



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

Monday, June 26, 2017

4:30 pm

Council Chambers

Civic Centre

---

|                                                                                                                             | Pages          |
|-----------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>1. ADOPTION OF MINUTES</b>                                                                                               | <b>14 - 28</b> |
| Mover Councillor J. Krmpotich<br>Seconder Councillor S. Butland                                                             |                |
| Resolved that the Minutes of the Joint Council Meeting of 2017 06 06 and Regular Council Meeting of 2017 06 12 be approved. |                |
| <b>1.1 <i>Minutes of Joint Council Meeting June 6, 2017</i></b>                                                             | <b>29 - 31</b> |
| <b>2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA</b>                              |                |
| <b>3. DECLARATION OF PECUNIARY INTEREST</b>                                                                                 |                |
| <b>4. APPROVE AGENDA AS PRESENTED</b>                                                                                       |                |
| Mover Councillor J. Krmpotich<br>Seconder Councillor P. Christian                                                           |                |
| Resolved that the Agenda for 2017 06 26 City Council Meeting as presented be approved.                                      |                |
| <b>5. PROCLAMATIONS/DELEGATIONS</b>                                                                                         |                |
| <b>5.1 <i>Why I Love Canada</i></b>                                                                                         |                |
| Hailly Poole                                                                                                                |                |
| <b>5.2 G. Marconi Society Annual Italian Festival</b>                                                                       |                |

Joe Oraziotti, President, G. Marconi Society

**5.3 Poker Run**

Megan Parlowe, Events Co-ordinator, Tourism Sault Ste. Marie

**5.4 Downtown Street Party**

Josh Ingram, General Manager, Downtown Association

**5.5 World Fringe Day**

Tova Arbus

**5.6 Community Adjustment Committee**

Gayle Broad, Chair, Community Adjustment Committee

**6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA**

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that all the items listed under date 2017 06 26 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1 Noise By-law Exemption**

32 - 32

Letter of request for a temporary street closing is attached for the consideration of Council.

Youth Odena – Indian Friendship Centre – 122 East Street

- Friday, June 30, 2017 – 7 p.m. to 11 p.m.

The relevant By-law 2017-138 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.2 Street Closure Request**

33 - 39

Letter of request for a temporary street closing is attached for the consideration of Council.

G. Marconi Society Annual Italian Festival

- Cathcart Street from Hudson Street to Carmen's Way – Sunday, July 9, 2017 – 11 a.m. to 11 p.m.

The relevant By-law 2017-139 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.3 Tender for Strathclair Park – Electrical and Exterior Lighting Upgrades (2017CDE-CS-PK-01-T) 40 - 43**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2017-132 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian
- Resolved that the report of the Manager of Purchasing dated 2017 06 26 be received and that the tender for Electrical and Exterior Lighting Upgrades at Strathclair Park be awarded to Superior Industrial Services at their low tendered price, meeting specifications, of \$343,401.80 plus HST, after post tender reductions of \$5,600.00 are applied; further that the City's Consultant, Nor Mech Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Superior Industrial Services to proceed with this project.
- It is further recommended that City Council approve the allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to be applied to this Electrical and Lighting Upgrade project.
- 6.4 RFP – Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie (2017FIR-03-P) 44 - 45**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland
- Resolved that the report of the Manager of Purchasing dated 2017 06 26 concerning RFP – Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie be received and that the proposal submitted by Dillon Consulting Limited to provide a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie be approved.
- A by-law authorizing signature of the agreement will appear on a future Council Agenda.
- 6.5 Splash Pad Funding 46 - 48**
- A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland
- Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 06 29 regarding Splash Pad funding be received as information.

- 6.6 Walk of Fame Redesign 49 - 53**
- A report of the Deputy City Clerk is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Secunder Councillor S. Butland
- Resolved that the report of the Deputy City Clerk dated 2017 06 26 concerning Walk of Fame Redesign be received and the proposed redesign be approved with an additional \$3,500 in funding (\$2,000 from 2017 Walk of Fame budget; \$1,500 from Parks and Recreation Reserve).
- A by-law to amend By-law 2002-193 will appear on a subsequent Council Agenda.
- 6.7 Parks Usage Survey Options 54 - 61**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Secunder Councillor S. Butland
- Resolved that the report of the Manager of Recreation and Culture dated 2017 06 26 concerning Parks Usage Survey Options be received and that the staff recommendation to implement 'Option One' in order to complete an analysis of City owned parks be approved.
- 6.8 Designated Heritage Property Grant – Algonquin Hotel 62 - 68**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian
- Resolved that the report of the Manager of Recreation and Culture dated 2017 06 26 concerning a designated heritage property grant received from Martin Fiser (owner of the Algonquin Hotel located at 864 Queen St. East) and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant of \$3,000 be provided toward the removal and replacement of bricks; further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee; further that the funds come from the Designated Heritage Property Grant budget, be approved.
- 6.9 Young Street and Main Pump Station Engineering Services 69 - 70**
- A report of the Land Development and Environmental Engineer is attached for the consideration of Council.
- The relevant By-law 2017-137 is listed under item 11 of the Agenda and will



be read with all by-laws under that item.

- 6.10 Contract 2017-6E – 711-719 Bay Street Seawall Replacement** 71 - 74
- A report of the Design and Construction Engineer is attached for the consideration of Council.
- The relevant By-law 2017-136 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.11 Reallocation of Funds – Second Line West Cross Culvert Repair** 75 - 76
- A report of the Municipal Services Engineer is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian
- Resolved that the report of the Municipal Services Engineer dated 2017 06 26 concerning Reallocation of Funds – Second Line West Cross Culvert Repair be received and that the reallocation of funds from miscellaneous flooding projects to repair a cross culvert on Second Line West be approved.
- 6.12 Second Line and Great Northern Road – Active Transportation Study** 77 - 78
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian
- Resolved that the report of the Director of Engineering dated 2017 06 26 concerning the active transportation study in the area of Great Northern Road and Second Line be received and the recommendation that the engineering fee limit in the CIMA traffic study be increased to \$39,690 with the additional \$9,700 from the Engineering Equipment Reserve, be approved.
- 6.13 Interior LED Lighting Upgrades for City Facilities** 79 - 80
- A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.
- Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland
- Resolved that the report of the Environmental Initiatives Co-ordinator dated 2017 06 26 concerning Interior LED Lighting Upgrades for City Facilities be received as information.
- 6.14 Surplus Property – 205 Greenfield Drive** 81 - 84
- A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2017-133 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.15                      Property Declared Surplus – 33 Wilks Street                      85 - 87**

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

The relevant By-law 2017-134 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.16                      Licence to Occupy City Property Agreement for the Downtown Street Party                      88 - 90**

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

The relevant By-law 2017-135 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.17                      Trees on Municipal Property                      91 - 93**

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2017 06 26 concerning Trees on Municipal Property be received and that one planting for every one removal of a park tree be the target considered by the Public Works – Forestry Division.

**6.18                      Traffic Bylaw 77-200 Maintenance – 2017                      94 - 96**

A report of the Manager of Traffic and Communications is attached for the consideration of Council.

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that the report of the Manager of Traffic and Communications dated 2017 06 26 concerning Traffic By-law 77-200 Maintenance – 2017 be received and that Council direct the Legal Department to bring forward the appropriate by-law amendments at a later date.

**6.19                      2017 Concrete Curb and Sidewalk Program                      97 - 101**

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

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that the report of the Director of Public Works dated 2017 06 26

concerning Public Works 2017 curb and sidewalk program be received as information.

**6.20 Feasibility Study – Potential Transit Operations Integration at Public Works 102 - 104**

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2017 06 26 concerning Feasibility Study – Potential Transit Operations Integration at Public Works be received as information.

**7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

**7.1 ADMINISTRATION**

**7.1.1 Community Adjustment Committee Final Report 105 - 109**

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2016 06 26 concerning the final recommendations of the Community Adjustment Committee be received as information and that City Council:

1. Endorse the plan as a key stakeholder;
2. Assign responsibility for co-ordinating implementation to Community Development and Enterprise Services;
3. Request a report outlining the specific steps and required resources to implement the recommendations of the Committee; and
4. Thank the Community Adjustment Committee members, Chair, Project Coordinator and all those involved for the preparation of this report.

**7.1.1.1 Presentation 110 - 130**

**7.1.2 Council Vacancy – Appointment Process 131 - 161**

A report of the Deputy CAO / City Clerk – Corporate Services is attached for the consideration of Council.

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services

dated 2017 06 26 concerning Council Vacancy – Appointment Process be received as information.

**7.2 COMMUNITY SERVICES DEPARTMENT**

**7.3 ENGINEERING**

**7.4 FIRE**

**7.5 LEGAL**

**7.6 PLANNING**

**7.7 PUBLIC WORKS AND TRANSPORTATION**

**7.8 BOARDS AND COMMITTEES**

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

**8.1 Tax Ratio and Tax Policy Budgeting Session**

Mover Councillor M. Shoemaker  
Seconder Councillor S. Hollingsworth

Whereas tax ratios are used to establish the municipal tax rates to be paid annually by multi-residential, commercial, and industrial class properties; and

Whereas the legislated regulations governing the use of tax ratios and associated changes in tax payments from property owners are complex; and

Whereas it is desirable for Council to have as detailed an understanding as possible of how its decisions will impact local ratepayers in all property classes;

Now Therefore Be It Resolved that the Finance and Tax Department staff be directed to set aside one meeting during the 2018 budget schedule to explain the following:

- Current tax policy and how it distributes the tax levy across property classes;
- Provincial thresholds, ranges of fairness, and levy restrictions and how these affect the use of tax ratios for different classes;
- The financial impact of hypothetical changes to the tax ratios for commercial and industrial classes and how such changes might affect the taxes levied from other property classes; and
- How capping and clawback regulations and policies affect the taxes owing for individual properties when there are substantial shifts in assessment or tax rate changes within a class.

## **8.2 Peddler Licencing By-law**

Mover Councillor R. Niro  
Seconder Councillor M. Shoemaker

Whereas on March 17, 2003 the Corporation of the City of Sault Ste. Marie enacted a Peddler By-law to licence, govern and regulate peddlers operating within the City; and

Whereas over the past several years there have been repeated complaints made by local businesses to the City, the Sault Ste. Marie Police Service, and Algoma Public Health regarding the operations of an out-of-town peddler who frequents the City and sells a variety of foodstuffs from a truck without licence; and

Whereas the actions of this peddler have had a negative effect on local businesses and are potentially putting residents who consume the peddler's products at an elevated risk of obtaining food-borne illnesses; and

Whereas despite the actions of this peddler being well-known and informally advertised, the party has yet to be charged or otherwise sanctioned from breaching the peddler by-law;

Now Therefore Be It Resolved that the City Legal Department be directed to review the Peddler By-law and report back on how its compliance and enforcement provisions could be strengthened so as to deter peddlers from operating illegally within the City and thereby ensure greater fairness for local businesses.

## **8.3 Weekend Downtown Street Closures**

Mover Councillor M. Shoemaker  
Seconder Councillor S. Hollingsworth

Whereas the Downtown Association's strategic plan calls for increased events and an extended season to bring more people downtown; and

Whereas the City of Sault Ste. Marie's Downtown Strategy wishes to encourage active use of downtown spaces; and

Now Therefore Be It Resolved that staff, with input from the Downtown Association, examine the possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.

## **8.4 Vacant Council Seat**

Mover Councillor P. Christian  
Seconder Councillor M. Shoemaker

Whereas City Council was faced with filling a vacant Council seat (Council vacancy) in Ward 6 after former Councilor Romano was elected to the Provincial Legislature; and

Whereas Councils of the past have been faced with similar challenges; and

Whereas it is likely that Council vacancies will occur in the future; and

Whereas there are no formal policies and procedures that currently exist which guide Council, city staff, and the public through the challenges of filling Council vacancies;

Now Therefore Be It Resolved that Council request that the City Clerk's Department provide a report with recommended policies and procedures that can be adopted to deal with future Council vacancies; and

Further that any recommendations being offered give consideration to the time remaining in the Council's term, the methods by which the public will be notified of such vacancies and any procedures they will follow, and the procedures staff will follow for each of the recommendations being offered in the report.

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

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

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

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that all By-laws under Agenda item 11 under date 2017 06 26 be approved.

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

**11.1.1 By-law 2017-122 (Subdivision Control) 162 - 162**

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2017-122 being a by-law to remove Part Section 34, Korah being Part 2 1R13242 from the effects of By-law 3523, be passed in open Council this 26th day of June, 2017.

**11.1.2 By-law 2017-132 (Contract) Strathclair Park Electrical and Exterior Lighting Upgrades 163 - 242**

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2017-132 being a by-law to authorize the execution of

the contract between the City and Superior Industrial Services Ltd. for electrical and exterior lighting upgrades at Strathclair Park and to approve the allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to be applied to this project be passed in open Council this 26th day of June, 2017.

**11.1.3 By-law 2017-133 (Property) Surplus 205 Greenfield Drive 243 - 244**

A report from the City Solicitor is on the Agenda.

Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian

Resolved that By-law 2017-133 being a by-law to declare the City owned property legally described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE, being civic 205 Greenfield Drive as surplus to the City's needs and to authorize the disposition of said property be passed in open Council this 26th day of June, 2017.

**11.1.4 By-law 2017-134 (Property) Surplus 33 Wilks Street 245 - 246**

A report from the City Solicitor is on the Agenda.

Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian

Resolved that By-law 2017-134 being a by-law to declare the City owned property legally described as PIN 31611-0135 (LT) LT 16 PL H452 KORAH; SAULT STE. MARIE, being civic 33 Wilks Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 26th day of June, 2017.

**11.1.5 By-law 2017-135 (Agreement) Downtown Street Party 247 - 265**

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

Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian

Resolved that By-law 2017-135 being a by-law to authorize the execution of an agreement between the City and the Downtown Association ("Downtown"), The Barrel House Wine & Whiskey Bar Inc. ("Barrel House"), Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), 882215 Ontario Inc. ("Reggie's") and Northern Superior Brewing Company Inc. ("Northern Superior") for the use of a portion of Queen Street East from Pim Street to Dennis Street for the 2017 Downtown Street Party Programming be passed in open Council this 26th day of June, 2017.

**11.1.5.1 Amended Agreement 266 - 283**

By-law 2017-135 has been amended to reflect a block party or pop-up patio

event.

- 11.1.6 By-law 2017-136 (Contract) 711-719 Bay Street Seawall Reconstruction (Contract 2017-6E)** 284 - 286
- A report from the Design and Construction Engineer is on the Agenda.
- Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian
- Resolved that By-law 2017-136 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the removal of an existing seawall and the replacement with a sloped rock revetment at 711-719 Bay Street (Contract 2017-6E) be passed in open Council this 26th day of June, 2017.
- 11.1.7 By-law 2017-137 (Agreement) AECOM Canada Ltd. Amending Agreement** 287 - 307
- A report from the Land Development and Environmental Engineer is on the Agenda.
- Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian
- Resolved that By-law 2017-137 being a by-law to authorize the execution of an Amending Agreement between the City and AECOM Canada Ltd. for a scope change and revised fee related to the Agreement with AECOM Engineering for the Young Street and Main pump stations dated November 21, 2016 be passed in open Council this 26th day of June, 2017.
- 11.1.8 By-law 2017-138 (Regulations) Noise Exemption for Youth Odena** 308 - 308
- Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian
- Resolved that By-law 2017-138 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a Parking Lot Party held by Youth Odena at the Indian Friendship Centre on 122 East Street from 7:00 p.m. to 11:00 p.m. on June 30, 2017 be passed in open Council this 26th day of June, 2017.
- 11.1.9 By-law 2017-139 (Temporary Street Closing) G. Marconi Society Annual Italian Festival** 309 - 309
- Mover Councillor J. Krmpotich  
Secunder Councillor P. Christian
- Resolved that By-law 2017-139 being a by-law to permit the temporary street closing of Cathcart Street from Hudson Street to Carmen's Way on July 9, 2017 to facilitate the G. Marconi Society Annual Italian Festival be passed in open Council this 26th day of June, 2017.



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

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

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

13. CLOSED SESSION

Mover Councillor S. Butland  
Seconder Councillor P. Christian

Resolved that this Council proceed into closed session to discuss an issue under the *Companies' Creditors Arrangement Act*

*Municipal Act R.S.O. 2002 – section 239(2)(f) advice that is subject to solicitor/client privilege;*

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

14. ADJOURNMENT

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL**

### **MINUTES**

Monday, June 12, 2017

4:30 pm

Council Chambers

Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich

Absent: Councillor R. Romano

Officials: A. Horsman, M. White, L. Girardi, T. Vair, P. Milosevich, N. Kenny, S. Schell, D. McConnell, F. Coccimiglio, M. Borowicz-Sibenik, V. McLeod, E. Elliott, J. Bruzas

---

#### **1. ADOPTION OF MINUTES**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2017 05 29 be approved.

**Carried**

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

#### **3. DECLARATION OF PECUNIARY INTEREST**

**4. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda and Addendum for the 2017 06 12 City Council Meeting as presented be approved.

**Carried**

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 Queen Street Cruise Committee**

Joseph Bisceglia and Gary Trembinski, Committee Chairs were in attendance.

**5.2 Canada 150 Update**

Susan Myers, Chair, Mayor's Committee, Canada 150 was in attendance.

**5.3 Why Do You Love Canada Elementary School Contest**

Maya Odber was in attendance.

**5.4 Create a Logo and Market Your Thoughts**

Ashlee Gerard, Program Co-ordinator, Community Development Corporation of Sault Ste. Marie and Area was in attendance.

**5.5 Head Start in Business**

Ashlee Gerard, Program Co-ordinator, Community Development Corporation of Sault Ste. Marie and Area was in attendance.

**5.6 Elder Abuse Awareness Day – June 15, 2017**

Evelyn Theriault, Member of Senior Rights Protection Council was in attendance.

**5.7 World Refugee Day – June 20, 2017**

Danny Krmpotich, Co-ordinator, Sault Ste. Marie and Area Local Immigration Partnership was in attendance.

**5.8 Multiculturalism Day – June 27, 2017**

Helena Huopalainen was in attendance.

**5.9 Recreation and Parks Month**

Virginia McLeod, Manager of Recreation and Culture was in attendance.

**5.10 60th Reunion – Plummer Memorial Public Hospital School of Nursing**

Karen Bishop, graduate, was in attendance.

**5.11 Steel Industry Synopsis**

Peter Warrian, PhD, University of Toronto was in attendance.

**6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2017 06 12 – Agenda item 6 – Consent Agenda and the Addendum be approved as recommended.

**Carried**

**6.1 Council Travel**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that Councillor Turco be authorized to travel to Barrie for 2 days in June to attend the AMO Board of Director's Meeting at an estimated cost to the City of \$800.

**Carried**

**6.2 Street Closure Request**

Queen Street Cruise

- Queen Street East from East Street to Pim Street – Saturday, June 17, 2017 – 8 a.m. to 5 p.m.

Gore Street Neighbourhood Party

- Gore Street from Queen Street West to Wellington Street East; Albert Street West from Gore Street to Andrew Street (Andrew Street and Albert Street stays open); Andrew Street from South of Albert Street West to Queen Street West; Local Traffic Only Central Park Avenue from Andrew Street to John Street; John Street from Albert Street West to Queen Street West; Regulated Flow Eastbound Albert Street to Andrew Street – Thursday, July 6, 2017 from 11:30 a.m. to 3 p.m.

The relevant By-law 2017-124 and 2017-130 are listed under item 11 of the Minutes.

### **6.3 Tender for Lease of One (1) Motor Grader**

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2017 06 12 be received and the recommendation that the tender for the Lease of One (1) Grader c/w Snow Wing and Front Blade, as required by the Public Works Department, be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of \$7,501.81 plus HST, per unit for each periodic payment, be approved.

**Carried**

### **6.4 Vacant Unit Rebate Review**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 06 12 concerning the Vacant Unit Rebate Review be received and that City Council approve the attached vacancy rebate guidelines effective July 1, 2017 with the following recommended amendments:

- End industrial and shopping centre eligibility
- Limit the eligibility period to three years in a ten-year cycle for all other commercial uses
- Temporary uses as defined in the guidelines will not impact eligibility for a rebate

**Carried**

### **6.5 Audited Financial Statements – 2016**

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Audits and Capital Planning dated 2017 06 12 concerning 2016 Financial Statements be received and the recommendation that the audited Consolidated Financial Statements for 2016 be approved.

**Carried**

**6.6 Agreement with the Soo Thunderbirds Hockey Club Inc.**

The report of the Manager of Community Centres was received by Council.

The relevant By-law 2017-123 is listed under item 11 of the Minutes.

**6.7 Gore Street Neighbourhood Party**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Community Development and Enterprise Services Division dated 2017 06 12 concerning Gore Street Neighbourhood Party be received as information and that Council approve the road closure request which appears elsewhere in the agenda.

**Carried**

**6.8 Landfill Site Operations and Monitoring 2016 – Environmental Monitoring Committee**

The report of the Land Development and Environmental Engineer was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Land Development and Environmental Engineer dated 2017 06 12 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

**Carried**

**6.9 Miscellaneous Construction/Paving – Contract 2017-7E**

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

The relevant By-law 2017-125 is listed under item 11 of the Minutes.

**6.10 Second Line East Resurfacing – Contract 2017-8E**

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

The relevant By-law 2017-126 is listed under item 11 of the Minutes.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2017 06 12 concerning the resurfacing of Second Line East be received and the recommendation that contract 2017-8E be awarded to Pioneer Construction Inc. conditional on the Provincial Government entering into a Connecting Link funding agreement with the City, be approved.

**Carried**

**6.11 Surface Treatment – Contract 2017-9E**

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

The relevant By-law 2017-127 is listed under item 11 of the Minutes.

**6.12 Licence to Occupy City Property Agreement and Noise By-law Exemption request for the Queen Street Cruise Event**

The report of the Assistant City Solicitor was received by Council.

The relevant By-laws 2017-128 and 2017-129 are listed under item 11 of the Minutes.

**6.13 Review of Municipal Parking Operations**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Transit and Parking dated 2017 06 12 concerning the following recommendations from the committee of council regarding the review of parking operations in Sault Ste. Marie's downtown be received as information and that City Council:

1. Maintain the current 2 hour free parking in municipal lots;
2. Discuss the concept of lease to own thirteen (13) pay and display machines at the capital priority setting workshop with City Council for the 2018 budget; customers will then be able to purchase \$1.25 per hour up to a \$5 maximum if parking in any of the 10 municipal parking lots for longer than 2 hours.
  - a. If necessary, implement the \$1.25 per hour up to a \$5 maximum in municipal parking lots when parking in those lots for longer than 2 hours as the pay and display machines are installed on a yearly basis.
3. All future user fee rate increases to parking fines for municipal parking will be included in the recommendations from HEMSON Consulting Ltd. current Comprehensive User Fee Review for the City of Sault Ste. Marie;
4. Implement in 2017, a mobile payment solution whereby customers can pay for municipal parking with the use of a mobile phone, tablet, or computer;
5. Continue to support the downtown merchants and residents by:
  - a. Reconfigure the parking layout in the Bingham Lot to create an improved flow for traffic and pedestrians.
  - b. Repurpose the north-east corner of the Brock/Albert parking lot to include a 4,250 square foot multi use court for the local community.
  - c. Reconvene the Parking Review committee once annually to:
  - d. Explore the possibility for a pilot project to include gates to control entry and access to one or any of the existing municipal parking lots.

- e. Review current enhancements to parking enforcement.

**Carried**

#### **6.14 Kiwanis Community Theatre Centre Appointment**

The report of the Deputy CAO / City Clerk – Corporate Services was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2017 06 12 concerning Kiwanis Community Theatre Centre Appointment be received and the recommendation of the Board and Committee Nominating Committee to appoint Dr. Richard Anderson to the Kiwanis Community Theatre Centre Board of Directors for a two year term effective June 20, 2017 be approved.

**Carried**

### **7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

#### **7.1 ADMINISTRATION**

##### **7.1.1 Council Vacancy**

The report of the Deputy CAO / City Clerk Corporate Services was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO / City Clerk Corporate Services dated 2017 06 12 be received; and

Further that Council accept the resignation of Ross Romano and declare the seat of Councillor – Ward 6 vacant.

**Carried**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the Councillor - Ward 6 vacancy be filled by appointment.

**Carried**

#### **7.2 COMMUNITY SERVICES DEPARTMENT**

#### **7.3 ENGINEERING**

#### **7.4 FIRE**



**7.5 LEGAL**

**7.6 PLANNING**

**7.7 PUBLIC WORKS AND TRANSPORTATION**

**7.8 BOARDS AND COMMITTEES**

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

**8.1 Congratulate Ross Romano**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Bruni

Whereas Ross Romano was elected as the City's Member of Provincial Parliament on June 1, 2017; and

Whereas Ross Romano has served as Ward 6 Sault Ste. Marie City Councillor since 2014; and

Whereas Ross Romano is the first Progressive Conservative elected provincially in Sault Ste. Marie since 1981;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie express to Ross Romano their immense gratitude for his commitment to Council over the course of his term and wish him all the best in his service to our community and Province as our Member of Provincial Parliament.

**Carried**

**8.2 Charging for Civic Centre Parking**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor F. Fata

Whereas the Parking Review Committee has studied downtown parking and recommended changes to modernize our downtown parking system; and

Whereas during the community input portion of their investigations, the Parking Review Committee received significant feedback from residents; and

Whereas many residents noted that Algoma University, Sault College, the Sault Area Hospital, Ontario Lottery and Gaming, Group Health Centre and many other entities within the City charge employees for parking; and

Whereas the City must collect revenue wherever possible to offset tax increases;

Now Therefore Be It Resolved that staff bring forward to City Council a report on charging municipal employees for parking at all City-owned buildings including the Civic Centre.

| <b>Recorded</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         | X          |                |               |
| Councillor S. Butland       | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Myers         |            | X              |               |
| Councillor S. Hollingsworth |            | X              |               |
| Councillor J. Hupponen      | X          |                |               |
| Councillor L. Turco         |            | X              |               |
| Councillor M. Shoemaker     | X          |                |               |
| Councillor R. Niro          | X          |                |               |
| Councillor M. Bruni         | X          |                |               |
| Councillor F. Fata          | X          |                |               |
| Councillor J. Krmpotich     |            | X              |               |
| Councillor R. Romano        |            |                |               |
| <b>Results</b>              | <b>8</b>   | <b>4</b>       | <b>0</b>      |
| <b>Carried</b>              |            |                |               |

### **8.3 Animal Exhibitions and Performances**

Moved by: Councillor J. Hupponen

Seconded by: Councillor M. Shoemaker

Whereas a by-law to prohibit wild or exotic animal exhibitions and performances in the City of Sault Ste. Marie was passed November 19, 2012; and

Whereas not included in the list of animals in Schedule "A" to by-law 2012-2013, are domestic animals such as horses and dogs; and

Whereas travelling circuses claim that "positive reinforcement" is the method of training the animals used to entertain an audience; and

Whereas "positive reinforcement" for animals being trained in a circus endure varying levels of punishment, neglect and deprivation, with limited access to food and water; and

Whereas touring circuses cover thousands of miles a year, carrying animals from site to site in transports and cages with their only respite being rehearsals or performing; and

Whereas an animal is an animal regardless of whether it is classified as domestic or exotic;

Now Therefore Be It Resolved that the Legal Department be directed to prepare an amending by-law to the existing by-law which incorporates the concerns raised in this resolution.

**Carried**

#### **8.4 Fire Services Reserve List**

Moved by: Councillor P. Christian

Seconded by: Councillor M. Bruni

Whereas Sault Ste. Marie fire services routinely maintained an active reserve list of qualified candidates to fill vacant positions within the department and;

Whereas the department recently eliminated the active reserve list and;

Whereas the current make up and demographic profile of the department indicates that there will likely be more retirements within the next few years and;

Whereas it may be prudent for the city to reestablish a reserve list of qualified candidates to fill the anticipated openings and;

Whereas the establishment of such a list will make the process of filling these positions more efficient and timely.

Now therefore be it resolved that council ask appropriate city staff to report on the feasibility of reestablishing a qualified reserve list to meet the anticipated needs within fire services and to identify measures that will ensure that any potential list and its implementation will be fair and equitable to all potential candidates.

| <b>Recorded</b>             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano         |            | X              |               |
| Councillor S. Butland       | X          |                |               |
| Councillor P. Christian     | X          |                |               |
| Councillor S. Myers         | X          |                |               |
| Councillor S. Hollingsworth | X          |                |               |
| Councillor J. Hupponen      | X          |                |               |
| Councillor L. Turco         |            | X              |               |

|                         |          |          |          |
|-------------------------|----------|----------|----------|
| Councillor M. Shoemaker |          | X        |          |
| Councillor R. Niro      | X        |          |          |
| Councillor M. Bruni     | X        |          |          |
| Councillor F. Fata      | X        |          |          |
| Councillor J. Krmpotich | X        |          |          |
| Councillor R. Romano    |          |          |          |
| <b>Results</b>          | <b>9</b> | <b>3</b> | <b>0</b> |

**Carried**

**8.5 Notice of Motion – Tax Ratio and Tax Policy Budgeting Session**

Moved by: Mayor C. Provenzano

Whereas tax ratios are used to establish the municipal tax rates to be paid annually by multi-residential, commercial, and industrial class properties; and,

Whereas the legislated regulations governing the use of tax ratios and associated changes in tax payments from property owners are complex; and,

Whereas it is desirable for Council to have as detailed an understanding as possible of how its decisions will impact local ratepayers in all property classes;

Now Therefore Be It Resolved that the Finance and Tax Department staff be directed to set aside one meeting during the 2018 budget schedule to explain the following:

- Current tax policy and how it distributes the tax levy across property classes;
- Provincial thresholds, ranges of fairness, and levy restrictions and how these affect the use of tax ratios for different classes;
- The financial impact of hypothetical changes to the tax ratios for commercial and industrial classes and how such changes might affect the taxes levied from other property classes; and,
- How capping and clawback regulations and policies affect the taxes owing for individual properties when there are substantial shifts in assessment or tax rate changes within a class.

**8.6 Notice of Motion - Peddler Licencing By-law**

Moved by: Mayor C. Provenzano

WHEREAS on March 17, 2003 the Corporation of the City of Sault Ste. Marie enacted a Peddler By-law to license, govern, and regulate peddlers operating within the City; and,

WHEREAS over the past several years there have been repeated complaints made by local businesses to the City, the Sault Ste. Marie Police Service, and Algoma Public Health regarding the operations of an out-of-town peddler who frequents the City and sells a variety of foodstuffs from a truck without license; and,

WHEREAS the actions of this peddler have had a negative effect on local businesses and are potentially putting residents who consume the peddler's products at an elevated risk of obtaining food-borne illnesses; and,

WHEREAS despite the actions of this peddler being well-known and informally advertised, the party has yet to be charged or otherwise sanctioned for breaching the peddler by-law;

THEREFORE BE IT RESOLVED that the City Legal Department be directed to review the Peddler By-Law and report back on how its compliance and enforcement provisions could be strengthened so as to deter peddlers from operating illegally within the City and thereby ensure greater fairness for local businesses.

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

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

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2017 06 12 be approved.

**Carried**

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

**11.1.1 By-law 2017-123 (Agreement) Soo Thunderbirds Hockey Club Incorporated**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-123 being a by-law to authorize the execution of the Agreement between the City and Soo Thunderbirds Hockey Club Incorporated for the use of the John Rhodes Community Centre be passed in open Council this 12th day of June, 2017.

**Carried**

**11.1.2 By-law 2017-124 (Temporary Street Closing) Queen Street Cruise**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-124 being a by-law to permit the temporary closing of various City streets in the downtown core of Sault Ste. Marie on June 16th and June 17th, 2017 to facilitate the Queen Street Cruise event be passed in open Council this 12th day of June, 2017.

**Carried**

**11.1.3 By-law 2017-125 (Agreement) Miscellaneous Construction/Paving - Contract 2017-7E**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-125 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Limited for Miscellaneous Construction/Paving (Contract 2017-7E) be passed in open Council this 12th day of June, 2017.

**Carried**

**11.1.4 By-law 2017-126 (Agreement) Second Line East Resurfacing - Contract 2017-8E**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-126 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for Second Line East Repaving (Contract 2017-8E) be passed in open Council this 12th day of June, 2017.

**Carried**

**11.1.5 By-law 2017-127 (Agreement) Surface Treatment - Contract 2017-9E**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-127 being a by-law to authorize the execution of the Contract between the City and MSO Construction Limited for Surface Treatment (Contract 2017-9E) be passed in open Council this 12th day of June, 2017.

**Carried**

**11.1.6 By-law 2017-128 (Agreement) Downtown Association Queen Street Cruise Event**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-128 being a by-law to authorize the execution of an agreement between the City and the Downtown Association for the use of the March Street Stage at March Street and Queen Street East, Sault Ste. Marie, the Essar Centre parking lot at Queen Street East and Dennis Street, Sault Ste. Marie, and Queen Street East from Pim Street to Bruce Street, Sault Ste. Marie for the Queen Street Cruise Programming be passed in open Council this 12th day of June, 2017.

**Carried**

**11.1.7 By-law 2017-129 (Regulations) Noise Exemption Queen Street Cruise Event**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-129 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the Queen Street Cruise event on June 16<sup>th</sup>, 2017 and June 17<sup>th</sup>, 2017 be passed in open Council on this 12th day of June, 2017.

**Carried**

**11.1.8 By-law 2017-130 (Temporary Street Closings) Gore Street Neighbourhood Party**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that By-law 2017-130 being a by-law to permit the temporary closing of various streets on July 6, 2017 to facilitate the Gore Street Neighbourhood Party be passed in open Council this 12th day of June, 2017.

**Carried**

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

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

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

**13. CLOSED SESSION**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that this Council proceed into closed session to discuss:

1. two proposed dispositions of property

2. an issue under the *Companies' Creditors Arrangement Act*

*Municipal Act R.S.O. 2002 – section 239(2)(c) – a proposed or pending acquisition or disposition of land by the municipality; section 239(2)(f) - advice that is subject to solicitor/client privilege;*

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

**Carried**

**14. ADJOURNMENT**

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that this Council shall now adjourn.

**Carried**

---

Mayor

---

City Clerk





## **Twin Saults – Joint Council/Commission Meeting**

### **Minutes**

Tuesday, June 6, 2017 – 4:30 p.m.  
Sault Ste. Marie Ontario Council Chambers  
Level 4, Civic Centre, 99 Foster Drive  
Sault Ste. Marie, Ontario, Canada

**Present:** Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Mayor T. Bosbous, Commissioner R. Bauer, Commissioner J. Gage, Commissioner D. Gerri, Commissioner B. Lynn, Commissioner A. Baker, Commissioner K. Twardy

**Absent:** Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor J. Krmpotich, Councillor R. Romano

**Officials:** A. Horsman, O. Turner, M. White, R. Troyer, T. Vair, S. Cannello, S. Schell, F. Coccimiglio

---

### **1. Opening Comments**

#### **1.1 Mayor Tony Bosbous**

Mayor Tony Bosbous introduced members of Sault Ste. Marie, Michigan City Commission and called the meeting to order. Roll call was taken, followed by the Pledge of Allegiance.

#### **1.2 Mayor Christian Provenzano**

Mayor Christian Provenzano introduced members of Sault Ste. Marie, Ontario City Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Butland

Resolved that the Agenda For the 2017 06 06 Twin Saults Joint Council/Commission Meeting as presented be approved.

Moved by: Councillor F. Fata

Seconded by: Councillor P. Christian

Resolved that City Council now proceed into Committee of the Whole to consider the following matter referred to it for consideration - Twin Saults Joint Council/Commission Meeting.

**Carried.**

**2. Declaration of Pecuniary Interest**

**3. Canada 150**

Councillor Susan Myers provided a presentation on upcoming Canada 150 events.

**4. International Bridge Update**

Peter Petainen, General Manager – International Bridge Authority was in attendance.

**5. Joint Economic Development Presentation - Revised MOU**

Jeff Holt, EDC Director and Tom Dodds, Chief Executive Officer, EDC were in attendance.

**6. Sault Locks Project Update**

Kevin Sprague, Area Engineer - U.S. Army Corps of Engineers was in attendance.

**7. Great Lakes Resolution**

Moved by: Councillor M. Shoemaker; Commissioner J. Gage

Seconded by: Councillor S. Myers; Commissioner K. Twardy

Whereas in 1909 the Boundary Waters Treaty was signed by the governments of the United States and Canada which started the formal process of creating the International Joint Commission to deal with issues facing our shared water boundary; and

Whereas the two governments then signed the Great Lakes Water Quality Agreement in 1972 which extended this approach to include issues facing the Great Lakes; and

Whereas several treaties, laws, and initiatives have been developed and implemented by the governments of the United States and Canada to protect, maintain, and restore the Great Lakes;

Now Therefore Be It Resolved that the Sault Ste Marie, Ontario City Council and the Sault Ste Marie, Michigan City Commission call upon our local, provincial/state, and federal stakeholders to advocate for continued financial support for programs that protect, maintain, and restore our Great Lakes.

Be It Further Resolved that copies of this joint resolution be sent to the Honourable Prime Minister of Canada, Justin Trudeau, Terry Sheehan, Member of Parliament for Sault Ste Marie, Honourable Kathleen Wynne, Premier of Ontario, Ross Romano, Member of Provincial Parliament for Sault Ste Marie, United States President Donald J. Trump, United States Senator Debbie Stabenow, United States Senator Gary Peters, United States Congressman Jack Bergman, Governor of Michigan Rick Snyder, State Senator Wayne Schmidt, State Representative Lee Chatfield.

**Carried**

**8. City Flag Exchange**

Mayor Provenzano and Mayor Bosbous exchanged their respective municipal flags.

**9. Public Comments**

**10. Adjournment**

Moved by: Councillor M. Bruni

Seconded by: Councillor P. Christian

Resolved that the Committee of the Whole now rise without reporting on the matter referred to it by City Council –Twin Saults Joint Council/Commission Meeting.

**Carried**

Moved by: Councillor F. Fata

Seconded by: Councillor S. Butland

Resolved that the Twin Saults – Joint Council/Commission Meeting shall now adjourn.

**Carried**

---

Mayor

---

City Clerk

306-344 Dacey Road  
Sault Ste. Marie, ON  
(431) 334 9213  
(705) 206 7595



Attn: Mr. King  
Civic Centre Legal Department, Fourth Floor  
99 Foster Drive  
Sault Ste. Marie, ON

THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE

Re: Parking Lot Party

## LEGAL DEPARTMENT

Aanii Mr. King,

Youth Odena (YO) is an ambitious by-youth for-youth advocacy group in Sault Ste. Marie, Ontario. Our members are dedicated to improving the socio-economic status of young people in the area. We are actively advocating for the creation of a multifunctional youth dedicated space. Currently, YO is preparing for the Summer of Growth, a summer filled with 80 engaging and educational workshops to support local youth. Summer of Growth is broken down into 8 themes with 10 workshops each, these themes are: professional skills, activism/advocacy skills, leadership/confidence building, artistic talent, sexual health, self-care/harm-reduction/physical health, newcomer youth integration, and reconciliatory practices.

YO is seeking a Noise By-Law Exemption to ensure we are safe from complaint during our Parking Lot Party. The Parking Lot Party happens on June 30<sup>th</sup> from 7-11PM at the Indian Friendship Centre (IFC) on 122 East Street. As the name suggests the party will occur within the limits of Indian Friendship Centre property. The purpose of the party is to create buzz for the Summer of Growth as well as provide a safe venue to have fun. The party will have a disc jockey, will occur inside the IFC hall if it rains, and will finish and begin vacating no later than 10:59PM.

Thank you for taking the time to read this letter. YO looks forward to making sure this summer is memorable and inspiring for Sault Ste. Marie youth. Please help us make this happen. Contact us at (705) 206 7595 or (431) 334 9213 if you require any further information.

Miigwech,

Spencer Rice  
Youth Odena Summer of Growth Manager

**TEMPORARY STREET CLOSURE - APPLICATION FORM**

CONTACT NAME: ROSETTA SICOLI TELEPHONE: 942-5556

ORGANIZATION (if applicable) G. MARCONI SOCIETY

ADDRESS: 450 ALBERT ST. W POSTAL CODE: P6A1C3

The above person hereby makes application for the closing of

CATHCART STREET  
(Name of street to be closed)

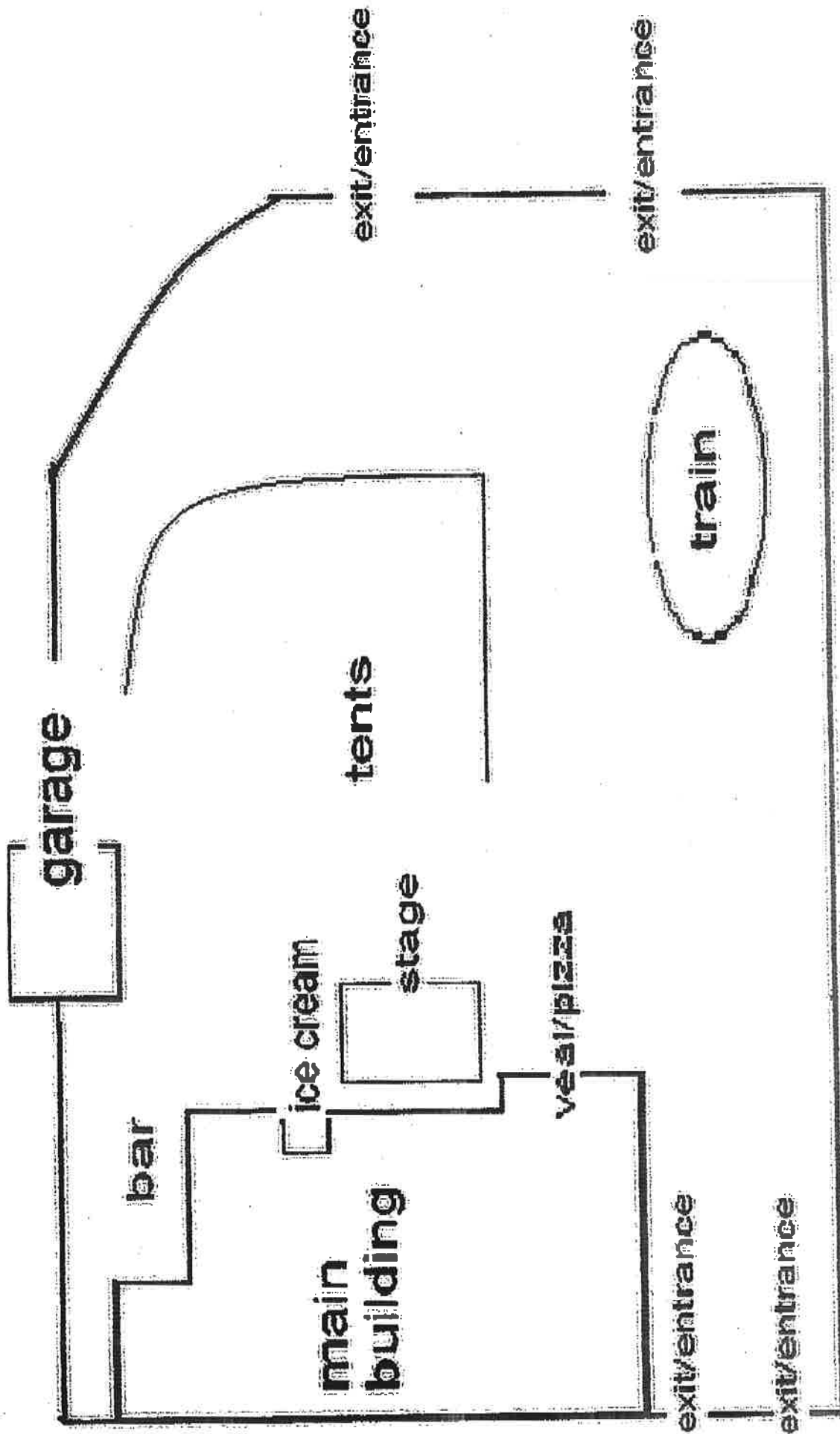
from HUDSON ST. to CARMEN'S WAY  
(reference points - street numbers, cross streets, etc.)

from \_\_\_\_\_ to \_\_\_\_\_  
(reference points - street numbers, cross streets, etc.)

on the 9 day of JULY, 20 17 from 11 am/pm to 11 am/pm

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

for the purpose of ANNUAL ITALIAN FESTIVAL



06/20/2017 15:39 705-759-2310

CLERK'S DEPT SSMARIE

PAGE 03/03

**APPROVAL SECTION:****1. Police Services, Traffic Dept.**

Telephone 949-6300 ext 348

Fax 759-7820

580 Second Line East

**Sgt. R. Magnan #209****JUN 21 2017**\_\_\_\_\_  
Signature of Official**2.****Fire Services/Emergency Medical Services (EMS)**

Telephone 949-3335/949-3387

Fax 949-2341

72 Tancred Street

\_\_\_\_\_  
Signature of Official**3. Public Works & Transportation Dept. 4.**

Telephone 541-7000

Fax 541-7010

128 Sackville Road

\_\_\_\_\_  
Signature of Official**Transit/Parking**

Telephone 759-5320

Fax 759-5834

111 Huron Street

\_\_\_\_\_  
Signature of Official**5. Central Ambulance Communication 6.**

Centre (C.A.C.C.)

Telephone 946-1227

Fax 945-6883

65 Old Garden River Road

\_\_\_\_\_  
Signature of Official**Downtown Association**

Telephone 942-2919

Fax 942-6368

496 Queen Street East

**(QUEEN STREET CLOSINGS ONLY)**\_\_\_\_\_  
Signature of Official**7. Community Services Department**

Telephone 759-5310

Fax 759-6605

99 Foster Drive

**(CLOSINGS AFFECTING CITY PARKS/FACILITIES)**\_\_\_\_\_  
Signature of Official**CITY CLERK SECTION:**

City Council approval was received on \_\_\_\_\_

(date)

(By-law No.) \_\_\_\_\_

**APPROVAL SECTION:**

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

\_\_\_\_\_  
Signature of Official

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

\_\_\_\_\_  
Signature of Official

- 3. Public Works & Transportation Dept.** **4.**  
Telephone 541-7000  
Fax 541-7010  
128 Sackville Road

\_\_\_\_\_  
Signature of Official

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

\_\_\_\_\_  
Signature of Official

- 5. Central Ambulance Communication Centre (C.A.C.C.)** **6.**  
Telephone 946-1227  
Fax 945-6883  
65 Old Garden River Road

\_\_\_\_\_  
Signature of Official

- Downtown Association**  
Telephone 942-2919  
Fax 942-6368  
496 Queen Street East  
(QUEEN STREET CLOSINGS ONLY)

\_\_\_\_\_  
Signature of Official

- 7. Community Services Department**  
Telephone 759-5310  
Fax 759-6606  
99 Foster Drive  
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

\_\_\_\_\_  
Signature of Official

**CITY CLERK SECTION:**

City Council approval was received on \_\_\_\_\_, \_\_\_\_\_  
(date) (By-law No.)



06/20/2017 16:42 705-759-2310

CLERK'S DEPT SSMARIE

PAGE 03/03

**APPROVAL SECTION:**

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

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

---

**Signature of Official**

---

**Signature of Official**

- 3. Public Works & Transportation Dept.** **4.**  
Telephone 541-7000  
Fax 541-7010  
128 Sackville Road



---

**Signature of Official**

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

---

**Signature of Official**

- 5. Central Ambulance Communication Centre (C.A.C.C.)** **6.**  
Telephone 946-1227  
Fax 945-6883  
65 Old Garden River Road

- Downtown Association**  
Telephone 942-2919  
Fax 942-6368  
496 Queen Street East  
**(QUEEN STREET CLOSINGS ONLY)**

---

**Signature of Official**

---

**Signature of Official**

- 7. Community Services Department**  
Telephone 759-5310  
Fax 759-6605  
99 Foster Drive  
**(CLOSINGS AFFECTING CITY PARKS/FACILITIES)**

---

**Signature of Official****CITY CLERK SECTION:**

City Council approval was received on \_\_\_\_\_, \_\_\_\_\_  
(date) (By-law No.)

**APPROVAL SECTION:**

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

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

\_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Signature of Official**

**3. Public Works & Transportation Dept.** **4.**  
Telephone 541-7000  
Fax 541-7010  
128 Sackville Road

**Transit/Parking**  
Telephone 759-5320  
Fax 759-5934  
111 Huron Street

\_\_\_\_\_  
**Signature of Official**

  
\_\_\_\_\_  
**Signature of Official**

**5. Central Ambulance Communication Centre (C.A.C.C.)** **6.**  
Telephone 946-1227  
Fax 945-6883  
65 Old Garden River Road

**Downtown Association**  
Telephone 942-2919  
Fax 942-6368  
496 Queen Street East  
**(QUEEN STREET CLOSINGS ONLY)**

\_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Signature of Official**

**7. Community Services Department**  
Telephone 759-5310  
Fax 759-6805  
99 Foster Drive  
**(CLOSINGS AFFECTING CITY PARKS/FACILITIES)**

\_\_\_\_\_  
**Signature of Official**

**CITY CLERK SECTION:**

City Council approval was received on \_\_\_\_\_, \_\_\_\_\_  
(date) (By-law No.)

**APPROVAL SECTION:**

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

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

\_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Signature of Official**

**3. Public Works & Transportation Dept. 4.**  
Telephone 541-7000  
Fax 541-7010  
128 Sackville Road

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

\_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Signature of Official**

**5. Central Ambulance Communication 6.**  
Centre (C.A.C.C.)  
Telephone 946-1227  
Fax 945-6883  
65 Old Garden River Road

**Downtown Association**  
Telephone 942-2919  
Fax 942-6368  
496 Queen Street East  
**(QUEEN STREET CLOSINGS ONLY)**

*Charles Harrington as per T.M.*  
\_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Signature of Official**

**7. Community Services Department**  
Telephone 759-5310  
Fax 759-6805  
99 Foster Drive  
**(CLOSINGS AFFECTING CITY PARKS/FACILITIES)**

\_\_\_\_\_  
**Signature of Official**

**CITY CLERK SECTION:**

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



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for Strathclair Park – Electrical & Exterior Lighting Upgrades (2017CDE-CS-PK-01-T)

---

**PURPOSE**

Attached hereto for Council's information and consideration is a summary of the tenders received for Electrical and Exterior Lighting Upgrades at Strathclair Park as required by the Community Services Department. Staff is seeking Council approval of the tender recommendation.

**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 June 12, 2017 with the Deputy CAO-Corporate Services/City Clerk in attendance.

**ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Nor Mech Engineering Inc. (David Barban), and the Manager of Culture & Recreation – CSD. Mr. Barban's report concerning the tenders received is attached for your reference.

**FINANCIAL IMPLICATIONS**

The low tendered price of \$343,401.80 plus HST, after post tender reductions of \$5,600.00 are applied. The total project cost including this tender, costs incurred to date, and Engineering fees is expected to be \$390,150.00, \$26,789 in excess of the approved funding of \$363,361.

Staff is requesting that City Council approve an allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to cover the shortfall.

**STRATEGIC PLAN / POLICY IMPACT**

Provision of new Infrastructure is included in the Infrastructure focus area of the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2017 06 26 be received and the recommendation that the tender for Electrical and Exterior Lighting Upgrades at Strathclair Park be awarded to Superior Industrial Services at their low tendered price, meeting specifications, of \$343,401.80 plus HST, after post tender reductions of \$5,600.00 are applied, be approved; and further that the City's Consultant, Nor Mech Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Superior Industrial Services to proceed with this project. By-Law 2017-132 authorizing signature of a formal Contract for this project appears elsewhere on this Council Agenda.

It is further recommended that City Council approve the allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to be applied to this Electrical and Lighting Upgrade project.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

NOR MECH ENGINEERING INC.

Mechanical & Electrical Consulting Engineering  
1141 Old Garden River Road, Sault Ste. Marie, Ont. P6A 6J8  
Fax: (705) 942-0181

Phone: (705) 942-0114

Email: normech@shaw.ca

Date: June 13, 2017

TENDER RESULTS - SUMMARY:

Location: Thompson Room - City Hall.

Project: Strathclair Park - Electrical & Exterior Lighting Upgrade. (Monday - June 12, 2017)

Project No. #: P1146.1

| Firm                                                 | Base Bid<br>Stipulated Price | Bid<br>Security | Agreement<br>to Bond | Weeks to complete | Ranking | Comments                                                                                                                                                                                                                             |
|------------------------------------------------------|------------------------------|-----------------|----------------------|-------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S&T Group.                                           | \$ 391,784.00 + HST          | YES             | YES                  | 8 weeks           | #4      |                                                                                                                                                                                                                                      |
| Shane Corbett Construction<br>(1187839 Ontario Ltd.) | Did not submit Bid.          |                 |                      |                   | -----   |                                                                                                                                                                                                                                      |
| SIS Group                                            | \$ 349,001.80 + HST          | YES             | YES                  | 8 weeks           | #1      | <u>Post-tender offer:</u> SIS Group offered that they would be willing to reduce their price by an additional \$5,600.00, in effort to help project move forward; as they found some additional labour savings that they could trim. |
| Topline Electric Ltd.                                | \$ 354,000.00 + HST          | YES             | YES                  | 14 to 16 weeks    | #2      |                                                                                                                                                                                                                                      |
| Jobst Construction Ltd.                              | \$ 386,600.00 + HST          | YES             | YES                  | 18 weeks          | #3      |                                                                                                                                                                                                                                      |

Present at Opening: Virginia McLeod, Malcolm White, and Tim Gowans - SSM City.  
Mike Steinwedel - Nor Mech Engineering Inc.  
Martin Girardi @ S&T Group; Richard Levesque @ Topline

# NOR MECH ENGINEERING INC.

## Mechanical & Electrical Consulting Engineering

1141 Old Garden River Road, Sault Ste. Marie, Ont. P6A 6J8

Phone: (705) 942-0114

Fax: (705) 942-0181

Email: normech@shaw.ca

Date: June 13, 2017

Page 1 of: 2

To: The Corp. of the City of Sault Ste. Marie.

Attn: Virginia McLeod

Project#: P1046.1

From: David Barban.

Re: STRATHCLAIR PARK - Electrical & Exterior Lighting Upgrade 2017

### **LETTER OF RECOMMENDATION:**

The following project had significant contractor interest, and at one point during the Tendering Phase, we had six General Contractors and over 12 different subcontractors bidding the project. In the end, on June 12, 2017 at 12:00:00 local time, the project ended up receiving a total of four sealed bids. The sealed bids were publically opened in the Civic Centre - Thompson Room at 3pm that same day. Please see attached Tender Results Summary Sheet.

Our office has since reviewed each of the received bids, and did not find any issues or problems with any of the bids. It is our opinion that the pricing received is fair and acceptable for the scope of work within this project. The favourable pricing is undoubtedly due to the lack lustre local economy, and as such, the local contractors/suppliers are hungry for work, and so they appear to have priced this job very aggressively and competitively.

The lowest Bid was received from Superior Industrial Services (SIS Group). Post-tender, this Contractor approached our Firm and offered to reduce their 'low bid' by an additional \$5,600.00, as they were able to review their pricing a little more closely, and found some additional 'labour savings' that they could trim off their price, in an effort to help this project move forward, without any compromise to the original design intent or quality of installation.

It is our consulting engineering firm's opinion, that the City of Sault Ste. Marie should accept the lowest price Bid from SIS Group, including their post-tender reduction offer, for the amount of:

$$\$349,001.80 - \$5,600.00 \text{ (credit)} = \underline{\underline{\$343,401.80 + \text{HST}}}$$

We look forward to hearing back from the City of SSM, on whether or not they wish to proceed. Please keep in mind that there is a long material **delivery time line** for this project, so delays on this decision should be avoided if possible.

If you have any questions or concerns, please do not hesitate to contact myself.

Regards,



David Barban, P.Eng.  
Consulting Engineer



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP – Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie (2017FIR-03-P)

---

**PURPOSE**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie. Staff is seeking Council approval of the Evaluation Committee's recommendation.

**BACKGROUND**

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 9, 2017.

**ANALYSIS**

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

Dillon Consulting Limited, Toronto, ON  
Emergency Management & Training Inc., Barrie, ON

The proposals received have been evaluated by a committee comprised of the CAO, and staff from Fire Services, Legal and Finance.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Dillon Consulting Limited of Toronto, ON.



### **FINANCIAL IMPLICATIONS**

A fee limit of \$99,900.00 plus HST has been proposed for this project. A report of the CAO concerning Fire Services Organizational Realignment Plan Update was approved at the April 10, 2017 Council Meeting allocating up to \$150,000.00 from the 2017 Fire Services Operating Budget (Gapping/Non-Labour Material Savings) for provision of this Risk Assessment. The proposed fees can be accommodated within this allocation.

### **STRATEGIC PLAN / POLICY IMPACT**

This Request for Proposal is linked to Delivery of Excellent Customer Service as listed in the Service Delivery Focus area of the Corporate Strategic Plan.

### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2017 06 26 be received and the recommendation that the proposal submitted by Dillon Consulting Limited, to provide a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie, be approved. A by-law authorizing signature of the agreement for the provision of a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie will appear on a future Council agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Corporate Services

**RE:** Splash Pad Funding

---

### PURPOSE

*This report is in response the following Council resolution 2017 05 29:*

*Moved by: Councillor S. Myers*

*Seconded by: Councillor P. Christian*

*Whereas on August 22, 2016 City Council passed a resolution brought forward on behalf of the Mayor's Committee on Canada 150 asking staff to look at various means of funding to build a Splash Pad as the City's community legacy project for Canada 150; and*

*Whereas in the staff report to Council dated March 20, 2017 it was indicated that the project cost is approximately \$575,000 and the timeline for construction of a splash pad would be dependent upon fund-raising and submitting applications to various funding opportunities; and*

*Whereas to date there is about \$60,000 committed to this project including \$25,000 of City funds previously approved and with applications underway for additional funding; however, timelines of all funding possibilities are such that it would take at least one year to align the total funding envelope and thus no longer be a Canada 150 legacy project*

*Now Therefore Be It Resolved that should Council wish to proceed with building a splash pad in 2017, staff be directed to report back within one month and identify all possible sources of City funds including Parks reserves and include identifying any City assets that could be liquidated with funds to support the splash pad project;*

*Further be it resolved that all fund-raising efforts and applications for funding continue as planned.*

## **BACKGROUND**

The 2017 Capital Budget identified \$25,000 of City funds for a feasibility study to be conducted for a splash pad. Donations of \$33,000 have also been received. The Capital Budget Forecast reflects the project for 2018 with no funding source identified.

## **ANALYSIS**

The Council resolution requests that funding be identified for the Splash Pad project outside of the Capital Budget process where all capital project requests are prioritized and potential funding identified. Currently, the project is forecasted for 2018 and thus prioritization and funding will be evaluated for that fiscal year.

The City's cash flow is constrained at this time, as reflected in a separate staff report that will be brought forward at the next scheduled Council meeting. In light of this report, staff's advice is to postpone any non-mandatory capital spending until the cash flow issue is resolved.

To address the funding sources as directed in the resolution the following information is provided:

### **Reserves:**

The Parks & Recreation Reserve does not have any uncommitted funds that are not restricted to a specific use. The 5% Subdivider Reserve Fund has an uncommitted balance of approximately \$300,000, insufficient to fund the entire project. The use of the reserve is restricted to parks and recreational items. The splash pad would qualify for use of this fund. Use of this reserve fund would prioritize the splash pad over any other potential projects for 2018 if the funds was entirely dedicated to the project.

### **City Assets:**

Very few City properties have been declared surplus. Property sale proceeds are currently directed to the Property Purchase Reserve Fund, the use of which is restricted to property purchases required by the City, unless otherwise directed by Council. Currently the Property Purchase Reserve Fund is fully committed to support the Downtown Development Initiative funding until property sales directed to the initiative have been realized. This direction was approved by Council on April 24, 2017.

No other assets of the City have been identified or directed by Council for sale.

**FINANCIAL IMPLICATIONS**

If the current project estimate of \$575,000 is maintained and no additional funding support is obtained, funding for the splash pad project will require an additional \$515,000 for the entire project. There are insufficient funding sources available.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 06 29 regarding Splash Pad funding be received as information.

Respectfully submitted,

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

Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)



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

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Rachel Tyczinski, Deputy City Clerk

**DEPARTMENT:** Corporate Services

**RE:** Walk of Fame Redesign

---

**PURPOSE**

The purpose of this report is to obtain Council approval of a redesign of the Sault Ste. Marie Walk of Fame.

**BACKGROUND**

The following motion was passed on April 10, 2017:

*Moved by: Councillor S. Myers*

*Seconded by: Councillor S. Butland*

*Whereas the Sault Ste. Marie Walk of Fame was created in 2002 by City Council; and*

*Whereas the initial Walk of Fame awards, in the form of granite maple leaves embedded in the sidewalk in the downtown area suffered damage as a result of adverse weather conditions and snow removal; and*

*Whereas the granite maple leaves were removed from the sidewalk in the vicinity of the Essar Centre in the course of Queen Street streetscaping in 2015 and have now been cut out of concrete, cleaned and buffed; and*

*Whereas the Walk of Fame award program has been on hiatus since 2015; and*

*Whereas the following issues have arisen with respect to the program:*

- 1. Criteria for the Walk of Fame award*
- 2. Manner of display of granite maple leaves*
- 3. Location of display(s) of granite maple leaves;*

*Now Therefore Be It Resolved that a Committee of Council be struck to research and make recommendations regarding Walk of Fame award criteria, display(s), and location of display(s) including budget required to effect the same; said*

*Committee to include three members of City Council with appropriate staff and a Downtown Association representative as resource to the committee; and*

*Further that Councillors S. Myers, M. Shoemaker and S. Butland be appointed to said committee.*

The Walk of Fame Redesign Committee met on April 27, 2017, May 18, 2017 and June 6, 2017.

## **ANALYSIS**

### **By-law Amendments (Criteria, Manner of Display)**

The Walk of Fame Redesign Committee is also recommending the following changes to the establishing By-law 2002-193:

#### *Establishment of Award:*

“There is hereby established an award in the form of granite maple leaves within the downtown area to be known as the “Sault Ste. Marie Walk of Fame” removing all references to a “star” from the by-law.

#### *General Provisions:*

The existing criteria for the Walk of Fame award is “for outstanding athletic, cultural, academic or humanitarian achievement or other outstanding contribution to the community to a person who:

- a) Individually or as a member of a group achieved a provincial or national or international accolades in an athletic or other competitive endeavour;
- b) Individually or as a member of a group achieved a standard of excellence in a cultural, academic or humanitarian field; or
- c) Over a period of years has made an outstanding contribution to the community;
- d) The individual has lived in the City of Sault Ste. Marie or surrounding area of Algoma for a minimum total of 12 months at any point in the individual’s lifetime.”

The criteria for the City’s Medal of Merit also includes “outstanding contribution to the community”. The Committee recommends that “other outstanding contribution to the community” be removed from Walk of Fame award criteria.

The Committee also recommends that nominations be submitted by March 31 in any year rather than April 1.

The Committee recommends that the limit of five awards in one year be reduced to a maximum of two awards in one year.

## **Redesign**

The Walk of Fame Redesign Committee is recommending placement of the cleaned and buffed maple leaves in double sided display cases in the downtown area. A mock-up of the proposed display cases is attached, as well as a sketch of proposed locations.

Each case would accommodate 12 maple leaves. Four display cases will be sufficient for existing inductees, leaving space for 8 additional maple leaves.

#### **FINANCIAL IMPLICATIONS**

On November 7, 2016 Council approved the expenditure of \$20,080 from the unforeseen account for Walk of Fame re-design. To date \$9,572 (including non-refundable HST) has been spent cleaning, buffing and replacing some of the maple leaves.

Public Works staff advise that the cost to construct four two-sided cabinets is \$14,000, leaving a shortfall of approximately \$3,500.

Staff is recommending transferring the remaining \$2,000 from the Walk of Fame operating budget and \$1,500 from the Parks and Recreation Reserve to cover the shortfall.

Annual maintenance is estimated at \$1,500.

#### **STRATEGIC PLAN / POLICY IMPACT**

Vibrant downtown areas is a strategic direction under the Quality of Life focus in the corporate Strategic Plan.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2017 06 26 regarding Walk of Fame Redesign be received and the proposed redesign be approved with an additional \$3,500 in funding (\$2,000 from 2017 Walk of Fame budget; \$1,500 from Parks and Recreation Reserve).

A by-law to amend By-law 2002-193 will appear on a subsequent Council Agenda.

Respectfully submitted,



Rachel Tyczinski  
Deputy City Clerk  
705.759.5392  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)

36"X48" Double Sided Display  
Constructed of Steel, Concrete Base  
and Lexan Protective Cover







Document Path: G:\CitySSM\_GIS\Planning\General\ToriiWalkoffFame\Woff\_Placement\_1\_April2017\_8x11\_V1.mxd



# **DOWNTOWN SAULT STE. MARIE** **Walk of Fame Unit Locations**

The Corporation of the City of Sault Ste. Marie  
 Engineering & Planning Department  
 Planning Division  
 May 15, 2017

This map is for general reference only.  
 For official mapping, see the  
 Engineering and Planning Department.  
 Orthophoto: Spring 2016 20cm

Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

0 25 50 100 Meters  
 1:6,000





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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager of Recreation and Culture

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Parks Usage Survey Options

---

**PURPOSE**

This report is in response to the following council resolution:

“Whereas the Parks Master Plan identifies completing a survey of all parks in the City of Sault Ste. Marie as an action item to be completed; and

Whereas such survey would provide Council with helpful information on the best uses for our parks, and whether changes are needed to their existing configuration, layout, purpose, or use; and

Whereas it would be beneficial to the entire Parks Master Plan to have usage statistics for the City of Sault Ste. Marie's parks prior to implementing other action items;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie request from staff a survey on the usage of all parks in the City of Sault Ste. Marie and that such information be provided in a report to Council as soon as practicable.”

This report provides options for City Council's consideration.

**BACKGROUND**

Parks staff maintain 74 park locations, including three sports complexes: Strathclair, Queen Elizabeth and Elliott Park.

Of the 74 park locations, 63 sites include playground apparatus. It is the responsibility of Parks staff to inspect and maintain playground equipment in compliance with CSA Standards.

The Parks and Recreation Master Plan identified the following tasks:

- a) Evaluate the existing inventory of parks, open spaces and recreational facilities based on a shift toward multi-use, multi-purpose experiences.
- b) Prepare a strategic plan for parks infrastructure.

### **ANALYSIS**

The Parks and Recreation Master Plan identified the need to complete an analysis of City Parks. Action items included:

- 1. Develop a comprehensive G.I.S. inventory of City parks and playground equipment with aging report.
- 2. Review community playground needs through use of demographics, neighbourhood feedback and community data and historic information to determine needed locations, playground equipment type and implementation plan.

Two options for collecting data on parks utilization are outlined for Council's consideration.

### **OPTION ONE:**

To complete a usage analysis of our parks City staff would utilize a variety of sources and studies that have been completed. The Sault Ste. Marie Innovation Centre completed a report entitled "District of Sault Ste. Marie Our Children, Their Future, 2015 Best Start Network Report Vol 3." The report contains a section "Health and Physical Environment" which examined all playgrounds (municipal, school and private) and assessed walking distances to playgrounds, playground "gaps", and also included an evaluation of equipment. Equipment was evaluated on the following factors; age appropriateness of equipment, equipment variety, equipment condition and green space and sports fields.

In addition, the "Parks Capital Asset Inventory" provides year of acquisition and current depreciated value of playground equipment. These two sources of information provide a basis for ranking the parks that are most in need of refurbishment.

Furthermore, the 2016 Census data was released in May of 2017. The demographic composition of each neighbourhood would be reviewed to help determine whether changes are needed to the parks existing configuration, layout, purpose, or use.

Data is also collected for sporting groups and leagues which provide participant registration numbers and total number of teams. This information along with bookings allows us to calculate participation numbers at our sporting fields

(please note the totals would not include parents and other spectators). Usage statistics are also tracked at outdoor pools and outdoor rinks.

This approach to completing an analysis of our parks is already anticipated to be completed as part of the action items which were identified in the Parks and Recreation Master Plan. As such, no additional staff or funding resources would be required to complete an analysis conducted in this matter.

### **OPTION TWO:**

A number of options have been investigated for collecting usage statistics at our local parks. The City currently has 74 parks which operate from dawn to dusk.

#### **Trail Counters**

Trail counters are designed to count general traffic on trails and paths. The trail counter could be used to track usage at parks that are fenced and have defined entry points. Trail counters have a range of 6 metres and can be mounted inside a lock box to help reduce vandalism. The cost to purchase the starting kit which includes 3 trail counters and lock boxes is approximately \$3500.00. Each additional counter would be \$700.00.

#### **Cameras**

Cameras with motion sensors could be installed at some parks to record movement or activity. However, each camera would only cover a section of a park and in many parks multiple cameras would need to be installed. Cameras would be installed to ensure they cannot be tampered with or removed. Furthermore, a summer student(s) would need to be assigned to watch footage to track the number of participants using the park. Cameras can be purchased for approximately \$350.00 each which track movement. However, there are a number of limitations with this method such as; amount of video the memory card can hold at any given time, battery life, vandalism, insufficient coverage and lack of appropriate locations for installation to ensure coverage. Installation would be completed by our Public Works and Engineering Department and would cost approximately \$500.00 per site.

Therefore, the total cost to survey 57 parks is:

|                         |                 |
|-------------------------|-----------------|
| Installation            | \$ 28,500       |
| Summer Student staffing | \$ 7,000        |
| <u>Equipment Costs</u>  | <u>\$ 1,750</u> |
| Total                   | \$ 37,250       |

#### **Surveyors**

Many of our parks are large open spaces that do not have defined entry points. Summer students would be required to track visitation at each park. At a minimum each park would need to be surveyed for a one week period from dusk

to dawn. Each park would be surveyed from 7:00 am to 9:00 pm each day (14 hours/day) for seven days for a total of 98 hours per park. Students would also be assigned a vehicle during this time frame.

### Park Assessment

After reviewing the list of city owned parks the parks were broken into three categories based on current use and configuration:

1. There are 14 parks that would not be included in the survey as they are sports complexes, contain unique features such as the pump track, or are premier parks such as Bellevue Park.
2. Trail counters could be used at 3 of our City parks that have defined entry points. The total cost to purchase and install the trail counters is approximately \$3500.00.
3. The remaining 57 parks would have a summer student staff member assigned to track usage. The staffing cost to survey each park for a one week period is \$2890.00. In addition the cost associated with a vehicle is \$1181.88 for the same period. Currently, the City vehicle fleet would not be able to accommodate the project. Alternately, mileage could be charged, however, students would be required to have access to a vehicle.

Therefore, the total cost to survey 57 parks is:

|                               |                  |
|-------------------------------|------------------|
| Staffing 57 parks x \$2890.00 | \$164,730        |
| <u>Vehicle costs</u>          | <u>\$ 67,367</u> |
| Total                         | \$232,097        |

Furthermore, in order to survey all the parks over the course of the summer months of July and August it would require that 12.6 (FTE) students be assigned to complete this task.

A list of parks is attached which indicates the method of tracking usage statistics that could be utilized (Appendix A).

### **FINANCIAL IMPLICATIONS**

The cost to implement 'Option Two' represents a significant increase to the operational budget as a total of 12.6 FTE summer students would need to be hired to complete this task. Furthermore, the current City fleet cannot accommodate this project. The 2017 budget does not support this expenditure.

**STRATEGIC PLAN / POLICY IMPACT**

This item relates to the Parks and Recreation Master Plan

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 06 26 concerning Parks Usage Survey Options be received and that the staff recommendation to implement ‘Option One’ in order to complete an analysis of City owned parks be approved.”

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', written in a cursive style.

Virginia McLeod

Manager of Recreation and Culture

705.759.5311

[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)

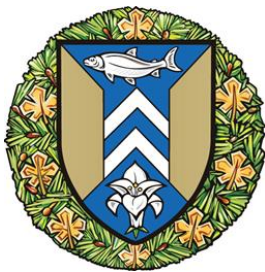
**APPENDIX A - City of Sault Ste. Marie Park Inventory**

| Park Name                 | Address                                     | Notes                                                                                                  | Methodolgy     |
|---------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------|
| Bellevue Park             | Queen Street East at Late Street            | Playground, trails, greenhouse, canteen, bandshell                                                     | No Survey      |
| Clergue /John Rowswell Pa | Bay Street at East Street                   | Green space, Outdoor Fitness Equipment                                                                 | No Survey      |
| Elliott Sports Complex    | Rossmore Road                               | Soccer fields, baseball diamonds, bocce courts                                                         | No Survey      |
| Esposito Park             | Queen Street West at Andrew Street          | Outdoor rink, Pumptrack                                                                                | No Survey      |
| Greco Pool                | Corner of Huron and Albert St. W            | Outdoor pool                                                                                           | No Survey      |
| Manzo Park                | Goetz Street and Young Street               | Playground, tennis courts, bocce courts, outdoor pool                                                  | No Survey      |
| North Street Park         | North Street at Bloor Street at York Street | Playground, tennis courts, baseball diamonds                                                           | No Survey      |
| Penhorwood Park           | Pine Street at Macdonald Avenue             | Playground, tennis courts, baseball diamond, Disc Golf Course                                          | No Survey      |
| Pointe Des Chenes         | Des Chenes Drive at Nokomis Beach Road      | Playground, Beach                                                                                      | No Survey      |
| Queen Elizabeth Park      | Elizabeth Street at McMeeken Street         | Playground, track, soccer fields, baseball diamonds, football fields, outdoor rink, Cricket, Skatepark | No Survey      |
| Roberta Bondar Park       | Foster Drive                                |                                                                                                        | No Survey      |
| Strathclair Park          | Second Line East at Black Road              | Soccer fields, baseball diamonds, dog park                                                             | No Survey      |
| Wishart Park              | Fourth Line East                            |                                                                                                        | No Survey      |
| Rosedale Park             | Chapple Street and Marwayne Avenue          | Playground, Ultimate Frisbee Fields                                                                    | No Survey      |
| Anna Marinelli Park       | Albert Street West                          | Playground                                                                                             | Staffed Survey |
| Arizona Park              | Arizona Avenue at Idaho Drive               | Playground                                                                                             | Staffed Survey |
| Bishop's Court            | Bishop's Court                              | Greenspace                                                                                             | Staffed Survey |
| Birchwood Park            | Birchwood Street                            | Playground, tennis courts                                                                              | Staffed Survey |
| Boston Park               | Boston Avenue at Creery Avenue              | Playground, tennis courts                                                                              | Staffed Survey |
| Brookfield Park           | Eden Square at North Eden                   | Playground                                                                                             | Staffed Survey |
| Bruce Street              | Bruce Street at Gladstone Avenue            | Playground                                                                                             | Staffed Survey |
| Centennial Park           | Centenial Avenue at Louise Avenue           | Playground                                                                                             | Staffed Survey |
| Clark's Court Park        | Chambers Avenue at Elaine Court             | Playground                                                                                             | Staffed Survey |
| David Kyle Park           | Douglas St. at Fourth Ave. at Fifth Ave.    | Playground                                                                                             | Staffed Survey |
| Downey Park               | 215 Hudson Street                           | Greenspace                                                                                             | Staffed Survey |
| Drake Street Park         | Gravelle Street at Welcome Avenue           | Playground                                                                                             | Staffed Survey |
| Eric Nystedt Park         | Eastwood Street at Nrthwood Street          | Playground                                                                                             | Staffed Survey |

| Park Name             | Address                                         | Notes                                 | Methodolgy     |
|-----------------------|-------------------------------------------------|---------------------------------------|----------------|
| Forest Glen Park      | Paradise Avenue and Peach Street                | Playground                            | Staffed Survey |
| Forest Heights Park   | Princess Crescent and Palace Drive              | Playground, Community Garden          | Staffed Survey |
| Glasgow Park          | Glasgow Avenue south of Wallace Terrace         | Playground                            | Staffed Survey |
| Glenwood Park         | Glenwood Avenue off Chambers Avenue             | Playground                            | Staffed Survey |
| Green Acres Park      | East Dunrobin Bay off Tallack Boulevard         | Playground                            | Staffed Survey |
| Greenfield Park       | Greenfield Drive and Beaumont Avenue            | Playground                            | Staffed Survey |
| Hamilton Park         | Hamilton Avenue and Fauquier Avenue             | Playground                            | Staffed Survey |
| Highland Park         | Blake Ave. at Champlain Ave. at Cameron         | Playground                            | Staffed Survey |
| Hillside Park         | Hillside Drive off Peoples Road                 | Playground                            | Staffed Survey |
| Indiana Park          | Illinois Ave.                                   | Greenspace                            | Staffed Survey |
| John Street Park      | John Street near Cathcart Street                | Playground                            | Staffed Survey |
| Joseph Park           | Joseph Street at Country Club Place             | Playground                            | Staffed Survey |
| Korah Park            | Korah Road at Seventh Avenue                    | Playground                            | Staffed Survey |
| LaSalle Park          | LaSalle Court and Mary Avenue                   | Playground, tennis courts, pickleball | Staffed Survey |
| Laurentian Park       | Rossmore Rd and Pond St. and Korah Rd           | Playground                            | Staffed Survey |
| Lennox Park           | Lennox Avenue off Bainbridge Street             | Playground, basketball courts         | Staffed Survey |
| Littner Park          | Eastern Avenue                                  | Playground                            | Staffed Survey |
| Macdonald Park        | End of Marconi Street                           | Playground                            | Staffed Survey |
| Manitou Park          | Manitou Drive & Amy Avenue and Greene Street    | Playground                            | Staffed Survey |
| McMeeken Park         | Goulais Avenue off Second Line West             | Tennis courts, greenspace             | Staffed Survey |
| Meadow Park           | Meadow Park Crescent at Irwin Avenue            | Playground                            | Staffed Survey |
| Mike Zuke Park        | 215 Pittsburgh Avenue at Young Street           | Playground, outdoor rink              | Staffed Survey |
| Moffley Park          | Wilson Street at Nino Drive                     | Playground                            | Staffed Survey |
| Munroe Park           | East Balfour Street north of Spadina            | Playground                            | Staffed Survey |
| Northern Heights Park | Grandhaven Crescent and Strand Avenue           | Playground                            | Staffed Survey |
| Parkland Park         | Amber Street at Parkland Crescent at Weeks      | Playground                            | Staffed Survey |
| Patrick Street Park   | Patrick Street at Bloor Street West at Carleton | Playground                            | Staffed Survey |
| Pelican Park          | Plaintree Dr.                                   | Green space                           | Staffed Survey |
| Poplar Park           | Herbert and Poplar Street                       | Greenspace                            | Staffed Survey |
| Punkari Park          | Manitou Drive across Green Street               | Playground                            | Staffed Survey |
| Retta Park            | Retta Street and Glenholme Drive                | Playground                            | Staffed Survey |
| Rosita Park           | Rosita Street at Ellis Road                     | Playground                            | Staffed Survey |
| Ruth Street Park      | Ruth Street at Ellis Road                       | Playground                            | Staffed Survey |



| Park Name             | Address                                                   | Notes                     | Methodolgy         |
|-----------------------|-----------------------------------------------------------|---------------------------|--------------------|
| Snowdon Park          | Shannon Road at Florwin Drive                             | Playground, tennis courts | Staffed Survey     |
| St. Patrick Park      | St. Patrick Street across Holden Street                   | Playground                | Staffed Survey     |
| Superior Park         | Superior Drive at Niagara Drive                           | Playground                | Staffed Survey     |
| Sussex Park           | Sussex Road east of Korah Road                            | Playground                | Staffed Survey     |
| Sutton Park           | Off Sutton Place, off Bristol Place, off Heath Rd, off Te | Playground, tennis courts | Staffed Survey     |
| Upton Park            | Upton Road at The Drive                                   | Playground                | Staffed Survey     |
| Victoria Park         | Victoria Ave. btwn Upton Rd and McGregor Ave., off E      | Playground                | Staffed Survey     |
| Westwood Park         | Newcastle Drive at Westgate Drive                         | Playground                | Staffed Survey     |
| Wilcox Park           | Wilcox Avenue Between Spruce Street and Maple Stre        | Playground, tennis courts | Staffed Survey     |
| Windsor Farms Park    | Foxborough Trail                                          | Greenspace                | Staffed Survey     |
| Winfield Park         | Winfield Drive at Arbor Drive at Alpine Street            | Playground                | Staffed Survey     |
| Sunrise Ridge Park    | Park Place Court at Lake Street                           | Playground                | Trail Counter (2)  |
| Cambrian Heights Park | Plummer Court at Lake Street                              | Playground                | Trail Counters (1) |
| James Lyons Park      | John Street at Elm Avenue                                 | Playground                | Trail Counters (2) |



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager of Recreation and Culture

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Designated Heritage Property Grant – Algonquin Hotel

---

**PURPOSE**

The purpose of this report is to seek Council's approval of a grant of \$3,000 toward the cost of work to be completed on the Algonquin Hotel which is a designated heritage property.

**BACKGROUND**

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) in May of 2017 from Martin Fiser owner of the Algonquin Hotel located at 864 Queen St. East to assist with the removal and replacement of bricks.

The Algonquin Hotel is a heritage building designated under Part IV of the Ontario Heritage Act in 1983.

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing

integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of \$3,000 for a single applicant however exceptions have been made.

### **ANALYSIS**

Built in 1888 by William H. Plummer, the Algonquin Hotel is of architectural significance and its history is interwoven with the development of the City of Sault Ste. Marie. The hotel stands as a monument to the robustness of Victorian architecture in the use of brick masonry and contains a prominent painted metal cornice to the west and south elevations. The Algonquin is the sole surviving member of the large city hotels constructed close to the turn of the century to cater to a young, rapidly expanding industrial centre.

At their meeting on June 7, 2017 the S.S.M.M.H.C. reviewed the application from Martin Fiser the owner of the Algonquin Hotel. The brickwork is in need of repair which requires the damaged bricks to be removed and replaced. The estimated cost of the project is \$7533.00.

The following resolution was passed at the June 7, 2017 meeting of the S.S.M.M.H.C:

Moved by: C. Tossell

Seconded by: H. Robbins

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant of \$3,000 to Martin Fiser owner of the Algonquin Hotel located at 864 Queen St. East. for the replacement of bricks as presented in her application dated May 3, 2017; and further that final payment be based upon the submission of paid contractor’s invoices and upon final approval of the work by the SSMMHC; and further that the funds come from the Designated Heritage Grant account and further that a report be sent to City Council for their approval.”

**CARRIED**

### **FINANCIAL IMPLICATIONS**

The 2017 budget for designated heritage property grants is \$12,000. Currently, there is \$9,000 remaining that has not been committed.

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 06 26 concerning a designated heritage property grant received from Martin Fiser owner of the Algonquin Hotel located at 864 Queen St. East and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant of \$3,000 be provided toward the removal and replacement of bricks and further that payment be rendered upon submission of the paid contractor’s invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee and further that the funds come from the Designated Heritage Property Grant budget, be approved.”

Respectfully submitted,

A handwritten signature in black ink, appearing to read "V McLeod". The signature is fluid and cursive, with the first name "V" being a large, stylized letter.

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



## Sault Ste. Marie Municipal Heritage Committee

### APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

|                                                            |                                                 |
|------------------------------------------------------------|-------------------------------------------------|
| 1. Applicant Name<br><u>Algonquin Hotel / Martin Fiser</u> | Telephone (include area code)<br><u>1584866</u> |
| Address<br><u>864 Queen St East</u>                        | Postal Code<br><u>P6A 2B4</u>                   |

2. Property for which application is being made.

Algonquin Hotel

3. Have you previously received a Designated Property Grant for this property?

☒ Yes

☐ No

(If "Yes, give date and amount)

| Date             | Amount      |
|------------------|-------------|
| <u>JAN 10/13</u> | <u>3000</u> |

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description

Cost

|                                            |                |
|--------------------------------------------|----------------|
| <u>Removal &amp; replacement of bricks</u> | <u>2400</u>    |
| <u>Rental of lift &amp; tools</u>          | <u>3048.62</u> |
| <u>Materials and permits</u>               | <u>2825</u>    |

5. List all sources and amounts of funding requested for project

| Heritage Grant Amount             | Amount           |
|-----------------------------------|------------------|
|                                   | <u>\$3000</u>    |
| Other Level of Government Funding | \$ <u>      </u> |
| Private Funds                     | \$ <u>3400</u>   |

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant MARTIN FISER

Date MAY - 3 - 2017

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



www.timbr.com info@lyonsltd.ca

### Invoice Address

Algonquin Hotel  
864 Queen St, East  
Sault Ste. Marie, ON, P6A 2B4  
(705) 253-2311

## Delivery Confirmation

\* Cash \*

### Delivery Address

864 Queen St, East  
Sault Ste. Marie, ON, P6A 2B4  
(705) 253-2311

### LYONS TIMBER MART

500 Wellington St. W  
Sault Ste. Marie, Ontario P6C 3T8  
705-759-1556

Order No  
Order Date

**5019930**  
03/29/2017

Customer

112906

Your Ref

On 03/30/2017

Delivery

Taken By

miken

Sales Rep

Open

HST #

R103427217



## Original Document

Page 1 of 1

| Special Instructions                                                                                                                                                |              |                                     | Notes    |       |     |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------|----------|-------|-----|--------|
| Line                                                                                                                                                                | Product Code | Description                         | Quantity | Price | Per | Total  |
| 1                                                                                                                                                                   | 38100120     | Clay Brick Ontario Riverdale Smooth | 292 ea   | 1.49  | ea  | 435.08 |
| 2                                                                                                                                                                   | 38200048     | Betomix Plus Type "N" Grey 30Kg     | 8 ea     | 7.89  | ea  | 63.92  |
| 3                                                                                                                                                                   | 9514102      | Delivery - Basic Charge             | 1 ea     | 75.00 | ea  | 75.00  |
| $92 \times 1.49 = 137.08$ $8 \times 7.89 = 63.12$ $1 \times 75.00 = 75.00$ $137.08 + 63.12 + 75.00 = 275.20$ $275.20 \times 13\% = 35.78$ $275.20 - 35.78 = 239.42$ |              |                                     |          |       |     |        |
| You saved \$87.60 today.                                                                                                                                            |              |                                     |          |       |     |        |

Visit our web site:

www.facebook.com/SSMLyons

or www.timbr.com

|              |        |
|--------------|--------|
| Total Amount | 574.00 |
| Sales Tax    | 74.62  |
| Order Total  | 648.62 |

05/29/2017 MON 13:26 FAX 705 942 2217 Service Rental

001/003

**SERVICE  
RENTALS AND SALES****SERVICE RENTALS & SALES LTD.**9 SACKVILLE RD.  
SAULT STE. MARIE, ON P6B 4T3  
PHONE: 705-949-6650**RENTAL QUOTATION****BILL TO:**ALGONQUIN HOTEL  
QUEEN ST EAST  
SSM ON**SHIP TO:**ALGONQUIN HOTEL  
QUEEN ST EAST  
SSM ONQUOTE #1 596  
DATE PRINTED: 05/29/2017 13:03  
REF:  
ID:  
DIVISION: SERVICE RENTALS & SALES  
SALESMAN: JCCUSTOMER: 4427  
TEL: 705-253-2311  
SITE:  
TERMS: ON RECEIPT  
PAGE: 1

DELIVERY AND PICKUP

GST #: HST/825178957RT0001

| PRODUCT  | DESCRIPTION                      | QTY    | UNIT PRICE | TOTAL PRICE | DATE / TIME              | AMOUNT   |
|----------|----------------------------------|--------|------------|-------------|--------------------------|----------|
| 1555-002 | 66FT STRAIGHT DIE OSC 4WD<br>JLG | 225.00 | 900.00     | 2,700.00    | MON MAY 29/17 08:00:00   | 1 900.00 |
|          | 300079698                        |        |            |             | DUE: MON JUN 05/17 08:00 |          |

↑  
REG PRICE  
1400/WEEK

|              |        |               |        |
|--------------|--------|---------------|--------|
| TOT DISC:    | 0.00   | TOT SALES:    | 0.00   |
| TOT RENTALS: | 900.00 | TOT SERVICES: | 300.00 |

|                |             |
|----------------|-------------|
| HEAVY DELIVERY | 180.00      |
| HEAVY PICK UP  | 180.00      |
| SUBTOTAL:      | 1,200.00    |
| HST            | 156.00      |
| TOTAL:         | \$ 1,356.00 |

X2

2712

## GREG BOYER RESTORATIONS

May 29th, 2017

Re: Algonquin Hotel  
864 Queen St. E.  
Sault Ste. Marie, ON

### Repair Work Estimate only for back wall in the north side .

Repair damaged bricks on the upper North East and upper North West corners of the building.

The work will consist of removal of damaged bricks, area preparation and replacement with new clay bricks (same as bricks used for East addition repair. Will use Betomix Plus Type "N" grey mortar. The cost of labour and material for this restoration work will be approximately \$3048.62

Lift rental will cost approximately \$2712.00 (2 week rental if necessary)  
T-50 Drill and chisel rental \$640 (2 week rental if necessary)  
Permit cost \$113.00

Total Cost of repair work will be approximately \$6513.62





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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Young Street and Main Pump Station Engineering Services

---

**PURPOSE**

The purpose of the report is to request Council approval for a scope change and revised fee related to the agreement with AECOM Engineering for the Young Street and Main pump stations.

**BACKGROUND**

On November 21, 2016 Council authorized an agreement with AECOM Engineering for design and contract administration services for electrical modifications to the Young Street and Main pump stations. On January 9, 2017 Contract 2016-13E was awarded to S&T Electrical Contractors Limited. The work involves electrical modifications to the back-up power system.

**ANALYSIS**

During the course of the project additional proposed works and engineering has been identified for consideration. PUC operations staff has recommended installing equipment and a related high level float in the wet well to activate pumping and trigger the automatic transfer switch cell dialer alarm system without the need for the programmable logic controller to be functioning. Due the current work that AECOM is undertaking at both of the pump stations, it is recommended that the existing scope be amended to include the proposed modifications. Once the construction costs are determined for the equipment and related works, an additional request to Council will be brought forward.

It has also been recognized that additional review time and oversight of the contractor has been required. As such, engineering fees to ensure appropriate oversight through the remainder of the contract have been included for consideration. Due to the critical nature of the Young Street and Main pump stations, the proposed work is recommended.

### **FINANCIAL IMPLICATIONS**

The engineering fee associated with the above noted design and administration is \$26,800, for a total revised fee of \$70,120 excluding HST. The City's cost including the previously approved engineering and construction costs is approximately \$294,000, including the City's portion of HST. The project is within the \$350,000 approved budget for this project, with funding from the sanitary sewer revenue.

### **STRATEGIC PLAN / POLICY IMPACT**

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

### **RECOMMENDATION**

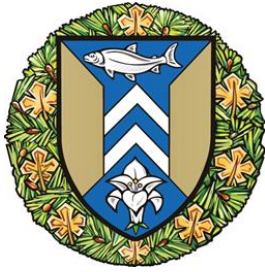
It is therefore recommended that Council take the following action:

The relevant By-law 2017-137 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Catherine Taddo, P. Eng.  
Land Development and Environmental Engineer  
705.759.5380  
[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Carl Rumiel, Design and Construction Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Contract 2017-6E - 711-719 Bay Street Seawall Replacement

---

**PURPOSE**

The purpose of this report is to obtain approval to award Contract 2017-6E. The project includes the removal of an existing seawall and replacement with a sloped rock revetment.

**BACKGROUND**

The City-owned timber crib/sheet pile seawall at 711-719 Bay Street has deteriorated. Sinkholes behind the seawall have become commonplace. The preferred design includes the removal of the existing seawall and the construction of a sloped rock shoreline revetment to replace it. This project is included in the 2017 construction program.

Tenders received for Contract 2017-6E were opened at a public meeting Wednesday, June 14, 2017 in the Thompson Room of the Civic Centre. Present at the opening was City Clerk Malcolm White as well as City staff and contractor representatives.

**ANALYSIS**

Only one (1) tender was received which was found to be complete and is summarized on the attached tender report. The low tender of \$814,843.03 (excluding HST) was received from Avery Construction Limited. This is above the pre-tender estimate of \$681,059.

**FINANCIAL IMPLICATIONS**

When non-recoverable HST and allowances for engineering are added, the City's cost to complete this project is projected to be \$871,944. This is above the allocation in the 2017 capital budget of \$780,300. The Finance Department has confirmed that the overage can be accommodated within the 2017 Capital Road Construction Budget.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2017 06 26 concerning the 711-719 Bay Street seawall replacement, be received and the recommendation that Contract 2017-6E be awarded to Avery Construction Ltd., be approved.

By-law 2017-136 authorizing execution of Contract 2017-6E appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Carl Rumiel', with a stylized flourish at the end.

Carl Rumiel, P. Eng.  
Design & Construction Engineer  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)

Attach.



June 15, 2017

Mr. Carl Rumiell, P.Eng.  
Design & Construction Engineer  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Rumiell:

We are pleased to provide our Tender Evaluation Report for the Tenders received for the Seawall Replacement – 711-719 Bay Street Project in the City of Sault Ste. Marie, Ontario.

## PROJECT DESCRIPTION

The project consists of removal of an existing seawall and replacement with a sloped revetment. The existing seawall is composed of steel sheet pile, timber cribs supporting a concrete cap, and return walls. Once environmental protection measures have been installed (silt curtains and sorb booms), both sheet pile and cribbing will be removed under this project by excavation. The wall will be replaced with a sloped revetment of Rip-Rap, underlain by geotextile placed on undisturbed native material. The revetment will be installed at a slope of approximately 2H:1V and extend until it meets the existing grade. Restoration will include the supply of topsoil and sod where disturbed and correction of the privately owned irrigation systems.

## TENDERING OF THE WORKS

The Call for Tenders was advertised in the City Information Column of the Sault Daily Star on June 3, 2017. Copies of the Contract Documents were also made available for review at the Sault Ste. Marie Construction Association and the WSP office.

No Addendum was issued to the Contract.

Tenders closed at the Civic Centre on June 14, 2017 at 3:00 p.m. and were opened publicly in the Thompson Room by Representatives of the City and WSP Canada Inc. at approximately 3:15 p.m. on the same day.

## TENDER PRICES

One (1) tender was received for the works. The Tender Price, at the tender opening, was as follows:

| CONTRACTOR              | TOTAL TENDER PRICE<br>(EXCLUDING HST) |
|-------------------------|---------------------------------------|
| Avery Construction Ltd. | \$ 814,843.03                         |

185 East Street  
Sault Ste. Marie, ON, Canada P6A 3C8

Tel.: +1 705 942-2070

Tel.: +1 705 942-3532  
wsp.com



The Tender was submitted with the appropriate certified cheque or bid deposit in the amount of \$50,000, an Agreement to Bond in the amount of 50% of the Total Tender Price for Labour and Materials, and 100% of the Total Tender Price for Performance as well as other required documentation.

The tenders were checked for arithmetic accuracy and found to be correct.

## WSP'S EXPERIENCE WITH THE LOW BIDDER

WSP is familiar with Avery Construction Ltd., and we have worked on several Municipal Projects with them. It is our opinion that they are qualified and have the ability to successfully complete the assignment.

## TENDER VALIDITY

The Contract Documents stipulated that Tenders shall be irrevocable for 60 days following the Tender Submission Deadline from, June 14th, 2017 until August 13th, 2017.

## APPROVALS

The City has received approvals from the Sault Ste. Marie Conservation Authority (SSMRCA) for the project.

## AWARD

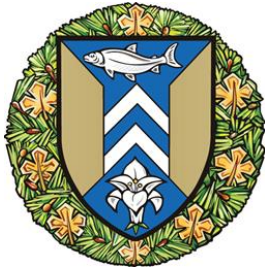
Based on the information submitted with the Tender, the Total Tender Price, as well as performance on past projects, Avery Construction Ltd. has the necessary experience to successfully complete the Seawall Replacement – 711-719 Bay Street Project. The Corporation of the City of Sault Ste. Marie should consider awarding the Seawall Replacement – 711-719 Bay Street Contract to Avery Construction Ltd. for a Total Amount of \$920,772.62 including HST.

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

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Mallette'.

Andrew Mallette, P. Eng.  
Project Engineer



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

**C O U N C I L   R E P O R T**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Daniel Perri, Municipal Services Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Reallocation of Funds – Second Line West Cross Culvert Repair

---

**PURPOSE**

The purpose of this report is to obtain Council approval to reallocate funds from miscellaneous flooding projects to repair a cross culvert on Second Line West.

**BACKGROUND**

As part of routine inspections, City staff discovered that the cross culvert located at 2060 Second Line West was failing. Road subbase material was washing into the culvert, causing a failure of the road surface. The failing road surface was repaired by City forces however, if the culvert is not repaired, continued failure of the road will occur.

**ANALYSIS**

In order to reduce construction costs, it is recommended to slip line the cross culvert with a smaller diameter pipe and then to seal the annular space between the smaller diameter pipe at the cross culvert with grout. This will eliminate the need to excavate Second Line West. A hydraulic analysis was performed on this drainage system and the smaller diameter pipe lining the cross culvert will not impede the drainage of this system.

**FINANCIAL IMPLICATIONS**

It is anticipated that this project will cost \$45,000. At the 2015 04 27 meeting, Council allotted \$450,000 from Urban Only funds for miscellaneous flooding projects throughout the City. Due to under runs on these projects, approximately \$60,000 is remaining, which has been carried forward for future flooding / storm related projects.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services Engineer dated 2017 06 26 be received and that the reallocation of funds from miscellaneous flooding projects to repair a cross culvert on Second Line West, be approved.

Respectfully submitted,



Daniel Perri, P. Eng.  
Municipal Services Engineer  
[d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)





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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Don Elliott, Director of Engineering

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Second Line and Great Northern Road – Active Transportation Study

---

**PURPOSE**

The purpose of this report is to address the following resolution from the 2017 05 29 meeting of Council:

Resolved that staff examine funding options to update the Cycling Master Plan with a specific view to improving active transportation in the area of Second Line from Great Northern Road to Old Garden River Road, and on Great Northern Road from Second Line to Terrance Avenue.

**BACKGROUND**

This resolution was in response to a citizens' petition about the need to enhance active transportation facilities in this area.

**ANALYSIS**

Engineering and Planning Division staffs have discussed this resolution. Staff feels that it is not necessary to revisit the Cycling Master Plan at this time. There is, however, a study currently underway to address vehicular traffic flow in this exact area. There is an opportunity to simply expand the scope of that study to include active transportation within the same study limits.

The firm of CIMA was previously retained for the vehicular traffic study. That firm has quoted an additional fee of \$9,700. It is recommended that the resolution be addressed by increasing the engineering fee limit for this assignment and expanding the scope to include recommendations on active transportation.

**FINANCIAL IMPLICATIONS**

At the 2017 02 06 meeting, Council approved transferring \$30,000 from the Engineering Equipment Reserve, previously committed but unused for an Official Plan Study in the 2015 budget, to complete the traffic study. The current engineering fee limit for the study is \$29,990. It is recommended that the fee

limit be increased to \$39,690 with the additional funding requirement coming from the Engineering Equipment Reserve.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

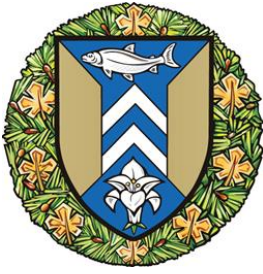
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 06 26 concerning the active transportation study in the area of Great Northern Road and Second Line be received and the recommendation that the engineering fee limit in the CIMA traffic study be increased to \$39,690 with the additional \$9,700 from the Engineering Equipment Reserve, be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Don Elliott', is positioned above the printed name and title.

Don Elliott, P. Eng.  
Director of Engineering  
705.759.5329  
[d.elliott@cityssm.on.ca](mailto:d.elliott@cityssm.on.ca)



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Madison Zuppa, Environmental Initiatives Coordinator  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Interior LED Lighting Upgrades for City Facilities

---

**PURPOSE**

The purpose of this report is to respond to the Council resolution dated 2016 09 26, as moved by Councillor R. Romano and seconded by Councillor R. Niro:

Whereas this Council has committed to a city-wide LED streetlight conversion given the cost of efficiencies of said conversion; and

Whereas there is presently no such direction to have a conversion to LED of all interior/exterior lighting within all city-owned properties; and

Whereas such conversion to LED lighting would provide additional efficiencies and cost savings to the Corporation;

Now Therefore Be It Resolved that staff be directed to report to Council as to the cost benefits of said conversion and outline financing options available that will deliver the greatest return on investment.

**BACKGROUND**

Since 2009, the City's Environmental Initiatives (Green) Committee has focused much of its resources on lighting upgrades to municipal facilities. The majority of facilities have been retrofitted to include the installation of T8 florescent lamps, electronic ballasts, and occupancy sensors where applicable, and proper disposal of all materials.

The funding for these projects has come from a blend of Environmental Initiatives Operating Budget and Reserve, departmental budgets, and external funding sources (i.e. saveONenergy). In the past 8 years, the City has expended approximately \$350,000 on non-LED lighting upgrades and received back nearly 30% of eligible project costs from external sources. More recently, the City has taken the initiative to replace exterior lighting, including wall packs and parking lot fixtures, with LED technology and the interior lighting at Roberta Bondar Marina & Park and Bellevue Marina.

## **ANALYSIS**

The cost of LED lighting has dropped over the past few years and can typically replace existing florescent lamps without modifying the ballasts. The cost of materials for an LED T8 lamp can range from \$9-15 with possible incentives from \$5-7 depending on the lumen output of the replacement lamp. Project costs will vary depending on the scope of work, price of labour and available incentives. LED replacement lamps are more efficient and have a longer lifespan than fluorescent lamps. For example, an LED T8 15 watt lamp is rated at 50,000 hours compared to a fluorescent T8 32 watt lamp rated at 20,000 hours.

An investigation of the existing lighting in all municipal facilities and possible lighting solutions is needed to determine the best value for the City. A lighting inventory could provide staff with lighting counts, replacement options, possible energy savings, funding sources, and simple payback, among other details.

## **FINANCIAL IMPLICATIONS**

It is anticipated that the proposed lighting inventory would be completed by a consultant in 2018 and funded through the Environmental Initiatives Operating Budget.

## **STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the maintaining existing infrastructure focus area of the Corporate Strategic Plan.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Environmental Initiatives Coordinator dated 2017 06 26 concerning Interior LED Lighting Upgrades for City Facilities be received as information.

Respectfully submitted,



Madison Zuppa  
Environmental Initiatives Coordinator  
705.541.7175  
[m.zuppa@cityssm.on.ca](mailto:m.zuppa@cityssm.on.ca)



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Nuala Kenny, City Solicitor

**DEPARTMENT:** Legal Department

**RE:** Surplus Property – 205 Greenfield Drive

---

**PURPOSE**

The purpose of this report is to recommend to Council that the property described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE, being civic 205 Greenfield Drive be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

**ATTACHMENT**

Attached as Schedule "A" is a drawing of the property, with civic 205 Greenfield Drive shown as "Subject Property".

**BACKGROUND**

The Legal Department was contacted by Ontario Aboriginal Housing Support Services Corporation (OAHS) with a request to ascertain if the City's property at 205 Greenfield Drive could be declared surplus. The request was circulated to various City Departments for comments.

The Public Works and Transportation Department supports the subject property being declared surplus and indicated that it should also be noted that there is a portion of the City right of way that is between 205 and 203 Greenfield Drive that should be addressed at this time (i.e. sold to either 203 or 205 Greenfield Drive or split) so there are no City responsibilities between the two properties. Public Works also stated that the Department should have a turnaround easement/agreement over a portion of the property until the east end of Greenfield Drive is no longer a dead-end.

The Planning Department stated that it appears that a portion of this property is being used by Public Works as a snow plow turnaround. Planning wanted to note that the City property at 205 Greenfield Drive should be merged with the larger parcel owned by Ontario Aboriginal Housing Corporation to prevent any

opportunity of the two parcels being sold separately in the future. The City also owns a 15 foot wide parcel immediately west of 205 Greenfield Drive. It is likely that this property was intended as a future walkway but given the anticipated development pattern Planning sees no reason to retain this. Perhaps this smaller piece could be divided between OAHC and the owner of 203 Greenfield Drive.

The Building Department has no objections to declaring the property surplus and being made available for sale.

The Engineering Department comments indicate that the purchaser must continue to maintain any drainage works on this property in order to prevent adjacent properties from being adversely impacted. This property is not serviced with storm and sanitary laterals. Any servicing of this property will be at the purchaser's expense.

The Sault Ste. Marie Region Conservation Authority advised that this property is not located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

#### **ANALYSIS**

Not Applicable.

#### **FINANCIAL IMPLICATIONS**

There would be a tax benefit to the City.

#### **STRATEGIC PLAN / POLICY IMPACT**

It would be consistent with the City's plan to dispose of surplus property.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That City Council declare the City owned property described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land. By-law 2017-133 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny  
City Solicitor  
NK/sp

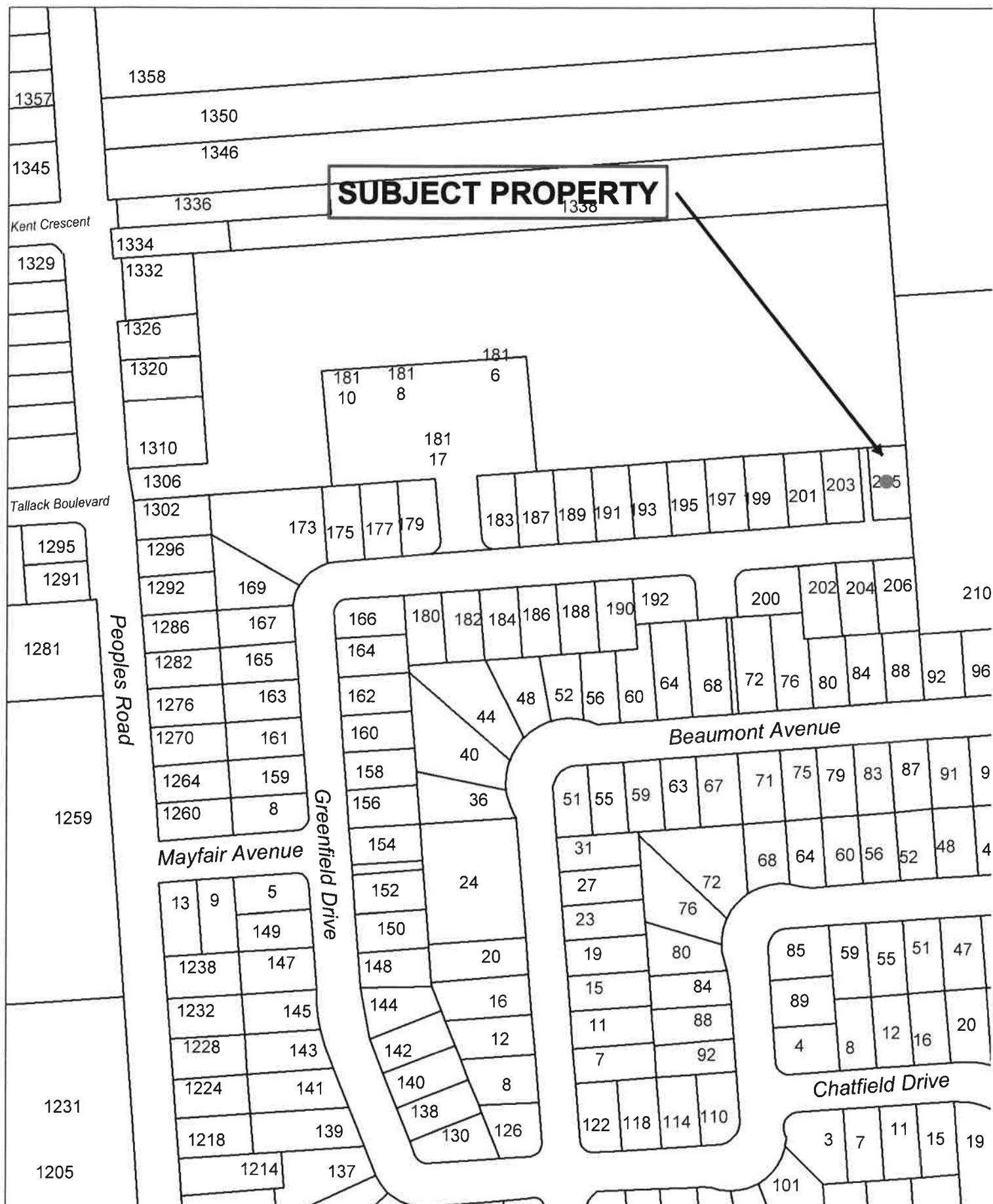
Attachment

Surplus Property – 205 Greenfield Drive

2017 06 26

Page 3.

\\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2017\Surplus Property - 205 Greenfield Drive.docx







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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Nuala Kenny, City Solicitor

**DEPARTMENT:** Legal Department

**RE:** Property Declared Surplus – 33 Wilks Street

---

**PURPOSE**

The purpose of this report is to recommend to Council that the property described as PIN 31611-0135 (LT) LT 16 PL H452 KORAH; SAULT STE. MARIE, being civic 33 Wilks Street be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

**ATTACHMENT**

Attached as Schedule "A" is a drawing of the property, with Civic 33 Wilks Street shown as "Subject Property".

**BACKGROUND**

The Legal Department was contacted by Mr. Rob Dumanski with a request to ascertain if the City's property at 33 Wilks Street could be declared surplus. The request was circulated to various City departments for comments.

The Planning Department has no objection to the sale of the Subject Property.

The Engineering Department has no objection to the sale of the Subject Property.

The Building Department has no objection to the sale of the Subject Property. An inspection was completed on the property and noted that all properties along Wilks Street are zoned R1hp (high water table along the base of the slope). They also noted that Civic 41 is using Civic 33 as a parking lot and has a play structure fixed on the lot. No other structures.

The Public Works and Transportation Department has no objection to the sale of the Subject Property. They noted that this property seems to be utilized by the abutting resident as a yard extension at this time.

## **Property Declared Surplus – 33 Wilks Street**

2017 06 26

Page 2.

The Sault Ste. Marie Region Conservation Authority advised that the Subject Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Inference with Wetlands and Alterations to Shoreline and Watercourses. The regulated area is in regards to the slope at the rear of the Subject Property.

Any development on the Subject Property will require a site plan review by SSMRCA and may require a permit from the Conservation Authority's office.

### **ANALYSIS**

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

### **FINANCIAL IMPLICATIONS**

There would be a tax benefit to the City.

### **STRATEGIC PLAN / POLICY IMPACT**

It would be consistent with the City's plan to dispose of surplus property.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That City Council declare the City owned property described as PIN 31611-0135 (LT) LT 16 PL H452 KORAH; SAULT STE. MARIE; being civic 33 Wilks Street as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land. By-law 2017-134 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny  
City Solicitor

NK/mw  
Attachment

# Schedule A

-02

80

1374

1368

1356

1348

1336

1324

1316

1308

LINE

SECOND LINE WEST

BROOS ROAD

WEST

1296 1292 1280

22 SF

23 SF

25 SF

29 SF

37 SF

41 SF

71 VL

79 VL

87 VL

89

ANDERSON

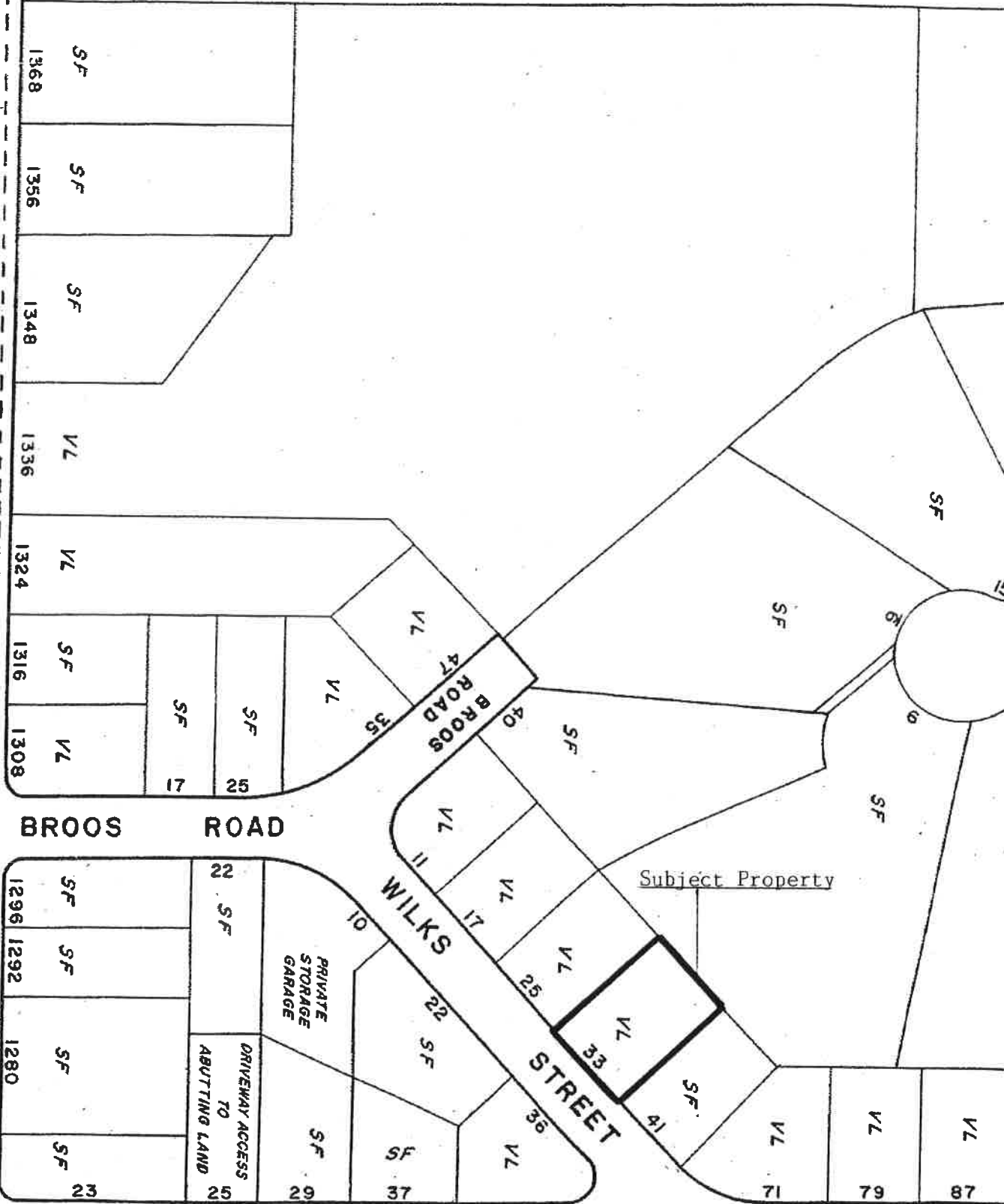
Page 87 of 309

ROAD

WILKS

STREET

Subject Property





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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

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

**DEPARTMENT:** Legal Department

**RE:** Licence to Occupy City Property Agreement for the Downtown Street Party

---

**PURPOSE**

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City, the Downtown Association ("Downtown") and five (5) licensed establishments, collectively referred to as the "Licencees", to permit the programming described below to take place on a portion of Queen Street East on July 13, 2017 for the Downtown Street Party.

**BACKGROUND**

The Licencees contacted the City Legal Department to request permission to hold a Downtown Street Party ("Event") on Queen Street East from Pim Street to Dennis Street ("City Property"). In preparation for the Event, the Downtown Association sought and received City Council's approval to close the aforementioned section of Queen Street East on July 13, 2017 from 3:00 p.m. to 12:00 a.m. on July 14, 2017. The Downtown Association also requested, and received, an exemption from the City's Noise Control By-Law for the Event.

The Event will consist of six (6) licenced Pop Up Patios, six (6) non-licensed refreshment areas, live music, sidewalk sales by various retailers, pilates/yoga demonstrations, live dance performances, kids' activities, an inflatable bounce castle, an alpaca petting area, road hockey, a Sault Ste. Marie Museum display, barbecues, and temporary seating.

The Barrel House, Reggie's, Loplops, and Northern Superior Brewing Company will be the establishments operating the six (6) licensed Pop Up Patios. The Pop Up Patios will be located in various locations along Queen Street East, each consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet.

## **Licence to Occupy City Property Agreement for the Downtown Street Party**

2017 06 26

Page 2.

The set-up for the Event will take place between the hours of 3:00 p.m. and 6:00 p.m., with the Event itself taking place between the hours of 6:00 p.m. and 11:30 p.m. on July 13, 2017. Clean up and removal of the Event from City Property will be completed by 12:00 a.m. on July 14, 2017.

### **ANALYSIS**

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the City and the Licencees. The Licence Agreement confirms that the Licencees have permission to set up and conduct the programming at their sole cost, expense and liability at the locations identified in "Schedule A" to the Licence Agreement. The Licence Agreement also confirms the Event's timeframe, including set-up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencees shall be responsible for any costs, expenses and liabilities that in any way result from the Event. Furthermore, the Licence Agreement requires the Licencees to maintain insurance in the amount of \$5,000,000, naming the City as "Additional Insured".

The Licence Agreement further confirms that the licensed establishments operating the Pop Up Patios have full responsibility to ensure that they have met the liquor licence requirements to provide and serve alcohol at the Pop Up Patios. The licensed establishments are presently awaiting AGCO's approval for same. The Licence Agreement requires the licensed establishments to provide written confirmation from AGCO that it has approved the Pop Up Patio portions of the Event.

Lastly, the Licence Agreement contains a provision that permits the City and/or Emergency Personnel to remove any portion or the entirety of the Event, including structures and Programming if, at the sole discretion of the City and/or Emergency Personnel, access to any portion of Queen Street East is required for same.

### **FINANCIAL IMPLICATIONS**

There is no significant financial impact associated with this matter.

### **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2017-135 which authorizes a Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

**Licence to Occupy City Property Agreement for the Downtown Street Party**

2017 06 26

Page 3.

Respectfully Submitted,



Melanie Borowicz-Sibenik

MBS/ac

Legal\Staff\COUNCIL REPORTS\2017\Licence of Occupation for Downtown Street Party July 13 2017.docx



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng.

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Trees on Municipal Property

---

**PURPOSE**

The purpose of this report is to respond to the Council resolution dated March 20, 2017 which read:

*"Whereas the City is a Naturally Gifted community that is known for our landscapes and beautiful surroundings; and  
Whereas many of the trees on municipally owned property have been ravaged by the emerald ash borer; and  
Whereas our stock of trees forms part of our natural beauty;  
Now Therefore Be It Resolved that staff be requested to report as to the current status of tree-planting in the City and provide recommendations regarding the development of a policy for municipal property providing that when a tree is removed from municipally owned land, two trees must be planted to replace the tree removed on municipally owned land anywhere in the City."*

**BACKGROUND**

The Public Works and Engineering Services – Forestry Division are responsible for the removal and planting of trees on public property. As is noted in the resolution, Sault Ste. Marie has been subject to emerald ash borer which has resulted in much of the species dying in the area. Sault Ste. Marie has been in a better situation than many communities as less than 10% of the City's urban canopy is comprised of ash trees in comparison to other areas where this has had a devastating effect. In 2016, approximately 321 trees have been removed – 68 in parks, with the remainder (253) in public spaces such as laneways, boulevards and other City forested areas ie. hubtrail and ravines. Of all of the removals, only 56 were ash trees – many in the downtown as well as a number in parks and along boulevard throughout the City.

Every year, the Forestry Division undertakes to plant trees. In 2016, the Forestry Division planted a total of 138 trees throughout the community (107 in parks and City properties, and 31 trees in subdivisions). Most typically, in recent years, tree planting takes place in City parks and on Queen Street. Forestry is responsible for planting trees in new subdivisions for the developer.

As can be calculated, the ratio of planting to removals is 1 to 2.33 (or 138 : 321). It should be noted that removals for the years of 2014-2016 were higher due to the emerald ash borer.

It is estimated each tree planted costs \$500. Forestry Division has a specification for a tree that is most viable in this area and climate. The annual budget for planting is \$46,000. It should be noted that the respective developer pays for the planting of the subdivision trees.

### **ANALYSIS**

In order to achieve the planting to removals ratio that is within the resolution (2:1) with the current specification for City trees, a budget of \$321,000 would be necessary.

If additional budget is not provided, in order to meet the desired target, the majority of trees to be planted would have to be far less than the 2" diameter that is currently specified. Planting much smaller trees has not historically been successful as the survival rate in parks and City property is low.

It should also be noted, that the Forestry Division is comprised of 4 staff members with 1 Supervisor. This additional workload, compounded with the additional removals experienced in recent years – would be difficult to manage with the existing staff level. The cost estimated above does not include any additional staff or equipment.

Based on the above assessment, the Forestry Division recommends that the focus of the target be the 1:1 replacement of City park trees only. This would be an estimated 70 trees at an approximate annual cost of \$ 35,000 which can be achieved within the existing operating budget.

If the ratio of 2:1 is to be obtained pertaining to park trees only (68 trees removed in 2016 x 2 x \$500/tree) an additional \$22,000 is required for the planting budget.

As can be noted in the 2016 planting numbers the Forestry Division does its best to fully utilize the existing planting budget, along with the additional subdivision trees and works hard to maintain the urban canopy.

### **FINANCIAL IMPLICATIONS**

Given the City's financial situation, it is not recommended that additional funds be sought to achieve the desired ratio at this time. Staff recommend that a healthy target is a 1:1 ratio for the replacement of park trees. It is anticipated that the 1:1



ratio for park trees would be a more realistic goal given the current workforce, equipment and budget.

#### **STRATEGIC PLAN / POLICY IMPACT**

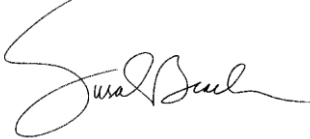
Tree planting is an operational responsibility which involves Asset Management and the Quality of Life of the community's citizens – both focus areas within the Corporate Strategic Plan.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works be received as information and furthermore that the target of 1 planting for every 1 removal of a park tree be considered by the Public Works – Forestry Division.

Respectfully submitted,

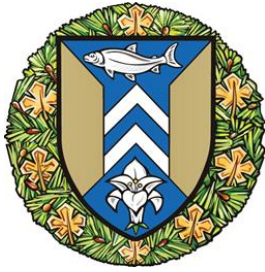
A handwritten signature in black ink, appearing to read 'Susan Hamilton Beach', written in a cursive style.

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759-5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Andy Starzomski, Manager of Traffic and Communications

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Traffic Bylaw 77-200 Maintenance - 2017

---

### PURPOSE

The purpose of this report is to seek Council approval of amendments to the Traffic By-law No. 77-200.

### BACKGROUND

The Traffic Division of Public Works and Engineering Services conducts an annual review of Traffic By-law 77-200. The following is a list of revisions for this year. These changes are due to new road construction (ie. Carmen's Way), school closures and land use changes, etc.

### ANALYSIS

#### Schedule A Section 6 - Parking Prohibited

| <b>ADD:</b>        |       |                            |                         |                                                                |
|--------------------|-------|----------------------------|-------------------------|----------------------------------------------------------------|
| Street             | Side  | From                       | To                      | Prohibited Times or Days                                       |
| Albert Street West | South | West Street                | Gore Street             | anytime                                                        |
| <b>REMOVE:</b>     |       |                            |                         |                                                                |
| Albert Street West | South | West Street                | Hudson Street           | anytime                                                        |
| Albert Street West | South | Hudson Street              | 100m east of Hudson St. | 0700 hrs. to 0900hrs.<br>1500 to 1600 hrs.<br>Monday to Friday |
| Albert Street West | South | 100m east of Hudson Street | Gore Street             | anytime                                                        |

|                    |              |                                                                                        |                                                         |                                                                                                                                                  |
|--------------------|--------------|----------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Fourth Line        | North        | In front of Christ The King School between the signs as laid out for a distance of 70m |                                                         | anytime                                                                                                                                          |
| Albert Street West | North        | Sinclair Street                                                                        | The west limit of civic no. 454 Albert St. W            | anytime                                                                                                                                          |
| Albert Street West | North        | West limit 454 Albert St. W.                                                           | 30 m east of C.P.R. tracks                              | 0800 hrs. to 1700 hrs.<br>Monday to Friday<br>September 1 <sup>st</sup> to June 30th                                                             |
| Albert Street West | North        | East limit of civic no. 578 Albert St. W.                                              | James St                                                | anytime                                                                                                                                          |
| Hudson Street      | East         | Wellington Street                                                                      | Bloor Street                                            | anytime                                                                                                                                          |
| Hudson Street      | West         | Cathcart Street                                                                        | Wellington Street                                       | anytime                                                                                                                                          |
| Huntington Park    | East         | Wellington Street E                                                                    | South limit of driveway to civic No. 12 Huntington Park | 0900 hrs. to 1000hrs.<br>1400 hrs to 1500 hrs<br>Saturdays, Sundays and holidays exempt.<br>September 1st to October 31st April 1st to June 15th |
| Nicholas Street    | East         | Trunk Road                                                                             | 76m south of Trunk Rd                                   | anytime                                                                                                                                          |
| Nicholas Street    | West         | 18m south of Trunk Rd.                                                                 | 25m south of trunk Rd                                   | anytime                                                                                                                                          |
| St. Thomas Street  | South & east | Bay Street                                                                             | Pim Street                                              | anytime                                                                                                                                          |
| Thompson Street    | East         | Albert Street                                                                          | 34m south of Albert Street                              | 0900 hrs. to 2200 hrs.<br>1400 hrs. to 1500 hrs.                                                                                                 |
| Thompson Street    | West         | Albert Street                                                                          | 34m south of Albert St.                                 | 1000 hrs. to 1100 hrs.<br>1300 hrs. to 1400 hrs.                                                                                                 |

**Schedule F Section 21 – Stop Signs & Intersections**

|                                 |                             |                    |
|---------------------------------|-----------------------------|--------------------|
| <b>REMOVE:</b>                  |                             |                    |
| <b>Intersection</b>             | <b>Direction of Traffic</b> | <b>Stop Street</b> |
| Sinclair Street & Albert Street | northerly                   | Sinclair Street    |

**FINANCIAL IMPLICATIONS**

The topic of this report results in no financial implications.

**STRATEGIC PLAN / POLICY IMPACT**

The recommendations of this request are not linked to any activity of the Corporate Strategic Plan.

**RECOMMENDATION**

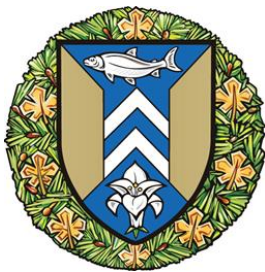
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Traffic and Communications dated 06 26 2017 be accepted and furthermore that Council direct the Legal Department to bring forward the appropriate bylaw amendments at a later date.

Respectfully submitted,



Andy Starzomski  
Manager of Traffic and  
Communications  
705.541-7000 x237  
[al.starzomski@cityssm.on.ca](mailto:al.starzomski@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng.

**DEPARTMENT:** Public Works and Engineering Services

**RE:** 2017 Concrete Curb and Sidewalk Program

---

### PURPOSE

The purpose of this report is to inform Council of the proposed 2017 curb and sidewalk program.

### BACKGROUND

Each year the program is reported to Council, for their information. This year it is proposed that the program include approximately 1145 square metres of sidewalk, 422 linear meters of curb and 9 accessibility ramps to improve curbs and sidewalks. Attached is the listing of the 2017 locations. The program represents approximately 0.07% of the curb inventory and 0.23% of the sidewalks maintained by the City. The budget for this program is \$447,484.

### ANALYSIS

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated.

### FINANCIAL IMPLICATIONS

The proposed program maximizes the assigned operational budget for curb and sidewalk program.

### STRATEGIC PLAN / POLICY IMPACT

The sidewalk and curb repair program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

### RECOMMENDATION

It is therefore recommended that Council take the following action:

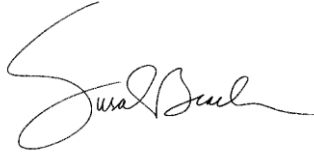
2017 Concrete Curb and Sidewalk Program

2017 06 26

Page 2.

Resolved that the report of the Director of Public Works dated 2017 06 26 concerning Public Works 2017 curb and sidewalk program be received as information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Susan Beach", with a large, stylized initial "S" and "B".

Susan Hamilton Beach

Director Public Works

705.759.5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

## 2017 Curb and Sidewalk Repair Program

| Street Name                       | Civic Number |
|-----------------------------------|--------------|
| CHAMBERS AVENUE                   | 346          |
| ROBIN STREET                      | 54           |
| ROBIN STREET                      | 52           |
| CHAMBERS AVENUE                   | 261          |
| TERRY FOX PLACE                   | 17           |
| RIVER ROAD                        | 10           |
| RIVER ROAD                        | 2            |
| WILLOWDALE STREET                 | 143          |
| CHARTWELL DRIVE                   | 155          |
| BRISTOL PLACE                     | 83           |
| GREENVIEW LANE                    | 33           |
| HEATH ROAD                        | 103          |
| HUSSEY STREET                     | 52           |
| COUNTRY CLUB PLACE                | 99           |
| COUNTRY CLUB PLACE                | 95           |
| TEXAS AVENUE                      | 114          |
| TEXAS AVENUE CUL DE SAC AT ISLAND |              |
| ILLINOIS AVENUE                   | 15           |
| ILLINOIS AVENUE                   | 23           |
| HUNTINGTON PARK                   | 48           |
| HUNTINGTON PARK                   | 52           |
| ANGELINA AVENUE                   | 44           |
| ANGELINA AVENUE                   | 48           |
| ANGELINA AVENUE                   | 28           |
| HARTEN STREET                     | 67           |
| <b>MARK STREET</b>                | 142          |
| <b>MARK STREET</b>                | 138          |
| HUGILL STREET                     | 28           |
| HUGILL STREET                     | 165          |
| HUGILL STREET 1ST SPOT            | 155          |
| HUGILL STREET 2ND SPOT            | 155          |
| STANLEY STREET                    | 139          |
| STANLEY STREET                    | 167          |
| ELIZABETH STREET                  | 283          |
| ELIZABETH STREET                  | 283          |
| DANBY ROAD                        | 36           |
| PARKER AVENUE                     | 13           |
| LAKE STREET                       | 414          |
| RIVERVIEW AVENUE                  | 63           |
| ALWORTH STREET                    | 37           |
| HAMILTON AVENUE                   | 78           |
| <b>KOPRASH COURT</b>              | <b>6</b>     |
| <b>KOPRASH COURT</b>              | <b>7</b>     |

## 2017 Curb and Sidewalk Repair Program

| Street Name             | Civic Number |
|-------------------------|--------------|
| <b>KOPRASH COURT</b>    | <b>83</b>    |
| <b>KOPRASH COURT</b>    | <b>84</b>    |
| RAVINA STREET           | 20           |
| PLEASANT DRIVE          | 155          |
| FAIRMOUNT DRIVE         | 91           |
| BURTON ROAD             | 5            |
| MCNABB STREET           | 661          |
| PARTRIDGE COURT         | 11           |
| PRINCE CHARLES CRESCENT | 88           |
| LAKE STREET             | 1072         |
| PLACID AVENUE           | 543          |
| PEACH DRIVE             | 91           |
| LAKE STREET             | 987          |
| CHAPPLE AVENUE          | 87           |
| CHAPPLE AVENUE          | 89           |
| ALBION STREET           | 20           |
| RUSH AVENUE             | 66           |
| RUSH AVENUE             | 18           |
| GREAT NORTHERN ROAD     | 82           |
| WILLOW AVENUE           | 157          |
| BRIDLEPATH COURT        | 8            |
| FOXBOROUGH TRAIL        | 5            |
| CUNNINGHAM ROAD         | 120          |
| WELDON AVENUE           | 104          |
| WELDON AVENUE           | 112          |
| BIRCH STREET            | 20           |
| TRELAWNE AVENUE         | 69           |
| MCNABB STREET           | 373          |
| <b>NORTHERN AVENUE</b>  | <b>248</b>   |
| <b>NORTHERN AVENUE</b>  | <b>248</b>   |
| MARY AVENUE             | 29           |
| MARY AVENUE             | 5            |
| MARY AVENUE             | 1            |
| WESTRIDGE STREET        | 140          |
| ESTELLE STREET          | 100          |
| HENRIETTA AVENUE        | 50           |
| WALLACE TERRACE         | 26           |
| LAURA STREET            | 111          |
| GREAT NORTHERN ROAD     | 111          |
| GREAT NORTHERN ROAD     | 85           |
| GREAT NORTHERN ROAD     | 7            |
| ELMWOOD AVENUE          | 133          |
| <b>ELMWOOD AVENUE</b>   | <b>61</b>    |

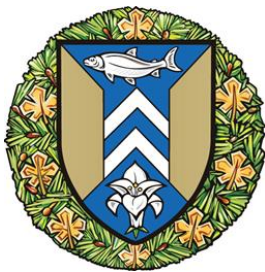


## 2017 Curb and Sidewalk Repair Program

| Street Name            | Civic Number |
|------------------------|--------------|
| ELMWOOD AVENUE         | 61           |
| GRAND BOULEVARD        | 90           |
| GRAND BOULEVARD        | 98           |
| GRAND BOULEVARD        | 116          |
| GRANDRIVER CRESCENT    | 120          |
| ORYME AVENUE           | 48           |
| GRAND BOULEVARD        | 210          |
| STRAND AVENUE          | 255          |
| BEECH STREET           | 15           |
| GRANDVIEW AVENUE       | 16           |
| GRAND BOULEVARD        | 41           |
| ST MARYS RIVER DRIVE   |              |
| WELLINGTON STREET EAST | 69           |
| FAUQUIER AVENUE        | 10           |
| ELGIN STREET           | 111          |
| JAMES STREET           | 257          |
| HURON STREET           | 355          |
| RUTH STREET            | 123          |
| DOUGLAS STREET         | 539          |
| FIFTH AVENUE           | 306          |
| DYMENT STREET          | 707          |
| LETCHER STREET         | 124          |
| BLOOR STREET WEST      | 362          |
| RUSHMERE DRIVE         | 42           |
| PRENTICE AVENUE        | 243          |
| GOULAIS AVENUE         | 556          |
| ROSSMORE ROAD          | 339          |

### Program Totals

|                                     |                    |
|-------------------------------------|--------------------|
| Sidewalk Length                     | 1145 Square Meters |
| Curb Length                         | 422 Linear Meters  |
| Accessibility Ramps in Bold/Italics | 9                  |



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng. Director, PW

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Feasibility Study – Potential Transit Operations Integration at Public Works

---

**PURPOSE**

The purpose of this report is to inform Council of the status of this study and further to advise Council that the Notice of Completion shall be posted.

**BACKGROUND**

As a result of the City's understanding that a new funding program was being launched by the Federal government in the near future (Public Transit Infrastructure Funding 'PTIF') a proposal call was issued and closed on May 20, 2016. The study was awarded to Tulloch Engineering on June 27, 2016 with the Notice of Commencement published in September 3<sup>rd</sup> and 8th, 2016.

**ANALYSIS**

The study was launched as a Class 'C' Environmental Assessment. Initially, four (4) alternatives were included in the study:

- Upgrade both facilities at their existing locations;
- Construct a standalone Transit facility at 128 Sackville Road;
- Construct a fully integrated facility for both functions at 128 Sackville Road; and
- Do nothing, if the environmental impact was determined to be too great.

The Consultant evaluated both sites, the current and future needs of both Transit and Public Works service groups and held several meetings with the project team. It was determined that a standalone facility at Sackville Road would not offer any of the sought after advantages (sharing of common functions with PW, deadhead costs would increase). This alternative was therefore eliminated. The do-nothing option was also not considered further as it was determined that the proposal at both sites did not impose a significant environmental impact.

The two remaining alternatives were:

- Stay and upgrade both facilities at their current locations; and
- Construct a fully integrated facility at 128 Sackville Road to house both transit and public works maintenance activities. Two options were considered under this alternative – 1) add a transit and administrative office addition in the northeast corner of the existing Public Works garage and 2) construct a new building along the frontage of Industrial Park Crescent.

A Class D estimate was then completed for the remaining alternatives with the results included below:

- Addition/Renovation at 111 Huron Street      \$11,968,700 + HST
- Addition/Renovation at 128 Sackville Road      \$ 3,756,800 + HST
- Fully integrated facility:
  - Option 1) Addition to existing      \$35,851,462 + HST
  - Option 2) New integrated building      \$59,338,650 + HST

Based on the presentation of these estimated costs, the project team felt that the price tag associated with the two options for an integrated facility on Sackville Road (approximately \$36M and \$60M, respectively) was not realistically capable of being funded by the City at this point in time despite a potential contribution by funders (PTIF).

The addition/renovation at each of the separate facilities is therefore the recommended option with the goal of pursuing as much funding as possible through PTIF and any other infrastructure program.

With this being the recommended option, a Class B Environmental Assessment will satisfy the MOECC's requirements. As such, the Notice of Completion, as attached for Council's information, shall be posted to complete the study.

## **FINANCIAL IMPLICATIONS**

The study has provided the City with a higher level analysis of the needs of both the existing Transit facility and the Public Works complex. Based on the Class D estimate conducted, approximately \$16M is required to address an expansion at Transit as well as the repair and maintenance needs of the Transit and Public Works complex facilities. No commitment has been made at this time to commence any of these projects, although, some key projects (ie. Transit roof) are included in the City's Asset Management Plan and shall be prioritized and assessed through that process. PTIF and any other funding options for which these projects qualify, shall be brought to Council as a funding possibility.

### **STRATEGIC PLAN / POLICY IMPACT**

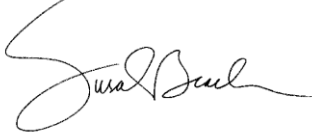
The content of this report is linked to the Corporate Strategic Plan – in the Infrastructure component as Asset Management and Maintaining Existing Infrastructure are focus areas.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report dated 2017 06 26 by the Director of Public Works shall be received as information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Susan Hamilton Beach". The signature is fluid and cursive, with the first name "Susan" being more prominent.

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Al Horsman, Chief Administrative Officer

**DEPARTMENT:** Chief Administrative Officer

**RE:** Community Adjustment Committee Final Report

---

**PURPOSE**

The purpose of this report is to provide background and recommendations for the implementation of the final report of the Community Adjustment Committee (attached).

**BACKGROUND**

In November 2015, Essar Steel Algoma was granted creditor protection under the Companies Creditors Arrangement Act (CCAA) for its \$1.2 billion debt, the latest in a series of bankruptcy proceedings over the past 40 years. This came on the heels of Tenaris Algomatubes Inc. closing its plant in October 2015 and in the course of OLG completing a modernization strategy.

On March 7, 2016 City Council approved a report from the CAO on the planned response to Essar Steel's Algoma's restructuring plans and other economic impacts. As part of this report, staff recommended that the City apply to the Community Adjustment Program administered by the Ministry of Training, Colleges and Universities, now the Ministry of Advanced Education and Skills Development (MAESD).

The City's application to MAESD was successful and on April 25, 2016, the province announced \$200,000 in funding. The City of Sault Ste. Marie committed a further \$50,000 in in-kind resources to support this initiative. The Community Adjustment Committee (CAC) was required under the MAESD program criteria to have membership from a wide variety of sectors including business, economic development organizations, education, employment service providers, health services, the municipality, social services and unions. Recruitment of members was completed in late August 2016 (see attached list). The Committee has been assisted in their work by senior resource persons from the Ministry of Advanced Education and Skills Development, Ministry of Northern Development and Mines,

Algoma Workforce Investment Corporation and the Economic Development Corporation as well as City staff.

Ms. Gayle Broad was appointed as the CAC Committee Chair and the Committee was supported by a full-time project coordinator.

## **ANALYSIS**

The purpose of the Community Adjustment Program was to develop a multifunctional plan for the broader community as a whole. The Committee was tasked to think beyond specific sector needs and address urgent issues for the entire local economy including community infrastructure, social development, labour force development, education and training development, and business retention and expansion.

To achieve this, the Committee adopted a Four Pillar framework throughout its mandate with specific recommendations for Economic Growth and Diversity, Social Equity, Cultural Vitality, and Environmental Sustainability.

As described in the attached summary report, there were eight overarching goals. Each of these goals supports all or several of the Four Pillars. In addition, there were an additional 27 recommendations specific to the individual pillars.

These recommendations were created in part by an extensive community engagement process involving numerous meetings, open houses, presentations, and responses to the FutureSSM.ca website. In all, nearly 5,000 members of the community participated in this process.

Implementation will also require extensive community participation. Many of the goals and recommendations can only be implemented if the various economic, social, educational and cultural organizations take responsibility and work together.

To achieve this, the Community Adjustment Committee is recommending four next steps.

First, City Council is being asked to endorse the plan as a key stakeholder and direct carriage of the plan on the City's behalf to Community Development and Enterprise Services.

Second, the plan will be presented to community partners to request their buy-in and endorsement.

Third, a Community Roundtable should be established by the Mayor to encourage ongoing collaboration and to coordinate actions across sectors.

Fourth, an annual report should be prepared to monitor and communicate progress on a regular basis.

All MAESD requirements have been met with some funding remaining. A key overarching goal of the Community Adjustment Committee is to “Promote Our Community”. This was heard consistently from Committee members, sub-committee participants and public feedback activities. It is also consistent with the City Council resolution approved on November 7, 2016 as part of the Mayor’s Community Development Initiative report. That resolution requested a staff report on the potential structure, activities and costs of a “Community Pride Initiative.”

With Committee endorsement and MAESD approval to use the remaining funds for this purpose, a Request for Proposals to develop a community promotion strategy for Sault Ste. Marie was issued. The successful consultant was Trajectory, a Toronto-based company which has developed place brand strategies for the National Capital Commission, Washington DC, City of Mississauga, Toronto 2015 Pan Am Games, and others.

Work is currently underway and will include extensive stakeholder interviews and a public online survey. This is a first step in a process and the purpose of this report will be to identify the key building blocks (audiences, values, assets expectations, etc.) and provide recommendations on a community promotion strategy. The results of this project will be reported to Council in the near future.

A copy of the report is attached for Council’s information and consideration when deliberating the four recommendations provided here. CAC members and senior City staff will be presenting at the June 26, 2017 meeting and will be available to answer questions.

#### **FINANCIAL IMPLICATIONS**

Many of the recommendations will require additional resources from senior levels of government, local organizations and the municipality. However additional work is required prior to undertaking specific actions. Additional municipal involvement in terms of both staff and financial resources will be determined as part of the 2018 budget approval process.

#### **STRATEGIC PLAN / POLICY IMPACT**

The goals and recommendations of the Community Adjustment Committee are consistent with the Mission, Vision, Values and all four Focus Areas of the City’s Corporate Strategic Plan.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated 2016 06 26 concerning the Final Recommendations of the Community Adjustment Committee be received as information and that City Council:

1. Endorse the plan as a key stakeholder;
2. Assign responsibility for coordinating implementation to Community Development and Enterprise Services;
3. Request a report outlining the specific steps and required resources to implement the recommendations of the Committee; and
4. Thank the Community Adjustment Committee members, Chair, Project Coordinator and all those involved for the preparation of this report.

Respectfully submitted,



Al Horsman  
Chief Administrative Officer



### **Community Adjustment Committee Members**

Aldo Greco

CAO Horsman

Christine Kucher

Mayor Provenzano

Dan Friyia

Don McConnell

Donna Hilsinger

Gayle Broad

Laurie Zeppa

Linda Ryan

Lucia Reece

Michael Burtch

Michele McCleave Kennedy

Mike Nadeau

Patti Moreau

Paul Johnson

Robert Reid

Tom Vair

### **Resource Members**

Leigh Colpitts

Jonathan Coulman

Tom Dodds

Robert Tong

# PEOPLE PLACE PROSPERITY

2017 ————— 20YRS. ————— 2037

Our collective  
future.

## A Common Cause and New Direction For **Sault Ste. Marie.**

- 05 A SMARTER APPROACH
- 07 OVERARCHING GOALS
- 11 FUTURE STATES
- 17 IT'S GO TIME



## SAULT STE. MARIE IS A GREAT COMMUNITY.

*Our location is a defining strength:*



We live at the heart of the greatest fresh water resource in the world —



Are surrounded by natural power generation —



A stone's throw to Canada's largest trading partner —



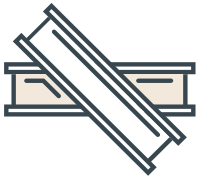
With some of the best mountain biking, skiing, hiking, sailing, camping, and cottage country in North America —

*We have what it takes to be a growing and vibrant city, but to become one we have to acknowledge some difficult realities and work together as a community in common cause and direction.*

## HERE ARE A FEW OF THOSE DIFFICULT REALITIES:

To get a complete picture of the current state of our community, visit:

[Futuressm.ca](https://futuressm.ca)



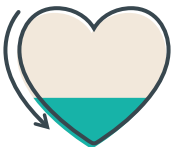
**Our economy is stagnant and is largely dependent on a single industry.**

Essar Algoma is in the midst of its third restructuring since 1992.



**The demographics of our community are working against us, out net migration continues, and the elementary, secondary and post-secondary student population is decreasing.**

We have a current median age of 45.7, compared to the provincial average of 40.4.



**The social (health, well-being, and education) metrics of our community are falling below acceptable standards.**

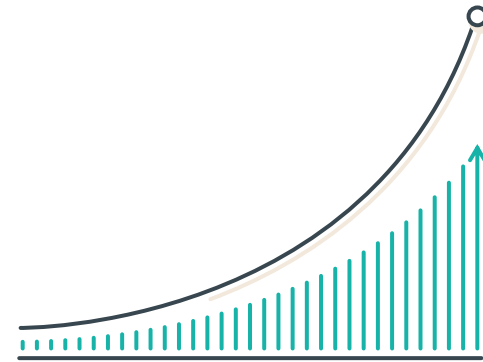
Too many of our children are going to school hungry and not enough are finishing high school.





## A COMMON CAUSE AND NEW DIRECTION

**The time to act is now** and this document is being offered as the common cause and direction. It should not be read as a final prescription but as a beginning that starts like this:



“

*We want Sault Ste. Marie to be a vibrant city with a population of 100,000 by 2037. We will invest in our People. We will celebrate our Place. We will create Prosperity.”*

**Together we will bend the curve in the “right direction,”** in a sustainable way, with respect to the size of the labour force, the number of unemployed, the GDP revenue, the health, well-being and education metrics of our residents, the creative economy, and the environment. These goals may seem too ambitious to some, but we believe that we have to aim high and that our community has the collective capacity to achieve that height.

There are a lot of good people, private entities, and agencies in our community already doing great work. There is no question that it will take time and it will take effort, but if we come together, think smart, capitalize on our strengths and talents, and stay determined, we will be successful. We will be bold. We will reach the goals that we set and build the great city that we want to become.



## HOW ARE WE GOING TO GET THERE?

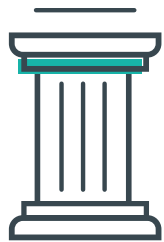
**Sault Ste. Marie has a number of strengths, including its citizens who are committed to creating a vibrant and prosperous community.**

As a result, The Community Adjustment Committee (the Committee) was created.

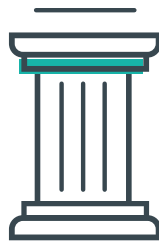
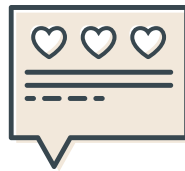


## A SMARTER APPROACH

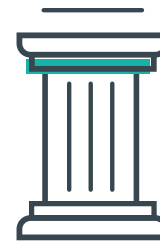
The Committee did an extensive review of best practices with respect to creating a great city and agreed to take the four pillar approach to community development, which includes proactive support for economic growth and diversity, social equity, cultural vitality, and environmental sustainability.



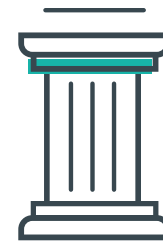
**ECONOMIC GROWTH &  
DIVERSITY**



**SOCIAL  
EQUITY**



**CULTURAL  
VITALITY**



**ENVIRONMENTAL  
SUSTAINABILITY**

*Focusing on these four pillars will build a world class community and allow us to achieve our goals.*

## GETTING ORGANIZED

To get organized, the Corporation of the City of Sault Ste. Marie (the City) has already taken steps to improve the infrastructure that will support future community development.

The organizational structure at the City has been modified and a service area named **Community Development and Enterprise Services** has been created which includes Community Development, Planning, Building Services, Recreation and Culture, and Transit Services.



Organizing to support the future of community development.

## STRATEGIC PLANNING

In 2016, the City also adopted a new strategic plan that will guide Council and Administration's activities up until 2020.

One of the strategic focus areas of the plan is on **Community Development and Partnerships**, with emphasis on creating social and economic activity, developing partnerships, and maximizing economic development and investment.



Strategically developing new social and economic activity through investment and partnerships.

## MAXIMIZING IMPACTS

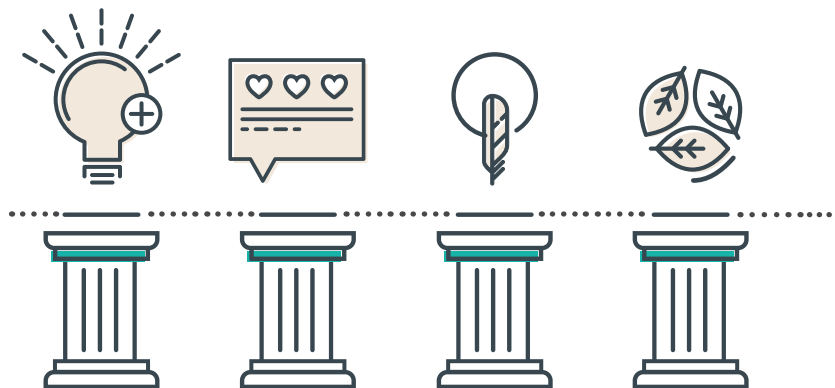
In addition, a review of economic development was requested by City Council and the City is actively engaged with the Sault Ste. Marie Economic Development Corporation and Sault Ste. Marie Innovation Centre to maximize the impact and results of our economic development efforts.



Working to maximize the impact and results of our collective efforts.

## OVERARCHING GOALS

*There were a number of priority goals that came up time and again and spanned multiple pillars.*



These are broad goals that will help support the development of all four pillars, and as such are a high priority.



1

**Promote our community**

2

**Refocus economic and community development**

3

**Build our labour force**

4

**Grow our post-secondary institutions**

5

**Invite immigration and welcome newcomers**

6

**Advance Indigenous relationships**

7

**Improve community well-being**

8

**Revitalize our downtown**



1

## Promote our community

Sault Ste. Marie possesses quality of life opportunities and affordability that is attractive for businesses and professionals. We need to develop a broad and cohesive community brand and communications strategy that celebrates our strengths, improves community spirit, and sells our community to the world at large. This strategy embraces and supports all four pillars.



What stories do we need to be letting the world know about?

2

## Refocus economic and community development

A number of opportunities exist to support the growth of a diversified economy and a vibrant community. Working with community stakeholders (private and public) to align and focus our economic development efforts can play a big part in moving the community forward. Another important tool is the City's Economic Diversification Fund (EDF). Reviewing the EDF's scope and how it is administered offers the chance to increase its impact and effectiveness. Similarly, establishing a Community Foundation would provide a way to raise funds and direct charitable donations to worthwhile and desired community projects.

How might we create new potential?

3

## Build our labour force

As part of our discussions a number of employers expressed concern about finding enough workers with skill sets they require. These current and projected needs can be met through coordinated educational programming, re-training opportunities, and programs to attract skilled workers to the community.



What would it take to re-tool our talent to meet the world's needs?

4

## Grow our post-secondary institutions

A significant strength of our community is the presence of Sault College and Algoma University, and we must work collaboratively with these institutions to support their development, growth, and expansion.



In what ways might we collaborate and co-develop as an education community?

5

## Invite immigration and welcome newcomers

To address our demographic challenges and become a more dynamic community, we must enhance our efforts in this area. We must recognize the importance of migration to our community and welcome newcomers with open arms.



How might we be the most welcoming community?

6

## Advance Indigenous relationships

Community members expressed a sincere desire to become a leader in reconciliation. We must foster positive and productive relationships with First Nations, urban Indigenous residents, and Metis communities.

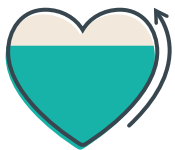


What conversations do we need to be having?

7

## Improve community well-being

A portion of our citizens face significant barriers. Collectively the City, private sector, community organizations, and other stakeholders must work to eliminate these barriers and support our citizens in realizing their full potential.



What would it take for me to help others realize their potential?

8

## Revitalize our downtown

A vibrant downtown is an important component of building a more attractive community for residents and businesses alike. We should ensure that we focus on and prioritize the ongoing community efforts to reestablish our downtown as the vibrant core of our community.



How might this turn out better than I could have imagined?

\*

## Notes

---



---



---



---



---



---



---

How can I work towards realizing these goals?

## Future States

More detailed recommendations are included in the full version and we encourage and welcome people to read the entire report.



[Futuressm.ca](https://futuressm.ca)

*In addition to these goals, there were a number of recommendations specific to each of the four pillars and they have been categorized accordingly.*

*The Committee set a future state for each of the four pillars and then developed, in consultation with community partners, recommendations that would assist in reaching the goals.*



## **Economic Growth and Diversity**



*Sault Ste. Marie will be recognized as a smart, growing, high quality-of-life community that is the home of dynamic industrial sectors, life-enhancing research and progressive post-secondary institutions. As a result, our community will attract talent and capital, and will support a strong entrepreneurial ecosystem.*

.....

### **RECOMMENDATIONS:**

#### **Grow from within**

##### **EGD-01**

Grow from within by supporting the expansion of existing companies and by enhancing the entrepreneurial ecosystem across the community. There is a significant opportunity to generate GDP and revenue by helping already established businesses and local start-ups expand to sell to markets outside of Sault Ste. Marie and the Algoma Region.

#### **Post-secondary education**

##### **EGD-02**

Support efforts of all educational institutions to establish new programs—including graduate and professional programs— and to attract students from outside the community.

##### **EGD-03**

Encourage and support collaboration of post-secondary institutions with industry to build a labour force for the future.



## Economic Growth and Diversity



EGD

### RECOMMENDATIONS:

#### Information technology

##### EGD-04

Encourage our post-secondary entities to establish programs in the emerging areas such as block chain, Artificial Intelligence, and 3D printing.

##### EGD-05

Continue efforts to develop the gaming cluster based on existing community strengths.

##### EGD-06

Develop world class Internet expertise with the best high-speed Internet connectivity in Ontario and best of breed utilization of the Internet to market and sell globally.

#### Global Tourism

##### EGD-07

Develop new place-based tourism infrastructure and products in the community and surrounding area.

##### EGD-08

Pursue new global markets to identify our community and region as a premier destination.

##### EGD-09

Support the growth of the Agawa Canyon Tour Train and Searchmont.

##### EGD-10

Pursue UNESCO heritage site designation for the St. Mary's River.

#### Research

##### EGD-11

Establish research clusters to focus on emerging areas within health care, energy, food/agriculture, and I.T.

#### Business Development

##### EGD-12

Foster a pro-business and entrepreneurial environment in municipal government that encourages growth and development.

## FUTURE STATE: 02

# Social Equity



SE

*Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life, and is able to realize their full potential.*

.....

## RECOMMENDATIONS:

### SE-01

Reduce the number of people living in poverty to below the provincial average by 2027.

### SE-02

Strengthen the relationship with Indigenous peoples and communities.

### SE-03

Increase the number of community members who feel that Sault Ste. Marie is a safe, welcoming and inclusive place that supports their wellbeing.

### SE-04

Exceed the provincial average on recognized domains of growth and development for children and youth.



*Sault Ste. Marie celebrates its history, natural and cultural heritage, and diverse identities, transforming the city into a global centre of cultural excellence through inclusive, broad-based, meaningful participation in the sector with continual renewal and growth of its creative economy.*

.....

## RECOMMENDATIONS:

### CV-01

Create a full-time City staff position to act as an advocate and catalyst for the arts and cultural sector.

### CV-02

Update the City Cultural Policy and develop a Cultural Plan.

### CV-03

Develop a sustainable funding model incorporating both public and private support to further develop cultural facilities, organizations, and events.

### CV-04

Market our city as a preferred location for film and digital media production.

### CV-05

Assist and coordinate efforts to develop and market our artists.

### CV-06

Foster a culture of creativity and excellence by celebrating arts and culture, and providing diverse opportunities for creative expression and professional development.



## **Environmental Sustainability**



ES

*Sault Ste. Marie will be recognized as a leader in Environmental Sustainability and Alternative Energy that has a superior quality-of-life based on natural environment and excellent air, soil, and water quality.*

.....

### **RECOMMENDATIONS:**

#### **ES-01**

Develop a comprehensive Community Energy Plan to discover new energy savings, technology applications, and investment opportunities.

#### **ES-02**

Investigate the expansion of the current City recycling program.

#### **ES-03**

Establish a working group with companies and groups currently engaged in alternative energy to explore both expansion and new energy technology opportunities.

#### **ES-04**

Consider expanding the Environmental Initiatives Committee's mandate to a broad-based community approach.

#### **ES-05**

Protect and encourage growth in farm-scale production and support Rural Agri-Innovation Network (RAIN) developing into a Centre of Excellence for Sustainable Northern Agriculture.

3,2,1

## It's go time.



It is clear that we need to act with urgency to undertake the significant work required to build a brighter future for Sault Ste. Marie. These goals and the related recommendations outlined in the full report are offered as a suggested approach and path forward. They will take significant time, effort, and most importantly, buy-in from stakeholders and the community at large. Great things can happen if people come together and work for a common cause for the broader community benefit.

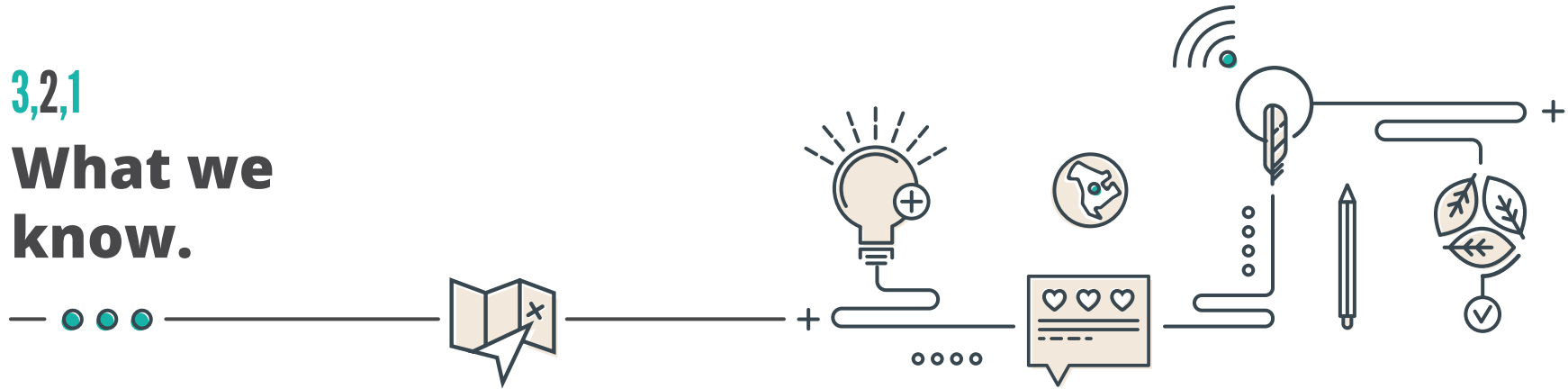
While the reality and scale of the challenges facing Sault Ste. Marie need to be acknowledged, it also has to be emphasized that it is possible for our community to have a prosperous and resilient future. The visions and goals described in this document are within reach and we should feel optimistic about attaining them.

*In that spirit, we suggest that the appropriate next steps are as follows:*



3,2,1

## What we know.



1

*We know that our community is endowed with resourceful and hard-working **people**, ones who are ready to collaborate and contribute in positive ways.*

2

*We know that we are fortunate to live in an area with a tremendous sense of **place**, a sense that is transmitted by our geography, history, and surrounding environment.*

3

*By creating alignment, coordinating actions, and making decisions in accordance with the four pillars approach, we know that Sault Ste. Marie can achieve sustainable and dependable **prosperity**.*

3,2,1

## Get Involved.



*Grab a coffee, some friends, a pack of post-its and a notebook, and see how many ways you can help to make a better future for Sault Ste. Marie (and yourself).*

---

---

---

---

---

---

---

---

---

*We look forward to hearing from **you** at [Futuressm.ca](https://futuressm.ca)*

**Futuressm.ca**

DRAFT

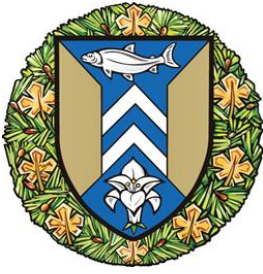
First Nations, Metis  
Communities

Community Foundation

**Community  
Development  
Roundtable**

- Mayor
- Lead from each sub-committee
- CAO
- Deputy CAO, CDES

| Health Sector                                                                                                                   | Education & Workforce                                                                                                                                                                 | Downtown Dev't                                                                                                                                                | Economic Diversity and Growth                                                                                                          |                              | Social Services (ALT)                                                                               | Arts & Culture                                                                                                  | Energy & Environment                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Study/<br>Recommend<br>Health Research<br>and Services<br>Opportunities                                                         | Study/<br>Recommend<br>Workforce<br>Development &<br>Lifelong<br>Learning                                                                                                             | Study/<br>Recommend<br>Infrastructure<br>and<br>Programming<br>Requirements                                                                                   | Study/ Recommend Priority<br>Economic Sectors and Support<br>Activities                                                                |                              | Study/ Recommend<br>Priority Social Equity<br>Infrastructure and<br>Support Activities              | Study/<br>Recommend<br>Priority Arts and<br>Culture<br>Development<br>Infrastructure and<br>Support Activities  | Study/ Recommend<br>Priority Energy Sector<br>Infrastructure and<br>Support Activities             |
| <b>Lead:</b><br><br><b>Members:</b><br><br>Community<br>representatives<br>from the health,<br>academic and<br>private sectors. | <b>Lead:</b><br><br><b>Members:</b><br><br>Community<br>representatives<br>from the<br>education<br>sector,<br>employment &<br>immigration<br>organizations<br>and private<br>sector. | <b>Lead:</b><br><br><b>Members:</b><br><br>Community<br>representatives<br>and<br>organizations<br>with a passion<br>and interest in<br>the downtown<br>area. | <b>Lead:</b><br><br><b>Members:</b> Community<br>representatives from the business<br>community, SSMECD, SSMIC<br>Chamber of Commerce. |                              | <b>Lead:</b><br><br><b>Members:</b><br><br>Algoma Leadership Table<br>includes 17+<br>organizations | <b>Lead:</b><br><br><b>Members:</b><br><br>Community<br>representatives<br>from the arts and<br>culture sector. | <b>Lead:</b><br><br><b>Members:</b><br><br>Community<br>representatives from<br>the energy sector. |
|                                                                                                                                 |                                                                                                                                                                                       |                                                                                                                                                               | <b>ICT Sector</b>                                                                                                                      | <b>Tourism</b>               |                                                                                                     |                                                                                                                 |                                                                                                    |
|                                                                                                                                 |                                                                                                                                                                                       |                                                                                                                                                               | Study/<br>Recommend                                                                                                                    | Study/<br>Recommend          |                                                                                                     |                                                                                                                 |                                                                                                    |
|                                                                                                                                 |                                                                                                                                                                                       |                                                                                                                                                               | Lead:<br>Members:<br>Existing ICT<br>Roundtable                                                                                        | Existing<br>Tourism<br>group |                                                                                                     |                                                                                                                 |                                                                                                    |



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

**COUNCIL REPORT**

June 26, 2017

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Malcolm White, Deputy CAO / City Clerk  
Corporate Services

**DEPARTMENT:** Corporate Services

**RE:** Council Vacancy – Appointment Process

---

**PURPOSE**

This report is to provide information to Council concerning the appointment process to fill the vacant position of Councillor – Ward 6.

**BACKGROUND**

At the June 12, 2017 Council meeting, the seat of former councillor Ross Romano was declared vacant and chosen to be filled by appointment. A notice was provided directing interested persons to the Clerk's Department to complete a declaration form indicating their consent to hold office and confirming their eligibility to hold office.

As of the deadline (4:30 p.m. on Tuesday, June 20, 2017), ten persons had submitted forms and supporting information to be considered by Council.

**ANALYSIS**

The list of interested persons and their supporting information is attached to this report. The process used for appointment will be the same as used in previous vacancy appointments (Ward 2 and 3 in 2002) and is essentially the same as appointing members of Council to boards and committees.

Council will first nominate one or more persons from the attached list. The nominations may be done individually; no seconder is required. If only one person is nominated, a vote approving that person is held and, if passed, they are appointed. If 2 or more persons are nominated, a vote is held (simultaneous recorded vote) and if the highest candidate receives 7 or more votes they are appointed. If not, successive votes are held with the lowest candidate dropping of the ballot until one candidate receives 7 or more votes. In the event of a tie

vote between two candidates (6-6), the names of the candidates will be placed into a hat and one name will be drawn by the City Clerk.

The successful candidate will be sworn in at the July 17, 2017 Council meeting.

**FINANCIAL IMPLICATIONS**

There are no financial implications associated with this report.

**STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated on the corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

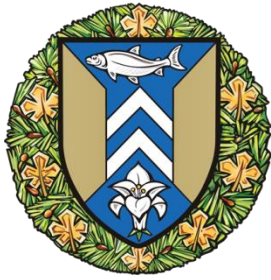
Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2017 06 26 concerning Council Vacancy – Appointment Process be received as information.

Respectfully submitted,



Malcolm White  
Deputy CAO / City Clerk  
Corporate Services  
705.759-5391  
[m.white@cityssm.on.ca](mailto:m.white@cityssm.on.ca)





**The Corporation of the City of Sault Ste. Marie**  
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

## **2017 Council Appointment – Ward 6 Councillor**

List of applicants:

Sam Cistaro

Heather Cook

LukeDufour

Osvaldo Grandinetti

Dustin Grondin

Michael Jalak

Wanda McQueen

Nancy Pinelli

Luca Robibaro

Dean Wade



### **Sam Cistaro Bio**

Married wife – Kristi and two children Sebastian (8) and Cecilia (4)

Ministry of Natural Resources and Forestry

- Enforcement Branch Communications Unit
- 2008 - current
- Shift Lead, Communications Operator
- Enforcement Leadership Committee & 125<sup>th</sup> Anniversary Committee
- Passed enhanced security check (RCMP CPIC)

Sault Ste. Marie

- Small Business Owner, Stork and Bundle and The Press Box
- Sault Ste. Marie Parks and Recreation Committee member 2014 - current
- Splash Pad Sub-Committee member
- Sports Hall of Fame Sub -Committee member 2014 - current
- Sports Hall of Fame Emcee 2017
- Sault Ste. Marie Best for Kids Committee member – 2017 - current
- Sault Ste. Marie Walk of Fame Committee member – 2014 - 2016
- High School Soccer coach, Sir James Dunn & Superior Heights - 2009 – 2013

- Heather Cook

I'm not a Lawyer, I'm just an average ordinary citizen of Sault Ste. Marie, I have been for over 22 years. I work for the School Board, I have been guiding the next generation in their academics. I have old fashion Family Values. Accountability and Responsibility are morals I find important. I'm full of energy, as anyone who knows me can tell you. I am a motivated Team player. I'm organized and efficient. I am an exceptional multitasker, creative thinker and a dedicated decisive problem solver. In the past years I have noticed the young people leaving our city for the bigger cities East and South. I'd like to be given the opportunity to assist this city, to bring in some industry to grow our population back to what it used to be, when I arrived in 1995. I believe its an opportunity for a average citizen to actually sit on council and have a say in what happens in our city. Thank You for your time.

Heather Cook

To Mayor, Council and the Residents of Ward 6

My name is Luke Dufour and I am writing today in regards to the position of Councillor for Ward 6.

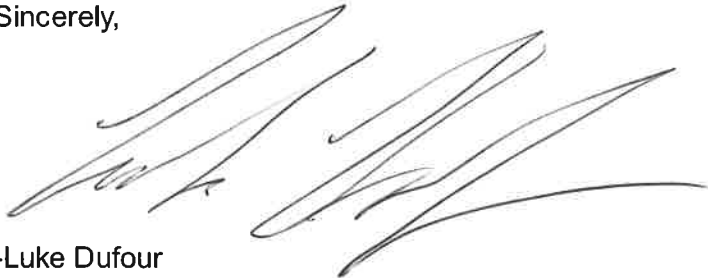
In the 2014 Municipal Election, I garnered more of the popular vote than any other runner-up candidate across all Wards at 22% (1201 votes), including Ward 6, where the runner-up had 15% (979 votes). In the 2016 Municipal By-Election, I was also the leading runner-up candidate, with approximately 5% of the vote separating myself and Councillor Hollingsworth.

The reason for my strong showings in both of these elections is the hard work and dedication that I demonstrated to the voters during both of these campaigns. I diligently knocked on doors, listened to voters and represented these issues in the public forum.

This past year Council voted to reduce its membership from 12 Councillors to 10. This will necessitate a change in electoral boundaries as well as a reduction in Wards from 6 to 5. As a result, Ward 6 will no longer exist in 18 months, and so I'm asking Council to consider candidates based on the whole of their personal qualifications and not on whether their name appeared on the final Ward 6 ballot.

Outside of my Municipal campaigns, I have continued to work in the community, volunteering on the SSM Public Library Board, St Vincent's Place and the Algoma Fall Festival Board. If appointed, I can assure you that the residents of Ward 6 will have a strong representative heading into the 2018 Municipal Election.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Luke Dufour', with a long horizontal flourish extending to the right.

-Luke Dufour

June 16, 2017

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

**Dear Mayor and Council,**

Please accept my application for the vacancy for the Ward 6 City Council seat in the City of Sault Ste. Marie.

As you are no doubt aware, I have been the Ward 6 Councillor in the past. From 2006-2010 I had the great honour of serving the people of Ward 6 alongside Frank Manzo. I ran for City Council once again in 2014 and placed third behind Joe Krmpotich and Ross Romano. For ease of reference, the vote totals were:

|                   |              |
|-------------------|--------------|
| Joe Krmpotich     | – 2085 votes |
| Ross Romano       | – 1643 votes |
| Ozzie Grandinetti | – 979        |

I was pleased to see that on June 12, 2017 City Council chose to fill the vacancy created by Ross Romano's election as the Sault Ste. Marie Member of Provincial Parliament by way of appointment rather than by-election.

As I had previously stated, I was prepared to put my name forward for a by-election, but preferred the appointment route given there is just slightly over one year left in this City Council term. I believe, as the third-place finisher in the 2014 municipal election, I am an excellent choice for the vacancy in Ward 6. My vote total in 2014, combined with the fact that I know the job and therefore won't have to 'learn the ropes', make me believe I am the best candidate for appointment by the Sault Ste. Marie City Council.

I would be honoured to continue to serve the people of Ward 6 and look forward to your support.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



**Ozzie Grandinetti**

## **NEWS RELEASE**

For Immediate Release:

### **Ozzie Grandinetti Declares Intention to Seek Ward 6 Council Seat**

(SAULT STE. MARIE, ON – June 4, 2017): Today, Ozzie Grandinetti announced his intention to seek the vacant Ward 6 Council seat at the Sault Ste. Marie City Council.

"I want to congratulate Ross Romano on his election as our City's new M.P.P. as well as Joe Krmpotich and Debbie Amaroso who ran excellent campaigns." said Grandinetti. "As the third-place finisher in the 2014 municipal election, I intend to put my name forward for an appointment to Council if they choose to appoint a new member, and I intend to run in a by-election if they choose to call a by-election" added Grandinetti.

Grandinetti stated "My personal preference is that Council proceed to an appointment as the City does not have the ability to pay for a by-election at this time." In the 2014 municipal election, Ozzie Grandinetti placed third with 979 votes, behind only Joe Krmpotich and Ross Romano.

A resident of Ward 6, Grandinetti has previously served as Ward 6 Councillor from 2006-2010. "It is important, with barely a year left in the term, that the Council appointee or victorious by-election candidate not have to learn the job. I have the experience as a Ward 6 Councillor and can get to work on Day 1 for the people of Ward 6 and Sault Ste. Marie." remarked Grandinetti.

Grandinetti is a small business owner in Sault Ste. Marie. As it was in the past, Grandinetti's focus on City Council will be on keeping taxes down, promoting development and ensuring the concerns of residents get the attention they need.

Grandinetti can be reached at 705-941-1056 or via e-mail at [ograndinetti72@gmail.com](mailto:ograndinetti72@gmail.com)

-30-

**Caption for enclosed photo:** Ozzie Grandinetti File Photo

#### **Media Contact:**

Ozzie Grandinetti  
(705) 941-1056  
[Ograndinetti72@gmail.com](mailto:Ograndinetti72@gmail.com)

Dear Sault Ste. Marie City Council and the city of Sault Ste. Marie,

My name is Dustin Grondin and I am interested in filling the Ward 6 vacancy on city council.

Some of you may know me as friend. Some of you may know me from local sports. Some of you may know me as "the Molson guy". Some of you don't know me at all. I am a 26 year old male who truly loves the city of Sault Ste. Marie and wants to reside here for the entirety of my life. I am honest (sometimes to a fault), passionate, driven, resourceful and networked within our community. All those traits are necessary to be a part of the leadership council for our city, who are making decisions that impact the city as a whole.

I am aware of the fact that citizens here are critical of the people and choices that are made in city council. I am also up to the task of being one of those people in the crosshairs.

To the people of Sault Ste. Marie: You have a right to have an opinion on what council does. I am in no way against it. I am also not here to defend it because of personal interests, but I would like you to know where I stand. Some things are a mess here in our beautiful city. Some of those messes have been a result of decisions made. Some of those messes are very far out of the control of the people down at City Hall. At the end of the day, when I look hard at what goes on, the members of council are doing their best to help our city thrive. I think that gets lost on us as people affected by government. **I have been a critic. I will continue to be critical. I also want to be a part of the solution.** Being critical is a good thing. If we cannot be critical and reflect on the past then we will continue to make the same mistakes in the future. I am an open book and you are free to ask me whatever you want. You may not always like the answer but it would be what I felt was true. Please know that if council chooses me to represent Ward 6, and the City of Sault Ste. Marie, I would work tirelessly to impact the city in a positive way.

To City Council: Thank you for the hours you put in to try and make a lovely Northern Ontario city better. I know it is often the misses that surface and all the successes (and you have had successes) get overlooked. If appointed, I will disagree with you in some cases. Agree with you in some cases. Work beside each of you to help in any way I can to create and promote positive change for our city. I am willing to make tough decisions and stand by them publicly. I truly believe with my social network as well as professional network, that I offer a connection to many within the city of Sault Ste. Marie. I don't have miracle answers to fix issues that currently exist. I don't know everything about politics or the hardships that are happening locally. What I do know is that I have the intellectual capability, the drive and resourcefulness to continue to learn and make positive contributions on council. I am aware that I am an outside-the-box candidate but I believe that could be beneficial moving forward. I hope that you will consider me for the vacant position at council and would meet with the group previous if you need any communication with me.

Lastly, regardless of the decision, I will continue to support the local community as well as council. We must be aware of what we are doing in our community. Every choice we make as a citizen will affect our city. I urge and challenge us all to support local at every opportunity. We are all in this together and its time we all act like it.

- Dustin Grondin

## Objective

To obtain a job at Molson Coors Canada.

## Experience

### Molson Coors Canada

2017- current

- Execute directives from head office
- Communicate with local business owners and managers
- Develop strategies to increase sales within the territory
- Participate in department meetings
- Comprehend legal documentation such as AGCO guidelines
- Manage multiple budgets within the territory

### Sault College: Professor

2014-2015

- Taught communications and personal and academic success strategies
- Learned various technological systems associated with the college
- Developed better interpersonal skills with students as well as colleagues
- Participated in department meetings
- Created exams and final assessment projects
- Managed personalities, learning styles and external needs of students to achieve success

### Korah Collegiate Practicum Teaching

2014

- Studied curriculum expectations
- Planned semester-long, monthly, weekly and daily lesson plans
- Implemented time management skills
- Learned how to build and maintain a student-teacher relationship
- Delivered a variety of lessons using different teaching methods and strategies
- Created formative and summative assessments

### Root River Golf Course: Pro Shop Attendant/Manager

2002-2015

- Managed customer accounts for membership, equipment, rentals etc.
- Booked tee times and oversaw scheduling
- Coordinated large golf events
- Managed inventory; both ordering and sales
- Reciprocated communication with vendors and sales representatives

### Futureshop Sales Representative

2011-2014

- Created and maintained customer relationships
- Sold product services and warranty



- Comprehended and mastered product knowledge
- Tracked personal performance numbers province wide
- Attended sales workshops through Future Shop

## Education

Korah Collegiate

2005-2009

Was accepted into the I.B program for advanced learning and completed a grade 9 year then opted into academic classes for the remaining 3 years due to a busy sports schedule. Graduated with a 78% average. Played football, hockey, basketball, badminton and soccer throughout my high school career.

Sault College

2009-2011

Graduated from the Liberal Arts program to become a teacher with a 3.8 GPA.

Lake State University

2011- 2013

Graduated with a 3.25 GPA in Teacher's Education from Lake Superior State University

Dustin Grondin  
410 Devon Rd  
Sault Ste. Marie, ON  
P6C 1Y7

Michael J. Jalak  
27 Haviland Crescent  
Sault Ste. Marie ON P6B3G5  
June 20, 2017

Ward 6 Councillor Selection Committee  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON P6A5X6

Dear Sir/Madam:

Please accept this application for the vacant Ward 6 Councillor position. I look at the opportunity with anticipation and strongly believe my motives for applying, combined with my experience, and attributes make me an ideal candidate.

I not only was born and raised in the city by immigrant parents, who came to Sault Ste. Marie to better their lives, but I lived in Ward 6 for almost ten years; I am familiar with the Ward I wish to represent. My largest motive has to do with the role city council has played in my life. My mother was a strong believer in the power of voting; she would write letters to the editor, as well as to the Councillors who represented her ward. She would always read me the timely replies by her respectful councillor and she felt her voice mattered – I am grateful for the time taken by Mr. Fata to communicate with her over the years. Although my mother has passed on, my heart goes out to all the residents who are our elders; they made the city what it is – they deserve respect and for their community to value them. I look forward to continuing to offer that care and being their voice.

On the other end of the spectrum, I am a voice for the youth. I have been a teacher for the last 19 years. My teaching career started in Attawapiskat, Ontario. For the last 17 years I have taught here in Sault Ste. Marie in various high schools with the *Algoma District School Board*. My current position with the *School College Connection Program* has allowed me to experience the college atmosphere – I am so proud of *Sault College* and the many learning opportunities it provides not only our residents, but those moving to Sault Ste. Marie to study. My teaching experiences have allowed me to understand the needs of our young people; my perspective can help provide a meaningful voice for our youth.

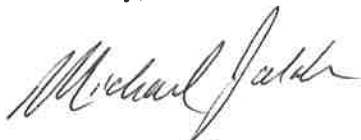
June 20, 2017

Page 2

To date, my life experiences have humbled me. Being a father of three teens, and simply living life, has taught me many lessons. Overall I have learned to be thankful for all we have as Canadians; we are a very fortunate bunch. My parents arrived on the shores of Canada to have a better life. Canada offered that to them, but they worked very hard to have that life, and they did so with great appreciation. I am very lucky to have learned from them – the biggest take away is that of embracing everyone's differences. I am a person who is steadfastly accepting and who believes in celebrating differences and embracing change. I believe that the most important aspect of communicating is actually listening. I am a team-player, and I am a believer in efficiency and being genuine and to the point. My biggest over-riding qualities are that I am practical, and I speak with honesty.

If the picture I have painted of myself aligns with the type of person you would like to represent the people of Ward 6, I would be grateful to take on the appointment of Councillor. I thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael J. Jalak".

Michael J. Jalak

Enclosure: Résumé

# Michael Jalak

27 Haviland Crescent  
Sault Ste. Marie, Ontario, P6B3G5  
705-971-9542  
jalak5@shaw.ca

---

## Work Experience

### **ALGOMA DISTRICT SCHOOL BOARD, Sault Ste. Marie, Ontario**

#### **School College Work Initiative Classroom Teacher, Sep 2011 – present**

- Work with the Regional Planning Team to fulfill the goals of the Ministry of Education School College Work Initiative.
- Oversee the ADSB Dual Credit program's Alternative SWAC classroom, instruct students taking dual credits, and facilitate transition to college.
- Integrate academic and vocational curricula so that students can obtain a variety of skills.
- Instruct a variety of courses to students utilizing ILC courses and eLearning Ontario courses.
- Work closely with Board and Guidance personnel throughout the board to develop programming for students with varying needs.
- Fulfill administrative responsibilities such as scheduling, assessment, reporting, and evaluation.
- Liaise with college staff and build partnerships within the community.
- Supervise and monitor students' use of tools and equipment.
- Supervise independent or group projects, field placements, laboratory work, or other training.

#### **Secondary School Teacher / Special Education Resource Teacher, Dec 1998 – Jun 2011**

- Instruct through lectures, discussions, and demonstrations in the subjects of English, mathematics, geography, science, and business.
- Held position as SERT at White Pines for seven years.
- Ensure students access and utilize assistive technology to maximize their full potential.
- Establish and maintain rules for behavior and procedures for maintaining order among students.
- Carry out special education administration policies and rules governing students.
- Assign and grade class work and homework.
- Prepare materials and classrooms for class activities.
- Work closely with Administration and Staff to ensure the needs of students with Special Needs are being met.
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques and technologies.
- Observe and evaluate students' performance, behavior, social development, and physical health.
- Facilitate EQAO Testing accommodations.
- Part of the *Safe School Act* Implementation Team (while at AHHS)
- Employ special educational strategies and techniques during instruction to improve the development of sensory- and perceptual-motor skills, language, cognition, and memory.
- Prepare, administer, and grade tests and assignments to evaluate students' progress.

- Establish clear expectations for all lessons, units, and projects and communicate those expectations to students.
- Develop and implement strategies to meet the needs of students with a variety of special needs conditions.
- Meet with other professionals to discuss individual students' needs and progress.
- Teach personal development skills such as goal setting, independence, and self-advocacy.
- Guide and counsel students with adjustment or academic problems, or special academic interests.
- Taught night school classes (computer applications) to adults.

### **Special Assignment Teacher, Sep 2003 – Jul 2004**

- Assist with setting educational standards and goals, and help establish policies and procedures to carry them out.
- Plan and lead professional development activities for teachers, and support staff.
- Review curriculum, or recommend modifications/changes to existing curriculum, and assist with programs and projects at the school board level.
- Direct and coordinate activities of teachers and support staff at schools.
- Participate in education-related activities such as attending meetings and providing support to educators throughout the district.
- Plan and develop instructional methods and content for educational, vocational, or student activity programs.
- Collaborate with teachers to develop and maintain curriculum standards; and assist with maintaining the ADSB mission statements, performance goals and objectives.

### **ELEARNING ONTARIO, Toronto, Ontario**

#### **Course Writer, Sep 2010 – Feb 2011**

- Develop classroom-based and distance learning training courses, using needs assessments and skill level analyses.
- Work closely with editor, reviewer and eLearning staff in the development of course material and creation of learning objects.
- Develop instructional materials to be used by educators and instructors and students within Ontario.
- Update the content of educational programs to ensure that students are being trained with equipment and processes that are technologically current.
- Develop tests, questionnaires, and procedures that measure the effectiveness of curricula, and use these tools to determine whether program objectives are being met.
- Organize production and design of curriculum materials.

### **ATTAWAPISKAT FIRST NATION EDUCATION AUTHORITY, Attawapiskat, Ontario**

#### **Elementary School Teacher, Sep 1997 – Dec 1998**

- Instruct students individually and in groups, using various teaching methods such as lectures, discussions, and demonstrations.
- Ensure cultural traditions are respected and integrated within educational goals.
- Establish clear objectives for all lessons, units, and projects and communicate those objectives to students.

- Meet with parents and guardians to discuss their children's progress and to determine priorities for their children and their resource needs.
- Provide a variety of materials and resources for children to explore, manipulate, and use, both in learning activities and in imaginative play.
- Plan and conduct activities for a balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.
- Meet with other professionals to discuss individual students' needs and progress.
- Plan and supervise class projects, field trips, visits by guest speakers or other experiential activities, and guide students in learning from those activities.

## **CANADIAN PARKS AND WILDERNESS SOCIETY, Toronto, Ontario**

Volunteer Coordinator Assistant, Apr 1996 – Aug 1996

- Worked with the volunteer coordinator to fulfill the goals of the organization.

## **ALGOMA STEEL CORPORATION, Sault Ste. Marie, Ontario**

Slab Cast/ Masonry Department, May-August 1994, 1995

- Worked on furnace relining, and tundish department.

## **Education**

### **Sault College of Applied Arts and Technology, Sault Ste. Marie Ontario**

- Completed Introductory Geographic Information Systems course.

### **Western University, London, Ontario**

*Bachelor of Education, Jun 1997*

- Teachable subjects include Geography and Environmental Science at the senior level, and all other grade 7, 8,9,10 subjects.

### **York University, Toronto, Ontario**

*Bachelor's Degree in Environmental Studies, Oct 1995*

- Completed a four-year Honours degree.

## **Additional Skills / Qualifications**

- Ontario Certified Teacher (in Good Standing) - Geography, Environmental Studies, Qualified at the Junior, Intermediate and Senior Divisions, possess Special Education Qualifications
- Tactful and Goal Oriented

- Excellent Interpersonal Skills
- Superior Communication Skills (Oral and Written)
- Proficient with *Trillium*, *Microsoft Office*, and a variety of Assistive Technology software.
- Business Savvy
- Excellent at building and maintaining partnerships
- Possess Class G Driver's License
- Received Health and Safety Training

## Interests

- Travelling
- Building and creating
- Philosophy
- Adventure
- Running, cycling and training
- Taking on new challenges

June 14, 2017

City Council  
99 Foster Drive  
Sault Ste. Marie, Ontario  
P6A 1X6

Dear Mayor Provenzano and City Councillor's;

Please accept this letter as my expression of interest in submitting my name for the recently vacated Ward 6 council seat.

I have been a life time resident of Ward 6 and am dedicated and committed to the citizens of Ward 6 and the community of Sault Ste. Marie.

I am an advocate for children and seniors with 26 years' experience as a school board Trustee, 3 years as Vice Chair and 10 years as Chairperson and presently have 25 years' experience in the Health Care field.

I believe city council are the leaders of our community and are there to ensure quality of life for the citizens of Sault Ste. Marie, to work, play and grow.

Our city is beautiful, and has the potential to be the perfect place for all business opportunities. I welcome the opportunity to speak with you about this position at your convenience.

Thank you for your time.

Sincerely,

Wanda McQueen  
[wandamcqueen@hotmail.com](mailto:wandamcqueen@hotmail.com)  
705-257-6275



**Wanda McQueen**  
109 Foothill Road  
Sault Ste. Marie, Ontario  
P6C 0E5  
705-257-6275 (Cell)  
705-946-1206 (Home)

---

### **Education**

Sault College of Applied Arts & Technology

- PSW Program
- Dementia Studies, Communication & Interpersonal Skills
- Working with the Elderly
- Effective Supervision in Human Relations

### **Work Experience**

I have worked 25 years in Health Care, as a PSW, Restorative Care Worker, Activity Aide, and at the present time I am the Activity/Health & Safety Coordinator at Great Northern Retirement Home.

My duties in Health Care have included:

- Advocating for seniors
- Working within department budget
- Providing programs of interest and individual needs to increase quality of life for our residents
- Promoting and maintaining good public relations within and outside the home between residents, families and the community.
- Organizing fund-raisers
- Scheduling and Evaluations
- Daily reports, gathering statistical information
- Team Conferences
- Developing Care Plans and Assessments
- Ordering supplies and equipment
- Director/Secretary/Treasurer of Resident's Council

My duties as a Board of Education Trustee included:

- Advocate for children, parents and the public, working towards giving students every opportunity to obtain the education they would need to become independent learners for the future.

- Vice Chair for 3 years, Chairperson for 10 years. As Chairperson I met with Provincial Leaders to lobby, discuss funding and to explain the unique concerns of our Northern Communities.
- Chaired Board Policy and Procedure, Teacher/Trustee Relations, Auditory Advisory Committee's.
- Member of, Budget, Finance and Operations, Teacher Salary Committees, C.U.P.E., S.A.L.E.P., S.E.A.C., Safety, Public Relations, Professional Development.
- I was elected to the Ontario Public School Board's Policy and Procedure and Education Committee's representing the North Eastern Region of Ontario.
- I served on various Ad Hoc Committees including, Selection Committee for the Director of Education, Supervisory Officers, Principals, Vice Principals, Political Action Committee and Safe Schools.

#### **Certificates**

- Prevention & Management of Abuse of Vulnerable Adults
- Occupational Health & Safety
- Management of Abuse & Aggression in LTC
- Physical Assessment Lecture Series
- Long Term Care Specialist in Activation Management
- Psychiatric Lecture Series
- Palliative Care Training
- Conflict Resolutions & Confrontation Skills

#### **Volunteer Experience (Past)**

- Secretary/Treasurer/Director for Residents' Council
- Canvasser for the Cancer Society
- Member of Neighbourhood Watch serving as, chair, ward leader, fund-raiser, group leader
- Member of Best Start for Kids
- Assistant Soccer Coach for grandson's soccer team

#### **Committees (Current)**

- Joint Health & Safety (co-chair)
- Joint Labour/Management
- Emergency Planning for Long Term Care and Retirement Homes

**Nancy Pinelli**  
**624 Wilson Street**  
**(705) 942-8519**

**Age** – I am 42 years old, born and raised in Sault Ste. Marie, Ontario.

**Family** – I have been married to Eddy Pinelli for 14 years. We also have three children.

**Education** – Bachelor of Arts in Law and French, Bachelor of Education, Principal Qualifications

**Career** – French Teacher at Tarentorus Public School, Algoma District School Board

**Other Experience –**

- Employment Officer      Human Resources Development Canada      1998-2000
- Stand-in for Carmen Provenzano      Local Teen Centre      1998-2000

**Administrative Experience –**

- Teacher in Charge      Bay View      2004-2008
- Lead Teacher (Character Education)      Bay View      2004-2008

**Evidence of Educational Leadership –**

*Committee / Task Group:*

- Chair      Fun Day for the Community      2005-Present
- Chair      Character Education Initiatives      2004-Present
- Member      Parent Council Committee      2003-Present

**Beyond the System Initiatives –**

- Member      Algoma Alumni      2000-2005
- Member      Alzheimer Society      2000-Present
- Member      Heart and Stroke      1999-Present

## **Why am I seeking to be your Councillor?**

As a wife and mother I care deeply about our city and its future. I am very fortunate to have grown up here and see the growth and development of Sault Ste. Marie.

I am a committed community volunteer and also worked in office with the 'late' Carmen Provenzano in connection with the Human Resources Development Canada as an Employment Officer. I also continuously try to recruit families to Sault Ste. Marie.

I believe that the growth and prosperity of our city lies in the ability of our Councillors to be fiscally responsible, transparent and approachable.

## **As a Councillor, I plan to:**

- Be accountable to the citizens of Sault Ste. Marie.
- Work closely with other members of council, local residents and the Mayor to keep our city progressing in a positive direction.
- Build teamwork with collaboration and innovative ideas.
- Seek more employment opportunities.

In closing, this would be truly an honour and a great privilege if appointed as Councillor to Ward 6. I believe as a vibrant, energetic and innovative individual I can make a positive difference and give back to our beautiful community. If not given this opportunity, I plan to run for Councillor of Ward 4 in the next election of 2018. Thank you for considering my application. Please feel free to contact me for any further questions at (705) 942-8519.





**Tarentorus Public School**  
96 Northwood Street, Sault Ste. Marie, ON, P6B 4M4  
TEL: 705.945.7138 FAX: 705.945.7414

**PRINCIPAL**  
**Mr. A. Harnden**

**VICE PRINCIPAL**  
**Mrs. S. Dal Cin**



---

June 16, 2017

To Whom It May Concern:

Please regard this correspondence as a memo of reference for Nancy Pinelli. Nancy is currently the Core French teacher at Tarentorus Public School.

I have known Nancy Pinelli for the better part of 15 years. During that period, I have had the opportunity to get to know Nancy, through different associations. The initial meeting with Nancy was taking an Additional Qualification course that included Physical and Health Education through Nipissing University. It was at that time that I got to know her well, and always enjoyed her upbeat and bubbly personality.

A few years later, we completed our Principal's Qualification together. Taking this extensive course is evidence of her work ethic and willingness to be in a leadership position. She has developed her portfolio over the years, while successfully balancing work and family life. This has been no easy task, but she continues to do this on a daily basis, including being a caring wife and mother, and a respected staff member here at Tarentorus.

If you have any questions or concerns regarding this letter, please feel free to give me a call.

Best Regards

Al Harnden - Principal



Carmen Provenzano, MP  
Sault Ste. Marie

April 9, 1998.

**Ottawa Office:**  
Room 640, Confederation Bldg.  
House of Commons  
Ottawa, Ontario K1A 0A6  
Phone: (613) 992-9723  
Fax: (613) 992-1954  
email: provec@parl.gc.ca

**Constituency Office:**  
146 Queen Street East  
Sault Ste. Marie, Ontario P6A 1Y5  
Phone (705) 941-2900  
Fax: (705) 941-2903  
email: cpmpparl@soonet.ca

**Mailing Address:**  
PO Box 817  
Sault Ste. Marie, Ontario P6A 5N3

Nancy Fata,  
598 Wilson Street,  
Sault Ste. Marie, Ontario,  
P6B 2L3.

Dear Nancy:

Just a note to tell you how much I appreciated your standing in for me at the opening ceremonies for the Teen Centre. As I mentioned to you on the telephone, you were an easy choice for me. It is nice to have people like you that can be counted on. Who knows, maybe some day you will be attending these ceremonies as the M.P. and not as the stand-in. Thanks alot!

Yours truly,

\*ml

  
CARMEN PROVENZANO.

P.S. I received your card today and appreciated your comments.



Carmen Provenzano, MP  
Sault Ste. Marie

**Ottawa Office:**  
Room 640, Confederation Bldg.  
House of Commons  
Ottawa, Ontario K1A 0A6  
Phone: (613) 992-9723  
Fax: (613) 992-1954  
email: provec@parl.gc.ca

**Constituency Office:**  
146 Queen Street East  
Sault Ste. Marie, Ontario P6A 1Y5  
Phone (705) 941-2900  
Fax: (705) 941-2903  
email: cpmpparl@soonet.ca

**Mailing Address:**  
PO Box 817  
Sault Ste. Marie, Ontario P6A 5N3

December 4, 1998

To Whom It May Concern:

I am very pleased to have had the opportunity to interact with Nancy Fata a number of times during the last year. Based on my personal observations I have found Nancy to be an intelligent, personable and well organized individual who works well with others as well as on her own. When the local Teen Centre held its grand opening Nancy was my stand-in and by all reports, she represented my office very well at this function.

I am sure she will serve any employer with loyalty and commitment.

I have no reservations whatever to recommend her for employment. Should you wish further comment from me or to discuss a specific skill, you may wish to contact me directly by telephone.

Yours truly,



Carmen Provenzano  
M.P. Sault Ste. Marie

Chairman, Northern Ontario Liberal Caucus  
Vice-Chairman, Standing Committee on Fisheries and Oceans

# APPOINTMENT OF SCRUTINEER

Municipal Election Act, 1996 (s. 16 (1))

VOTING PLACE

In Citizens

WARD

2

Check here



Drop-In Centre

if appointment applies to all Voting Places

I, Denise Chénier-Julon, hereby appoint Danay Fata, to act as a scrutineer to represent me at the Voting Place set out above, during voting or at the counting of votes in respect of the Municipal Election to be held on November 10<sup>th</sup>, 1997.

Signed

Denise Chénier-Julon

Candidate for Office of

Councillor

This form must be signed by the Candidate and may be required to be shown to an Election Official at the Voting Place or at the place where votes are being counted. Failure to show proof of appointment may result in a direction to you to leave the Voting Place.





**AN EMPLOYER** open house for the Student Employment Centre attracted some attention Thursday, including (l-r) student R. Shelswell, Nancy Farnham, co-ordinator of the summer job service program at the centre, and Mcpl. Anthony Soltys, representative of the 26th Service Battalion, Sault Ste. Marie Armoury. The event was held to provide information on subsidy programs.

MARGARET CAMERON-MCQUEEN - SAL

## CYEP

# New partnership targets youth employment problem

Sault Star Staff

A new local organization is hoping to achieve a complete reversal of the youth summer employment situation this year.

The Community Youth Employment Partnership (CYEP) is encouraging local employers to hire youth by informing businesses and organizations of the government subsidies available to help them hire young people and educating young people about employment programs.

The goal, explained CYEP youth development officer Nancy Fata during a luncheon on Friday, is to reverse the statistics so that 68 per cent of youth are employed this summer.

Last summer, the Human Resource Centre for Students received 800 student resumes and 68 per cent of those individuals remained unemployed, she told the crowd that gathered at the Holiday Inn.

CYEP was initiated in December by a number of community organizations, including the YMCA Employment Services, Employment Connections, Human Resources Development Canada, the Sault Ste. Marie Economic Development Corp. and the Community De-

velopment Corp. of Sault Ste. Marie and area.

To help young people find work, CYEP has opened an office in the Station Mall, called Youth Initiatives.

The office, located near Laura Secord in the mall, houses CYEP, the Opportunities for Youth Task Committee and the Human Resource Centre for Students.

The office opened mid-February.

"This program is different because we're working as a unit, a group," Fata said during an interview afterwards.

CYEP acts as liaison with employers to inform them of subsidies and educates students about employment opportunities, while providing services such as resume assistance.

One of the dramatic differences about the new program is its staff.

The staff members in marketing and promotions and other areas all fall within the youth demographic of 15 to 29, Fata explained.

The push for student employment has also started earlier this year, Fata said.

"By starting earlier, we'll see a big improvement in youth employment."

Other initiatives in the offing by the organization include:

- The creation of a Youth Employment and Self-Employment Guide to inform youth on what does what in providing these types of programs and services;

- Information sessions and presentations in all high schools, post-secondary institutions and other academic

institutions to encourage the use of employment services available in Sault Ste. Marie;

- A youth business plan competition;

- The creation of a Community Youth Employment Web Site;

- The establishment of information kiosks in all school libraries and public libraries.

June 16, 2017

Luca Robibaro  
185 Brookfield Avenue  
Sault Ste. Marie, ON  
705-971-0990  
[lj.robi@shaw.ca](mailto:lj.robi@shaw.ca)

City of Sault Ste. Marie  
99 Foster Drive,  
Sault Ste. Marie  
ON P6A 5N1

Attention: City Council

Please accept this letter as my interest in the Ward 6 Council Seat Vacancy.

Attached you will find my completed Consent of Nominee/Declaration of Qualification form for your review.

I appreciate that this is a great opportunity to complete the remainder of the term as Ward 6 Councillor. I have been a previous candidate for a council seat with the goal to work for the residents of Ward 6. With the experience and knowledge that I have gained through the years of serving on numerous City of Sault Ste. Marie boards and committees, I believe that I would be a positive addition to City Council and the residents of Ward 6.

Over the years I also became involved with the Sault Area Hospital Patient and Family Advisory Committee and the Ontario Renal Network Council as a Patient Advocate. This opportunity has allowed me to be a voice for patient care and well being. Working on this committee has given me valuable skills that would benefit City Council.

Thank you for the opportunity to be considered for the vacant Ward 6 Council Seat. I can be reached at 705-971-0990 should you require additional information.

Sincerely,

Luca Robibaro

## Biography - Dean Wade - Ward 6 City Councillor

Dean was born and raised in Halifax, Nova Scotia where he attended Halifax West. After highschool, Dean joined the Canadian Military where he served from 1989 to 1994.

In 1994, Dean left the Canadian Military and moved to Ontario where he joined the management team of A&P Canada (now known as Metro ON Inc.) In this leadership role in 1996, he was an integral part of the setup of the discount banner Food Basics (under the parent company of A&P Canada). He travelled the province setting up and opening stores across the province. It is at this point that he visited Sault Ste Marie. He set up the two Food Basics stores and fell in love with the city. He returned to Southern Ontario and indicated to the VP of Operations that if an opportunity came where he could move to Sault Ste Marie permanently he would. He held positions of Assistant Manager, Meat Specialist and Store Manager (the position he still holds today) within the A&P Canada (Metro ON Inc) banner. When the opportunity presented itself for Dean in 2002 to be able to move permanently to Sault Ste Marie - he jumped at the chance and franchised "Dean's Food Basics" on Pine Street. Dean owned this store until Metro ON Inc. purchased A&P Canada and the Independent Owners. Metro Inc. was impressed with the dedication and entrepreneurial spirit and at that time offered Dean a Store Manager position within Metro ON Inc. He took that opportunity as his most gratifying accomplishments are rooted in the retail service industry. Here he displays his unprecedented leadership skills, military training, customer service and where he feels he can most contribute to the community. He currently is the Store Manager of Metro Northern Avenue.

Dean has committed his time, energy and skills to the following meaningful organizations/causes:

- Arranges Dress down days where the proceeds go to Christmas Cheer
- Adds a float in the Santa Claus parade each year
- Donates through his store for the Soup Kitchen (Fill a Ford Campaign)
- Participates in the Algoma Ride For Autism where for 2 consecutive years had raised most pledges. He has cupcakes/cakes donated/handed out.
- Participates in Canada Day Celebrations where cupcakes bearing the Canada flag are generously donated handed out to the attendants and guests of the celebration
- Introduced the Healthy Eating Program through Eastview school - donated weekly fruit
- Raised canned food/non perishable food items for the local soup kitchen through the March for Hunger along side Campbells.
- Donates baked goods to Arch on a regular basis.

As a Store Manager, Dean strives to deliver quality/fresh product, excellent store personnel, and a positive shopping experience. Dean provides day to day management of

**the store including growing sales, staffing, merchandising, expense control, providing a safe environment for employees and customers and delivering a superior shopping experience for the customer. Dean operates the store within the established company policies, government legislation and collective agreements. His primary responsibilities as Store Manager are the following:**

- To achieve or exceed weekly, period and fiscal year store goals and objectives, including sales, profit, margin targets, shrink targets and labour targets.
- Implement various merchandising programs, procedures and processes designed to maximize the operational efficiencies and profitability of the store.
- Works with Department Managers to establish productivity goals and operational standards. Ensure merchandise is ordered and displayed.
- Ensures the store is maintained in accordance with all health and safety regulations as established by the company and regulatory authorities.
- Provides leadership by hiring, training, directing and developing a staff that is customer focused. Ensures that all actions and events portray a customer friendly shopping environment.
- Maintains a pulse on competitive activity in the local market area
- Create and maintain a strong working relationship with outside vendors.
- Create and maintain a strong working relationship with union business representatives
- Ensure store compliance with all legislative and regulatory bodies ( ie: ESA, Human Rights, CFIA).

**His drive and enthusiasm is contagious and this same drive, dedication and enthusiasm is the basis of what he will bring to Ward 6 as a city councillor.**

**Dean is 46 years old has been a resident of Ward 6 since March 2011 with his family.**

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

**BY-LAW NO. 2017-122**

**SUBDIVISION CONTROL**: (PR1.82) A by-law to remove Part Section 34, Korah being Part 2 1R13242 from the effects of By-law 3523.

**WHEREAS** section 50, Subsection 4 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto authorizes the Council of the municipality to designate by by-law any area within a plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes;

**AND WHEREAS** By-law 3523 passed on May 10, 1965 designated Section 34, Township of Korah, as well as other property, to be known as area of subdivision control number one;

**AND WHEREAS** it is now desired to amend By-law 3523 by removing Part Section 34, Korah being Part 2 1R13242 from the effects of the designation as an area of subdivision control;

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

1. **BY-LAW 3523 AMENDED**

By-law 3523 is amended by deleting therefrom Part Section 34, Korah being Part 2 1R13242, from the effects of the subdivision control restrictions placed on it by By-law 3523.

2. **EFFECTIVE DATE**

This by-law shall not become effective until a certified copy of this by-law is registered in the Land Registry Office pursuant to section 50(28) of the *Planning Act*.

**PASSED** in open Council this 26th day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

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

**BY-LAW 2017-132**

**AGREEMENT:** (P5) A by-law to authorize the execution of the Contract between the City and Superior Industrial Services Ltd. for the electrical and exterior lighting upgrades at Strathclair Park and to approve the allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to be applied to this project.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 26, 2017 between the City and Superior Industrial Services Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for the electrical and exterior lighting upgrades at Strathclair Park.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law. Due to the volume of this Contract, a hard copy is available in the Clerk's Department for viewing.

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 26<sup>th</sup> day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**



## CCDC 2

## stipulated price contract

2008

STRATHCLAIR PARK  
ELECTRICAL & EXTERIOR LIGHTING UPGRADE (2017)  
Project # P1046.1

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  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

## TABLE OF CONTENTS

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

## DEFINITIONS

- 1. Change Directive
- 2. Change Order
- 3. Construction Equipment
- 4. Consultant
- 5. Contract
- 6. Contract Documents
- 7. Contract Price
- 8. Contract Time
- 9. Contractor
- 10. Drawings
- 11. Notice in Writing
- 12. Owner
- 13. Place of the Work
- 14. Product
- 15. Project
- 16. Provide
- 17. Shop Drawings
- 18. Specifications
- 19. Subcontractor
- 20. Substantial Performance of the Work
- 21. Supplemental Instruction
- 22. Supplier
- 23. Temporary Work
- 24. Value Added Taxes
- 25. Work
- 26. Working Day

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

## PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

## PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

## PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

## PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

## PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

## PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

## 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
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

## PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

## PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

## PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

## PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

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

\*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

## CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.



AGREEMENT BETWEEN OWNER AND CONTRACTOR  
For use when a stipulated price is the basis of payment.

This Agreement made on the 26th day of June in the year 2017 .  
by and between the parties

The Corporation of the City of Sault Ste Marie  
hereinafter called the "Owner"  
and

Superior Industrial Services Ltd.  
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  
Strathclair Park - Electrical & Exterior Lighting Upgrade (2017)  
located at  
Strathclair Park  
for which the Agreement has been signed by the parties, and for which  
Nor Mech Engineering Inc.  
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 27th day of June in the year 2017 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 26th day of November in the year 2017 .

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
  - \*
- Drawings and Specifications as bound;  
- includes Addendum #1

\*(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:
- Three Hundred Forty Three Thousand, Four Hundred and One dollar and eighty cents /100 dollars \$ 343,401.80
- 4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:
- Fourty Four Thousand Six Hundred Fourty Two and Twenty Three Cents /100 dollars \$ 44,642.23
- 4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:
- Three Hundred Eighty Eight Thousand Fourty Four Dollars and Three cents /100 dollars \$ 388,044.03
- 4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.
- 4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent ( 10 %), the *Owner* shall:
- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
  - .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
  - .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.
- 5.3 Interest
- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
    - (1) 2% per annum above the prime rate for the first 60 days.
    - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
- Scotia Bank
- (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.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

The Corporation of the City of Sault Ste. Marie  
name of Owner\*

99 Foster Dr., Sault Ste Marie, Ontario. P6A 5X6  
address

705-541-7094 t.gowans@cityssm.on.ca  
facsimile number email address

Contractor

Superior Industrial Services Ltd.  
name of Contractor\*

1231 Peoples Rd., Sault Ste Marie, Ontario. P6C 3W7  
address

705-759-4816 terry.zeppa@sis.ca  
facsimile number email address

Consultant

Nor Mech Engineering Inc.  
name of Consultant\*

1141 Old Garden River Rd., Sault Ste Marie, Ontario P6A 6J8  
address

705-942-0181 normech@shaw.ca  
facsimile number 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.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



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

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

name of owner

signature

name and title of person signing

signature

name and title of person signing

CONTRACTOR

name of Contractor

signature

name and title of person signing

signature

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.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



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*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



**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.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*



## 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.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

**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*.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*



- 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 *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*.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

- 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*.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*



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.

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

- 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*;

*Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*



- (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 indemnify 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  
Fax: (613) 236-9526  
info@ccdc.org

CCDC

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
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

www.ccdc.org



# ADDENDUM#1

The following are hereby made a part of the Drawings and Specifications for:

**STRATHCLAIR PARK - Electrical & Exterior Lighting Upgrade 2017** (Project No. #: P1046.1)

Issued: **June 8, 2017**

Total Number of Pages: **2**

---

## **1 - BIDDERS LIST:**

For Information Only: - *The following is a list of all registered Plan Takers to date, and/or Contractors that attended the non-mandatory Pre-Tender Site Meeting / Walkthrough on June 6, 2017 at 1:30pm:*

- |                                   |                                        |
|-----------------------------------|----------------------------------------|
| - Topline Electric Ltd.           | - SIS                                  |
| - S&T Group                       | - M.Ricks Excavating                   |
| - Fecteau Contracting             | - Jobst Construction                   |
| - Permanent Electric              | - Jaxson Construction Services         |
| - Redstar Electric                | - Northern Fencing                     |
| - Double 'S' Construction         | - Shane Corbett (1187839 Ontario Ltd.) |
| - S.S.M. Construction Association |                                        |

## **2 - SPECIFICATIONS:**

### **2.1 Reference Section 01 05 10 - General Instructions:**

- 2.1.1 **Clarification:** As per specification General Requirements and Drawings, the Contractor shall be responsible to arrange and obtain 'locates' for all existing private and Utility underground mechanical, electrical & telecom services; prior to any excavation or installation work. Any additional costs associated with obtaining these 'locates' at this project location, shall be carried by the Contractor.

## **3 - DRAWINGS:**

### **3.1 Reference Drawing MPE4:**

- 3.1.1 Owner will remove existing millwork along the east wall, as well as the two existing receptacles c/w associated BX cabling, before the start of construction; in order to accommodate new switchboard 'AA' distribution panel.
- 3.1.2 Delete all references to New Panel 'B' c/w associated lighting contactor & timeclock.

### **3.2 Reference Drawing MPE6:**

- 3.2.1 Clarification: Delete all references to Drawing MPE9. The artform base Detail#1 is located on Drawing MPE7.

### **3.3 Reference Drawing MPE7:**

- 3.3.1 Revise the height of the light standard concrete sonotube (base below) ground, from 6'-0" to 5'-0", to match structural drawings.

### 3.4 Reference Drawing S1r1:

3.4.1 Clarification: The light standard concrete foundation footing is to be 8'-0" x 8'-0" x 1'-2" high.

### 4 - BIDDER QUESTIONS:

4.1 Question: Is it permissible to bid this project using an alternate direct burial **concrete light standard pole and concrete/steel pile support base** (similar to what was recently used at Superior Heights Secondary School), instead of the specified painted galvanized steel pole complete with it's respective anchor bolts, sonotube, and concrete support base?

Answer: Yes, an equivalent concrete light standard pole would be acceptable, however with this alternate type of pole application, the Contractor will be required to provide the following:

- a) Carry the cost of a Structural Consulting Engineer to design & produce a sealed CAD drawing for the alternate structural concrete support base that will be required, in order to use a direct burial concrete pole;
- b) Carry all associated labour & material costs to supply & install this alternate structural concrete support base, including all respective framing, concrete, reinforcing, steel piles, etc.;
- c) Concrete light standard pole must be complete with a minimum 10-year warranty, to match or exceed the warranty of the specified painted galvanized steel pole.

4.2 Question: Would 'aluminum' feeders be acceptable instead of copper wiring, if the aluminum wire sizes are increased to match the copper wire sizing indicated on drawings?

Answer: Yes, as long as the same ampacity of the specified copper wiring is maintained with the aluminum type wiring, and in turn the conduit sizes are increased (if required), this alternate feeder wiring would be acceptable.

**END OF ADDENDUM 1**

## 1 GENERAL

- 1.1 Tenders are invited for **ELECTRICAL & EXTERIOR LIGHTING UPGRADE** at Strathclair Park. (City File No.# 2017CDE-CS-PK-01-T).
- 1.2 The project location is located at the corner of Black Road and Second Line East, SAULT STE. MARIE, ONTARIO.
- 1.3 Before bidding, carefully examine Site, all drawings, and all buildings and services thereon and ascertain extent and nature of all conditions affecting performance of Work.
- 1.4 Examine all Bid Documents as soon as possible after receipt. Report to the Consultant all errors, omissions, ambiguities, departure from building codes and by-laws or from good practice discovered therein, as soon as possible. It shall be assumed that the Contractor thoroughly understands the Bid Documents, including those particular items about which questions have been raised and Addenda issued.

## 2 PRE-TENDER SITE VISIT

- 2.1 Bidders are invited to attend a **non-mandatory** Site meeting and Walk-through commencing at **1:30 p.m.** on **TUESDAY, JUNE 6, 2017.**
- 2.2 Purpose of the Site meeting is to familiarize the Bidders and mechanical and electrical subtrades with existing Site and Building conditions and to review the scope of Work required of this Contract.

## 3 SCHEDULE OF WORK

- 3.1 The Schedule of work and Timelines anticipated to be as follows:

|               |                                                                     |
|---------------|---------------------------------------------------------------------|
| May 26, 2017  | Tender Documents Issued.                                            |
| May 27, 2017  | Sault Star - Tender Notice.                                         |
| June 6, 2017  | Non-mandatory pre-tender site visit (13:30h)                        |
| June 12, 2017 | Tender Closes at City Clerk, Level 4, Civic Centre (12:00:00h noon) |
| June 12, 2017 | Public Tender Opening at Civic Centre ~ Thompson Room (15:00:00h)   |
| June 15, 2017 | Report to City Council based upon Consultant's Recommendation.      |
| June 26, 2017 | Consultant Issue Letter of Intent (subject to Council approval).    |
| Nov. 26, 2017 | Estimated project completion                                        |
| Dec.14, 2017  | Mandatory date that project is fully complete. (Funding deadline)   |

- 3.2 All work may be performed during regular hours, as long as it does not interfere with normal operation and use of the Strathclair Park facility grounds. Coordination will be required by contractor throughout the project. All work shall follow standard M.O.L. and City safety policies.
- 3.3 Following each Work shift, construction materials, equipment and debris shall be removed from areas of Work, and all areas of Work shall be left in a safe, tidy and clean condition, complete with a necessary barricades/fencing as required to protect the public and make suitable for City Maintenance Crew staff to carry out their daily activities.
- 3.4 Throughout construction the existing premises will remain occupied and facilities used by the General Public & User Groups, and maintained by City Staff. All Construction Work is to be planned and executed in such a manner as to cause none (or the least amount) of interference with



normal facility activity & use throughout the project, and maintain the safety of the facility User Groups, City Staff, and visitors.

- 3.5 All work that might cause disruptions and/or interfere with facility use, shall be completed after the normal 'summer' baseball & soccer facility use period is completed (approximately August 31<sup>st</sup>, 2017). At no time shall Construction activity disrupt and/or interfere with the Public and User Groups.
- 3.6 The successful bidder shall provide (within 5 days of the issuance of a Letter of Intent), a schedule of values listing major sub-trades or divisions of the work. This schedule of values will be used by the Owner for its own purposes.

#### **4 ADDENDA**

- 4.1 During bidding period, Bidders may be advised by Addenda of required additions to, deletions from, alterations or clarification to requirements of Bid Documents. All such changes shall become an integral part of Bid Documents and shall be included in the Contract Price.
- 4.2 Insert, in space provided on Bid Form, numbers of all Addenda received during bidding period including any bound into Specifications. If no Addenda have been received insert the word "NONE" instead.

#### **5 QUERIES DURING BIDDING PERIOD**

- 5.1 Address all queries regarding Bid Documents during bidding period to:

Nor Mech Engineering Inc.  
1141 Old Garden River Road  
Sault Ste. Marie, On P6A 6J8  
Telephone: (705) 942-0114  
Fax: (705) 942-0181  
Email: normech@shaw.ca

Contacts: Consultant: David Barban, P.Eng., and/or  
Project Contact: Michael Steinwedel, CET.

#### **6 MATERIAL VARIATIONS**

- 6.1 Bidders may submit alternates to improve the functioning of the building or effect cost savings.
- 6.2 Note that this is a base bid specification. Materials or articles specified by brand name or catalogue number and/or by the name of the manufacturer or supplier will form the basis of the Contract.
- 6.3 Propose any substitutions for materials or equipment under the following conditions:
- (a) Base the Contract Price on the materials and equipment specified.
- (b) List all proposed alternates in the appropriate section of the Bid Form, showing the product name and stating what difference, if any, would be made in the amount of the Contract Price for each alternate should it be accepted.

Any or all such alternates may be accepted or rejected by the Consultant / Owner. In the event of

acceptance the Contract Price will be changed accordingly.

## **7 BID COMPLETION AND SUBMISSION**

- 7.1 Each Bid shall state Stipulated Price for which Bidder will undertake to carry out the Work required by Bid Documents.
- 7.2 Bid Form is enclosed at the front of the Specifications. Make two copies of Bid Form, and retain one for your records. Return one copy of Bid Form, completed exactly as required, enclosed and sealed in an envelope. Fill in all blank spaces. Put the name of the project, your return address and company name on the envelope. Envelope will be provided.
- 7.3 Bids may **not** be submitted by telecommunications.
- 7.4 Type or legibly print Bidder's full business name and address in spaces provided on Bid Form. Sign and seal Bid in space provided. Signatures shall be executed in longhand by the principal duly authorized to sign contracts.
- 7.5 Address and Deliver bids to:
- The Corporation of the City of Sault Ste. Marie  
City Clerk, Level 4, Civic Centre.  
**Reference: Electrical & Exterior Lighting Upgrade - Strathclair Park (2017).**  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6  
at or before **noon 12:00:00 LOCAL TIME ON MONDAY, JUNE 12, 2017.**
- 7.6 Bidder submitting more than one bid under same or different name will not be accepted.
- 7.7 Bid Form shall be completed without alterations or erasures.
- 7.8 Upon receipt, Bid envelope will be dated and time recorded by the designated office.
- 7.9 Once submitted, a bid may be withdrawn or changed only before time of closing.
- 7.10 Bids received after the designated closing time shall be returned unopened to the Bidder with the notation on the Bid envelope "Late Bid - Unopened".

## **8 TAXES**

- 8.1 Include on your Bid Form, the amount of Harmonized Sales Tax. In case of Mathematical Discrepancy, the Stipulated Price shall prevail.

## **9 SEPARATE AND ALTERNATE PRICES**

- 9.1 Insert in the spaces provided on the Bid Form separate prices and alternate prices, if any, for all proposed substitutions.
- 9.2 The separate prices and alternate prices included on the Bid Form shall not be included in the Stipulated Price.

**10 PERMITS, FEES, and NOTIFICATION**

- 10.1 As per CCDC 2-2008, Clause GC 10.2 - Laws, Notices, Permits, and Fees. Including:
- 10.2 Contractor shall apply, pay for, and pickup all permits, such as the Building Demolition/Construction Permit
- 10.3 Contractor is responsible for costs for all other permits, licences, & inspections necessary for performing the Work; such as Electrical Permit, Plumbing Permit, waste disposal (tipping) fees, etc.; and these costs shall be carried by Contractor in their stipulated price.

**11 ACCEPTANCE OF BID**

- 11.1 The Owner reserves the right to disqualify Bids not submitted in strict accordance with requirements of Bid Documents.
- 11.2 Lowest or any Bid will not necessarily be accepted.
- 11.3 The Owner reserves the right to delete portions of the Work prior to the award of the Contract. The Contractor shall not be entitled to compensation for any costs which may arise because of any deletions.
- 11.4 Upon request of the Owner and/or Consultant, the successful Bidder shall satisfy the Owner and/or Consultant that both he and his subtrades are capable of performing the Work. Persons or firms submitting Bids must be engaged in the line of Work required by the Bid Documents and shall be able to refer to work of a similar nature completed by them.
- 11.5 The Owner may choose not to award a contract due to past performance on previous projects. In this case, the Owner will choose an alternate Contractor and repeat the performance valuation process.
- 11.6 The Owner may choose not to award a contract due to the financial instability of the Contractor. In this case, the Owner will choose an alternate Contractor and repeat the financial and performance valuation process.
- 11.7 Bid shall remain valid and open for acceptance by the Owner for a period of thirty (30) days from date of bid closing or until formal contract is executed by the Owner and successful bidder, whichever is sooner.
- 11.8 The successful Bidder shall be required to enter into a contract with the Owner within ten (10) days of award of contract.

**12 TENDER DEPOSIT/SECURITY**

- 12.1 Every tender shall be accompanied by tender deposit in the form of a certified cheque, bank draft or bid bond payable to the Owner in the amount equal to **\$5,000**.
- 12.2 Such deposit shall be security to the Owner that the bidder, if successful, will execute the contract documents and will start work as specified.
- 12.3 Failure to execute the documents, or failure to start work as specified, will result in forfeiture of the tender deposit.

- 12.4 Tender deposits of all bidders, except of the successful bidder will be promptly returned following award of the contract.
- 12.5 The tender deposit of the successful bidder will be returned when the Contract Documents have been executed, and all other requirements of confirming the tender have been met.
- 12.6 The above shall constitute notice in writing prior to submission of tender proposals. The Contractor shall pay all premiums.
- 12.7 Tenders not accompanied by the tender deposit will be declared invalid.

### 13 PERFORMANCE SECURITY

- 13.1 The Performance Security shall be in the form of:
  - 13.1.1 a performance bond, for an amount equal to 50% of the Contract amount (before taxes), **or**
  - 13.1.2 a Certified Cheque (separate from Tender Bid deposit) in the amount of \$50,000. If using certified cheque as Performance Security, it must also be included with Bid. The certified cheque will be held until basic holdback, as required by the Construction Lien Act, has been released.
- 13.2 Performance Security is to be furnished within three (3) weeks of award of Contract.

### 14 LABOUR AND MATERIAL PAYMENT BOND

- 14.1 A labour and material payment bond is not required.

### 15 AGREEMENT TO BOND/CONSENT OF SURETY

- 15.1 Submit with your Bid, Agreement to Bond or Consent of Surety issued by an approved Bank or Surety.
- 15.2 Bids not accompanied by an Agreement to Bond or Consent of Surety will be declared informal and be disqualified.
- 15.3 Agreement to Bond or Consent of Surety will be returned to all Bidders as promptly as possible after execution of a Contract with the successful Bidder.
- 15.4 Agreement to Bond or Consent of Surety shall confirm that the Surety will issue the Contract security specified in the Contract Documents if the Bidder's Bid is accepted.

### 16 GUARANTEE BONDS

- 16.1 Upon acceptance of Bidder's tender, the successful Bidder shall within ten (10) days provide and pay for a **Performance Bond equal to fifty (50) percent of the Stipulated Price**. It shall be delivered to the City of Sault Ste. Marie Purchasing Office, and made payable to The Corporation

of the City of Sault Ste. Marie.

- 16.2 The Performance Bond shall be issued by the Surety Company providing the Agreement to Bond or Consent of Surety and shall provide performance security to the Owner in order to secure the due and faithful performance of the Contract in the event of the Contractor's failure to faithfully perform the Contract, whether from bankruptcy or otherwise, for all expenses incurred to properly complete the work, including legal fees, additional consultant fees, etc.
- 16.3 If the Contractor fails to meet the requirements of this article then the Owner at its sole option shall have the right to terminate the Contract and use the bid security toward damages.

## **17 CLEARANCES & MISCELLANEOUS SUBMITTAL REQUIREMENTS**

- 17.1 Upon acceptance of bid, Contractor shall provide Proof of Insurances, and submit W.S.I.B. Clearance certificate.
- 17.2 The successful Bidder and all of their subcontractors will be required to meet all requirements of the City's Contractor Pre-Qualification Program, prior to the commencement of on-site work on this project. Details of the Program requirements may be obtained by contacting the City's Human Resources Department at 705-759-5361.

## **18 INSURANCE**

### **18.1 Liability Coverage**

18.1.1 Amount of coverage to be minimum \$2 million per occurrence.

18.1.2 Owner and consultant to be shown as additional insureds.

### **18.2 Automobile Liability Coverage**

18.2.1 Amount of coverage to be minimum \$2 million per occurrence.

## **19 BID OPENING**

- 19.1 Bids will be opened at a public opening in the Thompson Room on Level 3 of the Civic Centre, at 15:00:00h, on the day of closing.

## **20 BID DOCUMENTS**

- 20.1 Bid documents will be available at:

Nor Mech Engineering Inc.  
1141 Old Garden River Road  
Sault Ste. Marie, ON P6A 6J8  
Telephone: (705) 942-0114

- 20.2 Bid documents will be available for review at the Sault Ste. Marie Construction Association.



**21 FORM OF CONTRACT**

- 21.1 The form of Contract will be CCDC 2-2008 - 'Stipulated Price Contract'. Unless amended or altered in Supplementary General Conditions, all of CCDC-2 2008, including provisions for amounts and form of Insurance shall apply to this Contract.

**End of Section**

**1 GENERAL AND SUPPLEMENTARY CONDITIONS**

1.1 The Standard Construction Document for Stipulated Price Contract, (CCDC2 2008 - English Version), consisting of the Agreement between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications:

**1.2 ARTICLE A-6: RECEIPT AND ADDRESSES FOR NOTICES IN WRITING**

1.2.1 Delete Article A-6.1, and substitute new Article 6.1: "Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices In Writing will be deemed to be received by the addressee on the 5<sup>th</sup> working day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. 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.

**1.3 DEFINITIONS**

1.3.1 Add the following definition: "19a. Submittals: Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

1.3.1.1 Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and

1.3.1.2 Record drawings and manuals to provide instructions to the operation and maintenance of the Work.

**1.4 GENERAL**

1.4.1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

**1.5 G.C. 1.1 CONTRACT DOCUMENTS**

1.5.1 Add to end of subparagraph 1.1.2.2: "Except where the Consultant shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.2.8.4, 9.5.2.4, 9.5.3.4, and in 12.1.1.

1.5.2 Add new subparagraph 1.1.7.5: "In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

**1.6 G.C. 2.2 ROLE OF THE CONSULTANT**

1.6.1 Delete paragraph 2.2.4, in its entirety.

1.6.2 Add the word 'schedules' after the word 'techniques' in paragraph 2.2.6.

1.6.3 Add to the end of the second sentence of paragraph 2.2.6, 'or to adhere to the construction

schedule’.

- 1.6.4 Add at the end of paragraph 2.2.9: “The Owner and the Contractor shall waive any claims against the Consultant arising out of the making of such interpretations and findings in accordance with paragraphs 2.2.7., 2.2.8., and 2.2.9”.
- 1.6.5 Delete the comma after the word ‘submittals’, and add the words: “which are provided” before the words ‘in accordance’ in paragraph 22.2.14.
- 1.6.6 Add a new sentence to end of paragraph 2.2.11” “The Consultant’s obligation to make findings on a large claim or large number of claims is subject to the terms and conditions of the Owner/Consultant agreement”.

#### 1.7 **G.C. 2.4 DEFECTIVE WORK**

- 1.7.1 Add new sentences 2.4.1.1 and 2.4.1.2:

- 1.7.1.1 2.4.1.1 - The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.
- 1.7.1.2 2.4.1.2 - The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

#### 1.8 **G.C. 3.1 CONTROL OF THE WORK**

- 1.8.1 Add the word “schedules” after the word ‘techniques’ in paragraph 3.1.2.

- 1.8.2 Add new paragraph 3.1.3:

- 1.8.2.1 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work, and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected work.

#### 1.9 **G.C. 3.4 DOCUMENT REVIEW**

- 1.9.1 Delete paragraph 3.4.1 in its entirety, and substitute new paragraph 3.4.1:

- 1.9.1.1 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 comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents, which the Contractor could not reasonably have discovered. Of 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.

**1.10 G.C. 3.7 SUB-CONTRACTORS AND SUPPLIERS**

1.10.1 Delete the words 'through the Consultant' in paragraph 3.7.6.

**1.11 G.C. 3.8 LABOUR AND PRODUCTS**

1.11.1 Add new paragraph 3.8.4:

1.11.1.1 3.8.4 - The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract), in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

**1.12 G.C. 3.10 SHOP DRAWINGS**

1.12.1 Add the words " AND OTHER SUBMITTALS" to the Title after SHOP DRAWINGS.

1.12.2 Add "and Submittals" after the words 'Shop Drawings' in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

1.12.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3"

1.12.3.1 3.10.3 - The Contractor shall prepare a schedule of the dates for provision, review and return of Shop Drawings and Submittals, and submit it to the Consultant for review.

1.12.3.2 Delete the last sentence in paragraph 3.10.9.

1.12.3.3 Delete the words 'so as to cause no delay in the performance of the Work' in paragraph 3.10.12.

**1.13 GC 3.14 PERFORMANCE BY CONTRACTOR**

1.13.1 Add new General Condition 3.14.1 and 3.14.2:

1.13.1.1 3.14.1 - In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor's obligations, duties, and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any products, personnel, or procedures which it may recommend to the Owner.

1.13.1.2 3.14.2 - The Contractor further represents, covenants, and warrants to the Owner that:

1.13.1.2.1 .1 The personnel it assigns to the Project are appropriately experienced;

1.13.1.2.2 .2 It has sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner's approval, in the event of death, incapacity, removal, or resignation.

**1.14 GC 4.1 CASH ALLOWANCES**

1.14.1 Delete paragraph 4.1.4 in its entirety, and substitute new paragraph 4.1.4:

- 1.14.1.1 4.1.4 - Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant's direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the Work under all cash allowances exceeds the total amount of all cash allowances, shall the Contractor be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents.

1.14.2 Delete paragraph 4.1.5 in its entirety, and substitute new paragraph 4.1.5:

- 1.14.2.1 4.1.5 - The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount.

1.14.3 Delete paragraph 4.1.7 in its entirety, and substitute new paragraph 4.1.7:

- 1.14.3.1 4.1.7 - The Contractor shall prepare a schedule that shows when the Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of work.

1.14.4 Add new paragraph 4.1.8: "The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

**1.15 GC 5.3 PROGRESS PAYMENT**

1.15.1 Delete subparagraph 5.3.1.1 in its entirety.

**1.16 GC 6 CHANGES IN THE WORK - ADD THE FOLLOWING:**

1.16.1 The valuation of a change shall be determined by estimate and acceptance, or in the case of a change directive the actual time and material costs, in a lump sum with the following maximum fees chargeable:

1.16.1.1 Work by the Contractor's own forces:

1.16.1.1.1 Additional Work (Extra) - to the cost of materials including equipment, and labour, and statutory charges applicable to Labour costs only, add 5% for overhead and 10% for profit.

1.16.1.1.2 Less Work (Credit) - the cost of materials including equipment, and labour, and statutory charges applicable to Labour costs, are to be deducted from the Contract amount.

1.16.1.2 Work by Subcontractor:



- 1.16.1.2.1 Additional Work (Extra) - to the cost of materials including equipment, and labour, and statutory charges applicable to Labour costs only, add 5% for overhead and 10% for profit.
- 1.16.1.2.2 Less Work (Credit) - to the cost of materials including equipment, and labour, and statutory charges applicable to Labour costs, are to be deducted from the Contract amount.
- 1.16.1.3 Contractor's Fee on Work by Subcontractor:
  - 1.16.1.3.1 Additional Work (Extra) - Add 10% for combined overhead and profit.
  - 1.16.1.3.2 Less Work (Credit) - no Fee applicable.
- 1.16.1.4 Overhead:
  - 1.16.1.4.1 Overhead shall include all costs for items required by Division 0 - Instructions to Bidders, and Division 1 - General Requirements.

#### 1.17 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

##### 1.17.1 Add new subparagraph 6.4.5:

- 1.17.1.1 6.4.5 - The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of Work, and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

#### 1.18 GC 6.5 DELAYS

- 1.18.1 Delete the period at the end of the paragraph 6.5.1, and substitute the following words: “, but excluding any consequential, indirect, or special damages.”
- 1.18.2 Delete the period at the end of the paragraph 6.5.2, and substitute the following words: “, but excluding any consequential, indirect, or special damages.”

##### 1.18.3 Add new paragraph 6.5.6:

- 1.18.3.1 6.5.6 - If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, then the Contract Time shall be extended for reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant's services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the

provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.

#### 1.19 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 1.19.1 Add the words "as noted in paragraph 6.6.3", after the words 'of the claim' in paragraph 6.6.5, and Add the words "and the Consultant" at the end of paragraph 6.6.5.

#### 1.20 GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

- 1.20.1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12, 8.2.13, and 8.2.14:

- 1.20.1.1 8.2.9 - Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:
- 1.20.1.1.1 a) A copy of the notice of arbitration;
- 1.20.1.1.2 b) A copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract, and;
- 1.20.1.1.3 c) Any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.
- 1.20.1.2 8.2.10 - The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:
- 1.20.1.2.1 a) Has a vested or contingent financial interest in the outcome of the arbitration;
- 1.20.1.2.2 b) Gives notice of election to the Owner and the Contractor before the arbitrator is appointed;
- 1.20.1.2.3 c) Agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and;
- 1.20.1.2.4 d) Agrees to be bound by the arbitral award made in the arbitration.
- 1.20.1.3 8.2.11 - If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 1.20.1.4 8.2.12 - The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may:
- 1.20.1.4.1 a) On application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and;
- 1.20.1.4.2 b) Make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.
- 1.20.1.5 8.2.13 - The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant.
- 1.20.1.6 8.2.14 - In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

#### 1.21 GC 9.1 PROTECTION OF WORK AND PROPERTY

1.21.1 Delete subparagraph 9.1.1.1 in its entirety, and substitute new subparagraph 9.1.1.1:

1.21.1.1 9.1.1.1 - Errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1.

1.21.2 Delete subparagraph 9.1.2 in its entirety, and substitute the following new paragraph 9.1.2:

1.21.2.1 9.1.2 - Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of Work the degree of care and skill described in paragraph 3.14.1.

## 1.22 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

1.22.1 Add to paragraph 9.2.6 after the word 'responsible', the following new words: "or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

1.22.2 Add "and the Consultant" after the word 'Contractor' in subparagraph 9.2.7.4.

1.22.3 Add to paragraph 9.2.8 after the word 'responsible', the following new words: "or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

## 1.23 GC 9.5 MOULD

1.23.1 Add "and the Consultant" after the word 'Contractor' in subparagraph 9.5.3.4.

## 1.24 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

1.24.1 Delete from the first line of paragraph 10.2.5 the word 'The', and substitute the words: "Subject to paragraph 3.14.1, the".

## 1.25 GC 12.1 INDEMNIFICATION

1.25.1 Add new clause 12.1.1.3:

1.25.1.1 12.1.1.3 - The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of of, or are attributable to, the bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made 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, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

#### 1.26 GC 12.3 WARRANTY

- 1.26.1 Delete from the first line of paragraph 12.3.2, the word 'The', and substitute the words: "Subject to paragraph 3.14.1, the....".

**End of Section**

**PROJECT:** **Electrical & Exterior Lighting Upgrade - Strathclair Park.**  
(City File No. # 2017CDE-CS-PK-01-T).  
Corner of Second Line East and Black Road,  
Sault Ste. Marie, Ontario.

From: \_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City of Town

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone

To: The Corporation of the City of Sault Ste. Marie  
City Clerk, Level 4, Civic Centre.  
**Reference: Electrical & Exterior Lighting Upgrade - Strathclair Park.**  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

## 1 BID

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above Project in strict accordance with the Contract Documents for the Stipulated Price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) excluding H.S.T.

The amount of value added taxes (Harmonized Sales Tax) for the above Stipulated Price is: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

I/We have received and allowed for Addenda numbered as follows: \_\_\_\_\_ in preparing my/our Bid. If no Addenda have been received insert the word 'NONE'.

Enclosed is our Agreement to Bond/Consent of Surety with respect to this Bid.

I/We understand that the price(s) submitted in this Bid is/are based upon the acceptance of the Bid within thirty (30) days of the Bid closing date. In cases where the expiry date of the acceptance period



falls on a Saturday, Sunday or holiday, the time for acceptance shall be extended to the first following business day.

If this Bid is accepted I/We will execute a Contract for this project within ten (10) days of acceptance.

I/We have carefully examined all the Bid Documents, are familiar with the Site and building(s) thereon, and have a clear and comprehensive knowledge of the Work required under this Contract and of all working conditions.

I/We are in a position to commence the Work of this Contract immediately upon receipt of the Owner's direction, and to complete the Work in \_\_\_\_\_ weeks.

I/We expressly warrant that the prices contained in my/our Bid are quoted in the utmost good faith on my/our part without any collusive arrangement or agreement with any other person or partnership or corporation.

I/We expressly warrant that I/we are not party or privy to any deceit tending to mislead the Owner into accepting my/our Bid as a truly competitive Bid whether to the prejudice, injury or benefit of the Owner.

## 2 ALTERNATE PRICES

I/We propose the following alternate products in lieu of those specified and agree that if any are accepted by the Owner the Bid stated in Article 1 of this Bid Form will be modified as indicated. I/We list herewith a description of each proposed alternate and cost effect on the Stipulated Price:

| Section | Product Specified | Proposed Alternate | Add To Stipulated Price | Deduct From Stipulated Price |
|---------|-------------------|--------------------|-------------------------|------------------------------|
|         |                   |                    |                         |                              |
|         |                   |                    |                         |                              |
|         |                   |                    |                         |                              |
|         |                   |                    |                         |                              |
|         |                   |                    |                         |                              |

I/We acknowledge that each of the above proposed alternates are subject to the written approval by the Consultant.

## 3 SUBCONTRACTORS

I/We submit the names of our proposed sub-Contractors from whom sub-bids were received, and upon which my/our Bid is based.

I/We agree that the following sub-contractors will be used to perform the Work of this Contract, that no changes from this list will be permitted without the express written approval of the Owner, and that all have been investigated to confirm their reliability and competence to carry out the Work in accordance with the Contract Documents.

| TRADE                              | COMPANY |
|------------------------------------|---------|
| Excavation and Backfill ~ Subtrade |         |
| Siteworks ~ Grass Sod Restoration  |         |
| Concrete work                      |         |
| Asphalt Paving                     |         |
| Electrical Subtrade (Division 16)  |         |

**4 SIGNATURES AND SEAL**

CONTRACTOR'S NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEAL:

AUTHORIZED SIGNATURES:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**End of Section**

**1 GENERAL**

- 1.1 Unless specified otherwise, the following instructions shall apply to all sections of this Specification.
- 1.2 Conform to Contract Documents.
- 1.3 Study all Contract Documents to determine extent of Work required by your Section upon which Work of other Sections depend.
- 1.4 Further to requirements of the Contract, Contractor shall promptly upon becoming aware of circumstances which may require a change in the Work or other directions, give written notice to the Consultant outlining such circumstances and requesting his written directions. Do no work in the affected area, or that would prevent the Consultant and his sub-consultants from properly assessing the situation or evaluating the change, without his prior written approval. The Consultant shall act promptly to give Contractor directions so the Work is not unreasonably delayed.
- 1.5 Maintain in good condition and order on Site one copy of all:
- (a) Contract Drawings and Specifications;
  - (b) Addenda;
  - (c) Shop Drawings;
  - (d) Change Notices;
  - (e) Change Orders;
  - (f) Change Directives;
  - (g) Other Modifications to the Contract Documents (Memos, Site Instructions, etc.);
  - (h) Product Data and Manufacturer's Installation and Application Instructions;
  - (i) Reference Standards;
  - (j) Inspection Reports;
  - (k) As-built Specifications and Drawings.

Keep available for inspection by Consultant.

- 1.6 All communication for the duration of the Work shall be through the Consultant.

**2 SCHEDULE OF WORK**

- 2.1 Contractor shall follow schedule of Work set forth in Section 00100, Instructions to Bidders, in individual Sections of this Specification and requirements set forth herein.
- 2.2 Prior to commencing Work, mutually agree, with Owner, on Work sequence which will cause minimum interference with daily operation of Strathclair Park, and will best accommodate the facility's Staff and User Groups.

**3 CITY'S CONTRACTOR PRE-QUALIFICATION PROGRAM**

- 3.1 The successful Bidder will be required to meet all requirements of the City's Contractor Pre-Qualification Program, prior to the commencement of on-site work on this project. Details of the Program requirements may be obtained by contacting the City's Human Resources Department at 705-759-5361.
- 3.2 Bidders are encouraged to have completed, or be in the process of completing this requirement prior to submitting a Bid.

- 3.3 It is the responsibility of the successful Bidder to ensure that all sub-contractors engaged for on-site work on this project, are also in compliance with the requirements of the City's Contractor Pre-Qualification Program.

#### **4 GENERAL CONTRACTOR DESIGNEE**

- 4.1 The contractor that submits Bid, shall be considered the 'General Contractor' for this project, shall be responsible to fulfil the entire scope of work of the project as described and indicated on all Drawings and Specifications, including carrying Costs for the following:
- 4.2 Bonding, Insurance, and permit requirements.
- 4.3 Coordination and Scheduling of entire project and respective subtrades.
- 4.4 All demolition and removals.
- 4.5 Obtain underground locates for both private and utility mechanical, electrical, and telecom services.
- 4.6 All Concrete work, sidewalk repair, and Excavation/Backfilling.
- 4.7 All required miscellaneous Carpentry and Civil Work.
- 4.8 All site works c/w related sodding, asphalt repair, and restoring site back to its original condition prior to construction.
- 4.9 All coordination, arrangements, & scheduling with the SSM PUC Services Inc., for high voltage work.
- 4.10 All Electrical Work, including new exterior LED Field Lighting system setup & commissioning.
- 4.11 All Cash and Contingency Allowances.

#### **5 CASH ALLOWANCES**

- 5.1 Include in the Contract Price a stipulated sum of **\$ 30,000** (Thirty Thousand Dollars and no cents). This is an aggregate (sum) of the following individual items:
- 5.2 Structural Base Testing and Site inspections to review structural Conformance to design, including associated disbursement costs. \$ 5,000.00
- 5.3 SSM PUC Services Inc. costs associated with new High Voltage Installation work, including all High Voltage wiring, terminations, hydro pole work, H.V. permit, and supply & installation of new cabling within Contractor's new u/g concrete encased ductbank. \$ 25,000.00
- 5.4 Cash Allowances, unless otherwise specified, cover the net cost to the Contractor of services, products, construction machinery and equipment, freight, handling, disposing, unloading, storage, installation, and other authorized expenses incurred in performing the Work.
- 5.5 The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowance.

- 5.6 Expenditure from the Cash Allowances may be made only upon receipt of an authorized Change Order.
- 5.7 Unexpended Portion of the Cash Allowances shall revert to the Owner on completion of the project.
- 5.8 Inspection and Testing: Shall be carried out only on the instructions of the Consultant.
- 5.9 HST is not included in the Cash Allowance.

## **6 CONTINGENCY ALLOWANCE**

- 6.1 CONTINGENCY ALLOWANCE: - Include in the Contract Price a stipulated sum contingency allowance of **\$10,000** (Ten Thousand Dollars and no cents).
- 6.2 Do not include in the Contract Price, additional sums for products, installation, overhead or profit.
- 6.3 Expenditure from the Contingency Allowances may be made only upon receipt of an authorized Change Order, issued by Consultant.
- 6.4 Unexpended Portion of the Contingency Allowances shall revert to the Owner on completion of the project.
- 6.5 HST is not included in the Contingency Allowances.

## **7 ITEMIZED PRICES:**

- 7.1 (none)

## **8 EXISTING PREMISES**

- 8.1 Before entering existing premises to carry out Work or to obstruct or take out of use any area of existing premises, or to cause any other interference, request approval from Owner in order to reach agreement as to time and length of time you may interfere, possess, obstruct or remove from use any such area or services.
- 8.2 Execute Work to cause minimum interference with activities in existing premises and maintain maximum safety to occupants. Take reasonable measures to minimize and control noise, dirt and dust during Work.
- 8.3 Ensure existing building is not left without heat during heating season. Provide sufficient temporary heat during transition periods to ensure building and normal daily operations are not adversely affected.
- 8.4 Ensure continuity of all mechanical, electrical and life safety systems during the building's normal hours of operation. Schedule unavoidable shutdowns for a time and day acceptable to Owner who shall be given minimum of 48 hours notice of such proposed shutdowns.
- 8.5 Include in Stipulated Price for Work to be carried out outside normal construction working hours including clean up necessary for proper functioning of existing building.

- 8.6 Stipulated Price shall include all costs necessary to accommodate requirements set forth herein.

## **9 SAFETY & COORDINATING WITH OCCUPANTS**

- 9.1 Throughout construction the existing premises will remain occupied and facilities used by the General Public & User Groups, and maintained by City Staff. All Construction Work is to be planned and executed in such a manner as to cause none (or the least amount) of interference with normal facility activity & use throughout the project, and maintain absolute safety of the facility User Groups, City Staff, and visitors.
- 9.1 At no time shall Construction activity disrupt and/or interfere with using the facility. All work that might cause disruptions and/or interfere with facility use, shall be completed after the normal 'summer' baseball & soccer facility use period is completed for the season (approximately August 31<sup>st</sup>, 2017). At no time shall Construction activity disrupt and/or interfere with the Public and User Groups.
- 9.2 Any work that is to be conducted prior to August 31, 2017; is subject to approval from Consultant and Owner.
- 9.3 Contractor to erect and maintain safety fencing and barricades around all areas of work and excavation, to ensure a usable and safe environment for all.
- 9.4 Safety and security of the Owner's property and the User Groups, is not to be compromised by construction activity.
- 9.5 Cooperate with the Owner in developing suitable security measures. Responsibility and costs associated with providing a safe working environment is the Contractor's sole responsibility.

## **10 STANDARDS**

- 10.1 Where reference is made to Standards, conform to edition of Standards specified or, if not specified, to latest edition as amended and revised to date of Bid closing.
- 10.2 If requested provide a copy of such Standards on Site.
- 10.3 If there is question as to whether any product or system is in conformance with applicable Standards, the Consultant reserves the right to have such products or systems tested to prove or disprove conformance.

## **11 EMPLOYMENT STANDARDS**

- 11.1 Comply with the provisions of the Workers' Compensation Act.
- 11.2 Comply with the provisions of the Vacation with Pay Act.
- 11.3 Comply with the regulations of the Employment Insurance Commission of Canada.

## **12 BUILDING CODES**

- 12.1 Comply with the latest edition of The Building Code Act as amended, the latest edition of the Ontario Building Code as amended and the regulations and by-laws of other authorities having jurisdiction including latest amendments thereto all hereafter referred to as Codes. Where Codes or Contract Documents do not cover a particular requirement which is covered by the latest edition of the Ontario



Building Code, conform to requirements of the National Building Code of Canada. Where Specifications and/or Drawings exceed Code requirements satisfy such additional requirements.

- 12.2 Where a material is designated in Contract Documents for a certain application, unless otherwise specified, that material shall conform to the standards set forth in Codes. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards set forth in Codes. Where specific requirements for a material are not specified for a certain use select from choice offered in Codes.
- 12.3 Modifications to the project must not reduce the requirements of Codes.
- 12.4 Conform to local bylaws and inspection procedures which amend or expand upon the requirements of Codes.

### **13 SUBDIVISION OF WORK**

- 13.1 These Specifications have been divided into Divisions and Sections of Work according to the accepted standards of Construction Specifications Canada.
- 13.2 These Specifications do not necessarily convey the entire scope of Work to be performed under this Contract. Thoroughly scrutinize the Drawings to determine the entire scope of Work. The Drawings may have references to specific portions of Work being performed by one or more Sections of the Specifications.
- 13.3 The Contractor shall have sole responsibility to determine subdivision of material, labour and services necessary to complete the Work to the specified standards of the Contract Documents.

### **14 COORDINATION**

- 14.1 Ensure that all Sections examine the Site, Existing Building, Specifications, Drawings and Bid Documents.
- 14.2 The Contractor shall be responsible for ensuring that all prices submitted to formulate the Contract Price include the total requirements of the Bid Documents.
- 14.3 Coordinate Work of each Section as required for satisfactory and expeditious completion of Work. Take field dimensions where required. Take into account existing installations to assure best arrangements of components in available space. Consult with Owner/Consultant before commencing Work in critical locations. Fabricate and erect Work to suit field dimensions and field conditions.
- 14.4 Provide forms, templates, anchors, sleeves, inserts and accessories required to be fixed to or inserted in Work. As applicable set them in place or instruct related Sections as to their location.
- 14.5 Coordinate progress of Work, progress schedules, submittals, use of Site, temporary utilities and construction facilities.
- 14.6 Examine the Work of all Sections during construction and ensure that the total intended performance is satisfied.
- 14.7 Pay cost of extra Work caused by, and make up time lost as the result of failure to comply with these requirements at proper time. Sections which damage the Work of other Sections shall pay for

replacement of damaged Work which, in the Consultant's opinion cannot be repaired. The Replacement shall be made by the Section that performed the original Work.

- 14.8 Co-operate with authorities having jurisdiction for inspection of project Work.

## **15 EXAMINATION**

- 15.1 The Contractor affirms that before Bidding, he/she did examine the Site and Building thereon to ascertain the extent and nature of all conditions affecting the performance of the Work including the locations of all concealed services which may have to be protected, removed or relocated, access and egress to and from the Site and obstacles of interference.
- 15.2 The Contractor affirms that before Bidding, he/she did examine the Specifications, Drawings, and other Bid Documents thoroughly. It shall be assumed that the Contractor thoroughly understands these documents, including those particular items about which questions have been asked and written instructions given.
- 15.3 Examine Work upon which your Work depends. Report in writing defects in such Work. Commencement of your Work shall be deemed acceptance of Work upon which your Work depends.
- 15.4 Drawings are, in part, diagrammatic and are intended to convey scope of Work and indicate general and approximate location, arrangement and sizes of fixtures, equipment, ducts, piping, conduit, outlets and similar items. Obtain more accurate information about locations, arrangement and sizes from study and coordination of Drawings, including shop drawings and manufacturers' literature and become familiar with conditions and spaces affecting these matters before proceeding with Work. Inform the Consultant of conflicting installations. Install as agreed to by Consultant.
- 15.5 Dimensions shown on the Contract Documents for thickness of materials are nominal only. Verify actual job site sizes and, when dimensions are not available, various Sections shall agree to conditions prior to fabrication.
- 15.6 Where the proposed Contract Documents refer to material or equipment in the singular, it is intended that such references shall apply to as many numbers as required to complete the Work.
- 15.7 Where job conditions require reasonable changes in indicated locations and arrangements, make such changes with approval of Consultant at no additional cost to the Owner.
- 15.8 Install and arrange fixtures, equipment, devices, and conduit to conserve as much headroom and space as possible, and avoid interference and obstruction of access. Observe good installation practice for safety, access, maintenance and follow manufacturer's recommendations. Make changes to comply with these requirements at no additional cost to the Owner.
- 15.9 If requested by the Consultant, and before their installation, relocate equipment, services, openings and other work at no additional cost to the Owner provided such relocation involves only reasonable minor adjustments.

## **16 ENVIRONMENTAL REQUIREMENTS**

- 16.1 Summer Conditions: Trades shall perform their Work to historical practices, manufacturers' instructions or referenced Standards required to protect against changes in project environment caused by summer conditions, including, but not limited to, consideration of:

- (a) expansion and contraction;
- (b) dehydration.

Special instructions may be issued by the Consultant when, in his opinion, the trades are not taking the necessary precautions and these instructions shall be fulfilled at no additional cost to the Owner.

- 16.2 Winter Conditions: Trades shall perform their work to the historical practices, manufacturers' instructions or referenced Standards required to protect against changes in project environment caused by winter conditions, including, but not limited to, consideration of:

- (a) expansion and contraction;
- (b) freezing and thawing.

As applicable, the General Contractor shall provide temporary facilities to combat winter conditions for, but not limited to, the following:

- (a) earthwork;
- (b) concrete;
- (c) masonry;
- (d) roofing.

Temporary facilities shall include, but are not limited to:

- (a) enclosures/wind barriers;
- (b) heat;
- (c) water/admixtures;
- (d) extra supervision.

Special instructions may be issued by the Consultant when, in his opinion, the Contractor is not taking the necessary precautions, and these instructions shall be fulfilled at no additional cost to the Owner.

## 17 TEMPORARY FACILITIES

- 17.1 Provide temporary facilities in order to execute Work expeditiously. Remove from Site upon completion of Work.
- 17.2 Erect hoarding to protect any building occupants, general public, workers, and public & private property from injury or damage. Contractor shall be responsible for security and safety of all hoarding.
- 17.3 Provide weathertight enclosures over openings into building. Seal off areas of roof where Work is incomplete.
- 17.4 Provide dust tight screens to localize dust generating activities and to protect any building occupants, general public, workers, and finished areas of Work.
- 17.5 Public washrooms may be used by Contractors. Maintain in clean condition.
- 17.6 Furnish, install and maintain for duration of Work all required scaffolding, tarpaulins, barricades, canopies, warning signs and other temporary construction necessary for proper execution of the Work in compliance with applicable safety standards and regulations.

**18 MATERIALS, PLANT AND EQUIPMENT**

- 18.1 Materials, plant and equipment specified shall form basis of Bid and Contract. Where more than one brand or manufacturer is named in Specifications or on Drawings, the choice is Bidders/Contractors provided all requirements of Specifications and Drawings are met.
- 18.2 Materials or equipment specified without 'or equivalent' clauses or similar wording following the name of the material or product shall be supplied without substitution.
- 18.3 Materials, plant and equipment shall be new, not damaged or defective, and shall be of best quality compatible with Specifications for purpose intended. If requested, provide evidence as to type, source and quality. Remove and replace defective products, at own expense, regardless of previous inspections, and be responsible for delays and expenses caused thereby.
- 18.4 Defective products, whenever identified prior to the completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Remove and replace products at own expense and be responsible for delays and expenses caused by rejection.
- 18.5 Should any dispute arise as to the quality or fitness of products, materials, equipment and articles, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.
- 18.6 Unless otherwise indicated in the Specifications, maintain uniformity of manufacture for any particular or like item throughout the project.
- 18.7 Trade-marks and labels shall not be visible in the finished work except:
- (1) identification tags to obtain mechanical or electrical data for operation, maintenance and/or replacement;
  - (2) labels designating test compliance for fire safety such as ULC markings.
- 18.8 Replace factory finished equipment, or parts thereof, whose paint finish is damaged and cannot be reasonably remedied by paint touch-up.
- 18.9 The Contractor shall use all products in strict accordance with manufacturer's directions, except where specified otherwise. When specific reference to manufacturer's directions or instructions is made in Specifications, upon request, submit copies of said instructions or directions or both for approval before commencing Work.
- 18.10 Material which is incorporated into the project that is not specifically named, or for which no performance standards are set, shall suit the quality standards intended by definitely-named materials.

**19 DELIVERY, STORAGE AND HANDLING**

- 19.1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify the Consultant of such in order that substitutions or other remedial action may be considered in ample time to prevent delay in Performance of Work.
- 19.2 In the event of failure to notify the Consultant at commencement of work, and should it subsequently appear that Work may be delayed for such reason, the Consultant reserves the right to substitute more

readily available products of similar character, at no increase in Contract Price.

- 19.3 The Contractor will be required to order, and have delivered to the Site, all materials required for the project, as soon as shop drawing approvals are received.
- 19.4 Handle and store packaged materials in original, undamaged containers with manufacturers' labels and seals intact. Handle and store materials in accordance with manufacturers' and suppliers' recommendations and in manner to prevent damage to materials during storage and handling. Open for delivery inspection and re-package until required for use. Retain and assemble packing slips. Reject materials damaged in transit, and replace materials damaged on Site.
- 19.5 Permission to store construction materials and equipment on Site is at the discretion of the Owner. All materials and equipment permitted to be stored on Site, shall be placed neatly and safely at locations directed by the Owner.
- 19.6 Provide adequate weather-tight sheds or enclosures with raised floors for storage of materials, tools and equipment which are subject to damage by weather, or subject to theft or vandalism.
- 19.7 Store cementitious products clear of earth or concrete floors, and away from walls.
- 19.8 Keep sand, when used for mortar, clean and dry. Store on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- 19.9 Store sheet materials and lumber on flat, solid supports and keep clear of ground. Allow sufficient space for circulation of air with special precautions taken to:
- (a) prevent fire;
  - (b) prevent warping / deformation / delamination.

Slope to shed moisture.

- 19.10 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from Site daily. Take every precaution necessary to prevent spontaneous combustion.
- 19.11 Do not structurally overload:
- (a) existing / new structures;
  - (b) falsework;
  - (c) temporary facilities.

Make good at no expense to the Owner, any damage resulting from overloading.

- 19.12 Keep storage areas tidy at all times.
- 19.13 Remove and replace damaged products at own expense, and to satisfaction of the Consultant.

## **20 SUPERINTENDENCE**

- 20.1 The Contractor shall appoint a competent foreman or superintendent to ensure proper coordination and supervision of all trades. This foreman or superintendent shall be on the Site every working day, continuously during working hours until the final completion of the project. "ON AGAIN, OFF AGAIN" PROGRESS OF CONSTRUCTION WILL NOT BE TOLERATED .

- 20.2 The Contractor shall request and ensure that the trades employ satisfactory supervisors for their respective Work.

## **21 CONCEALMENT OF WORK**

- 21.1 Conceal conduits, pipes, ducts, tubing, wiring and other such items in wall and ceiling construction of finished areas. If in doubt as to method of concealment, or intention of Contract Documents, request clarification from Consultant before proceeding with Work in question.
- 21.2 Lay out electrical and mechanical Work well in advance of concrete placement and furring installation to allow for proper concealment.
- 21.3 Test and inspect Work before it is concealed, and/or before applying pipe covering.

## **22 LINES, LEVELS AND DIMENSIONS**

- 22.1 Lay out work in accordance with lines, levels and dimensions shown on Drawings. The Contractor shall confirm existing lines and grade levels.
- 22.2 Verify all lines, levels and dimensions referenced on the Drawings and report discrepancies to the Consultant for direction prior to commencement of Work.
- 22.3 Layout and define walls as a guide for trades and check layout with trades prior to their commencement of Work.
- 22.4 Consult with the Consultant the actual locations of non-dimensioned items.
- 22.5 Relocation of items as a result of failure to comply with the above shall be performed without additional cost to the Owner.
- 22.6 Ensure that all new Lighting Poles and respective bases are installed 'level' and straight.

## **23 GENERAL WORKMANSHIP, PROTECTION AND MAKING GOOD**

- 23.1 Do Work in accordance with best industry practice for type of Work unless Contract Documents stipulate more precise requirements. Workmanship shall be executed by workers experienced and skilled in their respective trades for which they are employed. Do not employ any unfit person or anyone unskilled in their respective trade. The Consultant reserves the right to require the dismissal of workers deemed incompetent, careless, insubordinate or otherwise objectionable. Immediately notify the Consultant if required Work is such as to make it impractical to produce required results.
- 23.2 Do Work in neat and careful manner to retain Work plumb, square, and straight. Decisions as to the quality or fitness of workmanship in cases of dispute, rest solely with the Consultant whose decision is final.
- 23.3 Ensure Work is properly related to form close joints and appropriately aligned junctions, edges and surfaces and is free of warp, twist, wind, wave or other irregularities.
- 23.4 When required by Specifications or by manufacturer's recommendations, have manufacturer, supplier or accredited agent, inspect Work which incorporates their products.



- 23.5 Do not permit materials to come in contact with other materials whether in presence of moisture or otherwise, if conditions will result in electrolysis, corrosion, stain, discolouration or deterioration of completed Work. Provide compatible, durable separators where such contact is unavoidable.
- 23.6 Trades shall be responsible for protecting their own Work in storage, during handling and installation, and once in place.
- 23.7 Trades shall protect the Work of other trades while performing their own Work.
- 23.8 Adequately protect trowelled concrete floors and finished flooring from damage. Take special measures when moving heavy loads or equipment over them. Keep floors free of oils, grease or other materials likely to damage them, discolour them or affect bond of applied finishes.
- 23.9 If tape or strippable coatings are used to protect finished metal surfaces, do not allow them to become baked on or to thermoset.
- 23.10 Perform remedial work required to repair or replace the parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.
- 23.11 Damaged Work shall be made good by those performing original Work, but at expense of those causing damage.

## **24 FASTENINGS**

- 24.1 Supply appropriate fastenings, anchors, accessories and adhesives required for fabrication and erection of Work.
- 24.2 Unless specified otherwise use exposed fastenings and accessories of same texture, colour and finish as product being fastened.
- 24.3 Use metal fastenings of same material as metal component being fastened, or of metal which will not set up electrolytic action and cause damage to fastening or metal component under moist conditions. In general use noncorrosive or hot dip galvanized steel anchors occurring on or in exterior wall or other exterior locations, unless a higher standard is shown or specified.
- 24.4 Fastening devices or adhesives shall be of appropriate type, used in sufficient quantity and in such manner to provide positive, permanent fastening which will not shift, work loose or fail due to vibration or other causes resulting from normal use. Install anchors at spacings to provide required load/stress carrying capacity.
- 24.5 Lay out fastenings neatly, evenly spaced and aligned. Keep exposed fastenings to minimum.
- 24.6 Supply adequate instructions and templates and, if necessary, supervise installation where fastenings or accessories for your Section are required to be built into Work of other Sections.
- 24.7 Do not use fastenings which will cause spalling, cracking, deformation or deterioration of material being fastened by or to.
- 24.8 Do not use impact driven fastening devices without approval. Take stringent safety precautions when using such fastenings. Use only low velocity plunger-type devices.
- 24.9 Use adhesives specified, or if not specified, as recommended by manufacturer of materials involved,

compatible with materials to be joined, and effective in forming a permanent bond of adequate strength.

- 24.10 Use screws, nails, staples and other similar driven fasteners suitable for materials to be joined and to conditions under which they will be installed and used. Ensure that in finished Work, fasteners are sized to take durable hold under stress to be encountered without damage to, or weakening of, elements secured together and that fastenings will not corrode or cause staining of exposed surfaces.
- 24.11 Do brazing or soldering to form durable connections of strength adequate to resist stresses to be encountered without deformation of elements joined. Prepare base metals and use methods and materials to ensure clean joint and to prevent staining, corrosion, discolouration, deformation or other damage to finished Work.
- 24.12 Do welding of steel and/or aluminum to latest edition of CSA Standard for material and methods, unless specified otherwise. Have welding done by industry certified tradesmen.

## **25 ACCESSORIES**

- 25.1 Provide accessory items or materials required, such as brackets, cleats, connectors, sealants, lubricants, cleaners, protection, and similar items, whether specified or not, so that Work is complete and will perform as required.

## **26 CUTTING, PATCHING AND FIRESTOPPING**

- 26.1 Schedule and coordinate Work to minimize cutting, patching and firestopping.
- 26.2 Cut, patch, firestop and make good to accommodate Work and to leave Work in finished condition. Cutting in this sense shall mean actual cutting of components to allow new components to pass through or to provide new openings. Cutting shall not mean mere drilling of holes to accommodate screws, anchors, bolts or other fasteners as such. Such drilling is part of Section's installation function.
- 26.3 Use workers qualified in work being cut, patched and firestopped to ensure that it is correctly done.
- 26.4 Do not cut, drill or sleeve load-bearing members without obtaining written approval for each condition.
- 26.5 Cut holes carefully, leaving clean holes no larger than required, after they are located by Sections requiring them.
- 26.6 Make cuts with clean, true, smooth edges to tolerances required and in conformance with industry practice for applicable class of Work. Make patches undetectable in finished Work.
- 26.7 General Contractor shall be responsible for all cutting, patching and firestopping of all holes & openings larger than 6" (150 mm) in diameter. Each respective subtrade shall be responsible for all cutting, patching, and firestopping for all holes & openings less than or equal to 6" (150mm) in diameter.

## **27 PENETRATIONS OF OBSTRUCTIONS**

- 27.1 Sleeves shall be provided for service lines or other built-in materials passing through floors, ceilings and walls of:
- (a) concrete, and;
  - (b) masonry.

- 27.2 Sleeves shall be supplied and co-ordinated by the trade whose material penetrates, but installed by the constructor of the obstruction.
- 27.3 Lintels necessary to support loading above penetrations through concrete or masonry obstructions shall be supplied by the trade whose material penetrates, unless noted otherwise, and installed by the constructor of the obstructing assembly.
- 27.4 Patch the space between the sleeve and the hole provided to meet the same standards of material or assembly penetrated. Fill to full depth.
- 27.5 Where penetrations occur in areas without lower ceilings, install escutcheon plates to cover the resultant patching.
- 27.6 Fill remaining space between sleeve and penetrating material with:
- (a) fire-resistive material conforming to CAN4-S115-M "Standard Method of Fire Tests of Firestop Systems" in obstructions which are firewalls;
  - (b) materials to generally match construction in all other places with allowances for movement.
- 27.7 Fire-resistive materials used as fill shall not reduce required fire-resistance ratings.
- 27.8 Refer to specific trade Sections where more stringent requirements may be specified.

## **28 FIRE SEPARATIONS/FIREWALLS**

- 28.1 Where new services pass through fire separations/firewalls, the Contractor shall be responsible to provide the necessary closures, seals and patching in order to maintain the integrity of the grade of separation to the approval of local authorities having jurisdiction and/or Consultant.

## **29 SAFETY REQUIREMENTS**

- 29.1 All installation, material handling and associated equipment shall conform to and be operated in conformance with the guidelines outlined by the 'Workplace Hazardous Materials Information System' (WHMIS), the Ministry of Labour and the Occupational Health and Safety Association (OHSA) and to all other applicable codes, acts, regulations and authorities.
- 29.2 Comply with federal, provincial, local and Owner fire and safety requirements.
- 29.3 Advise Owner whenever work is expected to be hazardous to Staff, User Groups, or general public.
- 29.4 Provide and maintain in working order, suitable Underwriters' labelled fire extinguishers and locate in suitable positions, to approval of Owner and authorities having jurisdiction.
- 29.5 Provide safety helmets for Owner, Consultant, sub-consultants and any other authorized visitors to Site, if required.
- 29.6 Protect general public, staff, and those employed in Work from injury. The Contractor shall include for all costs necessary to comply with all safety standards.

## **30 WASTE DISPOSAL**

- 30.1 During construction, each trade shall remove from the Site debris caused by their Work. Do not burn

or bury debris on Site. Keep Site and Building, including concealed spaces, free from accumulation of dirt, garbage and excess material. Remove waste from premises at close of each day, or more often if required.

- 30.2 The Contractor shall enforce the requirements of this Specification, regulatory authorities and specific requests which the Owner and/or Consultant may issue. Obtain and pay for permits from authorities having jurisdiction for disposal of waste and debris as required.
- 30.3 Bulk containers for collecting debris which the Contractor or subcontractors may provide shall:
- (a) be placed in a convenient area not obstructing access to or the use of the Site;
  - (b) be covered or otherwise protected;
  - (c) be emptied when full, but at a time convenient to the Owner.
- 30.4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for road traffic.

### **31 MANUFACTURERS' DIRECTIONS**

- 31.1 Except where specified otherwise, use each product in strict accordance with manufacturer's published or written instructions, specifications or recommendations regarding handling, storage, preparation, environmental conditions, ancillary products or accessories, methods of installation, protection, cleaning, and clearances to combustibles. Submit copy of such instructions, and indicate if and where there is a discrepancy between them and requirements of Specifications and obtain direction.
- 31.2 Notify the Consultant in writing, of conflicts between the Specifications and manufacturer's instructions, so that a suitable course of action may be established.
- 31.3 Improper installation or erection of products, due to failure to comply with these requirements, authorizes the Consultant to require removal and re-installation at no increase in Contract Price.

### **32 EXISTING SERVICES**

- 32.1 Before commencing Work, Contractor to obtain locates of all private and utility mechanical, electrical, & telecom services, and establish location & extent of all existing services (underground and above) in area of Work.
- 32.2 Whenever it is necessary to cut, interfere with, or connect to existing services or facilities, do so at hours and times acceptable to Owner and/or governing authorities, with minimum disturbance to occupants, pedestrian and vehicular traffic, and public and private property.
- 32.3 Submit schedule and obtain approval from Owner and/or governing authority for each proposed shut-down of active service or facility. Adhere to approved schedule and provide notice to affected parties.
- 32.4 If unknown services are encountered, immediately notify Consultant or governing authority and confirm findings in writing and/or on Drawings. Stake location. Obtain written direction from Consultant or governing authority if such services require cutting, capping or relocation to do the Work.

### **33 OWNER INSPECTIONS**

- 33.1 In addition to field review by the Consultant and sub-consultants, the Owner shall have access to the work to view progress.

#### **34 NON-PAYMENT**

- 34.1 Notify the Consultant in writing if payments are not made when due. Failing such notice, the Consultant will assume that payments have been duly made.

#### **35 SYSTEMS DEMONSTRATION**

- 35.1 Prior to final inspection, demonstrate operation of each new system to the Owner and Consultant.
- 35.2 Make an allowance for minimum **two 2.0 hour** long sessions, unless otherwise specified. One of these sessions shall be conducted in the evening (dusk), to review Field illumination levels and luminaire aiming. Contractor to be prepared to make adjustments as required.
- 35.3 Instruct personnel in the operation, adjustment, programming, and maintenance of equipment and systems, using provided operation and maintenance data as the basis for instruction.
- 35.4 Provide a summarized maintenance chart of all systems to Owner/Consultant, identifying all items, their location, and indicating frequency per year for cleaning, replacement, testing, etc.

#### **36 PROJECT MEETINGS**

- 36.1 To enable orderly review during progress of the work, and to provide for systematic discussions of problems, the Consultant will conduct project meetings throughout the construction period.
- 36.2 Meetings will be scheduled to include an Owner's Representative.
- 36.3 Agenda Item: To the maximum extent possible, advise the Consultant at least 24 hours in advance of project meetings of all items to be added to the agenda.
- 36.4 Minutes: The Consultant will compile minutes of each project meeting and will furnish one copy to the Contractor. The Contractor may make and distribute other copies as they wish.
- 36.5 Meeting Schedule: Except as noted below for PreConstruction Meeting, project meetings will be held approximately every two to three weeks, or as required.
- 36.6 Meeting Locations: Normally meetings will be held at the job site.

#### **37 SHOP DRAWINGS AND SUBMITTALS**

- 37.1 It is Consultant's preference to use an "electronic" shop drawing submittal and review process.
- 37.2 Otherwise, general contractor to submit to Consultant, six (maximum of 6 only) copies of submittals listed with reasonable promptness and in an orderly sequence so as to not cause delay in the Work.
- 37.3 Work affected by the submittal shall not proceed until review is complete.
- 37.4 Contractor to review submittals and shop drawings prior to submission to the Consultant. This review

represents that necessary requirements have been determined and verified, or will be, and that each submittal or shop drawing has been checked and coordinated with the requirements of the Work and the Contract Documents.

- 37.5 Contractor to verify field measurements and affected adjacent Work are coordinated.

## **38 OPERATING MAINTENANCE MANUALS**

- 38.1 Two weeks prior to Substantial Performance of the Work, submit to the Consultant, three copies of operating and maintenance manuals.
- 38.2 Manuals to contain 'operational information' on equipment, cleaning, testing, and lubrication schedules, overhaul and adjustment schedules, and similar maintenance information.
- 38.3 Include with manuals, project warranties (based upon date of Substantial Completion), extended warranty information, all equipment shop drawings, Inspection & Verification Reports, Final ESA Certificate, Marked-up in 'RED' As-Built Drawings, and related information.
- 38.4 Bind contents in a three-ring, hard-covered binder. Organize contents into applicable categories of work, parallel to the project specification Sections.

## **39 SCHEDULES**

- 39.1 Submit initial schedule within 15 days of the award of Contract.
- 39.2 Maintain the schedule with monthly updates, and/or as required or requested by Consultant.
- 39.3 Due to lead times, project timelines, and deadline for project completion; it is the intention that immediately upon award of contract, Contractor shall arrange for shop drawings of new LED lighting and poles, and submit as soon as possible, along with any other long lead time materials/equipment, so that the shop drawings can be reviewed/returned by Consultant, and materials ordered.

## **40 CLOSE-OUT**

- 40.1 Upon completion of Work, remove from Site all tools, equipment, surplus materials, scrap, debris and waste.
- 40.2 Visually inspect all exterior surfaces and remove all traces of excess asphalt, sealant, smudges and other foreign matter. Remove splashed materials from new/existing surfaces. Existing surfaces shall be left in same condition as prior to execution of Work of this Contract.
- 40.3 Visually inspect all interior surfaces and clean as required. Existing surfaces shall be left in same condition as prior to execution of Work of this Contract.
- 40.4 Procedures concerning Substantial Performance of the Contract and Completion of the Project shall be in accordance with the latest edition of OAA/OGCA Document No. 100 Take-over Procedures.

## **41 WARRANTY**



- 41.1 The warranty period will start at the date of the Certificate of Substantial Completion of the Work, except for specific items of Work identified by the Consultant, as not having been completed at the date of Substantial Performance, for which the guarantee period will start from the date of the Certificate of Deemed Completion.
- 41.2 Unless otherwise indicated, Contractor shall warranty all materials, equipment, and workmanship provided under this contract, for a minimum period of two years from the date of Substantial Completion, including all related labour, material, & associated travel costs during this warranty period.
- 41.3 All LED field lighting, including luminaires, and related controls / hardware, shall have a minimum 10 year warranty.
- 41.4 All LED field lighting steel poles to be galvanized, and shall have a minimum 10 year warranty against any form of corrosion.

**End of Section**

**1 GENERAL****1.1 RELATED WORK DESCRIBED ELSEWHERE**

1.1.1 General Instructions Section 010510

**1.2 RELATED WORK**

1.2.1 All line voltage wiring, controls, and all power / control conduit & outlet box systems, shall be by Division 16.

1.2.2 All related high voltage work shall be by SSM PUC Services Inc., as described in the documents and allowed for under the Cash Allowances.

**1.3 SCOPE OF WORK**

1.3.1 This Contractor shall provide all labour, equipment, materials and services required for supplying, installing, testing, and putting into operation all the new Electrical Work involved with the addition of new 347/600V Electrical Service#2, new Exterior LED Lighting System for the existing Slowpitch Baseball Field 'A', as well as the new underground PVC conduit stubs for future Exterior Lighting Systems for existing Parking Lots #1 & #2; all as per the following, and/or as indicated on Drawings.

1.3.2 Supply & install new **Surge Protection Device** (SPD#1) on the new Main Incoming Electrical Service. Proper installation as per manufacturer's installation requirements, must be verified & confirmed in writing from SPD manufacturer's Representative.

1.3.3 Provide all required conduit systems, wiring, teck cabling, circuit breakers, grounding systems, surge protection, and related accessories, all as per Electrical Equipment Schedules, as outlined on Drawings, and/or as specified herein.

1.3.4 Provide all line voltage wiring, and complete conduit and outlet box Systems for all Electrical Systems, Equipment, devices, and lighting; ~ all **c/w pull wires**, all as required and/or as outlined on Drawings. Use EMT for interior, and PVC for exterior. All exterior conduits penetrating (up or down) ground, shall be installed complete with conduit **expansion sleeves**.

1.3.5 This contractor shall carry all costs associated with the required structurally reinforced concrete support bases, c/w required backfilling and restoring final grade finishes to match existing conditions prior to construction, for all the new exterior lighting systems.

1.3.6 Contractor to excavate for new electrical trenches, backfill with compacted granular 'A' (sand) around ducts as detailed, continue backfilling with compacted native soil, c/w required burial tape, and restore final grade to match existing grass, concrete, or asphalt paving finishes.

1.3.7 All grass areas shall be restored and repaired using a minimum of 4" deep black earth (loam) and rolls of grass sod. Contractor will be responsible to water and maintain grass repairs for a minimum of 3 months after initial installation, to ensure healthy growth and successful planting.

1.3.8 Provide proper grounding provisions for all new electrical installations (i.e. New pad mounted transformer TX-1, new switchboard, all exterior light standards, etc.).

- 1.3.9 This contractor is responsible for all costs associated with obtaining **'locates'** for all existing above or underground electrical, telecom, piping, and other miscellaneous **private or utility services**, prior to any excavation or installation work.
- 1.3.9.1 Any damage and/or repair costs to existing above or underground services, shall be the responsibility of this contractor.
- 1.3.10 Throughout construction the existing premises will remain occupied and facilities used by the General Public & User Groups, and maintained by City Staff. All Construction Work is to be planned and executed in such a manner as to cause none (or the least amount) of interference with normal facility activity & use throughout the project, and maintain the safety of the facility User Groups, City Staff, and visitors.
- 1.3.10.1 All work that might cause disruptions and/or interfere with facility use, shall be completed after the normal 'summer' baseball & soccer facility use period is completed (approximately August 31<sup>st</sup>, 2017).
- 1.3.10.2 At no time shall Construction activity disrupt and/or interfere with the Public and User Groups. All work to be scheduled and approved by Consultant and Owner.
- 1.3.11 All cutting and patching of all openings up to and including 150 mm (6") shall be by respective Section. Sealing of walls, floors, ceilings shall be pre-formed with respective materials and approved Systems suitable for the penetration.
- 1.3.11.1 Where applicable, penetration through any fire rated walls or floors, shall be sealed with ULC Listed Materials and Systems for the application, all as per Consultant, O.B.C., and local Inspection Department approval.
- 1.3.11.2 Acceptable Product: 3M Firemaster (Thermal Ceramics) Listed Products and Systems suitable for the application; Hilti Fire Protection; or equivalent.
- 1.3.11.3 Each Section shall submit **Shop Drawings of products and methods of all 'Firestopping Products'** to be used, and respective approved "Firestop System(s)", which will be use per application.

#### 1.4 **EXAMINATION**

- 1.4.1 Tenderers are advised to carefully examine all Drawings and Specifications and be satisfied that work can be satisfactorily carried out without changes to building, as required and as shown on these Drawings. Report at once any defect or interference affecting work of these Sections, and do not proceed until satisfactory conditions are corrected.

#### 1.5 **CODES**

- 1.5.1 Refer to Division 1 and Ontario Electrical Safety Code based upon CSA C22.1-02 or latest Edition.
- 1.5.2 Work in accordance with these drawings and specifications, meet the latest requirements of Canadian Electrical Code, and latest applicable Municipal, PUC, and O.B.C. regulations. The code, regulations, statute, by-law or this specification having most stringent requirement

applies.

- 1.5.3 Note that requirements of latest edition of the Ontario Building Code are to be adhered to, which includes requirements of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2010 - Energy Standard For Buildings Except Low-Rise Residential Buildings.

## 1.6 STANDARDS OF MATERIALS

- 1.6.1 The materials and equipment used in construction of this building shall meet requirements of Ontario Building Code and ASHRAE Standard 90.1-2010.
- 1.6.2 New materials and equipment are specifically described and named in this specification for purpose of establishing a standard of materials and workmanship.
- 1.6.3 New materials required for performance of work shall be best of their respective kinds and of a uniform pattern throughout the work.
- 1.6.4 Where a manufacturer's name is used and is noted as '**shall be**', Tender Price shall be based on use of materials or equipment for name mentioned. Alternates to listed equipment will **NOT** be accepted.
- 1.6.5 **Acceptable Products** means that an item named and specified by catalogue number **meets Specification in all aspects** regarding performance, quality of material and workmanship, and is acceptable to Consultant. All proposed equipment shall meet same standards as the listed product(s).

## 1.7 SHOP DRAWINGS

- 1.7.1 It is this Consultant's preference to receive shop drawings 'electronically'.
- 1.7.2 Otherwise, contractor to submit six (6 only) copies of shop drawings in accordance General Instructions. Show on shop drawings, details of construction, dimensions, capacity, weight and electrical performance characteristics of equipment or material. Where applicable, include wiring, single line, and schematic diagrams.
- 1.7.3 All lighting system shop drawings shall also include computational analysis and calculated illumination levels (in Footcandles) for the new Slowpitch Field 'A' LED lighting system. Consultant can provide electronic copy of drawings for these areas upon request.

## 1.8 OPERATION AND MAINTENANCE DATA

- 1.8.1 Submit operation and maintenance data in accordance with General Instructions.
- 1.8.2 Include in the manuals, information based on the following requirements:
- 1.8.3 Operation and maintenance instructions to be sufficiently detailed with respect to design elements, construction features, component function and maintenance requirements to permit effective start-up, operation, maintenance modification and expansion of any portion or feature of installation.

**1.9 DEFINITIONS**

1.9.1 The following are definitions of terms and expressions used in the specification:

1.9.1.1 "Inspection Authority" means Electrical Safety Authority (ESA).

1.9.1.2 "Electrical Code" means Canadian Electrical Code CSA C22.1-02 or code in force at project location.

1.9.1.3 "Indicated" means as shown on contract drawings or as noted in contract documents.

**1.10 E.S.A. PERMIT AND INSPECTION**

1.10.1 Contractor required to obtain all necessary electrical permits and inspections for all electrical work associated with this project.

1.10.2 Obtain a Certificate of Acceptance from Electrical Safety Authority (ESA) on completion of work and submit copy to Consultant, as well as include in Project Data Booklets. Consultant will carry out inspections and prepare deficiency list for action by Contractor, during, and upon completion of project.

**2 PRODUCTS****2.1 GENERAL**

2.1.1 Equipment and material to be new CSA certified or special Hydro approval, manufactured to minimum standards quoted, but incorporating additional specified requirement.

2.1.2 Manufacturer's nameplates and CSA labels to be visible and legible after equipment is installed.

2.1.3 Control panels and component assemblies to be shop manufactured.

2.1.4 Use regular material and equipment available from regular production of manufacturer.

2.1.5 This contractor shall coordinate KAIC rating requirements with other subtrades to ensure all equipment provided, match building electrical service KAIC requirements.

**2.2 INTEGRATED EQUIPMENT RATING**

2.2.1 Downstream panelboards must be either Fully Rated, or Integrated Equipment Rated with the upstream protective device.

2.2.2 For Integrated Equipment Rated panelboards, each panel must be labelled to indicate:

2.2.2.1 tested *IER* kA rating.

2.2.2.2 specific upstream protective device.

2.2.2.3 permissible branch devices.

2.2.2.4 panelboard designation.

2.2.2.5 voltage.

2.2.3 Contractor / Supplier shall be responsible to provide above information as part of the Electrical panelboard & circuit breaker Shop Drawing submission.

### 2.3 MAIN SWITCHBOARD

2.3.1 Power System: 600Y/347V - 3 Ph - 4W - 60Hz - 3 Phase Wye - 35kA SYMS SCCR - copper bus bars.

2.3.2 Switchboard to be surface wall / pad mounted c/w lockable door, 'Drip Hood' shield, complete with minimum 35 kAIC breakers, as well as all required conduits, wiring, grounding and bonding systems. Refer to Electrical Panel Schedules and Electrical Single Line Diagram drawings.

2.3.3 Switchboard to be rated for 400A-347/600V-3Ph-4W, but shall be fused at 350A/3P, as indicated on Drawings.

2.3.4 Switchboard Distribution Section (Panel 'AA') to have each branch identified by permanent number identification as to circuit number, phase, voltage and matching interrupting capacity.

2.3.5 Panel 'AA' mains shall be suitable for bolt-on circuit breakers.

2.3.6 Finish trim and door baked grey enamel with locking device and keys.

2.3.6.1 Acceptable Product: Schneider Electric Square'D' ~ MDS series; or equivalent.

### 2.4 PANELBOARD: ~ New Panel 'A'.

2.4.1 Power System: 600Y/347V - 3 Ph - 4W - 60Hz - 3 Phase Wye - 35kA SYMS SCCR - copper bus bars.

2.4.2 Power Panelboard to be surface wall mounted panels c/w lockable door, 'Drip Hood' shield, complete with minimum 35 kAIC breakers, as well as all required conduits, wiring, grounding and bonding systems. Refer to Electrical Panel Schedule and Electrical Single Line Diagram drawing for further details.

2.4.3 Panelboard to be rated for 125A-347/600V-3Ph-4W, but shall be fused at 60A/3P, as indicated on Drawings.

2.4.4 Panelboard to have each branch identified by permanent number identification as to circuit number, phase, voltage and matching interrupting capacity.

2.4.5 Panelboard to have main, number of circuits, and number and size of branch protection as indicated.

2.4.6 Panelboard to have main breaker as indicated on Drawings.

2.4.7 Panelboard main suitable for bolt-on circuit breakers.



2.4.8 Finish trim and door baked grey enamel with locking device and keys.

2.4.9 Provide driphood (sprinkler-proof) provisions for all surface mounted panels.

2.4.10 All panelboards to have door with latch and lock.

2.4.10.1 Acceptable Product: Schneider Electric Square'D' ~ NQ series; or equivalent.

## 2.5 BREAKERS

2.5.1 Use common-trip breakers with single handle for multiple applications, with minimum 35 kAIC breakers, all as per Panel Schedule and Electrical Single Line Diagram.

2.5.2 Use bolt-on or plug-in molded case circuit breaker (Thermal Magnetic, unless otherwise indicated), quick make and break type, for manual and automatic operation with temperature compensation for 40°C ambient and matching interrupting capacities.

2.5.3 All circuit breakers 50A/3P and larger, shall be adjustable electronic type, and shall be setup and commissioned by factory-trained certified Field Technician, to reduce the "Instant Energy" as much as possible (i.e. lower Calories/cm<sup>2</sup>), without causing any nuisance tripping.

2.5.4 Provide the following Square'D' I-Line 600 Vac Branch Breakers (as applicable):  
50A - 3P & larger: Square'D' #RK series @ 65kA (Electronic Trip); or equivalent.  
3A to 45A - 3P: Square'D' #HL series @ 50kA (Thermal Magnetic); or equivalent.

2.5.4.1 OTHER ACCEPTABLE MANUFACTURERS: Cutler/Hammer, Siemens, FPE.

## 2.6 LIGHTING

2.6.1 Refer to "Luminaire Schedule" and Lighting Pole detail schematics on the Drawings MPE6 & MPE7, for Light Fixture and light pole standard specifications.

### 2.6.2 LED Field Lighting - Design Performance Requirements:

2.6.2.1 Design must meet or exceed IES class IV design for a Softball Field, after 50,000 hours, to provide at minimum: (30 footcandle Infield / 20 footcandle Outfield).

2.6.2.2 Design of new Field Lighting must have all provisions and accessories to expand system to an IES class III design for a Softball Field, after 50,000 hours for a: (50 footcandle Infield / 30 footcandle Outfield);

2.6.2.3 Design shall be energy efficient, and based upon a minimum efficacy of 110 (lpw) lumens per watt.

2.6.2.4 Design of new LED Field Lighting system, shall incorporate built-in remote wireless RF interface capability to allow for programming, updates, adjustment, monitoring, and future expansion.

2.6.2.5 Supplier/Contractor to submit shop drawings and photometric footcandle layouts

demonstrating design achievement for both IES class III and IV design for the Softball Field.

### 2.6.3 LED Field Lighting - Product Requirements:

- 2.6.3.1 Luminaire must be UL Certified for wet locations at an operating temperature range rating between -40°C and +55°C.
- 2.6.3.2 Luminaire must be 3r<sup>d</sup> party NEMA 4X certified based on NEMA 250 standards for external icing, hose-down, and 200-hours salt spray test.
- 2.6.3.3 Luminaire must be 3r<sup>d</sup> party tested and certified to UL 844 vibration requirements.
- 2.6.3.4 Luminaire must be 3r<sup>d</sup> party tested and certified to ANSI C136.31, 3G vibration requirements.
- 2.6.3.5 Luminaire must be IP66 certified tested to IEC 60598-1 standards to meet dust-tight and powerful water jet-proof test.
- 2.6.3.6 Luminaire shall have a Correlated Color Temperature (CCT) of 5600K with a tolerance of ±300K, and a CRI of >68.
- 2.6.3.7 Luminaire shall be third-party verified to be flicker free at super slow motion speeds up to 2400 FPS and use pulse width modulation greater than 18 Khz with a flicker index rating <.06.
- 2.6.3.8 Luminaire shall have lumen depreciation, L70 rating, greater than 100,000 hrs certified through independent Testing (i.e. CREE Tempo-24 Testing, or equivalent).
- 2.6.3.9 Luminaire shall include an integrated and thermal isolated power supply with wide input range 240VAC-480VAC, no remote ballast solutions are permitted. Integrated power supply shall have the following features:
  - 2.6.3.9.1 Efficiency - Greater than 95% from 240VAC to 480VAC with full load applied.
  - 2.6.3.9.2 Hold Up Time – Greater than 25msec.
  - 2.6.3.9.3 Restrike Time - Less than 3.0sec to meet UL924 Emergency Lighting requirements.
  - 2.6.3.9.4 Thermal Sensors – Monitor temperature readings of critical components, and self-protect when conditions exceeded, and report conditions wirelessly to remote site.
  - 2.6.3.9.5 Ultra Low Standby Power – Less than 0.20% Standby power consumed with primary output disabled.
  - 2.6.3.9.6 In-field Upgradable – remote wireless interface to program and update firmware/software.
- 2.6.3.10 Luminaire must have a fully integrated health telemetry capability, through RF wireless communications. The following metrics at a minimum must be continuously monitored and reported on a remote computer with the ability to print out reports: Life Time Run Hours; Life Time Power Consumed; Power Supply Temp; Peak Power Supply Temp; Average Current; Peak Current; Input Voltage; Peak Input Voltage; Average Power; and Life Time Watt Hours.

- 2.6.3.11 Luminaire shall weigh less than 50lbs, including power supply, shade, bracket, and RF system.
- 2.6.3.12 Luminaire shall have an EPA less than 1.4 ft<sup>2</sup>.
- 2.6.3.13 Luminaire shall have a power factor greater than 0.98 @ 277VAC and 0.97 @480AVC.
- 2.6.3.14 Luminaire shall have a THD (Total Harmonic Distortion) Less than 10% at 240VAC with full load and less than 14% at 480VAC at full load.
- 2.6.3.15 Luminaire must have an integrated pressure and humidity sensor.
- 2.6.3.16 Luminaire must have an integrated accelerator for aiming, commissioning, and feedback on light positioning.
- 2.6.3.17 Luminaire shall include custom lensing injection molded from optical grade, impact resistant lens with a UV additive to provide more than 25 years of long-term sunlight exposure.
- 2.6.3.18 Luminaire lensing shall be TIR (Total Internal Reflection) based.
- 2.6.3.19 Luminaire shall be constructed as a single pressure cavity vessel system. Enclosure shall include a breathable vent for pressure fluctuation reduction and increased seal life.
- 2.6.3.20 Aluminum shall be chromate conversion coated and then two-stage architectural grade powder-coated for long term resistance to corrosion and UV exposure.
- 2.6.3.21 Luminaire shall include separate control cards to current balance each LED array into no less than 5 strings for effective lifetime management.

## 2.7 SURGE PROTECTION DEVICE

- 2.7.1 Provide and install an external Surge Protection System on the new Main Electrical Service, providing highest level of protection with lowest let-through voltage, with optional component level fusing (where indicated), form C dry relay contacts and audible alarm with silence button, two suppression technologies, UL 1283 Tracking Filter, **30-year unlimited Free Replacement Warranty**, All Modes of Protection, <1 nanosecond response time, Standard Monitoring, 200 kAIC Short Circuit Current Rating, and interconnected using low impedance cabling (where indicated).
- 2.7.2 Consult with Manufacturer's representative for proper type, details and installation instructions.
- 2.7.3 Install the surge protection device as **close** to 'main bus' as possible, ensuring the shortest length of wire leads as possible, as per SPD manufacturer's recommendations. Make allowance to locate and position new electrical equipment as required to accommodate proper installation of SPD along the side panelboard.

2.7.4 If new SPD unit can not be installed close to main bus of panel (to approval of SPD manufacturer), then contractor to allow to Supply & Install a #6 AWG **Low Impedance Cabling** (LIC). Contractor to confirm final length of LIC with Supplier, and/or custom cut & terminate LIC cabling on site.

2.7.5 SPD installation must meet approval of manufacturer/supplier. Contractor will be required to **submit letter** to Consultant from manufacturer's Rep, confirming that each SPD installation has been reviewed and completed as per manufacturer's installation requirements and standards.

#### 2.7.6 STANDARDS

2.7.6.1 The specified system shall be designed, manufactured, tested and installed in compliance with the following codes and standards:

2.7.6.1.1 Institute of Electrical and Electronic Engineers (ANSI/IEEE C62.11, C62.41, C62.45).

2.7.6.1.2 American National Standards Institute.

2.7.6.1.3 Federal Information Processing Standards Publication 94 (FIPS PUB 94).

2.7.6.1.4 National Electrical Manufacturer Association (NEMA LS-1 1992 Peak Current Testing).

2.7.6.1.5 National Fire Protection Association (NFPA 70, 75 and 780).

2.7.6.1.6 MIL Standard 220A Method of Insertion Loss Measurement.

2.7.6.1.7 National Electric Code.

2.7.6.1.8 Underwriters Laboratories UL 1283 and UL 1449 (3rd edition).

2.7.6.1.9 Canadian Standards (cETL).

2.7.7 Surge Protection Devices (SPD) shall be as indicated on project drawings. SPD shall be separate from panelboard. Integral SPD shall not be acceptable. SPD's shall be certified to UL 1283 and UL1449 Third Ed. Type 1 for use in Type 1 and Type 2 locations.

2.7.8 **MAIN ELECTRICAL SERVICE SWITCHBOARD PROTECTION:** Unless otherwise indicated, the Peak Surge Current Rating shall be no less than 240 kA per phase (80kA per mode) c/w surge counter, enhanced transient filtering, and Low impedance cabling. The device shall be component level fused (no per-phase cartridge fusing) and rated as a Main switchboard surge protector, including:

2.7.8.1 ANSI/IEEE C62.41-1991 Measured Limiting Voltage

2.7.8.1.1 B3/C1 Impulse (6kV, 3kA)

| Voltage (Voltage Code)    | L-N   | L-G   | L-L   | N-G   |
|---------------------------|-------|-------|-------|-------|
| 120/208 (3Y208)           | 502V  | 627V  | 864V  | 568V  |
| 347/600 (3Y600)           | 1090V | 1144V | 2017V | 1155V |
| 600V (3Ph Delta 3W + Grd) |       | 1763V | 1737V |       |

**C3 Impulse (20kV, 10kA)**

| Voltage (Voltage Code)    | L-N   | L-G   | L-L   | N-G   |
|---------------------------|-------|-------|-------|-------|
| 120/208 (3Y208)           | 907V  | 1173V | 1267V | 1090V |
| 347/600 (3Y600)           | 1537V | 1707V | 2470V | 1800V |
| 600V (3Ph Delta 3W + Grd) |       | 2420V | 2203V |       |

**UL Voltage Protection Ratings**

| Voltage (Voltage Code)    | L-N   | L-G   | L-L   | N-G   |
|---------------------------|-------|-------|-------|-------|
| 120/208 (3Y208)           | 800V  | 800V  | 1200V | 800V  |
| 347/600 (3Y600)           | 1500V | 1500V | 2500V | 1500V |
| 600V (3Ph Delta 3W + Grd) |       | 2000V | 2000V |       |

2.7.8.2 **SPD#1** - For new Main Electrical Service Switchboard: 400A-600V- 3Ph./3W-60 rated; Surface Mounted; fed with 60A/3P circuit breaker; Peak Surge Current Rating of 240 kA per phase.

2.7.8.2.1 Acceptable Product: Total Protection Solutions 'ServiceTrack' #TK-ST240-600NN-L-B-F; or equivalent.

**2.8 CONDUIT AND BOXES****2.8.1 Conduit Fastenings**

2.8.1.1 Provide one hole steel straps to secure surface conduits 2"(50 mm) and smaller. Use two hole steel straps for conduits larger than 2"(50 mm).

**2.8.2 Conduit Fittings - General**

2.8.2.1 Provide fittings manufactured for use with conduit specified.

2.8.2.2 Provide factory "bends" where 90° bends are required for 2"(50 mm) and larger conduits.

2.8.2.3 Provide watertight type connectors and coupling for EMT.

**2.8.3 Outlet and Conduit Boxes - General**

2.8.3.1 4"(100 mm) square or larger outlet boxes as required for special devices.

2.8.3.2 Gang boxes where wiring devices are grouped.

2.8.3.3 Blank coverplates for boxes without wiring devices.

**2.8.4 Sheet Steel Outlet Boxes**

2.8.4.1 Galvanized steel single and multi-gang flush device boxes for flush installation, minimum size 3"x 2"x 1-1/2"(75 mm x 50 mm x 38 mm, unless otherwise indicated. Use shallow type boxes for exterior walls. 4"(100 mm) square outlet boxes when more than one conduit enters one side with extension and plaster rings as required.

2.8.4.2 Galvanized steel utility boxes for outlets connected to surface mounted EMT conduit, minimum size 4"x 2"x 1-1/2"(100 mm x 50 mm x 38 mm).

2.8.4.3 4"(100 mm) octagonal outlet boxes for lighting fixtures.

## 2.8.5 Exterior Wall and Cold Ceiling Outlets

2.8.5.1 Outlet boxes shall be equipped with vapour proof plastic boxes to fit over.

2.8.5.2 Plastic boxes shall be used on the interior of exterior walls to prevent infiltration of cold air and condensation.

## 2.9 MISCELLANEOUS ELECTRICAL DEVICES & EQUIPMENT

2.9.1 Refer to Drawings for additional specifications and requirements for other miscellaneous electrical equipment, contactors, timeclocks, and other miscellaneous devices.

## 3 LIGHTING CONTROLS ~ SEQUENCE OF OPERATION

3.1 Final setup of time period for the (24Hr / 365 days) electronic programmable timeclock to be determined with Owner/Consultant at later date, during the Owner Demo/Training Session. Assume that timeclock will need to be programmed based upon weekly anticipated use and need, throughout the calendar year.

3.2 During the occupied time period for the Slowpitch Field 'A' Timeclock (T/C#1), when an "Authorized Person" enters the 'pass code' into the W.P exterior lighting keypad, and the exterior Photocell Controller agrees that ambient light conditions require LED Lighting illumination; the Field 'A' lighting will activate and shall remain ON for the duration of the timeclock (+/- 4 to 5 hours), and then automatically turn off.

3.3 The lighting control contactor shall be enabled to manually over-ride the automatic lighting controls (i.e. Timeclock, keypad, photocell), when the respective contactor "selection switch" is utilized.

## 4 EXECUTION

### 4.1 INSTALLATION

4.1.1 Provide mounting and supports required for safe installation to Consultant's satisfaction, as per manufacturer's recommendations, and all to meet latest requirements of E.S.A.

4.1.2 Contractor to locate and arrange new electrical panel, equipment, & controls in a stacked and compact-like fashion, so as to accommodate & allow for future additional panels/contactors to be installed for future Parking Lot lighting upgrades, and future additional Slowpitch Field lighting upgrades.

4.1.3 Shop finish metal enclosure surfaces by removal of rust and scale, cleaning, application of rust



resistant primer inside and outside, and at least two coats of finish enamel.

- 4.1.4 Clean and touch-up surfaces of shop-painted equipment scratched or marred during shipment or installation, to match original paint.

#### **4.2 LABELLING AND IDENTIFICATION**

- 4.2.1 Identify all Electrical Services, electrical Equipment and disconnects, using phenolic plastic laminate, machine engraved black plates, white lettering. Wording on nameplates to be approved by Consultant, prior to manufacture. In addition, clearly indicate respective electrical panel and circuit feed. Securely fasten labelling mechanically (adhesive is not sufficient).
- 4.2.2 Provide clear P-Touch labelling c/w black type-written lettering on the inside of the light standard wiring hand hole pullbox; - clearly identifying the Light Standard and indicating the respective electrical panel and circuit.

#### **4.3 WIRING IDENTIFICATION**

- 4.3.1 Provide permanent indelible identifying markings, either numbered or coloured plastic tapes, on both ends of phase conductors of feeders. Colour code wiring to Canadian Electrical Code, Section 4. Maintain identification system at all junction boxes, splitters, cabinets and outlet boxes.
- 4.3.2 **NOTE:** Every Junction Box must be identified with circuit numbers with P-Touch labeling on cover plates and wire markers on inside of boxes.

#### **4.4 LOCATION OF OUTLETS AND EQUIPMENT**

- 4.4.1 Location of outlets, junction boxes or disconnects of equipment indicated may be changed by Consultant at no extra cost or credit, providing distance does not exceed 10 feet, information is given before installation, Consultant considers it to be reasonable, and construction is similar. Check direction of door swings on site. Locate light switch controls (i.e. sensor/switches) on latch side of doors. Make necessary adjustments when interior finish is completed.

#### **4.5 PROTECTION**

- 4.5.1 Protect exposed live equipment such as panel mains and outlet wiring during construction for personnel safety. Shield and mark all live parts "LIVE-120 VOLTS", or with appropriate voltage.
- 4.5.2 Provide permanent Shock and Arc Flash protection warning label provisions and required PPE, on all applicable equipment, to comply to the Ontario Electrical Code Rule 2-306.

#### **4.6 CONDUIT, SLEEVES AND HOLES**

- 4.6.1 Install conduit, and sleeves prior to pouring of concrete.
- 4.6.2 Holes through exterior walls to be flashed and made weatherproof.
- 4.6.3 Install cables, conduits and fittings neatly and close to building structure so that necessary

furring can be kept to minimum.

- 4.6.4 All EMT (or PVC) conduit and wiring shall be run 'plumb, parallel, & true' to existing building lines. Contractor to conceal all wiring and conduit runs as much as possible.

#### **4.7 INSULATION RESISTANCE TESTING**

- 4.7.1 Megger all large circuits, main power feeders, and main pieces of equipment up to 600V, with a 1000V instrument. Ensure that resistance to ground is not less than that required by Code before energizing.

#### **4.8 CLEANING**

- 4.8.1 Clean construction materials from all exposed wiring devices, enclosures, tubs, cabinets, coverplates, outlets, luminaires, poles, etc. At time of final cleaning, clean all lamps, reflectors, lenses, light standard poles / brackets, and other lighting surfaces that have been exposed to construction dust and dirt.

#### **4.9 FIELD CONDITIONS**

- 4.9.1 Exact dimensions and locations of equipment shall be checked and verified in the field. Without additional charge or expense to the owner, make necessary changes to accommodate structural conditions and/or existing interferences. Notify the Consultant immediately and secure their authority in writing for such revisions before proceeding. Changes and alterations required by an Inspector of Authority shall be carried out without additional cost to the Owner.

#### **4.10 WORKMANSHIP**

- 4.10.1 First class workmanship only will be accepted, and will be deemed to include safety, efficiency, durability and neatness of detail. When electrical work is being carried out, this must be done under the direction of at least one licensed journeymen electrician who shall at all times be on the job site.

#### **4.11 SYSTEM DEMONSTRATION**

- 4.11.1 Contractor will be required to demonstrate the use and maintenance of the installed lighting and lighting control system to the Owner (in the presence of the Consultant).
- 4.11.2 Allow a minimum of two 2-hour long sessions.
- 4.11.3 One of these sessions shall be conducted in the evening (dusk), to review & verify Field illumination levels and luminaire aiming. Contractor to be prepared to make adjustments as required.
- 4.11.4 Contractor will be responsible to coordinate and arrange this Demo/Training session, providing at minimum 72 hours advanced notice, so that all required Staff and personnel can be scheduled.

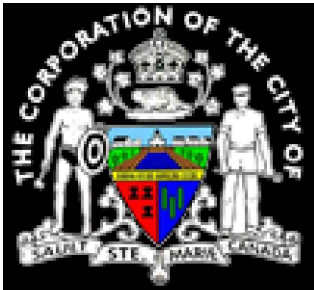
**4.12 WARRANTY**

- 4.12.1 The Project Warranty period shall commence on established day of Substantial Completion of the overall project.
- 4.12.2 All equipment and systems supplied & installed under this Division, shall be complete with a minimum 2 full year parts & labour warranty (including associated travel costs) during the Warranty period; unless a further extended warranty period has been indicated.
- 4.12.3 All LED lighting and poles shall be complete with a minimum 10 year warranty.

**END OF SECTION**

**STRATHCLAIR PARK**  
**ELECTRICAL & EXTERIOR**  
**LIGHTING UPGRADE (2017)**

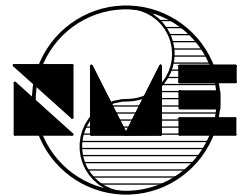
SECOND LINE E. & BLACK ROAD  
SAULT STE MARIE, ONTARIO  
FOR



**The CORPORATION of the CITY**  
**of SAULT STE. MARIE**

**CITY FILE NO. #: 2017CDE-CS-PK-01-T**  
**PROJECT NO. #: P1046.1**

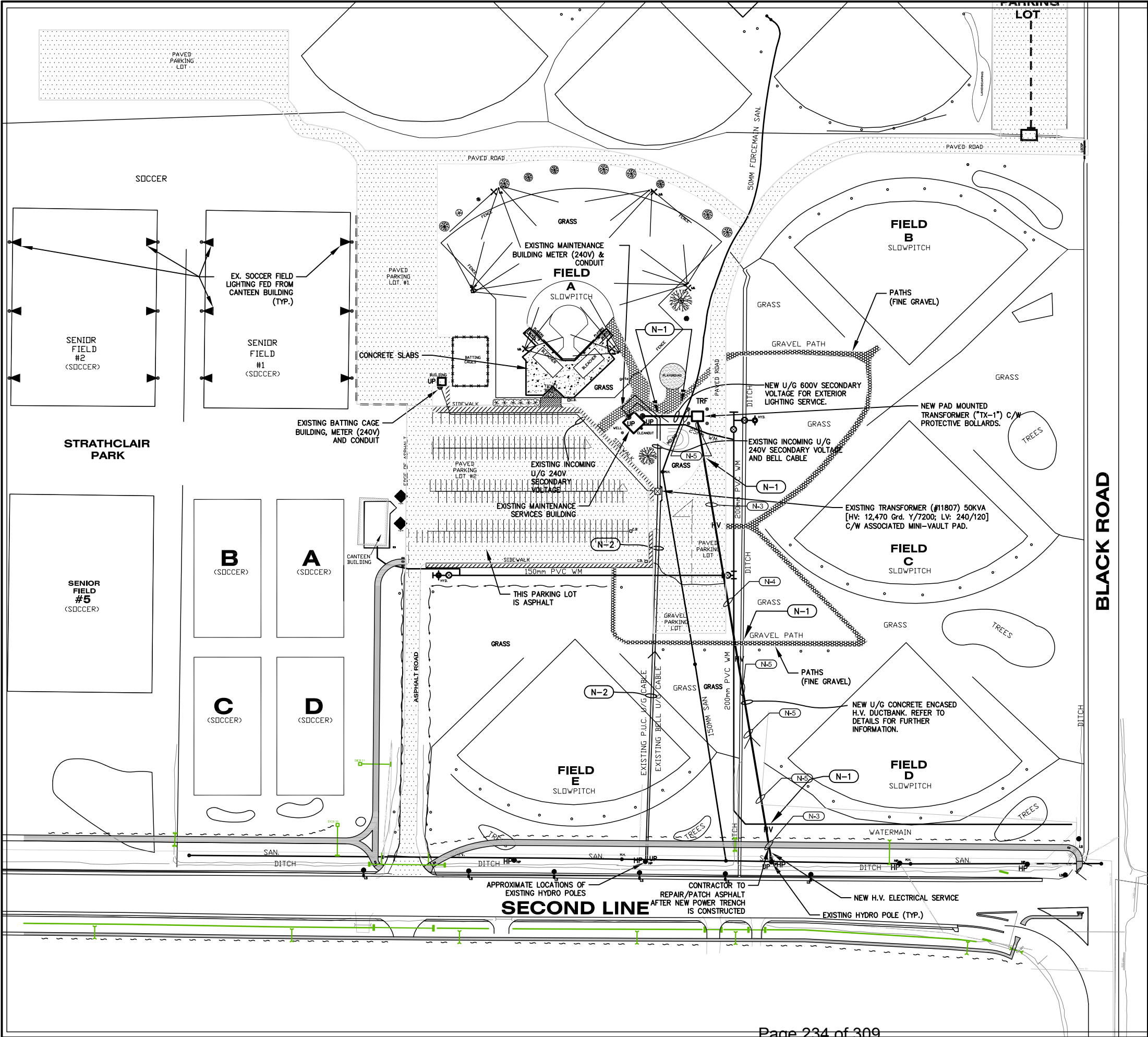
CONSULTANT  
**NOR MECH ENGINEERING INC.**  
MECHANICAL & ELECTRICAL CONSULTING



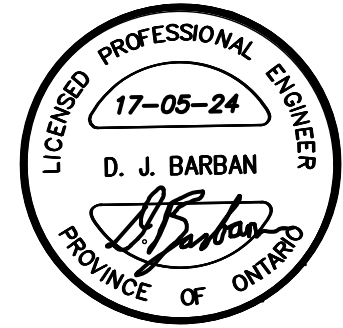
1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
TEL: (705) 942-0114  
FAX: (705) 942-0181

**DRAWING LIST**

|                                                                            |                                                                    |                                                           |
|----------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------|
| MPE0 – PARTIAL SITE PLAN EXISTING/NEW ELECTRICAL LAYOUT                    | MPE4 – MAINTENANCE BUILDING EXISTING/REMOVAL/NEW ELECTRICAL LAYOUT | S1r1 – STRUCTURAL LIGHT POLE FOUNDATION SECTION AND NOTES |
| MPE1 – PARTIAL SITE PLAN NEW ELECTRICAL/LIGHTING LAYOUT BASEBALL FIELD "A" | MPE5 – PANEL SCHEDULES & SWITCHBOARD ELEVATION                     |                                                           |
| MPE2 – ELECTRICAL SINGLE LINE DIAGRAM                                      | MPE6 – LUMINAIRE SCHEDULE AND DETAILS                              |                                                           |
| MPE3 – TRANSFORMER & DUCTBANK DETAILS                                      | MPE7 – LIGHTING POLE BASE DETAILS                                  |                                                           |



- DRAWING NOTES:**
- (N-1)** CONTRACTOR TO OBTAIN "LOCATES" PRIOR TO ANY DIGGING. CARE SHOULD BE EXERCISED IN THESE AREAS WHERE NEW H.V. DUCTBANK AND THE NEW SECONDARY ELECTRICAL SERVICE HAS TO CROSS EXISTING WATER, SEWER, AND OTHER TELECOM/ELECTRICAL SERVICES. (TYPICAL).
  - (N-2)** EXISTING INCOMING U/G DIRECT BURIED (3'-0" BELOW GRADE) ELECTRICAL SERVICE (PRIMARY VOLTAGE & BELL CABLE)
  - (N-3)** REMOVE SECTION OF EXISTING ASPHALT PAVEMENT, TO ACCOMMODATE TRENCHING, AND BACKFILL, COMPACT, AND PROVIDE NEW ASPHALT PAVING TO MATCH EXISTING.
  - (N-4)** TEMPORARILY REMOVE EXISTING FINISHED GRAVEL SURFACE MATERIAL, AND REPLACE AFTER TRENCHING & ELECTRICAL WORK IS COMPLETE.
  - (N-5)** TEMPORARILY REMOVE EXISTING GRASS TO ACCOMMODATE ELECTRICAL TRENCHING, AND THEN RE-INSTALL SALVAGED GRASS C/W SUPPLEMENTAL LOAM AND GRASS SEED, TO RETURN AREA BACK TO ITS ORIGINAL CONDITION.



PROJECT:  
**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**  
FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

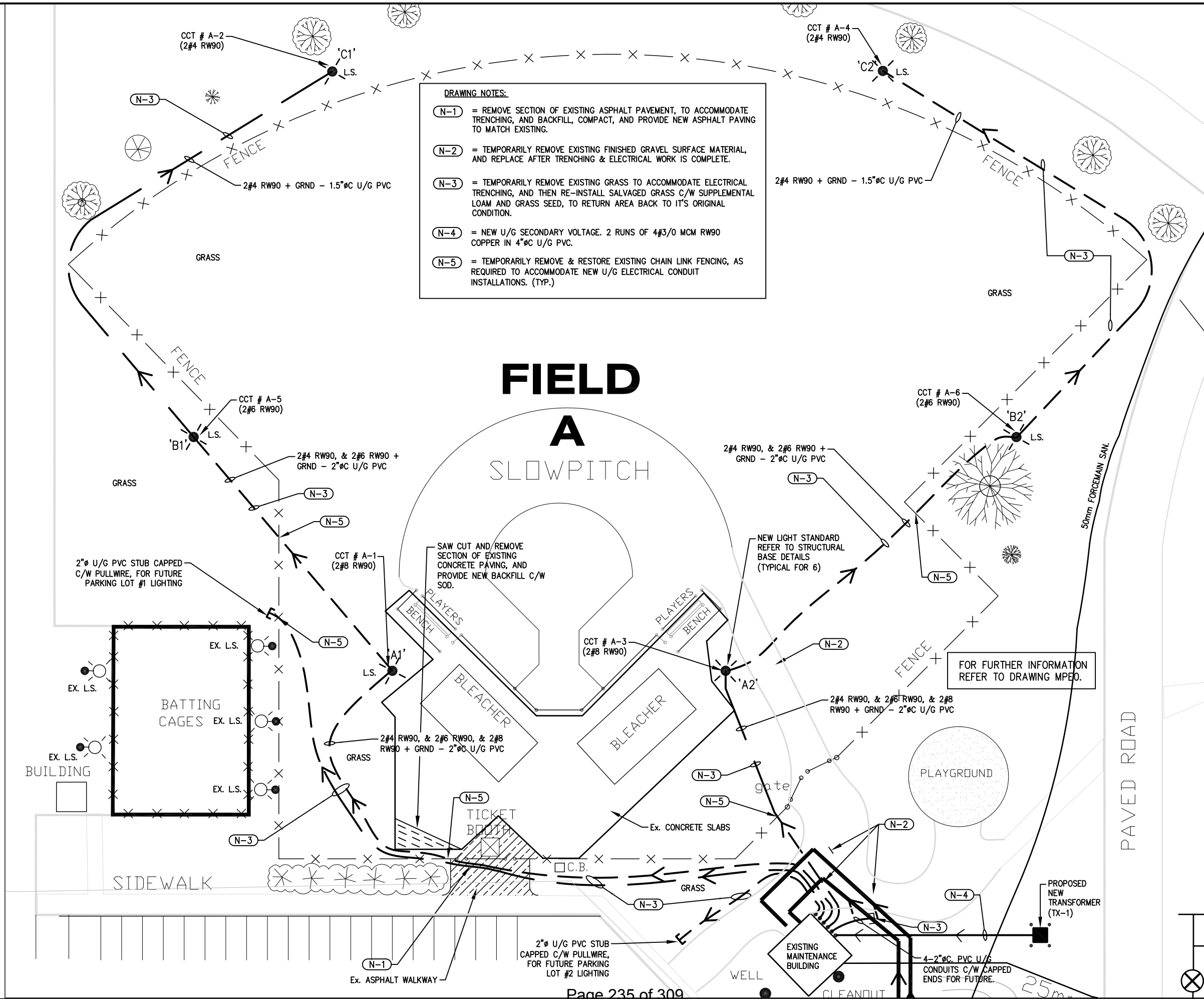
LOCATION  
  
**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

|      |          |      |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
| DATE | REVISION | APPD |

DRAWING TITLE  
  
**PARTIAL SITE PLAN  
EXISTING /NEW  
ELECTRICAL LAYOUT**

|                                           |                               |
|-------------------------------------------|-------------------------------|
| DESIGN<br><b>D.B./M.S.</b>                | DRAWN<br><b>M.S.</b>          |
| SCALE<br><b>1:2000</b>                    | PROJECT<br><b>P1046.1</b>     |
| CITY FILE NO<br><b>2017CDE-CS-PK-01-T</b> | DATE<br><b>MAY/2017</b>       |
|                                           | DRAWING NUMBER<br><b>MPEO</b> |



- DRAWING NOTES:**
- (N-1) = REMOVE SECTION OF EXISTING ASPHALT PAVEMENT, TO ACCOMMODATE TRENCHING, AND BACKFILL, COMPACT, AND PROVIDE NEW ASPHALT PAVING TO MATCH EXISTING.
  - (N-2) = TEMPORARILY REMOVE EXISTING FINISHED GRAVEL SURFACE MATERIAL, AND REPLACE AFTER TRENCHING & ELECTRICAL WORK IS COMPLETE.
  - (N-3) = TEMPORARILY REMOVE EXISTING GRASS TO ACCOMMODATE ELECTRICAL TRENCHING, AND THEN RE-INSTALL SALVAGED GRASS C/W SUPPLEMENTAL LOAM AND GRASS SEED, TO RETURN AREA BACK TO IT'S ORIGINAL CONDITION.
  - (N-4) = NEW U/G SECONDARY VOLTAGE. 2 RUNS OF 4#3/0 MCM RW90 COPPER IN 4"ØC U/G PVC.
  - (N-5) = TEMPORARILY REMOVE & RESTORE EXISTING CHAIN LINK FENCING, AS REQUIRED TO ACCOMMODATE NEW U/G ELECTRICAL CONDUIT INSTALLATIONS. (TYP.)



**NOR MECH  
ENGINEERING INC.**

1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



PROJECT:

**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**

FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION

**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

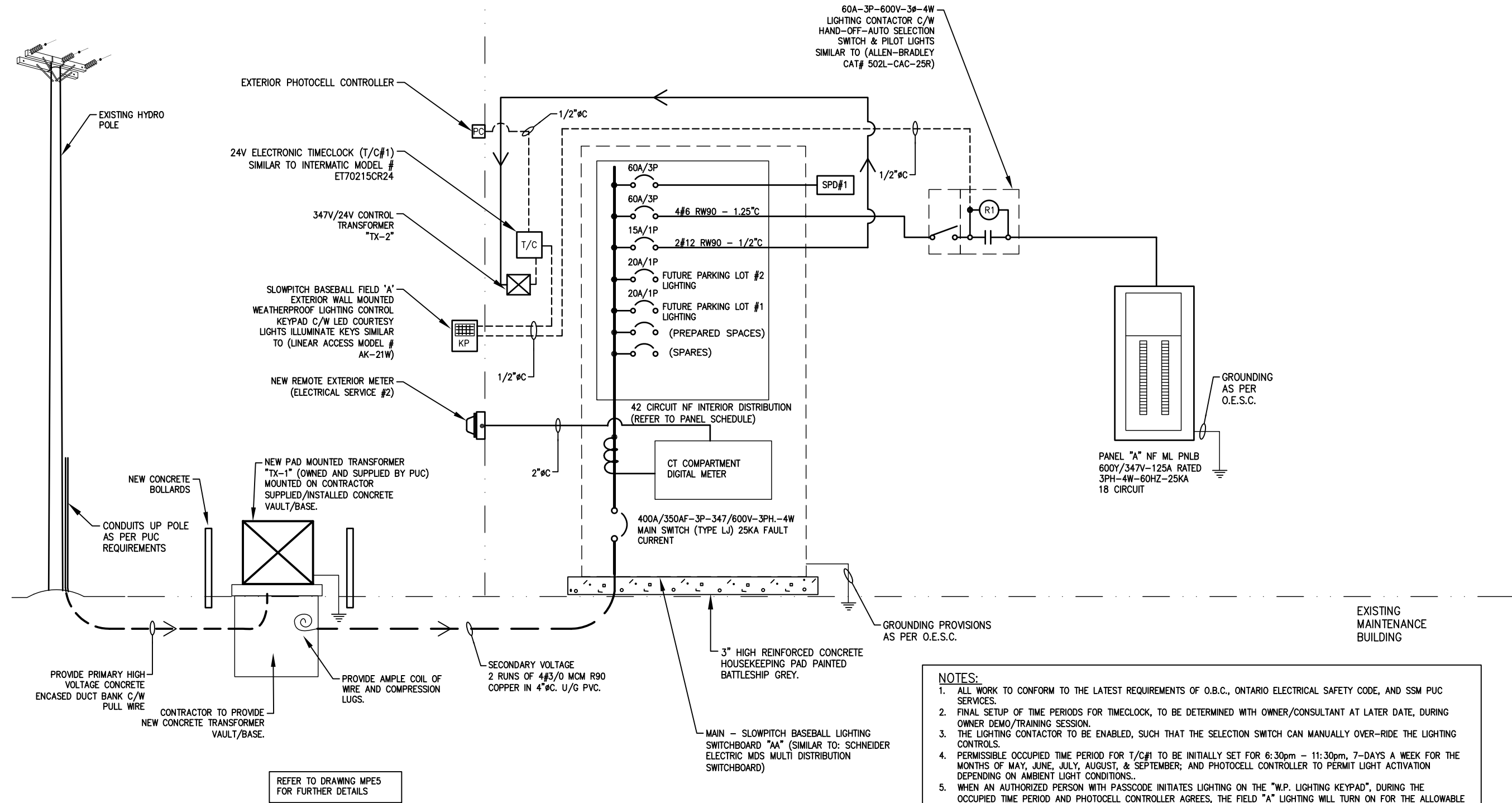
|      |          |      |
|------|----------|------|
| DATE | REVISION | APPD |
|------|----------|------|

DRAWING TITLE

**PARTIAL SITE PLAN  
NEW ELECTRICAL/LIGHTING  
LAYOUT BASEBALL FIELD 'A'**

|                                           |                               |
|-------------------------------------------|-------------------------------|
| DESIGN<br><b>D.B./M.S.</b>                | DRAWN<br><b>M.S.</b>          |
| SCALE<br><b>1:500</b>                     | PROJECT<br><b>P1046.1</b>     |
| CITY FILE NO<br><b>2017CDE-CS-PK-01-T</b> | DATE<br><b>MAY/2017</b>       |
|                                           | DRAWING NUMBER<br><b>MPE1</b> |





- NOTES:**
1. ALL WORK TO CONFORM TO THE LATEST REQUIREMENTS OF O.B.C., ONTARIO ELECTRICAL SAFETY CODE, AND SSM PUC SERVICES.
  2. FINAL SETUP OF TIME PERIODS FOR TIMECLOCK, TO BE DETERMINED WITH OWNER/CONSULTANT AT LATER DATE, DURING OWNER DEMO/TRAINING SESSION.
  3. THE LIGHTING CONTACTOR TO BE ENABLED, SUCH THAT THE SELECTION SWITCH CAN MANUALLY OVER-RIDE THE LIGHTING CONTROLS.
  4. PERMISSIBLE OCCUPIED TIME PERIOD FOR T/C#1 TO BE INITIALLY SET FOR 6:30pm - 11:30pm, 7-DAYS A WEEK FOR THE MONTHS OF MAY, JUNE, JULY, AUGUST, & SEPTEMBER; AND PHOTOCELL CONTROLLER TO PERMIT LIGHT ACTIVATION DEPENDING ON AMBIENT LIGHT CONDITIONS..
  5. WHEN AN AUTHORIZED PERSON WITH PASSCODE INITIATES LIGHTING ON THE "W.P. LIGHTING KEYPAD", DURING THE OCCUPIED TIME PERIOD AND PHOTOCELL CONTROLLER AGREES, THE FIELD "A" LIGHTING WILL TURN ON FOR THE ALLOWABLE ALLOTTED TIME PERIOD, AND THEN AUTOMATICALLY TURN-OFF.
  6. CONTRACTOR TO LOCATE AND ARRANGE NEW ELECTRICAL PANEL AND EQUIPMENT IN SUCH FASHION, TO ACCOMMODATE & ALLOW FOR "FUTURE" ADDITIONAL ELECTRICAL PANELS/CONTACTORS FOR OTHER SLOWPITCH BASEBALL FIELD LIGHTING, AS WELL AS "FUTURE" PARKING LOT LIGHTING UPGRADE.



**NOR MECH  
ENGINEERING INC.**

1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



PROJECT:

**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**

FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION

**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

|      |          |      |
|------|----------|------|
| DATE | REVISION | APPD |
|      |          |      |
|      |          |      |
|      |          |      |

DRAWING TITLE

**ELECTRICAL SINGLE LINE  
DIAGRAM**

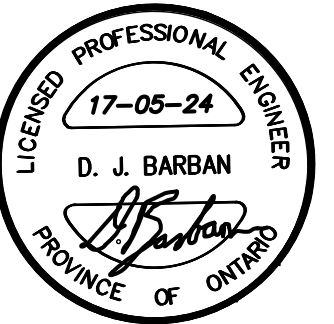
|                                           |                           |
|-------------------------------------------|---------------------------|
| DESIGN<br><b>D.B./M.S.</b>                | DRAWN<br><b>M.S.</b>      |
| SCALE<br><b>N.T.S.</b>                    | PROJECT<br><b>P1046.1</b> |
| CITY FILE NO<br><b>201700E-CS-PK-01-T</b> | DATE<br><b>MAY/2017</b>   |
| DRAWING NUMBER<br><b>MPE2</b>             |                           |



**NOR MECH  
ENGINEERING INC.**

1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



PROJECT:  
**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**  
FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION  
**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

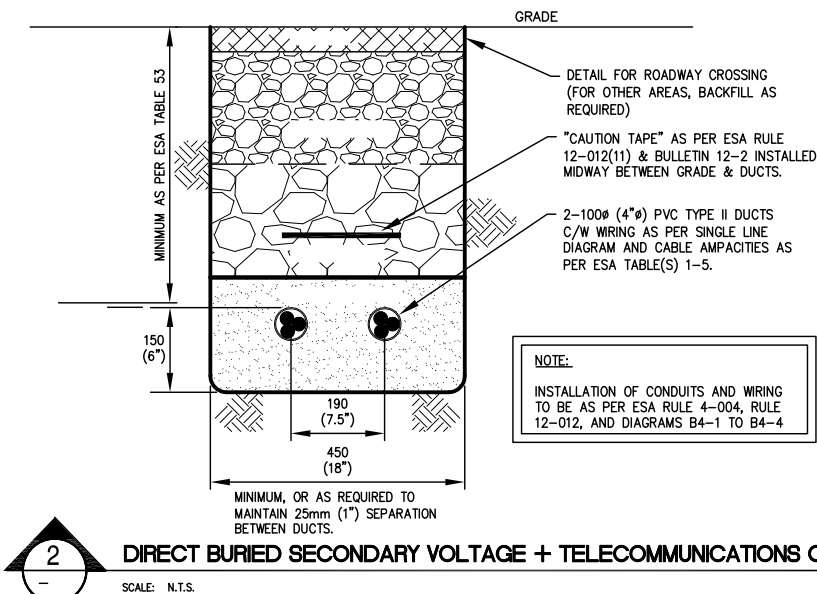
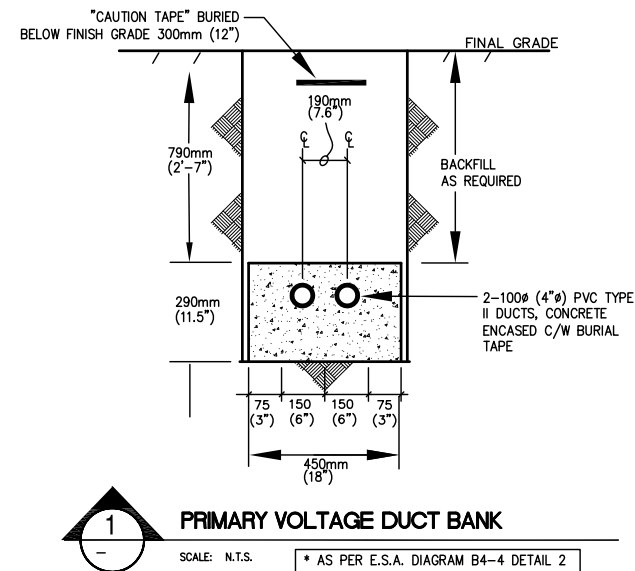
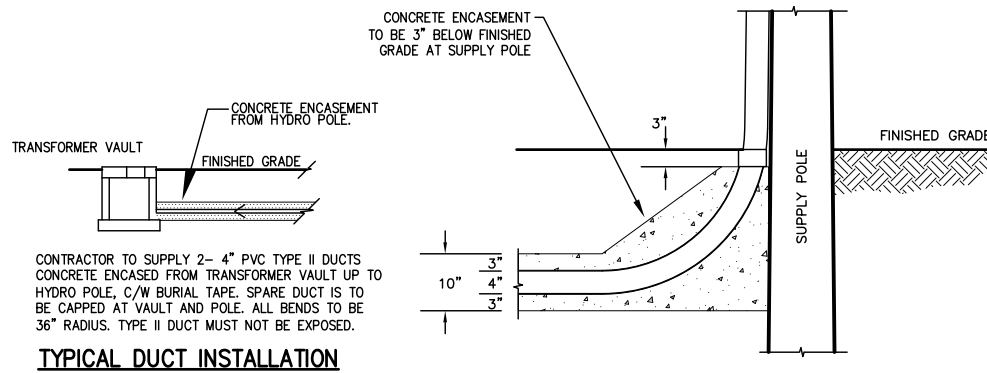
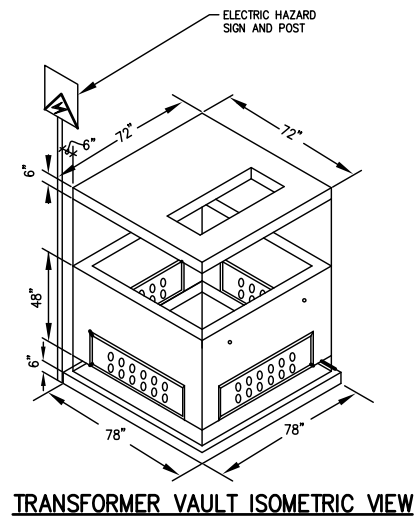
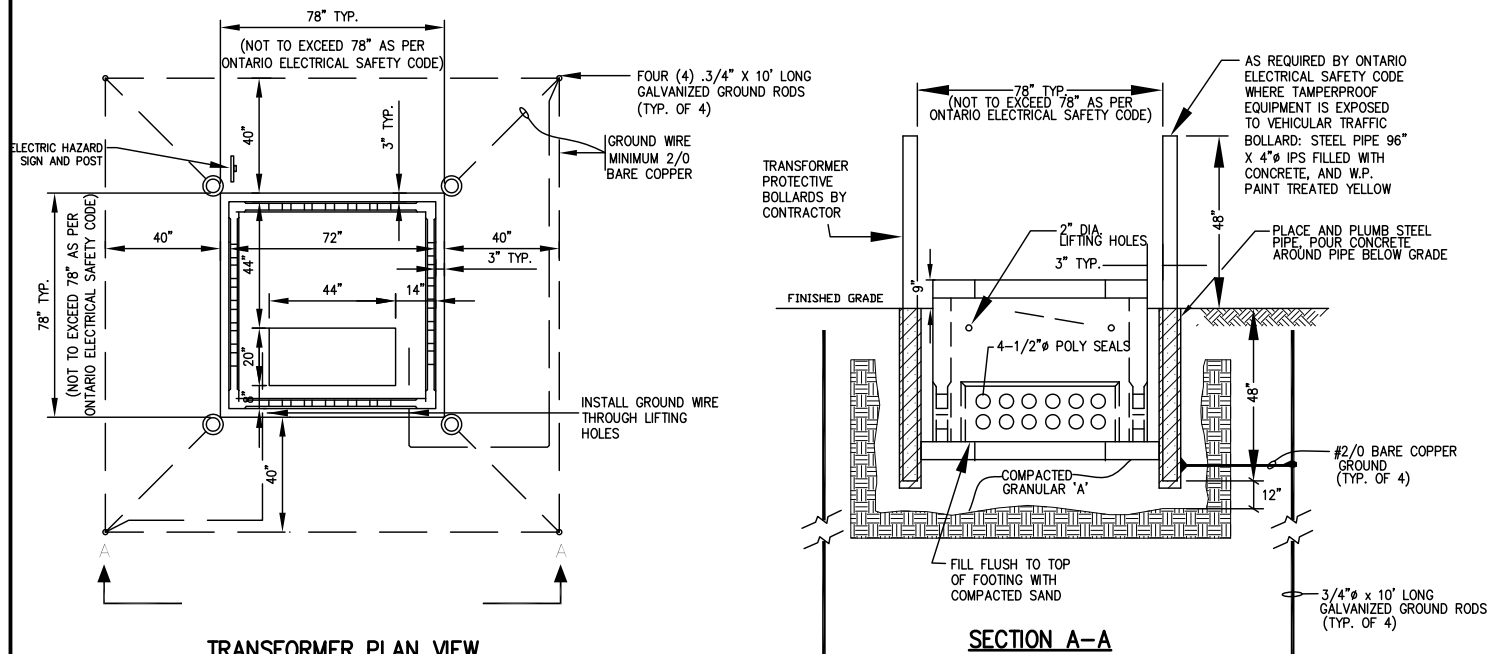
|      |          |      |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |
| DATE | REVISION | APPD |

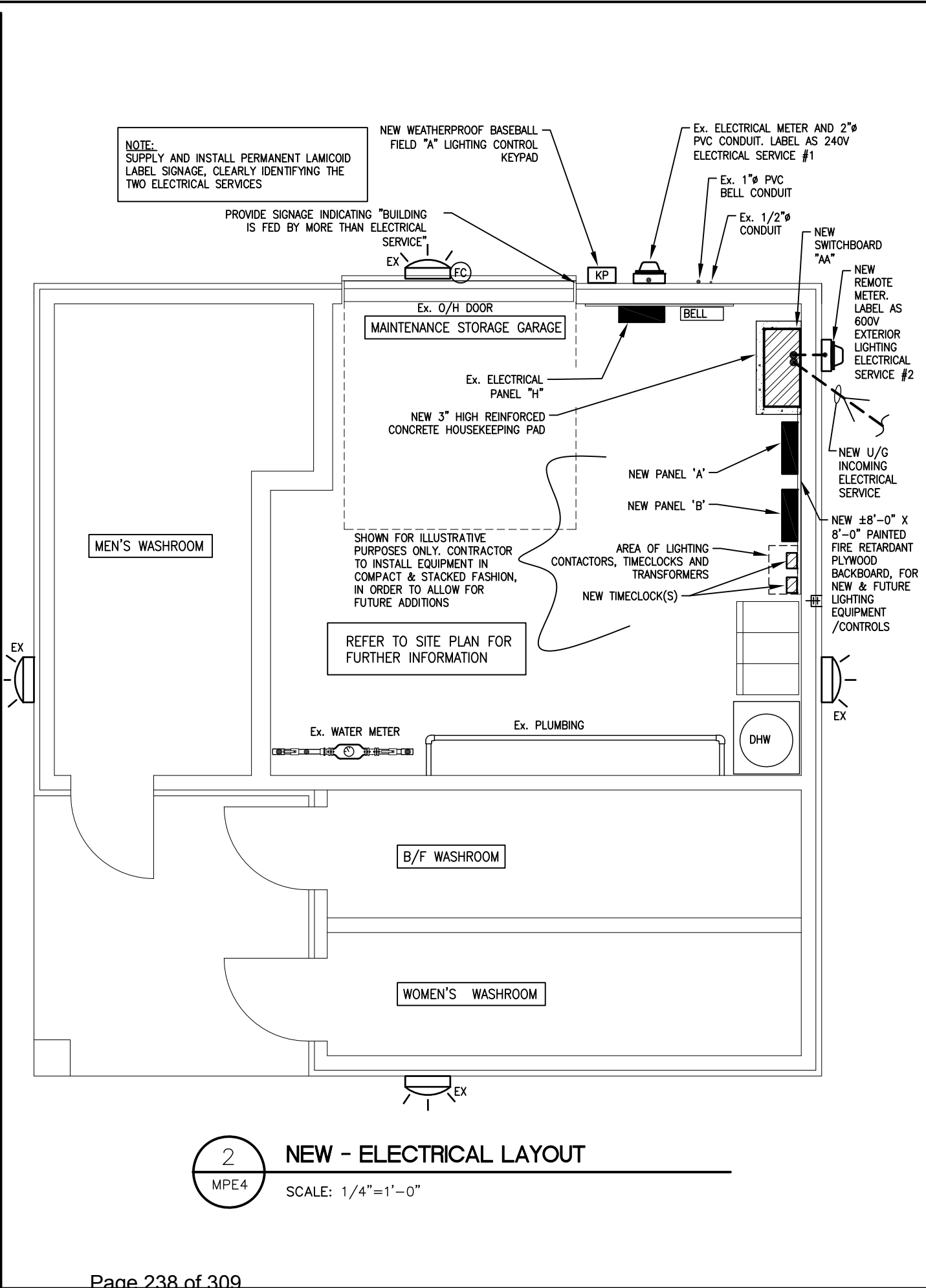
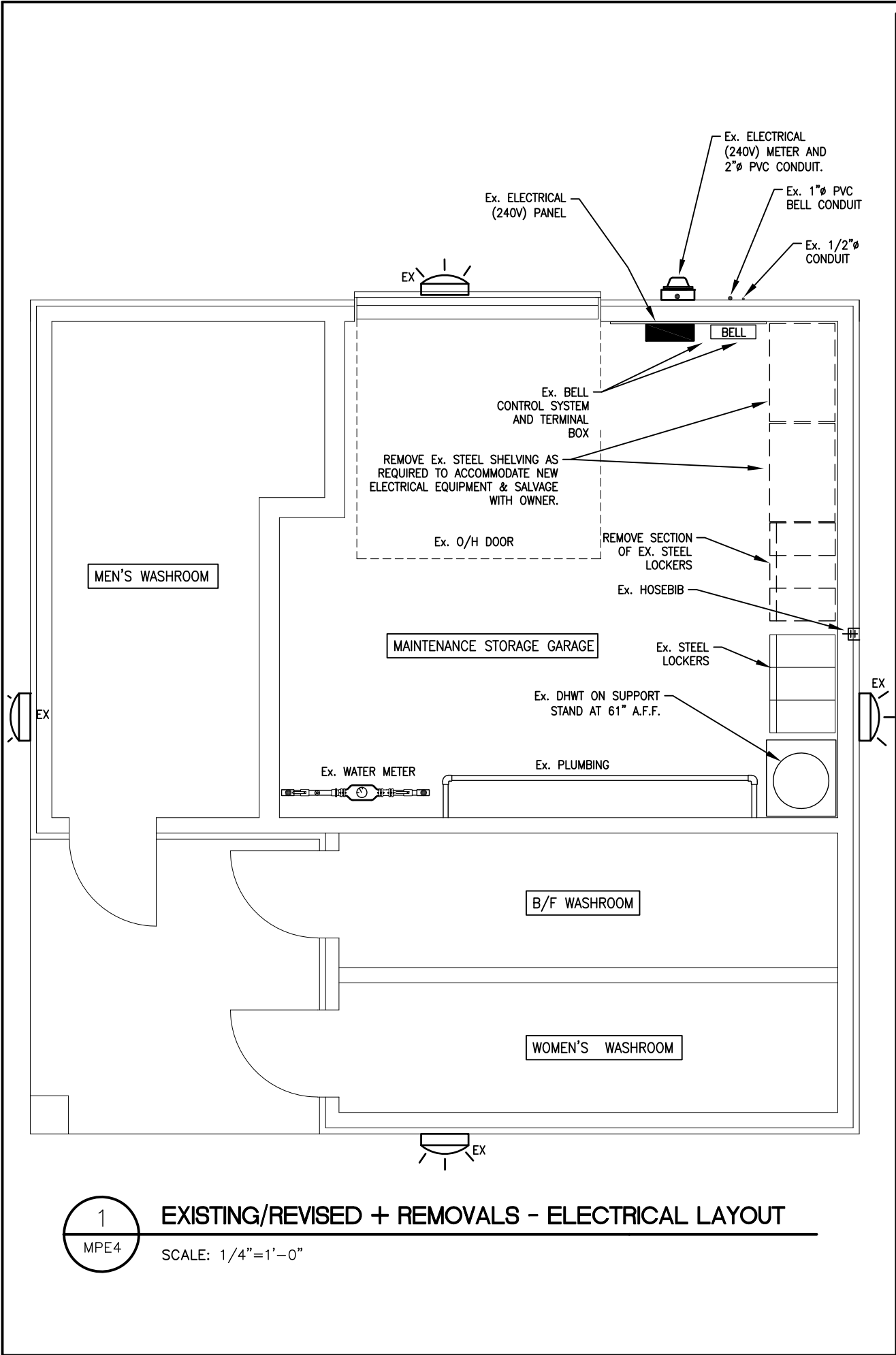
DRAWING TITLE  
**TRANSFORMER &  
DUCKBANK DETAILS**

|                                           |                               |
|-------------------------------------------|-------------------------------|
| DESIGN<br><b>D.B./M.S.</b>                | DRAWN<br><b>M.S.</b>          |
| SCALE<br><b>N.T.S.</b>                    | PROJECT<br><b>P1046.1</b>     |
| CITY FILE NO<br><b>2017CDE-CS-PK-01-T</b> | DATE<br><b>MAY/2017</b>       |
|                                           | DRAWING NUMBER<br><b>MPE3</b> |

**NOTES:**

1. THE FOLLOWING TRANSFORMER AND DUCTBANK DETAILS ARE A GENERAL OVERVIEW OF EXPECTATIONS FOR PROJECT. CONTRACTOR IS REQUIRED TO CONFIRM AND VERIFY FINAL INSTALLATION REQUIREMENTS AND PROCEDURES, WITH LOCAL PUC POWER UTILITY COMPANY.
2. PRECAST TRANSFORMER VAULT UNIT TO BE OBTAINED FROM LOCAL POWER UTILITY COMPANY "PRE-APPROVED" SUPPLIER/PRODUCT; SUCH AS: BROOKLYN CONCRETE PRODUCTS. 3000 P.S.I. CONCRETE TO BE USED. CONTRACTOR MUST ARRANGE OWN MEANS TO PICK UP AND INSTALL ON SITE.
3. PRIMARY DUCTS: 10mm POLYPROPYLENE FISHROPE REQUIRED IN EACH DUCT. DUCTS MUST BE RODDED IN PRESENCE OF A LOCAL POWER UTILITY COMPANY REPRESENTATIVE PRIOR TO FINAL ACCEPTANCE. CONTRACTOR MUST CONTACT LOCAL POWER UTILITY COMPANY, FOR INSPECTION OF THE DUCT BANK STRUCTURE AT LEAST 24 HOURS PRIOR TO POURING OF CONCRETE. FAILURE TO DO SO MAY RESULT IN COSTLY REMOVAL OF WORK AT CONTRACTOR'S EXPENSE.
4. ALL LIFTING HOLES IN FOUNDATION TO BE FILLED WITH CONCRETE.
5. SECONDARY DUCT(S) TO SUIT CONTRACTOR, AND ALL AS PER O.E.S.C.
6. NEW INSTALLATIONS AND GROUNDING IS SUBJECT TO E.S.A. INSPECTION APPROVAL. CONTRACTOR TO OBTAIN PERMIT.
7. GROUND WIRE TO BE MINIMUM 250mm (10") BELOW FINISHED GRADE.
8. GROUND WIRES TO EXTEND 1800mm (6'-0") INTO VAULT TO ALLOW FOR CONNECTION TO TRANSFORMER.
9. CONTRACTOR TO SUPPLY AND INSTALL BOLLARDS, SECONDARY CABLES, INCLUDING SECONDARY TERMINAL LUGS AND TERMINATIONS. SECONDARY LUGS MUST BE INSTALLED AND HAND TIGHTENED TO THE TRANSFORMER TERMINAL PADS. LOCAL POWER UTILITY COMPANY PERSONNEL WILL TORQUE SECONDARY LUGS IN PLACE.
10. CONTRACTOR TO SUPPLY AND INSTALL 7mm (1/4") NYLON PULL ROPE IN PRIMARY DUCT.
11. LOCAL POWER UTILITY COMPANY TO SUPPLY AND INSTALL A 347/600V VOLT PAD MOUNT TRANSFORMER. CONTRACTOR TO CONFIRM/COORDINATE THIS ARRANGEMENT.
12. HIGH VOLTAGE WIRING/TERMINATIONS, HIGH VOLTAGE PERMIT, AND SUPPLY AND INSTALLATION OF PRIMARY CABLING BY LOCAL UTILITY COMPANY.
13. ANY METAL (ie. METAL FENCES, BOLLARDS, PROTECTIVE BARRIER, etc.) LOCATED WITHIN 2.4M OF OUTDOOR PAD MOUNTED EQUIPMENT ENCLOSURE SHALL BE BONDED TO THE STATION GROUND ELECTRODE WITH #2/0 AWG COPPER CONDUCTORS AS PER ESA 36-308 & BULLETIN 36-10.
14. PROVIDE AND INSTALL ELECTRICAL HAZARD SIGN AND POST AS INDICATED.
15. CONNECT HAZARD SIGN POST TO GROUND GRID.







**NOR MECH  
ENGINEERING INC.**  
1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



LICENSED PROFESSIONAL ENGINEER  
17-05-24  
D. J. BARBAN  
PROVINCE OF ONTARIO

PROJECT:

STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE  
FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION

SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

| DATE | REVISION | APPD |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |

DRAWING TITLE



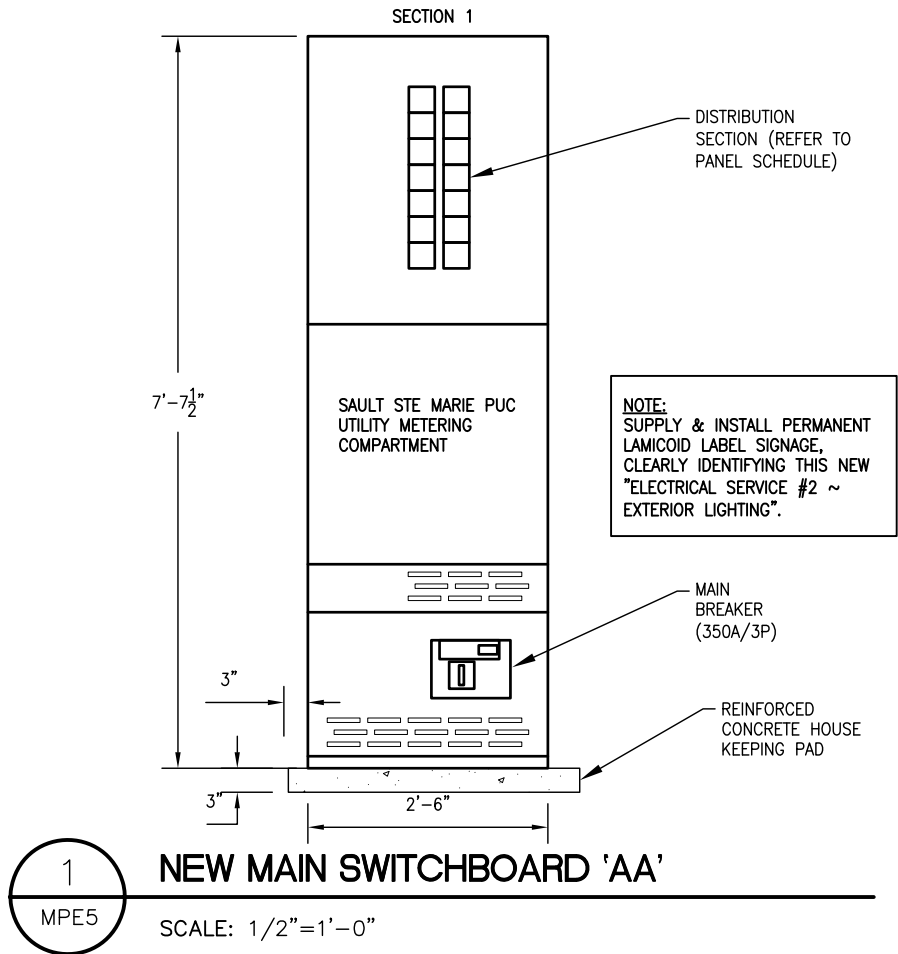
MAINTENANCE BUILDING  
EXISTING /REMOVALS/NEW  
ELECTRICAL LAYOUT

| DESIGN    | DRAWN |
|-----------|-------|
| D.B./M.S. | M.S.  |

| SCALE      | PROJECT | DATE     |
|------------|---------|----------|
| 1/4"=1'-0" | P1046.1 | MAY/2017 |

| CITY FILE NO       | DRAWING NUMBER |
|--------------------|----------------|
| 201700E-CS-PK-01-T | MPE4           |

| DESCRIPTION                                | LOAD | BRKR                             | CCT No | PH | CCT No | BRKR                                               | LOAD | DESCRIPTION                               |
|--------------------------------------------|------|----------------------------------|--------|----|--------|----------------------------------------------------|------|-------------------------------------------|
| (FIELD 'A') PANEL "A"                      |      | 60                               | 1      | A  | 2      | 60                                                 |      | SURGE PROTECTOR "SPD1"                    |
|                                            |      | 3P                               | 3      | B  | 4      | 3P                                                 |      |                                           |
|                                            |      | 5                                | C      | 6  |        |                                                    |      |                                           |
| FUTURE PARKING LOT #1 LIGHTING             |      | 20                               | 7      | A  | 8      | 20                                                 |      | FUTURE PARKING LOT #2 LIGHTING            |
| TIMECLOCK & 347/24V TRANSFORMERS           |      | 15                               | 9      | B  | 10     |                                                    |      | PREPARED SPACE                            |
| SPARE CCT BKR                              |      | 15                               | 11     | C  | 12     |                                                    |      | PREPARED SPACE                            |
| SPARE CCT BKR                              |      | 20                               | 13     | A  | 14     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 15     | B  | 16     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 17     | C  | 18     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 19     | A  | 20     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 21     | B  | 22     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 23     | C  | 24     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 25     | A  | 26     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 27     | B  | 28     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE                             |      |                                  | 29     | C  | 30     |                                                    |      | PREPARED SPACE                            |
| PREPARED SPACE FOR FUTURE SLOWPITCH FIELD  |      | 60                               | 31     | A  | 32     | 60                                                 |      | PREPARED SPACE FOR FUTURE SLOWPITCH FIELD |
|                                            |      | 3P                               | 33     | B  | 34     | 3P                                                 |      |                                           |
|                                            |      | 35                               | C      | 36 |        |                                                    |      |                                           |
| PREPARED SPACE FOR FUTURE SLOWPITCH FIELD  |      | 60                               | 37     | A  | 38     | 60                                                 |      | PREPARED SPACE FOR FUTURE SLOWPITCH FIELD |
|                                            |      | 3P                               | 39     | B  | 40     | 3P                                                 |      |                                           |
|                                            |      | 41                               | C      | 42 |        |                                                    |      |                                           |
| TOTAL                                      |      |                                  |        |    |        | NOTES:                                             |      |                                           |
| TOTAL LOAD                                 |      |                                  |        |    |        |                                                    |      |                                           |
| NEW SWITCHBOARD ~ DISTRIBUTION PANEL: "AA" |      |                                  |        |    |        |                                                    |      |                                           |
| VOLTS: 347/600V                            |      | FEEDER: 2 RUNS OF 4#3/0 MCM RW90 |        |    |        | FLUSH <input type="checkbox"/>                     |      |                                           |
| PHASE: 3ø                                  |      | LOCATION: MAINTENANCE BUILDING   |        |    |        | SURFACE <input checked="" type="checkbox"/>        |      |                                           |
| WIRE: 4W                                   |      | FED FROM: TRANSFORMER "TX-1"     |        |    |        | SPRINKLERPROOF <input checked="" type="checkbox"/> |      |                                           |
| MAINS: 400A/350AF                          |      | BREAKERS: BOLT-ON                |        |    |        | FEED THRU' LUGS <input type="checkbox"/>           |      |                                           |
| CCTS: 42                                   |      | DOOR: NONE                       |        |    |        | MAIN BRKR <input checked="" type="checkbox"/>      |      |                                           |
|                                            |      |                                  |        |    |        | IG BUS <input type="checkbox"/>                    |      |                                           |



| DESCRIPTION                  | LOAD | BRKR                           | CCT No | PH | CCT No | BRKR            | LOAD | DESCRIPTION                  |                                     |
|------------------------------|------|--------------------------------|--------|----|--------|-----------------|------|------------------------------|-------------------------------------|
| BASEBALL FIELD "A" POLE "A1" | 4500 | 20                             | 1      | A  | 2      | 20              | 5425 | BASEBALL FIELD "A" POLE "C1" |                                     |
| BASEBALL FIELD "A" POLE "A2" | 4580 | 20                             | 3      | B  | 4      | 20              | 5425 | BASEBALL FIELD "A" POLE "C2" |                                     |
| BASEBALL FIELD "A" POLE "B1" | 5425 | 20                             | 5      | C  | 6      | 20              | 5425 | BASEBALL FIELD "A" POLE "B2" |                                     |
|                              |      |                                | 7      | A  | 8      | 20              |      | SPARE CCT BKR                |                                     |
|                              |      |                                | 9      | B  | 10     |                 |      |                              |                                     |
|                              |      |                                | 11     | C  | 12     |                 |      |                              |                                     |
|                              |      |                                | 13     | A  | 14     |                 |      |                              |                                     |
|                              |      |                                | 15     | B  | 16     |                 |      |                              |                                     |
|                              |      |                                | 17     | C  | 18     |                 |      |                              |                                     |
| TOTAL                        |      | 14425                          |        |    | 16275  |                 |      | NOTES:                       |                                     |
| TOTAL LOAD                   |      | 30700w                         |        |    |        |                 |      |                              |                                     |
| NEW PANEL: "A" (FIELD 'A')   |      |                                |        |    |        |                 |      |                              |                                     |
| VOLTS: 347/600V              |      | FEEDER: 4#6 RW90 IN 1.25"øC    |        |    |        | FLUSH           |      |                              | <input type="checkbox"/>            |
| PHASE: 3ø                    |      | LOCATION: MAINTENANCE BUILDING |        |    |        | SURFACE         |      |                              | <input checked="" type="checkbox"/> |
| WIRE: 4W                     |      | FED FROM: SWITCHBOARD "AA"     |        |    |        | SPRINKLERPROOF  |      |                              | <input checked="" type="checkbox"/> |
| MAINS: 125A                  |      | BREAKERS: BOLT-ON              |        |    |        | FEED THRU' LUGS |      |                              | <input type="checkbox"/>            |
| CCTS: 18                     |      | DOOR: LOCKABLE                 |        |    |        | MAIN BRKR       |      |                              | <input type="checkbox"/>            |
|                              |      |                                |        |    |        | IG BUS          |      |                              | <input type="checkbox"/>            |



**NOR MECH  
ENGINEERING INC.**  
1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



PROJECT:

**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**  
FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION

**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

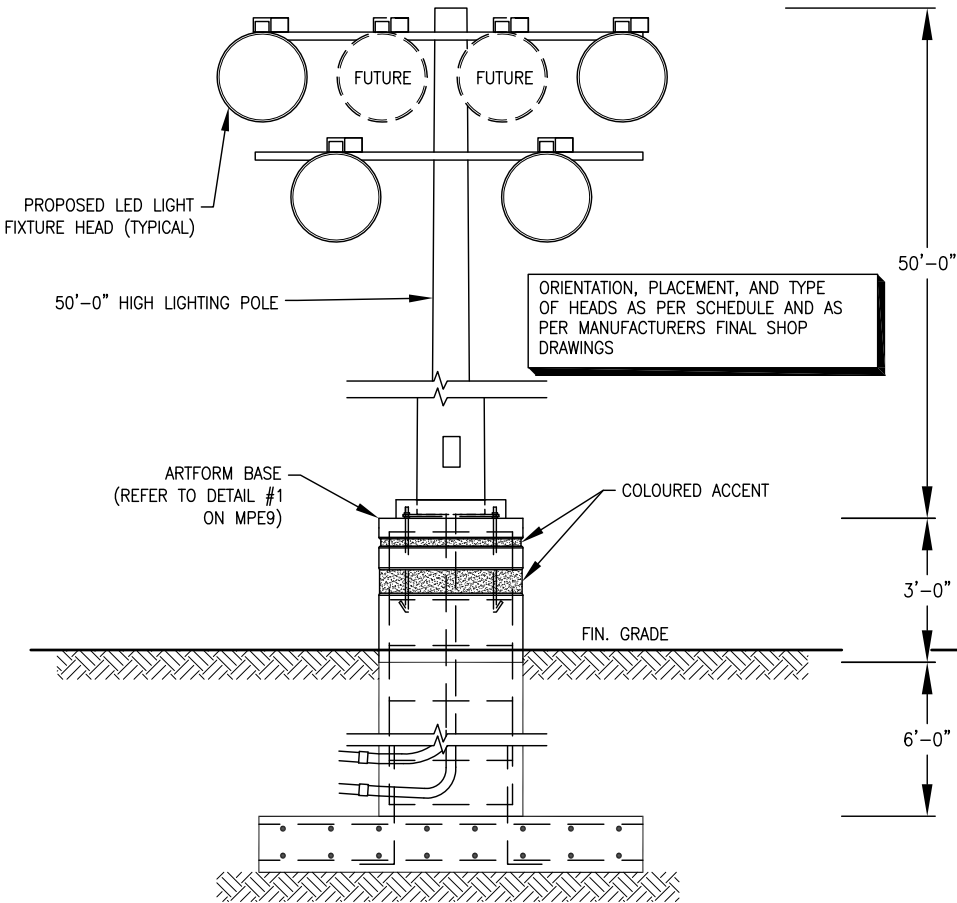
|      |          |      |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |
| DATE | REVISION | APPD |

DRAWING TITLE

**PANEL SCHEDULES &  
SWITCHBOARD ELEVATION**

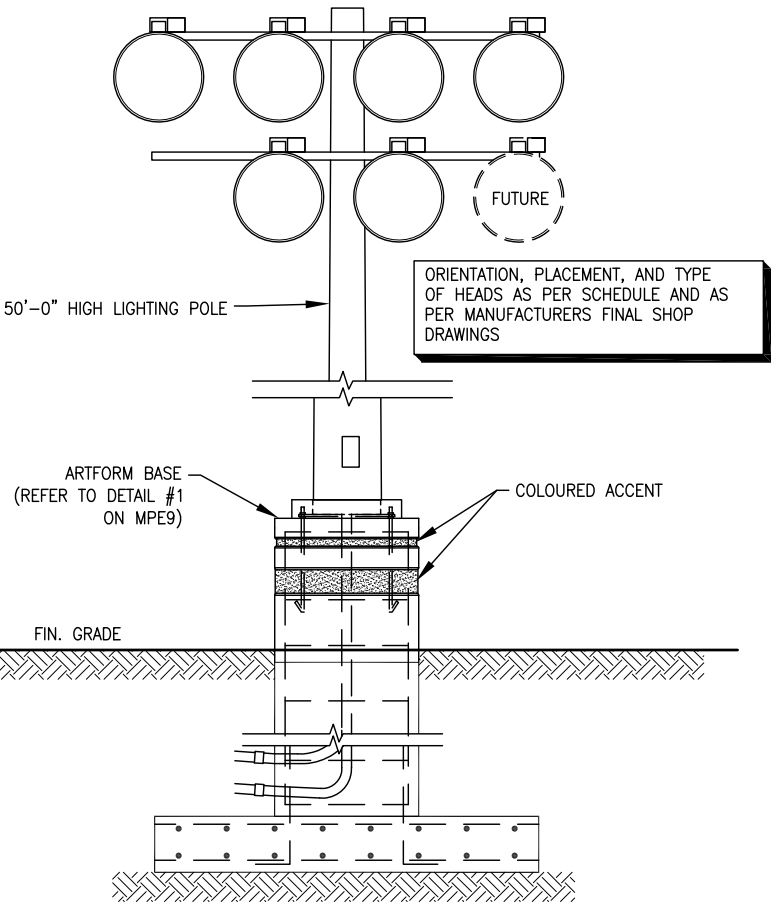
|                                    |                           |                               |  |
|------------------------------------|---------------------------|-------------------------------|--|
| DESIGN<br><b>D.B./M.S.</b>         |                           | DRAWN<br><b>M.S.</b>          |  |
| SCALE<br><b>AS SHOWN</b>           | PROJECT<br><b>P1046.1</b> | DATE<br><b>MAY/2017</b>       |  |
| CITY FILE NO<br>2017CDE-CS-PK-01-T |                           | DRAWING NUMBER<br><b>MPE5</b> |  |

| LUMINAIRE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                            |                        |                   |                  |                    |                              |                            |         |      |                                       |                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------|------------------|--------------------|------------------------------|----------------------------|---------|------|---------------------------------------|----------------------|
| FIXTURE TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                  | BASE SPEC MANUFACTURER | CATALOGUE NUMBER  | POLE HEIGHT (FT) | SONOTUBE DIA. (IN) | PROPOSED TOTAL QTY. OF HEADS | FUTURE TOTAL QTY. OF HEADS | VOLTAGE | LAMP | MINIMUM AVERAGE MAINTAINED FOOTCANDLE | AVE/MIN (UNIFORMITY) |
| "A1"                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EATON ~ EPHEBUS        | AF-750-2/3/4/5-57 | 50               | 36                 | 4                            | 6                          | 347     | LED  | 34 F.C. (INFIELD)                     | 1.62                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
| "A2"                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EATON ~ EPHEBUS        | AF-750-2/3/4/5-57 | 50               | 36                 | 4                            | 6                          | 347     | LED  |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
| "B1"                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EATON ~ EPHEBUS        | AF-750-2/3/4/5-57 | 50               | 36                 | 6                            | 7                          | 347     | LED  |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
| "B2"                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EATON ~ EPHEBUS        | AF-750-2/3/4/5-57 | 50               | 36                 | 6                            | 7                          | 347     | LED  | 21 F.C. (OUTFIELD)                    | 1.64                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
| "C1"                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EATON ~ EPHEBUS        | AF-750-2/3/4/5-57 | 50               | 36                 | 5                            | 7                          | 347     | LED  |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
| "C2"                                                                                                                                                                                                                                                                                                                                                                                                                                                          | EATON ~ EPHEBUS        | AF-750-2/3/4/5-57 | 50               | 36                 | 5                            | 7                          | 347     | LED  |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | AF-750-2/3/4/5-57 |                  |                    |                              |                            |         |      |                                       |                      |
| ALTERNATE MANUFACTURERS: – FOR ALTERNATE MANUFACTURERS TO BE CONSIDERED EQUIVALENT TO BASE SPECIFIED PRODUCTS AND DESIGN; THEY MUST SUBMIT PRODUCT INFORMATION AND CALCULATED ILLUMINATION (FOOTCANDLE) LEVEL 72 HRS BEFORE THE TENDER CLOSING DATE. ANY SUBMISSIONS AFTER THIS DATE WILL NOT BE CONSIDERED OR REVIEWED. CONSULTANT CAN PROVIDE ELECTRONIC VERSION OF DRAWINGS, FOR COMPUTATIONAL ANALYSIS AND LAYOUT, UPON REQUEST BY SUPPLIER/MANUFACTURER. |                        |                   |                  |                    |                              |                            |         |      |                                       |                      |



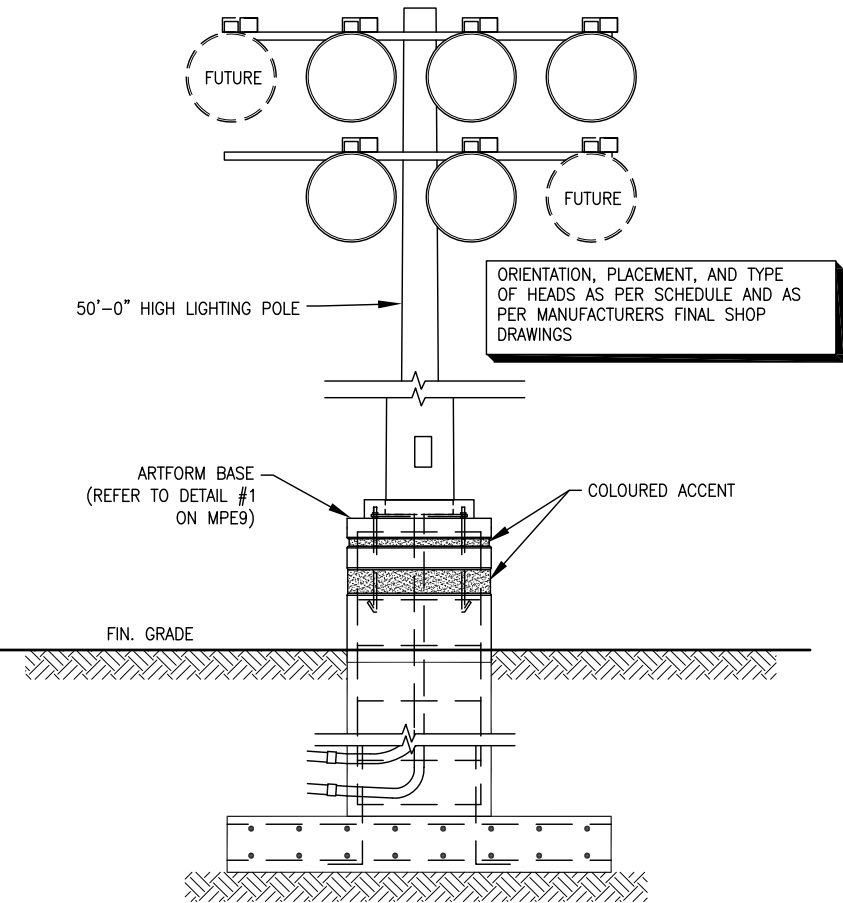
1  
MPE6

BASEBALL FIELD LIGHTING POLE  
FIXTURE "A1" AND "A2" DETAIL  
SCALE: N.T.S.



2  
MPE6

BASEBALL FIELD LIGHTING POLE  
FIXTURE "B1" AND "B2" DETAIL  
SCALE: N.T.S.



3  
MPE6

BASEBALL FIELD LIGHTING POLE  
FIXTURE "C1" AND "C2" DETAIL  
SCALE: N.T.S.



**NOR MECH  
ENGINEERING INC.**  
1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



PROJECT:  
**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**  
FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION  
**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

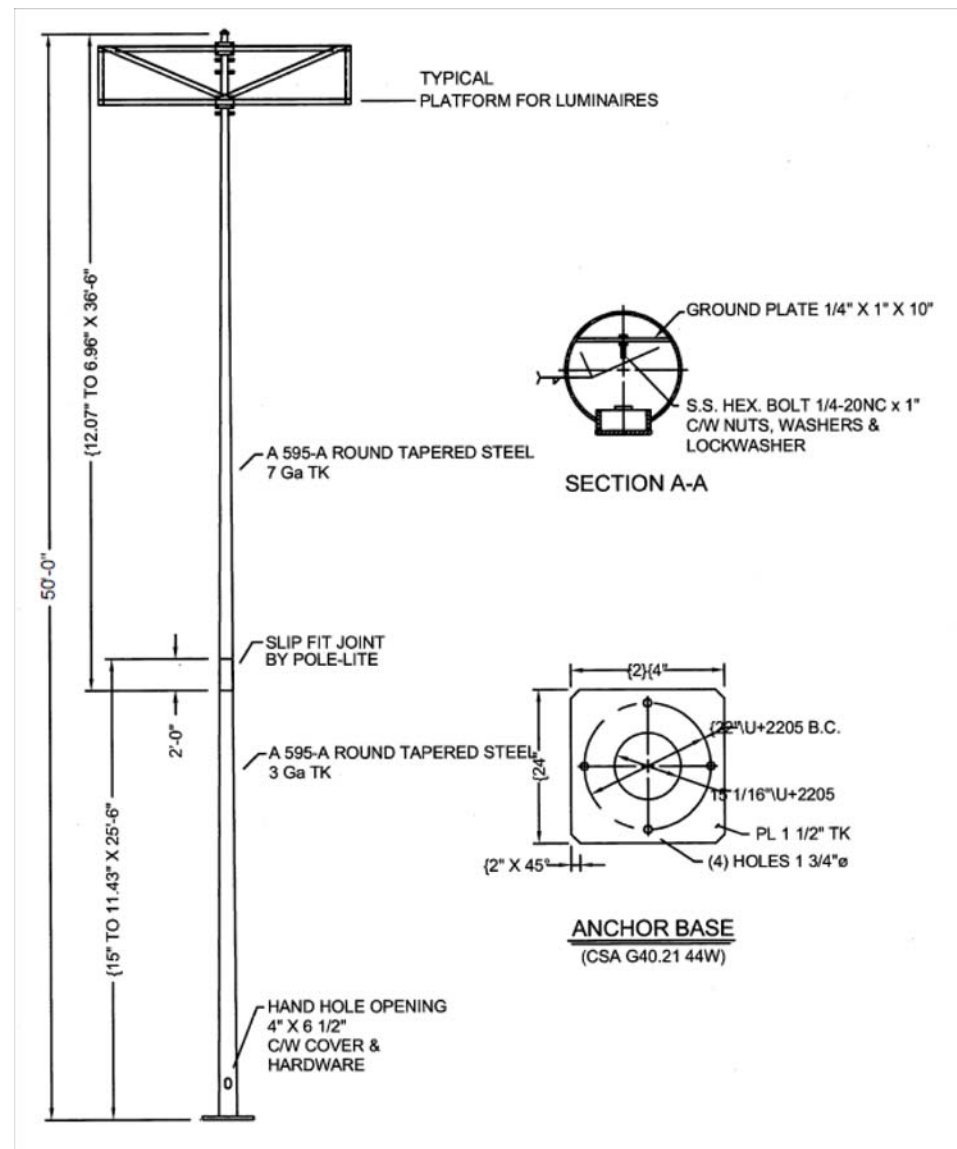
|      |          |      |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
| DATE | REVISION | APPD |

DRAWING TITLE  
**LUMINAIRE SCHEDULE  
AND DETAILS**

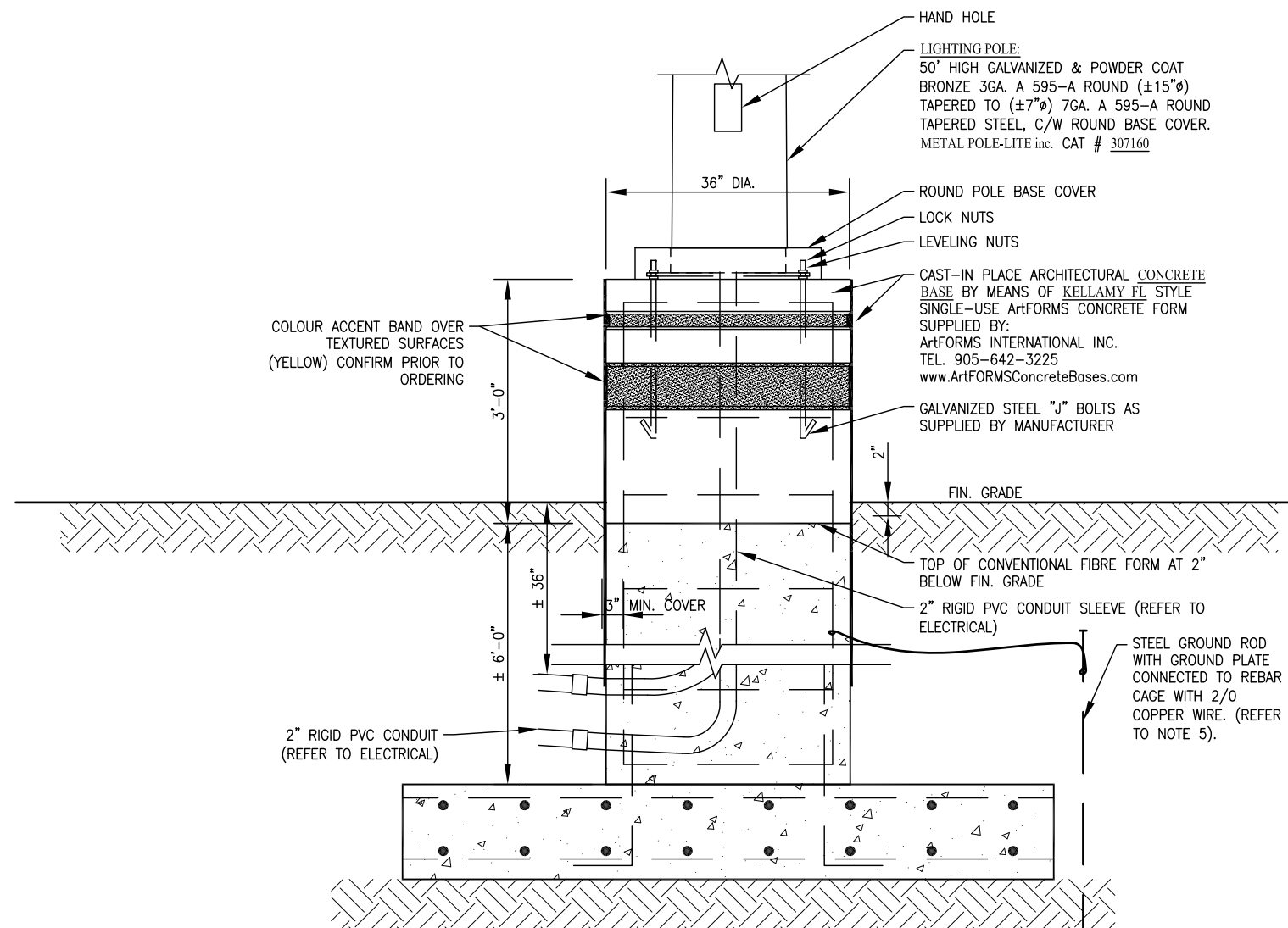
|                                           |                           |
|-------------------------------------------|---------------------------|
| DESIGN<br><b>D.B./M.S.</b>                | DRAWN<br><b>M.S.</b>      |
| SCALE<br><b>1/4"=1'-0"</b>                | PROJECT<br><b>P1046.1</b> |
| CITY FILE NO<br><b>2017CDE-CS-PK-01-T</b> | DATE<br><b>MAY/2017</b>   |
| DRAWING NUMBER<br><b>MPE6</b>             |                           |

- NOTES:
1. ALL DIMENSIONS ARE IN INCHES.
  2. TOP OF FOUNDATION SHALL BE TROWELLED SMOOTH & LEVEL.
  3. CLASS OF CONCRETE SHALL BE 25mPa. CONCRETE SHALL BE VIBRATED.
  4. MINIMUM OF TWO CONDUIT SLEEVES REQUIRED FOR EACH CONC. FOUNDATION UNLESS OTHERWISE SHOWN.
  5. PROVIDE GROUNDING ON SIDE OF POLE, AS PER E.S.A..
  6. CONTRACTOR TO VERIFY OPENING SIZE IN POLE BASE PLATE PRIOR TO SETTING CONDUIT SLEEVES.
  7. FORM RELEASE AGENT HAS BEEN FACTORY-APPLIED TO INSIDE SURFACE OF "ArtFORM".

NOTE:  
CONCRETE BASE FOR THE LIGHTING STANDARD TO BE SUPPLIED & INSTALLED BY THIS ELECTRICAL CONTRACTOR.



2  
MPE7  
SLOWPITCH BASEBALL FIELD LIGHTING POLE SCHEMATIC  
SCALE: N.T.S.



1  
MPE7  
SLOWPITCH BASEBALL FIELD LIGHTING POLE BASE  
SCALE: 1/2"=1'-0"

NOTE:  
REFER TO STRUCTURAL DRAWINGS FOR SLOW PITCH BASEBALL FIELD LIGHTING POLE CONCRETE BASE AND FOUNDATION DETAILS



**NOR MECH  
ENGINEERING INC.**  
1141 OLD GARDEN RIVER ROAD,  
Sault Ste. Marie, Ontario  
P6A 6J8

SEAL



PROJECT:  
**STRATHCLAIR PARK  
ELECTRICAL &  
EXTERIOR LIGHTING  
UPGRADE**  
FOR THE  
CORPORATION OF THE CITY OF  
SAULT STE. MARIE

LOCATION  
**SECOND LINE & BLACK ROAD  
SAULT STE. MARIE, ONTARIO**

COPYRIGHT OF THESE DRAWINGS IS  
VESTED IN NOR MECH ENGINEERING INC.  
THE CONTRACTOR IS TO CHECK  
ALL DIMENSIONS ON SITE

| DATE | REVISION | APPD |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |

DRAWING TITLE  
**LIGHTING POLE  
BASE DETAILS**

|                                           |                           |
|-------------------------------------------|---------------------------|
| DESIGN<br><b>D.B./M.S.</b>                | DRAWN<br><b>M.S.</b>      |
| SCALE<br><b>1/2"=1'-0"</b>                | PROJECT<br><b>P1046.1</b> |
| CITY FILE NO<br><b>2017CDE-CS-PK-01-T</b> | DATE<br><b>MAY/2017</b>   |
| DRAWING NUMBER<br><b>MPE7</b>             |                           |



NOTES:

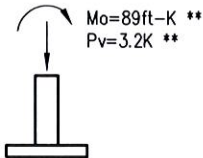
USE THIS DRAWING IN CONJUNCTION WITH ELECTRICAL DRAWINGS



LIGHT POLE:

FOUNDATIONS HAVE BEEN DESIGNED TO SUPPORT A 60' SMOOTH ROUND TAPERED SHAFT LIGHT POLE MANUFACTURED BY METAL POLE-LITE, CAT. #307160, CARRYING 2 ROWS OF LIGHT FIXTURES, TOP ROW OF 6 LIGHTS AND BOTTOM ROW OF 3 LIGHTS (EPA = 3.3ft<sup>2</sup> / LIGHT).

UNFACTORED FORCES USED FOR FOUNDATION DESIGN:



CONCRETE:

ALL FOOTINGS SHALL BEAR ON UNDISTURBED NATIVE SILTY SAND SOILS HAVING A SOIL BEARING CAPACITY OF 1000 PSF.

BACKFILL WITH GRANULAR 'B' IN MAXIMUM LIFTS OF 8" OF LOOSE MATERIAL COMPACTED TO A STANDARD PROCTOR DENSITY OF 100%.

NOTIFY ENGINEER FOR INSPECTION OF COMPLETE EXCAVATION, FORMWORK, AND REINFORCEMENT PLACEMENT.

FABRICATION AND PLACING OF REBAR TO BE IN ACCORDANCE WITH C.S.A. A23 SERIES AND CONCRETE SHALL NOT BE POURED UNTIL REBAR HAS BEEN INSPECTED BY THE ENGINEER.

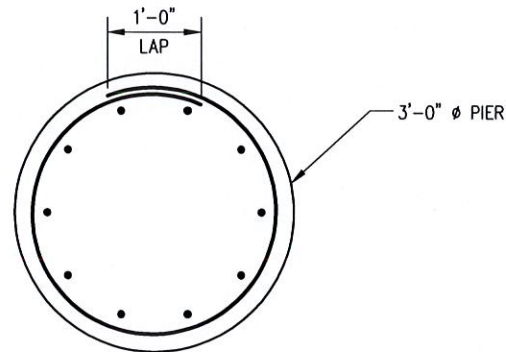
CLASSES OF CONCRETE:

PIERS - PROVIDE NORMAL DENSITY CONCRETE TO GIVE THE FOLLOWING PROPERTIES:

- CLASS OF EXPOSURE: F-2
- CEMENT TYPE: 10
- MINIMUM COMPRESSIVE STRENGTH: 4600 PSI (32 MPA)
- MAXIMUM WATER CEMENT RATIO: .55
- AIR CONTENT: 4% - 7%
- NOMINAL SIZE OF COURSE AGGREGATE: 3/4" (20mm)
- SLUMP AT 3" +/- 1" (75mm +/- 25mm)
- CURING REGIME TYPE: 1

FOOTINGS

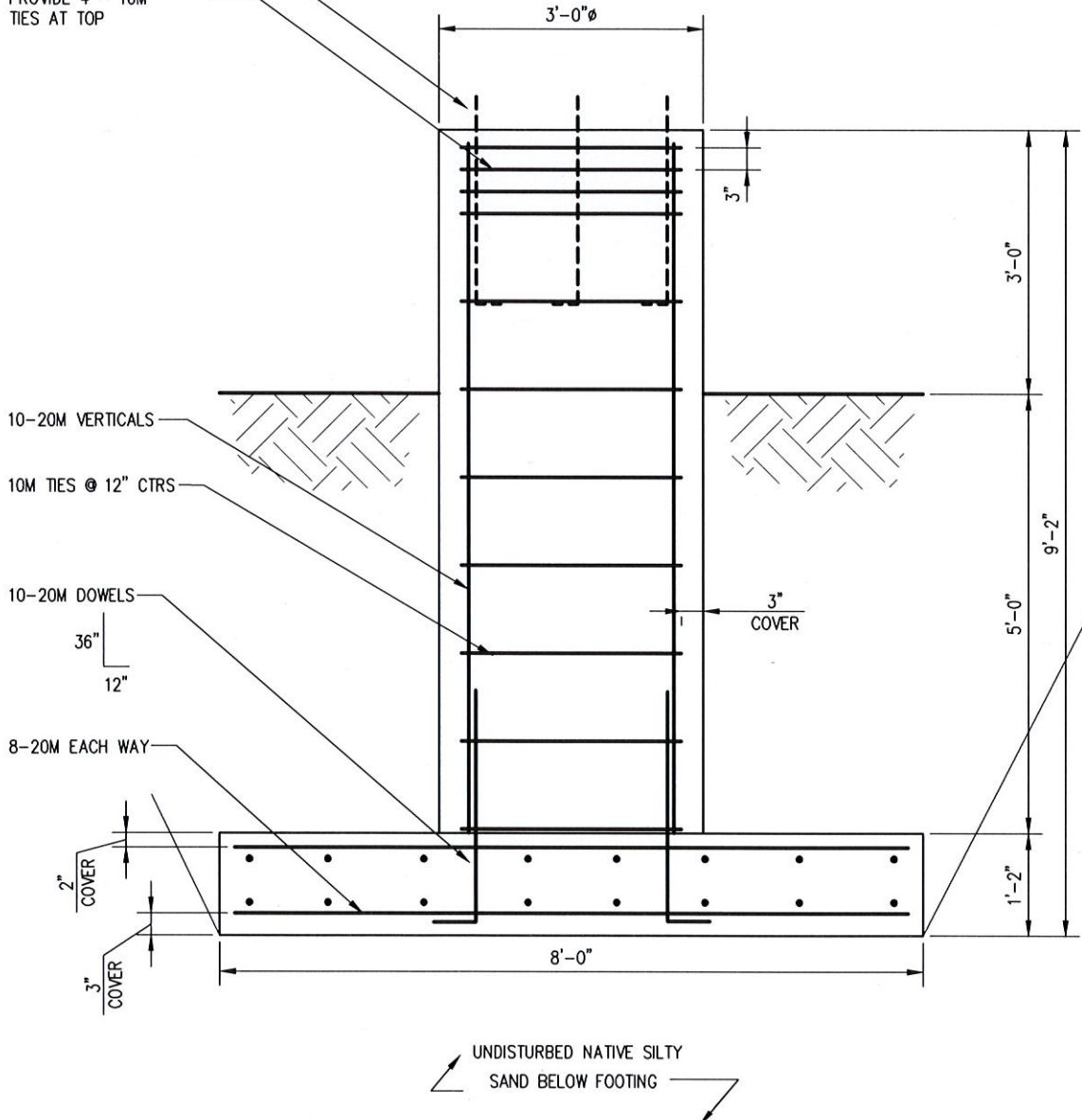
- CLASS OF EXPOSURE: N
- CEMENT TYPE: 10
- MINIMUM COMPRESSIVE STRENGTH: 4600 PSI (32 MPA)
- MAXIMUM WATER CEMENT RATIO: .55
- AIR CONTENT: NONE
- NOMINAL SIZE OF COURSE AGGREGATE: 3/4" (20mm)
- SLUMP AT 3" +/- 1" (75mm +/- 25mm)
- CURING REGIME TYPE: 1



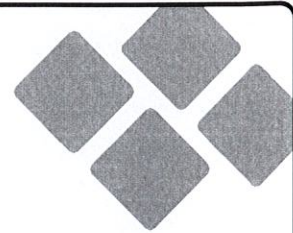
PLAN VIEW

ANCHOR BOLTS BY POLE MANUFACTURER

PROVIDE 4 - 10M TIES AT TOP



1 LIGHT STANDARD FOUNDATION SECTION



STEM  
ENGINEERING GROUP

REVISIONS:

| NO. | DESCRIPTION                             | DATE     |
|-----|-----------------------------------------|----------|
| 1   | DELETE 30' POLE & REFERENCE TO 60' POLE | 17.05.24 |

SEAL:



CLIENT:

CITY OF SAULT STE. MARIE

PROJECT:

STRATHCLAIR PARK  
FIELD 'A' BASEBALL  
LIGHTING ADDITION

DRAWING:

LIGHT POLE FOUNDATION  
SECTION AND NOTES

SCALE: 1/2"=1'-0"

PLOT SCALE: 24

STEM PROJ. NO: 14198

CAD FILE: 14198 S1r1

FORMAT SIZE: 280mmx432mm

DRAWN: JG

DESIGNED: RM

CHECKED: RGB

DATE: 11 MARCH, 2015

DRAWING:

1 OF 1

S1r1

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

**BY-LAW NO. 2017-133**

**PROPERTY:** (MAP 110) A by-law to declare the City owned property legally described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE, being civic 205 Greenfield Drive, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 26<sup>th</sup> day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

# Schedule A

-02

80

1374

1368

1356

1348

1336

1324

1316

1308

LINE

SECOND LINE WEST

BROOS ROAD

WEST

1296 1292 1280

22 SF

23 SF

25 SF

29 SF

37 SF

41 SF

71 VL

79 VL

87 VL

89

ANDERSON

Page 244 of 309

ROAD

WILKS

STREET

Subject Property

PRIVATE STORAGE GARAGE

DRIVEWAY ACCESS TO ABUTTING LAND

BROOS ROAD

WILKS STREET

STREET

STREET

STREET

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

**BY-LAW NO. 2017-134**

**PROPERTY:** (MAP 265) A by-law to declare the City owned property legally described as PIN 31611-0135 (LT) LT 16 PL H452 KORAH; SAULT STE. MARIE, being civic 33 Wilks Street, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 26<sup>th</sup> day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

mw \\citydata\\LegalDept\\Legal\\Staff\\BY-LAWS\\2017\\2017-134 - Surplus Property 33 Wilks Street.doc

# Schedule A

-02

80

1374

1368

1356

1348

1336

1324

1316

1308

LINE

SECOND LINE WEST

BROOS ROAD

WEST

1296 1292 1280

22 SF

23 SF

25 SF

29 SF

37 SF

41 SF

71 VL

79 VL

87 VL

89

ANDERSON

Page 246 of 309

ROAD

WILKS

STREET

Subject Property

PRIVATE  
STORAGE  
GARAGE

DRIVEWAY ACCESS  
TO  
ABUTTING LAND

BROOS  
ROAD

VL

VL

VL

VL

VL

VL

VL

VL

VL

VL

VL

89

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

### BY-LAW 2017-135

**AGREEMENT:** (AG114) A by-law to authorize the execution of an agreement between the City and the Downtown Association ("Downtown"), The Barrel House Wine & Whiskey Bar Inc. ("Barrel House"), Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), 882215 Ontario Inc. ("Reggie's") and Northern Superior Brewing Company Inc. ("Northern Superior") for the use of a portion of Queen Street East from Pim Street to Dennis Street for the 2017 Downtown Street Party Programming.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated June 26, 2017 between the City and the Downtown Association ("Downtown"), The Barrel House Wine & Whiskey Bar Inc. ("Barrel House"), Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), 882215 Ontario Inc. ("Reggie's") and Northern Superior Brewing Company Inc., a copy of which is attached as Schedule "A" hereto. This agreement is a Licence to Occupy City Property for the use of a portion of Queen Street East from Pim Street to Dennis Street for the 2017 Downtown Street Party Programming.

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 26<sup>th</sup> day of June, 2017.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**



## AG-114

## LICENCE TO OCCUPY CITY PROPERTY

**THIS LICENCE** made in duplicate this 26<sup>th</sup> day of June, 2017.

**BETWEEN:**

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

(herein referred to as the "City")

- and -

**DOWNTOWN ASSOCIATION, THE BARREL HOUSE WINE & WHISKEY BAR INC., STEPHEN ALEXANDER OPERATING AS LOPLOP LOUNGE & GALLERY, 882215 ONTARIO INC. AND NORTHERN SUPERIOR BREWING COMPANY INC.**

(herein referred to as the "Licencees")

The City grants to the Downtown Association (the "Downtown"), The Barrel House Wine & Whiskey Bar Inc. ("Barrel House"), Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), 882215 Ontario Inc. ("Reggie's") and Northern Superior Brewing Company Inc. ("Northern Superior") the right to occupy the property of the City ("City Property") identified as a section of Queen Street East from Pim Street to Dennis Street, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City's Outdoor Patio Program, and specifically as shown and identified on Schedule "A" attached to this Licence.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

**SIGNED, SEALED AND DELIVERED**

Date: \_\_\_\_\_

**JOSH INGRAM - MANAGER, DOWNTOWN ASSOCIATION**

***I HAVE THE AUTHORITY TO BIND THE DOWNTOWN***

Date: \_\_\_\_\_

SHAYNE BELL – PRESIDENT,  
THE BARREL HOUSE WINE & WHISKEY BAR  
INC.

**I HAVE THE AUTHORITY TO BIND BARREL HOUSE**

) **Date:** \_\_\_\_\_

) \_\_\_\_\_  
) STEPHEN ALEXANDER – SOLE  
) PROPRIETOR OF LOPLOP LOUNGE &  
) GALLERY

) ***I HAVE THE AUTHORITY TO BIND LOPLOPS***

) **Date:** \_\_\_\_\_

) \_\_\_\_\_  
) REGINALD G. DAIGLE – PRESIDENT,  
) 882215 ONTARIO INC.

) ***I HAVE THE AUTHORITY TO BIND REGGIE'S***

) **Date:** \_\_\_\_\_

) \_\_\_\_\_  
) JEFFREY DICORPO – DIRECTOR, NORTHERN  
) SUPERIOR BREWING COMPANY INC.

) ***I HAVE THE AUTHORITY TO BIND NORTHERN  
SUPERIOR***

) **Date:** June 26, 2017

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

) \_\_\_\_\_  
) **MAYOR – CHRISTIAN PROVENZANO**

) \_\_\_\_\_  
) **CITY CLERK – MALCOLM WHITE**

## **SCHEDULE "A" TO LICENCE TO OCCUPY CITY PROPERTY**

### **City Property**

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on Thursday, July 13, 2017:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by the Downtown. The City and Downtown acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

- A. For the purposes of this Agreement, the terms "Alcohol Service Providers" and "Pop Up Patio or Block Party" are hereby defined as follows:

"Alcohol Service Provider(s)":

In this Licence, Barrel House, Loplops, Reggie's and Northern Superior are collectively referred to as the "Alcohol Service Providers". In this Licence, a reference to an "Alcohol Service Provider" means each of the Barrel House, Loplops, Reggie's and Northern Superior as it relates to their respective establishment.

"Pop Up Patio or Block Party"

In this Licence, Pop Up Patio or Block Party refers to a licensed area operated by an Alcohol Service Provider that is not assembled adjacent to an existing establishment and is located on the City's roadway.

1. Queen Street East, between Pim Street and East Street, as represented in Appendix 1-1.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) An activity area involving a piano to be played by the community;
  - c) A water balloon target carnival game operated by NAS GUNS & AMMO;
  - d) Live music performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 778 Queen Street East;
  - e) An activity area dedicated to ball hockey;
  - f) A tent operated by City Meat Market, located in the vicinity of 792 Queen Street East with the dimensions of ten (10') feet by ten (10') feet, for the purpose of an outdoor barbecue (temporary tables and chairs will be setup); and
  - g) A Pop Up Patio or Block Party operated by Loplops and Northern Superior, located in the vicinity of 716 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet for the purpose of serving alcohol (temporary tables and chairs will be setup).

2. Queen Street East, between East Street and Brock Street, as represented in Appendix 1-2.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Yoga/pilates demonstrations;
  - c) Historical/artifact displays by the Sault Ste. Marie Museum;
  - d) An instructor-led painting lesson consisting of approximately thirty (30) stations of paints and easels;
  - e) Face painting station;
  - f) Phatboy Fireworks display involving the distribution of sparklers to children ten (10) and under (Phatboy Fireworks will not be lighting sparklers or igniting any form of firework);
  - g) Cotton candy station operated by Cotton Willies;
  - h) A tent operated by the local PC Conservative office with the dimensions of ten (10') feet by ten (10') feet, for the purpose of an outdoor barbecue (temporary tables and chairs will be setup); and
  - i) A Pop Up Patio or Block Party operated by Loplops, located in the vicinity of 642 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet for the purpose of serving alcohol (temporary tables and chairs will be setup).
3. Queen Street East, between Brock Street and Spring Street, as represented in Appendix 1-3.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) An alpaca petting area operated by Meadowview Farms;
  - c) Clothing swap station;
  - d) A "remote vehicle" exhibit operated by Sovereign Media;
  - e) Live music and dancing performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 510 Queen Street East;
  - f) A tent operated by the local Farmers' Market, located in the vicinity of 500 Queen Street East with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of fresh produce sales (temporary tables will be setup); and
  - g) A tent operated by newcomers food, located in the vicinity of 504 Queen Street East with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of a food station which will be supplied with pre-cooked food from new caterers in Sault Ste. Marie (temporary tables and chairs will be setup).
4. Queen Street East, between Spring Street and Elgin Street, as represented in Appendix 1-4.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Raffle prize station operated by the Ontario Finnish Resthome;
  - c) Kids' games consisting of life-size board games (i.e., Scrabble, chess, Jenga, etc.);
  - d) A mobile jail exhibit operated by Sault Ste. Marie's Crime Stoppers;
  - e) An outdoor movie viewing consisting of temporary seating and an inflatable screen with the dimensions of eight (8') feet by fourteen (14') feet;
  - f) Live music performances on the March Street Stage, located at March Street and Queen Street East;

- g) A Pop Up Patio or Block Party operated by Barrel House, located in the vicinity of 476 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet for the purpose of serving alcohol (temporary tables and chairs will be setup); and
  - h) A Pop Up Patio or Block Party operated by Reggie's, located in the vicinity of 458 Queen Street East and consisting of two (2) tents, each with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of serving alcohol (temporary tables and chairs will be setup).
5. Queen Street East, between Elgin Street and Bruce Street, as represented in Appendix 1-5.
- a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Live music and dance performances without the use of a stage;
  - c) Kids' games consisting of simple lawn games (i.e., washer toss, sidewalk chalk, hula hoops, etc.) hosted by Planetary Pride;
  - d) An activity area dedicated to ball hockey;
  - e) Live music performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 332 Queen Street East;
  - f) An inflatable bounce castle, located in the vicinity of 356 Queen Street East, with the dimensions of twenty (20') feet by twenty (20') feet;
  - g) A tent operated by The Summit Community Church, located in the vicinity of 302 Queen Street East with the dimensions of ten (10') feet by ten (10') feet, for the purpose of serving coffee and baked goods (temporary tables and chairs will be setup);
  - h) A tent operated by Shabby Motley, located in the vicinity of 368 Queen Street East with the dimensions of ten (10') feet by ten (10') feet, for the purpose of selling coffee and baked goods (temporary tables and chairs will be setup); and
  - i) A Pop Up Patio or Block Party operated by Loplops, located in the vicinity of 362 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of serving alcohol (temporary tables and chairs will be setup).
6. Queen Street East, between Bruce Street and Dennis Street, as represented in Appendix 1-6.
- a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Paint demonstrations by Youth Odena (temporary tables will be setup);
  - c) Emergency services vehicle display and tour, includes Sault Ste. Marie Police Service and Emergency Medical Services (fire and ambulance);
  - d) A station operated by David's Tea for the purpose of distributing free tea samples;
  - e) Live music performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 242 Queen Street East; and
  - f) A Pop Up Patio or Block Party operated by Loplops and Northern Superior, located in the vicinity of 208 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of serving alcohol (temporary tables and chairs will be setup).

The above is collectively referred to as the "Programming" in this Licence Agreement.

**SCHEDULE "B" TO  
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants permission to the Licencees to set up and conduct the Programming specifically enumerated in Schedule "A" to this Licence Agreement on July 13, 2017 as part of the Programming on Queen Street East, between Pim Street and Dennis Street, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for July 13, 2017:
  - a. between the hours of 3:00 p.m. and 6:00 p.m., the Licencees may setup the Pop Up Patios or Block Parties and other Programming as necessary;
  - b. between the hours of 6:00 p.m. and 11:30 p.m., the Programming shall carry on;
  - c. between the hours of 6:00 p.m. and 11:30 p.m. the Alcohol Service Providers may serve alcoholic beverages on their respective Pop Up Patios or Block Parties in accordance with their Liquor Permit acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
  - d. by the hour of 12:00 a.m. on July 14, 2017, the Licencees shall have completed the removal of the Pop Up Patios or Block Parties and all other items related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. The tent structures and inflatable bounce castle described in Schedule "A" to this Licence are to comply with the following conditions:
  - a. The tent structures must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
  - b. The tent structures must be at ground level and must not be raised in any way;
  - c. The tent structures and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
  - d. The tent structures, inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.
3. The Licencees agree to comply with all City and ACOG regulations including placement of barricades to the satisfaction of the City and fire safety.
4. The Licencees represent and warrant that prior to the commencement of the Event, the Licencees have obtained any and all required permits and have complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming.
5. The Downtown represents and warrants that the "alpaca petting area", as set forth in section A(3)(b) of Schedule "A" to this Licence Agreement, shall comply with the Ontario Ministry of Health's *Recommendations to Prevent Disease and Injury Associated with Petting Zoos in Ontario*, as provided by the Algoma Public Health.



6. Prior to the commencement of the Event, the Downtown shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Assistant City Solicitor/Senior Litigation Counsel by July 10, 2017, the Licencees acknowledge and agree that the Programming shall not proceed on July 13, 2017 as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

**CITY:**

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

7. The Downtown warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
  - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
  - b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 2" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.
8. The Alcohol Service Providers represent and warrant that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio or Block Party. The Alcohol Service Providers further represent and warrant that they have submitted a written form of notification of their respective Pop Up Patio or Block Party Programming for the Event to the AGCO, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*, R.S.O 1990, c. L. 19.
9. The Alcohol Service Providers acknowledge and agree that they shall provide and serve alcohol for the Event at their respective Pop Up Patio, Extended Patio Area and/or Block Party only if their respective Pop Up Patio, Extended Patio Area and/or Block Party Programming is approved by the AGCO and the requirements set out in Section 9 below are satisfied. The Downtown represents and warrants that it is the sponsor of the Pop Up Patios or Block Parties and all other Programming related to the Event, including the Event itself.

10. Prior to the commencement of the Event, the Alcohol Service Providers shall provide the City, by facsimile or email, written confirmation from the AGCO that they have received approval for their respective Pop Up Patio, Extended Patio Area and/or Block Party Programming for the Event. In the event that such confirmation of approval has not been received by the City by 12:00 p.m. on July 10, 2017, the Licencees acknowledge and agree that the Event Programming shall not proceed on July 13, 2017 with respect to the Pop Up Patio or Block Party component not so confirmed as required herein, and this Licence is hereby terminated as it pertains to the Pop Up Patios or Block Parties not so confirmed as required herein. Such written confirmation shall be sent as follows:

**CITY:**

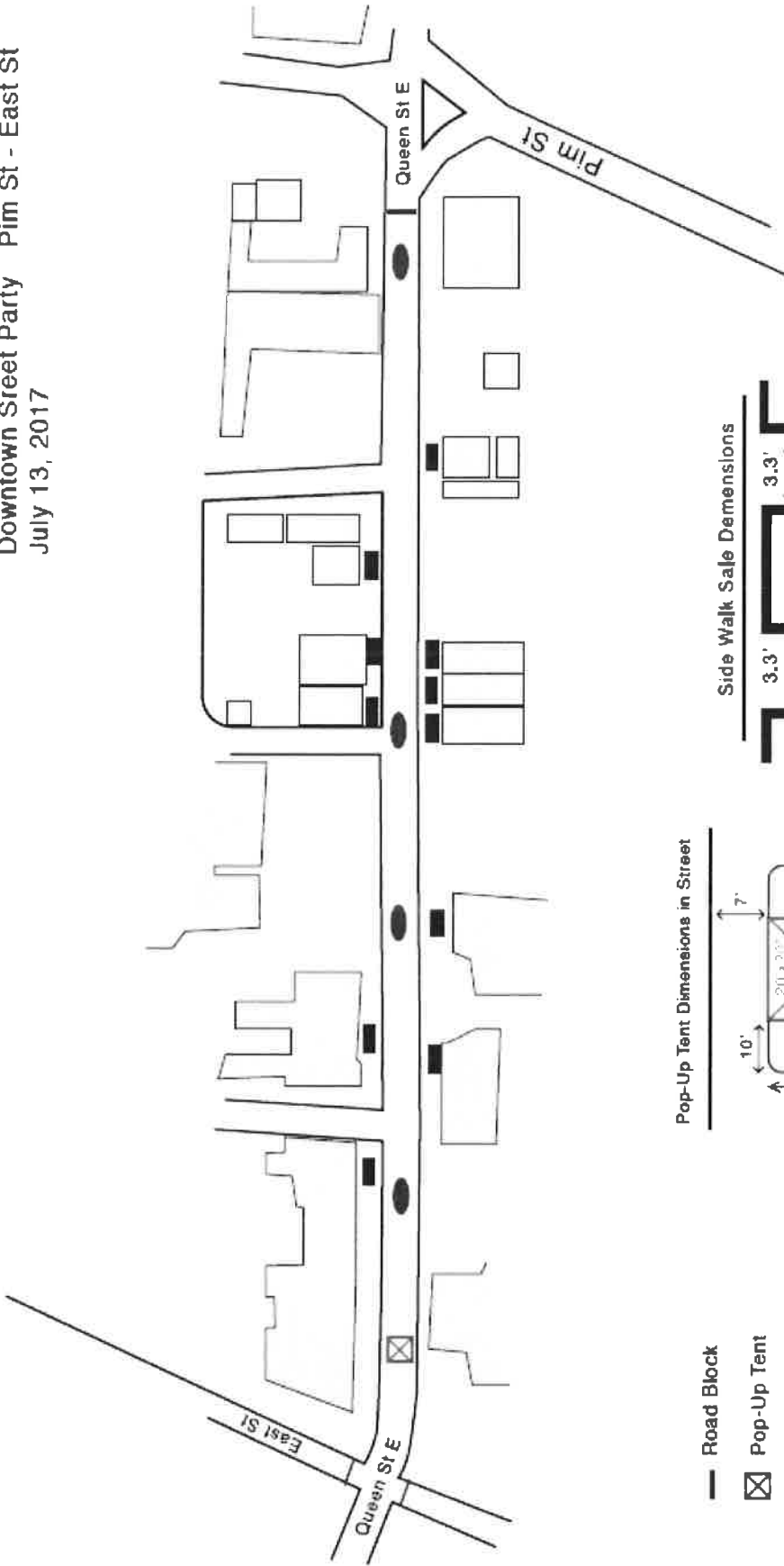
Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

11. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop Up Patios, Block Parties or any other matters related to the Programming and/or the Event. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the Pop Up Patios or Block Parties and all other matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.
12. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencees acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
13. The Alcohol Service Providers and the Downtown shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the Pop Up Patios or Block Parties. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patios or Block Parties. The Alcohol Service Providers and the Downtown shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Alcohol Service Providers and/or the Downtown of such liquor licence requirements and/or approvals.

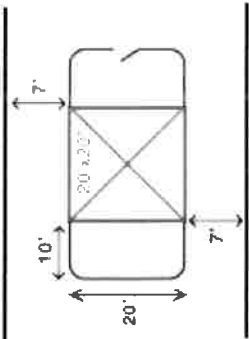
14. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.
15. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.
16. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
17. The Licencees shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
18. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
19. The Event shall terminate at 11:30 p.m. on July 13, 2017. The Licencees shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 12:00 a.m. on July 14, 2017, and leave the City Property in a condition satisfactory to the City, provided that if the required cleanup activities are not completed by the Licencees by 12:00 a.m. on July 14, 2017, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencees.
20. The Licencees shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencees shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
21. The Licencees each shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before July 10, 2017.

22. This Licence Agreement shall terminate at 12:00 a.m. on July 14, 2017. The provisions of Paragraphs 10-16 inclusive, and Paragraph 18 of this Licence survive the termination of this Licence.

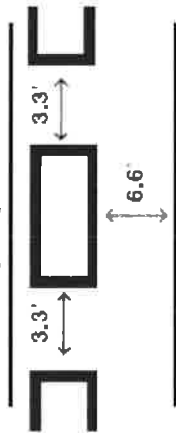
Downtown Sreet Party   Pim St - East St  
July 13, 2017



Pop-Up Tent Dimensions in Street



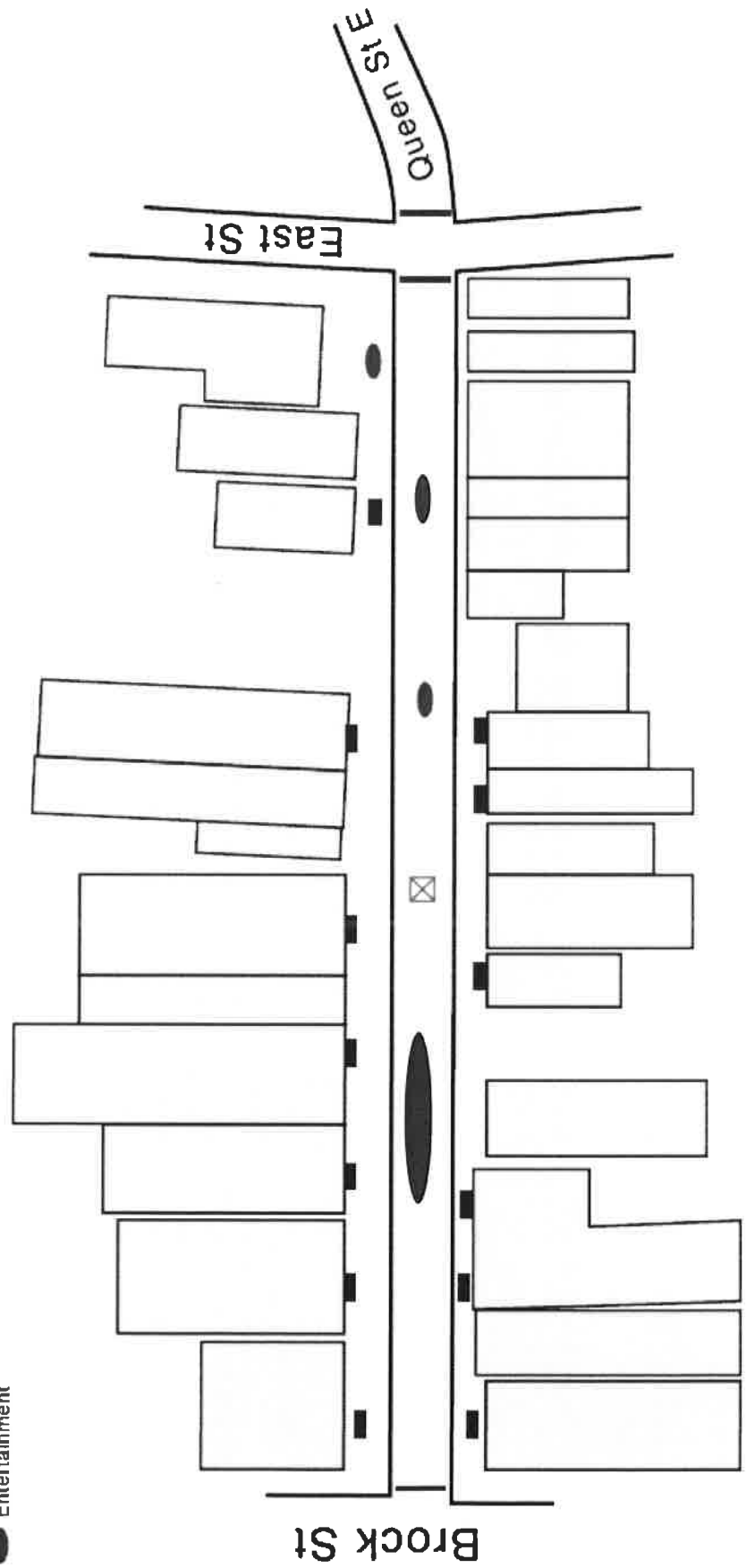
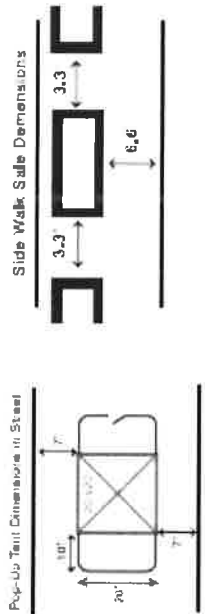
Side Walk Sale Dimensions



- Road Block
- ⊗ Pop-Up Tent
- ⊙ Car
- Sidewalk Sale
- Entertainment

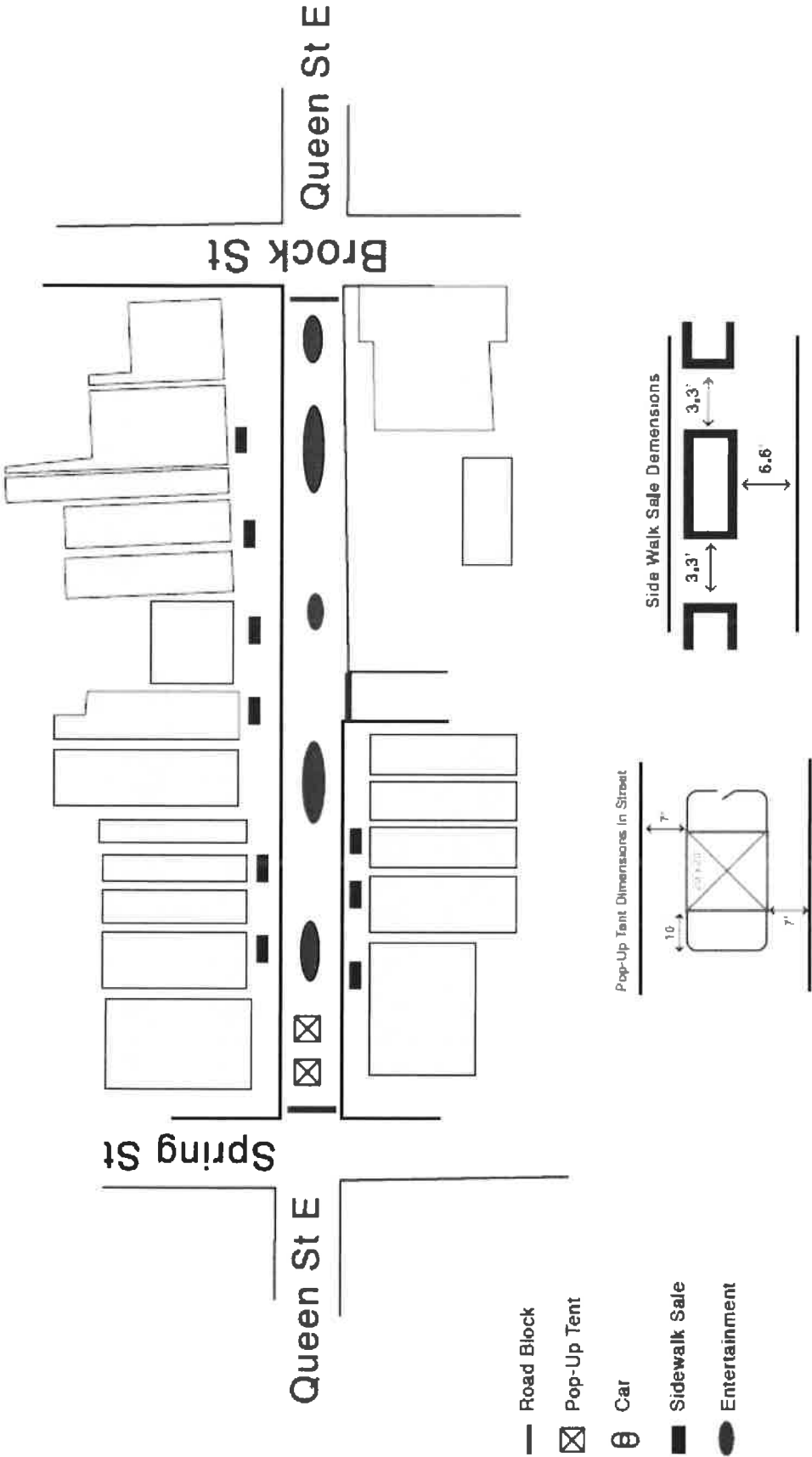
Downtown Street Party East St - Brock St  
July 13, 2017

- Road Block
- ⊗ Pop-Up Tent
- ⊖ Car
- Sidewalk Sale
- Entertainment

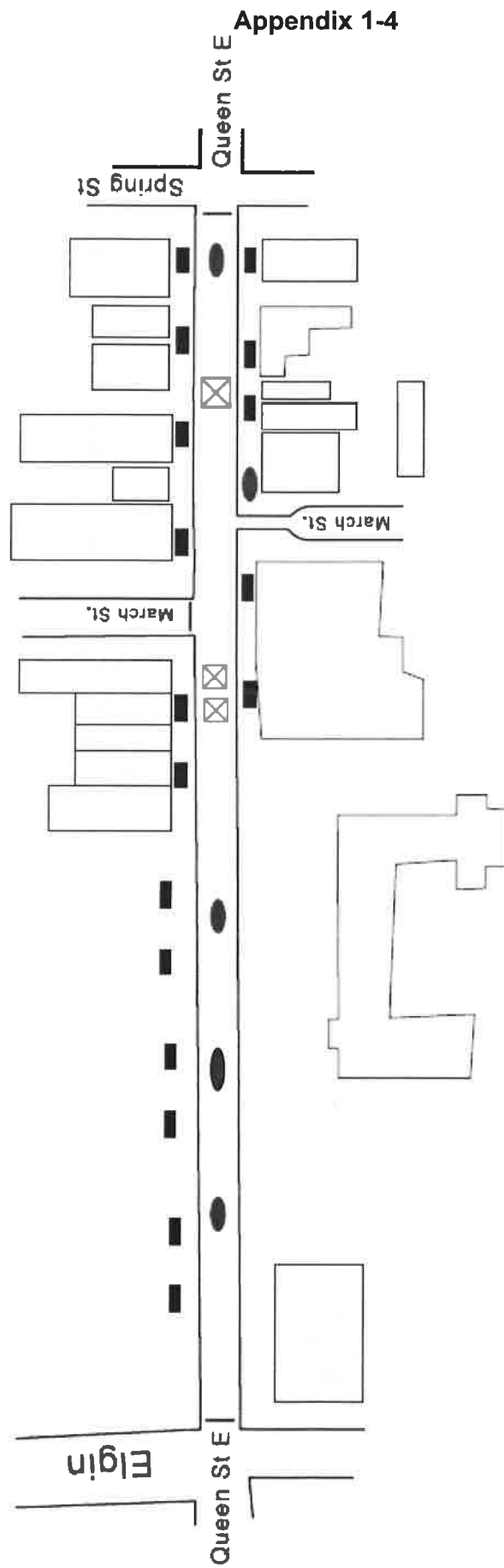




Downtown Sreet Party  
July 13, 2017

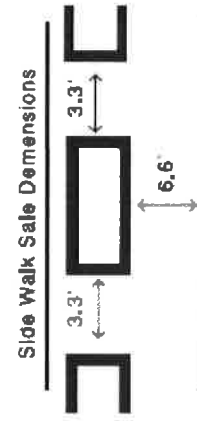
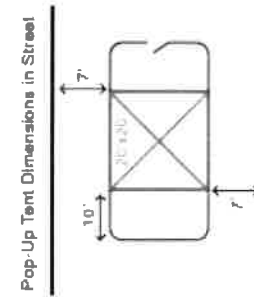
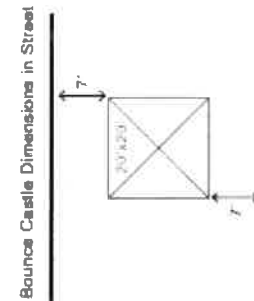


Downtown Sreet Party Spring St - Elgin St  
July 13, 2017



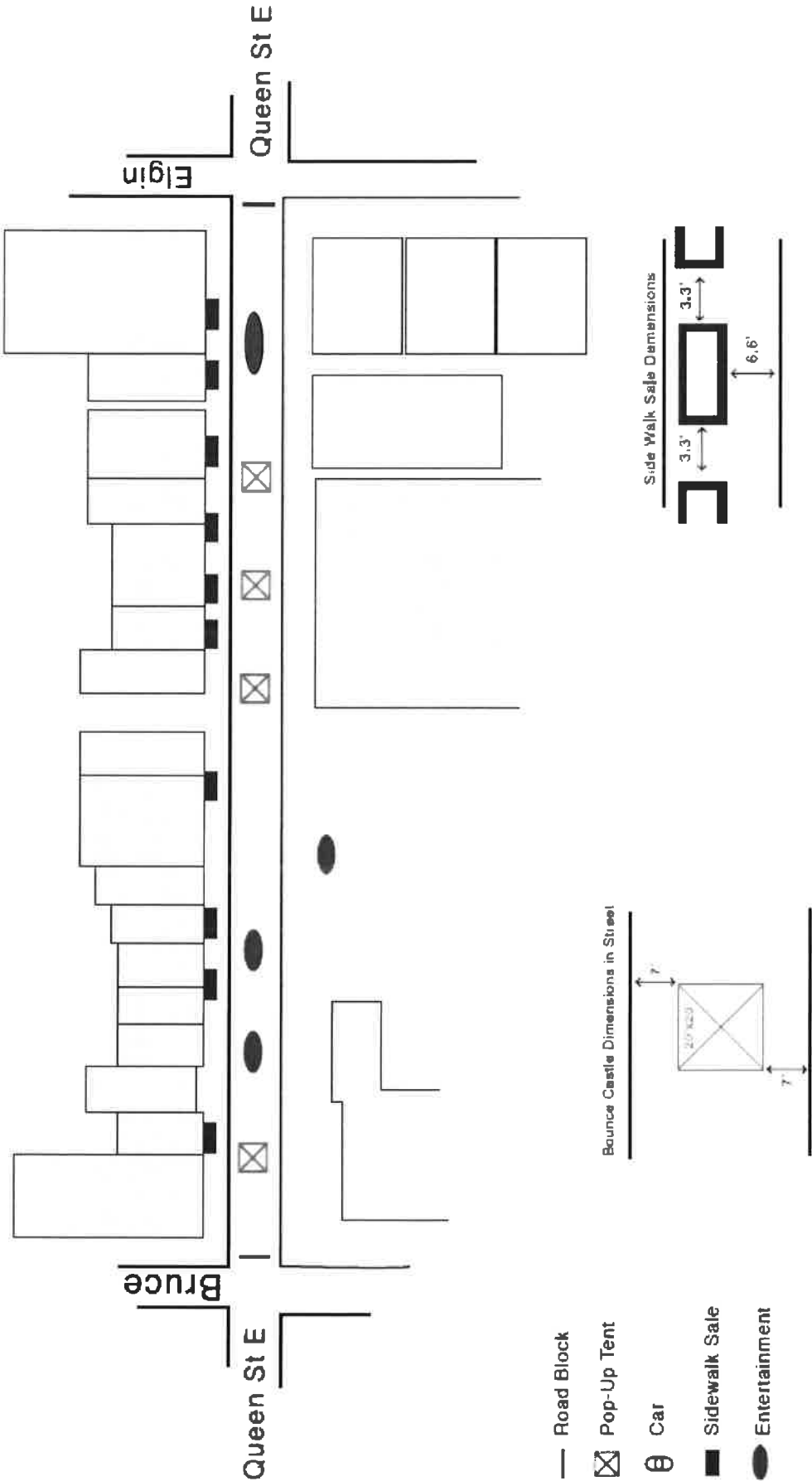
Appendix 1-4

- Road Block
- ⊗ Pop-Up Tent
- ⊗ Car
- Sidewalk Sale
- Entertainment



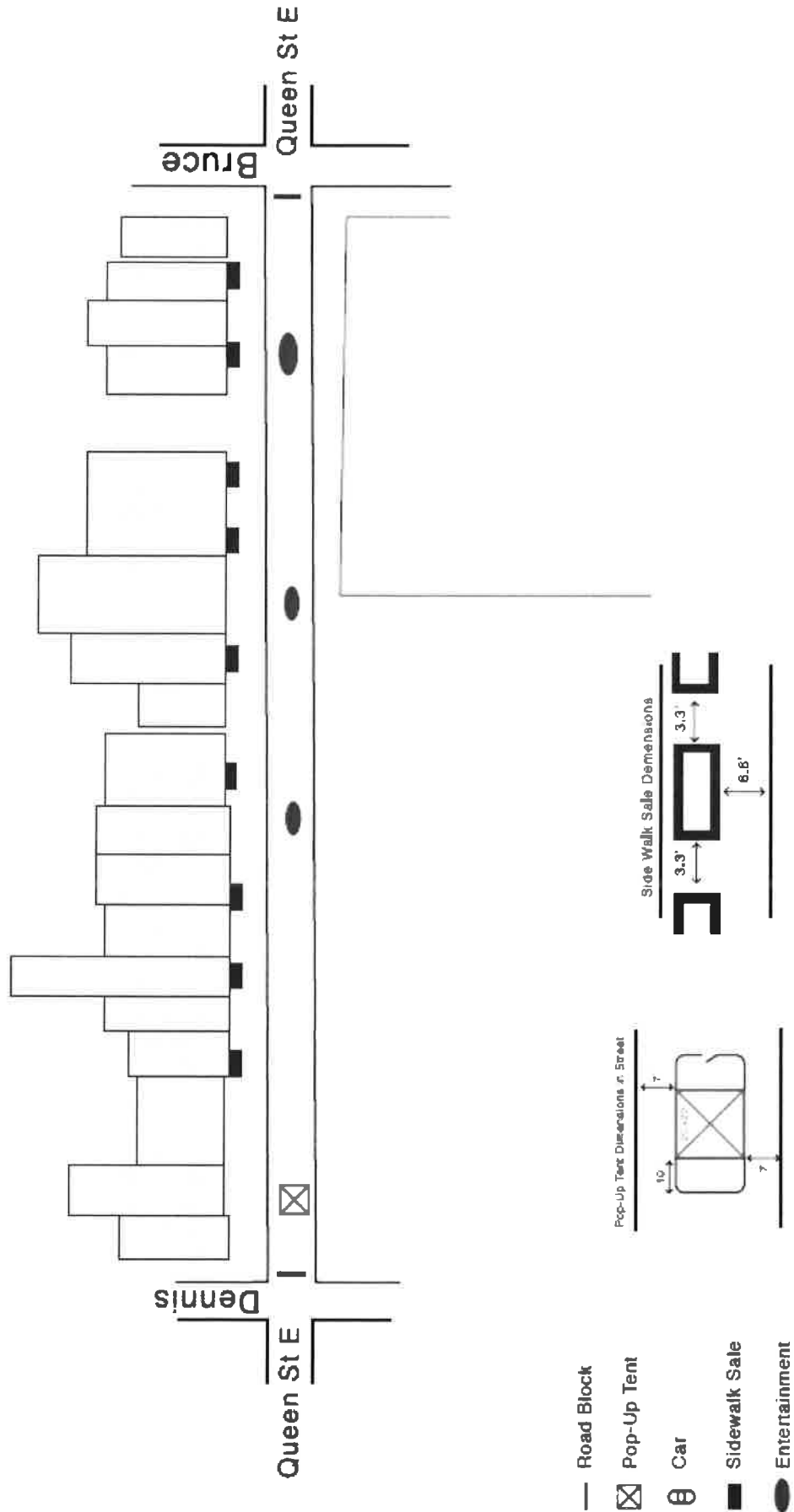
Downtown Sreet Party Elgin St - Bruce St  
July 13, 2017

Appendix 1-5

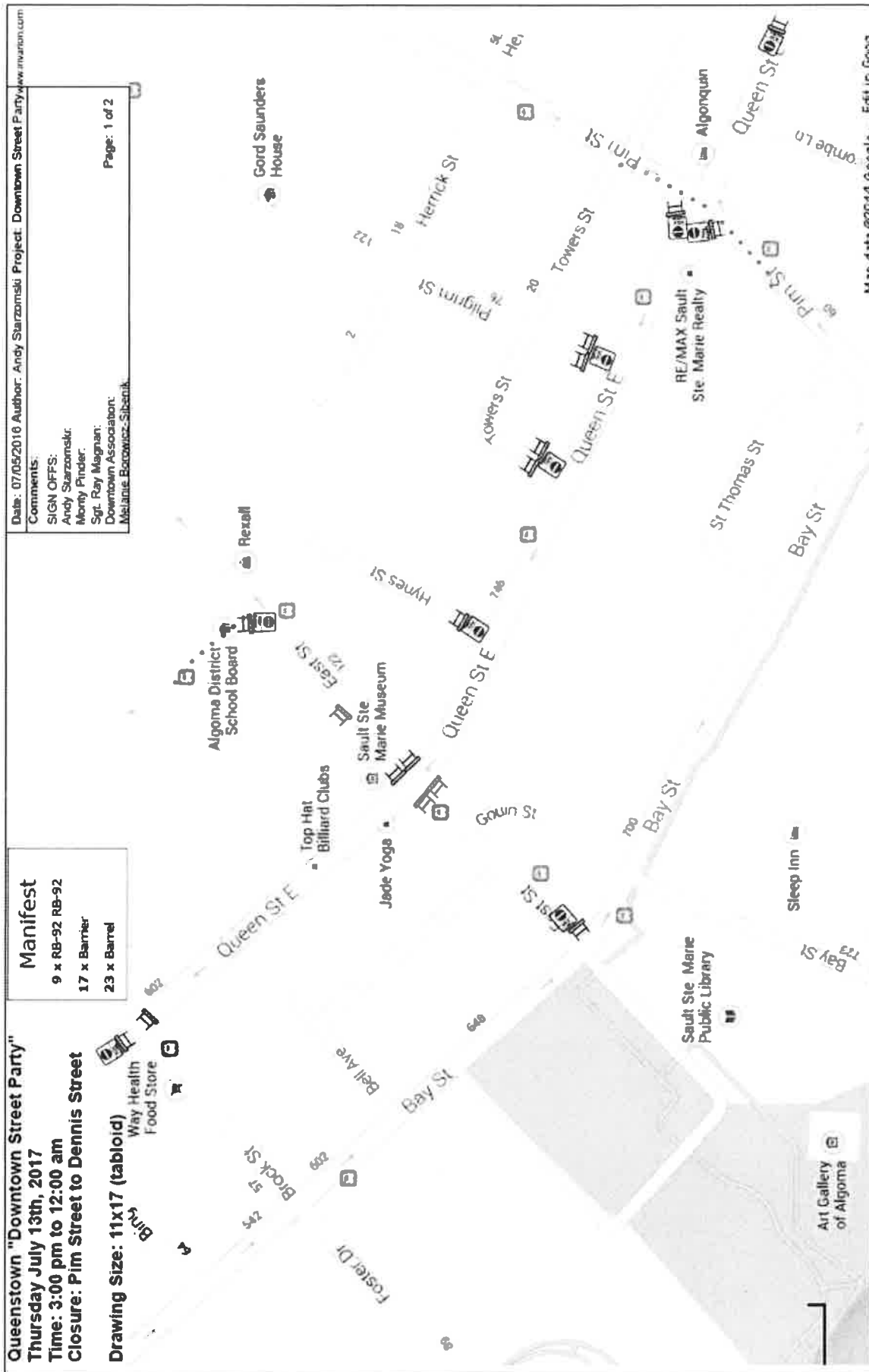


# Appendix 1-6

Downtown Street Party Bruce St - Dennis  
July 13, 2017



## Appendix 2



**Queenstown "Downtown Street Party"**  
**Thursday July 13th, 2017**  
**Time: 3:00 pm to 12:00 am**  
**Closure: Pim Street to Dennis Street**  
**Drawing Size: 11x17 (tabloid)**

**Manifest**  
 6 x RB-92 RB-92  
 23 x Barrier

Date: 07/05/2016 Author: Andy Starzomski Project: Downtown Street Party  
 Comments:  
 SIGN OFFS:  
 Andy Starzomski:  
 Morby Plinder:  
 Sgt. Ray Magnan:  
 Downtown Association  
 Malama Browne-Siberik  
 Page: 2 of 2





AG-114

## LICENCE TO OCCUPY CITY PROPERTY

**THIS LICENCE** made in duplicate this 26<sup>th</sup> day of June, 2017.

**BETWEEN:**

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

(herein referred to as the "City")

- and -

**DOWNTOWN ASSOCIATION, THE BARREL HOUSE WINE & WHISKEY BAR INC., STEPHEN ALEXANDER OPERATING AS LOPLOP LOUNGE & GALLERY, 882215 ONTARIO INC. AND NORTHERN SUPERIOR BREWING COMPANY INC.**

(herein referred to as the "Licencees")

The City grants to the Downtown Association (the "Downtown"), The Barrel House Wine & Whiskey Bar Inc. ("Barrel House"), Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), 882215 Ontario Inc. ("Reggie's") and Northern Superior Brewing Company Inc. ("Northern Superior") the right to occupy the property of the City ("City Property") identified as a section of Queen Street East from Pim Street to Dennis Street, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City's Outdoor Patio Program, and specifically as shown and identified on Schedule "A" attached to this Licence.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

**SIGNED, SEALED AND DELIVERED**

Date: \_\_\_\_\_

**JOSH INGRAM - MANAGER, DOWNTOWN ASSOCIATION**

***I HAVE THE AUTHORITY TO BIND THE DOWNTOWN***

Date: \_\_\_\_\_

SHAYNE BELL – PRESIDENT,  
THE BARREL HOUSE WINE & WHISKEY BAR  
INC.

**I HAVE THE AUTHORITY TO BIND BARREL  
HOUSE**

) **Date:** \_\_\_\_\_

) \_\_\_\_\_  
) STEPHEN ALEXANDER – SOLE  
) PROPRIETOR OF LOPLOP LOUNGE &  
) GALLERY

) ***I HAVE THE AUTHORITY TO BIND LOPLOPS***

) **Date:** \_\_\_\_\_

) \_\_\_\_\_  
) REGINALD G. DAIGLE – PRESIDENT,  
) 882215 ONTARIO INC.

) ***I HAVE THE AUTHORITY TO BIND REGGIE'S***

) **Date:** \_\_\_\_\_

) \_\_\_\_\_  
) JEFFREY DICORPO – DIRECTOR, NORTHERN  
) SUPERIOR BREWING COMPANY INC.

) ***I HAVE THE AUTHORITY TO BIND NORTHERN  
SUPERIOR***

) **Date:** June 26, 2017

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

) \_\_\_\_\_  
) **MAYOR – CHRISTIAN PROVENZANO**

) \_\_\_\_\_  
) **CITY CLERK – MALCOLM WHITE**

## **SCHEDULE "A" TO LICENCE TO OCCUPY CITY PROPERTY**

### **City Property**

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on Thursday, July 13, 2017:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by the Downtown. The City and Downtown acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

- A. For the purposes of this Agreement, the terms "Alcohol Service Providers" and "Pop Up Patio or Block Party" are hereby defined as follows:

"Alcohol Service Provider(s)":

In this Licence, Barrel House, Loplops, Reggie's and Northern Superior are collectively referred to as the "Alcohol Service Providers". In this Licence, a reference to an "Alcohol Service Provider" means each of the Barrel House, Loplops, Reggie's and Northern Superior as it relates to their respective establishment.

"Pop Up Patio or Block Party"

In this Licence, Pop Up Patio or Block Party refers to a licensed area operated by an Alcohol Service Provider that is not assembled adjacent to an existing establishment and is located on the City's roadway.

1. Queen Street East, between Pim Street and East Street, as represented in Appendix 1-1.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) An activity area involving a piano to be played by the community;
  - c) A water balloon target carnival game operated by NAS GUNS & AMMO;
  - d) Live music performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 778 Queen Street East;
  - e) An activity area dedicated to ball hockey;
  - f) A tent operated by City Meat Market, located in the vicinity of 792 Queen Street East with the dimensions of ten (10') feet by ten (10') feet, for the purpose of an outdoor barbecue (temporary tables and chairs will be setup); and
  - g) A Pop Up Patio or Block Party operated by Loplops and Northern Superior, located in the vicinity of 716 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet for the purpose of serving alcohol (temporary tables and chairs will be setup).

2. Queen Street East, between East Street and Brock Street, as represented in Appendix 1-2.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Yoga/pilates demonstrations;
  - c) Historical/artifact displays by the Sault Ste. Marie Museum;
  - d) An instructor-led painting lesson consisting of approximately thirty (30) stations of paints and easels;
  - e) Face painting station;
  - f) Phatboy Fireworks display involving the distribution of sparklers to children ten (10) and under (Phatboy Fireworks will not be lighting sparklers or igniting any form of firework);
  - g) Cotton candy station operated by Cotton Willies;
  - h) A tent operated by the local PC Conservative office with the dimensions of ten (10') feet by ten (10') feet, for the purpose of an outdoor barbecue (temporary tables and chairs will be setup); and
  - i) A Pop Up Patio or Block Party operated by Loplops, located in the vicinity of 642 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet for the purpose of serving alcohol (temporary tables and chairs will be setup).
3. Queen Street East, between Brock Street and Spring Street, as represented in Appendix 1-3.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) An alpaca petting area operated by Meadowview Farms;
  - c) Clothing swap station;
  - d) A "remote vehicle" exhibit operated by Sovereign Media;
  - e) Live music and dancing performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 510 Queen Street East;
  - f) A tent operated by the local Farmers' Market, located in the vicinity of 500 Queen Street East with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of fresh produce sales (temporary tables will be setup); and
  - g) A tent operated by newcomers food, located in the vicinity of 504 Queen Street East with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of a food station which will be supplied with pre-cooked food from new caterers in Sault Ste. Marie (temporary tables and chairs will be setup).
4. Queen Street East, between Spring Street and Elgin Street, as represented in Appendix 1-4.
  - a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Raffle prize station operated by the Ontario Finnish Resthome;
  - c) Kids' games consisting of life-size board games (i.e., Scrabble, chess, Jenga, etc.);
  - d) A mobile jail exhibit operated by Sault Ste. Marie's Crime Stoppers;
  - e) An outdoor movie viewing consisting of temporary seating and an inflatable screen with the dimensions of eight (8') feet by fourteen (14') feet;
  - f) Live music performances on the March Street Stage, located at March Street and Queen Street East;

- g) A Pop Up Patio or Block Party operated by Barrel House, located in the vicinity of 476 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet for the purpose of serving alcohol (temporary tables and chairs will be setup); and
  - h) A Pop Up Patio or Block Party operated by Reggie's, located in the vicinity of 458 Queen Street East and consisting of two (2) tents, each with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of serving alcohol (temporary tables and chairs will be setup).
5. Queen Street East, between Elgin Street and Bruce Street, as represented in Appendix 1-5.
- a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Live music and dance performances without the use of a stage;
  - c) Kids' games consisting of simple lawn games (i.e., washer toss, sidewalk chalk, hula hoops, etc.) hosted by Planetary Pride;
  - d) An activity area dedicated to ball hockey;
  - e) Live music performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 332 Queen Street East;
  - f) An inflatable bounce castle, located in the vicinity of 356 Queen Street East, with the dimensions of twenty (20') feet by twenty (20') feet;
  - g) A tent operated by The Summit Community Church, located in the vicinity of 302 Queen Street East with the dimensions of ten (10') feet by ten (10') feet, for the purpose of serving coffee and baked goods (temporary tables and chairs will be setup);
  - h) A tent operated by Shabby Motley, located in the vicinity of 368 Queen Street East with the dimensions of ten (10') feet by ten (10') feet, for the purpose of selling coffee and baked goods (temporary tables and chairs will be setup); and
  - i) A Pop Up Patio or Block Party operated by Loplops, located in the vicinity of 362 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of serving alcohol (temporary tables and chairs will be setup).
6. Queen Street East, between Bruce Street and Dennis Street, as represented in Appendix 1-6.
- a) Sidewalk sales by retailers in front of their respective place of business;
  - b) Paint demonstrations by Youth Odena (temporary tables will be setup);
  - c) Emergency services vehicle display and tour, includes Sault Ste. Marie Police Service and Emergency Medical Services (fire and ambulance);
  - d) A station operated by David's Tea for the purpose of distributing free tea samples;
  - e) Live music performances on a portable stage with the dimensions of eight (8') feet by twelve (12') feet and eight (8") inches in height, located in the vicinity of 242 Queen Street East; and
  - f) A Pop Up Patio or Block Party operated by Loplops and Northern Superior, located in the vicinity of 208 Queen Street East and consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, for the purpose of serving alcohol (temporary tables and chairs will be setup).

The above is collectively referred to as the "Programming" in this Licence Agreement.

**SCHEDULE "B" TO  
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants permission to the Licencees to set up and conduct the Programming specifically enumerated in Schedule "A" to this Licence Agreement on July 13, 2017 as part of the Programming on Queen Street East, between Pim Street and Dennis Street, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for July 13, 2017:
  - a. between the hours of 3:00 p.m. and 6:00 p.m., the Licencees may setup the Pop Up Patios or Block Parties and other Programming as necessary;
  - b. between the hours of 6:00 p.m. and 11:30 p.m., the Programming shall carry on;
  - c. between the hours of 6:00 p.m. and 11:30 p.m. the Alcohol Service Providers may serve alcoholic beverages on their respective Pop Up Patios or Block Parties in accordance with their Liquor Permit acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
  - d. by the hour of 12:00 a.m. on July 14, 2017, the Licencees shall have completed the removal of the Pop Up Patios or Block Parties and all other items related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. The tent structures and inflatable bounce castle described in Schedule "A" to this Licence are to comply with the following conditions:
  - a. The tent structures must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
  - b. The tent structures must be at ground level and must not be raised in any way;
  - c. The tent structures and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
  - d. The tent structures, inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.
3. The Licencees agree to comply with all City and ACOG regulations including placement of barricades to the satisfaction of the City and fire safety.
4. The Licencees represent and warrant that prior to the commencement of the Event, the Licencees have obtained any and all required permits and have complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming.
5. The Downtown represents and warrants that the "alpaca petting area", as set forth in section A(3)(b) of Schedule "A" to this Licence Agreement, shall comply with the Ontario Ministry of Health's *Recommendations to Prevent Disease and Injury Associated with Petting Zoos in Ontario*, as provided by the Algoma Public Health.

6. Prior to the commencement of the Event, the Downtown shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Assistant City Solicitor/Senior Litigation Counsel by July 10, 2017, the Licencees acknowledge and agree that the Programming shall not proceed on July 13, 2017 as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

**CITY:**

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczibenik@cityssm.on.ca](mailto:m.borowiczibenik@cityssm.on.ca)

7. The Downtown warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
  - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
  - b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 2" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.
8. The Alcohol Service Providers represent and warrant that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio or Block Party. The Alcohol Service Providers further represent and warrant that they have submitted a written form of notification of their respective Pop Up Patio or Block Party Programming for the Event to the AGCO, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*, R.S.O 1990, c. L. 19.
9. The Alcohol Service Providers acknowledge and agree that they shall provide and serve alcohol for the Event at their respective Pop Up Patio, Extended Patio Area and/or Block Party only if their respective Pop Up Patio, Extended Patio Area and/or Block Party Programming is approved by the AGCO and the requirements set out in Section 9 below are satisfied. The Downtown represents and warrants that it is the sponsor of the Pop Up Patios or Block Parties and all other Programming related to the Event, including the Event itself.



10. Prior to the commencement of the Event, the Alcohol Service Providers shall provide the City, by facsimile or email, written confirmation from the AGCO that they have received approval for their respective Pop Up Patio, Extended Patio Area and/or Block Party Programming for the Event. In the event that such confirmation of approval has not been received by the City by 12:00 p.m. on July 10, 2017, the Licencees acknowledge and agree that the Event Programming shall not proceed on July 13, 2017 with respect to the Pop Up Patio or Block Party component not so confirmed as required herein, and this Licence is hereby terminated as it pertains to the Pop Up Patios or Block Parties not so confirmed as required herein. Such written confirmation shall be sent as follows:

**CITY:**

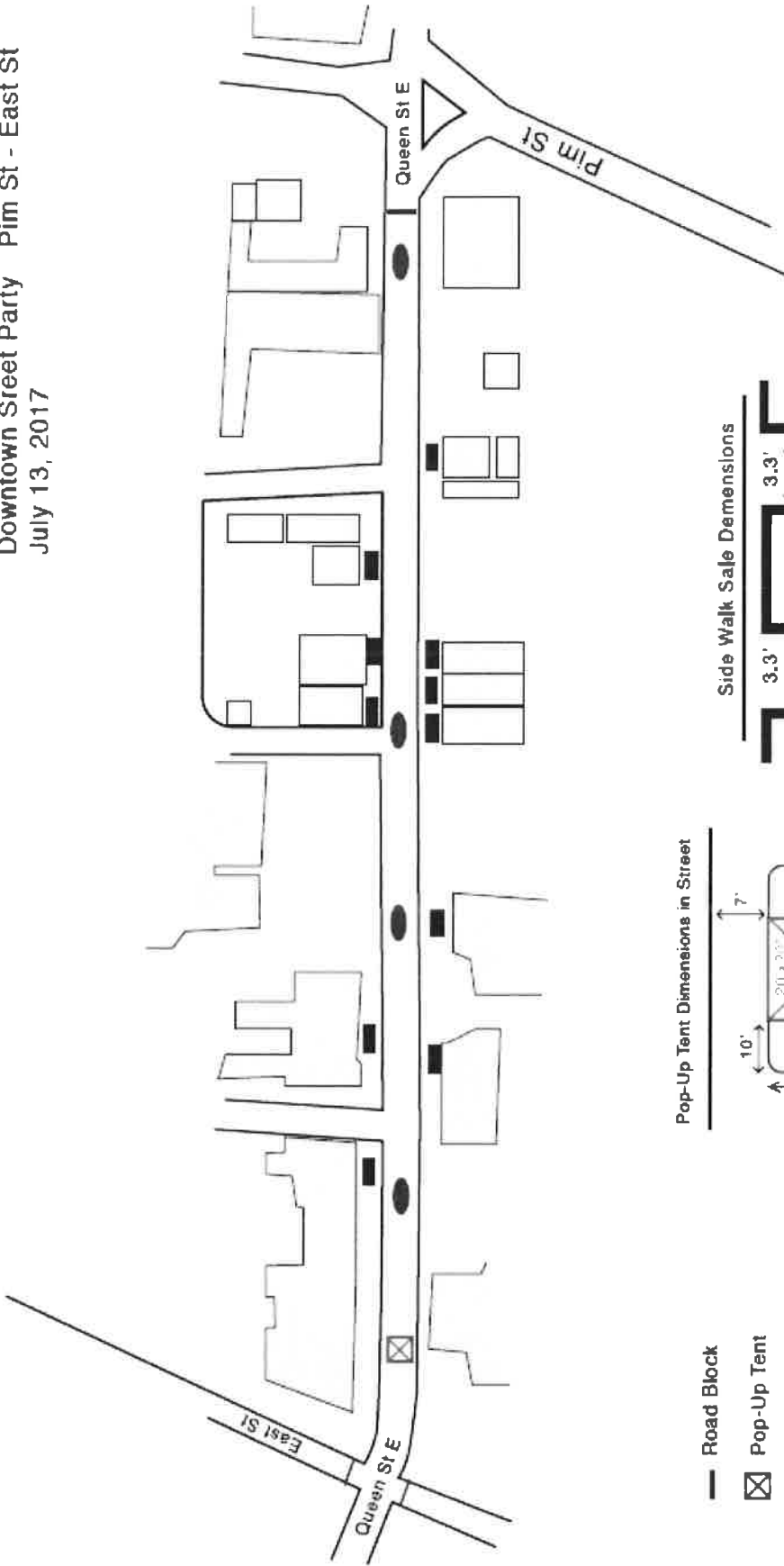
Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

11. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop Up Patios, Block Parties or any other matters related to the Programming and/or the Event. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the Pop Up Patios or Block Parties and all other matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.
12. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencees acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
13. The Alcohol Service Providers and the Downtown shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the Pop Up Patios or Block Parties. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patios or Block Parties. The Alcohol Service Providers and the Downtown shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Alcohol Service Providers and/or the Downtown of such liquor licence requirements and/or approvals.

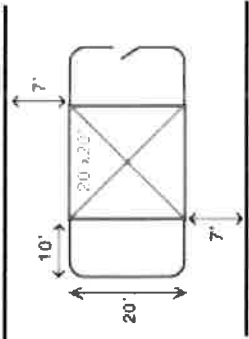
14. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.
15. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.
16. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
17. The Licencees shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
18. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
19. The Event shall terminate at 11:30 p.m. on July 13, 2017. The Licencees shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 12:00 a.m. on July 14, 2017, and leave the City Property in a condition satisfactory to the City, provided that if the required cleanup activities are not completed by the Licencees by 12:00 a.m. on July 14, 2017, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencees.
20. The Licencees shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencees shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
21. The Licencees each shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before July 10, 2017.

22. This Licence Agreement shall terminate at 12:00 a.m. on July 14, 2017. The provisions of Paragraphs 10-16 inclusive, and Paragraph 18 of this Licence survive the termination of this Licence.

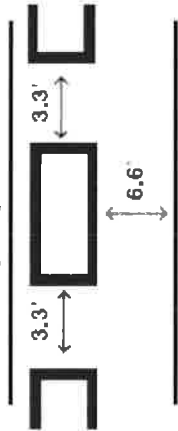
Downtown Sreet Party   Pim St - East St  
July 13, 2017



Pop-Up Tent Dimensions in Street



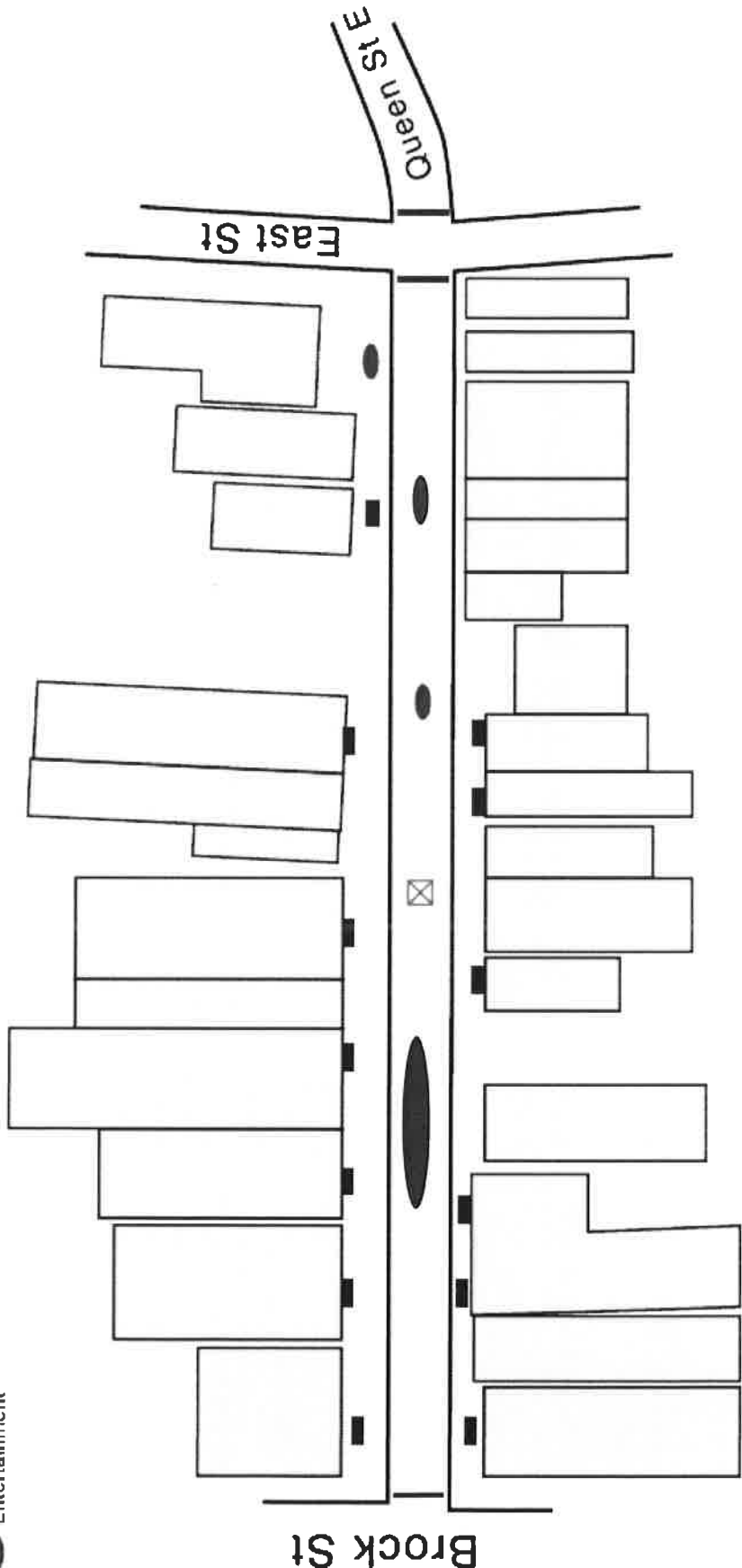
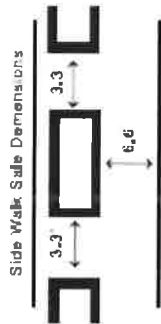
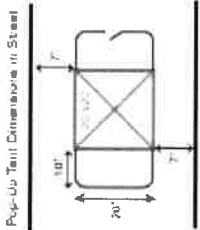
Side Walk Sale Dimensions



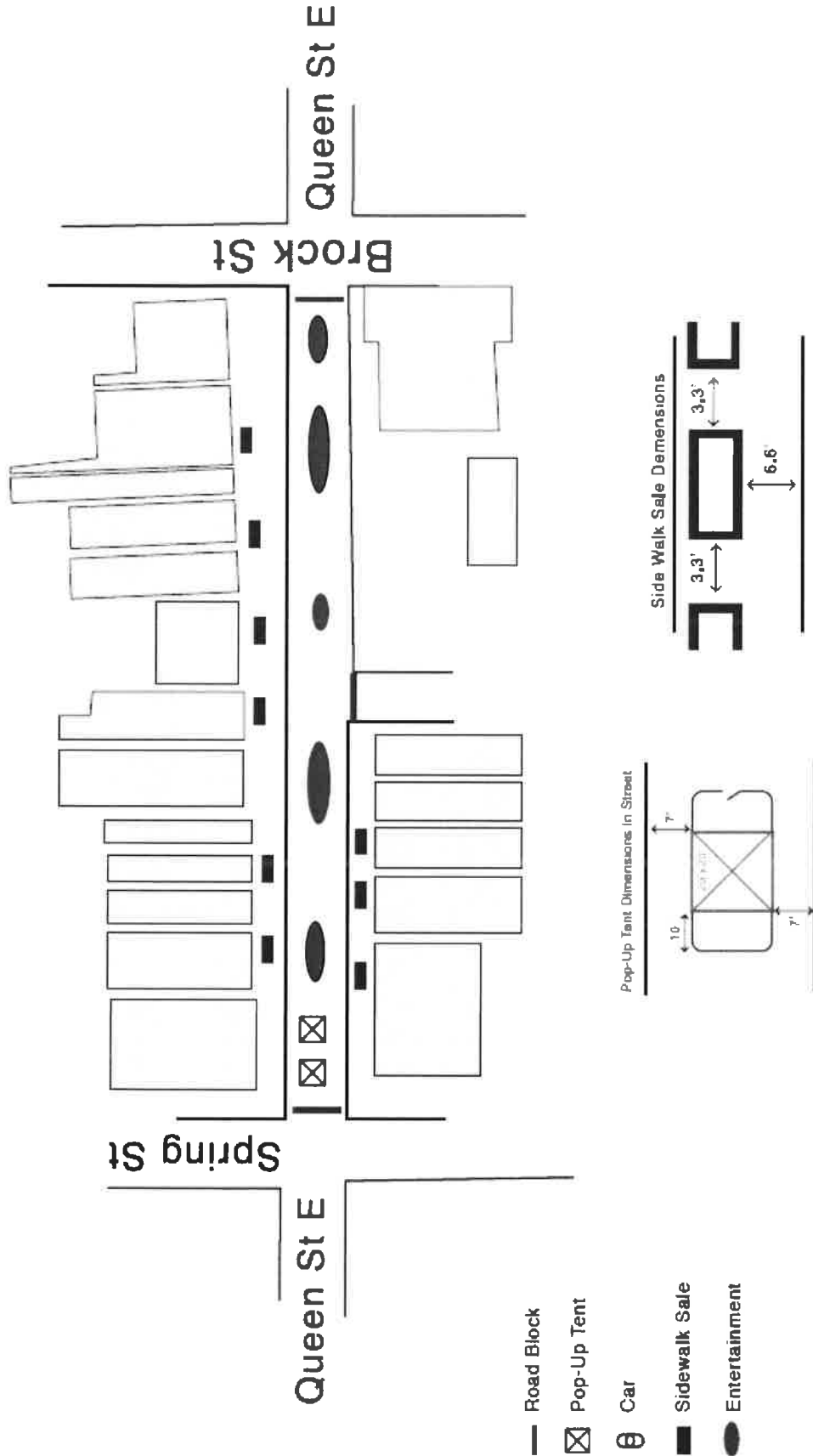
- Road Block
- ⊗ Pop-Up Tent
- ⊙ Car
- Sidewalk Sale
- Entertainment

Downtown Sreet Party East St - Brock St  
July 13, 2017

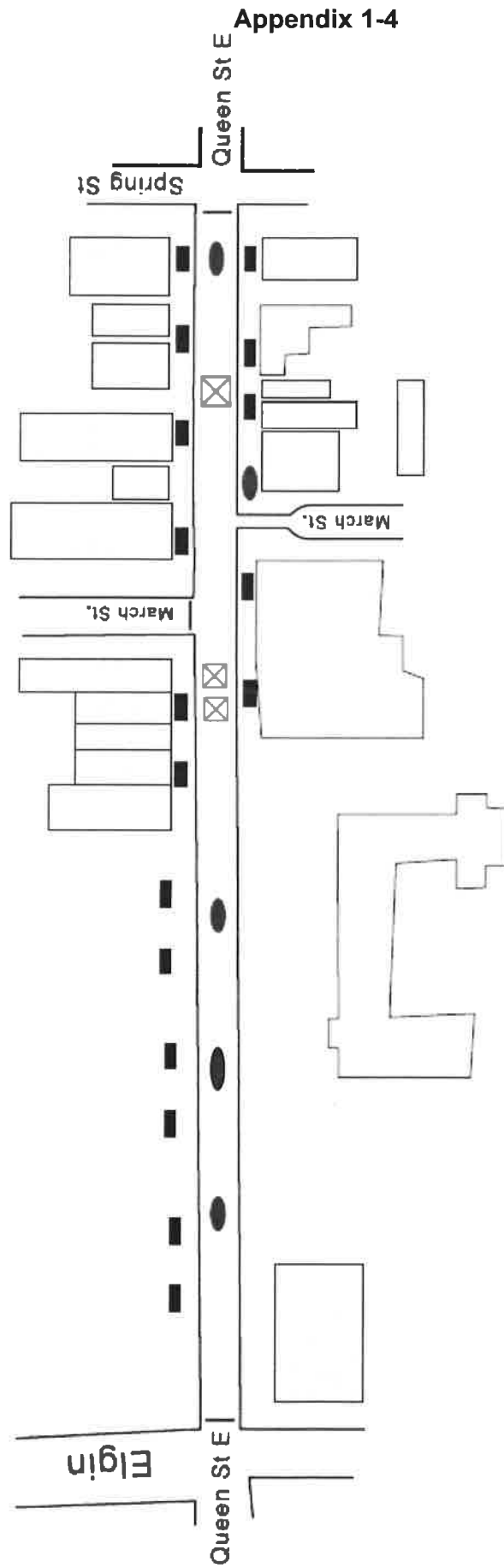
- Road Block
- ⊗ Pop-Up Tent
- ⊖ Car
- Sidewalk Sale
- Entertainment



Downtown Sreet Party  
 Brock St - Spring St  
 July 13, 2017

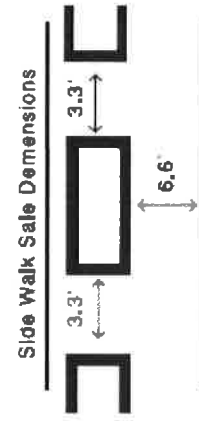
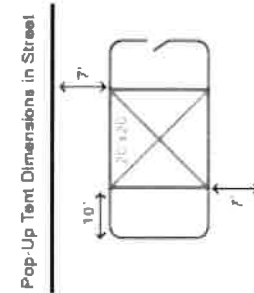
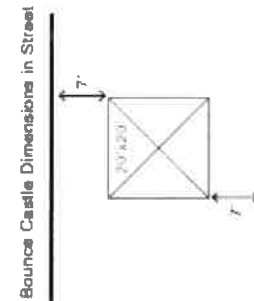


Downtown Sreet Party Spring St - Elgin St  
July 13, 2017



Appendix 1-4

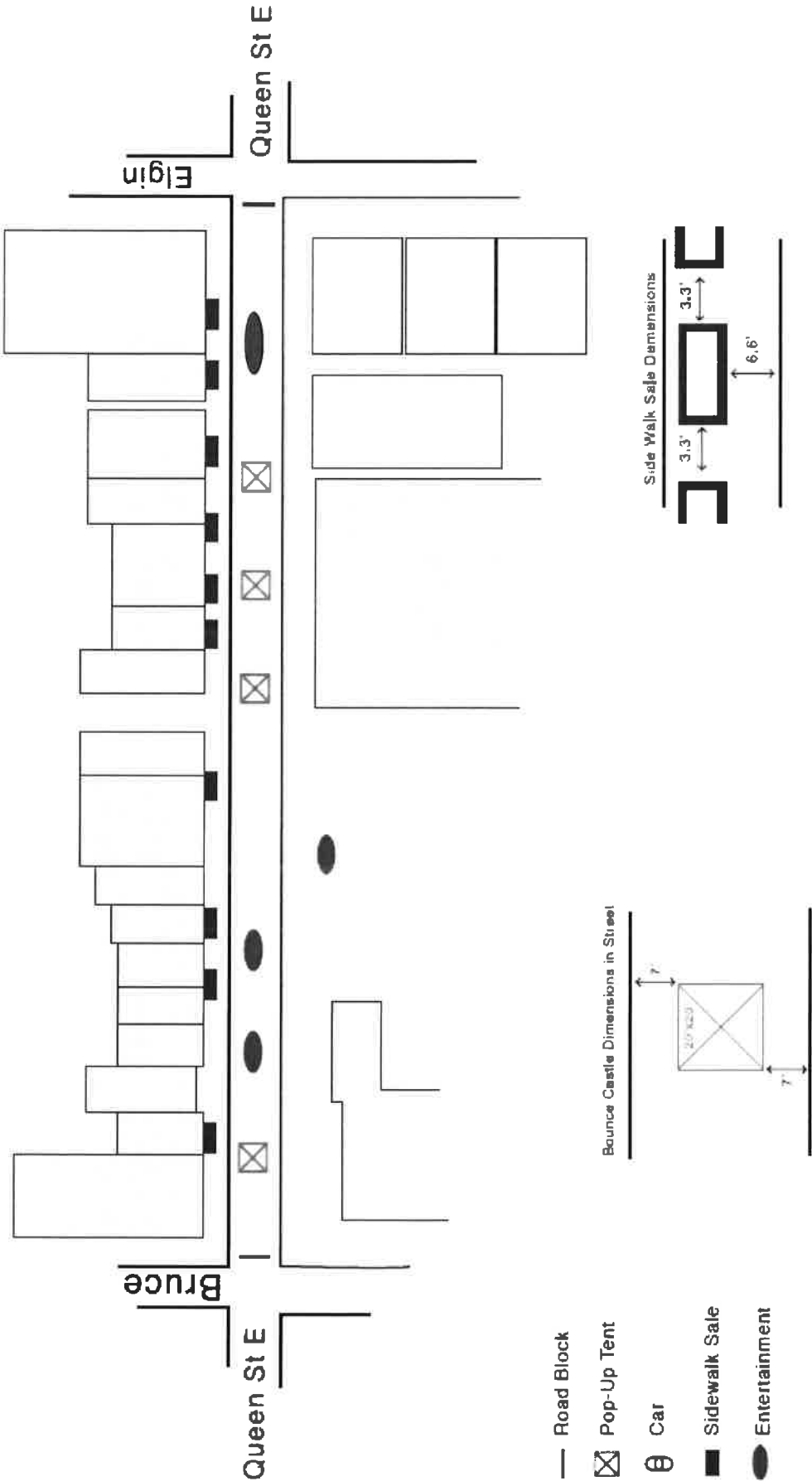
- Road Block
- ⊗ Pop-Up Tent
- ⊙ Car
- Sidewalk Sale
- Entertainment





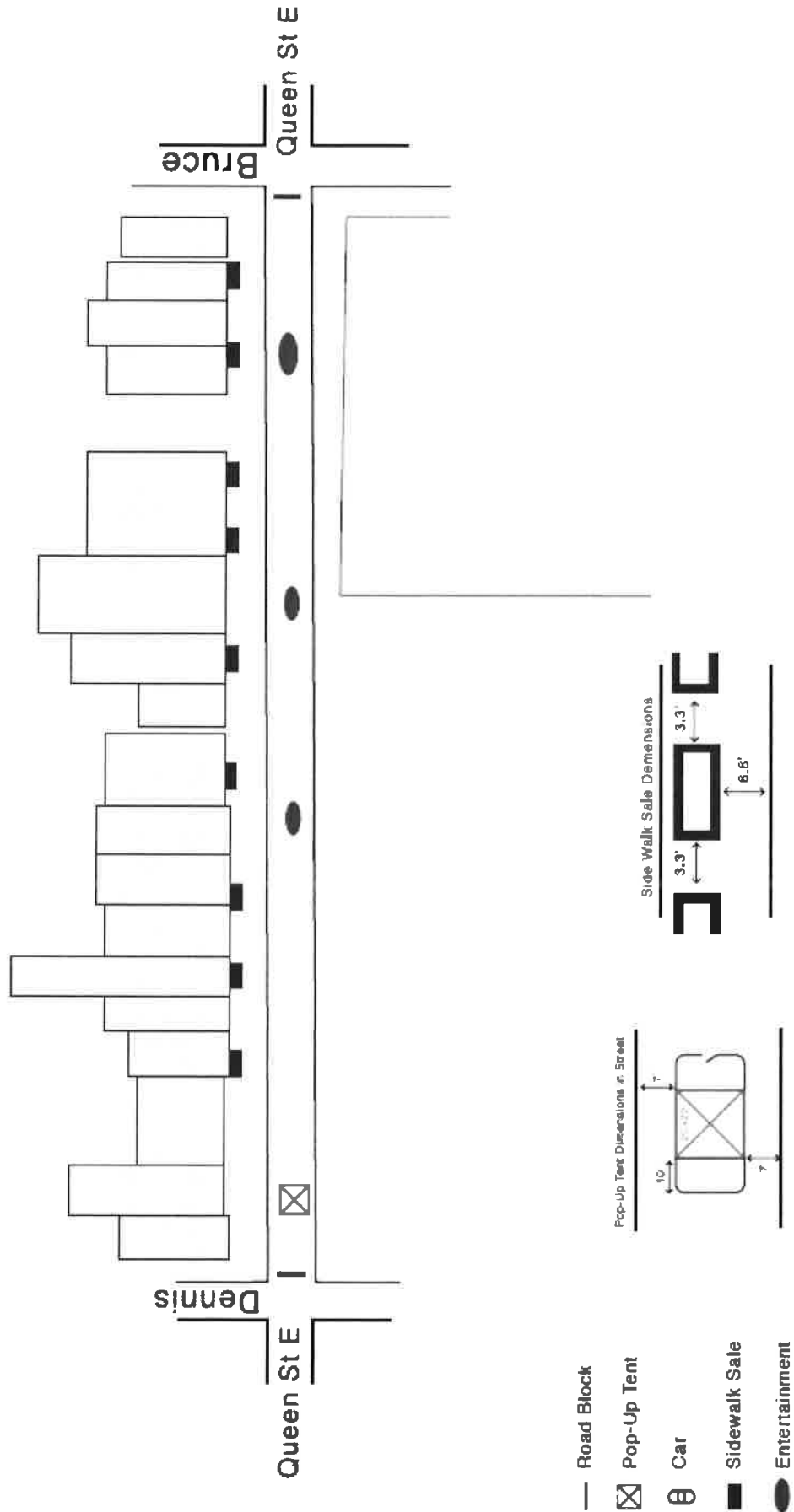
Downtown Sreet Party Elgin St - Bruce St  
July 13, 2017

Appendix 1-5

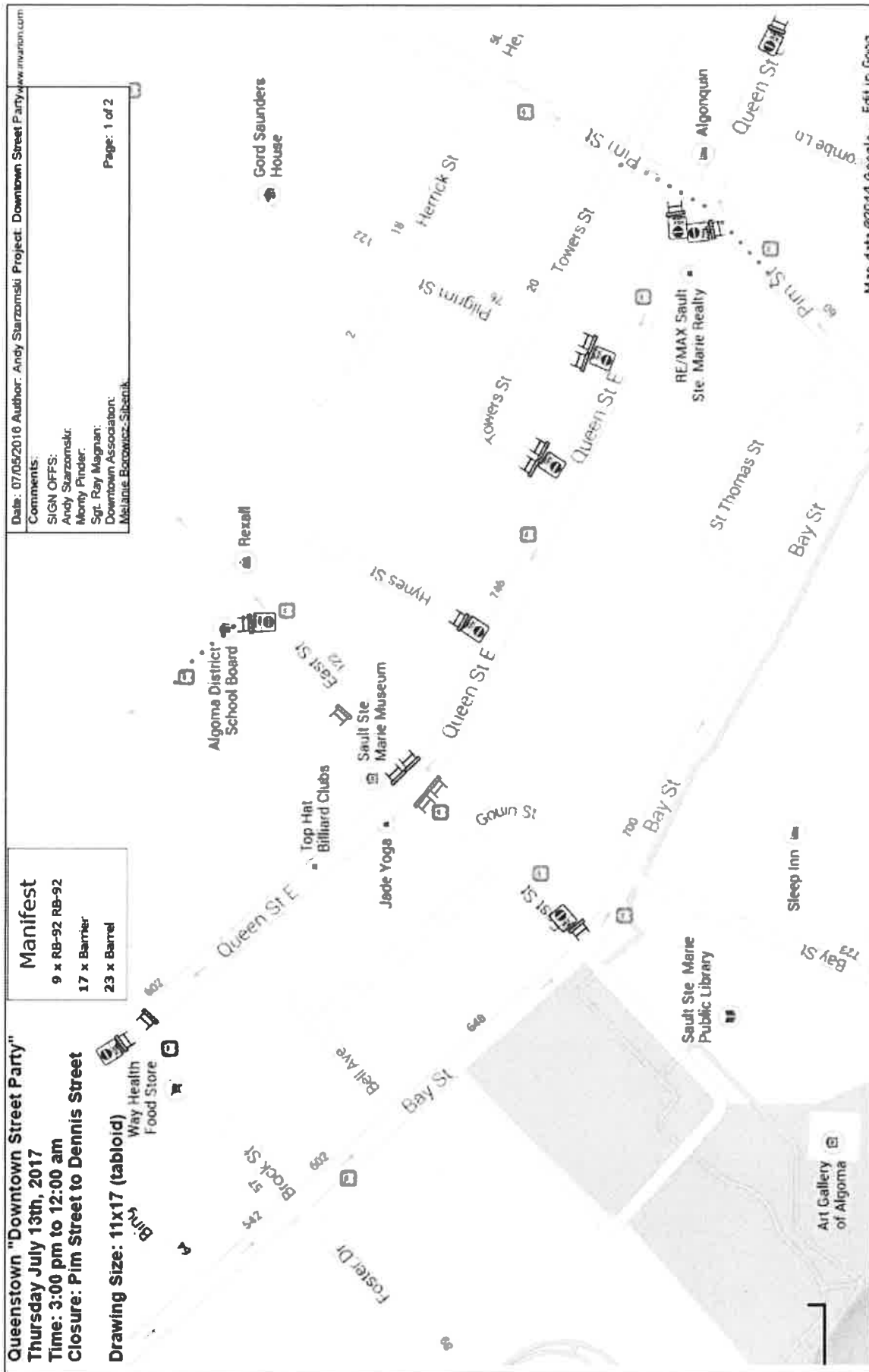


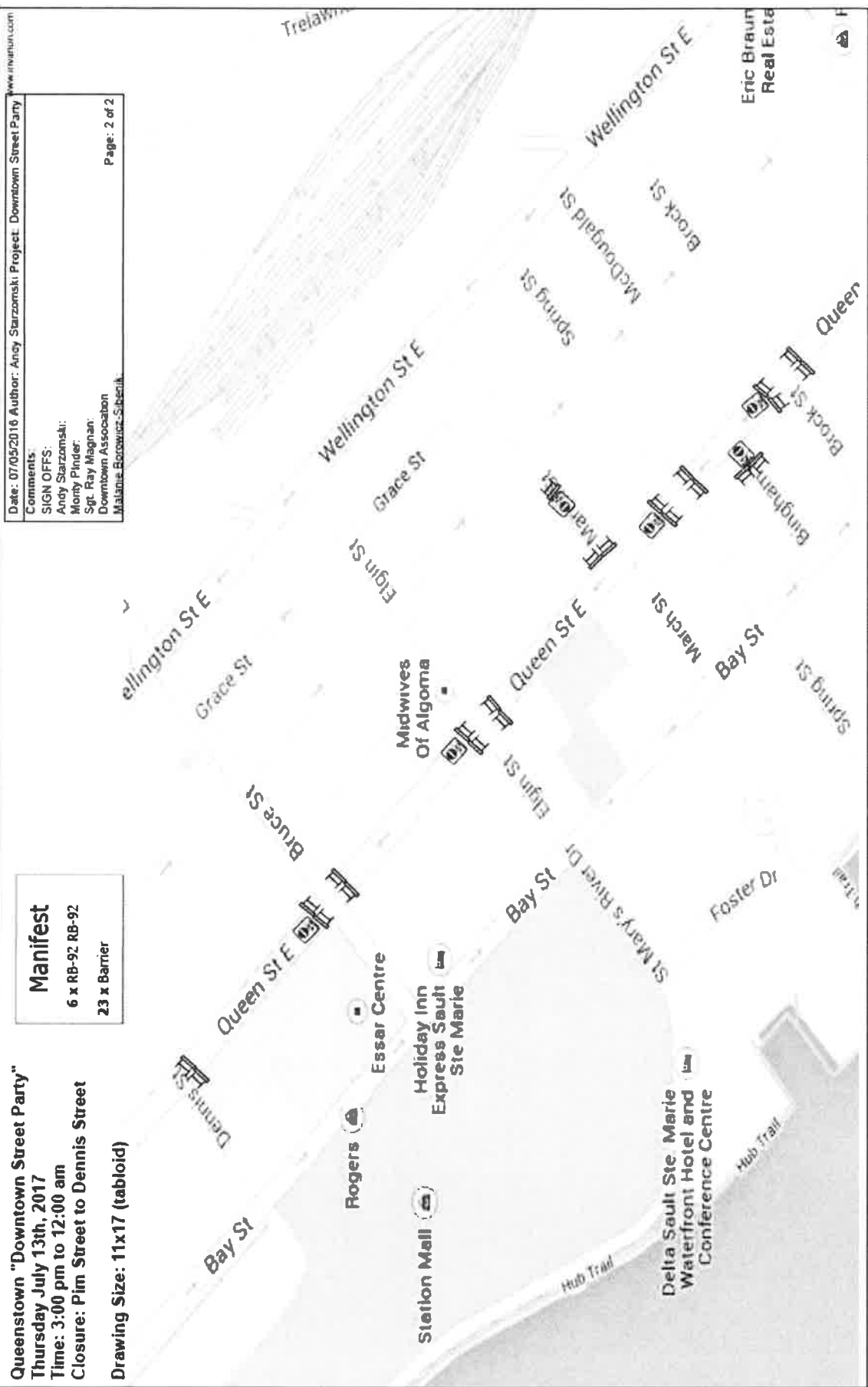
# Appendix 1-6

Downtown Street Party Bruce St - Dennis  
July 13, 2017



## Appendix 2





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

**BY-LAW 2017-136**

**AGREEMENT:** (E2.2) A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the removal of an existing seawall and the replacement with a sloped rock revetment at 711-719 Bay Street (Contract 2017-6E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated June 26, 2017 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the removal of an existing seawall and the replacement with a sloped rock revetment at 711-719 Bay Street (Contract 2017-6E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 26<sup>th</sup> day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

**Schedule "A"**

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

**Contract No. 2017-6E  
Seawall Replacement - 711-719 Bay Street  
FORM OF AGREEMENT**

This Agreement, made (in triplicate) this 26<sup>th</sup> day of June in the year 2017, by and between

**Avery Construction Limited**, hereinafter called the "**Contractor**",

AND

**The Municipal Corporation of the City of Sault Ste. Marie**, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the  
City of Sault Ste. Marie  
Contract No. 2017-6E  
Seawall Replacement – 711-719 Bay Street.**

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, "**the Contract Administrator**".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions 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 Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

**The Corporation:**

The Corporation of the City of Sault Ste. Marie  
P. O. Box 580, Civic Centre, 99 Foster Drive  
Sault Ste. Marie, Ontario, P6A 5N1

**The Contractor:**

Avery Construction Limited  
940 Second Line West  
Sault Ste. Marie, Ontario P6C 2L3

**The Contract Administrator:**

WSP Canada Inc.  
185 East Street  
Sault Ste. Marie, Ontario, P6A 3C8

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

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

---

MAYOR – Christian Provenzano

(seal)

---

CITY CLERK – Malcolm White

**THE CONTRACTOR**

---

AVERY CONSTRUCTION LIMITED

(seal)

---

SIGNATURE



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

**BY-LAW 2017-137**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of an Amending Agreement between the City and AECOM Canada Ltd. for a scope change and revised fee related to the Agreement with AECOM Engineering for the Young Street and Main pump stations dated November 21, 2016.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated June 26, 2017 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for a scope change and revised fee related to the agreement with AECOM Engineering for the Young Street and Main pump stations dated November 21, 2016.

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 26<sup>rd</sup> day of June, 2017.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 26<sup>th</sup> day of June A. D. 2017**

**-BETWEEN-**

**THE CORPORATION OF The City of Sault Ste. Marie**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**AECOM Canada Ltd.**

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake the tendering and construction administration/inspection for replacement of the ATS at the Main and Young Pump Station.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services - As per Article 2 – Services to be Provided.
- c) RFP – N/A
- d) Addenda – N/A
- e) Order of Precedence:
  - i. Addendums
  - ii. Request for Proposal issued
  - iii. Proposal submission document including detailed Work Plan and Fee Estimate

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

### 1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2.

### 1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including

liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$5,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.



1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If not agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

### 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
  - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

#### 1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make

any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

N/A

## ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by the Engineer as provided for in the Engineer's Work Program dated April 18, 2016 and the additional upgrades as requested. These are outlined below.

### Detailed Design and Tendering

1. Project Management.
2. Conduct pre-design meeting Team to review/confirm scope of work.
3. Collect and review all background information including pump set points, wet well volumes, typical flows, etc.
4. Estimate available shutdown period during different flow conditions.
5. Identify contingencies for flow management (portable pump/trucking, etc).
6. Develop tender drawings and technical specifications.
7. Develop front end RFQ documents.
8. Submit DRAFT tender package for City/PUC Review.
9. Finalize tender package.
10. Issue to Contractors.
11. Address questions during tender period.
12. Receive tenders and prepare letter report.
13. Award Contract.

### Construction Services

1. Project management.
2. Coordinate and conduct pre-construction meeting.
3. Liaison with City/PUC to address any on-site construction issues.
4. Administer construction contract (including review of shop drawings, review of calculations, responding to and coordinating with construction issues and questions.)
5. Conduct periodic inspections.
6. Prepare and submit as-constructed drawings.

### Provisional - SCADA Programming

1. Site visit to verify that there is a sufficient space available within existing PLC panels.
2. PLC Program & SCADA modifications to include additional 12 Input signals.
3. PLC program & SCADA modifications to include additional 4 Dial out alarms.
4. PLC hardware configuration changes at Young St. PS & Main Pumping Station to add additional 16-point Digital Input module at each PS.
5. SCADA synchronization at EEP & WEP after PLC& SCADA modifications.
6. Site inspection, co-ordination and contract admin work for SCADA.

### Provisional - Electrical Engineer Site Visit

1. If site conditions require, a visit from Electrical Engineer.

#### Requested Upgrades

1. Update from a 'like for like' replacement of ATS's in the MCC to remote located switches to simplify the future replacement of the MCC.
2. Include the Double Throw Quick Connect switches at each site for connection of portable load banks.
3. Coordinate with the client to find suitable locations for the new equipment.
4. Submit to ESA Plan Review department. This includes the ESA review fee.
5. Additional Construction administration and inspection time for the construction of the upgrades.

#### High Level Floats

1. Prepare design drawings, bill of materials and specifications to install floats and backup panels at each location so that a high level float in the wet well will bring on a large pump and also trigger the ATS cell dialer alarm system without the need for the PLC to be functioning.
2. Work will also include soliciting Contractor pricing for the work, contract administration, shop drawing reviews, periodic inspections, oversight of commissioning and testing and preparation of as-built drawings.

2.02 Services to be provided by the Client are as provided are as outlined below:

1. Access to and, where necessary, copies of existing plans, profiles or other information showing or pertaining to existing conditions within the Project area.
2. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
3. General direction of the Consultant in the provision of the services.
4. Any available information regarding utilities necessary for the preparation of the plans.
5. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
6. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment** (Strike out those that do not apply)

**3.2.1 Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

**3.2.2 Fees Calculated on a Time Basis**

**3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

| <b>Classification</b>          | <b>Billing Rate (\$/hour)</b> |
|--------------------------------|-------------------------------|
| Senior Engineer                | 139 - 165                     |
| Intermediate Engineer          | 100 - 120                     |
| Senior Technician/Technologist | 100 - 150                     |
| Intermediate Technician        | 50 - 100                      |
| Support Staff                  | 60 - 80                       |

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

**3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

**3.2.3 Lump Sum Fee**

(Not Applicable)

**3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

**3.2.5 Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them



in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of **\$70,120.00** plus applicable taxes.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### **3.3 Payment**

#### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

#### **3.3.2 Fees Calculated on a Percentage of Cost Basis**

(Not Applicable)

#### **3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

#### ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

**This** \_\_\_\_ **Day of** \_\_\_\_\_, **2017**

|           |  |
|-----------|--|
| Signature |  |
| Name      |  |
| Title     |  |

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

**This** \_\_\_\_ **Day of** \_\_\_\_\_, **2017**

|           |  |           |  |
|-----------|--|-----------|--|
| Signature |  | Signature |  |
| Name      |  | Name      |  |
| Title     |  | Title     |  |

**ARTICLE 5 – ATTACHMENTS**

N/A

## **SCHEDULE "A"**

**SCHEDULE "A"**

**ATS Replacement at the Main and Young Pump Station**

**Dated the 26<sup>th</sup> day of June, 2017**

1. The estimated fees/upset fee limit for each phase of the project is as follows:

| <b>Description</b>                           | <b>Scope of Work</b> | <b>Estimated Fee</b> | <b>Upset Fee Limit</b> | <b>Estimated Disbursements</b> | <b>Totals</b> |
|----------------------------------------------|----------------------|----------------------|------------------------|--------------------------------|---------------|
| Detailed Design and Tendering                | Article 2.01         |                      | \$11,140               | \$600                          | \$11,740      |
| Construction Services                        | Article 2.01         |                      | \$15,100               | \$525                          | \$15,625      |
| Provisional - SCADA Programming              | Article 2.01         |                      | \$6,205                | \$250                          | \$6,455       |
| Provisional - Electrical Engineer Site Visit | Article 2.01         |                      | \$0                    | \$2,500                        | \$2,500       |
| Requested Updates                            | Article 2.01         |                      | \$15,200               | \$800                          | \$16,000      |
| High Level Floats                            | Article 2.01         |                      | \$16,950               | \$800                          | \$17,800      |

Note: Fees exclude taxes.





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

**BY-LAW 2017-138**

**REGULATIONS:** (R1.1) A by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a Parking Lot Party held by Youth Odena at the Indian Friendship Centre on 122 East Street from 7:00 p.m. to 11:00 p.m. on June 30, 2017.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the Parking Lot Party by Youth Odena at the Indian Friendship Centre on 122 East Street from 7:00 p.m. to 11:00 p.m. on June 30, 2017 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 26<sup>th</sup> day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

mw \\citydata\LegalDept\Legal\Staff\BY-LAWS\2017\2017-138 - Noise Exemption - Youth Odena Parking Lot Party.doc

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

**BY-LAW 2017-139**

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 9, 2017 to facilitate the G. Marconi Society Annual Italian Festival.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF CATHCART STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Cathcart Street from Hudson Street to Carmen's Way on July 9, 2017 from 11:00 a.m. to 11:00 p.m. to facilitate the G. Marconi Society Annual Italian Festival.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 26<sup>th</sup> day of June, 2017.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**