

AGENDA

REGULAR MEETING OF CITY COUNCIL

2012 04 02

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2011 03 19 and the minutes of the Joint Council Meeting of 2012 03 12 be approved.

2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the Agenda for 2012 04 02 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Lorie Park, Volunteer President, Canadian Cancer Society – Algoma Unit will be in attendance concerning proclamation – Daffodil Month.
- b) Jean Trudelle, Chair, Volunteer Appreciation Dinner Ceremony will be in attendance concerning proclamation – National Volunteer Week.
- c) Daniel McCoy, Chair, Youth Empowerment Council will be in attendance concerning proclamation – Change The World Ontario Volunteer Youth Challenge.

- d) Joe Valente, Vice President – Ameresco Canada Inc. will be in attendance concerning agenda item 5.(c).
- e) Dorothy Motluk of the Zonta Club of Sault Ste. Marie, Annette Katajamaki, Executive Director, Canadian Mental Health Association and Leanne Murray, President, Canadian Mental Health Association will be in attendance concerning an upcoming event.
- f) Julie Hyrneiwicz, Sault Ste. Marie Ratepayers Association will provide an update on the upcoming Regional RA Conference.
- g) Jill Pateman, Chair – Community Quality Research Institute will be in attendance concerning agenda item 5.(c)
- h) Jason Naccarato, Innovation Centre will be in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

5. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

Mover: Councillor R. Niro

Seconder: Councillor P. Mick

Resolved that all the items listed under date 2012 04 02 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO, OGRA, and FONOM is attached for the information of Council.
- b) Correspondence from the City of Mississauga (concerning telecommunications tower/antenna facilities protocol), the Township of Havelock-Belmont-Methuen (concerning Ontario Wildlife Damage Compensation Program) and the Municipality of Clarington (concerning Horse Racing Industry) is attached for the information of Council.
- c) Correspondence from Ameresco is attached for the information of Council.
- d) A letter from the Chair, Community Quality Institute concerning the dissolution of the organization is attached for the information of Council.
- e) A letter of request for a temporary street closing is attached for the consideration of Council.
 - 1) On St. Mary's River Drive from Delta Hotel driveway to Zellers entrance near 49 St. Mary's River Drive on August 18 (August 19 rain date) in conjunction with the Heart and Stroke Walk, Car and Motorcycle Show

The relevant By-law 2012-63 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

f) **Council Travel**

Mover: Councillor R. Niro

Seconder: Councillor P. Mick

Resolved that Mayor Debbie Amaroso, Councillors Marchy Bruni, Steve Butland, Paul Christian, Joe Krmpotich, Susan Myers, Terry Sheehan and Lou Turco be authorized to travel to the 2012 AMO Annual Conference being held in Ottawa (4 days in August) at an estimated cost to the City of \$2,000 each.

g) **Staff Travel**

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

Mover: Councillor R. Niro

Seconder: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2012 04 02 concerning Staff Travel requests be approved as requested.

h) **Tender for Selected Granular Materials**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the Report of the Manager of Purchasing, dated 2012 04 02, be endorsed and that the tender for the supply of Selected Granular Materials, required by the Public Works & Transportation Department, be awarded as recommended.

i) **SSM Municipal Heritage Committee Heritage Building Walking Tour Brochure to Commemorate the City's 100th Anniversary**

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the Report of the Manager of Recreation and Culture dated 2012 04 02 concerning Heritage Building Walking Tour Brochure be accepted and the recommendation to use up to \$2,000 from the Municipal Heritage Committee Reserve Fund to produce and print the brochure be approved.

j) **Rosedale Ravine Culvert Installation – Contract 2012-6E**

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

The relevant By-law 2012-61 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) **East End Biofilter Upgrades – Contract 2011-7E**

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

The relevant By-law 2012-59 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

l) **Resurfacing of City Street – 2012 Miscellaneous Construction Program**

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

Mover: Councillor R. Niro

Seconder: Councillor P. Mick

Resolved that the report of the Director of Engineering Services dated 2012 04 02 concerning 2012 Resurfacing of City Streets be received as information.

m) **158 Sackville Road**

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

Mover: Councillor R. Niro

Seconder: Councillor B. Watkins

Resolved that the report of the Assistant City Solicitor dated 2012 04 02 concerning 158 Sackville Road be accepted and the recommendation to declare the property surplus and dispose of it by closed bid be approved.

n) **Easement Required for the Portion of the Hub Trail Over Sault Ste. Marie Region Conservation Authority Property in the Area of the Fort Creek Conservation Area**

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

The relevant By-law 2012-56 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

o) **New Comprehensive Signs By-law – Request to Extend the Digital Signs Moratorium**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the report of the Planning Division dated 2012 04 02 concerning the New Comprehensive Signs By-law – Request to Extend the Digital Signs Moratorium be received and the recommendation that City Council accept this report and;

- 1) Authorize staff to provide public notice of an open house scheduled for Wednesday, April 25, 2012; and

- 2) Extend the moratorium on all future digital sign requests until June 30, 2012 be approved.
- p) A letter from a participant of the recent CARHA tournament is attached for the information of Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Application No. A-8-12-OP – Peggy and Frank Naccarato – 790 Town Line Road

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the report of the Planning Division dated 2012 04 02 concerning Application No. A-8-12-OP – filed by Peggy and Frank Naccarato be received as information.

The relevant By-law 2012-57 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

b) Application No. A-10-12-OP – filed by 1372055 Ontario Limited c/o Scott MacWilliam – 750 Korah Road

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

Mover: Councillor R. Niro

Seconder: Councillor P. Mick

Resolved that the report of the Planning Division dated 2012 04 02 concerning Application No. A-10-12-OP – filed by 1372055 Ontario Limited be received as information.

The relevant By-law 2012-58 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) EDF Request – Combined Heat and Power (CHP) Prefeasibility Study

A report of the CEO, Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor R. Niro

Seconder: Councillor B. Watkins

Resolved that the report of the CEO, Economic Development Corporation dated 2012 03 25 concerning EDF Request – Combined Heat and Power (CHP) Prefeasibility Study be accepted and the recommendation to provide funding of \$20,000 from the 2012 Economic Diversification Fund towards this study be approved.

**7. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS
PLACED ON AGENDA BY MEMBERS OF COUNCIL**

a) Mover: Councillor R. Niro

Seconder: Councillor S. Butland

Whereas on September 2, 2009, Prime Minister Harper announced \$44M in new funding to redevelop the Canadian Customs Plaza at the Sault Ste. Marie International Bridge; and

Whereas the funding being provided has come from the Gateway and Border Crossings as part of Prime Minister Harper's Build Canada Plan; and

Whereas the fund provides support for transportation infrastructure and related initiatives to develop and exploit Canada's strategic gateways, trade corridors and border crossings; and

Whereas the International Bridge Authority has spent considerable time and effort in arriving at a recommended plan that included extensive engineering design and public consultation; and

Whereas with existing available funding, efforts to acquire the properties to ensure the approved plan can be implemented in a timely fashion have not been successful, and

Whereas in order to begin the project an amended plan has been prepared that does not adequately take into consideration all the key principles of the original design and reduces the effectiveness of the facility to be a transportation network between two nations, and

Whereas additional funds are needed to address implementation as originally envisioned,

Therefore be it resolved that City Council support efforts by the Mayor, City staff working with MP Bryan Hayes, Federal staff and St. Marys River Bridge Company in exploring opportunities for additional funding required to move forward in a timely manner the construction of the approved plan for the Canadian Customs Plaza at the Sault Ste. Marie International Bridge.

- b) Mover: Councillor S. Myers
Seconded: Councillor T. Sheehan

Whereas Kohler Avenue is scheduled to be reconstructed in 2015, and
Whereas the street surface is increasingly breaking down and requires ongoing costly maintenance to be kept useable and is becoming a hazard to motorists and a risk to their vehicles, and

Whereas the street has a very high residential population due to the presence of numerous apartment buildings with many residents using the street on a daily basis,

Therefore be it resolved that the Engineering Staff review the current five year for residential road reconstruction and consider moving the date for the Kohler Ave reconstruction up to the earliest possible time frame.

- c) Mover: Councillor S. Butland
Seconded: Councillor P. Christian

Resolved that Council request EDC staff to initiate discussions with Alan Champagne, CEO of Eco-flex located in Legal, Alberta and Andrew Horsman, Executive Director of Ontario Tire Stewardship located in Toronto, Ontario expressing interest in and promoting the advantages and financial incentives in situating a recycled rubber manufacturing facility in Sault Ste. Marie.

- d) Mover: Councillor S. Butland
Seconded: Councillor P. Christian

Whereas the issue of water quality – particularly the taste and odour of municipal water, has been an ongoing issue in the east end of the City for well over a year; and

Whereas the conversion by PUC Inc. from disinfection of municipal water with chloramine to disinfection with free chlorine elicited concerns from residents across the City; and

Whereas such conversion may have exacerbated the east-end water quality situation; and

Whereas this situation appears to have prompted a spike in the sales of bottled water (reportedly 70,000 bottles in one week at one outlet)

Now Therefore Be It Resolved that PUC Inc. be requested to conduct a city-wide third party random survey to determine the perceived impact of the conversion to disinfection with free chlorine; further that PUC Inc. be requested to advise what mitigating actions may be necessary to deal with the situation.

8. **COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

10. **CONSIDERATION AND PASSING OF BY-LAWS**

By-laws before Council TO BE PASSED which do not require more than a simple majority.

AGREEMENTS

a) **2012-59**

A by-law to authorize a contract between the City and Avery Construction Ltd. for biofilter upgrades at the East End Water Pollution Control Plant.

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

b) **2012-61**

A by-law to authorize a contract between the City and Palmer Construction Group Inc. and STEM Engineering Group Incorporated for the Rosedale Ravine slope stabilization.

A report from the Design and Construction Engineer is on the agenda.

c) **2012-62**

A by-law to authorize a contribution agreement between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the purpose of funding.

DEVELOPMENT CONTROL

d) **2012-55**

A by-law to designate the lands located at 421 Albert Street West an area of site plan control.

EASEMENT

e) **2012-56**

A by-law to authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail located on its property in the area of the Fort Creek conservation area subject to the condition that the City pay any property taxes that may be levied against the Conservation Authority property upon which this portion of the hub trail is located.

A report from the Assistant City Solicitor is on the agenda

OFFICIAL PLAN AMENDMENTS

- f) **2012-57**
A by-law to adopt Amendment No. 184 to the Official Plan for the City of Sault Ste. Marie.
- g) **2012-58**
A by-law to adopt Amendment No. 183 to the Official Plan for the City of Sault Ste. Marie.

TEMPORARY STREET CLOSING

- h) **2012-63**
A by-law to permit the temporary closing of St. Mary's River Drive from the Delta Waterfront Hotel to 49 St. Mary's River Drive to facilitate the Heart & Stroke Foundation Walk & Roll.

ZONING

- i) **2012-45**
A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 492 Pine Street.
- j) **2012-54**
A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 421 Albert Street West.

11. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor L. Turco
Seconder: Councillor P. Mick
Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2012 03 19

4:30 P.M.

COUNCIL CHAMBERS

Present: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, R. Niro, P. Christian, T. Sheehan, F. Manzo, P. Mick

Officials: J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, M. Zuppa, D. McConnell, F. Coccimiglio, E. Pino, P. Liepa, D. Gowans, C. Murphy, D. Maki, J. Febbraro

Absent: Councillors F. Fata, B. Watkins

1. ADOPTION OF MINUTES

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2012 03 05 be approved. CARRIED

2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the Agenda for 2012 03 19 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Kim Seabrook, President, Autism Ontario – Sault Ste. Marie Chapter was in attendance concerning proclamation – Autism Awareness Month.

- b) Brian Curran, President and Kim Seabrook, Executive Director – Safe Communities Partnership were in attendance to provide an information update.
- c) Finance Department Best Practices – Peter Liepa, City Tax Collector and Frank Coccimiglio, Manager – Information Technology Division were in attendance concerning on-line property tax bills.

PART ONE – CONSENT AGENDA

5. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that all the items listed under date 2012 03 19 – Part One – Consent Agenda be approved as recommended with the exception of agenda item 5.(f).

- a) Correspondence from Ontario Small Urban Municipalities, AMO, and OGRA was received by Council.

Councillor Bruni declared a pecuniary interest under agenda item 5.(a) – (AMO) as he is employed by OLG.

Councillor Christian declared a pecuniary interest under agenda item 5.(a) – (AMO) as his spouse is employed by OLG.

- b) Correspondence from the City of Kingston (support for increase in provincial payment-in-lieu of taxes) and Town of Penetanguishene (payments-in-lieu of taxes for heads and beds) was received by Council.
- c) Correspondence from the Minister of Infrastructure/Transportation and from Prince Township concerning winter maintenance of Highways 550 and 565 was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Whereas Council of the City of Sault Ste. Marie passed a resolution at its meeting of November 21, 2011 requesting the Ministry of Transportation to review and rethink the wisdom of its contract with Transfield Services for the winter maintenance of provincial highways 550 and 565 in Prince Township; and Whereas the Minister of Transportation, by correspondence dated March 1, 2012, advises that negotiations continue between the City and the Ministry with a view to the City providing winter maintenance of provincial highways 550 and 565; and

Whereas the Township of Prince, by correspondence dated March 7, 2012, advises that the winter maintenance provided by Transfield Services during the

2011/2012 winter season has deteriorated significantly and has been inconsistent both in the level and quality of service;

Now Therefore Be It Resolved that Council of the City of Sault Ste. Marie encourage the Ministry of Transportation to recognize the valid concerns and logistical issues previously stated by both the City of Sault Ste. Marie and the Township of Prince and that the Ministry amend the contract with Transfield Services such that the City of Sault Ste. Marie provide future winter maintenance of Highways 550 and 565 in Prince Township. CARRIED

d) **Staff Travel**

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

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Chief Administrative Officer dated 2012 03 19 concerning Staff Travel requests be approved as requested. CARRIED

e) **Council Travel**

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that Councillor Lou Turco be authorized to travel to the AMO Board of Director's meeting being held in Toronto (2 days in March) at an estimated cost to the City of \$300. CARRIED

f) **Council Chamber Refresh – Video Screens**

The report of the City Clerk is attached for the consideration on Council.

Moved by: Councillor S. Myers

Seconded by: Councillor P. Mick

To defer agenda item 5.(f) to budget (April 2, 2012). DEFEATED

Moved by: Councillor R. Niro

Seconded by: Councillor L. Turco

Resolved that the report of the City Clerk dated 2012 03 19 concerning Council Chambers Refresh – Video Screens be received and the recommendation that two flat screen monitors be purchased at an estimated cost of \$10,000 with funds to come from the unspent Council Travel reserve be approved. CARRIED

Recorded Vote:

For: Mayor D. Amaroso, Councillors S. Butland, M. Bruni, J. Krmpotich, R. Niro, P. Christian, T. Sheehan

Against: Councillor L. Turco, S. Myers, F. Manzo, P. Mick

Absent: Councillor F. Fata, B. Watkins

g) **Corporate Strategic Plan 2011-2014 – Progress #2**

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

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2012 03 19 concerning 2011-2014 Strategic Plan – Update #2 be received as information. CARRIED

h) **2012 Budget Meeting**

The report of the Commissioner of Finance and Treasurer was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Commissioner of Finance and Treasurer dated 2012 03 19 concerning 2012 Budget Meeting be received as information. CARRIED

i) **2011 Honoraria and Expenses – Mayor and Council and Board and Committee Members**

The report of the Commissioner of Finance and Treasurer was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2012 03 19 concerning 2011 Honoraria and Expenses (Mayor, Council, Board and Committee members) be received as information. CARRIED

j) **Tender for Microsoft Enterprise Licensing Agreement**

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

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2012 03 19 be endorsed and the tender for the supply and delivery of Microsoft Enterprise Licensing, required by the Information Technology Division of the Finance Department, be awarded as recommended. CARRIED

k) **Rubber Sidewalk Pilot Project – Queen Street East**

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

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Design and Construction Engineer dated 2012 03 19 be accepted and that a rubber sidewalk pilot project on the south side of Queen Street East from Pim to Church Streets be approved with funds to come from the overall project costs. CARRIED

l) **Change to Building Permit Fees and Minor Amendments to Building By-law 2008-148**

The report of the Chief Building Official was received by Council.

The relevant By-law 2012-49 is listed under Item 10 of the Minutes.

m) **Earth Hour 2012**

The report of the Environmental Initiatives Coordinator was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Environmental Initiatives Coordinator dated 2012 03 19 concerning Earth Hour 2012 be received as information; further that citizens of Sault Ste. Marie be encouraged to turn out their lights on Saturday, March 31 from 8:30 to 9:30 p.m. CARRIED

n) **Ontario Regulation 397/11 – Energy Conservation and Demand Management Plans**

The report of the Environmental Initiatives Coordinator was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Environmental Initiatives Coordinator dated 2012 03 19 concerning Ontario Regulation 397/11 – energy conservation and demand management be received as information; further that authority to compile, publish and submit to the Minister of Energy the City's:

- energy consumption greenhouse gas emission template by July 1, 2013 and every year thereafter
- energy conservation and demand management plan by July 1, 2014 and a status update every five years thereafter

be delegated to the Environmental Initiatives Coordinator;

further that staff report to Council annually on major corporate-wide energy retrofit and renewable energy projects and their outcomes. CARRIED

o) **Request to Declare Surplus City Owned Property East Side of South Market Street to McNabb Street**

The report of the City Solicitor was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2012 03 19 concerning request to declare surplus city owned property – east side of South Market Street

to McNabb Street be accepted and that part of Part 21, Plan 1R-9431 be declared surplus to the needs of the City. CARRIED

p) **Lane Closing Application – Laurentian Park Subdivision Plan H-535**

The report of the City Solicitor was received by Council.

The relevant By-laws 2012-46 and 2012-47 are listed under Item 10 of the Minutes.

q) **City Renewal of the Continuous Safety Services Agreement with the Electrical Safety Authority**

The report of the City Solicitor was received by Council.

The relevant By-law 2012-51 is listed under Item 10 of the Minutes.

r) **Lease Between the City and Sault Ste. Marie Kennel Club**

The report of the City Solicitor was received by Council.

The relevant By-law 2012-50 is listed under Item 10 of the Minutes.

s) Correspondence from the Premier of Ontario concerning the report of the Commission on the Reform of Ontario's Public Services was received by Council.

t) Correspondence from the M.P. for Nickel Belt concerning Electoral Boundaries Readjustment Act was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor L. Turco

Whereas any readjustment of the boundaries of an electoral district must respect the principle of fair representation, and the inhabitants of Northern Ontario are entitled to be governed by that principle; and

Whereas electoral boundaries commissions, in determining boundaries, do not only consider the average population per electoral district but also give weight to historical, geographic, linguistic (Franco Ontarien population) and democratic factors and principles; and

Whereas it is important that the electoral districts in remote northern and rural regions, because of their low population density and extreme weather conditions, must have reasonable dimensions in order to ensure the fair representation of the inhabitants of those regions; and

Whereas the northern part of Ontario is greater in geographic size than every other province and territory except for Quebec and British Columbia; and

This municipality of Sault Ste. Marie supports the Electoral Boundaries Readjustment Act introduced in the House of Commons by Nickel Belt MP Claude Gravelle that includes broad support across the north and across partisan lines.

We support the electoral districts in Northern Ontario being no less than 10 and that Northern Ontario means the geographic area comprising the following ten current electoral districts:

Algoma – Manitoulin – Kapuskasing; Kenora; Nickel Belt; Nipissing – Timiskaming; Parry Sound – Muskoka; Sault Ste. Marie; Sudbury; Thunder Bay – Rainy River; Thunder Bay – Superior North; Timmins – James Bay. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**

a) Application No. A-8-12-OP – Peggy and Frank Naccarato

The report of the Planning Division was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor L. Turco

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-8-12-OP filed by Peggy and Frank Naccarato be received as information and that the application be approved in principle subject to appropriate conditions being developed by staff. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-8-12-OP – filed by Peggy and Frank Naccarato be received as information and the recommendation of 2012 03 05 that City Council deny this application be approved. DEFEATED

b) Application No. A-9-12-Z – Jim Colizza

The report of the Planning Division was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-9-12-Z – filed by Jim Colizza with the request to rezone the subject property from “R3” (Low Density Residential) to “CT2” (Commercial

Transitional) and that the property be designated as an area of Site Plan Control be approved. CARRIED

c) **Application No. A-10-12-OP – 1372055 Ont. Ltd. c/o Scott MacWilliam**

The report of the Planning Division was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-10-12-OP – filed by 1372055 Ontario Ltd. c/o Scott MacWilliam be received and that the application be approved in principle subject to appropriate conditions being developed by staff within two weeks. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-10-12-OP – filed by 1372055 Ontario Limited be received and the recommendation that City Council defer this application to a later date in order to allow staff the opportunity to conduct a comprehensive review of expanding the Urban Settlement Area to encompass the subject property be approved. OFFICIALLY READ NOT DEALT WITH

d) **Application No. A-11-12-Z.OP – Premiere Landscaping and Garden Centre Inc.**

The report of the Planning Division was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-11-12-Z.OP – filed by Premiere Landscaping and Garden Centre Inc. be received and that this application be deferred until July 2012; further that staff report back to City Council with respect to the possibility of allowing limited residential development within certain parts of the Shield Zone. CARRIED

e) **Application No. A-12-12-Z – Manon Leveille**

The report of the Planning Division was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-12-12-Z – filed by Manon Leveille be received and the recommendation that City Council rezone the subject property from “R2” (Single Detached Residential) zone to “R2.S” (Single Detached Residential) zone with a Special Exception to permit a second dwelling unit to be located within a cellar in addition to those uses permitted in an “R2” zone be approved. CARRIED

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

**7. UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS
PLACED ON AGENDA BY MEMBERS OF COUNCIL**

- a) Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Whereas initial positive reaction from Suncor concerning the sale/lease of the ten acre “tank farm” to the City of Sault Ste. Marie has resulted in zero progress over the past six months; and
Whereas there is apparent reluctance to meet city officials in Sault Ste. Marie regarding this significant waterfront property;
Now Therefore Be It Resolved that Council authorize the Chief Administrative Officer and appropriate staff to propose a meeting of City and Suncor officials at a time and location of their preference. CARRIED
- b) Moved by: Councillor S. Myers
Seconded by: Councillor P. Mick
Whereas the City of Sault Ste. Marie recently hosted a very successful World Cup CARHA event; and
Whereas this event brought hundreds of visitors to our community from all over the world; and
Whereas this event is one of the largest sporting events ever held in Sault Ste. Marie, with an economic impact of about \$11,000,000; and
Whereas hosting this event would not have been possible without the excellent work and co-ordination by the local organizing committee and hundreds of local volunteers and the generous support of Essar Algoma Inc.;
Now Therefore Be It Resolved that a letter of congratulations and appreciation be sent to the organizing committee and Essar Algoma Inc. from the Mayor on behalf of City Council recognizing their valuable contribution to this great event. CARRIED

**8. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS
ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that all by-laws listed under Item 10 of the Agenda under date March 19, 2012 be approved. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that By-law 2012-46 being a by-law to assume for public use and establish as a public lane, a lane in the Laurentian Park Subdivision, Plan H535 be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that By-law 2012-47 being a by-law to stop up, close and authorize the conveyance of a lane in the Laurentian Park Subdivision, Plan H535 be read a FIRST and SECOND time this 19th day of March, 2012 be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that By-law 2012-48 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that By-law 2012-49 being a by-law to amend By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that By-law 2012-50 being a by-law to authorize a Lease agreement between the City and the Sault Ste. Marie Kennel Club for the use of the property at civic 76 Fourth Line West, Sault Ste. Marie, Ontario and to repeal By-law 2012-21 be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that By-law 2012-51 being a by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick
Seconded by: Councillor R. Niro
Resolved that By-law 2012-52 being a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie be PASSED in open Council this 19th day of March, 2012. CARRIED

Moved by: Councillor P. Mick
Seconded by: Councillor R. Niro
Resolved that By-law 2012-53 being a by-law to provide for the taxation exemption for portions of the Essar Centre as a Municipal Capital Facility be PASSED in open Council this 19th day of March, 2012. CARRIED

11. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that Council shall now go into Caucus to consider:
1. the proposed acquisition of property and disposition of property in the area of Carmen's Way; and
2. the potential disposition of city assets; and
3. the proposed disposition of a property on Sackville Road;
Further Be It Resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor P. Mick
Seconded by: Councillor R. Niro
Resolved that this Council now adjourn. CARRIED

MAYOR

CITY CLERK

Malcolm White

From: communicate@amo.on.ca
Sent: March 27, 2012 6:20 PM
To: Malcolm White
Subject: Breaking news: The 2012 Provincial Budget

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL**The 2012 Provincial Budget**

The 2012 Ontario Budget entitled, "Strong Action for Ontario" was delivered in the Legislature by the Honourable Dwight Duncan.

Of significance to municipalities and property taxpayers the Ontario government remains committed to the uploading agreement it made in 2008. Through it, provincial social service and court security costs are being lifted from the municipal property tax base. This has ensured that property tax dollars serve their purpose to fund municipal programs and services.

The budget contains some important changes for municipalities. Among them, proposed changes to public pension plans would help to ensure that they are affordable, viable and realistic over the long term. The government has proposed to create legislation that would make interest arbitration "more transparent, accountable and efficient." This would appear to reflect concerns that have been raised by municipalities and echoed by the Drummond Commission.

The Province has indicated that the 10 Year Infrastructure Plan's allocation of \$35 billion over three years for all public sector infrastructure will remain. It is expected that this will help municipal governments, particularly those with the most urgent needs. However, as the Premier indicated a month ago, the 2012 Budget does not capture the new funding for roads and bridges that he committed to at the 2011 AMO Conference.

Many of the Drummond Commission's recommendations related to programs or services that touch upon municipal governments are contained in the budget.

Specific budget details are below:

Pensions

The government will reform the governance of public-sector defined benefit pension plans. Among other things, this includes the following:

- where deficits exist, plans would be required to reduce future benefits before further increasing employer contributions;
- where employee contributions are currently less than employer contributions, increased employee contributions would also be available to address pension deficits;
- benefit reductions would involve future benefits only. Current retirees would not be affected; and
- where plan sponsors cannot agree on benefit reductions through negotiation, a new third-party dispute resolution process would be invoked.

Plans to reform pensions will also include the pooling of various plans to improve economies of scale and greater investment opportunities.

Interest Arbitration

The government is proposing legislation that will require arbitration decisions require written submissions by both parties, require written rationale by arbitrator when requested by a party, and where a decision is not delivered within one year, the Ontario Labour Relations Board would issue an award to both parties. In addition, the government will discuss, "with those employers with significant numbers of employees and a material impact on the Province's fiscal plan, and who have automatic access to arbitration, about additional tools they may need to live within their funding envelopes while protecting services."

Collective Bargaining

The government will be moving towards greater centralization of bargaining in the Broader Public Sector. It is unclear what impact this will have for municipalities at this time.

Ontario Municipal Partnership Fund

The budget indicates that the Ontario Municipal Partnership Fund (OMPF) will be phased down to \$500 million by 2016. For 2013 and future years, this will represent a cut to the province's main transfer and equalization program for municipalities of approximately \$25 million in each of the next four years. The government has also proposed reviewing the funding program, "within the program's identified envelope."

Infrastructure

The budget does not contain a dedicated municipal infrastructure fund for roads and bridges in this fiscal year as the Premier suggested at the ROMA/OGRA. Government infrastructure spending will total \$35 billion from 2011-12 to 2014-15.

Provincial Offences Act

The government will be proposing measures to enhance the administration of justice and the collection of unpaid fines for municipalities. It is proposed this will include vehicle licence plate denial for those fines that remain unpaid and which relate to the operation of vehicles. This is consistent with a recent AMO's submission to the government on this issue. The Province will also pursue discussions with the federal government on the collection of unpaid fines against federal tax refunds.

Service Delivery

The government will work with municipalities to achieve great efficiency in the delivery of public services. The Drummond Report spoke extensively to this issue. AMO's pre-budget submission signaled the municipal sector's willingness to pursue this shared objective. However, the budget also states the government will, "explore opportunities to provide more value for each dollar, including looking at what services could be delivered more efficiently and effectively by another entity, such as another level of government, a not-for-profit or a private-sector organization." AMO has argued that any such changes must benefit both the provincial and municipal taxpayer.

Social Assistance

The government will be acting on a number of the upcoming recommendations put forth by the Social Assistance Review Commissioners, Francis Lankin and Munir Sheikh. In an effort to create a more streamlined and efficient system that will reduce barriers to employment, the government has indicated its intention to integrate Ontario Works and Ontario Disability Support Program employment

services with Employment Ontario. It appears the government will also seek a more efficient administration and service delivery structure.

Additionally, the Community Start Up and Maintenance Benefit and Home Repair Benefit, currently available and administrated through social assistance will be moved into the Long Term Affordable Housing Strategy.

The government will move to cap health and non-health related discretionary benefits at \$10 per case. Currently, health-related discretionary benefits are not capped while non-health related discretionary benefits are capped at \$8.75 per case. Because these benefits are cost shared with municipalities, this change will require a revised funding arrangement between the province and municipalities.

AMO supports the government's efforts to develop a system of supports that is integrated, streamlined and responsive to local issues and capacities. While details on the integration of employment services and social assistance funding into housing services are not immediately available or the funding change to discretionary benefits, AMO expects that the government will adhere to its commitment to ensure municipalities will not assume additional costs or risks as service and funding systems are transformed. Additionally, it will be essential that clients will continue to have access to services and the quality of services needed to move in to employment.

Health Care

In an effort to reduce hospital associated costs, the government will increase investments in home care and community services by approximately 4% annually over three years (\$526 million per year). A new Seniors Strategy will expand home care services and aim to improve care coordination. Investments in chronic care services will aim to reduce pressures on long term care as will increased funding for long term care by 2.8% in 2012-2013. The government also intends to provide long term home care operators greater flexibility within the current funding structure.

AMO has encouraged the government to move forward with a more robust and community based strategy. Expanding home care services is an important and welcomed move as is the potential for less administrative burdens in long term care. Demographic changes will require a more responsive system but also a system that has adequate levels of services and access to long term care beds.

Gaming Revenue for Municipalities

The government will be engaging in a discussion with municipalities that host gaming facilities on future revenue sharing and fee model.

Business Education Tax

The budget will temporarily freeze the Business Education Tax reduction plan starting in 2013. The government has indicated it will resume these rate reductions once the budget is balanced in 2017-18.

Economic Development Agencies

As previously announced, the Ontario, Northern Ontario and Eastern Ontario Development Corporations will be dissolved as part of its agency reduction strategy.

Ministry of Natural Resources

The Ministry will operate with fewer field offices and streamlining the permit, licences, and approvals process. This will include amendments to the *Endangered Species Act*. The government will also

streamline the joint review and public consultations on the Greenbelt Plan, the Oak Ridges Moraine Plan and the Niagara Escarpment Plan.

OPP Data Entry

"The government is hiring 100 civilian staff for data-entry functions" currently completed by the Ontario Provincial Police. This change will, "enable the equivalent of up to 250 OPP officers to better use their time for front-line policing."

Ontario Northland

As previously announced by the government, the services of the Ontario Northland Transportation Commission will be delivered in different ways. For example, the Northlander passenger rail service will be terminated and the existing bus service will be serviced by existing bus operators.

Water Taking Charges and Hazardous Waste Fees

A two phase review of the rates charged industrial water users will take place this year. In addition, the hazardous waste fee will be reviewed for the first time since 2002. This fee is paid by large producers of hazardous waste.

AMO will continue provide member municipalities will additional information and budget analysis in the coming days.

AMO Contact: Matthew Wilson, Senior Policy Advisor, email: mwilson@amo.on.ca, (416) 971-9856 ext. 323

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

5(a)

Malcolm White

From: Kim Vaudry on behalf of City Clerk
Sent: March 28, 2012 2:14 PM
To: Malcolm White
Subject: FW: OGRA Weekly Detour: March 28, 2012

From: The Weekly Detour [mailto:ogra@multibriefs.com]
Sent: March 28, 2012 2:00 PM
To: City Clerk
Subject: OGRA Weekly Detour: March 28, 2012

This message contains images. If you don't see images, click here to view.
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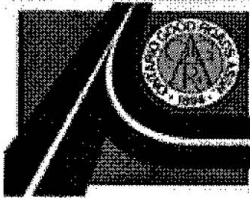


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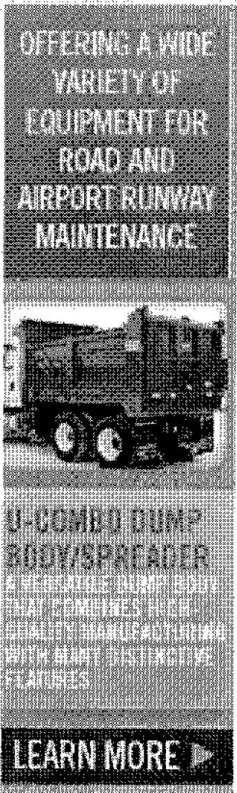
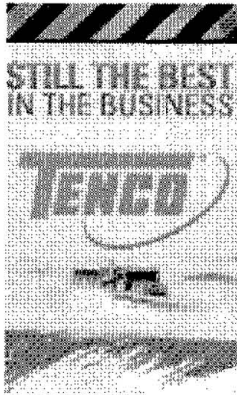
March 28, 2012



THE WEEKLY DETOUR

Working for Municipalities

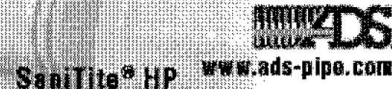
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2012 Guelph Road School

OGRA [Share](#)

The 2012 Guelph Road School is fast approaching. [Click here to register today!](#)



OGRA training series to enhance road safety

OGRA [Share](#)

Safety for the traveling public is always paramount for OGRA and our municipal members. We've made highway safety training a priority for OGRA's education program and we are proud to introduce a new series of 3 workshops to give you the skills you need to achieve your own road safety goals. [Click here to register today!](#)

Municipal concrete technology workshops

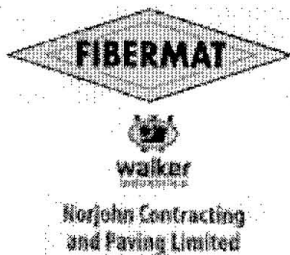
OGRA [Share](#)

This workshop will focus on concrete in the municipal environment. Learn innovative technologies and methods that will debunk common myths about concrete roads. [Click here to register today!](#)

Trenchless Technology Road Show

OGRA [Share](#)

The Center for the Advancement of Trenchless Technologies (CATT) and Trenchless Technology are once again bringing the Trenchless Road Show to Canada. The Underground Infrastructure Research International Conference and Trenchless Technology Road Show (UIR/TRS 2012) will be held in the Scotiabank Convention Centre, June 5-6, Niagara Falls, Ontario. [Click here for details!](#)



PRODUCT SHOWCASE

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[Read about us in the news.](#)

CAA campaign hopes to raise awareness of Saskatchewan's worst roads

Canada.com [Share](#)

The Canadian Automobile Association (CAA) is looking to improve Saskatchewan roads and has joined CAA clubs nationwide in the Worst Roads Campaign. Motorists will have an opportunity to vote online for the worst road — for potholes cracks or general disrepair, poor signage, congestion — they have traveled on in Saskatchewan. [MORE](#)

Construction associations advocate dedicated infrastructure fund for Ontario transport ministry fee hikes

Daily Commercial News [Share](#)

Announced provincial increases to Ontario driver and vehicle fees will help pay for Ontario's infrastructure and some construction industry stakeholders are encouraged by this



development. The provincial government anticipates that revenue generated from the increase, in the first 15 years alone, will support the maintenance of the province's 16,500 kilometers of highway and 2,720 km of bridges. **MORE**

Ferrovial team picked for 35 kilometer Canadian highway

The Construction Index Share    

The consortium has been picked by Infrastructure Ontario and the Ontario Ministry of Transportation to design, build, finance and maintain the 20 km extension as well as a 10 km link to Highway 401 and a 5 km realignment of Highway 401. The concession, based on availability payments, runs for 30 years from the end of construction. The new road is expected to be open to traffic by the end of 2015. **MORE**

Michigan Department of Transportation asks construction companies to apply to finish Gateway project

Detroit Free Press Share    

As promised, the Michigan Department of Transportation has advertised for construction firms to submit their qualifications to complete the long-delayed Gateway project at the Ambassador Bridge. The MDOT request indicates that the construction firm or team of firms chosen will have to begin construction by April 16 and complete the work by September. Of key importance is completing a road that will carry truck traffic coming off the bridge from Canada to nearby interstate highways. That road must be completed by May 15, MDOT said in its request for qualifications. **MORE**

Tolls for drivers, staggered work hours proposed to cut traffic congestion

CTV Share    

A Canadian researcher says studies show building more roads increases the numbers of drivers on streets, rather than curbing traffic congestion. In Winnipeg, the city has been building more roads, such as the extension of the Chief Peguis Trail and a plan to widen Kenaston Boulevard, to ease traffic congestion. **MORE**

Toll highway across Maine would shave hours off east-west trip

The Toronto Star Share    

A proposed private east-west toll highway across Maine would shave hours off a trip from Montreal to Saint John, New Brunswick, and improve economic ties between the state and the two provinces, a key supporter of the project says. The idea of a multi-million dollar private highway has been kicking around for about 40 years, but renewed interest and financial support has breathed new life into the project. The exact route of a proposed highway to connect New Brunswick to New Hampshire and Vermont, possibly into Northern New York or Quebec, would be part of the study. **MORE**

The Weekly Detour

Colby Horton, Vice President of Publishing, 469.420.2601

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Courtney Hodges, Content Editor, 469.420.2604

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Malcolm White

From: fonom.info@gmail.com on behalf of FONOM Exec Director <fonom@bell.net>
Sent: March 25, 2012 8:47 PM
To: Executive Director
Subject: FONOM News Release - Ontario Northland Abandoned by McGuinty Government

Please circulate to your Council Members:

March 26, 2012

For Immediate Release

MEDIA RELEASE

McGuinty Government's Abandoning Ontario Northland a "Slap in the Face"

for Northerners, Businesses

Alan Spacek, President of the Federation of Northern Ontario Municipalities had this to say about the Provincial Government's announcement Friday concerning their abandonment of the Ontario Northland Transportation Commission and all of the vital transportation links it provides to the citizens and industries of the North, "You cannot imagine my shock and disappointment" noted Spacek. "It's not just the horrible ramifications this divestiture has for the people of Northern Ontario, it was also the way this decision was arrived at – in Toronto behind closed doors without any input from Northerners who are most impacted".

Spacek immediately asked that this decision be rescinded until some form of proper study and consultation with Northerners – both citizens and industries - can be undertaken. "We will work diligently to rectify this most unfortunate situation," Spacek said.

"Our organization has worked hard to assist the Province in coming up with solutions to deal with ONTC over the years, and are more than willing to continue to do so to keep this vitally important transportation link in Northern Ontario," noted FONOM Vice President Tom Laughren. "Seniors needing medical help who cannot drive are going to be left to fend for themselves without the Ontario Northland Passenger Services – both by bus and by rail," continued Laughren.

"North Bay industry will be seriously impacted by this short-sighted decision," claimed Mac Bain, Past President of FONOM. "We will fight this until the end."

"A critical public asset is being abandoned by this Provincial Government, and as Northerners most affected by it, we weren't even consulted," Spacek said. "We ask that the Province put a two year moratorium on this decision while we consult on the best ways to proceed. We ask that in the meantime, Ontario Northland be transferred to the Ministry of Transportation or to Metrolinx, where appropriate advice on this process can be obtained. The Ministry of Northern Development and Mines clearly does not have the policy development capacity to address the complex

process of rail freight and passenger service and bus transportation divestiture, and we want an open and transparent process."

- 30 -

FONOM's membership is made up of 110 municipalities, towns and cities in Northeastern Ontario. FONOM acts in an advocacy role in relation to political and economic issues of concern in Northern Ontario.

For more information, contact:

Alan Spacek, Federation of Northern Ontario Municipalities

Tel: (705) 335-0001

Tom Laughren, Federation of Northern Ontario Municipalities

Tel: (705) 266-5804

Le 26 mars 2012

Publication immédiate

COMMUNIQUÉ

L'abandon d'Ontario Northland est une gifle au visage des gens du Nord et des entreprises.

Voilà ce qu'Alan Spacek, Président de la Fédération des municipalités du Nord de l'Ontario (FONOM), avait à dire au sujet de l'annonce faite par le gouvernement provincial, vendredi dernier, concernant son abandon de la Commission de transport Ontario Northland (CTON), ainsi que tous les liens de transport essentiels qu'elle fournit aux citoyens et aux industries du Nord. « Vous ne pouvez pas imaginer mon choc et ma déception, » a souligné Spacek. « Ce ne sont pas seulement les ramifications horribles qu'aura ce dessaisissement pour les gens du Nord de l'Ontario : c'est également la façon dont on est arrivé à cette décision – à Toronto, derrière des portes fermées - sans aucune suggestion des gens du Nord qui en subissent le plus grand impact. »

Spacek a demandé immédiatement que l'on annule cette décision jusqu'à ce qu'on puisse entreprendre une étude sérieuse et une consultation auprès des gens du Nord – autant citoyens qu'entreprises. « Nous travaillerons avec acharnement pour remédier à cette situation malheureuse, » Spacek a ajouté.

« Notre organisation a travaillé d'emblée pour aider la province à trouver des solutions pour traiter de la CTON au fil des ans, et nous sommes disposés davantage de continuer à ce faire pour maintenir cet important lien de transport qui se veut essentiel dans le Nord de l'Ontario, » a souligné le Vice-président de la FONOM, Tom Laughren. Les aînés qui ont besoin de services médicaux et qui ne sont pas en mesure de conduire devront se débrouiller tout seuls, sans les services passagers d'Ontario Northland – autant par autobus que par voie ferrée, » poursuit Laughren.

« L'industrie de North Bay subira de sérieux contrecoups en raison de cette décision imprévoyante, » a déclaré Mac Bain, président sortant de la FONOM. « Nous lutterons contre cela jusqu'à la fin. »

« Ce gouvernement provincial abandonne un important actif public, et on ne nous a même pas consultés, à titre de résidents et résidentes du Nord que cela touchera le plus, » a dit Spacek. « Nous demandons que la province impose un moratoire de deux ans sur cette décision tandis que nous consultons les gens quant à la meilleure façon de procéder. Nous demandons, entretemps, que l'on effectue le transfert d'Ontario Northland au ministère des Transports

ou à Metrolinx, où l'on pourra obtenir des conseils appropriés en relation à ce processus. Il est évident que le ministère du Développement du Nord et des Mines ne possède aucunement la capacité d'élaboration de politiques pour aborder le processus complexe de dessaisissement des services de transport de marchandises et de passagers par voie ferrée, ainsi que le transport de passagers par autobus, et nous voulons avoir un processus ouvert et transparent. »

- 30 -

La FONOM compte 110 municipalités, villes et villages membres dans le Nord-Est de l'Ontario. La FONOM défend les intérêts particuliers du Nord de l'Ontario en matière de politique et d'économie.

Pour de plus amples informations, contactez :

Alan Spacek, Fédération des municipalités du Nord de l'Ontario

Tél. : 705-335-0001

Tom Laughren, Fédération des municipalités du Nord de l'Ontario

Tél. : 705-266-5804



OFFICE OF THE MAYOR

March 12, 2012

Ms. Pat Vanini
Executive Director
Association of Municipalities of Ontario
200 University Avenue
Suite 801
Toronto, Ontario
M5H 3C6

Dear Ms. Vanini:

Re: City of Mississauga Telecommunication Tower/Antenna Facilities Interim Protocol

The Council of the Corporation of the City of Mississauga at its meeting on March 7, 2012, adopted the enclosed Resolution 00046-2012 with respect to the City of Mississauga's interim telecommunication tower/antenna facilities protocol.

I urge the Association of Municipalities of Ontario (AMO) to work with the municipalities across the Province of Ontario and wireless service providers to request that Hydro One reconsider its moratorium on the location of telecommunication antennas on existing hydro infrastructures. In the interim I would ask that AMO officials meet with City of Mississauga staff to discuss the growing need to have Hydro One change its practice. To facilitate this meeting contact Timothy Lee, Planner, Planning and Building, (905) 615-3200, ext. 3205 or by email at timothy.lee@mississauga.ca.

On behalf of the members of Council, I ask that serious consideration be given to the requests outlined in the enclosed Resolution.

I look forward to your favourable reply.

Sincerely,

HAZEL McCALLION, C.M., LL.D.
MAYOR



cc: The Honourable Christian Paradis, Minister of Industry and Minister of State
(Agriculture)
Mississauga MPs
Mississauga MPPs
Members of Council
All Municipalities across the Province of Ontario
Federation of Canadian Municipalities
Matthew Milligan, Real Estate and Municipal Relations Advisor, Bell Mobility Inc.
Tatyana Moro, Municipal Relations Specialist, Network Implementation, Rogers
Wireless
Karim Balbaa, Manager, Real Estate, Public Mobile
Joseph Boutros, Network Deployment Projects & cost Control Manager, Wind Mobile
Bill Reoch, Director, Real Estate, Mobilicity
Joey Sayantharajah, Manager, Technology Strategy Property Management, Telus
Ed Sajecki, Commissioner, Planning and Building

Enc.



RESOLUTION 0046-2012
adopted by the Council of
The Corporation of the City of Mississauga
at its meeting on March 7, 2012

0046-2012 Moved by: Pat Saito

Seconded by: Katie Mahoney

1. That the Report dated March 5, 2012 from the Commissioner of Planning and Building entitled "City of Mississauga Telecommunication Tower/Antenna Facilities Protocol", be received for information.
2. That the revised "City of Mississauga Telecommunication Tower/Antenna Facilities Protocol" attached as Appendix 2 in the Report dated March 5, 2012, from the Commissioner of Planning and Building entitled "City of Mississauga Telecommunication Tower/Antenna Facilities Protocol", be adopted as an interim protocol.
3. That the Report dated March 5, 2012, from the Commissioner of Planning and Building entitled "City of Mississauga Telecommunication Tower/Antenna Facilities Protocol" and resolution of Council be circulated to all Mississauga wireless service providers, local Members of Parliament and Ratepayer Associations in Mississauga.
4. That a fee of \$2,500.00 be approved for the processing and consultation required for Telecommunications Tower/Antenna Facilities Request Forms and that the necessary amendment to the City's Fees and Charges By-law be brought forward to Council for consideration.
5. That a fee of up to \$4,000.00 plus 15% administration fee be approved for the purposes of retaining a consultant, when and if required, to assist with the review and consultation required for Telecommunication Tower/Antenna Facilities requests and that the necessary amendment to the City's fees and Charges By-law be brought forward to Council for consideration.
6. That the Commissioner of Planning and Building report back on the effectiveness of the new process by December 31, 2012.

7. That the City of Mississauga request that the Association of Municipalities of Ontario (AMO) work with municipalities across the Province of Ontario and wireless service providers to request that Hydro One reconsider its moratorium on the location of telecommunication antennas on existing hydro infrastructure.
8. That the City of Mississauga staff meet with AMO officials as soon as possible in view of Mississauga's and other municipalities' growing need to have Hydro One change its practice; and that the local Members of Parliament and local Members of Provincial Parliament are asked to support this request by writing to AMO, the Province of Ontario and Hydro One.
9. That the City of Mississauga request that Industry Canada reconsider the exclusion criteria established in their document CPC-2-0-03, Section 6, to require proponents to consult with the Land Use Authority and the public for new telecommunication towers with a height of less than 15m (49.2ft.) above ground level.



THE CORPORATION OF THE TOWNSHIP OF HAVELOCK-BELMONT-METHUEN

www.havelockbelmontmethuen.on.ca

Box 10, 1 Ottawa St. E,
Havelock, Ontario K0L 1Z0

Phone: 705-778-2308
Toll Free: 1-877-767-2795
Fax: 705-778-5248

Email:
vbelmet@hbmtp.ca

Ontario Wildlife Damage Compensation Program

The following motion concerning the Ontario Wildlife Damage Compensation Program was duly passed by the Council of the Corporation of the Township of Havelock-Belmont-Methuen at its regular meeting held the 5th day of March, 2012. Council respectfully requests the consideration and support of the following motion from all Municipal Councils in the Province of Ontario:

Whereas predation of livestock by Wildlife is a recognized problem in Ontario as evidenced by the need for the Ontario Wildlife Damage Compensation Program; and

Whereas the purpose of the Ontario Wildlife Damage Compensation Program is to provide financial assistance to producers whose livestock, poultry or honey bees have been injured or killed as a result of Wildlife; and

Whereas one of the recent changes to the eligibility requirements under the Ontario Wildlife Damage Compensation Program is that all applicants must have a valid Farm Business Registration Number (FBR); and

Whereas the change in eligibility requiring a valid FBR is very unfair for those who do not meet the eligibility criteria, such as hobby farmers that do not meet the criteria for a FBR number, those that raise their own meat to support their families, or those that have animals as pets or for pleasure, are now deemed ineligible for reimbursement under the program;

NOW THEREFORE BE IT RESOLVED that the Minister of Agriculture, Food and Rural Affairs is asked to reconsider the eligibility requirement that all applicants must have a valid Farm Business Registration Number, with the intent to enable financial assistance similar to the previous program to a wider array of livestock producers whose livestock have been injured or killed as a result of Wildlife; and

FURTHER that a copy of this resolution be circulated to the Minister of Agriculture, Food and Rural Affairs; MPP Jeff Leal; the Association of Municipalities of Ontario; and all the municipalities in Ontario to request their support.

FROM THE OFFICE OF

Mayor: Ron Gerow

CAO: Linda Reed

Clerk: Glenn Given

Fire Chief: Ray Haines
Fax: 705-778-3415

Treasurer/Tax Collector:
Valene Nesbitt

Superintendent of Works:
Boyd Hill

CBO/Building Department:
Travis Toms

Planning Assistant/By-Law
Enforcement Officer:
Andrea Loyst

Economic Development
Officer:
Brian Galtan

Lynn Clark, AMCT
Deputy Clerk

*A caring community, bridging past and present;
working together making dreams come true*

Clarington

Leading the Way

March 28, 2012

Members of Parliament

RE: HORSE RACING INDUSTRY
FILE NO.: R00.GE

At a meeting held on March 26, 2012, the Council of the Municipality of Clarington passed the following resolution:

"WHEREAS Ontario Slots at Racetracks program has, for over a decade, provided mutual benefit to the Province of Ontario and the horse racing industry; and

WHEREAS the Government has announced the cancellation of the Slots at Racetracks Program, jeopardizing the future of the horse racing and breeding industry in Ontario at the cost of thousands of jobs and \$2 billion in economic activity; and

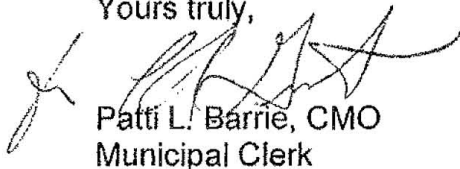
WHEREAS Clarington Council supports the various sectors of agriculture with regard to policies that affect the health, economic viability and sustainability of agriculture; and

WHEREAS the horse breeding, rearing and training industry in Clarington, plus the spin-off jobs for farmers that grow the feed, veterinarians, blacksmiths, tack industry, mechanics, drivers and racetrack employees;

NOW BE IT RESOLVED THAT Clarington Council request the Government of Ontario work with the horse racing industry to reinstate and improve the Slots at Racetracks Program with its revenue sharing agreement to sustain and grow the horse racing industry to the benefit of our communities; and

FURTHER THAT this resolution be circulated to the Legislative Assembly of Ontario and all members of AMO."

Yours truly,



Patti L. Barrie, CMO
Municipal Clerk

PLB/ta

cc: Members of Association of Municipalities of Ontario

Asset Sustainability

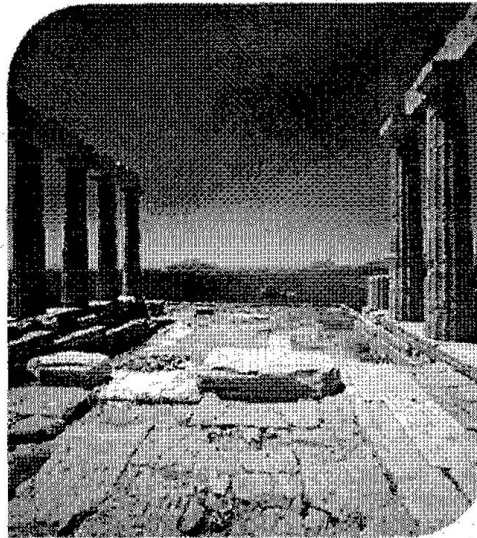
A Sustainability Roadmap

Prepared for:

City of Sault Ste. Marie
Council Presentation

Presented by:

Joe Valente, Vice President



AMERESCO
Green • Clean • Sustainable

Today's Reality

- On-going building deterioration – aging building stock
- Tax base challenges / revenue balancing – lack of capital
- Growing operating needs (utilities, etc.)
- Shrinking capital renewal allowances
- Changing accommodation / demographic demands
- Desire for extended building life / sustainability

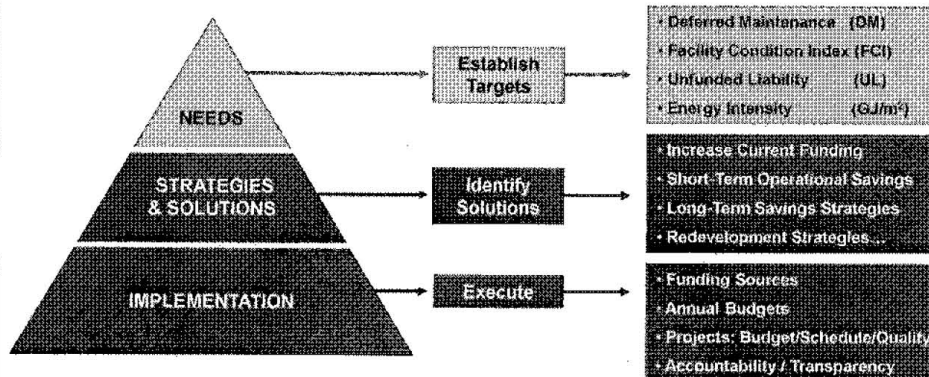
AMERESCO
Green • Clean • Sustainable

City of Sault Ste. Marie

- Recent PSAB accounting changes
- Smart Energy Strategy
- 100-year anniversary of Incorporation
- Ontario Power Authority saveOnenergy program



Key Steps & Next Practices

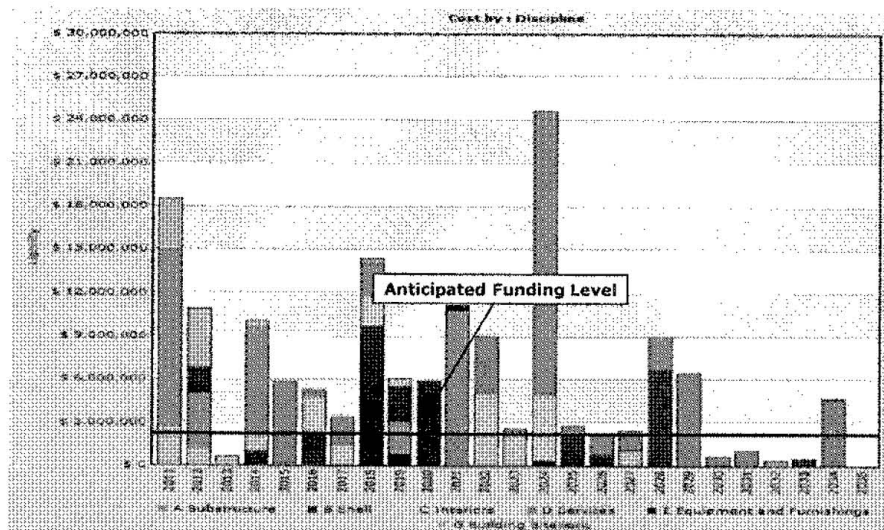


Key Steps & Next Practices

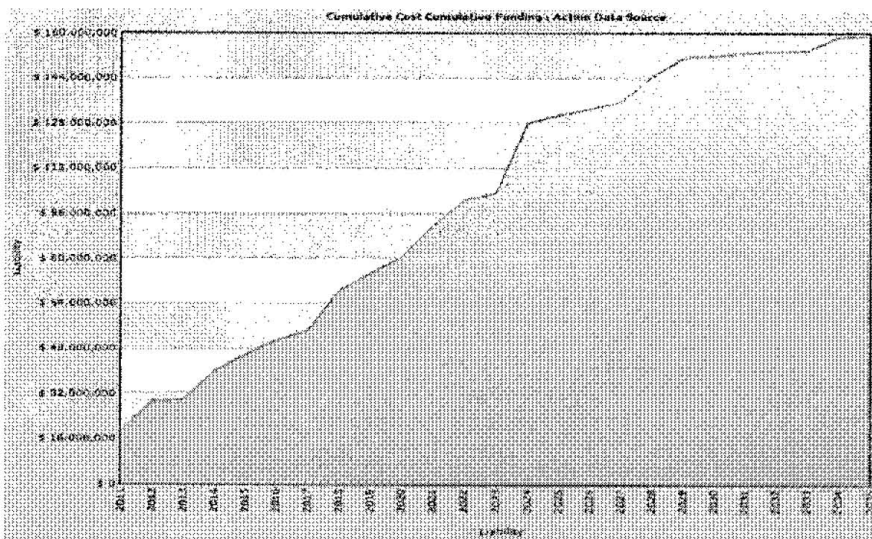
- Define asset needs
 - Various forms of building data
 - Deferred backlog, etc.
- Explore strategic opportunities
 - Capital Creation
 - Energy / maintenance savings to fund capital needs
 - Redevelopment / repurposing opportunities
- Implementation Strategies
 - Measure performance
 - Transfer project risk and funding



Projected Capital Needs

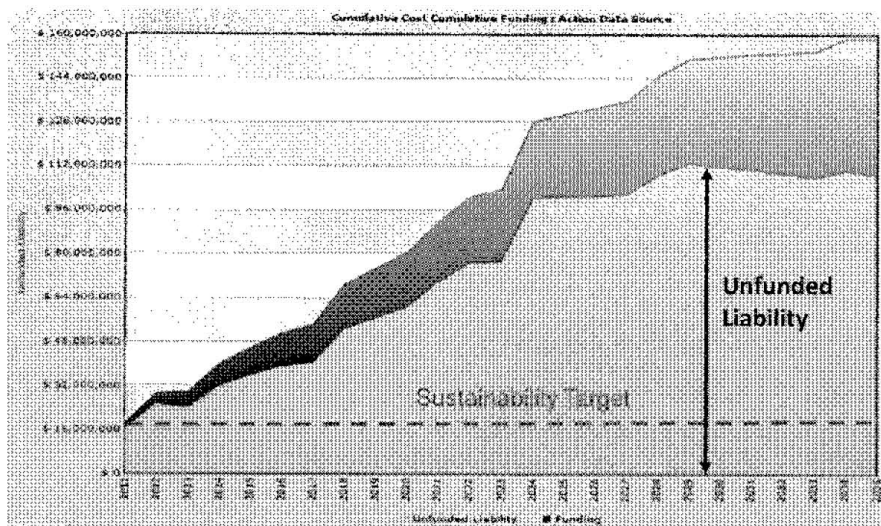


Projected Total Liability



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Projected Unfunded Liability

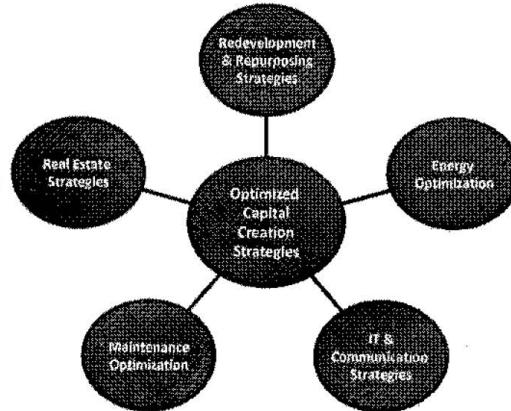


AMERESCO
Green • Clean • Sustainable

Capital Creation Strategies

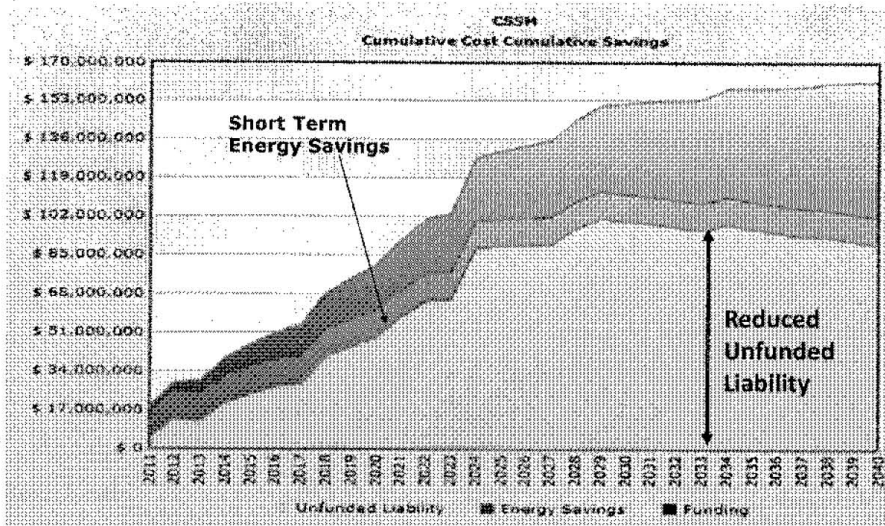
Review of Possibilities & Opportunities

- Discuss financial options
- Capital Creation Strategies that leverage operational savings
- Real Estate Strategies (own vs. lease, etc.)
- Redevelopment / Repurposing assets
- Public Private Partnership strategies (P3)

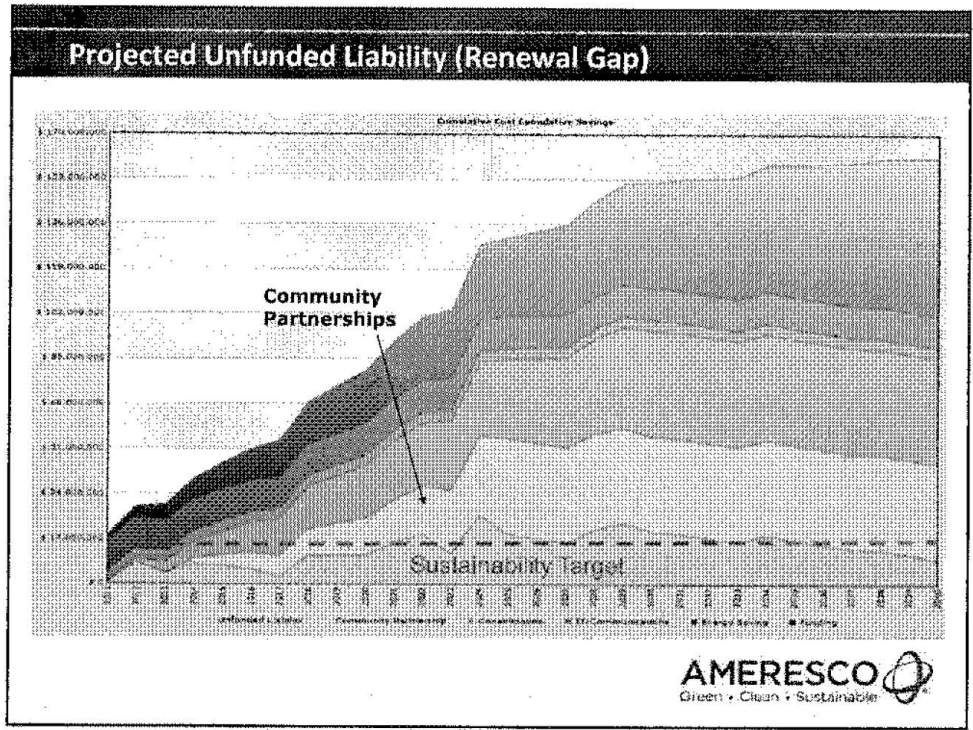
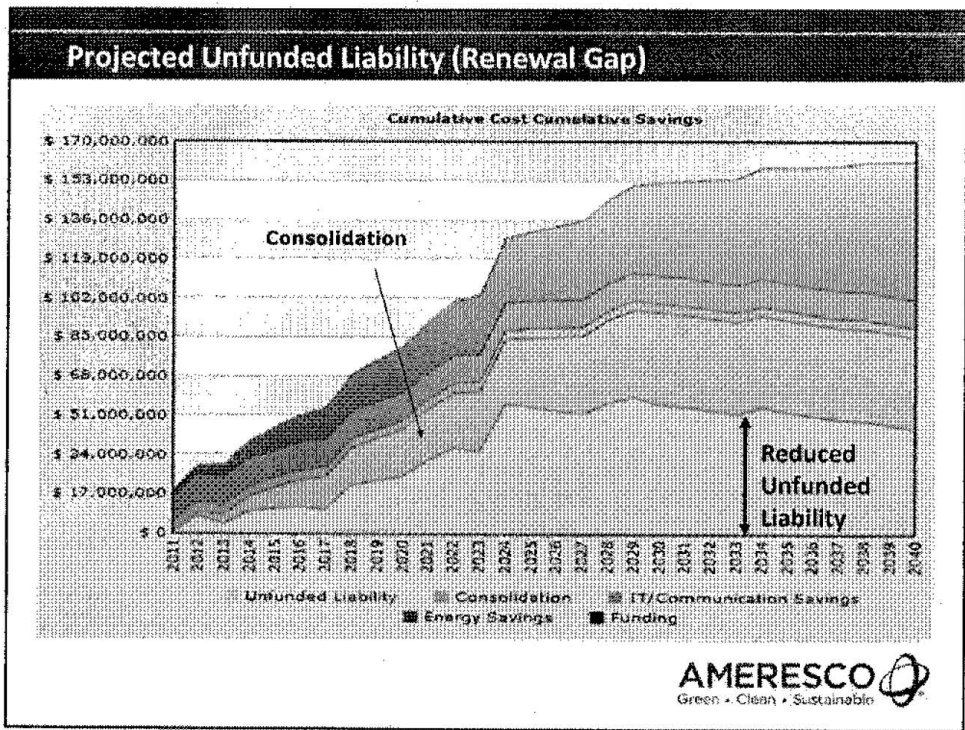


AMERESCO
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Projected Unfunded Liability (Renewal Gap)



AMERESCO
Green • Clean • Sustainable



Public Sector Activity

- Cities of London, Oshawa, Sarnia, Toronto, Sudbury, Kingston, Barrie, Waterloo, Strathroy
- Social Housing Services Corporation standardizing information /needs across the province with Social Housing providers
- Education
- Healthcare
 - K-12
 - Colleges and University
- Community Collaboration



March 27, 2012

Mr. Bill Freiburger
Commissioner of Finance, City of Sault Ste. Marie
Civic Centre
Sault Ste. Marie ON P6A 5X6

Dear Mr. Freiburger,

The Community Quality Research Institute (CQI) will dissolve effective July 31st, 2012. The organization has provided Sault Ste. Marie with valuable community-based research since its inception in 2003. The organization has achieved its mandate. CQI will fold as an operating not-for-profit organization with the recognition that it has served its purpose.

The Executive Director, Ashleigh Sauvé, will continue in the position until the start of her maternity leave, June 30th, 2012. The organization will maintain its status as a non-profit organization, at no cost, for one additional month to ensure organized wrap-up of all affairs.

CQI requests \$8,000 in operating funds from the City of Sault Ste. Marie. These funds will help the organization reach its end date.

From March 12th to June 30th CQI's output will be the following:

- Publish a final report, highlighting community priorities with recommended action steps.
- Meet with stakeholders and CQI member organizations to gather feedback about community priorities
- Conclude its portion of a research partnership with NORDIK Institute, based on assessing the needs of Sault Ste. Marie's aging population

The CQI Board of Directors gives sincere thanks to the City of Sault Ste. Marie for the support provided throughout the years. I am available to attend the April 2nd City Council meeting.

The CQI Board of Directors and Executive Director will work together over the coming months to ensure and smooth and effective wrap-up of the organization's mandate.

Please note that I am away from the College the week of March 26th to March 30th and can be reached on my cell: 705-975-1326. You can continue to contact me at my Sault College email account.

Sincerely,

Jill Pateman, Chair
Community Quality Research Institute



HEART &
STROKE
FOUNDATION
OF ONTARIO

Finding answers. For life.

THIS IS WHAT HAPPENS WHEN YOU PUT YOUR HEART INTO IT.™

5(e)

59 Great Northern Road
Sault Ste. Marie, ON
P6B 4Y7
Telephone: 253-3775 Fax: 946-5760

City of Sault Ste Marie
City Council
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

January 26, 2012

RECEIVED	
CITY CLERK	
JAN 31 2012	
NO.:	52276
DIST.:	Legal
Agenda	

Re: Walk and Roll

The Heart and Stroke Foundation is once again seeking permission to hold a Walk, Car and Motorcycle show on August 18th on St. Mary's River Drive from 9:00 a.m. to 5:00 p.m. We are also asking the city for a rain day of August 19th. This will be our 5th event.

We would like to close off St. Mary's River Drive from the Sault Ste. Marie Waterfront Delta Waterfront Hotel driveway to the Apartment building. We will be parking our vehicles on the road and conducting our walk from the closed road onto the boardwalk.

The foundation is hoping that you will grant permission to allow our event.

If you have any questions, you can contact me at the office at 253-3775.

Thank you for your past support in our event.

Sincerely,

Margo Grawbarger
Area Administrator-Algoma District

5(e)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Heart & Stroke Foundation TELEPHONE: 253-3275
 ADDRESS: 54 Great Northern Rd POSTAL CODE: T6B 4Y7

The above person hereby makes application for the closing of

St Mary's River Dr.
 (Name of street to be closed)

from Delta Waterfront Hotel to Zellers Entrance
 (reference points - street numbers, cross streets, etc.)

on the 12th day of August, 2012 from 9 am/pm to 5 am/pm
 for the purpose of Car Show & Walk Fundraiser

APPROVALS SECTION:

1. Police Services, Traffic Dept.
 Telephone 949-6300 ext 348
 Fax 759-7820
 580 Second Line East

[Signature]
 Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
 Telephone 949-3335/949-3387
 Fax 949-2341
 72 Tancred Street

[Signature]
 Signature of Official

3. Public Works & Transportation Dept.
 Telephone 541-7000
 Fax 541-7010
 128 Sackville Road

[Signature]
 Signature of Official

4. Transit/Parking
 Telephone 759-5320
 Fax 759-5834
 111 Huron Street

[Signature]
 Signature of Official

5. Central Ambulance Communication
 Centre (C.A.C.C.)
 Telephone 946-1227
 Fax 945-6883
 65 Old Garden River Road

[Signature]
 Signature of Official

6. Downtown Association
 Telephone 942-2919
 Fax 942-6868
 496 Queen Street East
 (QUEEN STREET CLOSINGS ONLY)

NA
 Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
 (date) (By-law No.)

Joseph M. Fratesi, B.A., J.D. (LL.B.)
Chief Administrative Officer



99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, Ontario
Canada P6A 5N1
(705) 759-5347
(705) 759-5952 (Fax)
E-Mail:
j.fratesi@cityssm.on.ca
b.berlingieri@cityssm.on.ca

2012 04 02

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel requests are presented to you for approval:

1. Dennis Desrosiers, POA Division – Legal Department

MCMA Court Manager's conference

May 27-30, 2012

Burlington, Ontario

Estimated total cost to the City - \$1,704.50

Estimated net cost to the City - \$1,704.50

2. Joy Agawa – Social Services Department

Eligibility Review Officer Core Training

May 22-25, 2012

Sudbury, Ontario

Estimated total cost to the City - \$1,075.00

Estimated net cost to the City - \$1,075.00

3. Dan Crozier – Fire Services

Mechanical Officers' Seminar

April 30-May 3, 2012

Gravenhurst, Ontario

Estimated total cost to the City - \$250.00

Estimated net cost to the City - \$250.00

4. Fred Dufresne – P.W.T - Administration

ORFA – Building Maintenance & Operations

April 30-May 3, 2012

Guelph, Ontario

Estimated total cost to the City - \$1,880.85

Estimated net cost to the City - \$1,880.85

5. Paul White – P.W.T. - Administration

ORFA – Building Maintenance & Operations

April 30-May 3, 2012

Guelph, Ontario

Estimated total cost to the City - \$2,180.85

Estimated net cost to the City - \$2,180.85

6. Tyler Moody – Engineering & Planning – Building Division

Building Services

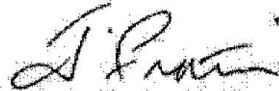
April 16 – 20, 2012

Woodbridge, Ontario

Estimated total cost to the City - \$1,918.63

Estimated net cost to the City - \$1,918.63

Yours truly,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2012 04 02

Mayor Debbie Amaroso and
 Members of City Council

RE: TENDER FOR SELECTED GRANULAR MATERIALS

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Selected Granular Materials as required by the City Corporation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held March 21, 2012, with Councillor Pat Mick representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed, taking into consideration pit locations, job requirement locations and prices, with Mr. Larry Girardi, Commissioner of Public Works and Transportation. We have determined that issuing a Standing Order to each firm, and using the different pit locations with reference to the job site location, along with the lowest tendered price, will best suit the construction needs of the Works Centre.

Also included on the summary is the pricing submitted by the sole supplier, for an alternative granular product, for which there is a need in certain construction applications.

IMPACT

Funding for the purchase of various Granular Materials as required will be drawn from various Construction Accounts.

STRATEGIC PLAN

Purchase of Granular Materials is not an activity listed in the Corporate Strategic Plan.

-More-

2012 04 02

Page 2

RECOMMENDATION

It is therefore my recommendation that the tender for the supply of Selected Granular Materials for a period of two (2) years be awarded on an as required basis. We will use all pricing supplied, along with the City job site location and availability determined by Mr. Larry Girardi and his staff, for the lowest cost rating for each job as they arise, based on the submitted pricing.

I am recommending that our requirements for Blast Furnace Slag be awarded to Superior Slag Products, for a period of one (1) year at their tendered price of \$5.50 per tonne.

This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

TG:nt
Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: DRAWN FROM VARIOUS CONSTRUCTION ACCOUNTS

Received: March 21, 2012
File: 2012WA01T

SUMMARY OF TENDERS
SELECTED GRANULAR MATERIALS (PRICES AT PITS)

<u>Product Description</u>	<u>Brandes Aggregates Ltd.</u> <u>Sault Ste. Marie, ON</u>		<u>Elitwood Robinson Ltd.</u> <u>Sault Ste. Marie, ON</u>		<u>Palmer Construction Group Inc.</u> <u>Sault Ste. Marie, ON</u>		<u>Pioneer Construction Inc.</u> <u>Sault Ste. Marie, ON</u>		<u>Possamai Construction</u> <u>Sault Ste. Marie, ON</u>		<u>Superior Slag</u> <u>Sault Ste. Marie, ON</u>
	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>First Year Firm</u> <u>Pricing Per Tonne</u>	<u>Second Year Firm</u> <u>Pricing Per Tonne</u>	<u>One Year Firm</u> <u>Pricing Per Tonne</u>
Granular "B"	\$3.65	\$4.15	\$3.00	\$3.14	\$3.95	\$4.05	\$3.05	\$3.20	\$3.25	\$3.35	
22.4 mm Granular "A"	\$7.35	\$7.75	\$7.30	\$7.48	\$7.90	\$8.15	\$7.40	\$7.65	\$6.95	\$6.95	\$5.50
Sewer Bedding and Cover Material	\$3.75	\$4.25	\$5.00	\$5.00	\$4.50	\$4.90	\$5.00	\$5.25	\$3.95	\$3.95	(Alternate-Slag Product)
13.2 mm Class 1 Washed Stone Chips	\$32.00	\$35.00	No Bid	No Bid	\$35.50	\$35.75	\$37.00	\$38.00	No Bid	No Bid	
37.5 mm Clear Stone	\$20.50	\$21.50	No Bid	No Bid	\$26.00	\$26.25	\$22.00	\$23.00	\$16.45	\$16.45	
Pit Location:	2125 Gr. Northern Road		Gran. B-Caldwell Gran A-Osidak Sewer Bedding-Spadoni		1676 Third Line West		845 Old Goulais Bay Rd.		Maki Road		

Note: Applicable taxes are extra. Transportation of material at additional cost by the City's forces.

Orders will be issued to the Bidder only after the lowest cost rating is determined by using their tendered prices plus transportation costs to each City job site as required.

It is my recommendation that Standing Orders be issued to all Vendors, with no guarantee to any one firm.

Tim Gowans
Manager of Purchasing

567

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



COMMUNITY SERVICES DEPARTMENT
RECREATION & CULTURE DIVISION
Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

2012 04 02

Mayor Debbie Amaroso
and Members of City Council

SSM MUNICIPAL HERITAGE COMMITTEE HERITAGE BUILDING WALKING TOUR BROCHURE TO COMMEMORATE THE CITY'S 100TH ANNIVERSARY

PURPOSE

This report is to request City Council's approval for the use of up to \$2,000. from the Municipal Heritage Committee Reserve Fund for the production and printing of a heritage building walking tour brochure.

BACKGROUND

The Municipal Heritage Committee submitted the suggestion of a walking tour brochure of the City's heritage buildings to the Celebrate 100 Committee as a way to commemorate the City's 100th Anniversary. The Celebrate 100 Committee enthusiastically endorsed the suggestion. The brochure will encompass the designated heritage buildings within walking distance of the downtown core. Designed as a one-piece glossy fold-out, the brochure will be an easy piece for people to carry while walking from one building to another. The brochure will assist local residents to improve their knowledge of these community treasures and tourists to know more about the rich heritage of our city.

At their meeting on March 7, 2012, the Municipal Heritage Committee passed the following resolution:

Moved by: H. Robbins

Seconded by: Dr. R. Ewing

"Resolved that we approve an amount of UP TO \$2,000. to be taken from the Reserve Fund for the production and printing of a walking tour brochure and that a report be sent to City Council for their approval."

CARRIED.

IMPACT

The SSM Municipal Heritage Committee has no regular operational budget for this purpose. Currently the Municipal Heritage Committee Reserve Fund balance is \$26,850.

STRATEGIC PLAN

This item is not part of the City's Corporate Strategic Plan

RECOMMENDATION

It is recommended that the report of the Manager Recreation and Culture concerning the Municipal Heritage Committee Heritage Building Walking Tour Brochure be received, and that the recommendation that up to \$2,000. of the Municipal Heritage Committee Reserve Fund be used for the production and printing of the brochure be approved.

Respectfully submitted
on behalf of the
SSM Municipal Heritage Committee,

Recommended for approval,



Joseph J. Cain
Manager Recreation & Culture



Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Frateci
Chief Administrative Officer

5(j)

Jerry Dolcetti, RPP
Commissioner

Carl Rumieli, P. Eng.
Design & Construction Engineer



Engineering & Planning
Department

2012 04 02
Our File: 2012-6E

Mayor Debbie Amaroso and
Members of City Council

RE: ROSEDALE RAVINE CULVERT INSTALLATION – CONTRACT 2012-6E

PURPOSE

The purpose of this report is to obtain Council approval to award the above-named contract.

BACKGROUND

At the Council meeting of 2012 02 21, Council directed, in caucus, that staff implement corrective measures in stabilizing the slope at the west limit of McNabb Street which has experienced a major slope failure. Council has been advised of the potential liability of all of the parties who have been involved in this matter to date.

It was determined that installation of a box culvert and buttress slope stabilization was the best course of action to ensure this major drainage course is not compromised.

ANALYSIS

City Staff and the Consultant requested prices from several precast concrete pipe manufacturers for the purchase of the box culvert and determined that a 1.2m x 1.2m box culvert from ARMTEC for **\$84,290** was the best option. This box culvert has been ordered and should be delivered by April 9th.

Further, tender submissions from four (4) contractors to install this box culvert were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$478,842.66** was received from Palmer Construction Group Inc. There is a **\$34,918.57** item in this price which is being removed, therefore bringing the price down to **\$443,906.09**.

IMPACT

The cost of purchasing the culvert and installation is **\$528,196.09**. When an allowance of **\$55,000** for engineering is added the total cost of this project is expected to be **\$583,196.09** which is above the previous estimate of **\$521,000**. However, funding can be covered from the capital construction program.

STRATEGIC PLAN

Ensuring these areas of stormwater channels are not compromised is consistent with Strategic Direction 1: Developing Solid Infrastructure. In particular Objective 1A, Environmental Leadership touching on the rehabilitation of aqueducts/open channels is being partially met.

RECOMMENDATION

We recommend Contract 2012-6E be awarded to Palmer Construction Group Inc. and STEM Engineering Group Incorporated do the contract administration.

By-law **2012-61** authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

CR/al
attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



875 Queen Street East, Suite 2
Sault Ste. Marie, ON P6A 2Z2
Canada

505.942.6626
505.942.7515

www.stemeng.ca
mailto:info@stemeng.ca

5(j)

March 23, 2012

Project No. 11140

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

Attention: Mr. Carl Rumiet, P. Eng.
Design and Construction Engineer

Subject: Rosedale Ravine Slope Failure Remediation
TENDER AWARD – Contract 2012-6E

On Friday March 23, 2012 tenders were received for the Rosedale Ravine Slope Failure Remediation project. Present at the opening were representatives of the City – Carl Rumiet, STEM Engineering Group – Randy Beltramin, Andrew Barnebey and Dan Bertolo.

A total of three bids were received and following are the total tender prices:

Palmer Construction	\$ 478,842.66
Avery Construction	\$ 497,463.73
Pioneer Construction	\$ 512,203.10

The tenders have been checked for correctness and inclusion of all required submissions. All tenders appear to be in order and the low tender is Palmer Construction with a tender price of: \$478,842.66.

Accordingly, we recommend **Palmer Construction** be awarded the contract. The form of agreement for the contract is attached.

A handwritten signature in black ink that reads "Andrew Barnebey".

Andrew Barnebey
Project Manager

Jerry Dolcetti, RPP
Commissioner

Catherine Taddo, P. Eng.
Land Development &
Environmental Engineer



**Engineering & Planning
Department**

2012 04 02

Our File: 2011-7E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2011-7E
EAST END BIOFILTER UPGRADES**

PURPOSE

The purpose of the report is to recommend award of the Contract for biofilter upgrades at the East End Water Pollution Control Plant to Avery Construction Ltd., and to recommend approval of additional engineering fees.

BACKGROUND

Council is aware of past complaints of off-site odor in the neighborhood of the East End Wastewater Treatment Plant. On March 21, 2011 Council approved award of design and engineering work for the biofilter media replacement to AECOM, based on a recommendation to upgrade the biofilter to an inorganic filter media, with enhanced humidification and irrigation. The original design constructed in 2006 used cedar root filter media with a life expectancy of 5 years. The new inorganic material and installation includes a 10 year performance guarantee. The intent is to ensure the greatest likelihood of success in reducing the frequency of off-site odor complaints.

On May 9, 2011 Council approved a by-law to authorize an agreement with AECOM for the completion of the engineering services related to the upgrades. The engineering estimate for this work was \$143,500 (excluding HST).

ANALYSIS

Tenders received for Contract 2011-7E were opened at a public meeting on Friday November 25, 2011, in the Tarentorus Room of the Civic Centre. Present at the opening was Councillor Pat Mick as well as City staff and contractor representatives.

Only two (2) tenders were received. Tenders submitted were found to be complete and are summarized on the attached report from AECOM. The low tender of **\$2,451,121.46** (excluding HST) was received from Avery Construction Ltd. which was higher than the estimate of **\$1,637,686.53** (excluding HST). The Contractor requested to negotiate with the City which resulted in a revised tender price of **\$1,851,964 (excluding HST)**. The much

lower price was a result of eliminating the requirement for winter work, and reconfiguration of the planned changes to the system.

The consultant notes that **despite the reduced cost the overall integrity and performance of the project will not be adversely impacted. The negotiated changes relate primarily to schedule changes and the location of some of the structures and equipment. The biofilter facility will operate as was intended in the original design.**

Additional design and administration work is attributable to six items as outlined on the attached. Engineering fees for these tasks is estimated at a value of \$62,300 (excluding HST). This results in a revised engineering estimate of \$205,800 (excluding HST). The Engineering Division is of the opinion that these fees are appropriate, considering the specialized nature of this work.

There will be some periods of time this summer when the odor control system will be shut down. They will be minimized as much as possible. The Engineering Division will ensure timing and duration of the shut downs will be communicated to the residents in the area and the ward Councillors.

IMPACT

The impact to the budget for the biofilter upgrade is the construction contract of \$1,851,964 and the revised engineering fee of \$205,800 for a total of \$2,058,000 excluding HST. A budget amount of \$1.2 million was carried forward for this project from 2011 sewer surcharge budget, and an additional \$1.2 million was placed in the upcoming 2012 sewer surcharge budget for a total budget of \$2.4 million (including 1.76% PVAT). Note that the original \$1.2M budget was based on a preliminary quote from a biofilter media supplier for a relatively new, and less expensive inorganic media; however, the formal quote from this supplier was for the more traditional inorganic media in order to ensure the guarantee can be met.

STRATEGIC PLAN

Biofilter upgrades link to Strategic Direction 1: Developing Solid Infrastructure, Objective 1A – Environmental Leadership.

RECOMMENDATION

It is recommended that By-law 2012-59 authorizing execution of the construction contract with Avery Construction for \$1,851,964 (excluding HST) be approved, and that the engineering fees estimate be revised to \$205,800 (plus HST) with funding from the 2011 and 2012 sewer surcharge budgets.

Respectfully submitted,



For
Catherine Taddo, P. Eng.
Land Development & Environmental Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb
Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratosi
Chief Administrative Officer

March 27, 2012

Ms. Catherine Taddo, P. Eng.
Engineering Department
City of Sault Ste. Marie
99 Foster Drive, 5th Floor
Sault Ste. Marie, Ontario
P6A 5N1

Dear Ms. Taddo:

Project No: 60215388

**Regarding: East End WPCP Biofilter Upgrades
Project Budget and Tendering**

The purpose of this letter is to address the overall project budget and to report on the results of contract negotiations with the low tenderer. This report is a supplement to the tender report dated December 5, 2011 (copy attached).

Background

In 2010 an assessment of the performance of the East End Water Pollution Control Plant (EEWPCP) biofilter was completed which concluded that the "organic" biofilter media was approaching the end of its useful life and should be replaced with "inorganic" material and enhanced humidification and irrigation systems. The "inorganic" media, although more expensive has a guaranteed 10 year service life and enhanced performance relative to "organic" media.

At the time of the biofilter performance assessment in 2010, budget prices were obtained from two vendors that supply "inorganic" media and associated humidification and irrigation equipment. Based on the budget pricing received from the vendors, which varied dramatically, the total project cost was estimated to be in the range of \$850,000 to \$1.5M with an accuracy of $\pm 20\%$. The pricing in the lower end of the range was attributed to a relatively new "inorganic" media offered by one of the vendors.

AECOM was subsequently retained by the City to prepare a formal tender for the required upgrades. Early in the design process it was decided to procure the work through a two stage process as follows:

- **Step 1** – select a preferred media vendor through a Request for Proposal (RFP) process. The RFP process provides some flexibility in selecting a media vendor based on performance as well as cost.
- **Step 2** – Prepare a tender to retain the services of a general contractor to complete the upgrades and install the media and equipment to be supplied by the pre-selected vendor identified in Step 1.

In 2011 a formal request for proposal (RFP) was issued to several media suppliers. In response to the request, proposals were received from the two vendors that had previously provided budget pricing in 2010. Despite the significant variation in the pricing provided in 2010, the pricing provided at the request for proposal stage in 2011 was very comparable (ie. the lower priced vendor had increased their pricing substantially). The two submissions were evaluated by the Consultant and City staff and a preferred vendor was selected based on technical considerations and in particular the performance guarantee offered. The higher pricing received in 2011 resulted in the overall project cost being in the high end at the \$850,000 to \$1.5M range.

It is also noteworthy that the selected, vendor recommended an increased media depth (ie. recommended media depth increased from 1725mm in 2010 to 2000mm in 2011). The additional media depth resulted in a need to increase the height of the walls of the containment structure resulting in further impacts to the project cost.

Once a preferred media vendor was selected the second step in the process was initiated. A tender was prepared incorporating the pre-selected vendor and two tender submissions were received on Friday, November 25, 2011. The following were the Total Tender Prices, excluding HST, in ascending order of bid price:

- | | | | |
|----|-----------------------------|---|----------------------------|
| 1. | Avery Construction Limited. | - | \$2,451,121.46 |
| 2. | R.M. Belanger Limited | - | \$2,685,977.53 (corrected) |

The low tender submitted by Avery was approximately 50% higher than the tender estimate prepared by AECOM. We believe the following likely contributed to the high tender values:

1. The Tender included the following requirement:
"The City is bound to a collective agreement with the labourer's International Union of North America, Local 1036 and the United Brotherhood of Carpenters and Joiners of America, Local 446. The Contractor and their subcontractors where these trades are applicable must be bound by a collective agreement with the Unions."

This requirement unfortunately limits the number of Contractors and subcontractors that are eligible to submit a bid for this project. The Contractors and their subcontractors were aware that there would be limited competition and may have assumed they would be the sole bidder for this work and priced the work accordingly.

2. The work was scheduled to be completed in the winter and perhaps the Contractors included a higher premium for winter work relative to our estimate.
3. Due to a lack of familiarity with this type of work and the winter conditions the Contractors may have included increased allowances for risk.
4. In the case of Avery Construction they felt that they would have trouble meeting the scheduled substantial completion date included in the contract and included \$45,000 to cover liquidated damages for a possible late completion.
5. The tender included the installation of a drain at the plant that does not relate to the Biofilter upgrade.

Given the high values of the two tenders, AECOM recommended that the City consider other options for procuring this work. At the request of the low tenderer and following receipt of input from the City's Legal Department, the City elected to initiate negotiations with the low tenderer with the objective of lowering the project cost to a level more consistent with the Consultant's pre-tender estimate.

Through the negotiation process various schedule and design changes were identified which resulted in a reduction from the originally tendered value of \$2,451,121.46 to \$1,851,963.62. The Contractor has submitted formal documentation confirming that he is prepared to construct the modified design with a more favourable schedule for the lower price.

Despite the reduced cost the overall integrity and performance of the project will not be adversely impacted. The negotiated changes relate primarily to schedule changes and the location of some of the structures and equipment. The biofilter facility will operate as was intended in the original design.

Although this project will address several shortcomings with the operation of the biofilter, the air sampling program completed in 2010 identified other on-site sources which may be contributing to off-site odours. The proposed biofilter upgrade may not eliminate off-site odour issues entirely.

Engineering Fees

At the onset of the project an engineering budget was established for this assignment based on the anticipated tasks required to plan, design and oversee the construction of upgrades to the odour control system at the EEWPCP.

During the planning and design phases several additional tasks were encountered and/or extra effort was required as follows:

1. Execute and administer a subconsultant agreement with Bay Products. Initially it was intended for the City to enter into an agreement with Bay Products for the preparation of shop drawings. During the design phase the City requested that the AECOM enter into the agreement with Bay Products in lieu of the City. This approach has been used in the procurement of other City projects, most notably the East End Water Pollution Control Plant

where preselected vendors entered into contracts with the Consultant for the supply of shop drawings. An agreement was drafted and the terms of the agreement were negotiated over a period of 3 weeks. There was considerable difficulty reaching terms and conditions acceptable to both parties. The process was much more involved than anticipated. The total extra effort required for this task was \$4800. Correspondence related to the negotiations can be provided to support this expenditure.

2. Problems with the biofilter stack drainage had been identified previously by Plant staff. It was decided that it would be appropriate to address this problem at the time of the biofilter upgrades. Various options were developed by AECOM to provide suitable drainage for the stack and a preferred design was selected through consultation with operations staff and incorporated into the tender package. Total effort for this item was \$6200.
3. The replacement media depth proposed by the pre-selected vendor is greater than the existing media depth. Although the increased depth will enhance performance, the additional depth necessitated increasing the wall height for the containment structure. This design work was not anticipated. Total effort for this component is \$10,600.
4. There were many challenges in working with the pre-selected vendor to deliver acceptable shop drawings in a timely manner. Weekly meetings and ongoing communication was required to push the vendor to meet his schedule commitments. In addition submissions were received in a piecemeal fashion and numerous resubmissions were required. Extra effort required for this task was \$5200.
5. Negotiations with the low bidder including re-design and assessment of proposed changes. The effort for this task is ongoing. We suggest a budget of \$20,000 for this task. This includes correspondence and meetings with the Contractor as well as design modification assessments and preparation of "for construction" drawings delineating the approved changes.
6. Initially the construction phase was to be compressed into a tight timeframe which would result in inspection/administration costs savings. In order to reduce construction costs the construction timeframe is being extended. With this change we are anticipating a budget increase of \$15,000 for this component of the project.

Based on the foregoing, the total estimated increase in the engineering budget is \$61,800 resulting in a total estimated engineering cost for this project of \$205,800. Based on a renegotiated construction value of \$1.85M the total engineering fee is under 11% of the construction value which is reasonable for this type of multi-disciplinary assignment with a two stage vendor pre-selection process.

Overall Project Budget

Assuming a construction value of \$1.85M and engineering fees of \$205,800 we suggest an overall project budget of \$2.1M to allow for some contingency.

Conclusions

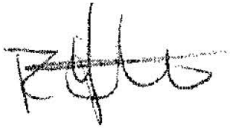
In summary, we recommend the following:

1. The required by-law be passed by Council as per the attached Agreement between Owner and Contractor for execution of the related construction contract; and

2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation and prepare the related contract documentation and prepare the related contracts for signing by both parties.

Should you have any questions please contact the undersigned.

Sincerely,
AECOM Canada Ltd.



Rick Talvitie, P. Eng.
Branch Manager

RT:nm

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



Engineering & Planning
Department

2012 04 02

Mayor Debbie Amaroso and
Members of Council

Re: Resurfacing of City Streets – 2012
Miscellaneous Construction Program

PURPOSE

The purpose of this report is to advise Council about the planned 2012 road resurfacing program.

BACKGROUND

Each year, the majority of the \$1M miscellaneous construction budget is allocated to road resurfacing. As noted in previous reports, miscellaneous construction funds allocated to resurfacing are rapidly becoming insufficient to meet the needs as the budget is not keeping pace with rising construction costs. The Engineering Division foresees several road sections on arterial roads which will require resurfacing within the next few years. In order to meet the immediate demand, funds were set aside for road resurfacing in the approved 2011/2012 capital construction program to resurface more streets in 2012 than the miscellaneous budget will allow. This diverts money away from our road reconstruction efforts.

ANALYSIS

The resurfacing program for the 2012 construction season will include the following streets:

Bruce Street from Salisbury Avenue to Wellington Street

This portion of Bruce Street will be resurfaced using an asphalt recycling technique, including a 50 mm layer of new surface asphalt.

Allen's Side Road from Third Line northerly

Over the past few years, Fifth Line east of Great Northern Road, Landslide Road and Old Garden River Road have received recycled asphalt donated from several urban resurfacing projects, and overlaid with a layer of new surface course asphalt. In 2011, we also resurfaced Fourth Line from Great Northern Road to a point west of the Root River Bridge in this manner. It is a cost effective method of resurfacing our rural roads. It is proposed that this technique be continued on Allen's Side Road starting at Third Line and proceeding northerly. The intent is to complete the resurfacing of the Allen's/Fourth Line corridor from

Third Line to Goulais Avenue over the next few years. Surplus recycled asphalt from Bruce Street will be donated to Allen's Side Road.

People's Road from Everett to Third Line

People's Road from Everett to Third Line will be resurfaced this summer with funds from the approved capital works program. An asphalt recycling technique will be employed.

Airport Road from Base Line Road southerly

The recycled asphalt from the People's Road project will be used together with new asphalt for resurfacing Airport Road starting at Base Line and proceeding southerly to the airport if quantities permit.

IMPACT

The above program will be funded by the budgeted amount in the 2012 miscellaneous construction budget for resurfacing streets and the resurfacing allowances in the 2012 capital budget. The contracts are administered and inspected in-house by engineering technical staff.

STRATEGIC PLAN

Road resurfacing is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that Council accept this report as information.

Respectfully Submitted,

Recommended for Approval,

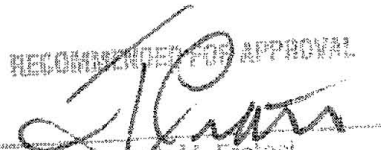


Don J. Elliott, P. Eng.
Director of Engineering Services

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

RECOMMENDED FOR APPROVAL



Joseph M. Frazer
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO.: P.4.6.419

2012 04 02

Mayor Debbie Amaroso
and Members of City Council

PURPOSE

The purpose of this report is to recommend to Council that the property located adjacent to 158 Sackville Road be declared surplus and be placed on the market for sale by the City.

ATTACHMENT

Attached is a plan with the property shown as "Subject Property".

BACKGROUND

In 2011, the City received an inquiry regarding the subject property asking if the subject property was available for sale. At that time the party, S&T Electric was advised that the City would have to circulate various City departments in order to determine if the subject property could be declared surplus.

ANALYSIS

If Council does declare the subject property surplus, then by City procedure a resolution would then be prepared and passed by Council declaring the subject property surplus. The subject property would then be advertised once in the Sault Star and also appear on the City's web page.

-more-

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400 ~ Fax: (705) 759-5405
www.cityssm.on.ca

2012 04 02

Page 2

IMPACT

If the City decides to dispose of the subject property, it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

My recommendation is to dispose of this property by closed bid.

Respectfully submitted



Melanie Borowicz-Sibenik,
Assistant City Solicitor
Legal Department

Enclosure

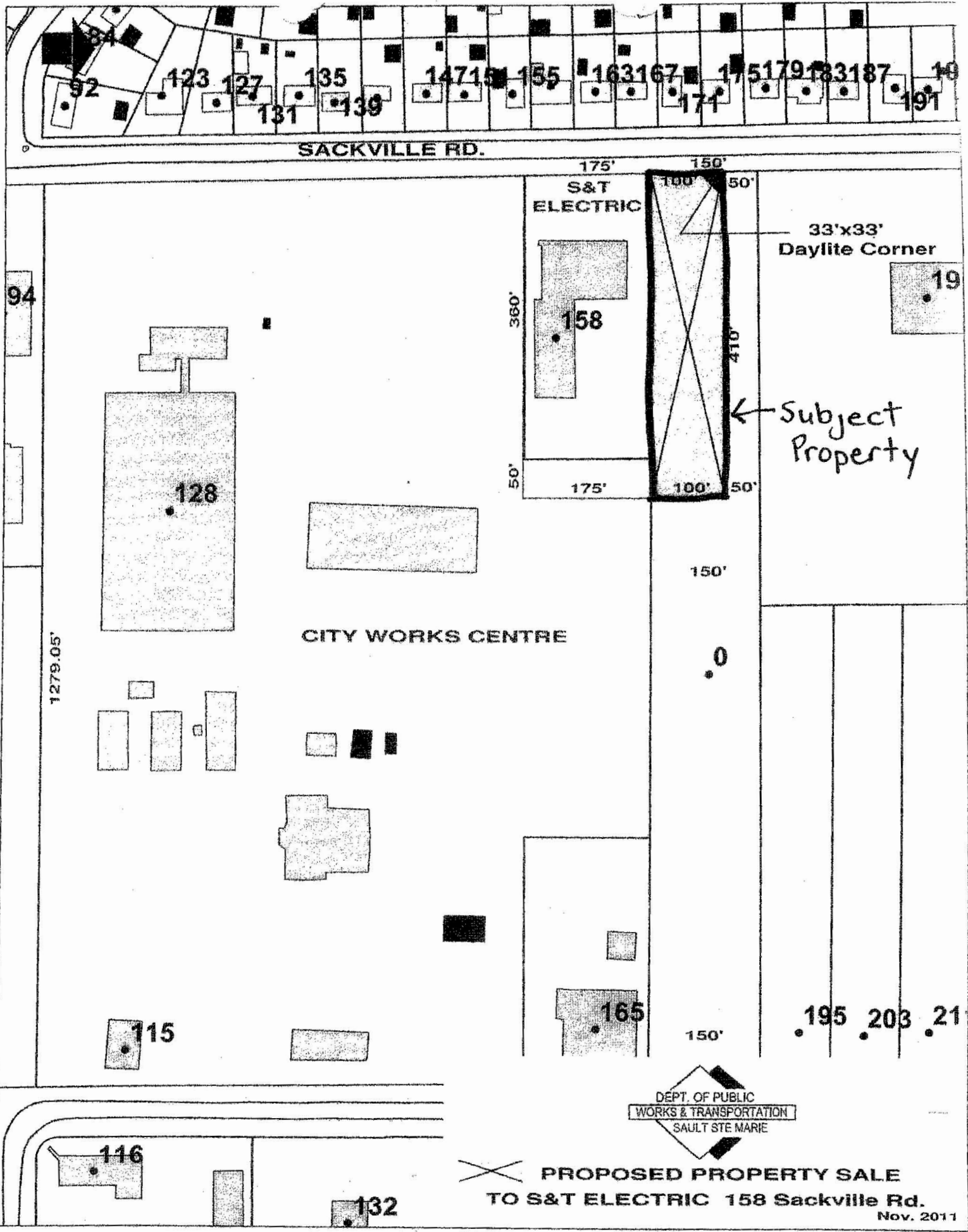
MBS/cf

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(m)



PROPOSED PROPERTY SALE
TO S&T ELECTRIC 158 Sackville Rd.
Nov. 2011

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR



LEGAL
DEPARTMENT

FILE NO. P.4.2.158

REPORT TO: Mayor Debbie Amaroso
and Members of City Council

REPORT FROM: Melanie Borowicz-Sibenik,
Assistant City Solicitor

DATE: 2012 04 02

**RE: EASEMENT REQUIRED FOR THE PORTION OF THE HUB TRAIL OVER
SAULT STE. MARIE REGION CONSERVATION AUTHORITY
PROPERTY IN THE AREA OF THE FORT CREEK CONSERVATION
AREA**

PURPOSE

The purpose of this report is to recommend to Council that it authorize an easement to be acquired by the City from the Sault Ste. Marie Region Conservation Authority ("SSMRCA") for the portion of the hub trail located on its property in the area of the Fort Creek Conservation Area. The easement is subject to the condition that the City pay any property taxes that might be levied against the SSMRCA property upon which this portion of the hub trail is located.

ATTACHMENT

- (1) A copy of the schedule to be attached to the easement document to be registered.

-more-

2012 04 02
Page 2

COMMENT

The easement is required to formalize the hub trail that was built on a portion of the property owned by the SSMRCA in the area of the Fort Creek Conservation Area over Parts 1, 2, and 3 on Plan 1R12144, over Part 1 on Plan 1R12143 and over Parts 1 and 4 on Plan 1R12142.

RECOMMENDATION

The recommendation from staff is that the City of Sault Ste. Marie authorize the easement with the SSMRCA subject to the condition that the City pay any property taxes that may be levied against the SSMRCA for the portion of the hub trail that is located on their property described as Parts 1, 2, and 3 on Plan 1R12144, Part 1 on Plan 1R12143 and Parts 1 and 4 on Plan 1R12142. I concur with this recommendation.

By-law 2012-56 appears elsewhere on the agenda and is recommended for your approval.

Respectfully submitted,



Melanie Borowicz-Sibenik,
Assistant City Solicitor
MBS/da
Attachments
c.c. Steve Turco, Planner

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

PART PIN: 31568-0094 (LT)
PARTS 1, 2, 3 ON PLAN 1R12144

PART PIN: 31567-0218 (LT)
PART 1 ON PLAN 1R12143

PART PIN: 31567-0218 (LT)
PART 1 ON PLAN 1R12142

PART PIN: 31562-0347 (LT)
PART 4 ON PLAN 1R12142

Conditions of Hub Trail Easement - EASEMENT IN GROSS

The Sault Ste. Marie Region Conservation Authority ("Transferor") grants to The Corporation of the City of Sault Ste. Marie ("Transferee") free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain the walking and cycling trail, commonly known as the hub trail, upon the lands described in this document.

The Transferor covenants and agrees to provide free, uninterrupted and unobstructed access to the Transferee, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the lands described in this document.

The Transferor covenants and agrees with the Transferee that the Transferor shall not build or cause to be built any building, structure, fence or other obstruction over the easement granted in this document.

The Transferee covenants and agrees with the Transferor that it shall be responsible for any damage caused by the negligence of its own agents or employees to the property of the Transferor on the lands owned by the Transferor in the course of exercising the rights and easement hereby transferred.

The Transferee covenants and agrees to indemnify and save the Transferor harmless from all actions, causes of action, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the use of the hub trail by the general public.

The Transferee covenants and agrees with the Transferor to keep that portion of the hub trail located on the easement herein granted in a good and reasonable state of repair.

The Transferee covenants and agrees with the Transferor to reimburse the Transferor for any municipal taxes payable the lands described in this document.

This easement is for the benefit of the balance of the cycling and walking hub trail of the Transferee.

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2012 04 02

Mayor Debbie Amaroso and
Members of City Council

**RE: New Comprehensive Signs By-law
Request to Extend the Digital Signs Moratorium**

PURPOSE

The comprehensive Signs By-law Steering Committee is requesting the following:

1. That City Council accepts the attached Draft Digital Sign's By-law and authorize staff to give public notice of an open house to be held on Wednesday April 25, 2012, 4-7pm in the Russ Ramsey Room.
2. That City Council grant a further extension to the current moratorium on new digital/electronic signs, which will expire at the end of April. An extension to June 30, 2012 is being requested.

BACKGROUND

On September 26, 2011, City Council passed the following resolution:

"Whereas the City has been without a comprehensive review of its signs by-law for many years; and

Whereas electronic digital sign regulations are not part of the City's permanent signs by-law; and

Whereas applications for placement of these signs have increased in the city over the past year; and

Whereas a committee made up of City staff, City Council members and industry personnel will soon be created to review and perhaps amend the City's current signs by-law;

Therefore Be it Resolved that City Council decide on the digital sign application before it and institute a moratorium on all future digital sign requests until such time as a formal review of the City's sign policies have been completed and a final decision has been made regarding such policies."

On January 23, 2012, City Council passed the following resolution:

"Resolved that the report of the Planning Division dated 2012 01 23 concerning the New Comprehensive Signs By-law – Request to extend the digital signs moratorium be received and the Recommendation that City Council accepts this report and extends the moratorium on all future digital sign requests until April 1, 2012."

ANALYSIS

City Council is being asked to authorize public notice of an Open House to gain public comment on the Draft Digital Signs By-law.

On February 23, 2012, the Draft By-law was circulated to local sign industry stakeholders for comment. This circulation did not result in any suggested changes.

IMPACT

There are no significant impacts resulting from the approval of this request.

STRATEGIC PLAN

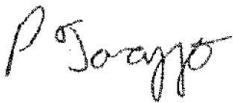
Approval of this request is not related to any activity identified in the City's Corporate Strategic Plan.

RECOMMENDATION

That City Council accepts this report and:

1. Authorizes staff to provide public notice of an open house, scheduled for Wednesday April 25, 2012.
2. Extends the moratorium on all future digital sign requests until June 30, 2012.

Respectfully Submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Don McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

Data\APPL\REPORT\PT REPORT-Signs By-law Digital Draft Request for Public Notice.docx

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



DRAFT
Digital Signs By-law

1 INTERPRETATION

- 1.1** Notwithstanding the provisions of Signs By-law 2005-166, this by-law shall exclusively regulate *digital signs and digital fuel price indicator signs*.
- 1.2** Where a specific provision of this by-law conflicts with a specific provision of by-law 2005-166, the provision contained herein shall prevail.

2 DEFINITIONS

- 2.1** **Billboard Sign** – An outdoor sign that advertises goods and services that are not available upon the same property or premises in which the sign is located.
- 2.2** **Digital Sign** – Means any sign that is remotely changed on or off site and incorporates a technology or method allowing *sign copy* to be changed without having to physically or mechanically replace the *sign face* or its components. Such signage may include but is not limited to the following:

- LED, LCD, Plasma screens and projectors which may depict and/or project text, pictures and/or videos
- Digital readerboards which depict moving or static text only

Exclusion – *Digital Fuel Price Indicator Signs*

- 2.3** **Digital Fuel Price Indicator Sign** – A portion of a sign in association with a fuel sales use, as defined by zoning by-law 2005-150, as amended, which contains a digital display of current fuel prices only.
- 2.4** **Off-site advertising** – The *sign copy* advertises goods and services that are not available upon the same property or premises in which the sign is located.
- 2.5** **On-site advertising** – The *sign copy* advertises only those goods and services that are available upon the same property or premises in which the sign is located.
- 2.6** **Sign** – A device or structure used or capable of being used as a visual medium to attract attention to a specific subject matter for identification, information or advertising purposes.
- 2.7** **Sign Copy** – Any colour, graphic logo, symbol, word, numeral, text, image, message, picture or combination thereof displayed on a sign face.
- 2.8** **Sign Face** – is the interior area of a sign, excluding the frame portion of the sign.



3 REGULATIONS FOR *DIGITAL SIGNS*

3.1 General Prohibitions

No *digital sign* shall:

- a. Flash, scroll or fade, during the transition of *sign copy* as described later in this by-law, including any lighting or backlighting effects;
- b. Emit sound or be interactive in any way;
- c. Depict or display *sign copy* that could be misinterpreted as an emergency vehicle or traffic control device;
- d. Block or reduce the visibility of a traffic signal, traffic sign or other traffic control device;
- e. Contain the words or phrases 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield' or 'Detour', unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product;
- f. Be a portable sign as defined by Signs by-law 2005-166;
- g. Be projected onto a building structure or any surface; and,
- h. Be located or encroach upon a public right of way, unless permitted herein or by Streets by-law 2008-131 as amended.

3.2 Duration of Message

Digital sign copy shall be displayed continuously in a static manner and without change for a period of time that is not less than **1 minute**.

3.3 Transition of Messages

Sign copy may change if the transition:

- a. Is no longer than **1 second** in duration;
- b. Is a change of the entire *digital sign copy area*;
- c. Does not consist of partial, incremental or sequential changes of the *sign copy area*; and,
- d. Does not display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling or the illusion of such effects.

3.4 Brightness

All *digital signs* shall be equipped with an automatic light sensor to adjust the brightness level of the *sign copy area*. The sensor must be set so that brightness levels do not exceed 3.23 lux (0.3 foot candles) above ambient light conditions.



3.5 Location

- a. *Digital signs* displaying *on-site advertising* are permitted in commercial, Industrial and Institutional Zones as outlined in Zoning By-law 2005-150. Unless otherwise noted in this By-law, such signage shall adhere to the size, setback and sight triangle regulations set out in by-law 2005-166.
- b. *Digital signs* displaying *off-site advertising* are permitted on *billboard signs* only. Unless otherwise noted in this By-law, such signage shall adhere to the billboard regulations set out in Signs by-law 2005-166.
- c. *Digital signs* shall be setback a minimum of 22m from a residential zone.

3.6 Setbacks from Intersections

Where a *digital sign* is to be located within 100m of a signalized intersection or 50m of a non-signalized intersection of 2 publicly owned roadways or a railway crossing, prior to the issuance of a permit, a safety review must be conducted by a Professional Engineer, to the satisfaction of the Commissioner of Public Works and Transportation.

- a. The safety review shall identify why the sign is acceptable at the location being proposed, as well as any mitigating measures aimed at reducing potential risks, based upon but not limited to the following items:
 - i. Crash history
 - ii. Traffic and pedestrian volumes
 - iii. Roadway speed
 - iv. Existing and expected driver workload
 - v. Relative geometric complexity of the roadway and/or intersection.

The distance from any intersection shall be measured from the centre of the intersection of 2 or more public and/or rail line right of ways.

3.7 Specific Digital Sign Regulations

Sign Types where Digital Sign Copy is Permitted	Maximum Size	Maximum Projection Where Applicable	Minimum Clearance above established grade	Maximum number of Digital Signs per Lot	Minimum setbacks, maximum height and sight triangle regulations, minimum separation between signs and any other provisions not specifically mentioned in this by-law.
<i>Billboard Sign</i>	20m ²	N/A	3m	Not more than 1 <i>digital sign</i> per lot.	Same as those outlined for specific sign types in By-law 2005-166
Canopy, Awning, Marquee	N/A	N/A	3m		
<i>Ground Sign</i>	7.5m ²	N/A	No minimum.		
<i>Projecting Sign</i>	1m ²	0.3m	3m		
<i>Roof Sign</i>	20% of roof area	0.3m	3m		
<i>Wall Sign</i>	15% of facade	0.3m	3m		
<i>Window Sign</i>	50% of total window area	N/A	3m		



4 REGULATIONS FOR *DIGITAL FUEL PRICE INDICATOR SIGNS*

Nothing in this by-law shall restrict the use of *Digital Fuel Price Indicator Signs* so long as they are in association with, and located upon the same site as a fuel sales use. Not more than 2 *digital fuel price indicator signs* are permitted. Each *digital fuel price indicator sign copy area* may not exceed **0.5m² (5.3sq.ft)**.

5 ADDITIONAL REGULATIONS

- a. *Digital signs* shall be designed so as to cease operation in the case of a malfunction.
- b. Except in the case of a *billboard sign*, *digital signs* may not display *off-site* advertising.

6 APPLICATION REQUIREMENTS

Applications for *digital signs* must include the following, in addition to the application requirements set out in Signs by-law 2005-166:

- a. One copy of a scaled drawing for each side of the sign, giving all dimensions and areas, as well as colours and materials used.
- b. One copy of a site plan showing the proposed location of the sign in relation to sight triangles, signalized and non-signalized intersections and lot lines.
 - i. If applicable, a safety review, completed by a qualified Professional Engineer, as outlined above.
- c. One signed copy of Appendix A which includes the following statements:
 - i. The applicant agrees to only display on-site advertising, unless the application is for a billboard sign.
 - ii. The applicant has read, understands and agrees to adhere to the regulations contained in the following sections of this by-law:
 - General Prohibitions
 - Duration of Message
 - Transition of Messages
 - Brightness

7 PENALTY

Every person who contravenes the provisions of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.



APPENDIX A

APPLICANT AFFIDAVIT FOR DIGITAL SIGNS

I hereby affirm and certify that the sign being installed under this permit application will adhere to the requirements of the City of Sault Ste. Marie Digital Signs By-law, including but not limited to:

1. Unless a Billboard Sign is being applied for, the sign will contain on-site advertising only.
2. The sign will display 'static' messages for a period of at least 1 minute.
3. The transition between sign copy will take less than 1 second. Such transition will be a change of the entire digital sign copy area, without any effects such as flashing, fading or scrolling.
4. The digital sign will be equipped with an automatic light sensor, set so that brightness levels do not exceed 3.23 lux above ambient light conditions.

I _____ (print name) have read and understand the requirements and restrictions set out in the Digital Signs By-law.

X _____

Date: _____

March 20, 2012

Mayor Debbie Amaroso

Corp. of the City of Sault Ste. Marie

P.O. Box 580

Sault Ste. Marie, Ontario P6A 5N1



Dear Mayor Amaroso,

I recently attended and participated in the CARHA World Cup held in Sault Ste. Marie, Ontario. After returning home and reflecting on my experience I felt compelled to write this letter.

I have played in the last three World Cups, 2004 in Ottawa, 2008 in Quebec City and this year in Sault Ste. Marie. On the surface the previous venues were more grandiose and certainly offered a bounty of interesting and unique activities. I admit, I was apprehensive about attending this year's tournament because the "Sault" didn't sound very exciting. I even considered not coming. In the end I decided that at the age of 64 I am not so sure how many more of these tournaments I can play in so I made the trip.

I wrote this letter to tell you that the people of Sault Ste. Marie made this the most enjoyable tournament ever. I was surprised and delighted when I walked through a tunnel of people who applauded and welcomed me personally to the Essar Center on opening night. Later the same evening when the players and attendees from all of the countries marched in the street behind their respective flags from the Essar Center to the Delta Center and athletes village I was startled by the people on the sides of the road who were there to welcome us. The night was one of the coldest of the year yet families with children of all ages stood on the side of the road with smiles on their faces. They applauded the marchers, shook hands and high fived while waving lighted wands. Before the parade ended I had a smile on my face that is still there.

My team came from Florida and was a rag tag group at best. We were supplemented by some local skaters and a few independents. We tried hard but did not win a game. The local contingent of players could not have been more gracious, more friendly or more competitive. Their spirit and their genuine hospitality was a tremendous reflection of the quality of people in the "Sault".

I walked away from this World Cup with new friends I will have for a lifetime. Memories I will cherish forever and a keen appreciation for the hard work put in by everyone involved to make this a great tournament. All of that being said, it is the wonderful, friendly and hard working people of the "Sault" that made this the best World Cup ever. Congratulations and Thank You. Thank you very much.

Sincerely,

Robert A. Lake

131 Idlewood Acres Lane

Pomona Park, FL 32181

USA

Wynd Breakers (at large) Hockey Club

RECEIVED
MAR 27 2012
MAYOR'S OFFICE

6(6Xa)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2012 04 02

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-8-12-OP – filed by Peggy & Frank Naccarato

PURPOSE

The applicants, Peggy & Frank Naccarato, are requesting an amendment to the City of Sault Ste. Marie Official Plan, by way of a Special Exception, to facilitate the creation of three (3) additional rural residential lots. The Official Plan permits the severance of one (1) rural residential lot only. The purpose of this application is to seek an amendment to the current Rural Area policies of the Official Plan.

Subject Property:

- Location – Sec 31 NW1/4 PT RP 1R9729 Part 2, located on the southeast corner of Second Line West and Town Line, civic no. 790 Town Line Road
- Size – Approximately 377.4m (1,238.2') frontage x 390.87m (1,282.4') depth; 13.1 ha (32.4 acres), irregular in shape
- Present Use – Rural Residential
- Owner – Peggy Naccarato

BACKGROUND

At the March 5, 2012, meeting, City Council deferred this application to allow for additional information concerning the number of severances that have been approved on both this property and at the former Thompson farm (the Brad Morley application). On March 19, 2012, Council approved the applicant's request to sever three (3) additional rural residential lots. Attached to this report is Official Plan Amendment No. 184, which allows the property to be severed to create the additional lots. Also found in the agenda is By-law 2012-57, which puts the Official Plan amendment into effect.

Following the passing of the by-law approving the Official Plan amendment, a subsequent application to the Committee of Adjustment will be required to formally sever the property.

RECOMMENDATION

As per By-law 2012-57 and City Council's previous resolution on this matter, attached is Official Plan Amendment No. 184 for Council's consideration.

Respectfully submitted,



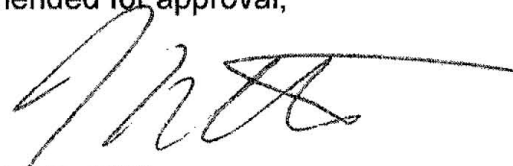
Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps

attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

**AMENDMENT NO. 184
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 Rural Area designation.

LOCATION:

Sec 31 NW1/4 PT RP 1R9729 Part 2, located on the southeast corner of Second Line West and Town Line, civic no. 790 Town Line Road

BASIS:

This Amendment is necessary in view of the request to create 3 new rural residential lots, whereas Rural Area Policy 11 restricts new rural area lot creation to 1, counted from December 2009.

The proposal does not conform to the existing Rural Area policies as they relate the to the subject property.

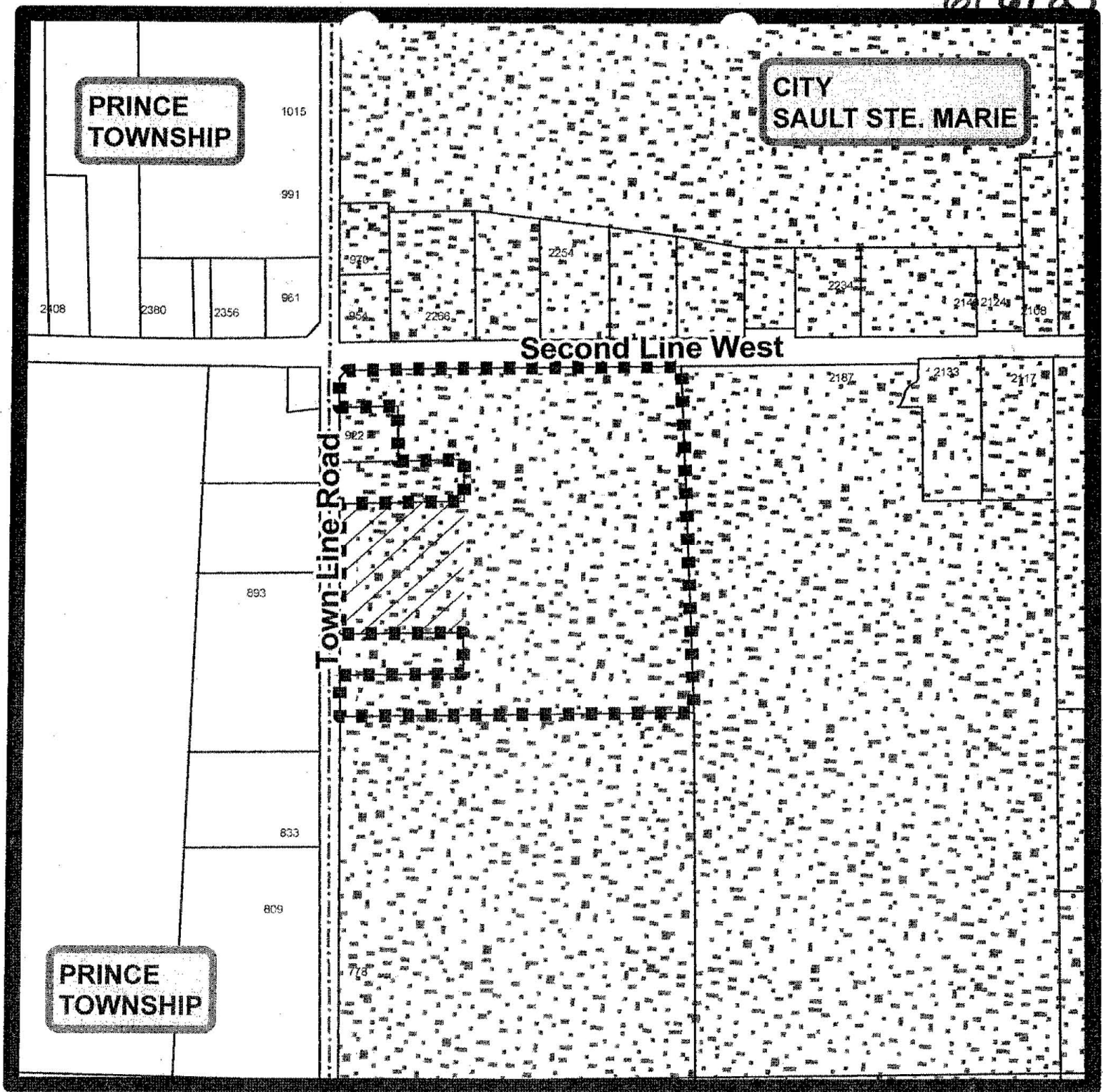
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Rural Area Policy 11.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

125. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as Sec 31 NW1/4 PT RP 1R9729 Part 2, located on the southeast corner of Second Line West and Town Line, civic no. 790 Town Line Road, may be severed to create 3 additional lots for rural residential purposes, conditional upon the successful approval of a severance application to the Committee of Adjustment.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN MAP

Planning Application A-8-12-OP

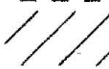
790 Town Line



Metric Scale
1 : 6000



Subject Property = 790 Town Line **Land_Use_Designation**



Proposed Lot Area



Rural Area

© 2012

Municipal Boundary

Maps
512 & 2-27

Mail Label ID
A-8-12-OP

6 (6Xb)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2012 04 02

Mayor Debbie Amaroso and
Members of City Council

**RE: Application No. A-10-12-OP – filed by 1372055 Ontario Limited
c/o Scott MacWilliam**

PURPOSE

The applicant, 1372055 Ontario Limited, is requesting an Official Plan amendment to facilitate an application to the Committee of Adjustment to permit two (2) severances.

PROPOSED CHANGE

To sever two (2) new Rural Area lots, whereas the Rural Area policies of the Official Plan limit the creation of new lots in the Rural Area to one (1).

Subject Property:

- Location – Located on the east side of Korah Road and Moss Road, approximately 42m (138') north of the intersection of Korah Road and Rossmore Road, civic no. 750 Korah Road
- Size – Approximately 771m (2,530') frontage along Moss Road and Korah Road, 391m (1,283') depth; 29 ha (71.7 acres)
- Present Use – Rural Residential and Agricultural
- Owner – 1372055 Ontario Limited

BACKGROUND

At its regular meeting on March 19 2012, City Council passed the following resolution:

"Resolved that the report of the Planning Division dated 2012 03 19 concerning application No. A-10-12-OP filed by 1372055 Ontario Ltd. c/o Scott MacWilliam be received and that the application be approved in principle subject to appropriate conditions being developed by staff within 2 weeks."

ANALYSIS

Comments

At this point in time there are no conditions to be applied. Site specific conditions will be addressed by the Committee of Adjustment when the applicant files the required severance applications.

RECOMMENDATION

As per City Council's previous resolution on this matter, attached is Official Plan Amendment No. 183 for Council's consideration.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

attachment(s)

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

6(6)(b)

**AMENDMENT NO. 183
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 Rural Area policies.

LOCATION

Part of Sec 26 RP 1R11701 Parts 1 and 3, located on the east side of Korah and Moss Roads, Civic No. 750 Korah Road.

BASIS

This Amendment is necessary in view of a request to sever the subject property to create 2 additional single rural residential lots.

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 SSM is hereby amended by adding the following paragraph to the Special Exceptions Section:

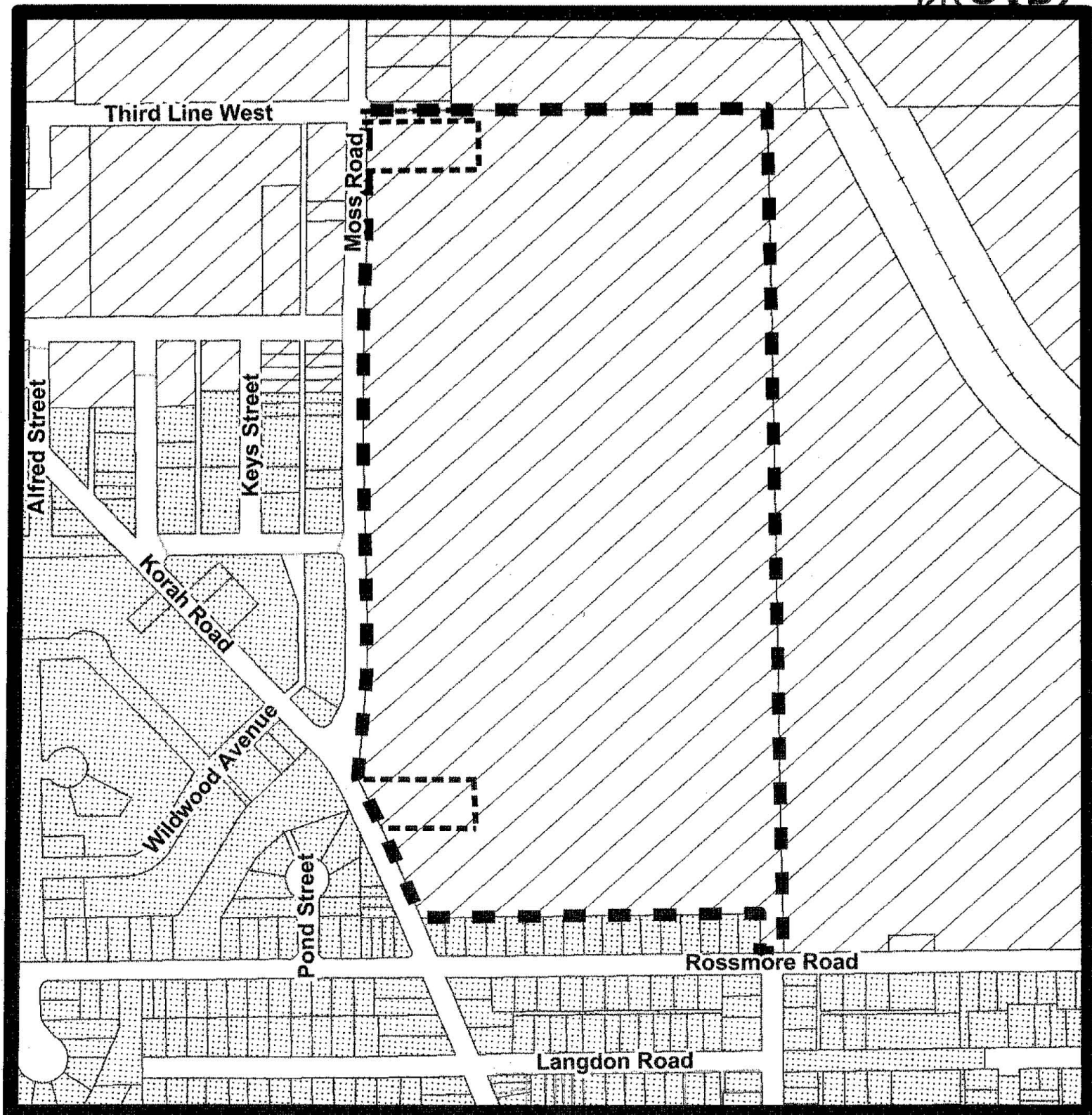
"Special Exceptions"

124. Notwithstanding the Rural Area policies of the Official Plan, lands described as Part of Sec 26 RP 1R11701 Parts 1 and 3, located on the east side of Korah Road and Moss Road, civic No. 750 Korah Road, may be used for two (2) additional rural residential lots.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

h(61b)



OFFICIAL PLAN LAND USE MAP

OP AMENDMENT
No. 183

750 KORAH ROAD

-  Subject Property = 750 Korah Road
-  Lot Proposal
- Official Plan Land Use**
- Land_Use_Designation**
-  Residential
-  Rural Area

Planning Application
A-10-12-OP



Metric Scale
1 : 5000

Maps
94 & 1-107

March 25, 2012

To: Greg Punch, President and Chair
Board of Directors
Sault Ste. Marie Economic Development Corporation

From: Tom Dodds, CEO
Sault Ste. Marie Economic Development Corporation

Re: **EDF Request – Combined Heat and Power (CHP) Prefeasibility Study, Sault Ste. Marie Innovation Centre – Project Lead**

Please find enclosed:

- SSM EDC Staff review of the above noted application;
- Sault Ste. Marie Innovation Centre's EDF \$20,000 funding request to support their prefeasibility study leading to the development of a CHP district heating project.
- An overview of the CHP RFP

Based on a review of EDF criteria (attached) and project proposal staff has determined the following:

- Pursuant to section 1.0 EDF criteria The project adequately addresses the key performance targets and fully complies with the specific economic development projects target;
- As outlined in section 2.0 of the EDF criteria the financial contribution will provide capital for prefeasibility project designed to lead to the creation and protection of jobs and the tax base by:
 - promoting and economic diversification strategy (Smart Energy) and supporting the establishment of a new industrial facility that further supports community services and organizations
 - not unfairly competing with other local enterprises
 - providing funding necessary for the project to proceed
 - supporting strategic community initiatives that create the environment for business development (e.g. it the structure development, educational/economic opportunities, sector strategy development, innovation and support for new cluster development)
- Under section 3.0 of the EDF criteria, the Sault Ste. Marie Innovation center is an eligible applicant and have completed the application (section 4.0) to the satisfaction of SSMEDC staff (please refer to Attachment A)
- Pursuant to section 5.0 "Process for Evaluating Proposals", SSMEDC staff are referring this document and attachments to City staff for review and comment.
- Pursuant to section 6.0 "Accountability, Monitoring and Reporting of Results" the SSMIC will recognize the city's contribution in projects and marketing materials were appropriate, including the city logo. The SSMIC will also make available to the city the results of the prefeasibility study when completed.

SSMEDC staff is recommending the Board of Directors support this project.

EDF REQUEST REVIEW BY SSMEDC STAFF:**COMBINED HEAT AND POWER (CHP) PREFEASIBILITY STUDY,
SAULT STE. MARIE INNOVATION CENTRE – PROJECT LEAD****PURPOSE:**

The Sault Ste. Marie Innovation Centre, on behalf of a group of community stakeholders, is requesting \$20,000 in financial support from the Economic Development Fund to undertake a \$54,740.00 Combined Heat and Power (CHP) pre-feasibility study in Sault Ste. Marie.

BACKGROUND:

The project is the first project that is being submitted for consideration under the umbrella of the *Smart Energy Strategy*, accepted by Sault Ste. Marie City Council on March 5, 2012. As part of the recommendations made by Parker Venture Management, the potential to develop district heating solutions was of high priority for Sault Ste. Marie. The specific text from the report was as follows:

“Recommendation #2: Evaluation of SSM Cogeneration and District Heating Project

We suggest a principal cornerstone of the proposed Energy Efficiency and Heat Recovery Strategy examine in detail the acceleration of cogeneration projects and district-heating potential for the businesses located in the industrial and government office cluster along the St. Mary's River, among other similar options and projects. “

The project partners (Sault Ste. Marie Innovation Centre – *Project Lead*, Public Utilities Commission, Northshore Capital Partners and the Sault Ste. Marie Economic Development Corporation) wish to retain the services of an engineering consulting firm(s) to determine the feasibility of developing a new combined heat and power generation plant that will include district heating in the City of Sault Ste. Marie, Ontario. Completion of this CHP pre-feasibility study is an important step in achieving the City's vision for the alternative energy sector in the Sault Ste. Marie region.

The partners require a strategy that allows proponents to make a decision based on sound information as to whether the project should be pursued further. Further the study should identify specific technologies and make recommendations that will result in the ability to develop the most effective and efficient solution if it is deemed feasible. Please refer to Attachment A for Further details:

Sault Ste. Marie has achieved an impressive level of activity in the alternative energy sector. We look forward to working with the consultants to develop a pre-feasibility study that could result in the development of a project enabling the community to continue to be, “The Alternative Energy Capital of North America”.

Key Considerations:

The Smart Energy Strategy consists of a broad range of recommendations. Separately these recommendations do not constitute a strategy. Developed and implemented together they create a synergy that will enable the outcome of the implementation of the one recommendation to build and enhance the outcome of the implementation of another. This prefeasibility study is examining the

development of a capital project in the form of district heating and energy generation. While it in itself is not a unique technology or concept, it is unique to this region and demonstrates one element of the Smart energy strategy. It is one of a number physical assets that will complement efforts to build innovation and knowledge capacity at the city's post-secondary institutions and Innovation centre.

The funding requested is relatively modest in amount (\$20,000) and will provide information to the community about the potential for combined heat and power projects and district heating in the city. Even if the project was not to proceed, it will provide valuable information for us to consider when developing the cities energy requirements and utilization.

This request for proposal is both in-line with the Smart Energy Strategy recommendation and adequately matched to our city's energy assets and heating needs. A unique opportunity exists where a new institutional development would provide an anchor client for the heat pending pre-feasibility and feasibility study completion. Given certain critical timelines for this project, work must be expedited in order to exploit a small window of time that could see this project take advantage of the construction of new facilities in SSM.

The proposed location of the CHP project includes an existing critical mass of potential users of the heat generated from this project in addition to a new construction project that would be able to benefit from both the output heat and the cost savings from the elimination of an on-site dedicated heating source.

This project will support local economic development and create high tech jobs.

There are a number of factors driving this application:

- A co-fired CHP facility provides the opportunity to create a number of jobs in the supply of wood products
- Given the current transmission constraints, projects like CHP allow the community to continue its momentum in energy generation projects while the grid is being upgraded.
- Other jurisdictions, particularly in Scandinavia, have been utilizing district heating for many years and this project would be a showcase for Ontario and a model for other Northern Ontario communities.
- These projects have the potential to involve local investors which contributes to wealth creation and capital being retained in SSM
- It will reduce the operating costs of the facilities that participate by an estimated 10%
- This initiative is in line with the city's goal to become the alternative energy capital of North America

Estimated Costs:

The estimated project cost for the combined heat and power project prefeasibility study is approximately \$50,000. This amount will be finalized upon receipt of proposals from consultants. The SSMIC is currently conducting a request for proposals (RFP) process to select a consultant.

Funding Partners:

The funding partners for this EDF request are as follows:

SSMIC	\$ 9,470.00
SSM-PUC	\$10,000.00
Northshore Capital Partners	\$ 5,000.00
CDC of SSM & Area	\$ 5,000.00 (pending)
SSM EDF	\$20,000.00 (pending)
Total	\$49,470.00

MEETING THE CRITERIA FOR THE USE OF THE ECONOMIC DEVELOPMENT FUND:

This project is a prefeasibility study designed to determine whether there is a business case to develop a combined heat and power project that will create employment, create wealth in the community and reduce costs for participating institutions and organizations, thereby making them more productive.

While the prefeasibility project in another itself does not create jobs add to the tax assessment will create employment or add to the city tax assessment, it does provide critical information that contributes to the economic development of the community and supports the City's community economic strategic priority of being the alternative energy capital of North America.

It is important to note that the success of the City's Smart Energy Strategy is based on the sum of its components or parts. Together they represent a progressive and unique approach to economic development.

EDF Key Performance Targets:

This project supports the Growth Plan for Northern Ontario and efforts by the province, industry and other partners to grow and diversify the renewable energy sector by capitalizing on Sault Ste. Marie's unique regional energy generation capacity and efforts to develop sector leadership and expertise in Smart (Alternative) Energy. Project development costs - should the project proved feasible and is developed will be between 17 and \$25 million.

- **Net Job Creation:**

It is estimated that should the combined heat and power project proceed, it will create short-term - 50 construction jobs, five direct jobs and 20 indirect jobs when the CHP district heating project is fully operational.

- **Increased Tax Assessment:**

The increase in the tax assessment is not known. Should it be determined that the project is feasible and proceeds, the city will receive increased tax assessment for the CHP facility.

- Economic Development Projects:

This project aligns itself well with the strategic priorities of Destiny SSM and SSMEDC and supports the creation of new economic development engines for Sault Ste. Marie. The prefeasibility study contributes to the implementation of one part of the Smart Energy Strategy for the community. It demonstrates that the community is prepared to invest in this strategy for capital projects to complement its knowledge and innovation capacity building efforts.

RECOMMENDATION

SSMEDC staff are recommending the SSMEDC Board of Directors approved and City Council support this prefeasibility study with a \$20,000 contribution from the Economic Development Fund.

Attachment A

ECONOMIC DEVELOPMENT FUND (EDF) – APPLICATION

SAULT STE. MARIE INNOVATION CENTRE

PROJECT: DISTRICT HEATING PRE-FEASIBILITY STUDY – SMART ENERGY STRATEGY

1. Applicant Information

1.1. Legal name of Business/Organization

Sault Ste. Marie Innovation Centre

1.2. Names of Officers, Directors & Principals

- Chair – Chris Wray; CAO; Township of Michipicoten
- Treasurer – Kelly McLellan; Dir. Financial Planning & Analysis; OLG
- Secretary - Dereck Whitmell; Project Director, New Lottery Systems, Information Technology; OLG
- Steve Butland; City Councillor
- Dr. Ron Common; President, Sault College
- Marc Dube; External Business Manager, St. Mary's Paper
- Jim Harmar; Senior Partner; Shelby Environmental Services
- Art Osborne, Communication Adviser/Planner, Min. of Natural Resources
- Dr. Richard Myers; President; Algoma University College
- Dr. Ron Common; President, Sault College
- Leslie Smith, Environment and Community Relations specialist, Brookfield Renewable Power
- Sang Cho, Manager - Metallurgy (Product Design), Essar Steel

1.3. History of Organization

The Sault Ste. Marie Innovation Centre was established in 1999 to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors. The organization is a non-profit corporation that currently operates a business incubator on the campus of Algoma University, provides support services to science and technology businesses and operates an award-winning Community Geomatics Centre.

1.4. Organization Mandate

The mandate of the organization is to serve as a catalyst for growth for the science and technology sectors in the Algoma District.

Vision Statement

Build and actively develop an innovative science and technology hub: a perpetual generator of knowledge and prosperity.

Mission Statement

To drive business growth, facilitate research and commercialize innovation in globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

1.5. Key Contact for Initiative

Tom Vair

Executive Director

705-9742-7927 x.3152

tvair@ssmic.com

1.6. Contributing Partners

- SSM Innovation Centre
- PUC
- Northern Channel Capital Partners

2. Project Information**2.1. Project description**

The funding requested of \$20,000 will be used to retain the services of an engineering consulting firm(s) with specific expertise in combined heat and power generation and district heating to assess the merits of constructing a Combined Heat and Power (CHP), gas or co-fired (possibly including biofuels) power generating facility that will produce electricity for the local grid and heat to surrounding facilities. This assessment will include the optimum asset configuration, associated capital and operating costs, economic cost/benefit analysis, technical analysis, and financial return models.

The project partners wish to retain the services of an engineering consulting firm(s) to determine the feasibility of developing a new combined heat and power generation plant that will include district heating in the City of Sault Ste. Marie, Ontario. The project is the first project that is being submitted for consideration under the umbrella of the Smart Energy Strategy. As part of the recommendations made by Parker Venture Management, the potential to develop district heating solutions was of high priority for Sault Ste. Marie. The specific text from the report was as follows:

"Recommendation #2: Evaluation of SSM Cogeneration and District Heating Project

We suggest a principal cornerstone of the proposed Energy Efficiency and Heat Recovery Strategy examine in detail the acceleration of cogeneration projects and district-heating potential for the businesses located in the industrial and government office cluster along the St. Mary's River, among other similar options and projects. "

This proposal is both in-line with the consultant's recommendation and adequately matched to our city's energy assets and heating needs. A unique opportunity exists where a new institutional development would provide an anchor client for the heat pending the pre-feasibility and feasibility studies can be expedited. Given certain critical timelines for this project, it is being submitted immediately in order to exploit a small window of time that could see this project take advantage of the construction of new facilities in SSM.

2.2. Objectives

1. Conduct a survey within defined area and identify existing and proposed buildings that could be connected to a district heating system. As a minimum the consultant will consider the following:
 - Sault College Campus
 - Extendicare facility currently under construction adjacent to the College campus
 - A proposed new high school adjacent to the site of the proposed cogeneration plant
 - The Sault Area Hospital
 - The FJ Davey Home
 - High rise buildings in the vicinity of Sault College
 - Ontario Provincial Police – SSM Detachment
 - Great Northern Retirement Home
 2. Conduct site assessments of the selected buildings and obtain heating requirements.
 3. Determine appropriate boilers and electrical generation equipment, including: required emission control measures, using the following fuel options:
 - a. Natural gas
 - b. Wood pellets and natural gas for stabilization and peaking requirements
 - c. Wood waste and natural gas for stabilization and peaking requirements
 4. Identify anticipated monthly fuel requirements and annual thermal and electric output of the cogeneration plant for the three fuel scenarios.
 5. Estimate approximately size and footprint of the cogeneration plant.
 6. Identify proposed route for district heating piping system.
 7. Identify capital and annual operating costs for the proposed cogeneration plant for the three fuel scenarios
 8. Develop a financial spreadsheet model that will determine the revenue required from the sale of the thermal and electric output in order to achieve a 12% return on equity based on 70% debt financing at current rates of debt for each of the fuel scenarios. The spreadsheet model software will be provided with the final report of the study.
 9. Provide a schedule for the design, construction and commissioning of the proposed cogeneration plant.
 10. Estimate the economic impact of this project in terms of job creation for
-

construction, operation and wood supply

11. Provide a final report within timing specified below.

2.3. Performance targets

The performance target will be the completion of a prefeasibility study within a specified timeframe: This will enable the proponents to move forward on a "go/no-go" decision.

Timing. Time is of the essence in the contract resulting from this proposal. The milestones for the prefeasibility study are:

- **Request for proposal document release – March 22**
- **RFP Review meetings where J. Naccarato conducts a phone meeting with each consultant – During the Week of March 26th**
- **RFP Submission date – April 11th 2012, 4:30 pm**
- **Technical review meetings where all a partners conduct reviews with top submissions – Week of April 16th**
- **Source Selection – by April 23rd**
- **Expected prefeasibility completion date – May 14th, 2012**

An outline of the work to be done, time required, and associated costs of each phase of an assessment to be completed in two steps:

- (1) a prefeasibility report where a high level review is conducted based on benchmarking and previous studies completed by the firm, and
- (2) a feasibility report outlining technical merits, costs, and materials required as well as more detailed financial model establishing the merits of proceeding with the project.
- The results of this financial model will enable the community to make a determination about other CHP projects in the future.

(Note: The requested funds are for pre-feasibility study only)

An estimate of the scope of work and cost to complete a Capital Project Authorization (CPA) grade estimate (i.e. in enough detail and with enough accuracy to secure financing) will also need to be completed detailing all the technical designs and financial models of the project, to be used to raise the required financing to complete the project.

2.4. Impacts and Limitations of Project

If, based on the results of the prefeasibility and subsequent feasibility studies, a compelling business case can be made that results in a financeable project, it is the intent of the sponsors to proceed, construct and operate the optimum (given the conditions) Combined Heat and Power plant.

The plant will create temporary project related work (engineering, procurement, construction and project management) and ongoing full and part time work to operate and maintain the facility

2.5. Methodology and timing (including key dates for progress reports and final report to Council)

Timing. Time is of the essence in the contract resulting from this proposal. The milestones for the prefeasibility study are:

- Request for proposal document release – March 22
- RFP Review meetings where J. Naccarato conducts a phone meeting with each consultant – During the Week of March 26th
- RFP Submission date – April 11th 2012, 4:30 pm
- Technical review meetings where all a partners conduct reviews with top submissions – Week of April 16th
- Source Selection – by April 23rd
- Expected prefeasibility completion date – May 14th, 2012

3. Costs and Financing

3.1. Detailed project costs

Organization	Contribution
Public Utilities Corporation (PUC)	\$10,000
Northern Channel Capital Partners (NCCP)	\$5,000
Innovation Accelerator Program (IAP)	\$4,250
Business Accelerator Program (BAP)	\$5,220
Economic Development Fund	\$20,000
Local Initiatives Fund	\$5,000
	\$49,470

The funds above will be used to generate a project budget that will be referenced in the Request for Proposal document. The consultants will work towards this number as an upper limit

Financing arrangements (e.g., equity, loans, etc.) and funding partners

This request is facilitated through SSMIC on behalf of all partners involved.

3.2. In-kind contributions

In-kind contributions will be made by the following organizations:

- SSM Innovation Centre (staff time, skill set, office space)
- SSM Economic Development Corporation (staff time, skill set)
- PUC (staff time, skill set)
- North Channel Capital Partners (staff time, skill set)
- Sault College (staff time, skill set)

3.3. Balance, Financial Statements, Cash flow projections (historical and projected)

The financial statements of the Innovation Centre are already available and have been provided to the City of SSM.

The funds will be required shortly in order to pay for the study and that the study will be completed within the specified time.

- Expected prefeasibility completion date – May 14th, 2012

3.4. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

This is a prefeasibility study and investment from the city is required as the work being undertaken does not generate any revenue for the private sector and that such a study will be needed in order to attract private sector investment. This is in line with the City's mandate to grow the energy sector and will add the empirical evidence, facts, and data necessary to attract private investment into our community.

4. Economic Benefits

4.1. Description of how the project promotes economic growth and diversification

The project is the first project that is being submitted for consideration under the umbrella of the Smart Energy Strategy. As part of the recommendations made by Parker Venture Management, the potential to develop district heating solutions was of high priority for Sault Ste. Marie. This initiative will support local economic development and create high tech jobs.

There are a number of factors driving this application:

- A co-fired CHP facility provides the opportunity to create a number of jobs in the supply of wood products
- Given the current transmission constraints, projects like CHP allow the community to continue its momentum in energy generation projects while the grid is being upgraded
- Other jurisdictions, particularly in Scandinavia, have been utilizing district heating for many years and this project would be a showcase for Ontario and a model for other Northern Ontario communities
- These projects have the potential to involve local investors which contributes to wealth creation and capital being retained in SSM
- It will reduce the operating costs of the facilities that participate by an estimated 10%

This initiative is in line with the city's goal to become the alternative energy capital of North America

4.2. Projected job creation

If the study is to yield favourable results the project will create an immediate influx of investment into the region that would benefit the local construction, forestry, and technology sectors.

This particular project is estimated to be in the \$17-25M dollar range for construction. Depending on the outcome of the prefeasibility study there could be significant job creation in construction and a limited number of ongoing jobs in the maintenance and operation of the facility and supply of wood to the facility.

Study: (1 local)

Longer term: Construction (50)

Operation: Direct (5), Indirect (20)

4.3. Potential for tax assessment increase

There will be a tax assessed to the facility itself and the value of the assessment is not known at this time. This is dependent upon a go/ no go decision. Should the plant proceed, it would be

assessed and taxed and would therefore represent an increase in assessment. Likewise, should individuals need to move to the community to assist in operating the plant and should they buy homes here, this may well will increase the tax base too.

4.4. Other economic and community benefits

This project will gather critical data that, if positive, will result in a project that further positions SSM as a leader in the generation of efficient and effective energy generation projects. The knowledge gained in the development, construction and operation of this facility could provide a template for local organizations to replicate similar projects across Northern Ontario. This would provide further wealth creation in SSM.

5. Community Benefits

Upon favourable results of prefeasibility and subsequent feasibility studies, a compelling business case can be made that results in a financeable project, it is the intent of the sponsors to proceed, construct and operate the optimum (given the conditions) Combined Heat and Power plant (CHP).

The benefits to the community will be in the form of both temporary jobs during the design and development phase and continuous employment during the operational phase. The CHP plant will create temporary project related work (engineering, procurement, construction, skilled trades and project management) initially. The construction phase is expected to last 2 years. In addition to this, a number of operational jobs will be generated in forestry sector to procure the wood biomass along with electrical and stationary engineering positions to operate the facility.

In addition to this, the Greenfield institutional development (new high school) would see a cost save in both initial construction of the facility by eliminating the need for a dedicated heating system as well as the lowered operating cost for the facility. The money saved would then be transferred from infrastructural and operating costs to bettering the educational experience of local students.

Finally, the project sponsors intention is to agree upon a power contract with the province that would generate added revenue to our area by producing electrical energy that is sold to the provincial power grid.

5.1. How the project compliments other local initiatives

As mentioned previously, this project is the first project that is being submitted for consideration under the umbrella of the Smart Energy Strategy. Further, the project concept takes advantage of the construction of a number of new facilities in SSM to create a more effective model for heating that will save costs for local institutions.

5.2. Impact on the community as a whole

This project is a pre-feasibility study that will provide recommendations related to the construction of a significant new combined heat and power facility in the community. A positive outcome of the pre-feasibility study will enable local investors to continue their planning of this significant project and provide documentation to assist in raising funds for this project.

Attachment B: Prefeasibility Study Details

From a high level, the pre-feasibility will examine:

- Heating requirements in the area surrounding the proposed location
- Technology options available for single and co-fired (bio-mass) solutions
- Cost of recommended solution
- Estimated economic impact of proposed solution

The chosen consultant will be working with a local team who will assist in facilitating engagement with the necessary community stakeholders required to complete the work described in the study scope section. The consultant is expected to bring demonstrated experience and knowledge of the alternative energy sector including:

- a) Combined heat and power
- b) District heating and cooling
- c) Current state of the industry (DHC, CHP)
- d) Future direction and trends for DHC and CHP
- e) Emerging technologies being deployed globally for DHC and CHP
- f) Intelligence on DHC and CHP companies at the forefront of technology innovation and business best practices
- g) Information about other leading communities or jurisdictions in the sector
- h) Examples of successful similar project in terms of scope and characteristics
- i) Resultant economic impacts relating to job creation for construction, operation and potential wood supply operations

This information will provide the basis for a go/no decision to proceed to a full feasibility and business case. To achieve our desired end result, we expect the consultant to provide actionable recommendations to the stakeholder team based on the deliverables identified in the scope section along with best practices gathered from the consultant's experience and knowledgebase.

Study Purpose :

The purpose of the study is to identify the costs and benefits to within $\pm 25\%$ of actual of a dual fired, wood and natural gas, cogeneration plant that will serve facilities within a defined area of the City of Sault Ste. Marie. Dependent on the results of the prefeasibility study, we intend to proceed to the feasibility and design and construction stages so that the plant is up and running by September 2015.

Scope of Work

1. Conduct a survey within defined area and identify existing and proposed buildings that could be connected to a district heating system. As a minimum the consultant will consider the following:
 - Sault College Campus
 - Extendicare facility currently under construction adjacent to the College campus
 - A proposed new high school adjacent to the site of the proposed cogeneration plant
-

- The Sault Area Hospital
 - The FJ Davey Home
 - High rise buildings in the vicinity of Sault College
 - Ontario Provincial Police – SSM Detachment
 - Great Northern Retirement Home
2. Conduct site assessments of the selected buildings and obtain heating requirements.
 3. Determine appropriate boilers and electrical generation equipment, including required emission control measures, using the following fuel options:
 - a. Natural gas
 - b. Wood pellets and natural gas for stabilization and peaking requirements
 - c. Wood waste and natural gas for stabilization and peaking requirements
 4. Identify anticipated monthly fuel requirements and annual thermal and electric output of the Co-generation plant for the three fuel scenarios.
 5. Estimate approximately size and footprint of the cogeneration plant.
 6. Identify proposed route for district heating piping system.
 7. Identify capital and annual operating costs for the proposed cogeneration plant for the three fuel scenarios.
 8. Develop a financial spreadsheet model that will determine the revenue required from the sale of the thermal and electric output in order to achieve a 12% return on equity based on 70% debt financing at current rates of debt for each of the fuel scenarios. The spreadsheet model software will be provided with the final report of the study.
 9. Provide a schedule for the design, construction and commissioning of the proposed cogeneration plant.
 10. Estimate the economic impact of this project in terms of job creation for construction, operation and wood supply.
 11. Provide a final report within six weeks of signing a contract to undertake the study.
-

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-59

AGREEMENT: (E2.2.) A by-law to authorize a contract between the City and Avery Construction Ltd. for biofilter upgrades at the East End Water Pollution Control Plant.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated April 2, 2012 and made between the City and Avery Construction Ltd. for biofilter upgrades at the East End Water Pollution Control Plant.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

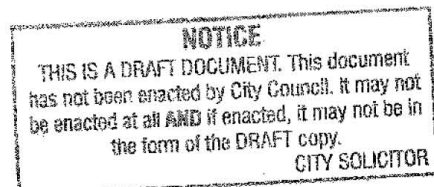
This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

of \LEGAL\STAFF\BYLAWS\2012\2012-59 contract Avery



CCDC 2

stipulated price contract

2 0 0 8

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City of Sault Ste. Marie
East End Water Pollution Control Plant Biofilter Upgrades

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

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10(a)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 2nd day of April in the year 2012 .

by and between the parties

The Municipal Corporation of the City of Sault Ste. Marie Ontario
hereinafter called the "Owner"

and

Avery Construction Limited Transportation Services
hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for

the East End Water Pollution Control Plant Biofilter Upgrade - Contract No. 2011-7E

insert above the name of the Work

located at

2221 Queen Street East in the City of Sault Ste. Marie

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

AECOM Canada Ltd.

insert above the name of the Consultant

is acting as and is hereinafter called the "Consultant" and

1.2 do and fulfill everything indicated by the Contract Documents, and

1.3 commence the Work by the 3rd day of April in the year 2012 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 22nd day of October in the year 2012 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *
- East End Water Pollution Control Plant Existing Biofilter Upgrade - Contract No. 2011-7E Specification Book which includes the following:
 - Section 00100 - Instructions to Bidders (11 pages);
 - Section 00200 - Definitions (5 pages);
 - Section 00300 - Stipulated Price Bid (13 pages) - This is the revised submission received on March 26, 2012. It includes revised pricing to reflect schedule changes and changes in the location of the enclosure and humidification tower. This tender document supercedes the original submission received on Friday November 25, 2012;
 - Section 00800 - Supplementary Conditions (12 pages);
 - Section 01010 - Summary of Work (3 pages);
 - Section 01061 - Environmental Considerations (5 pages);
 - Section 01180 - Administrative Requirements (5 pages);
 - Section 01300 - Submittals (6 pages);
 - Section 01400 - Quality Requirements (5 pages);
 - Section 01500 - Temporary Facilities (4 pages);
 - Section 01600 - Materials and Equipment (5 pages);
 - Section 01700 - Contract Closeout (5 pages);
 - Section 01762 - Commissioning (7 pages);
 - Section 01764 - Training (5 pages);
 - Section 02320 - Excavation, Backfilling and Grading for Structure (4 pages);
 - Section 03300 - Cast in Place Concrete (21 pages);
 - Section 03410 - Pre-Cast Building (9 pages);
 - Section 05100 - Structural Steel (6 pages);
 - Section 15815 - Odour Control Ductwork and Accessories (11 pages);
 - Appendix (Preselected Equipment RFP, Addendum, Proposal and Quotations, Clarification Shop Drawing Submittals) (69 pages).
- Letter from Avery Construction Ltd. dated March 23, 2012 regarding changes to individual items in tender (1 page);
- Temporary Schedule, showing key dates of shut down (1 page);
- Clarifying Emails exchanged between Rick Talvitie and Joe Nelles;
- "For Construction" drawings.

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

One Million Eight Hundred Fifty One Thousand Nine Hundred and Sixty Three $\frac{23}{100}$ dollars \$ 1,851,963.62

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

$\frac{23}{100}$ dollars \$ 240,755.27

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

$\frac{23}{100}$ dollars \$ 2,092,718.89

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of

10 percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

BMO Financial Group

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

Catherine Taddo

*name of Owner**

address

705-541-7165

facsimile number

c.taddo@cityssm.on.ca

email address

Contractor

Joe Nelles

*name of Contractor**

address

705-759-6775

facsimile number

joe@averyconstruction.ca

email address

Consultant

Darrell Maahs

*name of Consultant**

address

705-942-3642

facsimile number

darrell.maahs@aecom.com

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

WITNESS**OWNER**

The Municipal Corporation of the City of Sault Ste. Marie

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS**CONTRACTOR**

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
 - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
 - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES**GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS**GC 10.1 TAXES AND DUTIES**

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
1. General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 2. Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 3. Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 4. "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitation, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

Tel: (613) 236-9455
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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-61

AGREEMENT: (E2.2.) A by-law to authorize a contract between the City and Palmer Construction Group Inc. and STEM Engineering Group Incorporated for the Rosedale Ravine slope stabilization.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated April 2, 2012 and made between the City and Palmer Construction Group Inc. and STEM Engineering Group Incorporated for the Rosedale Ravine slope stabilization.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

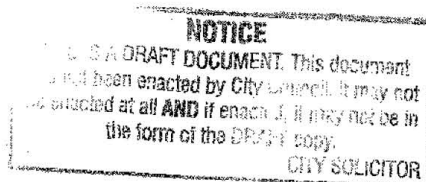
3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2012-6E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 2nd day of April in the year 2012 by and between Palmer Construction Group 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:

ROSEDALE RAVINE SLOPE STABILIZATION

CONTRACT 2012-6E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning, acting as and herein entitled, the Engineer.

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 Engineer 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 Engineer 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 indemnify and save harmless the Corporation, its 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 the Corporation, 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.

10(b)

7. All communications in writing between the Corporation, the Contractor and the Consultant 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 addressed as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR: Palmer Construction Group Inc.
1115 Peoples Road
Sault Ste. Marie, ON P6C 3W4

THE CONSULTANT: STEM Engineering Group Incorporated
875 Queen Street East, Suite 2
Sault Ste. Marie, ON P6A 2B3

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 -- Debbie Amaroso

(seal)

CITY CLERK -- Malcolm White

THE CONTRACTOR

Palmer Construction Group Inc.

(seal)

SIGNATURE

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-62

AGREEMENTS: (L.7.1.) A by-law to authorize a contribution agreement between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the purpose of funding.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie,
ENACTS as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 2nd day of April, 2012 and made between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism.

2. SCHEDULE "A"

Schedule "A" hereto 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 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2012\2012-62 AGREEMENT - MINISTER OF CITIZENSHIP IMMIGRATION AND
MULTICULTURALISM.DOC

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR



CONTRIBUTION AGREEMENT

Between:

**Her Majesty the Queen in right of Canada,
as represented by the
Minister of Citizenship, Immigration and Multiculturalism**
(hereinafter referred to as the "Department")

25 St. Clair Avenue East, Suite 700

Toronto, Ontario

M4T 1M2

(address)

and

Corporation of the City of Sault Ste. Marie
(hereinafter referred to as the "Service Provider")

99 Foster Drive, P.O. Box 580

Sault Ste. Marie, ON

P6A 5X6

(address)

OFFICE USE	
100	File number DI08392613
101	☐ Original ☒ Amendment
102	Amendment number 4

Whereas the Service Provider wishes to provide services to eligible clients under the (check appropriate box):

☒ Settlement Program☐ Resettlement Assistance Program (RAP)

and has applied to the Department for funding under the said Program;

and the Department wishes to provide a contribution to the Service Provider to assist it in carrying out such services;

the Department and the Service Provider undertake and agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached Schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Service Provider, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

☒ The Contribution Agreement;☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results*;☒ Schedule 2.1, entitled *Description of Eligible Costs for the Settlement Program*;☐ Schedule 2.2, entitled *Description of Eligible Costs for the Resettlement Assistance Program (RAP) Stream B - Indirect Services*;☐ Schedule 2.3, entitled *Description of Eligible Costs for the Resettlement Assistance Program (RAP) Stream A - Direct Services*;☒ Schedule 3, entitled *Terms of Payments*;☒ Schedule 4, entitled *Supplementary Terms and Conditions***2.0 INTERPRETATION**

In this Agreement, unless otherwise defined herein:

2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to a contribution agreement that is subject to being accounted for and audited.

2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to the resettlement, adaption, settlement and integration of eligible clients.

2.3 "Eligible costs" means the costs described in Schedules 2.1, 2.2, or 2.3 required by the Service Provider to provide services which are:

- a) Incurred and paid by the Service Provider in relation to the services during the funding period, or during the fiscal year in the case of multi-year funding, or
- b) incurred by the Service Provider in relation to the goods and services purchased during the last two months of the funding period and paid within sixty days of the conclusion of the funding period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

Restrictions:

- i. Costs associated with validation of individual's credentials are not eligible
- ii. Profit is neither a "cost" nor an "expense" and therefore may not be included as an eligible cost.

2.4 "Capital costs" means eligible and necessary costs in the opinion of the Department, as described in the Capital Costs sections of Schedules 2.1, 2.2, or 2.3, that the Service Provider expects to incur and pay for capital assets (such as computers, furniture, and other tangible property) purchased and/or leased and costing in excess of \$1000, which are necessary for the provision of ongoing services or for administrative purposes. Capital costs remain subject to the yearly maximum as established in the program Terms and Conditions.

2.5 "Eligible client" means:

A) For the Settlement Program:

- i. Permanent Residents of Canada who have not become Canadian citizens;
- ii. Protected persons as defined in Section 95 of the Immigration and Refugee Protection Act (IRPA);
- iii. Individuals who have been selected, in Canada or overseas, to become permanent residents pending completion of medical, security and criminal verification statutory requirements, and who have been informed, by a letter from Citizenship and Immigration Canada;
- iv. Convention refugees and protected persons overseas who have been selected for resettlement in Canada by Citizenship and Immigration Canada;
- v. Live-in Caregivers
 - a. Applicants overseas who have been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of their temporary work permit are eligible to receive services under the Canadian Orientation Abroad (COA) initiative,
 - b. Applicants in Canada and in possession of a temporary work permit issued under the Live-in Caregiver Program are eligible for all settlement services with the exception of language training.

Restrictions:

- i. To access language training, an eligible client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory;
- ii. Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for CIC Settlement Program Services except for those accepted under the Live-in Caregiver Program and those described in A) iii) above.

B) For the Resettlement Assistance Program

For RAP – Domestic component (Service Providers located in Canada), "eligible client" has the same meaning as defined in the RAP Terms and Conditions approved by the decision of the Treasury Board of March 7, 2005 and, without limiting the foregoing, generally refers to the following clients and their accompanying dependants:

- i. Permanent residents admitted to Canada who have been determined to be members of the "convention refugee abroad class", "source country class", or "country of asylum class"; or
- ii. Temporary residents who are issued a permit under section 24 of the IRPA and who initially applied for admission to Canada as members of the "convention refugee abroad class", "source country class", or "country of asylum class"; or
- iii. Persons who were members of the Protected temporary residents class who became permanent residents under section 151.1 of the Regulations; or
- iv. Permanent residents admitted to Canada who were granted permanent residence under section 25 of IRPA; or
- v. Permanent residents and temporary residents admitted to Canada who apply for admission as members of any future humanitarian-protected persons abroad classes.

For RAP – International component (Service Providers located outside of Canada), "eligible client" has the same meaning as defined in the RAP Terms and Conditions approved by the decision of the Treasury Board of March 7, 2005 and, without limiting the foregoing, generally refers to the following clients and their accompanying dependants:

- i. Persons who have been selected to come to Canada as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes; or
- ii. Persons whom Canada intends to select as members of the convention refugee abroad class, or members of the humanitarian-protected persons abroad classes; or
- iii. Persons whom Canada is considering for selection as members of the convention refugee abroad class; or members of the humanitarian-protected persons abroad classes;
- iv. Persons who are issued a temporary resident permit pursuant to section 24 of the IRPA initially applied for admission to Canada as members of the Convention refugee abroad class; or members of the humanitarian-protected persons abroad classes;
- v. Persons, and their accompanying or non-accompanying family members, who are selected under section 25 of the IRPA for the purposes of urgent protection as described in paragraph (vii) of "Eligible Client" (Domestic Component – Clients located in Canada) who Canada has selected, intends to select or is considering selecting.

- 2.6 "Ongoing childminding" means an informal, unlicensed arrangement for the care and supervision, on a daily or regularly-recurring basis, of a child with a parent or guardian receiving ongoing CIC-funded settlement services at the same site.
- 2.7 For the Resettlement Assistance Program, "temporary accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.
- 2.8 "Funding period" means the period specified in Schedules 2.1, 2.2, or 2.3 in the section entitled *Duration of Activity / Funding Period*.
- 2.9 "Term of Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one year after the end of the funding period.

3.0 CONTRIBUTION

- 3.1 In order to assist the Service Provider to provide the services, and subject to the terms of the Agreement, the Department will make a contribution to the Service Provider in respect of the eligible costs of the services of an amount not exceeding the lesser of:

- A) 100% of the eligible costs; or
- B) the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3.

- 3.2 A) Costs are eligible costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- i. directly related to and necessary for the provision of the services;
- ii. reasonable; and
- iii. allowable expenditures for the provision of the services.

- B) For the purposes of 3.2 A) ii), "reasonable", in the case of costs for travel, means costs that do not exceed the authorized rates set out in the *Treasury Board Travel Directive*.

- 3.3 The total maximum contribution as identified in Schedule 2.1, 2.2 or 2.3 shall not be exceeded without an amendment.

Furthermore, the maximum contribution for the following items shall not be exceeded without the prior written approval (including email, memo, fax or written letter) of the Department:

For all programs:

- i. Administrative cost category;
- ii. Capital cost category; and
- iii. All salary amounts regardless of cost category.

In addition, for the RAP program,

- iv. Temporary accommodation, food and incidental per person rates as set out in Schedule 2.3 cannot be changed without Departmental approval.

Funds may be transferred among other cost items and categories without the prior written approval of the Department, unless otherwise limited in Schedule 4, and provided that the total maximum contribution specified in Schedule 2.1, 2.2, or 2.3 is not exceeded.

- 3.4 Additionally, in cases where the Service Provider receives more funding than anticipated from any or all sources for the activities specified in the Agreement under Section 5.1, repayment of the pro-rata share of the contribution from the Department may be required by the Department.

3.5 Notwithstanding any other provision of this Agreement:

- A) No contribution is payable by the Department in respect to any portion of the cost of any eligible costs for which the Service Provider receives a rebate or reimbursement.
- B) Only that portion of the Goods and Services Tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an eligible cost.
- C) If the rebate is received within the same calendar year as the Agreement, it should be considered to be part of the contribution and included in the calculation of the claim. If the rebate is received outside the calendar year from the Agreement period, the Service Provider will reimburse the Department accordingly.
- D) Any interest or any other income earned on advances of the contribution shall be accounted for by the Service Provider and considered part of the contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding section 3.1:

- A) No contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Service Provider, or, if the Service Provider is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Service Provider or officer or director of the Service Provider, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Service Provider, or officer or director of the Service Provider, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the contribution by reimbursement, upon receipt from the Service Provider of claims for eligible costs as identified in section 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and to there being funds available; furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the contribution.
- 4.3 Claims for reimbursement of eligible costs are to include supporting documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims for reimbursement from the Service Provider should be submitted for periods not exceeding three (3) months, unless specified otherwise in Schedule 1 or Schedule 4.
- 4.5 In accordance with the Terms of Payments set out in Schedule 3 and the Treasury Board's *Policy on Transfer Payments*, the Department may make advance payments of a contribution in approved cases, where it has been demonstrated in a written statement that advance payments are essential to the achievement of Agreement objectives.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period with the exception of the expense of an auditor's statement that may be incurred after the end of the funding period, if such a statement is required by the Department.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Service Provider from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Service Provider shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charge Regulations* will apply.
- 4.8 Amounts due to the Service Provider under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.

5.0 SERVICE PROVIDER'S OBLIGATIONS

The Service Provider also agrees to abide by the following obligations during the entire funding period and where relevant, during the entire term of this Agreement:

- 5.1 To submit to the Department, prior to the start of the agreement, a disclosure of all confirmed or potential sources of funding or in-kind participation for program activities and/or eligible costs related to the agreement. The Service Provider shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedules 1 and 4, and shall do so within 30 days of their occurrence. The Service Provider shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 1 or 4.
- 5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;
- 5.3 To ensure that all personnel designated by the Service Provider to provide the services described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

- 5.4 To inform clients of services available in the client's official language through other organizations.

In addition, the Service Provider agrees:

- A) ☐ to organize activities, projects, and programs to forge ties between the two official language communities;
- B) ☐ to annually consult with francophone minority communities about settlement and re-settlement programming as determined appropriate by the Department;
- C) ☒ the Department has deemed that the additional requirements under this section (5.4), A and B are not applicable.

- 5.5 To adhere to the following additional Official Language requirements:

- A) ☐ offer services in both official languages based on an assessment of needs by the Department;

This will include:

- i. Provision of equal quality services for the general public in both official languages, and for individuals in the language of their choice; and
- ii. Making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication.

- B) ☒ the Department has deemed that the requirements under this section (5.5) are not applicable.

- 5.6 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;

- 5.7 To ensure that all members of the Board of Directors:

- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
- B) are fully informed about the management and operations of the Service Provider; and
- C) are familiar with the principles of Board governance;

- 5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department; and

- 5.9 Where contribution agreements include provision of funds for ongoing childminding or daycare services:

- A) Where dependant children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services, the Service Provider must ensure all provisions of the National LINC Childminding Requirements, and, where applicable, the provincial/territorial legislation(s) for licensed daycare are met.
- B) Where dependant children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services, the Service Provider must ensure that the contracted third party is licensed by the province/territory.

6.0 PROGRAM MONITORING INFORMATION AND REPORTING REQUIREMENTS

In order to fulfill the Department's information, management and accountability requirements, the Service Provider further agrees to abide by the following obligations:

- 6.1 During the entire funding period, the Service Provider will:

- A) ensure that authorized representatives of the Department are permitted reasonable access, during normal business hours, to all premises on which services are being provided under this Agreement, or which provide support for these services, in order to monitor all aspects of the Service Provider's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
- B) keep and maintain records containing the following information about each eligible client to whom services are provided:
 - i. Immigration identification number (eight-digit numeric Client ID number; IMM 1000 number on the Record of Landing; IMM 5292, IMM 5509, or IMM 5688 number; Temporary Resident Permit number; Ministerial Permit number);
 - ii. surname;
 - iii. given name(s); and
 - iv. date of birth.

- 6.2 During the entire term of the Agreement, the Service Provider will:

- A) keep and maintain proper books and records in accordance with generally accepted business and accounting principles and practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
- B) retain all invoices, receipts, cancelled cheques, vouchers and other supporting documents relating to the books and records (including final financial statements).

- 6.3 For each reporting period during the entire term of the Agreement, the Service Provider shall also submit to the Department claims for eligible costs (with supporting documents if requested by the Department), and statements of progress, both statistical and narrative, against the achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency; and which contain the following:

General requirements for all programs:

- A) a brief progress report on the completion of planned activities and achievement of expected results identified in Schedule 1, including an assessment of successes, obstacles and opportunities encountered by the Service Provider in providing the services;
- B) the number of clients served in each official language;
- C) statistical data as the Department may, from time to time, specify in writing; and,
- D) any additional reporting requirements identified in Schedule 1 or 4.

Requirements specific to RAP A – direct services:

- A) the number of hours of each RAP service provided to each eligible client;
- B) the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.

- 6.4 The Service Provider shall submit to the Department reports on the actions taken to meet Official Languages obligations as identified in sections 5.4 and 5.5, as well as any additional requirements identified in Schedules 1 and 4. The reports shall be submitted at the end of the Agreement for single-year Agreements (or less); at the end of each fiscal year for multi-year Agreements; or as otherwise specified in Schedule 1 or 4.

- 6.5 During the entire term of the Agreement, and for six years afterwards in case of financial records and five years afterwards in case of non-financial records, the Service Provider agrees to:

- A) Make such books, records and documents, as described in section 6.1, 6.2 and 6.3 available for inspection and audit by representatives of the Department, who may make copies thereof and take extracts therefrom;
- B) Make available proper facilities for any such inspection or audit by representatives of the Department;
- C) With respect to the books and records described in 6.1, 6.2 and 6.3 the Service Provider must show evidence of a documented disposition procedure for CIC approval and provide any other information that may be required, and
- D) Send copies of the records referred to in section 6.1 b) to the Department, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the services.

- 6.6 During the entire term of the Agreement, and for greater certainty further to section 6.1 b), the Service Provider shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program.

The Service Provider also agrees:

- A) ☒ that additional requirements under this section 6.6 as identified by the Department, are not applicable; or
- B) ☐ to use the Internet-based Immigration-Contribution Accountability Measurement System (iCAMS) or the History of Assessments, Referrals and Training System (HARTS) and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency.

- 6.7 The Service Provider shall submit to the Department, within sixty (60) days of the end of the funding period or as otherwise specified in Schedule 1 or 4:

- A) a final claim for eligible costs (with supporting documents if requested by the Department), including a declaration of funds received from any and all sources, and
- B) a final progress report which contains the following:
 - i. an assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in Schedule 1);
 - ii. an assessment of the project's impact and contribution towards longer-term settlement or resettlement outcomes for newcomer clients;
 - iii. an overall assessment of successes, obstacles and opportunities encountered by the Service Provider in providing the programming/service(s); and
 - iv. reports on the actions taken to meet Official Languages obligations as identified in section 6.4.

6.8 Service Providers shall be subject to monitoring by the Department, (as set out in sections 6.1 to 6.7), in relation to their articulated planned objectives and deliverables. In addition, at the end of each funding year, the Service Provider shall submit an updated description of eligible costs using Schedule 2.1 or Schedule 2.2 or Schedule 2.3. The Department will assess whether monitoring activities indicate that satisfactory outcomes have been achieved; whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order. The Department shall also determine whether an amendment to the Agreement is required, and will prepare and process it where needed. Satisfactory outcomes for the above noted activities are required in order for multi-year funding to continue.

6.9 The Department may request that a compliance audit be conducted by a third party and that a report be submitted to the Department. The scope, coverage and timing of such audits shall be determined by the Department and the Service Provider shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.

7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Personal information collected or maintained by the Service Provider is subject to the provisions of the applicable provincial/territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act*, whichever is applicable.

Service Providers will limit their collection of personal information to only that which is necessary for them to carry out their programming.

Service Providers will collect the following information from each eligible client to whom services are provided: given name, surname, other names or aliases, date of birth, FOSS client ID number, Temporary Resident/Ministers Permit number, IMM 5292/IMM 5509/IMM 5688 number (refer to the Confirmation of Permanent Residence document)/IMM 1000 number (refer to the Record of Landing Document) and/or any other information that is outlined in the corresponding Schedule of the Agreement specific to the module being delivered.

Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. Service Providers shall provide reasonable access to clients who identify themselves and request access to view the information the Service Provider has collected for purposes of CIC-funded programming.

The Service Provider shall take all security measures reasonably necessary, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Despite the provisions of this agreement, in the event that the Service Provider is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, it shall notify Citizenship and Immigration Canada and the affected client forthwith and where possible in advance.

7.2 In addition to 7.1 above as it relates to section 6.6 specifically, the Service Provider agrees:

- A) ☒ that additional requirements under this section (7.2) as identified by the Department, are not applicable; or
- B) ☐ to:
- i. display the pamphlet that explains the purpose and privacy implications of collecting client's information;
 - ii. keep the pamphlet in sufficient quantities in a location visible to all clients for their easy access;
 - iii. if the client is illiterate, verbally transmit in a summary way, within the capacity of the Service Provider, the contents of the pamphlet;
 - iv. for clients preferring to read the pamphlet in a non-official language, make the translation of the pamphlet available to these clients, as far as reasonably possible; and
 - v. comply with *ICAMS Security Requirements for Service Provider Organizations* and other related Departmental policies and instructions governing security matters.

The Department shall not be held liable for actions arising out of the Service Provider not taking appropriate security measures as required in this Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Service Provider becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Service Provider, or the Service Provider is dissolved.
- C) The Service Provider is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Service Provider has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Service Provider has failed to provide the services in an acceptable manner.
- F) The activities or anticipated activities of the Service Provider are contrary to Canadian law.

8.2 In the event of default and after consultation with the Service Provider, the Department may direct that changes be made to the services.

8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Service Provider in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction;
- B) by written notice to the Service Provider in the event of default, immediately terminate any obligation to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that eligible clients' needs would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.

8.4 Furthermore, in the event of default and termination of the Agreement by the Department:

- A) the Service Provider shall dispose of assets as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is an agreement for a contribution to the Service Provider only, and nothing in it or done pursuant to it is to be construed as constituting the Service Provider as the Department's agent, representative, employee or co-venturer. The Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 More specifically, the Service Provider shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Service Provider of its obligations pursuant to this Agreement, including, but not limited to, the following:

- A) non-payment by the Service Provider of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Service Provider becomes bankrupt or insolvent or is placed in receivership;
- B) any injury or death of a person;
- C) any loss or damage to property caused or alleged to be caused by the Service Provider or its servants or agents in carrying out the services;
- D) any settlement for wrongful dismissal by the Service Provider; and
- E) any infringement of the third party's intellectual property rights, including claims that stem from the use of hardware or software provided to the Service Provider by the Department or acquired by the Service Provider with funds pursuant to this Agreement.

9.3 As soon as the existence of a claim from a third party as described in section 9.2(e) is made known to the Department, the Department is entitled to prohibit the Service Provider from making further use of the hardware or software described above and to issue instructions to the Service Provider regarding such claims. If the Service Provider does not comply with any instructions issued by the Department pursuant to section 9.2(e) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Service Provider is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Service Provider, that they shall also be personally, jointly and severally liable for any and all obligations of the Service Provider under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Service Provider shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Service Provider contracts for products or services which are the subject matter of this Agreement, the Service Provider must:

- A) use a fair process in obtaining price quotes from prospective contractors;
- B) ensure value for money;
- C) provide the Department with copies of all contracts with third parties; and
- D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i. during the entire term of the Agreement, and
 - ii. for 5 years afterwards.

9.7 Additionally, the Service Provider must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:

- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party; the Service Provider is in no way authorized to make a promise, agreement or contract on behalf of the Department;
- B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.
- C) The third party must be bound to the same privacy and security obligations that apply to the Service Provider under section 7.0 of the contribution agreement.

10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the services, the Service Provider produces any work subject to intellectual property rights, these rights shall vest in the Service Provider.

10.3 Service Providers should, or must if applicable, negotiate a copyright license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by students, instructors and administrative staff.

10.4 Where the production of the work has been funded, in whole or in part, by the contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.

10.5 Additionally, with respect to any work licensed under this Section, the Service Provider:

- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
- B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 9.6(d) of this Agreement; and
- C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Service Provider as being solely responsible for the content of such work.

10.6 If the Service Provider is involved, either in or out of court, in a claim by a third party relating to the infringement of its intellectual property rights, the Service Provider must inform the Department immediately in writing of the claim.

10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with contribution funds, the Service Provider and the Department agree that ownership of such assets rests with the Service Provider, subject to the following:

11.1 That such assets be insured for replacement costs;

11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Service Provider. The inventory should include sufficient information such as purchase date, make, model and serial number for easy identification of the assets;

11.3 That the Service Provider neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.

11.4 That at the termination of the Agreement, the Service Provider ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:

- A) be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no longer be claimed for reimbursement; or
- B) be turned over to a registered charitable organization; assigned to another organization (as approved by the Department), or retained by the Agreement holder.

12.0 GENERAL

12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.

- 12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.3 This Agreement is binding on the Parties and their successors and permitted assigns.
- 12.4 This Agreement may be amended with the mutual consent of the Service Provider and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Service Provider and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.
- 12.5 The Department may, by notice to the Service Provider, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than three month(s) written notice of intention to terminate. In the event of a termination notice being given by the Department under this section:
- A) The Service Provider shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
 - B) All eligible costs incurred by the Service Provider up to the date of termination, not exceeding the maximum amount of the Department's contribution payable under this Agreement, will be paid by the Department, including the Service Provider's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Service Provider and the same are reasonable and properly attributable to the termination of the Agreement.
 - C) The amount of any contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.
- 12.6 A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:
- i. In the case of The Department to: 25 St. Clair Avenue East, Suite 700
Toronto, ON
M4T 1M2
 - ii. In the case of the Service Provider to: 99 Foster Drive, P.O Box 580
Sault Ste. Marie, ON
P6A 5X6
- or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.
- B) Any notice that is delivered will have been received on delivery; any Notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any Notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any Notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.
- 12.7 The Service Provider represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.8 The Service Provider represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Service Provider enforceable with its terms.
- 12.9 The Service Provider represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.
- 12.10 The Service Provider and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Service Provider and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Service Provider in carrying out its obligations under this agreement, and the Service Provider will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.12 The Service Provider will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have intellectual property rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Service Provider will indemnify and save harmless the Department from any such claims.

- 12.13 When direct client services are provided, the Service Provider shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Service Provider's services are funded by the Government of Canada.
- 12.14 Where in the opinion of the Department there is a demand, the Service Provider will ensure that services and documentation intended for public use be available in both of Canada's official languages.
- 12.15 The Service Provider shall also publicly acknowledge the Government of Canada's contribution in the following manner :
- A) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative".
 - B) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.
- 12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.17 The Service Provider warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependant upon the execution of this Agreement.
- 12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.
- 12.19 It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.20 Any person lobbying on behalf of the Service Provider must be registered pursuant to the *Lobbyist Registration Act*.
- 12.21 The Parties agree that unless otherwise specified in writing in this Agreement, the law of the province where the Service Provider's head office is located shall be the applicable provincial law.
- 12.22 ~~The Service Provider shall declare in writing to the Department if the Service Provider or any of its officers or employees:~~
- ~~A) Were convicted during a period of three years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption or;~~
 - ~~B) Are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.~~
- ~~The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into the Agreement, such conviction or sanction.~~

10(c)

The Service Provider acknowledges having read and understood the Agreement in its entirety and agrees with its contents.

The parties hereto have signed this Agreement through duly authorized representatives:

Service Provider

DEBBIE AMAROSO

Name (Print)

MAYOR

Position

Signature

Y M D
2 0 1 2 0 4 0 2
Date

The Department

Name (Print)

Signature

Service Provider

MALCOLM WHITE

Name (Print)

CITY CLERK

Position

Signature

Y M D
2 0 1 2 0 4 0 2
Date

Position

Y M D

Date

**Integration Programs - Schedule 1**
Statement of Planned Activities and Intended Results

Settlement Program (select the program-level result[s] to which the project is expected to contribute): ☐ A. Orientation ☐ B. Language/Skills ☐ C. Labour Market Access ☒ D. Welcoming Communities ☐ E. Policy and Program Development	Resettlement Assistance Program ☐ Direct Services (Stream A) ☐ Indirect Services (Stream B)	OFFICE USE		
		100	FILE NUMBER DI08392613	
		101	1. ORIGINAL 2. AMENDMENT	2
		102	AMENDMENT NUMBER	4
1 NAME OF SERVICE PROVIDER Corporation of the City of Sault Ste. Marie				

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS

LOCAL IMMIGRATION PARTNERSHIPS (LIPs)**Project Description**

1. Local Immigration Partnerships (LIPs) will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to Ontario that are local and regional in scope.

Objectives

2. The overall objective of the LIPs initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

Activities

3. To achieve the overall objective of the project, the Service Provider Organization (SPO) agrees to conduct these activities during the funding period and as otherwise specified in this agreement:

- To establish a partnership council made up of a diverse range of representatives from the community.
- To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services.
- To support program delivery by
 - Collecting and reporting on newcomer service delivery;
 - Monitoring service delivery to newcomers in the community
 - Recommending improvements to program and service delivery;
 - Conducting research and program assessments;
 - Planning and conducting needs assessments;
 - Working with other service providers and funders;
 - Building or enhancing the capacity of service providers to delivery services to newcomers.

Definition of a Partnership Council

4. For the purpose of this agreement, a **partnership council** is defined as a group made up of representatives from community organizations that provide services to or have an interest in the integration of newcomers. Members can be drawn from local and regional governments, community organizations, immigrant serving agencies, language training providers, local associations or bodies,



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Statement of Planned Activities and Intended Results (cont'd)

regional employment networks, economic development corporations. The partnership council is to meet regularly to develop a coordinated, comprehensive and strategic approach to immigration and integration that fits the needs of the community it represents. To advance the labour market component of a settlement strategy, the council is to liaise and consult with labour market networks in its community such as the Integrated Local Labour Market Initiative and labour market development councils. The partnership council is also required to coordinate and establish linkages with any other community planning initiatives conducted by the applicable municipal government that may be underway during the life of this agreement.

5. In developing a partnership council, the service provider must ensure that **terms of reference** are established and agreed to within three months from the start of the funding period. The terms of reference are to include, at a minimum, the following:

- Guiding values and ethics;
- A schedule of meetings;
- Procedures and processes on how the council is to be established, members are to be selected, decision making, quorum and governance;
- A list of all members, which identifies each by name and the organization he or she represents;
- A policy on conflict of interest.

Deliverables:

6. With respect to the **establishment of a partnership council**, the service provider agrees to provide the following deliverables:

- To establish terms of reference as detailed under the section "Definition of a Partnership Council" and provide a copy to CIC within three months of the start of the funding period.
- To hold a minimum of 6 meetings during the one year funding period.
- To prepare minutes for each meeting and to submit a copy to CIC with the following month's payment claim and narrative report on the activities of the council.

7. With respect to the **development of a local settlement strategy**, the service provider agrees to provide to CIC the following deliverables:

- An action plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.
- A database on immigrants in the community and related service planning data.
- A report on the immigrant populations in the community, available settlement services and the capacity of service providers to provide for newcomers.
- A report on consultations held with newcomers, employers and service providers in the community.
- A local settlement strategy that indicates how the following outcomes will be achieved:
 - Improvements in accessing and coordinating services that facilitate immigrant settlement and integration.
 - Improvement in immigrants gaining access to the local and regional labour market.
 - Strengthened local and regional awareness and capacity to integrate immigrants.
 - Establishment and enhancement of partnerships that includes the participation of multiple stakeholders in planning, the coordination of newcomer service delivery of in the areas of settlement, integration, language training and labour-market integration with a focus on provider funded by Citizenship and Immigration Canada (CIC) and or the provincial Ministry of Citizenship and Immigration.
 - Ongoing communication and consultation with local and regional labour market networks.

8. With respect to **an action plan to implement the local settlement strategy** after it is developed, the service provider agrees to provide to CIC the following deliverables:

- A detailed work-plan that includes



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Statement of Planned Activities and Intended Results (cont'd)

- o the tasks, activities, rolls, responsibilities and timelines that would be required to implement the local settlement strategy;
- o A detailed description of how ongoing community planning that is collaborative in nature will be established and maintained;
- o A plan to integrate the delivery of settlement services and minimize duplication;
- o A plan to collect data and report on the implementation of the local settlement strategy;
- o A sustainability plan for further implementation;
- o A strategy to develop performance measures and a methodology for evaluating the overall success of this project.

ADDITIONAL ACTIVITIES AND DELIVERABLES FOR THE PERIOD OF APRIL 1ST, 2011 TO MARCH 31ST, 2012

In addition to the previously mentioned activities and deliverables, the service provider agrees to the following for the period of April 1st, 2011 to March 31st, 2012.

1. **Implementation of the strategic plan:** The service provider will implement the strategic plan developed under this agreement. The successful implementation of the plan will entail an appropriate governance model, a communications plan and further training of the LIP coordinator and key stakeholders.
2. **LIP Advisory Council and sub-committees:** The service provider will organize and coordinate the activities of the Sault Ste. Marie LIP Advisory Council and its sub-committees.
3. **Implementation of appropriate governance models, committee structure and processes:** The service provider will maintain and develop the current Sault Ste. Marie LIP Advisory Council and develop newly formed sub-committees. The service provider will develop terms of references and processes for each committee. Each committee will develop a final report for review by the LIP Advisory Council.
4. **LIP Advisory Council Meetings:** The Sault Ste. Marie LIP Advisory Council will meet on a quarterly basis and will focus on the development of the sub-committees, the communications plan and the sustainability plan for this partnership.
5. **Marketing / Communication Strategy:** A formal marketing and communications plan will be developed and implemented as part of the implementation of the Sault Ste. Marie LIPs strategic plan.
6. **Awareness Initiative:** May involve holding LIPs appropriate learning forums and other community oriented events.
7. **Sustainability:** The service provider agrees to examine and report on different strategies regarding the sustainability of the Sault Ste. Marie LIP Advisory Council and its sub-committees.

PLANNED ACTIVITIES AND DELIVERABLES FOR THE PERIOD OF APRIL 1ST, 2012 TO MARCH 31ST, 2013.

12. The work plan for the continued development and implementation of the Local Immigration Partnership and the Settlement and Integration Strategy for the Sault Ste. Marie was submitted in 2010. The partnership council agree to the following activities and deliverables as stated in their work plan:

Partnership Council: Maintain and develop the current LIP Partnership Council and sub-committees. The partnership council must include the participation of a wide range of community stakeholders including the municipal and/or regional government, community organizations, local associations and employers. Other relevant partners could include sector councils, regional newcomer employment networks and economic development corporations.

The LIP Partnership Council will meet on a regular basis to focus on the implementation of the action plan and the work of the sub-committees.



FILE NUMBER **DI08392613**

Statement of Planned Activities and Intended Results (cont'd)

Terms of Reference: An updated Terms of Reference is to be created and agreed upon within 3 months of the signing of the agreement. Terms of References are to include conflict resolution and a policy on conflict of interest. A governance model and sub-committee structure and processes (if applicable) are to be outlined and included with the Terms of Reference.

Performance Measurement Framework: Collect data and complete reports according to CIC's national LIPs Performance Measurement Framework.

Implementation of the strategic plan: The implementation of the strategies as outlined in the work plan under this agreement:

- Strengthening Awareness of Immigrant Issues in the Local Community;
- Employer Training in Integration Services;
- Identify and eliminate gaps in programs and services for new arrivals and immigrants;
- Consolidate and centralize community resources and services for new immigrants;
- Address current and pending labour shortages through Immigration Strategy Development.

Annual Progress Report: The report contains the following:

- An assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in the work plan);
- An assessment of the project's impact and contribution towards the successful integration of newcomers within the community;
- An assessment of the successes, obstacles and opportunities encountered by the Sault Ste. Marie LIP in the implementation of the strategic plan; and
- An assessment of the progress made towards the sustainability of the Sault Ste. Marie LIP Partnership Council and its sub-committees.

REPORTING:

The Service Provider agrees to submit to the department:

1. The Service Provider shall use statistical and narrative reporting forms and claim forms as provided by the Department.
2. Further to the reporting requirements identified in article 6.3 of the Contribution Agreement, the Service Provider agrees to submit to the department:

MONTHLY REPORTS to be submitted on paper by the tenth (10th) day of each month or if otherwise requested:

- **Approved Payment Claim Form** detailing eligible costs incurred and paid during the period
- **Supporting documents** if applicable:
 - Copies of all invoices and contracts with third parties;
 - Copies of invoices related to the purchase of any capital cost item along with full details related to this purchase;
- **Narrative:**
 - a brief progress report as identified in article 6.3 a) of the Contribution Agreement



FILE NUMBER **DI08392613**

Statement of Planned Activities and Intended Results (cont'd)

ANNUAL PROGRESS REPORTS

- The Service Provider shall provide to the Department annual progress reports to be submitted **no later than January 10 in each fiscal year** and must cover the period from April to December of that fiscal year.

Annual reports shall include, but are not limited to, the following information:

- An assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in the work plan);
- An assessment of the project's impact and contribution towards the successful integration of newcomers within the community;
- An assessment of the successes, obstacles and opportunities encountered by the Sault Ste. Marie LIP in the implementation of the strategic plan; and
- An assessment of the progress made towards the sustainability of the Sault Ste. Marie LIP Partnership Council and its sub-committees.

FINAL CLAIM

- Following completion of the project, a Service Provider Claim for Reimbursement of Eligible Expenditures form (IMM 5628, 5631 or 5632), accompanied by a final project report detailing the actual achievements of the project against the project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to CIC within 60 days of the end of the reporting period.

FINAL REPORT

- As identified in article 6.7 of the Contribution Agreement a final report is required within sixty (60) days of the end of the funding period. In addition to the requirements identified in article 6.7 the following should be included in the final report for this agreement.

Description of Eligible Costs for the Settlement Program

CIC CONTRIBUTION - SEE ATTACHED FOR COST ITEMS DETAILS

Reason for amendment:
 ***Please note that the current file number (2011/2012) for the Corporation of the City of Sault Ste. Marie is IB08009. Effective April 1st, 2012, the new file number is DI08392613.
 The CA is amended to decommit \$29,705 from the current fiscal year (2011/12), and to provide additional funding to continue to support the activities of the Local Immigration Partnership.

Canada

INTEGRATION PROGRAMS - SCHEDULE 2.1 **Breakdown of Eligible Costs for the Settlement Program**

10(c)

1	Name of service provider Corporation of the City of Sault Ste. Marie	100	File number DI08392613
		112	Cost items for FY 1 2009 - 2010

ADMINISTRATIVE

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Project Coordinator Wages		\$32,779
	Executive Assistant/Researcher Wages		\$24,813
	Benefits/MERC		\$3,514

Total Administrative: \$61,106

PROGRAM DELIVERY

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Staff Travel and Training		\$4,500
	Professional Fees		\$2,000
	Marketing/Advertising		\$5,000
	Office Rental		\$1,750
	Insurance		\$500
	Postage/Courier		\$1,200
	Benefits/MERC		

Total Program Delivery: \$14,950

CAPITAL

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
2	Computer Systems		\$2,200
2	Corner Desks		\$6,000
2	Ergonomic Chairs		\$1,200
1	Photocopier/Printer/Fax		\$1,000
	Phone/Fax Installation		\$2,000

Total Capital: \$12,400

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE:

Total Eligible GST/HST:

Total Maximum CIC Contribution for Fiscal Year: \$88,456

FY 1 2009 - 2010

INTEGRATION PROGRAMS - SCHEDULE 2.1 **Breakdown of Eligible Costs for the Settlement Program**

10(c)

1	Name of service provider	100	File number
	Corporation of the City of Sault Ste. Marie		DI08392613
		112	Cost items for
			FY 2 2010 - 2011

ADMINISTRATIVE

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Project Coordinator		\$56,206
	Executive Assistant/Researcher Wages		\$44,046
	Benefits/MERC		\$19,510

Total Administrative: \$119,762

PROGRAM DELIVERY

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Staff Travel		\$4,950
	Professional Fees		\$1,000
	Marketing/Advertising		\$43,143
	Office Rental		\$1,250
	Postage/Courier		\$800
	Materials and Supplies		\$14,000
	Community Forum		\$10,000
	Benefits/MERC		

Total Program Delivery: \$75,143

CAPITAL

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year

Total Capital:

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE:

Total Eligible GST/HST:

Total Maximum CIC Contribution for Fiscal Year: \$194,905

FY 2 2010 - 2011

INTEGRATION PROGRAMS - SCHEDULE 2.1 **Breakdown of Eligible Costs for the Settlement Program**

10(c)

1	Name of service provider Corporation of the City of Sault Ste. Marie	100	File number DI08392613
		112	Cost items for FY 3 2011 - 2012

ADMINISTRATIVE

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Administrative Assistant	2.5% salary increase as per corporate policy (decommit \$5 memo to file)	\$48,286
	Project Coordinator	2.5% salary increase as per corporate policy (decommit \$5 memo to file)	\$57,953
	Benefits/MERC	Omers(8.31%)+Dental(1.53%)+Drugs(2.39%)+Semi Private(1%)+Travel(1%)+Group life(1.35%)+Group LTD(3.43%)+Vacation(4%)+Employment Health Tax(1.95%)+EI(1.73%)+CPP(4.95%)=31.64%(Total) (decommit \$1206 memo to file)	\$34,793

Total Administrative: \$141,032

PROGRAM DELIVERY

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Immigration Conference	(decommit \$617 memo to file)	\$9,700
	Awareness Campaign	(decommit \$4,572 memo to file)	\$44,228
	Newcomer Welcome Centre	Feasibility study and development of a business plan (decommit \$12,153 memo to file)	\$13,947
	Transportation	\$300.00 per month (decommit \$2976 memo to file)	\$624
	Materials and Supplies	(decommit \$2584 memo to file)	\$1,976

Total Program Delivery: \$70,475

CAPITAL

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year

Total Capital:

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE:

Total Eligible GST/HST: \$1,013

Total Maximum CIC Contribution for Fiscal Year: \$212,520

FY 3 2011 - 2012

INTEGRATION PROGRAMS - SCHEDULE 2.1 **Breakdown of Eligible Costs for the Settlement Program**

10(c)

1	Name of service provider Corporation of the City of Sault Ste. Marie	100	File number DI08392613
		112	Cost items for FY 4 2012 - 2013

ADMINISTRATIVE

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Photocopying Postal		\$900
	Telephone/Fax		\$1,440
	Benefits/MERC		

Total Administrative: \$2,340

PROGRAM DELIVERY

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year
	Coordinator Salary	Approx. \$34.19/hr x 35hr/week x 52 weeks	\$62,240
	Admin. Assistant	Approx. \$28.51/hr x 35hr/week x 52 weeks	\$51,874
	Materials and Supplies	50/month	\$600
	Enhanced Implementation Plan		\$1,000
	Awareness Campaign		\$21,200
	Immigration Conference		\$9,000
	Transportation		\$1,000
	Benefits/MERC	CPP(\$4613.4) + EI(\$2351.92) + EHT(1.95%) + OMERS(8.3%+12.8%) + VACATION(4.00%) + DENTAL(1.53%) + DRUGS(2.39) + GROUP LIFE(1.35%) + SEMI-PRIVATE(1%) + TRAVEL(1%) + GROUP LTD(3.43%)	\$38,640

Total Program Delivery: \$185,554

CAPITAL

Qty	Job title or item description	Details (e.g. \$/hr x # hrs x # wks, \$/mo x # mos)	Amount for fiscal year

Total Capital:

GST/HST PAID ON PURCHASES LESS INPUT TAX CREDIT/REBATE:

Total Eligible GST/HST: \$2,000

Total Maximum CIC Contribution for Fiscal Year: \$189,894

FY 4 2012 - 2013



10(c)

INTEGRATION PROGRAMS - SCHEDULE 3 TERMS OF PAYMENTS

☒ Settlement Program		OFFICE USE	
☐ Resettlement Program - Direct Services		100	File number DI08392613
☐ Resettlement Program - Indirect Services		101	☐ Original ☒ Amendment
		102	Amendment number 4
1	Name of service provider Corporation of the City of Sault Ste. Marie		

1.0 No advance payments shall be made during the term of this Agreement. The Department will make payments of the contribution amount by reimbursement, upon receipt from the Service Provider of claims for eligible costs, with supporting documents if requested by the Department, in accordance with the Section 4.1 of the Agreement.

2.0 **Holdback**

An amount of 5 % of the total agreement value will represent the holdback and be disbursed to the Service Provider as a final payment on receipt and approval by the Department of all claims for eligible costs and deliverables, including requested supporting documents. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Service Provider.



10(c)

**Integration Programs - Schedule 4
Supplementary Terms and Conditions**

☒ Settlement Program	OFFICE USE	
	100	FILE NUMBER
	DI08392613	
	101	1. ORIGINAL 2. AMENDMENT
☐ Resettlement Program – Direct Services		2
☐ Resettlement Program – Indirect Services	102	AMENDMENT NUMBER
		4
1 NAME OF SERVICE PROVIDER		
Corporation of the City of Sault Ste. Marie		

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Service Provider.

1. The Service Provider shall ensure, and upon request must satisfy the Department, that there is no duplication of funding with any other programs.
2. A profit margin is not an allowable cost category. The Service Provider shall not impose a fee on any client for services provided under the terms and conditions of this Agreement.
3. Interest earned on money advanced by the Department for the operation of the project shall be considered as revenue arising from the project and shall be applied to offset project costs.
4. The Department shall not reimburse salary increases for any project staff without prior authorization for the duration of this Agreement.
5. The Service Provider shall not move funds to or from Salary & Benefits, Overhead, or Capital Costs categories. Furthermore, movement of monies between line items in Schedule 2.1, Schedule 2.2, and Schedule 2.3 is limited to one thousand dollars (\$1,000). Movement of any funds of more than one thousand dollars (\$1,000) must be pre-approved by the Department.
6. The Service Provider shall submit with their **September 2012 and December 2012** claims a revised forecast of cashflow identifying slippage in their operating budget up to and including the last day of the period included in the claim. Upon receipt of the revised forecast of cashflow, the Department may initiate an amendment to the agreement for the purpose of de-committing identified slippage. Where such an amendment has been initiated by the Department, the Service Provider agrees to execute and return the amendment to the Department forthwith and in any event no later than one week from the date when the amendment was received by the Service Provider.
7. The Service Provider shall notify the Department within 14 days of changes to the Board and staff changes that relate to this Agreement.
8. The Service Provider shall ensure that Conflict of Interest Guidelines are implemented within the Personnel Policy and communicated to all members of the staff and Board of Directors. A copy of the Service Provider's current Conflict of Interest Guidelines shall be kept on file with the Department. Should any changes to the policy occur during the course of the contract, the Service Provider shall provide the Department with a copy of the amended Guidelines within 14 days of the change.
9. The Service Provider shall maintain an inventory of all furniture and equipment acquired with Department funds. The complete inventory shall include the following information on each item: description, quantity and model number, serial number, and purchase price and date. **The Service Provider is to update the capital cost inventory at the beginning of each fiscal year.**
10. Computers, software, peripherals and related items purchased by Citizenship and Immigration Canada through contribution to the contracted Service Providing Organization or transferred to the Service Providing Organization on the direction of Citizenship and Immigration Canada from other sources are to be considered "Capital Assets".
11. The Service Provider shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
12. Any potential non-arm's-length relationships relating to the project and involving the Service Provider or the employees of the Service Provider shall be disclosed to the Department before the start of the project activities. The Department will review the nature of these transactions, and may either approve or disallow reimbursements for the transactions, or require additional conditions, as appropriate. Non-arm's-length



10(c)

FILE NUMBER **DI08392613**

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

relationships that develop after the start of the project must be disclosed in writing and approved by the Department before the transaction may be considered for reimbursement.

13. No foreign travel will be reimbursed by the Department.
14. The Service Provider shall obtain adequate third-party liability insurance and shall provide evidence of coverage to the Department.
15. If childminding shall be provided as part of this agreement, the Service Provider shall ensure that each childminding site fully complies with the National LINC Childminding Requirements, including the childminder to child ratios for Ontario, and submission of monthly reports to the Department. If childminding shall be provided in this agreement, the Service Provider shall provide reasonable access to Childminding Monitoring, Advisory, and Support (CMAS) for the purpose of monitoring childminding sites to ensure, and to assist with, compliance with the National LINC Childminding Requirements.

Communications protocol

This protocol deals with these aspects of communications, marketing and promotion:

- Communications around the signing of the contribution agreement
- Clear identification of GoC investments
- Timing and sequencing of announcements
- Roles
- Public reporting of outcomes
- Evaluation

The Government of Canada through Citizenship and Immigration Canada and the signatories to this contribution agreement agree that Canadians have a right to transparency and public accountability, which is best served by full information about the funding, benefits and outcomes of the project funded through this Contribution Agreement.

This communications protocol establishes the principles and practices that will guide all announcements and events related to this Agreement and funding to Eligible Recipients under this Contribution Agreement. Communications activities may include, without limitation: major public events or announcements, and communications products such as: speeches, press releases, media advisories, content on websites, advertising, promotional material or signage.

Parties to this Contribution Agreement agree that:

- a) There will be periodic announcements, through public events, press releases and/or other mechanisms, regarding the funding and outcomes of the project.
- b) The parties will undertake to consult with each other in order to jointly plan external communications activities related to this Contribution Agreement, and that the Government of Canada must approve external communications plans and timing of public announcements and events.
- c) The timing of public announcements and events shall be sufficient to allow for all orders of government to plan their involvement. The parties shall provide a minimum of **40 days notice** of a public event, such as a launch or open house, to which the Minister of Citizenship and Immigration Canada and respective representatives of other levels of government will be invited. The signatories to this agreement agree to provide a list of possible dates for announcements and events, in order to ensure an opportunity for the Minister of Citizenship and Immigration Canada or his or her delegated representative to attend the event.
- d) A minimum of 15 days notice is required for press releases without public events.
- e) Citizenship and Immigration Canada will have the right of approval of all press releases and other external communications messaging pertaining to this contribution agreement and the projects funded through it. Drafts of communications material should be e-mailed to the Director, Communications, Ontario Region, Citizenship and Immigration Canada.
- f) The Parties agree that they and eligible recipients will each receive appropriate recognition in joint communications materials. All communications referring to projects funded under this Agreement will clearly acknowledge the contributions made by the Government of Canada through Citizenship and Immigration Canada.



FILE NUMBER **DI08392613**

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

g) All displays, exhibits, banners or other signage will acknowledge Government of Canada funding through the use of:

i) The bilingual CIC departmental signature

ii) The Canada wordmark (see 7 for details on the Federal Identity Program)

h) Joint communications material and signage will reflect Government of Canada communications policy, including the Official Languages Act, and federal identity graphics guidelines (FIP). For details, visit http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp

i) Eligible recipients will ensure permanent signage at the location of projects receiving investments under this Agreement, prominently identifying the Government of Canada's investment and including the CIC departmental signature and the Canada wordmark. All signage/plaques will be located in such a way as to be clearly visible to users, visitors and/or passersby. The approved wording is: "Funded by the Government of Canada through Citizenship and Immigration Canada."

j) Communication results will be evaluated on a periodic basis, and the partners to the agreement will assess the effectiveness of communications, and share lessons learned to improve future communications activities.

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-55

DEVELOPMENT CONTROL: A by-law to designate the lands located at 421 Albert Street West an area of site plan control.

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, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Planner of 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 more particularly described in 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.

5. **EFFECTIVE DATE**

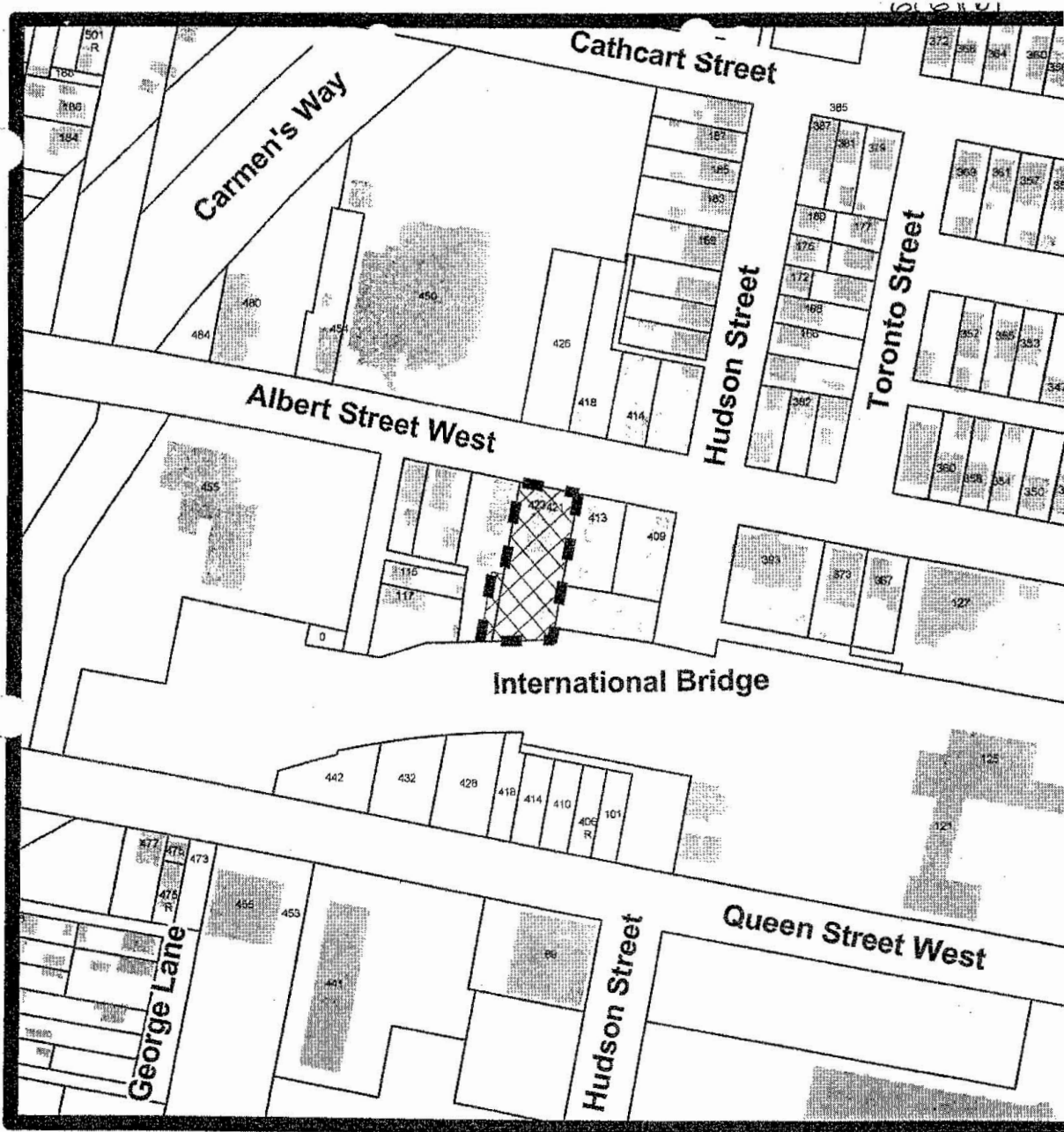
This by-law takes effect from the date of its final passing.

PASSED in Open Council this 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2012-55 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 2ND DAY OF APRIL, 2012.



SUBJECT PROPERTY MAP

421 Albert Street West

Planning Application A-9-12-Z

 Subject Property = 421 Albert St W

 Subject Property = 421 Albert St W



Metric Scale
1 : 1800

Maps
15 & 1-26

Mail Label ID
A-9-12-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-56

EASEMENT (Condition of Hub Trail Easement): (P.4.2.158) A by-law to authorize an easement with the Sault Ste. Marie Region Conservation Authority for the portion of the hub trail located on its property in the area of the Fort Creek conservation area subject to the condition that the City pay any property taxes that may be levied against the Conservation Authority property upon which this portion of the hub trail is located.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **CONDITION OF EASEMENT**

The Council hereby authorizes the Mayor and Clerk to sign any documents pertaining to an easement being acquired by the City from the Sault Ste. Marie Region Conservation Authority over Parts 1, 2, 3 on Plan 1R12144, Part 1 on Plan 1R12143 and Parts 1 and 4 on Plan 1R12142, subject to the conditions set out in Schedule A.

2. **SCHEDULE "A"**

Schedule "A" hereto 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 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

10(e)

SCHEDULE "A" TO BY-LAW 2012-56

PART PIN: 31568-0094 (LT)
PARTS 1, 2, 3 ON PLAN 1R12144

PART PIN: 31567-0218 (LT)
PART 1 ON PLAN 1R12143

PART PIN: 31567-0218 (LT)
PART 1 ON PLAN 1R12142

PART PIN: 31562-0347 (LT)
PART 4 ON PLAN 1R12142

Conditions of Hub Trail Easement - EASEMENT IN GROSS

The Sault Ste. Marie Region Conservation Authority ("Transferor") grants to The Corporation of the City of Sault Ste. Marie ("Transferee") free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain the walking and cycling trail, commonly known as the hub trail, upon the lands described in this document.

The Transferor covenants and agrees to provide free, uninterrupted and unobstructed access to the Transferee, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the lands described in this document.

The Transferor covenants and agrees with the Transferee that the Transferor shall not build or cause to be built any building, structure, fence or other obstruction over the easement granted in this document.

The Transferee covenants and agrees with the Transferor that it shall be responsible for any damage caused by the negligence of its own agents or employees to the property of the Transferor on the lands owned by the Transferor in the course of exercising the rights and easement hereby transferred.

The Transferee covenants and agrees to indemnify and save the Transferor harmless from all actions, causes of action, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the use of the hub trail by the general public.

The Transferee covenants and agrees with the Transferor to keep that portion of the hub trail located on the easement herein granted in a good and reasonable state of repair.

The Transferee covenants and agrees with the Transferor to reimburse the Transferor for any municipal taxes payable the lands described in this document.

This easement is for the benefit of the balance of the cycling and walking hub trail of the Transferee.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-57

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 184 to the Official Plan for the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

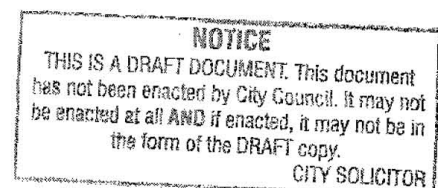
1. The Council hereby adopts Amendment No. 184 the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/cf/zoning/OPby-laws/2012-57



**AMENDMENT NO. 184
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 Rural Area designation.

LOCATION:

Sec 31 NW1/4 PT RP 1R9729 Part 2, located on the southeast corner of Second Line West and Town Line, civic no. 790 Town Line Road

BASIS:

This Amendment is necessary in view of the request to create 3 new rural residential lots, whereas Rural Area Policy 11 restricts new rural area lot creation to 1, counted from December 2009.

The proposal does not conform to the existing Rural Area policies as they relate the to the subject property.

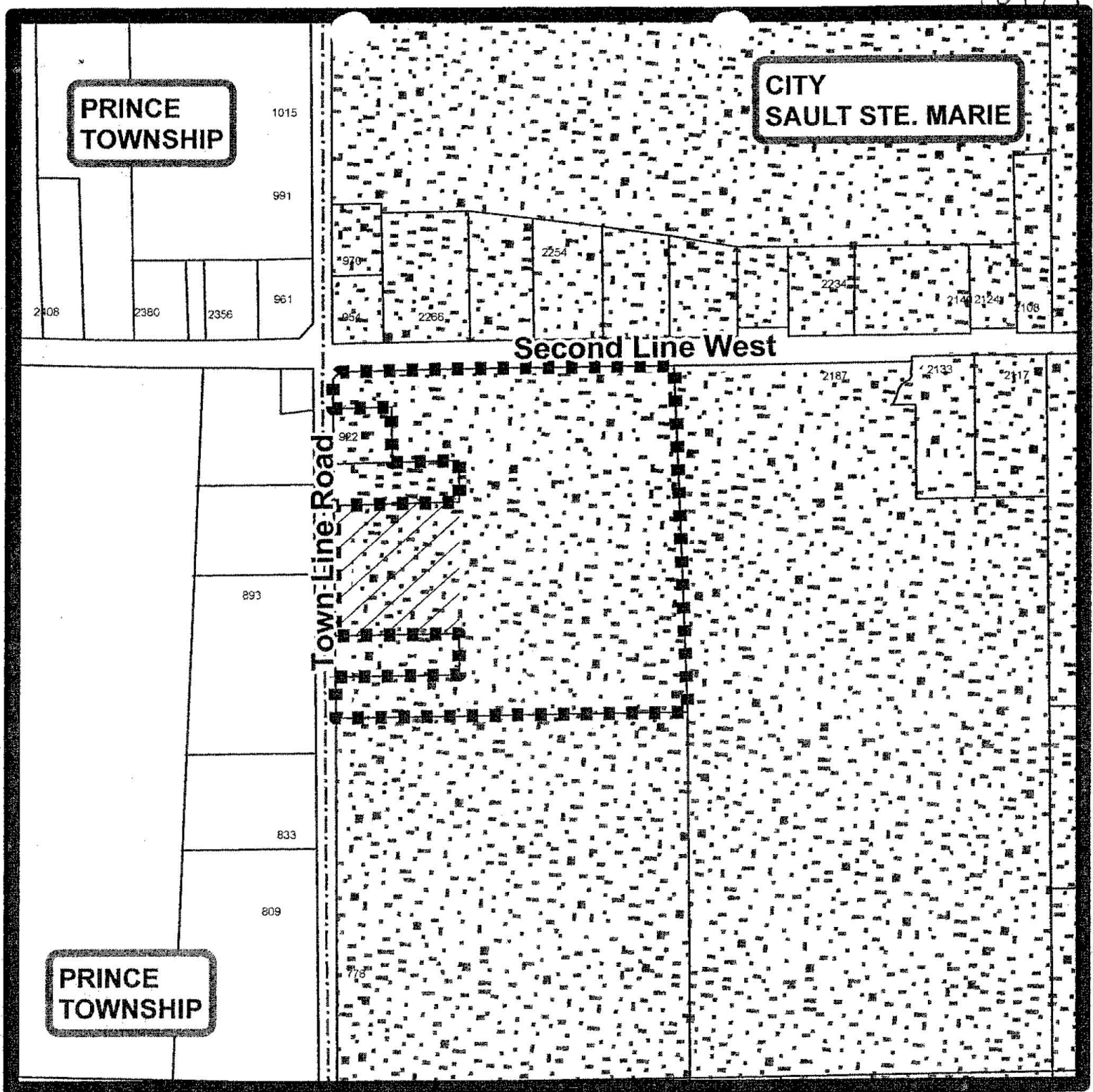
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Rural Area Policy 11.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

125. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as Sec 31 NW1/4 PT RP 1R9729 Part 2, located on the southeast corner of Second Line West and Town Line, civic no. 790 Town Line Road, may be severed to create 3 additional lots for rural residential purposes, conditional upon the successful approval of a severance application to the Committee of Adjustment.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN MAP

Planning Application A-8-12-OP

790 Town Line



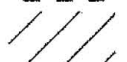
Metric Scale
1 : 6000

Maps
512 & 2-27

Mail Label ID
A-8-12-OP



Subject Property = 790 Town Line **Land Use Designation**



Proposed Lot Area



Rural Area



Municipal Boundary

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-58

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 183 to the Official Plan.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. The Council hereby adopts Amendment No. 183 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 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da Legal\Dept\Legal\Staff\ZONING\2. OP BY-LAW\2012-58.doc

NOTICE THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy. CITY SOLICITOR

**AMENDMENT NO. 183
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 Rural Area policies.

LOCATION

Part of Sec 26 RP 1R11701 Parts 1 and 3, located on the east side of Korah and Moss Roads, Civic No. 750 Korah Road.

BASIS

This Amendment is necessary in view of a request to sever the subject property to create 2 additional single rural residential lots.

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 SSM is hereby amended by adding the following paragraph to the Special Exceptions Section:

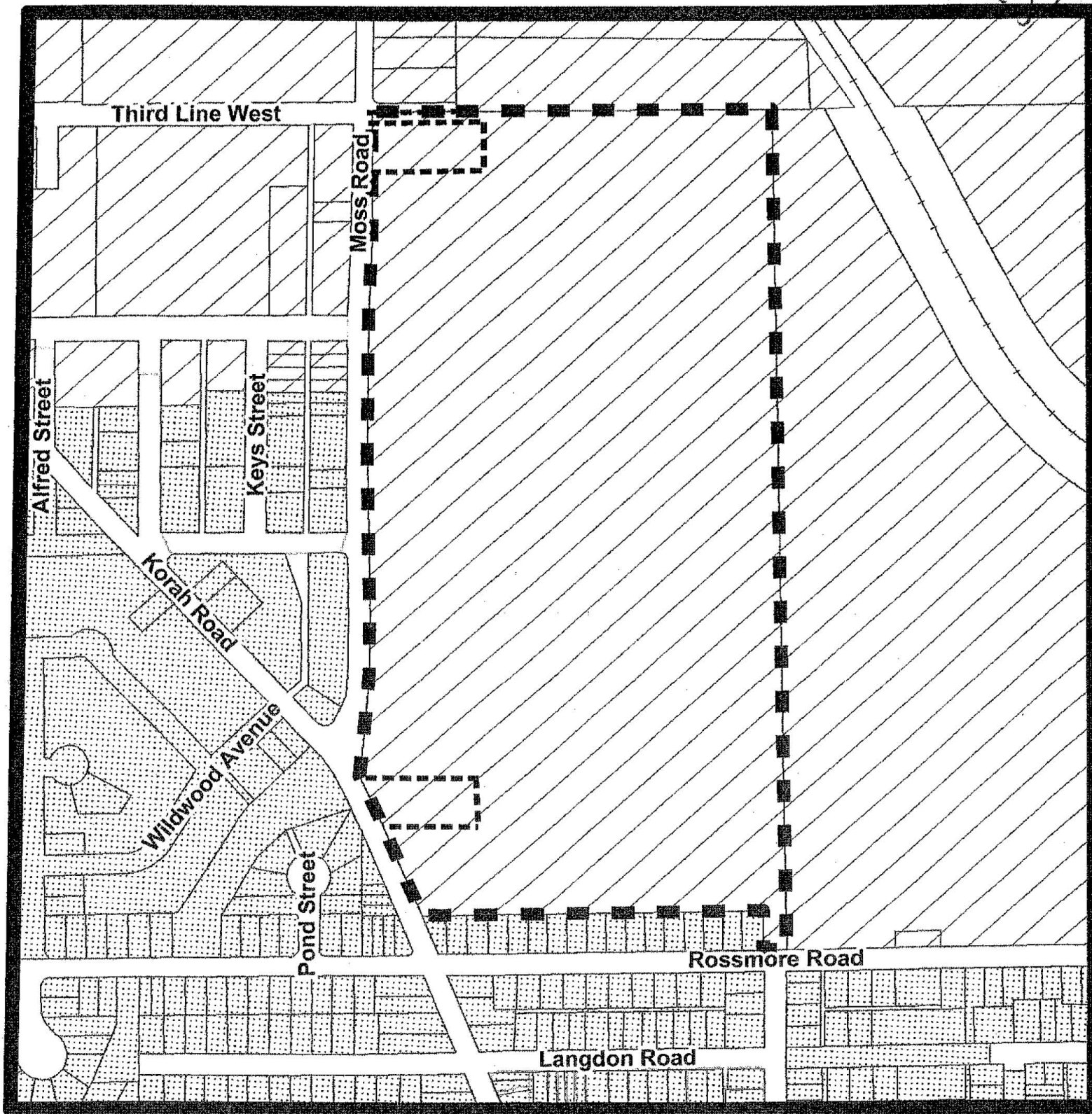
"Special Exceptions"

124. Notwithstanding the Rural Area policies of the Official Plan, lands described as Part of Sec 26 RP 1R11701 Parts 1 and 3, located on the east side of Korah Road and Moss Road, civic No. 750 Korah Road, may be used for two (2) additional rural residential lots.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

10(9)



OFFICIAL PLAN LAND USE MAP

OP AMENDMENT
No. 183

750 KORAH ROAD

 Subject Property = 750 Korah Road

 Lot Proposal

Official Plan Land Use

Land_Use_Designation

 Residential

 Rural Area

Planning Application
A-10-12-OP

Metric Scale
1 : 5000



Maps
94 & 1-107

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-63

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of St. Mary's River Drive from the Delta Waterfront Hotel to 49 St. Mary's River Drive to facilitate the Heart & Stroke Foundation Walk & Roll.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the Municipal Act 2001, S.O. 2001, c.25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY CLOSURE OF ST. MARY'S RIVER DRIVE FROM
THE DELTA WATERFRONT HOTEL TO 49 ST. MARY'S RIVER DRIVE**

The Council hereby authorizes the closing to vehicular traffic of St. Mary's River Drive from the Delta Waterfront Hotel to 49 St. Mary's River Drive on August 18, 2012 (August 19th rain date) from 9:00 a.m. to 5:00 p.m. to facilitate the Heart & Stroke Foundation Walk and Roll.

2. **EFFECTIVE DATE**

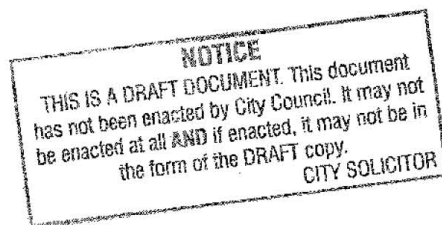
This by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK-MALCOLM WHITE

cf \bylaws\2012\2012-63 Temp Street Heart & Stroke



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-45

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 492 Pine Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **492 PINE STREET; LOCATED ON THE EAST SIDE OF PINE STREET, APPROXIMATELY 35M NORTH OF ITS INTERSECTION WITH MACDONALD AVENUE; CHANGE FROM R.2 TO R.2.S WITH A "SPECIAL EXCEPTION".**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-32 of Schedule "A" to By-law 2005-150, is changed from R.2 (Single Detached Residential) zone to R.2.S (Single Detached Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(311) and heading as follows:

"2(311) 492 Pine Street

Despite the provisions of By-law 2005-150 the lands located on the east side of Pine Street, approximately 35m north of its intersection with MacDonald Avenue, having civic no. 492 Pine Street and outlined and marked "Subject Property" on the map attached as Schedule 311 hereto is changed from R.2 (Single Detached Residential) zone to R.2.S (Single Detached Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R.2 zone, a second dwelling unit to be located within a cellar."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 2nd day of April, 2012.

NOTICE

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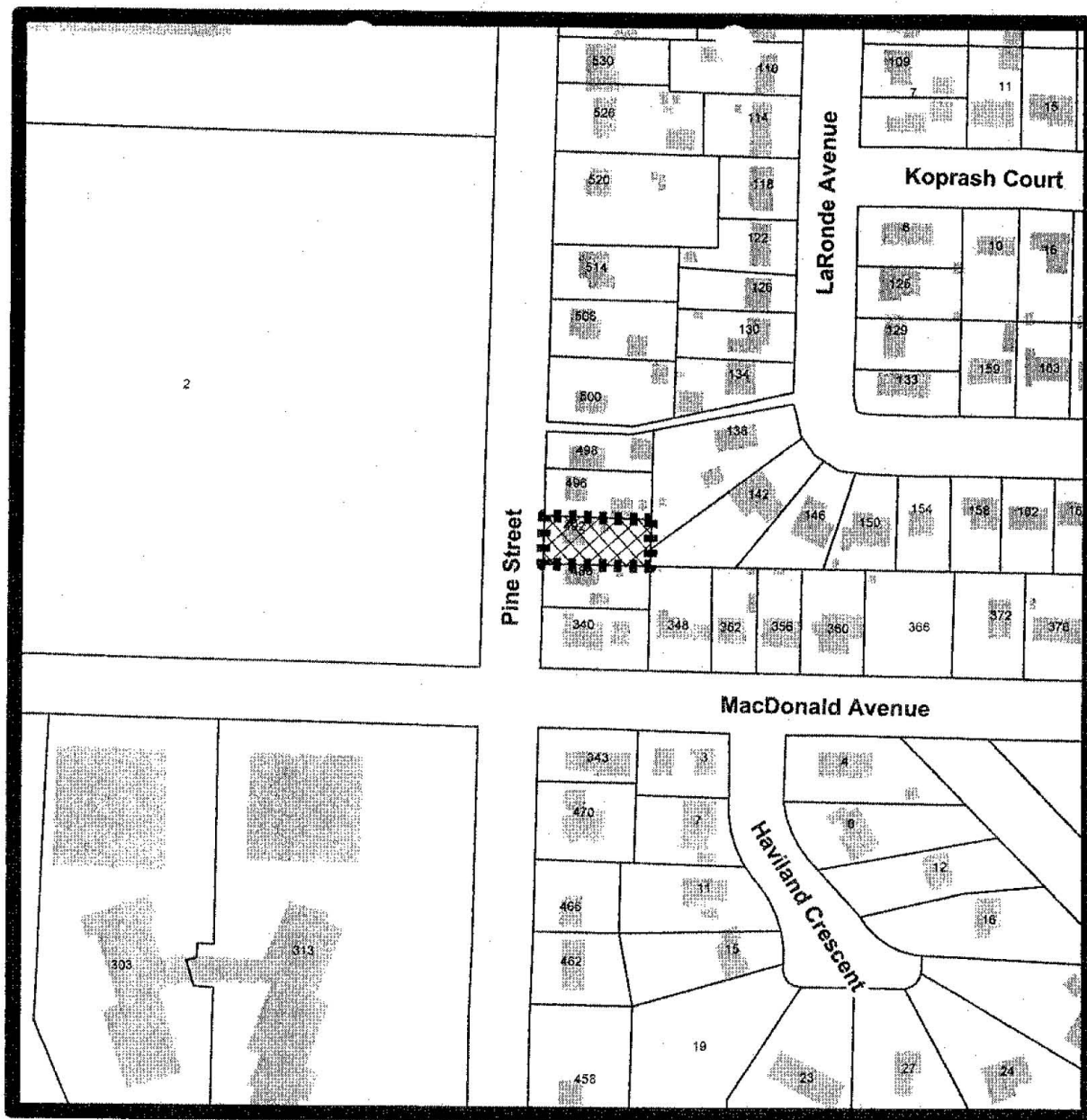
CITY SOLICITOR

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

1061)

SCHEDULE "A" TO BY-LAW 2012-45 AND SCHEDULE 311 TO BY-LAW 2005-151 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 2ND DAY OF APRIL, 2012.



SUBJECT PROPERTY MAP

Planning Application A-12-12-Z

492 Pine Street



Subject Property = 492 Pine Street



Subject Property = 492 Pine Street



Metric Scale
1 : 1800

Maps
29 & 1-32

Mail Label ID
A-12-12-Z

106j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-54

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 421 Albert Street West.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the Planning Act, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

1. **421 ALBERT STREET WEST; LOCATED ON THE SOUTH SIDE OF ALBERT STREET WEST, APPROXIMATELY 35M WEST OF ITS INTERSECTION WITH HUDSON STREET; CHANGE FROM R.3 TO CT.2**

The zone designation on the lands having civic address 421 Albert Street West and shown on Map 1-26 of Schedule "A" to By-law 2005-150 and also shown outlined and marked "Subject Property" on the map attached as Schedule "A" to this by-law is changed from R.3 (Low Density Residential) zone to CT.2 (Commercial Transitional) zone.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

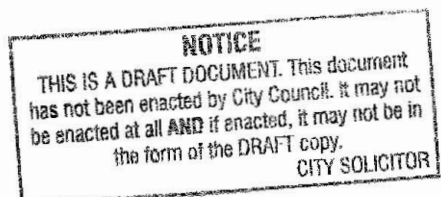
3. **CERTIFICATE OF CONFORMITY**

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.

PASSED in Open Council this 2nd day of April, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



106j)

SCHEDULE "A" TO BY-LAW 2012-54 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE BE PASSED IN OPEN COUNCIL THIS 2ND DAY OF APRIL, 2012.

