



SMITHS FALLS

RISE AT THE FALLS



RFP 2022-ED-01

**REDEVELOPMENT OF 25 OLD MILL RD
(FORMER WATER TREATMENT PLANT)**

Request for Proposal No: RFP # 22-ED-01

Date Issued: March 14, 2022

Sealed Proposals For 25 Old Mill Road - Former Water Treatment Property – Design/Technical Proposal
25 Old Mill Road - Former Water Treatment Property – Purchase/Lease Proposal

RFP Closing Date and Time May 6, 2022 @ 12:00 p.m.

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Separate envelopes are to be used for the Technical and Cost Proposals. The envelopes are to be clearly labeled to indicate whether they include the Design/Technical Proposal or Purchase/Lease Proposal.

Late proposals will not be accepted

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Section A – General Information and Background

INTRODUCTION

The Corporation of the Town of Smiths Falls invites proposals for the Sale or Lease and Redevelopment of the Former Water Treatment Plant known municipally as 25 Old Mill Road.

The site is being marketed as an urban-oriented development that is consistent with the Town's ongoing efforts to revitalize the downtown core area and integrate it with the Rideau Canal and waterfront area.

This development opportunity consists of a collection of Town owned and Federal Crown owned properties in the central business district along the Rideau Canal National Historic Site and World Heritage Site. The subject site consists of two main parcels which total approximately 2.40 acres in size. The nearby Town-owned "water tower" property across from the former water treatment building is an optional parcels for purchase/lease. The nearby federally-owned heritage building "west mill" and the adjacent parking lot (access off Old Mill Rd) are optional long-term lease opportunities within the area's redevelopment plans. The properties are ideally located at the base of the downtown core, overlooking the Rideau Canal and beautiful Centennial Park.

The Town of Smiths Falls is seeking a developer that shares the Town's vision to develop a mix of retail/commercial and residential offerings. The Town wants to attract a development proposal that demonstrates financial feasibility with exceptionally strong design and quality of space that enhances and connects the downtown and waterfront areas which supports ongoing economic and community development.

This document outlines the site details, the Town's expectations, submission requirements, and evaluation process.

TOWN OF SMITHS FALLS PROFILE

The Town of Smiths Falls is a single-tier municipality covering approximately 9.6km². The Town is located in the County of Lanark and is within an hour's driving distance to both Kingston and Ottawa. Smiths Falls is intersected by a number of major roads including Highway 15, Highway 29 and County Road 43, connecting it with outlying communities and providing access to a number of 400 series highways. The Canada-United States international border is in close proximity (1 hour); providing access to a market of over 50 million people. The Town is also accessible by freight and passenger rail being situated along the Via Rail corridor, like a spoke in a wheel it provides connections to large communities such as Montreal, Kingston, Ottawa, and Toronto. The Smiths

Falls/Montague airport with a dedicated commercial hangar is located approximately 5 minutes to the east.

The Town of Smiths Falls' population is approximately 9,500 and is comprised of approximately 4,200 private households. The Town is an employment and commercial hub serving a population of more than 25,000 households, with a regional population of approximately 70,000 residents within a 30-minute driving radius.

Historically, the Town of Smiths Falls has been a centre for industry and a focal point for the region's industrial development. The largest single employer in the Town is Canopy Growth and the Town offers a diversity of employment opportunities in industry, commercial services, tourism and government/public services.

The North American Headquarter of Le Boat, a large European self-driving canal boat rental company is located adjacent to the former water treatment plant in Victoria Basin. Le Boat has substantially increased tourism visits, including a large number of international visitors and will naturally feed into a new development at the former water treatment plant. The revitalization of Victoria Basin is an additional advantage for the redevelopment of the former water treatment plant which could include retail and accommodation offerings.

The Town's current Official Plan came into effect in 2016 and was informed by a Land Needs Study that was conducted in March 2014 which forecasted a modest rate of residential and employment growth over the 20 year planning horizon. The Official Plan projected a total of 440 residential units to be constructed through to 2034. The population projections that carried into the Official Plan were aligned with a period of near zero population growth experienced by the Town in the preceding decades, and came on the heels of recent industry closures that created a significant amount of vacant industrial space. Since that time, previously vacated industrial space has been filled and the Town has identified a shortage of serviceable industrial business park zoned land to accommodate new employment uses.

Smiths Falls is in the midst of an economic boom and is undergoing substantial change that has been catalyzed by major new industrial, commercial and residential development generating hundreds of new jobs in the Town and this has led to an unprecedented increase in residential development pressures, creating the need for single detached dwellings, townhouse units and apartments. We have seen 70+ new businesses open within the last 3 years and are anticipating the second phase of a large commercial plaza along our highway commercial corridor. Since 2017, planning approvals have been issued for a total of 512 residential rental units, most of which have been in the past three years and will be completed by end of 2022. At this time, an additional 450 residential for sale units have been applied for and construction is under way. Much of these development infills exist in built-up areas as there is very little designated Residential land

available for development in the short term following the anticipated build-out of two major subdivisions.

Real Estate values and profitability in Smiths Falls has also significantly increased, over the last 5 years. Historically, low tax and development rates have driven major developments to capitalize on the growing demand as more residents choose Smiths Falls as a place to live.

The Town has undertaken a number of large capital investments, including the full reconstruction of the main street (Beckwith Street) in the Downtown Core, which is scheduled to have a Phase 2 of this locally significant reconstruction project to be completed in 2022, representing a total investment in excess of \$12M.

In 2021, the Town adopted a new [Cultural Plan](#) and had undertaken the development of an [Active Transportation](#) and Parks and Recreation Master Plans looking to increase the quality of life offerings for both residents and visitors. In addition, the Town is also currently in the process of reviewing and [updating its Zoning By-law](#).

In 2022, the Town is investing further in its future, undertaking additional planning studies and policy updates. A Secondary Land use study for key areas will assist in informing an updated Official Plan to better align and support new development and community growth opportunities which are a direct result of recent and ongoing economic progress. The Town is also pursuing a revision to its current Community Improvement Grants Program (CIP) as well as a developing a Town-wide Housing CIP to offer incentives for attainable housing. Other initiatives scheduled for 2022 include a study for the [reconstruction of Confederation Bridge](#) (which is located adjacent to the development area), Conceptual planning for the redevelopment of Centre Street which would reshape this area from mainly industrial uses to a waterfront mixed-use complex and further build interest and connections in the downtown, Town Hall Renovation Project and creation of Town Square as well as a number of other parks and infrastructure projects.

The redevelopment of our Former Water Treatment Plant is a [key Council priority](#) and a unique development opportunity that will transform the area and create further connection and expansion of our downtown core.

The development of the waterfront has been discussed publicly and studied extensively in the last several years. The Town has retained both economic development and planning consultants to provide a development concept for both the upper basin of the Rideau Canal and the downtown commercial core. These studies have resulted in the following pertinent documents:

- [Town of Smiths Falls Strategic Plan \(July 2019\)](#)
- [Economic Development & Tourism Plan: 2015-2018 \(May 2016\)](#)

- [Downtown Revitalization and Waterfront Integration Master Plan \(February 2013\)](#)
- [Downtown Community Improvement Plan \(February 2013\)](#)

Section B – Subject Site and Context

LOCATION AND PARCELS

The Subject Site consists of two (2) parcels of land that are bisected by Old Mill Road, a municipally-owned road. Taken together, the two parcels total roughly 2.40 acres in size. **Parcel A** is bound by Confederation Drive to the south, Old Mill Road to the West, by the “By the Falls” Retail Stores & Apartment Complex property to the north, and the Rideau River to the east; it is about 1.11 acres in size. **Parcel B**, located across the street from Parcel A, is bound by Confederation Drive to the south and west, residential properties to the north, and Old Mill Road to the east; it is about 1.29 acres in size, with the potential of an additional 1.0 acres of land where the water tower structure is currently situated. The Town’s capital plan includes the replacement/relocation of the water tower within the next 3-5 years. **Parcel C**, is approximately 0.49 acres in size and is federally owned and administered by Parks Canada. This parcel includes the vacant West Mill building, a recognized federal heritage building, on the east bank of the river connected to 25 Old Mill Road by a dam; and a parking lot to the west of 25 Old Mill Road. This parking lot is located on a filled section of the former Rideau River, at which the Stone Arch Dam is still present and visible. This parcel can be negotiated with Parks Canada as part of a long term lease and could provide additional development parking. See Appendix A – Parcel Images and Appendix B – Legal Descriptions.

Neighbouring uses to the site include Parks Canada’s Rideau Canal Headquarters to the east, commercial business core to the northeast, the Rideau Canal to the south, and Centennial Park to the west.

The properties, formerly used as a municipal water treatment facility, are strategically located adjacent Ontario's first UNESCO World Heritage Site, the Rideau Canal. The properties are conveniently located at the base of the Town's downtown core business area, providing an opportunity for a wide range of appropriate uses on the subject lands. The Town is currently working to improve the downtown and waterfront through its Downtown Revitalization and Waterfront Integration Master Plan, in which the subject site is considered to be a “Signature Development Site” due to its significant presence on the waterfront and its ability to enhance connectivity between the downtown and waterfront areas. The subject site benefits from the recently rehabilitated nearby Stone Arch Bridge

at a cost of over \$2 million, which has improved sightlines to the former water treatment plant site.

BUILDING DETAILS

The structures on the subject site are currently vacant and has been since 2010, when a new water treatment facility was constructed. The building is the former municipal water treatment facility, with a gross building area of 16,206 square feet. The presently vacant building was constructed in four phases:

1. The three storey stone office building (originally a flour mill) circa 1854;
2. The three-story brick building (original pumping station) circa late 1890's;
3. The two-story brick building (original filter plant) circa 1924; and
4. The single-storey concrete block building (filter plant) circa 1952

The property is designated under Part IV of the Ontario Heritage Act (By-law 4350-77) for its historic and architectural value or interest. Requests to alter the property will be considered in accordance with the Ontario Heritage Act. In accordance with the Official Plan, a prospective proponent will be required to provide a Heritage Impact Assessment in support of a planning application which will in more depth identify and document the property and its specific attributes, evaluate the impact of a proposed development on the built heritage resource and recommend mitigative measures or alternative development approaches to conserve the heritage attributes of the structures on the site.

MTBA Associates Inc. were retained as part of the Heritage By-law Update Project, currently being undertaken by the Town of Smiths Falls. The project included a review of the By-law designating the former water treatment build site. A Heritage and Culture brief has been created to assist in identifying significant heritage and cultural features of the property. See Appendix C – Waterworks Buildings: Designation Update

The West Mill facility across the water is a currently vacant, federally-owned, three-and-a-half storey stone building. Completed in 1855, the West Mill is designated under Part IV of the Ontario Heritage Act for its historic and architectural value or interest, and is also a Recognized Federal Heritage Building.

CURRENT CONDITIONS

Parcel A is a known brownfield site. A Phase I and Phase II Environmental Site Assessment as well as a designated substance survey was completed, a copy of the ESA II and the survey will be provided prior to the scheduled development meeting for review. The Record of Site Condition to be filed with MECP may be required prior to

development approvals.

The sale of the property will occur on a strictly as-is-where-is basis.

The site currently is a domiciled power generation plant, including a dam currently in poor condition but could be repaired and offer pedestrian connections to Beckwith Street. The Town of Smiths Falls would entertain a joint agreement for production.

PROPERTY VALUES

The Town retained an independent professional appraisal firm to conduct a fair market appraisal of the property effective January 7th, 2013. The appraised values of Parcels A & B are shown below.

Parcel A:	\$115,000.00
Parcel B:	\$270,000.00
Total:	\$385,000.00

An updated appraisal as part of land sale/lease negotiations would be undertaken to assess the current fair market value of the property.

Leasing fees for long-term use of the Crown-owned Parcel C as outlined, would be negotiated separately by the development partners with Parks Canada.

ZONING

Parcel A is currently zoned Open Space (OS) Zone (with Floodplain overlay). This zone reflects the historic use of the site and permits limited Non-Residential uses. The maximum building height in this zone is 14 m (46ft).

A Comprehensive Zoning By-law review has been undertaken. The process will result in a new Zoning By-law that will replace the Town's current Zoning By-law (No. 6080-94) as amended, which was first adopted by Council in 1994. The project is anticipated to be completed in June 2022.

The Zoning review will investigate rezoning the subject property to a new zoning category that is in alignment with the Downtown Core Official Plan designation, as described above. The 'base' downtown zone, General Commercial (C1), allows a variety of non-residential uses, including a hotel, retail and restaurant; as well as residential uses on upper floors. The C1 Zone prescribes a height limit of 22 m (72 ft).

OFFICIAL PLAN

Within the Town's Official Plan, the site is currently designated "Downtown Core". Policies for the Downtown speak to economic vitality and urban, pedestrian-oriented nature of this area:

"The Downtown Core will be planned to provide a vibrant and human-scaled environment, with a range of uses providing support for active transportation. Architectural integrity, heritage conservation and opportunities to improve access to open space will be key considerations in planning for the growth of a vital Downtown Core."

"Residential projects within the Downtown designation should generally incorporate ground floor commercial uses. This designation does not have a minimum residential density range in order to facilitate mixed-use projects that may include small amounts of residential in combination with non-residential use(s)."

"Provide flexibility in mixing uses throughout the Downtown Area. Support employment, entertainment, cultural, community, and residential uses in compact, intensive forms to maximize social interactions; to serve as a focal point for residents, businesses, and visitors; and to further the Vision of the Smiths Falls Official Plan."

Cultural Heritage policies of the Official Plan include the following:

"ER-3.21 Council will require a Heritage Impact Assessment conducted by a qualified professional whenever a development has the potential to affect a protected heritage property or cultural heritage resource. Council shall require that all cultural heritage resources to be demolished or significantly altered are documented through the Assessment for archival purposes with a history, photographic record and measured drawings prior to the demolition or alteration and that such documentation shall be the responsibility of the applicant in consultation with the Ministry of Tourism, Culture and Sport."

"ER-3.22 A Heritage Impact Assessment may be required where a development application may obstruct or detract from a view included as a cultural heritage value or attribute of a property of the Heritage Register, to the satisfaction of the Town."

"ER-3.23 In addition to a Heritage Impact Assessment, the Town may request a Heritage Conservation Plan to address in detail the conservation treatments for the subject heritage property. The Town may also request a Heritage Interpretation Plan to promote a heritage property identified in a Heritage Impact Assessment."

The Town's Official Plan is anticipated to be reviewed and updated within the next two years to ensure alignment with the Provincial Policy Statement 2020 and accommodate higher than anticipated growth since its adoption.

UTILITIES AND SERVICES

The subject site is connected to municipal utilities and services. A comprehensive Serviceability Report on site to locate all service lines will be required prior to development approvals. See Appendix D – Servicing Detail Images

Water Main Services - Due to the site's proximity to both the former and current Water Treatment Facilities, several major infrastructure lines run through and around the site. A 500mm lined water main (the main provider for the municipal system) bisects the Arch Dam—it is sleeved within the former 750mm water line.

Storm Water Services - Separated storm water mains are provided from the lowest point of the site (catch basin visible) to transport surface runoff to the Rideau Canal immediately north of the site (750mm culvert visible). An additional storm main connects Strathcona Avenue to Old Mill Road in a 760mm overflow outlet through a manhole chamber. The Town also constructed an oil-grit separator at the bottom of the storm main on Old Mill Road. Some storm line upgrades were completed in early 2018.

Sanitary Services - Sanitary services are provided on Old Mill Road as far as the southern corner of 17 Old Mill Road. A 50mm PVC Force main provides a direct connection to the northwest corner of the 1854 Office Building. A 400mm PVC main is also provided along Strathcona Drive connecting to Old Mill Road by a manhole chamber. Local sanitary lines connect to a 3' by 4' concrete box sanitary main connecting the system to Chambers Street.

Vehicular Site Access - The site is currently accessible via Old Mill Road (north-south connection). Strathcona Street also dead-ends at the properties' western boundary.

Confederation Bridge requires substantial improvements to its structural integrity. A Municipal Class Environmental Assessment is presently underway and is expected to be completed by June, 2022. Restoration of the Confederation Bridge would provide the site with greater vehicular and/or pedestrian connectivity, and is also of great aesthetic value, offering excellent views of the Rideau Canal and of the subject lands. The Town is currently exploring options for rehabilitation of the Bridge. Development proposals may impact the use of the bridge, and the Town is open to options to best support the redevelopment and revitalization of the site and area.

The Downtown-Waterfront Master Plan conceptualized the establishment of a grid system providing a vehicular connection from Old Mill Road to Park Avenue and Old Mill Road to Strathcona Street. The Town would welcome discussions regarding possible re-configurations of the street network.

Pedestrian Site Access and Linkages - Pedestrian traffic both within and around the site should include both sidewalks and pathways as envisioned by the Towns Active Transportation Plan. Pathways currently exist along the waterfront providing a connection from the Combined Lock Station to the Swing Bridge on Abbott Street. Sidewalks are provided on the east side of Old Mill Road linking Confederation Park with Main Street West. The site also presents an opportunity to complete a multi-use pathway connecting Old Mill Road to the pedestrian alley on Beckwith Street South. Pathways and sidewalks should reflect the natural tendencies of pedestrian traffic patterns.

Section C – Development Expectations

The proposed development should represent an infill project that provides a high quality and sustainable life-style choice and destination for residents and visitors to the Town of Smiths Falls. The desired concept includes a high density, mixed-use cohesive development which functions collectively as a centre for activities and exhibit an exemplary architectural design. Mixed-uses should be compatible with the existing landscape and should encourage public activities connecting the site to Confederation/Murphy Park and the Downtown shopping area.

The successful proposal will achieve the following general expectations:

1. Provision of public green space and enhanced pedestrian environments;
2. Provision of public art and cultural spaces;
3. Provision of environmentally sustainable and conscious design components;
4. Construction of new mixed-use structure(s) at least three (3) stories in height;
5. Recognition and conservation, where practical, of the heritage features of the designated structures;
6. Creatively address the need for sufficient parking for the proposed development and replacement of the existing spaces;
7. Designed to integrate within the local cultural, historical, recreational and commercial context; and
8. Establish a process to gather public input on the proposed development including consultation with Parks Canada.

PROPONENT QUALIFICATIONS

Proponents shall demonstrate that they have the resources and capability to bring their development concept to reality.

- Have the ability to meet the requirements within the timelines outlined in the Terms of Reference;
- Have the ability to follow proposed and accepted policy requirements as agreed upon with the Town; and,
- Demonstrate experience with similar projects completed with samples/descriptions of previous work.

BUILDING EXPECTATIONS

Infill design and additions to existing buildings should exhibit creative and innovative design that work to establish a land mark complementary to the character of the existing building stock. Exterior facades should be visually interesting and eye-catching, unique in character unto itself. Building exteriors should act to integrate exterior public spaces with interior designs.

Conceptual plans for the site should include a new multi-storey mixed-use building that incorporates the existing water treatment facility. Infill development will recognize and complement the existing heritage buildings on the site and will support compact, pedestrian oriented designs.

The Town has intentionally not proceeded with re-designation of the property in order to permit wider flexibility in site design.

1. Conservation and commemoration of heritage defining attributes (to be determined as part of a Heritage Assessment);
2. Conservation practices will comply with the Standards and Guidelines for the Conservation of Historic Places in Canada;
3. Where conservation of heritage features can successfully be demonstrated to not be possible, materials will be salvaged and used thoughtfully and creatively on the site;
4. Construction should include the exclusive use of natural building materials and will be consistent with the prevalent architectural styles of the neighbourhood;
5. Proponents are encouraged to source locally produced construction materials;
6. Establish cohesion with the surrounding cultural landscape, existing structures and infill buildings;
7. New construction should comply with the commonly applied 45° visual angular plane; and
8. Building and Façade design should be consistent with the Downtown Core Design Guidelines.

URBAN DESIGN EXPECTATIONS

1. Limited to no front yard setbacks to buildings from the street;
2. Where possible, the development should make efforts to establish a grid network of streets connecting to Strathcona Street;
3. Pedestrian amenities and connections should be provided linking the site to the adjacent land uses in a logical and natural pattern;
4. Sidewalks may be flush and at grade with the street or raised with raised road crossings;
5. Publicly accessible views of the Falls should be incorporated;
6. Streetscaping features should include:
 - a. Adequate inclusion of street trees;
 - b. Frequent use of street furniture;
 - c. Pedestrian and vehicular oriented lighting
 - d. Hierarchical use of paving materials identifying paths of travel;
 - e. Animated public spaces such as Cafés and patios;
7. Parking lots and service areas will be concealed from public view where possible;
8. Inclusion of cultural features (ie public art and interpretation panels)

ENVIRONMENTALLY SUSTAINABLE

The redevelopment should feature environmentally sustainable characteristics, including but not limited to the following:

1. On-site storm water management including but not limited to: permeable asphalt or concrete, storm water collection vegetation features, rainwater recovery systems;
2. Landscaping in a style that uses little or no irrigation, with urban non-invasive plants that are native to the eco-region;
3. Utilize existing materials as resources for new development;
4. Select products in site development that contain reduced amounts of volatile organic compounds;
5. Exclusive use of LED exterior lighting;
6. Conserve and replant existing vegetation and natural features where possible;
7. Deconstruction vs demolition practices and recycling of salvaged materials.

PROJECT TIMELINES

Ideally, this project will see completion within a 3 to 5 year timeframe. Should a phased development be proposed which incorporates additional buildout, the first phase should be completed within the 3 to 5 year timeframe, with estimated timelines proposed for

subsequent phases. However, consideration and evaluation of project timelines will be based on the overall size and scope of the redevelopment project.

DEVELOPMENT APPROVAL

The developer will be fully responsible for submitting and paying for the necessary planning applications and/or supporting documentation including plans or studies prior to construction, including but not limited to Zoning Amendment, Site Plan Control and Subdivision/Condominium applications.

Depending on the conceptual plans provided in the Request for Proposal the following background and technical studies may be required:

- Record of Site Condition
- Environmental Impact Statement
- Heritage Impact Statement (including visual impact analysis)
- Geotechnical Study
- Sanitary Capacity Analysis

Application may be filed and processed concurrently based on the approach the developer decides to take in proceeding with the development.

All applications will be subject to approval fees current to the date of filing. However, fee reductions or other incentives may be available through the Town's Community Improvement Plan (currently under review).

The Town is receptive to further designation and zoning suggestions provided they are compatible with the overall conceptual plan for the site and in keeping with the character of the site's context.

As such, and in accordance with expectations of the Planning Act, the Town will not be in a position to fully support an alternative design until the required public review process is completed and any issues raised have been duly considered and/or addressed.

The Town will consider any requests from an interested party to be permitted to conduct their own due diligence for building inspections. The Town will also make its own reports with respect to the property available upon request. However, the Town makes no guarantee as to the accuracy and completeness of the reports.

REPORTING

The successful proponent shall coordinate with the Manager of Economic Development & Tourism, and shall provide the Town with regular deliverable reports.

Section D – Proposal Requirements

This RFP's objective is to select a qualified and experienced developer who has the skills, knowledge and vision to construct a unique and sustainable, urban-oriented mixed-use infill development.

Proponents are expected to describe the approach and methodology to be followed in order to achieve the project's stated purpose and scope of work and clearly demonstrate their understanding of the assignment, including overall scope and objectives, noting and specific challenges that could exist.

The submitted proposal shall include three (3) hard copies and one (1) electronic (PDF) copy of the proposal and reduced drawings, in addition to additional requirements outlined below. The proposal should demonstrate a fair and reasonable fee structure for the work and understanding of the estimated expenses to complete the proposed development.

Proposal submissions must be fully completed and in the possession of the Clerk on or before the closing date and time. Proposals received after the closing time shall not be considered but shall be returned unopened to the proponent and they will be advised that the submission was received late.

The proposal submission must be signed by a duly authorized official of the organization submitting.

The proposal must be legible, written in ink or typewritten, and all items must be included unless otherwise specified. Erasures, overwriting or strike-outs must be initialed by the official signing on behalf of the organization.

Any correspondence by mail or telephone, pertaining to adjustments or corrections to a proposal already submitted, shall not be considered. A proponent wishing to make adjustments to a proposal must first withdraw the original proposal and re-submit the alternative proposal in accordance with the provisions contained herein prior to the closing.

All proponents shall be advised by the Town of all revisions, deletions, substitutions and additions to the specifications or of any extension to the closing time or of cancellation of the request for proposals (via an addendum). Proponents who have submitted proposals prior to notification of any change shall be given the opportunity to withdraw and resubmit their proposal.

The proposal shall clearly address the following evaluation criteria:

EXPERIENCE AND QUALIFICATIONS OF PROPONENT

Provide a company profile and describe the proponent's experience with similar projects.

If the proponent is comprised of more than one team member or utilizes sub-consultants, Profiles for each team member should be included and outline capabilities, roles and availability for this project.

Note: It is expected that the team identified will be performing the works.

Proponents must provide a minimum of three references from clients for work done over the past two years. References' company, address, and contact information should be included. Ideally, references will be provided from similar projects.

The proponent must demonstrate:

- Strong construction project management skills.
- Strong business case development and presentation skills.
- Solid understanding of residential and commercial mixed-use developments challenges, and opportunities.
- Experience in developing or redeveloping mixed-use projects of similar size and complexity.
- Knowledge of Brownfield remediation and redevelopment.
- Experience in working successfully with various stakeholders.

MARKETING EXPECTATIONS

The proposal should include a detailed outline of the proponent's marketing plan for each component of the proposed development, including but not limited to the following:

- Describe your goals for marketing the various components of your development.
- Describe your target market for each component of your proposed development and provide a profile of one or more target groups or customers for your development.
- Describe any competitive threats that may exist within your market. Describe the strengths and weaknesses of your proposed developments and other properties that, in your view, present the greatest threat. Identify areas of opportunity for your development which are key selling points that differentiate what your development demonstrates from those of other properties.

- Provide a breakdown of proposed product types and unit types with potential prices and/or proposed estimates for leased space if applicable.
- Identify the strategies that will be used to promote the various components of your proposed development.
- Outline each of the marketing strategies you selected and the timeline for when and how long you plan on using them. Lastly, identify the proposed budget that will be allocated to each strategy.

FINANCIAL AND IMPLEMENTATION PLAN

The proponent must demonstrate evidence of their financial capability in carrying out such a project and protect the Town from risks related to the project or the proponent. As such, the proponent will include a letter from a chartered bank, trust company or other major lending institution that has reviewed the response to the RFP and can attest to the proponent's financial capability to complete the project.

Proponents are required to submit a financial and implementation plan that will outline in detail the financial viability of the proposed project. This plan must be in conformity with the proponent's marketing plans and development schedules.

This plan will be in the form of a spreadsheet that includes a cost estimate and schedule for the following information: capital expenditures; approvals; financing; infrastructure; design and construction; operational costs; and operating revenue. This phase-by-phase plan should present the financial outlook of the project for the next ten years.

An Agreement to Bond will be required as part of proposal submissions. The Town requires a Performance Bond in addition to a Labour and Material Bond to guarantee that the contractor will pay suppliers of labour, material and services. The successful bidder shall be required to submit bonds, during the submission of documents for the contract award. Bonds must be issued by an approved bonding company for 100% of the amount of the RFP bid prior to the execution of a contract by the Town.

RFP shall be accompanied by an RFP deposit, in the form of a certified cheque or other security acceptable to the Town, in an amount no less than 5% of the RFP price and made payable to the Town of the Town of Smiths Falls. RFP deposit cheques or other security shall not be cashed or deposited unless the bidder enters into a formal contract with the Town. The security of the bidder shall be forfeit to the Town if the bidder fails to meet the above requirements.

CONCEPT REQUIREMENTS

The proponent is required to provide drawings that provide a description of the conceptual design of the proposed project. The architectural renderings should be prepared at a scale of 1:100 and be printed on 36'x24' paper for inclusion with the submitted RFP and electronic files (AutoCad and PDF Files). Drawings are to include:

- Site Plans depicting building footprints, distribution of major uses, service access and landscaping areas;
- Annotations describing materials and colour schemes to be used;
- Perspective views of the development;
- Any other illustrations or digital presentation materials the developer feels are pertinent to illustrating the design concept.

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Drawings and documents, including all drawings and documents delivered in an electronic, digital or other than paper format, prepared by the proponent shall be the property of the Town free of all claims by the Proponent of any nature and kind whatsoever. The Proponent shall be entitled to retain a copy of all drawings and documents for record keeping purposes only and at its own expense.

Proponents who receive higher evaluation scores during initial review, achieving an overall average of 75 points or more, will be invited to present their proposals at a subsequent Council meeting, as outlined in the Evaluation Criteria and Key Dates Section. Submissions should include presentation materials in pdf or powerpoint form which can be presented at a future meeting.

WORK PLAN AND SCHEDULE

Provide a work plan and schedule, including a breakdown of the major tasks and the level of effort by individual team members, in sufficient detail to enable a clear understanding of how the work will be carried out.

The work plan will also identify what works will be subcontracted and/or what responsibilities are expected from the Town.

Please outline the development schedule including timing and phasing expectations.

A building commitment for the completion of the project will be negotiated with the successful proponent. This contract will include site remediation and construction

schedules. The Town will have the authority to reclaim ownership of the property should the agreed upon development schedule not be met.

PROPERTY NEGOTIATIONS

In addition to design concepts, financials and work plan schedules, proponents are required to submit an offer to purchase or lease value as part of their proposal which they are prepared to pay the Town in exchange for ownership of the business and property.

Purchase bid submissions will be based on a ratio of the highest bid. See Appendix E – Agreement of Purchase and Sale for submission of Purchase bid proposals. Bids options which include a Lease proposal, must include an outline lease provision which will be used for further negotiations with a successful bidder.

SECTION E - SUBMISSION INSTRUCTIONS

Proposals shall be submitted no later than **May 6, 2022 @ 12:00 p.m. EST.** to Kerry Costello, Clerk/Director of Corporate Services at the address below. All proposals received after the specified closing date and time will not be considered.

Kerry Costello, Clerk/Director of Corporate Services
Town of Smiths Falls
77 Beckwith Street North
Smiths Falls ON K7A 4T6

Please provide **Three (3)** hard copies and one (1) electronic copy on an USB key, in Adobe PDF format. One hard copy shall be marked “Original”. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the “Original” hardcopy shall prevail.

Separate envelopes are to be used for the Technical and Cost Proposals. The envelopes are to be clearly labeled to indicate whether they include the Design and Technical Proposal or Purchase/Lease Proposal.

25 Old Mill Road - Former Water Treatment Property – Design/Technical Proposal

25 Old Mill Road - Former Water Treatment Property – Purchase/Lease Proposal

Proponents must also include the Submission Form in their bid package. See Appendix F – Submission Form

ADDENDUM TO CONTRACT DOCUMENTS

All revisions, deletions, substitutions and additions to the RFP material shall be prepared in writing by the Clerk and consideration shall be given to the extension of the closing date. An advertisement setting out the new closing date shall be inserted in the publications originally used to advertise the RFP. A copy of each addendum, including extension information, shall be emailed to each proponent and acknowledgement of the addendum(s) must be included in the submitted proposal. A copy of each addendum shall also be stapled to each set of RFP documents not yet distributed. Proponents who have submitted proposals prior to the release of an addendum shall be given the opportunity to withdraw and resubmit their proposal.

When in the opinion of the Town it is advisable to cancel a RFP, an advertisement shall be inserted in the same publications originally used stating that the request for proposals has been cancelled, the reason for such cancellation, and whether or not the request for proposals will be reissued. Each proponent shall be mailed written notice of cancellation of the contract and all proposals received shall be returned unopened to the proponent.

WITHDRAWAL PROCEDURES

Any person who has submitted a proposal may request that their proposal be withdrawn. A withdrawal request shall be made in writing to the Clerk and the withdrawal shall be permitted if the request is made prior to the closing time. Withdrawn proposals shall be returned unopened to the proponent. The withdrawal of a proposal shall not disqualify a proponent from submitting another proposal for the same contract. Withdrawal requests received after the request for proposals has closed shall not be permitted. The proponent shall be informed, during or after the opening, that the withdrawal request was received subsequent to the closing time.

ADJUSTMENTS TO A PROPOSAL

Adjustments by telephone, fax, email or letter to a submitted proposal will not be considered. A proponent desiring to make adjustments to a proposal shall withdraw the proposal and/or superseded it with a later proposal submission prior to the specified proposal closing date and time.

RECEIVED REQUESTS FOR PROPOSALS

Proposals must be sealed and clearly marked as to the contents and shall be submitted to the Town at the address above. The request for proposals shall be time and date stamped on the exterior of the unopened envelope. Proposals received on or before the

date and time for closing of the request for proposals shall become the property of the Town and shall be kept in safekeeping by the Clerk.

Proposals received subsequent to the date and time for closing of the request for proposals shall be returned unopened to the proponent as soon as possible. If a late proposal is received without a return address on the envelope, it shall be opened to obtain the address and then returned. A covering letter will advise why the submission was not returned unopened.

KEY DATES

The Town will conduct the RFP process according to the following dates. These dates are tentative and subject to change:

Task	Date
Issue of RFP	March 14
*Site Visit/Developers Meeting	April 4 1PM – 3PM
Deadline for inquiries	April 15
Release of Final Addendums	April 22
Deadline for Submissions	May 6
Evaluation of Proposals	May 9-13
Council Presentations	May 24 (COW)
Selection of Proponent	May 27
Council approval/Award of RFP	COW (June 13) Council (June 20)

*A general meeting will be held on site to provide prospective developers an opportunity to view the building and surrounding site landscape. A session will follow to allow for a question and answer period. Registration for the site meeting is mandatory.

Prior to this meeting an electronic Developers Information Package will be provided to those who [register for the site meeting](#). Proponents will be required to sign and submit the Non-Disclosure and Confidentiality Agreement prior to receiving the information package. See Appendix G – Non-Disclosure and Confidentiality Agreement.

FREEDOM OF INFORMATION AND PROTECTION PRIVACY ACT

The Town is required by law to adhere to the requirements of the Freedom of information and Protection Privacy Act, as amended. Any proponent who requires that the information in this proposal be kept confidential shall explicitly advise the Town of that fact by stamping or boldly marking the information as “CONFIDENTIAL”. Release of any information not marked as confidential will be compliance with the Town’s policies and procedures. Proposal results may be reported to Council and the reports are released for public information.

ERRORS AND OMISSIONS

It is understood and acknowledged that while this RFP includes specific requirements, a complete review is required. Minor items not herein specified but reasonably required shall be provided by the successful proponent if specified. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the service aforesaid.

QUESTIONS AND CLARIFICATIONS

Proponents having questions and seeking clarification respecting the RFP shall do so in the following manner:

- Questions shall be submitted via email to the Manager of Economic Development and Tourism, Julia Crowder at jcrowder@smithsfalls.ca;
- Questions shall be submitted no later than 4:00 p.m. on April 15, 2022; and,
- Answers to all submitted questions will be distributed by e-mail to all parties requesting an RFP package and will be posted on the Town’s website on April 22, 2022.

ACCEPTANCE

The submission of a proposal(s) indicates acceptance by the Proponent of the instructions, terms, conditions and requirements or other information as set out in this RFP. Any variations from this information must be submitted in writing with the completed proposal.

MUNICIPAL INFORMATION WAIVER

All information contained in this document and any potential subsequent addenda with request to operations, qualities, values, description of properties, losses etc., are

reasonably and realistically accurate to the best of the Town's knowledge however, accuracy is not guaranteed by the Town.

EXPENSE INCURRED

Submissions are made at the sole expense of the Proponent and the Town takes no responsibility for any expense incurred by a Proponents in preparing and submitting its proposal.

CONFLICT OF INTEREST

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

LEGAL PROCEEDINGS WITH THE MUNICIPALITY

No proposals will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract, bid submission or business transactions.

RIGHTS RESERVED

The following rights are reserved by the Town:

- This request does not commit the Town to award a contract for this RFP. The Town shall not be liable for any expense, loss or damage incurred or suffered by any Proponent as a result of a non-award of this proposal call;
- The Town reserves the right to ultimately select, in its own best judgement, and at its sole discretion the firm it deems best qualified to carry out this agreement. The Town's determination will be final and not open to review or challenge, whether it is alleged that the selection is arbitrary or otherwise not in accordance with standard trade practice;
- The Town reserves the right to cancel, terminate or withdraw this proposal call at any time or to accept or reject all or any part of any proposal;
- The Town reserves the right to retain all proposals submitted and to employ any concepts contained in a proposal regardless of whether or not that proposal is selected;

- The proposal with the lowest or highest purchase price will not necessarily be accepted; and,
- The Town reserves the right to enter into further discussions in order to obtain information that will allow the Town to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Town will be served.

Section D – Proposal Evaluation

EVALUATION COMMITTEE

An evaluation committee will evaluate each proposal received in accordance with the evaluation criteria set out below and score the proposals using a “consensus” approach in relation to the criteria and points which are identified herein. One or more proponents may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal. This formal interview, if applicable, would be scheduled as per the proposed timelines. An award may be made solely on the basis of the proposal submission, without a meeting with the Proponent. Final scoring will remain confidential.

Each proposal should contain the Proponent’s best terms/information, including all required documentation and information as listed in the RFP.

A proposal selection team will include the following individuals:

- The Chief Administrative Officer
- The Senior Planner
- The Manager of Economic Development
- The Director of Public Works & Utilities
- The Director of Community Services
- A Parks Canada representative

COUNCIL PRESENTATIONS

Proposal Evaluations will include a presentation to Committee of the Whole as outlined under the Key Dates section. Representatives of the Proponent(s) invited to make a presentation shall be fully versed on the contents of the RFP and the Proponent’s Proposal.

No other Proponent is entitled to be present or to receive any information regarding the presentation of any Proponent. Presentations will be conducted individual and as part of a confidential In-Camera session.

EVALUATION CRITERIA

The staff shall consider price, delivery, compatibility, product specifications, Canadian content and supplier's experience in making its selection.

The following criteria will be considered in the proposal:

Criteria	Weight
Overall Impression, Quality of Proposal	10 points
Qualifications and Relevant Experience	10 points
Vision and Concept Summary	50 points
Development Approach and Financial Capability	20 points
Offer to Purchase (Amount and Conditions)	10 points

Overall Impression, Quality of Proposal:

- Completeness
- Overall Quality & Level of Professionalism
- Reference to the Town's Strategic Plan, Official Plan, Active Transportation Plan, and Downtown Revitalization and Waterfront Integration Master Plan
- Understanding of proposal requirements
- Understanding of vision and development expectations

Qualifications and Relevant Experience:

- Company and/or Partnership summary and background
- Summaries of previous development projects and outcomes which demonstrate the proponent's capabilities and financial security
- Third party references for previous development projects

Vision and Concept Summary:

- Description and detailed drawings of proposed development
- Recognition and response to preserving heritage values of building(s) and surrounding lands, including the Rideau Canal National Historic Site and World Heritage Site
- Accommodate sufficient parking discretely
- Concept that demonstrates environmentally sustainable including the use of natural construction materials

- Inclusion of public art and spaces
- Visually interesting, and aligns with downtown design guidelines

Development Approach and Financial Capability:

- Estimated Project Timelines and ability to complete in a timely manner
- Detailed feasible financial plan
- Bond capability

Offer to Purchase (Amount and Conditions):

- Bid Amount
- Purchase Vs Lease Options
- Conditions of Offer

A higher bid will equate into a higher weight in offering. Evaluations will remain the property of the Town of Smiths Falls and will be confidential.

The Proponent will be chosen on the basis of “best overall value” to the Town as determined by the proposal which attains the highest score out of the 100% available based on the evaluation criteria. The appointment is subject to approval by the Council of the Town of Smiths Falls in accordance with the provisions of the Procurement By-Law.

Section E - Agreement Process and Requirements

The Town may, if necessary, begin scope clarifications, draft contract revisions and final price negotiations. Should the negotiations fail to result in an executed contract with the proponent, the Town of Smiths Falls may, in its sole discretion, elect to terminate negotiations with the proponent and cancel the procurement process.

Prior to commencing any work, the successful proponent will be required to enter into an Agreement of Purchase and Sale (or Agreement to Lease) and Development Agreement with the Town. Within the contract the successful proponent will be required to adhere to building-improvement/commitment timelines as agreed upon.

Immediately after award the proponent may be required to submit:

- Valid WSIB (if appropriate)
- Proof of insurance satisfactory to the Corporation
- Performance Bonds
- Labour and Material Bond

TERMINATION

In the event that the Preferred Proponent fails to act in good faith by refusing or failing to negotiate, execute a Contract Document or obtain development approvals in a timely and reasonable manner, the Preferred Proponent will be deemed to have abandoned all rights and interest in this RFP and all negotiations and contracts with the Preferred Proponent may be discontinued at the discretion of the Town.

In the event such inability to perform continues longer than 30 days after written notice, the Town may terminate this agreement without further liability. The Town may then, in its sole discretion, be free to select another Proponent and enter into negotiations to finalize and execute the Development Agreement with that other Proponent or reject all proposals, revise and reissue the RFP or cancel this RFP and/or pursue any other rights or remedies available, or otherwise at law or in equity.

CONTRACT DISPUTES

In the event of a dispute between the Town and the Successful Proponent, both parties agree to appoint representatives, who in good faith, will use their best efforts to resolve the dispute.

Should the representative be unable to promptly resolve the dispute, both parties shall agree to continue the work as required being understood that neither party will jeopardize any claim they may have.

INSURANCE AND INDEMNIFICATION

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Town with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / \$5,000,000.00 annual aggregate for any negligent acts or omissions by the bidder relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the Town of Smiths Falls as Additional Insured, subject to a waiver of subrogation, with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

Professional Liability insurance covering the work and services described in this Agreement for an amount not less than two million (\$2,000,000) per occurrence. If such insurance is issued on a claims made basis, coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement or contain a 24-month extended reporting period.

Environmental Liability for a limit of not less than \$5,000,000. Per Incident / Aggregate covering third party liability including on-site and off-site clean-up cost and restoration. Coverage shall be written to include gradual and sudden/accidental basis. If coverage is written on a claims made basis, coverage shall be maintained for a period of 2 years subsequent to the conclusion of services or contact 24-month extended reporting period.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the bidder and the Town shall bear no cost towards such deductible.

The bidder is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the Town.

Such insurance shall be placed with an Insurer licensed to conduct business in Ontario. The bidder shall provide the Town with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled, modified or lapsed unless the Insurer notifies the Town in writing at least thirty (30) days prior to the effective date of the cancellation / change. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Town.

Indemnification: The successful bidder shall defend, indemnify and save harmless the Corporation of the Town of Smiths Falls, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including

loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by bidder, their officers, employees, agents, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

SEVERABILITY

In the event that any provision shall be judged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provision shall continue to be valid, binding and in full force and effect.

GOVERNING LAW

Any contract resulting from the RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

APPENDIX A – PARCEL IMAGES



Figure 1
(left): Map of Water Treatment Plant and surrounding lands



Figure 2
(right): Parcel A



Figure 3
(left): Parcel B



Figure 4
(right): Parcel C (Crown Lands)

Disclaimer: Site maps are a visual representation of the land and buildings and are in no way a legal survey or an exact measurement.

APPENDIX B – LEGAL DESCRIPTION

Property Owner	
Parcel A	The Corporation of the Town of Smiths Falls
Parcel B	The Corporation of the Town of Smiths Falls
Parcel C	Her Majesty the Queen in Right of Canada (Rideau River Bed)
Type of Property	Vacant Mixed Use Commercial
Municipal Address	25 Old Mill Road, Smiths Falls ON
Legal Descriptions	
Parcel A	Part Bed of Rideau River, Plan 13884 Lanark S South Elmsley; Part Triangle Piece of Land Lying South of and Adjoining Lot 51 and 52 N/S Strathcona Street Plan 13884 Lanark S South Elmsley; Part of Lot U Jackson Island, Plan 13884 Lanark S South Elmsley; Pts 1-6 27R5756 and as in SF15426, SF18352, SF18470, SF21936, Town of Smiths Falls
Parcel B	Part Lot U Jason Island Plan 13884 Lanark S South Elmsley Lying S of Parts 29 & 30, 27R2396, Town of Smiths Falls Lot 50, N/S Strathcona St. Plan 13884 Lanark S South Elmsley; Part Lot 49, N/S Strathcona St. Plan 13884, Lanark S South Elmsley, Part Lot 27, S/S Main St. Plan 13884 Lanark S South Elmsley All As In RS45131, S/T RS45131, Town of Smiths Falls (10 Old Mill Road) Strathcona Street Plan 13884 Lanark South Elmsley Lying BTN Old Mill Road and George Street; Town of Smiths Falls (Strathcona Street Allowance) Part of the bed of the Rideau River lying east of lot 55 and 56, and west of block U, Jason Island, plan 2857, Town of Smiths Falls, being Parts 29 and 30, Plan 27R- 2396.
Parcel C	Part of the bed of Rideau River, lying north of Ward’s Island and Part of Ward’s Island, Registered Plan 13884, being of Part 1 on Plan 27R-2206
Land Area	
Parcel A	±48,351.6 square feet (4,492.01 m ²)
Parcel B	±77,536.8 square feet (7,203.40 m ²)
Parcel C	21,527 square feet (2,000 m ²)
Zoning	
Parcel A	Open Space, Flood Plain Adjacent (OS[f])
Parcel B	Open Space, Flood Plain Adjacent (OS[f])
Parcel C	Open Space (OS)

TOWN OF SMITHS FALLS - APPENDIX C

WATERWORKS BUILDINGS: DESIGNATION UPDATE

11-03-2022

INTRODUCTION

MTBA Associates Inc. was retained to prepare this brief RFP appendix document that provides heritage background information on the subject property. It will serve in the interim, until the complete Heritage Bylaw is updated and passed by the municipality, later in 2022. The RFP identifies further details relating to heritage issues and the contextual aspects of property redevelopment, in accordance with the Official Plan. A prospective proponent will be required to provide a Heritage Impact Assessment in support of a planning application, which will address heritage planning issues in more depth, identify and document the property and its specific attributes, evaluate the impact of a proposed development on the built heritage resource and recommend mitigative measures or alternative development approaches to conserve the heritage attributes of the structures on the site. This document will assist a proponent with better understanding of the coming adjustments to the heritage designation, a common circumstance for early designations prior to the Ontario Heritage Act update in 2006.

1 HERITAGE PROPERTY DESCRIPTION

The former Smiths Falls Waterworks comprises four buildings that are located along Old Mill Road. Its location on the Rideau Canal is indicative of the mid and late-nineteenth-century industrial development of the milling industry in Eastern Ontario and the reliance on waterpower of this period. The built heritage utility, though considerably evolved over time, was originally owned by Captain Adam Foster, an important local entrepreneur in Smiths Falls in the late 19th century. Foster developed an early system of waterworks in Smiths Falls, receiving the contract in 1886 to lay down a series of water pipes below ground on the east side of Beckwith Street, which would also supply the water tanks for the Canadian Pacific Railroad (CPR) yards. He expanded the system throughout the major streets of Smiths Falls during the following decade, and in 1891, struck a deal with the Town, whereby the council could purchase the facility, which it did by 1899. The Town expanded its waterworks program throughout the early 20th century by purchasing water rights, and adding the brick filter plant in 1924, an extension in 1952, and renovation in 1955.

The waterworks complex was designated a heritage property by the Town in 1977 for its historic and architectural value/interest.

Building Property Name:	Waterworks Building Complex (4 buildings)
Address:	25 Old Mill Road
Original Owner:	Captain Adam Foster/Smiths Falls Water Commission
Present Owner:	The Town of Smiths Falls
Date Built and additions:	1868/ca. 1886/1924/1952
Original Architects/Contractor:	Unknown
Original Use:	Grist Mill/Waterworks/Pumping Station
Present Use:	Vacant
Designation:	OHA Part IV, BY-LAW NO. 4350-77

1. CULTURAL HERITAGE VALUE

Location (Contextual Value): The location of the waterworks complex is very significant to the economic development of the Town of Smiths Falls. The site, on the Rideau Canal World Heritage Site and National Historic Site of Canada, and its early development, is indicative of the important role the canal played in the settlement of the area in the late 1820's. The water system in Smiths Falls

drove transportation, and was essential in mid-19th century industrial development - specifically for the milling industry, which was highly dependent upon water power.

Architectural Detailing (Design/Physical Value): The architectural values are expressed in the various phases of buildings, which illustrate the evolution of purpose-built industrial buildings spanning over a century. Their materials, inclusive of limestone, brick, concrete and concrete block, illustrate the evolution of architectural styles and industrial shell materials. The buildings as a group maintain an overall sense of balanced asymmetry and individual block symmetry, with limited openings, regardless of their extension phase. Their architectural detailing, though not consistent, is masonry-oriented and maintains an added design value, inclusive of stone quoins, voussoirs, stone sills and various cornices.

Historical and/or Associative Value: The waterworks complex is integral to the history of Smiths Falls in its connection to the settlement and the industrial economy of the area, as well as the several key founding entrepreneurs of Smiths Falls such as Abel Ward and Adam Foster. It represents some of Smiths Falls earliest economic construction, specifically a series of mills that covered Jason and Ward Islands. After the purchase of the water system by the Town in 1899, the Water Commission expanded the facility significantly, to keep up with the demands of the growing population and industry. The Town established control over the water rights, powering other major industry such as the Canadian Pacific Railway Steam Engines, as well as providing a safe water supply to its residents and those of the surrounding area.

2. HERITAGE ATTRIBUTES

Heritage attributes and character-defining elements are the manifestation of a property's heritage value. Therefore, it is very important to protect and enhance these attributes/elements in order to ensure protection of value to the community.

Character-Defining Elements (Entire Site):

- The entire complex's location, along the Rideau Canal World Heritage Site and National Historic Site, in the core area of the Town, at a significant channel riverbend in front of Jason Island;
- The historical significance of the property to the foundations of and formation of industry in Smiths Falls, and as a familiar landmark in the region;
- The series of buildings, and their relation to each other, showing the evolution of the site as a flour mill, pumping station, then filtering plant;
- Its adjacency to the FHBRO-Recognized Federal Heritage Site Wood Mill Complex; and
- Its associations with Abel Ward, one of the first permanent settlers of the area and founder of the original milling complex, and Captain Adam Foster, a key early entrepreneur.

CHARACTER-DEFINING ELEMENTS - BUILDING SPECIFIC:

Building 1: Built for Jason Gould Junior in 1868 as a Stone Gristmill, it is a three-storey limestone building, which was later acquired by Adam Foster in 1881. The town of Smiths Falls purchased the building, and the water rights for the mill, from Foster in 1910, (10 years after the purchase of Building 2). The building was used to house the water driven pump.

- Three-storey + basement limestone building, with corner quoins
- Flat roof
- Brick chimney
- Symmetrical openings, two per storey at west façade, three per storey at north façade, three openings at the east, with decorative stone lintels
- Double-hung windows with stone sills
- Date stone above west entrance
- West entrance extrusion with masonry piers
- Porch with balustrade of masonry corner piers and caps, steel guard rails.

Building 2: Constructed circa 1886, purpose-built by Adam Foster, to house the original pumping station. The site may have originally been the Electric Light Station, which likely was torn down to build the pumping station. The pumping station was purchased by the Town of Smiths Falls in 1899.

- Red Brick, three-storeys
- Flat roof
- Decorative brick cornice on west façade
- Arched openings, three per storey on west façade, two per story on east, with stone sills, brick keystones and voussoirs
- Wood double hung windows and frames and transoms
- Arched entrance door at centre (west façade)

Building 3: The original filtration plant and extension (1924 & 1927). The site was originally George Steel's Planing Mill. The Filtration plan was modernized in 1955, including a full overhaul of the water distribution system.

- Red Brick, two-storeys
- Concrete and cement plaster foundation
- 7 structural bays separated by brick pilasters and header bricks as cornice
- Large openings, one per bay with stone sills
- Flat roof
- Plaque with inscription "Smiths Falls Water Treatment Plant, 1955"
- Entrance canopy with flat roof, supported by brick columns
- Red Brick gable on extension

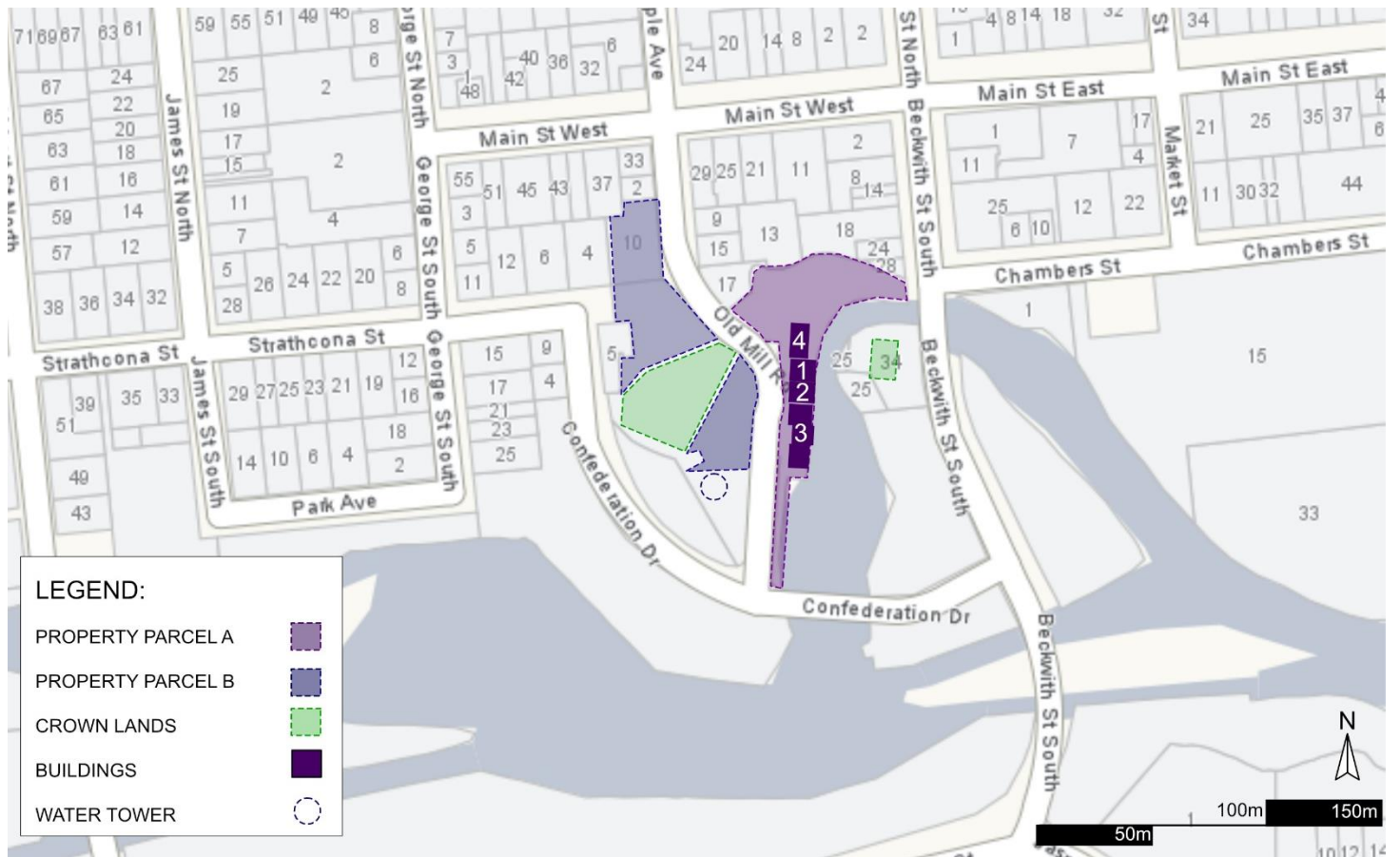
Building 4: The single-storey concrete block building (filter plant) north of the original stone mill built in 1952. Note: This building generally has less value than the other three.

- Purpose-built, concrete block construction
- Flat roof
- Garage-door openings (x3) at west façade
- Man-door, centrally located at west façade
- Window openings (x5) at east façade
- Informative plaque with inscription
-

3. REFERENCES

- Smiths Falls: A Social History of the Men and Women in a Rideau Canal Community, 1794-1994, by Glenn J. Lockwood
- A History of the Smiths Falls Lock Stations, 1827-1978 by Peter DeLottinville

4. SITE PLAN



5. PHOTOGRAPHS OF CHARACTER-DEFINING ELEMENTS



1 Image showing the corner stone quoining on Building 1, and openings, including stone lintels and sills. *Image: MTBA.*



2 Date stone, bearing inscription 1868 on Building 1, above the west entrance extrusion with masonry piers. *Image: MTBA.*



3 Buildings 1, 2 and 3, west façade. Building 2's character-defining elements are especially notable, including the arched windows, stone sills, wooden double-hung windows and decorative cornice. *Image: MTBA.*



4 Detailed view of Building 2's intricate brickwork, including radiating voussoirs above the arched windows. The decorative brick cornice visible at the building's roofline. *Image: MTBA.*



5 Building 3 and its seemingly three distinct rectangular volumes. The first two volumes (left and centre) are two-stories and are constructed of brick. Their geometry and use of brick complements the adjacent Building 2. The openings appear to be recessed within each structural bay, separated by brick pilasters. Each recessed bay has a decorative brick voussoir. The third volume is a basement at the south end of the complex (right), with a metal gable roof. *Image: MTBA.*

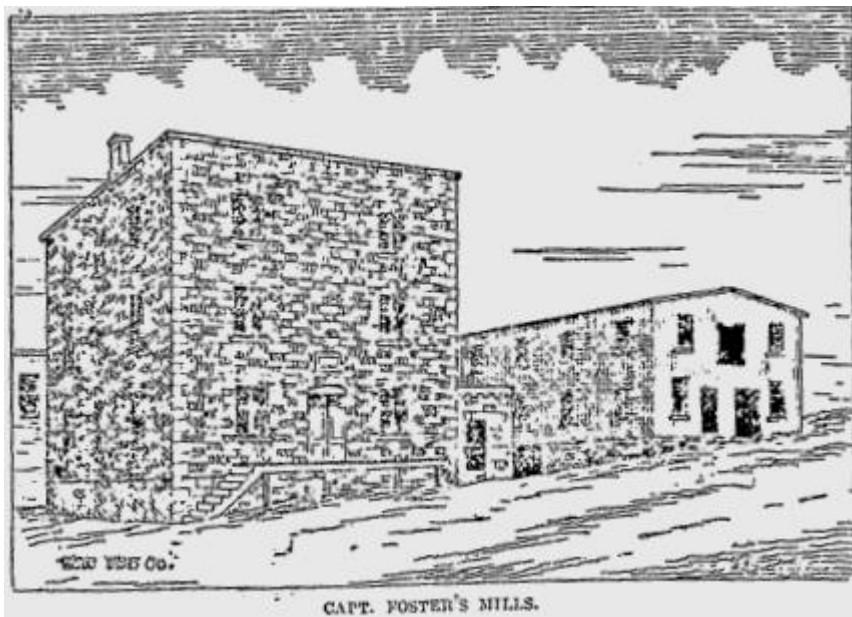


6 Inscription plaque on Building 3, recording the building's use as a water treatment plant after 1955 renovation. *Image: MTBA.*

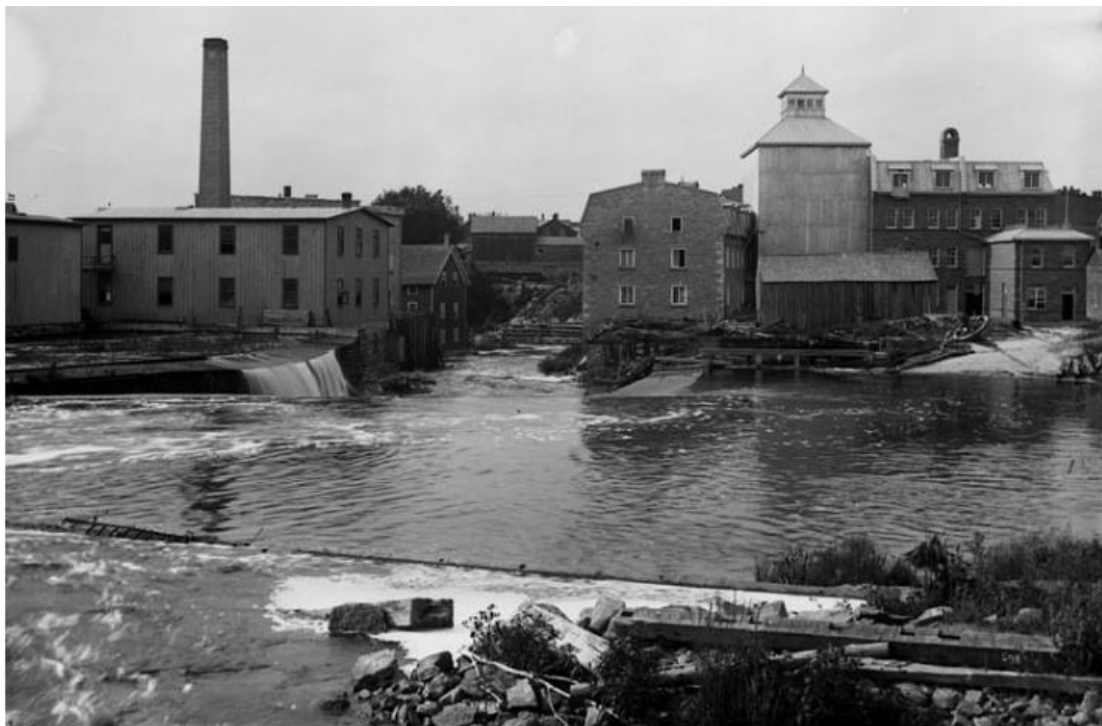


7 Building 4 (left), located just north of Building 1, built in 1954. The building's concrete block construction and garage openings illustrate its function and use. The building's inscription plaque is a character-defining element. *Image: MTBA.*

6. HISTORIC IMAGES AND PHOTOGRAPHS



- 8 Sketch of Adam Foster's Mills from a feature promoting Smiths Falls in the Toronto Mail Newspaper, March 5, 1887. Limestone building on the left is the existing Building 1 of the Waterworks Complex. The building was constructed in 1886, for James Gould, and later sold to Adam Foster. The Town of Smiths Falls purchased Building 1 from Foster in 1910. *Image: Toronto Mail Newspaper, March 5, 1887, and referenced in Lockwood.*



- 9 View north showing the early mills, ca. 1891. From left to right, the planning mill of George Steele, the stone mill built by James Gould in 1868 (just showing; now part of the Waterworks Complex), the woollen mill of Darius Allport, all on west side of channel. On the east side: the stone Grist Mill built by Abel Ward, and the frame elevator and large stone roller mill added on by Alexander Wood. *Image NAC PA-10803, and referenced in Lockwood.*



10 Current view of the Waterworks Complex on the left of image, and the Wood Mill FHBRO Recognized Heritage Site on the right (the stone Grist Mill built by Abel Ward, and the frame elevator and large stone roller mill added on by Alexander Wood). *Image: MTBA.*



11 Aerial image of Waterworks Complex, 1958. *Image: Heritage House Museum.*

APPENDIX D – SERVICING DETAIL IMAGES

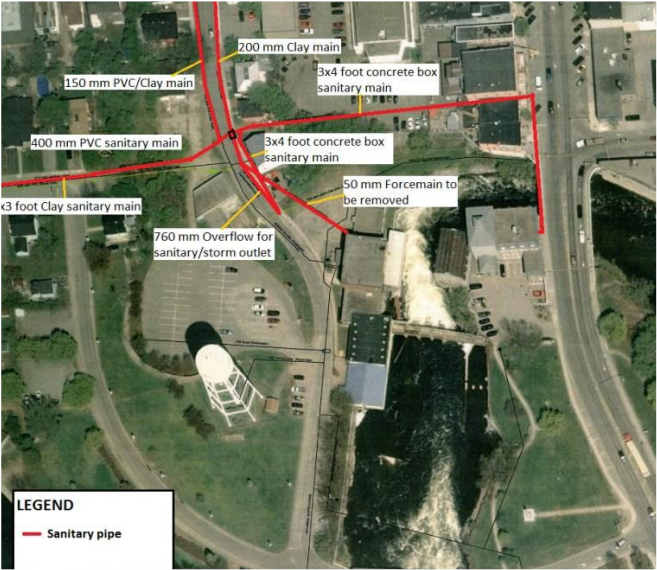


Figure 5: Sanitary Services

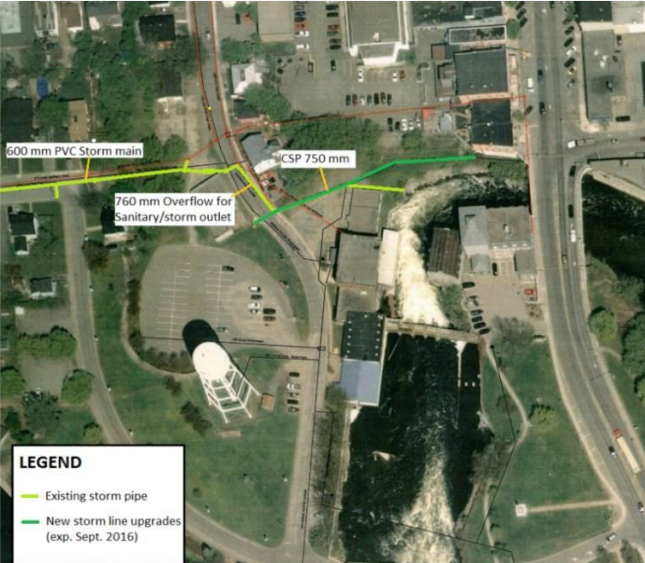


Figure 6: Storm Water Services



Figure 7: Water main Services



Figure 8: Concept drawing of possible pedestrian linkages in and around the subject site.

**Agreement of Purchase and Sale
Commercial**

Form 500 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this..... day of 20.....

BUYER,....., agrees to purchase from
(Full legal names of all Buyers)

SELLER,....., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address.....
fronting on the side of.....
in the
and having a frontage of more or less by a depth of more or less
and legally described as
..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$).....
.....Dollars

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
..... Dollars (CDN\$).....

by negotiable cheque payable to..... "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.
For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,
unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by until a.m./p.m. on
(Seller/Buyer)
the day of 20....., after which time, if not accepted, this
offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the day
of 20..... Upon completion, vacant possession of the property shall be given to the
Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address:
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



APPENDIX F – SUBMISSION FORM

CORPORATION of the TOWN of SMITHS FALLS
ECONOMIC DEVELOPMENT

Tender for the Redevelopment of the Former Water Treatment Plant- 25 Old Mill Road
Contract # 22-ED-01

The Department of Economic Development and Tourism wishes to obtain requests for proposals for the redevelopment of the former water treatment plant located at 25 Old Mill Rd.

SUBMITTED BY: _____

ADDRESS: _____

SIGNED BY: _____

(Authorized person must sign)

DATE: _____

Acknowledgement of Addendum(s) # _____ of _____

****Please include a copy of the Addendums with your submission.**

Documents will be received in sealed envelopes clearly marked as to contents. Requests for proposals must be received by the Office of the Clerk, by **May 6, 2022 at Noon.**

Address: Town of Smiths Falls
77 Beckwith Street North
Smiths Falls ON K7A 2B8

Tel. (613)283-4124 ext.102
Fax. (613)283-4764
E-mail kcostello@smithsfalls.ca

The lowest or any quote will not necessarily be accepted.

Any Additional Comments:

Having informed ourselves fully of the conditions relating to the work to be performed and services provided, and having carefully examined the above-noted documentation submit the attached proposal and offer to perform the said work/services in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to the Town of Smiths Falls, all professional services necessary to carry out properly to complete the said work for the following fee of lawful money of Canada.

Date
(I have the authority to bind the Corporation)

Signature

APPENDIX G – NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of _____, 20____ (the "Effective Date") and is between

The Corporation of the Town of Smiths Falls
("Disclosing Party")

AND

("Receiving Party")

The Receiving Party has indicated an interest in exploring a potential business relationship relating to the Redevelopment of the Former Water Treatment Plant Located at 25 Old Mill Rd (the "Transaction").

In connection with its respective evaluation of the Transaction, the Disclosing Party, its affiliates and its officers, employees, agents or advisors (collectively, "Representatives") will provide access to certain confidential and proprietary information to the Receiving Party. In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

1. Confidential Information

"Confidential Information" shall mean (i) all information relating to Disclosing Party's business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, technical advice or knowledge, contractual agreements, supplier lists, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of Disclosing Party and its affiliates that may be at any time furnished, communicated or delivered by Disclosing Party to Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of Disclosing Party's facilities; and (iv) all other non-public information provided by Disclosing Party whatsoever. All Confidential Information shall remain the property of Disclosing Party.

2. Exclusions from Confidential Information

The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;
- b. If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;

- c. If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
- d. If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or
- e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. **Obligation to Maintain Confidentiality**

- a. Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
- b. Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
- c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party;
- d. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and
- e. The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will Receiving Party or any of its Representatives be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

4. **Non-Disclosure of Transaction.** Without Disclosing Party's prior written consent, neither Receiving Party nor its Representatives shall disclose to any other person except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that Disclosing Party and Receiving Party are having discussions or negotiation concerning the Transaction; or (c) any of the terms, conditions or other facts with respect to the Transaction.

5. **Representatives.** Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

6. **Disclaimer.** There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

7. **Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

8. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

Disclosing Party:

The Corporation of the Town of Smiths Falls
Attention: Julia Crowder, Manager of Economic Development and Tourism
77 Beckwith St. N., Smiths Falls, ON K7A 2B8
Phone number: 613-283-4124 x 1107
Email: jcrowder@smithsfalls.ca

Receiving Party

Company Name: _____
Representative name: _____ Title: _____
Address: _____
Fax number: _____
Email: _____

Receiving Party:

**Signature of Authorized Signing Officer
Name (Print):**

Date

