



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

Tuesday, May 24, 2022

4:30 pm

Council Chambers and Video Conference

Pages

1. Land Acknowledgement

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

2. Adoption of Minutes

15 - 31

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the Minutes of the Regular Council Meeting of May 2, 2022 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the Agenda for May 24, 2022 City Council Meeting as presented be approved.

6. Proclamations/Presentations

6.1. Hydrocephalus and Spina Bifida Awareness Month

32 - 32

6.2.	Social Services Awareness Week	33 - 33
6.3.	Menstrual Health Day	34 - 34
6.4.	National Deafblind Awareness Month	35 - 35
6.5.	Recreation and Parks Month	36 - 36
6.6.	PUC Smartgrid	37 - 45
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor M. Bruni	
	Seconder Councillor M. Shoemaker	
	Resolved that all the items listed under date May 24, 2022 – Agenda item 7 – Consent Agenda be approved as recommended.	
7.1.	Hallowe'en Spirit Awards	46 - 47
	A report of the Deputy City Clerk is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Deputy City Clerk dated May 24, 2022 concerning Hallowe'en Spirit Awards be received and that a Hallowe'en Spirit Awards program commence in 2023.	
7.2.	Travel Expenses of Council and Employees – By-law Amendment	48 - 49
	A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.	
	The relevant By-law 2022-106 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.3.	Listing and Marketing City-Owned Industrial Properties	50 - 51
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor R. Niro	
	Seconder Councillor M. Shoemaker	
	Resolved that the report of the Manager of Purchasing dated May 24, 2022 be received and that the proposal submitted by Century 21 Choice Realty Inc. for the provision of professional services for listing and marketing City-owned industrial properties on an as-required basis for a three year period (with the option for up to two additional years by mutual agreement) as required by	

Economic Development be approved.

7.4.	Tenders for Equipment Purchase	52 - 55
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Manager of Purchasing dated May 24, 2022 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:	
	<ul style="list-style-type: none">• One utility truck with crane, Commercial Truck Equipment – \$148,795• One trailer mounted portable generator, Toromont CAT – \$141,109	
	for a total amount of \$289,904 plus HST.	
7.5.	Downtown Trolley	56 - 58
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 24, 2022 concerning Downtown Trolley be received as information.	
7.6.	Northern Avenue at Sackville Road Intersection – Crossing Guard Update	59 - 61
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor M. Shoemaker	
	Resolved that the report of the Director of Community Services dated May 24, 2022 concerning Northern Avenue at Sackville Road Intersection – Crossing Guard Update be received and that a crossing guard be maintained at Northern Avenue at Sackville Road intersection. If there is a significant drop in utilization in the future staff are authorized to remove the guard in alignment with Engineering's previous recommendation to Council.	
7.7.	Heritage Property Tax Rebate Program – 1048 Queen Street East	62 - 63
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor M. Bruni	

Seconder Councillor D. Hilsinger
Resolved that the report of the Manager of Recreation and Culture dated May 24, 2022 concerning Heritage Property Tax Rebate Program – 1048 Queen Street East be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 1048 Queen Street East be enrolled in the Heritage Property Tax Rebate Program be approved.

7.8. Best for Kids Program – Reserve Funds 64 - 65

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated May 24, 2022 concerning Best for Kids Program – Reserve Funds be received and that an allocation of \$2,600 to be used to purchase program equipment be approved.

7.9. St. Marys River Heritage Walk Project Update 66 - 68

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated May 24, 2022 concerning St. Marys River Heritage Walk Project Update be received and that \$12,800 be allocated from the Asset Management Reserve.

7.10. Ermatinger Clergue National Historic Site – Annual Report – 2021 Operations 69 - 84

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 24, 2022 concerning Annual Report – 2021 Operations be received as information.

7.11. Passchendaele Lane Construction 85 - 86

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

The relevant By-laws 2022-104 and 2022-105 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.12. Central Creek Aqueduct Repair 2022 87 - 91

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

The relevant By-laws 2022-99 and 2022-101 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.13. Bloor Street West Reconstruction 92 - 98

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

The relevant By-laws 2022-97 and 2022-98 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.14. Biosolids Management Plan Notice of Addendum 99 - 111

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Land Development and Environmental Engineer dated May 24, 2022 concerning Biosolids Management Plan Notice of Addendum be received that the Notice of Addendum be issued.

7.15. MacDonald Avenue Drainage Improvements 112 - 116

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

The relevant By-laws 2022-102 and 2022-103 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.16. Landfill Operations and Monitoring 2021 – Environmental Monitoring Committee 117 - 120

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Land Development and Environmental Engineer dated May 24, 2022 concerning Landfill Operations and Monitoring 2021 – Environmental Monitoring Committee be received as information.

7.17. 2022 Ditching Program 121 - 124

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker
Resolved that the report of the Director of Public Works dated May 24, 2022 concerning 2022 Ditching Program be received as information.

7.18. Street and Lane Closings Downtown Plaza 125 - 127

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

The relevant By-laws 2022-107 and 2022-108 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.19. Rental Housing Incentive Program 18 – 352 Northern Avenue 128 - 133

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated May 24, 2022 concerning Rental Housing Incentive Program 18 – 352 Northern Avenue be received and that Council authorize a four-year incremental tax grant (75%, 75%, 50%, 25%) for the proposed 58 unit development at 352 Northern Avenue, subject to:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction; and
2. After the grant program is completed, full municipal taxes will apply.

7.20. Rental Housing Incentive Program – Two Year Extension to 2024 134 - 143

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

The relevant By-law 2022-93 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.21. Korah Relay for Life 144 - 145

Correspondence from the Korah Relay for Life Committee is attached for the consideration of Council.

The relevant By-law 2022-90 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.22. Huron Central Railway – Updated Letter of Support 146 - 146

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the CAO dated May 24, 2022 concerning Huron

Central Railway – Updated Letter of Support be received and that an updated Letter of Support for HCR's application to the Federal Government be issued.

8. Reports of City Departments, Boards and Committees

8.1. Administration

8.2. Corporate Services

8.3. Community Development and Enterprise Services

8.4. Public Works and Engineering Services

8.5. Fire Services

8.6. Legal

8.7. Planning

8.7.1. A-3-22-Z.OP 1035 Wellington Street East, 189 Upton Road and 185 Upton Road (Amended) Zion Evangelical Lutheran Church 147 - 158

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Planner dated May 24, 2022 concerning Official Plan and Rezoning Application A-3-22-Z.OP be received and that Council:

Approve Official Plan Amendment #239 by way of a notwithstanding clause to permit up to 325m² of office space on the subject property (1035 Wellington Street East, 185 and 189 Upton Road);

Rezone the subject property (1035 Wellington Street East, 185 and 189 Upton Road) from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception to, in addition to the uses permitted in a Single-Detached Residential Zone (R2):

1. Permit up to 325 square metres of office space;
2. Reduce the landscaped open space requirement from 30% to 25%;
3. Permit parking spaces to be located in a required exterior side yard within 50 metres of the southerly lot line;
4. Exempt the required 15 parking spaces associated with the office space from surface treatment requirements; and
5. Reduce the required number of barrier free parking spaces from 2 to 0 for office space.

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

8.7.2. A-5-22-Z.OP 865 Second Line East (Soo Auto) 159 - 172

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Planner dated May 24, 2022 concerning Official Plan and Rezoning Application A-5-22-Z.OP be received and that Council:

Redesignate the northern 95 metres of 865 Second Line East from Residential to Commercial on Land Use Schedule C by approving Official Plan Amendment #240;

Rezone the northern 95 metres of 865 Second Line East from General Commercial Zone (C4) to General Commercial Zone (C4.S) with a special exception to reduce the required landscaped open space from 50% to 30% for the required exterior side yard only;

And that the northern 95 metres of 865 Second Line East 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.

8.8. Boards and Committees

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

9.1. Group Homes

Mover Councillor P. Christian

Seconder Councillor S. Hollingsworth

Whereas group homes play an important role in providing care and treatment for their clients; and

Whereas these homes are staffed by trained professionals who deal with clients on an ongoing basis; and

Whereas group home staff are faced with challenging situations that, from time to time, require external support from municipal emergency services; and

Whereas these situations will occasionally disrupt the day-to-day lives of local residents and create occasional safety concerns for both clients and neighbours alike; and

Whereas some municipalities in Ontario have by-laws that create a minimum distance between group homes in an attempt to mitigate these situations;

Now Therefore Be It Resolved that staff be requested to create a by-law that recognizes the need for group homes in our community and also establishes a buffer between them;

Further Be It Resolved that staff model the by-law after the by-law established in Burlington Ontario and similar municipalities.

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

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

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all By-laws under item 12 of the Agenda under date May 24, 2022 be approved.

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

12.1.1. **By-law 2022-90 (Regulation Noise) Korah Relay for Life**

173 - 173

Correspondence from the Korah Relay for Life Committee is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-90 being a by-law to amend Noise Control By-law 80-200 by-law to allow for an exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 9, 2022 to 7:00 a.m. on June 10, 2022 be passed in open Council this 24th day of May, 2022.

12.1.2. **By-law 2022-91 (Agreement) Mill Market Relocation Brock Street**

174 - 245

Council report was passed by Council resolution on April 11, 2022.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-91 being a by-law to authorize the execution of the Agreement between the City and MGP Architects Engineer Inc. for the relocation of the Mill Market to 73 Brock Street be passed in open Council this 24th day of May, 2022.

12.1.3. **By-law 2022-92 (Agreement) Sault Lock Tours Inc.**

246 - 250

Council Report was passed by Council resolution on May 2, 2022.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-92 being a by-law to authorize the execution of the Agreement between the City and Sault Lock Tours Inc. for dock rental space at the Roberta Bondar Park be passed in open Council this 24th day of May, 2022.

- 12.1.4. **By-law 2022-93 (Planning) Rental Housing Community Improvement Plan** 251 - 251

A report from the Planning Director is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-93 being a by-law to extend the Rental Housing Community Improvement Plan for an additional two years be passed in open Council this 24th day of May, 2022.

- 12.1.5. **By-law 2022-94 (Official Plan Amendment 238) 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario)** 252 - 254

Council report was passed by Council resolution on May 2, 2022.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2022-94 being a by-law to adopt Amendment No. 238 to the Official Plan for the City of Sault Ste. Marie (Cesar Developments Inc. c/o Anthony Cesario, southerly 74 metres of 522 Allen's Side Road) be passed in open Council this 24th day of May, 2022.

- 12.1.6. **By-law 2022-95 (Zoning) 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario)** 255 - 257

Council report was passed by Council resolution on May 2, 2022.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2022-95 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at the southerly 74 metres of 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario) be passed in open Council this 24th day of May, 2022.

- 12.1.7. **By-law 2022-96 (Development Control) 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario)** 258 - 259

Council report was passed by Council resolution on May 2, 2022.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2022-96 being a by-law to designate the lands located at the southerly 74 metres of 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario) be passed in open Council this 24th day of May, 2022.

- 12.1.8. **By-law 2022-97 (Engineering) Reconstruction Bloor Street West (Contract 2022-6E)** 260 - 262

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-97 being a by-law to authorize the execution of the contract between the City and Pioneer Construction Inc. for the reconstruction of Bloor Street West from Lyons Avenue to Patrick Street (Contract 2022-6E) be passed in open Council this 24th day of May, 2022.

- 12.1.9. **By-law 2022-98 (Temporary Street Closing) Bloor Street West** 263 - 263

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-98 being a by-law to permit the temporary closing of Bloor Street West from Lyons Avenue to Patrick Street from May 30, 2022 to November 30, 2022 to allow for the reconstruction of Bloor Street West from Lyons Avenue to Patrick Street be passed in open Council this 24th day of May, 2022.

- 12.1.10. **By-law 2022-99 (Engineering) Central Creek West Aqueduct Repairs** 264 - 266

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-99 being a by-law to authorize the execution of the contract between the City and EllisDon Industrial Inc. for the 2022 Central Creek West Aqueduct repairs (Contract 2022-9E) be passed in open Council this 24th day of May, 2022.

- 12.1.11. **By-law 2022-101 (Temporary Street Closing) Metzger Street and McAllen Street** 267 - 267

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-101 being a by-law to permit the temporary

closing of Metzger Street and McAllen Street at Central Street from May 30, 2022 to November 30, 2022 to allow for the 2022 Central Creek Aqueduct repairs be passed in open Council this 24th day of May, 2022.

- 12.1.12. **By-law 2022-102 (Engineering) MacDonald Ave Drainage Improvements (Contract 2022-8E)** 268 - 270

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-102 being a by-law to authorize the execution of the contract between the City and Trimount Construction Group Inc. for the MacDonald Avenue Drainage Improvements (Contract 2022-8E) be passed in open Council this 24th day of May, 2022.

- 12.1.13. **By-law 2022-103 (Temporary Street Closing) MacDonald Avenue** 271 - 271

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-103 being a by-law to permit the intermittent temporary closing of MacDonald Avenue from May 30, 2022 to October 31, 2022 be passed in open Council this 24th day of May, 2022.

- 12.1.14. **By-law 2022-104 (Engineering) Passchendaele Lane Construction** 272 - 274

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-104 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the Passchendaele Lane construction (Contract 2022-E) be passed in open Council this 24th day of May, 2022.

- 12.1.15. **By-law 2022-105 (Temporary Street Closing) Intersections Northern Avenue East, Panoramic Drive, Princeton Drive with Passchendaele Lane** 275 - 275

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-105 being a by-law to permit the intermittent temporary closing of the intersections of Northern Avenue East, Panoramic Drive and Princeton Drive with the proposed Passchendaele Lane from May 30, 2022 to November 30, 2022 to allow for the Passchendaele Lane

construction be passed in open Council this 24th day of May, 2022.

- 12.1.16. **By-law 2022-106 (Administration) Travel Expenses** 276 - 276

A report from the Chief Financial Officer/City Treasurer is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-106 being a by-law to amend By-law 2015-147 (being a by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of Council and employees of the Corporation while travelling on the business of the Corporation) be passed in open Council this 24th day of May, 2022.

- 12.1.17. **By-law 2022-107 (Street/Lane Assumptions) Downtown Plaza** 277 - 279

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-107 being a by-law to assume for public use and establish as public streets various parcels of land be passed in open Council this 24th day of May, 2022.

- 12.1.18. **By-law 2022-108 (Street/Lane Closing) Downtown Plaza** 280 - 282

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2022-108 being a by-law to stop up, close and authorize the conveyance of various streets/lanes in the Downtown Plaza be passed in open Council this 24th day of May, 2022.

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

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

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

14. **Closed Session**

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that this Council move into closed session to consider three items concerning the proposed disposition of property;

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

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

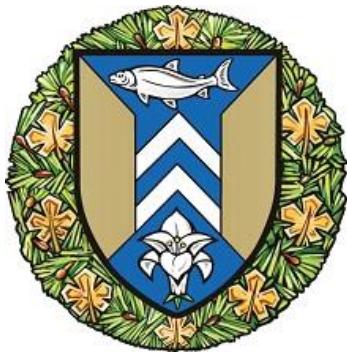
15.

Adjournment

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, May 2, 2022

4:30 pm

Council Chambers and 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, M. Zuppa, F. Coccimiglio,(L. Girardi, T. Vair, K. Fields, D. McConnell, B. Lamming, T. Anderson, C. Rumiel, P. Milosevich, , T. Vecchio, P. Tonazzo, J. Allard, L. Bell, E. Cormier by video conference)

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of April 11, 2022 be approved.

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

4. Declaration of Pecuniary Interest

4.1 Councillor R. Niro – A-4-22-Z.OP 522 Allen's Side Road

Daughter lives within notification area.

4.2 Councillor M. Shoemaker – A-4-22-Z.OP 522 Allen's Side Road

Applicant is a client of law firm.

5. Approve Agenda as Presented

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the Agenda and Addendum #1 for May 2, 2022 City Council Meeting as presented be approved.

6. Proclamations/Presentations

6.1 2020 Medal of Merit Award Presentations

- Honourable Justice Ray Stortini
- Shingwauk Residential Schools Centre

6.2 2021 Community Development Award

Joe Greco, Sam DeSumma, Mark Febbraro were in attendance to receive the award.

Bob Burns, Chair, Community Development Award Committee was in attendance.

6.3 Museum Month

6.4 Mental Health Week

6.5 Melanoma and Skin Cancer Awareness Month

6.6 Brain Tumour Awareness Month

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that all the items listed under date May 2, 2022 – Agenda item 7 – Consent Agenda save and except Agenda item 7.11 be approved as recommended.

Carried

7.1 Year End Financial Report – December 31, 2021

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer regarding the 2021 year end financial reports be received and that Council approve the 2021 year end reserve transfers.

Carried

7.2 First Quarter Financial Report – March 31, 2022

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated May 2, 2022 concerning First Quarter Financial Report be received as information.

Carried

7.3 2022 Tax Policy and Rates

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

The relevant By-laws 2022-76, 2022-77, and 2022-78 are listed under item 12 of the Minutes.

7.4 2022 Property Tax Capping Options

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

The relevant By-law 2022-75 is listed under item 12 of the Minutes.

7.5 Tender for Ready-Mix Concrete

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 2, 2022 be received and that the tender submitted by Caswell Concrete Products for the supply of ready-mix concrete for the 2022 construction season commencing May 3, 2022 at the tendered pricing (HST extra) be approved.

Carried

7.6 Wide Area Network Service RFP

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated May 2, 2022 be received and that the proposal submitted by Ontera for the provision of Wide Area Network Services for a period of five years be approved.

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

Carried

7.7 Kids Being Kids Summer Program

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Recreation and Culture dated May 2, 2022 be received and that the partnership with District of Sault Ste. Marie Social Services Administration Board Kids Being Kids summer program to provide use of the John Rhodes Centre and Northern Community Centre and waive rental fees amounting to \$1,884 be approved.

Carried

7.8 Firearms By-law Exemptions – Ermatinger Clergue National Historic Site

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

The relevant By-law 2022-81 is listed under item 12 of the Minutes.

7.9 Tenaris Industrial Transformation Project EDF Agreement

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

The relevant By-law 2022-84 is listed under item 12 of the Minutes.

7.10 2022 City Share Tourism Expenditures

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director Tourism and Community Development dated May 2, 2022 concerning the allocation of the Municipal Accommodation Tax (MAT) be received and that the use of the \$187,183 of the City share of Tourism Funds from the 2021 MAT and uncommitted reserve funds transfer for tourism related cycling infrastructure and general product development be approved.

Carried

7.12 Municipal Law Enforcement Officers

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

The relevant By-law 2022-82 is listed under item 12 of the Minutes.

7.13 Noise Exemption – Filming of "The Day Lacy Called"

The report of the Film, TV and Digital Media Coordinator was received by Council.

The relevant By-law 2022-89 is listed under item 12 of the Minutes.

7.14 Two Billion Trees Program Application – Sault Ste. Marie Urban Tree Canopy and Land Analysis Study

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Sustainability Coordinator dated May 2, 2022 concerning Natural Resources Canada 2 Billion Trees Program Application – Sault Ste. Marie Urban Tree Canopy and Land Analysis Study be received as information.

Carried

7.15 Invasive Species Centre Workshop Community Development Fund Application

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Sustainability Coordinator dated May 2, 2022 concerning Invasive Species Centre Workshop Community Development Fund Green Initiatives Program application be received and that the recommendation of the Environmental Sustainability Committee to allocate \$2,640.40 be approved.

Carried

7.16 2022 Resurfacing Program

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Director of Engineering dated May 2, 2022 be received and that the 2022 Road Resurfacing Program be approved.

Carried

7.17 Angelina Avenue Reconstruction

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

The relevant By-laws 2022-85 and 2022-86 are listed under item 12 of the Minutes.

7.18 Cedar and Dufferin Street Reconstruction

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

The relevant By-laws 2022-87 and 2022-88 are listed under item 12 of the Minutes.

7.19 DSSMSSAB Lease Agreement

The report of the Fire Chief was received by Council.

The relevant By-law 2022-64 and 2022-65 is listed under item 12 of the Minutes.

7.20 Patio Update

The report of the Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Planner dated May 2, 2022 concerning outdoor patios be received and that:

1. All existing patio licence of occupation approvals be repealed and re-issued to remove COVID-19 regulations at no cost to the businesses;
2. Application and parking space utilization fees for patios be waived through to December 31, 2022.

Carried

7.21 Rental Housing Incentive Program 17 – 899 Second Line West

The report of the Senior Planner was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Senior Planner dated May 2, 2022 concerning the Rental Housing Incentive Program be received and that a three-year incremental tax grant (75% in year one, 50% in year two, and 25% in year three) for the proposed 5-unit townhouse development at 899 Second Line West be approved subject to:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction; and
2. After the grant program is completed, full municipal taxes will apply.

Carried

7.11 Sault Lock Tours Inc. Tourism Development Fund Application

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Tourism and Community Development dated May 2, 2022 concerning Sault Lock Tours Inc. Tourism Development Fund Application be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$25,000 per year for five years be approved;

Further, that first year dock rental fee of \$5,960 be waived and a rate of \$5,000 be established for dock rental for Sault Lock Tours Inc. annually thereafter.

	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	9	2	0
			Carried

7.11.1 Amending Motion

Moved by: Councillor M. Scott

Seconded by: Councillor M. Bruni

Resolved that the following words be deleted:

"the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$25,000 per year for five years be approved

Further, that first year dock rental fee of \$5,960 be waived and a rate of \$5,000 be established for dock rental for Sault Lock Tours Inc. annually thereafter."

and replaced with the following:

"a one year pilot project for Sault Lock Tours Inc., allocating \$25,000 for that year with staff to report back on the results of the pilot with the option for Council to decide at that time on allocating an additional \$25,000 per year for four additional years."

	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	2	9	0

Defeated

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Downtown Plaza Update

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 2, 2022 concerning Downtown Plaza Update be received and that Council

authorize an allocation of up to \$1,318,569 from the Canada Community Building Fund funding to support plaza construction.

A report from the Purchasing Department concerning the award of the tender appears elsewhere on the Agenda.

	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	8	3	0

Carried

8.3.2 Tender – Downtown Plaza Development

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 2, 2022 be received and that the tender submitted by Avery Construction Ltd. for construction of the Downtown Plaza at the negotiated tendered price of \$8,594,530.71 plus HST be approved.

A By-law authorizing signature of the contract will appear on a future Council Agenda.

	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	8	3	0

Carried

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-3-22-Z.OP 189 Upton Road and 1035 Wellington Street East (Zion Evangelical Lutheran Church)

The report of the Planner was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Planner dated May 2, 2022 concerning Official Plan and Rezoning Application A-3-22-Z.OP be received and that Council postpone this application to May 24, 2022.

	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

8.7.2 A-4-22-Z.OP 522 Allen's Side Road

Councillor R. Niro declared a conflict on this item. (Daughter lives within notification area.)

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

Frank Naccarato and Anthony Cesario were in attendance representing the Applicant.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Planner dated May 2, 2022 concerning Official Plan and Rezoning Application A-4-22-Z.OP be received and that Council:

Redesignate the southern 74 metres of 522 Allen's Side Road from Rural Area to Industrial on Land Use Schedule C of the Official Plan by approving Official Plan Amendment #238;

Rezone the southern 74 metres of 522 Allen's Side Road from Rural Area Zone (RA) to Light Industrial Zone (M1.S291) with Special Exception 291 to, in addition to the uses permitted in a Light Industrial Zone (M1);

1. Permit the manufacture and assembly of solar panels.
2. Prohibit the following uses:
 - Contractors yard;
 - Delivery and courier services;
 - Dry cleaning and laundry plants;
 - Manufacturing of food and beverages;
 - Rental and leasing; and
 - Warehousing, wholesaling and distribution centres.

And that the southern 74 metres of 522 Allen's Side Road 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.

	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			
Councillor M. Bruni	X		
Councillor R. Niro			
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	0

Carried

8.8 Boards and Committees

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

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that all By-laws under item 12 of the Agenda under date May 2, 2022 be approved.

Carried

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

12.1.1 By-law 2022-64 (Agreement) DSSAB 65 Old Garden River Road

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-64 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board authorizing the extension of the lease agreement regarding 65 Old Garden River Road be passed in open Council this 2nd day of May, 2022.

Carried

12.1.2 By-law 2022-65 (Agreement) DSSAB 72 Tancred Street

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-65 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie District Social Services Administration Board authorizing a one year temporary agreement regarding 72 Tancred Street be passed in open Council this 2nd day of May, 2022.

Carried

12.1.3 By-law 2022-75 (Taxes) Tax Capping Options

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-75 being a by-law to Adopt Optional Tools for the Purposes of Administering Limits for the Commercial and Industrial Property Classes be passed in open Council this 2nd day of May, 2022.

Carried

12.1.4 By-law 2022-76 (Taxes) Final Tax Billing

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-76 being a by-law to provide for 2022 final tax billing be passed in open Council this 2nd day of May, 2022.

Carried

12.1.5 By-law 2022-77 (Taxes) Adoption Tax Ratios

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-77 being a by-law to provide for the adoption of tax ratios be passed in open Council this 2nd day of May, 2022.

Carried

12.1.6 By-law 2022-78 (Taxes) Property Tax Rates

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-78 being a by-law to provide for the adoption of property tax rates for 2022 be passed in open Council this 2nd day of May, 2022.

Carried

12.1.7 By-law 2022-79 (Zoning) 149 Pim Street (Scott/Lock)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-79 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 149 Pim Street (Scott/Lock) be passed in open Council this 2nd day of May, 2022.

Carried

12.1.8 By-law 2022-80 (Engineering) AECOM Canada Limited South Market Storm Sewer Rehabilitation Project

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-80 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Limited for the South Market storm sewer rehabilitation project be passed in open Council this 2nd day of May, 2022.

Carried

12.1.9 By-law 2022-81 (Regulations) Firearms Exemption and Noise Exemption

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-81 being a by-law to exempt the Ermatinger Clergue National Historic Site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 2nd day of May, 2022.

Carried

12.1.10 By-law 2022-82 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-82 being a by-law to appoint Municipal Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 2nd day of May, 2022.

Carried

12.1.11 By-law 2022-83 (Agreement) Green Circle Environmental Recycling Inc. (GFL Environmental Inc.)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-83 being a by-law to authorize the execution of the Amending Agreement between the City and Green Circle Environmental Recycling Inc. to amend the Agreement dated August 12, 2002 for the provision of curbside recyclables collection and processing (GFL Environmental Inc.) be passed in open Council this 2nd day of May, 2022.

Carried

12.1.12 By-law 2022-84 (Agreement) EDC Tenaris Industrial Transformation EDF (Algoma Tubes, Inc.)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-84 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Economic Development Corporation and Algoma Tubes, Inc. to formalize the previously approved Economic Development Program contribution be passed in open Council this 2nd day of May, 2022.

Carried

12.1.13 By-law 2022-85 (Engineering) Angelina Avenue Reconstruction (Contract 2022-2E)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-85 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Angelina Avenue (Contract 2022-2E) be passed in open Council this 2nd day of May, 2022.

Carried

12.1.14 By-law 2022-86 (Temporary Street Closing) Angelina Avenue

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-86 being a by-law to permit the temporary closing of Angelina Avenue from May 15, 2022 to November 30, 2022 be passed in open Council this 2nd day of May, 2022.

Carried

12.1.15 By-law 2022-87 (Engineering) Cedar Street and Dufferin Street Reconstruction (Contract 2022-4E)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-87 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Cedar Street and Dufferin Street (Contract 2022-4E) be passed in open Council this 2nd day of May, 2022.

Carried

12.1.16 By-law 2022-88 (Temporary Street Closing) Cedar Street and Dufferin Street

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-88 being a by-law to permit the temporary closing of Cedar Street between Tancred Street and Wilson Street and Dufferin Street between Grosvenor Avenue and Trelawne Avenue from May 15, 2022 to November 30, 2022 be passed in open Council this 2nd day of May, 2022.

Carried

12.1.17 By-law 2022-89 (Noise) Exemption to By-law 80-200

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-89 being a by-law to exempt the various locations of filming of the film The Day Lacy Called, overnight on May 4 and 5, 2022 from the Noise Control By-law 80-200 be passed in open Council this 2nd day of May, 2022.

Carried

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

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

12.3.1 By-law 2022-39 (Lane Closing and Conveyance) McDougald Subdivision

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2022-39 being a by-law to stop up, close and authorize the conveyance of a lane in the McDougald Subdivision, Plan 366MCD be read a THIRD time in open Council this 2nd day of May, 2022.

Carried

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

14. Closed Session

15. Adjournment

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Hydrocephalus is an excessive accumulation of fluid in the brain. It may be present at birth or may develop at any stage later in life; and

WHEREAS Spina bifida is a birth defect that develops within the first four weeks of pregnancy resulting in varying degrees of permanent neurological damage; and

WHEREAS There is no cure for either of these conditions that result in varying degrees of disability; and

WHEREAS Hydrocephalus Canada serves people with spina bifida and hydrocephalus, their families and the public; and

WHEREAS Health Canada has proclaimed June as Spina Bifida and Hydrocephalus Awareness Month; and

WHEREAS Many people are not aware of the Association or that it offers support, information, educational programming and funds research to prevent and treat these conditions; and

WHEREAS Hydrocephalus Canada encourages all Ontarians to learn more about these conditions and to appreciate the challenges faced by individuals affected by them:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **June 2022** as "**Spina Bifida and Hydrocephalus Awareness Month**" in the City of Sault Ste. Marie and I urge all citizens to give full consideration and attention to the Spina Bifida and Hydrocephalus Association of Ontario.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Social services are vital to our community's health, well-being and prosperity and;

WHEREAS Social Services' Awareness Week highlights the unique and comprehensive services available by numerous providers within the City of Sault Ste. Marie and;

WHEREAS Social Services' Awareness Week is an inclusive event that promotes the development of a community where everyone is valued, respected and recognized and;

WHEREAS Community Social Services agencies have come together with the aim of increasing public awareness about the programs and services available within our community and;

WHEREAS Residents of Sault Ste. Marie and surrounding area are encouraged to engage, learn and fully participate and in the events scheduled throughout the week:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie do hereby proclaim **June 6th to the 10th, 2022** as "**Social Services Awareness Week**" and invite all members of the community to learn, take part and acknowledge the service and contributions that social agencies provide for the betterment of our community.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Menstrual Health Day highlights the importance of menstrual equity and public education that advocates for equitable access to proper menstrual hygiene; and

WHEREAS This day raises awareness about the challenges that women, girls and gender diverse people experience due to menstruation. It also highlights the importance of menstrual hygiene; and

WHEREAS It is a time to speak positively about periods and help end the stigma around them, while understanding the need for equality, including providing marginalized communities with access to free menstrual hygiene products that reduce period poverty in our community; and

WHEREAS Through open dialogue, we can work to promote equitable access to hygiene needs and products:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, proclaim **May 28th, 2022** as **Menstrual Health Day** in Sault Ste. Marie and encourage support of organizations and individuals committed to raising awareness about the needs of the community through education to ensure the health and well-being of our communities is improved.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Deafblindness is a unique disability that incorporates the loss of both sight and hearing. Individuals who are deafblind can live full, meaningful lives as independently as possible with the right supports in place, such as intervener services; and

WHEREAS National Deafblind Awareness Committee support community partners and individuals who are deafblind to increase their independence and improve their quality of life through specialized services; and

WHEREAS Everyone is encouraged to help promote deafblindness by attending an awareness event and proclaiming June as Nation Deafblind Awareness Month in our community and checking out the calendar of events at www.deafblindnetworkontario that includes flag raisings and lighting up of local landmarks in communities across Canada; and

WHEREAS June should be designated as National Deafblind Awareness Month to recognize and celebrate the contributions who are deafblind make in their communities with the support of interveners who serve as a bridge to communication for individuals who are deafblind:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **June 2022** as **“National Deafblind Awareness Month”**.

Signed,

Christian Provenzano
Mayor



OFFICE OF THE MAYOR

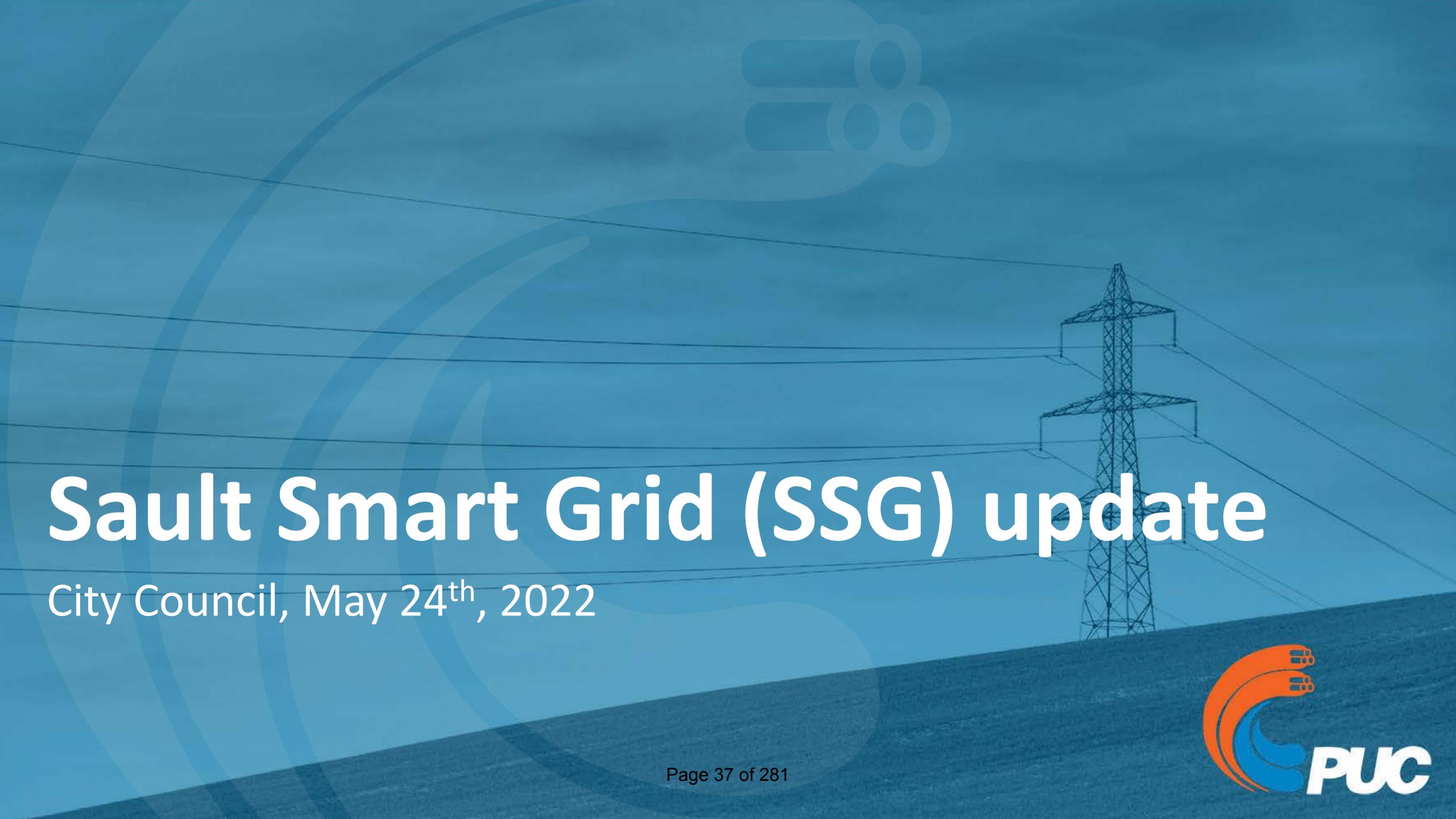
PROCLAMATION

-
- WHEREAS** In Sault Ste. Marie, we are fortunate to have a variety of parks and recreation systems providing countless opportunities for residents and visitors; and
- WHEREAS** Recreation enhances quality of life, balanced living and lifelong learning; helping people live happier and longer; and
- WHEREAS** Recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and
- WHEREAS** Parks, open space and trails provide active and passive outdoor recreational opportunities, help maintain clean air and water; and promote stewardship of the natural environment; and
- WHEREAS** Recreation, therapeutic recreation and leisure education are essential to the rehabilitation of many individuals; and
- WHEREAS** The benefits provided by recreational programming, parks, and open are numerous and significant; and
- WHEREAS** All levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks program, services and facilities:

THEREFORE, I, Christian Provenzano, as Mayor of Sault Ste. Marie, do hereby designate the month of **June**, which witnesses the greening of Ontario and serves as a significant gateway to family activities, has been designated as **Recreation and Parks Month**, which will annually recognize and celebrate the benefits from quality public and private recreation and parks resources at the local, regional and provincial levels.

Signed,

Christian Provenzano
MAYOR



Sault Smart Grid (SSG) update

City Council, May 24th, 2022

What is a Smart Grid?

In a smart grid, an integrated system of internet-connected meters, sensors and equipment utilize two-way communication and data management software processes to automatically control elements of the grid.



Volt/VAR optimization safely reduces voltage delivered to consumers in an effort to save energy.



Distribution automation is the 'self-healing' aspect of the grid in the event of a power outage.

What are the benefits?

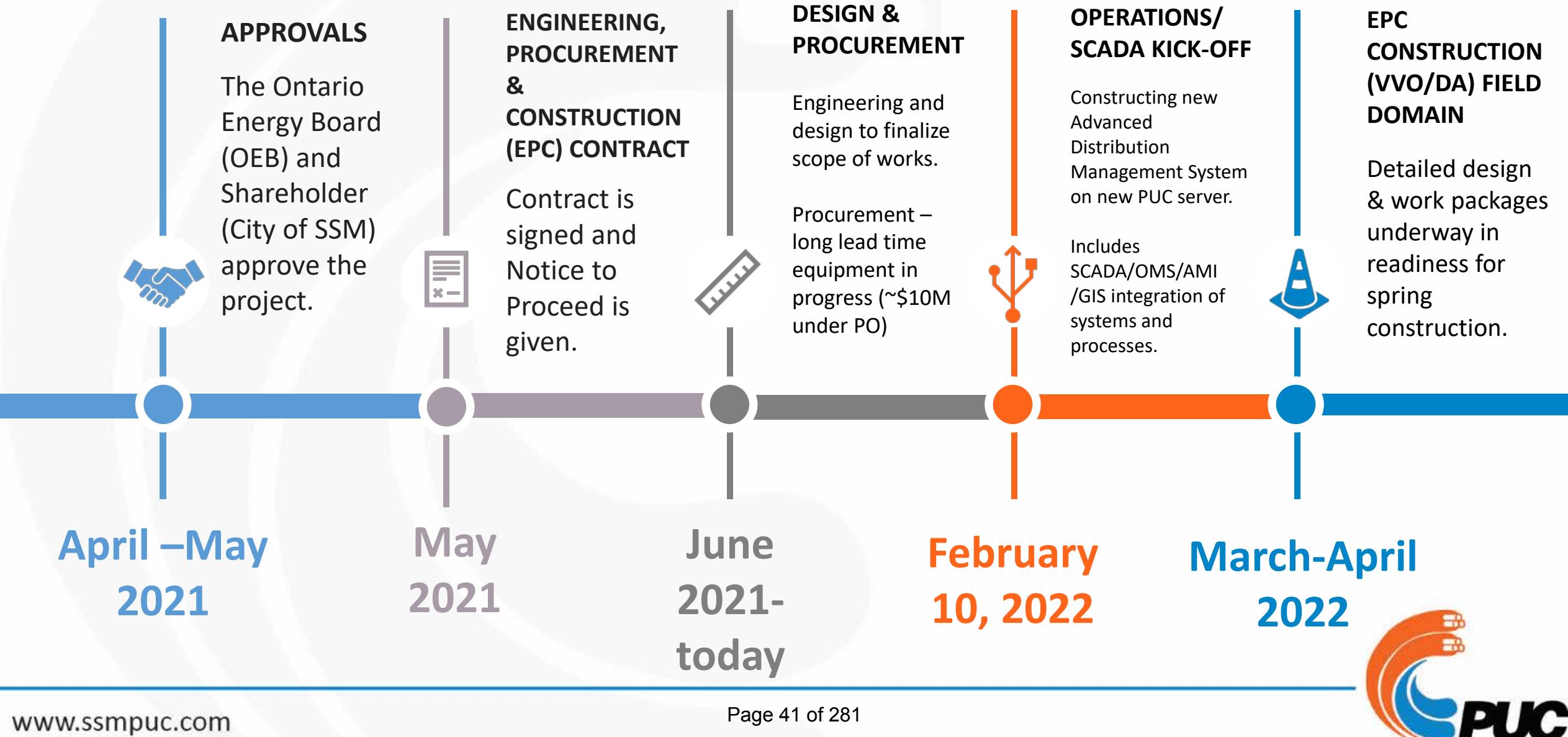
- Average energy savings of **2.7 per cent** per customer
- Improved planning and data reporting system (outage notifications)
- Improved reliability
 - reduction in the duration of outages
- Reduction of greenhouse gas emission in the community to **2,804 tonnes** of carbon dioxide annually

SSG Update

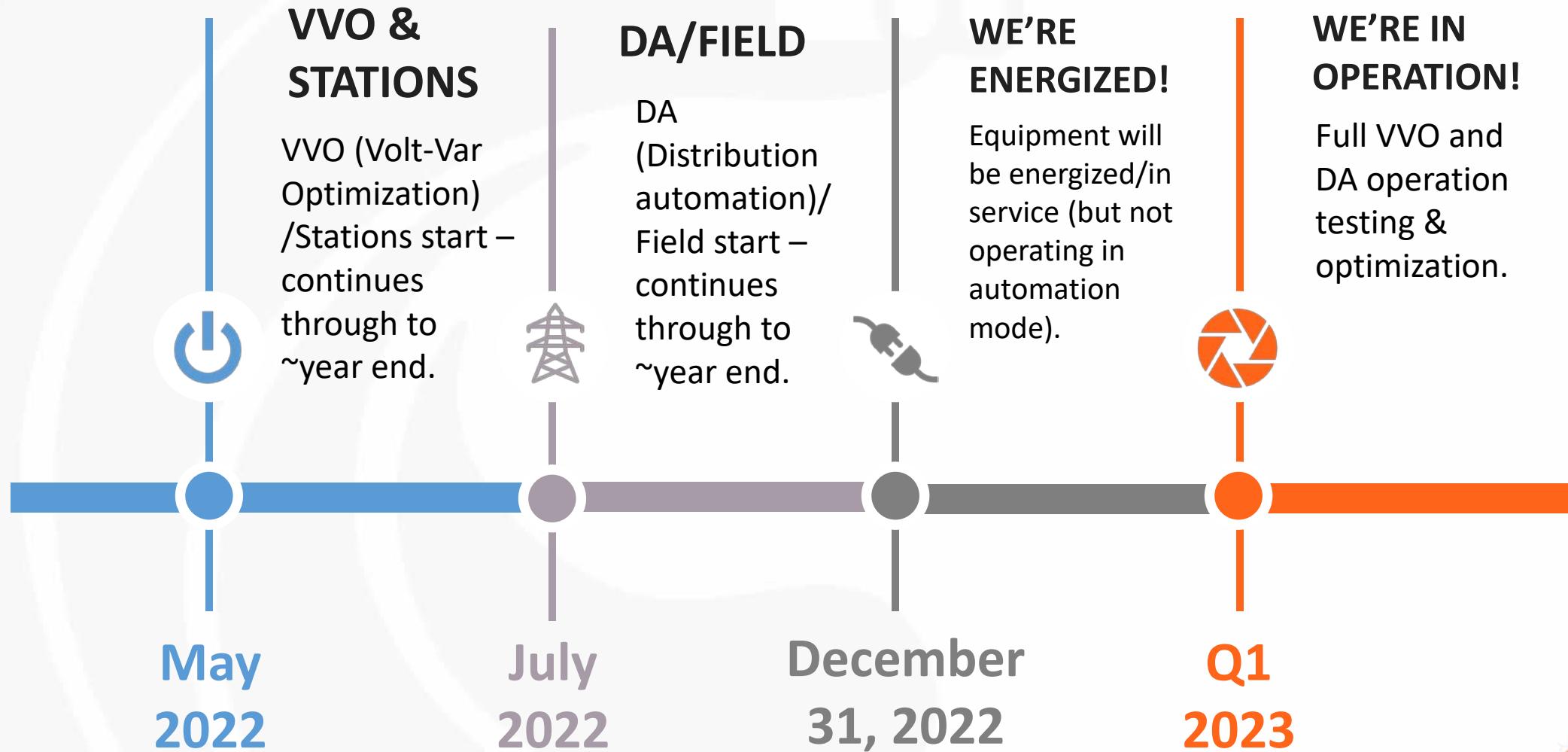
Quick Facts (fact sheet is included in the package)

- Total Cost = 24.5M (net of NRCan funding)
 - The project secured funding from Natural Resources Canada up to \$11,800,000.
- The grid is expected to be in service by the beginning of 2023 (see timeline)
- A competitive public tendering process awarded Overland Contracting Canada Inc. (wholly owned subsidiary of Black and Veatch) the contract.

Timeline: Recent events up to now...



Timeline: Looking Ahead...





Thank you
Questions?



Fact Sheet Series

Sault Smart Grid (SSG) | March 2022

The Sault Smart Grid (SSG) is the first of its kind in Canada. Using innovative technology, the community-wide project will revamp Sault Ste. Marie's energy-distribution infrastructure and deliver multiple benefits to PUC Distribution customers.

Quick General Facts:

- The Sault Smart Grid (SSG) is a community-wide smart grid that will cover PUC Distribution's entire service territory.
- The total cost of the project is 24.5 million (net of NRCan's funding).
- The project secured funding from Natural resources Canada up to \$11.8 million.
- A competitive public tendering process awarded the contract to Overland Contracting Canada Inc. (wholly owned subsidiary of Black and Veatch).
- The Ontario Energy Board (OEB) approved the project in April 2021 (see timeline for more info).
- The project is expected to be in service by the beginning of 2023 (see timeline for more info).
- SSG will have a lasting impact on how PUC Distribution delivers power to homes and businesses.

How it works:

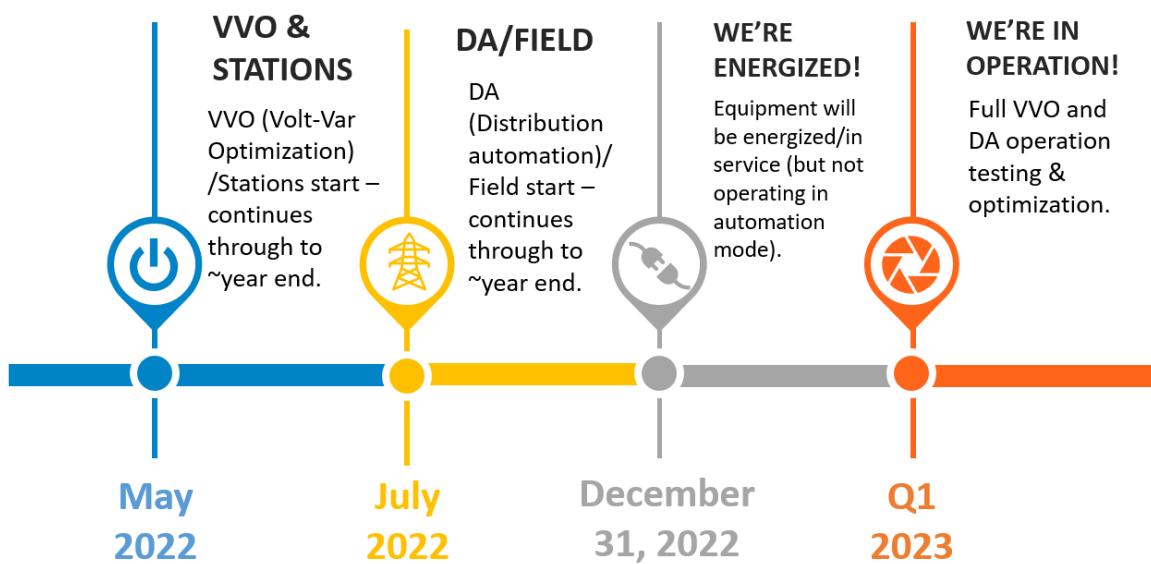
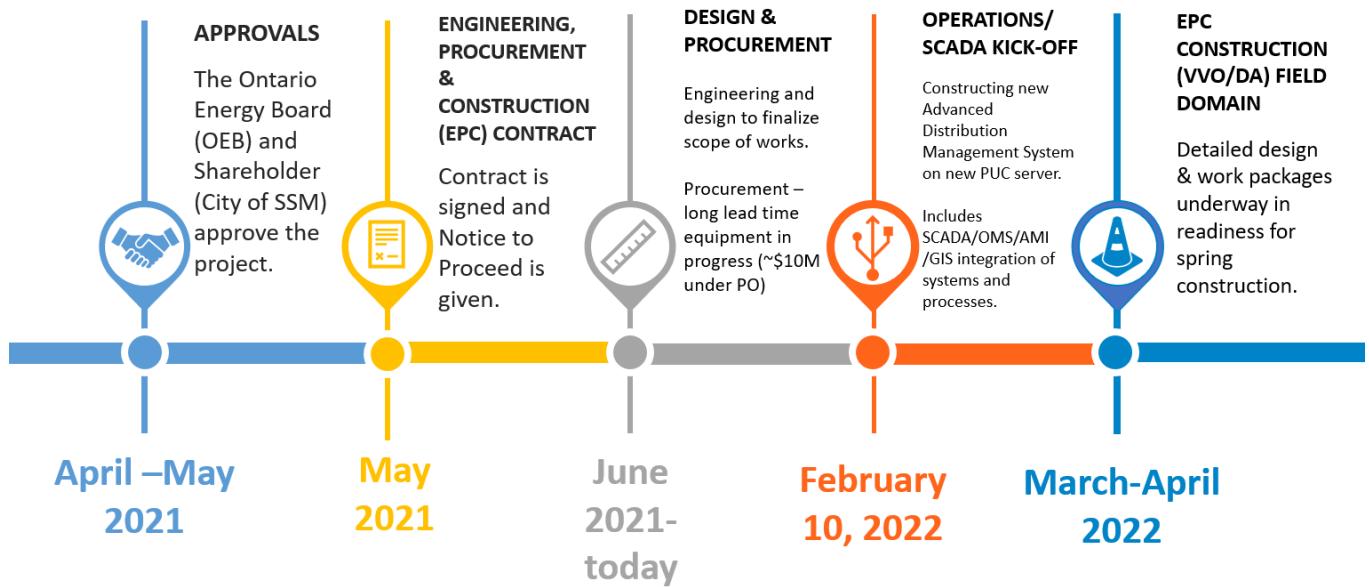
- In a smart grid, an integrated system of internet-connected meters, sensors and equipment utilize two-way communication and data management software processes to automatically control elements of the grid.
 - Selected smart meters already installed in each home and business in Sault Ste. Marie will send live data information to PUC's new Advanced Distribution Management System (ADMS) software that processes that data and then automatically controls elements of the grid.
- This is where the system then uses Volt/VAR optimization and Distribution Automation.
 - **Volt/VAR** safely reduces voltage delivered to consumers in an effort to save energy.
 - **Distribution automation** is the 'self-healing' aspect of the grid in the event of a power outage. Sensors across all power lines and substations allow the system to pinpoint where an outage has occurred and automatically reroute electricity to restore power to an affected area and help crews respond to affected areas for repairs.

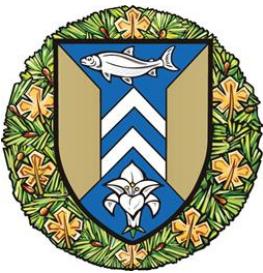
Benefits to PUC Distribution customers:

- SSG will deliver direct benefits to customers through:
 - A reduction in energy consumption that will **reduce costs** and lower monthly bills.

- Estimates show it will result in average energy savings of 2.7 per cent.
- **Improved reliability** will be realized through a reduction in the impact and duration of power outages.
- Improved planning and **data reporting** systems through integrating live system and metering data.
- The SSG will result in a direct reduction of greenhouse gas (GHG) emissions equivalent to 2,804 tonnes of carbon dioxide annually.

Timeline:





The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Madison Zuppa, Deputy City Clerk
DEPARTMENT: Corporate Services
RE: Hallowe'en Spirit Awards

Purpose

The purpose of this report is to provide Council with information regarding a Hallowe'en Spirit Awards program.

Background

The following resolution was passed on November 15, 2021:

Moved by: Councillor S. Hollingsworth

Seconded by Councillor P. Christian

Whereas the Sault Ste Marie Christmas Lighting Awards Program is a co sponsored fun event that has been part of the community for years; and
Whereas it promotes community involvement and recognizes the efforts of residents who light up their homes and businesses in the spirit of the season; and

Whereas having community events such as the Christmas Lighting Awards program has been well received, organizing something similar for Hallowe'en decorations throughout the community may also lift spirits and create community fun; and

Now Therefore Be It Resolved that staff be requested to develop a Hallowe'en Spirit Awards program based on similar principles, rules and goals as of the Christmas Lighting Award Program and present a draft program to Council by June 2022.

Each year nominations are accepted for the Christmas Lighting Awards program with residential winners in each ward and two citywide commercial winners. Winning properties are not eligible to win again for three years. Winning properties receive a plaque. Pictures of the displays are showcased at a regular meeting of City Council (typically in January).

Analysis

The Hallowe'en Spirit Award could follow a similar process to Christmas Lighting where nominations are submitted by members of the public with the qualifying address and name of the property owner/tenant. Staff would reach out to property

Hallowe'en Spirit Awards

May 24, 2022

Page 2.

owners/tenants to ensure that they are willing to have their information shared publicly. Property addresses would be placed on the City's website for members of the public to visit. Staff recommend two categories: a citywide residential category with first, second and third place winners, and a business category with one citywide winner.

After the nomination deadline, judges would attend the properties and evaluate Hallowe'en displays on a scale of 1-10 (1 being the lowest score and 10 being the highest score). Scorecards would be provided to the judges in advance. Scores would be submitted to City staff for compilation. It is recommended that the members of what is now the Christmas Lighting Committee judge the Hallowe'en Spirit Awards also.

In the event that the administration of the Hallowe'en Spirit Award program falls to the Office of the City Clerk the program would not take place during an election year.

Financial Implications

Plaques would cost approximately \$200. Gas cards for citizen members of the Judging Committee would total approximately \$200. This amount can be accommodated within the Receptions cost centre.

Strategic Plan / Policy Impact

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

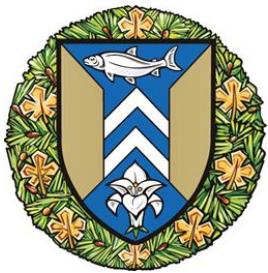
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated May 24, 2022 concerning Hallowe'en Spirit Awards be received and that a Hallowe'en Spirit Awards program commence in 2023.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Bylaw Amendment: Travel Expenses of Council and Employees

Purpose

The purpose of this report is to seek approval for the amendment of By-law 2015-147 regarding mileage reimbursement.

Background

By-law 2015-147 provides that travel greater than 250km from Sault Ste. Marie is reimbursed at 55% of the current kilometer rate. The current 2022 rates, as increase by CPI, are \$0.56/km and \$0.32/km for destination greater than 250km.

Analysis

With gas prices recently as high as \$2.00/litre, the cost of filling up a small SUV is close to \$100. The decreased mileage allowance barely covers the cost of fuel and does not allow for reimbursement of other personal vehicle costs. Rental of a vehicle versus use of a personal vehicle for travel also has some challenges in the current environment. Supply chain issues have made availability of rentals less and the cost of a rental has increased substantially.

Staff is recommending that By-law 2015-147 be amended to remove the decrease in mileage allowance for travel over 250km. With corporate travel resuming and more reliance placed on using personal vehicles, a fair compensation should be provided to councillors and employees. The by-law still states that the use of economical means of travel to the destination is to be considered for all travel.

Financial Implications

The cost of travel to destinations greater than 250 km will increase. Further distanced destinations are typically travelled to by air so the impact will not be substantial. All departments will manage the change within their current travel budgets.

May 24, 2022

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Strategic Plan / Policy Impact

This is an operational matter not articulated in the strategic plan.

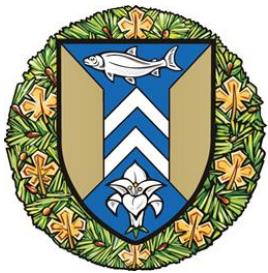
Recommendation

It is therefore recommended that Council take the following action:

The relevant by-law 2022-106 is listed under section 11 elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Listing and Marketing City-Owned Industrial Properties

Purpose

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee concerning proposals received for Listing and Marketing City-owned Industrial Properties, as required by Economic Development – Community Development & Enterprise Services for a three year period (with the option for up to two additional years by mutual agreement). Staff is seeking Council approval of the recommendation contained in this report.

Background

The City recognizes the need to better promote the availability of Industrial Property owned by the City. Currently City owned properties are only available for sale upon request and are not posted in the public domain. The professional services are to provide Real Estate listing services through expanded market domains (websites, publications etc.) and brokerage expertise to manage the listings, and engage with potential clients. Funds could be utilized for further development and stimulate growth in the Sault.

A Request for Proposal for the Listing and Marketing services 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 January 24, 2022.

Analysis

Proposals from two (2) proponents were submitted prior to closing deadline

Re/Max Sault Ste. Marie Realty Inc.
Century 21 Choice Realty Inc.

The proposals received have been evaluated by a committee comprised of city staff from Economic Development and Central Administration of Community Development & Enterprise Services, with oversite by Procurement. It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Century 21 Choice Realty Inc., Sault ON.

Listing and Marketing City Owned Industrial Properties

May 24, 2022

Page 2.

Financial Implications

Funding for the Professional Services is commission based, and is only payable from a finalized sale of the Property

Strategic Plan / Policy Impact

This project aligns with the City's Corporate Strategic Plan for Community Development maximizing Economic Development and Investment.

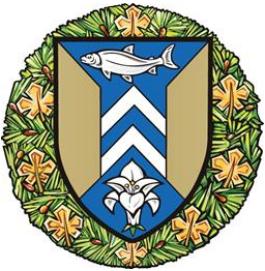
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated May 24, 2022 be received and the recommendation that acceptance of the Proposal submitted by Century 21 Choice Realty Inc. for the provision of Professional Services for Listing and Marketing City Owned Industrial Properties for the City of Sault Ste. Marie, on an as required basis for a three year period (with the option for up to two additional years by mutual agreement), as required by Economic Development 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

COUNCIL REPORT

May 24, 2022

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

Purpose

Attached hereto for Council's information and consideration are the summaries of tenders received for the supply and delivery of various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was April 29, 2022 at 12:00 noon, and tender openings were conducted the same day with the Deputy City Clerk in attendance.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on their respective summaries attached.

Financial Implications

The total purchase price for this equipment replacement is \$295,006.31 including non-rebatable HST.

The approved 2022 Capital budget provided \$250,000 for these units to be purchased from Sanitary Sewer Surcharge funds.

The remaining coverage of \$45,006 (including non-rebatable HST) can be accommodated from the Sanitary Sewer Surcharge funds.

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:

Tenders for Equipment Purchase – Public Works

May 24, 2022

Page 2.

Resolved that the report of the Manager of Purchasing dated May 24, 2022 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Utility Truck with Crane	Commercial Truck Equip.	\$148,795.00
One (1) Portable Generator (Trailer Mounted)	Toromont CAT	\$141,109.00

for a total amount of \$289,904 plus HST.

Respectfully submitted,

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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: April 29, 2022
File: 2022PWE-PWT-13-T

**SUMMARY OF TENDERS
ONE (1) UTILITY TRUCK WITH CRANE**

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
Commercial Truck Equip. Woodstock, ON	2022 F450 BFXB60D 1032XL	200 w/days	5 yr/160,000 km	\$148,795.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed fair and equitable.

The total cost to the City will be \$151,413.79 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Toromont Cat, be accepted.

Karen Marlow
Manager of Purchasing

SUMMARY OF TENDERS
ONE (1) TRAILER MOUNTED PORTABLE GENERATOR

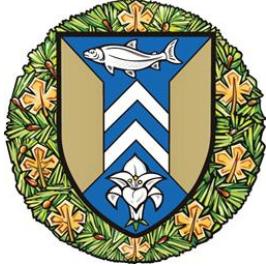
<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
Toromont Cat Concord, ON	2023 Catapillar XQ125	350 w/days	1 year following commision	\$141,109.00	Meets Specifications
Xylem Canada LP Sudbury, ON	2022 Atlas Copco N22-034 QAS95	130 w/days	2 years or 2000 hours	\$177,500.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$143,592.52 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Toromont Cat, be accepted.

Karen Marlow
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

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: Downtown Trolley

Purpose

The purpose of this report is to provide City Council with an update on the downtown trolley project.

Background

On May 21, 2019 City Council passed the following resolution:

Whereas in 2003 the City of Sault Ste. Marie commissioned a report that proposed a Downtown Trolley for tourism service between Sault Ste. Marie's tourism attraction spaces; and

Whereas a Downtown Trolley would be a motorized bus with the exterior designed to look like an old-fashioned streetcar; and

Whereas a Downtown Trolley would allow tourists, Agawa Canyon passengers, cruise ship passengers and others more time at various attractions instead of spending time getting to those attractions; and

Whereas a Downtown Trolley could be operated seasonally during Sault Ste. Marie's busiest tourism months; and

Whereas the Local Accommodation Tax may provide funding that, in the past, hasn't been available for the execution of such a project; and

Whereas local tourism partners may be willing to participate in the funding or operation of the Downtown Trolley;

Now Therefore Be It Resolved that staff be requested to study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley in Sault Ste. Marie.

Since that time, a working group was assembled with representation from a number of organizations to review the opportunity for a downtown trolley. The group included Councillor Shoemaker along with members from Parks Canada, the Downtown Association, Art Gallery of Algoma, Bushplane Museum, Chamber of Commerce, Sault Ste. Marie Museum and staff from Tourism and Community Development, Transit, Ermatinger Clergue National Historic Site and Community Services.

Analysis

The downtown trolley met on a number of occasions since 2019. Work was undertaken to:

- Define a potential route for the trolley
- Identify potential funding partners
- Examine different models of operation (City operated, private sector)
- Identify different vehicle options
- Discuss fee versus free service
- Investigate potential costs

A Request for Information was issued and three responses were received which provided information on different options for trolley services. These included a traditional trolley vehicle, a managed shuttle service and an autonomous vehicle option.

In addition, a presentation was made to TourismSSM to receive their input and determine if they were supportive of a financial contribution to support the purchase of a trolley.

Before advancing a final recommendation with associated budget, it was identified that the City plans to undertake streetscape improvements on Queen Street in 2023. Given the construction would limit the operation and appeal of a trolley, it was decided to postpone any recommendation to TourismSSM and City Council. The item will be revisited in the summer of 2023 to finalize a recommendation. This will provide time to return to Council with a budget request in Fall 2023 should the project be recommended to proceed.

Financial Implications

There are no financial implications at this time.

Strategic Plan / Policy Impact

The project aligns directly with the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages and Create Vibrant Downtown Areas.

Recommendation

It is therefore recommended that Council take the following action:

Downtown Trolley

May 24, 2022

Page 3.

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 24, 2022 concerning a downtown trolley be received as information.

Respectfully submitted,

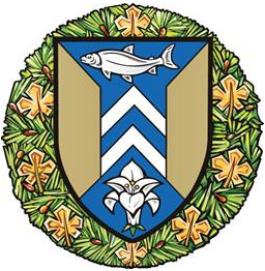
Tom Vair

Deputy CAO, Community Development and Enterprise

Services

705.759.5264

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Northern Avenue at Sackville Road Intersection – Crossing Guard Update

PURPOSE

This report has been prepared to seek approval to maintain a crossing guard at the intersection of Northern Avenue East and Sackville Road.

BACKGROUND

At a Council meeting dated April 1, 2019 the following resolution was passed.

Whereas the intersection of Northern Avenue East and Sackville Road is a very busy intersection; and

Whereas many vehicles, including large trucks, use this intersection to and from their places of business on Second Line and on Sackville Road; and

Whereas school children must use this intersection on their way to Boreal French Immersion Public School;

Now Therefore Be It Resolved that Public Works and Engineering staff be requested to conduct a full study of this intersection to determine if the intersection warrants the provision of a school crossing guard and report back to Council.

The City assigned a crossing guard to the intersection with the intention of doing a crossing guard study to determine if a guard is warranted at the intersection. Since the ideal timing for a crossing guard study was during the warmer months, it was decided to keep the crossing guard at the intersection and do the field study in the spring of 2020. However, the Covid-19 pandemic hit and this study was not completed until fall of 2021.

Northern Avenue at Sackville Road Intersection – Crossing
Guard Update
May 24, 2022
Page 2.

Furthermore at a meeting dated December 13, 2021 the following resolution was approved.

A report of the Manager of Design and Transportation Engineering was received. Resolved that the report of the Manager of Design and Transportation Engineering dated December 13, 2021 concerning Northern Avenue at Sackville Road Intersection Crossing Guard Study be received as information.

ANALYSIS

During the discussion at the December 13, 2021 is was requested that staff continue to monitor usage of the crossing location and to report back near the end of school year with a recommendation.

The decision to assign a school crossing guard is determined by referencing the Ontario Traffic Council School Crossing Guard Guide. For assignment of guards at a signalized intersection, a warrant method utilizing an exposure index which is calculated by reviewing potential vehicle and pedestrian conflicts at other signalized intersections through the City which also have crossing guards. Utilizing this exposure index and applying the number of students using the crossing guard, municipalities can determine if the signalized intersection is a candidate for a crossing guard.

Since the report in December of 2021, staff have continued to monitor the crossing and can confirm that the crossing remains active with an estimated 15 to 25 crossings per school day.

City staff are recommending that the crossing guard remain in place as the location remains active and the current budget can support.

FINANCIAL IMPLICATIONS

There is no estimated operational impact to the budget as a result of maintaining the guard at this location as there have been other locations eliminated over the years.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Traffic safety is related to the infrastructure focus area of the strategic plan.

Northern Avenue at Sackville Road Intersection – Crossing

Guard Update

May 24, 2022

Page 3.

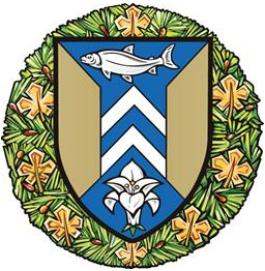
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated May 24, 2022 concerning Northern Avenue at Sackville Road Intersection – Crossing Guard Update be received and that a Crossing Guard be maintained Northern Avenue at Sackville Road Intersection be approved. If there is a significant drop in utilization in the future staff are authorized to remove the guard in alignment with Engineering's previous recommendation to Council.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Heritage Property Tax Rebate Program – 1048 Queen
Street East

Purpose

The purpose of this report is to seek Council's approval to register one (1) owner of a designated property into the City's Heritage Property Tax Rebate program.

Background

One (1) owner of a designated heritage property in Sault Ste. Marie has filed an application to enroll in the City's Heritage Property Tax Rebate Program. The property is located at 1048 Queen Street East. Previous owners of this property were enrolled in the Heritage Property Tax Rebate program.

The Ontario Government under Section 365.2 of the Municipal Act (2001, S.O. 2001, c.25 as amended) allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program.

Analysis

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. In 2021 there were 18 owners of designated heritage properties enrolled in the tax rebate program. There are 39 heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

Heritage Property Tax Rebate Program – 1048 Queen Street East January 8,
May 24, 2022
Page 2.

Enrolment into the program requires the completion of an application; and once approved by Council a Heritage Property Agreement between the City and the property owner is completed which is then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with City Building Inspection services conducts an annual inspection of all heritage properties enrolled in the program. Owners are provided with a report of the findings, which outlines the maintenance items that need to be addressed. Owners who fail to maintain their heritage properties to an acceptable standard risk losing the annual tax rebate.

At their meeting on April 6, 2022 the Sault Ste. Marie Municipal Heritage Committee reviewed one (1) new application for the Heritage Property Tax Rebate Program and passed the following resolution:

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve D. Lu-Cleary owner of 1048 Queen Street East be enrolled in the heritage property tax rebate program and that a report be prepared obtaining approval from City Council.
CARRIED

Financial Implications

The estimated amount of the rebate for 1048 Queen Street East for the 2021 tax year is \$2591. The city's portion of the total is estimated to be \$2342 and the educational portion is \$249.

Strategic Plan / Policy Impact

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

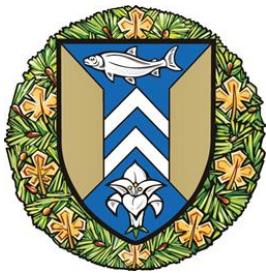
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 24, 2022 concerning Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 1048 Queen Street East be enrolled in the Heritage Property Tax Rebate Program be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Best for Kids Program – Reserve Funds

Purpose

The purpose of this report is to request Council approval for the allocation of \$2,600 in funds from the Best for Kids Committee Reserve to purchase program equipment.

Background

The Best for Kids program is a no cost, half-day summer program offered to children and families in the vicinity of the Peter G. Manzo pool and V.E. Greco pool. The sites are also locations for the Every Breakfast Counts program.

The program will run from July 4 through September 2, Monday through Friday from 10:00 to 12:30 pm. The Best for Kids program provided games, crafts, activities, and a nutritious snack for children between the ages of seven and thirteen. Children under the age of seven are welcome to join the program under the supervision of a parent/guardian

Analysis

Staff have identified the items outlined below to be purchased to help support the Best for Kids summer program.

1. Every Breakfast Counts provided bagged lunches and the refrigerator at Peter G. Manzo pool was not large enough and as a result staff utilized the Northern Community Centre. Staff would like to purchase a larger refrigerator for the site to accommodate the bagged lunches.
2. V.E. Greco pool location has basketball courts outside which require new basketball backboards and nets.

The total cost of the items is \$2,600 to be funded through the Best for Kids Committee Reserve.

Best for Kids Program – Reserve Funds

May 24, 2022

Page 2.

Financial Implications

The Best for Kids Committee reserve has a balance of \$10,984. The request to utilize \$2,600 in funding can be accommodated.

Strategic Plan / Policy Impact

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

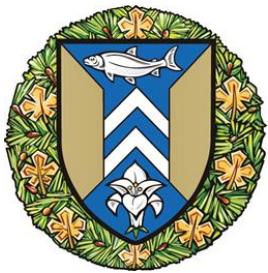
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 24, 2022 concerning the Best for Kids Committee Reserve Fund be received and that Council authorize the allocation of \$2,600 to be used to purchase program equipment.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: St. Marys River Heritage Walk Project Update

Purpose

The purpose of this report is to request the allocation of \$12,800 from the Asset Management Reserve for the St. Marys River Heritage Walk Project.

Background

At the August 12, 2019 City Council meeting the following resolution was passed;

Whereas the St. Marys River has been a key part of life and work in the place known as Bawating and Sault Ste. Marie for thousands of years; and

Whereas local industry, whether it is whitefish harvesting, commercial shipping, steel manufacturing, paper production, aviation, tourism or others, has always had an intimate connection to the St. Marys River; and

Whereas the St. Marys River has and continues to provide excellent opportunities for leisure and recreational activities both on land and on water year-round; and

Whereas the St. Marys River valley is formed from rock that is at least 2.5 billion years old, and provides significant habitat for many diverse species; and

Whereas the St. Marys River is intimately tied to the culture and heritage of Indigenous people of the region; and

Whereas the St. Marys River was designated in the year 2000 to the Canadian Heritage Rivers System in recognition of its outstanding cultural, recreational and natural heritage values; and

St. Marys River Heritage Walk Project Update

May 24, 2022

Page 2.

Whereas the existing heritage information plaques located on the City's waterfront boardwalk were first installed almost 30 years ago;

Now Therefore Be It Resolved that Council establish a Committee to study opportunities along the City's waterfront for a St. Marys River Heritage Walk to celebrate and raise awareness among residents and visitors; and Be It Further Resolved that Council appoint Councillors P. Christian, M. Shoemaker and Councillor C. Gardi with appropriate municipal staff as resource to this Committee; and

Be It Further Resolved that this Committee, as part of its mandate, engage and work with the Municipal Heritage Committee, the Indigenous community as well as other relevant stakeholders on this initiative.

On March 29, 2021 the St. Marys River Heritage Walk Committee provided Council with an update on the project. The Committee has continued to work on the development of the panel content.

Analysis

The topics/themes selected highlight landmarks that visitors or community members see as they walk the waterfront and tell our story. In addition, they are designed to compliment the other tours developed through the "On This Spot" app. The committee membership includes representatives from our Indigenous communities and the committee will continue to collaborate with Indigenous communities moving forward on this project.

The panels will be located along the waterfront boardwalk and John Rowswell Hub Trail through Clergue Park to the James L. McIntyre Centennial Library.

A budget request was included as part of 2022 budget deliberations.

Financial Implications

A capital request for \$12,800 was included as part of the 2022 budget deliberations. The project will be funded from the 2021 surplus allocation to the Asset Management Reserve.

Strategic Plan / Policy Impact

This item relates to the Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 24, 2022 concerning the St. Marys River Heritage Walk Project Update be received and that \$12,800 be allocated from the Asset Management Reserve.

St. Marys River Heritage Walk Project Update

May 24, 2022

Page 3.

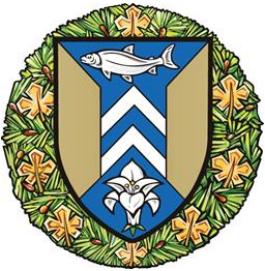
Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759.5311

v.mcleod@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Kathy Fisher, Curator
DEPARTMENT: Community Development and Enterprise Services
RE: Annual Report – 2021 Operations ECNHS
Historic Sites Board

Purpose

This is a request for Council's approval on the submission of the Annual Report 2021 on the operations of the Ermatinger Clergue National Historic Site, as per the by-laws of the Historic Sites Board governance responsibilities.

Background

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

The Historic Sites Board and staff of the Ermatinger Clergue National Historic Site have prepared the 2021 report to best reflect the operations in light of the COVID-19 pandemic.

Analysis

Each year an Annual Report provides a summary of the operations, which includes statistical information regarding visitation, volunteers, programs, and collections. It provides insight into the comparison of some of the key performance measures analyzed to ensure that we operate as a viable museum, attraction, and as stewards of conservancy and education.

Financial Implications

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

Annual Report – 2021 Operations ECNHS

Historic Sites Board

May 24, 2022

Page 2.

Strategic Plan / Policy Impact

As part of the governance standard, it is mandatory that the Historic Sites Board continue to update the strategic plan for the Site, and to utilize the statistical analysis from the Annual Report to determine the needs.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Curator of the Ermatinger Clergue National Historic Site dated May 24, 2022 concerning the Annual Report – 2021 Operations ECNHS be received as information.

Respectfully submitted on behalf of the
Historic Sites Board,

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



2021 ANNUAL REPORT



ERMATINGER•CLERGUE NATIONAL HISTORIC SITE



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Ermatinger • Clergue
National Historic Site

Executive Summary

2021 brought further closures and only approximately a half-year of business open to the public. Cost savings measures were imposed: reduction in staff, no travel and training, reduction in supplies, and maintenance, all imposed to continue operating while being fiscally responsible.

During the beginning of the pandemic, we took the opportunity to have our summer students work on some much-needed collection management and digitization of artifacts. The students created Trivia Tuesdays and Throwback Thursdays, both of which highlighted the digitized collection on social media. These engaging social media posts continued throughout the year.

Our Virtual redesign of programming, techniques of Live Streaming, and Curbside pick-up are now our norm. Daily pivot to changing rules to Public Health measures became part of our day-to-day operations, and then once re-opening occurred with restrictions we reconfigured the On-Site events to adapt to regulations and offer hybrid options.

The Friends of ECNHS, our hosts of Fall Rendezvous each year, provided a full on-line Virtual Festival through Zoom, Facebook, Instagram and YouTube, and combined it with an in person face-to-face festival. A challenge to offer all programming to the schools and the public in both versions.

In 2019, we had record-breaking visitation. The pandemic crisis made us look at alternative visits, and now as we move forward, we will continue to offer a combined reach. Year-end statistics now reflect Virtual attendance and outreach. Both 2020 and 2021 statistics show virtual engagements as our highest key performance indicator.

Financially, Federal assistance was provided by Canadian Heritage - COVID Emergency Support Fund, Museums Assistance Program, and Provincially by the Ministry of Heritage, Culture, Tourism and Sport, Community Museum Operating Grants – COVID support.

I would like to take the opportunity to thank everyone who once again supported our pivot during the uncertainty of closure, restrictive operations, and supported the daily adapting to the changes - Patrons, Staff, Friends, and new audiences. We really are in this together!

This report was compiled with the assistance of our Programmer, Ian Ganton.

Approved by the Historic Sites Board, May 11, 2022 meeting.

Moved by: C. Wiseman

Seconded by: D. Conyers

Carried

Kathy Fisher, Curator
Bsc, Bsc, Associates Degree
Certificate in Museum Studies
AMCTO - MAP

Mandate

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

Governance

The Ermatinger•Clergue National Historic Site is owned and operated by the City of Sault Ste. Marie, under the management of the Historic Sites Board, an appointed Board of Council. The 2022 Board comprised of six Council-appointed citizens and one Council member.

The Historic Sites Board By-law mandates the responsibilities of the Board in overseeing the operations of the Ermatinger•Clergue National Historic Site. In 2018 and 2019, the Historic Sites Board reviewed and revised their strategic plan and governance policy to reflect the direction of the Ontario Museum Association, Ontario Cultural Plan, City of Sault Ste. Marie's corporate strategic plan, and the SSM Downtown Association plan. 2022 / 2023 will be the next review.

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

Key Performance Indicators

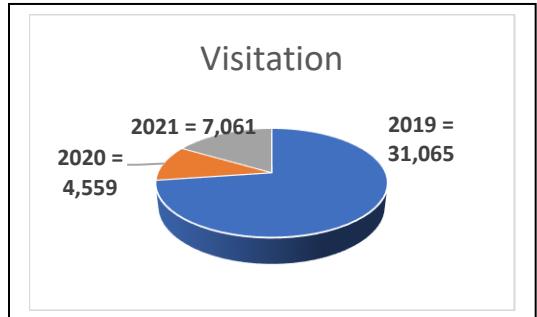
Overall Visitation

2019 total visitation was: 31,065

2020 total visitation was: 4559

2021 total visitation was: 7061

Cruise Ships, bus tours, and group tour programming contracted tours for over 3000 visitors in 2019. These did not continue during 2020, and 2021.



Virtual Programming & Engagements

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

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

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

Educational Programming

With the expansion of virtual curriculum programs, we had more students participate in our virtual school programs, as we were able to reach to the whole district, to schools, which normally would not have participated our curriculum tours.

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

2020 we did receive 3 classes with 46 total students for in person tours, as well as 3510 students reached virtually.

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

Ermatinger Clergue National Historic Site

Key Performance Indicators - Comparisons	2017	2018	2019	2020	2021
Total Visitation	21,107	22,517	31,065	4559	7064
TOTAL Digital engagement - virtual programming, virtual visits, social media & website				117437	164659
General Site Visitors	4,404	4,146	4,983	828	591
Cruise Ships	2,398	1,870	1,813	0	0
Bus Tours for Group 7 / Road Scholar / Indigenous Program	464	625	459	0	0
Group Tours & Bus Tours	577	558	611	33	29
Educational Tours / programs: School curriculum, - Total # of students - See breakout below	2,884	2,431	2,033	3143	2462
Adult Programming (Fridays & Bonfires)	752	969	567	494	0
Private Bookings - Heritage Culinary	249	680	340	106	0
Special Events	7834	6,338	17,667	666	1924
Virtual programming & Trivia				46262	56712
Venue Rentals visitors	330	472	394	165	4
Venue Rentals	5	8	6	4	1
# of Programs Education - in house	69	73	39	3	0
# of Participants	1,895	1,762	1,767	46	0
# of Programs Education - outreach (& virtual)	5	5	2	24	13
# of Participants - Education - outreach (& virtual)	989	333	64	3510	2462
non paying - Visitors to Gift Shop or CURB SIDE or /4culture/Members/gratuitous for Partnerships & City Training Venue	1225	4,377	2,198	2126	2054

Special Events

Special Events comprised 51% of our visitation in 2019. Our events in 2019 of over 17,500 visitors dwindled to 1,924 in 2021.

With the onset of COVID-19 and throughout the pandemic, our events limited due to the restrictions of public health.

Some events were held virtually, with an accompanying take home kit.

Valentines: Curbside-baking kits

Easter: Curbside-baking order

Easter: Virtual Egg Hunt – 10 days Facebook posts – submit total & enter draw

May: May is Museum month – full page in the Globe & Mail editorial & advertising - through OMA & AKTA

Lavender & Lilac: Take home Tea Party kits & Virtual Zoom tea party

Strawberry Social: Front lawn garden party under the historic tents

Blueberry Binge: Front lawn Tea's & morning Pancakes

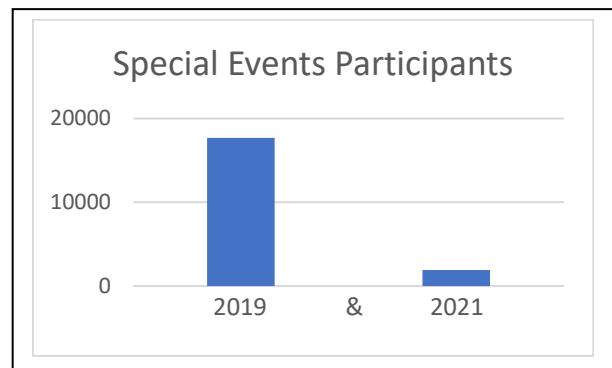
Bradford Art Show: Theatre & Front Lawn Art Show

Fall Rendezvous & Culture Days: Front Lawn and in all buildings, Virtual presentation to schools, Facebook live to public

Halloween on Queen: Front lawn Halloween fun, Entomica in the theatre, and photos by Anna in our 1812 gallery.

Moonlight Magic: Gift Shop, Artist in Residence in the lobby of the Heritage Discovery Centre, & Hot Chocolate

Yuletide Baking: Curbside-baking order



Educational Programming - Curriculum Based

VIRTUAL PRESENTATIONS

13 virtual presentations serving 2462 students

in the geographical region of Algoma.

Program Name	Number of Programs	Number of Participants
Yuletide Celebrations Grade SK to Grade 3	2 virtual presentations 35 classes	703
Grade 4, 5, 6 Social Studies 1600's to 1870	5 virtual presentations	1612
Fur Trade & War of 1812 Grade 6, 7, 8 – mainly grade 7	6 virtual presentations 7 classes	147
Total:	13 presentations	2462

Educational Programming – Site Specific

Gardens and Grounds:

During our quieter moments of the year, we completed a garden / grounds guidebook with the details of plant materials growing on the property. This first draft of a guidebook has now matching garden numerical references inserted beside each plant in our gardens. The Grounds Guide will be tested with our visitors, in 2022, and will continue to be revised as the Site changes.

Gift Shop – The Post

In 2021, the Gift Shop within the Heritage Discovery Centre operated under another year of closure & restrictions.

Purchased merchandise for resale, and local artist's consignment items in combination comprised the inventory.

The challenges for 2021 were similar to 2020: pivoting to curbside and the inability to perform e-commerce and on-line shopping.

Whenever possible, with capacity limits, the Gift Shop was open, even if Museums were to remain closed or have higher restrictions.

Net Revenue 2021 (COVID capacity limits):	\$ 8050.00
Net Revenue 2020 (COVID lockdowns & curbside):	\$ 5802.57
Net Revenue 2019:	\$13,352.31
Net Revenue 2018:	\$ 10,028.95
Net revenue 2017:	\$ 9,860.00

COVID Relief

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

Through the Museums Assistance Program, Canadian museums were encouraged to apply for up to 10% of their operating budget, in order to offset the loss in revenue in admissions and programs. This funding was to enable museums to continue with their expenses during the pandemic closures.

Museum Standards

DAY'S OPEN: - 180 minimum required for Museums Standards

Months	2019 - # of days open	2020 - # of days open	2021 - # of days open
January	21	21	0
February	19	21	0
March	21	10	12 gift shop only
April	20	0	10 gift shop only
May	26	0	19 gift shop only
June	30	6	24 gift shop only
July	31	23	22
August	31	20	22
September	30	22	25
October	27	23	22
November	20	20	22
December	16	17	22 gift shop only
TOTALS	292	183	200

HOURS OPEN: – 1060 minimum required for Museum Standards

2019 REGULAR OPERATIONS we were open 2728 Hours

2020 PANDEMIC YEAR we were open 1090 Hours

2021 PANDEMIC YEAR we were open 1200 hours

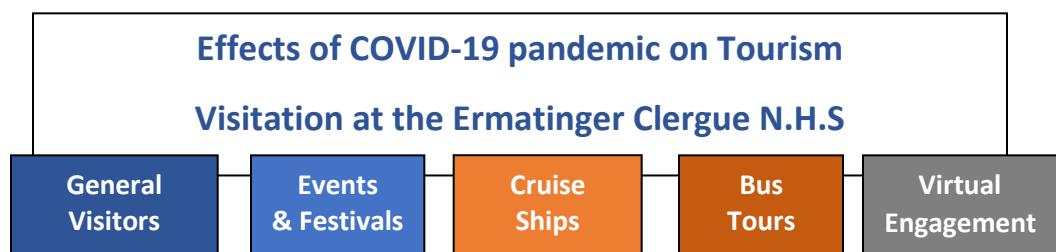
Tourism Impacts due to COVID-19 Pandemic



The Ermatinger•Clergue National Historic Site, as most Ontario museums, was substantially affected by the loss of tourism revenue.

The following Tourism partnerships and activities were affected in 2021:

- | | |
|--|---|
| • Tourism | Visitation & Admissions |
| • Cruise Ship passengers | 2019 visitation was 2398 and provided admission revenue |
| • Road Scholar & Group Bus Tours | 2019 visitation was 1071 and provided admissions & program revenue
➤ Road Scholars also purchased the Dinner Theatre package |
| • Large Special Events (Poutine Feast) | 2019 visitation was 18,000 which provided courses revenue |
| • Small Special Events | Lilac & Lavender, Blueberry, Fall Rendezvous |
| • Gift Shop Sales | Decrease in net revenue |
| • Volunteer Assistance | 48 volunteers over 5000 hours |
| • Staffing levels | Reduction of Hours for Part Time staff |



Volunteers

Due to the pandemic, volunteers were limited to only small special events, and mainly to assist outdoors. Volunteers who assist in activities, events, and programming are a mix of individuals from the following areas:

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

The site is managed by a volunteer Board (Historic Sites Board) which is comprised of **7 members** contributing a total of **135 hours** for Board Meetings. Members for the Sault Ste. Marie Historic Sites Board are appointed by City Council every 2 years.

The Ermatinger•Clergue National Historic Site has **42 volunteers** who normally (2019) contribute **4666 hours**, not including the Board members.

Many of the volunteers began to help in the planning years of 2010 & 2011, during the 200th Commemoration of the War of 1812.

We are graced with some volunteers that have achieved over 30 years of service and bringing “History to Life”!

2021 Grand total - 48 volunteers donated - 368 hours of assistance

Staffing Levels

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

2021 Staff levels at the Ermatinger•Clergue National Historic Site were dramatically affected by COVID-19, as we were forced to layoff staff during closures, and bring back staff only as required.

Regular year-round staff:

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

Students:

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

Virtual Engagement

The total page "LIKES" on our Facebook:

2021 = 1569

2020 = 1199

2019 = 1018

2018 = 595

2017 = 203

The total "FOLLOWERS" on our Facebook:

2021 = 1569

2020 = 1225

2019 = 1008

2018 = 599

ZOOM – Virtual Learning Curriculum tours

March	Early Explorers – Grades 4, 5, & 6	HSCDSB
September	Fall Rendezvous - Grades 6, 7, & 8	all school boards
December	Yuletide Traditions – Grades 1, 2, & 3	HSCDSB

Collections Management

Since the pandemic restrictions limited our daily functions, we concentrated on digitizing some of the collection. We utilized the assistance of our summer students, and set up a workstation with lighting, gloves, camera & tripod, and the other equipment used to help us measure and identify artifacts. Approximately 30 boxes of artifacts from our attic were photographed and saved as digital records.

Encapsulation of maps and large archival documents was project number two. The same students were taught the process of encapsulation, and a few more items were properly dealt with and placed in our flat bed drawers in the archival room. Mylar and two-sided tape were products we were unable to reorder due to the supply and demand issues during the pandemic, therefore, the continuation of our collections management will wait until we are able to purchase more supplies.

Maintenance, Restoration, and Asset Management

During 2019, the Historic Sites Board approved a further study to be completed on the Site and Facilities to assess the conditions. This report, in conjunction with City of Sault Ste. Marie Asset Management review, was then further utilized to formulate priorities in the Maintenance and Restoration projects required to maintain the integrity of the buildings and grounds. The reports identified the following critical items, for which City Council approved funding towards these items.

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

Due to the pandemic closures in 2020 and the COVID-19 restrictions, the construction projects were deferred to late 2021 and are to be completed by June 2022:

- Four chimneys on the Ermatinger Old Stone House: repointing and mortar fixes. Repointing of front steps and back basement stairs.
- Correct basement leakage: the exposed walls in the basement of the EOSH show, parging at grade level and efflorescence on walls from grade level to floor, – excavation, waterproofing, and drainage required.
- Repaint and putty windows and other wood trim elements (mutton bars & re-putty) on both the Ermatinger Old Stone House and the Clergue Blockhouse. Many windows look as if the putty and mutton bars are not supporting the glass. Wood framing is rotting and showing signs of punky wood. Front portico columns have wood rot and cedar shingle roofing requires replacing.

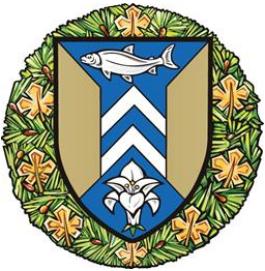
Summary

As per the Historic Sites Board by-law this report shall be submitted annually to City Council.

The annual report accompanies many funding applications.

- ✓ Community Museums Operating Grant – Grants Ontario
- ✓ Canadian Heritage

THE END



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Passchendaele Lane Construction

Purpose

The purpose of this report is to obtain approval to award Contract 2022-3E. The project includes the construction of Passchendaele Lane between Northern Avenue East and Princeton Drive.

Background

Council approved the construction of Passchendaele Lane in the 2022 Capital Budget.

Tenders received via email submission for Contract 2022-3E were opened on Tuesday, May 10, 2022. Present at the opening was Deputy City Clerk as well as City staff. Tender results were made public on the City website immediately following.

Analysis

A total of two (2) tenders were received. All tenders submitted were checked by City staff and found to be complete and valid. The low tender of \$847,995 (excluding HST) was received from Pioneer Construction Inc.

Financial Implications

When non-recoverable HST is added and PUC water costs are removed, the City's cost to complete this project is projected to be \$917,520. This is above the allocation in the 2022 capital budget of \$500,000 for the construction of Passchendaele Lane.

When we consider the overall 2022 Capital Transportation Program that has been tendered thus far, on our three Capital Construction accounts, we are under budget by \$141,320 on overall Capital, over budget by \$314,172 on Urban Only and over budget by \$61,519 on Sanitary Sewer Surcharge at this time. Staff will report back to Council at a future meeting with other tender reports and an update on how the program is tracking.

Strategic Plan / Policy Impact

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

Recommendation

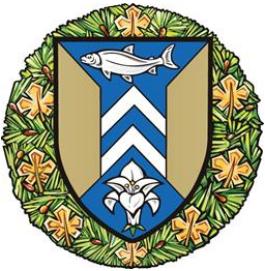
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services Engineer, dated May 24, 2022, concerning the Passchendaele Lane construction, be received and the recommendation that Contract 2022-3E be awarded to Pioneer Construction Inc., be approved.

By-law 2022-104 authorizing execution of Contract 2022-3E and By-law 2022-105 authorizing the intermittent road closure of the intersections of Northern Avenue East, Panoramic Drive and Princeton Drive with the proposed Passchendaele Lane from May 30, 2022 to November 30, 2022 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services Engineer
DEPARTMENT: Public Works and Engineering Services
RE: 2022 Central Creek Aqueduct Repair

Purpose

The purpose of this report is to obtain approval to award Contract 2022-9E. The project includes repairs to the aqueduct road crossings on Central Street at McAllen and at Metzger Streets as per engineering recommendations from biennial structural inspections completed by Tulloch Engineering.

Background

Council approved the Central Creek aqueduct repairs in the 2022 Capital Budget.

Tenders received via email submission for Contract 2022-9E were opened on Thursday, May 5, 2022. Present at the opening was the City Clerk as well as City staff. Tender results were made public on the City website immediately following.

Analysis

A total of four (4) tenders were received. All tenders submitted were found to be complete. The low tender of \$1,045,801.30 (excluding HST) was received from EllisDon Industrial Inc.

Financial Implications

When non-recoverable HST and engineering fees are added, the City's cost to complete this project is projected to be \$1,201,583. This amount can be accommodated within the remaining funds of \$886,894 of the \$1.5M approved for aqueducts and bridges during the 2022 Capital Budget deliberations and the overrun can be covered from uncommitted available overall capital funds.

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 Municipal Services Engineer dated May 24, 2022 concerning the 2022 Central Creek Aqueduct Repairs be received and that the

2022 Central Creek Aqueduct Repairs

May 24, 2022

Page 2

recommendation that Contract 2022-9E be awarded to EllisDon Industrial Inc. be approved.

By-law 2022-99 authorizing execution of Contract 2022-9E and By-law 2022-101 authorizing the road closure of the intersections of Metzger Street and McAllen Street at Central Street from May 30, 2022 to November 30, 2022 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@cityssm.on.ca

May 9, 2022
22-0721

Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2

Attention: **Carl Rumiell, P.Eng.**
Director of Engineering

Re: **Contract 2022-9E**
Central Street West Aqueduct Repairs
Tender Report

Mayor and Members of Council:

Provided herein is our Tender Evaluation Report with recommendations pertaining to the tenders received for Capital Project 2022-9E, Central Street West Aqueduct Repairs.

Project Description

The tendered work generally consists of lining the removal and reconstruction of the small (west) aqueduct on Central Street at the McAllen Street and Metzger Street Intersection, along with a restoration of surface features.

Tendering of the Works

The call for tenders was advertised with the Sault Ste. Marie Construction Association and local news organizations. Copies of the Contract Documents were available at the Sault Ste. Marie Construction Association and the office of the Consultant.

Two (2) Addenda were issued during the tender period. Tenders closed on May 5, 2022 at 3:00 pm and were opened by representatives of The City of Sault Ste. Marie at approximately 3:15 pm on the same day. Due to Covid restrictions the opening was not open to the public. Results were posted on the City website on the same day.

Tender Prices

Four (4) tenders were received for the works. The tender prices including HST, as read at the tender opening were as follows:

Contractor	Total Tender Price Submitted	Total Tender Price Corrected	Rank
EllisDon Industrial Inc.	\$1,181,800.67	\$1,181,755.47	1
786222 Ont. Inc. o/a Harold Phillips Haulage)	\$1,548,446.26	\$1,555,623.88	2
Avery Construction Ltd.	\$1,723,607.62	No correction required	3
Pioneer Construction Inc.	\$1,768,370.90	No correction required	4

The tenders were checked for arithmetic accuracy, and corrected as noted.

All the tenders were submitted with the appropriate Tender Security in the amount of 10% of the respective tenders, Agreements to Bond and other required documentation. The Tender Securities were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$60,000.00.

The pre-tender estimate for the work was \$1,367,254.80 including HST.

Tender Evaluation

Pricing Evaluation

TULLOCH completed a budget estimate in January 2022 for the project. A predesign budget of \$896,000.00 was recommended to the City.

The submitted low bid was \$185,499.33 lower than our Pre-tender Estimate and \$285,755.00 more than our original 2022 predesign recommendation. In the opinion of TULLOCH, the submitted low price is reasonable.

Completion Dates

The contract documents require that all work be completed by October 21st, 2022.

TULLOCH's Experience with the Low Bidder

TULLOCH Engineering is familiar with EllisDon Industrial Inc. and has worked with them on several projects including the Conner Road Culvert Rehabilitation (2020-10E) and the Boardwalk Scour Remediation (2021-3E). Their submitted past experience meets our expectations and we are of the opinion EllisDon Industrial Inc. has the experience necessary to successfully complete the project.

Tender Validity

The tender contract documents stipulated that tenders be held open for acceptance for a period of 60 days following the closing date.

Recommendation

TULLOCH recommends that the Corporation of the City of Sault Ste. Marie award the tender to EllisDon Industrial Inc. for a Total Tender Price of \$1,181,755.47 (inclusive of HST).

Tender Security

We recommend that the Tender Security of EllisDon Industrial Inc. and 786222 Ont. Inc. o/a Harold Phillips Haulage), the two low bidders be retained until such time as a contract has been executed between The City of Sault Ste. Marie and EllisDon Industrial Inc. The remaining Tender Securities from Avery Construction Ltd. and Pioneer Construction Inc. should be returned.

Conclusion

Enclosed with this report, please find a completed Agreement for your use at Council. Contract documents for execution are being finalized and will be forwarded to EllisDon Industrial Inc. once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

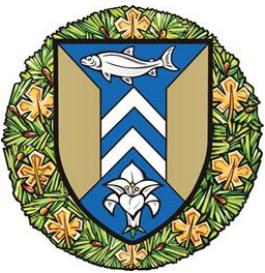
Yours very truly,



John V. McDonald, P.Eng.
Project Manager
TULLOCH

JVM/bt

Encls.



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Bloor Street West Reconstruction

Purpose

The purpose of this report is to obtain approval to award Contract 2022-6E. The project includes the complete reconstruction of Bloor Street between Lyons Avenue and Patrick Street.

Background

Council approved the reconstruction of Bloor Street West in the 2022 Capital Budget.

Tenders received via email submission for Contract 2022-6E were opened on Tuesday, May 3, 2022. Present at the opening was the Deputy City Clerk as well as City staff. Tender results were made public on the City website immediately following.

Analysis

Only one (1) tender was received. The tender submission was reviewed and found to be complete and valid. The low tender of \$2,675,005.22 (excluding HST) was received from Pioneer Construction Inc.

Financial Implications

When non-recoverable HST is added and PUC water costs are removed, the City's cost to complete this project is projected to be \$2,302,786. This is slightly above the allocation in the 2022 capital budget of \$2,185,000 for Bloor Street West reconstruction.

When we consider the overall 2022 Capital Transportation Program that has been tendered thus far, on our three Capital Construction accounts, we are under budget by \$141,320 on overall Capital, over budget by \$314,172 on Urban Only and over budget by \$61,519 on Sanitary Sewer Surcharge at this time. Staff will report back to Council at a future meeting with other tender reports and an update on how the program is tracking.

Strategic Plan / Policy Impact

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

Bloor Street West Reconstruction

May 24, 2022

Page 2

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services Engineer dated May 24, 2022 concerning the Bloor Street West reconstruction be received and the recommendation that Contract 2022-6E be awarded to Pioneer Construction Inc., be approved.

By-law 2022-97 authorizing execution of Contract 2022-6E and By-law 2022-98 authorizing the road closure of Bloor Street West between Lyons Avenue and Patrick Street from May 30, 2022 to November 30, 2022 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@cityssm.on.ca

Mr. C. Rumiel, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

May 6, 2022

Project #
60676555

Dear Mr. Rumiel:

Subject: Reconstruction of Bloor Street West (Lyons Avenue to Patrick Street)
Contract No. 2022-6E
Tender Report

We have reviewed the tender received by the City Clerk's office on Tuesday, May 3, 2022 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2022-6E – Reconstruction of Bloor Street West (Lyons Avenue to Patrick Street) consists of supplying all equipment, labour and materials for the reconstruction of approximately 200 metres of urban roadway including removals, grading, geotextile, granular subbase and base, asphalt, concrete curb and sidewalk, storm sewers, sanitary sewers, watermain and associated appurtenances.

The tender advertisement was published in the Sault Star and posted on the City website on Saturday, April 9, 2022 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of four (4) Contractors picked up tender documents during the tender period following submission of the \$100.00 refundable deposit. All five plan takers were general contractors.

During the tender period, questions from plan takers were limited to clarification on pricing of one of the tender items listed in the Form of Tender. Addendum No. 1 was issued by the Consultant to address the question raised by the plan taker.

2.0 Summary of Tenders

One (1) Contractor submitted a digital tender for Contract No. 2022-6E to the City Clerk's office prior to the closing time of 3:00 p.m. on Tuesday, May 3, 2022. The tender was opened at 3:15 p.m. on the same day by City staff. The Total Tender Value and the tender was reviewed to ensure it included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The following was the result of the submitted Total Tender Price, excluding HST:

1.	Pioneer Construction Inc.	\$2,675,005.22
----	---------------------------	----------------

The Total Tender Value includes a contingency allowance of \$80,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$2,362,692.48 (excl. HST) which was compiled based on prices from previous road construction contracts. A General Summary of the Tender Price for the above tender along with the Engineer's tender estimate is attached as Appendix 1.

3.0 Review of Tenders Received

The tender was reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. Tender was properly signed, sealed and executed.
2. The tender breakdown was checked for mathematical errors. No errors were found.
3. The Information to Tenderers indicated that tenders were to include a tender deposit in the form of a bid bond, certified cheque, money order or bank draft in the amount of 10% of the Total Tender Price. The tenderer complied with submission of the required tender deposit.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. The tenderer filled in the appropriate statements.
5. The tender also included Statement 'E' for alternative prices. The submissions did not include alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to the tender submitted.
7. The tenderer was required to acknowledge any Addenda received during the tender period. They confirmed receipt of Addendum No. 1.

4.0 Low Bidder Experience

Pioneer Construction Inc. is a well known local Contractor who has completed numerous City contracts in the past. Statement 'A' Tenderer's Experience, provided by the Contractor, outlined a list of similar projects that they have been completed in the Sault and area.

Statement "D" – Subcontractors submitted by Pioneer Construction Inc. indicated that the work will be done by their own forces.

4.0 Tender Estimate

The tender amount of \$2,675,005.22 (excl. HST) is higher than the Engineer's tender estimate by \$312,312.74 (excl. HST) or approximately 13%. It is expected that the higher pricing is due to the increase in material and fuel prices which is impacting construction costs coupled with the fact that only one tender submission was received.

We understand that the City's budget allocated for this project is higher than the tender estimate and the tender costs are within the City's budget.

5.0 Conclusions

In summary, based on our detailed review of the tender submitted, we recommend the following:

1. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement); and
2. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm
Encl.

Summary of Tender Prices

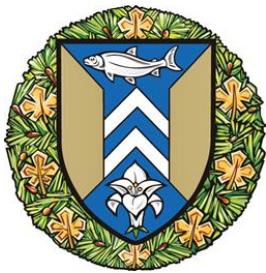
Date: May 5, 2022

Description of Works	Engineer Estimate Total Price	Pioneer Construction Total Price
Part 'A' - Roadworks - >>	\$758,248.90	\$858,845.22
Part `B` - Drainage Works - >>	\$557,549.16	\$648,733.00
Part `C` - Underground Services - >>	\$294,582.34	\$325,914.00
Part 'D' - Electrical / Traffic / Utilities	\$560,822.61	\$646,547.00
Part `E` - Provisional Items - >>	\$191,489.47	\$194,966.00
TOTAL TENDER PRICE (Excl. HST)	\$2,362,692.48	\$2,675,005.22

Appendix 2**TENDER REVIEW SUMMARY**

Tender Closing: May 3, 2022

ITEMS	CONTRACTORS	Pioneer Construction Inc. Sault Ste Marie, ON
Total Tender Value (Submitted)		\$2,675,005.22
Total Tender Value (Corrected)		same
Addenda Acknowledged		1
Tender Deposit		Bid Bond 10% of Tender Price
Agreement to Bond		Attached
Statements 'A' to 'D'		Attached
Statement 'E' - Alternatives		none provided
Tenders Signed		Signed, Sealed and Witnessed
Subcontractors		Piping - Own Forces Roadwork - Own Forces Concrete - Own Forces Pavement Markings - N/A
Bids Complete		Complete



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

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: Source Separated Organics

Purpose

The purpose of the report is to obtain approval to issue the Biosolids Class Environmental Assessment Notice of Addendum and commencement of the thirty day comment period.

Background

At the August 9, 2021 Council meeting, engineering work was approved for the Environmental Assessment Addendum for inclusion of source separated organics into the biosolids management project. The City of Sault Ste. Marie meets the thresholds in the provincial Food and Organic Waste Policy requiring collection and processing of source separated organics by 2025. Since the August 9, 2021 Council approval, work has proceeded and the Notice is ready to be issued.

Analysis

The Environmental Assessment Addendum is attached for your information. The Notice of Addendum will be issued, followed by a thirty-day comment period. Provided that no significant concerns are raised during the review period, the City may proceed with the project, subject to appropriate approvals.

Financial Implications

The budgetary capital estimate is approximately \$32 million inclusive of engineering. Based on associated volumes of waste, two-thirds of the costs, approximately \$21.3 million were projected to be sourced from the sanitary sewer revenue, whereas the remaining one-third of the costs, approximately \$10.7 million, were projected to be sourced from waste management reserve, as provided for in the revised Waste Management Business and Implementation Plan. Budgetary costs and funding sources will be further defined as the engineering design proceeds, and the tendering process is completed.

Strategic Plan / Policy Impact

The report links to the Strategic Plan focus area of infrastructure.

Source Separated Organics

May 24, 2022

Page 2

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated May 24, 2022 concerning the Biosolids Management Plan Notice of Addendum be received, and the recommendation that the Notice of Addendum be issued, be approved.

Respectfully submitted,

Catherine Taddo, P. Eng.

Land Development & Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca



BIOSOLIDS MANAGEMENT STUDY (CLASS EA)

ADDENDUM TO CONSIDER SOURCE SEPARATED ORGANICS AS AN
ADDITIONAL FEEDSTOCK

The Corporation of the City of Sault Ste. Marie

60565655

November 2021

Statement of Qualifications and Limitations

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- represents AECOM's professional judgement in light of the Limitations and industry standards for the preparation of similar reports;
- may be based on information provided to AECOM which has not been independently verified;
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- must be read as a whole and sections thereof should not be read out of such context;
- was prepared for the specific purposes described in the Report and the Agreement; and
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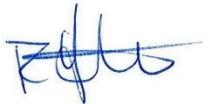
This Statement of Qualifications and Limitations is attached to and forms part of the Report and any use of the Report is subject to the terms hereof.

AECOM: 2015-04-13

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Quality Information

Prepared by: Rick Talvitie, P.Eng.



Name, Title

Checked by: Muhannad Bagajati, P.Eng.



Name, Title

Revision History

Rev #	Revision Date	Revised By:	Revision Description
0	November, 2021	R.Talvitie	Addendum to the Biosolids Management Study dated March, 2015

Distribution List

# Hard Copies	PDF Required	Association / Company Name
1	✓	The Corporation of the City of Sault Ste. Marie
1	✓	AECOM Canada Ltd.

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2.1	Estimated Quantity of SSO/ Proposed Facility Capacity.....	2
2.2	Anticipated Waste Collection Changes	4
3.	Proposed Design Concept	5
4.	Summary of Impacts and Mitigation Measures.....	6

1. BACKGROUND AND INTRODUCTION

The City of Sault Ste. Marie (City) has two wastewater treatment plants that currently generate approximately 10,000 wet tonnes of sewage sludge or biosolids annually. The biosolids are disposed of five days/week in the working face of the City's landfill. This management approach has been challenging primarily due to the semi-fluid nature of the biosolids (i.e. approximately 20-25% solids) and its odour. In addition, the challenges have been exacerbated over time as the proportion of locally generated Industrial, Commercial and Institutional (IC&I) waste exported to a northern Michigan landfill has grown to approximately 75%. This has resulted in significantly reduced quantities of solid waste available for mixing with the biosolids.

A Class EA was completed to address these challenges and recommended the construction of a composting or alkaline stabilization processing facility at the landfill to convert the biosolids to a stable dry material that could be used for landfill cover and/or other beneficial uses. The City is currently in the early stages of the facility design which included a request for proposal (RFP) process to select a suitable vendor with capabilities to process the biosolids. That RFP process resulted in the receipt of two vendor submissions each proposing a distinct composting methodology. No submissions were received for alkaline stabilization.

Given that both vendor submissions were proposing composting technologies, the City's Consultant, AECOM, suggested that the City may want to consider expanding the scope of the new Biosolids Management Facility to accept municipal source separated organics (SSO). This new requirement stems from the Food and Organic Waste Policy (Policy) issued by the province which, in part, provides direction to municipalities, to increase waste reduction and resource recovery from food and organic waste. The Policy set a target for larger municipalities in Northern Ontario for a "50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas". The City of Sault Ste. Marie meets the thresholds in the current policy and based on the terms of that policy will be required to collect and process SSO by approximately 2025.

The City concluded that based on the potential cost savings and anticipated reduced environmental impacts associated with having one facility manage both feedstocks, consideration should be given to expanding the scope of the current biosolids processing facility to potentially include SSO.

This addendum has been prepared to address the potential addition of SSO as a feedstock to be processed in the same facility that is planned for processing sewage biosolids.

2. PROPOSED PROJECT CHANGES

Within this section, consideration is given to the anticipated waste collection changes and the additional facility capacity required for processing SSO.

2.1 Estimated Quantity of SSO/ Proposed Facility Capacity

It is anticipated acceptable SSO materials shall consist of but are not necessarily limited to:

- paper napkins, paper towels;
- loose shredded paper;
- cotton balls;
- greasy pizza boxes;
- microwave popcorn bags;
- corn stalks;
- house plants (soil removed);
- food scraps;
- fruit and vegetable peels;
- bones, meat and fish; and
- coffee grounds and filters.

The City of Sault Ste. Marie completed a comprehensive waste audit in 2006. In addition, there are a number of Ontario Municipalities that have SSO programs in place that have published their SSO data. The approach to estimating future quantities of SSO to be processed included consideration of these various sources.

Based on the residential waste audit data, the estimated quantity of residential SSO (single and multi-family) that may be available in the waste stream is approximately 5,600 tonnes annually. Assuming a capture efficiency in the range of 70% to 75%, the resultant quantity of SSO to be processed would be in the range of 4,000 tonnes per year.

Based on other SSO programs that are currently operating elsewhere in the province, approximately 50 kg of SSO is being collected per person per year, which when applied to the City's current population results in 3,700 tonnes of SSO per year.

As a third approach we considered the quantity of SSO collected in communities elsewhere in the province and compared it to the total residential waste collected (excluding leaf and yard) in those communities and then applied that proportion to the overall residential waste stream in Sault Ste. Marie (excluding leaf and yard). Based on this approach the estimated SSO to be processed in Sault Ste Marie was in the range of 4,300 tonnes per year.

Based on the foregoing analysis, capacity to accommodate approximately 4,000 tonnes of SSO annually is reasonable as it is midway between the 3,700 t to 4,300 t range noted above and reflects a capture efficiency in the range of 70 to 75% based on Sault Ste. Marie's residential waste audit data.

The values presented above reflect the current population. Population projections have been developed by the City. If we consider a planning period of approximately 20 years, the 2041 projected population, as presented in Table 1, is approximately 86,000. If the 4,000 tonnes identified in the previous paragraph is extrapolated to accommodate 86,000 people, the resultant capacity for planning purposes is approximately 4,700 tonnes annually.

Table 1: City of Sault Ste. Marie Population Projections Table Caption Title

	2006	2011	2016	2021	2026	2031	2036	2041	2046	2048
Sault Ste. Marie	74948 ¹	75140 ¹	73368 ¹	74527 ²	75686 ²	79931 ²	83270 ²	85969 ³	88755 ³	89895 ³

Notes: 1. Census Data.

2. *The City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis Report – September 2018 .*
3. *Extrapolated from The City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis Report – September 2018*

Organic wastes are also generated from Industrial, Commercial & Institutional (IC&I) sectors. These sectors include food processing and packaging, hospitals, cafeterias, restaurants, convention centres, supermarkets, food transporters, etc.

It is very difficult to quantify the SSO that is available in the IC&I sector as there is no system in place to track IC&I waste quantities and types. Furthermore, it is very difficult to determine what capture efficiency could be achieved in this sector for several reasons:

1. Decisions in this sector are driven by cost. Proponents in this sector will only separate organics if it is cost effective or if they are mandated to do so. Even if they are mandated to do so, effective enforcement will likely be challenging.
2. Secondly, businesses and institutions will ensure their organic waste is collected and delivered to the lowest priced processing facility in the market much like what is currently being experienced with IC&I residual waste today (i.e. 75% of local IC&I waste exported to a northern Michigan landfill).
3. The ICI characterization is highly variable by community.

The Ontario Organic Waste Management Study (OOWM) 2013-2033 report showed a typical waste composition for the IC&I sector as shown in Table 2.

Table 2: IC&I Waste Composition

Composition	Percentage (%)
Food Waste	15
Leaf & Yard Waste	2
Paper	3
Wood	1
Garbage and Recyclables	79

In recent years approximately 75% of IC&I waste generated in Sault Ste. Marie was being exported and disposed of in a northern Michigan landfill. Based on historical waste quantities, the total estimated IC&I waste disposal quantities (i.e. disposed locally and exported) are likely in the range of 25,000 tonnes/year. If we focus on the food waste alone (i.e. assumed to represent approximately 15% of waste disposal) there may be approximately 3,750 tonnes of food waste through the IC&I sector. As noted in earlier paragraphs there will likely be significant challenges in achieving significant capture rates in this cost driven sector. As an example, the City of Guelph is currently processing approximately 10,000 tonnes of SSO annually and they estimated that approximately 10% of this quantity is originating in the IC&I sector.

Based on the analyses completed it is estimated that the City, with fairly aggressive capture efficiency targets, could collect approximately 4,000 tonnes of SSO annually with the current population and 4,700 tonnes annually with the projected 2041 population.

It is very difficult to speculate on the quantities that may be collected in the IC&I sector but the City of Guelph has reported that the IC&I sector may represent approximately 10% of the SSO quantity that they process.

A processing capacity of 5,000 tonnes/year is recommended and adopted in this addendum based on the following considerations:

- The quantities of SSO available in the IC&I sector are poorly defined and market specific information is difficult and costly to collect.
- The capture efficiency in the IC&I sector is also very difficult to predict as outlined in the foregoing paragraphs.
- The population growth is highly speculative as the City has not experienced any significant growth for many years.
- The suggested 5,000 tonnes/year capacity provides approximately 25% surplus capacity relative to current residential needs which could accommodate future growth and/or IC&I sector SSO.
- The facility design can be developed to accommodate a future phase if desired.

Therefore, for the purposes of this addendum the proposed facility would be expected to manage approximately 11,300 wet tonnes of biosolids and 5,000 wet tonnes of SSO annually which are the projected quantities over the 20 year planning period. In addition, based on the terms of the Food and Organic Waste Policy the facility is expected to process the two feedstocks separately.

2.2 Anticipated Waste Collection Changes

In addition to the proposed changes to the processing facility, there will also be a need to undertake changes to the curbside collection program in Sault Ste. Marie. The current collection program includes separate roll out carts for the collection of recyclables and solid municipal waste which includes organics. These carts are setout curbside on separate days each week.

The provincial mandate to collect and process SSO will result in a third waste stream to be collected curbside. It is anticipated that the City will introduce a third SSO container to be setout curbside. Although the City intends to undertake a waste collection study to identify a preferred waste collection approach, one strategy may include the collection of SSO and solid municipal waste each week in a split body collection vehicle with recyclables collected in a separate vehicle on a different day. The province is also currently proceeding with significant changes to recyclables collection and processing in the province. Under the proposed changes the City will no longer be responsible for the collection and processing of recyclables as it reverts to a producer responsibility. This means that companies producing the packaging materials will be responsible to collect and process the recyclable materials. Therefore, the future collection approach will also have to be aligned with the proposed provincial recyclables changes.

3. Proposed Design Concept

The originally proposed design concept that was presented in the final Biosolids Management Study that was completed in 2015 has been reproduced below. In addition to the original proposed design concept, we have also included a description of the proposed design concept with changes highlighted in red.

Original Design Concept:

- Construct an alkaline stabilization or composting facility at the City landfill site on Fifth Line;
- Use the processed material for daily, interim and final cover at the City landfill;
- Consider other beneficial use options for the processed material including agricultural land application, forestry applications, land reclamation, and blending with SSO or compost – these other options will be a function of the capacity to utilize all of the processed material at the landfill, market demand, financial viability, regulatory requirements, and potential liability; and
- Use of custom made transportation units (dump trailers or roll-off bins) to mitigate nuisance odours during transit.

Proposed Design Concept:

- Construct ~~an alkaline stabilization or~~ a composting facility at the City landfill site on Fifth Line (Note: although efforts were made to solicit proposals from both alkaline stabilization and composting technology vendors proposals were only received from composting technology vendors);
- Use the processed material for daily, interim and final cover at the City landfill (Note: based on the terms and constraints in the Food and Organic Waste Policy the proposed facility will process the SSO feedstock separate from the biosolids feedstock and the processed SSO will be used for City projects or marketed and will not be used for landfill cover);
- Consider other beneficial use options for the processed material including agricultural land application, forestry applications, land reclamation, and blending with SSO or compost – these other options will be a function of the capacity to utilize all of the processed material at the landfill, market demand, financial viability, regulatory requirements, and potential liability (Note: based on the terms and constraints in the Food and Organic Waste Policy the proposed facility will process the SSO feedstock separate from the biosolids feedstock and the processed SSO will be used for City projects or marketed and will not be used for landfill cover); and
- Use of custom made transportation units (dump trailers or roll-off bins) to mitigate nuisance odours during transit of the biosolids.
- The SSO is currently mixed with other municipal waste at source and is being transported to the landfill in waste collection vehicles. Under the proposed change the SSO will be separated at source by residents, collected curbside and delivered to the proposed facility for processing. The specific collection approach will be confirmed through a separate study

In summary, the proposed change consists of an expanded curbside collection program to collect source separated organics, delivering the SSO to the landfill site, expanding the proposed organics processing facility to accommodate 5,000 wet tonnes of SSO in addition to the originally planned 11,300 wet tonnes of biosolids. The two feedstocks will be composted separately to meet the terms and conditions of the Food and Organic Waste Policy but could be composted together in the future. The City is proceeding with this project addendum to meet the provincial mandate that requires the City to collect and process SSO by 2025.

4. Summary of Impacts and Mitigation Measures

The change to this project is being proposed by the City to comply with the provincial mandate that requires the City of Sault Ste. Marie to collect and process SSO.

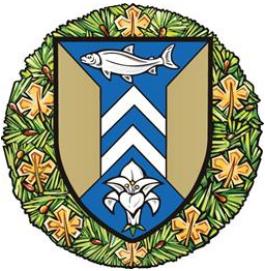
Organic waste generated in households in Sault Ste. Marie is currently mixed with other solid municipal waste and collected curbside and delivered to the Fifth Line municipal landfill and disposed of in the working face. The proposed change, whereby organics will be separated by residents at source (i.e. Source Separated Organics or SSO) and setout in a separate collection container, collected curbside and delivered to the proposed processing facility at the landfill is not expected to have any significant adverse impacts. The collection of the SSO and residual solid municipal waste may occur in one “split body” collection vehicle that collects and stores both types of waste in separate compartments on the truck. Collection of SSO is currently being successfully implemented in many municipalities across the province and is not expected to have any significant adverse impacts. The routes travelled for the collection and delivery of SSO will not change as the mixed solid municipal waste is currently being delivered to the landfill site and the separated wastes (SSO and residual waste) will also be delivered to the landfill site.

The City has responded to the provincial mandate in an environmentally responsible manner which includes a proposal to construct one facility at the City's landfill site designed to process both biosolids and SSO feedstocks. These organic wastes are currently being transported and disposed of in the working face at the landfill site. The construction of one facility to manage and process both feedstocks reduces the environmental footprint, servicing requirements and capital and operations and maintenance costs. The addition of SSO as a feedstock and the resultant conversion of the SSO to a beneficial use product further reduces the reliance on landfilling and reduces the production of greenhouse gases and on-site odours. The additional feedstock and the need to manage and process both feedstocks separately will introduce some complexity to the operational requirements but both types of feedstocks are currently being composted in other jurisdictions across Canada and resources are available to ensure effective operations.

The proposed facility incorporates significant odour mitigation including an enclosed environment for the most odorous processes (ie. receiving, tipping, mixing and active composting phases) together with a biofilter to treat the odorous air prior to releasing it to the environment.

Currently, when the solid municipal waste inclusive of organics reaches the landfill it is being disposed of in the landfill working face. This generates odour and also generates odorous landfill gas over time. Under the proposed approach the SSO collection vehicle will enter the processing facility and will tip the waste in a fully enclosed facility where the odorous air is removed and directed to a biofilter for treatment prior to being released to the atmosphere. This approach is expected to have a positive impact on odour mitigation at the landfill.

In summary, the proposed project change is expected to have an overall beneficial environmental impact by reducing waste disposal, further mitigating on-site odours, reducing landfill gas and methane generation and complying with provincial mandates. In addition, the construction of one facility to process both feedstocks will result in reduced environmental impacts relative to the construction of two separate facilities. The project will adversely impact Municipal finances by increasing the overall capital cost and future O&M costs. The City has developed and is implementing a long-term business plan to adequately budget for the future expenditures. The processing of both feedstocks in one facility will result in reduced overall capital and future O&M costs relative to the operation of two facilities. As the project design continues to evolve, the estimated project cost will be updated periodically and the business and financing plan will be adjusted as necessary. Stakeholder will also continue to be apprised of changes to the project budget.



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

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: MacDonald Avenue Drainage Improvements

Purpose

The purpose of this report is to obtain approval to award Contract 2022-8E for MacDonald Avenue drainage improvements, and the associated road closure.

Background

At the November 15, 2021 Council meeting, Council approved the Agreement related to engineering services. Since that time design and tendering has proceeded.

Analysis

Two tenders were received and summarized in the attached report. The low tender, excluding HST, was in the amount of \$1,581,724.88 submitted by Trimount Construction Group Inc. The tender, including the City's portion of tax of \$1,609,563.23 is higher than the Engineer's tender estimate by approximately 5%.

Financial Implications

When recoverable HST is removed and allowances for engineering are added, the City's cost to complete the project is estimated to be approximately \$1,791.200, to be funded from the \$1.5 million allowance in the 2021 Capital Budget. The overage can be accommodated from the uncommitted available urban only funds.

Strategic Plan / Policy Impact

The report links to the Strategic Plan focus area of infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2022-102 in relation to the tender award and 2022-103 in relation to the intermittent closure of MacDonald Avenue between May 30, 2022 and October 31, 2022, are listed elsewhere on the Agenda and are recommended for approval.

MacDonald Avenue Drainage Improvements

May 24, 2022

Page 2

Respectfully submitted,

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca

May 9, 2022
21-1845

**Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2**

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

**Re: Contract 2022-8E
MacDonald Avenue Drainage Improvements
Tender Report**

Mayor and Members of Council:

Provided herein is our Tender Evaluation Report with recommendations pertaining to the tenders received for Capital Project 2022-8E, MacDonald Avenue Drainage Improvements.

Project Description

The tendered work generally consists of storm sewer improvements on MacDonald Avenue and Garrison Way as well as stormwater retention/control facilities in the ravine located east of Alworth Place that runs between MacDonald Avenue and Garrison Way, along with a restoration of surface features.

Tendering of the Works

The call for tenders was advertised with the Sault Ste. Marie Construction Association and local news organizations. Copies of the Contract Documents were available at the Sault Ste. Marie Construction Association and the office of the Consultant.

Three (3) Addenda were issued during the tender period. Tenders closed on May 5, 2022 at 3:00 pm and were opened by representatives of The City of Sault Ste. Marie at approximately 3:15 pm on the same day. Due to Covid restrictions the opening was not open to the public. Results were posted on the City website on the same day.

Tender Prices

Two (2) tenders were received for the works. The tender prices including HST, as read at the tender opening, were as follows:

Contractor	Total Tender Price	Rank
Trimount Construction Group Inc.	\$1,787,349.11	1
Pioneer Construction Inc.	\$2,209,517.5	2

The tenders were checked for arithmetic accuracy, and no errors were noted.

All the tenders were submitted with the appropriate Tender Security in the amount of 10% of the respective tenders, Agreements to Bond and other required documentation. The Tender Securities was retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of \$100,000.00.

The Pre-Tender Estimate for the work was \$1,695,791.00 including HST

Tender Evaluation

Pricing Evaluation

TULLOCH completed a budget estimate in 2016 as part of the Environmental Assessment for the project. A 2016 predesign budget of \$1,076,890.00 was recommended to the City.

The submitted low bid was \$91,588.11 more than our Pre-tender Estimate, and in the opinion of TULLOCH, the submitted low price is reasonable.

Completion Dates

The contract documents require that all work be completed by October 30th, 2022.

TULLOCH's Experience with the Low Bidder

TULLOCH Engineering is very familiar with Trimount Construction Group Inc. and has worked with them on numerous projects. Their submitted past experience meets our expectations and we are of the opinion Trimount Construction Group Inc. has the experience necessary to successfully complete the project.

Tender Validity

The tender contract documents stipulated that tenders be held open for acceptance for a period of 60 days following the closing date.

Recommendation

TULLOCH recommends that the Corporation of the City of Sault Ste. Marie award the tender to Trimount Construction Group Inc. for a Total Tender Price of \$1,787,349.11 (inclusive of HST).

Tender Security

We recommend that the tender security of Trimount Construction Group Inc. and Pioneer Construction Inc., the two low bidders be retained until such time as a contract has been executed between The City of Sault Ste. Marie and Trimount Construction Group Inc.

Conclusion

Enclosed with this report, please find a completed Agreement for your use at Council. Contract documents for execution are being finalized and will be forwarded to Trimount Construction Group Inc. once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

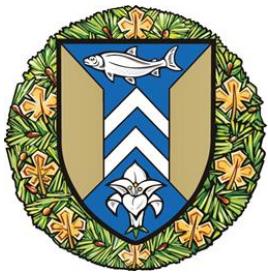
Yours very truly,



John V. McDonald, P.Eng.
Project Manager
TULLOCH

JVM/bt

Encls.



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

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 2021 – 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, 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.

Background

The Environmental Monitoring Committee 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 Ministry of the Environment, Conservation and Parks, 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 2021 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 from Public Works and Engineering Services if any Councillor wishes to review them.

Analysis

Site Development and Operations Report 2021 Municipal Landfill Waste Quantities and Site Capacity

Approximately 112,494 tonnes of waste was received at the landfill in 2021. Of this value 34% was landfilled, and 64% was used as cover or stockpiled for future use, and 2% was diverted. Based on the 5-year average disposal rate, there is capacity for approximately 5.3 years.

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. No odour complaints were received in 2021.

Municipal Landfill Site Monitoring Report 2021

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 Ministry of the Environment, Conservation and Parks 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 2021 consisted of 40 wells, and one maintenance hole.

Landfill Operations and Monitoring

May 24, 2022

Page 3

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 2021 the water quality in most of the western wells have generally improved or levelled off when comparing historical data to recent data. This continues to demonstrate the overall effectiveness of the purge well system, which has been effective at reducing chloride concentrations in general, and isolating impacts to a relatively narrow band. 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. A contaminant attenuation zone was established in 2009 in the area near the hydro corridor west of the landfill.

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 May 25, 2022 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Landfill Operations and Monitoring

May 24, 2022

Page 4

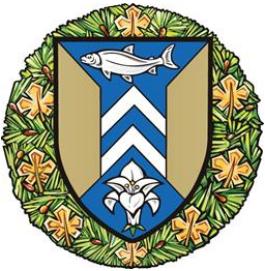
Respectfully submitted,

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng., Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: 2022 Ditching Program

Purpose

The purpose of this report is to inform Council of the proposed 2022 ditching program.

Background

Each year the ditching program is reported to Council for their information. This year it is proposed that the program include the re-ditching of approximately 12,000 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2022 locations. The program represents approximately 2.3% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$205,069.

Analysis

Typically, each year the program is compiled from requests received from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

Financial Implications

The proposed program maximizes the assigned operational budget for ditching.

Strategic Plan / Policy Impact

The ditching program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated May 24, 2022 concerning the Public Works 2022 ditching program be received as information.

2022 Ditching Program

May 24, 2022

Page 2.

Respectfully submitted,

Susan Hamilton Beach, P. Eng.

Director of Public Works &

Engineering Services

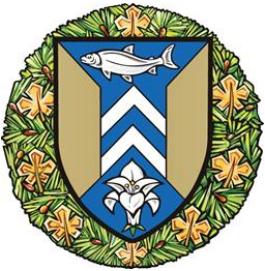
705.759.5207.

s.hamiltonbeach@cityssm.on.ca

2022 DITCHING PROGRAM

STREET	FROM	TO	METRES	DESCRIPTION
77 Williams St	Civic #77	Cross culvert on Queen St	300	North Side
20 Carlbert St	Civic #16	To grate on Simon Ave	134	East Side
135 Chicora Cres	Civic #135	Grate at #88 Williams St	145	East Side
174 River Rd	Civic #174	To civic #180 River Rd	45	North Side
159 Eastern Ave	Civic #161	Civic #121	152	South Side
836 River Rd	Civic #836	Cross culvert at #860 River Rd	143	North Side
59 Gibbs St	Pole #05357	Grate at Chambers Ave	303	West Side
4055 Queen St E	Civic #4055	To off take ditch at #3987	250	South Side
165 Sutton Place	Civic #165	To grate at #187 Sutton Place	134	North Side
16 Adeline Ave	Civic #16	To civic #12 Vera Ave	272	East Side
31 Vera Ave	Civic #47	To civic #74 Adeline Ave	167	North Side
30 Peach Dr	Civic #24	To civic #40 Peach Dr	86	West Side
47 Paradise Ave	Civic #51	To grate	20	West Side
1074 Old Garden River Rd	Civic #1074	To cross culvert at pole #14260	287	West Side
1071 Old Garden River Rd	Civic #1071	From cross culvert to ravine	587	East Side
189 Glengary Gate Est	Pole #19028	Cross culvert east of civic #189	275	South Side
536 Fourth Line East	Civic #536	To pole #14579	121	North Side
105 Terrance Ave	Civic #117	To cross culvert at Killarney Rd	113	South Side
31 Kilarney Rd	Civic #41	To ditch inlet at Great Northern	156	South Side
Church St	Pim St	Simpson St north of tracks	336	North Side
43 Stevens St	Civic #39	#51 Stevens St	115	South Side
141 Blake St	Civic #141	To driveway on Hardiman Ave	52	West Side
251 Industrial Park Cres	Civic #251	To off take ditch	180	South Side
47 Industrial Park Cres	Pole #13675	To civic #115 Industrial Pk Cres	257	South Side
165 Industrial Park Cres	Civic #165	To cross culvert at civic #115	203	West Side
164 Industrial Park Cres	Civic #164	To cross culvert at civic #116	194	East Side
94 Sackville Rd	Civic #94	To cross culvert at civic #424	247	East Side
184 Old Goulais Bay Rd	Civic #160	To civic 184 Old Goulais Bay Rd	40	East Side
175 Old Goulais Bay Rd	Civic #161	To civic 175 Old Goulais Bay Rd	100	West Side
229 Brule Rd	Civic #229	To pole #18791	210	West Side
527 Moss Rd	Civic #539	To civic #527 Moss Rd	50	West Side
152 Moss Rd	Civic #152	To pole #11146 on Moss Rd	446	East Side
364 Moss Rd	Civic #364	To civic #306 Moss Rd	201	East Side
274 Bainbridge St	Civic #274	To corner of Lennox Ave	80	North Side
261 Bainbridge St	Civic #261	To corner of Lennox Ave	70	South Side
337 Sydenham Rd	Civic #337	To c/b at Korah Rd	112	South Side
415 Sherbourne St	Civic #415	To dead end at Adelaide St	145	South Side
108 St Patrick St	Civic #398	To civic #124 St Patrick St	132	East Side
1420 Korah Rd	Civic #1420	To corner of Korah and Moss	233	North Side
348 Doncaster Rd	Civic #382	Ditch inlet at civic 601 Korah Rd	212	North Side
1027 Goulais Ave	Civic #1059	To ravine on Goulais Ave	184	West Side
1022 Goulais Ave	Civic #990	To pole #15704 on Goulais Ave	243	East Side
1267 Goulais Ave	Civic #1140	To cross culvert on Fourth Line	450	East Side
352 Everett St	Civic #352	To snow dump	225	North Side
7 Eden Square	Civic #7	To the corner of West Balfour	157	West Side
Winfield Park	#16 Winfield	To the dead end of Alpine St	203	West Side
84 Ransome Dr	Civic #40	To cross culvert at Rex Ave	247	North Side
1296 Second Line W	Pole #16484	To pole #16478 on Second Line	254	North Side
1016 Third Line W	Civic #980	To corner of Allen's Side Rd	337	North Side
577 Allen's Side Rd	Civic #525	To civic #557 Allen's Side Rd	257	West Side
111 Maki Rd	Civic #111	To the corner of Third Line W	470	West Side
11 Appaloosa Ave	Civic #11	To civic #23 Appaloosa Ave	166	West Side
86 Palomino Dr	Civic #80	To civic #98 Palomino Dr	161	East Side

2022 DITCHING PROGRAM				
STREET	FROM	TO	METRES	DESCRIPTION
104 Pinto Dr	Civic #104	To civic #111 Pinto Dr	50	North Side
1450 Third Line W	Civic #1450	To civic #1390 Third Line W	188	North Side
1948 Third Line W	Pole #17763	To the corner of Carpin Beach	238	South Side
1793 Base Line	Civic #1793	To pole #B650	186	South Side
2015 Base Line	Civic #2003	To the ravine on Base Line	241	South Side
637 Sunnyside Beach Rd	Civic #637	To pole #18990	110	South Side
653 Sunnyside Beach Rd	Civic #653	To civic #661	140	South Side
89 Sunnyside Beach Rd	Civic #97	To box culvert on north side	110	North Side
112 Alagash Dr	Civic #116	To the bridge	157	North Side
466 Old Goulais Bar Rd	Civic #456	To civic #448	15	East Side
483 Black Rd	Black Rd	Pawating Pl	680	South Side
			12774	



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Street and Lane Closings Downtown Plaza

Purpose

The purpose of this report is to seek Council's approval to close the following streets/lanes that form part of the Downtown Plaza:

- 15 FOOT LANE PLAN 366MCD ST. MARY'S NORTH OF LOTS 15 TO 17; SAULT STE. MARIE (PIN 31542-0308 (LT));
- 15 FOOT LANE PLAN 366MCD ST. MARY'S SOUTH OF LOTS 4 TO 6; SAULT STE. MARIE (PIN 31542-0309 (LT));
- MCDOUGALD STREET PLAN 366MCD ST. MARY'S NORTH OF T219159 (ALSO KNOWN AS BINGHAM STREET); SAULT STE. MARIE; (PIN 31542-0310 (LT));
- 2 FOOT RESERVE PLAN 366 MCD ST. MARY'S SOUTH OF LOT 6; SAULT STE. MARIE (PIN 31542-0357 (LT)); and
- 2 FOOT RESERVE PLAN 366 MCD ST. MARY'S NORTH OF LOT 17; SAULT STE. MARIE (PIN 31542-0351 (LT)).

Background

On September 27, 2021, City Council approved the necessary funding and directed staff to finalize the construction drawings and issue a tender for the construction of the Downtown Plaza.

ATTACHMENT

Attached as Schedule "A" is a Map that shows these properties.

Analysis

The above-noted properties are included in the Downtown Plaza property and are currently open as a street/lane. The By-laws before Council facilitate the necessary closing of City owned streets/lanes and 2 foot reserves.

Street and Lane Closings Downtown Plaza

May 24, 2022

Page 2.

Financial Implications

There is no financial impact related to this matter.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

By-law 2022-107 being a by-law to assume the properties for public use and establish them as public lanes and streets appears elsewhere on the Agenda and is recommended for approval.

By-law 2022-108, being a by-law to stop up and close the properties has been prepared for your consideration and appears elsewhere on the agenda. By-law 2022-108 is before Council for the first and second reading this evening.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
[,m.borowieczsibenik@cityssm.on.ca](mailto:m.borowieczsibenik@cityssm.on.ca)

MBS/da

Enclosure

~~SCHEDULE "A"~~

Spring Street

Queen Street East

subject
property

64

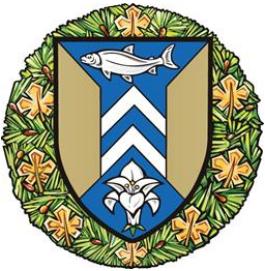
-Brock Street -

Bay Street

Russ Ramsay Way

Bell Avenue

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The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program - 18

Purpose

The purpose of this report is to recommend an incremental tax grant, through the City's Rental Housing Community Improvement Plan, for the development proposed at 352 Northern Avenue.

Background

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Plan provides for tax grants on a declining basis over a three-year period, with an additional incentive for projects that incorporate spaces to support assisted-living programs, or where additional barrier free units are constructed.

The existing program provides a tax grant of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property, following new construction (usually after the first year). This declines to 50% in year two and 25% in year three. If developments provide additional barrier-free/accessible units, or spaces to accommodate support services, projects are then eligible to receive the tax incentive over 4 years, at 75% in years one and two, 50% in year three, and 25% in year four.

The development of additional rental units is important to provide a range of housing types to match residents' needs; to ensure that the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

Analysis

The CARA Community Housing Corporation is embarking on new development to create a multi-purpose apartment complex. The development is located at 352

Northern Avenue, the site of the former Holy Trinity Anglican Church building, on lands donated by the Church.

CARA is a charitable non-profit housing corporation that operates a portfolio of 230 rental-housing units for low and moderate-income individuals, including those persons with disabilities. The corporation is governed by a volunteer board of directors.

The project involves the construction of a 58-unit apartment complex, serving low and moderate-income seniors, and persons with disabilities. Of the 58 units, 31 of the units will be one-bedroom units, and 27 two-bedroom units. 19 units (or 33% of the total number of units) will be barrier free units.

In addition to the apartment units, the building will contain a number of indoor amenities, including a chapel, a meeting room, and several offices, which will be used, by visiting professionals and agencies to provide support services to the tenants. The project also involves enhanced landscaping along the two street frontages, as well as a covered pedestrian link to the CARA building located at 31 Old Garden River Road.

Financial Implications

For typical multi-unit residential developments, the Ontario Building Code requires 15% of the units to be accessible. The proposed development will be providing 19 barrier-free units, or 33% of the total units. In addition, the redevelopment will be providing accessible gathering spaces as well as spaces that allow for the provision of support services. Given these considerations, it is recommended that the development be approved for the additional tax incentive (four years, at 75%, 75%, 50% and 25% respectively).

The tax rebate will result in a levy increase, which will negate the assessment growth during the four years. The tax rebate results in the deferral of the incremental tax increase resulting from this project until after the rebate period ends. However, after the 4-year tax rebate, the municipality will benefit from the full assessment resulting from this development.

Strategic Plan / Policy Impact

The Rental Housing Incentive Program, and the projects approved under this initiative, align with the Corporate Strategic Plan, specifically, under the Community Development focus area – creating social and economic activity, developing partnerships with key stakeholders, and maximizing economic development and investment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated May 24, 2022 concerning Rental Housing Incentive Program – 18, be received and that City Council

Rental Housing Incentive Program - 18

May 24, 2022

Page 3.

authorize a four-year incremental tax grant (75%, 75%, 50%, 25%) for the proposed 58 unit development at 352 Northern Avenue, subject to:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed, full municipal taxes will apply.

Respectfully submitted,

Stephen Turco, RPP
Senior Planner
705.759.5270
s.turco@cityssm.on.ca



TRINITY TOWER (CARA IV)

CARA Housing Corporation



TRINITY TOWER (CARA IV)

Cara Housing Corporation

7 STOREY APARTMENT BUILDING

GENERAL INFORMATION

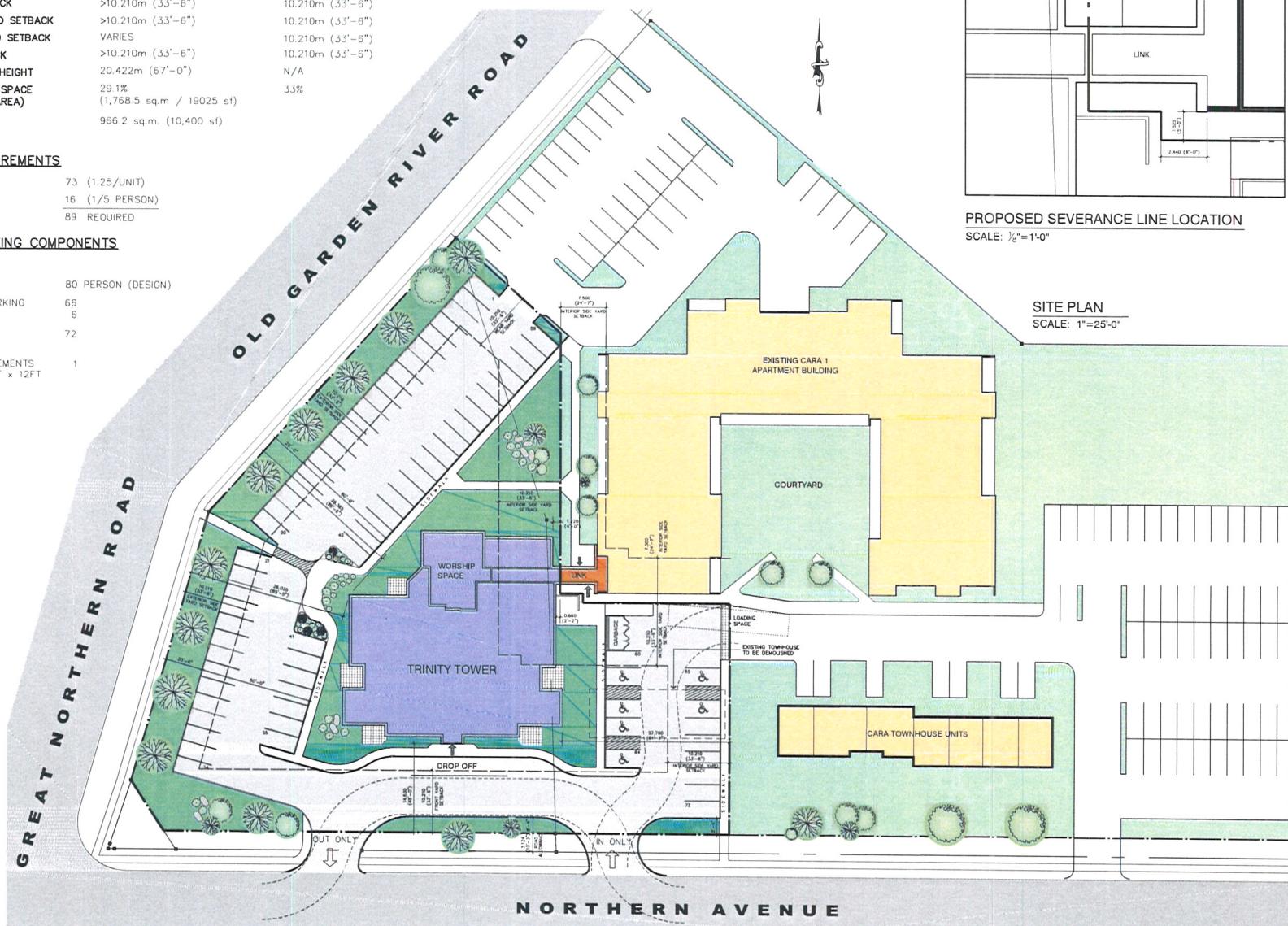
	ACTUAL	REQUIRED
LOT SIZE	6,083.3 sq.m (65480 sf)	N/A
LOT COVERAGE	966.2 sq.m (10,400sf) (16%)	33%
FRONT YARD SETBACK	>10.210m (33'-6")	10.210m (33'-6")
EXTERIOR SIDE YARD SETBACK	>10.210m (33'-6")	10.210m (33'-6")
INTERIOR SIDE YARD SETBACK	VARIES	10.210m (33'-6")
REAR YARD SETBACK	>10.210m (33'-6")	10.210m (33'-6")
MAXIMUM BUILDING HEIGHT	20.422m (67'-0")	N/A
LANDSCAPED OPEN SPACE (% OF TOTAL LOT AREA)	29.1% (1,768.5 sq.m / 19025 sf)	33%
BUILDING AREA	966.2 sq.m. (10,400 sf)	

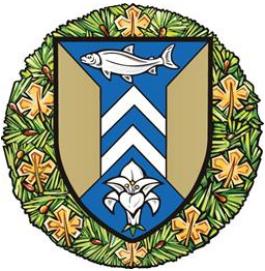
PARKING REQUIREMENTS

58 APARTMENTS	73 (1.25/UNIT)
CHAPEL	16 (1/5 PERSON)
	89 REQUIRED

BUILDING/PARKING COMPONENTS

58 APARTMENTS	80 PERSON (DESIGN)
CHAPEL	
STANDARD CAR PARKING	66
BARRIER FREE	6
TOTAL PROVIDED	72
ADDITIONAL REQUIREMENTS	
LOADING ZONE 65FT x 12FT	1





The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell MCIP, RPP, Planning Director
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program-
Two Year Extension to 2024

Purpose

The purpose of this report is to recommend an extension to the City's Rental Housing Incentive Program for an additional two years.

Background

The development of additional rental units is important to provide a range of housing types to match residents' needs; to ensure the overall supply of affordable housing is maintained and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

To encourage the construction of additional rental housing, City Council approved a Rental Housing Community Improvement Plan in 2013 under Section 28 of the Planning Act and Section 365 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects. A copy of the approved Rental Housing Community Improvement Plan is attached.

In 2020, City Council approved a two-year extension to the program which will expire on September 9, 2022.

Analysis

This type of Community Improvement Plan is a tax increment equivalent grant program which provides a grant to property owners if the development or redevelopment results in an increase to the assessment of the property. The amount of the grant is determined based upon the incremental increase in the municipal taxes.

The owner is responsible for all upfront development costs. Each eligible year, the owner must pay the property taxes in full. Afterward, the municipality will provide a grant equal to a portion of the tax increment.

Rental Housing Incentive Program- Two Year Extension to 2024

May 24, 2022

Page 2.

The Rental Housing Community Improvement Program provides for tax rebates on a declining basis over a three-year period (75%, 50% and 25%) with an additional incentive for facilities which support assisted-living programs or where additional barrier-free units are constructed.

This program has been very well received by the local development industry. To date, City Council has approved 19 projects to create a total of 453 new rental units as shown on the attached chart.

Canada Mortgage and Housing Corporation conducts an annual rental market survey each fall which includes slightly more than 5000 units in Sault Ste. Marie. A vacancy rate between 3% and 5% is generally considered healthy.

Prior to the Rental Housing Community Improvement Plan being introduced in 2013, the local apartment vacancy rate was less than 2%. The local vacancy rate did increase significantly to a high of 5.9% in 2018. However, since that time, the vacancy rate has decreased each year to 4.9% in 2019 and 4.0% in 2020. The 2021 data was released in February and indicates the local vacancy rate has dropped to 1.8%.

The population and employment analysis for the City's new Official Plan projects that approximately 25% of all new housing demand will be for rental units. Given the estimated future demand and the current low vacancy rate, staff are recommending that the existing program be extended for an additional two years. Staff are aware of several proposed developments that would benefit from this program.

Appropriate public notice has been given to allow City Council to extend the program timeframe. As of the date of writing this report, no comments have been received from the public.

Financial Implications

The tax rebate will result in a levy increase which will negate the assessment growth during the first three years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

Strategic Plan / Policy Impact

The extension of this incentive program is consistent with the Community Development and Partnerships focus area of the Corporate Strategic Plan. Specifically, this program creates economic activity, develops partnerships with key stakeholders and maximizes economic development and investment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated May 24, 2022 concerning a two-year extension to the Rental Housing Incentive Program be received and

Rental Housing Incentive Program- Two Year Extension to 2024

May 24, 2022

Page 3.

that Bylaw 2022-93, listed elsewhere on the agenda, be recommended for approval.

Respectfully submitted,

Donald B. McConnell, MCIP, RPP

Planning Director

705.759.5375

d.mcconnell@cityssm.on.ca

SAULT STE. MARIE

**PROPOSED RENTAL HOUSING COMMUNITY IMPROVEMENT
PLAN**

Legislative Authority

Section 28 of the Planning Act, Sections 106 and 365.1 of the Municipal Act allow municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allow City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.

This Rental Housing Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

Public Notice of City Council's intent to adopt the Rental Housing CIP will be published in accordance with Section 28(5) of the Planning Act.

The Challenge

Prior to 1986, 28 percent of the community's total housing was rental units.

Between 1986 and 2006, the last year for which census data is available, total housing stock increased by 4195 units of which only 650 units or 15% were rental units.

Rental Housing CIP Incentive Program

To be eligible for the proposed financial incentive described below, the following criteria will be applied:

- The participant's operation must be located on property located within the City of Sault Ste. Marie that is zoned to permit apartment buildings in Zoning By-law 2005-150.
- A significant total project investment is required, creating a minimum of four new rental units.

Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentive tool (the program) may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

Rental Housing Tax Increment Equivalent Grant Program

The Rental Housing Tax Increment Equivalent Grant Program will provide a grant to property owners who undertake the development or redevelopment that results in a reassessment of the property. The amount of the grant would be determined based upon the incremental increase in the municipal taxes.

A Tax Increment Equivalent Grant (TIEG) is generally delivered as a "pay as you go" grant - meaning the owner is responsible for the up-front remediation and redevelopment costs. Each eligible year, the owner must pay the property taxes in full. Afterward, the municipality will provide to the registered owner a grant equal to a portion of the tax increment.

A TIEG is a favorable incentive with little expense to the City. The subject sites underutilized today make a tax contribution which reflects their current value. Without an incentive to invest, the situation may be unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment has spawned economic activity, produced much needed rental housing, and possibly revitalized building stock and will eventually contribute a higher level of taxation.

Grants are equal to a percentage of the municipal tax increment on a declining rate basis for a maximum 4 year period. When an approved project is complete, a grant will be paid annually by the City to the eligible applicant following the full payment of property taxes. In year one, the grant to the approved applicant may equal 75 percent of the incremented taxes for the subject property. Year 1 is

defined as the first full calendar year in which taxes are paid after the project has been completed and reassessed.

The grant amount for a fourth year incentive will support the inclusion of assisted living facilities and encourage developments that exceed the minimum requirements for barrier free design.

Specifically projects which provide facilities that contribute to an improved assisted living environment such as additional space for nurses, physiotherapists, social service agencies or personal support workers and exceed the Ontario Building Code minimum requirements of 10% of all new residential units in multi-unit buildings shall be designed to be barrier free. Projects meeting these requirements will be eligible for up to one additional tax grant year.

The grant amount for this program shall not exceed 75% of the increase in the municipal portion of the taxes in years one and two, decreasing to 50% in year three, and 25% in year four.

The maximum payment schedule for all Rental Housing Tax Grants Will be as follows:

Time	Basic	With Incentive
Year 1	75%	75%
Year 2	50%	75%
Year 3	25%	50%
Year 4		25%

In addition, eligible program participants may apply for cancellation of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Provision of tax assistance for the education portion of a property tax increase is subject to application by the City to the Ministry of Municipal Affairs and Housing. Provision of the tax assistance for the educational portion of a property tax increase is limited to those costs associated with remediation.

Administration

Project incentives available under this Community Improvement Plan will be administered by a committee with representation from the City's Engineering & Planning and Finance Departments. Final approval of any assistance is subject to City Council authorization.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.

- Property taxes must not be in arrears at the time of application.
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant or rebate under this program.
- Outstanding Work Orders from the City's Fire Services or Building Services Division and requests to comply shall be addressed prior to grant approval.
- Improvements made to the buildings or land shall be made pursuant to a Building Permit, and constructed in accordance with the Ontario Building Code and applicable Zoning requirements.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the municipal tax assistance portion is assignable to any person to whom such an owner has assigned the right to receive the incentives such as a tenant or other assignee.
- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.
- This program will remain in effect for five years but may be extended by City Council subject to appropriate review and notice.

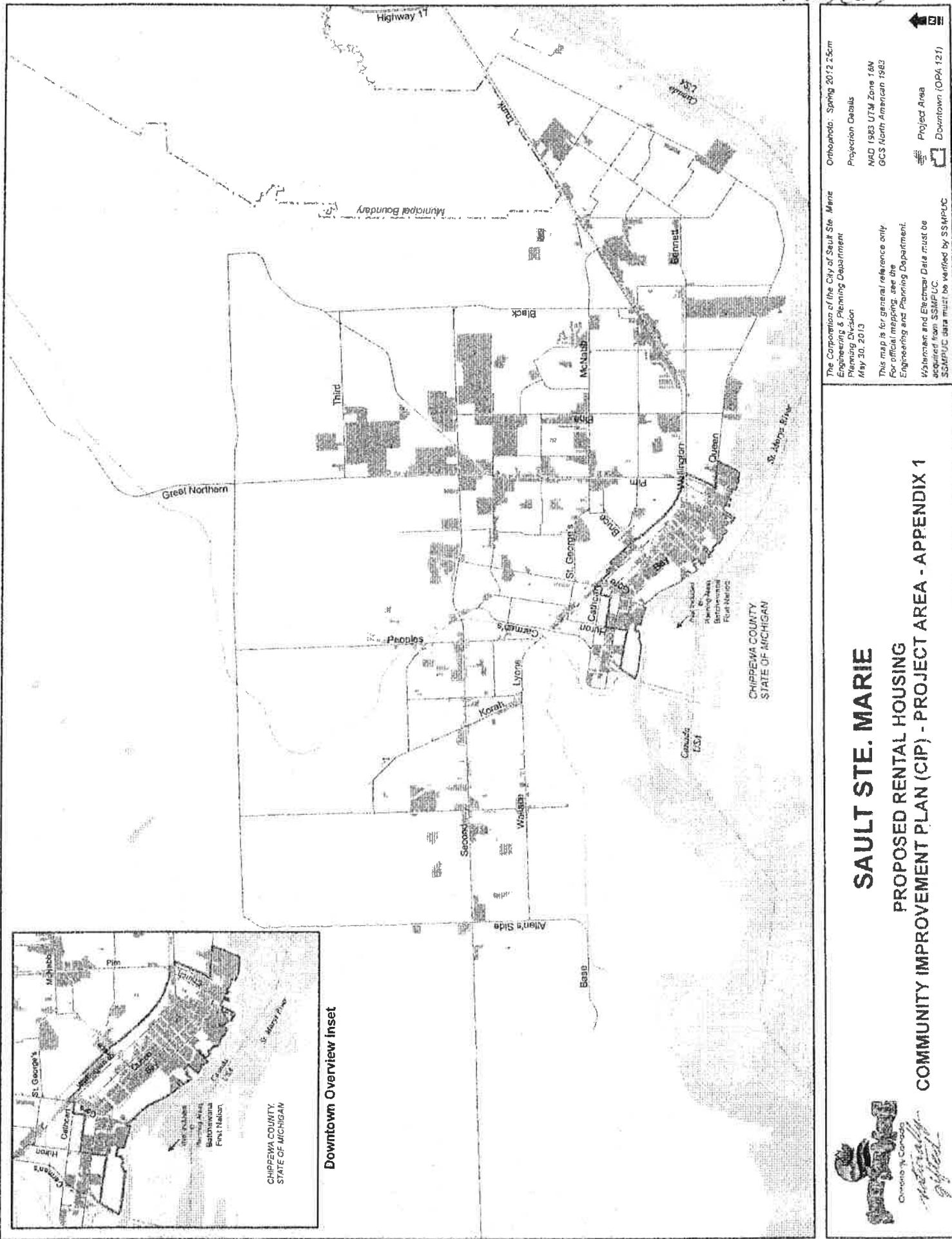
Where the program is approved for use, the following conditions apply:

- This program would not exempt property owners from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved.
- The property owner would be responsible for the full payment of the taxes, after which the City would provide the grant. For the time frame beyond the approval period, the owner would be required to pay the full amount of the taxes with no grant provisions.

- The tax assistance is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.
- In mixed use projects, any tax assistance is limited to the residential portion of the building.
- The maximum assistance will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.
- The municipal portion of the tax assistance will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.
- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further assistance shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the assistance under this program.

City Council will review this Community Improvement Plan at regular intervals to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw, and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.





CELEBRATE

REMEMBER

FIGHT BACK

CÉLÉBRER

RENDRE HOMMAGE

LUTTER

April 4, 2022

Dear Mr. Christian:

On behalf of our Korah Relay for Life team we would like to request that City Council would give us permission to host an all-night "Relay for Life" fundraiser at Korah Collegiate and Vocational School on the night of June 9th, 2022 from 7 pm until 7 am the morning of June 10th, 2020. We will be handing out notification flyers to the nearby residents around the school property, notifying them about this event and warning them of the noise level for the evening. The money from the event will be donated to the Canadian Cancer Society which will help them find a cure to this terrible problem.

Thank you for taking the time to read this letter. Your permission will be greatly appreciated on behalf of Korah Collegiate Relay for Life Committee.

Sincerely,

Cosimo Martella
Korah Collegiate Relay For Life Committee



CELEBRATE

REMEMBER

FIGHT BACK

CÉLÉBRER

RENDRE HOMMAGE

LUTTER

April 4, 2022



Korah Collegiate's 9th Annual Relay for Life

On Thursday, June 9th, 2022, Korah Collegiate will host its 9th Canadian Cancer Society Relay for Life event. It will be a wonderful celebration of survival, a tribute to the lives of loved ones lost and those still fighting the disease, as well as a night of fun, friendship, and fundraising to beat cancer. June 2019 marked a significant milestone for Korah as we eclipsed raising \$30 000 for the year and surpassed \$130 000 mark in donations since our initial involvement. The event will be held on the school track from 7 pm to 7 am, starting with Opening Ceremonies and a Survivors' Victory Lap. An inspiring Luminary Ceremony occurred shortly after dusk and will honour loved ones who have survived cancer, are currently battling cancer or who have succumbed to the disease. Fun events during the twelve hour relay included an open air concert, 4 corner volleyball games, basketball games, and contests and games between teams.

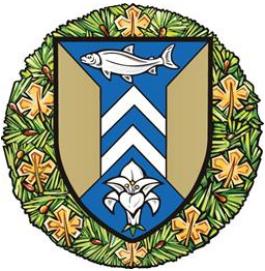
This year we hope to have over 200 participants and 50 student and teacher volunteers are involved in this overnight non-competitive relay. Teams consisted of Korah students, teachers and staff, as well as cancer survivors. This event was supported by many donations from local businesses, who made donations of equipment, money and prizes. Our sincere thanks go out to those sponsors who helped make this event happen and the City of Sault Ste Marie for their support.

To date Korah students have raised over \$130,000 towards the Relay for Life Campaign since it's first Relay in 2011. Our heartfelt thanks to everyone involved in our event who helped raise funds enabling the Canadian Cancer Society to help find a cure for cancer!

HOPE TO SEE YOU THERE ON JUNE 9th, 2022.
KORAH'S RELAY FOR LIFE 7:00 PM – 7:00 AM.

KORAH COLLEGIATE TRACK AND FIELD

Sincerely,
Cosimo Martella
Korah CVS Relay for Life Committee Chair



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Huron Central Railway – Updated Letter of Support

Purpose

To seek Council approval of an updated letter of support for the Huron Central Railway (HCR) funding application to Transport Canada.

Background

As Council is aware, a previous letter of support was issued in the summer of 2018. Since that time, there have been a number of hurdles to HCR's approaches to the Federal and Provincial governments including two elections at both levels of government, the resulting cabinet and program changes and challenges associated with the pandemic.

HCR presently has a new funding application under the amended National Transportation Corridors Fund (NTCF) before Transport Canada.

Analysis

As part of Transport Canada's review of HCR's most recent funding application, they have requested updated letters of support from the ones that were originally issued in 2018.

Financial Implications

There is no financial impact to providing the letter.

Strategic Plan / Policy Impact

This is an operational matter not linked to the Strategic Plan.

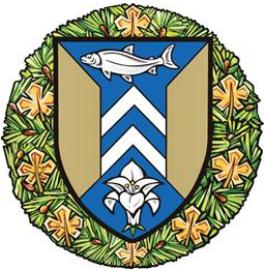
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2022 05 24 concerning Huron Central Railway – Updated Letter of Support be received and that an updated Letter of Support for HCR's application to the Federal Government be issued.

Respectfully submitted,

Malcolm White
CAO
705.759.5347
cao.white@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-3-22-Z.OP 1035 Wellington Street East, 189 Upton Road
and 185 Upton Road (Amended)

PURPOSE

The applicant, Zion Evangelical Lutheran Church, has submitted an application to re-designate and rezone the subject property consisting of 1035 Wellington Street East, 189 Upton Road and 185 Upton Road to permit office uses in the church's assembly hall addition (also known as the Fellowship Centre).

PROPOSED CHANGE

Amend the Official Plan from Residential to Residential with a notwithstanding clause to permit office space on the subject property (1035 Wellington Street East, 189 and 185 Upton Road).

Rezone the subject property (1035 Wellington Street East, 189 and 185 Upton Road) from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a Special Exception to permit, in addition to the uses already permitted in an R2 zone, up to 325 square metres of office space in the existing assembly hall, subject to the following special provisions:

- Permit parking spaces to be located in an exterior side yard.
- Reduce the landscaped open space requirement from 30% to 25%.
- Waive the parking space and surface treatment requirement for the proposed office use.

Subject Property:

- Location: Situated on the southwest corner of the intersection of Wellington Street East and Upton Road.
- Approximate Size: 62m (203') of frontage along Wellington Street with a depth of 100m (328'). Total area is 0.61 hectares (1.52 ac).
- Present Use: Place of worship, inclusive of a meeting hall addition that was constructed in 2012.
- Owner: Zion Evangelical Lutheran Church

BACKGROUND

A minor variance to reduce the front yard setback to permit a fence was approved in 2001.

ANALYSIS

Conformity with Official Plan

The Land Use map of the Official Plan designates the subject property as Residential. This designation promotes residential uses that contribute to the completeness of a neighbourhood. Commercial development is permitted in residentially designated lands, however, such development is limited to no greater than 200m².

This application proposes 325m² of commercial development and therefore an amendment to the Official Plan is required to permit this excess office space.

Conformity with Provincial Policy Statement 2020

This proposal is consistent with the policies of the PPS that address land use compatibility matters, efficiently using municipally serviced land, and meeting the long-term needs of employment.

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:

- a) Promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term.
- c) Avoiding development and land use patterns which may cause environmental or public health and safety concerns.

This proposal is consistent with the PPS.

- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;

1.3.1 Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the plan.

COMMENTS

The subject property consists of three lots containing two structures, the Zion Lutheran Church, and an additional structure (the Fellowship Centre) that was constructed in 2012 to host complementary functions. This application proposes to convert the Fellowship Centre into office space. No major exterior alterations are proposed.

The Official Plan limits commercial development to 200 square meters in the Residential land use designation to prevent land use conflicts. Taking into consideration the size of the property as well as the type of commercial use being proposed, no land use conflicts are anticipated from this proposal. The property is large enough with sufficient number of parking spaces, and has access to two roads, one of which is Wellington Street East, an arterial road. The proposed office space square footage is not associated with nuisances, such as noise, odour and traffic that would impact a residential neighbourhood.

The subject property is also located within close proximity to the downtown, and promotes adaptive reuse of an existing building with no exterior alterations or building expansion.

Despite being permitted in a residential zone, places of worship are subject to Institutional Zone regulations. 30% of the property is required to be open landscaped space, however, the property provides approximately 25%. Well-maintained landscaping does exist where it has the most positive impact, which is along the Wellington Street frontage, and much of the Upton Road frontage. Planning staff support the proposed landscaping variance.

A total of 75 parking spaces are required for the office use and church (15 + 60). 85 spaces are provided on site. Office space and places of worship have different peak demands which create an opportunity for a shared parking for barrier-free parking. The church will be required to construct 4 paved barrier-free spaces with appropriate signage. While 4 barrier-free parking spaces exist, they are not paved. The proposed office space will be exempt from having to provide their own barrier-free spaces.

The office space and its associated parking requirement is considered small in scale relative to that of the church. Places of worship are permitted to have gravel parking areas. Planning staff recommend that this exemption be extended to benefit the proposed office space as well. Note that the barrier-free spaces would still be required to be paved.

Amending the Bylaw to permit parking in the required exterior side yard would allow the existing parking area to continue to operate as is. However, Planning staff recommend that this amendment be limited to just the exterior side yard within 50 metres of the southerly lot line to reflect existing conditions.

This proposal is an example of an adaptive reuse of an existing structure that will introduce office space into the community. A mix of land uses help to achieve a “complete community” – a concept that is defined as a neighbourhood where people can live, work and play, and not be overly dependent on personal vehicles as a means of travel.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on April 29, 2022. 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 April 30, 2022.

Public Comments

Planning staff received no comments.

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 Building Division has no objections, but noted that upon approval of this application, a Change of Use Permit will need to be obtained from their department.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained with the corporate strategic plan.

SUMMARY

An application has been submitted to re-designate and rezone the subject property consisting of 1035 Wellington Street East, 189 Upton Road and 185 Upton Road to permit 325m² of office use in the church's assembly hall addition (also known as the Fellowship Centre).

No exterior alterations are proposed.

Considering the size of the property as well as the type of commercial use being proposed, no land use conflicts are anticipated from this proposal. The property is large enough to accommodate this proposal.

Office uses and places of worship have different peak demands which create an opportunity for a shared arrangement for paved barrier-free parking spaces. The

May 24, 2022

Page 5.

relatively smaller size of the office use also supports waiving surface treatment requirements for parking.

Amending the Bylaw to permit parking in the required exterior side yard benefits the existing church space and would allow the existing parking area to continue to operate as is. However, Planning staff recommend that this amendment be applied to the exterior side yard within 50 metres of the southerly lot line.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated May 24, 2022 concerning Official Plan and Rezoning Application A-3-22-Z.OP be received and that Council:

Approve Official Plan Amendment #239 by way of a notwithstanding clause to permit up to 325m² of office space on the subject property (1035 Wellington Street East, 185 and 189 Upton Road).

Rezone the subject property (1035 Wellington Street East, 185 and 189 Upton Road) from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception to, in addition to the uses permitted in a Single-Detached Residential Zone (R2):

1. Permit up to 325m² of office space.
2. Reduce the landscaped open space requirement from 30% to 25%.
3. Permit parking spaces to be located in a required exterior side yard within 50 metres of the southerly lot line.
4. Exempt the required 15 parking spaces associated with the office space from surface treatment requirements.
5. Reduce the required number of barrier free parking spaces from 2 to 0 for office space.

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

Respectfully submitted,

Jonathan Kircal, RPP

Planner

705.759.6227

j.kircal@cityssm.on.ca

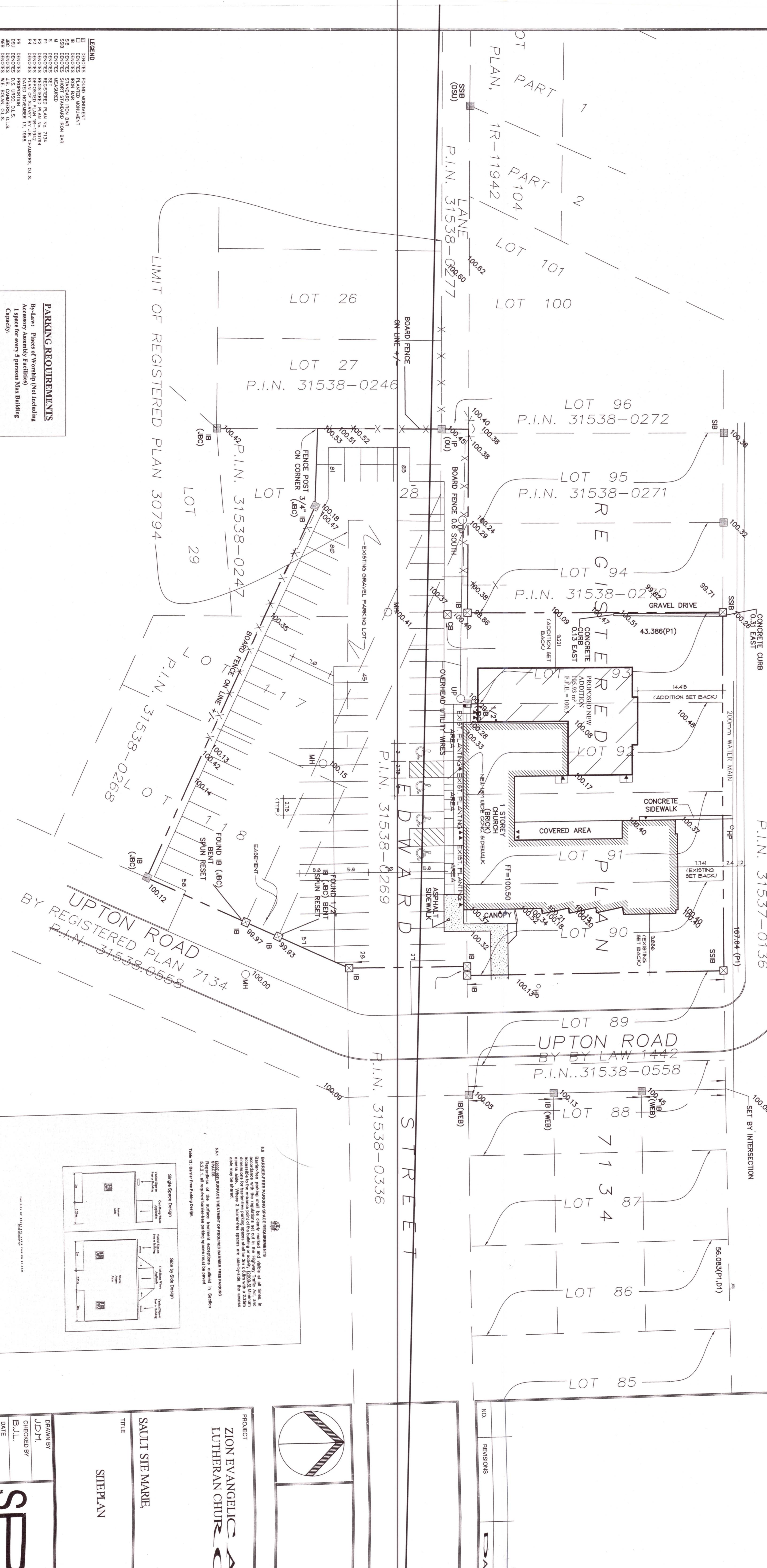
ROAD ALLOWANCE BETWEEN CONCESSIONS 1 AND 2 WELLINGTON STREET EAST

P.I.N. 3153/-0136

PLAN SHOWING
ELEVATIONS
LOTS 90-93 (INCLUSIVE)
PART OF
LOTS 117 AND 118
AND PART OF
EDWARD STREET
[CLOSED BY BY-LAWS; 2743(T27438), 1728(T239868)
1806(T239869) AND 83-259(T241058)]
REGISTERED PLAN No. 7134
AND
PART OF LOT 128
REGISTERED PLAN No. 30794
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

GENERAL NOTES:

1. Seal & Signature are by the person that has reviewed and taken responsibility for design activities.
 2. Do not scale the drawings.
 3. Check and verify all dimensions and report any discrepancies, contradictions, or ambiguities to the architect prior to issuance to contract.



**AMENDMENT NO. 239
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Residential Policies of the Plan.

LOCATION

PIN 31538-0269 (LT) LT 90-93 PL 7134 ST. MARY'S; PT LT 117-118 PL 7134 ST. MARY'S AS IN CY4160, T241546; PT EDWARD ST PL 7134 ST. MARY'S CLOSED BY T27438, T239868, T239869, T241058 AS IN CY4160, T29110 EXCEPT THE EASEMENT THEREIN; PT LT 28 PL 30794 ST. MARY'S AS IN T21673 S/T T21673; SAULT STE. MARIE; located on the south west corner of the intersection of Wellington Street and Upton Road, civic no. 1035 Wellington Street East, 185 and 189 Upton Road.

BASIS

This Amendment is necessary in view of a request to permit office space.

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 adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

157. Notwithstanding Residential policies of the Official Plan, the property described as PIN 31538-0269 (LT) LT 90-93 PL 7134 ST. MARY'S; PT LT 117-118 PL 7134 ST. MARY'S AS IN CY4160, T241546; PT EDWARD ST PL 7134 ST. MARY'S CLOSED BY T27438, T239868, T239869, T241058 AS IN CY4160, T29110 EXCEPT THE EASEMENT THEREIN; PT LT 28 PL 30794 ST. MARY'S AS IN T21673 S/T T21673; SAULT STE. MARIE; located on the south west corner of the intersection of Wellington Street and Upton Road, civic no. 1035 Wellington Street East, 185 and 189 Upton Road, may be occupied by up to 325 square meters of office space as an additional permitted use.

INTERPRETATION

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

SUBJECT PROPERTY

Wellington Street East



The figure consists of three separate, irregularly shaped light blue rectangles arranged vertically. The top rectangle is labeled '202' in black text. The middle rectangle is labeled '200'. The bottom rectangle is labeled '198'. All three shapes have slightly irregular, stepped edges.

Edward Street

Upton Road

**OPA 237
T 157**

Application Map Series

- Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information

Civic Address: 189, 185 Upton Road/1035 Wellington St. E
Roll No.: 020015063000000/020015065000000

Ref No.: 0200150610000000

Map No.: 9

Map No.: 5
Application No.: A-3-22-Z

Date Created: March 23, 2022

Legend

-  Residential
 -  Commercial
 -  Institutional
 -  Parks Recreation
 -  Industrial
 -  Rural Area
 -  Airport Lands
 -  Parcel Fabric



Planning and Enterprise Services
Small Business Division

Community Development and Services Department

Services Department
99 Foster Drive, Sault Ste.

99 Foster Drive, Sault Ste Marie
saultstemarie.ca | 705-759-5

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

GCS North American 1983

 Parcel Fabric

Subject Property

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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 saultstemaries.ca 705-759-5368 planning@cityssm.on.ca
Property Information Civic Address: 189, 185 Upton Road/1035 Wellington St. E Roll No.: 020015063000000/020015065000000/ 020015061000000 Map No.: 9 Application No.: A-3-22-Z Date Created: March 23, 2022	Legend  Subject Property  Parcel Fabric Page 154 of 281	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983  

SUBJECT PROPERTY



Document Path: \\CITYDATA\\Eng\\PlanBd\\Applications (2017 - Present)\\Planning Act Application\\SOP 189 Upton Road & 1035 Wellington St. E\\Lutheran Church\\GIS Maps\\Jon\\Jon A-3-22-Z_SubjectPropertyMap_March2022_8x11.dwg

Application Map Series	
<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	

Legal Department Reference



Property Information
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Map No.: 9
Application No.: A-3-22-Z
Date Created: March 23, 2022

Legend
Subject Property
Parcel Fabric
Page 155 of 281

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

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SUBJECT PROPERTY



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Page 150 of 281

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	

Legend

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



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Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983



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Roll No.: 020015063000000/020015065000000/
020015061000000
Map No.: 9
Application No.: A-3-22-Z
Date Created: March 23, 2022



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 AMENDED APPLICATION & PUBLIC MEETING

1035 Wellington Street East, 189 Upton Road & 185 Upton Road Application No.: A-3-22-Z.OP (amended) Applicant: Zion Evangelical Lutheran Church

Date: Tuesday, May 24, 2022

Time: 5:30 PM

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

PURPOSE

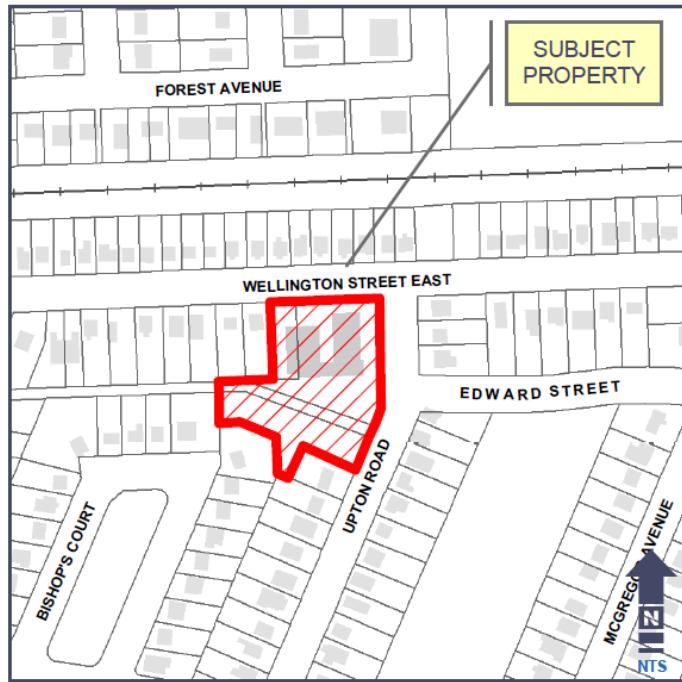
The applicant, Zion Evangelical Lutheran Church, has submitted an application to re-designate and rezone the subject property consisting of 1035 Wellington Street East, 189 Upton Road and 185 Upton Road to permit office uses in the church's assembly hall addition (also known as the Fellowship Centre).

PROPOSED CHANGE

Amend the Official Plan from Residential to Residential with a notwithstanding clause to permit office space on the subject property (1035 Wellington Street East, 189 and 185 Upton Road).

Rezone the subject property (1035 Wellington Street East, 189 and 185 Upton Road) from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a Special Exception to permit, in addition to the uses already permitted in an R2 zone, up to 350 square metres of office space in the existing assembly hall, subject to the following special provisions:

- Permit parking spaces to be located in an exterior side yard.
- Reduce the landscaped open space requirement from 30% to 25%.
- Waive the parking space and surface treatment requirement for the proposed office use.



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 Tuesday, May 24, 2022, 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, and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

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MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on **Friday, May 20, 2022** as part of City Council's Agenda. Please contact the Planning Division at 705-759-5368 or planning@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

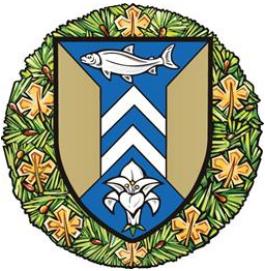
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to the Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to planning@cityssm.on.ca with your name, address and application file number on or before **Tuesday, May 24, 2022**.

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



The Corporation of the City of Sault Ste. Marie

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

May 24, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-5-22-Z.OP 865 Second Line East (Soo Auto)

PURPOSE

The applicants, Chris Frees and Candy Johnson (representing Soo Auto – 2062893 Ontario Inc.), have submitted an application to re-designate and rezone the northern 95 metres of 865 Second Line East to permit an automotive repair and maintenance establishment on the property.

PROPOSED CHANGE

Amend the Official Plan by re-designating the northerly 95m of 865 Second Line East from Residential to Commercial on the Land Use Map (Schedule C).

Rezone the northerly 95m of 865 Second Line East from Rural Area Zone (RA) to General Commercial Zone (C4.S) with the following special exception:

- Reduce the required landscaped open space from 50% to 30% for the required exterior side yard only.

Subject Property:

- Location: Located at the southeast corner of the Pine Street and Second Line East intersection.
- Approximate Size of subject property: 25m (82') of frontage along Second Line. Depth of 237m along Pine Street (777'). Total area: 0.79 hectares (1.96 acres).
- Approximate Size of area to be rezoned/redesignated: 25m (82') of frontage along Second Line. Depth of 95m along Pine Street (312'). Total area: 0.31 hectares (0.77 acres).
- Present Use: Vacant with unused structures.
- Owner: 2062893 Ontario Inc. (Soo Auto)

BACKGROUND

No prior planning applications exist for this property.

ANALYSIS

Conformity with Official Plan

The Land Use Schedule of the Official Plan designates this property as Residential. This application proposes to redesignate the northern 95 metres of the property from Residential to Commercial.

Commercial land use policies discourage the development of large scale office space outside of the downtown and also requires that new commercial development in excess of 4,000m² (43,000ft²) submit a market study to assess any impact on existing commercial facilities. Maintaining the downtown as the primary administrative centre of the community is a policy.

This proposal does not contain any large scale office space nor does it meet the threshold for a market study. Further, the proposed C4 zone restricts office space development to no greater than 300m².

Conformity with Provincial Policy Statement 2020

This application is consistent with the policies of the PPS that address matters such as land use compatibility and efficiently using municipally serviced land.

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:

- Promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term.
- Avoiding development and land use patterns which may cause environmental or public health and safety concerns.

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the plan.

COMMENTS

Soo Auto is proposing to establish an auto repair and maintenance facility within the northern 95 metres of the subject property. The 8-bay garage is 686m² (7,384 ft²) in size and requires 24 parking spaces. At present time, no development is proposed for the remainder of the property, therefore, the southerly 146m (479') of the property will maintain the Residential designation in the Official Plan, and the Rural Area Zone zoning.

Redesignating the property from Residential to Commercial is appropriate for the site as it is compatible with the surrounding area, and it also provides the desired

transition between the high traffic roads, industrial zoned properties, and the properties that are considered “sensitive use” due to their residential development potential. The northern 95m of the property is also more suitable for commercial rather than residential development. The following details support redesignating the property from Residential to Commercial:

- The property is located at the Pine Street and Second Line East intersection. To the north of the property, across Second Line, is St. Mary's School, to the east is a personal storage facility and industrial designated lands, to the south is an outdoor education area used by Sault College, and to the west, across Pine Street, are both a vacant R4 zoned land and a gas station with a convenience store. The subject area has experienced an increase in activity as much of this development has occurred in recent years, including the Pine Street extension.
- Second Line East doubles as a Trans-Canada Highway route, therefore it experiences high levels of commuter and truck traffic. Pine Street is also a busy arterial road. The exposure to both these roadways would necessitate additional land use compatibility studies prior to considering residential development.
- The horizontal depth of 34m (115') compounded by the 3m Pine Street road widening setback poses challenges to residential development, especially closer to Second Line East for traffic volume reasons, whereas it is seen as a positive for commercial development.

Site Plan Control (SPC) and Design Considerations

The garage, which is approximately 50m (164') in length, is located directly along the north lot line setback. Its exposure to the R4 zoned property across Pine Street is therefore limited. Any future residential development of that lot would likely minimize exposure through the use of maintaining the tree buffer, the placement of parking, and other techniques. The same principles applies to the remainder of the subject property.

Second Line East is a heavily travelled entrance into the City, used by both residents and visitors alike. It is a gateway. A combination of high quality landscaping and building design will be required to ensure that the property, particularly the northern portion of it, establishes a positive visual impression.

The site plan submitted by the applicant illustrates a 3m road widening between the parking area and Pine Street. For the reasons stated, reducing the landscaping requirement from 50% to 30% for the exterior (westerly) side yard is necessary and appropriate.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on April 29, 2022. 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 April 30, 2022.

Public Comments

Planning staff received no comments from the public.

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 Building Division made the following comments:

- The separation distance between the east building wall and east lot line is only 1.2m and as a result, the applicant should be aware that the area of unprotected openings are very limited and will greatly impact the construction of the exposing building face.
- The building will be required to meet the above ground electrical conductors clearances requirements of Article 3.1.19.1 of the Ontario Building Code.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained with the corporate strategic plan.

SUMMARY

The subject area has a mix of uses, including industrial, commercial, institutional and vacant residential to the south and west. The subject property abuts Second Line East/the Trans-Canada Highway, which is a generator of noise, vibration and other nuisances. The lot dimension, in addition to the Pine Street road widening setback, presents development challenges along the northern portion of the lot, especially as it relates to residential development.

Redesignating the northerly portion of the subject property from Residential to Commercial is appropriate given these concerns.

RECOMMENDATION

It is therefore recommended that Council take the following action:

May 24, 2022

Page 5.

Resolved that the report of the Planner dated May 24, 2022 concerning Official Plan and Rezoning Application A-5-22-Z.OP be received and that Council:

Redesignate the northern 95 metres of 865 Second Line East from Residential to Commercial on Land Use Schedule C by approving Official Plan Amendment #240.

Rezone the northern 95 metres of 865 Second Line East from General Commercial Zone (C4) to General Commercial Zone (C4.S) with a special exception to reduce the required landscaped open space from 50% to 30% for the required exterior side yard only.

And that the northern 95 metres of 865 Second Line East 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.

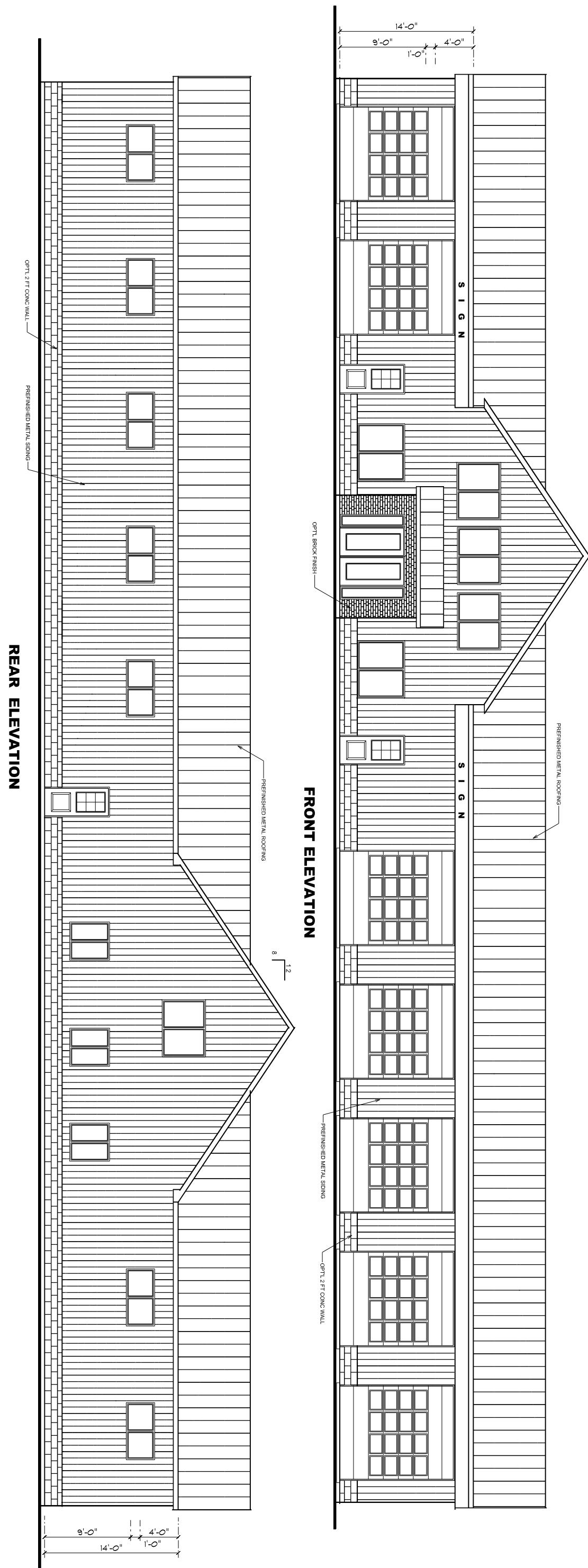
Respectfully submitted,

Jonathan Kircal, RPP

Planner

705.759.6227

j.kircal@cityssm.on.ca



**AMENDMENT NO. 240
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule C of the Official Plan.

LOCATION

Pin: 31514-0120 (LT); PT SEC 32 TARENTORUS AS IN T208223 AMENDED BY T324747 EXCEPT PT 3 1R12031; CITY OF SAULT STE. MARIE, having Civic Number 865 Second Line East, located at the south east corner of the Pine Street and Second Line East intersection.

BASIS

This Amendment is necessary in view of a request to permit commercial uses on the subject property.

The proposal does not conform to the existing Land Use Schedule C map of the Official Plan.

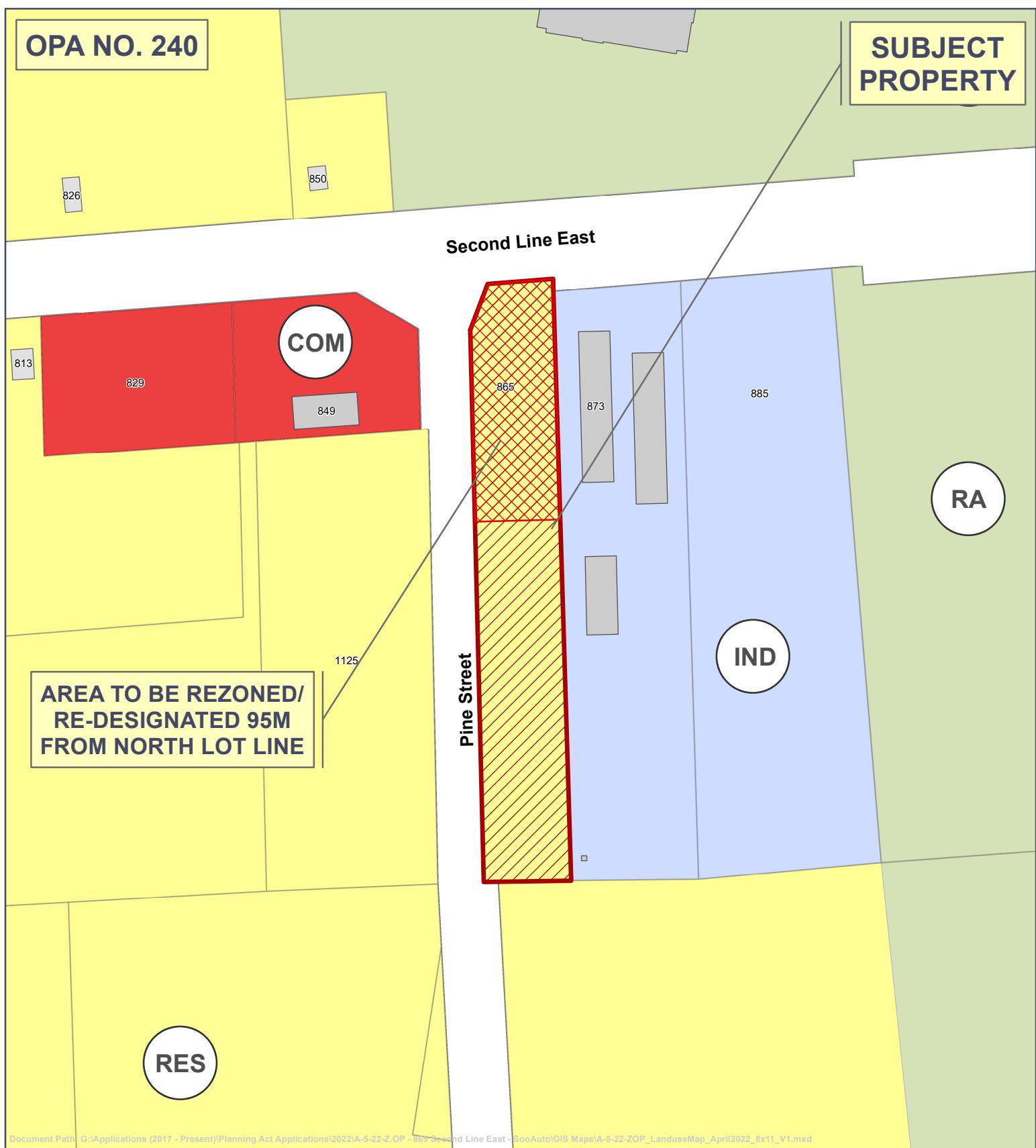
Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C of the Sault Ste. Marie Official Plan is hereby amended by redesignating the northerly 95 metres of the subject property from Residential to Commercial.

INTERPRETATION

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

OPA NO. 240**SUBJECT PROPERTY**

Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2022\A-5-22-Z.OA - 865 Second Line East - SooAuto\GIS Maps\A-5-22-ZOP_LanduseMap_April2022_8x11_V1.mxd

Application Map Series

- Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information

Civic Address: 865 Second Line E
Roll No.: 030080085000000
Map No.: 72/1-77
Application No.: A-5-22-ZOP
Date Created: April 21, 2022

Legend

- Subject Parcel
- Area To Be Rezoned/Re-Designated
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Public

**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

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Building Division Comment

It appears that the East building face has a proposed 1.2m set back to the lot line, the applicant should be aware of the limiting distances and area of unprotected openings are very limited and will greatly impact the construction of the exposing building face. Also the building will be required to meet the above ground electrical conductors clearances requirements of Article 3.1.19.1 of the Ontario Building Code.

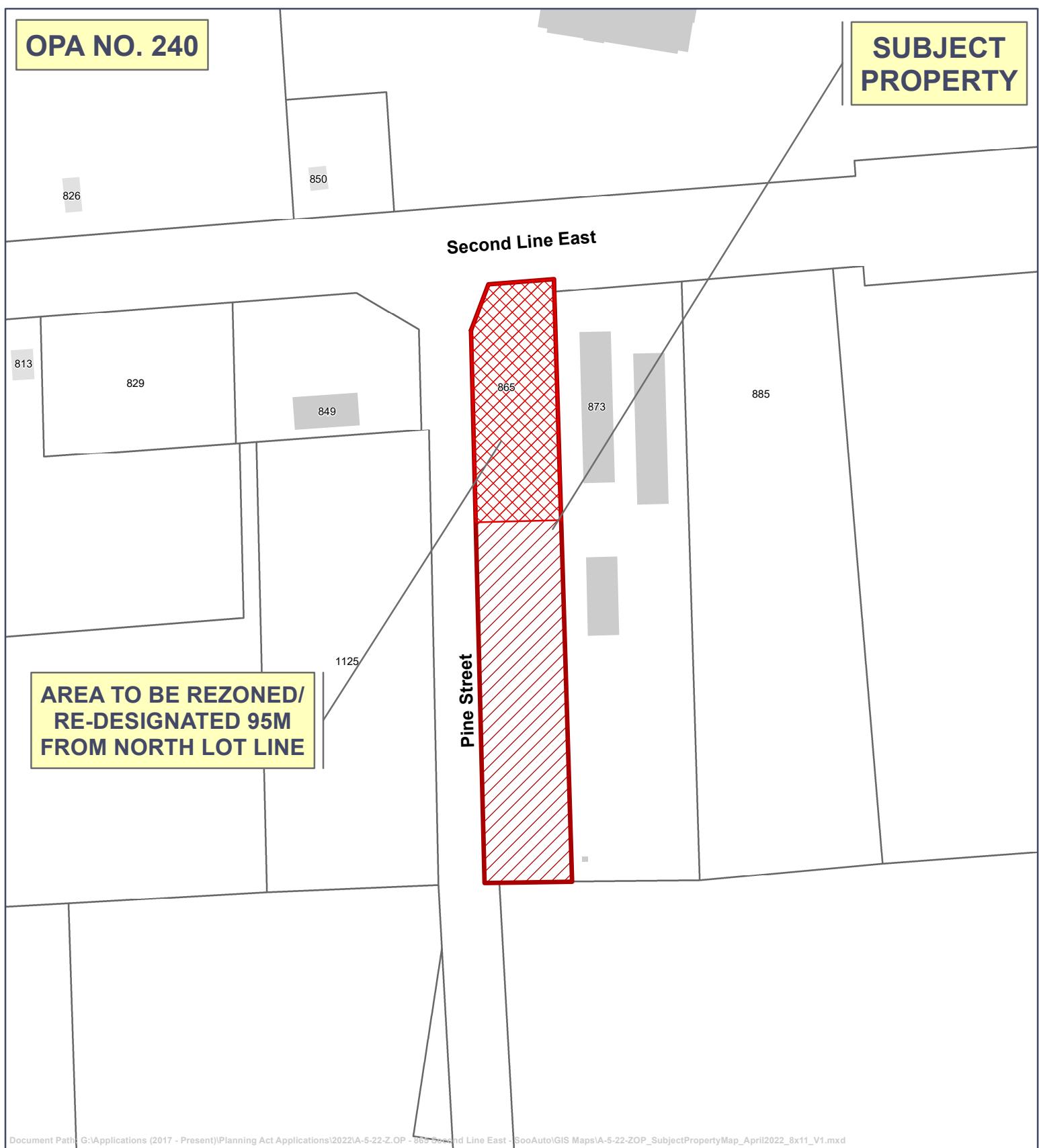
OPA NO. 240

SUBJECT PROPERTY



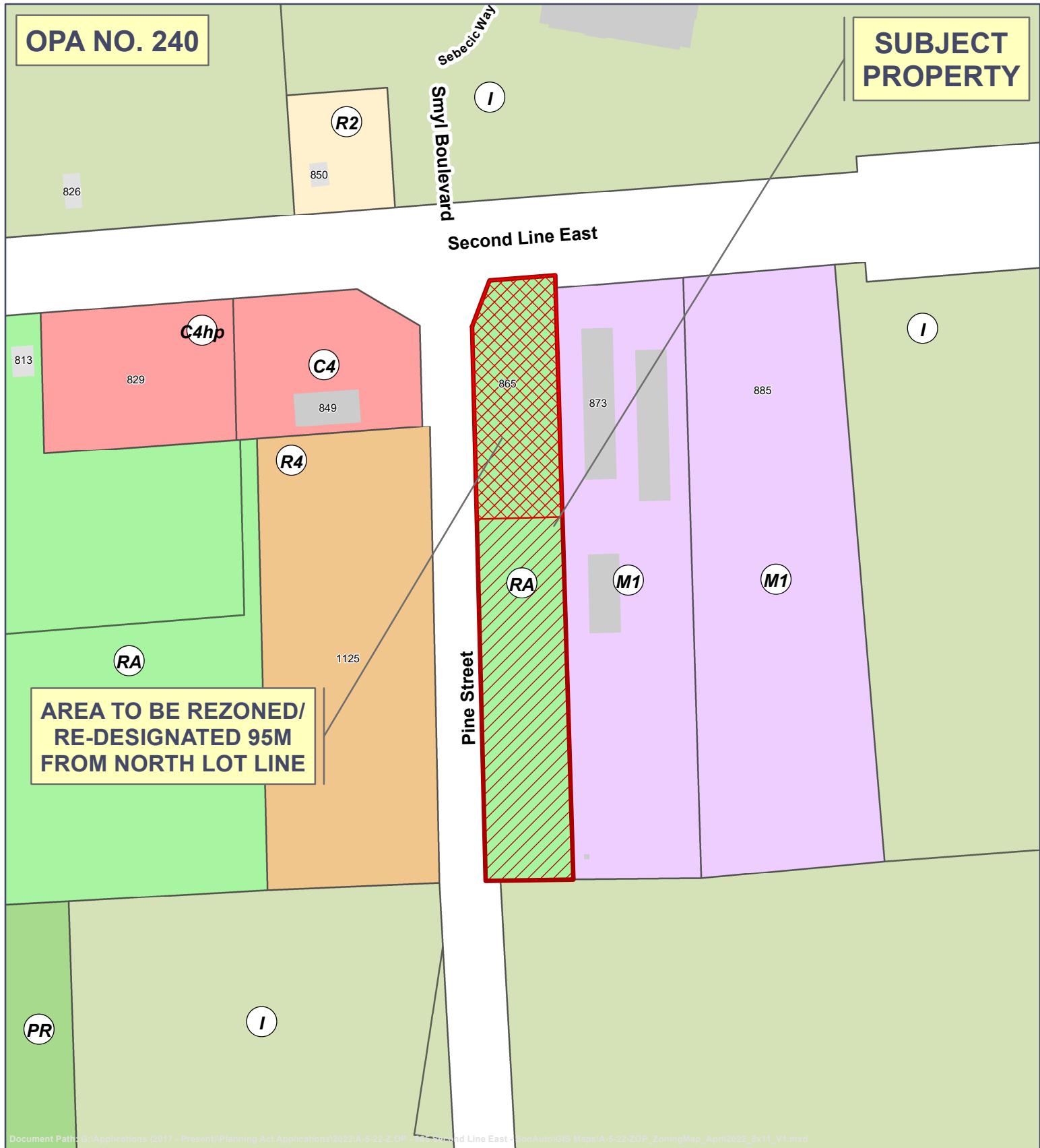
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<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 SAULT STE. MARIE Planning 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	
Civic Address: 865 Second Line E Roll No.: 030080085000000 Map No.: 72/1-77 Application No.: A-5-22-ZOP Date Created: April 21, 2022	 Subject Parcel  Area To Be Rezoned/Re-Designated  Parcels/Parcels	This map is for general reference only Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 12.5 25 50 Meters 1:2,000 

OPA NO. 240**SUBJECT PROPERTY**

Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2022\A-5-22-ZOP - 865 Second Line East -SooAuto\GIS Maps\A-5-22-ZOP_SubjectPropertyMap_April2022_8x11_V1.mxd

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OPA NO. 240**SUBJECT PROPERTY**

Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2022\A-5-22-ZOP - 865 Second Line East - SootAuto\GIS Maps\A-5-22-ZOP_ZoningMap_April2022_8x11_V1.mxd

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 Roll No.: 030080085000000
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 Application No.: A-5-22-ZOP
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Orthophoto: None

Projection Details:

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NOTICE OF APPLICATION & PUBLIC MEETING

865 Second Line East Application No.: A-5-22-Z.OP Applicant: Soo Auto

Date: Tuesday, May 24, 2022

Time: 5:30 PM

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

PURPOSE

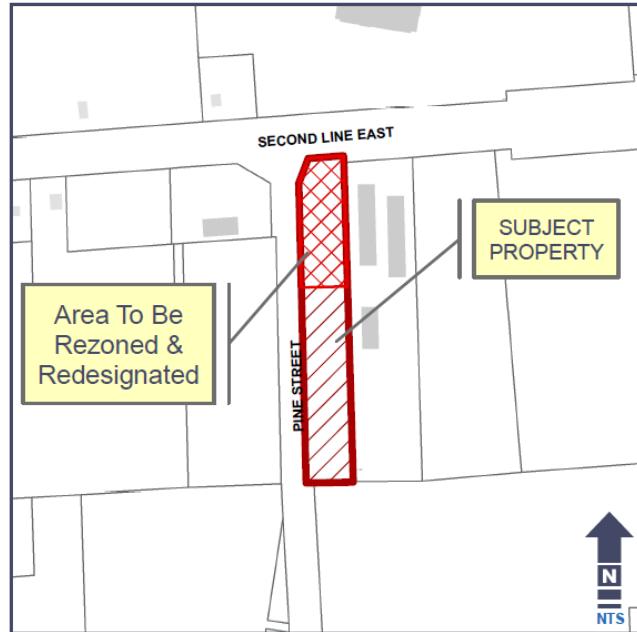
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-90

REGULATIONS: A by-law to amend Noise Control By-law 80-200 to allow for an exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 9, 2022 to 7:00 a.m. on June 10, 2022.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. EXEMPTION FROM NOISE CONTROL BY-LAW

Despite the provisions of By-law 80-200 the noise associated with the Korah Relay for Life fundraiser at Korah Collegiate and Vocational School from 7:00 p.m. on June 9, 2022 to 7:00 a.m. on June 10, 2022 is deemed not to be in violation of By-law 80-200.

2. EFFECTIVE DATE

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-91

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and MGP Architects Engineer Inc. for the relocation of the Mill Market to 73 Brock Street.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 3, 2022 between the City and MGP Architects Engineer Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the relocation of the Mill Market to 73 Brock Street.

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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



Ontario Association
of Architects

Standard Form of Contract for Architect's Services

OAA 600-2013 with Amendments to October 1, 2019

FOR

Relocation of Mill Market
73 Brock Street, Sault Ste. Marie, ON P6A 3B4

Note: The October 1, 2019 Amendments take into account the changes made by the *Construction Act, R.S.O. 1990, C.30* effective October 1, 2019. This version also includes those amendments previously incorporated in response to the changes made by the *Construction Act, R.S.O. 1990, C.30* effective July 1, 2018. The October 1, 2019 amendments are identified in this contract by a vertical line alongside the applicable clause.

Clauses may have been renumbered due to insertions or deletions as a result of the changes made.

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* List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.

AGREEMENT

A1 This contract made as of the 3 day of the month of May in the year 2022

A2 between the *Client*:

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

A3 and the *Architect*:

MGP Architects Engineer Inc. 123 East Street Sault Ste. Marie, ON

A4 for the following *Project*:

Relocation of Mill Market 73 Brock Street, Sault Ste. Marie, ON P6A 3B4
--

A5 The owner, if other than the *Client*, is:

A6 The *Client's* budget for *Construction Cost* is: \$ 2 to 2.9 million

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: August 22, 2022

.2 Substantial Performance of the Work: November 30, 2022

A8 The anticipated construction delivery type and anticipated construction contract between the *Client* and the contractor are:

.1 Delivery type: Standard Construction Delivery

.2 Construction contract: CCDC 2

A9 The *Client* and the *Architect* may rely on the initial information contained in Articles A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Cenlo Engineering Inc.
539 Great Northern Road
Sault Ste. Marie, ON P6B 5A1

.2 engaged by the *Client*

A11 For the *Architect's* services the fee shall be computed as follows: (*refer also to GC11*)

MGP Architects Engineer Inc. fee for the service provided for the Relocation of Mill Market will be \$159,500.00 plus HST at completion of the project. Additional project scope to be calculated and agreed upon based on the following hourly rates

Project Architect= \$160/ hr
Project Engineer= \$160/hr
Intern Architect= \$100/hr
Engineer in Training= \$90/hr
Senior tech= \$110/hr
Interior Designer= \$85/hr
Administration= \$65/hr

Disbursements such as printing, plotting, telephone etc. will be charged at cost.

- A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(<u>10.00</u> %)
Design development phase	(<u>20.00</u> %)
Construction documents phase	(<u>50.00</u> %)
Bidding or negotiating phase	(<u>5.00</u> %)
Construction phase	(<u>15.00</u> %)
Total	(<u> </u> %)

- A13 An administrative charge of 0.00 % shall be added to the reimbursable expenses as noted in GC11.3.

- A14 The rate for calculating automobile travel costs shall be \$0.61 per kilometre.

- A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

- A16 The *Client* shall pay the *Architect* within twenty-eight (28) days of receipt of *Proper Invoices*, *the invoiced amount* or the undisputed portion thereof on account of the *Architect's* fee and agreed upon reimbursable expenses plus applicable taxes. *Proper Invoices* shall be issued and submitted monthly unless otherwise agreed.

- A17 An unpaid *Proper Invoice* or the unpaid balance thereof shall bear interest, calculated and compounded monthly at the rate of 24.00 % per annum or such other rate as is specified in the *Construction Act* (Ontario), whichever is higher, commencing the twenty-ninth (29th) day after the date that the *Architect's Proper Invoice* is received, or such other rate as is determined as a result of a dispute resolution process.

- A18 For the purposes of the *Construction Act* (Ontario), this contract provides for payment of accrued holdback on a phased basis with respect to the specified completed design phase as follows:

1.

DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Adjudication means construction dispute interim adjudication as specified under the Construction Act (Ontario).

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by OAA.

Client is the person or entity identified in Article A2.

Construction Cost is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

Construction Documents consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

Consultant is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

Consultant Coordination consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

Contingency means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Place of the Work is the designated site or location of the *Work* identified in the construction contract documents.

Project as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

Proper Invoice means a written request for payment for services, materials, agreed reimbursables or related documentation containing at a minimum the following information:

- *Architect's* name and address.
- Date of the *Proper Invoice* and the period during which the services, materials or related documentation were supplied.
- Information identifying the authority under which the services, materials or related documentation were supplied.
- Description, including quantity where appropriate, of the services, materials or related documentation that were supplied.
- Amount payable for the services, material or related documentation that were supplied, and the payment terms.
- Name, title, telephone number and mailing address of the *Architect* to whom payment is to be sent.
- Any additional information specified in GC11.1.

Substantial Performance of the Work means substantial performance of the contract as defined under the *Construction Act* (Ontario). Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

Work means the total construction and related services required by the construction contract documents.

GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
 - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
 - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
 - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
 - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
 - .6 utilize key personnel where so identified and request the *Client*'s approval of any change, which approval shall not unreasonably be withheld,
 - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
 - .8 except with the *Client*'s knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect*'s professional judgment with respect to the *Project*.
 - .9 notify the *Client* if the *Client* fails to accept the *Architect*'s professional judgment with respect to the *Project* to such an extent that the *Architect* considers the *Client*'s failure as demonstrating a loss of confidence in the professional skill and care of the *Architect*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect*'s basic services consist of those services performed by the *Architect*, the *Architect*'s employees, and the *Architect*'s *Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
SCHEMATIC DESIGN PHASE				
.1	Review Program - Review the <i>Client</i> 's Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.	✓	F3	
.2	Review Applicable Codes - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	✓	F3	
.3	Prepare Initial Evaluation - Prepare an initial evaluation of the <i>Client</i> 's Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .		N/A	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.4	Review Initial Evaluation - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .	√	F3	
.5	Preliminary Concept Design - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.	√	F3	
.6	Schematic Design Documents - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: <ul style="list-style-type: none"> • Site Plan • Spatial Relationship diagrams • Floor Plans • Elevations • Building Sections • Outline Specifications 	√	F3	
.7	Estimate of Construction Cost - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.	√	F3	
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	√	F3	
DESIGN DEVELOPMENT PHASE				
.9	Design Development Documents - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization of adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawings and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> • Site Plan • Floor Plans • Elevations • Building Sections • Project brief detailing area calculations, building systems and outline specifications 	√	F3	
.10	Continue Review of Applicable Codes - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.	√	F3	
.11	Update Estimate of Construction Cost - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .	N/A		
.12	Submit Design Development - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.	√	F3	
CONSTRUCTION DOCUMENTS PHASE				
.13	Drawings and Specifications - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .	√	F3	
.14	Review Applicable Codes - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.	√	F3	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.15	Bidding Information - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.	√	F3	
.16	Update Estimate of Construction Cost - Update the <i>Estimate of Construction Cost</i> .	√	F3	
.17	Submit Construction Documents - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC5.2 and request the <i>Client's</i> approval.	√	F3	
PERMITS AND APPROVALS				
.18	Building Permit Application - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	√	F3	
BIDDING/NEGOTIATION PHASE				
.19	Bidding/Negotiation - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	√	F3	
CONSTRUCTION PHASE				
.20	General Review - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.	√	F3	
.21	Site Meetings - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .	√	F3	
.22	WSIB Certificates, Bonds and Insurance Policies - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.	√	F3	
.23	Construction Schedule - Receive construction schedule from contractor, review and forward to <i>Client</i> .	√	F3	
.24	Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.	√	F3	
.25	Payment Certification - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .	√	F3	

	ITEM	Service Provided:	Fee Reference:	Comments
2.1				
.26	Construction Contract Documentation Interpretation - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.	✓	F3	
.27	Shop Drawings and Submittals - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.	✓	F3	
.28	Supplemental Details and Instructions - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.	✓	F3	
.29	Requests for information (RFI's) - Receive requests for information (RFI's) from the contractor and process accordingly.	✓	F3	
.30	Proposed Change Notices/Change Orders and Change Directives - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client</i> 's approval and signature in accordance with the construction contract documents.	✓	F3	
.31	Inspection & Testing Services - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .	✓	F3	
.32	Substantial Performance - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> in accordance with the provisions of the <i>Construction Act</i> (Ontario).	✓	F3	
.32a	Deemed Completion – As payment certifier, prepare and issue at the appropriate time, a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Act</i> (Ontario).	✓	F3	
.33	Contractor's Documentation at Completion - Receive from the contractor and forward to the <i>Client</i> for the <i>Client</i> 's acceptance the written warranties and related documents as required under the construction contract.	✓	F3	
.34	Takeover Procedure - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	✓	F3	
.35	Twelve Month Warranty Review - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.	✓	F3	

GC3 PROVISION OF ADDITIONAL SERVICES

- 3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each identified in Article A11.)

3.1	ITEM	Service Provided:	Fee Reference:	Comments
PRE-DESIGN SERVICES				
.1	Pre-Design Study - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.	N/A		
.2	Multiple Sites – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.	N/A		
.3	Programming – Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.	N/A		
.4	Verifying Drawings - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.	√	F3	
.5	Measured Drawings - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.	√	F3	
.6	Survey, Geotechnical or Hazardous Materials - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3	√	F4	
GENERAL SERVICES, ALL APPLICABLE PHASES				
.7	Detailed Estimates of Construction Cost - Provide detailed <i>Estimates of Construction Costs</i> .	N/A		
.8	Detailed Quantity Surveys, Inventories, Operating Costs - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.	√	F4	
.9	Future Facilities - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .	N/A		
.10	Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	√	F4	
.11	FF&E - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.	√	F4	
.12	Signage - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.	√	F4	
.13	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.	N/A		

ITEM	Service Provided:	Fee Reference:	Comments
.14 Marketing - Prepare promotional presentations or special marketing materials.	√	F4	
.15 Model/Rendering/Video - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .	√	F3	
.16 Photography - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.	N/A		
.17 Language Translation - Provide language translation services for <i>Construction Documents</i> or other documents.	N/A		
.18 Value Engineering - Provide services in connection with value engineering or analysis.	√	F4	
PERMITS AND APPROVALS			
.19 Special Approvals of Authorities - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist Consultants if required and assist <i>Client</i> in submission of application for:	N/A		
.1 Zoning or Land Use Amendment:	N/A		
.2 Committee of Adjustment or variance from by-laws:	N/A		
.3 Site Plan Approval:	N/A		
.4 Other Approvals: (list and describe)		N/A	
BIDDING/NEGOTIATION PHASE			
.20 Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.	N/A		
.21 Multiple Bid Packages - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.	N/A		
.22 Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	√	F3	
CONSTRUCTION PHASE			
.23 Additional On-Site Representation – Provide extensive or full-time on-site review or representation.	N/A		
.24 Multiple Contracts - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.	N/A		
.25 Multiple Phases - Provide services in connection with multiple phased occupancies.	N/A		
.26 Client's Own Forces - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .	N/A		
.27 Updated Drawings - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	√	F4	

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.28	Record Drawings - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	✓	F3	
.29	Commissioning - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation		N/A	
3.2	Upon recognizing the need to perform the following unforeseen Additional Services the <i>Architect</i> shall notify the <i>Client</i> with reasonable promptness explaining the facts and circumstances. The <i>Architect</i> shall not proceed to provide the following services until the <i>Architect</i> receives the <i>Client's</i> written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:			
.1	caused by instructions that are inconsistent with instructions or written approvals previously given by the <i>Client</i> , including revisions made necessary by adjustments in the <i>Client's</i> Program of Requirements or budget for <i>Construction Cost</i> ;			
.2	required because of significant changes to the <i>Project</i> , including size, quality, complexity, the <i>Client's</i> schedule, or the method of bidding or negotiating and contracting for construction;			
.3	caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;			
.4	caused by an interpretation by the authorities having jurisdiction which differs from the <i>Architect's</i> interpretation of statutes, regulations, codes and by-laws, which difference the <i>Architect</i> could not have reasonably anticipated;			
.5	due to changes required as a result of the <i>Client's</i> failure to render decisions in a timely manner;			
.6	in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;			
.7	required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the <i>Work</i> ;			
.8	due to replacement of any of the <i>Work</i> damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;			
.9	made necessary by the default of the contractor, by major defects or deficiencies in the <i>Work</i> of the contractor, by failure of performance by either the <i>Client</i> or the contractor under the construction contract;			
.10	requested by the <i>Client</i> in connection with any adjudication, mediation, arbitration proceeding, or legal proceeding which is not substantially caused by the <i>Architect's</i> error or omission;			
.11	requested by the <i>Client</i> in relation to the provisions for prompt payment under the <i>Construction Act</i> (Ontario) or other applicable legislation in respect of contracts between the <i>Client</i> and other parties which are being administered by the <i>Architect</i> ;			
.12	made necessary by the extension of the anticipated dates for construction described in Article A7; or			
.13	in connection with the preparation and issuance of a certificate for payment for release of holdback on an annual basis, phased basis, or upon completion of a subcontract, as agreed to in the construction contract.			

GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
- .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including invert and depths;
 - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
 - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
- .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
 - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
 - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
 - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
 - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;
 - .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
 - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment, to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; or for an issue related to the provisions for prompt payment under the *Construction Act* (Ontario) or other applicable legislation; and
 - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*;

- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
 - .3 provide that, in the event that GC4.5.1 and GC4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 5.1 The *Client*'s budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC4.2. Initial evaluations of the *Client*'s budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect*'s judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor*'s methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client*'s budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect*'s *Estimate of Construction Cost* exceeds the *Client*'s budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project*'s size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect*'s *Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an *Additional Service*.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
 - .2 authorization for re-bidding or re-negotiating of the proposal, or
 - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
 - .4 termination of this contract in accordance with GC10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect*'s responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.
- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC5.6 shall be an *Additional Service*.

GC6 CONSTRUCTION PHASE SERVICES

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.
- 6.2 When engaged for services during the construction phase the *Architect* shall:
- .1 be a representative of the *Client*;
 - .2 advise and consult with the *Client*;
 - .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
 - .4 forward all instructions from the *Client* to the contractor;
 - .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
 - .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.
- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:
- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
 - .2 the results of any subsequent tests required by or performed under the construction contract documents;
 - .3 minor deviations from the construction contract documents being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment.
- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.
- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.

7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

- 8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The *Architect* shall not:
- .1 be required to make exhaustive or continuous on-site reviews;
 - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
 - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
 - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
 - .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongfull or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.
- 9.2 If any *Proper Invoice* submitted by the *Architect* remains unpaid by the *Client* for twenty-nine (29) days or more from the date the *Proper Invoice* was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The *Architect* may suspend services on the *Project*:
- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid subject to GC11 the *Architect's Proper Invoice*, the undisputed amount of a *Proper Invoice*, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the *Proper Invoice*, or

- .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within twenty-eight (28) days of the date that the invoice for suspension of services is received by the *Client*, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

GC10 TERMINATION OF SERVICES

- 10.1 This contract is terminated on the earliest of:
 - .1 completion of the services
 - .2 termination in accordance with GC10.2, 10.3 or 10.4
 - .3 one year from the date of certification of *Substantial Performance of the Work*; or
 - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 This contract may be terminated by the *Architect* upon at least seven (7) days written notice to the *Client* under GC1.1.9 in the event that there has been a loss of confidence in the *Architect's* provision of services.
- 10.6 In the event of termination, the *Architect* shall be paid subject to GC11.6, within twenty-eight (28) days of the date that a *Proper Invoice* is received, the undisputed amount for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.7.
- 10.7 Termination expenses are in addition to compensation for the *Architect's* services and include
 - 1. expenses directly attributable to termination for which the *Architect* is not otherwise compensated,
 - 2. plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or
 - 3. such other amount as may be mutually agreed.

GC11 PAYMENTS TO THE ARCHITECT

- 11.1 A *Proper Invoice* shall include the following information in addition to the minimum stated in the definition of *Proper Invoice*:
1. The client's name and address
 2. The date and period during which the service was provided
 3. PO #
 4. A description of the service provided
 5. Amount payable for the service provided and payment terms
 6. Name and mailing address of the company to whom the payment is to be sent.
- 11.2 A *Proper Invoice* submitted by the *Architect* under this contract is due and payable as described in Article A16. Payments for the *Architect's* services shall be made on account for *Proper Invoices* as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.3 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.4 Reimbursable expenses include the following actual expenditures, supported by receipts or *Proper Invoices*, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
 - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
 - .3 reproduction of *Instruments of Service*, photographs, and other documents;
 - .4 web-based project management services, specifically requested by the *Client*;
 - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
 - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
 - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.5 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.6 In the event of dispute, amounts under dispute are those subject to being resolved through adjudication, mediation, arbitration proceeding, or legal proceeding. Any amount so determined or resolved shall be subject to Article A17.
- 11.7 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.8 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.9 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.10 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.

- 11.11 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.

GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, 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.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

GC13 OTHER TERMS OF CONTRACT:

13.1 The *Client* and the *Architect* agree as set forth in the following other terms:

F3: Fixed Fee of \$159,500.00

F4: Hourly Rates

Project Architect= \$160/ hr

Project Engineer= \$160/hr

Intern Architect= \$100/hr

Engineer in Training= \$90/hr

Senior tech= \$110/hr

Interior Designer= \$85/hr

Administration= \$65/hr

Attachment:

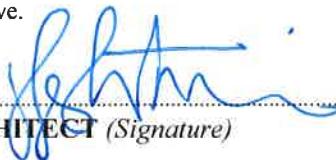
1. RFP from City of Sault Ste.Marie (File # 2022CDE- PE- 03-P)
2. MGP Proposal submitted on March 25, 2022

This contract is entered into as of the day and year first written above.

.....
CLIENT (Signature)

Mayor - Christian Provenzano

.....
(Printed name and title)

.....

ARCHITECT (Signature)

.....
Henry Pietrzakowski, Director of Architecture

.....
(Printed name and title)

City Clerk - Rachel Tyczinski

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



*Corporate Services
Finance Department
Purchasing Division*

*Karen Marlow
Manager of Purchasing*

Request for Proposal

ARCHITECTURAL AND ENGINEERING SERVICES – RELOCATION OF THE MILL MARKET

**File: 2022CDE-PE-03-P
February 25, 2022**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

**ARCHITECTURAL AND ENGINEERING SERVICES – RELOCATION OF THE MILL
MARKET**

The Corporation of the City of Sault Ste. Marie invites you to submit a Proposal to provide Architectural and Engineering Design, Tender and Contract Administration services associated with the renovation of 73 Brock Street to relocate the Mill Market.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed to Mr. Tom Vair, Deputy CAO, CDES, Telephone 705-759-5264, email t.vair@cityssm.on.ca.

If you are in a position to bid on this work, the completed Form of Proposal and any required attachments and schedules must be submitted prior to the closing date and time. You are encouraged to make a full copy of the document for your file.

We look forward to receiving your response.

Yours sincerely,

Karen Marlow
Manager of Purchasing

Request for Proposal
City of Sault Ste. Marie
Architectural and Engineering Services – Relocation of the Mill Market

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1 *Introduction*

The City of Sault Ste. Marie is requesting proposals to provide Architectural and Engineering Design, Tender and Contract Administration services associated with the renovation of 73 Brock Street to relocate the Mill Market.

The successful Proponent will undertake an inspection of the facility, both interior and exterior property and recommend appropriate renovation/build of the current facility, which includes costing estimates. Subject to approval by the City, the successful Proponent shall also tender the Restoration and Repair Project and provide the required Contract Administration.

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, March 25, 2022 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with this subject line:

**Proposal – Electronic Submission – Architectural and Engineering Services –
Relocation of the Mill Market, File #2022CDE-PE-03-P**

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less for mailing purposes. If submission is larger than 10MB, send in multiple emails marked as 1 of #; 2 of #; etc. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Proponents should recognize that delays may develop during delivery of electronic submissions of a proposal and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Request for Proposal

City of Sault Ste. Marie

Architectural and Engineering Services – Relocation of the Mill Market

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 and Engineering Services – Relocation of the Mill Market, File #2022CDE-PE-03-P”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to twenty (20) pages, single sided including appendices; a Letter of Introduction; **and required completed Form of Proposal (Section 3).**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as “**Original**” and three (3) sets marked as “**Copy**”.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Tom Vair, Deputy CAO, CDES, telephone 705-759-5264, email t.vair@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. Tom Vair, Deputy CAO, CDES, Telephone 705-759-5264, email t.vair@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Ms. Karen Marlow, Manager of Purchasing; telephone 705-759-5298; email k.marlow@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, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Consulting team's ability outlining corporate profile in municipal class environmental assessments related to building infrastructure;
- 2) Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;
- 3) Relevant past experience on similar projects, infrastructure and building renovation;
- 4) Detailed proposed work program, methodology and understanding;
- 5) A detailed schedule recognizing critical deliverables, progress meetings and timelines;
- 6) A fee schedule (showing HST as extra) indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate, including travel disbursements, which the consultant will include in its proposal for all work. No further payment will be made above this figure unless authorized, in advance, by the City;
- 7) Proponents are requested to include a Letter of Introduction with the Proposal.

The above list of criteria represents areas which are to be specifically addressed in the

Request for Proposal

City of Sault Ste. Marie

Architectural and Engineering Services – Relocation of the Mill Market

proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

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. Tom Vair, Deputy CAO, CDES; telephone 705-749-5264; email t.vair@cityssm.on.ca.

Important: Please refer to the City's Guidelines for Site Visits attached at the end of the RFP.

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. Furthermore, the City's Vaccination Policy also applies to contractors while they are working on City Workplaces, or directly with our employees. Details regarding compliance with this requirement may be obtained by contacting Shelley Olar, Risk Manager, telephone 705-759-5768 or by email to s.olar@cityssm.on.ca. Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the

Request for Proposal

City of Sault Ste. Marie

Architectural and Engineering Services – Relocation of the Mill Market

requirements of this Program will result in loss of the contract.

1.8 *Proposal Left Open*

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 *Schedule*

- (A) Release of RFP: February 25, 2022
- (B) Question Close: March 11, 2022
- (C) Submission of Proposal: Friday, March 25 2022 (4:00 p.m., Local Time)
- (D) Recommendation of Award: April 11, 2022
- (E) Signature of Agreement: April/May, 2022
- (F) Commencement of Services: April/May, 2022

The City reserves the right to alter the scheduling of items "D" to "F". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10 *Incurred Costs*

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 *Alterations to Documents*

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 *Confidentiality & Post-Award Comment*

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City

Request for Proposal

City of Sault Ste. Marie

Architectural and Engineering Services – Relocation of the Mill Market

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 and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City 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 - most current version), with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

SECTION 2

2. TERMS OF REFERENCE

2.1 *Introduction*

The City of Sault Ste Marie is seeking an engineering consultant or consulting team to provide architectural and engineering services required for the renovation of the 73 Brock Street facility to include renovation options, development of specifications, cost estimates, tendering of construction and project administration.

2.2 *Background*

The City of Sault Ste. Marie currently hosts the Mill Market in a former fish hatchery building located on the Gateway site at 35 Canal Drive. In March, 2020 City Council approved the acquisition of a building at 73 Brock Street to re-locate and host the Mill Market. The 73 Brock Street location is adjacent to a new downtown civic plaza being actively developed by the City (the construction tender recently issued).

City staff engaged with an architectural firm to develop concept drawings for the 73 Brock Street location (Appendix B - Attachment). An initial, high-level cost estimate of the renovation costs based on the conceptual plan was \$2.9M. Staff have undertaken additional review of the cost estimate and discussed options for the building and believes the budget can be reduced to approximately \$2M.

2.3 *Project Scope*

It should be noted that the tendering and project management phases of this Project are conditional upon available budget.

The required scope of services for the project will generally include:

- Collect site information; include review of available documentation and necessary site visits. Existing documentation for background information includes a number of documents for review:
 - The conceptual drawings, high level cost estimate
 - Previous consultation materials with the Mill Market to determine needs/wishes for new facility
 - Designated Substance and Hazardous Material Survey
 - Phase II Environmental Site Assessment
 - Structural and Envelope Condition Review
 - Structural Assessment Report
 - Building Assessment Report

Request for Proposal

City of Sault Ste. Marie

Architectural and Engineering Services – Relocation of the Mill Market

- Mechanical and Electrical Building Condition Assessment
- Class D Cost Estimate
- Meet with City Staff and collect site information; review of available documentation and all necessary site visits to determine and confirm requirement for Mill Market to be built into current site. This will include both interior and exterior requirements;
- Prepare a construction budget;
- Prepare, distribute and administer drawing and specification packages for the renovation of 73 Brock Street which will be distributed and tendered; Tender documents must be submitted for review by City Staff;
- 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 the tender opening (may be virtual at this point) and collect copies of tenders submitted for review;
- 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 renovation/build;
- 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 employee 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 repair, rehabilitation, or replacement to ensure it is proceeding in compliance with the drawings and specifications;
- Provide the City with General Review Reports during the replacement process;
- Other tasks as determined by the proponent as required to undertake the Project.

2.4 *Project Timeframe*

- Deliver the results of the inspection, options for renovation and potential expansion of the interior and exterior to accommodate a fully functioning Mill Market cost estimate information, and draft tender prior to for review. Estimate 3 months – mid July;
- Issue tender Mid July;
- Construction estimate six months, complete by end January 2023

2.5 Fee Schedule

Proponents shall provide a fee schedule for the Project broken down into steps reflecting the required scope of services listed in paragraph **2.3** above. Time allotments and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion. Agents will not be reimbursed for travel expenses.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed. Deferral of activities, delays in completion, or cancellation of tendering and/or the award and actual construction may occur.

SECTION 3

3. FORM OF PROPOSAL

Architectural and Engineering Services – Relocation of the Mill Market

Ms. Karen Marlow
Manager of Purchasing
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie, and I/We understand that any Proposal submitted without the required attachments and documentation may not be considered.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of **Addenda #. ____ to #. ____** issued for this Proposal.

This “**Form of Proposal**” must be completed, legibly signed and returned as part of the Proposal submission to qualify.

NAME OF FIRM

SEAL

ADDRESS

CITY

POSTAL CODE

SIGNING OFFICER SIGNATURE
(must be present)

WITNESS' SIGNATURE (must be present if
Corporate Seal is not affixed to Form of Proposal)

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

PRINCIPAL CONTACT EMAIL

DATE

SECTION 4

4. APPENDIXES

A - 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

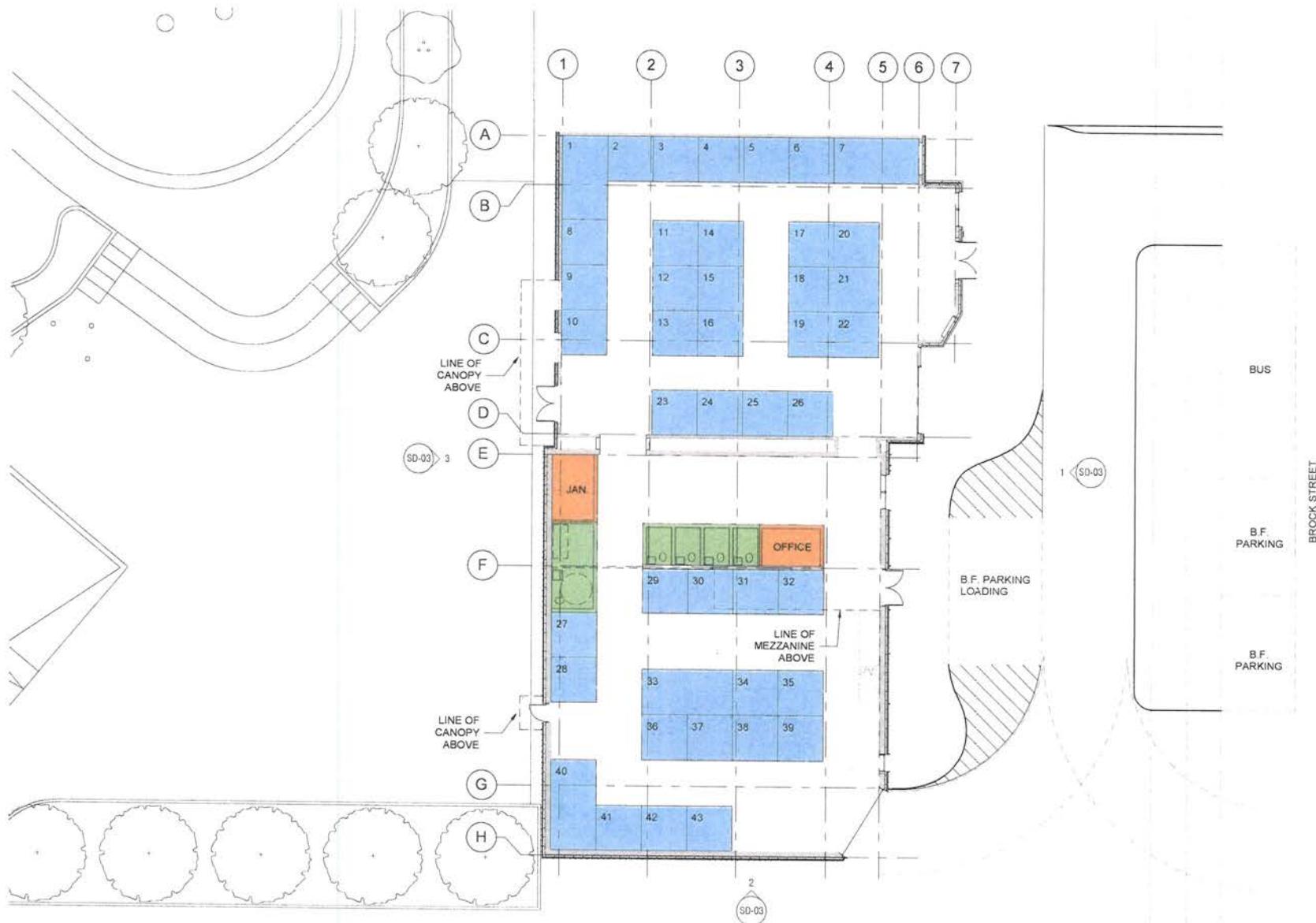
B – Mill Market Conceptual Design Document

City staff engaged with an architectural firm to develop concept drawings for the 73 Brock Street location. These document(s) form a part of this Request for Proposal as information and are provided as separate attachment.

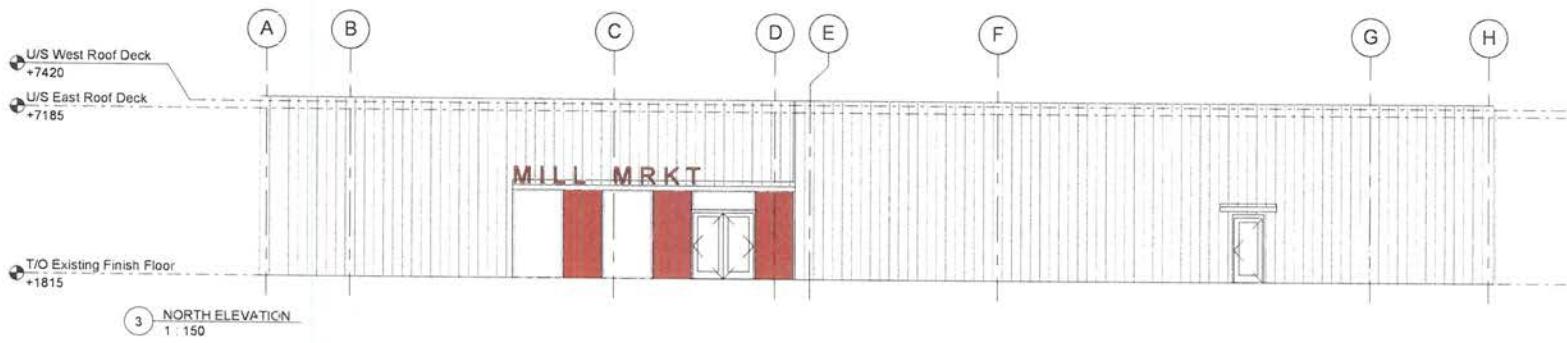
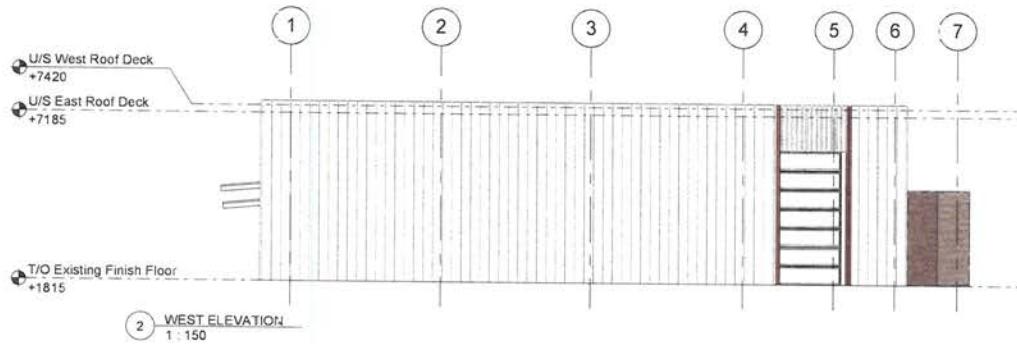
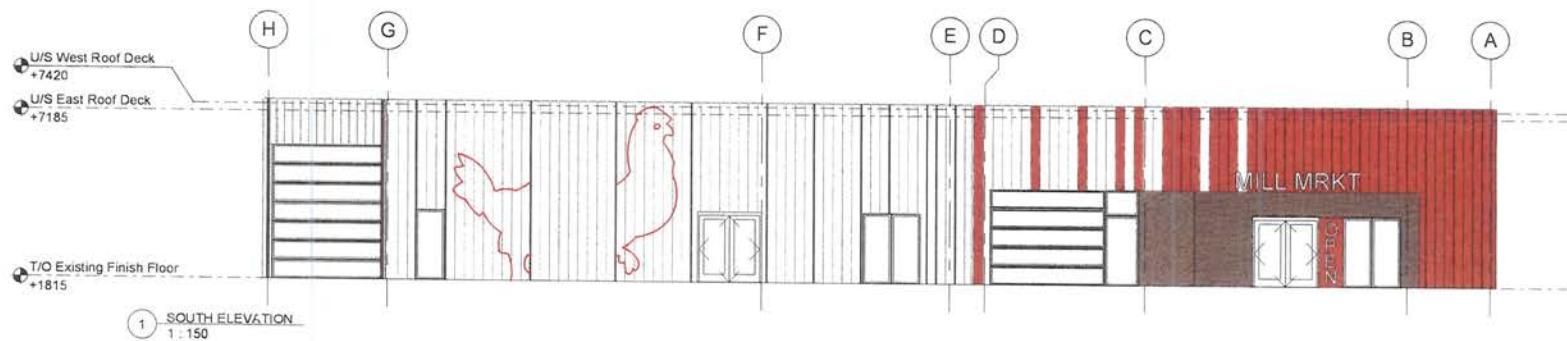
SAULT STE. MARIE
DOWNTOWN PLAZA MARKET BUILDING
CONCEPTUAL DESIGN

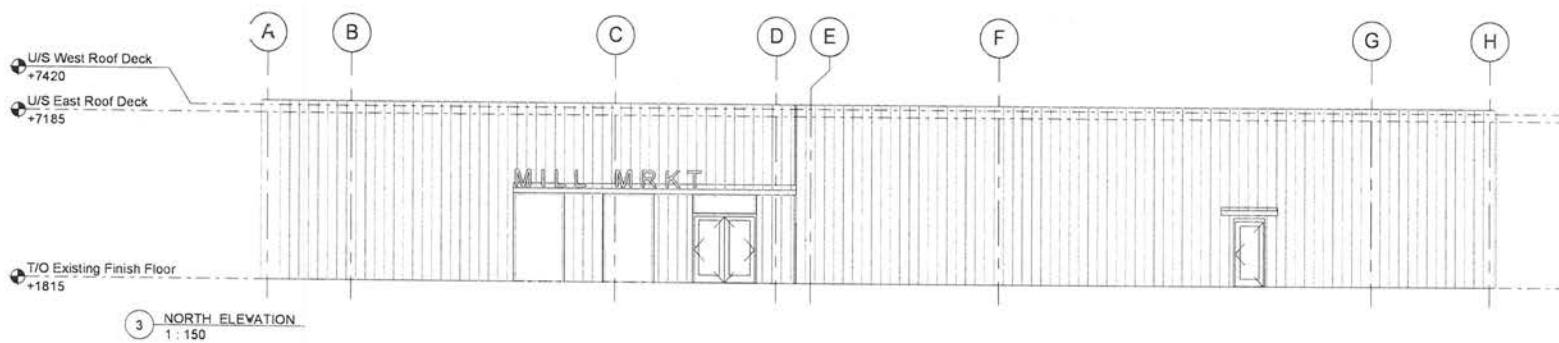
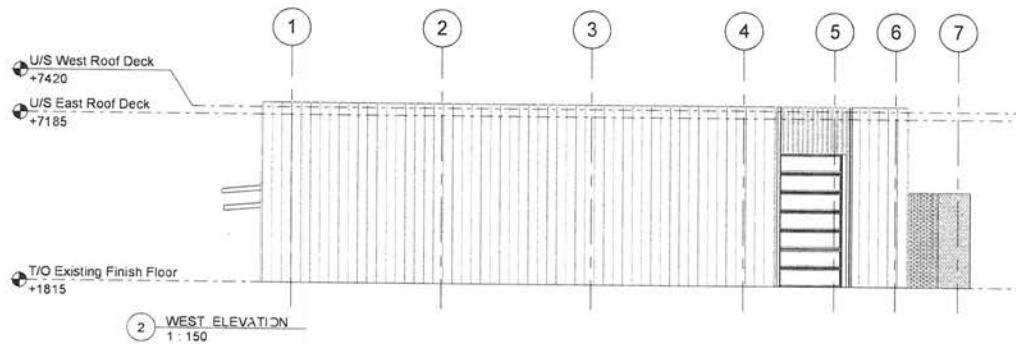
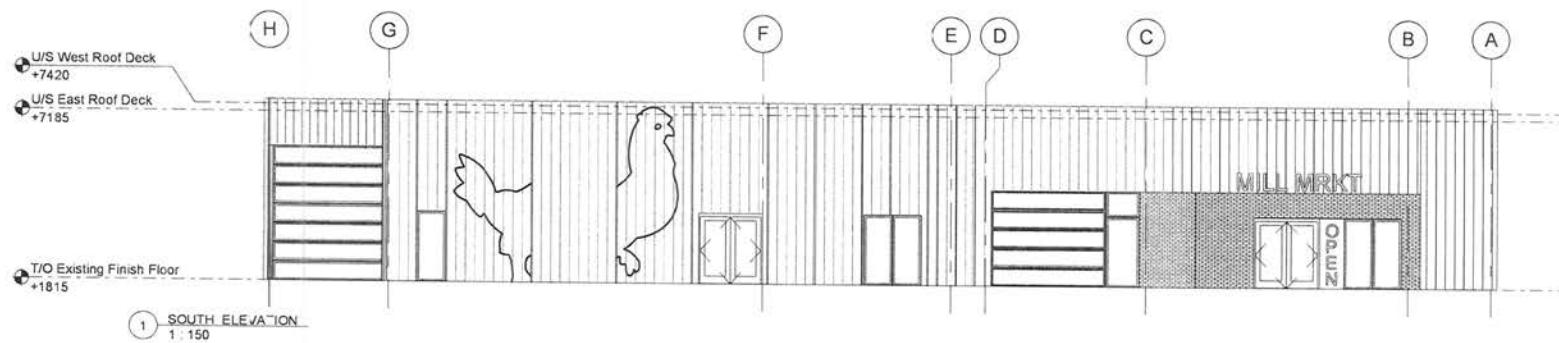
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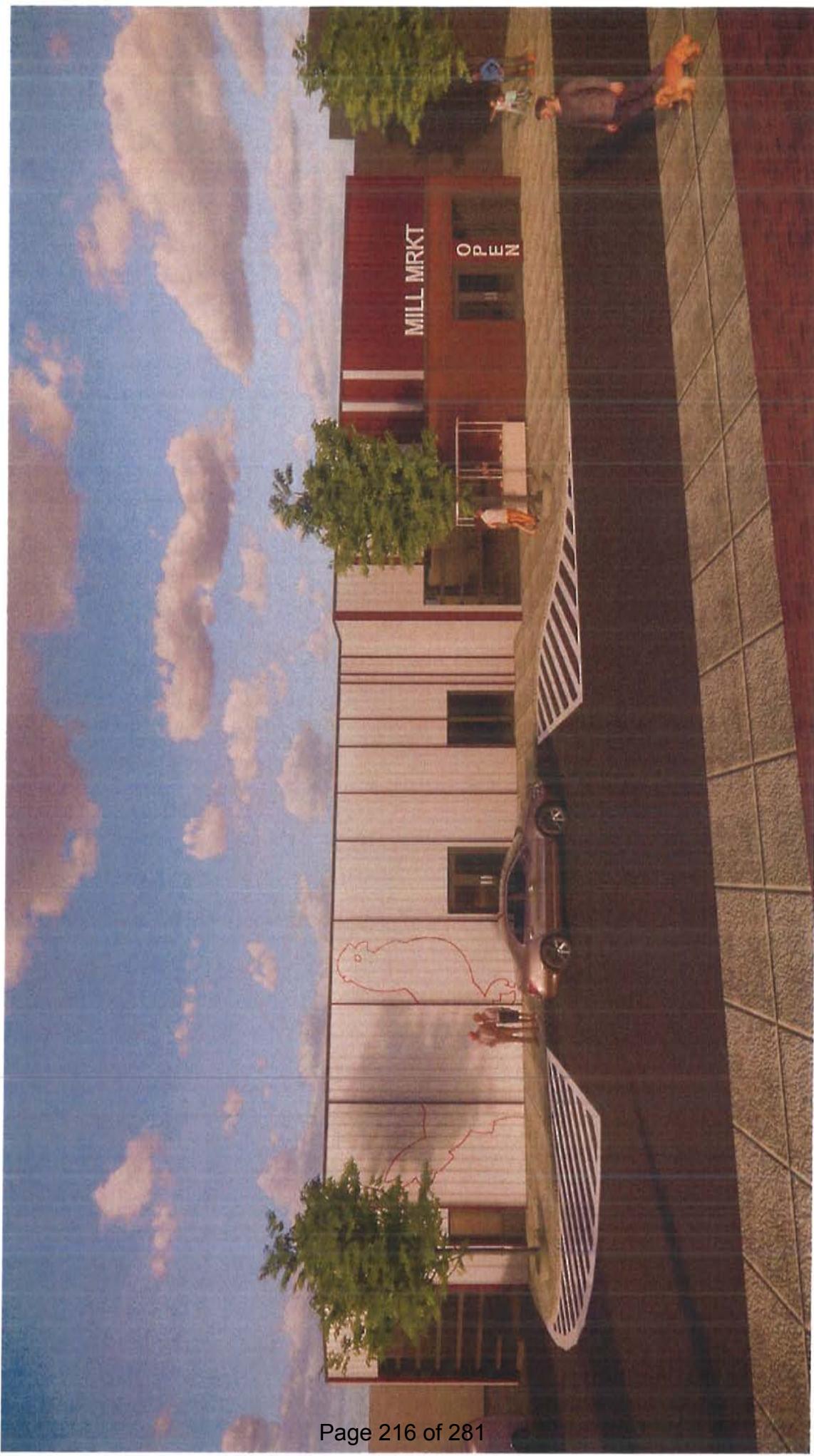
Serino Architects







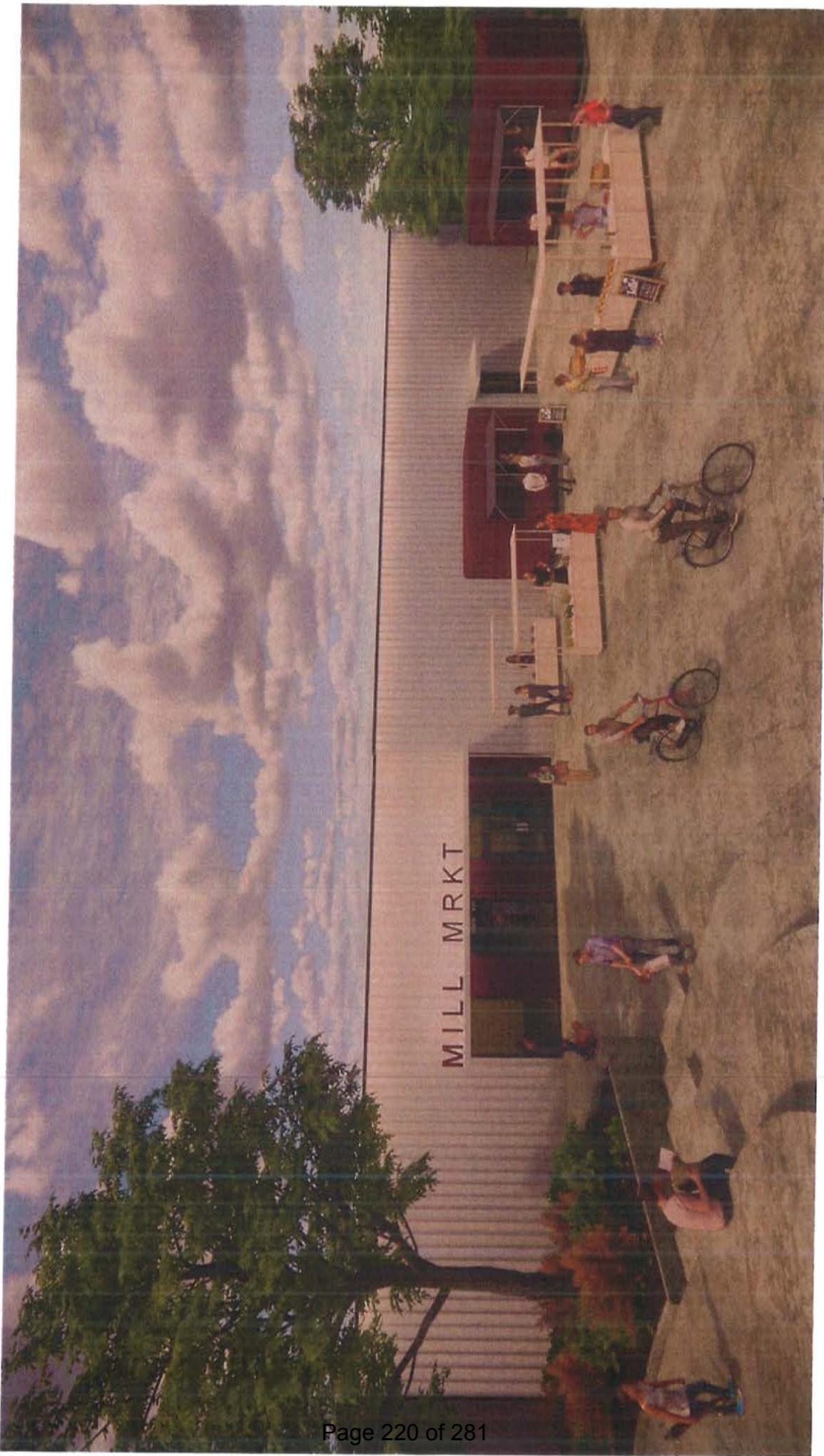


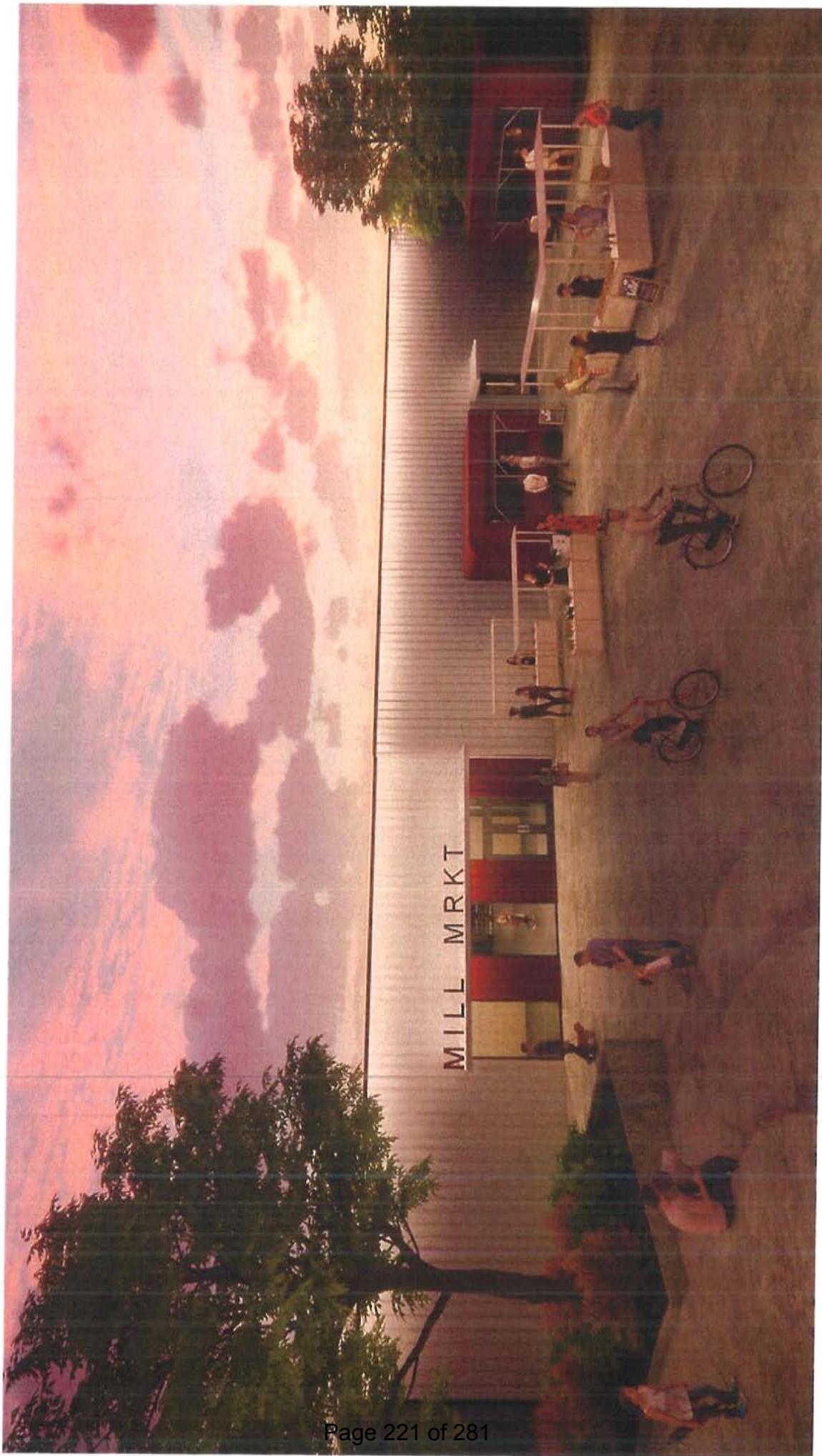












*Karen Marlow
Manager of Purchasing*



*Finance Department
Purchasing Division*

ADDENDUM NO. 2

March 18, 2022

REQUEST FOR PROPOSAL 2022CDE-PE-03-P Architectural and Engineering Services – Relocation of the Mill Market

I - Note the following response to question(s) **clarifications** as they relate to the above mentioned Proposal:

Clarification #1: Is the City of Sault Ste. Marie taking responsibility for undertaking all work as may be recommended in select reports (specifically the DSS and Phase II ESA)?

- a. These items are critical as they will severely impact the proposed design and construction schedule.
- b. We understand the condition assessment report are provided to guide consultants in preparing fees for their design work.

Answer: The scope of work includes responsibility for ensuring that the recommendations of the Designated Substances Survey and Phase 2 Environmental Site Assessment are complied with.

Clarification #2: Under Part 2.3 of the proposal, you show a number of documents that are relevant to this project. Could you please provide us with a copy of these documents so that we could review.

Answer: The following documents are available and included with this Addendum release as Zip File.

- 20-1435 - Brook McIlroy Phase II ESA 73 Brock Street February 22, 2021
- 119777 SSM Market Building Class D Est Feb 2021 (R.1)
- 201177 BROCK DSS FINAL ISSUE
- 201466 73 Brock Structural Assessment DRAFT DEC 31 20 final20
- Building Condition Assessment Brock Street v4
- FW_119777 SSM - Market Building_electrical response
- SSM Plaza Market_Existing Building Assessment Report_2021-01-18
- Summary of Proposed Remedial Work to 73 Brock Street

END OF ADDENDUM #2

Proponents are requested to govern themselves accordingly.

Yours sincerely,



Karen Marlow
Manager of Purchasing

Confirmation of receipt of specified # addendums (as applicable)

MILL MARKET RELOCATION

CITY OF SAULT STE. MARIE
99 FOSTER DRIVE - LEVEL 2
SAULT STE. MARIE, ON P6A 5X6

ARCHITECTURAL AND ENGINEERING SERVICES

MGP ARCHITECTS + ENGINEER INC.
123 EAST STREET
SAULT STE. MARIE, ON P6A 3C7



LETTER OF INTRODUCTION

March 25, 2022

City of Sault Ste. Marie
99 Foster Drive - Level 2
Sault Ste. Marie, ON
P6A 5X6

RE: ARCHITECTURAL AND ENGINEERING SERVICES - RELOCATION OF THE MILL MARKET

MGP Architects + Engineer Inc. is pleased to respond to your Request for Proposal for *Architectural and Engineering Services for the Relocation of the Mill Market*. For your consideration, we are providing you with a summation of our knowledge, talent, and expertise to ensure that this will be a successful endeavor.

MGP is a top tier, Northern Ontario architecture firm that specializes in design, renovation and rehabilitation, mechanical and electrical engineering, master planning studies, and condition assessments. Our extensive knowledge base is evident across a diverse group of projects throughout Northern Ontario. At an architectural level, our work is notable for solving complex programmatic challenges in a creative and innovative manner. This is due to our integrated design approach that facilitates collaboration in house with our interior design, mechanical, and electrical engineering team.

We have a long history in Sault Ste. Marie and have previously been involved in the conversion of the old "fish hatchery building"

into what currently houses the existing Mill Market. Additionally, we are currently part of the Project Team developing the Sault Ste. Marie Downtown Civic Plaza. Our familiarity with the greater development of this site, makes us confident in our ability to improve and enhance the quality of the early concepts provided.

Furthermore, Cenlo Engineering Inc. will be joining our team as structural and civil engineering consultants. Founded in 1995, Cenlo is a local, independently owned, and operated firm in affiliation with Soo Mill Buildall. They provide commercial/residential site developments, linear infrastructure, steel, timber, and concrete designs, coastal/marine engineering, dam structure rehabilitation. Their key staff are natives to Sault Ste. Marie and have an appreciation for the challenges faced in a Northern Climate.

In conclusion, we acknowledge that we have received, examined, and considered your Request for Proposal (March 2022), and trust that we have responded to the outlined criteria.

Sincerely,



Henry Pietrzakowski
B.E.S., M. Arch, OAA
Principal | Mgp Architects + Engineer Inc.



Elio Principe
P.Eng., ASHRAE, O.P.I.A.
Principal | MGP Architects + Engineer Inc.

Request for Proposal
City of Sault Ste. Marie
Architectural and Engineering Services – Relocation of the Mill Market

SECTION 3

3. FORM OF PROPOSAL

Architectural and Engineering Services – Relocation of the Mill Market

Ms. Karen Marlow
Manager of Purchasing
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie, and I/We understand that any Proposal submitted without the required attachments and documentation may not be considered.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of **Addenda #. 1 to #. 2** issued for this Proposal.

This “**Form of Proposal**” must be completed, legibly signed and returned as part of the Proposal submission to qualify.

MGP Architects + Engineer Inc.

NAME OF FIRM

123 East Street

ADDRESS

Sault Ste. Marie

CITY


SIGNING OFFICER SIGNATURE
(must be present)

Henry Pietrzakowski

SIGNING OFFICER'S NAME (please print)

hpiet@mgp-arch-eng.ca

PRINCIPAL CONTACT EMAIL



P6A 3C7

POSTAL CODE

WITNESS' SIGNATURE (must be present if
Corporate Seal is not affixed to Form of Proposal)

705.942.9494

TELEPHONE NUMBER

March 25, 2022

DATE

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COMPANY PROFILE



architects +
engineer inc.

AREAS OF EXPERTISE:

ARCHITECTURE
INTERIOR DESIGN
MECHANICAL + ELECTRICAL ENGINEERING
MASTER PLANNING
FEASIBILITY STUDIES
CONDITION ASSESSMENT REPORTS

Incorporated in 2002, MGP Architects + Engineer Inc. is an architecture and engineering firm that boasts nearly 75 years of experience in professional practice. Originating in 1948 as GSB (Gugula | Smedley | Barban Architects and Engineer Inc.), MGP has thrived as one of the most experienced, multi-faceted design firms in Northern Ontario. With the recent addition of an Interior Designer and an experienced, young, Mechanical Engineer that specializes in energy optimization, we have been able to further expand the services that we are able to offer. Consequently, MGP Architects + Engineer Inc. has been involved in a variety of diverse projects across a broad client base from private sector developers to health care, institutional, commercial, residential, and government projects in Ontario, Manitoba, Saskatchewan, and Michigan.

As a multi-disciplinary practice offering architectural, interior design, and mechanical and electrical engineering services, we provide our clients with a holistic approach to design. The foundation of this approach is based on an initial, thorough, analysis of site, scope, and systems to ensure that all relevant data is acquired. The design process is then dynamic and adaptive, as it involves all project disciplines working simultaneously to increase efficiency and cohesion across the project design. Lastly, our approach facilitates

open communication with our clients. This not only ensures that they are involved at each phase of the project – especially during construction procurement – but also allows us to respond thoughtfully to client goals and challenges that may be present. Whether it be new construction, restoration, or renovation, MGP has extensive experience executing these design strategies to procure successful construction projects.

Our long-standing history as a firm has proven that we have a sufficient infrastructure in place to remain current with modern construction technologies, communication methods, and project development techniques, which is evident across many of our recent projects.

As detailed in our proposal, we have extensive experience across a diverse range of project types, specifically in multi-purpose public facilities. A prime example of this type of work is evident in our involvement with the Paper Mill District, which has, and continues, to evolve into a "Premiere Northern Destination" for the local community and visitors. Similarly, our goal for this project is to create a "sense of place" and belonging for the new Mill Market location. To do so, we believe that this should be approached with a seven generations mentality, thinking of the past, present and future of this building and site.

ARCHITECTURAL TEAM



HENRY PIETRZAKOWSKI
B.E.S. M. ARCH. OAA

Commitment to Project: Project Architect
MGP Architects + Engineer Inc.

Billable Rate: \$160/hr



MIKAYLA FERLAINO
B.A.S., M. ARCH

Commitment to Project: Design Architect
MGP Architects + Engineer Inc.

Billable Rate: \$100/hr



TAIMI JOHNSON
B.I.D.

Commitment to Project: Interior Design
MGP Architects + Engineer Inc.

Billable Rate: \$85/hr



MARK MAKI
DIP. ARCH. TECH.

Commitment to Project: Architectural Design
+ Contract Administration
MGP Architects + Engineer Inc.

Billable Rate: \$110/hr

ENGINEERING TEAM



ELIO PRINCIPE
P.ENG, P.E.O., ASHRAE, O.P.I.A., APEGM

Commitment to Project: Project Engineer
MGP Architects + Engineer Inc.

Billable Rate: \$160/hr



ROCKY KRANCEVICH
BASC., EIT

Commitment to Project: Design Engineer |
Electrical
MGP Architects + Engineer Inc.

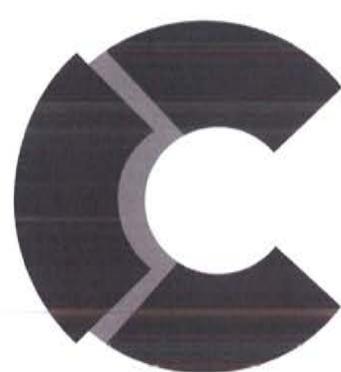
Billable Rate: \$90/hr



ABEL JOHN
B.E. MECHANICAL, EIT

Commitment to Project: Design Engineer |
Mechanical
MGP Architects + Engineer Inc.

Billable Rate: \$85/hr



ANDREW MALLETTÉ
P. ENG

Commitment to Project: Civil + Structural
Consultant
Cenlo Engineering

Billable Rate: \$150/hr

APPROACH + METHODOLOGY

"As architects, we believe that good design is able to manipulate form, material, light, and colour to positively impact how people interact within a space" - MGP Architects + Engineer Inc.

At MGP we believe that good design is achieved with a thorough integrated design process. This process allows for cohesion across all stages of a design project and thus allows for us to produce more responsive buildings; both to client needs and the surrounding landscape. Whether it be new construction, restoration, or renovation, MGP has extensive experience across a variety of projects throughout Northern Ontario, which has allowed us to develop our dynamic design approach. The methodology behind this approach is based on four main pillars, which outline that spaces should be; welcoming and accessible, flexible and adaptable, environmentally and fiscally responsible, and lastly distinctive and local.

WELCOMING + ACCESSIBLE

When entering any new architectural intervention the space should be an experience that feels welcoming while remaining accessible for all of its intended users. As one enters a space, we believe interventions such as way-finding, safety, and aesthetics are important to providing the users with a sense of place attachment. Incorporating biophilic design through organic elements such as sun, light and natural materials evokes a sense of comfort among users.

FLEXIBLE + ADAPTABLE

A well-designed space, whether new or existing, must be capable of adapting to various programmatic changes as they arise. This challenge extends to all aspects of the

building, from the programmatic layout, to mechanical, electrical and technological infrastructure. The specific needs of a diverse population must also be addressed. This is especially important given the current global pandemic. Hygiene and physical health must be at the forefront of design today in order to create a truly sustainable future.

ENVIRONMENTALLY + FISCALLY RESPONSIBLE

These two concepts should not compete with each other, but rather work cohesively to produce a sustainable design. Fundamentally a building that is efficient in design, use of space, and consumption of energy will be more cost effective both environmentally and financially. It is this approach that MGP has successfully implemented throughout on many of our green projects including our Gold LEED registered project (PUC) and silver LEED parallel project (ISC).

DISTINCTIVE + LOCAL

Lastly, being a firm located in Northern Ontario, we believe that there is a need for our designs to speak to a sense of community and locality. The distinct vernacular that is our Northern landscape demands that our designs be able to adapt to a constantly changing climate, while remaining functional and comfortable year-round. Through the manipulation of light, form, colour and the use of natural materials, we are able to produce efficient spaces that maintain positive mental and physical health for its users.

MILL DISTRICT TRAIN STATION

CLIENT: TONY PORCO

LOCATION: SAULT STE. MARIE, ON



DESCRIPTION

The new Paper Mill District Train Station acts as a catalyst in transforming the old St. Mary's Paper Mill site of Sault Ste. Marie into a Northern destination for all visitors.

Completed in 2020, the Mill District Train Station is the new home to the Agawa Canyon Tour Train, Outfitter/Rock climbing wall, and Micro-Brewery/Restaurant. Being the only new building to the St. Mary's Paper site, the station was designed to compliment the existing design fabric of the historic, sandstone monuments once built by Francis H. Clergue. As the site begins to take on a new

identity as the Paper Mill District, the train station will be a new destination for locals and visitors to share in the history of the city. Lastly, the Mill District Station will be symbolic of the potential for future development and downtown revitalization.

A later addition of an outdoor hockey rink, change-rooms/clubhouse and viewing area was completed in 2021, furthering the development of this Northern destination.

YEAR OF
COMPLETION
2020

SIZE
13,010 SQ.FT.

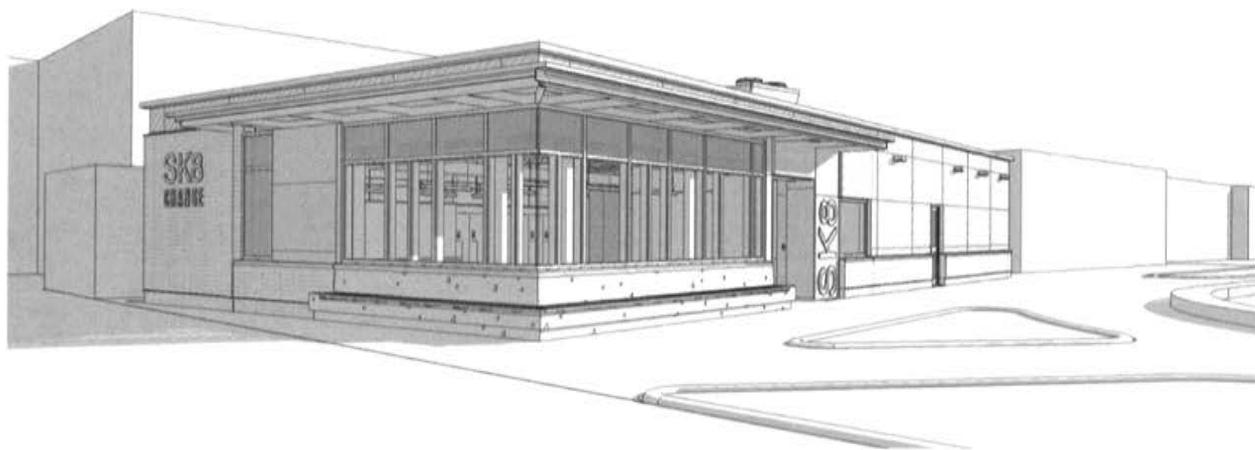
BUDGET
\$5,000,000

REFERENCE
Tony Porco
SIS Group

SSM DOWNTOWN CIVIC PLAZA

CLIENT: CITY OF SAULT STE. MARIE

LOCATION: SAULT STE. MARIE, ON



DESCRIPTION

The City of Sault Ste. Marie is developing a plan for a new Civic Plaza in the downtown core. The plaza will be a four-season destination full of exciting activities for all ages and ability levels. The detailed design and implementation of this public space in downtown Sault Ste. Marie presents a unique opportunity to create a vital community hub. The intention for this place is to be nothing less than an extraordinary, a four-season public plaza that represents a place of celebration and gathering. The plaza is to be full of activities that draw users throughout the year and across all ages and ability levels. The Plaza design process will build on

growing awareness in the community of the importance of activity-based destinations in the downtown. The new Downtown Civic Plaza will be a critical piece in helping to realize this strategy. The Plaza will contain a series of elements, including: a skating rink and water feature, flexible event gathering area, stage with outdoor screen, outdoor Farmer's Market area, play zone, lighting displays, shade structures, public washrooms and change area, seating trees and planting beds.

YEAR OF
COMPLETION
2023 (opening)

SIZE
3000 SQ.FT.

BUDGET
\$6,500,000

REFERENCE
City of Sault Ste.
Marie

PINO'S TRUNK ROAD COMPLEX

CLIENT: BEN PINO

LOCATION: SAULT STE. MARIE, ON



DESCRIPTION

The existing original grocery store adjacent to the "Pino's Get Fresh" grocery store sat vacant for many years. MGP was retained to completely re-furbish the existing structure. This included not only the exterior: new masonry veneer, glazing, roofing and provision of additional insulation, but the interior.

The interior space is characterized by a large open atrium space that serves as the main entry for 2 separate tenancies.

An IDA Pharmacy (730 m²) is scheduled to open within the next month, and the

Owner is in discussion with potential tenants for the currently vacant space.

MGP has also been involved in the development 60,000 sq. ft. of new grocery store with attached 18,000 sq. ft. of retail space for the Phase 2 development of the site on Great Northern Road for the same Owner. It is anticipated that site servicing and initial site development will occur later this year.

YEAR OF
COMPLETION

2022

SIZE

1,461 m²

BUDGET

\$2,500,000

COST

\$2,800,000

REFERENCE

Ben Pino
Owner

ONTARIO FINNISH RESTHOME

CLIENT: OFRA ASSOCIATION

LOCATION: SAULT STE. MARIE, ON



DESCRIPTION

Confronted with a challenging site and existing facilities that need remain operational, with minimal disruption, the design of this long-term care facility incorporates state-of-the-art design features including enhanced Mechanical (HVAC) systems that will mitigate the impact and spread of potential future pandemic occurrences.

Mauno Kaihla Koti (MKK) will be home to individuals with dementia, Alzheimer and other cognitive limitations. With this in mind, the goal of this new 128 bed nursing home is to create an environment that not only feels

like home, but allows residents to thrive and live well. This can only be achieved through conscientious design that puts the needs of the residents at the forefront. The three key design elements that we focused on to achieve this are accessibility, scenery and light. The public program includes a number of community-orientated elements such as an open hall for community gatherings, a functional chapel for weekly services, a gym (for staff) and accessible saunas. Emphasis has been placed on creating a "home" environment.

YEAR OF
COMPLETION
On-going

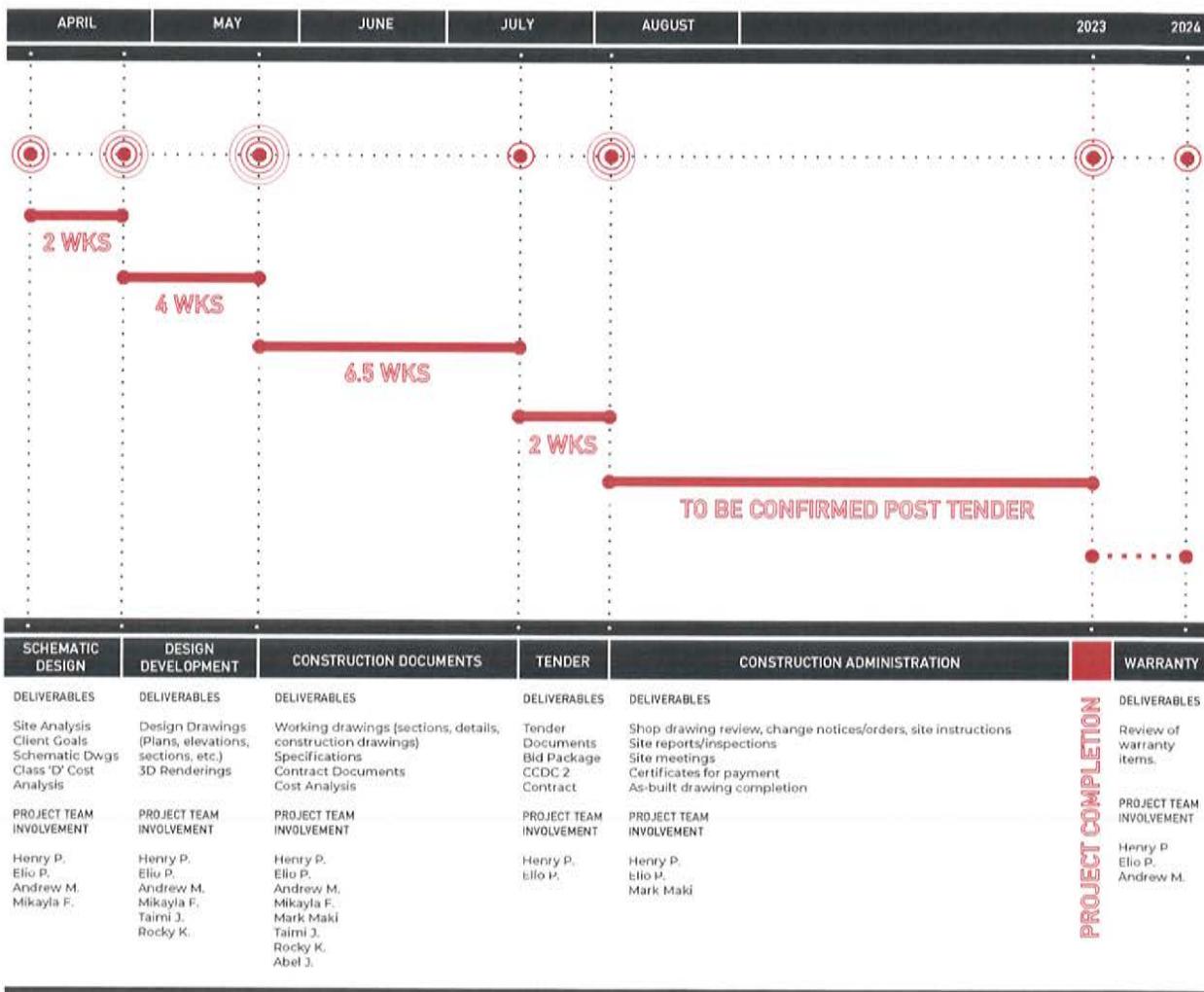
SIZE
10,528 m²

BUDGET
\$50,000,000

REFERENCE
Paul Belair
OFRA CEO

PROJECT SCHEDULE

The Project Schedule outlines critical deliverables, estimated timeline and staff involved at each project phase to deliver a successful project. Note that meetings with City Staff will be conducted as required and requested throughout all phases



DENOTES LEVEL OF INVOLVEMENT OF PROJECT PERSONNEL / WORKLOAD

As per Item 2.3 - Project Scope (Request for Proposal, City of Sault Ste. Marie: Architectural and Engineering Services – Relocation of the Mill Market), we are summarizing the services that we are providing at each project phase relative to the **Project Schedule**. Meetings with City Staff will be conducted as required and requested throughout all phases. Note the following requirements are as per the Ontario Association of Architect's (OAA) Act.

SCHEMATIC DESIGN

- Collection of site information, inclusive of available documentation review and site visit(s).
- Confirmation of Client program and anticipated budget.
- Initial functional program
- Preliminary schematic plan with Class 'D' Cost Estimate.

DESIGN DEVELOPMENT

- Upon approval of phase (1), proceed with detailed design development.
- Deliverables to consist of site, floor, roof plans, building sections and elevations. Coordinate requirements of Authorities Having Jurisdiction.
- Review and update Class 'D' Cost Estimate.

CONSTRUCTION DOCUMENTS

- Upon approval of phase (2), proceed with ALL detailed requirements pursuant to completion of Contract Documents (working drawings and specifications) for Public Tender.
- Review Class 'D' Cost Estimate and provide final Class 'C' estimate. Update requirements of Authorities Having Jurisdiction
- Submit completed deliverables to City Staff for review.

TENDER

- Upon approval of phase (3), initiate Public Tender, consisting of: advertisement,

contact with prospective bidders, fielding RFI's, issuance of addenda, attend tender close, review submitted tenders pertaining to compliance, and prepare tender summary complete with formal recommendation.

CONSTRUCTION ADMINISTRATION

- Upon approval of phase (4), prepare and distribute three (3) copies of the CCDC-2 2008 Lump Sum Form of Contract, procure required documentation from successful proponent (insurances, clearances, schedules, etc.)
- Provide SSM Building Department and all Authorities Having Jurisdiction, with all required and approved documentation pursuant to issuance of Building Permit.
- Provision Contract Administration and Payment Certification – ensuring that the contractor's performance is in general conformance with industry standards and contract documents, and upon Contractor application for substantial completion, undertake deficiency review.
- Upon rectification and completion, certification will be provided to the City that the contractor's work was completed in general conformance with industry standards and contract documents and compliance with the Ontario Building Code.

1 YEAR WARRANTY REVIEW

- Undertake review of the project site, issue report of failed construction governed by specified warranties.

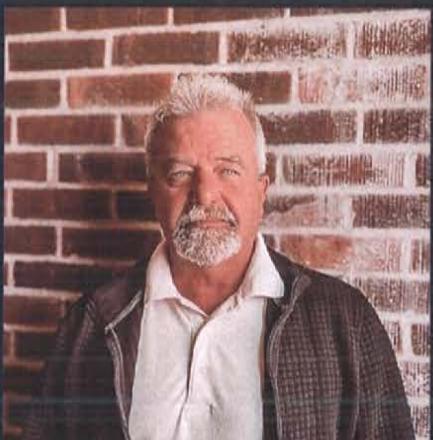
FEE SCHEDULE

10%	SCHEMATIC DESIGN	\$15,950.00
Site analysis, space planning, realizing client goals and design approach.		
20%	DESIGN DEVELOPMENT	\$31,900.00
Preparation of plans, elevations, sections and 3D renderings to realize design intent. (Disbursement cost for 3D renderings – \$2,100 each)		
50%	CONSTRUCTION DOCS	\$79,750.00
Production of working drawings, specification and tender documents.		
5%	TENDER	\$7,975.00
Conduct tender and provide recommendations to owner. (Disbursement cost for printing = \$1,600)		
14%	CONSTRUCTION ADMIN.	\$22,330.00
Contract administration services and general review.		
1%	WARRANTY REVIEW	\$1,595.00
Conduct final as-built 1 Year Warranty Review		

In response to the *Mill Market Relocation RFP*, we are providing the following fee for your review and consideration. The proposed fee has been based on the project scope outlined in your RFP: *Item 2.3 Project Scope*. For your review, the individual requirements have been structured within the five distinct project phases listed. This fee proposal has also been developed with the following parameters in mind:

- Collaborating with the client to examine the Mill Market spatial and programmatic needs.
- Assessing the condition of the existing site and building at 73 Brock Street.
- Proposing a design for the Mill Market that will compliment the future Civic Plaza, as well as accommodate current and future needs.
- Proposing a plan and timeline for completion of the project.
- Time required to prepare accurate and detailed working drawings, specifications and construction administration.
- Collaboration and integration with consultants

Recognizing these parameters, in addition to the OAA Standard form of Agreement, and the included quote from our consultants (Cenlo Engineering), our proposed fee for the *Mill Market Relocation RFP* is **\$159,500.00** (excluding H.S.T.). This fee includes all the required services to thoroughly develop the project, in addition to the quote provided. We look forward to having the opportunity to review this fee with you and further discuss the associated costs.



EDUCATION

Master of Architecture
University of Manitoba (1988)

Bachelor of Environmental Studies
University of Manitoba (1985)

PROFESSIONAL AFFILIATIONS

Ontario Association of Architects
(OAA) | Member

CERTIFICATIONS

NCARB Certified
RAIC Medal of Distinction



Henry Pietrzakowski

B.E.S., M.ARCH, OAA
Director of Architecture | MGP Architects + Engineer Inc.

PROFILE

Henry Pietrzakowski is the Director of Architecture at MGP. His architectural experience spans over 40 years on a wide range of commercial, institutional and residential projects. He brings an innovative and technical lens to his work, and is able to push the boundaries of design to address challenges in architectural projects.

Henry assumes responsibility of architectural design, and provides the leadership required for his highly skilled team to see a project through to completion. In addition to providing design leadership on specific projects, Henry is also involved in working drawing, specification development, and construction administration.

EXPERIENCE

Mill District Train Station | Sault Ste. Marie
Ontario Finnish Restome 128 Bed LTC | Sault Ste. Marie
Sault College Mechatronics Renovation | Sault Ste. Marie
Public Utilities Commission Integrated Facility | Sault Ste. Marie
Sault College Mechatronics Engineering Department | Sault Ste. Marie
Superior Heights High School ADSB | Sault Ste. Marie
Holy Cross Catholic Elementary School HSCDSB | Sault Ste. Marie
St. Basil Catholic Elementary School HSCDSB | Sault Ste. Marie
Espanola Regional Hospital Emergency Department
Rosedale Apartments | Sault Ste. Marie
F.J. Davey Home Long Term Care Facility | Sault Ste. Marie
Manitoulin Health Centre Doctor's Suite
Manitoulin Health Centre Exterior Improvements
Superior Health Centre Pharmacy | Sault Ste. Marie
Superior Health Centre Medical Clinic | Sault Ste. Marie
Superior Health Centre Algoma Midwives | Sault Ste. Marie
Thessalon Hospital Relocation to Algoma Manor
Long Term Care Addition St. Joseph Hospital
Algoma Health Unit | Sault Ste. Marie
Algoma Family Services | Sault Ste. Marie



Elio Principe

P.Eng., P.E.O., ASHRAE, O.P.I.A., APEGM
Director of Engineering | MGP Architects + Engineer Inc.

PROFILE

Elio Principe, P.Eng. has thirty-one years of progressive and responsible engineering experience, on a wide range of mechanical and electrical engineering projects which include recreational, commercial, institutional and residential.

In November of 2002, Elio joined MGP's team of professionals as a Director of Engineering, company responsible for the administration of the Mechanical and Electrical Divisions. Elio assumes responsibility of all mechanical and electrical design, for all types of buildings, from concept planning through to completion, with a highly skilled professional team working together, using practical experience.

EDUCATION

Mechanical Engineering B.Sc,
Lake Superior State University
(1997)

Mechanical Engineering Tech,
Laker Superior State University
(1991)

PROFESSIONAL AFFILIATIONS

Professional Engineers of Ontario
(PEO) | Member

Association of Professional
Engineers + Geo-scientists of

Manitoba (APEGM) | Member

American Association of Heating,
Refrigerating and Air-conditioning
Engineers (ASHRAE) | Associate
Member

EXPERIENCE

Public Utilities Commission Integrated Facility | Sault Ste. Marie
Ontario Finnish Restome 128 Bed LTC | Sault Ste. Marie
Department of Fisheries and Ocean Office Complex
SSM Civic Plaza Service Building | Sault Ste. Marie
Invasive Species Centre GLFC | Sault Ste. Marie
F.J. Davey Home Long Term Care Facility | Sault Ste. Marie
Sault College of Applied Arts and Technology Aviation | Sault
Ste. Marie
Sault College Mechatronics Engineering Department | Sault
Ste. Marie
Superior Heights High School ADSB | Sault Ste. Marie
Holy Cross Catholic Elementary School HSCDSB | Sault Ste.
Marie
St. Basil Catholic Elementary School HSCDSB | Sault Ste. Marie
Espanola Regional Hospital Emergency Department
Machine Shop Complex | Sault Ste. Marie
Rosedale Apartments | Sault Ste. Marie
Our Lady of Lourdes School Daycare | Sault Ste. Marie
Indian Friendship Centre Daycare | Sault Ste. Marie
Kiwedan Public School Full Day Kindergarten | Sault Ste. Marie
Esten Park Full Day Kindergarten | Elliot Lake
Etienne Brule School Daycare | Sault Ste. Marie





Andrew Mallette

P. ENG

Civil + Structural Consultant | Cenlo Engineering

EDUCATION

Bachelor of Engineering, Civil Engineering, Lakehead University (2013)

Engineering Technology Diploma, Civil Engineering, Lakehead University (2011)

Engineering Technician Diploma, Construction Engineering, Sault College of Applied Arts & Technology (2007)

PROFESSIONAL AFFILIATIONS

Licensed Professional Engineer, Professional Engineers Ontario | 2017

CERTIFICATIONS

Manlift (2021)
WHIMIS (2015)
First Aid & CPR | AED Level C
Cyber Security | Lockout| Tagout
Workplace Harassment Training
Working At Heights
Supervisor Health & Safety Awareness in 5 Steps | Ministry of Labour
Contractor Safety & Environmental Orientation | Great Lakes Power
Wildlife Awareness Training
Standardized Safety Training Orientation | Safe Communities Partnership

PROFILE

Mr. Mallette is the principal engineer at Cenlo and has extensive experience in the private consulting sector. He entered the workforce in the mid-2000s as a junior inspector/surveyor and structural designer for RA Engineers & Inspectors (formerly Rowswell & Associates Engineers) and has since become a locally respected licensed engineer and project manager. Mallette has also worked significant terms for Cook Engineering, Walker Engineering (WSP), and STEM Engineering (Tulloch) as a team leader where his contributions were invaluable. He has worked with First Nations across Ontario on many projects, including Batchewana FN, Wiikwemkoong FN, Dokis FN, Fort Albany FN, Whitesand FN, Constance Lake FN, Shoal Lake FN, and more.

Mallette hails from Wiikwemkoong First Nation and relocated to the Sault Ste. Marie area in the 90's. Being of First Nation heritage and spending significant time in first nation communities early in his career, both as project coordinators and as construction managers, he is known to have an unspoken respect and understanding regarding cultural empathy and social accord within first nation communities, always with the greater good in mind.

EXPERIENCE

Korah Subdivision, Sault Ste. Marie, ON (2022)
Crimson Ridge Phase 1B, Sault Ste. Marie, ON (2020)
Michipicoten Harbour Stormwater Management, Sault Ste. Marie, ON (2020)
Engineering Review of Spanish Marina, Town of Spanish, ON (2020)
Aqueduct Reconstruction, Sault Ste. Marie, ON (2017-Ongoing)
Reserve Fund Studies, Sault Ste. Marie, ON (2016-Ongoing)
Asset Management Plan – Phase 2, Terrace Bay, ON (2013)
Twin-Pad Arenas, Sault Ste. Marie, ON (2021)
Soo Mill Truss Plant Building Condition Assessment, Sault Ste. Marie, ON (2020)
PCX Utility Building Code Review, Sault Ste. Marie, ON (2016)
Ontario Government Building Front Entrance Upgrade, Sault Ste. Marie, ON, (2014)
Trent Severn Waterway North Dams, Kawartha Lakes, ON (2016)
Okikendawt Hydroelectric Project, Dokis, ON (2013)
Wainwright Solar, Dryden, ON (2013)



EDUCATION

Master of Architecture
Laurentian University (2019)

Bachelor of Architectural Studies
Laurentian University (2017)

PROFESSIONAL AFFILIATIONS

Ontario Association of Architects
(OAA) | Intern Architect

Graduated with honours



EDUCATION

Honours Bachelor of Interior
Design | Fanshawe College
(2020)

PROFESSIONAL AFFILIATIONS

ARIDO | Intern Interior Design

Mikayla Ferlaino

B.A.S., M.ARCH
Intern Architect | MGP Architects + Engineer Inc.

PROFILE

Having joined the firm in 2019, Mikayla brings a new set of ideas to the team. She is a Master of Architecture Graduate and currently registered as an Intern Architect with the OAA. Receiving her education in Northern Ontario has provided her with knowledge pertaining to vernacular architecture and technology. She is quickly gaining experience in construction administration.

RECENT PROJECTS

Mill District Train Station | Sault Ste. Marie
Ontario Finnish Restome 128 Bed LTC | Sault Ste. Marie
Sault College Mechatronics Renovation | Sault Ste. Marie
405 Queen Street Office Renovation | Sault Ste. Marie

Taimi Johnson

B.I.D.

Intern ARIDO | Interior Designer | MGP Architects + Engineer Inc.

PROFILE

Taimi brings a human-centric approach to each of her designs by focusing on how people interact with their environments. She works to create spaces that are not only aesthetically pleasing, but functional for each user by integrating evidence-based design into each of her projects.

RECENT PROJECTS

Ontario Finnish Restome 128 Bed LTC | Sault Ste. Marie
Sault College Mechatronics Renovation | Sault Ste. Marie
Ruscio Residential Developments | Sault Ste. Marie
Sault College Library Enhancements | Sault Ste. Marie



EDUCATION

Bachelor of Applied Science
in Mechanical Engineering |
University of Ottawa (2019)

PROFESSIONAL AFFILIATIONS

Professional Engineers Ontario
(PEO) | Member

Engineering Intern Program (EIT)



EDUCATION

Bachelor of Engineering -
Mechanical | Anna University,
Chennai (2013)

PROFESSIONAL AFFILIATIONS

Engineer in Training

Rocky Krancevich

BASc., EIT.
Engineer in Training | MGP Architects + Engineer Inc.

PROFILE

Since graduating from the University of Ottawa, for over the past 2 years Rocky has helped bring a new and innovative approach to mechanical building design. In addition to working on the design of specific projects, Rocky is also involved in specification development, working drawings, and contract administration.

RECENT PROJECTS

Ontario Finnish Resthome 128 Bed LTC | Sault Ste. Marie
SSM Civic Plaza Service Building | Sault Ste. Marie
Rink Project at the Machine Shop | Sault Ste. Marie
Sault College Mechatronics Renovation | Sault Ste. Marie

Abel John

B.E. Mechanical
Engineer in Training | MGP Architects + Engineer Inc.

PROFILE

Abel has been working with MGP for over a year. His previous experience working in energy optimization and storage research at Deutscher Verein des Gas- und Wasserfaches, Germany, allows him to achieve improved energy efficiency for our projects. Abel is involved in thermal analysis, energy modelling, specification development, working drawings and contact administration.

RECENT PROJECTS

Ontario Finnish Resthome 128 Bed LTC | Sault Ste. Marie
Sault College Mechatronics Renovation | Sault Ste. Marie
Energy Modelling + Thermal Simulation in:
CARA Trinity Tower Senior Apartment Complex | Sault Ste. Marie
Royal Canadian Legion Apartment Complex | Sault Ste. Marie

down·town

/doun'toun/ *adjective*

of, in, or characteristic of the central area or main business and commercial area of a town or city.

Downtown cores have consistently been integral to the life and prosperity of a city as they are the central hub for business, entertainment, and tourism. Since the onset of the COVID-19 Pandemic however, we have seen a massive shift in how society interacts, with new restrictions causing people to avoid crowds and work remotely. This shift in behaviour has rendered downtowns lifeless, and their essence incompatible with the imposed restrictions. Your request for proposal for the *Relocation of the Mill Market* presents itself as an opportunity to set in motion the revitalization of the downtown core for a post-pandemic life.

In realizing this opportunity, we are proposing a design process that is collaborative and community oriented. The space for the new Mill Market must be accessible, adaptable and possess a sense of belonging, all of which can only be achieved through input from the local community it will serve. Our team prides itself on its ability to listen, observe and synthesize ideas, all of which will be integral to creating a responsive design. Lastly, our integrated design process ensures that a high level of cohesion is achieved across all disciplines and at all project phases.

We are confident that through the submission of this proposal, our team has exhibited the knowledge, skills and experience required to warrant a successful project.

Thank you for your consideration,

The MGP Team

Background Image: Roberta Bondar Pavilion | MGP Architects + Engineer Inc.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-92

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Lock Tours Inc. for dock rental space at the Roberta Bondar Park.

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 15, 2022 between the City and Sault Lock Tours Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for dock rental space at the Roberta Bondar Park.

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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS LEASE made in duplicate the 15th day of June, 2022, in pursuance of the Short Forms of Leases Act.

BETWEEN:

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

hereinafter called the "Landlord" OF THE FIRST
PART

-AND-

Sault Lock Tours Inc.

hereinafter called the "Tenant" OF THE SECOND
PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained, the parties agree each with the other as follows:

1. (a) The Landlord hereby leases to the Tenant the dock space on the west side of the Roberta Bondar Park located at Civic No. 65 Foster Drive, Sault Ste. Marie Ontario, together with access thereto used in common with other lawful occupiers of the Landlord's property, subject to the condition outlined in Section 3 (c) herein. The dock space is, as shown on Schedule "A" attached, and hereinafter referred to as the premises.

(b) To hold the premises in common with other legal occupiers, for and during a term of three (3) years, commencing on the 15th day of June 2022 and terminating on the 15th day of June, 2025.

(c) Upon the expiration of the term of this lease, the lease shall automatically be renewed from year to year on the same terms and conditions unless either party gives the other party 30 days written notice prior to the end of the term of its intention to terminate the lease or to renegotiate a new lease. If written notice is given to terminate the lease then the lease shall terminate at the end of the term. If either party gives notice of its intention to renegotiate the terms of the lease then the parties shall enter into discussions towards a new lease. If those discussions are unsuccessful then the lease shall terminate at the end of the term.

(d) The parties hereto agree that a promotional sign may be placed on the premises subject to location and specifications approved by the Director, Community Services. The dockage and premises shall be used solely for the purpose of docking the Lock Tour boat.
2. (a) In the first year of the lease, the rent will be \$1.00 as the Tenant will be providing the labour and materials to add to the docking area.

(b) After the first year, the Tenant agrees to pay to the Landlord during the remainder of the term, the sum of FIVE THOUSAND (\$5,000.00) DOLLARS plus taxes annually.
3. The parties hereto understand and agree as follows:
 - (a) that the demised premises are leased in their present condition and the Landlord is under no obligation to make repairs, changes or additions to the demised premises or fixtures;
 - (b) that the Tenant will not restrict or obstruct the free movement of other lawful occupiers of the Landlord's property including the Landlord or the Landlord's servants;
 - (c) that the Tenant may at times be required to temporarily relocate to an alternate area of the dock, as designated by the Director Community Services, for purposes of docking other large vessels. As well, the Tenant may at times, pending inclement weather conditions utilize the South dock face temporarily if there is not interference with large vessel bookings. To access this area, the Tenant must notify the Supervisor of Community Services of the intended use;
 - (d) that the Landlord shall ensure that restrooms will be available during regular operating

hours of Roberta Bondar Park and will be maintained by park staff from 9 am to 9 pm during the regular season. In the off season,(i.e., the day after Labour Day until the end of the tour season) the restrooms will be maintained by the Tenant with supplies provided by the Landlord;

- (e) The Tenant agrees to pay the cost of electrical supply for the boat service outlets located on the south and west dock walls.
 - (f) The Tenant agrees to only utilize the walkway for staging of guests for the vessel during operating hours and for provisioning of the vessel
 - (g) Sewage shall be discharged into municipal sanitary system only via the discharge port available at the dock when not in use by cruise ships or other vessels docked at the Port of Sault Ste. Marie
4. The Tenant hereby covenants and agrees with the Landlord as follows:
- (a) to truly observe and fulfill the lawful provisions and requirements of all Statutes, Regulations, By-laws, Rules and Orders relating to the demised premises;
 - (b) not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Landlord;
 - (c) to permit authorized government and municipal inspectors to inspect equipment and operations of the Tenant on the demised premises;
 - (d) to indemnify, defend, and save harmless the Landlord, its elected officials, officers, 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, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, its directors, officers, employees, agents, contractors and subcontractors, or any of them in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Tenant in accordance with this agreement;
 - (e) the Tenant will show proof of Commercial General Liability Insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than Five Million (\$5,000,000.00) Dollars. The said insurance policy shall name the Landlord as additional insured and proof of said insurance shall be filed with the Risk Manager of the Landlord;
 - (f) The Tenant shall show proof of Marine Liability Insurance of at least Two Million (\$2,000,000) Dollars and include Hull and Machinery and Protections and Indemnity liability;
 - (g) The Tenant's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Landlord;
 - (h) The Tenant shall provide the Certificates of Insurance evidencing coverage in force at least 10 days prior to the contract commencement.
 - (i) to maintain the grounds and improvements thereon in like condition as when received to facilitate its operations;
 - (j) to keep the area shown outlined on Schedule "A" marked "maintenance area" free of litter and debris.
 - (k) that the Tenant will not carry on or permit to be carried on any business or operation upon the premises that shall be deemed by the Landlord to be a nuisance or by which the premises or any part thereof shall be injured or damaged, or by which the cost of insurance upon the premises shall be increased, and the said leased premises shall be used and occupied by the Tenant solely as specified herein;

5. It is hereby mutually agreed between the Landlord and Tenant as follows:

- (a) In case the rent hereby reserved or any part thereof should be in arrears, or in case default should be made in the fulfillment of any covenant on the part of the Tenant and such condition enures for a space of one (1) calendar month, the Landlord may give to the Tenant a notice in writing requiring the Tenant to remedy the default within 10 days, and in the event that the Tenant fails to remedy the said default within such period, the Landlord may enter upon and take possession of the premises in the name of the whole and the same repossess and enjoy as of its former estate and the term hereby granted shall thereupon cease and determine;
 - (b) at the termination of this lease the Tenant may remove all the fixtures installed by it on the premises, all of which are hereby deemed to be its property, and, in the event that any property belonging to the Landlord is damaged as a result of any such removal, the Tenant shall pay to the Landlord such compensation as represents the fair actual cost of repairing or replacing the damaged property of the Lessor;
 - (c) Notices contemplated by this lease shall be sufficiently communicated if given by Landlord or Tenant in writing by registered letter and shall be deemed given when deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified or to such other address as may be substituted therefore by proper notice hereunder:

LANDLORD:

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

TENANT:

Sault Lock Tours Inc.
1286 Old Garden River Rd.
Sault Ste. Marie, Ontario P6A6J8

IN WITNESS WHEREOF the parties hereto have executed this lease on the day, month and year first above written

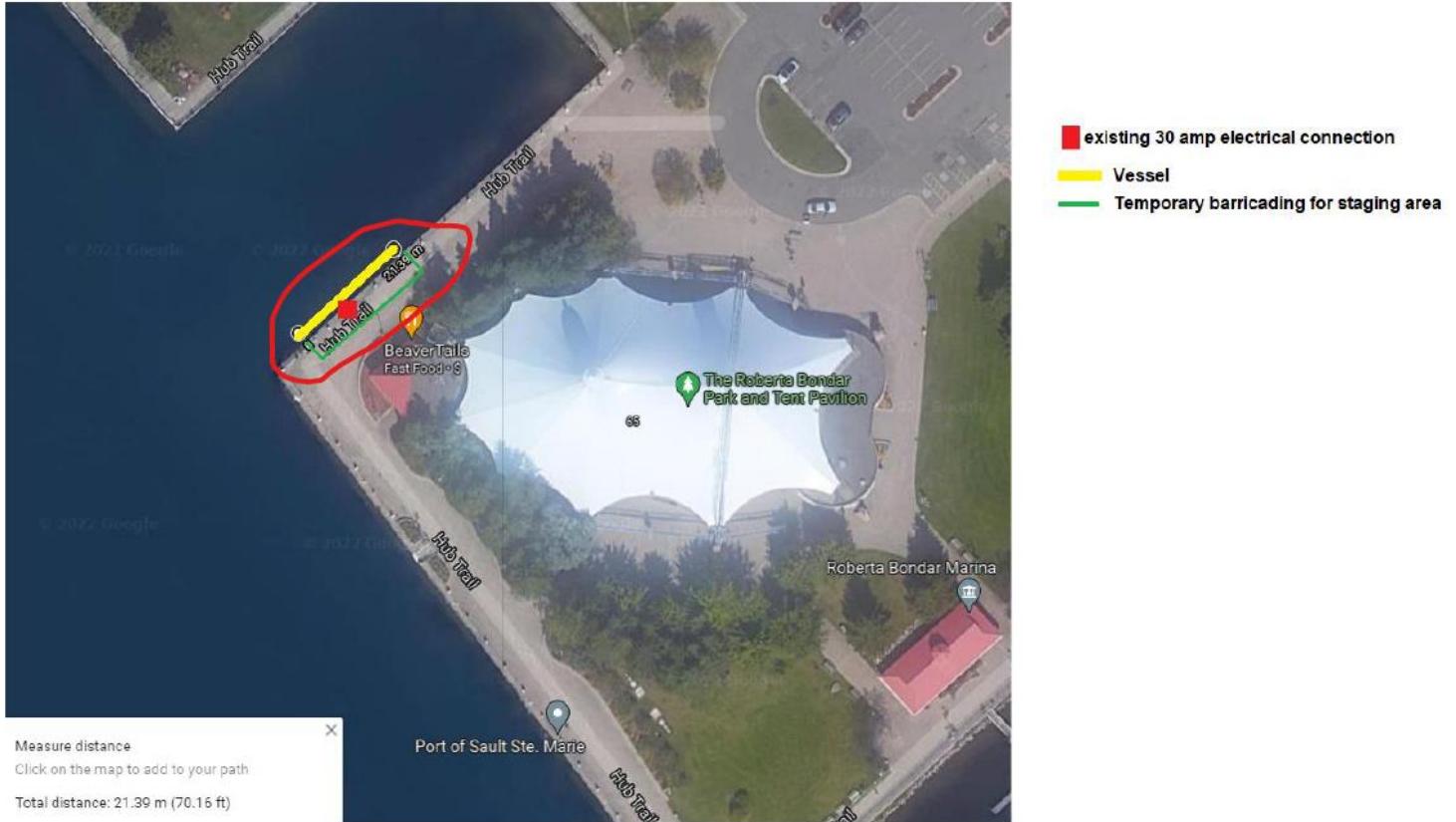
-) THE CORPORATION OF THE CITY OF SAULT
-) STE. MARIE
-)
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-)
-)
-)

-) CHRISTIAN PROVENZANO
-) MAYOR
-)
-)
-)
-)
-)

-) RACHEL TYCZINSKI
-) CITY CLERK
-)
-)
-)
-)
-) SAULT LOCK TOURS INC.
-)
-)
-)
-)
-)

-) SHEILA PURVIS
-) PRESIDENT
-)
-) I HAVE THE AUTHORITY TO BIND THE
-) CORPORATION

Schedule A



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-93

PLANNING: A by-law to extend the Rental Housing Community Improvement Plan for an additional two years.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 28 of the *Planning Act*, R.S.O. 1990, c. P.13, **ENACTS** as follows:

1. BY-LAW 2013-168

By-Law 2013-168 was approved by Council on September 9, 2013, implementing the Rental Housing Community Improvement Plan.

2. BY-LAW 2018-176

Council approved an extension of the Rental Housing Community Improvement Plan for an additional two years by By-law 2018-176 on August 13, 2018.

3. BY-LAW 2020-155

Council approved a further extension of the Rental Housing Community Improvement Plan for an additional two years by By-law 2020-155 pm August 10, 2020.

4. RENTAL HOUSING COMMUNITY IMPROVEMENT PLAN

Council hereby agrees to extend the Rental Housing Community Improvement Plan for an additional two years.

5. EFFECTIVE DATE

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

PASSED in open Council this 24th day of May, 2022

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2022-94

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 238 to the Official Plan for the City of Sault Ste. Marie (Cesar Developments Inc. c/o Anthony Cesario, southerly 74 metres of 522 Allen's Side 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. 238 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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

**AMENDMENT NO. 238
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule C of the Official Plan.

LOCATION

PART SEC 27 KORAH DESIGNATED AS PART 1 PL 1R12264; CITY OF SAULT STE. MARIE; Sault Ste. Marie having Civic Number, 522 Allen's Side Road, located at the east side of Allen's Side Road, 206 metres north of the intersection of Allen's Side Road and Second Line West.

BASIS

This Amendment is necessary in view of a request to permit industrial uses on the subject property.

The proposal does not conform to the existing Land Use Schedule C map of the Official Plan.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

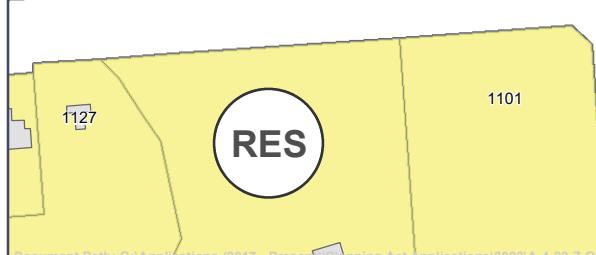
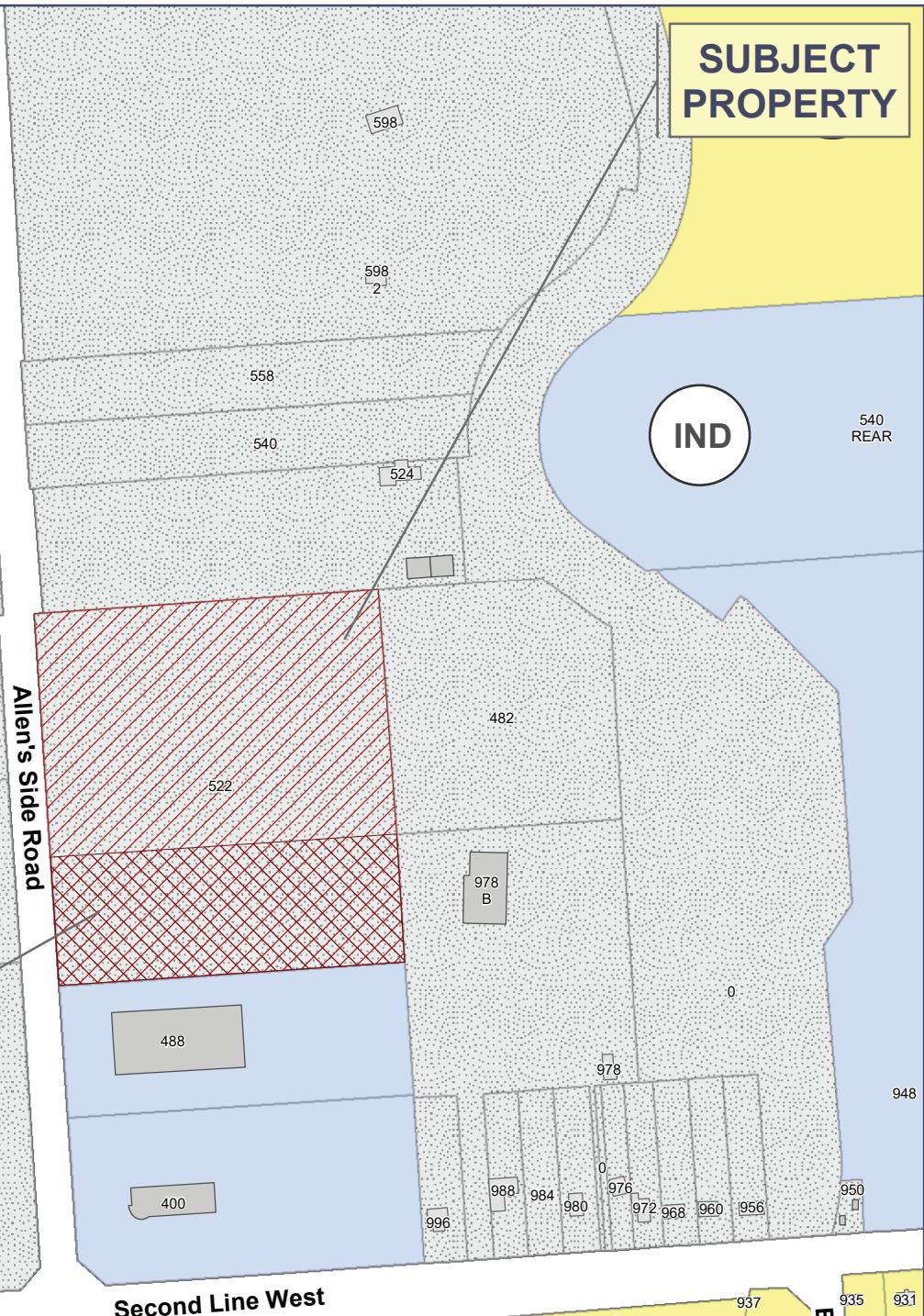
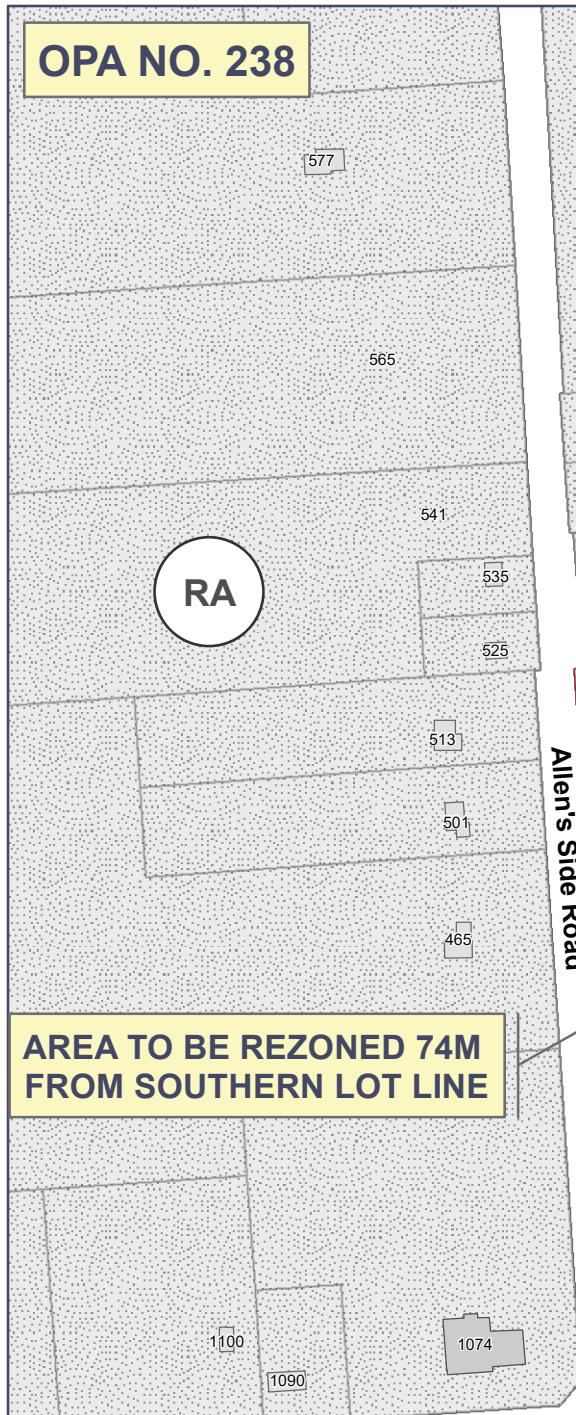
Land Use Schedule C of the Sault Ste. Marie Official Plan is hereby amended by redesignating the southern 74 metres of 522 Allen's Side Road from Rural Area to Industrial.

INTERPRETATION

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

OPA NO. 238

SUBJECT PROPERTY



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2022\A-4-22-ZOP\522 Allen's Side Road - Cesar Developments\GIS Maps\A-4-22-ZOP_LanduseMap_March2022_8x11_V1.xlsx

Application Map Series

- Subject Property Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information

Civic Address: 522 Allen's Side Road
Roll No.: 060040253040000
Map No.: 77/1-85
Application No.: A-4-22-ZOP
Date Created: March 25, 2022

Legend

- Subject Property
- Area to be Rezoned
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcel Fabric



Planning and Enterprise Services

Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultsmarie.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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-95

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at the southerly 74 metres of 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario).

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. THE SOUTHERNLY 74 METRES OF 522 ALLEN'S SIDE ROAD; LOCATED ON THE EAST SIDE OF ALLEN'S SIDE ROAD, 206 METRES NORTH OF THE INTERSECTION OF ALLEN'S SIDE ROAD AND SECOND LINE WEST;

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 77/1-85 of Schedule "A" to By-law 2005-150, is changed from RA (Rural Area) zone to M1.S291 (Light Industrial) zone with an amended "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(291) and heading as follows:

"2(291) 522 Allen's Side Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southerly 74 metres of 522 Allen's Side Road and having civic no. 522 Allen's Side Road and outlined and marked "Subject Property" on the map attached as Schedule 291 hereto is changed from RA (Rural Area) zone to M1.S291 (Light Industrial) zone with a "Special Exception 291" to, in addition to those uses permitted in an M1 zone:

1. Permit the manufacture and assembly of solar panels.
2. Prohibit the following uses:
 - Contractors yard
 - Delivery and courier services,
 - Dry cleaning and laundry plants,
 - Manufacturing of food and beverages,
 - Rental and leasing, and
 - Warehousing, wholesaling and distribution centres."

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. 238.

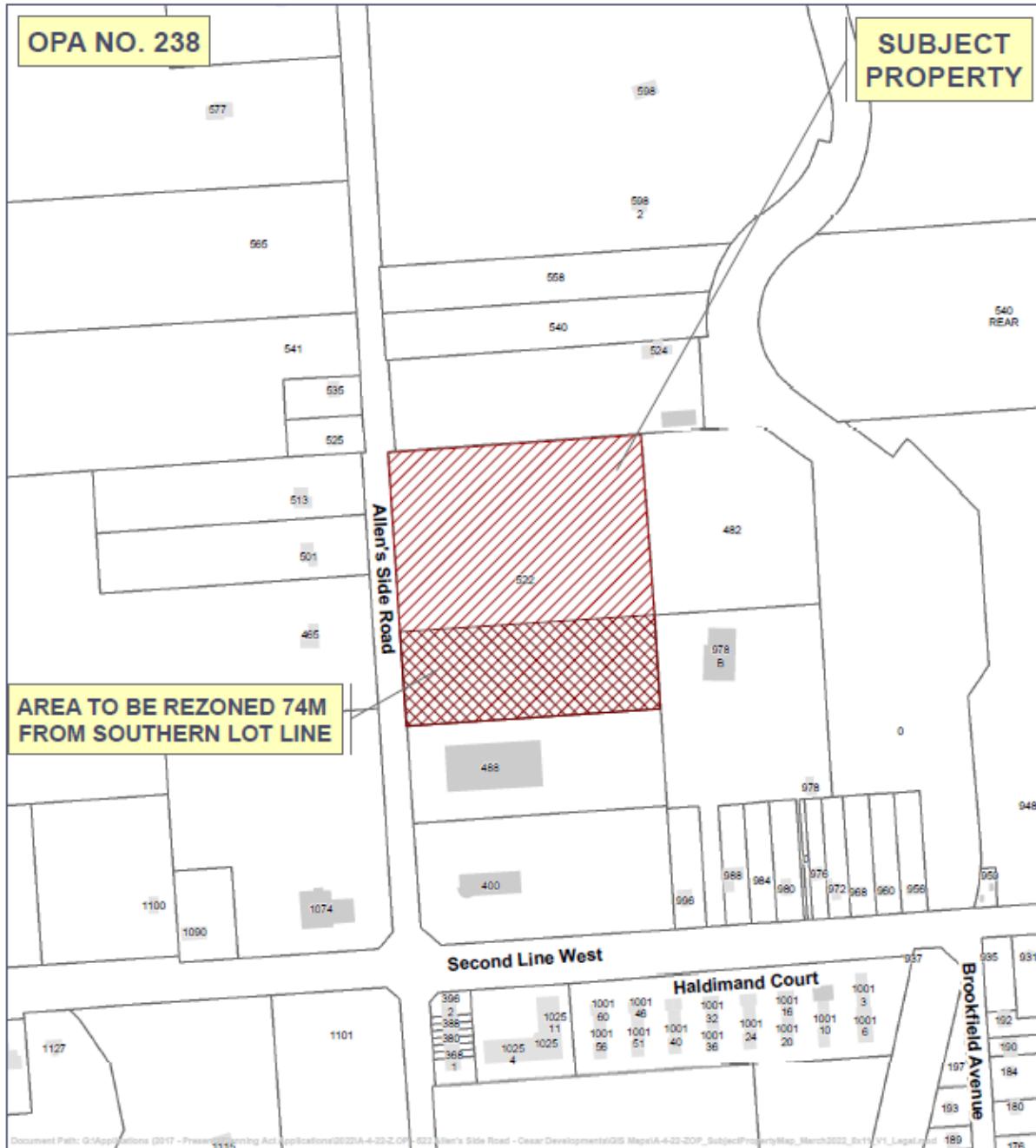
PASSED in Open Council this 24th day of May, 2022.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

\v \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2022\Allen's Side Road, 522\2022-95(Z) 522 Allen's Side Road.docx

SCHEDULE "A" TO BY-LAW 2022-95 AND
SCHEDULE 291 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference	SAULT STE.MARIE
<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"/> <input type="checkbox"/> Official Plan Amendment	Schedule "A"	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 16N GCS North American 1983</small>
Property Information Civic Address: 522 Allen's Side Road Roll No.: 060040253040000 Map No.: 77/1-85 Application No.: A-4-22-ZOP Date Created: March 25, 2022	Legend Subject Property Area to be Rezoned Parcel Fabric	 0 12.5 25 50 Meters

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-96

DEVELOPMENT CONTROL: A by-law to designate the lands located at the southerly 74 metres of 522 Allen's Side Road (Cesar Developments Inc. c/o Anthony Cesario).

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**

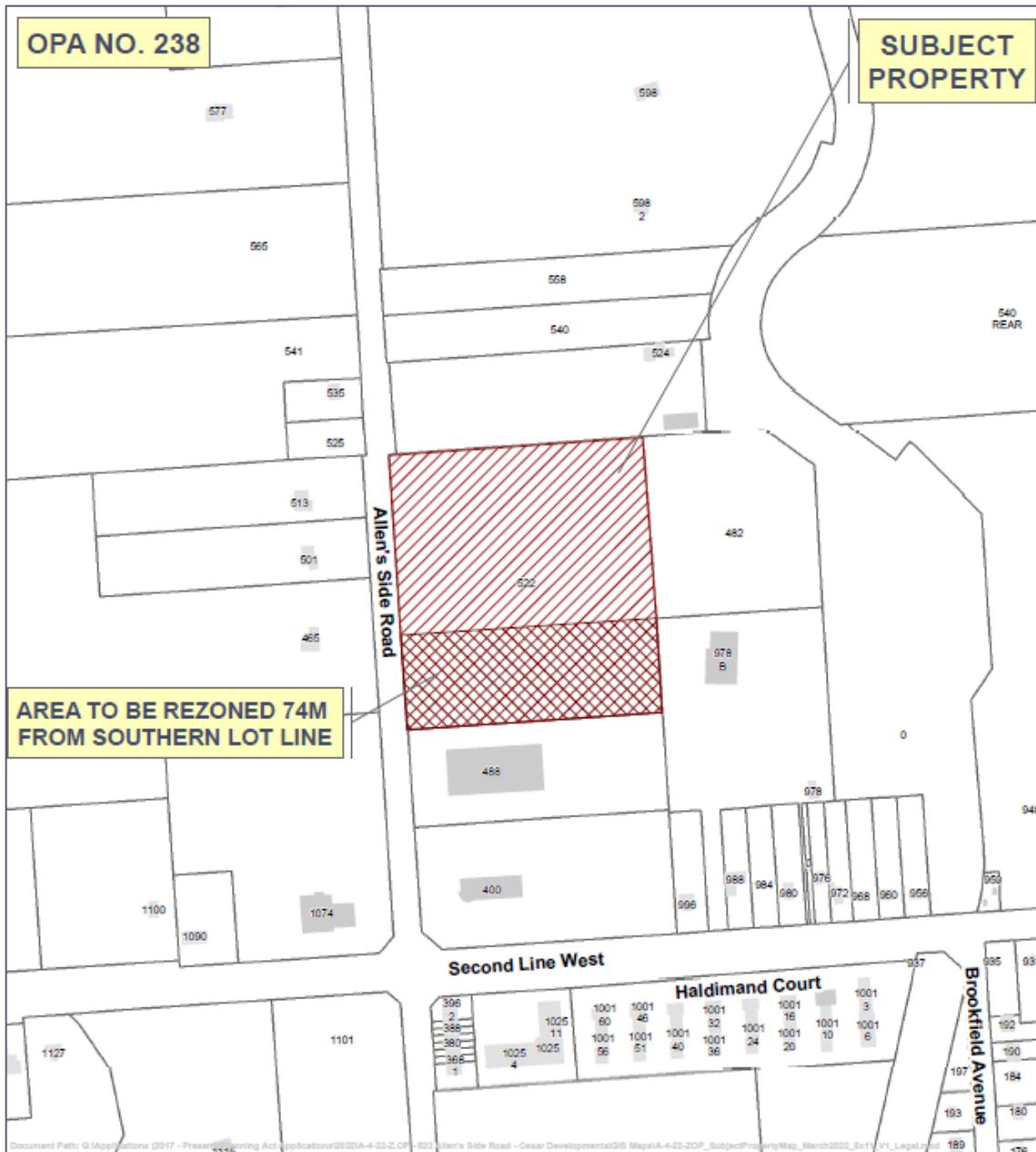
This by-law takes effect from the date of its final passing.

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2022-96



Application Map Series	Legal Department Reference
<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"
Property Information	Legend
Civic Address: 522 Allen's Side Road Roll No.: 060040253040000 Map No.: 771-85 Application No.: A-4-22-ZOP Date Created: March 25, 2022	 Subject Property Area to be Rezoned Parcel Fabric
	SAULT STE.MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarine.ca 705-759-5368 planning@cityssm.on.ca <small>This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-97

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the reconstruction of Bloor Street West from Lyons Avenue to Patrick Street (Contract 2022-6E).

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 May 24, 2022 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Bloor Street West from Lyons Avenue to Patrick Street (Contract 2022-6E).

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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Contract No. 2022-6E – Reconstruction of Bloor Street West
(Lyons Avenue to Patrick Street)

1

FORM OF AGREEMENT

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract No. 2022-6E
Reconstruction of Bloor Street West
(Lyons Avenue to Patrick Street)

FORM OF AGREEMENT

This Agreement made (in triplicate) this 24th day of May in the year 2022 by and between

Pioneer Construction 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 complete all the works shown and described in the contract documents entitled:

CONTRACT NO. 2022-6E RECONSTRUCTION OF BLOOR STREET WEST (LYONS AVENUE TO PATRICK STREET)

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, PUC Services Inc. Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
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.

FORM OF AGREEMENT

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 Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

THE CONTRACTOR: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5

THE CONTRACT ADMINISTRATOR: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario P6A 2M4

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

Mayor

Rachel Tyczinski

Clerk

Signature

Signature

THE CONTRACTOR

Pioneer Construction Inc.

Company Name

(seal)

Authorized Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-98

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Bloor Street West from Lyons Avenue to Patrick Street from May 30, 2022 to November 30, 2022 to allow for the reconstruction of Bloor Street West from Lyons Avenue to Patrick Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF BLOOR STREET WEST FROM LYONS AVENUE TO PATRICK STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Bloor Street West from Lyons Avenue to Patrick Street from May 30, 2022 to November 30, 2022.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-99

ENGINEERING: A by-law to authorize the execution of the Contract between the City and EllisDon Industrial Inc. for the 2022 Central Creek West Aqueduct repairs (Contract 2022-9E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 24, 2022 between the City and EllisDon Industrial Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the 2022 Central Creek West Aqueduct repairs (Contract 2022-9E).

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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
2022 CENTRAL STREET WEST AQUEDUCT REPAIRS
Contract No 2022-9E

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 24th day of May in the year 2022, by and between

EllisDon Industrial Inc., hereinafter called the "**Contractor**",
AND
The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

2022 CENTRAL STREET WEST AQUEDUCT REPAIRS
Contract No. 2022-9E

which have been signed in triplicate by both parties and which were prepared by TULLOCH, acting as Agent and Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, Supplemental General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the PUC Services Inc. and PUC Distribution, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its

officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers

8. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:

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

The Contractor:

EllisDon Industrial Inc.
132 Court A, Industrial Park,
Sault Ste. Marie, ON

The Contract Administrator:

TULLOCH
71 Black Road, Unit 8
Sault Ste. Marie, Ontario
P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(seal)

MAYOR – Christian Provenzano

MUNICIPAL CLERK – Rachel Tyczinski

THE CONTRACTOR

EllisDon Industrial Inc.
COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-101

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Metzger Street and McAllen Street at Central Street from May 30, 2022 to November 30, 2022 to allow for the 2022 Central Creek Aqueduct repairs.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF METZGER STREET AND MCALLEN STREET AT CENTRAL STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Metzger Street and McAllen Street at Central Street from May 30, 2022 to November 30, 2022.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-102

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the MacDonald Avenue Drainage Improvements (Contract 2022-8E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 24, 2022 between the City and Trimount Construction Group Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the MacDonald Avenue Drainage Improvements (Contract 2022-8E).

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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
MACDONALD AVENUE DRAINAGE IMPROVEMENTS
Contract No 2022-8E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 24th day of May in the year 2022, by and between **Trimount Construction Group Inc.**, hereinafter called the "**Contractor**",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Owner**".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**MACDONALD AVENUE DRAINAGE IMPROVEMENTS
Contract No. 2022-8E**

which have been signed in triplicate by both parties and which were prepared by TULLOCH, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, Supplemental General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

The Contractor: Trimount Construction Group Inc.
510 Second Line E.
Sault Ste. Marie, ON.
P6B 4K1

The Contract Administrator: TULLOCH
71 Black Road, Unit 8
Sault Ste. Marie, Ontario
P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered

in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(seal) MAYOR – Christian Provenzano

MUNICIPAL CLERK – Rachel Tyczinski

THE CONTRACTOR

Trimount Construction Group Inc.

COMPANY NAME
(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-103

TEMPORARY STREET CLOSING: A by-law to permit the intermittent temporary closing of MacDonald Avenue from May 30, 2022 to October 31, 2022 to allow for the MacDonald Avenue Drainage Improvements.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF MACDONALD AVENUE

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the intermittent closing to vehicular traffic of MacDonald Avenue from May 30, 2022 to October 31, 2022.

2. EFFECTIVE DATE

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-104

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the Passchendaele Lane construction (Contract 2022-3E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 24, 2022 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the Passchendaele Lane construction (Contract 2022-3E).

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 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE CONTRACT 2022-3E FORM OF AGREEMENT

This Agreement made (in triplicate) this 24 day of May in the year 2022 by and between
Pioneer Construction 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:

CONSTRUCTION OF PASSCHENDAELE LANE CONTRACT 2022-3E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Carl Rumieli, 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: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5

THE OWNER: Mr. Carl Rumiel, P. Eng.
Director of Engineering
Civic Centre
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 TYZINSKI

THE CONTRACTOR

Avery Construction Ltd.

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-105

TEMPORARY STREET CLOSING: A by-law to permit the intermittent temporary closing of the intersections of Northern Avenue East, Panoramic Drive and Princeton Drive with the proposed Passchendaele Lane from May 30, 2022 to November 30, 2022 to allow for the Passchendaele Lane construction.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF THE INTERSECTIONS OF NORTHERN AVENUE EAST, PANORAMIC DRIVE AND PRINCETON DRIVE WITH THE PROPOSED PASSCHENDAELE LANE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the intermittent closing to vehicular traffic of Northern Avenue East, Panoramic Drive and Princeton Drive with the proposed Passchendaele Lane from May 30, 2022 to November 30, 2022.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-106

ADMINISTRATION: A by-law to amend By-law 2015-147 (being a by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of Council and employees of the Corporation while travelling on the business of the Corporation).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 283 of the *Municipal Act*, 2001 W.O., c. 25 **ENACTS** as follows:

1. TRAVEL EXPENSES OF COUNCIL AND EMPLOYEES AMENDED

By-law 2015-147 is amended as follows:

- (a) In Paragraph 5 (3) Delete “greater than 250 km”;
- (b) In Paragraph 5 (3) (b) delete “55% of” and “(i.e. $\$.50 \times 55\% - 2011$)”;
- (c) In Paragraph 5 (3) (c) delete “55% of” and “(i.e. $\$.50 \times 55\% - 2011$)”

2. EFFECTIVE DATE

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-107

STREET/LANE ASSUMPTIONS: A by-law to assume for public use and establish as public streets various parcels of land.

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

1. STREETS/LANES ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets/lanes, the streets/lanes or parts of streets/lanes more particularly described in Schedule "A" attached to this by-law.

2. SCHEDULE "A"

Schedule "A" hereto forms part of this by-law.

3. EFFECTIVE DATE

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

PASSED in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2022-107

- 15 FOOT LANE PLAN 366MCD ST. MARY'S NORTH OF LOTS 15 TO 17; SAULT STE. MARIE (PIN 31542-0308 (LT));
- 15 FOOT LANE PLAN 366MCD ST. MARY'S SOUTH OF LOTS 4 TO 6; SAULT STE. MARIE (PIN 31542-0309 (LT));
- MCDOUGALD STREET PLAN 366MCD ST. MARY'S NORTH OF T219159 (ALSO KNOWN AS BINGHAM STREET); SAULT STE. MARIE; (PIN 31542-0310 (LT));
- 2 FOOT RESERVE PLAN 366 MCD ST. MARY'S SOUTH OF LOT 6; SAULT STE. MARIE (PIN 31542-0357 (LT)); and
- 2 FOOT RESERVE PLAN 366 MCD ST. MARY'S NORTH OF LOT 17; SAULT STE. MARIE (PIN 31542-0351 (LT)).

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO 2022-108

STREET/LANE CLOSING: A by-law to stop up, close and authorize the conveyance of various streets/lanes in the Downtown Plaza.

WHEREAS the streets/lanes more particularly described in Schedule "A" attached were established as public streets/lanes and assumed for public use by By-law 2022-107;

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

1. STREETS/LANES CLOSED

The streets/lanes or part of streets/lanes more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, are hereby stopped up and closed:

2. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. EFFECTIVE DATE

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

READ the **FIRST** and **SECOND** time in open Council this 24th day of May, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2022-108

- 15 FOOT LANE PLAN 366MCD ST. MARY'S NORTH OF LOTS 15 TO 17; SAULT STE. MARIE (PIN 31542-0308 (LT));
- 15 FOOT LANE PLAN 366MCD ST. MARY'S SOUTH OF LOTS 4 TO 6; SAULT STE. MARIE (PIN 31542-0309 (LT));
- MCDOUGALD STREET PLAN 366MCD ST. MARY'S NORTH OF T219159 (ALSO KNOWN AS BINGHAM STREET); SAULT STE. MARIE; (PIN 31542-0310 (LT));
- 2 FOOT RESERVE PLAN 366 MCD ST. MARY'S SOUTH OF LOT 6; SAULT STE. MARIE (PIN 31542-0357 (LT)); and
- 2 FOOT RESERVE PLAN 366 MCD ST. MARY'S NORTH OF LOT 17; SAULT STE. MARIE (PIN 31542-0351 (LT)).

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.

