



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

Monday, July 12, 2021

4:30 pm

Video Conference

| | Pages |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Adoption of Minutes | 12 - 29 |
| Mover Councillor L. Dufour | |
| Seconder Councillor M. Bruni | |
| Resolved that the Minutes of the Regular Council meeting of June 28, 2021 be approved. | |
| 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda | |
| 3. Declaration of Pecuniary Interest | |
| 4. Approve Agenda as Presented | |
| Mover Councillor L. Dufour | |
| Seconder Councillor R. Niro | |
| Resolved that the Agenda for July 12, 2021 City Council meeting as presented be approved. | |
| 5. Proclamations/Delegations | |
| 5.1. Pridefest Week | 30 - 30 |
| 5.2. A-14-21-Z.OP – 145 Old Garden River Road | 31 - 41 |
| Wendy Hansson, President and CEO and Lisa Case, Clinical Director – Mental Health and Addictions, Sault Area Hospital, will be in attendance | |
| 6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda | |

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all the items listed under date July 12, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

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| 6.1. | Outstanding Resolutions | 42 - 47 |
|------|--------------------------------|---------|

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|------|-----------------------------------------------------------|---------|
| 6.2. | Registration of Tax Arrears Certificates and Sales | 48 - 51 |
|------|-----------------------------------------------------------|---------|

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Manager of Taxation dated July 12, 2021 concerning Registration of Tax Arrears Certificates and Sales be received and that Council authorize the Manager of Taxation to commence tax sale proceedings in accordance with the *Municipal Act*, 2001.

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|------|-------------------------------------------------|---------|
| 6.3. | RFP Security Services – Transit Terminal | 52 - 53 |
|------|-------------------------------------------------|---------|

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated July 12, 2021 concerning RFP Security Services – Transit Terminal be received and that the proposal submitted by North East Regional Security Services Inc. be approved.

The contract will commence August 1, 2021 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

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| 6.4. | RFP Asset Management Plan – Consulting Engineering | 54 - 55 |
|------|-----------------------------------------------------------|---------|

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated July 12, 2021 concerning RFP Asset Management Planning – Consulting Engineering be received and that the proposal submitted by AECOM Canada Ltd. with fees of \$210,000.00 plus HST as outlined in their proposal as submitted, as required by Public Works and Engineering Services, be approved.

A By-law authorizing signature of the Agreement will appear on a future

Council Agenda.

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| 6.5. | RFP Feasibility Study – STEAM Centre | 56 - 57 |
| | A report of the Manager of Purchasing is attached for the consideration of Council. | |
| | Mover Councillor L. Dufour | |
| | Seconder Councillor R. Niro | |
| | Resolved that the report of the Manager of Purchasing dated July 12, 2021 concerning RFP Feasibility Study – STEAM Centre be received and that the proposal submitted by dEa with fees of \$88,500.00 plus HST (disbursements extra) as outlined in their proposal as submitted, as required by Community Development and Enterprise Services, be approved. | |
| 6.6. | STEAM Centre | 58 - 60 |
| | A report of the Director of Tourism and Community Development is attached for the consideration of Council. | |
| | Mover Councillor L. Vezeau-Allen | |
| | Seconder Councillor R. Niro | |
| | Resolved that the report of the Director of Tourism and Community Development dated July 12, 2021 concerning STEAM Centre be received as information. | |
| | A report appears elsewhere on the agenda with a recommendation from Purchasing to select a vendor from the RFP process. | |
| 6.7. | Twin Pad Arena Task Force | 61 - 67 |
| | A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. | |
| | Mover Councillor L. Dufour | |
| | Seconder Councillor M. Bruni | |
| | Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 12, 2021 concerning the establishment of a Twin Pad Arena Task Force be received and that Council authorize the establishment of the Twin Pad Arena Committee comprised of: Mayor Provenzano, Councillor C. Gardi, Councillor M. Shoemaker, the CAO, the Deputy CAO, Community Development and Enterprise Services (Chair), Chief Financial Officer/City Treasurer, the Director of Community Services, the Director of Planning, the Director of Engineering, the Manager of Community Arenas, the Manager of Recreation and Culture and the Manager of Facilities and Maintenance; | |
| | and further that the Terms of Reference be approved. | |
| 6.8. | Enabling Accessibility Fund – Seniors | 68 - 71 |

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Director of Community Services dated July 12, 2021 concerning Enabling Accessibility Fund – Seniors be received and that:

1. The City apply for the Enabling Accessibility Fund in support of investment as presented at the Seniors Centre;
2. The Seniors reserve be used as the source of funding for the City share outside of the capital budget process;
3. The share the applicant is responsible for be directed to Social Services Housing Corporation to cover the contribution amount if the Fund directs that the owners must apply.

6.9.

Amendment to FedNor Funding FutureSSM

72 - 73

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

The relevant By-law 2021-152 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10.

Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park

74 - 76

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Director of Economic Development dated July 12, 2021 concerning Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park be received and the price per acre on these lands be increased from \$25,000 per acre to \$50,000 per fully serviced acre to better reflect market pricing for similar properties in the market.

6.11.

Miscellaneous Paving – Contract 2021-6E

77 - 78

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

The relevant By-law 2021-147 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12.

Queen and Spring Street Improvements Consultant Selection

79 - 80

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated July 12, 2021 concerning the Queen and Spring Street Improvements consultant selection be received and that Council authorize entering into an agreement for engineering services with AECOM.

An individual engineering agreement will be brought to Council for approval at a later date.

- 6.13. Landfill Operations and Monitoring 2020 – Environmental Monitoring Committee** 81 - 84

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated July 12, 2021 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

- 6.14. Shopping Carts** 85 - 91

A report of the Assistant City Solicitor/Senior Litigation Counsel, Chief Building Inspector and Director of Public Works is attached for the consideration of Council.

The relevant By-law 2021-146 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. Reports of City Departments, Boards and Committees

- 7.1. Administration**

- 7.2. Corporate Services**

- 7.3. Community Development and Enterprise Services**

- 7.3.1. Dennis Street Terminal Update** 92 - 266

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Director of Community Services dated July 12, 2021 concerning Dennis Street Terminal Relocation be received and that a

request for proposal be issued to obtain a consultant to complete construction drawings and administer the tendering process for the renovation/build of the 111 Huron Street transit facility.

7.4. Public Works and Engineering Services

7.4.1. Winter Control – Level of Service

267 - 290

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Director, Public Works dated July 12, 2021 concerning Winter Control – Level of Service be received that Council approve the current level of service as described in Guideline W-3 – Winter Maintenance.

7.5. Fire Services

7.6. Legal

7.7. Planning

7.7.1. Short Term Rental Review

291 - 305

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Senior Planner dated July 12, 2021 concerning Short Term Rental Review be received and that staff proceed with public consultation upon the proposed short term rental accommodation regulations.

7.7.2. A-13-21-Z.OP 305 Conmee Avenue (Soapy'z Auto Wash Ltd.)

306 - 320

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the Report of the Planner dated July 12, 2021 concerning Official Plan and Zoning Application A-13-21-Z.OP be received and that Council approve Official Plan Amendment #234 (map change) by redesignating the rear 11 metres of the subject property from Residential to Commercial; and

Further be it resolved that Council rezone 305 Conmee Avenue from Low Density Residential Zone (R3) to Commercial Transitional Zone (CT2.S) with

a Special Exception to permit, in addition to those uses permitted in a CT2 zone, the following special provisions:

1. An electrical contractor's yard with no outdoor storage.
2. Reduce the rear (south) yard setback from 10 metres to 3 metres.

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

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

7.7.3. A-14-21-Z.OP 145 Old Garden River Road (DiTommaso Investments Inc.) 321 - 334

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

The relevant By-laws 2021-143, 2021-144 and 2021-145 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Senior Planner dated July 12, 2021 concerning Application A-14-21-Z.OP be received and that Council approve the application in the following manner:

1. Approve Official Plan Amendment 235 and re-designate the subject property from Industrial to Institutional on Land Use Schedule C of the Official Plan, and approve a notwithstanding clause to permit a warehousing, wholesaling and distribution centre with no outdoor storage to operate from the subject property.
2. Rezone the subject property from Light Industrial Zone (M1) to Institutional Zone (I), with a special exception to permit a warehousing, wholesaling and distribution centre, to a maximum of 10,765 sq.ft., with no outdoor storage, in addition to the uses permitted in an Institutional Zone.

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

7.8. Boards and Committees

7.8.1. Committee of Adjustment

Wayne Greco

The relevant By-law 2021-153 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

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

9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution
10. Adoption of Report of the Committee of the Whole
11. Consideration and Passing of By-laws

Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that all By-laws under item 11 of the Agenda under date July 12, 2021 be approved.

 - 11.1. By-laws before Council to be passed which do not require more than a simple majority
 - 11.1.1. By-law 2021-141 (Agreement) Northern Community Centre Twin Pad Expansion 335 - 448

Council report was passed by Council resolution on May 31, 2021.

Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-141 being a by-law to authorize the execution of the Agreement between the City and EllisDon Corporation for the Northern Community Centre Twin Pad Expansion be passed in open Council this 12th day of July, 2021.
 - 11.1.2. By-law 2021-143 (Official Plan) 145 Old Garden River Road (DiTommaso) 449 - 450

A report from the Senior Planner is on the Agenda.

Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-143 being a by-law to adopt Amendment No. 235 to the Official Plan for the City of Sault Ste. Marie (Fausto DiTommaso, 145 Old Garden River Road) be passed in open Council this 12th day of July, 2021.
 - 11.1.3. By-law 2021-144 (Zoning) 145 Old Garden River Road (DiTommaso) 451 - 453

A report from the Senior Planner is on the Agenda.

Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-144 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 145 Old Garden River Road (Fausto DiTommaso o/a DiTommaso Investments Inc.)

be passed in open Council this 12th day of July, 2021.

- 11.1.4. **By-law 2021-145 (Development Control) 145 Old Garden River Road (DiTommaso)** 454 - 455
A report from the Senior Planner is on the Agenda.
Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-145 being a by-law to designate the lands located at 145 Old Garden River Road an area of site plan control (Fausto DiTommaso) be passed in open Council this 12th day of July, 2021.
- 11.1.5. **By-law 2021-146 Shopping Carts** 456 - 463
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-146 being a by-law to prevent and control the abandonment of shopping carts on City Property, Highways or any land within the City of Sault Ste. Marie outside of an Owner's Premises and to authorize the disposal by the City of abandoned Shopping Carts be passed in open Council this 12th day of July, 2021.
- 11.1.6. **By-law 2021-147 (Agreement) Miscellaneous Paving Contract (2021-6E)** 464 - 466
A report from the Manager of Design and Transportation Engineering is on the Agenda.
Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-147 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the Miscellaneous Paving Contract (2021-6E) be passed in open Council this 12th day of July, 2021.
- 11.1.7. **By-law 2021-148 (Traffic) Amend By-law 77-200 (Schedule "Y")** 467 - 471
Council Report was passed by Council resolution on December 14, 2021
Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that By-law 2021-148 being a by-law to amend Traffic By-law 77-200 (Schedule "Y") be passed in open Council this 12th day of July, 2021.
- 11.1.8. **By-law 2021-149 (Agreement) SSM Firefighters (Local 529)** 472 - 514

Council report was passed by Council resolution on May 10, 2021.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-149 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Professional Firefighters Association (Local 529) for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 12th day of July, 2021.

- 11.1.9. **By-law 2021-150 (Traffic) Amend By-law 77-200 (Schedule C)** 515 - 542

Council Report was passed by Council resolution on June 28, 2021.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-150 being a by-law to amend Traffic By-law 77-200 (Schedule "C") be passed in open Council this 12th day of July, 2021.

- 11.1.10. **By-law 2021-151 (Agreement) Engineering Tulloch Civic Centre Entrance Upgrades** 543 - 594

Council Report was passed by Council resolution on March 8, 2021.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-151 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for the Civic Centre Entrance Upgrades be passed in open Council this 12th day of July, 2021.

- 11.1.11. **By-law 2021-152 (Agreement) FedNor Amendment** 595 - 599

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-152 being a by-law to to authorize the execution of the Amending Agreement between the City and FedNor to implement a strategic plan to attract investment, talent, diversity and put in place an inclusive community structure for decision making to maximize resource's and economic outcomes be passed in open Council this 12th day of July, 2021.

- 11.1.12. **By-law 2021-153 (Local Boards) Appointment Committee of Adjustment** 600 - 600

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2021-153 being a by-law to appoint Wayne Greco to the Committee of Adjustment be passed in open Council this 12th day of

July, 2021.

- 11.2. **By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3. **By-laws before Council for THIRD reading which do not require more than a simple majority**
12. **Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
13. **Closed Session**

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; one acquisition of land; and one item concerning labour relations or employee negotiations;

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.

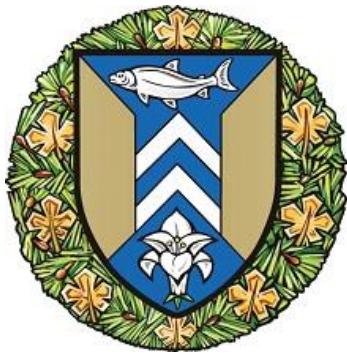
Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; and (d) labour relations or employee negotiations

14. **Adjournment**

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, June 28, 2021
4:30 pm
Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, D. McConnell, B. Lamming, T. Anderson J. Bruzas, C. Rumiel, K. Fisher, P. Milosevich, F. Coccimiglio, T. Vecchio, M. Zuppa, K. Heymans

13. Closed Session

Moved by: Councillor P. Christian
Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss two items concerning the disposition of land; six acquisitions of land; one item concerning labour relations or employee negotiations; and one matter concerning a trade secret supplied in confidence;

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 (c) a proposed or pending acquisition or disposition of land by the municipality; (d) labour relations or employee negotiations; and (i) a trade secret

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

Carried

1. Adoption of Minutes

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

Resolved that the Minutes of the Regular Council Meeting of June 14, 2021 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor P. Christian – ADSB Agreement Renewal – Former Etienne Brule School Site

Employed by Algoma District School Board

3.2 Councillor P. Christian – By-law 2021-136 (Agreement) Algoma District School Board Community Partnership Project Etienne Brule School

Employed by Algoma District School Board

4. Approve Agenda as Presented

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

Resolved that the Agenda and Addendum #1 for June 28, 2021 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 PUC Group of Companies – Report to Shareholder 2020

J. Bonifero, Chair and R. Brewer, President and CEO of PUC were in attendance.

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

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

Resolved that all the items listed under date June 28, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Dennis Street Terminal Relocation – Referral Resolution Process

The report of the CAO was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the CAO dated 2021 06 28 concerning Dennis Street Terminal Relocation – Referral Resolution Process be accepted as information.

Carried

6.2 New Optional Small Business Tax Class

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Financial Officer and Treasurer and Deputy CAO, Community Development and Enterprise Services dated June 28, 2021 concerning New Optional Small Business Tax Class be received and that consultation with the various stakeholder groups be approved.

Carried

6.3 2020 Audited Financial Statements

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Finance dated June 28, 2021 concerning the 2020 Audited Financial Statements be received and that the Audited Consolidated Financial Statements and Trust Fund Statements for 2020 be approved.

Carried

6.4 Property Tax Appeals

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

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

Resolved that the report of the Manager of Taxation dated June 28, 2021 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

Carried

6.5 Third Party Cost Recovery Services – Fire Services

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

The relevant By-law 2021-134 is listed under item 11 of the Minutes.

6.6 Avanti Payroll and Benefits Cloud Migration

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

The relevant By-law 2021-135 is listed under item 11 of the Minutes.

6.7 Voter Engagement Update

The report of the Deputy City Clerk was received by Council.

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

Resolved that the report of the Deputy City Clerk dated June 28, 2021 concerning Voter Engagement Update be received as information.

Carried

6.8 Downtown Safety

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

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

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated June 28, 2021 concerning Downtown Safety be received and that the following initiatives be approved in principle:

- "Downtown Ambassador" pilot program
- Security patrols and surveillance
- Crime Prevention Through Environmental Design initiative

- Downtown activation

and that staff be requested to report back regarding funding for these initiatives.

Carried

6.9 Annual Addition and Removal of Bus Stops – Traffic By-law 77-200

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated June 28, 2021 concerning Annual Addition and Removal of Bus Stops be approved.

A By-law and related agreement will be brought forward to a future Council meeting.

Carried

6.10 Knowledge-Based Industry Recruitment Task Force

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Tourism and Community Development dated June 28, 2021 concerning Knowledge-Based Industry Recruitment Task Force be received as information.

Carried

6.11 Canada Water Agency – Proposal for the Federal Agency’s Location

The report of the Manager of Business Development was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Business Development dated June 28, 2021 concerning the Canada Water Agency bid initiative be received and that:

- Councillor C. Gardi, Elaine Ho, Dr. Paula Antunes, Ryan Namespetra and the Deputy CAO, Community Development and Enterprise Services; the Director of Economic Development; the Manager of Business Development; the Director of Tourism and Community Development; and the Sustainability Coordinator be appointed to a task force;
- the task force liaise with the Bawating Advisory Circle to ensure Indigenous engagement and input in the development and execution of the Canada Water Agency bid initiative;

- the task force produce a branded website for Sault Ste. Marie's Canada Water Agency bid (including a promotional video);
- the task force partner with the Huron Lake Collaborative to conduct stakeholder engagement to produce a Sault Ste. Marie "What We Heard" document for the bid.

Carried

6.12 Seniors Community Grant Application 2021

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Recreation and Culture dated June 28, 2021 concerning the Seniors Community Grant Application 2021 be received and that staff be authorized to apply to Ministry for Seniors and Accessibility – Seniors Community Grant Program.

Carried

6.13 2021-22 Francophone Community Grants Program

The report of the Curator of the Ermatinger-Clergue National Historic Site was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated June 28, 2021 concerning the 2021-22 Francophone Community Grants Program be received and that staff be authorized to submit an application for funding.

Carried

6.14 Community Museum Operating Grant ECNHS 2021

The report of the Curator of the Ermatinger-Clergue National Historic Site was received by Council.

The relevant By-law 2021-132 is listed under item 11 of the Minutes.

6.15 Municipal Law Enforcement Officer Appointment June 2021

The report of the Manager of Transit and Parking was received by Council.

The relevant By-law 2021-127 is listed under item 11 of the Minutes.

6.17 Tulloch Engineering – Assumption of Contract

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

The relevant By-laws 2021-130 and 2021-131 are listed under item 11 of the Minutes.

6.18 Amendment to Contribution Agreement – Downtown Revitalization and Civic Plaza

The report of the City Solicitor was received by Council.

The relevant By-law 2021-139 is listed under item 11 of the Minutes.

6.19 Property Declared Surplus – 69 Old Garden River Road

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

The relevant By-law 2021-129 is listed under item 11 of the Minutes.

6.20 Municipal Autism Strategy

The report of the Accessibility Coordinator was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Accessibility Coordinator dated June 28, 2021 concerning Municipal Autism Strategy be received as information and that the members of the Autism Strategy Sub-Committee be thanked for their assistance.

Carried

6.16 ADSB Agreement Renewal – Former Etienne Brule School Site

Councillor P. Christian declared a conflict on this item. (Employed by Algoma District School Board)

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

The relevant By-law 20201-136 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.2.1 Municipal Election 2022

The report of the City Clerk and Deputy City Clerk was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the City Clerk and Deputy City Clerk dated June 28, 2021 concerning Municipal Election 2022 be received and that the 2022 Municipal Election be conducted with in-person voting and tabulator count at an estimated cost of \$320,000;

Further that staff be authorized to issue an RFP for the acquisition of vote tabulators.

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Resolved that the main motion be amended by adding the following words: "Be It Further Resolved that Council direct staff to include a "Register to Vote By Mail" option for the 2022 election and that the additional cost associated with the "Register to Vote By Mail" process be paid from a source determined to be most appropriate by staff, or, in the event a source cannot be identified, from the Unforeseen Reserve."

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

Motion as Amended

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the City Clerk and Deputy City Clerk dated June 28, 2021 concerning Municipal Election 2022 be received and that the 2022 Municipal Election be conducted with in-person voting and tabulator count at an estimated cost of \$320,000;

Be It Further Resolved that Council direct staff to include a "Register to Vote By Mail" option for the 2022 election and that the additional cost associated with the "Register to Vote By Mail" process be paid from a source determined to be most appropriate by staff, or, in the event a source cannot be identified, from the Unforeseen Reserve."

Further that staff be authorized to issue an RFP for the acquisition of vote tabulators.

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

Carried

7.3 Community Development and Enterprise Services

7.3.1 Community Safety and Well-Being Plan

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Tourism and Community Development dated June 28, 2021 be received; and

Further that Council approve the adoption of the Sault Ste. Marie Community Safety Well-Being Plan.

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

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

7.8.1 PUC Shareholder

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

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

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

Carried

7.8.1.1 PUC Inc. and PUC Services Inc. Shareholder Resolutions

Resolution of the Shareholder of PUC Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2020, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Re-Appointment of Board Members

Be It Resolved That the following board members whose terms are up for re-appointment be approved for a 3-year term:

Jim Boniferro – President and CEO of Boniferro Millworks

Christian Provenzano – Mayor, City of Sault Ste. Marie

Neil Strom – Mill Controller, Algoma Steel Inc.

Illa Watson – Vice President, People and Partnerships Sault Area Hospital

Resolution of the Shareholder of PUC Services Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2020, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Re-Appointment of Board Members

Be It Resolved That the following board members whose terms are up for re-appointment be approved for a 3-year term:

Jim Boniferro – President and CEO of Boniferro Millworks

Christian Provenzano – Mayor, City of Sault Ste. Marie

Neil Strom – Mill Controller, Algoma Steel Inc

Ila Watson – Vice President, People and Partnerships Sault Area Hospital

7.8.1.2 2020 Sustainability Report

7.8.1.3 2020 Financial Statements

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

8.1 Personal Services – Re-opening

Moved by: Councillor D. Hilsinger

Seconded by: Councillor M. Scott

Whereas the Province of Ontario has vaccinated over 64% of residents 18+ with their first dose and over 17% with their second dose; and

Whereas over 75% of Algoma's population over the age of 18 has received at least their first vaccination and over 18% have received their second; and

Whereas COVID-19 cases in the Algoma region are at 0.9 per 100,000; and

Whereas the Province of Ontario has entered Step One of the re-opening plan on June 11, 2021, ahead of schedule due to strong provincial vaccination numbers, reduced ICU cases and reduced COVID-19 infections; and

Whereas personal service businesses such as hair salons, nail salons and tattoo shops have implemented strict COVID-19 safety precautions as part of the Province's previous re-opening plan to ensure the safety of their staff and customers; and

Whereas personal service businesses have most recently been closed since April 3, 2021 and owners and staff have suffered greatly throughout the pandemic;

Now Therefore Be It Resolved that Sault Ste. Marie City Council request that the Province of Ontario consider allowing personal service businesses and gyms to a maximum of 10 people or as deemed appropriate to re-open as soon as possible as part of Step One with strict limited capacities.

| | For | Against | Absent |
|-------------------------|------------|----------------|---------------|
| Mayor C. Provenzano | X | | |
| Councillor P. Christian | X | | |

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

Carried

8.2 West End Splash Pad

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Bruni

Whereas in June 2019 the City of Sault Ste. Marie opened its first splash pad in Bellevue Park in the east end of the community; and

Whereas since its opening the splash pad has been heavily used and thoroughly enjoyed by children and families; and

Whereas the City of Sault Ste. Marie should aim to provide equitable access to amenities and services in different parts of the community, especially as they relate to families and children; and

Whereas, as a community, we have been working to revitalize our city parks; and

Whereas there are many parks in the western part of Sault Ste. Marie that could be revitalized; and

Whereas many communities of our size have more than one splash pad

Now Therefore Be It Resolved that City staff be requested to explore opportunities and locations for the establishment of a second splash pad in a city park in the west end of Sault Ste. Marie, and report back to City Council with a list of potential sites for the establishment of a splash pad in the Sault's west end.

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

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda save and except By-law 2021-136 under date June 28, 2021 be approved.

Carried

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

**11.1.1 By-law 2021-127 (Parking) Municipal Law Enforcement Officers Amend Schedule "A"
By-law 90-305**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-127 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

Carried

11.1.2 By-law 2021-129 (Property) Declare 69 Old Garden Road Surplus

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-129 being a by-law to declare the City owned property legally described as PIN 31514-0095 (LT) PT SEC 32 TARENTORUS PT 1 1R10348 E OF PT 1 & 2 1R10668; T/W AS EASEMENT AS IN T176382; SAULT STE. MARIE being civic 69 Old Garden River Road, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 28th day of June, 2021.

Carried

11.1.3 By-law 2021-130 (Agreement) Tulloch Engineering Pim Street Pump Station

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-130 being a by-law to authorize the execution of the Assignment and Assumption of Contract Agreement between the City and Tulloch Engineering Inc. to provide structural engineering services in support of repairs to the Pim Street Pump Station be passed in open Council this 28th day of June, 2021.

Carried

11.1.4 By-law 2021-131 (Agreement) Tulloch Engineering Central Farwell Aqueduct

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor P. Christian

Resolved that By-law 2021-131 being a by-law to authorize the execution of the Assignment and Assumption of Contract Agreement between the City and Tulloch Engineering Inc. to provide structural engineering services in support of repairs to the Central Avenue and Farwell Terrace secondary aqueducts be passed in open Council this 28th day of June, 2021.

Carried

11.1.5 By-law 2021-132 (Agreement) Community Museums Operating Grant

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-132 being a by-law to authorize the approval to apply for the annual Community Museums Operating Grant (CMOG), Ministry of Culture, through Grants Ontario be passed in open Council this 28th day of June, 2021.

Carried

11.1.6 By-law 2021-133 (Heritage Designation) Wawanosh Monument 96 Great Northern Road

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-133 being a by-law to designate to designate the Wawanosh Monument located at the northwest corner of 96 Great Northern Road and Willoughby intersection as being of architectural or historic value or interest.

Carried

11.1.7 By-law 2021-134 (Agreement) Fire Cost Recovery

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-134 being a by-law to authorize the execution of the Agreement between the City and Fire Marque Inc. for the provision of Cost Recovery Services as required by the Fire Services Department be passed in open Council this 28th day of June, 2021.

Carried

11.1.8 By-law 2021-135 (Agreement) Avanti Software Inc.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-135 being a by-law to authorize the execution of the Agreement between the City and Avanti Software Inc. for software services for the Avanti Cloud Migration Program be passed in open Council this 28th day of June, 2021.

Carried

11.1.10 By-law 2021-137 (Zoning) 899 Second Line West (2779594 Ontario Inc. c/o Benjamin Cicchelli & David Toppan)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-137 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 899 Second Line West (2779594 Ontario Inc. c/o Benjamin Cicchelli & David Toppan) be passed in open Council this 28th day of June, 2021.

Carried

11.1.11 By-law 2021-138 (Development Control) 899 Second Line West (2779594 Ontario Inc. c/o Benjamin Cicchelli & David Toppan)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-138 being a by-law to designate the lands located at 899 Second Line West an area of site plan control (2779594 Ontario Inc. c/o Benjamin Cicchelli & David Toppan) be passed in open Council this 28th day of June, 2021.

Carried

11.1.12 By-law 2021-139 (Agreement) Fed Nor Amending Contribution

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-139 being a by-law to law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages for the Sault Ste. Marie Downtown Revitalization and Civic Plaza be passed in open Council this 28th day of June, 2021.

Carried

11.1.13 By-law 2021-140 (Agreement) Case Road Culvert Replacement

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-140 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for the replacement of the Case Road culvert be passed in open Council this 28th day of June, 2021.

Carried

11.1.9 By-law 2021-136 (Agreement) Algoma District School Board Community Partnership Project Etienne Brule School

Councillor P. Christian declared a conflict on this item. (Employed by Algoma District School Board)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2021-136 being a by-law to authorize the execution of the Agreement between the City and Algoma District School Board for the Community Partnership Project at the former Etienne Brule School Site be passed in open Council this 28th day of June, 2021.

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

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

14. Adjournment

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS** Queer and Trans people are vital and valued members of our community; and diversity, acceptance, understanding and inclusion are core values that we seek to attain, uphold and promote; and
- WHEREAS** We recognize the importance of inclusive opportunities, a more visible LGBTQ2SI+ community and the freedom to express oneself without prejudice; and Sault Ste. Marie celebrates the diversity that strengthens our city, including individuals who identify as lesbian, gay, bisexual, transgendered, two-spirited and all other sexual orientations and gender identities; and
- WHEREAS** The Progressive Pride Flag is raised to honour LGBTQ2SI+ community members of Sault Ste. Marie and Algoma; and
- WHEREAS** The importance of creating safer spaces, developing allies and eliminating homophobia, transphobia and biphobia cannot be understated; and we seek to ensure the wellbeing of all members of the LGBTQ2SI+ community, their families and their friends; and
- WHEREAS** The City of Sault Ste Marie recognizes the LGBTQ2SI+ community for the contributions they have made to the cultural fabric of our city and is committed to making Sault Ste. Marie a place free from violence or discrimination based on gender identity or sexual orientation, and where everyone is valued.

NOW THEREFORE, I, Christian Provenzano, Mayor of the City of Sault Ste. Marie, do hereby proclaim **July 18th to July 25th, 2021** as **“Pridefest Week”** in the City of Sault Ste. Marie. Pridefest, for the second year, due to COVID-19, will be going virtual. As we begin to recover from the pandemic, we look forward to the day where we can come together to celebrate Pride in person.

Signed,

Christian Provenzano
MAYOR



Mental Health & Addictions Services Community Update:

Residential Withdrawal Management & Safe Beds

July 12, 2021



Integrity • Compassion • Collaboration & Partnership •
• Accountability • Respect • Excellence

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Where will the community-based Residential Withdrawal Management & Safe Beds be located?



145 Old Garden River Road
[pending rezoning]



Exceptional People Working Together to Provide Outstanding Care in Algoma.

Why this location?

A comprehensive search of all available spaces in Sault Ste. Marie indicates this location is best suited based on Provincial Standards for Withdrawal Management Services and Ministry of Health Space Standards for community-based programs.

As well consultation with our provincial, regional, and community partners, including; Indigenous Partners, Social Services, Mental Health & Addictions Services, Patient & Family Advisors, and Healthcare providers' representative of our community, informed and supported this decision.



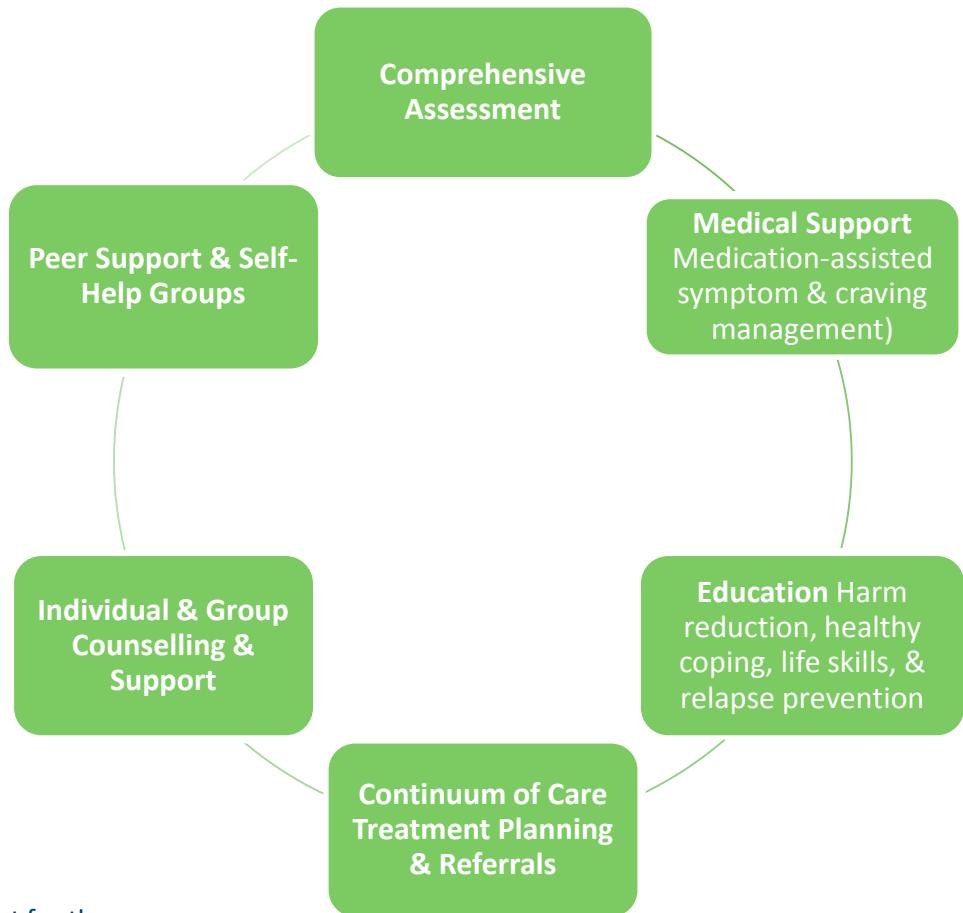
Will the property be improved?

Renovations to the interior and exterior of the existing building will be completed.

The outdoor area will be improved with landscaping and functional space co-designed with key stakeholders and community partners; design elements may include therapeutic gardens, sitting area, and outdoor activity areas.

What services will be offered?

Compassionate and tailored care for individuals [16 years and older], who are seeking residential withdrawal management, relapse prevention or safe bed support.



Note: Safe Beds provides voluntary crisis accommodations and support for those with mental health and or addictions crisis.



Who will staff the location?

The location will be staffed 24/7 by a team of dedicated clinical & support staff:

- Registered Social Workers and Psychotherapists
- Registered Addiction Workers
- Registered Nurses
- Registered Practical Nurses
- Nurse Practitioners
- Addiction Medicine Physicians
- Support Staff



Dr. Nadia Bowen, *Physician Lead*



How will these services improve Mental Health & Addictions care in our community?

The relocation of the residential withdrawal management and safe beds services will ensure that individuals in our community have access to a specially designed environment and high-quality mental health and addiction care, where and when they need it.



ADDICTIONS SERVICES

Residential Withdrawal Management & Safe Beds

PAST LOCATION

Queen Street

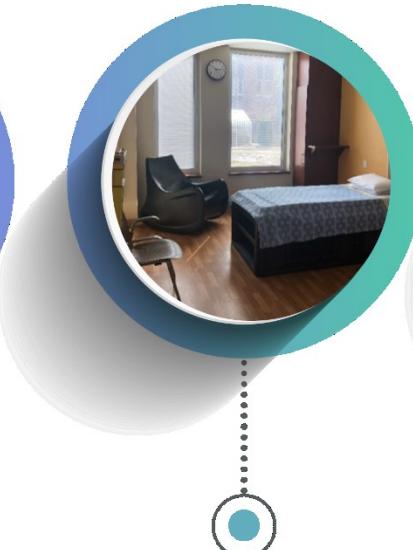


16 beds total for withdrawal management & safe beds

24/7 walk in services supported by Addiction service worker (psycho-social support)

INTERIM LOCATION

Sault Area Hospital



13 beds for withdrawal management & safe beds and 4 medical withdrawal management beds (at SAH)

24/7 walk in services supported by Addiction Service Worker and Registered Nurse

FUTURE LOCATION

Old Garden River Road



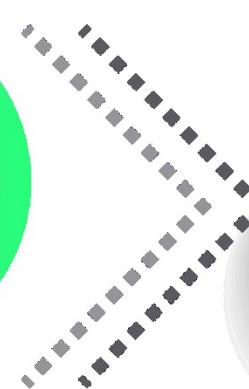
20 beds for withdrawal management & safe beds and 4 medical withdrawal management beds (at SAH)

24/7 walk in services supported by Addiction Service Worker, Registered Nurse, and Nurse Practitioner

*Pending rezoning approval. Design draft featured

CONTINUUM OF CARE

Community Based Campus & Partnerships



Assertive outreach, co-location of specialized care, consolidation & sustainability

Hospital-based Care
Residential Withdrawal Management & Safe Beds

Neighbour Resource Centre/
Harm Reduction
Transition House

*Other enhancements are also expected as the Continuum of Care develops

How long until the new location opens?

SAH and our Patient and Family Advisors, along with the Ministry of Health, the City of Sault Ste. Marie, and community partners, are working hard to relocate these services - **AS SOON AS POSSIBLE.**

Currently, 13 residential withdrawal management & safe beds supported by 4 hospital-based medical beds are available at SAH.

We are committed sharing updates on our progress through Sault Area Hospital's social media platforms.

Follow us on Facebook [@SaultAreaHospital](#) on Twitter [@SaultAreaHosp](#)



Exceptional People Working Together to Provide Outstanding Care in Algoma.



Exceptional People Working Together to Provide Outstanding Care in Algoma.

thank you!



Exceptional People Working Together to Provide Outstanding Care in Algoma.

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| Meeting Date | Department | Agenda Item | Assigned To | Due Date | Comments | Description | Sponsored By |
|--------------|------------|--------------------------------------------|-------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 8-Jun-15 | | Animation Cel Collection | | | Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition. | | S. Butland S. Myers |
| 26-Sep-16 | Legal | Off Road Vehicle Use on Municipal Roadways | K. Fields | Q4 2021 | Initiating resolution June 22, 2015; Report September 26, 2016 – Agenda Item 6.10 – Council directed Legal to draft by-law; Report April 1, 2019 – Agenda Item 6.13 – status update on ATV By-law | Develop a comprehensive by-law to eliminate safety concerns of ATVs and UTV on municipally maintained streets by regulating allowable roads, in addition to speed limits and hours of operation. | J. Huppenen L. Turco |
| 21-Nov-16 | CAO | Employee Innovation Program | M. White | Q3 2021 | | SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017. | F. Fata S. Hollingsworth |
| 6-Mar-17 | CD&ES | Millennium Fountain | T. Vair | Q3 2021 | Initiating resolutions March 6, 2017; Report May 29, 2017 – Agenda Item 6.21 regarding water-based fountain; Report October 10, 2017 – Agenda Item 6.6 officially read, but not dealt with; Report November 20, 2017 – Agenda Item 6.10; Report August 12, 2019 – Agenda Item 7.3.1 | Outstanding from resolution – report on land based fountain in the area of Clergue and John Rowswell Parks including one-time costs, ongoing annual costs, time lines associated with change from water-based fountain to creating a new land-based fountain and possible sponsorship. | S. Myers S. Hollingsworth |
| 8-May-17 | CD&ES | Downtown Sault Ste. Marie | T. Vair | Q3 2021 | FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC | Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids. | P. Christian S. Butland |

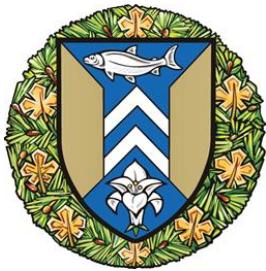
| | | | | | | | |
|-----------|--------------------|----------------------------------|----------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 26-Jun-17 | CD&ES Legal | Weekend Downtown Street Closures | T. Vair K. Fields | Q3 2021 | Information was presented to the DTA Board in November 2019; Information was presented to DTA membership at AGM March 2021; DTA report received April 2021 | Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown. | M. Shoemaker S. Hollingsworth |
| 11-Sep-17 | Legal | Red Pine Drive | K. Fields | Q3 2021 | Pending | Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy. | M. Shoemaker J. Krmpotich |
| 23-Oct-17 | CD&ES | There's an App for That | T. Vair | Q3 2021 | FutureSSM team in collaboration with City IT to examine opportunity to create and fund this app; Report May 31, 2021 – Agenda item 6.8 – request to be made for 2022 budget as part of the website re-development | Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.) | M. Shoemaker J. Huppenen |
| 11-Dec-17 | CD&ES | Downtown Safety Strategy | T. Vair | Q4 2021 | FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities; Report June 28, 2021 – Agenda Item 6.8 – report back Q4 2021 | Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with Sault Ste. Marie Police Service, Downtown Association, and other related community groups seeking to increase public safety). | S. Hollingsworth S. Myers |
| 9-Apr-18 | CD&ES | Snow Dumps | D. McConnell | Q3 2021 | | Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible. | M. Shoemaker S. Butland |
| 9-Apr-18 | Corporate Services | Open Data | F. Coccimiglio | Q3 2021 | Report May 10, 2021 – Agenda Item 6.6 – referred back to staff for additional costing information | Research, develop and draft an open data plan and strategy for the municipal corporation. | S. Hollingsworth S. Butland |
| 28-May-18 | CAO CD&ES | Jamestown Health Equity Centre | M. White T. Vair | Q3 2021 | Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1 | Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates. | M. Shoemaker R. Niro |

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|-----------|--------------------|-------------------------------------------------------|--------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28-May-18 | CD&ES | National Housing Strategy Plan | D. McConnell | Q3 2021 | Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or rezoned. | M. Shoemaker O. Grandinetti |
| 11-Jun-18 | Legal | Upgrades to Class D Gravel Roads | K. Fields | Pending | Investigate the acquisition of remaining existing class D road private rights-of-way. | J. Krmpotich S. Butland |
| 10-Dec-18 | CD&ES | MPAC Real Property Assessment | D. McConnell | Q4 2021 | Report August 12, 2019 – Agenda Item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party | Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale. M. Shoemaker P. Christian |
| 10-Dec-18 | Corporate Services | Sault Ste. Marie Voter Engagement Plan | R. Tyczinski | Q1 2022 | Report March 29, 2021 – Agenda Item 6.10 – Council approved a community engagement initiative; Report June 28, 2021 – Agenda Item 6.7; report back Q1 2022 | Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote. |
| 4-Mar-19 | CD&ES | Active Transportation | D. McConnell | Q3 2021 | Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation. | D. Hilsinger M. Shoemaker |
| 18-Mar-19 | CD&ES | Public Input Sessions in Rezoning Application Process | D. McConnell | Q4 2021 | Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers). | P. Christian M. Shoemaker |
| 18-Mar-19 | CD&ES | Green Laneways | D. McConnell | Q4 2021 | Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie. | M. Shoemaker L. Dufour |

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|-----------|--------------------|-------------------------------------------------------|--------------------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 18-Mar-19 | Corporate Services | Review of City of Sault Ste. Marie Procurement Policy | S. Schell | Q3 2021 | Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy. | M. Shoemaker C. Gardi | |
| 6-May-19 | CD&ES Legal | Transient Accommodations | D. McConnell K. Fields | Q3 2021 | Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods. | C. Gardi M. Scott | |
| 21-May-19 | CD&ES | Downtown Trolley | T. Vair | Q3 2021 | Study, review, consult and subsequently advise council of the feasibility of implementing a Downtown Trolley. | M. Shoemaker P. Christian | |
| 15-Jul-19 | CD&ES | Complete Streets Plan – Pine/Willow Area | D. McConnell | Q3 2021 | Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house. | D. Hilsinger M. Shoemaker | |
| 9-Sep-19 | PW&ES | Northern Avenue East/Sackville Road Intersection | L. Girardi C. Rumiel | Q4 2021 | Pedestrian counts during the pandemic would be inaccurate | Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council. | R. Niro M. Bruni |
| 4-Nov-19 | Legal | Shopping Cart Management Plan | K. Fields | Q3 2021 | May 31, 2021 – Agenda Item 6.21 – referred back to staff | Draft a by-law requiring retailers that use shopping carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries ensuring enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan. | M. Shoemaker M. Bruni |
| 6-Jan-20 | CAO | Service Delivery Review | M. White | Q3 2021 | Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report. | M. Shoemaker R. Niro | |
| 20-Jan-20 | CAO Fire Services | Warming Shelters | Malcolm White Peter Johnson | Q3 2021 | Review current warming shelter plan, recommend the necessary adjustments based on community needs. | M. Shoemaker D. Hilsinger | |

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|-----------|-------|------------------------------------------------------------|---------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 3-Feb-20 | CD&ES | Best for Kids Transit Pilot Project | T. Vair | Q4 2022 | March 9, 2020 – Agenda Item 6.2; Report October 13, 2020 – Agenda Item 6.1; expand program for two years and report back | Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council. | R. Niro M. Shoemaker |
| 24-Feb-20 | CD&ES | Snowmobile Road Use | T. Vair | Q4 2021 | | Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period. | S. Hollingsworth P. Christian |
| 14-Sep-20 | CD&ES | Provincial/Municipal Grants for Upgrading Homes | Don McConnell | Q3 2021 | | Review provincial-municipal grant programs to assist fixed income homeowners with upgrades and maintenance of their homes. | M. Shoemaker P. Christian |
| 28-Sep-20 | CD&ES | Commercial Assessment Growth Community Improvement Program | Don McConnell | Q4 2021 | | Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program. | M. Shoemaker R. Niro |
| 28-Sep-20 | CD&ES | Vacant Buildings Community Improvement Program | Don McConnell | Q4 2021 | | Investigate a Community Improvement Program for vacant buildings. | M. Shoemaker L. Dufour |
| 13-Oct-20 | PW&ES | Blake Avenue | Don Elliott | Q3 2021 | Will be addressed in the next Transportation Capital Plan Q3 2021 | Bring forward a plan for the upgrade of Blake Avenue to Class A services to be considered in the Capital Transportation Plan. | M. Shoemaker L. Dufour |
| 9-Nov-20 | CD&ES | Downtown Safety | Tom Vair | Q4 2021 | Report June 28, 2021 – Agenda Item 6.8; Report back Q4 2021 | Investigate and report on options to increase safety in the downtown (could include either surveillance or security patrols in the downtown core) during non-core hours; determine if partnerships with downtown merchants, the private sector, or the Downtown Association can facilitate. | M. Shoemaker L. Dufour |
| 30-Nov-20 | PW&ES | Derelict Properties | Don Elliott Freddie Pozzebon | Q3 2021 | | Investigate existing programs in Ontario municipalities that incentivize or provide assistance in the demolition of derelict or unsafe or abandoned properties and propose a comprehensive plan to City Council for implementation. | M. Shoemaker P. Christian |
| 8-Mar-21 | Legal | Contracted Legal Counsel | Karen Fields | Q3 2021 | | Prepare a report outlining how an additional lawyer could be funded from a corresponding decrease in the Contracted Legal Counsel budget in 2021, with adjustments for 2022 made as necessary during budget deliberations. | L. Dufour P. Christian |

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|-----------|---------------------------|---------------------------------------------|------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 8-Mar-21 | PW&ES | By-law Enforcement | Don Elliott | Q3 2021 | Report on funding part time by-law officer position for 2021, potentially from a vacant buildings registration fee, administration fees from contracted services for compliance, and additional adjustments being made during the 2022 Budget. | L. Dufour P. Christian | |
| 12-Apr-21 | CAO | Sustainable Development | M. White | Q4 2021 | Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy. | L. Dufour M. Scott | |
| 10-May-21 | CD&ES PW&ES Finance | Re-opening of Outdoor Rink – Mike Zuke Park | T. Vair L. Girardi S. Schell | Q4 2021 | Include reopening and operation of a community outdoor rink at Mike Zuke Park in the 2022 budget for Council's consideration. | M. Scott M. Shoemaker | |
| 31-May-21 | PW&ES | Railway Crossings | L. Girardi | Q4 2021 | Report the most up to date maintenance schedule and parties responsible for maintenance of each railway crossing within City limits, and the City's share and/or responsibilities at each of these crossings. | C. Gardi L. Vezeau-Allen | |
| 31-May-21 | CD&ES | Adventure Bus | T. Vair | Q3 2021 | Report on additional bus route to run on weekends after Labour Day bringing residents from one or both of the transit transfer hubs to Hiawatha Highlands. | S. Hollingsworth P. Christian | |
| 14-Jun-21 | CAO | Dennis Street Terminal Relocation | M. White | Q2 2021 | Report June 28, 2021 – Agenda Item 6.1; Report back July 12, 2021 | Research and report back with additional information regarding the feasibility of constructing a new terminal at the existing Dennis Street and Queen Street East site, including potential costs and long-term operational implications. | S. Hollingsworth M. Scott |
| 14-Jun-21 | CD&ES | Snowdon Park Tragedies | T. Vair | Q4 2021 | Work with the Children of Shingwauk Alumni Association Memorial Committee to develop plans for a suitable memorial at the Snowdon Park site. | P. Christian M. Scott | |
| 28-Jun-21 | CD&ES PW&ES | West End Splash Pad | T. Vair L. Girardi | Q3 2021 | Explore opportunities and potential locations for the establishment of a second splash pad in a city park in the west end of Sault Ste. Marie. | C. Gardi M. Bruni | |
| <hr/> | | | | | | | |
| 28-Jun-21 | | | | | | | |



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

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

Purpose

Staff is seeking Council approval to proceed with the registration of tax arrears certificates and sale in accordance with the *Municipal Act, 2001*.

Background

Attached is a listing of properties recommended for the registration of tax arrears certificates and sale.

The steps in the tax sale process are as follows:

1. City Council endorses a resolution for the Manager of Taxation to proceed.
2. Manager of Taxation mails “Farm Mediation Service” notice to property owner, allowing assessed farmers a 15-day appeal forum.
3. Registration of Tax Arrears Certificate on Title.
4. First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
5. Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
6. Redemption period expires 365 days from the date of registration.
7. Begin advertising in the Ontario Gazette and the Sault Star following the 365-day redemption period.
8. Manager of Taxation conducts Tax Sale.
9. Preparation of Documentation and Registration of Tax Deeds for properties sold at Tax Sale in the Fall of 2022.

Analysis

Not Applicable.

Financial Implications

The properties listed represent \$169,346.15 in outstanding tax revenue.

Strategic Plan / Policy Impact

Not Applicable.

Registration of Tax Arrears Certificates and Sale

July 12, 2021

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated 2021 07 12 be accepted and Council authorize the Manager of Taxation to commence Tax Sale proceedings in accordance with the *Municipal Act, 2001*.

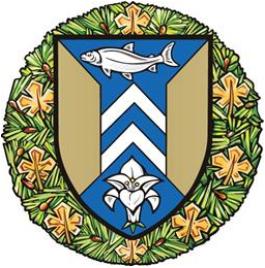
Lisa Petrocco
Manager of Taxation

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2021 07 12
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
PROPERTIES REGISTERED FOR TAX SALE 2021

| PARCEL NUMBER | ROLL NUMBER/TAX CLASS | PROPERTY DESCRIPTION | TOTAL TAXES OUTSTANDING |
|----------------------|------------------------------|-------------------------------------------------------------------------------|--------------------------------|
| 1 | 02003002600000 RT 164,750 | 00038 ALBERTA AVE PLAN 285 BLK 15 LOT 10 | 15,310.08 |
| 2 | 02003701900000 RT 111,000 | 00526 WELLINGTON ST E PLAN 289 LOT 1 | 7,778.28 |
| 3 | 02003816000000 RT 61,000 | 00318 ALBERT ST E PLAN 153 LOT 20WPT | 5,235.28 |
| 4 | 02004503000000 RT 72,000 | 00004 GORDON AVE PLAN 32746 LOT 2 | 5,016.32 |
| 5 | 03009201601000 RT 68,000 | 00000 UNKNOWN SEC 4 NE1/4 NW1/4 PCL 11 AWS | 6,447.28 |
| 6 | 03009503700000 RT 44,000 | 00213 CASE RD SEC 15 SW 1/4 PT | 2,641.49 |
| 7 | 04002003400000 RT 90,000 | 00060 LONDON ST PLAN 8454 LOT 86 | 36,115.33 |
| 8 | 04002301600000 RT 45,500 | 89 WELLINGTON ST E PLAN 177 LOT 3 | 2,610.53 |
| 9 | 04002318600000 CT 142,000 | 00180 GORE ST PLAN 1219 LOT 20 LOT 21 | 27,756.93 |
| 10 | 04002802200000 RT 70,000 | 00228 CATHCART ST PLAN 727 LOT 165PT | 6,535.94 |
| 11 | 05005009300000 RT 14,600 | 01890 GOULAIIS AVE SEC 11 NW 1/4 PT PCL 2025 AWS | 895.89 |
| 12 | 06000410500000 RT 85,000 | 00845 BONNEY ST PLAN 1598 LOT 167 LOT 168 RP 1R4813 PART 1 CLSD LANE PT | 6,434.43 |
| 13 | 06001202800000 RT 237,000 | 00010 DONNA DR PLAN H534 LOT 45 | 19,229.52 |
| 14 | 06002404200000 RT 3,200 | 00000 ARDEN ST PLAN H595 PT LOT 1 RP 1R11702 PART 1 | 300.69 |

| | | | |
|----|-------------------------------|-----------------------------------------------------------------------------|-----------|
| 15 | 060026131000000 RT 42,000 | 00334 PITTSBURG AVE PLAN 2539 BLK 8 LOTS 24 & 25 | 2,594.83 |
| 16 | 060035008000000 RT 220,000 | 00802 BASE LINE SEC 33 SW 1/4 PT | 14,747.58 |
| 17 | 060050206100000 RT 91,000 | 00048 MAKI RD KORAH SEC 21 PT SW 1/4 OF THE S/E 1/4 RP 1R12978 PART 1 | 3,707.07 |
| 18 | 06007013998000 RT 39,500 | 00000 BASE LINE SEC 1 NW 1/4 PT RP 1R8198 PART 1 PCL 11850 AWS | 3,299.94 |
| 19 | 06007017400000 RT 6,900 | 00058 VICTORIA ST PLAN 58 LOT 263 LOT 264 | 487.07 |
| 20 | 06007026100000 RT 22,500 | 00035 VICTORIA ST PLAN 58 LOT 377 | 2,201.67 |

169,346.15



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Security Services – Transit Terminal

Purpose

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Security Services for the Transit Terminal for the three (3) year period commencing August 1, 2021 as required by the Transit & Parking Division of the Community Development & Enterprise Services Department. Staff is seeking Council approval of the Evaluation Committee's recommendation

Background

The Request for Proposal was publicly advertised, and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 25, 2021.

Analysis

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

Commissionaires Security Services, Ottawa, ON
G4S Secure Solutions (Canada) Ltd., Sault Ste. Marie, ON
Neptune Security Services, Mississauga, ON
Norpro Security & Investigations, Sault Ste. Marie, ON
North East Regional Security Services Inc., Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of city staff from the Community Development & Enterprise Services Department and Transit & Parking Division - CDES, with oversite by Procurement.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is North East Regional Security Services Inc., Sault Ste. Marie, ON.

Financial Implications

Based on estimated hours that Security Services will be required, the cost for these services will be approximately \$55,999.00 plus HST for the first year and can be accommodated within the Transit & Parking Division's Contracted Services accounts. Firm pricing schedules have been provided for the three years of the

Security Services – Transit Terminal

July 12, 2021

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contract, plus extension for two additional years by mutual consent. The proponent has provided consistent pricing over the term of the agreement, subject only to possible Minimum Wage increases.

Strategic Plan / Policy Impact

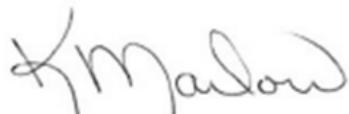
This is an operational matter not articulated in the Corporate Strategic Plan.

Recommendation

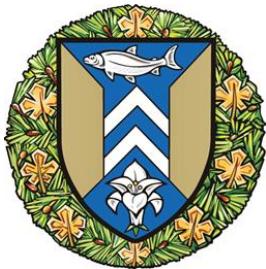
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 07 12 be received and the recommendation that the proposal submitted by North East Regional Security Services Inc. to provide Security Services for the Transit Terminal, as required by the Transit & Parking Division of the Community Development & Enterprise Services Department, be approved. The contract will commence August 1, 2021 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Asset Management Plan – Consulting Engineering

Purpose

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for an Asset Management Plan to comply with the first phase of Regulatory requirements in respect to its core municipal infrastructure assets as per Ontario Regulation 588/17. The work required by July 2022 shall form the basis of the current proposed work program, as required by Public Works and Engineering Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

Background

The Ontario Regulation 588/17 has four key milestones related to the asset management planning process. The City's strategic asset management policy was finalized in June 3, 2019, which addressed the first milestone.

Council Report of March 29, 2021 from Land Development and Environmental Engineer was resolved to proceed with a Request for Proposal for development of the asset management plan related to the City's core infrastructure and related ancillary asset management work. Core assets included in this program as defined by the Regulation shall include Wastewater Assets; Stormwater Management Assets; Roads; and Bridges and Culverts.

The Request for Proposal for the provision of professional services associated with the undertaking of this Project was forwarded to firms on the City's Vendor of Record List, and was publicly advertised. Proposals were required to be submitted for consideration no later than 3:00 p.m. on June 7, 2021.

Analysis

Proposals from two (2) proponents were received prior to the closing date:

AECOM Canada Ltd., Sault Ste. Marie, ON
WSP Canada Inc., Sault Ste. Marie, ON

The Proposals received were evaluated by a committee comprised of staff from Engineering Services and Finance Administration.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is AECOM Canada Ltd. of Sault Ste. Marie, ON.

Financial Implications

AECOM's proposed fee of \$210,000.00 will result in a total expenditure of \$213,696.00 including the non-rebatable portion of HST.

The budget allocation for this first phase of work, has been set at \$350,000.

- the estimated allocation attributable to sanitary works is estimated at \$53,424 to be sourced from the 2021 miscellaneous sanitary capital budget;
- the remainder estimated at \$160,272 be sourced from the miscellaneous resurfacing budget.

The proposal amount can be accommodated from within these allocations.

As previously identified in March 29, 2021 Council Report, the scope of work includes a background information review and gap analysis which is critical to the success of the project. Although every effort was made to include all foreseeable costs in scope, there may be work deemed essential to the success of the project, that may not be readily identifiable prior to the gap analysis being completed. Therefore, any additional requirements that may be identified during the course of the project, will return for approval as may be required.

Strategic Plan / Policy Impact

This Project is linked to the Strategic Plan focus area of Infrastructure, and specifically maintaining existing infrastructure.

Recommendation

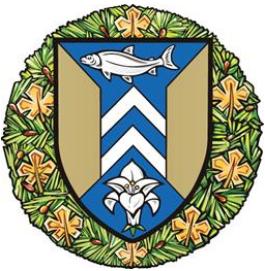
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 07 12 be received and the recommendation that acceptance of the Proposal submitted by AECOM Canada Ltd., for the provision of Asset Management Plan with fees of \$210,000.00 plus HST as outlined in their Proposal as submitted, as required by Public Works and Engineering Services, be approved.

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

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Feasibility Study – STEAM Centre, CDES

Purpose

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the development of a feasibility study and design concept for a new Science Technology, Innovation & Arts (STEAM) Centre to be developed in downtown Sault Ste. Marie, as required by Community Development and Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation

Background

The study will provide a needs assessment and program plan, examination of community needs, market study, and functional design that includes optimal building design (building and equipment) required to serve and support existing and future growth of the community.

Furthermore, the study will include development of site criteria, analysis of site options, architectural conceptual drawings including parking requirements and capital cost estimates.

The study will also include the development of a business case / plan for the operation of the centre including a five-year pro-forma, and assessment of the economic impact of the facility.

The Request for Proposal was publicly advertised, and notification of posting was issued to potential proponents. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 1, 2021.

Analysis

Proposals from two (2) Proponents were received prior to closing deadline:

Bain Smith Consulting
David Ellis Architect Inc. (eDa)

The proposals received have been evaluated by a committee comprised of city staff from Community Development and Enterprise Services (CDES) with oversight by Procurement.

Feasibility Study – STEAM Centre, CDES

July 12, 2021

Page 2.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is David Ellis Architect Inc. (eDa).

Financial Implications

The Professional Fees as proposed (\$88,500.00 plus HST and disbursements) can be accommodated from within FutureSSM's approved 2021 budget allowance of \$335k for consultants, which is supported by FedNor and the City of Sault Ste. Marie.

Strategic Plan / Policy Impact

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

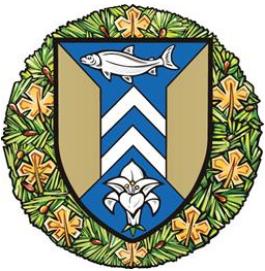
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 07 12 be received and the recommendation that acceptance of the Proposal submitted by dEa for the provision of a Feasibility Study – STEAM Centre, with fees of \$88,500.00 plus HST, disbursements extra, as outlined in their Proposal as submitted, as required by Community Development & Enterprise Services, be approved.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Travis Anderson, Director Tourism & Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: STEAM Centre

Purpose

The purpose of the report is to provide Mayor and Council with an update on efforts by staff to undertake a feasibility study to assess the viability of a Science, Technology, Engineering, Arts, Math (STEAM) & Innovation Centre.

Background

When the community advanced the FutureSSM community planning initiative, action teams were formed to make recommendations across a number of important community development areas. The action teams included Education, Economic Development, Arts and Culture and Social Equity. Each team was tasked with developing a list of action items to be implemented that would form a catalyst for community revitalization.

As staff and the Community Development Round Table (CDR) reviewed the recommendations from each action team, it became apparent that a number of stated needs in the community may be able to be addressed by the creation of a dynamic hub for business and entrepreneurial support services, including services for remote workers, research collaboration, shared arts administration space and STEAM skill development.

Following the recommendations from the FutureSSM action teams, staff conducted research regarding the development of a professionally equipped and operated Science, Technology, Innovation & Arts Centre in downtown Sault Ste. Marie that meets the current and future needs of the community. Furthermore, the Centre would provide the necessary skills development of local residents looking to prepare themselves for the modern and innovative workforce of the future.

Analysis

In 2015, when the concept of FutureSSM was being formed, the Community was facing numerous challenges, including Algoma Steel's third restructuring since 1992, significant layoffs at Tenaris Algoma Tubes, and a strategic review of the

Ontario Lottery & Gaming. At the time a Community Adjustment Committee (AC) was established to develop a community plan that would assess the current state of the community and provide recommendations on a path to prosperity for Sault Ste. Marie.

The core objectives of the Committee was to provide a holistic approach that would kick-start our economy, reduce the reliance on one industry, curb our population decline and youth outmigration and address matters related to cultural vitality and social equity.

Since the publication of the Community Adjust Committee report and the establishment of the FutureSSM team, the community has witnessed more change, this time for the positive. Algoma Steel has re-emerged from bankruptcy protection, we have attracted new diverse employers in Plato Testing and Rolling Pictures Company, we have witnessed some of our lowest unemployment rates in 20 years, our post-secondary institutions are seeing steady enrollment growth and most recently, we have witnessed an increase in new residents to the community.

While these changes have been positive, there is still an urgency to act on the recommendations of the AC report. One of the core recommendations of the AC was that staff continually work to address is the diversification of the local economy and preparing our local workforce for jobs of the future.

Based on the recommendation of the FutureSSM action teams, it was recommended that staff examine the feasibility of developing a STEAM & Innovation centre that would not only assist our community to prepare for the jobs of the future, but also assist with the goal to diversity our economy.

On February 3rd, 2020 an update presentation from FutureSSM was provided to City Council outlining that an RFP was in development to pursue the further exploration of the STEAM Centre concept. Further, on May 25, 2020 Council received a report from staff on community Economic Development Strategy and Covid-19 Recovery which referred to the development of the STEAM Centre concept.

While there was some delay due to the impact of Covid-19 on stakeholder engagement, staff were able to advance stakeholder discussions in 2021.

Based on the input from local stakeholders and an assessment of best practices from other communities, staff has undertaken a request for proposal process for a feasibility study for the development of a STEAM & Innovation Centre. Key focus areas the centre will include:

- Develop research and employment opportunities for recent STEAM graduates
- Facilitate networking and partnerships between Industry, PSI's & SSMIC
- 'Grow our own' innovation companies
- Use labour force pipeline and talent pool development to attract new businesses and industry to SSM.

- Provide an opportunity for youth in the community to learn and engage in STEAM areas of interest.

The purpose of the study is to assess the feasibility of establishing the Centre in the downtown, as well as provide recommendations on programming and the commercial viability of the centre. The consultants will work with local stakeholders to confirm needs, develop a business model, research cost implications for different options and explore options related to the possible location of the STEAM centre,

Based on stakeholder feedback, there is a viable need and concept for a STEAM centre and this study will help to develop a detailed strategy, business plan and location options that can be considered by City Council in the future.

Financial Implications

Staff had previously allocated budget towards this initiative through funding received by FedNor for the FutureSSM project. As such, there is no request to Council for additional funds.

Strategic Plan / Policy Impact

The STEAM & Innovation Centre aligns with Corporate Strategic Plan goals of creating social and economic activity, maximizing economic development & investment and promote grow and support arts and culture.

Furthermore, this initiative aligns with FutureSSM's pillars of Economic Growth and Diversification and Cultural Vitality.

Recommendation

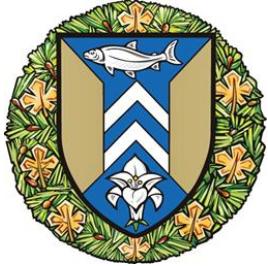
It is therefore recommended that Council take the following action:

Resolved that the report of the Director Tourism & Community Development dated July 12, 2021 be received as information.

A report appears elsewhere on the agenda with a recommendation from Purchasing to select a vendor from the RFP process.

Respectfully submitted,

Travis Anderson
Director Tourism & Community Development
705.989.7915
t.anderson@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT: Community Development and Enterprise Services
RE: Twin Pad Arena Task Force

Purpose

The purpose of this report is to seek Council approval to establish a Twin Pad Task Force to assist in project oversight through the construction process.

Background

On May 31, 2021 City Council received news of a funding contribution from the Province of Ontario, approved the Twin Pad arena project and awarded the tender to Ellis Don.

Prior to that, on March 18, 2019, Council received a report outlining a number of options for the twin pad project and passed a resolution that included the establishment of a steering committee responsible for driving the process and reporting back to Council to provide updates on significant matters.

Analysis

Staff have created an updated Terms of Reference for a Twin Pad Arena Task Force to provide project oversight through to the completion of the facility.

It is proposed the Task Force have the following composition:

- Mayor and Two City Councillors (Councillors Gardi and Shoemaker)
- CAO
- Deputy CAO, CDES (Chair)
- Chief Financial Officer/City Treasurer
- Director, Community Services
- Director, Planning
- Director, Engineering
- Manager, Community Arenas
- Manager, Recreation and Culture
- Manager, Facilities and Maintenance

Twin Pad Arena Task Force

June 25, 2021

Page 2.

A copy of the Terms of Reference of the Task Force is included as Appendix A.

Financial Implications

There are no financial implications to the establishment of the Task Force.

Strategic Plan / Policy Impact

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of July 12, 2021 from the Deputy CAO, Community Development and Enterprise Services concerning the establishment of a Twin Pad Arena Task Force be received and that Council authorize the establishment of the Twin Pad Arena Committee with the Terms of Reference provided.

Respectfully submitted,

Tom Vair

Deputy CAO, Community Development & Enterprise Services

(705)759-5264

t.vair@cityssm.on.ca

Terms of Reference
Twin Pad Arena Taskforce
April 2019
(Update June 2021)

Background

On January 14th, 2019, City Council passed a resolution that:

- Approved the establishment of a steering Taskforce responsible for driving the process and reporting back to Council to provide updates on significant matters
- Authorized staff to proceed in a request for proposal process for “Construction Management Services” and “Architectural and Engineering Services” for a new twin pad arena to be located at 616 Goulais Ave. with a guaranteed maximum price of \$25 million dollars
- Approved City Staff to apply for Infrastructure Funding when available in support of the project.
- Authorized the Finance department to internally fund in the short term the architectural and engineering design services up to \$1.1M in 2019 to advance the project
- Authorized staff to investigate options and costs to decommission the W.J. McMeeken and report back to Council

Subsequent to this, and after an RFP for Construction Management Services, Council approved reverting back to a more traditional design-bid-build model for the arena. On May 31, 2021, City Council approved the award of the tender to Ellis Don and authorized the project to proceed.

Mandate

The Twin Pad Arena Taskforce (TAT) of the City of Sault Ste. Marie has been established to provide reliable and transparent oversight on the following key issues associated with the Twin Pad construction project:

- 1) Ensure the project cost and schedule is well managed - the TAT will examine issues such as whether management processes and controls are well designed and followed, contracts are being managed diligently and financial drawdowns comply with the established process.
- 2) Ensure the Twin Pad is meeting the cost and schedule objectives – the TAT will examine issues such as how schedule performance and forecast compare to the plan, how cost performance and forecast compare with the budget, how cost and schedule forecast compare with current performance and how cash flow forecasts reflect the project’s funding requirements.
- 3) Ensure the cost and schedule risks are being reasonably anticipated and managed – the TAT will examine issues such as whether risks are being

sufficiently identified and addressed and ensure adequate contingency to address outstanding project risks.

The TAT's mandate does not include participation in the management of the project. Oversight of health, safety and environment, quality, and regulatory compliance are specifically excluded from the TAT's scope.

Objectives

The objectives are to provide reliable and transparent oversight on the cost and schedule performance of the Twin Pad Project and to establish a direct and effective communication between the consultants (IDEA), City Administration and Mayor and Council. It is the role of Mayor and Council to communicate directly with the public.

Members

The TAT will consist of the following members:

- Mayor
- Two City Councillors
- CAO
- Deputy CAO, CDES
- Chief Financial Officer/City Treasurer
- Director, Community Services
- Director, Planning
- Director, Engineering
- Manager, Community Arenas
- Manager, Recreation and Culture
- Manager, Facilities and Maintenance

Meetings

Meetings will be chaired by the Deputy CAO, CDES.

The TAT will meet on a schedule to be determined by the TAT in co-operation with the consultants and more frequently if required. Meetings will be minuted by the Office Supervisor of Community Development & Enterprise Services (CDES) or his/her delegate.

Information Requirements

The TAT's information requirements may be summarized as follows:

Cost Information

- a. Baseline budget as developed by consultants in conjunction with City Staff and approved by Mayor and Council.
- b. Cost reporting showing in period and cumulative data for the following: baseline budget changes, cost to complete, final forecast cost, and variance.
- c. Contingency draw log, report of planned vs. consumed contingency.
- d. Contract and work package level cost reporting including: original commitments, change orders, revised commitments and invoiced and incurred to date.

- e. Rolling cash flow – forecast and planned versus actual.
- f. Funding request log for tracking funding draws.
- g. Variance analysis and corrective action for all material cost variances.

Schedule Information

- a. Schedule development and control plan including schedule specification, basis of schedule and assumptions.
- b. Schedule milestone report showing baseline finish, actual/forecast start and finish, variance, % complete, critical and sub-critical path, with further levels of detail available as requested.
- c. Performance report showing performance, trend and forecast where available for program as a whole and each material contract work package.
- d. Variance and analysis and corrective action for all material schedule variances.

Other Information

- a. Standard project progress report (including health and safety, environment, scope & change, cost, schedule, quality, risk and contract reports).
- b. Progress reporting of material sub-contractors.
- c. Project work breakdown structure.
- d. Project policies, plans and procedures.
- e. Project execution and contracting strategies.
- f. Change orders.
- g. Engineering reports.
- h. Notification of award of: material contracts/value of other contracts.
- i. Issues log or other established reports for recording and managing issues.
- j. Other information as the TAT may from time to time require.

Existing Oversight

The City of Sault Ste. Marie will provide significant oversight for this project from inception. There may be additional oversight requirements from the Provincial funding approved for the project.

The consultants will provide contract administration services and the contracted firm (Ellis Don) will be responsible for the day-to-day oversight of the construction of the Twin Pad Arena project. The City of Sault Ste. Marie and the consultants are responsible for determining whether the organizations network of risk management, control and governance processes is adequate and functioning as intended.

Cost, Schedule Performance, Forecasts and Risk Management Oversight

The TAT's role is focused on the project's cost and schedule performance therefore the TAT's mandate includes:

- Are the project costs, schedule and risks well managed?
 - Working with consultants to ensure process and controls are well designed.

- Ensuring adherence to process and controls during the construction of the project.
- Evaluating and recommending diligent contract management.
- Ensuring financial draws comply with established financial procedures.
- Evaluating schedule performance and forecasts adherence to the plan.
- Comparison of cost performance and forecasts compare to project baselines.
- Evaluating cost and schedule forecasts against current performance.
- Evaluating whether cash flow forecasts adequately reflect the project's funding requirements.
- To evaluate whether schedule risks are being reasonably anticipated and managed.
- Evaluate whether risks are being sufficiently identified and addressed.
- Evaluate whether there is adequate contingency in place to address the outstanding project risks.

Reporting Protocol

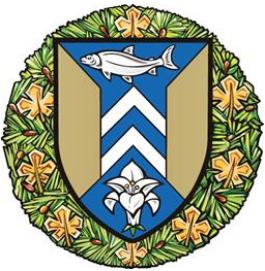
The consultants will provide access to all the information requested by the TAT on a regular basis. The TAT will compare project cost and schedule performance to the capital budget and project schedule. The TAT will align its information requirements with the consultants reporting rhythm.

Twin Pad Arena Taskforce

- Mayor Provenzano
- Councillors Gardi and Shoemaker
- CAO – Malcolm White
- Deputy CAO, CDES (Chair) – Tom Vair
- Chief Financial Officer/City Treasurer- Shelley Schell
- Director, Community Services – Brent Lamming
- Director, Planning – Don McConnell
- Director, Engineering – Don Elliott
- Manager, Community Arenas – Rob Santa Maria
- Manager, Recreation and Culture – Virginia McLeod
- Manager, Facilities and Maintenance – Jason Mihailiuk

Twin Pad Taskforce Construction Work Group

- Deputy CAO, CDES (Chair) – Tom Vair
- Director, Community Services – Brent Lamming
- Director, Engineering – Don Elliott
- Manager, Facilities and Maintenance – Jason Mihailiuk



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Enabling Accessibility Fund – Seniors

PURPOSE

To seek Council approval to apply for the Enabling Accessibility Fund to install an Elevator at the Seniors Centre located at 619 Bay Street to improve overall accessibility for seniors and individuals with mobility challenges.

BACKGROUND

The Enabling Accessibility Fund (EAF) provides funding for projects that make Canadian communities and workplaces more accessible for persons with disabilities. EAF aims to create more opportunities for persons with disabilities to take part in community activities, programs and services, or access employment

There are three (3) different program components in EAF. Each component holds separate calls for funding.

The City is recommending an application under the mid sized project stream. These projects must offer a holistic suite of programs and services that support the inclusion of persons with disabilities in their communities, and the labour market

Contributions can be up to \$3 million per project.

Eligible projects may include:

- creating centres or hubs that offer programming and services for persons with disabilities in their communities
- expanding existing centres or hubs that offer programming and services for persons with disabilities in their communities

Eligible organizations can apply for a minimum of \$350,000 and a maximum of \$1,000,000 (per project). Applications will be received between June 4, 2021 to July 29, 2021 at 5 pm Eastern time. The City share is 35% of total project cost.

<https://www.canada.ca/en/employment-social-development/programs/enabling-accessibility-fund.html>

ANALYSIS

Staff representing Community Services and Planning have met to discuss the opportunity and are recommending the installation as a priority project for the Seniors Centre to aid with removing barriers so individuals can participate in all available programs being offered on each level of the facility.

A letter of support is attached (Appendix A) from the SSM Accessibility Committee which staff would include with the application.

The investment into the Seniors Centre will aid in providing additional access to the second and basement levels where programming is held.

The major benefits with the proposed investments are as follows.

1. Increase accessibility and removal of barriers to all levels of the facility.
2. Access to grant funding to cover approximately 65% of the proposed cost.
3. Funds available to cover the City share of funding from the Seniors reserve.
4. Increases ability to increase participation.
5. Commitment to long-term investment at the Seniors Centre.

Staff have confirmed with Social Services that it is their intent to renew the long-term lease at maturity and that if the City is ineligible to apply as a tenant that the Housing Corporation would apply on the City's behalf being the owner. The City would then direct proceeds to the Housing Corporation to cover the mandatory contribution share.

City staff is recommending applying for the grant as presented.

FINANCIAL IMPLICATIONS

The budget for this project is \$515,000 as confirmed by a third party. The \$180,250 (35%) City cash contribution is proposed to be funded from the Seniors Reserve outside of the capital budgeting process. The request is being recommended by the CFO and CAO in alignment with the Capital Asset Management policy.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2020-2023 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.
- Under Quality of Life area, the action promotes Quality of Life Advantages.

- Community Development & Partnerships, it creates Social and Economic Activity.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report dated July 12, 2021 from the Director, Community Services be received.

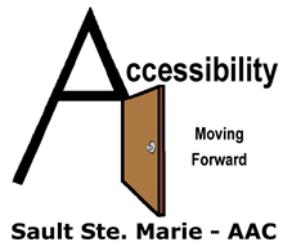
Furthermore, that the following be approved:

1. That the City apply for the Enabling Accessibility Fund in support of investment as presented at the Seniors Centre.
2. That the Seniors reserve be used as the source of funding for the City share outside of the capital budget process.
3. That the share the applicant is responsible for be directed to Social Services Housing Corporation to cover the contribution amount if the Fund directs that the owners must apply”.

Respectfully submitted,

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

APPENDIX A



June 25, 2021

Re: Enabling Accessibility Grant

Sault Ste Marie City Council,

The Accessibility Advisory Committee's (AAC) duty to advise council on matters of accessibility and vision to promote and facilitate a barrier free Sault Ste Marie for citizens of all abilities has lead us to providing this letter of support.

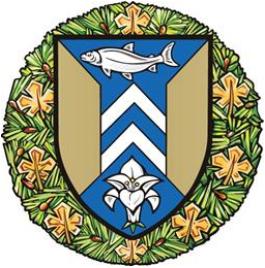
The AAC is pleased to support the City of Sault Ste. Marie's Community Development and Enterprise Services Department – Recreation and Culture division in their application for the Enabling Accessibility grant. Improving access at the Seniors Drop in Centre with the installation of an elevator will enable many to attend programming. Removing this barrier for persons with mobility and endurance disabilities will allow for independent participation in community activities.

Preventing, recognizing and removing barriers in our community is fundamental to our City becoming more inclusive to persons with disabilities.

Sincerely,

Shannon Gowans

Shannon Gowans
Chair, Accessibility Advisory Committee
City of Sault Ste. Marie



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Travis Anderson, Director, Tourism & Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: Amendment to FedNor Funding FutureSSM

Purpose

The purpose of this report is to seek Council's permission to enter into an amendment agreement with FedNor for FutureSSM funding which will allow for an extension of the funding agreement from July 30, 2021 to December 31, 2023.

Background

City Council on July 16 2018, approved By-law 2018-158 by way of the following resolution.

Resolved that By-law 2018-158 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding for the FutureSSM project be passed in open Council this 16th day of July, 2018.

As a result of this agreement, the Ministry of Industry, through FedNor provided funds for to the City for the implementation of a strategic plan (FutureSSM) to attract investment, talent, diversity and put in place an inclusive community structure for decision making to maximize resources and economic outcomes.

The funding agreement for the implementation of the plan was to be concluded by July 30, 2021. However, as a result of unforeseen delays due to the Covid-19 pandemic staff requested an extension of the project. An extension of the funding agreement to December 31, 2023 was approved by FedNor and is included in the attached agreement.

Analysis

Since 2018, the FutureSSM team has worked alongside community members and leaders to fulfill and build upon the recommendations laid out in the Community Adjustment Committee report, A Common Cause and New Direction for Sault Ste. Marie. Recommendations that include building our skilled labour force, addressing social inequities, celebrating our arts & culture, growing our post-secondary our skilled labour force, addressing social inequities, celebrating our arts & culture, advancing Indigenous relationships, revitalizing our downtown and welcoming newcomers.

FutureSSM FedNor Amendment

July 12, 2021

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While the FutureSSM project team continues to implement our community's collective vision to build a great city where people want to visit, live and do business, progress on the project was hindered by the Covid-19 Pandemic. Due to the unforeseen delay in the project, city staff began a dialogue with FedNor staff in 2020 regarding an extension of the project end date. The purpose of the extension was to allow for the continuation of the activities currently underway by the project team and to allow for new projects that were planned for 2020/2021 to be initiated and concluded in a thoughtful and thorough manner.

Projects that were deferred from 2020 and the first half of 2021 include, the development of a cultural tourism strategy, feasibility study for a STEAM & innovation centre, downtown revitalization plans, including, streetscape design & market redevelopment plans & pedestrian wayfinding and finally, the development of an active transportation plan for the City. In addition to the above activities, the project team will also continue its ongoing effort related to new resident attraction, implementation of the GHG reduction plan, supporting social equity initiatives and welcoming newcomers to the community.

The extension of the funding agreement of the FutureSSM Project from July 30, 2021 to December 31, 2023, will provide ample time for staff to complete the above listed projects and produce positive impacts to the community expected both by FedNor and the community alike.

Financial Implications

Staff had previously allocated budget towards this initiative through funding received by FedNor for the FutureSSM project. As such, there is no request to Council for additional funds.

Strategic Plan / Policy Impact

The amended agreement continues to align with the Corporate Strategic Plan, specifically under the focus area – Community Development and Quality of Life.

Furthermore, this initiative aligns with the four pillars of the FutureSSM Project.

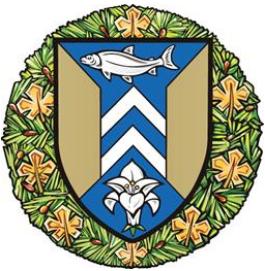
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director Tourism & Community Development, dated July 12, 2021, be received as information and Council approve the required amendment of the agreement attached under By-law 2021-152.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Rick Van Staveren
DEPARTMENT: Community Development and Enterprise Services
RE: Revised Industrial Land Pricing – Leigh's Bay Road and
Yates Industrial Park

Purpose

This report is to recommend new pricing on the Industrial Lands owned by the City located at Leigh's Bay Road and Yates Avenue Industrial Parks and seek Council approval for the same.

Background

In 2001, City Council approved an Industrial Land Development Strategy. This strategy contained a number of recommendations to ensure that sufficient industrial land would be available in the long-term.

As a result of that strategy, the City acquired property from Algoma Steel on Yates Avenue and the south side of Base Line, east of Leigh's Bay Road. The City subsequently extended roads with both water and sanitary services to these properties. The Base Line property (Wood Park Court) is also serviced with rail. Several smaller properties on Yates Avenue have been sold and the flake board plant (now Arauco Flake board) was constructed on the Base Line property in 2004.

Land at both locations has been offered to market at the cost of \$25,000 per acre and was set by Council on 2004 04 26. The price established included the City costs of development of \$878,600, NOHFC monies received for acquisition and servicing of which 50% is recoverable in the amount of \$1,246,950, and an amount to provide for additional servicing costs that may be required.

Analysis

In the 4th quarter of 2020 an analysis was conducted by the SSM Economic Development Manager, through the local Economic Development Corporations in Northern Ontario. Each EDC provided their average price per acre for Industrial lands. A list of cities who participated and the general price per acre for industrial lands follows:

Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park

07/12/2021

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- Sudbury \$125,000 - \$135,000
- Timmins \$40,000 + any costs
- North Bay \$40,000 - \$ 60,000
- Thunder Bay \$70,000 - \$100,000
- Sault Ste Marie \$25,000

In addition to this data a local real estate firm provided a listing of the last five industrial plots recently sold. A point to note is that all of the properties below are in established industrial parks with full city services. The cost per acre on each of these transactions is as follows:

- 8 acres - \$105,000 per acre
- 4 acres - \$ 108,000 per acre
- 1.5 acres - \$ 80,000 per acre
- 1.5 acres - \$115,000 per acre
- 1.6 acres - \$97,000 per acre

Based on the information above, staff is recommending that the price of fully serviced industrial land owned by the City be increased to \$50,000.

Financial Implications

NOHFC provided funding for the purchase and servicing of both the Yates Avenue and Leigh's Bay Road properties in the amount of \$2,493,900 of which 50% is recoverable as a loan. As per the City's agreement with NOHFC, 50% of the net proceeds from the sale of land in these areas will be used to repay the loan. The balance owing as of December 31, 2020 is \$1,103,087.

Currently the City has approximately 30 acres of developable property on Yates Avenue and 50 acres on Leigh's Bay Road, which represents \$2,000,000 in land at the current rate of \$25,000 acre. Staff recommends an increase in the cost per acre to \$50,000 which would increase the total value of the land available to \$4,000,000, which is still well within market rates in the areas studied. Excess funds after selling costs and loan servicing will be transferred into the Property Purchase Reserve as per past practice.

Strategic Plan / Policy 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 Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park, concerning the selling price per acre, be received, and the price per acre on these lands be increased from \$25,000 per acre to \$50,000 per fully serviced acre to better reflect market pricing for similar properties in the market.

Respectfully submitted,

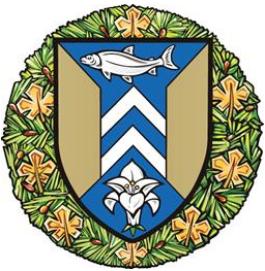
Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park

07/12/2021

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Rick Van Staveren
Director, Economic development
705.759.5428
r.vanstaveren@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Manager of Design and Transportation
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Miscellaneous Paving – Contract 2021-6E

Purpose

The purpose of this report is to obtain approval to award Contract 2021-6E. The work generally consists of supplying all materials, labour and equipment necessary for the resurfacing of McNabb Street from 100 Meters West of Willow Avenue to Pine Street; White Oak Drive from Sackville Road to North Street; North Street from St. Georges to just north of the hill; Wilson Avenue from Strand Avenue to Northern Avenue; reconfiguration of Albert/Gore Street intersection; construction of speed tables on Foxborough Drive and surface treatment of various locations within the City.

Background

At the May 31, 2021 meeting, Council approved the 2021 Miscellaneous Paving/Road Resurfacing Program.

Tenders received via email for Contract 2021-6E were opened Wednesday, June 30, 2021 at the Civic Centre. Present at the opening was Deputy Clerk Madison Zuppa as well as City staff. Results were posted on the City website immediately after.

Analysis

Two (2) tenders were received and were found to be complete and free of errors. The low tender of \$2,224,140.37 (excluding HST) was received from Ellwood Robinson Incorporated. This is well below the 2021 Miscellaneous Paving budget allowance.

At this time, all projects in the 2021 Capital Transportation Program have been tendered with the exception of the Case Road culvert replacement and the MacDonald Avenue storm water management pond. The overall program is currently tracking over budget by approximately \$37,500. Staff will report on the total program cost in the fall of this year.

Financial Implications

In the 2021 miscellaneous construction budget, \$540,000 is available for resurfacing and \$300,000 for surface treatment. There is an allocation in the 2021 Capital Transportation Plan of \$1,932,736 for a total miscellaneous paving/resurfacing budget of \$2,772,736.

When Prince Township costs are removed and non-recoverable HST is added, the cost to complete this project is projected to be \$2,117,145. This is below the \$2,772,736 budget outlined above.

Strategic Plan / Policy Impact

This report is linked to the new infrastructure focus area of the strategic plan.

Recommendation

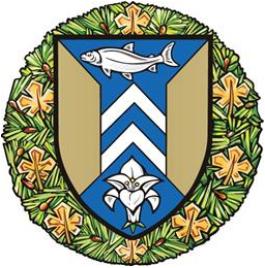
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated July 12, 2021, concerning the Miscellaneous Paving Contract, be received and that the recommendation that Contract 2021-6E be awarded to Ellwood Robinson Incorporated, be approved.

By-law 2021-147 authorizing execution of Contract 2021-6E appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Manager of Design and Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Queen and Spring Street Improvements Consultant Selection

Purpose

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the conceptual streetscape, road and traffic design for downtown road improvements on Queen Street East and Spring Street planned to begin 2023.

Background

The City of Sault Ste. Marie received proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed Queen Street East improvements within the downtown between Gore Street and Pim Street as well as improvements to Spring Street between Queen Street and Foster Drive. The Queen Street work will include the development of a new streetscape plan appropriate for our main downtown street. Spring Street will be transformed into a 'woonerf', a pedestrian focused shared street. This will create a promenade between the downtown and waterfront, connecting Queen Street and the new downtown Plaza with the waterfront walkway, Roberta Bondar Park and marina.

Analysis

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. The City received proposals from the following firms:

- AECOM
- Tulloch Engineering
- Kresin Engineering Corporation

All proposals were reviewed by Engineering, Planning and Purchasing staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Queen and Spring Street Improvements Consultant Selection

July 12, 2021

Page 2

Based on staff's review, it is recommended that this work be awarded to AECOM.

Financial Implications

AECOM's fee estimate included in their proposal submission is \$178,605 excluding HST. This is below the approved budget allowance of \$200K from the FutureSSM project which is supported by FedNor and the City of Sault Ste. Marie. The FedNor grant term has been extended due to COVID to the end of 2023.

Based on the contents of their proposal, the Engineering Division will work with AECOM to develop an engineering agreement that will be brought to Council at a later meeting.

Strategic Plan / Policy Impact

This report is linked to the new infrastructure focus area of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated July 12, 2021 concerning the Queen and Spring Street Improvements consultant selection be received, and that Council authorize entering into an agreement for engineering services with AECOM.

An individual engineering agreement will be brought to Council for approval at a later date.

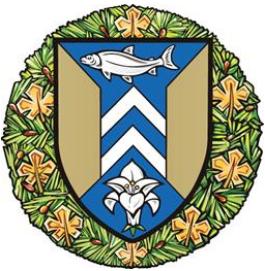
Respectfully submitted,

Carl Rumiel, P. Eng.

Manager of Design and Transportation Engineering

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The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Landfill Operations and Monitoring 2020 – Environmental Monitoring Committee

Purpose

The purpose of this report is to fulfill Condition 6(b) of By-law 2014-215 related to the Landfill Environmental Monitoring Committee (EMC), which requires an annual Council report following the submission of the Landfill Operations and Monitoring reports to the Ministry of the Environment, Conservation and Parks (MECP).

Background

The EMC is the formal point of contact with the public for the landfill operations, as mandated under the Certificate of Approval. The Committee consists of four members of the public, one Councillor, the MECP, and staff. The Committee was originally established under By-law 89-174, which was repealed and replaced through By-law 2004-215.

The report will summarize the conclusions and recommendations of the annual 2020 operations and monitoring reports. The reports include but are not limited to, waste quantities and site capacity, leachate collection system information, and monitoring details related to ground water quality, surface water quality, and methane gas. Copies are available in the Engineering Department if any Councillor wishes to review them.

Analysis

Site Development and Operations Report 2020 Municipal Landfill Waste Quantities and Site Capacity

Approximately 62,274 tonnes of waste was received at the landfill in 2020. Of this value 74% was landfilled, and 22% was used as cover or stockpiled for future use, and 4% was diverted. Based on the 5-year average disposal rate, there is capacity for approximately 6.1 years. An Environmental Assessment is ongoing to address long term waste management requirements, which includes a proposed expansion of the landfill disposal area to the north and west. The proposal also includes landfill mining, and a liner under a portion of the site to enhance environmental management.

Leachate Collection System

A leachate collection system has been operating at the landfill since 1992. It consists of a gravity collection system along the south boundary and a purge well system on the western boundary. As part of the 2006 Canon Creek relocation project, the gravity leachate collector system was expanded along the old creek alignment in the southeast corner. The system is designed to intercept leachate before it leaves the site and divert it for treatment.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation of the wells. Presently, there are nine purge wells in operation. The system continues to be maintained, operated, and monitored with vigilance, and remains effective, however, it has limitations.

In 2008 a contaminant attenuation zone (CAZ) was approved through the MECP. While the CAZ doesn't expand the landfill footprint, it moved the compliance boundary westerly.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six passive flares in 2007. Due to a landfill gas regulation that was implemented in 2008, an active landfill gas system was constructed to meet the new requirements. The system was operational in 2010.

Ten (10) odour complaints were received in 2020. It is believed that the landfill gas system has been effective in mitigating off-site odours, however, as disposal quantities decline, sludge disposal becomes more challenging. The proposed biosolids management facility is suspected to have a positive impact on odours.

Municipal Landfill Site Monitoring Report 2020

The monitoring report provides the results of the groundwater, surface water and landfill gas monitoring program, with the purpose of:

- Monitoring the quality of groundwater and surface water;
- Assessing the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establishing whether concentrations of targeted chemical parameters in the groundwater and surface water exceed MECP criteria;
- Predicting future movement of contaminants and compliance; and
- Ensuring safety within the buildings at the site as it relates to landfill gas.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off the site in the vicinity of the landfill. The program for 2020 consisted of 40 wells, and one maintenance hole.

Landfill Operations and Monitoring

July 12, 2021

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Engineered controls and natural attenuation processes including dilution are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. In 2020 the water quality in most of the western wells have generally improved or levelled off when comparing historical data to recent data. The contaminant attenuation zone established in 2009 in the area near the hydro corridor west of the landfill, assists with impacts related to a relatively narrow plume. The purge well system continues to be effective but has limitations. An additional purge well is planned for potential use when existing wells are out of service due to maintenance.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. Surface water is sampled and analyzed at five locations, which are upstream, adjacent to and downstream of the site. The locations are sampled five times per year and results are compared to Provincial Water Quality Objectives. Generally, consistent results have been shown at two upstream locations. Water quality has been variable at some of the other sampling locations. Generally, surface water conditions have improved since 2007, as a result of the Canon Creek location.

Methane Gas

Since 2008, methane gas concentrations have been in the flammable range at one of the methane gas monitors. The monitor is located east of the Maintenance Building. A methane mitigation project was completed in 2010. The system was installed in order to monitor indoor air quality, control ventilation and provide warning if there is a problem. Signage is in place as an additional mitigative measure.

Financial Implications

There is no financial impact.

Strategic Plan / Policy Impact

This report is linked to the maintaining existing infrastructure component of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated July 12, 2021 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Landfill Operations and Monitoring

July 12, 2021

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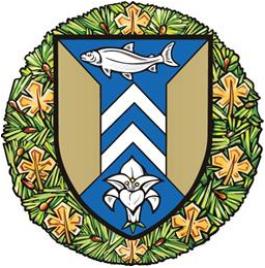
Respectfully submitted,

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

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The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

Freddie Pozzebon, Chief Building Official

Susan Hamilton-Beach, Director of Public Works

DEPARTMENT: Legal Department

RE: Shopping Carts

Purpose

The purpose of this report is to respond to the following Resolution passed by City Council on November 4, 2019:

Whereas the issue of shopping carts is frequently raised as a nuisance in those areas of Sault Ste. Marie where large retail stores are located; and

Whereas it is common for shoppers to leave various retail stores with their shopping carts to facilitate their bringing home of groceries or other goods; and

Whereas most often, shopping carts that leave a retail store's property are left abandoned on sidewalks, boulevards or paths throughout the City; and

Whereas many retail stores use local services to retrieve and recover shopping carts that are abandoned throughout the City; and

Whereas certain retail stores do not use local services to retrieve their shopping carts, allowing them to become a neighbourhood nuisance, and requiring taxpayer funded Public Works employees to attend at various areas throughout the City to retrieve and dispose of the abandoned shopping carts;

Whereas it is a civic responsibility of all businesses and residents in the City of Sault Ste. Marie to maintain the property standards and beauty of our City;

Now Therefore Be It Resolved that the Legal Department and the Public Works Department and Building Division be requested to bring forward to City Council for its consideration a draft by-law that would require retailers that use shopping

Shopping Carts

July 12, 2021

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carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries;

Further Be It Resolved that the draft by-law ensures enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan.

Background

On May 31, 2021, Council considered a draft By-law for the regulation and management of shopping carts within the City of Sault Ste. Marie. During that meeting, Council directed that any enforcement against private property owners be removed from the by-law. Further, Council expressed a desire for timelines to be accelerated for the enforcement of shopping carts found outside of the business area they are to service.

In accordance with Council's direction, Legal, Public Works and Building staff have worked together to draft and present By-law 2021-146 (the "Shopping Cart By-law") for Council's consideration.

Analysis

1. OVERVIEW OF SHOPPING CART BY-LAW

The Shopping Cart By-law sets out a comprehensive system for the regulation of shopping carts on any land within the City of Sault Ste. Marie. Specifically, the Shopping Cart By-law has the following components:

(a) Shopping Cart Management System

Every "Business Owner", defined as a "Person" who provides shopping carts in connection with their business is required to develop and file with the City's Director of Public Works and Engineering Services or his/her designate (the "Director") a Shopping Cart Management System (the "System") that includes the particulars of the Business Owner's operation and the following:

- (i) the full particulars and details of the System;
- (ii) the full particulars including timelines of how the Business Owner shall retrieve and return any abandoned shopping carts outside of the Owner's Premises;
- (iii) a general description of the Business Owner's shopping carts including easily identifiable features (ie. colour, Business Owner's name);
- (iv) the contact person and necessary contact information for the Business Owner; and
- (iv) any other information that the Director may request.

The proposed System will then be reviewed by the Director and must be to the Director's satisfaction. Once approved by the Director, the Owner is required to

adhere to and comply with their approved System. Failing to adhere to an approved System is considered an offence and charges may be laid. Further, if the Director subsequently determines that an approved System is no longer satisfactory, the Director shall give notice to the Business Owner who shall in turn be required to submit a new System for review and approval.

(b) *Prohibitions*

The Shopping Cart By-law then sets out various prohibitions, specifically that:

- (i) no Business Owner shall allow or permit the removal of a shopping cart from the Business Owner's premises;
- (ii) no Business Owner shall allow or permit a shopping cart owned or used by their business to be abandoned on any property (City or private) outside of the Business Owner's premises; and
- (iii) no person shall remove a shopping cart from a Business Owner's premises and/or otherwise place, leave, deposit or stop a shopping cart on any property outside of the Business Owner's premises.

Pursuant to Section 30 of the Shopping Cart By-law, any person who contravenes a provision of this By-law is guilty of an offence and charges may be laid.

(c) *Enforcement*

The Shopping Cart By-law provides various enforcement tools in the event of noncompliance. It will be enforced by the Director and his/her designates, the Chief Building Official and his/her designates, and at times an authorized agent of the City. Enforcement will proceed in one of two paths, depending on if the shopping cart is on City Property/Highway or Private Property/Other Land in the City of Sault Ste. Marie.

(i) *City Property/Highway*

Pursuant to Section 18 of the Shopping Cart By-law, if a shopping cart is discovered on any City Property or a Highway:

- a. the Director and/or Chief Building Official or an authorized agent of the City may collect, remove and dispose of same; or
- b. the Chief Building Official may provide written notice to the Business Owner advising of the breach of this By-law and requiring the Business Owner to collect same by a date and time specified in the notice.

The options provide City Staff with the flexibility to determine the best course of action in the circumstances. For example, if there are any liability/risk issues, or a

Shopping Carts

July 12, 2021

Page 4.

potential impact to City Services, Option 1 would be pursued and City Staff would remove and dispose of the cart. If City Staff pursue Option 2 above, the Building Division will proceed with enforcement in the same manner as it does with a "Dirty Yards" situation. If the Business Owner fails to comply with the terms of the written notice, the Chief Building Official or an authorized agent of the City may collect and remove the cart at the expense of the Business Owner.

With respect to accelerating the timelines for enforcement, the By-law does not provide a timetable but rather leaves the notice period for the discretion of the Chief Building Official to set in notice letters, etc. Staff support and recommend that the Chief Building Official proceed operationally with the same timelines for the enforcement of this Shopping Cart By-law as it does for Dirty Yards for various reasons. First, a business that provided input on the Shopping Cart By-law expressed their concern about using the typical 10 day timeline as done in Dirty yards when dealing with Shopping Cart notices. The business advised that they already experience great challenges arranging for the collection of carts in such short timeframes. It is expected that businesses would express great concerns if the timelines were shortened even further. Second, shopping carts are similar to a dirty yard situation and it would be unfair to impose shorter timelines to retrieve and deal with shopping carts than it imposes with dirty yards, which often times have extensive issues on site. Third, if matters proceed to Court then a Court will consider whether a reasonable timeline has been provided to a business to receive a notice and act on same. Shortening the timelines further may result in challenges to a charge where a business may argue that it has not be afforded reasonable notice and an opportunity to respond, especially when they have already adhered to other requirements of the By-law, including having a shopping cart management system in place and an unknown individual leaves its premises with a shopping cart.

The costs incurred by the City to collect, remove and dispose of any carts left on City Property or a Highway along with any administrative fees in pursuing either Option 1 or Option 2 above shall be due and payable by the Business Owner and added to their respective tax roll. The City may then collect those costs in the same manner as municipal taxes pursuant to Section 398 of the Municipal Act, 2001, as amended.

(ii) *Private Property or Any other Land*

Section 22 of the Shopping Cart By-law provides the Chief Building Official or an authorized agent of the City to enter onto Private Property or any other land within the City to inspect same to determine compliance with this By-law. Upon discovery of a shopping cart on Private Property or any other land within the City, aside from City Property or a Highway, the Chief Building Official may provide written notice to the Business Owner of the abandoned Shopping Cart.

The written notice shall advise the Business Owner of the breach of this By-law and require the collection/removal of the cart to achieve compliance. Again, the Building Division will proceed with enforcement in the same manner as it does with a "Dirty Yards" situation. If the Business Owner fails to comply with the terms of the written notice, the Chief Building Official or an authorized agent of the City may collect and remove the cart at their expense. Also, in this case, the costs incurred by the City to collect, remove and dispose of any carts left on Private Property/Land within the City, along with any administrative fees shall be due and payable by the Business Owner and added to their respective tax rolls. As in the previous case, the City may collect these costs in the same manner as municipal taxes.

(d) Offences and Penalties

In conjunction with the enforcement tools set out above, Section 28 of the Shopping Cart By-law provides that the City may also proceed with a prosecution of a Business Owner and/or a Person for a breach of the terms of this By-law. Section 30 of the Shopping Cart By-law provides that any person who contravenes a provision of this By-law is guilty of an offence and upon conviction shall be liable to a penalty of not more than \$5,000.00 for each offence.

Further, each day that an "offence" is committed or permitted to continue constitutes a "separate" offence. Finally, given Section 31 of the Shopping Cart By-law, a Court may also issue an Order that prohibits a person from continuing or repeating the offence. If a person fails to comply with such an Order, that individual would then be breaching a Court Order.

2. RELEVANT CONSIDERATIONS

City staff expects that most retailers and grocery stores will comply. Certainly the desire is for a Business Owner to establish a System that foremost controls and eliminates the removal of Shopping Carts from the Business Owner's premises and further, that facilitates the pickup of any abandoned Shopping Carts that are left on property outside of the Business Owner's Premises.

City staff have canvassed other municipalities who have passed by-laws regulating shopping carts within their respective jurisdictions. These municipalities (ie. Ottawa, Guelph, Markham and Mississauga) charge collection and storage fees for each cart collected and also provide the opportunity for the prosecution of persons found to be noncompliant with their respective by-laws. Markham also provides for the return of carts collected to a business.

City staff have considered the option of storage and retrieval, and do not recommend same. Storage would be outdoor which presents practical challenges to the storage of the carts themselves especially given the winter climate experienced in Sault Ste. Marie, along with the significant resources that would be necessary to maintain, categorize and permit the retrieval of carts. Also, the City

Shopping Carts

July 12, 2021

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would be responsible for the care/condition of the carts while storing same which creates other challenges and issues. Staff also do not recommend that the City take on the role of collecting/returning of carts to a business. As set out in the Resolution, taxpayer funds should not be expended on such matters given that most businesses do comply and the goal is to ensure that a Business Owner creates a System for the management of its own shopping carts/retrieval of same.

The Shopping Cart By-law will necessarily result in the City incurring costs and expending staff resources to deal with the review/approval of a System for each business that uses shopping carts and to deal with the collection, storage, administration and management (including notices, enforcement, prosecutions, etc.) of the Shopping Cart By-law. Given same, the By-law allows the City to recoup the costs associated with the collection, removal and disposal of shopping carts, along with any administrative fees and is consistent with how the City already handles "Dirty Yards" pursuant to By-law 2012-10. Businesses are also afforded the opportunity to respond and retrieve their carts if they are abandoned outside of their premises unless of course they pose liability or operational risks.

In terms of the effective date of this By-law, City staff recommend that the Shopping Cart By-law be made effective September 7th, 2021 rather than on its passing. This shall provide Business Owners with time to achieve compliance with this By-law, including developing and filing a System with the Director and making their Shopping Carts identifiable. Business Owners can also attend to the retrieval of their carts outside of their business premises if same is applicable.

Financial Implications

Currently, Public Works Operational staff collect problematic carts and ultimately dispose of such at the expense of the taxpayer. Hundreds of carts are typically retrieved in the winter season given the liability created with the interference of maintenance equipment. It is anticipated that this effort will be reduced and thus the expense to the taxpayer minimized as compliance increases. Following the implementation of the by-law - in most non-compliance cases and in response to complaints it is anticipated that the use of the Building Division's enforcement tools (which will be charged to the offender in the manner outlined above) shall also minimize the expense to taxpayers.

It is recommended that a review of the success of the by-law and the financial burden to the taxpayer can be quantified and reported back to Council following one year of its implementation.

Strategic Plan / Policy Impact

Addressing the issue of abandoned shopping carts is related to the maintenance of existing infrastructure and also impacts the quality of life component of the Corporate Strategic Plan.

Shopping Carts

July 12, 2021

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Recommendation

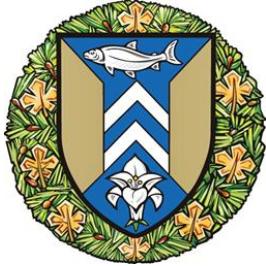
It is therefore recommended that Council take the following action:

By-law 2021-146, being a By-law to prevent and control the abandonment of shopping carts on City Property, Highways or any land within the City of Sault Ste. Marie outside of an Owner's Premises and to authorize the disposal by the City of abandoned Shopping Carts appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Melanie Borowicz-Sibenik Assistant City Solicitor/ Senior Litigation Counsel 705.759.5403 m.borowiczsibenik@cityssm.on.ca | Freddie Pozzebon Chief Building Official 705.759.7151 f.pozzebon@cityssm.on.ca | Susan Hamilton-Beach Director of Public Works 705.759.5207 s.hamiltonbeach@cityssm.on.ca |
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The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Dennis Street Terminal Update

PURPOSE

To provide Council further information related to the Transit Terminal project including costing information on the renovation and new build options at the current Dennis Street terminal site.

BACKGROUND

On June 14, 2021, City Council received a presentation and report related to the EA process examining the potential to relocate the Dennis Street transit terminal. The staff report, consultant presentation and report, along with the supporting materials from the June 14th Council meeting, are included as Appendices A-E.

The City of Sault Ste. Marie initiated a Class Environmental Assessment (EA) to evaluate the potential of relocation of the downtown bus terminal recognizing the shortcomings of the existing Dennis Street Transit Terminal and anticipated operational and cost saving benefits of relocating the terminal to the transit facility at 111 Huron Street.

At the June 14th meeting, Council passed the following resolution:

Resolved that the Dennis Street Terminal Relocation be referred to staff to research and report back with additional information regarding the feasibility of constructing a new terminal at the existing Dennis Street and Queen Street East site, including potential costs and long-term operational implications.

On June 28th, City Council also received a report from the CAO, which provided further information related to the referral motion (Appendix F). As outlined in the staff report accompanying the Environmental Assessment (EA) report, the potential relocation of the transit terminal to 111 Huron Street has been before Council a number of times in the past few years, specifically through approval of

Dennis Street Terminal Update

July 12, 2021

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ICIP transit funding proposals and the approvals required for the present EA process. The chart below provides further background on the process to date:

Table 1 – Background Timeline for Transit Terminal Relocation

| Council Date | Agenda Item | Decision Point | Comments |
|--------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Jun 17, 2017 | Feasibility Study – Potential Transit Operations Integration at Public Works | Report by Susan Hamilton Beach on June 26, 2017, which outlined staff's recommendation not to proceed with an integrated facility. This was based on the estimated costs of the project being significant (approximately \$36M and \$60M) and not realistically capable of being funded by the City despite a potential contribution by funders (PTIF). It was recommended that the addition/renovation at each of the separate facilities be pursued. | Report received as information |
| Apr 9, 2018 | Transit Route Optimization | Transit Consulting Network presentation - Wally Beck and Optimization Study Report (dated March 12, 2018) | Under 4.1.4.3 - One option identified was Provide a bus terminal/ transfer location at the Transit Centre located at 111 Huron Street |
| Apr 9, 2018 | Transit Relocation-Feasibility Study (Tulloch) | Request staff develop a plan for Council approval to utilize Public Transit Infrastructure Funding for priority Transit needs that does not include re-opening the environmental assessment for an integrated Transit and Public Works and Transportation facility; Further, that staff review the study results and the Asset Management Plan for the Public Works facility and determine the needs and timing for identified projects. | Plan prepared & provided to council on May 21, 2019 |
| May 21, 2019 | ICIP Transit | Council approval required for 2019-2021 initial ICIP Transit Stream submission | Approved - Terminal relocation was included in year 2021 |
| Jun 29, 2020 | Dennis St. Relocation Report - Public Consultation | Consultant be retained to administer a public consultation once City facilities are reopened. Should a public open house not occur by August 31, 2020 due to COVID-19 restrictions, staff may conduct consultation using a digital option following the Environmental Assessment process | Approved |
| Sep 14, 2020 | RFP Engineering Consulting Services- EA Relocation Downtown Terminal | Purchasing Report to Council Recommending Tulloch to conduct EA process and design concept | Tulloch Engineering Inc. approved to conduct EA process |
| Dec 7, 2020 | 2021 Budget Deliberation | Approve ICIP submitted projects for 20221 Budget Process | Terminal Relocation included and approved |
| Jun 14, 2021 | Dennis Street Terminal Relocation | EA Consultation Results and Recommendation (Two digital open houses held Wednesday Jan 13, 2021 and Tuesday Jan 19, 2021) | Tulloch and staff recommend to approve & proceed to construction drawings and tendering |

The 111 Huron St. Transit maintenance facility location was identified as a viable option to relocate the Dennis St. Terminal in the 2018 Route Optimization Study completed by the Transit Consulting Network. In addition, the City also explored City owned properties as well as on street parking along Queen St. and Bay St. that were determined not to be viable as part of the EA process. The former Tour Train station was not explored as an option as City staff were informed that the owner of the mall had plans for this location.

ANALYSIS

In order to respond to the referral motion request and provide further information to Council, the following information is provided for Council consideration:

Construction Options Cost Estimates

Tulloch Engineering Inc. has provided three (3) class D cost estimates noted in summary tables below (Appendix G Letter received). It should be noted, these are high-level estimates appropriate at this stage of the process. Depending on the direction provided by Council, the next step would be to advance the process to obtain architectural services and definitive quotes on the construction project.

The three options include:

1. Renovate 111 Huron Street
2. New Terminal on the Existing Terminal Site
3. Renovate the Existing Terminal

1. Renovate 111 Huron Street - \$2.16 Million

This would provide renovations to 4,200 square feet of space providing a terminal area within the current 111 Huron Street transit building and building modifications for a new terminal entry. New universal washrooms will be constructed along with an expansion to accommodate the current administration area (1,900 sq. ft.).

The planned renovations would provide:

- 1) Flexibility to reconfigure-expand 4,220 sq. ft. of space.
 - o Increased patron seating/standing area
 - o Fully accessible washrooms
 - o New canteen and kiosk (public information area)
 - o Newly renovated office space
- 2) AODA compliant access from bus bays to terminal
- 3) New sidewalk and exterior canopy
- 4) Site lighting and security features (cameras)
- 5) Sound attenuation fence
- 6) New access control gate to maintenance area

As a result of this change, there will be an expanded lounge area for patrons versus the existing space at Dennis Street as well as consolidating drivers lounge and

Dennis Street Terminal Update

July 12, 2021

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washroom facilities to one location (driver facilities exist in both the Dennis Street terminal and 111 Huron facility currently).

| COST ESTIMATE (CLASS D) | | | | |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------|----------------|
| NEW RENOVATIONS IN EXISTING BUS MTCE. BUILDING - OPTION 1 | |  | | |
| ITEM | RENOVATE EXISTING BUS MTCE. BUILDING TO ACCOMMODATE BUS TERMINAL | BUDGET COST | Updated | June 2021 |
| 1.0 | GENERAL REQUIREMENTS (INSURANCE, BONDING) | \$30,000 | | |
| 1.1 | CONTRACTOR MOBILIZATION/DEMOBILIZATION | \$45,000 | | |
| 1.2 | RENOVATE EX. BUILDING TO ACCOMMODATE ADMIN AREA - 1,950 sq. ft. @\$205/SF | \$399,750 | | |
| 1.3 | RENOVATE EX. ADMINISTRATION AREA - 4,200 sq. ft. @\$205/SF | \$861,000 | | |
| 1.4 | BUILDING MODIFICATION FOR NEW TERMINAL ENTRY AND RELOCATED BUS ENTRANCE DOOR | \$50,000 | | |
| 1.5 | UNIVERSAL WASHROOM ALLOWANCE (2) | \$40,000 | | |
| 1.6 | EXTERIOR SURFACE WORKS AND UNDERGROUND INFRASTRUCTURE | \$365,000 | | |
| | | | | |
| | | SUB-TOTAL | \$1,790,750 | |
| | CONTINGENCY (10%) | | \$179,075 | |
| | DESIGN FEES (10%) | | \$179,075 | |
| | BUILDING PERMIT (1%) | | \$17,908 | |
| | | TOTAL | \$2,166,808 | (EXCLUDES HST) |
| NOTES: | COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH POTENTIAL ABATEMENT OF DESIGNATED SUBSTANCES. COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH POTENTIAL STRUCTURAL UPDATES IF REQUIRED. COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH FURNITURE, FIXTURES OR EQUIPMENT COST ESTIMATE REFLECTS INCREASE IN RENOVATION COSTS FROM \$175/sq.ft TO \$205/sq.ft | | | |

2. New Terminal on the Existing Terminal Site - \$2.33M

This would provide for a new 3,300 Sq. Ft. building at the current Dennis St. location at \$2.33 million broken down as follows.

Dennis Street Terminal Update

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| COST ESTIMATE (CLASS "D") | |  |  |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| STAND ALONE BUS TERMINAL BUILDING - OPTIONS 2 | | | |
| ITEM | NEW 3,300 SQ. FT. BUS TERMINAL BUILDING | BUDGET COST | June 2021 |
| 1.0 | GENERAL REQUIREMENTS (INSURANCE, BONDING) | \$30,000 | |
| 1.1 | CONTRACTOR MOBILIZATION/DEMOBILIZATION | \$20,000 | |
| 1.2 | NEW TERMINAL CONSTRUCTION (EXCLUDES SITE DEVELOPMENT) | \$1,072,500 | |
| 1.3 | UNIVERSAL WASHROOM INCREASE | \$20,000 | |
| 1.4 | EXTERIOR SURFACE WORKS, SECURITY AND UNDERGROUND INFRASTRUCTURE | \$460,000 | |
| 1.5 | DEMO. EX. BUILDING | \$205,000 | |
| | | SUB-TOTAL | \$1,807,500 |
| | CONTINGENCY (10%) | \$180,750 | |
| | DESIGN FEES (18%) *Includes Schedule B EA | \$325,350 | |
| | BUILDING PERMIT (1%) | \$18,075 | |
| | | TOTAL | \$2,331,675 (EXCLUDES HST) |
| NOTES: | COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH POTENTIAL ABATEMENT OF DESIGNATED SUBSTANCES. | | |
| | COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH FURNITURE, FIXTURES OR EQUIPMENT | | |

With the new build option, it will result in a reduction of approximately 75% of the parking spaces (18 down from 70 at present). A variance approval for Parking would be required to accommodate GFL Memorial Gardens requirements. This is all dependant on site and traffic flow analysis.

3. Renovation the existing Terminal - \$972,720

An estimate for a renovation of existing Terminal space is \$972,720. This would take place within the existing building footprint and compresses the existing seating/standing patron area by at least 100 sq. ft. to accommodate the new expanded accessible washrooms.

| COST ESTIMATE (CLASS "D") | | | |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------|
| RENOVATE EXISTING DENNIS STREET BUS TERMINAL - OPTION 3 | | TULLOCH ENGINEERING |  |
| ITEM | RENOVATE EX. 3,000 SF. TERMINAL BUILDING | BUDGET COST | Updated June 2021 |
| 1.0 | GENERAL REQUIREMENTS (INSURANCE, BONDING) | \$15,000 | |
| 1.1 | CONTRACTOR MOBILIZATION/DEMOBILIZATION | \$45,000 | |
| 1.2 | INTERIOR RENOVATION - 3,000 sq.ft. area @\$205/SF | \$615,000 | |
| 1.3 | UNIVERSAL WASHROOM INCREASE | \$32,000 | |
| 1.4 | EXTERIOR SURFACE WORKS AND UNDERGROUND INFRASTRUCTURE | \$65,000 | |
| | | SUB-TOTAL | \$772,000 |
| | CONTINGENCY (10%) | | \$77,200 |
| | DESIGN FEES (15%) | | \$115,800 |
| | BUILDING PERMIT (1%) | | \$7,720 |
| | | TOTAL | \$972,720 (EXCLUDES HST) |
| NOTES: | COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH POTENTIAL ABATEMENT OF DESIGNATED SUBSTANCES. COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH POTENTIAL STRUCTURAL UPGRADES IF REQUIRED. COST ESTIMATE DOES NOT INCLUDE ANY COSTS ASSOCIATED WITH FURNITURE, FIXTURES OR EQUIPMENT COST ESTIMATE REFLECTS INCREASE IN RENOVATION COSTS FROM \$175/sq.ft TO \$205/sq.ft | | |

For both the new build and renovation options at the current site, they would address accessibility issues as well as building condition concerns. Although improvements will be realized with the new build option, congestion will remain for buses and pedestrians. The renovation option does not increase the bus lay-by area and as noted reduces rider seating within the terminal as well as operational efficiencies.

If the renovation option is approved a temporary terminal would be required by riders. This could be accommodated by bringing in a temporary structure onsite or alternatively explore using the GFL Memorial Gardens Arena.

However, the following benefits that were noted in the reports to Council on June 14, 2021 with relocating to 111 Huron St. would not be able to be achieved.

Lost Opportunity

1. To combine Management oversight into one location to improve safety for staff and riders as well as improve communication.
2. To have maintenance staff onsite to address items as buses arrive at terminal for transfer.
3. To save \$67,000 in annual fuel-travel time savings.
4. To save \$105,000 annually in expenditures for capital building requirements and ongoing maintenance.
5. Future electric charging at one location

Over the estimated life cycle of the asset (25 years), the annual savings would amount to approximately \$3,027,000 and would be forgone (calculation below). This also takes into consideration the longer-term goal of converting half of the fleet to electric by 2026 (ordered) and fuel consumption savings.

Calculation of savings over useful life of asset

- \$105,000 annually * 25 years = \$2,625,000
- \$67,000 in fuel-travel savings * 6 years before electric conversion = \$402,000 (conservative figure given there will still be diesel units in service)
- Total = \$3,027,000

Public Consultation

As mentioned to Council in the June 14th report, the relocation of the Dennis Street bus terminal to 111 Huron involves a Schedule A+ EA process. These projects are exempt from Part II of the EA Act, however, the public is to be advised prior to the project implementation. The manner in which the public is advised is to be determined by the proponent.

Two virtual consultation sessions were held with the public. Details of these consultation sessions and follow up contact is provided in Appendix C.

City staff also met with BIA representatives on February 11, 2021 and subsequently provided an information sheet to the BIA to accompany the survey that the BIA was conducting.

Staff also asked the consultant to take a further step to obtain input from transit riders by conducting a survey with transit users at the Dennis Street terminal.

Following the June 14th Council meeting, City staff also reached out to the businesses that were listed against as being opposed to the in a submission provided to Council. The purpose of this outreach was to better understand the concerns of the businesses and ensure the rationale and anticipated impacts were discussed. This exercise was completed to ensure all business voices were heard that were not able to participate at one (1) of the two (2) consultation sessions. In the submission provided to Council there was no detail provided as to who was speaking on behalf of the business and what the concerns were.

The themes that were communicated back by the business owners who staff were able to connect with were as follows:

1. Concern expressed of “another thing leaving the Downtown” often cited with the PUC offices and the Sault Area Hospital.

Dennis Street Terminal Update

July 12, 2021

Page 8.

2. They do not want to see an empty building should the terminal relocate and there was concern with what would be done with the current property should City Council approve the move to 111 Huron Street.
3. That they recognize the challenges with the present location and understand why the City would recommend the 111 Huron St. location to consolidate everything under one roof.
4. That there is convenience for riders to walk from the Terminal to their business.
5. The majority of those contacts were against the move for the reasons stated above. A few stated they were neutral on the topic and others indicated they were more on the fence after being provided with the benefits of the move.

The cost related to the Schedule A+ EA for the proposed relocation to 111 Huron Street amounts to \$41,000 to date. If an alternative site is to be explored it is anticipated an additional \$30,000 in EA fees is required which would need Council approval.

Environmental Mitigation Recommendations

Within the Bus Transfer Terminal Relocation Feasibility Study, a number of environmental mitigation recommendations were made by the consultant. A summary table is provided below of these recommendations. Staff are in support of these recommendations and, with Council approval, will work towards their completion.

| Environmental Mitigation Recommendations | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item | Accept | Pending | Reject | Comment |
| 1. Initiate a public information campaign educating transit users of the upcoming Sault College Transfer hub. | ✓ | | | Media campaign launched April 6, 2021. Launch date April 19, 2021 |
| 2. Maximize the number and/or maintain the existing bus routes to the greatest extent feasible within the immediate area of the existing Dennis Street terminal. | ✓ | | | Ongoing |
| 3. Initiate a study to explore options for the divestiture or reuse of the existing Terminal site. | | | ✓ | The Dennis St. Terminal would remain in use until relocated terminal is operational if Council supports. Staff would come back to Council with options such as as but not limited to leasing the space and additional parking to name a few. |
| 4. Install passenger counters on each bus to provide key data as to where passengers are getting on and off the bus. The routes should be reviewed and adjusted accordingly utilizing the usage information per stop to improve service delivery to Transit users. | ✓ | | | Will implement summer 2021. Council approved as part of 2021 budget |
| 5. Install a bus stop and shelter on Queen Street adjacent to the existing terminal. | ✓ | | | Will complete |
| 6. Extend the available time patrons of Sault Greyhound games can wait within the heated area of the GFL Center lobby after games. | ✓ | | | Will complete |
| 7. Review the location of bus stops on Queen Street west of Bruce Street and relocate as deemed appropriate to maintain service levels. | ✓ | | | Ongoing |
| 8. Install a noise attenuation barrier along the south property line east of the Algoma Steel property at 111 Huron Street. | | | ✓ | Will investigate options |
| 9. Initiate a Class EA for improvements to the Huron Street and Bay Street intersection. | | | ✓ | Will need to coordinate with a work plan item with Engineering |
| 10. Continue to advance the possibility of switching to an electric bus fleet to reduce green house gas emissions. | ✓ | | | ICIP 2022-2026 plan |

Summary

The aim of Transit Services is to provide the best possible transit experience for transit users. The City has taken a number of steps to improve transit services over the recent past including the route optimization implementation and investment in the transit fleet and related equipment. The relocation of the transit terminal is seen as a way to improve transit service from a number of perspectives:

- Transit users:
 - Improved facilities with accessible washrooms
 - Reduced conflict points with vehicles
 - Enhanced security
- Operations
 - Improve communications with management and staff in one location
 - Availability of traffic mechanics on-site
 - Accommodate future electric vehicles and fleet options
- Realize efficiencies
 - Annual cost savings of \$172,000 (\$67K Fuel-Salary Expenses + \$75,000 Capital +\$35,000 Ongoing Maintenance)
 - Avoid maintenance of two facilities
 - 41 tonnes of GHG reduction annually

The City is also committed to downtown revitalization and has proposed significant plans for investment related to the downtown plaza and other improvements. The City will continue to service the downtown with the current level of service and bus stops providing transit users with excellent access to the downtown. Staff are also prepared to adjust routes to minimize the impact the relocation of the terminal and continue access to the Dennis Street location.

The project will meet the highest accessibility standard and Transit will work with the Accessible Advisory Committee (AAC) with the aim of being barrier free. This project will also meet the highest applicable energy efficiency standards and provides GHG reduction benefits and a reduction in fuel consumption.

City staff is recommending the relocation as presented and supported by the Tulloch Engineering report.

FINANCIAL IMPLICATIONS

For the recommended option, costs to finalize construction drawings and tender administration will be part of total approved \$2,000,000 estimated project costs. Total professional fees for the full project were estimated at \$150,000. The remainder is made up of construction costs at \$1,754,000 and contingency of \$96,000. ICIP has approved this project with a total reimbursement rate of 73.33%.

Elimination of the downtown terminal will result in the reduction of a portion of the ongoing maintenance and repair costs associated with the Dennis Street Terminal estimated at \$105,000 annually (\$75,000 annual maintenance over next 5 years and reduced Operating costs of \$30,000). There will also be \$67,000 in annual fuel salary expenses as identified on page 28 of Tulloch's report. However, some costs will continue to occur at a lower rate (utilities, cleaning, snow removal etc.) at the new expanded facility.

Should Council choose to proceed with a different option or approach, the relevant costs have been provided above for consideration.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2020-2023 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

RECOMMENDATION

It is therefore recommended that Council take the following action:

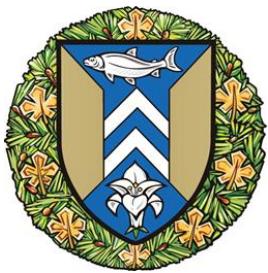
"Resolved that the report of the Director, Community Services concerning Dennis Street Terminal Relocation dated July 12, 2021 be received.

Furthermore, that a RFP be issued to obtain a consultant to complete construction drawings and administer the tendering process for the renovation/build of the 111 Huron Street transit facility."

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
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Appendix A



The Corporation of the City of Sault Ste. Marie

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

June 14, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Dennis Street Terminal Relocation

PURPOSE

To provide Council the results of the Environmental Assessment (EA) study on the transit terminal relocation including an update on the public consultation results and to seek approval to issue a Request for Proposal for professional services. The scope of the RFP would include completion of construction drawings and tender administration for the relocation of the Dennis St. terminal to the 111 Huron Street Transit Depot location (main office and garage).

BACKGROUND

On March 14, 2018, Ontario signed an Integrated Bilateral Agreement (IBA) with the federal government for \$11.8 billion in federal funding under the Investing in Canada Infrastructure Program (ICIP) across four streams:

- Public Transit \$8.3 Billion
- Green Infrastructure \$2.8 Billion
- Community Culture and Recreation \$407 Million
- Rural and Northern \$250 Million

For the Public Transit stream, the IBA included \$8.3 billion of federal and \$7.3 billion of provincial funding that could support transit projects in Ontario for up to 96 municipalities and Metrolinx. Under ICIP, the federal government will contribute up to 40% to most projects with the Province contributing up to 33.33% and municipalities contributing up to 26.67%. For rehabilitation projects, the federal government will contribute up to 50% with the Province contributing up to 33.33% and municipalities and other organizations contributing up to 16.67%.

The City of Sault Ste. Marie has been allocated \$43,354,392 over eight (8) years (2019-2026) with the City share being \$11,610,622. This presents the City with an excellent opportunity to reinvest in transit Infrastructure.

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

Investing in Canada Infrastructure Program

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

"Resolved that the report of the Director of Community Services dated 2018 05 21 concerning application to the Infrastructure Canada Investment Program for 2019-2021 be approved. The Transfer Payment Agreement will appear on a future Council Agenda."

At a Council meeting dated September 14, 2020 the following resolution was passed.

"Resolved that By-law 2020-172 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the provision of engineering services associated with the conducting of a Municipal Class Environmental Assessment for the relocation of the Downtown Bus Terminal be passed in open Council this 14th day of September, 2020."

Furthermore at a Council budget meeting dated December 9, 2020 the amount of \$2,000,000 (City Share \$533,400 under ICIP) was approved as part of the Transit Service Items.

ANALYSIS

As part of the three-year investment plan authorized at the May 21, 2019 Council meeting, it was identified that the downtown terminal would be relocated at an estimated cost of \$2 million. The City received approval from ICIP for the project (Appendix A) effective March 25, 2020 (Federal Contribution \$800,000, Provincial Contribution \$666,600 and Municipal Contribution \$533,400).

The City has conducted an Environmental Assessment (EA) Schedule A+ as part of the process with Tulloch Engineering that examined the relocation of the transit terminal from Dennis Street to the existing transit depot facility at 111 Huron Street.

A schedule A+ is a pre-approved activity. The manner in which the public is to be advised is to be determined by the proponent. Transit Services and the Consultant felt that it was important to consult with interested stakeholders in addition to required related agencies. The relocation was suggested as part of the 2018 Transit Optimization Study. A full report on the EA results and recommendation can be found in Appendix B.

Dennis Street Terminal Relocation

June 14, 2021

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The EA consisted of two (2) virtual public consultation sessions, a direct survey with riders at the Dennis St. Terminal and follow up discussions with members of the public (including companies/associations) who raised concerns. A Traffic Study was also completed by CIMA+ regarding potential impacts to the proposed relocated site. A summary of consultation efforts can be found below.

| Transit Consultation Outreach | | |
|--------------------------------------------------------------------------------------------|------------------------------------------|---------------------------|
| Notice of Commencement | | |
| Outlet | Dates | Dates |
| Sault Star | Dec. 3 | Dec. 5 |
| Sootoday | Dec. 3 - Dec. 10 | Dec. 10 |
| Sault This Week | | Dec. 10 |
| City Website | Dec. 3 - present | (still available on site) |
| City Facebook | Dec. 3 | (still visible on site) |
| To Transit Operators | Posted on staff boards | Posted on staff boards |
| Public Information Centre (Sessions Virtual Held) | | |
| Outlet | Dates | Dates |
| Sault Star | Jan. 9 | Jan. 16 |
| Sootoday | Jan. 11 | Jan. 18 |
| Sault This Week | Jan. 7 | Jan. 14 |
| City Website | Jan. 4 | (still available on site) |
| City Facebook | Jan. 12 | Jan. 18 |
| On Every Bus | Friday Jan 8 | Friday Jan 8 |
| E-mailed to Unions | Thursday Jan 7 | Thursday Jan 7 |
| E-mailed to Transit Staff with City e-mails | Thursday Jan 7 | Thursday Jan 7 |
| At the Dennis Street Terminal | Thursday Jan 7 | Thursday Jan 7 |
| On Transit Staff Communication Boards | Thursday Jan 7 | Thursday Jan 7 |
| Ridership Survey Conducted at the Terminal - 136 participants | Took Place in Feb over 3 days | |
| To Transit Operators via Annual Training | 2020 | |
| Virtual Sessions Held | | |
| Wednesday January 13th, 2021 at 12pm – 1pm; and Tuesday January 19th, 2021 at 6pm – 7pm | 81 in total attendance for both sessions | |
| Follow up Contact / Conversations | | |
| | Over 20 individuals | |

Class EA: <https://saultstemarie.ca/City-Hall/City-Departments/Public-Works-Engineering-Services/Engineering-and-Planning/Engineering-and-Construction/Class-EA/Downtown-Bus-Terminal-Relocation.aspx>

Newsroom: <https://saultstemarie.ca/Newsroom/January-2021/Notice-of-Public-Information-Centre-Relocation-of.aspx>

Own Page: www.saultstemarie.ca/DowntownBusTerminal

Why is this being considered?

The Dennis Street Terminal continues to experience the following challenges.

1. Upgrades to the washrooms for accessibility are required and there are no easy options to re-configure in existing space (pictures attached Appendix C).
2. Capital repairs are required to extend the remaining useful life of asset.
3. Security and safety concerns exist on occasion and the new location offers greater oversight.
4. Limited space for buses and pedestrians creates issues due to congestion.

5. The separation from mechanical services and management presents challenges.
6. Anticipated migration to electric buses in the future presents opportunity for consolidated charging infrastructure.

Will there be any service decrease in the downtown core?

There are no proposed service level decreases related to this project. There are currently 62 stops in the greater downtown area and 47 in the immediate core. Every hour, 26 buses travel throughout the downtown. No changes will be made to this service level (table below).

| Continued Service with Relocation | | # of Times Per Hour M-F Daytime Hours | | | | | |
|-----------------------------------|--------|---------------------------------------|--------|----------|-----------|---------------|-------|
| Route | #Buses | St. Mary's River Dr | Bay St | Queen St | Albert St | Wellington St | Total |
| East St | 2 | 2 | 0 | 0 | 2 | 0 | 4 |
| GNR | 2 | 0 | 2 | 2 | 0 | 0 | 4 |
| Korah Rd | 2 | 0 | 0 | 4 | 0 | 0 | 4 |
| North St | 1 | 0 | 0 | 0 | 2 | 0 | 2 |
| Riverside McNabb | 4 | 0 | 2 | 2 | 0 | 0 | 4 |
| Sault College | 2 | 0 | 0 | 0 | 2 | 2 | 4 |
| Steelton Second Line | 4 | 0 | 0 | 0 | 0 | 2 | 2 |
| Community Bus | 1 | 0 | 1 | 1 | 0 | 0 | 2 |
| | 18 | 2 | 5 | 9 | 6 | 4 | 26 |

What are the proposed benefits?

Current Benefits

1. Addresses accessibility and barrier free concerns
2. There is more space at 111 Huron to reduce congestion and pedestrian conflict. The proposed location will increase bus lay-by area by 944 sq. m (Appendix D site Maps Dennis Street and Huron Street).
3. Improves overall safety of riders and operators with management oversight
4. Improves communication amongst management, transit staff and maintenance staff. In addition, using one location improves efficiencies in terms of travel time for Operators on shift change.
5. Mechanics will be available onsite with the relocation to expedite repairs.

6. Financial savings with a cost avoidance of \$377,000 required in repairs over next five (5) years as supported by a Building Condition Assessment completed in 2020.
7. Builds on recent investments at 111 Huron St. location totaling \$1.1 million.

Future Benefits

1. It is envisioned the future of transit will include electric buses. Supporting charging infrastructure is planned to be installed and located in one location.
2. The City may expand on-demand services with additional, smaller vehicles that the new site can better accommodate.

Concerns raised through consultation and response

Staff acknowledge that there were negative responses from a number of business owners with the proposed relocation. The Consultant and staff provided further clarifications and information to address concerns presented with solutions and/or clarification. Most of the feedback provided was from businesses expressing concerns with the proposed location and impact it would have on businesses in the existing downtown core (once removed) as well as from the neighbour to the South of the proposed relocation.

Concerns presented by the public during consultation are outlined in the EA report in detail. A response to some of the key issues identified is provided below:

1. It will cause safety concerns with traffic at proposed relocated site and data was taken with reduced Covid-19 pandemic traffic.
 - *Response - Traffic study data did take into account pre-pandemic traffic flow. This is not an accurate statement as the first data point was from Wednesday September 20, 2017.*

The numbers used to count the traffic at the corner of Huron and Bay Street W. were completed in the middle of a pandemic Friday November 27, 2020.

Table 1: Turning Movement Counts

| Intersections | Date of Count | Time Period |
|--------------------------------|---------------------|--------------------------------|
| Huron Street at Queen Street W | Wed. Sept. 20, 2017 | 10:00am-18:00pm ✓ |
| Bay Street W at Huron Street | Fri. Nov. 27, 2020 | 8:00am-9:00am, 11:00am-18:00pm |

These numbers don't reflect what traffic would be with a fully functioning international bridge which saw over 1.3 million vehicles use it in 2019. Those vehicles are now forced to negotiate the two-lane Bay Street when the borders re-open.

2. Will have a detrimental impact on people who like to walk from existing terminal.

- *Response – There are forty-seven (47) stops in the immediate downtown core including seven (7) stops at the Station Mall. Patrons are able to utilize their stop of their choice (there are still a lot of stops in the downtown, and coverage will continue to be very good). A stop will still exist at the Dennis Street location for all routes except the North Street route.*
- 3. Dennis Street terminal relocation will reduce bus stop locations in the downtown core.
 - *Response – Twenty-six (26) buses will continue to service the downtown core area hourly between Bay St and Wellington Street. The terminal move is approximately 1 km from its current position.*
- 4. Will have negative impact on the neighbour to the South of the Transit Depot Facility. Specifically, as it relates to increased noise, traffic and appearance.
 - *Response - As part of Transit Services future investments, the plan is to have half of the entire fleet change to electric buses by the year 2026 subject to Council approval. This would start in the year 2022 (with supporting capital request) with the purchase of one (1) electric bus and supporting charging infrastructure. It should be noted that Battery Electric Vehicles (BEV) are much quieter in nature than traditional buses. This will aid in noise pollution as we move forward and will be a significant step forward in our plan of Green House Gas reduction goal. The change will also have long-term benefits to the suite of uses that currently occupy the Machine Shop that want to access by bus and the terminal relocation may have future benefits to undeveloped lands in the area....i.e. Gateway site and remainder of Papermill property. City staff are investigating the installation of a noise reduction fence between the transit facility and the railroad tracks.*
- 5. Will impact businesses in the downtown core.
 - *Response – the ridership survey indicates that 60% of respondents would not avoid the downtown core as a result of this change.*
- 6. The existing fence at 111 Huron St is in very poor condition.
 - *Response - Staff agree with this point and will have new fencing installed as part of this project.*
- 7. Request for Service through the Machine Shop property to Service the site.
 - *Response – Staff are exploring options for a route to provide access to the site.*
- 8. If the Dennis St. Terminal is moved, there will not be a warm area for Soo Greyhounds patrons to wait for the bus.
 - *Response - To address this valid concern the front lobby area of the GFL Memorial Gardens will remain open for an additional half hour monitored by an Ambassador or game night security. A shelter will also be installed at the existing Dennis St. location and would augment the six (6) bus stops in the nearby area. There are*

Dennis Street Terminal Relocation

June 14, 2021

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approximately thirty (30) fans at Greyhound games who utilize Transit. Change would not impact Para Bus clients.

9. Items to address safety and security at proposed location.

- Response - Having the presence of management, drivers and the public at one location will increase communication and aid with safety. Third party security will continue at the proposed relocated site. New cameras and additional LED lighting to be installed as part of reconfiguration.*

Staff have reviewed the mitigation items identified through the EA process and agree with the recommendations presented and will address per table below.

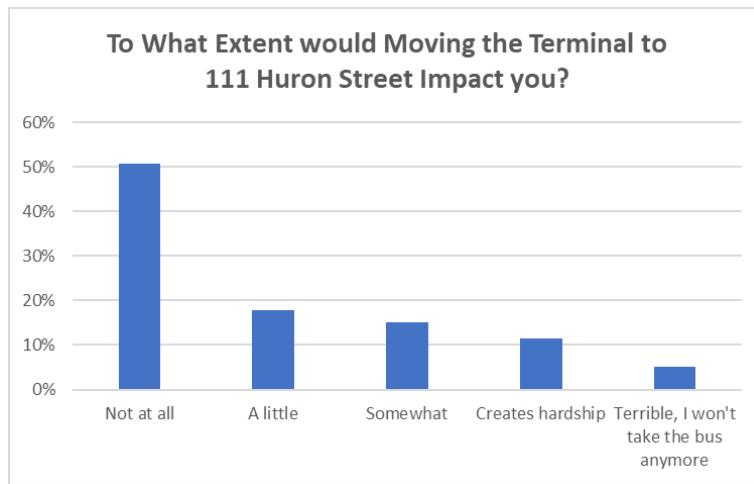
| Environmental Mitigation Recommendations | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item | Accept | Pending | Reject | Comment |
| 1. Initiate a public information campaign educating transit users of the upcoming Sault College Transfer hub. | ✓ | | | Media campaign launched April 6, 2021. Launch date April 19, 2021 |
| 2. Maximize the number and/or maintain the existing bus routes to the greatest extent feasible within the immediate area of the existing Denis Street terminal. | ✓ | | | Ongoing |
| 3. Initiate a study to explore options for the divestiture or reuse of the existing Terminal site. | | ✓ | | The Dennis St. Terminal would remain in use until relocated terminal is operational if Council supports. Staff would come back to Council with options such as as but not limited to leasing the space and additional parking to name a few. |
| 4. Install passenger counters on each bus to provide key data as to where passengers are getting on and off the bus. The routes should be reviewed and adjusted accordingly utilizing the usage information per stop to improve service delivery to Transit users. | ✓ | | | Will implement summer 2021. Council approved as part of 2021 budget |
| 5. Install a bus stop and shelter on Queen Street adjacent to the existing terminal. | ✓ | | | Will complete |
| 6. Extend the available time patrons of Sault Greyhound games can wait within the heated area of the GFL Center lobby after games. | ✓ | | | Will complete |
| 7. Review the location of bus stops on Queen Street west of Bruce Street and relocate as deemed appropriate to maintain service levels. | ✓ | | | Ongoing |
| 8. Install a noise attenuation barrier along the south property line east of the Algoma Steel property at 111 Huron Street. | | ✓ | | Will investigate options |
| 9. Initiate a Class EA for improvements to the Huron Street and Bay Street intersection. | | ✓ | | Will need to coordinate with a work plan item with Engineering |
| 10. Continue to advance the possibility of switching to an electric bus fleet to reduce green house gas emissions. | ✓ | | | ICIP 2022-2026 plan |

Ridership Survey

Of the 1.9 million riders who took transit in 2019 very few provided feedback that they were concerned with the move. We received comments from two (2) riders that have made written formal concerns and there was very little participation from riders at both EA meetings.

Overall there was very little feedback from riders on the proposed change.

To ensure we captured first hand feedback from riders who utilize Transit a survey was administered at the Dennis St. Terminal. Between February 22nd - 24th, 2021 TULLOCH Engineering conducted an in-person survey of transit users at the existing Terminal. Approximately 80 people participated in the survey. Of that 80 people, 68% of the respondents when asked to what extent would moving the Terminal to 111 Huron Street impact them 68% said not at all or a little, 15% said somewhat and 16% said it would create hardship or that it would be terrible.



In addition, only 31% said they would avoid the downtown as a result of the change.

Summary

The aim of Transit Services is to provide the best possible transit experience for transit users. The City has taken a number of steps to improve transit services over the recent past including the route optimization implementation and investment in the transit fleet and related equipment. The relocation of the transit terminal is seen as a way to improve transit service from a number of perspectives:

- Transit users:
 - Improved facilities with accessible washrooms
 - Reduced conflict points with vehicles
 - Enhanced security
- Operations
 - Improve communications with management and staff in one location
 - Availability of traffic mechanics on-site
 - Accommodate future electric vehicles and fleet options
- Realize efficiencies
 - Annual cost savings of \$105,000
 - Avoid maintenance of two facilities

The City is also committed to downtown revitalization and has proposed significant plans for investment related to the downtown plaza and other improvements. The City will continue to service the downtown with the current level of service and bus stops providing transit users with excellent access to the downtown. Staff are also prepared to adjust routes to minimize the impact the relocation of the terminal and continue access to the Dennis Street location.

The project will meet the highest accessibility standard and Transit will work with the Accessible Advisory Committee (AAC) with the aim of being barrier free. This

project will also meet the highest applicable energy efficiency standards and provides GHG reduction benefits and a reduction in fuel consumption.

City staff is recommending the relocation as presented and supported by the Tulloch Engineering report.

FINANCIAL IMPLICATIONS

Costs to finalize construction drawings and tender administration will be part of total approved \$2,000,000 estimated project costs. Total professional fees for the full project were estimated at \$150,000. The remainder is made up of construction costs at \$1,754,000 and contingency of \$96,000. It is anticipated this would be an eligible cost, which would then be included in the ICIP funding to be reimbursed at 73.33%. Construction costs are escalating as a result of the pandemic, the tendering process will confirm market rates and staff will provide options to cover any potential shortfalls should they arise.

Elimination of the downtown terminal will result in the reduction of a portion of the ongoing maintenance and repair costs associated with the Dennis Street Terminal estimated at \$105,000 annually (\$75,000 annual maintenance over next 5 years and reduced Operating costs of \$30,000). However, some costs will continue to occur at a lower rate (utilities, cleaning, snow removal etc.) at the new expanded facility.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2020-2023 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Director, Community Services concerning Dennis Street Terminal Relocation dated June 14, 2021 be received.

Furthermore, that a RFP be issued to obtain a consultant to complete construction drawings and administer the tendering process for the renovation/build of the 111 Huron Street transit facility.”

Respectfully submitted,

Dennis Street Terminal Relocation

June 14, 2021

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Appendix B

**Ministry of
Transportation**

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www.ontario.ca/transports

107-2020-639

His Worship Christian Provenzano
Mayor
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Provenzano:

It is my pleasure to inform you of federal approval for three projects submitted by your community under the Public Transit stream of the Investing in Canada Infrastructure Program (ICIP).

Federal and provincial funding contributions are approved for the following transit projects:

| Ontario ID | Project Title | Federal Contribution | Provincial Contribution | Federal Approval Date |
|-------------|--------------------------------------------------|----------------------|-------------------------|-----------------------|
| ICIP-SSM-04 | Replacement of Bus Shelters | \$100,000.00 | \$83,325.00 | March 13, 2020 |
| ICIP-SSM-05 | Construction of a Northern Transfer Point (Stop) | \$200,000.00 | \$166,650.00 | March 13, 2020 |
| ICIP-SSM-07 | Relocation of the Downtown Terminal | \$800,000.00 | \$666,600.00 | March 25, 2020 |
| TOTAL (\$) | | \$1,100,000.00 | \$916,575.00 | |

Eligible expenses for these projects may be incurred on or after the Federal Approval Date noted above. Funding is also subject to the terms and conditions of an executed Transfer Payment Agreement between the City of Sault Ste. Marie and the Province of Ontario.

All of the projects submitted to the province have been nominated to the federal government. If a project is not indicated above, or you have not received prior notification of approval, it is still under review by Infrastructure Canada. We will advise you of updates to the approval status as they become available.

.../2

I would like to congratulate you on this important milestone and look forward to working with you as you move forward with these projects to increase transit infrastructure.

Should you have questions, please contact the MTO ICIP team at
ICIPTRANSIT@ontario.ca.

Sincerely,

A handwritten signature in black ink that reads "Caroline Mulroney".

Caroline Mulroney
Minister of Transportation

APPENDIX C

BUS TRANSFER TERMINAL Relocation Feasibility Study



Prepared For:
The City of Sault Ste. Marie
Project #: 201531
May 2021



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1. PHASE 1 - PROBLEM OR OPPORTUNITY

1.1 Introduction

Study Background

The Community Development and Enterprise Services Department (CDES) manages and operates the City of Sault Ste. Marie transit services. Transit Services provides a reliable public transport service. As part of their operational mandate, they continually monitor the needs of passengers, and review service delivery on a regular basis.

The Sault Ste Marie Transit Services administration and maintenance facility is located at 111 Huron Street. Formerly a division of Public Works, it was transferred to Community Development and Enterprise Services in the fall of 2016 as part of a corporate restructuring. The Huron Street location currently provides:

- Transit and Parking Administration
- Daily start/finish point for seven (7) regular fixed route buses and one (1) Community Bus route
- Start and finishing point for all Parabuses including Parabus dispatching
- Maintenance facilities for transit fleet
- Indoor storage facilities for the fleet

Transit has traditionally provided its own maintenance and storage activities. Prior to the Huron Street location, the City's "bus barn" was located on the north side of Bay Street, between Tancred Street and Dennis Street.

The City of Sault Ste. Marie (City) currently owns and operates one transit terminal (terminal) location in the downtown core of Sault Ste. Marie at the corner of Dennis Street and Queen Street (civic #160 Queen Street). The "Dennis St." terminal is the current main starting and end locations of all public transit bus routes within the City of Sault Ste. Marie and serves as a transfer hub between bus routes. In 2019 and 2020 respectively, 1.89 million and 1.03 million trips were taken on Sault Transit.

The existing Dennis Street bus terminal was constructed in 1981 and is in a prime downtown location from the perspective of being central to transit customer's downtown destinations and residential development and is a relative mid-point for routes travelling east and west. The terminal building provides a waiting area with public washrooms and transit kiosk available.

A secondary transfer hub location is due to become operational May 3, 2021 on Northern Avenue directly adjacent to Sault College. Located in the north central area of the city, the new transfer facility provides an alternative secondary transfer hub reducing the average transit users trip duration. The transfer hub, however, does not provide public washrooms or kiosk amenities.

There are increasing concerns about public safety, operational presence and accessibility at the existing Dennis Street Terminal. The terminal has been identified in the City's Asset Management Plan as requiring significant capital investment and is under review to address several operational and functional issues in addition to a need for major repairs and upgrades. As a result of these issues, the City is considering relocating the Terminal to 111 Huron Street with the goal of improving communication, accessibility, operational efficiencies, and oversight.

Study Purpose

The City of Sault Ste Marie has initiated a Class Environmental Assessment (EA) to evaluate the potential of relocation of the Downtown Bus Terminal in Sault Ste. Marie Ontario.

Recognizing the shortcomings of the existing Transit Terminal, as well as the significant expenditures that will be required to modernize and restore it to current Accessibility for Ontarians with Disabilities Act (AODA) standards, adequate functionality and safety standards, the City is undertaking this assessment to consider the possibility of integrating the Terminal with the Sault Transit facility site. Such integration offers the potential for synergies in the operation of the respective facilities and potential cost savings.

Accordingly, TULLOCH Engineering has been engaged to conduct an assessment to consider the net environmental affects which would result from the envisioned integration of the terminal, administration, and maintenance facilities.

1.2 Description of Study Areas

As shown in **Figures 1 and 2 in Appendix 1**, the study areas are located around both properties involved. Area 1 includes the current terminal located at 160 Queen Street and the immediately surrounding commercial and residential properties. Area 2 depicts the location of the Transit Maintenance facility at 111 Huron Street.

1.3 Problem/Opportunity Statement

The issues facing Transit can be summarized into a problem/opportunity statement:

The Transit Terminal is the main starting and end locations of all public transit bus routes within the City of Sault. Ste. Marie. There are increasing concerns about public safety, operational presence and accessibility at the existing Terminal located at the corner of Queen Street and Dennis Street.

The Terminal has been identified in the City's Asset Management Plan as requiring significant capital investment and is under review to address a number of operational and functional issues in addition to a need for major repairs and upgrades. As such, the City is considering relocating the terminal to 111 Huron Street with the goal of improving communication, accessibility, operational efficiencies, and oversight at the Terminal.

Relocating the Dennis Street Terminal to 111 Huron Street may reduce both capital and operating costs for the City and provide other efficiencies through the sharing of facilities.

The opportunity exists given ICIP Investing in Canada Infrastructure Program – Transit Stream provided to the City to renovate either the existing Dennis Street Terminal facility or the Transit Maintenance and Administration facility at 111 Huron Street.

1.4 Class Environmental Assessment Process

Municipal infrastructure projects are required to meet the requirements of the Ontario Environmental Assessment (EA) Act. The Municipal “Class” EA applies to groups or “classes” of municipal road, water, wastewater and transit projects that occur frequently and have relatively minor and predictable impacts. These projects are approved under the EA Act, as long as they are planned according to the requirements of the Class EA document. A flow chart detailing the Municipal Class Environmental Assessment Planning and Design Process is included in **Appendix 2**.

The selection of a preferred alternative is subject to the planning process outlined in the Municipal Class Environmental Assessment document. The preferred solution will be found through the key principles of environmental assessment planning:

- Consultation
- Reasonable range of alternatives
- Consideration of effects on all aspects of the environment
- Systematic evaluation
- Clear documentation
- Traceable decision making

The specific requirements of the Class EA for a particular project depend on the type of project, its complexity and the significance of environmental impacts. Transit projects have a specific section in the Municipal Class EA. To assist proponents in determining the status of projects, four categories of projects are identified, including Schedule “A”, “A+”, “B” and “C” projects:

Schedule A

These projects are limited in scale, have minimal adverse environmental effects, and typically consist of normal maintenance and operational activities. These projects are considered pre-approved and may proceed without following the full Class EA planning process.

Schedule A+

These projects are also limited in scale, have minimal adverse environmental effects, and are considered pre-approved, but there is a requirement for public notification prior to construction or

implementation of the project. The purpose of the notification is to inform the public of projects occurring in their local area. Although the public is informed of the project, there is no appeal mechanism to the Ministry of the Environment, Conservation and Parks (MECP); any concerns raised can be addressed at the municipal council level.

Schedule B

These projects have the potential for some adverse environmental effects, thus requiring a screening process involving mandatory contact with the directly affected public and relevant review agencies. If all concerns can be adequately addressed, the project may proceed. These projects generally include improvements and minor expansions to existing facilities.

Schedule C

These projects have the potential for significant environmental effects and are subject to the full planning and documentation procedures specified in the Class EA document. An Environmental Study Report must be prepared and submitted for review by the public and relevant review agencies. If all public and agency comments and issues can be adequately mitigated during the public review period, the project may proceed. These projects generally include construction of new facilities or major expansions to existing facilities.

Initial Schedule Selection

In accordance with the study terms of reference, there are two alternatives considered to be feasible methods of addressing the problem/opportunity. The alternative which potentially has the most impact on the environment involves relocating the terminal to 111 Huron Street and integrating it with the existing maintenance and administration facility. Description #21 in the Municipal Class Environmental Assessment document for Transit Projects indicates the following is considered a Schedule A+ activity:

Description #21: Expansions, Improvements and modifications to existing stations, maintenance and storage facilities, passenger pick up/drop off areas, park and ride lots, etc. in or adjacent to residential land use or an environmentally sensitive area including natural heritage features, cultural heritage and archaeological resources, recreational or other sensitive land uses.

1.5 Transit Project Assessment Process (TPAP)

Since the addition of transit projects to the Municipal Class EA process in 2007, the Ministry of the Environment has added an alternative assessment process for transit projects (and Metrolinx Undertakings), under Regulation 231/08 of the Environmental Assessment Act. The Regulation exempts proponents of all transit projects from the Environmental Assessment Act (including the Municipal Class EA process) by creating a specific streamlined and focused process to follow. The process includes consultation, an assessment of potential positive and negative impacts, an assessment of measures to mitigate negative impacts and documentation. A review of the

surrounding land uses was completed by TULLOCH and provided to the Ontario Ministry of Environment Conservation and Parks (MECP) for information.

The MECP were consulted with respect to the study. After review, the MECP concluded that the study is not subject to the TPAP process and should instead be planned in accordance with a Class EA process, “*...it does not appear that the relocation of the bus terminal within the City of Sault Ste. Marie is a project listed in Schedule 1 of the Transit Project Regulation (Ontario Regulation 231/08: Transit Projects and Metrolinx Undertakings). The surrounding land uses of the proposed relocation of bus terminal do not appear to be in or adjacent to residential land-use or an environmental-sensitive area*”.

Accordingly, City staff was advised that the evaluation of relocating the terminal should follow a **Schedule A+** Municipal Class Environmental Assessment process.

The evaluation of relocating the terminal should follow a Schedule A+ Municipal Class Environmental Assessment process and thus is not exempt from the Environmental Assessment Act under the TPAP process (O.Reg 231/08), however, it remains exempt from Part II of the Act (formally referred to as a Pre-Approved Project).

2. PHASE 2

2.1 Identification of Alternative Solutions to the Problem

Alternative Solutions

The following alternative solutions were considered reasonable and analyzed in this study:

- 1) *Do nothing.*
- 2) Combine the Terminal and Transit Maintenance and Administration Facility at 111 Huron Street into a fully intergrated maintenace/storage garage, combined administration area and transfer terminal location. (*Fully Integrated Facility*)
- 3) Renovate the Dennis Street Terminal – *Stay and Upgrade.*

1) Do Nothing

This alternative represents baseline conditions, and its evaluation is required by the Municipal Class EA process. A decision to “do nothing” would typically be made when the cost of all other alternatives, both financial and environmental, significantly outweigh the benefits. It is not a preferred solution here since the identified problems are not addressed and with the passage of time, City assets will continue to deteriorate, and potential efficiencies will not be realized.

2) Fully Integrated Facility

This alternative combines all maintenance, administration and terminal functions under one roof, and thus maximizes the sharing of common operations and facilities. This option is visually depicted in **Figure Sk1 in Appendix 3**.

3) Stay and Upgrade

This alternative recognizes that investment in the Dennis Street Terminal is required and the existing investments the City has already made in the Transit building on Huron Street. This option thus considers the capital investments needed to keep both functional, accessible and as efficient as possible for the next 20+ years. Please reference **Figure Sk2 in Appendix 3** for a visual depiction of the alternative.

2.2 Previous Studies and Supporting Documentation

The full list of previous studies reviewed for this EA is found in **Appendix 4**. Of particular importance were the 2012-2016 Public Transit Operations Review – Sault Ste Marie, December 2011, completed by HDR, and the City's Asset Management Facility Condition Assessment, April 2014 completed by Morrison Hershfield Limited.

2018 City of Sault Ste. Marie Transit Route Optimization Study

The 2018 City of Sault Ste. Marie Transit Route optimization study looked at and subsequently discarded or recommended for additional study various options for a downtown terminal. At the time of the study, the existing bus terminal accommodated 8 bus bays and parking for ParaBus and Community Bus vehicles. The proposed and subsequently adopted route network reduced the number of bus bays to seven. Given the one-way road network and the area adjacent to the existing Dennis Street terminal being designated as parking for the Essar (now changed to the GFL Memorial Gardens) Centre, bus operators were forced to travel around the block to position themselves for their next trip.

The study team assessed the need for the existing terminal given the new route network proposed and whether the City should continue to maintain, expand, or relocate the bus terminal. The following options were assessed:

- On street parking along Queen Street,
- On street parking along Bay Street,
- Provide a bus terminal/transfer station at the Transit Centre located at 111 Huron Street,
- Maintain existing downtown terminal.

The opinion of Transit Consulting Network was that a central downtown bus terminal was required at that time and more so in the future, primarily because Sault Transit operates a radial route network where bus transfers are co-ordinated. Where the terminal is located within the downtown is flexible.

Further, with the implementation of the proposed route structure within the report any future bus terminal location would likely be impacted by the findings of the Transportation Master Plan study underway at the time of this study since it would be addressing traffic circulation within the downtown. The impact of the Agawa Canyon Tour Train station relocation would also have an impact on potential land availability and amenities that could be accommodated. Notwithstanding the aforementioned, the report indicated that if the desire was to eliminate \$100,000 from the transit budget attributed to maintaining the existing bus terminal and to sell off the property, this could be done. It was the authors opinion however, that in the long-term, the need for a central terminal would not diminish and may, in fact, need to be expanded.

At the time of this study it was recommended that the bus terminal continue to operate until an alternate location was secured that offers comparable amenities such as heated waiting areas, washroom facilities (at least nearby), bike storage, security features, and passenger information.

Excerpt from the 2018 Transit Route Optimization Study,

"The existing bus terminal at Dennis Street and Queen Street is in a prime downtown location, from the perspective of being central to transit customers, destinations and residential development, and it is a relative midpoint for routes traveling East and West. The terminal building provides a comfortable and secure waiting area with public washrooms and transit kiosk available.

One of the objectives of the Transit Route Optimization Study was to determine if the downtown terminal bus capacity would be reduced through redesigning of the route network to a point that the terminal would not be required. Although the number of bus routes in the proposed route network are less (7 versus 8 routes at the downtown terminal), a downtown transfer area with some terminal amenities would still be required. There is also a need to accommodate community buses and parabus, which also serve the terminal.

The consulting team was advised that repairs were needed to the existing terminal. The need for between \$47,000 and \$61,000 in repairs were required, primarily to undertake roof repairs. On an annual basis, the terminal operating costs approximate \$100,000 for security, utilities, staffing, and maintenance. This is considered normal, representing 1.25% of the annual transit operating budget.

As a cost cutting measure, the terminal could be sold, and buses accommodated at one of the alternative sites discussed bearing in mind that construction costs for an alternative location would be incurred. Given the need to modify routes in 2018, it would make more sense to revisit the topic after the new services have been in place.

The transit facility at 111 Huron Street, has sufficient land available to accommodate the seven proposed bus routes and has the advantage of access to Sault Transit staff for customer service inquiries. The site is secure and would only require municipal building approvals, however, the additional distances to the proposed Westside routes would result in route modifications being

required. Although a bus terminal location as close as possible to the downtown is preferred from a transit customer perspective, the 111 Huron Street option could be considered further if the city elects to sell off the existing terminal for financial purposes.”

2017 Transit Relocation Feasibility Study – Class EA

Recognizing the shortcomings of the existing Transit and Public Works facilities on Sackville Road, as well as the significant expenditures that would be required to modernize and restore them to an adequate functionality and safety standard, the City undertook a Feasibility Study to consider the possibility of integrating the Sault Transit facilities with the Public Works site. Such integration had the potential to offer synergies in the operation of the respective facilities and cost savings.

The results of the 2017 Transit Relocation Feasibility Study determined that the preferred solution was to provide the necessary upgrades and additions to both 111 Huron Street and 128 Sackville Road and to not relocate the transit maintenance facilities located at 111 Huron Street to the Public Works and Transportation center on Sackville Road. Cost estimates to relocate 111 Huron Street to Sackville Road varied from \$36 million to \$60 million depending on the alternative.

2012-2016 Public Transit Operations Review

The Operations Review considered all aspects of Public Transit in Sault Ste Marie. With regard to the current bus maintenance garage, the report states:

“The Transit garage facility on Huron Street was built in 1981 and is in need of costly major repairs and upgrades. Given the aforementioned, capital improvements will need to be set aside for a new roof, new fuel storage tanks, additional hoists, additional office space, and other improvements. In addition, the southerly garage location on Huron Street is not central, which results in added travel times for buses travelling to and from the garage when beginning and ending service; this adds to costly “deadhead” time.

The City’s Asset Management Facility Condition Assessment

In 2013 the City undertook an assessment of all municipally owned buildings in order to identify future maintenance needs and recommended capital spending. Each building was assessed, and a 25-year capital plan provided. The assessments provided for both 111 Huron Street and the Dennis Street terminal buildings are summarized below:

Transit Bus Depot 111 Huron Street

The 44,000 sq. ft. bus garage was constructed in 1981. The report describes it as being in fair condition, but several replacement and restoration projects have been deferred such that the overall condition is deteriorating. A list of capital spending recommendations was provided, totalling approximately \$896,333, to be expended over the years 2013 to 2015.

Reference **Appendix 5** for a copy of the Transit Asset Management Plan.

Terminal Location at 160 Queen St. (corner with Dennis St.)

The existing terminal, constructed in 1983, is a single-story wood-framed and masonry building. The building has a floor area of 2,200 sq.ft and has been identified as in fair condition but several replacement and restoration projects have been deferred and require immediate attention to avoid further deterioration. Identified capital investments include roof replacement, HVAC upgrades and sidewalk and site surface works reconstruction.

The 2018 report concluded that approximately \$377,000 in maintenance and repairs would be required over the next 5 years to ensure a minimally operational facility. The estimated cost to renovate the existing building to address the problem/opportunity to be \$272,000.

Reference **Appendix 5** for a copy of the Transit Asset Management Plan.

City of Sault Ste. Marie Council Reports (Various)

RE: February 21 2005, SSM Sports and Entertainment Centre – Parking Solution

The above noted report prepared for the February 21st, 2005 council meeting recommended “That a new Transit terminal be constructed within the existing Transit building at Queen and Huron Streets at an estimated cost of \$490,000.” This Council report was prepared by the CAO with the support of the Planning Director and full support of the Sports & Entertainment Centre Steering Committee with respect to the provision of adequate parking for the facility. The report further states, “Discussions were also held at a staff level between those involved in the arena project and those responsible for public transit operations to determine whether or not the City-owned bus terminal property might be considered as well. As a result of this review, Transit staff have concluded that the relocation of the terminal operations into the existing garage/office operations at Queen and Huron Streets, would be a good move operationally. This would consolidate the two operations into one, thereby saving annual operating costs and providing a better level of service to the public that use the transit system. As a matter of fact, at the suggestion of Councillor Steve Butland, a survey of the usage of the terminal by passengers was conducted and the results are contained in a report from Don Scott, Manager of Transit. Councillor Butland’s memo in this regard is attached.”

A copy of this Council Report is provided in **Appendix 10**.

RE: April 9 2018, Route Optimization

April 9 2018 Route Optimization report requests Council's approval to implement the changes as per the Transit Route Optimization Study as noted above. A recommendation within the report was to explore the possibility of relocating the Terminal to 111 Huron Street.

RE: April 9 2018, Transit Relocation

This second April 9 2018 report to Council presented the results of the Environmental Assessment completed by TULLOCH Engineering recommending against the integration of the 111 Huron Street Transit Facility with the Public Works Facility on Sackville Road.

RE: June 29 2020 Dennis St. Terminal Relocation

This Council report seeks Council's approval to conduct an open house for public consultation to focus on the closing of the Dennis Street Terminal and proposed relocation to 111 Huron Street.

RE: September 14 2020 Request for Proposals – Terminal Relocation EA

This Council report seeks approval to retain TULLOCH Engineering to provide professional services for the completion of a Class Environmental Assessment for the relocation of the Terminal to 111 Huron Street.

2.3 Public Consultation

2.3.1 Publication Notice – Notice of Study Commencement

In order to notify affected/interested residents of the study, a Notice of Study Commencement was published in the Sault Star, provided to local online news agencies, placed on the City's web page, posted within the terminal building and a copy was posted on buses. A direct mailing was provided to addresses within 500m of 111 Huron Street. In addition, notices were mailed (and faxed and emailed as appropriate) to other parties with potential interest: Garden River First Nation, Batchewana First Nation, Métis Nation of Ontario, Sault Ste Marie Region Conservation Authority, EA Coordinator Ministry of the Environment Conservation and Parks, and City Councillors.

2.3.2 Public Consultations and Feedback

Two public information sessions were held virtually to present the problem/opportunity statement, information on the study, the proposed relocation alternative and to gather public feedback. Results of the data gathered to date, including but not limited to ridership data, safety concerns, accessibility concerns, terminal oversight concerns, traffic studies, site layout and economic project funding information was presented to the public.

Eighty-one (81) members of the community attended the two virtual information sessions including but not limited to transit users, business owners, City Councillors and members of various agency stakeholders. Various agency stakeholders included but were not limited to the Downtown Business Association, Station Mall Merchants Association and Algoma Public Health.

Following the presentations, the public had the opportunity to provide comments and concerns. Recognizing the limited venue an on-line information session can provide for feedback, participants were encouraged to contact the presenter or the City directly following the meeting.

The public and Transit staff further had the opportunity to provide comments and concerns through email, telephone or by contacting the consultant. A detailed listing and record of the concerns was compiled.

Based on feedback obtained from the public outreach campaign, data gaps were identified and subsequently addressed. Examples included direct outreach to the Sault Greyhound organization, a request for crime data pertaining to downtown and the preparation and implementation of a transit user ridership survey. The survey of transit users was conducted over a three-day period at the Dennis Street terminal. The results of the survey are detailed below.

As a key stakeholder in the study, City staff and the consultant met with the Downtown Association (DTA) directly to discuss the project. Prior to the meeting the DTA attempted to survey their membership to gauge their opinion. Due to a low response rate, the DTA deemed the survey inconclusive. Accordingly, the results of this survey were not shared with the study team prior to the public information sessions, nor were they subsequently used in this assessment. Following the stakeholder meeting, the DTA initiated a second survey of their membership. The second survey also garnered a low turn out with less than 25% of the membership responding. The results of this second survey are presented in section 2.3.3.

2.3.3 Public Survey Results and Summary of Public Concerns

Ridership Survey

On February 22nd - 24th, 2021 TULLOCH Engineering conducted an in-person survey of transit users at the existing Terminal. An array of questions gauging transit user's knowledge of the project, knowledge of the future initiatives of the City, and opinion of the potential of relocating the terminal were posed. Approximately 80 people participated in the survey.

Participant• were asked which transit routes they traditionally mainly use. Responses were generally evenly distributed amongst all the routes, with a high of 21% of respondents indicating regular use of the Eastside bus route to 9% of respondents using the North Street Bus. The responses received validated the survey by ensuring all transit users and routes were representatively surveyed.

Of particular importance was the question, "Are you aware that starting Spring/Early Summer there will be a second dedicated transfer point at Sault College?". Of the 81 responses, 65%

were unaware that a second transfer hub was being activated. A second transfer hub will provide the ability for riders to transfer routes in the north central part of the City thus potentially reducing their trip length by not having to travel to the downtown. Since this survey City staff have completed a advertising campaign to communicate the changes in advance of the launch date of May 3, 2021 for the Northern Transfer Point on Northern Avenue on the Sault College Campus.

For 37% of the 79 respondents, "Is your usual destination in the Downtown Core?" the answer was no. Per the previous question, the Sault College Transfer Hub is expected to reduce trip duration for these users. Further, albeit unquantifiable, the ability for users to transfer routes uptown could have the effect of reducing trip duration for those traveling to a downtown destination. It may also be concluded that with the implementation of the Sault College Transfer Hub, a decrease in ridership to the downtown Terminal can be expected.

58% of 84 respondents indicated that when visiting the Station Mall, they are inclined to get off the bus at the Terminal and walk to the mall, 30% indicated that their normal route went directly to the mall and the remaining 12% would transfer buses at the terminal and ride to the mall. Similarly, 55% of respondents indicated that when visiting downtown businesses and/or amenities they get off at the nearest stop whereas 43% indicated that they get off at the Terminal and walk to their destination. A reasonable assumption is that the Station Mall is the primary destination of many who visit the downtown, however, no correlation can be inferred between these two questions.

Perhaps the most impactful question posed in the survey is "To what extent would moving the Terminal to 111 Huron Street impact you?" 69% indicated it would have little to no impact on them, 15% said the move would somewhat impact them, 11% indicated that it would create hardship and 5% indicated that they would not take the bus anymore. Comparatively, 69% of respondents indicated they would not avoid the downtown if the terminal were moved to Huron Street.

A few key themes from the responses can be inferred. First, the transit users are largely unaware of the transfer hub at Sault College that is soon to become operational and of its potential benefits in improving trip convenience and decreasing travel time. The second being that the large majority of transit users recognize that a relocation of the terminal would result in a change in their regular transit routine but do not foresee an inconvenience to any large extent. A third and serious

Key Considerations:

Initiate a public outreach and education program of the upcoming Sault College Transfer Hub.

Maintain to the greatest extent feasible the number of transit routes through the Queen Street and Dennis Street intersection.

consideration must be to maintain as many existing routes through the area of Queen Street and Dennis Street as possible to maintain convenience and service levels to the Station Mall and businesses in the immediate area of the terminal.

Downtown Business Association Survey

The second survey conducted by the Downtown Business Association of their 189 members concluded with 44 businesses participating (23.3% response rate). The results as provided by the Association are as follows:

"Two recurring themes based on the feedback (Appendix A) are that the terminal should remain downtown as it is a central location for the City, we don't need another empty lot; and that customers and employees use the terminal to catch bus and or ride pickup from and to their place of business.

At the Downtown Association we strive to address our members concerns, and while the feedback we received leans towards the negative, there are also the members who did not participate that we must represent as well. While not taking a stance on either end we are looking to contribute to the discussion. We also agree that a transit hub in the downtown adds to the vibrancy of the area and by moving it outside the core we are adding another empty lot to a downtown that is working towards bringing more life to the area. We would like to see plans for the use of the space that will be left behind.

Further to our original submission, no visual or actual data has been produced to ease the minds of the public regarding the post build out routing or proposed additional stops and shelters that have been discussed at consultations. Without addressing these concerns, it is difficult to take a stance of support or opposition, but we appreciate that the City has been open to feedback about the project. It would be nice if there were concrete responses to some of

Key Considerations:

Based on a limited response rate, the data suggests a strong desire from downtown merchants to maintain the terminal in its present location due to potential negative impacts to their businesses and/or organizations.

If relocation is to be recommended, provide future route information and ensure additional stops and shelters are added.

If relocation is to be recommended, maintain to the greatest extent feasible the number of transit routes through or very near to the Queen Street and Dennis Street intersection.

Provide a plan for the Dennis Street Terminal site should the terminal be relocated to 111 Huron Street.

these issues that this move brings to not just the downtown but the people who work and visit there as well."

Summary Public Concerns

As provided in section 2.3.2, the public outreach campaign was extensive. Eighty-one (81) persons attended one or both of the virtual public information sessions. Comments and concerns were noted following the presentation and were also received via email and telephone up to the date of the provision of this report. The comments and concerns received have been consolidated by topic and are summarized herein.

Noise

Two specific comments with respect to noise were received. The first was a concern raised by a business owner in the area of 111 Huron Street and the potential impact of additional noise at 111 Huron Street to the business operations within his property. The second comment was shared by a resident of Dennis Street who indicated support for moving the terminal due to the proximity of her residence and those of her neighbour's. Noise and aesthetics are discussed in Section 2.11.

Traffic

Both the capacity of Huron Street and its intersection with Bay Street were questioned by a member of the public. As part of the EA process, a traffic study was completed by a traffic consultant and is referenced elsewhere in this report in Section 2.7.

Emissions and Reducing Greenhouse Gas Emissions

The emissions generated by idling buses and the desire to reduce greenhouse gas emissions (GHG's) was raised by a public organization and members of the public. Please reference Section 2.10 for a discussion of GHG's.

Impact to Downtown Businesses

The large majority of comments received pertained to the potential loss of business and reduction in the vibrancy of the downtown that the re-location of the Transit Terminal could bring. A number of local merchants, business owners and organizations (including but not limited to local merchants, the Soo Greyhound organization, the Downtown Business Association and the Station Mall Merchants Association) raised concerns that any move of the terminal would result in a loss of business and/or negative impacts to their establishment or those that they represent.

Follow-up discussions were held in most situations in an attempt to address the concerns raised. Some of these were successful, however some concerns remain unresolved. Socio Economic Impacts are discussed in Section 2.5.

Reduced Service Levels

Limited feedback and concerns from a ridership perspective were provided with respect to reduced levels of service. One resident in particular was concerned with the ease at which she had access to the terminal (she resided near the Dennis Street Terminal) and the ease of access to all routes that the Dennis Street terminal afforded her. Service Levels are discussed in Section 2.5.1.

Increasing Crime Levels

A business owner near 111 Huron Street expressed his concern with respect to the current crime rates in the area and the potential of additional crime associated with the relocation of the Terminal and its impact on his business. This issue is discussed further in Section 2.5.2.

2.4 Discussion of Alternatives, Impacts and Mitigation Measures

2.4.1 Economic Environment

A Federal Transit infrastructure funding announcement at the Sault Transit bus garage on April 8, 2016 indicated that approximately \$3.4 billion has been made available to municipalities for transit related projects through the federal government's Public Transit Infrastructure Fund (PTIF), with \$1.5 billion allocated to Ontario municipalities. Infrastructure Canada's website indicated "this funding is intended to help accelerate municipal investments to support the rehabilitation of transit systems, new capital projects, and planning and studies for future transit expansion."

It also noted that "eligible investment areas are targeted at meeting immediate public transit priorities that will strengthen communities and grow the economy. Eligible investments include capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including maintenance and storage facilities)"

On March 14th, 2018, Ontario signed an Integrated Bilateral Agreement with the federal government for \$11.8 billion in federal funding under the Investing in Canada Infrastructure Program (ICIP), with \$8.3 billion allocated to Public Transit. The bilateral agreement includes provincial contributions totalling \$7.3 billion supporting transit projects.

The City of Sault Ste. Marie has been allocated \$43,354,392 over eight years (2019-2026) with the City share being \$11,610,622 under the ICIP program. This presents the City with the opportunity to reinvest in Transit Infrastructure and address a number of operational deficiencies and needs.

As part of the three-year investment plan authorized at the May 21, 2019 Council meeting, it was identified that the downtown terminal would be relocated at an estimated cost of \$2 million (with the City share being \$533,000 after ICIP contributions from both the Provincial and Federal

Government). The balance of funding for any recommended improvements to Transit would need to be provided by the City. The City also has the ability to debt finance through the issuance of debentures.

Approximately \$377,000 in maintenance and repairs to the Dennis Street Terminal are required over the next 5 years to ensure an operational facility and it is estimated that the cost to renovate the existing building to address the problem/opportunity to be a minimum of \$295,000 (2020 estimate) with a combined total of \$672,000. Under the ICIP program, approximately \$491,000 would be recoverable with the City's share being \$181,000.

On an annual basis, the Dennis Street Terminal operating costs approximate \$113,114 (2020) for security, utilities, staffing, and maintenance. This is considered nominal, representing approximately 1.25% of the annual transit operating budget. Elimination of the Dennis Street Terminal would result in the reduction of a portion of the ongoing maintenance and repair costs associated with the Dennis Street Terminal. The estimated operational savings (i.e. security and cleaning) and capital cost reductions for 2021 is estimated to be \$30,000 and \$75,000 respectively for a combined estimated savings totalling \$105,000.

The capital costs associated with renovating the Maintenance and Administration Facility at 111 Huron Street total approximately \$2,000,000 of which \$1,460,000 is recoverable through the ICIP funding program and the City's share would thus be \$540,000. The required renovations and site alterations build upon the significant recent investments at the 111 Huron St. location totaling \$1.1 million, including,

- i. A new roof at \$916,439 million, which supports future Solar Panel Infrastructure.
- ii. LED lighting upgrades: \$78,750
- iii. Garage Door Replacement \$50,835
- iv. HVAC Improvements \$45,792

On the basis that the City's share of renovating the 111 Huron Street Site being \$540,000, which would result in an annual operating cost savings of \$113,114 and a reduction in capital upgrade costs to the Dennis Street Terminal of \$75,000 per year, the relocation of the terminal to 111 Huron Street would return the City's investment within 5 years.

Additional revenue could be realized should the City elect to move the terminal to 111 Huron Street and sell off the existing Dennis Street property.

Key Consideration:

The City has previously approved up to \$2 Million to relocate the Downtown Terminal with the City share being \$540,000 after Provincial and Federal government contributions through the ICIP program.

Relocating the terminal to 111 Huron Street is expected to reduce Annual Operating and Capital costs by approximately \$105,000 per year.

A negligible increase in maintenance costs to 111 Huron Street would be incurred.

An approximate 5-year return on the City investment would be achieved should the terminal be relocated to 111 Huron Street, which excludes any potential revenue from a possible divestiture of the Queen/Dennis Street Terminal if this is determined to be an appropriate course of action for the asset.

Repair, maintenance, and renovation costs to the existing Dennis Street terminal to achieve operational functionality total \$671,500, the City's share being approximately \$181,000.

2.4.2 Natural Environment

TULLOCH Environmental, a division of TULLOCH Engineering (TULLOCH), has completed a Natural Heritage Review for both study areas. (The report can be found in **Appendix 6**). It outlines the results of a natural heritage desktop review, on-site habitat assessments, assessments of potential impacts of the relocation options, and recommends mitigation methods to address potential impacts. The report should be reviewed, and recommended mitigation methods followed if construction activity is proposed on the 111 Huron Street site.

Key Consideration:

Recommended environmental impact mitigation methods should be followed if construction activity is proposed on the 111 Huron Street site.

2.4.3 Socio Economic Environment

Transit Service Levels

Of utmost importance to the City of Sault Ste. Marie is to ensure there is no decrease in transit service levels. As noted previously, The Northern Transfer Point was launched May 3, 2021. The intended effect of this transfer hub is to provide most transit users (5 of 7 routes) an alternate location to transfer routes without the need to travel to the downtown, therefore reducing trip duration and increasing convenience.

As a result of the implementation of the Sault College Transfer Hub, it is anticipated a decrease in ridership to the downtown terminal can be expected. Per the ridership survey conducted as part of this study, nearly 40% of transit users normal destination is not downtown. Granted however, this does not necessarily imply that the downtown terminal would see a reduction of 40% of users transferring at the Dennis Street terminal. The reduction of transit users transferring routes at the downtown hub (regardless of location) cannot be ascertained without further ridership data. With the implementation of a passenger counter system which could collect user data such as trip start and end locations, trip duration, destinations etc., the City could analyse and use this data to improve routes, stop locations and continuously monitor the usage statistics and adjust as needed to adapt with changes in usage patterns.

For the 43% of surveyed transit users that indicated (when their destination was downtown), their usual routine was to get off the bus at the Dennis Street terminal and walk to their destination, some of these users would experience a change. However, if routes can be maintained to traverse past the existing terminal location and with a bus stop at this location, there should be no change to the users' route departure point and trip duration. Thus, to mitigate departure locations and trip durations should the terminal be moved to 111 Huron Street, routes should be designed or maintained to traverse past or near to the existing terminal location to the greatest extent operationally efficient including a sheltered stop on Queen Street adjacent to the existing terminal location. Further, due to possible re-routing, all stops in the downtown core west of Bruce Street should be reviewed to ensure maximum operational coverage is achieved.

As noted in previous Council reports and in accordance with the City's Zoning By-law, parking in the rear of the Dennis Street terminal is required for the GFL Centre. This severely limits expansion opportunities for transit at this location. Further, with the requirement for parking at the rear of this building, this may further impact the repurposing of this site should the terminal be moved to 111 Huron Street. The City should initiate a strategic review for the repurposing of the site or divestiture of the asset should relocation of the terminal occur.

For patrons using transit to attend events at the GFL Centre, consideration should be provided to extending the available time for patrons to have access to the main box office

lobby area after an event. This in essence will permit a heated waiting area for those patrons using transit. Furthermore, a review of the location of bus stops on Queen Street west of Bruce Street should occur and complement any changes to routes which may occur as a result of a relocation of the terminal.

In accordance with discussions with City staff, Transit is open to adding additional bus stops or shelters where service demands warrant. Currently 62 stops are located in the greater downtown area and 47 in the immediate core. Continued bus service within the downtown core (26 Buses present every hour) would be maintained.

Key Considerations:

Initiate a study to explore options for the reuse or divestiture of the existing terminal.

Maintain to the greatest extent feasible the number of transit routes through the Queen Street and Dennis Street intersection.

Initiate a study to explore options for the divestiture or reuse of the existing Terminal building/site.

Install passenger counters on each bus to provide key data as to where passengers are getting on and off the bus. The routes should be reviewed and adjusted accordingly utilizing the usage information to continuously improve service delivery to Transit users.

Install a bus stop and shelter on Queen Street adjacent to the existing terminal.

Extend the available time patrons of Sault Greyhound games can wait within the heated area of the GFL Center lobby after games.

Review the location of bus stops on Queen Street west of Bruce Street and relocate/add as deemed appropriate to maintain service levels.

Security, Facility Oversight and Crime

The safety and security of transit users and staff is of upmost importance to The City of Sault Ste. Marie. In 2018, 2019 and 2020 there were 50, 81 and 106 “terminal reports” respectively filed by City staff. The reportable incidents range from the removal of loitering persons to incidents requiring police intervention.

City staff has identified concerns with the lack of facilities and infrastructure (cameras, lighting, etc.) to adequately provide security and facility oversight at the existing terminal. Renovations and upgrades to the existing terminal are possible to address limitations with respect to security infrastructure and staff amenities. The City provides security personnel at the existing terminal in addition to an on-duty inspector who also oversees incidents with “on-bus” operations.

A relocation of the terminal to 111 Huron Street would also require similar upgrades for the addition of security infrastructure. It is anticipated that security personnel would still be required, however, the additional operations and administrative staff at the site is considered beneficial from an oversight and customer assistance perspective. The security personnel would have the added benefit of being able to utilize the staff amenities which exist within the existing building.

As noted in a previous section, a public concern was raised that the relocation of the Terminal would contribute to additional crime in the 111 Huron Street area. The concern cited current on-going issues at the property. In response to this concern, members of the study team contacted the City of Sault Ste. Marie Police Services and were able to obtain the limited data. However, due to privacy matters, and the limitations of data tracking, limited data was provided which was not specific to the Dennis Street Terminal or 111 Huron Street. We do note from the data provided is that the Calls for Service in the downtown (Gore to Pim and from Albert to Bay) was nearly 3.5 times greater than within a 500 metre radius of 111 Huron Street.

2020 has seen a dramatic drop in calls for Police services in both locations, however the proportion of incidents remain relatively the same. It is unknown based on the data we were provided what affects the COVID-19 pandemic has had on these figures. Further, we can draw no conclusion as to the impact that a relocation of the terminal to 111 Huron Street would have on crime rates within the 500m radius identified.

Regardless of the site of the terminal, improved security infrastructure such as improved site lighting, security cameras etc. are required. With respect to the increased terminal oversight 111 Huron Street would provide, this would likely have the positive benefit of discouraging a greater number of “reportable incidents” and, should an incident occur, greater resources would be available to effectively deal with the matter.

Key Consideration:

Greater personal oversight can be provided at the 111 Huron Street location which would have a net benefit on safety and security over that of the Dennis Street Terminal.

Operations and Functionality

Figures SK1 and SK2 in Appendix 3 provide an overview of the interior and exterior layouts of the two alternatives.

The Transit Depot has been at its present location since 1982 and is 44,000 square feet in size. Integrating operations within 111 Huron Street will improve communication amongst management, transit staff and maintenance staff. Mechanics will be available onsite to expedite repairs. In addition, using one location improves efficiencies in terms of travel time for operators on shift change.

As noted on the reference sketches SK1 and SK2, the proposed Huron Street site bus layby area will be approximately 1765 sq.m. as compared to the Dennis Street site with a bus layby area of approximately 821 sq.m. This is approximately 2.15 x larger (or 215%).

The Dennis Street transit terminal building is a single storey wood-framed and masonry building serving as the main station for transit passengers. The building was constructed in 1983 and has a floor area of 204 sq.m (2200 sq. ft). The proposed terminal area within 111 Huron Street would consist of an approximate area of 176 sq.m (1900 sq. ft) and include AODA compliant washrooms, a waiting area and other amenities as determined appropriate during the design phase.

2.4.4 Land Use, Zoning and Official Plan

City of Sault Ste. Marie planning documents were consulted with respect to adherence to the Official Plan, Zoning compliance and compatibility with Downtown initiatives. Both the existing terminal and 111 Huron Street are located within the downtown. The City of Sault Ste. Marie Zoning By-law (2005-150) defines the downtown as,

“The boundaries of Downtown Sault Ste. Marie are described as all properties bounded by or with frontage on:

The north by:

- Wellington Street, including those properties on Bruce Street south of Huron Central Railway

The east by:

- Church Street
- Queen Street
- The easterly property line of the hospital lands

The south by:

- St. Mary's River waterfront

The west by:

- North Street
- Cathcart Street
- Andrew Street
- Albert Street West
- Huron Street

The Dennis Street terminal could be best described as being in the western center of the downtown, whereas 111 Huron Street is situated on the western border of the defined downtown.

TULLOCH Engineering has undertaken a scoped review of the City of Sault Ste. Marie Zoning By-law and has found the following in relation to permitted uses in the M2 zone and the definition/interpretation of the word “adjacent” in relation to Bus Terminal Uses and their adjacency to sensitive receptors (i.e., residences).

M2 Zone Permissions

Zoning By-law 2005-150 (section 14.2.1) allows “Road Transportation and Warehousing” as a permitted use in the M2 zone.

Section 1.81 of the by-law defines “Road Transportation and Warehousing” as including “bus depots” and “Loading, reloading and consolidation centres”. While such terms are not defined, it is my interpretation that these would include permission for a ‘bus terminal’. As such, a bus terminal is permitted in the M2 zone.

Adjacent

The term “Adjacent” was reviewed as it relates to the schedules within the MEA Municipal Class EA to ensure conformance with the selected study process. The City’s Zoning By-law does not define the term “adjacent”. However, section 14.2.2 provides that any structure in the M2 zone must be set back 10m from a residential zone. All other setback provisions are not related to the lot’s ‘adjacency’ to a sensitive land use.

However, policy I.6 in the City’s Official Plan requires the consideration of applicable provincial guidelines in determining setbacks from industrial uses to neighbouring (i.e., adjacent) sensitive uses. Such Guideline (D-6 section 4.1.1) provides for a 70m potential influence area when considering Class I industrial uses in proximity to sensitive uses.

A copy of the review is provided in **Appendix 7**. A copy of the review was further provided to the MECP to aid in their confirmation of the Environmental Assessment process as noted in Sections 1.4 and 1.5.

2.4.5 Vehicular Road Network

The City of Sault Ste. Marie is aware of a number of operational conflicts and challenges with respect to traffic flow and pedestrian conflicts at the Dennis Street Terminal. Due to the rear portion of the site being required and designated as parking for the GFL Centre as required by the City's Zoning By-law, potential modifications to the terminal traffic operations is limited. Additionally, the existing site is restricted in size and would not be able to accommodate a potential increase in the number of buses accessing the site at the same time.

In contrast, the 111 Huron Street site can be designed and configured in such a way to eliminate pedestrian conflict points and will also allow for future expansion. The proposed entrance to the terminal is to the north. Buses would drive into their layby zones and exit in a pull through manner. Exiting of the layby zone would have to occur sequentially. The exit from the site would be located at the wye intersection of Huron Street with Bay Street.

Schedule D of the Official Plan – Transportation, indicates that Queen Street West is an urban collector and Huron Street is an urban arterial road. The Truck Route map in Traffic Bylaw 77-200 indicates that both roads are Class A truck routes, where trucking is permitted 24 hours a day, 7 days a week.

CIMA+ was commissioned by TULLOCH Engineering to provide a traffic operations analysis for the proposed relocation of the Terminal to 111 Huron Street. The analysis was conducted for the two adjacent major intersections and the site entrances.

A copy of the report is provided in **Appendix 8**. In summary, the reports conclusions are as follows:

- From the analysis results, it can be seen that the two major intersections and the two site entrances will operate with overall level of service 'A' or 'B' during both Mid-day peak hour and PM peak hour. With the proposed site developments, the traffic operations are still within an acceptable level of service and reserve capacity. Minimum delay and queuing is indicated at each intersection including the outbound movement from the terminal. The existing and projected traffic volumes are relatively low compared with the capacity of the adjacent one-way street;
- Traffic operations are acceptable with the projected site traffic added onto the road network;
- The existing configuration of the Huron/Bay intersection is somewhat confusing with its ramp-style design.

- Should a redesign of this intersection be considered to a simpler more common T-intersection design, then an average delay of approximately 10 seconds would be inflicted on the SB to EB traffic movement (which currently has no delay).
- Reconfiguration to a normal T-intersection with stop-control would still allow the intersection to operate at a High Level of Service

2.4.6 *Utilities*

Both sites are adequately serviced with the following utilities:

1. Road, sanitary and storm sewers: City of Sault Ste. Marie
2. Water and electricity: Public Utilities Commission (PUC).
3. Telecommunications: Bell Canada and Shaw Cable.
4. Natural gas: Enbridge Union Gas.

2.4.7 *Cultural Environment*

Dennis Street Terminal

Archaeological Policy 2 of the Official Plan notes that 'Archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance'. Accordingly, the site is extensively developed, and an Archaeological assessment would not be required should upgrades be planned to the site.

111 Huron Street

Land use planning requirements for municipalities in Ontario require an assessment of archaeological site potential according to the Provincial Policy Statement. The City conducted a study in 2011 to identify areas of archaeological potential city wide. As a condition of approval, archaeological assessments are required when a project proposed by a municipality that is subject to the Environmental Assessment process falls within an area of archaeological potential.

Based on the 2011 review and as indicated in Schedule E of the Official Plan, and discussions with the City's Planning Department, it was concluded that an Archaeological Assessment is not required.

"Please accept this correspondence as confirmation that current Official Plan Policies do not require an archeological study in support of this Municipal Project.

Archaeological Policy 2 of the Official Plan notes that 'Archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil

disturbance' 111 Huron Street has been intensively and extensively disturbed. The current site has been cleared, graded and paved to house the City's bus barns. Prior to this, the site was occupied by a chromium plant, a heavy industrial use that was operated by Algoma Steel."

Key Consideration:

A relocation to 111 Huron Street would reduce GHG's by approximately 406 tonnes over 10 years and would reduce operational costs by approximately \$66,600 per year.

Continue exploring the use of electric buses within the transit fleet.

2.4.8 Air Emissions

In accordance with MECP requirements, Transit operations at 111 Huron Street has a current Environmental Compliance Approval (ECA) in place to cover emissions and discharges related to air and noise. The City has utilized GHD Canada (formerly Conestoga-Rovers & Associates) to obtain and to renew ECA approvals to date.

Wally Beck, from Transit Consulting Network, was previously engaged in 2017 to provide a review of operations and an assessment of the 111 Huron Street site. An assessment of the current facility requirements and functionality is provided in the aforementioned report, along with an analysis of greenhouse gas emissions (GHG's) due to deadheading. The report concludes, based on 2014 fuel consumption (1,016,105 litres) and total distance travelled (1,817,555 km), fuel efficiency was 55.9 litres/100 kilometers of which 15,123 litres was attributed to the 27,054 km of deadheading, or 1.5% of all diesel fuel consumed. Over a 10-year period, 151,230 litres of fuel would be attributed to deadheading. Based on (2014) fuel consumed, the distance travelled at an average of 40 km/hr travel speed, the carbon dioxide emissions are 40,631 kg annually (~41 tonnes) and 406 tonnes over 10 years assuming no growth. It is further estimated that on an annual basis, deadheading equates to 676 hours of service at a cost of approximately \$66,600 per year.

The current deadhead distance represents 1.5% of the total annual distance travelled by the City's buses. A relocation to 111 Huron Street would eliminate these GHG emissions and deadhead costs.

While still a meaningful reduction, a switch to alternative fuels would have a greater impact in reduction of GHG's. To our knowledge, the City is currently exploring the use of electric buses per Council Report dated March 29th, 2021. Electric bus charging infrastructure

could be accommodated at the 111 Huron Street facility. Providing this infrastructure at the Dennis Street Terminal is limited by space constraints and operationally problematic.

2.4.9 Noise

The existing terminal is located adjacent to residential properties. While beneficial to potential transit users in the immediate vicinity, the residential properties are sensitive receptors with the greatest potential exposure to the facilities noise sources due to proximity and direct line-of-sight exposure.

There is very little residential development in close proximity to the transit facility with the exception of residential units to the west of where a former commercial establishment known as Studio 10 was located at the intersection of Hudson Street and Queen Street West. This building was razed by fire in 2019.

Due to the proximity of the apartment building and former commercial establishment, a noise abatement policy exists that prohibits bus idling on the West side of the vehicle Parking Garage. Since buses pull out for service on this side of the building, departures must be completed within 30 minutes. Another noise abatement policy limits the operation of the welding bench exhaust to the period from 7:00 AM to 7:00 PM.

Since the Transit facility has Environmental Compliance Approvals for both noise and air emissions from the site, it is anticipated that any future expansion of the site can be designed to meet MECP requirements related to air and noise discharges and the existing Environmental Compliance Approvals may be required to be amended accordingly. The noise Abatement action plan in place is considered to have little impact on future expansion of the transit facility.

In discussions with the commercial property owner to the south of the Transit facility, the concern of noise was raised. In particular, with the addition of a terminal transfer station and the idling of buses, noise attenuation should be considered. It is noted that the commercial site now accommodates the Agawa Tour Train station, and the existing railway tracks dissect the two properties.

During the design process, whether that be for relocating the terminal or upgrading of the existing site, the installation of noise attenuation barriers/walls should be considered to address the concern of noise created by the buses. This option was viewed favourably by both the objecting property owner adjacent to 111 Huron Street and the resident in the

Key Consideration:

Install noise attenuation barriers/walls at the chosen site.

area of the existing Dennis Street terminal. The noise attenuation barrier would also provide a visual barrier between the proposed terminal area at 111 Huron Street and the property to the south.

2.4.10 Accessibility Standards

In 2005, the Provincial Government passed the Accessibility for Ontarians with Disabilities Act (AODA) to make Ontario accessible by 2025. The City of Sault Ste Marie has committed to meeting the requirements of the Act by acknowledging and addressing the differing accessibility needs of employees, residents and visitors. The City's Accessibility Plan is a multiyear plan outlining the City's approach to being an accessible and inclusive workplace by preventing and removing barriers and fulfilling its obligations under the AODA.

To do this, the City has committed to comply with the AODA Design of Public Spaces Standards (Accessibility Standards for The Built Environment) when undertaking new construction and redevelopment of public spaces, including locations where the public accesses municipal services.

In 2009, based on a recommendation from the Planning Director, City Council adopted the City of London's Facility Accessibility Design Standards (FADS) for the construction of new municipal facilities or additions to existing buildings. These include standards for entrances, ramps, stairs, elevators, washrooms, parking, lighting, etc. These design standards for municipal buildings are intended to address accessibility for staff and visitors alike.

The Terminal Facility on Queen Street was built to the Ontario Building Code in effect at the time, which did not include today's standards for accessibility. Minimal improvements have been added over time where possible, including curb cuts and accessible parking spaces. However, much of the facility is considered inaccessible. Substantial improvements are needed to meet current standards.

The Transit Bus Depot on Huron Street also does not meet today's accessibility standards. Although the offices are on the main floor, narrow doors and access routes, lack of accessible counter space for Transit and Parking clients and inaccessible washrooms are prevalent. Substantial improvements are needed to meet current standards. Renovation costs are estimated to be in the order of \$295,000.

2.5 Comparison of Alternatives

The following table presents a summary comparison of the two alternatives. The alternatives are evaluated by simple comparison against each other on the various merits presented in the preceding sections.

Table A – Summary Comparison of Alternatives

| Evaluation Criteria | Alternative #1 Do Nothing | Alternative #2 Integrated Facility | Alternative #3 Stay and Upgrade | Rationale |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Economic Environment | | Preferred | | For the (after funding reimbursement) capital cost of \$540,000 to renovate 111 Huron Street, the City can be expected to realize an annual savings of \$105,000 in capital and operational costs and an annual savings of \$66,000 in “dead-heading” costs. |
| Natural Environment | | <i>No Preference</i> | | The Natural Heritage review identified mitigation measures that if followed would adequately address any natural environmental concerns associated with a relocation of the terminal. |
| Transit Service Levels | | | Preferred | Transit service levels to the downtown can be adequately maintained with routes altered and stops added to mitigate potential reduced access to businesses. However, the potential reduction of transit user trips to the downtown area due to the new Northern Transfer Point is unknown. There exist two potential social consequences that cannot be measured or mitigated at this time; i) transit users avoiding the downtown core due to loss of convenience the present terminal location offers and, ii) a potential perceived decrease in the social vibrancy of downtown. |
| Security, Facility Oversight and Crime | This alternative is not considered further since other alternatives are viable to meet the problem/opportunity statement. | Preferred | | Greater oversight can be provided at the 111 Huron Street location which would have a net benefit on safety and security over that of the Dennis Street Terminal. |
| Operations and Functionality | | Preferred | | Integrating operations within 111 Huron Street will improve communication amongst management, transit staff and maintenance staff. Additionally there is available space to accommodate additional buses and electric bus charging infrastructure at 111 Huron Street. |
| Land Compatibility | | <i>No Preference</i> | | Both sites are suitably zoned for their intended use(s). |

| Evaluation Criteria | | Alternative #2 Integrated Facility | Alternative #3 Stay and Upgrade | Rationale |
|---------------------|--|---------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Road Network | | Preferred | | Potential modifications to reduce conflict points and congestion at the existing terminal are limited. Queen Street is designated as an Urban Collector roadway and Huron Street is designated as an Urban Arterial roadway. A traffic study determined there would be no change to the level of service associated with the relocation of the terminal |
| Utilities | | <i>No Preference</i> | | Both sites are adequately serviced to support their functions. See "Operations and Functionality" above with respect to electric bus charging infrastructure. |
| Cultural | | <i>No Preference</i> | | Both sites are extensively disturbed and have no archeological potential remaining |
| Air Emissions | | Preferred | | A reduction in GHG's and fuel usage would occur with a relocation to 111 Huron Street. |
| Noise | | Preferred | | There would be a reduction in the number of adjacent sensitive noise receptors associated with the relocation of the terminal, and the impact of noise to adjacent properties can be mitigated at 111 Huron Street. |
| Accessibility | | <i>No Preference</i> | | Both sites can be renovated to meet current AODA standards |

2.6 Selection of the Preferred Alternative

As presented in the preceding table and sections, relocating the terminal to 111 Huron Street addresses the goals within the problem/opportunity statement. Mitigation measures presented in the following section can be implemented to address most of the concerns raised by the public. However, the benefits of relocating the terminal to 111 Huron Street is moderated by both the yet unknown impacts the Sault College Transfer Hub will have on reducing the number of transit users traveling downtown, and the potential social consequence of transit users avoiding the downtown core due to loss of convenience the present terminal location offers.

Some could argue that a reduction in ridership downtown due to the Sault College Hub would not necessarily have an impact to local businesses. The reason being that the downtown is not the destination of the transit user, and there is thus no original reason or desire to patronage the downtown business or amenities. However, the social economic influence that the downtown exerts on a person's decision on where to regularly shop or do business because of the convenience of the downtowns concentrated area of shopping and amenities cannot be established with any degree of certainty.

Referencing the ridership survey conducted during this EA process, and the subset questions, "To what extent would moving the Terminal to 111 Huron Street impact you?" 69% indicated it would have little to no impact on them, 15% said the move would somewhat impact them, and whereas only 11% indicated that this would create hardship and 5% indicated that they would not take the bus anymore. Comparatively per the final question in the survey of "Would you avoid the downtown if the terminal was moved to 111 Huron Street", 69% of respondents indicated they would not. Based on these results, the social economic impact could be notable.

The relocation of the downtown terminal can be expected to reduce transits overall costs by approximately \$105,000 per year in building and operational costs and another \$66,600 per year in fuel and manhour costs due to deadheading. Including the ICIP funding, with the City's share of costs being an estimated \$533,000 this would equate to a less than 5-year return on investment period.

Provided the recommendations in Section 2.6 are implemented, the majority of environmental impacts associated with the relocation of the Dennis Street terminal to 111 Huron Street can be mitigated. The operational and economic benefits justify relocation. However, the potential decrease of both those patronaging the downtown core due to both the Northern Transfer Point being now operational and due to a relocation the terminal would have away from the centre of the downtown cannot be mitigated and should be considered as a negative effect in the decision making of council.

The recommended alternative is depicted in **Figure 1 in Appendix 9**.

2.7 Environmental Mitigation Recommendations

In support of the conclusions presented in the previous section, the following recommendations are presented.

1. Initiate a public information campaign educating transit users of the upcoming Sault College Transfer hub. **COMPLETE**
2. Maximize the number and/or maintain the existing bus routes to the greatest extent feasible within the immediate area of the existing Dennis Street Terminal.
3. Initiate a study to explore options for the divestiture or reuse of the existing Terminal site.
4. Install passenger counters on each bus to provide key data as to where passengers are getting on and off the bus. The routes should be reviewed and adjusted accordingly utilizing the usage information per stop to improve service delivery to Transit users. **IN PROGRESS**
5. Install a bus stop and shelter on Queen Street adjacent to the existing terminal.
6. Extend the available time patrons of Sault Greyhound games can wait within the heated area of the GFL Center lobby after games.
7. Review the location of bus stops on Queen Street west of Bruce Street and relocate as deemed appropriate to maintain service levels.
8. Install a noise attenuation barrier along the south property line east of the Algoma Steel property at 111 Huron Street.
9. Continue to advance the possibility of switching to an electric bus fleet to reduce green house gas emissions.

2.8 Conclusion of Class EA Process

The presentation of information and subsequent decision of Council concludes the Schedule A+ Class EA process for this project. This report has been prepared for the information of The City of Sault Ste. Marie's Community Development and Enterprise Services Department to assist in their decision making and recommendation to Council. A Schedule A+ Class EA is exempt from Part II of the Environmental Assessment Act, therefore the decision of council is final and if they so choose, the City may proceed with completion of detailed design and construction of the project.

APPENDIX 1

Figures: Study Areas



PROJECT:

**CITY OF SAULT STE. MARIE
BUS TERMINAL RELOCATION**

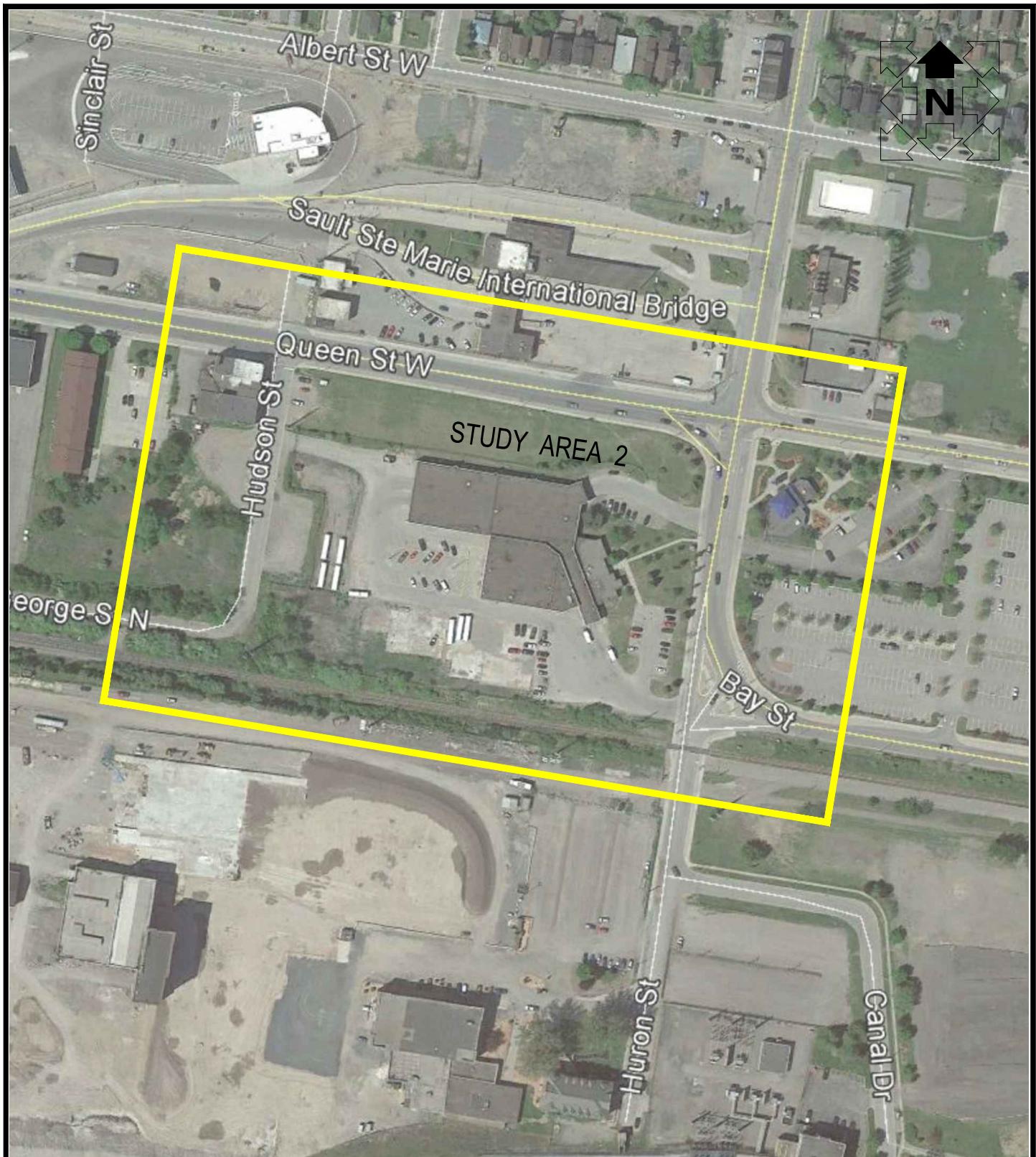
TRANSIT PROJECT ASSESSMENT PROCESS



DRAWING:

FIGURE 1
STUDY AREA 1
Page 149 of 600

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| 0 | FEB. 3, 2021 | JVM | ISSUED FOR REPORT |
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PROJECT:

CITY OF SAULT STE. MARIE BUS TERMINAL RELOCATION TRANSIT PROJECT ASSESSMENT PROCESS



DRAWING:

FIGURE 2
STUDY AREA 2
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APPENDIX 2

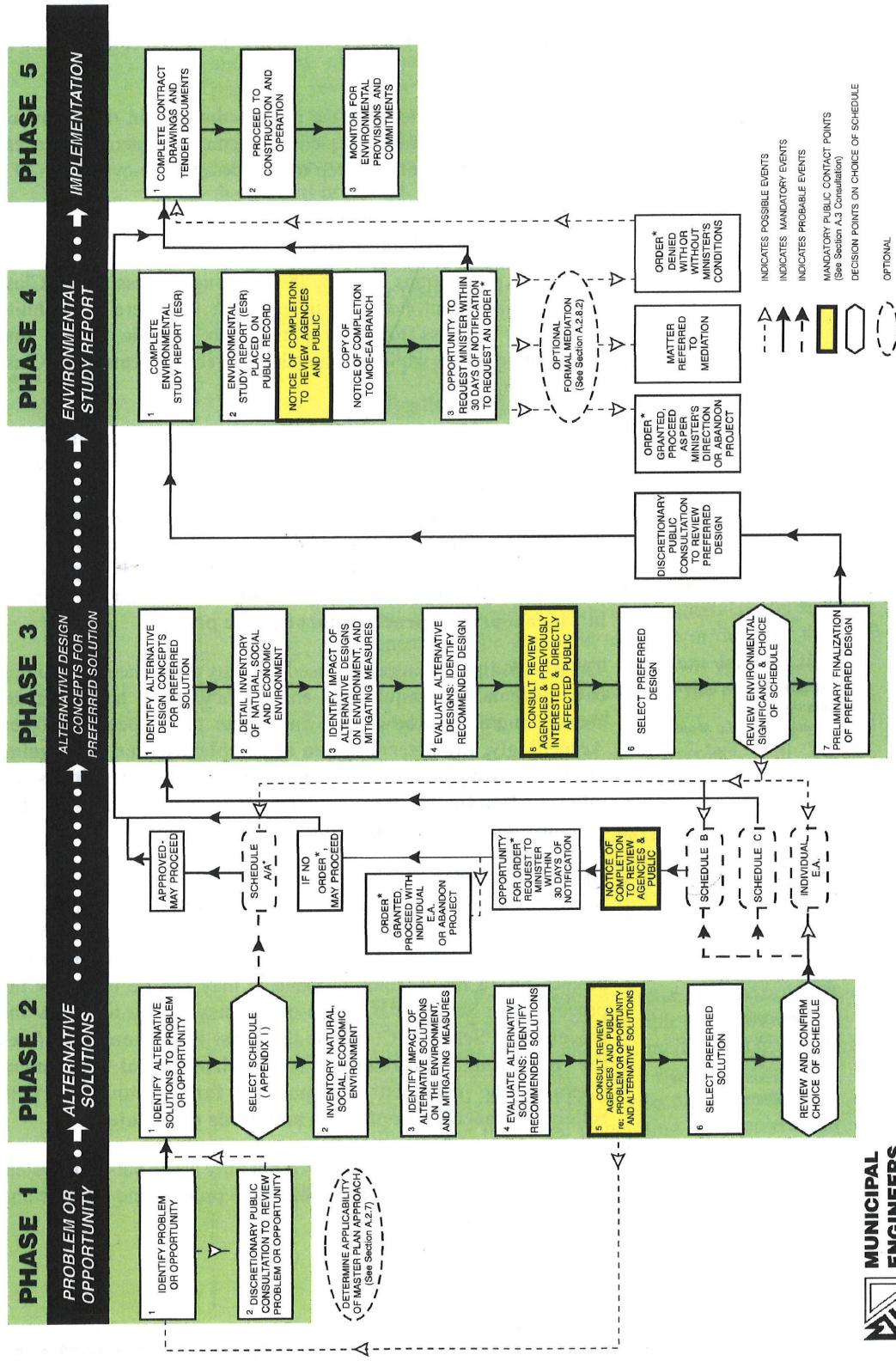
Municipal Engineers Class EA Planning and Design Process Flowchart

EXHIBIT A.2

SUPAL CLASS

MUNICIPAL CLASSE A PLANNING AND DESIGN PROCESS

NOTE: This flow chart is to be read in conjunction with Part A of the Municipal Class EA



PROJECT:

**CITY OF SAULT STE. MARIE
TERMINAL RELOCATION
CLASS ENVIRONMENTAL ASSESSMENT**



DRAWING:

MUNICIPAL CLASS EA PLANNING & DESIGN PROCESS

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APPENDIX 3

Study Alternatives (Figures Sk1 and Sk2)



| | | | |
|------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CITY OF SAULT STE. MARIE MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT | | PROPOSED HURON STREET LOCATION | |
| TULLOCH ENGINEERING | | DRAWING: PROJECT: KTN DESIGNED BY: APPROVED BY: JVM SCALE: 1:500 | |
| | | ISSUED FOR REPORT 20-1531 REVISION No. KTN CHEKED BY: No. DATE BY 0 FEB. 4, 2021 KTN 1 MARCH 22, 2021 KTN ISSUED FOR COUNCIL MEETING | |
| | | ISSUES / REVISIONS PROJECT No.: SK1 DRAWING No.: FEB. 4, 2021 REVISION No. KTN APPROVED BY: JVM DATE: 1:500 | |
| | | LOGO | |



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| CITY OF SAULT STE. MARIE | | MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT | |
| BUS TERMINAL RELOCATION | | EXISTING DENNIS STREET LOCATION | |
| TULLOCH ENGINEERING | | PROJECT: DRAWING: APPROVED BY: DESIGNED BY: DRAWN BY: ISSUED FOR REPORT ISSUED FOR COUNCIL MEETING ISSUES / REVISIONS REVISION No.: DATE: SCALE: | |
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| | | 20-1531 | |
| | | JVM | |
| | | 1:500 | DATE: FEB. 4, 2021 |
| | | ENGINEER'S SEAL | |
| | | | |

APPENDIX 4

Listing of Previous Studies, Report and References

General Reports

1. The Corporation of the City of Sault Ste Marie Asset Management Facility Condition Assessment; April 2014, Morrison Hershfield Ltd.
2. Great Northern Road Corridor Traffic Capacity Improvements; Environmental Study Report, February 2012; Kresin Engineering Corporation.
3. Trans Canada Trail Route Investigation: Sault Ste Marie Cycling Design Study, July 2014, Marshall Macklin Monaghan Limited (MMM) MMM Group
4. City of Sault Ste Marie Official Plan 1996, Amended 2003, City website November 2012
5. Geotechnical Study, City of Sault Ste Marie; The Trow Group, January 1977
6. Municipal Engineers Association: Municipal Class Environmental Assessment, October 2000, as amended in 2007 and 2011.
7. Infrastructure Canada/Public Transit www.infrastructure.gc.ca
8. Transportation Master Plan, January 2015, HDR Inc.

Transit Reports

9. 2012 – 2016 Public Transit Operations Review – Sault Ste. Marie, December 2011, HDR.
10. Comprehensive Transit Operational Review of Existing Services with Ridership Growth Plan and Asset Management Plan, March 2006; iTRANS Consulting Inc.
11. Acoustic Assessment Report, Transit Services Centre, Sault Ste. Marie – June 2009, Conestoga-Rovers & Associates.
12. Roof Condition Report, Transit Facility – April 2007; M.R. Wright & Associates Co. Ltd.
13. Administrative Plan 1992-96 – Sault Ste. Marie Transit, December 1991, IBI Group.
14. Service Plan 1992 - 96, Sault Ste. Marie Transit – December 1991, IBI Group.
15. Sault Ste Marie Transit Maintenance Facility Drawings, February 1981, DelCan Deleuw Cather Canada Ltd.
16. City of Sault Ste. Marie Transit Route Optimization Study, 2018, Transit Consulting Network.
17. Transit Relocation Feasibility Study – Class EA, 2017, TULLOCH Engineering.
18. City of Sault Ste. Marie Council Reports – Various.

APPENDIX 5

Transit Asset Management Plan

A16: Transit Bus Depot, 111 Huron Street

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**

PROPERTY DESCRIPTION

The transit bus depot is a single-storey maintenance and storage garage as well as offices for Sault Ste. Marie Transit. The building has a steel frame clad with a combination of precast concrete, brick masonry and metal cladding. The building was constructed in about 1981. (See Photo A0)
GFA: 44,000

REPORT OVERVIEW

The building is in fair condition, but several replacement and restoration projects have been deferred such that the overall condition is deteriorating.

We identified Priority 1 - Immediate expenditures totaling \$5,000 as follows:

Replace and relocate transformer in bus wash bay

We identified capital recommendations of approximately \$896,333 over the next three years:

- Continue repairs in concrete floors at bus hoist frames
- Replace sealant joints at the exterior
- Replace all overhead doors
- Begin a phased program of roof replacements
- Replace make-up air unit at the body shop
- Replace older make-up air units at the storage garage
- Replace electrical transformers
- Convert all interior, exterior and site lighting to LED fixtures
- Repair sprinkler and fire protection systems as needed
- Resurface parking lot for office staff

PROJECT TEAM

The visual reviews were completed on Wednesday May 22, 2013 by Daniel Martis, P.Eng., as a generalist reviewer. During our review of the building, we were accompanied by Mr. Bob Camirand, who provided access to a sampling of representative areas of the facility, as requested.

Ms. Nina Chau, P.Eng., and Mr. Ken Alexander, CET, of Morrison Hershfield reviewed the report for technical content and for compliance with the contract requirements.

REFERENCE DOCUMENTS/INFORMATION

We reviewed the following documents and selected drawings for general background and to inform ourselves about the layout and intended construction:

- Partial Set of Architectural Drawings, by Delcan Corporation, dated January 1981. Some drawings were illegible
- Partial Set of Structural Drawings, by Delcan Corporation, dated January 1981.
- Partial Set of Mechanical Drawings, by Delcan Corporation, dated January 1981.
- Partial Set of Electrical Drawings, by Delcan Corporation, dated January 1981.
- Plumbing Drawings P1 to P5, by Delcan Corporation, dated February 1981.

Process Piping Drawings PP1 to PP5, by Delcan Corporation, dated February 1981.

This report should be reviewed in conjunction with the Objectives, Terms of Reference, Limitations, and Methodology described in the main body of the report.

The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario

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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | |
|-----|--------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------|----------------|-------------|------------------------------------|----------------------------------------|------------------------------------|
| | ID | Location / Type | Description & History | | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased |
| 1 | STRUCTURE | | | | | | | | | | | | |
| 2 | A10 Foundations | | Cast-in-place concrete foundations are visible at grade. The concrete slab-on-grade floor is concealed by floor finishes at offices, but exposed at the garage areas. At the wash bay, there is an inspection pit below grade. At the mechanic's shop, hydraulic hoists are buried below grade. | Good | 1981 | Repairs to the remaining bus hoist frames may be necessary. We have budgeted an allowance for future repairs. | Repair Allowance | 2 - Restore Functionality | 32 | 100 | 2 | 1 | \$50,000 |
| | | | In general, the foundations were in good condition where reviewed. The exception to this was the steel framing around the perimeter of bus hoist pits in the mechanic's service area, where we understand recent repairs have been completed to reinforce framing that is detaching from adjacent concrete. | | | Structural components are expected to last at least the service life of the building. No major capital expenditures are expected to be required within the term of this report. | | | | | | | |
| 3 | B10 Superstructure | | The building structure is constructed of structural steel beams and columns, with open web steel joists supporting a corrugated metal roof deck. There is also a mezzanine in the mechanic's shop, consisting of structural steel framing supporting hollow core precast concrete floor slabs. The roof structure at the wash bay is hollow core concrete slabs. | Good | 1981 | No major capital expenditures are expected to be required within the term of this report. | | | 32 | 100 | 68 | | |
| | | | The structure was mostly visible in maintenance areas, and concealed in office areas and shop offices below the mezzanine. No evidence of structural distress was noted at areas reviewed, where visible from ground. | | | | | | | | | | |
| 4 | ENVELOPE | | | | | | | | | | | | |
| 5 | Exterior Walls | | | | | | | | | | | | |
| 6 | B2010 Exterior Walls - Brick | Offices | The exterior walls are clad primarily with clad brick masonry supported on concrete foundations. The brick is a veneer in a running bond pattern with soldier courses below windows and near grade. | Fair | 1981 | Brick veneer should be locally repaired immediately to address spalled bricks. Cost of repairs is below study threshold. Consideration should be given to improving water shedding at roof level to avoid further brick deterioration. | | | 32 | 15 | 1 | | |
| | | | At the main pedestrian entrance, there is an area of spalled bricks (See Photo). We knocked off several loose bricks during our site visit. | | | | | | | | | | |
| 7 | B2010 Exterior Walls - Corrugated Metal Cladding | Offices | There is corrugated metal cladding at several areas generally at the office areas (See Photo). At one location, the metal cladding had roofing asphalt splatter. In general, the paint finish was faded, but no corrosion was apparent. | Fair | 1981 | Metal cladding should be periodically painted to maintain its appearance and prevent corrosion. The cost of painting is below study threshold. | | | 32 | 25 | 3 | | |
| | | | Where the lower office roof meets the higher shop roof, the wall face is covered with metal cladding (See Photo). We understand this area has experienced leakage in the past when snow accumulates. | | | Metal cladding at the interface between lower and higher removes may need to be removed and a waterproof layer installed behind. Further investigation would be required, assumed to be at a cost below threshold. | | | | | | | |
| 8 | B2010 Exterior Walls - Precast Concrete | Rear shop areas | The majority of the building is clad with precast concrete panels extending in panels from ground to roof level. The precast has a ribbed profile with sealants at the joints between panels. Where reviewed, the precast concrete was in good condition (See Photo). | Good | 1981 | No major repairs anticipated. The precast concrete cladding should last the life of the building. | | | | | | | |
| 9 | B2010 Exterior Walls - Concrete Masonry | Garage Entrances | The garage entrances have some areas of concrete masonry, typically adjacent to garage doors. At the rear exits on the west elevation, concrete masonry was damaged and missing, likely due to vehicle impact. | Poor | 1981 | Areas of damaged and missing concrete masonry should be repaired. The cost of repairs is below the study threshold. | | | | | | | |
| 10 | B201011 Joint Sealant | Precast Concrete Panels | Sealants are installed between joints in precast concrete panels, as well as around windows and doors. These sealants function as the air and weather barrier. The sealants appear to be original, and are typically split, crazed and failed, with daylight visible through numerous joints from the interior (PHOTOS). | Poor | 1981 | Sealants should be replaced to keep interior spaces dry and air-tight. We have budgeted for replacement in the next year. | Replacement | 3 - Future Renewal | 32 | 15 | 1 | 1 | \$31,000 |



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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | |
|-----|-----------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------|----------------|-------------|------------------------------------|----------------------------------------|------------------------------------|
| | ID | Location / Type | Description & History | | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased |
| 11 | B2020 Exterior Windows | Offices | Windows consist of fixed aluminum frames with insulated glass units. Some operable windows appear to have been more recently installed (See Photo), otherwise the frames and fixed glass appear to be original. The window frames do not appear to be thermally broken. | Good | 1997 | Replace window frames and glass at end of service life. | Replacement | 3 - Future Renewal | 16 | 40 | 8 | 1 | \$43,000 |
| | | | Overall the windows were in good condition, but may have reduced thermal performance. | | | | | | | | | | |
| 12 | B203002 Glazed Doors | Pedestrian Entrances | There is a main pedestrian entrance leading to the offices on the east elevation. The doors are made of hollow metal, with lites of glass, and typically have some corrosion near the bottom (See Photo). The door has a powered operator for accessibility; however the door does not open fully (See Photo). There are also several other doors throughout the building, also made of hollow metal. | Fair | 1981 | Replace doors as needed. Cost of replacement is assumed to be below study threshold. | | | 32 | 30 | 0 | | |
| 13 | B203004 Overhead and Roll-up Doors | Storage Garage, Wash Bay, Mechanic's Shop, Body Shop | There are 4 large overhead doors at the rear of the storage garage that allow busses to exit the garage. A separate single door allows busses to enter the garage (See Photos). There are also 3 other doors allowing access to the wash bay, body shop and mechanic's shop. We understand the doors are original and have been repaired numerous times after being struck by vehicles. | Poor | 1981 | Replace overhead doors to maintain reliability and a weather-tight enclosure. Consideration should be given to high-speed overhead doors at the storage garage. | Replacement | 3 - Future Renewal | 32 | 20 | 2 | 1 | \$60,000 |
| 14 | B203006 Blast Resistant Doors | Paint Storage | The paint storage roof is located off the body shop, and has a blast door to the exterior for safety in an explosion. The blast door was original and had some corrosion and perforation of the metal frame (See Photo). | Poor | 1981 | Blast door should be replaced to address excessive corrosion. Cost of repairs is below study threshold. | | | 32 | 30 | 0 | | |
| 15 | B204004 Exterior Glazing | Offices | There are 3 acrylic dome type skylights over the office space. The skylights appear to be original. One of the skylights appears to have been painted (See Photo). No recent leaks were reported. | Fair | 1981 | Replace skylights at end of service life. | Replacement | 3 - Future Renewal | 32 | 25 | 1 | 1 | \$7,000 |
| 16 | Roofing | | | | | | | | | | | | |
| 17 | B3010 Roof Coverings - Built Up Asphalt | Office Roof | The office roof is a built-up asphalt roof membrane, covered with pea gravel, with modified bitumen membrane flashings (See Photo). We understand the roof was replaced about 8 years ago, although there appears to be an older section near the adjoining roofs, where there is ponding water (See Photo). | Fair | 2005 | Local roof replacement at ponding areas, and installation of tapered insulation beneath membrane would likely reduce the risk of roof leakage. We have not yet budgeted for this activity. Replace roofs at offices at end of service life. New skylights to be double glazed type with aluminum frames. | Replacement | 3 - Future Renewal | 8 | 20 | 12 | 1 | \$71,000 |
| 18 | B3010 Roof Coverings - Coal Tar Pitch | Wash Bay, Shops, Storage Roofs | Roofs at the wash bay, storage garage and over the shop areas are built-up with coal tar pitch and pea gravel. The roofs appear to be original to construction. We understand there have been several areas of recent leaks that have been locally repaired. We noted several areas of ridging, blisters in the roof membrane (See Photos), as well as "blueberries" suggesting an aged roof (See Photo). | Poor | 1981 | Replace original roof membranes to maintain a reliable, weather-proof enclosure. We have phased replacements, and assumed ongoing local repairs would be completed in the interim. | Replacement | 3 - Future Renewal | 32 | 20 | 1 | 3 | \$680,000 |
| 19 | MECHANICAL SYSTEMS | | | | | | | | | | | | |
| 20 | HVAC Systems | | | | | | | | | | | | |
| 21 | D304008 Air Handling Units | Offices | There are two Carrier rooftop heating and cooling units over the offices. The units are rated at 4 tons of cooling each, and appeared to be newer (See Photo). Air distribution is through ductwork buried below the floor slab. | Good | 2006 | Replace rooftop units at end of service life. Consider re-routing ductwork into the ceiling plane to improve occupant comfort. | Replacement | 3 - Future Renewal | 7 | 20 | 13 | 1 | \$22,000 |
| 22 | D304008 Air Handling Units | Maintenance Shop | The body shop area has a large packaged air handler with 2 burner heating cabinet manufactured by ICG. Original Drawings state 640 MBH heating capacity. (See Photo). | Good | 2009 | Replace packaged heating unit at end of service life. | Replacement | 3 - Future Renewal | 4 | 20 | 16 | 1 | \$33,000 |
| 23 | D304008 Air Handling Units | Body Shop | There is a make-up air unit on roof level supplying heat to the body shop area below. The unit is manufactured by Reznor, Model RPV-PAK2, Serial 3AGL104-OC8, and appears to be original (See Photo) | Poor | 1981 | Replace make-up air unit to maintain reliability and improve energy efficiency. | Replacement | 2b - Exceeded Service Life | 32 | 20 | 1 | 1 | \$39,000 |

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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | |
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| | ID | Location / Type | Description & History | | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased |
| 24 | D304008 Air Handling Units | Storage Garage | The drawings indicate there are 2 make-up air units in the ceiling of the storage garage. We were unable to verify the presence of these units, however we have assumed they are in place and original. Drawings indicate they have a heating capacity of 320 MBH. | Not Reviewed | 1981 | If units are original, they are at the end of their service life. We recommend replacement for improved energy efficiency and to maintain reliability. | Replacement | 2b - Exceeded Service Life | 32 | 20 | 1 | 1 | \$32,000 |
| 25 | D302004 Fuel-fired Unit Heaters | Storage Garage, Maintenance Shop, Wash Bay | Space heating at the garage, shop and wash bay is provided by 14 radiant heaters, which we understand were installed about 8 years ago. Based on the original drawings, heating capacities vary from 100,000 to 240,000 Btu. | Good | 2005 | Replace suspended radiant heaters at end of service life. | Replacement | 3 - Future Renewal | 8 | 20 | 12 | 1 | \$77,000 |
| 26 | D303002 Direct Expansion Systems | Mechanic's Lunch Room | There is a window air conditioner installed in the window at the mechanic's lunch room. | Good | 2005 | Replace air conditioner as needed. Cost of replacement is below threshold. | | | 8 | 15 | 1 | | |
| 27 | D304001 Air Distribution, Heating and Cooling | Offices | Rooftop units over the offices space supply air to ductwork buried below the slab-on-grade to diffusers throughout the floor. Occupants reported spacers are frequently too cold in winter, and several reported using space heaters to maintain comfort. | Poor | 1981 | Consideration should be given to routing supply air ductwork through the drop ceiling space. We have provided a preliminary budget for these modifications. | Replacement | 4a - Discretionary Renewal (Efficiency) | 32 | 40 | 1 | 1 | \$53,000 |
| 28 | D304007 Exhaust Systems | Throughout | There are exhaust fans at various locations throughout the building. Some fans are located within the ceiling space, with larger capacity fans located on the roof. Fan capacities range from 200 cfm at washrooms to 6000 cfm at the body shop. Included are tailpipe exhaust systems, and CO detection exhaust systems in the maintenance shop. Most fans appeared to be original. | Fair | 1981 | Replace or rebuild fans as needed on an individual basis as they fail or become unreliable. The cost of as-needed replacement is below study threshold. | | | 32 | 30 | 3 | | |
| 29 | D305005 Electric Heating | Throughout | There are suspended electric unit heaters at various locations throughout the building, typically in washrooms, shop offices and storage areas. Most heaters have a capacity of 1500 - 3000 watts. | Fair | 1981 | Replace heaters as needed. Cost of replacement is below study threshold. | | | 32 | 30 | 3 | | |
| 30 | E1090 Other Equipment | Liquids Storage Room | There is a storage room off the maintenance shop that stores bulk liquids such as motor oil, gear oil, transmission fluid and chassis grease. Assessment of this equipment was beyond the scope of our assessment. | | | | | | | | | | |
| 31 | G3060 Fuel Distribution | Outdoors | There are fuel storage and waste oil storage tanks buried below grade outside the building. We understand the tanks are 45000 litres for diesel fuel, and 4000 litres for waste oil. The tanks were recently replaced. | Good | 2010 | Replace buried tanks at end of service life. | | | 3 | 30 | 27 | | |
| 32 | Plumbing Systems | | | | | | | | | | | | |
| 33 | D202003 Domestic Water Equipment | Mechanical Room, Foreman's Office | Domestic hot water is provided by 2 gas fired water heaters. There is a 3rd electric water heater that serves the mechanic's locker room and lunch room. One is located in the mechanical room near the driver's washrooms, the other is located off the shop foreman's office, near the stores room. Both gas heaters appear to have been more recently replaced. | Good | 2005 | Replace hot water heaters as needed at end of service life. Cost to replace the electric heater is below study threshold. The cost to replace two gas fired heaters is shown. | Replacement | 3 - Future Renewal | 8 | 15 | 7 | 1 | \$10,000 |
| 34 | D202001 Pipes and Fittings | Off Body Shop | Incoming water service is located in a room off the body shop. There is a 3" diameter meter complete with bypass (See Photo), as well as testing equipment which we understand is used to test the municipal water supply. The water meter and all valves appear to be original. | Good | 1981 | Valves should be periodically operated to prevent seizing. No other major expenditures anticipated. | | | | | | | |
| 35 | ELECTRICAL SYSTEMS | | | | | | | | | | | | |
| 36 | D501003 Main Switchboards | Electrical Room | The building electrical service consists of a 600amp, 600 volt main disconnect. This supplies a large 600 volt, 35 circuit panelboard running most larger equipment in the building (See Photo). | Fair | 1981 | Replace main switch and panelboard at end of service life. | Replacement | 3 - Future Renewal | 32 | 40 | 8 | 1 | \$31,000 |
| 37 | D501004 Interior Distribution Transformers | Electrical Room | There is a 150kVA, 600V/120/208V dry-type transformer powering lower voltage loads. The transformer is located in the main electrical room and is original to construction (See Photo). | Fair | 1981 | Replace transformer to maintain reliability and prevent unpredictable failures. | Replacement | 2b - Exceeded Service Life | 32 | 30 | 1 | 1 | \$10,000 |

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Asset Management Facility Condition Assessment
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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | | |
|-----|-----------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------|-------------|------------------------------------|----------------------------------------|------------------------------------|-----------|
| | ID | Location / Type | Description & History | | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased | |
| 38 | D501004 Interior Distribution Transformers | Wash Bay, Body Shop | There is a transformer located in the wash bay that we understand powers the heating cable system buried in the floor slab. The drawings suggest the capacity is 33kVA. The transformer has a bus shelter around it to prevent water damage (See Photo). A separate transformer is located in the body shop for the floor heating system at that location. | | Poor | 1981 | Replace both transformers to maintain reliability and prevent unpredictable failures. We strongly recommend relocating the transformer to the nearby electrical room to reduce electrocution risks. The cost of replacement in its current location is below study threshold. If the wash bay transformer is relocated, costs would likely be higher. | Replacement | 1 - Immediate | 32 | 30 | 1 | 1 | \$7,000 |
| 39 | D501005 Panels | Throughout | There are 5 other 120/208 panelboards located throughout the building for lower voltage loads. All panels appear to be original. | | Fair | 1981 | Replace panelboards at end of life to maintain electrical safety, and to replace components that may become obsolete. | Replacement | 3 - Future Renewal | 32 | 40 | 8 | 1 | \$14,000 |
| 40 | D502002 Lighting Equipment | Offices | Lighting at offices consist mostly of recessed 2-bulb T12 fluorescent fixtures that appear to be original. | | Fair | 1981 | Replace existing T-12 lighting with T-8. Equivalent to a like-for-like replacement. | Replacement | 3 - Future Renewal | 32 | 25 | 1 | 1 | \$7,000 |
| 41 | D502002 Lighting Equipment | Offices | (description above) | | Fair | 1981 | Additional cost to replace with LED fixtures to reduce energy costs. | Upgrade | 4a - Discretionary Renewal (Efficiency) | 32 | 25 | 1 | 1 | \$3,000 |
| 42 | D502002 Lighting Equipment | Storage Garage and Shop | Lighting at the storage garage and maintenance shop is a combination of low pressure sodium, metal halide and fluorescent fixtures. Most fixtures appear to be original, however some fluorescent fixtures have been converted to T8 Fixtures. | | Fair | 1981 | Replace lights like-with-like. | Replacement | 3 - Future Renewal | 32 | 25 | 1 | 1 | \$66,000 |
| 43 | D502002 Lighting Equipment | Storage Garage and Shop | (description above) | | Fair | 1981 | Additional cost to replace with LED fixtures to reduce energy costs. | Upgrade | 4a - Discretionary Renewal (Efficiency) | 32 | 25 | 1 | 1 | \$20,000 |
| 44 | D502002 Lighting Equipment | Exterior | Site lighting consists of a number of high pressure sodium wall packs (See Photo), as well as some pole-mounted luminaires. Pole mounted fixtures appear to have been converted to LED. | | Good | 1981 | Replace lights like-with-like. | Replacement | 3 - Future Renewal | 32 | 30 | 1 | 1 | \$14,000 |
| 45 | D502002 Lighting Equipment | Exterior | (description above) | | Fair | 1981 | Additional cost to replace with LED fixtures to reduce energy costs. | Upgrade | 4a - Discretionary Renewal (Efficiency) | 32 | 30 | 1 | 1 | \$5,000 |
| 46 | D509005 Electrical Heating | Body Shop and Wash Bay | The body shop and wash bay have an electrical heating system, consisting of a mesh of heating cables buried in the floor slab. We understand both systems are functional. We were not aware of the total heating capacity, however given the size both rooms, they are likely 15kW to 20 kW each. | | Fair | 1981 | Replace the in-floor heating system as it fails. Consideration could be given to a gas-fired glycol heating system which may reduce energy costs. | Replacement | 3 - Future Renewal | 32 | 35 | 3 | 1 | \$105,000 |
| 47 | FIRE & LIFE SAFETY SYSTEMS | | | | | | | | | | | | | |
| 48 | D401002 Sprinkler Water Supply Equipment and Piping | Mechanical Room off Body Shop | The main sprinkler distribution header is located in a storage room off the body shop. A Siamese connection is located immediately outside. The system consists of a wet system at heated areas, and dry system at partially heated areas. Valves and devices are monitored by the fire alarm system. The main dry valve appears to be original (See Photo). | | Good | 1981 | System is inspected annually and replacements completed as needed. We recommend carrying a discretionary allowance for periodic replacement of components. | Repair Allowance | 3 - Future Renewal | 32 | 10 | 1 | 1 | \$5,000 |
| 49 | D4013 Dry Sprinkler System | Storage Garage | The storage garage is serviced by a dry sprinkler system. The main dry valve and compressor are located in the mechanical room off the body shop. | | Good | 1981 | System is inspected annually and replacements completed as needed. We recommend carrying a discretionary allowance for periodic replacement of components. | Replacement | 3 - Future Renewal | 32 | 10 | 1 | 1 | \$5,000 |
| 50 | D4090 Other Fire Protection Systems | Interior | There are fire extinguishers located throughout the building. | | Good | 2005 | Replace as needed. Cost of replacement is below study threshold. | | | 8 | 10 | 2 | | |
| 51 | D503001 Fire Alarm Systems | Entrance Lobby | The fire alarm panel and annunciator is located at the main entrance to the offices. The panel is manufactured by GE and appears to have been more recently replaced (See Photo) The panel monitors various devices located throughout the building. | | Good | 2005 | Replace fire alarm panel as it becomes obsolete or unreliable. Devices throughout the building are inspected annually and replaced as needed, at a cost below threshold. | Replacement | 3 - Future Renewal | 8 | 20 | 12 | 1 | \$9,000 |

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Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario

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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | |
|-----|-------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------|----------------|------------------------------------|----------------------------------------|------------------------------------|-----------|
| | ID | Location / Type | Description & History | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased | |
| 52 | SITE | | | | | | | | | | | | |
| 53 | G2030 Pedestrian Paving | Site | Concrete curbs and sidewalks provide pedestrian access from the street and staff parking area. The concrete was generally in good condition (See Photo). | Good | 1981 | Replace concrete as needed. We have provided an allowance for local repairs as needed. | Replacement | 3 - Future Renewal | 32 | 30 | 4 | 1 | \$5,000 |
| 54 | G2020 Parking Lots | Office Staff Parking | Parking for office staff is in a small lot at the southeast corner of the site near Huron Street. There are several areas of potholes, cracking and settlement (See Photo). | Fair | 1981 | Replace asphalt pavement at end of service life. | Replacement | 3 - Future Renewal | 32 | 25 | 1 | 1 | \$29,000 |
| 55 | G2010 Roadways | Bus Garage Entrances | Buses enter the storage garage via a long driveway leading from Huron Street. Most maintenance staff park off this laneway on a loose gravel surface (See Photo). | Good | 1995 | Replace asphalt pavement at end of service life. Consideration should be given to enlarging the driveway to permit staff parking at this area. | Replacement | 3 - Future Renewal | 18 | 25 | 7 | 1 | \$30,000 |
| 56 | G2010 Roadways | Rear Paved Areas | There is a large paved area at the rear of the site serving as the exit from the storage garage. Laneways lead to Hudson Street (See Photo) (which is not used) as well as Huron Street. We have assumed pavement in front of the nearby vacant building also belong to this site (See Photo). | Good | 1981 | Replace pavement at end of service life. Consideration could be given to reducing this paved area, as it appears the majority of it is not used. | Repair Allowance | 3 - Future Renewal | 32 | 30 | 4 | 1 | \$207,000 |
| 57 | G2030 Pedestrian Paving | Interlocking Brick | The main walkway leading to the public entrance is finished in interlocking brick with perimeter concrete edging (See Photo). There is evidence of minor local settlement at the low end of the walkway, near the back of curb. | Good | 2002 | The main walkway leading to the public entrance is finished in interlocking brick with perimeter concrete edging (See Photo). There is evidence of minor local settlement at the low end of the walkway, near the back of curb. | Replacement | 3 - Future Renewal | 11 | 30 | 19 | 1 | \$5,000 |
| 58 | G4020 Site Lighting | Pole-Mounted Fixtures | There are a few poles around the site with 3 streetlight-type high pressure sodium fixtures per pole. | Good | 1983 | Replace site lighting with LED fixtures to reduce energy costs. | Replacement | 4a - Discretionary Renewal (Efficiency) | 30 | 30 | 1 | 1 | \$5,000 |

All quantities are approximate only for capital budgeting purposes, and would require confirmation prior to obtaining any quotes for work.

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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario

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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|--------------------------------------------------|-------------------------|----------------------|-----------|-----------|-----------|-----------|------|------|----------|----------|------|------|----------|-----------|----------|------|------|----------|----------|------|---------|------|-----------|-----------|-----------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$564,667 | \$336,667 | \$331,667 | \$212,000 | \$0 | \$0 | \$40,000 | \$88,000 | \$0 | \$0 | \$10,000 | \$157,000 | \$22,000 | \$0 | \$0 | \$64,000 | \$0 | \$0 | \$5,000 | \$0 | \$307,667 | \$296,667 | \$226,667 | \$0 |
| 1 | STRUCTURE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | A10 Foundations | | | | \$50,000 | | | | | | | | | | | | | | | | | | | | | | |
| 3 | B10 Superstructure | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | ENVELOPE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Exterior Walls | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | B2010 Exterior Walls - Brick | Offices | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | B2010 Exterior Walls - Corrugated Metal Cladding | Offices | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | B2010 Exterior Walls - Precast Concrete | Rear shop areas | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | B2010 Exterior Walls - Concrete Masonry | Garage Entrances | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | B201011 Joint Sealant | Precast Concrete Panels | | | \$31,000 | | | | | | | | | | | | | | | \$31,000 | | | | | | | |

This report should be reviewed in conjunction with the Objectives, Terms of Reference, Limitations, and Methodology included with the full report.
Sault Ste Marie MASTER FILE - FINAL for printing, 4/25/2014



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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-----------------------------------------|------------------------------------------------------|----------------------|-----------|-----------|-----------|-----------|------|------|----------|----------|------|------|----------|-----------|----------|------|----------|----------|----------|------|---------|------|-----------|-----------|-----------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$564,667 | \$336,667 | \$331,667 | \$212,000 | \$0 | \$0 | \$40,000 | \$88,000 | \$0 | \$0 | \$10,000 | \$157,000 | \$22,000 | \$0 | \$0 | \$64,000 | \$0 | \$0 | \$5,000 | \$0 | \$307,667 | \$296,667 | \$226,667 | \$0 |
| 11 | B2020 Exterior Windows | Offices | | | | | | | | | | | | | \$43,000 | | | | | | | | | | | | |
| 12 | B203002 Glazed Doors | Pedestrian Entrances | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | B203004 Overhead and Roll-up Doors | Storage Garage, Wash Bay, Mechanic's Shop, Body Shop | | | \$60,000 | | | | | | | | | | | | | | | | | | | | \$60,000 | | |
| 14 | B203006 Blast Resistant Doors | Paint Storage | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | B204004 Exterior Glazing | Offices | | \$7,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Roofing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | B3010 Roof Coverings - Built Up Asphalt | Office Roof | | | | | | | | | | | | | | | | \$71,000 | | | | | | | | | |
| 18 | B3010 Roof Coverings - Coal Tar Pitch | Wash Bay, Shops, Storage Roofs | | \$226,667 | \$226,667 | \$226,667 | | | | | | | | | | | | | | | | | | \$226,667 | \$226,667 | \$226,667 | |
| 19 | MECHANICAL SYSTEMS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | HVAC Systems | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | D304008 Air Handling Units | Offices | | | | | | | | | | | | | | | | | \$22,000 | | | | | | | | |
| 22 | D304008 Air Handling Units | Maintenance Shop | | | | | | | | | | | | | | | | | | \$33,000 | | | | | | | |
| 23 | D304008 Air Handling Units | Body Shop | | \$39,000 | | | | | | | | | | | | | | | | | | | | \$39,000 | | | |

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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-----------------------------------------------|--------------------------------------------|----------------------|-----------|-----------|-----------|-----------|------|------|----------|----------|------|------|----------|-----------|----------|------|------|----------|------|------|---------|------|-----------|-----------|-----------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$564,667 | \$336,667 | \$331,667 | \$212,000 | \$0 | \$0 | \$40,000 | \$88,000 | \$0 | \$0 | \$10,000 | \$157,000 | \$22,000 | \$0 | \$0 | \$64,000 | \$0 | \$0 | \$5,000 | \$0 | \$307,667 | \$296,667 | \$226,667 | \$0 |
| 24 | D304008 Air Handling Units | Storage Garage | | \$32,000 | | | | | | | | | | | | | | | | | | | | | \$32,000 | | |
| 25 | D302004 Fuel-fired Unit Heaters | Storage Garage, Maintenance Shop, Wash Bay | | | | | | | | | | | | | \$77,000 | | | | | | | | | | | | |
| 26 | D303002 Direct Expansion Systems | Mechanic's Lunch Room | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | D304001 Air Distribution, Heating and Cooling | Offices | | \$53,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | D304007 Exhaust Systems | Throughout | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | D305005 Electric Heating | Throughout | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | E1090 Other Equipment | Liquids Storage Room | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | G3060 Fuel Distribution | Outdoors | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 | Plumbing Systems | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | D202003 Domestic Water Equipment | Mechanical Room, Foreman's Office | | | | | | | | \$10,000 | | | | | | | | | | | | | | \$10,000 | | | |
| 34 | D202001 Pipes and Fittings | Off Body Shop | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | ELECTRICAL SYSTEMS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36 | D501003 Main Switchboards | Electrical Room | | | | | | | | | \$31,000 | | | | | | | | | | | | | | | | |
| 37 | D501004 Interior Distribution Transformers | Electrical Room | | \$10,000 | | | | | | | | | | | | | | | | | | | | | | | |

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Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario

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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-----------------------------------------------------|-------------------------------|----------------------|-----------|-----------|-----------|-----------|------|------|----------|----------|------|------|----------|-----------|----------|---------|------|----------|------|------|---------|------|-----------|-----------|-----------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$564,667 | \$336,667 | \$331,667 | \$212,000 | \$0 | \$0 | \$40,000 | \$88,000 | \$0 | \$0 | \$10,000 | \$157,000 | \$22,000 | \$0 | \$0 | \$64,000 | \$0 | \$0 | \$5,000 | \$0 | \$307,667 | \$296,667 | \$226,667 | \$0 |
| 38 | D501004 Interior Distribution Transformers | Wash Bay, Body Shop | | \$7,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 39 | D501005 Panels | Throughout | | | | | | | | | | | | \$14,000 | | | | | | | | | | | | | |
| 40 | D502002 Lighting Equipment | Offices | | \$7,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 41 | D502002 Lighting Equipment | Offices | | \$3,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 42 | D502002 Lighting Equipment | Storage Garage and Shop | | \$66,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 43 | D502002 Lighting Equipment | Storage Garage and Shop | | \$20,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 44 | D502002 Lighting Equipment | Exterior | | \$14,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 45 | D502002 Lighting Equipment | Exterior | | \$5,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 46 | D509005 Electrical Heating | Body Shop and Wash Bay | | | | | \$105,000 | | | | | | | | | | | | | | | | | | | | |
| 47 | FIRE & LIFE SAFETY SYSTEMS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 48 | D401002 Sprinkler Water Supply Equipment and Piping | Mechanical Room off Body Shop | | \$5,000 | | | | | | | | | | | | \$5,000 | | | | | | | | | \$5,000 | | |
| 49 | D4013 Dry Sprinkler System | Storage Garage | | \$5,000 | | | | | | | | | | | | \$5,000 | | | | | | | | | \$5,000 | | |
| 50 | D4090 Other Fire Protection Systems | Interior | | | | | | | | | | | | | | | | | | | | | | | | | |
| 51 | D503001 Fire Alarm Systems | Entrance Lobby | | | | | | | | | | | | | | | \$9,000 | | | | | | | | | | |

The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario

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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-------------------------|-----------------------|----------------------|-----------|-----------|-----------|-----------|------|------|----------|----------|------|------|----------|-----------|----------|------|------|----------|------|------|---------|---------|-----------|-----------|-----------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$564,667 | \$336,667 | \$331,667 | \$212,000 | \$0 | \$0 | \$40,000 | \$88,000 | \$0 | \$0 | \$10,000 | \$157,000 | \$22,000 | \$0 | \$0 | \$64,000 | \$0 | \$0 | \$5,000 | \$0 | \$307,667 | \$296,667 | \$226,667 | \$0 |
| 52 | SITE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 53 | G2030 Pedestrian Paving | Site | | | | | \$5,000 | | | | | | | | | | | | | | | | | | | | |
| 54 | G2020 Parking Lots | Office Staff Parking | | \$29,000 | | | | | | | | | | | | | | | | | | | | | | | |
| 55 | G2010 Roadways | Bus Garage Entrances | | | | | | | | \$30,000 | | | | | | | | | | | | | | | | | |
| 56 | G2010 Roadways | Rear Paved Areas | | | | | \$207,000 | | | | | | | | | | | | | | | | | | | | |
| 57 | G2030 Pedestrian Paving | Interlocking Brick | | | | | | | | | | | | | | | | | | | | | \$5,000 | | | | |
| 58 | G4020 Site Lighting | Pole-Mounted Fixtures | | | \$5,000 | | | | | | | | | | | | | | | | | | | | | | |

All quantities are approximate only for capital budgeting purposes, and would require confirmation prior to obtaining any quotes for work.

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



A0 Building Overview



B2010a Deteriorating Brick Veneer at Entrance

**The Corporation of the City of Sault Ste. Marie
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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B2010b Corrugated Metal Cladding, Showing Asphalt Staining



B2010c Metal Cladding at Lower to Upper Roof Interface

**The Corporation of the City of Sault Ste. Marie
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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B2020 Typical Window, showing newer operable unit



B3010a Newer Built Up Roof over office with Modified Bitumen Flashings

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B3010a Overview of typical ridging and exposed felts at garage roof



B3010b Ponding Water at Wall to Upper Roof

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B3010b Typical Ridging and Exposed Felts at Garage Roof



B3010c Blueberries, or pockets of roofing pitch suggesting an aged roof

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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B201011 Deteriorated Sealants are Debonded and Crazed.



B203002a Note corrosion at base of entrance door

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B203002b Powered Entrance Door does not open fully



B203004a Overhead Entrance Door

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B203004b Main Garage Entrance Door from Huron Street



B203006 Blast Door from Paint Room

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



B204004 Painted Acrylic Skylight



D2010a Overview of Precast Concrete Cladding

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



D202001 Incoming Water Service



D302004 Typical Newer Radiant Heaters at Storage Garage

**The Corporation of the City of Sault Ste. Marie
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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



D304008-1 Typical Newer Carrier Rooftop unit at Office



D304008-2 Newer ICG Packaged Heating Unit at Maintenance Shop

**The Corporation of the City of Sault Ste. Marie
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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



D304008-3 Original Reznor Makeup Air unit for Body Shop



D309099 Maintenance Shop showing buses on hydraulic hoists

**The Corporation of the City of Sault Ste. Marie
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D401002 Overview of Sprinkler Distribution Equipment



D501003 Main 600Volt Electrical Distribution Board

**The Corporation of the City of Sault Ste. Marie
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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



D501004a 150kVA Transformer in Electrical Room



D501004b 33kVA transformer in bus shelter in wash bay

**The Corporation of the City of Sault Ste. Marie
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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



D502002 High Pressure Sodium Wall Pack Lighting



D503001 Overview of Fire Alarm Panel

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



D509005 Wash Bay with buried Electrical Heating System



G202002 Overview of Concrete Sidewalk

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Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



G202003a Partial view of staff parking, showing potholes and cracking asphalt



G203003b Maintenance staff park on gravel beside entrance drive to garage

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



G203003c Laneway to Hudson Street not used



G203003d Pavements adjacent to neighbouring building assumed to be part of this property

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Bus Depot, 111 Huron Street, Sault Ste. Marie, Ontario**



G203003e - Interlocking Brick at Front Entrance

A17: Transit Terminal Building, 160 Queen Street East

**The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario**

PROPERTY DESCRIPTION

The Transit Terminal Building is a single storey wood-framed and masonry building serving as the main station for transit passengers. The building was constructed in 1983 and has a floor area of 2,200 square feet. See Photo A0.

GFA: 2,200 sq.ft.

REPORT OVERVIEW

The building is in fair condition, but several replacement and restoration projects have been deferred and require immediate attention to avoid further deterioration.

We found no safety concerns requiring immediate expenditures.

We identified capital recommendations of approximately \$68,000 over the next three years:

- Replace building roof
- Replace rooftop heating unit and possibly install air conditioning
- Repair sidewalk areas around the building.

PROJECT TEAM

The visual reviews were completed on Thursday May 23, 2013 by Daniel Martis, P.Eng., as a generalist reviewer. During our review of the building, we were accompanied by Mr. Bob Camirand, who provided access to a sampling of representative areas of the facility, as requested.

Ms. Nina Chau, P.Eng., and Mr. Ken Alexander, C.E.T., of Morrison Hershfield reviewed the report for technical content and for compliance with the contract requirements.

REFERENCE DOCUMENTS/INFORMATION

We reviewed the following documents and selected drawings for general background and to inform ourselves about the layout and intended construction:

- Architectural Drawings A-1 to A-3, by R.V.B. Burgoyne Architect, dated April 1983
- Mechanical Drawings ME-1 and M-2, Electrical Drawing E-2, by J.D. Hubbert Associates, dated March 1983.

This report should be reviewed in conjunction with the Objectives, Terms of Reference, Limitations, and Methodology described in the main body of the report.

The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario

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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | Recommended Budget in 2013 Dollars |
|-----|--------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------|----------------|-------------|------------------------------------|----------------------------------------|------------------------------------|
| | ID | Location / Type | Description & History | | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased |
| 1 | STRUCTURE | | | | | | | | | | | | |
| 2 | A10 Foundations | Building Perimeter | Cast-in-place concrete foundations are visible at grade. The concrete slab-on-grade floor is concealed by floor finishes. At the southeast exterior corner, the foundation wall has spalled and unsupported masonry above has cracked (See Photo). | Good | 1983 | Spalled concrete foundation should be locally repaired to support masonry above at a cost below threshold. Structural components are expected to last at least the service life of the building. No major capital expenditures are expected to be required within the term of this report. | | | 30 | 100 | 70 | | |
| 3 | B10 Superstructure | | The superstructure consists of perimeter walls constructed of concrete block masonry, with a centre line of steel beams and columns. Based on the Drawings, the roof assembly consists of wood joists and a plywood roof deck. No evidence of structural distress was noted. | Good | 1983 | No major capital expenditures are expected to be required within the term of this report. | | | 30 | 100 | 70 | | |
| 4 | ENVELOPE | | | | | | | | | | | | |
| 5 | Exterior Walls | | | | | | | | | | | | |
| 6 | B2010 Exterior Walls - Brick | | The exterior walls are clad primarily with clad brick masonry supported on concrete foundations. The brick is a veneer in a running bond pattern with two rows of soldier courses. Intermittent weep holes at the base of the wall drain incidental moisture. | Good | 1983 | Very minor isolated repairs are required in conjunction with the spalled foundation wall. Cost of repairs is below study threshold. | | | 30 | 20 | 0 | | |
| 7 | B2010 Exterior Walls - Corrugated Metal Cladding | | An overhang extends around the entire building, and is covered with corrugated metal cladding both at the exterior and at the soffits. Soffits are ventilated. The paint finish was faded, but no significant corrosion was noted. | Fair | 1983 | Metal cladding should be periodically painted to maintain its appearance and prevent corrosion. The cost of painting is below study threshold. | | | 30 | 25 | 3 | | |
| 8 | B2020 Exterior Windows | | Windows consist of fixed aluminum frames with insulated glass units. A few units have operable hopper-style windows, which have been removed at the staff room to install an air conditioner. Metal bars have been installed over numerous windows to prevent breakage. At several locations, insulated glass units have been recently replaced, however they appear to be incorrectly installed. Glazing tape and interior gaskets separating glass from frames are missing at several locations (See Photos). | Fair | 1983 | Incorrectly glazed units could break unpredictably. Units should be immediately reglazed using proper materials. Cost of repairs is below study threshold. We have provided a separate budget for eventual window replacement. | Replacement | 3 - Future Renewal | 30 | 40 | 7 | 1 | \$15,000 |
| 9 | B201011 Joint Sealant | | Sealants are installed at incidental joints in the cladding, and at the perimeter of some windows and doors. The sealants were aged but generally intact and have likely been replaced. At the metal cladding, some penetrations were not sealed (See Photo). | Fair | 1983 | Sealants should be installed where missing to maintain a water-tight enclosure. Replace sealants within the next 3 years. The cost of replacement is below study threshold. | | | 30 | 15 | 3 | | |
| 10 | B203002 Glazed Doors | East and West Elevations | Access to the building is through two main entrances on each of the east and west elevations. The doors are newer powered sliding doors activated by a motion sensor. The doors have metal bars over the glass. | Good | 2004 | Replace door and operator at end of service life. | Replacement | 3 - Future Renewal | 9 | 15 | 6 | 1 | \$8,000 |
| 11 | Roofing | | | | | | | | | | | | |
| 12 | B3010 Roof Coverings - Exposed Single-Ply | Main Roof | The building has a flat roof covered with a single-ply, loose-laid EPDM roof membrane. At numerous locations, the seams have debonded and there are penetrations through the membrane (See Photos). Tenting and wrinkling is apparent at the perimeter (See Photo), indicating shrinkage of the membrane. At one of the roof drains, the drain cage is missing and there is organic growth within the drain (See Photo). | Poor | 1983 | The roof membrane is well beyond its normal expected service life. There is a high risk of leakage at any time. The construction of the roof is such that leaks will be difficult to isolate and repair. We recommend immediate replacement with a two-ply modified bitumen roof membrane. | Replacement | 2b - Exceeded Service Life | 30 | 20 | 1 | 1 | \$41,000 |

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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | Recommended Budget in 2013 Dollars |
|-----|---------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|----------------|------------------------------------|----------------------------------------|------------------------------------|------------------------------------|
| | ID | Location / Type | Description & History | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased | |
| 13 | MECHANICAL SYSTEMS | | | | | | | | | | | | |
| 14 | HVAC Systems | | | | | | | | | | | | |
| 15 | D304008 Air Handling Units | Main Roof | Space heating is provided by a gas-fired, forced air rooftop heating unit. There is no provision for cooling. Return air is located in the main space only, and we understand the driver's lounge is stuffy. Original drawings indicate a heating capacity of 150 000 Btu/h. The unit appears to be original, and we understand it is still functioning as intended. | Poor | 1983 | The rooftop furnace unit is operating well beyond its normal expected service life. There is a high risk of failure at any time. We recommend replacement within the next year to maintain reliability. Consideration should be given to installing a cooling coil. Budget provided is for a package rooftop heating unit with separate condenser/ cooling coil. | Replacement | 2b - Exceeded Service Life | 30 | 20 | 1 | 1 | \$11,000 |
| 16 | D303002 Direct Expansion Systems | Drivers Lounge | There is a window-mounted air conditioner in the driver's lounge. | Fair | 1995 | Replace air conditioner as needed. Cost of replacement is below threshold. | | | 18 | 15 | 1 | | |
| 17 | D305001 Unit Ventilators | Main Roof | There is one rooftop mount exhaust fan for the washrooms. | Good | 1983 | We have assumed the fan is functioning as intended. Replace as needed, cost is below threshold. | | | 30 | 30 | 3 | | |
| 18 | Plumbing Systems | | | | | | | | | | | | |
| 19 | D202003 Domestic Water Equipment | Electrical Room | Domestic hot water is provided by a 25 gallon electrically heated tank. The tank appears to have been recently replaced. | Good | 2007 | Replace tank at end of service life. Consideration could be given to install a gas-fired tankless water heater to reduce energy costs. Cost of replacements is below study threshold. | | | 6 | 20 | 14 | | |
| 20 | ELECTRICAL SYSTEMS | | | | | | | | | | | | |
| 21 | D501003 Main Switchboards | Electrical Room | The building has a 200 amp, 120/240V electrical service. The meter, fused disconnect and main panelboard are located in the electrical room and are original. There is a separate 60 amp sub-panel that we understand was added in 2008 to serve the canteen. | Good | 1983 | Replace main panel and disconnect switch at end of service life. | Replacement | 3 - Future Renewal | 30 | 35 | 5 | 1 | \$6,000 |
| 22 | D502002 Lighting Equipment | Interior | Interior lighting consists of recessed 2-bulb fluorescent fixtures. We understand the fixtures were recently converted to T8 bulbs. | Good | 2010 | Replace fixtures with new recessed LED bulbs at end of life. Cost of replacement is below study threshold. | | | 3 | 25 | 22 | | |
| 23 | D502002 Lighting Equipment | Exterior | Exterior lighting consists of what appear to be high pressure sodium fixtures installed within overhanging soffit. Drawings indicated fixtures are 175 watts each. There are also compact fluorescent potlights at each entrance a wall-mounted fixtures at each end of the building. The fixtures appear to be original. | Fair | 1983 | Replace fixtures with LED lighting to reduce energy costs. Cost of replacement is below study threshold. | | | 30 | 30 | 0 | | |
| 24 | FIRE & LIFE SAFETY SYSTEMS | | | | | | | | | | | | |
| 25 | D502002 Lighting Equipment | Emergency Lighting | Emergency Lighting in the form of combined exit signs are located over each entrance. | Good | 1983 | Replace exit lighting with LED bulbs to reduce energy costs. Cost of replacement is below study threshold. | | | 30 | 30 | 0 | | |
| 26 | D403001 Fire Extinguishing Devices | Interior | Dry-type fire extinguishers were provided throughout. | Good | 2005 | Replace individual extinguishers as needed at a cost below threshold. | | | 8 | 30 | 22 | | |
| 27 | D4090 Other Fire Protection Systems | Interior | We were unable to verify the presence of any fire detection devices. | Poor | 1983 | Install battery operated smoke alarms, or hard-wired interconnected smoke alarms for improved fire safety. Cost of installation is below study threshold. | | | 30 | 10 | 0 | | |
| 28 | SITE | | | | | | | | | | | | |
| 29 | G2010 Roadways | Bus Bays | Bus Bays are surfaced in asphalt. Oil stains and minor rutting were noted at most bus bays (See Photo). The site configuration differs significantly than that shown on the Drawings, suggesting it may have been changed since original construction. | Fair | 1996 | Budget to replace asphalt pavements at bus bays. | Replacement | 3 - Future Renewal | 17 | 25 | 8 | 1 | \$109,000 |
| 30 | G201002 Curbs and Gutters | Site | There are curbs at the perimeter of each bus bay. At some locations, curbs are heavily scaled and scraped, likely from snow plow operations (See Photo). | Fair | 1996 | Locally replace heavily deteriorated curbs to maintain their function and appearance. | Replacement | 3 - Future Renewal | 17 | 25 | 8 | 1 | \$6,000 |



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| Row | COMPONENT | | CONDITION ASSESSMENT | | | RECOMMENDATION | | | LIFECYCLE DATA | | | | Recommended Budget in 2013 Dollars |
|-----|-------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------|----------------|------------------------------------|----------------------------------------|------------------------------------|------------------------------------|
| | ID | Location / Type | Description & History | Condition | Actual or Estimated Year of Acquisition | Recommendation | Type | Priority | Age in 2013 | Typical Life Cycle or Repair Cycle | Remaining Life / Time to Major Repairs | Years Over Which Project is Phased | |
| 31 | G2020 Parking Lots | North Parking Lot | The north parking area is surfaced with asphalt pavement. Overall, the pavement was in good condition. | Good | 1996 | Budget to replace asphalt pavements at end of service life. | Replacement | 3 - Future Renewal | 17 | 25 | 8 | 1 | \$49,000 |
| 32 | G2030 Pedestrian Paving | Concrete Pavements | There are numerous concrete pavements around the building that serve as the waiting area for pedestrians. Some locations have been replaced, others are original. | Fair | 1983 | We have budgeted an allowance for periodic replacements to address severe scaling or trip hazards. Allowance is to replace 10% of concrete areas. | Repair Allowance | 3 - Future Renewal | 30 | 30 | 1 | 1 | \$7,000 |
| 33 | G2030 Pedestrian Paving | Interlocking Brick | There are areas of interlocking brick generally located between curbs and sidewalks. | Good | 1991 | Budget for eventual replacement of interlocking. | Replacement | 3 - Future Renewal | 22 | 30 | 8 | 1 | \$11,000 |
| 34 | G4020 Site Lighting | Pole-Mounted Fixtures | There are a few poles around the site with 3 streetlight-type high pressure sodium fixtures per pole. | Good | 1983 | Replace lights like-with-like. | Replacement | 3 - Future Renewal | 30 | 30 | 1 | 1 | \$6,000 |
| 35 | G4020 Site Lighting | Pole-Mounted Fixtures | (description above) | Good | 1983 | Additional cost to replace with LED fixtures to reduce energy costs. | Replacement | 4a - Discretionary Renewal (Efficiency) | 30 | 30 | 1 | 1 | \$3,000 |

All quantities are approximate only for capital budgeting purposes, and would require confirmation prior to obtaining any quotes for work.

The Corporation of the City of Sault Ste. Marie
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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|--------------------------------------------------|--------------------------|----------------------|----------|------|------|------|---------|---------|----------|-----------|------|------|------|----------|------|------|------|------|------|------|------|------|------|----------|------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$68,000 | \$0 | \$0 | \$0 | \$6,000 | \$8,000 | \$15,000 | \$175,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,000 | \$0 | \$0 |
| 1 | STRUCTURE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | A10 Foundations | Building Perimeter | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | B10 Superstructure | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | ENVELOPE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Exterior Walls | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | B2010 Exterior Walls - Brick | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | B2010 Exterior Walls - Corrugated Metal Cladding | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | B2020 Exterior Windows | | | | | | | | | | | | | | \$15,000 | | | | | | | | | | | | |
| 9 | B201011 Joint Sealant | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | B203002 Glazed Doors | East and West Elevations | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Roofing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | B3010 Roof Coverings - Exposed Single-Ply | Main Roof | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|---------------------------------------|--------------------|----------------------|----------|------|------|------|---------|---------|----------|-----------|------|------|------|-----------|------|------|------|------|------|------|------|------|----------|----------|------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$68,000 | \$0 | \$0 | \$0 | \$6,000 | \$8,000 | \$15,000 | \$175,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,000 | \$0 | \$0 | \$0 |
| 13 | MECHANICAL SYSTEMS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | HVAC Systems | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | D304008 Air Handling Units | Main Roof | | \$11,000 | | | | | | | | | | | | | | | | | | | | | \$11,000 | | |
| 16 | D303002 Direct Expansion Systems | Drivers Lounge | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | D305001 Unit Ventilators | Main Roof | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Plumbing Systems | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | D202003 Domestic Water Equipment | Electrical Room | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | ELECTRICAL SYSTEMS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | D501003 Main Switchboards | Electrical Room | | | | | | | \$6,000 | | | | | | | | | | | | | | | | | | |
| 22 | D502002 Lighting Equipment | Interior | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | D502002 Lighting Equipment | Exterior | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | FIRE & LIFE SAFETY SYSTEMS | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | D502002 Lighting Equipment | Emergency Lighting | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | D403001 Fire Extinguishing Devices | Interior | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | D4090 Other Fire Protection Systems | Interior | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | SITE | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | G2010 Roadways | Bus Bays | | | | | | | | | | | | | \$109,000 | | | | | | | | | | | | |
| 30 | G201002 Curbs and Gutters | Site | | | | | | | | | | | | | \$6,000 | | | | | | | | | | | | |

This report should be reviewed in conjunction with the Objectives, Terms of Reference, Limitations, and Methodology included with the full report.
Sault Ste Marie MASTER FILE - FINAL for printing, 4/25/2014



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| Row | COMPONENT | | 25-YEAR CAPITAL PLAN | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|-------------------------|-----------------------|----------------------|----------|---------|---------|------|---------|---------|----------|-----------|----------|------|------|------|------|------|------|------|------|------|------|------|----------|------|------|------|
| | ID | Location / Type | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| | | | \$0 | \$68,000 | \$0 | \$0 | \$0 | \$6,000 | \$8,000 | \$15,000 | \$175,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,000 | \$0 | \$0 | \$0 |
| 31 | G2020 Parking Lots | North Parking Lot | | | | | | | | | \$49,000 | | | | | | | | | | | | | | | | |
| 32 | G2030 Pedestrian Paving | Concrete Pavements | | | \$7,000 | | | | | | | | | | | | | | | | | | | | | | |
| 33 | G2030 Pedestrian Paving | Interlocking Brick | | | | | | | | | | \$11,000 | | | | | | | | | | | | | | | |
| 34 | G4020 Site Lighting | Pole-Mounted Fixtures | | | | \$6,000 | | | | | | | | | | | | | | | | | | | | | |
| 35 | G4020 Site Lighting | Pole-Mounted Fixtures | | | | \$3,000 | | | | | | | | | | | | | | | | | | | | | |

All quantities are approximate only for capital budgeting purposes, and would require confirmation prior to obtaining any quotes for work.

The Corporation of the City of Sault Ste. Marie
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Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario



A0 Overview



A10 Spall in Concrete Foundation

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B2020b Fixed window missing interior glazing gasket



B2020c Fixed window missing exterior glazing tape

The Corporation of the City of Sault Ste. Marie
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Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario



B3010a Debonding EPDM membrane at seams



B3010b Visible penetration through roof membrane

The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario



B3010c Tenting and wrinkling of roof membrane at edges



B3010d Missing drain cover and organic growth at drain

The Corporation of the City of Sault Ste. Marie
Asset Management Facility Condition Assessment
Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario



B201011 Penetration through metal cladding not sealed



D3050 Original rooftop heating unit

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Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario



D303002 Window in drivers lounge with air conditioner



D501003 Electrical distribution equipment

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D502002 Soffit mounted exterior lighting



G202002 Scraped and scaled curbs

The Corporation of the City of Sault Ste. Marie
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Transit Terminal Building, 160 Queen Street East, Sault Ste. Marie, Ontario



G202003 Asphalt at bus bays

APPENDIX 6

Natural Heritage Review – TULLOCH Environmental



Natural Heritage Evaluation Transit Terminal Relocation

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON

Tulloch Project # 201531

25 November 2020

Version 1.0



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

November 25, 2020

Re: Natural Heritage Evaluation for the Proposed Relocation of the Sault Ste. Marie Transit Depot, Sault Ste. Marie, Ontario

To Whom it May Concern,

Tulloch Environmental, a division of Tulloch Engineering Inc ('Tulloch') was retained by the City of Sault Ste. Marie (the 'Proponent') to undertake Natural Heritage Evaluations of three locations considered siting alternatives for a proposed a new transit terminal facility. The three locations addressed in this evaluation are:

1. **The Existing Transit Terminal** (henceforth 'Existing Terminal') located at 160 Queen Street East, Sault Ste. Marie. Proposed work at this location is uncertain but may include the addition of a second story to the existing terminal or a complete terminal replacement; see Figure 1.
2. **The City Transit Services Facility** (henceforth 'Transit Services Facility') located at 111 Hudson Street, Sault Ste. Marie. Proposed work at this location has not been finalized but is likely to include an addition constructed onto the northeast corner of the existing facility; see Figure 2.
3. **A vacant lot located at 89 Hudson Street** (henceforth 'Hudson Street Site'), Sault Ste. Marie. Proposed work would include the construction of a new transit terminal; see Figure 3.

For the purposes of this report, each 'Site' is defined as the lot on which the work is proposed. Areas adjacent the Site are defined as those within 120m (in accordance with the Natural Heritage Reference Manual <https://www.ontario.ca/document/natural-heritage-reference-manual>).

This report has been prepared as an evaluation of Natural Heritage as defined by Section 2.1 of Ontario's Provincial Policy Statement ('PPS'). This evaluation has two parts; (1) a site investigation for the description of existing conditions / assessment of habitat suitability to support Natural Heritage features, and (2) an assessment of impacts on Natural Heritage, including mitigations to avoid or otherwise minimize any foreseen impacts.

1.0 Natural Heritage

Ontario's PPS, issued under Section 3 of the Planning Act, identifies and establishes protections for Natural Heritage features in the province. Section 2.1 of the PPS identifies Natural Heritage features as including:

- Significant Habitat for Threatened and Endangered Species at Risk ('SAR')
- Significant Wetlands
- Significant Coastal Wetlands
- Significant Woodlands
- Significant Valleylands
- Significant Wildlife Habitat ('SWH')
- Significant Areas of Natural and Scientific Interest ('ANSI')
- Fish Habitat

These features are themselves defined by provincial legislation (e.g. the Endangered Species Act), provincial policy documents (e.g. the Ontario Wetland Evaluation System, Significant Wildlife Habitat Technical Guide) or are directly established by the provincial government. The PPS established restrictions on development proposed within, or adjacent, confirmed Natural Heritage features.

The federal government also identifies natural features of conservation concern and establishes protections that apply to provincial developments. Examples include migratory birds (via the Migratory Birds Conservation Act) and fish habitat (via the Fisheries Act). These federal priorities, while not defined as Natural Heritage features, are best assessed in conjunction with provincial Natural Heritage as their identification, evaluation and mitigation are closely related and interconnected.

2.0 Site Investigation

The Site was visited on November 12, 2020. Site investigations were conducted by Kelly Major (Senior Terrestrial Ecologist) and Emelia Myles-Gonzalez (Aquatic Ecologist). The existing conditions of the Site and areas within 120m were described and habitat suitability to support Natural Heritage features was assessed, including candidate habitat for SAR, SWH and fish habitat. Neighbouring private lands were not accessed and were visually assessed based on aerial photographs.

The Site and areas within 120m were searched for aquatic habitat, fish habitat and surface water connectivity to surrounding wetland features.

Project staff qualifications are provided in Attachment I.

3.0 Results

The Site is located within Ecodistrict 5E-1 of Ecoregion 5E. The Site is located in Nesting Zone C4 and has a general nesting period of April 22 to August 27 for open areas according to Environment and Climate Change Canada. Site existing conditions and assessments of Site candidacy to support Natural Heritage features are provided below.

3.1 Existing Conditions

The existing conditions for each of the three Sites are provided below and depicted in Figures 1 and 2.

Existing Terminal

The Existing Terminal is entirely developed, Figure 1. The terminal is a small, single story, flat roofed building (Photos 1 to 3). The remainder of the Site is impermeable paving that includes a parking area, bus bays and outdoor passenger staging areas. The Site is devoid of vegetation save for a single mature ornamental tree. Adjacent areas to the north and east are developed residential lots with detached dwellings, mowed grass lawns and a mix of ornamental and errant trees and shrubs. Adjacent areas to the south and west are developed commercial lands comprised of multi-story buildings and impermeable sidewalks and parking areas. These commercial lots are essentially devoid of vegetation save for low ornamental boulevard trees along Queens Street.

Transit Services Facility

The Transit Services Facility is a large (~2.3ha) site that include a single sprawling, flat roof facility that houses transit administrative staff offices and bus maintenance facilities (Photos 4 to 7). The grounds of the facility are mostly paved and include a mix of staff and bus parking areas. The northeast corner of the Site (the area of proposed work; Photo 4) is a manicured lawn with ornamental trees. Along the north side of the Site is a fence line with errant Balsam Poplar trees (*Populus balsamifera*; Photo 5). The south and west sides of the Site are fringed with errant grasses, low trees of Balsam Polar and White Birch (*Betula papyrifera*), and wildflowers common to disturbed places (i.e. 'weeds' such as mixed goldenrods and asters; Photos 5 and 6). Common Milkweed (*Asclepias syriaca*) was abundant around the periphery of this Site. Areas adjacent this Site include the Canadian Customs building of the Sault Ste. Marie International Bridge to the north, an Ontario Travel Information Center to the east, an abandoned rail bed, commercial lands and a brownfield (former St. Mary's Paper Ltd. mill site) to the south, and a vacant city-owned lot (the Hudson Street Site, below) to the west.

Hudson Street Site

The Hudson Street Site is an approximately 1.0ha lot directly west of the Transit Services Facility (Photos 8 to 11). Formerly a nightclub and apartments, structures on this Site have since been demolished after a fire in 2019. The former building site is now establishing as a short grass lawn (Photo 8). The remainder of the site is a mix of exposed soil, mowed lawn, scattered errant trees (mostly Balsam Poplar), and wildflowers common to disturbed places (Photos 9 and 10). Common Milkweed was abundant along the southern edge of this Site. Areas adjacent this Site include the Canadian Customs building of the Sault Ste. Marie International Bridge to the north, the Transit Services Facility to the east, an abandoned rail bed and a brownfield (former St. Mary's Paper Ltd. mill site) to the south, and a 29-unit apartment building (O.T. Apartments) to the west. A drainage ditch with intermittent standing water also runs along the southern edge of this Site (Photo 11).



Sault Ste. Marie Transit Terminal Relocation

Existing Terminal
Existing Conditions

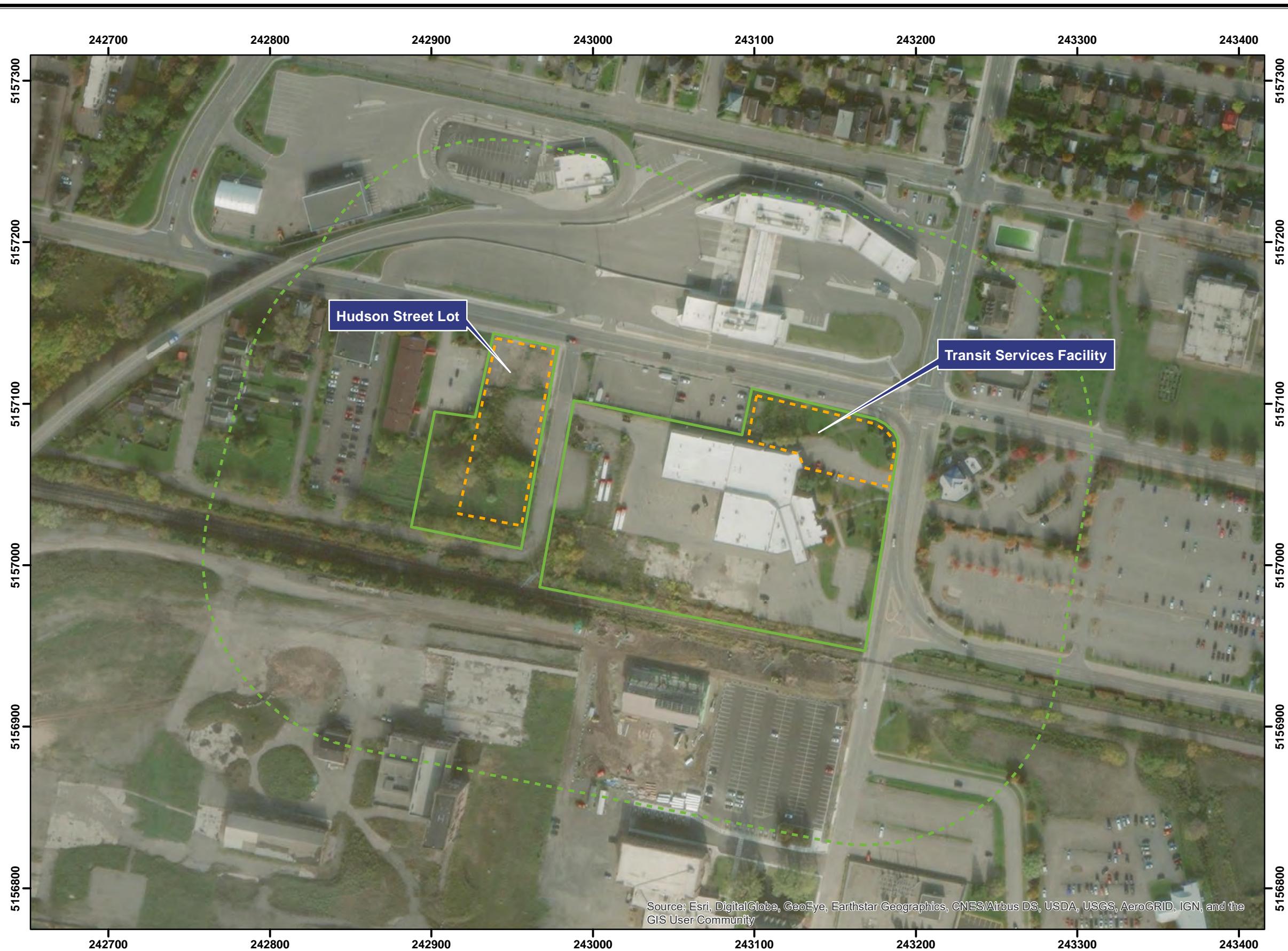
Legend

- Site Alternative (Approx.)
- Adjacent Area (120m)
- Proposed Area of Impact (Approx.)

Figure 1
PROJECT: 201531
DATE: 24/11/2020
SCALE: 1:1,900



TULLOCH
ENVIRONMENTAL



Sault Ste. Marie Transit Terminal Relocation

Transit Services Facility & Hudson St. Lot
Existing Conditions

Legend

- Site Alternative (Approx.)
- Adjacent Area (120m)
- Proposed Area of Impact (Approx.)

Figure 2
PROJECT: 201531

DATE: 24/11/2020
SCALE: 1:2,500



TULLOCH
ENVIRONMENTAL



Photo 1 – Existing transit terminal, bus bays and single ornamental tree.



Photo 2 - Existing transit terminal and parking area.



Photo 3 – Structural overhangs of the existing transit terminal.



Photo 4 – Northeast corner of the Transit Services Facility (most likely area at this Site that is being considered for new terminal).



Photo 5 – Northern edge of the Transit Services Facility (most likely area at this Site that is being considered for new terminal).



Photo 6 – Parking areas and errant grasses at the northwest side of the Transit Services Facility.



Photo 7 – Parking areas and errant grasses at the southwest side of the Transit Services Facility.



Photo 8 – Newly established lawn at the north side of the Hudson Street Site.



Photo 9 – Errant trees and shrubs typical of the south half of the Hudson Street Site.



Photo 10 – Errant trees and shrubs along the southern edge of the Hudson Street Site.

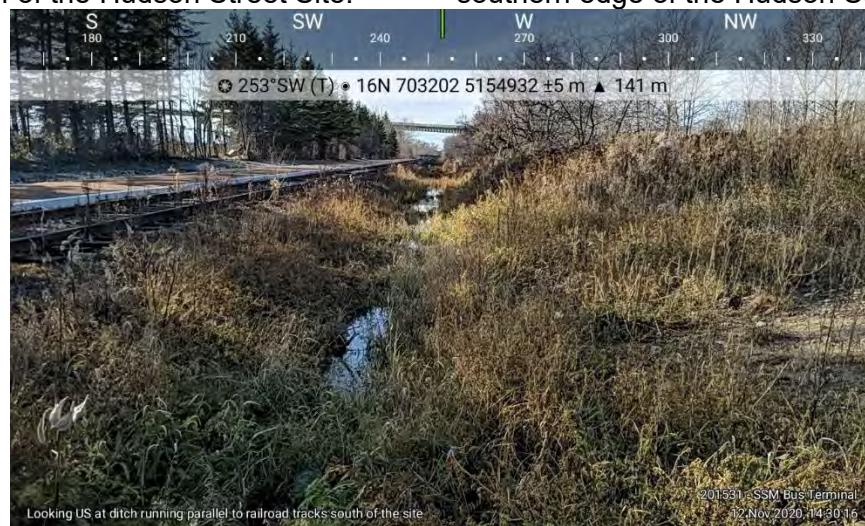


Photo 11 – Drainage ditch with intermittent standing water along the southern edge of the Hudson Street Site.

3.2 Habitat for Threatened and Endangered Species

Threatened and Endangered species are established provincially by Ontario's Endangered Species Act ('ESA'; S.O. 2007, c. 6) based on assessments undertaken by the Committee of the Status of Species at Risk in Ontario (COSSARO). The ESA establishes restrictions for development that could negatively impact these species or their habitat. Species at risk habitat is prescribed by regulations under the ESA, is defined by the Ministry of Natural Resources and Forestry ('MNRF') according to published General Habitat Descriptions, or is otherwise considered "*an area on which the species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding*".

All three sites are cleared, have a long history of development and are surrounded by intensive land uses. Where present, vegetation is sparse and fragmented. These conditions are not conducive to supporting habitat for most Threatened or Endangered species; species associated with naturalised areas can be confidently discounted from these three Sites.

Some SAR species can occupy human structures and structures are present at the Existing Terminal and the Transit Services Facility Sites. Barn Swallow (*Hirundo rustica*; Threatened) will build nests on porous vertical surfaces that are sheltered from the rain (e.g. under structural overhangs or within open buildings); especially when in proximity to waterbodies or wetlands. The Transit Services Facility and the Existing Terminal are not likely to support nesting by Barn Swallow owing to the intensity of land uses in vicinity and the lack of nearby water features. Their exteriors were none-the-less searched for Barn Swallow nests; none were found.

Chimney Swift (*Chaetura peligra*; Threatened) is a species of colonial bird that will nest within large decommissioned mason chimneys or 'chimney like' structures (e.g. bell towers, attic spaces). Colonies of Chimney Swift are known to occur within Sault Ste. Marie. The Existing Terminal is too low of a building to support this species. No suitable habitat was observed from the exterior of the Transit Services Facility or visible from the aerial photographs of the Facility roof.

Little Brown Bat (*Myotis lucifugus*; Endangered) will roost individually or colonially within human structures, and especially within structural voids warmed by the sun (e.g. attic spaces or within hollow walls). They can also roost on vertical services on the outside of buildings such as under overhangs and within building facades. The flat roofs and modern commercial construction of the Existing Terminal and the Transit Services Facility mean that these structures are unlikely to support colonial roosting by Little Brown Bat when compared to older structures with gabled roofs (large attic spaces) and brick construction (hollow walls). None-the-less, the exterior of these structures were search for evidence of entry by bats including gaps and holes with staining by urine, feces or grease; none were found.

The potential for Threatened or Endangered species occurring on / within the Existing Terminal and the Transit Services Facility is considered low. On-site investigations and this evaluation are external only and visual only. Biologists cannot speak conclusively concerning any habitat that could exist within existing structures.

As a best practice, and out of an abundance of caution, the following mitigation is recommended:

- Should any existing structure, or portion of a structure, be subject to demolition, voids within that structure should be searched for evidence of wildlife occupation, including by bird and bat species. Contact a qualified environmental professional should any wildlife be encountered within existing structures.
- Should any existing structure, or portion of a structure, be subject to demolition, workers should remain vigilant for birds or bats that could be on exterior surfaces or exterior crevices. Note that half of Ontario's bat species are Endangered, and they can be difficult to identify to species without professional training. Contact a qualified environmental professional should any wildlife be encountered on existing structures.

3.3 Provincially Significant Wetlands (PSWs) and Coastal Wetlands

Wetland Significance is defined according to criteria established by the Ontario Wetland Evaluation System ('OWES'). Wetland significance is determined by an OWES trained wetland evaluator based specialized studies that evaluate the wetland's social, biological and hydrological importance. The PPS established restrictions on development proposed within, or adjacent, confirmed PSWs.

No wetlands exist within 120m of the three Sites.

3.4 Significant Woodlands

Woodlands are defined according the Ontario Ecological Land Classification ('ELC') system and, according to the Natural Heritage Reference Manual, a woodland is significant if it "*is ecologically important in terms of features such as species composition, age of trees and stand history; functionally important due to its contribution to the broader landscape because of its location, size or due to the amount of forest cover in the planning area; or economically important due to site quality, species composition, or past management history*". Criteria for assessing woodland significance vary across the province.

This feature does not apply to Ecoregion 5E.

3.5 Significant Valleylands

According to the Natural Heritage Reference Manual, valleyland "*means a natural area that occurs in a valley or other landform depression that has water flowing through or standing for some period of the year*" and significant means "*ecologically important in terms of features, functions, representation or amount, and contributing to the quality and diversity of an identifiable geographic area or natural heritage*"

This feature does not apply to Ecoregion 5E.

3.6 Significant Wildlife Habitat (SWH)

The Significant Wildlife Habitat Criteria Schedules for Ecoregion 5E (<https://www.ontario.ca/document/significant-wildlife-habitat-ecoregional-criteria-schedules-ecoregion-6e>) establish criteria for 40 types of candidate SWH as well as methods for determining candidate habitat significance. Broadly speaking, these SWH address seasonal concentrations of animals, rare or specialized habitat, habitat for species of conservation concern and animal movement corridors. The PPS established restrictions on development proposed within, or adjacent, confirmed SWH.

All three sites are cleared, have a long history of development and are surrounded by intensive land uses. Where present, vegetation is sparse and fragmented. These conditions are not conducive to supporting candidate SWH.

Both the Transit Services Facility and the Hudson Street Sites both support abundant quantities of Common Milkweed; the larval host plant for Monarch Butterfly (*Danaus plexippus*; Special Concern). The potential for Monarch Butterfly to be breeding on these sites is considered high. While breeding habitat for Monarch (a species of conservation concern) can, under certain circumstances, qualify as candidate SWH, the anthropogenic nature of these sites disqualifies such candidacy here. None-the-less the following best practice is recommended:

- Should Milkweed be cleared, avoid the Monarch Butterfly active season: May 1 to October 1. Alternatively, if Milkweed must be cleared during this period, search the plants for Monarch adults, larva (caterpillars) or eggs prior to removal. Relocate any Monarch larva or eggs to the nearest safe and suitable Milkweed plants.

3.7 Fish Habitat

Fish habitat is defined by the Fisheries Act (R.S.C., 1985, c. F-14) as “*water frequented by fish and any other areas on which fish depend directly or indirectly to carry out their life processes, including spawning grounds and nursery, rearing, food supply and migration areas*”. The Fisheries Act imposes restrictions on work below the highwater mark of fish habitat or work that could impacts fish habitat.

No fish habitat was found within 120m of any of the three Sites. A drainage ditch with intermittent standing water runs along the south edge of the Hudson Street Site (Photo 11). Although this ditch does not support fish habitat, it is possible that the ditch could drain to fish habitat during spring freshet and other periods of high water. The following best practices are recommended:

- Undertake work on Site during periods of low water when no surface water connectivity exists to areas off-site. Alternatively, if work must be performed when surface water connectivity exists to areas off-site, ensure that an effective erosion and sediment control plan is prepared and implemented prior to the start of work such that all sediments are contained on Site.
- Ensure that an effective spill prevention and response plan is prepared prior to the start of work. Keep this plan on Site along with a Spills Kit to ensure that any accidental release of deleterious substances (e.g. fuels, lubricants, paints, solvents etc.) can be contained and remediated before entering the surrounding environmental. Report spills to the Ontario's Spills Action Centre at 1-866-MOETIPS (663-8477).

3.8 Areas of Natural and Scientific Interest (ANSI)

ANSI are identified as “*land and water containing unique natural landscapes or features. These features have been scientifically identified as having life or earth science values related to protection, scientific study or education.*” (<https://www.ontario.ca/page/ontarios-parks-and-protected-areas>). ANSIs complement provincial parks and conservation reserves by conserving significant features through means other than regulation. The PPS established restrictions on development proposed within, or adjacent, ANSI features.

ANSI are identified and established by the MNRF and their locations are available in the MNRF Natural Heritage Information Center ('NHIC') Natural Heritage web-application. (https://www.gisapplication.lrc.gov.on.ca/mamnh/Index.html?site=MNR_NHLUPS_NaturalHeritage&viewer=NaturalHeritage&locale=en-US).

A query of the NHIC web-application confirmed that none of these three Sites fall within an ANSI.

3.9 Migratory Birds

The Site is located within Nesting Zone C4. Most bird species in this nesting zone are considered migratory and they, their broods and their active nest are protected from harm federally under the Migratory Birds Convention Act (S.C. 1994, c. 22). A full list of protected species is available at <https://www.canada.ca/en/environment-climate-change/services/migratory-birds-legal-protection/list.html>.

All woody vegetation (trees and shrubs) has the potential to support nesting by migratory bird species. This includes horticultural and native species of ornamental or errant origin. The following mitigation is recommended to safeguard migratory birds and their active nests that could be located within vegetation:

- Avoid clearing vegetation during the General Nesting Period for migratory birds; April 10 to August 26 for open areas. Alternatively, if vegetation must be cleared within the nesting period, it should be inspected for active nests no more than 48 hours before clearing and any vegetation found to be supporting an active nest must be retained until the species vacates on its own accord.

Several migratory bird species can occupy human structures including Eastern Phoebe (*Sayornis phoebe*) and American Robin (*Turdus migratorius*). Some non-migratory and unprotected bird species will also occupy human structures (e.g. European Starling, *Sturnus vulgaris* and Rock Pigeon, *Columba livia*). The following mitigation is recommended to safeguard migratory birds and their active nests should they occur within existing buildings:

- Avoid demolishing structures, or portions of structures, during the General Nesting Period for migratory birds; April 10 to August 26 for open areas. Alternatively, if a structure must be demolished within the General Nesting Period, it should be inspected for active nesting no more than 48 hours before the start of work. Contact a qualified environmental professional if birds are found to be nesting within a structure that is to be demolished.

3.10 Summary

Existing conditions at each Site are summarised in Figures 1 and 2. Site suitability to support Natural Heritage is summarised in Table 2.

Table 1 – Summary of Natural Heritage associate with the Site and areas within 120m.

| Feature | Potential Presence | Anticipated Impacts |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fish Habitat | Absent | None. |
| | | Best practices are provided should work be undertaken near site drainage during periods of high water. |
| Threatened and Endangered Species | Low: - Existing Terminal - Transit Services Facility Absent: - Hudson Street Site | None. Barn Swallow, Chimney Swift and Little Brown Bat can occupy human structures. The age or style of the Existing Terminal and Transit Services Facility suggest they are at low risk of occupancy. Best practices are also provided should any of these species be encountered. |
| Significant Wetlands | Absent | None. |
| Significant Woodlands | None | None. |
| Significant Valleylands | None | None. |
| Significant Wildlife Habitat | Absent | None. Milkweed at the Transit Services Facility and the Hudson Street site can support Monarch Butterfly reproduction. This does not qualify as SWH and are not protected as such. Best practices are none-the-less provided to safeguard Monarch. |
| ANSI | Absent | None. |
| Migratory Bird Habitat | High: - Transit Services Facility - Hudson Street Site Moderate: - Existing Terminal | None. Migratory bird species can nest in trees and shrubs as well as on / within human structures. Mitigations are provided to safeguard migratory birds should activities be undertaken that could result in harm. |

Potentials to occur are classified by the following criteria:

None = Feature is not applicable to this Site.

Absent = Feature was confirmed to be absent from the Site at the time of assessment.

Low = Habitat does not appear suitable to support this feature.

Moderate = Habitat appears suitable to support this feature, but the presence of this feature within that habitat is unlikely.

High = Habitat appears suitable to support this feature, and the presence of this feature within that habitat is likely.

Confirmed = Feature was confirmed present.

4.0 Closing

Tulloch was retained by the City of Sault Ste. Marie to undertake Natural Heritage Evaluations of three siting alternatives for a proposed new transit terminal facility; the Existing Terminal (160 Queen Street East), the City Transit Services Facility (111 Hudson Street) and a vacant lot (located at 89 Hudson Street). This report has been prepared as an evaluation of Natural Heritage as defined by Section 2.1 of Ontario's Provincial Policy Statement. The findings of this evaluation are summarised in Table 2.

We the undersigned are pleased to provide this report as a record of our services and findings. Please know that all conclusions in this report reflect observations made at the Sites as of the time of Site investigations. Habitat changes over time which can change its suitability to support Natural Heritage features. Environmental legislation and regulatory policies / procedures are also prone to change.

If you have any questions or if we can be of further assistance in this matter, please do not hesitate to contact us.

Sincerely,

Tulloch Environmental, a division of Tulloch Engineering



Kelly Major, M.Sc. EP
Senior Terrestrial Ecologist
Certified Environmental Professional

List of Attachments:

Attachment I – Qualifications of Project Team

Attachment I

Qualifications of Project Team

PROJECT TEAM



Kelly Major, M.Sc. EP is a Senior Terrestrial Ecologist and certified Environmental Professional (EP) at Tulloch Engineering. Mr. Major has worked as a biologist throughout Ontario for nine years in consulting, government and academic sectors. His areas of specialization include species at risk, environmental assessment, wetland evaluation and GIS mapping. As an academic, Mr. Major has acted as principal investigator for studies in community ecology, plant invasion and silviculture. His research has been peer-reviewed and published. With the Ministry of Natural Resources and Forestry (MNRF), he surveyed wildlife biodiversity across the province and co-authored technical guides forecasting boreal forest succession. As a consultant, Mr. Major now leads habitat assessments, species-at-risk surveys and environmental impact assessments. He acts as GIS Specialist for Tulloch's environmental group, he has served as expert witness for LPAT tribunal, and is recognized by the MNRF as formally trained in the Ontario Ecological Land Classification System, the Ontario Wetland Evaluation System and Ontario reptile and amphibian survey. Mr. Major is recognized by the Ontario Ministry of Transportation (MTO) as RAQS certified in the Natural Sciences.



Emelia Myles-Gonzalez, M.Sc. is an Aquatic Biologist for TULLOCH Engineering. She has extensive knowledge of aquatic habitats and ecosystems. She has worked as an aquatic biologist at Tulloch for two years, and previously worked in academic sectors. Emelia's focus is on aquatic habitat assessments, cause-effect monitoring, community composition assessments and environmental baseline and contaminant monitoring. Emelia has excellent oral and written communication skills, preparing reports, scientific papers, permit and grant applications, and presenting at numerous international conferences. She has experience collecting, organizing and reporting on data from water, soil and sediment quality measurements, habitat assessments, fisheries/macroinvertebrate collections and environmental impact assessments. Emelia has played an integral role in study design, sample collection, statistical analyses, interpretation and reporting on numerous projects. Emelia has acted as a principle investigator on projects involving the Department of Fisheries and Oceans and the Great Lakes Fisheries Commission.

APPENDIX 7

Scoped Zoning By-law Review – TULLOCH Engineering

M E M O R A N D U M

Wednesday, February 10, 2021

To: Project File
From: Kevin Jarus, M.Pl., MCIP., RPP.
Re: 201531 City of Sault Ste. Marie Scoped Zoning Review

As requested, the Author has undertaken a scoped review of the City of Sault Ste. Marie zoning by-law and has found the following, in relation to permitted uses in the M2 zone and the definition/interpretation of the word “adjacent” in relation to Bus Terminal Uses and their adjacency to sensitive receptors (i.e. residences).

M2 Zone Permissions

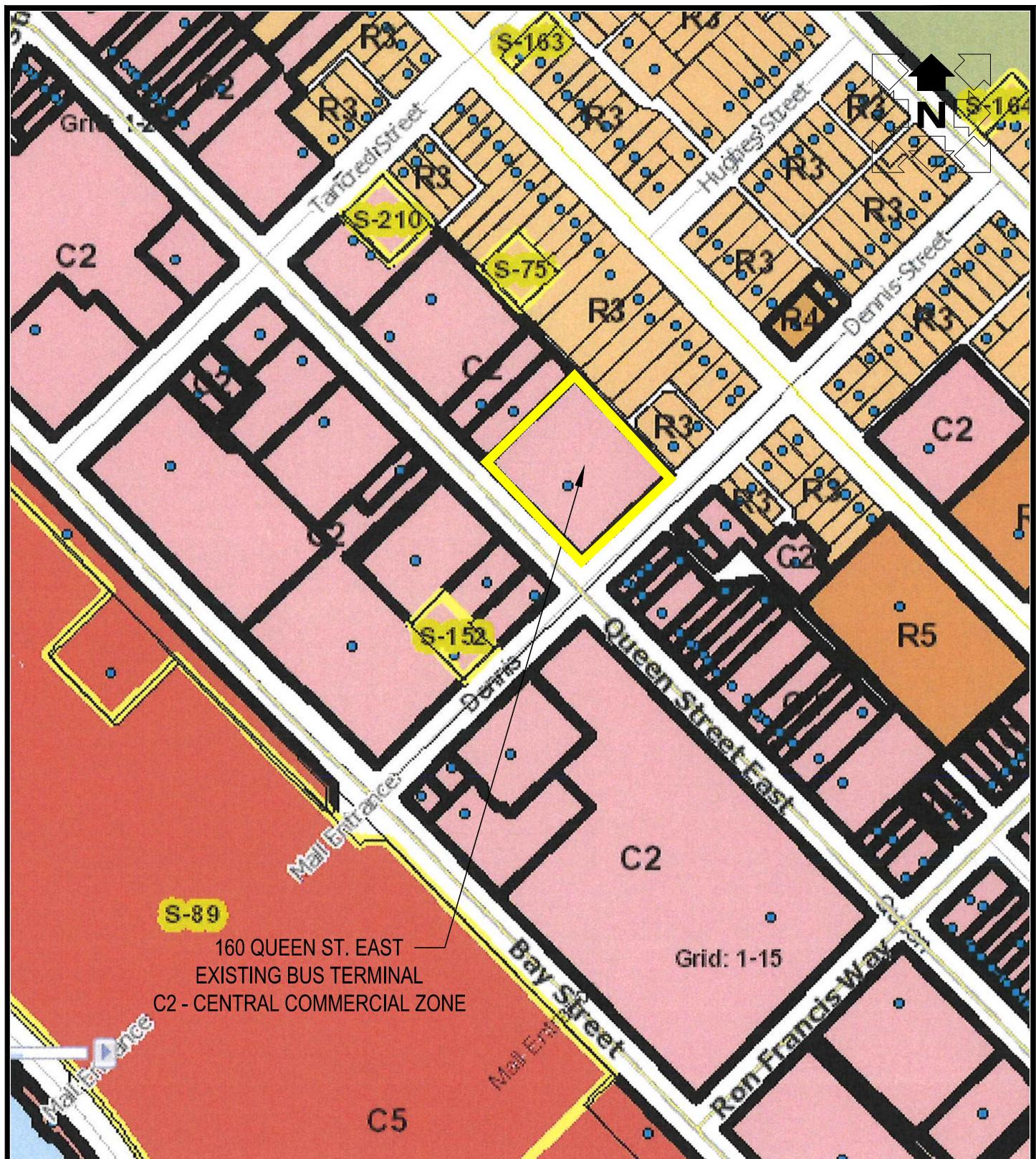
Zoning By-law 2005-150 (section 14.2.1) allows “Road Transportation and Warehousing” as a permitted use in the M2 zone

Section 1.81 of the by-law defines “Road Transportation and Warehousing” as including “bus depots” and “Loading, reloading and consolidation centres”. While such terms are not defined, it is my interpretation that these would include permission for a ‘bus terminal’. As such, a bus terminal is permitted in the M2 zone.

Adjacent

The City’s zoning by-law does not define the term “adjacent”. However, section 14.2.2 provides that any structure in the M2 zone must be set back 10m from a residential zone. All other setback provisions are not related to the lot’s ‘adjacency’ to a sensitive land use.

However, the policy I.6 City’s official plan requires the consideration of applicable provincial guidelines in determining setbacks from industrial uses to neighbouring (i.e. adjacent) sensitive uses. Such Guideline (D-6 section 4.1.1) provides for a 70m potential influence area when considering Class I industrial uses in proximity to sensitive uses.



PROJECT:
CITY OF SAULT STE. MARIE
BUS TERMINAL RELOCATION
TRANSIT PROJECT ASSESSMENT PROCESS

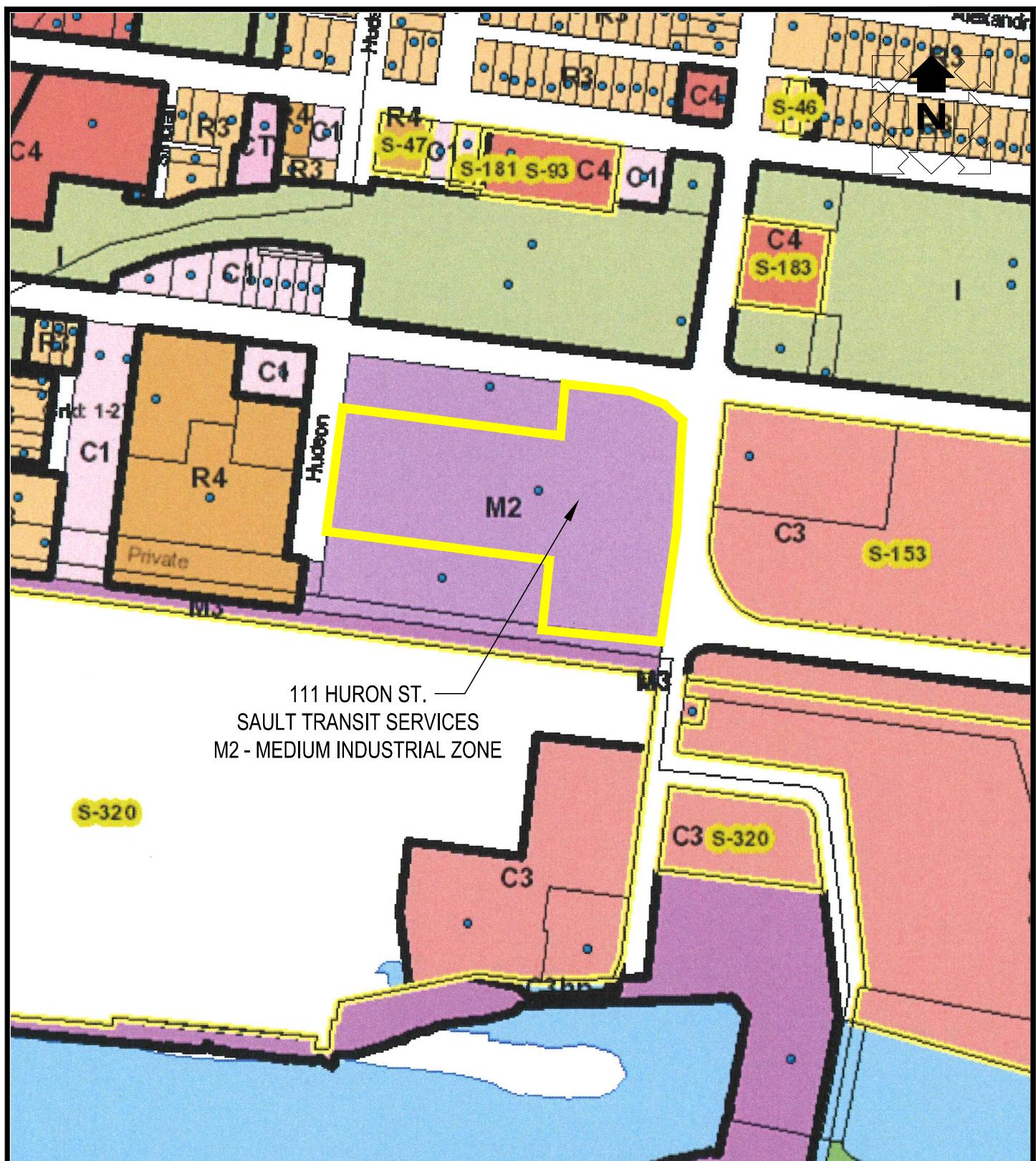


DRAWING:

FIGURE 3

LAND USE ZONING - 160 QUEEN ST. EAST
 Page 226 of 600

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| KTN | JVM | 20-1531 |
| DESIGNED BY: | APPROVED BY: | DRAWING No. |
| SCALE: | DATE: | REVISION No. |
| N.T.S. | FEB. 3, 2021 | Fig 3 0 |



PROJECT:
CITY OF SAULT STE. MARIE
BUS TERMINAL RELOCATION
TRANSIT PROJECT ASSESSMENT PROCESS



DRAWING:

FIGURE 4

LAND USE ZONING - 111 HURON STREET
Page 227 of 600

| | | |
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| | | REVISION No. |
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APPENDIX 8

Traffic Operational Analysis – CIMA+

January 7, 2021

TULLOCH Engineering Inc.
71 Black Road – Unit 8
Sault Ste. Marie, ON P6B 0A3

Attention: **Marc Pilon, P.Eng.**
Project Manager

RE: **SAULT STE. MARIE BUS TERMINAL RELOCATION**
Operational Assessment

Dear Marc:

As requested, CIMA+ has reviewed the proposed bus terminal relocation site in relation to the adjacent road network. A traffic operations analysis was conducted for the two adjacent major intersections and the site entrances. The details of the study are as below.

1 UNDERSTANDING

TULLOCH Engineering is working on a Municipal Class EA for the proposed relocation of the Sault Ste. Marie Bus Terminal. The alternative preferred by the City would relocate the existing bus terminal from 160 Queen Street to the existing Transit Depot at 111 Huron Street.

2 SITE CONCEPT REVIEW

CIMA+ received the site concept plan as shown in Figure 1.



Figure 1: Site Concept

3 EXISTING TRAFFIC VOLUMES

The City provided traffic turning movement counts at the intersections of Huron Street at Queen Street West and Bay Street West at Huron Street. Considered to reflect existing conditions, the traffic count details are shown in Table 1.

Table 1: Turning Movement Counts

| Intersections | Date of Count | Time Period |
|--------------------------------|---------------------|--------------------------------|
| Huron Street at Queen Street W | Wed. Sept. 20, 2017 | 10:00am-18:00pm |
| Bay Street W at Huron Street | Fri. Nov. 27, 2020 | 8:00am-9:00am, 11:00am-18:00pm |



The counts show that at the Bay Street West/Huron Street intersection, the following hourly vehicle entry volumes are shown:

- AM peak - 266
- Mid-day peak - 403
- PM peak - 400

These counts show the mid-day peak hour and PM peak hour to have the largest volume. In addition, morning peak hour traffic counts at the intersection of Huron Street and Queen Street West were not available.

Therefore, the analysis continued for the mid-day and PM peak hours to reflect a worst case scenario. The existing Mid-day and PM peak hour traffic turning volumes are shown in Figure 2.

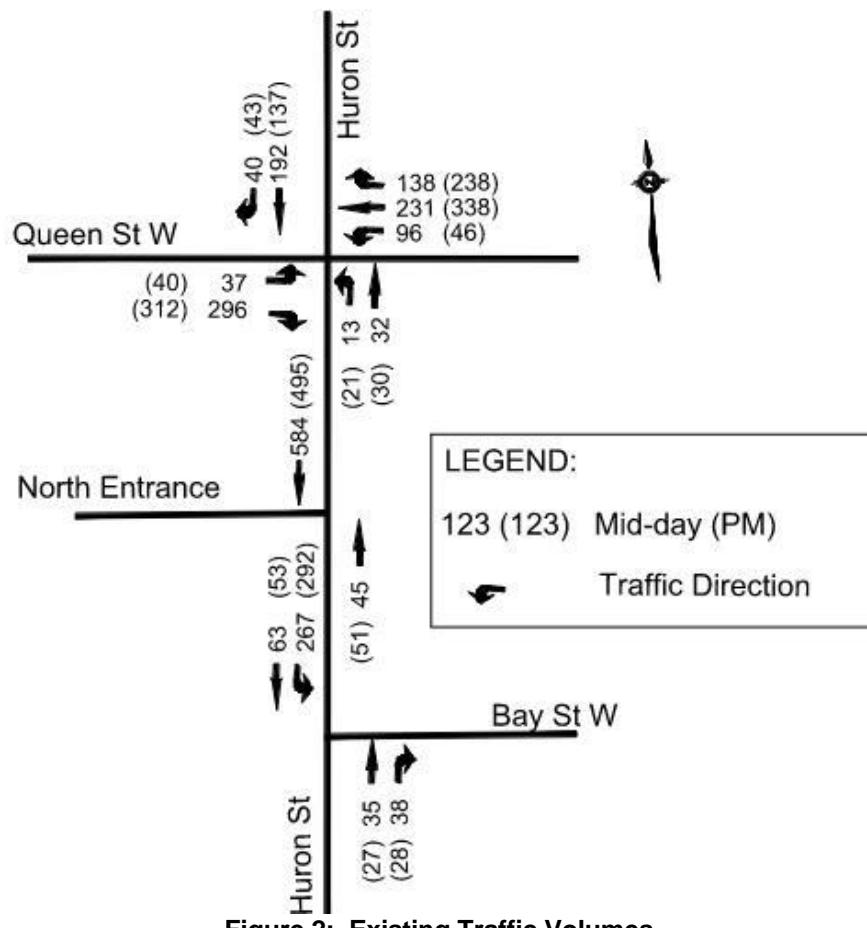


Figure 2: Existing Traffic Volumes



4 TRAFFIC PROJECTION AND ADJUSTMENT

To project future traffic volumes at the two major intersections and the two entrances, the site traffic volumes had to be estimated. The site traffic volumes include two parts: bus traffic and other traffic (e.g. employees, visitors).

Since we did not have the proposed transit routes and schedules, we assumed the existing City bus schedules and routes will be maintained. Currently, there are 7 city service routes leaving the terminal every half hour and 1 community bus route leaving every hour. Therefore, hourly bus traffic can be estimated as 15 inbound and 15 outbound per hour in both Mid-day and PM peak hours.

All inbound bus traffic volumes are assumed to enter at the North Entrance and all outbound bus traffic volumes will exit from the South Entrance at the Huron/Bay intersection. The site generated bus traffic volumes during Mid-day and PM peak hours are shown in Figure 3.

It should be noted that it was assumed that all buses exit eastbound onto Bay Street West and that no bus will turn (NB) left onto Huron Street, including the Korah Road bus route that is oriented towards the north. The reason is that Queen Street West is one-way (WB) east of Huron Street and does not match the general directions of the bus routes.

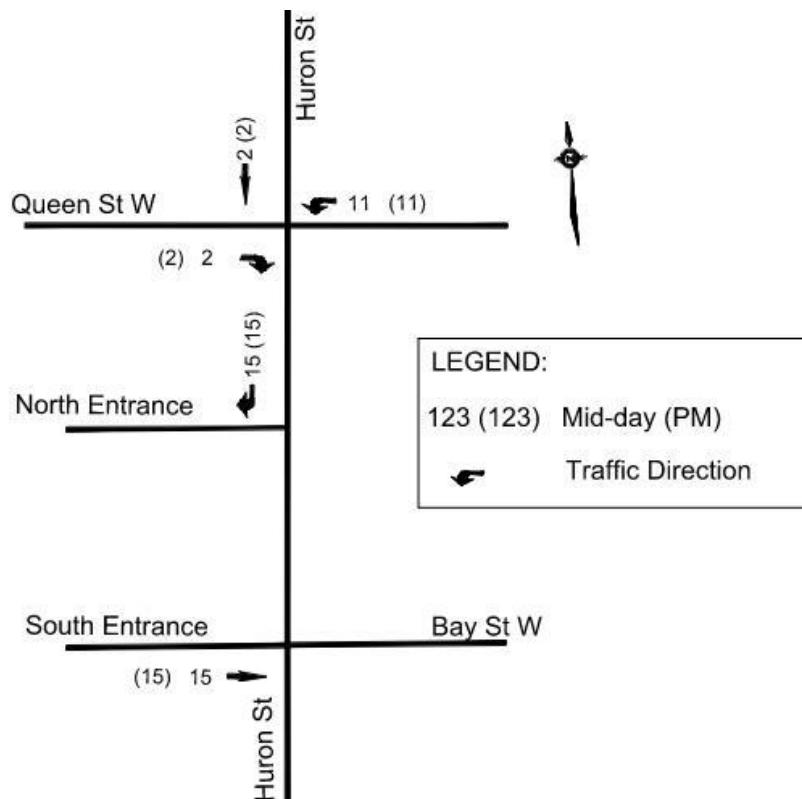


Figure 3: Site Generated Bus Traffic Volumes (hourly)



The site generated bus traffic volumes in **Figure 3** are hourly volumes. However, the bus traffic is not random. We have assumed that the buses are scheduled to allow a timed transfer of passengers between routes and all buses will therefore arrive roughly at the same time and leave at the same time twice each hour and therefore produce a short spike in traffic within the hour. To reflect this platooning of buses, we have assumed 8 buses will arrive and leave the site during a five-minute window twice per hour. Therefore, to reflect these peak 5 minute operations times, we have multiplied the five minute volume of 8 buses times 12 to simulate a 60 minute period. Part of the reason for doing this is that the operational analysis program Synchro is designed to analysis peak hour periods. The factored hourly site generated bus traffic volumes to be used in Synchro are shown in Figure 4.

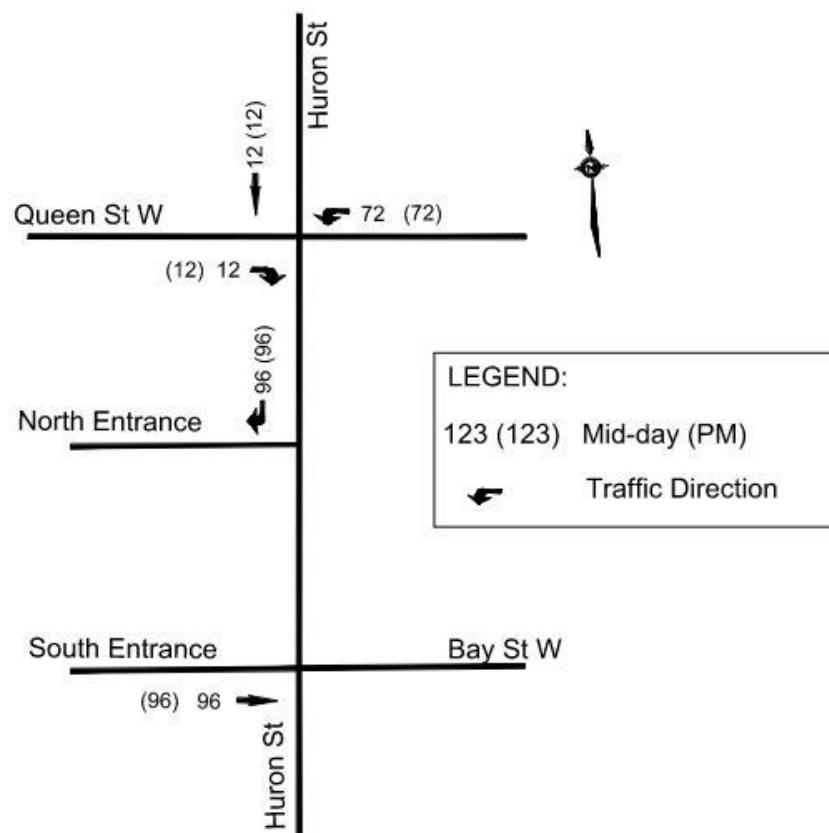


Figure 4: Factored Hourly Bus Traffic Volumes (for modelling purposes only)

For site generated traffic volumes due to staff and visitors, we have assumed the following:

- Mid-day peak hour: assuming no major shift change is taking place, a nominal 15 vehicles in and out are assumed.

- PM Peak Hour: we have assumed 10 vehicles inbound and 30 outbound (some staff leaving for the day).

The site generated non-bus traffic volumes during the peak hours are shown in Figure 5.

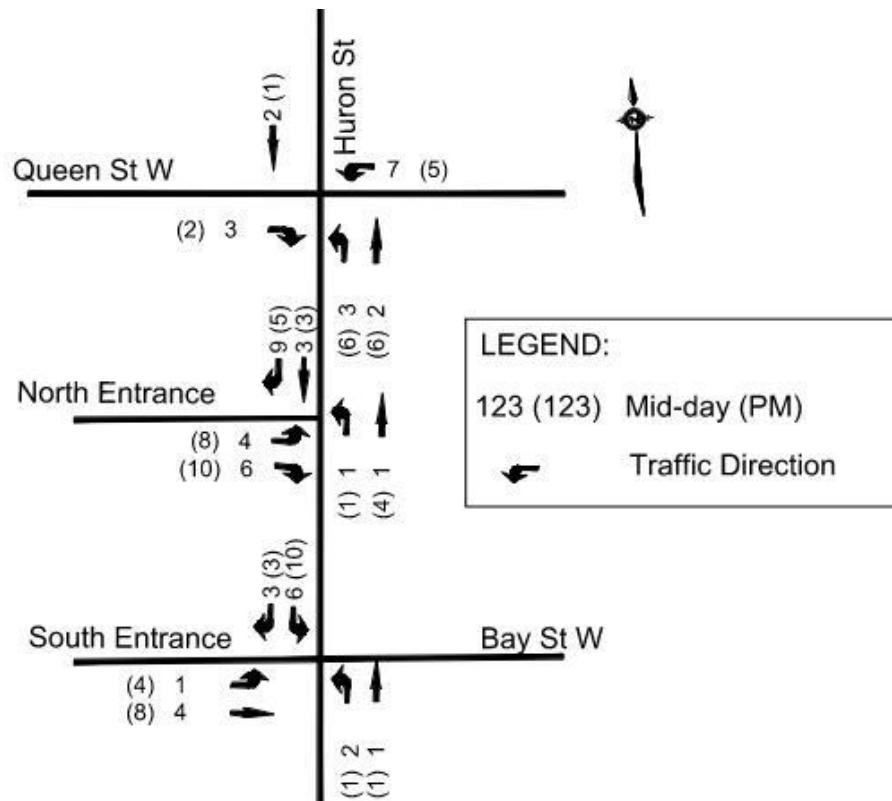


Figure 5: Site Generated Non-Bus Traffic Volumes

The true total traffic volumes after the proposed terminal relocation is obtained by summing up the volumes contained in Figures 2, 3 and 5. However, for modelling purposes the volumes are obtained by summing existing traffic volumes, factored hourly bus volumes, and site generated non-bus volumes shown in Figure 2, 4, and 5.

It is also assumed the existing background traffic volumes will continue without significant growth into the near future.

The total traffic volumes for the peak hours (for modeling purposes) are shown in **Figure 6**.

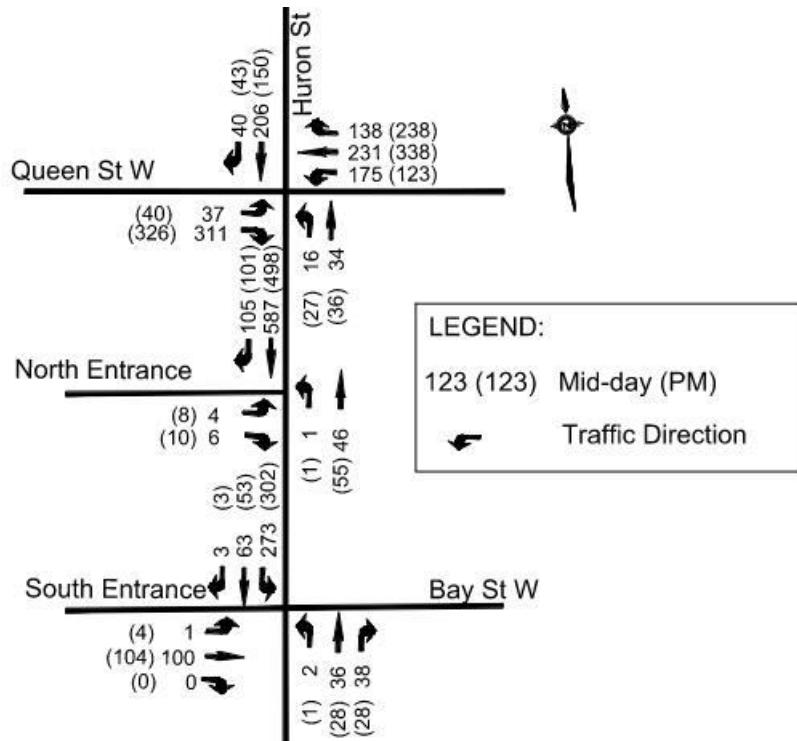


Figure 6: Total Traffic Volumes

The volumes shown in the above figure are low when compared with the capacity that the adjacent one-way road system provides. For example, the peak volumes on the Huron to Bay (SB to BE) movement are shown to be in the region of 300+ vehicles per hour. The capacity of a 2-lane one-way street (i.e. Bay Street) is in the region of 1200 to 1600 vehicles per hour (depending on downstream traffic signal timing and capacity).

5 OPERATIONS ANALYSES

The traffic operational performance for this future scenario was evaluated using the Synchro modelling software; the configuration of intersection being shown below in **Figure 7**.

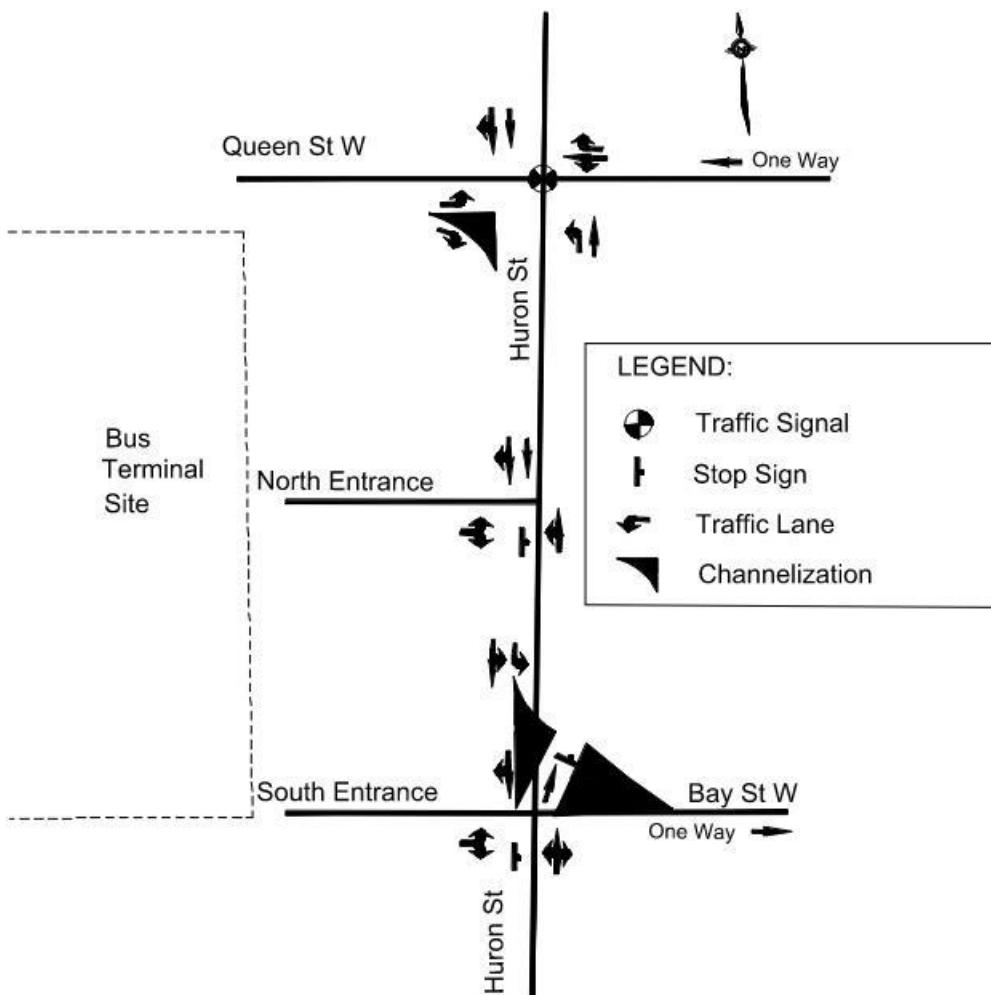


Figure 7: Intersection Lane Configurations

The traffic operational analysis results are summarized in Table 2.

**Table 2: Traffic Operations Analysis Results**

| Intersection / Movement | | Mid-day Peak Hour | | | PM Peak Hour | | |
|------------------------------------------------------|----------------|-------------------|----------|-------------|--------------|----------|------------|
| | | v/c ratio | LOS | Delay (s) | v/c ratio | LOS | Delay (s) |
| Huron Street at Queen Street W (Signalized) | EBL | 0.17 | B | 10.1 | 0.18 | B | 10.2 |
| | EBR | 0.43 | A | 2.9 | 0.42 | A | 2.8 |
| | WBLT | 0.71 | B | 18.1 | 0.70 | B | 17.4 |
| | WBR | 0.22 | A | 2.5 | 0.32 | A | 2.5 |
| | NBL | 0.04 | B | 12.3 | 0.06 | B | 12.8 |
| | NBT | 0.05 | B | 11.9 | 0.05 | B | 12.3 |
| | SBTR | 0.20 | B | 10.1 | 0.16 | A | 9.6 |
| | Overall | | B | 10.1 | | A | 9.5 |
| Bay Street W at Huron Street (Unsignalized) | SBLT | 0.12 | | 0 | 0.15 | | 0 |
| | NBT | 0.07 | B | 11.3 | 0.06 | B | 11.8 |
| | Overall | | A | 1.1 | | A | 0.8 |
| Huron Street at North Entrance (Unsignalized) | EBLR | 0.03 | B | 13.3 | 0.04 | B | 12.5 |
| | NBLT | 0.0 | A | 0.2 | 0.0 | A | 0.1 |
| | SBTR | 0.26 | | 0.0 | 0.21 | | 0.0 |
| | Overall | | A | 0.2 | | A | 0.3 |
| Huron Street at South Entrance (Unsignalized) | EBLTR | 0.18 | B | 12.0 | 0.21 | B | 12.0 |
| | NBLTR | 0.0 | A | 0.2 | 0.0 | A | 0.1 |
| | SBTR | 0.04 | | | 0.04 | | |
| | Overall | | A | 5.0 | | A | 5.9 |

From the analysis results, it can be seen that the two major intersections and the two site entrances will operate with overall level of service 'A' or 'B' during both Mid-day peak hour and PM peak hour. With the proposed site developments, the traffic operations are still with acceptable level of service and reserved capacity. Minimum delay and queuing is indicated at each intersection including the outbound movement from the terminal.

6 OTHER ISSUES

In **Figure 8** below, it can be seen that with the multiple ramp style design there are effectively four separate intersections within 30m of the South Entrance. While results indicate there will not be a future problem with the terminal relocation to this site, we did briefly examine the potential to simplify this intersection configuration by eliminating one or more of the ramps. For example, the possibility of making the intersection a normal T-intersection with much tighter geometry. This would make the Bay Street leg the minor approach. However, because of the one-way system the major flow is



from the north to the east which explains the design that is currently in place that makes this the free flow movement and negates delay to this main flow of traffic.



Figure 8: Intersections at South Entrance

Should the intersection be converted to a regular T-intersection, it would look something like that shown below in Figure 9.

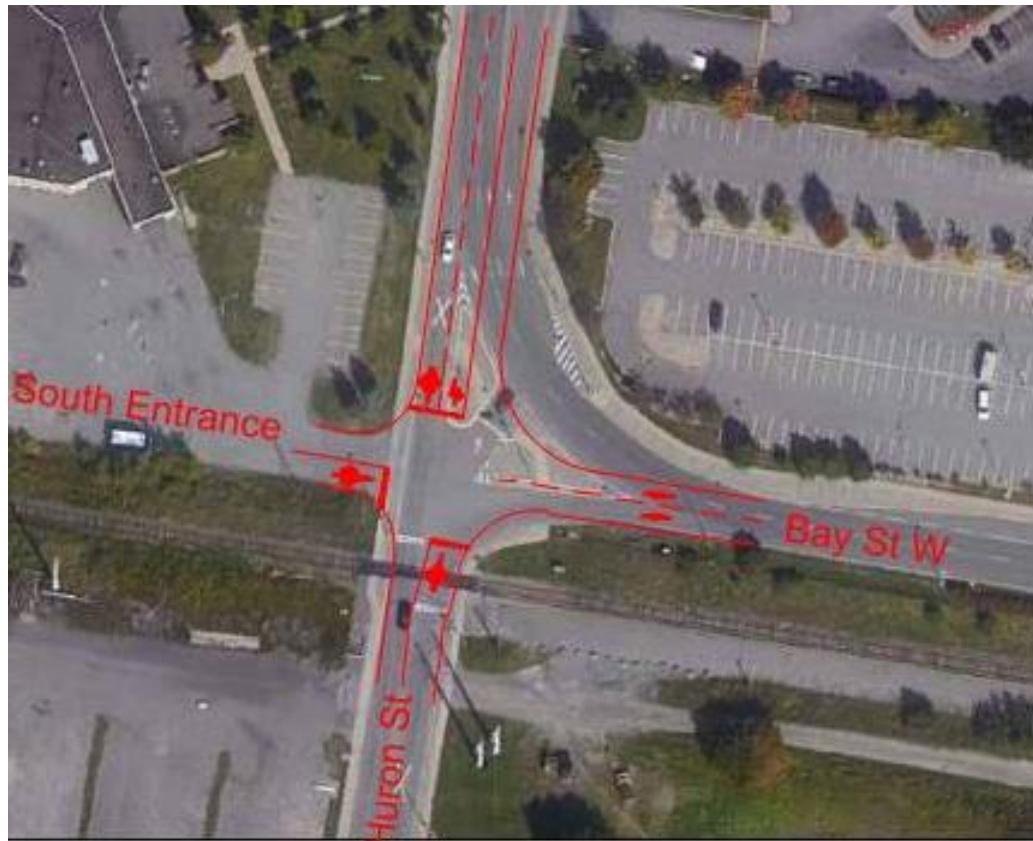


Figure 9 – Potential T-intersection Re-design for Huron/Bay

If this were to operate as a 3-way stop, the overall level of service would still be 'A' for both Mid-day and PM peak hours and the highest average delay for the major SBL turn would be no more than 10 seconds (where it is currently zero) . The detail summaries are Shown in Table 3:

Table 3: Traffic Operations Analysis Results for Reconfigured Intersection

| Intersection / Movement | | Mid-day Peak Hour | | | PM Peak Hour | | |
|----------------------------------------------------------------------|---------|-------------------|-----|-----------|--------------|-----|-----------|
| | | v/c ratio | LOS | Delay (s) | v/c ratio | LOS | Delay (s) |
| Huron Street at Bay Street W/South Entrance (Un signalized) | EBLTR | 0.102 | A | 7.9 | 0.08 | A | 7.9 |
| | NBLTR | 0.153 | A | 8.9 | 0.165 | A | 9.0 |
| | SBL | 0.27 | B | 10.1 | 0.295 | B | 10.4 |
| | SBLTR | 0.267 | A | 9.8 | 0.295 | B | 10.2 |
| | Overall | | A | 9.4 | | A | 9.8 |



7 CONCLUSIONS

Based on the above analyses, the conclusions are as follows:

- The existing and project traffic volumes are relatively low compared with the capacity of the adjacent one-way street;
- Traffic operations are acceptable with the projected site traffic added onto the road network;
- The existing configuration of the Huron/Bay intersection is somewhat confusing with its ramp-style design.
- Should a redesign of this intersection be considered to a simpler more common T-intersection design, then an average delay of approximately 10 seconds would be inflicted on the SB to EB traffic movement (which currently has no delay).
- Reconfiguration to a normal T-intersection with stop-control would still allow the intersection to operate at a High Level of Service.

We trust the foregoing provides enough information to enable the City to move forward with their bus terminal relocation project. Please contact me should you have questions or require further information.

Sincerely,

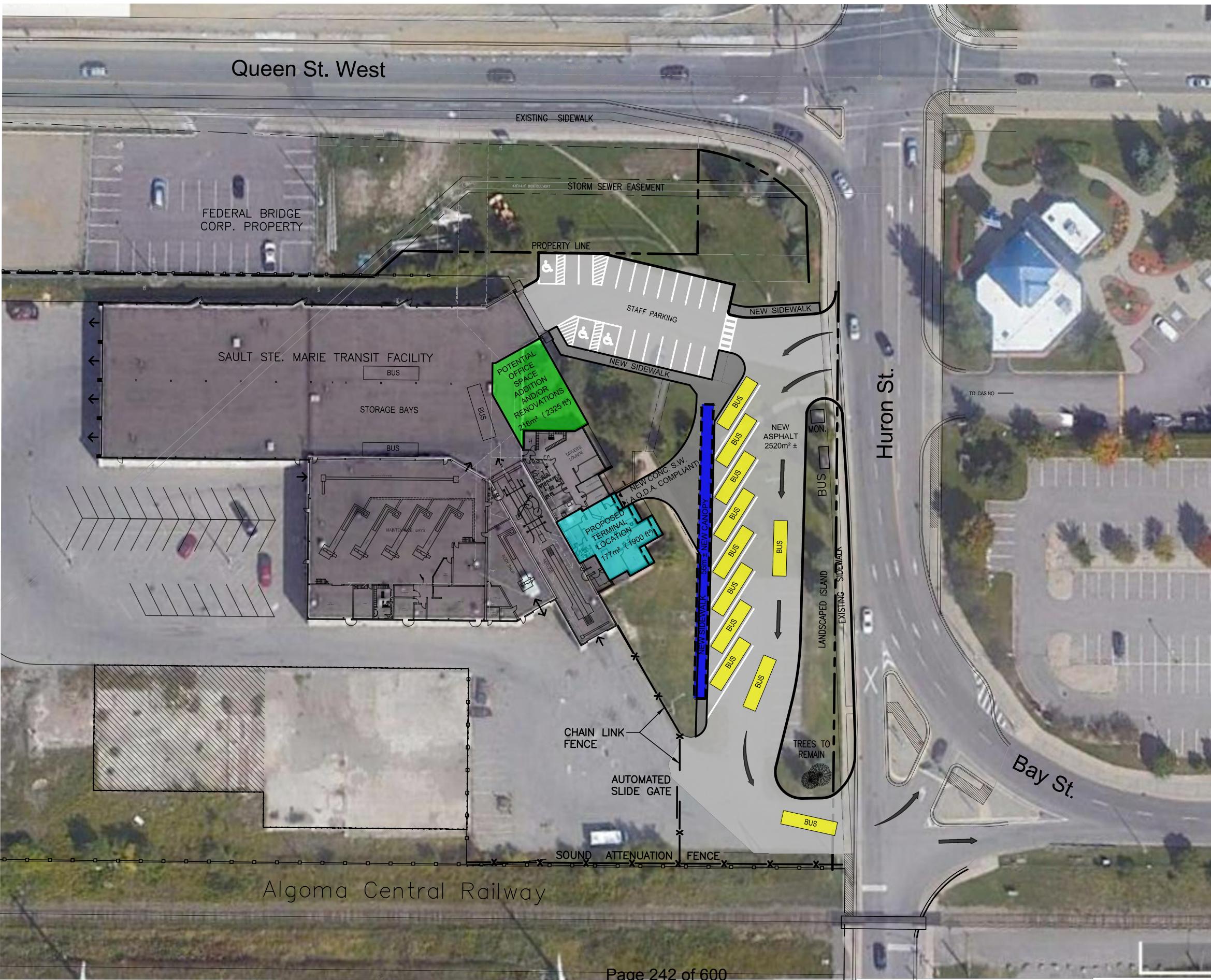
CIMA Canada Inc.

A handwritten signature in black ink that reads "Stephen Keen".

Stephen Keen, M.Sc., P.Eng.
Associate Partner, Director, Transportation
stephen.keen@cima.ca

APPENDIX 9

Proposed Terminal Layout – 111 Huron Street



| | | | |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------|--------------------------|
| PROJECT: CITY OF SAULT STE. MARIE BUS TERMINAL RELOCATION MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT | | DRAWING: PROPOSED BUS TERMINAL RELOCATION | |
| | | | |
| DRAWN BY: KTN | APPROVED BY: JVM | CHECKED BY: BY | REVISION NO.: 20-1531 |
| DESIGNED BY: No. DATE | ISSUED FOR REPORT No. DATE | ISSUES / REVISIONS No. DATE | PROJECT No.: 20-1531 |
| SCALE: 1:750 | DATE: MAR. 22, 2021 | DATE: MAR. 22, 2021 | DATE: MAR. 22, 2021 |
| ENGINEER'S SEAL | |  | |

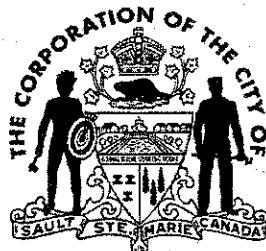
Fig 10

APPENDIX 10

Council Report – February 21st, 2005

6(1)(a)

Joseph M. Fratesi, B.A. LL.B.
Chief Administrative Officer



99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
Canada P6A 5N1
(705) 759-5347
(705) 759-5952 (Fax)
E-Mail:
j.fratesi@cityssm.on.ca
s.robertson@cityssm.on.ca

2005 02 21

Mayor John Rowswell and
Members of City Council,
Civic Centre.

**RE: SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE –
PARKING SOLUTION**

Background

As Council and the public are well aware, City staff and Council have been working on the prospect of building a new facility to replace the aging Sault Memorial Gardens for quite some time now. Many reports have already gone to City Council with respect to location, size, added features, financing plans and funding applications to the senior levels of government. The Sault Ste. Marie Sports and Entertainment Centre Steering Committee has been meeting regularly to ensure that this exciting project proceeds on time and on budget and results in an end product of which all of us can indeed be very proud.

Council and the Committee have met in caucus on numerous occasions to discuss the possible acquisition of various properties to provide new parking which will be required to sustain the new facility. A total of 413 parking spaces will be required to meet the standards set out in our existing Zoning Bylaw based on the size and seating in the new facility. The footprint of the facility will be somewhat larger than the existing footprint of the Memorial Gardens, thereby eliminating some of the existing parking spots. Additionally, given that the new structure, which will be built for 5,000 spectators (4,400 seats), additional spots will be required over and above those that were provided for the old facility. All matters considered, the parking required for the new facility is 413 spots.

Several years ago the City acquired the former Algoma Hotel property through a tax sale, which added some new parking. Architectural drawings and layouts indicate that about 269 spots can be accommodated on the existing arena site (including the former Algoma Hotel property). The balance of the required parking, in order to meet the City's Zoning Bylaw, needs to be within 500' of the existing arena property.

Plan For Providing Required Parking

Staff have reviewed the various alternatives in the neighbourhood and these have included options such as acquisition of the United Steelworkers property, the Elks property, the two private homes on the corner of Dennis and Bay Streets, commercial properties on Queen Street, as well as commercial properties on Bruce Street and on Bay Street. Discussions were held with the owners of these properties to determine which of these sites could be acquired and converted to parking spots for this project. Staff were very cognizant of the fact that Council had received a report recommending that only a portion of the existing Parking Reserves be used to cover the costs of acquisition of new spots for this project, with a reasonable amount being left in Reserve for future parking lots repairs. Attached you will find a Table of the various properties which were reviewed, along with a map showing their location. The Table clearly indicates the total cost to acquire each property as well as costs to demolish any buildings and construct parking lots.

Discussions were also held at a staff level between those involved in the arena project and those responsible for public transit operations to determine whether or not the City-owned bus terminal property might be considered as well. As a result of this review, Transit staff have concluded that the relocation of the terminal operations into the existing garage/office operations at Queen and Huron Streets, would be a good move operationally. This would consolidate the two operations into one, thereby saving annual operating costs and providing a better level of service to the public that use the transit system. As a matter of fact, at the suggestion of Councillor Steve Butland, a survey of the usage of the terminal by passengers was conducted and the results are contained in a report from Don Scott, Manager of Transit. Councillor Butland's memo in this regard is attached.

The cost to replace the terminal facility at the Queen and Huron site (estimated to be \$490,000) would be recovered from the sale of the existing terminal building and from the annual operating savings in the Transit budget. The report of Don Scott, Manager of Transit, previously mentioned, is attached and outlines the advantages of relocating the terminal.

It should also be noted that the Engineering firm of Totten, Sims, Hubicki, which is providing advice to the City on its proposed Transportation Corridor has reviewed the proposal and plans for the relocation of the bus terminal to the Queen and Huron site. Rick Talvitie undertook this review and has indicated that the terminal operations will not interfere with, nor will they be impeded by, the new Transportation Corridor.

Leaving the existing terminal building on the site for resale once the new Sports and Entertainment Centre is completed, will allow for almost 100 spaces on the Dennis Street property.

The City's parking requirements and possible solutions for this project have become public. It is quite apparent that the City is not in a financial position to purchase some of the alternatives offered. The asking prices exceed the amounts that Council has available from Parking Reserves. Fortunately for the City, Mert Wright, one of the principals in a company known as Topsail Island Developments Limited contacted the CAO and indicated that his company was prepared to sell a parking lot that it owned on the south side of Queen Street, between the former Woolco and the Bell Canada buildings. Mr. Wright has been more than fair with the City and the sale price is very attractive in providing a parking lot (already paved) with approximately 65 spots. As well, Mr. Wright's company is prepared to sign a long-term lease arrangement for the daytime use of a maximum of 25 spots. This will provide up to \$10,000 per year in new revenues.

Staff met with the Downtown Association several months ago and strong representation from Square 5 (Bruce to Dennis) was in attendance. It was pointed out to City officials that the only public parking available for Square 5 merchants is that which is currently provided across the street on either side of the Memorial Gardens. Every other Square in the Downtown business zone has public parking readily available behind the stores/offices. The argument was made that there will be no public parking in Square 5 during the almost two years that it will take for the construction of the new Sports and Entertainment Centre and demolition of the old arena. Many of the businesses, particularly those on the east end of Square 5, suggested that they would not survive the construction period without parking being readily available for their businesses. As a result, staff have negotiated with two property owners on the west side of Bruce Street to the rear of the Queen Street businesses. The acquisition of these properties will allow for the development of a smaller municipal lot of approximately 22 vehicles. This purchase is supported by the Downtown Association and a copy of the supporting resolution is attached.

The acquisition of the properties above-mentioned, along with the conversion of the Dennis Street terminal, will provide more parking spots than the minimum required by our Zoning Bylaw. It will minimize the impact that Downtown businesses will feel both during construction and post construction while events are occurring in the new facility. You will find attached to this report a memo dated 2005 02 16 from Don McConnell, the City's Planning Director indicating his clear support for this parking solution.

The following benefits result from the package of recommendations which are contained in this report:

- 449 parking spaces will be created for the new Sports & Entertainment Centre which is 36 spaces above the amount required to meet the Zoning

Bylaw. This coverage allows for flexibility in some of the design aspects of the project components. (e.g. driveway layout or Memorial Tower)

- All of the parking will be provided within 500' of the facility property as required by the City's Zoning Bylaw, providing parking which is convenient both during the construction and post construction phases of the facility development.
- The concerns of the those merchants in Square 5 of the Downtown Association regarding the possible adverse impact on their businesses because of the temporary and permanent loss of parking, will be addressed in a manner satisfactory to those businesses and the Downtown Association.
- Taking into account the proceeds from the sale of the Dennis Street terminal and annual savings in the transit operations, the net cost to create the parking required for the facility and to support the existing businesses in the downtown will be within the amount recommended by the Commissioner of Public Works and Transportation. It also leaves an adequate amount in the Parking Reserve for future parking lot repairs.
- Sale of the terminal building will result in new annual tax revenue for the City, as will the long-term lease of parking spots to Topsail Island Developments Ltd.
- The consolidation of the transit operations by relocating the terminal facility into the existing garage/office facility will provide a better and more efficient transit service.

Recommendations

Based on all of the above and the need to settle the issue of parking as required by our Zoning Bylaw so that a building permit can be issued thereby allowing for an early May construction start, the following are recommended for Council's approval:

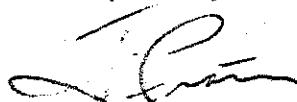
1. That the City purchase the property at 331 Queen Street East from Topsail Island Developments Ltd. The appropriate bylaw appears elsewhere on this evening's agenda.
2. That the City purchase the properties at 115 and 119 Bruce Street. The appropriate bylaws appear elsewhere on this evening's agenda.
3. That the City converts the existing vacant property around the Dennis Street bus terminal to create a municipal parking lot, with timing of same to coincide with the construction of the new Sports & Entertainment Centre.
4. That a new Transit terminal be constructed within the existing Transit building at Queen and Huron Streets at an estimated cost of \$490,000.

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5. That once the new terminal facility is completed and operational and the new Sports & Entertainment Centre completed, the existing bus terminal on Dennis Street be offered for public sale.

Attached as well you will find a letter of support from the City's Planning Director regarding this parking solution. Please also note that these recommendations have already received the full support of the Sports & Entertainment Centre Steering Committee and are now brought forward to Council for its endorsement.

All of which is respectfully submitted,



Joe Fratesi,
CHIEF ADMINISTRATIVE OFFICER.

JMF/sr

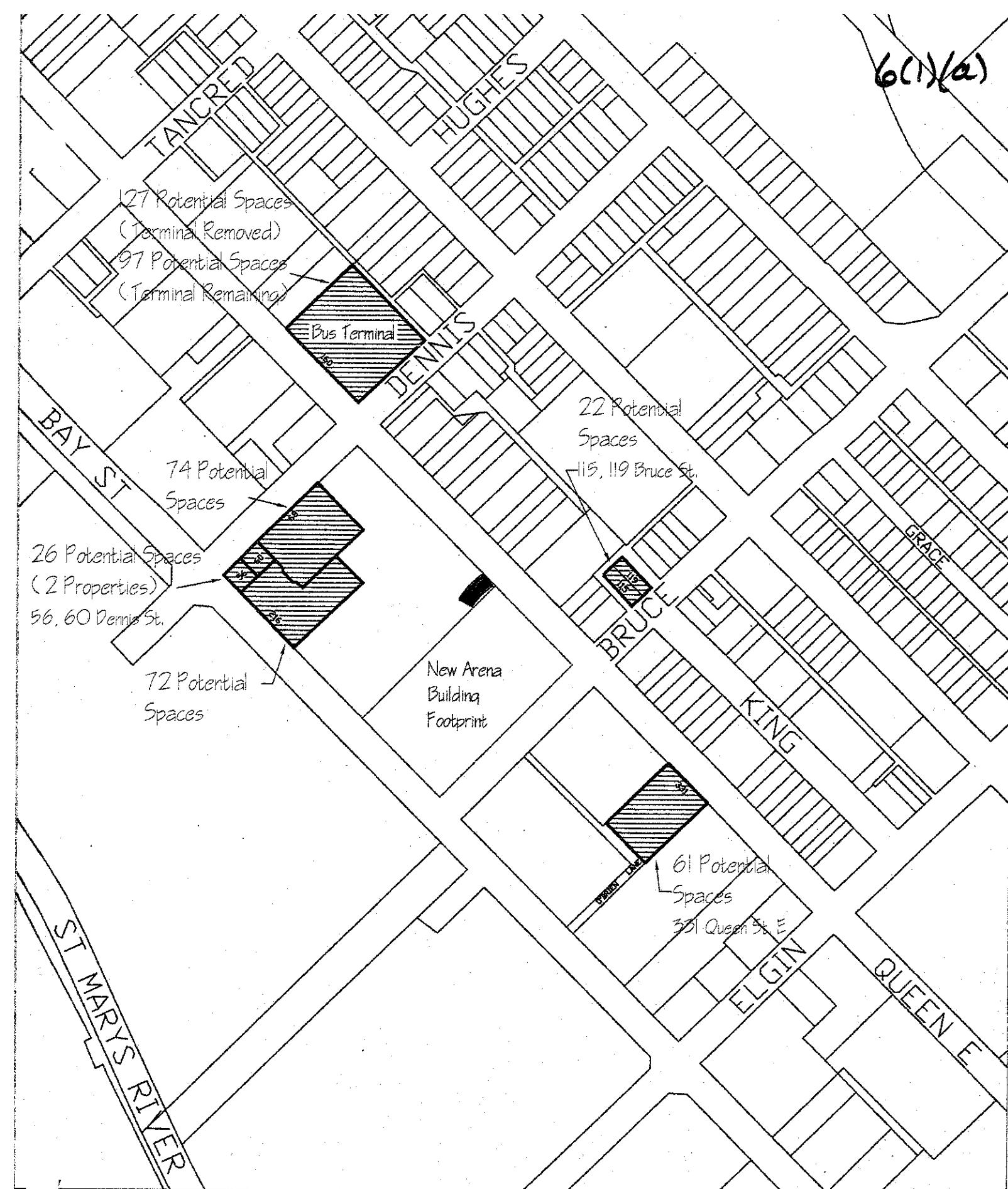
Attachments

Arena Parking Lot Alternatives Table - 413 Parking Spaces Required

| Property | Total Square Area (m ²) | Total Building Volume (m ³) | No. of Potential Parking Spaces | Property Cost | Demolition Cost:\$30/m ³ | Paving Cost:\$35/m ² | Total Cost | Cost/Space | Notes |
|--------------------------------------------|-------------------------------------|-----------------------------------------|---------------------------------|----------------|-------------------------------------|---------------------------------|----------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Arena Property | | | 269 | \$0.00 | N/A | N/A | | | Demolition and paving cost included in base budget. Includes 6 spaces within service court for employee parking. |
| Bus Terminal - Terminal Removed | 4047 | 698 | 127 | \$0.00 | \$20,970.00 | \$16,310.00 | \$37,280.00 | \$293.54 | The cost to construct a new facility at 111 Huron St. is estimated at \$490,000.00. However, this is offset by an annual savings of \$30,000.00/year in operational costs. - \$3,630. Paving Cost is an estimate consisting on the removal of the building (233m ²) and the curbing surrounding the structure. |
| Elks Terminal - Terminal Remains | 600 | 0 | 97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | The cost to construct a new facility at 111 Huron St. is estimated at \$490,000.00. However, this is offset by an annual savings of \$40,000.00-\$50,000/year in operational costs and new tax levy. In addition the existing building will be sold or leased subject to a lease agreement for the required padding. Furthermore the cost of the new terminal will be offset by the sale or lease of the existing terminal estimated at \$290,000. |
| Elks Hall | 2288 | 1038 | 72 | \$495,000.00 | \$40,140.00 | \$79,380.00 | \$614,520.00 | \$8,535.00 | The property is listed at \$495,000 and the Elks have advised that it is going to go up to \$535,000 as a result of a new roof that is being put on. |
| Union Hall | 2403 | 7,70 | 74 | \$700,000.00 | \$245,100.00 | \$84,105.00 | \$989,205.00 | \$13,502.77 | Contact has not been made with the owners of 56 and 60 Dennis Street. |
| 56, 60 Dennis Street | 519 | 524 | 26 | \$200,000.00 | \$15,720.00 | \$18,165.00 | \$233,885.00 | \$8,935.58 | |
| Elks Hall, Union Hall | | | 172 | \$1,395,000.00 | \$270,980.00 | \$181,650.00 | \$1,847,610.00 | \$10,741.92 | |
| 56, 60 Dennis 115 & 119 Bruce Street | | | 22 | \$200,000.00 | \$30,000.00 | \$18,095.00 | \$248,095.00 | \$11,277.05 | |
| 331 Queen Street East | | | 61 Plus | \$275,000.00 | N/A | N/A | \$275,000.00 | \$4,508.20 | Proposed lease arrangement provides \$10,500.00/ YEAR in annual funding |

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~~6(1)(a)~~

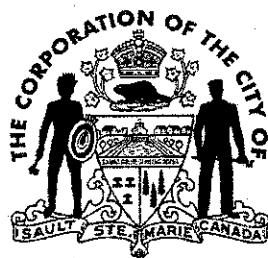


New Arena Parking Options Discussion Sketch

Notes:

- All figures derived using a standard Parking Lot Configuration:
 - 19' length, 22' aisle, 90 degree angle delineation
 - New Arena building footprint is approximate.

6(1)(a)



February 8, 2005

TO: COUNCIL
FROM: STEVE BUTLAND
RE: TRANSIT TERMINAL TRANSFER

I spent about 30 minutes with Don Scott and his senior staff at the Transit facility this morning and their enthusiasm to the move allayed most of any fears I had about any negative consequences of the move. It is my opinion that the vast majority of riders are at the terminal to board another bus and not to frequent the downtown area.

To confirm (or not) that supposition, I have requested through CAO Joe Fratesi to request our Transit Department to survey our "riders" as to their purpose and intentions when attending our present terminal site. Hopefully this survey can be quickly taken and the results shared just as promptly.

Also, I had concerns as to riders using our transit system to attend Greyhound Games or other events. Operators feel that these numbers are minimal. Perhaps, one solution would be to provide a shuttle service to accommodate these individuals on events days/nights. Mr. Scott indicated that they would be prepared to consider this option.

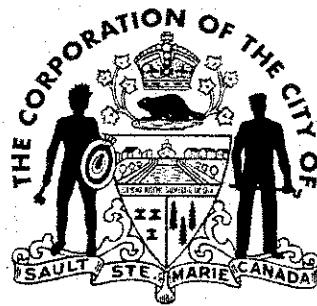
Shall keep you informed of the above. In the interim, I would suggest a personal visit with our Transit staff.

Respectfully submitted,

A handwritten signature in cursive script that reads "Steve".

Steve Butland, Councillor,
Ward One.

6(1)(a)



Sault Ste. Marie Transit Centre
111 Huron Street

February 21, 2005

FEB 21 2005

Joe Fratesi
Chief Administrative Officer
Sault Ste. Marie Civic Centre
99 Foster Drive

SUBJECT: Relocation of Downtown Transit Facility

Over the past four months, Transit Services staff, with the assistance of staff from the Public Works & Transportation, Engineering and Community Services Departments worked together with local consulting architects & engineers. Unit costs of construction and a conceptual plan (attachment) for the relocation of the bus terminal to the corner of Queen and Huron streets were developed. Outlined within this report are the following: budget impact, potential for expanded ridership, cost of construction, customer count results, union involvement and a summary of the conceptual site plan and it's impact on the planned transportation corridor.

Budget Impact

The proposed relocation of the bus terminal will have a positive budget impact of \$29,700 in annual savings for the Transit Services Division.

The budget impacts are as follows:

| | |
|-----------------------------|-----------------|
| Refuse/Recycling | \$ 700 |
| Water & Light | \$ 2,000 |
| Security | \$12,000 |
| Transportation of Employees | \$ 5,000 |
| Bus Changes (fuel, staff) | <u>\$10,000</u> |
| Projected Savings | <u>\$29,700</u> |

Potential For Expanded Ridership

The proposed location of the bus terminal can support and increase overall ridership through the development and expansion of service for employees working at St. Mary's Paper, Casino Sault Ste. Marie, Canada Customs at the Bridge Plaza, and workers involved with the future development and operation of the Gateway Site.

...2

New ridership may also occur from customers visiting three of our community's major attractions, being, the Soo Locks, Casino Sault Ste. Marie which currently draws 2,800 people daily and upon its completion, the Gateway Site.

The new Sports and Entertainment Centre will host a minimum of 40 Soo Greyhound games annually and combined with other scheduled events the new facility will service to further enhance opportunities for increased ridership.

High capacity bus shelters located on Queen and Bay streets will serve as staging areas for transit customers travelling to and from the new facility. In addition, for spectator events where transportation requirements may exceed the carrying capacity of our regular service, management will respond, when required and with prior approval, for the necessary shuttle service to ensure the success of the event.

Cost of Construction for Bus Terminal

Initial planning calls for a two-phase development which would spread the costs for the project over two years.

The excavation and preparation work for asphalting can be completed by the Public Works and Transportation during the shoulder seasons in the spring and fall. During the year 2005, an anticipated \$190,000 is required for excavation, storm pipes, catch basins, granular base etc. The second year, 2006 will require an additional \$300,000 for asphalt and construction of the bus terminal.

The anticipated total cost for the project, over a two-year period, is \$490,000.

Customer Count

On February 9 and 10, 2005, Transit Services carried 10,820 passengers. In total, between 7:00 a.m. and 5:00 p.m., 2,348 passengers travelled to the terminal, of which 2,261 (96%) immediately transferred to another bus to continue their journey and 87 (4%) of the passengers ended their journey at the terminal.

Union Involvement

Members of Local UTU 104 have been actively involved with the current "route review committee" to develop the required adjustments for the existing bus routes to accommodate the relocation of the bus terminal. Through the process of joint consultation management will continue to work with the union to ensure a smooth transition in operations after the bus terminal has been relocated to Queen and Huron streets.

6(1)(a)

Conceptual Site Plan and Its Impact on the Planned Transportation Corridor

Transit Services staff have met with staff from the Engineering Department and a consulting engineer for the planned transportation corridor to review vehicle access and egress from the site of the proposed transit terminal at Queen and Huron streets. The conclusions developed from the meeting are outlined by Jerry Dolcetti, Commissioner of Engineering. His comments are as follows:

"The relocation of the facility within the transit garage property will not negatively impact the planned transportation corridor. A meeting with a consulting engineer for the corridor examined various options in the location of access provisions enabling internal and external maneuvering of the buses to and from the site and its impact on the corridor. Sufficient area is available to provide adequate separation distances for the access, not to conflict with queuing space to accommodate turning movements, the access to the International Bridge from Queen Street and the traffic lights at the intersection of Queen and Huron. The transportation corridor provides sufficient lane widths in handling the expected traffic flow to and from the corridor to the International Bridge Plaza. The construction of this section of the transportation route will commence by June 2005."

Summary

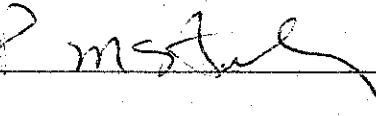
The relocation of the bus terminal to Queen and Huron streets will see positive benefits such as annual cost savings, shorter response time to on-road maintenance issues with the fleet, continued public transportation service to the downtown core and a barrier free bus terminal for our disabled customers.

All routes excluding Cedar Heights which is one hour service will continue to offer half hour service, 5:45 a.m. to 6:45 p.m. It is anticipated that customer convenience will not be compromised with the proposed new location of the bus terminal.

The scheduled completion of the proposed transit facility at Queen and Huron streets will be no later than September 2006. At that time, the planned adjustments to our current bus routes will be implemented to accommodate for the new location of the bus terminal.

Until construction of the new bus terminal is complete, Transit Services will load and unload our passengers at the south side of the current terminal, and on the north side of Queen Street, all of which has been done before without any serious inconvenience to our customers. Upon completion of the new bus terminal, staff will continue with an ongoing review of our bus routes to ensure that our transit system is flexible and open to change, therefore continuing to meet the needs of our customers.


Don Scott
Transit Manager

Recommended by: 

Patrick M. McAuley, P. Eng.
Commissioner
Public Works and Transportation

6(1)(a)

Enc

cc Nick Apostle, Commissioner of CSD
Jerry Dolcetti, Commissioner of Engineering

HURON ST. 6(1)(a)

INTERNATIONAL BRIDGE

QUEEN ST.

ENTRANCE ONLY

11.19m

STEELTON

EXIT ONLY

202.46m

TRANSFORMER

3467 sq. m ASPHALT

SNOW
STORAGE

28.96m

126.26m

17.0m

RIGHT TURN ONLY

MONTEB
SAULT COLLEGE
NORTH ST.
EASTSIDE
AMERSIDE

TRANSIT GARAGE

75.04m

Page 256 of 600

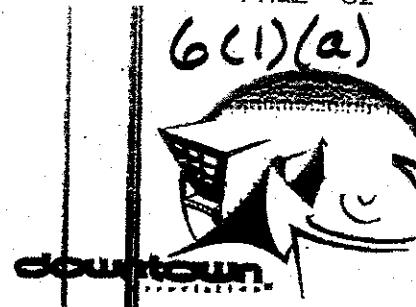
BUS (TYP.)
12.1
2.1 2.7
B 12
R=16.8 m

DEPT. OF PUBLIC
WORKS & TRANSPORTATION

SAULT STE MARIE

CONCEPTUAL TRANSIT TERMINAL

A.C.R. RIGHT OF WAY

6(1)(a)**DOWNTOWN ASSOCIATION RESOLUTION****DATE: November 9, 2004****MOVED BY:**Michael Chindamo
Shirley Richards**SECONDED BY:**

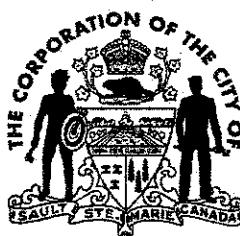
Whereas the Downtown Association Board of Management met with City officials to determine the best possible parking solutions for Square 5 during and after the construction of the new community facility and also to give input into the best possible use of the money allocated to relieve the parking problems that will occur downtown:

Be it resolved that the Downtown Association Board of Management supports the request of Square 5 to have the City of Sault Ste. Marie acquire 2 properties on Bruce Street as a public parking lot of 22 spaces.

Be it also resolved that the Downtown Association Board of Management also supports the City of Sault Ste. Marie's efforts to acquire any additional land it needs to fulfill the parking obligations that are necessary for the additional capacity of the new facility and the benefit of the Downtown community.

Carried unanimously

6(1)(a)



2005 02 16

MEMO

TO: Joe Fratesi, Chief Administrative Officer
FROM: Don McConnell, Planning Director
SUBJECT: NEW SPORTS AND ENTERTAINMENT CENTRE PARKING

I am writing to confirm my previous comments to you. I fully support the recommendation to acquire the properties at 331 Queen Street East and 115 – 119 Bruce Street; and to utilize the existing bus terminal for parking for our new sports and entertainment centre.

These three parking areas will satisfy the City's obligations to both the Downtown Association and Station Mall to provide additional parking and satisfy all Zoning By-law requirements for the increased seating capacity.

Of the various options considered, utilizing these three areas is the most cost effective solution. In addition, both the Queen Street and bus terminal properties can be made available for public parking prior to beginning construction of the new building. These additional 158 spaces should alleviate any concerns related to parking during construction.

At a recent meeting, the architects presented a revised design to improve barrier free access to the building that will result in the loss of 15 on site parking spaces. Acquiring the Bruce Street properties will provide sufficient parking for this option as well as for the future addition of more suites to the building or the retention of the existing Memorial Tower.

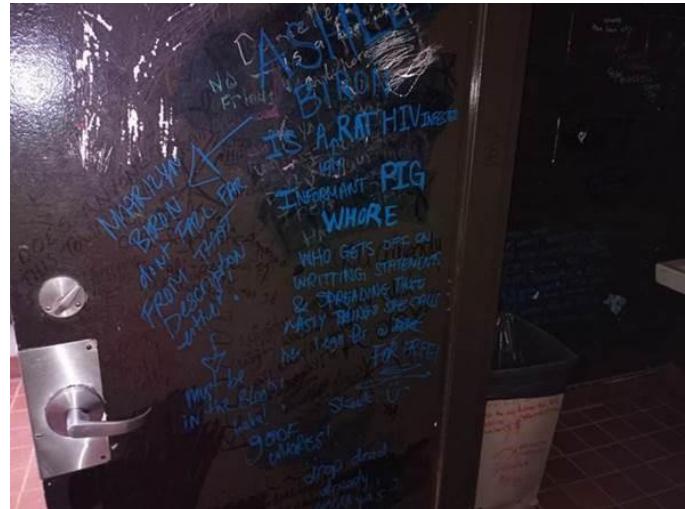
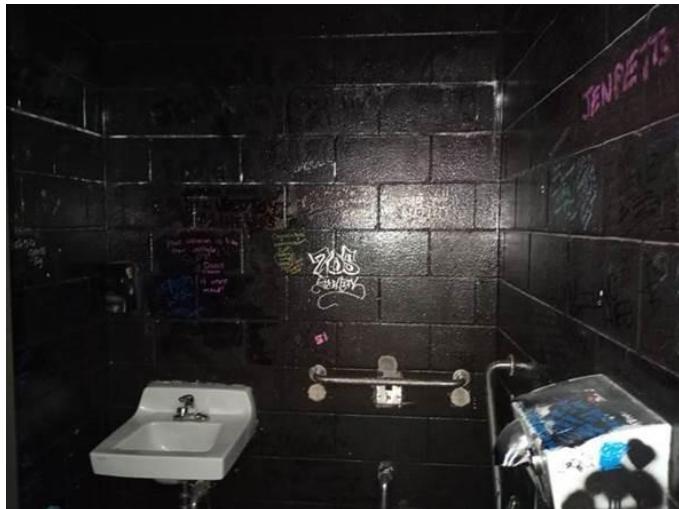
Please contact me if you require any additional information.

DBM/pms

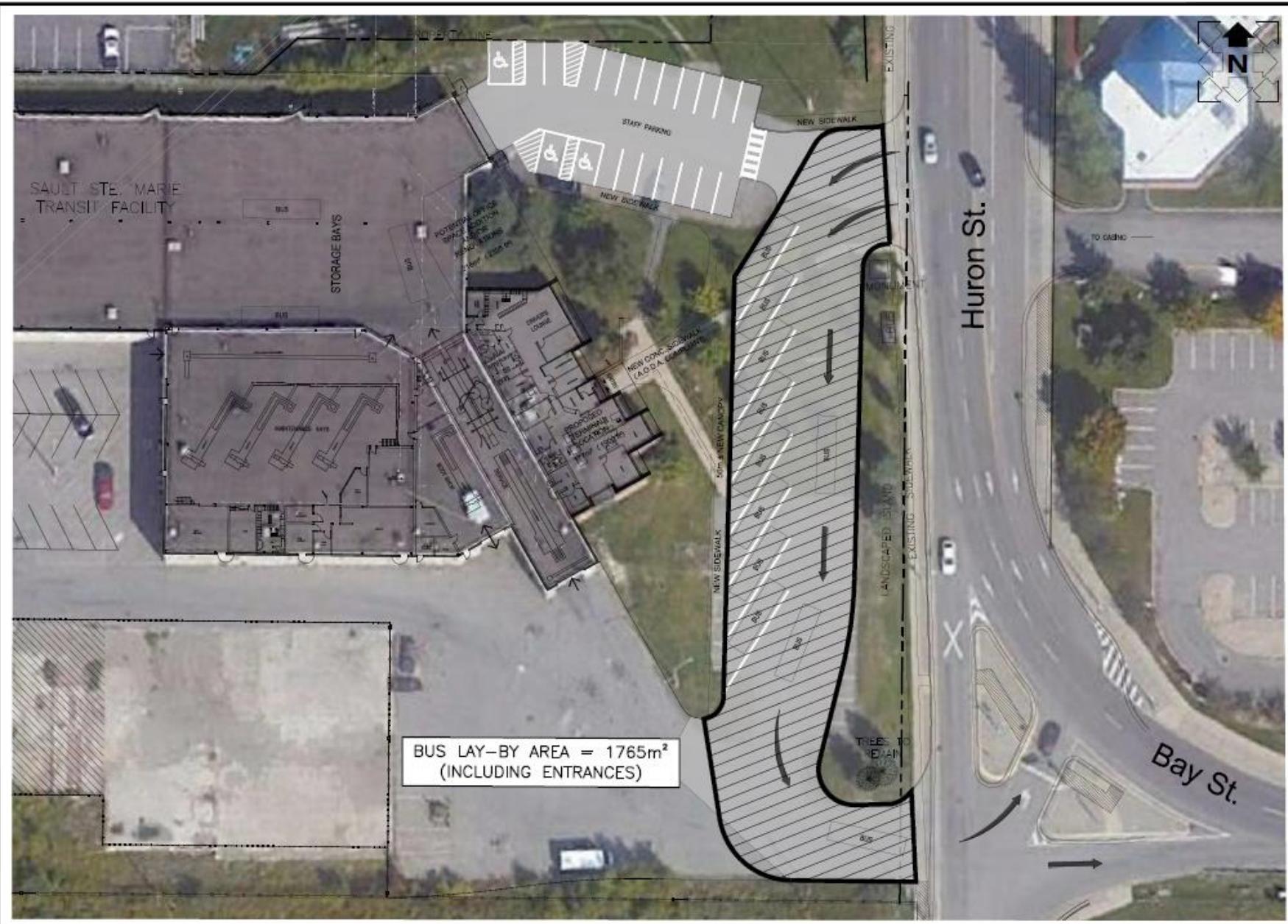
C.C. Nick Apostle, Commissioner of Community Services Department
Jerry Dolcetti, Commission of Engineering and Planning Department



Appendix D – Current Washroom Condition Dennis Street Terminal



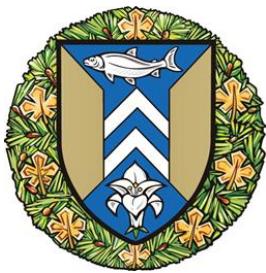




**CITY OF SAULT STE. MARIE
BUS TERMINAL RELOCATION
TRANSIT PROJECT ASSESSMENT PROCESS**



| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| CITY OF SAULT STE. MARIE | | | |
| BUS TERMINAL RELOCATION | | | |
| TRANSIT PROJECT ASSESSMENT PROCESS | | | |
|  TULLOCH <small>ENGINEERING GROUP</small> | | DRAWING: PROPOSED HURON STREET LOCATION | |
|  | | | |
| | | 0 / FEB. 4, 2021 KTN DATE 6/1 | ISSUED FOR COUNCIL MEETING ISSUES / REVISING PROJECT NO.: 20-1531 |
| | | DRAWN BY: KTN DESIGNED BY: JVM SCALE 1:500 | CHECKED BY: APPROVED BY: JVM DATE FEB. 4, 2021 |
| | | ENGINEER'S SEAL | DRAWING No. SK10 REMOVAL No. |



The Corporation of the City of Sault Ste. Marie

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

June 28, 2021

TO: Mayor Christian Provenzano and Members of City Council
 AUTHOR: Malcolm White, CAO
 DEPARTMENT: Chief Administrative Officer
 RE: Dennis Street Terminal Relocation – Referral Resolution
 Process

Purpose

To provide Council with information concerning the scope and process to be followed in addressing the referral resolution passed by Council at the 2021 06 14 Council meeting.

Background

At the 2021 06 14 Council meeting, during the consideration of the Dennis Street Terminal Relocation report, the following referral resolution was passed:

Resolved that the Dennis Street Terminal Relocation be referred to staff to research and report back with additional information regarding the feasibility of constructing a new terminal at the existing Dennis Street and Queen Street East site, including potential costs and long-term operational implications.

As outlined in the staff report accompanying the Environmental Assessment (EA) report, the potential relocation of the transit terminal to 111 Huron Street has been before Council a number of times in the past few years, specifically through approval of ICIP transit funding proposals and the approvals required for the present EA process.

Analysis

Simply put, the process staff will follow to research and report back on the matter of constructing a new terminal at the existing Dennis Street location and providing further information to Council does not change the scope of the current EA process. Council will be provided with feasibility and costing information to the same level as the terminal relocation and existing terminal renovation options in the initial report. We expect this report to be submitted to the July 12, 2021 Council meeting.

During Council's consideration of the referral resolution at the last meeting, there was a consensus that staff should also provide information regarding the process

Dennis Street Terminal Relocation – Referral Resolution Process

June 28, 2021

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to consider relocating the terminal to other potential sites in the downtown area. To research and report on these considerations would require at least an amended EA process. It is likely that instead of a Schedule A+ process the EA would need to follow a Schedule B process, particularly if any potential location was near residential property. Proceeding with this process would involve additional costs (approximately \$30,000) and time (approximately 4-6 months) before a report could be returned to Council for consideration.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact

This report specifically addresses matters not articulated in the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2021 06 28 concerning Dennis Street Terminal Relocation – Referral Resolution Process be accepted as information.

Respectfully submitted,

Malcolm White
CAO
705.759.5347
cao.white@cityssm.on.ca



201325

June 22, 2021

The Corporation of the City of Sault Ste. Marie
Community Development and Enterprise Services
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

Attention: Mr. Brent Lamming
Director Community Services

**Re: Construction Cost Estimate
Demolition and Reconstruction of the Dennis Street/Queen Street Terminal
at Civic No. 160 Queen Street.**

Dear Sir,

TULLOCH Engineering has completed our cost assessment to demolish and construct a new bus terminal on the existing site. We have also updated the cost estimates associated with Options 1 and 3 (renovating both the existing terminal and renovating 111 Huron Street) to reflect current pricing trends we are seeing in the local construction market.

Attached hereto is our list of assumptions and cost estimates for the following options.

1. Renovate 111 Huron Street
2. New Terminal on the Existing Terminal Site
3. Renovate the Existing Terminal

We reiterate that the construction sector market conditions, and more specifically the supply and availability of material is highly variable at this time, and the estimates should be considered as a Class D estimate in accuracy.

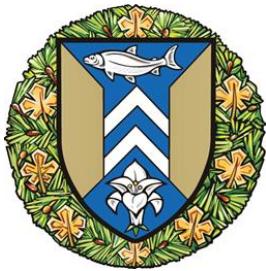
We trust the attached is suitable for your information and consideration. Should you require elaboration or clarification with respect to the information presented, please feel free to contact the undersigned.

Respectfully submitted,

A handwritten signature in blue ink that appears to read "John McDonald".

John McDonald, P.Eng.
Project Manager

jm



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Winter Control – Level of Service

Purpose

The purpose of this report is to present to Council the current level of service related to Winter Control, and to provide details on comparator municipalities and Minimum Maintenance Standards.

Background

The City of Sault Ste. Marie – Public Works Department – Operations Division currently follows the attached Guideline W-3 – Winter Maintenance. It is important that a policy be followed in order for staff to have clear objections and to protect the City against insurance claims should an accident/incident occur.

Each area of responsibility and level of service for street maintenance (snowplowing, sanding and salting, snow removal and snow storage) is described. It also includes our winter sidewalk maintenance policy and procedures as was approved by Council on June 27, 2016. Designated bus stops and laneways are also maintained by the Public Works Department.

In general the City is divided geographically into three (3) areas to organize street, sidewalk, laneway and bus stop maintenance. In order to provide the 24/7 service, four Shift Maintenance Supervisors work 12 hour shifts for the entire winter season. The winter control season begins for Public Works the first week of November and continues until the sweeping program is complete – typically April, early May of the following year.

The streets are divided into 17 routes plus a highway route and are maintained by plows or graders. The sidewalks are divided into nine (9) routes and trackless equipment are used to clear and sand those that are winter maintained. The bus stops and laneways are organized into seven (7) areas and front-end loaders are used for their maintenance. The sand/salt operators are each assigned an area to concentrate their work – north, downtown, east and west. All of the above is described in Section 1 of the policy.

Winter Control – Level of Service

July 12, 2021

Page 2.

It should be noted that the equipment required to maintain sidewalks and roadways throughout both winter and summer programs are supported by a team of eight mechanics, three servicemen and four welders who are managed by one supervisor.

Section 2 describes each route and the staff's priorities with the City's GIS relied upon for all mapping and critical notes for the operator and those supervising the effort.

Section 3 includes procedures for each area of responsibility. Additional details are provided as to the "how" and the "when" for each activity. This is also summarized in Table 1 attached to this report. This section of the policy also includes a brief description of the snow dump operations. The City owns and operates seven (7) snow dump locations throughout the community.

The last section, Section 4, describes how to declare a significant weather event. This aspect of the Minimum Maintenance legislation was presented and approved by Council on November 30, 2020. In the 2020-2021 season, one (1) significant event was declared.

As has been described, Guideline W-3 provides the overall objective for staff and management and is a great reference to be able to respond to inquiries for both staff and Council. In addition to this guideline, a reference summary of Frequently Asked Questions ('FAQ') for Winter Control is updated and included on the webpage annually. The FAQ sheet for the 2020-2021 season is also attached to this Council report as Attachment 2.

In order to compare the level of service provided within Sault Ste. Marie to those similar communities in Northern Ontario and by the Ministry of Transportation, Table 1 has been included. This had originally been compiled by the City of Sudbury has been confirmed to be up to date and is a great reference.

Minimum Maintenance Standards ('MMS') are set out in O. Reg. 239/02. Many aspects of winter control are included in this regulation including patrolling frequency, snow accumulation on roadways, snow accumulation on bike lanes and treatment of icy roadways. Critical to our discussion is the topic of snow accumulation on roadways which is found in Section 4.

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,
 - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
 - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,

Winter Control – Level of Service

July 12, 2021

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- (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
- (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.

Table
Snow Accumulation – Roadways

| Class of Highway | Depth (cm) | Time (hrs) |
|------------------|------------|------------|
| 1 | 2.5 | 4 |
| 2 | 5 | 6 |
| 3 | 8 | 12 |
| 4 | 8 | 16 |
| 5 | 10 | 24 |

It should be noted that we do not have any Class 1 roadways. A roadway's classification is determined by the Average Daily Traffic and the posted speed limit. Class 1 roadways would have a posted speed of over 81 km/hr (and an ADT of 8000 vehicles) which we do not have. Table 1 indicates our practice with regards to Class 2 – 6 roadways and that of the other northern municipalities.

Also, critical is the width of lane that is required by MMS. Ultimately, this must be considered for determining our snow removal efforts as snowbanks impact the provision of this lane width.

Analysis

A review has been conducted in comparison to other municipalities and MMS with the area of potential changes in the City of Sault Ste. Marie's level of service presented here in this section.

| Area of Service | Discussion | Recommendation |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| Snow Plowing/ Sanding/ Salting – Class 2 & 3 / Downtown and Hills | SSM's maintenance trigger and target are in line with other northern municipalities and consider MMS; we also include the downtown core as the business district as a high priority and the hills. Other municipalities have noted their downtown area as a high priority and given our topography, a reduced level of service on our hills would significantly affect travel across the city and open the Corporation up to greater liability. | No change is recommended in this aspect of service provision |
| Snow Plowing / Sanding – Class 3 – 6 Roads | The maintenance trigger for the residential subdivisions is 5 cm, however, if a major weather event occurs – maintenance in the 'subs' occurs after the Class 2 and 3 roads are clear. Should the trigger target be bumped to 8 | No change is recommended in this aspect of service provision |

Winter Control – Level of Service

July 12, 2021

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| Area of Service | Discussion | Recommendation |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| (Subdivisions - 'Subs') | <p>cm there is the risk of greater snow pack and the requirement for cutting more roads. The greatest number of complaints from residents is the windrow resulting at the end of driveways as a result of cutting. More snow pack would potentially enhance this issue. Also, the more snow that is packed on residential roadways, the likelihood of drainage being impacted is greater ie. catch basins will not be accessible, flooding may be more likely to occur due to changing weather patterns (rain during winter months and Spring). Water not being able to drain off roadways leads to more potholes forming and thus additional repair costs.</p> | |
| Sidewalks Winter Maintenance – Sanding and Plowing | <p>As reported in 2016, sidewalk maintenance is not an area specified in the MMS for the Province and their maintenance is managed differently from municipality to municipality. Council approved the policy in June 2016 and, in general, its application has been successful. Given the encouragement of active transportation, the trend is to enhance service in this area. We currently have a 5-day per week schedule. Requests are assessed each Fall (October 31st) for sidewalk maintenance with the overall kilometres maintained creeping up since 2016. The issue of budget, labour and equipment would need to be addressed should this trend continue. SSM maintains the least amount of sidewalks than the other comparable northern municipalities by percentage.</p> | Continue to review program each Fall and optimize routes |
| Bike lanes – no winter maintenance (by-law # 2014-144) | <p>Bike lanes for all northern municipalities either do not exist or exist and are not winter maintained, similar to SSM. There are Minimum Maintenance Standards related to this service provision. In general, the bike lanes have been designed to allow for greater snow storage for the roadway and should winter maintenance be required - specialized equipment may be necessary in addition to addressing labour needs. This is an area of complaint each Spring, as access to these bike</p> | No change is recommended in this aspect of service provision |

Winter Control – Level of Service

July 12, 2021

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| Area of Service | Discussion | Recommendation | | | | | | | | |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------------------|----------|---------|----------|---------|---------|--------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>lanes is following the ‘opening’ per the by-law on April 30th. Public Works sweeps these lanes at the same time as the roadway based on the roadway’s level of priority and tries to ensure their opening date (April 30th).</p> | | | | | | | | | |
| Snow Removal | <p>Snow removal operations vary from year to year and are primarily impacted by the snowfall the City receives. The comparison of over 8 years of data for SSM and the northern municipalities indicates SSM receives the greatest amount of snowfall (320 cm annual average*). Our Class 2 and 3 roads are the focus of snow removal with the goal to ensure they are passable and sight lines are considered. For those residents living on many of the Class 2 and 3 roadways – garbage collection (ie. cart placement) must be considered. Minimal Class 3 – 6 roads receive any snow removal – usually for safety (sightlines) or drainage reasons. Removing snow also assists in the management of the Spring melt as catchbasins are more easily exposed allowing water to flow off the roadway and reduce the formation of potholes and deterioration of roadway.</p> <p>The downtown core remains an additional focus of snow removal efforts in order to facilitate access to this business sector. Each removal takes approximately one (1) week to complete (if winter events do not require plowing/sanding, etc.) at an estimated \$80,000. Typically, removal of the downtown core takes place two to three times per winter, again dependent on when the snowfall commences for the season and the overall amount received.</p> <table> <tbody> <tr> <td>North Bay</td> <td>299.6 cm</td> </tr> <tr> <td>Sault Ste. Marie</td> <td>320.7 cm</td> </tr> <tr> <td>Sudbury</td> <td>263.4 cm</td> </tr> <tr> <td>Timmins</td> <td>311.3cm</td> </tr> </tbody> </table> <p>*https://www.currentresults.com/Weather/Canada/Ontario/snowfall-annual-average.php</p> <p>Thunder Bay (Environment Canada) approx. 100cm</p> | North Bay | 299.6 cm | Sault Ste. Marie | 320.7 cm | Sudbury | 263.4 cm | Timmins | 311.3cm | <p>No change is recommended in this aspect of service provision. Consideration of limiting downtown removal to two (2) times per year.</p> |
| North Bay | 299.6 cm | | | | | | | | | |
| Sault Ste. Marie | 320.7 cm | | | | | | | | | |
| Sudbury | 263.4 cm | | | | | | | | | |
| Timmins | 311.3cm | | | | | | | | | |

Winter Control – Level of Service

July 12, 2021

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In summary, based on consideration of all the different aspects of winter maintenance, current level of service and following the comparison to other northern municipalities and MMS – minimal to no change would be recommended at this time.

Financial Implications

There are no financial implications associated with this report. It is recommended that a follow-up report will be prepared outlining options to accomplish the approved level of service for winter maintenance. At that time, the budget will be assessed and any savings/shortfall(s) identified.

Strategic Plan / Policy Impact

The topic of this report – Winter Control – is an operational matter.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Public Works dated July 12, 2021 be received as information and furthermore that Council approve the current level of service as described in Guideline W-3 – Winter Maintenance.

Respectfully submitted,

Susan Hamilton Beach
Director of Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca



Subject: Winter Maintenance of Streets Appendix A: Sidewalk Snow Plowing

Service Area: Public Works & Transportation

Source: Council

Date: 2016 06 27

Purpose:

The purpose of the sidewalk snow plowing program is to give pedestrians a continuous network of plowed sidewalks that originate and terminate in neighbourhood, school or commercial areas.

Background:

A major review of the sidewalk network was conducted in 2016 with the goal of providing with the goal of providing a continuous network for pedestrians.

Criteria for Maintenance:

In order to establish the network in 2016, criteria was approved by Council and applied to the previously established routes. All new construction and future requests shall be evaluated considering the following approved criteria:

- Street classification and traffic volumes;
- School route, areas surrounding senior homes or sensitive land uses;
- Transit route;
- Only one side of a residential (Urban Local) street shall be plowed;
- Any sidewalk, walkway or pathway terminating mid-block or that does not provide continuous connection to another component of the sidewalk network shall not be maintained;
- Any curb-faced sidewalk along a narrow roadway that could better be utilized for roadway snow storage shall not be maintained as long as it does not impede the natural flow of pedestrian traffic;
- Any sidewalk, walkway or pathway adjacent to a vertical drop or along a steep grade where the public and operator's safety is compromised shall not be maintained;
- Sidewalks in residential areas that circle back to the place of origin shall not be maintained.

Addition or Deletion of Sidewalks:

The sidewalk network shall be reviewed annually by Public Works & Transportation. If the conditions which have determined maintenance have changed within the year, the maintenance status may be affected (I.e. school closure, altered bus route, etc.).



These additions and deletions shall be at the determination of Public Works & Transportation using the evaluation form found on the final page of this Policy.

1. New Construction:

New roads and sidewalks may be constructed by a developer or by the City. Most typically the developer is building a new residential roadway, while the City is constructing a roadway to meet recommendations of the Transportation Master Plan. Reconstructed roadways (i.e. part of the annual capital works program established by the Engineering & Planning Department) shall be reviewed annually for adherence to the criteria.

(a) New Roadway within a Subdivision:

When a new subdivision is constructed, the sidewalks will not be added to the snow plowing program unless the criteria for maintenance are satisfied.

Where sidewalk snow plowing in a new subdivision is deemed necessary for safety reasons, the portion(s) of the sidewalk to be plowed will be in accordance with the rate of building construction along the street.

(b) New Roadway Constructed by City:

When any new street, or portion of a roadway, is constructed by the City to satisfy an objective of the City's Transportation Master Plan, affected sidewalks may be added to the snow plowing program at the determination of the need to do so by Public Works & Transportation staff in consultation with the Engineering and Planning Department.

2. By Request of Council or Public:

Requests for sidewalk maintenance may be made by a member Council or the general public. Requests may be made to Public works & Transportation and will be tracked in our work order system. The requested sidewalk will be assessed in comparison to the approved criteria by Public Works & Transportation and the results of the assessment will be made known to the requester.

Timing:

The maintained sidewalk network shall be established by October 31st each year. Any requests submitted after October 31st will be considered for the program of the following year.



Sidewalk Snow Plow Maintenance Request

| | |
|-----------------------|--|
| Street Name: | |
| From (Civic address): | |
| To (Civic address): | |
| Addition or Deletion: | |
| Reason for Request: | |
| Requester: | |
| Contact Information: | |

Evaluation Criteria

| Criteria | Information (Provide details) |
|------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1. Street classification/traffic volumes | |
| 2. Does this sidewalk become part of a continuous connection to another component of the sidewalk network? | |

If answer is YES to 3. Or 4. the addition of the sidewalk shall be considered:

| | | |
|---------------------------------------------------------------------------|--|--------|
| 3. School route or areas surrounding senior homes or sensitive land uses? | | Yes/No |
| 4. City Transit route? | | Yes/No |

If answer is YES to 5, 6, 7, or 8. then the sidewalk shall NOT be considered for winter maintenance:

| | | |
|---------------------------------------------------------------------------------------------------------------------------|--|--------|
| 5. Are there sidewalks on both sides of the roadway and is the other side maintained? (Only applies to Urban Local roads) | | Yes/No |
|---------------------------------------------------------------------------------------------------------------------------|--|--------|



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Information Manual

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| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|
| 6. Is it a curb-faced sidewalk? Better utilized as snow storage? (Unless critical part of continuous sidewalk network that is maintained) | | Yes/No |
| 7. Is there a vertical drop adjacent to the sidewalk? | | Yes/No |
| 8. Does this sidewalk circle back onto itself? | | Yes/No |
| Recommended Addition or Deletion (please circle) | | Yes/No |
| Notification of Results to Requester | | |
| Name: | Date: | |

| Road Authority | Maintenance Activity | Maintenance Component | Maintenance Trigger | Maintenance Target (when conditions permit) | Target Response Time (following the end of a storm & when conditions permit) | Additional Comments |
|-----------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Sudbury | Snow Plowing | Class 1 - 3 Roads | 5 cm | Bare Pavement | 3 - 8 Hrs. | Roads are salted when temperatures permit |
| | Snow Plowing | Class 4 - 6 Roads | 8 cm | Snow Pack | 16 to 24 Hrs. | Roads are sanded |
| | Snow Plowing | ~ 80% of all Sidewalks | 8 cm | Snow Pack | 12 to 24 Hrs. | Only downtown sidewalks are plowed and sanded as required throughout the work week |
| | Snow Plowing | Bike Lanes | N/A | N/A | N/A | Bike lanes are not maintained in the winter. The intent is to close them by Bylaw |
| | Snow Removal | Completed when sight lines at major intersections are hindered, lane widths narrow and in the business sections as required. Property owners are responsible for snow removal, as required, to maintain sight lines at their entrances. CGS operates 1 official snow dump for municipal and public use. | | | | |
| Timmins (& South Porcupine) | Snow Plowing | Class 1 - 3 Roads | 2.5 - 10 cm | Bare Pavement | 4 - 12 Hrs. | Roads are salted when temperatures permit |
| | Snow Plowing | Class 4 - 6 Roads | 8 - 10 cm | Snow Pack | 16 - 24 Hrs. | Roads are sanded |
| | Snow Plowing | ~ 65% of all Sidewalks | 8 cm | Snow Pack | 48 Hrs. | Sidewalks are plowed and sanded – 7 days per week |
| | Snow Plowing | Bike Lanes | N/A | N/A | N/A | There are no designated bike lanes |
| | Snow Removal | Completed when snow banks reach 3 feet in the business sections, when sight lines are hindered or when lane widths narrow on any street. The snow removal operation is continuous after December of every year, excluding winter event days. There are 8 city snow dumps and 1 private snow dump in operation. Farthest haul distance is 4km's with an average round trip haul time of approximately 10 minutes. | | | | |
| North Bay | Snow Plowing | Class 2 - 3 Roads | MMS (5 - 8 cm) | Bare Pavement | 6 - 12 Hrs. | No Class 1 roads. Roads are salted when temperatures permit |
| | Snow Plowing | Class 4 - 5 Roads | MMS (8 - 10 cm) | Snow Pack | 16 - 24 Hrs. | Roads are predominantly sanded |
| | Snow Plowing | All Sidewalks | MMS (8 cm) | Snow Pack | Up to 48 Hrs. | Sidewalks are also plowed and sanded as required throughout the work week |
| | Snow Plowing | Bike Lanes | N/A | N/A | N/A | There are no designated bike lanes |
| | Snow Removal | Completed when sight lines at major intersections are hindered, lane widths narrow and in the business sections, when snow banks exceed 2 feet in height or as required. Largely a complaint/investigation/action driven system is incorporated for snow removal. There is 1 major snow dump with a round trip distance of 20 minutes from the business section. Starting in 2019/ 2020, Parks and Rec (Downtown Crew) will be removing snow in downtown area on a regular basis. | | | | |
| Sault Ste. Marie | Snow Plowing | Class 2 – 3 / Downtown / Hills (Priority 1 and 2) | 5 cm | Bare Pavement | Up to 12 Hrs. | Roads are salted when temperatures permit |
| | Snow Plowing | Class 4 – 6 (Subdivision) (Priority 3) | 5 cm | Snow Pack | Up to 24 Hrs. | Roads are sanded |
| | Snow Plowing | ~ 58% of all Sidewalks | 5 cm | Snow Pack | Up to 24 Hrs. | Sidewalks are also plowed and sanded as required throughout the work week |
| | Snow Plowing | Bike Lanes | N/A | N/A | N/A | Bike lanes are not maintained in the winter, they are closed by Bylaw |
| | Snow Removal | Completed on a priority basis to ensure streets are passable to vehicular traffic and to improve sight lines. Also done to facilitate downtown parking spaces as required. The City operates 7 snow dumps throughout its jurisdiction. | | | | |

| | | | | | | |
|-------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------|---------------|-----------------------------------------------------------------------------------------|
| Thunder Bay | Snow Plowing | Class 1 - 3 Roads | 5 cm | Bare Pavement | Up to 12 Hrs. | Roads are salted when temperatures permit |
| | Snow Plowing | Class 4 - 6 Roads | 10 cm | Snow Pack | Up to 72 Hrs. | Salt application limited to critical locations (hills, curves, etc.), others are sanded |
| | Snow Plowing | All (High Priority) Sidewalks | 5 cm | Snow Pack | 14 - 36 Hrs. | 14 Hours for plowing and 36 Hours for snow blowing, sanded as required |
| | Snow Plowing | All (Low Priority) Sidewalks | 5 cm | Snow Pack | 72 - 125 Hrs. | 72 hours for plowing and 125 hours for snow blowing, sanded as required |
| | Snow Plowing | Bike Lanes | N/A | N/A | N/A | Bike lanes are not maintained in the winter, they are closed by Bylaw |
| | Snow Removal | Completed when sight lines at major intersections are hindered, lane widths narrow and in the business sections as required. Snow removal has not occurred in the City for the past few years (conditions have not warranted). All roads are essentially bare due to City wide salting operation. Property owners are responsible for snow bank height at the end of their driveways. | | | | |

Summary Comparison of Snow Plowing / Removal Maintenance Targets

September 19, 2019

| Road Authority | Maintenance Activity | Maintenance Component | Maintenance Trigger | Maintenance Target (when conditions permit) | Target Response Time (following the end of a storm & when conditions permit) | Additional Comments |
|----------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| MTO | Snow Plowing | Urban Freeway | 2 cm | Bare Pavement | 4 Hrs. | New classification. Bare Pavement achieved when 95% of road is free of snow & ice. |
| | Snow Plowing | Freeway / Urban Hwy. | 2 cm | Bare Pavement | 8 Hrs. | Formerly Class 1 Hwy's. Bare Pavement achieved when 95% of road is free of snow & ice. |
| | Snow Plowing | Major Hwy. | 2 cm | Bare Pavement | 16 Hrs. | Formerly Class 2 Hwy's. Bare Pavement achieved when 95% of road is free of snow & ice. |
| | Snow Plowing | Intermediate Hwy. | 2 cm | Bare Pavement | 24 Hrs. | Formerly Class 3 Hwy's. Bare Pavement achieved when 95% of road is free of snow & ice. |
| | Snow Plowing | Minor Hwy. | 2 cm | Bare Pavement | 24 Hrs. | Formerly Class 4 Hwy's. Bare Pavement achieved when centre 1/3 of driving surface is bare. |
| | Snow Plowing | Local Hwy. | 2 cm | Snow Pack | 2 Hrs. | Formerly Class 5 Hwy's. |
| | Snow Removal | The most common type of snow removal involves minimizing 'Ramping', following 24 Hrs. after a snow event has ended. 'Ramping' means a situation where build-up of snow and/or ice creates the potential for a vehicle to climb up and over an installed safety barrier system and leave the Roadway or enter into the oncoming lanes of a divided Highway (Per MSS 2002 - Winter Maintenance). | | | | |



| | |
|-----------------------------------------|-------------------------------|
| SUBJECT: WINTER MAINTENANCE | GUIDELINE # W-3 |
| SOURCE: DIRECTOR OF PUBLIC WORKS | DATE: 2020 12 01 |
| DIVISION: PUBLIC WORKS | SUPERSEDES: 2018 04 01 |

POLICY

The purpose of this policy is to set out a procedure whereby streets, sidewalks and lanes are maintained in an efficient and affordable manner.

1.0 AREAS OF RESPONSIBILITY AND LEVEL OF SERVICE

1.1 STREETS

The level of service should provide plowing and sanding on arterial and collector streets within a 12-hour period and the plowing and sanding of all streets within a 24-hour period from the end of the event. The exception to this would be during prolonged cold and heavy snowfall conditions. During these extreme winter conditions, streets will be cleared of snow and sanded as time, staffing and equipment permits. If a significant weather event is declared, the time-periods will commence following the declaration of the end of the event as per Section 4.0 of this policy.

a) Snowplowing

The manner and priority of snowplowing is all subject to the discretion of the Director who shall exercise discretion with a view to public safety and the safety of the snowplow worker.

Plowing of streets will commence after an accumulation of 5 cm (2 inches) of snow.

Under normal weather conditions, all streets will be plowed with a 24-hour period from the end of the event unless extreme weather conditions exist.

Under extreme weather conditions, every attempt will be made to plow arterial and collector streets followed by residential streets.

Emergency vehicles must have access to areas of the City within a reasonable amount of time. The Director or designate may determine

from time to time that certain streets must be done ahead of others.

Under extreme weather conditions, it may be necessary to keep equipment off the streets in the interest of safety for both the public and the equipment operators. The City will notify the public through the media should this situation occur and the declaration of a significant event may occur.

Streets will normally be plowed at night when there is a parking prohibition on the streets. During extreme weather conditions, plowing and snow clearing may continue 24 hours a day.

Snow pack removal will be done regularly throughout the winter season. Arterial and collector streets will normally be done first followed by residential streets. An excessive amount of snow pack may lead to large windrows of snow and ice chunks blocking driveways. City forces will only consider removing windrows that are in excess of 0.6 metres (2 feet) or where, in the opinion of the Maintenance Supervisor, the windrows are hazardous.

b) Sanding and Salting

Sanding and salting of streets will be carried out on a regular or spot basis depending on the weather conditions. Preference will be given to priority #1 streets, hills, priority #2 streets, residential street intersections and priority #3, residential streets without sidewalks.

Residential streets will only be sanded at intersections and spot sanded the length of the street unless conditions warrant continuous sanding.

Priority listings and routes are indicated in the Winter Control Mapping in the City's GIS system.

The standard response time upon receiving a call at the Public Works office will be within 30 minutes. Multiple calls may delay the response.

c) Snow Removal

The goal of snow removal is to ensure the streets are passable for vehicle traffic and to improve visibility for motorists and pedestrians and to provide easier access to businesses, parking meters and pay and display locations.

Snow removal will be carried out on a priority basis starting with main commercial districts, arterials, collectors, narrow streets and areas of heavy accumulation of snow banks that have created a hazardous situation.

A snow removal schedule that describes the area and the streets that will be cleared will be generated regularly by the Superintendent of Works.

d) Snow Storage

The snow that is removed from streets, laneways, etc., will be placed in snow dumps that are located throughout the City. The City operates seven (7) snow dumps, strategically located to provide the most efficient service for snow removal operations.

1.2 SIDEWALKS

Maintained sidewalks will be plowed in a 24-hour period. Under extreme weather conditions, preference will be given to sidewalks on arterial and collector streets. The maintenance of sidewalks may be affected by the declaration of a significant weather event (Section 4.0).

1.3 BUS STOPS AND LANES

These areas should be plowed within 24 hours following the end of the storm event, but may be affected by the declaration of a significant weather event (Section 4.0).

2.0 ROUTES & PRIORITIES

The City's GIS system includes all Winter Control Mapping which defines routes and priorities for streets, sidewalks, bus stops, lanes and footpaths. The Director or designate has the right to make exceptions and alterations to routes and priorities that are established.

Three (3) Area Coordinators are responsible for the various winter maintenance activities. Their respective areas to be maintained are outlined in the GIS.

2.1 STREETS

The City is divided into 17 routes plus a highway route. Each of these routes is assigned to two operators (day and night shift) and a specific snowplowing vehicle (graders and trucks with plows and wings).

2.2 SIDEWALKS

The City is divided into nine (9) routes and each is assigned to an operator and trackless vehicle.

Municipal tractors equipped with blowers, straight plows, v-plows and sanders are used for maintaining sidewalks. Snow shall be blown onto the boulevard area whenever possible.

Only sidewalks designated in each area are to be plowed. Sidewalks are added or deleted based on sidewalk snowplowing procedure as adopted by Council and is reviewed annually.

2.3 BUS STOPS, LANEWAYS, CROSSWALKS, FOOTPATHS, FIRE HALLS

The City is divided into seven (7) areas for clearing snow from the bus stops and laneways. Front end loaders are used to perform this task.

The snow banks at the ends of footpaths and crosswalks will be removed at locations designated in each area.

Generally, City policy is that footpaths are not plowed.

3.0 PROCEDURES

In accordance with provisions of this policy, snowplowing shall be undertaken to ensure vehicular traffic safety and public convenience in accessing parking meters/pay and displays and businesses.

3.1 STREET PLOWING

The centre of the street will always be cut first and ridges of snow removed from the centre of the road.

Snow will be pushed as far as possible to the curb whenever the width of the street, boulevard and sidewalk permit.

Intersections, corners, etc., will be cleaned up to eliminate any windrows etc. Snow islands are not to be left at intersections for any extended period.

Piles of snow will not be left on the shoulder of the road. They are to be run off the end of the wing into the snow bank.

On Class "B" roads, the wing back of snow over ditches will not be done until such time as a ridge has formed at the edge of the shoulder to prevent cars from driving into the ditch.

One grader will be assigned to shifts on a 24-hour basis, seven (7) days a week.

3.2 SANDING AND SALTING

a) Operations

Sanding and salting operations are set-up on a shift basis - 24-hours a day, 7 days a week.

Underbody plows are to be used for light snowfalls as directed by the Supervisor.

The Operators are to inform the Supervisor of any streets or subdivisions that have not been completed at the end of their shift.

Private cars are not to be pulled by City vehicles as the City may be liable for damages to that vehicle.

Upon receiving a call from Police Services or staff regarding an area to be sanded, the Public Works Dispatcher will generate a service request and as soon as possible call a sander. Upon completion of the work,

the Sander Operator will call back to the dispatcher and advise that the work has been completed. The time of completion will be noted on the service request. When calls occur during weekends or holidays, the watchperson will receive the calls and generate the service requests.

b) Application Requirements

Computerized sanders are calibrated to apply 132 to 200 kg of salt per lane kilometer. Sand application is 200 to 700 kg per lane kilometer.

The Maintenance Supervisor will check the weather forecast and determine whether changes are required to the sander's settings. Operators will check with the supervisor on duty concerning adjusting the settings.

It has been determined that salt works best when the temperature is -18° C (10° Fahrenheit) and rising. Salt should not be used below this temperature unless directed by the Shift Supervisor.

Salt should be spread in as narrow a strip as possible along the centerline on straight roads and along the high side of super elevated curves.

If the pavement is dry and the snow is blowing off, a salt application may make the snow stick. This situation should be monitored and avoided where possible.

If temperatures are falling, a salt application in the late afternoon should be avoided as it may make the pavement wet and consequently create icy conditions as temperatures fall.

3.3 SNOW REMOVAL

a) Streets

In accordance with the provisions of this policy, snow removal shall be undertaken to ensure vehicular traffic safety and public convenience in accessing parking meters and businesses.

A street snow removal schedule is prepared each day during the winter maintenance season.

Any windrows left by the blower are to be pushed back into the banks by the grader prior to leaving the area.

Any streets not completed on the list must be noted at the end of the shift in order that they can be completed the following working day.

City snow removal operations shall comply with all relevant laws and regulations including the Highway Traffic Act, Occupational Health & Safety Act and Ontario Traffic Manual Book 7.

All snow is to be disposed of at the closest designated snow dump or as directed by the Shift Supervisor.

b) Sidewalks

Maps and lists of sidewalks to be plowed must be followed unless otherwise directed by the Maintenance Supervisor. The direction of travel of the sidewalk equipment in the sidewalk route may be adjusted by the operator, if in the opinion of the operator such adjustment can better accomplish the work to be done during a single shift, but such adjustments should be made in consultation with the Maintenance Supervisor.

Operators must report problems with parked vehicles on the sidewalk to the Maintenance Supervisor who will notify Dispatch / Watchperson.

Operators are to report to their Maintenance Supervisor, addresses of any homeowner that plows snow onto sidewalks. The Maintenance Supervisor will issue notices of illegal dumping requirements to those residents and refer to the Legal Department, if necessary.

c) Bus Stops, Laneways, Crosswalks and Footpaths

Maps and lists are to be followed by the Operators unless otherwise directed by the Maintenance Supervisor. Operators are to report any problems such as parked cars, etc., to the Maintenance Supervisor.

3.4 SNOW DUMP SITE OPERATION

Snow dump sites will be operated between the months of November and April of each year.

The operation of each site must follow guidelines set out by the Ministry of Environment, Conservation and Parks for the operation of a snow dump site.

Equipment noise on the site must be kept to a minimum. This requires that there is no banging of truck gates and the speeds of vehicles on the site are kept to a minimum.

The snow will be built up around the perimeter of the site to form a noise attenuation barrier.

Special considerations may be required to control drainage in snow dumps adjacent to residential areas.

4.0 DECLARING A SIGNIFICANT WEATHER EVENT

As per Regulation 239/02 of the Municipal Act 2001, an Ontario municipality may declare a significant weather event when a weather hazard is approaching or

occurring and has the potential to pose a significant danger to users of the highways in which they have authority over.

The City of Sault Ste. Marie may declare a significant weather event when the weather forecast or actual weather condition includes one or more of the following conditions:

- Significant snow accumulation during a 24 hour period.
- Ice formation that occurs with no warning from the weather forecast.
- High winds leading to large snow drifts, and reduced visibility; or
- Cold temperature when de-icing operations will not be effective.

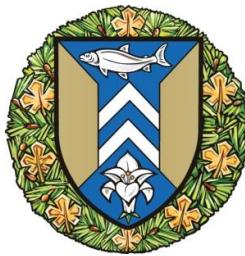
The declaration of a significant weather event is not notice of a reduced level of service or a road closure. The declaration is to notify the public that due to the current or forecasted conditions, caution is to be observed when travelling on Sault Ste Marie roads and that during the time period of the declaration the transportation system is in a state of repair.

To declare a significant event the following steps will be taken:

1. Supervisory staff (most often the Shift Supervisor) will be communicating with the DCAO, Public Works or the Director of Public Works.
2. Notice will be provided to the Corporate Communications Officer and the public will be advised by any one of the following means:
 - a) By posting a notice on the municipality's website;
 - b) By making an announcement on a social media platform, such as Facebook or Twitter;
 - c) By sending a press release or similar communication to internet, newspaper, radio or television media;
 - d) By notification through the municipality's police service; or
 - e) By any other notification method required in a by-law of the municipality.
3. The declaration of an end of an event must be made via the same media options listed above.

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



**Public Works &
Engineering Services**

Public Works – Winter Operations Frequently Asked Questions

1. When does Winter Operations start for Public Works?

The winter season officially starts in early mid-November.

2. How many kilometers of road are maintained during the winter?

A total of 1225 lane kilometers of road are sanded, salted and cleared of snow.

3. How does Public Works divide up the sanding and salting responsibilities?

Four (4) shift Supervisors along with 20 Operators are split into four groups to cover sanding and salting throughout the city 24/7. Included in this group is a grader operator that will cover the hills when a snow event dictates plowing is required. The sand/salt operators are each assigned an area where they concentrate their work: north, downtown, east and west. One (1) sander is also scheduled from 4 a.m. to 12 noon, Monday to Friday to sand municipal parking lots.

4. How do the plowing routes get organized?

Along with the core group mentioned above, the city is divided into three (3) areas to accommodate street, sidewalk, laneway and bus stop clearing. These areas are supervised by Area Coordinators which include 18 plow routes, 7 loader routes and 9 sidewalk routes.

5. How are the shifts organized?

Thirty-six (36) street plowing operators are divided into 2 groups. Each of these groups alternate working an 8-hour day shift and an 8-hour night shift, Monday to Friday. Depending on the timing of the event, they may be required to work extended hours during the day or be called out early for a night shift. The weekends are also covered alternately by the day and night shift.

6. How do laneways and bus stops get cleared?

Seven (7) loader routes are covered by operators that work an 8-hour shift. During a snow event they are called in at 4 a.m. to begin clearing the laneways and bus stops.

When they are not handling a snow event, the loader operators are assigned a truck to clear snow piles to enable snow storage for the next event (at key visibility / problem drainage locations). These operators also work weekends when a snow event requires it.

7. How do sidewalks get maintained during the winter?

Nine (9) sidewalk routes are covered by a group of operators that work an 8-hour day beginning at 4 a.m. Monday to Friday. When a snow event requires it, these Operators work weekends, as well.

8. Which sidewalks get plowed?

The City has a Sidewalk Snow Plowing Policy revised and approved by Council in 2016. The purpose of the policy is to give pedestrians a continuous network of plowed sidewalks that originate and terminate in neighbourhood, school or commercial areas. Criteria was established to assess the maintenance requirements with the key considerations including: street classification and traffic volumes, school routes, areas surrounding senior complexes or other sensitive land uses or transit routes. There are other factors to consider such as – only one side of a residential street shall have its sidewalk plowed, if it does not provide a continuous route, if there is a significant vertical drop abutting the sidewalk, or if the sidewalk circles back onto itself.

Important to note: after October 31st each year, sidewalks will not be added to the program, as establishing routes that can be accomplished in one shift is onerous and once the season commences, additions can cause great difficulty. The sidewalk plowing routes are reviewed once annually and any changes required or requested throughout the year, are evaluated in comparison to the criteria.

9. How many kilometers of sidewalk get plowed?

For the winter of 2019-2020, our sidewalk program includes 209 km of the total 356 km in the City. The winter maintenance program includes plowing, sanding and sweeping the sidewalks in the Spring.

10. Is it possible to send workers home in advance of a snow event and have double force out during an event?

Public Works equipment inventory only provides coverage for a one-shift complement as listed below.

11. What does the equipment inventory at Public Works include?

The Public Works equipment inventory includes:

- 14 front-mounted plow trucks with wing (3 spares in the event of breakdowns);
- 8 graders with wings (1 on shift schedule 24/7);
- 9 trackless units; and
- 7 loaders.

12. When can I expect the streets to be plowed?

Generally, Public Works begins to plow streets after an accumulation of 5cm of snow. Under normal conditions, all streets will be plowed within a 24-hour period unless adverse conditions exist and continue for an extended period of time. During severe weather events, every attempt will be made to plow arterial and collector streets followed by the residential streets.

13. Can the amount of snow be “more balanced” between my neighbour across the street and my driveway?

The routes are established based on traffic patterns and snow is most typically pushed to the right, which doesn’t allow the operators in most cases, to alter where the snow is deposited.

14. Why do I get so much snow in my driveway – I live on a corner lot?

Many corner lot complaints are due to the fact that the operator has to remove snow from the entire intersection area, as well as usually larger stretches of roadway to carry along, which gets deposited in the first driveway it encounters. It does not get done intentionally, nor is it avoidable.

15. Will the end of my driveway be cleared if there is a large windrow at the end?

If the snow / ice is deposited there from a standard snow plowing exercise (ie. during or following a snow event), the City will not be removing the windrow regardless of height. When Public Works undertakes a “cutting” exercise (ie. scrapping down significant snowpack on the road), Supervisors will assess whether or not a loader will be used to clear the end of the private driveways. This decision is made largely on the 2 ft. rule, but, also depends on availability of equipment / labour and is on a case by case basis. Cutting the roads is done to minimize rutting of the snowpack, usually when temperatures may be rising or other circumstances (ie. weather event such as rain) requires it be done. If the City is removing snow, it can take an additional amount of time – delays of hours are typical to have the removal complete.

Social Services has the lead with an annual service provider selected to offer this service for seniors and other qualifying individuals.

Collection of Refuse and Recycling During Winter Operations

16. Where do I place my garbage and recycling carts on collection day during the winter?

The garbage and recycling carts should be placed behind the curb, and clear of the sidewalk. Generally, the most preferred place will be in the driveway, at least 3 feet away from a snowbank or parked vehicle. Do not place garbage or recycling carts on the snowbank(s) as they will not be collected.

17. Do I need to put my carts out every week – especially during a major snow event?

No. Your recycling cart should be placed out for pickup only when they are full or near full. If you also choose, especially during the winter months, your garbage cart may only be placed out if full or nearly full. If a major winter event has occurred, please listen for announcements regarding cancellation of collection services and instructions for next pick-up.

18. When do my carts need to be at the curb?

Your carts need to be at the curb for 7:00 a.m. on their respective collection days. During the winter, residents are asked to place their carts out on the morning of collection. This is beneficial to the evening operators for snow plowing and snow removal purposes. For the same reason, residents are also asked to bring their carts in as soon as possible after

they are collected. ***Note: If your cart is on the roadway, the snow plow will have to go around it and your roadway will narrow.***

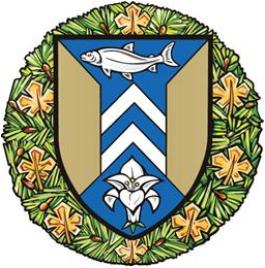
Service Requests

19. Who do I contact for a service request?

All Emergency or critical requests should be called in to a 24/7 Dispatch service at Public Works – **(705) 759-5201**. A work order will be created to track and properly direct the service request to the appropriate Area Coordinator.

Other service requests can also be submitted by phone to: (705) 759-5201, by email at: pwt@cityssm.on.ca or through the Public Works page on the City website at: [Public Works Service Request](#).

A work order will be created to track and properly direct the service request to the appropriate Area Coordinator.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Short Term Rental (STR) Review

PURPOSE

This report explores short term rentals in Sault Ste. Marie. It describes local STR statistics, and a number of key municipal considerations, including a recommended approach to regulating short term rentals.

BACKGROUND

On May 6, 2019 Council passed the following Resolution:

Whereas short term/transient accommodation rentals have become more and more popular in recent years; and

Whereas short term/transient accommodation rentals are operated by owner occupants, tenants, property investors and management companies; and

*Whereas many communities in North America have taken steps to regulate short term/transient rentals to address housing, nuisance and community issues; and
Whereas these types of rentals can impact the amenities, character and stability of a neighborhood; and*

Whereas the City of Sault Ste. Marie currently has no regulations that apply to these types of accommodations;

Now Therefore Be It Resolved that City Staff consider best practices developed in other municipalities and report back to Council with recommendations on a framework that permits transient accommodation consistent with and respectful of our residential neighbourhoods.

ANALYSIS

Although the short term rental (STR) phenomenon is not new, online platforms have made it very easy to connect hosts with guests, which has resulted in a proliferation in both supply of and demand for STRs. Airbnb is by far the most

Short Term Accommodations

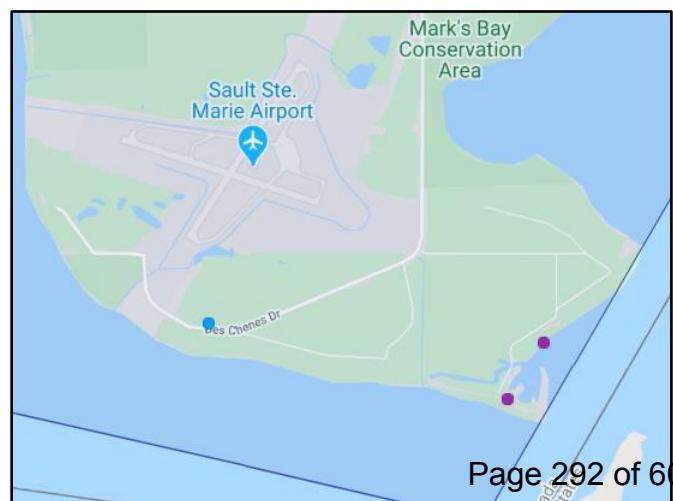
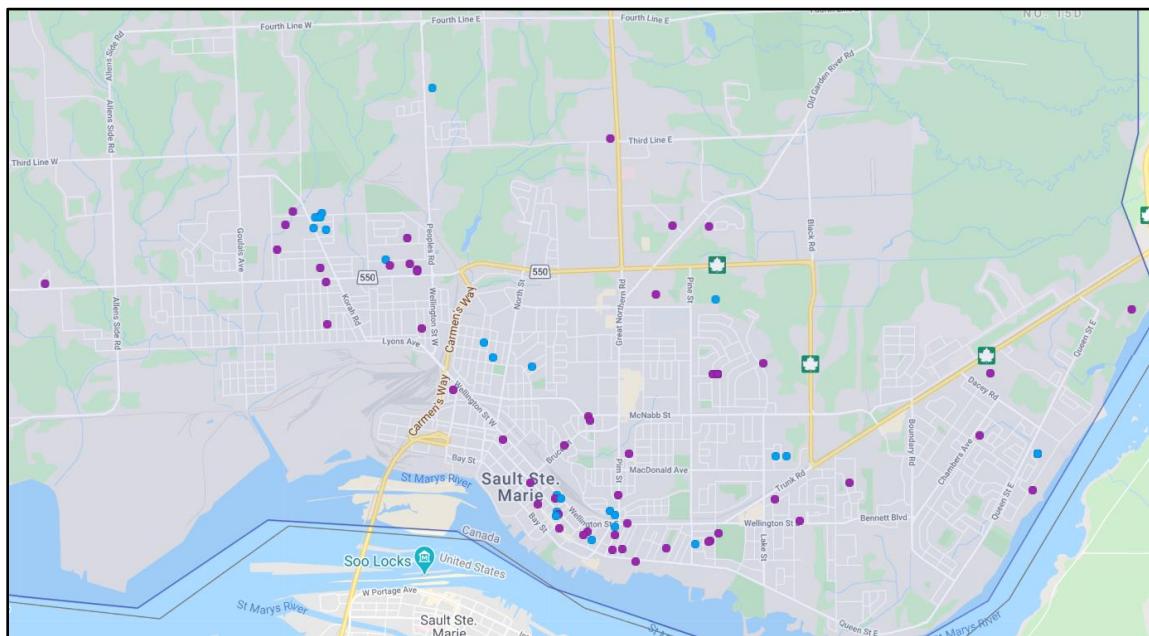
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commonly used web platform, offering listings in more than 190 countries. Others include Vrbo and Kijiji. In most cases, local listings on other platforms were also on Airbnb.

Active Short Term Rental (STR) Listings in Sault Ste. Marie – As of Feb. 2020

- Total: 66 active listings
 - 40 were entire self-contained dwelling units
 - 26 were private rooms, which may or may not have a dedicated bathroom, but are not be considered a separate dwelling/apartment within a house.
- 4 properties marketed as waterfront, 3 in the Pointes area and 1 on River Road.
- 22 listings are located in the downtown area
- Almost all active STRs are located in residential areas.



- | | |
|--|-----------------|
| | Entire Dwelling |
| | Private Room |

Short Term Accommodations

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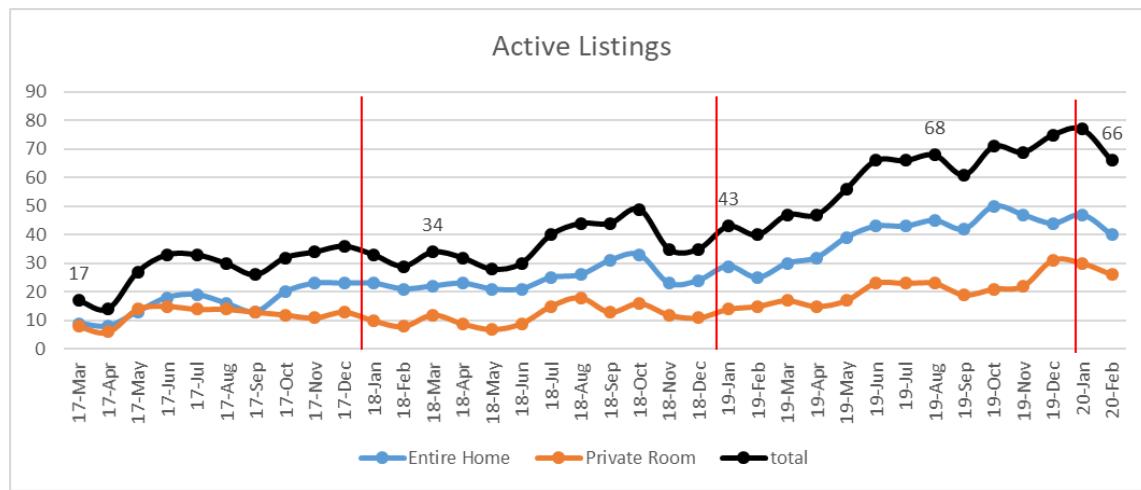
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Analysis of Short Term Rentals in Sault Ste. Marie

The following information was obtained from AirDNA, an online subscription service that uses proprietary algorithms to data scrape common STR platforms. Please note there may exist data limitations.

The global pandemic has had a significant impact upon STRs. While the extent of these impacts locally is unknown.

In general, there has been a steady increase in both the supply and demand of online short term rental accommodations.

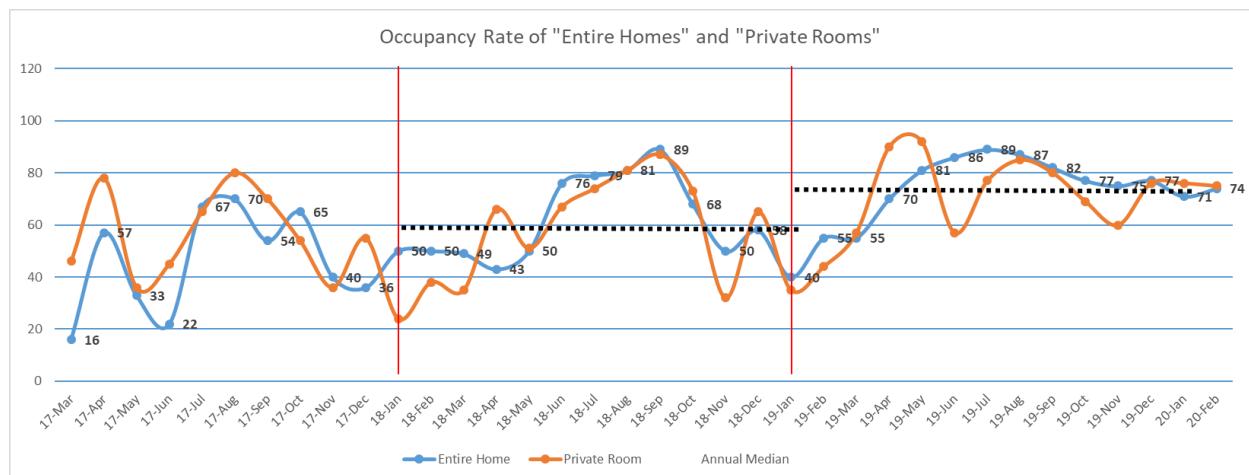


The total number of active listings nearly tripled from 17 in March 2017 to 66 in February 2020.

Short Term Accommodations

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Median annual occupancy rates have increased from 60% in 2018 to 75% in 2019.

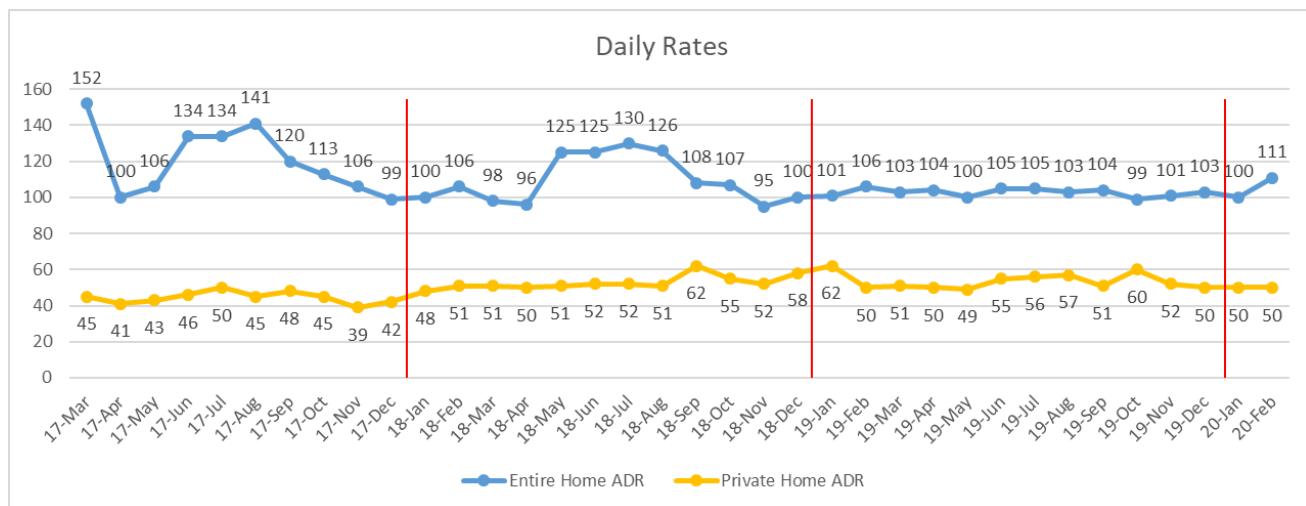


The total number of nights booked more than doubled between 2018 (5,195) and 2019 (11,073).

Short Term Accommodations

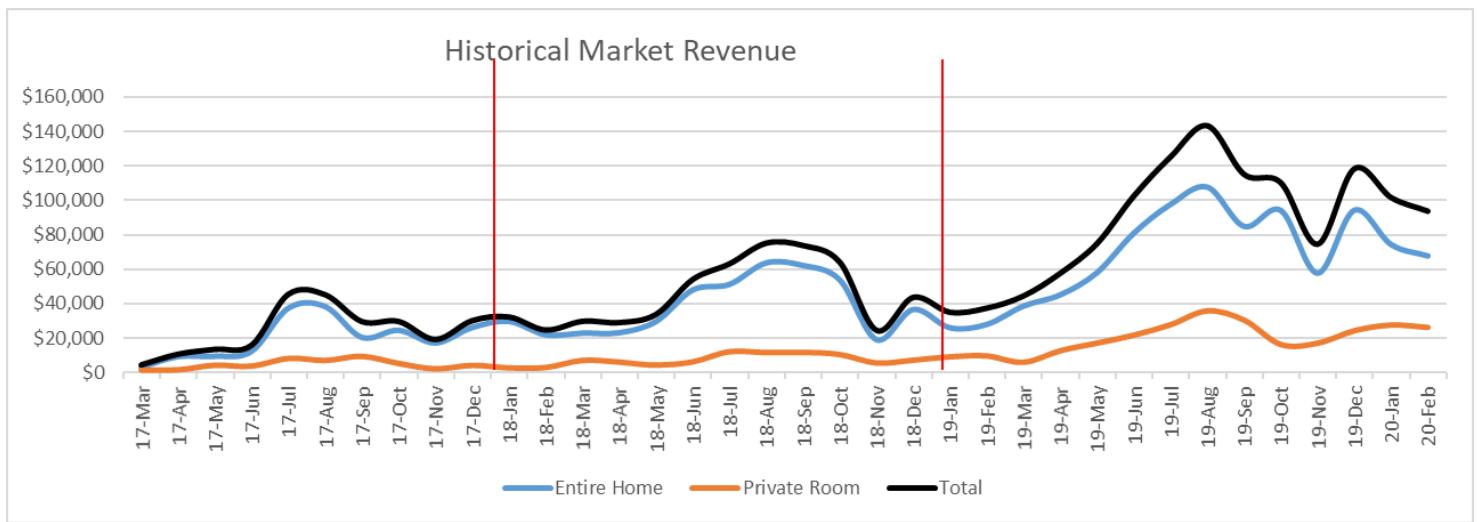
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The average daily rate (ADR) in 2019 was \$111 for entire dwellings and \$50 for private rooms.

- These rates remained relatively constant throughout the year, with slight seasonal increases between May and September.
- The ADR for entire dwellings was about 30% higher in 2018 for entire dwellings.
- The ADR for private rooms remained relatively constant between 2018 and 2019.



Total Annual Revenues Graph - Total annual revenues from STRs nearly doubled between 2018 (\$549,790) and 2019 (\$1,037,616).

Municipal Considerations

The following benefits and concerns associated with STRs are identified:

| Benefits | Concerns |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none">1. Provide hosts with income opportunities, whether it be related to a primary dwelling or a home that is for sale, such as spec homes and 'house flips'.2. Provide longer term occupants (ie. students) with the ability to rent out the dwelling during summer months.3. Provide unique, alternative accommodations options for tourists, especially larger groups.4. Provide alternative accommodations for medium term occupants, such as hospital patients, locums and short term workers. | <ol style="list-style-type: none">1. Potential for increased neighbour complaints, including noise.2. Removal of long term rental units from supply. This has been the main concern in other communities that have adopted regulations.3. Commercialization – Corporations and individuals purchasing multiple properties for the sole intent of offering an STR.4. Impacts to hotel/B&B uses, which traditionally pay commercial taxes and the municipal accommodation tax. Most STRs occur in residential areas and pay a residential tax.5. Safety of units – Building and Fire Code compliance |

Municipal Considerations

At present, the majority of the Municipalities with zoning regulations for STRs are in Southern Ontario. Some municipalities in 'cottage country', (Muskoka and Haliburton areas) also have STR regulations. Sudbury, Timmins, Thunder Bay and North Bay do not regulate STRs. Kenora is reviewing the potential for regulations and Huntsville has decided against any regulations. Below is a summary of a Municipal scan of STR regulations:

1. **Definition of Short Term** – Most municipalities define a short term rental as an accommodation that does not exceed one month (28 days).
2. **Principal Residence** – All municipalities with regulations require the STR to be the host's principal residence. While it is difficult to determine principal residence with currently available information from AirDNA, there are 13 hosts in Sault Ste. Marie operating multiple listings, totaling 35 STRs. It is estimated that at least half of all listings are not a host's primary dwelling.

Requiring an STR to be the host's primary dwelling generally helps to ensure a greater level of oversight, which can help in reducing neighbourhood impacts such as noise. It also eliminates the commercialization of STRs and reduces the removal of long term units from the existing rental supply.

3. Maximum Rental Timeframe – Most municipalities restrict hosts from offering STRs for more than 180 days (6 months) per year. According to AirDNA, about half of the current active listings in Sault Ste. Marie are available for more than 180 days.

Together with requiring an STR to be the host's primary dwelling, the maximum rental timeframe helps to eliminate commercialization and reduces the removal of long term rental units from the existing supply. The maximum timeframe also maintains the overall residential character of the dwelling.

4. Exemptions – Most municipalities exempt hotels, which normally operate in commercially zoned areas and bed and breakfasts, which normally operate in residential areas, but are by definition, owner occupied during a guests stay. In some cases, Municipalities have also exempted cottages/waterfront properties and rural properties beyond the urban settlement area boundary.
5. Permitted Zones – Most municipalities permit STRs in all residential zones and any other zone that permits a dwelling unit.
6. Licensing - Every Municipality that had STR zoning regulations also established a licensing regime. Without licensing in place, it is very difficult to enforce:
 - a. Zoning conformity – Principal dwelling, maximum rental timeframe.
 - b. Safety - Building Code compliance
 - c. Collection of Municipal Accommodation Tax

Land Use Appeals Related to Municipal STR Regulations

There are 2 landmark decisions where municipal STR regulations were challenged and upheld by the Local Planning Appeal Tribunal (LPAT).

Sheldon Rosen and the Lodges at Blue Mountains vs. The Town of Blue Mountains (PL080455)

In this case, the Lodges at Blue Mountains appealed Council's approval of an Interim Control By-law in 2008 to prohibit short term accommodations on all residentially zoned lands until the Town could review and propose regulations. The appellants argued that any regulations pertaining to STRs would represent

'people zoning' and that STRs are no different than dwellings and therefore compatible in any residential area. The board found no basis for the appellant's argument that the proposed regulations amounted to people zoning, noting '*that the proposed By-laws are intended to regulate the use of lands and not the persons who use it.*' Furthermore, the Board found that the '*actions of the Municipality are a legitimate exercise of its authority to zone for differing levels of use intensity and differing needs for municipal services.*' Subsequently, the Towns Official Plan and Zoning By-law were amended to create one of the earliest STR regulations in the Province.

Fairbnb Canada et al vs. City of Toronto (PL180082)

In December 2018 the City of Toronto passed 2 zoning by-laws to regulate STRs. The new regulations had the effect of permitting STRs in all areas that permit a residential dwelling, however the STR had to be the operators primary dwelling. The appellants argued that the use of a dwelling unit by a guest for a short period of time is identical to the use by an owner or tenant for a longer period. Both are residential in nature and use a dwelling unit for its intended purpose of living. In essence, they argued that whether or not the unit happens to be someone's primary dwelling is irrelevant and at no time is the use not residential. The Tribunal upheld the City of Toronto Zoning By-laws on the grounds that the City's By-laws for STRs support Provincial and City policies related to housing and maintaining the integrity and stability of residential areas.

Determining a Local Approach to STR Regulations

Data obtained through AirDNA suggests a steady increase in both supply and demand for local STRs. Up to this point, Planning staff has received a relatively limited number of complaints related to 2 STR listings, one in the Pointes area and the other in the east end. In both cases, complaints included additional noise, traffic and a general disregard for neighbours, which are in fact consistent with complaints often received from rental properties. In comparison, Planning staff has received more information requests from individuals wishing to create an STR unit.

There are two critical planning elements that must be considered when discussing STR regulations:

1. At what point does an STR change from a residential use to a for-profit commercial use?

Existing municipal regulations aim to remove the commercial or corporate nature that STRs have evolved to, with individuals and corporations purchasing and operating multiple listings. It has been estimated that the top 20% of hosts generate roughly 80% of the total worldwide revenues through online STR

platforms. Opponents raise concerns such as minimal oversight with increased nuisance complaints and a general disregard for the residential character of the neighbourhood. Advocates argue that this is no different than individuals and corporations purchasing multiple long-term rental units.

2. Are STRs impacting the overall availability and affordability of long-term rental units?

The issue is that units that would otherwise be long-term rentals, are offered as an STR instead of a long-term rental unit. Within the local context, it is difficult to argue that the existing 66 units (26 are private rooms that may not be self-contained rentable dwelling units) are having significant impacts on the overall availability and affordability of long-term rental units. Having said this, although the impact may be negligible at this point, if STRs continue to grow locally this may become an issue.

Property Taxes and the 4% Municipal Accommodation Tax (MAT)

The Municipal Property Assessment Corporation (MPAC) has confirmed that properties that operate as STRs are still taxed based upon a residential tax rate, but they are subject to a different property code, which may impact the overall market value assessment.

Not unlike local hotels, STRs should contribute to the Municipal Accommodation Tax.

If Council approves the recommended zoning and licensing regimes, the Finance Department will collect the 4% MAT from STRs.

Licensing

Licensing is a critical component of the implementation of STR regulations. Without licensing, enforcement and MAT collection would be very difficult. Furthermore, given the Planning Act is not retro-active, licensing is also required to ensure that existing STRs conform to the regulations.

Attached is a draft registration form that all STR hosts will need to fill out and submit to the Clerk's Department for a license. Much like other license applications, the onus will be on the applicant to contact various departments for information and approval prior to applying. An official from each department will need to sign off for the application to be deemed complete. More specifically:

1. Building Division – Conduct a file review and potentially an on-site inspection, which including applicable fees, to ensure City Zoning By-Law 2005-150 and Ontario Building Code compliance.

2. Fire - Conduct an on-site inspection, which will include applicable inspection fees, to ensure Ontario Fire Code compliance.
3. Finance – Confirm that MAT return form(s) have been completed properly.

Staff is proposing that licenses be valid for a period of 3 years, upon which STR hosts will be required to renew their license.

Public Consultation

Public consultation is a critical component in designing any STR regulations. It is recommended that Council approve this report as information, and direct staff to conduct a comprehensive consultation process based upon the following approach:

1. That STRs be permitted in all zones that permit a residential dwelling.
2. That STRs be defined as any accommodation that is available for up to 28 days.
3. That hotels and bed and breakfasts be exempt.
4. Where an STR is located in any residential zone, the STR must be the hosts principal dwelling. This requirement is waived for residential units permitted in Commercial Zones (C1, C2, CT2, C3 and C4) which operate as an STR.
5. That STRs located in any residential zone cannot be offered or advertised for more than 180 days per calendar year. This requirement is waived for residential units permitted in Commercial Zones (C1, C2, CT2, C3 and C4) which operate as an STR.
6. That STR hosts hold a valid license from the City.

At the conclusion of the consultation program, staff will report back to Council, this fall.

The consultation process will include:

- Public advertising in local print and online media.
- Press releases to various local media outlets.
- An in-person public meeting if COVID restrictions will allow.
- Email notice to members of the community that have already provided contact information to Planning Staff.

FINANCIAL IMPLICATIONS

Accepting this informational report and proceeding with public consultation will not result in any incremental costs to the Municipality.

Based upon data obtained from AirDNA, collection of a 4% MAT would have resulted in approximately \$22,000 in 2018 and \$41,500 in 2019. Implementing common zoning regulations such as requiring STRs to be the hosts primary dwelling and limiting room nights to fewer than 180 days per year would likely decrease STR revenues.

The proposed application fees for new and renewed licenses are as follows:

1. Licensing fee, payable to Clerks Department - \$60 (*new fee)
2. Building Division file review and/or on-site inspection fee - \$59.68 – \$123.79 (*standard fees in accordance with existing Council approved user fee by-law)
3. Fire Services file review and on-site inspection fee - \$133.91. (*standard fee in accordance with existing Council approved user fee by-law)

The aforementioned fees include taxes and are subject to annual updates to the user fee by-law.

STRATEGIC PLAN / POLICY IMPACT

Accepting this report as information and proceeding with a public outreach program is not directly linked to any policies within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2021 07 12 be accepted as information and that staff proceed with public consultation upon the proposed short term rental accommodation regulations.

Respectfully submitted,

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

Short-Term Rental Registration and Renewal



Submit Completed Application Form to the City Clerk

| | | |
|---------------------------------------------------|-----------------------------------|----------------------------------------|
| Mail 99 Foster, Sault Ste. Marie ON P6A 5X6 | E-Mail cityclerk@cityssm.on.ca | Questions? Please call 705-759-2684 |
|---------------------------------------------------|-----------------------------------|----------------------------------------|

A short-term rental (STR) is the rental of all or part of a home for a period of no longer than 28 consecutive days and is typically listed on platforms such as Airbnb, Vrbo, FlipKey. STRs exclude hotels and motels. STRs must comply with all applicable laws and be located in a principal residence - this is the home that the STR operator (i.e. the applicant) usually lives in as well as the address they use for bills, identification, taxes, and insurance. An operator can only have one principal residence at a time and must not be permitted to operate a rental for more than 180 nights per calendar year.

All registered STR operators will be required to start collecting and remitting the four per cent Municipal Accommodation Tax (MAT) on a quarterly basis. For Information on how to collect and make the MAT payments please refer to City of Sault Ste. Marie website at:

<https://saultstemarie.ca/City-Hall/City-Departments/Corporate-Services/Finance/Municipal-Accommodation-Tax.aspx>

Registration renewal by the expiry date is required to permit the continued use of the STR property. It is the STR operator's responsibility to inform the City of any changes to the registration. New registration is required in the event of a change in property ownership.

Short-Term Rental Property Information

Address of short-term rental (STR) property:

First time application

Registration renewal

Housing type of the STR

- House (single/semi-detached)
- Duplex/triplex/fourplex
- Townhouse
- Apartment/condominium
- Accessory building (e.g. coach house)

Other

Is this property the operator's principal residence?

Yes

No

The STR property must be the primary residence of the STR operator.

Is the operator a tenant or registered owner of the property?

Registered owner

Tenant

An authorization form is required from the owner and/or mgmt.

What part of the property will be rented?

Entire building or unit (e.g. personal bedroom, bathroom, kitchen and entrance)

Rooms within the building (e.g. personal bedroom, but shared bathroom, kitchen and entrance)

Number of bedrooms available for guests to use

Maximum number of guests allowed in a unit?

STR Operator Information

First and last name

Telephone

Email

Driver's Licence or Ontario Photo Card number

Used as proof of principal residency and must match the short-term rental address.

Emergency contact name

Telephone

Email

The emergency contact must be available 24/7, and will be contacted half should a concern arise and you are not available.

Community Safety Requirements - Self Declaration

Smoke alarms are installed on all levels of the dwelling, outside all sleeping areas, between the sleeping area and the remainder of the home, and are maintained in operating condition in accordance with the manufacturer's instructions.

Yes No

If the dwelling has a fuel burning appliance, fireplace and/or is connected to a garage, please confirm that the dwelling has carbon monoxide alarms installed adjacent to each sleeping area, and are maintained in operating condition in accordance with the manufacturer's instructions.

Yes
 No
 Not Applicable

The STR Code of Conduct must be provided to all guests.

A copy of this document can be found on page 3.

Yes

I _____ certify that the information contained in this application and other attached documentation is true to the best of my knowledge.

I _____ shall defend, indemnify and save harmless the Corporation of Sault Ste. Marie, its officers, Council members, partners, agenda and employees from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury and to damage to or destruction of tangible property including loss of revenue or incurred expense arising directly or indirectly from the use, management, and operation of the STR property as set out in this Short Term Rental Registration and Renewal application.

Signature of applicant: _____

Date: _____

Agency Approval and Sign-Off

Applicants must contact the relevant City departments for information and approval prior to submitting this application form. An official from each department must sign off in this section for the City Clerk to deem this application complete. **Application fee must be collected prior to Agency Approval.**

Building Division

building@cityssm.on.ca - 705-759-5410

Property has passed the file review and/or on-site inspection (whichever is deemed necessary).

Official's Name

Official's Signature

Date of Signature

Fire Services

fire@cityssm.on.ca - 705-949-3333

Property has passed on-site inspection.

Official's Name

Official's Signature

Date of Signature

Finance Department

MAT@cityssm.on.ca - 705-759-5278

MAT form(s) have been submitted and deemed complete.

Official's Name

Official's Signature

Date of Signature

Documents to Include With Registration/Renewal Form

- If the applicant is a tenant, a letter of authorization from property owner is required.
- If the STR unit is within a building of other units, or where owners jointly share common areas such as pools, garages, elevators, outside hallways and gyms, then authorization from the condo board or property manager is required.
- A photocopy of the operator's driver's licence or Ontario photo card.
- Confirmation of Approval from City departments (if submitting for final authorization).
- Copy of the certificate of insurance in the amount of no less than \$5 million. City must be added as additional insured.
- Waiver and release form.
- Proof of residency affidavit.

Office Use Only

| | | | |
|------------------------------|-----------------------------------|-----------------------------------|------------------------------------------------|
| Assessment roll number (ARN) | Registration number | Zoning by-law | Date of approval(dd/mm/yy) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Application decision | <input type="checkbox"/> Approved | <input type="checkbox"/> Declined | Expiry date (dd/mm/yy) <input type="text"/> |
| Payment received | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

Welcome

Biiindigen

Bienvenue

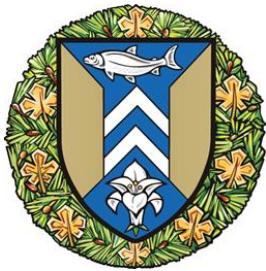
#THESOO #WELCOMETOSSM

Located at the heart of the continent and the center of the Great Lakes, Sault Ste. Marie has been a traditional gathering place for hundreds of years. We invite you to discover why our region has been a destination for so long and for so many.

We pride ourselves in hosting and accommodating visitors in our community and have established a code of conduct for the purpose of optimizing your experience.

Please keep in mind the following:

- Be considerate of your neighbours - please no excessive noise or disturbances at any time.
- Clean up after your pet on all private and public properties.
- Park vehicles in a designated parking spot.
- Conserve energy and minimize water consumption.
- Recycle waste.
- Fireworks are not permitted.
- As your hosts, we encourage you to reach out to us at any time so we can help make your visit the best it can be.



The Corporation of the City of Sault Ste. Marie

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

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-13-21-Z.OP 305 Conmee Avenue (Soapy'z Auto Wash
Ltd.)

PURPOSE

The applicant, Ben Cicchelli, has submitted an Official Plan and Zoning By-law amendment application to permit an electrical contractor's yard on 305 Conmee Avenue.

PROPOSED CHANGE

Re-designate the subject property from Residential to Commercial on Schedule C (Land Use Map) of the Official Plan.

Rezone the subject property from Low Density Residential Zone (R3) to General Commercial Zone (C4.S) with the following special exceptions:

- Permit an electrical contractor's yard with no outdoor storage.
- Reduce the westerly side yard setback from 3m to 1.2m.
- Reduce the rear yard setback from 10m to 1.2m.

Subject Property:

- Location: Located on the south side of Conmee Avenue, approximately 44m (144') east of the Wellington Street West intersection.
- Approximate Size: Width – 16m (52'); Depth – 50m (164'); Area – 800m² (0.2ac).
- Present Use: Vacant land.
- Owner: Soapy'z Auto Wash LTD.

BACKGROUND

There are no previous applications on this property.

ANALYSIS

Conformity with Official Plan

Schedule C (the Land Use Map) designates the first 40 metres of the subject property as Commercial in the Official Plan. The rear 11 metres of the property is designated as Residential. A map change from Residential to Commercial for this portion of the property is therefore required for the proposed new use.

Contractor yards are not explicitly identified as a commercial land use in the Official Plan, however, Part 1.3 of the Implementation policies provide flexibility for uses which are considered to be similar in nature to what is permitted and which conform to the general intent and policies of the land use designation. The proposed electrical contractor use would have no outdoor storage or heavy equipment and can therefore be considered more of a commercial, rather than industrial use. This is consistent with the abutting commercial designation.

Archeological Potential

Schedule E (Archeological Resources) of the Official Plan identifies archeological potential on the site. A review of historic air photography shows that extensive soil disturbance has occurred on the property, minimizing the likelihood of any archeological resources. As per Archeological Resources Policy 2, an archeological assessment is not required where past soil disturbance has occurred.

Conformity with Provincial Policy Statement 2020

The proposal complies with the PPS in the following manner:

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:

- e) *Promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.*

1.3 Employment:

- a) *Providing for an appropriate mix and range of employment and institutional uses to meet long-term needs.*

The proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the Plan.

COMMENTS

The subject property is located in an area that is composed of residential, commercial and industrial uses. Located to the north, south and west sides of the property are residential uses, and to the east are commercial and industrial uses.

The proposed use includes an electrician's office with approximately 280m² (3,000 ft²) of enclosed storage space for related materials and equipment. Unlike a traditional contractor's yard, no outdoor storage is proposed. All of the 15

required parking spaces are located on the abutting property to the east - 285 Conmee Avenue. At this time, both properties are owned by the applicant. The Zoning By-law permits off-site parking on an adjacent property if it is zoned commercial and if the adjacent property owner agrees to maintain the required number of parking spaces for as long as the use exists. The applicant has informed staff that an arrangement with the adjacent property has been made. This arrangement can be secured by amending the existing site plan agreement for 285 Conmee Avenue. Planning staff will recommend that the 2 required barrier-free parking spaces be located within the closest parking area that is approximately 7.5m east of the proposed building.

The exclusion of outdoor storage, and the “out-in-the-field” nature of electrical contractor work mitigate traffic as well as visual and other impacts that are associated with a contractor’s yard. The proposed use of the property resembles more of what is considered a commercial use, and serves as an effective transition between the residential uses to the west, and the commercial and industrial uses to the east.

Rezoning the property to Commercial Transitional (CT2) Zone instead of General Commercial (C4) Zone is recommended because its list of permitted uses is more appropriate for the area. While the CT2 zone is primarily applied to the areas immediately surrounding the downtown area, it may also be applied as a neighbourhood commercial zone with residential areas. Retail trade up to maximum of 300m² is permitted in this zone.

The applicant proposes a 1.2m setback from the south and west lot line. After conducting a site inspection, planning staff recommend a 3 metre setback to provide an adequate separation distance from existing vegetation along the common lot line. The proposed building can be shifted eastward and/or reduced in size to accommodate this. No setbacks are required along the east lot line because it abuts a commercially zoned property. Planning staff also recommend that a continuous hedgerow of evergreens, bushes or shrubs be planted along the south and west lot lines to establish an appropriate buffer from the residential uses, and compliance with zoning buffer requirement. Prohibiting windows and other openings on the west and south building wall will further ensure a compatible interface with the residential neighbours. The site plan control process can secure these details.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Friday, June 18, 2021. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on Saturday, June 19, 2021.

Public Comments

No comments were received at the time of writing this report on June 29, 2021.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment.

No comment/objection: the Accessibility Advisory Committee, Building Division, Community Development and Enterprise Services, Economic Development Corporation, Fire Services, Legal Department, Ministry of Municipal Affairs and Housing, the Municipal Heritage Committee, Public Works, and the Sault Ste. Marie Region Conservation Authority.

Engineering Division notes the following:

- Stormwater management is required. Stormwater management systems that serve two properties may require additional approval from the Ministry of Environment Conservation and Parks.
- The proposed parking lot extends across a ditch that is part of 285 Conmee Site Plan. Lot Grading and drainage plans addressing both properties should be provided.
- There is an existing 100m sanitary lateral. Owner should confirm it is sufficiently sized for the development.
- It is recommended that this property be subject to Site Plan Control. Any new changes should be submitted for site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained within the Corporate Strategic Plan.

SUMMARY

The applicant, Ben Cicchelli, has submitted an Official Plan and Zoning By-law amendment application to permit an electrical contractor's yard on 305 Conmee Avenue.

The exclusion of outdoor storage, and the "out-in-the-field" nature of electrical contractor work mitigate traffic as well as visual and other impacts that are associated with a contractor's yard. The proposed use of the property resembles that of a commercial use, and serves as an effective transition between the residential uses to the west, and the commercial and industrial uses to the east. The proposed building will block out the parking area to the east and will also

have no openings facing the residential uses to the west of the property. No impacts to neighbouring properties are anticipated.

Planning staff recommend a 3m rear and westerly side yard setback to provide a sufficient distance separation between the proposed development and existing vegetation along the common lot lines. It is also recommended to require the applicant to plant shrubs or bushes between the residential uses to enhance buffering. This can be further addressed in the site plan control stage.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 07 12 2021 concerning Official Plan and Zoning Application A-13-21-Z.OP be received and that Council approve Official Plan Amendment #234 (map change) by redesignating the rear 11 metres of the subject property from Residential to Commercial; and

Be it further resolved that Council rezone 305 Conmee Avenue from Low Density Residential Zone (R3) to Commercial Transitional Zone (CT2.S) with a Special Exception to permit, in addition to those uses permitted in a CT2 zone, the following special provisions:

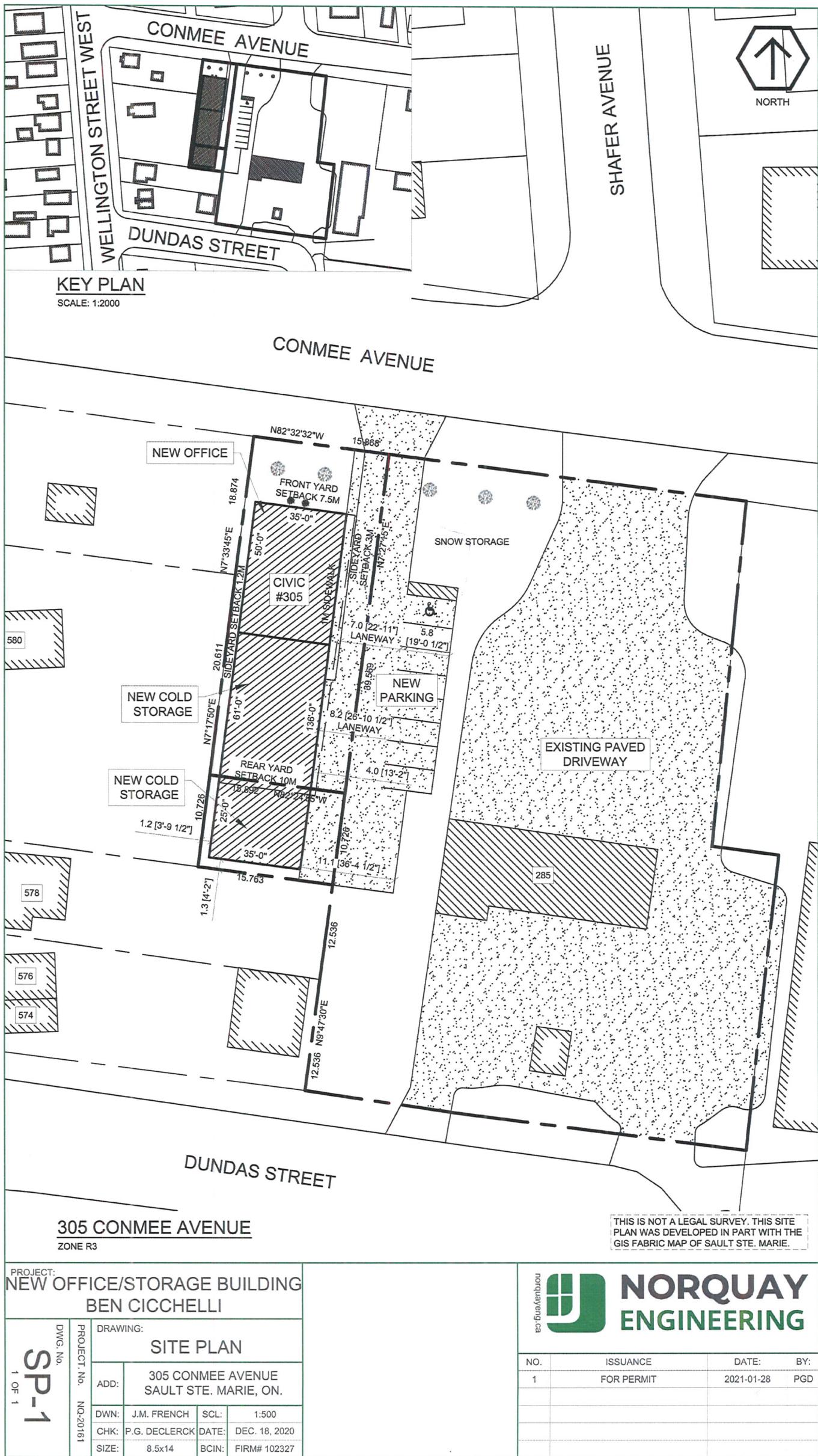
1. An electrical contractor's yard with no outdoor storage.
2. Reduce the rear (south) yard setback from 10 metres to 3 metres.

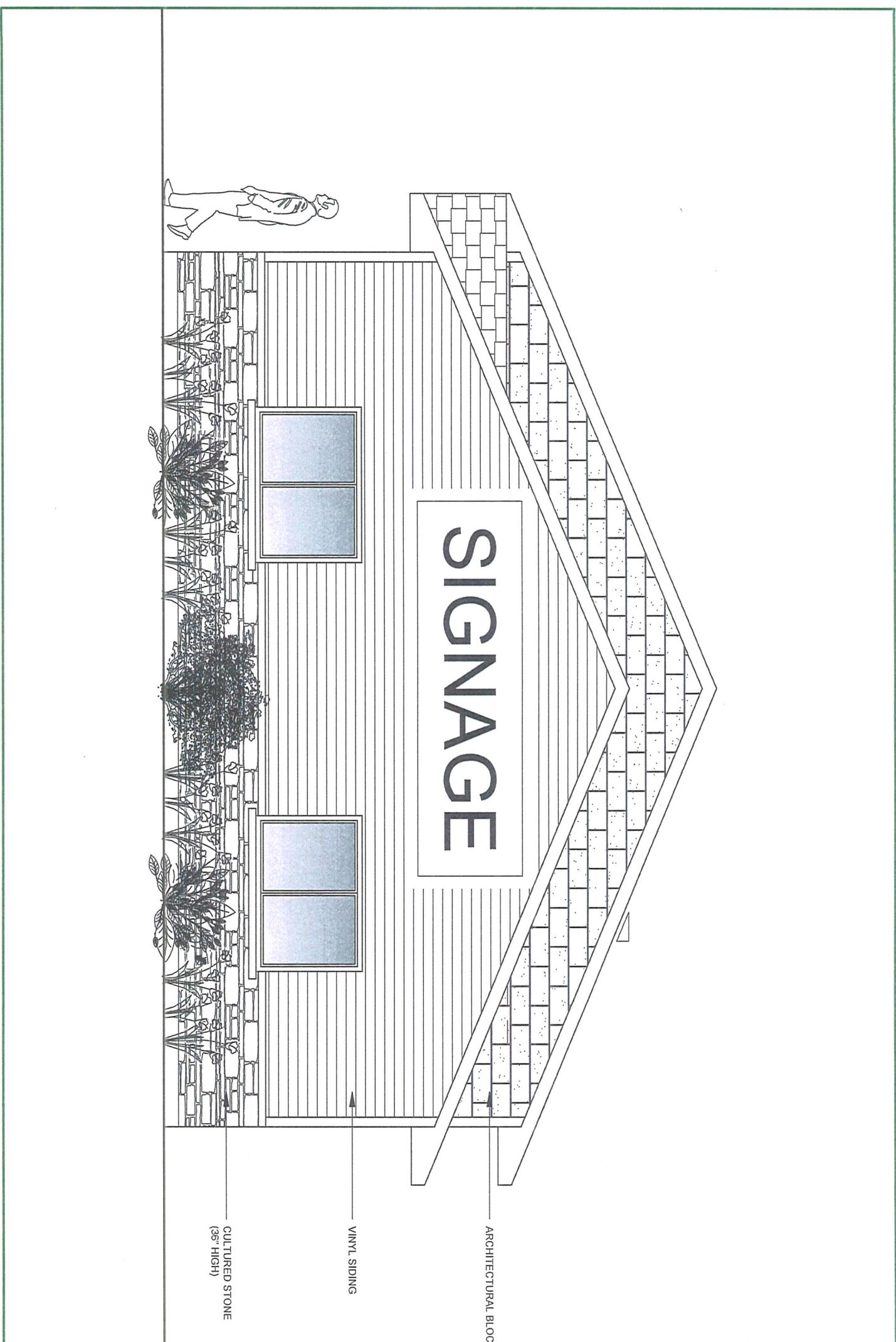
And that the subject property be deemed subject to site plan control as per Section 41 of the Planning Act.

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

Respectfully submitted,

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





PROJECT:
NEW OFFICE/STORAGE BUILDING
BEN CICCHELLI

| DRAWING: ELEVATIONS | | | |
|------------------------|-------------------------------------------|-------|--------------|
| ADD: | 305 CONMEE AVENUE, SAULT STE.MARIE, ON | | |
| DWN: | J.M.F. | SCL: | 1/4" = 1'-0" |
| CHK: | P.G.D. | DATE: | 2020-12-18 |
| SIZE: | 8.5"x14" | BCIN: | FIRM# 102327 |

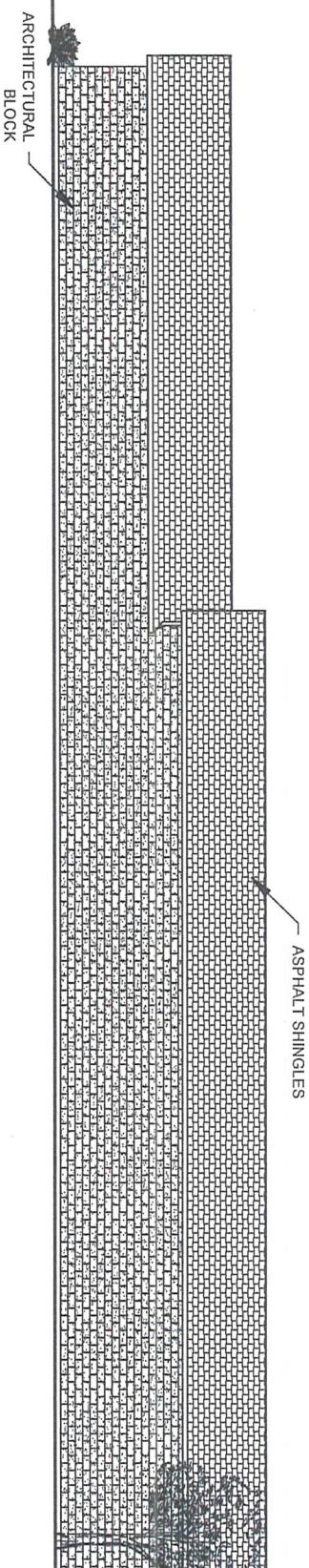
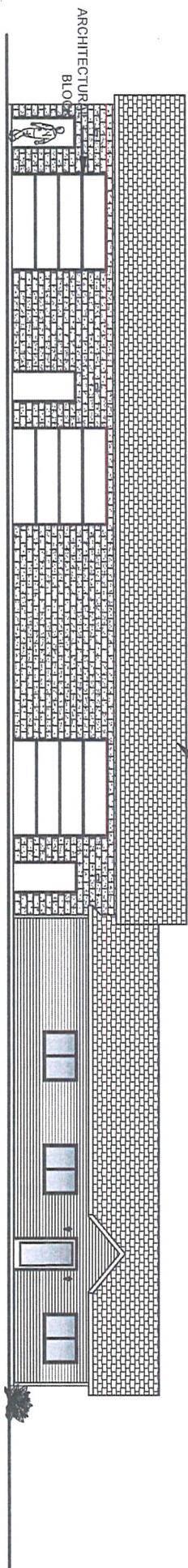
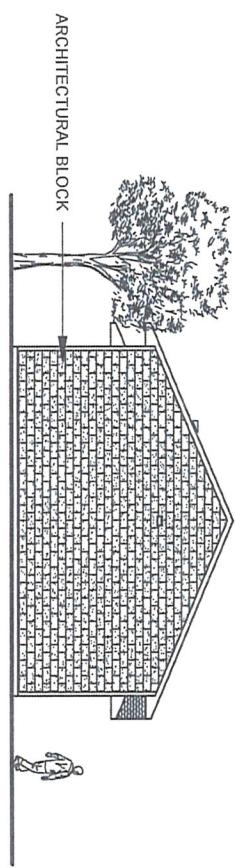
A-1
1 OF 2

PROPOSAL
NOT FOR CONSTRUCTION
FOR GENERAL REVIEW



**NORQUAY
ENGINEERING**

| No. | ISSUANCE | DATE | BY |
|-----|--------------------|------------|----|
| 1 | FOR GENERAL REVIEW | 2020-01-28 | -- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



PROJECT: NEW OFFICE/STORAGE BUILDING
BEN CICCHELLI

DRAWING:
ELEVATIONS

| | | | |
|-------|-------------------------------------------|-------|---------------|
| ADD: | 305 CONMEE AVENUE, SAULT STE.MARIE, ON | | |
| DWN: | J.M.F. | SCL: | 1/16" = 1'-0" |
| CHK: | P.G.D. | DATE: | 2020-12-18 |
| SIZE: | 8.5"x14" | BCIN: | FIRM# 102327 |

A-2
2 OF 2

PROPOSAL
NOT FOR CONSTRUCTION
FOR GENERAL REVIEW

norquayeng.ca

**NORQUAY
ENGINEERING**

| No. | ISSUANCE | DATE | BY |
|-----|--------------------|------------|----|
| 1 | FOR GENERAL REVIEW | 2020-01-28 | -- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**AMENDMENT NO. 234
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

Lot 7, Plan 2401 Korah; Pt Lane Plan 2401 Korah closed by T63093; SAULT STE. MARIE, Located on the south side of Conmee Avenue, approximately 44 metres east from the Wellington Street West intersection, with approximately 16 metres of frontage along Conmee Avenue. Civic Number 305 Conmee Avenue.

BASIS

This Amendment is necessary in view of a request to permit certain commercial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

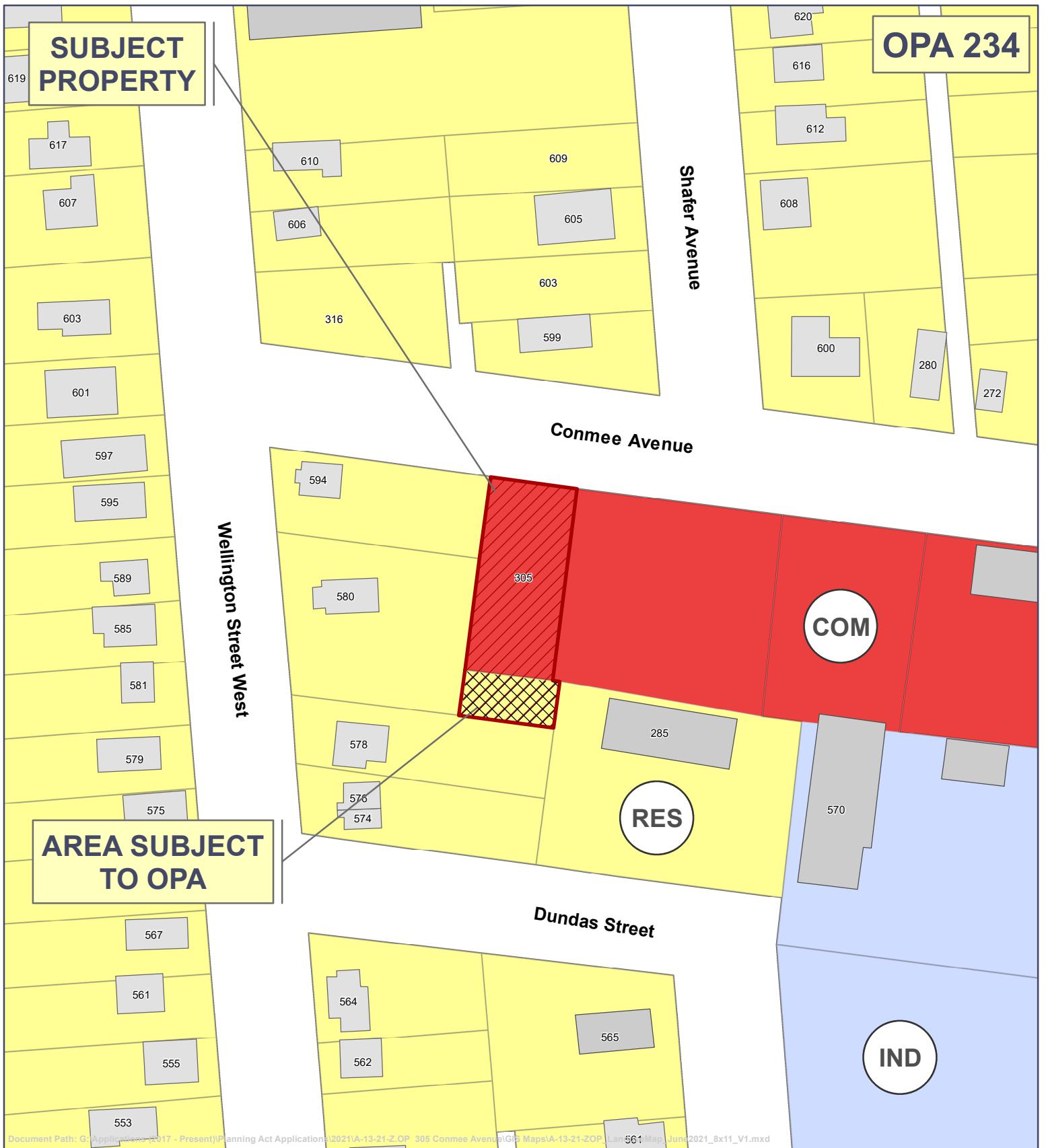
Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the rear 11 metres of the subject property from Residential to Commercial.

INTERPRETATION

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



| Application Map Series | |
|--------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Subject Property | <input checked="" type="checkbox"/> Official Plan Landuse |
| <input type="checkbox"/> Existing Zoning | <input type="checkbox"/> Aerial Image |
| <input type="checkbox"/> Official Plan Amendment | |
| Property Information | |
| Civic Address: 305 Conmee Ave | |
| Roll No.: 050002066000000 | |
| Map No.: 57/1-59 | |
| Application No.: A-13-21-ZOP | |
| Date Created: June 5, 2021 | |

| Legend | |
|----------------------------------------------------------|----------------------------------|
| | Subject Property: 305 Conmee Ave |
| | Residential |
| | Commercial |
| | Institutional |
| | Parks Recreation |
| | Industrial |
| | Rural Area |
| | Airport Lands |
| | Parcel Fabric |
| SAULT STE. MARIE | |
| Planning and Enterprise Services | |
| Community Development and Enterprise Services Department | |
| 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 | |
| saultstmarie.ca 705-759-5368 planning@cityssm.on.ca | |
| This map is for general reference only | |
| Orthophoto: None | |
| Projection Details: | |
| NAD 1983 UTM Zone 16N | |
| GCS North American 1983 | |
| 0 5 10 20 Meters | |
| 1:1,000 | |



2021 05 25

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-13-21-Z.OP
305 Conmee Avenue
Soapy'z Auto Wash Ltd (Ben Cicchelli)

The Engineering Division has reviewed the above noted application and provides the following:

- Stormwater management is required. Stormwater management systems that serve two properties may require additional approval from the Ministry of Environment Conservation and Parks
- The proposed parking lot extends across a ditch that is part of 285 Conmee Site Plan. Lot Grading and drainage plans addressing both properties should be provided.
- There is an existing 100m sanitary lateral. Owner should confirm it is sufficiently sized for the development.
- It is recommended that this property be subject to Site Plan Control. Any new changes should be submitted for site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.
- The Manager, Design & Transportation Engineering has no comments related to traffic.

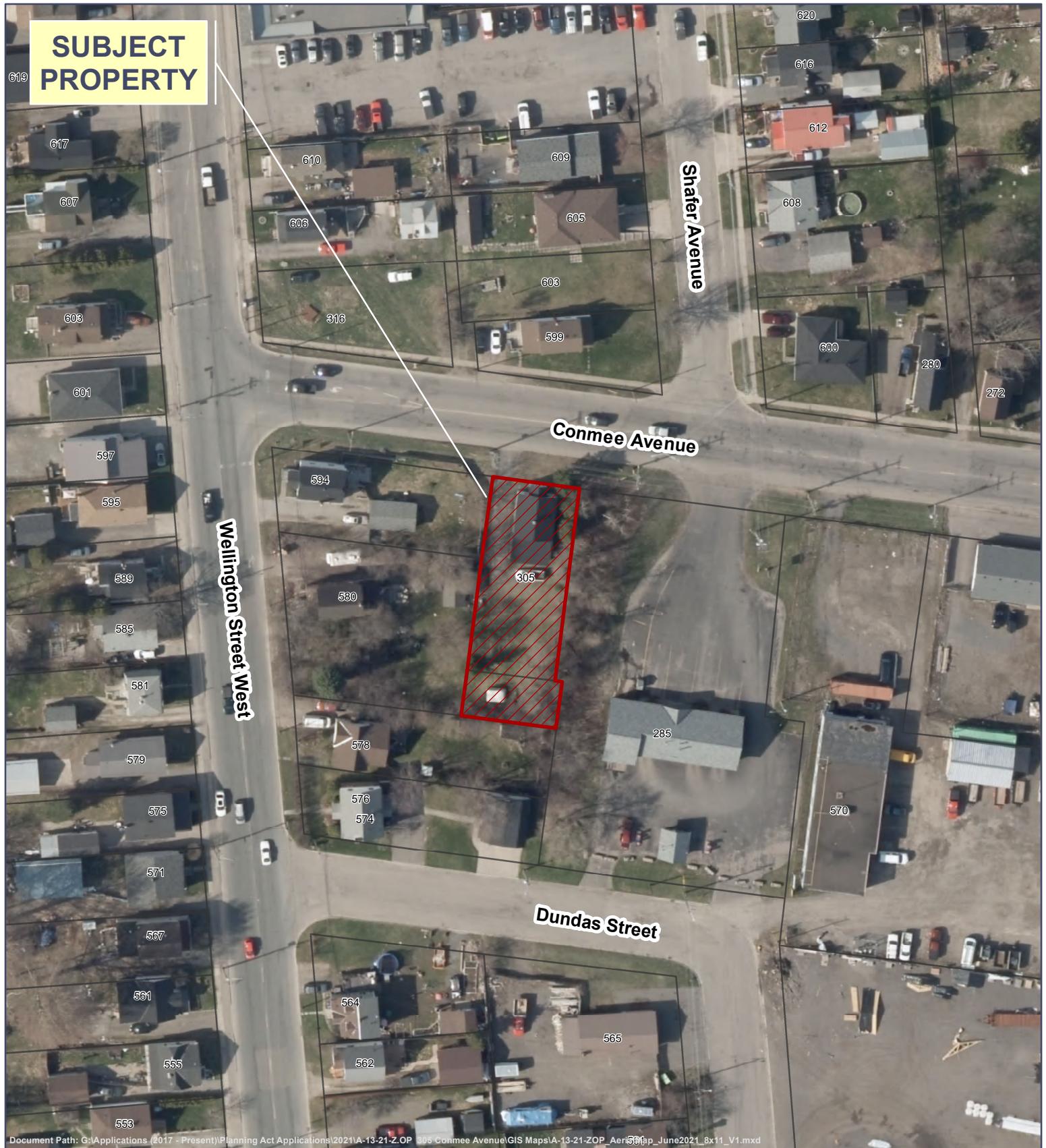
If you have any questions, please do not hesitate to contact the undersigned.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcrauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

SUBJECT PROPERTY



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2021\A-13-21-ZOP 305 Conmee Avenue\GIS Maps\A-13-21-ZOP_Aerial\Ap_June2021_8x11_V1.mxd

| Application Map Series | Legal Department Reference |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input checked="" type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment | |
| Property Information | Legend |
| Civic Address: 305 Conmee Ave Roll No.: 050002066000000 Map No.: 57/1-59 Application No.: A-13-21-ZOP Date Created: June 5, 2021 |  Subject Property: 305 Conmee Ave  Parcel Fabric Page 317 of 600 |



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

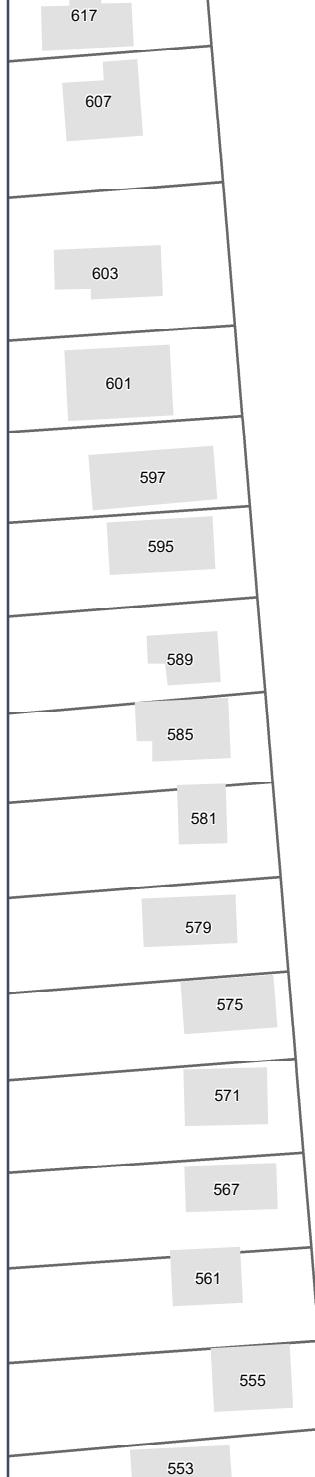
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 Orthophoto: 2016 20cm Colour

Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

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SUBJECT PROPERTY



Wellington Street West



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361_PropertyMap_June2021_8x11_V1.mxd

Application Map Series

- Subject Property
- Official Plan Landuse
- Existing Zoning
- Aerial Image
- Official Plan Amendment

Legal Department Reference



Property Information

Civic Address: 305 Conmee Ave
Roll No.: 050002066000000
Map No.: 57/1-59
Application No.: A-13-21-ZOP
Date Created: June 5, 2021

Legend



Subject Property: 305 Conmee Ave



Parcel Fabric

Page 318 of 600

This map is for general reference only

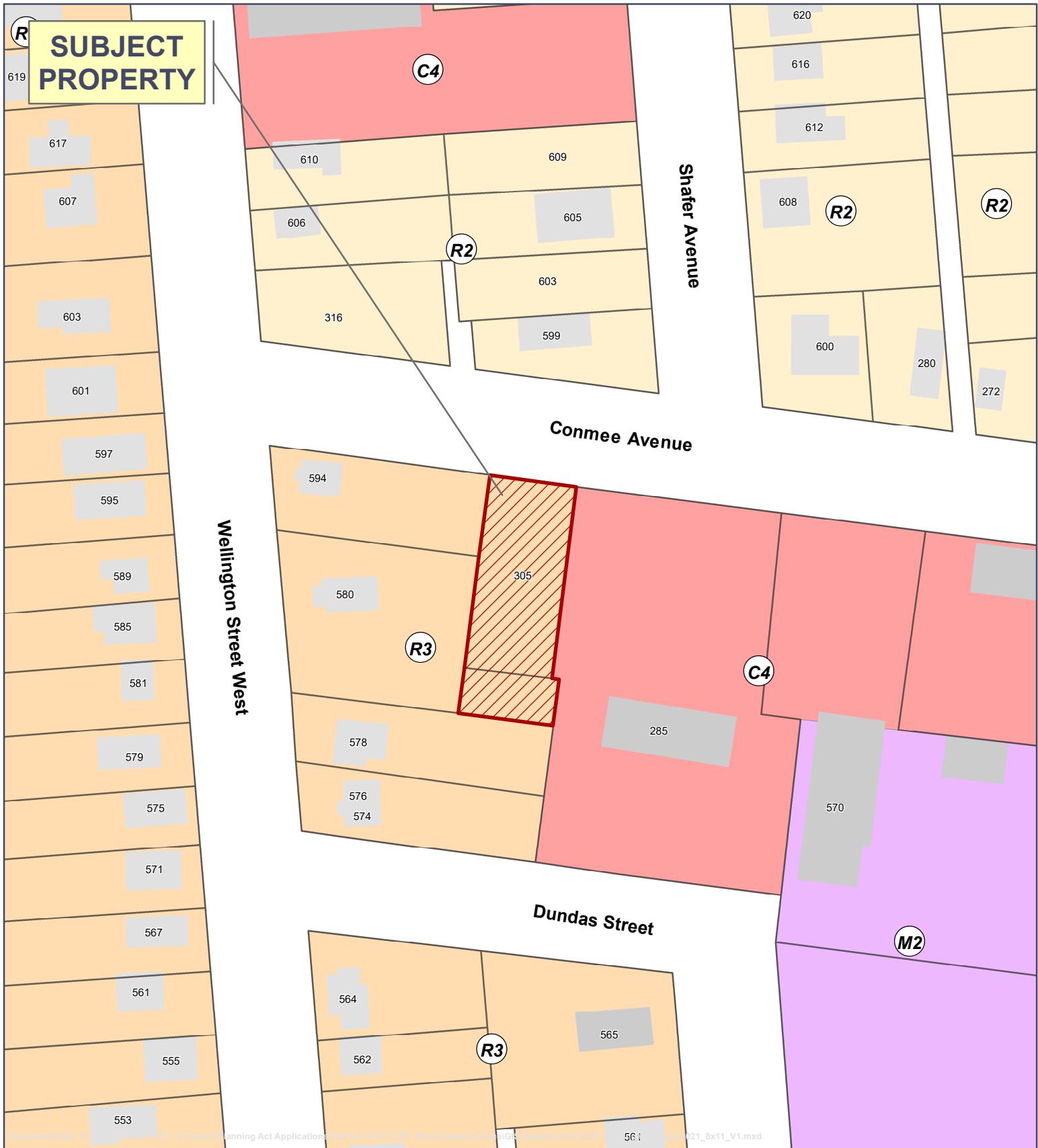
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000





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| | |
|-----------------------------------------------------|------------------------------------------------|
| Application Map Series | |
| <input type="checkbox"/> Subject Property | <input type="checkbox"/> Official Plan Landuse |
| <input checked="" type="checkbox"/> Existing Zoning | <input type="checkbox"/> Aerial Image |
| <input type="checkbox"/> Official Plan Amendment | |

| | |
|-------------------------------|--|
| Property Information | |
| Civic Address: 305 Conmee Ave | |
| Roll No.: 050002066000000 | |
| Map No.: 57/1-59 | |
| Application No.: A-13-21-ZOP | |
| Date Created: June 5, 2021 | |

Legend

- (Light Blue) C1 - Traditional Commercial Zone
- (Pink) C2 - Central Commercial Zone
- (Red) C3 - Riverfront Zone; C3hp
- (Dark Red) C4 - General Commercial Zone; C4hp
- (Dark Red) C5 - Shopping Centre Zone
- (Red) H2 - Highway Zone
- (Purple) M1 - Light Industrial Zone
- (Dark Purple) M2 - Medium Industrial Zone; M2hp
- (Dark Purple) M3 - Heavy Industrial Zone
- (Yellow) R1 - Estate Residential Zone
- (Orange) R2 - Single Detached Residential Zone; R2hp
- (Light Orange) R3 - Low Density Residential Zone
- (Medium Orange) R4 - Medium Density Residential Zone
- (Dark Orange) R5 - High Density Residential Zone
- (Grey) R6 - Mobile Home Residential Zone
- (Light Green) I - Institutional Zone
- (Dark Green) EM - Environmental Management Zone
- (Dark Green) PR - Parks and Recreation Zone
- (Light Green) RA - Rural Area Zone
- (Grey) REX - Rural Aggregate Extraction Zone
- (White) AIR - Airport Zone
- (Grey) Named Use - Commercial Dock



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

NOTICE OF APPLICATION & PUBLIC MEETING

305 Conmee Avenue
Application No.: A-13-21-Z.OP
Applicant: Soapy'z Auto Wash Ltd. (c/o Ben Cicchelli)

Date: July 12, 2021

Time: 5:30 PM

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

PURPOSE

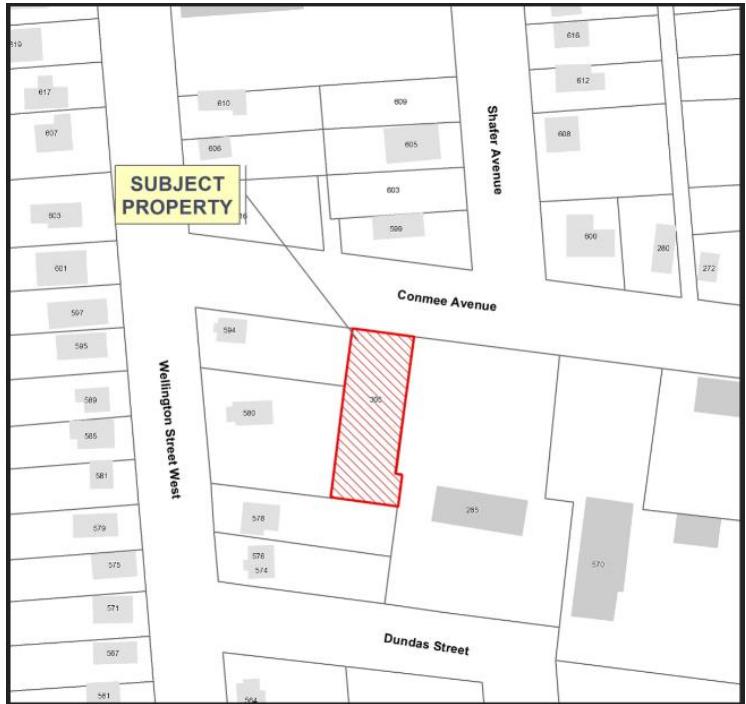
The applicant, Ben Cicchelli, has submitted an official plan and zoning by-law amendment application to permit an electrical contractor's yard on 305 Conmee Avenue.

PROPOSED CHANGE

Re-designate the subject property from Residential to Commercial on Schedule C (Land Use Map) of the Official Plan.

Rezoning the subject property from Low Density Residential Zone (R3) to General Commercial Zone (C4.S) with the following special exceptions:

- Permit an electrical contractor's yard with no outdoor storage.
- Reduce the westerly side yard setback from 3m to 1.2m.
- Reduce the rear yard setback from 10m to 1.2m.



HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, July 12, at 5:30 p.m. to consider an Official Plan Amendment and Zoning By-law Amendment (under sections 17, 22 and 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

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MORE INFORMATION

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WRITTEN SUBMISSION

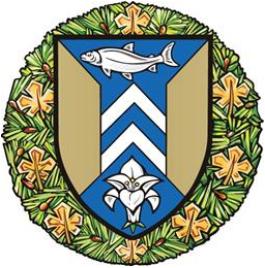
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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

July 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-14-21-Z.OP 145 Old Garden River Road (DiTommaso Investments Inc.)

PURPOSE

The applicant, Fausto DiTommaso, is seeking Council's approval to re-designate and rezone the subject property to permit a 20-bed residential withdrawal management facility and associated uses on the subject property.

PROPOSED CHANGE

Re-designate the subject property from Industrial to Institutional on Land Use Schedule C of the Official Plan and rezone the subject property from Light Industrial Zone (M1) to Institutional Zone (I).

Subject Property:

- Location: The subject property is located at the southeast corner of the intersection of Second Line East and Old Garden River Road.
- Approximate Size: 141 m frontage along Old Garden River Road and 155 m frontage along Second Line East, totaling 2.2 ha (5.48 acres)
- Present Use: Sault Star occupies approximately 2,600 sq. ft. of the +/- 28,000 sq. ft. building. The remaining portion is vacant.
- Owner: Fausto DiTommaso

BACKGROUND

In 1971, the subject property was rezoned to facilitate the construction of the Sault Star Building.

ANALYSIS

Conformity with Official Plan

The subject property is designated 'Industrial' on Land Use Schedule C of the Official Plan, reflecting the previous Sault Star use, which at one time included significant printing and distribution facilities.

The proposed 20-bed withdrawal management facility does not conform to the Industrial Policies of the Official Plan and therefore an Official Plan amendment to re-designate the subject property to Institutional is required.

Conformity with Provincial Policy Statement 2020 (PPS) and Growth Plan for Northern Ontario 2011

The proposal to repurpose the existing building, which is located well within the Urban Settlement Area with easy access to a variety of modes of transportation, including public transit, is consistent with the PPS and does not conflict with any policies contained in the Growth Plan for Northern Ontario.

COMMENTS

Operated by Sault Area Hospital (SAH), the proposed 20-bed Withdrawal Management Facility aims to support members of the community who experience high-moderate withdrawal symptoms and who do not have a safe place for withdrawal or would like psycho-social and medical support. According to SAH, services will include comprehensive assessment, medically supported care, education, continuum of care treatment planning and referrals, individual group counseling and support, peer support and self-help groups.

Referring to the site plan attached, the withdrawal management facility will occupy over half (16,947sq.ft.) of the 27,712 square foot building. The remaining 10,765sq.ft. is currently unoccupied, however both the owner and representatives from SAH have indicated that future expansions may include occupying the entire building.

Residential care will be voluntary and the facility will be staffed 24/7. Patient stays will last for up to 30-days.

Very few exterior modifications are planned to facilitate the proposed use. The existing building exceeds all required Institutional Zone setbacks and landscaping requirements. Outdoor amenity spaces are proposed within existing landscaped areas along the south and west portions of the building.

From a Zoning perspective, the proposed withdrawal management facility is defined as a 'hospital', with a parking ratio of 2 spaces/100m² (1076.4ft²) gross floor area, resulting in a parking requirement of 31 spaces. If the entire building were to be occupied by SAH, the parking requirement would be 52 spaces. The existing site has over 100 spaces, therefore there is ample parking available for the proposed use, with room for future expansion.

Sault Area Hospital indicated that after a fairly extensive search, this site was chosen as the preferred location, based upon Provincial Standards for Withdrawal Management Services and Ministry of Health Space Standards for community-based programs. Some of the criteria used to determine suitability included:

- Proximity to the hospital and emergency services,
- Physical space (square footage),
- Centralized location,
- Building Code/CSA/fire suppression,
- Access to 'Green space' to facilitate comfort and leisure activities,
- Suitability as a residential/congregate-care centre,
- Accessibility via public transportation and space for staff and patient parking,
- Space to expand services if needed or ability to co-locate other SAH services in the same building.

In choosing this location, SAH consulted with Provincial, regional, and community partners, including; Indigenous Partners, Social Services, MH&A Services, Patient and Family Advisors.

Since filing the application, the applicant has indicated that Sault Star still occupies about 3,000sq.ft. of the 'Tenant 2' space shown on the site plan. This is where newspapers are received and distributed, therefore the use is warehousing and distribution. The rezoning application, as currently structured, would make the current Sault Star operations legal non-conforming, therefore, it is recommended that approvals also include adding 'Warehousing, Wholesaling and Distribution Centre, with no outdoor storage' as an additional permitted use. 10,765sq.ft. of warehousing space is considered to be small-scale. The site is appropriately located for this function, and Ontario Building Code requirements will ensure appropriate fire separations between both uses. SAH is in general agreement with the additional use, however as previously mentioned, it is their preference to occupy the entire building at some point in the future.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Friday, June 18, 2021. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on Saturday, June 19, 2021.

Public Comments

Up to the drafting of this report, no formal comments have been received. Two neighbours contacted staff with questions related to whom would be operating the facility (SAH) and if there would be 24/7 supervision at the site, which SAH confirmed there will be.

Neighbours also expressed concerns related to traffic. It is noted that this intersection is part of a larger Environmental Assessment to review traffic congestion and safety issues throughout the surrounding area, with a special focus on the Old Garden River Road/Second Line East intersection. The Engineering Division has indicated no traffic related concerns. Furthermore, the proposed withdrawal management facility will generate far less traffic than a

number of uses that could locate upon the subject property under the current Light Industrial (M1) Zoning, therefore a traffic impact statement was not required and any impacts are anticipated to be negligible.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following departments/agencies commented on this application:

Building Division notes that as per Ontario Regulation 153/04, a record of site condition will be required, which must be filed with the Ministry of Energy, Conservation and Parks, prior to the issuance of a building permit. The applicant is aware of this requirement.

Correspondence from Engineering Department notes that among other things, the owner will need to confirm the sufficiency of the existing 100mm sanitary lateral to the facility. Should the developer need to connect to additional sanitary services there is a newer 150mm lateral along Second Line; however, service charges would be applicable prior to connection. While it is recognized that very few exterior alterations are required, changes to impervious surfaces will require stormwater management. Engineering also recommends that the property be subject to site plan control, to ensure servicing and drainage can be addressed as part of any future development proposals.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained within the Corporate Strategic Plan.

SUMMARY

The proposed 20-bed Withdrawal Management Facility will have significant benefits for the overall health and wellbeing of the entire community. The proposed location is appropriate and the subject property is very much a 'self contained' parcel, with ample on-site parking, amenity areas and buffering. The site is relatively close to the existing hospital as well as emergency services, and has access to public transit.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2021 07 12 concerning Application A-14-21-Z.OP be received and that Council approve the application in the following manner:

1. Approve Official Plan Amendment 235 and re-designate the subject property from Industrial to Institutional on Land Use Schedule C of the Official Plan, and approve a notwithstanding clause to permit a warehousing, wholesaling and distribution centre with no outdoor storage to operate from the subject property.
2. Rezone the Subject Property from Light Industrial Zone (M1) to Institutional Zone (I), with a special exception to permit a warehousing, wholesaling and distribution centre, to a maximum of 10,765sq.ft., with no outdoor storage, in addition to the uses permitted in an Institutional Zone.
3. Deem the property subject to site plan control.

By-laws 2021-143, 2021-144 and 2021-145 appear elsewhere on Council's Agenda and are recommended for approval.

Respectfully submitted,

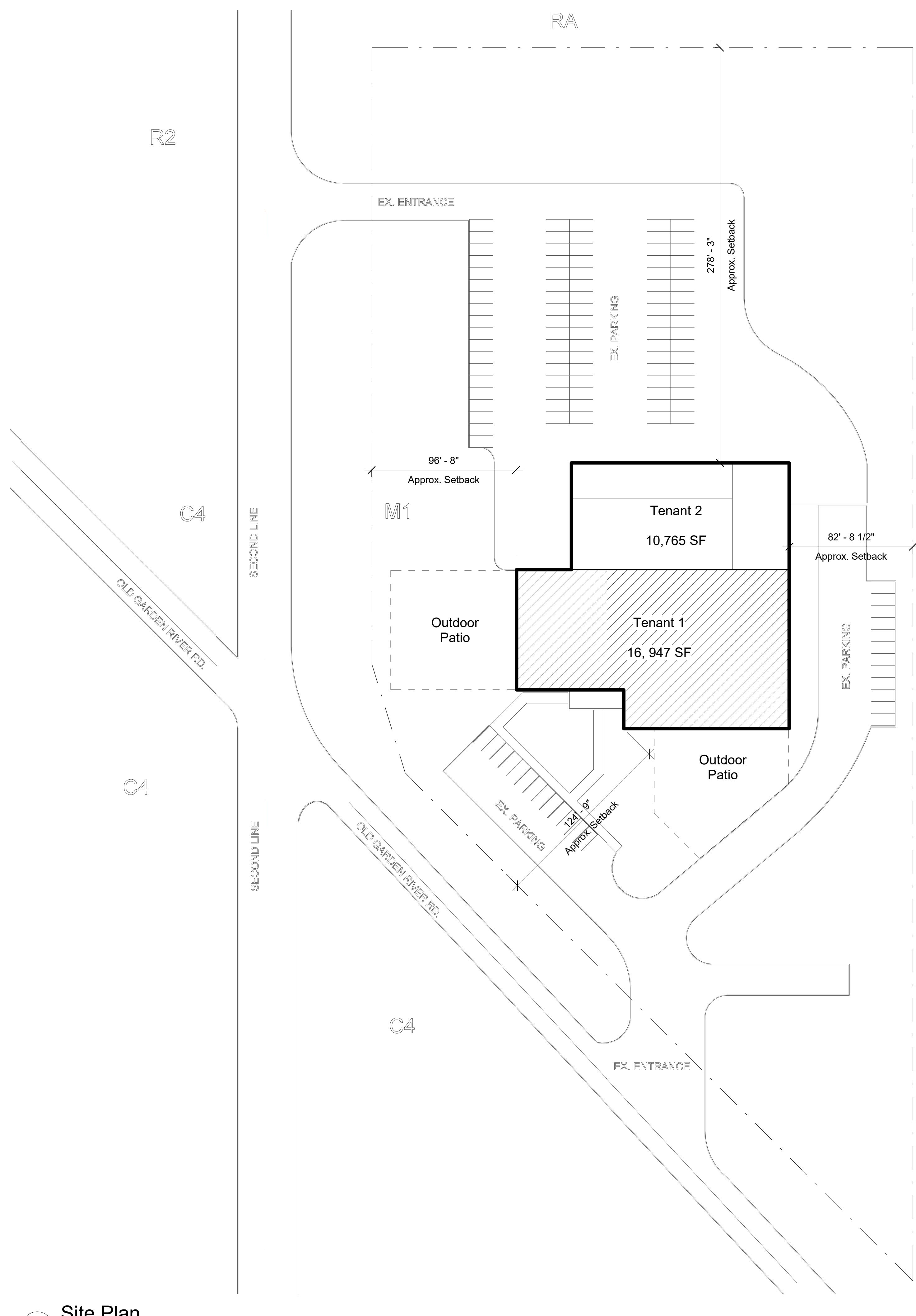
Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca

IDEA

INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE421 BAY ST., SUITE 507, SAULT STE. MARIE, ONT. P6A 1X3
T 705.549.5291 E info@integrateddesign.ca

SEAL

SEAL

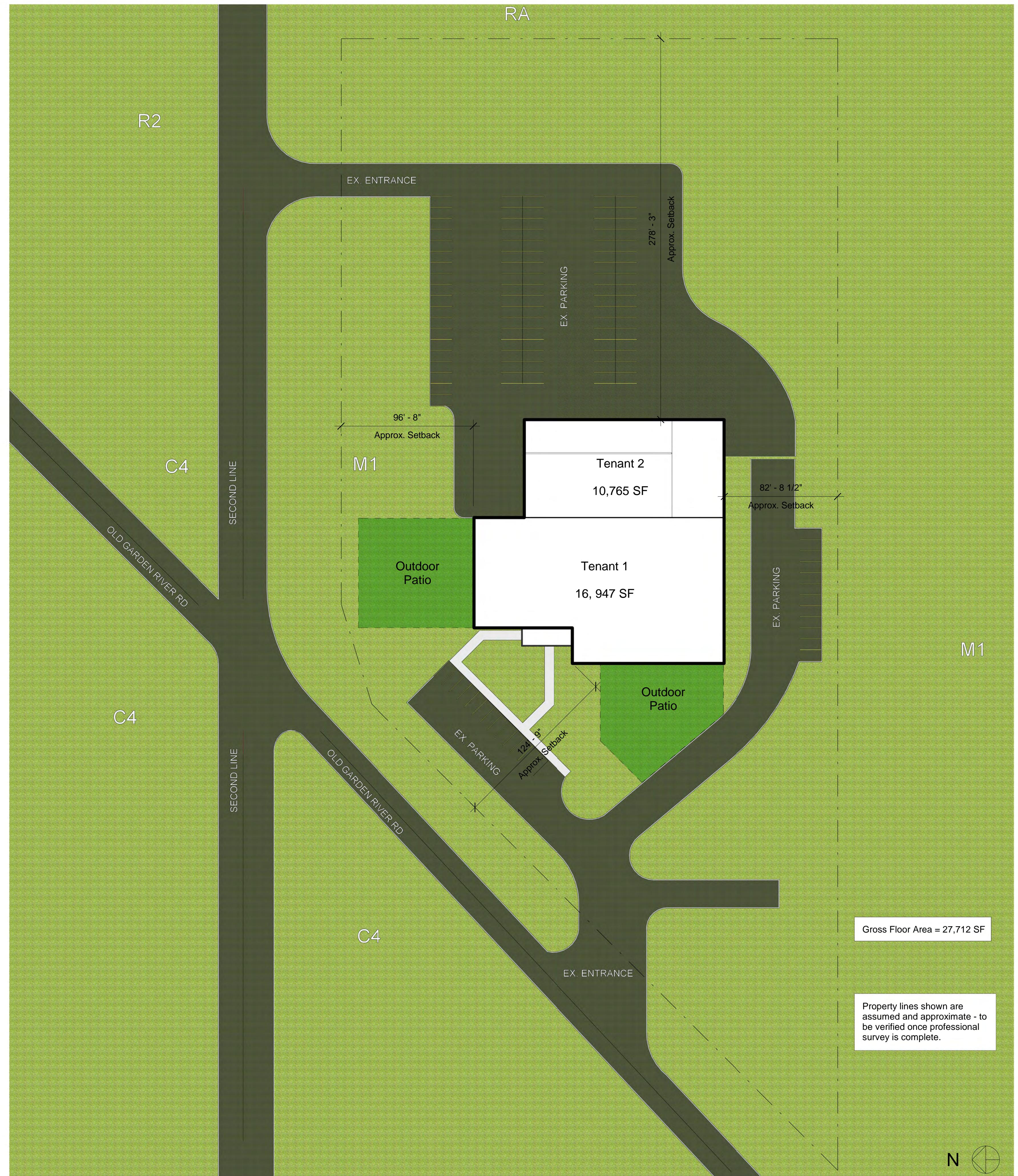
GENERAL NOTES
DO NOT SCALE DRAWINGS.
CONTRACTOR TO VERIFY ALL DIMENSIONS & CONDITIONS
AND REPORT ANY DISCREPANCIES.

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GENERAL NOTES
DO NOT SCALE DRAWINGS.
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1 Site Plan
1" = 40'-0"

| | | |
|----------------------|----------|-------------|
| No. | Date | Description |
| PROJECT | | |
| Tenant 1 | | |
| Tenant Fit-out | | |
| Schematic Design | | |
| Sault Ste. Marie, ON | | |
| CLIENT # | | |
| 21010 | | |
| SHEET NAME | | |
| Site Plan | | |
| DATE | SCALE | AS NOTED. |
| 2021-06-07 | | |
| CHECKED BY | DRAWN BY | |
| FP | JD | |
| SHEET No. | | |

ska1.0

**AMENDMENT NO. 235
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule C of the Official Plan as well as a notwithstanding clause to the Institutional Policies of the Plan.

LOCATION

PT SEC 32 Tarentorous as in T422924; Sault Ste. Marie PIN 31514-0012 having Civic Number, 145 Old Garden River Road, located at the southeast corner of the intersection of Old Garden River Road and Second Line East.

BASIS

These Amendments are necessary in view of a request to locate a 20-bed withdrawal management facility and warehousing, wholesaling and distribution centre upon the subject property. The existing Industrial Land Use Designation does not permit a withdrawal management facility and the proposed Institutional Land Use Designation does not permit a warehousing, wholesaling and distribution centre.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by redesignating the subject property from Industrial to Institutional on Land Use Schedule C and adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

155. Notwithstanding the Institutional Policies of the Official Plan, the property described as, PT SEC 32 Tarentorous as in T422924; Sault Ste. Marie PIN 31514-0012 having Civic Number, 145 Old Garden River Road, located at the southeast corner of the intersection may be utilized for a ‘wholesaling, warehousing and distribution centre, with no outdoor storage.

INTERPRETATION

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

SUBJECT PROPERTY

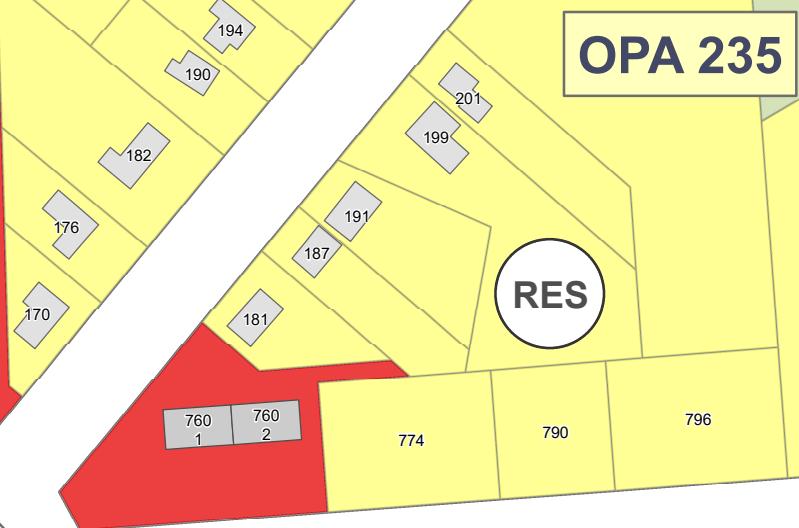
OPA 235

Walmart Entrance

710
2

162

COM



COM

699

Old Garden River Road

Second Line East

IND

RES

145

69

COM

IND

65

RES

Legend

- Subject Property: 145 Old Garden River Rd
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcel Fabric



**SAULT
STE. MARIE**
Planning and Enterprise Services

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

This map is for general reference only
Orthophoto: None

Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 10 20 40 Meters
1:2,000



Application Map Series

- Subject Property
- Official Plan Landuse
- Existing Zoning
- Aerial Image
- Official Plan Amendment

Property Information

Civic Address: 145 Old Garden River Rd
Roll No.: 030080077000000
Map No.: 71/1-76
Application No.: A-14-21-ZOP
Date Created: June 9, 2021



2021 06 28

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-14-21-Z.OP
145 Old Garden River Road
Fausto DiTommaso

The Engineering Division has reviewed the above noted application and provides the following:

- There is a ditch along the eastern boundary that drains to a private ditch inlet directed to the Second Line storm sewer system.
- There is an existing 100m sanitary lateral. Owner should confirm it is sufficiently sized for the development. There is a newer 150mm dia. lateral to Second Line. Services charges are owing if the development is to connect to the newer lateral.
- Should changes to impervious area be proposed, stormwater management may be required.
- It is recommended that this property be subject to Site Plan Control. Any new changes should be submitted for site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

Traffic Comments:

- The intersection of Old Garden River Road/ Second Line may be the subject of a future EA. This would be a future initiative and would go through the entire EA process at that time. No additional traffic comments at this time.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "MM".

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

SUBJECT PROPERTY



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2021\A-14-21-ZOP_145 Old Garden River Road - Sault Ste. Marie GIS Maps\A-14-21-ZOP_AerialMap.mxd

| Application Map Series | Legal Department Reference | SAULT STE. MARIE Planning and Enterprise Services |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment | |  SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca |
| Property Information | Legend |  Subject Property: 145 Old Garden River Rd  Parcel Fabric |
| Civic Address: 145 Old Garden River Rd Roll No.: 030080077000000 Map No.: 71/1-76 Application No.: A-14-21-ZOP Date Created: June 9, 2021 | Page 331 of 600 | <i>This map is for general reference only</i> Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 |

SUBJECT PROPERTY

Walmart Entrance

740
710
2

162

190

182

176

170

181

187

191

199

201

760
1
760
2

774

790

796

Second Line East

699

Old Garden River Road

145

771

793

777

71

69

65

81

87

93

99

105

111

117

125

Sharon Crescent

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ZOP\A-14 Old Garden River Road - Sault Ste Marie Maps\A-14-21-ZOP_Su

Taxicator Place

Application Map Series

- Subject Property
- Official Plan Landuse
- Existing Zoning
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- Official Plan Amendment

Legal Department Reference



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Roll No.: 030080077000000
Map No.: 71/1-76
Application No.: A-14-21-ZOP
Date Created: June 9, 2021

Legend



Subject Property: 145 Old Garden River Rd



Parcel Fabric

Page 332 of 600

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 10 20 40 Meters





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

NOTICE OF APPLICATION & PUBLIC MEETING

145 Old Garden River Road
Application No.: A-14-21-Z.OP
Applicant: DiTommaso Investments Inc. (c/o Fausto DiTommaso)

Date: July 12, 2021

Time: 5:30 PM

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

PURPOSE

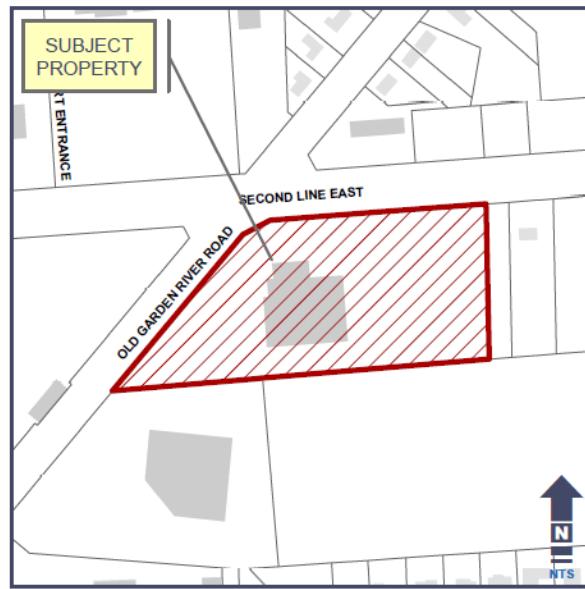
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PROPOSED CHANGE

Re-designate the subject property from Industrial to Institutional on Schedule C (Land Use Map) of the Official Plan and rezone the subject property from Light Industrial Zone (M1) to Institutional Zone (I).

HAVE YOUR SAY

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-141

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and EllisDon Corporation for the Northern Community Centre Twin Pad Expansion.

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 June 1, 2021 between the City and EllisDon Corporation, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Northern Community Centre Twin Pad Expansion.

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 12th day of July, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2008

NCC Twin Pad Expansion
556 Goulais Avenue, Sault Ste. Marie, Ontario
for the Corporation of the City of Sault Ste Marie.

This agreement is protected by
copyright and is intended by the
parties to be an unaltered version of
CCDC 2 - 2008 except to the extent
that any alterations, additions or
modifications are set forth in
supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 01st day of June in the year 2021.

by and between the parties

Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

EllisDon Corporation

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
NCC Twin Pad Expansion

insert above the name of the Work

located at

556 Goulais Avenue, Sault Ste. Marie, Ontario

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which
IDEA Inc. - Integrated Design Engineers and Architects

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
1.3 commence the *Work* by the 01st day of June in the year 2021 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 22nd day of November in the year 2022.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

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- 1 Volume 1 - Drawings: Civil, Architectural and Structural drawings, refer to volume cover page and section 00 01 15, List of Contract Drawings.
- 2 Volume 2 - Drawings: Mechanical, Electrical and Refrigeration drawings, refer to volume cover page and section 00 01 15, List of Contract Drawings.
- 3 Volume 3 - Drawings: Existing McMeeken drawings. refer to volume cover page and section 00 01 15, List of Contract Drawings.
- 4 Volume 4 Specifications: Divisions 00 - 07 , refer to Specification Section 00 01 11, Table of Contents
- 5 Volume 5 Specifications: Divisions 08 - 16 , refer to Specification Section 00 01 11, Table of Contents
- 6 Volume 6 Specifications: Divisions 21 - 33 , refer to Specification Section 00 01 11, Table of Contents
- 7 Addenda 01 through to and including 10.
- 8 Contractors Tender: as submitted by EllisDon Corporation, dated April 6th 2021, 64 pages.
- 9 Letter of Intent: issued by IDEA Inc., dated march 01 June 2021, pages 2.

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Twenty-Nine million, Three hundred and Nineteen thousand dollars -----00 /100 dollars \$ 29,319,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Three million, Eight hundred and Eleven thousand, Four hundred and Seventy -----00 /100 dollars \$ 3,811,470.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Thirty-Three million, One hundred and Thirty thousand, Four hundred and Seventy dollars -----00 /100 dollars \$ 33,130,470.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

Corporation of the City of Sault Ste. Marie

*name of Owner**

Civic Centre, 99 Foster Drive, Level 2, Sault Ste. Marie, ON P6A 5X6

address

705 759 6605

facsimile number

t.vair@cityssm.on.ca

email address

Contractor

EllisDon Corporation

*name of Contractor**

2045 Oxford Street East, London, Ontario, N6A 4M6

address

519 455 2944

facsimile number

fbruni@ellisdon.com

email address

Consultant

IDEA Inc.

*name of Consultant**

421 Bay Street, Suite 507, Sault Ste. Marie, Ontario P6A 1X3

address

na

facsimile number

koliver@integrateddesign.ca

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

Corporation of the City of Sault Ste. Marie

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

EllisDon Corporation

name of Contractor

signature

signature

P. Lucchetti

name of person signing

FRANK BAWNI UP AND AREA MANAGER

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to Substantial Performance of the *Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
 - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
 - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
 - .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
 - .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
 - .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

**PART 1 -
GENERAL**

**1.1 The
Agreement .1** The Canadian Construction Document #2 2008 edition.

**1.2
Specification .1** The Specification in its entirety, refer to Section 00 01 11, Table of Contents. This includes the General Conditions and Supplementary Conditions to the CCDC#2 (2008) Document.

**1.3
Drawings .1** The following is the list of Drawings for the Project, dated
15 Feb 2021

Volume 1 - Civil, Architectural and Structural Drawings 36x48

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| e | 0.2a | Electrical Panelboard Schedules - Existing / Revised |
| c | 0.2b | Electrical Panelboard Schedules - Proposed New |
| e | 1.0 | Electrical Site - Exterior Lighting and Power Distribution |
| e | 1.1 | Electrical Site - Lighting Protection and Grounding Details |
| e | 2.10 | Level 1 - Power & Aux. Systems - Existing / Revised |
| e | 2.11 | Level 1 - Power & Aux. Systems - Revised / New Addition |
| e | 2.21 | Level 2 - Power & Aux. Systems - New Addition |
| e | 2.31 | Roof Power Plan - New Addition |
| e | 3.10 | Level 1 - Lighting Plan - Existing / Removals |
| e | 3.11 | Level 1 - Lighting Plan - Revised / New Addition |

| | | |
|------------------------------------------------|-------|-----------------------------------------------------|
| e | 3.21 | Level 2 - Lighting Plan - New Addition |
| e | 4.10 | Level 1 - Fire Alarm Plan - Removals / New Addition |
| e | 4.11 | Level 1 - Fire Alarm Plan - Revised / New Addition |
| e | 4.21 | Level 2 - Fire Alarm Plan - New Addition |
| e | 5.11 | Level 1 - Sound System Rough-in Plan |
| e | 5.21 | Level 2 - Sound System Rough-in Plan |
| e | SPO-1 | Separate Price #1 - Level 1 & 2 Electrical Plans |
| e | SPO-3 | Separate Price #3 - Level 2 - Electrical Plans |
| Refrigeration | | |
| r | 1001 | Flow Diagram |
| r | 1003 | Single Line Diagram |
| r | 2000 | Piping Mains Layout |
| r | 2001 | Rink 1 Cold and Warm Floor Layout |
| r | 2002 | Rink 2 Cold and Warm Floor Layout |
| r | 2003 | Rink Details |
| r | 2100 | Mechanical Room Layout and Sections |
| Volume 3 - Existing McMeeken Demolition | | |
| Title | | |
| V2 | title | Title Sheet |
| MeMeeken | | |
| 1 | | Site Plans and Details |
| 2B | | Foundation Plan |
| 3D | | Main Floor Plan |
| 4 | | Elevations |
| 5A | | Wall Sections and Details |
| 6 | | Schedules and Details |
| 7 | | Interior Details |
| 8A | | Foundation Details |
| 8B | | Details |
| E1 | | Electrical Layout |
| M1 | | Mechanical Layout |
| P1 | | Plumbing Layout |
| PEM2 | | Revisions to Plumbing Mechanical and Electrical |

END OF SECTION

| Section | Rev | Title | Consultant |
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VOLUME 3 – DIV. 00-07 SPECIFICATIONS

| | | |
|---------------|------------------------------------------------------------------|----------|
| Owner | The Corporation of the City of Sault Ste. Maire | SSM City |
| Architecture | IDEA inc. - Architectural Envelope / Prime | IDEA -A |
| Architecture | N45 Architecture Inc. - Architectural Interior / Rink Specialist | N45 |
| Hardware | Architectural Hollow Metal | AHM |
| Civil | STEM Engineering Group | STEM-C |
| Structural | STEM Engineering Group | STEM-S |
| Mechanical | IDEA inc. | IDEA - M |
| Electrical | IDEA inc. | IDEA – E |
| Refrigeration | CIMCO | CIMCO |

Division 00 – Procurement Requirements

| | | | |
|-----------|---|-----------------------------------------------------------|-------------------|
| 00 01 07 | 0 | Seals Page | ALL |
| 00 01 11 | 0 | Table Of Contents | IDEA-A |
| 00 01 15 | 0 | List Of Contract Drawings | IDEA-A |
| 00 21 13 | 0 | Instructions To Bidders | IDEA-A |
| 00 41 13 | 0 | Tender Form | IDEA-A |
| 00 41 13a | 0 | Tender Form – Appendix A | IDEA-A |
| 00 41 13b | 0 | Tender Form – Appendix B (Separate and Alternate Prices) | IDEA-A |
| 00 41 13c | 0 | Tender Form - Appendix C (Unsolicited Bidders Alternates) | IDEA-A |
| 00 60 00 | 0 | Bonding Requirements | IDEA-A |
| 00 73 10 | 0 | Supplementary General Conditions | IDEA-A |
| 00 80 00 | 0 | Abbreviations | IDEA-A |
| 00 90 00 | 0 | Addenda | IDEA-A |
| 01 11 00 | 0 | Summary Of Work | IDEA-A |
| 01 14 00 | 0 | Work Restrictions | IDEA-A |
| 01 21 00 | 0 | Allowances | IDEA-A IDEA-ME |
| 01 23 10 | 0 | Separate and Alternate Prices | IDEA-A IDEA-M |
| 01 29 00 | 0 | Payment Procedures | IDEA-A |
| 01 29 00a | 0 | Schedule Of Values Sample | IDEA-AME |
| 01 29 83 | 0 | Testing And Inspection Payment Procedures | IDEA-A |
| 01 31 19 | 0 | Project Management And Coordination | IDEA-A |
| 01 32 16 | 0 | Construction Progress Schedule | IDEA-A |
| 01 33 00 | 0 | Submittal Procedures | IDEA-A |
| 01 34 00 | 0 | Substitution Or Alternate, Procedures | IDEA-A |
| 01 35 29 | 0 | Health And Safety Requirements | IDEA-A |
| 01 41 00 | 0 | Regulatory Requirements | IDEA-A |
| 01 45 00 | 0 | Quality Control | IDEA-A |
| 01 51 00 | 0 | Temporary Utilities | IDEA-A |
| 01 57 13 | 0 | Temporary Erosion and Sediment Control | STEM-C |
| 01 52 00 | 0 | Construction Facilities | IDEA-A |
| 01 56 00 | 0 | Temporary Barriers And Enclosures | IDEA-A |
| 01 61 00 | 0 | Common Product Requirements | IDEA-A |
| 01 71 00 | 0 | Examination And Preparation | IDEA-A |
| 01 73 00 | 0 | Execution | IDEA-A |
| 01 74 11 | 0 | Cleaning | IDEA-A |
| 01 74 21 | 0 | Waste Management And Disposal | IDEA-A |
| 01 77 00 | 0 | Closeout Procedures | IDEA-A |

| Section | Rev | Title | Consultant |
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| 01 78 00 | 0 | Closeout Submittals | IDEA-A |
| 01 79 00 | 0 | Demonstration and Acceptance | IDEA-A |
| 01 91 13 | 0 | General Commissioning Requirements | IDEA-A |
| 01 91 31 | 0 | Commissioning: Plan | IDEA-A |
| 01 91 41 | 0 | Commissioning: Training | IDEA-A |
| 01 91 51 | 0 | Building Management Manual | IDEA-A |
| Division 02 – Existing Conditions | | | |
| 02 41 13 | 0 | Selective Demolition | IDEA-A/ STEM-S |
| 02 41 16 | 0 | Structural Demolition | IDEA-A/ STEM-S |
| 02 82 00 | 0 | Hazardous Material Abatement | IDEA-A |
| Division 03 - Concrete | | | |
| 03 10 00 | 0 | Concrete Forming And Accessories | STEM-S |
| 03 20 00 | 0 | Concrete Reinforcing | STEM-S |
| 03 30 00 | 0 | Cast-In-Place Concrete | STEM-S |
| 03 41 00 | 0 | Precast Structural Concrete | STEM-S |
| Division 04 - Masonry | | | |
| 04 05 00 | 0 | Common Work Results For Masonry | STEM-S/ IDEA-A |
| 04 05 12 | 0 | Masonry Mortar And Grout | STEM-S/ IDEA-A |
| 04 05 19 | 0 | Masonry Anchorage And Reinforcing | STEM-S/ IDEA-A |
| 04 05 23 | 0 | Masonry Accessories | IDEA-A |
| 04 21 13 | 0 | Exterior Unit Masonry | IDEA-A |
| 04 22 00 | 0 | Concrete Unit Masonry | STEM/ N45 |
| Division 05 - Metals | | | |
| 05 12 23 | 0 | Structural Steel For Buildings | STEM-S |
| 05 21 00 | 0 | Steel Joist Framing | STEM-S |
| 05 31 00 | 0 | Steel Decking | STEM-S |
| 05 41 00 | 0 | Structural Metal Stud Framing | IDEA-A/ STEM-S |
| 05 50 00 | 0 | Metal Fabrications | IDEA-A/N45 |
| 05 51 29 | 0 | Metal Stairs And Railings | N45 |
| 05 73 00 | 0 | Smoke Baffle System | N45 |
| Division 06 - Wood, Plastics, and Composites | | | |
| 06 10 00 | 0 | Rough Carpentry | N45 |
| 06 40 00 | 0 | Architectural Woodwork | N45 |
| Division 07 - Thermal and Moisture Protection | | | |
| 07 13 52 | 0 | Modified Bitumen Sheet Waterproofing | IDEA-A |
| 07 16 19 | 0 | Crystalline Liquid Waterproofing | IDEA-A |
| 07 18 50 | 0 | Under Floor Vapour Barriers | IDEA-A |
| 07 21 13 | 0 | Thermal Insulation | IDEA-A |
| 07 21 29 | 0 | Sprayed Insulation - Polyurethane Foam | IDEA-A |
| 07 26 00 | 0 | Vapour Retarders | IDEA-A |

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| 07 27 00 | 0 | Air-Vapour Barriers | IDEA-A |
| 07 42 43.01 | 0 | Insulated Metal Wall Panels | IDEA-A |
| 07 46 13 | 0 | Preformed Metal Siding | IDEA-A |
| 07 54 19 | 0 | PVC Membrane Roofing | IDEA-A |
| 07 57 00 | 0 | Mechanical Room Waterproofing | IDEA-A |
| 07 62 00 | 0 | Sheetmetal Flashing And Trims | IDEA-A |
| 07 81 00 | 0 | Applied Fireproofing | IDEA-A |
| 07 81 23 | 0 | Intumescent Fireproofing | IDEA-A |
| 07 84 00 | 0 | Fire Stopping | IDEA-A |
| 07 92 00 | 0 | Joint Sealants | IDEA-A |
| 07 92 10 | 0 | Joint Sealants – Colour Guide | IDEA-A |
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| VOLUME 4 – DIV. 08-16 SPECIFICATIONS | | | |
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| Division 00 – Procurement Requirements | | | |
| 00 01 07 | 0 | Seals Page | ALL |
| 00 01 11 | 0 | Table Of Contents | IDEA-A |
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| Division 08 - Openings | | | |
| 08 11 00 | 0 | Metal Doors and Frames | N45 |
| 08 11 16 | 0 | Aluminum Doors and Frames | N45 |
| 08 31 00 | 0 | Access Doors - Mechanical & Electrical | IDEA-A |
| 08 33 23 | 0 | Overhead Coiling Doors | N45 |
| 08 36 13 | 0 | Sectional Metal Doors | IDEA-A |
| 08 44 13 | 0 | Glazed Aluminum Curtainwall | IDEA-A |
| 08 70 15 | 0 | Cabinet and Miscellaneous Hardware | N45 |
| 08 71 00 | 0 | Door Hardware | N45 |
| 08 71 10 | 0 | Hardware Schedule | N45/AHM |
| 08 80 50 | 0 | Glazing | IDEA-A/ N45 |
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| Division 09 - Finishes | | | |
| 09 21 16 | 0 | Gypsum Board Assemblies | N45 |
| 09 22 16 | 0 | Non-Loadbearing Steel Stud Systems | N45 |
| 09 30 13 | 0 | Ceramic Tiling | N45 |
| 09 51 13 | 0 | Suspended Acoustical Panel Ceilings | N45 |
| 09 65 66 | 0 | Rubber Sports Flooring | N45 |
| 09 91 00 | 0 | Painting | N45 |
| 09 91 13 | 0 | Exterior Painting | IDEA-A |
| | | | |
| Division 10 - Specialties | | | |
| 10 21 13 | 0 | Plastic Toilet Compartments | N45 |
| 10 28 10 | 0 | Washroom Accessories | N45 |
| 10 35 00 | 0 | Manufactured Specialties | IDEA-A/ N45 |
| 10 44 16 | 0 | Fire Extinguishers And Safety Blankets | N45 |
| 10 65 00 | 0 | Operable Partition | N45 |
| | | | |
| Division 11 - Equipment | | | |
| | | | |
| Division 12 - Furnishings | | | |
| 12 48 20 | 0 | Foot Grilles | N45 |
| | | | |
| Division 13 - Special Construction | | | |
| 13 17 60 | 0 | Refrigerated Ice Slab | N45 |
| 13 17 80 | 0 | Dasher Board System | N45 |
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| Division 14 - Conveying Equipment | | | |
| 14 24 20 | 0 | Hydraulic Passenger Elevator | IDEA-A |
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| Division 15 - Appendices | | | |
| 15 00 00 | 0 | Code Compliance Report | IDEA-A/ |

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|--------------------------------|------------|---------------------------------------------------|-------------------|
| 15 10 00 | 0 | HBMA Report, 616 Goulais Ave – Dec 16 2020 | N45 City SSM |
| 15 50 00 | 0 | Geotechnical Report | City SSM |
| Division 16 - Schedules | | | |
| 16 00 00 | 0 | Room Finish Schedule | N45 |
| 16 01 00 | 0 | Material Colours and Finishes | N45 |
| 16 11 00 | 0 | Door Schedule | N45 |
| 16 31 00 | 0 | Furniture Fixtures and Equipment Schedule (11x17) | IDEA-A |

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VOLUME 5 – DIVISIONS 21 - 33

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| Division 00 - Procurement and Contracting Requirements | | | |
| 00 01 07 | 0 | Seals Page | All |
| 00 01 11 | 0 | Table Of Contents | All |
| Division 21 – Mechanical | | | |
| 21 05 01 | 0 | Common Work Results For Mechanical | IDEA-M |
| 21 05 05 | 0 | Common Work Results For Fire Suppression Systems | IDEA-M |
| 21 07 16 | 0 | Thermal Insulation For Equipment | IDEA-M |
| 21 07 19 | 0 | Thermal Insulation For Piping | IDEA-M |
| 21 13 13 | 0 | Wet Pipe Sprinkler Systems | IDEA-M |
| Division 22 - Plumbing | | | |
| 22 10 10 | 0 | Plumbing Pumps | IDEA-M |
| 22 11 16 | 0 | Domestic Water Piping Copper | IDEA-M |
| 22 13 17 | 0 | Drainage Waste And Vent Piping - Cast Iron And Copper | IDEA-M |
| 22 13 18 | 0 | Drainage Waste And Vent Piping - Plastic | IDEA-M |
| 22 30 05 | 0 | Domestic Water Heaters | IDEA-M |
| 22 30 05.01 | 0 | Instantaneous Indirect Water Heaters | IDEA-M |
| 22 42 00 | 0 | Commercial Plumbing Fixtures | IDEA-M |
| 22 42 01 | 0 | Plumbing Specialties And Accessories | IDEA-M |
| Division 23 - Heating, Ventilating and Air-Conditioning (HVAC) | | | |
| 23 01 31 | 0 | Air Duct Cleaning For Hvac Systems | IDEA-M |
| 23 05 01 | 0 | Use Of Hvac Systems During Construction | IDEA-M |
| 23 05 05 | 0 | Installation Of Pipework | IDEA-M |
| 23 05 13 | 0 | Common Motor Requirements For Hvac Equipment | IDEA-M |
| 23 05 16 | 0 | Expansion Fittings And Loops For Hvac Piping | IDEA-M |
| 23 05 19.01 | 0 | Thermometers And Pressure Gauges - Piping Systems | IDEA-M |
| 23 05 23 | 0 | Valves | IDEA-M |
| 23 05 29 | 0 | Hangers And Supports For Hvac Piping And Equipment | IDEA-M |
| 23 05 53.01 | 0 | Mechanical Identification | IDEA-M |
| 23 05 93 | 0 | Testing, Adjusting And Balancing For Hvac | IDEA-M |
| 23 05 94 | 0 | Pressure Testing Of Ducted Air Systems | IDEA-M |
| 23 07 13 | 0 | Duct Insulation | IDEA-M |
| 23 08 01 | 0 | Performance Verification Mechanical Piping Systems | IDEA-M |
| 23 08 02 | 0 | Cleaning And Start-Up Of Mechanical Piping Systems | IDEA-M |
| 23 11 23 | 0 | Facility Natural Gas Piping | IDEA-M |
| 23 21 13.02 | 0 | Hydronic Systems: Steel | IDEA-M |
| 23 21 13.03 | 0 | Press Joint Piping Systems Hydronic Systems | IDEA-M |
| 23 21 13.04 | 0 | Hydronic Systems: Victaulic | IDEA-M |
| 23 21 14 | 0 | Hydronic Specialties | IDEA-M |
| 23 21 23 | 0 | Hydronic Pumps | IDEA-M |
| 23 23 00 | 0 | Refrigerant Piping | IDEA-M |
| 23 30 30 | 0 | Refrigeration (Ice Rink) | CIMCO |
| 23 31 13.01 | 0 | Metal Ducts - Low Pressure To 500 Pa | IDEA-M |
| 23 33 00 | 0 | Air Duct Accessories | IDEA-M |
| 23 33 14 | 0 | Dampers | IDEA-M |
| 23 33 46 | 0 | Flexible Ducts | IDEA-M |

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| 23 34 00 | 0 | HVAC Fans | IDEA-M |
| 23 73 10 | 0 | Indoor Make-up Air Units | IDEA-M |
| 23 74 00 | 0 | Packaged Outdoor HVAC Equipment | IDEA-M |
| 23 74 10 | 0 | Package Energy Recovery Units | IDEA-M |
| 23 74 50 | 0 | Custom Dehumidification Units | IDEA-M |
| Division 25 – Automation | | | |
| 25 05 01 | TBI | B.A.S. General Requirements | IDEA-M/E |
| 25 05 50 | TBI | Building Automation System | IDEA-M/E |
| Division 26 - Electrical | | | |
| 26 05 00 | 0 | Common Work Results Electrical | IDEA-E |
| 26 05 11 | 0 | Direct Buried Ductbanks | IDEA-E |
| 26 05 21 | 0 | Wires And Cables | IDEA-E |
| 26 05 28 | 0 | Grounding | IDEA-E |
| 26 05 29 | 0 | Hangers And Supports For Electrical Systems | IDEA-E |
| 26 05 31 | 0 | Splitters, Junction, Pull Boxes And Cabinets | IDEA-E |
| 26 05 32 | 0 | Outlet Boxes, Conduits And Fittings | IDEA-E |
| 26 05 34 | 0 | Conduits, Conduit Fastenings And Conduit Fittings | IDEA-E |
| 26 05 43 | 0 | Installation Of Cables In Trenches And Ducts | IDEA-E |
| 26 09 43 | 0 | Lighting Control System | IDEA-E |
| 26 09 43.1A | 0 | Lighting Controls – System Design & Commissioning | IDEA-E |
| 26 09 43.1b | 0 | Lighting Controls – Operational System Design Requirements & Commissioning/Programming Schedule | IDEA-E |
| 26 12 16.01 | 0 | Dry Type Transformers Up To 600 V Primary | IDEA-E |
| 26 24 02 | 0 | Distribution Sections And Panels | IDEA-E |
| 26 24 16 | 0 | Breaker Type Panelboards | IDEA-E |
| 26 28 13.01 | 0 | Fuses – Low Voltage | IDEA-E |
| 26 28 16.02 | 0 | Moulded Case Circuit Breakers | IDEA-E |
| 26 28 20 | 0 | Ground Fault Circuit Interrupters - Class "A" | IDEA-E |
| 26 28 23 | 0 | Disconnect Switches - Fused And Non-Fused | IDEA-E |
| 26 29 10 | 0 | Motor Starters To 600v | IDEA-E |
| 26 35 33 | 0 | Active Harmonic Filter And Pf Correction | IDEA-E |
| 26 41 13 | 0 | Lightning Protection For Structures | IDEA-E |
| 26 43 13 | 0 | Surge Protection Devices | IDEA-E |
| 26 50 00 | 0 | Lighting | IDEA-E |
| 26 52 00 | 0 | Emergency Lighting | IDEA-E |
| 26 53 00 | 0 | Exit Signs | IDEA-E |
| 26 56 19 | 0 | Exterior Polemounted Lighting | IDEA-E |
| 26 60 00 | 0 | Powered Equipment Schedule (8.5 X 11 & 11 X 17) | IDEA-E |
| Division 27 - Communications | | | |
| 27 05 00 | 0 | Common Work Results For Communications | IDEA-E |
| 27 05 26 | 0 | Grounding And Bonding For Communications Systems | IDEA-E |
| 27 05 28 | 0 | Pathways For Communications Systems | IDEA-E |
| 27 05 36 | 0 | Communication Cable Trays | IDEA-E |
| 27 10 05 | 0 | Structured Cabling For Communications | IDEA-E |
| Division 28 – Electronic Safety and Security | | | |
| 28 31 00 | 0 | Fire Detection And Alarm | IDEA-E |

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| Division 31 - Earthwork | | | |
| 31 00 00 | 0 | Earthwork | STEM-C |
| 31 05 13 | 0 | Soil Material | STEM-C |
| 31 05 16 | 0 | Aggregate Materials | STEM-C |
| 31 12 13 | 0 | Clearing | STEM-C |
| 31 22 13 | 0 | Rough Grading | STEM-C |
| 31 22 19 | 0 | Finish Grading | STEM-C |
| 31 23 16 | 0 | Excavating, Trenching And Backfilling | STEM-C |
| 31 23 17 | 0 | Rock Removals | STEM-C |
| 31 32 19 | 0 | Geotextiles | STEM-C |
| 31 61 13 | 0 | Pile Foundations, General Requirements | STEM-S |
| 31 62 16 | 0 | Steel Piles | STEM-S |
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| Division 32 - Exterior Improvements | | | |
| 32 11 23 | 0 | Aggregate Base Course | STEM-C |
| 32 12 16 | 0 | Asphalt Paving | STEM-C |
| 32 16 15 | 0 | Concrete Walks, Curbs And Gutters | STEM-C |
| 32 17 23 | 0 | Painted Pavement Markings | STEM-C |
| 32 92 20 | 0 | Seeding | STEM-C |
| 33 05 13 | 0 | Manholes And Catchbasins | STEM-C |
| 33 05 15 | 0 | Adjustment Of Manholes And Catch Basins | STEM-C |
| 33 44 00 | 0 | Storm Sewer Water Drains | STEM-C |

END OF SECTION

SUBMITTED BY

Contractor Name: EllisDon Corporation

Address: 2045 Oxford Street East

London, Ontario

N6A 4M6

Telephone Number: 519-455-6770

Primary E-Mail: fbruni@ellisdon.com

OFFER

The undersigned, represents that he has had sufficient opportunity to examine and has carefully examined the Contract Documents, including all addenda, the General Conditions of the Contract, as amended by the Supplementary General Conditions, having become thoroughly familiar with local conditions affecting the performance and costs of the work, and having inspected the site, hereby offer to furnish all the materials, plant and labour necessary for the proper completion of the all Work, including any, applicable taxes, agree to enter into a contract with the Owner, for the sum of:

Contract Documents including Addenda(s) No. 1 through 10 inclusive as prepared by the Consultant for the Stipulated sum of:

TWENTY - SEVEN MILLION, NINE HUNDRED

THOUSAND

(\$27,900,00.00)

(Base bid in Canadian Dollars without harmonized Sales Tax (HST))

Harmonized Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the base tender amount. The amount of the Harmonized Sales Tax is:

THREE MILLION, SIX HUNDRED + TWENTY-SEVEN
THOUSANDS (\$3,627,000.00)

Completion Date

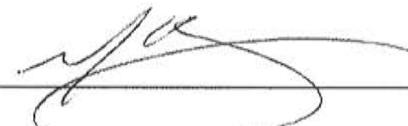
I/We have reviewed the scope of this project with all of our sub-trades and suppliers and agree to complete the *Work of the Contract* in accordance with the requirements of the Contract Documents on or before the dates indicated below:

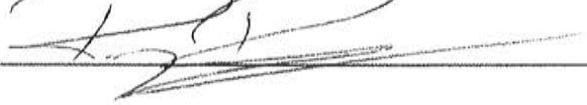
Substantial Performance 77 Number of Weeks from tender award

Total Performance 79 Number of Weeks from tender award

Signatures:

Frank Bruni, V.P., Area Manager, Southwestern Ontario
Name and title of person signing

Signature: 

Witness: 

Date: April 6, 2021

Contractor's Corporate Seal:

END OF TENDER FORM

Submitted By: (Contractors Name)

EllisDon Corporation

Subcontractors and Major Suppliers

The UNDERSIGNED lists herein the individual Subcontractor and Major Supplier for the trades listed below and who he/she proposes to employ on the project, and upon whose sub-trade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work without the express written consent of the Owner.

Listed sub-contractors shall be actually engaged in the line of work required listed and shall be able to refer to work of similar nature completed by them.

Provide only **ONE** name per section

This Appendix forms part of the contract and failure on part of the contractor to **COMPLETE EACH SECTION FULLY** may result in the contractors bid being **REJECTED**.

| Trade/Division/Product | Subcontractor/Supplier |
|-------------------------------|-------------------------------|
| Hazardous Material Abatement | DEMO PLUS |
| Demolition | DEMO PLUS |
| Concrete | EllisDon |
| Masonry | Martineau |
| Structural Steel | MSE |
| Miscellaneous Metals | STEEL SPEED MSE |
| Rough Carpentry | EllisDon |
| Finish Carpentry | PROVINCIAL |
| Architectural Woodwork | SAME AS ABOVE |
| Exterior Metal Siding | ADVANCED |
| Insulated Metal panel | TDI |

| | |
|---------------------------------|--------------------|
| Roofing | FLYNN |
| Doors and Frames | HOLLOW METAL |
| Curtain Wall and Windows | GLASS EMPLOYEES |
| Door Hardware | HOLLOW METAL |
| Gypsum Board Assemblies | ADVANCED |
| Flooring | CENTIS / NORTHWOOD |
| Painting | CENTOR |
| Manufactured Specialties | Various |
| Rink Slab | CENTIS TRICON |
| Dasher Boards | ATHLETICA RILEY |
| Elevator | Thyssen |
| Mechanical | MCLEOD BROS |
| Plumbing | SAME AS ABOVE |
| HVAC | SAME AS ABOVE |
| Automated Controls | SAME AS ABOVE |
| Electrical | O'CONNOR |
| Fire Alarm | SAME AS ABOVE |
| Communications | SAME AS ABOVE |

NCC Twin Pad Expansion
556 Goulais Avenue, Sault Ste. Marie, Ontario

Section 00 41 13a
TENDER FORM APPENDIX A
LIST OF SUB-TRADES
Page 3 of 3

| | |
|---------------|-------|
| Refrigeration | CIMCO |
| Landscaping | AUERY |

End of Section

BID BOND

Standard Construction Document
CCDC 220 - 2002

Bond No.: EDC-21-56

Bond Amount: 10 % of Tender Price

hereinafter called the Principal, and ELLISDON CORPORATION as Principal,
a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as
Surety, hereinafter called the Surety, are held and firmly bound unto CHUBB INSURANCE COMPANY OF CANADA
CORPORATION OF THE CITY OF SAULT STE. MARIE as Obligee, hereinafter called the
Obligee, in the amount of Ten Percent of Tender Price Dollars
(10 % of Tender Price) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 6th day of April, in the year 2021 for
NCC Twin Pad Expansion

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within Sixty (60) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 18th day of February, in the year 2021.

SIGNED and SEALED in the presence of



Copyright 2002

Canadian Construction Documents Committee

ELLISDON CORPORATION

[Signature]
Signature

Frank Bruni, V.P., Area Mgr.
Name of person signing

CHUBB INSURANCE COMPANY OF CANADA

[Signature]
Signature

Kathy Ness, Attorney In Fact
Name of person signing

CONSENT OF SURETY

Date: February 18, 2021

Bond No.: EDC-21-56

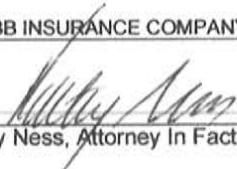
WHEREAS ELLISDON CORPORATION has submitted a written tender to
CORPORATION OF THE CITY OF SAULT STE. MARIE dated April 6th, 2021 concerning
NCC Twin Pad Expansion

and the condition of this obligation being such that the Principal shall have the tender accepted within Sixty (60) days from the closing date of tender, we, CHUBB INSURANCE COMPANY OF CANADA, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of (100%) of the contract price not exceeding the maximum sum of:
One Hundred Percent of Tender Price
2. a contract labor and material payment bond of (50%) of the contract price not exceeding the maximum sum of:
Fifty Percent of Tender Price

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

CHUBB INSURANCE COMPANY OF CANADA


Kathy Ness, Attorney In Fact

(Seal)



We build on great relationships™

Envelope #1
TENDER FOR:

NCC Twin Pad Expansion

The Corporation of the City of Sault Ste. Marie
The lobby of the Ronald A Irwin. Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

PRIMARY TENDER SUBMISSION

Closing Date:
Tuesday, April 6, 2021
@ 12:00:00 p.m.



Submitted By: (Contractor's Name)

EllisDon Corporation

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Separate Price Number
SPO #01

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Separate Price Number 01 (SPO #01)
Walking Track

The Contractor **shall** provide a separate price in the form of an amount to be **added** to the Stipulated Sum Tendered amount should the Owner decide to revise to include this scope in the contract.

Add:

ONE MILLION, TWO HUNDRED, SEVENTY

THOUSAND DOLLARS (\$ 1,700.00)

from the Tender Price (H.S.T. not included)

1.2 Separate Price Number
SPO #01b

Should the scope of the work be modified as per Article 1.6.2 of Section 01 23 10

Separate Price Number 01b (SPO #01b)
Enable Future Walking Track

The Contractor **shall** provide a separate price in the form of an amount to be **added** to the Stipulated Sum Tendered amount should the Owner decide to revise to include this scope in the contract.

Add:

NINETY THOUSAND DOLLARS

(\$ 90,000.)

from the Tender Price (H.S.T. not included)

1.3 Separate Price Number
SPO #02

Should the scope of the work be modified as per Article 1.6.3 of
Section 01 23 10

Separate Price Number 02 (SPO #02)
Bowl Windows

The Contractor **shall** provide a separate price in the form of an amount to be **added** to the Stipulated Sum Tendered amount should the Owner decide to revise to include this scope in the contract.

Add:

ONE HUNDRED AND FORTY - NINE

THOUSAND DOLLARS (\$149,000.00)

from the Tender Price (H.S.T. not included)

1.4 Separate Price Number
SPO #03

Should the scope of the work be modified as per Article 1.6.4 of
Section 01 23 10

Separate Price Number 03 (SPO #03)
Level 2 Fit-Out

The Contractor **shall** provide a separate price in the form of an amount to be **deducted** from the Stipulated Sum Tendered amount should the Owner decide to revise to remove the this work from the contract.

-Add: DEDUCT

THREE HUNDRED THOUSAND

DOLLAR (\$300,000.00)

from the Tender Price (H.S.T. not included)

NCC Twin Pad Expansion

Section 00 41 13b
TENDER FORM - APPENDIX B
SEPARATE AND ALTERNATE PRICES
Page 3 of 3

1.5 Separate Price Number

Should the scope of the work be modified as per Article 1.6.5 of Section 01 23 10

**Separate Price Number 04 (SPO #04)
Entry Canopy**

The Contractor **shall** provide a separate price in the form of an amount to be **deducted** to the Stipulated Sum Tendered amount should the Owner decide to revise to include this scope in the contract.

Deduct:

Forty-five thousand dollars

(\$45,000.00)

from the Tender Price (H.S.T. not included)

2.1 Alternate Price Number

Should the scope of the work be modified as per Article 1.7.1 of Section 01 23 10

Alternate Price Number ALT-#01
Brick Alternate

The Contractor may provide an alternate price in the form of an amount to be added or deducted from the Stipulated Sum Tendered amount should the Owner choose to revise and include this scope in the contract.

Add or Deduct (circle one)

MERIDIAN BRICK IN DEV OF

BRAMPTON B KICK (\$ -8500 .00)
from the Tender Price (H.S.T. not included)

Manufacturer MERADA N BRICK

Product Line CANADA ARCH. SERIES

Size METRIC TRMS 90x90 r290

Colour Spectrum

Ernest

Downloaded from https://academic.oup.com/imrn/article/2020/10/3333/3290333 by guest on 14 September 2020

END OF SECTION

Submitted By: (Contractors Name)

EllisDon Corporation

- 1.0 UNSOLICITED ALTERNATE PRICES .1 Contractors may provide Unsolicited Alternate Prices as per Section 00 21 13, Instructions to Bidders. All prices provided shall be provided exclusive of Harmonized Sales Tax.
- .2 Provide a reference to the specified materials, means or methods and a complete, detailed description of the proposed alternate materials, means of method with all supporting documentation for review and consideration
- 1.1 UNSOLICITED ALTERNATE PRICE .1 Specified Materials
75% SOLID BLOCK (BROWNS CONCRETE)
- Number 1 .2 Proposed Alternate
Title. 60% SOLID BLOCK (BROWNS CONCRETE)
Brief Description
HAS SAME 2HR FIRE RATING AND LOAD BEARING STRENGTH
- Supporting Documentation No. of Pages
- Deduct from Tender Price (\$ 10,000 .)
- 1.2 UNSOLICITED ALTERNATE PRICE .1 Specified Materials
COPPER FEEDER GREATER THAN 100A
- Number 2 .2 Proposed Alternate
Title. ALUM. FEEDER GREATER THAN 100A
Brief Description
SWITCH ALL FEEDERS GREATER THAN 100A TO ALUM. CONDUCTORS
- Supporting Documentation No. of Pages
- Deduct from Tender Price (\$ 80,000 .)
- 1.3 UNSOLICITED ALTERNATE PRICE .1 Specified Materials
SIGMA FAST EPOXY 278 PRIMER
- Number 3 .2 Proposed Alternate

Title. DELETE 1 COAT PRIMER

Brief Description

DELETE 1 COAT OF ABOVE NOTED
PRIMER FROM STEEL JOISTS.

Supporting Documentation No. of Pages

Deduct from Tender Price (\$ 250,000)

1.4 UNSOLICITED ALTERNATE PRICE

Number 4

.1 Specified Materials

.2 Proposed Alternate

Title. DELETE BONDS

Brief Description DELETE PERFORMANCE AND
L & M BOND.

Supporting Documentation No. of Pages

Deduct from Tender Price (\$ 140,000)

END OF SECTION

Submitted By: (Contractors Name)

EllisDon Corporation

1.0 UNIT PRICES

- .1 Contractors shall provide Unit Prices as per Section 31 62 16 – Steel H Pile. All prices shall include for all overhead, profit and all relative charges to the Contractor and represent the actual cost to the Owner. Prices shall be provided exclusive of Harmonized Sales Tax.
- .2 The adjustments to the Contract Sum shall be based on the gross quantity difference from the original quantity.
- .3 Price variance between Add and Deduct may not exceed **sixty (60%) percent**.

Description

Unit Price

ADD

DEDUCT

1.1 Additional driven pile including
splice, beyond base bid.

\$ 204.00 /m
+ \$23 / SPLICE
END OF SECTION

\$ 0 /m

Max Murray

PROJECT MANAGER



Max has more than 15 years of experience in the construction industry, and has worked in several major market sectors, including institutional, industrial, retail, healthcare, civil and residential construction. He began his construction career at a young age, working as a carpenter in Calgary's residential construction industry to pay his way through university. Upon graduating, Max received a job opportunity as a Field Coordinator on a major project: a \$2 billion hydro dam development in Northern Ontario. On this project, Max worked his way up to Lead Structures Field Engineer.

Having the desire to relocate back to Calgary, Max joined EllisDon in 2012. Since then, he has been involved in many complicated and fast paced-projects, including the renovation and expansion of the Foothills Medical Center, the University of Calgary, the Delta Hotel Renovation, and the YYC Domestic & International terminals. In 2019, Max relocated to the Southwestern Ontario area, and is currently working on the Fairview Park Mall – Grand Market District project, which encompasses the redevelopment of the south portion of the site.

PROJECT EXPERIENCE

PROJECT MANAGER, 2012 – PRESENT

| | |
|---------------------------------------------------------------|-----------------------|
| Fairview Park Mall – Grand Market District | Kitchener, ON \$40M |
| Bloom Cultivation Production Facility | Calgary, AB \$15M |
| Delta Calgary Downtown | Calgary, AB \$17M |
| Calgary International Airport – Terminal Connectivity Program | Calgary, AB \$240M |
| Foothills Projects McCaig Tower Level 7 CLS Lab Fit-Out | Calgary, AB \$50M |

PREVIOUS EXPERIENCE

LEAD FIELD ENGINEER/COORDINATOR, PETER KIEWIT & SONS INC., 2010 – 2012

CREDENTIALS

- Bachelors of Architecture and Project Management, Ryerson University, Toronto, Ontario
- Fully Certified in Health & Safety, WHMIS and Fall Arrest
- Basics of Supervision Training
- Standard First Aid & CPR

REFERENCES

CADILLAC FAIRVIEW

Dave Pitre, Senior Project Manager – Development
Tel. 437-214-7503
dave.pitre@cadillacfairview.com

DELTA HOTELS

Jason Clark, General Manager
Tel. 403-607-0116
jason.clark@deltahotels.com

BOOM CULTIVATION

James Brophy, Construction Manager
Tel. 403-700-3664
jbrophy@bloom.ca

Dan Mazzuca

SUPERINTENDENT



Dan joined EllisDon in 2003, has worked in the construction industry for over 23 years, and has successfully completed projects in multiple market sectors, including institutional, healthcare, residential and retail. After demonstrating exceptional leadership abilities and work ethic on his first project with EllisDon at Durham College in Oshawa, the owner requested that he join the project team on subsequent projects. Since then, Dan has gone on to complete some of EllisDon's largest and most complex projects in Ontario, including Joseph Brant Hospital in Burlington, Vaughan Mills Shopping Centre in Vaughan, and Grenadier Square in Toronto.

Dan's technical capabilities and strong organizational skills make him an asset on any construction site. He is skilled in Primavera scheduling software, as well as other software programs used in construction management. He has a strong background in diverse roles within the construction industry, including estimating, scheduling, procurement, and general project administration. His diverse experience, expertise and dedicated work ethic makes him an ideal addition to any project team.

Dan has also worked on a number of projects in Sault Ste. Marie, including the SSM Bridge Plaza Modernization, Sault Area Hospital and an Extendicare facility. Through this experience, Dan has developed strong relationships with the local subtrades and consultants – and a passion for building in the region.

PROJECT EXPERIENCE

SUPERINTENDENT, 2003-PRESENT

| | |
|-----------------------------------------------------------------------------------|-------------------------------|
| SSM Bridge Plaza Modernization | Sault Ste. Marie, ON \$33M |
| Sault Area Hospital | Sault Ste. Marie, ON \$273M |
| Extendicare Canada Long-term Care Facility | Sault Ste. Marie, ON \$35M |
| Joseph Brant Hospital | Burlington, ON \$354M |
| Grenadier Square | Toronto, ON \$205M |
| South lake Regional Healthcare | Newmarket, ON \$110M |
| Vaughan Mills Shopping Centre | Concord, ON \$108M |
| University of Ontario Institute of Technology at Durham College, Science Building | Toronto, ON \$25M |
| University of Ontario Institute of Technology, Durham College, Civil Works | Toronto, ON \$17M |
| MaRS "C" Research Tower | Toronto, ON \$65M |
| Seneca College | Markham, ON |

PROJECT EXPERIENCE BEFORE ELLISDON

PROJECT SUPERINTENDENT, 1998-2003

CREDENTIALS

- Construction Engineering Technology (Management); Fanshawe College, London, ON, 1998
- EdgeBuilder Training
- First Aid & CPR Training
- Fully Certified in Health and Safety

REFERENCES

Federal Bridge Corporation
Boychuk, Jasper
Tel. 613-366-5074 Ext. 132
jboychuk@federalbridge.ca

EPOH ARCHITECTS & ENGINEERS
Franco Pastore, Principal
Tel. 705.949.5291
FPastore@epohinc.com

EXTENDICARE, MARKHAM,ON
Bill Bryan, Vice President, Design @ Development
Tel. 614.284.9455
bbryan@extendicare.com

UNIVERSITY OF TORONTO - GOLDRING CENTRE FOR HIGH PERFORMANCE SPORT

TORONTO, ONTARIO



CLIENT
University of Toronto

CONTRACT
Design-Build

VALUE
\$62 Million

SIZE
185,000 sq. ft.

SCHEDULE
March 2012—September 2014

Architect Patkau Architects Inc. | MacLennan Jaunkins Miller Architects

Mechanical Consultant Smith and Anderson

Electrical Consultant Smith and Anderson

Structural Consultant Blackwell Bowick

HIGHLIGHTS

- Pending LEED® Silver certification
- 2,000 seat world-class gymnasium
- Facility was used as a training facility for the 2015 Pan Am Games

PROJECT DESCRIPTION

The focal point of the Goldring Centre for High Performance Sport is the 2,000 seat world-class gymnasium (basketball and volleyball) and training facility, which is approximately 118,400 square feet and four-storeys tall (plus a mechanical penthouse), with three stories below-grade. There are two practice courts and a feature court built to the Federal International Basketball's and Federal International Volleyball's standards.

The centre houses support facilities for the courts, including change rooms, a first aid therapy and taping room, coaches offices and public washrooms. There are multi-use change rooms used on an as-needed basis by other varsity, intramural and community teams using the centre and the adjacent Varsity Stadium. The project also included a large open space adjacent to the entrance, which spans multiple floors, and a tiered strength and conditioning space overlooking Varsity Field. The upper floors of the facility accommodate the strength and conditioning centre, the exercise room, the sports science and sports medicine facilities, and additional offices and meeting rooms. The building's mechanical systems comply with the University's current "Design Standards" and were provided in accordance with applicable codes and standards, including the Model National Energy Code and Ontario Building Code 2006. The systems were designed to be at least a 25% improvement over the Model National Energy Code in order to comply with the LEED® energy prerequisite. Electrical rooms are located on each floor at the core of the building.

CHALLENGES AND SOLUTIONS

The challenges faced and mitigated on this project included accommodating the University's program and space requirements within the footprint of the property, while also staying within the specified budget. The location of the basketball fieldhouse, in the lower level, restricted the upper steel structure's support, resulting in long truss spans with high deflection criteria. To get around the challenge, the EllisDon team had to lease the adjacent street from the City of Toronto, purchase an agreement and close down the street for almost a year-and-a-half. Using the street as an extra area of work gave the site team the opportunity to finish the facility on time.

Site conditions were also challenging, with neighbouring, fully operational university classrooms, offices and student residences. To solve this challenge, it was necessary to separate the noise from the students and teachers. EllisDon put in double acoustic panels on both sides of the windows where students were studying to eliminate noise.

Another challenge was the high water table conditions, which also impacted constructability and required design modifications. The team constructed a temporary, very elaborate, dewatering system, which drained the entire excavation and foundation of the facility during the construction period. The system was run continuously 12 hours a day for 12 months to reduce the water table. An extensive permanent subdrainage tub system was also required below the basement slab on grade, in case any water did leak through.

"On behalf of the Faculty of Kinesiology and Physical Education, I wish to thank EllisDon for their excellent work. We look forward to further opportunities to work with your company again."

- Rosanne Lopers-Sweetman, Chief Administrative Officer, University of Toronto

WINDSOR FAMILY AQUATIC COMPLEX

WINDSOR, ONTARIO



CLIENT
City of Windsor

CONTRACT
Design-Build

VALUE
\$ 70.1 Million

AREA
185,000 sq. ft.

SCHEDULE
March 2012 - January 2014

Architect Hughes Condon Marler Architects

Mechanical Consultant Chorley & Bisset Ltd.

Electrical Consultant Chorley & Bisset Ltd.

Structural Consultant Barry-Bryan Associates 1991 Limited

HIGHLIGHTS

- In 2013, this facility was used for the International Children's Games
- Amenities include a therapy pool, water park with a lazy river, waterslides, and a wave pool
- The second floor has a children's play area, concession, meeting/party rooms, and administration offices

PROJECT DESCRIPTION

In 2013, the City of Windsor hosted the International Children's Games – a yearly event sanctioned by the Olympic Committee - where youth aged 12-15 can compete across a wide-range of sports. The City awarded EllisDon and DeAngelis Construction (a Joint Venture) the role of design-builder for this highly-anticipated project, which was utilized for the Games.

Revitalizing the former Western Super-Anchor site in downtown Windsor, the Centre is a performance-based athletic venue and community hub all rolled into one. Accommodating a variety of age and user groups, the ten lane, 71.5-metre pool used two bulkheads to create highly-flexible competitive and leisure pool space. At one end, 18-metres of the pool floor can be raised or lowered to a variety of depths, providing flexible space for multiple purposes.

At the other end, the floor of the pool gradually slopes to that of a competitive dive tank – complete with four springboards and five different heights of platforms (the tallest standing at 10 metres). Combined with a nearby therapy pool, the program provides more than enough lane space for future athletes to make their first splash. Under the same roof, a family water park with a lazy river, wave pool and waterslides creates a leisure-perfect balance to the competitive atmosphere. Far above the waves, you will find a fitness area, a children's play area, a concession, meeting/party rooms and administration offices on the second floor. Now complete, every square foot of the Aquatic Centre is dedicated to supporting the talents, hobbies and families of Windsor.

PARADISE DOUBLE ICE SURFACE ARENA

PARADISE, NEWFOUNDLAND



| |
|-------------------------|
| CLIENT |
| Town of Paradise |
| CONTRACT |
| Design-Build |
| VALUE |
| \$22.4 Million |
| SIZE |
| 96,100 sq. ft. |
| SCHEDULE |
| May 2013—September 2014 |

Architect AE Consultants Limited in partnership with GENIVAR

Mechanical Consultant CORE Engineering

Electrical Consultant Roswell Appleby Newton Engineering

Structural Consultant AE Consultants Limited in partnership with GENIVAR

HIGHLIGHTS

- Contains two National Hockey League size ice surfaces, including fixed and retractable seating
- Incorporated existing facility
- Achieved LEED® CS Silver Certification

PROJECT DESCRIPTION

EllisDon was selected as the Design-Builder on the new Paradise Double Ice Surface Arena, which has become a landmark for the Town of Paradise and the surrounding region. This project features two NHL-sized ice surfaces and ten dressing rooms. One ice surface boasts fixed and retractable seating for up to 1,100 spectators, while the second rink has seating available for 300. Dressing rooms are located between the ice surfaces, with separate access dividing the surfaces.

This project also includes a state-of-the-art fitness centre, a canteen area, multipurpose area, first aid room, skate sharpening area, and office space. These additional amenities increase the functionality of the facility, enabling the venue to host community events, such as tradeshows and meetings.

The spaces within this facility, and their arrangement, provide a multi-purpose building; one that is flexible and can easily adapt to meet the varied needs of the Paradise community. The design integrates this new community space with the existing facilities, and is meant to parallel the seamless adoption of the arena by the Paradise community.

The facility design includes a future expansion for a swimming pool, which will be accessed through the main concourse and viewed through a glass wall with access to the pre-existing youth centre. The parking lot includes spaces with charging lots for electric vehicles, looking to fill their batteries up.

SAINT MARY'S UNIVERSITY ARENA PROJECT

HALIFAX, NOVA SCOTIA



| |
|---------------------------|
| CLIENT |
| Saint Mary's University |
| CONTRACT |
| Construction Management |
| VALUE |
| \$10.78 Million |
| SIZE |
| 50,000 sq. ft |
| SCHEDULE |
| April 2018—September 2019 |

Architect

DSRA Architecture

Mechanical Consultant

F.C. O'Neill, Scriven & Associates Limited

Electrical Consultant

F.C. O'Neill, Scriven & Associates Limited

Structural Consultant

BMR Structural Engineering

PROJECT DESCRIPTION

Saint Mary's University (SMU) is building a new 800-seat arena, with room for at least 200 standing room patrons. The new arena will support varsity athletes and coaches, and will enrich athletics and recreation opportunities for all students. The facility will benefit the Saint Mary's community, but also Halifax as a whole. The new rink will be built on the same Tower Road site as the current SMU Alumni Arena, however the new rink will be NHL regulation size.

RBC CENTRE
DARTMOUTH, NOVA SCOTIA



CLIENT
Halifax Regional Municipality

CONTRACT
Design-Build-Operate

VALUE
\$42 Million

SIZE
138,000 sq. ft.

SCHEDULE
December 2015—September 2017

Architect Architecture 49 Inc.
Mechanical Consultant C.C. MacDonald Ltd.
Electrical Consultant M&R Engineering Ltd.
Structural Consultant Malcolm Pinto Engineering Ltd.

PROJECT DESCRIPTION

The RBC Centre is a four pad ice arena (three NHL-sized rinks and one Olympic-sized rink). One of the NHL ice surfaces is a feature rink with seating to accommodate 300 spectators. The same rink is equipped with a sound system for special events. There are a total of 22 locker rooms for the rinks plus another four locker rooms to support the existing exterior All-Weather Sports Fields. The facility contains food and sports concessions, as well as space for community and/or non-profit organizations. The facility is integrated with the existing All-Weather Sports Fields to provide a campus feel for the complex. The RBC Centre has achieved LEED Silver Certification.

The main building is primarily a pre-eng building with some conventional structural steel fill-ins at the front two corners of the building. Cladding is a mix of architectural block and siding on the front of the building, while the sides and back of the building are primarily clad with siding. The roof is a mix of standing seam metal roofing and mod bitumen roofing. There is a small field house (approximate 65 square metres) to house equipment and an office for the All-Weather Sports Fields that was constructed with architectural block and mod bit roofing.

For this project, the landscape was designed using plantings and seeds that are native to the region, or that have adapted to the climate and rainfall in the area. EllisDon provided a sufficient volume of soil to allow the landscaping to grow properly – and carefully monitored it over the following few seasons. Thanks to these design considerations, the project does not need a permanently-installed irrigation system, and therefore uses a lot less water.

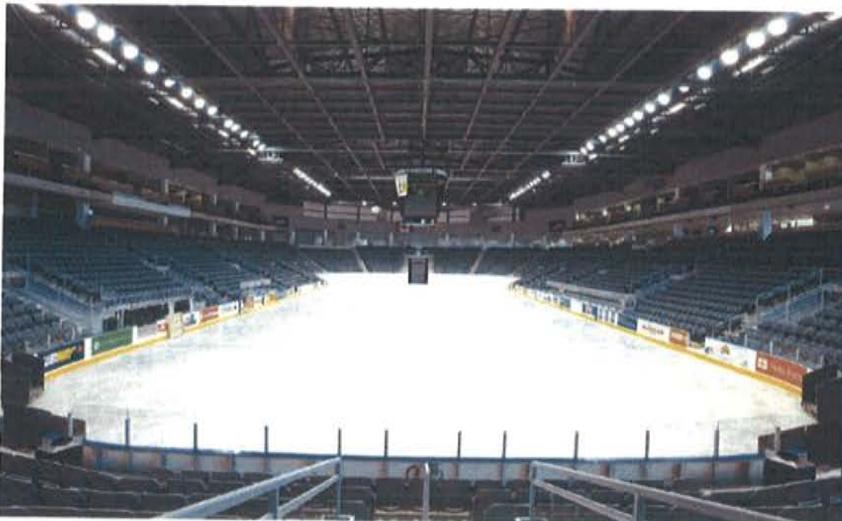
SUSTAINABLE CONSTRUCTION

During design and construction, materials were selected based on the amount of recycled content, as well as whether they were manufactured locally. Examples of material with recycled content include the steel structure, reinforcing steel in the concrete, interior drywall, and insulation.

 **EllisDon**

KINGSTON ENTERTAINMENT CENTRE

KINGSTON, ONTARIO



CLIENT
City of Kingston

CONTRACT
Design-Build

VALUE
\$35 Million

SIZE
150,000 sq. ft.

SCHEDULE
June 2006—February 2008

| | |
|------------------------------|------------------------------------|
| Architect | Brisbon Brook Beynon |
| Mechanical Consultant | The Mitchell Partnership |
| Electrical Consultant | Mulvey & Banani International Inc. |
| Structural Consultant | Halcrow Yolles Partnership |

HIGHLIGHTS

- Achieved LEED® Silver Certification
- The facility won the Air Canada Centre Major Facility of the Year award in 2012 by the Canadian Music and Broadcast Industry Awards
- The NHL-size ice pad is home to the Kingston Frontenacs of the Ontario Hockey League

PROJECT DESCRIPTION

The Kingston Entertainment Centre ("K-Rock Centre"), in Kingston, Ontario, is a 150,000 square foot, 5,700 seat multi-use spectator arena. The arena has an on-site restaurant with a 300-person capacity, open to the seating bowl, a club lounge, 32 private suites and 4 group suites overlooking the event floor. The street level main concourse allows for the Kingston and District Sports Hall of Fame exhibits (which honours regional athletes and team builders in sports), retail space, and a sports café all with interior access and street access. The NHL-size ice pad is home to the Kingston Frontenacs Ontario Hockey League hockey team, providing locker rooms and training facilities, as well as a retail outlet for Frontenacs apparel and gear.

BUILDING DESIGN

The building fits into the urban fabric of Kingston and the rich heritage and pedestrian oriented composition of the city. The design of the K-Rock Centre accommodates the peak flows that such a facility creates, yet still provides vibrant street-related uses during non-event times. In addition to its state-of-the-art arena design, the building's exterior design utilizes a significant amount of glazing on the public concourses. Genuine Kingston limestone was also used to incorporate local resources into the structure.

UNIQUE FEATURES

Unique aspects of the project include its LEED® Silver certification; it is the first Sports and Entertainment facility to receive this certificate in North America. This accreditation was achieved by utilizing energy saving mechanical and electrical systems, adding insulation within the building envelope and maximizing the use of recycled non-VOC finishes throughout the interior. The mechanical system reclaims waste heat that is utilized in the snow melting and domestic hot water systems.

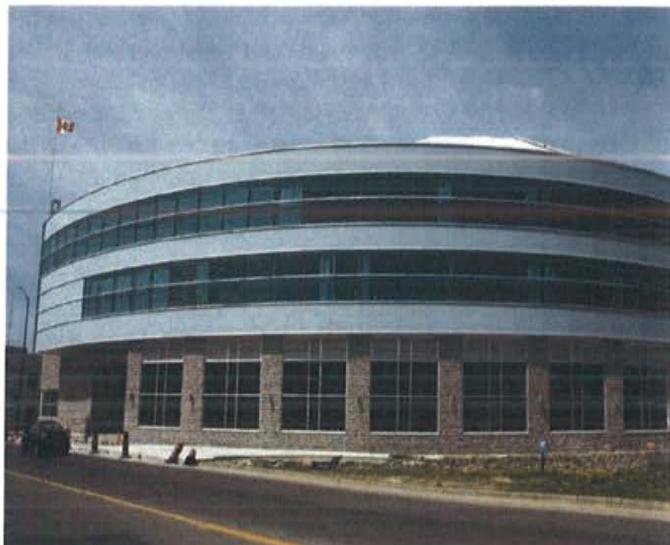
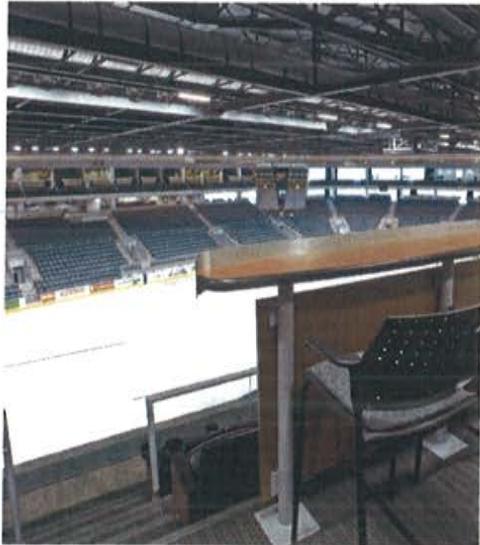
The City of Kingston is committed to environmental excellence, proven by its implementation of green practices into this facility's operations. To reduce the facility's negative environmental impact, a total of \$1.2 million was dedicated to securing LEED® Silver certification for the venue. This investment, and the subsequent LEED® certification, promise long-term energy and cost savings.

CHALLENGES & SOLUTIONS

The K-Rock Centre's need to accommodate both large and small sporting events created challenges. Specific design considerations were given to meet these challenges. These considerations included keeping the venue and its surrounding area lively and vibrant during both events and non-event times, creating flexibility of use, providing ease of circulation and flow, maximizing revenue opportunities, designing the facility for operational efficiencies, separating public and athlete zones, understanding the most effective long span structural solutions, and providing for both elite athletes and more casual public users. EllisDon is proud of the end product of this design-build project, as the facility is flexible enough to host larger events (an OHL hockey game), or smaller ones (an intimate piano concert).

AWARDS

- 2008 - "Steel Design Award - Ontario Region Award of Excellence - Green Building" - Canadian Institute of Steel Construction



SIXTEEN MILE SPORTS COMPLEX

OAKVILLE, ONTARIO



CLIENT

Corporation of the Town of Oakville
c/o MHPM Project Managers

CONTRACT

Design-Build

VALUE

\$40 Million

AREA

190,000 sq. ft.

SCHEDULE

July 2008 — April 2010

Architect PBK Architects

Mechanical Consultant Sprint-Insight Mechanical Services Inc.

Electrical Consultant Birnie Electric Limited

Structural Consultant GENIVAR

HIGHLIGHTS

- State-of-the-art arena in the Town of Oakville that achieved LEED Gold certification.

PROJECT DESCRIPTION

This 190,000 square foot facility features four ice pads (three NHL-sized rinks each with heated bench seating for 70, and one Olympic-sized rink with 1,500 arena-style seats). The four rinks are separated by a public amenity space, and the building offers ample change rooms throughout and a second-storey restaurant that overlooks two rinks.

EllisDon, as the design-build contractor, directly managed the design and construction, including plan approvals and permit process, design development, client approvals, reporting and administration, construction and staged commissioning of the facility through the transition into operations.

The facility used a pre-engineered structural steel building, and also utilized conventional structural steel, hollow-core slabs, precast and cast-in-place concrete. The most challenging part of the construction process was pouring the concrete pads for the ice rinks. EllisDon had to closely monitor the smoothness, flatness and elevation of the rink slabs in order to produce perfect ice conditions for superior performance on the ice. The pads are heavily reinforced with rebar and steel mesh and the slabs are embedded with plastic lines, which circulate glycol at -40°C. EllisDon has poured over 5,000 cubic metres of concrete at the arena, 800 of which were for the rink slabs alone.

This project also achieved LEED Gold certification, and displays several sustainable methods, including the diversion of 80 percent of construction waste from landfills, utilizing 40 percent recycled and regional content in the building material, storm water management, a reflective solar roof, high-efficiency mechanical systems and low VOC-emitting interior finishes.

**BUDWEISER GARDENS
(FORMERLY KNOWN AS JOHN LABATT CENTRE)**
LONDON, ONTARIO



CLIENT
London Civic Centre Corporation

CONTRACT
Design-Build-Finance-Maintain

VALUE
\$46.5 Million

SIZE
214,000 sq.ft.

SCHEDULE
March 2001—October 2002

Architect Brisbin Brook Beynon

Mechanical Consultant The Mitchell Partnership Inc.

Electrical Consultant Chorley + Bisset

Structural Consultant Halcrow Yolles Partnership Inc.

PROJECT DESCRIPTION

The 214,000 square foot, 9,100-seat spectator venue for hockey and other sporting events (10,000 seats for concerts) was built at grade for easy event loading access. The two-tier design accommodates 38 private suites, a restaurant that is open to the seating bowl, along with group hospitality suites that double as community meeting rooms. In addition to the standard end stage configuration for large concerts, the arena can be set up to accommodate touring Broadway shows or smaller concerts in theatre mode. The theatre features a small, intimate atmosphere and a 30-line fly grid to suspend scenery or lighting and sound equipment. The arbor is retractable when not in use and is stored under the steel trusses.

The street-level main concourse incorporates the hockey hall of fame exhibits, retail space, and a sports café, all with interior and street access. The structure was built on 200 concrete caissons and designed similar to Toronto's Air Canada Centre, where the upper bowl curtaining system can close off the upper deck when not in use. The NHL-size ice pad is home to the London Knights OHL hockey team.

In addition to having a stake in the design, build, and operation of the facility, EllisDon managed the design and construction, including the plan approvals and permit process, design development, client approvals, reporting and administration, construction and staged commissioning of the facility through the transition into the operations phase. It was determined from the original concept that the entertainment complex would require both public and private sector financing support. EllisDon and Global Spectrum teamed together to provide the private sector financing support. The business plan was developed based on forecasted operating results.

The distinctive Victorian architecture of the buildings in downtown London formed the basis for the interpretation of this 21st century sports and entertainment facility. Specifically for this project, the Talbot Inn, a 19th century building that stood on the site for more than 125 years, was the inspiration for the brick facade of the new Budweiser Gardens.

 **EllisDon**

As an added feature to cement the John Labatt Centre into London's history books, the building's HVAC systems were engineered, procured, and constructed to utilize district energy from London's century old District Energy Network.

CHALLENGES & SOLUTIONS

Challenge: The site is in a congested urban downtown location, the historic heart of London once filled with Victorian buildings, and surrounded by a busy shopping mall, Galleria London, and the Central Library along with restaurants and retailers.

Solution: The EllisDon Construction team, with input from stakeholders and main trade contractors, developed and implemented a detailed phasing and logistics plan for the project complete with detailed plans for site access, traffic control, as well as noise and dust control.

Challenge: Under the fast track requirements for the project, the John Labatt Centre design and construction program had a demanding schedule in order to complete and open the facility for the 2002/2003 season of the London Knights, a Junior A hockey team and the facility's principal tenant.

Solution: EllisDon, through a true team approach, working with all design and construction partners developed a realistic, well-communicated critical path schedule that had buy-in from all project participants.

Challenge: The site was 12.1 hectares in size requiring extensive excavation (complicated by the discovery of human remains) and required importation of significant amount of engineered fill as well as an unconventional foundation for the new facility.

Solution: While a previous development plan for the site resulted in the demolition of existing Victorian era buildings, the foundations were never removed. Consequently, the entire site had to be excavated 2-3m down with continuous observation by archaeologists. The remains of a small child dating back 150 to 165 years ago were found during excavation operations resulting in an extensive investigation by the police, local historians, consultants, scientists, city officials and Ontario's Registrar of Cemeteries. During this process, excavation operations were limited and delayed on the site, but without impact to the overall project schedule. Upon completion of the excavation 65,000 tonnes of engineered fill was placed on the site. As a conventional foundation was not economically feasible on the engineered fill, more than 200 caissons were driven 12m into the ground in a grid pattern with the caissons connecting to steel wall beams through concrete caps with anchor bolts. Concrete grade beams link the caissons and support the slab on grade.

SUSTAINABILITY

While the John Labatt Centre project did not pursue specific sustainability certification, the design included the salvage and adaptive reuse of the existing 135-year old Talbot Inn façade. The Talbot Inn façade was recreated through salvaged and matching new bricks (structural analysis revealed many bricks were not useable) including several of the stone window lintels, sills and keystone arches. A local masonry contractor removed and reinstated the façade in an individually numbered sequence.

AWARDS/RECOGNITION

- Awarded the 2002 National Award for Innovation and Excellence in Public-Private-Partnerships, by the Canadian Council for Public-Private Partnerships
- Host of the 2005 + 2014 Mastercard Memorial Cup
- Ranked #1 Top Stop in North America (Venues Today Mid-Year 2014)
- Canadian Major Facility of the Year at the Canadian Music and Broadcast Industry Award - two time winner



CONCRETE FINISHING CO. LTD.

835 SUPERTEST ROAD, SUITE 100, NORTH YORK, ONTARIO M3J 2M9

www.triconconcrete.com

TEL: (416) 736-7700 FAX: (416) 736-6686

RE: TRI-CON "Partial list" of ICE RINK SLABS

April 5, 2021

TRI-CON HAID, winner of Golden Trowel Award in 2011 for North Dumfries Community Complex Rink Slab, Ayr, Ontario

TRI-CON CONCRETE, winner of Golden Trowel Award in 2012 for Ryerson Sports, Mattamy Athletic Center Rink Slab Third floor level Maple Leaf Gardens, Toronto, Ontario

Also winner of Golden Trowel Award in 2013.

TRI-CON PATTERNED CONCRETE winner of Ontario Concrete Awards for Lock 8 Skate and BMX Park, Port Colborne, Ontario

1. North Dumfries Community Complex Rink Slab (2011), Ayr, Ontario "**Golden Trowel Award**"
2. Scarborough Village Arena (2013), Scarborough Ontario. Aquicon Construction (905) 458-1313
Petroff Architect - Olga Bejarano oberjerarano@petroff.com
3. Ryerson Sports – Mattamy Centre – **Maple Leaf Gardens "Golden Trowel Award" 3rd floor**
Buttcon Construction Peter DiGaetano (905) 907-4242; BBB Architects (416) 591-8999
4. Richmond Arena (2013) Richmond (Ottawa) Ontario. Laurin General Contractor (613)723-3093;
EMA Architects (613) 224-0095
5. Larry Robinson Arena Rink Slab (2014) City of Ottawa Ontario.
Laurin General Contractor (613)723-3093; N45 Architecture (613) 224-0095
6. Hodgson Outdoor Ice Rink (2014) City of Toronto.
Frank Pellegrino General Contractor (416) 299-7206; Peter T. Mitches & Associates (416) 622-7041
7. Oriole Community Center Ice Rink (2015) City of Toronto
Frank Pellegrino General Contractor (416) 299-7206; Aecom Engineering Consultants (905) 668-4021
8. Delaney rink Replacement City of Pickering ON. F. Pellegrino General Contractor (416) 299-7206
9. Valley Field Park Exterior Rink, Etobicoke, City of Toronto.
Frank Pellegrino General Contractor (416) 299-7206; Peter T. Mitches & Associates (416) 622-7041

Tri-Con Concrete Finishing Co. Ltd., Tri-Con Haid and Patterned Concrete Ontario are ACI certified, with an excellent record of site safety and performance. We have completed a variety of concrete finishing on projects which includes Airports T-1, T-3, Hangars, Car Plants, Distribution Centers, Manufacturing Plants, Warehouses, Home Improvement stores, Commercial Plazas, Community Centers and Ice Rink Slabs.

We specialize on concrete floors with multiple finish requirements and have been involved in variety of Large ICI projects up to 2.8 million square feet high tolerance Concrete *Superflat* Floor finishing.

We are currently working on **CANADA SUMMER GAMES** St. Catharines, ON., **2 Ice Rinks** scheduled to be completed May 2021. MJMA MacLennan Jaunkains Miller Architects (416) 593-6796

If you require any other information please do not hesitate to call or email. Thank you,

TRI-CON CONCRETE FINISHING CO. LTD.

Frank Guida, President



QUALITY SERVICE EXPERIENCE





CONCRETE FINISHING CO. LTD.

WWW.TRICONCONCRETE.COM

835 SUPERTEST ROAD, SUITE 100
NORTH YORK, (TORONTO) ONTARIO M3J 2M9
TEL: (416) 736-7700 FAX: (416) 736-6686

April 5, 2021

TRI-CON ICE RINK SLAB CONCRETE FINISHING REFERENCES (PG 1 of 3)

TRI-CON HAID, winner of Golden Trowel Award in 2011
North Dumfries Community Complex Rink Slab, Ayr, Ontario

TRI-CON CONCRETE FINISHING, winner of Golden Trowel Award in 2012
Ryerson Mattamy Sports, Rink Slab (third floor) – Maple Leaf Gardens, Toronto

TRI-CON CONCRETE FINISHING winner of Golden Trowel Award in 2013

TRI-CON PATTERNED CONCRETE winner of Ontario Concrete Awards for Lock 8 Skate and BMX Park, Port Colborne, Ontario

NOTABLE RINK SLABS LIST COMPLETED

1. Harry R. Gairey Rink replacement, 275 Bathurst Street (1998), Toronto
2. Sault Ste. Marie sport complex (2005), Sault Ste. Marie
3. Stickwood Recreational Facility (Four pads), (2005), Newmarket
4. Chedoke Twin Ice pad (2006), Hamilton
5. Holly Community Centre (2005), Barrie
6. Aurora Recreational Facility (Twin Pad), (2005), Aurora
7. Varsity Arena Arena, 275 Bloor Street (2005), Toronto
8. McKinney Drive (3 pad arena), McKinney Drive (2003), Whitby
9. Mohawk Park (Four Pads) Arena Sports Complex, 710 Mountain Brow Blvd. (2004), Hamilton
10. Leaside Curling Club, 1073 Millwood Road (2004), Toronto
11. Strathcona Paper Centre (Twin Pad), 60 Jim Kimmett Drive, (1997), Napanee
12. Mid-Scarborough Community Centre & Arena (Twin Pad), 2467 Eglinton Av. E (2003), Toronto
13. George Bell Arena, 215 Ryding avenue (2003), Toronto
14. Goderich Community Centre, 190 Suncast Road (2003), Goderich
15. Angus Glen Community Centre (Twin Pad), Kennedy Rd. & Major Mackenzie Dr. (2006), Markham
16. East Bayfield Community Centre, Barrie (Twin Pad), Livingstone Street (2002), Barrie
17. West Ice Slab Replacement, Elgin Barrow Arena (2002), Richmond Hill
18. Exhibition Park Arena Artificial Ice Rink, 70 Division St. (2002), Guelph
19. Christie Pits Ice Rink Slab Replacement, SE Corner of Barton & Crawford (2001), Toronto
20. The Ice Galaxy Rink Slab Replacement, 1967 Ellesmere Road (2002), Toronto

RINK SLABS CONTINUED

21. Broadlands Artificial Ice Rink Slab Replacement, 16 Castlegrove Blvd. (1999), Toronto
22. Otter Creek Ice Slab Replacement, 140 Cheritan Avenue (2000), Toronto
23. Don Beer Arena, 940 Dillingham Road (2000), Pickering
24. Scarborough Civic Centre Ice Slab replacement, 150 Borough drive (2001), Scarborough
25. Glen Long Rink, 35 Glen Long Avenue (1999), Toronto
26. Cawthra Community Centre, 1399 Cawthra Road (2004), Mississauga
27. West Vaughan Community Centre (Twin Pads), Rutherford Road & Islington Ave. (1991), Maple
28. Allandale Community Centre, Little Ave. & Bayview Ave., (2006), Barrie
29. Meadowvale Four Rinks Arena, Hwy # 401 & Mississauga Road (2007), Mississauga
30. Elvis Stojko Arena formerly Observatory arena, Yonge ST & 16th Ave (2007), Richmond Hill
31. St. Mikes Ice Rink Arena, St. Clair & Bathurst Street (1983), Toronto
32. Downsview Arena, Jane & Wilson (2008), Toronto
33. Midland Ice Rink, Midland (2006)
34. East York Memorial Arena (2010)
35. Markham Centennial Community Centre, Hwy. # 7 & McCowan Road (2010), Toronto
36. Victoria Village Rink slab Replacement, 190 Burmondsey Road (2007), Toronto
37. York Mills Arena (2009), Toronto
38. Amesbury Sports Complex, 155 Culford Road (2009), Toronto
39. Chancellor Park Outdoor Rink (1998), Woodbridge
40. Mitchell Field Arena (2008), Toronto
41. North Dumfries Community Complex Rink Slab (2011), Ayr, Ontario "**Golden Trowel Award**"
42. Scarborough Village Arena (2013), Scarborough Ontario. Aquicon Construction (905) 458-1313
Petroff Architect - Olga Bejarano oberjerarano@petroff.com
43. Ryerson Sports – Mattamy Centre – **Maple Leaf Gardens "Golden Trowel Award"**
(3rd floor level) (2012), Toronto, Buttcon Construction Peter DiGaetano (905) 907-4242;
BBB Architects (416) 591-8999
44. Richmond Arena (2013) Richmond (Ottawa) Ontario. Laurin General Contractor (613)723-3093;
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RINK SLABS CONTINUED

48. Delaney rink Replacement City of Pickering Ont., F. Pellegrino General Contractor (416) 299-7206
49. Valley Field Park Exterior Rink, Etobicoke, City of Toronto.
Frank Pellegrino General Contractor (416) 299-7206; Peter T. Mitches & Associates (416) 622-7041
50. Canterbury Outdoor Rink, Ottawa, Ontario (2017) Laurin General Contractor (613)723-3093
51. Centennial Arena, Etobicoke, Ontario (2017) Frank Pellegrino General Contractor (416) 299-7206
52. Pleasant View Arena, North York, Ontario (2017)
53. Queensway Park Air & Skate Trail Toronto, Ontario (2018) Aplus general Contractor.
54. Steven Yzerman Arena, Ottawa, Ontario (2018) Laurin General Contractor (613)723-3093
55. Baycrest Arena, Toronto, Ontario (2018) Frank Pellegrino General Contractor (416) 299-7206
56. Cavan Monaghan Community Center, Millbrook, ON (2018) Aquicon Construction (905) 458-1313
57. Buttonwood Ice Rink, Toronto, Ont. (2018) Frank Pellegrino General Contractor (416) 299-7206
58. Ice Rink Replacement Tottenham, Ont. (2019) F. Pellegrino General Contractor (416) 299-7206
59. Sherwood Community Center Rinks TWIN PAD Milton, Ont. Aquicon Construction (905) 458-1313
60. Clarkson Ice Rink Replacement, Toronto, Ontario (2020)
61. Summerlea Ice Rink, Toronto, Ontario (2020) F. Pellegrino General Contractor (416) 299-7206
62. **CANADA SUMMER GAMES** St. Catharines, Ont., **2 Ice Rinks**, scheduled to be completed May 2021.
MJMA MacLennan Jaunkains Miller Architects (416) 593-6796

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TRI-CON CONCRETE FINISHING CO. LTD.



Frank Guida,
President

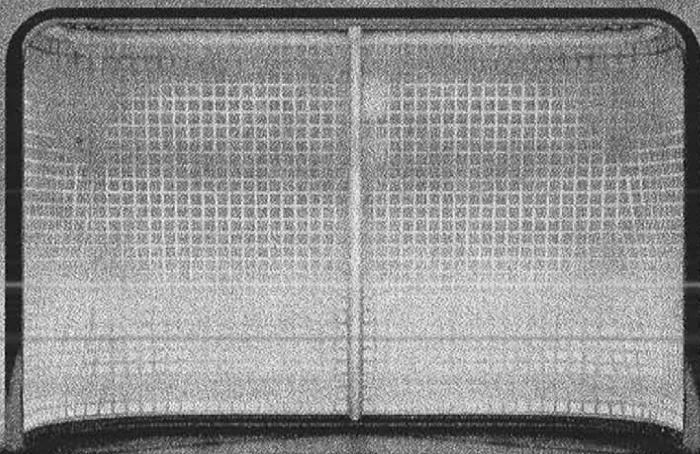
TOROMONT

CIMCO

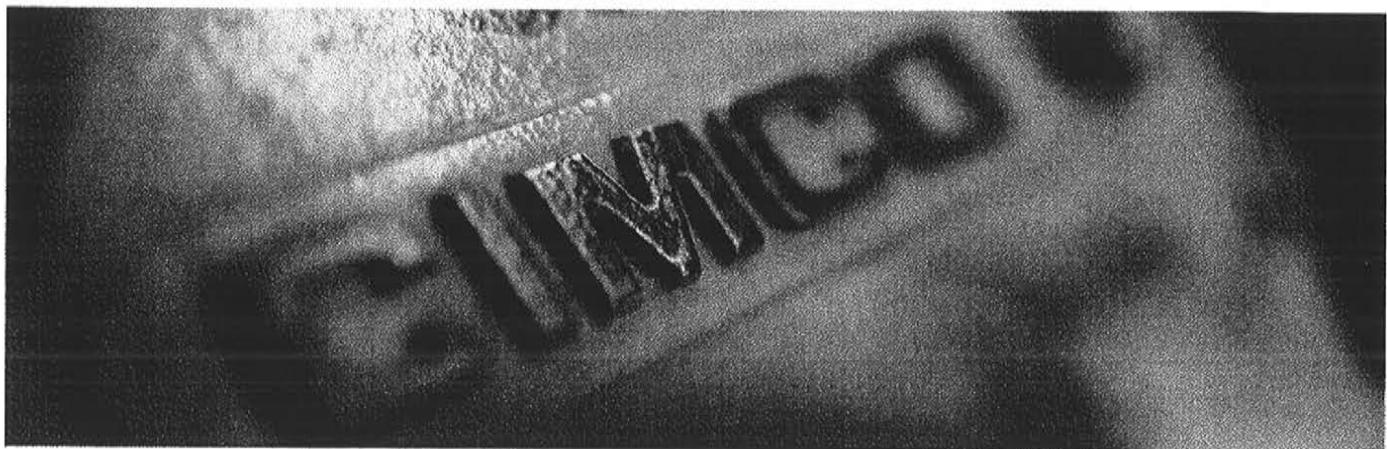
CIMCO Refrigeration

Industry Profile

Recreation



About CIMCO



CIMCO Refrigeration is North America's largest supplier of thermal solutions, providing full-service capabilities including design, engineering, installation and after-market service. CIMCO operates through 29 locations across Canada and the United States.



Founded
1913



Employees
1000+



Projects
15000+



Customers
8000+



Service Contracts
1500+



Renewal Rate
98%



Locations
29



Completed **50%** of the world's ice rinks

Installed ice rinks in **45** countries

Toromont Industries Ltd. operates through two business segments: The Equipment Group and CIMCO. The Equipment Group includes one of the larger Caterpillar dealerships by revenue and geographic territory. In addition, the Group includes industry leading rental operations, a complementary material handling business and an agricultural equipment business. CIMCO is a market leader in the design, engineering, fabrication and installation of industrial and recreational refrigeration systems. Both segments offer comprehensive product support capabilities.



With a legacy of over 100 years and a strong service capability, CIMCO is in a unique position to deliver innovative and efficient solutions to clients, resulting in higher returns and top quality outcomes

Our Focus on Sustainability

With mounting worldwide concerns over global warming and the effect it will have on our way of life, we at CIMCO pledge to make a difference with three strong objectives:

- Challenge the traditional ways the refrigeration industry operates by focusing on innovations and technology that can change our future
- Offer informed leadership and guidance on the tools and choices that can help fight climate change;
- Aid our customers on their pathway to net zero in the most efficient way possible

Understanding the significant impact the refrigeration industry has on the environment, we have ensured that our sustainability objectives align with those outlined by the United Nations in the [UN Sustainable Goals](#); specifically goal no. 7 - Affordable and clean energy, and goal no. 13 - Climate change

— “

As the North American refrigeration market moves from synthetic to ammonia systems, its crucial to understand how secondary refrigerants will play an important role

Dave Malinauskas
President, CIMCO Refrigeration

” —



Markets we serve

Commercial HVAC

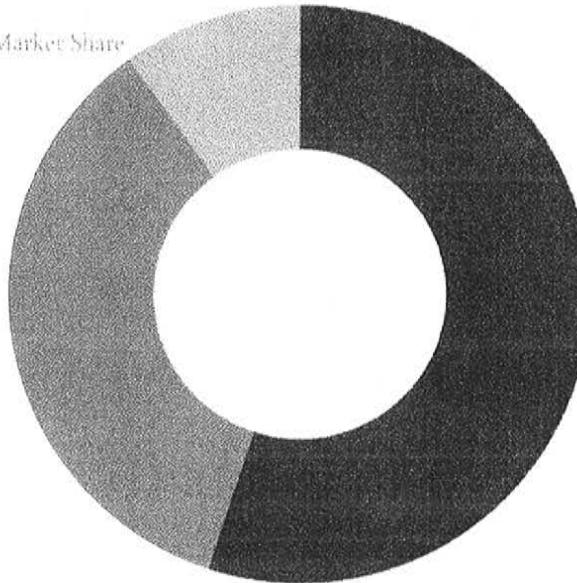
Creating a niche in the condominium, schools, automotive and healthcare markets

10% Market Share

Recreation

100 years providing the best in class ice to ice rinks and Curling Clubs with focus on performance, efficiency and safety

35% Market Share



Industrial

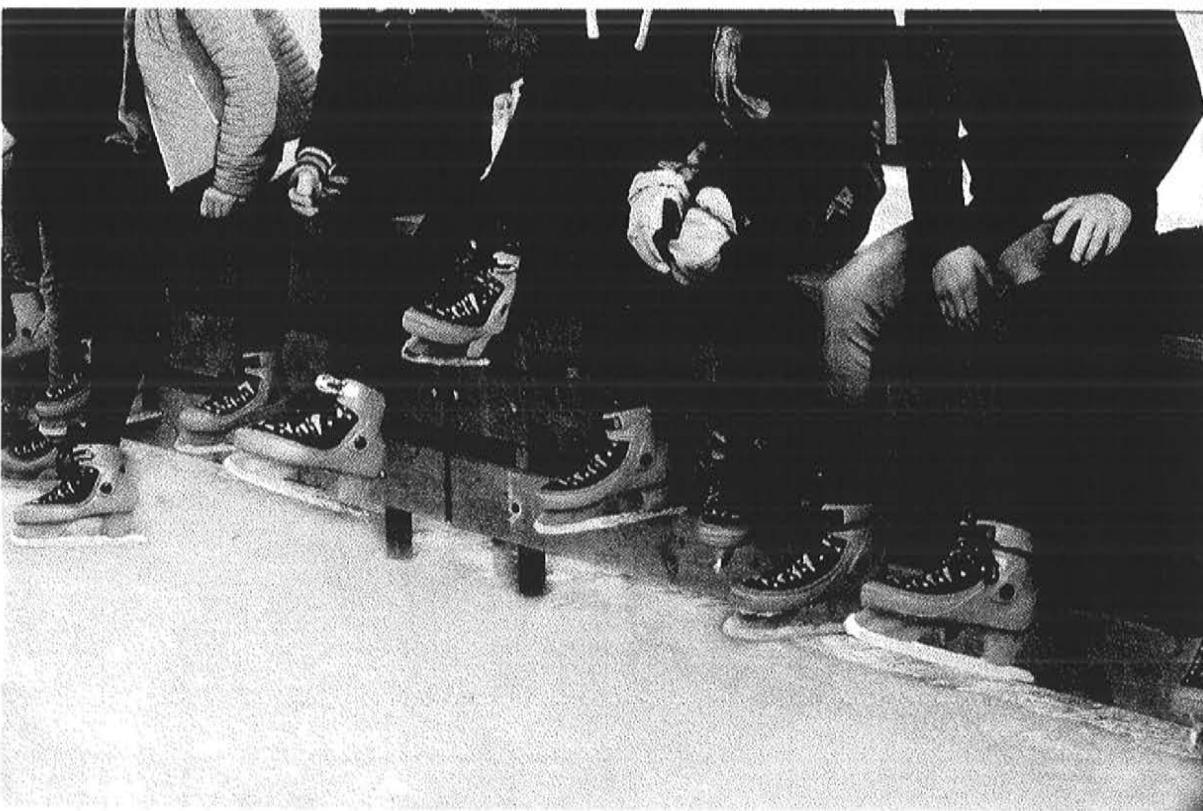
Leaders in food processing, cold storage, mining and petrochemical segment. Top product quality with safety

55% Market Share

The CIMCO Vision 

Become the first choice for systems and services in thermally controlled environments

Recreational Refrigeration Services



From ultra-economical ice systems to environmentally-friendly alternatives to fully-integrated thermal solutions, CIMCO offers a wide range of Recreational Ice Solutions designed to meet and exceed the requirements of any arena facility.

CIMCO's offering to the Recreation Industry



- Refrigeration engineering expertise
- On-site Installation and supervision
- Start up & Commissioning services
- Unmatched project management capabilities

- Distinct cooling layout and floor design
- High performance, energy & cost efficient equipment
- High safety standards
- Convenient, advanced control technologies
- Best in class after sales service



Our Competitive Advantage

Our Account Management team, is passionate about the ice sports. CIMCO invests in training and maintaining our account teams knowledge with the most latest technology. The account team is able to comfortably make time for each of their clients. We act as your partners. While we offer the best industry solutions we also consult and ensure you are implementing the most efficient plans, those that align with your objectives. CIMCO has 8 account managers to every 1 that competitors have.

OUR ACCOUNT MANAGERS PARTNER WITH YOU



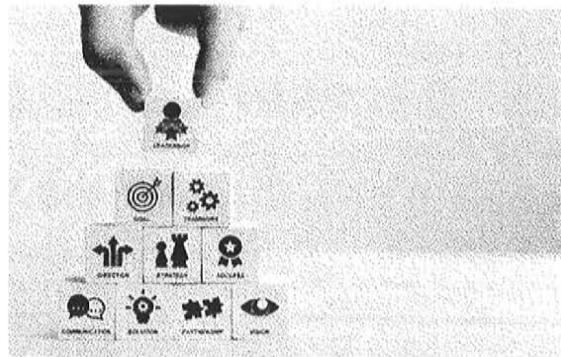
CIMCO Recreational Product Line

CIMCO solutions are the global standard for recreational ice refrigeration. We've brought success to over 1/2 of the world's ice rinks - including 80% of the arenas with over 6000 seats - and we look forward to helping you create your own ideal ice.

| | ECO CHILL | ECO ₂ CHILL ² | Smart Charge | Powerplay | Bonspiel | Breakaway | Heritage | Blue Line |
|----------------------------|-----------------|-------------------------------------|-----------------|-----------|----------|-----------------|-----------------|-----------|
| Low Charge | ✓ | ✓ | ✓ | ✓ | ✓ | | | |
| Smart Connected | ✓ | ✓ | ✓ | ✓ | ✓ | | | |
| Heat-reclaim Ready | ✓ | ✓ | ✓* | | | | | |
| Heavy Duty | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | |
| Low-Maintenance Compressor | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Thermally Connected | ✓ | ✓ | | | | | | |
| Engine Room not required | | | | | | ✓ | | ✓ |
| Refrigerant | NH ₃ | CO ₂ | NH ₃ | Opteon | Opteon | CO ₂ | NH ₃ | Opteon |
| Global Warming Potential | 0 | 1 | 0 | 630 | 630 | 1 | 0 | 630 |

*reclaims high-grade heat only

Critical Success Factors



TECHNICAL EXPERTISE

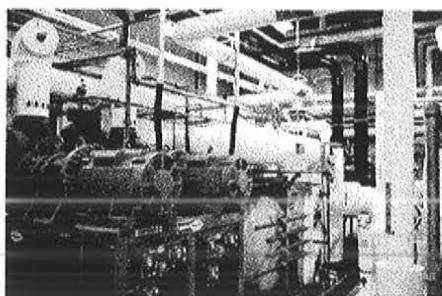
In-depth team of technical experts in all aspects of industrial refrigeration. Proven record of accomplishment with highly complex and customized projects.

RESOURCES

CIMCO has more human and financial resources than any other refrigeration contractor in North America.

Benefit to our customers:

- Large/multiple projects
- National Agreements
- Response time
- Engineering capabilities
- Financial backing requirements



BUYING POWER

CIMCO is the largest vendor to many OEM's and other value chain suppliers.

QUALITY

Customized high quality installations that ensure plant reliability

Benefit to our customers:

Plant reliability is crucial to

- Operation
- Long term investments
- Business and safety risk



Benefit to our customers:

- Lower costs
- Use buying power to improve service, delivery, and preferential access



GEOGRAPHIC

PRESENCE

CIMCO has the largest service footprint in North America.

Benefit to our customers:

- National purchasing
- Streamline vendors/consistency
- Emergency response
- Reduce costs
- Required understanding of local codes and regulations

Our Capabilities

ENGINEERING Unparalleled Expertise

CIMCO has developed a regional approach to its engineering while maintaining a strong central engineering group that provides the resources required for major national and international projects. Central engineering develops company standards for equipment and design, and has developed sophisticated electronic control systems for monitoring, control, and energy management. Moreover, as a Certificate of Authorization holder, CIMCO is able to provide consulting services.

Leading with the industries best technical sales, manufacturing and ice surface engineers , CIMCO designs systems from initial concept through supervision, to project commissioning, to ensure the success of a project. All of this, an in-house capability.



Key Facts

- 106 in-house refrigeration engineers
- Prefabrication capability with 3D CAD technology
- All drawings utilize:
 - AutoCAD
 - AutoCAD Electrical
 - Solidworks
 - Revit

Engineering Expertise

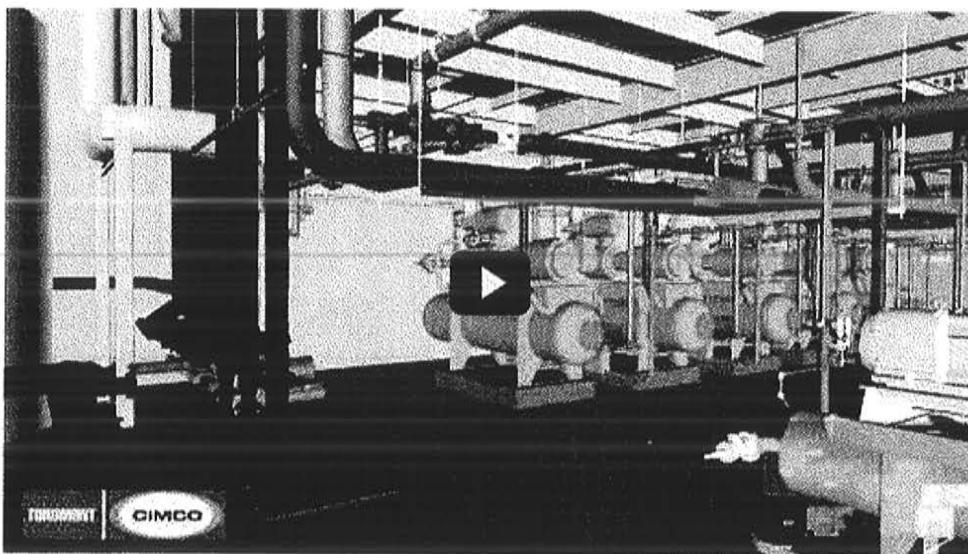
Refrigerant Expertise

- Ammonia
- CO₂
- HFO/HFC Blends

Design Expertise

- Secondary Fluids
- Heat Reclaim
- CO₂ Transcritical
- CO₂ Brine

- Low Charge Ammonia
- Free Glycol Heating
- Fully Integrated (Mechanical/ Refrigeration)



AUTOMATION

Leading Innovation

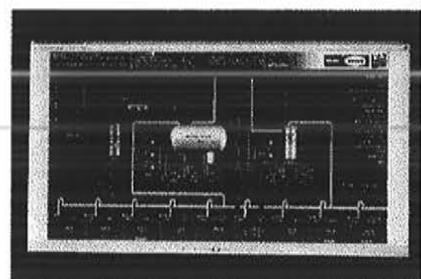


The CIMCO Automation Group (CAG) is at the forefront of automation technologies providing automatic microprocessor control solutions for refrigeration plants. CAG engineers will evaluate your specific requirements and recommend the foremost control solution for your refrigeration application to maximize your return on investment. CAG has been focusing on developing and implementing the next generation of control systems that will provide our customers with more intelligent control and built in safety, efficiency, and maintenance analysis.

CAG ensures consistent up time and performance for our customers, simultaneously minimizing operational costs and workload. Systems include:

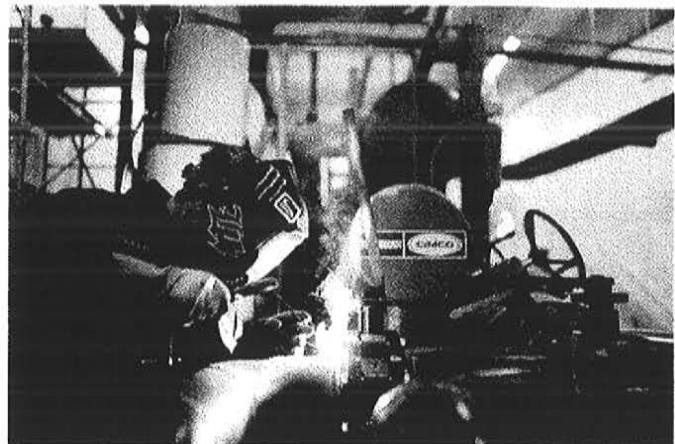
- Refrigeration: compressors, chillers, condensers, and vessels
- Mechanical: air handling units (AHUs), variable frequency drives (VFDs), and modular machine rooms
- Supervisory applications: Supervisory control and data acquisition (SCADA) / remote monitoring

On projects, the Automation team is responsible for providing the control solutions for project installations from point of design through to commissioning. This requires close coordination with Sales, Engineering, Construction, and Service departments so that the solution is fully integrated. After the project is installed and operational, they continue to provide service support to Service Department staff and our clients.



MANUFACTURING

In-house Excellence



CIMCOs manufacturing group works on the sole principle of providing products to our customers that are of high quality, competitively priced, and delivered on time as promised. The team has the experience and capability to implement the technologies required to meet all of your packaged system, heat exchanger, pressure vessel, and control automation requirements.

Manufacturing Expertise

In-house fabrication of customized equipment

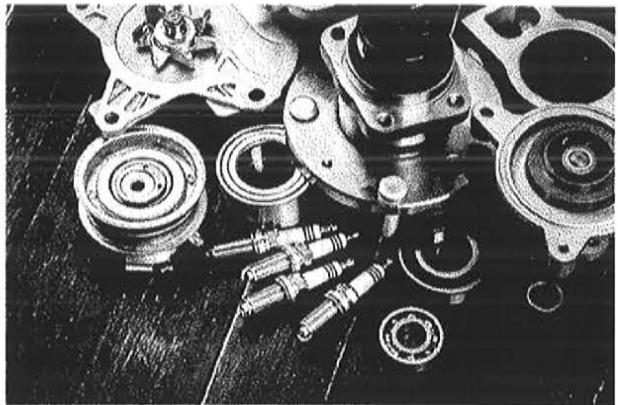
- ASME Code pressure vessels and heat exchangers
- Electrical control panels
- Skid mounted packaged piping assemblies
- Prefabricated piping spools for field installation

Support functions

- Process Improvement
- Production Planning
- Shop Supervision
- Traffic Control



Parts Sourcing Power of Buying



Partnering with OEM suppliers and a strong footprint across North America, CIMCO promises superior quality, competitive prices and 24/7 delivery to any part of the continent. CIMCO is the largest vendor to the key suppliers in the refrigeration industry and enjoys passing our buying power and enhanced vendor support to our customers.

We freely extend the benefits of our relationships to to our clients through

- Volume based discounts
- Special deliveries
- Technical support and training
- Warranty or performance issues
- Access to similar installations
- Special access to new or emerging equipment

CIMCO handles all the major O.E.M. manufacturers. Our O.E.M. relationships ensure that we have the latest information and technical expertise available. In addition, we also offer only top-of-the-line brand name components and accessories.



Frick
INDUSTRIAL REFRIGERATION

GEA

Taco

**EMERSON
Copeland**

Phillips.
REFRIGERATION

MAYEKAWA
MFG.COM

Honeywell

SPORLAN
TV

ALFA LAVAL

ARMSTRONG

EVAPCO
For Life

VILTER

Parker

Carrier
turn to the experts

COLMAC
COIL
Manufacturing Inc.

Bizer

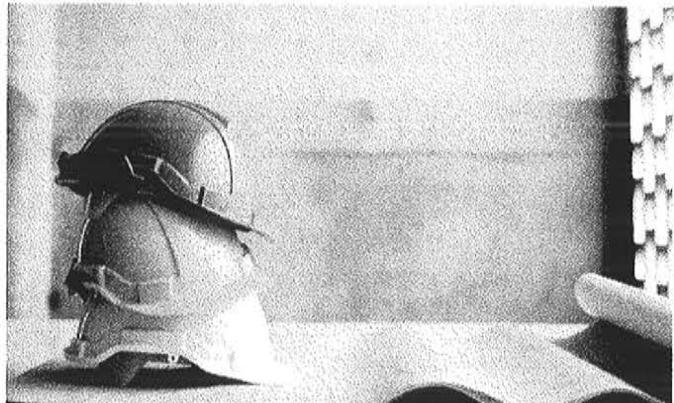
Howden

Danfoss

And many more...

Safety

Every Employee Returns Home Safe Every Night



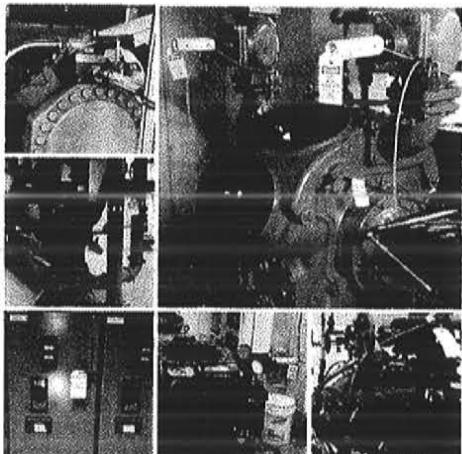
At CIMCO, safety is our top priority. We have an implemented pre-start safety review prior to starting any job, provide full safety committee, daily safety information bulletins sent to all employees, tail gate talks and regular safety review meetings. We also regularly perform snap inspection of our vehicles and job sites. This helps insure our technicians are working safely at all times. Our employees are provided with safety glasses, fall arrest equipment, ear protection, feet protection, high voltage electrical gloves, gloves, lockout tags and locks. We know how important it is to our employees and our customers that we provide our employees with proper safety training and equipment, as well as meeting the requirements to ensure the safety of everyone involved.

Safety Compliance & Initiatives

- Certified and audited Drug-Free Workplace
- Minimum OSHA 10 for all technicians
- NFPA 70E/Electrical Safe Work Practices for all technicians
- Hazard Communication Training over entire staff
- ISNetworld , PICS and Browz Certified

USA Safety Metrics 2020

.66 EMR RATING



Our employees are trained in:

- Fall arrest
- Lockout training
- First Aid
- Safe handling of refrigerants
- WHIMS
- Lift training
- Confined spaces
- Violence in the Workplace

THE CIMCO EDGE



CIMCO is in a unique selling position and cuts through competitors with its stronghold on the aforementioned factors

- Service and Maintenance
- Customer Support Agreements
- Large footprint in North America
- National Parts Center
- In-house Refrigeration Project Expertise



SERVICE AND MAINTENANCE

Trusted Locally, Nationwide

- Refrigeration contracting & design
- Turnkey contracting
- Scheduled inspection & Maintenance
- Process/refrigeration evaluation, recommendations, equipment selection
- Plant commissioning and start-up
- Complete Plant operations
- Screw overhaul and rebuild center
- Monthly Safety Inspections and Reports
- 24/7/365 Emergency Service
- 24 hour remote refrigeration monitoring (CAG)

CUSTOMER SUPPORT AGREEMENTS

A strong product support business is the cornerstone of the CIMCO. Customer Service Agreements are built on the principle of providing regular and required professional engineering, financial control and peace of mind to our customers.

Inspection CSA

Focused inspection to ensure components are operating at peak performance. Inspection are done at regular intervals with the appropriate recommendations.



PM CSA

CIMCO will develop a plan to consider OEM recommendations, on-going code requirements, routine analysis, energy reduction, and life cycle analysis.

All Inclusive CSA

CIMCO takes responsibility to develop, repair, and maintain the equipment to meet your goals of production, staffing, budget, safety and reliability.

Training

- Customized training programs
- Safety, Emergency Response, OSHA, Maintenance, etc.

Refrigeration System Operation

Includes providing chief operators, shift operators and maintenance personnel for Freon, CO₂, and Ammonia plants.

NATIONAL PARTS CENTER

In-House Excellence



CIMCO houses an inventory of 3+ Million of parts and over 25 dedicated purchasing staff to support our customer base. Our purchasing staff support our sales and field staff by sourcing required parts through known networks globally. This service allows our service crews to be more efficient on the job site so you are not paying mechanic wages while they are attempting to source a part for you.

Within the National Parts Center we have a dedicated packing and shipping area where parts are sent out through our network of carriers to get the part you need, when you need it.

- Strong buying power
- Competitive pricing
- Superior quality
- Supplier reliability & support
- Standardized products
- On-time, expedited delivery

IN-HOUSE PROJECT EXPERTISE

From conception to decommissioning, CIMCO has the in-house expertise and resources to handle all refrigeration project requirements including:



- Pre-planning
- Complete design and engineering
- Manufacturing
- Pre-fabrication Facility
- Project Management
- Equipment ordering, consolidating and staging
- Installation and start-up
- Post-construction service
- Dedicated technology

OUR PRESENCE

Largest Footprint in North America

At CIMCO, we understand that good service means being responsive. That requires local service technicians who can be on-site quickly and in position to fix the problem immediately. That is why we have established branch and service locations all across North America. Spread across **29** locations, each location carries a complete inventory of parts and accessories along with the specialized tools and equipment required to service your refrigeration equipment.



OUR PROJECTS

Yellowknife Community Arena, North Western Territories, Canada



About the Facility: The Yellowknife Council is on a mission to provide municipal infrastructure, programs, and services that are environmentally, socially, and fiscally responsible. The community arena includes one ice surface (85 by 185 feet) and five change rooms.

About the Project: CIMCO supplied turnkey system, foundation, building, electrical and a heat reclaim ammonia plant. An independent plant room was constructed outside the arena envelope that housed the patented ECO Chill system. Three PHE evaporators were installed in the arena, curling rink and lake. System heats were designed and installed into the arena, curling rink and swimming pool to remove the energy from the lake and heat the pool during the summer season.

Construction year: April 2020

Services: Installation, Engineering, Construction

Key features of the project: Heat Reclaim, Natural Refrigerant

Fort Nelson Recreation Center, British Columbia, Canada



About the Facility: The Northern Rockies Regional Municipality has a vision to maintain balance across the economic, social and environmental well being of the community and meeting the targets established within the Municipality's sustainability strategies. The center comprises of 2 ice arenas, a curling rink, rock climbing wall, squash court, walking track and fitness and meeting rooms.

About the Project: CIMCO re-designed a 200 ton low side float ammonia system with a 2200 lb. ammonia charge to a 280 lb. ammonia charge while maintaining 200 tons of capacity. Old equipment was replaced with PHE Condenser and Adiabatic fluid cooler, Glycol/ Brine exchangers, PHE evaporator, upgraded control system and reduced operation ammonia charge from 11 lbs./ton to 1.40 lbs./ ton

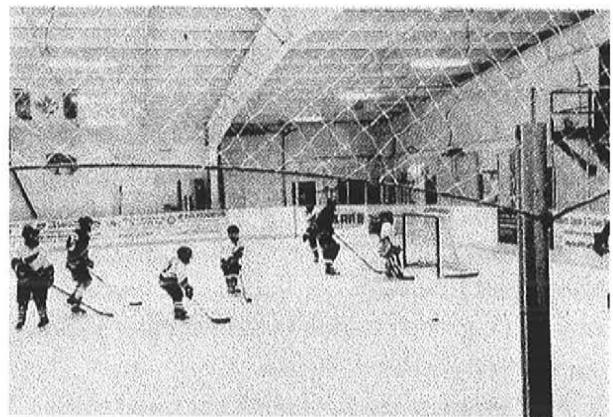
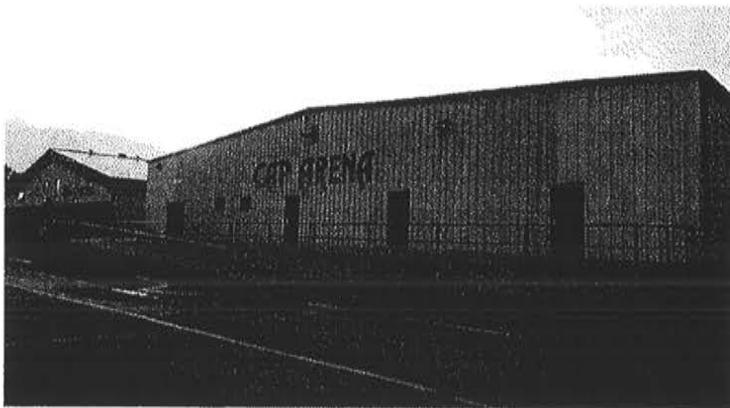
Construction year: April 2020

Services: Installation, Engineering, Construction

Key features of the project: Low charge ammonia, Heat reclaim

OUR PROJECTS

St. Paul CAP Arena, Alberta, Canada



About the Facility: St. Paul CAP Arena is used by hockey and figure skating groups. With a goal to create an active community that prides itself on its frequently utilized parks, recreational amenities, and walking trails the Town of St. Paul is focused on maintaining the quality of life of the residents by providing and maintaining a range of recreational facilities, parks and natural areas.

About the Project: CIMCO provided a full turn key, code compliant new Building with a built up refrigeration system. The spacious room allows for a safer work environment by reducing tight spaces and obstacles while performing daily maintenance checks or servicing. The new system included a screw compressor rated at 50TR, plate & frame chiller, cold floor pumps and glycol circulating pumps and a adiabatic fluid cooler. The installation used the CIMCO SMART HUB DDC Computer system complete with infrared camera for ice surface control.

Construction year: October 2019

Services: Installation, Engineering, Construction, Automation

Tags: Smart Hub controller, Natural Refrigerant

OUR PROJECTS

The Barbara Ann Scott Ice Trail, Ontario, Canada



About the Facility: The Barbara Ann Scott Ice Trail is the first of its kind in the world – the first transcritical carbon dioxide system for an outdoor ice trail. TransformTO, approved by the City Council in 2017 lays out long-term, low-carbon goals and strategies for the city to reduce local GHG emissions.

About the Project: CIMCO supplied and installed a CO₂ direct refrigeration system. The system's capacity is 50TR, enough to maintain the ice surface in all conditions, yet the piping and the CO₂ pumps are much smaller and more efficient than standard rink systems. The pipes in this system are 2" in diameter, while standard rinks are 6" or 8" across. A CO₂ detection system sends out an alert if it senses high levels of CO₂, and then automatically turns on an exhaust fan.

Construction year: December 2019

Services: Installation, Engineering, Automation

Key features of the project: Heat Reclaim, Natural Refrigerant

The Gord Brown Memorial Outdoor Arena, Ontario, Canada



About the Facility: The town has a vision to preserve and enhance the Town's unique "small town" heritage, preserve its historic and environmental character, and provide a high quality of life through a sustainable development pattern. The Arena was one of the projects funded by The Ontario Trillium Foundation (OTF) to build healthy and vibrant communities in Ontario. The outdoor rink is used by local residents and tourists.

About the Project: CIMCO upgraded the existing ammonia system to serve one (1) 85ft x 200ft outdoor and one (1) existing indoor artificial ice surface. The design was based on a balanced charge NH₃/Brine recirculation of 150 tons of refrigeration (TR) based on the efficient matching of pumps, panel, compressors, condenser and chiller ratings.

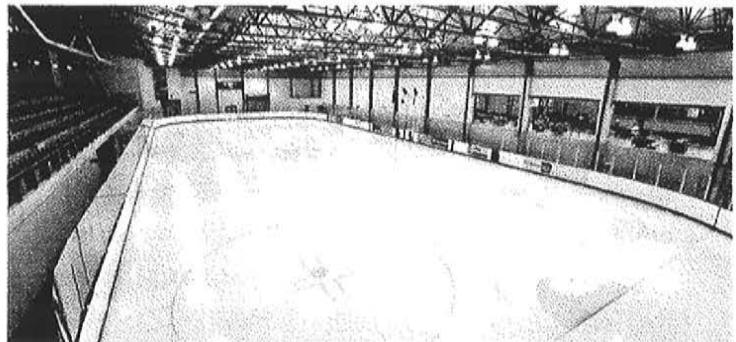
Construction year: March 2020

Services: Installation, Engineering

Key features of the project: Refrigerant replacement, Natural refrigerant

OUR PROJECTS

The City of Markham, Ontario, Canada



Facilities Under Project:

Angus Glen Community Centre | Centennial Community Centre | Crosby Community Centre | Milliken Mills Community Centre | Thornhill Community Centre | Clatworthy Arena | Mount Joy Arena. The city of Markham has ten multi-purpose ice pads. Out of these CIMCO was contracted to supply and install the Smart Hub controller in seven arena.

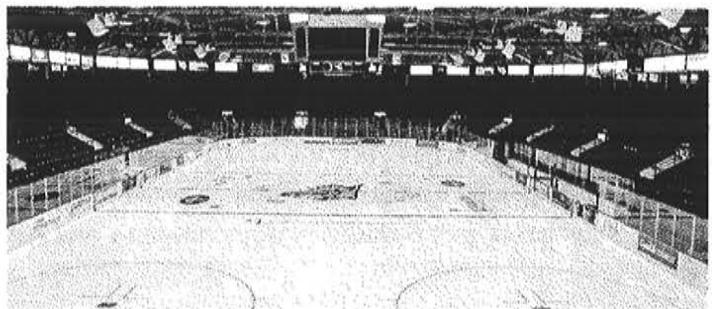
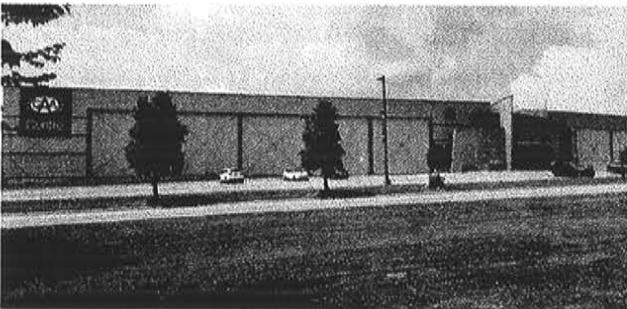
About the Project: CIMCO supplied and installed the CIMCO Smart Hub Controller with Floating Head Pressure Control at the above mentioned seven arenas. The Smart Hub controller is an intuitive intelligent technology that enabled these arenas to operate in an efficient, safe and reliable manner by analyzing operating data to optimize system efficiency, predict equipment maintenance, and improve refrigeration plant safety.

Construction year: January 2020

Services: Installation, Automation

Key Project features: Smart Connected Products

CAA Centre, Ontario



About the facility: The CAA Centre is an all-season sports and entertainment complex in the GTA. The Centre features 4 NHL size rinks, including a spectator bowl with a seating capacity of 5,000 and a full service 250 seat restaurant that overlooks the three community rinks.

About the Project: CIMCO supplied and installed two plate & frame chillers with one surge drum. The project consisted of removing the shell & tube chillers complete with associated ammonia brine and ammonia piping and was replaced by expansion tanks and new butterfly isolation valves around each pump at the local facility. The entire ammonia charge was safely removed into a recovery/transport vehicle.

Construction year: April 2020

Services: Installation, Engineering

Key features of the project: Chiller replacement, Natural refrigerant

OUR PROJECTS

Colosseum of Trois-Rivières, Quebec, Canada



About the Facility: The colosseum boasts an ice rink with seating for 4,390 and another with seating for 250+ to host recreational activities, 18 corporate suites, 2 universally accessible suites, and 2 VIP lounges, ability to configure the arena for shows, the very latest in scenographical equipment, office space for sports organizations, versatile rooms for various activities. The arena also focuses on eco responsibility and making the building as energy efficient as possible.

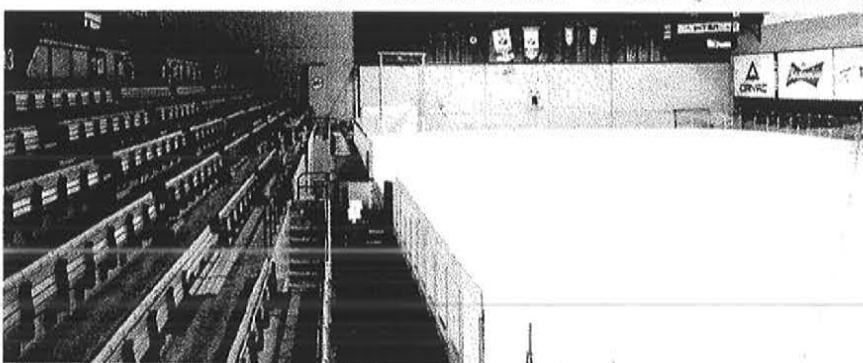
About the Project: CIMCO completed the 2 pad arena complex by supplying and installing the NH₃ EcoChill patented package with 225 TR capacity. A heat recovery plan is put in place to contribute to 30% energy saving of the arena. The ECO CHILL system incorporates state of the art industrial refrigeration equipment to provide maximum efficiency and a long life cycle for the facility.

Construction year: January 2020

Services: Installation, Engineering, Automation

Key features of the project: ECO Chill, Energy Efficiency, Heat Recovery, Natural Refrigerant

Universite Laval - PEPS (Pavillion de l'education)



About the facility: PEPS has two skating rinks open to the university community and the general public. The rinks are used for the practice of hockey and figure skating.

About the Project: CIMCO dismantled the existing R-22 system owing to the phase out and installed a new R-513A system with four screw compressors

Construction year: Feb 2020

Services: Installation, Engineering, Construction

Tags: R22 replacement, 513A

OUR PROJECTS

Miramichi Civic Center, New Brunswick, Canada



About the Facility: The City of Miramichi is on a mission to provide access to efficient, enjoyable and safe recreational and leisure opportunities. The Civic Arena provides a 190' x 85' ice surface, food concession and bar facilities. Operated as a winter hockey/skating facility, the Civic Centre also supports year round community special events.

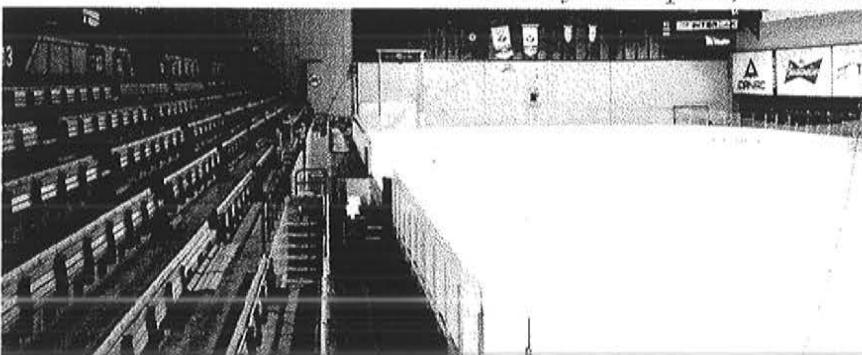
About the Project: CIMCO undertook the 2020 Capital Upgrades at the Miramichi Civic Center which included the removal and disposal of the existing ATC condenser and replacement with the new LSC 135 E Condenser, isolation and disposal of the current heat recovery tanks (Thermastor), supply and installation of 2 new Thermastor tanks, re-gasket for the plate and frame chiller and a new condenser water tank.

Construction year: March 2020

Services: Installation, Engineering, Automation

Key features of the project: Capital Upgrade, Energy Efficiency, Heat Recovery

St Mary's Recplex, Nova Scotia



About the facility: The St. Mary's Recplex is a modern, multi-use recreation facility. It houses an ice rink in the winter months, a concrete surface floor in the summer and a year round walking track.

About the Project: CIMCO replaced the existing brine chiller with a new plate & frame chiller. The project also included adding a new charge of Ammonia, test, commission and getting the arena ice plant started up.

Construction year: November 2019

Services: Installation, Engineering, Construction

Tags: Chiller replacement, Natural Refrigerant

OUR PROJECTS

The McKendree MetroRecPlex , Illinois, USA



About the Facility: The McKendree MetroRecPlex is the home to two NHL-sized hockey rinks with sizable viewing areas and with the capacity to seat atleast 2000 spectators. One of the rinks serves multiple purposes such as for concerts and special events throughout the year.

About the Project: CIMCO undertook the supply, construction and installation of the Thermal Energy Plant with the patented ECO CHILL technology for the twin ice sheets. A heat reclaim plan was installed with the Eco Dry Dehumidification with AC/Heating coils for the twin pools and gym. The ECO Dry Dehumidification uses waste heat water for heating, cooling, dehumidification and code air makeup. The CIMCO BMS system was installed to utilize priority waste heat delivery of energy for building requirements.

Services: Installation, Engineering, Automation

Key features of the project: Energy Efficiency, Heat Recovery, ECO CHILL

T Mobile Arena, MGM Grand, Las Vegas



About the facility: The T-Mobile Arena is a multi-purpose venue available to host the NBA and NHL teams, concerts and other major events. With a rink surface of 17000 sq. ft. and all year operations, the venue hosts 100-150 events annually. The venue is designed for the US Green building Council LEED Gold Certification.

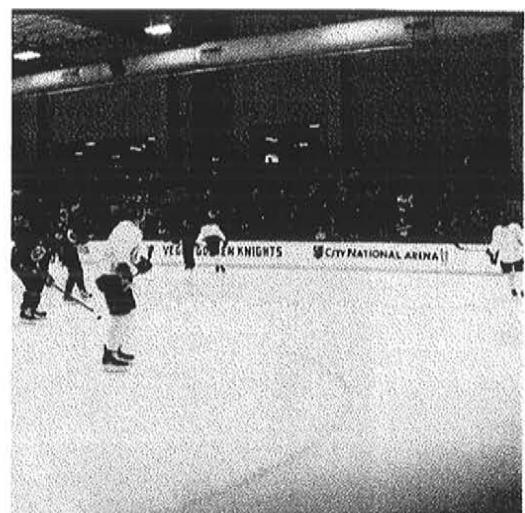
About the Project: CIMCO installed the NH₃/Glycol System using Reciprocating Compressors, Steel Pipe Floor, Smart Hub Controller providing the arena with the best in class ice surface. The Smart Hub controller provides more control over improved ice quality, easier maintenance and safety and improved efficiency and cost saving.

Services: Installation, Engineering, Construction

Tags: Chiller replacement, Natural Refrigerant

OUR PROJECTS

City National Arena, Las Vegas, USA



About the Facility: City National Arena features two NHL-sized ice sheets for team and public use. The facility provides the Vegas Golden Knights front office with a home base and the regions adult, youth hockey and figure skating with a regional hub. With a seating capacity of 300+ and two ice pads the venue operates throughout the year.

About the Project: CIMCO installed the Thermal Energy plant with its patented Eco Chill technology for the NHL Practice Rink and Community Rink. Heat reclaim was attained through the Eco Dry Dehumidification with AC/Heating Coils for the 35,000 sqft NHL office complex which provides heating and cooling needs of the building. The CIMCO BMS integrated system installed provides priority waste heat delivery through the building.

Services: Installation, Engineering, Automation

Key features of the project: Energy Efficiency, Heat Recovery, ECO CHILL

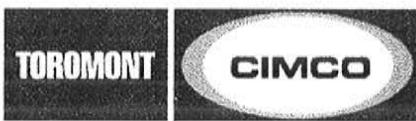


HELPING YOU KEEP YOUR COOL FOR OVER 100 YEARS

Recognizing that newly available refrigeration equipment could provide households with a better alternative to natural ice, Tom Shipley founded The Canadian Ice Machine Company in 1913 and began servicing the refrigeration needs of Canadians.

Since then, the technology has improved, the name has been shortened, but our core principles remain the same: reliable, cost-effective solutions and unbeatable customer service. It's these principles that have driven our success and made us the first choice of world-class organizations across Canada and the United States, including the NHL.

Today, we continue to develop industry-leading technology and deliver outstanding service to provide the most efficient and reliable heating and cooling systems available.





CIMCO Refrigeration
61 Villarboit Cres. Unit 1
Concord, Ontario L4K 4R2

Tel: (416) 465-7581

Fax: (905) 761-9794

St. John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

S.G. NESBITT MEMORIAL ARENA

55 PARKSIDE STREET
MINDEN, ONTARIO
K0M 2K0

PROJECT OWNER: TOWNSHIP OF MINDEN HILLS
REPRESENATIVE: MARK COLEMAN

REPRESENATIVE CONTACT: 705-286-1936

TOTAL PROJECT VALUE: \$13,000,000

CONTRACT COMPLETION DATE: MARCH 2020

DESCRIPTION OF WORK:

Existing facility had reached a critical life cycle point and required major changes including having accessibility compliance with AODA in 2025. This new facility located in the Township of Minden Hills and will soon be open to the public complete with activity space, walking track, fitness area and an NHL sized rink.

CIMCO implemented one of our latest technology called the "SMART Charge". It makes life easier for arena operators by providing data at their fingertips, enabling them to monitor and manage arena conditions on demand. And in terms of safety, the self-contained refrigerant provides the lowest charge available in the industry. Smart Charge is a smart choice for any new build or retrofit.





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61 Villarboit Cres. Unit 1
Concord, Ontario L4K 4R2

Tel: (416) 465-7581

Fax: (905) 761-9794

St. John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

MERDIAN CENTRE

1 ICE DOG WAY
ST. CATHARINES, ONTARIO
L2R 0B3

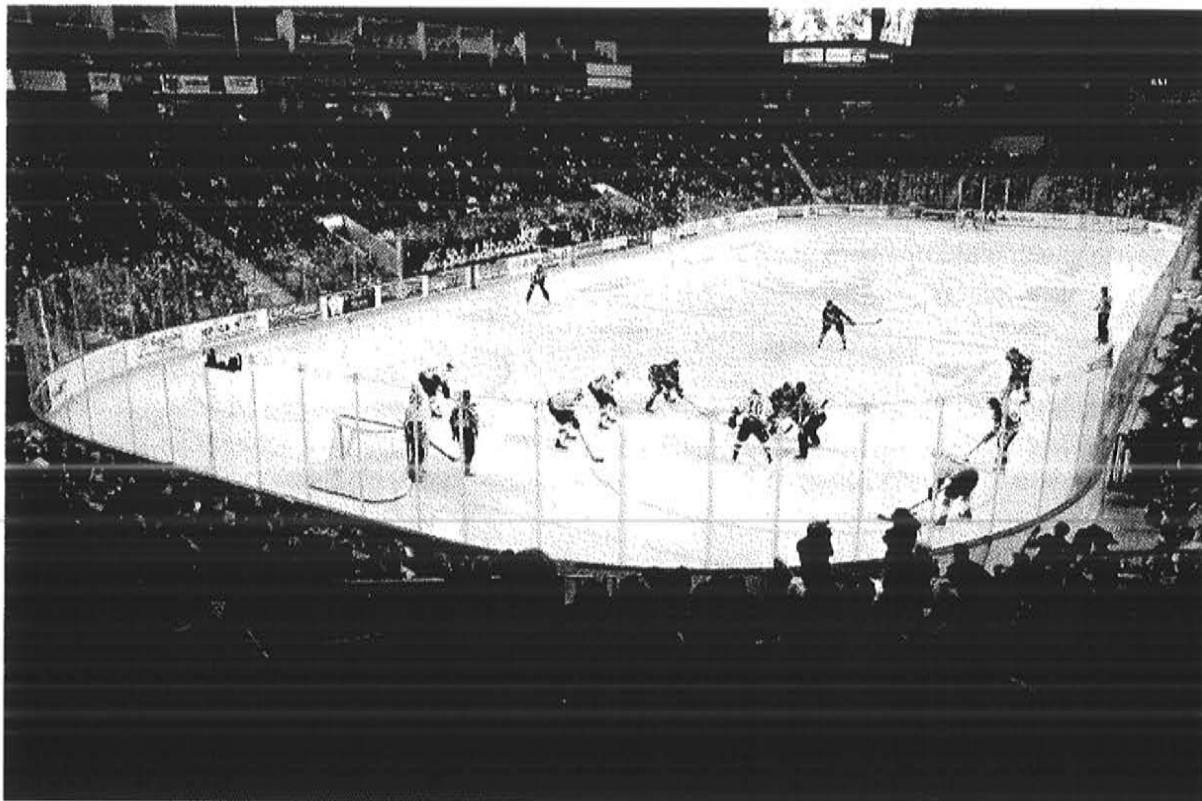
PROJECT OWNER: CITY OF ST. CATHARINES
REPRESENATIVE: RICK LANE
REPRESENATIVE CONTACT: 905-688-4889
TOTAL PROJECT VALUE: \$50,000,000
CONTRACT COMPLETION DATE: MARCH 2014

DESCRIPTION OF WORK:

CIMCO Refrigeration provided the City of St. Catharines a complete refrigeration system including the design, manufacturing, installation, start-up, commissioning and the ongoing service and maintenance.

Supplied was 150 tons of refrigeration on skid package that contained screw compressors, plate & frame chiller, plate & frame condenser, plate & frame glycol to water heat exchanger, underfloor heating, desuperheater, snow melt pit heating and refrigeration DDC controls.

Rink slab was designed like an NHL facility with piping on 3.5" centres complete with underfloor heating.





CIMCO Refrigeration Tel: (416) 465-7581
61 Villarboit Cres. Unit 1 Fax: (905) 761-9794
Concord, Ontario L4K 4R2

St. John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

SHERWOOD COMMUNITY CENTRE

6355 MAIN STREET W
MILTON, ONTARIO
L9T 2Y1

PROJECT OWNER: TOWN OF MILTON
REPRESENATIVE: TOM BAYNTON
REPRESENATIVE CONTACT: 905-878-7252
TOTAL PROJECT VALUE: \$50,000,000
CONTRACT COMPLETION DATE: JUNE 2019

DESCRIPTION OF WORK:

CIMCO Refrigeration provided the Town of Milton a complete refrigeration system including the design, manufacturing, installation, start-up, commissioning and the ongoing service and maintenance.

Supplied was 150 tons of refrigeration on skid package that contained screw compressors, plate & frame chiller, plate & frame condenser, plate & frame glycol to water heat exchanger, underfloor heating, waste heat recovery along with a refrigeration DDC controls.

Both rink slabs was designed to NHL dimensions of 85' x 200' complete with underfloor heating.





CIMCO Refrigeration
61 Villarboit Cres. Unit 1
Concord, Ontario L4K 4R2

Tel: (416) 465-7581

Fax: (905) 761-9794

St. John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

RIVERDALE PARK

550 BROADVIEW AVE
TORONTO, ONTARIO
M4K 2P1

PROJECT OWNER: CITY OF TORONTO

REPRESENTATIVE: PETER KLAMBAUER

REPRESENTATIVE CONTACT: PETER.KLAMBAUER@TORONOT.CA

TOTAL PROJECT VALUE: \$900,000

CONTRACT COMPLETION DATE: NOVEMBER 2016

DESCRIPTION OF WORK:

The Riverdale Park East improvements address the need for more inclusive public recreation spaces and reflect a lot of exciting change happening in Toronto. Skating trails in particular are a fairly new park feature, and have become increasingly popular in the city because they allow newcomers, youth, and the elderly in our communities to engage in a quintessential Canadian pastime of ice skating without the stress and danger of co-mingling with athletes on the same ice (rink) surface. Designed well, a skating trail can be an easily accessible, calming, and meditative experience. The new ice rink and skating trail at Riverdale Park East also acts as a flexible, multi-seasonal space, and can be used for rollerblading, skateboarding, and other activities in the summer.

Riverdale Park offers both the need for hockey players and those who would prefer to leisurely skate by providing a dedicated hockey pad and a dedicated skating trail.





CIMCO Refrigeration
61 Villarboit Cres. Unit 1
Concord, Ontario L4K 4R2

Tel: (416) 465-7581
Fax: (905) 761-9794

St. John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

CAVAN MONAGHAN COMMUNITY CENTRE – ICE RINK

986 COUNTY ROAD 10
MILLBROOK, ONTARIO
L0A 1G0

PROJECT OWNER: TOWNSHIP OF CAVAN MONAGHAN

REPRESENATIVE: CHRIS ALLISON

REPRESENATIVE CONTACT: CALLISON@CAVANMONOGHAN.NET

TOTAL PROJECT VALUE: \$17,400,000

CONTRACT COMPLETION DATE: SEPTEMBER 2019

DESCRIPTION OF WORK:

Located at 986 County Road 10 Millbrook, Ontario. The new Cavan Monaghan Community Centre consists of NHL size ice pad, community hall, with seating for 150 people, meeting room and a studio/fitness area, and walking track around above the ice surface. The facility is completely accessible. The entire facility is automated with access to the internet and equipped with AV equipment throughout the community hall and meeting room.

The refrigeration system designed to have total heat recovery from the ice plant and utilized in radiant flooring in the spectator areas and change rooms. Heat was also used for snow melting and preheating domestic water.





Envelope #2
TENDER FOR:

NCC Twin Pad Expansion

The Corporation of the City of Sault Ste. Marie
The lobby of the Ronald A Irwin. Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

SUPPLEMENTAL TENDER SUBMISSION

Closing Date:
Tuesday, April 6, 2021
@ 14:00:00 p.m.

| |
|--------------------------|
| RECEIVED |
| CITY CLERK |
| APR 06 2021 |
| NO.: 1-52-06 |
| DIST: <i>[Signature]</i> |

June 01, 2021

EPOH Project No. 19059

EllisDon Corporation
2045 Oxford Street East
London, Ontario
N6A 4M6

Attention: Frank Bruni
Via Email: fbruni@ellisdon.com

RE: NCC Twin Pan Expansion
556 Goulias Avenue
Sault Ste. Marie, Ontario
for the
Corporation of the City of Sault Ste. Marie

Letter of Intent

Dear Sir:

We thank you for your tender submission on the above-noted project. After having reviewed the submissions, we are pleased to announce that your tender was reviewed and has been approved by the Corporation of the City of Sault Ste. Marie, Ontario.

The following is a summary of the portions of your tender which the Owner wishes to accept.

| | |
|--------------------------------------------------------|-------------------------|
| Your original bid submission | \$ 27,900,000.00 |
| (plus the following additional prices as listed below) | |
| a) Separate Price 01 (Walking Track) | \$ 1,270,000.00 |
| b) Separate Price 02 (Bowl Windows) | \$ 149,000.00 |
| Subtotal | \$ 29,319,000.00 |
| HST | \$ 3,811,470.00 |
| Total Contract Value | \$ 33,130,470.00 |

This is your authorization to proceed with the project immediately.

This "Letter of Intent" formally initiates the Contract in accordance with the requirements of the Contract Documents. The official contracts are being prepared and will be circulated shortly for signature.

Please obtain and provide to our office the required documentation for the project including, but not limited to, the following:

- Workers' Compensation Clearance Certificate (WSIB)
- Bonding Certificates – Performance Bond and Labour & Materials Bonds
- Insurance Certificates – listing the Owners and their Consultants as additional insured
- Copy of Notice of Project to the Ontario Ministry of Labour
- Construction Schedule
- Detailed Schedule of Values, to be reviewed and used for progress payment purposes

Sault Ste. Marie
705.949.5291
421 Bay St. Suite 507
Sault Ste. Marie, ON, P6A 1X3

info@integrateddesign.ca
www.integrateddesign.ca

Ottawa
613.695.3764
76 Chamberlain Ave.
Ottawa, ON, K1S 1V9

As per your Tender, you have stated the Contract will be Substantially Completed **77 weeks** from Contract Award; therefore, substantial completion date for the contract will be on or before the calendar date of: **22nd of November 2022**.

Should have any questions, please do not hesitate to contact our office.

Yours truly,

IDEA inc. Integrated Design Engineers + Architects



Kenneth Oliver, A.Sc.T., Technologist OAAAS.
Principal IDEA Inc.

| cc: | Name | Organization | via |
|-----|----------------|--------------|-------------------------|
| | Tom Vair, | City-SSM | t.vair@cityssm.on.ca |
| | Brent Lamming. | City-SSM | b.lamming@cityssm.on.ca |

THE CORPORATION OF THE CITY OF SAULT STE.MARIE
BY-LAW 2021-143

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 235 to the Official Plan for the City of Sault Ste. Marie (Fausto DiTommaso, 145 Old Garden River Road).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 235 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**AMENDMENT NO. 235
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule C of the Official Plan as well as a notwithstanding clause to the Institutional Policies of the Plan.

LOCATION

PT SEC 32 Tarentorus as in T422924; Sault Ste. Marie PIN 31514-0012 having Civic Number, 145 Old Garden River Road, located at the southeast corner of the intersection of Old Garden River Road and Second Line East.

BASIS

These Amendments are necessary in view of a request to locate a 20-bed withdrawal management facility and warehousing, wholesaling and distribution centre upon the subject property. The existing Industrial Land Use Designation does not permit a withdrawal management facility and the proposed Institutional Land Use Designation does not permit a warehousing, wholesaling and distribution centre.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by redesignating the subject property from Industrial to Institutional on Land Use Schedule C and adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

155. Notwithstanding the Institutional Policies of the Official Plan, the property described as, PT SEC 32 Tarentorus as in T422924; Sault Ste. Marie PIN 31514-0012 having Civic Number, 145 Old Garden River Road, located at the southeast corner of the intersection may be utilized for a ‘wholesaling, warehousing and distribution centre, with no outdoor storage.

INTERPRETATION

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-144

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 145 Old Garden River Road (Fausto DiTommaso o/a DiTommaso Investments 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. 145 OLD GARDEN RIVER ROAD; LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF SECOND LINE EAST AND OLD GARDEN RIVER ROAD; CHANGE FROM M1 TO I.S WITH A “SPECIAL EXCEPTION”

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 71/1-76 of Schedule “A” to By-law 2005-150, is changed from M1 (Light Industrial) zone to I.S (Institutional) zone with a “Special Exception”.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(414) and heading as follows:

“2(414) 145 Old Garden River Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southeast corner of the intersection of Second Line East and Old Garden River Road and having civic no. 145 Old Garden River Road and outlined and marked “Subject Property” on the map attached as Schedule 414 hereto is changed from M1 (Light Industrial) zone to I.S (Institutional) zone with a “Special Exception” to, in addition to those uses permitted in an I zone:

1. Permit a warehousing, wholesaling and distribution centre, to a maximum of 10,765sq.ft., with no outdoor storage.”

2. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 235.

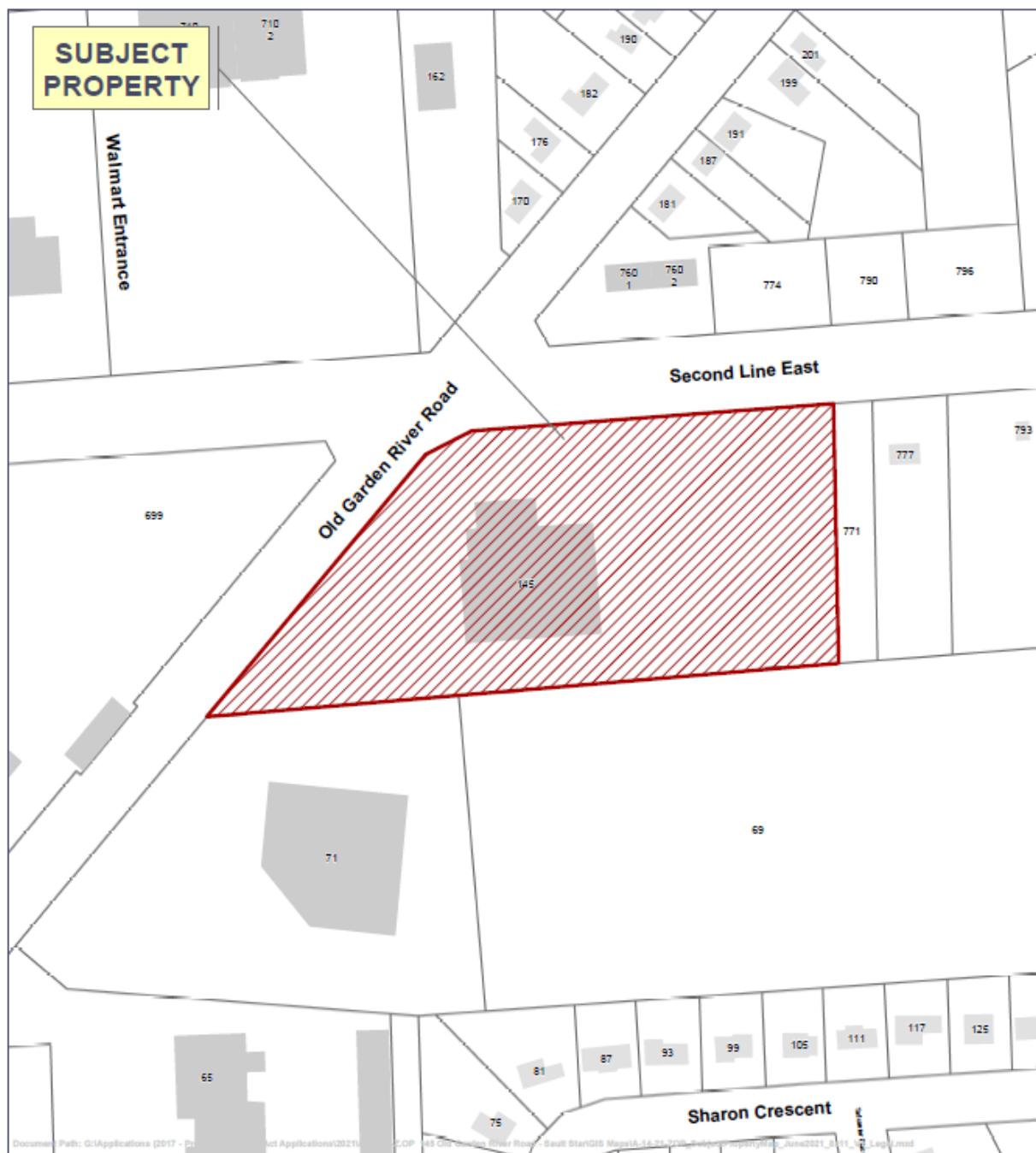
PASSED in Open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

t:\\\\citydata\\\\LegalDept\\\\Legal\\\\Staff\\\\LEGAL\\\\ZONING\\\\2021\\\\Old Garden River Road, 145\\\\2021-144 (Z) 145 Old Garden River Road.docx

SCHEDULE "A" TO BY-LAW 2021-144 AND
SCHEDULE 414 TO BY-LAW 2005-151



Document Path: G:\Applications\2017 - [1] Sault Ste. Marie\2017\2021\2021 Land Applications\2021\

COP: 145 Old Garden River Road - Draft StarGIS Map14-14-21-ZOP_Schedule414_ScheduleA_June2021_0111.dwg_Leg.Lnd

This map is for general reference only.
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

| Application Map Series | Legal Department Reference | Legend |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment | Schedule "A" |  SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@citysm.on.ca |
| Property Information Civic Address: 145 Old Garden River Rd Roll No.: 030080077000000 Map No.: 71/1-76 Application No.: A-14-21-ZOP Date Created: June 9, 2021 | <input checked="" type="checkbox"/> Subject Property: 145 Old Garden River Rd <input type="checkbox"/> Parcel Fabric |  |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-145

DEVELOPMENT CONTROL: A by-law to designate the lands located at 145 Old Garden River Road an area of site plan control (Fausto DiTommaso).

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

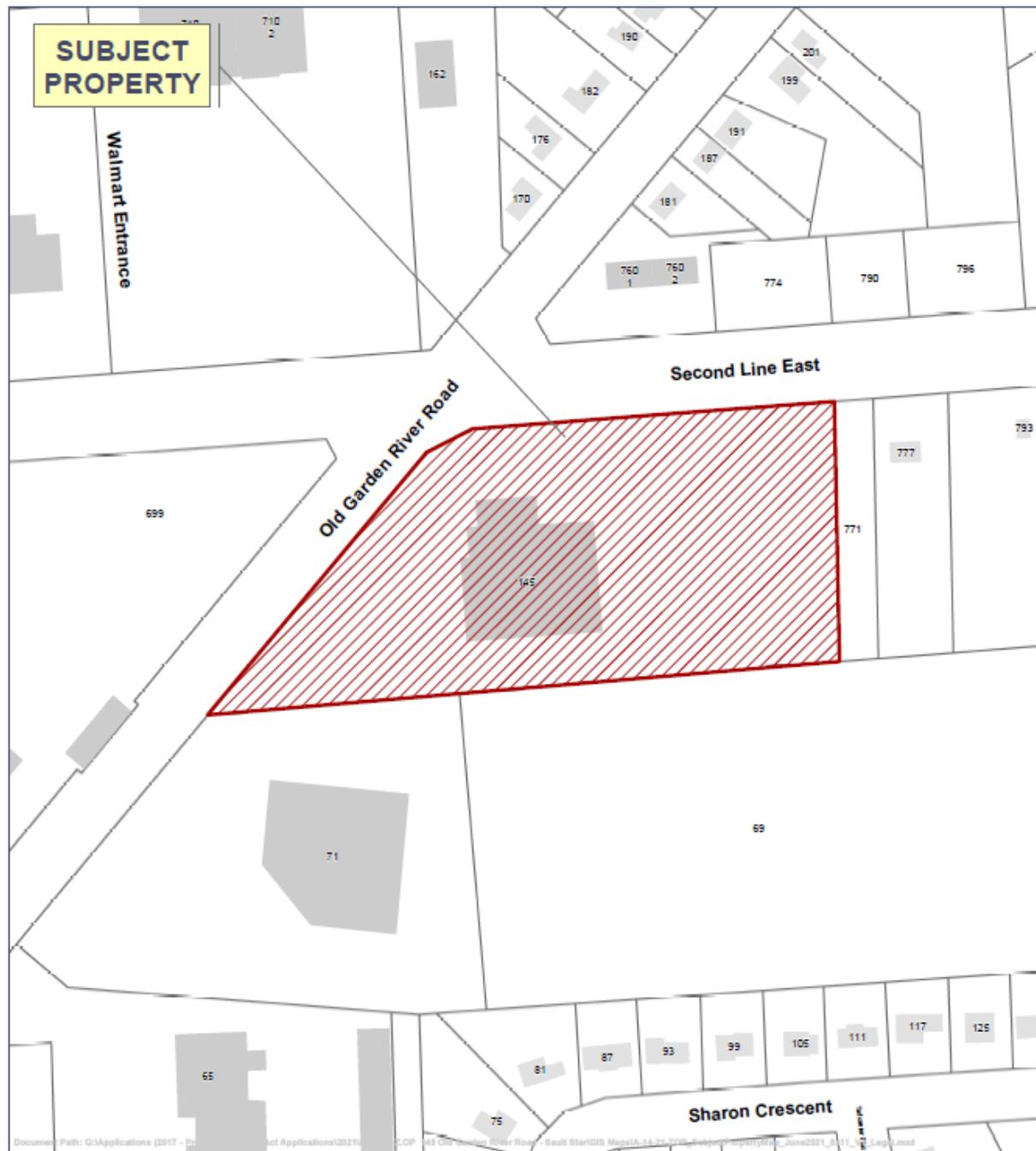
This by-law takes effect from the date of its final passing.

PASSED in open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2021-145



| Application Map Series | Legal Department Reference | Planning and Enterprise Services |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment | Schedule "A" | SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca <small>This map is for general reference only. Orthophoto: None Projection Details: NAD 1983 UTM Zone 15N GCS North American 1983</small> |
| Property Information Civic Address: 145 Old Garden River Rd Roll No.: 030080077000000 Map No.: 71/1-76 Application No.: A-14-21-ZOP Date Created: June 9, 2021 | Legend Subject Property: 145 Old Garden River Rd Parcel Fabric | |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2021-146

SHOPPING CARTS: A by-law to prevent and control the abandonment of shopping carts on City Property, Highways or any land within the City of Sault Ste. Marie outside of an Owner's Premises and to authorize the disposal by the City of abandoned Shopping Carts.

WHEREAS Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act*") provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 and 10 of the *Municipal Act* provides that the Corporation of the City of Sault Ste. Marie (the "City") has the capacity, rights, powers and privileges of a natural person, and may pass by-laws for prohibiting or regulating, for purposes considered necessary or desirable including the use and protection of public assets, social and environmental purposes, the delivery of services, and for the health, safety and well-being of persons under the authority of the *Municipal Act*;

AND WHEREAS subsection 127(c) of the *Municipal Act* authorizes municipalities to prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land;

AND WHEREAS section 128 of the *Municipal Act* authorizes municipalities to prohibit and regulate public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS the Council of the City has determined that shopping carts which are deposited, disposed of or abandoned within the City of Sault Ste. Marie, including but not limited to land owned or occupied by the City of Sault Ste. Marie, constitute a public nuisance in that they may be a traffic hazard, impeded sidewalks and street maintenance and may be a risk to public safety or become unsightly;

AND WHEREAS Section 63 of the *Municipal Act* gives the Council of the City authority to prohibit the abandonment or disposal of an object on or near a highway;

AND WHEREAS Section 391 of the *Municipal Act* grants authority to the Council of the City to impose fees or charges on persons for services or activities provided by the municipality;

AND WHEREAS Section 446 of the *Municipal Act* provides that if a municipality has authority by by-law or otherwise to direct or require that a matter or thing be done, the municipality may, in the same or another by-law direct that in default of it being done by the person directed or required to do it, such matter or thing shall be done at the person's expense,

NOW THEREFORE, the Council of The Corporation of the City of Sault Ste. Marie enacts as follows:

PART 1 – SHORT TITLE

1. This By-law shall be known as the “Shopping Cart By-law”.

PART 2 – DEFINITIONS

2. For the purposes of this By-law:

- (a) “abandon” means to place, leave, park, stand or deposit a Shopping Cart, unattended, on any City Property, Highway, Private Property or other land within the City of Sault Ste. Marie that is outside of a Business Owner’s Premises;
- (b) “Business Owner” shall mean a Person who owns or operates a business that provides shopping carts in connection with the said business;
- (c) “Chief Building Official” means the Chief Building Official appointed under Section 3 of the *Building Code Act, 1992*, c.23 or his/her designates;
- (d) “City” shall mean the City of Sault Ste. Marie, Province of Ontario;
- (e) “City Property” shall mean any lands, buildings or structures owned, leased or occupied by the City;
- (f) “Director” means the Director of Public Works and Engineering Services or his/her designates;
- (g) “Highway” means a common and public highway, street, road, avenue, parkway, lane, driveway, boulevard, sidewalk, square, place, bridge, aqueduct, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles or persons and includes the area between the lateral property lines of any highway or road allowance including any curbs, gutters, culverts and retaining walls;
- (h) “Person” shall include an individual, partnership or corporation;
- (i) “Premises” means the entire area owned or used by a Business Owner, including the parking area provided in relation to such business;
- (j) “Private Property” shall mean the land, other than City Property around or appurtenant to the whole or any part of the exterior of a residential or non-residential property and used or capable of being used in connection with the property, and includes vacant property;

- (k) "Shopping Cart" shall mean any device made available by a Business Owner to the customers of that business for the conveyance of goods purchased from the business while on the Business Owner's Premises or the associated parking area; and
- (l) "Shopping Cart Management System" shall mean any physical structure or device, signage, service or other demonstrable measure taken to prevent the unauthorized removal of shopping carts from a Business Owner's Premises during business hours and ensures that Shopping Carts are secured from public access after close of business daily.

PART 3 – APPLICATION

- 3. This By-law applies to all City Property, Highway, Private Property and any other land within the City.

PART 4 – SHOPPING CART MANAGEMENT SYSTEM

- 4. Every Business Owner shall develop and put into place an approved Shopping Cart Management System for each Business Owner's Premises that is to the satisfaction of the City's Director in accordance with Section 5 and 6 of this By-law.
- 5. Every Business Owner shall develop and file with the City's Director the full particulars of a proposed Shopping Cart Management System for each Business Owner's Premises, which shall include the following:
 - (a) the Business Owner's name, street address, telephone number, facsimile number and email address;
 - (b) the name, phone number and email address of a contact person for the Business Owner for the purposes of all matters set out in this By-law;
 - (c) full particulars and details of the Shopping Cart Management System for the Business Owner's Premises;
 - (d) full particulars including timelines of how the Business Owner shall retrieve and return any abandoned Shopping Carts outside of the Business Owner's Premises if the Business Owner becomes aware of same or in the event of notice of same by the City;
 - (e) general description of the Business Owner's Shopping Carts including easily identifiable features (ie. colour, Business Owner's name); and
 - (f) any other information as may be requested by the Director.
- 6. Upon receipt of the proposed Shopping Cart Management System as set out in Section 5 above, the Director shall review and provide written notice of approval or rejection of the proposed Shopping Cart Management System to the Business Owner.
- 7. If rejected by the Director pursuant to Section 5 herein, the Business Owner shall make any necessary amendments to the proposed Shopping Cart Management System and refile same with the Director for consideration until such time as the

Business Owner develops an approved Shopping Cart Management System that is to the satisfaction of the City's Director.

8. In the event that a Business Owner desires to amend an approved Shopping Cart Management System, the Business Owner shall file a letter setting out full particulars of any proposed amendments to the Director in advance and seek approval of same. The Director shall promptly review and provide written notice of approval or rejection of any such amendments to the Shopping Cart Management System of the Owner.
9. In the event that the Director subsequently determines that an approved Shopping Cart Management System is no longer satisfactory, the Director shall give notice to the Business Owner who shall forthwith submit a new Shopping Cart Management System to the Director in accordance with Section 5 of this By-law for review by the Director.
10. The Director's decision in Section 7, 8 and 9 of this By-law is final.
11. Every Business Owner shall fully adhere to and comply with their approved Shopping Cart Management System.
12. The Business Owner's name shall be affixed, permanently and easily visible on each Shopping Cart.

PART 5 - PROHIBITIONS

13. No Business Owner shall allow or otherwise permit a Shopping Cart owned or used by the Business Owner's business to be removed from the Business Owner's Premises.
14. No Business Owner shall allow or otherwise permit a Shopping Cart owned or used by the business to be abandoned, placed, left, deposited or stopped on any City Property, Highway or any land within the City of Sault Ste. Marie that is outside of the Business Owner's Premises.
15. No Person shall remove a Shopping Cart from the Business Owner's Premises that owns or uses the Shopping Cart.
16. No Person shall place, leave, deposit or stop, or permit to be placed, left, deposited or stopped, a Shopping Cart on or near a Highway, on City Property, on Private Property or on any land within the City of Sault Ste. Marie that is outside of the Business Owner's Premises.
17. Sections 13 to 16 inclusive of this By-law do not apply to a Shopping Cart that is:
 - (a) being transferred back to the Business Owner's Premises by a Business Owner;
 - (b) being disposed of by a Business Owner in a manner that does not infringe on any requirements set out in this By-law; or

- (c) being collected, removed and disposed of by the Director, Chief Building Official or an authorized agent of the City pursuant to the terms and conditions set out in this By-law.

PART 6 – ENFORCEMENT

A. *Shopping Cart on City Property*

18. Upon discovery of a Shopping Cart on City Property or a Highway:
 - (a) the Director, Chief Building Official, or an authorized agent of the City may collect, remove and dispose of the Shopping Cart, or
 - (b) the Chief Building Official may provide written notice to the Business Owner of the abandoned Shopping Cart as identified by the name on the Shopping Cart of the breach of a condition of this By-law and require that the Business Owner collect the abandoned Shopping Cart by a date and time specified by the City in the written notice and comply with the By-law.

The reasonable time for compliance shall be determined by the Chief Building Official or the Director.

19. In the event that the Chief Building Official provides written notice to the Business Owner as set out in Section 18(b) of this By-law, and the time set out in the notice has passed, the Chief Building Official may, pursuant to Section 436(1) and (2) of the *Municipal Act, as amended*, inspect the City Property and/or Highway for the purpose of determining if the Business Owner has complied with the written notice set out in Section 18(b) of this By-law.
20. If after an inspection under Section 19 of this By-law, the Chief Building Official determines that the Business Owner has failed to comply with the written notice set out in Section 18(b) of this By-law:
 - (a) the Chief Building Official or an authorized agent of the City may collect, remove and dispose of the Shopping Cart at the expense of the Business Owner; and
 - (b) the cost of such work referred to in Section 20(a) herein and any associated administrative fees shall be then due and payable by the Business Owner to the City, added to the tax roll and collected and recovered by the City in the same manner as municipal taxes pursuant to Section 398 of the *Municipal Act, as amended* or any other applicable authority.
21. In the event that the Director, the Chief Building Official, or an authorized agent of the City collects, removes and/or disposes of a Shopping Cart pursuant to Section 18(a) of this Bylaw, the cost of such work and any associated administrative fees shall be then due and payable by the Business Owner to the City, added to the tax roll and collected and recovered by the City in the same manner as municipal taxes pursuant to Section 398 of the *Municipal Act, as amended* or any other applicable authority.

B. Shopping Cart on Private Property or Any Other Land in the City

22. The Chief Building Official or an authorized agent of the City may pursuant to Section 436(1) and (2) of the *Municipal Act, as amended*, enter onto Private Property or any other land within the City, to inspect same for the purpose of determining compliance with this By-law.
23. Upon discovery of a Shopping Cart on Private Property or any other land within the City that is not a Highway or City Property, the Chief Building Official may provide written notice to the Business Owner of the abandoned Shopping Cart as identified by the name on the Shopping Cart of the breach of a condition of this By-law and require that the Business Owner collect the abandoned Shopping Cart by a date and time specified in the written notice and comply with the By-law. The reasonable time for compliance shall be determined by the Chief Building Official.
24. In the event that the Chief Building Official provides written notice to the Business Owner as set out in Section 23 of this By-law, and the time set out in the notice has passed, the Chief Building Official may in accordance with Section 436(1) and (2) of the *Municipal Act, as amended*, enter into the Private Property or any other land within the City to inspect the Private Property or any other land within the City for the purpose of determining if the Business Owner has complied with the written notice set out in Section 23 of this By-law.
25. If after an inspection under Section 24 of this By-law, the Chief Building Official determines that the Business Owner has failed to comply with the written notice set out in Section 23 of this By-law:
 - (a) the Chief Building Official or an authorized agent of the City may collect, remove and dispose of the Shopping Cart at the expense of the Business Owner; and
 - (b) the cost of such work and any associated administrative fees shall be then due and payable by the Business Owner to the City, added to the tax roll and be collected and recovered by the City in the same manner as municipal taxes pursuant to Section 398 of the *Municipal Act, as amended* or any other applicable authority.

C. General Enforcement Provisions

26. In the event that the Chief Building Official or Director cannot determine the Business Owner of the Shopping Cart from a visual inspection of the Shopping Cart or the Business Owner cannot reasonably be located, the Director, Chief Building Official, or an authorized agent of the City may forthwith sell, recycle or otherwise dispose of the abandoned Shopping Cart.
27. For the purposes of Part 6 – Enforcement of this By-law, the written notice required to be sent by the City shall be deemed to have been provided to the Business Owner upon sending such written notice to the contact person of the Business Owner provided as per Section 5(b) of this By-law by facsimile transmission, regular letter

mail or email or by leaving a copy of the written notice at the Business Owner's Premises.

28. Without limiting the enforcement provisions set out in Sections 18-25 inclusive herein and in conjunction with achieving compliance with this By-law, prosecution may proceed against a Business Owner and/or a Person for a breach of the terms of this By-law.

PART 7 – OFFENCES AND PENALTIES

29. This By-law may be enforced by a police officer or a municipal by-law enforcement officer, who shall also have inspection powers as described in Section 436 of the *Municipal Act, 2001, as amended*.
30. Any person who contravenes a provision of this By-law is guilty of an offence and shall upon conviction be liable to a penalty of not more than \$5,000.00 for each offence, exclusive of costs. Each day that such offence is committed, or permitted to continue, shall constitute a separate offence and may be punishable as such. Such fines shall be recoverable under the *Provincial Offences Act*, R.S.O. 1990, c.P.33 as amended or any successor thereof.
31. Where a person has been convicted of an offence under this By-law, the Court may, in addition to any other penalty imposed on the person convicted, issue an Order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted, directed toward the cessation of the continuation or the repetition of the offence.

PART 8 – GENERAL PROVISIONS

32. If a court of competent jurisdiction declares any provision or part of any provision of this By-law to be invalid or to be of no force and effect, it is the intention of the City in enacting this By-law that each and every other provision of this By-law be applied and enforced to the extent possible according to law.
33. All references in this By-law to the singular are to be read as the plural and vice versa, as the context requires.

PART 9 – EFFECTIVE DATE

34. This By-law comes into effect on September 7, 2021.

PASSED in open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

\v \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-146 Shopping Carts.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-147

AGREEMENT: (ENG) A by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the Miscellaneous Paving Contract (Contract 2021-6E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated July 12, 2021 between the City and Ellwood Robinson Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the Miscellaneous Paving Contract (Contract 2021-6E).

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 12th day of July, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT 2021-6E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 12th day of July in the year 2021 by and between

Ellwood Robinson Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**MISCELLANEOUS CONTRUCTION/PAVING
CONTRACT 2021-6E**

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P. Eng., Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC

Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

THE CONTRACTOR: Ellwood Robinson Inc.
2075 Great Northern Road
Sault Ste. Marie, ON P6A 5K7

THE OWNER: Mr. Don Elliott, P. Eng
Director of Engineering
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - CHRISTIAN PROVENZANO

(seal)

CITY CLERK – RACHEL TYCZINSKI

THE CONTRACTOR

COMPANY NAME

(seal)

SIGNATURE

June 29, 2021

SCHEDULE "Y"

Speed Limits in Designated School Zones

24 hours of each day

| <u>School / Street</u> | <u>Designated Location</u> | <u>Speed</u> |
|-------------------------------------------|----------------------------------------------------------------|--------------|
| Anna McCrea & Echo-Des Rapides | | |
| Hugill Street | From Tabar Street to Georgina Street | 40 km/h |
| Mark Street | 60 m west of Hugill Street and 52.5 m east of Hugill Street | 40 km/h |
| Florwin Drive | 150 m north and south of Shingwauk Street | 40 km/h |
| Ben R McMullin | | |
| Paradise Ave | From Paladin Ave to Peach Drive | 40 km/h |
| Boreal French Immersion | | |
| Northern Ave | 100 m west of Great Northern Road to Sackville Road | 40 km/h |
| East View | | |
| Arizona Ave | 140 m west of Idaho Drive and 150 m south of Arizona Ave | 40 km/h |
| Ecole Notre Dame Du Sault | | |
| North Street | From Strand Ave to Northern Ave | 40 km/h |
| F.H Clergue | | |
| Pine Street | From MacDonald Ave to 60 m north of Chlebus Street | 40 km/h |
| Weldon Ave | From MacDonald Ave to 125 m north of Cunningham Road | 40 km/h |
| Cunningham Road | 35 m west of Campbell Ave to Pine Street | 40 km/h |

| <u>School / Street</u> | <u>Designated Location</u> | <u>Speed</u> |
|---------------------------------------|----------------------------------------------------------------|--------------|
| Grand View | | |
| Denwood Drive | Simon Ave to Carlbert Street | 40 km/h |
| Greenwood | | |
| Fourth Line | 360 m west of Peoples Road and 121.5 m east of Peoples Road | 40 km/h |
| Peoples Road | 125 m south of Fourth Line and 320 m north of Fourth Line | 40 km/h |
| H.M Robins | | |
| Asquith Street | 40 m west of Whitney Ave and 35 m east if Dryden Ave | 40 km/h |
| East Belfour Street | Dryden Ave to 43 m west of Whitney Ave | 40 km/h |
| Rowell Ave | 130 m south of Asquith to East Belfour | 40 km/h |
| Laurier Ave | 130 m south of Asquith to East Belfour | 40 km/h |
| Holy Cross | | |
| Bennett Boulevard | 87 m east of Heath Road and 54 m West of Indiana Drive | 40 km/h |
| Holy Family | | |
| Rushmere Drive | Broadview Drive to Newcastle Drive | 40 km/h |
| Isabel Fletcher | | |
| Third Line East | Goulais Ave to 150 m east of school property line | 40 km/h |
| Kiwedin & Superior Heights | | |
| North Street | White Oak Drive to Fort Creek Drive | 40 km/h |

| <u>School / Street</u> | <u>Designated Location</u> | <u>Speed</u> |
|----------------------------|---------------------------------------------------------------------|--------------|
| Korah Collegiate | | |
| Goulais Ave | 60 m south of St Basil Drive to 36 m north of Chippewa Street | 40 km/h |
| Northern Heights | | |
| Grand Boulevard | Grandville Crescent to Grandhaven Crescent | 40 km/h |
| Our Lady of Lourdes | | |
| Doncaster Road | 135 m east of Prentice Ave to west end of Doncaster Road | 40 km/h |
| Prentice Ave | Henry Street to 47 m south of Sussex Road | 40 km/h |
| Parkland | | |
| Amber Street | Copernicus Drive to Birchwood Street | 40 km/h |
| Pinewood | | |
| Queen street | Royal York Boulevard to Falldien Road | 40 km/h |
| Queen Elizabeth | | |
| Elizabeth Street | Queen Street East to Stanley Street | 40 km/h |
| River View | | |
| Wireless Ave | Lake Street to 35.5 m South of Birchland Court | 40 km/h |
| R.M Moore | | |
| Base Line | 130 m west of Carpin Beach road And 336 m east of Carpin Beach Road | 40 km/h |
| Carpin Beach Road | 265 m North of Base Line and 125 m South of Base Line | 40 km/h |

| <u>School / Street</u> | <u>Designated Location</u> | <u>Speed</u> |
|----------------------------------|-----------------------------------------------------------------|--------------|
| St Basil | | |
| St Georges | 36 m east of Maple Street And 15 m east of Algoma Ave | 40 km/h |
| St. Paul | | |
| Pine Street | 180 m North of Pleasant Drive And 30 m south of Tilley road | 40 km/h |
| Malabar Drive | 57 m east of Gehrig Drive To Dablon Street | 40 km/h |
| Dablon Street | Tilley Road to Malabar Drive | 40 km/h |
| St Francis | | |
| Brookfield Ave | 108 m south of Second line To dead end of Brookfield Ave | 40 km/h |
| West Belfour Street | Eden Square to Brookfield Ave | 40 km/h |
| St Marys French Immersion | | |
| Gibbs Street | North end of Gibbs Street to 76 m south east of Robin Street | 40 km/h |
| Tarentorus | | |
| Foxbourough Trail | From Third Line East to Old Garden River Road | 40 km/h |
| Northwood Street | 30 m east of Cedarwood Street to school entrance | 40 km/h |
| Eastwood street | 15 m south of Cedarwood Street To Northwood Street | 40 km/h |
| White Pines | | |
| Dacey Road | From Chambers Ave to Eastern Ave | 40 km/h |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-148

TRAFFIC: (T2) A by-law to amend Traffic By-law 77-200 (Schedule "Y").

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. BY-LAW 77-200 AMENDED

By-law 77-200 is amended by deleting Schedule "Y" and inserting Schedule "Y" attached to By-law 2021-148 hereto.

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da **LEGAL\STAFF\COUNCIL\BY-LAWS\TRAFFIC BY-LAWS\2021\2021-148 REPLACE SCHEDULE Y.DOC**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-149

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Professional Firefighters Association (Local 529) for the term commencing February 1, 2015 to January 31, 2019.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 1, 2015 between the City and Sault Ste. Marie Professional Firefighters Association (Local 529), a copy of which is attached as Schedule "A" hereto. This Agreement is for the term commencing February 1, 2015 to January 31, 2019.

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 12th day of July, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

AGREEMENT

between



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

-and-

**SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION
(Local 529)**



February 1, 2015 to January 31, 2019

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SCHEDULE "A" TO BY-LAW

AGREEMENT entered into as of
February 1, 2015

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (Hereinafter called the "EMPLOYER")

OF THE FIRST PART

- AND -

THE SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION (Hereinafter called the "ASSOCIATION") (Local 529)

OF THE SECOND PART

1:00 PURPOSE

- 1:01 Whereas the Association has established to the satisfaction of the Employer that all full-time employees of its Fire Services except the Fire Chief, Deputy Chief – Operations, Deputy Chief – Education, Prevention & Emergency Management and the Assistant Chief - Support Services and Office Supervisor, are members of the Association and that it is therefore entitled to represent the said employees as their bargaining agent.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

- 1:02 The employees shall at all times co-operate with the Employer and the Chief of the Fire Services to the fullest extent to provide an efficient firefighting organization for the benefit of the City and the inhabitants thereof.

2:00 SCOPE

- 2:01 The terms of this agreement shall apply to all full-time employees of the Sault Ste. Marie Fire Services and the Association shall have the right to bargain for the purpose of defining, determining and providing for remuneration, pensions and working conditions for all full-time employees of the Fire Services except the Fire Chief, Deputy Chief - Operations, Deputy Chief - Fire Prevention and Public Education and the Assistant Chief - Support Services and Office Supervisor.

- 2:02 To insure the safe and efficient operation of the Fire Services, management staff in the positions of Deputy Chief - Education, Prevention & Emergency Management and Assistant Chief - Support Services shall be allowed to perform the duties of employees under their command as may be required from time to time.

- 2:03 Every new employee, on joining the Department shall become a member of the Association. All employees who are now or who in future become members of the Association shall as a condition of employment, maintain such membership in good standing.
- 2:04 The employer shall deduct from the salary of each employee, on completion of 30 days employment, the Association contributions (dues) and remit by cheque each month to the Treasurer of the Association, the full amount so collected.

3:00 **RECOGNITION**

- 3:01 The Employer recognizes the Association as the bargaining agent for all said full-time employees (as provided in the Fire Protection and Prevention Act, 1997) of the Sault Ste. Marie Fire Services.
- 3:02 The Chief of the Fire Services shall meet with a committee of the Association on reasonable notice to discuss any subject or matter which may be deemed of mutual benefit to the employees and the City or the inhabitants thereof.
- 3:03 The Association agrees to notify the Commissioner of Human Resources in writing, with a copy to the Fire Chief, of the names of all the Association representatives and the committees upon which such representatives will serve. The Association will also be responsible for notifying the employer of any changes to the list of Association representatives.

The City shall not be required to recognize any Association representative until such time as the Commissioner of Human Resources has been notified in writing by the Association as outlined above.

- 3:04 When employees are involved in a meeting with Senior Management that may become disciplinary in nature, Senior Management shall ensure that the member will have representation from the Association Executive. Please note that discipline "must be forthcoming" for this to take place.

4:00 **MANAGEMENTS' RIGHTS**

- 4:01 The Association acknowledges the exclusive right of the Employer to maintain order, discipline and efficiency to establish and enforce rules and regulations necessary to the efficient and safe operation and generally to govern the conduct of employees. To hire, discharge, promote, demote, layoff, classify or suspend or discipline employees. The employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein.
- 4:02 The Association further recognizes that it is the right of the Employer to operate and manage the Fire Services in all respects and in accordance with all its commitments coming within its jurisdiction: the equipment to be used, the

methods to be employed and the number of persons to be employed are exclusively the responsibility of the Employer.

- 4:03 The Association also recognizes that it is the right of the Employer to delegate any of its functions, rights, duties, or powers, subject to this agreement or otherwise, to the Fire Chief, or such persons or committees as the Employer may deem advisable subject to the terms of the Fire Protection and Prevention Act, 1997.
- 4:04 All employees should maintain good physical condition and in accordance with their commitment to protect the public all employees are urged to make every effort to meet this requirement.
- 4:05 All employees and probationers shall be governed by the Rules and Regulations of the Employer as from time to time established and published after prior notice to the Association. Where the "Rules" are in conflict with the provisions of this agreement, the provisions of the agreement shall apply. The Employer will encourage the study of advanced firefighting techniques by any employee if such studies are approved by a recognized school of instruction.
- 4:06 Disciplinary action against any employee may result in discharge or suspension if the cause is grave enough to warrant such action. Such causes shall include incompetence, neglect of duty, reporting for duty under the influence of liquor, bringing intoxicants into a fire hall, refusal to comply with an order, disorderly conduct or conduct unbecoming an employee, absence from duty without proper leave and any offense sufficiently grave to warrant disciplinary action or discharge. The employer shall record an employee's offense to both the employee and the Secretary of the Association.
- 4:07 Discipline of an employee shall be removed from the employee's disciplinary record after twenty-four months (24) provided there has been no further discipline given to the employee within such twenty-four (24) month period. This requirement to remove discipline does not apply to discipline related to substance abuse.

5:00 HOURS OF WORK

- 5:01 (a) The working hours for the employees shall be a forty-two (42) hour work week in accordance with the Fire Protection and Prevention Act, 1997 (2 – 4 platoon system) and shall consist of 10 hour day shifts, 8:00 A.M. to 6:00 P.M. and 14 hour night shifts 6:00 P.M. to 8:00 A.M. as per Schedule "B" attached and forming a part of this agreement.

(b) The working hours of work for the Training Division and Mechanical Division shall be from 7:30 a.m. to 4:00 p.m., Monday to Thursday inclusive, 7:30 a.m. to 3:30 p.m. Friday with one-half ($\frac{1}{2}$) hour paid lunch.

The working hours of the Training officer shall be from 8:00 a.m. to 6:30 p.m. Tuesday to Friday with one-half ($\frac{1}{2}$) hour paid lunch. It is further understood and

agreed that Training Division personnel may conduct training outside these hours or be called out to assist at incidents. Training division personnel will receive lieu-time off at straight pay for such hours.

The working hours for the Mechanics within the Support Services Division and Public Education Officer(s) within the Public Education Prevention Division shall consist of a 42-hour work week shall be Monday to Thursday 8:00 a.m. to 4:30 p.m., Friday 8:00 a.m. to 3:30 p.m. with one-half ($\frac{1}{2}$) hour paid lunch.

By the nature of public education work, flexibility to work weekends and nights is expected. As such, only articles 5:03 and 5:04 will apply to overtime hours worked and will not be subject to Article 5:02, unless an 'emergency call back' is actually required in excess of regular flex schedule 42 hours.

When required to work weekends or nights, the City will offer a 'flexible shift' in daily schedule to accommodate the event. This will be offered 48 hours in advance of the event (example – Fire Prevention Week, Tapp-C clients, Community Involvement programs, Partnership meetings, etc.) and will not exceed regular 42 hour work week.

The hours of work for the Administrative Assistants shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday with one (1) hour unpaid lunch.

Notwithstanding the provisions of Articles 5:00, 14:00 and 15:02, the Administrative Assistants shall work a 35 hour week and shall not be entitled to uniform allowance or service pay.

(c) The Fire Prevention Division shall be rotation of Friday/Monday (off day) every four (4) months unless otherwise mutually agreed to by both parties.

A vacation or sick day will be a 10 hour deduction from the appropriate bank (vacation or sick leave bank).

Specifically:

The working hours for the Fire Prevention Division shall be an average 42 hr. work week within a 2 platoon system as follows;

Platoon A (2-FPO's) – 7:00 a.m. to 5:00 p.m. Monday through Thursday.

Platoon B (2-FPO's) – 7:00 a.m. to 5:00 p.m. Tuesday through Friday.

Each officer making up the remaining $\frac{1}{2}$ hour per day, by providing 24/7 on call for Fire Investigation beginning Tuesday – 5:00 pm to Tuesday – 5:00 pm the following week.

- 7:00am to 5:00pm Mon./Thurs. or Tues./Fri.
- 8 hrs in lieu of on call time for one week every 4 weeks
- One half (1/2) hour paid lunch

- 1) Each Fire Prevention Officer agrees to one (1) week on call (24/7, Tuesday to Tuesday or agreed upon other day to day which encompasses one

- weekend) to perform Fire Investigation, within the 4 week rotation. A vehicle shall be made available to FPO's to take home when on call. When a call in occurs, articles 5:02, 5:03 and 5:04 of the Collective Agreement will apply.
- 2) Determination concerning specific on call week(s) for upcoming year, shall be decided and agreed upon by FPO's, after holiday signings are determined the previous fall. If FPO's cannot determine week, management reserves the right to schedule the on call week.
 - 3) One lieu time or sick time day, will be calculated at a rate of 10 hours per day.
 - 4) Outside of scheduled 4 day work week, only one FPO, at a time, is permitted vacation during the week. Additional requests for vacation and/or lieu time shall be at the discretion of the Assistant Chief – Prevention. If the statutory holiday is the FPO's normal day off, the FPO's regularly scheduled day following or preceding the holiday will be the FPO's day off in lieu of that day.
 - 5) When any scheduled training, including Ontario Fire College courses occurs, affecting an FPO's schedule, the FPO shall be reverted to a five (5) day work week. Said FPO will receive 30 days' notice of schedule change and vacation schedules will not be affected.
- 5:02 All employees may be subject to off-shift call back at the discretion of the Chief of the Fire Services. When off-shift employees are called back they will be paid a minimum of three (3) hours pay at the rate of time and one-half.
- 5:03 Employees authorized to work more than their regular shifts will be paid at the rate of time and one-half their regular rate for the overtime worked calculated in quarter-hour segments.
Employees are not considered relieved from duty until they have arrived back at their respective fire station and authorized to leave by an officer.
- 5:04 When at the discretion of the Fire Chief it is possible, employees will have the option of taking straight time off in lieu of overtime worked.
- 5:05 Employees shall be allowed to change shifts with other employees at any of the fire stations provided such employees are qualified to perform the duties and that such change of shifts are done when an employee is on a recognized day off or on holidays.
- (a) Employees wishing to change shifts will apply for a change to the officer in charge of the shift. Officer in charge of the shift shall mean the officer in charge on the day of the change of shift.
 - (b) Twenty-four hours' notice must be given for a change to be given any consideration, except in the case of an extreme emergency when a good reason must be given for a requested change of shift.
 - (c) Employees requesting a change of shift will see the officer concerned while the employee is on duty at the Fire Hall, except in the case of an emergency.

- (d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee of the Association working for gain or pay on exchange shift will be immediately suspended from the department.
- (e) Captains or Acting Captains in charge of shifts will ensure that all changes of shift are duly recorded in the daily report sheets.
- (f) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit three days pay.
- (g) All officers in charge of shifts will ensure that paragraph (b) is adhered to. Failure to comply will result in the loss and forfeiture of pay for one scheduled shift.

5:06 Definitions

“Overtime (OT)” shall be defined as the practice of calling in off-duty employees for the purposes of filling vacancies for the on-duty Platoon that would otherwise bring that Platoon complement below minimum staffing levels.

“Up-staffing” shall be defined as the practice of calling in off-duty employees for the purposes of increasing the on-duty complement of the current on-shift Platoon.

“Meeting” shall be defined as the practice of calling in off-duty employees to attend any meeting pertaining to City or Fire Services business.

6:00 VACATIONS

6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:

- (a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.
- (b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.
- (c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.
- (d) All employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.

- (e) All employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.
- 6:02 Employees who are absent from work without pay for 30 days or more due to a leave of absence, suspension, or layoff, shall have their vacation entitlement reduced in proportion to such time absent from work.
- 6:03 One week of vacation as referred to herein shall mean four consecutive working shifts except for employees who normally work a regular day shift.
- 6:04 The period at which employees may take vacation shall run from the 1st day of January to the 31st day of December annually.
- 6:05 Any employee having become entitled to regular vacation as defined in Sections (a), (b), (c), (d) and (e) of Article 6:01 and who, before receiving such vacations, terminates employment voluntarily with the City's Fire Services shall become entitled to cash payment in lieu of such vacations as the employee had become entitled to at the rate of 1/182 of the annual wage for each vacation day for the respective rank at the time the employee ceased to be an employee of the City's Fire Services.
- 6:06 Vacations shall be arranged by the Chief of the Fire Services and shall be given to employees in accordance with seniority. Employees will be granted a maximum of two weeks' vacation at any one signing.

7:00 SPECIFIED PAID HOLIDAYS

- 7:01 Each employee shall be entitled to the following specified paid or declared holidays, namely, New Year's Day, Family Day (3rd Monday in February), Victoria Day, Good Friday, Easter Monday, Canada Day, Civic Holiday, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day, occurring in the remainder of the calendar year in and after which three months continuous service has been attained.
- 7:02 Each Firefighter is entitled, subject to the terms hereof, to 12 paid off-duty days in lieu of specified paid holidays.

The following procedure will be used to schedule vacations and specified paid holidays:

- (i) Subsequent to September 1st, the platoon lists shall be posted.
- (ii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation to provide for the scheduling of all vacations, specified paid holidays and confirmed Ontario Fire College attendance, and other Fire Services course offerings. Upon completion of the vacation selection process the remaining unused

allotments shall be blocked out and considered void.

- (iii) Each employee shall be entitled to select vacation and specified paid holidays in blocks of **two-week periods only**, except where an employee has a period to be selected of less than two weeks.
- (iv) No employee shall be permitted to select a period of time off outside the space allocated in the posted vacation and specified paid holidays list.

7:03 An employee who is absent without pay due to a leave of absence, suspension, or layoff during the period when a specified paid holiday occurs shall have off duty days in lieu of such holiday reduced accordingly.

8:00 LEAVE OF ABSENCE

8:01 The employer may grant leave of absence without pay and without loss of seniority for a period up to six months to any employee requesting such leave for good and sufficient cause. Applications for such leave shall be made in writing to the Chief of the Fire Services and such leave must be approved by the Chief and the City's Chief Administrative Officer. During the period of such leave of absence, the total cost of the benefits set out in Articles 11:08 and 11:09 will be payable by the employee. Notwithstanding the provisions of this article, leave of absence will not be granted an employee for the purpose of working at alternative employment.

8:02 When death occurs in an employee's immediate family, the employee shall be entitled to a maximum of four (4) consecutive working days' compassionate leave with pay, that fall between the day of the death and the day following the funeral. The pay shall be on a straight time basis and for only such of the four days as are working days.

"Immediate family" means the employee's spouse, daughter, son, father, mother, sister, brother, grandparent, mother-in-law or father-in-law, grandchild.

"Straight time" means the rate of the job at which the employee would have worked on the employee's scheduled working days.

"Leave of Absence without loss of pay for one day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law, son-in-law, and daughter-in-law."

8:03 The City shall pay to the Association an annual allowance in February of each year the amount of twelve thousand (\$12,000) for the Association to pay duly appointed or elected officials for attendance at Association conventions, education programs or other Association business. This shall be understood to encompass all union related attendance at meetings, inclusive of, but not limited to negotiations, grievances, investigation and discipline meetings. Any required back-fill for such meetings will be at the expense of the Association.

8.04 Quarantine

Should an employee be quarantined by the Medical Officer of Health as a result of work duties, the City will maintain the employee's pay for the scheduled shifts that the employee was unable to work during the quarantine period.

9:00 SENIORITY

- 9:01 Seniority shall be established on the basis of an employee's service with the employer, calculated from the date upon which the employee commenced full time employment with the Fire Services.
- 9:02 The first twelve (12) months service shall be classed as a probationary period and the termination of employment during such period shall not be the subject of a grievance.
- 9:03 A seniority list shall be prepared and approved by the Fire Chief and the Executive Committee of the Association and such a list shall be posted for a period of thirty (30) days in each Fire Station of the City of Sault Ste. Marie on the fifteenth day of January of each year.
- 9:04 Errors or omissions in a list posted in accordance with Article 9:03 shall be corrected on application of the Association or the employee concerned provided:
- (1) such error or omission relates to the period subsequent to the date of the previous list, and
 - (2) the error or omission is brought to the attention of the Fire Chief within fifteen (15) days of the employee's first reasonable opportunity to see the list.
- 9:05 Once a seniority list has been finalized the only protest which will be considered against the next posted list shall be protests relative to deletions and additions occurring since the date of the previous list.
- 9:06 (a) An employee transferring from one division to another may return to their former position within six (6) months from the date of the employee's transfer without loss of divisional seniority. Once an employee has completed six (6) months in that division, a employee may request a transfer to the employee's former division and such transfer will be at the discretion of the Chief. However, if the transfer is to the Fire Suppression Division it shall be a rank not higher than a first class firefighter.
- (b) Divisional seniority lists shall be prepared and approved by the Chief and the Executive Committee of the Association and such lists shall be posted for a period of 30 days in each fire station on the 15th day of January each year.

10:00 PROMOTIONS AND LAYOFFS

- 10:01 In the event a permanent position in the Fire Suppression Division under the jurisdiction of the Association becomes vacant, such position shall be filled by the

next senior employee in line for such position within thirty (30) days, provided such employee has the qualifications and ability to perform the job. Where a vacancy occurs in other than the Fire Suppression Division, the job will be posted and preference will be given to the senior applicant with the qualifications and ability to perform the job.

- 10:02 An employee who is promoted shall remain on probation for a period of six (6) months. If found unsuitable for this position by the Chief during the aforementioned periods such employee shall revert to their former position.
- 10:03 In the event that an employee is required to temporarily take over the duties of another whose position is a higher paid position, the employee filling in shall be paid at the higher rate of pay for the hours so employed.
- 10:04 It is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs, the following factors shall be considered:
 - (1) Seniority
 - (2) Qualifications and ability to perform the work.

11:00 WELFARE

- 11:01 The schedule of sick allowance shall be as follows:
 - (a) Upon completion of three months of service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month from the date of employment.
 - (b) Sick leave will be reduced on the basis that one shift off sick will result in one day deduction from sick leave.
 - (c) Sick leave accumulation in 11:01 (a), (b), shall commence as of January 1, 1983. Accumulation up to December 31, 1982 shall be converted to days and fixed at that amount in the employee's sick leave bank.
- 11:02 Sick leave means the period of time any employee is permitted to be absent from duty with full pay by virtue of being disabled or sick, or because of accident, or illness for which compensation is not payable under the Workplace Safety and Insurance Act, 1996. The foregoing accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.

Notwithstanding the provisions of this article, sick leave will not be paid to an employee who is absent due to an injury/illness suffered while employed by another employer covered by the Workplace Safety and Insurance Act, 1996. The employee is obligated under this clause to notify both WSIB and the Employer of any such circumstances.

- 11:03 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

- 11:04 Such sick leave to be cumulative, but in no case shall such sick leave exceed a period of two hundred and forty days. An employee who is absent due to illness or leave of absence for the major portion of the employee's regularly scheduled hours in any month shall not accumulate sick leave as provided in article 11:01, in that month.
- 11:05 Recognized days off shall not be deducted from accumulated sick leave.
- 11:06 No employee shall draw during his or her active service with the Fire Services, accumulated sick leave benefits if the absence from work is not due to illness as attested by the certificate of a medical practitioner, if requested by the Employer. If a certificate is requested by the Employer
- i) for absences of three (3) working days or less, or
 - ii) for a second or more certificates for an absence of three (3) working days or more, the cost of such certificate or certificates, if any, shall be paid by the employer up to a maximum of fifty dollars (\$50) upon presentation of an invoice from the medical practitioner. The City's Injury/Illness Status form shall be used for this request, with the direction that the medical practitioner only complete the form as applicable.
- 11:07 An employee in receipt of W.S.I.B. benefits for injuries or illness suffered during the course of employment shall receive full net salary and benefits during such period. During the period an employee received full net salary, all compensation payments shall be deposited with the City. A member's sick bank or vacation credits shall not be reduced while in receipt of W.S.I.B. benefits.
- 11:08 Each employee shall be provided with the Ontario Health Insurance Plan, Green Shield Semi-Private and Green Shield Extended Health Care - vision care to include laser eye surgery and/or eye examination of \$450.00 every two (2) years (effective first of the month following ratification of the Memorandum of Settlement), 100% of the cost of such plan to be contributed by the Employer.
- Green Shield Extended Health Care - Drug Plan co-insurance reinstated to 90% employer /10% employee. Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care. Each employee shall be provided with the Out-of-Province Travel Plan, 100 % of the cost of such plan will be contributed by the Employer and will not be available to retirees.
- Reimbursements for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1,000. Batteries are not eligible.
- No OTC drug coverage with the exception of those deemed by the insurer to be "life sustaining". This also applies to those employees who retire after June 1st, 2011 on an O.M.E.R.S. unreduced early retirement pension.

Paramedical Benefit:

- Full chiropractic, physiotherapy, massage therapy and naturopath coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$1,200.00

Psychological Benefit:

- Psychologist or Master of Social Work: up to a combined maximum of \$1,000 per calendar year

Each employee shall be provided with the Great West Life Long Term Disability Plan, 100% of the cost will be contributed by the Employer with coverage to a maximum \$7,500 monthly.

Each employee shall be provided with the Green Shield #9 Dental Plan, Rider 3C, (Lifetime Maximum \$3,000), based on current O.D.A. Schedule minus one (1) year, 100% of the cost of the plan will be contributed by the Employer.

Each employee shall be provided with restorative dental coverage, 80% to be paid by the employer and 20% by the employee, based on current O.D.A. schedule minus one year to a maximum of \$2,000 per person per year.

Dental recall for adults (over age 16) to be nine (9) months. Children (age 16 and younger) shall be subject to a six (6) month dental recall.

Overage Dependent Coverage is applied to the Green Shield Dental Plan.

- 11:09 Each employee shall be provided with Group Life Insurance of two times the employee's salary to the nearest \$1,000.00 with double indemnity: 100% of the cost of such plan will be paid by the Employer. The payment of such benefit shall be in accordance with the terms and conditions of the applicable plan "Great West Life policy #320925."
- 11:10 The Employer shall have the right to select the carrier for such plans. All refunds, reductions in premiums, dividends, etc., shall become and remain the sole property of the Employer. Benefits under any such plan or plans shall not be changed or reduced by the Employer without the consent of the Association.
- 11:11 The Corporation agrees to pay any employee covered by this agreement the difference in regular salary and witness fees when required to act as a Court witness on matters relating to the Employer's business. In addition, when an employee is required to attend Court as a witness on matters relating to the Employer's business during off duty time, such employee shall be paid at the rate of one and one-half times his regular rate, with a minimum of 4 hours at the premium rate, for time so spent. The employee shall provide proof of services, including proof of time spent and amount of payment received. Failure to provide satisfactory proof shall disqualify the employee from such payment or time off.

11:12

- (i) The City agrees to enter into an agreement with the Ontario Municipal Employees Retirement System (O.M.E.R.S.) to provide an O.M.E.R.S. Type 1, 2% formula supplementary pension for all eligible employees. Such pension shall be effective February 1, 1979 and the City shall pay for all prior service costs.

The parties agree that employees covered under O.M.E.R.S. for normal retirement age 60 shall retire no later than the end of the month in which they reach age 60.

Those employees covered under O.M.E.R.S. for normal retirement age 65 shall retire no later than the end of the month in which they reach 65.

- (ii) The parties agree that eligibility for LTD benefits, as set out in 11:08 shall cease when the employee becomes eligible for an OMERS unreduced retirement pension.
- 11:13 The employer agrees to pay the cost of, the Ontario Hospital Insurance Plan, and the Green Shield Extended Health Care Plan - :

Cap Orthotics/Orthopedic shoes at one (1) pair and \$400/year; vision care to include laser eye surgery and an eye examination may be included with the vision care amount to a maximum of \$450.00 every two years effective the 1st of the month following ratification of the memorandum of settlement, 100% of the cost of such plan will be contributed by the Employer. Green Shield Extended Health Care -

Drug Plan co-insurance at 90% employer/10% employee; a cap on dispensing fees - \$10.00 maximum per prescription; Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care.

Paramedical Benefit - Full chiropractic, physiotherapy and massage therapy coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$1200.00. These benefits are provided for employees who retire on an O.M.E.R.S. unreduced early retirement pension. Such benefits shall be paid for the retired employee to age 65. Such benefits shall not apply to a retired employee who is employed elsewhere.

Such benefits shall be paid for a deceased member's surviving spouse and dependent children for a period of twenty-four (24) months following the member's death or until the date as of which the retiree would have attained age 65 or until the surviving spouse remarries, whichever occurs first.

12:00 GRIEVANCE PROCEDURE

12:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within 15 working days of the occurrence of the incident which gave rise to the matter in dispute. Any employee or group of employees of the Fire Services covered by this agreement who is of the opinion that the employee has been unjustly disciplined, suspended, superseded, discharged, or unreasonably denied leave of absence, shall have the right to have the case investigated and to be represented by a Committee of the Association.

STEP 1: The employee assisted by an officer of the Association shall discuss the case with the Fire Chief within 15 working days of filing the grievance, barring any unforeseen circumstances for either party. The Fire Chief shall render his decision in writing together with the reason therefore, within five (5) working days of the hearing.

STEP 2: If the Committee considers that a satisfactory settlement was not reached at Step 1, it may within five (5) working days of receipt of the Step 1 reply request a hearing within 15 days of the request, barring any unforeseen circumstances by either party, by the Commissioner of Human Resources, or designated representative. Such request shall state the reason or reasons the answer at Step 1 was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or his designated representative shall render a decision within five (5) working days of the hearing.

STEP 3: If the Committee considers that a satisfactory settlement was not reached at Step 2, it may within five (5) working days of receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. This hearing shall be held within 15 working days of the request, barring any unforeseen circumstances by either party. The Chief Administrative Officer shall render a decision within five (5) working days of the hearing.

STEP 4: If the Committee considers that a satisfactory settlement was not reached at Step 3, it may within five (5) working days of receipt of the Step 3 reply, request that the grievance be referred to Arbitration pursuant to the Fire Protection and Prevention Act 1997.

12:02 In the event that any employee or group of employees who have been unjustly discharged or suspended shall be reinstated as the result of such settlement of any disagreement as aforesaid, such reinstatement shall be made without loss of time, pay or seniority to such employee.

12:03 No employee shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement, which in the opinion of the Arbitration Board or single Arbitrator, it is deemed to be just and equitable.

- 12:04 Any employee or group of employees having a grievance which the employee wishes the Committee of the Association to represent for such employee shall put the grievance in writing on the grievance form adopted by the Association. The Committee of the Association shall abide by the steps on the grievance form.
- 12:05 In the matter of a grievance a Board of Arbitration or Arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions, or the provisions of the Fire Protection and Prevention Act, 1997.

13:00 STRIKES AND LOCKOUTS

The Association agrees that they will at no time enter into or participate in any strike or join any sympathetic strike with or for any other organization.

14:00 CLOTHING AND TURN-OUT GEAR

- 14:01 The following articles of clothing and wear apparel shall be supplied to each employee in the Fire Suppression Division, the Support Services Mechanic and the Training Instructor:

- 1 Uniform which includes one tunic and one pair of pants (every 5 years) starting 1995 and every five years thereafter.
 - 1 - Pair Coveralls (as required)
 - 1 - Sweater (every 2 year) starting 1993
 - 4 - Uniform shirts (annually)
 - 2 - T-Shirts - navy blue (annually)
 - 2 - Pair Station Wear Pants (annually)
 - 1 - All-Season coat (every 5 years) starting 2001
 - 1 - Tie (every 2 years) starting 1992
 - 1 - Uniform Cap (every 5 years if required by employee) starting 1992
 - 1 - Winter Hat (every 4 years) starting 1992
 - 1 - Casual Cap - Fire Dept. Approved (every 2 yrs) starting 1992 - to be worn as directed by the Fire Chief. The same as other items of clothing issued are governed.
 - 1 - \$180.00 boot allowance to the Support Services Mechanic, Training Officer & Fire Suppression Division (every 2 calendar years)

- 14:02 The City agrees to provide NFPA standard equipment when required at the discretion of the Chief or designate as follows:

- Gloves
- Boots
- Helmet
- Turnout Gear

- Balaclava
- 14:03 The Fire Prevention and Public Education Division will be provided the following articles of clothing and wearing apparel:
- 1 - Uniform Cap (annually)
 - 1 - Casual Cap (every 2 years) starting 1992
 - 1 - Winter Hat (every 4 years) starting 1992
 - 1 - Sweater (every 2 years) starting 1993
 - 1 - Boot Allowance of \$90.00 (annually)
 - 1 - Uniform which includes 2 pair pants (annually)
 - 1 - All Season coat (every 5 years) starting 2001
 - 1 - Pair coveralls (as required)
 - 4 - Dress shirts (annually)
 - 1 - Tie (every 2 years) starting 1992
- Fire Prevention and Public Education Officers shall be provided a dry-cleaning allowance of \$115.00 (annually).
- 14:04 It is a desire of the Sault Ste. Marie Professional Firefighters Association and the Sault Ste. Marie Fire Services that when an employee is not in need of a new portion of the uniform clothing package, the employee is encouraged to notify the Platoon Chief or the Office, of such employee's clothing requirements for the upcoming year.
- 15:00 SCHEDULE OF WAGES
- 15:01 The Schedule of Wages shall be provided in Schedule "A" attached to and forming part of this agreement.
- 15:02 RECOGNITION PAY
- Effective April 15, 2016, employees in the Mechanic Division staff and Training Division staff of the Sault Ste. Marie Fire Services will be paid recognition pay of 3/6/9 after 8/17/23 years of service. It is understood that Mechanical and Training staff will not receive service pay once recognition pay is implemented.
- 15:03 All employees in the Suppression Division working on a Statutory Holiday will be paid at a rate of 1.5x (one and a half times their regular rate of pay) for twelve (12) hours. The Block of time agreed to constitute the statutory holiday commences at 8:00 A.M. the day of the statutory holiday and ends at 8:00 P.M. the same day for those firefighters (suppression group) actively at work at that time.
- It is agreed and understood that any call out on a Statutory Holiday will only be compensated at 1.5x (one and a half their regular rate of pay).

16:00 CONTRACTING OUT

- 16:01 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee or a person who is not an employee of the Corporation.

17:00 TECHNOLOGICAL CHANGE

- 17:01 At least 90 days prior to the introduction or implementation of substantial technological changes or mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes.

Such prior notice shall contain relevant information respecting the nature and degree of change, the date or dates on which the Corporation plans to effect the change, and the location or locations involved.

- (a) Within 15 days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
- (b) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue, which may concern the employment status of any employee.
- (c) If agreement has not been reached within 15 days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by the Fire Protection and Prevention Act, 1997. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.

18:00 GENERAL

- 18:01 All fire trucks on active duty shall have an officer in charge of them at all times, unless this is prevented by accident to or sickness of Fire Services Personnel.
- 18:02 Once in each year the employee may notify the Fire Chief in writing in which Fire Hall they prefer to work. Notwithstanding this provision the implementations of such requests shall be at the discretion of the Fire Chief and/or Deputy Fire Chief.
- 18:03 Throughout the term of the Collective Agreement the employer will continue its general Municipal liability coverage in the form and upon the terms expressed in the current Royal Insurance Policy #5988612, or its equivalent.
- 18:04 Where the employee of the SSM Fire Services is charged with criminal or statutory offense flowing from the employee's duties and is subsequently acquitted of such charges, the employee shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitor's Act and incurred as a result of such charges. The Corporation further agrees that it will continue

the coverage under its present existing general liability insurance or equivalent coverage as specified in article 18:03 herein.

- 18:05 An employee who is authorized to use their vehicle on city business shall be reimbursed on the basis of the current mileage rate paid to other city employees.
- 18:06 Employees scheduled to attend Ontario Fire College or other course offerings shall be compensated one day shift in lieu of for each day which falls on a regularly scheduled day off.
- I. Employees shall also be granted equivalent lieu time for travel days to attend Ontario Fire College or other course offerings, only when such travel days fall on a regularly scheduled day off.
 - II. Lieu time referred to herein shall be taken on the next regularly scheduled rotation of day shifts, immediately following completion of the course, and shall be taken consecutively.
 - III. Such scheduled lieu days shall be approved by the Fire Chief or designate.
 - IV. The City agrees to pay three hundred dollars (\$300.00) to employees who utilize their personal vehicle to attend the Ontario Fire College to participate in educational programs as approved by the Chief.

- 18:07 Effective February 1, 2000 the Employer agrees to provide a \$100.00 weekly expense allowance to each employee attending the Ontario Fire College or other out of town offerings as approved by the Fire Chief.

In addition, the Employer agrees to pay \$145.00 for a return trip home from the Fire College, provided that:

- (i) The employee attends the Fire College for a period of two consecutive weeks or more.
- (ii) The employee does come home and returns to the College.
- (iii) The employee uses their own vehicle to make that trip.
- (iv) The employee files a claim for the payment on completion of the course at the Fire College.
- (v) The above amount will be adjusted as necessary to maintain the same level of payment as provided by the Ontario Fire College.

- 18:08 The employer will provide a copy of the "Master Policy" of all benefits to the Association.

- 18:09 The Employer agrees to pay the cost of DZ medical examinations for Employees up to a maximum of \$100.00 per examination. Employees are required to provide receipts for payment.

- 19:00 TERM OF AGREEMENT

- 19:01 This agreement shall be effective from February 1st, 2015 to January 31st, 2019, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of January in any year, of its desire to amend the Agreement.
- 19:02 If either party desires a change in the agreement, said party shall give written notice of the proposed change to the other party not less than 30 days before the 31st day of January in any year and both parties shall thereupon negotiate in good faith with respect to the matters referred to in the notice.

IN WITNESS WHEREOF the parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

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

CHRISTIAN PROVENZANO, MAYOR

RACHEL TYCZINSKI, CITY CLERK

**THE SAULT STE. MARIE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION - LOCAL 529**



PRESIDENT



SECRETARY



TREASURER



VICE-PRESIDENT

SCHEDULE "A"

Communications Operator – See Letter of Understanding – Communications Operator

- (a) Any Firefighter permanently disabled because of sickness or accident, but able to do light duty, shall be assigned to fill the position of Communications Operator and shall be paid at the rate of 3rd class firefighter. This provision shall not apply to short-term disabilities.
- (b) Salaries for probationer, 4th class, 3rd class and 2nd class firefighters shall be calculated as follows:
 - 2nd Class Firefighter to be 90% of 1st Class rate
 - 3rd Class Firefighter to be 80% of 1st Class rate
 - 4th Class Firefighter to be 70% of 1st Class rate
 - Probationer Firefighter to be 60% of 1st Class rate
- (c) Salaries for the positions of Captain and Platoon Chief shall be calculated as follows:
 - Captain 115% of 1st Class Firefighter, effective February 1, 2003
 - Captain 117% of 1st Class Firefighter, effective January 1st, 2019
 - Platoon Chief 122% of 1st Class Firefighter, effective February 1, 2003
 - Platoon Chief 125% of 1st Class Firefighter, effective January 1st, 2019
- (d) When an employee is assigned to temporarily perform the duties of the Assistant Chief - Support Services the employee shall be paid at the rates outlined below:

| | |
|------------------|----------|
| February 1, 2014 | \$94,743 |
|------------------|----------|
- (e) Effective January 1, 2019, salaries for the following positions will be:
 - Training Officer 125% of 1st Class Firefighter, effective January 1st, 2019
 - Fire Prevention Officer 110% of 1st Class Firefighter, effective January 1st, 2019
 - Public Education Officer 115% of 1st Class Firefighter, effective January 1st, 2019 - red circled/frozen (current incumbent only)
 - Administrative Assistant 57% of 1st Class Firefighter
 - Support Services Officer 115% of 1st Class Firefighter:
(Graduated steps based on the following: 102%-107%-112%-115%)
 - Support Services Mechanic 97% of 1st Class Firefighter

SCHEDULE "A"

| RANK | Feb. 1, 2015 | |
|-------------------------------------------|--------------|----------|
| | Annually | Hourly |
| Platoon Chief | | |
| 0% (0 – 8 years) Base Rate | \$111,849 | \$51.213 |
| 3% (9 – 17 years) | \$114,599 | \$52.472 |
| 6% (18 – 23 years) | \$117,349 | \$53.731 |
| 9% (24 + years) | \$120,100 | \$54.990 |
| Captain | | |
| 0% (0 – 8 years) Base Rate | \$105,431 | \$48.275 |
| 3% (9 – 17 years) | \$108,182 | \$49.534 |
| 6% (18 – 23 years) | \$110,932 | \$50.793 |
| 9% (24 + years) | \$113,682 | \$52.052 |
| Training Officer | | |
| 0% (0 – 8 years) Base Rate | \$105,431 | \$48.275 |
| 3% (9 – 17 years) | \$108,182 | \$49.534 |
| 6% (18 – 23 years) | \$110,932 | \$50.793 |
| 9% (24 + years) | \$113,682 | \$52.052 |
| Public Educator | \$105,431 | \$48.275 |
| Fire Prevention Officer | | |
| 0% (0 – 8 years) Base Rate | \$93,714 | \$42.910 |
| 3% (9 – 17 years) | \$96,464 | \$44.169 |
| 6% (18 – 23 years) | \$99,214 | \$45.428 |
| 9% (24 + years) | \$101,965 | \$46.687 |
| FPO – 2 nd Class | \$84,342 | \$38.618 |
| FPO – 3 rd Class | \$74,970 | \$34.327 |
| FPO – 4 th Class | \$65,596 | \$30.034 |
| FPO – Probationer | \$56,231 | \$25.747 |
| Firefighter - 1st Class | | |
| 0% (0 – 8 years) Base Rate | \$91,679 | \$41.978 |
| 3% (9 – 17 years) | \$94,430 | \$43.237 |
| 6% (18 – 23 years) | \$97,180 | \$44.496 |
| 9% (24 + years) | \$99,930 | \$45.756 |
| Firefighter – 2 nd Class | \$82,511 | \$37.780 |
| Firefighter - 3 rd Class | \$73,343 | \$33.582 |
| Firefighter - 4 th Class | \$64,175 | \$29.385 |
| Firefighter – Probationer | \$55,008 | \$25.187 |
| Firefighter Cadet 3 rd year | \$64,175 | \$29.385 |
| Firefighter Cadet 2 nd year | \$59,592 | \$27.286 |
| Firefighter Cadet 1 st year | \$55,008 | \$25.187 |
| Support Services Mechanic | | |
| 3% (9 – 17 years) | \$91,782 | \$42.061 |
| 6% (18 – 23 years) | \$94,456 | \$43.320 |
| 9% (24+ years) | \$97,129 | \$44.578 |
| Level 4 (0 – 8 years) | \$89,109 | \$40.801 |

| | | |
|--------------------------------|----------|----------|
| Level 3 | \$84,702 | \$38.783 |
| Level 2 | \$80,206 | \$36.724 |
| Level 1 | \$75,752 | \$34.685 |
| Administrative Clerk - Level 3 | \$52,592 | \$28.897 |
| Administrative Clerk - Level 2 | \$50,108 | \$27.532 |
| Administrative Clerk - Level 1 | \$47,623 | \$26.166 |

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

SCHEDULE "A"

| RANK | Feb. 1, 2016 | | July 1, 2016 | |
|-------------------------------------------|--------------|----------|--------------|----------|
| | Annual | Hourly | Annual | Hourly |
| Platoon Chief | | | | |
| 0% (0 – 8 years) Base Rate | \$113,303 | \$51.878 | \$114,186 | \$52.283 |
| 3% (9 – 17 years) | \$116,089 | \$53.153 | \$116,994 | \$53.568 |
| 6% (18 – 23 years) | \$118,875 | \$54.429 | \$119,802 | \$54.854 |
| 9% (24 + years) | \$121,661 | \$55.704 | \$122,610 | \$56.139 |
| Captain | | | | |
| 0% (0 – 8 years) Base Rate | \$106,802 | \$48.901 | \$107,635 | \$49.283 |
| 3% (9 – 17 years) | \$109,588 | \$50.177 | \$110,443 | \$50.569 |
| 6% (18 – 23 years) | \$112,374 | \$51.453 | \$113,251 | \$51.854 |
| 9% (24 + years) | \$115,160 | \$52.728 | \$116,058 | \$53.140 |
| Training Officer | | | | |
| 0% (0 – 8 years) Base Rate | \$106,802 | \$48.901 | \$107,635 | \$49.283 |
| 3% (9 – 17 years) | \$109,588 | \$50.177 | \$110,443 | \$50.569 |
| 6% (18 – 23 years) | \$112,374 | \$51.453 | \$113,251 | \$51.854 |
| 9% (24 + years) | \$115,160 | \$52.728 | \$116,058 | \$53.140 |
| Public Educator | \$106,802 | \$48.902 | \$107,635 | \$49.283 |
| Fire Prevention Officer | | | | |
| 0% (0 – 8 years) Base Rate | \$94,932 | \$43.467 | \$95,672 | \$43.806 |
| 3% (9 – 17 years) | \$97,718 | \$44.742 | \$98,480 | \$45.091 |
| 6% (18 – 23 years) | \$100,504 | \$46.018 | \$101,288 | \$46.377 |
| 9% (24 + years) | \$103,290 | \$47.293 | \$104,096 | \$47.662 |
| FPO – 2 nd Class | \$85,438 | \$39.119 | \$86,105 | \$39.425 |
| FPO – 3 rd Class | \$75,945 | \$34.773 | \$76,537 | \$35.044 |
| FPO – 4 th Class | \$66,449 | \$30.424 | \$66,967 | \$30.662 |
| FPO – Probationer | \$56,962 | \$26.081 | \$57,407 | \$26.285 |
| Firefighter - 1st Class | | | | |
| 0% (0 – 8 years) Base Rate | \$92,871 | \$42.523 | \$93,595 | \$42.855 |
| 3% (9 – 17 years) | \$95,657 | \$43.799 | \$96,403 | \$44.141 |
| 6% (18 – 23 years) | \$98,443 | \$45.074 | \$99,211 | \$45.426 |
| 9% (24 + years) | \$101,229 | \$46.350 | \$102,019 | \$46.712 |
| Firefighter – 2 nd Class | \$83,584 | \$38.271 | \$84,236 | \$38.570 |
| Firefighter - 3 rd Class | \$74,297 | \$34.018 | \$74,876 | \$34.284 |
| Firefighter - 4 th Class | \$65,010 | \$29.766 | \$65,517 | \$29.999 |
| Firefighter – Probationer | \$55,723 | \$25.514 | \$56,157 | \$25.713 |
| Firefighter Cadet 3 rd year | \$65,010 | \$29.766 | \$65,517 | \$29.999 |
| Firefighter Cadet 2 nd year | \$60,366 | \$27.640 | \$60,837 | \$27.856 |
| Firefighter Cadet 1 st year | \$55,723 | \$25.514 | \$56,157 | \$25.713 |
| Support Services Mechanic | | | | |
| 3% (9 – 17 years) | \$92,975 | \$42.607 | \$93,701 | \$42.939 |
| 6% (18 – 23 years) | \$95,684 | \$43.882 | \$96,431 | \$44.225 |
| 9% (24+ years) | \$98,392 | \$45.157 | \$99,159 | \$45.510 |
| Level 4 (0 – 8 years) | \$90,268 | \$41.331 | \$90,972 | \$41.654 |

| | | | | |
|--------------------------------|----------|----------|----------|----------|
| Level 3 | \$85,803 | \$39.287 | \$86,472 | \$39.593 |
| Level 2 | \$81,249 | \$37.201 | \$81,883 | \$37.492 |
| Level 1 | \$76,737 | \$35.135 | \$77,335 | \$35.409 |
| Administrative Clerk - Level 3 | \$53,276 | \$29.273 | \$53,692 | \$29.501 |
| Administrative Clerk - Level 2 | \$50,760 | \$27.890 | \$51,155 | \$28.107 |
| Administrative Clerk - Level 1 | \$48,242 | \$26.507 | \$48,618 | \$26.713 |

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

SCHEDULE "A"

| RANK | Feb. 1, 2017 | | July 1, 2017 | |
|-------------------------------------------|--------------|----------|--------------|----------|
| | Annual | Hourly | Annual | Hourly |
| Platoon Chief | | | | |
| 0% (0 – 8 years) Base Rate | \$115,648 | \$52.953 | \$116,539 | \$53.360 |
| 3% (9 – 17 years) | \$118,492 | \$54.254 | \$119,404 | \$54.672 |
| 6% (18 – 23 years) | \$121,336 | \$55.556 | \$122,270 | \$55.984 |
| 9% (24 + years) | \$124,179 | \$56.858 | \$125,136 | \$57.296 |
| Captain | | | | |
| 0% (0 – 8 years) Base Rate | \$109,013 | \$49.915 | \$109,852 | \$50.299 |
| 3% (9 – 17 years) | \$111,856 | \$51.217 | \$112,718 | \$51.611 |
| 6% (18 – 23 years) | \$114,700 | \$52.519 | \$115,583 | \$52.923 |
| 9% (24 + years) | \$117,544 | \$53.820 | \$118,449 | \$54.235 |
| Training Officer | | | | |
| 0% (0 – 8 years) Base Rate | \$109,013 | \$49.915 | \$109,852 | \$50.299 |
| 3% (9 – 17 years) | \$111,856 | \$51.217 | \$112,718 | \$51.611 |
| 6% (18 – 23 years) | \$114,700 | \$52.519 | \$115,583 | \$52.923 |
| 9% (24 + years) | \$117,544 | \$53.820 | \$118,449 | \$54.235 |
| Public Educator | \$109,013 | \$49.915 | \$109,852 | \$50.299 |
| Fire Prevention Officer | | | | |
| 0% (0 – 8 years) Base Rate | \$96,897 | \$44.368 | \$97,643 | \$44.709 |
| 3% (9 – 17 years) | \$99,741 | \$45.669 | \$100,509 | \$46.021 |
| 6% (18 – 23 years) | \$102,584 | \$46.971 | \$103,374 | \$47.332 |
| 9% (24 + years) | \$105,428 | \$48.273 | \$106,240 | \$48.644 |
| FPO – 2 nd Class | \$87,207 | \$39.930 | \$87,878 | \$40.237 |
| FPO – 3 rd Class | \$77,517 | \$35.493 | \$78,114 | \$35.766 |
| FPO – 4 th Class | \$67,824 | \$31.055 | \$68,346 | \$31.294 |
| FPO – Probationer | \$58,142 | \$26.622 | \$58,589 | \$26.827 |
| Firefighter - 1st Class | | | | |
| 0% (0 – 8 years) Base Rate | \$94,793 | \$43.404 | \$95,523 | \$43.738 |
| 3% (9 – 17 years) | \$97,637 | \$44.706 | \$98,389 | \$45.050 |
| 6% (18 – 23 years) | \$100,481 | \$46.008 | \$101,255 | \$46.362 |
| 9% (24 + years) | \$103,325 | \$47.310 | \$104,121 | \$47.674 |
| Firefighter – 2 nd Class | \$85,314 | \$39.064 | \$85,971 | \$39.364 |
| Firefighter - 3 rd Class | \$75,835 | \$34.723 | \$76,419 | \$34.990 |
| Firefighter - 4 th Class | \$66,355 | \$30.383 | \$66,866 | \$30.617 |
| Firefighter – Probationer | \$56,876 | \$26.042 | \$57,314 | \$26.243 |
| Firefighter Cadet 3 rd year | \$66,355 | \$30.383 | \$66,866 | \$30.617 |
| Firefighter Cadet 2 nd year | \$61,616 | \$28.213 | \$62,090 | \$28.430 |
| Firefighter Cadet 1 st year | \$56,876 | \$26.042 | \$57,314 | \$26.243 |
| Support Services Mechanic | | | | |
| 3% (9 – 17 years) | \$94,900 | \$43.489 | \$95,631 | \$43.824 |
| 6% (18 – 23 years) | \$97,665 | \$44.791 | \$98,417 | \$45.136 |
| 9% (24+ years) | \$100,429 | \$46.093 | \$101,202 | \$46.447 |
| Level 4 (0 – 8 years) | \$92,136 | \$42.187 | \$92,846 | \$42.512 |

| | | | | |
|--------------------------------|----------|----------|----------|----------|
| Level 3 | \$87,579 | \$40.101 | \$88,254 | \$40.409 |
| Level 2 | \$82,931 | \$37.972 | \$83,569 | \$38.264 |
| Level 1 | \$78,325 | \$35.863 | \$78,928 | \$36.139 |
| Administrative Clerk – Level 3 | \$54,379 | \$29.878 | \$54,798 | \$30.109 |
| Administrative Clerk – Level 2 | \$51,810 | \$28.467 | \$52,209 | \$28.686 |
| Administrative Clerk – Level 1 | \$49,241 | \$27.055 | \$49,620 | \$27.264 |

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

SCHEDULE "A"

| RANK | Feb. 1, 2018 | | July 1, 2018 | |
|-------------------------------------------|--------------|----------|--------------|----------|
| | Annual | Hourly | Annual | Hourly |
| Platoon Chief | | | | |
| 0% (0 – 8 years) Base Rate | \$118,170 | \$54.107 | \$119,175 | \$54.567 |
| 3% (9 – 17 years) | \$121,076 | \$55.437 | \$122,105 | \$55.908 |
| 6% (18 – 23 years) | \$123,982 | \$56.767 | \$125,036 | \$57.250 |
| 9% (24 + years) | \$126,888 | \$58.098 | \$127,966 | \$58.591 |
| Captain | | | | |
| 0% (0 – 8 years) Base Rate | \$111,390 | \$51.003 | \$112,337 | \$51.436 |
| 3% (9 – 17 years) | \$114,296 | \$52.333 | \$115,267 | \$52.778 |
| 6% (18 – 23 years) | \$117,201 | \$53.663 | \$118,198 | \$54.119 |
| 9% (24 + years) | \$120,107 | \$54.994 | \$121,128 | \$55.461 |
| Training Officer | | | | |
| 0% (0 – 8 years) Base Rate | \$111,390 | \$51.003 | \$112,337 | \$51.436 |
| 3% (9 – 17 years) | \$114,296 | \$52.333 | \$115,267 | \$52.778 |
| 6% (18 – 23 years) | \$117,201 | \$53.663 | \$118,198 | \$54.119 |
| 9% (24 + years) | \$120,107 | \$54.994 | \$121,128 | \$55.461 |
| Public Educator | \$111,390 | \$51.003 | \$112,337 | \$51.436 |
| Fire Prevention Officer | | | | |
| 0% (0 – 8 years) Base Rate | \$99,010 | \$45.335 | \$99,852 | \$45.720 |
| 3% (9 – 17 years) | \$101,916 | \$46.664 | \$102,782 | \$47.061 |
| 6% (18 – 23 years) | \$104,822 | \$47.995 | \$105,713 | \$48.403 |
| 9% (24 + years) | \$107,727 | \$49.325 | \$108,643 | \$49.744 |
| FPO – 2 nd Class | \$89,109 | \$40.800 | \$89,866 | \$41.147 |
| FPO – 3 rd Class | \$79,208 | \$36.267 | \$79,881 | \$36.575 |
| FPO – 4 th Class | \$69,303 | \$31.731 | \$69,892 | \$32.001 |
| FPO – Probationer | \$59,409 | \$27.202 | \$59,914 | \$27.433 |
| Firefighter - 1st Class | | | | |
| 0% (0 – 8 years) Base Rate | \$96,861 | \$44.350 | \$97,684 | \$44.727 |
| 3% (9 – 17 years) | \$99,767 | \$45.681 | \$100,615 | \$46.069 |
| 6% (18 – 23 years) | \$102,672 | \$47.011 | \$103,545 | \$47.410 |
| 9% (24 + years) | \$105,578 | \$48.342 | \$106,476 | \$48.752 |
| Firefighter – 2 nd Class | \$87,175 | \$39.915 | \$87,916 | \$40.254 |
| Firefighter - 3 rd Class | \$77,489 | \$35.480 | \$78,147 | \$35.781 |
| Firefighter - 4 th Class | \$67,803 | \$31.045 | \$68,379 | \$31.309 |
| Firefighter – Probationer | \$58,116 | \$26.610 | \$58,610 | \$26.836 |
| Firefighter Cadet 3 rd year | \$67,803 | \$31.045 | \$68,379 | \$31.309 |
| Firefighter Cadet 2 nd year | \$62,959 | \$28.827 | \$63,495 | \$29.072 |
| Firefighter Cadet 1 st year | \$58,116 | \$26.610 | \$58,610 | \$26.836 |
| Support Services Mechanic | | | | |
| 3% (9 – 17 years) | \$96,970 | \$44.437 | \$97,794 | \$44.815 |
| 6% (18 – 23 years) | \$99,795 | \$45.767 | \$100,643 | \$46.156 |
| 9% (24+ years) | \$102,619 | \$47.097 | \$103,491 | \$47.498 |
| Level 4 (0 – 8 years) | \$94,146 | \$43.107 | \$94,946 | \$43.473 |

| | | | | |
|--------------------------------|----------|----------|----------|----------|
| Level 3 | \$89,489 | \$40.975 | \$90,250 | \$41.323 |
| Level 2 | \$84,739 | \$38.800 | \$85,459 | \$39.129 |
| Level 1 | \$80,033 | \$36.645 | \$80,713 | \$36.956 |
| Administrative Clerk – Level 3 | \$55,565 | \$30.530 | \$56,037 | \$30.790 |
| Administrative Clerk – Level 2 | \$52,940 | \$29.088 | \$53,390 | \$29.335 |
| Administrative Clerk – Level 1 | \$50,314 | \$27.645 | \$50,742 | \$27.880 |

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

SCHEDULE "A"

| RANK | Jan. 1, 2019 | |
|-------------------------------------------|--------------|----------|
| | Annually | Hourly |
| Platoon Chief | | |
| 0% (0 – 8 years) Base Rate | \$122,105 | \$55.909 |
| 3% (9 – 17 years) | \$125,036 | \$57.251 |
| 6% (18 – 23 years) | \$127,966 | \$58.592 |
| 9% (24 + years) | \$130,897 | \$59.934 |
| Training Officer | | |
| 0% (0 – 8 years) Base Rate | \$122,105 | \$55.909 |
| 3% (9 – 17 years) | \$125,036 | \$57.251 |
| 6% (18 – 23 years) | \$127,966 | \$58.592 |
| 9% (24 + years) | \$130,897 | \$59.934 |
| Captain | | |
| 0% (0 – 8 years) Base Rate | \$114,290 | \$52.331 |
| 3% (9 – 17 years) | \$117,221 | \$53.672 |
| 6% (18 – 23 years) | \$120,151 | \$55.014 |
| 9% (24 + years) | \$123,082 | \$56.356 |
| Public Educator | \$112,337 | \$51.436 |
| Fire Prevention Officer | | |
| 0% (0 – 8 years) Base Rate | \$107,452 | \$49.200 |
| 3% (9 – 17 years) | \$110,383 | \$50.542 |
| 6% (18 – 23 years) | \$113,313 | \$51.883 |
| 9% (24 + years) | \$116,244 | \$53.225 |
| FPO – 2 nd Class | \$87,916 | \$40.254 |
| FPO – 3 rd Class | \$78,147 | \$35.782 |
| FPO – 4 th Class | \$68,379 | \$31.309 |
| FPO – Probationer | \$58,610 | \$26.836 |
| Fire Prevention & Planning | \$73,263 | \$33.545 |
| Firefighter - 1st Class | | |
| 0% (0 – 8 years) Base Rate | \$97,684 | \$44.727 |
| 3% (9 – 17 years) | \$100,615 | \$46.069 |
| 6% (18 – 23 years) | \$103,545 | \$47.411 |
| 9% (24 + years) | \$106,476 | \$48.752 |
| Firefighter – 2 nd Class | \$87,916 | \$40.254 |
| Firefighter - 3 rd Class | \$78,147 | \$35.782 |
| Firefighter - 4 th Class | \$68,379 | \$31.309 |
| Firefighter – Probationer | \$58,610 | \$26.836 |
| Firefighter Cadet 3 rd year | \$68,379 | \$31.309 |
| Firefighter Cadet 2 nd year | \$63,495 | \$29.073 |
| Firefighter Cadet 1 st year | \$58,610 | \$26.836 |
| Supp. Serv. Mechanical Officer | | |
| 3% (9 – 17 years) | \$115,267 | \$52.778 |
| 6% (18 – 23 years) | \$118,198 | \$54.120 |
| 9% (24+ years) | \$121,128 | \$55.461 |

| | | |
|----------------------------------|-----------|----------|
| Level 4 (0 – 8 years) | \$112,337 | \$51.436 |
| Level 3 | \$109,406 | \$50.094 |
| Level 2 | \$104,522 | \$47.858 |
| Level 1 | \$99,638 | \$45.622 |
| Support Services Mechanic | | |
| 3% (9 – 17 years) | \$97,876 | \$44.815 |
| 6% (18 – 23 years) | \$100,806 | \$46.156 |
| 9% (24+ years) | \$103,735 | \$47.498 |
| Level 4 (0 – 8 years) | \$94,946 | \$43.473 |
| Level 3 | \$90,250 | \$41.323 |
| Level 2 | \$85,459 | \$39.129 |
| Level 1 | \$80,713 | \$36.956 |
| Administrative Clerk - Level 3 | \$56,037 | \$30.790 |
| Administrative Clerk - Level 2 | \$53,390 | \$29.335 |
| Administrative Clerk - Level 1 | \$50,742 | \$27.880 |

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

SCHEDULE "B"

2015 Work Schedule – 42 Hour Work Week

| | | <u>DEC 28, 2014</u> | <u>JAN 4, 2015</u> | <u>JAN 11</u> | <u>JAN 18</u> | <u>JAN 25</u> | <u>FEB 1</u> | <u>FEB 8</u> | <u>FEB 15</u> |
|---|--|---------------------|--------------------|----------------|-----------------|-----------------|--------------------|---------------------|---------------------|
| D | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| N | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |
| | | <u>FEB 22</u> | <u>MARCH 1</u> | <u>MARCH 8</u> | <u>MARCH 15</u> | <u>MARCH 22</u> | <u>MARCH 29</u> | <u>APRIL 5</u> | <u>APRIL 12</u> |
| D | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |
| N | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| | | <u>APRIL 19</u> | <u>APRIL 26</u> | <u>MAY 3</u> | <u>MAY 10</u> | <u>MAY 17</u> | <u>MAY 24</u> | <u>MAY 31</u> | <u>JUNE 7</u> |
| D | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| N | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |
| | | <u>JUNE 14</u> | <u>JUNE 21</u> | <u>JUNE 28</u> | <u>JULY 5</u> | <u>JULY 12</u> | <u>JULY 19</u> | <u>JULY 26</u> | <u>AUG 2</u> |
| D | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |
| N | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| | | <u>AUG 9</u> | <u>AUG 16</u> | <u>AUG 23</u> | <u>AUG 30</u> | <u>SEPT 6</u> | <u>SEPT 13</u> | <u>SEPT 20</u> | <u>SEPT 27</u> |
| D | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| N | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |
| | | <u>OCT 4</u> | <u>OCT 11</u> | <u>OCT 18</u> | <u>OCT 25</u> | <u>NOV 1</u> | <u>NOV 8</u> | <u>NOV 15</u> | <u>NOV 22</u> |
| D | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |
| N | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| | | <u>NOV 29</u> | <u>DEC 6</u> | <u>DEC 13</u> | <u>DEC 20</u> | <u>DEC 27</u> | <u>JAN 3, 2016</u> | <u>JAN 10, 2016</u> | <u>JAN 17, 2016</u> |
| D | | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCB BBB |
| N | | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA |

SCHEDULE "B"

2016 Work Schedule – 42 Hour Work Week

| | DEC 27, 2015 | JAN 3, 2016 | JAN 10 | JAN 17 | JAN 24 | JAN 31 | FEB 7 | FEB 14 |
|---|--------------|-------------|---------|----------|----------|-------------|-------------|--------------|
| D | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| N | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |
| | FEB 21 | FEB 28 | MARCH 6 | MARCH 13 | MARCH 20 | MARCH 27 | APRIL 3 | APRIL 10 |
| D | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |
| N | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| | APRIL 17 | APRIL 24 | MAY 1 | MAY 8 | MAY 15 | MAY 22 | MAY 29 | JUNE 5 |
| D | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| N | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |
| | JUNE 12 | JUNE 19 | JUNE 26 | JULY 3 | JULY 10 | JULY 17 | JULY 24 | JULY 31 |
| D | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |
| N | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| | AUG 7 | AUG 14 | AUG 21 | AUG 28 | SEPT 4 | SEPT 11 | SEPT 18 | SEPT 25 |
| D | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| N | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |
| | OCT 2 | OCT 9 | OCT 16 | OCT 23 | OCT 30 | NOV 6 | NOV 13 | NOV 20 |
| D | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |
| N | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| | NOV 27 | DEC 4 | DEC 11 | DEC 18 | DEC 25 | JAN 1, 2017 | JAN 8, 2017 | JAN 15, 2017 |
| D | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC |
| N | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD |

SCHEDULE "B"

2017 Work Schedule – 42 Hour Work Week

| | JAN 1, 2017 | JAN 8, | JAN 15, | JAN 22 | JAN 29 | FEB 5 | FEB 12 | FEB 19 |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|-----------------|
| D | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB |
| N | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA |
| | | | | | | | | |
| | <u>FEB 26</u> | <u>MARCH 5</u> | <u>MARCH 12</u> | <u>MARCH 19</u> | <u>MARCH 26</u> | <u>APRIL 2</u> | <u>APRIL 9</u> | <u>APRIL 16</u> |
| D | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA |
| N | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB |
| | | | | | | | | |
| | <u>APRIL 23</u> | <u>APRIL 30</u> | <u>MAY 7</u> | <u>MAY 14</u> | <u>MAY 21</u> | <u>MAY 28</u> | <u>JUNE 4</u> | <u>JUNE 11</u> |
| D | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB |
| N | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA |
| | | | | | | | | |
| | <u>JUNE 18</u> | <u>JUNE 25</u> | <u>JULY 2</u> | <u>JULY 9</u> | <u>JULY 16</u> | <u>JULY 23</u> | <u>JULY 30</u> | <u>AUG 6</u> |
| D | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA |
| N | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB |
| | | | | | | | | |
| | <u>AUG 13</u> | <u>AUG 20</u> | <u>AUG 27</u> | <u>SEPT 3</u> | <u>SEPT 10</u> | <u>SEPT 17</u> | <u>SEPT 24</u> | <u>OCT 1</u> |
| D | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB |
| N | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA |
| | | | | | | | | |
| | <u>OCT 8</u> | <u>OCT 15</u> | <u>OCT 22</u> | <u>OCT 29</u> | <u>NOV 5</u> | <u>NOV 12</u> | <u>NOV 19</u> | <u>NOV 26</u> |
| D | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA |
| N | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | CCBBBBD | DDDAAAA | CCCCBBB |
| | | | | | | | | |
| | <u>DEC 3</u> | <u>DEC 10</u> | <u>DEC 17</u> | <u>DEC 24</u> | <u>DEC 31</u> | | | |
| D | ACCCCCBB | BBDDDDA | AAACCCC | BBBBDDD | DAAAACC | | | |
| N | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC | CBBBBDD | | | |

SCHEDULE "B"

2018 Work Schedule – 42 Hour Work Week

| | | | | | | | | |
|---|-----------------|----------|----------|----------|----------|---------|---------|----------|
| A | <u>DEC 31</u> | JAN 7 | JAN 14 | JAN 21 | JAN 28 | FEB 4 | FEB 11 | FEB 18 |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D AAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC |
| D | N CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD |
| A | <u>FEB 25</u> | MARCH 4 | MARCH 11 | MARCH 18 | MARCH 25 | APRIL 1 | APRIL 8 | APRIL 15 |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D CBBBBBD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD |
| D | N DAAAACC | CCBBBBD | DDDDAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC |
| A | <u>APRIL 22</u> | APRIL 29 | MAY 6 | MAY 13 | MAY 20 | MAY 27 | JUNE 3 | JUNE 10 |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D AAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC |
| D | N CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD |
| A | <u>JUNE 17</u> | JUNE 24 | JULY 1 | JULY 8 | JULY 15 | JULY 22 | JULY 29 | AUG 5 |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D CBBBBBD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD |
| D | N DAAAACC | CCBBBBD | DDDDAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC |
| A | <u>AUG 12</u> | AUG 19 | AUG 26 | SEPT 2 | SEPT 9 | SEPT 16 | SEPT 23 | SEPT 30 |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D AAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC |
| D | N CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD |
| A | <u>OCT 7</u> | OCT 14 | OCT 21 | OCT 28 | NOV 4 | NOV 11 | NOV 18 | NOV 25 |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D CBBBBBD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | BBDDDDA | AAACCCC | BBBBDDD |
| D | N DAAAACC | CCBBBBD | DDDDAAA | CCCCBBB | BDDDDAA | AACCCCB | BBBDDDD | AAAACCC |
| A | <u>DEC 2</u> | DEC 9 | DEC 16 | DEC 23 | DEC 30 | | | |
| B | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS | SMTWTFS |
| C | D AAAAACC | CCBBBBD | DDDAAAA | CCCCBBB | BDDDDAA | | | |
| D | N CBBBBDD | DDAAAAC | CCCBBBB | DDDDAAA | ACCCCBB | | | |

SCHEDULE "B"

2019 Work Schedule – 24 Hour Shifts

2019

FIRE SERVICES 24 HOUR SHIFT SCHEDULE

| JANUARY | PTN | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|---------|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|
| | | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR |
| | A | | | | D | D | D | | | | | | | | | | | | | | | | | | | | | | | | | |
| | B | | | N | N | N | N | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C | N | N | N | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | D | D | D | D | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

2019

| FEBRUARY | PTN | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | | |
|----------|-----|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|----------------|--|--|
| | | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR <td></td> | | |
| | A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

2019

| MARCH | PTN | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|-------|-----|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|
| | | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN |
| | A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

2019

| APRIL | PTN | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|-------|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|----|----|
| | | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | | |
| | A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

2019

| MAY | PTN | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|-----|-----|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|
| | | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI |
| | A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

2019

| JUNE | PTN | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|-----|------|-----|------|-----|-----|-----|
| | | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN | MON | TUES | WED | THUR | FRI | SAT | SUN |
| | A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SCHEDULE "B"

2019 Work Schedule (Continued) – 24 Hour Shifts

2019

FIRE SERVICES 24 HOUR SHIFT SCHEDULE

LETTER OF UNDERSTANDING

Transfer of Personnel

1. The Corporation agrees to the annual realignment of platoons for the purpose of vacation selection and acting ranks in accordance with a employees seniority.
2. The Corporation shall have the right to temporarily transfer the junior man in each platoon who is on duty at the time the reassignment is required.
3. In the application of this right to temporary transfer it is agreed it will apply only to transfers from Platoon A to B or Platoon B to A or from Platoon C to D or Platoon D to C.
4. In the application of a transfer from Platoon A or B to Platoon C or D, or vice versa, such transfers shall only occur when the absence is known to be for a period of three weeks or more.
5. It is agreed that prior to implementing such transfer as outlined in 4 above, the Chief will meet with the Association and provide the necessary information related to such transfer.
6. It is agreed that where an employee on temporary transfer is required to work more than his regularly scheduled hours such employee will be granted lieu time off with pay for such extra time worked.

Such time off will be scheduled when sufficient personnel is available and once such time off is scheduled it shall not be changed with less than one (1) calendar week notice except by agreement of the employee and the department.

Employees shall be paid out by January 31st at their regular straight time rate of pay for any unused lieu time hours from previous calendar year.

7. It is agreed that no more than two employees from any one platoon will be on temporary transfer at any one time.
8. It is agreed that an employee on temporary transfer shall be allowed to take his vacation as scheduled.

AGREED TO THIS 17th DAY OF March, 2014

ON BEHALF
THE ASSOCIATION

"Robert Greve"

"Marty Kenopic"

"Richard Bishop"

"David Kochanowski"

ON BEHALF OF
THE CITY

Peter Niro

"Marcel Provenzano"

"Frank Brescacin"

"Paul Milosevich"

LETTER OF UNDERSTANDING

Communications Operator

The City agrees to establish a cadet system to perform the duties of Communications Operator which shall be the entry position into the Firefighting services.

As it is the interest of the City to utilize cadets as both Communications Operators and as firefighters, as necessary, the entry requirements for a cadet will be the same as applied to firefighters.

The City agrees to hire cadets to fill the Communications position at the following rates:

| | | |
|----------------------|---|-----------------------------------------------|
| 1 st year | - | 60% of 1 st class firefighter rate |
| 2 nd year | - | 65% of 1 st class firefighter rate |
| 3 rd year | - | 70% of 1 st class firefighter rate |

An employee shall remain as a Communications Operator until such time as a vacancy occurs for a firefighter and then the senior qualified communications operator shall be assigned as a fourth class firefighter.

A new employee shall be on probation for the first twelve months of employment; a maximum of six (6) months shall be served as Probationary Communication Operator and the remainder of the twelve (12) months as a Probationary Firefighter.

The termination of employment during any such probation periods shall not be the subject of a grievance.

Communications operators will be assigned to firefighting duties to fill temporary vacancies as required and shall be paid at their regular rate of pay.

A regular firefighter who is capable of performing light duty shall be assigned temporarily to the Communications Operator position at his regular rate of pay. In the event of a dispute over the ability of a employee to perform such duties, the final determination will be based on medical evidence.

AGREED TO THIS 16th DAY OF April, 2016

ON BEHALF
THE ASSOCIATION

"Rob Greve"

"Richard Bishop"

"Murray McGrath"

ON BEHALF OF
THE CITY

"Marcel Provenzano"

"Frank Brescacin"

"Peter Niro"

LETTER OF UNDERSTANDING

Health & Safety Committee

It is mutually agreed that the parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees.

The City will make all reasonable provision for the safety and protection of the health of the employees.

The Union agrees that a Worker Representative(s) will be selected for participation in the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

The Union agrees Worker members of the Committee will attend and participate in Joint Health and Safety meetings in accordance with the Occupational Health and Safety Act.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-150

TRAFFIC: (T2) A by-law to amend Traffic By-law 77-200 (Schedule "C").

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. BY-LAW 77-200 AMENDED

By-law 77-200 is amended by deleting Schedule "C" and inserting Schedule C attached to By-law 2021-150 hereto.

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da **LEGAL\STAFF\COUNCIL\BY-LAWS\TRAFFIC BY-LAWS\2021\2021-150 REPLACE SCHEDULEC.DOC**

Schedule "C"

Bus Stops (Section 17)

June 3, 2021

| Route No. | Route | Bus Stop No. | Street | At |
|-----------|----------|--------------|------------------------|----------------|
| 1. | Eastside | 1.1. | Queen Street East | 160 Terminal |
| | | 1.2. | Albert Street East | Civic No. 317 |
| | | 1.3. | Albert Street East | Civic No. 408 |
| | | 1.4. | Albert Street East | Civic No. 469 |
| | | 1.5. | Albert Street East | Civic No. 513 |
| | | 1.6. | Albert Street East | Civic No. 644 |
| | | 1.7. | Albert Street East | Civic No. 111 |
| | | 1.8. | East Street | Civic No. 91 |
| | | 1.9. | East Street | Civic No. 50 |
| | | 1.10. | Church Street | Civic No. 136 |
| | | 1.11. | Church Street | Civic No. 188 |
| | | 1.12. | Wellington Street East | Civic No. 932 |
| | | 1.13. | Wellington Street East | Civic No. 1059 |
| | | 1.14. | Wellington Street East | Civic No. 1075 |
| | | 1.15. | Wellington Street East | Civic No. 1241 |
| | | 1.16. | Wellington Street East | Civic No. 1271 |
| | | 1.17. | Wellington Street East | Civic No. 316 |
| | | 1.18. | Wellington Street East | Civic No. 130 |
| | | 1.19. | Wellington Street East | Civic No. 1487 |
| | | 1.20. | Wellington Street East | Civic No. 1533 |
| | | 1.21. | Wellington Street East | Civic No. 1565 |
| | | 1.22. | Wellington Street East | Civic No. 1593 |
| | | 1.23. | Wellington Street East | Civic No. 1643 |
| | | 1.24. | Shannon Road | Civic No. 384 |
| | | 1.25. | Bennett Blvd | Civic No. 48 |
| | | 1.26. | Heath Road | Civic No. 3 |
| | | 1.27. | Parr Avenue | Civic No. 5 |
| | | 1.28. | Boundary Road | Civic No. 288 |
| | | 1.29. | Boundary Road | Civic No. 366 |
| | | 1.30. | Boundary Road | Civic No. 424 |
| | | 1.31. | Boundary Road | Civic No. 472 |
| | | 1.32. | South Market Street | Civic No. 172 |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Eastside | Bus Stop No. | Street | At |
|--------------|-------------------|--------------------|------------------------|----------------|
| 1. | | 1.33. | South Market Street | Pole No. 19856 |
| | | 1.34. | South Market Street | Pole No. 19861 |
| | | 1.35. | Manitou Drive | Civic No. 2 |
| | | 1.36. | Farquhar Street | Civic No. 76 |
| | | 1.37. | Manitou Drive | Civic No. 38 |
| | | 1.38. | Manitou Drive | Civic No. 66 |
| | | 1.39. | Manitou Drive | Civic No. 92 |
| | | 1.40. | Manitou Drive | Civic No. 136 |
| | | 1.41. | Manitou Drive | Civic No. 166 |
| | | 1.42. | Lawson Avenue | Civic No. 39 |
| | | 1.43. | Lawson Avenue | Civic No. 99 |
| | | 1.44. | Anna Street | Civic No. 176 |
| | | 1.45. | Anna Street | Civic No. 124 |
| | | 1.46. | Adeline Avenue | Civic No. 88 |
| | | 1.47. | Farquhar Street | Civic No. 164 |
| | | 1.48. | Adeline Avenue | Civic No. 11 |
| | | 1.49. | Trunk Road | Civic No. 743 |
| | | 1.50. | Trunk Road | Civic No. 819 |
| | | 1.51. | Dacey Road | Civic No. 397 |
| | | 1.52. | Dacey Road | Civic No. 329 |
| | | 1.53. | Dacey Road | Civic No. 271 |
| | | 1.54. | Chambers Avenue | Civic No. 440 |
| | | 1.55. | Chambers Avenue | Civic No. 410 |
| | | 1.56. | Chambers Avenue | Civic No. 364 |
| | | 1.57. | Chambers Avenue | Civic No. 328 |
| | | 1.58. | Chambers Avenue | Civic No. 278 |
| | | 1.59. | Chambers Avenue | Civic No. 220 |
| | | 1.60. | Chambers Avenue | Civic No. 178 |
| | | 1.61. | Chambers Avenue | Civic No. 114 |
| | | 1.62. | Chambers Avenue | Civic No. 72 |
| | | 1.63. | Chambers Avenue | Civic No. 28 |
| | | 1.64. | Bennett Blvd | Civic No. 48 |
| | | 1.65. | Wellington Street East | Civic No. 1674 |
| | | 1.66. | Wellington Street East | Civic No. 1616 |
| | | 1.67. | Wellington Street East | Civic No. 1572 |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Eastside | Bus Stop No. | Street | At |
|----------------------|------------------------------------------|-----------------------------|------------------------|--------------------------------|
| 1. | | 1.68. | Wellington Street East | Civic No. 1532 |
| | | 1.69. | Wellington Street East | Civic No. 1496 |
| | | 1.70. | Wellington Street East | Civic No. 1416 |
| | | 1.71. | Wellington Street East | Civic No. 1294 |
| | | 1.72. | Wellington Street East | Civic No. 1236 |
| | | 1.73. | Wellington Street East | Civic No. 1096 |
| | | 1.74. | Wellington Street East | Civic No. 1052 |
| | | 1.75. | Wellington Street East | Civic No. 980 |
| | | 1.76. | Pim Street | Civic No. 171 |
| | | 1.77. | Pim Street | Civic No. 125 |
| | | 1.78. | Queen Street East | Civic No. 826 |
| | | 1.79. | Queen Street East | Civic No. 762 |
| | | 1.80. | Brock Street | Civic No. 79 |
| | | 1.81. | Bay Street | 615 Drop In Centre |
| | | 1.82. | Foster Drive | 70 Bondar Place |
| | | 1.83. | Bay Street | 421 Station Tower |
| | | 1.84. | Bay Street | 293 Galaxy Cinema |
| | | 1.85. | Bay Street | 293 Station Mall |
| | | 1.86. | St. Mary's River Drive | 49 Station 49 |
| Route No. | Route Great Northern Road | Bus Stop No. | Street | At |
| 2. | | 2.1. | Queen Street East | Civic No. 160 Terminal |
| | | 2.2. | Bay Street | Civic No. 293 Station Mall |
| | | 2.3. | East Street | Civic No. 70 |
| | | 2.4. | East Street | Civic No. 138 Albert Street |
| | | 2.5. | Wellington Street East | Civic No. 749 Pilgrim Street |
| | | 2.6. | Wellington Street East | Civic No. 894 Church Street |
| | | 2.7. | Pim Street | Civic No. 274 Summit Avenue |
| | | 2.8. | Pim Street | Civic No. 304 Borron Avenue |
| | | 2.9. | Pim Street | Civic No. 354 MacDonald Avenue |
| | | 2.10. | Pim Street | Civic No. 386 Oakwood Drive |
| | | 2.11. | Pim Street | Civic No. 410 |
| | | 2.12. | Great Northern Road | Civic No. 44 Canadian Tire |
| | | 2.13. | Great Northern Road | Civic No. 44 Cambrian Mall |

Schedule "C"**Bus Stops
(Section 17)**

| Route No. | Route Great Northern Road | Bus Stop No. | Street | At | |
|------------------|--------------------------------------------|---------------------|----------------------|----------------|-------------------------------|
| 2. | | 2.14. | Great Northern Road | Civic No. 96 | Royal Canadian Legion |
| | | 2.15. | Great Northern Road | Civic No. 154 | Malabar Drive |
| | | 2.16. | Great Northern Road | Civic No. 210 | Laurentian Drive |
| | | 2.17. | Northern Avenue East | Civic No. 361 | |
| | | 2.18. | Northern Avenue East | Civic No. 443 | Northern Transfer Point |
| | | 2.19. | Second Line East | Civic No. 850 | Pine Street |
| | | 2.20. | Second Line East | Civic No. 760 | Aurora's |
| | | 2.21. | Great Northern Road | Civic No. 446 | Walmart |
| | | 2.22. | Great Northern Road | Civic No. 516 | Giovanni's |
| | | 2.23. | Great Northern Road | Civic No. 548 | |
| | | 2.24. | Great Northern Road | Civic No. 656 | Terrance Ave |
| | | 2.25. | Great Northern Road | Civic No. 724 | Killarney Road |
| | | 2.26. | Great Northern Road | Civic No. 775 | Old Tendercare |
| | | 2.27. | Great Northern Road | Civic No. 628 | Circle K Northwood |
| | | 2.28. | Great Northern Road | Civic No. 942 | Funeral Home |
| | | 2.29. | Great Northern Road | Civic No. 996 | Flying J |
| | | 2.30. | Great Northern Road | Civic No. 1076 | Gino's Restaurant |
| | | 2.31. | Great Northern Road | Civic No. 1124 | Maitland Ford |
| | | 2.32. | Great Northern Road | Civic No. 1230 | Lakeway Trucking |
| | | 2.33. | Great Northern Road | Civic No. 1324 | Grand Gardens Construction |
| | | 2.34. | Great Northern Road | Civic No. 1245 | Equipment |
| | | 2.35. | Great Northern Road | Civic No. 1187 | Lento's Rivercity Motor |
| | | 2.36. | Great Northern Road | Civic No. 1133 | Sports |
| | | 2.37. | Great Northern Road | Civic No. 897 | TMS Lukenda Drive |
| | | 2.38. | Great Northern Road | | Beside OPP Great Northern |
| | | 2.39. | Great Northern Road | Civic No. 659 | A&W |
| | | 2.40. | Great Northern Road | Civic No. 539 | Soo Mill |
| | | 2.41. | Great Northern Road | | Future Pino's |
| | | 2.42. | Great Northern Road | Civic No. 345 | Staples |

Schedule "C"

**Bus Stops
(Section 17)**

| Route No. | Route | Bus Stop No. | Street | At |
|----------------------|---------------------|-----------------------------|---------------------|----------------------------|
| 2. | Great Northern Road | 2.43. | Great Northern Road | Civic No. 361 |
| | | | | Northern Transfer Point |
| | | 2.44. | Great Northern Road | Civic No. 443 |
| | | 2.45. | Great Northern Road | Civic No. 370 |
| | | 2.46. | Great Northern Road | Civic No. 229 |
| | | 2.47. | Great Northern Road | Civic No. 153 |
| | | 2.48. | Great Northern Road | Civic No. 111 |
| | | 2.49. | Great Northern Road | Civic No. 59 |
| | | | | Cambrian Mall Across from |
| | | 2.50. | Great Northern Road | Civic No. 27 |
| | | 2.51. | Pim Street | Civic No. 475 |
| | | 2.52. | Pim Street | Civic No. 415 |
| | | 2.53. | Pim Street | Civic No. 383 |
| | | 2.54. | Pim Street | Civic No. 323 |
| | | 2.55. | Pim Street | Civic No. 295 |
| | | 2.56. | Pim Street | Civic No. 263 |
| | | 2.57. | Pim Street | Civic No. 171 |
| | | 2.58. | Pim Street | Civic No. 125 |
| | | 2.59. | Queen Street East | Civic No. 826 |
| | | | | East Street Precious Blood |
| | | 2.60. | Queen Street East | Civic No. 762 |
| | | 2.61. | Queen Street East | Civic No. 676 |
| | | 2.62. | Queen Street East | Civic No. 612 |
| | | 2.63. | Queen Street East | Civic No. 500 |
| | | 2.64. | Queen Street East | Civic No. 446 |
| | | 2.65. | Queen Street East | Civic No. 356 |
| | | 2.66. | Queen Street East | Civic No. 250 |
| | | 2.67. | Queen Street East | Civic No. 160 |
| | | | | Terminal |
| Route No. | Route | Bus Stop No. | Street | At |
| 3. | Korah Road | 3.1. | Queen Street East | Civic No. 160 |
| | | 3.2. | Queen Street West | Civic No. 36 |
| | | | | Casino |

Schedule "C"**Bus Stops
(Section 17)**

| Route No. | Route Korah Road | Bus Stop No. | Street | At |
|----------------------|-----------------------------|-----------------------------|--------------------|-------------------------------------------|
| 3. | | | | Etienne Brule School at John Street |
| | | 3.3. | Queen Street West | Civic No. 226 |
| | | 3.4. | Queen Street West | Civic No. 270 |
| | | 3.5. | Queen Street West | Civic No. 414 |
| | | 3.6. | Queen Street West | Civic No. 620 |
| | | 3.7. | West Street | Civic No. 104 |
| | | 3.8. | Albert Street West | Civic No. 669 |
| | | 3.9. | Albert Street West | Civic No. 615 |
| | | 3.10. | Albert Street West | Civic No. 437 |
| | | 3.11. | Albert Street West | Civic No. 358 |
| | | 3.12. | Huron Street | Civic No. 176 |
| | | 3.13. | | Cathcart at Carmen's |
| | | 3.14. | Lyons Ave | Sherbourne Street Across from Street |
| | | 3.15. | Wallace Terr. | Plant |
| | | 3.16. | Korah Road | Civic No. 288 |
| | | 3.17. | Korah Road | Civic No. 336 |
| | | 3.18. | Korah Road | Civic No. 366 |
| | | 3.19. | Korah Road | Civic No. 452 |
| | | 3.20. | Korah Road | Second Line West |
| | | 3.21. | Korah Road | Hampton Road |
| | | 3.22. | Korah Road | Civic No. 592 |
| | | 3.23. | Korah Road | Doncaster Avenue |
| | | 3.24. | Korah Road | Cheshire Road |
| | | 3.25. | Rossmore Road | Civic No. 718 |
| | | 3.26. | Farwell Terrace | Civic No. 225 |
| | | 3.27. | Farwell Terrace | Murton Avenue |
| | | 3.28. | Farwell Terrace | Civic No. 684 |
| | | 3.29. | Farwell Terrace | Civic No. 592 |
| | | 3.30. | Second Line West | Devon Road |
| | | 3.31. | Farwell Terrace | Raymond Drive |
| | | 3.32. | Farwell Terrace | Second Line West |
| | | 3.33. | Peoples Road | Johnson Avenue |
| | | | | Churchill Avenue |
| | | | | Moody Street |
| | | | | Churchill Avenue |
| | | | | Churchill Avenue |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Korah Road | Bus Stop No. | Street | At |
|--------------|---------------------|--------------------|----------------------|----------------------------------------------|
| 3. | | 3.34. | Peoples Road | Civic No. 956 Penno Road |
| | | 3.35. | Peoples Road | Civic No.1086 Fairview Avenue |
| | | 3.36. | Third Line East | Civic No. 1158 Third Line East |
| | | 3.37. | Third Line East | Civic No. 73 Beaumont Avenue |
| | | 3.38. | Third Line East | Civic No. 153 Balsam Lane Old Goulais Bay |
| | | 3.39. | Third Line East | Civic No. 195 Road |
| | | 3.40. | Old Goulais Bay Road | Civic No. 30 |
| | | 3.41. | Old Goulais Bay Road | Civic No. 161 |
| | | 3.42. | Old Goulais Bay Road | Civic No. 267 |
| | | 3.43. | Old Goulais Bay Road | Civic No.336 Fourth Line East |
| | | 3.44. | Fourth Line East | Civic No.115 |
| | | 3.45. | Fourth Line East | Civic No. 27 Peoples Road |
| | | 3.46. | Peoples Road | Civic No. 1475 |
| | | 3.47. | Peoples Road | Civic No.1419 |
| | | 3.48. | Peoples Road | Civic No.1373 |
| | | 3.49. | Peoples Road | Civic No. 1345 Kent Cres. |
| | | 3.50. | Peoples Road | Civic No. 1295 Tallack Boulevard |
| | | 3.51. | Peoples Road | Civic No. 1259 Mayfair Avenue |
| | | 3.52. | Peoples Road | Civic No. 1174 Third Line East |
| | | 3.53. | Peoples Road | Civic No. 1079 Fairview Avenue |
| | | 3.54. | Peoples Road | Civic No. 973 Penno Road |
| | | 3.55. | Peoples Road | Civic No. 891 Elliott Road |
| | | 3.56. | Peoples Road | Civic No. 857 Johnson Avenue |
| | | 3.57. | Peoples Road | Civic No.807 Churchill Avenue |
| | | 3.58. | Second Line West | Civic No. 12 Transfer Location |
| | | 3.59. | Second Line West | Civic No. 56 Uncle Gino's Café |
| | | 3.60. | Second Line West | Civic No. 132 Moody St. |
| | | 3.61. | Farwell Terrace | Civic No. 522 Hampton Rd. |
| | | 3.62. | Farwell Terrace | Civic No. 566 Sussex Rd |
| | | 3.63. | Farwell Terrace | Civic No. 598 Johnson Ave. |
| | | 3.64. | Farwell Terrace | Civic No.632 Cheshire rd. |
| | | 3.65. | Farwell Terrace | Civic No. 692 Rossmore Road |
| | | 3.66. | Rossmore Road | Civic No.222 Murton Avenue |
| | | 3.67. | Rossmore Road | Civic No. 290 Korah Road |

Schedule "C"

Bus Stops (Section 17)

| Route | Route | Bus | | |
|--------------|----------------------|-------------|----------------------|-------------------|
| No. | Korah Road | Stop | | |
| | | No. | Street | At |
| | | 3.68. | Korah Road | Civic No. 679 |
| | | 3.69. | Korah Road | Civic No. 635 |
| | | 3.70. | Korah Road | Civic No. 563 |
| | | 3.71. | Korah Road | Civic No. 519 |
| | | 3.72. | Korah Road | Civic No. 483 |
| | | 3.73. | Korah Road | Civic No. 459 |
| | | 3.74. | Korah Road | Civic No. 395 |
| | | 3.75. | Korah Road | Civic No. 319 |
| | | 3.76. | Korah Road | Civic No. 275 |
| | | 3.77. | Wallace Terr. | Civic No. 547 |
| | | | Lyons Ave and | 1 |
| | | 3.78. | Sherbourne St. | |
| | | 3.79. | Cathcart and Marconi | |
| | | 3.80. | Huron Street | Civic No. 237 |
| | | 3.81. | Albert Street West | Civic No. 320 |
| | | 3.82. | Albert Street West | Civic No. 382 |
| | | 3.83. | Albert Street West | Civic No. 450 |
| | | 3.84. | Albert Street West | Civic No. 588 |
| | | 3.85. | Albert Street West | Civic No. 686 |
| | | 3.86. | West Street | Civic No. 104 |
| | | 3.87. | Queen Street West | Civic No. 581 |
| | | 3.88. | Queen Street West | Civic No. 473 |
| | | 3.89. | Queen Street West | Civic No. 395 |
| | | 3.90. | Huron Street | Civic No. 111 |
| | | 3.91. | Bay Street | Civic No. 30 |
| | | 3.92. | Dennis Street | Civic No. 60 |
| Route | Route | Bus | | |
| No. | Sault College | Stop | | |
| | | No. | Street | At |
| | | 4.1. | Queen Street East | 160 |
| | | 4.2. | Albert Street East | Civic No. 111 |
| | | 4.3. | Bruce Street | Civic No. 166 |
| | | 4.4. | Bruce Street | Civic No. 218 |
| | | | | Grace Street |
| | | | | Wellington Street |
| | | | | East |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Sault College | Bus Stop No. | Street | At |
|--------------|------------------------|--------------------|----------------------|-----------------------------------------------|
| 4. | | 4.5. | Bruce Street | Civic No. 236 Wilson Street |
| | | 4.6. | Bruce Street | Civic No. 278 Grosvenor Ave. |
| | | 4.7. | Bruce Street | Civic No. 340 Salisbury Ave. |
| | | 4.8. | Bruce Street | Civic No. 372 Gladstone Street. |
| | | 4.9. | Gladstone Ave. | Civic No. 106 Bruce Street |
| | | 4.10. | Gladstone Ave. | Civic No. 136 McNabb Street |
| | | 4.11. | McNabb Street | Civic No. 145 Algoma Family Services |
| | | 4.12. | McNabb Street | Civic No. 205 |
| | | 4.13. | Willow Avenue | Civic No. 12 |
| | | 4.14. | Willow Avenue | Civic No. 76 Cambrian Mall Rome's Independent |
| | | 4.15. | Willow Avenue | Civic No. 124 Grocer |
| | | 4.16. | Willow Avenue | Civic No. 174 Willoughby Street |
| | | 4.17. | Willow Avenue | Civic No. 218 Tilley Road |
| | | 4.18. | Rush Avenue | Civic No. 76 Rush Ave. |
| | | 4.19. | Laurentian Drive | Civic No. 76 Sault College Northern Transfer |
| | | 4.20. | Northern Avenue East | Civic No. 443 Hub |
| | | 4.21. | Pine Street | Civic No. 988 |
| | | 4.22. | Pine Street | Civic No. 934 Pleasant Drive |
| | | 4.23. | Pine Street | Civic No. 881 Tilley Road |
| | | 4.24. | Pine Street | Civic No. 787 Passmore Road |
| | | 4.25. | Pine Street | Civic No. 701 Food Basics McNabb Transfer |
| | | 4.26. | Pine Street | Civic No. 641 Location |
| | | 4.27. | Pine Street | Civic No. 570 Cunningham Road |
| | | 4.28. | Pine Street | Civic No. 466 MacDonald Ave |
| | | 4.29. | Pine Street | Civic No. 408 Armories |
| | | 4.30. | Wellington St. E. | Civic No. 1241 Pine Street |
| | | 4.31. | Wellington St. E. | Civic No. 1271 Elizabeth Street |
| | | 4.32. | Elizabeth Street | Civic No. 280 John Rhodes |
| | | 4.33. | Elizabeth Street | Civic No. 107 Queen Street East |
| | | 4.34. | Queen Street East | Civic No. 1235 Bellevue Park |
| | | 4.35. | Queen Street East | Civic No. 1265 |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Stop | Bus No. | Street | At |
|--------------|---------------|------------|----------------------|-----------------------------------------------------------------------|
| 4. | Sault College | 4.36. | Queen Street East | Civic No. 1301 Lake Street |
| | | 4.37. | Queen Street East | Civic No. 1397 Parkdale Dr. |
| | | 4.38. | Queen Street East | Civic No. 1469 Hugill Street |
| | | 4.39. | Queen Street East | Civic No. 1520 Algoma University |
| | | 4.40. | Queen Street East | Civic No. 1468 Hugill Street |
| | | 4.41. | Queen Street East | Civic No. 1394 Parkdale Drive |
| | | 4.42. | Lake Street | Civic No. 122 McMeeken Street |
| | | 4.43. | Lake Street | Civic No. 170 Mark Street |
| | | 4.44. | Lake Street | Civic No. 222 Harten Street |
| | | 4.45. | Lake Street | Civic No. 282 Churchill Plaza |
| | | 4.46. | Lake Street | Civic No. 350 Trunk Road |
| | | 4.47. | Breton Road | Civic No. 134 |
| | | 4.48. | Breton Road | Civic No. 102 Boston Avenue |
| | | 4.49. | Breton Road | Civic No. 46 Elizabeth Street |
| | | 4.50. | Breton Road | Civic No. 4 Pine Street |
| | | 4.51. | Pine Street | Civic No. 340 |
| | | 4.52. | Pine Street | Civic No. 396 Armories |
| | | 4.53. | Pine Street | Civic No. 470 MacDonald Ave |
| | | 4.54. | Pine Street | Civic No. 498 |
| | | 4.55. | Pine Street | Civic No. 588 Cunningham Road |
| | | 4.56. | Pine Street | Civic No. 700 Food Basics |
| | | 4.57. | Pine Street | Civic No. 800 Passmore Road |
| | | 4.58. | Pine Street | Civic No. 896 |
| | | 4.59. | Pine Street | Civic No. 930 Pleasant Drive |
| | | 4.60. | Pine Street | Civic No. 1006 Northern Ave |
| | | 4.61. | Pine Street | Civic No. 986 |
| | | 4.62. | Northern Avenue East | Civic No. 524 Tadcaster Place |
| | | 4.63. | Northern Avenue East | Civic No. 456 Sault College Willow Avenue at Sault College West |
| | | 4.64. | Kent Avenue | Civic No. 77 Entrance |
| | | 4.65. | Malabar Drive | Civic No. 74 Willow Avenue Willow Ave. at |
| | | 4.66. | Willow Avenue | Civic No. 171 Willoughby Street |
| | | 4.67. | Willow Avenue | Civic No. 83 Cambrian Mall |

Schedule "C"

Bus Stops (Section 17)

| Route | Route | Bus | | |
|--------------|-------------------------|-------------|------------------------|----------------|
| No. | Sault College | Stop | | |
| 4. | | No. | Street | At |
| | | 4.68. | Willow Avenue | Civic No. 12 |
| | | 4.69. | McNabb Street | Civic No. 230 |
| | | 4.70. | Pim Street | Civic No. 475 |
| | | 4.71. | Bruce Street | Civic No. 426 |
| | | 4.72. | Bruce Street | Civic No. 387 |
| | | 4.73. | Bruce Street | Civic No. 333 |
| | | 4.74. | Bruce Street | Civic No. 259 |
| | | 4.75. | Bruce Street | Civic No. 211 |
| | | 4.76. | Wellington Street East | Civic No. 252 |
| | | 4.77. | Dennis Street | Civic No. 183 |
| | | 4.78. | Queen Street East | Civic No. 160 |
| Route | Route | Bus | | |
| No. | Riverside/McNabb | Stop | | |
| 5. | | No. | Street | At |
| | | 5.1. | Queen Street East | Civic No. 160 |
| | | 5.2. | Queen Street West | Civic No. 36 |
| | | 5.3. | Queen Street West | Civic No. 226 |
| | | 5.4. | Huron Street | Civic No. 111 |
| | | 5.5. | Bay Street | Civic No. 30 |
| | | 5.6. | Bay Street | Civic No. 293 |
| | | 5.7. | Bay Street | Civic No. 421 |
| | | 5.8. | Foster Drive | Civic No. 70 |
| | | 5.9. | Foster Drive | Civic No. 99 |
| | | 5.10. | Bay Street | Civic No. 615 |
| | | 5.11. | East Street | Civic No. 50 |
| | | 5.12. | Pim Street | Civic No. 60 |
| | | 5.13. | Queen Street East | Civic No. 903 |
| | | 5.14. | Queen Street East | Civic No. 941 |
| | | 5.15. | Queen Street East | Civic No. 955 |
| | | 5.16. | Queen Street East | Civic No. 1009 |
| | | 5.17. | Queen Street East | Civic No. 1035 |
| | | 5.18. | Queen Street East | Civic No. 1097 |
| | | 5.19. | Queen Street East | Civic No. 1133 |

Schedule "C"**Bus Stops
(Section 17)**

| Route | | | | | |
|--------------|------------------|-------------|------------|-------------------|-----------------------------------------------------|
| No. | Route | Stop | No. | Street | At |
| 5. | Riverside/McNabb | | 5.20. | Queen Street East | Civic No. 1175 Pine Street |
| | | | 5.21. | Queen Street East | Civic No. 1219 Elizabeth Street |
| | | | 5.22. | Queen Street East | Civic No. 1235 Churchill Blvd. |
| | | | 5.23. | Queen Street East | Civic No. 1265 Bellevue Park |
| | | | 5.24. | Queen Street East | Civic No. 1301 Lake Street |
| | | | 5.26. | Queen Street East | Civic No. 1397 Parkdale Drive |
| | | | 5.27. | Queen Street East | Civic No. 1469 Hugill Street |
| | | | 5.28. | Queen Street East | Civic No. 1520 Algoma University |
| | | | 5.29. | Queen Street East | Civic No. 1579 Riverside Drive |
| | | | 5.30. | Queen Street East | Civic No. 1677 Drake Street |
| | | | 5.31. | Queen Street East | Civic No. 1733 Gravelle Street Country Club Golf |
| | | | 5.32. | Queen Street East | Civic No. 1785 Course |
| | | | 5.33. | Queen Street East | Civic No. 1957 Oak Park Cr |
| | | | 5.34. | Queen Street East | Civic No. 2001 Centennial Avenue |
| | | | 5.35. | Queen Street East | Civic No. 2115 Boundary Road |
| | | | 5.36. | Queen Street East | Civic No. 2173 Barber Blvd. |
| | | | 5.37. | Queen Street East | Civic No. 2269 Millwood St. |
| | | | 5.38. | Lorna Drive | Civic No. 1 Lorna Dr. |
| | | | 5.39. | River Road | Civic No. 2 Queen Street East |
| | | | 5.40. | Shoreview Court | Civic No. 35 Amber St. |
| | | | 5.41. | Kerr Drive | Civic No. 3 Queen Street East |
| | | | 5.42. | Queen Street East | Civic No. 2625 Woodlawn Avenue |
| | | | 5.43. | Queen Street East | Civic No. 2651 Dacey Road |
| | | | 5.44. | Dacey Road | Civic No. 148 Hardwood Street |
| | | | 5.45. | Dacey Road | Civic No. 224 Constellation Place |
| | | | 5.46. | Dacey Road | Civic No. 288 Terry Fox Place |
| | | | 5.47. | Dacey Road | Civic No. 344 Eastern Avenue |
| | | | 5.48. | Dacey Road | Civic No. 380 Trunk Road |
| | | | 5.49. | Trunk Road | Civic No. 1007 White Pines School |
| | | | 5.50. | Trunk Road | Civic No. 1163 Queensgate Blvd. |
| | | | 5.51. | Trunk Road | Civic No. 1275 Husky |
| | | | 5.52. | Trunk Road | Civic No. 1419 McKevitt Trucking |
| | | | 5.53. | Trunk Road | Civic No. 1335 |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route | Bus Stop No. | Street | At |
|--------------|------------------|--------------------|------------------|----------------------------------------------|
| 5. | Riverside/McNabb | 5.54. | Trunk Road | Civic No. 1473 Fournier Road |
| | | 5.55. | Trunk Road | Civic No. 1547 |
| | | 5.56. | Trunk Road | Civic No. 1587 |
| | | 5.57. | Frontenac Street | Civic No. 854 Clements Crossing |
| | | 5.58. | Frontenac Street | Civic No. 784 |
| | | 5.59. | Frontenac Street | Civic No. 738 |
| | | 5.60. | Frontenac Street | Northland Trailer Park |
| | | 5.61. | Frontenac Street | Civic No. 468 Tecumseh Street |
| | | 5.62. | Frontenac Street | Civic No. 436 Sewell's Gas Bar |
| | | 5.63. | Frontenac Street | Civic No. 378 |
| | | 5.64. | Frontenac Street | Civic No. 262 Baawating Medical |
| | | 5.65. | Gran Street | Centre Civic No. 200 |
| | | 5.66. | Frontenac Street | Rankin Arena Civic No. 236 |
| | | 5.67. | Frontenac Street | Civic No. 176 |
| | | 5.68. | Frontenac Street | Civic No. 110 Pontiac Street |
| | | 5.69. | Frontenac Street | Civic No. 10 Adeline Avenue |
| | | 5.70. | Shannon Road | Pathways/Shannon Road Civic No. 565 |
| | | 5.71. | Capp Avenue | Road Shannon Road Civic No. 74 |
| | | 5.72. | Capp Avenue | Superior Dodge Civic No. 52 |
| | | 5.73. | Black Road | MacDonald Ave. Civic No. 55 |
| | | 5.74. | MacDonald Avenue | Heritage Place Civic No. 652 |
| | | 5.75. | MacDonald Avenue | Kingsmount Blvd Civic No. 586 |
| | | 5.76. | Lake Street | Kingsmount Blvd Civic No. 508 |
| | | 5.77. | Lake Street | McNabb Street Civic No. 588 |
| | | 5.78. | McNabb Street | Windsor Street Civic No. 592 |
| | | 5.79. | McNabb Street | Linstedt Street St. Bernadette Civic No. 528 |
| | | 5.80. | McNabb Street | School Civic No. 434 |
| | | 5.81. | McNabb Street | Pine Street Civic No. 390 |
| | | 5.82. | McNabb Street | Campbell Avenue Civic No. 306 |
| | | 5.83. | McNabb Street | Willow Avenue Civic No. 264 |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route | Bus Stop No. | Street | At | |
|--------------|------------------|--------------------|--------------------------|---------------|-------------------------------------------------------------|
| 5. | Riverside/McNabb | 5.84. | McNabb Street | Civic No. 230 | Group Health Centre |
| | | 5.85. | Great Northern Road | Civic No. 44 | Canadian Tire |
| | | 5.86. | Great Northern Road | Civic No. 44 | Cambrian Mall |
| | | 5.87. | Willoughby Street | Pole # 06266 | Beside North 82 |
| | | 5.88. | Willoughby Street | Pole # 06261 | |
| | | 5.89. | Willow Avenue | Civic No. 218 | Tilley Rd. |
| | | 5.90. | Rush Avenue | Civic No. 76 | Rush Ave. |
| | | 5.91. | Laurentian Drive | Civic No. 76 | Sault College |
| | | 5.92. | Northern Ave East | Civic No. 370 | Cara Town Houses |
| | | 5.93. | Old Garden River Road | Civic No. 41 | Cara Community |
| | | 5.94. | Old Garden River Road | Civic No. 71 | Second Line East |
| | | 5.95. | Great Northern Road | Civic No. 446 | Walmart Giovanni's |
| | | 5.96. | Great Northern Road | Civic No. 516 | Restaurant |
| | | 5.97. | Great Northern Road | Civic No. 548 | |
| | | 5.98. | Great Northern Road | Civic No. 656 | Terrance Ave. |
| | | 5.99. | Great Northern Road | Civic No. 724 | Killarney Rd. |
| | | 5.100. | Lukenda Drive | | Great Northern Rd. |
| | | 5.101. | Great Northern Road | Civic No. 770 | Sault Area Hospital Beside GNR Retirement driveway |
| | | 5.102. | Lukenda Drive | | |
| | | 5.103. | Great Northern Road | Civic No. 775 | Old Tendercare |
| | | 5.104. | Third Line East | Pole #13936 | Prouse Used Lot |
| | | 5.105. | Industrial Park Crescent | Civic No. 185 | Industrial Court B |
| | | 5.106. | Industrial Park Crescent | Civic No. 142 | Industrial Court A |
| | | 5.107. | Drive In Road | Civic No. 232 | |
| | | 5.108. | Great Northern Road | Civic No. 695 | Northern Road |
| | | 5.109. | Terrance Avenue | Civic No. 11 | |
| | | 5.110. | Terrance Avenue | Civic No. 75 | |
| | | 5.111. | Terrance Avenue | Civic No. 155 | |
| | | 5.112. | Terrance Avenue | Civic No. 221 | |
| | | 5.113. | Old Garden River Road | Civic No. 276 | |
| | | 5.114. | Second Line East | Pole # 08791 | Sault Star |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route | Bus Stop No. | Street | At |
|--------------|------------------|--------------------|---------------------|-----------------------------------------|
| 5. | Riverside/McNabb | 5.115. | Second Line East | Pole # 08799 Pine Street |
| | | 5.116. | Northern Ave East | Northern Transfer Point |
| | | 5.117. | Northern Ave East | Cara Town Houses |
| | | 5.118. | Great Northern Road | Laurentian Drive |
| | | 5.119. | Great Northern Road | Malabar Drive |
| | | 5.120. | Great Northern Road | Laurentian Drive |
| | | 5.121. | Great Northern Road | Malabar Drive |
| | | 5.122. | Great Northern Road | Wawanosh Avenue |
| | | 5.123. | Great Northern Road | Cambrian Mall |
| | | 5.124. | Great Northern Road | Phi Dental Algoma Family Services |
| | | 5.125. | McNabb Street | Brien Avenue |
| | | 5.126. | McNabb Street | Campbell Avenue |
| | | 5.127. | McNabb Street | Pine Street |
| | | 5.128. | McNabb Street | Linstedt Street |
| | | 5.129. | McNabb Street | Windsor Street |
| | | 5.130. | McNabb Street | McNabb Street |
| | | 5.131. | Lake Street | Kingsmount Blvd |
| | | 5.132. | Lake Street | Kingsmount Blvd |
| | | 5.133. | MacDonald Avenue | Heritage Place |
| | | 5.134. | MacDonald Avenue | Civic No. 43 |
| | | 5.135. | Black Road | Pathways/Shannon Road |
| | | 5.136. | Trunk Road | Howard Johnson |
| | | 5.137. | Trunk Road | Moose Lodge |
| | | 5.138. | Trunk Road | Wellington Square |
| | | 5.139. | Trunk Road | Mall |
| | | 5.140. | Trunk Road | Wellington Square |
| | | 5.141. | Trunk Road | Mall |
| | | 5.142. | Trunk Road | Civic No. 631 |
| | | 5.143. | Trunk Road | Civic No. 743 |
| | | 5.144. | Trunk Road | Civic No. 819 |
| | | 5.145. | Trunk Road | Civic No. 939 |
| | | | | Dacey Road |
| | | | | Civic No. 1007 |
| | | | | White Pines School |
| | | | | Civic No. 1163 |
| | | | | Queensgate Blvd. |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route | Bus Stop No. | Street | At |
|--------------|------------------|--------------------|-------------------|----------------------------------|
| 5. | Riverside/McNabb | 5.146. | Trunk Road | Civic No. 1275 Husky |
| | | 5.147. | Trunk Road | Civic No. 1427 |
| | | 5.148. | Trunk Road | Civic No. 1473 Fournier Road |
| | | 5.149. | Fournier Road | Civic No. 21 Trunk Road |
| | | 5.150. | Queen Street East | Civic No. 4222 Fournier Road |
| | | 5.151. | Queen Street East | Civic No. 4156 |
| | | 5.152. | Queen Street East | Civic No. 4048 Talon Avenue |
| | | 5.153. | Queen Street East | Civic No. 4012 Falldien Road |
| | | 5.154. | Falldien Street | Civic No. 85 Parkingworth Place |
| | | 5.155. | River Road | Civic No. 396 Muriel Drive |
| | | 5.156. | River Road | Civic No. 352 Royal York Blvd. |
| | | 5.157. | Dacey Road | Civic No. 20 River Road |
| | | 5.158. | Dacey Road | Civic No. 60 Bay Road |
| | | 5.159. | Queen Street East | Civic No. 2651 Dacey Road |
| | | 5.160. | Williams Street | Civic No. 61 Woodlawn Avenue |
| | | 5.161. | Kerr Drive | Civic No. 3 Kerr Drive |
| | | 5.162. | Copernicus Drive | Civic No. 94 Amber Street |
| | | 5.163. | Copernicus Drive | Civic No. 70 Queen Street East |
| | | 5.164. | Lorna Drive | Civic No. 1 Queen Street East |
| | | | | Millwood |
| | | | | St./Queen Street |
| | | 5.165. | Queen Street East | Civic No. 2200 East |
| | | 5.166. | Queen Street East | Civic No. 2166 Barber Boulevard |
| | | 5.167. | Queen Street East | Civic No. 2100 Boundary Road |
| | | 5.168. | Queen Street East | Civic No. 2000 Centennial Avenue |
| | | 5.169. | Queen Street East | Civic No. 1958 Oak Park Crescent |
| | | | | Country Club Golf |
| | | 5.170. | Queen Street East | Civic No. 1782 Course |
| | | 5.171. | Queen Street East | Civic No. 1744 Gravelle Street |
| | | 5.172. | Queen Street East | Civic No. 1664 Drake Street |
| | | 5.173. | Queen Street East | Civic No. 1600 Shannon Road |
| | | 5.174. | Queen Street East | Civic No. 1520 Algoma University |
| | | 5.175. | Queen Street East | Civic No. 1468 Hugill Street |
| | | 5.176. | Queen Street East | Civic No. 1394 Parkdale Drive |
| | | 5.177. | Queen Street East | Civic No. 1362 Lake Street |

Schedule "C"

Bus Stops (Section 17)

| Route | Route | Bus | | |
|-------|------------------|--------|-------------------|---------------------------------|
| No. | Stop | No. | Street | At |
| 5. | Riverside/McNabb | 5.178. | Queen Street East | Civic No.1300 Bellevue Park |
| | | 5.179. | Queen Street East | Civic No. 1260 Churchill Blvd. |
| | | 5.180. | Queen Street East | Civic No. 1226 Elizabeth Street |
| | | 5.181. | Queen Street East | Civic No.1172 Pine Street |
| | | 5.182. | Queen Street East | Civic No. 1156 Riverview Avenue |
| | | 5.183. | Queen Street East | Civic No.1072 McGregor Avenue |
| | | 5.184. | Queen Street East | Civic No. 1042 Upton Road |
| | | 5.185. | Queen Street East | Civic No. 1028 Leo Street |
| | | 5.186. | Queen Street East | Civic No.974 Simpson Street |
| | | 5.187. | Queen Street East | Civic No. 946 Kohler Street |
| | | 5.188. | Queen Street East | Civic No. 914 Woodward Avenue |
| | | 5.189. | Queen Street East | Civic No. 826 Pim Street |
| | | 5.190. | Queen Street East | Civic No.826 Pilgrim Street |
| | | 5.191. | Queen Street East | Civic No. 762 Precious Blood |
| | | 5.192. | Queen Street East | Civic No.676 East Street |
| | | 5.193. | Queen Street East | Civic No.612 Brock Street |
| | | 5.194. | Queen Street East | Civic No. 500 Spring Street |
| | | 5.195. | Queen Street East | Civic No. 446 March Street |
| | | 5.196. | Queen Street East | Civic No. 356 |
| | | 5.197. | Queen Street East | Civic No. 250 |
| | | 5.198. | Queen Street East | Civic No. 160 Terminal |
| Route | Route | Bus | | |
| No. | Stop | No. | Street | At |
| 6. | North Street A | 6.1. | Queen Street East | Civic No. 160 Terminal |
| | | 6.2. | Queen Street East | Civic No. 2 Gore Street |
| | | 6.3. | Gore Street | Civic No. 162 Albert Street |
| | | 6.4. | Gore Street | Civic No. 120 |
| | | 6.5. | Gore Street | Civic No. 178 Manilla Terrace |
| | | 6.6. | North Street | Civic No. 281 London Street |
| | | 6.7. | North Street | Civic No. 310 Pardee Avenue |
| | | 6.8. | North Street | Civic No. 364 St. Georges |
| | | 6.9. | North Street | Civic No. 418 St. Mary's |
| | | 6.10. | North Street | Civic No. 454 Bloor Street |
| | | 6.11. | North Street | Civic No. 502 Walnut Street |

Schedule "C"**Bus Stops
(Section 17)**

| Route | Route | Bus | | |
|--------------|----------------|------------|------------------------|-------------------|
| No. | Stop | No. | Street | At |
| 6. | North Street A | 6.12. | North Street | Civic No. 2 |
| | | 6.13. | North Street | Strand Avenue |
| | | 6.14. | North Street | Civic No. 590 |
| | | 4.15. | North Street | Northern Avenue E |
| | | 6.16. | White Oak Drive | Civic No. 640 |
| | | 6.17. | Second Line East | White Oak Drive |
| | | 6.18. | Second Line East | AF- Superior |
| | | 6.19. | Second Line East | Heights |
| | | 6.20. | Second Line East | Sackville Rd. |
| | | 6.21. | Second Line East | PUC |
| | | 6.22. | Second Line East | Goodlife Fitness |
| | | 6.23. | Northern Ave East | Pole # 08827 |
| | | 6.24. | Northern Ave East | Water Tower Inn |
| | | 6.25. | Northern Ave East | 6.21. |
| | | 6.26. | Northern Ave East | Pole # 08791 |
| | | 6.27. | Grand Boulevard | Sault Star |
| | | 6.28. | Grand Boulevard | Pole # 08799 |
| | | 6.29. | Grand Boulevard | Pine Street |
| | | 6.30. | Grand Boulevard | Northern Transfer |
| | | 6.31. | Walnut Street | Point |
| | | 6.32. | Wilcox Avenue | Cara Town Houses |
| | | 6.33. | Wilcox Avenue | Civic No. 248 |
| | | 6.34. | Wilcox Avenue | Metro |
| | | 6.35. | Wilcox Avenue | Civic No. 232 |
| | | 6.36. | Wilcox Avenue | Reid Street |
| | | 6.37. | Wilson Street | Pole # 11604 |
| | | 6.38. | Wilson Street | Grandville |
| | | 6.39. | Bruce Street | Civic No. 197 |
| | | 6.40. | Bruce Street | Grand haven |
| | | 6.41. | Wellington Street East | Civic No. 131 |
| | | 6.42. | Dennis Street | Civic No. 81 |
| | | 6.43. | Queen Street East | Grandriver Cres |
| | | | | Civic No. 109 |
| | | | | Pardee Avenue |
| | | | | Civic No. 48 |
| | | | | Walnut Street |
| | | | | Civic No. 90 |
| | | | | Spruce Avenue |
| | | | | Civic No. 136 |
| | | | | Maple Street |
| | | | | Civic No. 176 |
| | | | | Birch Street |
| | | | | Civic No. 377 |
| | | | | Trelawne Avenue |
| | | | | Civic No. 307 |
| | | | | Cedar Street |
| | | | | Civic No. 237 |
| | | | | Bruce Street |
| | | | | Civic No. 211 |
| | | | | Wellington St. E. |
| | | | | Civic No. 252 |
| | | | | Civic No. 183 |
| | | | | Wellington St. E |
| | | | | Civic No. 160 |
| | | | | Terminal |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route North Street B | Bus Stop No. | Street | At |
|--------------|-------------------------|--------------------|-------------------|----------------------------------------------|
| 6. | | 6.1. | Queen Street East | Civic No. 160 Terminal |
| | | 6.2. | Queen Street East | Civic No. 2 Gore Street |
| | | 6.3. | Gore Street | Civic No. 162 Albert Street |
| | | 6.4. | Gore Street | Civic No. 120 |
| | | 6.5. | Gore Street | Civic No. 178 Manilla Terrace |
| | | 6.6. | North Street | Civic No. 281 London Street |
| | | 6.7. | North Street | Civic No. 310 Pardee Ave. |
| | | 6.8. | North Street | Civic No. 364 St. George's Ave. |
| | | 6.9. | North Street | Civic No. 418 St. Mary's |
| | | 6.10. | North Street | Civic No. 454 Bloor Street |
| | | 6.11. | North Street | Civic No. 502 Walnut Street |
| | | 6.12. | Strand Avenue | Civic No. 2 Strand Avenue |
| | | 6.13. | North Street | Civic No. 560 Notre Dame |
| | | 6.14. | North Street | Civic No. 640 Northern Ave. E. |
| | | 6.15. | Northern Ave East | Civic No. 115 Ashley's Furniture |
| | | 6.16. | Northern Ave East | Civic No. 165 Local 800 |
| | | 6.17. | Northern Ave East | Civic No. 199 Reid St. |
| | | 6.18. | Northern Ave East | Civic No. 231 First General Knights of |
| | | 6.19. | Northern Ave East | Civic No. 277 Columbus |
| | | 6.20. | Northern Ave East | Civic No. 293 Dollar Store |
| | | 6.21. | Northern Ave East | Civic No. 361 Pole # 05886 Northern Transfer |
| | | 6.22. | Northern Ave East | Civic No. 443 Point |
| | | 6.23. | Pine Street | Civic No. 988 |
| | | 6.24. | Pine Street | Civic No. 934 Pleasant Drive |
| | | 6.25. | Pleasant Drive | Civic No. 49 Pinemore Blvd. |
| | | 6.26. | 58 Pawating Place | Civic No. 58 Lake Street |
| | | 6.27. | Pentagon Blvd. | Lake Street |
| | | 6.28. | Pentagon Blvd. | Civic No. 211 St. Gerard Majella |
| | | 6.29. | Pleasant Drive | Civic No. 40 Pinemore Blvd. |
| | | 6.30. | Pine Street | Civic No. 986 Northern Transfer |
| | | 6.31. | Northern Ave East | Civic No. 443 Point |
| | | 6.32. | Northern Ave East | Civic No. 370 Cara Town Houses |

Schedule "C"

Bus Stops (Section 17)

| Route | Route | Bus | | |
|--------------|----------------------|------------|------------------------|---------------------------------|
| No. | Stop | No. | Street | At |
| 6. | North Street B | 6.33. | Great Northern Road | Civic No. 229 Laurentian Drive |
| | | 6.34. | Great Northern Road | Civic No. 153 Malabar Drive |
| | | 6.35. | Great Northern Road | Civic No. 111 Wawanosh Avenue |
| | | 6.36. | Great Northern Road | Civic No. 59 Cambrian Mall |
| | | 6.37. | Great Northern Road | Civic No. 27 Canadian Tire |
| | | 6.38. | Pim Street | Civic No. 475 McNabb Street |
| | | 6.39. | Bruce Street | Civic No. 426 |
| | | 6.40. | Bruce Street | Civic No. 387 Gladstone Avenue |
| | | 6.41. | Bruce Street | Civic No. 333 Salisbury Avenue |
| | | 6.42. | Bruce Street | Civic No. 259 Grosvenor Avenue |
| | | 6.43. | Bruce Street | Civic No. 211 Wellington St. E. |
| | | 6.44. | Wellington Street East | Civic No. 252 |
| | | 6.45. | Dennis Street | Civic No. 183 Wellington St. E. |
| | | 6.46. | Queen Street East | Civic No. 160 Terminal |
| Route | Route | Bus | | |
| No. | Stop | No. | Street | At |
| 7. | Steelton/Second line | 7.1. | Queen Street East | Civic No. 160 Terminal |
| | | 7.2. | Queen Street West | Civic No. 36 Casino |
| | | 7.3. | John Street | Civic No. 160 Lane Way |
| | | 7.4. | John Street | Civic No. 236 |
| | | 7.5. | John Street | Civic No. 308 Wellington Street |
| | | 7.6. | John Street | Civic No. 370 Northland Road |
| | | 7.7. | John Street | Civic No. 432 York Street |
| | | 7.8. | John Street | Civic No. 472 Bloor Street |
| | | 7.9. | John Street | Civic No. 520 Kehoe Avenue |
| | | 7.10. | John Street | Civic No. 568 Byrne Avenue |
| | | 7.11. | Conmee Avenue | John Street |
| | | 7.12. | Conmee Avenue | Parliament Street |
| | | 7.13. | Conmee Avenue | Pole # 9995 Northland Road |
| | | 7.14. | Conmee Avenue | Lennox Avenue |
| | | 7.15. | Conmee Avenue | Civic No. 280 Shafer Avenue |
| | | 7.16. | Henrietta Avenue | Wellington Street west |
| | | 7.17. | Henrietta Avenue | Civic No. 58 Patrick Street |

Schedule "C"**Bus Stops
(Section 17)**

| Route No. | Route Steelton/Second line | Bus Stop No. | Street | At |
|----------------------|-------------------------------------------|-----------------------------|-------------------|------------------------------------------------|
| 7. | | 7.18. | Henrietta Avenue | Civic No.106 Gillies Street |
| | | 7.19. | Henrietta Avenue | Civic No. 134 |
| | | 7.20. | Henrietta Avenue | Civic No.166 Franklin Street |
| | | 7.21. | Douglas Street | Civic No. 284 Farwell Terrace |
| | | 7.22. | Douglas Street | Civic No. 328 Korah Road |
| | | 7.23. | Douglas Street | Civic No. 391 Fourth Avenue |
| | | 7.24. | Douglas Street | Civic No.442 Third Avenue |
| | | 7.25. | Douglas Street | Civic No. 490 First Avenue |
| | | 7.26. | Douglas Street | Civic No. 530 Turner Avenue |
| | | 7.27. | Douglas Street | Civic No. 558 Carufel Avenue |
| | | 7.28. | Douglas Street | Civic No. 608 |
| | | 7.29. | Douglas Street | Civic No. 706 Goulais Avenue |
| | | 7.30. | Goulais Avenue | Civic No. 293 |
| | | 7.31. | Goulais Avenue | Civic No. 193 Young Street |
| | | 7.32. | Goulais Avenue | Civic No.131 McAllen Street |
| | | 7.33. | Goulais Avenue | Civic No. 75 Bonney St. Essar Steel at Gate |
| | | 7.34. | Goulais Avenue | Civic No.55 4 |
| | | 7.35. | Goulais Avenue | Civic No. 232 Polish Hall |
| | | 7.36. | Goulais Avenue | Civic No. 284 |
| | | 7.37. | Asquith Street | Civic No. 30 Goulais Avenue |
| | | 7.38. | Asquith Street | Civic No. 40 Spadina Avenue |
| | | 7.39. | Asquith Street | Civic No. 116 Laurier Avenue |
| | | 7.40. | Asquith Street | Civic No. 155 Rowell Avenue |
| | | 7.41. | Wallace Terrace | Civic No. 906 Rowell Avenue |
| | | 7.42. | Wallace Terrace | Civic No. 1014 South Eden |
| | | 7.43. | Allen's Side Road | Civic No. 210 Wallace Terrace |
| | | 7.44. | Ransome Drive | Civic No. 2 Allen's Side Road |
| | | 7.45. | Ransome Drive | Civic No. 40 Rosita Street |
| | | 7.46. | Ellis Road | Civic No. 12 Rosita Street |
| | | 7.47. | Ellis Road | Civic No. 54 Rex Avenue |
| | | 7.48. | Ellis Road | Civic No. 98 Nixon Road |
| | | 7.49. | Nixon Road | Civic No. 362 |
| | | 7.50. | Nixon Road | Civic No. 420 |
| | | 7.51. | Nixon Road | Civic No. 444 Second Line West |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Steelton/Second line | Bus Stop No. | Street | At |
|-----------|----------------------------|--------------|------------------|---------------------------------------|
| 7. | | 7.52. | Second Line West | Civic No. 1167 |
| | | 7.53. | Second Line West | Civic No. 1101 Allen's Side Road |
| | | 7.54. | Second Line West | Civic No. 1025 |
| | | 7.55. | Second Line West | Civic No. 1001 |
| | | 7.56. | Second Line West | Civic No. 899 North Eden |
| | | 7.57. | Second Line West | Civic No. 803 Arden Street |
| | | 7.58. | Second Line West | Civic No. 751 Laurier Avenue |
| | | 7.59. | Second Line West | Civic No. 691 Goulais Avenue Northern |
| | | 7.60. | Second Line West | Civic No. 628 Community Centre |
| | | 7.61. | Goulais Avenue | Civic No. 566 Korah Collegiate |
| | | 7.62. | Goulais Avenue | Civic No. 636 Goulais Avenue |
| | | 7.63. | Chippewa Street | Civic No. 30 |
| | | 7.64. | Chippewa Street | Civic No. 74 |
| | | 7.65. | Broadview Drive | Civic No. 77 Atwater Street |
| | | 7.66. | Broadview Drive | Civic No. 55 Alden Street |
| | | 7.67. | Broadview Drive | Civic No. 13 Amherst Street |
| | | 7.68. | Arden Street | Civic No. 47 Ascot Avenue |
| | | 7.69. | Arden Street | Civic No. 19 Second Line West |
| | | 7.70. | Second Line West | Civic No. 751 Laurier Avenue |
| | | 7.71. | Second Line West | Civic No. 691 Transfer Location |
| | | 7.72. | Second Line West | Civic No. 631 Goulais Avenue |
| | | 7.73. | Second Line West | Civic No. 531 Cooper Street |
| | | 7.74. | Second Line West | Civic No. 469 Turner Avenue |
| | | 7.75. | Second Line West | Civic No. 391 First Avenue |
| | | 7.76. | Second Line West | Civic No. 343 No Frills |
| | | 7.77. | Second Line West | Civic No. 275 Market Mall |
| | | 7.78. | Second Line West | Civic No. 223 Farwell Terrace |
| | | 7.79. | Second Line West | Civic No. 129 Moody Street |
| | | 7.80. | Second Line West | Civic No. 63 Cedar Heights |
| | | 7.81. | Second Line West | Civic No. 27 Transfer Location |
| | | 7.82. | Second Line West | Civic No. 20 Carmen's Way |
| | | 7.83. | Second Line West | Civic No. 247 Harry Street |
| | | 7.84. | North Street | Civic No. 750 Superior Heights |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route Steelton/Second line | Bus Stop No. | Street | At |
|-----------|----------------------------|--------------|---------------------|---------------------------------------|
| 7. | | 7.85. | North Street | Civic No. 750 Finnish Resthome |
| | | 7.86. | North Street | Civic No. 926 Fort Creek Drive |
| | | 7.87. | Mary Avenue | Civic No. 31 |
| | | 7.88. | Sackville Road | Civic No. 199 Mary Avenue |
| | | 7.89. | Sackville Road | Civic No. 139 Public Works |
| | | 7.90. | Sackville Road | Civic No. 91 Niagara Drive |
| | | 7.91. | Sackville Road | Civic No. 80 Montcalm Road |
| | | 7.92. | Superior Drive | Civic No. 5 Superior Drive |
| | | 7.93. | Second Line East | Civic No. 465 Sackville Road |
| | | 7.94. | Second Line East | Civic No. 531 PUC Goodlife Fitness |
| | | 7.95. | Second Line East | Civic No. 601 Centre |
| | | 7.96. | Great Northern Road | Civic No. 345 Staples |
| | | 7.97. | Northern Ave East | Civic No. 361 Northern Transfer |
| | | 7.98. | Northern Ave East | Civic No. 443 Point |
| | | 7.99. | Second Line East | Civic No. 850 Pine Street |
| | | 7.100. | Second Line East | Civic No. 760 Aurora's |
| | | 7.101. | Great Northern Road | Civic No. 446 Walmart |
| | | 7.102. | Great Northern Road | Civic No. 516 Giovanni's |
| | | 7.103. | Great Northern Road | Civic No. 548 |
| | | 7.104. | Great Northern Road | Civic No. 656 Terrance Ave. |
| | | 7.105. | Great Northern Road | Civic No. 724 Killarney Rd. |
| | | 7.106. | Great Northern Road | Civic No. 775 NW access to |
| | | 7.107. | Third Line East | Civic No. 660 Cedar Wood Lodge |
| | | 7.108. | Third Line East | Civic No. 714 Treatment Centre |
| | | 7.109. | Third Line East | Civic No. 733 Davey Home |
| | | 7.110. | Third Line East | Avery Drive-Back of Hospital |
| | | 7.111. | | Southeast corner, rear of hospital |
| | | 7.112. | | Emergency Entrance |

Schedule "C"**Bus Stops
(Section 17)**

| Route No. | Route Steelton/Second line | Bus Stop No. | Street | At | |
|------------------|-----------------------------------|---------------------|---------------------|---------------|--------------------------------|
| 7. | | 7.113. | Lukenda Drive | Civic No. 750 | Main entrance shelter at Sault |
| | | 7.114. | Great Northern Road | Civic No. 770 | Area Hospital |
| | | 7.115. | Great Northern Road | Civic No. 659 | Great Northern |
| | | 7.116. | Great Northern Road | Civic No. 539 | Retirement Home |
| | | 7.117. | Great Northern Road | Pole # 13586 | A&W |
| | | 7.118. | Second Line East | Pole # 08827 | Great Northern |
| | | 7.119. | Second Line East | Pole # 08791 | Soo Mill |
| | | 7.120. | Second Line East | Civic No. 849 | Future Pino's |
| | | 7.121. | Northern Ave East | Civic No. 443 | Water Tower |
| | | 7.122. | Northern Ave East | Civic No. 370 | Sault Star |
| | | 7.123. | Great Northern Road | Civic No. 308 | Pine Street |
| | | 7.124. | Second Line East | Civic No. 590 | Northern Transfer |
| | | 7.125. | Second Line East | Civic No. 510 | Point |
| | | 7.126. | Second Line East | Civic No. 446 | Cara Town Houses |
| | | 7.127. | Second Line East | Civic No. 360 | Shogun Sushi |
| | | 7.128. | Second Line East | Civic No. 271 | Police Services |
| | | 7.129. | Second Line East | Civic No. 95 | PUC |
| | | 7.130. | Second Line West | Civic No. 12 | Sackville Road |
| | | 7.131. | Second Line West | Civic No. 56 | Superior Heights |
| | | 7.132. | Second Line West | Civic No. 132 | Finnish Resthome |
| | | 7.133. | Second Line West | Civic No. 216 | Carmen's Way |
| | | 7.134. | Second Line West | Civic No. 272 | Peoples Road |
| | | 7.135. | Second Line West | Civic No. 324 | Moody Street |
| | | 7.136. | Second Line West | Civic No. 392 | Farwell Terrace |
| | | 7.137. | Second Line West | Civic No. 428 | Market Mall |
| | | 7.138. | Second Line West | Civic No. 496 | No Frills |
| | | 7.139. | Second Line West | Civic No. 544 | First Avenue |
| | | 7.140. | Second Line West | Civic No. 604 | Prentice Avenue |
| | | 7.141. | Second Line West | Civic No. 628 | Cooper Street |
| | | 7.142. | Goulais Avenue | Civic No. 636 | Walters Street |
| | | 7.143. | Chippewa Street | Civic No. 30 | Goulais Avenue |
| | | | | | Korah Collegiate |
| | | | | | Goulais Avenue |

Schedule "C"**Bus Stops
(Section 17)**

| Route No. | Route Steelton/Second line | Bus Stop | No. | Street | At |
|------------------|-----------------------------------|-----------------|------------|------------------|----------------------------------|
| 7. | | | 7.144. | Chippewa Street | Civic No. 74 |
| | | | 7.145. | Broadview Drive | Civic No. 77 Atwater Street |
| | | | 7.146. | Broadview Drive | Civic No. 55 Alden Street |
| | | | 7.147. | Broadview Drive | Civic No. 13 Amherst Street |
| | | | 7.148. | Arden Street | Civic No. 47 Ascot Avenue |
| | | | 7.149. | Arden Street | Civic No. 19 Second Line West |
| | | | 7.150. | Second Line West | Civic No. 900 |
| | | | 7.151. | Second Line West | Civic No. 935 Brookfield |
| | | | 7.152. | Second Line West | Civic No. 980 Allen's Side Road |
| | | | 7.153. | Second Line West | Civic No. 1074 Allen's Side Road |
| | | | 7.154. | Second Line West | Civic No. 1220 Nixon Road |
| | | | 7.155. | Nixon Road | Civic No. 388 |
| | | | 7.156. | Nixon Road | Civic No. 310 Ellis Road |
| | | | 7.157. | Ellis Road | Civic No. 98 Nixon Road |
| | | | 7.158. | Nixon Road | Civic No. 67-71 Ellis Road & Rex |
| | | | 7.159. | Rosita | Civic No. 34 Ransome Dr. |
| | | | 7.160. | Ransome Drive | Civic No. 2 Allen's Side Road |
| | | | 7.161. | Wallace Terrace | Pole # 13265 South Eden |
| | | | 7.162. | Wallace Terrace | Pole # 13257 Rowell Avenue |
| | | | 7.163. | Asquith Street | Civic No. 179 Rowell Avenue |
| | | | 7.164. | Asquith Street | Civic No. 103 Dryden |
| | | | 7.165. | Asquith Street | Civic No. 63 Spadina Avenue |
| | | | 7.166. | Asquith Street | Pole # 11949 Goulais Avenue |
| | | | 7.167. | Goulais Avenue | Civic No. 293 |
| | | | 7.168. | Goulais Avenue | Civic No. 232 Wallace Terrace |
| | | | 7.169. | Goulais Avenue | Civic No. 193 Young Street |
| | | | 7.170. | Goulais Avenue | Civic No. 131 McAllen Street |
| | | | 7.171. | Goulais Avenue | Civic No. 75 Bonney Street |
| | | | | | Essar Steel at Gate |
| | | | 7.172. | Goulais Avenue | Civic No. 55 4 |
| | | | 7.173. | Douglas Street | Civic No. 284 |
| | | | 7.174. | Douglas Street | Civic No. 709 Wilding Avenue |
| | | | 7.175. | Douglas Street | Civic No. 597 Turner Avenue |
| | | | 7.176. | Douglas Street | Civic No. 523 First Avenue |
| | | | 7.177. | Douglas Street | Civic No. 489 Third Avenue |

Schedule "C"

**Bus Stops
(Section 17)**

| Route No. | Route Steelton/Second line | Bus Stop | No. | Street | At |
|------------------|-----------------------------------|-----------------|------------|-------------------|-----------------------------------------------------|
| 7. | | | 7.178. | Douglas Street | Civic No. 439 |
| | | | 7.179. | Douglas Street | Civic No. 331 Sixth Avenue |
| | | | 7.180. | Douglas Street | Civic No. 293 Korah Road |
| | | | 7.181. | Farwell Terrace | Civic No. 356 Henrietta Avenue |
| | | | 7.182. | Henrietta Avenue | Civic No. 175 Franklin Street |
| | | | 7.183. | Henrietta Avenue | Civic No. 139 Maretta Street |
| | | | 7.184. | Henrietta Avenue | Civic No. 107 Gillies Street |
| | | | 7.185. | Henrietta Avenue | Civic No. 47 Patrick Street |
| | | | 7.186. | Henrietta Avenue | Wellington Street west |
| | | | 7.187. | Conmee Avenue | Civic No. 305 Shafer Avenue |
| | | | 7.188. | Conmee Avenue | Civic No. 255 Lennox Avenue |
| | | | 7.189. | Northland Road | Civic No. 594 Northland Road |
| | | | 7.190. | Conmee Avenue | Civic No. 135 Parliament Street |
| | | | 7.191. | Conmee Avenue | Civic No. 145 John Street |
| | | | 7.192. | John Street | Civic No. 549 Byrne Avenue |
| | | | 7.193. | John Street | Civic No. 509 Kehoe Avenue |
| | | | 7.194. | John Street | Civic No. 431 York Street |
| | | | 7.195. | John Street | Civic No. 353 St. Georges Ave. Wellington Street |
| | | | 7.196. | John Street | West |
| | | | 7.197. | John Street | Civic No. 227 |
| Route No. | Route Community Bus | Bus Stop | No. | Street | At |
| 8. | | | 8.1. | Queen Street East | Civic No. 160 Terminal Seasonal-Request |
| | | | 8.2. | Canal Drive | Civic No. 35 Only |
| | | | 8.3. | Bay Street | Civic No. 30 Casino |
| | | | 8.4. | Bay Street | Civic No. 293 Station Mall |
| | | | 8.5. | Bay Street | Civic No. 615 Drop-In Centre |
| | | | 8.6. | Bay Street | Civic No. 623 Lyon's Club |
| | | | 8.7. | East Street | Civic No. 70 |
| | | | 8.8. | East Street | Civic No. 170 Medical Centre Algoma Family Services |
| | | | 8.9. | McNabb Street | Civic No. 205 |

Schedule "C"

Bus Stops (Section 17)

| Route No. | Route | Bus Stop No. | Street | At |
|-----------|---------------|--------------|-----------------------|-----------------------------------------------|
| 8. | Community Bus | 8.10. | Chapple Avenue | Civic No. 55 Chapple Apartments |
| | | 8.11. | Chapple Avenue | Civic No. 101 Chapple Apartments |
| | | 8.12. | Pine Street | Civic No. 701 Food Basics |
| | | 8.13. | Pentagon Boulevard | Civic No. 212 |
| | | 8.14. | Pawating Place | Civic No. 59 |
| | | 8.15. | Northern Avenue East | Civic No. 650 Maple View |
| | | 8.16. | Northern Avenue East | Civic No. 443 Sault College |
| | | 8.17. | Old Garden River Road | Civic No. 31 Cara Community |
| | | 8.18. | Old Garden River Road | Civic No. 59 |
| | | 8.19. | Great Northern Road | Civic No. 446 Walmart |
| | | 8.20. | Sackville Road | Civic No. 80 Croatian Village |
| | | 8.21. | North Street | Civic No. 721 Finnish Resthome |
| | | 8.22. | North Street | Civic No. 723 Finnish Resthome |
| | | 8.23. | North Street | Civic No. 725 Finnish Resthome |
| | | 8.24. | North Street | Civic No. 727 Finnish Resthome |
| | | 8.25. | Northern Avenue East | Civic No. 248 Metro Plaza Knights of Columbus |
| | | 8.26. | Northern Avenue East | Civic No. 277 Van Dale Manor |
| | | 8.27. | Van Dale Manor | Civic No. 39 Winner's |
| | | 8.28. | Great Northern Road | Civic No. 44 Rome's |
| | | 8.29. | Great Northern Road | Civic No. 44 Group Health Centre |
| | | 8.30. | McNabb Street | Civic No. 240 Collegiate Heights |
| | | 8.31. | St. George's East | Civic No. 345 Terminal |
| | | 8.32. | Fauquier Avenue | Civic No. 100 |
| | | 8.33. | Queen Street East | Civic No. 160 |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-151

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for the Civic Centre Entrance Upgrades.

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 June 22, 2021 between the City and TULLOCH Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Civic Centre Entrance Upgrades.

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 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

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

CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

City of Sault Ste. Marie – Civic Centre
Entrance Upgrades
Design, Contract Administration and Inspection Services

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the ____ day of _____ 20 ____

-BETWEEN-

Hereinafter called the 'Client'

-AND-

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

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 \$_____ per occurrence and in the aggregate for general liability and \$_____ 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 \$_____ per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

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

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

1.12 Force Majeure

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

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

1.13 Contracting for Construction

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

1.14 Assignment

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

1.15 Previous Agreements

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

1.16 Approval by Other Authorities

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

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

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of _____% 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
- 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*.
 - 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:

- An estimate of the total fees to be paid for the Services.
- 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.
- 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:

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

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions

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

ARTICLE 2 – SERVICES TO BE PROVIDED

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

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

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 **Definitions**

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

a) **Cost of the Work:**

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

b) **Site:**

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

3.2 **Basis of Payment for this agreement**

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

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

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

3.2.5 Lump Sum Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive or 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

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

a) Monthly Payment

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

b) On Award of Contract

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

c) Delay of Award of Contract

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

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

d) On Completion of the Work

Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.

3.3.3 Lump Sum

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of _____% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: _____

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This _____ Day of _____, 20 _____

| | | | |
|-----------|-----------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------|
| Signature |  | Signature |  |
| Name | | Name | |
| Title | | Title | |

CLIENT: _____

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This _____ Day of _____, 20 _____

| | | | |
|-----------|--|-----------|--|
| Signature | | Signature | |
| Name | | Name | |
| Title | | Title | |

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

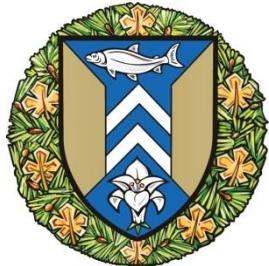
The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

| |
|--------------------------|
| Attached |
| <input type="checkbox"/> |

NOTE: Attach all appropriate schedule documents as indicated (✓).

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Architectural/Engineering Services Civic Center Upgrades

SECTION 1

INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Buildings, Architectural, Mechanical, and Electrical Category to provide architectural, engineering and interior design services associated with improvements to the exterior entrance and interior portions of the Civic Center located at 99 Foster Drive in Sault Ste. Marie, ON.

The successful Proponent will undertake an inspection of the premises, design and prepare drawings and tender package(s) for several improvements the Civic Centre, including cost estimates. Subject to approval of the City, the successful proponent will be responsible for reviewing tenders, recommending award and provide inspection and contract administration services during construction.

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 Friday, February 19, 2021 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

Request for Proposal (cont'd)
Architectural/Engineering Services – Civic Centre Upgrades

with this subject line:

Proposal – Electronic Submission – Architectural/Engineering Services – Civic Center Upgrades (2020PWE-ENG-03-P (2))

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a quotation and submit their quotation well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents ("ARCHITECTURAL/ENGINEERING SERVICES – CIVIC CENTER UPGRADES File # 2020PWE-ENG-03-P (2)") 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 fifteen (15) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as "**Original**" and three (3) sets marked as "**Copy**".

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

The Contact Person for this RFP is Mr. Don Elliott, Director of Engineering; telephone 705-759-5329; email d.elliott@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 Mr. Don Elliott, Director of Engineering; telephone 705-759-5329; email d.elliott@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

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, 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.

- 1) Consulting team's expertise in functional architectural/engineering design and project management. Include relevant past experience on similar projects;

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

- 2) Detailed proposed work program methodology;
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; and
- 4) A fee schedule (showing HST as extra) indicating the name, role and rate of pay for each individual assigned to the project, and an estimate of time to be spent on the project. Costs for subconsultants must be included and itemized. The total cost of the architectural and engineering assignment shall include work up to and including completion of construction. Cost of Disbursements must be itemized on the fee schedule. No further payment will be made above this figure unless authorized in advance by the City.

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.

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.

At this time, Site Inspections should be conducted only if deemed necessary by a Proponent in order to submit a Proposal for these services. The Site Inspection may be scheduled by contacting Mr. Roger Caron, Supervisor Building Services – telephone 705-759-5265; email r.caron@cityssm.on.ca. The date and time of the Site Inspection should be noted in the Proposal document as submitted.

Important: Please refer to the City's Guidelines for Site Visits attached at the end of the RFP.

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

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. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

- (A) Release of RFP: January 28, 2021
- (B) Submission of Proposal: February 19, 2021
- (C) Recommendation of Award: February 2021
- (D) Commencement of Services: March 1, 2021 (or earlier)
- (E) Completion of Work: November 30, 2021

The City reserves the right to alter the scheduling of items "C" 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.

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

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

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

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.

1.15 Agreement for Services

The City of Sault Ste. Marie intends to enter into a formal agreement with the successful Proponent, as per the "Ontario Association of Architects Standard Form of Contract for Architectural Services, (OAA 600-2013 with July 1, 2018 Amendments; or most current version); or a similar agreement as mutually agreed.

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

SECTION 2

TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is seeking an architectural/engineering consultant or consulting team to provide professional services required for three improvements to the Civic Center:

- Upgrades to exterior front entry ramp, apron, stairs, and provision of waterproofing over suspended slab in underground garage
- Upgrades to reception and security, particularly on level 2 for interactions and transactions among staff and visitors, and improvements to security
- Provision of sprinkler system throughout building for fire suppression

Front Entrance:

Building condition assessments have identified several deficiencies at the main entrance to the Civic Centre.

- There is a deficiency in the waterproofing for the roof slab of the underground garage structure. It is believed that the roof of the structure needs to be exposed and repaired, if necessary, and new waterproofing provided
- The accessibility ramp does not meet current AODA design standards and should be replaced
- Further, the existing stairs have outlived their useful lives and require extensive repair each spring. It is envisioned that the ramp, stairs and apron area will be redesigned, including a modest allowance for landscaping and amenities
- Construction of a vestibule at the west entrance to level one

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

Reception and Security:

Improvements are required in relation to physical distancing related to the pandemic, and a long standing concern for increased security in the building for staff and visitors. There is a need to alter the ways in which Civic Center staff interact with visitors when completing transactions. The public should no longer have direct access to any and all offices in the building. The pandemic has increased focus on interaction of staff among themselves in internal divisions and departments, and with visitors to the building.

The following areas of concern will be addressed:

- The intent is that most transactions with visitors to the Civic Centre will take place in the lobby. To that end, there is a desire to build transaction stations, as many as can be reasonably accommodated for routine transactions. Some divisions may need a dedicated booth for this purpose, other divisions may share
- The proponent will interview each Department/Division to determine its needs, including Building, Clerk, Community Services, Engineering, Finance, Planning, Legal, Human Resources and others
- A station will be provided for visitors to review documents that cannot leave the facility
- The former reception kiosk is now used for daytime security. A new reception desk is adjacent. The proponent will determine suitability of this arrangement for accommodation of reception and security staff
- It is likely that walls and doors will be required for security purposes to prevent ingress to stairwells and elevators
- Prior to the pandemic, the City had initiated an audit of the Civic Center for recommendations for improved security. Those recommendations will be available to the successful proponent
- Electrical and IT provisions will be required at transaction stations for connectivity and payments
- Provisions will be required for security surveillance cameras and wiring
- The City has implemented an electronic system for attendance. Staff will use key fobs to gain access which will provide information with respect to who is in the building in the event of an emergency, and to provide contact tracing. This system will be accommodated within the new design

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

- Permanent stations for sanitation will be included in the lobby
- The successful proponent will recommend materials, finishes, colours and hardware for the project. The view is to establish these items as an interior standard for future upgrades to other levels in the building.

Sprinkler System:

During the windows and cladding replacement project, it was discovered that there was inadequate fireproofing at structural members between floors on the perimeter of the building. A study of remedies was completed and the alternative chosen proposes "*the installation of a sprinkler system throughout the entire building in lieu of retrofitting structural fire protection to the exterior side of perimeter beams and columns. This approach... relies upon adequate fire separations and fire resistance rating for the interior portions of floor assemblies, roof assembly and the supporting structure. The Alternative Solution is specifically to address the exterior sides of the perimeter steel beams and columns that are not provided with the prescribed fire resistance rating, and to provide protection against fire spread and collapse by the retrofit of a sprinkler system in the existing building that was previously unsprinklered*". (Ref: **Alternative Solution for Sprinkler System in Lieu of Structural Fire Protection for Exterior Side of Perimeter Beams and Columns**; Morrison Hershfield, November 14, 2019

- Provide new sprinkler system where none currently exists
- Upgrade existing system in areas currently sprinklered
- Replace existing fire pump

General:

The successful proponent shall be cognizant of the following coordination and scheduling matters:

- The City has applied for ICIP COVID resilience funding for this project. If approved, the funding agreement will require that the work must be substantially complete by December 31, 2021
- The general contractor completing the windows and cladding contract and its subcontractor(s) will be on-site from time to time to complete the replacement of the atrium frame and glazing. Every attempt is being made to ensure this work is compete by June 30, 2021. There is a requirement that the City separate general contractors by time and distance to ensure the City is not deemed to be the Constructor as defined by the Ministry of Labour

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

- The lobby area is set up temporarily for visitor interactions and transactions. During construction, provisions shall be made for uninterrupted continuation of this activity, including the several days per year when taxes are due which briefly increases the number of visitors wishing to pay in person
- Provincial Offences Court is held regularly on the first level of the Civic Centre. The contract should contain a special provision that identifies that there may be a periodic need to ensure high noise activities be suspended for short durations

Budget:

The following all inclusive budgets have been approved by Council for design, contract administration and construction:

| | |
|------------------------------------------------------------------------------------|-------------------|
| - Front entrance, ramp, stairs, apron, waterproofing, and west entrance vestibule: | \$ 753,000 |
| - Lobby, security, interior works: | \$ 385,000 |
| - Sprinkler system: | <u>\$ 685,000</u> |
| - Total | \$1,823,000 |

General Scope of Services:

- Meet with City Staff and collect site information; includes review of available documentation and all necessary site visits. Consultation with appropriate Departments/Divisions will be required as deemed necessary;
- Meet with City Staff to determine and confirm requirements;
- Prepare construction budget and cost estimates
- Prepare, distribute and administer drawing and specification packages to be distributed and tendered; Tender documents must be submitted for review by City Staff prior to issue. The City recognizes that it may be practical to issue two tenders for the work, however, there are limitations of space and time required between general contractors to ensure the City is not deemed to be the 'Constructor' as defined by the Ministry of Labour
- Provide two (2) complete sets of drawings and specifications to the City in printed format at the time of issue of the tender
- Issue addendums (if required) during the tender period
- Attend at the tender opening and collect copies of tenders submitted for review (may be virtual at this point)

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

- Provide a recommendation based on the tenders received
- Prepare and distribute three (3) copies of the CCDC-2 2008 Lump Sum Form of Contract;
- Provide the City's Building Department with a Commitment to General Review Form so that a Permit can be obtained for the upgrades;
- Obtain all necessary permits to satisfy all reporting requirements of regulatory authorities including Ministry of Labour – Notice of Project;
- Provide Contract Administration and Payment Certification; the Proponent will ensure its employees adhere to the Occupational Health and Safety Act. The Proponent will conduct sufficient site inspection to ensure that the contractor's performance is in general conformance with industry standards and contract documents, and upon substantial completion, certify to the City that the contractor's work was completed in general conformance with industry standards and contract documents;
- Conduct General Review Reports during the project to ensure it is proceeding in compliance to the drawings and specifications;
- Provide the City with General Review Reports during the upgrade process;
- Other tasks as determined by the Proponent as required to undertake the Project.

2.2 Existing Documentation

During Proposal Preparation, the City shall provide a location for inspection and review of, but not removal from, any documents concerning the Civic Centre available to it. These may include drawings. Subsequent to award, copies of all available documents shall be provided to the successful Proponent. Access to these documents can be provided through the City's Contact.

2.3 Fee Schedule

Proponents shall provide a fee schedule for the Project broken down into steps reflecting the required scope of services listed in paragraph 2.1 above. Time allotments including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion.

Request for Proposal (cont'd)

Architectural/Engineering Services – Civic Centre Upgrades

It is preferred that the fee schedule be “All Inclusive” in Canadian Dollars 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. Deferral of activities, delays in completion, or cancellation of tendering and/or the award and actual construction may occur.

City SSM COVID19 Health Screen – Contractor Site Visit

| | | | |
|----------------------|--|----------------------|--|
| Representative Name: | | Date: | |
| Company Name: | | Telephone: | |
| Purpose of Visit: | | Screen completed by: | |

Screening Questions:

1. Do you or anyone in your home currently have any of the following symptoms or illness (check all that apply):

| | YES | NO |
|-------------------------------------------------------------|-----|----|
| Fever | | |
| New cough, difficulty breathing or any respiratory symptoms | | |
| Sore throat | | |
| Runny nose | | |
| Feeling unwell | | |

2. Have you travelled outside of Canada in the past 14 days?

| | |
|-----|----|
| YES | NO |
|-----|----|

3. Have you or anyone in your home tested positive for COVID in the past 14 days, or not received testing results yet ?

| | |
|-----|----|
| YES | NO |
|-----|----|

If Contractor Representative answers YES to ANY of the above questions:

- City cannot allow presence at the site visit (meeting) at this time.
- City Staff (or Consultant) should attempt to make alternative arrangements for the Contractor for the Site Visit – may include scheduling at a different time.

If Contractor Representative answers NO to ALL of the above questions:

- Allow admittance to site visit (meeting). For a site visit (meeting) outside of a facility – strict physical distancing protocols must be maintained whenever practical; otherwise wearing of face masks (masking protocols maintained) is required. For a site visit (meeting) inside a facility, wearing of face masks is required at all times (masking protocols maintained); strict physical distancing protocols must be maintained whenever practical.

City Staff (or Consultant) must conduct this screening for all Contractor Representatives attending a site visit (meeting). Representatives are required to answer the screening questions or will not be admitted to the site visit (meeting). The Screening sheets must be filed appropriately by City Staff.

Contractor Representatives will be required to sanitize.

City Staff (or Consultant) will instruct Contractor Representatives in applicable Covid-19 protocols.

Resources:

| | |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| COVID-19 Assessment Centre (Kal Tire) 8 a.m. – 8 p.m. | 705-759-3434 ext. 7152 |
| TeleHealth Ontario | 1-866-797-0000 |
| Algoma Public Health | 1-866-892-0172 ext. 5404 |
| Canadian Mental Health Association (SSM) | 705-759-0458 |
| Government of Canada | travel.gc.ca or 1-833-784-4397 |
| Government of Ontario | https://www.ontario.ca/page/2019-novel-coronavirus |



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

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

February 19, 2021
210001

The City of Sault Ste. Marie
Purchasing Department
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Mr. Tim Gowans
Manager of Purchasing via email: Proposals.Purchasing@cityssm.on.ca

**Re: ARCHITECTURAL/ENGINEERING SERVICES
CIVIC CENTER UPGRADES File # 2020PWE-ENG-03-P (2)**

Dear Sir,

TULLOCH Engineering Inc. is pleased to submit the following proposal for architectural and engineering services as required for the Civic Center Upgrades as defined in the above noted Request for Proposal. For this project, we have developed a team consisting of TULLOCH Engineering Inc., david ELLIS architect Inc. and MET Energy Systems.

We trust you will find the enclosed proposal addresses all of the items contained within the above noted request for proposal. We look forward to the opportunity to work with The City of Sault Ste. Marie. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Yours truly,
TULLOCH Engineering Inc.

Dan Moody
Project Manager
[/dm](#)

Larry Jackson
General Manager
(Authorized to Bind the Proponent)

GEOMATICS • CONTRACT ADMINISTRATION • MAPPING • ENVIRONMENTAL • CIVIL • GEOTECHNICAL
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STRUCTURAL • LAND DEVELOPMENT • ENERGY • TRANSPORTATION

1.0 INTRODUCTION

COMPANY PROFILES

TULLOCH ENGINEERING Inc. (Prime Consultant)

With humble beginnings in Thessalon, TULLOCH has maintained strong work relationships with many of the communities in Northern Ontario.

Safe, functional, and efficient facilities within the community are integral to growth and economic development. TULLOCH staff are proud to both work and live in Sault Ste. Marie, Ontario.

TULLOCH regards community growth and development as core values and welcomes all opportunities to contribute to them. We look forward to working with The City of Sault Ste. Marie on this exciting assignment.

TULLOCH's History



With clients across North America, TULLOCH Engineering Inc. is a well-established consulting engineering firm in Ontario. Our ambition is to provide a better life for the communities around us. Our employees are dedicated to one aim: to design and build world-class infrastructure and natural environments by providing a full range of integrated consulting services.

We have embraced this purpose by adhering to our core values. We treat our clients with the goodness and respect that characterizes the work we do. We strive for the highest standards in client and colleague relationships. We are dedicated to fostering long-term working relationships built on mutual respect and superior performance.

Shaped from several of Ontario's finest engineering, environmental and geomatics companies, TULLOCH offers clients unrestricted access to a deeply knowledgeable and integrated team of professionals. Simply put, our staff is the reason for our success. With a passion for tackling large-scale challenges, we cultivate a collaborative team approach.



TULLOCH Engineering Inc. appreciates the complex challenges that clients face in dealing not only with consultants, the public, and community stakeholders, but also with provincial and federal governmental agencies while carrying out a range of projects. Our widespread work for a variety of Clients includes the planning, design, and construction management of infrastructure facilities including buildings, roads, landfill design and monitoring, drainage and hydrology, wastewater collection and treatment, as well as water supply and treatment. We appreciate the opportunity to assist clients in achieving their maximum potential. We are dedicated to fostering long-term partnerships built on mutual respect and outstanding performance. Our goal is to make every project an ongoing success from design to construction, bringing projects to completion on time within sensitive budgetary constraints.

TULLOCH Engineering is a multi-disciplinary engineering firm with services in civil engineering, environmental studies, geomatics engineering, LiDAR and mapping services, transportation engineering, geotechnical engineering, structural engineering, and forestry engineering. TULLOCH has grown to employ over 300 technical and professional staff. We have offices in Sault Ste. Marie, Thessalon, Elliot Lake, Espanola, Sudbury, Parry Sound, Huntsville, Ottawa, Hamilton and Thunder Bay as well as temporary construction sites across the country established on an as needed basis to manage specific projects.

Key Staff and Specialties

The team assembled for this assignment combines Project Management expertise with an experienced technical support staff. The diversity of the team will allow TULLOCH to offer The City of Sault Ste. Marie unparalleled oversight and guidance throughout the design, construction, and commissioning phases of the Civic Center Upgrades project.

At all times, the Project Management team assigned to this project has unrestricted access to all Professional and Technical Staff within the TULLOCH organization. This experience and depth of knowledge will facilitate the TULLOCH PM to fully understand and respond to all technical and/or contractual challenges that may arise during the project.

Dan Moody, A.Sc.T., Project Manager

Dan will fill the role of Project Manager for this assignment. He will be the principal point of contact for TULLOCH and will act on behalf of The City of Sault Ste. Marie during all phases of design, construction & contract administration. Mr. Moody will be responsible to coordinate all activities undertaken by the TULLOCH team.

Larry Jackson, P. Eng., General Manager

Larry is The General Manager of TULLOCH Engineering and is responsible for the overall management and direction of the Engineering Group. He is an accomplished engineering executive with over 31 years of experience in the Municipal Infrastructure, renewable energy, and environmental field. He has extensive experience working with municipalities, First Nations, the Provincial and Federal Governments and private developers covering a wide range of civil and environmental engineering projects.

John McDonald, P.Eng. – Project Manager

John McDonald is a professional engineer with more than eighteen years of experience in all aspects of municipal infrastructure design including stormwater management, culvert and bridge repairs and replacements, road design, and municipal servicing. John also has extensive experience in the completion of engineering surveys, construction materials, construction project management and municipal asset management. John will be responsible for all site grading design activities.

Bill Webb, OLS

Bill Webb is a registered Ontario Land Surveyor and will be responsible for overseeing the topographic survey of the project site.

Meagan Figures, CET, rcsi

Mrs. Figures will be responsible for inspection services and assisting with contract administration and document management throughout the project.

david ELLIS architect Inc.



david ELLIS architect inc. is a design firm deeply committed to excellence in design, functionality, and technology. David's work, encompassing a broad range of building types and scales, is distinguished by its technical innovation, conceptual and compositional rigour, elegant integration of spaces and sophistication of detail. Most importantly, these designs clearly express the character of their sites and programmers, as well as being distinctive and compelling buildings, particularly suited to their individual circumstances. The firm possesses both architect and registered interior design

licenses, the only local firm with both disciplines inhouse. The melding of building design, with an interior specialty will be especially beneficial to the project.

Beginning with the Short + Ellis Partnership and subsequently david ELLIS architect (DEA) (1990), Mr. Ellis founded and remained principal architect, principal designer, sole interior designer and sole laboratory planner for the firms he founded; (ellis + pastore architects (1998), ellis pastore oswin consultants (2000) and EPOH (2004)), as the lead designer for 95% of those firm's endeavours. Mr. Ellis brings the unique ability of having lead projects locally and abroad, that have exposed him to new and expanding possibilities in the field of architecture. To truly move forward, one cannot design in the vacuum of regional or national projects and these collaborations with internationally known firms bring new ideas and concepts, to enable the design of truly progressive buildings.

Forty-three years of practice has provided a variety of experience in Sault Ste. Marie, provincially and internationally. Projects designed and managed by Mr. Ellis include several hundred-million-dollar developments such as the Malaysia Health Development Project and the Sault Area Hospital. Other significant commissions are the Ontario Forest Research Centre, the Great Lakes Forest Research Centre, the John Rhodes Community Centre, the Group Health Centre, a multitude of renovations for the Sault Area Hospital, the Blind River OPP Detachment, the Bushplane Heritage Centre, Hockey Heritage North, Algoma University Science Building and their proposed Mukqua Waakaa'igan building, Floreani Holdings building, Francis H. Clergue French Immersion School, Hornepayne JK-12 school, Boreal School, Korah Collegiate, the SSM Airport, Muskoka Pharma Laboratories, Lake State University, the International Bridge Plaza, a 192 bed LTC for Missanabie Cree First Nation, plus many smaller, or award winning projects.

David Ellis, oaa raic arido ncarb LEED AP

Mr. Ellis will lead all architectural design aspects of the project. He will oversee all aspects of the interior renovations and he will provide guidance features of accessibility within the proposed new exterior entrance. He will be the lead site inspector for all architectural items.

Cristy Sosa, M Arch – Intern Architect

Ms. Sosa will be responsible for completing all architectural drafting and assisting Mr. Ellis with site inspections during construction.

MET Energy Systems



MET Energy Systems is a multi-disciplined consulting engineering firm specializing in mechanical, electrical, lighting and energy conservation design. We provide consulting engineering services for commercial and industrial clients of both the public and private sectors.

MET is authorized by the Professional Engineers of Ontario and the State of Michigan Department of Commerce and Maryland to practice Professional Engineering and is a licensed Designated Consulting Engineer with all of the required insurances and professional liability. MET maintains compliance and holds current approval under the City's Contractor Pre-Qualification Program.

Mr. Tim Janzen, P. Eng. is the founder and Principal Engineer of MET Energy Systems. He leads the team with over 30 years' experience in the engineering field. Mr. Janzen's professional affiliations include:

- Association of Professional Engineers of Ontario

- Registered Consulting Engineer
- Registered Professional Engineer in State of Michigan, Maryland
- IESNA Illuminating Engineering Society of North America
- ASHRAE American Standard of Heating, Refrigerating, and Air Conditioning Engineers, Inc.
- LEED AP

Our present staff is comprised of a team of dedicated professionals who have multi-discipline experience in mechanical, electrical, energy conservations and plumbing design services and are proficient in all stages of successful project execution.

To reinforce our emphasis on quality in mechanical and electrical designs, the company uses internal quality assurance and quality control system and interfaces with designers from complimentary disciplines to review standards and specifications for specific project needs.

MET is staffed to provide a wide range of mechanical and electrical engineering services from inception through design, bid and construction completion and prides itself to complete projects on time and on budget.

DESIGN RESOURCES/APPLICATION SOFTWARE

MET utilizes the most advanced methods of analysis for engineered solutions best suited for each application. Our office utilizes state of the art computerization to accomplish successful design projects and project management.

The use of CADD systems provides us with enhanced production quality, lower operating costs, more accurate design and closer engineer participation thereby ensuring a higher quality product for our clients.

Tim Janzen, P. Eng., PE

Mr. Janzen will be responsible for overseeing the design and construction of the mechanical and electrical requirements of the project.

Jim Liguori

Mr. Liguori will be responsible for assisting with the design and inspection services during construction of the mechanical and electrical requirements of the project.

Gennaro Ferlaino

Mr. Ferlaino will be responsible for assisting with the design and inspection services during construction of the mechanical and electrical requirements of the project.

2.0 APPROACH AND METHODOLOGY DESIGN AND ENGINEERING SERVICES

ENGINEERING PROJECT MANAGEMENT APPROACH

TULLOCH Engineering has been in business for more than 25 years and completes hundreds of projects each year. This has enabled us to hone our project management approach to ensure consistent and successful project delivery ranging from small studies to multi-discipline, complex projects. All of our Project Managers are mentored for several years by

Senior Project Managers before taking on the role. In addition, many have formal project management training through the Project Management Institute or Professional Services Management Journal's Project Manager's Boot Camp.

Our approach starts with our flat and project-based organizational structure. Project Managers are senior personnel with decision making authority and the technical expertise to analyse and resolve complex issues quickly in consultation with the client.

In general, TULLOCH follows the PMBOK (Project Management Body of Knowledge) approach to project management. Regardless of which process a project is in (initiating, planning, executing, controlling or closing) communications is the key. This includes effective communications with the client, regulatory authorities, the public, contractors involved in the construction of the works and other interested parties. As issues arise, they must be dealt with in a timely manner to mitigate their potential effect to the furthest extent possible. Inaction on issues only makes matters worse and more often than not increases costs to resolve an issue.

The following sections outline our general project management approach during the engineering/design phase of the project and construction phase of a project.

ENGINEERING/DESIGN PHASE

A high level of communication, quality reviews for all deliverables and effective project control are all integral parts of TULLOCH's approach to the engineering design phase of a project. The processes to be followed to ensure effective project management during this phase are as follows:

Project Initiation – At the initiation phase of the project it is crucial to clearly define the project scope in consultation with the City of Sault Ste. Marie. TULLOCH's Project Manager and Lead Engineer will define the project scope in consultation with City of Sault Ste. Marie representatives and ensure the scope is clearly outlined in the engineering agreement. This will usually include a general outline of the schedule with key deliverable and completion dates to ensure the required project milestones are met.

Project Planning – Once the project scope has been clearly defined, TULLOCH's Project Manager will develop a detailed work plan and schedule for the assignment. The work plan will involve breaking the project scope down into discrete tasks and assigning manpower and resources requirements to ensure those tasks are successfully completed. Typically, this involves the creation of a detailed time/task matrix with a budget allocated to each identifiable task.

An integral part of the development of the project plan and time/task matrix is a determination of the staffing and external resources required to complete the project and the appropriate man hours to be committed. Based on this, the Project Manager and the Lead Engineer will assign staff to the project team. Team members are consulted as to the required time allotment for specific tasks to ensure there is "buy-in" and accountability as the project progresses. Key aspects of the planning phase also include the following:

- Identification of any regulatory approvals or other stakeholders to be consulted during the course of the work; and,
- Identification of any external resources required for the completion of the work. This might include sub-consultants for such things as geotechnical studies or vendors for equipment.

Agreements with sub-consultants and vendors include a clause stating that no additional work shall be undertaken without the approval of the client and written authorization from TULLOCH Engineering. The Project Manager stays in regular contact with the external resource until the scope of work is complete to ensure it stays on schedule and to deal with any issues that arise promptly.

Project Execution - Once the project plan has been developed and detailed schedule and scope agreed to by the City of Sault Ste. Marie, the Project Manager's sole focus is on execution of the engineering work. This starts with the assigning of project tasks to specific team members with appropriate deadlines and time allotments, tracking completion of specific tasks, effective communications with the project team, client, any external resources and stakeholders ensuring quality of deliverables and mitigating any risks or other issues that arise during the course of the engineering.

Project Control - TULLOCH Engineering Project Managers are accountable for controlling the completion of the engineering assignment and are provided the tools to effectively do so. Project control is accomplished as follows:

- Scope Control – Scope control is accomplished by ensuring that the detailed scope of the project is clearly indicated in the engineering agreement and detailed in the project plan. This scope is clearly communicated to all team members. If any potential scope changes arise, TULLOCH will not proceed with the work without the written authorization from the City of Sault Ste. Marie. The Project Manager will discuss the issue with the City of Sault Ste. Marie before proceeding. If the City of Sault Ste. Marie indicates a willingness to proceed, TULLOCH will forward a proposed Scope Change with a clearly defined additional scope, budget and any schedule implications, for approval. TULLOCH will only proceed once approval for the Scope Change is received. Once again, the amended scope, if any, will be clearly communicated to all team members.
- Costs/Budget Control – The budget for an engineering assignment is controlled by ongoing tracking by the Project Manager over the course of the project. TULLOCH employs sophisticated, web-based project and time management software that enables Project Managers to track team members' time on a weekly basis and take corrective action immediately. Budgets are established based on project task allowing the Project Manager to immediately identify any over-runs and mitigate the affect.

Project Managers also complete comprehensive monthly reviews of time and costs to date on projects. They hold regular meetings with team members to review budget, progress to date, the status of deliverables, and any issues that arise.

Invoices from external resources such as sub-consultants and vendors must be reviewed and approved by the Project Manager before they are entered into TULLOCH's accounting system and approved for payment. Only invoices in accordance with compensation outlined in sub-consultant agreements will be approved for payment unless an appropriate Scope Change has been previously approved.

Schedule Control - Schedule control is achieved by properly planning the engineering assignment and clearly communicating the schedule commitments to the entire project team. A critical aspect in meeting any project schedule is permitting and approval requirements. TULLOCH's Project Managers achieve this by early identification of all permitting and approvals required for a project and early and ongoing communications with the appropriate regulatory authorities. This ensures approval requirements are known well in advance and can be allowed for. Any required background studies are commenced and completed as early in the process as possible. Actual applications are submitted for review as soon as possible and then tracked regularly by the Project Manager until appropriate approvals are in place. This typically involves regular communication with the approval authority and follow-up with the client.

In the event that, projects fall behind schedule, TULLOCH team members regularly work additional hours and/or additional resources are committed to the project to get it back on track. Project Managers have the authority to authorize additional hours and overtime to ensure project milestones are met.

Quality Control - Quality control for engineering deliverables is critical to ensure a successful project. TULLOCH has a Quality Control Policy that requires review and signoff of all project deliverables including drawings, reports and specifications via a senior staff member with no other direct involvement in the project. Quality control reviews are conducted in cooperation with the Project Manager and design engineers to facilitate any necessary changes and ensure scheduling commitments are met.

Throughout the engineering assignment, regular communications with the City of Sault Ste. Marie, regulatory agencies and other stakeholders is critical to ensure deliverables meet expectations and scheduling commitments are met. TULLOCH Project Managers ensure effective project communications by scheduling regular project meetings, teleconferences, and issuing project updates at regular intervals throughout the assignment.

CONSTRUCTION PHASE

For the construction phase of a project, scope, budget, and scheduling control are all very much inter-related. In general, if the scope of work is effectively controlled there should be minimal unforeseen, additional costs and minimal, if any, impacts to the project schedule. For construction works, several work processes are employed to control scope, budget and schedule as follows:

- Clear and concise contract documents. This is probably the most important element in controlling construction scope, and budget and is achieved through the following:
 - Employing skilled and experienced personnel in the preparation of contract drawings, specifications, and tender documents. Most TULLOCH employees have many years of experience in the engineering and construction industry and are very adept at the preparation of contract documents and the pitfalls that can occur in a construction project.
 - Internal QA/QC reviews of all issued for tender and issued for construction contract drawings and tender documents by senior personnel with technical expertise and expertise in the drafting and language of contract documents.
 - Use of standard specifications, general conditions, and other contract sections/clauses whenever possible. These documents have been developed and refined over many years and are proven to be fair and protect the owner's interests; and,
 - Internal constructability reviews prior to tendering of the works to identify any potential construction issues and accounting for them prior to tendering.
- Open Communication with the Contractor – It is important to maintain regular communication and obtain input from the contractor for a successful project. This will ensure prompt action when issues arise and a coordinated approach to mitigate any budgetary and scheduling impacts. Nobody wins when the relationship between the engineer/owner and contractor is adversarial. TULLOCH always treats contractors with respect and works with them for a successful project.
- Liaison with the City of Sault Ste. Marie – Project Managers stay in regular contact with the City of Sault Ste. Marie to keep them fully informed and obtain their input during construction. No extra work or significant changes impacting budget and/or schedule are authorized without written approval from the City of Sault Ste. Marie.
- Structured and Clear Change Management Procedures – Requirements for changes in the construction contract are clearly annunciated in the contract documents and are a specific agenda item at all pre-construction meetings. The contractor is reminded that no work shall proceed without written authorization for the work.
- Detailed Documentation – The Project Manager and Contract Administrator will maintain detailed documentation of any potential and authorized changes to the contract. A Change Order Log will be kept clearly indicating the status, price implications and any scheduling implications of all change orders. Change orders are issued to all parties on approval. In addition to contract changes, Project Managers hold regularly scheduled contract meetings with all parties. Detailed meeting minutes are prepared and issued promptly following the meeting.
- Liaison with Regulatory Authorities – Project Managers maintain regular communications with regulatory authorities during the construction process to ensure commitments made during the engineering phase are met.

Quality control during project construction is achieved by employing many of the same elements for scope and budget control. These include the following:

- Clear and concise specifications and contract drawings;

- Regular and detailed inspection of the construction to ensure compliance with specifications and drawings;
- Employing third party independent inspection and testing agencies when appropriate; and,
- Timely and detailed review of shop drawings, material samples and working drawings.

In addition to the above measures, TULLOCH Project Managers and Contract Administrators complete numerous tasks during the construction phase of the project to ensure it is completed successfully with a quality final product. These include the following:

- Assist the client and the contractor in the interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period, as required;
- Review the construction schedule proposed by the contractor for approval, and comment on procedures, methods and sequence of work;
- Ensure that quality audits and technical reviews are carried out on schedule;
- Deal promptly and tactfully with members of the public and any complaints that arise;
- Liaise with other government ministries and outside agencies on matters pertaining to the project;
- Ensure that environmental controls are addressed and followed in the contract;
- Maintain data to verify monthly progress of the work and report on a weekly basis to the client on the contractor's work done that week, including the deficiencies;
- Recommend remedial action to correct all deficiencies and review the contractor's corrective work to ensure conformance to the contract requirements;
- Review and approve sub-consultant invoices as necessary;
- Recommend to the owner acceptance of the work to establish the start of the warranty period;
- Coordinate as-constructed drawings; and,
- Confirm all final payment quantities and any contract change orders with the contractor, establish the final contract price, prepare payment certificates as per the contract requirements.

TULLOCH will also verify and issue any required certificates relating to the construction of the works, including a Certificate of Substantial Performance and Completion Certificate. TULLOCH Engineering has performed contract administration and inspection services on hundreds of municipal projects involving underground utilities, building infrastructure, structural rehabilitation, building envelope issues and accessibility upgrades. Our staff is familiar with the required inspection tasks, quality control requirements and documents of the construction operations.

Nearing completion of the construction project, TULLOCH Engineering will create a checklist and track construction closeout activities to ensure all final submittals and documents are in place, including the following:

- Any operation and maintenance manuals;
- Any product specific warranties;
- As-constructed drawings;
- Completion of all deficiencies and any items that arise during the warranty period.

STATEMENT OF UNDERSTANDING

TULLOCH has read and fully understands the scope of work and associated requirements for this assignment. The fee proposal provided is reflective of providing all services required to fully execute the scope of work, subject to the exclusions noted.

3.0 DESIGN APPROACH FOR ACCESSIBILITY AND SUSTAINABILITY

ACCESSIBILITY

To achieve the best possible accessible environments, it is necessary to obtain a comprehensive understanding of the characteristics of human performance to ensure that when decisions are made they are made with full knowledge of

the consequences and effects of those decisions upon the users of that environment. Promoting an understanding of the challenges encountered by people with disabilities is the foundation for developing suitable solutions whether addressed by standards and code regulations or not.

Garnered from Mr. Ellis's long involvement with the Sault Ste. Marie Accessibility Committee, we have created protocols and have practical experience to use on every project. We take into consideration the various categories and degrees of disabilities to outline the basic needs of persons that are using a building.

As each project presents a different set of challenges, each requires its own innovative set of solutions. It is difficult to create an environment which is specific to every individual's needs, however, it is possible to be sensitive to design issues which effect all users, such as (but not limited to);

- elevator access,
- accessible washrooms,
- building access,
- appropriate contrast of colour and light to prevent glare and create visual or tactile clues to location.

Through discussion with The City of Sault Ste. Marie, and prioritization, we identify the needs and accommodate them accordingly.

SUSTAINABILITY

We believe that the ramifications of sustainable practice reach beyond the essence of each work of architecture. Environmentally conscious design has become an integral consideration in the architectural 'idea' of our projects. As architects and engineers, we are responsible to both our clients and the environment.

The practice of environmentally conscious design is an integrated holistic process and regardless of LEED intent, we share the common goal of integrating human and ecological concerns, combined with functionality, achieving maximum value for the available budget.

We promote ways to improve the interaction between the built form and its environs, ways to take advantage of solar orientation, to reduce electrical lighting, and reduce snow build-up at entrances that require excessive maintenance, etc. The building envelope is carefully considered so that the various components interact and integrate with mechanical and electrical systems. By designing walls and glazing as a complete system, we can optimize interior light quality, lower operating costs, whilst keeping construction costs as low as possible.

The mechanical and electrical systems are further enhanced to provide the best balance of fresh air and natural light, utilizing supplemental systems to ensure the building functions well in all conditions, saving energy and making the building healthier for its occupants.

4.0 SCHEDULE

Based on the scope of work for the above project, we estimate the project schedule to be as follows:

| Task | Date |
|--------------------------------------|-------------------|
| Award Project to Consultant | February 2021 |
| Finalize Client/Consultant Agreement | February 2021 |
| Coordinate Site Access/Review | March 1 – 5, 2021 |

| | |
|---------------------------------------------------|--------------------------|
| Project Kickoff Meeting | March 8, 2021 |
| Historical Document Review | March 8 – 12, 2021 |
| Attend the site for Data Gathering/DSS | March 15 – 19, 2021 |
| Preliminary Schematic Design & Drawing | March 15 – April 2, 2021 |
| Preliminary Schematic Design & Drawing Submission | April 2, 2021 |
| Client review of Schematic Design submission | April 5 – 9, 2021 |
| Client/Consultant Meeting | April 12, 2021 |
| Design Development | April 12 – May 17, 2021 |
| Design Development submission | May 17, 2021 |
| Client review of submission | May 18 – 24, 2021 |
| Client/Consultant Meeting | May 25, 2021 |
| Design Finalization | May 25 – June 8, 2021 |
| Bid Document Submission | June 8, 2021 |
| Tender Process | June 10 – 22, 2021 |
| Construction Award | June 23, 2021 |
| Substantial Completion | November 12, 2021 |
| Total Completion | November 30, 2021 |

5.0 FEE SCHEDULE

We propose to perform the services outlined previously on a lump sum basis, subject to the exclusions made and limitations outlined. The estimated fees for our services are as follows:

| Task | Cost |
|---------------------------------------------|---------------------|
| Project Initiation | \$7,898.75 |
| Conceptual Design | \$45,863.73 |
| Detailed Design | \$70,069.58 |
| Project Tendering | \$16,753.60 |
| General Review During Construction | \$27,964.73 |
| Contract Administration | \$15,989.20 |
| Project Management | \$14,410.41 |
| ESTIMATED TOTAL COST (excluding HST) | \$198,950.00 |

ESTIMATED TOTAL HST **\$25,863.50**

(Fees expressed are combined fees for the project team. Above cost is inclusive of all professional fees, vehicle mileage, printing costs, etc. and as such we do not anticipate any disbursements to be associated with our services during the design or construction process).

KEY STAFF HOURLY BREAKDOWN

| NAME | HOURS | RATE | TOTAL |
|------------------|-------|------------|-------------|
| Meagan Figures | 400 | \$100/hour | \$40,000.00 |
| Cristy Sosa | 330 | \$100/hour | \$33,000.00 |
| Gennaro Ferlaino | 330 | \$100/hour | \$33,000.00 |
| Jim Liguori | 330 | \$100/hour | \$33,000.00 |
| Dan Moody | 100 | \$150/hour | \$15,000.00 |
| John McDonald | 50 | \$150/hour | \$7,500.00 |
| Tim Janzen | 150 | \$150/hour | \$22,500.00 |
| David Ellis | 100 | \$150/hour | \$15,000.00 |

Designated Substance and Hazardous Materials Survey (DSS)

An intrusive DSS is required for all renovation projects in Ontario. We have not included fees for the DSS in our lump sum. At such time that the extents of the interior renovations or sprinkler installations are known, TULLOCH will provide a fixed fee to complete a DSS. Based on our understanding of the project, we anticipate fees for the DSS to range between **\$5,000 and \$8,000 + HST.**

6.0 RELEVANT PROJECT EXPERIENCE

TULLOCH Engineering Inc.

Elliot Lake City Hall Entrance Upgrades (2017)



TULLOCH completed design, project tendering and contract administration for The Front Entrance Rehabilitation at the Elliot Lake City Hall. The intent of the project was to address material conditions concerns with the existing entry as well as to provide an accessible point of entry that was compliant with the Ontario Building Code 2012.

Sault Ste. Marie Courthouse and Land Registry Office Entrance Rehabilitation (2018-2020)



TULLOCH's scope of work for this assignment included topographic surveying, architectural design, structural design, civil design, project tendering, project management, contract administration and general review during construction. This project presented a unique challenge in that the property is registered as a heritage site. The preferred design was reviewed and approved by the Sault Ste. Marie Heritage Committee. The project scope of work included complete removal and reinstatement of all masonry stairs as well as rehabilitation of existing concrete ramps. New stainless-steel guards and handrails were installed throughout.

david ELLIS architect Inc.

Boreal French Immersion Public School



The outcome of the study we executed for the ADSB to re-purpose the existing Alexander Henry Vocation School into a new French Immersion Elementary School, a new Public Library for the City of Sault Ste. Marie and a new Plant Department for the ADSB. The new school we designed uses current Ministry size and adjacency guidelines, necessitating a complexly different layout, plus a diverse number of spaces and even several floor elevational changes to re-purpose the building into three distinct uses.

The structure has been essentially kept, with the exterior brick stained grey, additional windows cut in and visual elements including a dynamic new entrance added to enhance the appearance of the school with a more modern 'look'. The interior has been completely re-designed to suit its new purpose, changing from the previous large shop areas, into smaller more intimate classrooms, a Day Care, plus media and technology rooms.

Waterfront Centre for Sault College



The Former RYTAC (Rotary YMCA Tennis and Aquatics Club) facility had been abandoned for several years until recently, when Sault College acquired the property. The intent of the College was to replace the building and provide a community resource, to utilize various components for programs for the College and to build the region's first Net Zero, energy efficient building.

Our solution was to separate the two major functions of the building, by locating the social and educational components in one building, raised up from the shore to maximize views, and the 'boathouse' aspects located closer to the water lever and constructed in more of a utilitarian nature as a second. Since the construction of the educational facilities would have a higher standard of finishes and environmental control, it was determined

substantial savings in both capital and operational cost was obtained by creating the two distinct pavilions. In addition to the aquatics related activities housed within and adjacent the building, the other major use is an array of six tennis courts, which were refurbished and enhanced.

MET Energy Systems

THE CITY OF SAULT STE. MARIE - CIVIC CENTRE HVAC UPGRADES (2008 – HVAC Upgrades Phase 1)

Description: MET Energy Systems provided complete Mechanical & Electrical Engineering and design for this project. This project included the replacement of Air Handling Units, balancing, start-up, commissioning, and contract administration.



THE CITY OF SAULT STE. MARIE - CIVIC CENTRE HVAC UPDATES (2009 – HVAC Upgrades Phase 2)

Description: MET Energy Systems provided complete Mechanical & Electrical Engineering and design for this project. This project included the replacement of Air Handling Units, balancing, start-up, commissioning, and contract administration.



THE CITY OF SAULT STE. MARIE - CIVIC CENTRE CHILLER REPLACEMENT **(2004 – Chiller Replacement)**

Description: MET Energy Systems provided complete Mechanical & Electrical Engineering and design for this project. This project included the replacement of existing chiller, pumps, valves, and all associated piping.



7.0 EXCLUSIONS

The following list of exclusions represents services or items that TULLOCH has not included as part of our price. Should you wish to engage TULLOCH to provide or arrange for the provision of any or all of these services or items, we would be pleased to provide a price to you, additional to this quotation.

- Design or commissioning of a new water service to the Civic Centre if it should be determined that the revised sprinkler system should require it
- Materials Testing and Inspection
- Supplemental Geotechnical Investigation should questionable soil conditions be encountered
- Costs for relevant permit fees
- Full time resident inspector during construction
- Preparation of abatement specifications should the Intrusive DSS determine that hazardous materials abatement will be required prior to commencing with construction
- General review, supervision or air clearance testing as may be required for potential hazardous materials abatement
- Layout services during construction

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

Option A (*The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Option B (*The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*)

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-152

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and FedNor to implement a strategic plan to attract investment, talent, diversity and put in place an inclusive community structure for decision making to maximize resource's and economic outcomes.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement, between the City and FedNor, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is to implement a strategic plan to attract investment, talent, diversity and put in place an inclusive community structure for decision making to maximize resource's and economic outcomes.

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 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Schedule "A"

July 1, 2021

Project Number: 851-511623

Mr. Malcolm White
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mr. White:

Re: FutureSSM - Implement a strategic plan to attract investment, talent, diversity and put in place an inclusive community structure for decision making to maximize resources and economic outcomes.

Amendment Number: 2

As a result of the COVID-19 pandemic, delays occurred in completing some of the project activity. As identified in your request dated June 8, 2021, FedNor is prepared to amend our Contribution agreement of June 27, 2018 and subsequent Amendment 01 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before April 1, 2018 (the "Commencement Date") and is completed on or before July 30, 2021 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before April 1, 2018 (the "Commencement Date") and is completed on or before December 31, 2023.

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates:

b) Completion Date - July 30, 2021

Project Costs and Financing:

| <u>Project Costs:</u> | <u>Financing:</u> | |
|-----------------------|-----------------------|---------------|
| Eligible Costs | FedNor | \$1,100,000 |
| - Supported | \$2,377,229 | Other Federal |
| - Not Supported | \$233,564 | Provincial |
| Ineligible Costs | Municipal | \$162,614 |
| | Financial Institution | |
| | Recipient | \$1,195,854 |
| | Other | \$152,325 |
| Total | \$2,610,793 | \$2,610,793 |

| | <u>Supported</u> | <u>Not Supported</u> | <u>Total</u> |
|-----------------------------------------------------------------------|------------------|----------------------|--------------|
| <u>Eligible Costs:</u> | | | |
| Salaries and Benefits | \$1,432,682 | | \$1,432,682 |
| Consultants and Marketing | \$821,829 | | \$821,829 |
| Sector Budgets (Equipment & phones, travel, professional development) | \$122,718 | | \$122,718 |
| Administration (office space, oversight) | | \$24,500 | \$24,500 |
| Salaries and Benefits - Social Equity Supervisor | | \$209,064 | \$209,064 |
| TOTAL ELIGIBLE COSTS | \$2,377,229 | \$233,564 | \$2,610,793 |
| <u>Ineligible Costs:</u> | | | |
| TOTAL INELIGIBLE COSTS | | | |
| TOTAL PROJECT COSTS | | | \$2,610,793 |

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates:

b) Completion Date - December 31, 2023

Project Costs and Financing:

| <u>Project Costs:</u> | <u>Financing:</u> | |
|-----------------------|-----------------------|---------------|
| Eligible Costs | FedNor | \$1,100,000 |
| - Supported | \$2,377,229 | Other Federal |
| - Not Supported | \$233,564 | Provincial |
| Ineligible Costs | Municipal | \$162,614 |
| | Financial Institution | |
| | Recipient | \$1,195,854 |
| | Other | \$152,325 |
| Total | \$2,610,793 | \$2,610,793 |

| | <u>Supported</u> | <u>Not Supported</u> | <u>Total</u> |
|--------------------------------------------------------------------------|--------------------|----------------------|--------------------|
| <u>Eligible Costs:</u> | | | |
| Salaries and Benefits | \$1,277,514 | | \$1,277,514 |
| Consultants and Marketing | \$1,049,715 | | \$1,049,715 |
| Sector Budgets (Equipment & phones, travel, professional development) | \$50,000 | | \$50,000 |
| Administration (office space, oversight) | | \$24,500 | \$24,500 |
| Salaries and Benefits - Social Equity Supervisor | | \$209,064 | \$209,064 |
| TOTAL ELIGIBLE COSTS | \$2,377,229 | \$233,564 | \$2,610,793 |
| <u>Ineligible Costs:</u> | | | |
| TOTAL INELIGIBLE COSTS | | | |
| TOTAL PROJECT COSTS | | | \$2,610,793 |

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Nevin Buconjic toll-free at 1-877-333-6673 or (705) 255-5131 in our Sault Ste. Marie office.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault,
Lucie Date: 2021.07.01 15:20:12 -04'00'

Lucie Perreault
Director of Program Delivery
FedNor

The Corporation of the City of Sault Ste. Marie

Project Number: 851-511623

Amendment Number: 2

The foregoing is hereby accepted this _____ day of _____, _____.

Per:

Signature of Recipient

Mayor - Christian Provenzano

Title

Per:

Signature of Recipient

City Clerk - Rachel Tyczinski

My
Title

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-153

LOCAL BOARDS: A by-law to appoint Wayne Greco to the Committee of Adjustment.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 44 of the *Planning Act*, R.S.O. 1990, c.P.13, **ENACTS** as follows:

1. APPOINTMENT TO THE COMMITTEE OF ADJUSTMENT

Wayne Greco is hereby appointed to the Committee of Adjustment of the City of Sault Ste. Marie for a term ending December 31, 2022.

2. EFFECTIVE DATE

This By-law becomes effective on the day of its final passing.

PASSED in Open Council this 12th day of July, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI