 60 A 30 A 60 A 30 A 30 A

60 A 200 A 30 A 30 A 30 A 30 A 30

PANEL 'B' OFFICE AREA

120/208 V, 3 PH, 4 W., 225 MAINS

42 CCTS

LTG. 6 CC, 1 GG, 1 G, 2 Sh,1 V	1	2	4 RECEPT.
LIGHTING 12 CC	3	4	1 RECEPT.
LIGHTING 6 FF	5	6	2 RECEPTS.
LIGHTING, 4 CC, 2 GG , 4 Q	7	8	4 RECEPTS.
LIGHTING, 8 CC, 1 DD, 1 V	9	10	3 RECEPTS.
LIGHTING, 5 CC, 1 DD, 6 EE	11	12	3 RECEPTS.
LIGHTING 1 CC	13	14	1 RECEPT.
LIGHTING, 4 JJ, 1 CC	15	16	3 RECEPTS.
LIGHTING 10 CC	17	18	2 RECEPTS.
LIGHTING, 4 CC, 1 GG	19	20	2 RECEPTS.
LIGHTING 6 CC	21	22	1 RECEPT.
ILLUMINATED SIGN/ON TIMER	23	24	4 RECEPTS.
LIGHTING 5 KK PHOTO CELL	25	26	3 RECEPTS.
LIGHTING 5 KK	27	28	1 RECEPT.
SP 15 A	29	30	3 RECEPTS.
SPARE SP 15 A	31	32	1 CECEPT.
SP 15 A	33	34	4 RECEPTS.
SP 15 A	35	36	3 RECEPTS.
100A	37	38	4 RECEPTS.
100 A. 3 POLE BREAKER FOR PANEL "E"	39	40	4 RECEPTS.
	41	42	1 RECEPT.

PANEL 'C'

347/600 V, 3 PH, 4 W, 225 MAINS

18 CCTS

LIGHTING, 11 M, 6 C	1	2	LIGHTING 2 A, 8 B
LIGHTING 7 M	3	4	LIGHTING 8 B
LIGHTING 14 M	5	6	
EXT. LIGHTING 9 C, 6 L ON PHOTOCELL	7	8	LIGHTING 13 U, 7 C
YARD LIGHTING 8AA, 1 BB ON PHOTOCELL	9	10	LIGHTING, 1 C, 18 U
	11	12	LIGHTING 7 C, 13 U
	13	14	
	15	16	
	17	18	
	19	20	
	21	22	
	23	24	

PANEL 'E'

120/208 V, 3 PH, 4 W, 100 A MAIN LUGS

24 CCTS

HEATING 1 KW	2P-15A	1	2
		3	4
SPACE HEATER 2 KW	2P-15A	5	6
		7	8
HEATING 1.5 KW	2P-15A	9	10
		11	12
HEATING 2-.5KW	2P-15A	13	14
		15	16
ELECTRONIC FILTERS, HUM.		17	18
EXH. FAN #17, #18	SP-20A	19	20
		21	22
HEATING 1.5 KW	2P-15A	23	24

PANEL 'D'

120/208 V, 3 PH, 4 W, 225 MAINS

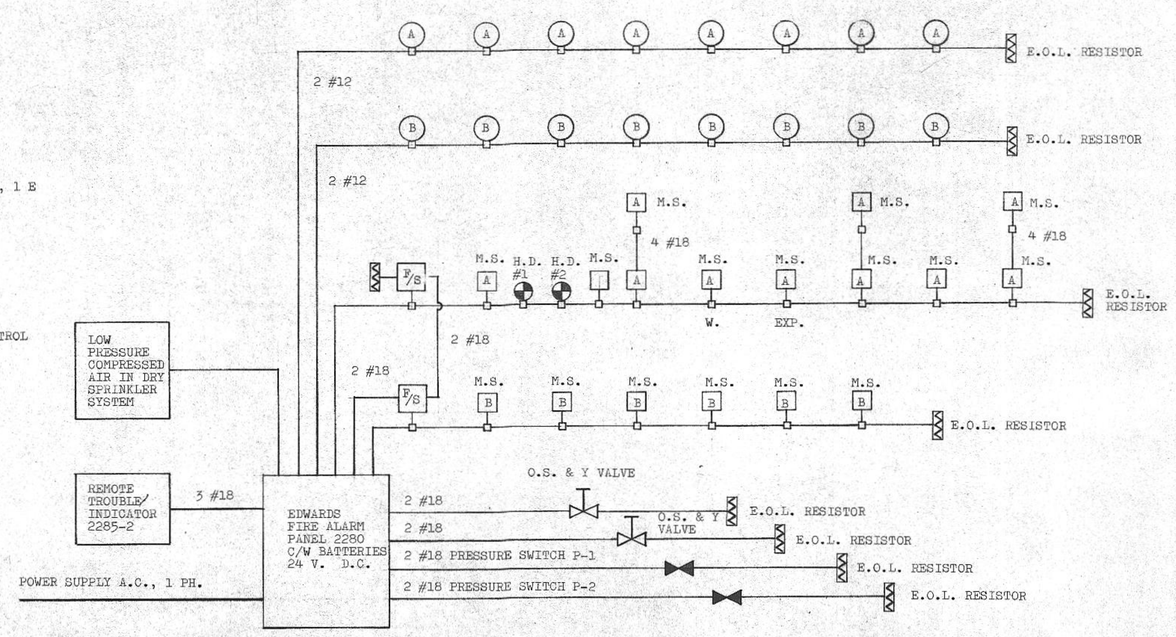
42 CCTS

LIGHTING, 9 J	1	2	LIGHTING 4 L, 1 F, 1 G
LIGHTING, 6 J, 2 P	3	4	LIGHTING 8 K, 1 Sh, 1 V
LIGHTING, 12 G	5	6	LIGHTING 9 J
1 RECEPT.	7	8	3 RECEPTS.
1 RECEPT.	9	10	2 RECEPTS.
2 RECEPTS.	11	12	3 RECEPTS.
2 RECEPTS.	13	14	2 RECEPTS.
2 RECEPTS.	15	16	2 RECEPTS.
2 RECEPTS.	17	18	2 RECEPTS.
1 RECEPT.	19	20	LIGHTING 4 H
1 RECEPT.	21	22	LIGHTING 1 G, 5 H
30A	23	24	LIGHTING 6 H
2 RECEPTS.	25	26	LIGHTING 2 H, 2 J, 1 V
2 RECEPTS.	27	28	2 RECEPTS.
2 RECEPTS.	29	30	2 RECEPTS.
2 RECEPTS.	31	32	2 RECEPTS.
3 RECEPTS.	33	34	2 RECEPTS.
SEC. LIGHT. 10 Z ON TIMER	35	36	
	37	38	
	39	40	
	41	42	

PANEL 'A'

120/208 V, 3 PH, 4 W, 100 A MAINS

LIGHTING, 2 D	1	2	LIGHTING, 2 D
LIGHTING, 2 D	3	4	LIGHTING, 1 D, 1 E
LIGHTING, 2 D	5	6	LIGHTING, 2 D
LIGHTING, 2 E	7	8	2 RECEPTS.
LIGHTING, 2 E	9	10	2 RECEPTS.
LIGHTING, 2 F	11	12	1 RECEPT.
SP 15 A	13	14	MESH HTD. CONTROL
SP 15 A	15	16	
SPARE SP 15 A	17	18	
SP 15 A	19	20	
SP 15 A	21	22	
	23	24	
SPACE ONLY FOR FUTURE	25	26	SPACE ONLY FOR FUTURE
	27	28	
	29	30	



FIRE ALARM SYSTEM

N.T.S.

LEGEND

- POWER DISTRIBUTION PANEL, SWITCHBOARD
- PANELBOARD 347/600 V, 3 PH, 4 W.
- PANELBOARD 120/208 V, 3 PH, 4 W.
- DRY TRANSFORMER, SEE SPECIFICATION
- TRANSFORMER AS SHOWN ON THE ONE LINE DIAGRAM
- CIRCUIT BREAKER
- MOTOR 600 V, 3 PH, NUMBER INDICATES HORSEPOWER
- MOTOR 208 V, 3 PH, NUMBER INDICATES HORSEPOWER
- MOTOR 120 V, 1 PH.
- F.D.S. FUSED DISCONNECT SWITCH 600 V
  D.S. DISCONNECT SWITCH
- F.D.S. FUSED DISCONNECT SWITCH 208 V
  D.S. DISCONNECT SWITCH
- 120/208 V MOTOR STARTER
- 3 Ø MAGNETIC STARTER OR CONTACTOR NUMBER 2 INDICATES REMAC SIZE 2 STARTER; NUMBER 3 INDICATES HAND . OFF . AUTO .
- THERMOSTAT
- PUSHBUTTON CONTROL
- HAND-OFF AUTO SWITCH OR SELECTOR SWITCH
- SINGLE POLE TOGGLE SWITCH
- LOCK-STOP STATION OR PUSHBUTTON AS NOTED
- TS TIMER. TIMER SWITCH AS NOTED
- S SOLENOID
- V/M VOLT METER
- V/S VOLT METER SWITCH
- AM AMMETER
- AS AMMETER SWITCH
- CONDUIT DOWN
- CONDUIT UP
- FLEXIBLE CONDUIT TO EQUIPMENT AND/OR MOTOR
- GROUND WIRE CONNECTED TO EQUIPMENT, ETC. AND CONNECTED TO GROUND GRID
- LUMINAIRE STANDARD
- BURRIED RACEWAY
- CONDUIT IN OR BELOW FLOOR SPACE, OUT OF VIEW C/W 3 CONDUCTORS
- CONDUIT, OBLIQUE LINES DENOTE NO. OF CONDUCTORS ABOVE FLOOR IN CEILING SPACE

- BASEBOARD HEATER, 208 V, SINGLE PHASE
- FORCED AIR WALL HEATER, 208 V, SINGLE PHASE
- S.H. SPACE HEATER
- TELEPHONE OUTLET AT WALL UP 1'-0" OR AS NOTED
- PAY TELEPHONE MOUNTED AT 54" ABOVE FLOOR AS NOTED
- CONDUIT SEAL
- P.B. PULL BOX
- EXP EXPLOSIONPROOF
- WP WATERPROOF
- MH MOUNTING HEIGHT
- A.F.F. ABOVE FINISHED FLOOR
- 347 347 V SINGLE POLE SWITCH, UP 4'-0"
- 120 V SINGLE POLE SWITCH, UP 4'-0"
- 2 120 V DOUBLE POLE SWITCH, UP 4'-0"
- 3 120 V THREE-WAY SWITCH, UP 4'-0"
- PL 120 V SWITCH WITH PILOT LIGHT, UP 4'-0"
- HANGING CORD SINGLE RECEPTACLE 120 V, 2 P, 3 W, 12/3 SO CABLE
- SINGLE RECEPTACLE 125 VOLT, 15 A OR 20 A, 2 P, 3 W, REMAC 5-15R OR REMAC 5-20R, UP 1'-0" OR AS NOTED ON THE DRAWINGS
- DUPLEX RECEPTACLE 125 VOLT, 15 A OR 20 A, 2 P, 3 W, REMAC 5-15R OR REMAC 5-20R, UP 1'-0" OR AS NOTED ON THE DRAWINGS
- 30 A, 1 Ø SINGLE RECEPTACLE, 30 AMP, 1 PHASE, REMAC NO. 6-30R
- 30 A, 3 Ø, 208 V RECEPTACLE, REMAC 11-30R
- EXP 125 VOLT, 20 AMP, 2 POLE, 3 WIRE, EXPLOSIONPROOF RECEPTACLE
- WP 120 VOLT, 20 AMP, WEATHERPROOF RECEPTACLE WITH SNAP COVER
- WELDER RECEPTACLE, 600 V, 30 A.
- CLOCK OUTLET
- E ELECTRIC EYE
- SEE MECHANICAL EQUIPMENT SCHEDULE AND SPECIFICATIONS. NUMBER 5 INDICATES ITEM NUMBER.
- HEAT DETECTOR

No.	DESCRIPTION	BY	DATE
	REVISIONS		

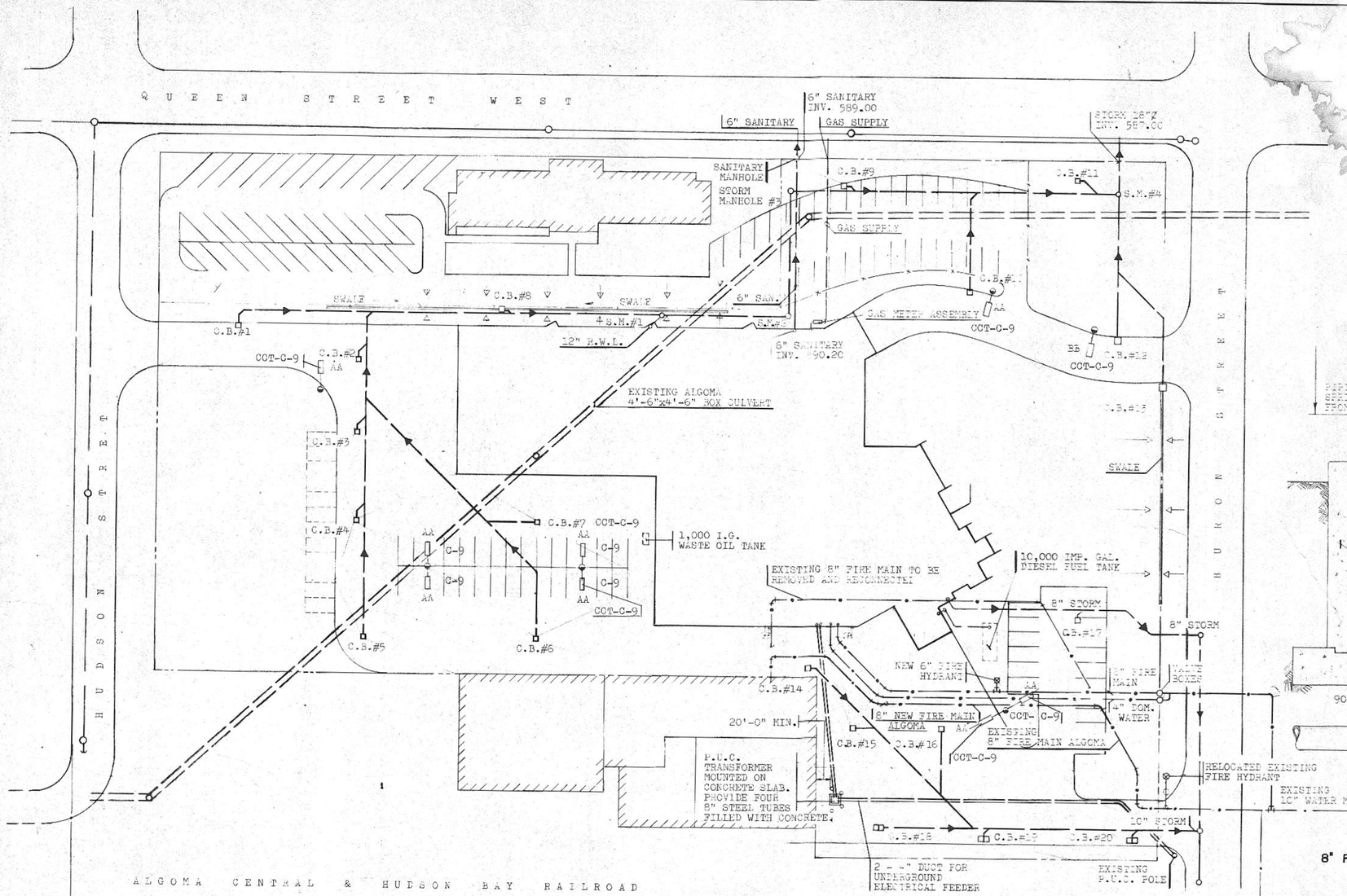
Sault Ste. Marie Transit Maintenance Facility

PANEL SCHEDULE

DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

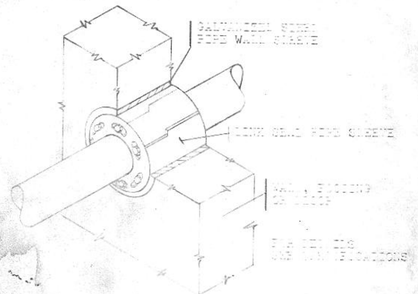
DESIGNED BY	W. T.	CHECKED BY	W. T.	SCALE	AS S
DRAWN BY	L. T.	DATE	FEB. 1981	DRAWING	

DRAWING NO. E-9



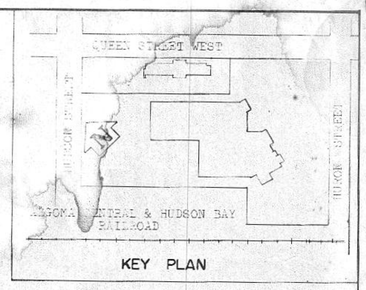
SITE PLAN

SCALE: 1" = 40'-0"

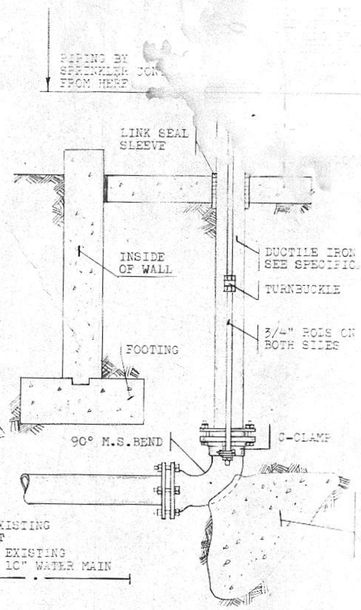


TYPICAL DETAIL OF LINK SEAL SLEEVE

N.T.S.

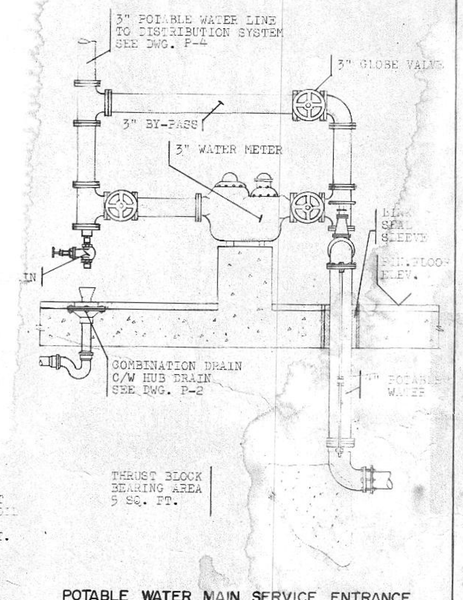


KEY PLAN



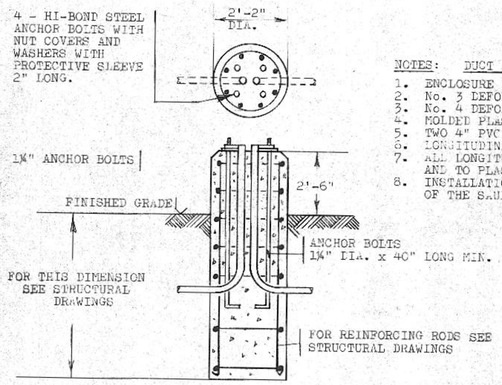
8" FIRE MAIN SERVICE ENTRANCE

N.T.S.



POTABLE WATER MAIN SERVICE ENTRANCE

N.T.S.

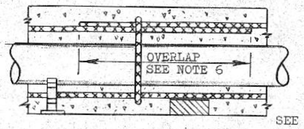


LUMINAIRE STANDARD BASE

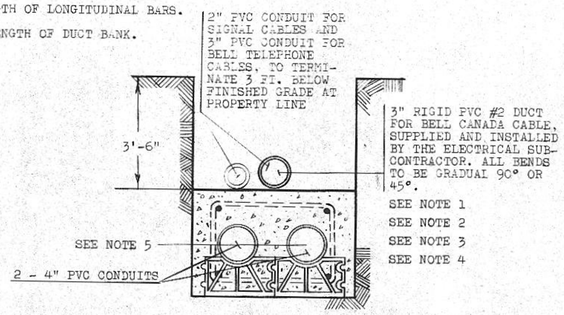
N.T.S.

NOTES: DUCT BANK DETAILS - APPLY FOR DUCT CROSSING THE ROADWAY

1. ENCLOSURE DUCT IN CONCRETE ENVELOPE 3000 PSI.
2. No. 3 DEFORMED REINFORCING BAR TIES SPACED ON 24" CENTRES ALONG ENTIRE LENGTH OF LONGITUDINAL BARS.
3. No. 4 DEFORMED REINFORCING BARS.
4. MOLDED PLASTIC INTERLOCKING DUCT SPACERS AT 5 FT. INTERVALS ALONG ENTIRE LENGTH OF DUCT BANK.
5. TWO 4" PVC CONDUITS - CSA APPROVED.
6. LONGITUDINAL REINFORCING BARS SHALL OVERLAP 40 BAR DIAMETER MINIMUM.
7. ALL LONGITUDINAL REINFORCING BARS TO BE WIRED TOGETHER, TO NO.3 TIE BARS AND TO PLASTIC SPACERS.
8. INSTALLATION OF DUCT BANK CROSSING THE ROADWAY SHALL MEET ALL REQUIREMENTS OF THE SAULT STE. MARIE P.U.C.



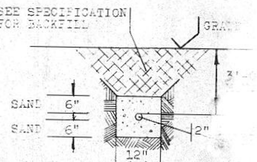
SECTION A-A



SECTION B-B

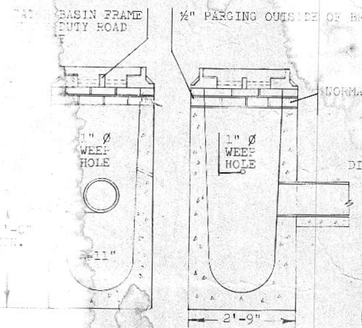
ELECTRICAL DUCT BANK DETAIL

N.T.S.



TYPICAL SECTION FOR 2" DIESEL FUEL LINE

N.T.S.



TYPICAL CATCH BASIN

N.T.S.

TO MEET THE REQUIREMENTS OF THE CITY OF SAULT STE. MARIE

REGISTERED PROFESSIONAL ENGINEER WALTER V. TRIPANI PROVINCE OF ONTARIO

No.	DESCRIPTION REVISIONS	BY	DATE

Sault Ste Marie Transit Maintenance Facility

SITE PLAN

MECHANICAL & ELECTRICAL INCOMING SERVICES - DETAILS

DeLCan DE LEUW CATHER CANADA LTD. CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	W.T.	CHECKED BY	W.T.	SCALE	AS SHOWN	DRAWING No.	EM-1
DRAWN BY	W.A.	DATE	DEC. 1981	DELCAN PROJECT No.	01-110		

EXHAUST FAN SCHEDULE

EF. NO.	LOCATION	MANUFACTURER	MODEL	CAPACITY CFM	S.P. W.G.	MOTOR HP	MOTOR VOLT	PHASE	STARTER TYPE	REMARKS
1	SERVICE BAY	GREENHECK	CBE-14-5	883	5/8"	1/2	575	3	MAGNETIC C/W P.B.S.	SPARK RESISTANT MATERIAL TYPE B, INTERLOCK WITH DIESEL DISPENSER, TIME-DELAY AND PRESSURE DIFFERENTIAL SWITCH OF MAKE-UP AIR UNIT #1 C/W BACKDRAFT DAMPER.
2	INSPECTION PIT EXHAUST	CHICAGO BLOWER CANADA LIMITED	SQA 12¼	400	1"	1/4	120	1	MANUAL, C/W PILOT LIGHT	SPARK RESISTANT TYPE B, WEATHERPROOF MOTOR AND DISCONNECT SWITCH.
3	SOLVENT ROOM	CHICAGO BLOWER CANADA LIMITED	87 ABD	140	5/8"	1/4	120	1	MANUAL, C/W PILOT LIGHTS	EXPLOSIONPROOF, CLASS I, DIVISION 1, GROUP C AND D.
4	BOOST BTU EXHAUST BODY SHOP	CHICAGO BLOWER CANADA LIMITED	87 ABD	250	3/4"	1/4	120	1	MANUAL C/W PILOT LIGHT	FAN SHALL BE SPARK RESISTANT TYPE B, EXPLOSIONPROOF, CLASS I, DIVISION 1, GROUP D
5	BODY SHOP EXHAUST	GREENHECK	CBE-30-15	6,009	3/4"	1½	575	3	MAGNETIC C/W H.O.A.	INTERLOCK WITH MAKE-UP AIR UNIT #2, EXPLOSIONPROOF CLASS I, DIVISION 1, GROUP C AND D.
6	ENGINE & TRANSMISSION ROOM EXHAUST	GREENECK	SQB-10-4	817	1/2"	1/4	120	1	MANUAL, PILOT LIGHT	FAN SHALL BE SPARK RESISTANT TYPE B C/W COVER FOR MOTOR OUTSIDE OF AIR STREAM, B.S. & A.F.D.
7	BATTERY ROOM	CHICAGO BLOWER CANADA LIMITED	87 ABD	100	5/8"	1/4	120	1	MANUAL, PILOT LIGHT	EPOXY COATED, ACID RESIST MT, LOCATED ON PLATFORM
8	LUBRICATION ROOM EXHAUST	CHICAGO BLOWER CANADA LIMITED	SQA 12¼	200	1/4"	1/4	120	1	MANUAL C/W PILOT LIGHT	FAN SHALL BE SPARK RESISTANT TYPE B, EXPLOSIONPROOF. LOCATE MANUAL SWITCH IN CORRIDOR.
9	WASHROOM EXHAUST MECHANICS'	REVERSOMATIC	DB-200	200	1/4"	1/8	120	1	MANUAL, PILOT LIGHT	TIMER, C/W WALL BOX, BACKDRAFT DAMPER AND ACCESSORIES, REVERSOMATIC
10	COMPRESSOR ROOM EXHAUST	GREENECK	SBE	1,017	1/2"	1/3	120	1	H.O.A. MANUAL, PILOT LIGHT	INTERLOCKED WITH AIR FLOW SWITCH OF SUPPLY UNIT C/W WALL MOUNTED COLLAR, MOTOR SIDE GUARDS & BACKDRAFT.
11	LUNCH ROOM EXHAUST	REVERSOMATIC	DB 200	200	1/4"	1/8	120	1	MANUAL, C/W PILOT LIGHT	AS MANUFACTURED BY REVERSOMATIC MFG. & MFG. LTD., C/W WALL BOX, BACKDRAFT DAMPERS AND ACCESSORIES.
12	TIRE & BRAKE ROOM EXHAUST	GREENHECK	SQB-10-4	660	1/2"	1/4	120	1	MANUAL, PILOT LIGHT	FAN SHALL BE SPARK RESISTANT TYPE B C/W COVER FOR MOTOR. MOTOR TO BE LOCATED OUTSIDE OF AIR STREAM
13	ELECTRICAL ROOM EXHAUST	DELHI	210	1,200	3/8"	1/3	120	1	H.O.A. MANUAL	INTERLOCKED WITH AIR FLOW SWITCH OF SUPPLY UNIT
14	MAINTENANCE BAY	GREENHECK	CBE-24-7	3,000	1/2"	3/4	575	3	MAGNETIC, C/W H.O.A.	INTERLOCK WITH CO DETECTORS AND TIMER
15	TAIL PIPE EXHAUST	CHICAGO BLOWER CAN. D. LIMITED	122-ABF	1,600	3"	1½	575	3	MAGNETIC C/W P.B.S.	SPARK RESISTANT TYPE B, COATED WITH HERSITE
16	WASHROOM EXHAUST SERVICE BAY	GREENECK	SP-8 C/W RHSP	94	.10"	1/425	120	1	MANUAL	C/W RHSP AND ICE PROTECTOR ON THE FAN CABINET, C/W TIME DELAY SWITCH MODEL GTD, AND ROOF EXHAUST HOOD.
17	WASHROOM EXHAUST OFFICES	GREENHECK	SQB-10	675	1/2"	1/4	120	1	MANUAL, PILOT LIGHT	TIMER
18	BOARD ROOM EXHAUST	GREENHECK	CSP-60	400	1/4"	1/6	120	1	SOLID STATE CONTROL SWITCH	SEE DWG. M-2
19	BUS STORAGE TRANSFER FAN	GREENHECK	SBP-30	6,200	1/4"	3/4	575	3	MAGNETIC, C/W H.O.A.	C/W MOTORIZED LOUVERS, MOUNTING COLLAR B.O.S., W.B. INTERLOCK WITH CO DETECTORS #2, #3, #4, MOTOR SIDE GUARD
20	BUS STORAGE	GREENECK	W4-30-15	7,456	1/4"	1½	575	3	MAGNETIC STARTER H.O.A.	INTERLOCK WITH CO DETECTOR. FOR INTERLOCKS SEE CONTROL WIRING DIAGRAMS.
21	BUS STORAGE	GREENHECK	W4-30-15	7,456	1/4"	1½	575	3	MAGNETIC STARTER H.O.A.	INTERLOCK WITH CO DETECTOR. FOR INTERLOCKS SEE CONTROL WIRING DIAGRAMS.
22	BUS STORAGE	GREENHECK	W4-30-15	7,456	1/4"	1½	575	3	MAGNETIC STARTER, H.O.A.	INTERLOCK WITH CO DETECTOR. FOR INTERLOCKS SEE CONTROL WIRING DIAGRAMS.

NOTE: ALL EXHAUST FANS LOCATED OUTSIDE OF THE BUILDING TO BE LUBRICATED FOR OPERATING TEMPERATURE OF -50° F.

ELECTRIC HEATER SCHEDULE

NO.	LOCATION	TYPE	KW	VOLT	PHASE	REMARKS
1	SOLVENT ROOM	CHROMALOX CEP-30	3.0	208	1	EXPLOSIONPROOF, CLASS I, DIVISION 1, GROUP D. THERMOSTAT 2A-20-2
2	SPRINKLER ROOM	BUH-31-W1	3.0	575	3	WALL MOUNTED C/W SWIVEL BRACKET & THERMOSTAT
3	PART STORAGE	BUH-53-C1	5.0	575	3	CEILING MOUNTED C/W SWIVEL BRACKET & THERMOSTAT
4	BATTERY ROOM	CEP-15	1.5	208	1	C/W BRACKET AND EXPLOSIONPROOF THERMOSTAT
5	LUBRICATION ROOM	CHROMALOX CEP-30	3.0	208	1	EXPLOSIONPROOF, CLASS I, DIVISION 1, GROUP D, THERMOSTAT 2A-20-2
6	WASHROOM MECHANICS'	BUH-21-C1	2.00	208	1	CEILING MOUNTED C/W SWIVEL BRACKET AND THERMOSTAT
7	LUNCH ROOM MECHANICS'	B-6-17015	1.5	208	1	STANDARD BASEBOARD C/W THERMOSTAT
8	EQUIPMENT MANAGER	B6-17010	1.0	208	1	STANDARD BASEBOARD C/W THERMOSTAT
9	SERVICE BAY WASHROOM	B6-10009-TB13	.75	208	1	STANDARD BASEBOARD C/W THERMOSTAT
10	WASHROOM FEMALE DRIVERS	B6-17010-TB13	1.00	208	1	STANDARD BASEBOARD C/W THERMOSTAT
11	JANITOR ROOM	BUH-21-C1	2.00	208	1	CEILING MOUNTED C/W SWIVEL BRACKET AND THERMOSTAT
12	WASHROOM MALE DRIVERS	B6-17015-TB13	1.5	208	1	STANDARD BASEBOARD C/W THERMOSTAT
13	WASHROOM ADM. MEN	B6-7005-TB13	.50	208	1	STANDARD BASEBOARD C/W THERMOSTAT
14	WASHROOM ADM. WOMEN	B6-7005-TB13	.50	208	1	STANDARD BASEBOARD C/W THERMOSTAT
15	VESTIBULE	RFI-820BT	1.5	208	1	RECESS MOUNTED C/W THERMOSTAT

PANEL SCHEDULE

BREAKER	15A-1P	20A-1P	30A-1P	15A-2P	20A-2P	30A-1P	100-3P	REMARKS
PANEL A	24	-	-	-	-	-	-	
PANEL B	39	-	-	-	-	-	1	PHOTOCELL 25, 27 ; ON TIMER B-23
PANEL C	12	-	-	-	-	-	-	ON PHOTOCELL 7, 9 AND TIMER
PANEL D	39	-	3	-	-	-	-	ON TIMER CCTS 35
PANEL E	13	1	-	5	-	-	-	
PANEL F	16	10	-	8	-	-	-	ON TIMER CCTS F-9,11

GAS UNIT HEATER SCHEDULE

NO.	LOCATION	MODEL NO.	BTU/HR OUTPUT	HEAT EXCHANGER	HP	VOLTS	PHASE	TYPE OF THERMOSTAT	REMARKS
1	SERVICE AREA	SQB-800	84,000	STAINLESS STEEL				WEATHERPROOF	
2	SERVICE AREA	SQB-925	140,000	STAINLESS STEEL				WEATHERPROOF	
3	SERVICE AREA	SQB-800	160,000	STAINLESS STEEL				WEATHERPROOF	
4	MAINTENANCE BAY	SQA-125	200,000	ALUMINIZED STEEL				10FT. MOUNTING	
5	MAINTENANCE BAY	SQA-125	200,000	ALUMINIZED STEEL				10FT. MOUNTING	
6	MAINTENANCE BAY	SQB-925	160,000	ALUMINIZED STEEL					
7	MAINTENANCE BAY ENTRANCE DOOR	SQB-800	140,000	STAINLESS STEEL E-5				10FT. MOUNTING	
8	MAINTENANCE BAY INTERIOR DOOR	SQA-150	150,000	ALUMINIZED STEEL				10FT. MOUNTING	
9	BUS STORAGE	SQA-150	150,000	STAINLESS STEEL E-5					
10	BUS STORAGE	SQB-200	160,000	STAINLESS STEEL E-5				10FT. MOUNTING	
11	BUS STORAGE EXIT DOOR	SQB-800	84,000	STAINLESS STEEL E-5				10FT. MOUNTING	
12	BUS STORAGE EXIT DOOR	SQB-810	84,000	STAINLESS STEEL E-5					
13	BUS STORAGE	SQB-925	140,000	STAINLESS STEEL E-5	1/2			10FT. MOUNTING	
14	BUS STORAGE EXIT DOOR	SQB-925	140,000	STAINLESS STEEL E-5	1/2			10FT. MOUNTING	

NOTE: GAS UNIT HEATERS SHALL BE SUPPLIED WITH A MINIMUM EFFICIENCY OF 80%. EACH HEATER [illegible] THE HEATERS SHALL BE TESTED AND SHALL PASS A "TIGHTNESS TEST FOR HEAT EXCHANGERS [illegible] & LOW COMBUSTION SYSTEM.

THERMOSTATS SHALL OPERATE ON 24-V AND SHALL BE EQUIPPED WITH SAFETY LOCKING [illegible] MOUNTED ON A 3/4" PLYWOOD BOARD, SIZE 12" x 8", PAINTED TO MATCH WALL COLOUR ON THE BACK. FASTEN THE BACK [illegible] WITH APPROXIMATE LOCATION IS SHOWN ON THE DRAWINGS. THE FINAL LOCATION OF THE THERMOSTAT SHALL [illegible] ABOVE FLOOR.

MAKE-UP AIR UNIT SCHEDULE

NO.	LOCATION	MODEL NO.	HEAT EXCHANGER	BTU/HR INPUT	BTU/HR OUTPUT	HP	PHASE	VOLTS	TEMP. RISE °F	CFM	E.S.P. W.G.	REMARKS
1	SERVICE BAY	SQE C/W MAKE-UP AIR OPTION F	STAINLESS STEEL E-5	150,000	120,000	3/4	3	575	90	1,985	1"	REMOTE PANEL, MAKE-UP AIR THERMOSTAT, C/W 20 HP. TIMER
2	BODY SHOP	SQA-8 C/W MAKE-UP AIR OPTION F	STAINLESS STEEL E-5	800,000	640,000	5	3	575	90	6,000	3/4"-1"	REMOTE PANEL, C/W CONTROL IN MEZZANINE AREA IN MAINTENANCE BAY, SEE DWG. M-5
3	MAINTENANCE BAY	SQA-8 C/W MAKE-UP AIR OPTION F	STAINLESS STEEL E-5	800,000	640,000	5	3	575	90	6,040	1"	REMOTE PANEL, DAY-NIGHT THERMOSTAT, C/W 20 HP. TIMER
4	BUS STORAGE	SQE C/W MAKE-UP AIR OPTION F	STAINLESS STEEL E-5	400,000	320,000	5	3	575	90	4,040	1"	REMOTE PANEL
5	BUS STORAGE	SQE C/W MAKE-UP AIR OPTION F	STAINLESS STEEL E-5	400,000	320,000	5	3	575	90	4,040	1"	REMOTE PANEL

REGISTERED PROFESSIONAL ENGINEER
WALTER [illegible]
PROVINCE OF ONTARIO

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

Sault Ste Marie Transit Maintenance Facility

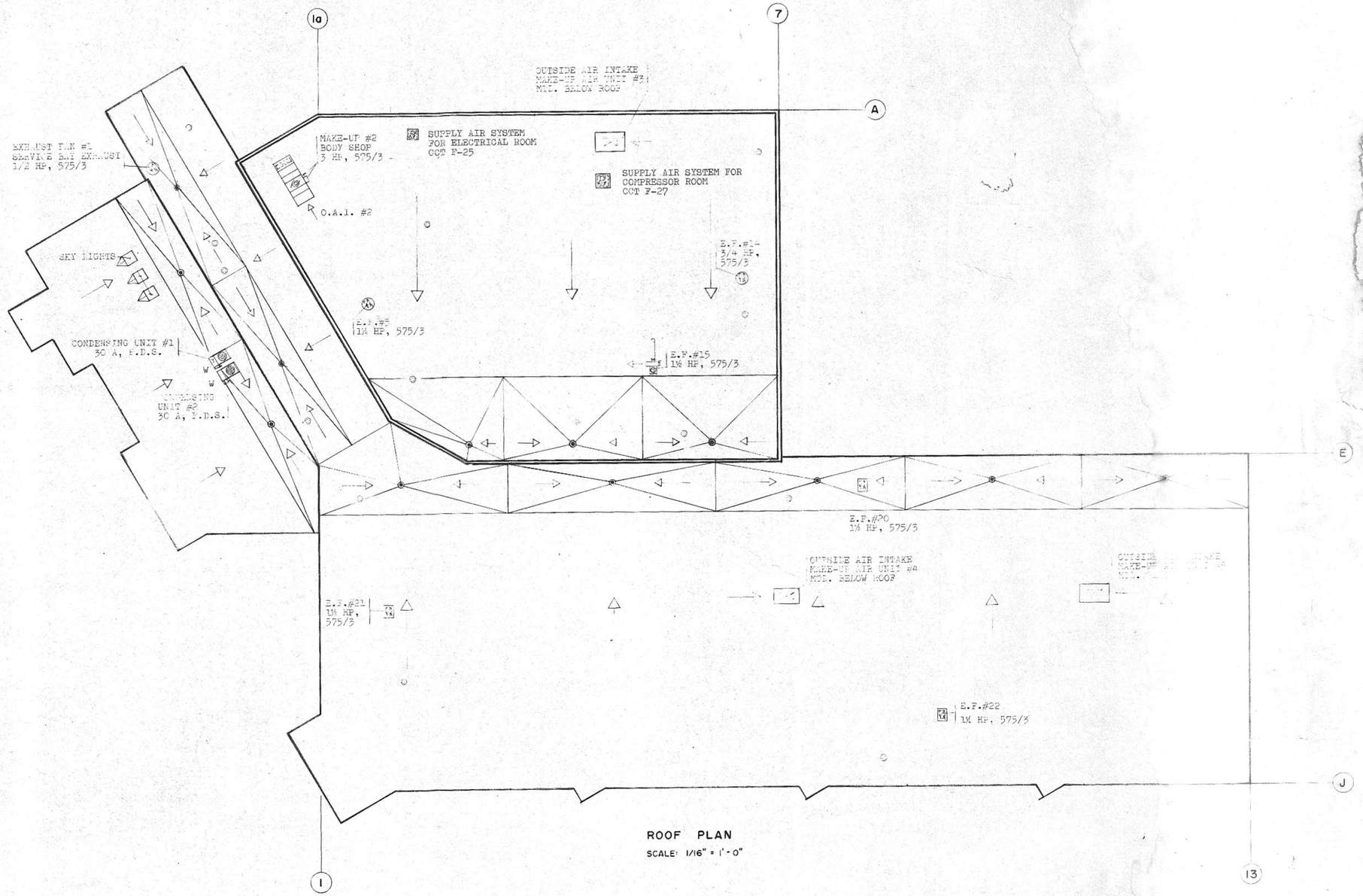
EQUIPMENT SCHEDULE

DeLCan DELEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY [illegible] CHECKED BY [illegible] SCALE

DRAWN BY [illegible] DATE [illegible] DEL

DRAWING NO. EM-7



ROOF PLAN

SCALE: 1/16" = 1'-0"

Sault Ste Marie Transit Maintenance Facility

ROOF PLAN - MECHANICAL & ELECTRICAL SERVICES

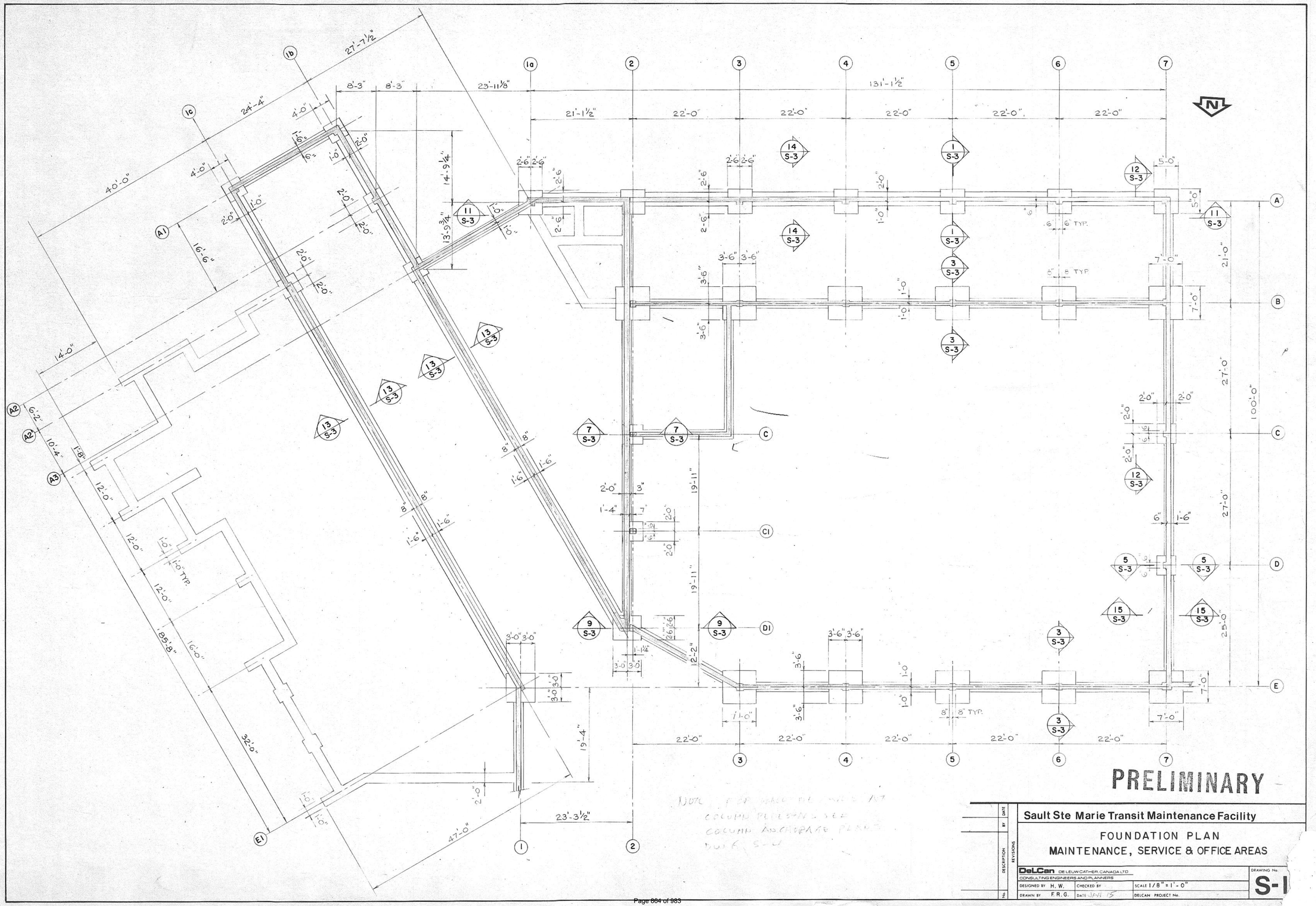
DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY W.T. CHECKED BY W.T. SCALE

DRAWN BY W.A. DATE DEC.

DRAWING No. EM-8

REVISIONS | NO. | BY | DATE | DESCRIPTION



PRELIMINARY
Sault Ste Marie Transit Maintenance Facility
FOUNDATION PLAN
MAINTENANCE, SERVICE & OFFICE AREAS
DeLCan DE LEUW CATHER, CANADA LTD
CONSULTING ENGINEERS AND PLANNERS
DESIGNED BY H. W.
CHECKED BY
SCALE 1/8" = 1'-0"
DRAWN BY F. R. G.
DATE JAN 15
DELCAN PROJECT No.
DRAWING No.
S-1
REVISIONS
DESCRIPTION
BY
DATE
No.

1a 2 3 4 5 6 7

131'-1½"

21'-1½" | 22'-0" | 22'-0" | 22'-0" | 22'-0" | 22'-0"

N

3"x3"x3/16" L CONTINUOUS ON O.W.S.J. (STEEL DECK WELDED TO L WITH LONGTDL. WELDS @ 3'-0" c/c TYP.)

6 ROWS 1¼"x1¼"x⅛" L's DIAGONAL BRIDGING

W8x24 | W12x22 | W8x24 | W12x22 | W8x24 | W12x22 | W8x24 | W12x22 | W8x24 | W12x22 | W8x24

A

19 - 18" O.W.S.J. @ 5'-6" c/c

W12x16.5 | W8x31 | W21x55 | W8x31 | W12x16.5

B

I S-11

W12x16.5 | W8x24

C

1½" - 22 GA. STEEL DECK U/S DECK ELEV. 23'-0"

3 PUDDLE WELDS/24" UNIT AT EACH SUPPORT
BUTTON PUNCHED AT 2'-0"
LONGITUDINAL WELDS @ 3'-0"

21'-0" | 27'-0" | 100'-0"

W12x16.5 | W8x24

C1

19 - 44" O.W.S.J. @ 5'-6" c/c

W12x16.5 | W8x24

D

W12x16.5 | W8x24

D1

BUTTON PUNCHED
3 PUDDLE WELDS
2'-0" TYP.
2'-0" TYP.

25'-0"

W18x55 | W8x24 | W18x45 | W8x31 | W18x45 | W18x45 | W8x31

E

FOR CONTINUATION SEE DRG. S-12

3'-0" LONGTDL. WELDS TYPICAL

3"x3"x3/16" L CONTINUOUS ON O.W.S.J.

22'-0" | 22'-0" | 22'-0" | 22'-0"

3 4 5 6 7

54'-0"

1a 1b 1c

27'-7½"

24'-4"

W8x24 | W12x16.5 | W12x16.5 LINTEL | W14x22 | W8x24

3"x3"x3/16" L CONTINUOUS ON O.W.S.J.

W14x34 | W14x22 | W8x24 | 16'-6" | W8x24 | W12x16.5 | W12x16.5 LINTEL

A1

16'-6"

12'-0" | 12'-0"

W8x24

W6x15.5

S-13 2

14'-0"

16'-0"

W12x19

A2

6'-2"

A2

10'-4"

A3

W12x19

W12x19 | W12x19 | W12x19

W12x19

W12x19

16 - 28" O.W.S.J. @ 6'-0" c/c

W12x27 | W12x19

I S-11

96'-0"

3"x3"x3/16" L CONTINUOUS ON O.W.S.J. (TYP.)

4'-0" | 4'-0"

2 ROWS 1¼"x1¼"x⅛" L's DIAGONAL BRIDGING

1 - 28" O.W.S.J.

W12x19

4" ø PIPE COLUMNS

2 S-13

E1

℄ WALL

30'-8" H.C. CONCRETE DECK SLABS x 4'-0" WIDE U/S DECK ELEV. 17'-7½"

13 - 18" 22GA. O.W.S.J. @ 6'-0" AS SHOWN

14'-0"

1½" - 18GA. STEEL DECK U/S DECK ELEV. 10'-9"

1½" - 22 GA. STEEL DECK U/S DECK ELEV. 10'-9"

W12x16.5

W8x24 | W18x55 | W8x24

22'-4 3/4"

W8x31

W12x16.5

105 P.S.F.

136 P.S.F.

50 P.S.F.

14'-0" | 18'-0"

LIVE LOAD

DEAD LOAD

20 P.S.F.

OFFICE

BODY SHOP & MAINTENANCE BAYS

75 P.S.F.

SERVICE BAY

I S-11

LOADING DIAGRAM

NO.	DESCRIPTION	BY	DATE
REVISIONS			

Sault Ste Marie Transit Maintenance Facility

ROOF PLAN
MAINTENANCE, SERVICE & OFFICE AREAS

DeLCan DE LEUW CATHER, CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	CHECKED BY	SCALE 1/8" = 1'-0"	DRAWING No. S-10
DRAWN BY FRS	DATE JAN/81	DELCAN PROJECT No.	

11 BAYS @ 22'-0" = 242'-0"

FOR CONTINUATION SEE DWG. S 11

3"x3"x3/16" L CONTINUOUS ON O.W.S.J.

3 PUDDLE WELDS/24" UNIT AT EACH SUPPORT
BUTTON PUNCHED AT 2'-0"
LONGITUDINAL WELDS @ 3'-0"

47 - 26" O.W.S.J. @ 5'-6" c/c

1½" - 18GA. STEEL DECK
U/S DECK ELEV. 18'-6"

1½" 22 GA. STEEL DECK
U/S DECK ELEV. 18'-6"

FOR CONTINUATION SEE PLAN BELOW

3"x3"x3/16" L ANCHORED TO MASONRY (TYP.) SEE ARCH. DWGS.

3"x3"x3/16" L CONTINUOUS ON O.W.S.J. (STEEL DECK WELDED TO L WITH LONGTDL. WELDS @ 3'-0" c/c TYP.)

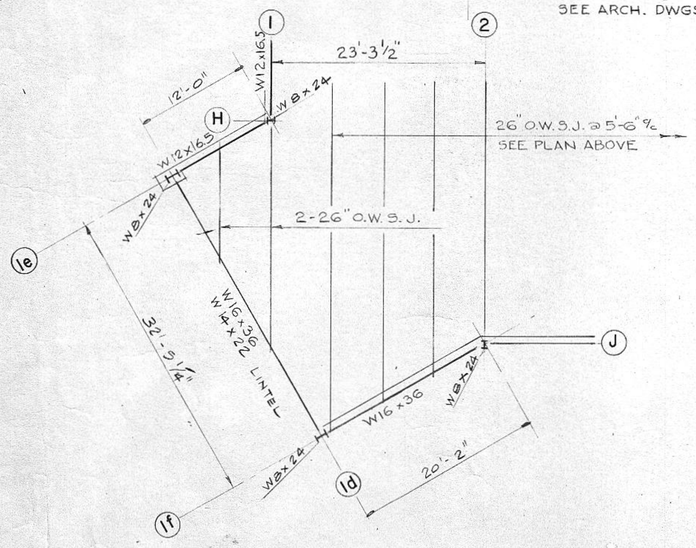
C ROWS 1¼"x1¼"x⅛" L's DIAGONAL BRIDGING

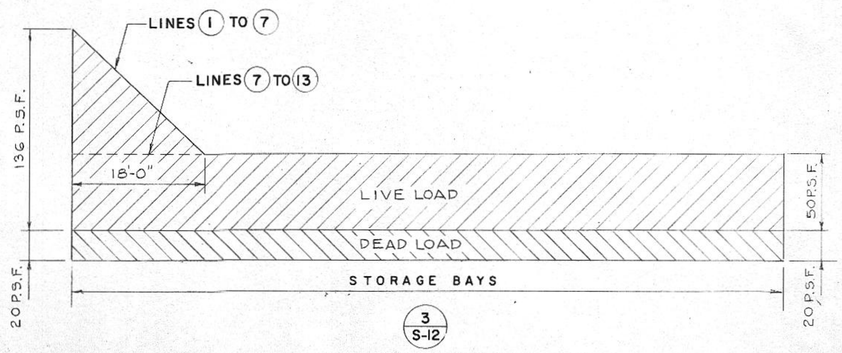
3'-0" LONGTDL. WELDS TYPICAL

2'-0 TYP.

2'-0" TYP.

3 PUDDLE WELDS BUTTON PUNCHED





LOADING DIAGRAM

Sault Ste Marie Transit Maintenance Facility

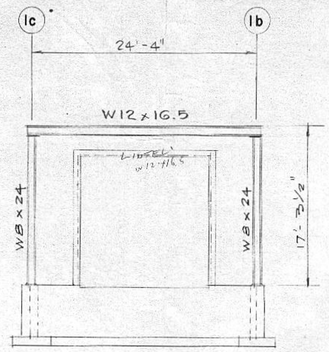
ROOF PLAN
STORAGE BAYS

DeLCan DE LEUW CATHER, CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

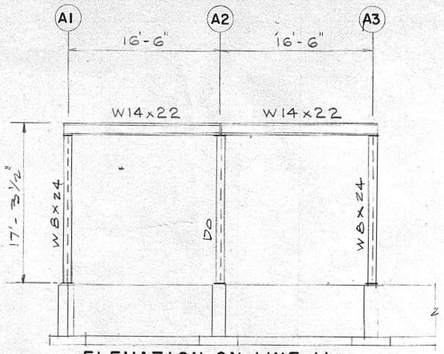
DESIGNED BY | CHECKED BY | SCALE 1/8" = 1'-0"
DRAWN BY PRG | DATE JAN 15 81 | DELCAN PROJECT No

DRAWING No **S-11**

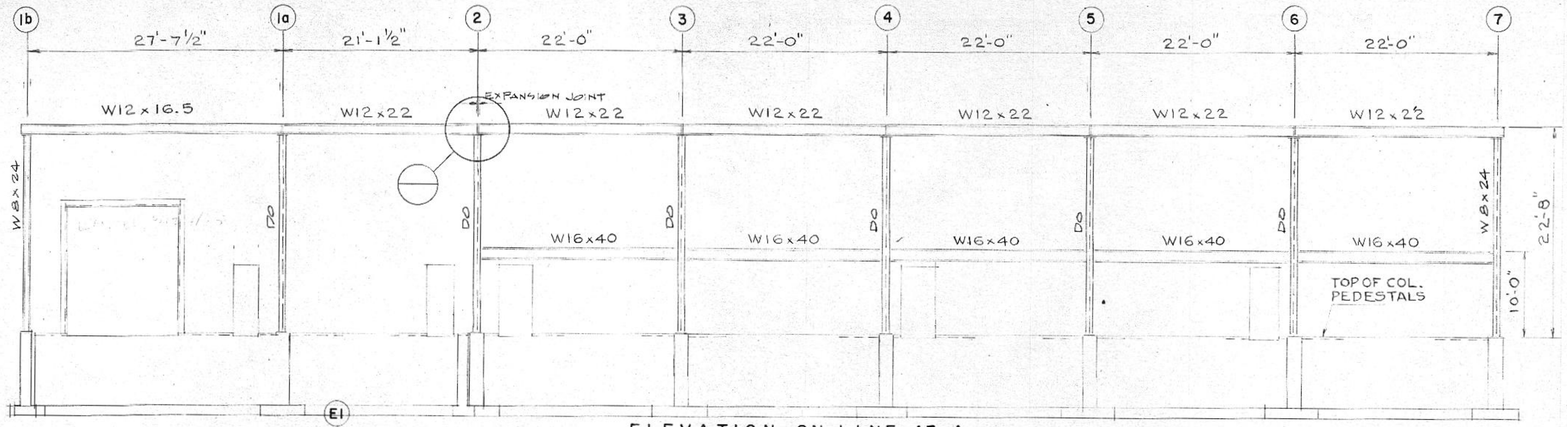
REVISIONS: No. | DESCRIPTION | BY | DATE



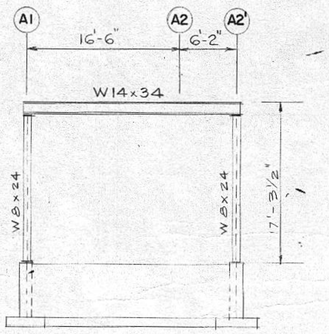
ELEVATION ON LINE A1

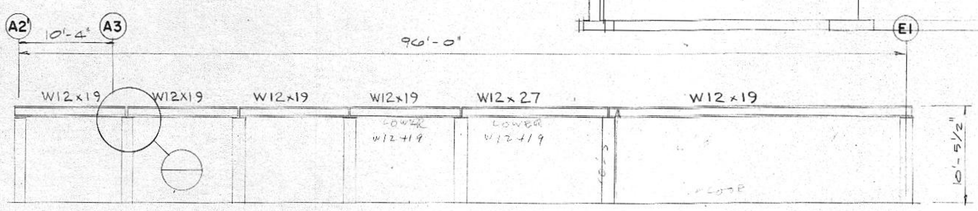


ELEVATION ON LINE 1b



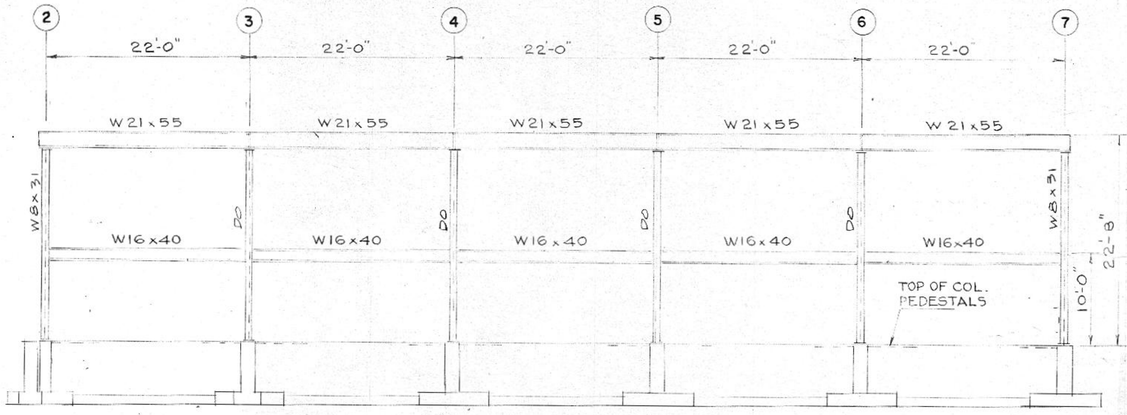
ELEVATION ON LINE A3-A



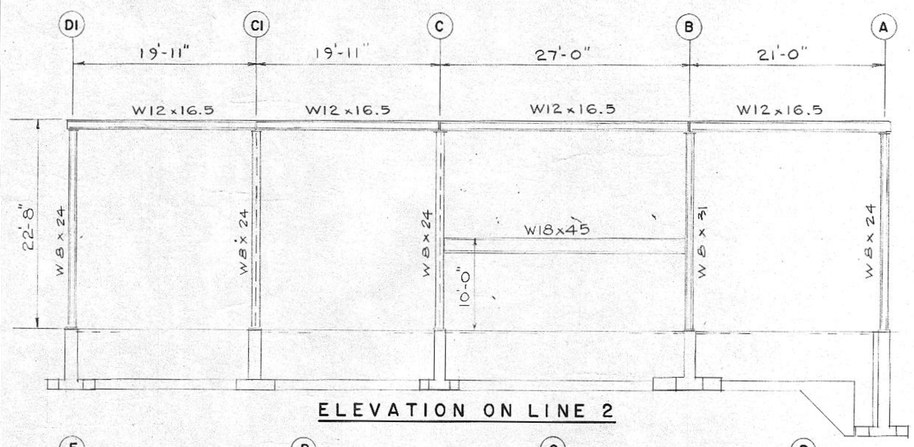


2
S-11

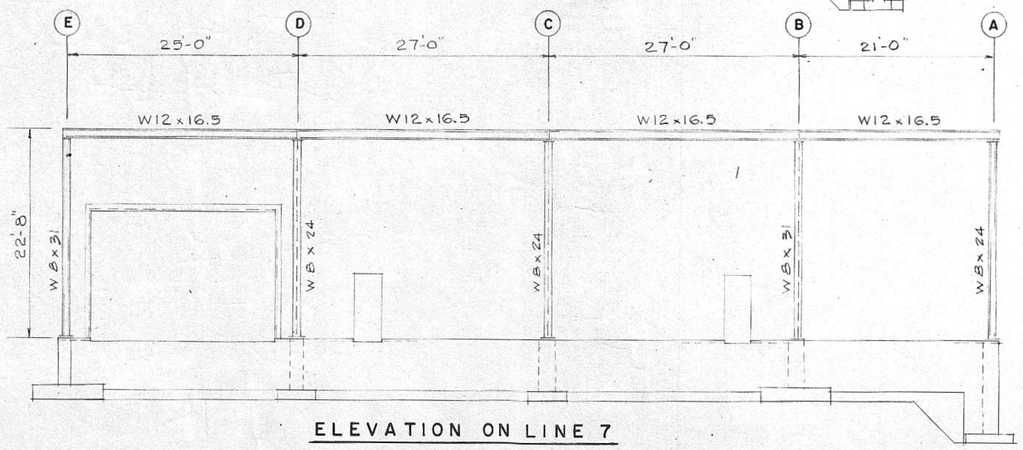
ELEVATION ON LINE 1c



ELEVATION ON LINE B



ELEVATION ON LINE 2



ELEVATION ON LINE 7

NOTES:

1. FOR ANCHOR BOLTS & BASE PLATES SEE DWG. S-4

No.	DESCRIPTION	BY	DATE
	REVISIONS		

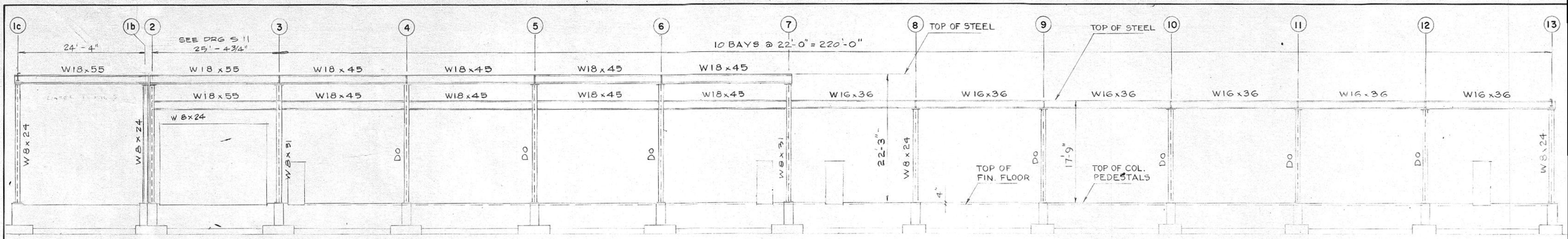
Sault Ste Marie Transit Maintenance Facility

STRUCTURAL STEEL ELEVATIONS
MAINTENANCE, SERVICE & OFFICE AREAS

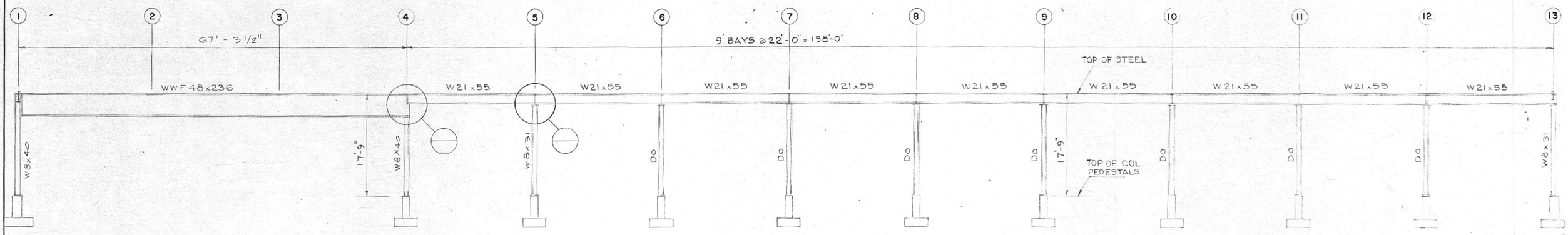
DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY [illegible] | CHECKED BY | SCALE 1/8" = 1'-0"
DRAWN BY [illegible] | DATE JAN 15 81 | DELCAN PROJECT No

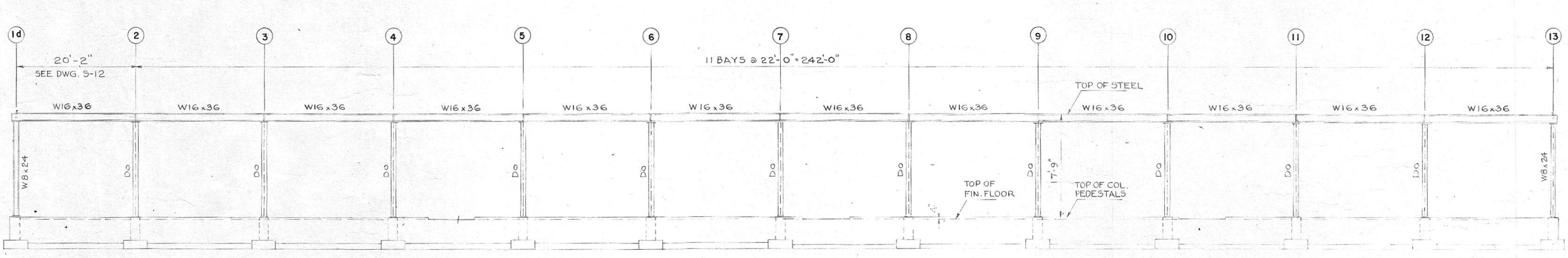
DRAWING No. **S-12**



ELEVATION ON LINE E



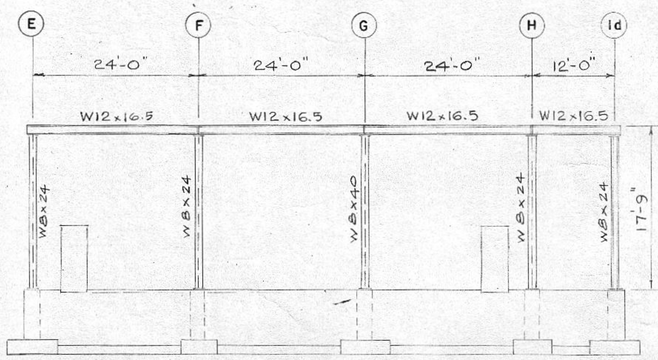
ELEVATION ON LINE G



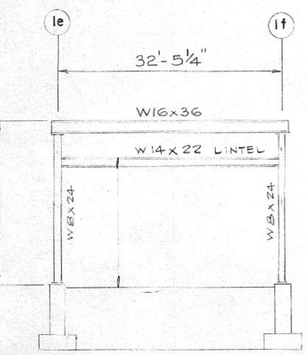
ELEVATION ON LINE 1f–J

NOTES:

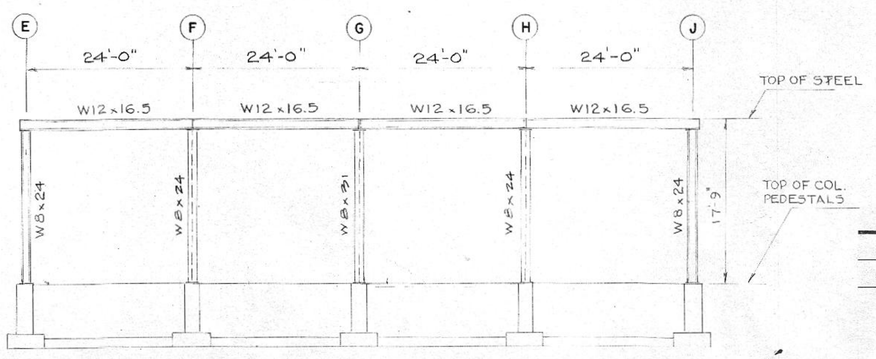
1. FOR ANCHOR BOLTS & BASE PLATES SEE DWG. S-4



ELEVATION ON LINE 1–1e
N. T. S.



ELEVATION ON LINE Id
N. T. S.



ELEVATION ON LINE 13
N. T. S.

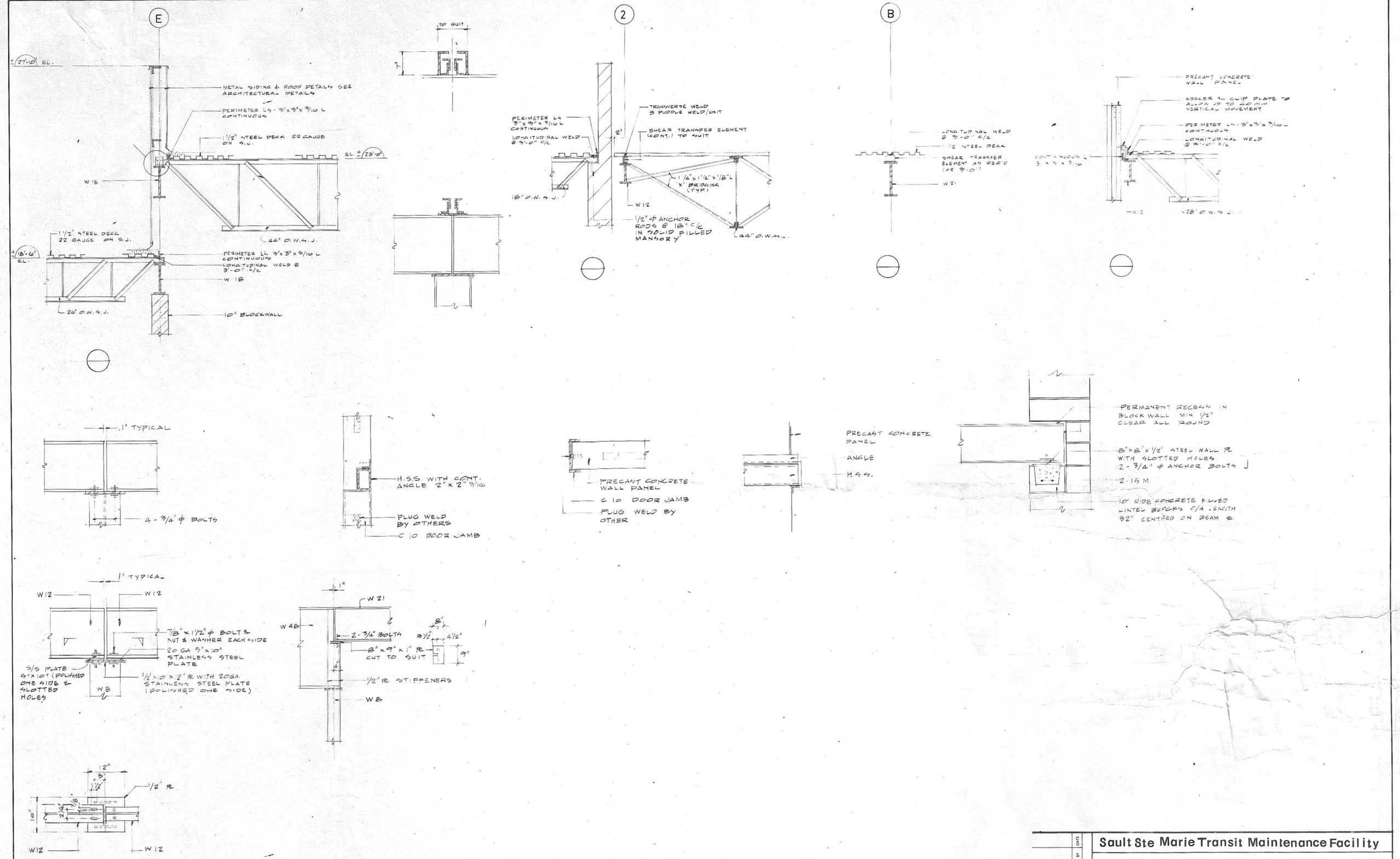
NO.	DESCRIPTION REVISIONS	BY	DATE

Sault Ste Marie Transit Maintenance Facility

STRUCTURAL STEEL ELEVATIONS
STORAGE BAYS

DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY H.W.	CHECKED BY	SCALE 1/8"=1'-0" & AS NOTED	DRAWING No. S-13
DRAWN BY F.R.G.	DATE JAN 15 81	DELCAN PROJECT No.	



REVISIONS	BY	DATE

Sault Ste Marie Transit Maintenance Facility

MISCELLANEOUS STEEL DETAILS

DeLCan DE LEUW CATHER CANADA LTD
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	CHECKED BY	SCALE	DRAWING No
DRAWN BY	DATE	DELCAN PROJECT No	S-14

11 BAYS @ 22'-0" = 242'-0"

NOTE FOR WALL DETAILS AT COLUMN PEDESTALS
SEE COLUMN ANCHORAGE PLANS DWG S-4

Sault Ste. Marie Transit Maintenance Facility

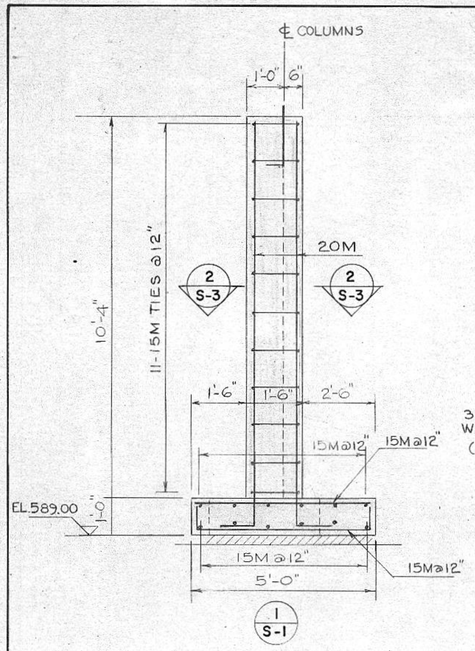
FOUNDATION PLAN
STORAGE BAYS

DeLCan DE LEUW CATHER, CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

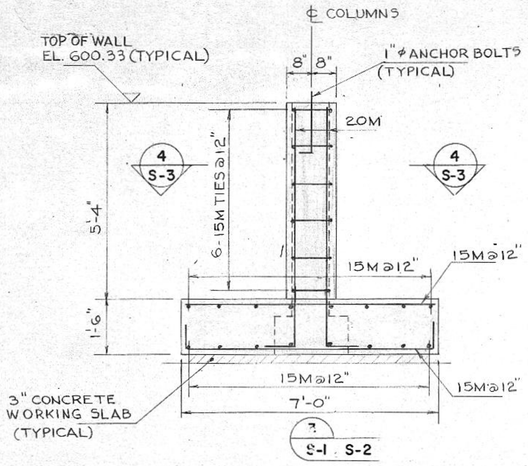
DESIGNED BY H. W. | CHECKED BY | SCALE 1/8" = 1'-0"
DRAWN BY F. R. G. | DATE JAN 15 81 | DELCAN PROJECT No.

DRAWING No. S-2

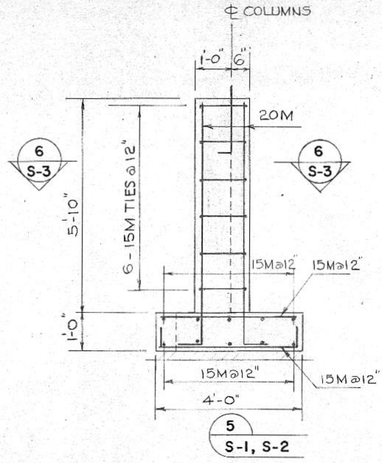
REVISIONS: No. | DESCRIPTION | BY | DATE



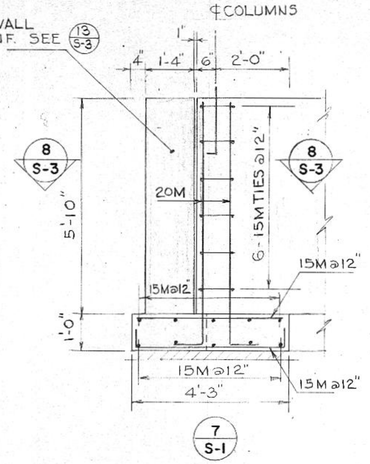
1 S-1



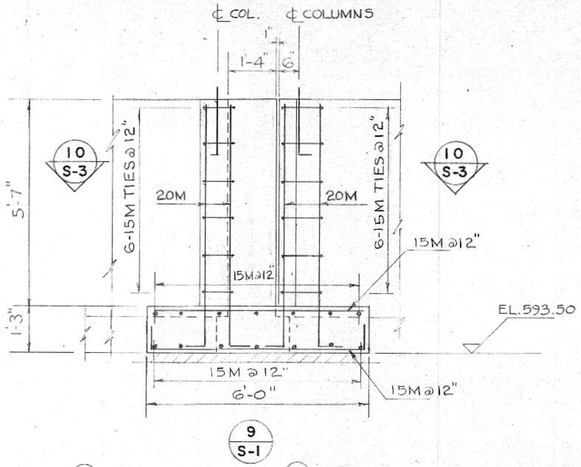
3 S-1, S-2



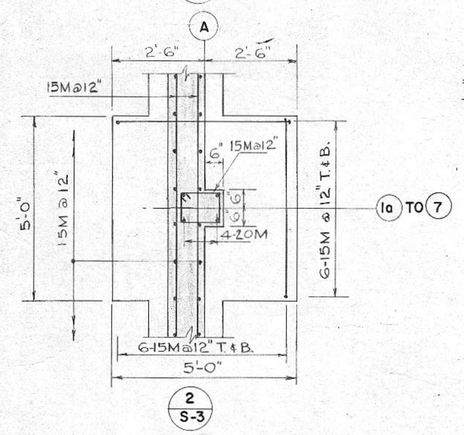
5 S-1, S-2



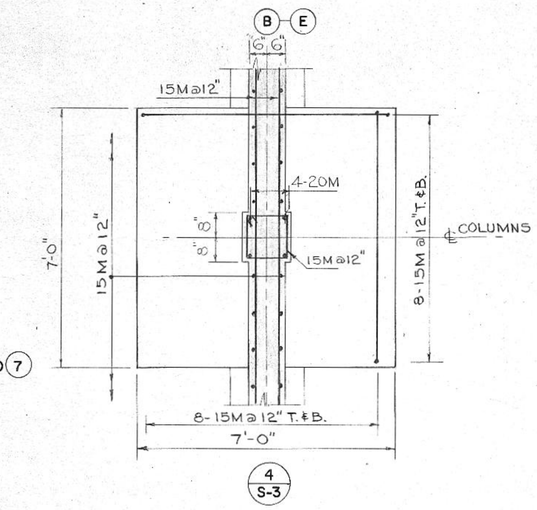
7 S-1



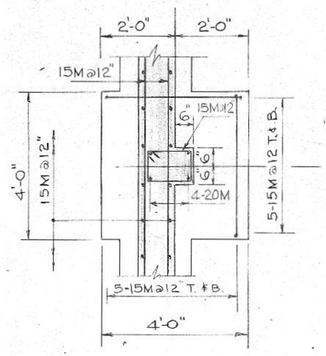
9 S-1



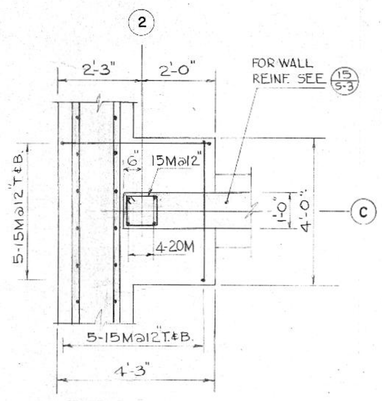
2 S-3



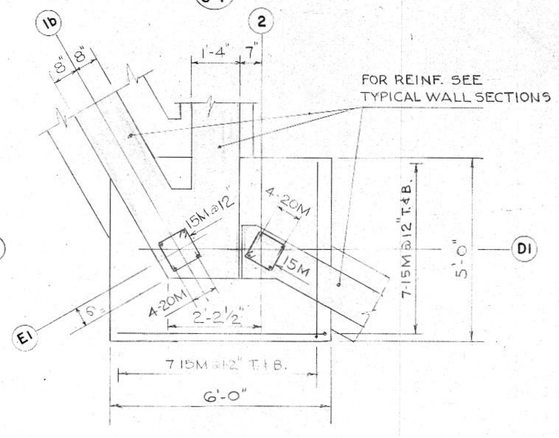
4 S-3



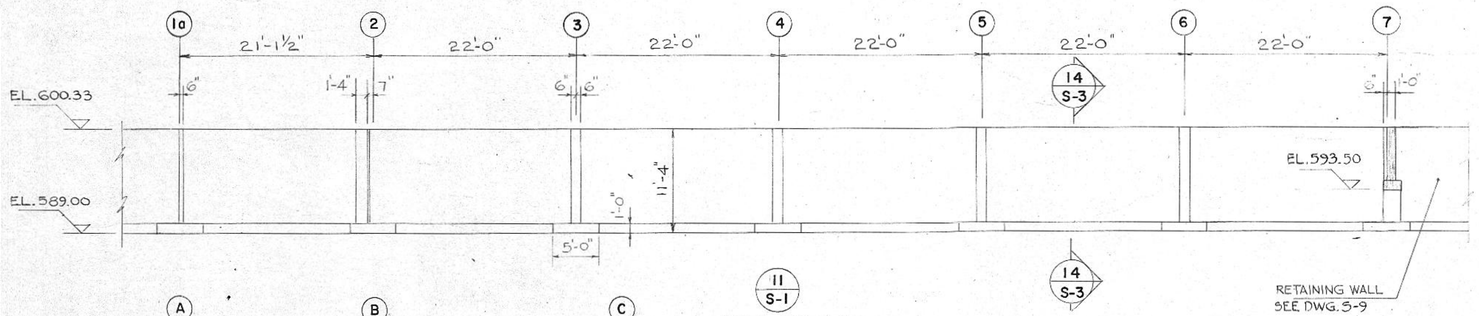
6 S-3



8 S-3

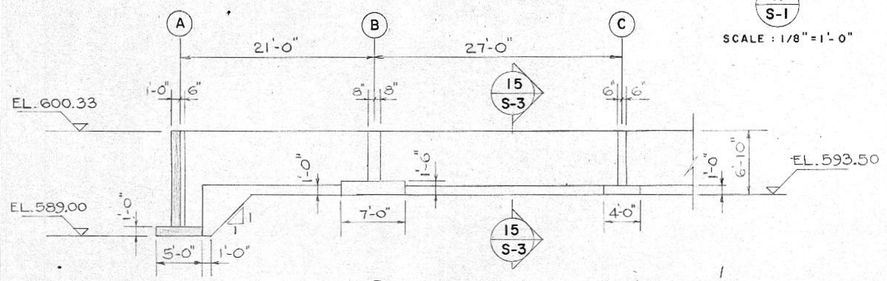


10 S-3



11 S-1

SCALE : 1/8"=1'-0"



12 S-1

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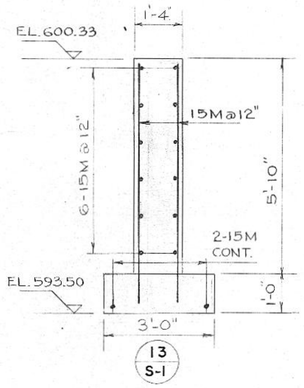
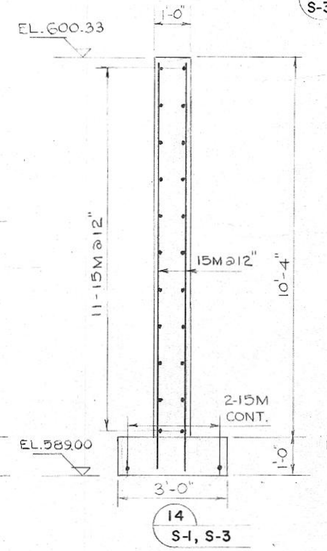
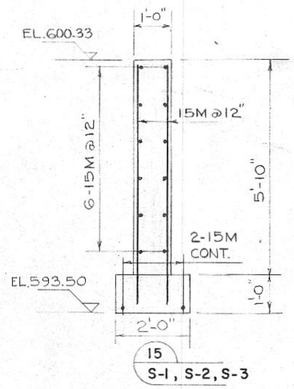


13 S-1



14 S-1, S-3



15 S-1, S-2, S-3

TYPICAL WALL SECTIONS

		Sault Ste Marie Transit Maintenance Facility	
		FOUNDATION DETAILS	
DeLCan DE LEUW CATHER CANADA LTD. CONSULTING ENGINEERS AND PLANNERS			DRAWING No. S-3
DESIGNED BY H.W	CHECKED BY	SCALE 1/2"=1'-0" & AS NOTED	
DRAWN BY F.R.G.	DATE JAN 15/81	DELCAN PROJECT No.	

INSPECTION PIT SEE DWG. S-7

HOIST PIT

HOIST PITS - FOR DETAILS SEE DWG. S-8

Sault Ste. Marie Transit Maintenance Facility

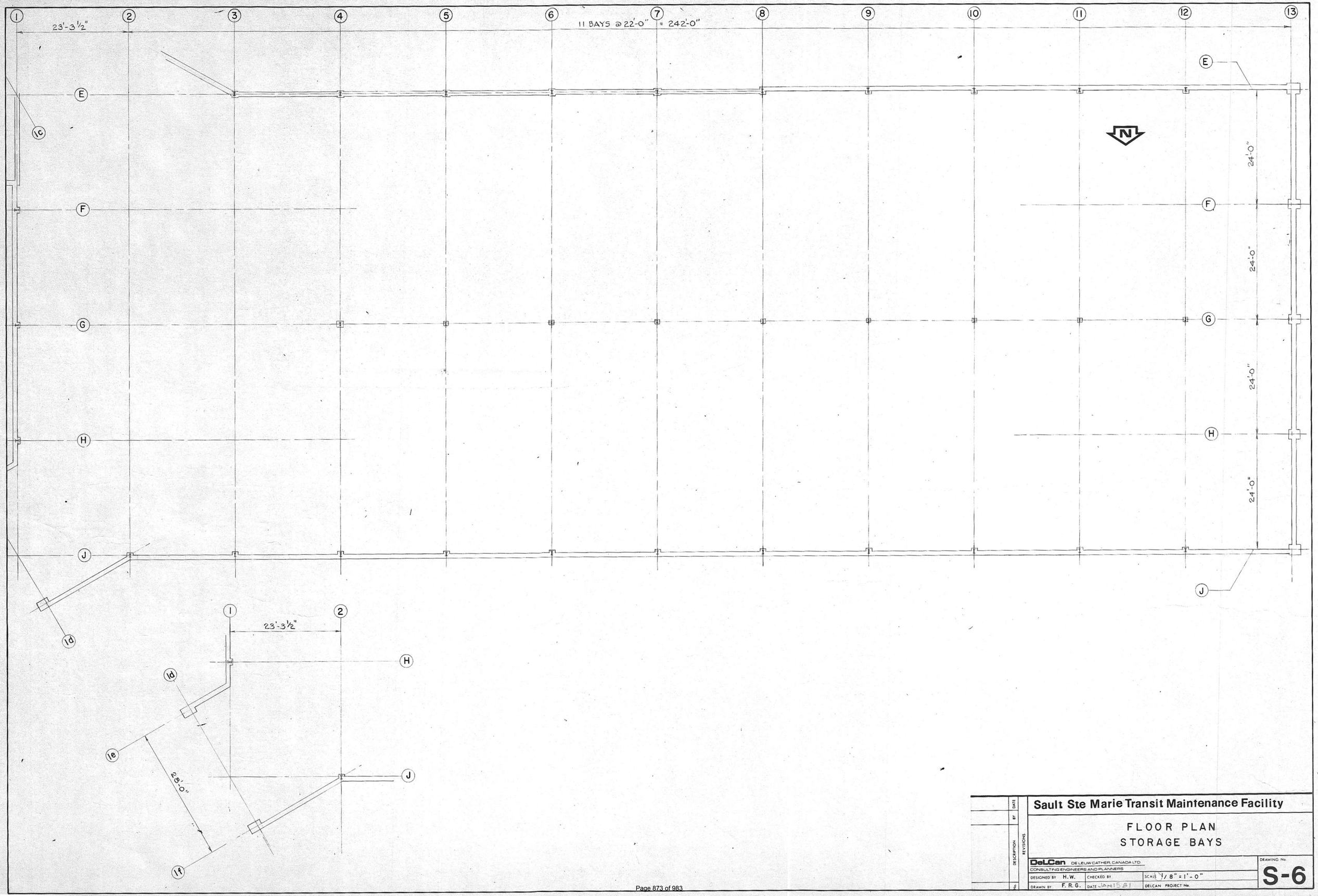
FLOOR PLAN
MAINTENANCE, SERVICE & OFFICE AREAS

DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY H.W. | CHECKED BY | SCALE 1/8" = 1'-0"
DRAWN BY F.R.G. | DATE JAN 15 81 | DELCAN PROJECT No.

DRAWING No. S-5

REVISIONS: No. | DESCRIPTION | BY | DATE



Sault Ste Marie Transit Maintenance Facility

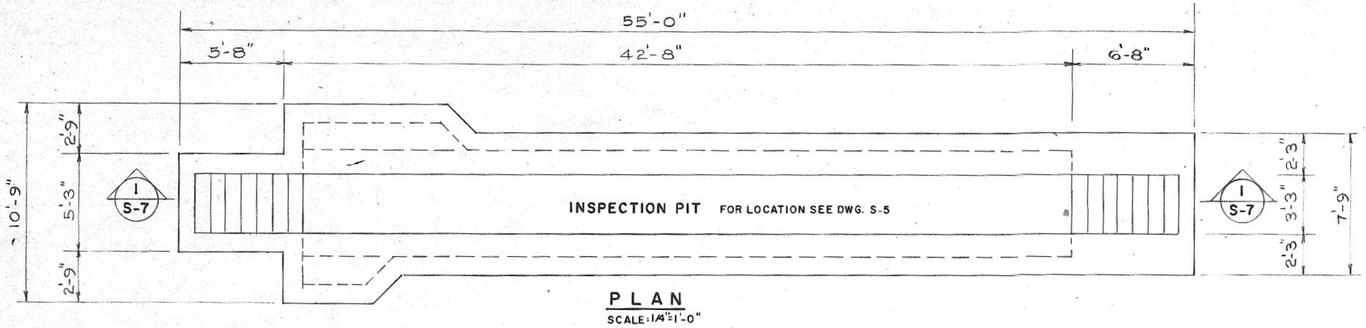
FLOOR PLAN
STORAGE BAYS

DeLCan DE LEUW CATHER CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

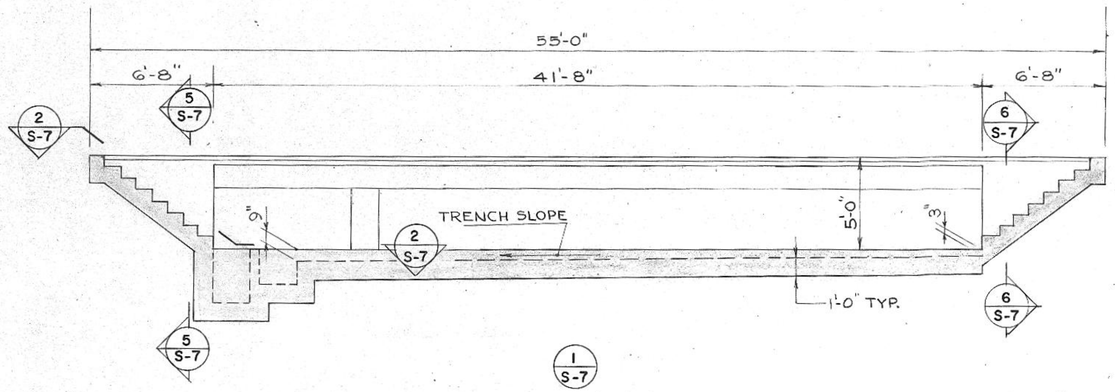
DESIGNED BY H.W. | CHECKED BY | SCALE 1/8" = 1'-0"
DRAWN BY F.R.G. | DATE JAN 1981 | DELCAN PROJECT No.

DRAWING No. S-6

REVISIONS: No. | DESCRIPTION | BY | DATE



PLAN
SCALE: 1/4"=1'-0"



1 S-7
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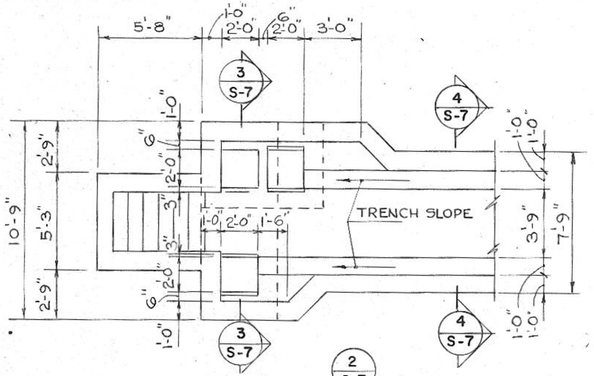

2 S-7
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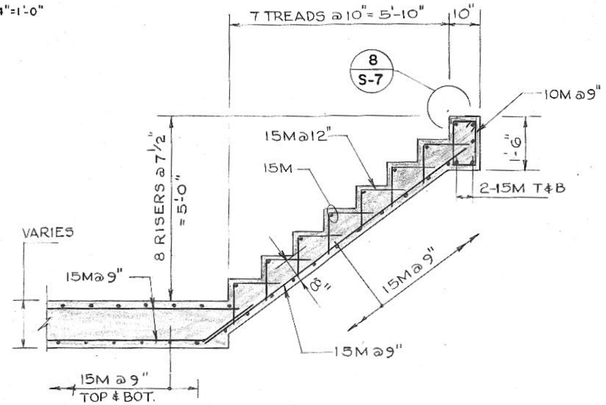

TYPICAL STAIR DETAIL
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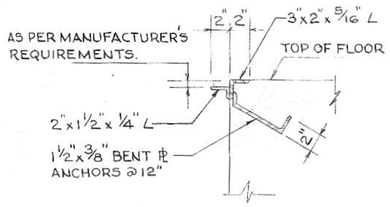
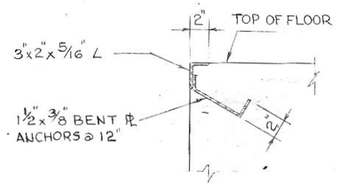


7 S-7
SCALE: 1 1/2"=1'-0"



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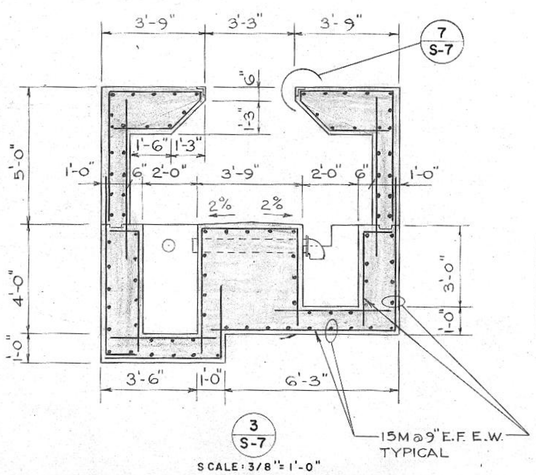

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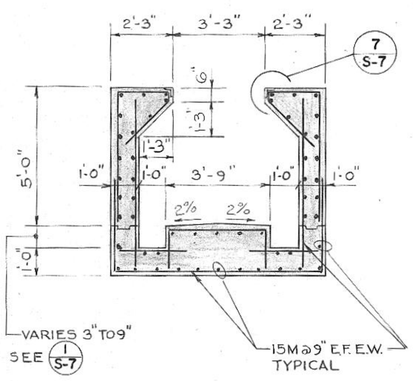

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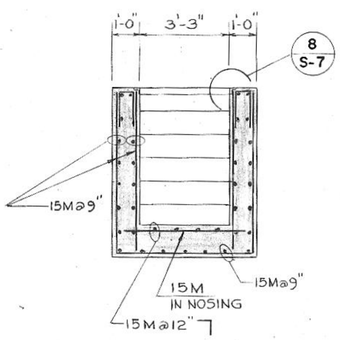

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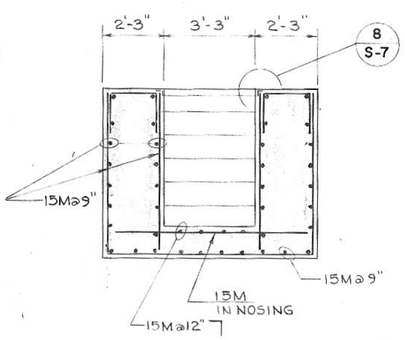


6 S-7
SCALE: 3/8"=1'-0"

No.	DESCRIPTION	BY	DATE

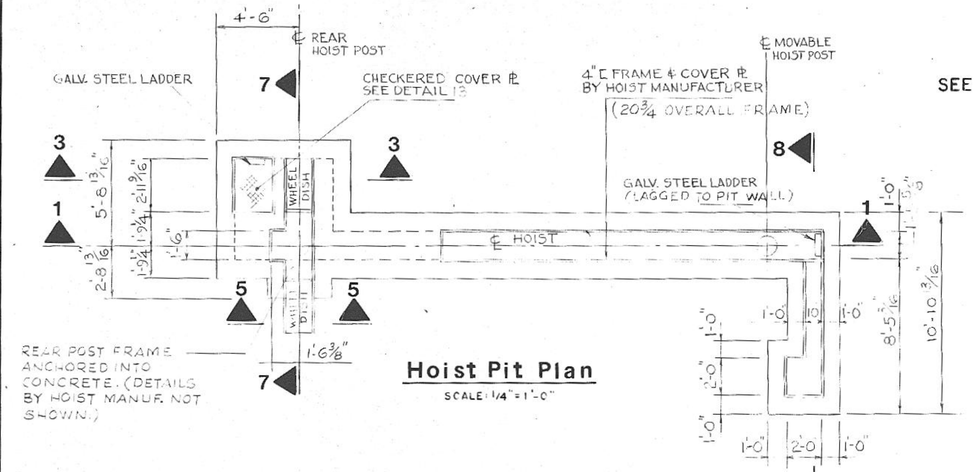
REVISIONS

Sault Ste Marie Transit Maintenance Facility

PIT & TRENCH DETAILS

DeLCan DE LEUW CATHER, CANADA LTD.
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY	CHECKED BY	SCALE AS SHOWN	DRAWING No.
DRAWN BY F. R. G.	DATE JAN 15 81	DELCAN PROJECT No.	S-7



Hoist Pit Plan

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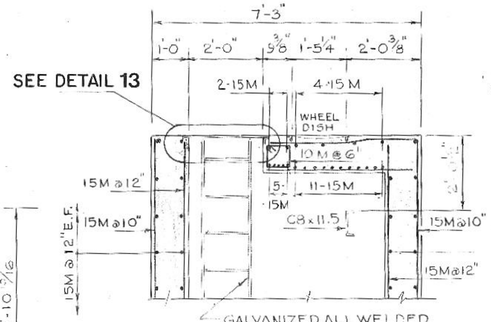

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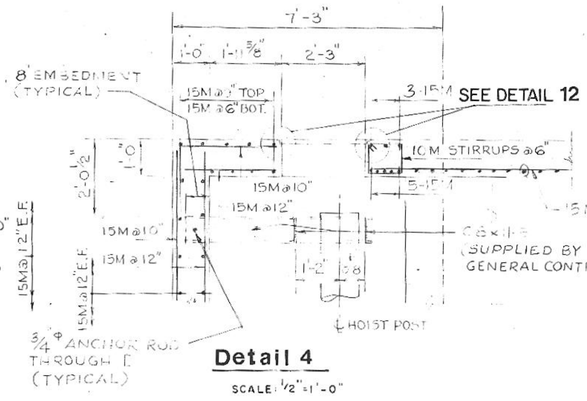

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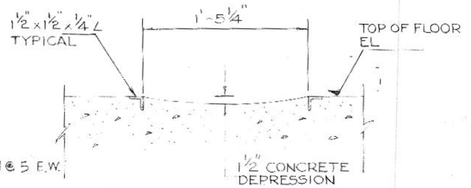

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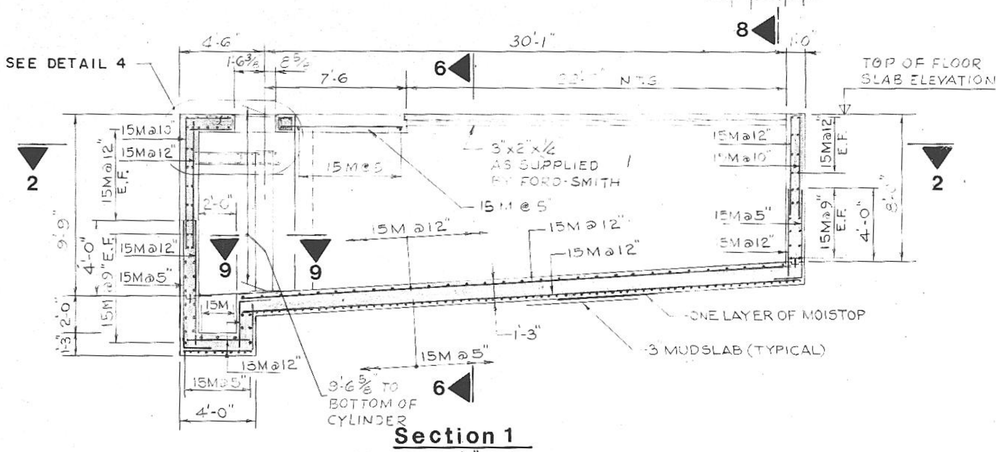

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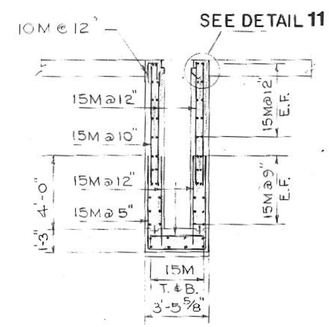

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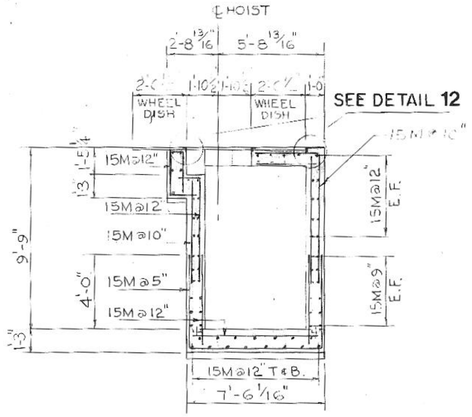

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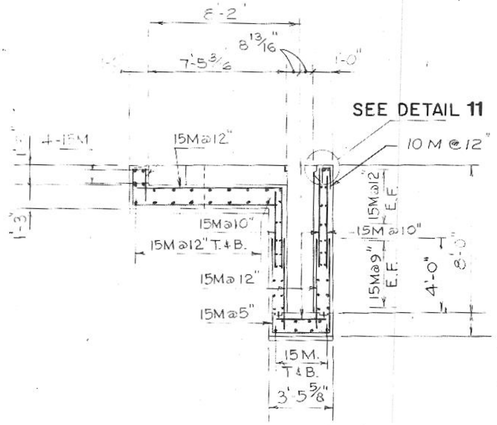

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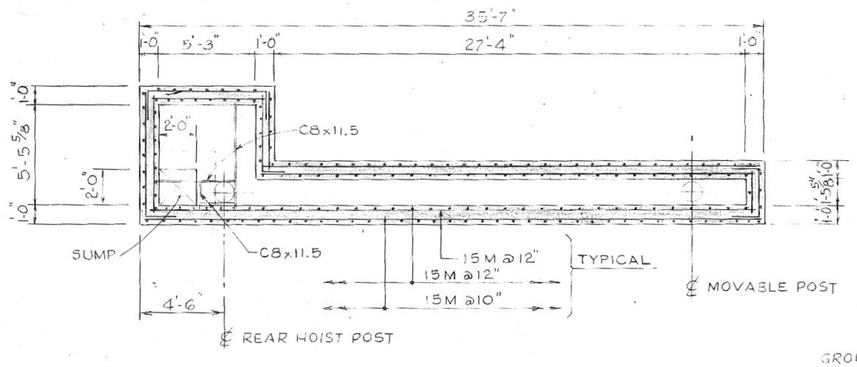

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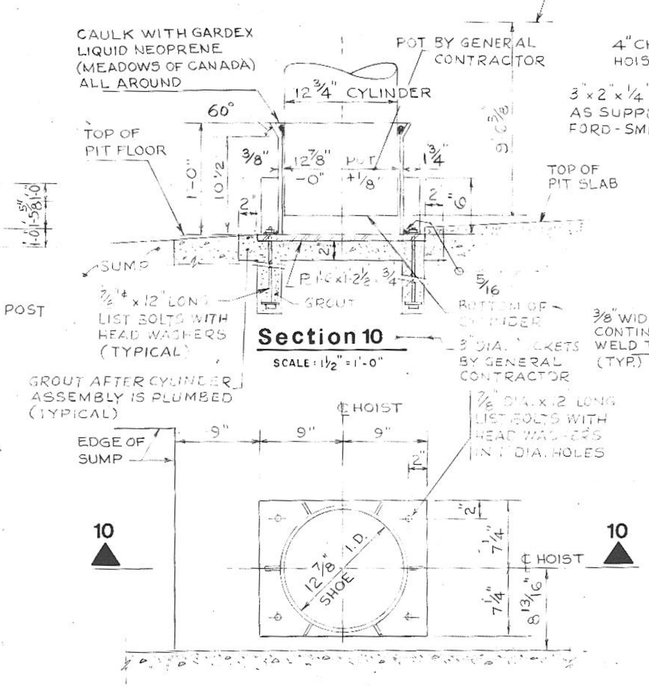

Section 9

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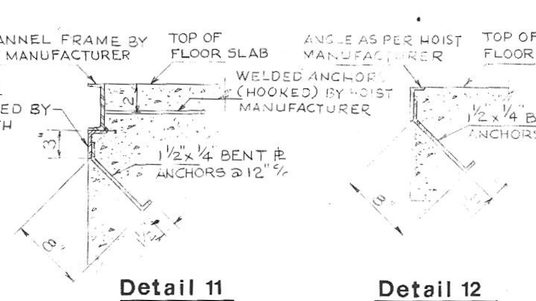
Section 10

SCALE: 1½" = 1'-0"



Detail 11

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Detail 12

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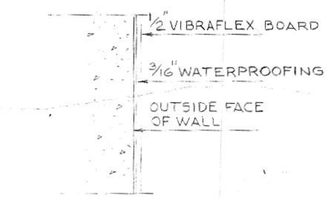
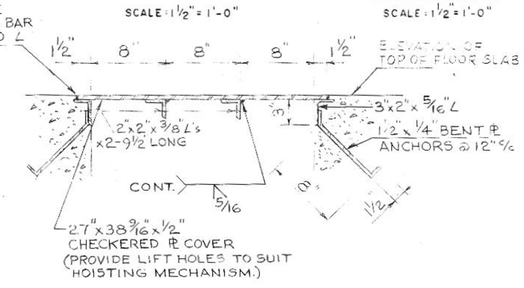


Typical Wall Waterproofing

N. T. S.



Detail 13

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NOTES:

1. HOIST PIT HARDWARE TO BE INSTALLED BEFORE POURING CONCRETE.
2. INSTALLATION OF HOIST PIT HARDWARE TO BE INSPECTED BY AN AUTHORIZED REPRESENTATIVE OF FORD-SMITH BEFORE POURING CONCRETE.
3. HOIST PIT CONCRETE DIMENSIONS TO BE CHECKED FOR COMPATIBILITY WITH HOIST BY FORD-SMITH.
4. SHOP DRAWINGS FOR ALL HOIST PIT HARDWARE TO BE SUBMITTED WITH HOIST PIT SHOP DRAWINGS FOR REVIEW BEFORE COMMENCING FABRICATION OF HARDWARE.
5. STAGES OF POURING OF HOIST PIT CONCRETE IS SUBJECT TO ENGINEER'S APPROVAL.

No.	DESCRIPTION	BY	DATE
	REVISIONS		

Sault Ste Marie Transit Maintenance Facility

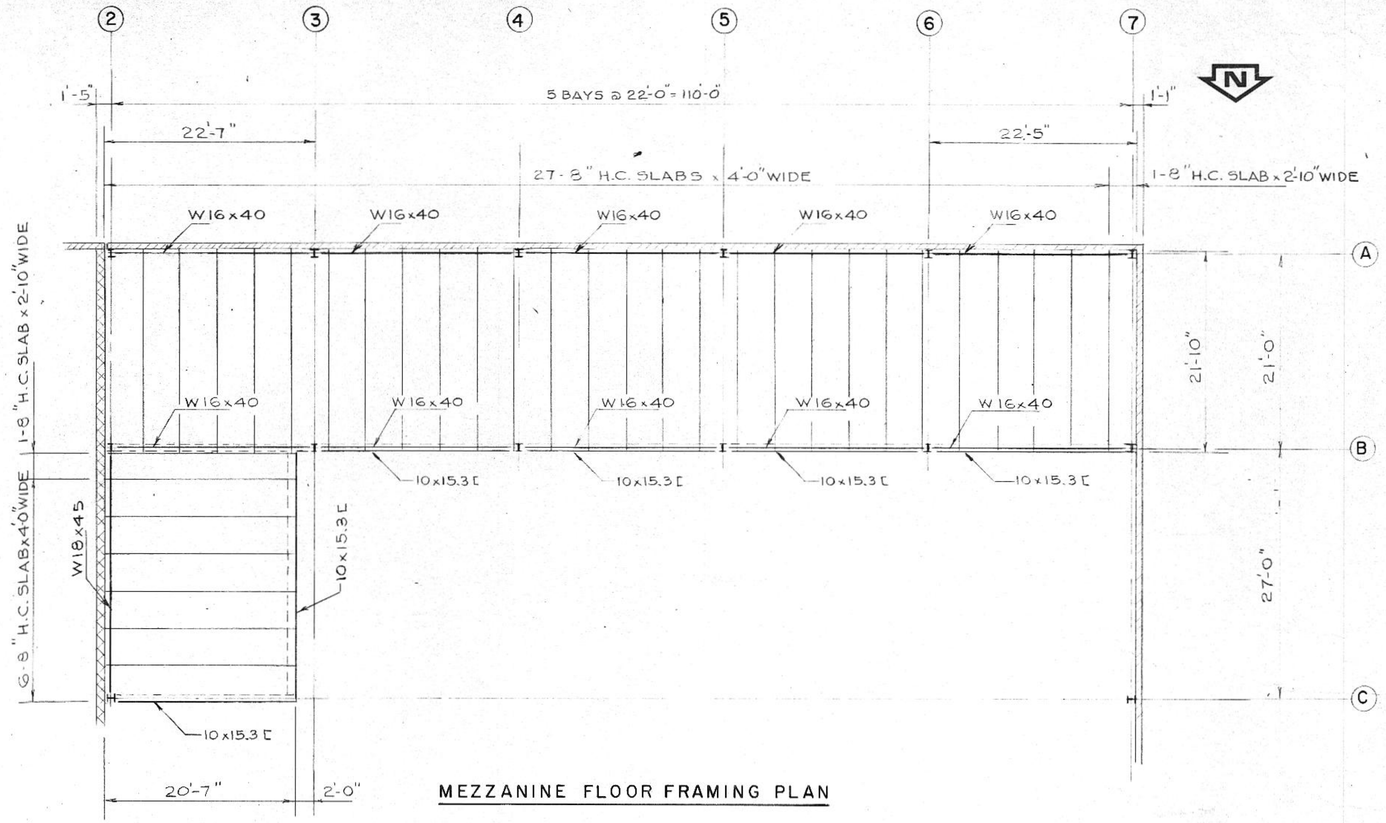
Hoist Pit Details

DeLCan DE LEUW CATHER CANADA LTD
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY D.W. | CHECKED BY N.N.A. | SCALE AS SHOWN
DRAWN BY F.R.G. | DATE | DELCAN PROJECT No. 01-

DRAWING No. S-8

GENERAL NOTES



MEZZANINE FLOOR FRAMING PLAN

NOTE

Sault Ste Marie Transit Maintenance Facility

MEZZANINE PLAN & DETAILS

DeLCan DE LEUW CATHER CANADA LTD
CONSULTING ENGINEERS AND PLANNERS

DESIGNED BY | CHECKED BY | SCALE 1/8" = 1'-0"
DRAWN BY FRG | DATE JAN 15/81 | DELCAN PROJECT No

DRAWING No S-9

REVISIONS: No. | DESCRIPTION | BY | DATE

The Corporation of the City of Sault Ste. Marie

Rooftop Solar Photovoltaic System at Transit Services, Public Works and Transportation, and the West End Community Centre Feasibility Study

Prepared by:

AECOM
523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

Project Number:

60164558

Date:

February, 2011

Statement of Qualifications and Limitations

The attached Report (the “Report”) has been prepared by AECOM Canada Ltd. (“Consultant”) for the benefit of the client (“Client”) in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the “Agreement”).

The information, data, recommendations and conclusions contained in the Report:

- are subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the “Limitations”)
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- must be read as a whole and sections thereof should not be read out of such context
- were prepared for the specific purposes described in the Report and the Agreement
- in the case of subsurface, environmental or geotechnical conditions, may be based on limited testing and on the assumption that such conditions are uniform and not variable either geographically or over time

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- as required by law
- for use by governmental reviewing agencies

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This Statement of Qualifications and Limitations is attached to and forms part of the Report.

AECOM
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705 942 3642 fax

February 15, 2011

Madison Zuppa, MES
The Corporation of the City of Sault Ste. Marie
PO Box 580
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Dear Madison Zuppa:

Project No: 60164558

Regarding: Feasibility Study, Rooftop Solar Photovoltaic System at Transit Services, Public Works and Transportation, and the West End Community Centre, Rev. 1

Please find enclosed a report of our findings noted during our inspections and structural assessments of the roof areas at the Transit Building and the Works and Transportation Building and our review of the feasibility of installing solar generating systems at the buildings noted plus the new West End Community Centre. The assessments have been done to review the possibility of installing solar modules on the roof areas of the buildings.

It is concluded that the most feasible roof to install solar photovoltaic panels is at the West End Community Centre. The second most feasible site is the Transit building only if the panels can be installed on a separate structural support above the roof level without causing snow accumulation on the roof structure. It is concluded that installing panels on the overall area of the roof of the Works building is not structurally feasible; however installing panels on the south facing wall and along the roof adjacent to the south wall is considered feasible although the pay back period is considered to be excessively long.

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

Sincerely,
AECOM Canada Ltd.



Cole Howson, P.Eng.
Senior Structural Engineer
cole.howson@aecom.com
cH.cH
cc: file

Distribution List

# of Hard Copies	PDF Required	Association / Company Name
2	1	City of Sault Ste. Marie

Revision Log

Revision #	Revised By	Date	Issue / Revision Description
1	Cole Howson	Feb. 15, 2011	Exec. Summary and Pg. 16 – Reworked costs to separate solar and upgrades

AECOM Signatures



Report Prepared By:

Cole Howson, P.Eng.,
Senior Structural Engineer

Report Reviewed By:

Alvin Olar, M.A.Sc., P. Eng.
Project Manager

Executive Summary

AECOM was retained by the City of Sault Ste. Marie (City) to carry out a review of the structural implications and feasibility of installing solar generating panels on the roofs of several City buildings. The buildings that have been included in the study include the Transit bus repair and storage building on Huron Street, the Works garage facility on Sackville Road, and the proposed new West End Community Centre (WECC). The solar generating systems would be constructed within the terms of the Government of Ontario's Feed In Tariff program that establishes long term contracts for electrical generation from renewable sources.

The study included a structural review of the existing roof components at the Transit and Works buildings to determine if the roof could support new solar generating systems. This work involved a visual inspection of the roofing structural components, detailed measurements of the structural components, and a structural evaluation of the capacity of the system to support additional loading. At the WECC the building has been designed to support a solar generating system on the south facing portion of the sloped roof over the soccer fields and so a further structural review of this building was not included in our scope.

On the basis of the potential for additional weight that could be supported by the buildings' roof structure a possible solar generating system was selected and a size of a system was determined for each building. The capital cost of each generating system was estimated and the implications of connecting the solar generating system to existing electrical systems at each building were considered. The electrical generating potential and anticipated revenue for each system was determined and the relative pay back for installing a solar generating system at each building was evaluated.

At the Transit building it is estimated that a 160 kW solar panel system could be installed for an estimated cost of $1,650,000 not including the roof replacement costs but including allowances for contingencies and engineering. The anticipated annual generation should be 187,000 kWhrs for anticipated annual revenue of about $133,000. The straight line pay back period is 12.4 years not including the influence of interest costs. Prior to installing a solar system on the roof areas it is recommended that the roofing membrane at the Transit building repair and storage bays should be replaced. The estimated cost to replace the roofing is $780,000 including contingencies and engineering. The total cost for the roof replacement and solar generating system is estimated to be $2,430,000.

At the Works garage building it is estimated that a 60 kW solar panel system can be installed. It is determined that the main roof area is not structurally adequate to support a large scale array of solar panels on the roof, and a solar generating system including rows of panels along the south wall face and two rows of panels on the roof at the south edge of the roof are structurally feasible. It is estimated that the overall cost for a solar system, excluding upgrading the existing south wall is $626,000. The anticipated annual generation should be 66,000 kWhrs for anticipated annual revenue of about $47,000. The straight line pay back period is 13.3 years, not including the influence of interest costs. The estimated cost to upgrade the wall system is $216,000 including contingencies and engineering. The total cost for the wall upgrade and solar generating system is estimated to be $842,000.

At the WECC it is concluded that a 240 kW solar panel system can be installed at the south facing roof over the soccer fields. It is estimated that the solar generating system will cost $1,462,000 including contingencies and engineering. The anticipated annual generation should be 197,400 kWhrs for anticipated annual revenue of about $140,700. The straight line pay back period is 10.4 years not including the influence of interest costs.

In addition to the conclusions related to the solar generating systems several recommendations are presented in the report with respect to maintenance or upgrading of roofing and wall systems at the Transit and Works buildings. In particular the roofing at the Transit building should be replaced in the near future, and the south wall cladding system at the Works building should be replaced and upgraded.

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Appendices

Appendix A - FIT Price Schedule

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Appendix C - Concept Sketches

1. Introduction

1.1 Scope of Work

AECOM Canada Ltd. was retained by The City of Sault Ste. Marie (the City) to complete a structural assessment and feasibility study of installing solar voltaic panels on roof areas at the Transit Building and the Public Works and Transportation Building. The purpose of the structural evaluation was to determine the structural implications of installing photovoltaic generating panels on the roof structures. The feasibility component of the study was to determine the cost implications of installing a solar generating system, including connection to existing electrical components. After we has started the study, the City requested that AECOM review the feasibility of installing solar panels on the roof of the West End Community Centre that has been designed, however has not been constructed.

The scope of work for this investigation was outlined in AECOM's proposal dated September 10, 2010 that was prepared in response to the City's request for a quotation for Professional Engineering Services.

The scope of work for this assignment is as follows;

a. Review of existing drawings and documents including existing structural drawings, roof inspection reports and building maintenance data. Determination of original design loading relative to current loading conditions. Data for proposed roof mounted systems has been collected and summarized.
b. A visual review of the existing roofing system structural components has been performed. This involved accessing the structural components using a ladder or mechanized lift. The roofing components have been reviewed to confirm the information on the structural drawings, confirm any changes that may affect the installation of the proposed solar system or determine if any deterioration or evidence of structural concerns exist that will affect the solar system.
c. A visual review of the roofing membranes has been done from the exterior. Details of the roofing systems that are relevant to the proposed solar system components have been recorded, including photographs as needed.
d. The structural evaluation has been based on current requirements of the Ontario Building Code and the existing roofing systems and components.
e. Where the evaluation concluded that the existing roofing components are not considered structurally adequate for the proposed solar systems and current Code requirements, options to upgrade or modify the existing or proposed new components have been developed and evaluated.
f. Once the feasibility of the roof structure to support the proposed generating equipment was confirmed the overall cost to install the generating system was developed. This cost was then used to confirm the overall project cost, estimated generating revenue, and payback. The results of the roof evaluation and costing feasibility are presented in this report.

1.2 Background

1.2.1 Transit Building

The original Transit building was constructed about 1981. The building has several roof areas, with the roof of the repair bay, and the bus storage bays being generally un-obstructed and of reasonable size to support solar panel arrays. The roof areas above the offices are not large and include roof mounted mechanical equipment.

The roof areas were originally waterproofed with asphalt and gravel built up (BUR) membrane systems. The asphalt is identified as coal tar pitch in previous roof reports. The original roof membranes are present and are being considered for replacement in the near future. The roof membranes are supported by a metal deck that is supported by structural steel trusses spaced at approximately 5'-6" (1.68m) centres. The steel trusses are supported by structural steel beams and columns. The structural steel systems are supported on conventional cast in place concrete foundations and spread footings.

Information on the original Transit building is provided on drawings S-1 through S-14 prepared by DeLCan (De Leuw Cather Canada Ltd.) dated February 16, 1981.

1.2.2 Works Building

The Works Garage building was originally constructed about 1969. The original roof was an exposed metal deck that was supported by cold rolled steel purlins that were supported by structural steel frames. The steel frames and roof system is a pre-engineered building system and information provided on original drawings indicates that the building was provided by Stran Steel.

The building structure is supported by steel piles that were driven to depth below grade. The piles are indicated to be steel tubes with a 8.625" diameter by 0.219" wall thickness, filled with concrete with a design capacity of 50 tons (100,000 lbs, 445 kN). The pile design depth was about 38 feet (11.6 m), although the final driving depth and achieved capacities of the piles are not indicated on the drawings.

The building design originally included for two cranes in the maintenance bays, and one crane in the storage area. In 1990, a new crane was added in the welding shop area, and at that time, the roof structural supports were upgraded extensively. While the upgrading was initiated for the crane modifications, part of the upgrading was likely related to reinforcing the steel structure to support increased snow loading that was required in the Ontario Building Code (snow loads in the Code for Sault Ste. Marie increased significantly from the 1960's to 1990). It is understood that a new membrane roof was installed on the building about 1998, the membrane is a PVC system.

During our structural review, the following drawings were provided:

1. Drawings S-1 and S-2 for the Alterations and Roof Retrofit prepared by Robert Halsall and Associates Limited, dated May 1990.
2. Drawings A-4, A-6 and A-7 prepared by Marani, Rounthwaite and Dick dated June 11, 1969.
3. Drawings S-4, S-5 and S-6 prepared by Robert Halsall and Associates for the building original construction with no date indicated on the drawings.

1.2.3 West End Community Centre

The West End Community Centre (WECC) is a newly designed building that is not yet constructed. The design has been tendered, and a contractor has been selected to commence construction in the near future. The building will provide two (2) indoor soccer fields, a library and associated support facilities. The building is also designed for future expansion. The largest area of the building is the roof over the soccer fields. This portion of the building consists of a sloped standing seam metal roof that is supported by a pre-engineered building system.

The pre-engineered building area was designed to support a system of roof mounted solar generating panels on the south facing portion of the roof area. Drawings and specifications of the building were provided to AECOM as part of our review, and the roof drawing indicates that the south facing sloped roof (with a slope of 2:12) is to be designed with an allowance of 3 psf (0.144 kPa) for solar panels. With this loading, it is anticipated that the solar panels will be mounted directly on the roof surface using clips that attach to the standing seam of the metal deck roof. Since the building roof has been designed with the required structural capacity for a solar generating system the review by AECOM is focused on evaluating the cost and feasibility of installing and connecting a solar generating system on the roof area.

1.3 Electrical Generation

In 2009, the Government of Ontario announced a Feed In Tariff (FIT) program that allows building owners to install solar generating panels and sell the electricity into the grid. The rates to be paid for the generated electricity vary. For typical roof mounted systems that are larger than 10kW, the feed in rate currently varies from 71.3 cents per kilowatt hour (c/kwh) to 53.9 c/kwh depending on the size of the facility. A copy of the FIT price structure is attached in Appendix A.

Solar photovoltaic panels are typically about 1.7 m by 1 m in area. The panels generally can generate between 200 and 250 Watts, per panel depending on the manufacturer and style of panel, and recently higher generation capacity panels are being manufactured. Panels typically weigh around 24 kg., and have a unit weight of approximately 0.14 kN/m^2 (3 pounds per square foot). The weight of the panels and supporting frames on the roof structure will vary depending on the slope and spacing of panels and type of support frame required. For example, panels installed on a sloping roof require only two rails along the roof below the panels for attachment, whereas panels installed on a flat roof require a support framework to secure the panels at the correct angle.

For the purposes of this study, we have based sizes of systems and electrical generation on 250 W panels. Other sizes of panels, and system capacities may be selected during detailed design, however the 250 W panel size should provide a comparable installation cost at this time.

1.4 Installation Options

The orientation of roof mounted solar panels can result in additional loading on the roof structure. At a minimum, the self weight, or dead load, of the panels and support frames will be imposed on the structure. In addition, increased snow accumulation may occur and will depend on the orientation of the panels, their height above the roof, and slope of the panels relative to the roof.

The panel installation that will cause the least loading on the roof system is installation on an existing sloping roof. In this case, the panel system weight will include the weight of the panels plus the support rails. This type of system is considered to impose an additional dead load of about 0.19 kN/m^2 (4 psf). When the panels are installed on an

existing sloping roof, the panels are placed with a gap of about 50 to 100 mm between the panels and roof surface. With this installation, no new or additional snow loading is caused by the panels.
It is noted that on many existing sloped roofs the solar panels are supported on rails that extend horizontally along the roof. The rail system has a self weight that is in addition to the self weight of the panels. At the WECC the panels can be installed using a special clip that connects to the standing seam of the metal roof and a system of rails is not considered to be necessary. In this case the specified loading of 3 psf is sufficient for the panel system.

When the panel installation is on an existing flat roof area, the panels need to be installed at a slope to have exposure to the sun and therefore become an obstruction on the roof that can potentially increase snow accumulation. The added loading of the snow accumulation must be supported by the roof structure in addition to the increased dead loading of the panels and their support frames. If the roof structure has sufficient residual capacity that exceeds the basic snow loading and original roof system dead load, support for additional solar panel dead loads and snow accumulation is possible. However, the additional snow accumulation loading may be significant and most roof structures will not be designed with the required reserves in structural capacity. As part of this study, options have been considered that minimize additional snow accumulation resulting from the solar panels.

1.4.1 Installation Option A: Low Profile

One method to install solar panels and avoid additional snow accumulation is to install the panels at a height lower than the depth of the basic snow accumulation so that they do not form an ‘obstruction’. In the case of snow loads in Sault Ste. Marie, any panels installed with a height not exceeding about 830 mm above the roof will not cause additional snow accumulation. In this case, the roof structure will need to support the dead load of the panels and support frames only. Reinforcing the existing structure may therefore be minimal, or not required.

There are, however, several disadvantages to a low profile installation. During winter, it is likely that the panels will become snow covered. For a large installation, removing the snow is impractical. The potential electrical generation during winter months would then be lost when the panels are snow covered. It is noted that electrical generation during winter is modest relative to the months of March through September when there are more sunlight hours. The lost generation capacity would need to be compared with the increased costs to install the panels at greater heights that will lead to snow accumulation and thereby require reinforcing the existing roof structure. Another disadvantage to a low profile installation is that the panel angle will be low, around 15^0. At this angle, the panels will generate power at approximately 5.6% less than panels installed at a more favourable 40^0 angle. With a low profile installation, replacing the roof membrane will also require that the panels be removed to gain access to the membrane. Also, maintenance of the membrane may be more difficult since areas under the panels will not be easily accessible.

1.4.2 Installation Option B- Raised Frames

Another method of installing solar panels is to provide a support framework that elevates the panels sufficiently high above the roof so that increased accumulation does not occur. In this case, the snow below the panels is considered to be scoured away by wind, and no increase in snow load needs to be considered. While this scenario is recognized in general terms in the current Code, specific prescriptive design parameters are not provided. However, some recommendations and guidance is provided in documents referenced in the Code. For the purpose of this study, it has been considered that panels installed above a level of 2 m above the roof will not result in increased snow accumulation. This concept may need to be developed further as the Code requirements are not clear at this time and new information is being considered by authorities.

The disadvantage of installation using raised frames is the cost of the frames and the potential effect on the appearance of the building. The panels would likely be visible from the ground level and some people may consider the panel installation unsightly. For the purposes of our study at this time, we will consider the cost implications of the raised frame installation when comparing various options. The design of the frames also must take into account wind forces and the resultant loading on the supporting building structure.

1.5 Panel Support System

The solar generating panels on a flat roof need to be supported above the roof and should be oriented at an angle to be exposed to sunlight. It has generally been considered that two methods are possible to support the panels, one is a ballasted system and one will involve a system of supports that are anchored into the existing roof support structure. The anchored supports require that the solar panel structural supports extend down through the roof membrane to connect to the roof structure. The supports need to be provided with flashings to the roofing membrane. A ballasted system does not require penetrations through the roof and usually consists of concrete blocks added to the panel support system to hold the panels down in high winds. Each system has benefits and drawbacks that are discussed in the following sections.

1.5.1 Ballasted Support Frames

Solar panels supported on a flat roof will be exposed to wind loading. Depending on the slope of the panels and the height above the roof structure, the wind loading will tend to lift the panels. For roof areas in Sault Ste. Marie, the uplift load on roof mounted panels will require a ballast weight of a minimum of about 0.65 kN/m^2 (13.6 psf) for the panel area. The wind uplift force increases as the slope of the panels increases and so the weight indicated is considered as a minimum. The typical type of ballast consists of concrete blocks or slabs that are placed on the support frame for the panels. The support frame rests directly on the roofing membrane, with padding to protect the membrane from damage by the frames.

1.5.2 Connected Support Frames

With a connected structural support frame for the panels, a system of supports is connected through the roofing membrane and secured to the existing roof structural system. There are numerous different configurations that could be used to support the frames and panels. The structural supports would depend on the type of underlying structural framing and the type of panel installation (either raised frames or low profile installation). For installing a low profile panel system or a series of raised frames, it would most likely require installation of a continuous curb along the roof to distribute the weight of the panels, and permit anchorage to the existing structure.

Depending on the structural capacity of the existing framing system, a connected support frame can be installed in two general configurations. If the roof has the capacity to support the weight of the solar panels and frames, then the panels can be supported on curbs connected to the existing structure. The panels may need to be supported on frames at a height that does not attract or cause additional snow accumulation. Installing the curbs and connecting to the existing roof structure involves significant changes to the roofing membrane since the curbs need to be placed at relatively close spacing.

Alternatively, the solar panels can be supported on a separate elevated structure that is supported on extensions of the existing structural columns. Typically, the existing vertical support structure (columns and foundations) have additional reserve capacity. If it is determined that the existing horizontal structural components (joists, trusses and beams) do not have capacity to support the additional weight of the panel system, a new elevated support structure can be introduced. Extending the columns and providing a new structure will allow the roof area to be developed for solar panels, without imposing additional structural loading on the existing roofing system.

2. Observations

Visual inspections of the building areas at the Transit and Works facilities were carried out by AECOM's Cole Howson, P. Eng. at different times during November and December 2010. During the inspections, the buildings' structural components were reviewed. Photographs of observations are included in Appendix B.

It is noted that access was not available to all areas of the building structures. It has been assumed that conditions in areas that were not accessible correspond to conditions in areas that were accessible for inspection.

During the inspection of the building and roofing systems, the following observations were noted.

2.1 Transit Building

1) The roofing membrane at the Repair and Storage bays is the original membrane installed in 1981. The membrane is a coal tar bitumen and felt system, with a gravel surface. The membrane over the office area has been replaced recently and is a traditional asphalt and felt membrane with gravel surface.
2) The roofing membrane throughout the Repair and Storage bays is in poor condition with numerous areas of blisters, ridging, exposed felt and scoured gravel. Refer to Photos 1, 2, 3 and 4 in Appendix B.
3) As part of our review of the building we were provided with a roof inspection report prepared by M. R. Wright and Associates in April 2007. Much of the roof deterioration noted by AECOM was also noted in the 2007 report, with the exception that the extent of overall deterioration (blisters, ridging and exposed felts) has progressed since 2007.
4) The metal flashings around the Repair and Storage bays were corroded with some loose metal and fasteners. The membrane flashing and gravel adjacent to the flashings were deteriorated with blisters and exposed felts in many areas, particularly along the west side of the roof.
5) The roof membrane over a portion of the office area was replaced, although the date of the replacement is not known to us at this time. The 2007 report indicates that the membrane over part of the roof area was previously replaced.
6) At the office area, the membrane flashings utilize a torch on modified bitumen membrane material. At some of the corners the flashing membrane has started to separate. In some cases, the granular surface of the flashing membrane has eroded and the bitumen has started to weather. Refer to Photo 5 in Appendix B.
7) The exterior brick masonry at the parapet walls is cracked and the brick are spalling and splitting. It appears that the roof flashings are leaking into the brick masonry. Refer to Photo 6 in Appendix B.
8) The structural steel trusses and supports were inspected in accessible locations and measurements of the as-built roof joists were obtained to assist in the structural evaluation. It was found that the joists and support structure are constructed as prescribed on the original design drawings and no concerns with the roof structural components were noted at the locations that were reviewed.

2.2 Works Building

1) The roof membrane at the Works building was replaced about 1998, and is currently under a long term warranty. During our review of the building we did not access the roof area, with the assumption that the terms of the warranty involve regular reviews of the roof by the system supplier. No roof leaks were reported or noted during our reviews.
2) The roof structure framing was accessed using a scissors lift. The framing was found to be in general conformance with the available drawings, including the reinforcing drawings that outlined the work done in 1990.
3) One area of discrepancy between the available 1990 reinforcing drawings and the as-built details is at the support of the roof beams on the central interior columns. The drawings indicate that the reinforcing steel plates are continuous across the joint above the column cap plate and include details of welding and backing plates to develop the strength of the reinforcing plates across the joint. However, the reinforcing steel plates are not continuous and have a gap between the plates at either side of the connection. It was also noted that the reinforcing drawings from 1990 indicate that the structural steel beams are a constant depth along their length, whereas the existing roof beams are tapered and are greater in depth at the centre column support area.
4) The structural components of the roofing, where accessible and visible at the interior of the building, did not exhibit deterioration or deflections that would indicate a concern with the performance of the structure.
5) The exterior south wall of the building consists of metal siding supported by cold rolled steel girts that span between the main frame columns. The steel siding is in poor condition with numerous failures of the paint coating and corrosion of the metal. In addition, the metal is damaged and bent, particularly along the lower portions of the wall. It was reported that ice sliding off the roof falls and hits the metal wall siding, causing the damage. Refer to Photos 7 and 8 in Appendix B. The metal siding wall has a layer of vinyl faced fibreglass insulation at the inside of the metal.

3. Structural Evaluation

3.1 Assumptions and Background Data

The assumptions and background data that have been adopted for the evaluation of the existing roof structural components include the following;

1) The structural steel components at both buildings conform to CSA G40.21 Grade 300W (Yield stress is 44 ksi).
2) The current roof snow load is based on the ground snow load of 3.1 kN/m^2 (65 psf) and rain load of 0.4 kN/m^2 (8.4 psf).
3) Original drawings for the Transit building indicate that the total roof design load (unfactored) was 3.35 kN/m^2 (70 psf). The roof snow load is indicated to be 2.4 kN/m^2 (50 psf) and the total roof dead load is 0.95 kN/m^2 (20 psf). Snow accumulation is indicated on the original drawings at areas of changes in roof elevation.
4) The roof design snow load at the time of construction of the Transit building was 2.4 kN/m^2 (50 psf).
5) The current uniform roof snow loading required at the Transit building is 2.88 kN/m^2 (60 psf).
6) The existing roofing membrane weight at the Transit building is about 0.46 kN/m^2 (9.6 psf).
7) The roof snow load at the time of the original construction for the Works building was 1.92 kN/m^2 (40 psf). At the time of the reinforcing work in 1990, the roof snow load required in the Code would have been 2.63 kN/m^2 (55 psf).
8) Roof snow loading for the Works building is not indicated on the design drawings provided by to us.
9) The current uniform roof snow loading required at the Works building is 3.07 kN/m^2 (64 psf). The higher loading at this building relative to the Transit building is due to an increased accumulation factor because of the relatively large roof area.

The structural evaluation of the roofing systems at each building are outlined in the following sections. The evaluation is presented in terms of the percent utilization which is the relative proportion of the strength of a section to the required force or load effect. Utilization greater than 100% indicates that the structural component is over loaded, or overstressed, under the required loading.

3.1.1 Transit Building

The existing structural steel trusses in the Repair bay have a utilization of 105% and 108% (for the two different trusses) under the current snow loading with no additional solar panels or snow accumulation. It is concluded that additional loading can not be introduced in the Repair bay area without significant strengthening of the steel trusses. The utilization of the structural steel columns is well below 100% with the current snow loading and the loading of new solar panels. The existing foundations will have bearing stresses in the range of 150 kPa and although the foundation design strength of the existing soils is not indicated on the drawings, this level of stress is considered acceptable.

The existing structural steel trusses in the Storage bay have a utilization of 95% under the current snow loading with no additional solar panels or snow accumulation. There is some reserve capacity for the support of solar panels on this roof. If the existing roof membrane is removed and replaced with a lighter weight system (for instance a PVC membrane with polyurethane or isocyanurate insulation), the existing roof trusses and structural steel beams are considered adequate to support the weight of the panel system. The existing trusses and beams are not considered adequate to support additional snow accumulation loading and so the solar panel system should be installed so as not cause additional snow accumulation. Conceptual Sketches of a solar panel system can be found in Appendix C.

3.1.2 Works Building

With the increase in snow loading required by the Code from the 1990 upgrading and the current requirement, the existing roof structure is not considered adequate to support an array of solar panels throughout the roof area. In addition to the capacity of the roof structure, it has been determined that the loading on the pile foundations has increased relative to the original design loading and several pile locations are theoretically overloaded relative to the original capacity.

For instance, the pile loading indicated for Column Line 19 (the south wall of the building) for Lines B though K indicate an original pile load of 374 kN (84 kips). This would indicate that a single pile was provided at each column grid line since the original design load of the pile was 444.8 kN (100 kips). However, with the current higher snow loading requirements the pile loading will be increased to 516 kN (116 kips). While the pile foundation is likely adequate for the increased loading above its original design, we would not recommend any solar installation that will significantly increase the loading on the existing pile system.

During our visual review of the roof structure, it was noted that the installed reinforcing does not match the details on the reinforcing drawings at the connection of the beam above the central column (Column Line 13). The as-built detail will develop significantly less strength relative to the detail indicated on Drawing S-2. It is not known to us if the drawings provided were the final set, although the drawings are sealed and signed. Alternatively, we do not know if the designer of the reinforcing (Robert Halsall and Associates) modified the design or approved of the change at the connection. Our visual review confirmed that the depth of the steel beams vary and are tapered to provide a deeper beam at the centre column support contrary to the Halsall drawings which show a uniform depth beam. The calculated capacity of the actual, deeper beam section exceeds the capacity of the uniform depth portion of the beam (including the reinforced section) that the drawings indicate. On the basis of our structural evaluation and review, the strength of the structural frame is considered adequate with respect to current snow load requirements at the location of the discrepancy in the detail.

3.1.3 West End Community Centre

The new WECC has been designed in conformance with the current Code and an allowance is included in the design of the pre-engineered roof support structure for solar panels. Since the new roof structure has been designed to support a solar panel system AECOM's structural review scope did not include for a further evaluation of the building structure with respect to the proposed panels.

4. Electrical Connection System

4.1 Grid Connection

A review of the possible grid connection options at each building has been carried out. An on-site review of various connections options was carried out and a preliminary review of the system connections was done with the local PUC with respect to connection of the systems at the Transit building and the Works garage building. As a result of these reviews a recommendation of the most feasible connection was developed. A description of the suggested connection for each building follows.

4.1.1 Transit Building

The solar generating system will require one or two inverters to provide part of the conditioning of the power prior to feeding in to the grid. The inverter(s) typically generate some heat during operation. In reviewing the existing electrical room layout and options for equipment to be installed in the room, it was determined that a better installation would involve placing the inverters in a location outside the electrical room and extending the connection of the solar panel system directly to the existing transformer located at the north side of the building. This will involve a separate electrical meter that will be considered as a separate service to the facility.

Installing the electrical equipment in a separate location from the electrical room will avoid difficulties with trying to fit the new equipment into the room and will avoid the need to install a cooling system for the room (the existing air conditioning unit would not be large enough for the current heating load plus the new inverter cooling load).

4.1.2 Works Building

The electrical room is located in the north-west corner of the building and is some distance from the proposed electrical generating equipment. In addition, there is very little space in the room for the required equipment, and there is no cooling system. It is recommended that the electrical inverters and related equipment for the solar generating system be installed in a separate location from the existing electrical room. Further, it is recommended that the connection of the solar system to the grid be done at the transformer near the north-west side of the site.

The most feasible installation will involve installing the inverters and panel protection components on a wall space near the south-west corner of the building and then extending the new service conductors along the exterior of the building to the north-west corner, then underground to the transformer. While a connection in the existing electrical room may be possible, there are concerns that the existing switchgear, fuses, breakers and connections will not be suitable for the additional electrical loading of the solar panel system. The location of the inverters should be in a location that is relatively clean (dust free), protected from damage and accessible. The most suitable location may be outside the building however this would be determined during detailed design.

4.1.3 West End Community Centre

The design of the new building has considered the installation of a solar panel system on the roof over the soccer fields. The electrical drawings also specify in the notes related to the main service equipment that room for additional

lugs is to be provided for connection of future solar generating equipment. The design intent is therefore considered to include for connection of a solar generating system within the new electrical room. Should the solar generating system be selected for this building a layout of equipment in the electrical room with space for the required inverter and control equipment should be considered. This would be done as part of the construction process and should not cause additional costs for either the building contract, or the solar generating system.

5. Estimated Costs

5.1 Estimated Costs

For each of the roof areas at the Transit building, and the south wall with a limited area of panels on the Works building, the areas that are considered suitable to install an array of solar panels have been determined. Preliminary estimated costs for the solar systems have been developed on the basis of the systems described previously. Cost estimates do not include HST.

The solar panel system electrical generation is based on PVWatts program for these sites. The calculator is available at http://rredc.nrel.gov/solar/calculators/PVWATTS/version1. It is noted that the generation estimates are based on several assumptions [slope of the panels, exact orientation (due south is assumed for all buildings), snow free cover on the panels except as noted], and the final exact output of the system may vary from the estimated generation that is provided by the calculator program.

5.1.1 Transit Building

The Repair bay roof area is partially shaded by an adjacent building on the property beside the Transit building site. For a panel installation, it is suggested that the solar panels be installed in the area between Column Lines B and E, from Lines 2 to 7. This roof area will experience some shading, however not as much as the south bay between Lines A and B. The panel installation on the Repair bay area is structurally feasible if the panels are installed on a separate elevated structure and no snow accumulation is added to the existing roof structure. This will require extensions of the existing steel columns along Lines B and E, and a separate structural system constructed above the existing roof level.

Installation of solar panels on the Storage bay is considered structurally feasible since the weight of the panels can be supported by the existing roof structure. However, the roof structure cannot support additional loading caused by an increase in snow accumulation, and so the panel installation must be configured so that additional snow accumulation does not occur. This will require that the panels are installed on frames that elevate the panels approximately 2 m above the roof elevation to avoid snow accumulation. The height may be modified during detail design, particularly if further guidance is provided in the commentary to the structural requirements of the Code. The support of a solar panel system on the existing structure is also based on a roof replacement system that weighs less than the existing built up asphalt and felt membrane with gravel surface. Conceptual Sketches of a solar panel system can be found in Appendix C.

On the basis of our structural review, and a review of the available roof area, it is estimated that a solar panel system with a total capacity of approximately 160 kW can be installed on the roof areas of the Transit building. The overall system would include 40 kW of panels installed over the Repair bay, and 120 kW of panels installed above the Storage bay. A description of the estimated cost for the solar generating system is provided in Table 1 on the following page.

Table 1: Estimated Costs of Solar System Installation at Transit Building

Item	Description	Estimated Cost ($)
1	Supply of solar panels	550,000
2	Elevated structure at Repair bay, column extensions, columns, beams and bracing	220,000
3	Roof curbs and framing systems at Storage bay.	230,000
4	Installation	230,000
5	Inverters and related equipment	110,000
6	ESA Permit	10,000
7	PUC Connection	40,000
8	Service trenching and reinstate landscaping	20,000
9	Roof Replacement at Storage and Repair bays.	620,000
10	Sub-total	2,030,000
11	Contingency	200,000
12	Consulting services	200,000
	TOTAL ESTIMATED SYSTEM COST- TRANSIT BUILDING	**2,430,000**

Within the overall total cost, it is estimated that the 160 kW solar panel system will cost $1,650,000 not including the roof replacement costs but including allowances for contingencies and engineering. The anticipated annual generation should be 187,000 kWhrs for anticipated annual revenue of about $133,000. The straight line pay back period is 12.4 years not including the influence of interest costs.

The estimated capital cost includes an allowance of $780,000 (including contingencies and engineering) for replacement of the existing roofing systems at the repair bay and storage bay. It is understood that this cost will be considered by the City for the Transit building and the roof replacement work is planned within the next year or two. We note that the roof is deteriorating and replacement should be considered as soon as possible before leaking becomes a significant problem.

5.1.2 Works Building

Since the roof area of the Works building is not considered structurally suitable for an array of panels a system of panels installed on the south wall has been considered. It is estimated that up to three rows of panels can be installed along the south wall of the Works garage building. In addition, two rows of panels along the south edge of the roof are considered to be acceptable structurally. On this basis a solar generating facility with a capacity of 60 kW can be provided. A description of the estimated cost for the solar generating system is provided in Table 2 on the following page. Conceptual Sketches of a solar panel system can be found in Appendix C.

Table 2: Estimated Costs of Solar System Installation at Public Works Building

Item	Description	Estimated Cost ($)
1	Supply of solar panels	225,000
2	Roof curbs and framing systems	90,000
4	Installation	90,000
5	Inverters and related equipment	57,000
6	ESA Permit	10,000
7	PUC Connection	20,000
8	Service trenching and reinstate landscaping	20,000
9	Roof gutter	10,000
10	New wall cladding system including liner, insulation and exterior siding	180,000
9	Sub-total	702,000
10	Contingency	70,000
11	Consulting services	70,000
	TOTAL ESTIMATED SYSTEM COST- WORKS BUILDING	**842,000**

It is estimated that the 60 kW solar panel system, not including the wall upgrading will cost $626,000. The anticipated annual generation should be 66,000 kWhrs for anticipated annual revenue of about $47,000. The straight line pay back period is 13.3 years, not including the influence of interest costs.

The estimated capital cost includes an allowance of $216,000 (including contingencies and engineering) for the replacement of the building wall system. The replacement wall system is proposed to include an interior steel liner, insulation and new exterior prefinished metal siding supported on sub-girts. The detail at the top of the wall will need to be modified to accommodate the increased thickness of the wall system. Details of the new wall system, modified flashings at the top of the wall, ice guards and possible new eave gutter would need to be developed as part of the detailed design of the new wall system.

5.1.3 West End Community Centre

The south facing roof area over the soccer fields at the WECC is approximately 65 m by 32 m. Two small areas near the lower corners of the roof are specified to have ice dams installed above the exit doors, and so these areas are not available for installation of solar panels. We have considered that the available roof area will be covered approximately to 80% of the actual area to allow for walkways between array areas to facilitate future maintenance of the panels. The calculated area available for panels will allow a solar system with a capacity of about 240 kW. A description of the estimated cost for the solar generating system is provided in Table 3 on the following page.

Table 3: Estimated Costs of Solar System Installation at West End Community Centre

Item	Description	Estimated Cost ($)
1	Supply of solar panels	720,000
2	Roof mounting clips, cabling and related materials	168,000
3	Installation	192,000
4	Inverters and related equipment	132,000
5	ESA Permit	10,000
6	PUC Connection	25,000
7	Sub-total	1,247,000
8	Contingency	125,000
9	Consulting services	90,000
	TOTAL ESTIMATED SYSTEM COST- WECC BUILDING	**1,462,000**

The roof slope is 2 in 12, or approximately 9.5^{o}. At this slope, it is anticipated that snow may not slide or blow off the panels easily. It is also not practical to clean snow off the array of panels for this size of installation. In developing the potential electrical generation of a solar system, we have assumed that the roof is snow covered for the months of December, January, February and March. This is considered to be a fairly conservative assumption, since snow cover may not occur fully during this period and actual generation may be higher. It is noted that the months of winter are typically the months of low generation since sunlight hours are low, and the effect of the snow cover assumption reduces the overall generation by only about 24%.

As noted, it is estimated that the 240 kW solar panel system will cost $1,462,000. The anticipated annual generation should be 197,400 kWhrs for anticipated annual revenue of about $140,700. The straight line pay back period is 10.4 years not including the influence of interest costs.

6. Conclusions and Recommendations

6.1 Conclusions

Based on our visual inspection of the roofing and building components, the structural evaluation, and the building drawings that were available, we have developed the following conclusions with respect to installing solar generating panels on the buildings.

6.1.1 Transit Building

1) Installation of solar panels on the Repair Bay roof is only feasible if the panels are installed on a separate elevated structure and no snow accumulation is added to the existing roof structure. Extending the existing columns will be required at the Repair Bay and a separate elevated structure is needed.
2) The Repair bay roof area is partially shaded by an adjacent building on the property beside the Transit building site. For a panel installation, it is concluded that the solar panels should be installed in the area between Column Lines B and E, from Lines 2 to 7.
3) Installation of solar panels on the Storage bay is considered structurally feasible since the weight of the panels can be supported by the existing roof structure. The roof structure cannot support additional loading caused by an increase in snow accumulation, the panel installation must be configured so that additional snow accumulation does not occur. Support of a solar panel system on the existing structure is based on a roof replacement system that weighs less than the existing built up asphalt and felt membrane with gravel surface.
4) It is estimated that a solar panel system with a total capacity of approximately 160 kW can be installed on the roof areas of the Transit building. The overall system would include 40 kW of panels installed over the Repair Bay, and 120 kW of panels installed above the Storage bay. It is noted that the final output capacity of the system may differ depending on the final design and layout of the solar generating system.
5) The existing roofing membranes are in poor condition and should be replaced in the near future. It is understood that the City is planning on major rehabilitation of the roofing and the specifications for this work have been prepared. It is recommended that the roof replacement be completed as part of, or prior to, the solar system installation. The roofing could be done after the solar panels are installed, however this can lead to problems with the roof replacement if the panels are installed first. Details of the replacement roofing should be developed in conjunction with the solar panel system design to incorporate the panel system supports with the required roof details and flashings.
6) The deterioration of the brick masonry parapet walls above the office roof appear related to flashing leaks into the brick, with freezing and the related spalling and splitting of the masonry. The history of the brick deterioration related to the roof replacement work is not known at this time. However, repairs to the parapet brick should be completed before the masonry deteriorates further and progresses to the point of pieces of brick falling from the wall. After the masonry is repaired (by replacing cracked and broken brick and pointing cracked joints), the roof flashings should be repaired, or modified as needed to prevent further deterioration of the masonry.

6.1.2 Works Building

1) The existing roof structure is not considered adequate to support new roof mounted solar panels using any type of support system across the area of the roof. Both the existing structural steel frames, and the pile foundations will be theoretically over loaded, and so significant new equipment loading should not be considered.
2) The existing metal siding south wall is in poor condition and provides little insulation since the insulation is squeezed at each girt support. The wall system should be upgraded with a new insulated metal siding system, incorporating improved insulation at the interior and new siding. To protect the siding system, a system of ice guards should be considered at the roof to prevent sliding snow and ice from falling from the roof and causing further damage.
3) As part of upgrading the south wall, we have considered installation of solar panels on the wall. In conjunction with the panels on the wall, and considering that a series of snow guards is required at the roof, we have also considered installation of up to two rows of panels on the roof, along the south edge of the roof. The weight of the panels and support frames is not overly significant, and is considered to be acceptable structurally as long as the weight is distributed along the edge of the roof, primarily above the column supports.
4) It is concluded that up to three rows of panels can be installed along the south wall and two rows of panels can be installed along the south edge of the roof. A solar generating facility with a capacity of about 60 kW can be provided. It is noted that the final output capacity may be different depending on the final design and layout of the solar generating system.

6.1.3 West End Community Centre

1) The proposed new roof structure is designed to support the weight of a solar generating system with the panels supported on the metal standing seams. Further, the main electrical equipment is considered to be suitable for connecting a solar generating system. These considerations make the installation of a solar system a good option for the building.
2) It is concluded that a solar system with a capacity of about 240 kW can be installed at the south facing roof area of the soccer fields. The capital cost of the proposed solar installation including a contingency and engineering costs provide a payback of about 10.4 years.

6.2 Recommendations

On the basis of the structural review of the existing roofing systems at the Transit and Works garage buildings, the relative viability of installing electrical generating solar panels has been determined. It is concluded that solar panel installations are feasible, within the guidelines noted previously at each building.

The estimated costs and revenue for the solar panel generating systems are presented in the preceding sections for the Transit, Works and West End Community Centre buildings. It is recommended that the City review the costs and potential revenue to determine if the financial investment and pay back is viable and economically feasible within guidelines established by the City for these types of projects. It is noted that the most attractive potential solar generating system would be installed at the West End Community Centre where the structure has been designed for a solar generating facility and installation costs are lower relative to the costs for the other two facilities.

In addition to the solar panel installations noted previously, there are several items of recommended work that should be completed to address concerns that were noted during our inspections. These items of work that are recommended include:

6.2.1 Transit Building

1) The roof flashings and deteriorated brick masonry walls around the office roof should be repaired to prevent the possibility of brick falling from the wall.
2) Replacement of the roof membranes at the Repair and Storage bay areas should be considered in the next 1 to 2 years. The estimated costs and roof replacement details have been developed separately by the City and details of this work are not included within the scope of our solar review.

6.2.2 Works Building

1) If the solar panel system described previously, including the wall upgrade, is not implemented, the existing south wall metal siding system should be replaced.

6.2.3 West End Community Centre

1) No recommendations related to the facility (that are not related to the solar system) have been considered since the building is not constructed at this time.

Appendix A

FIT Price Schedule

August 13, 2010

Feed-In Tariff Prices for Renewable Energy Projects in Ontario August 13, 2010			
Renewable Fuel	**Size tranches**	**Contract Price ¢/kWh**	**Escalation Percentage[5]**
Biomass[1,2]			
	≤ 10 MW	13.8	20%
	> 10 MW	13.0	20%
Biogas[1,2]			
On-Farm	≤ 100 kW	19.5	20%
On-Farm	> 100 kW ≤ 250 kW	18.5	20%
Biogas	≤ 500 kW	16.0	20%
Biogas	>500 kW ≤ 10 MW	14.7	20%
Biogas	> 10 MW	10.4	20%
Waterpower[1,2,3]			
	≤ 10 MW	13.1	20%
	> 10 MW ≤ 50 MW	12.2	20%
Landfill gas[1,2]			
	≤ 10MW	11.1	20%
	> 10 MW	10.3	20%
Solar PV			
Rooftop	≤10 kW	80.2	0%
Rooftop	> 10 ≤ 250 kW	71.3	0%
Rooftop	> 250 ≤ 500 kW	63.5	0%
Rooftop	> 500 kW	53.9	0%
Ground Mounted	≤ 10 kW	64.2	0%
Ground Mounted[2, 4]	> 10 kW ≤ 10 MW	44.3	0%
Wind[2]			
Onshore	Any size	13.5	20%
Offshore	Any size	19.0	20%

[1] Peak performance factor applies.
[2] Aboriginal price adder and community price adder eligible as outlined in the posted FIT price schedule.
[3] In the case of an incremental waterpower project, the incremental project, together with the existing generating facility to which it is incremental, cannot exceed 50 MW.
[4] In the case of an incremental solar project, the incremental project together with the existing generating facility to which it is incremental cannot exceed 10 MW.
[5] The percentage escalated will be applied to eligible renewable fuels as calculated in Exhibit B of the FIT contract.

Appendix A: Maximum Aboriginal Price Adder and Maximum Community Price Adder*:

Renewable Fuel	Wind	PV (Ground Mounted)	Water	Biogas	Biomass	Landfill Gas
Maximum Aboriginal Price Adder (¢/kWh)	1.5	1.5	0.9	0.6	0.6	0.6
Maximum Community Price Adder (¢/kWh)	1.0	1.0	0.6	0.4	0.4	0.4

* The percentage of the Maximum Aboriginal Price Adder or Maximum Community Price Adder added to the Contract Price is based on the Aboriginal or Community Participation Level as defined in the FIT Rules.

Appendix B

Photographs



Photo 1. View of south portion of the Repair bay roof. Note asphalt bleed-through, corroded metal flashings.



Photo 2. Roof over Storage bay. Note asphalt along lines of insulation indicating thin gravel protection. Numerous areas of ridging and blisters were noted.



Photo 3. Exposed and deteriorated felt membrane along west side of Storage bay area.



Photo 4. Typical ridging on Storage bay area. Ridging and blisters were brittle and easily damaged causing cracking of the membrane.

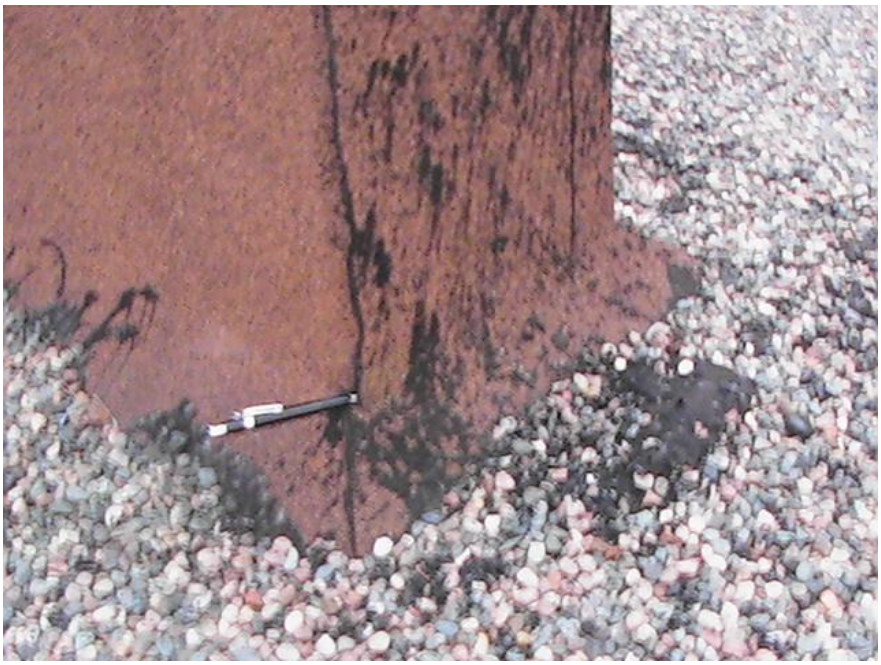


Photo 5. Gaps and weathering at roof curb above office area.



Photo 6. Deterioration of masonry at curbs and parapet walls above office area.



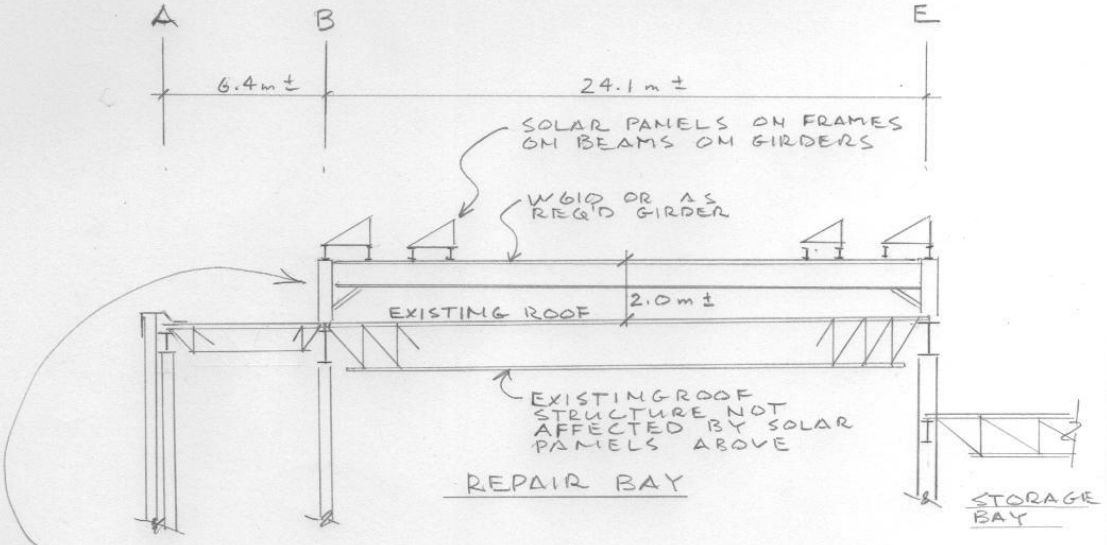
Photo 7. South wall of Works building. Note damage to cladding and corrosion.



Photo 8. South wall of Works building. Note wall height is shorter at far end (east) due to rising grade level.

Appendix C

Conceptual Sketches



SECTION - REPAIR BAY

NOTE - EXISTING WALLS, FINISHES ROOFING AND FLASHINGS NOT SHOWN FOR CLARITY
- ELEVATED SUPPORT STRUCTURE ABOVE ROOF WITH NO RESULTING SNOW ACCUMMULATION

PROJECT: ROOFTOP SOLAR SYSTEMS
CITY OF SAULT STE. MARIE
FEASIBILITY STUDY

No.	DATE	BY	ISSUES / REVISIONS
1			

DRAWN BY:	CHECKED BY:	PROJECT No. :
C.H		60164558
DESIGNED BY:	APPROVED BY:	DRAWING No.
		SK-S1
SCALE: NTS	DATE: JAN/2011	

AECOM

DRAWING: CONCEPT FOR ELEVATED STRUCTURAL SUPPORT AT REPAIR BAY
TRANSIT SERVICES

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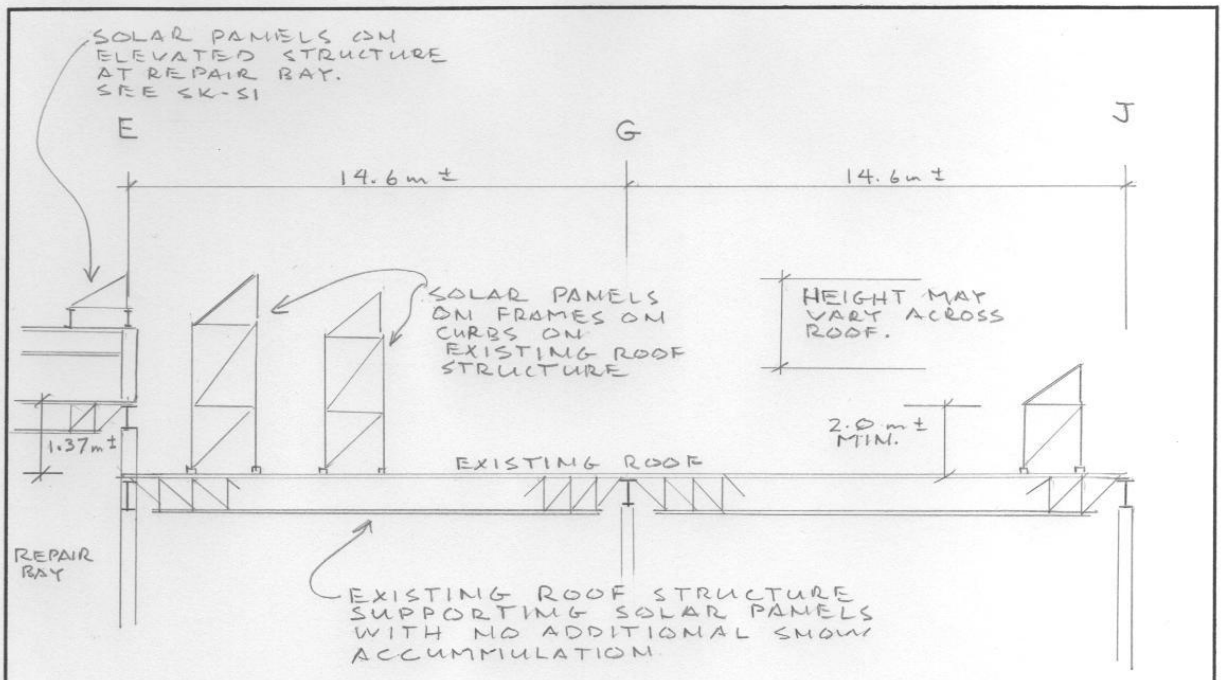

SECTION - STORAGE BAY

NOTE - EXISTING WALLS, FINISHES ROOFING AND FLASHINGS NOT SHOWN FOR CLARITY.

PROJECT: ROOFTOP SOLAR SYSTEMS CITY OF SAULT STE. MARIE FEASIBILITY STUDY

No.	DATE	BY	ISSUES / REVISIONS
1			

DRAWN BY:	CHECKED BY:	PROJECT No. :
C.H		60164558
DESIGNED BY:	APPROVED BY:	DRAWING No.
		SK-S2
SCALE: NTS	DATE: JAN/2011	

AECOM

DRAWING: CONCEPT FOR SUPPORT FRAMES AT STORAGE BAY TRANSIT SERVICES

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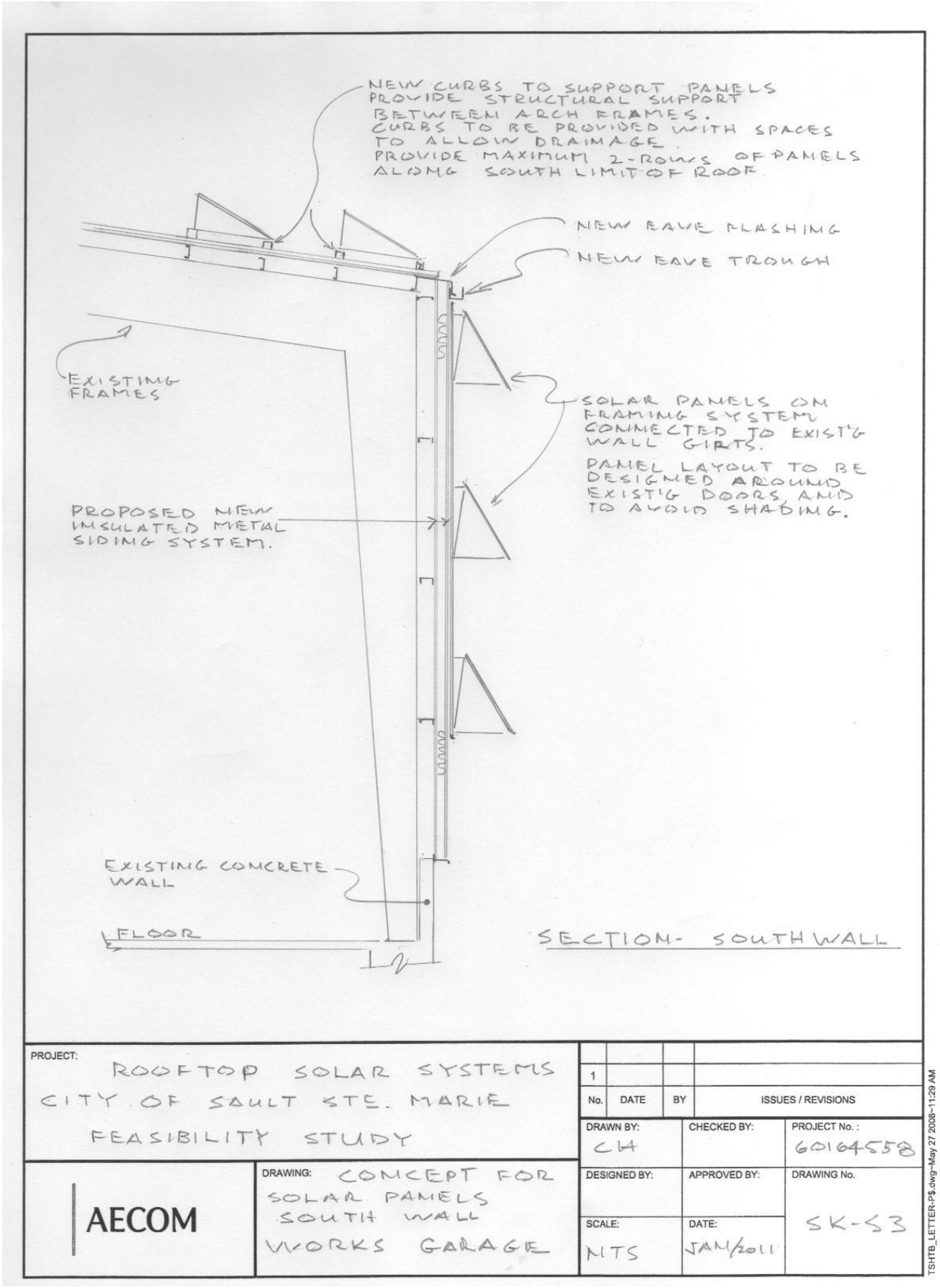
NEW CURBS TO SUPPORT PANELS PROVIDE STRUCTURAL SUPPORT BETWEEN ARCH FRAMES.
CURBS TO BE PROVIDED WITH SPACES TO ALLOW DRAINAGE.
PROVIDE MAXIMUM 2-ROWS OF PANELS ALONG SOUTH LIMIT OF ROOF
NEW EAVE FLASHING
NEW EAVE TROUGH
EXISTING FRAMES
SOLAR PANELS ON FRAMING SYSTEM CONNECTED TO EXIST'G WALL GIRTS.
PANEL LAYOUT TO BE DESIGNED AROUND EXISTG DOORS, AND TO AVOID SHADING.
PROPOSED NEW INSULATED METAL SIDING SYSTEM.
EXISTING CONCRETE WALL
FLOOR
SECTION- SOUTH WALL
PROJECT:
ROOFTOP SOLAR SYSTEMS
CITY OF SAULT STE. MARIE
FEASIBILITY STUDY
1
No. DATE BY ISSUES / REVISIONS
DRAWN BY: CH
CHECKED BY:
PROJECT No. : 60164558
DESIGNED BY:
APPROVED BY:
DRAWING No. SK-53
SCALE: NTS
DATE: JAN/2011
AECOM
DRAWING: CONCEPT FOR SOLAR PANELS SOUTH WALL V.WORKS GARAGE
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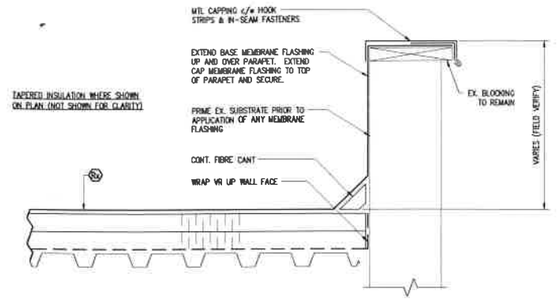
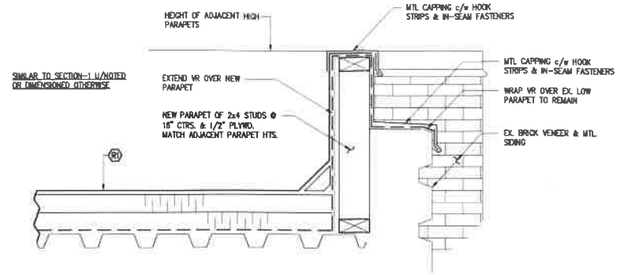


1 / R5 TYPICAL PARAPET DETAIL
SCALE 1.5"=1'-0"



2 / R5 TYPICAL PARAPET DETAIL
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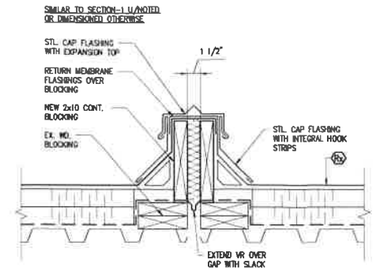
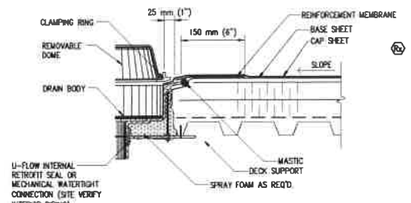
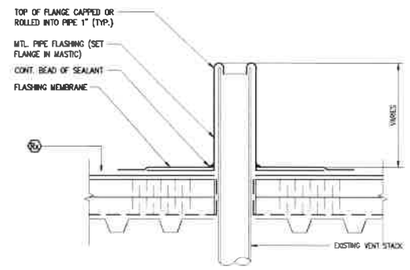


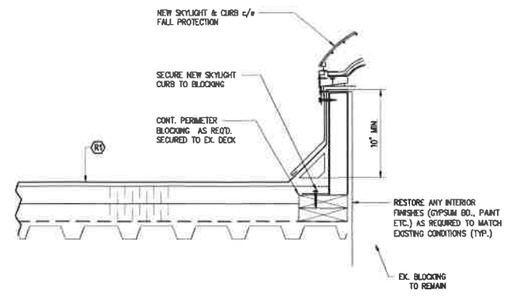
3 / R5 EXPANSION JOINT DETAIL
SCALE 1.5"=1'-0"



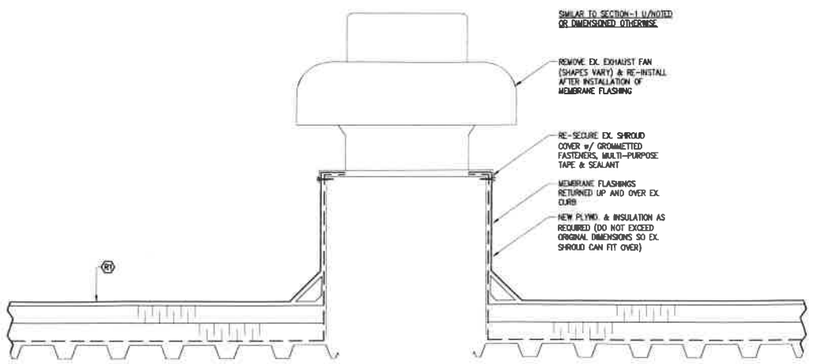
4 / R5 AREA DRAIN DETAIL
SCALE 1.5"=1'-0"



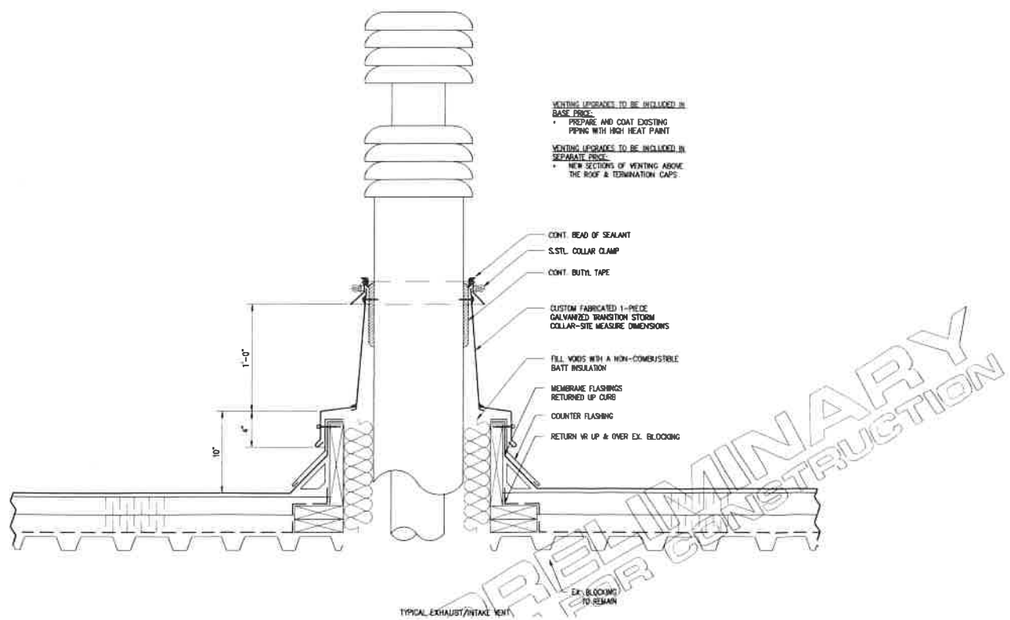
5 / R5 COLD PLUMBING VENT DETAIL
SCALE 1.5"=1'-0"



6 / R5 TYPICAL SKYLIGHT DETAIL
SCALE 1.5"=1'-0"



7 / R5 TYPICAL DUCT/EXHAUST DETAIL
SCALE 1.5"=1'-0"



PRELIMINARY NOT FOR CONSTRUCTION

STEN ENGINEERING GROUP

SEAL:

SEAL:

CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Hurson Street

SCALE: noted | FORM SIZE: 36x24
PLOT SCALE: 1
PROJECT: 18106
DRAWING #: 18106-R1
CAD FILE: 18106 R1-R4
DRAWN: mlc DATE: June 2018
DESIGNED: mlc DATE: July 2018

DRAWING:
General Arrangement
Legend & General Notes

FOR DWG. R3 FOR CONTINUATION

RE-USE & MODIFY ANY STL. SIDING LOCATED ON PARAPETS. (TYP.)

CONC. PAVERS

PAINT EX. STL. ACCESS LADDER

TYP. @ WALLS

SAWTOOTH CRICKETS (2% SLOPE) ON SLOPING STRUCTURAL DECK (TYP.)

ROOF DECK SLOPE

CONT. EXP. JOINT

ROOF AREA-3a

ROOF AREA-3b

ROOF AREA-3c

REMOVE AND REINSTALL EX. RECEPTACLES

PAINT EX ROOF HATCH

BACK SLOPE INSULATION (TYP. ALL PENETRATIONS GREATER THAN 24" WIDE) ALL NOT SHOWN FOR CLARITY

RTU

PP

EXH.

NEW ACCESS LADDER SEE SECTION-2/R6

NEW 36x36" SKYLIGHTS (TYP.-3)

REMOVE ALL REDUNDANT SIGN HOLDERS (TYP.)

COMPRESSOR FRESH AIR

VENT FLASHING

PAINT EX. LINE & PROVIDE NEW SUPPORTS AS REQUIRED

Roofing Plan Area-3

SCALE: 1/8"=1'-0"

1. DISCONNECT GAS PIPING TO UNITS IN ORDER TO LIFT AND FLASH OVER EX. CURB. RE-CONNECT GAS PIPING WITH NEW DRIP POCKET AND ANY OTHER UPGRADES REQUIRED TO MEET CURRENT NATURAL GAS AND PROPANE INSTALLATION CODE.
2. REMOVE EX. STL. SIDING AND SALVAGE. APPLY NEW WATERPROOFING AS SHOWN ON SECTION AND RE-INSTALL EX. SIDING. MODIFY HEIGHT AS REQUIRED TO SUIT NEW ROOFING ELEVATIONS. (TYP. ENTIRE LENGTH OF LOW-HIGH WALLS)

STEM ENGINEERING GROUP

SEAL:

SEAL

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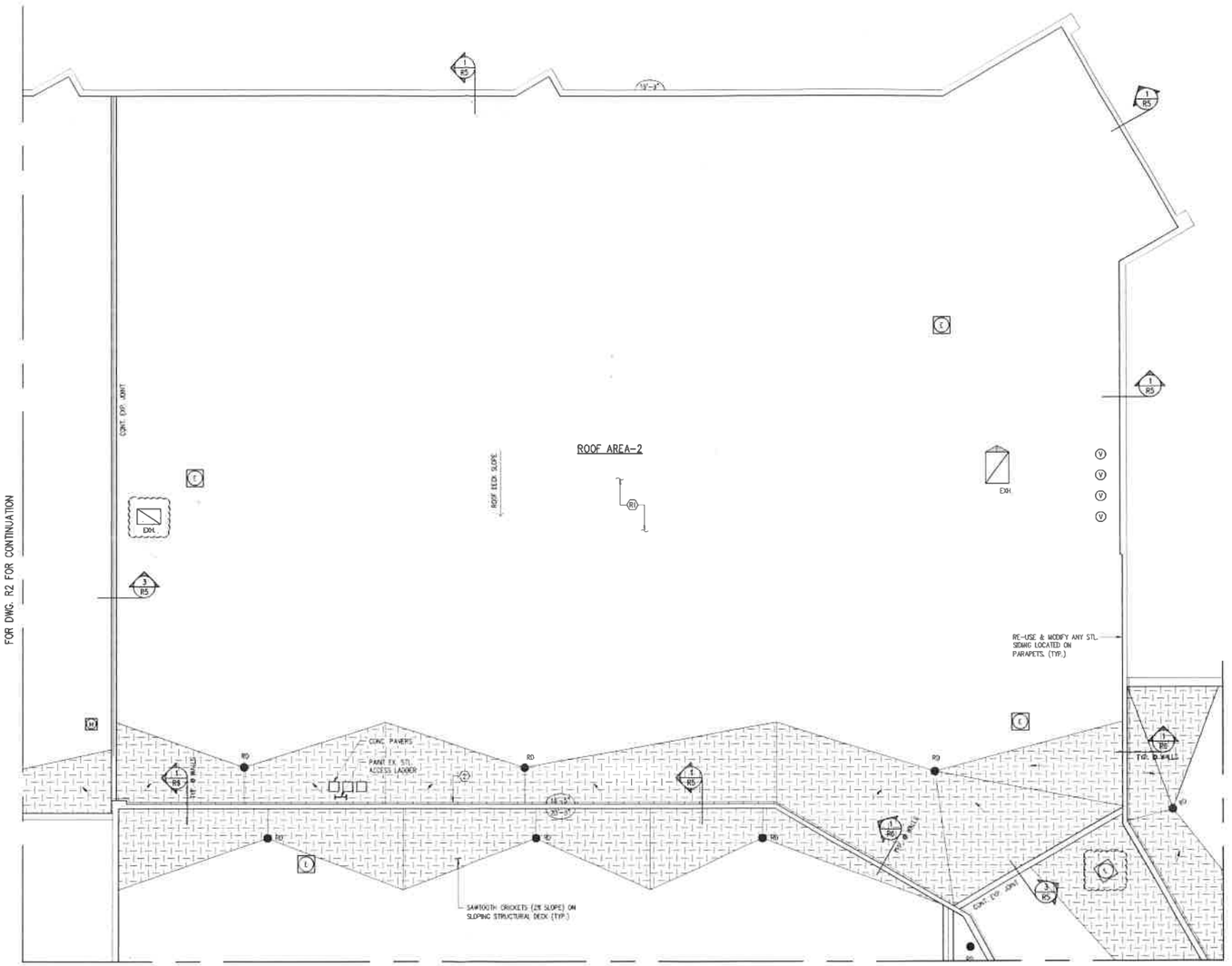
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Hurson Street
Sault Ste Marie, ON

SCALE: noted | FORM SIZE 36x24
PLOT SCALE: 1
PROJECT 18106
DRAWING # 18106-R1
CAD FILE: 18106 R1-A4
DRAWN: mlc DATE: June 2018
DESIGNED: mlc DATE: July 2018
CHECKED: gjb DATE: Not Yet

NG:
ofing Plan Area-3



Roofing Plan Area-2

SCALE: 1/8"=1'-0"

1. DISCONNECT GAS PIPING TO UNITS IN ORDER TO LIFT AND FLASH OVER EX. CURB. RE-CONNECT GAS PIPING WITH NEW DRIP POCKET AND ANY OTHER UPGRADES REQUIRED TO MEET CURRENT NATURAL GAS AND PROPANE INSTALLATION CODE.
2. REMOVE EX. STL. SIDING AND SALVAGE. APPLY NEW WATERPROOFING AS SHOWN ON SECTION AND RE-INTALL EX. SIDING. MODIFY HEIGHT AS REQUIRED TO SUIT NEW ROOFING ELEVATIONS. (TYP. ENTIRE LENGTH OF LOW-HIGH WALLS)

STEM ENGINEERING GROUP

SEAL:

SEAL

CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Hurson Street
Sault Ste Marie, ON

SCALE:	noted
PLOT SCALE:	1
PROJECT:	18106
DRAWING #:	18106-R1
CAD FILE:	18106 R1-R4
DRAWN:	mlc
DESIGNED:	mlc
CHECKED:	rgp

FORM SIZE: 36x24
DATE: June 2018
DATE: July 2018
DATE: Not Yet

DRAWING:
Roofing Plan Area-2

#
R3

ABBREVIATIONS

ABV	ABOVE
ADD'L	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AVB	AIR/VAPOUR BARRIER
BD	BOARD
BUR	BUILT-UP ROOFING
CL	CLEAR
COL	COLUMN
CONC.	CONCRETE
CONT	CONTINUOUS
COV	COVER
CTRS	CENTRES
c/#	COMPLETE WITH
Dp.	DEEP
DWGS	DRAWINGS
ELEV/EL	ELEVATION
EPDM	ETHYLENE PROPYLENE DIENE MONOMER (RUBBER)
EX.	EXISTING
FND	FOUNDATION
FLR	FLOOR
Ga.	GAUGE
HORIZ	HORIZONTAL
HT.	HEIGHT
HVAC	HEATING, VENTILATION, AIR-CONDITIONING
INT	INTERIOR
Lg.	LONG
m2	SQUARE METERS
MAT'L	MATERIAL
MECH	MECHANICAL/MECHANICALLY
MOD-BIT.	MODIFIED BITUMEN
MTL	METAL
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OP./OPEN.	OPENING
OSB	ORIENTED STRAND BOARD
PLYWD	PLYWOOD
PRE-ENG	PRE ENGINEERED PRODUCT
PP	PITCH POCKET
PT	PRESSURE TREATED
PTS	POINTS
RD	ROOF DRAIN
REINF	REINFORCED
REQ'D	REQUIRED
RTU	ROOF TOP UNIT
RWL	RAIN WATER LEADER
SA	SELF-ADHERED
SIM	SIMILAR
sf	SQUARE FEET
SPM	SINGLE PLY MEMBRANE
STL	STEEL
S.STL	STAINLESS STEEL
S.V.	SITE VERIFY
T/	TOP OF
THK	THICK
TYP	TYPICAL
U/	UNDERSIDE OF
UDO	UNLESS DIMENSIONED OTHERWISE
UNO	UNLESS NOTED OTHERWISE
VR	VAPOUR RETARDER
WB	WEATHER BARRIER
Wd.	WIDE/WIDTH
WP	WATERPROOFING
w/	WITH
~	APPROXIMATE

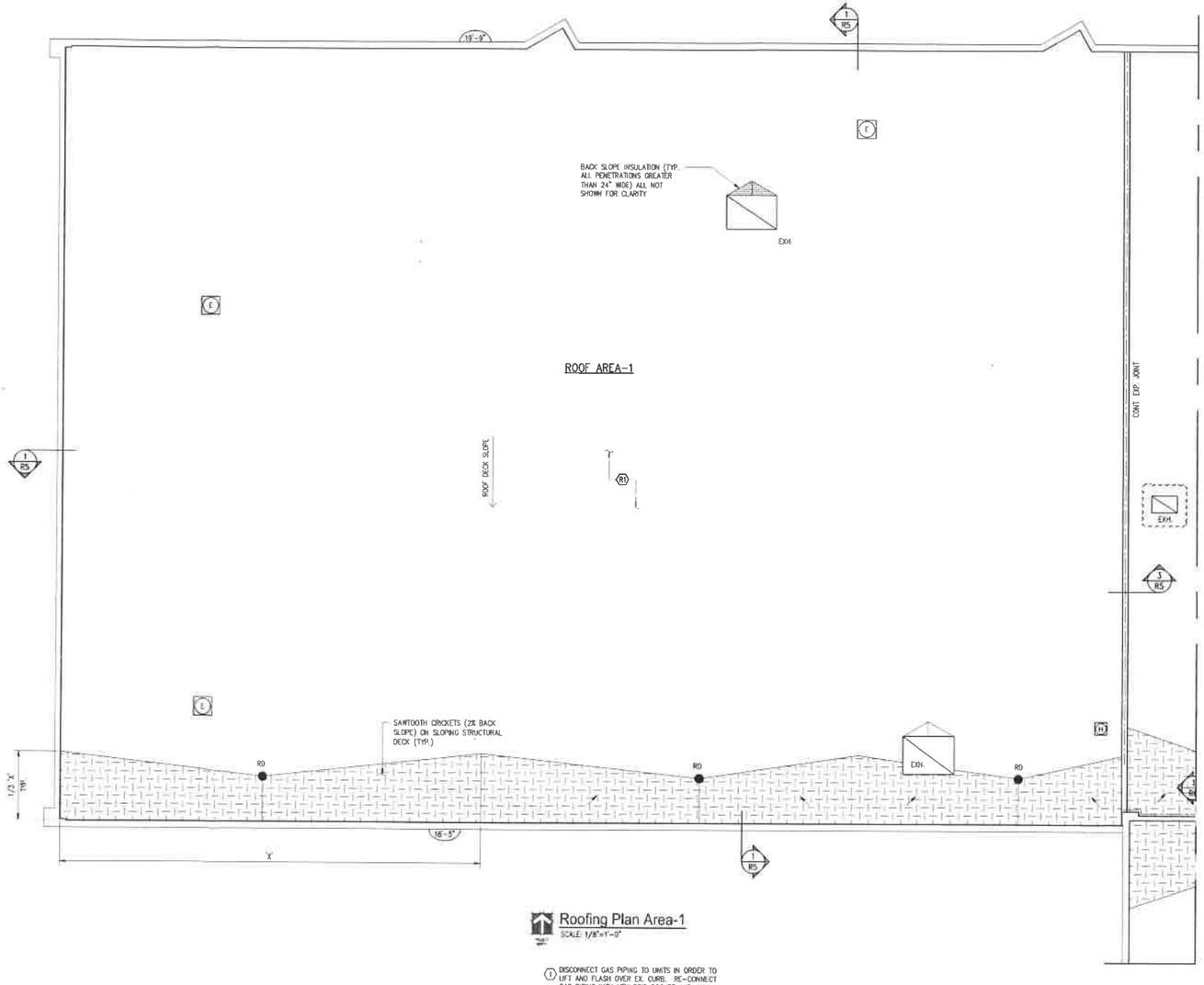
GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE 2012 PROVINCIAL BUILDING CODE (LATEST VERSION), ALL LOCAL CODES HAVING JURISDICTION AND REGULATIONS FOR CONSTRUCTION PROJECTS. ANY DISCREPANCIES SHALL BE GOVERNED BY THE MORE STRINGENT REQUIREMENTS.
2. ROOFING CONTRACTOR IS TO EXAMINE UNDERSIDE OF METAL DECK FOR ANY CONDUIT OR PIPE WHICH COULD BE DAMAGED DUE TO INSTALLATION OF FASTENERS. ADJUST FASTERN LOCTION/PATTERN TO AVOID DAMAGE TO SUCH EXISTING SERVICES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY FASTENER INSULATION.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS, INVESTIGATE DETAILS ON ROOF FOR EXISTING CONDITIONS AND REVIEW/COORDINATE SITE ACCESS.
4. ROOFING CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL MEANS AND METHODS AS THEY RELATE TO SAFETY. THEY SHALL COMPLY WITH ALL APPLICABLE LOCAL REGULATIONS AND THE OCCUPATIONAL HEALTH AND SAFETY ACT.
5. ROOF SURFACE TO REMAIN WATER TIGHT AT ALL TIMES. PROVIDE DAMMING OF STEEL FLUTES TO PREVENT MIGRATION OF WATER BELOW AREAS OF ANY ROOFING REPAIR DAMAGE TO EXISTING ROOFING DURING CONSTRUCTION AND PROVIDE TEMPORARY WATER-TIGHT TIE-INS AS REQUIRED.
6. PROTECT ALL ROOFING MATERIALS FROM THE ENVIRONMENT. STORE AND HANDLE ROOFING SHEETS IN A DRY, WELL-VENTILATED, WEATHER-TIGHT PLACE. STORE ALL ROOFING MATERIALS ON RAISED SURFACE (IE. SLEEPERS). STAND ALL ROLL MATERIALS (<4' TALL) ON END. COVER ROLL GOODS WITH A CANVAS TARPAULIN OR OTHER BREATHABLE MATERIAL (NOT POLYETHYLENE)
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL MATERIAL AND EQUIPMENT ON THE JOB SITE. IF ANY MATERIAL OR EQUIPMENT IS STORED ON THE ROOF, THE CONTRACTOR MUST MAKE SURE THAT THE INTEGRITY OF THE DECK AND ROOF STRUCTURE IS NOT COMPROMISED AT ANY TIME.
8. DO NOT APPLY ROOFING INSULATION OR MEMBRANE ON WET OR DAMP SUBSTRATES. EXISTING DECK AND FLUTES TO BE REASONABLY CLEANED/POWER SWEPT PRIOR TO INSULATION OF NEW ROOF ASSEMBLY.
9. ALL WORK TO BE COMPLETED TO A LEVEL OF ACCEPTANCE AS DETAILED ON THESE DRAWINGS. IF A CONDITION HAS NOT BEEN DETAILED, THE WORK SHALL BE COMPLETED TO A LEVEL DEEMED ACCEPTABLE BY THE CONSULTANT AND THE MANUFACTURER'S TECHNICAL REPRESENTATIVE.
10. ALL WOOD FRAMING (PLYWOOD AND BLOCKING) TO BE INSTALLED TO RESIST 300lbs. FORCE IN ANY DIRECTION.
11. ALL ROOFING WORK TO BE DONE IN COORDINATION WITH REQUIRED MECHANICAL & ELECTRICAL SUB-TRADES. COORDINATE ANY REMOVAL AND REINSTALLATION OF WORK REQUIRED WITH OTHER TRADES TO PROVIDE A CONTINUOUS ROOFING MEMBRANE. COORDINATE ANY DOWNTIME (WITH THE OCCUPANT AND CONSULTANT) 24HRS. PRIOR TO ANY DISRUPTION.
12. SHOULD WATER/MOISTURE ENTER INTO THE ROOFING ASSEMBLY (IE. BY A LEAK) ALL DAMP/WET COMPONENTS SHALL BE REPLACED IN ADDITION TO REPAIRING THE ORIGINAL LEAK. THE OWNER'S REPRESENTATIVE HAS THE RIGHT TO REQUEST AN INFRA-RED SCAN OF THE AREAS WHERE LEAKS HAVE DEVELOPED TO ENSURE ALL WET/DAMP COMPONENTS HAVE BEEN REPLACED.
13. USE PRE-FABRICATED FLASHING ACCESSORIES WHERE POSSIBLE. SITE FABRICATED MEMBRANE FLASHINGS WILL ONLY BE ACCEPTED WHERE PRE-FABRICATED ACCESSORIES ARE NOT FABRICATED OR SUITABLE FOR.
14. ALL COLOUR SCHEMES TO MATCH THE EXISTING UNLESS NOTED OTHERWISE. VERIFY WITH CONSULTANT PRIOR TO ORDERING ANY PRE-FINISHED MATERIAL.

TYPICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	REMARKS
	MTL. CAP FLASHINGS AT PERIMETER	PROVIDE MISC. SHAPES AND TIE-INS AS REQUIRED. SEE DETAIL 1/R5 & AREA SPECIFIC PERIMETER DETAILS
CONT. EXP. JOINT	CONTINUOUS EXPANSION JOINT	SEE DETAIL-3/R5
RD	AREA ROOF DRAIN	SEE DETAIL-4/R5
V	VENT STACK	COORDINATE & REMOVE ANY REDUNDANT STACKS. SEE DETAIL-5/R5
SL	SKYLIGHT	SEE DETAIL-6/R5
V V EXH	LARGE ROOF VENT	RAISE ALL UNITS (IF REQUIRED) TO ACHIEVE A MINIMUM 5" HT. FROM TOP OF CURB TO ROOFING LEVEL (TYP.) SEE SECTION-7/R5
	CONCRETE PAVERS	SEE PLAN FOR LOCATIONS
E E E	GAS LINE	SEE TABLE THIS DWG FOR SUPPORT SPACING. SEE DETAIL-6/R5. PROVIDE NEW COAT OF PAINT TO ALL PIPING USING SAFETY YELLOW.
	TAPERED INSULATION (TYP. AROUND PERIMETER & WHERE NOTED)	MIN. 2% BACK SLOPE (AGAINST SLOPING STRUCTURE) TO AREA DRAINS & ON BACKSIDE OF PROJECTIONS >2". SEE PLAN FOR LOCATIONS.
RTU	ROOF TOP UNIT	SEE REMOVABLE AND NON-REMOVABLE CURB DETAILS
	ROOF ACCESS LADDERS	SEE DWG. R6 FOR NEW ACCESS STAIR & LADDER DETAILS. RE-PAINT ALL EXISTING LADDERS & PROVIDE A STRIP OF ANTI-SLIP TAPE ON ALL TOP RUNGS (TYP.)
	TAPERED INSULATION	REFER TO PLANS FOR LOCATIONS
E	EXHAUST/INTAKE VENTING PIPE	SEE DETAIL-8/R5 FOR FURTHER INFORMATION
X'-X"	UNDERSIDE OF DECK ELEVATION	
	PENETRATION TO BE REMOVED & DECK FILLED IN	SEE DETAIL-3/R5 FOR FURTHER INFORMATION.

SITE VERIFY ALL SIZES OF DRAINS, FLASHINGS ETC. REQUIRED PRIOR TO PLACEMENT OF MATERIAL ORDER (TYP.)



Roofing Plan Area-1
SCALE: 1/8"=1'-0"

1. DISCONNECT GAS PIPING TO UNITS IN ORDER TO LIFT AND FLASH OVER EX. CURB. RE-CONNECT GAS PIPING WITH NEW DRIP POCKET AND ANY OTHER UPGRADES REQUIRED TO MEET CURRENT NATURAL GAS AND PROPANE INSTALLATION CODE.
2. REMOVE EX. STL. SIDING AND SALVAGE. APPLY NEW WATERPROOFING AS SHOWN ON SECTION AND RE-INTALL EX. SIDING. MODIFY HEIGHT AS REQUIRED TO SUIT NEW ROOFING ELEVATIONS (TYP. ENTIRE LENGTH OF LOW-HIGH WALLS)

STEM ENGINEERING GROUP

SEAL:

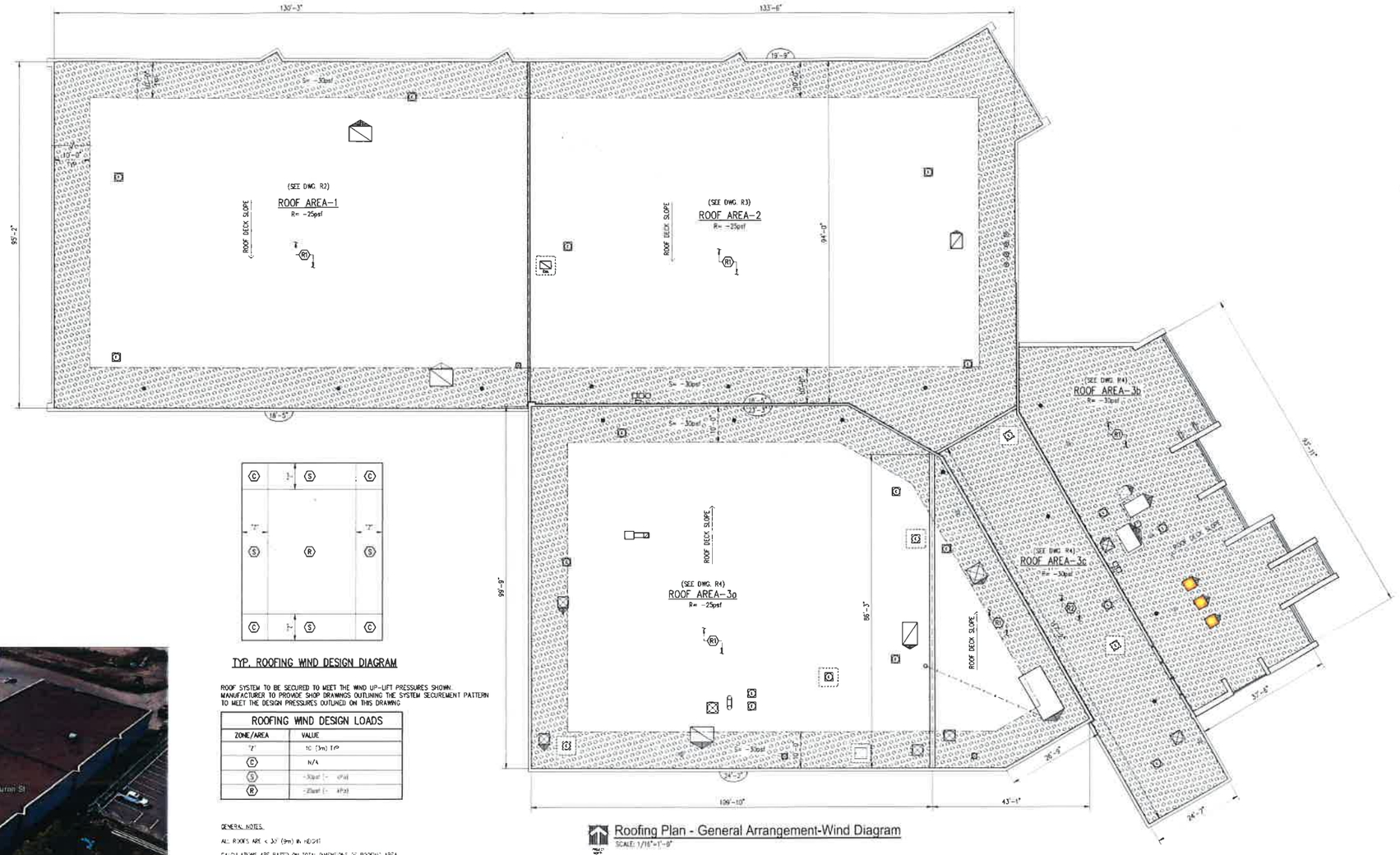
SEAL:

CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Hurson Street
Sault Ste Marie, ON

SCALE:	noted	FORM SIZE	36x24
PLOT SCALE:	1		
PROJECT:	18106		
DRAWING #:	18106-R1		
CAD FILE:	18106 R1-R4		
DRAWN:	mlc	DATE:	June 2018
DESIGNED:	mlc	DATE:	July 2018
CHECKED:	rgp	DATE:	Not Yet

DRAWING:
LEGEND & GENERAL NOTES
Roofing Plan Area-1

Ontario Building Code Data Matrix – Part 11 – Renovation of Existing Building							OBC Reference
11.1	Existing Building classification	Description of Existing Use Construction Index Hazard Index	Transit Bldg. with Office, Retail, & Storage Areas n/a n/a				11.2.1 11.2.1.1(1) 11.2.1.1(2) A-3
	■ Not Applicable (no change of major occupancy)						
11.2	Alteration to Existing Building	Basic Renovation Extensive Renovation	■ □				11.3.3.1 11.3.3.2
11.3	Regulation Performance	Structural By increase in occupant load By change of major occupancy Plumbing Sewage system	■ No ■ No ■ No ■ No ■ No		□ Yes □ Yes □ Yes □ Yes □ Yes		11.4.2.1 11.4.2.2 11.4.2.3 11.4.2.4 11.4.2.5
11.4	Compensating Construction	Structural Increase in occupant load Change of major occupancy Plumbing Sewage System	■ No ■ No ■ No ■ No ■ No		□ Yes □ Yes □ Yes □ Yes □ Yes		11.4.3.1 11.4.3.2 11.4.3.3 11.4.3.4 11.4.3.5 11.4.3.6
11.5	Compliance Alternatives Proposed	■ No □ Yes (give number(s))					11.5.1
11.6	Alternative Measures Proposed	■ No □ Yes (explain)					11.5.2



Roofing Plan - General Arrangement-Wind Diagram
SCALE: 1/16"=1'-0"

TYP. ROOFING WIND DESIGN DIAGRAM

ROOF SYSTEM TO BE SECURED TO MEET THE WIND UP-LIFT PRESSURES SHOWN. MANUFACTURER TO PROVIDE SHOP DRAWINGS OUTLINING THE SYSTEM SECUREMENT PATTERN TO MEET THE DESIGN PRESSURES OUTLINED ON THIS DRAWING

ROOFING WIND DESIGN LOADS	
ZONE/AREA	VALUE
'Z'	10' (3m) TYP.
C	N/A
S	-3.0psf (- kPa)
R	-2.5psf (- kPa)

GENERAL NOTES

ALL ROOFS ARE < 30' (9m) IN HEIGHT

CALCULATIONS ARE BASED ON TOTAL DIMENSIONS OF ROOFING AREA NOT ONLY IDENTIFIED AREAS WHERE THE ROOFING REPLACEMENT IS TAKING PLACE

ROOFING MANUFACTURER TO PROVIDE DATA SHEETS CONFIRMING THE SPECIFIED SYSTEM MINIMALLY MEETS THE WIND DESIGN LOADS REQUIREMENTS



ISOMETRIC LOOKING SW



(R1) TYPICAL REPLACEMENT ROOFING SYSTEM
- GRANULATED CAP SHEET (HEAT APPLIED)
- BASE SHEET (ADHERED IN ASPHALT)
- 2-PLY MEMBRANE FLASHINGS (BASE=SELF ADHERED + CAP=HEAT APPLIED)
- COVER BOARD (ADHERED IN ASPHALT)
- TAPERED POLYISO WHERE SHOWN (ADHERED IN ASPHALT)
- (2) LAYERS 1.5" POLYISO INSUL (MECH FASTENED)
- VAPOUR RETARDER (SELF ADHERING)
- EX. PROFILED STEEL DECK

GAS LINE SUPPORT TABLE

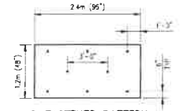
LINE SIZE	MAX. SPACING
< 1.25" (32mm)	8' (2.4m) CTRS
1.25" (32mm) AND UP	10' (3m) CTRS

PROVIDE A MIN. OF 2 SUPPORTS AT ALL CHANGE IN DIRECTIONS. ALL SUPPORTS ARE SHOWN ON PLAN FOR CLARITY.

(R2) REPLACEMENT ROOFING SYSTEM OVER CONCRETE DECK
- GRANULATED CAP SHEET (HEAT APPLIED)
- BASE SHEET (ADHERED IN ASPHALT)
- 2-PLY MEMBRANE FLASHINGS (BASE=SELF ADHERED + CAP=HEAT APPLIED)
- COVER BOARD (ADHERED IN ASPHALT)
- TAPERED POLYISO WHERE SHOWN (ADHERED IN LOW-RISE FOAM)
- 1.5" POLYISO INSUL. (ADHERED IN ASPHALT)
- 1.5" POLYISO INSUL. (ADHERED IN LOW-RISE FOAM)
- VAPOUR RETARDER (SELF ADHERING)
- EX. PRE-CAST CONCRETE DECK

DRAWING PACKAGE

R1 – GENERAL ARRANGEMENT, NOTES & LEGENDS
R2 – AREA '1' ROOFING PLAN
R3 – AREA '2' ROOFING PLAN
R4 – AREA '3' ROOFING PLAN
R5 – SECTION & DETAILS
R6 – SECTION & DETAILS



8-FASTENER PATTERN

PRELIMINARY NOT FOR CONSTRUCTION

STEM ENGINEERING GROUP

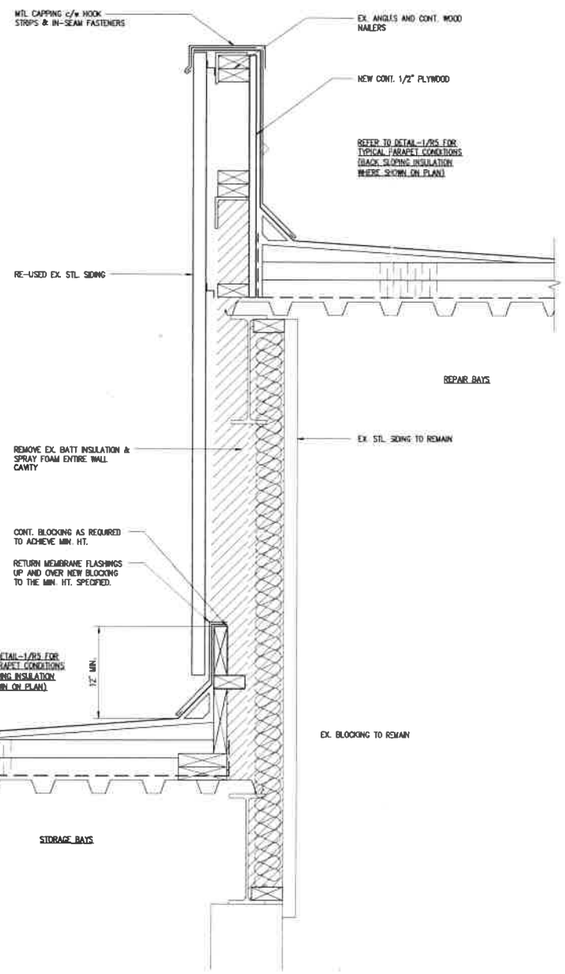
SEAL:

SEAL:

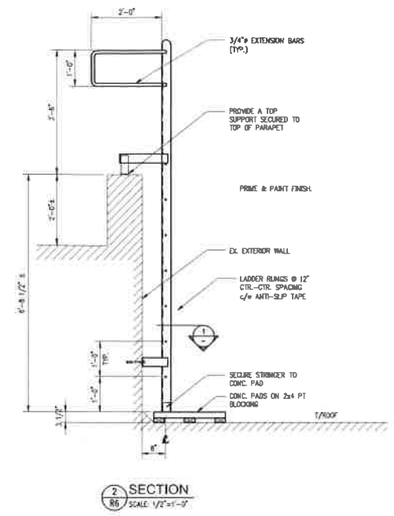
CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Hurson Street
Sault Ste Marie, ON

SCALE: noted | FORM SIZE: 36x24
PLOT SCALE: 1
PROJECT #: 18106
DRAWING #: 18106-R1
CAD FILE: 18106 R1-R4
DRAWN: mlc DATE: June 2018
DESIGNED: mlc DATE: July 2018
CHECKED: rgb DATE: Not Yet

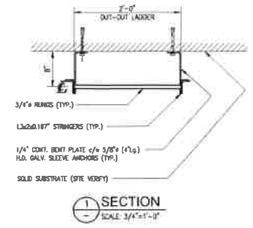
eral Arrangement
d Diagram
eral Conditions



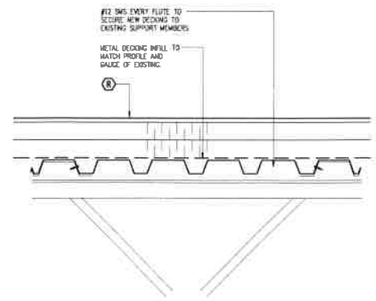
1 SECTION
R6 SCALE: 1.5"=1'-0"



2 SECTION
R6 SCALE: 1/2"=1'-0"



1 SECTION
SCALE: 3/4"=1'-0"



3 DECK INFIL DETAIL
R6 SCALE: 1.5"=1'-0"

STEM ENGINEERING GROUP

SEAL:

SEAL:

CLIENT / PROJECT:
The Corporation of The City of Sault Ste. Marie
Roofing Replacement at the
Transit Garage, 111 Hurson Street
Sault Ste Marie, ON

SCALE: noted | FORM SIZE: 36x24

PLOT SCALE:	1
PROJECT:	18106
DRAWING #:	18106-R1
CAD FILE:	18106 R1-R4
DRAWN:	mlc DATE: June 2018
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CHECKED:	rgb DATE: Not Yet

ING:
ctions & Details

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11 September 2018

Project: 18106

City of SSM - Transit
111 Huron St.
P6A 5P9

Attention: Sam Pirano – Manager of Transit and Parking

Subject: Transit Building – Additional Scope for Solar Investigation

The transit building is planning to install solar panels on the roof in the near future. A preliminary solar study conducted by AECOM, determined there is enough capacity in the roof structure over the Storage area to utilize surface mounted racking systems. The racking systems would affect the roofing system that is scheduled to take place this fall. As such, we recommend retaining the individuals who conducted the solar study to investigate different racking systems and provide any design requirements that would directly affect the new roofing system. All recommendations would be integrated into the roofing replacement project eliminating redundant costs in the future to upgrade or renovate the new roofing system.

The solar study also determined the roof structure over the Repair area has no capacity to support a racking system even if a lighter roofing membrane is utilized. This area will require an extensive and intrusive future investigation to design a dedicated structure to support the solar racks. As such, this area will be addressed in the future as part of the solar design. It should be noted any future work must be completed by a contractor who is certified with the roofing manufacturer to ensure the in-place roofing system warranty is not voided.

A price to retain the individuals who conducted the original study to provide the design requirements over the Storage area would be $10,600 + HST and disbursements (ie. mileage, copies etc.). Although this design work is in addition to the original scope roofing replacement consulting fee, it will be deducted from the cost of the future solar project and save the redundant costs of any future roofing work in this area.

Mark Caruso A.Sc.T.

REPORT OF:

Pre-Design Roofing Replacement Study
Transit Building – 111 Huron Street, SSM

FOR:

The Corporation of the City of Sault Ste Marie

PREPARED BY:

STEM Engineering Group Inc.
875 Queen Street E. Suite 2
Sault Ste. Marie, ON
P6A 2B3

(705) 942-6628 tel
(705) 942-7515 fax

DATE:

July 9, 2018

STEM Project No:

18106

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APPENDICES

Appendix A ..... Roofing Plan

Appendix B ..... Photos

Appendix C ..... Structural Investigation Letter

Appendix D ..... Statement of Qualifications and Limitations

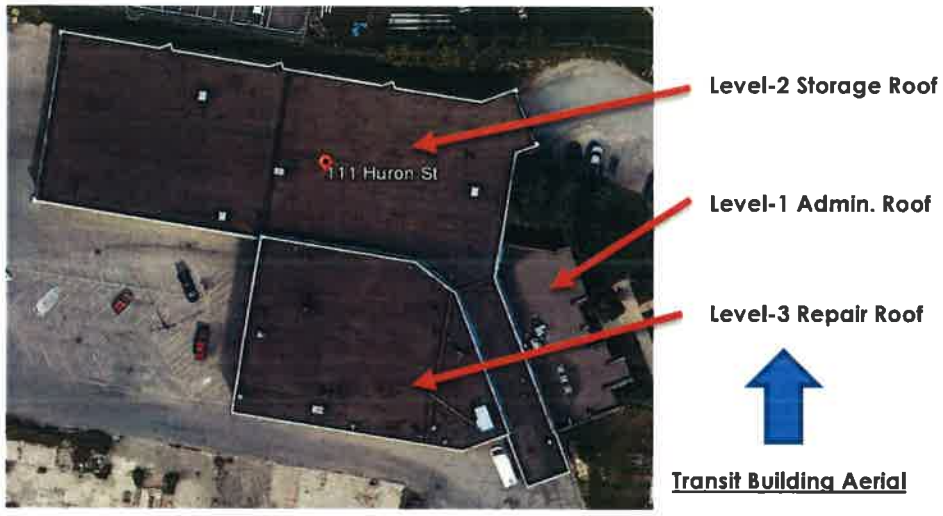
1.0 INTRODUCTION

The Transit Building roofing system has been identified for replacement in 2018 or 2019 as part of corporation's capital management plan. STEM has been retained to provide replacement options and recommendations for the replacement roofing system.

2.0 BACKGROUND

The subject facility is located on the SW corner of Huron and Queen Street in Sault Ste Marie, ON. It was constructed in 1981 and generally was rectangular in shape with some angular projections. The approximate total roofing area was 4,375m2 (47,100ft2). The building is a single storey structure with multiple roof levels **(Appendix A-SK1)** summarized as follows:

Level-1 Administration (Above Grade Elevation 10'-9")
Level-2 Storage (Above Grade Elevation 18'-6")
Level-3 Repair (Above Grade Elevation 23'-0")



Transit Building Aerial

The roof structure was primarily constructed using steel columns, open web joists and fluted metal deck with the exception of the wash bay that was constructed using load-bearing block and pre-cast concrete roof slabs. All of the roof decks were constructed flat. A raised parapet surrounded all the roof areas and was provided by either an extension of the insulated exterior wall panels or wood blocking.

A traditional built-up roofing system "BUR" was in place throughout the various roof levels. Other than the Administration roof which was replaced in 2005, the roofing was original making them thirty seven years old and well beyond their service life.

The following documents were made available for our review in preparing this report:

- Original construction drawings prepared by DeLCan Canda Ltd. Dated Jan-5/1981
- Transit Facility Roof Condition Report prepared by M.R. Wright and Associates dated April 2007
- Asset management Assessment prepared by Morrison Hershfield dated Sept-3, 2013
- Rooftop Solar Feasibility Study prepared by AECOM dated January 2011

3.0 ROOFING COMPOSITIONS

According to the original design drawings the roofing assembly consisted of a built-up roof, 4" of rigid insulation. Three cut tests conducted for the MRW report confirmed the existing system to consist of:

- Gravel cover in flood coat of asphalt
- 4-Plies of felt paper in moppings of asphalt
- 1" fibreboard
- 3" Fiberglass basecap insulation
- Kraft Vapour barrier

The asphalt moppings were confirmed to be coal tar pitch.

The roofing over the administration area was replaced in 2005 (~13 years old). Documentation of this roofing replacement was not available, but a reasonable service life for this type of roofing system is 15 years. This area of roofing should be replaced given its current condition, the amount of this ponding water and to have all the roofing a consistent age eliminates redundant mobilization costs and premiums for smaller sized projects. Larger sized projects have lower unit area costs.

4.0 DRAINAGE

Primary Drainage

The various roof elevations are equipped with area drains which are noted on the original drawings as 100mm (4")Ø drain leaders. The area drains are located near a wall in sumps. The sumps would be neccessary as the steel roof deck is noted to be flat. The design rainfall rates for a 1-hour storm duration and a 100 year return period for this area is approximately 4.0" maximum. Considering the largest area an area drain services (approximately 483m2 (5200ft2) based on ANSI "Performance Standard for Retrofit Drains" Table-1 a 4"Ø leader can handle 4,630sf at 4.0 in/hour of rainfall. Therefore, it is our opinion the size of the existing leaders are slightly undersized and should be upgraded or ensure a secondary drainage system prohibits roof overloading.

Secondary Drainage

A secondary drainage system relieves the roof of excess water accumulation so it does not exceed the roof design live load in the event the primary drains backup. Without a secondary drainage system installed the primary drains can become ineffective at any point in the system.

Currently there is no secondary drainage system. However, there are no excessive parapet heights that would retain the volume of water to the point it would exceed the 2.40kPa design live load.

5.0 ROOF ACCESS

The lowest roof level located over the administration area is easily accessed through roof hatch and vertical ladder located in the mechanical room. It may also be accessed from the ground by an extension ladder.

A portable step ladder is used to access roof level-2 from level-1 **(Photo-1).** The original roof access hatch was located to close too the roof edge and has since taken out of commission and the access ladder removed. A new fixed access ladder is recommended to replace the portable step ladder. A budget price for the additional access ladder is $5,000.

A fixed access ladder is used to access level-3 from level-2. It is in sound condition but could use a fresh coat of corrosion resistant paint.

There are roof top units on roof levels-2 and 3 that require repetitive access. If single-ply roofing membranes are utilized, they should incorporate a non-slip walkway from the access hatch continuing to and around the RTU's to protect the roof membrane from foot traffic and accidental punctures.

6.0 STRUCTURAL

a. General
A visual investigation of the roof structure was conducted specifically in areas where leaking was known to have occurred. The purpose of the investigation was to ensure there were no structural concerns due to corrosion. **Appendix-C**

In summary, the investigation did not identify any items that required repair.

b. Wind Resistance
The wind uplift resistance traditionally governs the roofing attachment methodology. The wind uplift resistance calculated for this building is as follows:

Corner Zones = -2.9kPa (-61psf)
Edge Zones = -1.7kPa (-35psf)
General Field = -1.4kPp (-29psf)

c. Dead Load of Roofing Material
The original design drawings identified a design dead load of 20psf for the roofing. As such, the replacement roofing system is limited to that of the original design. However, over the Storage area where the solar panels will be installed, the Rooftop Solar Feasibility Study has identified the roofing replacement utilize a lighter system than the original BUR to offset the added weight of the solar collector systems.

7.0 DESIGNATED SUBSTANCE SURVEY

A designated substance survey was not conducted to determine whether any of the existing roofing components contained hazardous substances. However, the MRW roofing report identified the original roof system utilized coal tar pitch and may therefore contain Benzene, which is a designated substance. A specialized test was not undertaken to confirm if Benzene was present. However, due to the fact there is a high probability it does, the technical specifications will outline it be treated as a designated substance.

Removal of the coal tar pitch will be costly because its removal must be completed in conformance with the OHSA guidelines.

8.0 FUTURE SOLAR PANELS

The AECOM Solar report identified the feasibility of installing of solar panels on the Transit building. The facility has identified the installation be limited to the Storage area of the building. AECOM has identified the installation be feasible provided raised frames panel supports are used to not create additional snow loading on the roof, connected (not ballasted) support panel support systems used and:

- the use of a lighter weight roofing system in order to consider the roof structure adequate to support the weight of the panel system.
- The installation of continuous curbs along the roof to distribute the weight of the panel support system and permit mechanical anchorage to the existing structure

In order to avoid altering a newly installed roofing system to accommodate the future solar panels intallation, it is recommended to implement any requirements for the future solar panels be included within this project. Specifically, items such as a change in drainage patterns such as curbs that would restrict the flow of water toward the area drains.

A budget price to retain the individuals who conducted the original study to provide the design requirements would be $23,600. Although this design work is in addition to the design work required to conduct the roofing replacement, it will be deducted from the cost of the future solar project and save the redundant costs of roofing work in the future. It should be noted any future work must be completed by an contractor who is certified with the roofing manufacturer to ensure the specified system warranty is not voided.

9.0 ROOFING DESIGN CRITERIA

The OBC (Ontario Building Code) will be used as the design standard for the roofing replacement. As such, Section 11.2 of the OBC requires, as a minimum, that the roofing be replaced in a manner that meets the fire and thermal performance of the existing roofing assembly.

The current roofing system likely meets the A-Classification. As such the new roof assembly should have at least an A-Classification. Most roofing systems are available with the A-classification at no premium cost.

The existing roofing assembly had a total average R-value of 5 broken down as:
1" fibreboard = R2.64
3" fiberglass basecap = R15
Total = 17.64 minimum

The new assembly, utilizing a polyisocyanurate insulation "polyiso" with a typical R-value of 6/inch, would therefore require a total minimum thickness of 3" of insulation to meet the existing thermal performance.

A roofing material with a high solar reflective index "SRI" is recommended to reduce the cooling loads of the building. However, given that this building is generally storage or repair, a roofing membrane with a high SRI is not required.

Summary of Minimum Design Criteria for the Roof:

- Class-A roof assembly
- R18 Insulation value
- High SRI preferred

10.0 ROOFING LOGISTICS

Roofing logistics influence the capital cost. Potential notable items include:

The majority of the work will take place on the roof but will require some disruption to the site. The use of a crane to deliver materials to the roof, and a contractor's fenced in compound (lay down and refuge area) near the building will be required. Likely in the east yard. The site is fairly accessible and large enough that we don't anticipate any major disruption to the site.

IAQ (Indoor air quality) should always be considered in a roofing replacement. Emissions from roofing work (VOC) can cause serious IAQ problems in occupied buildings. Hot or solvent based adhesives, if chosen, would be a major source of fumes. In worst case scenarios, health issues may be experienced by occupants

of the building, during these applications. The installation of the new roofing assembly should follow good roofing practices (ie. isolation of the RTU fresh air intakes, closing of all doors and operable windows, etc). Communication, planning and scheduling are the keys to mitigating health issues during this type of roofing replacement.

Generally, the roofing had a reasonable number of penetrations for this type of building (vents, exhausts etc.) with a few that are redundant and could be eliminated.

Mechanical fastening of new roofing components will cause some noise possibly affecting the building occupants, and will be centralized immediately below the roof surface being worked on. The Contractor will need to coordinate the work and day-to-day activities with the Owner.

This Project is subject to the Collective Agreement with the Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486. (The Agreement requires the City to use only Contractors who are in contractual relations with these unions for work in the ICI sector). Due to this agreement and subsequent cost and/or coordination required the amount of woodwork on this project should be minimized.

In addition to the actual roofing portion of the project, the following items require replacement:
3-skylights **(Photo-2)** at a budget of $5000/ea for a total of $15,000
Upgrading of waterproof connection between the high and low roofs at a budget of $15/sf for a total of $15,000.

11.0 ROOFING REPLACEMENT OPTIONS

Replacement Type

The roofing industry has expanded to allow specifiers many options to choose from. These include different types of systems (i.e. built-up or single ply), different materials (i.e. EPDM, liquid, PVC, modified bitumen), various installation procedures (hot, cold, loose-laid, mechanically fastened, adhered), and various arrangements of the individual components within a system (i.e. traditional or inverted). Each has its own set of advantages and disadvantages.

Considering the requirements listed in the previous sections, specifically due to items such as the type and condition of the existing system, and the ability to see the majority of the roof deck from the underside, it is our opinion the roofing system should be completely replaced. A full replacement involves completely removing the current roofing assembly to expose the structural deck.

The following three (3) replacement options with the following system installed above as follows:

1) Modified Bitumen Membrane with mechanically fastened substrate.
   - Granulated cap sheet (heat applied)
   - Base sheet (mopping of asphalt)
   - Asphalt base Roof board (mopping of asphalt or installed in low-rise foam)
   - 2-layers of 1.5" (R18 total) polyiso insulation boards (mechanically fastened)
   - 40 mil. Self adhered vapour retarder
   - Deck primer

   Advantages include: manufacturer representation, compatibility to asphalt, multiple plies of membrane protection, rubberized asphalt contains self-healing properties, lowest cost

   Disadvantages include: most odour, hot work

   Base budget price 47,100 ft2 x $18.00/sf = $ 847,800

2) Single-Ply white EPDM Membrane (mechanically fastened system)

- 60mil. white EPDM membrane
- 2-layers of 1.5" (R18 total) polyiso insulation boards
- 40 mil. Self adhered vapour retarder
- Deck Primer

Advantages include: compatibility to asphalt, factory glued seams available, reasonable cost, no hot work

Disadvantages include; certified workers required to join membranes, only a single layer of waterproofing protection, local representation, adhered seems, and details prone to pre-mature failure.

Base budget price 47,100 ft2 x $18.70/sf = $ 880,770

3) Single-Ply white PVC Membrane (mechanically fastened system)

- 60mil. white PVC membrane
- 2-layers of 1.5" (R18 total) polyiso insulation boards
- 40 mil. Self adhered vapour retarder
- Deck Primer

Advantages include: manufacturer representation, monolithic membrane once all the seams are heat welded, no hot work

Disadvantages include; certified workers required to join membranes, only a single layer of waterproofing protection, not compatible with asphalt or pitch, highest cost

Base budget price 47,100 ft2 x $19.30/sf = $ 909,030

The budgets listed are based on similar types of local projects. Final construction costs may fluctuate as a result of market conditions, labor availability, and other factors that cannot necessarily be predicted.

12.0 CONCLUSIONS

Based on our preliminary findings, we conclude the following:

1. The entire roofing should be replaced.
2. No drainage upgrades required based on information available at the time of this report.
3. A fixed access ladder should be installed to access level-2 from level-1.
4. Access walkways should be provided from roof hatches to and around units requiring repetitive access.
5. Structural upgrade or repairs are not required.
6. Dead load of roofing system can not exceed 20psf with a preference for a lighter roofing system above the storage area where the solar panels will be installed
7. Removal of the coal tar pitch will be costly because its removal must be completed in conformance with the OHSA guidelines.
8. Implement whatever is required to install the solar panels in the future be included within this project, to avoid any future roofing work.
9. Summary of Minimum Design Criteria for the Roof:

a. Class-A roof assembly
b. R18 Insulation value
c. High SRI preferred

10. There may be some potential disruption to the everyday facility operations during the roofing.
11. IAQ must be controlled during the roofing replacement.
12. The collective Agreements will require coordination and a premium cost. Woodwork should be kept to a minimum.
13. In addition to the actual roofing portion of the project, the following items require replacement:
    a. 3-skylights
    b. Upgrading of waterproof connection between the high and low roofs
14. There are various types of roofing systems available to select from. To assist in selecting the most 'suitable' roofing option, a comparison of each option using an evaluation criteria, relevant to this project, provides a helpful decision making tool. The spreadsheet below has been developed to illustate the differences associated with each of the options with respect to the evaluation criteria.

    A weighting from 1 to 15 has been assigned to each criteria to express the relative importance when compared to each other. Further, a rating of 1 to 5 has been given to each Repair Option for the criteria being considered. The weights and ratings are by nature subjective, and are based on the experience and opinion of the consultant.

ROOFING MEMBRANE COMPARATIVE EVALUATION

Criteria		A. Multi-ply Modified Bitumen Membrane		B. Single-Ply Membrane (EPDM-'Rubber")		C. Single-Ply Membrane (PVC-Polyvinyl Chloride)			
	Weight (1-15)	Rating (0-5)	Weighted Score	Rating (0-5)	Weighted Score	Rating (0-5)	Weighted Score		
Long-Term Performance	15	4	60	3	45	4	60		
Lowest Capital Cost	14	5	70	4	56	3	42		
Compatibility with Existing Conditions	13	5	65	5	65	2	26		
Local Representation	10	4	40	2	20	5	50		
Solar Reflective Index	8	3	24	4	32	5	40		
Hot work not required	5	2	10	5	25	4	20		
Overall Rating			**269**		243		238		0
Position Based on Score		First		Second		Third			

13.0 RECOMMENDATIONS

Based on our preliminary investigation and comparative evaluation, we recommend a complete roofing replacement using Option-1 "Modified Bitumen Membrane" with an anticipated construction budget of $847,800. The budget price includes for new pre-finished metal flashings, and accessories required for a complete job.

13.1 In addition to the actual roofing replacement we recommend the following:

1. Implementation any requirements to install solar panels in the future. The construction cost of the actual requirements can not be determined until the preliminary design of the solar panels are complete. A budget cost to complete this design is $ 23,600
2. Access ladder between level 2 and 3 $ 5,000
3. Replacement of the 3-skylights to meet OHSA $15,000
4. Upgrade the siding and waterproofing connection between the high-low roofs $15,000

Based on the information to date and inclusion of the items above, we estimate a total construction budget of $ **906,400** + HST.

Author



Mark Caruso A.Sc.T.

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Email: eng-dept@ssmpuc.com

ECRA/ESA Lic. # 7001626

Attn: Distributed Energy Resource (DER) Applicants

Re: Connection Information Package for a Small, Mid-sized or Large DER

The following document and attachments outline the connection process and requirements for connecting a Small, Mid-sized or Large DER to the PUC distribution system in accordance with the requirements of Section 6.2.3 of the Distribution System Code. Distributed Energy Resources generally include any device to be connected to the distribution system that is capable of storing and/or generating electrical energy (ie. generators, battery storage facilities, flywheels, etc.).

DER Connection Process

PUC Distribution is defined as a distributor in the Electricity Act and as such, is obliged to conduct all of its business in accordance with the Distribution System Code (DSC) administered by the Ontario Energy Board (OEB). The process we are required to follow for connecting DERs to the distribution system is defined in Section 6.2 of the DSC and further supplemented by Appendix F of the same document. A current copy of those sections are attached for you to use as a guide through the application process however we would urge you to refer to the full document on the OEB website http://www.oeb.gov.on.ca/OEB/Industry as it is periodically amended.

PUC has developed standard forms, letters and agreements to reflect the process steps outlined in the DSC. We will provide you with the documentation necessary throughout the application process. Our expectation is that all correspondence between parties will be formal and in writing, using either paper or electronic means. All correspondence must be dated due to the time sensitive nature of the requirements of the DSC.

Approvals

In addition to meeting connection requirements of the PUC, you also have obligations to seek approval for your project from the Electrical Safety Authority (ESA), the Independent Electricity System Operator (IESO), and the Ontario Energy Board (OEB). Depending upon the size of your project, there may also be impacts to the transmission system supplying the PUC distribution system and owned by Hydro One Networks Inc (HONI). You may want to review these requirements and contact the appropriate stakeholders early in the project development process to determine the impacts to you. Preliminary contact information follows:

- ESA https://www.esasafe.com/
- IESO http://www.ieso.ca/
- OEB https://www.oeb.ca/
- HONI https://www.hydroone.com/

Technical Requirements for Connection

Connection of large or mid-sized DER projects to the PUC distribution system can generally be made at 34.5kV or 12.47kV. Our system at both voltage levels is solidly grounded, 4 wire, wye connected. Generally, projects larger than 1.5MVA are not permitted on the 12.47kV system and projects less than 1MVA are not permitted on the 34.5kV system. Small secondary loads such as station service supplies are generally connected to the 12.47kV system. A copy of our 34.5kV and 12.47kV system maps can be provided on request.

Connection of small DER projects to the PUC distribution system can generally be made directly at 12.47kV or downstream of the customer transformer at the customer delivery voltage level. Our 12.47kV system is solidly grounded, 4 wire, wye connected.

Available system connection capacity for the PUC distribution system is summarized in a spreadsheet which is routinely updated and provided to the IESO.

Metering requirements and additional technical requirements for all installations are to be in accordance with the requirements outlined in our 'Conditions of Service' document.

Additional technical requirements are outlined in Appendix F.2 of the DSC.

Standard Contractual Terms and Conditions

Our 'Conditions of Service' document, which describes our standard terms and conditions, technical requirements and metering requirements for connection to the distribution network is available on our website at www.ssmpuc.com.

Connection Impact Assessment, Connection Cost Recovery, and Connection agreements are required for all connections. These agreements are prepared on a case by case basis but are closely based on the model agreements found in Appendix E of the DSC.

Representative for DER Inquiries

Please direct all inquiries related to DER connections to:

By mail or in person:
PUC Services Inc.
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario, P6A 6P2
Attn: Engineering – DER Applications

By phone: (705) 759-6500

By E-mail: eng-dept@ssmpuc.com Subject: DER Applications

We trust that this information package is adequate for your current requirements and will wait for you to provide us with a completed copy of the attached DER Connection Application Form and any applicable supporting documents. Upon receiving the requested documentation, we will contact you to arrange an initial consultation meeting. The purpose of that meeting will be to review your specific development plans and comment on the feasibility, timeline, and costs associated with connecting your project. If any

further clarification on these requirements is required, please do not hesitate to contact us.

Attachments:

- DER Connection Application Form
- Distribution System Code – Section 6.2
- Appendix F from Distribution System Code

PUC SERVICES	**SMALL, MID-SIZED OR LARGE DISTRIBUTED ENERGY RESOURCE (DER) CONNECTION APPLICATION FORM**	Rev: 2019-05-08

Usage: This form is to be completed by all applicants who wish to connect either a Small, Mid-sized, or Large Embedded Generation or other Distributed Energy Resource (DER) facility as defined in the Distribution System Code (DSC) to the Local distribution company's (LDC's) distribution network.

Responsibilities: Applicants must familiarize themselves with the connection process for Embedded Generators and other DER's which is described in Section 6 of the DSC. Applicant must also consult directly with the ESA, IESO, and the OEB to determine their obligations to those authorities with respect to the connection process. Finally, applicants must familiarize themselves with our 'Conditions of Service' document which describes our standard terms and conditions, technical requirements and metering requirements for connection to the distribution network. This document is available on our website at www.ssmpuc.com .

Initial Submission & Inquiries: This form completed, along with all applicable attachments must be returned by e-mail, mail, or courier. Related inquires may be addressed similarly. The date an application is considered received is the date upon which this completed form along with all applicable attachments is received at our office. Applications are processed in the order received. Upon receipt of this initial application, an individual will be assigned to the project and all further correspondence should be directly to that person.

By mail or courier:
PUC Services Inc.
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario, P6B 4K1
Attn: Protection and Control Engineer – DER Applications

By phone: (705)759-6500

By E-mail: Eng-Dept@ssmpuc.com
Subject: Protection and Control Engineer – DER Applications

1. Application Date (mm/dd/yyyy):	

2. Project Name:	

3. Project Dates:	proposed start of construction (mm/dd/yyyy):
	proposed in-service (mm/dd/yyyy):

4. Project Size	number of units:
	rating of each unit (kW):
	number of phases (1 or 3):
	proposed total capacity (kW):
	proposed total future capacity (kW):

5. Project Location:

6. Project Owner
company name:
contact person:
mailing address:
phone:
fax:
email:

7. Project Developer (if different from Project Owner)
company name:
contact person:
mailing address:
phone:
fax:
email:

8. Engineering Consultant (if different from Project Owner or Developer):
company name:
contact person:
mailing address:
phone:
fax:
email:

9. Project Type:

☐ wind turbine	☐ solar
☐ hydraulic turbine	☐ fuel cell
☐ steam turbine	☐ biomass
☐ gas turbine	☐ diesel engine
☐ co-gen/CHP (combined heat power)	☐ energy storage
☐ other, please specify:	

10. DER Voltage and Type

voltage (kV) ☐ AC ☐ DC

Rotating:	Non- Rotating:
☐ synchronous	☐ DC source- photovoltaic arrays
☐ induction	☐ DC source- fuel cells
☐ other (specify)	☐ DC source- batteries
	☐ other (specify)

11. Proposed Transformer Interface to Distribution System

primary voltage (kV_{LL})*:	Secondary Voltage (kV_{LL})*:
primary winding configuration:	secondary winding configuration:
comments:	comments:

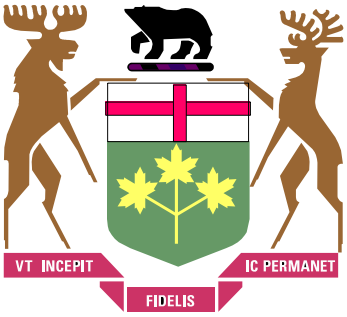
* Note: For the purposes of this application form, 'Primary' refers to the distribution system side connection (ie: the utility or Local Distribution Company (LDC) connection point) and 'Secondary' refers to the Customer (ie: DER) side connection.

12. Location Map and Point of Common Coupling (PCC)		
Provide Site Location Map(s) with details of the proposed DER Facility location, routing of lines and proposed PCC (ie: connection point) to the LDC's distribution system. List all documents submitted below or attach as a separate list item:		
Drawing No.	Title	Revision

13. Single Line Diagram (SLD)		
Provide a SLD of the DER Facility showing the PCC (ie: connection point) to the LDC's distribution system. The SLD should include the required disconnecting device and show all major equipment downstream of the PCC (ie: DER equipment, switchgear, transformers, motors, protective relays, instrument transformers (CTs and VTs), metering, synchronizing etc. List all documents submitted below or attach as a separate list item:		
Drawing No.	Title	Revision
Note: If the project includes extension or upgrades to existing DER Facilities, show clearly the existing and new electrical equipment and include information on the existing DER unit(s).		

14. Modes of Operation	
☐ 24 hour or base load	☐ peak periods only
☐ load displacement	☐ voltage regulation
comments:	☐ other (specify)
annual capacity factor (% of year unit operating):	
prospective number of annual scheduled, starts, stops and associated timing:	

15. DER and Load Information		
	(kVA)	(kW)
projected maximum power exported from facility		
projected maximum load of facility		
projected maximum load of station service (auxiliary) connection (if required)		



Ontario

ONTARIO ENERGY BOARD

Distribution System Code

Last revised on December 18, 2018

(Originally Issued on July 14, 2000)

6.1.3 A distributor may require a customer to enter into a Connection Agreement with the distributor if the distributor believes that the customer has characteristics that require an explicit document to describe the relationship between the distributor and the customer. Suggested information to be included in the Connection Agreement with customers is listed in Appendix D.

6.1.4 A distributor shall enter into a Connection Agreement with a customer that is connected to the distributor's distribution system and is a wholesale market participant.

6.1.5 Before entering a property to carry out an activity described in section 40 of the Electricity Act, the person shall, in accordance with subsection 40(8) of the Electricity Act:

- provide reasonable notice of the entry to the occupier of the property;
- in so far as is practicable, restore the property to its original condition; and
- provide compensation for any damages caused by the entry that cannot be repaired.

6.2 Responsibilities to Generators

6.2.1 Section 6.2 does not apply to the connection or operation of an emergency backup generation facility or an embedded generation facility that is used exclusively for load displacement purposes at all times.

6.2.2 A distributor shall enter into a Connection Agreement with all existing generators who have a generation facility connected to the distributor's distribution system and prior to connecting a new generation facility. Where a distributor does not have a Connection Agreement with an existing generator that has a generation facility connected to the distributor's distribution system, the distributor shall be deemed to have an implied contract with the generator. The terms of the implied contract are embedded in the distributor's Conditions of Service, the Rate Handbook, the distributor's rate schedules, the distributor's licence and the Distribution System Code.

Connection Process

6.2.3 A distributor shall promptly make available a generation connection information package (the "package") to any person who requests this package. The package shall contain the following information:

(a) the process for having a generation facility connected to the distributor's distribution system, including any form necessary for applying to the distributor;

(b) information regarding any approvals from the ESA, the IESO, OEB, or a transmitter that are required before the distributor will connect a generation facility to its distribution system;

(c) the technical requirements for being connected to the distributor's distribution system including the distributor's feeder and substation technical capacity limits as well as metering requirements;

(d) the standard contractual terms and conditions for being connected to the distributor's distribution system; and

(e) the name, telephone number and e-mail address of the distributor's representative for inquiries relating to the connection of embedded generation facilities.

6.2.4 Subject to all applicable laws, a distributor shall make all reasonable efforts in accordance with the provisions of section 6.2 to promptly connect to its distribution system a generation facility which is the subject of an application for connection.

6.2.4.1 Subject to section 6.2.4.2, a distributor shall establish and maintain a capacity allocation process under which the distributor will process applications for the connection of embedded generation facilities. The capacity allocation process shall meet the following requirements:

(a) each application for connection, including an application under section 6.2.25a, will be allocated capacity only upon completion of the distributor's connection impact assessment, any required host distributor's connection

impact assessment, and any required review of TS supply capability for the embedded generation facility;

(b) a connection impact assessment will not be completed for a proposed connection that cannot be completed within the feeder and/or substation technical capacity limits of the distributor's distribution system, any host distributor's distribution system or the supply TS and transmission system, including capacity additions contained in any Board approved plans to increase the capacity of one or more of the distributor's distribution system, any host distributor's distribution system or the supply TS and transmission system;

(c) a connection impact assessment will not be completed unless the embedded generation facility which is the subject of the application meets the following requirements at the time the application is made:

- demonstrated site control over the land on which the embedded generation facility is proposed to be located and any required adjacent or buffer lands in the form of property ownership (deed), long term lease (lease agreement) or an executed option to purchase or lease the land.

- a proposed in-service date for the embedded generation facility which is no later than 5 years for water power projects or 3 years for all other types of projects from the initial date of application for connection or in accordance with the timelines in an executed OPA contract.

(d) the distributor shall notify the applicant when its capacity allocation is granted;

(e) an applicant shall have its capacity allocation removed if:

i) a connection cost agreement has not been signed in relation to the connection of the embedded generation facility within:

(1) 6 months of the date on which the applicant received a capacity allocation for the proposed embedded generation facility;

(2) 9 months of the date on which the applicant received a capacity allocation for the proposed large embedded generation facility if a transmission system impact assessment is required; or

(3) 17 months of the date on which the applicant received a capacity allocation for the proposed large embedded generation facility if transmission upgrades are required in order to connect the large embedded generation facility;

ii) a new connection impact assessment is prepared for a proposed embedded generation facility under section 6.2.15 and the new assessment differs in a material respect from the original connection impact assessment prepared for that facility;

iii) any required deposits payable to the distributor pursuant to section 6.2.18A, 6.2.18B, or 6.2.18C have not been received by the date specified by the distributor;

iv) the distributor is informed by the OPA that the applicant has defaulted on an executed OPA contract; or

v) the applicant defaults on an executed connection cost agreement and fails to correct the default within 30 calendar days.

(f) If any applicant has its capacity allocation removed in accordance with paragraph (e), the amount of any capacity allocation deposit and or additional capacity allocation deposit paid pursuant to the connection cost agreement requirements in section 6.2.18 shall be forfeited by the applicant and retained by the distributor in a deferral account for disposition by the Board. The amount of any unspent connection cost deposit shall be returned to the applicant in accordance with the requirements of section 6.2.18 G.

(g) the distributor shall provide the applicant with two months' advance notice of the expiry of the applicable time period referred to in paragraph e(i) prior to removing the capacity allocated to the applicant.

6.2.4.2 Section 6.2.4.1 does not apply to an application to connect a micro-embedded generation facility, a capacity allocation exempt small embedded generation facility, or an embedded generation facility that is not an embedded retail generation facility. Applications to connect to which the capacity allocation process does not apply, including by virtue of section 6.2.1, shall be processed by a distributor in accordance with this Code as and when received.

6.2.4.3 Any application to connect a capacity allocation exempt small embedded generation facility that was received by a distributor prior to the date of coming into force of this section shall be processed by the distributor in accordance with the provisions of this Code applicable to such generation facilities as though the application to connect had been received by the distributor on the date of coming into force of this section.

Connection of Micro-Generation Facilities

6.2.5 A distributor shall require a person that applies for the connection of a micro-embedded generation facility to the distributor's distribution system to provide, upon making the application, the following information:

(a) the name-plate rated capacity of each unit of the proposed generation facility and the total name-plate rated capacity of the proposed generation facility at the connection point;

(b) the fuel type of the proposed generation facility;

(c) the type of technology to be used; and

(d) the location of the proposed generation facility including address and account number with the distributor where available.

6.2.6 Where the proposed micro-embedded generation facility is:

(a) located at an existing customer connection and a site assessment is not required, the distributor shall, within 15 days of receiving the application, make an offer to connect or provide reasons for refusing to connect the proposed generation facility;

(b) located at an existing customer connection and a site assessment is required, the distributor shall, within 30 days of receiving the application, make an offer to connect or provide reasons for refusing to connect the proposed generation facility; or

(c) located other than at an existing customer connection, the distributor shall, within 60 days of receiving the application, make an offer to connect or provide reasons for refusing to connect the proposed generation facility.

In all cases, the distributor shall give the applicant at least 30 days to accept the offer to connect and the distributor shall not revoke the offer to connect until this time period has expired.

6.2.6A If the connection of the micro-embedded generation facility will not require a site assessment, then the distributor cannot charge for the preparation of the offer to connect.

6.2.6B If the connection of the micro-embedded generation facility will require a site assessment, then the distributor may collect a connection deposit for the preparation of the offer to connect. The connection deposit shall not be more than $500 per offer to connect.

6.2.6C The connection deposit shall be provided in the form of cash, cheque, letter of credit from a bank as defined in the Bank Act, or surety bond. The distributor shall allow the applicant to select the form of the connection deposit.

6.2.6D If the distributor refuses to provide an offer to connect the micro-embedded generation facility due to technical limits or constraints, the connection deposit shall be refunded to the applicant. The distributor shall return the connection deposit to the applicant no later than 30 days after refusing to provide the offer to connect.

6.2.6E If the applicant does not accept the distributor’s offer to connect the micro-embedded generation facility, or if the applicant withdraws its application, then the distributor shall retain the connection deposit.

6.2.6F If the distributor determines that the actual costs of connecting the micro-embedded generation facility to the distributor's distribution system are less than the connection deposit, the distributor shall, at the time of connection, refund the excess amount to the applicant.

6.2.6G Where the applicant provided the connection deposit to the distributor in the form of cash or cheque, and where the distributor has to refund any or all of the connection deposit to the applicant in accordance with this Code, the return of the connection deposit shall be in accordance with the following conditions:

(a) interest shall accrue monthly on the connection deposit amount commencing on the receipt of the connection deposit by the distributor; and

(b) the interest rate shall be at the Prime Business Rate set by the Bank of Canada less 2 percent.

6.2.7 The distributor shall connect the applicant's micro-embedded generation facility to its distribution system within 5 business days, or at such later date as agreed to by the applicant and the distributor, of the applicant informing the distributor that it has satisfied all applicable service conditions and received all necessary approvals, providing the distributor with a copy of the authorization to connect from the ESA, entering into a Connection Agreement in the form set out in Appendix E and paying the distributor for the connection costs, including costs for any necessary new or modified metering.

6.2.7A The requirement in section 6.2.7 must be met 90 percent of the time on a yearly basis.

Connection of other Generation Facilities

6.2.8 Sections 6.2.9 to 6.2.20 apply to the connection to a distribution system of an embedded generation facility which is not a micro-embedded generation facility.

6.2.8A Notwithstanding any other provision of this Code, a distributor shall, for the purposes of determining the connection feasibility of a capacity allocation exempt small embedded generation facility and of determining the impact of such facility on the distributor's distribution system and on any customers of the distributor,

treat any capacity associated with a generation facility that has a capacity allocation referred to in section 6.2.4.1 as available capacity.

6.2.8B Where a distributor believes that, by virtue of the operation of section 6.2.8A, the connection of a capacity allocation exempt small embedded generation facility cannot reasonably be managed by the distributor without adversely affecting the capacity allocation of a generation facility, the distributor shall promptly so notify the Board in writing. In such a case, and notwithstanding any other provision of this Code, the distributor shall not take any further steps to connect the capacity allocation exempt small embedded generation facility without further direction from the Board.

6.2.9 Where a person who is considering applying for the connection of a generation facility to the distributor's distribution system requests a preliminary meeting with the distributor and provides the required information, the distributor shall provide a time when it is available to meet with the person which is within 15 days of the person providing the required information. For the purposes of this section, the following is the required information:

(a) the name-plate rated capacity of each unit of the proposed generation facility and the total name-plate rated capacity of the generation facility at the connection point;

(b) the fuel type of the proposed generation facility;

(c) the type of technology to be used; and

(d) the proposed locations of the proposed generation facility including addresses and account numbers with the distributor where available.

6.2.9.1 Upon request, a distributor shall provide the following to a person that has requested a meeting under section 6.2.9:

(a) a description of the portion of the distributor's distribution system relevant to the person's embedded generation facility, including the corresponding portions of an up-to-date system schematic map showing, at a minimum, the following:

- major distribution and sub-transmission lines;
- transformer and distribution stations;
- the voltage levels used for distribution;
- sufficient geographic references to enable the person to correlate all of the above features with a municipal road map; and
- such other information as the Board may from time to time determine;

(b) subject to section 6.2.9.4, information on voltage level, fault level and minimum/maximum feeder loadings for up to three locations in the distributor's service area; and

(c) for each of the proposed locations included in the request, information about the amount of additional generation, above and beyond what is already connected and what capacity has already been allocated, that can be accommodated i) within the distributor's feeder and/or substation technical capacity limits; ii) within any host distributor's feeder and/or substation capacity limits; iii) within the transmitter's TS technical capacity limits; and iv) without exceeding the IESO's requirement for a SIA.

6.2.9.2 The distributor shall provide the information referred to in section 6.2.9.1 without charge and within the 15 days referred to in section 6.2.9.

6.2.9.3 Upon request, a distributor shall, subject to section 6.2.9.4, provide the information referred to in section 6.2.9.1(b) to a person that has requested a meeting under section 6.2.9 for one or more additional locations beyond the three required by section 6.2.9.1(b). The distributor shall use reasonable efforts to provide such information within the 15 days referred to in section 6.2.9, but shall in any event provide that information within a further 15 days. The distributor may recover from the person the reasonable costs incurred by the distributor in preparing the information for the additional locations.

6.2.9.4 A distributor may withhold information on minimum/maximum feeder loadings where the distributor believes on reasonable grounds that the disclosure of such

information could be used to identify the load characteristics of an existing customer and that the loading information is therefore commercially sensitive. A distributor shall, before deciding to withhold such information, make reasonable efforts to obtain the consent of the existing customer to the disclosure of the loading information.

6.2.10 At the preliminary meeting, the distributor shall discuss the basic feasibility of the proposed connection including discussing the location of existing distribution facilities in relation to the proposed generation facility and providing an estimate of the time and costs necessary to complete the connection. The distributor shall not charge for its preparation for and attendance at the meeting.

6.2.11 A distributor shall require a person who applies for the connection of a generation facility to the distributor's distribution system to, upon making the application, pay their impact assessment costs and provide the following information:

(a) evidence that the requirements set out in section 6.2.4.1(c) have been met;

(b) the proposed point of common coupling with the distribution system;

(c) the information set out in section 6.2.9 if this has not already been provided to the distributor;

(d) a single line diagram of the proposed connection;

(e) a preliminary design of the proposed interface protection; and

(f) all necessary technical information required by the distributor to complete the connection impact assessment.

6.2.12 Subject to sections 6.2.4.1(b), 6.2.4.1(c) and 6.2.4.2, the distributor shall provide an applicant proposing to connect a small embedded generation facility with its assessment of the impact of the proposed generation facility, a detailed cost estimate of the proposed connection and an offer to connect within:

(a) 60 days of the receipt of the application where no distribution system reinforcement or expansion is required; and

(b) 90 days of the receipt of the application where a distribution system reinforcement or expansion is required.

An offer to connect made to an applicant proposing to connect a capacity allocation exempt small embedded generation facility may be revoked by the distributor if not accepted by the applicant within 60 days.

6.2.13 Subject to sections 6.2.4.1(b) and 6.2.4.1(c), the distributor shall provide its assessment of the impact of the proposed embedded generation facility within:

(a) 60 days of the receipt of the application in the case of a proposal to connect a mid-sized embedded generation facility; and

(b) 90 days of the receipt of the application in the case of a proposal to connect a large embedded generation facility.

6.2.14 The distributor's impact assessment shall set out the impact of the proposed embedded generation facility on the distributor's distribution system and any customers of the distributor including:

(a) any voltage impacts, impacts on current loading settings and impacts on fault currents;

(b) the connection feasibility;

(c) the need for any line or equipment upgrades;

(d) the need for transmission system protection modifications; and

(e) any metering requirements.

6.2.14A The distributor shall, within 10 days of initiating a connection impact assessment study, advise in writing any transmitter or distributor whose transmission or distribution system is directly connected to the specific feeder or substation to which the proposed embedded generation facility is proposing to connect. The distributor shall include in the written communication, at a minimum, the proposed in-service date, the rated capacity and type of technology of the proposed embedded generation facility. If the distributor requires a transmitter or host

distributor to complete a TS review study or connection impact assessment, the distributor shall file an application with the transmitter or host distributor for such. A distributor will also inform the transmitter or distributor in writing on an ongoing basis of any change in status of the project including removing the capacity allocation for the project, material changes in the projected in-service date of the project or placing the project in service.

6.2.15 Any material revisions to the design, planned equipment or plans for the proposed embedded generation facility and connection shall be filed with the distributor and the distributor shall prepare a new impact assessment within the relevant time period set out in section 6.2.12 or 6.2.13. If the new impact assessment differs in a material respect from the original connection impact assessment for the project, the project shall have its capacity allocation removed in accordance with the requirements of section 6.2.4.1 (e) ii.

6.2.16 In the case of an application for the connection of a mid-sized or large embedded generation facility, once the impact assessment is provided to the applicant, the distributor and the applicant have entered into an agreement on the scope of the project and the applicant has paid the distributor for the cost of preparing a detailed cost estimate of the proposed connection, the distributor shall provide the applicant with a detailed cost estimate and an offer to connect by the later of 90 days after the receipt of payment from the applicant and 30 days after the receipt of comments from a transmitter or distributor that has been advised under section 6.2.17.

6.2.17 Where a distributor is preparing a detailed cost estimate in accordance with section 6.2.16 with respect to a proposed large or mid-sized embedded generation facility, the distributor shall advise any transmitter or distributor whose transmission or distribution system is directly connected to the distributor's distribution system that it is preparing an estimate, within 10 days of receiving payment from the applicant. Where a distributor is preparing a detailed cost estimate in accordance with section 6.2.12 with respect to a proposed small embedded generation facility, the distributor shall, where the distributor believes a system directly connected to its system may be impacted by the proposed generation facility, advise any transmitter or distributor whose transmission or distribution system is directly connected to the distributor's distribution system

that it is preparing an estimate, within 10 days of receiving payment from the applicant.

6.2.18 A distributor shall enter into a connection cost agreement with an applicant in relation to a small embedded generation facility, a mid-sized embedded generation facility or a large embedded generation facility. The connection cost agreement shall include the following:

(a) a requirement that the applicant pay a connection cost deposit equal to 100% of the total estimated allocated cost of connection at the time the connection cost agreement is executed;

(b) if the applicant does not have an executed OPA contract which includes a requirement for security deposits or similar payments, a requirement that the applicant pay a capacity allocation deposit equal to $20,000 per MW of capacity of the embedded generation facility at the time the connection cost agreement is executed;

(c) if the applicant does not have an executed OPA contract which includes a requirement for additional security deposits or similar payments, a requirement that if fifteen (15) calendar months following the execution of the connection cost agreement the embedded generation facility is not connected to the distributor's distribution system, the applicant must pay an additional capacity allocation deposit equal to $20,000 per MW of capacity of the embedded generation facility on the first day of the sixteenth(16th) calendar month following the execution of the connection cost agreement;

(d) if the applicant has an executed OPA contract which includes a requirement for security deposits or similar payments, the distributor shall not require the applicant to pay a capacity allocation deposit or an additional capacity allocation deposit;

(e) a requirement that the mutually agreed upon in-service date is no later than 5 years for water power projects or 3 years for all other types of projects from the initial date of application for connection or in accordance with the timelines in an executed OPA contract;

(f) a requirement that the applicant complete its engineering design and provide detailed electrical drawings to the distributor at least 6 months prior to the specified in-service date or as reasonably required by the distributor;

(g) any requirements relating to the applicant's acceptance of the distributor's offer to connect and the connection costs; and

(h) the timing of the connection.

The distributor's offer to connect shall be attached as an appendix to and form part of the cost connection agreement. Once the applicant has entered into a connection cost agreement with the distributor and has provided the distributor with detailed engineering drawings with respect to the proposal, the distributor shall conduct a design review to ensure that the detailed engineering plans are acceptable.

6.2.18A For any proponent that executed a connection cost agreement prior to the date of coming into force of this section, but is not yet connected to the distributor's distribution system, the distributor shall notify the proponent of that embedded generation facility, within 60 days of this section coming into force, that a connection cost deposit equal to 100% of the total allocated cost of connection and a capacity allocation deposit equal to $20,000 per MW of capacity of the embedded generation facility must be paid within 60 days of the distributor's notice as a condition of the applicant maintaining its current capacity allocation.

6.2.18B For any proponent that executed a connection cost agreement prior to the date of coming into force of this section, but is not yet connected to the distributor's distribution system and for which fifteen (15) calendar months or more have elapsed since the date on which the proponent executed a connection cost agreement, the distributor shall notify the proponent of that embedded generation facility, within 60 days of this section coming into force, that an additional capacity allocation deposit equal to $20,000 per MW of capacity for the embedded generation facility must be paid within 60 days of the distributor's notice as a condition of the applicant maintaining its current capacity allocation. For clarity, this additional capacity allocation deposit is in addition to any deposit that may be required under section 6.2.18A.

6.2.18C For any proponent that was allocated capacity but that had not yet executed a connection cost agreement on or before the date of coming into force of this section for one or both of the following reasons:

(a) the connection impact assessment was completed within the last 12 months,

(b) an IESO System Impact Assessment ("SIA") is required and has not yet been completed, the distributor shall notify the applicant within 60 days of the later of i) the project having been allocated capacity for a period of 12 months or ii) the SIA study being completed and its impact on the generation facility being identified, that as a condition of the applicant maintaining its current capacity allocation the applicant must execute a connection cost agreement with the distributor within 60 days of the distributor's notice.

6.2.18D Any connection cost deposit, capacity allocation deposit or additional capacity allocation deposit required to be obtained by the distributor pursuant to this Code shall be in the form of cash, letter of credit from a bank as defined in the Bank Act, or surety bond. The distributor shall allow the applicant to select the form of any required connection cost deposit, capacity allocation deposit and/or additional capacity allocation deposit.

6.2.18E The connection cost deposit shall be used by the distributor to pay for costs allocated to the applicant and related to the connection of the embedded generation facility to the distribution system in accordance with the terms of the relevant connection cost agreement.

6.2.18F If, following the connection of an embedded generation facility to the distributor's distribution system the distributor determines that the amount of the connection cost deposit provided by the applicant exceeded the costs allocated to the applicant and related to connecting the generation facility to the distributor's distribution system, the distributor shall at the time of connection refund to the applicant the amount by which the connection cost deposit exceeded the costs related to connecting the embedded generation facility.

6.2.18G The distributor shall, no later than 30 calendar days after the applicant has its capacity allocation removed in accordance with subsection 6.2.4.1(e), refund to the applicant the amount of any remaining connection cost deposit provided by

the applicant to the distributor pursuant to a connection cost agreement, provided that if the distributor has incurred costs associated with the connection of the applicant's embedded generation facility to the distributor's distribution system in accordance with the relevant connection cost agreement, the distributor shall subtract the amount of any such incurred costs from the total connection cost deposit amount provided by the applicant prior to remitting any refund to the applicant.

6.2.18H The distributor shall refund to the applicant the amount of any capacity allocation deposit or additional capacity allocation deposit provided by the applicant to the distributor no later than 30 calendar days after the applicant connects to the distributor's distribution system.

6.2.18I Where any connection cost deposit, capacity allocation deposit or additional capacity allocation deposit is provided by an applicant to a distributor in the form of cash and where the distributor refunds all or any portion of such connection cost deposit, capacity allocation deposit or additional capacity allocation deposit to the applicant in accordance with this Code, the return of such deposit or deposits shall be in accordance with the following conditions:

(a) interest shall accrue monthly on the deposit amounts commencing on the receipt of the deposit required by the distributor; and

(b) the interest rate shall be at the Prime Business Rate set by the Bank of Canada less 2 percent.

6.2.19 The distributor shall have the right to witness the commissioning and testing of the connection of the generation facility to the distributor's distribution system.

6.2.20 Once the applicant informs the distributor that it has received all necessary approvals, provides the distributor with a copy of the authorization to connect from the ESA and enters into the Connection Agreement, the distributor shall act promptly to connect the generation facility to its distribution system.

6.2.21 Subject to any delays in commissioning and testing of the generation facility which are beyond the control of the distributor, a distributor shall connect a proposed small embedded generation facility within:

(a) 60 days of the applicant taking the steps set out in section 6.2.20, where no distribution system reinforcement or expansion is required; and

(b) 180 days of the applicant taking the steps set out in section 6.2.20, where a distribution system reinforcement or expansion is required.

6.2.22 A Connection Agreement for a small, mid-sized or large embedded generation facility shall be in the form set out in Appendix E where a standard form of contract is set out in Appendix E for that size of embedded generation facility.

6.2.23 Material on the process for connecting a generation facility to a distribution system is set out in Appendix F.1. This material is for information purposes only and the provisions of the Code govern in the case of any conflict.

6.2.24 A distributor may by written agreement with an applicant who is proposing to connect a small, mid-sized or large embedded generation facility provide that the process for connecting the generation facility to be followed is the process set out for a smaller category of embedded generation facility, including a micro-embedded generation facility.

6.2.25a A distributor shall require a generator that proposes to increase the output of an embedded generation facility that is then in service to submit a new application to connect, and the provisions of sections 6.2.9 to 6.2.24 shall apply.

Technical Requirements

6.2.25 A distributor shall ensure that the safety, reliability and efficiency of the distribution system is not materially adversely affected by the connection of a generation facility to the distribution system. A distributor shall require that new or significantly modified generation facilities meet the technical requirements specified in Appendix F.2.

6.2.26 A distributor shall ensure that the distribution system is adequately protected from potential damage or increased operating costs resulting from the connection of a generation facility. Despite section 2.2.1, if damage to the distribution system or increased operating costs result from the connection of a generation facility other

than a micro-embedded generation facility, the distributor shall be reimbursed for these costs by the generator.

6.2.27 A distributor shall require that a generator with a generation facility connected to the distributor's distribution system has a regular, scheduled maintenance plan to ensure that the generator's connection devices, protection systems and control systems are maintained in good working order. This requirement will be provided for in the connection agreement.

6.2.28 All equipment that is connected, operating or procured or ordered before May 1, 2002 is deemed to be in compliance with the technical requirements of this code.

6.2.29 A distributor may require that equipment deemed compliant under section 6.2.28 be brought into actual compliance with the technical requirements of this code within a specific reasonable time period where there is:

(a) a material deterioration of the reliability of the distribution system resulting from the performance of the generator's equipment;

(b) a material negative impact on the quality of power of an existing or a new customer resulting from the performance of the generator's equipment; or

(c) a material increase in generator capacity at the site where the equipment deemed compliant is located.

6.2.30 The distributor may act in accordance with section 6.2.29, once the distributor has developed rules and procedures for requiring equipment to be brought into actual compliance and these rules and procedures have been provided to the generator.

6.2A Connection Process for Distributor-owned Generation Facilities

6.2A.1 Except as otherwise provided in sections 6.2A.2 to 6.2A.6, a distributor shall connect a generation facility that will be owned by it in accordance with section 6.2

6.2A.2 The following sections do not apply in respect of the connection of a generation facility that will be owned by the distributor to whose distribution system the

facility is being connected: 6.2.3; 6.2.4.1(d); 6.2.4.1(g); 6.2.5; 6.2.9; 6.2.9.1; 6.2.9.2

6.2A.3 In applying section 6.2 in relation to a generation facility that will be owned by the distributor to whose distribution system the generation facility will be connected, the following shall apply:

(a) the distributor shall be deemed to be and shall in all respects be treated as the “applicant” or person applying for the connection of a generation facility (however that may be expressed in section 6.2);

(b) where a provision in section 6.2 requires an applicant or generator to pay a cost, charge, fee or other amount of money or requires a distributor to refund or return a cost, charge, fee or other amount of money to an applicant or a generator, the distributor shall instead record the relevant amount in accordance with the Accounting Guidelines. The payment requirement shall be deemed to have been satisfied on the date on which the requisite accounting record is made by the distributor;

(c) where a provision in section 6.2 requires an applicant or generator to provide a deposit or requires a distributor to refund or return all or part of a deposit to an applicant or a generator, the distributor shall instead record the relevant amount in accordance with the Accounting Guidelines. The requirement to provide, refund or return a deposit shall be deemed to have been satisfied on the date on which the requisite accounting record is made by the distributor;

(d) the distributor shall complete its standard connection application form applicable to the type and size of its generation facility, and shall append to that form any information that would be required to be provided by a third party applicant under section 6.2.5 or 6.2.9, as applicable, and section 6.2.11, if that information is not already covered by the standard application. This completed form shall be deemed to be and shall in all respects be treated as the application to connect (however that may be expressed in section 6.2); and

(e) the date on which an application is filed with the Ontario Power Authority for a contract under the Feed-in Tariff program in relation to the output of the distributor's generation facility shall be deemed to be and shall in all respects be treated as the date of receipt by the distributor of the application to connect its generation facility, and the distributor shall date stamp the application form referred to in section paragraph (d) accordingly.

For the purposes of this section: (i) "deposit" means a capacity allocation deposit, an additional capacity allocation deposit and a connection cost deposit, as applicable; and (ii) "Accounting Guidelines" means all requirements established by the Board and in effect at the relevant time in respect of the accounting records, accounting principles and accounting separation standards to be followed by the distributor in relation to a generation facility owned by the distributor, including the "Guidelines: Regulatory and Accounting Treatments for Distributor-Owned Generation Facilities" (G-2009-0300).

6.2A.4 The following shall apply in relation to the connection of a generation facility that will be owned by the distributor to whose distribution system the generation facility will be connected:

(a) where capacity can be allocated in respect of the generation facility in accordance with the applicable provisions of section 6.2, capacity shall be allocated in relation to the generation facility within 150 days from the deemed date of receipt of the application, determined in accordance with section 6.2A.3(e). The distributor shall document the date on which capacity has been allocated in relation to the generation facility;

(b) in lieu of the requirement set out in section 6.2.4.1(e)(v), capacity allocated in respect of the generation facility shall be removed if the distributor or the generation facility fail to satisfy any of the requirements of a connection cost agreement referred to in section 6.2A.4(i);

(c) in lieu of section 6.2.6, the following shall apply:

i) the distributor shall complete its standard offer to connect applicable to micro-embedded generation facilities in relation to its generation facility within the applicable timeline set out in section 6.2.6; and

ii) the distributor the distributor shall ensure that all applicable requirements of that standard offer to connect are met by or in relation to its generation facility;

(d) in lieu of section 6.2.7, the following shall apply:

i) the distributor shall document the receipt of all of the necessary approvals or the authorization to connect referred to in section 6.2.7;

ii) in lieu of the requirement to enter into a Connection Agreement, the distributor shall ensure that all applicable requirements of the Connection Agreement are met by or in relation to its generation facility; and

iii) subject to paragraph (ii), the distributor shall connect its generation facility to its distribution system within 5 days of the receipt of last necessary approval or authorization referred to in section 6.2.7;

(e) in lieu of section 6.2.12, the following shall apply:

i) the distributor shall complete an assessment of the impact of its generation facility and a detailed cost estimate of the proposed connection within the applicable timeline set out in section 6.2.12;

ii) the distributor shall complete its standard offer to connect applicable to the type and size of its generation facility within the applicable timeline set out in section 6.2.6;

iii) the distributor shall ensure that all applicable requirements set out in its standard offer to connect are met by or in relation to its generation facility; and

iv) in lieu of the permission to revoke the standard offer to connect, if the distributor has not satisfied the obligation to provide any required deposits (as defined in section 6.2A.3) in the manner specified in section 6.2A.3(b) within 60 days of the date on which the distributor completes the standard offer to connect, the distributor shall terminate the connection process in relation to its generation facility and the capacity

allocated to that facility shall be removed. The distributor shall not thereafter connect the generation facility except further to the preparation of a new application for connection as set out in section 6.2A.3(d);

(f) in lieu of section 6.2.13, the distributor shall complete an assessment of the impact of its generation facility within the applicable timeline set out in section 6.2.13;

(g) in lieu of section 6.2.15, where a material revision to the design, planned equipment or plans for its generation facility is proposed by the distributor, the distributor shall document the details of such revision;

(h) in lieu of section 6.2.16, the following shall apply:

i) the distributor shall complete a detailed cost estimate of the proposed connection within the timeline set out in section 6.2.16;

ii) the distributor shall complete its standard offer to connect applicable to the type and size of its generation facility within the applicable timeline set out in section 6.2.16; and

iii) the distributor shall ensure that all applicable requirements set out in its standard offer to connect are met by or in relation to its generation facility;

(i) in lieu of section 6.2.18, the following shall apply:

i) the distributor shall ensure that all of the requirements that must be included in a connection cost agreement as set out in section 6.2.18, other than in section 6.2.18 (g), as well as all other applicable requirements contained in the distributor's standard connection cost agreement applicable to the type and size of its generation facility are met by or in relation to its generation facility; and

ii) for the purposes of paragraph (i), the timelines expressed in section 6.2.18(c) by reference to the execution of a connection cost agreement shall instead be calculated by reference to the date that is 150 days from

the date of deemed receipt of the application to connect, determined in accordance with section 6.2A.3(e);

(j) in lieu of section 6.2.20, the following shall apply:

i) the distributor shall document the receipt of all of the necessary approvals and of the authorization to connect referred to in section 6.2.20;

ii) in lieu of the requirement to enter into a Connection Agreement, the distributor shall ensure that all applicable requirements set out in the applicable form of Connection Agreement are met by or in relation to its generation facility; and

iii) subject to paragraph (ii), the distributor shall promptly connect its generation facility to its distribution system following receipt of the last necessary approval or authorization referred to in section 6.2.20;

(k) to section 6.2A.2, sections 6.2.12 to 6.2.24 shall apply.

6.2A.5 Where any provision of section 6.2A requires a distributor to ensure that all applicable requirements of a standard offer to connect or of an agreement are met, a senior officer of the distributor shall certify such compliance in writing. Such certification shall be completed in respect of each such requirement at the time at which the distributor has taken the necessary steps to confirm that the requirement has been met.

6.2A.6 Where any provision of section 6.2A requires a distributor to document information or to complete a document, the distributor shall retain the document until two years after the date on which the connection process is terminated in respect of its generation facility or the date on which its generation facility ceases to be connected to its distribution system.

6.3 Responsibilities to Other Distributors

6.3.1 A distributor shall make every reasonable effort to respond promptly to another distributor's request for connection. A distributor shall provide an initial consultation with another distributor regarding the connection process within thirty (30) days of receiving a written request for connection. A final offer to connect

Professional Services for Transit Depot Rooftop - Solar Photovoltaic Panels

RFP 2024CDE-CS-TR-01-P

Task-Cost Matrix



Transit Depot Rooftop PV Design
CA

City of Sault Ste. Marie

32650-001

Principal: Joan Haysom **Total Budget:** **$ 208,329.91**

JLR PM: Vadim Belotserkovsky

Rev.: 0

J.L.Richards
ENGINEERS · ARCHITECTS · PLANNERS

Estimated Engineering Fee

	Project Delivery	Technical Delivery	Project Delivery	Energy Systems	Energy Systems	Electrical	Electrical	Electrical	Electrical	Structural	Structural	Structural	Architectural	Structural	Architectural	Sub-Consultants	Expenses	Expenses	Total Hours	Total Cost
	Principal	Project Manager	Project Coordinator II	Engineer I	Intern Engineer II	Engineer VI	Engineer V	Technician/Technologist VII	Technician/Technologist V	Engineer IV	Engineer II	Intern Engineer II	Architect IV	Technician/Technologist V	Technician/Technologist IV	10%	Mileage	Travel		
	Joan Haysom	Vadim Belotserkovsky	Amanda Denman	Ashley Hooker	Peter Gunn	Jaymeson Trudgen	Phil Jones	Steve MacCallum	Mathew Giardini	Sebastien Bernard	Stephen Greco	Rodrigo Rodriguez	Stephanie Campbell		Eili Kleppe	Racking Drawings				
	$262.50	$197.50	$132.50	$160.00	$142.50	$242.50	$222.50	$215.00	$175.00	$197.50	$170.00	$142.50	$197.50	$175.00	$160.00	$600.00	$0.61	$200.00		
Phase 1 - Pre-Construction (May-Aug)																				$ 125,416.64
A. Pre-Design (May)																			0	$ -
Project kick-off (Virtual)		4	4	2		1	2	2		1	2		1						19	$ 3,492.50
Review existing docs, drawings, data, codes, stds.		1	4	5	5	1		2	10		1	10	1						40	$ 6,455.00
Existing Conditions Site Visit		25							12		12		2				1227.2	5	51	$ 11,221.09
Progress Meetings (virtual)		2	2	2				2			2								10	$ 1,750.00
Roof condition assessment and code review													3						3	$ 592.50
Concept PV layout & generation (Helioscope)	1	1		2	8														12	$ 1,920.00
PV Racking Performance Spec (Structural)										0.5	2	6							8.5	$ 1,293.75
Structural Assessment		1	1	1						0.5	4	15							22.5	$ 3,406.25
Electrical Assessment	1	1	1	1		1	1	4	8										18	$ 3,477.50
Submit pre-consultation request to PUC		1		1	4														6	$ 927.50
Preliminary costing		1		2	4		4	1		0.5	2	4							18.5	$ 3,201.25
Existing incentive programs	1	1			2														4	$ 745.00
Review & acceptance by City	1	3	2	1				1			1		1						10	$ 1,862.50
Develop CIA documents (SLD, site plan, protection philosophy)		1	1	8	8	4	1	8	16										47	$ 8,462.50
Develop 30% design drawings and TOC for specs		2	1	4	8	1		4	8										28	$ 4,810.00
B. Detailed Design (June)																			0	$ -
Progress Meetings (virtual)		4	4	2				2			2								14	$ 2,410.00
Energy PV Layout and DC collection design		1		4	8														13	$ 1,977.50
Electrical interconnection and collection system design		1		2		4		6	14										27	$ 5,227.50
Racking layout (supplier)		2		1						0.5	2	7.5				2			13	$ 3,382.50
Develop draft specifications		1		1	4	1		2	8	0.5	2	4	2						25.5	$ 4,403.75
Develop 60% drawings with construction details		1		2		2		4	16	0.5	0.5	2	1						29	$ 5,328.75
Detailed Design Review meeting		2	2	1				1			1								7	$ 1,205.00
C. Construction Documents (July)																			0	$ -
Progress Meetings (virtual)		2	2	1				1			1								7	$ 1,205.00
Develop construction drawings and specifications	1	4	16	4	8	1	2	6	12	0.5	1	2	1			1			59.5	$ 10,441.25
Construction Documents Review meeting		2	4	2			2	2			2								14	$ 2,460.00
ESA plan review submission		1	1	1				1	2										6	$ 1,055.00
Building permit application submission		4	4	1	4			1	4		1	4	2						25	$ 4,100.00
D. Tendering (August)																			0	$ -
Prepare Issue for Tender Drawings & Specifications	1	4	12	2	4	1	2	4	9	0.5	1	2	1						43.5	$ 7,406.25
Tender Review meeting		2	2	2			2	2			2								12	$ 2,195.00
Site visit with bidders		25					12										613.6	3	37	$ 8,581.80
Review and respond to bid questions/prepare addenda	1	4	16	2	8		2	2	8		1	4							48	$ 7,647.50
Review bids and provide recommendation		2	4	1			1	1			1		1						11	$ 1,890.00
Assist the City in contract negotiations, if required.		2	2				1												5	$ 882.50
Prepare Issue for Construction Documents & CCDC Contract	1	4	8	1	4	1	1	1	4	0.5	1	4	1							
Phase 2 - Construction Phase (Sep-Nov)																				$ 54,373.43
Pre-Construction meeting							12										613.6	3	12	$ 3,644.30
Shop Drawing Review		4	8	4		1		4	7	0.5	1	4	1						34.5	$ 5,853.75
Contract Administration		17	8	1			8	1			2	4							41	$ 7,482.50
Bi-weekly construction meetings		6	6	6			6	6			3								33	$ 6,075.00
Monthly Site Reviews		25	3	3			36	12			12		1				1840.8	5	92	$ 20,765.39
Progress draw review		3	3	3			3	3			3		1						19	$ 3,490.00
Site instruction/CCD/CCN/CCN review and RFI responses		4	8	6	4	2		4	8		1	4	1						42	$ 7,062.50
Phase 3 - Post Construction Phase (December)																				$ 23,281.09
Commissioning oversight		6	2	3			12	1									613.6	1	24	$ 5,389.30
Review As-Builts and manuals		5		5	4			1	4		1	4	1						25	$ 4,210.00
Site performance and acceptance test review	1	3		4	4			4	2										18	$ 3,275.00
Deficiency Inspection and final payment certificate	1	4		2	8		12	2	8		2	16					613.6	2	55	$ 10,406.80
BREAKDOWN SUMMARY																				
Phase 1 - Pre-Construction (May-Aug)	8	112	93	59	79	18	33	60	131	5.5	44.5	64.5	17			3	1840.8	8	724.5	$ 130,675.39
Phase 2 - Construction Phase (Sep-Nov)		59	36	23	4	3	65	30	15	0.5	22	12	4				2454.4	8	273.5	$ 54,373.43
Phase 3 - Post Construction Phase (December)	2	18	2	14	16	0	24	8	14	0	3	20	1	0	0	0	1227.2	3	1352.2	$ 23,281.09
Total Hours Budgeted	**10**	**189**	**131**	**96**	**99**	**21**	**122**	**98**	**160**	**6**	**69.5**	**96.5**	**22**	**0**	**0**	**3**	**5522.4**	**19**	**1120**	
Total Cost Budgeted	**$2,625.00**	**$37,327.50**	**$17,357.50**	**$15,360.00**	**$14,107.50**	**$5,092.50**	**$27,145.00**	**$21,070.00**	**$28,000.00**	**$1,185.00**	**$11,815.00**	**$13,751.25**	**$4,345.00**	**$0.00**	**$0.00**	**$1,980.00**	**$3,368.66**	**$3,800.00**		**$ 208,329.91**

Mechanical Bay (Optional Scope)																				
Restructuring to support solar panels		1	8	2						2	4	15	16						48.0	$ 7,950.00
Roof Replacement Design		1	8	4						0.5	4	7.5	8		20				53.0	$ 8,525.00
Design	2	16	16	16	32	4		16	40	2	7.5	22.5	8	22.5	40				244.5	$ 41,128.75
Contract Administration	1	8	8	4	4	1	4	4	8	1	20	8	16		8				95.0	$ 16,682.50
Commissioning oversight	1	4	1	2	2		4	1	2		1	4	1						23.0	$ 4,182.50
Total Hours Budgeted	**4**	**30**	**41**	**28**	**38**	**5**	**8**	**21**	**50**	**5.5**	**36.5**	**57**	**49**	**22.5**	**68**	**0**	**0**	**0**	**464**	
Total Cost Budgeted	**$1,050.00**	**$5,925.00**	**$5,432.50**	**$4,480.00**	**$5,415.00**	**$1,212.50**	**$1,780.00**	**$4,515.00**	**$8,750.00**	**$1,086.25**	**$6,205.00**	**$8,122.50**	**$9,677.50**	**$3,937.50**	**$10,880.00**	**$0.00**	**$0.00**	**$0.00**		**$ 78,468.75**

BEST MANAGED COMPANIES Platinum member

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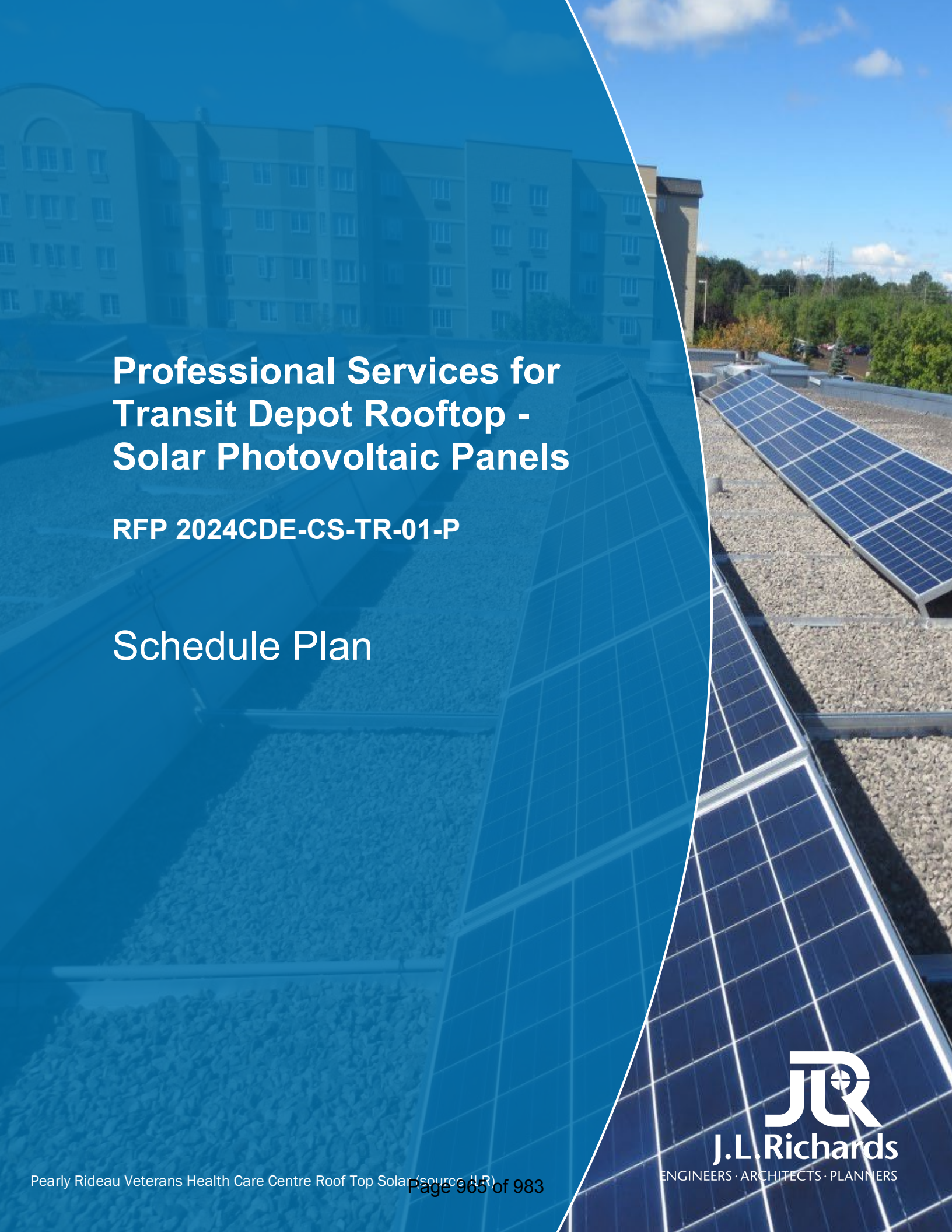
Professional Services for Transit Depot Rooftop - Solar Photovoltaic Panels

RFP 2024CDE-CS-TR-01-P

Schedule Plan



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City of Sault Ste. Marie

Professional Services Transit Depot Rooftop – Solar Photovoltaic Panels

RFP 2024CDE-CS-TR-01-P

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Proposed Project Schedule

2024

	May				June				July					August				September					October				November				December				
	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30
Phase 1 - Pre-Construction (May-Aug)																																			
A. Pre-Design (May)																																			
Project kick-off (Virtual)																																			
Review existing docs, drawings, data, codes, stds.																																			
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Structural Assessment																																			
Electrical Assessment																																			
Submit pre-consultation request to PUC																																			
Preliminary costing																																			
Existing incentive programs																																			
Review & acceptance by City																																			
Develop CIA documents (SLD, site plan, protection philosophy)																																			
Develop 30% design drawings and TOC for specs																																			
B. Detailed Design (June)																																			
Progress Meetings (virtual)																																			
Energy PV Layout and DC collection design																																			
Electrical interconnection and collection system design																																			
Racking layout (supplier)																																			
Develop draft specifications																																			
Develop 60% drawings with construction details																																			
Detailed Design Review meeting																																			
C. Construction Documents (July)																																			
Progress Meetings (virtual)																																			
Develop construction drawings and specifications																																			
Construction Documents Review meeting																																			
ESA plan review submission																																			
Building permit application submission																																			
D. Tendering (August)																																			
Prepare Issue for Tender Drawings & Specifications																																			
Tender Review meeting																																			
Site visit with bidders																																			
Review and respond to bid questions/prepare addenda																																			
Review bids and provide recommendation																																			
Assist the City in contract negotiations, if required.																																			
Prepare Issue for Construction Documents & CCDC Contract																																			
Phase 2 - Construction Phase (Sep-Nov)																																			
Pre-Construction meeting																																			
Shop Drawing Review																																			
Contract Administration																																			
Bi-weekly construction meetings																																			
Monthly Site Reviews																																			
Progress draw review																																			
Site instruction/CCD/CCN/CCN review and RFI responses																																			
Phase 3 - Post Construction Phase (December)																																			
Commissioning oversight																																			
Review As-Builts and manuals																																			
Site performance and acceptance test review																																			
Deficiency Inspection and final payment certificate																																			

Tasks Meetings Deliverables Project Management

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Professional Services for Transit Depot Rooftop - Solar Photovoltaic Panels

RFP 2024CDE-CS-TR-01-P

Resumes of Team Members



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Vadim Belotserkovsky

Senior Energy Systems Project Manager

Education

B.Eng., Mechanical Engineering, McGill University, 1989

Employment History

2022 to Date: J.L. Richards & Associates Limited – Senior Energy Systems Project Manager

2014 to 2022: Independent Consultant – Renewables, Efficiency & Energy Transition

2018 to 2021: Ottawa Renewable Energy Co-operative (OREC) – Engineering Manager, Solar Construction

2019 to 2020: JAZZ Solar Solutions – Senior Project Manager, Solar Construction

2018 to 2019: CoEnergy Ontario Co-operative Inc. – Engineering Manager, Energy Efficiency

2015 to 2016: Carmanah Technologies Corp. – Project Manager, Solar Construction

2010 to 2014: Hatch Ltd. – Project Manager, Renewable Power

2001 to 2010: GPCo Inc. (acquired by Hatch in 2010) – Senior Project Manager, Regional Director, Team Leader

1999 to 2001: SGA Energy – Project Engineer

1994 to 1997: CANMET, Natural Resources Canada – Buildings Group Project Officer

1990 to 1994: Vermont Energy Investment Corp. – Energy Analyst/Auditor, Contract Manager

1989 to 1990: McGill University, Brace Research Institute – Junior Research Engineer

Role: Project Manager

Vadim is a Senior Energy Systems Project Manager with a mechanical engineering background and over 30 years of experience in solar, wind, and building energy systems. He has worked on a wide range of green energy projects throughout Canada and internationally. Vadim's expertise includes project and construction management, the preparation of bid and contract documents, feasibility studies, energy and financial modelling, and design review. He has worked on a wide range of project sizes, totalling hundreds of MW of renewable generation.

This includes extensive work on the development, design review and construction of photovoltaic (PV) projects in Canada, both rooftop and ground mount and at all scales. He has also participated in independent and owner's engineering reviews of large portfolios of MW-scale ground-mount solar projects throughout the US.

As Project Manager, Vadim will be responsible for project goal setting, scheduling, coordination of all technical work (methodology and execution), and he'll be the lead point of contact for communication with the City and other stakeholders. He will be responsible for weekly and as-needed communications with the City's Project Team.

Vadim is a clear and composed communicator and effective team manager, which enables clear discussion and clear evolution through the project phases.

Representative Project Experience

Project Manager for Independent Engineering (IE) support to the project lender, Manulife Project Finance, for 3 ground-mount PV projects totaling about 75 MW (manage engineering review, reply to RFIs, confirm budget compliance, certify contractor payments), Alberta

Project Manager: reviewed and certified PVsyst energy modeling results for a 100 MW solar farm being proposed to SaskPower (reviewed PVsyst, compared to similar sites, compared weather data), Saskatchewan

Project and Construction Manager: CECCE School Board, Two Net Metering Rooftop PV projects, 700kW Combined (led full EPC initiative (engineering, procurement and construction) to design and build two large net-metered PV systems), Ottawa, ON

Performed Independent Engineering reviews of full drawings sets (30-99%) for some 15 solar farms (total 146 MW DC) across the US.

On-site quality inspections of some 20 rooftop and ground-mount PV projects totaling 2MW (executed field inspections for project buyers), London region, ON

Project Manager: Canada Bread Co., 3MW Battery Energy Storage System (BESS) (secured permits, managed production of drawings, reviewed equipment shop drawings for a modular Li-Ion BESS installation at an industrial facility for GA savings), Hamilton, ON

CANADA BEST MANAGED COMPANIES Platinum member

Project Manager: Oneida Nation of the Thames & Taykwa Tagamou Nation, Ontario, PV Installations (rooftop and ground mount) for Band-owned Buildings (planning, design, and contracting for some 600 kW of PV in each of two communities, including community-wide analysis of options and stakeholder consultations)

Project Manager: Energy Ottawa, portfolio of 2.3MW rooftop PV projects on eight municipal building, (permitting, construction project management, commissioning and performance test review), Ottawa, ON

Member of the Board of Directors (2015-2018) and Vice President (2018) for Ottawa Renewable Energy Co-op, a community-financed organization that currently owns and operates some 20 roof-top and ground-mount PV projects totalling 2.4 MW (provided development, management, operations and technical advice, as well as project management services), Ottawa area, ON

Owner's Representative and Project Manager: led a 600kW ground-mount 2-axis tracker project from concept to construction and operation, and another 600kW ground-mount project through preliminary design, both in McNab/Braeside, ON

Project Manager: Newfoundland and Labrador Hydro, Labrador Coastal Wind Energy Study (three-year study of wind energy in five small Labrador communities with diesel micro grids. Study included site selection, met mast installations for wind resource measurements, and preliminary feasibility, including environmental screening, assessment of road access, constructability, electrical interconnections, and preliminary costing)

Project Manager: Ventus Energy Inc., Early-stage Wind Project Development, (managed a team of engineers, meteorologists, and GIS specialists performing wind resource assessments, site selection, turbine micro siting, and annual energy production studies for about 10 wind projects in advanced design phases, comprising hundreds of MW of generating capacity. Built projects include: 99MW Caribou Wind Park, NB; 9MW Norway Wind Park, PEI; and 100MW West Cape Wind Park, PEI)

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Joan Haysom P. Eng., Ph.D.

Principal Associate
Innovative Energy Market Chief

Education

Ph.D., Physics, University of Ottawa, 2000

B.A.Sc., Engineering Physics, Queen's University, 1994

Fluent in English and French

Employment History

2023 to Date: J.L. Richards & Associates Limited – Principal Associate, Innovative Energy Market Chief

2020 to 2023: J.L. Richards & Associates Limited – Associate, Innovative Energy Market Chief

2018 to 2020: J.L. Richards & Associates Limited – Innovative Energy Market Chief

2016 to 2018: Leidos Canada Inc. – Senior Engineer and Business Development Lead

2010 to 2016: SUNLAB Research Group, University of Ottawa – Senior Manager, Industry Collaborations

2012 to 2014: Ottawa Renewable Energy Co-operative – Board of Directors and Technical Team Leader

2012 (English) and 2015 (French): University of Ottawa School of Electrical Engineering – Instructor, Sustainable Electric Power Systems

2008 to 2015: Hampton Consultants – Proprietor

1994 to 2010: Various positions, telecom and high-tech sectors

Professional Associations/ Memberships

Professional Engineers Ontario (PEO)

Canadian Solar Industries Association (CANSIA)

Canadian Green Building Council (CaGBC)

Role: Principal-in-Charge and Senior Review

Joan has over 25 years of technical experience in the energy and high-tech engineering, with a focus for more than a decade on solar, renewable energy, and low carbon solutions. Joan's areas of expertise include net-zero energy and net-zero carbon buildings, peak demand management, energy consumption and rate structure analysis, solar performance, integration of solar and battery energy storage, wastewater energy transfer and deep-green energy retrofits, and low carbon strategy.

As a Principal Associate and Innovative Energy Market Chief, Joan builds and manages teams across multiple disciplines in the support of a wide range of energy projects in the commercial, industrial, institutional, and municipal sectors. Joan's role includes business growth, management of complex projects and deep-dive technical studies.

In 2016, Joan won the CanSIA Woman of Distinction in Solar award for her work in professional and community capacity building and scientific contributions in the sector. Joan is an Adjunct Professor in Electrical Engineering at the University of Ottawa, and on the Board of Directors of the Ottawa Climate Action Fund, and a regular speaker and stakeholder in the renewable energy sector.

As Project Principal and Senior Reviewer, Joan will oversee the project's overall strategy, review deliverables, provide senior guidance and serve as an alternate point of contact for the City. Joan will also provide senior review for the energy team and the overall project deliverables.

Representative Project Experience

Peer Review: Regional Municipality of Halton, Oakville Water Treatment Plant PV and Batteries Deployment, 2020-2022 (feasibility study followed by full design, prepurchase and tender documents for rooftop PV and battery energy storage systems, for peak shaving and short-term standby power)

Peer Review: Algonquin College, Residence Complex Low Carbon HVAC Feasibility Study, Energy Assessment and Design Options including PV

Project Manager: Hydro Quebec, Advisory Services for Development of First Two Utility-Scale PV Facilities 2018-2020, (conceptual design optimization, project scheduling, environmental impacts, geotechnical studies, operations, support on tender documents for construction. Work further included tender review, advisory services on commissioning, maintenance scope of work, workshops).

Project Manager and Energy Lead: University of Ottawa On-Site Innovative Energy, 2020 (Indicative design, design-build tender documents, and owners support for rooftop bifacial solar, battery energy storage, cloud-based smart building energy controls, and EV charging

Peer Review: BGIS National Defence Headquarters PV Detailed Feasibility Study, Ottawa, ON, 2020 (PV on eleven buildings and parking grounds, including structural, renewable generation sub-grid concept, connection impact study submission)

Project Manager: BGIS, National Defence Headquarters PV Prefeasibility Study, Ottawa, ON, 2019 (8 MW PV on eleven buildings and parking grounds, including structural scan, electrical concept, peak demand reductions and levelized cost of energy)

Senior Energy Engineer: Morgan Solar, Alberta Solar One 10 MW Project, 2018 (Preliminary design including layout, site electrical and civil drawings, and optimization analysis of novel modules and tracker configurations)

Peer Review: Peak Power Inc. 2 MWh BESS Connection Impact Assessment, Toronto, ON, 2019.

Senior Energy Engineer: Grasshopper Solar Ground mount Bifacial In-field Performance, ON, 2019 (analysis of field data to discern performance and snow shed advantages of bifacial modules).

Peer Review: Peak Power Inc. Indoor Battery Energy Storage System Concept Design, 2019 (engineering and architectural design for deployment of battery systems inside commercial office buildings).

Peer Review: Goldcorp/Neumont Renewable Energy Feasibility Study, Timmins, ON, 2019 (feasibility study of 40 MW of PV, battery energy storage system (BESS), BESS plus PV and wind).

Project Manager: Vale Mining Energy Options Analysis 2018 (scan of eight thermal and electrical energy technologies to improve heating and cooling of mine operations, peak electricity demand, back-up power, power factor and greenhouse gas reductions)

Project Manager & Lead Author: Public Services and Procurement Canada Solar Position Paper, 2018 (assessment of rooftop and ground solar energy potential and levelized cost of energy across the government of Canada's property portfolio)

Independent Engineer: multiple renewable energy investors in Canada and United States, 2015-2019 (analysis of 25-year solar resource, energy predictions, and review of performance of operational plants, including portfolios of 2000 residential systems and 60 commercial projects, 100 MW, 180 MW and 250 MW utility-scale projects).

Independent Technology Reviewer: multiple global renewable energy manufacturers 2015-2019 (included NEXTracker's TrueCapture advanced high yielding tracking algorithm, of First Solar's Series 6 module, First Solar's PV modeling software PlantPredict)

Scientific Author in Solar Technology, 2011-present (topics including learning curve analysis of solar technology cost, PV system optimization for demand reduction, northern Canada solar resource data; solar spectrum resource metrology, bifacial module performance model, as well as other publications in applied PV topics)

Senior Research Associate and Project Manager: University of Ottawa SUNLAB, 2011-2015 (development of three solar test facilities in collaboration with industrial partners: a 10kW "nanogrid" testbed lab facility at University of Ottawa with Solantro Semiconductor, a dual-axis tracker with Morgan Solar prototype modules and solar resource measurements that was operated for 6 years in Ottawa; and a similar system deployed at a Mohave Desert test station. Additionally, developed new research programs on distributed demand response with Hydro Ottawa and bifacial performance modeling with Celestica Energy and SUNLAB's spin-off company DUET)

Technical Project Manager: Ottawa Renewable Energy Cooperative, Ottawa, ON, 2012-2014 (contracting, commissioning and performance monitoring of 7 rooftop PV arrays in the 10kW range)

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Ashley Hooker P.Eng.

Energy Systems Engineer

Education

B.Eng., Sustainable and Renewable Energy, Carleton University, 2018

Certificate, French as a Second Language, University of Regina, 2012

B.A.Hon., Political Science, University of Regina, 2011

Employment History

2023 to Date: J.L. Richards & Associates Limited – Energy Systems Engineer

2019 to 2023: J.L. Richards & Associates Limited – Energy Systems Engineering Intern

2018 to 2019: Carleton University, Sustainable Building Energy Systems – Project Engineering Intern

2015 to 2018: Carleton University, Sustainable Building Energy Systems – Research Assistant

2013 to 2014: Government of Saskatchewan, Ministry of Government Relations – GIS Researcher

Professional Associations/ Memberships

Professional Engineers Ontario (PEO)

Role: Energy Systems Engineer

Ashley has more than five years of experience working in renewable energy engineering. She is skilled in identifying and studying opportunities for decarbonization in both the built environment (e.g., new buildings and retrofits) and the transportation sector (e.g., fleet electrification). Ashley has a background in energy and Greenhouse Gas (GHG) modeling. Additionally, Ashley has led numerous successful applications for federal funding for low carbon or net zero building projects.

She has a depth of experience with energy data and analysis of portfolios of sites, and in performing life cycle cost analysis for renewable energy projects and other low carbon design options. Ashley has led the feasibility and design of several solar photovoltaic (PV) projects and is currently overseeing contract administration for two such projects under construction.

Ashley will be responsible for the solar PV design using the Helioscope tool to produce array layouts and energy modeling and contribute to PV costing research and report writing.

Representative Project Experience

Energy Systems Engineer: Confidential Client, Battery Electric School Bus (Analyzed route-specific data to quantify the number of buses that can be electrified for each of the 20 sites across Canada. Determined the range in worst case conditions and proposed options for including additional buses beyond the base range. Assessment of rooftop solar PV potential, providing options for system layout, size, generating capacity, GHG reductions (particular to each province), lifecycle cost analysis, estimated payback, etc. This project was driven by the requirement to satisfy the criteria set out by the Federal Government's Zero Emission Transit Fund.)

Energy Audit Lead and Climate Risk Assessment Support: Shepherds of Good Hope, Building Condition Assessments, Energy Audits and Climate Risk Assessment for Community Housing Portfolio, Ottawa, ON (Executed a cross-disciplinary climate risk assessment for the client's portfolio of seven buildings using the public infrastructure engineering vulnerability committee protocol to produce climate risk matrices that summarize each building's vulnerability to climate change.)

Energy Systems Lead: Kingston Indigenous Language Nest, Concept Design for Low-Carbon Building Retrofit (lead energy performance modeling and concept design to meet energy and GHG reduction targets, featuring highest efficiency heating and cooling systems, energy recovery ventilation, envelope enhancements, and on-site renewable energy generation)

Energy Modeller: Bonfield Municipal, Energy Plan (quantified the energy use intensity and associated GHG emissions with each sector and provide a roadmap to achieve those reductions with two emissions scenarios)

Energy Modeller: Avenue31, Business Park, Ottawa, ON (create energy models of a future business park to compare low carbon option)

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Stephanie Campbell

MArch, OAA, SAA, NSAA, MRAIC

Architect;
Manager, Sudbury Architectural & Structural Departments

Education

Master of Architecture, University of Waterloo, 2013

Bachelor of Architectural Studies, Honours, University of Waterloo, 2010

Employment History

2024 to Date: J.L. Richards & Associates Limited – Architect; Manager, Sudbury Architectural & Structural Departments; Practice Lead, Buildings

2021 to 2024: J.L. Richards & Associates Limited – Architect; Manager, Sudbury Architectural & Structural Departments

2020 to 2021: J.L. Richards & Associates Limited – Architect

2018 to 2020: Koopman Architecture – Architect

2014 to 2018: Koopman Architecture – Intern Architect

2013 to 2014: AODBT Architecture – Intern Architect

Professional Associations/ Memberships

Ontario Association of Architects (OAA)

Saskatchewan Association of Architects (SAA)

Nova Scotia Association of Architects (NSAA)

Royal Architectural Institute of Canada, Member (MRAIC)

Role: Architect

Stephanie is an Architect and Manager of JLR's Sudbury Architectural & Structural Departments. She has experience in all aspects of the architectural practice and all phases of projects, from conceptual design through detailed design, contract administration, and project closeout. She has extensive experience with design and coordination of multidisciplinary team projects.

Stephanie is effective at leading a design team, engaging with clients and stakeholders. Her skills include condition assessment reports, preparing presentation drawings, cost estimating, building code analysis, feasibility studies, coordination of construction drawings and specifications, bidding and contract administration. Her project experience ranges in scale, from small renovations and additions to larger new builds, and includes commercial, institutional, multi-family residential, and care facilities. Furthermore, Stephanie is the designated Practice Lead, Buildings because of her experience in the industry.

Stephanie will be responsible for the review and coordination of architectural implications of retrofit measures and will provide general building envelope expertise and costing support.

Representative Project Experience

Project Manager: Wikwemikong Development Commission, Point Grondine Eco Resort and Campground (pre-design, schematic design, design development, and construction documents)

Architectural Peer Review and Architect of Record: BHP, Administration and Maintenance Building, East Kemptville, ON (schematic design, design development, and construction documents)

Architectural Peer Review and Architect of Record: Global Affairs Canada, New Delhi Mail Room (schematic design, design development, and construction documents)

Architect: YES Theatre, The YES Theatre Refettorio, Sudbury, ON (schematic design report, design development, construction documents, tendering, and contract administration)

Architect: SNOLAB, Surface Building Renovations, Greater Sudbury, ON (detailed design, contract documents, specifications, FF&E, tendering, and contract administration)

Project Manager and Architect: Sudbury Catholic District School Board, Various Roof Replacement Projects, Greater Sudbury, ON (design development and contract documents, tender period support, contract administration)

Project Manager and Architect: Moose Deer Point First Nation, Niigon Facility Condition Assessment

Project Manager and Architect: Sagamok Anishnawbek First Nation, Biidaaban Kinoomaagegamik New School (detailed design, client engagement, tendering, and contract administration)

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Jaymeson J. Trudgen P. Eng.

Senior Associate
Senior Electrical Engineer

Education

B.Eng., Electrical Engineering
Carleton University, 2002

Control Systems Engineering Technology
Fanshawe College, 1998

Employment History

2023 to Date: J.L. Richards & Associates Limited – Senior Associate, Senior Electrical Engineer

2012 to 2023: J.L. Richards & Associates Limited – Associate, Senior Electrical Engineer

2007 to 2012: J.L. Richards & Associates Limited – Electrical Engineer

2002 to 2007: J.L. Richards & Associates Limited – Electrical Engineering Intern

2000 and 2001: J.L. Richards & Associates Limited – Co-op Student

1996 to 1997: Durrel Controls, London Ontario – DCS Field Systems Integrator

Professional Associations/ Memberships

Professional Engineers Ontario (PEO)

Institute of Electrical and Electronics Engineers (IEEE)

Power and Energy Society (PES)

Role: Senior Electrical Review

A Senior Associate and Senior Electrical Engineer, Jaymeson has extensive electrical design and administration experience in the industrial, municipal, and commercial sectors. He is involved with the design and/or review of the electrical distribution systems for most of our larger projects. He also leads our team of power design specialists and works with our project engineers to ensure power system designs are safe and properly coordinated.

Jaymeson's experience includes many facets of power design, including substations, hydro electric generators, solar system generators, standby generators, and uninterruptible power supplies.

He also has specialized expertise in the following areas: substation grounding, including ground resistivity testing, design and modeling; power distribution, including redundancy, generators, and UPS; coordination studies, power flow, fault, and arc flash modeling and analysis; substation design; hydro and solar generation design and applications; and OPA FIT programs.

Jaymeson will provide senior review of the facilities and grid interconnection investigations, including costing of electrical upgrades.

Representative Project Experience

Lead Electrical Engineer: Regional Municipality of Halton, PV and BESS Feasibility at the Oakville Water Purification Plant

Electrical Peer Review: Ottawa Macdonald-Cartier International Airport Authority, New Vehicle Storage Building (design of a 300 kW rooftop solar PV system as part of a new building construction project)

Lead Electrical Engineer:: SMS Equipment Timmins New Facility Rooftop PV (~110 kW DC)

Lead Electrical Engineer: Hydro Quebec, Utility Scale Solar Projects (Conceptual design of a 7.5 MW Solar array with Central Inverters as well as a separate 2.6 MW Solar array of string inverters)

Lead Electrical Engineer: BGIS, Carling Campus Photovoltaic Study (8.5 MW solution over a campus of 9 buildings and parking areas)

Lead Electrical Engineer: BGIS, Tunny's Pasture Carbon Neutral Photovoltaic Study (6.9 MW solution over a campus and parking areas which surrounds 10 buildings)

Electrical Engineer: Digital Realty Data Centre Retrofit, Markham, ON ($45M, five 1,350 kW data center suites, dual utility feeds, N+1 redundant diesel generator, utility transformers, and UPS systems)

Lead Electrical Engineer: Perley and Rideau Veterans' Health Centre, Ottawa, ON (250 kW Solar Fit Project, approx. 1,000 roof-mounted solar panels in multiple string arrays)

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Steve MacCallum C.E.T., L.E.T.

Senior Licensed Electrical Engineering Technologist

Education

Electrical Engineering Technology, Power Option, British Columbia Institute of Technology (1995)

Electrical Engineering Technology, Instrumentation Option, British Columbia Institute of Technology (1991)

Employment History

2024 to Date: J.L. Richards & Associates Limited – Senior Licensed Electrical Engineering Technologist

2019 to 2024: J.L. Richards & Associates Limited – Senior Electrical Technologist

2004 to 2019: John R. Hamalainen Engineering Ltd. – Engineering Technologist

2002 to 2003: Colt Engineering Corporation – Engineering Technologist

2001 to 2002: Techna-West Engineering Ltd. (now part of Jacobs Engineering) – Engineering Technologist

1999 to 2001: Independent Contractor – Electrical & Instrumentation Designer/Drafter

1998 to 1999: H.A. Simons – Electrical & Instrumentation Designer

1995 to 1997: Universal Dynamics Ltd. (now part of Andritz Group) – Electrical Designer

Professional Associations/ Memberships

Certified Engineering Technologist of Ontario (OACETT)

Professional Engineers Ontario (PEO), Limited License (LET)

Role: Senior Licensed Electrical Engineering Technologist

Steve is a Senior Licensed Electrical Engineering Technologist with a wide range of experience in Ontario and has worked nationally and internationally on award-winning projects. Steve has a limited license (LET) from PEO to independently perform electrical engineering for buildings and industry. Building system designs include fire alarm, data/voice, security, service upgrades, lighting, and emergency power systems for critical government facilities including DND, OLG, and OPP.

With proven communication skills on interdisciplinary projects, he has a broad knowledge in various industries both large and small. Over his career, Steve has gained valuable insight into what it takes to be an efficient design lead, effective team member, and valuable liaison for contractors and clients. He is familiar with a wide range of client standards and the importance of compliance with governing regulations.

Steve has the experience to complete a project from start to finish, including preliminary proposal to design and construction, to close out, and fully understands what it takes to satisfy all client requirements and how to ensure a project is completed with minimal disruption.

Steve will review findings and data from the site visit, assist with grid interconnection discussions with utilities, advise on the practicality and costing of electrical systems, report on electrical findings and results.

Representative Project Experience

Engineering Technologist: Laurentian University, Ben Avery Building Addition (design of electrical systems, a LEED building)

Engineering Technologist: Sudbury Airport, Apron Lighting Systems Upgrade

Engineering Technologist: Sudbury Jail, Security Upgrade Projects (CCTV installation)

Engineering Technologist: Generator Upgrades Including Willet Green Miller Center (500kW), MCTV (250kW), Roberta Bondar Place (SSM) (1200kW), Espanola Hospital (250kw)

Engineering Technologist: Fire Alarm Systems Upgrades, Including Northern Central Ontario Tax Services Office, Thunder Bay City Hall building, ICAN Nursing Home, North Bay Courthouse

Researcher: Various Research and Writing Studies Including Comprehensive Life and Safety Systems Study for St. Catharines MTO Headquarters; Electrical Audit for Sudbury Jail; Recommendations for Emergency Power Upgrades for North Bay Police Headquarters 911 Call Center, Sudbury Catholic School Board Security System Upgrades (18 schools)

Engineering Technologist: Electrical design of Sagamok Anishnawbek Biidaaban School, Mattagami First Nation School, Point Grondine Eco Resort (Wikwemikong First Nation)

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Mathew Giardini C.Tech.

Senior Electrical Technician

Education

Diploma in Electrical Engineering Technology, Cambrian College of Applied Arts and Technology, 2009

Employment History

2022 to Date: J.L. Richards & Associates Limited – Senior Electrical Technician

2020 to 2022: J.L. Richards & Associates Limited – Electrical Technician

2015 to 2020: J.L. Richards & Associates Limited – Electrical Designer

2010 to 2015: Metalec Sudbury Inc. – Electrical Designer

Professional Associations/ Memberships

Ontario Association of Certified Engineering Technicians and Technologists (OACETT)

Role: Senior Electrical Technician

Mathew is a Senior Electrical Technician with a focus on the design of industrial power distribution, protection and control systems.

He has experience in the design of power distribution protection and control, portable substations, resistance grounding systems, motor control centres, variable frequency drives, high voltage switchgear, communications, and lighting systems.

Mathew is skilled in design and drawing production using both AutoCAD and MicroStation. His project experience includes collaboration and coordination with other disciplines, preparation of working drawings and specifications, and conducting pre-commissioning inspections.

Mathew will provide support to Steve, complete the site visits, and prepare electrical drawings.

Representative Project Experience

Electrical Designer: Vale, Copper Cliff Smelter, Orford Cooling Tower System, Sudbury, ON

Electrical Designer: Vale, Clarabelle Mill, IP Cameras at Trestle Pipeline, Sudbury, ON

Electrical Designer: Vale, Creighton Mine Longitudinal, Sudbury, ON

Electrical Designer: City of Greater Sudbury, Airport Kitchen Renovation, Sudbury, ON

Electrical Designer: Sumitomo Metal Mining Co. Ltd., Portable Substation and HV Switchgear, Delta Junction, AK

Electrical Designer: Diavik Diamond Mines, Portable Substation, HV Switchgear and HV Junction Box, Yellowknife, NT

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Phillip Jones

Senior Associate;
Senior Electrical Project Manager

Education

Electro-Mechanical Engineering Technology, Algonquin College of Applied Arts and Technology, 1990

Technical Writing, Algonquin College of Applied Arts and Technology, 1992

Employment History

2023 to Date: J.L. Richards & Associates Limited – Senior Associate; Senior Electrical Project Manager

2006 to 2023: J.L. Richards & Associates Limited – Associate; Senior Electrical Project Manager

2000 to 2006: J.L. Richards & Associates Limited – Senior Electrical Project Manager

1987 to 2000: J.L. Richards & Associates Limited – Electrical Draftsperson/Designer

Professional Associations/ Memberships

Ontario Electrical League (OEL)

Role: Contract Administrator

As a Senior Associate and Senior Electrical Project Manager, Phillip is responsible for managing design and contract administration of commercial, municipal, industrial, and communications facilities and multidisciplinary projects. He is experienced in alternate forms of project delivery, such as fast-track, design/build, construction management, and partnering.

With many years of experience in design and multidisciplinary project management in the construction industry, Phillip has an in-depth knowledge of standby power systems (generators and UPSs), utility or privately-owned high voltage distribution systems, communications/security infrastructure, project commissioning, and a wide spectrum of facility-related electrical systems including Life Safety.

He has been responsible for the delivery of several domestic and more than 25 offshore projects that required very sensitive designs to meet local constructability environmental and operational requirements, as well as complex client needs.

Phil will manage the contract administration services for the project and will be responsible for ensuring that the construction adheres to the tender documents. Due the electrical focus of this project we have selected Phil who has a significant electrical project management experience to ensure speedy mitigation if any issues arise.

Representative Project Experience

Senior Electrical Designer: Cannabis Research and Development Facility, New Laboratories Facility, Project Master Plan, and Manufacturing Facilities Upgrade

Senior Electrical Designer: Algonquin College, Indoor/Outdoor Field and Field House, Feasibility Study, Design Brief, and Detailed Design, Ottawa, ON

Project Manager and Lead Electrical Designer: Township of Beckwith, Zero Energy Town Office/Hall (design build-design brief, detailed design, and contract admin)

Senior Electrical Designer: Canadian Tire Centre, Club Bell Premium Suite Fit-up, Electrical Design and Contract Administration, Kanata, ON

Project Manager and Lead Electrical Designer: Clyde Avenue Recreation Centre, Waterworks and Fire Alarm Replacement, Ottawa, ON

Project Manager and Lead Electrical: PWGSC, Various Facilities (electrical distribution coordination and Arc Flash investigations, studies c/w recommendation, and equipment Arc Flash identification)

Project Manager and Lead Electrical Designer: Government Complex Physical Plant (medium voltage, variable-speed chilled water pump system)

Electrical Designer: Canadian Blood Services, New Manufacturing and Collection Facility, Ottawa, ON

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Sébastien Bernard P.Eng., M.A.Sc., ing.

Associate, Senior Structural Engineer

Education

M.A.Sc. Civil Engineering
University of Ottawa, 2013

B.A.Sc. Civil Engineering
University of Ottawa, 2011

Fluent in English and French

Employment History

2022 to Date: J.L. Richards & Associates Limited – Associate, Senior Structural Engineer

2016 to 2021: J.L. Richards & Associates Limited – Structural Engineer

2013 to 2016: J.L. Richards & Associates Limited – Structural Engineering Intern

2007 to 2011: Levac Robichaud Leclerc and Associates – Engineering Summer Intern

Professional Associations/ Memberships

Professional Engineers Ontario (PEO)

Ordre des ingénieurs du Québec (OIQ)

Association of Professional Engineers and Geoscientists of Alberta

Role: Senior Structural Engineer

Sébastien is an Associate and Senior Structural Engineer whose responsibilities include structural analysis and design of new and existing buildings, preparation of contract documents, opinions of probable cost, and construction contract administration for the municipal, industrial, commercial, and institutional sectors.

Sébastien regularly reviews existing rooftops for load capacity for solar PV, including wind, snow and seismic load analysis. He also specifies and reviews geotechnical testing towards design of foundations and ground-mount solar piles.

Sébastien will provide senior review of the structural assessments of the facility and the costing of any structural upgrades, if needed.

Representative Project Experience

Structural Engineer: Regional Municipality of Halton, PV and BESS Feasibility at the Oakville Water Purification Plant

Structural Engineer: Algonquin College, Residence Complex Low Carbon HVAC Feasibility Study, Energy Assessment and Design Options including PV

Structural Engineer: NDHQ, Carling Campus PV Feasibility Study (review installation feasibility of rooftop PV on up to 10 budlings on site and review of systems for deploying PV over existing parking lots)

Structural Engineer: City of Saskatoon, PV Feasibility Study (review feasibility installation of rooftop PV for 12 City owned buildings at various sites)

Structural Engineer: BGIS Soar Installation, Chattam, ON (review feasibility of installation of rooftop PV)

Structural Engineer: Hydro Quebec, Advisory Services for Development of First Two Utility-Scale PV Facilities

Structural Engineer: City of Guelph, Waste Innovation Center New Maintenance Building (new maintenance building with exterior storage canopy with roof designed to accommodate solar arrays)

Structural Engineer Lead: JLR Ottawa Office, Mass Timber Design with PV Parking Canopies and Roof PV (design of new 5-storey mass timber structure including future PV parking canopies and an architectural PV wing canopy above building roof)

Structural Engineer: Dwyer Hill Vehicle Storage Canopy (new vehicle shelter canopy designed to accommodate solar arrays)

Structural Engineer: ONTC, Bus Canopy (new bus parking canopy with roof designed to accommodate solar arrays)

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Stephen Greco M.Eng., P.Eng.

Structural Engineer

Education

MEng, Structural Engineering, Western University, 2016

BESc, Structural Engineering Option, Western University, 2015

Employment History

2024 to Date: J.L. Richards & Associates Limited – Structural Engineer

2021 to 2024: Entuitive – Intermediate Structural Engineer

2016 to 2021: AMG Metals Inc. – Structural Engineer

2015: AECOM – Structural Engineer in Training

2013: AECOM – Engineering Technician I

Professional Associations/ Memberships

Professional Engineers Ontario (PEO)

Role: Structural Engineer

Stephen is a Structural Engineer whose responsibilities include structural analysis and assisting in the design of new and existing buildings, structures, and components. He has been involved in a variety of projects in the commercial, institutional, industrial, and residential sectors. This experience has allowed him to develop an in-depth understanding of how to contribute effectively to structural design as a member of multidisciplinary teams.

Stephen has experience contributing to successful project management and is responsible for preparing cost estimates; performing cost analysis; executing site visits; reviewing and interpreting blueprints, drawings, and specifications; and updating drawings to reflect developing design.

Stephen has extensive experience using design software, such as SAP2000, SAFE, and ETABS, to complete detailed designs of both new and existing structures.

Stephen will review findings and data from the site visit, assist with structural assessments, advise on the practicality and costing of the roof and other structural components, report on structural findings and results, and prepare drawings.

Representative Project Experience

Project Engineer: Branthaven, The Greenwich Condos, Oakville, ON

Structural Engineer: Main + Main, 400 Albert Street, Ottawa, ON

Structural Engineer: Daniels, Erin Mills Block 3, Mississauga, ON

Structural Engineer: Riocan, Verge Condos, Toronto, ON

Structural Engineer: Mount Sinai Hospital, Phase 3A Redevelopment, Toronto, ON

Structural Engineer: Cactus Club, King Taps King West, Toronto, ON

Structural Engineer: Metrolinx, Union Station Corridor, Railway Signal Structures, Toronto, ON

Structural Engineer: York Region Transit, Viva Next, York Region, ON

BEST MANAGED COMPANIES Platinum member

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-85

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street that portion of McNeice Street described as PIN 31497-0301 (LT) ADAM STREET PL H463 RANKIN LOCATION (AKA MCNEICE ST); PT 2 & 3 1R4035; SAULT STE. MARIE.

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PIN 31497-0301 (LT) ADAM STREET PL H463 RANKIN LOCATION (AKA MCNEICE ST); PT 2 & 3 1R4035; SAULT STE. MARIE.

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2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of May, 2024.

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MAYOR – MATTHEW SHOEMAKER

_____
CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-85 Street Assumption.docx

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2024-85. IT IS FOR INFORMATION PURPOSES ONLY

