



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

Monday, September 18, 2023

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

16 - 34

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the Minutes of the Regular Council Meeting of August 28, 2023 be approved.

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – Yates Avenue – PUC (Transmission) LP

Proponent is a client of law firm.

4.2 Mayor M. Shoemaker – By-law 2023-149 (Zoning) 207 Old Garden River Road (Daniel Fremlin Holdings Inc.)

Proponent is a client of law firm.

4.3 *Councillor S. Hollingsworth – By-law 2023-149 (Zoning) 207 Old Garden River Road (Daniel Fremlin Holdings Inc.)*

Proponent is a family member.

4.4 *Mayor M. Shoemaker – By-law 2023-159 (Property Sale) Surplus Property Portion of Yates Avenue*

Proponent is a client of law firm.

5. *Approve Agenda as Presented*

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the Agenda for September 18, 2023 City Council Meeting as presented be approved.

6. *Presentations*

6.1 *Algoma Steel Inc.*

6.2 *Community Development Fund Request – Harvest Algoma*

35 - 51

David Thompson, RAIN Director, Sault Ste. Marie Innovation Centre

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that all the items listed under date September 18, 2023 – Agenda item 7 – Consent Agenda save and except Agenda items 7.12, 7.14 and 7.15 be approved as recommended.

7.1 *City Awards 2023*

52 - 54

A report of the Deputy City Clerk is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Deputy City Clerk dated September 18, 2023 concerning City Awards 2023 be received and that:

1. The Community Development Award be awarded jointly to the Soo Finnish Nordic Ski Club/Hiawatha Highlands; Kinsmen Club of Sault Ste. Marie; Sault Cycling Club; and The Voyageur Trail Association; and
2. The Sports Hall of Fame be awarded to Marty Dimma and Jesse Jakomait.

- 7.2** **2023 City of Sault Ste. Marie Credit Rating** 55 - 63
- A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.
- Mover Councillor C. Gardi
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Chief Financial Officer/Treasurer dated September 18, 2023 concerning the 2023 City of Sault Ste Marie Credit Rating be received as information.
- 7.3** **Professional Services, UV Upgrade East End Water Pollution Control Plant** 64 - 65
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2023-152 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.4** **Property Tax Appeals** 66 - 68
- A report of the Manager of Taxation is attached for the consideration of Council.
- Mover Councillor C. Gardi
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager of Taxation dated September 18, 2023 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.
- 7.5** **Social Equity Transit Pass** 69 - 73
- A report of the Director of Community Services is attached for the consideration of Council.
- Mover Councillor C. Gardi
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director of Community Services dated September 18, 2023 concerning the Social Equity Transit Pass be received and that new user fees be implemented at half the current posted Transit pass rate for eligible Social Services and Ontario Disability Support Program clients.
- 7.6** **Animal Control Enforcement and Sheltering** 74 - 84
- A report of the Director of Community Services is attached for the consideration of Council.
- Mover Councillor C. Gardi
Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated September 18, 2023 concerning Animal Control Enforcement and Sheltering be received and that Council approve the single sourcing of enforcement and sheltering services to the Sault Ste. Marie and District SPCA (Humane Society).

The relevant By-laws 2023-134 and 2023-135 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Lease Renewal – Southwest Building at Roberta Bondar Park (BeaverTails) 85 - 87

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

The relevant By-laws 2023-141 and 2023-136 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.8 August 2023 Tourism Development Fund Applications 88 - 93

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Tourism and Community Development dated September 18, 2023 concerning August 2023 Tourism Development Fund applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$42,500, as detailed below be approved:

1. Ontario Baseball Provincial Championships (\$3,000);
2. Northern Ontario Tourism Summit (\$7,500);
3. Metis Nation of Ontario Rights Conference (\$5,000);
4. Northeastern Ontario Swim Meet (\$2,000); and
5. Kinsmen Club of Sault Ste. Marie Boardwalk Replacement Project (\$25,000).

7.9 Community Development Fund Request – Harvest Algoma 94 - 115

A report of the Director of Economic Development is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Community Development Fund Request – Harvest Algoma/Sault Ste. Marie Innovation Centre Acquisition be received and that funding for the acquisition be provided from the Community Development Fund-Economic Development stream in the amount of \$180,000

to be paid out over a three-year period in payments of \$60,000 per year.

7.9.1 *Amended Motion*

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Community Development Fund Request – Harvest Algoma/Sault Ste. Marie Innovation Centre Acquisition be received and that funding for the acquisition be provided from the Community Development Fund-Economic Development stream in the amount of \$180,000 to be paid out over a three-year period in payments of \$60,000 per year;

Further that Harvest Algoma and the Sault Ste. Marie Innovation Centre present an annual report card to Council showing the progress and financial results of the new food redistribution entity. In the event that positive results are not realized, Council reserves the right not to extend another \$60,000.

7.10 *Wood Park Court Environmental Assessment*

116 - 118

A report of the Director of Economic Development is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Wood Park Court Environmental Assessment be received and that staff be directed to initiate the Environmental Assessment to facilitate the development of Industrial land at the Wood Park Court location at the cost of \$75,000 and survey at the cost of \$20,000 is funded through the Industrial Property Reserve.

7.10.1 *Amended Council Report*

119 - 120

An amended report is attached which corrects the PUC corporate entity from PUC to PUC (Transmission) LP.

7.11 *Yates Avenue – Great Lakes Fishery Commission*

121 - 127

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – Great Lakes Fishery Commission be received and that that the City owned property described as being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel shown in Schedule “A” to this

Report be declared surplus to the City's needs and the disposition of the said property in accordance with the City's policy for the disposition of land to the Great Lakes Fishery Commission for the amount of \$334,500 be approved.

Further, that the costs for the survey to be completed by the City once the Buyer waives all conditions in the Agreement of Purchaser and Sale.

The relevant By-law 2023-158 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.11.1 *Additional Information Report* 128 - 129

7.12 *Yates Avenue – PUC (Transmission) LP* 130 - 136

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

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

7.12.1 *Yates Avenue PUC (Transmission) LP Amended Report* 137 - 139

An amended report is attached which corrects the PUC corporate entity from PUC to PUC (Transmission) LP.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – PUC (Transmission) LP be received and that the City owned property described as being Part of Section 34 Korah, Part PIN 31609-0043, specifically the 13.15 acre parcel marked on Schedule "A" to this report be declared surplus to the City's needs and the disposition of the said property in accordance with the City's policy for the disposition of land to PUC (Transmission) LP for the amount of \$1,052,000 be approved.

Further, that the costs for the survey to be completed by the City once the Buyer waives the financing condition in the Agreement of Purchase and Sale.

The relevant By-law 2023-159 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.13 *Ontario Heritage Act – Part IV Designation of the 54 Summit Avenue* 140 - 151

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Recreation and Culture dated September 18, 2023 concerning *Ontario Heritage Act – Part IV Designation of 54 Summit Avenue* be received and that the recommendation by the Sault

Ste. Marie Municipal Heritage Committee to designate 54 Summit Avenue under Part IV of the *Ontario Heritage Act* be approved.

- 7.14 City of Sault Ste. Marie Film Policy** 152 - 154
- A report of the Film, TV and Digital Media Coordinator is attached for the consideration of Council.
- The relevant By-laws 2023-154, 2023-155, 2023-156, and 2023-157 are listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.15 Queen Street Improvements – Phase 1 Engineering** 155 - 156
- A report of the Director of Engineering is attached for the consideration of Council.
- The relevant By-law 2023-160 is listed under item 12 of the Agenda and will be read with all the by-laws under that item.
- 7.16 Deeming By-law for 724 Bonney Street and Abutting Lane (Surplus Property for Habitat for Humanity)** 157 - 158
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2023-150 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.17 Housekeeping – Repeal By-Law 2022-46 and By-Law 2022-121 Surplus Property Part of Civic 15 Creery Avenue (Briel)** 159 - 160
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-Law 2023-153 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**
- 8.4 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 **Graffiti Committee**

Mover Councillor L. Vezeau-Allen

Seconder Councillor S. Spina

Whereas in November of 2013 then Councillors Myers and Butland presented a motion to create a committee addressing the incidents of nuisance tagging; and

Whereas this committee evolved into the Community Committee on Graffiti; and

Whereas multiple community organizations contributed, including Art Gallery of Algoma, Downtown Association, Arts Council of Sault Ste Marie, NORDIK Institute, Algoma University, Police Services, PUC, and others; and

Whereas the Graffiti Reframed Project was led and created due to outcomes of this committee; and

Whereas NORDIK published the Graffiti Reframed research paper in 2015; and

Whereas the City and community partners have invested in multiple public art projects; and

Whereas nuisance tagging is on the rise, most notably defacing public art installations; and

Whereas further education, outreach and advocacy needs to happen;

Now Therefore Be It Resolved that the Community Committee on Graffiti be revitalized and staff develop a Terms of Reference and Committee Structure.

9.2 **Accessible Baseball Fields in Sault Ste. Marie**

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Whereas Sault Ste. Marie teams took 3 major provincial baseball titles on the weekend of September 1-3, including the 9U BlackSox, the 11U Black Sox and the 13U BlackSox; and

Whereas Sault Ste. Marie played host to the 9U and 11U provincial championships, and saw teams from across Ontario converge at Sinclair Yards for the tournament; and

Whereas on the heels of the tournament's success, and the success of the Sault Ste. Marie teams, organizers believe the future of baseball is bright in Sault Ste. Marie; and

Whereas feedback from the tournament has been largely positive, with constructive feedback centred on the need for accessible fields, washrooms, parking spaces and associated amenities on site; and

Whereas Challenger Baseball is a barrier-free form of baseball that has 33,000 participants, and growing, across Ontario; and

Whereas for the City of Sault Ste. Marie to host Challenger Baseball tournaments, or simply to enhance the experience of existing tournaments that are already being hosted in Sault Ste. Marie, more accessible amenities should be incorporated into Sinclair Yards;

Now Therefore Be It Resolved that the City of Sault Ste. Marie, in partnership or coordination with Sault Minor Baseball Association and the Ontario Baseball Association, be directed to report back to the Council of the City of Sault Ste. Marie with potential accessibility improvements to the Sinclair Yards and funding options or grants available to make the necessary improvements.

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 C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 12 of the Agenda under date September 18, 2023 save and except By-laws 2023-149 and 2023-159 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 2023-134 (Agreement) Sault Ste. Marie and District Society for Prevention of Cruelty to Animals (SPCA) Amending Lease

161 - 164

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-134 being a by-law to authorize the execution of the Amending Lease Agreement between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals ("SPCA") to support the extension of the land lease agreement be passed in open Council this 18th day of September, 2023.

- 12.1.2 By-law 2023-135 (Agreement) Sault Ste. Marie and District Society for Prevention of Cruelty to Animals (SPCA) Amending Service Agreement 165 - 167**
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor C. Gardi
 Secunder Councillor L. Dufour
 Resolved that By-law 2023-135 being a by-law to authorize the execution of the Amending Services Agreement between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals ("SPCA") to provide information supporting the extension of the purchased services contract be passed in open Council this 18th day of September, 2023.
- 12.1.3 By-law 2023-136 (Agreement) 1972703 Ontario Inc. (Sheila Purvis) Beavertails Franchise Agreement 168 - 175**
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor C. Gardi
 Secunder Councillor L. Dufour
 Resolved that By-Law 2023-136 being a by-law to authorize the execution of the Franchise Agreement between the City, Queues De Castor/BeaverTails Canada Inc. and 1972703 Ontario Inc. (Sheila Purvis) to operate the Beavertails franchised business located at Roberta Bondar Park, 65 Foster Drive, be passed in open Council this 18th day of September, 2023.
- 12.1.4 By-law 2023-141 (Agreement) BeaverTails Lease 1972703 Ontario Inc. (Sheila Purvis) 176 - 195**
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor C. Gardi
 Secunder Councillor L. Dufour
 Resolved that By-Law 2023-141 being a by-law to authorize the execution of the Agreement between the City and 1972703 Ontario Inc. (Sheila Purvis) to lease and operate the BeaverTails restaurant/lounge/retail space at Roberta Bondar Park and to repeal By-law 2019-86 be passed in open Council this 18th day of September, 2023.
- 12.1.5 By-law 2023-147 (Zoning) 534 Third Line East (Reghold Corporation/Rejean Bernard) 196 - 198**
- Council report was passed by Council resolution on August 28, 2023.
- Mover Councillor C. Gardi
 Secunder Councillor L. Dufour
 Resolved that By-Law 2023-147 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 534 Third Line East (Reghold Corporation/Rejean Bernard) be passed in open

Council this 18th day of September, 2023.

- 12.1.6 By-law 2023-148 (Development Control) 534 Third Line East (Reghold Corporation/Rejean Bernard)** 199 - 201
- Council report was passed by Council resolution on August 28, 2023.
- Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-Law 2023-148 being a by-law to designate the lands located at 534 Third Line East an area of site plan control (Reghold Corporation/Rejean Bernard) be passed in open Council this 18th day of September, 2023.
- 12.1.7 By-law 2023-149 (Zoning) 207 Old Garden River Road (Daniel Fremlin Holdings Inc.)** 202 - 204
- Council report was passed by Council resolution on August 28, 2023.
- Mayor M. Shoemaker declared a conflict on this item. (Proponent is a client of law firm.)
Councillor S. Hollingsworth declared a conflict on this item. (Proponent is a family member.)
Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-Law 2023-149 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Old Garden River Road (Daniel Fremlin Holdings Inc.) be passed in open Council this 18th day of September, 2023.
- 12.1.8 By-law 2023-150 (Subdivision Control) Deeming for 724 Bonney Street and Abutting Lane (Surplus Property for Habitat for Humanity)** 205 - 207
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-law 2023-150 being a by-law to deem not registered for purposes of subdivision control certain lots and lane in the Bayview Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 18th day of September, 2023.
- 12.1.9 By-law 2023-151 (Taxation Exemption) Mill Market Sault Ste. Marie** 208 - 211
- Council Report was passed by Council resolution on July 10, 2023.
- Mover Councillor C. Gardi
Seconder Councillor L. Dufour

Resolved that By-law 2023-151 being a by-law to provide for the taxation exemption for the Mill Market Sault Ste. Marie at 73 Brock Street as a Municipal Capital Facility be passed in open Council this 18th day of September, 2023.

12.1.10 By-law 2023-152 (Agreement) AECOM Canada Ltd., London ON, UV Upgrade East End Water Pollution Control Plant 212 - 320

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-152 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd., London ON for Professional Services for the UV Upgrade East End Water Pollution Control be passed in open Council this 18th day of September, 2023.

12.1.11 By-law 2023-153 (Property Sale) Housekeeping Repeal By-Law 2022-121 Part of 15 Creery Aveue 321 - 321

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-153 being a by-law to repeal By-law 2022-121 a by-law to authorize the sale of surplus property being part of civic 15 Creery Avenue legally described as PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE, part PIN 31523-0147 to Chris Briel be passed in open Council this 18th day of September, 2023.

12.1.12 By-law 2023-154 (Film, Television and Digital Media Guidelines) Adopt Film Television Digital Media Guidelines 322 - 336

A report from the Film, TV and Digital Media Coordinator is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-Law 2023-154 being a by-law to adopt the Film, Television and Digital Media Guidelines be passed in open Council this 18th day of September, 2023.

12.1.13 By-law 2023-155 (Delegation to Deputy CAO of CDES) Authority to Revoke Noise and Road Cuts By-law exemption for Film Productions 337 - 337

A report from the Film, TV and Digital Media Coordinator is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-155 being a by-law to delegate to the Deputy CAO of Community Development and Enterprise Service, or his/her designate, the authority to revoke a Noise By-Law exemption or Road Cuts By-Law Exemption for Film Productions be passed in open Council this 18th day of September, 2023.

12.1.14 By-law 2023-156 (Noise) Amend Noise By-law 80-200 for Film Production 338 - 338

A report from the Film, TV and Digital Media Coordinator is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-Law 2023-156 being a by-law to amend Noise By-law 80-200 be passed in open Council this 18th day of September, 2023.

12.1.15 By-law 2023-157 (Road Cuts) Amend Road Cuts By-law 2020-70 for Film Production 339 - 339

A report from the Film, TV and Digital Media Coordinator is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-Law 2023-157 being a by-law to amend Road Cuts By-law 2020-70 be passed in open Council this 18th day of September, 2023.

12.1.16 By-law 2023-158 (Property Sale) Surplus Property Portion of Yates Avenue (Great Lakes Fishery Commission) 340 - 341

A report from the Director of Economic Development and Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-158 being a by-law to declare the City owned property described as a portion of Yates Avenue, being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel and more particularly described on Schedule "A" attached as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to Great Lakes Fishery Commission or as otherwise directed be passed in open Council this 18th day of September, 2023.

12.1.17 By-law 2023-159 (Property Sale) Surplus Property Portion of Yates Avenue 342 - 343

A report from the Director of Economic Development and Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-Law 2023-159 being a by-law to declare the City owned property described as a portion of Yates Avenue, being Part of Section 34 Korah, being Part PIN 31609-0043, specifically the 13.15 acre parcel and more particularly described on Schedule "A" attached as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. or as otherwise directed be passed in open Council this 18th day of September, 2023.

12.1.18

By-law 2023-160 (Engineering) AECOM Queen Street Improvements – Phase 1

344 - 365

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2023-160 being a by-law to authorize the execution of the Engineering Agreement between the City and AECOM for the design and contract administration for the Queen Street Improvements between Bruce Street and East Street which are planned for 2024 be passed in open Council this 18th day of September, 2023.

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 C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss one item concerning the security of property; two items concerning the disposition of land; one item concerning labour relations; and one item regarding solicitor-client privilege;

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

Municipal Act R.S.O. 2002 – section 239 2 (a) security of property of the municipality; 239 2 (c) a proposed or pending acquisition or disposition of land; 239 2 (d) labour relations or employee negotiations; 239 2 (f) advice that

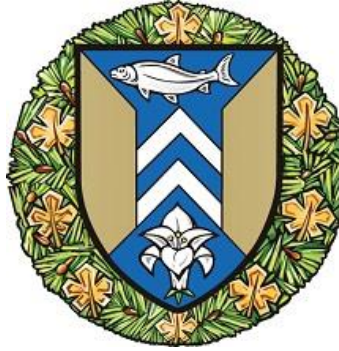
is subject to solicitor-client privilege

15. Adjournment

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, August 28, 2023

5:00 pm

Council Chambers and Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, B. Lamming, F. Coccimiglio, T. Vecchio, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, S. Facey, J. King, J. Ricard, E. Cormier, K. Pulkkinen

15. Closed Session

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that this Council move into closed session to discuss one item concerning the security of property; and three items concerning the disposition of land;

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

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

Carried

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of July 31, 2023 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – A-9-23-Z 207 Old Garden River Road (Daniel Fremlin Holdings)

Applicant is a client of law firm.

4.2 Councillor S. Hollingsworth – A-9-23-Z 207 Old Garden River Road (Daniel Fremlin Holdings)

Applicant is a family member.

5. Approve Agenda as Presented

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the Agenda for August 28, 2023 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 Downtown Security Patrols

Nicholas Rosset, Chair, Downtown Association was in attendance.

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that all the items listed under date August 28, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.

Carried

7.1 Correspondence – Minister of Municipal Affairs

Housing Pledges and Targets, Strong Mayor Powers

7.2 2022 Audited Financial Statements

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Chief Financial Officer and Treasurer dated August 28, 2023 concerning the 2022 Audited Financial Statements be received and that the Audited Consolidated Financial Statements and Trust Fund Statements for 2022 be approved.

Carried

7.3 Downtown Plaza Launch Update

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 28, 2023 concerning the downtown plaza opening schedule be received as information.

Carried

7.4 Soo Greyhounds Tailgate Events

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Community Services dated August 28, 2023 concerning Soo Greyhound Tailgate Events be received and that the City:

- Continue to partner with the Soo Greyhounds and Downtown Association for on-street pre-game parties and/or parking lot parties licensed by special permits;
- A FanZone be established at the downtown Plaza;
- Free transit services for same-day transit service be provided to valid Soo Greyhound game ticket holders.

Carried

7.5 Green House Gas Reduction Pathway Feasibility Study Funding Grant Agreement

The report of the Sustainability Coordinator was received by Council.
The relevant By-law 2023-143 is listed under item 12 of the Minutes.

7.6 Traffic Control at Northern Avenue West and Bainbridge Street

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Municipal Services and Design Engineer dated August 28, 2023 concerning the yield sign at Northern Avenue and Bainbridge Street intersection be received as information.

Carried

7.7 Contract 2023-9E Budget Increase

Moved by: Councillor R. Zagordo
Seconded by: Councillor S. Spina

Resolved that the report of the Municipal Services and Design Engineer dated August 28, 2023 concerning Contract 2023-9E Budget Increase be received and that an additional spend of \$35,000 from the annual emergency allocation from the Asset Management Reserve be approved.

Carried

7.8 By-law Enforcement Appointment

The report of the Chief Building Official was received by Council.
The relevant By-law 2023-142 is listed under item 12 of the Minutes.

7.9 Fire Services PA System Upgrade

Moved by: Councillor A. Caputo
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Fire Chief dated August 28, 2023 concerning Fire Services PA Upgrade be received and that the repurposing of \$60,000 from NG-911 Asset Management Reserve allocation to fund the upgrade be approved.

Carried

7.10 Franchise Agreement with Enbridge Gas Inc.

The report of the City Solicitor was received by Council.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the City Solicitor dated August 28, 2023 concerning the franchise agreement with Enbridge Gas Inc. be received and the following resolution be passed:

1. This Council approves the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*.

This Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the City of Sault Ste. Marie is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.

The relevant By-law 2023-144 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Carried

7.11 Canadian Pacific Welcome Sign (Trunk Road) Agreement

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council. The relevant By-law 2023-133 is listed under item 12 of the Minutes.

7.12 Housekeeping – Streets and Other Related Matters

The report of the Solicitor was received by Council.

The relevant By-law 2023-145 and 2023-146 is listed under item 12 of the Minutes.

7.12.1 Correspondence

Correspondence from the Algoma Community Legal Clinic was attached for the information of Council.

7.13 Scrap Metal Facility Update

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Solicitor/Prosecutor dated August 28, 2023 regarding an update for Scrap Metal Facilities be received as information.

Carried

7.14 Regulating Snow Disposal Sites

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Planner dated August 28, 2023 concerning regulating snow disposal sites be received as information.

Carried

8. Administration

9. Reports of City Departments, Boards and Committees

9.1 Corporate Services

9.2 Community Development and Enterprise Services

9.2.1 Downtown Security Patrols

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

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.

	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				

9.3 Public Works and Engineering Services

9.3.1 Request for Reconsideration

Moved by: Councillor R. Zagordo

Seconded by: Councillor L. Vezeau-Allen

Resolved that the provisions of procedure by-law 2023-100 requiring that a motion to reconsider shall be preceded by a Notice of Motion be suspended.

	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				

Moved by: Councillor R. Zagordo

Seconded by: Councillor L. Vezeau-Allen

Whereas the vote on an alternative resolution considered at the July 31, 2023 Council meeting was tied and therefore defeated;

Now Therefore Be It Resolved that the resolution be reconsidered.

	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	8	3	0	0
				Carried

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Engineering dated July 31, 2023 concerning Queen Street Value Management Opportunities be received and that Council:

1. Approve in principle the conceptual re-design of Queen Street between Pim Street and Gore Street;
2. Approve in principle the proposed re-construction of Queen Street between, at most, Pim Street and Bruce Street, to be included in the Five Year Capital Plan, and be slated for re-construction in 2024, at an estimated cost of no greater than \$6M, to be presented for Council's consideration at the August 28, 2023 City Council meeting; further, if the \$6M proposed re-construction costs of Pim Street to Bruce Street is insufficient for the re-construction of the proposed re-construction area set out above, and if funding applications to assist in bringing the estimated re-construction cost down

to \$6M are not successful, that staff be directed to reduce the boundaries of the proposed area for re-construction to fit within the \$6M budget for 2024;

3. Direct that staff include the re-construction of the remaining portions of Queen Street be included no sooner than every 2 years following the 2024 re-construction area set out above;
4. Direct that staff make application to every available funding pot available for downtown revitalization, whether provincially, federally, or through other organizations, to offset the anticipated municipal costs for the re-construction phases;
5. Approve the Spring Street conceptual re-design and direct staff to include the re-design in the Five Year Capital plan in a year deemed most suitable by staff.

	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	9	2	0	0
Carried				

9.3.2 Queen Street – Value Management Opportunities

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Director of Engineering dated July 31, 2023 concerning Queen Street – Value Management Opportunities be received and that Council approve, in principle, the conceptual design of Queen Street between Pim Street and Gore Street.

Officially Read and Not Dealt With

9.3.3 Five-Year Capital Transportation Program

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Engineering dated August 28, 2023 concerning the 2024–2028 Five-Year Capital Transportation Program be received and that Council approve the 2024–2028 programs in principle; that the Engineering Division proceed with any local improvement notices for 2024 works; that staff procure consulting engineering services for projects not to be completed by in-house staff; and that the resurfacing of Great Northern Road between Third Line and Wigle Street be the designated project for the City’s application to the 2024 Connecting Link Program, be approved.

	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

9.4 Fire Services

9.5 Legal

9.6 Planning

9.6.1 A-8-23-Z 534 Third Line East (Reghold Corporation)

Mark Lepore, counsel for the applicant, was in attendance.

Barbara Perry, 588 Third Line East; and Peter Luczinski, 572 Third Line East were in attendance.

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Junior Planner dated August 28, 2023 concerning Zoning By-law Amendment Application A-8-23-Z be received and that Council approve the application as follows:

Rezone the subject property from Rural Area (RA) Zone to Medium Industrial (M2.S) Zone with a Special Exception to:

1. Permit the use of Road Transportation and Warehousing only and accessory uses thereto; and
2. Deem the subject property an area of Site Plan Control.

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

	For	Against	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

9.6.2 A-9-23-Z 207 Old Garden River Road (Daniel Fremlin Holdings)

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

Councillor S. Hollingsworth declared a conflict on this item. (Applicant is a family member.)

Daniel Fremlin, Applicant, was in attendance.

Acting Mayor A. Caputo assumed the Chair.

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Junior Planner dated August 28, 2023 concerning rezoning application A-9-23-Z be received and that Council approve the application as follows:

Rezone the northwest portion of the subject property, located at 207 Old Garden River Road, defined as 72.8 metres of frontage along Old Garden River Road and a depth of 36.5 metres, and shown on the attached map from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to reduce the required parking ratio of 1.25 to 1 space per dwelling unit.

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

	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	9	0	2	0
Carried				

Mayor Shoemaker resumed the Chair.

9.7 Boards and Committees

9.7.1 CAO Recruitment Consultant Selection

The report of Mayor Shoemaker, Chair of the CAO Selection Committee was received by Council.

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of Mayor Shoemaker dated August 28, 2023 concerning the recommended search consultant for the CAO selection process be received and that City Council authorize the hiring of Feldman Daxon to assist in the recruitment of a new CAO at their listed fee of \$33,000 + HST.

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

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

10.1 Northern Ontario School of Medicine University

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Scott

Whereas the City of Sault Ste. Marie recognizes the urgent need for physicians in Northern Ontario as it is experiencing a shortage of trained physicians and specialist physicians; and

Whereas life expectancy of Northern residents is more than two years lower than the Ontario average, and that mental health and addictions are at a four times higher rate; and

Whereas one in eight Northern residents does not have access to a family doctor and many must travel long distances to access health-care services, representing the failure of health care to many in Northern Ontario; and

Whereas communities in Northern Ontario require access to equitable health care, especially underserved rural, Indigenous, and Francophone communities; and

Whereas Northern Ontario School of Medicine (NOSM) University's current base funding rates have not been increased sufficiently to accommodate growth and expansion, or recognition of the added costs stemming from the medical school becoming an independent university;

Now Therefore Be It Resolved that with the announcement of unprecedented medical expansion for the NOSM University's medical programs, the City of Sault Ste. Marie urges the Provincial government to grant NOSM University's request for a permanent increase in annual base funding of \$4.0 million before the end of the 2023-2024 fiscal year so it can continue to deliver on the mandate that was originally established by this Provincial Government in response to the needs of Northern municipalities;

Further Be It Resolved that a copy of this resolution be forwarded to Premier Doug Ford, Minister of Health and Deputy Premier Sylvia Jones, Minister of Colleges and Universities Jill Dunlop, MPPs Greg Rickford, Vic Fedeli, George Pirie, Ross Romano, Kevin Holland; Association of Municipalities of Ontario, Northern Ontario School of Medicine University, Federation of Northern Ontario Municipalities, Northern Ontario Academic Medicine Association and the leaders of the opposition parties of Ontario.

	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

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

13. Consideration and Passing of By-laws

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 12 of the Agenda under date August 28, 2023 save and except By-laws 2023-145 and 2023-146 be approved.

Carried

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

13.1.1 By-law 2023-123 (Zoning) 188 Bloor Street West (Warmcrete Homes Inc. – Brahm Verhoeckx)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-123 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 188 Bloor Street West (Warmcrete Homes Inc. – Brahm Verhoeckx) be passed in open Council this 28th day of August, 2023.

Carried

13.1.2 By-law 2023-133 (Agreement) Canadian Pacific Railway Company (CP) Welcome Sign Agreement (Trunk Road)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-133 being a by-law to authorize the execution of the Agreement between the City and Canadian Pacific Railway Company (CP) for permission to maintain a welcome sign on CP's property be passed in open Council this 28th day of August, 2023.

Carried

13.1.3 By-law 2023-137 (Zoning) 16 Caesar Road (786211 Ontario Limited – Mario Adamo)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-137 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 16 Caesar Road (786211 Ontario Limited – Mario Adamo) be passed in open Council this 28th day of August, 2023.

Carried

13.1.4 By-law 2023-138 (DC) 16 Caesar Road (786211 Ontario Limited – Mario Adamo)

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that By-law 2023-138 being a by-law to designate the lands located at 16 Caesar Road an area of site plan control (786211 Ontario Limited – Mario Adamo) be passed in open Council this 28th day of August, 2023.

Carried

13.1.5 By-law 2023-139 (Zoning) 1281 Great Northern Road (CS Engineers – Tom Spriet)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-139 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1281 Great Northern Road (CS Engineers – Tom Spriet) be passed in open Council this 28th day of August, 2023.

Carried

13.1.6 By-law 2023-140 (Zoning) 92 Manitou Drive (Manitou Developments Inc. – Caicco/Jones/Nogalo/Zavitz)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-140 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 92 Manitou Drive (Manitou Developments Inc. – Caicco/Joes/Nogalo/Zavitz) be passed in open Council this 28th day of August, 2023.

Carried

13.1.7 By-Law 2023-142 (By-Law Enforcement Officers) Property Standards Appointment

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-Law 2023-142 being a by-law to appoint by-law enforcement officers to enforce The Corporation of the City of Sault Ste. Marie Property Standards By-law as Property Standard Officers and enforce various other by-laws of The Corporation of the City of Sault Ste. Marie as By-law Enforcement Officer be passed in open Council this 28th day of August, 2023.

Carried

13.1.8 By-law 2023-143 (Agreement) Greenhouse Gas Reduction Pathway Feasibility Study Initiative (Green Municipal Fund)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-143 being a by-law to authorize the Greenhouse Gas Reduction Pathway Feasibility Study initiative be passed in open Council this 28th day of August, 2023.

Carried

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

13.2.1 By-law 2023-144 (Agreement) Enbridge Gas Franchise Agreement

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-144 being a by-law to authorize a franchise agreement between the City and Enbridge Gas Inc. be read a FIRST and SECOND time in open Council this 28th day of August, 2023.

Carried

12. Adoption of Report of the Committee of the Whole

13. Consideration and Passing of By-laws

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

13.1.9 By-law 2023-145 (Streets) By-law 2008-131 Amendments

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-145 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 28th day of August, 2023.

	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

13.1.10 By-law 2023-146 (Parks) By-law 80-128 Amendment

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2023-146 being a by-law to amend By-law 80-128 (being a by-law for the use, regulation, protection and government of the municipal parks in the City of Sault Ste. Marie) be passed in open Council this 28th day of August, 2023.

	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

- 13.3 By-laws before Council for THIRD reading which do not require more than a simple majority
14. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda
16. Adjournment
- Moved by: Councillor A. Caputo
- Seconded by: Councillor S. Hollingsworth
- Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Harvest Algoma - A New Vision for Community Prosperity

Social Equity Committee





Our Roots

- Sault Ste. Marie Innovation Centre, founded in 1999.
- RAIN established in 2013, focusing on agri-food innovation.
- Harvest Algoma started in 2018, a food rescue hub.





Our Team

RAIN



Jane McGoldrick
Product Innovation Lead

Lauren Moran, Program & Outreach Coordinator
David Thompson, Director
Cathy Bouchard, Program Coordinator
Mikala Parr, Research Technician

HARVEST ALGOMA'S ROLE IN COMMUNITY FOOD SECURITY

STEP 1.

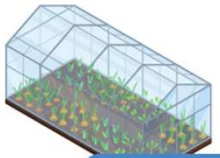
Harvest Algoma sources its food used for meals and food boxes in multiple ways with the help of community partners & volunteers



'unsellable' food items from local grocers



Second Harvest deliveries



Harvest Algoma greenhouse



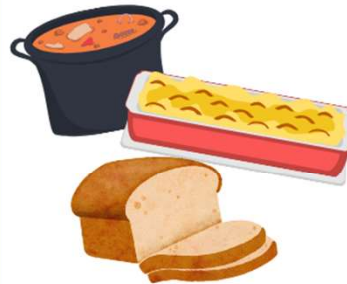
Produce gleaned from Farmers' Markets by 'Connect the Dots'



Community donations

STEP 2.

Papered chefs work with volunteers to process and prepare food into nutritious meals



STEP 3.

Meals and food items are stored until distribution to over 50 local food banks, shelters, and community agencies

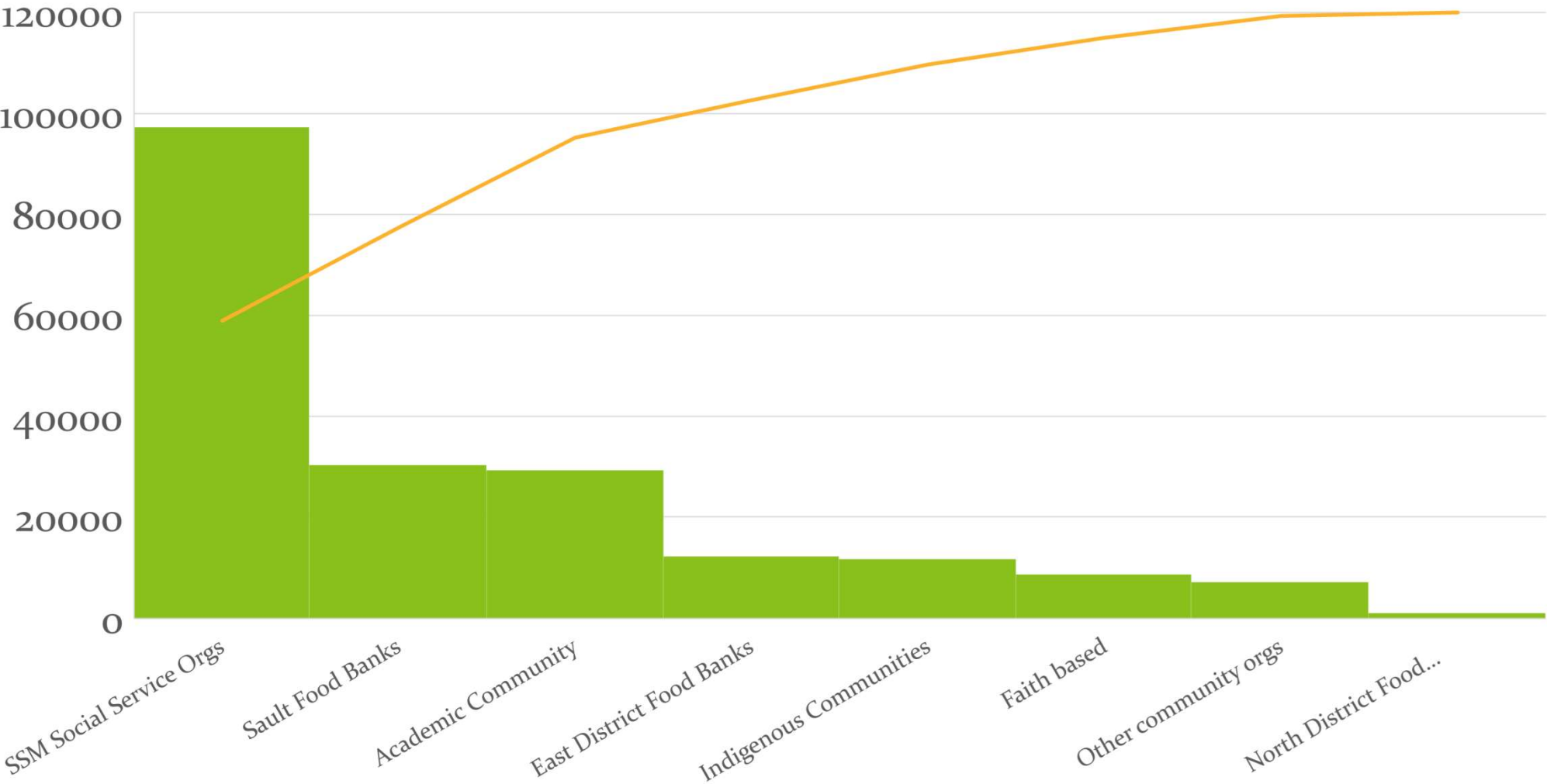


STEP 4.

Food bank employees and case workers collect food to and distribute it to clients in need



Pounds of Food Distributed in 2022



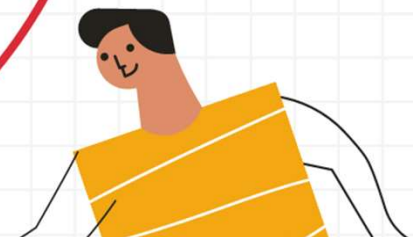
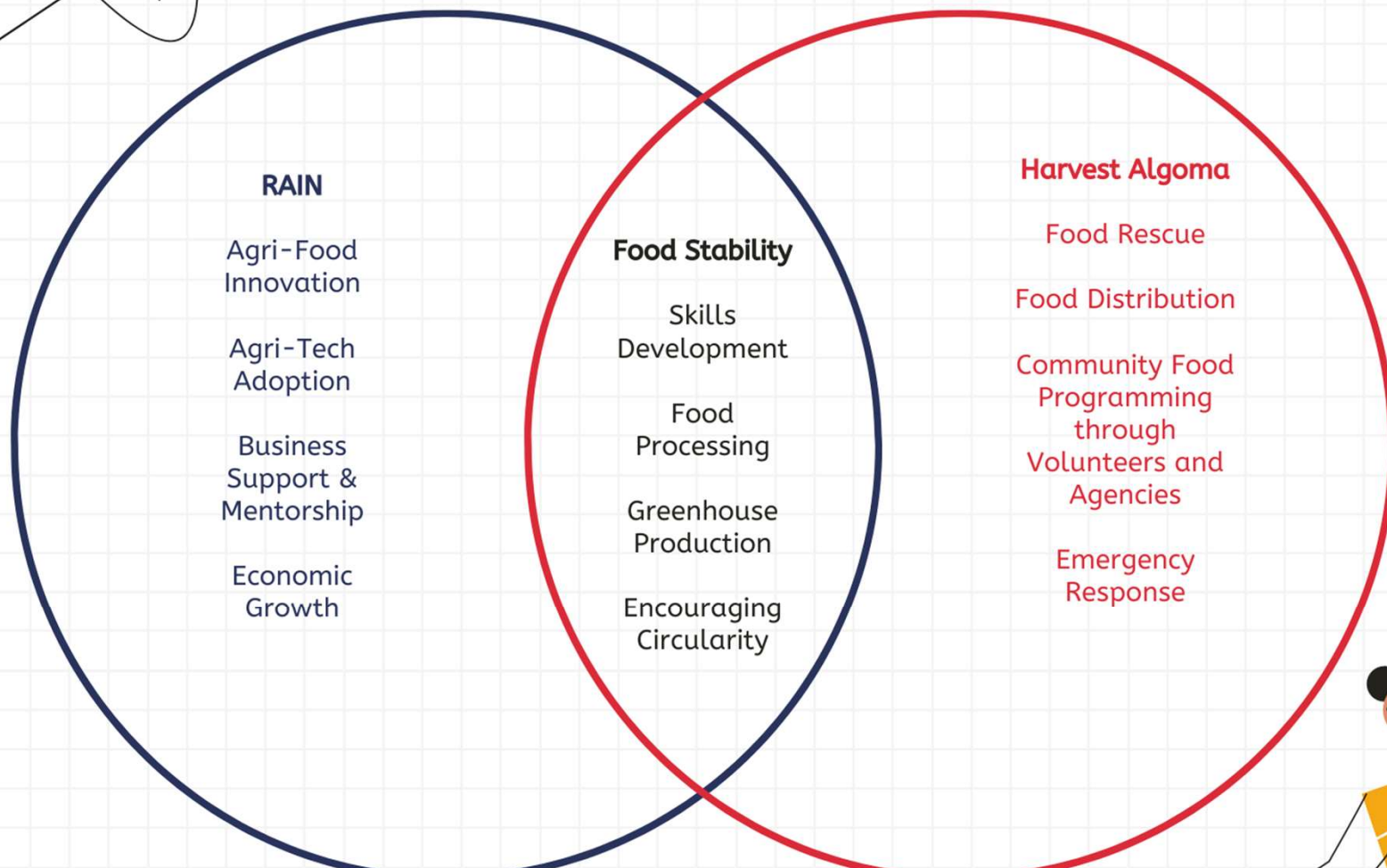
Existing Partnerships

1. Algoma Family Services – Every Breakfast Counts Program serves lunches to over 7000 kids every summer
2. Social Services – Provides hot meals to every shelter in the city
3. Sault College Youth Job Connect Employment Training Program- training for 10 youth to gain employment skills



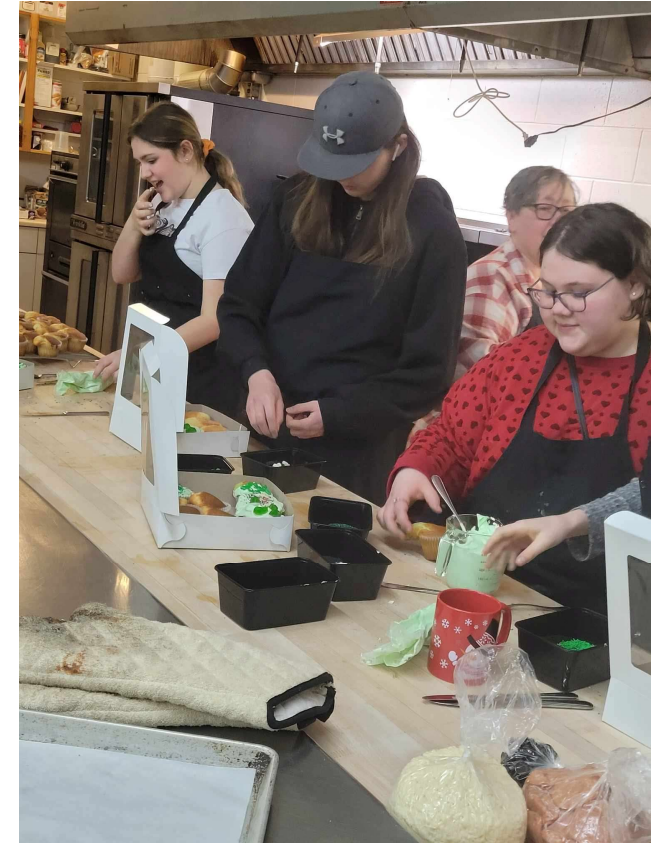


A New Vision for Harvest Algoma



New Vision for Harvest Algoma

- **Catalyst for Change:** Become a leading center for food stability and economic resilience.
- **Holistic Impact:** Balance job creation, food distribution, and crisis resilience for community well-being.
- **Innovation & Partnerships:** Foster sustainable agri-food enterprises through collaboration.



Social Impact

1. **Supports Vulnerable Groups:** Ensures food provision for at-risk community members, including families and children.
2. **Food Distribution Hub:** Addresses rising food bank demand due to inflation and high living costs.
3. **Aid for Newcomers:** Offers a safety net for international students and newcomers disproportionately affected by living costs.
4. **Resourceful Use of Excess Food:** Centralizes food excess collection and redistribution.
5. **Northern Food Security:** Serves as a dedicated hub for developing a food security system in the north.
6. **Emergency Preparedness:** Maintains a food warehouse for crisis situations like pandemics or housing crises.





Harvest Algoma Food Rescue Projections

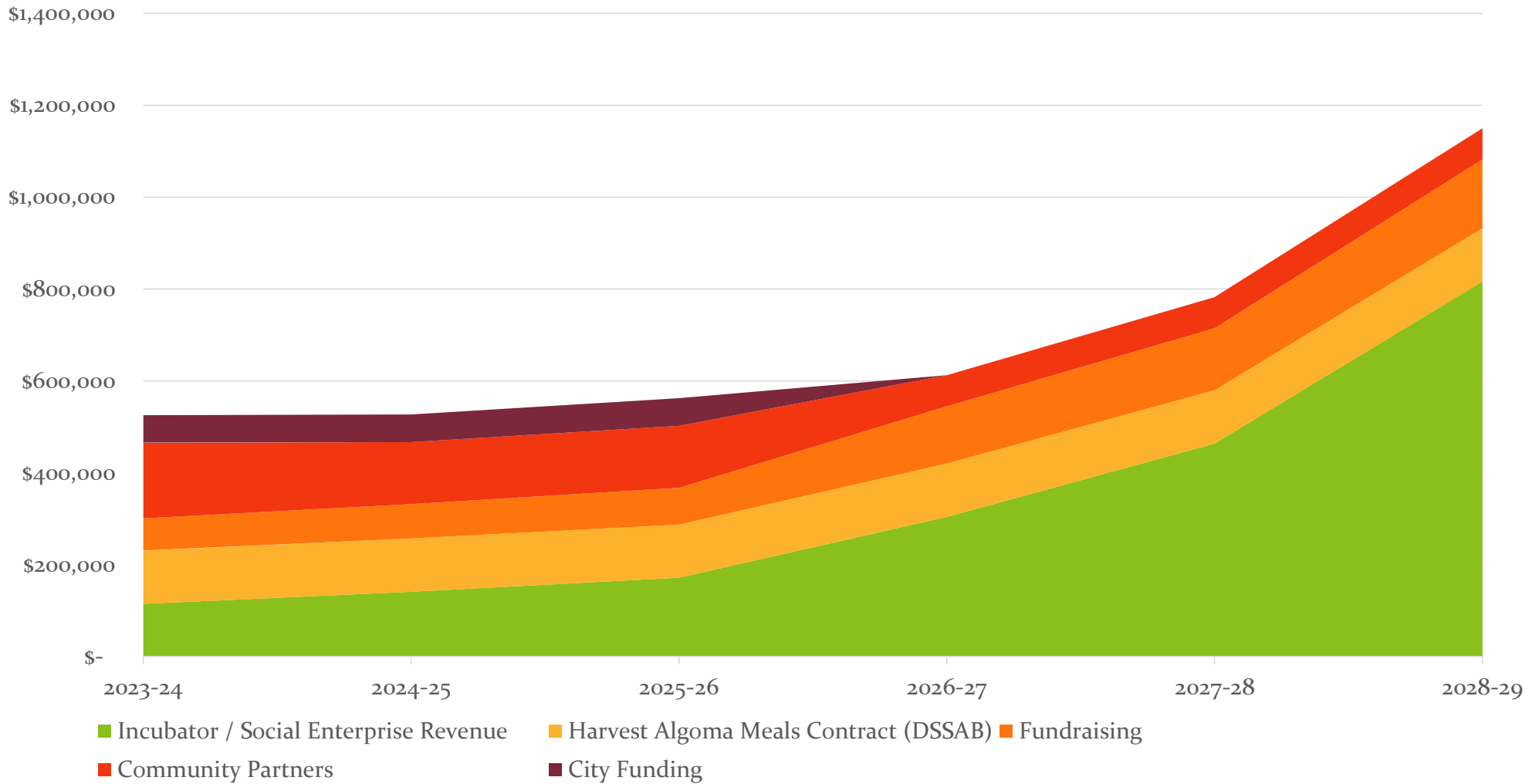
Source	# of Deliveries	Approx. Total Lbs / year
Local Partners	5 per year	200,000
Second Harvest	5 per year	225,000
Local Retailers (Rome's/Food Basics)	Weekly	125,000
Community Donations		50,000
Total		600,000+



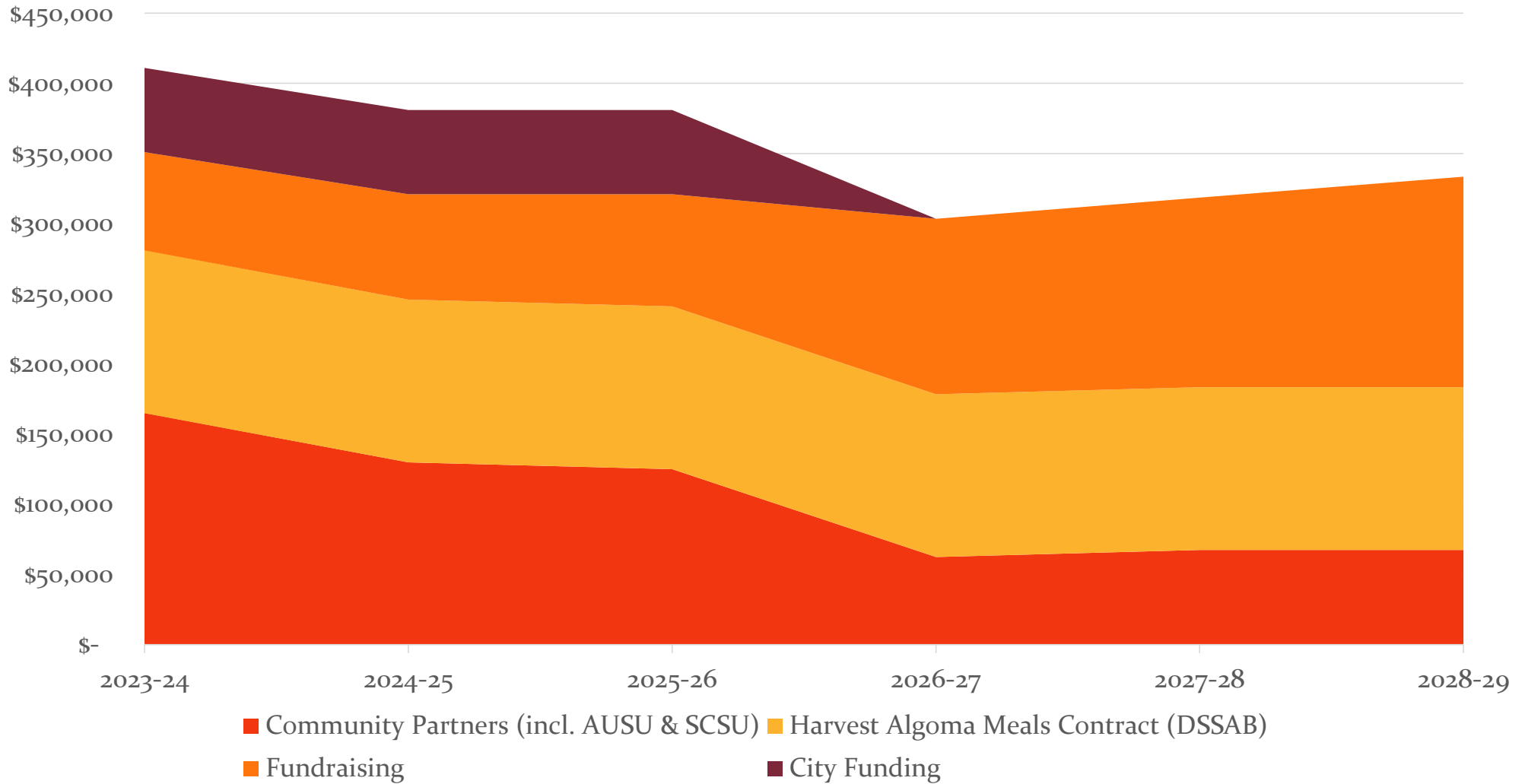
Economic Impact

- 1. Incubator Development:** Enable 10 agri-food enterprises for product development by Year 3. Generate 12 new jobs, maintain 10 existing jobs.
- 2. Community Food Support:** Maintain 2 existing jobs, upgrade skills among 150 youth through programming, and provide opportunities for internships/summer students.
- 3. Product Launch for Social Enterprise:** Roll out food products and services within the first 18 months. Target \$50,000 revenue by end of Year 2.
- 4. Fundraising:** Increase community support to \$60,000 annually, reducing reliance on community partners over time.

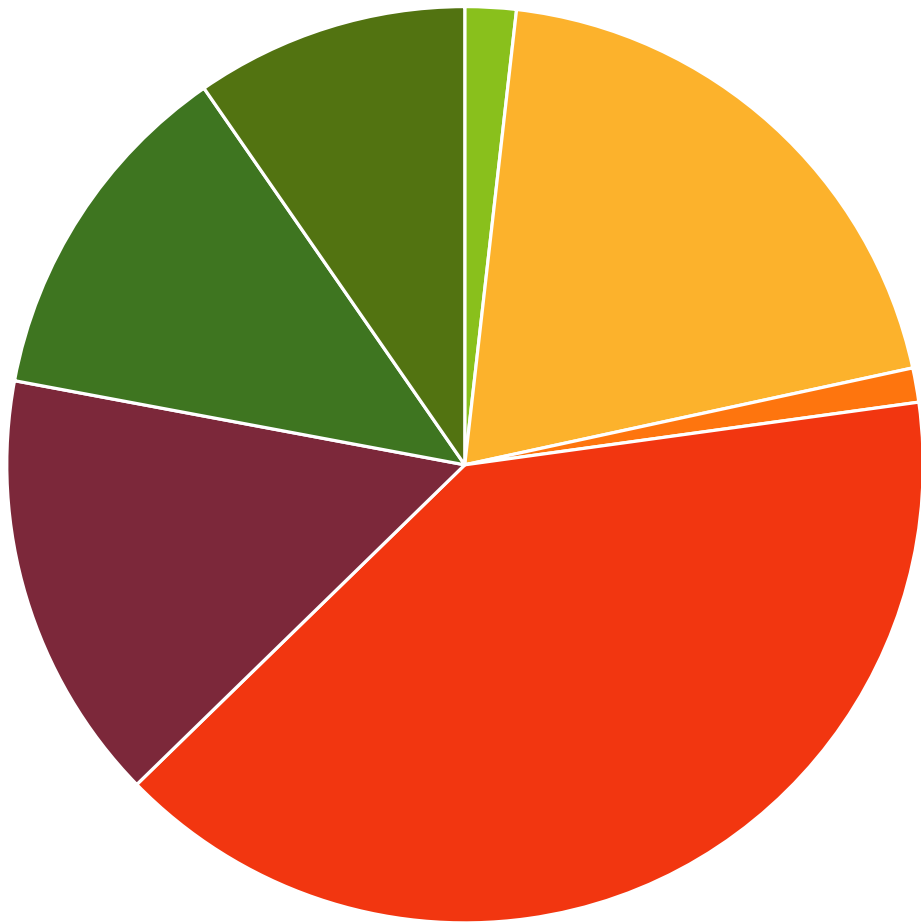
Projected Annual Revenue –Whole Enterprise



Projected Annual Contributions for Community Food Support



Community Food Support Expenses



Admin/IT Costs	\$ 7,500
Meal / Distribution Costs	\$ 82,000
Marketing/Fundraising Costs	\$ 5,000
Salary/Benefits	\$ 166,000
Building/Vehicle Services, Utilities	\$ 63,000
Mortgage/Taxes/Lease/Build Insurance	\$ 52,000
Maintenance & Repairs	\$ 40,000

Meal/Distribution – Includes:
Transportation Costs for Truck Deliveries (approx. \$3000-6000 per truck delivery)
Packaging Costs for Meal Preparation & Other Supplies

Financial Aspects for Harvest Algoma

	Year 1	Year 2	Year 3
Total Funding Confirmed as of Sept 13	\$261,000	\$226,000	\$226,000
Harvest Algoma expenses	\$416,000	\$381,000	\$386,000
Remaining Funds to secure to cover expenses	\$155,000	\$155,000	\$160,000
Funding requests to local agencies (4 organizations at ~\$20,000 each)	\$80,000	\$78,000	\$76,000
Requested funding from City of SSM	\$60,000	\$60,000	\$60,000
Fundraising from “Fund a Truck”, Fundraising events	\$15,000	\$17,000	\$24,000

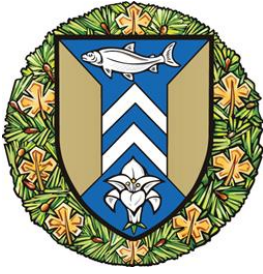


Changes from Submitted Harvest Algoma Business Plan

- **Donation Tax Receipts:**
 - Any donations made for Harvest Algoma (through cash or designations) will be issued a tax receipt through United Way SSM & A. If a contribution is made through payroll deduction or a pension-plan, the donations will be reflected on donors' T4s.



Questions?



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Madison Zuppa, Deputy City Clerk
DEPARTMENT: Corporate Services
RE: City Awards 2023

Purpose

The purpose of the report is to recommend to Council recipients of the Sports Hall of Fame, Heritage Award, and Community Development Award.

Background

The City of Sault Ste. Marie has five active community awards outlined below:

Community Development Award

The Community Development Award was initiated by City Council in 1998. The purpose of this program is to recognize significant achievement in community development, highlight successful development ideas, and inspire other projects to meet the standards set by successful practices.

Community development is an all-encompassing term. Eligible projects may positively benefit the community in one or more of the following ways:

- Enhance the visual quality of the built environment;
- Pursue sustainable development and protect the natural environment;
- Promote equity and accessibility to a variety of people, income groups, and abilities;
- Maximize employment and earning opportunities; or
- Facilitate heritage protection.

Community Recognition Award

The Cultural Vitality Committee Recognition Award is presented annually for contribution and commitment in the field of culture as defined in the Cultural Policy for Sault Ste. Marie.

Municipal Heritage Award

The Municipal Heritage Award is presented annually to recognize contributions to the preservation, restoration and enhancement of the City's Heritage Resources as defined in the City's Cultural Policy.

Sports Hall of Fame Award

The Sault Ste. Marie Sports Hall of Fame recognizes exceptional achievements in the athletic community. Athletes, coaches, builders and teams are honoured for their accomplishments and the recognition they have brought to Sault Ste. Marie through sport.

Walk of Fame Award

The Walk of Fame Award recognizes individuals or groups for outstanding athletic, cultural, academic or humanitarian achievement who individually or as a member of a group achieved provincial, national or international accolades in an athletic or other competitive endeavour; a standard of excellence in a cultural, academic or humanitarian field; and has lived in the City of Sault Ste. Marie or surrounding area of Algoma for a minimum of 12 months at any point during their lifetime.

On January 9, 2023 Council approved that one awards ceremony be held on a go-forward basis to honour recipients annually. A ceremony is planned for late September.

Analysis

Community Development Award

On May 24, 2023 the Community Development Award Committee carefully considered 19 nominations. The Committee recommends that the 2023 Community Development Award be presented jointly to the organizations that build and maintain the trail system in the Hiawatha Highlands area:

- Soo Finnish Nordic Ski Club/Hiawatha Highlands;
- Kinsmen Club of Sault Ste. Marie;
- Sault Cycling Club; and
- The Voyageur Trail Association.

This four-season destination offers world-class Nordic skiing, snowshoeing, hiking, and biking opportunities for residents of Sault Ste. Marie while providing a significant tourist draw to the community. The trail system caters to all levels, from beginner to advanced, providing physical activity and recreational opportunities in a beautiful natural setting.

This exceptional trail system and the informal partnership of the aforementioned organizations would not be possible without the many private and public landowners who grant access to their land.

Community Recognition Award

Not being awarded in 2023.

Municipal Heritage Award

Not being awarded in 2023.

Sports Hall of Fame

On May 9, 2023 the Parks and Recreation Advisory Committee reviewed 13 nominations. The Committee is recommending the induction of the two athletes into the Sports Hall of Fame for 2023:

Marty Dimma – Arm Wrestling

2001 – Provincial Championship Silver Medal
2002 – National Championship 5th Place
2008 – Northern Ontario Silver Medal
2013 – Won Provincial and National Championship
2013 – 12th in open and 17th in masters at WAF Championship in Gdynia, Poland
2019 – Provincial Championship Silver Medal
2022 – Silver at Professional Arm Wrestling League (PAL) in Barrie

Jesse Jakomait – Cycling

2003 - 1st Canada Cup, Bromont, QC
2004 - Canadian National Team Member
2004 - Ontario Provincial Series Winner
Multiple 2, and 3rd place finishes at the Canada Cup Races

Walk of Fame

Not being awarded in 2023.

Financial Implications

There are no financial implications related to this report.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the Corporate Strategic Plan.
There are no impacts on climate mitigation / adaptation.

Recommendation

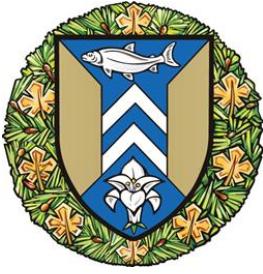
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated September 18, 2023 concerning City Awards 2023 be received and that:

1. The Community Development Award be awarded jointly to the Soo Finnish Nordic Ski Club/Hiawatha Highlands; Kinsmen Club of Sault Ste. Marie; Sault Cycling Club; and The Voyageur Trail Association; and
2. The Sports Hall of Fame be awarded to Marty Dimma and Jesse Jakomait.

Respectfully submitted,

Madison Zuppa
Deputy City Clerk
705.759.5392
m.zuppa@cityssm.on.ca



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2023 City of Sault Ste. Marie Credit Rating

Purpose

The purpose of this report is to provide information on the City's credit rating published by S&P Global Ratings on September 12, 2023.

Background

The City has engaged S&P Global Ratings to provide an annual credit rating. A credit rating is a neutral third party assessment of the financial health of the City and reflects how well an organization is managed financially, the current state of the local economy and the local government framework. The rating score is based upon key factors such as Institutional Framework, Economy, Financial Management, Budgetary Performance, Liquidity and Debt Burden. A Rating Score Snapshot can be found in the Ratings Direct report appended to this report.

Analysis

The City of Sault Ste Marie credit rating has been affirmed at AA+(stable) for 2023. As stated in the report the stable outlook reflects an expectation "that the City will maintain its strong operating results and a small after-capital deficits on average" and "liquidity will remain strong". A caution that should be noted is that the City's credit rating could be lowered in the next two years "if larger than expected capital spending requirements cause budgetary results to deteriorate, leading to average after-capital deficits...and higher reliance on debt funding for capital, increasing the City's debt burden above 30% of operating revenues."

Future credit rating increases will depend on the City's economic gains and improving budgetary practices with structured long term financial planning.

Financial Implications

A strong credit rating will assist the City's ability to obtain long term debt at competitive rates. The Rating Outlook as "stable" means that the rating is not likely to change in the next two years.

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/Treasurer dated September 18, 2023 concerning the 2023 City of Sault Ste Marie Credit Rating be received as information.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

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

Research Update:

City of Sault Ste. Marie Issuer Credit Rating Affirmed At 'AA+'; Outlook Is Stable

September 12, 2023

Overview

- Given its capital requirements, we expect that the City of Sault Ste. Marie will generate average after-capital deficits of 2% of total adjusted revenues over the forecast horizon.
- However, we expect that operating results will remain stable and support a high level of liquidity more than sufficient to cover debt service.
- Accordingly, S&P Global Ratings has affirmed its 'AA+' long-term issuer credit rating on the city.
- The stable outlook reflects our expectation that the city will maintain its strong operating results and small after-capital deficits on average through the outlook horizon, and that liquidity will remain strong.

PRIMARY CREDIT ANALYST

Sabrina J Rivers
New York
+ 1 (212) 438 1437
sabrina.rivers
@spglobal.com

SECONDARY CONTACT

Hector Cedano, CFA
Toronto
+ 1 (416) 507 2536
hector.cedano
@spglobal.com

RESEARCH CONTRIBUTOR

Ekta Bhayani
CRISIL Global Analytical Center, an
S&P affiliate, Mumbai

Rating Action

On Sept. 12, 2023, S&P Global Ratings affirmed its 'AA+' long-term issuer credit on the City of Sault Ste. Marie, in the Province of Ontario. The outlook is stable.

Outlook

The stable outlook reflects S&P Global Ratings' expectation that, in the next two years, Sault Ste. Marie will continue recording operating surpluses and small after-capital deficits, on average. We also expect tax-supported debt will remain below 30% of operating revenues through 2025, while the city preserves a healthy liquidity position.

Downside scenario

We could lower the rating in the next two years if larger-than-expected capital spending requirements cause budgetary results to deteriorate, leading to average after-capital deficits of more than 5% of total revenues and higher reliance on debt funding for capital, increasing the

city's debt burden above 30% of operating revenues.

Upside scenario

Although unlikely within the next two years, we could take a positive rating action if the local economy expands with growth prospects notably picking up and management demonstrates a sustained commitment to developing robust financial practices and policies.

Rationale

Despite the impacts of macroeconomic headwinds, we expect the city's main industries--including manufacturing and forestry--will support ongoing economic growth and support local revenue generation. However, Sault Ste. Marie continues to face socioeconomic and geographic hurdles. Similarly, due to capital requirements necessary to support maintenance and growth-related projects, we anticipate that the city will post small overall capital deficits, which will lead to a somewhat higher--though still modest--debt burden. We expect the city's liquidity position will remain robust.

A growing economy and sound financial management practices will continue to support Sault Ste. Marie's creditworthiness.

Sault Ste. Marie is the third-largest city in Northern Ontario and its economy relies mainly on steel manufacturing and forestry. Although the city is gradually diversifying from its traditional resource-based economy to other sectors such as tourism, we believe that medium-term economic and related GDP growth will remain muted relative to that of Canada. While GDP per capita is not available at the local level, we estimate it to be somewhat below the national level of about US\$55,000 based on the city's income data. Sault Ste. Marie's challenging demographic profile limits the city's growth prospects, in our view. According to the 2021 Canadian Census, the local population fell by about 1.8% over a five-year period, and approximately a quarter of the local population is over the age of 65 (compared with the national level of 19%). We continue to monitor the success of the Rural and Northern Immigration Pilot program, a federal government project to help smaller rural and northern communities attract and retain foreign skilled workers to meet their economic development and labor market needs.

In our view, Sault Ste. Marie demonstrates satisfactory financial management. Disclosure and transparency are what we characterize as good, and the city prepares one-year operating and capital budgets annually, with a four-year capital forecast. For the 2023 budget cycle, the city prepared separate tax-supported and rate-supported budgets for the first time. Management is also looking to develop further long-term plans over the medium term. Senior staff is experienced, and we believe that debt and liquidity management is prudent.

As do other Canadian municipalities, Sault Ste. Marie benefits from an extremely predictable and supportive local and regional government framework that has demonstrated high institutional stability and evidence of systemic extraordinary support in times of financial distress. Most recently through the pandemic, senior levels of government provided operating and transit-related grants to municipalities, in addition to direct support to individuals and businesses. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be

intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations) through reserve contributions. Municipalities have a track record of strong budget results; debt burdens, on average, are low compared with those of global peers and growth over time has been modest.

Strong budgetary performance will continue to support the city in managing its debt burden.

In the next several years, Sault Ste. Marie expects to continue its capital plan to support growth and maintain existing assets. Among these capital improvements are increased investment in its sanitary sewer projects, as well as water treatment and landfill management projects. Therefore, we expect that after-capital balances will average a deficit of approximately 2% over the outlook horizon, with an average annual capital spend of C\$62 million. Given the impacts of inflation on costs, we believe that the city has adequate room to defer capital projects as necessary. Due to the stability of the city's primary revenue source, property taxes, we believe Sault Ste. Marie will be able to weather economic headwinds during the outlook horizon. On average, we expect operating balances will remain above 14.3% of operating revenues in our base-case scenario for 2021-2025.

To partially fund its capital plan, the city plans to issue C\$72 million in debt over the three forecast years 2023-2025, raising its tax-supported debt burden to approximately 28% by 2025. Its debt burden also includes approximately C\$3 million in debt of the Public Utility Commission (PUC) of Sault Ste. Marie, which the city guarantees and is set to amortize to maturity in 2026. While increased issuance will slightly increase the interest burden, we believe that interest payments will remain modest, at less than 1% of operating revenues on average throughout our outlook horizon. We do not consider the debt of Sault Ste. Marie's government-related entities, PUC Inc. and PUC Services Inc., as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low.

Sault Ste. Marie has robust liquidity position and satisfactory access to external liquidity for refinancing needs, in our view. We estimate that its free cash will average more than C\$68 million in the next 12 months and cover more than 16x estimated debt service for the period.

Key Sovereign Statistics

Sovereign Risk Indicators, July 10, 2023. An interactive version is available at <http://www.spratings.com/sri>

Selected Indicators

Table 1

City of Sault Ste. Marie -- selected indicators

(Mil. C\$)	--Fiscal year ended Dec. 31--					
	2020	2021	2022	2023bc	2024bc	2025bc
Operating revenues	200	213	224	228	236	244
Operating expenditures	165	187	187	195	202	209
Operating balance	35	26	36	34	34	34

Table 1

City of Sault Ste. Marie -- selected indicators (cont.)

(Mil. C\$)	--Fiscal year ended Dec. 31--					
	2020	2021	2022	2023bc	2024bc	2025bc
Operating balance (% of operating revenues)	17.4	12.1	16.3	14.8	14.5	14.1
Capital revenues	15	17	26	22	25	22
Capital expenditures	51	56	61	54	65	66
Balance after capital accounts	(1)	(14)	2	2	(6)	(10)
Balance after capital accounts (% of total revenues)	(0.6)	(6.0)	0.7	0.8	(2.3)	(3.6)
Debt repaid	2	1	0	2	2	2
Gross borrowings	0	0	0	15	26	32
Balance after borrowings	(3)	(14)	2	14	18	20
Direct debt (outstanding at year-end)	4	3	3	15	39	69
Direct debt (% of operating revenues)	2.0	1.6	1.4	6.6	16.5	28.2
Tax-supported debt (outstanding at year-end)	8	7	6	17	40	69
Tax-supported debt (% of consolidated operating revenues)	4.2	3.3	2.6	7.5	17.0	28.3
Interest (% of operating revenues)	0.1	0.0	0.0	0.5	0.9	1.6
Local GDP per capita (single units)	N/A	N/A	N/A	N/A	N/A	N/A
National GDP per capita (single units)	58,139	65,651	71,478	72,770	74,307	76,101

The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc--Base case reflects S&P Global Ratings' expectations of the most likely scenario. N/A--Not applicable.

Ratings Score Snapshot

Table 2

City of Sault Ste. Marie -- ratings score snapshot

Key rating factors	Score
Institutional framework	1
Economy	3
Financial management	3
Budgetary performance	2
Liquidity	1
Debt burden	1
Stand-alone credit profile	aa+

Table 2

City of Sault Ste. Marie -- ratings score snapshot (cont.)

Key rating factors	Score
Issuer credit rating	AA+

S&P Global Ratings bases its ratings on non-U.S. local and regional governments (LRGs) on the six main rating factors in this table. In the "Methodology For Rating Local And Regional Governments Outside Of The U.S.," published on July 15, 2019, we explain the steps we follow to derive the global scale foreign currency rating on each LRG. The institutional framework is assessed on a six-point scale: 1 is the strongest and 6 the weakest score. Our assessments of economy, financial management, budgetary performance, liquidity, and debt burden are on a five-point scale, with 1 being the strongest score and 5 the weakest.

Related Criteria

- General Criteria: Environmental, Social, And Governance Principles In Credit Ratings, Oct. 10, 2021
- Criteria | Governments | International Public Finance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019
- General Criteria: Principles Of Credit Ratings, Feb. 16, 2011

Related Research

- Economic Outlook Canada Q3 2023: A First-Half Resurgence Will Give Way To An Inevitable Slowdown, June 26, 2023
- S&P Global Ratings Definitions, June 9, 2023
- Sector And Industry Variables | Criteria | Governments | Sovereigns: Sovereign Rating Methodology, Sept 28, 2022
- Institutional Framework Assessment: Canadian Municipalities, June 1, 2022

In accordance with our relevant policies and procedures, the Rating Committee was composed of analysts that are qualified to vote in the committee, with sufficient experience to convey the appropriate level of knowledge and understanding of the methodology applicable (see 'Related Criteria And Research'). At the onset of the committee, the chair confirmed that the information provided to the Rating Committee by the primary analyst had been distributed in a timely manner and was sufficient for Committee members to make an informed decision.

After the primary analyst gave opening remarks and explained the recommendation, the Committee discussed key rating factors and critical issues in accordance with the relevant criteria. Qualitative and quantitative risk factors were considered and discussed, looking at track-record and forecasts.

The committee's assessment of the key rating factors is reflected in the Ratings Score Snapshot above.

The chair ensured every voting member was given the opportunity to articulate his/her opinion. The chair or designee reviewed the draft report to ensure consistency with the Committee decision. The views and the decision of the rating committee are summarized in the above rationale and outlook. The weighting of all rating factors is described in the methodology used in this rating action (see 'Related Criteria And Research').

Ratings List

Ratings Affirmed

Sault Ste. Marie (City of)

Issuer Credit Rating	AA+/Stable/--
----------------------	---------------

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

Copyright © 2023 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

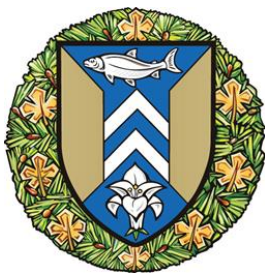
Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. Rating-related publications may be published for a variety of reasons that are not necessarily dependent on action by rating committees, including, but not limited to, the publication of a periodic update on a credit rating and related analyses.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw or suspend such acknowledgment at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, www.spglobal.com/ratings (free of charge), and www.ratingsdirect.com (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at www.spglobal.com/usratingsfees.

STANDARD & POOR'S, S&P and RATINGSDIRECT are registered trademarks of Standard & Poor's Financial Services LLC.



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Professional Services, UV Upgrade East End Water
Pollution Control Plant

Purpose

The purpose of the report is to obtain Council approval for Professional Services, UV Upgrade East End Water Pollution Control Plant as required by the Engineering & Construction division of Public Works and Engineering Services.

Background

The current UV disinfection system installed as part of the 2006 East End Plant upgrades and expansion was discontinued in 2013 and non-standard parts will no longer be available beyond 2024. Additionally, the equipment is nearing the end of its useful life within the next 5 to 10 years. The City is initiating the process to replace/upgrade the equipment, releasing proposal request for professional services in relation to design, tender and contract administration services.

The Request for Proposal was publicly advertised and RFP Documents forwarded to all firms on our Vendor of Record list. Proposals were required to be submitted through procurement for consideration no later than 3:00 p.m. on August 24, 2023.

Analysis

Proposal from one proponent was received prior to the closing date:
AECOM Canada Ltd., London, ON

The proposal has been evaluated by staff from Public Works and Engineering Services and by consensus is satisfied with AECOM Canada Ltd. proposal and costs presented for this project.

Financial Implications

The project was approved in the 2023 sanitary rate supported budget for \$7.6 million with funding allocations from 2023 to 2025. The proposed engineering fees can be accommodated within the 2023 approved budget cash flow. The conceptual budget estimate for the project will be further delineated as the project proceeds.

AECOM has proposed a cost of \$698,357 plus HST for the professional services of associated design, tender, and contract administration, for total cost of \$710,648 including the non-rebateable portion of HST which can be accommodated from within the approved funding.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-152 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

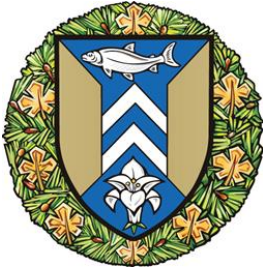
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco, CPA, CGA – Manager of Taxation
DEPARTMENT: Corporate Services
RE: Property Tax Appeals

Purpose

Staff is seeking Council approval of tax appeals as required pursuant to Section 357 of the *Municipal Act*.

Background

Under Section 357 of the *Municipal Act, 2001*, taxpayers may make an application for the cancellation, reduction or refund of taxes in response to changes in assessment facts concerning the property. The reduction reduces the taxes to the correct and proper amount. Applications have been made by staff or the owner and have been reviewed by Municipal Property Assessment Corporation (MPAC) to verify the assessment values and taxation periods to be used for the adjustment.

A listing of applications received for adjustment of realty taxes pursuant to Section 357 of the *Municipal Act* is attached to this report.

Analysis

The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

Financial Implications

There is an annual budget allocation for tax write-offs. The decreased revenue of \$6,817.67 can be accommodated within the existing budget allocation.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated September 18, 2023 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

Property Tax Appeals
September 18, 2023
Page 2.

Respectfully submitted,

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

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO
SECTION 357 OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2023 09 18
PAGE: 1 of 1

ROLL #	PROPERTY ADDRESS	REASON	EXPLANATION	TAX CLASS	APPEAL NO.	TAXES	INTEREST	TOTAL
2023								
020-030-090-00	00086 TRELAWNE AVE	D(i)	House demolished	RT	23-028	(718.24)	(35.17)	(753.41)
030-080-085-00	00865 SECOND LINE E	D(i)	Garage demolished	CT/RT > CX/RT	23-029	(3,153.12)	-	(3,153.12)
030-082-095-00	01142 OLD GARDEN RIVER RD	D(i)	Fire damaged, out building demolished	RT	23-030	(115.58)	-	(115.58)
030-092-136-00	00042 FISH HATCHERY RD	D(i)	House demolished	RT	23-031	(794.20)	-	(794.20)
040-027-064-00	00028 CATHCART ST	D(i)	House demolished	RT	23-032	(381.42)	-	(381.42)
040-029-053-00	00267 HURON ST	D(i)	Fire damaged, garage demolished	RT	23-033	(103.24)	(5.05)	(108.29)
050-005-019-00	00584 SHERBOURNE ST	D(ii)	Utilities shut off, under renovation	RT	23-034	(824.36)	(5.15)	(829.51)
060-029-029-00	00386 BORDEN AVE	D(i)	Garage demolished	RT	23-035	(361.64)	(17.69)	(379.33)
060-035-059-00	01201 SECOND LINE W	D(i)	Garage demolished	RT	23-036	(240.89)	-	(240.89)
060-060-043-00	00607 LEIGHS BAY RD	D(i)	Barn demolished	FT/RT	23-037	(61.92)	-	(61.92)

REPORT TOTAL \$ (6,754.61) \$ (63.06) \$ (6,817.67)

- A. CEASES TO BE LIABLE FOR TAX AT RATE IT WAS TAXED

B. BECAME VACANT OR EXCESS LAND

C. BECAME EXEMPT

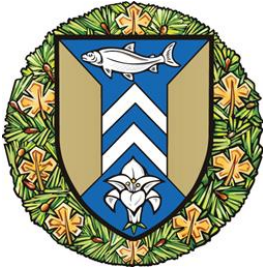
D. SICKNESS OR EXTREME POVERTY
- D(i). RAZED BY FIRE, DEMOLITION OR OTHERWISE

D(ii). DAMAGED AND SUBSTANTIALY UNUSABLE

E. MOBILE UNIT REMOVED

F. GROSS OR MANIFEST CLERICAL/FACTUAL ERROR

G. REPAIRS/RENO'S PREVENTING NORMAL USE (MIN 3 MONTHS)



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Social Equity Transit Pass

Purpose

The purpose of this report is to seek Council approval to implement a new Social Equity Transit pass to service both Social Services (Ontario Works) and Ontario Disability Support Program (ODSP) eligible clients.

Background

At the Council meeting dated January 28, 2019, an agreement to enter into a one (1) year pilot with a four (4) year extension was approved by Council supported by the following By-law:

By-law 2019-15 (Agreement) Transit Pass Partnership

Resolved that By-law 2019-15 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board for a one (1) year pilot for a "flat fee for service" for transit services be passed in open Council this 28th day of January 2019.

Furthermore, at a Council meeting dated November 4, 2019, the following resolution was passed.

Resolved that By-law 2019-218 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board to extend the existing lease agreement for a "flat fee for service" for transit services be passed in open Council this 4th day of November 2019.

Social Services has had a relationship with the City to provide Transit service for over twenty (20) years. Social Services historically expensed approximately \$500,000 annually on public transportation for people who have employment and/or medical related transportation needs. This translated to approximately 7,500 passes annually or 625 people each month.

In a report dated November 21, 2022, Social Services notified the City that their employment services funding model was being revised in 2024. Furthermore, they implemented strategic services reductions in 2023 and requested a reduction to the City for Transit passes from \$400,000 to \$300,000 annually in 2023. This was approved at that Council meeting with an amending agreement.

The City has been notified that this program is now ending entirely and Staff have been working with Social Services to develop a new program that aims to provide some relief to Social Services clients.

Under the current model, a 92-day bus pass is provided by Transit Services to Social Services to administer on a case-by-case basis. Procurement costs were covered in full by the Social Services as part of the arrangement.

Current Process:

1. Monthly passes are provided by Transit Services to Social Services for administration based on budget.
2. Client presents at front desk of Social Services requesting a bus pass.
3. Social Services staff reviews client file to ensure eligibility.
4. Social Services provides individual with the buss pass and is advised at this time that lost or stolen bus passes will not be replaced.

Under the new, proposed model, a Social Equity Transit Pass (SET pass) would be created. The pass is intended to service Social Assistance recipients, which includes Ontario Works and Ontario Disability Support Program (ODSP). The rate of discount is proposed to be 50% of the posted Transit Pass rate.

Analysis

The Social Equity pass concept has successfully been deployed in the following municipalities:

- **Toronto Transit Commission** – Fair Pass (offers a 33% discount)
 - <https://www.toronto.ca/community-people/employment-social-support/support-for-people-in-financial-need/assistance-through-ontario-works/transit-discount/>
- **Ottawa-Carleton Regional Transit Commission** – Equipass offers approximately half off a pass and there is an application form to complete.
 - <https://www.octranspo.com/en/fares/reduced-fares/equipass/>
- **Durham Regional Transit** – ACCESS pass and Transit Assistance Program (TAP) is a pay as you go model for the first 14 trips of the month up to \$45.50, then the remainder of the month is no charge, or with the monthly pass you pay \$46 up front (regular pass is \$117 for an adult).
 - https://www.durhamregiontransit.com/en/fares-and-passes/fares.aspx?_mid_ =27870#Adult

- **Grand River Transit (Region of Waterloo)** – Affordable Transit Program offers a 48% discount and an application is to be completed.
 - <https://www.grt.ca/en/fares-passes/affordable-transit-program.aspx>
- **MiWay (Mississauga Transit)** – Affordable Transit Program offers a 50% discount, and an application is to be submitted through the Region of Peel website.
 - <https://www.mississauga.ca/miway-transit/fares/affordable-transit-program/>
- **Brampton Transit** – Affordable Transit Program offers a 50% discount, and an application is to be submitted through the Region of Peel website.
 - <https://www.brampton.ca/en/residents/transit/fares/pages/affordable-transitprogram.aspx>
- **Guelph Transit** – Affordable bus pass works on a sliding scale by tier (income) and an application is required.
 - <https://guelph.ca/living/getting-around/bus/fares-and-passes/affordable-bus-pass/>

The SET pass will offer eligible clients a reduced fare which can provide users an affordable option to support an individual's transportation needs.

The partnership with Social Services has been very successful and staff from both the City and DSSAB felt it was very important to be able to continue to service clients moving forward given the number of clients that have utilized the service during the partnership (well in excess of 350,000 rides since 2019).

Highlights of the partnership include:

1. Decrease in administration work for both Social Services and Transit Services.
2. Past survey results (two in total) conducted by Social Services with the bus pass users have indicated the service has helped them get around the City, attend appointments, community events, recreational activities, visit family & friends, grocery stores, go to and from work and attend employment agencies.
3. 100% of respondents indicated having a bus pass improves their ability to accomplish daily tasks and responsibilities.

Transportation barriers pose a significant issue for those living with limited income and this new program and extended partnership provides some relief for clients. While the new program will not likely reach the level of revenue achieved under the previous partnership with Social Services, it will help provide an important service to Social Services clients and the reduction in the Transit pass rate may enable more users to utilize Transit services. In addition, Transit ridership has grown which contributes to the Municipality sharing in additional funds from Gas Tax Funding.

Financial Implications

There will be a reduction of \$300,000 in revenue collected as a result of the end of the current Social Services Transit funding contract. With the new partnership it is anticipated that 25 to 30% can be recovered from Ontario Works program recipients in conjunction with including ODSP clients.

The City will procure and provide passes to Social Services to administer. Social Services has confirmed it will continue to confirm eligible clients and distribute the passes. Operating revenue will be adjusted downwards accordingly for the 2024 budget.

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. Specifically, in fostering a positive avenue for individuals who are currently working by in receipt of social assistance or who are in search of employment and require access to public transportation.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- 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.
- Supports the Future SSM Social Equity pillar where Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life and is able to realize their full potential.

Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated September 18, 2023, concerning the Social Equity Transit Pass be received and that new user fees be implemented at half the current posted Transit pass rate for eligible Social Services and Ontario Disability Support Program clients be approved.

Social Equity Transit Pass

September 18, 2023

Page 5.

Respectfully submitted,

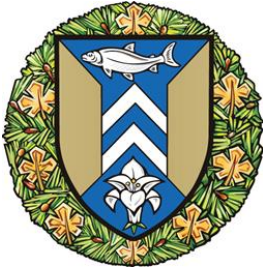
Brent Lamming, PFP, CPA, CMA

Director, Community Services

Community Development & Enterprise Services

(705)759-5314

b.lamming@cityssm.on.ca



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Animal Control Enforcement and Sheltering

Purpose

The purpose of this report is to provide information supporting the extension of the purchased services contract with the Sault Ste. Marie and District SPCA (the Humane Society) and land lease agreement.

Background

The Humane Society is an animal welfare organization that provides animal control and by-law enforcement services and shelter services to the City of Sault Ste. Marie.

The main source of revenue is the fee for service from the City of Sault Ste. Marie. This revenue only covers costs for the enforcement of municipal by-laws and some shelter operations. All other shelter operations services such as crisis services, medical spay and neuter assistance, humane education, etc. are funded through donations and fundraising. Other revenue is derived from user and licencing fees.

On June 14, 2016, the Humane Society requested that the agreement for the purchased services be updated as it has not been reviewed since enactment in 1983. This report includes reference to a new services agreement to be reviewed for approval.

On August 21, 2017, Council approved single sourcing the enforcement and shelter services from the Humane Society supported by the following key points:

- There is a unique, historical relationship between the City and the Humane Society
- The Humane Society building was funded through community donations and is located on City owned lands
- The Humane Society has developed ongoing, local fundraising support and has recognition in the community
- The Humane Society plays an increasingly complex role in providing animal control enforcement and shelter services given new legislation regarding certain animal breeds and exotic pets

Analysis

The enforcement of the animal control by-law and provision of the shelter services has been provided by the same vendor since the by-law enactment in 1983. Subsequently, the licensing of dogs was transferred to the Humane Society on January 1, 1999, acting as an agent for the City. The licensing and user fees (including adoption fees) offset the cost of providing the service to the City. These fees are estimated to be between \$100,000 to \$125,000 per year.

A letter for the renewal of service from the Humane Society is attached in Appendix A for review along with a resolution from their Board.

Staff have met with the Humane Society Shelter Manager on multiple occasions and attended a Board meeting to understand more about their operations. Some key information points for Council consideration include:

- Appropriate staffing levels are maintained to handle current animal population and service volumes.
- Staffing is required for 9 hours a day from Monday to Friday and 8 hours a day on the weekends. Hours outside of that are covered on an emergency basis by on-call staff.
- The Humane Society provides the following services below and a thorough description can be found in Appendix B:
 - Animal Control Enforcement
 - 2019-117, Animal Care and Control
 - 2005-37, Amended 2005-60 - Pigeons
 - Enforcement of Dog Owner's Liability Act
 - Issuing Provincial Offence fines and charges and preparing any associated court documents and attending court as necessary
 - Issuing City dog licenses and maintaining database for issuing renewals and associated fines for non-compliance
 - Provide immediate response to Police and Fire, 24 hrs. a day where assistance is required with animals
 - Shelter Services
 - Provide Shelter services that meet the requirements of the Animals for Research Act which includes Pound regulations. The entire facility, animal care practices and records are

subject to frequent inspection by a Provincial Pound Inspector.

- Shelter and pound facilities open to the public 7 days per week (excluding statutory holidays)
- Provide 24/7 emergency on call service
- The Humane Society building is maintained by the Humane Society and is located on land owned by the City of Sault Ste. Marie. The current lease for the property runs to May 2024, with a 10 year renewal option remaining on lease. With an aging facility, repair and maintenance costs are increasing for the facility. The facility was originally built through local fundraising.
- The Humane Society is a registered charity and fundraising events, donations and bequests help support delivery of programs valued at \$225k/year up from previous levels of \$100-\$130k/year.
- A summary of statistics and financial reports is provided annually by the Humane Society and reviewed by City staff.

Legal has reviewed the 2004 Lease and updated the insurance requirements to align with the Service Agreement. The Lease and Service Agreement contain appropriate indemnity language. If renewed as stipulated, the expiration date of the Service Agreement will align with the expiration date of the renewed Lease.

The Sault Ste. Marie Humane Society has been an integral part of the enforcement and shelter services for the City for several decades. The organization has vast knowledge of the requirements and has had great success in the adoption of animals that find their way into the shelter.

Financial Implications

The Humane Society is requesting \$688,374 to supply the enforcement and shelter services for 2024. This is an increase of \$18,750 from 2023 where \$669,624. This increase is in alignment with a CPI increase of 2.8% which has been built into the agreement.

The annual CPI increase supports pressures as follows:

- Staff Training
- Vehicle Lease
- Insurance
- Cremation Requirements
- Repairs and Maintenance
- Electricity - heavy demands from their HVAC systems that are required to maintain proper air exchange for kennel environments.
- Wages Impacts
- Lengths of stay, capacity impacting the facility

The purchased services agreement is for a five (5) year, five (5) month term to align it with the Land lease (would run January 1st to May 31st of the following year). The annual payment amount is subject to CPI in exchange for services the Humane Society provides to the City of Sault Ste. Marie.

This request for Sault Ste. Marie & District SPCA is in accordance with Procurement By-law 2021-97 section 22 3) f) Statutory Monopoly; Registered animal welfare organization providing animal control services to the City of Sault Ste. Marie.

Strategic Plan / Policy Impact / Climate Impact

This service is not contemplated in the strategic plan but does align with the City's commitment to Delivering Excellent Customer Service and the requirement to provide animal control and shelter services to residents.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated September 18, 2023 concerning Animal Control Enforcement and Sheltering be received and that Council approve the single sourcing of enforcement and sheltering services to the Sault Ste. Marie and District SPCA (Humane Society).

The relevant By-law 2023-134 for the Amending Lease Agreement and By-law 2023-135 for the Amending Service Agreement are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



SAULT STE. MARIE HUMANE SOCIETY

WE SPEAK FOR THOSE WHO CANNOT SPEAK FOR THEMSELVES

May 25, 2023

Mr. Brent Lamming
Director, Community Services
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Dear Mr. Lamming

Further to our discussions regarding the renewal of our service contract and property lease, please let this letter serve as direction of our intentions for the same.

As set out in our property lease agreement with the City of Sault Ste. Marie dated September 27, 1984, we are required to provide a written request to the City six (6) months prior to the expiration of the current term. The current lease term ends May 31, 2024. Please accept this letter as our request to exercise our option to renew our lease with the City of Sault Ste. Marie for the remaining ten (10) year term of the lease.

Our current Service Agreement with the City was for a contract period of five (5) years, terminating on December 31, 2023. Please let this letter serves as our request to renew the Service Agreement for a five (5) year period under the existing terms of the agreement with the addition of an option to renew for an additional five (5) year term. The inclusion of a five (5) year renewal option will more closely align the expiry dates of our Property Lease and Service Agreement and allow for them to be covered under one agreement going forward.

This letter of direction is provided by resolution of our Board of Directors, a copy of which is attached for your records.

Thank you for your time and attention to this matter. Please do not hesitate to reach out for any further information. I can be reached at 705-949-3578.

Sincerely,

Cindy Ross
Manager

cc Rachel Tyczinski, City Clerk
enc

SAULT STE. MARIE HUMANE SOCIETY

Motion of the Board of Directors April 4, 2023:

Motion by: **Mike Melville**

Seconded by: **Jennifer McDougall**

that **the Board approves** to continue with the City contract in its current form with the yearly CPI increases, requesting another 5 year contract with a 5 year possible extension on that contract. C. Ross to send a letter to Brent Lamming indicating our intent.

Motion Carried.

Motion by: **Mike Melville**

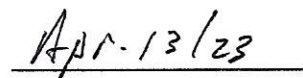
Seconded by: **Jennifer McDougall**

that **the Board approves** to ask the city for the 10 year extension on the current lease. C. Ross to send a letter to Brent Lamming indicating our intent.

Motion Carried.



Maria Kasch, President



Date



Sault Ste. Marie & District SPCA

Report to City Staff

May 11, 2023

TO: Brent Lamming, Director, Community Services

AUTHOR: Cindy Ross, Manager

RE: Animal Care & Control Services and Sault Ste. Marie & District SPCA (Humane Society) Services

PURPOSE

In August 2016 City Council directed City Staff to work with the Humane Society to review the services being provided under the contracted service agreement for Animal Control Enforcement and Shelter Services and recommend the preferred option for the continuation of services upon completion of the review. The review included the original version of this Report to City Staff dated February 9, 2017. The purpose of this report is to provide an update to the services portion of that report and to provide further context to the reporting requirements in the Service Agreement (**Article 12**).

CURRENT SERVICES PROVIDED UNDER PURCHASED SERVICE AGREEMENT:

NOTE: Since the original date of this report the City and Humane Society entered a five-year contractual Service Agreement that outlines our obligations. This listing of services provides a comprehensive description of those obligations, and the applicable Service Agreement article is noted.

Enforcement

- Enforcement of the City Animal Care & Control By-law 2019-117. The 2019 update of this by-law provided an extensive expansion of all animal related by-laws – cats, dogs, livestock, wildlife – and consolidated them in to one, thirty-six page document with seventy-seven provincial offences. **Service Agreement, article 4**
- Issuing Provincial Offence fines and charges and preparing any associated court documents and attending court as necessary. **Service Agreement, article 4**
- Impound animals in accordance with by-law 2019-117. **Service Agreement, article 5**
- Issuing City dog and cat licenses and maintaining database for issuing renewals and associated fines for non-compliance. **Service Agreement, article 4**
- Investigate Dangerous Dog incidents and issue Danger Dog Notices where necessary. **Service Agreement, article 4**
- Perform City-wide patrols with special attention to identified problem areas. **Service Agreement, article 4**

- Provide live trap rentals for feral and/or nuisance cat complaints. ***Service Agreement, article 4***
- Remove and re-home prohibited exotic animals identified under the City by-law. ***Service Agreement, article 4 and 5***
- Enforcement of the Dog Owner's Liability Act, including pit bull restrictions and subsequent long-term impounds for dogs that are held pending outcome of charges under this legislation. ***Service Agreement, article 4***
- Maintain a Pit Bull transfer program with Michigan and Montreal SPCA. ***Service Agreement, article 4***
- Maintain a lost and found pet reporting system. ***Service Agreement, article 4 and 5***
- Purchase and maintain vehicles for service delivery. ***Service Agreement, article 4***

Emergency Services

- Provide 24-hour emergency on-call service. ***Service Agreement, article 4 and 8***
- Pick up and provide care to injured stray animals 24 hours a day. ***Service Agreement, article 4 and 8***
- Provide immediate response to Police & Fire Services 24 hours a day where assistance is required with animal matters that arise during the course of their duties. ***Service Agreement, article 4 and 8***
- Work with City Emergency Planning staff to develop and implement Emergency Response plan for animals in our community.

Sheltering Services

- Provide shelter facilities that meet the requirements of the Animals for Research Act, Pound regulations. As the designated Pound for our City, our entire facility, animal care practices and records are subject to frequent inspection by a Provincial Pound Inspector to monitor compliance to Pound regulations. ***Service Agreement, article 5, 7 and 10***
- Provide shelter and pound facilities open to the public 7 days a week. ***Service Agreement, article 5, 7, 8 and 10***
- Provide sheltering services and care for stray, sick/injured and adoption animals. ***Service Agreement, article 4, 7 and 10***
- Provide adoption program services to the public 7 days a week. ***Service Agreement, article 7 and 8***
- Perform health screening at animal intake that includes preventative vaccine and parasite treatment, to minimize incidence of disease. ***Service Agreement, article 10***
- Perform veterinary assisted euthanasia of animals only when necessary. ***Service Agreement, article 6***
- Provide resources to facilitate the cremation of pets. ***Service Agreement, article 6***
- Responsible for all costs associated with the operation and maintenance of the animal shelter facility. ***Service Agreement, article 9***

Collaborations in Enforcement Service Delivery

- Collaborate with local agencies (Women in Crisis, Red Cross, Children's Aid Society, John Howard Society, Pauline's Place, etc.) to assist with animal related matters. ***Service Agreement, article 4***
- Work with Algoma Public Health in reporting and quarantining bite cases. ***Service Agreement, article 4***
- Work in co-operation with the Ministry of Natural Resources in identifying issues and providing public education. ***Service Agreement, article 4***
- Develop Pound agreements with outlying townships and First Nations; service fees are charged accordingly. ***Service Agreement, article 4***
- Assist Provincial Animal Welfare officers and provide shelter for animals removed during investigations; cost for services provided are reimbursed by the Provincial government. ***Service Agreement, article 4***

Revenue and cost recovery from services provided above that support the Service Agreement include:

- All cat and dog license revenue,
- Service fees associated with pets impounded and returned to owner under the City by-law,
- Adoption fees for all pets adopted through our facility,
- Facility user fees and associated intake costs from townships and First Nations, and
- Service fees associated with support and animal care provided to Provincial Animal Welfare Services.

HUMANE SOCIETY TEAM

- Staffing is provided for enforcement and sheltering services 7 days a week, including statutory holidays and for on-call services. The number of staffing hours fluctuates based on several factors, including varying levels of shelter population, call volume and level of enforcement required, season, etc. ***Service Agreement, article 11***
- Supervisory/Senior Staff and Animal Control Officers are required to have a minimum of 2 years experience with our Humane Society or similar organization. Animal Control Officers are then provided further training specific to their enforcement duties and duly sworn in as by-law officers. ***Service Agreement, article 11***
- Continuing education, training and knowledge of current trends and best practices is supported through our membership and participation with Humane Canada, Ontario Animal Welfare Network and Animal Shelter Administrators of Ontario. These organizations focus on all aspects of the animal sheltering profession, including Animal Care & Control enforcement. ***Service Agreement, article 11***
- Oversight and governance of our organization is the function of our Board of Directors. Our current Executive Officers are Maria Kasch, President, Jennifer McDougall, Vice

President, Mike Melville, Treasurer, Jaime Moss, Secretary and three Directors at Large.
Service Agreement, article 11

OTHER SERVICES PROVIDED THROUGH CHARITABLE PROGRAMS

The Humane Society is a registered charity that has been working to assist animals in need in our community since 1925. A formal contractual relationship was established with the City in 1983. This resulted in the number of incoming animals significantly increasing and identified the need for expanded animal support services. The intent of these programs is to address the needs of pets and pet owners and implement appropriate programs/services that prevent animals from entering the shelter through stray intake, abandonment or surrender or through breeding. Through these diversion and prevention programs, we reduce the strain on our obligations under the Service Agreement with the City. For those pets who remain at the shelter for adoption, we fund veterinary care for health needs and spay and neuter to improve their chances of adoption. The charitable programs we provide evolve according to the current needs and trends in our pet community.

- Shelter Health Program – provides treatment for cats and dogs who develop respiratory ailments inherent in pound/shelter settings.
- Adoption Program – provide spay and neuter surgery to mature cats and dogs to increase chance of adoption and reduce unwanted litters; vaccination, microchip and flea treatment provided; offer incentives and discounted fees for multiple pet and senior pet adoptions; promote adoption pets through numerous venues.
- Post-adoption medical care – provide coverage for care of specific illnesses for 2 weeks post adoption.
- Foster Program – temporarily place pets in home settings that are recovering from illness/injury, have been in the shelter long-term, orphaned kittens/puppies and moms with litters. All supplies are provided and costs for veterinary care are covered.
- Volunteer Program – volunteers help us execute our programs and provide socialization and enrichment for shelters pets.
- End of Life assistance – provide assistance to pet owners who cannot afford euthanasia costs.
- Major Medical care for illness or injury – take over veterinary cost for major illness/injury for which recovery is probable.
- Prevent a Litter program – cover the cost of spay surgery for pet owners whose pet has/had a litter.
- Pet Food Pantry – provide free pet food to pet owners who are struggling financially. Free food is also provided to other agencies to broaden our reach to pet owners.

These programs are funded through donations and fundraising events and the sustainability of these programs is vital to shelter operations. There is no revenue generated by these programs.

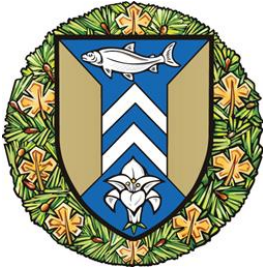
CURRENT ANIMAL CONTROL AND SHELTERING TRENDS

Covid, inflation, social factors and a shortage of veterinary services presented animal shelters across Canada with serious challenges that have now become troubling trends that are straining our facilities, resources and programs. These stressors below drive the need for our Charitable Programs.

STRESSOR	RESULTING TRENDS
Surge in pet ownership during Covid	A saturation of the pet market • Fewer shelter pets being adopted, and • Increased length of stay for shelter pets
Increase in the number of breeders to meet the increased demand for pets during Covid	• More pets being added to an already saturated market, • Breeders who cannot sell puppies/kittens and need to surrender to shelter, and • Breeders cannot spay/neuter due to shortage of veterinary services and/or cannot afford surgery costs
Shortage of veterinary services	• A larger pet population that cannot access and/or afford veterinary care, • More unwanted litters, • More environmental spread of disease due to lack of vaccination, and • More incidence of pet surrender due to pet illness/injury
Inflation	• Increasing percentage of pet owners in our communities cannot afford food and/or veterinary costs
Increase in the vulnerable population	• Increase in demand for pet support services (temporary housing, food, veterinary care) for this sector of our population

SUMMARY

Together we have made progressive changes through expansive by-law amendments and the implementation of a five-year Service Agreement. The City and the Humane Society have had a 40-year relationship that has been beneficial to both the animals and residents of our community through the delivery of services and programs that complement each party's objectives.



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Lease Renewal - Southwest Building at Roberta Bondar
Park (BeaverTails)

Purpose

To renew the existing lease to 1972703 Ontario Inc. (BeaverTails) for a further five (5) year timeframe.

Background

At a Council meeting dated January 14, 2019, the following resolution was passed.

Resolved that the report of the Director of Community Services, Community Development and Enterprise Services dated January 14, 2019, 14 concerning Bondar Park Ice Cream Shop be approved and that a request for proposals be issued.

Furthermore, at a Council meeting dated February 25, 2019, the following resolution was passed.

Resolved that the report of the Manager of Purchasing dated 2019 02 25 be received and the recommendation that the proposal submitted by S. Purvis/J. DiCorpo for the Lease and Operation of Restaurant/Lounge/Retail Space at Roberta Bondar Park, for a three-year period commencing May 1, 2019, be approved.

A By-law authorizing signature of a Lease Agreement for the space will appear on a future Council Agenda.

By-law 2019-53 (Agreement) Roberta Bondar Park Lease was carried at the March 18, 2019, meeting between the City and 1972703 Ontario Inc. to operate the restaurant/lounge/retail space at Roberta Bondar Park.

The two (2) year extension clause was executed per the original approved lease in a letter dated June 18, 2021, bringing the new expiry to September 30, 2023.

Analysis

The Bondar Tent has in excess of eighty (80) events annually and draws over 60,000 people.

The major benefits of this location are as follows:

- Proximity to the water which offers a unique location.
- Good traffic at the waterfront/John Rowswell Hub trail.
- Access to patio space immediately surrounding the location.
- Cruise ships that frequent the port regularly.
- Great way to showcase and enhance our community for tourism.
- Supports the summer concert series.

The building is approximately 750 square feet and offers seating of approximately 16-20 inside the building and a potential additional 16-24 on the patio space immediately surrounding the building. There are ten (10), fifteen (15) amp dual receptacles servicing the building and there is sufficient water and a double stainless steel restaurant sink. The City has had a positive relationship with BeaverTails with the highly visible, well recognized establishment. The City has also received excellent feedback from the community and tourists with respect to the business operating in the City and particularly with this location.

The business is frequented by many tourists and cruise ship passengers and is a favourite spot for local residents.

Staff are recommending the lease renewal as presented.

Financial Implications

The rent is inclusive of property taxes prorated for the period that Beaver Tails is open. Under the original lease, rent commenced at \$500/month for years one (1) to three (3) and increased to \$550/month for years four (4) to five (5). Under the new lease, the rent is being increased to \$586.30/month. In addition, utilities are effective immediately whereas under the prior lease the City covered the first \$100/month of usage.

The net cost to the City for the new lease is \$4,218 as detailed below (due to the facility being charged municipal property tax).

The net cost of \$4,218 compares to a cost of \$11,300 in 2018 when the City operated a concession in this location.

Further breakdown of the net cost provided below:

City costs-non-operating 7 months:

Property taxes	\$3,970
Utilities	\$350
Total Expense	\$4,320

Beaver Tails 5 months		
Rent	\$2,932	
Less: Property taxes	\$2,830	
Net surplus		\$102

Net City cost after lease surplus \$4,218 (however is a \$7,082 improved position from when the canteen was in operation).

Staff have confirmed with the owner that local foot traffic is down this summer, but they are seeing more American tourists. In addition, food costs have risen 23% and any additional cost increases would make it a challenge to operate.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Community Strategic Plan for 2019-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

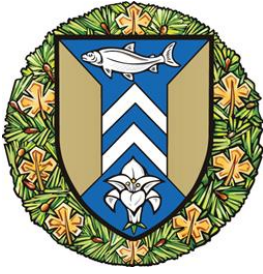
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-141 for the main agreement and By-law 2023-136 for the Franchise Agreement are listed elsewhere on the agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community
Development

DEPARTMENT: Community Development and Enterprise Services

RE: August 2023 Tourism Development Fund Applications

Purpose

This report provides recommendations to City Council from City staff and the Tourism Sault Ste. Marie Board of Directors 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 different two streams - Festivals & Special Events and Attractions & 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 & 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.

At the Tourism Sault Ste. Marie Board of Director's meeting held August 22, 2023, five (5) applications were reviewed with the following recommendations:

1. Ontario Baseball Provincial Championships (\$3,000)
2. Northern Ontario Tourism Summit (\$7,500)
3. Metis Nation of Ontario Rights Conference (\$5,000)
4. Northeastern Ontario Swim Meet (\$2,000)
5. Kinsmen Club of Sault Ste. Marie Boardwalk Replacement Project (\$25,000)

Ontario Baseball 9U and 13U Championships

Ontario Baseball has selected Sault Ste. Marie as the host community for the 2023 Provincial Championships for both the 9U and 13U divisions. The Championships were held at both Sinclair Yards and Strathclair Fields over the weekend of September 1-4, 2023. OBA has confirmed 28 teams will be participating from out of town estimating over 1000 players registered to attend. In 2022, Ontario Baseball returned to Sault Ste. Marie for the first time since 1993 to host a sanctioned Provincial level event. This re-ignited a partnership that secured Sault Ste. Marie as the host in 2023. Participation in the event through the inclusion of two divisions, which did not attend the 2022 event. While eligible for higher levels of funding based on the significant number of out-of-town visitors this event will attract, the applicant only requested funds needed to offset the costs of field rentals and purchase of baseballs.

Visitation Projections & Goals:

Local participants: 263

Regional visitors: 0

Ontario visitors: 2500

USA: 0

Economic Impact:

2500 visitors x 3 nights (4 days) x \$150pp = \$1.1 million

In recognition of the positive impact, the Ontario Baseball 9U and 13U Championships will have on the local tourism industry the following resolution was passed:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$3000 through the Tourism Development Fund - Conferences and Special Events Stream to support the 2023 Ontario Baseball 9U and 13U Provincial Championships September 1-4, 2023, and that a report be submitted to City Council for consideration and approval."

Northern Ontario Tourism Summit

Building on decades of successful fall conferences for the outfitting sector, the Northern Ontario Tourism Summit was developed as a partnership event between Nature and Outdoor Tourism Ontario (NOTO) and Destination Northern Ontario

(DNO). The event provides tourism businesses, organizations, suppliers as well as all levels of government an opportunity to discuss current and future state of the tourism industry in Northern Ontario. The conference rotates between Northern Ontario communities, including Thunder Bay, Sudbury, Timmins and Sault Ste. Marie for three days of industry training and networking. Sault Ste. Marie last hosted the event in 2018. The 2022 conference was the first in person conference following a 2-year hiatus during the pandemic and was hosted in Thunder Bay.

Visitor Projections

Participants/ Visitation Projections are based on previous Summit registrations.

Local participants: 75

Regional visitors: 55

Ontario visitors: 220

USA: 0

Economic Impact

275 out of town visitors x 4 days x \$150pp/pd = \$165,000

In recognition of the positive impact, the 2023 Northern Ontario Tourism Summit will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$7500 through the Tourism Development Fund- Conferences and Special Events Stream to support the Northern Ontario Tourism Summit November 15-17, 2023, and that a report be submitted to City Council for consideration and approval.”

Metis Nation of Ontario Rights Conference

2023 marks the 40th anniversary of the founding of the Metis National Council, the 30th Anniversary of the establishment of the Metis Nation of Ontario, and the 20th Anniversary of the Supreme Court of Canada decision on R. v Powley. Sault Ste. Marie has been selected as the host location to celebrate these important anniversaries.

This conference is hosted by the Historic Superior Regional Metis Community. The Rights Conference will focus on Metis law, governance, sovereignty and will conclude with the first screening of the Powley Documentary at the Galaxy Theatre. The Machine Shop has been selected to host the banquet dinner and live music, serving traditional Metis dishes. The conference is anticipated to attract 400+ Metis leaders and academics to Sault Ste. Marie.

A series of other events will prelude the Rights Conference where Metis culture will be on display, including an art show, cultural music and dance performances, cooking classes, canoe trips on the St. Mary's River and storytelling.

Participants/ Visitation Projections are based on anticipated registrations for the conference and available hotel room blocks.

Local participants: 130

Regional visitors: 70

Ontario visitors: 200

Canada: 150

USA: 0

Economic Impact (out of town visitation only)

420 out of town visitors x 4 days x \$150 pp/pd = \$252,000

In recognition of the positive impact, the 2023 Metis Nation of Ontario Rights Conference will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$5000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Métis Nation of Ontario Rights Conference October 5-8, 2023, and that a report be submitted to City Council for consideration and approval.”

Northeastern Ontario Regional Swim Meet

The Northeastern Ontario Regional Swim Meet is an annual event sanctioned by Swimming Canada and hosted by the Sault Surge Aquatic Team. Host communities are selected via a bid process. This event will bring approximately 220 athletes (plus their families) to our community October 27-28, 2023, for 2 days of swimming competition.

Participants/ Visitation Projections are based on previous NEOR events.

Local participants: 231

Regional visitors: 0

Ontario visitors: 520

Canada: 0

USA: 0

International visitors: 0

Economic Impact (out of town visitation only)

520 Visitors x 2 nights x \$150pp = \$156,000

In recognition of the positive impact, the 2023 Northeastern Ontario Swim Meet will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$2,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Northeastern Ontario Regional (NEOR) Swim Meet October 27-28,

2023, and that a report be submitted to City Council for consideration and approval.”

Kinsmen Club of Sault Ste. Marie Walkway Replacement (Product Development Stream)

Kinsmen Park is the largest outdoor recreation space in Sault Ste. Marie offering over 80kms of multi-use trails for summer and winter recreation on 232 acres of land in the Crystal Trail system. The Kinsmen Club also hold the land use agreement for an additional 563 acres in the Red Pine and Pinder Trail systems. Kinsmen Park is managed by the Kinsmen Club, a volunteer led organization responsible for all trail related activities in these trail systems.

Several thousand visitors enjoy Kinsmen Park annually, many of whom are tourists who come specifically to the park to view Crystal Falls. A conservative estimate of 2500+ tourists come to this location every year to hike, bike and view the falls. The current walkway used by visitors to view/experience Crystal Falls requires updating and repair to improve both safety and accessibility. The proposed project includes the installation of a steel walkway (improved from the current wooden walkway). Once installed, the steel walkway will increase the stability of the bridge, provide a safer surface for walking, reduce/eliminate snow build up, provide year-round access (currently 6-7 months access) and become suitable for bikes to cross. The Kinsmen of SSM have requested \$25,000 from the Tourism Development Fund to upgrade the Crystal Falls boardwalk. These funds will complement potential provincial funding as well as support from the Trans Canada Trail.

Budget

\$ 80,110.00 for steel 550 ft / 29 steps (cost)

\$ 10,000.00 for upgrade to trail over the bridge

Total project costs: \$ 90,110.00

Funding

\$12,500.00 Trans Canada Trail Grant (approved)

\$32,610.00 NOHFC (In Phase II of application)

\$20,000.00 Kinsmen SSM contribution (confirmed)

\$25,000.00 SSM TDF (Pending)

Steel Speed is donating the labour for the installation.

Total funding: \$90,110.00

In recognition of the positive impact the Kinsmen Club/ Kinsmen Park has on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$25,000 through the Tourism Development Fund - Product Development Stream to support

the Kinsmen Club of Sault Ste. Marie Boardwalk upgrade project, 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 \$377,650 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact

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

There are no climate change related impacts associated with this report.

Recommendation

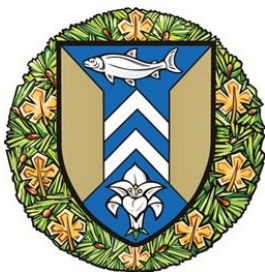
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated September 18, 2023 concerning August 2023 Tourism Development Fund applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$42,500, as detailed below be approved.

1. Ontario Baseball Provincial Championships (\$3,000)
2. Northern Ontario Tourism Summit (\$7,500)
3. Metis Nation of Ontario Rights Conference (\$5,000)
4. Northeastern Ontario Swim Meet (\$2,000)
5. Kinsmen Club of Sault Ste. Marie Boardwalk Replacement Project (\$25,000)

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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matt Shoemaker and Members of City Council
AUTHOR: Rick Van Staveren, Director, Economic Development
DEPARTMENT: Community Development and Enterprise Services
RE: Community Development Fund Request – Harvest
Algoma/Sault Ste. Marie Innovation Centre Acquisition

PURPOSE

The purpose of this report is to seek Council approval to provide funding through the Community Development Fund (CDF) of \$60,000 per year for a period of three years (3) (\$180,000 total) to support the planned acquisition of Harvest Algoma by the Sault Ste Marie Innovation Centre (SSMIC).

BACKGROUND

The Sault Ste Marie Innovation Center commits to acquiring the assets, staffing, and operating mandate of the Harvest Algoma program from the United Way of Sault Ste. Marie, including purchasing the building, continuing with two full time staff members, assuming program delivery, operating responsibilities, and volunteer coordination. (See attachment A: CDF Application)

The rationale for this acquisition is to complement and reinforce initiatives and activities to sustain the operations of Harvest Algoma. The Rural Agri-Innovation Network (RAIN) intends to expand, support, and reinforce their current food security programming, while leveraging its agricultural infrastructure to support and scale RAIN's goals and business development.

Established in 2013, in partnership with the NORDIK Institute (Algoma University), and the regional farming community, RAIN works to build a resilient farm and food sector through innovative research and agri-food development projects that increase growth, production, and processing capacity for pan-northern farmers and food businesses. RAIN's plan aims to develop an agri-food hub that will serve as a platform to provide training and mentorship for agri-food entrepreneurs that want to start or expand businesses with new products. The agri-food hub enterprise would provide agri-food entrepreneurs with a licensed commercial kitchen, storage, and support to bring their products to market in their start-up phase. RAIN's plan also includes a goal to collaborate with Northern partners to develop and commercialize Agri-Tech in the horticulture sector. RAIN requires physical space to test, develop, and commercialize technologies to transform horticulture production.

Established in 2018 Harvest Algoma operates under the United Way of Sault Ste. Marie. The organization features an 800 sq ft warehouse, a 1,000 sq ft commercial kitchen equipped with walk-in fridges and freezers, and two 3,000 sq ft greenhouses. Harvest Algoma provides significant quantities of food to over 70 local non-profit partner agencies annually. It also works closely with the Grocer 4 Good Ability Development Program by providing fresh produce to sell at low cost.

ANALYSIS

Due to high overhead costs, underfunding, and limited organizational capacity to manage, sustain and expand Harvest's operations in the face of growing demand, The United Way of Sault Ste. Marie & Algoma District has declared that they are no longer in a financial position to continue to support Harvest Algoma. The closure of Harvest Algoma would have a negative impact on the community by significantly limiting the ability to reduce food insecurity and support vital food programming for our most vulnerable populations.

Given these circumstances, the acquisition of Harvest Algoma – including the extensive facility with a spacious warehouse, commercial kitchen, and expansive greenhouses – by SSMIC provides a positive outcome.

SSMIC's team can leverage their comprehensive agricultural knowledge and their commitment to providing focused mentorship and development assistance through SSMIC's Business Services division, resulting in a cooperative alliance. The merger will result in a synergy that will foster community prosperity and innovation.

SSMIC's plan would involve the purchase of the Harvest Algoma property and chattels (through a mortgage secured through SSMDSSAB) and operational transition in collaboration with the United Way and some building upgrades in the short term.

For the first three years, SSMIC will prioritize infrastructure provision for community benefit, establishing an agri-food incubator, developing long-term strategies for Harvest Algoma's resilience, increasing experiential learning opportunities and growing a sustainable social enterprise that would diversify Harvest Algoma revenues.

The enterprise would source ingredients from local farms and Harvest's gardens/greenhouses for multiple boutique products that are inspired by Algoma's natural environment. The combined team would grow a Social Enterprise to lessen the financial burden of Harvest Algoma's operations so that contributions from its partners would be lessened after year three.

Expected outcomes of the acquisition include:

- Space and infrastructure for entrepreneurial growth and agricultural research

- Business development, organizational mentorship, and sustainability for Harvest Algoma
- Sustainable food security initiatives and maintaining community support network.
- Furthering community partnerships, educational and training opportunities.

SSMIC has established performance targets for the acquisition which include:

- Support Harvest Algoma's Operations
 - Target: Food warehouse and commercial kitchen fully operational for programming upon takeover Oct 23.
- Food Rescue and Distribution
 - Target: Rescue and distribute over 500,000 lbs of food annually – either through processed meals or through the food warehouse.
- Community Resilience
 - Target: Grow community support for Harvest Algoma through fundraising efforts to \$60,000 annually at the end of year 2.
 - Target: Establish Community Partners Committee for Harvest Algoma Food Rescue efforts to encourage greater awareness and participation by year 1. They will receive annual reports on Harvest Algoma's impact.
- Job Creation and Hands-on Learning
 - Target: Create 13 new jobs, maintain 12 jobs, and engage 150 youth in hands-on learning experiences by the end of the project.
- Sustainable Food Enterprise Development
 - Target: Enable 10 agri-food enterprises to do further product development by the end of year three.
- Social Enterprise Development
 - Target: Launch a minimum of 5 distinct food products within the first 18 months. Achieve distribution in 5 local retail outlets and online platforms. Attain a revenue milestone of \$50,000 by the end of the second year.

Contributing partners of this project are the Algoma District Social Services Administration Board, community partner agencies, government funders, private sector supporters and SSM & District Social Services Administration Board.

The Social Equity Committee met on September 13, 2023 and recommends the project to City Council.

FINANCIAL IMPLICATIONS

Sault Ste Marie Innovation Centre is requesting support from the Community Development Fund over a period of three (3) years for a sum of Sixty Thousand Dollars (\$60,000) per year, total contribution equaling One Hundred and Eighty Thousand Dollars (\$180,000). Current value of the Community Development Fund is \$1,190,340. The Social Equity Stream of the Community Development Fund

does not have a funding source, therefore the funds will need to be sourced from the Economic Development stream of the Community Development Fund.

This allocation of funds will allow Harvest Algoma/SSMIC to continue to provide an avenue to address food insecurity in Sault Ste. Marie and grow opportunities in the future.

STRATEGIC PLAN / POLICY IMPACT

Supports our Community Development platform of Creating Social and Economic Activity and Maximizing Economic Development and Community Investment

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Community Development Fund Request – Harvest Algoma/Sault Ste. Marie Innovation Centre Acquisition be received and that funding for the acquisition be provided from the Community Development Fund-Economic Development stream in the amount of \$180,000 to be paid out over a three-year period in payments of \$60,000 per year.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

Rick Van Staveren, Director of Economic Development
City of Sault Ste. Marie
99 Foster Dr, Sault Ste. Marie, ON P6A5X6

Dear Mr. Van Staveren,

Please see the Sault Ste. Marie Innovation Centre's (SSMIC) submission to the Community Development Fund (CDF) for \$60,000 per year (for 3 years) towards the SSMIC's plan for the acquisition of Harvest Algoma.

Principals for the SSMIC: Peter Bruijns, Executive Director (Board List attached as Appendix E)

Contact for the Funding Request: David Thompson, RAIN Director dthompson@ssmic.com

Contributing Partners: Algoma District Social Services Administration Board, Community Partner Agencies, Government Funders, Private Sector, and SSM & District Social Services Administration Board.

Please note that certain Government Funders, Community Partner Agencies and Private Sector companies cannot be named at this time. SSMIC has additional funding requests to Community Partner Agencies that will be confirmed by the time of the City Council meeting of September 18th if we are added to the agenda.

Sincerely,

Peter Bruijns

Executive Director

An opportunity to sustain the services of Harvest Algoma through an assumption of operating assets by the Sault Ste. Marie Innovation Centre leveraging its synergistic RAIN program.

Harvest Algoma Acquisition

September 13, 2023

Peter Bruijns, David Thompson, Maggie
McGoldrick

Business Plan – Harvest Algoma/SSMIC Merger

1. Executive Summary

The Sault Ste. Marie Innovation Center commits to acquiring the assets, staffing, and operating mandate of the Harvest Algoma program from the United Way of Sault Ste. Marie, including purchasing the building, acquiring the remaining two full time staff members, assuming program delivery, operating responsibilities, and volunteer coordination.

The rationale for this acquisition is to complement and reinforce initiatives and activities to sustain the operations of Harvest Algoma. The Rural Agri-Innovation Network (RAIN) intends to expand, support, and reinforce their current food security programming, while leveraging its agricultural infrastructure to support and scale their goals and business development.

Background

Sault Ste. Marie Innovation Centre (SSMIC): Founded in 1999, SSMIC serves as an economic development catalyst specializing in information technology and knowledge-based sectors. Through expert guidance, partnerships, and community outreach, it offers business support services and funding opportunities, youth programs, and GIS solutions for the private and public sector. SSMIC houses five branches, including the Rural Agri-Innovation Network. The organization is funded by various government supports and earns revenues from certain operations. Annual revenues are more than \$5 million. The organization has consistently earned a small surplus even through the COVID experience.

Rural Agri-Innovation Network (RAIN): Established in 2013, in partnership with the NORDIK Institute (Algoma University), and the regional farming community, the RAIN works to build a resilient farm and food sector through innovative research and agri-food development projects that increase growth, production, and processing capacity for pan-northern farmers and food businesses. The RAIN's strategic plan aims to develop an agri-food hub that will serve as a platform to provide training and mentorship for agri-food entrepreneurs that want to start or expand businesses with new products. The agri-food hub enterprise would provide agri-food entrepreneurs with a licensed commercial kitchen, storage, and support to bring their products to market in their start-up phase. RAIN's plan also includes a goal to collaborate with Northern partners to develop and commercialize Agri-Tech in the horticulture sector. RAIN requires physical space to test, develop, and commercialize technologies to transform horticulture production.

Harvest Algoma: Established in 2018, Harvest Algoma operates under The United Way of Sault Ste. Marie. The organization features an 8000 sq ft warehouse, a 1000 sq ft commercial kitchen equipped with walk-in fridges and freezers, and two 3000 sq ft greenhouses. In partnership with food rescue initiatives like Second Harvest and local grocery stores, Harvest Algoma excels in excess food collection, preparation, and re-distribution. It provides significant quantities of nutritious food to over 70 local non-profit partner agencies annually, benefiting a wide range of community members. Harvest Algoma is instrumental in various programs and partnerships, including the Every Breakfast Counts Program (Appendix D), hot meal provision for local shelters, and support for the Sault College and Algoma

University Food Banks. It also works closely with the Grocer 4 Good Ability Development Program by providing fresh produce and baking. Future partnerships include food programming for the Community Resource Center, and Youth Wellness Hub. In addition to food distribution, Harvest Algoma actively engages in educational and community programs including support for The Sault College Employment and Life Skills Training Program, participation in United Way's Tampon Tuesdays, and collaborates with Clean North.

Challenges

Due to high overhead costs, underfunding, and limited organizational capacity to manage, sustain and expand Harvest's operations in the face of growing demand, The United Way of Sault Ste. Marie & Algoma District has declared that they are no longer in a financial position to continue to support it. They launched a community wide campaign to retain the right organization to acquire, anchor, and sustain it moving forward. The closure of Harvest Algoma would have a devastating impact on the community by significantly limiting our ability to reduce food insecurity and support vital food programming for our most vulnerable populations (See Appendix A). Harvest distributes thousands of pounds of food to numerous organizations and programs, and requires financial commitment from community partners, and business development support to create an operational plan and governance structure that can eventually sustain it as a standalone entity (See Appendix B).

As RAIN continues to advance their business development plans and collaborates with a growing network of farmers across the northern region, they need a suitable location equipped with the necessary agricultural and food processing infrastructure. This space is crucial to support their expanding entrepreneurial endeavors and their agricultural research initiatives. Over the past year, RAIN has been actively scouting various properties that are up for commercial sale. Their goal has been to pinpoint a location that can effectively accommodate the intricate demands of their work, which include horticulture and large-scale food production. Unfortunately, the challenge they've encountered revolves around a combination of factors. The availability of appropriate commercial spaces and land for agricultural development is notably limited. Coupled with this, the prevailing high interest rates and the inflation-induced impact on retrofitting projects have collectively resulted in a situation where acquiring suitable space has become financially unfeasible. Consequently, the progression of their entrepreneurial programs has hit a standstill.

The Opportunity

Given these circumstances, the merger of Harvest Algoma- an extensive facility including a spacious warehouse, a commercial kitchen, and expansive greenhouses - with RAIN and their ability to leverage their comprehensive agricultural knowledge and their commitment to providing focused mentorship and development assistance through SSMIC's Business Services division, will result in a cooperative alliance. The merger will result in a synergy that will foster community prosperity and innovation.

1. Operational Goals & Expected Outcomes

With the acquisition of the Harvest Algoma facilities and expert staff, partnership commitment and alignment with the business vision of the RAIN, we anticipate a mutually beneficial relationship leading to the following outcomes:

A: Space & Infrastructure for Entrepreneurial Growth & Agricultural Research

- **Business Development:** By sharing space, utilizing the existing infrastructure at Harvest Algoma, and conducting horticulture research to launch-and support-the expansion of 10 agri-food businesses, the collaboration will aid the development of a more robust and resilient local economy, generate new revenue streams for SSMIC, contribute to economic growth, and diversify the regions food products.
- **Job Creation and Retention:** With access to a commercial kitchen/incubator and space for large scale processing, we aim to create 12 new jobs which will contribute directly to the region's economic growth through the kitchen incubator. Additionally, it will help maintain 12 jobs, providing stability for families and individuals.
- **Product and Service Commercialization:** The successful commercialization and distribution of new products and services will showcase the region's innovative agri-food sector and enhance its reputation as a hub for agri-food entrepreneurship. This, in turn, will attract more entrepreneurs, investors, and partners to the region, further contributing to economic growth and development.
- **Research and Innovation:** The merger will create an innovative agri-food hub, which can intricately understand, research, and innovate every aspect of the food cycle with a uniquely northern perspective.

B: Business Development, Organizational Mentorship, and Sustainability for Harvest Algoma

- **Business Support Services SSMIC:** Utilizing SSMIC's business support experts, Harvest Algoma will have access to market research, data, and tech support for collection and tracking to inform its operational goals.
- **Governance and Board Development:** The Harvest acquisition and organization will fall under the governance of the SSMIC board of directors. An Advisory Committee will be struck by December 31, 2023, and they will assist in guiding and assessing the Harvest business model moving forward.
- **Funding Applications:** SSMIC and RAIN will include Harvest Algoma in their funding applications and fostering partnerships with community, federal and provincial stakeholders.

C: Sustainable Food Security Initiatives & Maintaining Community Supports

- **Building a Food Security System:** By centralizing Harvest Algoma as a primary food distribution center for community and northern food banks, we aim ensure no one in the community goes hungry.

- **Consistent Access to Nutritious Food:** By shifting from public off the shelf donations to provincial and local corporate food rescue programs (Second Harvest & Feed Ontario) we will create surpluses, mitigate scarcity, and the depletion of traditional food banks.
- **Emergency Food Preparedness:** By maintaining a food warehouse we will sustain emergency food availability, and a response and distribution plan in times of crisis (such as the Covid 19 pandemic and during the housing encampment crisis).
- **Professional Food preparation & Logistical support:** By sharing and maintaining commercial facilities and providing Red Seal chefs, we will store, process, and utilize food resources effectively and maximize yield.
- **Nutrition and Composition:** With access to Chefs and staff with culinary training, we will transform bulk ingredients into nutrient dense meals.
- **Continued Support for the Community:** Securing Harvests operations will ensure continuation of the Every Breakfast Counts Program, food provision for local shelters and the Community Resource Center, the Algoma University and Sault College Food Banks, and numerous social service agencies and their clients.

D: Community Partnerships, Educational & Training Opportunities

- **Partnerships & Programming:** Access to space and trained culinary professionals will ensure the continued operation of a variety of educational and training initiatives such as The Sault College Employment and Life Skills Training Program, Community Kitchens through Grocer 4 Good's Ability Development Program, Clean North, & Volunteers.
- **Culinary Training and Apprenticeship Programs:** Two Red Seal Chefs on-site can support students through the Ontario Youth Apprenticeship Program or Sault College Chef Training Program.
- **Placements and Internships:** The diversity of skills required to manage, operate and sustain Harvest Algoma and RAIN's initiatives will support numerous Algoma University and Sault College Student Placements, and internships.
- **Youth Supports and Services:** Partnerships with Algoma Family Services, Youth Wellness Hubs Ontario. Harvest will provide food, preparation facilities and employment training opportunities.
- **Community Space:** The center will act as a space where the community can learn about food security, agriculture, and product development but also hold events, fundraisers, volunteer and build relationships.

2. The Action Plan:

To bring this new organization into being (or facilitate a new business relationship) the following will take place once funding is secured from partners:

Short Term

1. Through a mortgage secured through the SSMDSSAB, the Sault Ste. Marie Innovation Centre will purchase the Harvest Algoma property and chattels (at 446 Second Line E. Sault Ste. Marie) from United Way of Sault Ste. Marie & Area.
2. The United Way will work to transition resources, leases, contracts, contractor agreements, and files over to the SSMIC as per their tri-party agreement with SSMDSSAB.
3. HVAC equipment upgrades on the existing food storage freezer and refrigerator.

Medium Term

For the first three years, we will prioritize the following objectives:

1. **Infrastructure Provision for Community Benefit:** We will fully utilize the warehouse and commercial kitchen to provide and maintain the essential infrastructure for community food stability. Beyond providing agencies and food banks with rescued food, we will continue to provide prepared meals for all existing programs and partners and develop a plan to meet increased demand. We will explore viable opportunities for service expansion and seek further partnerships to increase the amount of rescued food to be distributed. The Executive chef will begin a detailed food costing exercise, manage existing inventory, and create standard operating procedures for the facility.
2. **Establish an Agri-Food Incubator:** RAIN will establish an agri-food incubator to support local entrepreneurs in launching agri-food products (need indicated in 2019 Market Study <https://rainalgoma.ca/marketstudy/>) We will develop tailored support programs with mentorship, training, and entrepreneurial workshops in a collaborative environment. The Incubator will facilitate market testing, product development, and support entrepreneurs in creating go-to-market strategies. An assessment of the existing facilities will take place to determine their capacity for additional use.
3. **Develop Long-term Strategies for Harvest's Resilience:** We will develop and implement mechanisms for Harvest Algoma to generate ongoing funding and solidify organizational support, program creation, governance with community partners. With support from SSMIC's Business Services branch, this will include better management and tracking systems for food access and distribution to appropriately quantify community need. We will create an Advisory Committee of community partners (service agencies and funding partners) to provide guidance, planning, and recommendations. This committee will provide reports to the SSMIC Board of Directors to help alignment and decision making. An annual Audit and report will be prepared to understand the financial operations and need of Harvest Algoma as a separate program under SSMIC.
4. **Increase Experiential Learning Opportunities:** We will facilitate hands-on learning experiences with local Academic Institutions and Indigenous Community Organizations. Agri-food educational programming would cover hands-on learning from plant to plate with a focus on international crops & cuisine, new technologies, traditional foods, enhancing life skills, and food entrepreneurship. Learning initiatives will be developed and implemented in partnership with Academic Institutions and Indigenous Community Organizations. We will plan and build an accessible training classroom to provide a more inclusive learning environment. SSMIC will provide existing furniture from its previous incubator that ceased operations. The goal of programming will be to successfully transition youth into the workforce through partnerships with the private and public sector.
5. **Grow a Sustainable Social Enterprise:** The Enterprise would develop products and services that would diversify Harvest Algoma revenues. The enterprise would source ingredients from local farms and Harvest's gardens/greenhouses for multiple boutique products that are inspired by

Algoma's natural environment. The combined team would grow a Social Enterprise to lessen the financial burden of Harvest Algoma's operations so that contributions from its partners would be lessened after year 3.

4. Management, Performance & Risk

Management Team: Harvest Algoma will fall under the leadership of David Thompson, Director of the Rural Agri-Innovation Network (RAIN) with support from RAIN staff. Staffing will include one FTE Red Seal Chef. The SSM Innovation Centre will oversee the operation with Strategic Leadership, Finance & Administration, Marketing & Communications, Software Solutions, IT, Youth Engagement Programming, and Business Development Services for Incubator Clients & The Harvest Advisory Committee.

Performance targets:

- A. **Support Harvest Algoma's Operations**
 - *Target: Food warehouse and commercial kitchen fully operational for programming upon takeover Oct 23.*
- B. **Food Rescue and Distribution**
 - *Target: Rescue and distribute over 500,000 lbs of food annually – either through processed meals or through the food warehouse.*
- C. **Community Resilience**
 - *Target: Grow community support for Harvest Algoma through fundraising efforts to \$60,000 annually at the end of year 2.*
 - *Target: Establish Community Partners Committee for Harvest Algoma Food Rescue efforts to encourage greater awareness and participation by year 1. They will receive annual reports on Harvest Algoma's impact.*
- D. **Job Creation and Hands-on Learning**
 - *Target: Create 13 new jobs, maintain 12 jobs, and engage 150 youth in hands-on learning experiences by the end of the project.*
- E. **Sustainable Food Enterprise Development**
 - *Target: Enable 10 agri-food enterprises to do further product development by the end of year three.*
- F. **Social Enterprise Development**
 - *Target: Launch a minimum of 5 distinct food products within the first 18 months. Achieve distribution in 5 local retail outlets and online platforms. Attain a revenue milestone of \$50,000 by the end of the second year.*

5. Financial Projections

Appendix C provides a six-year financial model showing the planned evolution of Harvest toward being a self-sufficient entity. Appendix C also contains graphical representations of the model. It is apparent from the model that support will be required well into the future, but with the success of the Social Enterprise component, annual support will reduce over time. However, with any business venture market risk, performance and other factors can create improved or worsened performance. The track record of SSMIC over the past five years shows the organization can manage to be ahead of plan consistently.

The Social Enterprise component initially absorbs some of the operating overheads of the traditional Harvest Algoma activities. Over time it is anticipated that the synergy between Harvest Algoma and the Social Enterprise will lead to multiple revenue generating activities and contribution margin that will allow the overall entity to reduce its reliance on external funding supports.

De-risking this model requires assured funding support for a 3-year period to enable the social enterprise to gain traction and to allow the organization time to generate other sources of revenue through programs or improved sales.

The model lists assumed funding sources with amounts. These are required to be largely in place or committed for SSMIC to close this transaction. Confidence is high that this can be achieved.

This is the target financial model for the merged enterprise. As it is a long-term projection there is material risk on variances which could increase the reliance on funding supports even in the long term. It must be noted that SSMIC sees this as an opportunity to build a sustainable structure for the social support services provided by Harvest. After the 3- year initial period, SSMIC retains the right to review its role within this program if financial support or performance does not meet or exceed the provided model. But in doing so will engage all community stakeholders in advance of any major change.

6. Risk Mitigation

To ensure the successful implementation of the business plan, we have secured financial commitments and agreements from key stakeholders to provide stability and support through a three-year transition period. Through the business planning process, we have also identified several potential limitations and risk mitigation strategies, as outlined below. As Harvest Algoma develops its social enterprise and fundraising capacity, financial contributions may still be needed to maintain the vital community services that it provides. However, such contributions will shrink as Harvest diversifies its revenues and shares costs with its social enterprise. Each year we will share audited financial statements along with an annual progress report for community partners. The attached financial forecasts include confirmed funding and additional funding required to ensure the merger's success. The limitations of the project encompass financial, operational, regulatory, and strategic challenges. These constraints could hinder the project's ability to realize its objectives and we have considered them in the planning stage for implementation to allow for proactive management, risk mitigation, and strategic alignment with both short-term and long-term goals. Ensuring robust support mechanisms, community engagement, regulatory compliance, and effective measurement can guide the project towards success while navigating these potential challenges.

Overview of Limitations and Mitigation Strategies

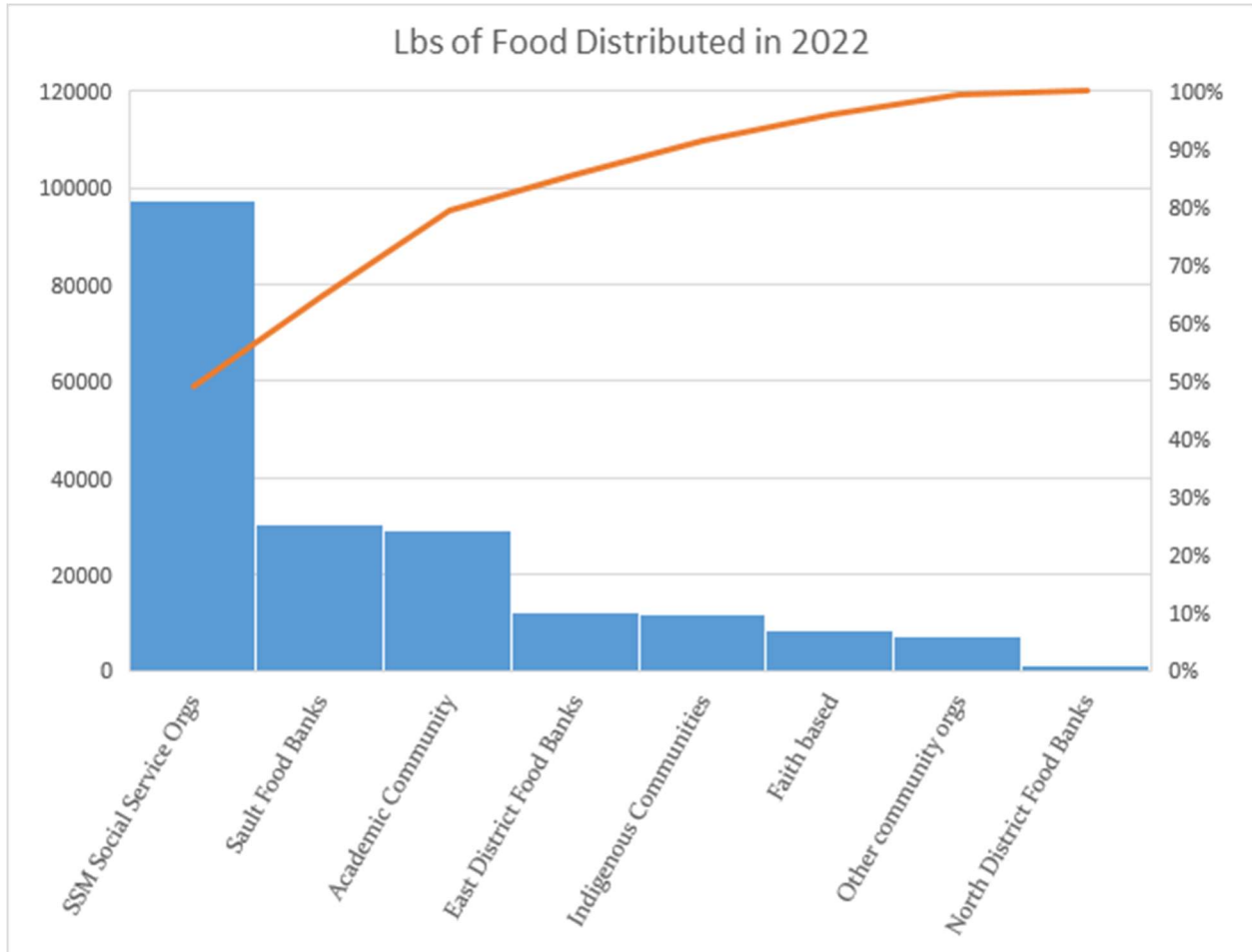
1. Funding Challenges

- After the initial 3-year period, sustained financial support may be challenging to secure. The dependence on community partners and donors could create uncertainty and affect long-term planning.
- Community fundraising and social enterprise development will be a critical source of future revenues. SSMIC will ensure that fundraising and social enterprise targets are met by investing in its internal human resources.

2. Infrastructure Constraints

- Limited facilities for storage, processing, and distribution may hinder scalability of the social enterprise. Requirements for specialized equipment or upgrades may demand significant future capital investment.
 - Additional funding from government will be sought for capital.
3. **Human Resource Limitations**
 - Our team will depend on skilled chefs and staff to understand food logistics and preparation. Volunteer attrition or staffing challenges could affect operational efficiency.
 - SSMIC has already hired Executive Chef Jane McGoldrick, to lead the social enterprise development. Volunteers have remained committed to Harvest Algoma through this challenging transition.
 4. **Regulatory and Compliance Issues**
 - Ensuring compliance with food safety, health regulations, and other legal obligations may be complex and costly. Potential resistance or regulatory barriers for new initiatives like social enterprises.
 - RAIN has guided many food entrepreneurs through regulatory compliance through its programming. It has several training resources and contacts within the industry to guide in the development of the social enterprise.
 5. **Community Perception and Engagement**
 - Misunderstanding of Harvest Algoma's core functions might affect community support and engagement with the new RAIN partnership.
 - Community partners to date have demonstrated their strong support of Harvest Algoma. RAIN will provide regular updates to a committee of community partners through an Annual Report with Financial Statements to demonstrate Harvest's maintained core functions to the community.
 6. **Supply Chain Vulnerabilities**
 - Dependence on private sector food surplus may lead to inconsistency in supply. Vulnerability to external economic factors can impact both supply and demand.
 - There will be regular correspondence with Second Harvest, local retailers, and community partners to maintain good relationships to continue food rescue efforts.
 7. **Measurement and Evaluation Challenges**
 - Difficulties in setting clear targets and metrics for complex social objectives. Challenges in quantifying and communicating the ripple effect on the community.
 - We will seek assistance from NORDIK Institute to properly evaluate the impact of Harvest Algoma in the community with assistance from CESD students. A third-party evaluation will help Harvest Algoma seek further support for its efforts.
 8. **Potential Missed Opportunities**
 - Limited capacity may lead to missed opportunities for future partnerships and community programming. Lack of alignment with other regional partners and initiatives could hinder synergistic collaboration.
 - SSMIC's Marketing & Communications and Business Services divisions will fully support the Harvest Algoma team to employ strategies around fundraising and social enterprise development to ensure success.

Appendix A



Appendix B

Harvest Algoma is a crucial service provider that distributes thousands of pounds of food to numerous organizations and programs (Appendix A). Changes in our social and economic landscape foreshadow a food security crisis, with dependence on food banks exaggerated by two important factors.

First, the City's most recent housing needs assessment predicts over 8,400 new residents by 2034, driven by “boosts in migrants, international immigrants, and non-permanent residents.”¹ The expansion of the RNIP Program², and increased international student enrollment are contributing factors³. Since February of 2023, international students have put increased demand on food banks. The Sault College Food Bank coordinator states “the majority of our clients are international,” and while “we do have domestic students as well, over 90 per cent are international who access the food bank.”⁴ Their Food Bank has relied “heavily on its partnership with United Way and Harvest Algoma, who provide her team with packaged goods, fresh vegetables, soup and bread.”⁵ The numbers outlined in appendix A support this trend, listing post-secondary institutions among the top 3 users of Harvest Algoma resources. As the development of affordable housing struggles to catch up to and mitigate the current cost of living⁶, the demand on resources like Harvest and other community food banks will continue to surge. If the city and educational institutions intend to address unique economic and demographic challenges by employing immigration to generate revenue and fill critical labor market shortages, we have an obligation to provide support for such communities to thrive and maintain their wellbeing. We know they have heavily relied on Harvest Algoma’s support in the past and will continue to do so.⁷

Secondly, increased demand,⁸ inflation's impact on household budgets,⁹ and shrinking community donations of off-the-shelf food and personal items has depleted many food banks, necessitated the rescue and processing large-scale corporate food donations.¹⁰ Most local organizations may take advantage of programs such as Second Harvest, but lack facilities to store, process, and distribute food effectively. Importantly, the soup kitchen states, it is not individual consumption that depletes the shelves, but “the number of agencies that are coming for food for their clients continues to skyrocket while our donations coming in cannot keep pace.”¹¹ With the stoppage of rescue trucks and Harvest Algoma’s resources depleted, agencies that rely on their services must look elsewhere.

¹ <https://www.sootoday.com/local-news/sault-desperate-for-housing-as-population-booms-city-report-7377776>

² <https://www.canada.ca/en/immigration-refugees-citizenship/news/2022/08/expanding-the-benefits-of-immigration-in-rural-and-northern-communities.html>

³ <https://northernontario.ctvnews.ca/algoma-university-sees-steady-rise-in-enrolment-1.6287334>

⁴ <https://www.sootoday.com/local-news/demand-rising-shelves-emptying-at-sault-college-food-bank-6578265>

⁵ Ibid.,

⁶ https://www.sootoday.com/ontario-news/colleges-universities-have-role-to-play-in-solutions-to-housing-crisis-report-7418657?utm_source=Email_Share&utm_medium=Email_Share&utm_campaign=Email_Share

⁷ <https://www.saultcollege.ca/news-releases/covid19/sault-college-continues-support-its-students-through-covid-19>

⁸ <https://www.facebook.com/StVincentPlace/posts/pfbid0sHSb8XgPwDUSoqeI8dzANhyo6CNkt19jedZf2hUpX4QR4MkgQE231VgQCDUki8i4I> - St. Vincent Place saw a 25% Increase in use from last year

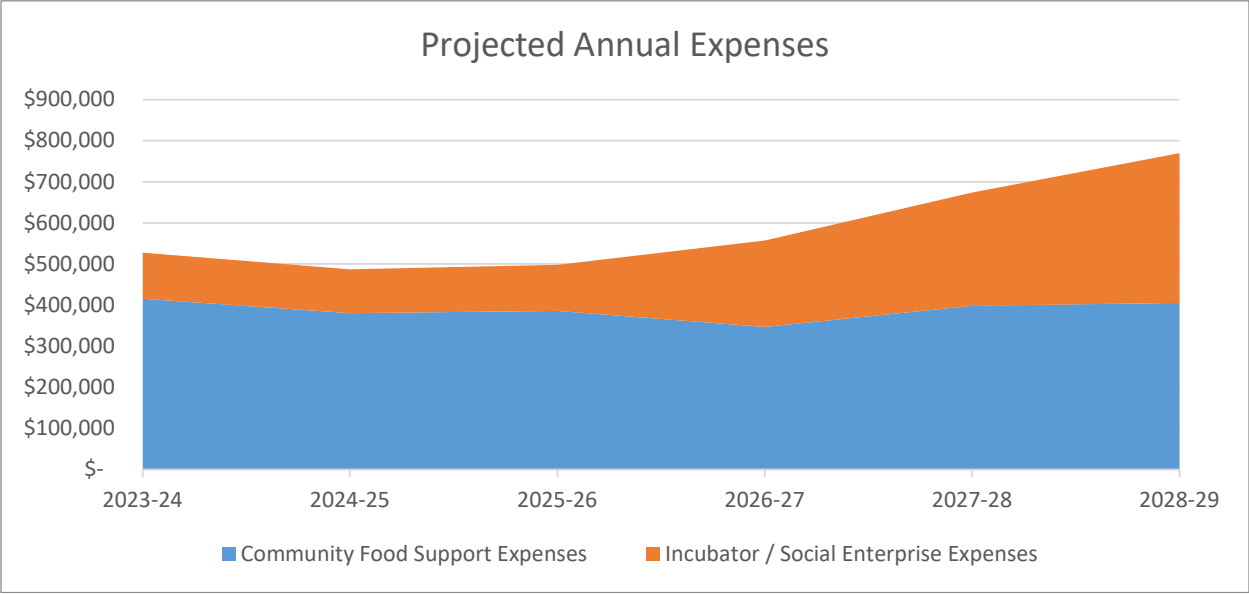
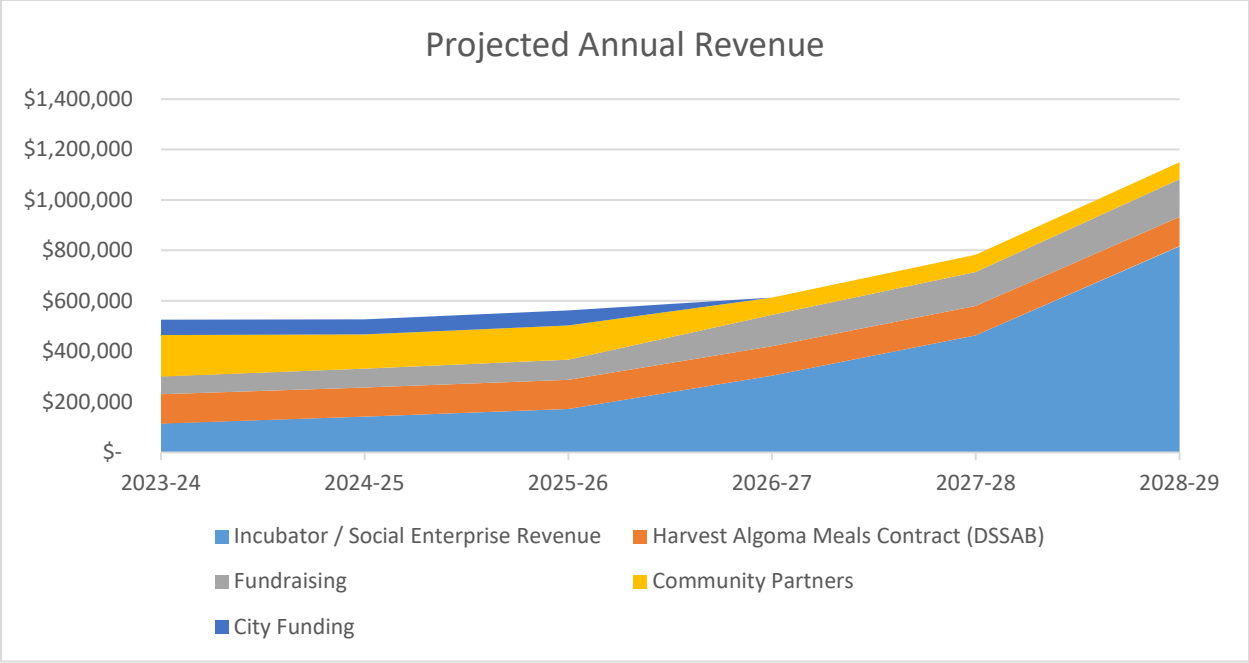
⁹ https://www.facebook.com/permalink.php?story_fbid=pfbid02XLFTqcHVvjS2Uwnk6rwAgyYegHLURyn1qnnX7p9SYTxUY9hknCLNVu7M4ttEoMJI&id=100064875093175 – May 2023 109 new households served food hampers at Salvation Army

¹⁰ <https://www.facebook.com/SoupKitchenCommunitycentre/> - Soup Kitchen pantry is depleted

¹¹ Ibid.

Appendix C

Harvest - Financial Projections	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Revenue Summary	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Social Enterprise (RAIN)	\$ 35,000	\$ 61,500	\$ 109,500	\$ 261,400	\$ 463,680	\$ 816,416
Government Funding (RAIN)	\$ 79,500	\$ 79,500	\$ 62,000	\$ 42,500		
Incubator / Social Enterprise Revenue	\$ 114,500	\$ 141,000	\$ 171,500	\$ 303,900	\$ 463,680	\$ 816,416
Harvest Algoma Meals Contract (DSSAB)	\$ 116,000	\$ 116,000	\$ 116,000	\$ 116,000	\$ 116,000	\$ 116,000
Fundraising	\$ 70,000	\$ 75,000	\$ 80,000	\$ 125,000	\$ 135,000	\$ 150,000
Community Partners	\$ 165,000	\$ 135,000	\$ 135,000	\$ 67,500	\$ 67,500	\$ 67,500
City Funding	\$ 60,000	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -
Community Food Support Revenues	\$ 411,000	\$ 386,000	\$ 391,000	\$ 308,500	\$ 318,500	\$ 333,500
Total	\$ 525,500	\$ 527,000	\$ 562,500	\$ 612,400	\$ 782,180	\$ 1,149,916
RAIN/SSMIC Cost of Goods Sold	\$ 7,500	\$ 13,500	\$ 25,000	\$ 62,500	\$ 112,500	\$ 200,000
Gross Margin	\$ 518,000	\$ 513,500	\$ 537,500	\$ 549,900	\$ 669,680	\$ 949,916
Expense Summary	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Admin/IT Costs	\$ 7,500	\$ 7,500	\$ 7,500	\$ 5,000	\$ 5,000	\$ 5,000
Meal & Distribution costs	\$ 82,303	\$ 72,303	\$ 73,749	\$ 75,224	\$ 76,729	\$ 78,263
Harvest Marketing/Events/Fundraising Costs	\$ 5,000	\$ 5,500	\$ 6,050	\$ 6,655	\$ 7,321	\$ 8,053
Wage/Benefits	\$ 165,750	\$ 169,065	\$ 172,446	\$ 175,895	\$ 224,413	\$ 228,901
Building/Vehicle Services, Utilities	\$ 63,273	\$ 63,273	\$ 63,273	\$ 42,182	\$ 42,182	\$ 42,182
Mortgage/Taxes/Lease/Build Insurance	\$ 51,645	\$ 51,645	\$ 51,645	\$ 34,430	\$ 34,774	\$ 35,122
Maintenance & Repairs	\$ 40,054	\$ 11,250	\$ 11,250	\$ 7,500	\$ 7,500	\$ 7,500
Community Food Support Expenses	\$ 415,525	\$ 380,536	\$ 385,914	\$ 346,886	\$ 397,919	\$ 405,021
Product Expenses (Marketing, Distribution)	\$ 3,000	\$ 5,400	\$ 10,000	\$ 62,500	\$ 112,500	\$ 200,000
Admin/IT Costs	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000
Wage/Benefits	\$ 55,250	\$ 56,355	\$ 57,482	\$ 58,632	\$ 74,804	\$ 76,300
Building/Vehicle Services, Utilities	\$ 21,091	\$ 21,091	\$ 21,091	\$ 42,182	\$ 42,182	\$ 42,182
Mortgage/Taxes/Lease/Build Insurance	\$ 17,215	\$ 17,215	\$ 17,215	\$ 34,430	\$ 34,430	\$ 34,430
Maintenance & Repairs	\$ 13,351	\$ 3,750	\$ 3,750	\$ 7,500	\$ 7,500	\$ 7,500
Incubator / Social Enterprise Expenses	\$ 112,407	\$ 106,311	\$ 112,038	\$ 210,244	\$ 276,416	\$ 365,412
Total	\$ 527,932	\$ 486,847	\$ 497,952	\$ 557,130	\$ 674,335	\$ 770,434
Net Surplus / Deficit	-\$ 9,932	\$ 26,653	\$ 39,548	-\$ 7,230	-\$ 4,655	\$ 179,482
Contingencies						
Reserves for capital expenditures		\$ 25,000	\$ 25,000			\$ 25,000
Net after reserves		\$ 1,653	\$ 14,548			\$ 154,482



Appendix D

Every Breakfast Counts Program Report

Overview:

The "Every Breakfast Counts" (EBC) program is an 8-week summer initiative designed to supplement ADSB school lunches provided by the Algoma Family Services Student Nutrition Program during the school year. It is financially supported by community fundraising, and numerous social service organizations volunteer their time to pack and distribute meals.

Logistics:

Commercial Kitchen: Due to Public Health Regulations, all food for the program must be prepared and stored in kitchens that are inspected and approved by Algoma Public Health. Additionally, Harvest's commercial facilities are necessary to adequately store and prep the large quantities of product.

Volunteers: Each day, the program relies on a dedicated team of 5 organizational volunteers, and a 3 hour time commitment to prepare and distribute the lunches. Additionally, 4-5 drivers are required to drop off the lunch bags, contributing 1 hour each to transportation.

Harvest Algoma Staff: Each day, sandwiches, cookies, and other fresh foods must be prepared by Harvest's head cook and volunteers since safe food handling certification is required by Algoma Public Health.

Delivery: Lunches are delivered to 10 different locations across the city from Monday to Friday.

Meal Contents: Each lunch package consists of a sandwich, cookie, fresh fruit, and vegetables. Due to budget constraints and space limitations, milk or beverages are not included in the lunch packages.

2023 Financials:

Total Expenses: The program's total expenses for 2023 amounted to \$26,335.69, which includes the cost of pre-made sandwich trays for week one while Harvest facilities were unavailable. The pre-made trays for one week cost \$3,525.

Rent: To secure the use of Harvest Algoma's facilities, an additional cost of \$4,000, incurred by the Sault Ste. Marie Innovation Center, was paid to The United Way for rental fees. This cost has not been included in the total expenses.

Total Lunches Delivered: Over the 8 week program, a total of 7,700 lunches were delivered

Impact: The EBC program makes a significant contribution to food insecurity in the community. By delivering lunches to children in need, the program provides daily access to nutritious food that otherwise may not be available outside of school hours. Many families depend on the student nutrition program, and the Every Breakfast Counts Program ensures that no child goes hungry.

Conclusion: The Every Breakfast Counts program delivered a substantial number of lunches to children in various locations across the city. The commitment of volunteers and drivers, and the inclusion of essential and nutritious food items in the lunch packages, contributed to the program's overall success. Moving forward, ensuring the program has a permanent home at Harvest Algoma, dedicated planning, continued efforts to optimize costs, expand reach, and enhance the variety of meal offerings, will amplify the positive impact of the program and ensure its sustainability.

Appendix E - Sault Ste. Marie Innovation Centre Board of Directors

Stephanie Bifano, Director Vice-Chair (Executive) (Public Sector)	Dr. Michael Biocchi, Director Secretary-Treasurer (Executive) (Public Citizen)	Theresa Cassan, Director Chair (Executive) (Public Citizen)
Wendy Hansson, Director	Tim Harmar, Director	Lori Naccarato, Director
Josh Porco, Director	Sue Roger, Director	Tom Vair, Director
Matthew Shoemaker, Non-voting Ex-officio Mayor, City of Sault Ste. Marie (Public Sector)	Stephan Kinach, Non-voting Ex-officio Councillor, City of Sault Ste. Marie (Public Sector)	

Sault Ste. Marie Innovation Centre Statement of Financial Position

December 31 **2022** 2021

Assets

Current

Cash	\$ 977,245	\$ 1,258,789
Accounts receivable	1,026,486	879,905
Prepaid expenses	63,111	55,379

	2,066,842	2,194,073
--	-----------	-----------

Investment (Note 2)	5,000	5,000
---------------------	-------	-------

Capital assets (Note 3)	127,368	176,298
-------------------------	---------	---------

Intangible assets (Note 4)	10,313	-
----------------------------	--------	---

	\$ 2,209,523	\$ 2,375,371
--	--------------	--------------

Liabilities and Net Assets

Current

Accounts payable and accrued liabilities (Note 5)	\$ 170,194	\$ 205,159
Unearned revenue	426,077	664,966
Current portion of capital leases (Note 6)	23,145	25,356

	619,416	895,481
--	---------	---------

Obligations under capital lease (Note 6)	32,008	55,153
--	--------	--------

	651,424	950,634
--	---------	---------

Net assets

Contributed surplus	5,000	5,000
Net assets	1,553,099	1,419,737

	1,558,099	1,424,737
--	-----------	-----------

	\$ 2,209,523	\$ 2,375,371
--	--------------	--------------

On behalf of the Board:

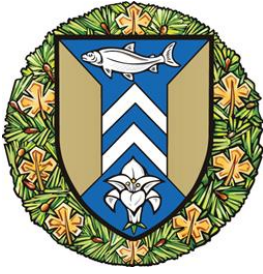
Theresa Cassan Board Chair

 Secretary/Treasurer

Sault Ste. Marie Innovation Centre Statement of Operations and Net Assets

For the year ended December 31	2022	2021
Revenue		
ACORN	\$ 2,501,938	\$ 2,408,447
Grants and contributions		
City of Sault Ste. Marie	278,140	277,890
Canada Summer Jobs	17,974	-
HDRC	-	26,534
Industry Canada - FedNor	1,347,939	1,837,095
Northern Ontario Heritage Fund Corporation (NOHFC)	321,253	86,338
MaRS	-	30,951
Ministry of Research, Innovation and Science	-	97,025
MEDJCT - Core	191,100	143,325
MEDJCT - BAP	125,738	94,304
Other Provincial Funding	205,926	-
Program and services	185,073	757,789
Miscellaneous	115,968	56,024
	<u>5,291,049</u>	<u>5,815,722</u>
Expenses		
Administration	149,982	85,513
Amortization	67,513	57,273
Computer and software	287,618	235,610
Program delivery expenses	1,276,102	2,121,702
Rent	88,945	88,373
Wages and benefits	3,287,527	3,085,523
	<u>5,157,687</u>	<u>5,673,994</u>
Excess of revenue over expenses	133,362	141,728
Net assets, beginning of year	<u>1,419,737</u>	<u>1,278,009</u>
Net assets, end of year	<u>\$ 1,553,099</u>	<u>\$ 1,419,737</u>

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



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rick Van Staveren, Director, Economic Development
DEPARTMENT: Community Development and Enterprise Services
RE: Wood Park Court Environmental Assessment

Purpose

The purpose of this report is to seek Council approval for the funding of an Environmental Assessment and survey at Wood Park Court Industrial Park. To allow for future sales and growth the Industrial Park the Wood Park Court roadway needs to be extended through the approximate centre of the property.

Background

The Wood Park Industrial Park consists of approximately 60 acres of developable land. The property is bordered by Leighs Bay Road on the west which is a non-serviced gravel road, and Wood Park Court located near the centre of the property which is a 175 metre paved access road that is serviced. To maximize the number of saleable acres, Wood Park Court will need to be extended approximately 400 metres south. Prior to the extension of the road and services an Environmental Assessment and survey is required on the property.

Analysis

The attached map (Attachment A) highlights where the proposed road would be built. The lots illustrated may vary in actual size, but the map is provided to visually highlight the need for the road to allow for a logical subdivision of the property. The road will also provide the necessary services for the available lots. If Leighs Bay Road was used as the access road all lots would have to run from the East to the West boundary, which is approximately 470 metres, creating extremely long and narrow plots. The Environmental Assessment can take anywhere from 6 months to one year to complete.

Once completed the road will provide access to the entire 60 acres which currently are being sold for \$50,000 per acre which, in total, values the property at \$3,000,000. In addition to the ability to sell the individual properties that will now be accessible via the extension, additional tax revenue, jobs and contribution to the City Gross Domestic Product (GDP) will be generated through the development of said properties.

City staff has interest from proponents on the Wood Park Court property currently and, with the recent sales of land on Yates Avenue, additional industrial land is required to continue business growth and expansion.

Financial Implications

The cost of an Environmental Assessment is \$75,000. The cost of the survey is \$20,000. It is recommended the funding of the EA be sourced from the Industrial Property Reserve which has sufficient funds to cover this cost.

In 2023 the City has closed 10 acres in the Yates Industrial Park and generated \$500,000 less \$25,000 in commission. Pending sales at Yates Avenue include the Public Utilities Commission (PUC) for \$1,052,000 and Great Lakes Fishery Commission (GLFC) for \$334,500 for a total of \$1,386,500 less \$69,325 in commission. Net funds generated through land sales including the pending sales will total \$1,792,265 less any survey costs. Upon completion of the PUC sale and the GLFC sale, Yates Avenue will have less than 4 acres available for sale.

A 2024 Capital Budget request has been submitted for the development project.

Strategic Plan / Policy Impact / Climate Impact

Supports our Community Development platform of Maximizing Economic Development and Community Investment.

Recommendation

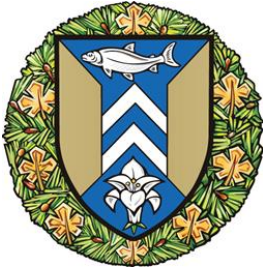
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Wood Park Court Environmental Assessment be received and that staff be directed to initiate the Environmental Assessment to facilitate the development of Industrial land at the Wood Park Court location at the cost of \$75,000 and survey at the cost of \$20,000 is funded through the Industrial Property Reserve.

Respectfully submitted,

Rick Van Staveren
Director, Economic
Development
705-759-5428





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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rick Van Staveren, Director, Economic Development
DEPARTMENT: Community Development and Enterprise Services
RE: Wood Park Court Environmental Assessment

Purpose

The purpose of this report is to seek Council approval for the funding of an Environmental Assessment and survey at Wood Park Court Industrial Park. To allow for future sales and growth the Industrial Park the Wood Park Court roadway needs to be extended through the approximate centre of the property.

Background

The Wood Park Industrial Park consists of approximately 60 acres of developable land. The property is bordered by Leighs Bay Road on the west which is a non-serviced gravel road, and Wood Park Court located near the centre of the property which is a 175 metre paved access road that is serviced. To maximize the number of saleable acres, Wood Park Court will need to be extended approximately 400 metres south. Prior to the extension of the road and services an Environmental Assessment and survey is required on the property.

Analysis

The attached map (Attachment A) highlights where the proposed road would be built. The lots illustrated may vary in actual size, but the map is provided to visually highlight the need for the road to allow for a logical subdivision of the property. The road will also provide the necessary services for the available lots. If Leighs Bay Road was used as the access road all lots would have to run from the East to the West boundary, which is approximately 470 metres, creating extremely long and narrow plots. The Environmental Assessment can take anywhere from 6 months to one year to complete.

Once completed the road will provide access to the entire 60 acres which currently are being sold for \$50,000 per acre which, in total, values the property at \$3,000,000. In addition to the ability to sell the individual properties that will now be accessible via the extension, additional tax revenue, jobs and contribution to the City Gross Domestic Product (GDP) will be generated through the development of said properties.

City staff has interest from proponents on the Wood Park Court property currently and, with the recent sales of land on Yates Avenue, additional industrial land is required to continue business growth and expansion.

Financial Implications

The cost of an Environmental Assessment is \$75,000. The cost of the survey is \$20,000. It is recommended the funding of the EA be sourced from the Industrial Property Reserve which has sufficient funds to cover this cost.

In 2023 the City has closed 10 acres in the Yates Industrial Park and generated \$500,000 less \$25,000 in commission. Pending sales at Yates Avenue include the ~~Public Utilities Commission (PUC)~~ *PUC (Transmission) LP* for \$1,052,000 and Great Lakes Fishery Commission (GLFC) for \$334,500 for a total of \$1,386,500 less \$69,325 in commission. Net funds generated through land sales including the pending sales will total \$1,792,265 less any survey costs. Upon completion of the *PUC (Transmission) LP* sale and the GLFC sale, Yates Avenue will have less than 4 acres available for sale.

A 2024 Capital Budget request has been submitted for the development project.

Strategic Plan / Policy Impact / Climate Impact

Supports our Community Development platform of Maximizing Economic Development and Community Investment.

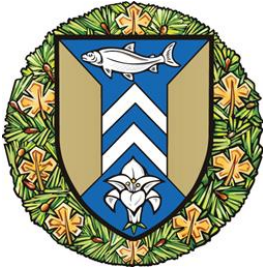
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated September 18, 2023 concerning Wood Park Court Environmental Assessment be received and that staff be directed to initiate the Environmental Assessment to facilitate the development of Industrial land at the Wood Park Court location at the cost of \$75,000 and survey at the cost of \$20,000 is funded through the Industrial Property Reserve.

Respectfully submitted,

Rick Van Staveren
Director, Economic
Development
705-759-5428



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director, Economic Development and
Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Yates Avenue – Great Lakes Fishery Commission

Purpose

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale executed between the City and the Great Lakes Fishery Commission for the sale of a portion of Yates Avenue.

Background

Yates Avenue was developed for an industrial park (with the support of NOHFC) and is being marketed to assist with business growth and attraction through an agreement with Century 21 (procured through a tender process).

The Great Lakes Fishery Commission is a bi-national commission made up of representatives of the United States and Canada and is located at 2100 Commonwealth Boulevard, Ann Arbor, Michigan. It was formed by the Convention on Great Lakes Fisheries, concluded in 1954 and ratified in 1955. It has eight members: four members are appointed by the President of the United States, serving six-year terms, and four are appointed by the Privy Council of Canada. The commission is charged, under Article Four of the Convention on Great Lakes Fisheries, with conducting research and making recommendations on the management of Great Lakes fisheries, as well attempting the eradication of the sea lamprey from the Great Lakes.

The Great Lakes Fishery Commission is proposing to purchase land being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel shown in Schedule “A” to this Report. The Great Lakes Fishery Commission plans to construct a 20,000 sq. foot facility on the combined land parcels to accommodate 50-75 staff.

Analysis

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority (“SSMRCA”) for comment (Attachment B – Comments from Circulation Yates Avenue Sale).

Staff are supportive of selling the 6.69-acre combined parcel of land to the Great Lakes Fishery Commission. The Commission will generate between 50 and 75 new skilled positions.

Pursuant to Council direction given in the Closed Session held August 28, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel signed an Agreement of Purchase and Sale, conditional upon Council Approval by the 19th day of September, 2023. Council Approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to the Great Lakes Fishery Commission. The Great Lakes Fishery Commission also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

The Agreement of Purchase and Sale contains the following conditions:

- That the Buyer shall undertake to construct a building of a minimum of 2,000 square feet within three (3) years of purchase. The Buyer here requested a “force majeure” clause be added so that if there were circumstances beyond the Buyer’s control that caused the delay, the time to build would be extended by the duration of the event of force majeure. This request is satisfactory and the condition contains same as it would be applicable/recommended in all instances. If the Purchaser fails to construct a building within that time frame, the City may take back the property;
- That the Subject Property is to be sold “as is, where is”
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters;
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located East of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Buyer obtain at its sole cost and expense, a Phase I Environmental Assessment for the Property which is satisfactory to the Buyer;
- That the Buyer obtain, at its sole cost and expense, a soils testing report/assessment relating to the Property, relating to the suitability of same

for the construction and subsequent use of the facility intended by the Buyer (the “Facility”) on the Property, which is satisfactory to the Buyer;

- That the Committee of the Adjustment of the Seller grant and Minor Variance Order from the applicable provision of the Seller’s Zoning By-Law relating to the Property {the applicable designation for the Property under the Seller’s Zoning By-Law being “Heavy Industrial (M3)”}, so as to allow the Seller’s construction of the Facility and the Seller’s resulting intended use of the Property to take place. To this end, the Buyer hereby acknowledges that the Seller made no representations as to the likely outcome of a Minor Variance Application and the Buyer shall be solely responsible to satisfy and conduct any and all matters related to the Application.
- That the Buyer conduct a review of title to the Property and be satisfied with same.
- That the Seller provide the Buyer and the Buyer’s employees, consultants, and/or contractors for the purpose of conducting any required “on-site” work relating to these conditions. The Buyer shall ensure that its employees, consultants and/or contractors are all approved contractors under the City’s Contractor Prequalification Program before attending at the property.

Once all conditions are satisfied, the City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes.

Financial Implications

The financial implications of the sale is based upon our current price per acre as approved by Council of \$50,000/acre. The Agreement of Purchase and Sale sets out a purchase price of \$334,500 for the 6.69 combined acre lot (6.69 x \$50,000 per acre).

The City is also responsible to pay the costs of the reference plan to define the lands to be sold to the Great Lakes Fishery Commission which will be approximately \$5,000. The reference plan will be ordered once the Great Lakes Fishery Commission waives the financing and environmental assessment conditions.

The net proceeds after commission of \$16,725 and the reference plan costs are deducted are \$312,775.

Strategic Plan / Policy Impact / Climate Impact

Supports our Community Development platform of Maximizing Economic Development and Community Investment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – Great Lakes Fishery Commission be receive and that that the City owned property described as being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel shown in Schedule “A” to this Report be declared surplus to the City’s needs and the disposition of the said property in accordance with the City’s policy for the disposition of land to the Great Lakes Fishery Commission for the amount of \$334,500 be approved.

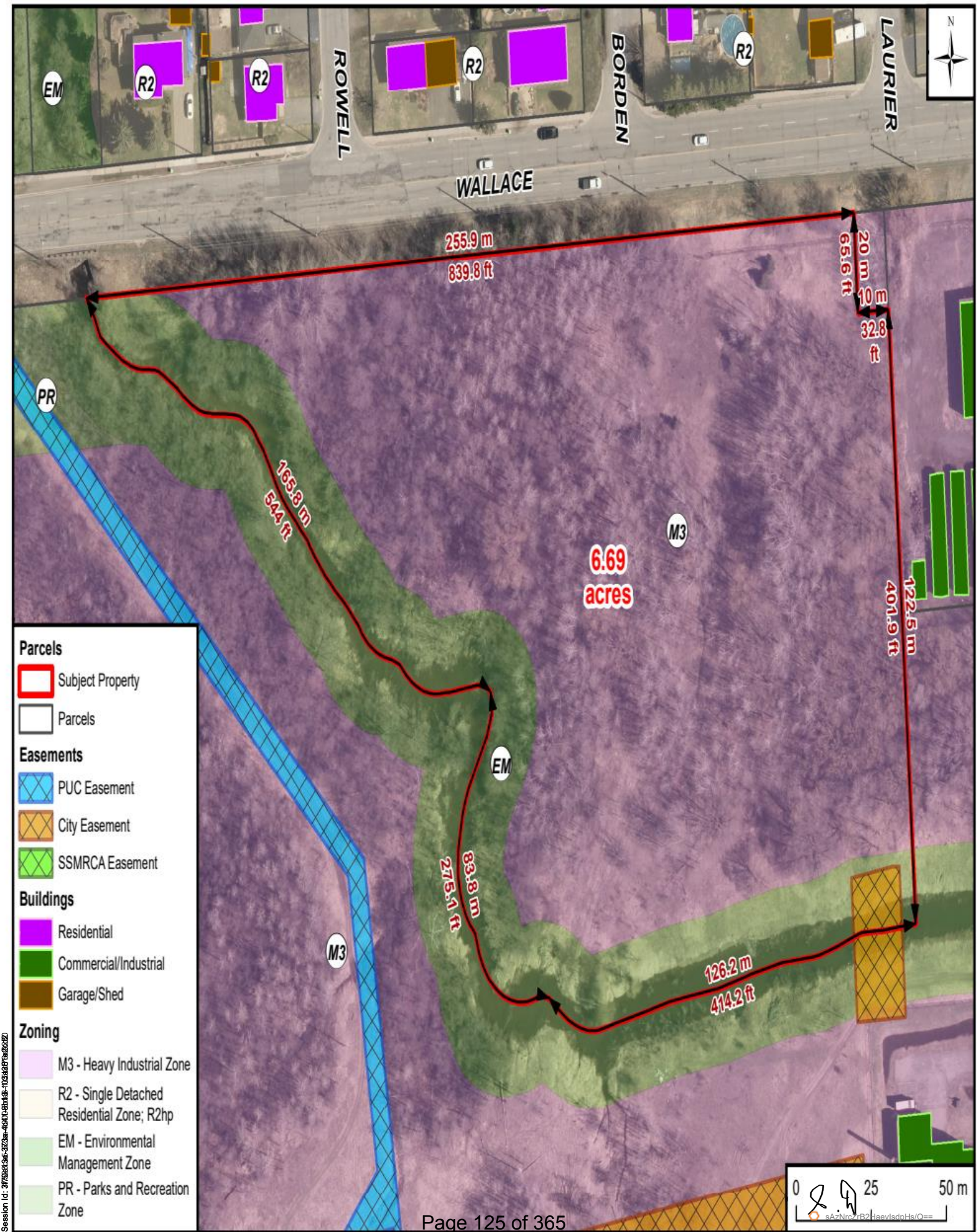
Further, that the costs for the survey to be completed by the City once the Buyer waives all conditions in the Agreement of Purchaser and Sale.

The relevant By-law 2023-158 is listed under Agenda item 12 and will be read with all by-laws under that item.

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

and

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel
705-759-5403
m.borowiczsibenik@cityssm.on.ca



SCHEDULE “B”
SUMMARY OF RESPONSES RECEIVED FROM DEPARTMENTS ON
CIRCULATION OF PROPERTY SALE

Public Works

- Public Works supports the sale of this property

Engineering

- The ownership of the Davignon Creek should be confirmed with the Conservation Authority.
- All existing environmental studies should be considered if applicable to this area.

Planning

- No issues from Planning.
- I should note that the intended use of the property requires a minor variance approval. I have communicated this to Counsel for the potential purchaser.

Building

- Zoned M3 (Heavy industrial Zone) (City GIS Mapping).
- In addition to the permitted uses in the M3 Zone, permitted uses in M2 Zone are also allowed.
- Designated under Development Control (City GIS mapping). This matter must be finalized in co-operation with the City Planning Division and the Engineering Division before a building permit can be issued.
- From City GIS Mapping:
 - The parcel is identified as Brownfield Sites. In the past, the previous CBO had designated all commercial properties as Brownfield sites, even though there had been no development based on air photos nor any evidence in the building file. Based on that information, the current CBO, Freddie Pozzebon is satisfied in saying this is not a Brownfield site.
 - The parcel is not serviced.
 - There are overhead powerlines along the south side of Wallace Terrace.
 - Curb cuts may be required depending on entrance locations to the property from Wallace Terrace. There is an existing curbcut east of Borden Avenue.
 - Abuts Environmental Management Zone (EM).
 - Any new buildings constructed will be subject to the regulations of the M3 zone.

CDES

- No comments or concerns

DSSMSSAB

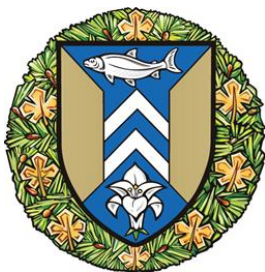
- No concerns

Sault Ste. Marie Region Conservation Authority

The subject property, as described in the circulation, is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The noted western/southern boundary of this proposed lot is within the EM Zone and is the natural creek bed of Bennett Creek. The flood plain of this section of the Bennett Creek was delineated by the Dillion Report in 1977.

Any development on this proposed lot will require a SSMRCA site plan review and may require a permit from SSMRCA.



The Corporation of the City of Sault Ste. Marie

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director, Economic Development and Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Yates Avenue – Great Lakes Fishery Commission Addendum

PURPOSE

The purpose of this report is to provide further information related to the conditional sale of 6.69 acres to the Great Lakes Fishery Commission.

BACKGROUND

The Great Lakes Fishery Commission is proposing to purchase a 6.49 acre parcel of land on Yates Avenue. Further information has been provided to clarify the current plans for this project. The Great Lakes Fishery Commission intends to construct a warehouse facility (20,000 sq ft) to support existing operations in Sault Ste Marie. No office buildings are proposed to be built at this point.

ANALYSIS

The warehouse building will support existing Fisheries and Oceans Canada (DFO) staff currently working in Sault Ste. Marie. DFO staff are contracted by the Great Lakes Commission to carry out sea lamprey control on behalf of the Great Lakes Fishery Commission. DFO staffing level vary seasonally, but the proposed storage building will support anywhere from 50-75 existing staff. No new staff will be added at this point.

Staff continue to be supportive of this project and recommend that the sale of land to the Great Lakes Fishery commission proceed.

FINANCIAL IMPLICATIONS / POLICY IMPACT

The 20,000 square foot facility will generate construction revenues as well as additional tax revenue for the City of Sault Ste. Marie.

Yates Avenue – the Great Lakes Fishery Commission 6.69 Acre Purchase
Addendum
2023 09 18
Page 2.

COUNCIL DIRECTION

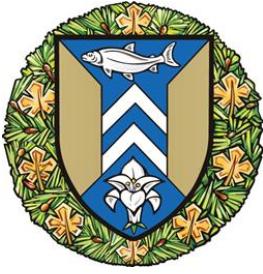
Resolved that the report of the Director, Economic Development dated September 18, 2023 concerning Great Lakes Fishery Commission be received as information.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

and

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**

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director, Economic Development and
Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Yates Avenue – PUC (Transmission) LP by its General
Partner PUC (Transmission) GP Inc. (“PUC”)

Purpose

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale executed between the City and the PUC.

Background

The PUC is in the process of expanding power availability to support the additional load demand from the implementation of the Electric Arc Furnace project (EAF) at Algoma Steel. In order to support this increased demand PUC will need to develop a power transmission station in close proximity to Algoma Steel. The station will straddle the Yates Avenue property being requested for purchase as well as a portion of current Algoma Steel owned property. Due to the location of the transmission station and existing uses of abutting property owned by Algoma Steel this configuration is required.

This transmission station will be an integral part of infrastructure supporting the Algoma Steel EAF project and will support future growth opportunities in the City.

PUC will be purchase a portion of Yates Avenue, being Part of Section 34 Korah being Part PIN 31609-0043, specifically the 13.15 acre parcel marked on Schedule “A” to this report

Analysis

The request was circulated to various City Departments. The responses received are appended as Schedule “B”.

Staff are supportive of selling the 13.15 acre parcel of land to the PUC. The transmission station will provide capacity to meet the needs of the EAF and the power requirements of future developments in Sault Ste. Marie.

Pursuant to Council direction given in Closed Session held August 28, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel signed an Agreement of Purchase and Sale, conditional upon Council Approval by the 19th day of September, 2023. Council Approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to the PUC. The PUC also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

The Agreement of Purchase and Sale also contains the following conditions:

- That the Subject Property is to be sold “as is, where is”;
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located East of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Buyer shall grant an easement in favour of the Vendor for the existing easement over the large sanitary sewer that connects the Young Street Pump Station to Yates Avenue as drafted by the Vendor;
- That the Buyer shall forthwith after closing decommission a monitoring well located in the southern portion of the Property at its sole liability and expense.
- That the Buyer acknowledges that Bell may require an easement for their service to the Pump Station from Young Street. The Buyer shall provide an undertaking that it shall forthwith and as soon as possible grant an easement in favour of Bell if the aforesaid easement is not yet formalized in time for closing and shall complete same.
- This Offer is conditional upon the Buyer successfully obtaining leave to construct a 230 kilovolt transmission line to supply Algoma Steel Inc. from the Ontario Energy Board on terms considered satisfactory by the Buyer in the Buyer’s sole and unfettered discretion. The Buyer is required to give notice in writing that this condition is fulfilled by March 20, 2024 otherwise the Offer is void.

Yates Avenue – PUC(Transmission) LP by its General Partner PUC
(Transmission) GP Inc.
September 18, 2023
Page 3.

Once all conditions are satisfied, the City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes.

Financial Implications

The sale of the 13.15 acres will generate net proceeds of \$999,400 and support the future power needs of the City and Algoma Steel.

Strategic Plan / Policy Impact / Climate Impact

Supports the Community Development platform of Maximizing Economic Development and Community Investment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – PUC be received and that the City owned property described as being Part of Section 34 Korah, Part PIN 31609-0043, specifically the 13.15 acre parcel marked on Schedule “A” to this report be declared surplus to the City’s needs and the disposition of the said property in accordance with the City’s policy for the disposition of land to the Public Utilities Commission for the amount of \$1,052,000 be approved.

Further, that the costs for the survey to be completed by the City once the Buyer waives the financing condition in the Agreement of Purchase and Sale.

The relevant By-law 2023-159 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

and

Melanie Borowicz-Sibenik
Assistant City Solicitor / Senior
Litigation Counsel
705-759-5403
m.borowiczibenik@cityssm.on.ca

Parcels

- Available Property
- Sold
- Conditionally Sold
- Parcels

Easements

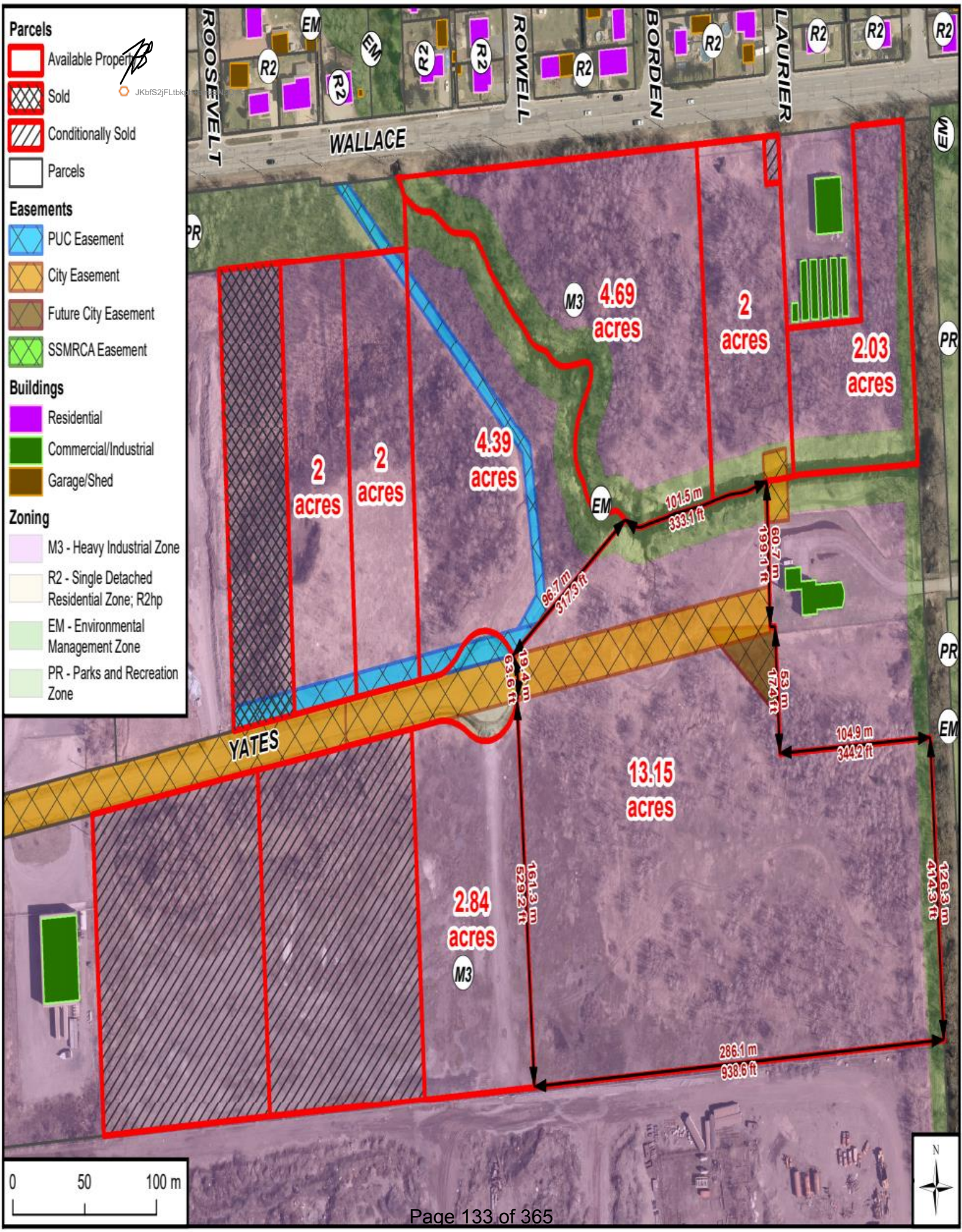
- PUC Easement
- City Easement
- Future City Easement
- SSMRCA Easement

Buildings

- Residential
- Commercial/Industrial
- Garage/Shed

Zoning

- M3 - Heavy Industrial Zone
- R2 - Single Detached Residential Zone; R2hp
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone



CIRCULATION SUMMARY

FILE NO:

RE: PROPERTY – YATES AVENUE – PUC REQUEST

DATE SENT: August 3, 2023

- (a) Susan Hamilton-Beach – PW ☐
- (b) Anne Irvine & Jordan Couturier — Engineering ☐
- (c) Peter Tonazzo — Planning ☐
- (d) Mike Salvini/Freddie Pozzebon — Building ☐
- (e) SSMRCA ☐
- (f) Michelle Kelly, Planning (lanes) ☐
- (g) Tom Vair, CAO & Brent Lamming Director CD & ES ☐
- (h) Other Departments (if applicable) ☐

COMMENTS RECEIVED:

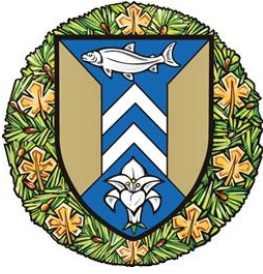
Date:

Susan Hamilton Beach PWT	Aug 4/23	We support the comments made by Engineering and Planning.
Anne Irvine & Jordan Couturier for Dan/Maggie Engineering	Aug 9/23	Comments from Maggie Engineering has reviewed the attached request and make the following comments: a. Property Sale • We have attached a sketch that shows the estimated property requirements for the future expansion of Young Pump Station outlined in yellow. The triangular portion of the property could be retained by the City or could be an easement. Further discussion may be required. • There is an existing easement over the large sanitary sewer that connects the Young Street PS to Yates Ave. • There is a monitoring well in the southern portion of this land. It should be decommissioned. • Existing environmental studies should be taken into consideration when property is sold. • When circulated in 2019, Bell indicated that an easement may be required for their service to the Pump Station from Young Street. b. Easements • Typically, we do not require easements across a municipal right-of-way for a public utility that is located within the Right-of-way. It must obtain a municipal consent permit. • We note that there is a PUC watermain easement that crosses the eastern portion of proposed easement in question.

		There is a large sanitary sewer located within the road and an easement. Any proposed infrastructure that is located in the vicinity of the sewer must be an acceptable distance away.
Peter Tonazzo Planning	Aug 4/23	Planning has reviewed PUC's request and have no objections. We do support Engineering's requirement to retain a reasonable amount of land adjacent to the pump station, to facilitate the expansion and/or replacement thereof. We would also ask that PUC works with adjacent land owners, to the greatest extent possible, to locate power poles in a manner that minimizes impacts to existing and potential future access points.
Mike Salvini Building	Aug 4/23	Building Division have the following comments: - Zoned M3 (Heavy industrial Zone) (City GIS Mapping). - Must comply with all Applicable Laws. - From City GIS Mapping: - Property is designated under Development Control and lies within the jurisdiction of the Sault Ste. Marie Region Conservation Authority. - The parcel is identified as Brownfield Sites. In the past, the previous CBO had designated all commercial properties as Brownfield sites, even though there had been no development based on air photos nor any evidence in the building file. Based on that information, the current CBO, Freddie Pozzebon is satisfied in saying this is not a Brownfield site. - The parcel is serviced with both water and sanitary. - There are no overhead powerlines in that area. - As there are existing ditches along Yates Avenue, new entrances to both parcel and easement will require applications for culvert permits. - Any new buildings constructed will be subject to the regulations of the M3 zone.
SSMRCA	Aug 4/23	The subject property, as described in the circulation, is located within an area under the jurisdiction of the Conservation Authority, regarding O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The Northern and Eastern Boundaries of this parcel (as circulated) are found within environmental management zone areas and are adjacent to Bennett Creek. The flood line boundary for Bennett Creek was delineated by the Dillion Report in 1977.

		Any development on this proposed lot will require an SSMRCA site plan review and may require a permit from SSMRCA.
Tom Vair Deputy CAO – CD & ES	Aug 10/23	Looks good to me
Brent Lamming CD&ES	Aug 9/23	No objections or further comments.
Other Department If applicable - Jeff Barban	Aug 4/23	DSSAB – Community Housing has no concerns.
Rick Van Staveren, Director, Economic Development	Aug 10/23	No issues.
Carl Rumiell, Director of Engineering		

Once all comments are received give to Orsalina for her review and final okay from City Solicitor.



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Rick Van Staveren, Director, Economic Development and
Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Yates Avenue – PUC (Transmission) LP by its General
Partner PUC (Transmission) GP Inc.

Purpose

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale executed between the City and ~~the PUC~~ *PUC (Transmission) LP*.

Background

~~The PUC~~ *PUC (Transmission) LP* is in the process of expanding power availability to support the additional load demand from the implementation of the Electric Arc Furnace project (EAF) at Algoma Steel. In order to support this increased demand ~~PUC~~ *PUC (Transmission) LP* will need to develop a power transmission station in close proximity to Algoma Steel. The station will straddle the Yates Avenue property being requested for purchase as well as a portion of current Algoma Steel owned property. Due to the location of the transmission station and existing uses of abutting property owned by Algoma Steel this configuration is required.

This transmission station will be an integral part of infrastructure supporting the Algoma Steel EAF project and will support future growth opportunities in the City.

~~PUC~~ *PUC (Transmission) LP* will purchase a portion of Yates Avenue, being Part of Section 34 Korah being Part PIN 31609-0043, specifically the 13.15 acre parcel marked on Schedule “A” to this report

Analysis

The request was circulated to various City Departments. The responses received are appended as Schedule “B”.

Staff are supportive of selling the 13.15 acre parcel of land to ~~the PUC~~ *PUC (Transmission) LP*. The transmission station will provide capacity to meet the

needs of the EAF and the power requirements of future developments in Sault Ste. Marie.

Pursuant to Council direction given in Closed Session held August 28, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel signed an Agreement of Purchase and Sale, conditional upon Council Approval by the 19th day of September, 2023. Council approval shall occur only upon the passing of a by-law authorizing the sale of the Subject Property to ~~the PUC. PUC (Transmission) LP. The PUC PUC (Transmission) LP.~~ also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

The Agreement of Purchase and Sale also contains the following conditions:

- That the Subject Property is to be sold “as is, where is”;
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located East of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Buyer shall grant an easement in favour of the Vendor for the existing easement over the large sanitary sewer that connects the Young Street Pump Station to Yates Avenue as drafted by the Vendor;
- That the Buyer shall forthwith after closing decommission a monitoring well located in the southern portion of the Property at its sole liability and expense.
- That the Buyer acknowledges that Bell may require an easement for their service to the Pump Station from Young Street. The Buyer shall provide an undertaking that it shall forthwith and as soon as possible grant an easement in favour of Bell if the aforesaid easement is not yet formalized in time for closing and shall complete same.
- This Offer is conditional upon the Buyer successfully obtaining leave to construct a 230 kilovolt transmission line to supply Algoma Steel Inc. from the Ontario Energy Board on terms considered satisfactory by the Buyer in the Buyer’s sole and unfettered discretion. The Buyer is required to give notice in writing that this condition is fulfilled by March 20, 2024 otherwise the Offer is void.

Yates Avenue – PUC(Transmission) LP by its General Partner PUC
(Transmission) GP Inc.
September 18, 2023
Page 3.

Once all conditions are satisfied, the City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes.

Financial Implications

The sale of the 13.15 acres will generate net proceeds of \$999,400 and support the future power needs of the City and Algoma Steel.

Strategic Plan / Policy Impact / Climate Impact

Supports the Community Development platform of Maximizing Economic Development and Community Investment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development and the Assistant City Solicitor/Senior Litigation Counsel dated September 18, 2023 concerning Yates Avenue – ~~PUC~~ *PUC (Transmission) LP*. be received and that the City owned property described as being Part of Section 34 Korah, Part PIN 31609-0043, specifically the 13.15 acre parcel marked on Schedule “A” to this report be declared surplus to the City’s needs and the disposition of the said property in accordance with the City’s policy for the disposition of land to the ~~Public Utilities Commission~~ *PUC (Transmission) LP* for the amount of \$1,052,000 be approved.

Further, that the costs for the survey to be completed by the City once the Buyer waives the financing condition in the Agreement of Purchase and Sale.

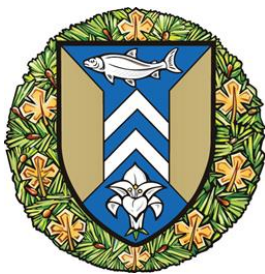
The relevant By-law 2023-159 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

and

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**

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Ontario Heritage Act - Part IV Designation of the 54 Summit Avenue

Purpose

The purpose of this report is to seek Council's approval to designate 54 Summit Avenue under the Ontario Heritage Act, due to its significant heritage value to the City of Sault Ste. Marie.

Background

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) advises City Council as to the cultural heritage value or interest of properties within the Municipality and recommends the designation of significant properties under Part IV of the Ontario Heritage Act. This affords the property, and in particular, the designated heritage features special protection under the Act.

The Municipal Heritage Committee received a designation application for 54 Summit Avenue. The SSMMHC passed the following resolution at their meeting on June 7, 2023;

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the draft designation report for 54 Summit Avenue and that the report be finalized; and further that a report be brought to City Council recommending that 54 Summit Ave. be designated under Part IV of the Ontario Heritage Act.

Analysis

The attached designation report provides a detailed overview of the History of the 54 Summit Avenue and description of the cultural heritage value and key heritage attributes.

Statement of Cultural Value or Interest

The house was commissioned by E.W. Shell who was treasurer at Algoma Steel from 1916-1949. They named the house "the Gables" and the original name plaque still resides on the front of the house.

The architect was Thomas Raybould Wilks (1878-1951) who also designed many historically designated heritage buildings in Sault Ste. Marie, along the North Shore and Ontario.

Key Exterior Features of 'The Gables'

1. It is a unique example of Tudor half-timber design typical of the Arts & Crafts movement. With exceptional craftsmanship and enduring beauty, this meticulously maintained home is in its original state and contains construction techniques and attention to detail not seen in modern style homes such as oak trim, storm windows, steep roof pitch, round-about in yard, etc.;
2. The bricks used are "Canadian Bark" which were typical of the era;
3. The foundation is pink/red Jacobsville sandstone that was dredged from the Sault canal. This sandstone was used in many buildings constructed in the early 1900s in this area;
4. The original storm windows have been maintained and any repairs have been replaced with identical parts that were specially milled;
5. The casement windows are original throughout the house.

Key Interior Features of 'The Gables'

1. English red oak beams in the living room; old red oak architectural woodwork throughout the first storey with prominent wood grain finished in natural stain with orange shellac;
2. French doors;
3. Piano window & built-in shelves in the library;
4. A sunroom (also called a Tuberculosis room) was a classic feature of the Arts & Crafts movement;
5. Built-in breakfast nook;
6. Glass fronted cabinets;
7. Casement and double-hung windows throughout;
8. Baseboards and trim;
9. Design and construction of the brick fireplace and fireplace mantel.

Financial Implications

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

Strategic Plan / Policy Impact/Climate Impact

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites as an essential component to achieving economic health.

Recommendation

It is therefore recommended that Council take the following action:

Ontario Heritage Act - Part IV Designation of the 54 Summit Avenue

September 18, 2023

Page 3.

Resolved that the report of the Manager of Recreation and Culture dated September 18, 2023 concerning Ontario Heritage Act - Part IV Designation of 54 Summit Avenue be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 54 Summit Avenue under Part IV of the Ontario Heritage Act be approved.

Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759-5311

v.mcleod@cityssm.on.ca

‘The Gables’ at 54 Summit Avenue

Designation Report



The Gables, 54 Summit Avenue

Researched and submitted by: Alex White. Joe Bumbacco and Nicole Curry

Introduction

The Sault Ste. Marie Municipal Heritage Committee is comprised of members interested in heritage conservation with expertise in a number of related fields such as local history and architecture. The members are appointed by Council and recommend to Council significant properties of cultural heritage value or interest for designation under the Ontario Heritage Act.

The Sault Ste. Marie Municipal Heritage Committee has examined the property known as “The Gables” at 54 Summit Avenue, Sault Ste Marie and recommends to Council that this structure be designated under Part IV of the Ontario Heritage Act.



Photos: Exterior of 54 Summit Ave.

The current owners, have submitted a Request for a Heritage Designation to the Sault Ste. Marie Municipal Heritage Committee for 54 Summit Ave (PIN: LT 14-15 PL 71 ST. MARY'S S/T DEBTS IN T172002; SAULT STE. MARIE).

Description of Property

This beautiful home has been in the same family for 3 generations and its original beauty has been conscientiously preserved. The red oak beams, windows, baseboards & trim, built-in features such as ‘the breakfast nook’, library and cupboards have never been painted & glow with age (all casement windows are original & throughout the house). It is solidly built and has been lovingly maintained for 94 years. ‘The Gables’ has been used

in architecture textbooks as an example of Tudor half-timbered style, used by architects of 'The Arts & Crafts' school (ex. Frank Lloyd Wright). The bricks used (Canadian 'bark' brick) were typical of the era and the foundation was erected with the distinct pink Jacobsville sandstone dredged from the Sault Canal. The Gables was built on a double corner lot at a time when several homes were built in the Summit Avenue district by other Algoma Steel executives. Other unique features of the property include a circular driveway in the back of the property to deliver coal.

Statement of Cultural Heritage Value and Interest

1. The house was commissioned by E.W. Shell who was treasurer at Algoma Steel from 1916-1949. Shell named the house "the Gables" and the original name plaque still resides on the front of the house.
2. The architect was Thomas Raybould Wilks (1878-1951) who also designed many historically designated heritage buildings in Sault Ste. Marie, along the North Shore, and across Ontario.



Photo: Front entrance with original door and sign "The Gables"

Key Exterior Features of 'The Gables'

1. It is a unique example of Tudor half-timber design typical of the 'Arts and Crafts' movement. With exceptional craftsmanship enduring beauty, this meticulously

maintained home is in its original state and contains construction techniques and attention to detail not seen in Modern style homes, such as oak trim, storm windows, steep roof pitch, round-about in yard etc.;

2. The bricks used are “Canadian Bark” which were typical of the era;
3. The foundation is pink/red Jacobsville sandstone that was dredged from the Sault canal; This sandstone was used in many buildings constructed in the early 1900s in this area;
4. The original storm windows have been maintained and any repairs have been replaced with identical parts that were specially milled;
5. The casement windows are original throughout the house.

Key Interior Features of ‘The Gables’

1. English red oak beams in the living room; old red oak architectural woodwork throughout the first storey with prominent wood grain finished in natural stain with orange shellac;
2. French doors;
3. Piano window & built-in shelves in the library;
4. A sunroom (also called a Tuberculosis room) was a classic feature of the Arts & Crafts movement;
5. Built-in breakfast nook;
6. Glass fronted cabinets;
7. Casement and double-hung windows throughout;
8. Baseboards and trim;
9. Design and construction of the brick fireplace and fireplace mantel.

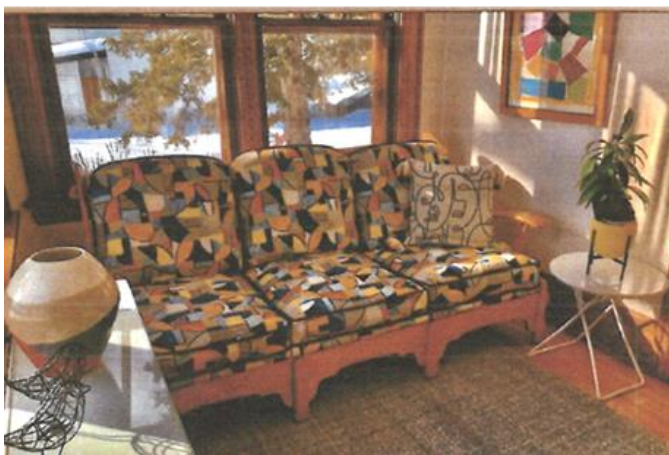


Photo: Sunroom was a classic feature of Arts and Crafts Design



Photo: Breakfast Nook with built-in glass fronted cabinets

Contextual Value

The Gables, 54 Summit Ave is important in defining, maintaining, and supporting the character of an area. The residences on Summit Avenue are a unique grouping of executive-style homes considered so for their uniqueness and historical value.

The Sault Ste Marie Municipal Heritage Committee uses the following criteria when evaluating a property:

- * A property may be of cultural heritage value or significance if it is associated with the life of an outstanding member of the community or has played a role in an important historical event.**
- * A building may be of architectural significance if it is a good example of a particular building type, architectural style or period, or if it is the work of an important architect or early builder.**
- * A building may also have contextual significance if it forms an integral part of the surrounding streetscape.**
- * A property may be of cultural heritage value or significance if it possesses unique aesthetic or picturesque qualities.**

*** A property may be of cultural heritage value or significance if it incorporated the use of local sandstone in the building construction, particularly from the Sault Ste. Marie Canal excavation.**

'The Gables' Design

The Gables, 54 Summit Avenue is one of several homes built in the Summit / Borron / Fauquier area by early Algoma Steel Executives.

The home has been owned within the same family for 3 generations and has been preserved. The family would like to ensure that it is preserved for future generations. The family has noted that the 54 Summit Ave house has been cited in architecture textbooks as an example of the Tudor half-timbered style that was used by architects by the Arts and Crafts movement.

The house was built on a double corner lot in 1928-1929 when several other homes were being built in the Summit Avenue district by other Algoma Steel executives. The homeowners note that a garage was added to the property in the 1930s and appears to have been made to resemble the home's style. They state that the exterior has remained the same, which is demonstrated by the photos that they have provided.

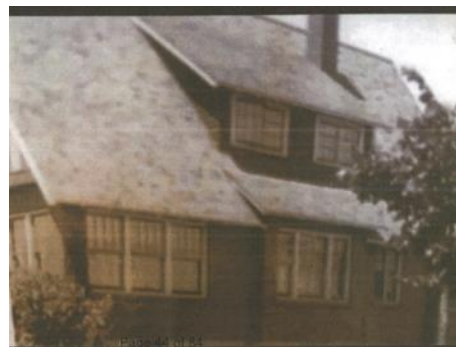
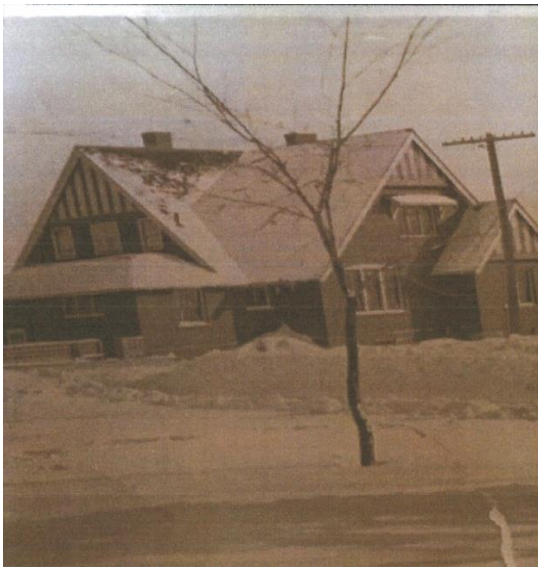


Photo: Before garage was added in 1930's
(View from corner of Summit Ave and Boron Ave)



Photo: Recent photo 54 Summit Ave.

Wilks, Thomas Raybould - Architect of 54 Summit Avenue.

WILKS, Thomas Raybould (1878-1951) was active in Sault Ste. Marie for forty years and can be credited with the design of dozens of schools in that city and in the surrounding Algoma Region. Born in Birmingham, Engl. on 27 July 1878 he graduated from West Bromwich Municipal School of Art and served a four year apprenticeship with Thomas H. Bridge and George Bowden in Birmingham. His parents had emigrated to Sault Ste. Marie before 1900 and at their suggestion Wilks arrived in the city in April 1901. He worked as draftsman for H. Russell Halton there (1901-03), then briefly with Darling & Pearson in Toronto before moving to Moncton in 1903 to take the position of Chief Draftsman for the Inter-Colonial Railway for seven years. He returned to Toronto to join the contracting firm of Mackenzie & Mann, then moved back to Sault Ste. Marie to open his own office in 1912. He maintained a successful practice in the city until after 1950 and died there on 17 September 1951 (biog. and port in Sault Star, 1 April 1913, 1; death notice, Sault Daily Star, 17 Feb. 1951; biog. and list of works in R. Hamilton, *Prominent Men of Canada*, 1931-32, 448).



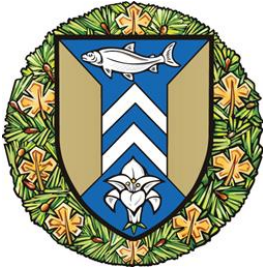
Photo: Circular drive in back for coal delivery

Note

This building has always been referred to as “The Gables” by the original residents and family as evident by the plaque next to the front door and that is the term used throughout this Report.

Appendix A – Map of 54 Summit





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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Josh Rogers, Film, TV & Digital Media Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: City of Sault Ste. Marie Film Policy

Purpose

This report provides recommendations to Mayor and City Council from City staff for the implementation of a municipal film policy for the Corporation of the City of Sault Ste. Marie.

Background

The film industry is an important contributor to the local economy. Since 2018, a total of 28 productions have filmed in Sault Ste. Marie contributing ~\$18.4 million in direct and indirect spend in the community and generating over 13,000 hotel room night stays.

In addition to film productions, staff facilitated an investment of over \$1 million through the attraction of post-production company, Rolling Pictures. The company has since hired 12 employees, including 8 from local post-secondary institutions.

To support the growing film industry, the City has hired, on a temporary basis, a Film, TV and Digital Media Coordinator, whose core function is to attract film productions to the community and provide support, as needed, while productions film in Sault Ste. Marie.

Through interactions with producers and location scouts, the coordinator is often provided with recommendations on how to improve the competitiveness of Sault Ste. Marie in attracting film productions. A regular recommendation is to implement a municipal film policy, which provides clear directions for filmmakers on municipal requirements including permitting requirements, public consultation, fees, etc.

By removing the ambiguity, productions can assess whether municipal administrative requirements will result in a clear and efficient filming process while in Sault Ste. Marie.

Implementation of a film policy that is clear and reduces red tape, results in a streamlined process that reduces delays and thereby reduces costs to the production. This in turn, supports attraction of productions by demonstrating to producers that we are a film friendly, business-minded community, leading to a positive economic impact to the community.

Analysis

A municipal film policy is a set of guidelines, regulations, and strategies developed to promote and regulate filmmaking activities within its jurisdiction. The primary goal of a municipal film policy is to create a supportive and attractive environment for filmmakers, while also addressing the needs and concerns of the community. It serves as a framework to facilitate the planning, permitting, and execution of film and television production within the municipality.

Film Policies are common across Ontario for municipalities that have an active film industry, including Sudbury and North Bay. Staff developed Sault Ste. Marie's film policy by adapting the best practices of communities across Ontario (attached as Schedule A – Film Guidelines to By-Law 2023-154). The key components (listed below) are largely consistent across communities and will for the most part, be familiar to producers.

Key components of Sault Ste. Marie's film policy include:

- **Permitting Process:** Clear procedures for obtaining permits to film. This includes information on application processes, required documentation, and timelines.
- **Location Guidelines:** Guidelines for filmmakers on how to use public spaces, parks, streets, and other locations for shooting. These guidelines address issues such as traffic management, noise control, and environmental considerations.
- **Code of Conduct:** Expectations for filmmakers to conduct their activities in a respectful and responsible manner, considering the needs of the local community and the environment.
- **Community Engagement:** Strategies for involving the local community in the filmmaking process, such as opportunities for residents to participate as extras, crew members, or consultants.
- **Logistical Support:** Information on available resources such as local film offices, production facilities, equipment rentals, and accommodations.
- **Public Communication:** Plans for informing the local community about upcoming filming activities, road closures, and any potential disruptions.

In addition to providing clear direction on how to operate in Sault Ste. Marie, the policy will streamline the permitting process by delegating authority to City staff to address requests, such as noise by-law exemption and road cuts by-law (for filming on roadways). Proposed amendments to these by-laws are presented elsewhere in the agenda. which are included elsewhere on the agenda.

Should the Film Policy and the proposed changes to the by-laws be approved, staff will be able to leverage this new streamlined process to promote Sault Ste. Marie as a film-friendly destination and increasing our competitiveness in the market.

Financial Implications

There are no financial implications to this policy and no new funds are required.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

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

There are no green house gas or climate change impacts associated with this report.

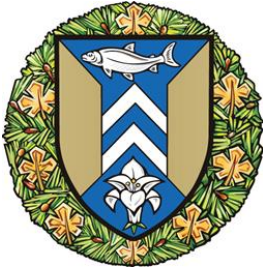
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2023-154, 2023-155, 2023-156, and 2023-157 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Josh Rogers
Film, TV & Digital Media
Coordinator
705.989.5741
j.rogers@cityssm.on.ca



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

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumiel, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Queen Street Improvements – Phase 1 Engineering

Purpose

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration for the Queen Street Improvements between Bruce Street and East Street which are planned for 2024.

Background

At the August 28, 2023 meeting of Council, a conceptual design for improvements to Queen Street was adopted in principle. At the same meeting, Council accepted the Five-Year Capital Transportation Program (2024-2028) as information which includes the Queen Street Improvements (Bruce Street to East Street) planned for 2024.

Analysis

Staff recommend that single source, non-competitive approval be considered to AECOM for the design and contract administration of Phase 1 of the Queen Street Improvements based on the following points:

- AECOM was selected through a proposal process for the conceptual streetscape, road and traffic design for downtown road improvements on Queen Street East;
- The detailed design and contract administration builds upon the conceptual design as was noted in the 2021 terms of reference for the request for proposal for conceptual design;
- As AECOM has completed the conceptual design that Council has adopted, it would be in the City's best interest to continue with them for the next phases of work.

In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be single-sourced to AECOM. The staff at this firm have completed the conceptual design of the Queen Street improvements and such continuity is in the best interests of the City.

Financial Implications

The engineering fee estimate for Phase 1 of the Queen Street Improvements is \$589,480 (excluding HST). As part of the 2023 budget process, \$200,000 was approved for Engineering work related to the 2024 Capital Transportation Program. AECOM's 2023 work can be accommodated within the \$200,000 previously approved. Additional work and costs will not commence until such time that Council approves the 2024 Capital Budget.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the new infrastructure and quality of life focus areas of the strategic plan.

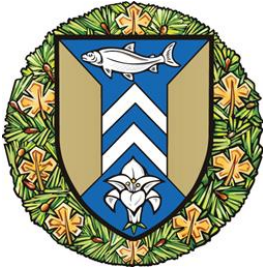
Recommendation

It is therefore recommended that Council take the following action:

The relevant by-law 2023-160 is listed in item 12 of the Agenda and will be read with all the by-laws under that item.

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**

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Deeming By-law for 724 Bonney Street and Abutting Lane
(Surplus Property for Habitat for Humanity)

Purpose

The purpose of this report is to bring to Council the property legally described as LT 11-13 BLK 11 PL 1751 KORAH; PT LANE BLK 11 PL 1751 KORAH CLOSED BY T220708 PT 2 & 3 1R4853; SAULT STE. MARIE (the "Subject Property").

Attachment

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

Background

As part of the sale of the Subject Property to Habitat for Humanity, it is recommended that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property and abutting lane. The effect of the Deeming By-law, once it is registered on title, would result in this property 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

In response to a circulation conducted by the Legal Department, the Secretary-Treasurer of the Committee of Adjustment advised that if a perspective purchaser wished to build using the entire property for a single development, before a permit could be issued, the parcels would have to be deemed not to be part of a subdivision.

Financial Implications

Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

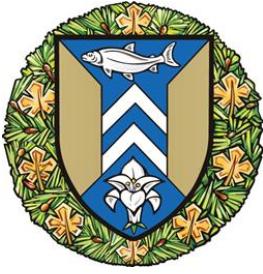
It is therefore recommended that Council take the following action:

Deeming By-law for 724 Bonney Street and Abutting Lane (Surplus Property for Habitat for Humanity)
September 18, 2023
Page 2.

The relevant By-law 2023-150 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**

COUNCIL REPORT

September 18, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Housekeeping – Repeal By-Law 2022-46 and By-Law
2022-121 Surplus Property Part of Civic 15 Creery Avenue
(Briel)

Purpose

The purpose of this report is to recommend that City Council repeal By-law 2022-46 being a by-law to declare the City owned property being part of 15 Creery Avenue and legally described as PT PIN 31523-0147(LT) PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE, ("Subject Property") as surplus and By-law 2022-121 being a by-law to authorize the sale of this Subject Property to Chris Briel.

Background

On March 21, 2022 City Council passed By-law 2022-46, being a by-law to declare the Subject Property as surplus to the City's needs and on June 13, 2022 City Council passed By-law 2022-121 being a by-law to authorize the sale of this Subject Property to Chris Briel or as otherwise directed by him. Subsequently this transaction did not proceed, and it is necessary to repeal By-law 2022-46 and By-law 2022-121.

Analysis

Not applicable.

Financial Implications

Not applicable.

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 2023-153 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Housekeeping – Repeal By-Law 2022-46 and By-Law 2022-121 Surplus
Property Part of Civic 15 Creery Avenue (Briel)
September 18, 2023
Page 2.

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

BY-LAW 2023-134

AGREEMENT: A by-law to authorize the execution of the Amending Lease Agreement between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals (“SPCA”) to support the extension of the land lease agreement.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Lease Agreement dated September 18, 2023 between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals (“SPCA”), a copy of which is attached as Schedule “A” hereto. This Amending Lease Agreement is to support the extension of the land lease agreement.

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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THIS AMENDING AGREEMENT made this 18th day of September 2023.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

SAULT STE. MARIE AND DISTRICT SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS

(hereinafter referred to as "SPCA")

WHEREAS at its meeting held on May 16th, 1983, the Council of the City passed a resolution permitting the Society to locate its office and shelter on the property known civically as 962 Second Line East, Sault Ste. Marie Ontario;

AND WHEREAS the City and SPCA entered into a Lease Agreement dated June 1, 1984 for said new office and shelter from which to carry out its operations on City-owned land;

AND WHEREAS the City and SPCA entered into a first renewal of the June 1, 1984 Lease by way of a Lease Agreement dated June 1, 2004;

AND WHEREAS the term of the Lease Agreement commences on June 1, 2004 for a period of twenty (20) years ending May 31, 2024;

AND WHEREAS the term of the Lease Agreement stipulates for a final 10 year renewal as has been requested by the SPCA within six (6) months of the expiry date of the June 1, 2004 Lease;

AND WHEREAS the parties consider it desirable to continue their participation in an Agreement on the same terms and conditions as set out in the original Lease Agreement for a further ten (10) year term subject to the changes set out herein;

NOW THEREFORE in consideration of the promises, 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**

This Agreement shall be in effect for a term of ten (10) years commencing on June 1, 2024, and terminating on May 31, 2034 ("Term").

2. Provision 3 (g) of the June 1, 2004 Lease regarding insurance is hereby replaced with the following:

The SPCA agrees to maintain at all times during the currency of this Agreement hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Agreement Date.

3. The parties acknowledge and agree that all other terms and conditions as set out in the Main Agreement shall apply to this Agreement for the Term.

[Rest of the page intentionally blank]

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

**SAULT STE. MARIE AND DISTRICT
SOCIETY FOR PREVENTION OF
CRUELTY TO ANIMALS**



President



Secretary

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

MAYOR – MATTHEW SHOEMAKER

~~**CITY CLERK – RACHEL TYCZINSKI**~~

DEPUTY CITY CLERK - MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-135

AGREEMENT: A by-law to authorize the execution of the Amending Services Agreement between the City and Sault Ste. Marie and District Society for Prevention of Cruelty to Animals ("SPCA") to provide information supporting the extension of the purchased services contract.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Services Agreement dated September 18, 2023 between Sault Ste. Marie and District Society for Prevention of Cruelty to Animals ("SPCA"), a copy of which is attached as Schedule "A" hereto. This Amending Services Agreement is to provide information supporting the extension of the purchased services contract.

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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THIS AMENDING AGREEMENT made this 18th day of September 2023.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

SAULT STE. MARIE AND DISTRICT SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS

(hereinafter referred to as "SPCA")

WHEREAS the City and SPCA entered into a Service Agreement dated January 1, 2019 for the care and control of animals within the City;

AND WHEREAS the term of the Service Agreement commences on January 1, 2019 for a period of five (5) years ending December 31, 2023;

AND WHEREAS the parties consider it desirable to continue their participation in an Agreement on the same terms and conditions as set out in the Main Agreement for a further five (5) year and 5 month term;

NOW THEREFORE in consideration of the promises, 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

This Agreement shall be in effect for a term of five (5) years and five (5) months commencing on January 1, 2024, and terminating on May 31, 2029 ("Term").

2. The parties agree to pay to the SPCA \$688,373.47 annually subject to CPI in exchange for the services the SPCA provides to the City as set out in this contract.

The said annual payment from the City to the SPCA shall be paid in accordance with the following schedule:

JANUARY 1, 2024	\$57,364.45
FEBRUARY 1, 2024	\$57,364.45

MARCH 1, 2024	\$57,364.45
APRIL 1, 2024	\$57,364.45
MAY 1, 2024	\$57,364.45
JUNE 1, 2024	\$57,364.45
JULY 1, 2024	\$57,364.45
AUGUST 1, 2024	\$57,364.45
SEPTEMBER 1, 2024	\$57,364.45
OCTOBER 1, 2024	\$57,364.45
NOVEMBER 1, 2024	\$57,364.45
DECEMBER 1, 2024	\$57,364.52

3. The parties may agree to further extend the Term for a period of five (5) years beginning on June 1, 2029 and terminating on May 31, 2034 ("First Renewal Term").

4. Upon each of the above stipulated renewals, the City may amend provisions of the original 2019 Service Agreement as they pertain to insurance and allotted funding.

5. The parties acknowledge and agree that all other terms and conditions as set out in the Main Agreement shall apply to this Agreement for the Term.

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

**SAULT STE. MARIE AND DISTRICT
SOCIETY FOR PREVENTION OF
CRUELTY TO ANIMALS**



President



Secretary

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

MAYOR – MATTHEW SHOEMAKER

~~**CITY CLERK – RACHEL TYOZINSKI**~~
DEPUTY CITY CLERK - MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-136

AGREEMENT: A by-law to authorize the execution of the Franchise Agreement between the City, Queues De Castor/BeaverTails Canada Inc. and 1972703 Ontario Inc. (Sheila Purvis) to operate the Beavertails® franchised business located at Roberta Bondar Park, 65 Foster Drive.

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 Deputy 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 September 18, 2023 between the City, Queues De Castor/BeaverTails Canada Inc. and 1972703 Ontario Inc. (Sheila Purvis), a copy of which is attached as Schedule "A" hereto. This Agreement is to operate the Beavertails® franchised business located at Roberta Bondar Park, 65 Foster Drive.

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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

I:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-136 BeaverTails Franchise Agreement.docx

Schedule "A"

THREE PARTY AGREEMENT BETWEEN LANDLORD, TENANT, AND FRANCHISOR

THREE PARTY AGREEMENT

THIS AGREEMENT made this 18th day of September, 2023.

AMONG:

QUEUES DE CASTOR / BEAVERTAILS CANADA INC., a corporation incorporated under the laws of Canada, having its head office at 3700 rue St-Patrick, Suite 106, Montreal, Province of Québec H4E 1A2;
(the "**Franchisor**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE, a corporation incorporated under the laws of Ontario, having its head office at 99 Foster Drive, Sault Ste. Marie, ON P6A 5N1;

(the "**Landlord**")

- and -

1972703 ONTARIO INC., a corporation incorporated under the laws of Ontario, having its head office at 1286 Old Garden River Road; Sault Ste. Marie ON, P6A 6J8

(the "**Tenant**")

WHEREAS the Franchisor has entered into a franchise agreement with the Tenant on March 27th, 2019 (the "**Franchise Agreement**") in view of the operation of a Beavertails® franchised business located at 65 Foster Drive, in the City of Sault Ste. Marie, Province of Ontario P6A 5N1 (the "**Premises**");

WHEREAS the Tenant and the Landlord entered into a lease agreement dated September 18th, 2023 (the "**Lease**") for the Premises.

NOW THEREFORE the parties agree as follows:

1. **NOTICE OF DEFAULT AND RIGHT TO CURE**

The Landlord shall give written notice to the Franchisor of any default by the Tenant under the Lease and the Franchisor shall have the right to cure such default for an additional fifteen (15) days after the date that is the later of either (i) the expiration of the period during which the Tenant may cure such default or (ii) fifteen (15) days following its receipt of such notice from the Landlord, if the Landlord is not bound to give any notice to cure or any delay to cure pursuant to the Lease, as the case may be.

2. NOTICE OF TERMINATION OR NON-RENEWAL

In the event that (i) the Landlord wishes to terminate the Lease due to a default by the Tenant, including in the event of any default by the Tenant that cannot be cured, or for any other reason whatsoever other than the expiry of its term, or (ii) the Tenant elects not to renew the Lease or extend the term of the Lease in the event that the Lease contains a renewal or extension option for the benefit of the Tenant, then the Landlord shall give written notice to the Franchisor of such intent to terminate, or non-renewal or non-extension, as the case may be, and shall not issue any notice of termination or expiration of the Lease without giving the Franchisor fifteen (15) days to exercise its Option to Assume, as set-out below. In the event of a default by the Tenant that cannot ordinarily be cured, the Landlord agrees that the exercise of the Option to Assume by the Franchisor shall be deemed to cure such default.

3. TERMINATION OR NON-RENEWAL OF FRANCHISE AGREEMENT

Notwithstanding anything to the contrary contained in the Lease, it is expressly understood and agreed by the parties that if the Franchise Agreement is terminated, is not renewed or expires for any reason whatsoever, the Franchisor shall have sixty (60) days to exercise its Option to Assume, as set-out below.

4. OPTION TO ASSUME

The Landlord and the Tenant, for good and valuable consideration, hereby grant an option to the Franchisor (or its nominee) to assume the Tenant's rights in the Lease (the "**Option to Assume**") upon the occurrence of the events described in Section 2 or 3 herein. The Option to Assume may be exercised by the Franchisor (or its nominee) by giving the Landlord notice in writing of its exercise of the Option to Assume within the time limits set-out in sections 2 and 3, as the case may be. The Tenant acknowledges and agrees that the Landlord may rely upon such notice and shall not be required to inquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice shall, without further act or formality, operate as an effective assignment in favour of the Franchisor (or its nominee) of the Tenant's rights under the Lease and the assumption by the Franchisor (or its nominee) of the covenants therein required to be observed or performed by the Tenant only from the date of such assignment, without any prior liability thereto and without the Tenant having any further rights under the Lease except that the Tenant shall remain fully liable and shall pay immediately to the Franchisor (or its nominee) any and all costs or expenses, including without limitation any rental payments made to Landlord or incurred by the Franchisor (or its nominee) in order to assume the Lease. Notwithstanding the foregoing, the Franchisor (or its nominee) shall, forthwith upon exercise of the Option to Assume, execute such documents evidencing its agreement to keep and perform or cause to be kept or performed all of the obligations of the Tenant arising under this Lease from and after the time of the exercise of the Option to Assume as may be required by the Landlord. The Tenant hereby irrevocably appoints the Franchisor (or its nominee) as its agent and attorney to execute any and all documents, if any, on its behalf necessary to complete said assignment. The Franchisor (or its nominee) shall thereafter have the right to assign the Lease or sublease the Premises to such party as it may designate without the Landlord's consent and in such event the Franchisor (or its nominee) shall thereafter be released from all obligations under the Lease.

Notwithstanding any provision in the Lease to the contrary, during the period the Franchisor (or its nominee) is the tenant under the Lease, any provision under the Lease requiring continuous operation of the Premises shall not be enforceable against the Franchisor (or its nominee). The Franchisor (or its nominee) shall have the right to operate the Premises during the business hours determined by the Franchisor (or its nominee) in its discretion.

In addition, and notwithstanding any provision in the Lease to the contrary, during the period the Franchisor (or its nominee) is the tenant under the Lease, any provision under the Lease which requires the Tenant, at its costs, at the expiry of the term of the Lease, or any renewal or extension thereof, to remove any tenant improvements, repairs or alterations to the Premises shall not be enforceable against the Tenant, however the Franchisor (or its nominee) shall have the right, pursuant to Section 6 of this Agreement, to remove any tenant improvements, repairs or alterations to the Premises.

5. REPORTS

The Tenant hereby agrees that the Landlord may, upon the written request of the Franchisor, disclose to the Franchisor all reports, information or data in the Landlord's possession respecting sales made in, upon or from the Premises.

6. FRANCHISOR'S RIGHTS OF ENTRY

The Landlord grants the Franchisor the right, in the event of the termination of the Franchise Agreement or of the Lease for any reason whatsoever, to enter and secure the Premises and its contents. In addition, in the event of the termination of the Franchise Agreement, the Landlord grants the Franchisor the right to enter onto the Premises to operate the business on an interim basis. The Landlord hereby acknowledges and agrees that any entry by the Franchisor pursuant to this section shall not constitute a breach of the Lease nor shall it be deemed a taking of possession of the Premises or exercise of the Option to Assume.

Where the Premises are located in the Province of Québec, the Franchisor shall not be liable towards the Franchisee for any damages or losses resulting from such temporary operation of the Franchised Business by the Franchisor. The provisions relating to the administration of third-party property or the mandate stipulated in the Civil Code of Québec shall not apply to the operation of the Franchised Business by the Franchisor under this section, such operation being carried out by the Franchisor only for its own account, and not on behalf of the Franchisee.

Upon the expiration, cancellation or termination of the Lease or Franchise Agreement, neither Tenant nor Landlord will retain any right, title or interest in Franchisor's, or as the case may be, Franchisor's affiliate's, intellectual property, including but not limited to its operations manual (and all directives and sub-manuals contained therein), trademarks, trade-dress, patents or copyrighted materials (the "**Intellectual Property**"). Notwithstanding and without limitation to any rights of the Franchisor pursuant to the Option to Assume, upon the expiration, cancellation or termination of either the Lease or the Franchise Agreement, if the Franchisor shall require, the Landlord shall cooperate with and assist the Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to the Landlord, to remove all Intellectual Property, or any good or material bearing the Intellectual Property, and to make changes to de-identify the Premises as a "Beavertails" franchised business. In the event that the Franchisor exercises its option under the Franchise Agreement to purchase the assets of the Tenant, then the Landlord will permit the Franchisor to remove all such assets being purchased by the Franchisor. The

Franchisor will repair any damage to the Premises caused by the Franchisor in removing its Intellectual Property within thirty (30) days of the Landlord's written notification of such damage. In the event the Franchisor fails to remove its Intellectual Property, or any material bearing the Intellectual Property, within fourteen (14) days of the expiration or termination of the Lease, the Landlord may dispose of the same without liability to the Franchisor.

7. **RENEWAL OR AMENDMENTS**

In the event that the Lease is renewed or extended, whether by the Tenant's exercising an option to renew or extend or otherwise, the Landlord and Tenant agree that the Franchisor's written consent shall be required to the terms of such renewal or extension, including, without limitation, the rent payable during any renewal or extension term.

The Landlord and Tenant agree that the Franchisor's written consent shall be required to any amendments of any of the Landlord or Tenant's existing respective rights or obligations to each other under the Lease.

The Landlord and Tenant agree that the Franchisor's written consent shall be required for any assignment of the Lease or sublease of the Premises by the Tenant.

8. **FORMAL LEASE**

In the event that a formal lease has not yet been executed, the Landlord and Tenant agree that the Franchisor's written consent shall be required to the terms of the formal lease. Accordingly, the Tenant agrees that the Landlord shall negotiate the terms of the formal lease directly with the Franchisor and the Tenant agrees to execute the formal lease negotiated by the Landlord and Franchisor and from that point, all references to the "Lease" herein shall refer to the offer to lease until the formal lease is signed.

9. **REGISTRATION**

The Tenant agrees to register on title, at its cost, a notice of the Lease. Such notice shall make reference to the grant of the Option to Assume in favour of the Franchisor. The Tenant shall provide a copy of the draft notice to the Franchisor for its approval prior to registration. The Landlord hereby consents to this registration and agrees to promptly sign any documentation required to effect the registration.

10. **NOTICE**

Any notices, requests, demands or other communications desired, required, authorized or permitted to be given or made hereunder shall be conclusively deemed to have been received by any party hereto and to be effective on the day on which delivered to such party (against receipt therefore) at the address set forth below or at such other address as such party shall specify to the other parties in writing or, in the case of notice by telecopy or email, on the day it was sent at such telecopy number or email address as may from time to time be specified in written notice to the other parties hereto (provided that such day is a Business Day, failing which the Notice shall be deemed given and received on the first Business Day after its transmission).

- (a) if to the Franchisor at:
BeaverTails Canada Inc.
3700 rue St-Patrick, Suite 106
Montreal, Québec
H4E 1A2
Attention: Leasing Manager
Fax No.: 514-392-2223
Email: anthony@beavertails.com
- (b) if to the Landlord at:
The Corporation of the City of Sault Ste Marie.
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1
Attention: Brent Lamming, Director, Community Services
Community Development & Enterprise Services, Community
Services Department,
Fax No.: 705-759-2310
- (a) if to the Tenant at:
1972703 Ontario Inc.
1286 Old Garden River Road
Sault Ste. Marie, ON
P6A 6J8
Attention: Sheila Purvis, President.

11. **FINAL PROVISIONS**

- 11.1 All paragraph headings are instead for convenience only and shall not affect any construction or interpretation of this agreement.
- 11.2 This agreement shall be governed by and interpreted in accordance with the laws of the Province that govern the Franchise Agreement.
- 11.3 The parties hereby agree to do such things and sign and execute such other documents as may be necessary or desirable to carry out all of the provisions of this agreement.
- 11.4 This agreement shall be binding upon and ensure to the benefit of the parties, their heirs, successors and permitted assigns.
- 11.5 This agreement can be assigned by Franchisor to such party as it may designate without Landlord's or Tenant's consent and in such event Franchisor shall thereafter be released from all obligations herein.
- 11.6 This agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when so executed shall be deemed to be an original and all of which counterparts taken together shall constitute the same agreement. Each of said counterparts and this agreement may be executed and delivered electronically, including by facsimile and by .pdf or other common format by email. Either party shall be entitled to call upon the other(s) to circulate and execute "blue pen originals" of said counterparts and/or this agreement at any time and from time to time; provided that neither the circulation nor execution

of such "blue pen originals" shall derogate from the binding nature of the document delivered electronically.

- 11.7 The parties hereto confirm that they have requested that this agreement and all documents related hereto be drafted in English. *Les parties aux présentes ont exigé que cette convention ainsi que tout document connexe soient rédigés en anglais.*

[Balance of page intentionally left blank]

The parties have signed this agreement on the date first hereinabove mentioned.

BEAVERTAILS CANADA INC.

Per: Pino Di Ioia
Pino Di Ioia, President and CEO

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

Per: _____
Matthew Shoemaker
Title: Mayor

Per: _____
Deputy City Clerk - Madison Zuppa
~~Name: Rachel Tyczinski~~
~~Title: City Clerk~~

I/We have authority to bind the
Corporation

1972703 ONTARIO INC.

Per: Sheila Purvis
Name: Sheila Purvis
Title: President

I have the authority to bind the
Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-141

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and 1972703 Ontario Inc.(Sheila Purvis) to lease and operate the BeaverTails restaurant/lounge/retail space at Roberta Bondar Park and to repeal By-law 2019-86.

WHEREAS on April 15, 2019 City Council postponed By-law 2019-85 whose purpose was to authorize an agreement between the City and 1972703 Ontario Inc.(Sheila Purvis) for the provision of a Municipal Capital Facility at Roberta Bondar Park;

AND WHEREAS on April 15, 2019 City Council passed By-law 2019-86, a by-law to provide for the taxation exemption of the property being used by 1972703 Ontario Inc.(Sheila Purvis) located at Roberta Bondar Park as a Municipal Capital Facility;

AND WHEREAS By-law 2019-86 no longer serves any purpose;

NOW THEREFORE 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 Deputy 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 September 18, 2023 between the City and 1972703 Ontario Inc.(Sheila Purvis), a copy of which is attached as Schedule "A" hereto. This Agreement is to lease and operate the BeaverTails restaurant/lounge/retail space at Roberta Bondar Park.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **BY-LAW 2019-86 REPEALED**

By-law 2019-86 is hereby repealed.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

l:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-141 BeaverTails Agreement.docx

Schedule "A"

This Agreement made this 18th day of September, 2023.

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. s.11

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Landlord"
and
1972703 ONTARIO INC.

hereinafter called the "Tenant", and
together with the Landlord, the "parties"

WHEREAS the City has previously entered into agreements for the provision of the Demised Area of the Roberta Bondar Park;

AND WHEREAS it is the City's desire that the Demised Area be operated by a private sector operator;

AND WHEREAS the said corporation wishes to operate the Demised Area as a restaurant/lounge/retail space;

NOW THEREFORE the parties agree as follow:

1) In this Lease:

- a) "Demised Area" shall mean a restaurant/lounge/retail space comprising a portion of the southwest building and surrounding area at Roberta Bondar Park and shown on Schedule "A" consisting of approximately 750 square feet of leasable area.
- b) "Director" shall mean the Director, Community Services, Community Development & Enterprise Services or their delegate.

2) Term:

- a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing October 1, 2023 and expiring September 30th, 2028, on the terms and conditions set out in this Lease. b) Prior to expiry of the Term, but not less than ninety (90) days before expiry, the Tenant, provided it is not then in default of any covenant or obligation herein contained), may give the

Landlord a minimum of ninety (90) days written notice of its desire to renew this Lease for an additional period of five (5) years. Rent shall be adjusted to the annual CPI rate at that time and all other terms and conditions shall remain the same as stated herein. Any such renewal shall be subject to the consent of the Franchisor, pursuant to the Three-Party Agreement (Schedule "B").

c) The Tenant shall provide the Landlord with proof of insurance prior to the commencement of the Term and thereafter annually or upon earlier expiry, thereby providing evidence of continuous insurance coverage. Coverage shall remain in effect for the entire duration of the Term as the Tenant will be occupying the property for the entire Term even though only carrying on business seasonally as set out in Section 3c) below.

3) Rent:

- a) The Tenant shall during the Term, pay the Landlord rent as follows:
 - i) \$586.30 plus HST per month between the months' of May to and including the month of September 2024, for a minimum of a five month season from May 1st to September 30. The parties acknowledge and agree that rent is inclusive of applicable property taxes prorated for the months the Tenant is operating as set out herein;
 - ii) in following 4 years the monthly rate will be adjusted to the annual CPI (Consumer Price Index) rate. Upon renewal rental rate will adjust with the annual CP; and
 - iii) as provided for in Section 3c) below, in the event that the Tenant conducts business from the Demised Area from October to April during the term, the rent payable shall be calculated on a prorated basis by the Landlord and thereafter payable by the Tenant.
- b) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
 - i) The cost of all electrical utilities servicing the location;
 - ii) Its own cleaning costs;
 - iii) Alarm monitoring;
 - iv) Waste disposal, provided however that the Landlord shall ensure that no less than three (3) garbage receptacles exist in the general vicinity of the Demised Area for use by passersby and patrons of the business to deposit trash and rubbish, with responsibility and costs of disposal of such receptacles to be at Landlords expense;
 - v) Applicable Sales taxes; and
 - vi) Maintaining general liability insurance.
- c) The Landlord hereby acknowledges that the Tenant's business will operate on a seasonal basis from May to and including September of each year. The parties shall remain open to an extended operating year from time to time, which agreement shall not be unreasonably withheld by Landlord. Rent and all additional covenants of the Tenant pursuant to this Lease shall apply for any month or days of such an extended season. In the event that the extension is not for an entire month, rent shall be prorated accordingly on a per day basis and shall also be inclusive of any applicable property taxes prorated for such instances.

Late payment or non-payment of rent:

- d) All sums, for rent or otherwise, payable to the Landlord under this Lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
- e) If the Landlord at any time is compelled or elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding based upon any default of the Tenant under this Lease, including any action or proceeding against the Tenant, any reasonable sum including solicitor-and-client costs so paid by the Landlord, together with all interest and damages, shall be payable by the Tenant, except to the extent the Landlord is not successful therein.
- f) If the Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy and Insolvency Act* or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the Lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and/or the Landlord may re-enter and take possession.
- g) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
- h) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

4) Covenants:

- a) The Tenant covenants with the Landlord:
 - i) to pay rent;
 - ii) to pay all internet, and phone, charges supplying the Demised Area if applicable;
 - iii) not to make changes in the Demised Area except in accordance with plans therefore which have been submitted to, and approved by, the Director, such approval not to be unreasonably withheld or delayed and to make any such changes expeditiously in a good and worker like manner (including property clean-up) to the satisfaction of the Director. Tenant shall be permitted, upon approval of all plans, to make all necessary changes to retrofit the Demised Area into a BeaverTails store, including without limitation, the installation of a proper kitchen ventilation system;

- iv) to keep the Demised Area in a clean and well-ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Director;
 - v) to use the Demised Area only for the purposes of operating a BeaverTails® Franchise store, selling all products typically found in other BeaverTails stores in the province, including without limitation, BeaverTails signature pastries with various toppings, poutine, BeaverDogs, ice cream, gelato, hot chocolate, smoothies and other beverages, etc.;
 - vi) not to erect any signs at the Roberta Bondar Park without the written consent of the Director, which consent shall not be unreasonably withheld or delayed;
 - vii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - viii) to take at its own expense all measures necessary to ensure to the Director's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
 - ix) not to store explosive substances on, within, or in proximity to the Demised Area;
 - x) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
 - xi) upon termination of the tenancy any fixtures (save and except trade fixtures) added to the Demised Area will become property of the Landlord unless otherwise agreed to, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Director's satisfaction, any costs or expense will be made against the Tenant;
 - xii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears; and
 - xiii) To maintain in force and good standing during the Term of this Lease a letter of credit in the amount of \$2,000.00 or in the alternative to provide such other security to Landlord as might reasonably be requested.
- b) The Landlord covenants:
- i) The Landlord covenants with the Tenant for quiet enjoyment.
 - ii) The Landlord covenants to keep the foundations, outer walls, roof structure and membrane, down spouts, and gutters of the premises in good repair, to maintain common areas in good order and condition, and to ensure that the plumbing, sewage, and electrical systems are maintained in good repair and in operating condition except to the extent that these are located in the Demised Area, or on the premises of other tenants or occupants, or where

furnished and installed by the Tenant or other tenants or occupants or a public utility or supplier.

- iii) The Landlord covenants and agrees throughout the term of this Lease, it will maintain liability insurance, all risk property insurance (excluding foundations and excavations), boiler and pressure vessel insurance, and other insurance on the building and all property and interest of Landlord in the building as determined by Landlord with coverage in such reasonable amounts as would be carried by a prudent owner of similar premises.

- c) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term. It is hereby acknowledged that all costs and expenses to prepare the basic patio area as outlined in Schedule "A" shall be borne by the Landlord, and that construction has taken place.

- d) The Tenant's hours of operation shall be seven days per week and at such specific hours as may be determined from time to time by the Tenant. The Tenant shall inform the Landlord of material changes to its hours of operations..

5) Landlord right of entry:

- a) The Landlord or any employee or agent of the Landlord, including inspectors for Algoma Public Health, shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
 - i) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - ii) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both: and
 - iii) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.

6) Landlord reservation of rights:

- a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
- b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- d) All rights and remedies of the Landlord under this Lease shall be cumulative and not alternative.

7) Indemnity:

- a) The Tenant shall completely indemnify and save harmless the Landlord, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever

caused that the Landlord, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Tenant, its employees, agents or officers or as a result of the performance of this Lease by the Tenant, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Tenant, its employees, agents or officers whether or not the Landlord is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

- b) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Act, R. S. O. 1990, c. C.30, in connection with any work commissioned by the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
- d) The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this indenture.

8) Insurance:

- a) The Tenant agrees to maintain at all times during the currency of this Lease Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The Landlord shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Director, shall be provided to the Landlord prior to the commencement of the Lease Term.
- b) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.

- c) The Tenant shall also maintain fire and extended insurance coverage on all property of the Tenant, or for which the Tenant is legally liable, or which is installed by the Tenant, including without limitation, stock in trade, furniture, equipment, partitions, trade fixtures and leasehold improvements, in an amount not less than the full replacement cost thereof. Further the Tenant shall ensure that adequate coverage is in place to cover all of its contents in the Demised Area.

9) Notice:

- a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:

Brent Lamming
Director, Community Services
Community Development & Enterprise Services
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant
to:

1972703 Ontario Inc.
Attention: Sheila Purvis
1286 Old Garden River Road
Sault Ste. Marie, Ontario P6A 6J8

or to such other address as either party may notify the other of in writing, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st business day following the date of faxing.

10) Termination of the Term:

- a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this Lease to the other with respect to any obligation under this Lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease other than as set out in this Lease which constitutes the entire agreement between the parties

concerning the Demised Area and which may be modified only by further written agreement under seal.

- c) The provisions of this Lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns. The Tenant shall not assign the Lease without the advance written consent of the Landlord except as provided under the Three-Party Agreement.
- d) The authority of the Director shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Director shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

11) Damage to Demised Area:

- a) If and whenever the Demised Area shall be damaged by fire or other cause to such an extent that the Demised Area shall not be capable with due diligence of being repaired, restored or rebuilt within a period of 180 days after the occurrence of such damage, then either the Landlord or the Tenant may terminate this Lease upon thirty (30) days written notice to the other given within forty-five (45) days of the date of such occurrence and the Tenant shall thereupon immediately surrender the Demised Area and this Lease to the Landlord and rent shall be apportioned to the date of such damage.
- b) If and whenever the premises shall be damaged by fire or other cause to such an extent that it shall not be capable with due diligence of being repaired, restored or rebuilt within a period of 180 days after the occurrence of such damage, the Landlord may terminate this Lease upon thirty (30) days written notice given within forty-five (45) days after the occurrence of such damage and the Tenant shall thereupon immediately surrender the Demised Area and this Lease to the Landlord and the rent shall be apportioned to the date of such termination, unless the Demised Area shall also have been damaged to the extent of rendering them completely useless for the purpose for which they were leased in which event rent shall be apportioned to the date of such damage;
- c) PROVIDED that if the premises and/or Demised Area can in the opinion of the Landlord's architect with due diligence be repaired, restored or rebuilt within such period of 180 days, the Landlord shall rebuild the premises and/or Demised Area; PROVIDED FURTHER that if the Landlord becomes obliged to rebuild the premises and/or Demised Area pursuant to this provision the Landlord, in lieu of rebuilding the buildings and improvements constituting the premises in the same form as they were previously built, the Landlord shall be entitled to build a new building in accordance with any plan chosen by the Landlord so long as the floor area of the premises to be constructed is not substantially less than the floor area of the original premises, and provided that the Demised Area are rebuilt to approximately the same size and with similar access and visibility to the public.
- d) The certificate of a professional engineer or architect retained by the Landlord as to whether any part of the premises shall be capable with due diligence of being repaired, restored, or rebuilt within any of the periods of time above-mentioned shall be conclusive and binding on both the Landlord and Tenant for the purposes

of this clause. If the Landlord shall obtain such certificate, or if the Tenant shall obtain such certificate, or if the Tenant shall immediately after the occurrence of such damage require the Landlord to obtain such certificate, the Landlord shall obtain the certificate and notify the Tenant that it has been obtained within thirty (30) days after the date of such damage.

- e) If the Demised Area is damaged by fire or other cause and notice to terminate this Lease shall not have been duly given as herein provided, the Landlord shall repair the Demised Area, excluding Tenant's fixtures, with all reasonable speed and (i) if the damage is such as to render the Demised Area wholly unfit for occupancy, all rent hereunder shall cease from the occurrence of such damage until the completion of repairs to the Demised Area by the Landlord; (ii) if the damage is such that the Demised Area can be partially used by the Tenant, the base rent payable hereunder, shall abate in proportion to the nature and extent of the damage from the time of the occurrence thereof until the completion of repairs to the Demised Area by the Landlord; and, (iii) upon completion of repairs to the Demised Area by the Landlord all rent under this Lease shall recommence within sixty (60) days of such completion or at the reopening of the Demised Area for business, whichever shall first occur.

12) Conditions of Lease:

- a) This Lease shall be conditional on the following:
 - i. Inspection and approval of the Demised Area by the Tenant and its agents (which approval shall be in Tenants sole discretion) within 30 days of execution of this Lease. Unless Tenant gives notice in writing to Landlord within 30 days of execution hereof that this condition is fulfilled, this Lease shall be null and void and all monies paid by Tenant to Landlord shall be returned in full and without deduction;
 - ii. The Tenant obtaining the written consent of the Franchisor, BeaverTails Canada Inc., to the terms of the within Lease within 30 days of execution of this Lease. Unless Tenant gives notice in writing to Landlord within 30 days of execution hereof that this condition is fulfilled, this Lease shall be null and void and all monies paid by Tenant to Landlord shall be returned in full and without deduction;
 - iii. The Landlord, Tenant, and Franchisor (BeaverTails Canada Inc.) entering into the Three-Party Agreement, a copy of which is attached hereto as Schedule "B".
- b) The Landlord shall cooperate with the Tenant and provide the Tenant and its agents with reasonable access during business hours to the Demised Area in order that it may inspect the Demised Area.

13) Registration:

- a) The Tenant shall be permitted, at its option and expense, to register notice of this Lease on title to the Demised Area with the Ontario Land Registry Office. Provided however that should such registration occur, costs of removal of such notice shall be borne by the Tenant or its successors or permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

**THE CORPORATION OF THE
CITY OF SAULT STE MARIE**
"Landlord"

MAYOR - MATTHEW SHOEMAKER

~~CLERK - RACHEL TYGZINSKI~~

Deputy City Clerk - Madison Zuppa

1972703 ONTARIO INC.
"Tenant"

Sheila Purvis

Per: Sheila Purvis

Title: President

"I have authority to bind the Corporation"

Schedule "A"

Appendix A



Areas circled in yellow denote area to be licensed under AGCO.
Below the flower bed area will be removed; replaced with patio stone for seating area base and a section of the concrete surround will be cut out for access (red circled area below).
Additional railing will be added on the curved concrete to surround the seating area.



Schedule "B"

THREE PARTY AGREEMENT BETWEEN LANDLORD, TENANT, AND FRANCHISOR

THREE PARTY AGREEMENT

THIS AGREEMENT made this 18th day of September, 2023.

AMONG:

QUEUES DE CASTOR / BEAVERTAILS CANADA INC., a corporation incorporated under the laws of Canada, having its head office at 3700 rue St-Patrick, Suite 106, Montreal, Province of Québec H4E 1A2;
(the "**Franchisor**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE, a corporation incorporated under the laws of Ontario, having its head office at 99 Foster Drive, Sault Ste. Marie, ON P6A 5N1;

(the "**Landlord**")

- and -

1972703 ONTARIO INC., a corporation incorporated under the laws of Ontario, having its head office at 1286 Old Garden River Road; Sault Ste. Marie ON, P6A 6J8

(the "**Tenant**")

WHEREAS the Franchisor has entered into a franchise agreement with the Tenant on March 27th, 2019 (the "**Franchise Agreement**") in view of the operation of a Beavertails® franchised business located at 65 Foster Drive, in the City of Sault Ste. Marie, Province of Ontario P6A 5N1 (the "**Premises**");

WHEREAS the Tenant and the Landlord entered into a lease agreement dated September 18th, 2023 (the "**Lease**") for the Premises.

NOW THEREFORE the parties agree as follows:

1. NOTICE OF DEFAULT AND RIGHT TO CURE

The Landlord shall give written notice to the Franchisor of any default by the Tenant under the Lease and the Franchisor shall have the right to cure such default for an additional fifteen (15) days after the date that is the later of either (i) the expiration of the period during which the Tenant may cure such default or (ii) fifteen (15) days following its receipt of such notice from the Landlord, if the Landlord is not bound to give any notice to cure or any delay to cure pursuant to the Lease, as the case may be.

2. **NOTICE OF TERMINATION OR NON-RENEWAL**

In the event that (i) the Landlord wishes to terminate the Lease due to a default by the Tenant, including in the event of any default by the Tenant that cannot be cured, or for any other reason whatsoever other than the expiry of its term, or (ii) the Tenant elects not to renew the Lease or extend the term of the Lease in the event that the Lease contains a renewal or extension option for the benefit of the Tenant, then the Landlord shall give written notice to the Franchisor of such intent to terminate, or non-renewal or non-extension, as the case may be, and shall not issue any notice of termination or expiration of the Lease without giving the Franchisor fifteen (15) days to exercise its Option to Assume, as set-out below. In the event of a default by the Tenant that cannot ordinarily be cured, the Landlord agrees that the exercise of the Option to Assume by the Franchisor shall be deemed to cure such default.

3. **TERMINATION OR NON-RENEWAL OF FRANCHISE AGREEMENT**

Notwithstanding anything to the contrary contained in the Lease, it is expressly understood and agreed by the parties that if the Franchise Agreement is terminated, is not renewed or expires for any reason whatsoever, the Franchisor shall have sixty (60) days to exercise its Option to Assume, as set-out below.

4. **OPTION TO ASSUME**

The Landlord and the Tenant, for good and valuable consideration, hereby grant an option to the Franchisor (or its nominee) to assume the Tenant's rights in the Lease (the "**Option to Assume**") upon the occurrence of the events described in Section 2 or 3 herein. The Option to Assume may be exercised by the Franchisor (or its nominee) by giving the Landlord notice in writing of its exercise of the Option to Assume within the time limits set-out in sections 2 and 3, as the case may be. The Tenant acknowledges and agrees that the Landlord may rely upon such notice and shall not be required to inquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice shall, without further act or formality, operate as an effective assignment in favour of the Franchisor (or its nominee) of the Tenant's rights under the Lease and the assumption by the Franchisor (or its nominee) of the covenants therein required to be observed or performed by the Tenant only from the date of such assignment, without any prior liability thereto and without the Tenant having any further rights under the Lease except that the Tenant shall remain fully liable and shall pay immediately to the Franchisor (or its nominee) any and all costs or expenses, including without limitation any rental payments made to Landlord or incurred by the Franchisor (or its nominee) in order to assume the Lease. Notwithstanding the foregoing, the Franchisor (or its nominee) shall, forthwith upon exercise of the Option to Assume, execute such documents evidencing its agreement to keep and perform or cause to be kept or performed all of the obligations of the Tenant arising under this Lease from and after the time of the exercise of the Option to Assume as may be required by the Landlord. The Tenant hereby irrevocably appoints the Franchisor (or its nominee) as its agent and attorney to execute any and all documents, if any, on its behalf necessary to complete said assignment. The Franchisor (or its nominee) shall thereafter have the right to assign the Lease or sublease the Premises to such party as it may designate without the Landlord's consent and in such event the Franchisor (or its nominee) shall thereafter be released from all obligations under the Lease.

Notwithstanding any provision in the Lease to the contrary, during the period the Franchisor (or its nominee) is the tenant under the Lease, any provision under the Lease requiring continuous operation of the Premises shall not be enforceable against the Franchisor (or its nominee). The Franchisor (or its nominee) shall have the right to operate the Premises during the business hours determined by the Franchisor (or its nominee) in its discretion.

In addition, and notwithstanding any provision in the Lease to the contrary, during the period the Franchisor (or its nominee) is the tenant under the Lease, any provision under the Lease which requires the Tenant, at its costs, at the expiry of the term of the Lease, or any renewal or extension thereof, to remove any tenant improvements, repairs or alterations to the Premises shall not be enforceable against the Tenant, however the Franchisor (or its nominee) shall have the right, pursuant to Section 6 of this Agreement, to remove any tenant improvements, repairs or alterations to the Premises.

5. REPORTS

The Tenant hereby agrees that the Landlord may, upon the written request of the Franchisor, disclose to the Franchisor all reports, information or data in the Landlord's possession respecting sales made in, upon or from the Premises.

6. FRANCHISOR'S RIGHTS OF ENTRY

The Landlord grants the Franchisor the right, in the event of the termination of the Franchise Agreement or of the Lease for any reason whatsoever, to enter and secure the Premises and its contents. In addition, in the event of the termination of the Franchise Agreement, the Landlord grants the Franchisor the right to enter onto the Premises to operate the business on an interim basis. The Landlord hereby acknowledges and agrees that any entry by the Franchisor pursuant to this section shall not constitute a breach of the Lease nor shall it be deemed a taking of possession of the Premises or exercise of the Option to Assume.

Where the Premises are located in the Province of Québec, the Franchisor shall not be liable towards the Franchisee for any damages or losses resulting from such temporary operation of the Franchised Business by the Franchisor. The provisions relating to the administration of third-party property or the mandate stipulated in the Civil Code of Québec shall not apply to the operation of the Franchised Business by the Franchisor under this section, such operation being carried out by the Franchisor only for its own account, and not on behalf of the Franchisee.

Upon the expiration, cancellation or termination of the Lease or Franchise Agreement, neither Tenant nor Landlord will retain any right, title or interest in Franchisor's, or as the case may be, Franchisor's affiliate's, intellectual property, including but not limited to its operations manual (and all directives and sub-manuals contained therein), trademarks, trade-dress, patents or copyrighted materials (the "**Intellectual Property**"). Notwithstanding and without limitation to any rights of the Franchisor pursuant to the Option to Assume, upon the expiration, cancellation or termination of either the Lease or the Franchise Agreement, if the Franchisor shall require, the Landlord shall cooperate with and assist the Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to the Landlord, to remove all Intellectual Property, or any good or material bearing the Intellectual Property, and to make changes to de-identify the Premises as a "Beavertails" franchised business. In the event that the Franchisor exercises its option under the Franchise Agreement to purchase the assets of the Tenant, then the Landlord will permit the Franchisor to remove all such assets being purchased by the Franchisor. The

Franchisor will repair any damage to the Premises caused by the Franchisor in removing its Intellectual Property within thirty (30) days of the Landlord's written notification of such damage. In the event the Franchisor fails to remove its Intellectual Property, or any material bearing the Intellectual Property, within fourteen (14) days of the expiration or termination of the Lease, the Landlord may dispose of the same without liability to the Franchisor.

7. RENEWAL OR AMENDMENTS

In the event that the Lease is renewed or extended, whether by the Tenant's exercising an option to renew or extend or otherwise, the Landlord and Tenant agree that the Franchisor's written consent shall be required to the terms of such renewal or extension, including, without limitation, the rent payable during any renewal or extension term.

The Landlord and Tenant agree that the Franchisor's written consent shall be required to any amendments of any of the Landlord or Tenant's existing respective rights or obligations to each other under the Lease.

The Landlord and Tenant agree that the Franchisor's written consent shall be required for any assignment of the Lease or sublease of the Premises by the Tenant.

8. FORMAL LEASE

In the event that a formal lease has not yet been executed, the Landlord and Tenant agree that the Franchisor's written consent shall be required to the terms of the formal lease. Accordingly, the Tenant agrees that the Landlord shall negotiate the terms of the formal lease directly with the Franchisor and the Tenant agrees to execute the formal lease negotiated by the Landlord and Franchisor and from that point, all references to the "Lease" herein shall refer to the offer to lease until the formal lease is signed.

9. REGISTRATION

The Tenant agrees to register on title, at its cost, a notice of the Lease. Such notice shall make reference to the grant of the Option to Assume in favour of the Franchisor. The Tenant shall provide a copy of the draft notice to the Franchisor for its approval prior to registration. The Landlord hereby consents to this registration and agrees to promptly sign any documentation required to effect the registration.

10. NOTICE

Any notices, requests, demands or other communications desired, required, authorized or permitted to be given or made hereunder shall be conclusively deemed to have been received by any party hereto and to be effective on the day on which delivered to such party (against receipt therefore) at the address set forth below or at such other address as such party shall specify to the other parties in writing or, in the case of notice by telecopy or email, on the day it was sent at such telecopy number or email address as may from time to time be specified in written notice to the other parties hereto (provided that such day is a Business Day, failing which the Notice shall be deemed given and received on the first Business Day after its transmission):

- (a) if to the Franchisor at:
BeaverTails Canada Inc.
3700 rue St-Patrick, Suite 106
Montreal, Québec
H4E 1A2
Attention: Leasing Manager
Fax No.: 514-392-2223
Email: anthony@beavertails.com

- (b) if to the Landlord at:
The Corporation of the City of Sault Ste Marie.
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1
Attention: Brent Lamming, Director, Community Services
Community Development & Enterprise Services, Community
Services Department,
Fax No.: 705-759-2310

- (a) if to the Tenant at:

1972703 Ontario Inc.
1286 Old Garden River Road
Sault Ste. Marie, ON
P6A 6J8
Attention: Sheila Purvis, President.

11. **FINAL PROVISIONS**

- 11.1 All paragraph headings are instead for convenience only and shall not affect any construction or interpretation of this agreement.
- 11.2 This agreement shall be governed by and interpreted in accordance with the laws of the Province that govern the Franchise Agreement.
- 11.3 The parties hereby agree to do such things and sign and execute such other documents as may be necessary or desirable to carry out all of the provisions of this agreement.
- 11.4 This agreement shall be binding upon and ensure to the benefit of the parties, their heirs, successors and permitted assigns.
- 11.5 This agreement can be assigned by Franchisor to such party as it may designate without Landlord's or Tenant's consent and in such event Franchisor shall thereafter be released from all obligations herein.
- 11.6 This agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when so executed shall be deemed to be an original and all of which counterparts taken together shall constitute the same agreement. Each of said counterparts and this agreement may be executed and delivered electronically, including by facsimile and by .pdf or other common format by email. Either party shall be entitled to call upon the other(s) to circulate and execute "blue pen originals" of said counterparts and/or this agreement at any time and from time to time; provided that neither the circulation nor execution

of such “blue pen originals” shall derogate from the binding nature of the document delivered electronically.

- 11.7 The parties hereto confirm that they have requested that this agreement and all documents related hereto be drafted in English. *Les parties aux présentes ont exigé que cette convention ainsi que tout document connexe soient rédigés en anglais.*

[Balance of page intentionally left blank]

The parties have signed this agreement on the date first hereinabove mentioned.

BEAVERTAILS CANADA INC.

Per: Pino Di Ioia
Pino Di Ioia, President and CEO

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

Per: _____
Matthew Shoemaker
Title: Mayor

Per: _____
Deputy City Clerk - Madison Zuppa
~~Name: Rachel Tyczinski~~
~~Title: City Clerk~~

I/We have authority to bind the
Corporation

1972703 ONTARIO INC.

Per: Sheila Purvis
Name: Sheila Purvis
Title: President

I have the authority to bind the
Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-147

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 534 Third Line East (Reghold Corporation/Rejean Bernard).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **534 THIRD LINE EAST; LOCATED ON THE NORTH SIDE OF THIRD LINE EAST APPROXIMATELY 294 METERS WEST OF THE INTERSECTION OF THIRD LINE EAST AND GREAT NORTHERN ROAD; CHANGE FROM RA TO M2.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 112/1-127 of Schedule “A” to By-law 2005-150, is changed from RA (Rural Area) zone to M2.S (Medium Industrial) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding section (433) and heading as follows:

“433-534 Third Line East

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Third Line East approximately 294 metres west of the intersection of Third Line East and Great Northern Road and having civic no. 534 Third Line East and outlined and marked “Subject Property” on the map attached as Schedule 433 hereto is changed from RA (Rural Area) zone to M2.S (Medium Industrial) zone with a Special Exception to permit the use of Road Transportation and Warehousing only and accessory uses thereto.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

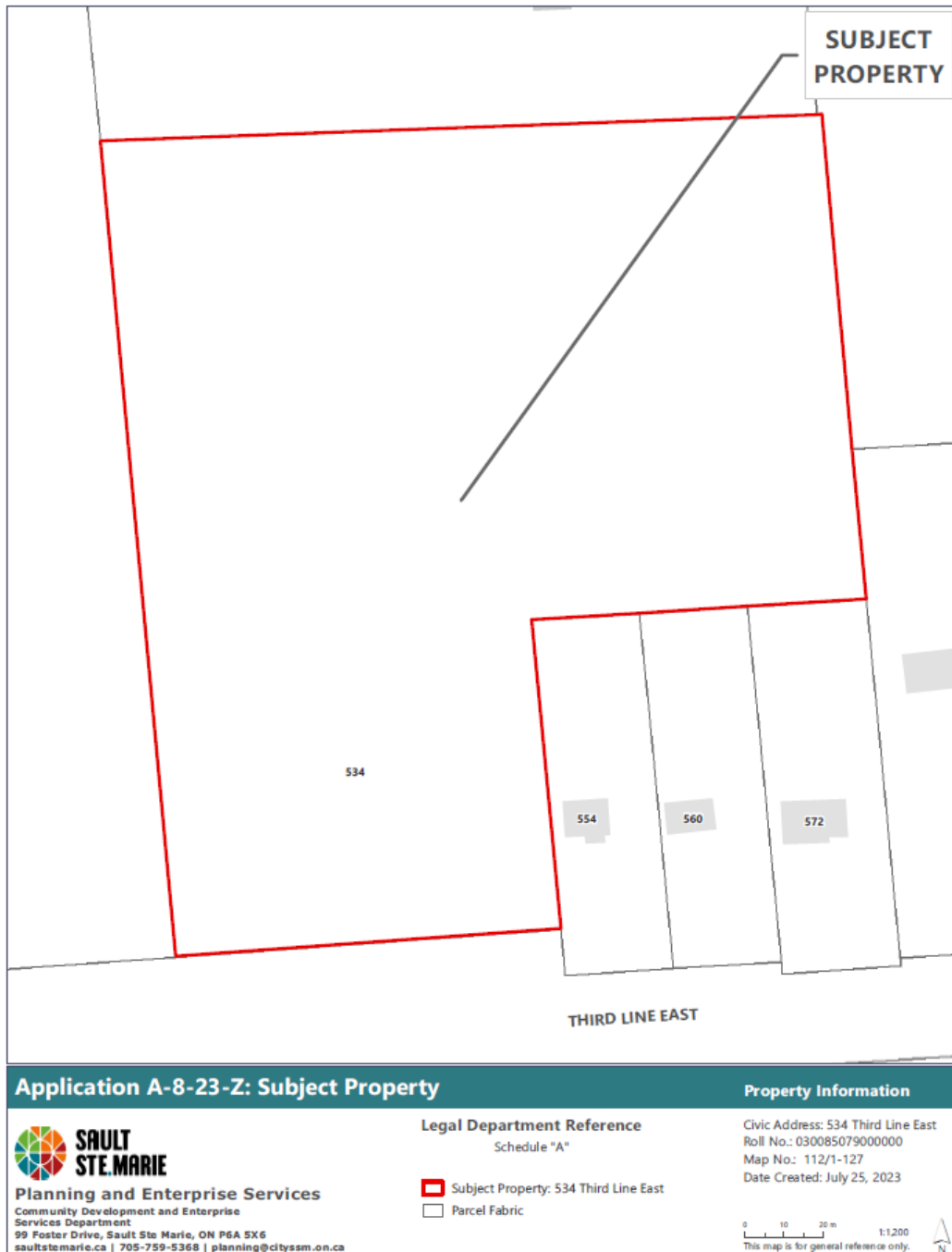
PASSED in Open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

l:\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2023\Third Line East, 534\Zoning By-law 2023-147.docx

SCHEDULE "A" TO BY-LAW 2023-147 AND
SCHEDULE 433 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-148

DEVELOPMENT CONTROL: A by-law to designate the lands located at 534 Third Line East an area of site plan control (Reghold Corporation).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

lv \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2023\Third Line East, 534\DC By-law 2023-148.docx

SCHEDULE "A" TO BY-LAW 2023-148



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-149

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Old Garden River Road (Daniel Fremlin Holdings Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **207 OLD GARDEN RIVER ROAD; LOCATED ON THE SOUTH SIDE OF OLD GARDEN RIVER ROAD, APPROXIMATELY 177 METRES (580') NORTHEAST OF SECOND LINE EAST; CHANGE FROM R2 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 85/1-95 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding the following section (434) and heading as follows:

"434-207 Old Garden River Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Old Garden River Road, approximately 177 (580') metres northeast of Second Line East and having civic no. 207 Old Garden River Road and outlined and marked "Subject Property" on the map attached as Schedule 434 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to reduce the required parking ratio of 1.25 to 1 space per dwelling unit."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

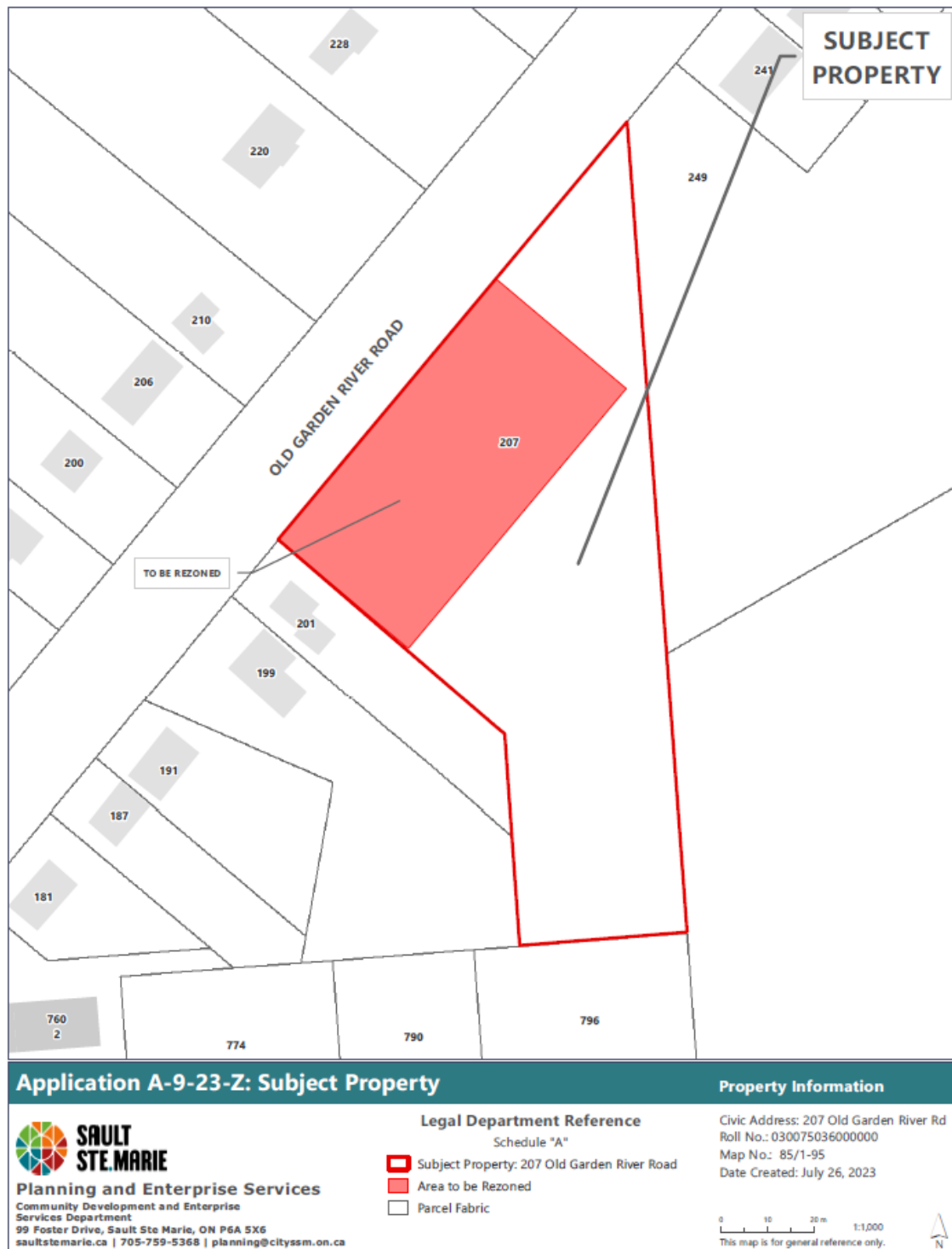
PASSED in Open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2023\Old Garden River Road, 207\2023-149 Zoning by-law.docx

**SCHEDULE "A" TO BY-LAW 2023-149 AND
SCHEDULE 434 TO BY-LAW 2005-151**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-150

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots and lane in the **Bayview 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 **Bayview Subdivision** was registered in the Land Titles Division on **November 14, 1901 as Plan 1751**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Bayview 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 BAYVIEW SUBDIVISION DEEMED NOT REGISTERED**

LT 11-13 BLK 11 PL 1751 KORAH; PT LANE BLK 11 PL 1751 KORAH CLOSED BY T220708 PT 2 & 3 1R4853; SAULT STE. MARIE, 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*. (Civic 724 Bonney Street and abutting lane). The said lots and lane 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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-150 Deeming for Habitat for Humanity (724 Bonney Street Surplus).docx

[illegible]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-151

TAXATION EXEMPTION: A by-law to provide for the taxation exemption for the Mill Market Sault Ste. Marie at 73 Brock Street as a Municipal Capital Facility.

WHEREAS subsection 110(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, authorizes a local municipality to enter into a Municipal Capital Facilities agreement;

AND WHEREAS section 110(6) of the *Municipal Act, 2001* authorizes a municipality to exempt all or part of a Municipal Capital Facility from taxes levied for municipal and school purposes;

AND WHEREAS section 6(1)(b) of O. Reg. 603/06 authorizes the said taxation exemption for municipal capital facilities only where the municipal council declares such municipal capital facilities for public use;

AND WHEREAS the agreement between The Corporation of the City of Sault Ste. Marie and the Mill Market Sault Ste. Marie dated July 10, 2023 declared the Mill Market Sault Ste. Marie located at 73 Brock Street, PIN 31542-0389 (LT), BEING FIRSTLY: LOTS 6-8 PLAN 138 ST. MARY'S; S 1/2 LOT 5 PLAN 138 ST. MARY'S; SECONDLY: 2 FOOT RESERVE PLAN 138 ST. MARY'S; 2 FOOT RESERVE PLAN 366MCD ST. MARY'S; PART LANE PLAN 138 ST. MARY'S; PART LANE PLAN 366MCD ST. MARY'S PART 1,4,5 & 8 1R9480 CLOSED BY T388549; PART LOT 11 PLAN 366MCD ST. MARY'S PART 1 PLAN 1R9277; S/T & T/W T404811; S/T T240452, T240561, T392044, T393283; CITY OF SAULT STE. MARIE identified as assessment roll number 57-61-020-042-201 and operates Soo Market along with associated parking on the Subject Site thereon which services the residents of the City as a Municipal Capital Facility for cultural, recreational or tourist purposes for the public;

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

1. **EXEMPTION FROM TAXATION**

The lands in the City of Sault Ste. Marie known as the Mill Market Sault Ste. Marie, located at 73 Brock Street, operating as Soo Market along with associated parking on the Subject Site is exempted from taxation for municipal and school purposes for the lands and municipal capital facilities thereon.

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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-151 TAXATION EXEMPTION.DOC

Schedule A

THIS AGREEMENT made this 10th day of July, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

- and -

MILL MARKET SAULT STE. MARIE

(hereinafter called the "Mill Market")

WHEREAS the City is the owner of the lands in the City of Sault Ste. Marie known as 73 Brock Street PIN 31542-0389 (LT), BEING FIRSTLY: LOTS 6-8 PLAN 138 ST. MARY'S; S 1/2 LOT 5 PLAN 138 ST. MARY'S; SECONDLY: 2 FOOT RESERVE PLAN 138 ST. MARY'S; 2 FOOT RESERVE PLAN 366MCD ST. MARY'S; PART LANE PLAN 138 ST. MARY'S; PART LANE PLAN 366MCD ST. MARY'S PART 1,4,5 & 8 1R9480 CLOSED BY T388549; PART LOT 11 PLAN 366MCD ST. MARY'S PART 1 PLAN 1R9277; S/T & T/W T404811; S/T T240452, T240561, T392044, T393283; CITY OF SAULT STE. MARIE identified as assessment roll number 57-61-020-042-20100 and operates an existing Farmers' Public Market along with associated parking on the Subject Site thereon which services the residents of the City;

AND WHEREAS subsection 110(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (hereinafter called "the Act") provides that the Council of a municipality may enter into agreements for the provision of "municipal capital facilities" by any person and Ontario Regulation 603/06 provides that such an agreement can be entered into for a municipal capital facility used for the provision of cultural, recreational or tourist purposes (s.2, para. 16 of O.Reg. 603/06).

AND WHEREAS the City and the Mill Market have been cooperating and working together to continue to provide a local cultural, recreational or tourist attraction in order to encourage community cohesiveness.

NOW THEREFORE the parties hereto agree as follows:

1. This is an agreement for the provision of a municipal capital facility by the City under s.110(1) of the *Act*.
2. The municipal capital facility is a cultural, recreational and tourist center, known as the Mill Market, serving cultural, recreational and tourism purposes for the public;
3. The City shall cause its Clerk to give the necessary notice of the by-law permitting the City to enter into this agreement to the Minister of Finance as provided for in s.110(5) of the *Act*.

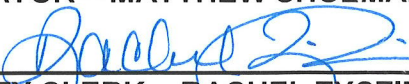
4. Upon the signing of this Agreement, the City shall pass a by-law under s.110(6) of the *Act* and s.6(1)(b) of O.Reg.603/06 exempting the Mill Market from taxation for municipal and school purposes for the lands and the municipal capital facilities thereon, with the sole exception of the business, retain and operating offices shown:
 - a. on the attached map which is marked as Schedule "A" hereto.
5. The City shall, upon the passing of the tax exemption by-law referred to above, cause its Clerk to give written notice of the contents of the by-law to the entities, as required under s. 110(8) of the *Act*.
6. If the lands are no longer used for the provision of cultural, recreational or tourist purposes for the benefit of the public, the City may at its discretion determine to remove the tax exemption status implemented pursuant to paragraph 4 herein. If the Mill Market terminates or allows the expiry of the lease agreement between themselves and the City for use of the Mill Market, the tax benefits of this Agreement shall no longer be in force; and
7. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2023-124

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


MAYOR – MATTHEW SHOEMAKER


CITY CLERK – RACHEL TYCZINSKI

MILL MARKET SAULT STE. MARIE


DENISE MARTEL, BOARD VICE-CHAIR


MEGAN TRUDEAU, TREASURER

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-152

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd., London ON for Professional Services for the UV Upgrade East End Water Pollution Control Plant.

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 September 18, 2023 between the City and AECOM Canada Ltd., London ON, a copy of which is attached as Schedule "A" hereto. This Agreement is for Professional Services for the UV Upgrade East End Water Pollution Control Plant.

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 18th day of September, 2023.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"

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

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

*2020
(VERSION 3.1)*

Please enter the title of the project/ assignment

East End Water Pollution Control Plant - UV Upgrade

Table of Contents

DEFINITIONS..... 4

ARTICLE 1 - GENERAL CONDITIONS 5

ARTICLE 2 – SERVICES TO BE PROVIDED 12

ARTICLE 3 - FEES AND DISBURSEMENTS13

ARTICLE 4 – FORM OF AGREEMENT17

ARTICLE 5 – SCHEDULES..... 18

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 18th day of September 20 23

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

To provide design and contract administration services for replacement of the existing UV system at the East End WWTP.

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

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

DEFINITIONS

1. **Client**

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

2. **Engineer**

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

3. **Municipal Engineers Association (MEA)**

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

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

5. **Order of Precedence:**

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

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

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

1.2 **Compensation**

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

1.3 **Staff and Methods**

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

1.4 **Drawings and Documents**

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

1.5 **Intellectual Property**

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

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

1.6 **Records and Audit**

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

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

1.7 Changes and Alterations and Additional Services

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

1.8 Delays

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

1.9 Suspension or Termination

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

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

1.10 Indemnification

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

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

1.11 Insurance

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

- a) Comprehensive General Liability and Automobile Insurance

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

b) **Professional Liability Insurance**

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

c) **Additional Coverage**

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

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

1.12 Force Maieure

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

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

1.13 Contracting for Construction

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

1.14 Assignment

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

1.15 Previous Agreements

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

1.16 Approval by Other Authorities

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

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

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

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

1.19 Publication

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

1.20 Confidential Data

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

1.21 Dispute Resolution

1) Negotiation

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

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

2) Mediation

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

3) Arbitration

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

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

4) Adjudication

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

1.22 **Time**

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

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

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 **Monthly Reporting of Progress**

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

1.24 Additional Conditions

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

N/A

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.

Refer to the attached AECOM proposal dated August 24, 2023 re: East End Water Pollution Control Plant Professional Services for UV Upgrade

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

Refer to the attached AECOM proposal dated August 24, 2023 re: East End Water Pollution Control Plant Professional Services for UV Upgrade

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

3.2 Basis of Payment for this agreement

Fees Calculated on Time

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

3.2.1 Fees Calculated on a Percentage of Cost Basis

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

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

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

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

b) Time Expended

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

3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 698,357 plus, applicable taxes made up as follows:
 - (i) \$ 698,357 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ 0 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

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

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

3.2.5 Lump Sum Basis

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

milestone achieved as detailed in the RFP.

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

3.3 Payment

3.3.1 Fees Calculated on a Time Basis 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 3 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 12 months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum Does Not Apply

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 2 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This _____ Day of _____, 20____

Signature		Signature	
Name	Rick Talvitie, P. Eng.	Name	
Title	Associate Vice President	Title	

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 18th Day of September, 2023

Signature		Signature	
Name	Matthew Shoemaker	Name	Madison Zuppa
Title	Mayor	Title	Deputy City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

Attached
☒
☐
☒
☒
☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:

"Included in the fee, the Engineer shall be reimbursed at cost 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.

"In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

East End Water Pollution Control Plant

Professional Services for UV Upgrade

The Corporation of the City of Sault Ste. Marie

Proposal number: 2023PWE-ENG-03-P

August 24, 2023



August 24, 2023

AECOM Canada Ltd.
Citi Plaza, 250 York Street
London, ON N6A 6K2
T +1 (519) 673 0510
F +1 (519) 673 5975

The Corporation of the City of Sault Ste. Marie
Online submission via email to proposals.purchasing@cityssm.on.ca

Our Reference: 04010224.2372

**Re: East End Water Pollution Control Plant UV Upgrade
Request for Proposals No. 2023PWE-ENG-03-P**

Dear Catherine,

AECOM Canada Ltd. (AECOM) is pleased to submit for the City's review and consideration our proposal to provide professional services for the East End Water Pollution Control Plant (WPCP) UV Upgrade. Our response has been prepared following careful review of your request for proposal documents issued August 4, 2023. Our response outlines our experience and ability to complete this multi-disciplinary project expeditiously and efficiently for the City. Highlights of our proposal include:

- ▶ Team members who have worked numerous projects of this nature, including the recent installation of TrojanUVSigna units at the Greenway WWTP in London, Ontario. **Neil Awde**, our Project Director, **Cristina Alfano**, our Process Lead, and **Jake van Heerwaarden**, our Contract Administrator, were intimately involved in the design and construction of the upgrade at Greenway, which achieved Substantial Completion in May 2023 and is currently in the warranty period.
- ▶ Team members who are intimately familiar with the East End WPCP through previous and ongoing work. **Phil Spencer**, our Project Delivery Lead, was involved in the conceptual design components of this assignment in addition to other projects at the plant and with the City of Sault Ste. Marie. **John Griffiths** will provide part-time site inspection services through the construction period and provide insight alongside **Rick Talvitie** during the design period, as required. Others on our project team have been involved with the ongoing Mixing System Upgrades, Wastewater Master Plan, and previous plant upgrades throughout their tenure with AECOM.
- ▶ A strong delivery team focused on expedited project delivery to ensure the new UV units are installed and commissioned by early 2025. **Phil Spencer**, our Project Delivery Lead, has successfully coordinated and delivered comprehensive detailed designs of water and wastewater infrastructure upgrade and renewal projects in short timelines. His outstanding attention to detail and ability to identify and solve cross-discipline design issues will be a key factor in providing the expedited design for this project.
- ▶ The breadth of technical resources necessary to address the many issues and deliverables expected for this project from a technical, environmental, economic, and construction perspective, and the ability to do so expeditiously to replace the aging UV infrastructure in a timely manner. As a full-service firm, AECOM's team carries the full suite of engineers necessary to service all aspects of this assignment.

For these reasons, we welcome this opportunity to work together with the City of Sault Ste. Marie to complete this project which will renew infrastructure that helps protect the water quality of the St. Marys River. We look forward to the next stage of your evaluation process. Should you have any questions regarding our submission, please do not hesitate to contact our **Project Manager, Neil Awde**, by cell at 519-476-6052, or by email at neil.awde@aecom.com.

Yours sincerely,
AECOM Canada Ltd.

Digitally signed
by Awde, Neil
Date: 2023.08.24
12:25:09 -04'00'

Neil Awde, P.Eng.
Associate Vice President, Operations Manager,
Water, Central Canada

Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

If performance of the Services is affected by causes beyond AECOM's reasonable control ("Force Majeure"), the project schedule and the compensation shall be equitably adjusted to compensate AECOM for any reasonable increase in the time and costs necessary to perform the services. Force Majeure shall include, but not be limited to "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g., SARS Cov-2), disease (e.g., COVID-19), plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure events).

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

AECOM Canada Ltd. is a wholly owned subsidiary of AECOM (NYSE: ACM). As with any large engineering company, AECOM's operating companies may become involved in claims, litigation, and alternative dispute resolutions (hereinafter "Claims").

AECOM does not comment on pending or past Claims for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled Claims, which often are associated with confidentiality and non-disclosure agreements.

AECOM maintains adequate insurance for its professional services. Further, AECOM has no reason to believe that any of the Claims could reasonably be expected to materially impact AECOM's ability to perform services under this or any other contract. If you have further questions, please let us know.

© 2023 AECOM Canada Ltd. All Rights Reserved.
This proposal may contain confidential information and may not be provided to anyone other than the addressee and its employees without AECOM's written consent.

Prepared for:

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

Prepared by:

AECOM Canada Ltd.
250 York Street
Suite 410, Citi Plaza
London, ON N6A 6K2
Canada

T: 519.673.0510
F: 519.673.5975
aecom.com

© 2023 AECOM Canada Ltd.. All Rights Reserved.

This document has been prepared by AECOM Canada Ltd. ("AECOM") for sole use of our client (the "Client") in accordance with generally accepted consultancy principles, the budget for fees and the terms of reference agreed between AECOM and the Client. Any information provided by third parties and referred to herein has not been checked or verified by AECOM, unless otherwise expressly stated in the document. No third party may rely upon this document without the prior and express written agreement of AECOM.

Table of Contents

1.	Project Experience	1
	Greenway Wastewater Treatment Plant UV Replacement	1
	Vauxhall Wastewater Treatment Plant Upgrades	2
	East End Water Pollution Control Plant UV Upgrade Conceptual Design	3
2.	Project Team.....	4
	Project Management	4
	Project Director – Neil Awde, P.Eng.	4
	Project Advisor – Rick Talvitie, P.Eng.	5
	Project Delivery Lead – Phil Spencer, P.Eng., M.Sc.	5
	Engineering.....	5
	Process Lead – Cristina Alfano, P.Eng.	5
	Structural Lead – John Pucchio, P.Eng.	6
	Mechanical Lead – Babak Javadi, P.Eng.	6
	Electrical Lead – Darren Woods.....	6
	I&C Lead – Will Dohmen	7
	Construction Support.....	7
	Site Inspection – John Griffiths.....	7
	Contract Administration – Jake van Heerwaarden	7
	Subconsultants	7
3.	Proposed Work Plan and Methodology.....	9
	Task 1: Project Initiation, Data Collection & Review.....	9
	Task 2: Field Investigations and Pre-Consultations.....	9
	Task 3: Detailed Design (50%, 95%, & Tender)	10
	Task 3.1: 50% Detailed Design.....	10
	Task 3.2: Approval Applications	10
	Task 3.3: 95% Detailed Design.....	11
	Task 4: Tendering & Contract Execution.....	11
	Task 5: Contract Administration & Site Services	11
	Task 6: Post-Construction & Warranty Period Support	12
	Project Management & Administration (All Tasks).....	13
	Key Project Issues and Considerations.....	13
4.	Proposed Project Schedule	16
5.	Fee Schedule	17
6.	Closing	18

Appendices

Appendix A	Signed Form of Proposal
Appendix B	Additional Project Experience
Appendix C	Project Staff CVs
Appendix D	Time-Task Matrix
Appendix E	Proposed Project Schedule
Appendix F	RFP and Addenda

We are pleased to submit this proposal in response to the City of Sault Ste. Marie's (City) Request for Proposals No. 2023PWE-ENG-03-P to provide Professional Services for the East End Wastewater Pollution Control Plant (WPCP) UV Upgrade. Our proposal outlines relevant project experience related to this assignment, identifies key staff of our proposed project team, provides a description of our work plan and schedule, and provides a fee estimate to complete this assignment. Refer to **Appendix A** for a signed version of the Form of Proposal.

Note that our proposal is digitally bookmarked to allow the reader to easily navigate between written sections of this proposal and the appendices. Within your PDF viewing software, use CTRL + B to view bookmarks.

1. Project Experience

The following pages present three (3) project references completed or in progress by our London office that have a similar technical scope and scope of professional services to the East End WPCP UV Upgrade. Key personnel involved in each project are listed within the project description to demonstrate our proposed team's experience on projects of similar scope. Additional project profiles and summaries are presented in **Appendix B**.

Greenway Wastewater Treatment Plant UV Replacement

Project Location:
London, Ontario

Client Reference:
Kyle Murray, P.Eng.
Environmental Services
Engineer
519-661-2489 x2661
kjmurray@london.ca

Timeline:
May 2021 – present (in warranty period)

Professional Services:
Detailed design, tender support, construction contract administration, part-time site inspection, warranty period support

KEY PERSONNEL:
Neil Awde (PM)
Cristina Alfano (Process)
John Pucchio (Structural)
Neil Garnham (Electrical)
Will Dohmen (I&C)
Tom Gonyou (CADD)
Jake van Heerwaarden (CA)

PROJECT DESCRIPTION: AECOM was retained by the City of London to complete the conceptual design and detailed design of a new UV disinfection system at the Greenway Wastewater Treatment Plant (WWTP). The plant previously disinfected secondary effluent using TrojanUV4000 equipment installed in 1992 which was nearing the end of its useful life and was not anticipated to maintain operation through several disinfection seasons without the need for significant maintenance.

The Greenway WWTP disinfects secondary effluent from all three sections of the plant using UV disinfection prior to discharging flow to the Thames River. The UV system is operated annually between April and September. Construction and commissioning of the new UV disinfection system was completed in May, 2023. The new system consists of two (2) new parallel channels each containing three (3) TrojanUVSigna banks, one (1) inlet isolation gate, and one (1) modulated effluent weir gate as well as associated instrumentation. The equipment and channels were designed to treat the current peak rated flow of 255 MLD and match the previous UV equipment's rated maximum capacity of 304.35 MLD at a UVT of 65% to provide a UV dosage that targets effluent *E. coli* of 150 cfu/100 mL.

During the design phase, hydraulic profiles were developed for the existing scenario and UV upgrade scenario to set design elevations for the UV equipment and associated weirs. Four (4) conceptual layouts were developed to house new TrojanUVSigna equipment within or near the existing UV channel. Layouts were developed with consideration for a future effluent pumping station to ensure that sufficient footprint and hydraulic gradeline are provided for this planned infrastructure. During the design phase, our team assisted with City with pre-purchase of the new TrojanUVSigna equipment, review of shop drawing submittals from Trojan, and facilitating reviews of design drawings with Trojan to ensure a seamless construction period. Following the design period, our team provided tender period assistance, construction contract administration services, and part-time site inspection during the construction period. Our team is currently providing warranty period support through the construction project's 1-year warranty period.

Vauxhall Wastewater Treatment Plant Upgrades

Project Location:

London, Ontario

Client Reference:

Kyle Murray, P.Eng.
Environmental Services
Engineer
519-661-2489 x2661
kjmurray@london.ca

Timeline:

Dec 2020 – present (UV
construction contract
tender Aug 2023)

Professional Services:

Detailed design, contractor
pre-qualification, tender
support, construction
contract administration,
part-time site inspection,
warranty period support

KEY PERSONNEL:

Neil Awde (PM)
Phil Spencer (Process)
John Pucchio (Structural)
Neil Garnham (Electrical)
Will Dohmen (I&C)
Jake van Heerwaarden
(Process Support & CA)

PROJECT DESCRIPTION: The Vauxhall Wastewater Treatment Plant (WWTP) is a conventional activated sludge plant currently rated for 20.9 MLD. The plant has two independent treatment trains: 1 Section, rated for 13.9 MLD, and 2 Section, rated for 7 MLD. In addition to the future flows due to development within the sewershed, the Vauxhall WWTP will be required to treat an additional average flow rate of up to 12.7 MLD within the secondary treatment system as part of the City's ongoing strategy to transfer primary effluent from the Pottersburg WWTP to the Vauxhall WWTP for secondary treatment. Based on the results of a stress test completed by another consultant, a rated capacity of 33.6 MLD for the Vauxhall WWTP is attainable with the existing infrastructure and a few key upgrades, including:

- ▶ Increasing the capacity of the UV disinfection system to meet peak hourly flow demands associated with rated capacity of 33.6 MLD.
- ▶ Upgrading the existing hydraulic conveyance infrastructure to permit conveyance of peak flows.
- ▶ Replacing the existing secondary clarifier mechanisms and process enhancing appurtenances to provide the best possible performance in the high SOR/SLR range anticipated.

AECOM has been retained by the City to complete the design and construction of these upgrades in addition to implementation of flow equalization at the plant to reduce bypasses to the Thames River. The primary components of the work include:

- ▶ Replace the existing UV disinfection system and install a second system of the same capacity in the existing bypass channel.
- ▶ Addition of a 2,500 m³ capacity equalization tank and necessary modifications to existing bypass piping and chambers to facilitate conveyance of bypass flows to and from the tank.
- ▶ Replace the existing secondary clarifier mechanisms and add energy dissipating inlets, flocculation feed wells, density current baffles, and spiral sludge collection blades to best equip the existing clarifier tanks to achieve the performance expected from the 2017 stress test.
- ▶ Hydraulic improvements to the 2-Section flow path between secondary clarifiers and UV channel, consisting of replacing all conveyance infrastructure with a single 900 mm diameter pipe and manhole.
- ▶ Electrical and controls as necessary to support the equipment additions.

The existing UV disinfection system employs a TrojanUV3000Plus reactor installed in 2001 to replace the previous chlorination system. Secondary effluent treated by the plant is conveyed to the UV reactors for seasonal disinfection before continuing to the Thames River. The existing UV equipment will be replaced with two (2) TrojanUV3000Plus reactors, each consisting of two (2) banks, housed in separate 914 mm wide channels. The channels will be equipped with 50% porosity flow conditioner plates to achieve even flow distribution and avoid short-circuiting upstream of the UV reactors. Our team provided the City with support through the UV reactor pre-purchase process during the design period, reviewed shop drawings for the new reactors, and built our design around the new reactors following shop drawing approval. The UV portion of this project is currently in the tender period with pre-qualified contractors.

East End Water Pollution Control Plant UV Upgrade Conceptual Design

Project Location:

Sault Ste. Marie, Ontario

Client Reference:

Catherine Taddo, P.Eng.
Manager, Development
and Environmental
Engineering
705-759-5830
c.taddo@cityssm.on.ca

Timeline:

Apr 2021 – July 2023

Professional Services:

Conceptual design and
cost estimation, hydraulic
review

KEY PERSONNEL:

Neil Awde (PM)
Phil Spencer (Process)
Cristina Alfano (Process)

PROJECT DESCRIPTION: AECOM was retained by the City of Sault Ste. Marie to review the feasibility of and develop a conceptual design for a UV disinfection system replacement at the East End WPCP. The project was initiated by the City as the existing TrojanUV4000 disinfection system is reaching its end-of-life and replacement parts have been challenging to source. The UV system disinfects secondary effluent as well as all raw sewage and primary effluent bypass flows.

AECOM provided conceptual design services to review the plant hydraulics at various flow rates for single- and dual-channel configurations with new TrojanUVSigna equipment sized for the future peak flow rate of 215 MLD at existing effluent criteria. As part of the project, our team worked closely with Trojan to review layout options for the UV equipment, configurations such as the 2-row, 4-row, and 6-row models of the TrojanUVSigna, equipment-related constraints including maximum allowable headloss and maximum distance to electrical or controls equipment, required channel widths, upstream and downstream length required for reactor removal and servicing, and flow conditioning requirements. During the study, consideration was given to utilize the existing building and UV channels for the upgrade to reduce capital costs and construction efforts. High-level considerations for construction staging as well as preliminary capital costing were provided in the memorandum delivered under this project and appended to the current RFP.

In addition to the above projects, our proposed team has been involved in planning, design, and/or contract administration for the following related projects. Please refer to **Appendix B** for a description of each project.

- ▶ Parkhill WWTP Upgrades (included new 1.15 MLD UV disinfection system)
- ▶ Sault Ste. Marie Biosolids Management Facility
- ▶ West End WPCP Upgrades
- ▶ East End WPCP Upgrades
- ▶ Atlantic Avenue WPCP Upgrades (included new 265 MLD UV disinfection facility)
- ▶ Tillsonburg WWTP Phase 1 Upgrades (included hydraulic review of plant including UV disinfection system)
- ▶ Greenway WWTP Expansion
- ▶ Kitchener WWTP Upgrades
- ▶ Island WTP Conceptual UV Design (included new UV facility for municipal drinking water plant)
- ▶ Lakeview WTP Facility Upgrades (included UV upgrade for municipal drinking water plant)
- ▶ Ashbridges May WWTP Upgrades
- ▶ Duffin Creek WWTP Expansion
- ▶ Clarkson WWTP Expansion
- ▶ Highland Creek WWTP Upgrades
- ▶ G.E. Booth WWTP Upgrades
- ▶ Woodward Avenue WWTP Upgrades

2. Project Team

The success of any project depends on the experience and expertise of the individuals assigned and the blending of their talents to achieve the project deliverables. We have carefully selected key personnel whose expertise, experience, and personal strengths best match the requirements of the City. The individuals presented in the organizational chart that follows have been carefully selected based upon their availability and experience working on integrated, multi-discipline teams. Brief write-ups for each key staff member are included in the sections that follow and detailed resumes for all staff are included in [Appendix C](#). The estimated number of days that each project team member will be committed to the project can be found within our Time-Task Matrix ([Appendix D](#)).

Project Management

Project Director – Neil Awde, P.Eng.

Neil is an experienced Civil Engineer, accredited AECOM Senior Project Manager, and Staffing Manager for AECOM's London office water and wastewater group. With over 20 years of successful experience managing municipal water and wastewater infrastructure projects, he has a diverse technical background in water and wastewater treatment, process design, hydraulic modeling, financial planning, asset management and condition assessments. Neil has also completed planning studies, detailed design, and contract administration of numerous water and wastewater treatment facilities, pumping stations, and associated vertical infrastructure across Ontario. Neil has served as the project manager for several recent multi-disciplinary infrastructure projects delivered by an inter-office team.

Neil will be responsible for the oversight and overall direction of the project from beginning to end, attending project meetings in association with our project team and City staff. Neil will draw upon his experience to:

- ▶ Confirm that the City's goals, needs, and concerns are identified, met, and exceeded where possible by keeping the project objectives in sharp focus,
- ▶ Facilitate communication with the project team and City staff,
- ▶ Implement AECOM's Quality Program,
- ▶ Review safety documentation and ensure AECOM's project staff are working safely on site, and
- ▶ Deliver a final product that meets the City's requirements in all aspects including budget and schedule.

Neil has managed wastewater treatment plant upgrade designs, condition assessments, hydraulic modeling, pumping design, financial analysis, contract administration and construction management for facilities within southwestern Ontario and beyond including but not limited to the following notable projects.

WWTP DESIGN EXPERIENCE

- ▶ East End WPCP Upgrades
- ▶ West End WPCP Upgrades
- ▶ Vauxhall WWTP Upgrades
- ▶ Greenway WWTP UV Upgrades
- ▶ Greenway WWTP Roadmap Improvement Study
- ▶ Greenway WWTP Expansion
- ▶ Adelaide WWTP Section 2 Expansion Preliminary Design & Hydraulic Study
- ▶ Tillsonburg WWTP Upgrades
- ▶ Clarkson WWTP Upgrades
- ▶ Woodward WWTP Upgrades
- ▶ Highland Creek WWTP Upgrades
- ▶ St. Thomas WWTP Upgrades
- ▶ Skyway WWTP Upgrades

SAULT STE. MARIE, ON
SAULT STE. MARIE, ON
LONDON, ON
LONDON, ON
LONDON, ON
LONDON, ON
LONDON, ON
TILLSONBURG, ON
REGION OF PEEL, ON
HAMILTON, ON
TORONTO, ON
ST. THOMAS, ON
BURLINGTON, ON

Project Advisor – Rick Talvitie, P.Eng.

Rick has over 35 years of experience specializing in transportation, municipal infrastructure, and environmental engineering. He has extensive experience working from project planning through to contract completion in the areas of water and wastewater conveyance and treatment, road and highway design, and municipal solid waste management. Mr. Talvitie is currently the branch manager and senior project manager in our Sault Ste. Marie office and directs the planning, design, and contract administration of projects for municipal and provincial agency clients. His responsibilities include environmental assessments, public consultations, preliminary design, detailed design, contract documentation, design coordination, project liaison, and construction administration. Rick will support Neil throughout the various phases of this project, providing invaluable information and advice based on his extensive background knowledge of the local infrastructure within the City.

Project Delivery Lead – Phil Spencer, P.Eng., M.Sc.

Phil is a Process Engineer with over 10 years of experience in the design, engineering, construction, and commissioning of municipal water and wastewater infrastructure. He has worked as a process designer, project manager and contract administrator for several engineering projects. His design experience includes water and wastewater treatment, sewage and booster pumping stations, process mechanical equipment and piping systems, force mains, sanitary and storm sewers, and water mains. Phil has a specialization in plant hydraulics, pump hydraulics and hydraulic control infrastructure. He has completed numerous projects which have included review of existing and proposed treatment plant and pumping station hydraulics, recommendation of solutions and upgrades, and preparation of detailed desktop hydraulic models and profiles.

Prior to AECOM, Phil was the Process Designer for the Aylmer Pump Replacements, Port Dover WWTP Upgrades, and Delhi WWTP Upgrades. Recently, with AECOM, Phil was the Design Delivery Lead for several interdisciplinary projects including but not limited to the Parkhill WWTP Upgrade, Vauxhall WWTP Upgrades, and Pottersburg-Vauxhall Interconnecting PS Design. Phil joined our London team in November, 2020 and immediately established himself as a valuable member of our London team. Phil successfully coordinated and delivered the detailed design of the Parkhill WWTP for North Middlesex in less than 12 months with all staff working from home. His ability to identify and solve cross-discipline design issues will be a key factor in providing the expedited design for this project.

Phil is the lead process engineer and project delivery lead for the ongoing Vauxhall WWTP Upgrades and has experience working with the City of Sault Ste. Marie through his work finalizing the conceptual design of the East End WPCP UV Upgrade and the ongoing Wastewater Master Plan. Phil is familiar with the City's expectations for project deliverables, communication, and schedules through these recent and ongoing projects. For this assignment, Phil will coordinate all design disciplines, provide team leadership and technical support to our project staff, facilitate cross-disciplinary reviews of all deliverables to ensure consistency and coordination across contract drawings and specifications, provide day-to-day direction of the project to our design team, and will ensure deliverables are submitted to the City on time.

Engineering

Process Lead – Cristina Alfano, P.Eng.

Cristina is a Process Engineer and London Region Office Manager with over 5 years of experience with municipal water and wastewater infrastructure projects. Cristina has a diverse background in water and wastewater treatment process design, hydraulic modeling and analysis, technical studies and MCEAs, pumping station design, and contract administration. Equipped with strong technical writing skills, Cristina is a self-motivated team player who is eager to learn and succeed at every task. Cristina was the process designer for the Greenway WWTP UV Upgrades and was heavily involved with the contract administration phase. Throughout construction of the UV upgrades, Cristina has gained experience with overseeing installation and commissioning of TrojanUVSigna equipment and associated challenges with removal of TrojanUV4000 units. Cristina's experience also includes the design and contract administration of upgrades at several other wastewater and water treatment

plants in southwestern Ontario, including the Tillsonburg WWTP Phase 1 upgrades (in construction), Parkhill WWTP Upgrades (design completed), Elgin WTP UV Upgrade (in design), Leamington WWTP Outfall Study (completed) and Blower Upgrades (in design), and the Port Rowan WTP Upgrades (in design), among many other projects. As the Process Lead, Cristina will be responsible for finalizing the hydraulic profile for the upgrade, equipment selection and sizing, leading the equipment procurement process, developing the process narrative and process aspects of the P&IDs, liaising with our CADD designer to develop process drawings, preparing front-end and technical specifications, compiling general, civil, and equipment costs for all cost estimates, assisting in the development of the construction staging plan, preparing the MECP ECA Amendment application, and writing a majority of the design report.

Structural Lead – John Pucchio, P.Eng.

John is a Senior Structural Engineer with AECOM's London office with over 30 years of experience designing water and wastewater facilities, bridges, marine facilities, building structures and dams. John has extensive experience in sheet pile walls for wharfs, marinas and along shorelines as well as shoreline protection and heavy civil works including water and wastewater infrastructure, bridges, and dams. He has designed the structural components for numerous wastewater treatment plant upgrades in Sault Ste. Marie, London, Sarnia, Kitchener, and Brantford. John was our lead structural engineer for the Greenway WWTP UV Upgrade, ongoing Vauxhall WWTP Upgrades, West End WPCP Upgrades, and several other water and wastewater treatment plant in Ontario. John will lead all structural aspects associated with the project, including the design of the building envelope expansion and review of the geotechnical report to ensure soil information is accurately accommodated within the building expansion design.

Mechanical Lead – Babak Javadi, P.Eng.

Babak is a Mechanical Engineer with over 10 years of experience in the field of building mechanical systems. He has worked on a wide variety of projects including new construction, additions, and renovations, providing preliminary design, detailed design, contract administration, and construction supervision services. Babak's experience covers a wide variety of building types and occupancy classifications including municipal water and wastewater facilities, high-rise condominiums and educational, commercial, institutional, recreational, health care, oil & gas, and industrial facilities. His project involvement includes plumbing, drainage, fire suppression, heating, ventilating, and air-conditioning systems. Babak's experience also includes feasibility studies and condition assessments. For this project, Babak will lead all components of the building mechanical design for the building expansion.

Electrical Lead – Darren Woods

Darren is an accountable and responsible person, with over 20 years experience in electrical construction and industrial electrical maintenance. He has 11 years of experience in a leadership role (Superintendent, Electrical Foreman, Sub-Foreman, Mentor to Apprentices) in varying sectors of electrical construction including hydro and PV generation, industrial, commercial, institutional and residential. Working with other trades has also provided Darren with extensive experience in other fields of construction including civil, mechanical, process mechanical, architectural/structural, and environmental. Darren's capability to perform design/plan/specification reviews, create and/or assess budgets, provide concise estimates, advise on electrical construction, complete thorough condition assessments, and understand and interpret codes and standards contributes to his skills as an a Senior Electrical Specialist. Darren was involved in the construction of the West End WPCP Upgrades through contract administration and review of as-built drawings. He is also acting as the electrical designer for the Elgin WTP UV Upgrades in London, Ontario working with several others on this team. For the East End WPCP UV Upgrades, Darren will lead the electrical design components through detailed design, answer any questions related to the electrical design during the tender process, and support our Contract Administration team through shop drawing review and RFI responses.

I&C Lead – Darryl Stahlke, P.Eng.

Darryl is an engineer for the Instrumentation and Automation group in the Hamilton, Ontario office. He has over 20 years of experience in electrical, instrumentation, and automation (EI&A) engineering as well as five years of experience in industrial electronics design and fabrication. Mr. Stahlke has been responsible for the management and implementation of projects, including project proposals, design and specification and contract administration. His duties have included project coordination, quality assurance and quality control, cost control, scheduling, instrumentation and automation engineering, human machine interface (HMI) and supervisory control and data acquisition (SCADA) development, and programmable logic controller (PLC) programming. Darryl will design all I&C components for this project provide technical support through tendering and construction. During the construction phase, he will complete on-site programming and system integration.

Construction Support

Site Inspection – John Griffiths, P.Eng.

John is a Project Engineer with 37 years of combined experience in industrial and municipal infrastructure settings. He has 13 years hands-on experience with the PUC managing two Class 3 or Class 4 municipal wastewater treatment plants and 6 large sewage pumping stations on behalf of the City of Sault Ste. Marie, where he ensured all wastewater facilities were operated in compliance with applicable Provincial / Federal regulations and Certificate of Approval / ECA documents. He has in-depth knowledge of biological nutrient removal systems and is familiar with the challenges of maintaining and operating wastewater infrastructure. John has experience with the implementation of UV disinfection equipment through his work at the West End WPCP and was the site inspector for construction of the West End WPCP Phase 1 Upgrades. For this project, John will provide part-time site inspection services and will support Jake van Heerwaarden throughout the construction duration as required.

Contract Administration – Jake van Heerwaarden

Jake is an Engineering Intern with 2 years of experience. He has worked on multiple municipal projects and has a diverse background in water and wastewater treatment and pumping station design, condition assessments, and contract administration. Jake has been involved in all stages of project implementation, from conceptual design to post-construction warranty period support. Jake is currently providing construction administration support on the Greenway WWTP UV Upgrades in London and the Patullo SPS construction in Woodstock. For this project, Jake will be the contract administrator responsible for chairing and minuting all construction meetings, coordinating with the technical team for reviews of all shop drawings and RFIs, work with John Griffiths to prepare payment certificates, and will maintain all contract administration logs.

Subconsultants

Given the expertise and experience provided by our team members, sub-consultants will not be required for major design aspects of the project. At the beginning of the project, our team will secure services from sub-consultants to complete a **geotechnical investigation** and a **topographic survey** for the construction areas. Detailed scopes of work for each field investigation will be developed by our team and quotations will be solicited from local firms. Requests for quotation will be distributed to firms immediately after project initiation to initiate field investigations as early as possible to maintain the project schedule and ensure pertinent details are captured.

It is anticipated that two (2) boreholes will be sufficient to analyze soil information within the building expansion footprint and provide recommendations for design and construction of the expanded structure. Although our team has historic borehole and soils information for the site, we understand that there have been ongoing settlement issues on site. Additional boreholes will help to ensure diligence in collecting accurate and up-to-date information given the challenging soils on site. The topographic survey will be limited to the area around the existing UV building and will include measure downs of upstream manholes and other infrastructure (e.g. secondary clarifiers) to confirm hydraulic changes due to settlement concerns.

Project Team Organization Chart

East End Water Pollution Control Plant UV Upgrade



3. Proposed Work Plan and Methodology

We have prepared a detailed Time-Task Matrix (TTM) which illustrates our proposed work plan and general sequence of activities. The TTM is intended to provide a detailed breakdown of the project tasks, deliverables, meetings, and labour requirements for each team member per task. Consistent with the work plan detailed in the RFP and TTM, the following sub-sections summarize the major project tasks, related technical activities, deliverables, and milestones. At the project initiation meeting, AECOM will review the base work plan, scope of work, and project schedule with the City to solicit any feedback on our proposal before finalizing our project plan. Our work plan outlined below is based on the information presented in the RFP and Addenda, and our experience in completing similar projects in Ontario. Our TTM is provided in [Appendix D](#).

Task 1: Project Initiation, Data Collection & Review

Upon project award, our project manager, Neil Awde, will organize a project initiation meeting with City staff and key project team members. The meeting will be held within 2 weeks of project award. We believe this meeting has significant importance as it will confirm the project objectives, scope of work, approach and risks, discuss the project budget and payment protocols, review and discuss the project schedule, and discuss how changes to the project team, schedule, or scope will be managed and communicated.

Key Deliverables & Milestones:

- ▶ Project Meeting #1: Project Initiation Meeting
- ▶ Healthy Start Meeting (AECOM Internal)

Task 2: Field Investigations and Pre-Consultations

The geotechnical investigations and topographic survey will form key decisions for the project and will support our team's development of the design drawings. The topographic survey will be limited to the area around the existing UV building and will include measure downs of upstream manholes and other infrastructure (e.g. secondary clarifiers) to confirm hydraulic changes due to settlement concerns. Although our team has historic borehole and soils information for the site, additional boreholes will be completed for this project to ensure diligence in collecting accurate and up-to-date information given the challenging soils on site.

Detailed scopes of work for each field investigation will be developed by our team and quotations will be solicited from local firms. Our team will evaluate the quotations received and provide a recommendation to the City. Requests for quotation will be distributed to firms immediately after the Project Initiation Meeting to initiate field investigations as early as possible in order to maintain the project schedule and ensure pertinent details are incorporated during the early stages of design. While the field investigations are ongoing, our team will utilize historic borehole information and previous surveys to develop our 50% design package.

Pre-consultations with the MECP, Sault Ste. Marie Regional Conservation Authority (SSMRCA), and building divisions will be initiated at the beginning of the project to discuss the project scope, review and confirm the application and approval requirements, and discuss the associated approval timelines. It is anticipated that an ECA Amendment (Notice of Modifications), Building Permit, and ESA Permit Application will be required, as a minimum. Holding pre-consultation discussions early in the project will help to ensure that the appropriate approach is taken, the authorities are aware of and familiar with the project, and to help ensure that approval applications contain all the required information thereby minimizing delays in the overall process. Our scope of work assumes the General Contractor will complete the Building Permit and ESA Permit applications.

Key Deliverables & Milestones:

- ▶ Geotechnical Investigation
- ▶ Topographic Survey
- ▶ Pre-consultation meetings with MECP, Conservation Authority, and Building Divisions

Task 3: Detailed Design (50%, 95%, & Tender)

Following the project initiation meeting and review of background information, our team will begin detailed design. Given our previous experience at the East End WPCP and our ongoing involvement in the conceptual design of the UV upgrade, we can leverage our previous work and site knowledge to proceed directly to a 50% detailed design package. The information presented within the conceptual design memo will be used as the basis of design for the upgrade.

The detailed design stage will be broken into 3 major milestones with design packages submitted at the 50% design stage, 95% design stage, tender stage. A meeting will be held with City staff following each of the major milestones to review the design package and solicit feedback. Each design milestone will have an objective and will be focused on that specific objective, as discussed in the subsections below.

Task 3.1: 50% Detailed Design

Objective: Confirm the final building layout, room size, level of redundancy, hydraulic profile, equipment sizing and layout, and overall design intent. The UV channel modifications, building envelope expansion, building mechanical, and electrical designs will be completed to a 50% design level. Existing electrical infrastructure will be reviewed to determine if an additional MCC is required to service the new UV equipment. UV equipment proposals from various suppliers will be requested and reviewed with the City to select a preferred/acceptable manufacturer (refer to Section 4 for discussion on equipment procurement approach). A detailed design report will be written to document the design details, expand upon the UV Upgrade Conceptual Design memo dated July 11, 2023, and incorporate equipment-specific details from the UV equipment supplier. The report will include the following items to provide a well-defined framework for future design submissions:

- ▶ Introduction to the project, including objectives of the project
- ▶ Plant and facility description
- ▶ Site information
- ▶ Design criteria and data
- ▶ Hydraulic/process/equipment design, including a description of capacities and hydraulic design
- ▶ Electrical design
- ▶ Instrumentation and controls (I&C) and SCADA design, including details of the operating philosophy
- ▶ Draft construction staging plan to minimize impact on the operation of the existing facility

The detailed design report will be submitted alongside the deliverables listed below. A Design Workshop will be held with the City and key AECOM staff to review the 50% detailed design package and solicit comments from City staff.

Key Deliverables & Milestones:

- ▶ 50% Design Drawings (building layouts and elevations, equipment sizing and layout, MCC single line diagrams, P&IDs)
- ▶ Detailed Design Report
- ▶ Class "C" Cost Estimate
- ▶ Draft Process Control narrative
- ▶ Technical Specifications (Division 1, 11, 16)
- ▶ Draft Construction Staging Plan
- ▶ Design Workshop: 50% Design Review

Task 3.2: Approval Applications

Applications for the required approvals, including the MECP ECA Amendment (Notice of Modifications), Building Permit, and ESA Permit Application, will be prepared and submitted following after the 50% Detailed Design Package is submitted and major comments from the City are incorporated into the documents. The Detailed Design Report will form part of the MECP ECA Amendment application. It is anticipated that this approach will

provide sufficient time for submittal and approval to the MECP while providing the MECP with sufficient information to proceed with the approval process.

Key Deliverables & Milestones:

- ▶ MECP ECA Amendment Application (Notice of Modifications)
- ▶ Building Permit Application
- ▶ ESA Permit Application

Task 3.3: 95% Detailed Design

Objective: Review the details of the process drawings, equipment layouts, and electrical wiring diagrams. Review of the equipment miscellaneous details such as hoisting, accessibility, maintenance requirements. Review PCN based on the comments of the 50% stage and with consideration of equipment manufacturer's PCN. Review the details of the HVAC modifications and sequence of operation and provide commentary. Review equipment specifications to address the fine details of the scope of supply and finalize the requirements for instrumentation and controls. Review technical specifications and finalized staging plan.

Key Deliverables & Milestones:

- ▶ 95% Design Drawings (building layouts and elevations, equipment sizing and layout, MCC single line diagrams, P&IDs)
- ▶ Class "B" Cost Estimate
- ▶ Technical Specifications (Divisions 1-16)
- ▶ Draft Tender Front-End Document
- ▶ Detailed Construction Staging Plan
- ▶ Design Workshop: 95% Design Review

Task 4: Tendering & Contract Execution

Our team will prepare a tender package utilizing the City's standard front-end tender documents, AECOM's technical specifications and special provisions, and tender-ready drawings. We will chair a mandatory Pre-Tender Site Meeting, answer questions, and document the attendance and questions asked during the meeting. Throughout the tender period, we will provide technical support and answer questions for incorporation into addenda. After tender closing, we will evaluate the bid submissions and provide a Tender Recommendation Letter to the City for contract award.

Key Deliverables & Milestones:

- ▶ Tender Ready Package (Drawings, Specifications, Tender Documents)
- ▶ Class "A" Cost Estimate
- ▶ Pre-Tender Site Meeting
- ▶ Tender Award Recommendation Letter

Task 5: Contract Administration & Site Services

Following tender close, we will prepare Issued for Construction drawings and specifications to incorporate changes made via addenda throughout the tender period. Within 2 weeks after tender close, we will schedule, chair, and minute a Pre-Construction Meeting between the General Contractor, City, and AECOM. Our team will provide construction administration services for 12 months and part-time site inspection (8 hours/day, 3 days/week, 8 months of 12 month construction period). We will chair and minute monthly progress meetings (12 total, virtual/hybrid). A dedicated Construction Administrator will be assigned to manage the contract and perform tasks as defined by OPSS.Muni.100, including:

- ▶ Co-ordination of shop drawing reviews, and maintaining a log of all received, outstanding, and reviewed shop drawings. Shop drawings will be sent to the appropriate discipline engineer for review and returned to the Contract Administrator for distribution to the Contractor.

- ▶ Administrative paperwork related to preparation of Change Orders, preparation of Request for Quotations (RFQs), Progress Payment Certificates (PPCs), Request for Information (RFI) responses, Certificate of Substantial Completion, etc., and maintaining a Contract Administration log to track all items
- ▶ Preparation of meeting agendas, chairing monthly construction meetings, and preparing meeting minutes
- ▶ Co-ordination of schedule and activities (e.g., shut-downs and tie-ins) between the General Contractor, Operations staff, and City staff
- ▶ Review of the General Contractor's equipment O&M manual for completion in accordance with the contract documents
- ▶ Certificate of Substantial Performance upon completion

The Project Delivery Lead, assisted by our Contract Administrator, will be responsible for:

- ▶ Schedule monitoring
- ▶ Attending construction meetings
- ▶ Ensuring that all contract and regulatory requirements have been met
- ▶ Contract document interpretation and dealing with unusual or unforeseen circumstances
- ▶ Reviewing the Contractor's claims for extras

Our site representative will be on-site for inspections during critical construction activities to ensure conformance to the contract documents. Personnel from various engineering disciplines will attend site for key inspections or construction activities as needed.

Prior to commissioning, our team will oversee that the General Contractor has completed all pre-commissioning requirements (i.e. manufacturer inspection of proper installation, staff training, O&M manuals, IO checks completed, SCADA and equipment SATs completed with no outstanding deficiencies). Before the commissioning period begins, the Contractor will be required to submit a commissioning plan in accordance with the requirements in the construction contract documents. Our team will review the Contractor's plan to ensure it covers all requirements in a logical and achievable manner. Co-ordination between AECOM, the City, and the Contractor regarding timing/scheduling and requirements for Operations staff and/or additional resources will be critical to a successful and straightforward commissioning period. Training will be led and coordinated by the Contractor and Equipment Representatives.

Key Deliverables & Milestones:

- ▶ Issued for Construction Drawings and Specifications
- ▶ Pre-Construction Meeting
- ▶ Monthly Construction Meetings (qty. 14)
- ▶ General Contract Administration
- ▶ System Integration & Programming
- ▶ FAT and SAT
- ▶ Final PCN

Task 6: Post-Construction & Warranty Period Support

Following construction, we will obtain and review all red-lined construction drawing mark-ups from the General Contractor to prepare as-built drawings. Where possible, we will include information gained from site photos, inspections, reports, and surveys. During the one-year warranty period, we will complete post-construction monitoring and site inspections as required, and communicate with the General Contractor to ensure that all deficiencies are rectified in a reasonable timeframe. A master deficiency list will be controlled and updated by the Contract Administrator. At the end of the warranty period, our team will complete an end-of-warranty walk-through with the City and General Contractor, and prepare the final documentation to close out the General Contract.

Key Deliverables & Milestones:

- ▶ As-Built Drawings
- ▶ Deficiency List Updates
- ▶ End of Warranty Walk-Through

Project Management & Administration (All Tasks)

For the above tasks, our project manager will provide continuous scope, schedule, and budget management, and implement our QA/QC program throughout the duration of the project. General project administration including monthly invoices, developing a project specific health and safety plan, meeting minutes, and other contractual matters will be completed.

Our approach to project management and delivery are based upon procedures that have been successfully implemented on numerous projects, combining strong strategic design solutions with sound project management and advanced QA/QC processes. The overall objective is to produce reliable, robust, and useful information that the municipality can confidently use to make fact-based, defensible decisions. The following subsections detail our team's approach to communication, maintaining schedule and cost control, and general project management.

Communication: Continuous and open communication is/has been one of the most important elements to a successful relationship between the City and the AECOM project team. Effective communication will help ensure that issues are identified early and resolved promptly. Our objective is to provide forward-thinking information and open feedback on our findings. Phil will provide a local point of contact between the City and AECOM's team to facilitate timely responses between both parties.

Schedule and Cost Control: Adequate and consistent time, cost, and resource management are the foundation of a successful project. Throughout the course of this assignment, Phil and Neil will maintain and adhere to the approved project schedule and fees.

Project Management: Throughout decades of project work, AECOM has developed a set of corporate project management standard policies, procedures, and practices that guide our people to high-quality program/project management. For many recent projects, our team has successfully adopted the AECOM Project Management Approach which confirms clarity of scope, schedule, and systems to create a uniform and common set of protocols and knowledge. These vital tools are the prerequisites to maintaining a collaborative working environment. We have found this approach to be effective in providing our clients with a high level of service, technical expertise, and enhanced project performance.

Key Deliverables & Milestones:

- ▶ Monthly progress reports/meetings
- ▶ Monthly invoices
- ▶ Health and Safety Plan (AECOM Internal)

Key Project Issues and Considerations

Based on our experience gained through developing the conceptual design for the UV upgrade, we have identified the following key issues and considerations that we believe are critical to the successful completion of this project.

Equipment Procurement Approach: With installation and commissioning of the new UV equipment by late 2024 or early 2025 a critical success factor for this project, a key facet to the project schedule will be driven by the equipment procurement. Based on our recent experience with the Greenway WWTP UV Upgrade, we anticipate that the UV equipment design, shop drawing submission and review, fabrication, testing, and delivery timelines will sum to 23-27 weeks after the equipment supply PO is received and accepted by the equipment manufacturer. Should a new MCC be required to service the new UV equipment, the lead time for this equipment may also affect the project schedule as MCC fabrication and delivery timelines can be in the order of 20-30 weeks. Furthermore, new roof trusses required for the expanded UV building will also have a long lead time. As such, rather than pre-select or pre-purchase the new UV equipment, our team's preferred approach is to first-name Trojan and the preferred equipment model in our technical specifications. This can help to expedite the design schedule as Trojan's team has been involved in the conceptual design stages of this project and are already aware of the technical issues and challenges. Furthermore, the contractor will need time to expand the structure before the new units can be installed, which can happen in parallel with the UV equipment fabrication and delivery timeline.

Setting Elevations for UV Effluent Weirs and Channels. As identified in the conceptual design memo, the existing plant hydraulics include approximately 1.0 m of headloss across the existing UV system at the future peak flow rate of 215 MLD. With a dual-channel configuration, the head loss through the UV banks will be significantly reduced to 200 mm, leaving over 800 mm of contingency compared to the existing hydraulic profile. It is recommended to raise the UV effluent weirs to protect the new UV system from submergence during peak future flows up to 215 MLD at the 100-year flood river elevation. In addition, the UV channel bottom can be raised accordingly to help condition the flow into the UV channels and reduce the bank frame extension and footprint required.

Experience with TrojanUV4000 Removal and TrojanUVSigna Installation: Our team can leverage our recent experience with construction of the Greenway WWTP UV Upgrade (experience at Greenway) during the construction of the UV upgrades at the East End WPCP. Our proposed team carries several staff members who were involved in the Greenway UV construction phase of the project and can bring lessons learned throughout construction to ensure construction of the UV Upgrade at the East End WPCP proceeds smoothly. One of the lessons learned during the project at Greenway was that removal of the TrojanUV4000 units is not straightforward; the UV modules on each pivoting arm of the UV4000s are placed into a smaller “conduit” surrounded by concrete fill within the channel. For reference, see Figure 2-3 within the conceptual design memo. The concrete fill expands the top and bottom of the channel, and will need to be broken out in order to install the new UV units within the same channel. This along with other lessons learned can be leveraged during construction of the upgrades to minimize additional costs and delays incurred by the contractor, and to help the project proceed efficiently.

Construction Staging. The East End WPCP is a fully operational, continuously functioning facility. As such, construction of the upgrades will need to be appropriately staged to allow proper disinfection of wastewater throughout the entire construction period. The construction staging methodology provided in the conceptual design memo will be expanded upon at the 50% and 95% design stages to ensure that the functionality of the plant is not impeded during construction, and to ensure that construction proceeds efficiently and effectively. Construction staging plans will be reviewed in detail with the City during design workshops. The plan will be incorporated into the tender specifications to provide the General Contractor with a baseline construction staging plan. The Contractor will be responsible for expanding upon the construction staging plan to ensure that all elements are incorporated, scheduled, and thoroughly communicated with our team and the City's project and operations staff.

Pre-Consultation with the MECP. It is anticipated that UV banks within the bypass channel will be installed and commissioned before the existing TrojanUV4000 units are removed and replaced. After commissioning the units within the existing bypass channel, the disinfection capacity of the UV system would be reduced to a maximum of 150 MLD with no redundancy. To ensure this approach is acceptable with the MECP, our team will schedule a pre-consultation meeting to discuss the construction approach, identify any preferred times of year for this to occur (e.g. cold weather), and advise of the likelihood of exceeding the rated flow rate of the new UV equipment (150 MLD) during the construction period. If required, a temporary flow reduction to 150 MLD may be required for the plant until the second set of UV equipment is installed and commissioned.

New Slide Gates and Actuator Orientation. New slide gates will be installed within the raised channels for flow isolation. The gates can be manually or electrically actuated depending on the City's preference. To ensure that actuators do not interfere with the operating clearance for the TrojanUVSigna when the units are taken out of the channel for maintenance, a bevel gear and actuator at the side of the gate/channel can be used if automation is preferred.

Review of Electrical and HVAC Infrastructure. To provide sufficient space for operations and maintenance of the new UV units, a building expansion of the existing building superstructure and floor slab will be necessary to provide adequate access around the equipment. The existing building HVAC system will need to be reviewed during detailed design to determine if upgrades to the existing system is required. In addition, a review of the existing electrical infrastructure will be needed to determine if a new MCC is required to power the new UV units, and to review the requirements for operating the existing and new UV equipment in parallel before the second set of banks is installed.

Project Schedule. With Trojan ceasing to stock parts for their TrojanUV4000 units by the end of 2024, the City is subject to significant risk should there be any issues experienced with the existing UV units for which replacement parts are not available. To minimize the City's risk of failure, the new UV units should be installed and commissioned in late 2024 or early 2025. During the design phase, our team will review with the City which parts may be required to stock before the end of 2024 to ensure there are sufficient spares on site to continue servicing the existing equipment until the new UV units are installed.

Environmental Responsibility and Sustainability. The Sault Ste. Marie Greenhouse Gas (GHG) Reduction Plan considers CO2 emissions from both electricity and natural gas. Although these are two of the main emissions components, our team can work with the City to reduce CO2 emissions from other areas of the upgrade, such as construction activities, transportation of equipment and materials to site, and how waste materials are handled. Of note, opting to work with local equipment and material suppliers can help to reduce CO2 emissions released from transporting the new equipment and materials to site. Furthermore, our team can work with the City to build clauses into the General Contract that require the Contractor to properly dispose of or recycle waste materials (e.g. metals from existing UV units) where possible, in addition to other environmental and sustainability-focused requirements. These can be reviewed further with the City during the design workshops if desired.

4. Proposed Project Schedule

To complement our work plan, we have prepared a project schedule (**Appendix E**) to illustrate the timeframes associated with the project tasks listed in the RFP and our TTM. A summary of project milestones and completion dates are listed in the following table. At the project kickoff meeting, AECOM and the City will review and confirm the baseline work plan, scope of work and project schedule. If necessary, we will collaborate with City staff to revise the project schedule and/or incorporate the schedules of key City staff.

With Trojan ceasing to stock parts for their TrojanUV4000 units by the end of 2024, the City is subject to significant risk should there be any issues experienced with the existing UV units for which replacement parts are not available. To minimize the City's risk of failure, our team proposes to commission the new UV units in early 2025. We recognize that having a new UV disinfection system in place by this date is of critical importance. Below is a proposed project schedule working backwards from this completion date to provide an idea of timelines for each phase of the project.

Task	Date
Project Award	Sept 4, 2023
Project Initiation Meeting	Week of Sept 18, 2023
Field Inspections	Sept-Dec 2023
50% Detailed Design Package Submission	Dec 8, 2023
50% Design Review Workshop	Week of Jan 8, 2024
ECA Submission	Jan 2024
95% Detailed Design Package Submission	Feb 23, 2024
95% Design Review Workshop	Jan 22, 2024
Tender Package Submission	Mar 29, 2024
Tender Period	Apr 1, 2024 – May 10, 2024
Construction Start	Jun 3, 2024
UV Equipment Delivered to Site	Jan 6, 2025
UV Equipment Commissioning	Feb/March 2025
Construction Completion	Aug 1, 2025
Warranty Period	Aug 1, 2025 – Jul 31, 2026
Total Completion and Project Closeout	Week of Aug 3, 2026

The following assumptions were made in developing the project schedule. Our team is flexible should the Municipality wish to expedite or push back these dates as required.

- ▶ Project commencement the week of the week of September 11, 2023
- ▶ City review period of 2 weeks for all major deliverables prior to project meetings
- ▶ Tender by April 2024 and construction start in June 2024
- ▶ Construction duration of 12 months (contract award to substantial completion), warranty period of 1-year
- ▶ UV equipment procurement approach and lead time as described in the paragraphs below
- ▶ General contract tender period of 5 weeks with allowance for 1 additional week as needed
- ▶ Equipment testing/commissioning duration 40 hours (5 working days)
- ▶ All statutory holidays and winter holidays (2 weeks) excluded

Based on the above timelines, it becomes clear that a maximum of 8 months can be dedicated to the design phase. Since our team has already completed the pre-design of the upgrade, we are well positioned to advance directly to detailed design of the UV upgrades upon project award.

Any slippage in schedule on either the design side or the construction side could put the project at risk of not meeting the end date goal. As such, approaches to condense the project timelines in order to grant buffers is

highly recommended. We propose the following approaches to condense each of the project phases and reduce the risk of schedule delays and risk of equipment failure:

Site Investigations: The geotechnical investigation and topographic survey are on the critical path of the design phase. Based on our recent experience, we have faced challenges completing geotechnical investigations and obtaining the required reports in a timely manner given the current backlog in the industry. Without these investigations, projects cannot proceed through detailed design. Below are some recommendations to reduce this risk:

- ▶ **Geotechnical Investigation:** We recommend commencing the geotechnical investigation immediately upon contract award to expedite this component of the project. The conceptual design provided in AECOM's memo will provide the basis for the geotechnical investigation. On recent projects, we have required geotechnical firms to provide a short summary memo within 2 weeks of the site investigation highlighting key design parameters required to commence our detailed design. We have found this approach to be beneficial as it allows the detailed design to progress while waiting for the full geotechnical report. The design will then be checked against the recommendations of the geotechnical report once issued. Our team also has a library of historic geotechnical information for the East End WPCP site that can be used in parallel with the summary memo to proceed with our 50% Detailed Design Package.
- ▶ **Topographic Survey:** Similarly, the topographic survey should be solicited and commenced immediately at project award. The conceptual design provided in AECOM's memo will provide the basis for the topographic survey area, and will also include measure downs of upstream manholes and other infrastructure (e.g., secondary clarifiers) to confirm hydraulic changes due to settlement.

Equipment Procurement Approach: Based on our recent experience with the Greenway WWTP UV Upgrade, we anticipate that the UV equipment design, fabrication, testing, and delivery timelines will be according to the following:

- ▶ Shop drawing preparation and delivery: 4-6 weeks after PO received/accepted by equipment manufacturer
- ▶ Shop drawing review and acceptance: 3 weeks after shop drawings received (assume 1 iteration)
- ▶ Equipment fabrication and delivery (non-witnessed FAT): 16-18 weeks
- ▶ **Total equipment lead time: 23-27 weeks**

With installation and commissioning of the new UV equipment a critical success factor of this project, a key facet to the project schedule will be driven by the equipment procurement. Should a new MCC be required to service the new UV equipment, this may affect the project schedule as MCC fabrication and delivery timelines can be in the order of 20-30 weeks. Furthermore, new roof trusses required for the expanded UV building will also have a long lead time. As such, a pre-selection or pre-purchase approach for the UV equipment is not recommended since there are other long lead time items required for the construction of the upgrades. Furthermore, the contractor will need time to expand the structure before the new units can be installed, which can happen in parallel with the UV equipment fabrication and delivery timeline. Rather than pre-select or pre-purchase the UV equipment, our team's preferred approach is to first-name Trojan and the preferred equipment model since their team has been involved in the conceptual design stages of this project, are up to speed with the potential challenges of this project, and can help to expedite the schedule as their team is already engaged in the project.

5. Fee Schedule

We have prepared a detailed work plan and fee schedule that our team will follow to complete the project tasks listed within the RFP. Our proposed work plan is detailed in our Time-Task Matrix (TTM) located in [Appendix D](#). Our work plan is based on the information presented in the RFP, our experience with similar projects, and our understanding of the project's technical scope given our involvement in the conceptual design of the UV upgrade.

6. Closing

We understand this is a key project for you and the future of the City's wastewater infrastructure. Accordingly, we see this project as an important contribution that our AECOM team can make to the City. Our team has the technical knowledge, related experience, and organizational depth to meet your expectations. We trust that this submission meets your needs, and we look forward to the opportunity to work with you on this exciting and interesting project. We would be pleased to discuss any aspects of this proposal in more detail, or potentially modify any proposed items in a manner that might better align with the City's vision and expectations.

Appendix A

Signed Form of Proposal

SECTION 3

3. FORM OF PROPOSAL

Professional Services East End Water Pollution Control Plant – UV Upgrade

Ms. Karen Marlow
Manager of Purchasing
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We 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 acknowledge review of **Addenda #. __0__ to #. __0__** issued for this Proposal.

This **“Form of Proposal”** must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

__AECOM Canada Ltd._____
NAME OF FIRM

SEAL

__250 York Street, Suite 410_____
ADDRESS

__London, Ontario_____
CITY



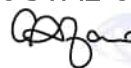
Digitally signed by
Awde, Neil
Date: 2023.08.24
12:24:24 -04'00'

SIGNING OFFICER SIGNATURE
I have the authority to bind the Corporation

__Neil Awde_____
SIGNING OFFICER'S NAME (please print)

__neil.awde@aecom.com_____
PRINCIPAL CONTACT EMAIL

__N6C 6K2_____
POSTAL CODE



Digitally signed by
Alfano, Cristina
Date: 2023.08.24
09:30:44 -04'00'

WITNESS' SIGNATURE (must be present if
Corporate Seal is not affixed to Form of Proposal)

__(519) 476-6052_____
TELEPHONE NUMBER

__August 24, 2023_____
DATE

Appendix B

Additional Project Experience

Parkhill WWTP Upgrades

Parkhill, Ontario, Canada



Client

Municipality of North Middlesex

Reference

Name: Jonathan Lampman

Title: Infrastructure Manager

Phone: (519) 294-6244 x223

Email: jonathanl@northmiddlesex.on.ca

Services

Preliminary Design, Detailed Design,
Tender Assistance, Sludge Investigation

Project Value

Capital Value: \$20M (Class A Estimate)

Engineering Fee: \$730k

Award Date

June 2020

Description of Project

AECOM has been retained by the Municipality to complete the design of the Phase 1 lagoon facility upgrades to accommodate existing and future developments within Parkhill. The Parkhill Sewage Treatment Facility consists of a flocculated lagoon system. Originally built in 1978, the lagoons receive domestic wastewater from the Town of Parkhill. The lagoons are separated into two (2) cells, North and South, with a total capacity of approximately 1,150 m³/day. Projected growth within the Town of Parkhill along with limited capacity within the lagoons due to sludge buildup have necessitated upgrades to the wastewater treatment facility. The Municipality completed a Municipal Class EA in 2019 which recommended replacing the lagoons with an extended aeration process and establishing an expansion strategy to be completed in three phases.

A new extended aeration plant will be located at the existing lagoon site south of the lagoons. The primary components of the Phase 1 upgrades will include a new headworks building, two (2) aeration tanks, two (2) secondary clarifiers, tertiary filtration via cloth media filters, UV disinfection, sludge handling, and a new administration building.

Design of the facility upgrades has been completed and is awaiting funding before proceeding to tender.

Sault Ste Marie Biosolids Management Facility

Sault Ste. Marie, ON, CA

Client

The City of Sault Ste. Marie

Reference

Name: Catherine Taddo, P.Eng.

Title: Manager, Development and Environmental Engineering

Phone: +1 705-759-5380

Email: c.taddo@cityssm.on.ca

Services

Technology Pre-Selection

Preliminary Design

Detailed Design

Construction Admin

Project Value

Capital Value: \$50M

Engineering Fee: \$1.95M

Key Dates

Tender: Winter 2024

Commissioned: Summer 2026

Description of Project

AECOM was retained by the City of Sault Ste. Marie (City) in 2018 for completion of the technology pre-selection, detailed design and construction administration of the Biosolids Management Facility. A Class EA was previously completed to address challenges associated with the ongoing disposal of undigested sludge at the landfill. The EA concluded that the preferred approach to processing the biosolids was either through alkaline stabilization or composting. Subsequently, the EA was amended by AECOM to extend the scope of the facility to process post-consumer source-separated organics (SSO) from a green bin waste collection program to be implemented in the City in the future.

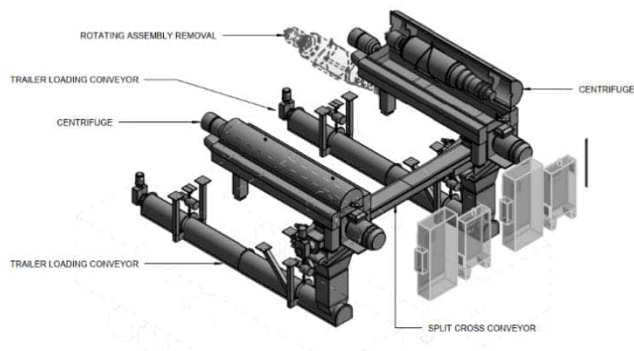
AECOM issued an equipment pre-selection RFP to select a suitable vendor with capabilities for processing the sludge and SSO. A conceptual design of the facility was completed for each submission as part of the evaluation. The evaluation criteria included product end-use results, process flexibility, amendment material requirements, odour control, and facility life-cycle cost. The successful vendor was Sustainable Generation and GORE with covered aerated static pile composting.

AECOM is currently completing the detailed design for the composting facility proposed to be located at the existing City landfill site. The facility includes the following unit process and core design elements:

- Tipping Facility – Receiving of biosolids and SSO feedstocks from transport vehicles, including space for inspection and temporary storage for the raw feedstock materials.
- Feedstock Conditioning and Amendment – Grinding and depackaging of influent feedstocks and mixing with amendment product to prepare the raw compost mix. All pre-processing to be contained indoors for effective odour mitigation as requested by the City.
- Amendment Product Processing and Storage – Receiving and shredding of wood waste to prepare amendment product. Long-term storage of wood waste and amendment product to account for seasonal fluctuations in availability.
- SG-Gore Pre-Selected Equipment – SG Bunkers™ with GORE® Cover systems including aeration and controls. Provision of manual means to transport materials to/from and between bunkers. All bunkers to be fully enclosed for effective odour mitigation as requested by the City.
- Leachate Management – Provision of means for moisture amendment for compost mix throughout the composting process. Collection, transport, storage, and recycling of leachate water resulting from the SG Bunkers.
- Final Screening, Curing and Storage – Screening of stable compost mix and sufficient area for additional curing and storage. Recycling of larger wood pieces to the start of the process to be utilized for supplemental feedstock conditioning.
- Odour Control – The City's preference is to fully enclose all processes to achieve mitigation of all odours. Ventilation of foul air from the buildings to be treated through biofilters.
- Control Building – Housing of electrical and mechanical works, washroom, and control room for the facility.
- Servicing of the facility including hydro, water, sanitary, stormwater, gas, and internet.

West End WWTP Upgrades

Sault Ste. Marie, Ontario, Canada



Client

City of Sault Ste. Marie

Reference

Name: Catherine Taddo

Title: Environmental Engineer

Phone: (705) 759-5380

Email: c.taddo@cityssm.on.ca

Services

Preliminary Design, Detailed Design,
Construction Administration

Project Value

Capital Cost: \$32.5M

Consulting Fees: \$2.5M

Processes

Septage Receiving

Screening

Grit removal

Thickening

Dewatering

Odour Control

Backup Generators

Equipment Pre-purchased/Pre-selected

Screening - Step Screen (Pre-Selected)

WAS Thickening – RDTs (Pre-Selected)

Sludge Dewatering - Centrifuges (Pre-Selected)

Description of Project

The City of Sault Ste. Marie retained AECOM to design upgrades to the headworks and dewatering processes at the West End Wastewater Treatment Plant (WEWWTP).

The prescribed upgrades were identified previously in a plant wide facility assessment completed by AECOM. Specifically, this project will involve upgrades to the existing septage unloading system, sludge dewatering system, and construction of a new inlet/screenings facility. Upgrades to the inlet building will include the design and installation of self-cleaning mechanical screens (50,000 m³/day), a grit classifier with a hydrocyclone/washer unit, and extension of the existing channels.

The enhancement of the sludge dewatering system will include the pre-selection, design, and installation of two rotary thickener drums (RDTs) (50 m³/hr), two centrifuges, above grade WAS holding tank, TWAS holding tanks, feed pumps, and polymer makedown and dosing systems. Also included as part of these works a 3D scan of the existing infrastructure, and feasibility studies for aeration and disinfection upgrades.

The project construction was completed in 2022.

EAST END WPCP UPGRADE TO PROVIDE SECONDARY TREATMENT

SAULT STE. MARIE, ONTARIO



Client

City of Sault Ste. Marie

Location

Sault Ste. Marie , Ontario

Project Value

\$53.4M

Project Highlights

- UV disinfection
- Electrical system upgrades

Completion Date

2009

The Sault Ste. Marie East End Water Pollution Control Plant was a primary plant discharging to the east channel of the St. Mary's River. In accordance with a remedial action plan developed for the St. Mary's River, the East End Water Pollution Control Plant was upgraded to secondary treatment standards. The upgraded plant has a rated capacity of 54,500 m³/day with a peak design flow of 184,000 m³/day. The project included decommissioning of the entire facility, except for reuse of one primary treatment tank and addition/upgrades to the sludge dewatering facility.

New process work included the following:

- Inlet and screening building,
- Ultraviolet disinfection facility
- New electrical supply
- Provision of stand-by power
- Primary clarifiers
- Odour control system
- Outfall
- Secondary treatment using the biological nutrient removal (BNR) process

The plant upgrades included a new headworks with mechanical bar screens and vortex grit removal, followed by a bioreactor providing biological nutrient removal for phosphorous and ammonia reduction, four secondary clarifiers and UV disinfection. Biosolids produced by the plant are dewatered using centrifuges for disposal in the local landfill. Part of the upgrades for this facility included a new administration building,

standby power facility consisting of two 900 kW paralleling standby generator sets and a new 1.6 km long 900 mm diameter outfall into the St. Mary's River.

The East End WPCP treats approximately 75 percent of the sewage flows from the city. Effluent is discharged to the St. Mary's River, which was identified as an area of concern by the International Joint Commission on Great Lakes Water Quality and for which a remedial action plan is in place.

East End WPCP SCADA

AECOM provided Instrumentation and Controls engineering services, as well as PLC and SCADA programming and commissioning for the upgrades to the East End Water Pollution Control Plant. This was part of the complete detailed design, contract administration and site supervision services which AECOM provided for this project.

The project included Supervisory Control and Data Acquisition (SCADA) control for the facility, and central control for a proposed wide area network for all of the city's wastewater facilities as part of a separate project.

The project scope included development of the Instrumentation and Control drawings, specifications and Process Control Narrative, PLC and SCADA software development. Testing was completed to demonstrate that all SCADA and controller software applications are working correctly, and that all software configurations match the requirements detailed in the Process Control Narratives.

ATLANTIC AVENUE WATER POLLUTION CONTROL PLANT UPGRADES

THUNDER BAY, ONTARIO



Client

City of Thunder Bay

Location

Thunder Bay, Ontario

Project Value

Effluent Disinfection & Cogen:
\$10.7M

Main Sewerage Pump Station
& Secondary Treatment Upgrade:
\$47.9M

Project Highlights

- UV disinfection
- Pumping Stations
- Electrical system design
- Hydraulic Modelling
- UV system pre-selection and evaluation

Completion Date

Effluent Disinfection & Cogen:
2009

Main Sewerage Pump Station:
2006

Effluent Disinfection & Cogeneration

AECOM provided technological evaluation, design and construction administration for a new 265 ML/d UV disinfection facility and new cogeneration facility. The UV system equipment was pre-selected upon evaluation of the available technology and installation constraints. Electrical engineering issues include power quality and associated harmonic mitigation; and interfacing with local power utility company. AECOM designed instrumentation, site utilities, and outfall piping from UV facility to existing outfall piping.

The cogeneration design included transfer of treatment biogas generated from WPCP to cogenerators to produce electricity as supplemental energy for the WPCP facility. AECOM prepared heating, cooling and ventilation load calculations; prepared plumbing loads and fire protection calculations; calculated flows, fan static pressures, pump heads, temperatures and pressure drops for equipment selections; selected all HVAC, plumbing and fire protection equipment and related accessories, such as make-up air unit, exhaust fan, electrical unit heaters, sinks, and emergence equipment prepared contract drawings for HVAC, plumbing and fire protection general layout, schematics, and details; and developed mechanical cost estimates.

Main Sewage Pumping Station and Secondary Treatment Upgrade

AECOM provided studies, detailed design, and construction management of five contracts for upgrade and rehabilitation of the Atlantic Avenue water pollution control plant and main wastewater pump station. AECOM's services include preparation of drawings, specifications, construction cost estimates, bid phase services, contract administration, shop drawing review, full-time construction inspection,

full-time resident engineering, quality control, safety, and soils testing. AECOM coordinated one main construction and installation contract, one smaller installation contract for electric motors, and three main supply contracts for equipment including the drivers and pumps for the wastewater pump station.

Main Sewage Pumping Station and Secondary Treatment Upgrade

AECOM provided studies, detailed design, and construction management of five contracts for upgrade and rehabilitation of the Atlantic Avenue water pollution control plant and main wastewater pump station.

AECOM's services include preparation of drawings, specifications, construction cost estimates, bid phase services, contract administration, shop drawing review, full-time construction inspection, full-time resident engineering, quality control, safety, and soils testing. AECOM coordinated one main construction and installation contract, one smaller installation contract for electric motors, and three main supply contracts for equipment including the drivers and pumps for the wastewater pump station.

For the main sewage pumping station, AECOM performed complex hydraulic modelling, detailed design, and construction management for an upgrade to the existing influent wastewater pumping station. The ultimate design capacity of this pumping facility is 750 ML/d. Scope of work included procurement of two 500-hp pumps with variable frequency drives (VFD) and procurement and installation of three 800-hp pumps with electric motors and VFD. The work was implemented in stages to maintain continuous operation of the pumping station. Other work included modification of the wet well to improve flow hydraulics, piping modifications, electrical distribution control system upgrades, as well as HVAC and structural modifications.

The project also involved upgrade to secondary treatment and rehabilitation of the 750 ML/d Atlantic Avenue water pollution control plant. AECOM provided detailed design of secondary treatment facilities at the plant including a DAF thickener for waste sludge, a new biological aerated filtration (BAF) system, and related ancillary systems. As a follow up to the BAF filtration, AECOM also designed the addition of nitrification to the plant. For the process water system, AECOM modeled the process water piping network using WaterCAD

software, and developed piping replacement and expansion options to enhance and simplify the existing network. AECOM also designed minor upgrades to the rectangular primary clarifiers to automate scum removal. The Atlantic Avenue WPCP serves approximately 110,000 residents in Thunder Bay.

AECOM designed and provided construction management for upgraded instrumentation and controls systems, including integration of controls into the existing SCADA system. At the Atlantic Avenue plant, this included an Allen-Bradley plant PLC and operator interface systems.

AECOM's management activities included coordinating site activities and serving as a liaison among the city of Thunder Bay, contractors, and plant personnel. Scheduling and performing work was complicated by the need to maintain normal facility operations during construction. AECOM worked closely with operators and contractors to plan and schedule outages to support work while minimizing disruptions to plant operations.

AECOM provided the city with administrative support for all contracts from award through final completion. In this role, AECOM tracked all project information, maintained all project files, prepared and expedited change orders, and assessed project risks. AECOM also reviewed contractor pay requests and made recommendations for payment.

Septage Management Study

Historically, septage haulers had discharged waste at the Atlantic Avenue water pollution control plant (WPCP), but nuisance odours were frequently reported during unloading. Because of construction activities at the WPCP, a temporary septage receiving station was established at the Hammond Avenue pumping station.

AECOM conduct a septage management study, which included the following:

- Review of sewer use bylaws compared to sewer use bylaws in other jurisdictions including review of discharge fees charged to the haulers
- Review septage discharge location options including comparison of monitoring/security, odour, utilities, access control, and process risk for the WPCP and the Hammond Avenue PS.

In addition, two discharge locations at the WPCP were investigated.

- Review septage treatment and facility upgrades including investigating various options for dumping, screening, grit removal, odour control, equalization, and pumping.
- Interim and long-term solutions were developed and capital costs provided

Tillsonburg Wastewater Treatment Plant Phase 1 Upgrades

Tillsonburg, Ontario, Canada

Client

Oxford County

Services

Preliminary Design
Detailed Design
Construction Administration
Commissioning and Training
Warranty Period Support

Project Value:

Consulting Fee: \$1.1 million

Construction Cost: \$18.6 million

Award Date:

August 2018

Completion Date:

Ongoing (In Construction)

Client Contact:

Don Ford
Manager of Water and Wastewater Services
Oxford County Public Works
519-539-9800 x3191
dford@oxfordcounty.ca

Description of Project

AECOM was retained by Oxford County (County) to complete the preliminary design, detailed design, construction administration and warranty period support for the Tillsonburg Wastewater Treatment Plant (WWTP) Phase 1 Upgrades.

The Tillsonburg WWTP is a conventional activated sludge plant with a rated capacity of 8,180 m³/day. The plant primarily receives domestic wastewater and some industrial wastewater from the town of Tillsonburg. Originally built in 1959 and expanded in 1971, the plant had aging infrastructure in need of replacement or improvement.

AECOM was retained to complete upgrades to existing capacity-limiting process such that the existing capacity of the plant would be restored following the upgrades. The objective of the Phase 1 upgrades was to replace aging infrastructure, identify and eliminate existing hydraulic bottlenecks, and bring the Tillsonburg WWTP within the Ministry of the Environment, Conservation, and Parks (MECP) design guidelines for the current rated capacity (8,180 m³/day) at the current effluent criteria.

At the onset of the project, AECOM completed a condition assessment of all structural, mechanical, electrical, controls and process assets at the facility. Assets were given a condition score based on their age, likelihood of failure and consequence of failure, which were then used to identify assets in need of replacement. Through a series of Preliminary Design Studies and Memoranda, AECOM identified the process upgrades that required improvement in order to eliminate existing hydraulic and treatment bottlenecks and bring the plant to its current rated capacity.

The preliminary components of the upgrades include:

- ▶ Design of new headworks building including mechanical step screens and vortex degritter;
- ▶ Two new primary clarifiers and primary sludge pumps
- ▶ One new positive displacement blower
- ▶ One new secondary clarifier and RAS/WAS pumping station complete with submersible pumps
- ▶ Design of a new sludge thickening facility complete with disc thickeners, polymer dosing system and TWAS pumps
- ▶ New alum holding tank and dosing skid
- ▶ New generator at the influent pumping station
- ▶ Associated structural, mechanical, electrical and controls upgrades

Construction of the upgrades began in June 2021 and is anticipated to be complete in August 2023.



Greenway Pollution Control Centre Expansion

The City of London (the City) has forecasted increases to wastewater flows both through residential intensification and the expansion of the City's established industrial land use. To accommodate continued and projected growth within the City, and to reduce impacts to the Thames River, a major infrastructure expansion and upgrades are planned for the Greenway Pollution Control Centre (PCC).

The City retained the AECOM, CH2M HILL and Eramosa Engineering team to complete the Preliminary Design, Detailed Design and Construction Administration of this significant expansion.

The primary objective of this project is to increase the PCC's rated capacity from 152 ML/d to 170 ML/d, and to increase its wet weather treatment capacity to 512 ML/d. The major components of the expansion include a new headworks facility to capture flows from the Westminster Sewer, new secondary clarifiers for Section 3, conversion of the existing Section 3 secondary clarifiers to aeration, and chemically enhanced primary treatment (CEPT) to handle wet weather peak flows.

The project also has a number of secondary objectives, which include protecting the PCC from a 250-year flood elevation of the Thames River, providing improved waste-activated sludge (WAS) handling and transfer, improving site access by constructing an additional road to the south east gate, and reviewing the PCC's existing process air supply.

A Class Environmental Assessment (EA) study was developed to create an overall approach for the expansion of this facility. When the EA was completed, an expansion roadmap was developed in March, 2012 to address the City's infrastructure needs. The proposed roadmap incorporates a three-phase approach for construction, to facilitate implementation and maintain plant operations during construction.

The AECOM/CH2M HILL/Eramosa team has identified possible enhancements to the roadmap that could further optimize the process and hydraulic performance, as well as ease operations for the City.

The AECOM/CH2M HILL/Eramosa team will be expanding Sections 2 and 3 while fully decommissioning Section 1.

The project is currently under construction.

Client
City of London

Location
London, Ontario

Services
Preliminary Design, Detailed Design, Construction Administration, Start-up, Commissioning, and Training

Project Value
\$40 million

Completion Date
2018 Expected



KITCHENER WASTEWATER TREATMENT PLANT CLASS EA AND UPGRADES

KITCHENER, ONTARIO



Client

Regional Municipality of Waterloo

Location

Kitchener, Ontario

Project Value

\$300M

Completion Date

2017

AECOM provided services for the upgrades of the 122 MLD Kitchener wastewater treatment plant to achieve a nitrified effluent. AECOM had full responsibility for project management, Class EA, conceptual design, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, contract administration, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

AECOM completed the Class EA process for the planned expansion. This Class Environmental assessment (EA) was planned as a Schedule C project. Phases 3 and 4 involved an evaluation of alternative design concepts for the preferred wastewater services strategy. The scope of work generally includes: confirmation of the problem statement; confirmation of the servicing requirements; identification of all feasible alternatives including innovative technologies; confirmation (to the extent possible) of effluent criteria; assessment of social, environmental and economic impacts; assessment of technical implications; extensive Public and Agency Participation; recommendation of a Preferred Design Concept; completion of Conceptual Design; preparation and filing of an Environmental Study Report; and responding to public enquiries. An extensive public consultation program was undertaken as part of the EA since it was anticipated that community interest would be high. Given the adjacent land uses, air (odour) and noise became an issue during the Class EA process. While historically the facility has not been the subject of odour complaints. Odour management was a key element in the identification and evaluation of all alternatives. This has historically not been completed until the detailed design stage, but in order to appease public concern, AECOM recommended that Peel Region complete this

work in advance. AECOM staff members conducted successful negotiations with the Ministry to establish permissible odour levels, by employing sophisticated modeling software (AERMOD) to demonstrate compliance.

Upon completion of the Class EA, AECOM provided design and contract administration for the following contracts: (a) Lagoon Decommissioning Contract, (b) Temporary Sludge Pumping Contract, (c) Digestion and Energy Centre Contract, (d) Liquid Module Contract, (e) Preliminary Treatment Contract, and (f) Existing Plant Upgrades Contract.

The Lagoon Decommissioning Contract included mass excavation and dredging of sludge from an existing lagoon to prepare the site for the new liquids expansion. Odour control and management was a primary concern during the execution of this contract. The Temporary Sludge Pumping Contract involved the installation of a temporary structure to house new digested sludge transfer pumps which are used to pump offsite to the Region's Dewatering Facility.

The Digestion and Energy Centre Contract is comprised of two main components. The first component is the anaerobic digestion complex sub-project which included the retrofit of two (2) anaerobic primary digesters with new steel covers, roof mounted linear motion mixers, sludge heating, and gas collection and handling equipment. An existing secondary digester was also retrofitted with a hydraulic mixing system and a new membrane gas holder mounted on top of the tank to store digester gas. The digester gas reuse system includes digester gas boosters and new dual fuel hot water boilers. Excess digester gas is flared in two (2) new waste gas burners. The second component is the Energy Centre which included new indoor substation equipped with outdoor diesel generators. The Kitchener WWTP was the 2nd WWTP in Ontario to receive a TSSA variance to use membrane gas holder to store digester gas.

The new Preliminary Treatment Facility consisted of new inlet sewers and splitting chambers; a new building housing raw sewage screening, screening and grit handling equipment, a truck loading bay with on-site storage bins for screenings and grit, and chemical storage and dosing equipment for phosphorus removal; and outdoor grit removal tanks. The project also included an in-ground biofilter, equipped with a

dispersion stack to treat and dispersed odourous air collected from the new preliminary treatment facility. AECOM performed site-wide odour and air dispersion modeling using AERMOD, and provide technical advice to the Region in their negotiation with MOE on the conditions related to ECA (air) approval for the upgrades.

The Liquid Modules Contract consisted of four parallel trains each comprising one 3-pass plug flow aeration tank with anoxic zones, fine bubble diffused aeration system, and a circular secondary clarifier equipped with sludge collection mechanism. This contract also included a centralized blower building consisting of high-speed turbo blowers and an automatic aeration control system, which is used to match air supply with process oxygen demand. A new outfall will be provided as part of this contract.

AECOM also completed preliminary design of a new Primary Sludge and WAS Thickening Facility. Primary sludge will be thickened using gravity belt thickeners, whereas WAS will be thickened using rotary drum thickeners.

There will be ten (10) equipment prepurchase contracts and five (5) major construction contracts. The total contract value (including prepurchase equipment cost) is approximately \$300M.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Region in their negotiation with MOE on the conditions related to C of A (air) approval for the upgrades.

AECOM's total fees were approximately \$27M.

Conceptual UV Design at the Island Water Treatment Plant

The City of Toronto (City) plans to construct an ultraviolet (UV) treatment facility at the Island Water Treatment Plant (WTP) that will provide year-round UV disinfection and seasonal UV Advanced Oxidation Process (AOP) treatment. The primary operating mode will involve UV disinfection to achieve a 2-log *Cryptosporidium* reduction. The secondary operating mode will be required on a seasonal basis during taste and odour events (up to 8 weeks) and will provide UV disinfection to achieve a 2-log *Cryptosporidium* reduction and UVAOP treatment to reduce geosmin and MIB.

AECOM prepared a series of Technical Memoranda that will be used as the basis for the detailed design and construction phases. They included:

- Dose determination technical memorandum
- Facility site selection technical memorandum
- Power study technical memorandum

These technical memoranda included the preparation of conceptual design drawings, a summary of UV technology, capital and operating cost estimates by certified cost estimators, computational fluid dynamic (CFD) modelling, constructability plan, construction schedule, electrical investigation and a cost-benefit analysis for multiple UV and UVAOP locations.



Client
City of Toronto

Location
Island WTP
Toronto, Ontario, Canada

Processes
UV and UV AOP

Equipment Pre-purchased or Pre-selected
n/a

AECOM's Role
Prime Consultant for Conceptual Design

Facility Size
410 ML

Project Team
Brandon Beck – Project Manager
Brian Sahely – UV and UVAOP Specialist
Martin Gravel – QA/QC Lead
Amir Ali Fakhr Samadi – Project Controls
Matt Thurston – Process Designer and Lead CAD
Joe Gemin – QA/QC Process
Atul Clerk – QA/QC Electrical
Loay Al-Sabbagh – Structural Lead
Amir Nosratian – Structural QA/QC
Vlad Bronin – Mechanical Lead
Jan Gruber – Mechanical QA/QC
Tiona Tatham – Architectural Lead
Kris Dray – Architectural QA/QC
Jim Gaudet – Certified Cost Estimator
Michelle Ajibola – Certified Cost Estimator

Capital Costs
N/A

Engineering Fees
\$126K

Dates
2016 (Ongoing Design)

Client Contact
Sarah Wilson
Project Manager
City of Toronto
(416) 338-5370

Lakeview WTP Facility Upgrades

The Lakeview Water Treatment Plant treats raw water from Lake Ontario, which typically consists of low turbidity waters having seasonal taste and odour events related to algae metabolites, such as geosmin and MIB. The plant is located within a popular recreational park and borders a residential neighbourhood. The plant consists of three water treatment plants as follows:

- OBM1 – 400 ML/d (per MDWL) ozone/BACC/membranes
- OBM2 – 400 ML/d ozone/BACC/membranes/UV
- 400 ML/d conventional filtration plant

The plant also consists of a residual management facility to treat process wastewater from above three plants (total 1150 ML/d). In 2013, a pre-design of the entire plant was conducted by others with the following work awarded to AECOM in 2014, with detailed staging of the work required:

- Upgrade the 15 conventional filters with new low-profile underdrains and dual media anthracite/sand, along with rehabilitation of the filter boxes. Also, upgrade the 16 conventional filters backwash and filter effluent pipes/vales and install new air scour pipes/valves (with new RIO panel for backwash/air scour system)
- Construct a new 400 ML/d UV building to provide disinfection
- Install a roofing membrane above the flocculation and sedimentation units nos. 1 to 3
- Upgrade the residual management facility, “within the box”, to provide better treatment to achieve 15 mg/L TSS at all times. AECOM proposed to retrofit the existing thickeners with tube settlers, provide new pipes/valves and instruments and convert these thickeners to settling tanks to provide additional settling capability. AECOM also proposed to install new pipes, valves and instruments as well as new control wiring, PLC, process/control narrative, programming, SCADA screens and Operations Manual for the entire residual management facility to provide more flexibility in operations as well as better treatment performance given better controls.
- Install a fibre based device level ring throughout the entire site for all PLCs
- Upgrade some new panels

Client
Peel Region

Location
Mississauga, Ontario, Canada

Processes
Ultraviolet Disinfection
Filter Upgrades
Residual Management
Device Level Rings
New PLC Panels
New Roofing Membrane

Equipment Pre-purchased or Pre-selected
UV Equipment (pre-purchased)

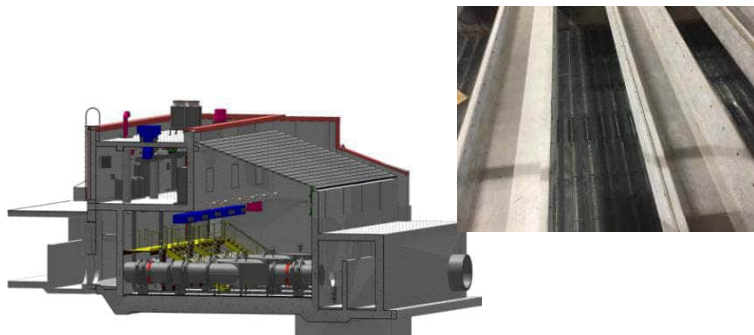
AECOM's Role
Sole Consultant for Design and Construction

Facility Size
400 ML/d (conventional), 1150 ML/d (entire plant)

Project Team
Martin Gravel – Project Director
Brian Sahely –Project Manager
Amir Ali Fakhr Samadi – Project Controls
Glenn Duke – Project Quality Review (PQR) Lead
Kayla Leah Ayana – CAD Coordinator
Hang Nguyen – Process Support and Full-time Contract Administrator
Matt Thurston – CAD Designer Lead
Joe Gemin – QA/QC Process (Design)
Simon Breese – QA/QC Process (Treatment)
William (Bill) Clunie – Technical Advisor
Amir Nosratian – Structural QA/QC
Pratik Christian – Architectural Lead
Kris Dray – Architectural QA/QC
Michael McGee – I&C and SCADA Lead
William Dohmen – I&C and SCADA QA/QC
Hiam Al-Sabery – Electrical QA/QC
Vlad Bronin – Mechanical Lead
Jan Gruber – Mechanical QA/QC
Ian Smith – Construction Advisor
Ryan Unrau – Senior Inspector/Contract Administrator

Capital Costs
\$22.5MM

Dates
2016



ASHBRIDGES BAY TREATMENT PLANT VARIOUS ODOUR CONTROL UPGRADE

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Value

\$130M

Project Highlights

- Building Envelope, Structural and HVAC Retrofits
- Electrical Upgrades

Completion Date

2013

AECOM is providing preliminary design, detailed design, and services during construction for upgrades to improve odour management at the Ashbridges Bay treatment plant (ABTP), the largest wastewater treatment plant in Canada, with the capacity to treat 180 mgd, serving 1.2 million people in an urban environment.

The overall project is broken into five separate contracts (presented on the following pages), each to be issued as a stand-alone tender package for construction, as follows:

1. M & T Building Upgrades
2. D-Building Upgrades
3. Aeration Odour Control Upgrades
4. Aeration Tank 2 Upgrades
5. Biosolids Biofilter Upgrades.

The upgrades at each contract are however tied into an overall site-wide strategy to:

- Effectively eliminate off-site odour impacts from ABTP;
- Bring the facility into compliance with ventilation; and electrical safety requirements of NFPA 820.

Development of the site-wide air management strategy to achieve these goals included extensive conceptual design, provision of all permits & approvals, negotiation with the MOE and ESA, site-wide cost-benefit analysis & value engineering, inorganic odour-control technology pilot testing & evaluation, and provision of process upgrades to improve energy efficiency and prevent odour generation.

ABTP ODOUR CONTROL UPGRADE: M AND T BUILDINGS

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Highlights

- Building Envelope, Structural and HVAC Retrofits

Completion Date

2011

M - and T-Building are the two pumping stations north of ABTP which divert flow to the D- and P-Building Primary Treatment areas. The scope of work in these areas included the following as part of the overall odour control and NFPA 820 implementation strategies:

M-Building

- Screen Replacement;
- Pump Room Ventilation Upgrade;
- Carbon Scrubber Addition with art-enhanced local stack.

T-Building

- Upgraded Ventilation System;
- Improved HVAC and Heating Systems;
- Roof Expansion & Replacement;
- Upgraded Odour Control System.

AECOM's team was involved in the management of additional, related design and construction works associated with the D-Building construction sequencing and flow-control strategies, the ongoing gate replacement as part of the ABTP P-Building Upgrades and other NFPA 820-related projects.

ABTP ODOUR CONTROL UPGRADE: D BUILDING

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Highlights

- Building Envelope, Structural and HVAC Retrofits
- Electrical Upgrades

Completion Date

2013

The D-Building is one of two Primary Treatment complexes at ABTP. The D-Building upgrades as part of the ABTP Odour Control Project were two-fold:

- Upgrades to preliminary treatment to improve effluent quality, increase energy efficiency, and to provide greater flexibility of operation – modifications to grit & screen handling and new solids loading bay;
- Provide treated and un-treated odour control systems per the revised air-handling strategy.

One of the lessons of the odour control pilot study was that not all odourous air streams can be treated in a cost-effective manner. To this end, only the highly-odourous air sources at D-Building are being treated by a local biofilter. The low-intensity, high-volume Primary Clarifier atmosphere is being addressed by dispersion only with a local stack.

ABTP ODOUR CONTROL UPGRADE: AERATION ODOUR CONTROL UPGRADES

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Highlights

- Building Envelope, Structural and HVAC Retrofits

Completion Date

2012

The Aeration Odour Control Upgrades were associated with the single-biggest improvement in odour impact of the Project as a whole. The existing emission air control system was replaced and additional fans and ductwork were put in place to convey the extremely high-volume, low-intensity aeration odour to the main incinerator stack, to be exhausted and dispersed.

Included in the scope of work were the evaluation and assessment of existing obsolete systems and structures to be removed including substantial designated substances evaluation, quantification and risk management, structural evaluation and odour-control arrangement and design as part of the overall air management strategy.

ABTP ODOUR CONTROL UPGRADE: AERATION TANK 2 UPGRADE

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Highlights

- Structural and HVAC Retrofits

Completion Date

2012

Aeration Tank 2 was converted as part of a pilot study that was placed over the course of two years, to fine-bubble diffusers and had the existing concrete covers replaced with fully openable hinged aluminum covers.

Included in the AECOM scope of work were:

- Extensive diffuser and cover technology review;
- Hydraulic & process modelling;
- Blower and supply air system evaluation & retrofit.

The pilot study was intended to demonstrate the feasibility of full nitrification within the existing plant aeration tankage, and reviewed the effectiveness of various operational practices prior to applying them to the other 10 tanks in use at ABTP.

ABTP ODOUR CONTROL UPGRADE: BIOSOLIDS BIOFILTER UPGRADE

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Highlights

- HVAC Retrofits

The Biosolids handling of the ABTP process generated extremely high-intensity odours and required substantial ventilation for operator comfort. As such, odour control was necessary and the existing biofilter was put in service in 2000. The biofilter was not performing at an optimum level, however, and needed improvement as well as having new odour sources added to utilize spare capacity.

Included in the AECOM scope of work:

- Removal of existing organic media beds;
- Provision of new structure with improved drainage and limited fugitive emissions - concrete & aluminum enclosure;
- Use of more up-to-date inorganic media beds;
- New dedicated stack.

The existing AECOM-design biofilter was functioning well but does not provide the level of performance required to meet the odour impact requirements per the overall odour control strategy.

P BUILDING HEADWORKS AND ODOUR CONTROL

TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Highlights

\$110M

Completion Date

Ongoing

AECOM was retained by the City of Toronto to implement upgrades to the P Building at Ashbridges Bay Treatment Plant. The project involves integrating operations considerations to ensure that the City continues to meet its compliance objective.

The City's overall project goal is to improve screening and grit removal, modernize and rehabilitate existing aging infrastructure at the east and west P buildings, address treatment of wet weather flows through CEPT testing and reduce odours from the area to the extent required by the OCF Air Management Strategy. All upgrades will be compatible with the future implementation of a high rate treatment process.

AECOM is providing innovative solutions for specific problems associated with converting and upgrading existing facilities while maintaining high quality treatment. In addition, AECOM is paying close attention to stakeholders' issues including an integrated architectural approach for the facilities.

AECOM is providing required engineering services to meet this objective through an efficient and well-structured approach and execution plan. Specific services include:

- Optimization of existing clarifiers 7 to 9 (CEPT)
- Raw sewage influent conduits modification
- East and west headworks upgrade
- Replacement of critical diversion gates
- Hydraulic condition analysis
- New bypass channel
- New integrated metal workshop
- Primary sludge pumping upgrade and replacement
- Odour control
- Provision for future high- rate treatment.

DUFFIN CREEK WATER POLLUTION PLANT, STAGE 3 LIQUIDS AND SOLIDS EXPANSION PROJECT

PICKERING, ONTARIO



Client

Regional Municipalities of York
and Durham

Location

Pickering, Ontario

Project Value

\$360M

Completion Date

May 2012 (Dewatering)

Dec 2010 (Liquid Modules)

Feb 2013 (Stage 3 PS)

AECOM and its partner were retained by the York and Durham Regions to expand the Duffin Creek WPCP to meet population growth, and more stricter effluent and air and odour control requirements. The Stage 3 Expansion was subdivided into two separate projects:

- Stage 3 Liquids Process Expansion which increased the liquid capacity to 630 MLD
- Stage 3 Solids Process Expansion which increased the solids treatment capacity to a firm capacity of 270 dry tones/day

As part of the partnership, AECOM had full responsibility for project management, conceptual design, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, contract administration, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration for the following contracts: (a) Liquids Modules Contract, (b) Preliminary Treatment Contract, (c) Raw Sewage Pumping Station, (d) Temporary Dewatering Contract, and (d) New Dewatering Building.

The Liquid Modules Contract consisted of a 300 MLD expansion consisting of six parallel trains each comprising a primary clarifier with travelling bridge sludge collection mechanism, one 3-pass plug flow aeration tank with anoxic zones, fine bubble diffused aeration system, and a rectangular secondary clarifier equipped with chain and flight sludge collection mechanism. This contract also included a centralized blower building consisting of single stage blowers and an automatic aeration control system, which is used to match air supply with process

oxygen demand. AECOM designed and programmed the plant-wide SCADA system for the new processes and to integrate into the existing works. The following measures were implemented and the project was successfully completed 2 months ahead of schedule, which was considered very aggressive by general contractors consulted during the design stage:

- Prepurchasing of all major equipment, including diffusers, blowers, travelling bridge mechanisms and chain and flight mechanisms
- Prequalification of general contractors and major sub-contractors (electrical and mechanical)
- Comprehensive FAT and SAT testing; these comprehensive FAT tests eliminated schedule delays which would otherwise be expected when equipment fail to operate as design upon delivery and installation onsite. Comprehensive SAT tests resulted in a smooth handover to the Regions.
- A rigorous approach to construction management and construction schedule monitoring and control.

The Liquid Modules Contract consisted of a 310 MLD expansion consisting of six parallel trains each comprising a primary clarifier with travelling bridge sludge collection mechanism, one 3-pass plug flow aeration tank with anoxic zones, fine bubble diffused aeration system, and a rectangular secondary clarifier equipped with chain and flight sludge collection mechanism. This contract also included a centralized blower building consisting of single stage blowers and an automatic aeration control system, which is used to match air supply with process oxygen demand.

The new Raw Sewage Pumping Station will be a circular submersible wet well, 29m diameter x 28m deep. Eight (8) variable speed, centrifugal-submersible pumps – five (5) duty and three (3) standby – will be installed to provide firm capacity redundancy. The wet well will be split into two identical sections to enable half of the total wet well to be isolated and taken out of service for scheduled cleaning while the other half remains in service. The pump configuration also accounts for this feature, although the overall pump station capacity is reduced by half during these scheduled cleaning events.

The new Preliminary Treatment Facility consisted of new inlet sewers and splitting chambers; a new building housing raw sewage screening, screening and grit

handling equipment, a truck loading bay with on-site storage bins for screenings and grit, and chemical storage and dosing equipment for phosphorus removal; and outdoor grit removal tanks.

The Temporary Dewatering Contract included installation of one new dewatering centrifuge, feed pumps and a polymer makeup and dosing system, and a control system to automatically control the dewatering process. This contract was executed to address serious bottleneck in the solid treatment process prior to completion of the main Dewatering Contract.

The New Dewatering Building is the only building at Duffin Creek WPCP that is based on a LEED design. More importantly, it is the first industrial water pollution control plant to receive LEED Gold certification level in the CaGBC rating category of New Construction and Major Renovations. The New Dewatering Building houses 8 dewatering centrifuges, 4 cake storage silos, 4 cake pumps to pump dewatered cake to fluidized bed incinerators, centrate collection system, and 8 polymer makedown, storage and dosing systems.

The project also included two in-ground biofilters and a common dispersion stack to treat and dispersed odorous air collected from the preliminary treatment building and the raw sewage pumping station. AECOM performed site-wide odour and air dispersion modeling using AERMOD, and provide technical advice to the Region in their negotiation with MOE on the site-wide odour management plan and the conditions related to ECA (air) approval for the upgrades.

AECOM designed and programmed the plant-wide SCADA system for the new processes and to integrate into the existing works.

There were nine (9) equipment prepurchase contracts and seven (7) major construction contracts led by AECOM (in all there will be eleven (11) major construction contracts executed simultaneously). The total contract value (including prepurchase equipment cost) for the AECOM-led contracts is approximately \$360M. Construction change orders on the AECOM-led projects were less than 3% of the original construction bid price. In addition, pre-tender estimates were within 3% of the combined winning bids for all contracts.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals,

equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Region in their negotiation with MOE on the site-wide odour management plan and the conditions related to ECA (air) approval for the upgrades, technical advice to the Region in handling the political sensitivities surrounding odour management and control at the plant.

AECOM's total fees were approximately \$26M.

CLARKSON WASTEWATER TREATMENT PLANT PHASE 1 EXPANSION

MISSISSAUGA, ONTARIO



Client

Regional Municipality of Peel

Location

Mississauga, Ontario

Project Value

\$100M

Completion Date

2006

AECOM provided services for the Clarkson wastewater treatment plant expansion from 164 MLD to 200 MLD design flow, and upgrading to achieve a nitrified effluent. AECOM had full responsibility for project management, conceptual design, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, contract administration, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

AECOM's work included a new screening and grit removal building; new aeration tank, air blowers, and secondary clarifier; two new 33 m diameter anaerobic digesters along with improvements to three existing digesters; new biosolids handling complex housing rotary drum waste activated sludge thickeners, dewatering centrifuges, sludge cake conveyors and piston pumps, truck loading bay, and odour control scrubbers; expanded disinfection facilities including dechlorination, and outfall modifications; and plant-wide SCADA system for improved process control and automation. There were five (5) equipment prepurchase contracts and seven (7) major construction contracts.

The total contract value (including prepurchase equipment cost) was approximately \$100M.

The project won the ZOPWA Public Works Project of the Year Award in 2007.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Region in their negotiation with MOE on the conditions related to C of A (air) approval for the upgrades.

AECOM's total fees were approximately \$12M.

CLARKSON WASTEWATER TREATMENT PLANT
PHASE 2 EXPANSION
MISSISSAUGA, ONTARIO



Client

Regional Municipality of Peel

Location

Mississauga, Ontario

Project Value

\$100M

Completion Date

2013 (Liquids and Solids)

2015 (Digestion and Cogen)

AECOM provided services for the Clarkson wastewater treatment plant expansion from 200 MLD to 350 MLD design flow, and upgrading to achieve a nitrified effluent. AECOM had full responsibility for project management, Class EA, conceptual design, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, contract administration, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

AECOM completed the Class EA process for the planned expansion. This Class Environmental assessment (EA) was planned as a Schedule C project. Phases 3 and 4 involved an evaluation of alternative design concepts for the preferred wastewater services strategy. The scope of work generally includes: confirmation of the problem statement; confirmation of the servicing requirements; identification of all feasible alternatives including innovative technologies; confirmation (to the extent possible) of effluent criteria; assessment of social, environmental and economic impacts; assessment of technical implications; extensive Public and Agency Participation; recommendation of a Preferred Design Concept; completion of Conceptual Design; preparation and filing of an Environmental Study Report; and responding to public enquiries. An extensive public consultation program was undertaken as part of the EA since it was anticipated that community interest would be high. Noise and vibration impacts of the expansion alternatives were assessed during the Class EA. Both impacts and means of mitigation of noise and vibration sources were documented. The noise and vibration impacts and means of mitigation for the preferred expansion alternative was detailed in the ESR. Given the adjacent land uses, air (odour) and noise became an issue during the Class EA process. While historically the facility has not been

the subject of odour complaints. Odour management was a key element in the identification and evaluation of all alternatives. This has historically not been completed until the detailed design stage, but in order to appease public concern, AECOM recommended that Peel Region complete this work in advance. AECOM staff members conducted successful negotiations with the Ministry to establish permissible odour levels, by employing sophisticated modeling software (AERMOD) to demonstrate compliance.

AECOM's design work included upgrades to the biosolids handling complex to install new rotary drum waste activated sludge thickeners, dewatering centrifuges, and a new truck loading bay; upgrades to the headworks building to install new screens; a mass excavation and lagoon decommissioning contract to prepare the site for the new liquids expansion, a new liquids treatment expansion including three primary tanks, three aeration tanks, blower building housing two new air blowers, and three secondary clarifiers; two new odour control system consisting two new biofiltration and stack systems to treat odorous air from covered primary influent channels and covered primary effluent weirs; and upgrades to the Biogas systems to allow digester gas storage and reuse in a combined heat and power system. The Clarkson WWTP was the 1st WWTP in Ontario to receive a TSSA variance to use membrane gas holder to store digester gas.

The project also included two in-ground biofilters, each equipped with a dispersion stack to treat and dispersed odourous air collected from the existing and new primary clarifiers. AECOM performed site-wide odour and air dispersion modeling using AERMOD, and provide technical advice to the Region in their negotiation with MOE on the conditions related to ECA (air) approval for the upgrades.

AECOM designed and programmed the plant-wide SCADA system for the new processes and to integrate into the existing works.

There were six (6) equipment prepurchase contracts and three (3) major construction contracts. The total contract value (including prepurchase equipment cost) was approximately \$100M.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Region in their negotiation with MOE on the conditions related to C of A (air) approval for the upgrades.

AECOM's total fees were approximately \$14M.

HIGHLAND CREEK WASTEWATER
TREATMENT PLANT
TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Value

\$200M

Completion Date

2015

This 218 MLD conventional activated sludge plant serves the eastern portion of the City of Toronto. AECOM is the original engineer for this plant and the majority of the process upgrades since.

Most recently, AECOM had full responsibility for project management, conceptual design, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, contract administration, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration for the following contracts: (a) Chlorination Contract, (b) Dechlorination Contract, (c) WAS Thickening and Sludge Storage Contracts, (d) Miscellaneous Electrical Upgrades Contract, (e) Preliminary Treatment Contract, and (f) Biosolids and Dewatering Upgrades Contract.

The Chlorination Contract included new sodium hypochlorite storage and dosing equipment, completed with automatic dosing system for compound loop control, to satisfy a work order issued by MOE. The Dechlorination contract included new sodium bisulphite storage and dosing equipment, completed with automatic dosing. The Dechlorination Contract was implemented to enable the City to meet new Federal regulations on the discharge of chlorinated effluent. The HCTP WWTP was one of the 1st large-scale plants in Ontario to receive MOE approval for using an outfall for chlorination and dechlorination, and using a simulator for process control.

The new Preliminary Treatment Facility consisted of new inlet sewers and splitting chambers; a new building housing raw sewage screening, screening and grit handling equipment, a truck loading bay with on-site

storage bins for screenings and grit, and chemical storage and dosing equipment for phosphorus removal; and outdoor grit removal tanks. The project also included two in-ground biofilters, each equipped with a dispersion stack to treat and dispersed odourous air collected from the existing primary clarifiers and the new preliminary treatment facility. AECOM performed site-wide odour and air dispersion modeling using AERMOD, and provide technical advice to the Region in their negotiation with MOE on the conditions related to ECA (air) approval for the upgrades.

The WAS Thickening and Sludge Storage Contract involve major renovations to an existing building to meet OBC and NFPA requirements, and to house the new WAS Thickening equipment and systems. The WAS Thickening Building will house 6 dewatering centrifuges, centrate collection system, and 3 polymer makedown, storage and dosing systems. The Sludge Storage Facility involve major renovations to an existing building to meet OBC and NFPA requirements, and to house the new blended sludge mixing and transfer equipment and systems. The project also involve retrofit of four existing anaerobic digesters to sludge storage tanks, with new hydraulic jet mixing system and new steel covers. The project also included two in-ground biofilters, each equipped with a dispersion stack to treat and dispersed odourous air collected from the WAS Thickening Building and the Sludge Storage Tanks. AECOM performed site-wide odour and air dispersion modeling using AERMOD, and provide technical advice to the Region in their negotiation with MOE on the conditions related to ECA (air) approval for the upgrades.

The Biosolids and Dewatering Building Upgrades involve major renovations to an existing building to meet OBC and NFPA requirements. The contract includes a temporary dewatering facility prior to complete removal of existing centrifuges and installation of newer centrifuges in the retrofitted room. This was required to minimize plant disruptions. The Temporary Dewatering Contract included installation of two new dewatering centrifuges, feed pumps and a polymer makeup and dosing system, cake pumps and cake hopper, and a control system to automatically control the dewatering process. The permanent Dewatering Building will house 6 dewatering centrifuges, 2 cake storage silos, 2 cake pumps to pump dewatered cake to fluidized bed

incinerators, centrate collection system, and 3 polymer makedown, storage and dosing systems.

The total combined contract value (including prepurchase equipment cost) is approximately \$200M. Construction change orders for the tenders that have already being closed were less than 3% of the original construction bid price. In addition, pre-tender estimates were within 2% of the combined winning bids for all contracts.

The City has also retained AECOM for a 5-year term to complete all site-wide air dispersion modeling and secure ECA (air) approvals for all projects completed by AECOM and other consulting engineers during this period.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Region in their negotiation with MOE on the site-wide odour management plan and the conditions related to ECA (air) approval for the upgrades, technical advice to the Region in handling the political sensitivities surrounding odour management and control at the plant.

AECOM's total fees were approximately \$21M.

G.E. BOOTH WASTEWATER TREATMENT PLANT

MISSISSAUGA, ONTARIO



Client

Region of Peel

Location

Mississauga, Ontario

Project Value

\$250M

Completion Date

2010

The Region of Peel retained our multidisciplinary team to complete the detailed design, tendering, contract administration and site inspection services for the \$250 million upgrade and expansion of the G.E. Booth Wastewater Treatment Facility (520 MLD). The fast-tracked project was divided into a total of ten contracts to increase contractor competition. Each contract was structured to allow separation in time and space such that the Region would not become the Constructor.

Some of the Contracts included:

Contract 1 - IFAS Demonstration This full-scale implementation of innovative technology was designed to demonstrate the performance and operability of an integrated fixed film activated sludge (IFAS) system for enhanced nitrification. The process performance of the system has been excellent to date and results suggest that this technology could save the Region more than \$25 million dollars in expansion costs to achieve nitrification. (\$4.4 million)

Contract 2 - Secondary Clarifier Upgrades Design was completed for the retrofit of the existing three siphon bridge secondary clarifiers to chain and flight clarifiers. The design incorporated innovative low-cost clarifier benching to address crooked walls. (\$4.8 million)

Contract 6 - Headworks Design of a new state-of-the-art headworks facility incorporating perforated plate screens complete with screenings, washer-compactors, and a new vortex grit removal system complete with grit slurry pumps, classifiers and conveyors. Odour control facilities were also incorporated into the new headworks facility. (\$26.1 million)

Contract 7 - Treatment Expansion of the liquid treatment processes included new primary clarifiers, plug-flow aeration tanks complete with fine

bubble diffusers, new chain and flight secondary clarifiers, and new blower building and gallery complete with blowers and return activated sludge/waste activated sludge (RAS/WAS) pumps. (\$46.5 million)

Contract 8 - Solids Handling Design of a new consolidated WAS Thickening and Dewatering facility utilizing high solids centrifuges. The new facility incorporates a silo based dry polymer system and bulk storage tanks for liquid polymer. (\$60.5 million)

There were five (5) equipment prepurchase contracts and eight (8) major construction contract led by AECOM (in all there were nine (9) major construction contracts executed simultaneously). The total contract value (including prepurchase equipment cost) for the AECOM-led contracts is approximately \$250M.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Region in their negotiation with MOE on the site-wide odour management plan and the conditions related to ECA (air) approval for the upgrades, technical advice to the Region in handling the political sensitivities surrounding odour management and control at the plant.

AECOM's total fees were approximately \$14M.

ASHBRIDGES BAY TREATMENT PLANT
NEW BIOSOLIDS CAKE STORAGE SILOS AND A TRUCK LOADING FACILITY
TORONTO, ONTARIO



Client

City of Toronto

Location

Toronto, Ontario

Project Value

\$44M

Completion Date

2000

The design/build contract awarded to ICON Systems (which was acquired by Earth Tech in June of 1999) dealt with the design and construction of new biosolids cake storage silos and a truck loading facility for the Direct Land Application alternative of 25,000 dry tonnes per year, as well as, odour control for the new silos and truck loading facility and existing dewatering building. The cost of this design/build contract was \$44 million, and completion was late December 2000. This facility was one of the largest of its kind and the City has been very pleased with its performance.

Dewatered biosolids cake was pumped from the existing dewatering building (using existing cake pumps and piping) to three (3) new sludge tank storage silos, each with an active capacity of 400 m3, for a total storage capacity of 1200 m3.

Biosolids cake was pumped from these storage silos to the truck loading facility and stored in four (4) live-bottom hoppers, configured with two hoppers, in series, in each loading bay with a total volume of 800 m3 (4 x 200 m3).

The truck loading facility consists of two drive-through loading bays, each equipped with a digital model weighing scale, and both capable of operating simultaneously. Loading bays were designed to accommodate various truck sizes and configurations, including those trucks used by the City's approved biosolids haulers.

Services provided by AECOM:

Project management, preliminary design, odour and air modeling, detailed design, permitting and approvals, equipment prepurchase, contractor prequalification, construction management, startup, testing and commissioning, operator training, SCADA design and programming, and warranty period administration.

Construction management included managing simultaneous construction contracts, planning logistics of shutdown and start-up of new processes without disruption of treatment plant.

Site-wide odour and air dispersion modeling using AERMOD, technical advice to the Cty in their negotiation with MOE on ECA (air) approval for the upgrades.

WOODWARD AVENUE WASTEWATER TREATMENT PLANT UPGRADES

HAMILTON, ONTARIO



Client

City of Hamilton

Location

Hamilton, Ontario

Project value

\$36,000,000 (fees)

Completion Date

2015

AECOM, through its predecessor companies, has provided engineering and consulting services to the Woodward plant since its inception in 1959, beginning with the design and construction of the original primary treatment plant, pumping station and disinfection. Throughout the years, we have worked on upgrading and expanding clarifiers, addition of secondary treatment, sludge management facilities, automation/SCADA and much more at the facility.

The Woodward Avenue WWTP is a conventional secondary treatment plant with chlorine disinfection and has an average day capacity of 409 ML/d and a peak capacity of 409 ML/d. The plan is to expand the plant to 500 ML/d (1,000 ML/d peak capacity) to treat a larger portion of wet weather flows, and upgrading the level of treatment to provide year-round nitrification, tertiary phosphorus removal, and a non-toxic disinfection method. Major expansion projects include replacement of raw wastewater pumping station, expansion of secondary treatment, provision of tertiary phosphorous removal using membrane technology, and implementation of dechlorination.

AECOM, in partnership with CH2M HILL will provide consulting services to manage the design, construction, and warranty services for the City of Hamilton's Woodward Avenue Wastewater Treatment Plant upgrade expansion.

This project is the culmination of several years of collaboration between the City of Hamilton, CH2M HILL and AECOM

As a team, our extensive past work – which includes the Enhanced Conceptual Design Report; the Water and Wastewater Master Plan; the Environmental Assessment and Study Report; and the Pilot Testing of Innovative Membrane Treatment – provides the team with a solid foundation for undertaking this challenging engineering and construction effort.

The key features of the project will be:

- Upgrading the existing North plant to provide biological phosphorus (bio-P) removal
- Upgrading the South plant to operate as a nitrifying plant, with potential to enhance by bioaugmentation using TMBR waste sludge
- Constructing a new membrane bioreactor facility to operate in tertiary MBR (TMBR) mode with a peak capacity of 600 ML/d blending secondary treated effluent (primary from the South Plant) with TBNR effluent during wet weather

Electrical Upgrades:

- Raw Wastewater Pumping Station – New raw wastewater pumping station to replace existing station with a firm capacity for 1700 ML/d. Key features include innovative phased tie-in to live influent sewers, split wetwells and dry pit immersible pumps.
- Site wide electrical service and stand-by power. A new dual high voltage (13.8 kV) loop based system with local secondary selective transformation to improve overall system flexibility and reliability. A new 15 MW stand-by power facility with utility paralleling and bumpless transfer capability will provide back-up power to the high voltage loop for all plant process areas.
- Chlorine contact tank and outfall – A new chlorine contact tank and outfall to Red Hill Creek will provide adequate disinfection contact time and dechlorination prior to discharge to Red Hill Creek.

The objectives of this project include:

- Development and growth by accommodating the City's development pressures driven by the Places to Grow legislation and development initiatives
- Improving water quality by upgrading the performance of the Woodward Avenue WWTP to improve effluent quality, meet remediation targets, and delist Hamilton Harbour as an area of concern by 2015

- Sustainability by contributing to the City's need for superior performance by advancing the reputation of the Woodward Avenue WWTP as a "Centre of Excellence" for state of the art treatment technology, superior operations, and energy efficiency
- Funding by adhering to funding criteria and requirements set by the various contributors to the project's capital budget – including Canadian Ontario Infrastructure Program (COIP), Public Infrastructure Renewal (PIR) Office and Canadian Strategic Infrastructure Fund (CSIF)
- Staying on schedule by meeting the 2015 target of completion and interim growth demands
- Affordability by ensuring that this needed infrastructure project moves forward and is completed within strict capital and lifestyle cost limitations.

This project will also include a new 1,700 ML/d pumping station and a new membrane bioreactor facility, which will be one of the largest in the world.

Appendix C

Project Staff CVs



Appendix D

Time-Task Matrix



Request for Proposal 2023PWE-ENG-03-P
Professional Services for the East End WPCP UV Upgrade

WORK PLAN AND FEE SCHEDULE

	PROJECT MANAGEMENT TEAM				ENGINEERING TEAM						CADD TEAM			CONSTRUCTION ADMIN.		Total Hours	Subtotal Fees	Sub-Consultants	AECOM Disbursements	TOTAL FEES
	PROJECT DIRECTOR	PROJECT ADVISOR	PROJECT DELIVERY LEAD	ADMIN SUPPORT	PROCESS LEAD	STRUCTURAL LEAD	BUILDING MECHANICAL LEAD	ELECTRICAL LEAD	I&C LEAD	ENGINEERING SUPPORT	CADD LEAD PROCESS	CADD LEAD STRUCTURAL	CADD SUPPORT	CONTRACT ADMIN	GENERAL SITE INSPECTION					
	Neil Awrde	Rick Talvite	Phil Spencer	Administrative Support	Cristina Alfano	John Pucchio	Babak Javadi	Darren Woods	Darryl Stahke	Varies by Discipline	George Malota	Tom Gonyou	Varies by Discipline	Jake van Heerwaarden	John Griffiths					
Hourly Rate																				
Location	London	SSM	London	London	London	London	Kitchener	SSM	Hamilton	Various	London	London	Various	London	SSM					
WORK PLAN ACTIVITIES																				
Project Management and Administration (All Tasks)																				
Project Management, Controls, Invoicing, and Administration	40			32												72	\$13,080		\$1,000	\$14,080
Monthly Progress Reports / Monthly Progress Meetings	20	8	40													68	\$13,940		\$500	\$14,440
AECOM Quality Control and Health & Safety Requirements	4			24												28	\$3,180		\$500	\$3,680
Subtotal	64	8	40	56	0	0	0	0	0	0	0	0	0	0	0	168	\$30,200	\$0	\$2,000	\$32,200
Project Initiation, Data Collection & Review																				
Project Meeting #1: Project Initiation (AECOM and City)	2	2	2													6	\$1,360		\$150	\$1,510
AECOM Healthy Start Meeting (Internal)	4		2		4	2	2	2	2							18	\$3,360			\$3,360
Multi-Discipline Background Information Review					4	4	2	2	2		2	2				18	\$3,170			\$3,170
Subtotal	6	2	4	0	8	6	4	4	4	0	2	2	0	0	0	42	\$7,890	\$0	\$150	\$8,040
Field Investigations																				
Topographical Survey around existing UV Structure			2		4								4			10	\$1,320	\$5,000		\$6,320
Geotechnical Investigation (2 boreholes and report)			4		4	4							4			16	\$2,660	\$15,000		\$17,660
Preconsultations with MECP, Conservation Authority (qty 3 meetings, virtual)	2	2	4		4	2	2			16						32	\$4,600		\$150	\$4,750
Subtotal	2	2	10	0	12	6	2	0	0	16	0	0	8	0	0	58	\$8,580	\$20,000	\$150	\$28,730
Detailed Design (50%, 95%, and Tender)																				
50% Detailed Design																				
Detailed Design Report and Discipline Detailed Design			8		16	16	12	16	16	40						124	\$18,680			\$18,680
Class 'C' Construction Cost Estimate			2		4	4	2	4	2	8						26	\$3,980			\$3,980
Draft Process Control Narrative			2		16				8	16						42	\$5,540			\$5,540
Draft Technical Specifications and Performance Requirements (Division 1, 11, 16)			2		8			2	6	8						26	\$3,640			\$3,640
Draft Detailed Construction Staging Plan			2		8			4		8			10			32	\$4,000			\$4,000
50% Design Drawings (All Disciplines)					16	16	12	16	16	8	80	80	192			428	\$61,240			\$61,240
Design Workshop: 50% Design Review & Solicit Comments	4	2	2							8						16	\$2,670		\$150	\$2,820
Approvals																				
MECP ECA Amendment (Notice of Modifications) for Sewage Works			2		4					8						14	\$1,680			\$1,680
Preconsultation with Building Department (Building Permit by Contractor)			2			4				8						14	\$2,140			\$2,140
Review of ESA Permit Application (ESA Permit by Contractor)			2					4		8						14	\$1,820			\$1,820
95% Detailed Design																				
Technical Specifications (Divisions 1-16)			8		16	16	8	16	16	40						120	\$18,160			\$18,160
Draft Tendering Document		2	2		4					4						12	\$1,790			\$1,790
Class 'B' Construction Cost Estimate			2		4	4	4	4	4	8						30	\$4,600			\$4,600
Detailed Construction Staging Plan			2		4	4		4		8						22	\$3,360			\$3,360
95% Design Drawings (All Disciplines)			8		16	16	12	16	16		80	80	154			398	\$58,420			\$58,420
Design Workshop: 95% Design Review & Solicit Comments	4	2	2							8						16	\$2,670		\$150	\$2,820
Tender Documents																				
Tendering Document and Specifications		2	2		8	8	4	8	8	24						64	\$9,650			\$9,650
Stamped Tender Drawings (All Disciplines)			8		4	4	4	4	4	40	32	32	80			212	\$28,340			\$28,340
Class 'A' Pre-Tender Construction Cost Estimate			2		4	4	4	4	4	8						30	\$4,600			\$4,600
Subtotal	8	8	60	0	132	96	62	102	100	252	192	192	436	0	0	1640	\$236,980	\$0	\$300	\$237,280
Tendering & Contract Execution																				
Mandatory Pre-Tender Site Meeting		2						2							4	8	\$1,510		\$150	\$1,660
Tender Period Support (Addenda, etc.)					4	4		4	4	16				20	4	56	\$7,100			\$7,100
Tender Submissions Review and Award Recommendation Letter			2											4	2	8	\$1,050			\$1,050
Contract Documents Preparation (3 sets) and Facilitate Contract Execution				4						4				8	4	20	\$2,180		\$2,000	\$4,180
Subtotal	0	2	2	4	4	4	0	6	4	20	0	0	0	32	14	92	\$11,840	\$0	\$2,150	\$13,990
Contract Administration & Site Services (12 Months)																				
Issued for Construction Drawings and Specifications incorporating Addenda Changes											8	8	16	8		40	\$5,200			\$5,200
Pre-Construction Meeting			2											4	2	8	\$1,050		\$150	\$1,200
Monthly Construction Meetings (qty. 12 meetings - virtual)			12											80		92	\$9,640			\$9,640
Shop Drawing Co-ordination & Review					8	16	16	24	16	40				40		160	\$21,920			\$21,920
Part-Time Site Inspection (8 hours/day, 3 days/week, 8mths of 12mth duration)															864	864	\$142,560		\$1,500	\$144,060
Engineering Inspections					24	16	8	24								72	\$12,360		\$10,000	\$22,360
General Contract Administration (incl. RFIs, RFOs, COs, Progress Payments, etc.)			24		16	16	8	16	16	40				80		216	\$28,480			\$28,480
Maintain Contract Administration Logs and Deficiency List														40		40	\$3,800			\$3,800
FAT and SAT									16							16	\$2,880		\$1,500	\$4,380
System Integration and Programming									160							160	\$28,800		\$5,000	\$33,800
Preparation of Final PCN					8				8							16	\$2,520			\$2,520
Contractor Commissioning Support									8					16		24	\$2,960			\$2,960
Review of Contractor-Prepared O&M Manual & Red Line As-Built Drawings					4			2	2	8				8		24	\$2,800			\$2,800
Subtotal	0	0	38	0	60	48	32	66	226	88	8	8	16	276	866	1732	\$264,970	\$0	\$18,150	\$283,120
Post Construction & Warranty Period Support																				
As-Built Drawings			2		2	2		2	2		16	16	40	8	8	98	\$13,650			\$13,650
Existing Plant O&M Manual Updates			4		8				4	24						40	\$4,880		\$150	\$5,030
Warranty Support & Follow-up on Completion of Deficiencies (12 Months)					8	8	4	8	8					24	16	76	\$11,320			\$11,320
End of Warranty Walk-Through		2						2							4	8	\$1,510			\$1,510
Subtotal	0	2	6	0	18	10	4	12	14	24	16	16	40	32	28	222	\$31,360	\$0	\$150	\$31,510
Base Scope Total	80	24	160	60	234	170	104	190	348	400	218	218	500	340	908	3954	\$591,820	\$20,000	\$23,050	\$634,870
Contingency Allowance (10%)																				\$63,487
																				\$698,357

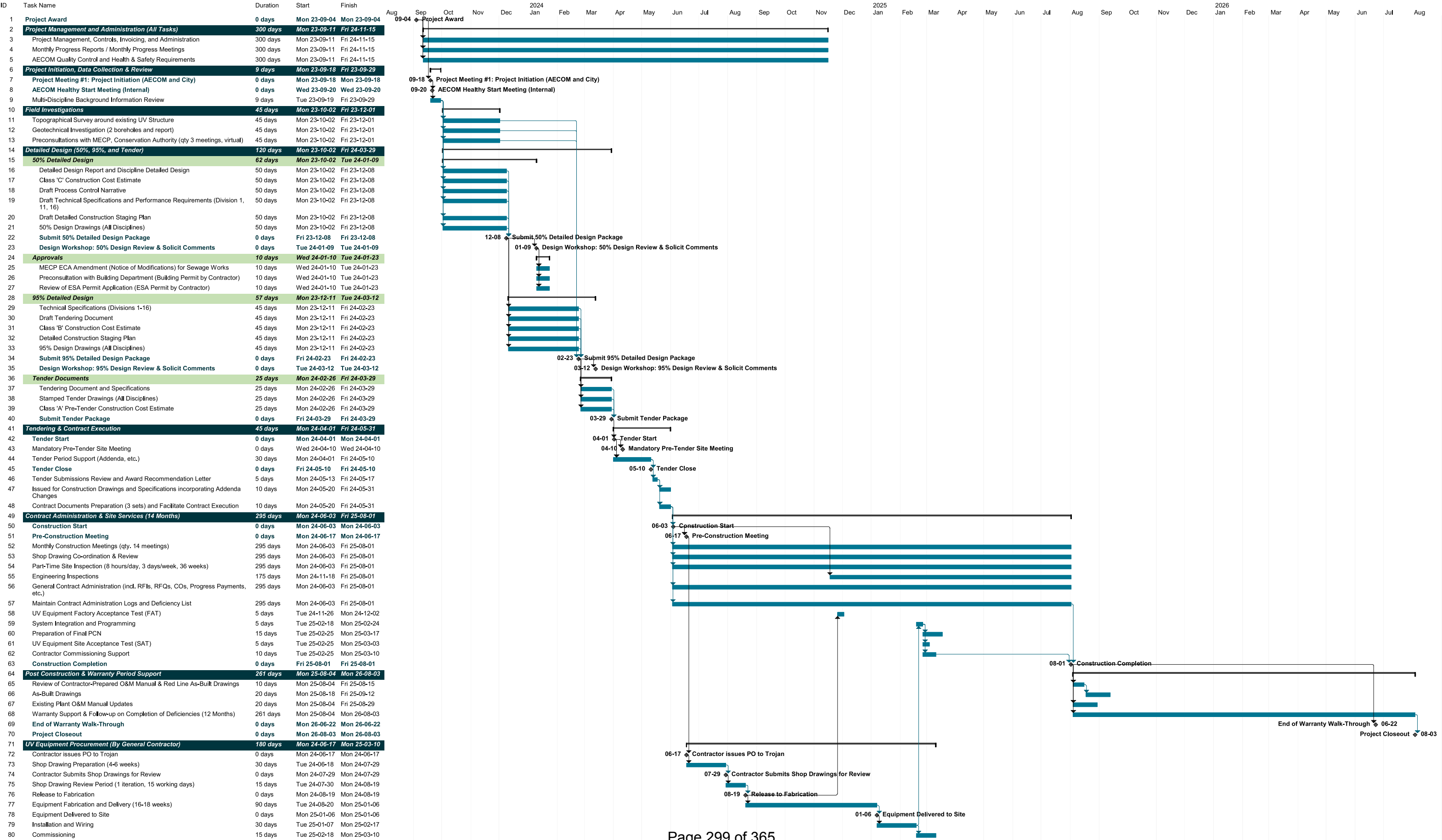
Appendix E

Proposed Project Schedule

Project Schedule



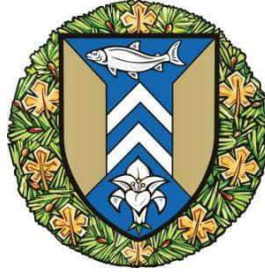
City of Sault Ste. Marie
East End WPCP UV Upgrades



Appendix F

RFP

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



*Corporate Services
Finance Department
Purchasing Division*

*Karen Marlow
Manager of Purchasing*

Request for Proposal

Professional Services East End Water Pollution Control Plant – UV Upgrade

**File: 2023PWE-ENG-03-P
August 4, 2023**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES
EAST END WATER POLLUTION CONTROL PLANT – UV UPGRADE

The Corporation of the City of Sault Ste. Marie invites you to submit a Proposal to provide design and contract administration services for replacement of the existing UV system at the East End Wastewater Treatment Plant.

The East End Wastewater Treatment Plant is currently equipped with a Trojan UV4000 disinfection system installed as part of the 2006 East End Plant upgrades and expansion. The system was discontinued in 2013 and Trojan has advised that non-standard parts will no longer be available beyond 2024. Additionally, the equipment is nearing the end of its useful life within the next 5 to 10 years. The City is initiating the process to replace the equipment.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed to Catherine Taddo, Manager of Development and Environmental Engineering, City of Sault Ste. Marie, c.taddo@cityssm.on.ca

If you are in a position to submit a Proposal for this work, the completed Form of Proposal and any required attachments and schedules must be submitted prior to the closing date and time. You are encouraged to make a full copy of the document for your file.

We look forward to receiving your response.

Yours sincerely,

Karen Marlow
Manager of Purchasing

1. INFORMATION TO PROPONENTS	4
1.1 Introduction.....	4
1.2 Date, Place and Methodology for Submitting Proposals	4
1.3 Errors, Omissions, Clarifications	5
1.4 Withdrawal/Decline of Proposal	6
1.5 Informal Proposals.....	6
1.6 Proposal Evaluation	6
1.7 Site Inspection and Requirements of Work	7
1.8 Proposal Left Open	7
1.9 Schedule	7
1.10 Incurred Costs.....	8
1.11 Alterations to Documents	8
1.12 Confidentiality & Post-Award Comment	8
1.13 Municipal Freedom of Information & Protection of Privacy Act	8
1.14 Indemnification and Insurance	9
1.15 Agreement for Services	9
Schedule A –Special Provisions	10
City Insurance and Indemnity provisions to MEA-CEO Agreement.....	10
2. TERMS OF REFERENCE	14
2.1 Introduction.....	14
2.2 Project Scope	14
2.3 Legislation & Operations	15
2.4 Existing Documentation	15
2.5 Experience & References	16
2.6 Methodology	16
2.7 Project Timelines.....	16
2.8 Fee Schedule	17
3. FORM OF PROPOSAL	18
4. APPENDIX A.....	19

Technical Memorandum – UV Upgrade Conceptual Design19

SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The intent of this Request for Proposal is to solicit the services of an established consulting firm with the experience and technical abilities to provide consulting engineering services for the City of Sault Ste. Marie in relation to design, tender, and contract administration services for the replacement of the existing Trojan UV4000 disinfection system located at the East End Sewage Treatment Plant. Other items as may be reasonably assumed to form part of the scope of work shall be included.

1.2 Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Thursday, August 24, 2023 at 3:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with this subject line:

[Proposal – Electronic Submission – East End Water Pollution Control Plant – UV Upgrade, File #2023PWE-ENG-03-P](#)

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less for mailing purposes. If submission is larger than 10MB, send in multiple emails marked as 1 of #; 2 of #; etc. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Proponents should recognize that delays may develop during delivery of electronic submissions of a proposal and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents (“East End Water Pollution Control Plant – UV Upgrade, File #2023PWE-ENG-03-P”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to twenty (20) pages, single sided including appendices; a Letter of Introduction; **and required completed Form of Proposal (Section 3).**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as **“Original”** and three (3) sets marked as **“Copy”**.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Catherine Taddo, P. Eng., Manager of Development and Environmental Engineering, telephone 705-759-5380, email c.taddo@cityssm.on.ca

It will be the Proponent’s responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only** to; *Catherine Taddo, P. Eng., Manager of Development and Environmental Engineering, Telephone 705-759-5380, email c.taddo@cityssm.on.ca*

General bidding process inquiries should be directed (by email preferred) to Karen Marlow, Manager of Purchasing; telephone 705-759-5298; email k.marlow@cityssm.on.ca

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

1.4 *Withdrawal/Decline of Proposal*

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5 *Informal Proposals*

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 *Proposal Evaluation*

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 design and contract administration of similar scope projects, in the wastewater treatment industry. Include relevant past experience on similar projects and professional representative experience including references and key personnel;

Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;

2. Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project;
3. A detailed schedule recognizing critical deliverables, progress meetings and timelines; and
4. A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate which the consultant will include in its proposal for all work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City.

The 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

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

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

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

- (A) Release of RFP: August 4, 2023
- (B) Question Close: August 11, 2023
- (C) Submission of Proposal: August 24, 2023, at 3:00 p.m. local time (Eastern)
- (D) Recommendation of Award: August/September, 2023
- (E) Commencement of Services: September, 2023

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 will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

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 MEA-CEO Agreement for professional services, with the City's Insurance and Indemnity special provisions (Schedule A), with a fee limit established at the outset of the agreement. Due to the nature of service request related to Sewage Treatment, the need for a Pollution Liability Insurance may be a requirement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

Schedule A –Special Provisions

The successful Proponent will be required to enter into an MEA-CEO Agreement with special provisions as outlined:

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)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

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.

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

SECTION 2

2. TERMS OF REFERENCE

2.1 *Introduction*

The East End Sewage Treatment Plant is a biological nutrient removal (BNR) plant which has a rated capacity of 36.0 MLD, with preapproved provisions for expansion to a rated capacity of 54.5 MLD. The East End Wastewater Treatment Plant is currently equipped with a Trojan UV4000 disinfection system installed as part of the 2006 East End Plant upgrades and expansion. The system was discontinued in 2013 and Trojan has advised that non-standard parts will no longer be available beyond 2024. Additionally, the equipment is nearing the end of its useful life within the next 5 to 10 years.

The City initiated a feasibility study that considered replacement of the existing UV equipment with the Trojan UVSigna system, which is Trojan's new generation of disinfection equipment for large wastewater plants. The Technical Memorandum – UV Upgrade Conceptual Design, has been attached as background information. The conceptual capital budget estimate is estimated at approximately \$6.6 million. The City is initiating the process to replace the equipment.

2.2 *Project Scope*

The City intends to proceed with design and construction for replacement of the Trojan UV4000 disinfection system.

Considerations in the design shall include but not be limited to the following:

- Maintenance and operations requirements;
- Hydraulic review;
- Any flow isolation requirements;
- Any required expansions of the building, including but not limited to building superstructure and roof expansion, concrete slab, slab modifications, channel modifications, and grating modifications;
- Existing building HVAC system review to determine if any upgrades or replacements are required as part of any potential building expansion;
- Any required removal and relocations of building appurtenances;
- Consideration of treatment redundancy and future peak design flow;
- Construction staging to allow proper disinfection of wastewater to be maintained throughout construction;
- Any potential electrical review to determine the requirements for operating both the existing and new equipment in parallel, as may be required;

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

- Any potential necessity, and required approvals for short-term shutdowns of UV equipment required to facilitate construction, typically completed between October 1, and March 30;
- Survey and geotechnical investigations;
- Permits and any required regulatory approvals and associated applications.

Any required staging, and/or studies that are required to inform the UV upgrades, shall be considered as part of this scope of work, including but not limited to the following:

1. Preliminary design;
2. Equipment pre-selection where required;
3. Detailed design (and approvals);
4. Environmental Compliance Approvals;
5. Contractor pre-qualification as may be required;
6. Tendering and award;
7. Contract administration;
8. Identification of potential impacts, if any, the proposed work may have on climate mitigation/adaptation as required by Council;
9. Review of potential funding sources, preparation of associated initial review forms, funding applications, compilation and preparation of supporting documentation as may be applicable, quarterly/annual funding reports, claim reports, and final reports.

Considerations of Pollution Liability Insurance requirements, due to the nature of service related to Sewage Treatment.

2.3 *Legislation & Operations*

The Consultant will ensure that all requirements under federal and provincial environmental assessment legislation are met in full.

Ongoing contact with the operations staff for pre-design input will be crucial for the success of this project.

2.4 *Existing Documentation*

- The existing conceptual design Technical Memorandum dated July 11, 2023 (Appendix A).
- The City is also currently undergoing a plant capacity study for the east and west end sewage treatment plants. These documents are not yet finalized, however, can be provided in draft to the successful proponent.
- Ongoing differential settlement is currently being monitored at the East End Sewage

Request for Proposal

City of Sault Ste. Marie

East End Water Pollution Control Plant – UV Upgrade

Treatment plant, with plans to address tank settlement. Applicable reports will be provided to the successful proponent upon award, where required. The report was not prepared for the purposes of this project, and as such should not be relied on without your own engineering investigation.

- Information on the City's GHG reduction plan can be located at the following link:
<https://saultstemarie.ca/City-Services/City-Departments/Community-Development-and-Enterprise-Services/FutureSSM/Environment/Greenhouse-Gas-Emissions-Reduction-Plan.aspx#:~:text=The%20City's%20goal%20for%20GHG,target%20between%202030%20and%202050.>

2.5 Experience & References

Demonstrate your Firm's and Consulting team's expertise in design and contract administration of similar scope projects.

- Include relevant past experience on similar projects and professional representative experience, providing relevant references (minimum of 3).
- Include listing of Key Personnel with brief Curriculum Vitae (CV) and Roles to be utilized for the Project.

2.6 Methodology

Proponents should include details of their Work Plan and Methodology. Detail the proposed work plan to be utilized in the UV upgrade project providing recommendations of how the key components of the project will be delivered.

Value Add - Outline any additional services which may be beneficial to delivery and completion of the Project.

2.7 Project Timelines

Trojan has advised that non-standard parts will no longer be available beyond 2024. Proponents are required to provide a detailed work plan/schedule indicating how they intend to address the critical deliverables, and replacement schedule to ensure ongoing operations of the East End Sewage Treatment Plant.

Provide project timeline/schedule recognizing critical deliverables, progress meetings and timelines; project schedule should indicate total and individual staff time allotments in hours; project schedule to demonstrate commitment to deliver the results in accordance with the

timelines provided.

2.8 *Fee Schedule*

Proponents shall provide a fee schedule for the Services, if applicable broken down into steps reflecting the required scope of services listed. Time allotments including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion.

Pricing in Canadian Funds

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.

SECTION 3

3. FORM OF PROPOSAL

Professional Services

East End Water Pollution Control Plant – UV Upgrade

Ms. Karen Marlow
Manager of Purchasing
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We 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 acknowledge review of **Addenda #. ____ to #. ____** issued for this Proposal.

This **“Form of Proposal”** must be completed, legibly signed, and returned as part of the Proposal submission to qualify.

NAME OF FIRM

SEAL

ADDRESS

CITY

POSTAL CODE

SIGNING OFFICER SIGNATURE
I have the authority to bind the Corporation

WITNESS' SIGNATURE (must be present if
Corporate Seal is not affixed to Form of Proposal)

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

PRINCIPAL CONTACT EMAIL

DATE

SECTION 4

4. APPENDIX A

Technical Memorandum – UV Upgrade Conceptual Design

Technical Memorandum is provided as Attachment and forms part of the Request for Proposal document.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-153

PROPERTY SALE: A by-law to repeal By-law 2022-46 being a by-law to declare as surplus the City owned property being part of civic 15 Creery Avenue legally described as PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT109849; SAULT STE. MARIE, part PIN 31523-0147 and to repeal By-law 2022-121 being a by-law to authorize the sale of the subject property to Chris Briel.

WHEREAS on March 21, 2022 City Council passed By-law 2022-46;

WHEREAS on June 13, 2022 City Council passed By-law 2022-121;

AND WHEREAS the by-laws that were passed by City Council whose purpose was to authorize the sale of this surplus property no longer serves any purpose;

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

1. **BY-LAW 2022-46 AND BY-LAW 2022-121 REPEALED**

By-law 2022-46 and By-law 2022-121 are hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

iv\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2023\\2023-153 Housekeeping - Repeal by-law 2022-46 and 2022-121 Creery Avenue (Briel).docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-154

FILM, TELEVISION & DIGITAL MEDIA GUIDELINES A by-law to adopt the Film, Television & Digital Media Guidelines.

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. **FILM, TELEVISION & DIGITAL MEDIA GUIDELINES ADOPTED**

The Corporation of the City of Sault Ste. Marie adopts the Film, Television & Digital Media Guidelines for the City of Sault Ste. Marie in the Form of Schedule "A" hereto.

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 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

I:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-154 Adopt Film Television Digital Media Guidelines.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

FILM, TELEVISION, & DIGITAL MEDIA GUIDELINES



WELCOME TO SAULT STE. MARIE

Over the past decade, Sault Ste. Marie has defined itself as the go-to location for film, television, and digital production in Northern Ontario. Our diverse locations, experienced local crew base, and unique assets have set us apart in the industry – and we are thrilled you have come to be a part of it.

Sault Ste. Marie values the film industry's contributions to our local culture and economy, and has taken steps to develop talent through the Digital Film Production accredited program being offered at Sault College. In addition, The Corporation of the City of Sault Ste. Marie (the "City") has been working with the television and film industry to create a relationship that benefits both filmmakers and community members.

The City's Film, Television & Digital Media Coordinator ("Film Coordinator") is here to help you with all facets of your production, from scouting, permitting, sourcing local crew, connecting you to local businesses, and helping to make your filming experience a positive one.

The aim of the *Sault Ste. Marie Filming Guidelines* ("Guidelines") is to ensure Film and Television Productions can easily navigate through the permit processes, and policies for a coordinated approach to Film and Television production in the area. Also to ensure all involved in the filming process act responsibly, professionally and safely at all times and the impact of filming on people and businesses is minimized.

Whether you are filming a feature film, television series, mow (movie of the week), short film, documentary, webseries, student film, commercial or music video, we wish you a great filming experience in one of Canada's most historic and celebrated areas.

Welcome. Biindigen. Bienvenue.



SAULT STE. MARIE

Land Acknowledgment

The City of Sault Ste. Marie (the City) acknowledges, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabeg; home of Garden River First Nation, Batchewana First Nations and the Metis Nation. The City also acknowledges that this area is historically known as Bawating. The City recognizes the importance of our relationship with the Indigenous community, as we move forward together in Reconciliation. We thank all the generations of people who have taken care of this land - for thousands of years.

TABLE OF CONTENTS

WELCOME TO SAULT STE. MARIE

Introduction and Land Acknowledgement

TABLE OF CONTENTS

Content Outline and Disclaimer

FILMING GUIDELINES OVERVIEW

1.0. Applicability

1.1. Permit Overview and City Contact

FILM PERMIT PROCESSING

2.0. Application Process

2.1. Timelines

FILM GUIDELINES

3.0. Notification

3.1. Quality of Place: Consideration to Citizens, Conduct & Clean Up

3.2. Street Signs & Public Infrastructure/Fixtures

3.3. Right-of-Way, Traffic, and Road Closures and Interruptions

3.4. Grid Permits

3.5. Parking

3.6. Special Effects

3.7 Manned or Unmanned Aerial Vehicles

3.8. Municipally-Owned & Operated Property & Facilities

3.9. Restrictions

3.10. Safety

3.11. Indemnification/Save Harmless

3.12. Insurance

3.13. Expenses and Permit Fees

3.14. Local Sourcing

3.15. Student Filming

3.16. Acknowledgement

FILM PERMIT APPLICATION & TEMPLATES

APPENDIX A: Check List

APPENDIX B: Production Information Sheet

APPENDIX C: Application for Location Permits to Film

APPENDIX D: Sample Parking Plan

APPENDIX E: Sample Filming Notification Letter to Businesses/Residents

APPENDIX F: Code of Conduct for Cast & Crew

APPENDIX G: Firearm Application Form

APPENDIX H SPFX Application Form

APPENDIX I: Sample Special Effects Filming Map

SCHEDULE A: Waiver, Release and Indemnity

SCHEDULE B: Municipal Consent Permit Process – Waiver, Release and Indemnity

DISCLAIMER

The Corporation of the City of Sault Ste. Marie reserves the right to refuse filming or issuance of a Permit to an Applicant for projects on the basis of, but not limited to, filming content, public safety, frequency of filming in a proposed location, and the availability of the proposed location. The Corporation of the City of Sault Ste. Marie reserves the right to refuse to allow filming or issuance of a Permit to an Applicant that does not comply with and/or satisfy the criteria outlined in these Guidelines, or to terminate the Permit. Decisions will be made on an individual basis. These Guidelines are a "Living" document and the information provided in the Guidelines is subject to change without notice.

FILMING GUIDELINES OVERVIEW

1.0. APPLICABILITY

The Guidelines apply to all commercial location filming, which takes place in the city of Sault Ste. Marie, with the exception of current affairs and live-to-air newscasts, family video, real estate advertisements and construction surveys. All student-filming projects must abide by the guidelines; the requirement for permits for filming does not apply to students unless otherwise directed from your educational institute.

1.1. PERMIT OVERVIEW & CITY CONTACT

The City's Film Office processes Film Permits for location filming in the city of Sault Ste. Marie without Film Permit fees. Please ensure all Production companies contact the Film Office directly for any information regarding City owned properties and facilities, City services, rentals, permissions and Film Permits. This will ensure that all information is being delivered accurately and streamlined through one point of contact. If you are unsure if your project requires a Film Permit, please contact the Film Office.

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

Attention: Film, Television, and Digital Media Coordinator

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

E: ssmfilms@cityssm.on.ca P: (705) 989-4818

FILM PERMIT PROCESSING

2.0. APPLICATION PROCESS

Production companies/entities completing Film Projects ("Productions") in Sault Ste. Marie, regardless of size, property class and ownership of property where filming is taking place, must submit the Required Documentation below. These forms allow our staff to ensure the appropriate parties are aware of the Production and that there are no conflicts with upcoming festivals, events or roadwork. These forms must be completed prior to the commencement of pre-production. If the Production will affect any City Property, including but not limited to streets, sidewalks, parking, facilities or other municipal assets, a Film Permit will need to be applied for and granted before the project on any City assets can proceed.

Required Documentation in ALL cases:

- ✓ Completed **Application Check List (Appendix A)**
- ✓ Completed **Production Information Sheet (Appendix B)**
- ✓ Completed **Application for Location Permits to Film (Appendix C, one form per location)**
- ✓ Parking plan (**Appendix D**)
- ✓ Notification letter to residents/businesses (**Appendix E, refer to section 3.0**)
- ✓ **Code of Conduct for Cast and Crew (Appendix F)** must be distributed to all cast and crew, and attached to Filming Notification Letters
- ✓ Completed **Hold Harmless Agreement (to be provided by Film, Television, and Digital Media Coordinator)**
- ✓ Certificate of Insurance (**refer to section 3.12 for insurance requirements**)
- ✓ Add **ssmfilms@cityssm.on.ca** to Call Sheet Distribution

Required Documentation if applicable:

- ✓ Request use of applicable Municipal facility/asset from relevant City Department and provide proof of payment (i.e. facility rental, building permits, road closures, etc.)
- ✓ Applicants must identify on permit applications their intent to use guns, gunfire and Complete Firearm Application Form (**Appendix G**).
- ✓ Applicants must identify on permit applications their intent to use explosives, bomb/mock ups, flash power, detonators, and flammable or hazardous liquids/gels/material, the filming of dangerous stunts, and the use of any liquids, materials or other substances that will be discharged into the environment. Productions must also provide a site map, which explains where all special effects will occur, and include copies of the professional credentials for those involved with such special effects, etc. This is to be submitted with a complete SPFX Application Form (**Appendix H**).
- ✓ Proof of Paid Duty Police Officer contract.

The City's Film Coordinator reserves the right to refuse filming activities or the issuance of a Film Permit to an Applicant that does not comply with and/or satisfy the criteria outlined in these Guidelines. Decisions will be made on a case-by-case basis by the Film Coordinator.

In these Guidelines, the "Applicant" means the Production Company, unless there is both a Production Company and another individual who is the Applicant, where in such a case the meaning of Applicant and the obligations of the Applicant are for **both** the Production Company and the other individual.

2.1. TIMELINES, ISSUANCE OF PERMIT AND REQUESTS TO CHANGE PERMIT

To avoid unnecessary delays, the Film Office should be notified as early as possible of all Productions' locations, scouting and filming. Please submit all "Required Documentation" applicable to the Production as set out in Section 2.0 (the "Application") herein to the Film Office by the following deadlines to provide the City's Film Coordinator with time to review your request, process same, liaise with relevant City Staff and third parties, prepare the Film Permit and Waiver (once signed off on by all relevant parties), Release and Indemnity, and address issues that may arise:

- (i) a **minimum** three (3) full business days to process, prior to the proposed filming date(s) if (ii) and (iii) do not apply;
- (ii) a **minimum** ten (10) business days to process if the Production requires the use of City facilities/assets, road closures, partial or full lane closure, City By-law Exemptions, Stunts, Gunfire, SPFX, sign removal, or any other form of complex filming, will require a minimum of Ten (10) business days to process.
- (iii) Certain unique filming requests may require a by-law to be considered and approved by City Council and therefore will be subject to Council Meeting Schedules and timelines.

NOTE: The Film Office will not be able to guarantee the processing of any permit, service, facility rental, or staff request if sufficient time is not provided.

The Application can be submitted to the Film Office during our business hours: Monday to Friday, 8:30 a.m. – 4:30 p.m. Applications submitted after 4:30 p.m. on any given date will be date stamped as received on the following business day. Applications that are not complete cannot be processed.

The Application will be reviewed by the Film Coordinator or his/her designate. Following this review, the Film Coordinator will advise the Applicant if a Film Permit is required or is not

required. The Film Coordinator will also advise the Applicant of any conflicts, concerns or if further conditions are warranted.

If the Film Coordinator approves the Film Permit, the following documentation must be signed to be formalized:

- the **Film Permit** must be signed someone with signing authority on behalf of the Applicant and the Film Coordinator to be valid; and
- the **Waiver, Release and Indemnity** must be signed by someone with signing authority on behalf of the Applicant.

A copy of the Waiver, Release and Indemnity is attached as Schedule A to the Guidelines.

If you need to request a change to your Film Permit, please submit your request to the Film Office as soon as possible. The Film Coordinator requires **two** (2) full business days' notice to consider and approve/deny any change requests. Thereafter, notification letters to affected residents and business must be sent out and require 48 hours' notice prior to any change taking effect. The Film Permit and Waiver, Release and Indemnity will be updated with any changes made and re-signed to effect the change requested and approved.

FILMING GUIDELINES

3.0. NOTIFICATION

Refer to **Appendix E: Sample Notification Letter to Businesses/Residents**.

Community:

The Applicant is required to notify affected residents, occupants and businesses within 200 feet or 60-meter radius of the filming location, a minimum of two (2) business days to their earliest arrival. Notifications must include the location and duration of filming and parking; information about planned special effects; road and lane closures; sidewalk obstructions; lighting positions; any By-law Exemptions or other special requests being sought as provided for in Sections 3.1 to 3.6 inclusive below, the time that cones will be placed on the street to reserve parking; and any relevant details requested by the Film Office. A copy of all notifications must be submitted to the Film Office prior to distribution. We encourage all Applicants to include the contact details for the City's Film Office on all notification letters.

The Film Office may request the Applicant to canvass the neighbourhood in advance of the Production commencing for signed permission from area residents and business owners if:

- By-law Exemptions or other special requests as set out in Section 3.1 to 3.6 inclusive below are being sought by the Applicant; and/or
- If the Production will be filming more than five (5) consecutive days, if there are multiple overnight shoots at one location or if the neighbourhood has been frequently filmed in one calendar year.

The Film Coordinator may refuse a Film Permit if a majority of the residents or business owners do not provide permission for the Applicant to proceed in these instances. The Film Coordinator may also request a wider area of notification if he/she determines same is advisable.

3.1. QUALITY OF PLACE: CONSIDERATION TO CITIZENS, CONDUCT & BY-LAW EXEMPTIONS AND CLEAN UP

Residents and area business operators should not experience undue hardship resulting from the Production. A copy of the Code of Conduct for Cast & Crew must be included on all film notification letters that are distributed to affected businesses and residents.

The Applicant must request any By-law Exemptions or other special requests as identified below in the Location Filming Permit Application (to be completed per Location). The Film Coordinator will consult with relevant internal City Departments or if a Third Party Agency is involved the Applicant must provide confirmation that the Third Party has granted permission as required in Sections 3.1 to 3.6 inclusive herein. The Deputy CAO of Community Development & Enterprise Services and/or his/her delegate shall decide whether or not to grant the By-law Exemption and/or special request.

The Waiver, Release and Indemnity confirms that the Applicant shall be responsible for any damages and restoration costs if there are any damages to public or private property during the Production.

Noise

The Applicant must ensure that the Production complies with the City's Noise By-laws, specifically By-law 80-200 and By-law 4100, and that noise levels are kept as low as possible. For example, all generators used on streets or in public areas must be equipped with silencing attachments as required and filming/noise must not ensue outdoors between 11:00 pm and 7:00 am. The Applicant must indicate on their Location Filming Permit Application if night filming or other Noise By-law exemptions are being sought for the Production and provide particulars. The Film Coordinator will circulate the Applicant's request to relevant City Staff for review and comment. The Applicant will also need to provide the Film Coordinator with confirmation they have canvassed the neighbourhood residents and business and obtained their signed permission for night filming or other Noise By-law exemption being sought in accordance with Section 3.0 herein. If no objections are received from internal City Staff and a majority of the area residents/businesses, then the request night filming or other Noise By-law exemption being sought shall be deemed "fully approved" and therefore be exempt pursuant to Section 8 of Schedule "B" to By-law 80-200. The City has also delegated to the Deputy CAO of Community Development & Enterprise Services or his/her delegate authority to revoke a Noise By-law Exemption granted pursuant to Section 8 of Schedule "B" to By-law 80-200 if issues arise during the Production.

Lighting

Lighting for filming should be oriented away from neighbouring residences. Exceptions for night filming should be indicated on the Location Filming Permit Application and discussed in advance with those directly impacted. The Applicant should provide the Film Coordinator with confirmation that they have notified residents/businesses directly impacted and obtained their signed permission to proceed with the lighting prior to filming.

Smoking

Smoking is not permitted in municipal parks and associated facilities (By-law 2019-200). No exemption is permitted herein.

Accessibility

The Applicant shall ensure plans are in place to address property, vehicular, pedestrian and special needs access to adjacent properties, sidewalks, and roadways. The Film Coordinator

will liaise with relevant City Departments and adjustments to plans may be required prior to filming.

Refuse & Maintenance

The Applicant shall ensure compliance with the following:

- The Applicant must ensure properties are accessible for garbage collection. A collection schedule can be found at <https://saultstemarie.ca/City-Hall/City-Departments/Public-Works-Engineering-Services/Public-Works/Waste-Management/Collection-Calendar.aspx> If alternative arrangements must be made, the Applicant must identify same in the Location Filming Permit Application. The request will be included in the circulation to relevant City Staff and must receive their approval to proceed. The Applicant is responsible for any additional fees associated with rescheduling same.
- The Applicant and Production crews are responsible for cleaning the location at the end of the shoot day in order to return the location to its original condition to the satisfaction of the City's Deputy CAO of Community Development & Enterprise Services and/or his/her designate with minimum noise and disruption.
- Materials and debris are not to be washed into area catch basins. The Applicant must arrange for the proper disposal of all waste, hazardous waste (including batteries, liquids, gels, foams, medications, paint, etc.) and recyclable materials and identify how same will be disposed of in the Location Filming Permit Application. The Applicant must abide by rules and regulations in place through the City's Engineering Division, the Ministry of Natural Resources, Ministry of the Environment, and Department of Fisheries and any applicable by-laws and legislation.

Transit and School Bus

The Applicant shall ensure that properties are accessible for transit and school buses to complete their regular routes. If alternate arrangements must be made, the Applicant must identify same in the Location Filming Permit Application. The request will be included in the circulation to relevant City Staff and third parties (here the Algoma & Huron-Superior Transportation Services if school transportation requires an adjustment). The request must receive the approval of such relevant City Staff and third parties to proceed. The Applicant is responsible for any additional fees associated with rescheduling same.

Tree and Vegetation

Removal, alteration and/or cutting vegetation/public infrastructure is prohibited unless the Applicant secures the advance prior written approval of the City's Director of Public Works or his/her delegate and provides same to the Film Coordinator.

Fire Hydrant use and Grounding

All requests for Fire Hydrant use for the purpose of SPFX and/or Grounding must be submitted to PUC Water Distribution Manager at PUC Services Inc., 500 Second Line E, Sault Ste. Marie, ON P6A 6P2 P: 705-759-6500. The Applicant shall provide the Film Coordinator with written confirmation from PUC that permission for same has been granted prior to any use of fire hydrants and/or grounding.

Light Posts

All requests for permission to turn off or black out street lights or any requests to clamp a prop or light to the light post must notify the Lines Department Planner at PUC Services Inc., 500 Second Line E, Sault Ste. Marie, ON P6A 6P2 P: 705-759-6500. A safety survey may be required in order for PUC to approve requests. The Applicant shall provide the Film Coordinator with written confirmation from PUC that permission for same has been granted prior to turning off/blacking out of any street lights.

Digging

Digging is not permitted unless the Applicant has consulted with the property owner and obtained their written consent, and further contacted Ontario One call to facilitate all necessary approvals from PUC Services Inc., Enbridge Gas Co. and other utility services like Shaw Cable Systems and Bell Canada. Five Business Days Notice must be provided. Website: www.ontarioonecall.ca P: 1-800-400-2255. The Applicant shall submit written confirmation that such permissions have been obtained prior to any digging.

3.2. STREET SIGNS & PUBLIC INFRASTRUCTURE/FIXTURES

In the event that any street signs and/or fixtures (street names, traffic signs, directional signs, etc.) need to be altered, removed and/or reinstalled due to filming, changes need to be approved in advance by the City's Director of Public Work or his/her delegate and carried out by City Public Works and Engineering Services. Fees may vary depending on the location, nature of the request and will be applied on a cost recovery basis.

If the Applicant desires to alter the normal setting of a rural landscape, residential neighbourhood or urban area, or build a filming set, all construction details must be included in Location Filming Permit Application and will be circulated to relevant City Staff for review and comment. A Licence Agreement may be required depending on the nature of the request or if complex, the matter may need to be considered by City Council.

3.3. PARKING, RIGHT-OF-WAY, TRAFFIC, AND ROAD CLOSURES AND INTERRUPTIONS

Filming requests that affect a municipal right-of-way (sidewalks, roads and lanes) are to be coordinated through the Film Coordinator and noted on the Location Filming Permit Application. The Applicant is strongly encouraged to maintain the right-of-way with intermittent traffic interruptions over full closures where safety permits. The Applicant is to ensure every opportunity to access, either vehicular or pedestrian, to persons with disabilities. The Applicant shall ensure Production vehicles comply with appropriate traffic regulations unless permissions have been granted at time of Application.

The Film, TV & Digital Media Coordinator will circulate any Film requests involving parking, road closures and road occupancies to relevant City staff to ensure that same will not disrupt municipal services of any kind. The production must be willing to coordinate around the needs of local services. Following such circulation, if comments from City Staff are favourable, the request for parking, road closures and/or road occupancies shall be deemed "fully approved" and therefore be exempt pursuant to Section 2a.(3) of the City's Road Cuts By-law being By-law 2020-70. The City has also delegated to the Deputy CAO of Community Development & Enterprise Services or his/her delegate authority to revoke a Road Cuts By-law Exemption granted pursuant to 2a.(3) of By-law 2020-70 if issues arise during the Production.

If a road closure is deemed necessary given the Application, the Film Coordinator will advise. The Applicant shall comply with the Notice requirements as follows:

- The Applicant shall provide notice at least two (2) business days in advance of the commencement of the filming permitted under the Film Permit to those residents and operators of businesses occupying property beside, near and along the Highway where the filming will occur. The Film, TV & Digital Media Coordinator may also require the Applicant to comply with further notice requirements if the proposed filming is a more significant project. The Applicant shall comply with such additional notice requirements.
- The Notice shall be in writing and include particulars of:
 - o the filming, work and traffic interruptions/parking and rationale for same;
 - o the approximate start date;

- the expected duration of the work and/or project;
 - access restrictions and service interruptions;
 - contact information for the Applicant and the City's Film Office;
 - any other requirements as may be set out by the Film, TV & Digital Media Coordinator in his/her sole discretion.
- Where the filming may cause interruptions to Traffic on a City Bus Route, the Applicant must provide a minimum of ten (10) days' notice to the City's Transit Division, City Fire Services, City Police Services, any Contractors providing Recycling and Garbage Collection, Emergency Management Services and any and all School Bus Transportation providers in the City of Sault Ste. Marie in advance of the commencement of the authorized work and/or project.

Applications for road closure must be submitted no less than ten (10) business days in advance. Except where a road has been closed for filming, all moving vehicles are to adhere to the posted speed limits and to other lawful conditions unless directed by a Paid Duty Officer.

Intermittent traffic stoppages limited to a maximum of three (3) minutes, unless otherwise stated, shall be under the supervision of a Paid Duty Officer.

Filming requests that involve traveling shots must be clearly outlined on the Filming Location Permit Application form and must be accompanied by Driving Grid with detailed Maps, Times, Number of Vehicles, and Directions. If the travelling scenes take place on private property, the owner of the property must provide prior written authorization and same shall be provided to the Film Coordinator.

It is the Applicant's responsibility to arrange for Paid Duty Police Officers and provide confirmation of same to the Film Coordinator. Depending on filming circumstance, there may be a minimum number of Officers required on site. All costs associated with these requirements are at the expense of the Applicant. Pay Duty rates are subject to change annually.

**For more information on Paid Duty Police Officers, please contact:
The Sault Ste. Marie Police Services at 705.949.6300 or
Download a form at <https://saultpolice.ca/wp-content/uploads/2020/01/Special-Duty-Contract-form-2020.pdf>**

Road closures on all Provincial Highways are subject to Ministry of Transportation approval. Traffic matters involving Provincial Highways under Ontario Provincial Police (OPP) jurisdiction should be referred to the OPP for consultation.

**For more information on Provincial Highways please contact:
The Ministry of Transportation at 705.945.6611**

Municipal road closures, temporary traffic light alterations or traffic pattern changes need to be approved and carried out by the City's Public Works and Engineering Services and proceed in accordance with City By-law 2008-131.

3.4. GRID PERMITS

Filming requests that involve vehicle-travelling shots must indicate clearly on the Location Filming Permit Application. A detailed map must be submitted with the Application that includes the vehicle starting/end point and further outline on the map the location and direction the vehicle will be travelling. If the location is unclear the production must make every effort to identify the parameters of where they will be travelling.

A PDO will be required to escort any picture vehicles if travelling on a processing trailer. PDO will also be required if performing special effects or vehicle stunts during the driving grid. Camera placement should not obstruct the drivers vision. Should any vehicle rigging exceed the width of a single lane a PDO will be required.

3.5. PARKING GENERALLY

In addition to the requirements set out in Section 3.3, the Applicant shall ensure that Production vehicles adhere to all parking regulations specified on the Film Permit, and any applicable By-laws and legislation. Production vehicles must not impede emergency response vehicles at any time. On city streets, production vehicles must not block driveways or other access points without the advance written approval of the affected property owners. On city streets where vehicles are displaced for filming, production companies must make alternate parking arrangements for residents in possession of valid street parking permits.

Towing vehicles to accommodate filming or film-related parking is prohibited. In city parks or other facilities, production vehicles and equipment must not block driveways or access points. Production vehicles must leave at least two feet of clearance on either side of a driveway, ramp, or other access points. Production vehicles should not be driven on the turf unless permitted by the park supervisor and noted in the film permit.

3.6. SPECIAL EFFECTS

Applicants must identify on the Location Filming Permit Application their intent to use guns, gunfire, pyrotechnics, bomb/mock ups, flash powder, detonators, and flammable liquids/material including the filming of dangerous stunts. The Film Office will notify Sault Ste. Marie Police Service, Fire Services and Ambulance Services when an Applicant makes requests for such special effects. A Permit is required for the use of explosives within the City of Sault Ste. Marie. The Applicant must complete a copy of the SPFX Application Form and/or the Firearm Application form. The Applicant must also provide a copy of the filming site map, which explains where all special effects will occur to the Film Coordinator who will consult with the appropriate municipal departments.

All pyrotechnic special effects and fireworks handling and discharge shall conform to NRCAN Display Fireworks Manual and NRCAN Pyrotechnics Special Effects Manual. A site inspection maybe requested by Sault Ste. Marie Fire Services prior to discharge of any pyrotechnics within a building. All open air burning must be approved and shall fall within prescribed guidelines established by the Sault Ste. Marie Fire Services. The burning must be with clean, organic materials. No person shall discharge any gun or other firearm or any air gun or spring-gun in any part of the City of Sault Ste. Marie that is not within any of the areas thereof defined in By-law 2008-168, without prior approval by the City of Sault Ste. Marie.

If a Noise By-law Exemption is required for any matters as set out in Section 3.6, the Film Coordinator will circulate the Applicant's request to relevant City Staff for review and comment. The Applicant will also need to provide the Film Coordinator with confirmation they have canvassed the neighbourhood residents and business, the radius of which shall be determined by the Film Coordinator depending on the request made, and obtained their signed permission for the Noise By-law Exemption being sought. If no objections are received from internal City Staff and a majority of the area residents/businesses, then the Noise Exemption Request related to matters set out in Section 3.6 herein shall be deemed "fully approved" and therefore be exempt pursuant to Section 8 of Schedule "B" to By-law 80-200. The City has also delegated to the Deputy CAO of Community Development & Enterprise Services or his/her

delegate authority to revoke a Noise By-law Exemption granted pursuant to Section 8 of Schedule "B" to By-law 80-200 if issues arise during the Production.

Paid Duty Officers are required for all detonation of pyrotechnic special effects and dangerous situations. All costs associated with these requirements and related clean up are at the expense of the Applicant.

3.7. MANNED AND UNMANNED AERIAL VEHICLES

Helicopter Filming

The helicopter company conducting the flight is responsible for making the necessary arrangements with Transport Canada for flights in accordance with the altitudes and distances required by the Canadian Aviation Regulations (CARs). Applicants must submit along with the Location Filming Permit Application, copies of your federal approvals granted, proof of insurance, and Flight Plan to the Film Coordinator.

Drones and Unmanned Aerial Vehicles (UAVs)

Drone operations are regulated by Transport Canada. Please visit the [Transport Canada](https://www.transportcanada.gc.ca) for details. Applicants must submit along with the Location Filming Permit Application, copies of your federal approvals, proof of insurance, and Flight Plan to the Film Coordinator.

3.8. MUNICIPALLY-OWNED & OPERATED PROPERTY & FACILITIES

If the Applicant wishes to film at a City Park, Sport Field, Arena, Community Centre or other City Property, the Applicant must first rent the applicable City facility. Requests to film on other municipally owned property should be communicated well in advance to ensure availability and to secure the necessary approvals from relevant City Departments. The Film Coordinator can assist in facilitating these arrangements.

3.9. RESTRICTIONS

There may be sensitive areas and/or properties in Sault Ste. Marie where filming may be restricted. The appropriate City Staff and on instances, City Council may consider decisions about the nature and extent of filming in or around these properties. Each request will be looked at on a case-by-case basis and is subject to the approvals of the City.

3.10. SAFETY

The Applicant shall ensure that the Production adheres to the most updated standards in the Ontario Ministry of Labour Safety Guidelines for the Film & Television Industry in Ontario, and the Ontario Ministry of Transportation's Ontario Traffic Manual Series (OTM). Safety signage and equipment on location must not be altered or disabled, unless expressly agreed to in writing by the property manager/owner as it relates to private property and if it is City Property, unless expressly agreed in writing to by relevant City Staff, including but not limited to Department Head covering the area of issue and the City's Health and Safety Coordinator. In both instances, the Applicant shall ensure that the entire Production crew adheres to all health and safety legislation and regulations.

3.11. INDEMNIFICATION/SAVE HARMLESS

The Applicant shall indemnify and save harmless The Corporation of the City of Sault Ste. Marie from and against all claims, actions, damages, injuries, costs, expenses or losses whatsoever, which may arise or be brought against the City as a result of or in connection with the operations of the Applicant, its employees, contractors, agents or representatives. The City will

not be responsible for any liability arising from these activities with respect to filming, advertising, copyright or trademark infringements.

3.12. INSURANCE

The Applicant shall, at its own expense, including the cost of deductibles, provide and maintain insurance coverage from an insurance company registered to do business in the Province of Ontario. A Certificate of Insurance shall be provided to the Film Coordinator and be to the satisfaction of the City's Risk Manager prior to issuance of the Film Permit. In all policies, "The Corporation of the City of Sault Ste. Marie" must be named as an Additional Insured and a cross-liability clause must be included.

- **A Commercial General Liability policy in the amount of not less than \$5,000,000 (five million dollars) per occurrence is required.**
- Any other forms of insurance (i.e. Aircraft Liability, Pyrotechnics Liability, Fire, Legal Liability, etc.) as the Corporation of the City of Sault Ste. Marie may require from time to time, in a form, for amounts and against risks, for which a prudent party would insure as determined by the City's Risk Manager.
- It is the responsibility of the Applicant to maintain insurance coverage for contents and equipment, rentals, liability for all activities, business interruption, automotive exposures and other risk and to limits of coverage amounts usual to that of a prudent company in the filming business operating at the same capacity.

An Insurer registered to do business in the Province of Ontario must provide all insurance. Proof of coverage, in the form of a photocopy, fax or PDF shall be provided to Film Office to the satisfaction of the City's Risk Manager at least three (3) days prior to filming. A thirty (30) day notification prior to the cancellation of policy must be included.

3.13. EXPENSES AND PERMIT FEES

The City's Film Office will process all Film Permit requests with no permit fees. The Applicant is responsible for all out-of-pocket expenses related to the use of City municipal services, properties, additional labour, Municipal Consent Permit fees, additional parking or equipment and other matters as set out in these Guidelines, and shall be given an estimate of these costs prior to permitting.

3.14. LOCAL SOURCING

The Applicant will make every effort to utilize certified local businesses and services throughout the course of production activity, including pre- and post-production work. The Film Coordinator can assist in facilitating these arrangements.

3.15. STUDENT FILMING

Student filming is not considered commercial filming. All students must abide by the safety guidelines for the film and television industry in Ontario, as well as the Code of Conduct for Cast and Crew. The City remains committed to nurturing the next generation of filmmakers and working with educational institutions that require their students to apply for Film Permits as part of their academic exercises.

Student film makers applying for Film Permits as part of school work must apply using "their school name" as the Production Company Name and provide to the Film Office with a copy of their educational institution's Certificate of Insurance.

Student filming is not permitted to undertake any after hours filming, special effects, use of prop weapons in public view or traffic stoppages or any other acts requiring Sault Ste. Marie Police Services approval or Paid Duty Office (PDO) supervision without completing a full application form and request for permits. Students must have permission from Professors prior to submitting applications.

The Film Office must be made aware of all filming activities that take place on City property, sidewalks, streets, parks and boardwalks as special permissions maybe be required. If you are unsure whether a property is City owned please contact the Film Office to confirm. Any filming on private property must have permission from the owner of the property; this includes parks, trails, forest, conservation areas, businesses, and residences. Students must provide notification to neighbourhoods and business areas that maybe impacted by filming activities.

3.16. ACKNOWLEDGEMENT

The City is working to enhance its ability to attract commercial, video and film production. Your assistance in helping us grow this industry is greatly appreciated and the City does request the following acknowledgements where possible. This includes, copies of any media release, casting calls, advertising or public notices relating to the production; stills or clips filmed in Sault Ste. Marie that may be used by the City for promotional purposes; permission to use the film title, film reference, actors/directors/producers/writers names or similar identification of the production in any promotional information used by the City; and credit to the City and Sault Ste. Marie as a filming location.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-155

DELEGATION TO DEPUTY CAO OF COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES: A by-law to delegate to the Deputy CAO of Community Development & Enterprise Service, or his/her designate, the authority to revoke a Noise By-Law exemption or Road Cuts By-Law Exemption for Film Productions.

WHEREAS Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 24, as amended, allows for City Council to delegate Council's powers under the *Municipal Act, 2001* to officers and employees of the City;

AND WHEREAS City Council considers it desirable for safeguarding purposes to delegate the authority to the Deputy CAO of Community Development & Enterprise Services, or her/his designate, on behalf of the City to revoke Noise By-Law exemptions and Road Cuts By-Law exemptions for film production if issues arise during film production.

NOW THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 23.1 of the *Municipal Act 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **AUTHORITY DELEGATED**

City Council hereby delegates to the Deputy CAO of Community Development & Enterprise Service, or his/her designate, the authority to revoke a Noise By-Law exemption or Road Cuts By-Law exemption for Film Productions if the Deputy CAO of Community Development & Enterprise Service deems same necessary in his/her sole discretion during film productions.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-156

NOISE: A by-law to amend Noise By-law 80-200.

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

1. **AMENDMENTS TO NOISE BY-LAW 80-200**

Schedule “B” to Noise By-law 80-200 is amended by adding the following:

“8. A film production that has been issued a Film Permit by the City pursuant to the City’s Film, Television & Digital Media Guidelines for the City of Sault Ste. Marie, between those hours and only at the location(s) as outlined in the corresponding Film Permit so issued.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

I:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2023\2023-156 Amend Noise By-law for Film Production.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-157

ROAD CUTS: A by-law to amend Road Cuts By-law 2020-70.

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

1. **AMENDMENTS TO ROAD CUTS BY-LAW 2020-70**

Section 2a. to Road Cuts By-law 2020-70 is amended by adding the following:

“2a.(3) This By-law does not apply to a Road Closure or Road Occupancy as a result of a film production that has been issued a Film Permit by the City pursuant to the City’s Film, Television & Digital Media Guidelines for the City of Sault Ste. Marie that provides for such road closure and/or road occupancy.”

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

lv\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2023\\2023-157 Amend Road Cuts By-law for Film Production.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-158

PROPERTY SALE: A by-law to declare the City owned property described as a portion of Yates Avenue, being Part of Section 34 Korah, subject to an easement as in LT89277, specifically the 4.69 and two (2) acre parcels combining for a total 6.69 acre parcel and more particularly described on Schedule “A” attached as surplus to the City’s needs and authorize the disposition of the said property in accordance with the City’s policy for the disposition of land to Great Lakes Fishery Commission or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Great Lakes Fishery Commission or as otherwise directed at the consideration shown in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

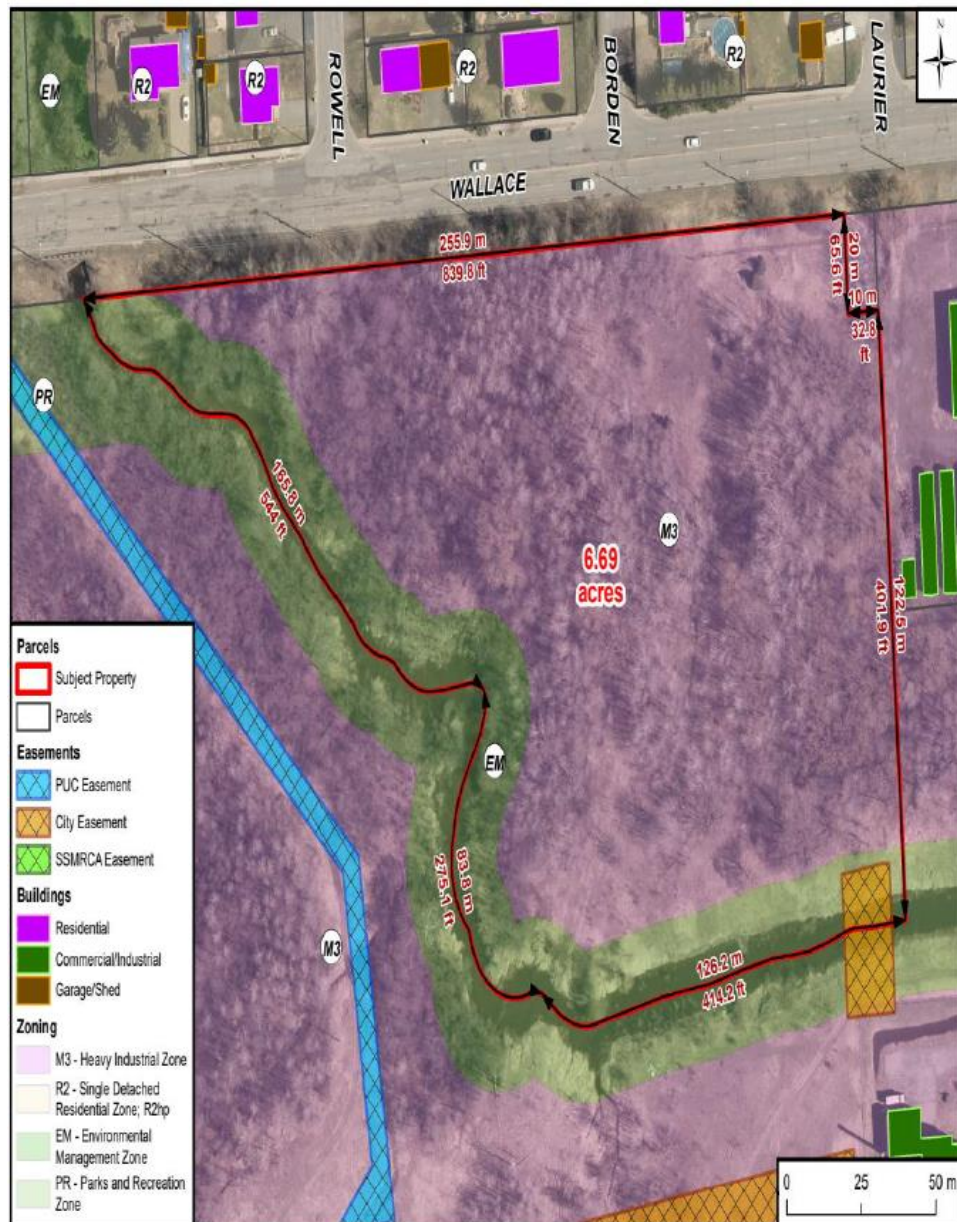
DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2023-158

PURCHASER: GREAT LAKES FISHERY COMMISSION

DESCRIPTION: A PORTION OF YATES AVENUE, BEING PART OF SECTION 34 KORAH, SUBJECT TO AN EASEMENT AS IN LT89277, SPECIFICALLY THE 4.69 AND TWO (2) ACRE PARCELS COMBINING FOR A TOTAL 6.69 ACRE PARCEL

CONSIDERATION: THE PURCHASE PRICE OF \$334,500.00 IS BASED ON A SEVERANCE OF 6.69 ACRES AND A PRICE OF \$50,000.00/ACRE WITH THE FINAL PURCHASE PRICE BASED ON THE FOREGOING ONCE THE FINAL ACREAGE IS CONFIRMED VIA THE PREPARATION OF A NEW REFERENCE PLAN



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-159

PROPERTY SALE: A by-law to declare the City owned property described as a portion of Yates Avenue, being Part of Section 34 Korah, being Part PIN 31609-0043, specifically the 13.15 acre parcel and more particularly described on Schedule “A” attached as surplus to the City’s needs and authorize the disposition of the said property in accordance with the City’s policy for the disposition of land to PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. or as otherwise directed at the consideration shown in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR - MATTHEW SHOEMAKER

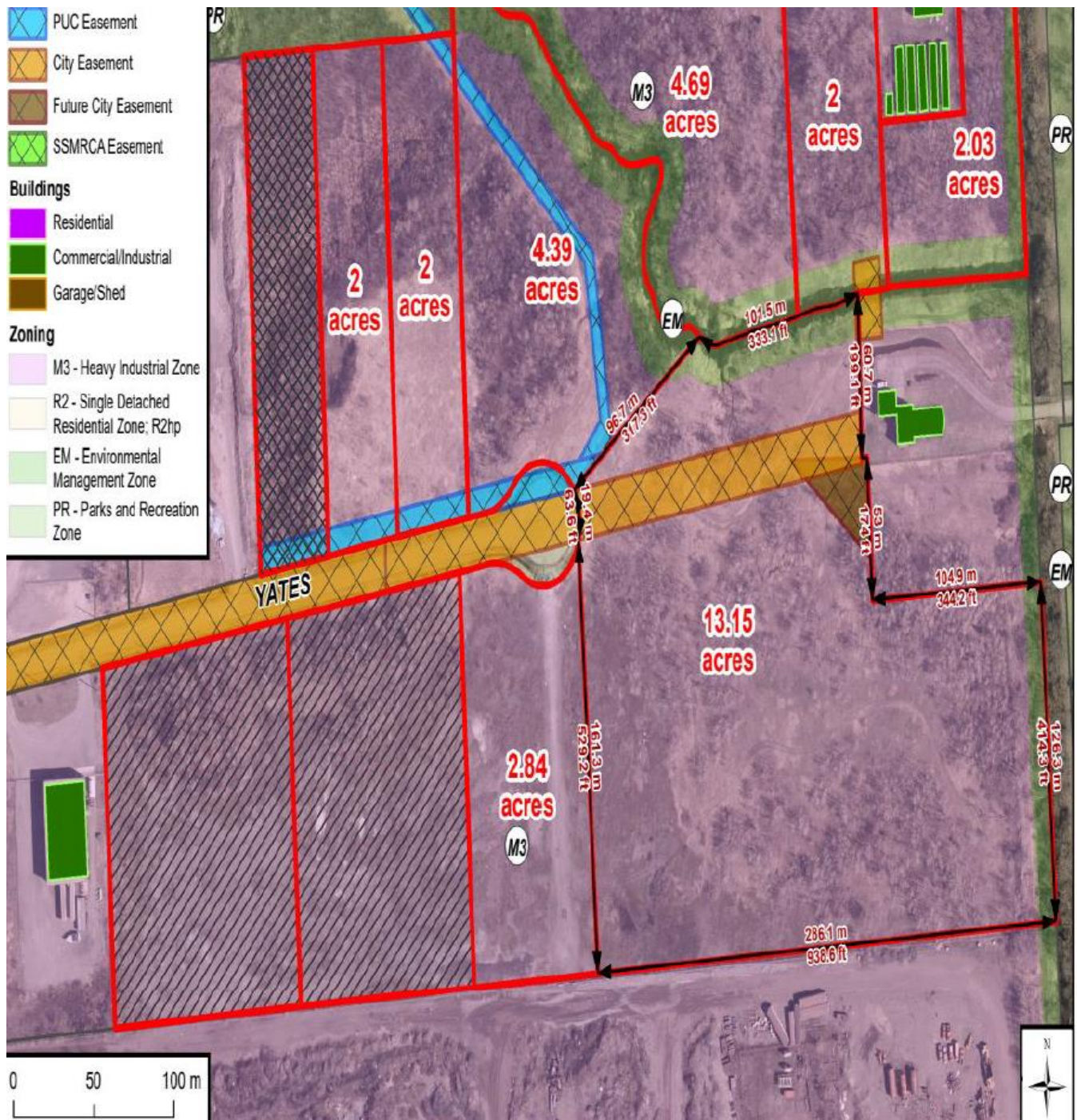
DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2023-159

PURCHASER: PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc.

DESCRIPTION: A PORTION OF YATES AVENUE, BEING PART OF SECTION 34 KORAH, BEING PART PIN 31609-0043, SPECIFICALLY THE 13.15 ACRE PARCEL

CONSIDERATION: ONE MILLION FIFTY TWO THOUSAND (\$1,052,000) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-160

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and AECOM for the design and contract administration for the Queen Street Improvements between Bruce Street and East Street which are planned for 2024.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 18, 2023 between the City and AECOM, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Queen Street Improvements between Bruce Street and East Street which are planned for 2024.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of September, 2023.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

*2020
(VERSION 3.1)*

Please enter the title of the project/ assignment

Queen Street Improvements
from Bruce Street to East Street

Table of Contents

DEFINITIONS..... 4

ARTICLE 1 - GENERAL CONDITIONS 5

ARTICLE 2 – SERVICES TO BE PROVIDED 12

ARTICLE 3 - FEES AND DISBURSEMENTS13

ARTICLE 4 – FORM OF AGREEMENT17

ARTICLE 5 – SCHEDULES..... 18

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 18th day of September 20 23

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

To provide design services for Phase 1 of the Queen Street Improvements project from Bruce Street to East Street and construction services for the Phase 1 construction contract capped at a value of \$6M.

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

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

DEFINITIONS

1. **Client**

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

2. **Engineer**

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

3. **Municipal Engineers Association (MEA)**

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

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

5. **Order of Precedence:**

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

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

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

1.2 **Compensation**

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

1.3 **Staff and Methods**

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

1.4 **Drawings and Documents**

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

1.5 **Intellectual Property**

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

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

1.6 **Records and Audit**

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

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

1.7 Changes and Alterations and Additional Services

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

1.8 Delays

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

1.9 Suspension or Termination

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

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

1.10 Indemnification

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

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

1.11 Insurance

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

- a) Comprehensive General Liability and Automobile Insurance

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

b) Professional Liability Insurance

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

c) Additional Coverage

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

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

1.12 Force Maieure

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

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

1.13 Contracting for Construction

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

1.14 Assignment

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

1.15 Previous Agreements

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

1.16 Approval by Other Authorities

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

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

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

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

1.19 Publication

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

1.20 Confidential Data

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

1.21 Dispute Resolution

1) Negotiation

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

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

2) Mediation

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

3) Arbitration

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

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

4) Adjudication

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

1.22 **Time**

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

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

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 **Monthly Reporting of Progress**

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

1.24 Additional Conditions

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

N/A

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer include:

- Preliminary Design
- Detailed Design
- Tendering
- Contract Administration

Refer to the attached Proposed Work Program and Fees dated September 6, 2023 for detailed breakdown of services.

2.2 Services to be provided by the Client include:

- Provide copies of available information, investigations/studies undertaken for or related to the Work.
- Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
- General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
- Property fabric.
- CCTV inspections of all sewers.
- Publication of notices to the public.
- Assisting the Consultant to gain access to private properties.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

3.2 Basis of Payment for this agreement Fees Calculated on Time

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

3.2.1 Fees Calculated on a Percentage of Cost Basis

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

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

a) Fees

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

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

b) Time Expended

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

3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 589,480 plus, applicable taxes made up as follows:
 - (i) \$ 589,480 plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ 0 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

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

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

3.2.5 Lump Sum Basis

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

milestone achieved as detailed in the RFP.

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

3.3 Payment

3.3.1 Fees Calculated on a Time Basis 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 3 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 12 months will be undertaken on a time basis.

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum Does Not Apply

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 2 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This _____ Day of _____, 20____

Signature		Signature	
Name	Rick Talvitie, P. Eng.	Name	
Title	Associate Vice President	Title	

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 18th Day of September, 20 23

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczynski Madison Zuppa
Title	Mayor	Title	City Clerk Deputy City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

Attached
☒
☐
☐
☒
☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:

"Included in the fee, the Engineer shall be reimbursed at cost 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.

"In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

PROPSOED WORK PROGRAM AND FEES

Date: September 6, 2023

TASKS		TIMING (Months)															Engineering Fees (Incl. 5% Comm Fee &Disbursements)
		2 0 2 3				2 0 2 4											
		September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	
Part A - Preliminary Design (east side of Bruce Street to west side of East Street)																	\$102,255
1	Project Management - QA/QC - SH&E																
2	Conduct Start-Up Meeting with City and confirm final design concept	X															
3	Collect additional background information from City, PUC & Utilities																
4	Develop design criteria incl. roadwork, streetscape etc.																
5	Conduct comprehensive field review																
6	Compile preliminary road design including typical sections																
7	Conduct meeting with PUC and other Utilities to review/confirm other upgrades		X														
8	Incorporate PUC waterworks upgrades (Note 3)																
9	Confirm proposed storm and sanitary sewer upgrades/adjustments/relocations																
10	Liaison with Downtown Association/businesses on design elements (Note 1)																
11	Meet with Accessibility Committee to review accessibility design elements			X													
12	Review and finalize streetscape amenities (Note 2)																
13	Review and confirm traffic signal upgrades/removals (Elgin, Spring & Brock)																
14	Preliminary layout of PXO crossing east of Spring																
15	Review lighting levels and confirm upgrades of street lighting with City & PUC																
16	Identify and review utility impacts																
17	Develop digital terrain model, contours and design sections																
18	Compile preliminary design drawings and submit to City for review																
19	Conduct meeting with the City to review and finalize preliminary design				X												
Part B - Detailed Design and Tendering (east side of Bruce Street to west side of East Street)																	\$184,580
1	Project Management - QA/QC - SH&E																
2	Complete detailed design of roadwork (incl. curbs, sdwk, blvd etc.)																
3	Conduct meeting with City to confirm planting and detailed design elements					X											
4	Complete detailed design of streetscape amenities (Note 4)																
5	Complete detailed design of sanitary sewer upgrades/replacements (Note 5)																
6	Complete detailed design of storm sewer upgrades/replacements (Note 5)																
7	Complete detailed design for street lighting upgrades																
8	Complete detailed design for traffic signal upgrades																
9	Develop construction staging/traffic management plan																
10	Finalize utility relocations and other upgrades with Utilities																
11	Compile detailed design drawings (Removals, Civil, Landscape & Electrical)																
12	Compile technical specifications																
13	Compile tender quantities																
14	Develop construction cost estimate																
15	Compile tender documents																
16	Finalize draft tender documents and drawings and submit to City for review																
17	Meet with City to review tender documents and drawings							X									
18	Confirm limits of contract for 2024 tender based on available funds																
19	Finalize tender package																
20	Advertise for tenders and issue tender documents																
21	Respond to inquiries during tender period and issue Addenda as required																
22	Attend tender opening, review tenders and prepare & submit tender report to City																
23	Award contract																
Part C - Construction																	\$302,645
1	Project Management - QA/QC - SH&E																
2	Coordinate and conduct pre-construction meeting with City, Contractor and Utilities							X									
3	Conduct public open house with impacted businesses								X								
4	Liaison with City & Businesses to address any on-site construction issues																
5	Review of submissions (staging & traffic control plans, shop drawings etc.)																
6	Administer construction contract																
7	Provide full-time resident inspection (assuming 28 weeks) (Note 7)																
8	Coordinate and conduct regular site meetings																
9	Carry out final inspection with City and Contractor																
10	Prepare and submit as-constructed drawings																
11	Monitor work throughout warranty period and conduct final inspection														Jan-April/2024 to Nov, 2024		
Legend																	TOTAL ESTIMATE FEES (excl. HST) -->
Meetings - X																	\$589,480
Timeline -																	
Assumptions:																	
1. Assumes that the design concept is largely finalized but have allowed for one iteration of changes at the preliminary design stage (eg. patios and parking spots)																	
2. Assumes that the streetscape design concept is well advanced but have allowed for one iteration of changes at the preliminary design stage (eg. plantings and furnishings)																	
3. Excludes design of waterworks replacements for the PUC.																	
4. 'Excudes Parkettes, plazas and gateway feature.																	
5. Assumed modest storm and sanitary sewer upgrades to be included and excludes waterworks design.																	
6. Assumes there will not be a need for a geotechnical investigation and excess soils analysis.																	
7. Construction fees based on \$5.5M construcion value and duration of 28 weeks at 55 avg. hrs/ week for inspection time.																	