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

Monday, November 20, 2017
4:30 pm
Council Chambers
Civic Centre

Pages

1. ADOPTION OF MINUTES 10 - 21

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the Minutes of Budget Meeting of 2017 10 30 and Regular Council Meeting of 2017 11 06 be approved.

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

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVE AGENDA AS PRESENTED

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the Agenda for 2017 11 20 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Community Christmas for Children

Marisa Jarrell

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

Mover Councillor M. Bruni

Seconder Councillor S. Hollingsworth

Resolved that all the items listed under date 2017 11 20 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Council Travel

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that Councillor L. Turco be authorized to travel to Toronto for one day in November and one day in December 2017 to attend an AMO board meeting at an estimated cost to the City of $300.

6.2 Continuous Improvement Fund 22 - 24

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 11 06 concerning a Continuous Improvement Fund be received as information.

6.3 2018 User Fees – Bylaw 2017-210 25 - 45

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

The relevant By-law 2017-210 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 Drake Street Pump Station 46 - 51

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

The relevant By-law 2017-218 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5 Marina Dock Donation 52 - 53

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

The relevant By-law 2017-221 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.6 Seniors Community Grant Program Application 54 - 55

A report of the Manager of Recreation and Culture is attached for the

consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated 2017 11 20 concerning the Seniors Community Grant Program Application be received and that staff be authorized to apply to Ministry of Seniors Affairs – Seniors Community Grant Program.

6.7 Utility Distribution Microgrid 56 - 65

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Chief Administrative Officer dated 2017 11 20 concerning the Utility Distribution Microgrid be received as information.

6.8 Simpson Street Local Improvement 66 - 68

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

The relevant By-law 2017-219 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.9 Bruce Street Local Improvement 69 - 71

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

The relevant By-law 2017-220 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.10 Downtown Strategy Update 72 - 79

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Director of Planning and Enterprise Services dated 2017 11 20 concerning Downtown Strategy Update be received and the recommendation for an additional $150,000 investment be referred to 2018 budget deliberations.

6.11 RFP – City Wide Rodent Control Program Services 80 - 81

A report of the Deputy CAO Community Development and Enterprise Services

and the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Deputy CAO Community Development and Enterprise Services and the Manager of Purchasing dated 2017 11 20 be received as information.

6.12 Municipal Law Enforcement Officer Appointments 82 - 82

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2017-209 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Procedure By-law Review Committee 83 - 84

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO / City Clerk dated 2017 11 20 concerning Procedure By-law Review Committee be received and that _____ be appointed to the committee.

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

7.9 PRELIMINARY 2018 BUDGET 85 - 109

7.9.1 Mayor and Council 110 - 112

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8.	UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL	
8.1	Survey of Local Businesses	

Mover Councillor P. Christian
Seconder Councillor S. Butland

Whereas the city of Sault Ste. Marie has embarked on the “Future SSM” initiative; and

Whereas this initiative will be a multi-faceted project with a major focus on economic growth and diversification; and

Whereas an integral part of developing and expanding the local economy will be to ensure the existing environment is one that is conducive to meeting these goals; and

Whereas the City, the EDC, and the Innovation Centre must play a pivotal role in this process by ensuring that their operations and services support a pro-business environment; and

Whereas a local economy that hopes to support future economic growth and diversification must provide excellence in service delivery to current businesses in the community

Now Therefore Be It Resolved that Council direct appropriate City staff to collaborate with the EDC and the Innovation Centre to develop and conduct a survey of local business and business organizations to solicit their views on the level of service being provided by the City, the EDC, and the Innovation Centre and to offer possible recommendations;

Further Be It Resolved that staff report the findings of this survey to Council by April 2018 with any potential recommendations that will better support local

business and bolster our efforts to grow the local economy.

8.2 Higher Permit Fees For Non-Residents

Mover Councillor M. Shoemaker
Seconder Councillor M. Bruni

Whereas Sault Ste. Marie has entered into arrangements with surrounding townships to collect building permit fees for them, and perform building inspection services for them on a cost-recovery basis; and

Whereas often residents of surrounding townships have the benefit of Sault Ste. Marie's services without paying Sault Ste. Marie property taxes; and

Whereas it is Council's objective to reduce the costs of development for Sault Ste. Marie taxpayers to the greatest extent possible;

Now Therefore Be It Resolved that staff investigate and report on charging a 5% premium on top of the cost-recovery amount to those surrounding townships who contract with Sault Ste. Marie for the provision of any service, as such contract becomes renewable. This shall include, but not be limited to, contracts to collect building permit fees and perform building inspection services.

8.3 Disable Advanced Traffic Signals Between 8 p.m. and 8 a.m.

Mover Councillor M. Shoemaker
Seconder Councillor O. Grandinetti

Whereas many traffic signals in Sault Ste. Marie have advanced signals for the better movement of traffic during peak traffic hours; and

Whereas many drivers have experienced the situation where no other vehicles are at the intersection and the advanced traffic signal is illuminated; and

Whereas during off-peak traffic hours advanced traffic signals serve only to delay vehicles for a longer period of time at intersections;

Now Therefore Be It Resolved that staff investigate and report on the feasibility of disabling advanced traffic signals at all or mostly all of the intersections in the City that have advanced signals from 8 p.m. until 8 a.m.

8.4 Transformation of Public Health Boards

Mover Councillor S. Butland
Seconder Councillor L. Turco

Resolved that Sault Ste. Marie City Council endorse the position of Algoma Public Health to oppose the decrease of public health boards from 36 to 14 on a province-wide basis and submit a letter to the Minister of Health and Long Term Care indicating such.

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

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

11.1.1 By-law 2017-209 (Parking) Appointment of Enforcement Officers 235 - 237

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-209 being a by-law to to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 20th day of November, 2017.

11.1.2 By-law 2017-210 (Finance) User Fees for 2018 238 - 260

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-210 being a by-law to establish user fees and service charges be passed in open Council this 9th day of November, 2017.

11.1.3 By-law 2017-216 (Agreement) Caterpillar Financial Services Limited – Motor Grader 261 - 272

Council Report was passed by Council resolution on June 12, 2017.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-216 being a by-law to authorize the execution of the Lease Agreement between the City and Caterpillar Financial Services Limited for one (1) 2017 Caterpillar 140MAWD Motor Grader be passed in open Council this 20th day of November, 2017.

11.1.4 By-law 2017-217 (Agreement) Finger Dock Replacements Bondar and Bellevue Marinas 273 - 438

Council Report was passed by Council resolution on September 25, 2017.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-217 being a by-law to authorize the execution of

the Agreement between the City and Poralu Marine Inc. for the Bondar and Bellevue Marinas Finger Dock Replacements be passed in open Council this 20th day of November, 2017.

11.1.5 By-law 2017-218 (Agreement) Drake Street Pump Station Upgrades (Contract 2017-10E) 439 - 472

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-218 being a by-law to authorize the execution of the Contract between the City and Cecchetto & Sons Ltd. for the Drake Street Pump Station upgrades (Contract 2017-10E) be passed in open Council this 20th day of November, 2017.

11.1.6 By-law 2017-221 (Agreement) Dock Donation 473 - 476

A report from the Supervisor of Community Services is on the Agenda.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-221 being a by-law to authorize the execution of the Agreement between the City and Batchawana Bay Safe Harbours Association for the donation of two docks from the Bellevue Marina be passed in open Council this 20th day of November, 2017.

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

11.2.1 By-law 2017-219 (Local Improvement) Bruce Street 477 - 481

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-219 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Bruce Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the FIRST and SECOND time in open Council this 20th day of November, 2017.

11.2.2 By-law 2017-220 (Local Improvement) Simpson Street 482 - 486

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that By-law 2017-220 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Simpson Street from Wellington Street East to Queen Street East under Section 3 of the *Municipal Act, 2001,* Ontario Regulation 586/06 be read the FIRST and SECOND time in open Council this 20th day of November, 2017.

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

14. ADJOURNMENT

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that this Council now adjourn.

The Corporation of the City of Sault Ste. Marie

Budget Meeting of City Council

Minutes

Monday, October 30, 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, Councillor O. Grandinetti

Officials: A. Horsman, M. White, L. Girardi, T. Vair, S. Schell, T. Vecchio, V. McLeod, R. Pihlaja

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1. Approve Agenda as Presented

Moved by: Councillor L. Turco
Seconded by: Councillor J. Hupponen

That the Agenda for 2017 10 30 Budget Meeting as presented be approved.

Carried

2. Declaration of Pecuniary Interest

2.1 Councillor L. Turco - Police Services Board

Spouse employed by Police Services.

3. Levy Boards

Levy Boards have the legislative ability to provide an amount to a municipality to be added to the municipal tax levy.

3.1 Algoma Public Health

Public health units are governed by the *Health Protection and Promotion Act.* Section 72(1)(a) states the obligating municipality must pay for the expenses incurred by the health unit in its performance of its functions and duties set out by the Act. Section 72(8) states that obligating municipalities will pay the amounts set out in the notice from the health unit at the times specified.

Correspondence from Algoma Public Health was received.

3.2 Sault Ste. Marie & Region Conservation Authority

Conservation Authorities are governed by the *Conservation Authorities Act*. Section 27 sets out the apportionment of costs based upon the benefit derived by each participating municipality. The ability to enforce the payment is set out in section 27(7). A municipality may appeal the levy to the Mining and Lands Commissioner appointed under the *Ministry of Natural Resources Act*. The appeal must commence within 30 days after the notice of the levy is received from the authority.

Rhonda Bateman, General Manager was in attendance.

3.3 Sault Ste. Marie District Social Services Administration Board

The Sault Ste. Marie District Social Services Administration Board (SSMDSSAB) is governed by the *District Social Services Administration Board Act*. Section 6 states the "municipality shall pay the amounts required to be provided by it for its share of the costs of social services to the board for its district, on demand." The Act allows for penalties to be imposed for non-payment.

4. Local Boards

Local Boards have the legislative ability to set their budgets to be added to the municipal tax levy; however, the municipality may have a greater say in the service level that the board provides.

4.1 Police Services Board

Councillor L. Turco declared a conflict on this item. (Spouse employed by Police Services.)

The Police Service is governed by the *Police Services Act.* Section 39(5) of the Act states that the board can appeal to the Ontario Civilian Police Commission who will determine if the

proposed estimates provide for adequate and effective police services that meet the needs of the community for the fiscal year in question. The budget submitted by the Police Service is based upon meeting their requirements under the Act.

Chief Robert Keetch was in attendance.

4.2 Public Library Board

A public library board is governed by the *Public Libraries Act.* The Act requires the library board to submit to Council annually an estimate required by the board for the fiscal year. Under the Act, Council can approve or amend and approve the estimates.

Roxanne Rissanen, CEO/Director of Public Libraries was in attendance.

5. Outside Agency Grants

The following outside agency grants are approved by Council through funding agreements.

All other requests from outside agencies are governed by the Sustaining and Other Grants Policy.

5.1 Algoma University

Brent Krmpotich, Director of Enrolment Management; Sean Dwyer, VP Finance and Administration were in attendance.

5.2 Sault Ste. Marie Museum

Julia Victoria Piskiewicz, Director / Curator, Sault Ste. Marie Museum was in attendance.

5.3 Safe Communities Partnership

Kristy Harper, Vice President Board of Directors and Manager, Algoma Public Health Unit; Adam Carpenter, Treasurer Board of Directors and Controller, Essar Steel were in attendance.

5.4 Art Gallery of Algoma

Mark Lepore, President and Jasmina Jovanovic, Executive Director were in attendance.

5.5 Physician Recruitment

Christine Pagnucco, Manager, was in attendance.

5.6 Soo Arena Association

Lorne Jarrett, Treasurer; Chad Bouchard, Manager were in attendance.

5.7 Canadian Bushplane Heritage Centre

Mike Delfre, Executive Director, Kim Park, President and Richard Walker, Treasurer were in attendance.

6. Adjournment

Moved by: Councillor R. Niro
Seconded by: Councillor M. Shoemaker

That this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, November 6, 2017
4:30 pm
Council Chambers
Civic Centre

Present:	Acting Mayor S. Hollingsworth, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor J. Hupponen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti
Absent:	Mayor C. Provenzano
Officials:	A. Horsman, M. White, L. Girardi, T. Vair, N. Kenny, S. Schell, P. Johnson, J. Bruzas, D. Elliott, R. Pihlaja, N. Scott, T. Vecchio

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1. ADOPTION OF MINUTES

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2017 10 23 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 M. Bruni
Seconded by: Councillor S. Myers

Resolved that the Agenda and Addendum for 2017 11 06 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Chamber of Commerce Executive Swearing In

Jason Naccarato, President; Don Mitchell, First Vice-President; Paul Johnson, Immediate Past President; Carlo Spadafora, Treasurer; Dan Hollingsworth, Secretary; Rory Ring, CEO, were in attendance.

5.2 49th Field Regiment Recruitment Campaign

LCol Lance Knox, Commanding Officer was in attendance.

5.3 YMCA Peace Week

Susan Rajamaki, Fundraising Coordinator was in attendance.

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

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2017 11 06 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except 6.5 and 6.13.

Carried

6.1 Correspondence

6.1.1 Canada's Accredited Zoos and Aquariums

Correspondence to Mayor Provenzano from Dr. Susan Shafer, Executive Director, Canada's Accredited Zoos and Aquariums; and correspondence in reply from Mayor Provenzano was received.

6.2 2018 Budget Input Suggestions

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

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers

Resolved that the report of the Chief Financial Officer and Treasurer, on behalf of the Finance Committee, be received and that the Finance Committee motion requesting appropriate City staff to report back to Council on the provision of current service and alternative service suggestions, including costs and positive and negative factors on the following:

- Garbage collection schedule on statutory holidays, including alternatives and the current cost of overtime, if applicable
- Garbage and recycling collection schedule moving from weekly to bi-weekly, including the option of bi-weekly

be approved.

Carried

6.3 Third Quarter Financial Report – September 30, 2017

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

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Audits and Capital Planning dated 2017 11 06 concerning Third Quarter Financial Report to September 30, 2017 be received as information.

Carried

6.4 Tenders for Equipment

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

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2017 11 06 be received and the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) 4WD Municipal Tractor – Work Equipment Ltd. $156,920.00 c/w snow blower, plows and sweeper

One (1) Diesel Riding Mower – G.C. Duke Equipment Ltd. $94,175.00 c/w front and side folding mower decks (Opt. 1)

One (1) 58000 GVW Tandem Truck – TMS Truck Centre Ltd. $201,998.47 c/w plow, wing and dump box (Opt. 2)

for a total amount of $453,093.47 (HST extra).

Carried

6.6 Celebrate Canada Program – Funding Application

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers

Resolved that the report of the Supervisor of Community Services dated 2017 11 06 concerning Celebrate Canada Program funding application be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2018 Celebrate Canada Program upon its opening, to assist in funding the City of Sault Ste. Marie Canada Day Celebration.

Carried

6.7 Accessibility Reserve Projects

The report of the Accessibility Co-ordinator was received by Council.

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers

Resolved that the report of the Accessibility Co-ordinator dated 2017 11 06 be received and Council approve the request to fund these barrier removal projects utilizing the barrier removal reserve funds to a maximum of $28,000.

Carried

6.8 Moonlight Magic Event – Licence to Occupy Agreement

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

The relevant By-laws 2017-212 and 2017-213 are listed under item 11 of the Minutes.

6.9 Property Declared Surplus – 84 Ruth Street (Jesse Irving Children's Centre)

The report of the City Solicitor was received by Council.

The relevant By-law 2017-200 is listed under item 11 of the Minutes.

6.10 Property Declared Surplus – 53 Fournier Road

The report of the City Solicitor was received by Council.

The relevant By-law 2017-208 is listed under item 11 of the Minutes.

6.11 Prince Township – Agreement for Building Inspection Services

The report of the City Solicitor was received by Council.

The relevant By-law 2017-208 is listed under item 11 of the Minutes.

6.12 Acquisition – Part 4992 Third Line West and Part 5012 Third Line West

The report of the City Solicitor was received by Council.

The relevant By-law 2017-207 is listed under item 11 of the Minutes.

6.5 Mayor J.L. McIntyre

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

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers

Resolved that the report of the Deputy City Clerk dated 2017 11 06 concerning Mayor J.L. McIntyre be received and that the Centennial Library be named the “James L. McIntyre Centennial Library” in recognition of his unfailing civic involvement.

Carried

6.13 Third Line and Peoples Road Intersection

Moved by: Councillor F. Fata
Seconded by: Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2017 11 06 concerning Third Line and Peoples Road intersection be received as information.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

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 Closed Laneways

Moved by: Councillor O. Grandinetti
Seconded by: Councillor M. Shoemaker

Whereas the City of Sault Ste. Marie has many laneways that have been closed but not deemed closed and are being encroached on by residents abutting these laneways;

Now Therefore Be It Resolved that staff review and report back to Council on the ramifications involved if staff were requested to take the necessary steps to examine deeming these laneways closed and offer each portion of these laneways to the abutting homeowners for fair market value.

Defeated

8.2 Review of Use of Funding to Algoma University

Moved by: Councillor M. Shoemaker
Seconded by: Councillor O. Grandinetti

Whereas the City of Sault Ste. Marie provides $40,000 annually to Algoma University; and

Whereas Algoma University uses some of this annual funding for scholarships to Sault Ste. Marie residents; and

Whereas it is in the interest of Algoma University and the City to see the student base at Algoma University grow, which will mean more economic activity in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that the City of Sault Ste. Marie and Algoma University review the annual funding provided to Algoma University to determine if the funding could be re-purposed for a student recruitment officer or some other form of student recruitment program that will benefit both the City of Sault Ste. Marie and Algoma University.

Carried

8.3 Cash-in-Lieu of Parkland

Moved by: Councillor M. Shoemaker
Seconded by: Councillor O. Grandinetti

Whereas the City has many parks which require significant servicing on a yearly basis; and

Whereas in new subdivision proposals a park is often created by the developer proposing said subdivision and deeded to the City once the subdivision is complete; and

Whereas such a process serves to increase the total number of parks in the City but serves to decrease City funds available to service the total number of City parks; and

Whereas many City parks have no park equipment or playground equipment; and

Whereas in new subdivision developments the City has the option of accepting cash-in-lieu of parkland from a developer rather than adding another park to the City’s inventory of parks; and

Whereas where appropriate the payment of cash-in-lieu of parkland could be used to service existing parks to a greater degree;

Now Therefore Be It Resolved that staff be requested to develop a policy regarding when they will recommend to City Council that a new park be included in a plan of subdivision, and when they will recommend that cash-in-lieu of parkland be accepted instead of a new park.

Defeated

8.4 Notice of Motion – Survey of Local Businesses

Moved by: Councillor P. Christian
Seconded by: Councillor S. Butland

Whereas the city of Sault Ste. Marie has embarked on the “Future SSM” initiative; and

Whereas, this initiative will be a multi-faceted project with a major focus on economic growth and diversification; and

Whereas an integral part of developing and expanding the local economy will be to ensure the existing environment is one that is conducive to meeting these goals; and

Whereas the City, the EDC, and the Innovation Centre must play a pivotal role in this process by ensuring that their operations and services support a pro-business environment; and

Whereas a local economy that hopes to support future economic growth and diversification must provide excellence in service delivery to current businesses in the community

Now Therefore Be It Resolved that Council direct appropriate City staff to collaborate with the EDC and the Innovation Centre to develop and conduct a survey of local business and business organizations to solicit their views on the level of service being provided by the City, the EDC, and the Innovation Centre and to offer possible recommendations;

Further Be It Resolved that staff report the findings of this survey to Council by April 2018 with any potential recommendations that will better support local business and bolster our efforts to grow the local economy.

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 F. Fata
Seconded by: Councillor S. Myers

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

Carried

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

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 F. Fata
Seconded by: Councillor S. Myers

Resolved that this Council proceed into closed session for the purpose of educating the members (Council Educational Workshop – Comprehensive Risk Assessments and Fire Master Plans);

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.

Municipal Act R.S.O. 2002 – section 239 (3.1) education and training.

Carried

14. ADJOURNMENT

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the
City of Sault Ste. Marie

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

November 20, 2017

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

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

DEPARTMENT: **Corporate Services**

RE: **Continuous Improvement Fund**

PURPOSE

The purpose of this report is to provide Council information as requested regarding a Continuous Improvement Fund.

BACKGROUND

The following resolution was passed by Council at the October 11, 2016 meeting:

"Whereas it is important that the Corporation strive for and seek out efficiencies; to reduce the cost of operations (the levy); and

Whereas we as a Council want to foster an environment of continuous improvement, whereby we encourage staff at all levels of the Corporation to advance ideas and proposals that have the opportunity of saving money to the Corporation; and

Whereas a Continuous Improvement Fund should be created as a fund that utilizes financing option as investment capital to fund continuous improvement projects that will provide a greater return on investment than the cost of borrowing.

Now Therefore Be It Resolved that this Council direct staff to prepare a report to Council outlining the financing options available to serve as capital for the Continuous Improvement Fund; and

Further that staff provide a framework for an application process to fund; and

Further that staff provide specific consideration as to the Corporations ability to direct ANY savings realized from the fund to offset or otherwise reduce the business/commercial property tax levy."

ANALYSIS

Continuous Improvement Environment

Subsequent to this resolution, a staff report was presented to Council regarding an Employee Innovation program trial. The purpose of this program was to encourage innovation and cost saving ideas. The report also indicated to Council that "…innovation at all levels of the corporation is an ongoing process that has resulted in service improvements, efficiencies and better value for the taxpayer." A listing of innovations and best practices that have been presented to Council over the last few years was also attached to the report.

The purpose of the Employee Innovation program trial maintains and fosters the environment of continuous improvement, which the Council resolution was proposing as well as the framework for an application process.

Continuous Improvement Fund

The Council resolution was looking for staff to provide financing options to seed a Continuous Improvement Fund. As the 2018 Operating and Capital Budgets will indicate, there are more financial requests than funding available. Staff is recommending that the ideas received through the Employee Innovation Program have funding alternatives reviewed at that time. If Council choses to seed a Continuous Improvement Fund, it would be an increase to the levy in 2018, the amount to which Council would have to determine.

Directing Cost Savings

Any cost savings realized through the Employee Innovation Program or other efficiencies are incorporated into the annual budget and applied to the levy. Staff will be providing long term tax policy options to Council as part of the annual budget process from which Council can decide direction.

FINANCIAL IMPLICATIONS

Innovations and cost saving ideas can potentially reduce the tax levy and subsequently the tax burden to the taxpayers in all property classes of the municipality.

STRATEGIC PLAN / POLICY IMPACT

This item is 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 & Treasurer dated 2017 11 06 regarding a Continuous Improvement Fund be received as information.

Respectfully submitted,



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

The Corporation of the
City of Sault Ste. Marie

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

November 20, 2017

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

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

DEPARTMENT: **Corporate Services**

RE: **2018 User Fees – Bylaw 2017-210**

PURPOSE

Under the Municipal Act, section 391(1) municipalities have the authority to impose fees or charges for any activity or service that they provide. Staff is seeking Council approval of the user fees included in the schedules of By-law 2017-210 found elsewhere on the agenda, with the effective date of January 1, 2018.

BACKGROUND

User fees are one of the few controllable sources of revenue that can reduce the reliance on property taxes. The rationale for user fees is that those who clearly benefit from the service should be the ones to pay for it. Constraints exist that prevent full cost recovery for some activities and services, such as market pricing.

In 2017 the City enlisted Hemson Consulting Inc. to provide a user fee study with the result of determining the full cost of various services and the level of recovery through user fees. For 2018 all departments have reviewed their applicable user fees and provided a recommendation as to the benchmark for cost recovery and the plan to attain the recommended level based upon the study results. Appendix A provides the detail for each. Service level changes are not reflected in the analysis and thus the total budget impact may be more or less than shown.

ANALYSIS

Increasingly municipalities are looking at user fees to help offset the impact of municipal services on property taxes. Services funded through taxation result in the general tax base funding whether or not they receive any direct benefit. There is also a range of services that are provided to benefit the common good of the community which would be funded through all or in part through taxation.

A summary of User Fee Service Charges Budget Impact is included in Appendix B.

FINANCIAL IMPLICATIONS
The change in the User Fees as recommended reflects an estimated increase in revenue of $281,352 and are reflected in the 2018 Preliminary Operating Budget.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter and 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 11 20 be received and the recommendation that Council approve the user fees, effective January 1, 2018. By-law 2017-210 that authorizes the user fees can be found elsewhere on the agenda.

Respectfully submitted,



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

USER FEE & SERVICE CHARGES - BY-LAW 2017-210 - Schedule "A"

CLERK'S DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost Recovery Fee*			*Is Full cost recovered?*	*Is full cost attainable?*	*If 'yes' when?*	*if 'No' Desired Benchmark*
						difference	difference				
MARRIAGE LICENSES											
- Sale of Marriage Licenses - per license	125.00	130.00	Exempt	4%	$ 129.00	$ (1.00)	-1%	yes	NA	NA	NA
MAP SALES											
- Sale of City Maps - per map	2.00	2.00	Inc	0%	$ 2.00	$ -	0%	yes	NA	NA	NA
ZONING BY-LAW SALES											
- Sale of By-law 2005-150 - Paper Copy	100.00	100.00	Inc	0%	$ 100.00	$ -	0%	yes	NA	NA	NA
- Sale of By-law 2005-150 - Paper Copy - Annual Update	50.00	50.00	Inc	0%	$ 50.00	$ -	0%	yes	NA	NA	NA
- Sale of By-law 2005-150 - CD Rom	50.00	50.00	Inc	0%	$ 50.00	$ -	0%	yes	NA	NA	NA
- Sale of By-law 2005-150 - CD Rom - Annual Update	50.00	50.00	Inc	0%	$ 50.00	$ -	0%	yes	NA	NA	NA
OTHER											
- Photocopying - per page	0.50	0.50	Inc	0%	$ 0.50	$ -	0%	yes	NA	NA	NA
LOTTERY LICENCES											
- Raffle under $ 50,000 value	$ 10.00 or 1 % of the	$ 10.00 or 2 % of the	Exempt	1%				Set with provincial regulation		Max increase reached in 2019	
	Prize Value	Prize Value		1%				Set with provincial regulation		Max increase reached in 2019	
- Raffle over $ 50,000 value	to Province	to Province	Exempt	1%				Set with provincial regulation		Max increase reached in 2019	
- Bingo - prize under $ 5,500	$ 10.00 or 1 % of the	$ 10.00 or 2 % of the	Exempt	1%				Set with provincial regulation		Max increase reached in 2019	
- Bingo - prize over $ 5,500	to Province	to Province	Exempt	1%				Set with provincial regulation		Max increase reached in 2019	
- Bazaar (Maximum 3 wheels)	$ 10.00 / wheel	$ 10.00 / wheel	Exempt	1%				Set with provincial regulation		Max increase reached in 2019	
- Nevada Tickets	3% of Prize Value	3% of Prize Value	Exempt	1%				Set with provincial regulation		Max increase reached in 2019	
GENERAL LICENCES											
- Pawnbroker (Annual)	$250.00	$260.00	Exempt	4%	$ 269.00	$ 9.00	3%	No	Yes	2019	NA
- Peddler - Resident Produce, Daily (Annual)	$250.00	$255.00	Exempt	2%	$ 259.00	$ 4.00	2%	No	Yes	2019	NA
- Plumber - Master	$20.00	$25.00	Exempt	25%	$ 28.00	$ 3.00	12%	No	Yes	2019	NA
- Adult Entertainment Parlour - Owner / Operator - Annual	$2,000.00	$2,000.00	Exempt	0%	$ 2,000.00	$ -	0%	NA	NA	NA	NA
- Adult Entertainment Parlour - Owner - Annual	$2,000.00	$2,000.00	Exempt	0%	$ 2,000.00	$ -	0%	NA	NA	NA	NA
- Adult Entertainment Parlour - Operator - Annual	$2,000.00	$2,000.00	Exempt	0%	$ 2,000.00	$ -	0%	NA	NA	NA	NA
- Adult Entertainment Parlour - Burlesque Attendant - Annual	$75.00	$90.00	Exempt	20%	$ 106.00	$ 16.00	18%	No	Yes	2019	NA
- Amusement Arcade (Annual)	$250.00	$265.00	Exempt	6%	$ 273.00	$ 8.00	3%	No	Yes	2019	NA
- Food Vending	$225.00	$245.00	Exempt	9%	$ 263.00	$ 18.00	7%	No	Yes	2019	NA

NOTE : Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 154 but Administered by the Tax & Licence Division.

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017-210- Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2017* *Current Fee*	*2018* *Proposed Fee*	*GST/HST* *Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost* Fee	Difference		*Is Full cost recovered ?*	*Is full cost attainable ?*	*If 'yes, Attainable' when?*	*if 'Not Attainable' Desired Benchmark*	*Comments*
BONDAR PAVILION												Full Cost recovery for this site is far from attainable due to community need/want and status of not for profit organizations
- Full Day Rental - Non Profit Group	158.00	197.50	Add	25%	$ 2,121.00	$ 1,923.50	974%	no	No	NA	250.00	
- Part Day Rental - Non Profit Group	98.50	123.13	Add	25%	$ 1,322.00	$ 1,198.87	974%	no	No	NA	175.00	by 2022
- Full Day Rental - Commercial	601.25	751.56	Add	25%	$ 8,072.00	$ 7,320.44	974%	no	No	NA	1000.00	
- Part Day Rental - Commercial	312.75	390.94	Add	25%	$ 4,199.00	$ 3,808.06	974%	no	No	NA	600.00	
- Wedding Receptions	775.75	970.00	Add	25%	$ 775.75	$ (194.25)	-20%	yes	NA	NA	NA	
- Wedding Ceremony Only-base fee		250.00	Add									
- Wedding Ceremony and Reception		1297.70	Add									
- Clean Up - Minor	57.50	63.25	Add	10%	$ 57.50	$ (5.75)	-9%	yes	NA	NA	NA	
- Clean Up - Major	230.00	253.00	Add	10%	$ 230.00	$ (23.00)	-9%	yes	NA	NA	NA	
- Barriers	1.25	1.28	Add	2%	$ 1.25	$ (0.03)	-2%	yes	NA	NA	NA	
- Tables	4.70	4.79	Add	2%	$ 4.70	$ (0.09)	-2%	yes	NA	NA	NA	
- Chairs	0.55	0.56	Add	2%	$ 0.55	$ (0.01)	-2%	yes	NA	NA	NA	
- Sound System (per day)	29.00	29.58	Add	2%	$ 29.00	$ (0.58)	-2%	yes	NA	NA	NA	
- SOCAN (Society of Composers, Authors and Music Publishers of Canada)												
- without dancing 1 to 100	20.56	20.56	Add	0%	$ 20.56	$ -	0%	yes	NA	NA	NA	
101 to 300	29.56	29.56	Add	0%	$ 29.56	$ -	0%	yes	NA	NA	NA	
301 to 500	61.69	61.69	Add	0%	$ 61.69	$ -	0%	yes	NA	NA	NA	
500 +	87.40	87.40	Add	0%	$ 87.40	$ -	0%	yes	NA	NA	NA	
with dancing 1 to 100	41.13	41.13	Add	0%	$ 41.13	$ -	0%	yes	NA	NA	NA	
101 to 300	59.17	59.17	Add	0%	$ 59.17	$ -	0%	yes	NA	NA	NA	
301 to 500	123.38	123.38	Add	0%	$ 123.38	$ -	0%	yes	NA	NA	NA	
500 +	174.79	174.79	Add	0%	$ 174.79	$ -	0%	yes	NA	NA	NA	
- Kitchen (per day)	57.50	58.65	Add	2%	$ 57.50	$ (1.15)	-2%	yes	NA	NA	NA	
- Supervision of Volunteers (per hour)	17.25	20.00	Add	16%	$ 17.25	$ (2.75)	-14%	yes	NA	NA	NA	
- Alcohol event admin fee per event per day	31.10	32.35	Add	4%	$ 31.10	$ (1.25)	-4%	yes	NA	NA	NA	
Facility Booking - per booking	31.25	32.35	Add	4%	$ 31.25	$ (1.10)	-3%	yes	NA	NA	NA	
Waste Removal (Additional Bin)	175.00	178.50	Add	2%	$ 175.00	$ (3.50)	-2%	yes	NA	NA	NA	
MARINA FEES												Marina fees set based on review of fees throughtout the North Channel.
- Fuels	Road Price + $ 0.02	Road Price + $ 0.02		NA								
- Sewage Pumpouts - large/double tank		14.00	Add	new								
- Sewage Pumpouts - small/single tank	10.50	11.00	Add	5%	$ 29.00	$ 18.00	164%	no	no	na	?	
- Cruise Ship Dockage Fee - rate per meter	5.40	5.75	Add	6%	$ 25.00	$ 19.25	335%	no	?	?	$ 7.00	2021
- Bondar - Slip Rental - Daily - per foot	1.35	1.65	Add	22%	$ 1.51	$ (0.14)	-8%	yes	NA	NA	NA	
- Bondar - Slip Rental - Weekly - per foot	7.10	7.50	Add	6%	$ 8.00	$ 0.50	7%	no	?	?	$ 7.00	2021
- Bondar - Slip Rental - Monthly - per foot	20.00	22.00	Add	10%	$ 22.00	$ -	0%	yes	NA	NA	NA	
- Bondar Dock - Ship/Barge Dockage (per metre)	0.16 / hr	0.16 / hr	Add	0%	$ 0.74	$ 0.58	363%	no	?	?	?	Fees set by transport Canada
	1.65 / day	1.65 / day	Add	0%	$ 7.64	$ 5.99	363%	no	?	?	?	Fees set by transport Canada
	31.80/month	31.80/month	Add	0%	$ 147.22	$ 115.42	363%	no	?	?	?	Fees set by transport Canada
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	4.50	5.00	Add	0%	$ 5.00	$ -	0%	yes	NA	NA	NA	
- Bellevue - Slip Rental - Weekly - Serviced per foot	5.80	6.00	Add	3%	$ 6.00	$ -	0%	yes	NA	NA	NA	
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	21.40	22.26	Add	4%	$ 24.00	$ 1.74	8%	no	yes	2021	$ 24.00	8% increase by 2021
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	24.50	25.48	Add	4%	$ 27.00	$ 1.52	6%	no	yes	2021	$ 27.00	6% increase by 2021
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	13.55	15.00	Add	11%	$ 15.00	$ -	0%	yes	NA	NA	NA	
- Bellevue - Slip Rental - Monthly - Serviced per foot	16.10	16.74	Add	4%	$ 18.00	$ 1.26	8%	no	?	?	?	
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	27.75	28.86	Add	4%	$ 31.00	$ 2.14	7%	no	?	?	?	
- Bellevue - Slip Rental - Seasonal - Serviced per foot	32.05	33.30	Add	4%	$ 36.00	$ 2.70	8%	no	?	?	?	
- Bellevue - Slip Rental - Daily - Serviced per foot	1.35	1.65	Add	22%	$ 1.51	$ (0.14)	-8%	yes	NA	NA	NA	
- Bellevue - Slip Rental - Daily - Non Serviced per foot	1.15	1.30	Add	13%	$ 1.29	$ (0.01)	-1%	yes	NA	NA	NA	
- Launch Ramp Fee - Daily	6.50	6.50	Included	0%	$ 2.48	$ (4.02)	-62%	yes	NA	NA	NA	
- Launch Ramp Fee - Seasonal	54.87	55.97	Add	2%	$ 18.54	$ (37.43)	-67%	yes	NA	NA	NA	
- Winter Storage - Monthly per foot	1.80	1.84	Add	2%	$ 1.80	$ (0.04)	-2%	yes	NA	NA	NA	
- Slip Cancellation Fee	25.00	25.00	Included	0%	$ 25.00	$ -	0%	yes	NA	NA	NA	
- September Special	50% fee discount	50% fee discount	Add									
SENIOR CITIZENS ADVISORY COUNCIL												
- Supervision(outside normal operating hours) (per hr)	17.25	17.60	Add	2%	$ 165.00	$ 147.40	838%	no	NO	NA	$ 20.00	By 2020
Main Hall - Half day rental	50.00	51.00	Included	2%	$ 479.00	$ 428.00	839%	no	NO	NA	$ 75.00	By 2020
Main Hall - Full Day Rental	100.00	102.00	Included	2%	$ 958.00	$ 856.00	839%	no	NO	NA	$ 125.00	By 2020
Large Meeting Room - Half Day rental	50.00	51.00	Included	2%	$ 479.00	$ 428.00	839%	no	NO	NA	$ 75.00	By 2020
Large Meeting Room - Full Day Rental	75.00	76.50	Included	2%	$ 718.00	$ 641.50	839%	no	NO	NA	$ 100.00	By 2020
Small Meeting Room - Half Day	20.00	20.40	Included	2%	$ 192.00	$ 171.60	841%	no	NO	NA	$ 25.00	By 2020
Small Meeting Room - Full Day	40.00	40.80	Included	2%	$ 383.00	$ 342.20	839%	no	NO	NA	$ 50.00	By 2020
Kitchen (per use)	25.00	25.50	Included	2%	$ 25.00	$ (0.50)	-2%	yes	NA	NA	$ 30.00	By 2020
AV Equipment (laptop/Projector/Screen) Per use	15.00	15.30	Included	2%	$ 15.00	$ (0.30)	-2%	yes	NA	NA	$ 20.00	By 2020

Services Offered	2017 Current Fee	2018 Proposed Fee	GST/HST Included or Added	Curent year PROPOSED increase	Calculated Full Cost Fee	Calculated Full Cost Difference		Is Full cost recovered ?	Is full cost attainable ?	If 'yes, Attainable' when?	if 'Not Attainable' Desired Benchmark	Comments
ARENA FEES (John Rhodes and McMeeken Centre)												
- Admission - High school Hockey - Adults	3.76	3.98		6%	$ 22.00	$ 18.02	453%	no	NO	NA	?	
- Admission - High school Hockey - Students & Seniors	3.10	3.54	Add	14%	$ 18.00	$ 14.46	408%	no	NO	NA	?	
- Admission - High school Hockey - Children	2.88	3.10	Add	8%	$ 17.00	$ 13.90	448%	no	NO	NA	?	
- Ice Rentals - per hour - Prime Time - Adult	149.27	156.12	Add	5%	$ 569.00	$ 412.88	264%	no	NO	NA		
- Ice Rentals - per hour - Prime Time -Youth	138.40	143.89	Add	4%	$ 517.00	$ 373.11	259%	no	NO	NA		3 year phased in increase to reach level comparable with Sudbury/NorthBay
- Ice Rentals - per hour - Prime Time - Youth Organized	118.16	126.30	Add	7%	$ 421.00	$ 294.70	233%	no	NO	NA		
- Ice Rentals - per hour - Non Ice (Lacrosse)	55.10	56.20	Add	2%		$ (56.20)	-100%	yes	NA	NA	NA	
- Ice Rentals - on line bookings		152.26	Add	new fee	$ 569.00	$ 416.74	274%	no	NO	NA	?	
- Ice Skating - Admission - Adult	3.32	3.54	Add	7%	$ 14.00	$ 10.46	295%	no	NO	NA	?	
- Ice Skating - Admission - Student	2.66	3.10	Add	17%	$ 11.00	$ 7.90	255%	no	NO	NA	?	
- Ice Skating - Admission - Senior	2.66	3.10	Add	17%	$ 11.00	$ 7.90	255%	no	NO	NA	?	
- Ice Skating - Admission - Child	2.43	2.66	Add	9%	$ 10.00	$ 7.34	276%	no	NO	NA	?	
- Rental of McMeeken or Rhodes Centre -each pad / per day	960.30	979.51	Add	2%	$ 3,025.00	$ 2,045.49	209%	no	NO	NA	?	
ARENA FEES (Essar Centre)												
- Ice Rentals - per hour Adult	149.27	167.92	Add	12%	$ 569.00	$ 401.08	239%	no	NO	NA		
- Ice Rentals - per hour Youth	138.40	150.41	Add	9%	$ 517.00	$ 366.59	244%	no	NO	NA		3 year phased in increase to reach level comparable with Sudbury/NorthBay
- Ice Rentals - per hour - Youth Organized	118.16	134.34	Add	14%	$ 421.00	$ 286.66	213%	no	NO	NA		
-Essar Centre Angelo Bumbacco Room-Full Day	265.30	162.76	Add	-39%	$ 2,126.00	$ 1,963.24	1206%	no	NO	NA	?	
-Essar Centre Angelo Bumbacco per hour		35.00	Add	new fee	$ 303.71	$ 268.71	768%	no	NO	NA	?	
-Essar Centre Multi Purpose Room Per Hour		25.00	Add	new fee	$ 121.43	$ 96.43	386%	no	NO	NA	?	
-Essar Centre Multi Purpose Room Full Day	108.51	108.51	Add	0%	$ 850.00	$ 741.49	683%	no	NO	NA	?	
POOL FEES												
- Public Swim Admission - Adult Aquatics/Public Swim	4.44	4.51	Add	2%	$ 21.00	$ 16.49	366%	no	NO	NA	?	
- Public Swim Admission - Senior Aquabics/Public Swim	3.32	3.41	Add	3%	$ 16.00	$ 12.59	369%	no	NO	NA	?	
- Public Swim Admission - Child Public Swim	2.91	3.10	Add	7%	$ 14.00	$ 10.90	352%	no	NO	NA	?	
- Public Swim Admission - Family	11.07	12.39	Add	12%	$ 52.00	$ 39.61	320%	no	NO	NA	?	
- Swim Card 10 Visits 15 % off Reg Admission - Adult		38.34	Add	new fee								
- Swim Card 25 Visits 25% off Reg Admission - Adult		84.56	Add	new fee								
- Swim Card 10 Visits 15 % off Reg Admission - Senior		28.99	Add	new fee								
- Swim Card 25 Visits 25% off Reg Admission - Senior		63.94	Add	new fee								
- Swim Card 10 Visits 15 % off Reg Admission - Child		26.35	Add	new fee								
- Swim Card 25 Visits 25% off Reg Admission - Child		58.13	Add	new fee								
- Pool Rental - per hour - Competitive Teams plus Life Guards	49.36	50.34	Add	2%	$ 231.00	$ 180.66	359%	no	NO	NA	?	
- Pool Rental - per hour - School Boards - plus instructors		80.00	Add	new fee								
- Pool Rental - per hour - includes lifeguards (event/birthday parties)	109.66	111.86	Add	2%	$ 233.00	$ 121.14	108%	no	NO	NA	?	
- Public Lessons - per lesson + surcharge	7.48	7.63	Add	2%	$ 234.00	$ 226.37	2965%	no	NO	NA	?	
- John Rhodes meeting room rental per hour setup extra		15.00	Add	new fee								
- John Rhodes meeting room rental daily rates plus expenses	112.84	115.10	Add	2%	$ 420.00	$ 304.90	265%	no	NO	NA	?	
NORTHERN COMMUNITY CENTRE												
-Single Turf Field Rental Per Hour-Prime Time	122.40	122.40	Add	0%	$ 420.00	$ 297.60	243%	no	NO	NA	?	
-Single Turf Field Rental Per Hour-Non-Prime Time	76.50	76.50	Add	0%	$ 420.00	$ 343.50	449%	no	NO	NA	?	
Community Room Rental per Hour		15.15	Add	new fee								
RENTALS												
- Rental Gymnastics Club - Rhodes Centre - per month												
- Rental Restaurant - Rhodes Centre - per month												
- Rental Pro Shop - Rhodes Centre - per month												
The above Rentals are governed by Agreements approved by Council.												
ATHLETIC FIELDS												
- Slowpitch Fields - Adult per diamond per evening	62.21	64.70	Add	4%	$ 842.00	$ 777.30	1201%	no	no	NA	$ 70.00	By 2020
- Youth Ball - per diamond per evening	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 35.00	By 2020
- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	39.90	41.50	Add	4%	$ 540.00	$ 498.50	1201%	no	no	NA	$ 44.90	By 2020
- Sault Amateur Soccer Association - Adult per field per night	62.21	64.70	Add	4%	$ 842.00	$ 777.30	1201%	no	no	NA	$ 70.00	By 2020
- Sault Youth Soccer Association - per field per night	30.92	32.30	Add	4%	$ 419.00	$ 386.70	1197%	no	no	NA	$ 35.00	By 2020
- Soccer Tournaments - per field per day	39.90	41.49	Add	4%	$ 540.00	$ 498.51	1202%	no	no	NA	$ 44.90	By 2020
-Cricket -practice per field per day	39.90	64.70	Add	62%	$ 540.00	$ 475.30	735%	no	no	NA	$ 70.00	By 2020
- Cricket Game Day Fee		258.90	Add	new fee							$ 280.00	By 2020
- High School Soccer - per field per day	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 35.00	By 2020
- High School Soccer Tournament- per field per day	39.90	41.49	Add	4%	$ 540.00	$ 498.51	1202%	no	no	NA	$ 44.90	By 2020
- Elementary School- Track and Field Meet		129.41	Add	new fee							$ 139.97	By 2020
- Highschool Track and Field Meet		258.91	Add	new fee							$ 280.04	By 2020

Services Offered	2017 Current Fee	2018 Proposed Fee	GST/HST Included or Added	Curent year PROPOSED increase	Calculated Full Cost Fee	Calculated Full Cost Difference		Is Full cost recovered ?	Is full cost attainable ?	If 'yes, Attainable' when?	if 'Not Attainable' Desired Benchmark	Comments
- Steeler Football - per game	497.86	517.80	Add	new fee	$ 6,741.00	$ 6,223.20	1202%	no	no	NA	$ 560.05	By 2020
-Touch Football-Rocky DiPietro Field per day	248.95	258.90	Add	4%	$ 3,371.00	$ 3,112.10	1202%	no	no	NA	$ 280.03	By 2020
- Touch Football - fee for Queen E., B Field perevening/day	31.08	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 34.99	By 2020
- High School; Football - per game	363.55	378.10	Add	4%	$ 4,922.00	$ 4,543.90	1202%	no	no	NA	$ 408.95	By 2020
- Dressing Room Rental per event	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 34.99	By 2020
- Public Address System - per event	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 34.99	By 2020
- Beer Garden - per event per day	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 34.99	By 2020
- Sabercats Football - per game	249.01	259.00	Add	4%	$ 3,371.00	$ 3,112.00	1202%	no	no	NA	$ 280.13	By 2020
- Soo Minor Football - per evening (practice)	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 34.99	By 2020
- Soo Minor Football - per day game fee (QE "B")	124.43	129.40	Add	4%	$ 1,685.00	$ 1,555.60	1202%	no	no	NA	$ 139.96	By 2020
- Soo Minor Football - fee for Rocky DiPietro Field per day	248.95	258.90	Add	4%	$ 3,371.00	$ 3,112.10	1202%	no	no	NA	$ 280.03	By 2020
- Speed Skating Club - per competition	622.32	647.20	Add	4%	$ 8,426.00	$ 7,778.80	1202%	no	no	NA	$ 700.01	By 2020
- Special Event Booking - Event more than 500 people	604.54	628.70	Add	4%	$ 8,185.00	$ 7,556.30	1202%	no	no	NA	$ 680.00	By 2020
- Special Event Booking - Event more than 200 people	302.25	314.35	Add	4%	$ 4,092.00	$ 3,777.65	1202%	no	no	NA	$ 340.00	By 2020
- Special Event - Garbage Pick-up and Recycling	230.34	239.55	Add	4%	$ 3,119.00	$ 2,879.45	1202%	no	no	NA	$ 259.10	By 2020
-Ultimate Frisbee - per field per night	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	$ 34.99	By 2020
-Sport field lining - special request	296.30	308.15	Add	4%	$ 4,012.00	$ 3,703.85	1202%	no	no	NA	$ 333.30	By 2020
Soccer - Rocky D Fall per weeknight per game	62.21	64.70	Add	4%	$ 842.00	$ 777.30	1201%	no	no	NA	$ 69.98	By 2020
Soccer - Rocky D Fall per day for weekend usage	248.95	258.90	Add	4%	$ 3,371.00	$ 3,112.10	1202%	no	no	NA	$ 280.03	By 2020
Soccer Queen E. Mini Complex League Play per night	62.21	64.70	Add	4%	$ 842.00	$ 777.30	1201%	no	no	NA	$ 69.98	By 2020
Soccer Queen E. Mini Complex Weekend Tournament	124.43	129.40	Add	4%	$ 1,685.00	$ 1,555.60	1202%	no	no	NA	$ 139.96	By 2020
BELLEVUE PARK												Full fee recovery not feaseible - as well fee recovery does not reflect the cost of maintaining this asset.
- Facility Booking - per booking	31.10	32.35	Add	4%	$ 421.00	$ 388.65	1201%	no	no	NA	?	
- Special Event Booking - Event more than 250 people	592.26	615.95	Add	4%	$ 8,019.00	$ 7,403.05	1202%	no	no	NA	?	
- Special Event Booking - Event less than 250 people	296.31	308.16	Add	4%	$ 4,012.00	$ 3,703.84	1202%	no	no	NA	?	
- Bandshell part day		123.13	Add	new								
- Bandshell full day		197.50	Add	new								
- Supervision		20.00	Add	new								
- A/V Equipment Rental-projector & PA		100.00	Add	new								
- Sound System (per day)		29.58	Add	new								
HISTORIC SITES BOARD												Fees Set by Historic Sites Board based on review of fees for compareable historic sites.
ADMISSIONS:												
Admission - Adult	12.00	12.50	included	4%	$ 115.00	$ 102.50	820%	no	no	NA	$ 15.00	By 2020
Admission - Senior / child / student	10.00	11.00	included	10%	$ 96.00	$ 85.00	773%	no	no	NA	$ 12.00	By 2020
Admission - Children 5 & under	free	free										
Admission - Family	25.00	30.00	included	20%	$ 240.00	$ 210.00	700%	no	no	NA	$ 40.00	By 2020
Admission - Adult Group Rate (10 or more)	10.00	11.00	included	10%	$ 96.00	$ 85.00	773%	no	no	NA	$ 12.00	By 2020
Admission - Senior Group Rate (10 or more)	8.00	10.00	included	25%	$ 77.00	$ 67.00	670%	no	no	NA	?	
Punch Cards: for Fridays by the Fire, Teas, Admissions (5 visits)	45.00	50.00	included	11%	$ 45.00	$ (5.00)	-10%	yes	no	NA	?	
EDUCATIONAL TOURS:												
1 hour tours	3.00	3.00	exempt	0%	$ 25.00	$ 22.00	733%	no	no	NA	$ 5.00	By 2020
1.5 hour tours	4.00	4.00	exempt	0%	$ 34.00	$ 30.00	750%	no	no	NA	$ 5.00	By 2020
2 hour tours	5.00	5.00	exempt	0%	$ 42.00	$ 37.00	740%	no	no	NA	$ 6.00	By 2020
3 hour tours (lunch included)	10.00	10.00	exempt	0%	$ 85.00	$ 75.00	750%	no	no	NA	$ 12.00	By 2020
After hours - Brownies / Scouts	8.00	8.00	exempt	0%	$ 68.00	$ 60.00	750%	no	no	NA	$ 10.00	By 2020
Workshops - fee (+supplies)	15.00	15.00	Add	0%	$ 127.00	$ 112.00	747%	no	no	NA	$ 20.00	By 2020
Outreach programs (minimum 2 hourl fee)	30.00	50.00	exempt	67%	$ 424.00	$ 374.00	748%	no	no	NA	?	
EVENTS:												
Bracelet Days - Adults	8.00	8.00	included	0%	$ 8.00	$ -	0%	yes	no	NA	?	
Bracelet Days - youth	5.00	5.00	included	0%	$ 5.00	$ -	0%	yes	no	NA	$ 8.00	By 2020
Heritage Tea (desserts & tea)	10.00	10.00	add	0%	$ 10.00	$ -	0%	yes	no	NA	?	
Heritage Fridays by the Fire (soup, biscuit, desserts, beverage)	12.00	12.00	included	0%	$ 12.00	$ -	0%	yes	no	NA	$ 15.00	By 2020
Heritage High Tea (fancy sandwhiches & desserts, beverage)	15.00	15.00	add	0%	$ 15.00	$ -	0%	yes	no	NA	?	
Heritage Culinary Lunch (soup, main, dessert, beverage)	18.00	18.00	included	0%	$ 18.00	$ -	0%	yes	no	NA	?	
Heritage Culinary Dinner (apps, soup, main, dessert, bev & demo)	35.00	35.00	included	0%	$ 35.00	$ -	0%	yes	no	NA	?	
Heritage Dinner Group of 7 menu, theatrical, & program	45.00	45.00	add	0%	$ 45.00	$ -	0%	yes	no	NA	?	
Heritage Dinner Group of 7 Menu,Theatre and Program	0.00	70.00	add	new								
Evening in the Summer Kitchen	55.00	55.00	included	0%	$ 55.00	$ -	0%	yes	no	NA	?	
Birthday Parties (up to 10 people) (hearth baking, games, craft)	125.00	150.00	included	20%	$ 125.00	$ (25.00)	-17%	yes	no	NA	?	
extra attendees for Birthday Party	10.00	10.00	included	0%	$ 10.00	$ -	0%	yes	no	NA	?	
RESEARCH FEES:												
Individual research fee - daily	25.00	25.00	add	0%	$ 25.00	$ -	0%	yes	no	NA	?	
Yearly research fee	100.00	100.00	add	0%	$ 100.00	$ -	0%	yes	no	NA	?	
Reproduction fees, photocopying	0.50	0.50	add	0%	$ 0.50	$ -	0%	yes	no	NA	?	

Services Offered	2017 Current Fee	2018 Proposed Fee	GST/HST Included or Added	Curent year PROPOSED increase	Calculated Full Cost Fee	Difference		Is Full cost recovered ?	Is full cost attainable ?	If 'yes, Attainable' when?	if 'Not Attainable' Desired Benchmark	Comments
Reproduction fees, digital for exhibit or education (for each)	25.00	25.00	add	0%	$ 25.00	$ -	0%	yes	no	NA	?	
Reproduction fees, digital for other uses (following copyright laws)	100.00	100.00	add	0%	$ 100.00	$ -	0%	yes	no	NA	?	
SITE USE:												
Summer Kitchen / Theatre only / Grounds (rental of a space)												
basic rental - Not for Profit - 1/2 day	200.00	200.00	add	0%	$ 1,696.00	$ 1,496.00	748%	no	no	NA	$ 250.00	By 2020
basic rental - Not for Profit - 8 hour day	300.00	300.00	add	0%	$ 2,543.00	$ 2,243.00	748%	no	no	NA	$ 350.00	By 2020
Basic rental - commercial 1/2 day	300.00	300.00	add	0%	$ 2,543.00	$ 2,243.00	748%	no	no	NA	$ 400.00	By 2020
Basic rental - commercial - up to 8 hours	500.00	500.00	add	0%	$ 4,239.00	$ 3,739.00	748%	no	no	NA	$ 600.00	By 2020
Wedding Photographs	200.00	200.00	add	0%	$ 1,696.00	$ 1,496.00	748%	no	no	NA	?	
Wedding Ceremony and Rehearsal		400.00	add	new								
Basic rental Film Crew - Hourly (must pay min. 3 hrs)	300.00	500.00	add	67%	$ 4,239.00	$ 3,739.00	748%	no	no	NA	?	
** This is for Complete Site Rental - HOURLY ****												
Supervisory Fees - hourly for after hours	30.00	50.00	add	67%	$ 224.00	$ 174.00	348%	no	no	NA	?	
Theatre rental added to Historic Culinary (lunch or dinner)												
Non profit	100.00	100.00	add	0%	$ 100.00	$ -	0%	yes	NA	NA	$ 150.00	By 2020
Commercial	200.00	200.00	add	0%	$ 200.00	$ -	0%	yes	NA	NA	$ 250.00	By 2020
ADDITIONAL FEES:												
Non refundable deposit on Site Rentals, Events, Weddings, etc.	50.00	50.00	add	0%	$ 50.00	$ -	0%	yes	NA	NA	NA	
Non refundable deposit for Commercial bookings, i.e. film co.	250.00	250.00	add	0%	$ 250.00	$ -	0%	yes	NA	NA	NA	
** this is applicable to total invoice**												
Cleaning Fees	50.00	50.00	add	0%	$ 50.00	$ -	0%	yes	NA	NA	NA	
Tables - per table (after the original 36 on site)	4.50	5.00	add	11%	$ 4.50	$ (0.50)	-10%	yes	NA	NA	NA	
Chairs - per chair (after what is available on site)	0.55	1.00	add	82%	$ 0.55	$ (0.45)	-45%	yes	NA	NA	NA	
Waste Disposal	100.00	150.00	add	50%	$ 100.00	$ (50.00)	-33%	yes	NA	NA	NA	
AV equipment	50.00	50.00	add	0%	$ 50.00	$ -	0%	yes	NA	NA	NA	
Security fees - once tents are set up on lawn (hourly)	20.00	25.00	add	25%	$ 20.00	$ (5.00)	-20%	yes	NA	NA	NA	
Auxillary Kitchen for caterer	100.00	100.00	add	0%	$ 100.00	$ -	0%	yes	NA	NA	NA	
DAMAGE fees will apply depending on damage to the Site and cost of repair.												
Refreshments:												
Coffee, Tea, Water & all condiments (cream & stir)	5.00	10.00	add	100%	$ 5.00	$ (5.00)	-50%	yes	NA	NA	NA	
Coffee Big Urn 50 cup	20.00	20.00	add	0%	$ 20.00	$ -	0%	yes	NA	NA	NA	
Coffee Big Urn 100 cup	40.00	40.00	add	0%	$ 40.00	$ -	0%	yes	NA	NA	NA	
Coffee, Muffins & Fruit - only for meetings booked - per person	8.00	10.00	add	25%	$ 8.00	$ (2.00)	-20%	yes	NA	NA	NA	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017-210- Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost* Fee	Difference		*Is Full cost recovered ?*	*Is full cost attainable ?*	*If 'yes, Attainable' when?*	*if 'Not Attainable' Desired Benchmark*	*Comments*
TRANSIT CASH FARES												
- Adults	$2.75	$2.85	Exempt	4%	$ 11.10	$ 8.25	289%	no	NO	NA	10%	Most Northern Properties are at $3 per ride
- Students	N/A	N/A	Exempt									
- Seniors	$2.75	$2.85	Exempt	4%	$ 11.10	$ 8.25	289%	no	NO	NA	10%	Most Northern Properties are at $3 per ride
- Children (Youth)	$2.75	$2.85	Exempt	4%	$ 11.10	$ 8.25	289%	no	NO	NA	10%	Most Northern Properties are at $3 per ride
TRANSIT BUS PASSES												
- Monthly Pass - Adult	$65.00	$66.00	Exempt	2%	$ 262.00	$ 196.00	297%	no	NO	NA	8%	Average monthly pass charged by Northern Properties is $80
- Monthly Pass - School Board	$44.00	$45.00	Exempt	2%	$ 178.00	$ 133.00	296%	no	NO	NA	50%	Average youth or student pass charged by Northern Properties is $55
- Monthly Pass - Senior	$55.00	$56.00	Exempt	2%	$ 222.00	$ 166.00	296%	no	NO	NA	0%	
- Monthly Pass - Child (Youth)	$27.50	$28.00	Exempt	2%	$ 111.00	$ 83.00	296%	no	NO	NA	50%	Average youth or student pass charged by Northern Properties is $55
- Punch Pass - 20 Rides	$44.00	$45.00	Exempt	2%	$ 178.00	$ 133.00	296%	no	NO	NA	11%	Average 20 ride pass charged by Northern Properties is $50 ($2.50 per ride)
- Senior Multi 6 Ride Pass (60 years and over)	$8.60	$9.00	Exempt	5%	$ 35.00	$ 26.00	289%	no	NO	NA	0%	
- Senior Multi 12 Ride Pass (60 years and over)	$17.15	$18.00	Exempt	5%	$ 69.00	$ 51.00	283%	no	NO	NA	0%	
- Community Living Algoma	$51.00	$52.00	Exempt	2%	$ 206.00	$ 154.00	296%	no	NO	NA	7%	This pass should be the discounted the same as a senior pass
- Single Bus Pass	$2.75	$2.85	Exempt	4%	$ 11.00	$ 8.15	286%	no	NO	NA	10%	Most Northern Properties are at $3 per ride
- Semester Pass (one semester)	$176.00	$180.00	Exempt	2%	$ 710.00	$ 530.00	294%	no	NO	NA	22%	Average youth or student pass charged by Northern Properties is $55
TRANSIT PHOTO I.D. CARD	$5.00/card	$5.00/card	Exempt	0%	$ 15.00	$ 10.00	200%	no	NO	NA	200%	Most printing of Photo ID's are for other departments
TRANSIT CHARTERS - LOCAL												
- Weekdays per hour (minimum 2 hour)	$150.00	$153.00	Add	2%	$ 605.00	$ 452.00	295%	no	NO	NA	0%	Average cost per operating hour of service is $97
- Sundays per hour (minimum 2 hour)	$150.00	$153.00	Add	2%	$ 605.00	$ 452.00	295%	no	NO	NA	0%	Average cost per operating hour of service is $97
- Statutory Holidays per hour (minimum 1 hour)	$165.00	$168.30	Add	2%	$ 666.00	$ 497.70	296%	no	NO	NA	0%	Average cost per operating hour of service is $97
TRANSIT BUS ADVERTISING												
- Governed by Agreement												
COMMUNITY BUS CASH FARES												
- Cash Fare	$2.75	$2.85	Exempt	4%	$ 11.00	$ 8.15	286%	no	NO	NA	10%	Most Northern Properties are at $3 per ride
- Punch Pass - 20 Rides	$44.00	$45.00	Exempt	2%	$ 178.00	$ 133.00	296%	no	NO	NA	11%	Average 20 ride pass charged by Northern Properties is $50 ($2.50 per ride)
PARA BUS FARES												
- Cash Fare	$2.75	$2.85	Exempt	4%	$ 11.00	$ 8.15	286%	no	NO	NA	10%	We provide a paralel service to regular transit
- Ambulatory Cash Fare	$2.75	$2.85	Exempt	4%	$ 11.00	$ 8.15	286%	no	NO	NA	10%	We provide a paralel service to regular transit
- Attendant Cash Fare	$2.75	$2.85	Exempt	4%	$ 11.00	$ 8.15	286%	no	NO	NA	10%	We provide a paralel service to regular transit
- 40 Ride Pass	$77.00	$79.00	Exempt	3%	$ 311.00	$ 232.00	294%	no	NO	NA	11%	We provide a paralel service to regular transit
- 10 Ride - Ambulatory Pass	N.A.	N.A.										
- 20 Ride - Ambulatory Pass	N.A.	N.A.										
- 40 Ride - Ambulatory Pass	N.A.	N.A.										
MISCELLANEOUS TRANSIT SHOP SALES												
- Labour	95.00	95.00	Add	0%	$ 95.00	$ -	0%	yes	NA	NA	NA	
- Bus Parking per day	20.00	20.00	Add	0%	$ 20.00	$ -	0%	yes	NA	NA	NA	
- Bus Parking - Monthly	225.00	225.00	Add	0%	$ 225.00	$ -	0%	yes	NA	NA	NA	
- Bus Wash	N/A	N/A	Add									
- Bus Wash - by Hand	N/A	N/A	Add									
- Bus - Mop and Sweep	N/A	N/A	Add									
- Bus Vacuum	N/A	N/A	Add									
- Battery Charge	N/A	N/A	Add									
- Service Call - Regular Hours -	95.00	95.00	Add	0%	$ 95.00	$ -	0%	yes	NA	NA	NA	
- Service Call - After Hours - per hour	130.00	130.00	Add	0%	$ 130.00	$ -	0%	yes	NA	NA	NA	
- Service Calls - Cost per kilometer -	0.45	0.45	Add	0%	$ 0.45	$ -	0%	yes	NA	NA	NA	
PARKING METERS												
- Queenstown Area per hour	1.25	1.30	Included	4%		$ (1.30)	-100%	yes	NA	NA	NA	
- City Centre Area per hour	1.25	1.30	Included	4%		$ (1.30)	-100%	yes	NA	NA	NA	
HOODING OF PARKING METERS												
- Single Meter per day	4.00	5.10	Included	28%		$ (5.10)	-100%	yes	NA	NA	NA	
- Double Meter per day	8.00	10.20	Included	28%		$ (10.20)	-100%	yes	NA	NA	NA	
PARKING LOTS												
- Rental - Monthly	44.00	45.00	Included	2%		$ (45.00)	-100%	yes	NA	NA	NA	
- Yearly Rate - Non Refundable	452.00	461.00	Included	2%		$ (461.00)	-100%	yes	NA	NA	NA	
- Daily Rate	5.00	5.10	Included	2%		$ (5.10)	-100%	yes	NA	NA	NA	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered		*2017 Current Fee*		*2018 Proposed Fee*	*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost* Fee	Difference		*Is Full cost recovered ?*	
CEMETERY											
Lots											
Adult											
1 grave lot – minimum 3.5' x 10.0'		$765.00		$855.00	Added	12%	$ 1,285	$ 430.00	-50%	no	For in-ground interment rights, fees will be increased over a three year period to a level equal to the average of fees in Northern Ontario city cemeteries. This level is below full cost recovery but reflects market conditions in Northern Ontario.
2 grave lot – minimum 2.0' x 10.0'		$1,530.00		$1,710.00	Added	12%	$ 2,570	$ 860.00	-50%	no	
Child (6 years – 10 years)		$329.00		$329.00	Added	0%	$ 553	$ 224.00	-32%	no	
Infant (5 years and under)		$150.00		$150.00	Added	0%	$ 252	$ 102.00	-32%	no	
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).		$250.00		$250.00	Added	0%	$ 250	$ -	-100%	yes	
											For interment services, fees will be increased to full cost recovery over a three year period
Cremation Lots (Urn Garden)											
1 grave lot (.6m x .6m)		$220.00		$275.00	Added	25%	$ 370	$ 95.00	-65%	no	
2 grave lot (.6m x 1.2m)		$440.00		$550.00	Added	25%	$ 740	$ 190.00	-65%	no	
											For miscellaneous fees, existing fees will be increased to full cost recovery while new fees will be set at full recovery levels.
Cremorial Wall Niches											
Rows 1 to 4 – single 10.16 cm x 20.36 cm front		$693.00		$693.00	Added	0%	$ 1,164	$ 471.00	-32%	no	
Rows 5&6 – single 10.16 cm x 20.36 cm front		$636.00		$636.00	Added	0%	$ 1,068	$ 432.00	-32%	no	
Rows 7&8 – single 10.16 cm x 20.36 cm front		$536.00		$536.00	Added	0%	$ 900	$ 364.00	-32%	no	
Urn Garden Columbarium "GC"											
Sections L, M											
Companion niches		$1,646.00		$1,646.00	Added	0%	$ 2,765	$ 1,119.00	-32%	no	
Single niches		$999.00		$999.00	Added	0%	$ 1,678	$ 679.00	-32%	no	
Holy Sepulchre Columbarium											
Section O-P-Q-R											
Companion niches		$1,570.00		$1,570.00	Added	0%	$ 2,638	$ 1,068.00	-32%	no	
Single niches		$940.00		$940.00	Added	0%	$ 1,579	$ 639.00	-32%	no	
Holy Sepulchre Columbarium											
Section S											
Companion niches		$1,646.00		$1,646.00	Added	0%	$ 2,765	$ 1,119.00	-32%	no	
Single niches		$999.00		$999.00	Added	0%	$ 1,678	$ 679.00	-32%	no	
Holy Sepulchre Columbarium											
Section T-U-V											
Companion niches		$1,646.00		$1,646.00	Added	0%	$ 2,765	$ 1,119.00	-32%	no	
Holy Sepulchre Columbarium											
Section W											
Companion niches				$1,980.00	Added						
Single niches				$1,200.00	Added						
Wall Niches (Mausoleum Phase VII)											
Section MJ											
Single Niche *(Row 7)*		$735.00		$735.00	Added	0%	$ 1,235	$ 500.00	-32%	no	
Wall Niches (Mausoleum Phase VIII)											
Section ML											
Companion Niches											
Rows 1&8		$1,271.00		$1,271.00	Added	0%	$ 2,135	$ 864.00	-32%	no	
Rows 3&6		$1,481.00		$1,481.00	Added	0%	$ 2,488	$ 1,007.00	-32%	no	
Single Niches											
Rows 1,6,7 & 8		$777.00		$777.00	Added	0%	$ 1,305	$ 528.00	-32%	no	
Row 5		$893.00		$893.00	Added	0%	$ 1,500	$ 607.00	-32%	no	
Section MM											
Single Niches											
Rows 1,2,7		$777.00		$777.00	Added	0%	$ 1,305	$ 528.00	-32%	no	
Mausoleum crypts											

MA – Family Units											
Section MQ											
QC (8 singles)		$62,000.00		$62,000.00	Added	0%	$ 94,080	$ 32,080.00	-48%	no	
QE (6 singles)		$47,700.00		$47,700.00	Added	0%	$ 72,576	$ 24,876.00	-48%	no	
Section MS											
Row 1 (companion)		$13,499.00		$13,499.00	Added	0%	$ 20,158	$ 6,659.00	-51%	no	
Row 4 (companion)		$12,844.00		$12,844.00	Added	0%	$ 19,058	$ 6,214.00	-52%	no	
Section MT											
Row 1 (single)		$8,281.25		$8,281.25	Added	0%		$ (8,281.25)	-200%		
Rows 2&3 (single)		$9,750.00		$9,750.00	Added	0%		$ (9,750.00)	-200%		
Row 4 (single)		$7,868.75		$7,868.75	Added	0%		$ (7,868.75)	-200%		
Row 1 (companion)		$13,981.25		$13,981.25	Added	0%		$ (13,981.25)	-200%		
Row 2&3 (companion)		$16,475.00		$16,475.00	Added	0%		$ (16,475.00)	-200%		
Row 4 (companion)		$13,300.00		$13,300.00	Added	0%		$ (13,300.00)	-200%		
Interment Charges											
With committal service in the chapel											
Adult											
single depth		$740.00		$795.00	Added	7%	$ 1,243	$ 448.20	-44%	no	
double depth		$910.00		$910.00	Added	0%	$ 1,529	$ 618.80	-32%	no	
Child 5 years and under		no charge		no charge							
Child 6-10 years											
single depth		$398.00		$398.00	Added	0%	$ 669	$ 270.64	-32%	no	
double depth		$502.00		$502.00	Added	0%	$ 843	$ 341.36	-32%	no	
Cremated remains		$167.00		$167.00	Added	0%	$ 281	$ 113.56	-32%	no	
Entombment in mausoleum		$705.00		$705.00	Added	0%	$ 1,184	$ 479.40	-32%	no	
With committal service at the gravesite											
Adult											
single depth		$950.00		$1,165.00	Added	23%	$ 1,596	$ 431.00	-63%	no	
double depth		$1,165.00		$1,165.00	Added	0%	$ 1,957	$ 792.20	-32%	no	
Child 5 years and under		no charge		no charge							
Child 6-10 years											
single depth		$601.00		$601.00	Added	0%	$ 1,010	$ 409.00	-32%	no	
double depth		$848.63		$848.63	Added	0%	$ 1,426	$ 577.07	-32%	no	
Cremated remains		$280.00		$345.00	Added	23%	$ 470	$ 125.40	-64%	no	
Cremated remains (columbarium or mausoleum niches)		$280.00		$345.00	Added	23%	$ 470	$ 125.40	-64%	no	
Entombment in mausoleum		$907.00		$907.00	Added	0%	$ 1,524	$ 616.76	-32%	no	
Cremation											
Adult		$572.00		$572.00	Added	0%	$ 961	$ 388.96	-32%	no	
Child 5 years and under		no charge		no charge							
Child 6-10 years		$330.00		$330.00	Added	0%	$ 554	$ 224.40	-32%	no	
Disinterment Charges											
Another gravesite in a municipal gravesite											
Adult		$2,185.00		$2,185.00	Added	0%	$ 3,671	$ 1,485.80	-32%	no	
From single depth to double depth		$2,375.00		$2,375.00	Added	0%	$ 3,990	$ 1,615.00	-32%	no	
Child 5 years and under		$601.00		$601.00	Added	0%	$ 1,010	$ 408.68	-32%	no	
Child 6-10 years		$1,005.00		$1,005.00	Added	0%	$ 1,688	$ 683.40	-32%	no	
Cremated remains		$350.00		$350.00	Added	0%	$ 588	$ 238.00	-32%	no	
Niche to niche		$185.00		$185.00	Added	0%	$ 311	$ 125.80	-32%	no	
Same gravesite or removal from a municipal cemetery											
Adult		$1,540.00		$1,540.00	Added	0%	$ 2,587	$ 1,047.20	-32%	no	
Child under 5 years		$335.00		$335.00	Added	0%	$ 563	$ 227.80	-32%	no	
Child 5-10 years		$676.00		$676.00	Added	0%	$ 1,136	$ 459.68	-32%	no	
Cremated remains		$200.00		$200.00	Added	0%	$ 336	$ 136.00	-32%	no	
Niche to niche		$185.00		$185.00	Added	0%	$ 311	$ 125.80	-32%	no	
From inground burial to mausoleum		$3,305.00		$3,305.00	Added	0%	$ 5,552	$ 2,247.40	-32%	no	
Extra charge if not in concrete container		$675.00		$675.00	Added	0%	$ 675	$ -	-100%	yes	
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.											
Double depth disinterments are not permitted											
Additional Miscellaneous Charges											
Funerals arriving after 4 p.m. – for each half hour or portion thereof		$135.00		$135.00	Added	0%	$ 135	$ -	-100%	yes	
Saturday Funeral Surcharge											
Casket				$125.00	Added						
Cremains				$100.00	Added						

Saturday funerals entering the ceremony after 1 p.m. – for each half hour or portion thereof		$135.00		$135.00	Added	0%	$ 135	$ -	-100%	yes	
Niche plate (including installation)		$213.00		$213.00	Added	0%	$ 358	$ 144.84	-32%	no	
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving		$110.00		$110.00	Added	0%	$ 185	$ 74.80	-32%	no	
Removal of niche plate from the columbarium for vase installation or extra engraving		$50.00		$50.00	Added	0%	$ 84	$ 34.00	-32%	no	
Mailing of cremains												
Inside Canada (insured)		$80.00		$80.00	Added	0%	$ 80	$ -	-100%	yes	
to USA (insured)		$97.00		$97.00	Added	0%	$ 97	$ -	-100%	yes	
outside Canada or USA (insured)		$212.00		$212.00	Added	0%	$ 212	$ -	-100%	yes	
Removal of trees or shrubs from lots – per tree		$44.00		$69.00	Added	57%	$ 238	$ 169.00	145%	no	
Handling of wooden shells		$121.00		$121.00	Added	0%	$ 121	$ -	-100%	yes	
Transfer fee		$50.00		$50.00	Added	0%	$ 50	$ -	-100%	yes	
Rental of temporary storage facility (per month)		$38.10		$66.00	Added	73%	$ 64	$ (1.99)	-103%	yes	
Monument cleaning				$55.00	Added	new	$ -	$ (55.00)		yes	
Tree trimming (1 - 2 trees)				$55.00	Added	new	$ -	$ (55.00)		yes	
Flat marker less than 1,116.3 sq m (173 sq in)		no charge		no charge								
Flat marker over 1,116.3 sq m (173 sq in)		$50.00		$50.00	Added	0%	$ -	$ (50.00)	-200%	yes	
Upright monument measuring more than 1.22 m (4 ft) or less in height or length, in		$100.00		$100.00	Added	0%	$ -	$ (100.00)	-200%	yes	
Upright monument measuring more than 1.22 m (4 ft) either in height or length, inc		$200.00		$200.00	Added	0%	$ -	$ (200.00)	-200%	yes	
Memorial bench plates				$150.00	Added	new fee		$ (150.00)	-200%	yes	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "C"

ENGINEERING DEPARTMENT

GL Account Number	*Services Offered*	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost Recovery Fee*			*Is Full cost recovered ?*	*Is full cost attainable?*	*If 'yes' when?*	*if 'No' Desired Benchmark*
							difference	difference				
10-400-4020-5741	**SEWER CONNECTIONS**											
	- 100 mm diameter lateral per connection	$3,870.00	$3,950.00	Exempt	2%	$ 4,897.00	$ 947.00	24%	no	Yes	2020	NA
	- 150 mm diameter lateral per connection	$4,190.00	$4,300.00	Exempt	3%	$ 5,297.00	$ 997.00	23%	no	Yes	2020	NA
	- Additional Connection Charges	$2,000.00	$2,050.00	Exempt	2%	$ 2,530.00	$ 480.00	23%	no	Yes	2020	NA
	- Class A Pavement - Additional Charge	$1,990.00	$2,500.00	Exempt	26%	$ 5,001.00	$ 2,501.00	100%	no	Yes	2025	NA
	- Class B Pavement or Surface Treatment- Additional Charge	$1,620.00	$2,100.00	Exempt	30%	$ 4,538.00	$ 2,438.00	116%	no	Yes	2025	NA
	- Curb and Gutter - Additional Charge	$1,130.00	$1,150.00	Exempt	2%	$ 1,925.00	$ 775.00	67%	no	Yes	2023	NA
	- Concrete Sidewalk - Additional Charge	$1,380.00	$1,400.00	Exempt	1%	$ 2,238.00	$ 838.00	60%	no	Yes	2023	NA
	- Oversized Excavation for Separate Utilities	$1,380.00	$2,050.00	Exempt	49%	$ 4,478.00	$ 2,428.00	118%	no	Yes	2025	NA
	- Class A Pavement for Separate Utilities - Additional Charge	$1,380.00	$1,500.00	Exempt	9%	$ 2,513.00	$ 1,013.00	68%	no	Yes	2023	NA
	- Class B Pavement for Separate Utilities - Additional Charge	$800.00	$1,300.00	Exempt	63%	$ 2,241.00	$ 941.00	72%	no	Yes	2023	NA
	- Curb and Gutter for Separate Utilities- Additional Charge	$650.00	$650.00	Exempt	0%	$ 1,107.00	$ 457.00	70%	no	yes	2023	NA
	- Concrete Sidewalk for Separate Utilities - Additional Charge	$800.00	$800.00	Exempt	0%	$ 1,297.00	$ 497.00	62%	no	yes	2023	NA
	- CCTV Mainline Sewer Inspection	$185.00 / hour	$200.00 / hour	Inc	8%	$ 197.00	$ (3.00)	-2%	yes	NA	NA	NA
10-400-4022-5721	**CULVERTS**											
	- Single Driveway	$1405.00/ Driveway	$3000.00/ Driveway	Exempt	114%	$ 4,876.00	$ 1,876.00	63%	yes	NA	NA	NA
	- Double Entrance Driveway	$2735.00 / Driveway	$5000.00 / Driveway	Exempt	83%	$ 9,753.00	$ 6,753.00	95%	yes	NA	NA	NA
	Additional Charges											
	- Culvert Couplings	$ 70.00 / coupling	$ 250.00 / coupling	Inc	257%	$ 268.00	$ 18.00	7%	yes	NA	NA	NA
	- Additional Culvert length	$240.00/ meter	$1000.00/ meter	Inc	317%	$ 918.00	$ (82.00)	-8%	yes	NA	NA	NA
10-300-3000-5446	**DIGITAL DATA FEES**											
	- Info Light (Vector) customized to user needs	100.00	100.00	Inc	0%	$ 100.00	$ -	0%	yes	NA	NA	NA
	- Full data Extract	250.00	250.00	Inc	0%	$ 250.00	$ -	0%	yes	NA	NA	NA
	- Raster Image	125.00	125.00	Inc	0%	$ 125.00	$ -	0%	yes	NA	NA	NA
	- Customized Hardcopy/pdf Mapping Products - 11" x 17"	25.00	25.00	Inc	0%	$ 25.00	$ -	0%	yes	NA	NA	NA
	- Customized Hardcopy/pdf Mapping Products - large format	50	50.00	Inc	0%	$ 50.00	$ -	0%	yes	NA	NA	NA
	- Plan and Profile Drawings	$10/sheet	$10/sheet	Inc	0%	$ 10.00	$ -	0%	yes	NA	NA	NA
	- Lawyer Requests for Sanitary/Lateral Services	$25	$25	Inc	0%	$ 25.00	$ -	0%	yes	NA	NA	NA

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "D"

PLANNING DEPARTMENT

Services Offered	*2017 Current Fee*		*2018 Proposed Fee*		*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost Fee*	*Difference*		*Is Full cost recovered ?*	*Is full cost attainable ?*	*If 'yes, Attainable' when?*	*if 'Not Attainable' Desired Benchmark*
REZONING FEES													
- Sale of City Official Plan	35.00	/plan	35.00	/plan	Exempt	0%	NA						
- Official Plan Amendment	2,100.00	/amend	2,140.00	/amend	Exempt	2%	$ 4,600	$ 2,460	115%	no	no	NA	Rates are at desired level
- Rezoning Application Fee	2,100.00	/app	2,140.00	/app	Exempt	2%	$ 4,600	$ 2,460	115%	no	no	NA	Rates are at desired level
- Combined Official Plan & Rezoning Application	3,200.00	/app	3,260.00	/app	Exempt	2%	$ 6,100	$ 2,840	87%	no	no	NA	Rates are at desired level
- Subdivision Approval Fee	4,000.00	/app	4,080.00	/app	Exempt	2%	$ 22,000	$ 17,920	439%	no	no	NA	Rates are at desired level
- Condominium Approval Fee	3,100.00	/app	3,160.00	/app	Exempt	2%	$ 14,600	$ 11,440	362%	no	no	NA	Rates are at desired level
- Site Plan Review (Development Control)	850.00	/app	870.00	/app	Exempt	2%	$ 4,900	$ 4,030	463%	no	no	NA	Rates are at desired level
- Signs - Minor Amendment	325.00	/signsign	330.00	/signsign	Exempt	2%	$ 600	$ 270	82%	no	no	NA	Rates are at desired level
- Deferred Application	75.00	/app	80.00	/app	Exempt	7%	$ 310	$ 230	288%	no	no	NA	Rates are at desired level
- Deferred Application if new Notice is Required	300.00	/app	310.00	/app	Exempt	3%	$ 630	$ 320	103%	no	no	NA	Rates are at desired level
- Preparation of a Subdivision Agreement	4,000.00	/app	4,080.00	/app	Exempt	2%	$ 4,510	$ 430	11%	no	no	NA	Rates are at desired level
- Staff Attendance at OMB Hearings **	510.00	/hearing day	520.00	/hearing day	Exempt	2%	NA						
- Telecommunication Tower Review	500.00	/review	$510.00	/review	Exempt	2%	$ 2,040	$ 1,530	300%	no	no	NA	Rates are at desired level
-Site Plan ammendments			$330.00	/app	Exempt	new fee	NA	NA	NA	NA	NA	NA	NA
COMMITTEE OF ADJUSTMENT FEES													
- Minor Variance Application (Single Unit Residential)	500.00	/app	510.00	/app	Exempt	2%	$ 890	$ 380	75%	no	no	NA	Rates are at desired level
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	700.00	/app	710.00	/app	Exempt	1%	$ 930	$ 220	31%	no	no	NA	Rates are at desired level
- All Other Zones	800.00	/app	820.00	/app	Exempt	3%	$ 1,000	$ 180	22%	no	no	NA	Rates are at desired level
- Fence in All Zones	400.00	/app	410.00	/app	Exempt	3%	$ 700	$ 290	71%	no	no	NA	Rates are at desired level
- After the Fact Variance	1.5 X the Regular Fee		1.5 X the Regular Fee		Exempt								
- Deferred Minor Variance Application	75.00	/app	75.00	/app	Exempt	0%	$ 260	$ 185	247%	no	no	NA	Rates are at desired level
- Consent Application (Lot Addition)	700.00	/app	710.00	/app	Exempt	1%	$ 1,200	$ 490	69%	no	no	NA	Rates are at desired level
- Consent Application (New Lot Creation)	$600 + $400 + $300 for easment /lot/app		$600 + $400 + $300 for easment /lot/app		Exempt								
- Final Consent Application	200.00	/deed	205.00	/deed	Exempt	3%	$ 230	$ 25	12%	no	no	NA	Rates are at desired level
- Deferred Application Fee - No New Notice	75.00	/app	75.00	/app	Exempt	0%							
- Deferred Application Fee if New Notice Required	1/2 App Fee		1/2 App Fee		Exempt								
- Property Standards Appeal Fee	200.00	/app	205.00	/app	Exempt	3%	$ 750	$ 545	266%	no	no	NA	Rates are at desired level
- Records Retrieval/Decision Search	75.00		75.00		Add	0%							
- Special Hearing	$500 + Application Fee		$510 + Application Fee		Exempt								
- Appeal (Minister of Finance)	300.00		310.00		Exempt	3%							
- Appeal (Sault Ste Marie)	150.00		150.00		Add	0%							

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "E"

BUILDING SERVICES DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*		*GST/HST Included or Added*	*Curent year PROPOSED increase*	**Full Cost Recovery Fees** Fee Rate	Basis of Fee
BUILDING / BYLAW ENFORCEMENT							
-Building/PropertyClean-up Administration fee	15% of cost	15% of cost		Add		15% of cost	
New Construction / Alterations and Renovations							
Group A – (assembly occupancies)							
School, churches – New Construction	29.19	31.23		Exempt	7%	$ 30.83	
Restaurants – New Construction	29.19	31.23		Exempt	7%	$ 30.83	
All other assembly – New Construction	29.19	31.23		Exempt	7%	$ 30.83	
Alterations and Renovations (includes decks & roof structures)	8.06	8.62		Exempt	7%	$ 8.51	
Air supported structure	8.06	8.62		Exempt	7%	$ 8.51	
Emergency lighting	315.00	337.05	ff per storey	Exempt	7%	$ 332.75	ff per storey
Fire alarms	315.00	337.05	ff per storey	Exempt	7%	$ 332.75	ff per storey
Parking garage repairs	5.57	5.96		Exempt	7%	$ 5.88	
Portable classrooms foundations	8.06	8.62		Exempt	7%	$ 8.51	
Residing, re-roofing	0.97	1.04		Exempt	7%	$ 1.02	
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt	7%	$ 332.75	ff plus $0.55 / m2
Tents - less than 225m2	113.40	121.34		Exempt	7%	$ 119.79	
Tents - greater than 225m2	378.00	404.46	ff	Exempt	7%	$ 399.30	ff
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt	7%	$ 4.76	/ opening + $119.79 ff
Group B - (institutional occupancies)							
All types – New Construction	29.19	31.23		Exempt	7%	$ 30.83	
Alterations and Renovations (includes decks & roof structures)	8.06	8.62		Exempt	7%	$ 8.51	
Emergency lighting	$315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Fire alarms	$315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Parking garage repairs	$5.57	$5.96		Exempt	7%	$ 5.88	
Residing, re-roofing	$0.97	$1.04		Exempt	7%	$ 1.02	
Sprinkler, standpipes	$315.00	$337.05	ff plus $0.56 / m2	Exempt	7%	$ 332.75	ff plus $0.55 / m2
Window / Door replacement	$4.51	$4.83	/ opening + $121.34 ff	Exempt	7%	$ 4.76	/ opening + $119.79 ff
Group C – (residential occupancies)							
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	$24.03	$25.71		Exempt	7%	$ 25.38	
Single Dwelling Modular Units – New Construction	$20.97	$22.44		Exempt	7%	$ 22.15	
All other multiple units – New Construction	19.35	$20.70		Exempt	7%	$ 20.44	
Hotels, motels – New Construction	25.80	27.61		Exempt	7%	$ 27.25	
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt	7%	$ 6.81	
Balcony repairs	113.40	121.34	ff + $8.62 / unit	Exempt	7%	$ 119.79	ff + $8.51 / unit
Basement finishing	5.72	6.12		Exempt	7%	$ 6.04	
Basement new under existing dwelling	6.45	6.90		Exempt	7%	$ 6.81	
Canopy, carport	$11.93	$12.77		Exempt	7%	$ 12.60	
Emergency lighting	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Fire alarms	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks	113.40	121.34	ff	Exempt	7%	$ 119.79	ff
Attached garage and accessory buildings	5.72	6.12		Exempt	7%	$ 6.04	
Detached garage	5.72	6.12		Exempt	7%	$ 6.04	
Shed < 25 m2	113.40	121.34		Exempt	7%	$ 119.79	
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt	7%	$ 332.75	ff plus $0.55 / m2
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt	7%	$ 4.76	/ opening + $119.79 ff
Group D – (business & personal services occupancies)							
Offices and all others – shell only – New Construction	22.18	23.73		Exempt	7%	$ 23.43	
Interior tenant finishing – New Construction	6.05	6.47		Exempt	7%	$ 6.39	
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt	7%	$ 6.81	
Emergency lighting	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Fire alarms	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Parking garage repairs	5.56	5.95		Exempt	7%	$ 5.87	
Residing, re-roofing	0.97	1.04		Exempt	7%	$ 1.02	
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt	7%	$ 332.75	ff plus $0.55 / m2
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt	7%	$ 4.76	/ opening + $119.79 ff

Services Offered	2017 Proposed Fee	2018 Proposed Fee		GST/HST Included or Added	Curent year PROPOSED increase	Full Cost Recovery Fees	
						Fee Rate	Basis of Fee
Group E – (mercantile occupancies)							
Retail store shell, department store, supermarkets, all other Group E – New Construction	16.64	17.80		Exempt	7%	$ 17.58	
Interior tenant finishing	6.05	6.47		Exempt	7%	$ 6.39	
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt	7%	$ 6.81	
Emergency lighting	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Fire alarms	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Parking garage repairs	5.57	5.96		Exempt	7%	$ 5.88	
Residing, re-roofing	0.95	1.02		Exempt	7%	$ 1.00	
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt	7%	$ 332.75	ff plus $0.55 / m2
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt	7%	$ 4.76	/ opening + $119.79 ff
Group F – (industries occupancies)							
Industrial building shell less than 7500 m2 – New Construction	12.90	13.80		Exempt	7%	$ 13.63	
Industrial building shell greater than 7500 m2 – New Construction	10.48	11.21		Exempt	7%	$ 11.07	
Parking garage – New Construction	8.30	8.88		Exempt	7%	$ 8.77	
All other F occupancies – New Construction	12.90	13.80		Exempt	7%	$ 13.63	
Interior tenant finishing	6.05	6.47		Exempt	7%	$ 6.39	
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt	7%	$ 6.81	
Emergency lighting	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Fire alarms	315.00	337.05	ff per Storey	Exempt	7%	$ 332.75	ff per Storey
Farm buildings	5.56	5.95		Exempt	7%	$ 5.87	
Industrial Equipment Foundations	1% of construction value	1% of construction value		Exempt		1% of construction value	
Parking garage repairs	5.57	5.96		Exempt	7%	$ 5.88	
Residing, re-roofing	0.97	1.04		Exempt	7%	$ 1.02	
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt	7%	$ 332.75	ff plus $0.55 / m2
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt	7%	$ 4.76	/ opening + $119.79 ff
Demolition							
Group C – Single Family Dwelling 55 m2 or less	120.96	129.43	ff	Exempt	7%	$ 127.78	ff
All others	241.92	258.85	ff	Exempt	7%	$ 255.55	ff
Designated Structures OBC Subsection 1.3.1.1.							
Crane runway	911.23	975.02	ff / structure	Exempt	7%	$ 962.58	ff / structure
Exterior tanks	911.23	975.02	ff / structure	Exempt	7%	$ 962.58	ff / structure
Outdoor pool and spa	30.32	32.44		Exempt	7%	$ 32.03	
Wind power towers	911.23	975.02	ff / structure	Exempt	7%	$ 962.58	ff / structure
All other structures	419.33	448.68	ff / structure	Exempt	7%	$ 442.96	ff / structure
Standalone Mechanical							
New ductwork or piping	18.65	19.96	per diffuser, radiator, or unit	Exempt	7%	$ 19.70	per diffuser, radiator, or unit
Group C residential Single Family Dwelling (unit and ductwork)	177.41	189.83	ff	Exempt	7%	$ 187.41	ff
New unit	177.41	189.83	/ unit	Exempt	7%	$ 187.41	/ unit
Special mechanical system (exhaust hoods, solar panels etc.)	379.00	405.53	ff	Exempt	7%	$ 400.36	ff
Plumbing & drainage	17.41	18.63	/ fixture	Exempt	7%	$ 18.39	/ fixture
Sewer installation & capping (single residential unit)	113.40	121.34	ff	Exempt	7%	$ 119.79	ff
Site services (water, sewer servicing for all other buildings) $	379.00	405.53	ff	Exempt	7%	$ 400.36	ff
Additional Charges							
Occupancy permit	19.35	20.70	ff / unit	Exempt	7%	$ 20.44	ff / unit
Conditional permit	10% of applicable building permit fees ($182.70 ff minimum)	10% of applicable building permit fees ($193 ff minimum)		Exempt		10% of applicable building permit fees ($193 ff minimum)	
Change of use permit	387.07	414.16	ff	Exempt	7%	$ 408.88	ff
Permit renewal/transfer	197.40	211.22	ff	Exempt	7%	$ 208.52	ff
Moving permit	113.40	121.34	ff	Exempt	7%	$ 119.79	ff
Re-inspection	113.40	121.34	ff	Exempt	7%	$ 119.79	ff
Sign permit (as regulated by Sign By-Law 2005-166)	113.40	121.34	ff each	Exempt	7%	$ 119.79	ff each
Portable signs							
2 years	96.77	103.54	ff	Exempt	7%	$ 102.22	ff

30 days	16.13	17.26	ff	Exempt	7%	$	17.04	ff
Sign renewal	24.19	25.88	ff	Exempt	7%	$	25.55	ff
Culvert as determined by Pubic Works & Transportation Dept								
Curb or sidewalk depression	40.32	43.14	ff	Exempt	7%	$	42.59	ff
Certificate of zoning conformity Single Family Dwelling	48.38	51.77	ff + HST	Add	7%	$	51.11	ff + HST
Certificate of zoning conformity Other	96.77	103.54	ff +HST	Add	7%	$	102.22	ff +HST
File Inquiry and plans inquiry Single Family Dwelling	48.38	51.77	/SFD + HST	Add	7%	$	51.11	/SFD + HST
Other	96.77	103.54	/others + HST	Add	7%	$	102.22	/others + HST
Annual Fee	806.40	862.85	/Year + HST	Add	7%	$	851.84	/Year + HST
Removal of work order (By-Law)	169.34	181.19	ff	Exempt	7%	$	178.88	ff
Work order appeal (By-Law)	169.34	181.19	ff	Exempt	7%	$	178.88	ff
Removal of Order (Building Code)	169.34	181.19	ff	Exempt	7%	$	178.88	ff
Liquor License Application	96.77	103.54	ff +HST	Add	7%	$	102.22	ff +HST
Alternative Solution Proposal (per application)	630.00	674.10	ff	Exempt	7%	$	665.50	ff

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "F"

FINANCE DEPARTMENT

PENALTIES & INTEREST ON TAXES			
- On the First Day after the due date	1.25 % / month	1.25 % / month	None
- On the First day of each month that the Taxes remain unpaid			
- On January 1st of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting / Data Processing Fees - Library Board	10,915.00	10,915.00	Exempt
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25 % / month	1.25 % / month	None
TAX CERTIFICATES			
- Tax Certificate (Certified Statement of Tax Account Status)	$60.00	$60.00	None
TAX ACCOUNT TITLE SEARCHES			
-Title searches for property in arrears	n/a	$50.00	None
PAYROLL GARNISHEE			
- Fee for Garnishee of payroll Cheque per pay per cheque	$10.00	$10.00	None
NSF CHEQUE FEE			
- Fee for a cheque being returned per cheque	$35.00	$35.00	None

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "G"

FIRE SERVICES

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost Recovery Fee*			*Is Full cost recovered?*	*Is full cost attainable?*	*If 'yes' when?*	*if 'No' Desired Benchmark*
					Fee	Difference					
FIRE ALARM SYSTEM											
- Installation / Hook up Charge	N/A	N/A	Add								
- Annual Surveillance Fee	N/A	N/A	Add								
INSPECTION CHARGES											
- File Search - Residential Property	63.24	64.50	Add	2%	$ 111.00	$ 46.50	72%	no	no	NA	to increase with inflation
- File Search - Commercial Property	63.24	64.50	Add	2%	$ 111.00	$ 46.50	72%	no	no	NA	to increase with inflation
- Field Inspection (Minimum charge of 1 hour)	N/A	N/A	Add								
- Property Resale Inspection	110.16	112.36	Add	2%	$ 193.00	$ 80.64	72%	no	no	NA	to increase with inflation
- Daycare Licensing Inspection	110.16	112.36	Add	2%	$ 193.00	$ 80.64	72%	no	no	NA	to increase with inflation
AIR BOTTLE REFILLS											
- Refill per bottle	7.00	7.14	inc	2%	$ 23.00	$ 15.86	222%	no	no	NA	to increase with inflation
TRAINING											
- Fire Extinquisher Training (30 person maximum)	108.00	110.16	Add	2%	$ 210.00	$ 99.84	91%	no	no	NA	to increase with inflation
BURNING PERMITS											
- New (First) Burning Permit - Valid for 3 years	75.00	75.00	No	0%	$ 96.00	$ 21.00	28%	no	no	NA	rates are set for seeable future
- Burning Permit - Renewal 4 ytr	60.00	60.00	No	0%	$ 77.00	$ 17.00	28%	no	no	NA	rates are set for seeable future
- Burning Permit - Annual	30.00	30.00	No	0%	$ 38.00	$ 8.00	27%	no	no	NA	rates are set for seeable future

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 Schedule "H"

LEGAL DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS			
Lyon's Building Centre (LYONS AVE & WELLINGTON) (L-14)	$ 85.00 / month	$ 85.00 / month	Add
STEELTON SENIOR CENTRE (no Rent - July & August) (L-203)	$ 400.00 / month	NIL	Add
Part 65 OLD GARDEN RIVER ROAD (Sault Area Hospital) (L-322)	$75,369 annual	$75,369 annual	Add
Bell Mobility CATHCART St - WEST STREET (LE-67)	$ 5,500 annual	$ 5,500 annual	Add
Bell Mobility Part 57 DesChenes Dr (AG131)	$ 5,000 annual	$ 5,000 annual	Add
Superior 7 Signs - 331 QUEEN ST E (L-317)	$ 900.00 annual	$ 900.00 annual	Add
Algo Signs - 723 Great Northern Road (2 signs) (L-283)	$2,400.00 annual	$2,400.00 annual	Add
Ministry of Health - 540 Albert Street (LE-41)	$9,533.57/month	January 1, 2018 to July 15, 2018 $9,721.90 July 16, 2017 to December 31, 2017 $9,915.32	included
Superior 7 Advertising Ltd. - Sign - Lake Street (L-286)	$950.00 annual	$950.00 annual	Add
Sault Ste. Marie Model Aircraft Radio Control Club (L-326)	$400.00 annual	$400.00 annual	Add
Rogers - 363 Second Line West (at Third Avenue) (L-334)	$700.00 monthly	$700.00 monthly	Add
POA Rent-Civic Centre	$63,575 annual	$63,575 annual	Add
S&T Electrical Contractors (LE-39)	$200.00 / month	$200.00 / month	Add
Barbisan Roofing Inc	$500/annual	$500/annual	Add
Kevin Belsito	$500	$500	Add
DSSAB Lease 540 Albert Street (AG95)	$32,500/month	$32,500/month	Add
ANNUAL ENCROACHMENTS			
Nystedt, Dennis - 274 North Street	$25.00/annual	$25.00/annual	Add
Lyon's Building - 625 Queen Street East	$25.00/annual	$25.00/annual	Add
Cambrian Nissan - 460-468 Pim Street	$25.00/annual	$25.00/annual	Add
Flormor Automotive - 53,59 Great Northern Road & 7 Champlain	$25.00/annual	$25.00/annual	add
CIVIC CENTRE - MEETING ROOMS (Full Day)			
Council Chambers	$265	$265	
Russ Ramsay Board Room	$106	$106	
Biggings Meeting Room	$106	$106	
Thompson Meeting Room	$106	$106	
Plummer Meeting Room	$53	$53	
Korah Meeting Room	$53	$53	
Tarentorus Meeting Room	$53	$53	
Steelton Meeting Room	$53	$53	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "I"

PUBLIC WORKS & TRANSPORTATION DEPARTMENT

GL Account Number	*Services Offered*		*2017 Current Fee*		*2018 Proposed Fee*	*GST/HST Included or Added*	*Curent year PROPOSED increase*	*Calculated Full Cost Recovery Fee*			*Is Full cost recovered?*	*Is full cost attainable?*	*If 'yes' when?*	*if 'No' Desired Benchmark*
									difference	difference				
10-400-4020-5520	**SEWER RODDING**													
	- Calls during regular Hours		$145.00		$148.00	Add	2%	$ 157.00	$ 9.00	6%	no	yes	2022	NA
	- Calls outside regular Hours		$290.00		$296.00	Add	2%	$ 315.00	$ 19.00	6%	no	yes	2022	NA
	- CCTV Lateral Inspection		$185.00 / hour		$200.00 / hour	Inc	8%	$ 215.00	$ 15.00	8%	no	yes	2023	NA
	- CCTV Mainline Sewer Inspection		$175.00		$200.00	Add	14%	$ 190.00	$ (10.00)	-5%	yes	NA	NA	NA
	LANDFILL FEES (established by by-law 2003-140)						Separate business case being prepared							
10-400-4040-5522	- Tipping Fee per tonne		70.00		70.00	No								
10-400-4040-5523	- Gate Fee		10.00		10.00	No								
10-400-4040-5522	- Out of town (Prince/Rankin) Tipping Fee per tonne		70.00		70.00	No								
10-400-4040-5522	- Asbestos per bag following MOE Regulations (up to 4 bags)		50.00		50.00	No								
10-400-4040-5522	- Asbestos bulk load - MOE Regulations per tonne after 4 bags		200.00		200.00	No								
10-400-4040-5522	- Bio-Medical Waste per tonne per MOE Guideline		200.00		200.00	No								
10-400-4040-5522	- Refrigerator/Freezer Disposal (untagged)		25.00		25.00	No								
10-400-4040-5522	- Non Hazardous Industrial Solid Waste (for cover material)		35.00		35.00	No								
10-400-4040-5522	- Non Hazardous Industrial Solid Waste (Non Useable)		70.00		70.00	No								
	-Residential pick up excess bag tag		2.00		2.00	No								

THE CORPORATION OF THE CITY OF SAULT STE MARIE
USER FEES AND SERVICE CHARGES BUDGET IMPACT
2018

DEPARTMENT:	$
Clerks	3,590
Community Services Department	
Bondar Pavilion	1,926
Bondar Marina	2,357
Bellevue Marina	4,727
Seniors Centre	170
Athletic Fields/Bellevue Park events	2,484
Historic Sites Board	2,676
John Rhodes Community Centre-Arena	
highschool hockey	703
Ice Rentals	23,044
Ice Skating	1,631
John Rhodes Community Centre-Pool	
Public Swim	5,746
Swim Instruction	4,681
Swim Teams	596
Swim Instruction-Schools	170
McMeeken Centre	
Ice Rentals	6,250
Ice Skating	389
Essar Centre	
Ice Rentals	14,527
Transit & Parking	70,158
Buliding	77,000
Cemetery fees	38,456
Engineering & Planning	
Planning	2,271
Finance	-
Fire Services	217
Legal	-
PWT	17,583
Total Budget Impact	**281,352**

The Corporation of the
City of Sault Ste. Marie

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

November 20, 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: **Drake Street Pump Station**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2017-10E for Drake Street Pump Station upgrades.

BACKGROUND

At the October 10, 2017 Council meeting, tendering was approved for the pump station upgrade, with an estimated project cost to complete the project, including engineering, of approximately $105,000.

ANALYSIS

Two (2) tenders were received, and summarized in the attached report. The low tender, excluding HST, was in the amount of $90,853, submitted through Cecchetto &Sons Ltd.. The tender including the City's portion of tax of $92,452, is higher than the Engineer's tender estimate by approximately 21%.

FINANCIAL IMPLICATIONS

When recoverable HST is removed and allowances for engineering are added, the City's cost to complete the project is estimated to be approximately $122,000, to be funded from the sanitary sewer revenue. The project is within the 2017 budget allowance for pump station work, and staff recommends proceeding with the work.

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 2017-218 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

C. Taddo

Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
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705 942 2612 tel
705 942 3642 fax

November 7, 2017

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

Dear Ms. Taddo:

Project No: 60550504

Regarding: Drake Street Pumping Station PLC Upgrades
Contract No. 2017-10E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, November 2, 2017 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2017-10E – Drake Street Pumping Station PLC Upgrades consists of supplying all equipment, labour and materials for the supply and installation of a new PLC control panel and related appurtenances for the Drake Street sewage pumping station.

The tender advertisement was published in the Sault Star on Saturday, October 14, 2017 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of three (3) Contractors/Subcontractors picked up tender documents during the tender period following submission of the $50.00 refundable deposit.

During the tender period, there were no questions from plan takers relating to the scope of work and the technical specifications and thus no Addenda were issued.

2.0 Summary of Tenders

Two (2) Contractors submitted sealed tenders for Contract No. 2017-10E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, November 2, 2017. The tenders were publicly opened at 3:15 p.m. on the same day by Deputy CAO/City Clerk Malcolm White in the presence of City and Consultant staff as well as a representative of one of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required $5,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of a certified cheque and bid bond, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Prices, including HST, in ascending order of bid price:

1.	Cecchetto and Sons Ltd.	-	$102,663.89
2.	S&T Electrical Contractors Limited	-	$105,346.51

The Total Tender Value for each tender includes a contingency allowance of $5,000.

The Engineer's tender estimate for this Contract was $84,750.00 (incl. HST) which was compiled based on pricing from previous work. A Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

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

1. Both tenders were properly signed, sealed and executed.

2. The tender breakdowns were checked for mathematical errors. None were found.

3. The Instructions to Bidders indicated that all tenders were to include a $5,000 tender deposit in the form of a certified cheque. The tender submitted by Cecchetto and Sons Ltd. complied with this requirement while the tender submitted by S&T Electrical Contractors Limited included a $5,000 bid bond. Clause 1.8 – Disqualification of Bid of Section 00100 – Instructions to Bidders states that tender may not be considered if the required bid security in the form specified does not accompany the tender.

4. The tender document called for submission of Appendix 'B' to 'D' which outline the tenderers' list of proposed subcontractors and suppliers, alternative prices, and breakdown of total tender price. Both tenderers filled in the appropriate appendices.

5. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to both tenders submitted.

6. Both tenderers were required to acknowledge any Addenda received during the tender period. Both tenderers confirmed no Addenda were issued.

7. Section 00300 – Form of Bid required the tenderers to provide the contract duration based on their estimate of the delivery timing for the PLC panel and time required on site to complete the work. The tenderers stipulated construction durations of 14 and 18 weeks with the low tenderer based on the 14 week timeframe.

3.0 Low Bidder Experience

The low tenderer, Cecchetto and Sons Ltd., is a well-known Contractor from Sudbury, Ontario who has completed numerous City contracts in the past including various upgrades at the City's sewage pumping stations.

Appendix "B" – List of Subcontractors and Suppliers submitted by Cecchetto and Sons Ltd. indicated that the supply and installation of the PLC panel will be carried out by Nor-Tech who have also completed similar work for the City on the past projects.

4.0 Tender Estimate

The low tender amount of $102,663.89 (incl. HST) is higher than the Engineer's tender estimate by $17,913.89 (incl. HST) or approximately 21%. The low tender amount of $90,853.00 (excl. HST) plus the net taxes payable by the City is higher than a previous budget estimate of $76,320.00 (incl. net taxes).

5.0 Conclusions

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

1. Although, the low tender is higher than the Engineer's estimate, the City should select a Contractor to complete the Drake Street Pumping Station PLC Upgrades project as we do not expect retendering will result in a lower cost;

2. The required by-law should be drafted and passed by Council to facilitate execution of the attached CCDC2 Agreement (Note: the low bidder has been included in the attached agreement at this time); and

3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

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

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm
Encl.

The Corporation of the
City of Sault Ste. Marie

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

November 20, 2017

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

AUTHOR: **Rick Borean, Supervisor of Community Services**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Marina Dock Donation**

PURPOSE

The purpose of this report is to request approval from council for donation of the decommissioned docks “B” and “E” which are being removed from Bellevue Marina as part of capital dock rebuild approved for 2017, to The Batchewana Bay Safe Harbour Association.

BACKGROUND

On learning of the replacement of docks at Bellevue Marina, in August of 2017, PWES received a written request via email from David Steele, president of the Batchewana Bay Safe Harbours Association (BBSHA) to inquire about acquiring by donation, the old docks for use at the Gitchee Gumee marina in Haviland Bay. The request for donation of the decommissioned docks was sent to CD&ES for further inquiry

The BBSHA, which began in 2007, and has become more active after learning that closure was being thought of has been working to maintain and provide a safe harbour for seasonal boaters and also an emergency spot for transients traversing into Lake Superior, both to and from the St. Mary’s River waterway. This marina also benefits Roberta Bondar Marina Transient boaters as some frequent the marina before proceeding further into Lake Superior.

ANALYSIS

In consultation with David, the association has assured CD&ES that they have prepared the all required forces to fully load/transport, repair and reconfigure the decommissioned docks at their expense to meet their needs. A donation agreement which will be required, has been produced by our Legal Department team outlining the discussed terms and conditions of the donation. The Agreement assigns the BBSHA sole responsibility for the collection, transportation, etc. of the docks and stipulates that the BBSHA shall receive the docks in an “as is” condition. The Agreement includes relevant liability provisions

to protect the City in the event of damage or injury during the transfer of the docks.

The docks in their current state have reached their safe useful life for our purposes and repairs aside from regular decking are no longer possible. As a 2017 capital project, the replacement of the docks at Bellevue Marina is in progress. The old docks once removed from the marina basin, will be stacked in Bellevue Marina Parking lot, by the dock contractor.

This donation of the docks will continue our environmental awareness as it will avoid the need to dispose of in our landfill taking into consideration that much of the dock timber is old pressure treated lumber. In addition to the financial savings of disposal potential environmental concerns, this donation will also allow us to also be a good neighbour on the waterways as it will help another marina to continue providing service to many boaters some of which we see in our own municipal marinas throughout the season.

Discussions have taken place with DCAO of PW&ES, CD&ES along with the CAO Horsman and it is agreed that this is an suitable opportunity to divest the municipality of the old docks and alleviating the disposal or potential storing for future sale which is not recommended due to the age of the docks, and the state of disrepair, very few dollars would be recuperated.

FINANCIAL IMPLICATIONS
The donation of the docks allows for project savings through the alleviation of disposal and transportation fees.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not included in the Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

“Resolved that the report of the Supervisor of Community Services dated 2017 11 20 concerning the Dock Donation be received as information and that the staff recommendation to proceed with the donation and legal agreement be approved.”

Respectfully submitted,



Rick Borean
Supervisor of Community Services
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The Corporation of the
City of Sault Ste. Marie

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

November 20, 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: **Seniors Community Grant Program Application**

PURPOSE

The purpose of this report is to request Council's approval to apply for a grant announced by the Ministry of Seniors Affairs – Seniors Community Grant Program.

BACKGROUND

The Ministry of Senior Affairs (MSA) Action Plan for Seniors is committed to promoting the development of Age-Friendly communities and programs that acknowledge the contribution of seniors and keeps seniors active, healthy, independent and engaged.

Ontario's Seniors Community Grant (SCG) Program was established in 2013 solely dedicated to helping seniors in a way that will encourage greater social inclusion, learning, volunteerism, and community engagement. This could include courses for seniors on financial and computer literacy, community events and physical and learning activities such as exercise and cooking classes.

The MSA is now making up to $100,000 available to incorporated organizations to plan, implement or evaluate projects that build and sustain local, provincial and regional capacity for healthy aging. The program requires a 20% contribution which can be a combination of cash from applicant organization and/or in-kind contributions from the applicant or other sources.

ANALYSIS

The Sault's median age is 45.7 and 28% of Sault residents are 65 years of age or older. The Seniors Community Grant Program will allow Seniors Services to expand and develop new programming to meet the needs of older adults in our community. The grant would provide funding to assist with staffing to develop

new programs, purchase equipment, improve and train new volunteers and partner with organizations and agencies.

FINANCIAL IMPLICATIONS
The Seniors Community Grant Program will provide up to $100,000 in funding. The City's in-kind contribution is estimated at $30,000 and would be comprised of existing City staff providing supervision and use of City facilities to deliver new programs. There will be no incremental costs to the operating budget.

STRATEGIC PLAN / POLICY IMPACT
This project is not specifically identified in the Corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2017 11 20 concerning the Seniors Community Grant Program Application be received and the recommendation that staff be authorized to apply to Ministry of Seniors Affairs – Seniors Community Grant Program be approved.

Respectfully submitted,



Virginia McLeod
Manager Recreation & Culture
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The Corporation of the
City of Sault Ste. Marie

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

November 20, 2017

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

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

DEPARTMENT: **CAO Office**

RE: **Utility Distribution Microgrid**

PURPOSE

The purpose of this report is to provide information on the socio-economic and development benefits of the Utility Distribution Microgrid (UDM) project to be called 'The Sault Microgrid' (TSM), and currently being reviewed by the Sault Ste. Marie Public Utilities Commission (PUC).

BACKGROUND

On September 25, 2017, City Council passed the following resolution:

> Whereas PUC has been working on a Utility Distribution Microgrid (UDM) project for three years and the project will require the approval and support of City Council to proceed if approved by the PUC Board of Directors;
>
> Whereas the UDM project is a large project and City Council should have thorough information at its disposal to assess whether or not it will ultimately support the UDM project;
>
> Whereas the PUC executive will present the technical aspects and costs of the UDM project to City Council including the risks and benefits from the PUC perspective;
>
> Whereas the UDM project may have broader social, economic or developmental benefits and City Council should have an assessment of those prior to making its decision;
>
> Now therefore, City Council directs the CAO to ensure that City Council receives a report from the City, with input from the SSMEDC and the SSMIC outlining whether or not there are any broader socio-economic or development benefits (or risks) of the UDM project.

As noted in the Council resolution, this report examines the potential socio-economic impacts of the UDM project only. It does not investigate the technical or financial components of this project. This latter work is being undertaken by PUC staff and the project is still to be presented to the PUC Board for review and final decision.

Smart Grid and Microgrid Background

According to the International Energy Agency (IEA), a smart grid is defined as an electricity network system that uses digital technology to monitor and manage the transport of electricity from all generation sources to meet the varying electricity demands of end users. Such grids are able to coordinate the needs and capabilities of all generators, grid operators, end-users and electricity market stakeholders in such a way that they can optimize asset utilization and operation and, in the process, minimize both costs and environmental impacts while maintaining system reliability, resilience and stability.

A microgrid is a small energy system consisting of a group of connected power sources and loads within a defined boundary. Microgrids are fully interconnected with a local utility grid, but can also provide service on their own if there is an outage or disturbance on the larger grid to which they are connected. They can be of various sizes, from nano-grids that serve a single building, to community-scale microgrids.

Microgrids are made possible by the emergence of distributed generation, in which new energy sources such as wind and solar can be built much closer to the consumers. This in turn reduces the need for costly long-distance transmission of power from large generation plants to distant users via the grid. Longer term, it is possible that the grid could evolve into a series of adjoining microgrids. The spread of distributed generation and the rise of microgrids will be shaped by two factors: the expansion of the Internet of Things (IoT) and the growing influence of big data. These factors drive growth in enabling technologies such as sensors, control systems, software and analytics.

The International Energy Agency (IEA) broadly recognizes a number of benefits of smart grids, namely they:

- Enable informed choices about consumption by customers; (Economic)
- Accommodate all generation and storage options; (Economic)
- Stimulate new products, services and markets; (Economic)
- Optimize asset utilization and operating efficiency; (Economic)
- Provide the power quality required for a range of identified needs; (Social and Economic)
- Provide resiliency to disturbances, attacks and natural disasters; (Social), and

- Catalyze sustainable energy infrastructures for cities, regions and countries (Social and Economic).

Global Market

Countries, regions and utilities the world over are embracing smart grid technologies. According to one recent report (Smart Grid Market by Solution – Global Forecast to 2021) the smart grid market is estimated to grow from US $19.8 billion in 2016 to US $65.4 billion by 2021, at a compound annual growth rate of 27%.The rising technology adoption will be driven by mandatory regulations and policies to reduce carbon emissions and the need to ensure grid reliability on a global scale at the same time. Additionally, today's utility grid needs to be upgraded because in most cases infrastructure is aging, inadequate, and is outdated in many respects. Investment is needed to improve its material condition, ensure adequate capacity exists, and enable it to address future power supply challenges.

Canadian Context

One of the major development drivers of the electricity system in Canada has been the need for more efficient networks and better resource use as systems become more flexible and adaptable to the energy supply. Policy drivers for smart grid development in Canada vary regionally. In Ontario, they have focused on the integration of renewable energy, grid reliability and resiliency, system efficiency, managing aging infrastructure and enabling customer participation.

Of the C$350 billion required in electricity infrastructure investment over the next two decades as estimated by the Conference Board of Canada, the Canadian Electricity Association expects that 20% of that would be in distribution infrastructure, and about 13% in transmission infrastructure. Most smart grid technology would fall into the distribution infrastructure category, with some considered as transmission infrastructure. This makes the investment opportunity to apply smart grid technologies in the order of C$70 billion. Spread over two decades this could represent approximately C$3.5 billion annually.

Canada provides an excellent Research and Development (R & D) and test bed environment for smart grid technologies. Ontario presents many competitive advantages supporting this business area: very strong ICT and energy sectors; Ontario is a leading player in software development, Internet of Things (IoT) and Artificial Intelligence; the existence of well-developed advanced metering infrastructure with over four million meters already installed and a highly skilled workforce in several subdomains.

The Sault Microgrid

Infrastructure Energy (IE) is a California-based development and finance platform company creating community-scale microgrid projects comprised of integrated

renewable energy, smart grid and communications networks that span entire communities. IE's focus is on the establishment of regional smart grid and renewable energy clusters in Ontario, and other leading energy markets in North America.

The Sault Microgrid project will be a ‘first-in-North-America’, community-scale Microgrid. The project would establish Sault Ste. Marie as a 'proof-of-concept' smart city that could be used as a model for other communities in Ontario, and the rest of North America. The project would expand Sault Ste. Marie's already strong regional role as an economic and service hub for renewable energy investment, education and services.

The International Institute for Sustainable Development (IISD) released a white paper titled “Cities and Smart Grids Canada” in September 2017 and highlighted the smart grid opportunity in Canada. Below is a quote taken from page 20 of that paper:

> *"The business case for smart grid technologies is already present and is steadily improving as technologies mature. Fundamentally, smart grids can reduce the cost of electricity production, consumption and distribution by identifying and reducing wasteful consumption; matching demand and supply to reduce the costs of dealing with short term peaks; operating electricity networks to minimize transmission and distribution losses; and pooling demand to match availability of resources and operate generators closer to their maximum efficiencies. In addition, they can provide information back to consumers, which can result in behavioural changes that reduce energy costs."*
>
> *"Finally, Canadian leadership on smart grids can unlock demand for smart grid technologies and provide export opportunities for Canadian technology innovators. It can create domestic opportunities through asset investments that translate into skilled labour jobs. It can also help to reduce energy costs over the longer term and/ or provide a new source of income, which increases free capital that can be invested in other sectors of the economy."*

<u>Key Activities for Sault Ste. Marie</u>
The key activities to be undertaken as part of The Sault Microgrid project as proposed by IE would include the following components:

1. The Sault Microgrid Inc.: Consists of a dedicated company for financing and construction of a series of smart energy systems, establishing a smart cities platform in the community. The systems include an integrated communications network that leverage legacy networks, advanced metering infrastructure (AMI), distribution automation (DA), and

voltage/VAR optimization and management (VVO/VVM). These investments will be made under the auspices of a long-term project agreement (PA), a first in Ontario, with primary project funds provided by a joint venture infrastructure investment platform between IE and Stonepeak Infrastructure Partners (SPIP).

2. Centre of Energy Excellence for Northern Environments (CENEX_North): Should the project proceed, IE has indicated they will establish a corporate presence in Northern Ontario, to be headquartered Sault. Ste. Marie. Through a separate real estate development project, IE and partner companies will be anchor tenants in a ~23,000 sq ft local facility.

3. Energy Services Company - There is an opportunity to establish an energy services company that would be able to provide services that are enabled/supported by the Sault Microgrid. While such a company could be started independent of the Sault Microgrid, it is felt the project would provide additional capability and services for such a company to develop.

Current Status of Project

- Infrastructure Energy has been working with the PUC for the past three years on this opportunity;
- Application to NOHFC under the New Investment Project for $2.5M has passed through Phase I, and is now in Phase II awaiting final NOHFC Board Approval;
- Project Concept Questionnaire (PCQ) has been submitted to NRCan with regards to the Smart Grid Deployment and Demonstration Fund. The RFP submittal window is anticipated to open in early November 2017 with a submission deadline 30 days later, near the end of November 2017; the request to NRCan will be for contribution of $9.2M.
- IE is proposing to invest $38.6M into The Sault Microgrid.

ANALYSIS

Project Outcome and Benefits for Sault Ste. Marie and Area

From a high level, the smart grid project is expected to provide benefits to Sault Ste. Marie in the following areas:

- Reduced duration and frequency of power outages
- Improved power quality and reduced line losses
- Improved operating efficiencies for the PUC reducing their operations, maintenance and capital costs -- keeping downward pressure on electricity prices for all consumers
- Enhanced cyber-security, customer safety, and

- Expanded and diversified economic growth.

The Sault Microgrid will also allow clean and distributed forms of power generation, energy and thermal storage systems, and electric vehicles to be integrated into the newly upgraded distribution grid by residential, commercial and industrial customers -- thus creating a grid that is ready for the future along with meeting new and growing demand for reliable and high-quality 'premium' power.

The Sault Ste. Marie economy will also be substantially more resilient in the face of severe weather events, providing for critical services even during prolonged outages of the macrogrid in other parts of Ontario and Michigan.

From socio-economic perspective, benefits that have been identified for Sault Ste. Marie include:

- Direct Project Benefits
    - The Sault Microgrid - The technology purchased for TSM project will be sourced from established firms. The technology installation will be handled by a global firm with UDM experience however it is anticipated that portions of the project installation will be sourced with local firms. This is estimated to be approximately $9M. Jobs generated from this project will include professional engineers, licensed electricians, procurement, construction and installation, finance, and operations and maintenance employees.
    - CENEX_North – The construction of a 20-30,000 sq. ft. facility will create up to 45 direct jobs with an investment of approximately $5.0MM to $10.00MM. For every $110,000 in cost is one full- time equivalent during the construction phase. IE envisions that this facility will act as a hub for development of smart grid/renewable energy/smart cities projects, with an eye toward expansion of operations across the region. It is proposed that this facility serve as a Northern hub for energy research, innovation and investment in commercial deployment. Jobs generated from this entity will include construction, real estate operation, business development and finance and network administration.
    - Improved reliability and power quality – The installation of TSM in Sault Ste. Marie will result in improvement in power reliability, reduced GHG emissions, climate resilience and power quality. This impacts businesses currently operating in Sault Ste. Marie and could also influence decisions of prospective companies looking to

establish operations in Sault Ste. Marie. Estimated economic value of reduced frequency and duration of outages is $31.8MM, analyzed by Leidos and confirmed by Navigant Consulting.

- Table 1 – Direct Project Benefits Summary

Item	**Benefit**
Sault Microgrid	• $36.6M total project cost • $9M dollars estimated for local sub-contracted work
CENEX	• $5-10M construction of new building • 45 direct jobs and 74 indirect jobs* • Approximately $250,000 annual tax revenue**
Total	• 45 direct jobs; 74 indirect jobs • $41.6M-$46.6M project costs (Sault Microgrid and CENEX_North) • Approximately $250,000 annual tax assessment increase

* The factors are based on NAICS 2211: Electric power generation, transmission and distribution industry sector.
** Assuming an $8M value for a commercial building located in the downtown. Should a Community Improvement Program that decreases tax assessment be implemented in the future, this would reduce this amount.

- Capacity Building
  - Position SSM as a leading ‘Smart City’ – there is an abundance of research papers, conferences and funding programs that point to utility-led smart grid initiatives as the key driver to global leadership in this growing sector.
  - Collaboration with colleges/universities – a direct opportunity for collaboration with Sault College and Algoma University on a cutting edge project with opportunities for student learning and advancement. Further with a project of this scope that are opportunities to collaborate with energy research leaders across Canada and globally.

- IE has indicated that CENEX_North will provide K-12, college and university students with cooperative educational opportunities, and direct work experience with companies doing leading smart grid research, development and deployment.
- R&D Opportunities – with an advanced UDM installation, there are a number of opportunities for SSM to be a location for advanced research and development in a number of areas including:
  - Vehicle to grid integration – there are future possibilities to use automotive electric vehicle batteries as a storage function for over supply of electricity and for them to feed electricity into the grid
  - Advanced metering infrastructure (AMI) – application development for smart meters
  - Distributed energy resources (DERs) – demand response, energy storage
  - Customer-side systems – home energy management systems, building energy management systems, electric transportation, control-centre systems, distribution automation, substation automation, asset management
  - Machine learning – this is utilizing the power of the cloud and big data, with the ability to predict energy consumption, reduce outages and improve grid security
  - Plug and play (PnP) – PnP technologies for the smart grid can enable and incentivize consumers to give back, e.g. redistribute energy generated by the consumer via personal means (solar cells, microwind turbines etc.) through the smart grid to other consumers in need
  - The Self-Healing Grid – a system comprised of sensors, automated controls and advanced software that utilizes real-time distribution data to detect and isolate faults and to reconfigure the distribution network to minimize the customers impacted.
  - Total automation – the future goal will be to automate the grid – from power generation to service distribution and service management
  - Block chain for trans active layers on microgrids
  - Cross-cutting technologies – ICT, security and privacy

- Indirect Economic Benefits

- Energy Services Company – Preliminary analysis indicated that such a company could grow to up to 60 jobs at its expected peak with 99 indirect/induced jobs. The service offerings of such a company would include such items as premium power, energy efficiency and nested Microgrid services. The markets for this expertise could expand from Sault Ste. Marie to other regions of Northern Ontario and Upper Peninsula Michigan. Jobs generated from this firm include professional engineers, licensed electricians, procurement, construction and installation, business development and finance, operations and maintenance, and sales and customer service employees.
- Attraction of new industries – SSM would have the ability to market this as a differentiator in attracting companies requiring high levels of power reliability and quality (such as data centres)
- Alignment with government funding – there have been a number of funding programs announced by Federal and Provincial governments to support this area which is a current and future benefit.
- Alignment with government policy - There is close alignment with Growth Plan for Northern Ontario, Ontario's Five Year Climate Change Action Plan (2016-2020), the Ministry of Energy's Long-Term Energy Plan (LTEP), Sault Ste. Marie Smart Energy Strategy, as well as a number of other provincial and federal legislative and regulatory initiatives.
- Corporate goodwill – IE has demonstrated support for tourism industry of SSM through title sponsorship of Grist at the Mill and The Frozen Few and has indicated an interest to continue such events.

FINANCIAL IMPLICATIONS

The purpose of this report is to provide an overview of the socio-economic benefits of The Sault Microgrid project. Many direct/indirect benefits have been outlined above. As the project requires final approval from the PUC Board, these benefits are speculative and there are no financial implications at this point.

STRATEGIC PLAN / POLICY IMPACT

The Sault Microgrid is supportive of the City of Sault Ste. Marie's Corporate Strategic Plan on the following fronts:

- Infrastructure - Planning for new infrastructure to replace deteriorating assets and create new public spaces will support competitiveness on a

global scale. New infrastructure is essential to the City's growth, economic development, citizen safety and quality of life

- Community Development and Partnerships
  - Develop Partnerships with Key Stakeholders - Continued revitalization of public spaces creates opportunities for economic growth, diversity and social interaction. A truly dynamic community demonstrates vibrant social activity. We are committed to ongoing communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.
  - Maximize Economic Development and Investment - We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.

RECOMMENDATION

Resolved that the report dated 2017 11 20 concerning The Sault Microgrid project be received as information.

Respectfully submitted,



Al Horsman
Chief Administrative Officer
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
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Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2017-219, SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

2017 11 20

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement	
On:	Simpson Street	
From:	Wellington Street East	
To:	Queen Street East	
Estimated Cost of Work:	$2,572,000.00	
Estimated Assessable Abutting Frontage:	729.7m	Sanitary Sewer
	685.7m	Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	$31,574.05	Sanitary Sewer
	$61,127.98	Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	$2,479,297.97	
Special Rate per Metre Frontage:	$30.50	Sanitary Sewer
	$79.50	Class "A" Pavement
Special Rate per Private Drain Connection:	$304.00	
Estimated Interest Rate Term:	3.70%	
	10 years	
Estimated Annual Rate per Metre Frontage:	$3.70	Sanitary Sewer
	$9.66	Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	$36.92	
Estimated Lifetime of the Work:	20 years	

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A" **BY-LAW 2017-219**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-5-01	Simpson	Wellington Street East	Queen Street East	480m	250mm	39	729.7m	$31,574.05

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B" **BY-LAW 2017-219**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-7-01	Simpson	Wellington Street East	Queen Street East	480m	10m	n/a	685.7m	$61,127.98

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2017-220, SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

2017 11 20

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement	
On:	Bruce Street	
From:	Queen Street East	
To:	Wellington Street East	
Estimated Cost of Work:	$2,591,000.00	
Estimated Assessable Abutting Frontage:	262.4m	Sanitary Sewer
	190.2m	Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	$14,082.05	Sanitary Sewer
	$15,123.22	Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	$2,561,794.73	
Special Rate per Metre Frontage:	$30.50	Sanitary Sewer
	$79.50	Class "A" Pavement
Special Rate per Private Drain Connection:	$304.00	
Estimated Interest Rate Term:	3.70%	
	10 years	
Estimated Annual Rate per Metre Frontage:	$3.70	Sanitary Sewer
	$9.66	Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	$36.92	
Estimated Lifetime of the Work:	20 years	

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A" **BY-LAW 2017-220**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-5-02	Bruce	Queen St. East	Wellington St. East	280m	600mm	24	262.4m	$14,082.05

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B" **BY-LAW 2017-220**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-7-02	Bruce	Queen St. East	Wellington Street East	280m	14m	n/a	190.2m	$15,123.22

The Corporation of the
City of Sault Ste. Marie

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

November 20, 2017

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

AUTHOR: **Donald B. McConnell MCIP RPP, Director of Planning and Enterprise Services**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Downtown Strategy Update**

PURPOSE

The purpose of this report is to provide an update on the City's Downtown Strategy and summarize recommended actions moving forward.

BACKGROUND

On November 21, 2016 City Council approved a Downtown Strategy, authorized preparation of a Community Improvement Plan and the exploration of funding opportunities with NOHFC and FedNor.

The strategy was prepared based on extensive community engagement which included an online survey completed by approximately 1300 people; pop-up engagement booths at the Downtown Street Party, Station Mall and Mill Market; three open house events as well as the Mayor’s Downtown Forum and various social media opportunities.

The resultant strategy was a comprehensive action plan that contained 46 recommendations including:

- Provide grants and tax rebate programs to encourage private sector investment.
- Complete various studies to evaluate potential future actions including the feasibility of converting the existing one-way traffic system to two-way.
- Undertake various improvements to the public realm to develop a distinctive identity by replacing the Queen Street ash trees, installing street furniture and improving connections between Queen Street and the waterfront.
- Adopt a larger role in downtown event planning
- Establish a Downtown Task Force.

The Downtown Strategy identified projects estimated at $16,815,000 including the Bay Street and Queen Street resurfacing projects, the extension of the Hub Trail to James Street and development of a park on the easterly portion of the Gateway property.

A total of $2,550,000 was identified for other projects including façade, building and second-floor conversion grants, the development of a signage and wayfinding strategy, a neighbourhood infrastructure program, and the hiring a downtown events coordinator. The municipal portion of this cost was estimated at $600,000 with the remaining funds to come from FedNor and NOHFC grants.

No specific funding for the downtown program was approved as part of the 2017 budget deliberations. Instead, City Council directed staff to identify an alternative source of municipal funding that would be used to access additional funding from both FedNor and NOHFC.

On April 24 2017, City Council approved a report authorizing funding for the downtown program to be taken from the Property Purchase Reserve Fund. Proceeds from the sale of the Maycourt Daycare, Jesse Irving Daycare and Steelton Seniors Centre buildings will be used to replenish this reserve fund.

A subsequent funding application to FedNor was unsuccessful. FedNor funding is no longer anticipated as a result of changes to their funding programs which place an emphasis on innovation and technology. This funding was to be used for various streetscape improvements and to hire a downtown events coordinator.

NOHFC has been very supportive and funding approval is likely. However the City's NOHFC application will need to be resubmitted as a result of the loss of FedNor funding.

ANALYSIS

A vibrant downtown includes the following major components:

- A strong commercial base with restaurant, retail, office and institutional uses at least some of which are open during the evening hours.
- A strong residential base with higher density developments such as apartments and condominiums.
- Cultural attractions such as art galleries and museums.
- Attractions focused on evening entertainment such as theatres, sports venues and casinos.
- Significant gathering spaces with regularly programmed events.
- Attractive public spaces including public art and well-designed street amenities such as planters, trees and benches.
- A strong positive image including good wayfinding signage.

Taken together, the following sections on Downtown Activity 2016 - 2017, 2018 Capital Budget and Additional Recommended Actions will greatly assist with creating a vibrant downtown.

Downtown Activity 2016 - 2017

On May 29, 2017 City Council approved the 2017 Downtown Community Improvement Plan. This plan included a tax increment grant designed to encourage major new development by providing a rebate to partially offset the increase in municipal taxes on a reducing scale over a four year period. This component of the plan is now in effect.

The 2017 Downtown Community Improvement Plan also included a grant program designed to improve façades, activate vacant building spaces, convert second-floor vacant space to residential and encourage patios on private property. These programs are not yet in effect as implementation is contingent upon receiving NOHFC funding.

On June 12, 2017 City Council approved a revised vacant commercial unit rebate policy which focused more strongly on the downtown and allowed for charitable or other uses which do not pay rent to not be considered as a break in the three consecutive months vacancy requirement. This policy is intended to encourage new start-up businesses, temporary uses and window displays.

On July 17, 2017 City Council approved retaining IBI Group to conduct a downtown traffic study to determine which, if any streets should be converted from one-way to two-way traffic. The basis of the study includes both traffic and downtown development criteria. This study is well underway and will be completed early in the new year.

In 2015–16 a total of 31 grant applications were approved for building repairs and improvements bringing the total number of downtown properties benefiting from grants to over 100 since the program first began.

Last year the City completed the redevelopment of Gore Street including significant streetscaping and the removal of several derelict buildings.

The City also introduced a streamlined approval process for sidewalk patios.

The total value of building permits issued for downtown properties in 2016 and 2017 remains strong and exceeds $13.2 million. These projects include:

- Redevelopment of the former PUC building into medical offices
- Redevelopment of the former Diplomat Motel into apartments
- Redevelopment of the former Downtown Motel into apartments
- A major addition to Precious Blood Cathedral

In addition, a number of new businesses opened in the downtown including Elliott's Ice Cream, Tamar's Trends, Hair, Bath and Body Company, Ace Studios, Rasoi Indian Kitchen, StreetCity Realty, Minerva Vintage, Soo Blaster, Vintage Games and Junque, the Skelton Key Bookstore, etc.

2018 Capital Budget

The following developments are included in the recommended 2018 Capital Budget:

1. Bay Street Resurfacing – The previously approved Bay Street EA recommended reducing the number of traffic lanes to three. This report also proposed extending the Hub Trail along the south side of Bay Street from the library to Gore Street. Recently, City Council authorized a one-way versus two-way study of traffic flow in the downtown which may have a significant impact on this project. Bay Street is considered a priority for resurfacing and if the work cannot be undertaken in 2018 it will be done in 2019. The recommended 2018 Capital Budget includes funding for the multiuse trail and landscaping. Staff is currently pursuing the possibility of obtaining a grant from the Federation of Canadian Municipalities to offset some of these costs.

2. Bruce Street Reconstruction – The reconstruction of Bruce Street from Queen Street to Wellington Street including the replacement of underground services is also recommended in the 2018 Capital Budget. The budget includes an allowance for streetscape improvements that will be similar to but not as extensive as the recently completed Gore Street reconstruction.

Additional Recommended Actions

In addition to the proposed 2018 Capital Works Program, the following actions are also recommended during 2018:

3. Establish a Downtown Task Force – The creation of a task force that would examine issues and set priorities for the downtown as a whole was recommended as part of the Downtown Strategy approved by City Council last year. Given the emphasis placed on downtown revitalization as an overarching goal of the Community Adjustment Committee, it would be more appropriate to establish a subcommittee of the Community Development Roundtable to better represent downtown development within the broader community development framework.

4. Replace Queen Street Ash Trees – The trees along Queen Street between East Street and Dennis Street were planted in 1982 and now must be removed due to Emerald Ash Borer infestation. The Queen Street blocks between Pim and East Streets, and Dennis and Gore Streets

include trees of several different species. Some of these trees can be retained while others will also need to be replaced in the near future. Public Works will continue to remove infected trees which are structurally weakened and likely to break up in high winds.

Staff is recommending that a conceptual design be completed in 2018 for each block between Pim Street and Bruce Street. This would involve consultation with the abutting property owners, businesses and the general public to ensure that the recommended design is both functional and meets community needs. This will enable the City to move forward with tree replacement and street furnishings in future years as budget permits.

5. Investigate Suncor Property Acquisition – It has been suggested that the City may be able to acquire this property at no cost. The City has already done some preliminary work and will continue to work on the possibility of acquiring this property without exposing the city to unnecessary environmental site remediation risks.

6. Fund a Downtown Events Coordinator – City staff and the Downtown BIA had preliminary discussions on the possibility of jointly funding a downtown events coordinator. This person would be responsible for working with both existing event organizers and organizing new events on a regularly scheduled basis throughout the year. Funding from senior levels of government needs to be investigated further.

7. Construct the Huron Street Welcome Feature – This project is currently being redesigned on the basis of various local companies providing materials and services at or below cost. A further report on this project will be forthcoming in the next few weeks. It is anticipated that no additional funding will be required and this project will be completed in 2018.

8. Install Benches, Bicycle Racks and Planter Boxes – There is sufficient NOHFC funding remaining to allow for the installation of benches, bicycle racks and additional planter boxes at selected locations throughout the downtown in 2018. These locations will be determined as part of the consultation related to development of the conceptual plans described in #4 above.

9. Assist New Businesses – Both the Sault Ste. Marie Economic Development Corporation and Sault Ste. Marie Innovation Centre operate incubator facilities in the downtown. It is proposed that the City work with these agencies and the private sector to identify suitable space for businesses which have grown beyond the incubator stage. This will also assist with reducing the amount of vacant storefront space in the downtown.

10. Extend the Hub Trail to Huron Street – An off-road multiuse trail is proposed between the library and Gore Street as part of the Bay Street resurfacing project. The feasibility of extending this trail to Huron Street should be determined as this would improve connectivity to the Gateway site as well as the former St. Mary's Paper property.

11. Develop a new Signage and Wayfinding Strategy – This project would include signage to direct visitors to our downtown area as well as within the downtown itself. Funding for the planning and implementation of this project may be available from NOHFC.

12. Millennium Fountain – In 2000 a fountain was placed in the St. Mary's River in front of Clergue Park to celebrate the new millennium. This fountain was removed each fall and has required a number of costly repairs in recent years. City Council directed staff to consider a land-based replacement. This should be done in consultation with the art gallery, library, Downtown Association, Rotary Club, other user groups and the general public. A conceptual design and budget can be developed in 2018 with installation in 2019 subject to budget approval.

FINANCIAL IMPLICATIONS

As previously noted, City Council has approved $600,000 in funding for the downtown program. This funding was expected to secure an additional $975,000 each from FedNor and NOHFC. With the loss of the FedNor funding, it will be necessary to reallocate funding priorities. The proposed 2018 Capital Budget recommends that the Bay Street and Bruce Street streetscape improvement costs be included as part of next year's capital works budget. Staff will be making application to the Federation of Canadian Municipalities for up to $1 million in funding to assist with this cost.

A major component of the NOHFC funding was for the façade, building improvement and second floor conversion grants. This program should be continued as it has proven to be very successful and includes a significant amount of private sector investment.

It is recommended that an additional $150,000 be invested by the City to assist in maintaining the core components of this initiative. This would bring the City's total contribution to $750,000 and likely result in an additional $750,000 in NOHFC funding. This would allow the various grant programs to be funded and complete all of the additional recommended actions recommended in this report.

Staff will bring this request forward as part of the 2018 budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

The City's Corporate Strategic Plan identifies Vibrant Downtown Areas as a component of the Quality of Life focus. More recently, the Community Adjustment Committee identified Revitalizing the Downtown as one of the eight overarching goals. Implementation of the Downtown Strategy approved by City Council last year is consistent with both the Corporate Strategic Plan and Community Adjustment Committee recommendations.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning and Enterprise Services dated 2017 11 20 concerning Downtown Strategy Update be received and the recommendation for an additional $150,000 investment be referred to 2018 budget deliberations.

Respectfully submitted,



Donald B. McConnell MCIP RPP
Director of Planning and Enterprise Services
705.759.5375
d.mcconnell@cityssm.on.ca

Gore Street Reconstruction

Bruce Street Reconstruction

Sault Ste. Marie Housing Corporation Apartment Development

Cathedral Addition

Queen Street Apartments

Outspoken Brewing & Patio Development Policy

Streetscape Improvement Plan

New Medical Centre

Etienne Brule School Community Partnership Project

Bike Pump Track

City of Sault Ste. Marie 'Welcome Feature'

Queenstown Commons

Soo Blasters Family Entertainment

Potential Suncor Property Acquisition

Bay Street Reconstruction & Lane Reduction w/Off-Road Path

International Bridge Plaza Redevelopment

Machine Shop Redevelopment

Millennium Fountain Project Design

Canada
USA

St. Marys River

MAJOR COMPONENTS OF A VIBRANT DOWNTOWN

- *A strong commercial base with restaurant, retail, office and institutional uses at least some of which are open during the evening hours.*
- *A strong residential base with higher density developments such as apartments and condominiums.*
- *Cultural attractions such as art galleries and museums.*
- *Attractions focused on evening entertainment such as theatres, sports venues and casinos.*
- *Attractions focused on evening entertainment such as theatres, sports venues and casinos.*
- *Significant gathering spaces with regularly programed events.*
- *Attractive public spaces including public art and well-designed street amenities such as planters, trees and benches.*
- *A strong positive image including good wayfinding signage.*

DOWNTOWN PROGRESS MAP

2015/16/17, City of Sault Ste. Marie

Completed Project
Planned Projects
Parcel Fabric
DCIP Grants

City of Sault Ste. Marie
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 25 50 100 Meters

The Corporation of the
City of Sault Ste. Marie

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

November 20, 2017

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

AUTHOR: **Tom Vair, Deputy CAO Community Development & Enterprise Services**

Tim Gowans, Manager of Purchasing

DEPARTMENT: **Community Services Department**

RE: **RFP – City Wide Rodent Control Program Services**

PURPOSE

The purpose of this report is to respond to the Council direction regarding issuing a Request for Proposal seeking a residential rodent abatement program.

BACKGROUND

The following resolution was passed by Council on October 10, 2017

"Resolved that staff be directed to issue a Request for Proposal to seek a residential abatement program with the funds to be identified in the 2018 budget in addition to the $29,000 annual budget currently established for this program."

ANALYSIS

Proposals from three (3) proponents were received prior to the closing date:

Abell Pest Control, Barrie, ON
Orkin Canada, Sudbury, ON
Wright Pest Management, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from Community Development & Enterprise Services, and from Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Abell Pest Control of Barrie, ON.

Additional funds in the 2018 budget in the amount of $36,940 are required in order to maintain this service, resulting in a levy increase.

Staff has in the past and continues to recommend discontinuing the residential abatement program and to instead coordinate the services of the City's Building Division, Sault Ste. Marie Innovation Centre, and Algoma Public Health to continue the operation of the online program to educate citizens and assess and track "hotspots".

FINANCIAL IMPLICATIONS
An ongoing operating budget of $29,000.00 has been allocated by City Council for the provision of Rat Control Services.

Abell Pest Control has proposed a cost of $5,400.00 plus HST monthly (approximately $65,940.00 annually including the non-rebatable HST) to operate the City Wide Program on private properties for the first year. Subsequent years would allow for CPI based increases. Additional funding of $36,940 is required and requires Council direction.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Deputy CAO Community Development & Enterprise Services and the Manager of Purchasing dated 2017 11 20 be received as information.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca



Tom Vair
Deputy CAO, Community Development and Enterprise Services
705.759.5264
t.vair@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 20, 2017

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Sam Piraino, Manager of Transit & Parking**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Municipal Law Enforcement Officers**

PURPOSE
The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

BACKGROUND
By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS
Not applicable.

FINANCIAL IMPLICATIONS
There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT
This is an operational activity not articulated in the strategic plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

By-law 2017-209 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Sam Piraino
Manager of Transit and Parking
705.759.5434
s.piraino@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

November 20, 2017

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

AUTHOR: **Malcolm White, Deputy CAO / City Clerk – Corporate Services**

DEPARTMENT: **Corporate Services**

RE: **Procedure By-law Review Committee**

PURPOSE
The purpose of this report is to strike a Council committee to review the Procedure By-law and recommend revisions to Council for approval.

BACKGROUND
The procedure by-law is reviewed at least once during a term of Council, generally at mid-term. The review has been delayed until now to accommodate amendments to municipal legislation affecting council meeting procedure.

ANALYSIS
As Council is aware, there have been a number of legislative amendments (ie electronic participation in council meetings) that require enabling language in the procedure by-law. As well, there are a number of housecleaning type changes required to the by-law. It is anticipated that there will be two or three meeting of this committee prior to their recommendations being brought back to Council.

FINANCIAL IMPLICATIONS
There is no financial impact associated with this report.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO / City Clerk dated 2017 11 20 concerning Procedure By-law Review Committee be received and that _____ be appointed to the committee.

Respectfully submitted,



Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759-5391
m.white@cityssm.on.ca



2018 PRELIMINARY BUDGET
NOVEMBER 20, 2017

City of Sault Ste. Marie

2018 OPERATING BUDGET PROCESS

	DATE
EMPLOYEE COMPLEMENT CONFIRMED BY HUMAN RESOURCES. SALARY/BENEFIT BUDGET ESTABLISHED BY FINANCE.	JUNE, 2017
DEPARTMENT BUDGET FOR NON-SALARY ITEMS, REVENUES AND OPERATING INCREASE REQUESTS SUBMITTED	SEPTEMBER 1, 2017
FINANCE DEPARTMENT REVIEW AND ADJUSTMENTS / PREPARATION OF BUDGET DOCUMENTATION	COMPLETION OCTOBER, 2017
PRELIMINARY BUDGET PRESENTED TO COUNCIL	NOVEMBER 20, 2017

TAX LEVY (millions)



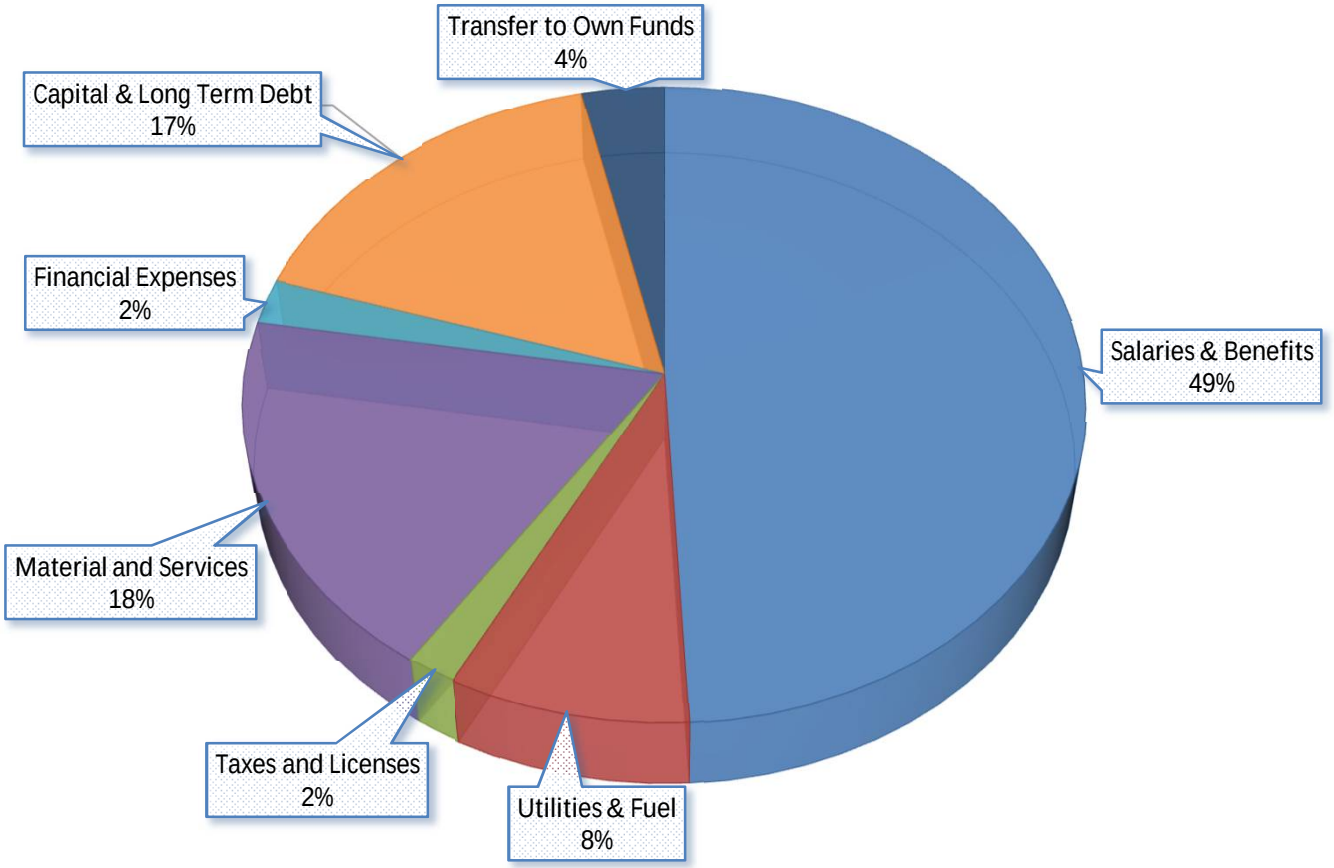
Preliminary 2018 Levy Increase

	Change 2017 to 2018	Tax Levy Impact
City Departments - Maintaining Services	2.5%	1.69%
Levy Boards and Outside Agencies	1.95%	0.41%
Ontario Municipal Partnership Grant Reduction	6.52%	0.92%
INCREASE BEFORE LEVY REDUCTION FROM PRIOR YEAR		3.02%

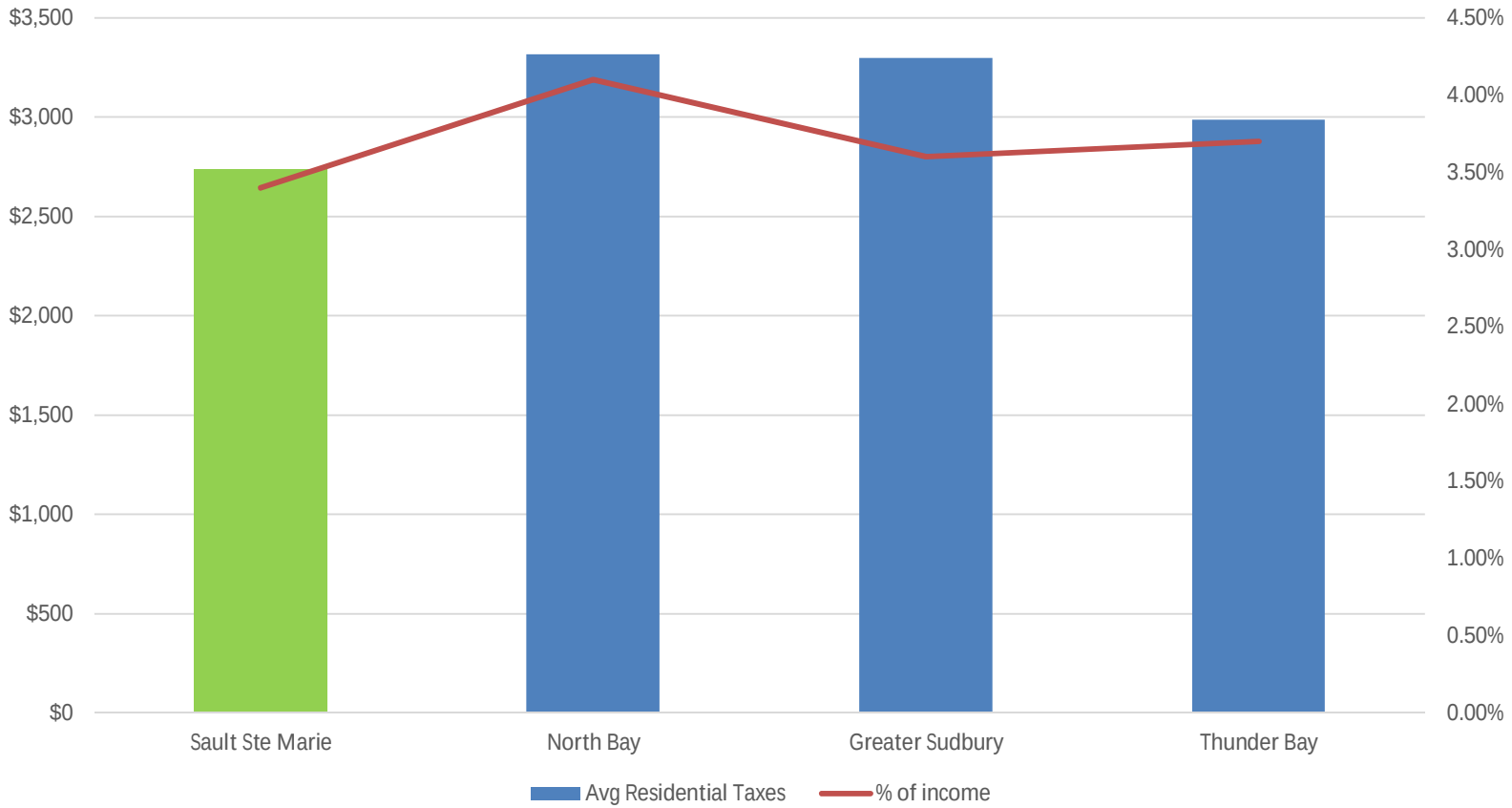
MAINTAINING SERVICES

Maintaining Services – Significant Changes from 2017	$(000)
2017	$73,335
Salary/Benefit contractual increases, excluding daycare closure	$1,745
Minimum wage increase	$248
Retiree benefits	$175
Daycare closure	$(403)
Miscellaneous construction 2017 budget reduction reinstated	$820
Decrease in assessment growth and change in Payment in Lieu	$460
One time contingencies in 2017 budget	$(2,135)
Decrease in fee based commercial tonnage at landfill	$374
Decrease in transit ridership	$209
Contractual increases, including capital from current annual reinstatement	$623
User fee increases	$(281)
2018	$75,170

MAINTAINING CITY SERVICES



MUNICIPAL TAX BURDEN



Source: BMA Management Consulting 2016 Municipal Study

NEXT STEPS

- Budget deliberation meetings
  - December 4 Capital Budget & Operating Budget
  - December 5 Operating Budget (continued)
    - Supplementary and service level increases to be reviewed by Council
- Preliminary 2018 Budget to be adjusted based upon Council recommendations approved during budget deliberations
- Tax Rates to be set March/April, 2018
  - Tax policy options to be presented February, 2018

City of Sault Ste. Marie

2018 Operating Budget Summary

Budget Process Overview

The operating budget process begins in May with updating of the approved employee complement along with salary and benefit calculations. Worksheets were provided to the departments in August. City departments were asked to provide their budgets based upon maintaining the 2017 service levels for operating expenses as well as updating the levels for revenue generating operations, if applicable. Service level enhancement requests are submitted and summarized without recommendation for Council review and approval during budget deliberations. Department submissions are used to produce the draft budget, which is then reviewed and adjusted by Finance as required for such items as contracted, legislated and regulatory changes, as well as Council resolutions. An analysis of trends is also done to ensure that budgets are at appropriate levels based on historical net expenditures and projected estimates. The results of the 2017 User Fee Study are incorporated into the recommendation to Council for the 2018 User Fee Bylaw

Budget input was once again gathered through various outlets. The online tool was made available, which allows the taxpayer to indicate the areas where they would like to see their tax dollars utilized. Taxpayers are also able to provide input by email at budgetinput@cityssm.on.ca. Two budget input sessions were scheduled:

- September 13, 2017 at the Northern Community Centre
- September 14, 2017 at the Russ Ramsay Room, Level 3.

Representatives from the Chamber of Commerce attended both sessions as observers. One employee attended the first session.

Input received through other venues were summarized and presented to the Finance Committee. The Committee reviewed the suggestions and provided a recommendation to Council on November 6, 2017 for follow up reports from staff .

The 2018 budget deliberation meeting will include presentations by the Executive Management team. Levy Boards have been estimated if not received based upon a Consumer Price Index increase of 1.75% over 2017 actual levies. Outside agency grants are reflected at the approved 2017 levels, with any requested increases reflected on the Supplementary Request Summary for Council review and approval. User fees are reflected based upon the 2018 By-law recommended for Council approval.

The Ontario Municipal Partnership Fund grant is estimated to decrease $1 million based upon the funding formula and staff assumptions. Notification of the 2018 grant is expected in November, at which time the final budget will be updated prior to deliberations in December. Supplementary Requests are summarized and included in the Preliminary Budget package for Council's review and deliberation. They are not reflected in the Preliminary Budget.

Next Steps

Once the Preliminary budget is presented, the budget deliberation process will begin. The results of the deliberations will then be incorporated into the Final Budget 2018. Budget deliberations are scheduled for December 5, 2017. Tax rates will be established in early 2018 once the final assessment values are known. Tax Policy options will be presented to Council prior to the tax rates being approved.

Executive Summary

The City of Sault Ste. Marie provides a vast array of municipal services to approximately 75,000 citizens and 34,590 households based on the latest census data. These services are overseen by the various departments of the City and range from recreational services to construction and maintenance of the City's roadways. The Preliminary 2018 Budget as presented represents maintaining these services at the same level as the previous year.

The property tax levy is the difference between the City's total expenses required to provide municipal services and non-tax revenues, such as user fees and government grants.

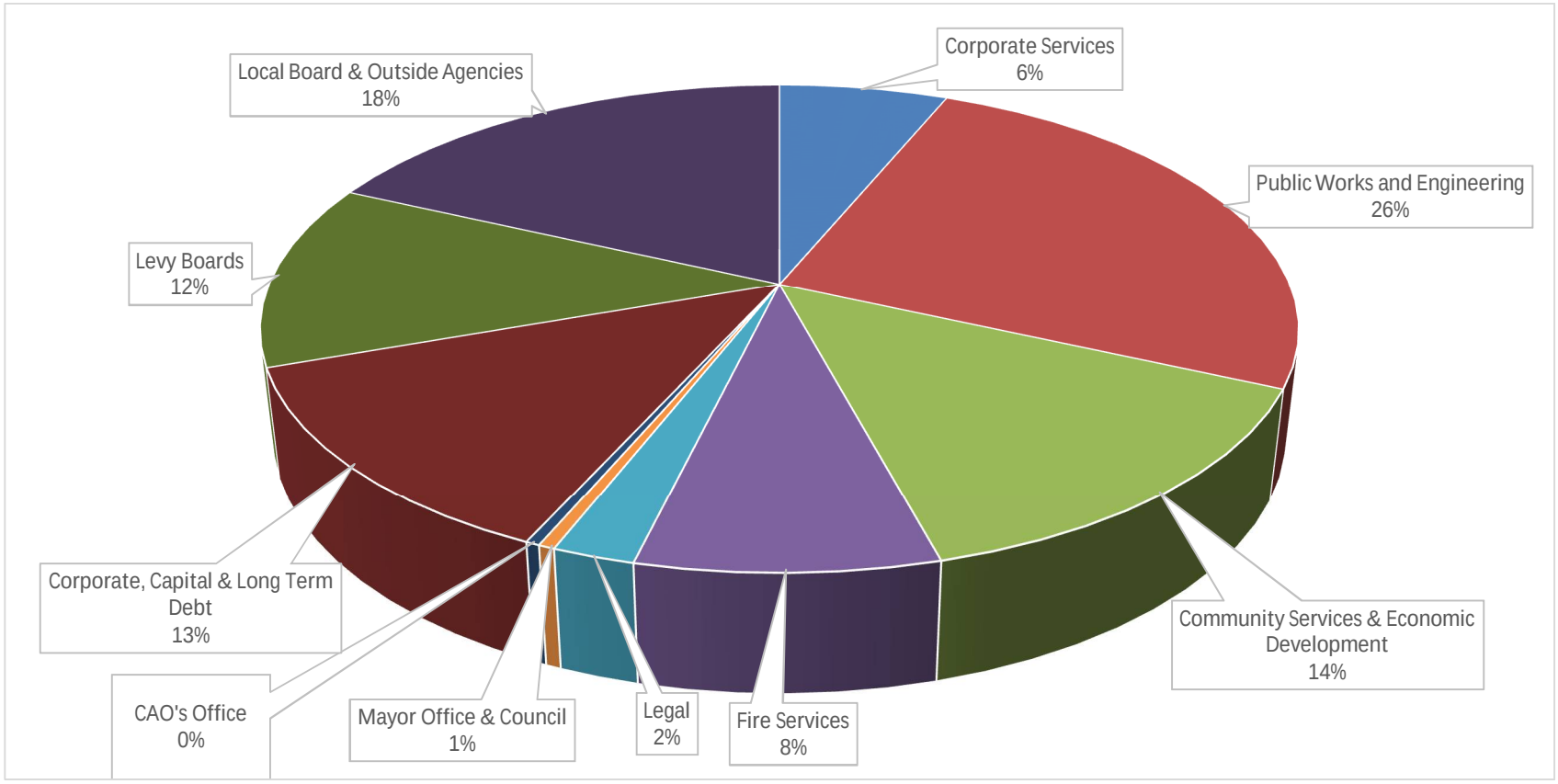


EXPENSES - $169.5 MILLION

The 2018 Operating Budget reflects total expenses of $169.5 million, as compared to $167.5 million in 2017, as increase of 1.19% year over year. Expenses by key area are shown below. Of the total expenses approximately 1/3 is comprised of costs relating to Levy Boards, Local Boards and Outside Agencies.

Departmental information is included in the 2018 Preliminary Budget.

Expenses by Key Area

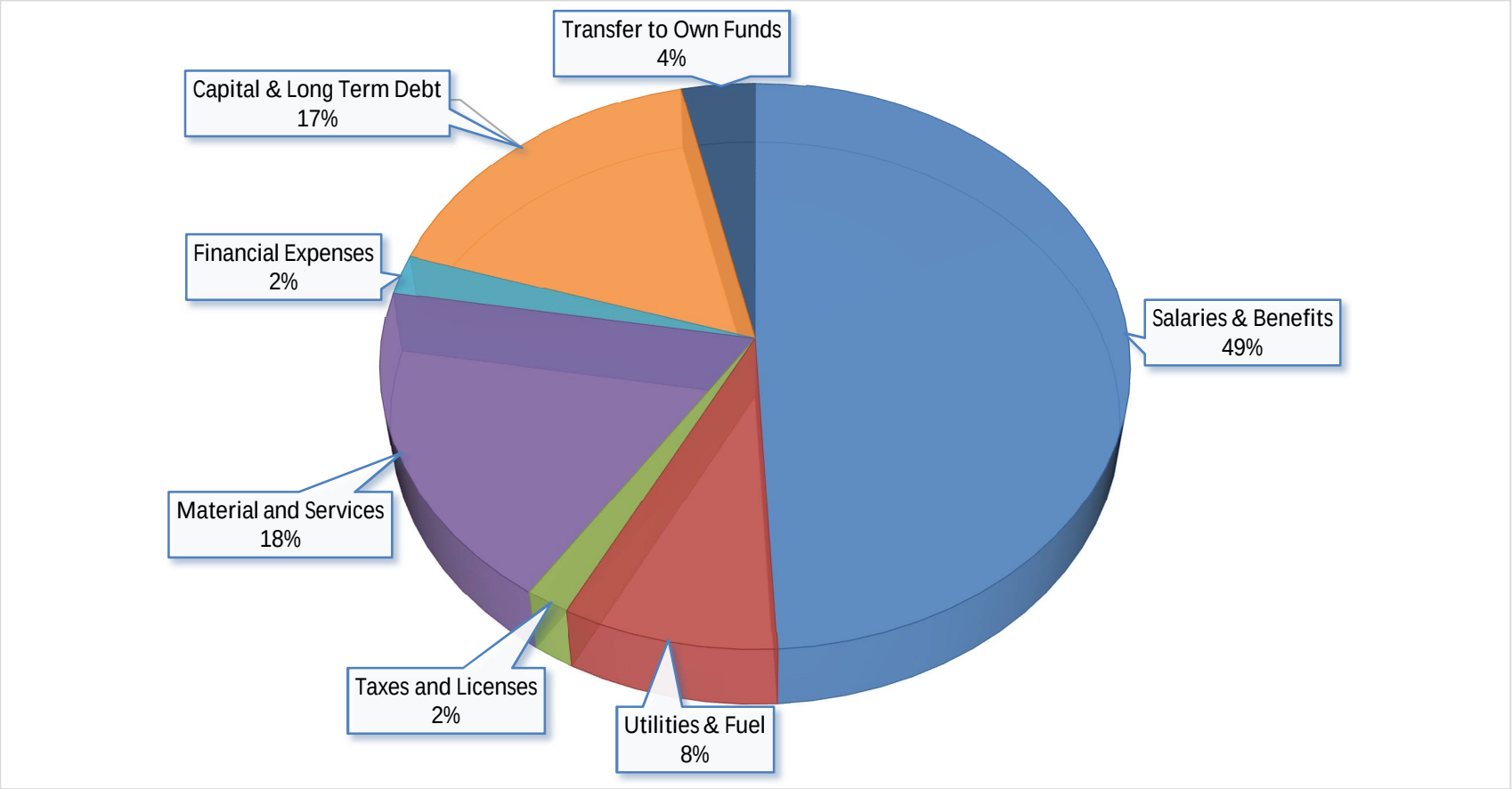


Of the $169.5 million in expenses for 2018, approximately 80% relates to mandated services. These are services in which the municipality is legislatively required to provide. The remaining 20% of expenses are for discretionary services, which although not mandated, will have ramifications to the community if the service is terminated or decreased.

Included with the 2018 Preliminary Budget is a summary of the mandatory and discretionary expenses by key area, including the legislative authority, level of service provided and ramifications of decreasing discretionary services, to assist Council in the budget deliberations.

Service Area	Mandatory	Discretionary
Corporate Services	76%	24%
Public Works and Engineering	89%	11%
Community Services & Economic Development	10%	90%
Fire Services	100%	0%
Legal	31%	69%
Mayor Office & Council	97%	3%
CAO's Office	60%	40%
Corporate, Capital & Long Term Debt	100%	0%
Levy Boards	100%	0%
Local Board & Outside Agencies	90%	10%

The City Services portion of the 2018 Budget reflects 49% for salaries and benefits. As a service organization staff compensation comprises one half of the City Services portion of the budget. Compensation is governed by contractual agreements and thus rates of pay are not controllable by the departments. The budget levels reflect rates in effect for the last contract. Manning levels are based upon the current service level requirements.



OTHER REVENUE - $57.3 MILLION

Non-tax revenue, such as user fees, grants from other levels of government, investment income and other miscellaneous income helps reduce the amount to be raised through property taxes. User fees account for almost ½ of the total non-tax revenue. User fees help offset the cost of providing services. In 2017 the City undertook a User Fee Review Study which reflected the full cost of providing various services and the current amount of user fee supporting thereof. For the 2018 Operating Budget the study was used as a tool to ensure that full fee recovery is occurring where required and a benchmark level is set for other services where full recovery is not recommended. A report to Council provided November 20, 2017 details the recommendations included in the 2018 Preliminary Operating Budget.

Government grants are the next largest sources of non-tax revenue. The majority of government grant revenue arises from the Ontario Municipal Partnership Fund unconditional grant, which accounts for 85% of the total. Other significant grants include the Provincial Gas Tax (Transit) and recycling grants.

Revenue Source	Percentage of total
Miscellaneous taxation not included in levy	11%
User fees	48%
Government Grants	29%
Investment Income	8%
Other Income	4%

MUNICIPAL TAX LEVY $112.2 MILLION

The Preliminary 2018 Operating budget identifies a 3.02% tax levy increase. This represents the net requirement to provide the same level of service in 2018 as maintained in 2017. Included are revenue adjustments for user fee increases as estimated based upon the proposed User Fee Bylaw presented to Council for approval on November 20, 2017. Expenditures have been adjusted for contractual changes in compensation, efficiencies identified by departments and various other contracted increases as approved by Council.

The tax levy impact summary is shown in the following chart.

	Change 2017 to 2018	Tax Levy Impact
City Departments-Maintaining Services	2.50%	1.69%
Levy Boards and Outside Agencies	1.95%	0.41%
Ontario Municipal Partnership Grant Reduction (estimated at 2016 level-grant notification not received)	6.52%	0.92%
INCREASE BEFORE LEVY REDUCTION FROM PRIOR YEAR		3.02%

Changes to Maintaining Services Year Over Year

Several key items influenced the increase required to maintain service levels the same as 2017.

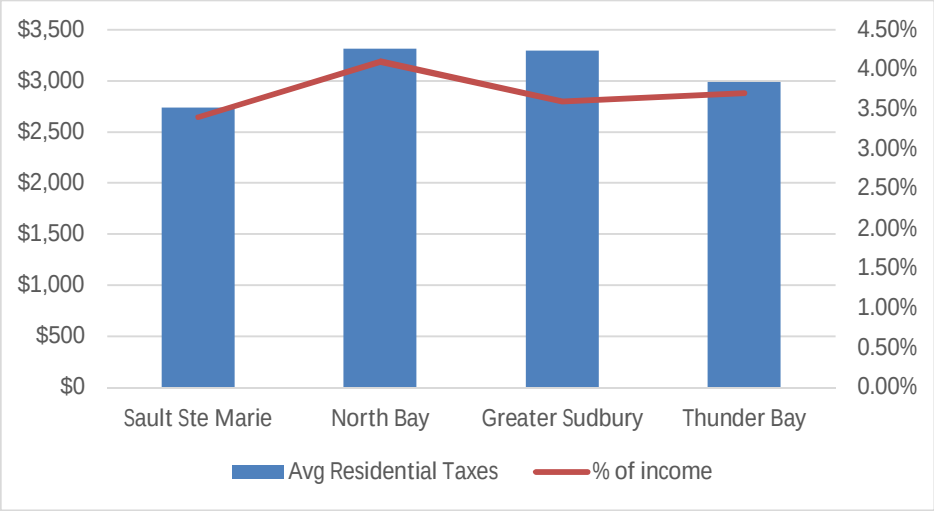
Maintaining Services – Significant Changes from 2016	$(000)
2017	$73,335
Salary/Benefit contractual increases, excluding daycare closure	$1,745
Minimum wage increase	$248
Retiree Benefits increase due to higher number of retirees	$175
Contractual increases to other operating expenses *(a)*	$465
Decrease in assessment growth reflected in supplementary taxes	$250
Net decrease in Payment In Lieu of Taxation from other levels of government *(b)*	$210
Daycare operation close	$(403)
User fee increases	$(281)
Decrease in fee based commercial tonnage at landfill	$374
Transit ridership decrease	$209
Miscellaneous construction 2017 budget reduction reinstated	$820
Capital from Current annual increase to reinstate 2016 budget reduction	$175
One time contingency allocation change for WSIB-retroactive claims for PTSD and presumptive cancer, daycare closure costs and other contingency costs in 2017	$(2,135)
Other	$(17)
2018	$75,170

(a) Includes Fuel increase of $197,000 and Utilities increase of $122,700

(b) OLG Casino was privatized in 2017; new Gateway Casino is now taxable. Decrease was partially offset by increases in other Payment in Lieu properties.

Tax Comparison

The 2016 BMA study shows the taxes on an average residential dwelling for the City of Sault Ste. Marie as lowest among our Northern Ontario comparators, as was in the 2015 study. We are also the lowest when property taxes are considered as a percentage of the median income of each municipality.



BMA Management Consulting-2016 BMA Study

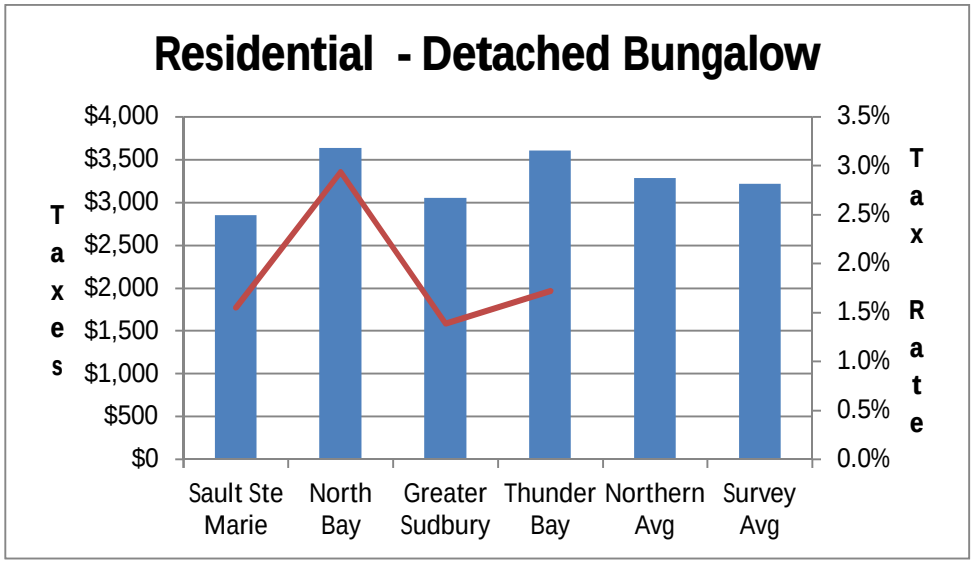
Tax rates are calculated by dividing the levy requirement into the total assessment. For example, If Municipality A has an assessment of $10,000 and Municipality B has an assessment of $15,000 and both have a tax levy of $1,000, the rates would be the following:

	Municipality A	Municipality B
Levy	$1,000	$1,000
Assessment	$10,000	$15,000
Tax Rate	0.10	.067

The tax burden is exactly the same for both municipalities but the one with the higher assessment will reflect a lower tax rate to raise that same amount. Although tax rates can be a used as a measure of the municipal tax burden, they should not be viewed on their own as the effect of

market assessment values present a scenario that is not true. Multiple indicators should be reviewed when ranking and comparing with other municipalities.

From a tax rate standpoint (red line) Sault Ste. Marie has a higher rate than Sudbury, but is less than Thunder Bay and North Bay. As seen below, our Northern comparators have higher taxes (blue bar), further illustrating that the tax rate should not be looked at in isolation.



BMA Management Consulting-2016 BMA Study

By viewing only the tax rates, a false impression is given that Sault Ste. Marie taxes are among the highest when in fact property taxes as a percentage of a taxpayer's income, which is a recognized benchmark used to compare municipalities, are the lowest.

CITY OF SAULT STE MARIE
Summary of All Units
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Taxation (excluding levy)	2,427,500	2,177,500	(250,000)	-10.30%
Payment in Lieu of taxes	4,371,195	4,160,860	(210,335)	-4.81%
Fees and user charges	28,090,297	27,910,896	(179,401)	-0.64%
Government grants (including OMPF)	17,663,640	16,788,950	(874,690)	-4.95%
Investment income	4,305,000	4,305,000	0	0.00%
Contribution from own funds	218,060	375,500	157,440	72.20%
Other income	1,503,320	1,562,300	58,980	3.92%
	58,579,012	57,281,006	(1,298,007)	-2.22%
EXPENDITURES				
Salaries	44,567,826	45,114,456	546,630	1.23%
Benefits	12,507,103	12,859,021	351,918	2.81%
	57,074,929	57,973,478	898,548	1.57%
Travel and training	409,325	415,975	6,650	1.62%
Election	0	15000	15,000	
Vehicle allowance, maintenance and repairs	3,151,595	3,168,780	17,185	0.55%
Utilities and Fuel	9,558,575	10,006,272	447,697	4.68%
Materials and supplies	5,623,356	5,582,246	(41,110)	-0.73%
Maintenance and repairs	2,220,915	2,138,708	(82,207)	-3.70%
Program expenses	121,200	182,372	61,172	50.47%
Goods for resale	619,325	623,925	4,600	0.74%
Rents and leases	180,950	103,950	(77,000)	-42.55%
Taxes and licenses	2,030,265	2,051,420	21,155	1.04%
Financial expenses	2,736,405	2,648,460	(87,945)	-3.21%
Purchased and contracted services	8,683,921	9,233,753	549,832	6.33%
Grants to others	50,848,456	51,524,750	676,294	1.33%
Long term debt	3,252,490	3,252,490	0	0.00%
Transfer to own funds	20,907,528	20,468,448	(439,080)	-2.10%
Capital expense	286,010	305,208	19,198	6.71%
Less: recoverable costs	(220,130)	(220,130)	0	0.00%
	110,410,187	111,501,627	1,091,440	0.99%
	167,485,116	169,475,105	1,989,989	1.19%
TAX LEVY	108,906,104	112,194,099	3,287,996	3.02%

Maintaining Services:				% change from 2017	Levy Increase
Mayor & Council	709,802	734,166	24,364	3.43%	
Chief Administrative Officer	374,181	381,390	7,209	1.93%	
Corporate Services	10,094,792	10,189,550	94,758	.94%	
Community and Enterprise Services	12,503,680	13,185,764	682,084	5.46%	
Public Works and Engineering	39,519,527	41,447,498	1,927,971	4.88%	
Legal	1,422,451	1,552,182	129,731	9.12%	
Fire	13,001,305	13,247,554	246,249	1.89%	
Corporate Financials/Capital/Long Term Debt	(4,291,536)	(5,568,388)	(1,276,852)	29.75%	
	73,334,202	75,169,716	1,835,514	2.50%	1.69%
Levy Boards	20,567,648	20,864,810	297,162	1.44%	0.27%
Outside Agencies	30,339,250	30,494,579	155,329	.51%	0.14%
OMPF	(15,335,000)	(14,335,000)	1,000,000	6.52%	0.92%
	108,906,104	112,194,099	3,287,996		3.02%

THE CORPORATION OF THE CITY OF SAULT STE MARIE
2018 OPERATING BUDGET
SUMMARY

	2018			2018 Net Tax		2017 Net Tax	
	Salary/Benefits	**Other Expense**	**Revenue**	Levy	% of 2017 levy	Levy	% change from 2017
MAYORS OFFICE	564,651	144,515	0	709,166		684,802	
COUNCIL SPECIAL FUNDS		25,000		25,000		25,000	
TOTAL MAYOR & COUNCIL	564,651	169,515	0	734,166	0.7%	709,802	3.4%
ADMINISTRATION	357,490	23,900		381,390		374,181	
ISAP-IMMIGRATION PROGRAM	217,110	32,900	250,010	-		-	
TOTAL CAO	574,600	56,800	250,010	381,390	0.3%	374,181	1.9%
LEGAL DEPARTMENT							
ADMINISTRATION	772,691	199,465	799,651	172,505		73,156	135.8%
CITY OWNED LAND		19,000		19,000		19,000	
INSURANCE		1,751,955		1,751,955		1,730,500	
POA	547,362	411,360	1,350,000	(391,278)		(400,205)	
TOTAL LEGAL	1,320,053	2,381,780	2,149,651	1,552,182	1.4%	1,422,451	9.1%
FIRE SERVICES							
ADMINISTRATION	1,047,022	804,668	225,217	1,626,473		1,645,240	
SUPPRESSION	9,726,333	98,380		9,824,713		9,476,209	
PREVENTION	862,318	28,400		890,718		981,345	
SUPPORT SERVICES	487,896	133,355		621,251		634,668	
MUNICIPAL EMERGENCY PLANNING	246,934	13,785	2,000	258,719		239,790	
SUMMER CAREER	25,680			25,680		24,053	
	12,396,183	1,078,588	227,217	13,247,554		13,001,305	1.9%
DSSAB CONTRACTED SERVICES							
EMS-CITY				0		-	
EMS-GARDEN RIVER				0		-	
				0		0	
TOTAL FIRE	12,396,183	1,078,588	227,217	13,247,554	11.8%	13,001,305	1.9%
CORPORATE SERVICES							

	2018			2018 Net Tax Levy	% of 2017 levy	2017 Net Tax Levy	% change from 2017
	Salary/Benefits	**Other Expense**	**Revenue**				
ADMINISTRATION	659,354	125,405	1,540	783,219		771,110	
HEALTH AND SAFETY	122,860	25,465		148,325		145,484	
DISABILTY MANAGEMENT	122,860	117,140		240,000		237,409	
CORPORATE RECRUITMENT & TRAINING		17,850		17,850		17,850	
LEADERSHIP PERFORMANCE		22,550		22,550		22,550	
RETIREE BENEFITS	502,800			502,800		327,800	
EMPLOYEE ASSISTANCE PROGRAM		37,200		37,200		37,200	
HEALTH AND SAFETY COMMITTEE		30,000		30,000		30,000	
DISABLED PREMIUMS	3,565			3,565		3,565	
ASBESTOS PROGRAM		50,000		50,000		50,000	
TOTAL HUMAN RESOURCES	1,411,439	425,610	1,540	1,835,509	1.6%	1,642,968	11.7%
ADMINISTRATION	798,490	92,895	140,590	750,795		734,037	
OFFICE SERVICES	110,127	78,175		188,302		187,718	
QUALITY MANAGEMENT		28,250		28,250		23,250	
ELECTION EXPENSE	157,580	97,420	180,000	75,000		60,000	
COUNCIL MEETINGS		8,350		8,350		8,350	
CULTURAL GRANT - WALK OF FAME		2,000		2,000		2,000	
RECEPTIONS		25,650		25,650		25,650	
TOTAL CLERKS	1,066,197	332,740	320,590	1,078,347	1.0%	1,041,005	3.6%
ACCOUNTING & TAX	1,472,832	83,300	91,800	1,464,332		1,429,065	2.5%
INFORMATION TECHNOLOGY	1,086,411	1,074,935	18,250	2,143,096		2,158,058	-0.7%
PURCHASING	341,918	10,445		352,363		344,972	2.1%
ADMINISTRATION	578,607	66,905		645,512		708,879	-8.9%
FINANCIAL EXPENSE - BANKING		65,000		65,000		65,000	0.0%
FINANCIAL FEES		87,700		87,700		86,500	1.4%
FINANCIAL EXPENSE - PROPERTY TAX		2,517,691		2,517,691		2,618,345	-3.8%
TOTAL FINANCE	3,479,768	3,905,976	110,050	7,275,694	6.5%	7,410,819	-1.8%
TOTAL CORPORATE SERVICES	5,957,404	4,664,326	432,180	10,189,550	9.1%	10,094,792	0.9%
PUBLIC WORKS AND ENGINEERING							
ENGINEERING DESIGN	1,786,918	148,570		1,935,488		1,715,759	
ADMINISTRATION	186,025	50,840	49,800	187,065		312,631	
BUILDING SERVICES	632,185	782,000		1,414,185		1,424,202	
HYDRANTS		1,060,000		1,060,000		975,000	
STREET LIGHTING		1,915,780		1,915,780		1,885,780	
SEWAGE DISPOSAL SYSTEM		5,386,670		5,386,670		5,292,450	
MISCELLANEOUS CONSTRUCTION		1,300,000		1,300,000		480,000	

	2018			2018 Net Tax Levy	% of 2017 levy	2017 Net Tax Levy	% change from 2017
	Salary/Benefits	**Other Expense**	**Revenue**				
TOTAL ENGINEERING	2,605,128	10,643,860	49,800	13,199,188	11.8%	12,085,822	9.2%
WORKS: ADMIN/SUPVERVISION/OVERHEAD	2,982,823	85,000		3,067,823		3,033,219	
ROADWAYS	1,556,999	1,739,960		3,296,959		3,251,783	
SIDEWALKS (INCLUDING WINTER CONTROL)	529,633	419,152		948,785		936,479	
WINTER CONTROL ROADWAYS	2,884,004	3,604,550	67,965	6,420,589		6,312,007	
SANITARY SEWERS	1,001,498	948,660	35,083	1,915,075		1,923,312	
STORM SEWERS	319,643	247,250	45,000	521,893		563,910	
TRAFFIC & COMMUNICIATIONS	967,634	717,990		1,685,624		1,703,338	
CARPENTRY	712,119	(95,630)		616,489		602,519	
ADMINISTRATION	1,592,404	149,910		1,742,314		1,725,323	
BUILDINGS & EQUIPMENT	2,511,414	(293,045)		2,218,369		1,992,536	
PARKS OPERATIONS	2,464,106	749,290		3,213,396		3,142,158	
WASTE MANAGEMENT	1,490,503	3,986,492	2,876,000	2,600,995		2,247,121	
TOTAL PUBLIC WORKS	19,012,780	12,259,579	3,024,048	28,248,311	25.2%	27,433,705	3.0%
TOTAL PUBLIC WORKS AND ENGINEERING	21,617,908	22,903,439	3,073,848	41,447,499		39,519,527	4.9%
COMMUNITY AND ENTERPRISE SERVICES							
SPORTS ADMINISTRATION	8,509	6,435		14,944		14,398	
HEALTHY KIDS		225,000	175,000	50,000		50,000	
RECREATION & CULTURE ADMINISTRATION	448,236	19,160	64,584	402,812		393,054	
CANADA DAY		20,000	10,000	10,000		10,000	
MAYORS YOUTH ADVISORY		27,500		27,500		27,500	
MISCELLANEOUS PROGRAMS	3,952	17,210		21,162		20,981	
PARKS & REC ADVISORY COMMITTEE		2,465		2,465		2,465	
ROBERTA BONDAR PARK	80,040	101,025	34,777	146,288		159,258	
BELLEVUE PARK MARINA	38,897	122,805	174,902	(13,200)		(14,093)	
BONDAR MARINA	38,897	81,729	88,912	31,714		40,912	
LOCKS OPERATIONS	105,355	(61,305)		44,050		40,244	
SENIORS DROP IN CENTRE	298,945	125,085	106,370	317,660		288,952	
STEELTON SENIORS CENTRE	159,460	35,785	63,700	131,545		158,429	
HISTORIC SITES BOARD - OLD STONE HOUSE	288,929	111,620	95,656	304,893		299,897	
JOHN RHODES COMMUNITY CENTRE	1,470,677	1,200,005	1,207,877	1,462,805		1,422,055	
FACILITIY ADMINISTRATION	1,002,479	63,875	24,000	1,042,354		926,715	
FACILITIES-SUMMER STUDENTS	34,035			34,035		31,848	
GRECO POOL	42,531	13,685		56,216		45,555	
MANZO POOL	17,049	9,915		26,964		21,260	
MCMEEKEN CENTRE	156,060	128,152	143,566	140,646		140,712	
ESSAR CENTRE	932,970	1,418,845	1,739,457	612,358		589,008	

	2018			2018 Net Tax Levy	% of 2017 levy	2017 Net Tax Levy	% change from 2017
	Salary/Benefits	**Other Expense**	**Revenue**				
NORTHERN COMMUNITY CENTRE	55,461	136,400	240,000	(48,139)		(69,716)	
MISCELLANEOUS CONCESSIONS	103,067	41,934	145,445	(444)		27	
ACCESSIBILITY	120,186	98,585		218,771		223,794	
DAY CARE CENTRES	-	-	-	-		403,101	
CSD CENTRAL ADMINISTRATION	601,023	35,350		636,373		334,440	
TRANSIT	6,545,897	2,938,915	3,610,012	5,874,803		5,659,509	
SCHOOL GUARDS	285,185	14,105		299,293		281,790	
CEMETERY OPERATIONS	802,823	269,848	958,526	114,145		123,902	
PARKING	71,970	403,188	438,695	36,463		108,769	
TOTAL COMMUNITY SERVICES	13,712,633	7,607,316	9,321,479	11,998,476	10.7%	11,734,766	2.2%
PLANNING	733,709	56,585	115,811	674,483		633,033	
CAC-COMMUNITY ADJUSTMENT COMMITTEE		444,656		444,656		-	
BUILDING DIVISION	1,076,338	167,281	1,175,470	68,149		135,881	
OTHER COMMUNITY & ENTERPRISE	1,810,047	668,522	1,291,281	1,187,288	1.1%	768,914	54.4%
COMMUNITY AND ENTERPRISE SERVICES	15,522,680	8,275,838	10,612,760	13,185,764	11.8%	12,503,680	5.5%
PUBLIC HEALTH OPERATIONS		2,508,310		2,508,310		2,453,145	
DSSAB LEVY		17,821,750		17,821,750		17,632,940	
CONSERVATION AUTHORITY		534,750		534,750		481,563	
TOTAL LEVY BOARDS	-	20,864,810	-	20,864,810	18.6%	20,567,648	1.4%
POLICE SERVICES BOARD		25,096,639		25,096,639		24,276,502	
LIBRARY BOARD		2,612,209		2,612,209		2,836,011	
ART GALLERY OF ALGOMA		280,785		280,785		280,785	
SSM MUSEUM		181,091		181,091		181,091	
BUSH PLANE MUSEUM		110,000		110,000		110,000	
CULTURAL RECOGNITION		1,500		1,500		1,500	
SAFE COMMUNITIES		40,000		40,000		40,000	
CRIME STOPPERS		25,000		25,000		25,000	
MISC GRANT - ALGOMA UNIVERSITY		40,000		40,000		40,000	
MISC GRANT - PEE WEE ARENA		16,400		16,400		12,750	
MISC GRANT - OTHER SPORTS		5,000		5,000		5,000	
RED CROSS GRANT		50,000		50,000		50,000	
CULTURAL GRANTS		53,900		53,900		53,900	
ECONOMIC DEVELOPMENT CORPORATION		789,510		789,510		1,204,166	
DESTINY SSM		0		0		30,000	
DEVELOPMENT SSM		246,000		246,000		246,000	
INNOVATION CENTRE		277,890		277,890		277,890	

	2018			2018 Net Tax Levy	% of 2017 levy	2017 Net Tax Levy	% change from 2017
	Salary/Benefits	**Other Expense**	**Revenue**				
TOURIST PROMOTION		168,655		168,655		168,655	
EDF BUDGET		500,000		500,000		500,000	
PHYSICIAN RECRUITMENT		200,000	200,000	0			
TOTAL OUTSIDE AGENCIES & GRANTS TO OTHERS	-	30,694,579	200,000	30,494,579	27.2%	30,339,250	0.5%
TAXATION & CORPORATE FINANCIALS	20,000	10,916,882	39,985,340	(29,048,458)		(28,771,605)	
CAPITAL LEVY AND LONG TERM DEBT		9,495,070	350,000	9,145,070		9,145,069	
TOTAL CORPORATE FINANCIALS	20,000	20,411,952	40,335,340	(19,903,388)	-17.7%	(19,626,536)	1.4%
TOTAL MUNICIPAL LEVY	**57,973,479**	**111,501,627**	**57,281,006**	**112,194,100**		**108,906,100**	**3.0%**

CITY OF SAULT STE MARIE
MAYOR & COUNCIL
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	485,284	493,280	7,996	1.65%
Benefits	56,003	71,371	15,368	27.44%
	541,287	564,651	23,364	4.32%
Travel and training	53,500	53,500	0	0.00%
Vehicle allowance, maintenance and repairs	36,030	36,030	0	0.00%
Materials and supplies	50,885	51,885	1,000	1.97%
Purchased and contracted services	3,100	3,100	0	0.00%
Grants to others	25,000	25,000	0	0.00%
	168,515	169,515	1,000	0.59%
	709,802	734,166	24,364	3.43%
TAX LEVY	**709,802**	**734,166**	**24,364**	**3.43%**

MAYOR & COUNCIL: MAYOR'S OFFICE

2018 OPERATING
BUDGET

Cost Centre 100-1000

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	485,284	493,280	7,996	1.65%
Benefits	56,003	71,371	15,368	27.44%
	541,287	564,651	23,364	4.32%
Travel and training	53,500	53,500	0	0.00%
Vehicle allowance, maintenance and repairs	36,030	36,030	0	0.00%
Materials and supplies	50,885	51,885	1,000	1.97%
Purchased and contracted services	3,100	3,100	0	0.00%
	143,515	144,515	1,000	0.70%
	684,802	709,166	24,364	3.56%
TAX LEVY	**684,802**	**709,166**	**24,364**	**3.56%**

Full Time Positions	**2.0**	**2.0**	**-**
Part Time Hours		**610.0**	**610.0**

2018 OPERATING
BUDGET

Cost Centre 105-1010

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Grants to others	25,000	25,000	0	0.00%
	25,000	25,000	0	0.00%
	25,000	25,000	0	0.00%
TAX LEVY	**25,000**	**25,000**	**0**	**0.00%**

The Corporation of the City of Sault Ste. Marie

2018 Operating Budget

Chief Administrative Officer

The office of the Chief Administrative Officer consists of 2 employees, the Chief Administrative Officer and the Executive Assistant. Summer and Vacation coverage through the year is provided through resource sharing with other departments and the Mayor's Office as required.

Responsibilities include recommending policy and proposals to Council, administration of all City Department activities, coordination of submissions of all reports and information to council, ensure policies, decisions and directives of City Council are carried out, provide liaison with various Board and Committees.

2018 Objectives:

- Achieve 2018 budget level as set by Council

- It is intended that the 2016-2020 Corporate Strategic Plan is a living document infused with new ideas and approaches to undertake the Corporation's action plan over the course of the next five years. During this transitional period, every effort will be made to continue to align the organizational structure for effective and efficient implementation of the Plan. Specific adjustments in 2018 include effectively resolving the Community Development & Enterprise Services area to insure successful implementation of the Community Adjustment Committee recommendations.

- In embracing the future with a strategic direction - to be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario, in year two of the Corporate Strategic Plan, this transitional year will afford the opportunity to champion economic and community development by:

    - Attracting new investment and development opportunities.
    - Implementing the recommendation of the EcDev Review consultants.
    - Focusing on downtown infrastructure opportunities.
    - Adequately maintaining existing infrastructure
    - Implementing sustainable asset management plans.

CITY OF SAULT STE MARIE
CHIEF ADMINISTRATIVE OFFICER
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Government grants (including OMPF)	265,700	250,010	(15,690)	-5.91%
	265,700	250,010	(15,690)	-5.91%
EXPENDITURES				
Salaries	459,535	455,915	(3,620)	-0.79%
Benefits	118,808	118,684	(124)	-0.10%
	578,343	574,599	(3,744)	-0.65%
Travel and training	10,715	10,715	0	0.00%
Vehicle allowance, maintenance and repairs	4,480	4,480	0	0.00%
Materials and supplies	25,343	40,915	15,572	61.44%
Maintenance and repairs	150	150	0	0.00%
Purchased and contracted services	20,650	390	(20,260)	-98.11%
Capital expense	200	150	(50)	-25.00%
	61,538	56,800	(4,738)	-7.70%
	639,881	631,399	(8,482)	-1.33%
TAX LEVY	**374,181**	**381,390**	**7,209**	**1.93%**

CHIEF ADMINISTRATIVE OFFICER: ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 110-1100

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	282,704	288,597	5,893	2.08%
Benefits	66,967	68,893	1,926	2.88%
	349,671	357,490	7,819	2.24%
Travel and training	9,215	9,215	0	0.00%
Vehicle allowance, maintenance and repairs	4,480	4,480	0	0.00%
Materials and supplies	10,315	9,815	(500)	-4.85%
Maintenance and repairs	150	150	0	0.00%
Purchased and contracted services	150	90	(60)	-40.00%
Capital expense	200	150	(50)	-25.00%
	24,510	23,900	(610)	-2.49%
	374,181	381,390	7,209	1.93%
TAX LEVY	**374,181**	**381,390**	**7,209**	**1.93%**

Full Time Positions	**2.0**	**2.0**	**-**
Part Time Hours			**-**

CHIEF ADMINISTRATIVE OFFICER: ISAP IMMIGRATION PROGRAM

2018 OPERATING BUDGET

Cost Centres: 600-6020

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Government grants (including OMPF)	265,700	250,010	(15,690)	-5.91%
	265,700	250,010	(15,690)	-5.91%
EXPENDITURES				
Salaries	176,831	167,318	(9,513)	-5.38%
Benefits	51,841	49,792	(2,050)	-3.95%
	228,672	217,110	(11,563)	-5.06%
Travel and training	1,500	1,500	0	0.00%
Materials and supplies	15,028	31,100	16,072	106.95%
Purchased and contracted services	20,500	300	(20,200)	-98.54%
	37,028	32,900	(4,128)	-11.15%
	265,700	250,010	(15,691)	-5.91%
	0	0	(0)	-100.00%
TAX LEVY	**0**	**0**	**0**	**0.00%**

Full Time Positions	**3.0**	**3.0**	**-**
Part Time Hours	**-**	**-**	**-**

THE CORPORATION OF THE CITY OF SAULT STE MARIE

2017 OPERATING BUDGET

LEGAL DEPARTMENT

Administration

The Legal Department consists of the City Solicitor, Supervisor, Assistant City Solicitor/Senior Litigation Counsel, Solicitor/Prosecutor, Risk Manager, Articling Intern and 3 Clerical Staff.
The staff operates on regular Civic Centre hours and does not ordinarily incur overtime hours. The Legal Department provides a broad range of legal, technical and reference services to all branches of the City's operations. The service involves not only responding to immediate ongoing needs for legal services but also involves the reduction of potential liability by identifying possible problem areas and planned legislation. The Legal Department's responsibilities include the acquisition and sale of properties on behalf of the Municipality as well as preparation and management of leases, licenses of occupation, easements, encroachments, agreements and the administration of the street and lane closing policy.

The objectives of the Legal Department are:

- to provide legal assistance and advice to City Council and staff;
- to process reports/by-laws, agreements, opinions, leases, licenses of occupation, FOI requests, easements, encroachments, expropriations and real estate transactions;
- to represent the City and give advice with respect to all lawsuits which may be brought on behalf of or against the City;
- to prosecute persons charged with offences contrary to City by-laws; and
- to represent the City before various courts and tribunals including the Ontario Municipal Board and the Human Rights Tribunal.

City Owned Land

Responsible for the cost of leases, licenses of occupation, easements the City Corporation over and on private property. It also covers maintenance required on specific City owned properties as well as realty tax and local improvement charges on specific property owned by the Municipality. These charges for the most part are set and continue on an annual basis.

Insurance

Responsible for all types of insurance purchased by the City (excluding Police, EMS and the Library Board, which are expensed directly).

The following are the types of insurance:

- comprehensive liability;
- property insurance (including buildings, contents and valuable papers);
- crime insurance (protection against dishonesty, deceit and forgery);
- electronic data processing;
- boiler and machinery;
- automobile insurance (including non-owned automobiles);
- errors and omissions;
- environmental liability;
- conflict of interest; and
- excess liability.

Provincial Offences Office

Effective 2001, the City of Sault Ste. Marie assumed the responsibility for the delivery of administrative, prosecutorial and court support functions transferred from the Province of Ontario under the Provincial Offences Act. These functions have become a division of the Legal Department. The POA office is required to operate the POA courts under the guidelines and regulations of the Ministry of Attorney General.

Charges filed and processed by the POA office include matters under such statutes as the Highway Traffic Act, Compulsory Automobile Insurance Act, Liquor Licence Act, all Provincial Statues and Municipal by-laws. The POA court administers between 15,000-18,000 charges a year the majority comprising of Traffic Offences.

The POA Division is comprised of three Court Administrator/Cashier's, one Court Administrator Enforcement Clerk/Court Reporter and one Prosecution assistant. There is also one Court Liaison Supervisor and one Solicitor/Prosecutor.

Court sits approximately four days a week in Sault Ste. Marie with one satellite court in Wawa approximately once a month. The POA office generates an average over one million dollars in gross revenue, the net of which is distributed among our 19 municipal partners.

CITY OF SAULT STE MARIE
LEGAL DEPARTMENT
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	2,234,651	2,149,651	(85,000)	-3.80%
	2,234,651	2,149,651	(85,000)	-3.80%
EXPENDITURES				
Salaries	1,025,252	1,043,157	17,905	1.75%
Benefits	271,275	276,896	5,621	2.07%
	1,296,527	1,320,053	23,526	1.81%
Travel and training	18,735	18,735	0	0.00%
Vehicle allowance, maintenance and repairs	250		(250)	-100.00%
Materials and supplies	78,815	78,815	0	0.00%
Maintenance and repairs	4,000	4,000	0	0.00%
Rents and leases	78,075	78,075	0	0.00%
Taxes and licenses	1,776,500	1,797,955	21,455	1.21%
Purchased and contracted services	292,000	292,000	0	0.00%
Transfer to own funds	102,200	102,200	0	0.00%
Capital expense	10,000	10,000	0	0.00%
	2,360,575	2,381,780	21,205	0.90%
	3,657,102	3,701,833	44,731	1.22%
TAX LEVY	**1,422,451**	**1,552,182**	**129,731**	**9.12%**

LEGAL DEPARTMENT: ADMINISTRATION

2018 OPERATING

Cost Centre 150-1500

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	884,651	799,651	(85,000)	-9.61%
	884,651	799,651	(85,000)	-9.61%
EXPENDITURES				
Salaries	603,275	614,810	11,535	1.91%
Benefits	155,067	157,881	2,814	1.81%
	758,342	772,691	14,349	1.89%
Travel and training	7,600	7,600	0	0.00%
Materials and supplies	26,765	26,765	0	0.00%
Taxes and licenses	45,000	45,000	0	0.00%
Purchased and contracted services	15,400	15,400	0	0.00%
Transfer to own funds	102,200	102,200	0	0.00%
Capital expense	2,500	2,500	0	0.00%
	199,465	199,465	0	0.00%
	957,807	972,156	14,349	1.50%
TAX LEVY	**73,156**	**172,505**	**99,349**	**135.80%**

Full Time Positions	**7.0**	**7.0**	**-**
Part Time Hours	**610**	**610**	**-**

LEGAL DEPARTMENT: CITY OWNED LAND

2018 OPERATING

Cost Centre 150-1505

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Maintenance and repairs	4,000	4,000	0	0.00%
Rents and leases	14,000	14,000	0	0.00%
Taxes and licenses	1,000	1,000	0	0.00%
	19,000	19,000	0	0.00%
	19,000	19,000	0	0.00%
TAX LEVY	**19,000**	**19,000**	**0**	**0.00%**

LEGAL DEPARTMENT: INSURANCE

2018 OPERATING
BUDGET

Cost Centre 158-1580

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Taxes and licenses	1,730,500	1,751,955	21,455	1.24%
	1,730,500	1,751,955	21,455	1.24%
	1,730,500	1,751,955	21,455	1.24%
TAX LEVY	**1,730,500**	**1,751,955**	**21,455**	**1.24%**

LEGAL DEPARTMENT: PROVINCIAL OFFENCES

2018 OPERATING

Cost Centre 155-1550 155-1554
155-1552

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	1,350,000	1,350,000	0	0.00%
	1,350,000	1,350,000	0	0.00%
EXPENDITURES				
Salaries	421,977	428,347	6,370	1.51%
Benefits	116,208	119,015	2,807	2.42%
	538,185	547,362	9,177	1.71%
Travel and training	11,135	11,135	0	0.00%
Vehicle allowance, maintenance and repairs	250		(250)	-100.00%
Materials and supplies	52,050	52,050	0	0.00%
Rents and leases	64,075	64,075	0	0.00%
Purchased and contracted services	276,600	276,600	0	0.00%
Capital expense	7,500	7,500	0	0.00%
	411,610	411,360	(250)	-0.06%
	949,795	958,722	8,927	0.94%
TAX LEVY	**(400,205)**	**(391,278)**	**8,927**	**-2.23%**

Full Time Positions	**7.0**	**7.0**	**-**
Part Time Hours			**-**

THE CORPORATION OF THE CITY OF SAULT STE MARIE

2018 OPERATING BUDGET

FIRE SERVICES

The Sault Ste. Marie Fire Services enters the 2018 budget process in the midst of the approved re-alignment plan. The approved plan would see the reduction of up to 20 Firefighters by the end of 2018. The plan approved the addition of one (1) Public Education Officer to the Fire Prevention Division, one (1) Research and Planning Assistant to Emergency Management, one (1) Training Officer to the Operations Division and one (1) Mechanical Officer to the Support Services Division. The Training Officers position will be filled late 2017 or early 2018.

Moving into the 2018 budget cycle fire services realignment plan is under a pause as of April 10th 2017. Stemming from the pause was the approval to proceed with a Comprehensive Risk Assessment (CRA) and a Fire Master Plan (FMP). The projected completion date for both is December 2017. Once all data is received from the CRA and the FMP a comprehensive report will be presented to the Mayor and Council.

The Fire Services Realignment Plan 2016–2018 has produced a significant cost savings to the Fire Suppression salaries and benefits budget. The 2015 (pre-realignment) Suppression salaries and benefits budget was $10,459,333. Moving forward the 2018 suppression salaries and benefits budget is $9,756,890. This is a 6.7% reduction when compared to 2015 (pre-realignment).

The City of Sault Ste. Marie is the contract service provider for land ambulance. The Emergency Medical Service (EMS) is 100% funded through the District of Sault Ste. Marie Social Services Administrative Board (DSSMSSAB). This has no impact on the Fire Services budget. The service level is set by the DSSMSSAB and operated with Certification under the Ambulance Act and the Ministry of Health and Long Term Care (MOHLTC).

FIRE & EMERGENCY SERVICES DEPARTMENT OVERVIEW

- Administration- Fire Chief, Deputy Fire Chief, Office Supervisor & Clerk.
- Fire Operations- Overseen by the Deputy Fire Chief. Consists of Platoon Chiefs, Captains, Firefighters, Training Officer & Communications Operator.
- Fire Prevention and Public Education and Emergency Management. Overseen by Deputy Chief. Consists of Fire Prevention Officers, Public Education Officer, CEMC and Research & Planning Assistant.
- Support Services- Overseen by Assistant Chief. Consists of Mechanical Officer and Mechanics.

CITY OF SAULT STE MARIE
FIRE DEPARTMENTAL
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	221,750	221,217	(533)	-0.24%
Other income	6800	6,000	(800)	-11.76%
	228,550	227,217	(1,333)	-0.58%
EXPENDITURES				
Salaries	9,472,134	9,584,119	111,985	1.18%
Benefits	2,679,133	2,812,064	132,931	4.96%
	12,151,267	12,396,183	244,916	2.02%
Travel and training	94,220	94,220	0	0.00%
Vehicle allowance, maintenance and repairs	68,201	85,580	17,379	25.48%
Utilities and Fuel	235,210	235,210	0	0.00%
Materials and supplies	181,767	164,682	(17,085)	-9.40%
Maintenance and repairs	150,660	108,465	(42,195)	-28.01%
Rents and leases	2,500	2,500	0	0.00%
Taxes and licenses	15,355	15,755	400	2.61%
Financial expenses	303,000	303,000	0	0.00%
Purchased and contracted services	27,675	69,176	41,501	149.96%
Transfer to own funds	1,078,588	1,078,588	0	0.00%
Capital expense				
	13,229,855	13,474,771	244,916	1.85%
TAX LEVY	**13,001,305**	**13,247,554**	**246,249**	**1.89%**

FIRE SERVICES: ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 200-2000

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	221,750	221,217	(533)	-0.24%
Other income	3,800	4,000	200	5.26%
	225,550	225,217	(333)	-0.15%
EXPENDITURES				
Salaries	427,399	434,419	7,020	1.64%
Benefits	610,754	612,603	1,849	0.30%
	1,038,153	1,047,022	8,869	0.85%
Travel and training	92,720	92,720	0	0.00%
Utilities and Fuel	181,930	181,930	0	0.00%
Materials and supplies	67,152	51,152	(16,000)	-23.83%
Maintenance and repairs	145,160	103,690	(41,470)	-28.57%
Financial expenses	2,500	2,500	0	0.00%
Purchased and contracted services	12,500	500	(12,000)	-96.00%
Transfer to own funds	303,000	303,000	0	0.00%
Capital expense	27,675	69,176	41,501	149.96%
	832,637	804,668	(27,969)	-3.36%
	1,870,790	1,851,690	(19,100)	-1.02%
TAX LEVY	**1,645,240**	**1,626,473**	**(18,767)**	**-1.14%**

Full Time Positions	**4.0**	**4.0**	**-**
Part Time Hours	**-**	**-**	**-**

FIRE SERVICES: SUPPRESSION

2018 OPERATING

Cost Centres: 200-2005

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	7,637,821	7,845,758	207,937	2.72%
Benefits	1,740,008	1,880,575	140,567	8.08%
	9,377,829	9,726,333	348,504	3.72%
Materials and supplies	98,380	98,380	0	0.00%
	98,380	98,380	0	0.00%
	9,476,209	9,824,713	348,504	3.68%
TAX LEVY	**9,476,209**	**9,824,713**	**348,504**	**3.68%**

Full Time Positions	**79.0**	**78.0**	**(1.0)**
Part Time Hours	**-**	**-**	**-**

FIRE SERVICES: PREVENTION

2018 OPERATING
BUDGET

Cost Centres: 200-2010

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	789,310	692,713	(96,597)	-12.24%
Benefits	192,035	169,605	(22,430)	-11.68%
	981,345	862,318	(119,027)	-12.13%
Materials and supplies	0	16,000	16,000	0.00%
Purchased and contracted services	0	12,400	12,400	0.00%
	0	28,400	28,400	0.00%
	981,345	890,718	(90,627)	-9.23%
TAX LEVY	**981,345**	**890,718**	**(90,627)**	**-9.23%**

Full Time Positions	**8.0**	**7.0**	**(1.0)**
Part Time Hours	**-**	**-**	**-**

FIRE SERVICES: SUPPORT

2018 OPERATING
BUDGET

Cost Centres: 200-2015

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	402,539	391,117	(11,422)	-2.84%
Benefits	98,343	96,779	(1,564)	-1.59%
	500,882	487,896	(12,986)	-2.59%
Vehicle allowance, maintenance and repairs	67,621	85,000	17,379	25.70%
Utilities and Fuel	53,280	53,280	0	0.00%
Materials and supplies	7,385	(9,700)	(17,085)	-231.35%
Maintenance and repairs	5,500	4,775	(725)	-13.18%
	133,786	133,355	(431)	-0.32%
	634,668	621,251	(13,417)	-2.11%
TAX LEVY	**634,668**	**621,251**	**(13,417)**	**-2.11%**
Full Time Positions	**4.0**	**4.0**	**-**	
Part Time Hours	**-**	**-**	**-**	

FIRE SERVICES: SUMMER CAREER

2018 OPERATING
BUDGET

Cost Centre: 200-2030

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	21,960	23,520	1,560	7.10%
Benefits	2,093	2,160	67	3.18%
	24,053	25,680	1,627	6.76%
	24,053	25,680	1,627	6.76%
TAX LEVY	**24,053**	**25,680**	**1,627**	**6.76%**
Full Time Positions	**-**	**-**	**-**	
Part Time Hours	**1,820.0**	**1,820.0**	**-**	

FIRE SERVICES: COMMUNITY EMERGENCY MANANGEMENT

2018 OPERATING
BUDGET

Cost Centre 115-1120

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Other income	3000	2,000	(1,000)	-33.33%
	3,000	2,000	(1,000)	-33.33%
EXPENDITURES				
Salaries	193,105	196,592	3,487	1.81%
Benefits	35,900	50,342	14,442	40.23%
	229,005	246,934	17,929	7.83%
Travel and training	1,500	1,500	0	0.00%
Vehicle allowance, maintenance and repairs	580	580	0	0.00%
Materials and supplies	8,850	8,850	0	0.00%
Purchased and contracted services	2,855	2,855	0	0.00%
	13,785	13,785	0	0.00%
	242,790	260,719	17,929	7.38%
TAX LEVY	**239,790**	**258,719**	**18,929**	**7.89%**

Full Time Positions	**2.0**	**2.0**	**-**
Part Time Hours	**-**	**-**	**-**

THE CORPORATION OF THE CITY OF SAULT STE MARIE

2018 OPERATING BUDGET

CORPORATE SERVICES

CLERK'S DEPARTMENT

The Clerk's Department is an administrative department with a staff complement of nine full time staff and up to five part time staff (students/contract) providing services through three broad functional areas and locations in the Civic Centre.

Administration
The administrative area provides services to Council, agencies, boards and committees, corporate staff and the public focused on the following:

- Council and committee administration
- Vital statistics (cemetery business transactions, issuing of marriage licences, registration of deaths)
- Administers lottery and general licensing
- Corporate strategic plan co-ordination and quality improvement initiatives (through association with Excellence Canada).
- Corporate records management
- Municipal election administration

Corporate Communications
Corporate Communications provides services to corporate staff, committees of Council and the public focused on the following:

- Public and media relations/communications.
- Website/social media content management.
- Civic reception co-ordination
- Corporate intranet content management

Office Services
Office Services provides services to corporate staff and agencies, boards and committees in the areas of corporate mail services; high volume copying and print services

FINANCE

The Finance Department is responsible for the overall implementation, maintenance and supervision of financial services and functions for the Corporation through the establishment of efficient, effective and economical financial policies and procedures, and through budget control, financial analysis, cash management and internal control systems.

The department consists of three divisions.

Administration

- Prepares the annual Financial Statements and Financial Information Return for the Province and all other financial reports for the senior levels of government.
- Budget control
- Financial analysis and cash management
- Budget preparation and support for all departments

Accounting

- Provides general accounting services to all City departments in the areas of payroll, general ledger reporting, accounts payable,

accounts receivable, HST reporting and accounting support services.
- Updates and maintains control over tax receivable systems and is responsible for the central collection function which handles tax payments, parking tickets, local improvement payments and other general receipts

Information Technology
- Responsible for application maintenance and development including: implementation of new systems as well as modifications required to maintain existing corporate systems, system design, programming, testing and training.
- Provides computer services for all City departments, EDC and, Library including: installation and maintenance of computer hardware and software; data backup and security; network server administration; network infrastructure administration; desktop administration; help desk support; support of all corporate communication and technology, including mobile devices and telephone systems

Purchasing
The Purchasing Division is responsible for corporate purchasing services, administration of the purchasing policy, contract and tendering services.

The objective of the division is to provide a high level of service to user departments through the establishment and implementation of sound purchasing practices and to continually provide City departments with the proper quality and quantity of requested goods and services within an acceptable time-frame and at the lowest possible ultimate cost.

Tax
- Responsible for the billing and collection of property taxes for approximately 29,000 properties. Collection procedures include monthly tax reminder statements, correspondence, personal contact, and the sale of properties in tax arrears pursuant to the *Municipal Act, 2001*.
- Tax assessment appeals; assessment base management; tax certificates; commercial/industrial vacancy rebate program; tax assistance programs; charity rebate program; mortgagee tax payment system; and maintaining an up-to-date tax database reflecting all assessment value and ownership changes.

HUMAN RESOURCES

The Human Resources department conducts negotiations and administers eight collective agreements. The Department develops human resource policies and ensures compliance.

Administration
Human Resources carries out labour relations, recruitment, corporate training programs and seniority administration; maintains employee HR files and manages the job evaluation process.

The department is responsible for administration of legislative changes (ESA, OHSA, OLRA, Human Rights) and associated costs of arbitrations, pension/benefit administration costs, etc.

Assistance is also provided to various boards (Police and Library) as required.

Health and Safety
The Health and Safety Division prepares and monitors policies and safety training programs as well as related reporting. A primary focus is on accident prevention.

Return to Work Management
The Return to Work Co-ordinator liaises with WSIB, non-occupational provider and disability insurance providers ; develops and implements corporate return to work programs, policies and procedures.

CITY OF SAULT STE MARIE
CORPORATE SERVICES
Budget Summary

Department	2017	2018	$ Change	% Change
	BUDGET	BUDGET	(2017 to 2018)	(2017 to 2018)
REVENUE				
Fees and user charges	155,040	159,840	4,800	3.10%
Government grants (including OMPF)	1540	1,540	0	0.00%
		180,000	180,000	0.00%
Other income	88,100	90,800	2,700	3.06%
	244,680	432,180	187,500	76.63%
EXPENDITURES				
Salaries	4,162,197	4,336,280	174,083	4.18%
Benefits	1,439,414	1,621,123	181,709	12.62%
	5,601,611	5,957,403	355,792	6.35%
Travel and training	87,245	85,945	(1,300)	-1.49%
Election		15000	15,000	0.00%
Vehicle allowance, maintenance and repairs	1,500	2,500	1,000	66.67%
Materials and supplies	152,900	154,275	1,375	0.90%
Maintenance and repairs	616,380	641,413	25,033	4.06%
Goods for resale	19,200	19,200	0	0.00%
Rents and leases	7,625	15,625	8,000	104.92%
Financial expenses	2,679,845	2,579,191	(100,654)	-3.76%
Purchased and contracted services	968,691	1,024,830	56,139	5.80%
Grants to others	2,000	2,000	0	0.00%
Transfer to own funds	60,000		(60,000)	-100.00%
Capital expense	142,475	124,347	(18,128)	-12.72%
	4,737,861	4,664,326	(73,535)	-1.55%
	10,339,472	10,621,729	282,257	2.73%
TAX LEVY	**10,094,792**	**10,189,549**	**94,757**	**0.94%**

FINANCE DEPARTMENT

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	105,040	19,250	(85,790)	-81.67%
Other income	88,100	90,800	2,700	3.06%
	193,140	110,050	(83,090)	-43.02%
EXPENDITURES				
Salaries	2,829,206	2,748,634	(80,572)	-2.85%
Benefits	752,822	731,133	(21,689)	-2.88%
	3,582,028	3,479,768	(102,260)	-2.85%
Travel and training	12,300	11,800	(500)	-4.07%
Vehicle allowance, maintenance and repairs	1,100	1,100	0	0.00%
Materials and supplies	3,635	(22,540)	(26,175)	-720.08%
Maintenance and repairs	612,680	637,713	25,033	4.09%
Financial expenses	2,679,845	2,579,191	(100,654)	-3.76%
Purchased and contracted services	585,331	592,300	6,969	1.19%
Capital expense	127,040	106,412	(20,628)	-16.24%
	4,021,931	3,905,976	(115,955)	-2.88%
	7,603,959	7,385,744	(218,215)	-2.87%
TAX LEVY	**7,410,819**	**7,275,694**	**(135,125)**	**-1.82%**

FINANCE: ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 140-1400

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	507,693	459,986	(47,707)	-9.40%
Benefits	134,281	118,621	(15,660)	-11.66%
	641,974	578,607	(63,367)	-9.87%
Travel and training	10,800	10,800	0	0.00%
Materials and supplies	26,115	26,115	0	0.00%
Purchased and contracted services	21,900	21,900	0	0.00%
Capital expense	8,090	8,090	0	0.00%
	66,905	66,905	0	0.00%
	708,879	645,512	(63,367)	-8.94%
TAX LEVY	**708,879**	**645,512**	**(63,367)**	**-8.94%**
Full Time Positions	**6.0**	**5.0**	**(1.0)**	
Part Time Hours	**-**	**-**	**-**	

FINANCE: ACCOUNTING & TAX

2018 OPERATING
BUDGET

Cost Centres: 140-1405
140-1410

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	88,000	1,000	(87,000)	-98.86%
Other income	88,100	90,800	2,700	3.06%
	176,100	91,800	(84,300)	-47.87%
EXPENDITURES				
Salaries	1,212,770	1,157,152	(55,618)	-4.59%
Benefits	328,975	315,680	(13,295)	-4.04%
	1,541,745	1,472,832	(68,913)	-4.47%
	100	100	0	0.00%
Materials and supplies	46,320	46,450	130	0.28%
Maintenance and repairs	850	850	0	0.00%
	10,050	29,800	19,750	196.52%
Capital expense	6,100	6,100	0	0.00%
	63,420	83,300	19,880	31.35%
	1,605,165	1,556,132	(49,033)	-3.05%
TAX LEVY	**1,429,065**	**1,464,332**	**35,267**	**2.47%**

Full Time Positions	**20.0**	**19.0**	**(1.0)**	
Part Time Hours	**610**	**610.0**	**-**	

FINANCE: PURCHASING

2018 OPERATING
BUDGET

Cost Centres: 140-1420

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	263,624	268,676	5,052	1.92%
Benefits	70,903	73,242	2,340	3.30%
	334,527	341,918	7,391	2.21%
Materials and supplies	8,420	8,420	0	0.00%
Purchased and contracted services	1,025	1,025	0	0.00%
Capital expense	1,000	1,000	0	0.00%
	10,445	10,445	0	0.00%
	344,972	352,363	7,391	2.14%
TAX LEVY	**344,972**	**352,363**	**7,391**	**2.14%**
Full Time Positions	**4.0**	**4.0**	**-**	
Part Time Hours	**-**	**-**	**-**	

FINANCE: INFORMATION TECHNOLOGY

2018 OPERATING
BUDGET

Cost Centres: 140-1415
300-3008

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	17,040	18,250	1,210	7.10%
	17,040	18,250	1,210	7.10%
EXPENDITURES				
Salaries	845,119	862,821	17,702	2.09%
Benefits	218,663	223,590	4,927	2.25%
	1,063,782	1,086,411	22,629	2.13%
Travel and training	1,500	1,000	(500)	-33.33%
Vehicle allowance, maintenance and repairs	1,000	1,000	0	0.00%
Materials and supplies	(80,720)	(107,025)	(26,305)	32.59%
Maintenance and repairs	611,830	636,863	25,033	4.09%
Purchased and contracted services	465,856	451,875	(13,981)	-3.00%
Capital expense	111,850	91,222	(20,628)	-18.44%
	1,111,316	1,074,935	(36,381)	-3.27%
	2,175,098	2,161,346	(13,752)	-0.63%
TAX LEVY	**2,158,058**	**2,143,096**	**(14,962)**	**-0.69%**

Full Time Positions	**10.0**	**10.0**	**-**
Part Time Hours	**1,220.0**	**1,220**	**-**

560

FINANCE: OTHER - FINANCIAL EXPENSE BANKING

2018 OPERATING
BUDGET

Cost Centres: 145-1450

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Financial expenses	65,000	65,000	0	0.00%
	65,000	65,000	0	0.00%
	65,000	65,000	0	0.00%
TAX LEVY	**65,000**	**65,000**	**0**	**0.00%**

FINANCE: OTHER - FINANCIAL FEES

2018 OPERATING
BUDGET

Cost Centres: 145-1452

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Purchased and contracted services	86,500	87,700	1,200	1.39%
	86,500	87,700	1,200	1.39%
	86,500	87,700	1,200	1.39%
TAX LEVY	**86,500**	**87,700**	**1,200**	**1.39%**

FINANCE: OTHER - PROPERTY TAX

2018 OPERATING
BUDGET

Cost Centres: 145-1454

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Materials and supplies	3,500	3,500	0	0.00%
Financial expenses	2,614,845	2,514,191	(100,654)	-3.85%
	2,618,345	2,517,691	(100,654)	-3.84%
	2,618,345	2,517,691	(100,654)	-3.84%
TAX LEVY	**2,618,345**	**2,517,691**	**(100,654)**	**-3.84%**

CLERK'S DEPARTMENT

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	50,000	140,590	90,590	181.18%
Other income		180000	180,000	0.00%
	50,000	320,590	270,590	541.18%
EXPENDITURES				
Salaries	634,073	875,100	241,027	38.01%
Benefits	166,612	191,097	24,485	14.70%
	800,685	1,066,197	265,511	33.16%
Travel and training	6,595	6,595	0	0.00%
Election		15000	15,000	0.00%
Vehicle allowance, maintenance and repairs	400	650	250	62.50%
Materials and supplies	97,080	124,580	27,500	28.33%
Maintenance and repairs	400	400	0	0.00%
Goods for resale	19,200	19,200	0	0.00%
Rents and leases	7,625	15,625	8,000	104.92%
Purchased and contracted services	94,370	143,540	49,170	52.10%
Grants to others	2,000	2,000	0	0.00%
Transfer to own funds	60,000		(60,000)	-100.00%
Capital expense	2,650	5,150	2,500	94.34%
	290,320	332,740	42,420	14.61%
	1,091,005	1,398,937	307,931	28.22%
TAX LEVY	**1,041,005**	**1,078,347**	**37,341**	**3.59%**

CLERK'S DEPARTMENT: ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 130-1300

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	50,000	140,590	90,590	181.18%
	50,000	140,590	90,590	181.18%
EXPENDITURES				
Salaries	547,559	633,020	85,461	15.61%
Benefits	143,583	165,470	21,887	15.24%
	691,142	798,490	107,348	15.53%
Travel and training	6,595	6,595	0	0.00%
Materials and supplies	57,330	57,330	0	0.00%
Maintenance and repairs	400	400	0	0.00%
Goods for resale	19,200	19,200	0	0.00%
Purchased and contracted services	7,370	7,370	0	0.00%
Capital expense	2,000	2,000	0	0.00%
	92,895	92,895	0	0.00%
	784,037	891,385	107,348	13.69%
TAX LEVY	**734,037**	**750,795**	**16,758**	**2.28%**

Full Time Positions	**7.0**	**8.0**	**1.0**
Part Time Hours	**704.5**	**709**	**4.5**

CLERK'S DEPARTMENT: OFFICE SERVICES

2018 OPERATING
BUDGET

Cost Centres: 130-1310

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	86,514	86,965	451	0.52%
Benefits	23,029	23,162	133	0.58%
	109,543	110,127	584	0.53%
Vehicle allowance, maintenance and repairs	400	400	0	0.00%
Materials and supplies	1,750	1,750	0	0.00%
Rents and leases	7,625	7,625	0	0.00%
Purchased and contracted services	67,750	67,750	0	0.00%
Capital expense	650	650	0	0.00%
	78,175	78,175	0	0.00%
	187,718	188,302	584	0.31%
TAX LEVY	**187,718**	**188,302**	**584**	**0.31%**
Full Time Positions	**1.5**	**1.5**	**-**	
Part Time Hours	**610**	**610**	**-**	

CLERK'S DEPARTMENT: QUALITY MANAGEMENT

2018 OPERATING

Cost Centres: 130-1320

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Materials and supplies	4,000	4,000	0	0.00%
Purchased and contracted services	19,250	24,250	5,000	25.97%
	23,250	28,250	5,000	21.51%
	23,250	28,250	5,000	21.51%
TAX LEVY	**23,250**	**28,250**	**5,000**	**21.51%**

CLERK'S DEPARTMENT: COUNCIL MEETINGS

2018 OPERATING
BUDGET

Cost Centres: 130-1352

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Materials and supplies	8,350	8,350	0	0.00%
	8,350	8,350	0	0.00%
	8,350	8,350	0	0.00%
TAX LEVY	**8,350**	**8,350**	**0**	**0.00%**

CLERK'S DEPARTMENT: ELECTION

2018 OPERATING
BUDGET

Cost Centres: 135-1360

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Contribution from own funds	0	180,000	180,000	0.00%
	0	180,000	180,000	0.00%
EXPENDITURES				
Salaries	0	155,115	155,115	0.00%
Benefits	0	2,465	2,465	0.00%
	0	157,580	157,580	0.00%
Election	0	15,000	15,000	0.00%
Vehicle allowance, maintenance and repairs	0	250	250	0.00%
Materials and supplies	0	27,500	27,500	0.00%
Rents and leases	0	8,000	8,000	0.00%
Purchased and contracted services	0	44,170	44,170	0.00%
Transfer to own funds	60,000	0	(60,000)	-100.00%
Capital expense	0	2,500	2,500	0.00%
	60,000	97,420	37,420	62.37%
	60,000	255,000	195,000	325.00%
TAX LEVY	**60,000**	**75,000**	**15,000**	**25.00%**

CLERK'S DEPARTMENT: RECEPTIONS

2018 OPERATING

Cost Centres: 135-1350

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Materials and supplies	25,650	25,650	0	0.00%
	25,650	25,650	0	0.00%
	25,650	25,650	0	0.00%
TAX LEVY	**25,650**	**25,650**	**0**	**0.00%**

CLERK'S DEPARTMENT: WALK OF FAME

2018 OPERATING
BUDGET

Cost Centres: 720-7291

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Grants to others	2,000	2,000	0	0.00%
	2,000	2,000	0	0.00%
	2,000	2,000	0	0.00%
TAX LEVY	**2,000**	**2,000**	**0**	**0.00%**

HUMAN RESOURCES

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Government grants (including OMPF)	1540	1,540	0	0.00%
	1,540	1,540	0	0.00%
EXPENDITURES				
Salaries	698,918	712,546	13,628	1.95%
Benefits	519,980	698,893	178,913	34.41%
	1,218,898	1,411,439	192,541	15.80%
Travel and training	68,350	67,550	(800)	-1.17%
Vehicle allowance, maintenance and repairs		750	750	0.00%
Materials and supplies	52,185	52,235	50	0.10%
Maintenance and repairs	3,300	3,300	0	0.00%
Purchased and contracted services	288,990	288,990	0	0.00%
Capital expense	12,785	12,785	0	0.00%
	425,610	425,610	0	0.00%
	1,644,508	1,837,049	192,541	11.71%
TAX LEVY	**1,642,968**	**1,835,509**	**192,541**	**11.72%**

HUMAN RESOURCES: ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centre 120-1200

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Government grants (including OMPF)	1540	1,540	0	0.00%
	1,540	1,540	0	0.00%
EXPENDITURES				
Salaries	506,974	516,965	9,991	1.97%
Benefits	139,521	142,389	2,868	2.06%
	646,495	659,354	12,859	1.99%
Travel and training	19,800	19,000	(800)	-4.04%
Materials and supplies	28,570	28,620	50	0.18%
Purchased and contracted services	75,000	75,000	0	0.00%
Capital expense	2,785	2,785	0	0.00%
	126,155	125,405	(750)	-0.59%
	772,650	784,759	12,109	1.57%
TAX LEVY	**771,110**	**783,219**	**12,109**	**1.57%**

Full Time Positions	**6.0**	**6.0**	**-**
Part Time Hours	**610.0**	**610.0**	**-**

HUMAN RESOURCES: HEALTH & SAFETY

2018 OPERATING
BUDGET

Cost Centre 120-1210

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	95,972	97,791	1,819	1.89%
Benefits	24,547	25,069	522	2.13%
	120,519	122,860	2,341	1.94%
Travel and training	21,000	21,000	0	0.00%
	0	500	500	0.00%
Materials and supplies	665	665	0	0.00%
Maintenance and repairs	3,300	3,300	0	0.00%
	24,965	25,465	500	2.00%
	145,484	148,325	2,841	1.95%
TAX LEVY	**145,484**	**148,325**	**2,841**	**1.95%**

Full Time Positions	**1.0**	**1.0**	**-**
Part Time Hours	**-**	**-**	**-**

HUMAN RESOURCES: DISABILITY MANAGEMENT

2018 OPERATING
BUDGET

Cost Centre 120-1215

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	95,972	97,791	1,819	1.89%
Benefits	24,547	25,069	522	2.13%
	120,519	122,860	2,341	1.94%
Vehicle allowance, maintenance and repairs	0	250	250	0.00%
Materials and supplies	11,800	11,800	0	0.00%
Purchased and contracted services	105,090	105,090	0	0.00%
	116,890	117,140	250	0.21%
	237,409	240,000	2,591	1.09%
TAX LEVY	**237,409**	**240,000**	**2,591**	**1.09%**

Full Time Positions	**1.0**	**1.0**	**-**
Part Time Hours	**-**	**-**	**-**

HUMAN RESOURCES: CORPORATE RECRUITMENT & TRAINING

2018 OPERATING
BUDGET

Cost Centre 125-1250

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Travel and training	15,000	15,000	0	0.00%
Materials and supplies	1,150	1,150	0	0.00%
Purchased and contracted services	1,700	1,700	0	0.00%
	17,850	17,850	0	0.00%
	17,850	17,850	0	0.00%
TAX LEVY	**17,850**	**17,850**	**0**	**0.00%**

HUMAN RESOURCES: RETIREE BENEFITS

2018 OPERATING
BUDGET

Cost Centre 125-1260

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Benefits	327,800	502,800	175,000	53.39%
	327,800	502,800	175,000	53.39%
	327,800	502,800	175,000	53.39%
TAX LEVY	**327,800**	**502,800**	**175,000**	**53.39%**

HUMAN RESOURCES: EMPLOYEE ASSISTANCE PROGRAM

2018 OPERATING
BUDGET

Cost Centre 125-1265

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Purchased and contracted services	37,200	37,200	0	0.00%
	37,200	37,200	0	0.00%
	37,200	37,200	0	0.00%
TAX LEVY	**37,200**	**37,200**	**0**	**0.00%**

HUMAN RESOURCES: DISABLED PREMIUMS

2018 OPERATING
BUDGET

Cost Centre 125-1270

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Benefits	3,565	3,565	0	0.00%
	3,565	3,565	0	0.00%
	3,565	3,565	0	0.00%
TAX LEVY	**3,565**	**3,565**	**0**	**0.00%**

HUMAN RESOURCES: LEADERSHIP PERFORMANCE

2018 OPERATING
BUDGET

Cost Centre 125-1275

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Travel and training	2,550	2,550	0	0.00%
Purchased and contracted services	20,000	20,000	0	0.00%
	22,550	22,550	0	0.00%
	22,550	22,550	0	0.00%
TAX LEVY	**22,550**	**22,550**	**0**	**0.00%**

HUMAN RESOURCES: GENERAL HEALTH & SAFETY

2018 OPERATING
BUDGET

Cost Centre 125-1280

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Travel and training	10,000	10,000	0	0.00%
Materials and supplies	10,000	10,000	0	0.00%
Capital expense	10,000	10,000	0	0.00%
	30,000	30,000	0	0.00%
	30,000	30,000	0	0.00%
TAX LEVY	**30,000**	**30,000**	**0**	**0.00%**

HUMAN RESOURCES: ASBESTOS PROGRAM

2018 OPERATING
BUDGET

Cost Centre 125-1290

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Purchased and contracted services	50,000	50,000	0	0.00%
	50,000	50,000	0	0.00%
	50,000	50,000	0	0.00%
TAX LEVY	**50,000**	**50,000**	**0**	**0.00%**

THE CORPORATION OF THE CITY OF SAULT STE MARIE

2018 OPERATING BUDGET

PUBLIC WORKS AND ENGINEERING SERVICES

PW OPERATIONS

Public Works is divided into 6 Divisions. The areas of responsibility include 24-hour service, 7 days per week on winter control along with seasonal construction work during our summer months. It also encompasses the City Landfill and Household Hazardous Waste Site.

Administration

- Provides administration for union and non- union employees including salaries, benefits along with WSIB. Health and safety responsibilities including worker training is included in this division.

Works

- Maintenance of all roadways including sidewalks and underground infrastructure such as sanitary and storm sewers in addition to stormwater management ponds, ditches and culverts.

Buildings and Equipment

- Maintains $16 million in related buildings and infrastructure
- Service and repair of $28 million in equipment

Parks

- Provides the care and maintenance of 6 major parks, 75 neighborhood parks, forestry, and horticulture

Traffic & Communication

- Maintains 80 signalized intersections
- 350 km of line painting
- 22,000 signs
- This Division also manages the carpentry team

Waste Management

- Oversees the environmentally safe disposal and recycling of approximately 70,000 tonnes of municipal waste annually
- Administers the contracts for refuse collection, recycling and household hazardous waste
- This area now includes the staff responsible for reducing the corporate carbon footprint in the areas of fleet and waste management, municipal operations, and public and employee awareness.

ENGINEERING

Engineering Design & Construction

- This cost centre includes professional engineers and technical staff.
- The Division provides design, contract administration, grant funding applications, procurement and technical services for capital and miscellaneous construction including servicing records, materials and CCTV inspection, and GIS services.
- Administers wastewater transmission, flow metering and treatment operations.
- Administers land development, subdivision and drainage matters.
- Provides traffic engineering services and recommendations; procures expert opinions/studies on traffic and signalization matters.
- Ground and surface water monitoring, utility and engineering matters related to solid waste disposal and the Landfill.
- Engineering drawings, surveying and technical support for other departments, and assists developers, builders and the general public regarding municipal services and infrastructure.
- Liaises with utilities, government and regulatory authorities

Building Services

- Building Services is responsible for property maintenance including HVAC systems, security, caretaking and janitorial services for the Civic Centre and Ontario Works buildings, and management of the corporate telephone system.

Administration

- This cost centre includes an Office Supervisor and Administrative Support Clerk and provides all confidential and administrative support for the Engineering Division.

CITY OF SAULT STE MARIE
PUBLIC WORKS AND ENGINEERING
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	2,605,615	2,257,848	(347,767)	-13.35%
Government grants (including OMPF)	616,000	757,000	141,000	22.89%
Contribution from own funds	40,500	40,500	0	0.00%
Other income	18,500	18,500	0	0.00%
	3,280,615	3,073,848	(206,767)	-6.30%
EXPENDITURES				
Salaries	16,414,080	16,689,157	275,077	1.68%
Benefits	4,869,099	4,928,751	59,652	1.23%
	21,283,179	21,617,907	334,729	1.57%
Travel and training	82,840	90,040	7,200	8.69%
Vehicle allowance, maintenance and repairs	2,386,729	2,386,730	1	0.00%
Utilities and Fuel	6,387,820	6,793,307	405,487	6.35%
Materials and supplies	3,666,655	3,696,480	29,825	0.81%
Maintenance and repairs	257,500	264,500	7,000	2.72%
Taxes and licenses	82,715	82,715	0	0.00%
Financial expenses	2,000	2,000	0	0.00%
Purchased and contracted services	6,828,832	6,891,052	62,220	0.91%
Transfer to own funds	1,992,003	2,866,745	874,742	43.91%
Capital expense	50,000	50,000	0	0.00%
Less: recoverable costs	(220,130)	(220,130)	0	0.00%
	21,516,964	22,903,439	1,386,475	6.44%
	42,800,143	44,521,346	1,721,204	4.02%
TAX LEVY	**39,519,528**	**41,447,498**	**1,927,971**	**4.88%**

CITY OF SAULT STE MARIE
PUBLIC WORKS
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	2,593,465	2,248,048	(345,417)	-13.32%
Government grants (including OMPF)	575,000	717,000	142,000	24.70%
Contribution from own funds	40,500	40,500	0	0.00%
Other income	18,500	18,500	0	0.00%
	3,227,465	3,024,048	(203,417)	-6.30%
EXPENDITURES				
Salaries	14,401,251	14,611,734	210,483	1.46%
Benefits	4,355,596	4,401,046	45,450	1.04%
	18,756,847	19,012,780	255,934	1.36%
Travel and training	78,040	78,040	0	0.00%
Vehicle allowance, maintenance and repairs	2,371,529	2,371,530	1	0.00%
Utilities and Fuel	1,354,640	1,614,627	259,987	19.19%
Materials and supplies	3,495,445	3,522,970	27,525	0.79%
Taxes and licenses	82,715	82,715	0	0.00%
Financial expenses	2,000	2,000	0	0.00%
Purchased and contracted services	3,265,082	3,278,082	13,000	0.40%
Transfer to own funds	1,472,003	1,526,745	54,742	3.72%
Capital expense	3,000	3,000	0	0.00%
Less: recoverable costs	(220,130)	(220,130)	0	0.00%
	11,904,324	12,259,579	355,255	2.98%
	30,661,171	31,272,359	611,189	1.99%
TAX LEVY	**27,433,706**	**28,248,311**	**814,606**	**2.97%**

PUBLIC WORKS : ADMINISTRATION

2018 OPERATING

Cost Centre 400-4012

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	735,270	748,942	13,672	1.86%
Benefits	840,143	843,462	3,319	0.40%
	1,575,413	1,592,404	16,991	1.08%
Travel and training	8,600	8,600	0	0.00%
Vehicle allowance, maintenance and repairs	20,300	20,300	0	0.00%
Materials and supplies	93,010	93,010	0	0.00%
Purchased and contracted services	25,000	25,000	0	0.00%
Capital expense	3,000	3,000	0	0.00%
	149,910	149,910	0	0.00%
	1,725,323	1,742,314	16,991	0.98%
TAX LEVY	**1,725,323**	**1,742,314**	**16,991**	**0.98%**
Full Time Positions	**9.0**	**9.0**	**-**	
Part Time Hours	**-**	**-**	**-**	

PUBLIC WORKS : WORKS-SUPERVISION/OVERHEAD

2018 OPERATING

Cost Centre 400-4014

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	2,356,858	2,386,396	29,538	1.25%
Benefits	591,361	596,427	5,066	0.86%
	2,948,219	2,982,823	34,604	1.17%
Travel and training	30,000	30,000	0	0.00%
Vehicle allowance, maintenance and repairs	55,000	55,000	0	0.00%
	85,000	85,000	0	0.00%
	3,033,219	3,067,823	34,604	1.14%
TAX LEVY	**3,033,219**	**3,067,823**	**34,604**	**1.14%**
Full Time Positions, all Works	**118.0**	**117.0**	**(1.0)**	
Part Time Hours	**6,100**	**6,100**	**-**	

PUBLIC WORKS : ROADWAYS

2018 OPERATING

Cost Centre 400-4000

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	1,199,293	1,226,339	27,046	2.26%
Benefits	321,530	330,661	9,131	2.84%
	1,520,823	1,556,999	36,176	2.38%
Vehicle allowance, maintenance and repairs	875,200	875,200	0	0.00%
Materials and supplies	849,260	858,260	9,000	1.06%
Purchased and contracted services	11,500	11,500	0	0.00%
Less: recoverable costs	(5,000)	(5,000)	0	0.00%
	1,730,960	1,739,960	9,000	0.52%
	3,251,783	3,296,959	45,176	1.39%
TAX LEVY	**3,251,783**	**3,296,959**	**45,176**	**1.39%**

PUBLIC WORKS : SIDEWALKS (INCLUDING WINTER CONTROL)

2018 OPERATING

Cost Centre 400-4008

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	407,954	417,155	9,201	2.26%
Benefits	109,373	112,478	3,105	2.84%
	517,327	529,633	12,306	2.38%
Vehicle allowance, maintenance and repairs	328,090	328,090	0	0.00%
Materials and supplies	89,562	89,562	0	0.00%
Purchased and contracted services	1,500	1,500	0	0.00%
	419,152	419,152	0	0.00%
	936,479	948,785	12,306	1.31%
TAX LEVY	**936,479**	**948,785**	**12,306**	**1.31%**

PUBLIC WORKS : WINTER CONTROL - ROADWAYS

2018 OPERATING
BUDGET

Cost Centre 400-4010

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	67,965	67,965	0	0.00%
	67,965	67,965	0	0.00%
EXPENDITURES				
Salaries	2,221,430	2,271,526	50,096	2.26%
Benefits	595,566	612,477	16,911	2.84%
	2,816,996	2,884,004	67,008	2.38%
Vehicle allowance, maintenance and repairs	2,413,238	2,436,287	23,049	0.96%
Materials and supplies	1,179,738	1,198,263	18,525	1.57%
Purchased and contracted services	10,000	10,000	0	0.00%
Less: recoverable costs	(40,000)	(40,000)	0	0.00%
	3,562,976	3,604,550	41,574	1.17%
	6,379,972	6,488,554	108,582	1.70%
TAX LEVY	**6,312,007**	**6,420,589**	**108,582**	**1.72%**

PUBLIC WORKS : SANITARY SEWERS

2018 OPERATING
BUDGET

Cost Centre 400-4020

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	17,500	35,083	17,583	100.47%
	17,500	35,083	17,583	100.47%
EXPENDITURES				
Salaries	771,895	788,816	16,921	2.19%
Benefits	220,257	212,683	(7,574)	-3.44%
	992,152	1,001,498	9,346	0.94%
Vehicle allowance, maintenance and repairs	403,210	403,210	0	0.00%
Utilities and Fuel	40,000	40,000	0	0.00%
Materials and supplies	377,390	377,390	0	0.00%
Purchased and contracted services	128,060	128,060	0	0.00%
	948,660	948,660	0	0.00%
	1,940,812	1,950,158	9,346	0.48%
TAX LEVY	**1,923,312**	**1,915,075**	**(8,237)**	**-0.43%**

PUBLIC WORKS : STORM SEWERS

2018 OPERATING
BUDGET

Cost Centre 400-4022

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE	0	45,000	45,000	0.00%
	0	45,000	45,000	0.00%
EXPENDITURES				
Salaries	246,362	251,762	5,400	2.19%
Benefits	70,298	67,881	(2,417)	-3.44%
	316,660	319,643	2,983	0.94%
Vehicle allowance, maintenance and repairs	151,750	151,750	0	0.00%
Utilities and Fuel	1,000	1,000	0	0.00%
Materials and supplies	94,000	94,000	0	0.00%
Purchased and contracted services	500	500	0	0.00%
	247,250	247,250	0	0.00%
	563,910	566,893	2,983	0.53%
	536,563	**563,910**	**27,347**	**5.10%**
TAX LEVY	**563,910**	**521,893**	**(42,017)**	**-7.45%**

PUBLIC WORKS : TRAFFIC

2018 OPERATING
BUDGET

Cost Centre 400-4004

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	835,308	767,877	(67,431)	-8.07%
Benefits	213,040	199,757	(13,283)	-6.24%
	1,048,348	967,634	(80,714)	-7.70%
Travel and training	10,140	10,140	0	0.00%
Vehicle allowance, maintenance and repairs	109,640	109,640	0	0.00%
Utilities and Fuel	69,500	119,500	50,000	71.94%
Materials and supplies	224,310	224,310	0	0.00%
Purchased and contracted services	241,400	254,400	13,000	5.39%
	654,990	717,990	63,000	9.62%
	1,703,338	1,685,624	(17,714)	-1.04%
TAX LEVY	**1,703,338**	**1,685,624**	**(17,714)**	**-1.04%**

Full Time Positions, all Works	**12.0**	**11.0**	**(1.0)**	
Part Time Hours	**1,820**	**-**	**(1,820.0)**	

PUBLIC WORKS : CARPENTRY

2018 OPERATING
BUDGET

Cost Centre 400-4016

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	554,600	565,330	10,730	1.93%
Benefits	143,549	146,789	3,241	2.26%
	698,149	712,119	13,970	2.00%
Travel and training	4,230	4,230	0	0.00%
Vehicle allowance, maintenance and repairs	15,490	15,490	0	0.00%
Materials and supplies	19,780	19,780	0	0.00%
Less: recoverable costs	(135,130)	(135,130)	0	0.00%
	(95,630)	(95,630)	0	0.00%
	602,519	616,489	13,970	2.32%
TAX LEVY	**602,519**	**616,489**	**13,970**	**2.32%**
Full Time Positions	**8.0**	**8.0**	**-**	
Part Time Hours	**-**	**-**	**-**	

PUBLIC WORKS : BUILDINGS AND EQUIPMENT

2018 OPERATING
BUDGET

Cost Centre 400-4018

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	1,953,086	1,991,625	38,539	1.97%
Benefits	506,734	519,789	13,055	2.58%
	2,459,820	2,511,414	51,594	2.10%
Travel and training	12,600	12,600	0	0.00%
Vehicle allowance, maintenance and repairs	(3,060,939)	(3,083,987)	(23,048)	0.75%
Utilities and Fuel	1,138,140	1,335,427	197,287	17.33%
Materials and supplies	161,220	161,220	0	0.00%
Purchased and contracted services	146,865	146,865	0	0.00%
Transfer to own funds	1,134,830	1,134,830	0	0.00%
	(467,284)	(293,045)	174,239	-37.29%
	1,992,536	2,218,369	225,833	11.33%
TAX LEVY	**1,992,536**	**2,218,369**	**225,833**	**11.33%**

Full Time Positions	**31.0**	**31.0**	**-**
Part Time Hours	**-**	**-**	**-**

PUBLIC WORKS : WASTE MANAGEMENT

2018 OPERATING
BUDGET

Cost Centre 400-4040

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	2,508,000	2,100,000	(408,000)	-16.27%
Government grants (including OMPF)	575,000	717,000	142,000	24.70%
Contribution from own funds	40,500	40,500	0	0.00%
Other income	18,500	18,500	0	0.00%
	3,142,000	2,876,000	(266,000)	-8.47%
EXPENDITURES				
Salaries	1,168,053	1,184,888	16,835	9.67%
Benefits	302,018	305,615	3,597	9.25%
	1,470,071	1,490,503	20,432	9.58%
Travel and training	9,000	9,000	0	0.00%
Vehicle allowance, maintenance and repairs	757,680	757,680	0	0.00%
Utilities and Fuel	44,300	57,000	12,700	28.67%
Materials and supplies	140,485	140,485	0	0.00%
Taxes and licenses	82,715	82,715	0	0.00%
Financial expenses	2,000	2,000	0	0.00%
Purchased and contracted services	2,545,697	2,545,697	0	0.00%
Transfer to own funds	337,173	391,915	54,742	16.24%
	3,919,050	3,986,492	67,442	1.76%
	5,389,121	5,476,995	87,874	3.81%
TAX LEVY	**2,247,121**	**2,600,995**	**353,874**	**15.75%**
Full Time Positions	**17.0**	**17.0**	**-**	
Part Time Hours	**610.0**	**1,220.0**	**610.0**	

PUBLIC WORKS AND TRANSPORTATION: PARKS

2018 OPERATING
BUDGET

Cost Centre 400-4400

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	1,951,142	2,011,079	59,937	3.07%
Benefits	441,726	453,027	11,301	2.56%
	2,392,868	2,464,106	71,238	2.98%
Travel and training	3,470	3,470	0	0.00%
Vehicle allowance, maintenance and repairs	302,870	302,870	0	0.00%
Utilities and Fuel	61,700	61,700	0	0.00%
Materials and supplies	266,690	266,690	0	0.00%
Purchased and contracted services	154,560	154,560	0	0.00%
Less: recoverable costs	(40,000)	(40,000)	0	0.00%
	749,290	749,290	0	0.00%
	3,142,158	3,213,396	71,238	2.27%
TAX LEVY	**3,142,158**	**3,213,396**	**71,238**	**2.27%**

Full Time Positions	**24.0**	**24.0**	**-**
Part Time Hours	**34,680.0**	**34,680.0**	**-**

ENGINEERING

2018 OPERATING
BUDGET

Cost Centres:

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	12,150	9,800	(2,350)	-19.34%
Government grants (including OMPF)	41,000	40,000	(1,000)	-2.44%
	53,150	49,800	(3,350)	-6.30%
EXPENDITURES				
Salaries	2,012,829	2,077,423	64,594	3.21%
Benefits	513,503	527,705	14,202	2.77%
	2,526,332	2,605,127	78,795	3.12%
Travel and training	4,800	12,000	7,200	150.00%
Vehicle allowance, maintenance and repairs	15,200	15,200	0	0.00%
Utilities and Fuel	5,033,180	5,178,680	145,500	2.89%
Materials and supplies	171,210	173,510	2,300	1.34%
Maintenance and repairs	257,500	264,500	7,000	2.72%
Purchased and contracted services	3,563,750	3,612,970	49,220	1.38%
Transfer to own funds	520,000	1,340,000	820,000	157.69%
Capital expense	47,000	47,000	0	0.00%
	9,612,640	10,643,860	1,031,220	10.73%
	12,138,972	13,248,987	1,110,015	9.14%
TAX LEVY	**12,085,822**	**13,199,187**	**1,113,365**	**9.21%**

ENGINEERING - ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 300-3000

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	12,150	9,800	(2,350)	-19.34%
Government grants (including OMPF)	41,000	40,000	(1,000)	-2.44%
	53,150	49,800	(3,350)	-6.30%
EXPENDITURES				
Salaries	248,818	139,505	(109,313)	-43.93%
Benefits	74,623	46,520	(28,103)	-37.66%
	323,441	186,025	(137,416)	-42.49%
Travel and training	4,800	12,000	7,200	150.00%
Vehicle allowance, maintenance and repairs	200	200	0	0.00%
Materials and supplies	34,540	35,840	1,300	3.76%
Purchased and contracted services	300	300	0	0.00%
Capital expense	2,500	2,500	0	0.00%
	42,340	50,840	8,500	20.08%
	365,781	236,865	(128,916)	-35.24%
TAX LEVY	**312,631**	**187,065**	**(125,566)**	**-40.16%**

Full Time Positions	**3.0**	**2.0**	**(1.0)**
Part Time Hours	**-**	**610**	**610.0**

ENGINEERING - DESIGN

2018 OPERATING
BUDGET

Cost Centres: 300-3002

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	1,252,490	1,438,409	185,919	14.84%
Benefits	306,199	348,509	42,310	13.82%
	1,558,689	1,786,918	228,229	14.64%
Vehicle allowance, maintenance and repairs	15,000	15,000	0	0.00%
Utilities and Fuel	30,000	20,500	(9,500)	-31.67%
Materials and supplies	30,570	31,570	1,000	3.27%
Transfer to own funds	40,000	40,000	0	0.00%
Capital expense	41,500	41,500	0	0.00%
	157,070	148,570	(8,500)	-5.41%
	1,715,759	1,935,488	219,729	12.81%
TAX LEVY	**1,715,759**	**1,935,488**	**219,729**	**12.81%**
Full Time Positions	**16.0**	**18.0**	**2.0**	
Part Time Hours	**1,220**	**3,050**	**1,830.0**	

ENGINEERING : BUILDING SERVICES

2018 OPERATING

Cost Centres: 300-3040
300-3042
300-3044
300-3048

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	511,521	499,509	(12,012)	-2.35%
Benefits	132,681	132,676	(5)	0.00%
	644,202	632,185	(12,017)	-1.87%
Utilities and Fuel	362,400	362,400	0	0.00%
Materials and supplies	56,100	56,100	0	0.00%
Maintenance and repairs	217,500	219,500	2,000	0.92%
Purchased and contracted services	141,000	141,000	0	0.00%
Capital expense	3,000	3,000	0	0.00%
	780,000	782,000	2,000	0.26%
	1,424,202	1,414,185	(10,017)	-0.70%
TAX LEVY	**1,424,202**	**1,414,185**	**(10,017)**	**-0.70%**

Full Time Positions	**9.0**	**9.0**	**-**
Part Time Hours	**3,861**	**3,861**	**-**

ENGINEERING : OTHER - FIRE HYDRANTS

2018 OPERATING

Cost Centres: 310-3100

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Utilities and Fuel	975,000	1,060,000	85,000	8.72%
	975,000	1,060,000	85,000	8.72%
	975,000	1,060,000	85,000	8.72%
TAX LEVY	**975,000**	**1,060,000**	**85,000**	**8.72%**

ENGINEERING : OTHER - STREETLIGHTS

2018 OPERATING
BUDGET

Cost Centres: 310-3105

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Utilities and Fuel	1,885,780	1,915,780	30,000	1.59%
	1,885,780	1,915,780	30,000	1.59%
	1,885,780	1,915,780	30,000	1.59%
TAX LEVY	**1,885,780**	**1,915,780**	**30,000**	**1.59%**

ENGINEERING : OTHER - SEWAGE DISPOSAL SYSTEM

2018 OPERATING
BUDGET

Cost Centres: 310-3110

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Utilities and Fuel	1,780,000	1,820,000	40,000	2.25%
Materials and supplies	50,000	50,000	0	0.00%
Maintenance and repairs	40,000	45,000	5,000	12.50%
Purchased and contracted services	3,422,450	3,471,670	49,220	1.44%
	5,292,450	5,386,670	94,220	1.78%
	5,292,450	5,386,670	94,220	1.78%
TAX LEVY	**5,292,450**	**5,386,670**	**94,220**	**1.78%**

ENGINEERING : OTHER - MISCELLANEOUS CONSTRUCTION

2018 OPERATING
BUDGET

Cost Centres: 310-3214

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Transfer to own funds	480,000	1,300,000	820,000	170.83%
	480,000	1,300,000	820,000	170.83%
	480,000	1,300,000	820,000	170.83%
TAX LEVY	**480,000**	**1,300,000**	**820,000**	**170.83%**

THE CORPORATION OF THE CITY OF SAULT STE MARIE

2018 OPERATING BUDGET

COMMUNITY DEVELOPMENT AND ENTERPRISE SERVICES

Community Development and Enterprise Services is newly comprised and consists of approximately one hundred and forty six (146) full time employees and two hundred and fifty three (253) part time employees.

Planning and Enterprise Services Division

The Planning and Enterprise Services Division coordinates the approval process and makes recommendation to Council on Provincial legislation and development applications (Official Plan amendments, rezoning, subdivision and condominium approvals and site plan agreements) with respect to land use planning within the City. Planning staff are responsible to review the City's Official Plan and Zoning By-law; provide administrative and technical support to the Committee of Adjustment; assist developers and investors with information, location and site design requirements and work with the economic development organizations to promote community development. The Planning Department also undertakes major community development projects such as the Downtown Development Initiative, Canal District Neighbourhood Plan, Rental Housing Incentive Program and Hub Trail and Master Cycling Plan implementation.

Building Division

The Building Division includes the Chief Building Official, 9 Inspection and Plans Examination staff and an Administrative Clerk. The construction value for 2017 reached $85,787,542 to the end of September which is $29,859,939 higher than last year at this time. The number of issued permits have surpassed that of 2016 and totaled 1317. Projections for 2018 are higher, anticipating a sustainable value greater than 2017.

Demand for inspection services remains consistent at 4,809 site visits ending September 2017 with 1,664 permits finalized, an increase of 120 more than last year at this time. Open permits requiring finalization are at 5,835.

Anticipated revenue for 2018 is $1,180,699 based on the remaining reserve of $277,093 and a 0.5% growth rate. We expect to meet our anticipated expenditures for 2018 and continue to operate as a self-sustaining business unit as required by the Ontario Building Code Act.

The City currently employs 1 full time By-law Enforcement Inspector. With the introduction of a new sign by-law, additional review of subdivision drainage, rat abatement program, the request for additional enforcement is under review.

Ending September 2017 our By-law Enforcement has logged 637 new complaints resulting in over a minimum of 1,274 inspections. It is anticipated that number will be similar for 2018. The Yard By-law continues to be actively enforced with all associated costs for clean-up and demolition, recoverable through municipal taxes. Tenders ending September 2017

totaled $7,317.50 , and it is anticipated that 2018 will be similar. An administrative fee of 15% has been added to all recoverable tenders issued in 2017.

By-Law Enforcement has been added to the Permit Tracking System in 2017 and system users are able to view progress and attachments such as photos of each logged complaint.

Community Services Department

Recreation and Culture Division

Recreation & Culture includes:

1. Seniors Services: Senior Drop-In Centre and the Steelton Seniors Centre which moved to the Northern Community Centre
2. Roberta Bondar Park & Marina, Bellevue Marina
3. Ermatinger-Clergue National Historic Site and Discovery Centre; and staff liaison to the Historic Sites Board
4. Scheduling of sport fields and green space, special events coordination, including Canada Day festivities
5. Cruise Ship & Port Security
6. Staff liaison to: Cultural Advisory Board, Municipal Heritage Committee, Parks & Recreation Advisory Committee, Mayor's Youth Advisory Council, Best for Kids Committee, St. Mary's River Marine Heritage Centre, and Museum Management Board.
7. Implementation of the Parks & Recreation Master Plan, as well as working with community partners on capital projects such as a splash pad in 2018.

Essar Centre Division

The Essar Centre is a state-of-the-art sports and entertainment centre and home to the Soo Greyhounds Hockey Club of the Ontario Hockey League. The venue is also used for adult hockey, youth hockey, figure skating, and a walking exercise program.

The Essar Centre has a significant economic impact on the local economy as major concert and sporting events contribute to additional retail, restaurant and lodging sales.

Community Centres Division

Community Centres operates the following facilities:

1. Northern Community Centre
2. John Rhodes Community Centre
3. W.J. McMeeken Centre
4. V.E. Greco Pool
5. Peter G. Manzo Pool
6. Locks operations in coordination with Parks Canada

Revenues are generated through user fees at the various facilities. In addition, profits generated from food and beverage services help offset other facility operating costs

Transit Division

Transit provides operations of both conventional buses and para bus service, seven days per week, and manages ten City parking lots, three hundred parking meters and nineteen pay & displays. The Transit Division also manages the crossing guard program for the City of Sault Ste Marie.

Cemeteries Division

The City manages four cemeteries, which includes mausoleums, columbaria and a cremation facility. The cemetery grounds encompass over 132 acres of land requiring maintenance and care.

Day Care Division

The closure of the Jessie Irving Children's Centre has been completed. That property and the Maycourt property are expected to be on the real estate market by the end of 2017, which will be the last step in the closure of municipal day cares.

CITY OF SAULT STE MARIE
COMMNUNITY DEVELOPMENT & ENTERPRISE SERVICES
Budget Summary

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	9,443,241	9,045,360	(397,881)	-4.21%
Government grants (including OMPF)	1,445,400	1,445,400	0	0.00%
Contribution from own funds	97,560	75,000	(22,560)	-23.12%
Other income	39,920	47,000	7,080	17.74%
	11,026,121	10,612,760	(413,361)	-3.75%
EXPENDITURES				
Salaries	12,549,344	12,512,548	(36,796)	-0.29%
Benefits	3,053,372	3,010,132	(43,240)	-1.42%
	15,602,716	15,522,679	(80,037)	-0.51%
Travel and training	62,070	62,820	750	1.21%
Vehicle allowance, maintenance and repairs	654,405	653,460	(945)	-0.14%
Utilities and Fuel	2,935,545	2,977,755	42,210	1.44%
Materials and supplies	976,696	893,264	(83,432)	-8.54%
Maintenance and repairs	1,192,225	1,120,180	(72,045)	-6.04%
Program expenses	121,200	182,372	61,172	50.47%
Goods for resale	600,125	604,725	4,600	0.77%
Rents and leases	95,250	10,250	(85,000)	-89.24%
Taxes and licenses	171,050	170,750	(300)	-0.18%
Financial expenses	52,060	64,769	12,709	24.41%
Purchased and contracted services	519,293	970,627	451,334	86.91%
Grants to others	239,000	239,000	0	0.00%
Transfer to own funds	252,509	274,331	21,822	8.64%
Capital expense	55,660	51,535	(4,125)	-7.41%
	7,927,088	8,275,838	348,750	4.40%
	23,529,804	23,798,518	268,714	1.14%
TAX LEVY	**12,503,683**	**13,185,758**	**682,075**	**5.45%**

COMMUNITY SERVICES DEPARMENT

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	8,231,132	7,754,079	(477,053)	-5.80%
Government grants (including OMPF)	1,445,400	1,445,400	0	0.00%
Contribution from own funds	75,000	75,000	0	0.00%
Other income	39,920	47,000	7,080	17.74%
	9,791,452	9,321,479	(469,973)	-4.80%
EXPENDITURES				
Salaries	11,154,059	11,066,438	(87,621)	-0.79%
Benefits	2,701,117	2,646,194	(54,923)	-2.03%
	13,855,176	13,712,632	(142,544)	-1.03%
Travel and training	38,980	39,730	750	1.92%
Vehicle allowance, maintenance and repairs	645,405	644,760	(645)	-0.10%
Utilities and Fuel	2,923,245	2,965,455	42,210	1.44%
Materials and supplies	879,442	796,010	(83,432)	-9.49%
Maintenance and repairs	1,192,225	1,120,180	(72,045)	-6.04%
Program expenses	121,200	182,372	61,172	50.47%
Goods for resale	600,125	604,725	4,600	0.77%
Rents and leases	10,250	10,250	0	0.00%
Taxes and licenses	171,050	170,750	(300)	-0.18%
Financial expenses	51,560	64,269	12,709	24.65%
Purchased and contracted services	492,893	499,271	6,378	1.29%
Grants to others	239,000	239,000	0	0.00%
Transfer to own funds	252,509	221,509	(31,000)	-12.28%
Capital expense	53,160	49,035	(4,125)	-7.76%
	7,671,044	7,607,316	(63,728)	-0.83%
	21,526,220	21,319,948	(206,272)	-0.96%
TAX LEVY	**11,734,768**	**11,998,469**	**263,701**	**2.25%**

COMMUNITY SERVICES DEPARMENT: CENTRAL ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centre: 500-5000
500-5002

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	214,392	455,206	240,814	112.32%
Benefits	83,978	145,818	61,839	73.64%
	298,370	601,023	302,653	101.44%
Travel and training	8,985	8,985	0	0.00%
Vehicle allowance, maintenance and repairs	1,500	1,500	0	0.00%
Materials and supplies	20,345	22,025	1,680	8.26%
Maintenance and repairs	1,000		(1,000)	-100.00%
Financial expenses	1400		(1,400)	-100.00%
Purchased and contracted services	2,100	2,100	0	0.00%
Capital expense	740	740	0	0.00%
	36,070	35,350	(720)	-2.00%
	334,440	636,373	301,933	90.28%
TAX LEVY	**334,440**	**636,373**	**301,933**	**90.28%**
Full Time Positions	**5.0**	**6.0**	**1.0**	
Part Time Hours	**760.0**	**610.0**	**(150.0)**	

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 500-5010

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	61,190	64,584	3,394	5.55%
	61,190	64,584	3,394	5.55%
EXPENDITURES				
Salaries	359,931	371,091	11,160	3.10%
Benefits	74,928	77,144	2,216	2.96%
	434,859	448,236	13,377	3.08%
Vehicle allowance, maintenance and repairs	1,025	1,025	0	0.00%
Utilities and Fuel	525	300	(225)	-42.86%
Materials and supplies	3,900	3,900	0	0.00%
Purchased and contracted services	8,135	8,135	0	0.00%
Transfer to own funds	5,800	5,800	0	0.00%
	19,385	19,160	(225)	-1.16%
	454,244	467,396	13,152	2.90%
TAX LEVY	**393,054**	**402,812**	**9,758**	**2.48%**
Full Time Positions	**3.0**	**3.0**	**-**	
Part Time Hours	**6,800.0**	**6,800.0**	**-**	

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - SPORTS

2018 OPERATING
BUDGET

Cost Centres: 500-5012

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	7,320	7,840	520	7.10%
Benefits	643	669	26	4.05%
	7,963	8,509	546	6.86%
Materials and supplies	1,860	1,860	0	0.00%
Capital expense	4,575	4,575	0	0.00%
	6,435	6,435	0	0.00%
	14,398	14,944	546	3.79%
TAX LEVY	**14,398**	**14,944**	**546**	**3.79%**
Full Time Positions	**-**	**-**	**-**	
Part Time Hours	**610.0**	**610.0**	**-**	

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - CANADA DAY

2018 OPERATING
BUDGET

Cost Centres: 500-5017

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
Other income	10,000	10,000	0	0.00%
	10,000	10,000	0	0.00%
EXPENDITURES				
Materials and supplies	20,000	20,000	0	0.00%
	20,000	20,000	0	0.00%
	20,000	20,000	0	0.00%
TAX LEVY	**10,000**	**10,000**	**0**	**0.00%**

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - YOUTH ADVISORY

2018 OPERATING BUDGET

Cost Centres: 500-5018

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Materials and supplies	27,500	27,500	0	0.00%
	27,500	27,500	0	0.00%
	27,500	27,500	0	0.00%
TAX LEVY	**27,500**	**27,500**	**0**	**0.00%**

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COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - MISCELLANEOUS PROGRAMS

2018 OPERATING
BUDGET

Cost Centres: 500-5014

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	3,467	3,641	174	5.03%
Benefits	304	311	6	2.02%
	3,771	3,952	180	4.78%
Materials and supplies	3,510	3,510	0	0.00%
Purchased and contracted services	11,200	11,200	0	0.00%
Grants to others	2,000	2,000	0	0.00%
Capital expense	500	500	0	0.00%
	17,210	17,210	0	0.00%
	20,981	21,162	180	0.86%
TAX LEVY	**20,981**	**21,162**	**180**	**0.86%**

Full Time Positions	**-**	**-**	**-**
Part Time Hours	**225.0**	**225.0**	**-**

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - PARKS & RECREATION ADVISORY COMMITTEE

2018 OPERATING BUDGET

Cost Centres: 500-5020

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
EXPENDITURES				
Materials and supplies	2,465	2,465	0	0.00%
	2,465	2,465	0	0.00%
	2,465	2,465	0	0.00%
TAX LEVY	**2,465**	**2,465**	**0**	**0.00%**

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - ROBERTA BONDAR PARK

2018 OPERATING
BUDGET

Cost Centres: 500-5030
500-5032
500-5036

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	32,616	34,777	2,161	6.63%
	32,616	34,777	2,161	6.63%
EXPENDITURES				
Salaries	82,943	73,749	(9,194)	-11.09%
Benefits	7,311	6,291	(1,020)	-13.95%
	90,254	80,040	(10,214)	-11.32%
Utilities and Fuel	12,425	12,425	0	0.00%
Materials and supplies	9,450	9,355	(95)	-1.01%
Goods for resale	7,000	6,500	(500)	-7.14%
Financial expenses	100	100	0	0.00%
Purchased and contracted services	69,845	69,845	0	0.00%
Capital expense	2,800	2,800	0	0.00%
	101,620	101,025	(595)	-0.59%
	191,874	181,065	(10,809)	-5.63%
TAX LEVY	**159,258**	**146,288**	**(12,970)**	**-8.14%**

Full Time Positions	**-**	**-**	**-**
Part Time Hours	**5,430.0**	**5,430.0**	**-**

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - BELLEVUE MARINA

2018 OPERATING

Cost Centres: 500-5040

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	173,275	174,902	1,627	0.94%
Other income	20	0	(20)	-100.00%
	173,295	174,902	1,607	0.93%
EXPENDITURES				
Salaries	33,459	35,840	2,381	7.12%
Benefits	2,938	3,057	119	4.07%
	36,397	38,897	2,500	6.87%
Vehicle allowance, maintenance and repairs	200	200	0	0.00%
Utilities and Fuel	12,350	12,850	500	4.05%
Materials and supplies	4,830	3,930	(900)	-18.63%
Maintenance and repairs	22,000	22,000	0	0.00%
Goods for resale	68,450	68,450	0	0.00%
Rents and leases	2,000	2,000	0	0.00%
Taxes and licenses	275	275	0	0.00%
Financial expenses	2,000	2,000	0	0.00%
Purchased and contracted services	9,200	9,600	400	4.35%
Capital expense	1,500	1,500	0	0.00%
	122,805	122,805	0	0.00%
	159,202	161,702	2,500	1.57%
TAX LEVY	**(14,093)**	**(13,200)**	**893**	**-6.34%**
Full Time Positions	**-**	**-**	**-**	
Part Time Hours	**2,720.0**	**2,720.0**	**-**	

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - BONDAR MARINA

2018 OPERATING
BUDGET

Cost Centres: 500-5050

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	70,505	87,012	16,507	23.41%
Other income	1,900	1,900	0	0.00%
	72,405	88,912	16,507	22.80%
EXPENDITURES				
Salaries	33,459	35,840	2,381	7.12%
Benefits	2,938	3,057	119	4.07%
	36,397	38,897	2,500	6.87%
Utilities and Fuel	14,000	14,000	0	0.00%
Materials and supplies	3,200	3,200	0	0.00%
Maintenance and repairs	11,700	11,700	0	0.00%
Goods for resale	42,000	41,800	(200)	-0.48%
Taxes and licenses	265	465	200	75.47%
Financial expenses	2,015	1,924	(91)	-4.49%
Purchased and contracted services	3,240	8,140	4,900	151.23%
Capital expense	500	500	0	0.00%
	76,920	81,729	4,809	6.25%
	113,317	120,627	7,310	6.45%
TAX LEVY	**40,912**	**31,715**	**(9,197)**	**-22.48%**

Full Time Positions	**-**	**-**	**-**
Part Time Hours	**2,720.0**	**2,720.0**	**-**

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - LOCKS OPERATIONS

2018 OPERATING
BUDGET

Cost Centres: 500-5060

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	84,150	87,422	3,272	3.89%
Benefits	17,399	17,934	535	3.07%
	101,549	105,355	3,806	3.75%
Materials and supplies	(62,305)	(62,305)	0	0.00%
Capital expense	1,000	1,000	0	0.00%
	(61,305)	(61,305)	0	0.00%
	40,244	44,050	3,806	9.46%
TAX LEVY	**40,244**	**44,050**	**3,806**	**9.46%**
Full Time Positions	**1.0**	**1.0**	**-**	
Part Time Hours	**1,810.0**	**1,810.0**	**-**	

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - SENIOR CITIZEN DROP IN CENTRE

2018 OPERATING BUDGET

Cost Centres: 500-5070

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	63,500	63,670	170	0.27%
Government grants (including OMPF)	42,700	42,700	0	0.00%
	106,200	106,370	170	0.16%
EXPENDITURES				
Salaries	227,281	255,202	27,921	12.28%
Benefits	42,786	43,742	956	2.23%
	270,067	298,945	28,877	10.69%
Vehicle allowance, maintenance and repairs	600	600	0	0.00%
Utilities and Fuel	28,700	28,700	0	0.00%
Materials and supplies	52,035	52,035	0	0.00%
Maintenance and repairs	29,250	29,250	0	0.00%
Rents and leases	8,250	8,250	0	0.00%
Financial expenses	250	250	0	0.00%
Purchased and contracted services	4,000	4,000	0	0.00%
Capital expense	2,000	2,000	0	0.00%
	125,085	125,085	0	0.00%
	395,152	424,030	28,877	7.31%
TAX LEVY	**288,952**	**317,660**	**28,707**	**9.93%**
Full Time Positions	**1.7**	**1.7**	**-**	
Part Time Hours	**7,150.0**	**5,930.0**	**(1,220.0)**	

COMMUNITY SERVICES DEPARMENT: RECREATION & CULTURE - STEELTON SENIOR CENTRE

2018 OPERATING
BUDGET

Cost Centres: 500-5072

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	19,500	21,000	1,500	7.69%
Government grants (including OMPF)	42,700	42,700	0	0.00%
	62,200	63,700	1,500	2.41%
EXPENDITURES				
Salaries	139,881	129,841	(10,040)	-7.18%
Benefits	30,418	29,619	(799)	-2.63%
	170,299	159,460	(10,839)	-6.36%
Utilities and Fuel	18,090	17,750	(340)	-1.88%
Materials and supplies	13,870	14,090	220	1.59%
Maintenance and repairs	15,545	1,000	(14,545)	-93.57%
Financial expenses	70	70	0	0.00%
Purchased and contracted services	255	375	120	47.06%
Capital expense	2,500	2,500	0	0.00%
	50,330	35,785	(14,545)	-28.90%
	220,629	195,245	(25,384)	-11.51%
TAX LEVY	**158,429**	**131,545**	**(26,884)**	**-16.97%**
Full Time Positions	**1.3**	**1.3**	**-**	
Part Time Hours	**3,390.0**	**4,610.0**	**1,220.0**	

COMMUNITY SERVICES DEPARMENT:
HISTORIC SITES BOARD - ERMATINGER CLERGUE N. H. S.

2018 OPERATING
BUDGET

Cost Centres: 550-5550 550-5555
550-5551 550-5560

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	74,200	76,876	2,676	3.61%
Government grants (including OMPF)	18,780	18,780	0	0.00%
	92,980	95,656	2,676	2.88%
EXPENDITURES				
Salaries	233,630	240,700	7,070	3.03%
Benefits	47,627	48,229	601	1.26%
	281,257	288,929	7,672	2.73%
Travel and training	1,450	1,450	0	0.00%
Vehicle allowance, maintenance and repairs	100	100	0	0.00%
Utilities and Fuel	34,000	34,000	0	0.00%
Materials and supplies	29,725	29,925	200	0.67%
Maintenance and repairs	18,045	18,045	0	0.00%
Goods for resale	6,000	6,000	0	0.00%
Financial expenses	950	950	0	0.00%
Purchased and contracted services	9,350	9,150	(200)	-2.14%
Grants to others	12,000	12,000	0	0.00%
	111,620	111,620	0	0.00%
	392,877	400,549	7,672	1.95%
TAX LEVY	**299,897**	**304,893**	**4,996**	**1.67%**
Full Time Positions	**2.0**	**2.0**	**-**	
Part Time Hours	**6,330.0**	**5,870.0**	**(460.0)**	

COMMUNITY SERVICES DEPARMENT: FACILITY ADMINISTRATION

2018 OPERATING
BUDGET

Cost Centres: 500-5100

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	24,000	24,000	0	0.00%
	24,000	24,000	0	0.00%
EXPENDITURES				
Salaries	693,943	791,266	97,323	14.02%
Benefits	189,147	211,213	22,066	11.67%
	883,090	1,002,479	119,389	13.52%
Travel and training	3,000	3,000	0	0.00%
Vehicle allowance, maintenance and repairs	2,500	2,500	0	0.00%
Materials and supplies	30,125	26,475	(3,650)	-12.12%
Maintenance and repairs	11,000	11,000	0	0.00%
Purchased and contracted services	6,000	5,900	(100)	-1.67%
Transfer to own funds	15,000	15,000	0	0.00%
	67,625	63,875	(3,750)	-5.55%
	950,715	1,066,354	115,639	12.16%
TAX LEVY	**926,715**	**1,042,354**	**115,639**	**12.48%**

Full Time Positions	**10.0**	**10.0**	**-**
Part Time Hours			**-**

COMMUNITY SERVICES DEPARMENT: FACILITY SUMMER STUDENTS

2018 OPERATING
BUDGET

Cost Centres: 500-5103

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	29,280	31,360	2,080	7.10%
Benefits	2,568	2,675	107	4.15%
	31,848	34,035	2,187	6.87%
	31,848	34,035	2,187	6.87%
TAX LEVY	**31,848**	**34,035**	**2,187**	**6.87%**
Full Time Positions	**-**	**-**	**-**	
Part Time Hours	**2,440.0**	**2,440.0**	**-**	

COMMUNITY SERVICES DEPARMENT: JOHN RHODES CENTRE

2018 OPERATING BUDGET

Cost Centres: 500-5104, 500-5110, 500-5130, 500-5112, 500-5132, 500-5118, 500-5135, 500-5134

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	1,146,907	1,199,877	52,970	4.62%
Other income	8,000	8,000	0	0.00%
	1,154,907	1,207,877	52,970	4.59%
EXPENDITURES				
Salaries	1,146,329	1,269,021	122,692	10.70%
Benefits	230,628	201,656	(28,972)	-12.56%
	1,376,957	1,470,677	93,720	6.81%
Travel and training	1,500	1,250	(250)	-16.67%
Vehicle allowance, maintenance and repairs	445	350	(95)	-21.35%
Utilities and Fuel	692,250	702,885	10,635	1.54%
Materials and supplies	67,100	61,650	(5,450)	-8.12%
Maintenance and repairs	340,510	341,610	1,100	0.32%
Program expenses	1,500	1,220	(280)	-18.67%
Goods for resale	74,000	72,000	(2,000)	-2.70%
Financial expenses	9,600	9,040	(560)	-5.83%
Purchased and contracted services	7,000	4,100	(2,900)	-41.43%
Capital expense	6,100	5,900	(200)	-3.28%
	1,200,005	1,200,005	0	0.00%
	2,576,962	2,670,682	93,720	3.64%
TAX LEVY	**1,422,055**	**1,462,805**	**40,750**	**2.87%**
Full Time Positions	**8.0**	**8.0**	**-**	
Part Time Hours	**50,650.0**	**50,650.0**	**-**	

COMMUNITY SERVICES DEPARMENT: GRECO POOL

2018 OPERATING
BUDGET

Cost Centres: 500-5114

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	29,298	39,188	9,890	33.76%
Benefits	2,572	3,343	770	29.95%
	31,870	42,531	10,661	33.45%
Utilities and Fuel	6,305	6,305	0	0.00%
Materials and supplies	2,755	2,755	0	0.00%
Maintenance and repairs	4,625	4,625	0	0.00%
	13,685	13,685	0	0.00%
	45,555	56,216	10,661	23.40%
TAX LEVY	**45,555**	**56,216**	**10,661**	**23.40%**
Full Time Positions	**-**	**-**	**-**	
Part Time Hours	**2,260.0**	**2,584.0**	**324.0**	

COMMUNITY SERVICES DEPARMENT: MANZO POOL

2018 OPERATING
BUDGET

Cost Centres: 500-5116

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	10,429	15,709	5,280	50.63%
Benefits	916	1,340	424	46.34%
	11,345	17,049	5,704	50.28%
Utilities and Fuel	3,050	3,050	0	0.00%
Materials and supplies	1,500	1,500	0	0.00%
Maintenance and repairs	5,365	5,365	0	0.00%
	9,915	9,915	0	0.00%
	21,260	26,964	5,704	26.83%
TAX LEVY	**21,260**	**26,964**	**5,704**	**26.83%**
Full Time Positions	**-**	**-**	**-**	
Part Time Hours	**809.0**	**1,025.0**	**216.0**	

COMMUNITY SERVICES DEPARMENT: MCMEEKEN CENTRE

2018 OPERATING

Cost Centres: 500-5120
500-5122
500-5124

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	136,597	143,216	6,619	4.85%
Other Incom		350	350	0.00%
	136,597	143,566	6,969	5.10%
EXPENDITURES				
Salaries	125,742	133,926	8,184	6.51%
Benefits	21,202	22,134	931	4.39%
	146,944	156,060	9,116	6.20%
Utilities and Fuel	73,860	74,820	960	1.30%
Materials and supplies	1,420	1,660	240	16.90%
Maintenance and repairs	44,385	44,385	0	0.00%
Program expenses	700	12	(688)	-98.29%
Goods for resale	8,500	5,000	(3,500)	-41.18%
Financial expenses	300	300	0	0.00%
Purchased and contracted services	1,200	1,975	775	64.58%
	130,365	128,152	(2,213)	-1.70%
	277,309	284,212	6,903	2.49%
TAX LEVY	**140,712**	**140,646**	**(66)**	**-0.05%**

Full Time Positions	**1.0**	**1.0**	**-**
Part Time Hours	**3,508.0**	**3,508.0**	**-**

COMMUNITY SERVICES DEPARMENT: ESSAR CENTRE

2018 OPERATING
BUDGET

Cost Centres: 500-5140, 500-5142, 500-5144, 500-5146, 500-5148

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	1,594,953	1,713,707	118,754	7.45%
Other income	19,000	25,750	6,750	35.53%
	1,613,953	1,739,457	125,504	7.78%
EXPENDITURES				
Salaries	753,836	835,877	82,041	10.88%
Benefits	93,775	97,094	3,318	3.54%
	847,611	932,970	85,359	10.07%
Utilities and Fuel	420,000	480,400	60,400	14.38%
Materials and supplies	87,100	59,150	(27,950)	-32.09%
Maintenance and repairs	282,000	235,000	(47,000)	-16.67%
Program expenses	119,000	181,140	62,140	52.22%
Goods for resale	320,000	330,800	10,800	3.38%
Financial expenses	25,850	43,450	17,600	68.09%
Purchased and contracted services	27,400	48,405	21,005	76.66%
Transfer to own funds	55,000	24,000	(31,000)	-56.36%
Capital expense	19,000	16,500	(2,500)	-13.16%
	1,355,350	1,418,845	63,495	4.68%
	2,202,961	2,351,815	148,854	6.76%
TAX LEVY	**589,008**	**612,358**	**23,350**	**3.96%**
Full Time Positions	**2.4**	**2.4**	**-**	
Part Time Hours	**45,953**	**45,953**	**-**	

COMMUNITY SERVICES DEPARMENT: NORTHERN COMMUNITY CENTRE

2018 OPERATING
BUDGET

Cost Centres: 500-5160
500-5162
500-5164

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	240,000	240,000	0	0.00%
	240,000	240,000	0	0.00%
EXPENDITURES				
Salaries	29,068	41,851	12,783	43.98%
Benefits	5,166	5,740	574	11.11%
	34,234	47,592	13,357	39.02%
Utilities and Fuel	89,350	89,350	0	0.00%
Materials and supplies	6,200	3,050	(3,150)	-50.81%
Maintenance and repairs	37,000	40,000	3,000	8.11%
Purchased and contracted services	3,500	4,000	500	14.29%
	136,050	136,400	350	0.26%
	170,284	183,992	13,707	8.05%
TAX LEVY	(69,716)	(56,008)	13,707	-19.66%

Full Time Positions	**0.2**	**0.2**	**-**
Part Time Hours	**1,175.0**	**1,175.0**	**-**

COMMUNITY SERVICES DEPARMENT: MISCELLANEOUS CONCESSIONS

2018 OPERATING
BUDGET

Cost Centres: 500-5150, 500-5154, 500-5151, 500-5155, 500-5152

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	142,550	145,445	2,895	2.03%
	142,550	145,445	2,895	2.03%
EXPENDITURES				
Salaries	84,595	94,967	10,372	12.26%
Benefits	7,427	8,101	673	9.06%
	92,022	103,067	11,045	12.00%
Materials and supplies	(34,529)	(41,310)	(6,781)	19.64%
Maintenance and repairs	400	400	0	0.00%
Goods for resale	74,175	74,175	0	0.00%
Financial expenses	800	460	(340)	-42.50%
Purchased and contracted services	2,000	1,500	(500)	-25.00%
Transfer to own funds	6,709	6,709	0	0.00%
Capital expense	1,000		(1,000)	-100.00%
	50,555	41,934	(8,621)	-17.05%
	142,577	145,001	2,424	1.70%
TAX LEVY	**27**	**(444)**	**(471)**	**-1715.29%**

Full Time Positions	**-**	**-**	**-**
Part Time Hours	**6,325.0**	**6,325.0**	**-**

COMMUNITY SERVICES DEPARTMENT: ACCESSIBILITY

2018 OPERATING
BUDGET

Cost Centre	600-6200	600-6420
	600-6205	600-6488
	600-6210	600-6500

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	100,807	96,302	(4,505)	-4.47%
Benefits	24,287	23,884	(403)	-1.66%
	125,094	120,186	(4,908)	-3.92%
Vehicle allowance, maintenance and repairs	200	150	(50)	-25.00%
Materials and supplies	92,100	91,235	(865)	-0.94%
Purchased and contracted services	6,400	6,700	300	4.69%
Capital expense		500	500	0.00%
	98,700	98,585	(115)	-0.12%
	223,794	218,771	(5,023)	-2.24%
TAX LEVY	**223,794**	**218,771**	**(5,023)**	**-2.24%**
Full Time Positions	**1.0**	**1.0**	**-**	
Part Time Hours	**1,220**	**610**	**(610.0)**	

COMMUNITY SERVICES DEPARMENT: DAYCARE

2018 OPERATING BUDGET

Cost Centres: 500-5170
500-5171
500-5172

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	582,715		(582,715)	-100.00%
	582,715	0	(582,715)	-100.00%
EXPENDITURES				
Salaries	706,853		(706,853)	-100.00%
Benefits	171,373		(171,373)	-100.00%
	878,226	0	(878,226)	-100.00%
Vehicle allowance, maintenance and repairs	500		(500)	-100.00%
Utilities and Fuel	26,720		(26,720)	-100.00%
Materials and supplies	44,195		(44,195)	-100.00%
Maintenance and repairs	13,550		(13,550)	-100.00%
Taxes and licenses	500		(500)	-100.00%
Financial expenses	500		(500)	-100.00%
Purchased and contracted services	20,700		(20,700)	-100.00%
Capital expense	925		(925)	-100.00%
	107,590	0	(107,590)	-100.00%
	985,816	0	(985,816)	-100.00%
TAX LEVY	**403,101**	**0**	**(403,101)**	**-100.00%**
Full Time Positions	**10.0**	**-**	**(10.0)**	
Part Time Hours	**5,582.0**	**-**	**(5,582.0)**	
		0		

CEMETERY

2018 OPERATING

Cost Centre 400-4300

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	857,294	883,526	26,232	3.06%
Contribution from own funds	75,000	75,000	0	0.00%
	932,294	958,526	26,232	2.81%
EXPENDITURES				
Salaries	634,069	645,591	11,522	1.82%
Benefits	155,543	157,233	1,690	1.09%
	789,612	802,823	13,211	1.67%
Travel and training	2,000	3,000	1,000	50.00%
Vehicle allowance, maintenance and repairs	48,100	48,100	0	0.00%
Utilities and Fuel	85,500	82,500	(3,000)	-3.51%
Materials and supplies	66,291	73,555	7,264	10.96%
Financial expenses	2,000	0	(2,000)	-100.00%
Purchased and contracted services	62,693	62,693	0	0.00%
Transfer to own funds	266,584	269,848	3,264	1.22%
	1056196	1072671.06	16475.06	0.015598487
	1,103,065	1,072,236	(30,829)	-2.79%
TAX LEVY	**123,902**	**114,145**	**(9,757)**	**-7.87%**

Full Time Positions	**9.0**	**9.0**	**-**
Part Time Hours	**10,980.0**	**10,980.0**	**-**

PUBLIC WORKS AND TRANSPORTATION: TRANSIT

2018 OPERATING
BUDGET

Cost Centre	400-4100	400-4106	400-4120
	400-4101	400-4107	400-4006
	400-4105	400-4110	

	2017	2018	$	%
			Change	Change
	BUDGET	BUDGET	(2017 to 2018)	(2017 to 2018)
REVENUE				
Fees and user charges	2,581,710	2,442,792	(138,918)	-5.38%
Government grants (including OMPF)	1,166,220	1,166,220	0	0.00%
Other income	1,000	1,000	0	0.00%
	3,748,930	3,610,012	(138,918)	-3.71%
EXPENDITURES				
Salaries	5,012,963	5,042,359	29,396	0.59%
Benefits	1,456,561	1,503,538	46,977	3.23%
	6,469,524	6,545,897	76,373	1.18%
Travel and training	22,045	22,045	0	0.00%
Vehicle allowance, maintenance and repairs	586,870	586,870	0	0.00%
Utilities and Fuel	1,394,360	1,394,360	0	0.00%
Materials and supplies	353,060	353,060	0	0.00%
Maintenance and repairs	234,410	234,410	0	0.00%
Taxes and licenses	131,965	131,965	0	0.00%
Financial expenses	4,000	4,000	0	0.00%
Purchased and contracted services	74,185	74,185	0	0.00%
Transfer to own funds	130,000	130,000	0	0.00%
Capital expense	8,020	8,020	0	0.00%
	2,938,915	2,938,915	0	0.00%
	9,408,439	9,484,812	76,373	0.81%
TAX LEVY	**5,659,509**	**5,874,800**	**215,291**	**3.80%**
Full Time Positions	**82.5**	**81.0**	**(1.5)**	
Part Time Hours	**8,436.0**	**9,710.0**	**1,274.0**	

PUBLIC WORKS AND TRANSPORTATION: PARKING

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	429,620	438,695	9,075	2.11%
	429,620	438,695	9,075	2.11%
EXPENDITURES				
Salaries	109,249	57,714	(51,535)	-47.17%
Benefits	28,680	14,256	(14,424)	-50.29%
	137,929	71,970	(65,959)	-47.82%
Vehicle allowance, maintenance and repairs	1,365	1,365	0	0.00%
Utilities and Fuel	11,760	11,760	0	0.00%
Materials and supplies	19,635	19,635	0	0.00%
Maintenance and repairs	121,440	121,390	(50)	-0.04%
Taxes and licenses	38,045	38,045	0	0.00%
Financial expenses	1,725	1,725	0	0.00%
Purchased and contracted services	164,490	167,268	2,778	1.69%
Transfer to own funds	40,000	40,000	0	0.00%
Capital expense	2,000	2,000	0	0.00%
	400,460	403,188	2,728	0.68%
	538,389	475,158	(63,231)	-11.74%
TAX LEVY	**108,769**	**36,463**	**(72,306)**	**-66.48%**
Full Time Positions	**2.0**	**1.0**	**(1.0)**	
Part Time Hours	**1,220.0**	**1,220**	**-**	

BUILDING DEPARTMENT

2016 OPERATING
BUDGET

Cost Centres:

Department	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	1,098,569	1,175,470	76,901	7.00%
Contribution from own funds	22,560		(22,560)	-100.00%
	1,121,129	1,175,470	54,340	4.85%
EXPENDITURES				
Salaries	845,578	860,365	14,787	1.75%
Benefits	211,974	215,973	3,999	1.89%
	1,057,552	1,076,338	18,786	1.78%
Travel and training	13,200	13,200	0	0.00%
Vehicle allowance, maintenance and repairs	8,500	8,500	0	0.00%
Utilities and Fuel	12,300	12,300	0	0.00%
Materials and supplies	78,459	78,459	0	0.00%
Rents and leases	85,000		(85,000)	-100.00%
Financial expenses	500	500	0	0.00%
Transfer to own funds		52822	52,822	0.00%
Capital expense	1,500	1,500	0	0.00%
	199,459	167,281	(32,178)	-16.13%
	1,257,011	1,243,619	(13,392)	-1.07%
TAX LEVY	**135,881**	**68,149**	**(67,732)**	**-49.85%**

BUILDING DEPARTMENT: BUILDING INSPECTION

2018 OPERATING
BUDGET

Cost Centres: 300-3020

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	1,098,569	1,175,470	76,901	7.00%
Contribution from own funds	22,560	0	(22,560)	-100.00%
	1,121,129	1,175,470	54,340	4.85%
EXPENDITURES				
Salaries	711,267	726,009	14,742	2.07%
Benefits	178,035	181,483	3,447	1.94%
	889,302	907,491	18,189	2.05%
Travel and training	11,500	11,500	0	0.00%
Vehicle allowance, maintenance and repairs	7,000	7,000	0	0.00%
Utilities and Fuel	10,000	10,000	0	0.00%
Materials and supplies	73,404	73,404	0	0.00%
Rents and leases	85,000	0	(85,000)	-100.00%
Financial expenses	500	500	0	0.00%
Transfer to own funds	0	52,822	52,822	0.00%
Capital expense	1,500	1,500	0	0.00%
	188,904	156,726	(32,178)	-17.03%
	1,078,206	1,064,217	(13,989)	-1.30%
TAX LEVY	**(42,923)**	**(111,253)**	**(68,329)**	**159.19%**

Full Time Positions	**10.0**	**10.0**	**-**
Part Time Hours	**1,220**	**1,220**	**-**

BUILDING DEPARTMENT: BY-LAW ENFORCEMENT

2018 OPERATING
BUDGET

Cost Centres: 300-3022

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
EXPENDITURES				
Salaries	134,311	134,357	46	0.03%
Benefits	33,939	34,490	552	1.63%
	168,250	168,847	597	0.36%
Travel and training	1,700	1,700	0	0.00%
Vehicle allowance, maintenance and repairs	1,500	1,500	0	0.00%
Utilities and Fuel	2,300	2,300	0	0.00%
Materials and supplies	5,055	5,055	0	0.00%
	10,555	10,555	0	0.00%
	178,805	179,402	597	0.33%
TAX LEVY	**178,805**	**179,402**	**597**	**0.33%**

Full Time Positions	**2.0**	**2.0**	**-**
Part Time Hours	**610.0**	**610.0**	**-**

PLANNING

2017 OPERATING
BUDGET

Cost Centres: 300-3030
300-3035
300-3038

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	113,540	115,811	2,271	2.00%
	113,540	115,811	2,271	2.00%
EXPENDITURES				
Salaries	549,707	585,745	36,038	6.56%
Benefits	140,281	147,964	7,683	5.48%
	689,988	733,709	43,721	6.34%
Travel and training	9,890	9,890	0	0.00%
Vehicle allowance, maintenance and repairs	500	200	(300)	-60.00%
Materials and supplies	18,795	18,795	0	0.00%
Purchased and contracted services	26,400	26,700	300	1.14%
Capital expense	1,000	1,000	0	0.00%
	56,585	56,585	0	0.00%
	746,573	790,294	43,721	5.86%
TAX LEVY	**633,033**	**674,483**	**41,450**	**6.55%**
Full Time Positions	**7.0**	**7.0**	**-**	
Part Time Hours	**1,220.0**	**1,220**	**-**	

LEVY BOARDS

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges				
	0	0	0	0.00%
EXPENDITURES				
Algoma Public Health	2,453,145	2,508,310	55,165	2.25%
Sault Ste. Marie District Social Service Administration Board	17,632,940	17,821,750	188,810	1.07%
Sault Ste. Marie Conserviation Authority	481,563	534,750	53,187	11.04%
	20,567,648	20,864,810	297,162	1.44%
TAX LEVY	**20,567,648**	**20,864,810**	**297,162**	**1.44%**

OUTSIDE AGENCIES & GRANTS TO OTHERS

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2016 to 2017)	% Change (2016 to 2017)
REVENUE				
Fees and User Charges	120,000	120,000	-	0.00%
Contribution from own funds	80,000	80,000	-	0.00%
	200,000	200,000	-	0.00%
EXPENDITURES				
Grants to others:				
Police Services Board	24,276,502	25,096,639	820,137	3.38%
Physician Recruitment	200,000	200,000	0	0.00%
Library Board	2,532,209	2,532,209	0	0.00%
Art Gallery of Algoma	280,785	280,785	0	0.00%
SSM Museum	181,091	181,091	0	0.00%
Bush Plane Museum	110,000	110,000	0	0.00%
Cultural Recognition	1,500	1,500	0	0.00%
Safe Communities	40,000	40,000	0	0.00%
Algoma University	40,000	40,000	0	0.00%
Pee Wee Arena	12,750	16,400	3,650	28.63%
Crimestoppers	25,000	25,000	0	0.00%
Other Sports	5,000	5,000	0	0.00%
Red Cross Grant	50,000	50,000	0	0.00%
Cultural Grant	53,900	53,900	0	0.00%
Economic Development Corporation	1,204,166	789,510	(414,656)	-34.44%
Destiny SSM	30,000	0	(30,000)	-100.00%
Development SSM	246,000	246,000	0	0.00%
Innovation Centre	277,890	277,890	0	0.00%
Tourist Promotion	168,655	168,655	0	0.00%
EDF Budget	500,000	500,000	0	0.00%
Total Grants to others	30,235,447	30,614,579	379,132	1.25%
Transfer to own funds	303,802	80,000	(223,802)	-73.67%
	30,539,250	30,694,579	155,329	.51%
TAX LEVY	**30,339,250**	**30,494,579**	**155,329**	**0.51%**

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Taxation (excluding levy)	2,427,500	2,177,500	(250,000)	-10.30%
Payment in Lieu of taxes	4,371,195	4,160,860	(210,335)	-4.81%
Fees and user charges	12,960,000	13,606,980	646,980	4.99%
Government grants (including OMPF)	15,335,000	14,335,000	(1,000,000)	-6.52%
Investment income	4,305,000	4,305,000	0	0.00%
Other income	1,350,000	1,400,000	50,000	3.70%
	40,748,695	39,985,340	(763,355)	-1.87%
EXPENDITURES				
Benefits	20,000	20,000	0	0.00%
	20,000	20,000	0	0.00%
Materials and supplies	290,295	301,930	11,635	4.01%
Purchased and contracted services	36,000	36,000	0	0.00%
Grants to others	479,360	479,360	0	0.00%
Transfer to own funds	11,151,435	10,099,592	(1,051,843)	-9.43%
	11,957,090	10,916,882	(1,040,208)	-8.70%
	11,977,090	10,936,882	(1,040,208)	-8.68%
TAX LEVY	**(28,771,605)**	**(29,048,458)**	**(276,853)**	**0.96%**

CAPITAL LEVY AND LONG TERM DEBT

2018 OPERATING
BUDGET

	2017 BUDGET	2018 BUDGET	$ Change (2017 to 2018)	% Change (2017 to 2018)
REVENUE				
Fees and user charges	350,000	350,000	0	0.00%
	350,000	350,000	0	0.00%
EXPENDITURES				
Long term debt	3,252,490	3,252,490	0	0.00%
Transfer to own funds	6,242,579	6,242,580	1	0.00%
	9,495,069	9,495,070	1	0.00%
	9,495,069	9,495,070	1	0.00%
TAX LEVY	**9,145,069**	**9,145,070**	**1**	**0.00%**

THE CORPORATION OF THE CITY OF SAULT STE MARIE
Supplementary Items to be approved by Council:
2018

DEPARTMENT:	ONE TIME COST	ON-GOING COST	IN-KIND SERVICES
Mayor & Council			
Increase to Council Special Funds for Community Development		5,000	
Federation of Canadian Municipalities membership-reinstate		11,050	
Community Development & Enterprise Services			
Planning: Addition of one junior planner to assist with work load and succession planning		75,000	
Corporate Services			
Human Resources: Customer Service Training for City Staff (resolution August 21,2017)	40,000		
Public Works & Engineering			
Reinstating Leaf & Yard Waste Collection in July & August (resolution October 23, 2017)		60,000	
Fire Services			
Fire Prevention & Public Education: Social Media/Contest costs to increase followers	3,000		
Outside Agencies			
Art Gallery		70,000	
Sault Ste. Marie Museum		68,909	
Bushplane Museum		65,000	
Sault Ste. Marie Public Library Board-budget amendment requested		100,000	
Financial Assistance Policy for Sustaining and Other Grants (new or additional requests)			
Fringe Festival	25,000		
Women in Crisis			585
	68,000	454,959	585

THE CORPORATION OF THE CITY OF SAULT STE MARIE
MANDATORY AND DISCRETIONARY SERVICES
2018 OPERATING BUDGET

	Mandatory	Discretionary	Total
Corporate Services	$ 8,042,085	$ 2,579,645	$ 10,621,730
Public Works and Engineering	$ 38,262,010	$ 4,959,345	$ 43,221,355
Community Services & Economic Development	$ 2,333,205	$ 21,465,315	$ 23,798,520
Fire Services	$ 13,474,770	$ -	$ 13,474,770
Legal	$ 1,130,000	$ 2,571,835	$ 3,701,835
Mayor Office & Council	$ 709,165	$ 25,000	$ 734,165
CAO's Office	$ 381,390	$ 250,010	$ 631,400
Corporate, Capital & Long Term Debt, including OMPF	$ 21,731,950		$ 21,731,950
Levy Boards	$ 20,864,810		$ 20,864,810
Local Board & Outside Agencies	$ 27,708,848	$ 2,985,722	$ 30,694,570
TOTAL	$ 134,638,233	$ 34,836,872	$ 169,475,105
	79.4%	20.6%	

CITY OF SAULT STE MARIE
CORPORATE SERVICES

SERVICE DESCRIPTION	OPERATING BUDGET	MANDATORY SERVICES LEGISLATIVE AUTHORITY		CURRENT LEVEL OF SERVICE	DISCRETIONARY SERVICES RAMIFICATIONS OF SERVICE DECREASE
Finance-Administration, Accounting, Payroll, Property Tax, Purchasing: budget preparation, annual audited financial statements, setting of tax policy including ratios and tax rates, billing and collection of property taxes, adjusting tax roll for changes to assessment roll as made under the Assessment Act, paying remuneration and expenses of Council and employees, cash management and forecasting, oversight of the procurement process, Capital Budget and Asset Management Plan	$ 5,224,400	Municipal Act	254(1), 270, 283(1), 283(2),284(1),288 (1), 288(2),289(1), 290(1),294, 294.1, 308(2), 312(2), 312(4), 331, 340(4)341(1), 343(1), 348(2), 346(1), 364(1), Part XIII	Minimum obligations under Municipal Act, based upon the current corporate service levels and number of assessed properties	N/A
		O. Reg 586/06 s. 20 By-law 2016-143 Federal Gas Tax Agreement Income Tax Act Employment Standards Cananda Revenue Agency Other Provincial/Federal Grant Agreements			
Finance-Information Technology: Software licenses and support agreements including GIS system, hardward maintenance agreements, communication infrastructure support, staff costs	$ 2,161,345	N/A			All corporate service areas are dependent upon information technology services. Level of service dependent upon level of corporate service delivery.
Clerks-Administration, Elections: preparation of Council agendas & minutes, safekeeping of Council & corporate records and management thereof, issue of marriage licenses, registration of deaths, cemetery and cremation sales, administration of municipal elections, lottery and business licensing	$ 1,146,385	Municipal Act		Minimum obligations under the Municipal Act based upon current corporate service levels	N/A
Clerks-Offices Services, Quality Improvement, Council Meeting Expenses, Walk of Fame, Receptions: supply of Council meeting meals, coordination of civic receptions and retirement events, administration of Corporate Strategic Plan, administration of quality improvement initiatives, corporate communication including policy development and media relations, internal mail service, printing/copying	$ 252,550	N/A			Impacts civic engagement, employee morale/appreciation, quality and cost effectiveness of service delivery
Human Resources-Employee Relations, Pension & Benefit Administration, Health & Saftey, WSIB Administration and return to work, Labour Relations, Recruitment & Training: Collecitve bargaining process, mandatory grievance and arbitration, ensuring compliance to mandatory standards and codes, administration of OMERs pension plan, manage WSIB health care and lost time claims, return to work and accomodations, occupational health and safety awareness and training	$ 1,671,300	Municipal Act	254(1), 464	Minimum obligations based upon current corporate service levels	
		MFIPPA Ontario Labour Relations Act Employment Standards Act Pay Equity Act Accessibility for Ontarians with Disabilities Act Income Tax Act Pension Benefits Act of Ontario OMERS System Workplace Safety Insurance Act Human Rights Code Ont. Reg 175/98 Section 15			
		Ontario Health & Saftey Act	O. Reg. 278/05, 297/13 Reg. 860		
Human Resources-Training, Claims Management, Employee Assistance Plan: leadership and corporate training, non-occupational sick leave claims management, WSIB claims appeal consultant, employee assistance plan	$ 165,750	N/A			Impacts employee morale, lack of skill development, negative impact on attraction and retention, succession planning challenges. Increased costs to corporation in management of absenteeism, sick leave and WSIB.
Total Mandatory	$ 8,042,085				
Total Discretionary	$ 2,579,645				
Total 2018 Preliminary Operating Budget	$ 10,621,730				

CITY OF SAULT STE MARIE
PUBLIC WORKS AND ENGINEERING

		MANDATORY SERVICES			DISCRETIONARY SERVICES
SERVICE DESCRIPTION	**OPERATING BUDGET**	**LEGISLATIVE AUTHORITY**		**CURRENT LEVEL OF SERVICE**	**RAMIFICATIONS OF SERVICE DECREASE**
Public Works-Administration: Health & Safety, processing of accounts payable and accounts receivable invoicing for department, time entry and processing, includes all employee overhead costs	$ 4,810,135	Ministry of Labour		Minimum Maintenance Standards-minimum requirement	N/A
		Construction Regulation Employment Standards Act	section 5		
Public Works-Traffic: intersection and line painting, maintenance of all regulatory signs, maintenance of all traffic signals, maintenance of railway crossings	$ 1,685,625	O. Reg. 239/02	MMS for Municipal Highways (2), (10), (11), (12), (13), (14)	Minimum Maintenance Standards-minimum requirement	N/A
		Grade Crossing Regulations (Nov 27/14) Grade Crossing Standards (July, 2014) Canadian Transportation Act			
Public Works-Carpentry: all carpentry work for City and related organizations	$ 616,490	N/A			
Public Works-Parks: maintenance of athletic parks and sports fields, passive parks and playgrounds, hub trail, tennis courts, day parks, outdoor rinks, horticulture/greenhouse	$ 3,213,400	N/A			Dependent upon service delivery requirements (number of parks, firelds etc) current budget reflects current requirements to meet standards
Public Works-Landfill: curbside collection of waste and recyclables, maintenance and operation of the landfill, collection and processing of leaf & yard compost, maintenance and operation of Landfill Gas Collection System	$ 4,997,670	Environmental Protection Act		Minimum based upon MOECC and EPA requirements	N/A
		City's Waste Management Plan MOECC Environmental Compliance Approval O. Reg. 101/94			
Multi-family wastd collection	$ 116,680	N/A			Service not required, current contract in place until 2020
Household Hazardous Waste	$ 179,600	N/A			Service provided since 2001. Operated under MOECC ECE, service can be provided by event days
Wood Chipping Contract	$ 99,560	N/A			Material used for landfill cover for biosolids and funded from sanitary sewer revenue. Risk of odour issues.
Environmental Initatives	$ 83,485				
Public Works-Winter Control Operations: plowing, sanding/salting of streets, snow removal, snow ditching and drainage, sweeping, winter potholes	$ 6,488,555	O. Reg. 239/02	MMS for Municipal Highways (3), (4), (5), (6)	Minimum Maintenance Standards-minimum requirement	N/A
Sidewalk plowing, sanding, sweeping	$ 650,130	N/A			Service level provided based upon City policy
Public Works-Summer/Construction: sidewalk and curb repair, ashpalt, ditching and culvert program, waste water	$ 6,112,665	O. Reg. 239/02	MMS for Municipal Highways (8), (16), (16.1)	Minimum Maintenance Standards-minimum requirement	
		Drainage Act By-law 2008-131 MOECC-Enviromental Compliance Approvals			
Buildings & Equipment: operation of mechanic and welding shop, stores and janitorial services	$ 2,218,370	Highway Traffic Act			N/A
		CVOR MTO CWB CSA Building Code Act Fire Code Fuel Safety Handling Act	Standard W47.1		

SERVICE DESCRIPTION	OPERATING BUDGET	MANDATORY SERVICES LEGISLATIVE AUTHORITY		CURRENT LEVEL OF SERVICE	DISCRETIONARY SERVICES RAMIFICATIONS OF SERVICE DECREASE
Engineering-Design: design, contract administration, inspections, surveying, support services, landfill monitoring, subdivision planning and agreements	$ 2,172,355	Infrastructure for Jobs and Properity Act 2015 A.O.	Ch. 15, Section 6	Minimum to meet requirement under legislation	N/A
		Public Transporation and Highway Improvement Act RSO 1990	Ch P 50, Section 21, O. Reg. 104/97		
		Environmental Protection Act Environmental Compliance Approval Certificate (ECA)			
		Canadian Environmental Protection Act	Sec 272 & 273		
		Waterwater Systems Effluent Regulation and Fisheries Act O. Reg. 675			
		Green Energy Act, 2009	Reg 397		
		Planning Act-Plans of Subdivision	O. Reg. 544/06		
		Municipal Act	O. Reg. 586		
Engineering-Building Services: Civic Centre and Ontario Works Buildings, Including maintenance and operational costs (utilities)	$ 1,414,185	Occupational Health & Safety Act		Minimum to meet requirement under legislation	N/A
Engineering-Fire Hydrants: maintenance and operations	$ 1,060,000	Fire Protection and Prevention Act Fire Code Safe Drinking Water Act	Part 8	Minimum to meet requirement under legislation	N/A
Engineering-Streetlights: operations, maintenance and capital	$ 1,915,780	Municipal Act	Reg. 239/02	Minimum to meet requirement under legislation	N/A
Engineering-Sewage Disposal: operations & maintenance	$ 5,386,670	Environment Protection Act Environmental Compliance Approval Certificate	reg. 347	Minimum to meet requirement under legislation	N/A

Total Mandatory	$	38,262,010
Total Discretionary	$	4,959,345
Total 2018 Preliminary Operating Budget	$	43,221,355

CITY OF SAULT STE MARIE
COMMUNITY SERVICES AND ECONOMIC DEVELOPMENT

			MANDATORY SERVICES			DISCRETIONARY SERVICES
SERVICE DESCRIPTION		**OPERATING BUDGET**	**LEGISLATIVE AUTHORITY**		**CURRENT LEVEL OF SERVICE**	**RAMIFICATIONS OF SERVICE DECREASE**
Building Inspection & Permits: enforcement of Building Code Act and by-law enforcement	$	1,243,620	Building Code Act, 1992 City By-laws Planning Act	Section 16	Minimum requirement under legislation	N/A
Planning: Official plan, zoning, community improvement plans, site control	$	790,295	Planning Act	sec. 24(1), 28(2), 36(2), 37(2), 41(2), 41(9.1), 41(9), 42(4), 51.1(2)	Minimum requirement under legislation	N/A
School Guards	$	299,290				
Parking:	$	475,160	N/A			Parking control to support businesses and residents
Cemetery Operations:	$	1,072,670	N/A			Impact operations for burial and aesthetics of cemetery grounds
Transit:	$	9,484,815	N/A			Ability of residents to navigate the city; accessible transportation
Lock Operations	$	44,050	N/A			Operation of pleasure and tour boat lock/tourism impact
Recreation & Culture: General	$	778,470	N/A			Services for recreation and culture, MYAC, Canada Day, various community programs
Roberta Bondar Park	$	181,065	N/A			Events for citizens and maintenance of waterfront asset
Marinas	$	282,325	N/A			Tourism impact
Senior Facilities and Programming	$	619,275	N/A			Quality of life for senior population
Heritage Property and Services (includes Northern Discovery Centre/Ermatinger Old Stone House)	$	400,550	N/A			Education and preservation of culture and heritage
Accessibility	$	218,770				Accessible infrastructure
Community Centres	$	6,743,955				Impacts quality of life
Outdoor Pools	$	83,180				Impacts quality of life
Community Services Administration	$	636,375				
Community Adjustment Committee	$	444,655				Service ending 2017
Total Mandatory	$	2,333,205				
Total Discretionary	$	21,465,315				
Total 2018 Preliminary Operating Budget	$	23,798,520				

CITY OF SAULT STE MARIE
FIRE SERVICES
(excludes EMS contracted service)

		MANDATORY SERVICES		DISCRETIONARY SERVICES
SERVICE DESCRIPTION	**OPERATING BUDGET**	**LEGISLATIVE AUTHORITY**	**CURRENT LEVEL OF SERVICE**	**RAMIFICATIONS OF SERVICE DECREASE**
Fire Protection and Prevention	$ 13,474,770	Fire Protection and Prevention Act		
Total Mandatory	$ 13,474,770			
Total Discretionary				
Total 2018 Preliminary Operating Budget	$ 13,474,770			

CITY OF SAULT STE MARIE
LEGAL

SERVICE DESCRIPTION	OPERATING BUDGET	MANDATORY SERVICES: LEGISLATIVE AUTHORITY	MANDATORY SERVICES: CURRENT LEVEL OF SERVICE	DISCRETIONARY SERVICES: RAMIFICATIONS OF SERVICE DECREASE
Corporate Insurance	$ 1,321,955			Exposure to litigation
Vehicle Insurance	$ 430,000	Insurance Act	Minimum	
Legal: advisory, representation at courts and tribunals, prepartion of agreements, purchase and sale of land	$ 291,155			Exposure to litigation, unsuccessful at courts & tribunals, lack of formal agreements
POA Court-Prosecution & Administration	$ 958,725			Function will go to another municipality, lost revenue
FOI Processing	$ 350,000.00	MFIPPA	Minimum	
By Law Preparation	$ 350,000.00	Municipal Act	Minimum	
Total Mandatory	$ 1,130,000			
Total Discretionary	$ 2,571,835			
Total 2018 Preliminary Operating Budget	$ 3,701,835			

CITY OF SAULT STE MARIE
CAO

SERVICE DESCRIPTION	OPERATING BUDGET	MANDATORY SERVICES LEGISLATIVE AUTHORITY	CURRENT LEVEL OF SERVICE	DISCRETIONARY SERVICES RAMIFICATIONS OF SERVICE DECREASE
CAO-Administration: Responsibilities include recommending policy and proposals to Council, coordination of all City Department activities, coordination of submissions of all reports and information to council, ensure policies, decisions and directives of City Council are carried out, provide liaison with various Board and Committees.	**$381,390.00**	Municipal Act.		Leadership/Administration
ISAP-Immigration Program	$ 250,010			100% grant funded program
Total Mandatory	$ 381,390			
Total Discretionary	$ **250,010**			
Total 2018 Preliminary Operating Budget	$ 631,400			

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN	DENTAL BUILDING	946 &216 QUEEN ST E
151	PARR,DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE,VITO	TASSONE CHIROPRATIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN,ALEX	CORPS OF COMM	
464	DITOMMASO,RYAN	2220917 ONT INC	469 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRIGINIA	CITY OF SAULT STE MARIE	BELLEVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVC CENTRE)
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART,JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS

620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITTILA KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST
672	LEWIS RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT, RENE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOR	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
702	CARRICATO, CHELSEA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
709	SCHMIDT, ALEX	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-209

PARKING: (P3.9(3)) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

   Schedule "A" to By-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of November, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY–LAW 2017-210

FINANCE: (F1.1) A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.0. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of it's property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. **USER FEES ADOPTED**

That Council does confirm and ratify the user fees and service charges described in Schedules "A" to "I" attached to and forming part of this By-law and are outlined as follows:

Schedule A - Clerk's Department
Schedule B - Community Development & Enterprise Services Department
Schedule C - Engineering Department
Schedule D - Planning Department
Schedule E - Building Services Department
Schedule F - Finance Department
Schedule G - Fire Services
Schedule H - Legal Department
Schedule I - Public Works & Transportation Department

2. **BY-LAW 2016-180 REPEALED**

By-law 2016-180 is hereby repealed.

3. **EFFECTIVE DATE**

This By-law is effective on January 1, 2018.

PASSED in open Council this 20th day November, 2017.

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MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – MALCOLM WHITE

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CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017-210 - Schedule "A"

CLERK'S DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
MARRIAGE LICENSES			
- Sale of Marriage Licenses - per license	125.00	130.00	Exempt
MAP SALES			
- Sale of City Maps - per map	2.00	2.00	Inc
ZONING BY-LAW SALES			
- Sale of By-law 2005-150 - Paper Copy	100.00	100.00	Inc
- Sale of By-law 2005-150 - Paper Copy - Annual Update	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom - Annual Update	50.00	50.00	Inc
OTHER			
- Photocopying - per page	0.50	0.50	Inc
LOTTERY LICENCES			
- Raffle under $ 50,000 value	$ 10.00 or 1 % of the	$ 10.00 or 2 % of the	Exempt
	Prize Value	Prize Value	
- Raffle over $ 50,000 value	to Province	to Province	Exempt
- Bingo - prize under $ 5,500	$ 10.00 or 1 % of the	$ 10.00 or 2 % of the	Exempt
- Bingo - prize over $ 5,500	to Province	to Province	Exempt
- Bazaar (Maximum 3 wheels)	$ 10.00 / wheel	$ 10.00 / wheel	Exempt
- Nevada Tickets	3% of Prize Value	3% of Prize Value	Exempt
GENERAL LICENCES			
- Pawnbroker (Annual)	$250.00	$260.00	Exempt
- Peddler - Resident Produce, Daily (Annual)	$250.00	$255.00	Exempt
- Plumber - Master	$20.00	$25.00	Exempt
- Adult Entertainment Parlour - Owner / Operator - Annual	$2,000.00	$2,000.00	Exempt
- Adult Entertainment Parlour - Owner - Annual	$2,000.00	$2,000.00	Exempt
- Adult Entertainment Parlour - Operator - Annual	$2,000.00	$2,000.00	Exempt
- Adult Entertainment Parlour - Burlesque Attendant - Annual	$75.00	$90.00	Exempt
- Amusement Arcade (Annual)	$250.00	$265.00	Exempt
- Food Vending	$225.00	$245.00	Exempt

NOTE : Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 154 but Administered by the Tax & Licence Division.

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017-210- Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2017* *Current Fee*	*2018* *Proposed Fee*	*GST/HST* *Included or Added*
BONDAR PAVILION			
- Full Day Rental - Non Profit Group	158.00	197.50	Add
- Part Day Rental - Non Profit Group	98.50	123.13	Add
- Full Day Rental - Commercial	601.25	751.56	Add
- Part Day Rental - Commercial	312.75	390.94	Add
- Wedding Receptions	775.75	970.00	Add
- Wedding Ceremony Only-base fee		250.00	Add
- Wedding Ceremony and Reception		1297.70	Add
- Clean Up - Minor	57.50	63.25	Add
- Clean Up - Major	230.00	253.00	Add
- Barriers	1.25	1.28	Add
- Tables	4.70	4.79	Add
- Chairs	0.55	0.56	Add
- Sound System (per day)	29.00	29.58	Add
- SOCAN (Society of Composers, Authors and Music Publishers of Canada)			
- without dancing 1 to 100	20.56	20.56	Add
101 to 300	29.56	29.56	Add
301 to 500	61.69	61.69	Add
500 +	87.40	87.40	Add
with dancing 1 to 100	41.13	41.13	Add
101 to 300	59.17	59.17	Add
301 to 500	123.38	123.38	Add
500 +	174.79	174.79	Add
- Kitchen (per day)	57.50	58.65	Add
- Supervision of Volunteers (per hour)	17.25	20.00	Add
- Alcohol event admin fee per event per day	31.10	32.35	Add
Facility Booking - per booking	31.25	32.35	Add
Waste Removal (Additional Bin)	175.00	178.50	Add
MARINA FEES			
- Fuels	Road Price + $ 0.02	Road Price + $ 0.02	
- Sewage Pumpouts - large/double tank		14.00	Add
- Sewage Pumpouts - small/single tank	10.50	11.00	Add
- Cruise Ship Dockage Fee - rate per meter	5.40	5.75	Add
- Bondar - Slip Rental - Daily - per foot	1.35	1.65	Add
- Bondar - Slip Rental - Weekly - per foot	7.10	7.50	Add
- Bondar - Slip Rental - Monthly - per foot	20.00	22.00	Add
- Bondar Dock - Ship/Barge Dockage (per metre)	0.16 / hr	0.16 / hr	Add
	1.65 / day	1.65 / day	Add
	31.80/month	31.80/month	Add
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	4.50	5.00	Add
- Bellevue - Slip Rental - Weekly - Serviced per foot	5.80	6.00	Add

Services Offered	*2017* *Current Fee*	*2018* *Proposed Fee*	*GST/HST* *Included or Added*
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	21.40	22.26	Add
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	24.50	25.48	Add
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	13.55	15.00	Add
- Bellevue - Slip Rental - Monthly - Serviced per foot	16.10	16.74	Add
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	27.75	28.86	Add
- Bellevue - Slip Rental - Seasonal - Serviced per foot	32.05	33.30	Add
- Bellevue - Slip Rental - Daily - Serviced per foot	1.35	1.65	Add
- Bellevue - Slip Rental - Daily - Non Serviced per foot	1.15	1.30	Add
- Launch Ramp Fee - Daily	6.50	6.50	Included
- Launch Ramp Fee - Seasonal	54.87	55.97	Add
- Winter Storage - Monthly per foot	1.80	1.84	Add
- Slip Cancellation Fee	25.00	25.00	Included
- September Special	50% fee discount	50% fee discount	Add
SENIOR CITIZENS ADVISORY COUNCIL			
- Supervision(outside normal operating hours) (per hr)	17.25	17.60	Add
Main Hall - Half day rental	50.00	51.00	Included
Main Hall - Full Day Rental	100.00	102.00	Included
Large Meeting Room - Half Day rental	50.00	51.00	Included
Large Meeting Room - Full Day Rental	75.00	76.50	Included
Small Meeting Room - Half Day	20.00	20.40	Included
Small Meeting Room - Full Day	40.00	40.80	Included
Kitchen (per use)	25.00	25.50	Included
AV Equipment (laptop/Projector/Screen) Per use	15.00	15.30	Included
ARENA FEES (John Rhodes and McMeeken Centre)			
- Admission - High school Hockey - Adults	3.76	3.98	
- Admission - High school Hockey - Students & Seniors	3.10	3.54	Add
- Admission - High school Hockey - Children	2.88	3.10	Add
- Ice Rentals - per hour - Prime Time - Adult	149.27	156.12	Add
- Ice Rentals - per hour - Prime Time -Youth	138.40	143.89	Add
- Ice Rentals - per hour - Prime Time - Youth Organized	118.16	126.30	Add
- Ice Rentals - per hour - Non Ice (Lacrosse)	55.10	56.20	Add
- Ice Rentals - on line bookings		152.26	Add
- Ice Skating - Admission - Adult	3.32	3.54	Add
- Ice Skating - Admission - Student	2.66	3.10	Add
- Ice Skating - Admission - Senior	2.66	3.10	Add
- Ice Skating - Admission - Child	2.43	2.66	Add
- Rental of McMeeken or Rhodes Centre -each pad / per day	960.30	979.51	Add
ARENA FEES (Essar Centre)			
- Ice Rentals - per hour Adult	149.27	167.92	Add
- Ice Rentals - per hour Youth	138.40	150.41	Add
- Ice Rentals - per hour - Youth Organized	118.16	134.34	Add
-Essar Centre Angelo Bumbacco Room-Full Day	265.30	162.76	Add

Services Offered	2017 Current Fee	2018 Proposed Fee	GST/HST Included or Added
-Essar Centre Angelo Bumbacco per hour		35.00	Add
-Essar Centre Multi Purpose Room Per Hour		25.00	Add
-Essar Centre Multi Purpose Room Full Day	108.51	108.51	Add
POOL FEES			
- Public Swim Admission - Adult Aquatics/Public Swim	4.44	4.51	Add
- Public Swim Admission - Senior Aquabics/Public Swim	3.32	3.41	Add
- Public Swim Admission - Child Public Swim	2.91	3.10	Add
- Public Swim Admission - Family	11.07	12.39	Add
- Swim Card 10 Visits 15 % off Reg Admission - Adult		38.34	Add
- Swim Card 25 Visits 25% off Reg Admission - Adult		84.56	Add
- Swim Card 10 Visits 15 % off Reg Admission - Senior		28.99	Add
- Swim Card 25 Visits 25% off Reg Admission - Senior		63.94	Add
- Swim Card 10 Visits 15 % off Reg Admission - Child		26.35	Add
- Swim Card 25 Visits 25% off Reg Admission - Child		58.13	Add
- Pool Rental - per hour - Competitive Teams plus Life Guards	49.36	50.34	Add
- Pool Rental - per hour - School Boards - plus instructors		80.00	Add
- Pool Rental - per hour - includes lifeguards (event/birthday parties)	109.66	111.86	Add
- Public Lessons - per lesson + surcharge	7.48	7.63	Add
- John Rhodes meeting room rental per hour setup extra		15.00	Add
- John Rhodes meeting room rental daily rates plus expenses	112.84	115.10	Add
NORTHERN COMMUNITY CENTRE			
-Single Turf Field Rental Per Hour-Prime Time	122.40	122.40	Add
-Single Turf Field Rental Per Hour-Non-Prime Time	76.50	76.50	Add
Community Room Rental per Hour		15.15	Add
RENTALS			
- Rental Gymnastics Club - Rhodes Centre - per month			
- Rental Restaurant - Rhodes Centre - per month			
- Rental Pro Shop - Rhodes Centre - per month			
The above Rentals are governed by Agreements approved by Council.			
ATHLETIC FIELDS			
- Slowpitch Fields - Adult per diamond per evening	62.21	64.70	Add
- Youth Ball - per diamond per evening	31.10	32.35	Add
- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	39.90	41.50	Add
- Sault Amateur Soccer Association - Adult per field per night	62.21	64.70	Add
- Sault Youth Soccer Association - per field per night	30.92	32.30	Add
- Soccer Tournaments - per field per day	39.90	41.49	Add
-Cricket -practice per field per day	39.90	64.70	Add
- Cricket Game Day Fee		258.90	Add
- High School Soccer - per field per day	31.10	32.35	Add
- High School Soccer Tournament- per field per day	39.90	41.49	Add

Services Offered	*2017* *Current Fee*	*2018* *Proposed Fee*	*GST/HST* *Included or Added*
- Elementary School- Track and Field Meet		129.41	Add
- Highschool Track and Field Meet		258.91	Add
- Steeler Football - per game	497.86	517.80	Add
-Touch Football-Rocky DiPietro Field per day	248.95	258.90	Add
- Touch Football - fee for Queen E., B Field perevening/day	31.08	32.35	Add
- High School; Football - per game	363.55	378.10	Add
- Dressing Room Rental per event	31.10	32.35	Add
- Public Address System - per event	31.10	32.35	Add
- Beer Garden - per event per day	31.10	32.35	Add
- Sabercats Football - per game	249.01	259.00	Add
- Soo Minor Football - per evening (practice)	31.10	32.35	Add
- Soo Minor Football - per day game fee (QE "B")	124.43	129.40	Add
- Soo Minor Football - fee for Rocky DiPietro Field per day	248.95	258.90	Add
- Speed Skating Club - per competition	622.32	647.20	Add
- Special Event Booking - Event more than 500 people	604.54	628.70	Add
- Special Event Booking - Event more than 200 people	302.25	314.35	Add
- Special Event - Garbage Pick-up and Recycling	230.34	239.55	Add
-Ultimate Frisbee - per field per night	31.10	32.35	Add
-Sport field lining - special request	296.30	308.15	Add
Soccer - Rocky D Fall per weeknight per game	62.21	64.70	Add
Soccer - Rocky D Fall per day for weekend usage	248.95	258.90	Add
Soccer Queen E. Mini Complex League Play per night	62.21	64.70	Add
Soccer Queen E. Mini Complex Weekend Tournament	124.43	129.40	Add
BELLEVUE PARK			
- Facility Booking - per booking	31.10	32.35	Add
- Special Event Booking - Event more than 250 people	592.26	615.95	Add
- Special Event Booking - Event less than 250 people	296.31	308.16	Add
- Bandshell part day		123.13	Add
- Bandshell full day		197.50	Add
- Supervision		20.00	Add
- A/V Equipment Rental-projector & PA		100.00	Add
- Sound System (per day)		29.58	Add
HISTORIC SITES BOARD			
ADMISSIONS:			
Admission - Adult	12.00	12.50	included
Admission - Senior / child / student	10.00	11.00	included
Admission - Children 5 & under	free	free	
Admission - Family	25.00	30.00	included
Admission - Adult Group Rate (10 or more)	10.00	11.00	included
Admission - Senior Group Rate (10 or more)	8.00	10.00	included
Punch Cards: for Fridays by the Fire, Teas, Admissions (5 visits)	45.00	50.00	included
EDUCATIONAL TOURS:			
1 hour tours	3.00	3.00	exempt

Services Offered	*2017* *Current Fee*	*2018* *Proposed Fee*	*GST/HST* *Included or Added*
1.5 hour tours	4.00	4.00	exempt
2 hour tours	5.00	5.00	exempt
3 hour tours (lunch included)	10.00	10.00	exempt
After hours - Brownies / Scouts	8.00	8.00	exempt
Workshops - fee (+supplies)	15.00	15.00	Add
Outreach programs (minimum 2 hourl fee)	30.00	50.00	exempt
EVENTS:			
Bracelet Days - Adults	8.00	8.00	included
Bracelet Days - youth	5.00	5.00	included
Heritage Tea (desserts & tea)	10.00	10.00	add
Heritage Fridays by the Fire (soup, biscuit, desserts, beverage)	12.00	12.00	included
Heritage High Tea (fancy sandwhiches & desserts, beverage)	15.00	15.00	add
Heritage Culinary Lunch (soup, main, dessert, beverage)	18.00	18.00	included
Heritage Culinary Dinner (apps, soup, main, dessert, bev & demo)	35.00	35.00	included
Heritage Dinner Group of 7 menu, theatrical, & program	45.00	45.00	add
Heritage Dinner Group of 7 Menu,Theatre and Program	0.00	70.00	add
Evening in the Summer Kitchen	55.00	55.00	included
Birthday Parties (up to 10 people) (hearth baking, games, craft)	125.00	150.00	included
extra attendees for Birthday Party	10.00	10.00	included
RESEARCH FEES:			
Individual research fee - daily	25.00	25.00	add
Yearly research fee	100.00	100.00	add
Reproduction fees, photocopying	0.50	0.50	add
Reproduction fees, digital for exhibit or education (for each)	25.00	25.00	add
Reproduction fees, digital for other uses (following copyright laws)	100.00	100.00	add
SITE USE:			
Summer Kitchen / Theatre only / Grounds (rental of a space)			
basic rental - Not for Profit - 1/2 day	200.00	200.00	add
basic rental - Not for Profit - 8 hour day	300.00	300.00	add
Basic rental - commercial 1/2 day	300.00	300.00	add
Basic rental - commercial - up to 8 hours	500.00	500.00	add
Wedding Photographs	200.00	200.00	add
Wedding Ceremony and Rehearsal		400.00	add
Basic rental Film Crew - Hourly (must pay min. 3 hrs)	300.00	500.00	add
** This is for Complete Site Rental - HOURLY ****			
Supervisory Fees - hourly for after hours	30.00	50.00	add
Theatre rental added to Historic Culinary (lunch or dinner)			
Non profit	100.00	100.00	add
Commercial	200.00	200.00	add
ADDITIONAL FEES:			
Non refundable deposit on Site Rentals, Events, Weddings, etc.	50.00	50.00	add

Services Offered	*2017* *Current Fee*	*2018* *Proposed Fee*	*GST/HST* *Included or Added*
Non refundable deposit for Commercial bookings, i.e. film co.	250.00	250.00	add
** this is applicable to total invoice**			
Cleaning Fees	50.00	50.00	add
Tables - per table (after the original 36 on site)	4.50	5.00	add
Chairs - per chair (after what is available on site)	0.55	1.00	add
Waste Disposal	100.00	150.00	add
AV equipment	50.00	50.00	add
Security fees - once tents are set up on lawn (hourly)	20.00	25.00	add
Auxillary Kitchen for caterer	100.00	100.00	add
DAMAGE fees will apply depending on damage to the Site and cost of repair.			
Refreshments:			
Coffee, Tea, Water & all condiments (cream & stir)	5.00	10.00	add
Coffee Big Urn 50 cup	20.00	20.00	add
Coffee Big Urn 100 cup	40.00	40.00	add
Coffee, Muffins & Fruit - only for meetings booked - per person	8.00	10.00	add

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017-210- Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
TRANSIT CASH FARES			
- Adults	$2.75	$2.85	Exempt
- Students	N/A	N/A	Exempt
- Seniors	$2.75	$2.85	Exempt
- Children (Youth)	$2.75	$2.85	Exempt
TRANSIT BUS PASSES			
- Monthly Pass - Adult	$65.00	$66.00	Exempt
- Monthly Pass - School Board	$44.00	$45.00	Exempt
- Monthly Pass - Senior	$55.00	$56.00	Exempt
- Monthly Pass - Child (Youth)	$27.50	$28.00	Exempt
- Punch Pass - 20 Rides	$44.00	$45.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)	$8.60	$9.00	Exempt
- Senior Multi 12 Ride Pass (60 years and over)	$17.15	$18.00	Exempt
- Community Living Algoma	$51.00	$52.00	Exempt
- Single Bus Pass	$2.75	$2.85	Exempt
- Semester Pass (one semester)	$176.00	$180.00	Exempt
TRANSIT PHOTO I.D. CARD	$5.00/card	$5.00/card	Exempt
TRANSIT CHARTERS - LOCAL			
- Weekdays per hour (minimum 2 hour)	$150.00	$153.00	Add
- Sundays per hour (minimum 2 hour)	$150.00	$153.00	Add
- Statutory Holidays per hour (minimum 1 hour)	$165.00	$168.30	Add
TRANSIT BUS ADVERTISING			
- Governed by Agreement			
COMMUNITY BUS CASH FARES			
- Cash Fare	$2.75	$2.85	Exempt
- Punch Pass - 20 Rides	$44.00	$45.00	Exempt
PARA BUS FARES			
- Cash Fare	$2.75	$2.85	Exempt
- Ambulatory Cash Fare	$2.75	$2.85	Exempt
- Attendant Cash Fare	$2.75	$2.85	Exempt
- 40 Ride Pass	$77.00	$79.00	Exempt
- 10 Ride - Ambulatory Pass	N.A.	N.A.	

- 20 Ride - Ambulatory Pass	N.A.	N.A.	
- 40 Ride - Ambulatory Pass	N.A.	N.A.	
MISCELLANEOUS TRANSIT SHOP SALES			
- Labour	95.00	95.00	Add
- Bus Parking per day	20.00	20.00	Add
- Bus Parking - Monthly	225.00	225.00	Add
- Bus Wash	N/A	N/A	Add
- Bus Wash - by Hand	N/A	N/A	Add
- Bus - Mop and Sweep	N/A	N/A	Add
- Bus Vacuum	N/A	N/A	Add
- Battery Charge	N/A	N/A	Add
- Service Call - Regular Hours -	95.00	95.00	Add
- Service Call - After Hours - per hour	130.00	130.00	Add
- Service Calls - Cost per kilometer -	0.45	0.45	Add
PARKING METERS			
- Queenstown Area per hour	1.25	1.30	Included
- City Centre Area per hour	1.25	1.30	Included
HOODING OF PARKING METERS			
- Single Meter per day	4.00	5.10	Included
- Double Meter per day	8.00	10.20	Included
PARKING LOTS			
- Rental - Monthly	44.00	45.00	Included
- Yearly Rate - Non Refundable	452.00	461.00	Included
- Daily Rate	5.00	5.10	Included

Services Offered		*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
CEMETERY				
Lots				
Adult				
1 grave lot – minimum 3.5' x 10.0'		$765.00	$855.00	Added
2 grave lot – minimum 2.0' x 10.0'		$1,530.00	$1,710.00	Added
Child (6 years – 10 years)		$329.00	$329.00	Added
Infant (5 years and under)		$150.00	$150.00	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).		$250.00	$250.00	Added
Cremation Lots (Urn Garden)				
1 grave lot (.6m x .6m)		$220.00	$275.00	Added
2 grave lot (.6m x 1.2m)		$440.00	$550.00	Added
Cremorial Wall Niches				
Rows 1 to 4 – single 10.16 cm x 20.36 cm front		$693.00	$693.00	Added
Rows 5&6 – single 10.16 cm x 20.36 cm front		$636.00	$636.00	Added
Rows 7&8 – single 10.16 cm x 20.36 cm front		$536.00	$536.00	Added
Urn Garden Columbarium "GC"				
Sections L, M				
Companion niches		$1,646.00	$1,646.00	Added
Single niches		$999.00	$999.00	Added
Holy Sepulchre Columbarium				
Section O-P-Q-R				
Companion niches		$1,570.00	$1,570.00	Added
Single niches		$940.00	$940.00	Added
Holy Sepulchre Columbarium				
Section S				
Companion niches		$1,646.00	$1,646.00	Added
Single niches		$999.00	$999.00	Added
Holy Sepulchre Columbarium				
Section T-U-V				
Companion niches		$1,646.00	$1,646.00	Added
Holy Sepulchre Columbarium				
Section W				
Companion niches			$1,980.00	Added
Single niches			$1,200.00	Added

Wall Niches (Mausoleum Phase VII)				
Section MJ				
Single Niche *(Row 7)*		$735.00	$735.00	Added
Wall Niches (Mausoleum Phase VIII)				
Section ML				
Companion Niches				
Rows 1&8		$1,271.00	$1,271.00	Added
Rows 3&6		$1,481.00	$1,481.00	Added
Single Niches				
Rows 1,6,7 & 8		$777.00	$777.00	Added
Row 5		$893.00	$893.00	Added
Section MM				
Single Niches				
Rows 1,2,7		$777.00	$777.00	Added
Mausoleum crypts				
MA – Family Units				
Section MQ				
QC (8 singles)		$62,000.00	$62,000.00	Added
QE (6 singles)		$47,700.00	$47,700.00	Added
Section MS				
Row 1 (companion)		$13,499.00	$13,499.00	Added
Row 4 (companion)		$12,844.00	$12,844.00	Added
Section MT				
Row 1 (single)		$8,281.25	$8,281.25	Added
Rows 2&3 (single)		$9,750.00	$9,750.00	Added
Row 4 (single)		$7,868.75	$7,868.75	Added
Row 1 (companion)		$13,981.25	$13,981.25	Added
Row 2&3 (companion)		$16,475.00	$16,475.00	Added
Row 4 (companion)		$13,300.00	$13,300.00	Added
Interment Charges				
With committal service in the chapel				
Adult				
single depth		$740.00	$795.00	Added
double depth		$910.00	$910.00	Added
Child 5 years and under		no charge	no charge	
Child 6-10 years				
single depth		$398.00	$398.00	Added
double depth		$502.00	$502.00	Added
Cremated remains		$167.00	$167.00	Added
Entombment in mausoleum		$705.00	$705.00	Added
With committal service at the gravesite				
Adult				
single depth		$950.00	$1,165.00	Added
double depth		$1,165.00	$1,165.00	Added
Child 5 years and under		no charge	no charge	
Child 6-10 years				
single depth		$601.00	$601.00	Added
double depth		$848.63	$848.63	Added
Cremated remains		$280.00	$345.00	Added

Cremated remains (columbarium or mausoleum niches)		$280.00	$345.00	Added
Entombment in mausoleum		$907.00	$907.00	Added
Cremation				
Adult		$572.00	$572.00	Added
Child 5 years and under		no charge	no charge	
Child 6-10 years		$330.00	$330.00	Added
Disinterment Charges				
Another gravesite in a municipal gravesite				
Adult		$2,185.00	$2,185.00	Added
From single depth to double depth		$2,375.00	$2,375.00	Added
Child 5 years and under		$601.00	$601.00	Added
Child 6-10 years		$1,005.00	$1,005.00	Added
Cremated remains		$350.00	$350.00	Added
Niche to niche		$185.00	$185.00	Added
Same gravesite or removal from a municipal cemetery				
Adult		$1,540.00	$1,540.00	Added
Child under 5 years		$335.00	$335.00	Added
Child 5-10 years		$676.00	$676.00	Added
Cremated remains		$200.00	$200.00	Added
Niche to niche		$185.00	$185.00	Added
From inground burial to mausoleum		$3,305.00	$3,305.00	Added
Extra charge if not in concrete container		$675.00	$675.00	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.				
Double depth disinterments are not permitted				
Additional Miscellaneous Charges				
Funerals arriving after 4 p.m. – for each half hour or portion thereof		$135.00	$135.00	Added
Saturday Funeral Surcharge				
Casket			$125.00	Added
Cremains			$100.00	Added
Saturday funerals entering the ceremony after 1 p.m. – for each half hour or portion thereof		$135.00	$135.00	Added
Niche plate (including installation)		$213.00	$213.00	Added
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving		$110.00	$110.00	Added
Removal of niche plate from the columbarium for vase installation or extra engraving		$50.00	$50.00	Added
Mailing of cremains				
Inside Canada (insured)		$80.00	$80.00	Added
to USA (insured)		$97.00	$97.00	Added
outside Canada or USA (insured)		$212.00	$212.00	Added
Removal of trees or shrubs from lots – per tree		$44.00	$69.00	Added
Handling of wooden shells		$121.00	$121.00	Added
Transfer fee		$50.00	$50.00	Added
Rental of temporary storage facility (per month)		$38.10	$66.00	Added
Monument cleaning			$55.00	Added
Tree trimming (1 - 2 trees)			$55.00	Added

Flat marker less than 1,116.3 sq m (173 sq in)		no charge	no charge	
Flat marker over 1,116.3 sq m (173 sq in)		$50.00	$50.00	Added
Upright monument measuring more than 1.22 m (4 ft) or less in height or length, in		$100.00	$100.00	Added
Upright monument measuring more than 1.22 m (4 ft) either in height or length, inc		$200.00	$200.00	Added
Memorial bench plates			$150.00	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "C"

ENGINEERING DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
SEWER CONNECTIONS			
- 100 mm diameter lateral per connection	$3,870.00	$3,950.00	Exempt
- 150 mm diameter lateral per connection	$4,190.00	$4,300.00	Exempt
- Additional Connection Charges	$2,000.00	$2,050.00	Exempt
- Class A Pavement - Additional Charge	$1,990.00	$2,500.00	Exempt
- Class B Pavement or Surface Treatment- Additional Charge	$1,620.00	$2,100.00	Exempt
- Curb and Gutter - Additional Charge	$1,130.00	$1,150.00	Exempt
- Concrete Sidewalk - Additional Charge	$1,380.00	$1,400.00	Exempt
- Oversized Excavation for Separate Utilities	$1,380.00	$2,050.00	Exempt
- Class A Pavement for Separate Utilities - Additional Charge	$1,380.00	$1,500.00	Exempt
- Class B Pavement for Separate Utilities - Additional Charge	$800.00	$1,300.00	Exempt
- Curb and Gutter for Separate Utilities- Additional Charge	$650.00	$650.00	Exempt
- Concrete Sidewalk for Separate Utilities - Additional Charge	$800.00	$800.00	Exempt
- CCTV Mainline Sewer Inspection	$185.00 / hour	$200.00 / hour	Inc
CULVERTS			
- Single Driveway	$1405.00/ Driveway	$3000.00/ Driveway	Exempt
- Double Entrance Driveway	$2735.00 / Driveway	$5000.00 / Driveway	Exempt
Additional Charges			
- Culvert Couplings	$ 70.00 / coupling	$ 250.00 / coupling	Inc
- Additional Culvert length	$240.00/ meter	$1000.00/ meter	Inc
DIGITAL DATA FEES			
- Info Light (Vector) customized to user needs	100.00	100.00	Inc
- Full data Extract	250.00	250.00	Inc
- Raster Image	125.00	125.00	Inc
- Customized Hardcopy/pdf Mapping Products - 11" x 17"	25.00	25.00	Inc
- Customized Hardcopy/pdf Mapping Products - large format	50	50.00	Inc
- Plan and Profile Drawings	$10/sheet	$10/sheet	Inc
- Lawyer Requests for Sanitary/Lateral Services	$25	$25	Inc

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "D"

PLANNING DEPARTMENT

Services Offered	*2017 Current Fee*		*2018 Proposed Fee*		*GST/HST Included or Added*
REZONING FEES					
- Sale of City Official Plan	35.00	/plan	35.00	/plan	Exempt
- Official Plan Amendment	2,100.00	/amend	2,140.00	/amend	Exempt
- Rezoning Application Fee	2,100.00	/app	2,140.00	/app	Exempt
- Combined Official Plan & Rezoning Application	3,200.00	/app	3,260.00	/app	Exempt
- Subdivision Approval Fee	4,000.00	/app	4,080.00	/app	Exempt
- Condominium Approval Fee	3,100.00	/app	3,160.00	/app	Exempt
- Site Plan Review (Development Control)	850.00	/app	870.00	/app	Exempt
- Signs - Minor Amendment	325.00	/signsign	330.00	/signsign	Exempt
- Deferred Application	75.00	/app	80.00	/app	Exempt
- Deferred Application if new Notice is Required	300.00	/app	310.00	/app	Exempt
- Preparation of a Subdivision Agreement	4,000.00	/app	4,080.00	/app	Exempt
- Staff Attendance at OMB Hearings **	510.00	/hearing day	520.00	/hearing day	Exempt
- Telecommunication Tower Review	500.00	/review	$510.00	/review	Exempt
-Site Plan ammendments			$330.00	/app	Exempt
COMMITTEE OF ADJUSTMENT FEES					
- Minor Variance Application (Single Unit Residential)	500.00	/app	510.00	/app	Exempt
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	700.00	/app	710.00	/app	Exempt
- All Other Zones	800.00	/app	820.00	/app	Exempt
- Fence in All Zones	400.00	/app	410.00	/app	Exempt
- After the Fact Variance	1.5 X the Regular Fee		1.5 X the Regular Fee		Exempt
- Deferred Minor Variance Application	75.00	/app	75.00	/app	Exempt
- Consent Application (Lot Addition)	700.00	/app	710.00	/app	Exempt
- Consent Application (New Lot Creation)	$600 + $400 + $300 for easment /lot/app		$600 + $400 + $300 for easment /lot/app		Exempt
- Final Consent Application	200.00	/deed	205.00	/deed	Exempt
- Deferred Application Fee - No New Notice	75.00	/app	75.00	/app	Exempt
- Deferred Application Fee if New Notice Required	1/2 App Fee		1/2 App Fee		Exempt
- Property Standards Appeal Fee	200.00	/app	205.00	/app	Exempt
- Records Retrieval/Decision Search	75.00		75.00		Add
- Special Hearing	$500 + Application Fee		$510 + Application Fee		Exempt
- Appeal (Minister of Finance)	300.00		310.00		Exempt
- Appeal (Sault Ste Marie)	150.00		150.00		Add

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2017 -210 - Schedule "E"

BUILDING SERVICES DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*		*GST/HST Included or Added*
BUILDING / BYLAW ENFORCEMENT				
-Building/PropertyClean-up Administration fee	15% of cost	15% of cost		Add
New Construction / Alterations and Renovations				
Group A – (assembly occupancies)				
School, churches – New Construction	29.19	31.23		Exempt
Restaurants – New Construction	29.19	31.23		Exempt
All other assembly – New Construction	29.19	31.23		Exempt
Alterations and Renovations (includes decks & roof structures)	8.06	8.62		Exempt
Air supported structure	8.06	8.62		Exempt
Emergency lighting	315.00	337.05	ff per storey	Exempt
Fire alarms	315.00	337.05	ff per storey	Exempt
Parking garage repairs	5.57	5.96		Exempt
Portable classrooms foundations	8.06	8.62		Exempt
Residing, re-roofing	0.97	1.04		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt
Tents - less than 225m2	113.40	121.34		Exempt
Tents - greater than 225m2	378.00	404.46	ff	Exempt
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt
Group B - (institutional occupancies)				
All types – New Construction	29.19	31.23		Exempt
Alterations and Renovations (includes decks & roof structures)	8.06	8.62		Exempt
Emergency lighting	$315.00	337.05	ff per Storey	Exempt
Fire alarms	$315.00	337.05	ff per Storey	Exempt
Parking garage repairs	$5.57	$5.96		Exempt
Residing, re-roofing	$0.97	$1.04		Exempt
Sprinkler, standpipes	$315.00	$337.05	ff plus $0.56 / m2	Exempt
Window / Door replacement	$4.51	$4.83	/ opening + $121.34 ff	Exempt
Group C – (residential occupancies)				
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction	$24.03	$25.71		Exempt
Single Dwelling Modular Units – New Construction	$20.97	$22.44		Exempt
All other multiple units – New Construction	19.35	$20.70		Exempt
Hotels, motels – New Construction	25.80	27.61		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Balcony repairs	113.40	121.34	ff + $8.62 / unit	Exempt
Basement finishing	5.72	6.12		Exempt
Basement new under existing dwelling	6.45	6.90		Exempt
Canopy, carport	$11.93	$12.77		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks	113.40	121.34	ff	Exempt
Attached garage and accessory buildings	5.72	6.12		Exempt
Detached garage	5.72	6.12		Exempt
Shed < 25 m2	113.40	121.34		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt
Group D – (business & personal services occupancies)				
Offices and all others – shell only – New Construction	22.18	23.73		Exempt
Interior tenant finishing – New Construction	6.05	6.47		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Parking garage repairs	5.56	5.95		Exempt
Residing, re-roofing	0.97	1.04		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt

Services Offered	*2017 Proposed Fee*	*2018 Proposed Fee*		*GST/HST Included or Added*
Group E – (mercantile occupancies)				
Retail store shell, department store, supermarkets, all other Group E – New Construction	16.64	17.80		Exempt
Interior tenant finishing	6.05	6.47		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Parking garage repairs	5.57	5.96		Exempt
Residing, re-roofing	0.95	1.02		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt
Group F – (industries occupancies)				
Industrial building shell less than 7500 m2 – New Construction	12.90	13.80		Exempt
Industrial building shell greater than 7500 m2 – New Construction	10.48	11.21		Exempt
Parking garage – New Construction	8.30	8.88		Exempt
All other F occupancies – New Construction	12.90	13.80		Exempt
Interior tenant finishing	6.05	6.47		Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	6.90		Exempt
Emergency lighting	315.00	337.05	ff per Storey	Exempt
Fire alarms	315.00	337.05	ff per Storey	Exempt
Farm buildings	5.56	5.95		Exempt
Industrial Equipment Foundations	1% of construction value	1% of construction value		Exempt
Parking garage repairs	5.57	5.96		Exempt
Residing, re-roofing	0.97	1.04		Exempt
Sprinkler, standpipes	315.00	337.05	ff plus $0.56 / m2	Exempt
Window / Door replacement	4.51	4.83	/ opening + $121.34 ff	Exempt
Demolition				
Group C – Single Family Dwelling 55 m2 or less	120.96	129.43	ff	Exempt
All others	241.92	258.85	ff	Exempt
Designated Structures OBC Subsection 1.3.1.1.				
Crane runway	911.23	975.02	ff / structure	Exempt
Exterior tanks	911.23	975.02	ff / structure	Exempt
Outdoor pool and spa	30.32	32.44		Exempt
Wind power towers	911.23	975.02	ff / structure	Exempt
All other structures	419.33	448.68	ff / structure	Exempt
Standalone Mechanical				
New ductwork or piping	18.65	19.96	per diffuser, radiator, or unit	Exempt
Group C residential Single Family Dwelling (unit and ductwork)	177.41	189.83	ff	Exempt
New unit	177.41	189.83	/ unit	Exempt
Special mechanical system (exhaust hoods, solar panels etc.)	379.00	405.53	ff	Exempt
Plumbing & drainage	17.41	18.63	/ fixture	Exempt
Sewer installation & capping (single residential unit)	113.40	121.34	ff	Exempt
Site services (water, sewer servicing for all other buildings) $	379.00	405.53	ff	Exempt
Additional Charges				
Occupancy permit	19.35	20.70	ff / unit	Exempt
Conditional permit	10% of applicable building permit fees ($182.70 ff minimum)	10% of applicable building permit fees ($193 ff minimum)		Exempt
Change of use permit	387.07	414.16	ff	Exempt
Permit renewal/transfer	197.40	211.22	ff	Exempt
Moving permit	113.40	121.34	ff	Exempt
Re-inspection	113.40	121.34	ff	Exempt
Sign permit (as regulated by Sign By-Law 2005-166)	113.40	121.34	ff each	Exempt
Portable signs				
2 years	96.77	103.54	ff	Exempt
30 days	16.13	17.26	ff	Exempt
Sign renewal	24.19	25.88	ff	Exempt
Culvert as determined by Pubic Works & Transportation Dept				
Curb or sidewalk depression	40.32	43.14	ff	Exempt
Certificate of zoning conformity Single Family Dwelling	48.38	51.77	ff + HST	Add
Certificate of zoning conformity Other	96.77	103.54	ff +HST	Add
File Inquiry and plans inquiry Single Family Dwelling	48.38	51.77	/SFD + HST	Add
Other	96.77	103.54	/others + HST	Add
Annual Fee	806.40	862.85	/Year + HST	Add
Removal of work order (By-Law)	169.34	181.19	ff	Exempt
Work order appeal (By-Law)	169.34	181.19	ff	Exempt
Removal of Order (Building Code)	169.34	181.19	ff	Exempt
Liquor License Application	96.77	103.54	ff +HST	Add
Alternative Solution Proposal (per application)	630.00	674.10	ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "F"

FINANCE DEPARTMENT

PENALTIES & INTEREST ON TAXES			
- On the First Day after the due date	1.25 % / month	1.25 % / month	None
- On the First day of each month that the Taxes remain unpaid			
- On January 1st of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting / Data Processing Fees - Library Board	10,915.00	10,915.00	Exempt
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25 % / month	1.25 % / month	None
TAX CERTIFICATES			
- Tax Certificate (Certified Statement of Tax Account Status)	$60.00	$60.00	None
TAX ACCOUNT TITLE SEARCHES			
-Title searches for property in arrears	n/a	$50.00	None
PAYROLL GARNISHEE			
- Fee for Garnishee of payroll Cheque per pay per cheque	$10.00	$10.00	None
NSF CHEQUE FEE			
- Fee for a cheque being returned per cheque	$35.00	$35.00	None

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "G"

FIRE SERVICES

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
FIRE ALARM SYSTEM			
- Installation / Hook up Charge	N/A	N/A	Add
- Annual Surveillance Fee	N/A	N/A	Add
INSPECTION CHARGES			
- File Search - Residential Property	63.24	64.50	Add
- File Search - Commercial Property	63.24	64.50	Add
- Field Inspection (Minimum charge of 1 hour)	N/A	N/A	Add
- Property Resale Inspection	110.16	112.36	Add
- Daycare Licensing Inspection	110.16	112.36	Add
AIR BOTTLE REFILLS			
- Refill per bottle	7.00	7.14	inc
TRAINING			
- Fire Extinquisher Training (30 person maximum)	108.00	110.16	Add
BURNING PERMITS			
- New (First) Burning Permit - Valid for 3 years	75.00	75.00	No
- Burning Permit - Renewal 4 ytr	60.00	60.00	No
- Burning Permit - Annual	30.00	30.00	No

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 Schedule "H"

LEGAL DEPARTMENT

Services Offered	*2017 Current Fee*	*2018 Proposed Fee*	*GST/HST Included or Added*
RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS			
Lyon's Building Centre (LYONS AVE & WELLINGTON) (L-14)	$ 85.00 / month	$ 85.00 / month	Add
STEELTON SENIOR CENTRE (no Rent - July & August) (L-203)	$ 400.00 / month	NIL	Add
Part 65 OLD GARDEN RIVER ROAD (Sault Area Hospital) (L-322)	$75,369 annual	$75,369 annual	Add
Bell Mobility CATHCART St - WEST STREET (LE-67)	$ 5,500 annual	$ 5,500 annual	Add
Bell Mobility Part 57 DesChenes Dr (AG131)	$ 5,000 annual	$ 5,000 annual	Add
Superior 7 Signs - 331 QUEEN ST E (L-317)	$ 900.00 annual	$ 900.00 annual	Add
Algo Signs - 723 Great Northern Road (2 signs) (L-283)	$2,400.00 annual	$2,400.00 annual	Add
Ministry of Health - 540 Albert Street (LE-41)	$9,533.57/month	January 1, 2018 to July 15, 2018 $9,721.90 July 16, 2017 to December 31, 2017 $9,915.32	included
Superior 7 Advertising Ltd. - Sign - Lake Street (L-286)	$950.00 annual	$950.00 annual	Add
Sault Ste. Marie Model Aircraft Radio Control Club (L-326)	$400.00 annual	$400.00 annual	Add
Rogers - 363 Second Line West (at Third Avenue) (L-334)	$700.00 monthly	$700.00 monthly	Add
POA Rent-Civic Centre	$63,575 annual	$63,575 annual	Add
S&T Electrical Contractors (LE-39)	$200.00 / month	$200.00 / month	Add
Barbisan Roofing Inc	$500/annual	$500/annual	Add
Kevin Belsito	$500	$500	Add
DSSAB Lease 540 Albert Street (AG95)	$32,500/month	$32,500/month	Add
ANNUAL ENCROACHMENTS			
Nystedt, Dennis - 274 North Street	$25.00/annual	$25.00/annual	Add
Lyon's Building - 625 Queen Street East	$25.00/annual	$25.00/annual	Add
Cambrian Nissan - 460-468 Pim Street	$25.00/annual	$25.00/annual	Add
Flormor Automotive - 53,59 Great Northern Road & 7 Champlain	$25.00/annual	$25.00/annual	add
CIVIC CENTRE - MEETING ROOMS (Full Day)			
Council Chambers	$265	$265	
Russ Ramsay Board Room	$106	$106	
Biggings Meeting Room	$106	$106	
Thompson Meeting Room	$106	$106	
Plummer Meeting Room	$53	$53	
Korah Meeting Room	$53	$53	
Tarentorus Meeting Room	$53	$53	
Steelton Meeting Room	$53	$53	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2017 -210 - Schedule "I"

PUBLIC WORKS & TRANSPORTATION DEPARTMENT

GL Account Number	*Services Offered*		*2017 Current Fee*		*2018 Proposed Fee*	*GST/HST Included or Added*
10-400-4020-5520	**SEWER RODDING**					
	- Calls during regular Hours		$145.00		$148.00	Add
	- Calls outside regular Hours		$290.00		$296.00	Add
	- CCTV Lateral Inspection		$185.00 / hour		$200.00 / hour	Inc
	- CCTV Mainline Sewer Inspection		$175.00		$200.00	Add
	LANDFILL FEES (established by by-law 2003-140)					
10-400-4040-5522	- Tipping Fee per tonne		70.00		70.00	No
10-400-4040-5523	- Gate Fee		10.00		10.00	No
10-400-4040-5522	- Out of town (Prince/Rankin) Tipping Fee per tonne		70.00		70.00	No
10-400-4040-5522	- Asbestos per bag following MOE Regulations (up to 4 bags)		50.00		50.00	No
10-400-4040-5522	- Asbestos bulk load - MOE Regulations per tonne after 4 bags		200.00		200.00	No
10-400-4040-5522	- Bio-Medical Waste per tonne per MOE Guideline		200.00		200.00	No
10-400-4040-5522	- Refrigerator/Freezer Disposal (untagged)		25.00		25.00	No
10-400-4040-5522	- Non Hazardous Industrial Solid Waste (for cover material)		35.00		35.00	No
10-400-4040-5522	- Non Hazardous Industrial Solid Waste (Non Useable)		70.00		70.00	No
	-Residential pick up excess bag tag		2.00		2.00	No

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-216

AGREEMENT: (P5) A by-law to authorize the execution of the Lease Agreement between the City and Caterpillar Financial Services Limited for one (1) 2017 Caterpillar 140MAWD Motor Grader.

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 Lease Agreement dated November 20, 2017 between the City and Caterpillar Financial Services Limited, a copy of which is attached as Schedule “A” hereto. This Agreement is for one (1) 2017 Caterpillar 140MAWD Motor Grader.

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 20th day of November, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-216 LEASE AGREEMENT MOTOR GRADER.DOCX

Lease Agreement
Transaction Number 3265597

CAT Financial

This Lease Agreement (together with each addendum, schedule, Application Survey and rider attached to, or made a part of, this lease and any amendments made from time to time being collectively referred to as "this Lease") is entered into by Caterpillar Financial Services Limited ("we", "us" or "our") and the Lessee named below ("you" or "your").

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES LIMITED
3457 SUPERIOR COURT, UNIT 2
OAKVILLE, ON L6L 0C4

HST Registration #: R100843952
PST Registration #: 1002912330

LESSEE:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE. MARIE, ON P6B 4T6

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS (Whether the Unit is new or used, the model number, the manufacturer, and the model name)	SERIAL/VIN (Unique ID number for this Unit)	MONTHLY LEASE PAYMENT* (The total amount due each month if your payments are made on their due date or see attached Payment Schedule)	PURCHASE OPTION PRICE (see Section 15)	MAX TOTAL HOURS/ USAGE (Maximum total usage of Unit - see Application Survey, if one is used for this transaction)	DELIVERY/ RENTAL CONVERSION DATE (Enter date Unit was delivered to you or the date Unit was converted from a rental if you were previously renting)
	CAT0140MKD9G01680	Irreg. Payments		5000.00	
(1) NEW 2017 CATERPILLAR 140MAWD MOTOR GRADER					

*BASE MONTHLY PAYMENT:		COMMENCEMENT DATE:	October 30, 2017
HST:	0.00	LOCATION OF UNITS:	128 SACKVILLE ROAD
PST:	0.00		SAULT STE. MARIE, ON P6B 4T6
MONTHLY LEASE PAYMENT:	See Irregular Payment Schedule		

For a description of any other units that have been leased pursuant to this Lease, see the "Equipment Description Schedule" in the attached SCHEDULE A. For any other units that represent "Additional Collateral", see the "Additional Collateral" section of the attached SCHEDULE A ("Additional Collateral"). Each item of Additional Collateral identified in any attached SCHEDULE A is considered a Unit under the terms of this Lease.

In reliance on your selection of the units described above (together with all attachments, accessories and optional features, whether or not installed with any of those units, and all manufacturer manuals and instructions, being referred to in this Lease as a "Unit" or the "Units"), we have agreed to acquire and lease the Units (excluding any Additional Collateral) to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

You acknowledge that the Units (excluding any Additional Collateral) were delivered to you in good working condition and that you accepted them on the date indicated. If any of the Units (excluding any Additional Collateral) will be delivered to you after you sign this Lease, you agree to sign and deliver to us a separate delivery certificate.

Each addendum, schedule, application survey for a Unit (each, an "Application Survey") and rider that is referred to in this Lease and is attached to this Lease or is deemed to be attached to this Lease is incorporated into this Lease by reference and is deemed to be a part of this Lease.

3. **Lease Term** The "Lease Term" for each Unit will start on the Commencement Date, as identified in the first page of this Lease and will continue for 54 months, unless we terminate this Lease in accordance with its terms. However, we have no obligation to enter into this Lease or pay the supplier of the Units (the "Supplier") for the Unit(s) until you have delivered to us all documents that we may reasonably request.

4. **Lease Payment** You will pay us the Monthly Lease Payments beginning October 30, 2017 and on the same date of each month thereafter (or the last day of the month, if there is no such date). The Monthly Lease Payments will be due without demand. You will also pay us all other amounts payable by you under this Lease and under any other document delivered by you in connection with this Lease, including each applicable Application Survey (collectively, the "Lease Documents") when due (all such other payments, together with the Monthly Lease Payments, being referred to in this Lease as the "Lease Payments"). You will pay all Lease Payments not otherwise payable by pre-authorized debit to us at CATERPILLAR FINANCIAL SERVICES LIMITED, 3457 Superior Court, Unit 2, Oakville, ON L6L 0C4 or such other location that we designate in writing. **You agree this Lease is a non-cancellable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**

5. **Late Charges** If we do not receive a Lease Payment by the 14th day after the date the Lease Payment is due, you will be charged a late payment charge on the late Lease Payment equal to the lesser of (i) one and one half (1.5%) percent and (ii) the highest legal contract rate of interest.

6. **Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or a dealer or the Supplier of any of the Units. **We make no representations, warranties or conditions whatsoever, express or implied, with respect to this Lease or to any Unit. Without limiting the generality of the foregoing, each Unit is leased "as is, where is". We make no representations, warranties or conditions as to the quality of materials or workmanship or that the materials or workmanship comply with the terms of any purchase order or agreement. We expressly disclaim, and you waive all other representations, warranties, conditions and claims, express or implied, arising by law or otherwise, with respect to any Unit or this Lease, including, without limitation, any representation, warranty or condition relating to: (a) the merchantability of any Unit; (b) any Unit's fitness for a particular purpose; (c) the course of performance, course of dealing or usage of trade; (d) any obligation, liability, right, claim or remedy in tort; (e) any obligation, liability, right, claim, or remedy for loss of or damage to any Unit, for loss of use, revenue, or profit with respect to any Unit, for any liability to any third party, or for any other indirect, incidental, or consequential damages, including strict or absolute liability in tort; and (f) any Unit's freedom from any lien, claim, security interest, hypothec or other encumbrance and its compliance with applicable laws, including patent laws.** Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit regarding the operation of any Unit). You agree to pursue only these third parties for any and all such claims. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

7. **Possession, Use and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws, including any rules or limits on idling, fleet average or site based exhaust emissions, operational limitations, or any other use related regulations, for which you have sole responsibility for compliance. (b) You will not abandon any Unit. (c) You will not sublease any Unit or permit the use of any Unit by anyone other than you. (d) You will not change the use of any Unit from that set out in an applicable Application Survey, without our prior written consent. (e) You will not change the Location of any Unit from that set out above, without our prior written consent. (f) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, hypothec or encumbrance on any of your rights under this Lease or with respect to any Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right to inspect any Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter any Unit or affix any accessory or equipment to any Unit if doing so will impair its originally intended function or use or reduce its value. If added to any Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. All parts, accessories and equipment affixed to a Unit will become our property. All of your right, title and interest in such parts, accessories and equipment shall transfer automatically to us immediately upon such affixation without the need for any documents of transfer.

8. **Taxes** **You will pay when due, or promptly reimburse us for payment of, all taxes imposed on any Unit or Lease Payments.** You will also pay or reimburse us for all (i) license and registration fees, (ii) charges that are imposed in connection with the ownership, possession, use, purchase (including by you pursuant to this Lease) or lease of any Unit from the time we purchase the Unit until it is returned to us or purchased by you and (iii) fines, penalties, interest or additions to any tax, fee or charge. You will remain responsible for the payment, or reimbursement of, any such taxes, fees and charges, regardless of when we receive notice of them. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. If any Lease Payment under this Lease is deemed to include goods and services tax or harmonized sales tax or any similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly. You will not deduct or withhold any taxes from a Lease Payment unless required by applicable law. If taxes are required to be deducted or withheld, the amount of the Lease Payment will be increased so that after the tax deduction or withholding (including any tax deduction or withholding required from the increased amount) we receive the amount that we would have received in the absence of any tax deduction or withholding, and you will also provide us with evidence of remittance of the taxes to the relevant tax authority. We may change the Monthly Lease Payment to reflect any increase or decrease in any taxes from time to time. You acknowledge that you have satisfied yourself as to the tax and accounting treatment of the Lease Documents for your purposes and have not relied on us as to those matters.

9. **Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under this Lease or any other Lease Document. A "Casualty Occurrence" will occur if any Unit is worn out, lost, stolen, destroyed, taken by government action or, in our opinion, irreparably damaged. (b) You will provide prompt written notice to us of any Casualty Occurrence or any other material damage to a Unit. You will also promptly submit to us: (i) all damage or loss reports provided to a governmental authority, an insurer or the Supplier; and (ii) all

documents regarding the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Casualty Occurrence, so as to restore the Unit to the condition required by this Lease. (d) In the event of a Casualty Occurrence, you will pay to us, on the first Monthly Lease Payment due date following the Casualty Occurrence (or 30 days after the Casualty Occurrence if there is no Monthly Lease Payment due date remaining) an amount (the "Liquidated Damages") equal to the sum of: (i) the present value of all future Lease Payments payable under this Lease for such Unit to the end of the Lease Term for such Unit; (ii) the present value of the Purchase Option Price payable under this Lease for such Unit, as stated on the front of this Lease, plus applicable taxes, assuming that you had elected to purchase such Unit; and (iii) all other amounts then due under this Lease with respect to the Unit suffering the Casualty Occurrence (including any late charges and fees). Present values will be determined by us by discounting such amounts at the implicit interest rate which we have applied, in our sole discretion, to this Lease and our determination of such present values shall be conclusive, absent manifest error. Upon our receipt of the Liquidated Damages for the applicable Unit, the Lease Term with respect to such Unit shall terminate.

10. **Release and Indemnity** (a) You release and agree to indemnify, defend, and keep harmless, us, our successors and assigns, and our and their directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all claims, actions, damages, losses, penalties, fines, liabilities, charges, costs and expenses of whatever kind or nature, which arise in any way from or are related in any way to any Lease Document or any Unit including the use and contents of such Unit and any defects in respect of such Unit ("Claims") (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims for which we are or may be responsible when and as they become due. (b) You are entitled to control the defense of or to settle a Claim, so long as: (i) no Event of Default has occurred and is then continuing; (ii) you are financially capable of satisfying your obligations under this Section; and (iii) we approve your proposed defense counsel. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable legal fees and disbursements on a solicitor-client basis, incurred by any Indemnitee in defending or investigating any Claim or in enforcing this Section. Under no circumstances are we liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

11. **Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for at least the aggregate amount you would be required to pay in the event of a Casualty Occurrence. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least $1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance shall be primary, without the right of contribution from any insurance carried by us. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. All insurance must have a deductible amount acceptable to us. You must promptly notify us of any occurrence that may become the basis of a claim. You will also provide us with all requested information. Upon demand, you must promptly deliver to us evidence of such insurance coverage.

12. **Events of Default** Each of the following is an event of default (each, an "Event of Default"): (a) you fail to make a payment when due; (b) a representation or warranty made to us in connection with any Lease Document is incorrect or misleading; (c) you fail to observe or perform any other covenant or agreement, and the failure continues for 10 days after written notice to you; (d) a default occurs under any other agreement between you or a guarantor of this Lease (each, a "Guarantor") and us or an affiliate of ours; (e) you, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors; (f) any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within 30 days after filing or appointment; (g) there is a material adverse change in your or a Guarantor's financial condition, business operations or prospects; (h) there is a termination, breach, or repudiation of a Guarantor's guarantee; and (i) any Unit becomes uninsured or subject to any sale, sublease, lien, claim, mortgage, security interest, hypothec or encumbrance (other than in our favour).

13. **Remedies** If an Event of Default occurs, we will have the rights and remedies provided by this Lease and as provided to a secured party under the *Personal Property Security Act* (Ontario) and any other applicable law. Among these rights and remedies are to: (a) bring a court action to recover damages; (b) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations and, by written notice to you, require you to pay us on the date set out in the notice, as a genuine pre-estimate of liquidated damages and not as penalty (and in addition to all other amounts owing under any of the Lease Documents including any amounts owing under this Section, an amount equal to the Liquidated Damages for all of the Units at such time; (c) recover any additional damages and expenses suffered by us due to the Event of Default; (d) enforce our security interests; (e) require you to assemble and return each Unit pursuant to Section 14; (f) enter premises where a Unit may be located and take immediate possession of, disable or remove such Unit (and any unattached parts) without notice, liability or legal process (and upon such repossession or disabling pursuant to this Section 13(f) or any return of such Unit under Section 13(e), your right to possess and use such Unit will terminate, but this Lease will remain in effect unless we expressly notify you of the cancellation of this Lease under Section 13(b)); (g) in the name of and as your irrevocably appointed agent and attorney and without terminating or being deemed to have terminated this Lease, sublease all or any of the Units to anyone else on such terms and conditions, for such rental and for such period of time as we see fit and receive such rental and hold the same and apply the same against any amounts payable by you under any of the Lease Documents; (h) store (including at your premises without liability) or sell, lease or otherwise dispose of the Units or any of them, at public or private sale, lease or other disposition, for cash or credit, and on such terms as we may determine; and (i) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, cancel the agreement on your behalf and upon such cancellation, we may also receive the refund of any fees that we financed but had not received from you as of the date of the Event of Default. You agree to pay all charges, costs, expenses and reasonable legal fees and disbursements (on a solicitor-client basis) incurred by us in enforcing this Lease. The proceeds of any sale, lease or disposition of a Unit will be applied, first, to reimburse us for all expenses of collection and enforcement of this Lease, including our legal fees and expenses and second, to obligations owed to us under this Lease as we may determine. Any remaining proceeds will then be applied to any other indebtedness or obligations owed by you to us or any of our affiliates. You will promptly pay any deficiency to us. Except as prohibited by applicable law, we are entitled to retain any remaining proceeds after the exercise of our remedies. To the extent you are entitled to a refund from us, you agree we will have the right to offset any obligation that you have with us or our affiliates with such refund. The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. If you fail to perform any of your obligations under this Lease, we may (but need not) perform the obligations, without waiving or curing any breach of this Lease. If we perform such obligations for you, you must then pay, on demand, the resulting expenses incurred by us.

14. **Return of Unit** On expiration of the Lease Term or if you do not elect to purchase the Unit(s) pursuant to this Lease, or if we demand possession of a Unit pursuant to the terms of this Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and any applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If a Unit is not in the condition required by Section 7

and any applicable Application Survey, you must pay us, on demand, all costs and expenses incurred by us to bring such Unit into the required condition as we determine, acting reasonably, and you shall pay us a daily rental charge equal to 1/30th of the Monthly Lease Payment, plus any other costs and expenses each day until the Unit is brought into the required condition.

15. **Purchase Option** If no Event of Default has occurred and is continuing, you may, by notice delivered to us at least sixty (60) days prior to the end of the Lease Term elect to purchase on the end of the Lease Term any or all of the Units at a purchase price equal to the Purchase Option Price for such Unit, as stated on the first page of this Lease, plus any applicable taxes thereon. The purchase price will be due at the end of the Lease Term. Upon payment of such purchase price and all other amounts due under this Lease, plus any other costs and expenses due in connection with the transfer of such Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale. The bill of sale will be delivered to you without any representations, warranties or conditions except that such Unit is free of all encumbrances of any person claiming through us. You will purchase such Unit from us on an "**AS IS, WHERE IS, WITH ALL FAULTS BASIS**". If you do not elect to purchase a Unit, at the end of the Lease Term you will return such Unit to us as provided in Section 14 and all of your rights and interest in such Unit will automatically terminate. If you fail to purchase or return a Unit at the end of the Lease Term, in addition to our other rights and remedies upon an Event of Default, you agree to pay to us for each such Unit a daily rental charge equal to 1/30th of the Monthly Lease Payment for such Unit each day until the day the Unit is purchased or returned to us.

16. **Ownership; Security Interest** Subject to your right to use and possess the Units as set out in this Lease, and subject to your purchase option in Section 15, title to the Units (excluding any Additional Collateral) remains with us. As additional security for your obligations to us under this Lease and to secure all other obligations of every kind and nature that you may owe to us or any of our affiliates now or in the future, you grant to us a continuing first priority security interest in each Unit, all substitutions, replacements and additions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document which we deem desirable to protect our security interests in each Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents. You also authorize us to delegate these limited powers.

17. **Representations, Warranties and Covenants** You represent, warrant and covenant to us that: (a) you will provide all financial information and reporting (including, but not limited to your financial statements) as we may reasonably require; (b) all credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete; (c) you will not change your name, principal place of business or primary residence and, if you are a business entity, your jurisdiction of formation or form of business organization or change the jurisdiction in which your chief executive office or registered office is located, without prior written notice to us, or enter into any merger, amalgamation, consolidation or restructuring without our prior written consent; and (d) this Lease constitutes your valid obligation, legally binding on you and enforceable according to its terms.

18. **Unit Monitoring Systems** In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and all of its subsidiaries or affiliates, including us (collectively "Caterpillar"), and Caterpillar dealers to access data concerning such Unit, its condition and its operation transmitted from the monitoring system. The information may be used (i) to administer, implement and enforce the terms of this Lease, (ii) recover the Unit if necessary, or (iii) to improve Caterpillar's products and services. You agree that information transmitted may include the serial number, VIN, Unit location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

19. **Assignment; Counterparts** We may assign, sell, concurrently lease or otherwise dispose of, or encumber (each, an "Assignment"), all or any part of the Lease Documents, the Lease Payments, and the Units, to anyone else (each, an "Assignee"), without notice to you or your consent. **The rights of any assignee will not be subject to any defense, counterclaim or set off which you may have against us.** If requested by us, you will assist us in any Assignment. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. This Lease is for the benefit of, and is binding upon, you and your permitted successors, assigns, heirs and executors and us and our successors and assigns (including any Assignee). You must not assign this Lease or any right or obligation under it without our prior written consent. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible. A signed copy of this Lease or any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

20. **Personal Information Consent** We may collect and use personal information provided by you in connection with this Lease and any related application for the purposes of verifying and evaluating the application, your identity (including for regulatory compliance purposes), creditworthiness (including by obtaining and using credit reports), and the information provided to us in connection with the application or this Lease. We may collect credit, financial and related personal information for these purposes from you or your application, our affiliates, credit bureaus and credit reporting agencies, from references that you may have provided in the application and other parties with whom you have had a financial or credit relationship. You consent to the disclosure of such information by these parties to us. Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. Identity verification may also include checking your identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries. We may, from time to time, use the information referred to above and other personal information collected or compiled by us in connection with this Lease (collectively, the "Information") and share the Information among and with us, Caterpillar and authorized Caterpillar dealers for the purposes of opening, administering, servicing and enforcing this Lease, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, and responding to inquiries and otherwise communicating with you regarding the account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related information to credit bureaus, credit reporting agencies and to your current or future creditors. We may use and exchange your banking information with financial institutions for payment processing purposes. We may otherwise use the Information and disclose the Information to third parties: (i) to register security interests; (ii) to enforce security, this Lease and otherwise collect amounts owing to us; (iii) for the purposes of detecting and preventing fraud; (iv) in connection with audits; (v) for the purposes of meeting legal, regulatory, risk management and security requirements; and (vi) as permitted or required by law (including as required by foreign laws applicable to us and our agents or service providers). We may use and disclose the Information to our assigns, prospective assigns and other third parties that are connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets (including this Lease and amounts owing to us) for the purposes of permitting a prospective assign to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, or completing the transaction. Our successors and assigns may collect, use, and disclose the Information for substantially the same purposes as described in this Lease. We may use agents and service providers (including Caterpillar acting in that capacity) to collect, use, store or process the Information on our behalf for the purposes described in this Lease. Some of these agents or service providers may be located outside of Canada, including the United States, where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the Information. We may, from time to time, use the Information and share the Information among and with Caterpillar to promote and market additional products or services of Caterpillar to you. You may refuse consent for this purpose by contacting us at 1-800-561-3771.

To request access to, or correction of the Information, or if you have any questions about how we handle the Information, please contact us at the address designated above or as otherwise designated by us. The consents provided above shall be valid for so long as required to fulfill the purposes described in this Lease.

21. **Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and all Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable in such Province. You consent to the jurisdiction of any appropriate court located within that Province. If you are a corporation, you agree that *The Limitation of Civil Rights Act* (Saskatchewan), as it may be changed from time to time, will not apply to this Lease or to our rights, powers or remedies and you waive and release all benefits under those laws and any similar laws of any jurisdiction to the fullest extent permitted by law. Where permitted by law, you waive your rights to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment of this Lease. **The parties waive the right to trial by jury in any action arising out of or related to this Lease, the obligations or the Units.**

22. **No Agency; Modification of Lease** No person or entity, including, without limitation, the Supplier, dealer or manufacturer of any Unit, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks, including correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All your obligations under this Lease survive the expiration or termination of this Lease if necessary to give full effect to the terms of this Lease. Time is of the essence under this Lease.

You represent and warrant to us that you have entered into this Lease for business purposes only and not for personal, family or household purposes and that you are not a "consumer" under any applicable consumer protection legislation or cost of credit disclosure legislation. You acknowledge that we are relying on the truth of the previous sentence in deciding on whether to enter into this Lease.

By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including any applicable Application Survey.

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES LIMITED	LESSEE	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

Construction Equipment Application Survey
Transaction Number 3265597

This Construction Equipment Application Survey ("Application Survey") forms part of the Lease Agreement for the Transaction Number set out above (the "Lease") between the Lessee named below ("you" or "your") and Caterpillar Financial Services Limited ("we", "us", or "our"). If there is any conflict or inconsistency between the terms of this Application Survey and the Lease in respect of the Unit described below, then the terms of this Application Survey will govern.

PARTIES

LESSOR:
CATERPILLAR FINANCIAL SERVICES LIMITED

3457 SUPERIOR COURT, UNIT 2
OAKVILLE, ON L6L 0C4

LESSEE:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE. MARIE, ON P6B 4T6

DESCRIPTION OF UNIT

Make: 2017 CATERPILLAR Model: 140MAWD MOTOR GRADER Quantity: 1 Serial Number: CAT0140MKD9G01680

Monthly Usage: 92.59 **Current Hours:** 0 Dealer: TOROMONT CAT, A DIVISION OF TOROMONT INDUSTRIES LTD.

Location: 128 SACKVILLE ROAD, SAULT STE. MARIE, ON P6B 4T6
(Combines: Use Separator Hours)

******* IMPORTANT INFORMATION *******

RESIDUAL EXCEPTION REQUESTS must be submitted to us for the following applications: (i) landfill, transfer and recycling stations; (ii) demolition, scrap yards and steel mills; (iii) salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; (iv) dusty or poor underfoot conditions;(v) all mining applications; (vi) any applications requiring unusual attachments, equipment modifications or that involve non-traditional use of the equipment; and (vi) any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS

Tires
Cab
Air Conditioning

BLADES/BUCKETS/RIPPERS

Snow Arrangement
Straight Blade

MARKET CATAGORIES

Standard Environment – Agriculture-Crop, Ag Non-Manure, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development.

If "Severe" or "Other" description of actual application is required:

MANDATORY CONDITION OF UNIT UPON RETURN

1. MAINTENANCE AND GENERAL REQUIREMENTS:

(a) You will give us sixty (60) days notice prior to the expiry of the Lease Term of your intention to return the Unit to us.

(b) The Unit must be returned in the same configuration, with all attachments, as when delivered on the Commencement Date. You are responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of the Unit to a site designated by us.

(c) Upon return, the Unit shall be thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.

(d) You will operate and maintain the Unit in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and ensure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. The Unit must be in good operating condition and be able to perform all tasks under rated load.

(e) Throughout the Lease Term, you will enroll the Unit in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire Lease Term, and ensure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.

(f) You must not use, operate, maintain or store the Unit improperly, carelessly, unsafely, or for a purpose other than in the normal and ordinary course of your business. You must operate the Unit only in the applications for which it was designed and manufactured.

(g) You will maintain a working engine hour meter at all times, and will keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.

(h) You will ensure that all service contracts are fully implemented and all maintenance and repairs are made on schedule.

(i) You will complete all Product Improvement Programs (PIPs) before returning the Unit. **YOU MUST ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**

(j) Upon our request, you will provide a secured place to store the off-lease Unit and will provide access to the Unit for purposes of maintenance or demonstration to prospective buyers.

2. SPECIFIC TINWARE AND SAFETY REQUIREMENTS:

When returning the Unit to us, you will ensure that:

(a) The operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

(b) All window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good order and are free from dents and cracks.

(c) All standard safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.

(d) All electrical components, including but not limited to, wiring harnesses, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.

(e) All repairs made to main structures, including but not limited to, main frames, roller frames, hitch, PTO, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches are accomplished in accordance with factory recommended materials and repair procedures.

3. REMAINING LIFE REQUIREMENTS:

Upon return to us, the Unit must meet the following requirements:

(a) All ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have at least fifty percent (50%) minimum remaining life.

(b) If the Unit is a track and rubber belted Unit, it has at least fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts do not have any cuts that extend into the cords and are not missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting this requirement.

(c) If the Unit is a rubber tire Unit, it has at least fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires are a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

WE RETAIN THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING AND UPON THE END OF THE LEASE TERM OR UPON LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT YOUR EXPENSE AT ANY TIME IF THERE IS EVIDENCE THAT THE UNIT IS BEING ABUSED, NEGLECTED OR MISAPPLIED.

REMEDIES FOR RETURN CONDITIONS:

You will be invoiced for the parts and labour based on your local Caterpillar dealer's retail prices and retail labour rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in Section 3, above. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge to Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The Unit listed and equipped as stated above will be operated for an estimated total of **92.59 hours per month** over a term of **54 months** for total usage during the Lease Term of **5000.00 hours**. Combine hours will be measured in **separator hours**. This total usage combined with any accumulated hours prior to the Commencement Date of the Lease, as stated above under current hours, will be the **total allowable machine hours** for the life of the lease and the basis for any overuse charges.

Total Lease Hours 5000.00 + Current Hours 0 = Total Allowable Machine Hours = 5000.00

OVERUSE CALCULATION:
In addition to our other rights under the Lease and this Application Survey, and not in lieu thereof, you shall pay us additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be **$41.16** per hour. Overuse charges will be calculated at the end of the Lease Term and be due upon receipt of invoice. **Please Note: To avoid overuse charges, notify us immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. We may, at our discretion, amend this Application Survey to reflect the increase in total usage.**

SIGNATURES

This Application Survey is considered to be an integral part of the Lease. The information obtained from this Application Survey is of primary importance in the Payment Schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved by us in writing.

CATERPILLAR FINANCIAL SERVICES LIMITED		**LESSEE**	**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

Payment Schedule
Transaction Number 3265597

CAT Financial

This Payment Schedule forms part of the Lease Agreement for the Transaction Number set out above between the Lessor and the Lessee named below.

1. PARTIES

LESSOR: Caterpillar Financial Services Limited

3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

LESSEE: THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

2. PAYMENT SCHEDULE

Number of Payments	from (date)	to (date)	Base Lease Payment (CAD)	GST/HST	PST/QST	Total Lease Payment (CAD)
6	October 30, 2017	March 30, 2018	6,860.14	891.82	0.00	7,751.96
6	April 30, 2018	September 30, 2018	0.00	0.00	0.00	0.00
6	October 30, 2018	March 30, 2019	6,860.14	891.82	0.00	7,751.96
6	April 30, 2019	September 30, 2019	0.00	0.00	0.00	0.00
6	October 30, 2019	March 30, 2020	6,860.14	891.82	0.00	7,751.96
6	April 30, 2020	September 30, 2020	0.00	0.00	0.00	0.00
6	October 30, 2020	March 30, 2021	6,860.14	891.82	0.00	7,751.96
6	April 30, 2021	September 30, 2021	0.00	0.00	0.00	0.00
6	October 30, 2021	March 30, 2022	6,860.14	891.82	0.00	7,751.96

SIGNATURES

LESSOR:
Caterpillar Financial Services Limited

Signature _____
Name (print) _____
Title _____
Date _____

LESSEE:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature _____
Name (print) _____
Title _____
Date _____

Direct Pay (Pre-Authorized Debit) Authorization
Transaction Number 3265597

CAT Financial

1. CUSTOMER INFORMATION

Name THE CORPORATION OF THE CITY OF SAULT STE. MARIE **Name** _____

2. PRE-AUTHORIZED DEBIT (PAD) DETAILS

Each of the accountholder(s) ("we", "us" or "our") signing this Direct Pay (Pre-Authorized Debit) Authorization ("this Authorization") authorizes Caterpillar Financial Services Limited ("you" or "your"), on your own behalf or as agent for any assignee, to debit our bank account set out below or any other bank account that we may identify to you from time to time ("Account") for: (i) the amount of each payment due under the CAT Financial Lease Agreement in respect of the Transaction Number 3265597 (together with all other documents delivered to you in connection with such agreement, the "Contract") on or shortly after its payment due date ("Scheduled Debit Date") as set out in the Contract and (ii) any other amount that may become due under the Contract from time to time (including, without limitation, late payment charges, NSF and other charges) on the next Scheduled Debit Date. You will obtain our authorization to debit our account on any date that is not a Scheduled Debit Date.

We require monthly invoices. _____Yes _____No PAD Category: Business

3. TERMS AND CONDITIONS

If our financial institution dishonours any debit for any reason, you may issue another debit in substitution for the dishonoured debit. You will have no liability on account of a dishonoured debit.

We represent and warrant (i) that all persons whose signatures are required to sign on the Account have signed this Authorization and (ii) that all Account information we provide is accurate. We will immediately notify you, in writing, of any change in the Account information and, in any event, at least 10 business days prior to the next Scheduled Debit Date.

We have certain recourse rights if any debit does not comply with this Authorization. For example, we have the right to be reimbursed for any debit that is not authorized or is not consistent with this Authorization. For more information on our recourse rights, we may contact our financial institution or visit www.cdnpay.ca.

We may cancel this Authorization at any time by written notice to you, which notice will be effective 10 days after receipt; however, our cancellation of this Authorization does not terminate, cancel or reduce our obligations under the Contract. For a sample cancellation form, or more information on our right to cancel this Authorization, we may contact our financial institution or visit www.cdnpay.ca.

You may assign this Authorization, directly or indirectly, by operation of law, change of control or otherwise, without notice, unless notice is required by law.

We can contact you at the address below to make inquiries, obtain information or seek any recourse rights.

We understand that you will not notify us in advance of any withdrawal and we agree to waive all pre-notification requirements in respect of all debits drawn under this Authorization.

4. BANK ACCOUNT INFORMATION

Bank: _____ Address: _____
Branch: _____ _____
Account Number: _____ _____

Please attach a sample cheque with "VOID" written on it.

SIGNATURES

For a joint account, the signatures of all accountholders must appear on this Authorization.

Signature: _____ Signature: _____

Name (print): _____ Name (print): _____

Title: _____ Title: _____

Date: _____ Date: _____

Caterpillar Financial Services Limited, 3457 Superior Court, Unit 2, Oakville, Ontario L6L 0C4
Phone: 1-800-651-3771, Fax: 289-291-2235

ECPAYAU 5087101 11/01/2017

CATERPILLAR®

Invoice

Caterpillar Financial Services Limited
3457 SUPERIOR COURT, UNIT 2
OAKVILLE, ON L6L 0C4

Account

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE. MARIE, ON
P6B 4T6

Page	Date	Invoice No.
1	11/1/2017	LASP-9155661610

IF PAYING OTHER THAN BALANCE DUE, INDICATE HOW TO APPLY YOUR CHECK ON BACK OF REMITTANCE COPY.
IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, PLEASE CALL 289-313-1200 OR 1-800-561-3771

P.O. #	Customer	
31233	12709	H.S.T. # R100843952

Contract No.	Equipment	Description	Due Date	Pmt. No.	Amount
	2017 140MAWD	CATERPILLAR MOTOR GRADER S/N CAT0140MKD9G01680	Upon Receipt.	1	$6,860.14
		Harmonized Sales Tax			$891.82
				Please Pay This Amount	$7,751.96

Visit our web site for online account services at www.catfinancial.com

PLEASE RETURN THIS PORTION OF THE INVOICE WITH YOUR REMITTANCE

Customer No.	Invoice No.	Total Enclosed
12709	LASP-9155661610	

Remit To:

Caterpillar Financial Services Limited
3457 SUPERIOR COURT, UNIT 2
OAKVILLE, ON L6L 0C4

Caterpillar: Confidential Green

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-217

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the Bondar and Bellevue Marinas Finger Dock Replacements.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Poralu Marine Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Bondar and Bellevue Marinas Finger Dock Replacements.

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 20th day of November, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-217 AGREEMENT - PORALU MARINE INC. BONDAR AND BELLEVUE MARINAS FINGER DOCK REPLACEMENT.DOCX

CCDC 2

CCDC 2

stipulated price contract

2 0 0 8

Bondar and Bellevue Marinas Finger Dock Replacements

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

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

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

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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
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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the _____ day of _____ in the year _____ .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Poralu Marine Inc.

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

Bondar and Bellevue Marinas Finger Dock Replacements

insert above the name of the Work

located at

65 Foster Drive and 1 Pine Street, Sault Ste. Marie, ON

insert above the Place of the Work

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

STEM Engineering Group Inc.

insert above the name of the Consultant

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

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

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 11 day of May in the year 2018 .

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*.

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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 prepared by STEM Engineering Group Inc. dated August 14, 2017.

Addendum No. 1 issued August 15, 2017.
Addendum No. 2 issued August 23, 2017.
Addendum No. 3 issued August 29, 2017.

$441,865.00 Tender Form submitted by Poralu Marine Inc. dated September 1, 2017 including:
-$0.00 Schedule 1 "System Description",
-$0.00 Schedule 2 "List of Subcontractors and Major Suppliers", and
-$30,125.00 Schedule 4 "Seperate Price Items".

Email from Poralu Marine Inc. dated September 11, 2017 specifying:
-$16,000.00 Alternate Anchoring System at Bondar, and
-$20,000.00 Alternate Ecostyle Decking.

$375,740.00 Revised Total Construction

Letter of Intent prepared by STEM Engineering Group Inc. dated October 31, 2017.

* *(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)*

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ARTICLE A-4 CONTRACT PRICE

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

Three Hundred Seventy Five Thousand Seven Hundred Forty /100 dollars $ 375,740

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

Forty Eight Thousand Eight Hundred Forty Six and Twenty Cents /100 dollars $ 48,846.20

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

Four Hundred Twenty Four Thousand Five Hundred Eighty Six and Twenty Cents /100 dollars $ 424,586.20

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

N/A

(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.

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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 Drive, Sault Ste. Marie, ON P6A 5X6

address

705-759-8447 *facsimile number*

r.borean@cityssm.on.ca *email address*

Contractor

Poralu Marine Inc.

*name of Contractor**

345 Boulevard Industriel, St-Eustache, QC J7R 6C9

address

450-491-3379 *facsimile number*

s.fischer@poralu.com *email address*

Consultant

STEM Engineering Group Inc.

*name of Consultant**

875 Queen St. E., Suite 2, Sault Ste. Marie, ON P6A 2B3

address

705-942-7515 *facsimile number*

mail@stemeng.ca *email address*

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

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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

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Poralu Marine Inc.

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.

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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.*

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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*.

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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.

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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*.

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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.

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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.

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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.

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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*.

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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*.

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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.

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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*.

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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.

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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.

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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.

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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*.

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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*.

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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.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until
(1) *Substantial Performance of the Work*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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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*.

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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 desagreement 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.

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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*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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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.

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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 paragraph12.2.1.1 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.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies
Canadian Construction Association
Construction Specifications Canada
The Royal Architectural Institute of Canada

Request for Proposal

For the

Bondar & Bellevue Marinas
Finger Dock Replacements

Prepared for: **The Corporation of**
The City of Sault Ste. Marie

at:

Bellevue Marina
1 Pine Street
Sault Ste. Marie, ON
P6A 6M6

&

Bondar Marina
65 Foster Drive
Sault Ste. Marie, ON
P6A 1X3

Project No: 17069

Date: August 14, 2017

Prepared by:

STEM ENGINEERING GROUP
875 Queen Street East-Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

Date August 14, 2017

Project Number: **17069**

Project Name: **City Marina Dock Replacements at Bellevue Marina - 1 Pine St. & Bondar Marina - 65 Foster Dr. Sault Ste. Marie, Ontario for The Corporation of the City of Sault Ste. Marie**

Section Number	Section Title	No. of Pages
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01 05 10	General Requirements	8
01 06 00	Regulatory Requirements	2
35 51 30	Marina Floats	14

List of Tender Drawings forming part of Tender Documents

DRAWING NO.	TITLE
C1.0	General Notes
C2.0	Site Plan of Bellevue and Bondar Marinas
C3.0	Bellevue Marina Docks 'B' and 'E' Removals
C4.0	Bondar Marina Fuel Dock Removals
C5.0	Bellevue Marina Docks 'B' and 'E' Proposed Layout
C6.0	Bondar Marina Fuel Dock Proposed Layout
MT-10	Reference Drawing: Miscellaneous Details
PE-1	Reference Drawing: Dock Electrical and Water Services - 1989

End of Section

1. SCOPE

.1 Tenders are invited for the replacement of certain City Marina Docks at Bellevue Marina, located at 1 Pine Street, and Bondar Marina, located at 65 Foster Drive, Sault Ste. Marie, ON.

.2 Supply all labour, materials and equipment to complete the work as shown and described on the drawings and in these specifications.

.3 Work includes but not limited to;

- Assessment of drawings against actual dock conditions to report any discrepancies,
- Removal & disposal of existing docks, ramps, and their respective components,
- Supply & installation of new floating dock systems (including their respective shore ramps and anchoring systems),
- Supply & installation of miscellaneous work: safety ladders, servicing (where specified), and access gates (where specified), and
- Arrange inspection of manufacturer to provide specified warranty and any minor remedial efforts required to complete this work.

.4 It is understood that award of this tender is subject to budgetary restrictions.

2. CLOSING

.1 Sealed tenders for this requirement will be accepted until:
Monday, August 28, 2017 12:00 noon, local time.

3. SCHEDULE

.1 Attendance at **mandatory site meetings on August 21, 2017,** starting at 9:00 am at Bellevue Marina, and 10:00am at Bondar Marina, is required prior to the submission of a bid. Bidders will have an opportunity to assess the current conditions and ask any questions as representatives will also be on site. No accommodations will be made to visit the site outside the scheduled time. Bidders are asked to meet at the central marina building at Bellevue Marina.

.2 It is intended to award the project shortly after City council has reviewed and approved the recommended tender at their September 11, 2017 meeting. The work may take place after the budget has been approved by council. The Consultant will provide a Letter of Intent to the successful bidder subsequent to Council Approval.

.3 The work is required to be totally complete by November 3, 2017.

FORM OF CONTRACT

.1 OPSS.MUNI 100 – "OPS General Conditions of Contract". Unless amended or altered in Supplementary General Conditions, all of OPSS.MUNI 100 shall apply to this Contract. OPSS.MUNI 100 is available for review at the Office of the Consultant.

.2 CCDC 2-2008 – "Stipulated Price Contract". Unless amended or altered in OPSS.MUNI 100 or Supplementary General Conditions, all of CCDC 2–2008 shall apply to this Contract. CCDC 2-2008 is available for review at the Office of the Consultant or may be purchased from the Sault Ste. Marie Construction Association.

.3 The word "Owner" means The Corporation of Sault Ste. Marie, at: 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

.1 The Owner's Contact will be: Rick Borean, Supervisor, Community Services, Community Development, & Enterprise Services 705-759-5312 r.borean@cityssm.on.ca

.4 The word "Consultant" means STEM Engineering Group Inc., 875 Queen Street East, Suite 2, Sault Ste. Marie, ON P6A 2B3 (705) 942-6628

.1 The Consultant's Contact will be: Karina Gagné, 705-942-6628x209 kgagne@stemeng.ca

4. BIDDER ELIGIBILITY

.1 Eligible Bidders must attend the mandatory site meetings.

.2 The bidder shall be in good standing with the client.

.3 The Contractor and his personnel shall be approved by the manufacturer of the approved products as qualified to install the materials of this Section. Before commencing dock installation, the dock manufacturer's technical representative responsible for any warranty inspection is to be on site to coordinate start-up, if required. Contractor to inform dock manufacturer when scheduled to commence work.

.4 The bidder shall provide, when requested, the firm's latest Worker's Compensation Board Experience Rating and a signed letter which states that only competent personnel will be employed on this project in accordance with Occupational Health and Safety Act – Bill 208.

.5 Also, the bidder may be required to furnish names of references conversant with bidder's performance on similar work, names and experience of senior personnel to be used on the work, and such statements of his financial resources as may be found necessary.

5. TENDER FORM

.1 The Tender Form is included in these Contract Documents. The tender submitted by a bidder shall be completed, including all pages, with each and every required item filled in.

.2 The total amount of the firm, fixed tender price shall be given in writing and numerals. All writing shall be with ink or typewriter except for the signature of the bidder, which shall be written with ink. Tenders that are incomplete or contain any omission, erasure, alteration, addition, condition, limitation or that shown any irregularity, may be rejected.

.3 The tender shall be properly signed and the complete address of the bidder shall be given on the tender. If the bidder is a co-partnership, each member shall sign the tender; if a corporation, it shall execute the tender by its duly authorized officers.

.4 The bidder shall include all schedules, and other information specified to enable the Owner to determine the bidder's compliance with the requirements of the Contract Documents. In the event work cannot be completed in accordance with the specified requirements, the bidder shall clearly and explicitly state what the deviations are.

.5 Upon request, a bidder shall verify any information including price contained in his tender.

6. TENDER SUBMISSION

.1 The Completed tender form or exact copies thereof, shall be submitted only with the sealed envelope provided by the client bearing the title of the project and the name of the bidder and delivered by hand, registered mail, or courier to:

The Corporation of the City of Sault Ste. Marie

City Clerk's Department
Level IV- Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

.2 A public opening will take place the same day as closing at 3:00 p.m. in the Plummer Room, Level 3, in the Civic Centre.

7. TENDER CONDITIONS

.1 Oral, telephone or electronic proposals or modifications to tender proposals will not be accepted.

.2 Tenders received after the closing time will not be accepted.

.3 Bidders are advised that the telephone and other office facilities of the Consultant are not available for use by Bidders.

.4 The submission of a tender proposal shall indicate the acceptance by the bidder of all instructions and conditions contained in the Contract Documents and the tender shall be a firm offer binding the bidder.

.5 A tender shall not be withdrawn or modified and unless otherwise specifically noted, shall be open to acceptance by the Owner for a period of thirty days (30 days) following the date for the receipt of tender proposals. The price quoted therein shall be FIRM FIXED PRICE, which shall remain valid, and binding on the bidder in the event the tender proposal is accepted by the Owner.

.6 The bidder shall submit the tender on the basis of using the products, materials and methods indicated or specified. List all pre-approved proposed alternatives.

.7 Submit with the tender, but do not include in the firm fixed tender price, all proposals to substitute pre-approved other products, materials and methods for those indicated or specified. For each proposed substitution, submit the name of the manufacturer or supplier, the trade name, an explicit description, the amount by which the firm fixed tender price would be changed and all other information necessary for the evaluation of the proposal.

.8 The Owner will determine which, if any, substitutions he will accept and the Contract price will be adjusted accordingly. The accepted products, material or method will become part of the Contract.

.9 Any bidder who is in doubt as to the true meaning or intent of an item in the Contract Documents or who discovers any discrepancies, errors or omissions in the Contract Documents shall notify the Consultant and request clarification or correction thereof. All such requests shall be in writing or shall be confirmed in writing. No responsibility will be accepted by the Owner for unsupported oral communications or instructions.

.10 The Owner reserves the right to amend or supplement the Contract Documents at any time prior to the established closing date. Additional information, changes, clarification or corrections made by the Owner or Consultant on the Owner's behalf to the Contract Documents during the time of bidding shall be issued in the form of addenda which will become part of the Contract and shall be covered in the tender price. The bidder shall acknowledge receipt of these addenda in the space provided in the tender forms.

.11 The bidder may notify the Owner or Consultant of any alterations to the drawings or specifications considered advantageous. Such notification shall be in writing and shall be sent prior to the submission of the tender.

.12 The bidder is advised that the Owner will not reimburse the bidder for any costs incurred in preparation of a tender proposal.

8. TENDER ACCEPTANCE

.1 The criteria to be considered by the Owner in awarding the contract will include a combination of proposed product, previous experience, price, scheduling, qualifications and such other conditions as may be determined by the Owner to be in its own best interests. The lowest or any tender will not necessarily be accepted.

9. TENDER SECURITY

.1 Every tender submission shall be accompanied by a tender security in the form of a certified cheque or bid bond payable to the Owner, in the amount equal to $40,000.

.2 Tenders not accompanied by the tender security will be declared invalid.

.3 Such deposit shall be security to the Owner that the bidder, if successful, will execute the contract documents and will start work as specified.

.4 Failure to execute the documents, or failure to start work as specified, will result in forfeiture of the tender security.

.5 The tender security of all bidders, except of the successful bidder will be returned within three (3) working days of the award of the contract.

.6 The tender security 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.

10. AGREEMENT TO BOND

.1 Tender submissions shall include an Agreement to Bond or Consent of Surety issued by an approved Bank or Surety. A certified letter of credit from a registered Canadian Bank may be substituted for Bonding.

.2 Bids not accompanied by an Agreement to Bond, Consent of Surety or a certified letter of credit, may be declared informal and possibly disqualified.

.3 Agreement to Bond, Consent of Surety or a letter of credit from a registered Canadian Bank, shall confirm that the Contract security specified will be issued if the Bidder's Bid is accepted.

11. CONTRACT SECURITY

.1 The Contractor shall within 10 days of being notified of acceptance of the bid, provide to the Owner the following Contract Security:

.1 A Performance Bond for 100% of the Contract price and
.2 A Labour and Material Payment Bond for 50% of the Contract price
Or
.3 A certified letter of credit in a form acceptable to the city from a registered Canadian Bank in the amount of 75% of the bid price.

.2 Bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province of Ontario and shall be maintained in good standing

until the fulfillment of the Contract. The form of the bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

.3 All bonding/letter of credits shall be valid until the project is totally complete.

.4 The above shall constitute notice in writing prior to submission of tender proposals. The Contractor shall pay all premiums and include the cost of bonds within their Tender Price.

.5 Failure to provide all necessary documents in the time stipulated will result in forfeiture of the tender security.

12. TAXES

.1 The Harmonized Sales Tax (HST) is applicable to this project.

13. INQUIRIES DURING TENDER

.1 Bidders shall direct any inquiries via email to the office of the Consultant c/o Karina Gagné kgagne@stemeng.ca

14. SITE EXAMINATION, ACCESS AND CONDITIONS

.1 The bidder shall make a careful examination of the site and shall investigate and satisfy himself at his own risk and expense as to all matters relating to the nature of the work to be undertaken, the means of access and egress, the obstacles to be met with, the rights and interests which may be interfered with during the construction of the work, the extent of the work to be performed, and any and all matters which are referred to in the Contract Documents, or which are necessary for the full and proper completion of the work and the conditions under which it will be performed, and shall acquaint himself with all bylaws, acts, ordinances, rules, regulations and codes which may affect the work of this Contract.

.2 The bidder shall ascertain, from the relevant authorities, the availability of existing locations of all services to the project, and without limiting the generality of the foregoing, in particular such services as electric light, power, sewers, water supply, gas, telephone and transportation and availability of roads for traffic.

.3 Questions arising from the bidder's inspection at the site will be answered in addenda where deemed necessary by the Consultant.

.4 Coordinate construction schedule with owner for site access and removals.

15. PERMITS, FEES, AND NOTIFICATION

.1 As per CCDC 2-2008, Clause GC 10.2. Laws, Notices, Permits and Fees, including:

.1 The Contractor will apply, pay and be responsible for all/any building permits (including building) licenses and inspections necessary for performing the work including waste disposal (tipping) fees.

16. CLIENT SPECIFIC CONDITIONS

.1 This project is subject to the Collective Agreement with the Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486. (The Agreement that requires the City to use only Contractors who are in contractual relations with these unions for work in the ICI sector).

.2 The successful Bidder is required to be in compliance with the requirements of the City's Contractor Pre-Qualification Program prior to the commencement of onsite work on this Contract. The successful Bidder will be responsible to ensure the compliance of all sub-contractors engaged to perform onsite work on this Contract.

17. ALTERNATES

.1 All proposed alternates must be pre-approved 48 hours prior to being accepted.

.2 Any suppliers or contractors applying for an equal alternate must provide hard copies of all the technical requirements of the proposed alternate a minimum of 72 hours prior to closing for an acceptance review. A detailed comparison shall be provided between the proposed alternative and the specified products, highlighting the two are equal in all characteristics, warranties and service.

18. SUBMITTALS

.1 The Contractor ("Installer") of the dock system shall include, in the sealed tender envelope:

a) A copy of Manufacturer's Certificate of Authorization indicating the Installer has been certified by the Manufacturer to install the type of dock system and its components specified.

b) The Manufacturer's literature of the proposed system components.

End of Section

STEM Project Number 17069

Project Name: **City Marina Dock Replacements at Bellevue Marina - 1 Pine St. & Bondar Marina - 65 Foster Dr. Sault Ste. Marie, Ontario for the Corporation of the City of Sault Ste. Marie**

Submitted By:

Contractors Name: _____

_____

Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

Addendums: The undersigned has received, become familiar with and have incorporated the provisions prepared by the consultant of

Addendums No. _____ through _____ inclusive.

Offer: The undersigned, having become thoroughly familiar with the tender documents, having attended all mandatory meetings at locations affecting the performance and cost of the work, and having inspected the site, hereby proposes to provide all labour, material and services required to complete the work of all trades and agree to enter into a contract with the Project according to the Contract Documents including all Addenda(s) as prepared by the Consultant, for the **Stipulated sum** (excluding Value Added taxes) **and inclusive of;**

- ITEM A) Location #1 – Bellevue Marina, 1 Pine St.

  _____

  _____($_____._____)

- ITEM B) Location #2 – Bondar Marina, 65 Foster Dr.

  _____

  _____($_____._____)

TOTAL STIPULATED SUM = ITEM A) + ITEM B)

_____

_____**($_____._____)**

All amounts listed are in Canadian Dollars.

Declarations

We the undersigned declare that:

- We have arrived at this bid without collusion with any competitor or other and is in all reports fair and without collusion or fraud.
- All bid form supplements called for by the Bid Documents form an integral part of this bid.
- We will comply with the requirements as stated in the Bid Documents (i.e. Safety Programs etc.).

Harmonized Sales Tax: The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the stipulated lump sum amount. The amount of the HST is:

_____

_____($_____.___)

Completion Date: I/We have reviewed with all of our sub-trades and suppliers and the earliest the Construction of this Project will be "Totally Performed" is

_____ weeks from Tender Award.

Signatures: Authorized Signatures

Name:_____

Title:_____

Name:_____

Title:_____

Witness:_____

Date:_____

Seal:

End of Section

SCHEDULE 1

SYSTEM DESCRIPTION

Provide description of the proposed dock system including, but not limited to, the following: decking, substructure, floats, gangways, security access gates, anchoring systems, utility pedestals, emergency ladders, and shore landings.

SCHEDULE 2

Submitted By: (Contractors Name)

_____

Subcontractors and Major Suppliers: Provide only one name for each. The BIDDER lists herein any Subcontractors and Major Supplier for the trades and who he/she proposes to employ on the project, and upon whose subtrade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work.
Listed subcontractors must be equipped to perform the work required by this project and therefore must have both adequate workforce and equipment necessary to complete the task.

Trade/Division/Product	**Subcontractor/Supplier**

SCHEDULE 3

SUBSTITUTION OR ALTERNATE PROCEDURES

Substitutions or alternates to the drawings and general provision of the contract Documents MUST be pre-approved prior to close of tender. All amendments to the drawings/details caused by the alternates or substitutions will be included in the deduction value listed below. The bidder hereby provides the Substitutions or alternates prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Values may be used in the selection of the Contractor.

Description	Unit	Value DEDUCT
1.0_____	LS	$_____

_____
(hand write total value) from the Tender Price (H.S.T. not included)

2.0_____	LS	$_____

_____
(hand write total value) from the Tender Price (H.S.T. not included)

3.0_____	LS	$_____

_____
(hand write total value) from the Tender Price (H.S.T. not included)

SCHEDULE 4

SEPARATE PRICE ITEMS

The bidder hereby provides the separate prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Should the scope of the work be modified, provide a separate price in the form of an amount to be ADDED or DEDUCTED to the Stipulated Sum Tendered Offer amount (on first page of the tender form) should the Owner choose to change the contract scope.

Description	Lump Sum Price
_____	Add/Deduct $_____
_____	Add/Deduct $_____
_____	Add/Deduct $_____
_____	Add/Deduct $_____

1.0 GENERAL

1.1 Introduction

.1 The following Supplementary Conditions modify, change, delete from or add to the Articles of Agreement, the Definitions, and the General Conditions of the Stipulated Price Contract, Standard Construction Document CCDC 2, latest edition.

.2 Where any Article, Definition, General Condition, paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Definition, General Condition paragraph, subparagraph or clause shall remain in effect.

.3 The following Articles, Definitions, General Conditions, paragraphs subparagraphs or clauses thereof have been modified in these Supplementary Conditions:
GC 1.1: Documents
GC 11.1.1.1 General Liability Insurance
GC 11.1.1.4(1) Builder's Risk Coverage
GC 13: Applications for Payment
GC 14: Progress Payments
Part 6: Changes in the Work

1.2 Modifications to General Conditions

.1 GC 1.1 Documents
.1 Add following paragraph to GC 1.1:
"1.1.13 The Specifications are divided into Divisions and Sections for convenience. They shall be read as a whole. This division places no responsibility upon the Consultant to settle disputes between any Subcontractors or between any Subcontractor and the Contractor, relating to the scope of work."

.2 C 2.3 Review and Inspection of the Work
.1 Item 2.3.2 revised to:
"2.3.2 If the work is designated for tests, review or approvals……..authorities."
.2 Item 2.3.4 revised to:
"2.3.4 If the contractor covers…..for special tests reviews or approvals before such special tests, reviews or approvals are made….if so directed uncover such works, have the reviews or tests satisfactorily completed….expense."

.3 GC 5.2 Applications for Progress Payment
.1 Add the following paragraph:
"5.2.7 The second and all subsequent applications for payment shall be accompanied by a Statutory Declaration, executed by the Contractor, in the form prescribed by the Consultant, declaring that all Subcontractors, wages for labour, and accounts for products have been paid up to and including the date of the last previously approved application for payment."

.4 GC 5.3 Progress Payments
.1 Paragraph 5.3.2: Amend the paragraph to read as follows:
"5.3.2 The Owner shall make payment to the Contractor on account in accordance with the provisions of Article A-5 Payment no later than Thirty (30) days after the issuance of a certificate for payment by the Consultant."

.5 GC 6.2.3 Valuation and Certification of Changes in the Work

.1 Add the following paragraphs:

"In the case of changes in the Work to be paid for by the Owner under the methods described in paragraph 6.2.2, the Contractor and Subcontractor, respectively, may add to the reasonable net cost of additional work a fee, or markup, inclusive of overhead and profit, limited to the following:

a) Subcontractor may add to the total net cost of labour and materials, a fee, or markup, equal to Ten (10) per cent of such cost.

b) The Contractor may add to the net cost of additional work by a Subcontractor, a fee, or markup, equal to Ten (10) per cent of the total sum quoted by such Subcontractor.

c) The Contractor may add to the total net cost of labour and materials of additional work to be carried out by his own forces, a fee, or markup equal to Ten (10) per cent of such cost.

d) Such fee, or markup, by Contractor and Subcontractor, respectively, shall be based on net additional cost for any one change in the Work, such net additional cost being derived by deducting credits for labour and materials involved in deleted work from the cost of labour and materials involved in additional work. When quantities of the same product or material are changed in the same Change in the Work, the change in the Contract Price shall be based on the net difference in quantity between the product or material deleted and the same product or material added. The procedure of crediting deleted material at a certain unit cost and then charging the aggregate quantity of the same material at a higher unit cost will not be accepted."

`Overhead' shall include any additional charges and/or premiums for Permits, Bonds, Insurance and the like, which may result from Changes in the Work, whether calculated on the basis of quoted Unit Prices, or on the basis of Cost Plus Fee or Markup."

Except where Unit Prices have been quoted the value of a change in the Work shall be determined by method (c).

Where the additional cost of a change in the Work has been quoted by the Contractor and accepted by the Owner in the form of a lump sum as evidenced by the issuance of a Change Order, such quoted cost shall be deemed to have included all costs, including any costs for delay of work, which are or may be occasioned by such change. No later claims for additional costs will be considered."

.6 GC 8 Dispute Resolution

.1 Delete Part 8, Dispute Resolution, items 8.1, 8.2 and 8.3.

.7 GC 11.1.1.1 General Liability Insurance

.1 Delete reference to CCDC forms. Substitute IBC Form 2100 or its equivalent.
.2 Owner and Consultant to be shown as additional insured.
.3 Provide Thirty (30) days notice of cancellation by registered mail, to Owner or Consultant.
.4 Liability coverage to be provided at a minimum of $5,000,000 (5 million dollars).

.8 GC 11.1.1.4(1)Builder's Risk Coverage

.1 Delete reference to CCDC forms.
.2 Policy to be in joint names of the Owner and the Contractor on IBC form 4042 or its equivalent replacement subject to a maximum deductible of $2,500.00.
.3 Provide Thirty (30) days notice of cancellation by registered mail, to the Owner.

End of Section

1. COORDINATION WITH OCCUPANTS

.1 Throughout construction the existing premises will generally be occupied. The work will be required to be coordinated with the owner and any occupants in the marinas throughout the duration of construction.

2. COMMUNICATION

.1 All communication and project administration will be via email. Contractor shall be responsible for establishing and maintaining a valid address. The address shall be the same throughout the duration of the contract.

3. SITE SERVICE

.1 The bidder shall ascertain, from the relevant authorities, the available and existing locations of all services to the project, and without limiting the generality of the foregoing, in particular such services as electric light, power, sewers, water supply, gas, telephone and transportation and availability of roads for traffic, and shall ascertain what prior notice will be required for the installation of the service to the project.

.2 Bidders shall be aware that electrical lines run along certain docks involved in replacements and may present as an electrical hazard. Take all necessary precautions by arranging electrical service disconnection to ensure safe working conditions.

4. NO SMOKING POLICY

.1 No-Smoking Policy: By-Law Number 2003-7, smoking is prohibited in public places and city buildings. It applies to everyone at all times.

5. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

.1 Refer to GC 3.3.

.2 Provide temporary utilities controls in order to execute work expeditiously.

.3 Remove from site all such work after use.

6. SITE STORAGE AND LOADING

.1 Confine the Work and the operations of employees to limits indicated by the Contract Documents. Do not unreasonably encumber the premises with Products.

.2 Do not load or permit to be loaded any part of the Work with a weight or force that will endanger the Work.

7. SANITARY FACILITIES

.1 Sanitary facilities will not be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

8. TEMPORARY DOMESTIC WATER AND STANDARD POWER

.1 Temporary Water and Standard Power receptacle outlets for construction purposes are available at the site and will be made available to the contractor. The contractor shall review the site to determine if the in-place provisions are adequate to conduct the work. Otherwise, the contractor is required to make provisions to provide the services necessary to conduct the work.

.2 Provide all hoses, valves and connections for water from source designated by the owner when made available.

.3 Provide and pay for temporary power required during construction for temporary lighting and the operating of power tools.

.4 Arrange for connection with appropriate utility company. Pay all costs for installation, maintenance and removal.

.5 When available, electrical power should be extended as required from the source.

9. TEMPORARY TELEPHONE

.1 A dedicated land-line will not be required for this project. However, the site superintendent is expected to have a mobile phone (preferably with a built-in camera) and able to be contacted by the Consultant.

10. EQUIPMENT, TOOLS, AND MATERIALS STORAGE

.1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause the least interference with work activities.

11. BUILDING SITE

.1 The contractor shall use reasonable care and responsibility to protect the site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.

12. HEALTH & SITE SAFETY

.1 Safety and security of the Owner's property and the Occupants is not to be compromised by construction activity. Responsibility for a safe environment is the Contractor's. Prior to beginning work on site, a comprehensive safety plan is to be presented and reviewed in detail with the Owner's representatives.

13. PROJECT COORDINATION

.1 Refer to GC 3.1.

.2 Coordinate progress of the Work including progress schedules, submittals, use of site, temporary utilities, construction facilities.

14. CUTTING AND PATCHING

.1 Where new work connects with existing and where existing work is altered, all necessary cutting and fitting required to make satisfactory connections with the existing work shall be performed under this contract so as to leave the entire work in a finished and workmanlike condition.

.2 Make good all concrete, masonry, plaster, decking and other materials and finishes which are damaged or disturbed during the progress of installations or alterations under the contract.

.3 Where existing work is to be made good, the new work shall match exactly the old work in material, form, construction and finish, unless otherwise noted as specified.

.4 Fit work airtight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.

.5 The work of the various trades shall be properly coordinated, taking into account also the existing installations to assure the best arrangement of pipes, conduits, ducts and mechanical, electrical and other equipment in the available space. If required, in critical locations, interference and/or installation drawings shall be prepared showing the work of the various trades, as well as the existing installation, and shall be submitted to the Consultant for approval before the commencement of work.

.6 Remove and replace defective and non-conforming work.

.7 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical work.

.8 Perform work to avoid damage to other work.

.9 Prepare surfaces to receive patching and finishing.

.10 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.

.11 Restore work with new products in accordance with Contract Documents.

.12 Refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

15. PROJECT MEETINGS

.1 To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Consultant will conduct project meetings throughout the construction period.

.2 Meetings will be scheduled to include an Owner's staff representative.

.3 Agenda Item: To the maximum extent practicable, advise the Consultant at least

24 hours in advance of project meetings of all items to be added to the agenda.

.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 such other copies as he wishes.

.5 Meeting Schedule: Except as noted below for Preconstruction Meeting, project meetings will be held every two weeks. Coordinate as necessary to establish mutually acceptable schedule for meetings.

.6 Meeting Locations: Normally meetings will be held at the job site.

.7 Preconstruction Meeting: Preconstruction meeting will be scheduled within 7days after the award of contract. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The Consultant will advise other interested parties and request their attendance.

16. SHOP DRAWINGS AND SUBMITTALS

.1 Refer to GC 3.10.

.2 Submit to Consultant submittals listed with reasonable promptness and in an orderly sequence so as to not cause delay in the Work.

.3 Work affected by the submittal shall not proceed until review is complete.

.4 Review submittals prior to submission to the Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents.

.5 Verify field measurements and affected adjacent Work areas are coordinated.

17. OPERATING MAINTENANCE MANUALS

.1 Two weeks prior to Substantial Performance of the Work, submit to the Consultant, two copies of operating and maintenance manuals.

.2 Manuals to contain stipulations of the membrane maintenance required to abide by the warranty requirements.

.3 Bind contents in a three-ring, hard covered, jacketed binder. Organize contents into applicable categories of work, parallel to specifications Sections.

18. RECORD DOCUMENTS

.1 Identify one set of drawings and specifications as "Project Record Copy".

.2 Maintain in new condition and make available for inspection on site by Consultant.

.3 Accurately and neatly record deviations from Contract Documents caused by site conditions and changes.

.4 Record locations of concealed components of mechanical and electrical services.

.5 On completion of Work and prior to final inspection, submit record documents to Consultant.

19. SCHEDULES

.1 Construction Progress Schedule.

.1 Refer to GC 3.5.

.2 Submittal Schedule for Shop Drawings, Product Data and Samples.

.1 Refer to GC 3.10.

.2 Submit initial schedule within 15 days of the award of the Contract.

.3 Maintain the schedule with monthly updates.

20. QUALITY CONTROL

.1 Refer to GC 2.3.

.2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant instructions, or the law of the Place of the Work.

.3 If the Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have the inspections or tests satisfactorily completed and make good such Work.

.4 Independent inspection and testing agencies will be engaged by the Consultant for the purpose of inspecting or testing portions of Work. Costs shall be allocated as set out in Cash Allowances in this Section - or directly by the Owner.

.5 Provide equipment required for executing inspection and testing by the appointed agencies.

21. PROJECT CLEANLINESS

.1 Refer to GC 3.13.

.2 Remove waste material and debris from the site and deposit in waste Container at the end of each working day.

.3 The contractor shall remove all construction debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

22. PRODUCT AND MATERIAL QUALITY

.1 Refer to GC 3.8.

.2 Products, materials, equipment and articles (referred to as Products throughout the specifications) incorporated in the Work shall be new, not damaged or defective, of the best quality compatible with specifications for the purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.

.3 Defective Products, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Remove and replace defective Products at own expense and be responsible for delays and expenses caused by rejection.

.4 Should any dispute arise as to the quality or fitness of Products, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.

.5 Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship has been defined by manufacturer's name and catalogue number, reference to recognized industry and government standards, or description of required attributes and performances.

.6 Handle and store Products in a manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.

.7 Store packaged or bundled Products in original and undamaged condition with manufacturer's seals and labels intact.

.8 Store products subject to damage from weather in weatherproof enclosures.

.9 Unless otherwise indicated in the specifications, install or erect Products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.

.10 Notify the Consultant in writing, of conflicts between the specifications and manufacturer's instructions, so that the Consultant may establish the course of action.

.11 Improper installation or erection of Products, due to failure in complying with these requirements, authorizes the Consultant to require removal and reinstallation at no increase in Contract Price.

23. CONCEALMENT

.1 Refer to GC 6.4.

.2 In visible areas, conceal pipes, ducts and wiring in, except where indicated otherwise.

.3 Before installation, inform the Consultant if there is a contradictory situation.

.4 Install as directed by Consultant.

24. SYSTEMS DEMONSTRATION

.1 Prior to final inspection, demonstrate operation of each system to Owner and Consultant.

.2 Instruct personnel in operation, adjustment, and maintenance of equipment and systems, using provided operation and maintenance data as the basis for instruction.

25. INSPECTION AND TAKEOVER PROCEDURES

.1 Prior to application for certificate of Substantial Performance, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and the building & site is clean and in condition to match or better than the condition before the work started.

.2 Notify the Consultant in writing, of satisfactory completion of the Work and request an inspection.

.3 During the Consultant inspection, a list of deficiencies and defects will be tabulated. Correct same.

.4 When the Consultant considers deficiencies and defects have been corrected and it appears requirements of the Contract have been performed, make application for certificate of Substantial Performance.

.1 Follow the procedures as outlined in OAA/OGCA Document 100 and in the Construction Lien Act, current version.

End of Section

1.0 GENERAL

1.1 DESCRIPTION

.1 Work Included

.1 Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting of the pertinent characteristics.

.2 All work on this project is to conform to the Ontario Building Code and the occupational Health and Safety Act. It is the Contractor's responsibility to provide materials and workmanship which meet or exceed these or other specifically named Code or standard.

.3 It is also the Contractor's responsibility, when so required by the Contract Documents or by written request for the Consultant, to deliver to the Consultant all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the consultant, and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purposed by the consultant.

.2 Related Work Described Elsewhere: Specific naming of codes or standards occurs on the Drawings and in other sections of the Specifications.

1.2 QUALITY ASSURANCE

.1 Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the item procured for use in this work meet or exceed the specified requirements.

.2 Rejection of non-complying items: The Consultant reserves the right to reject items incorporated into the Work which fail to meet the specified minimum requirements. The Consultant further reserves the right, and without prejudice to other recourses the Consultant may take, to accept non-complying item subject to an adjustment in the Contract Amount as approved by the Consultant and the Owner.

.3 Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations.

ASTM	American Society for Testing and Materials
CSA	Canadian Standards Association
ACI	American Concrete Institute
CEMA	Canadian Electrical Manufacturers Association
CGSB	Canadian Government Specifications Board
CRSI	Concrete Reinforcing Steel institute
OBC	Ontario Building Code
NBC	National Building Code

NFPA	National Fire Protection Association
RSIO	Reinforcing Steel Institute of Canada
ULC	Underwriters Laboratories of Canada
UL	Underwriters Laboratories Inc.
FM	Factory Mutual
OHSA	Occupational Health and Safety Act
AODA	Accessibility for Ontarians with Disabilities Act

.4 Contractors shall be aware of and abide by The Ontario College of Trades and Apprenticeship Act, 2009 (OCTAA). The Ontario College of Trades (the College) is an industry-driven, professional regulatory body that protects the public by regulating and promoting the skilled trades. One of the main responsibilities of the College is to ensure that individuals performing the skills of compulsory trades have the training and certification required to legally practise this trade in Ontario. The College is also responsible for:

- Issuing certificates of qualification and statements of membership
- Establishing apprenticeship programs and other training programs
- Maintaining a public registry of its members
- The process for determining appropriate apprentice to journeyperson ratios
- The process for trade classification reviews
- Establishing the scope of practice for trades

End of Section

1. GENERAL

1.1 GENERAL

1. These Specifications describe the technical requirements for a Contract to design, construct, and install the mooring float system (floats (all types), fingers (all types), mooring system, and connections) for Bellevue and Bondar marinas, located at 1 Pine Street and 65 Foster Drive respectively, in Sault Ste. Marie, Ontario in accordance with the design criteria, materials and standards, inspection and testing sections which follow.

1.2 RELATED SECTIONS

1. _____

1.3 REFERENCES

1. Any conflict between this Specification and the referenced codes, standards, and regulations shall be immediately brought to the City of Sault Ste. Marie Representative's attention for resolution.
2. The latest edition of, and any standards referenced by, the following standards shall apply to the Work.
3. Perform Work in accordance with all applicable codes including federal, provincial, or municipal jurisdiction, provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
4. The following codes and standards shall be referenced and adhered to where appropriate for design, performance, materials, and quality:
    1. Canadian Standards Association (CSA International):
    2. CAN / CSA A23.1-09 / A23.2-09 Concrete Materials and Methods of Concrete Construction / Test Methods and Standard Practices for Concrete
    3. CAN / CSA A23.3 Design of Concrete Structures
    4. CAN / CSA A23.4 Precast Concrete - Materials and Construction
    5. CAN / CSA W186 Welding of Reinforcing Bars in Reinforced Concrete Construction
    6. CAN / CSA A3000-08 Cementitious Materials Compendium
    7. CAN / CSA G30.18-09 Carbon Steel Bars for Concrete Reinforcement
    8. CAN / CSA S269.3-M92 (R2008) Concrete Formwork
    9. CAN / ULC S701-11 Standard for Thermal Insulation, Polystyrene, Boards and Pipe Covering
    10. CAN / CSA S16 Design of Steel Structures
    11. CAN / CSA G40.20 / G40.21 General Requirements for Rolled or Welded Structural Quality Steel
    12. CAN / CSA-S6 Design of Highway Bridges
    13. CAN / CSA-S157 Strength Design in Aluminum
    14. CAN / CSA W59.2 Welded Aluminum Construction
    15. CAN / CSA B111 Wire Nails, Spikes and Staples
    16. CAN / CSA O80 Wood Preservation
    17. CAN / CSA O112 Series Standards for Wood Adhesives

18. CAN / CSA O86-09 Engineering Design in Wood
19. CAN/CSA-B651 Accessible design for the Built Environment.
20. National Building Code of Canada 2010 (NBCC)
21. NLGA Standard Grading Rules for Canadian Lumber
22. The Engineered Wood Association (APA)
23. Government of Ontario (2005) Ontario Regulation 191/11, Integrated Accessibility Standards, Accessibility for Ontarians with Disabilities Act, 2005, Last amendment, O. Reg. 165/16.
24. City of Sault Ste. Marie, Facility Accessibility Design Standards (most recent).
25. All other applicable codes

1.4 DEFINITIONS

1. A floating main walkway is a platform-type floating structure which provides pedestrian access.
2. Main walkway float assemblies:
    1. Widths according to drawings; minor variances (within .2m will be allowed).
    2. Utility corridor and junction boxes to house electrical and potable water services to utility pedestals must be accessible from top of deck.
3. Finger floats (all types) connected to the main walkway floats are:
    1. To be a width of 0.75m minimum up to 1.2m in width, specified by proponent based on proprietary system; length of finger to be prescribed by Contract Drawings.

1.5 GENERAL REQUIREMENTS:

1. Tenderers Qualifications:
    1. The tenderer must be sufficiently experienced, to the satisfaction of the Engineer, in the design, fabrication and installation of floating-type dock structures in Canada. The tenderer must provide to the satisfaction of the Engineer, of at least three (3) similar floating dock and gangway systems for marinas he has produced/installed in Canada and that have been in service for at least three years.
2. Warranty:
    1. The Tenderer shall be responsible for proper performance of the work of the specifications and all work must be maintained in accordance with operation and maintenance instructions provided by the manufacturer and accepted by the Engineer.
    2. The Tenderer must provide a warranty, for a period of ten (10) years from the date of the completion of installation of the floating dock system, guaranteeing the workmanship, materials and performance of all the components of the floating docks and gangway system including the structure and deck of the dock and gangway, the floats, all connections and all associated hardware.
    3. Subject to clause 1.5.2.1 the Contractor agrees to correct promptly, at his own expense, defects or deficiencies in the work which appear prior to and during the period of ten (10) years from the date of the completion of the installation of the dock system.
    4. The Contractor agrees to correct or pay for damage resulting from corrections made under the requirements of paragraph 1.5.2.3.
    5. The manufacturer shall furnish design calculations for all components of the docks and gangways and the entire docking system. The calculations shall show clearly the

structural integrity and buoyancy provided by the docks and gangways. The calculations shall include complete anchoring design, freeboard calculations under dead load only and dead and live loads and structural integrity calculations of all dock units and connections. The shop drawings and calculations shall bear a seal of a professional engineer licenced to practice in the Province of Ontario.

1.6 FLOATING STRUCTURES AND MOORING SYSTEM:

1. The layout of docks will be as shown on the Drawings. The structural and floatation system for the floats shall be determined by the Contractor as being the most appropriate to meet design and performance criteria outlined herein.
2. The general configuration of the docks shall be in accordance with the Contract documents. Configuration may be adjusted to suit specific manufacturing standard features. The adjustments must not reduce the number of slips. The size of slips indicated on the general layout drawing shall be used as a standard unless a proprietary system provides for adjusted berth widths based on accepted standards. These adjustments must be clearly identified by the Contractor. If major, they have to be identified as an option with clear identification of respective cost increase or reduction. Any deviation from the Contract documents requires approval from the City of Sault Ste. Marie.
3. The quantity of individual float modules shall be determined by the Contractor to meet at a minimum, the buoyancy requirements for anticipated live and dead loads.
4. The mooring system for the main walkways (all types) and finger floats (all types) shall be determined by the Contractor as the most appropriate to meet the design and performance criteria outlined herein, except where specifically specified.
5. The Contractors scope of Work shall include the design and installation of all mooring connections and associated items such as hawse pipes, and all other associated connection hardware.
6. The Contractor shall be fully responsibility for the design, construction, installation, and quality control of the floats and mooring system and ensure that they meet the structural strength, buoyancy, durability, and performance requirements as established by these Specifications.
7. The Contractor shall arrange and pay for the delivery of the floats to the Site either by land or in the water. The delivery schedule shall be mutually agreed with the City of Sault Ste. Marie.

1.7 SERVICES:

1. Services, where required, are to house potable and electrical services as indicated in associated Contract documents.

1.8 SERVICE LIFE

1. The minimum service life of the marina float assembly is 30 years with minimal maintenance. Expected maintenance shall be limited to replacement of safety cleats or safety surface on the gangway.

1.9 DESIGN CRITERIA

1. The floating main docks (all types), finger docks (all types), gangway and connections shall be designed to withstand wind, wave, current, impact, rust, and user loading that may reasonably be expected to occur during the life of the structure as the result of the dock's and gangway's location and exposure. The design requirement indicated herein the minimum design standards.
2. Environmental Loads:
    1. All floating units and mooring systems shall be designed to withstand the forces and displacements from the 1 in 50 year return period environmental loads given below:

1. Wave Loading:

1. Hs: 0.55 m (transmitted wave, inner harbour)

2. Tp: 3.4 s

2. Wind Loading (All Direction):

1. Hourly Average: 16.2 m/s 0.171 kPa

2. 30 s Gust: 21.4 m/s 0.297 kPa

3. Current Loading:

1. Negligible for inner harbour.

4. Ice Loading:

1. Ground Snow Loads:

.1 SS: 3.1 kPa

.2 SR: 0.4 kPa

2. Average Estimated Ice Thickness: 2 m.

3. Horizontal Dynamic Ice Load: 215 kN (on a 16 in. diameter pile).

4. Moving Ice Energy (1 year Return Period, 1 m Ice Floe): 23.5 kJ.

5. Maximum lateral and longitudinal mooring loads due to 30 s gust on fully occupied marina. These loads to do not act concurrently:

1. Main walkway (all types):

.1 Maximum Lateral Force: 55 kN

.2 Maximum Longitudinal Force: 175 kN

2. Finger floats (all types):

.1 Maximum Lateral Force: 44 kN

.2 Maximum Longitudinal Force: 175 kN

2. The following definitions for wave loading apply:

1. Significant wave height, Hs, is defined as the average of the highest 33% of the waves in a sea state.

2. Wave height is the vertical distance from trough to crest of a wave.

3. Peak wave period, Tp, is defined as the wave period of the most energetic waves in a sea state.

4. Wave period is defined as the time between successive wave crests as measured from a stationary point.

3. The floating units and mooring system shall be designed as permanent structures and shall be designed to withstand ice loading resulting from freezing and thawing of the water.

4. The floating dock system shall be designed to accommodate a design water level of 177 m.

3. General Design Requirements:

1. The dimensions, configuration and appearance of the floating main walkways (all types) and floating finger docks (all types), gangways and connections shall be fully compatible with the layout, and configuration of the existing shore walls and fixed pier

structures. Location plans, cross-sections, and details of the proposed basin are shown in the contract drawings. Configuration may be adjusted to suit specific manufacturing standard features. The adjustments must not reduce the number of slips or size of slips indicated on the general layout drawing. These adjustments must be clearly identified by the Contractor. If major, they have to be identified as an option with clear identification of respective cost increase or reduction.

2. Float widths given are "clear" widths and include walers. Deck width should be adjusted accordingly.

3. Marina floats shall be designed to resist the berthing and mooring loads from a 7.3 m vessel moving at 0.6 m/s and striking the float from any direction.

4. The deck shall sit level with a maximum cross slope of 2% and maximum longitudinal slope of 1.6%, under the influence of live load and point loads, and less than 100 mm deviation between highest and lowest deck elevations throughout the system of floats.

5. The differential elevation between adjacent float units, in place, shall be no more than 13 mm. Changes in level between 6 mm and 13 mm shall be beveled with a slope not steeper than 1:2.

6. Gaps between adjacent float units shall not be wider than 25 mm. Where this is unavoidable, cover plates shall be provided.

7. Deck level under dead load and snow load as specified above shall be at water level without full submergence. Stability shall be checked and verified for this loading.

8. The Drawings will specify the magnitude and location of any additional special dead and live loads to be placed on the floats. The design shall include these additional dead loads when meeting the requirements and stability calculations listed herein and shall include the superimposed dead and live loads.

9. Connections:

    1. Connections between float units shall be designed to carry the loads specified in Clause 1.9.2 with consideration given to the cyclic nature of the wave loads and the resulting effect of fatigue and wear on connecting surfaces. Provision shall be made for energy and shock absorption at the connection.

    2. Connections between the gangways and shore wall and between the floating main docks and gangways shall be so designed that the gangway can be readily disconnected and moved.

    3. The connections shall be of rugged design and shall be so designed that the gangways can 1) have a lateral movement in both horizontal directions when docks anchored on chains are moving laterally and 2) are able to move freely in the vertical direction between the design high water level and the design low water level and the design low water level without any manual adjustments to the connections. The connections shall have the same structural strength as the gangways and floating main docks.

    4. The connections shall not impair neither the structural integrity nor the appearance of the shore wall and shore wall cap.

    5. The top planks of the gangways shall be flush with the top of the shore wall. Cover plates shall not extend more than 12 mm above the level of the top of the shore wall cap.

    6. The connections shall be designed so that they function at all times while at any water level between the minimum and maximum design water levels and while subjected to any or all design loads.

    7. All connections between marina floats should be of high reliability and suitable for public use. It is preferred that a rigid connector using through-rods be used. A

maximum degree of freedom should be provided at each connection through the use of a clevis, swivel, connecting links, and/or short lengths of chain.

8. Connections between main dock sections and main dock and finger docks (all types) shall be designed to avoid noise generated by dock movement.

9. Connecting hardware and its attachments between any adjacent floating dock units shall be designed to support a shear force of 20T in vertical and horizontal direction. The tenderer shall supply in its tender document all information to prove the above specifications are met.

10. All connections between main floating dock sections will have to allow a ± 10° lateral rotation to avoid major stress at these critical connections. The above specification 1.3.2 and 1.3.3 will still have to be respected. The tenderer shall supply in its tender document all information to prove the above specifications are met.

10. The floating docks and gangway shall be designed to withstand storm conditions producing incident waves up to 450 mm in height and consider that wave reflection from the shore walls of the mooring basin will cause reflected wave that may combine with incident waves or short term water surface fluctuation that exceed the height of the incident wave.

11. The floats (main walkway and finger), and gangways shall be so designed that the system can remain in the water throughout the year, including the winter. The docks may be disconnected from their shore wall connections during the winter, if necessary, but ramps will not be removed.

12. All floats (main walkways and fingers) and gangway decks shall be provided with safety cleats or other appropriate treatment of the walking surface to insure safe and adequate traction under all conditions.

13. All floating finger and main docks shall be provided with mooring cleats along the side of the docks. All mooring cleats shall be attached to the structural components of the docks and connections designed to be fast and easy to install. They shall be fastened with stainless steel bolts to stainless steel back plates inserted into tracks located at the top of the dock's frame. These back plates shall measure the full length of the cleat. The Contractor shall supply in its tender document all information to prove the above specifications are met.

14. Decking:

    1. The same decking material should be applied on floating main docks, floating finger docks and gangways. This decking should be covered by a 10-year warranty (against at least breaking, UV protection, deformation), include anti-slip surface, and be resistant to chemical and hydrocarbon products commonly used within harbors.

    2. The decking shall be designed to support dead load plus a concentrated vertical live load of 200kg located anywhere on the deck surface. The distributed and concentrated live loads may not be applied simultaneously. The decking shall also have a high mechanical resistance: breakage > 400 daN at concentrated load.

    3. A sample of the decking shall be provided upon request. The tenderer shall supply in its tender document all information to prove the above specifications are met. The dock shall be designed to readily accommodate the installation of water and electrical services including the installation of power and water pedestals meaning: access from the top at any point along the main floating dock by removing ONLY the cover on top of the utility trough width and therefore allow to keep the decking on the rest of the dock width to allow safe walking during installation or maintenance of the utilities.

15. Design Loads:

1. The weights of all framing, decking, connections, flotation units and all permanently attached equipment shall be included as dead loads.
2. Structural capacity of floating dock and gangways shall be such that they can withstand a uniformly distributed live load of 2.5 kPa over the entire decking surface.
3. Floats (main walkways and fingers) and gangways shall be designed to carry a uniformly distributed live load of 2.44 kPa (4 kPa for gangways - CAN / CSA-S6) or a concentrated load of 1.8 kN over the whole or any part of the deck. Stability shall be checked and verified for this loading condition.

16. The Floats (main walkway and finger), gangway and their connections shall be designed to withstand, undamaged, the impact of a boat. The impact load shall be based upon the mass of the boat and its velocity and angle of approach at impact. The following should be considered as maximum values, and should be adjusted upward by the designer as he considers appropriate.

1.

BOAT DOCK SIZE	WEIGHT OF BOAT	HEIGHT OF BOAT
mass of boat at 10,000 mm dock	10,100 kilograms	2.2 meters
mass of boat at 11,000 mm dock	12,700 kilograms	2.6 meters
mass of boat at 12,000 mm dock	15,300 kilograms	2.6 meters
mass of boat at 15,000 mm dock	27,000 kilograms	3.0 meters
VELOCITY:		
velocity of boat approach	1 metre/second	
ANGLE:		
angle of boat approach	10 degrees	

17. Freeboard:
    1. Under dead load only shall be a minimum of 550 mm and maximum of 650 mm.
    2. Under dead load and live load the floats (main walkways and fingers) shall be designed to have a minimum freeboard of 200 mm. Loading should not create a cross slope greater than 2%.

4. Main Walkways (All Types) and Finger Floats (All Types):
    1. The general arrangement of the marina floats shall be as shown in the Drawings.
    2. The Contractor is responsible for verifying the stability and structural integrity of the marina floats due to any singular or realistic combination of loading conditions given herein.
    3. Main dock shall be assembled from a number of main dock units. The length of all but one main dock units shall be not less than 12 metres.
    4. Modules for the main walkway floats (all types) shall have the following characteristics under dead load:
        1. Type 1:

        1. Width: 1.80 m
        2. Freeboard: 550 mm
        3. Length: Full constructed length as shown on Drawings
        4. Draft: Shall be determined by the Contractor

    5. The unimpeded clear width for all main walkway floats shall be the full width of the float as indicated in 1.9.4.4.1.1.

6. Where a main walkway float must support a gangway, special attention must be given to ensure that adequate flotation is provided for the floating dock to support the dead and live loads of both the floating dock and gangway. The freeboard of the main dock within 3 metres of the base of the gangway shall not vary more than 25 mm from the average freeboard outside of this part of the main dock under dead or dead and live load applications.

7. A replaceable wearing surface shall be fixed to the deck of the main walkways (all types) under the rollers of the gangways. The surface shall be hot dipped galvanized with zinc coating to ASTM A123/A123M and measure 2,000 mm by 3,000 mm by 6 mm, or approved alternative, and fastened with flush mounted bolts, or approved alternative.

8. Where shown, walkways shall be designed to adequately support and connect a utility pedestal without impediment to boaters, or mooring operation.

5. Finger floats:

1. Shall have the following characteristics under dead load:

1. Type 1:

1. Width: 0.91 m (minimum from connection to main walkway (all types) to then end of the finger, not including platform or area for corner dock boxes)

2. Freeboard: 550 mm

3. Length: Full constructed length as shown on Drawings

4. Draft: Shall be determined by the Contractor

2. Type 2:

5. Width: 1.75 m (minimum from connection to main walkway (all types) to then end of the finger, not including platform or area for corner dock boxes)

6. Freeboard: 550 mm

7. Length: Full constructed length as shown on Drawings

8. Draft: Shall be determined by the Contractor

2. All finger floats shall also be designed to adequately support a triangle / corner-type dock box without impediment to boaters, or mooring operations. The box shall be minimum 900mm high, 900mm wide and 600 mm deep.

3. Tapered sections will be allowed, as long as they meet the requirements of this specification and all related Contract documents.

4. The unimpeded clear width for all finger float types for the full length of the finger shall be the finger width as indicated in 1.9.5.1.1.1. Unless tapered fingers are used and as such the clear width required is the full width of the finger as it tapers along its length.

5. All finger floats shall be constructed as a single unit and shall be attached to the main float in such a way as to ensure stability and transmission of mooring and berthing loads.

6. The anchoring system shall be designed assuming boat impact forces, and wind forces can come from any direction.

6. Moorings:

1. The maximum allowable horizontal displacement for all main walkway float systems (all types) anchored with chain moorings is 1,000 mm in all directions.

2. Finger floats (all types) shall not require an independent mooring system and shall be designed to accommodate berthing and environmental forces at the walkway connection.

3. Mooring chain and fittings shall be sized to resist the unfactored (working) loads specified herein. The required chain / fitting breaking strength load shall be based on the governing load case forces multiplied by a safety factor of 3.

4. The hawse pipes and chain connections to the floats shall be designed for the breaking strength of the chain.

5. Required anchor holding capacity (resistance to sliding and/or pullout) shall be calculated on the basis of the governing load case forces multiplied by a safety factor of 2 with a coefficient of friction of the bed soil of 0.3. Anchor shall be of a type proven to be resistant to sliding and/or pullout.

6. Inclination of chain at the anchor, relative to horizontal plane, shall not be greater than three degrees. Sinker weights may be utilized to meet this criterion and to reduce the overall chain length required.

7. Chain and anchor mooring system for the main walkways (all types) and finger float (all types) assemblies are prescribed.

8. The contactor must provide a map of the anchoring systems' locations and its calculations for verification before undertaking the work.

9. A layout plan of the anchoring system, specifying the details of the components and showing the method of attachment to the docks, together with each load calculations shall also be provided. The quantity and positioning of the anchoring system units must be selected so that the loads applied to the structures are evenly distributed over all the anchorage points.

10. No portion of the floating dock shall at any time while subjected to any or all design loads, excluding boat impact, move to a position more than 0.5 metres horizontally in any direction from the position that portion of the dock maintained during minimum live loading, after installation.

11. Any anchoring system requiring manual or mechanical adjustments shall be designed so that the manual effort required to adjust the anchoring system is minimized and can be operated by a one man crew.

12. The anchoring system shall function at any water level between the minimum and maximum design water levels without any adjustment from the marina operator.

7. Gangways:

1. Design to follow CAN / CSA-S6 Design of Highway Bridges

2. Gangways shall respect the position of the main walkways (all types) as indicated on the Contract drawings. Gangway design shall be in accordance with all relevant codes and regulations including but not limited to the Accessibility for Ontarians with Disabilities Act (AODA) and the City of Sault Ste. Marie's accessibility standards.

3. Gangway design shall make sure adequate clear width of the main walkway (all types) is available for all boaters to safely and comfortably access their boats, as indicated in the Contract drawings.

4. Gangways shall be designed to minimize dead loads transmitted to the floating main docks.

5. The live load transmitted from a gangway to a floating dock may be calculated on a basis of a 4.0 kPa applied to the total surface area of the gangway.

6. Gangway connections shall be so designed that the gangway can be readily disconnected and moved.

7. Gangways between the shore or fixed structures and main walkway floats (all types) shall be aluminum and shall have the following characteristics:

1. Width: the more stringent as indicated in 1.3.4.23 and 1.3.4.24

2. Length: the more stringent as indicated in 1.3.4.23 and 1.3.4.24

3. Maximum Slope: 1:12 or the more stringent as indicated in 1.3.4.23 and 1.3.4.24

8. The gangways will be fixed to the shore or fixed structures by a hinge joint (double articulation: vertical and lateral) and allowed to slide on caster rollers on the main walkway floats (all types).

9. Handrails are required.

10. Loading on the gangways is as follows:

    1. Uniform Load: 4.0 kPa

    2. Concentrated Load: 1.8 kN

    3. All transition plates shall have a maximum slope of 1:12 or the more stringent as indicated in 1.5.4.23 and 1.5.4.24

11. Handrails and guards shall be provided on both sides of all gangways. The handrails and the guards shall be 1070 mm minimum and 1150 mm maximum above walking surface. Safety rails shall be provided. Handrails shall be designed to withstand a minimum live load of 1.0 KN per linear metre applied horizontally to the top rail, normal to the span. All gangways will have a curb of 100 mm on either side of the gangway. The Contractor is to ensure that the handrails, guards and curbs all conform to the codes and regulations as specified in clause 1.3.4.

8. Materials and Fabrication:

Materials and fabrication methods must comply with standards as outlined herein and the codes and standards in 1.3.4 shall be referenced and adhered to where appropriate for design, performance, materials, and quality and adhere to 2.2.

1.10 FUNCTIONAL REQUIREMENTS

1. Finger floats (all types) shall be supplied with three 300 mm galvanized cleats, equally spaced on either side, with 24.5 kN loading capacity for vessel moorage. Alternatives must be approved by the Consultant. Manufacturer to provide recommended locations. The mooring cleats used for vessel sizes between 15m and 20m shall support 5 Tons of force in any direction and shall have a minimum length of 300 mm. The tenderer shall supply in its tender document all information to prove the above specifications are met.

2. A utility corridor to house PVC conduit pipes for electrical wiring shall be provided within the design of the main walkways (all types). No permanent utility lines should be located on or attached to the deck surface of the marina float. Care should be taken when placing the utility corridor that access panels will not create a tripping hazard.

3. Access panels with removable covers shall be provided to give access to the utility corridor at regular intervals along the full length of the marina float.

4. The utility corridor shall be constructed with regular drainage holes and moderate slopes so that there is no standing water within the corridor.

5. No utility lines shall have less than 150 mm clearance above the water surface under dead load only and not less than 50 mm clearance under dead load, uniform live loads, and point loads.

6. The holes where utility lines pass through structural members shall be chamfered 6 mm to 13 mm to reduce wear on the conduit. Alternatives shall be approved by the Consultant.

7. Current Firefighting Codes and recommendations for fire fighting and safety equipment, namely, NFPA 303, NFPA 306 and any other relevant NFPA Code, shall be adhered to by the Contractor and supplied as part of the design build.

1.11 SUBMITTALS

1. Within ten (10) days following execution of the Contract, the Contractor shall furnish complete shop drawings including the following:
2. Contractor shall submit Drawings and calculations sealed by a Professional Engineer licensed in the Province of Ontario.
3. These Drawings shall identify:
    1. Design requirements.
    2. Design codes used.
    3. Typical layout of floating docks and gangway.
    4. Typical section of floating docks and gangway.
    5. Connections between floating main docks; floating main docks and finger docks; all 90 degree connections between floating main docks, floating docks and gangway, gangway and shore.
    6. Floats and their position within the structure.
    7. Buoyancy compensation.
    8. Anchoring system: layout and interface with the floating docks.
    9. Cleats and their attachment to the floating docks and fingers.
    10. Member sizes.
    11. These drawings shall clearly show all the dimensions in metric units, be drawn to scale and shall specify.
4. The materials used for fabrication and installation of the components shall not begin until Drawings and calculations are approved by the Consultant. Specific specification sections address submittals for certain components.

1.12 QUALITY CONTROL AND QUALITY ASSURANCE

1. Quality control shall be performed by the Contractor. Contractor shall perform quality control testing as necessary to show the Work and materials are in accordance with the Project Specifications. All quality control test results shall be promptly submitted to the City of Sault Ste. Marie Representative.
2. Quality assurance may be performed by the City of Sault Ste. Marie. Contractor shall coordinate activities, provide construction support and cooperate with the City of Sault Ste. Marie, or representative, in the execution of quality assurance.

1.13 SHOP DRAWINGS

1. Preliminary Shop Drawings:
    1. Based on the layout shown in the Drawings, the Contractor shall submit preliminary Shop Drawings for review by the City of Sault Ste. Marie and the City of Sault Ste. Marie's Consultants.
    2. Preliminary Drawings shall show the following:
        1. The general arrangement of the floats.
        2. The general layout of the float substructure.
2. Final Design Shop Drawings

1. Upon the completion of the City of Sault Ste. Marie's review and acceptance of the details as shown on the preliminary Drawings, the Contractor shall proceed with detailed design and detailing of the floats.
2. Detailed Shop Drawings showing all details necessary for construction shall be submitted for review by the City of Sault Ste. Marie and the City of Sault Ste. Marie's Consultants.
3. Detailed Shop Drawings shall be in AutoCAD format.
4. All Shop Drawings shall be in metric units at an appropriate scale to show the design intent.
5. After receipt of reviewed Shop Drawings, the Contractor shall resolve all remaining design issues to the satisfaction of the City of Sault Ste. Marie and finalize Shop Drawings for construction.
6. The Contractor shall submit final Shop Drawings as issued for construction. Final Shop Drawings shall bear the seal of a Professional Engineer registered in the Province of Ontario who is responsible for the design of the floating structure.

1.14 RECORD DRAWINGS

1. At the completion of floating structure construction and installation, the Contractor shall update Shop Drawings as necessary to record as-built conditions and submit electronic and paper copies to the City of Sault Ste. Marie.

2. PRODUCTS

2.1 ENGINEERS APPROVAL:

2. All materials and components are subject to the approval of the Consultant.

2.2 MATERIALS:

3. All ferrous materials shall be hot dipped galvanized in accordance with ASTM A123/A123M.
4. Structural steel plates, shapes, and bars shall conform to CSA CAN3-G40.20 and CAN3-G40.21, Grade 350W. Hollow structural steel sections shall conform to CSA CAN3-G40.20 and CAN3-G40.21, Grade 350W.
5. Aluminum shall be Series 6000 and suitable for its intended use and for full exposure to freshwater marine environment and shall conform to S157-05/S157.1-05. The frames of the aluminum docks will be of the Pratt Truss type comprised of TUBULAR extruded aluminum profiles. The use of open channels or angles in the frame shall not be permitted.
6. Decking:
    1. Hardwood, pressure treated wood, 100% polypropylene or composite material for a marine environment. Composite material shall be made from hardwood and polyethylene.
    2. The frame supporting the decking shall be made of steel, aluminum, wood or approved equivalent.
7. All welds shall conform to CSA W59 or CSA W59.2.
8. The tenderer shall have welding procedures applicable to this type of construction. Welders shall be currently certified to weld the various materials to be incorporated in the work. A copy of the shop certification shall be furnished to the client with the bid.
9. All bolts, nuts and washers shall be as indicated on the shop drawings, or if not so indicated, shall be of the size, shape and length sufficient for their intended uses and shall be stainless

steel (mandatory for aluminum docks) or hot dipped galvanized. Protection from galvanic action of dissimilar metals shall be provided.

2.3 FLOATS:

1. Hollow steel floats shall be steel pipe with a minimum wall thickness of 4.76 mm conforming to ASTM A-139B. Steel floats shall be galvanized after manufacturing.
2. Hollow floats shall be pressure tested for air tightness. Air testing to be carried out at 340 kPa for 15 minutes. Leaks are to be repaired and the test repeated. Test plugs to be tightly sealed upon completion of testing.
3. Thin shelled floats will be allowed, encasement to be polyethylene having an average thickness of 5mm; resistant to UV radiation from sun light for 15 years. The floats shall be completely filled with expanded polystyrene. The expanded polystyrene shall be produced by a manufacturer who has been continuously engaged in production of expanded polystyrene for floatation for at least 10 years. The foam shall have a minimum density, in place, 16kg/m3, shall be filled to 95% with expanded polystyrene with a minimum density of 16kg/m3 + or – 5% and shall pass the Hunt 7 days Water Absorption Test, Wall Thickness Test and ASTM Falling Dart Puncture Test. The floats will have to be fabricated in one piece. Floats fabricated with two (or more) welded components shall not be accepted. Pressure points resulting from bolted connections to the aluminum frame shall not be accepted.
4. Floats must be 10-year warranted or more, and maintenance free for the design life of the dock system.
5. The tenderer shall supply in its tender document all information to explain if and how the marina operator can raise the buoyancy locally for unexpected or further phases of additional loads on the docks without dismantling the docks and the existing floats.
6. Fenders:
    1. The dock's lateral fender shall be a non-marring polyethylene fender with U.V. stabilizers. Extruded fender size is to be a minimum 12,5cm in height x 0,3cm wall thickness. This fender shall be set up continuously on all sides of the docking system. No screws, nails or bolts shall stick out of this fender.
    2. Corner bumpers shall be made of non-marring Polyethylene with U.V. stabilizers. They shall be a minimum of 21,6cm in height and cover the full height of the dock's frame. There shall be a corner bumper at every corner of the dock structure.

3. EXECUTION

3.1 FABRICATION

7. Floating main docks, finger docks and gangways shall be completely prefabricated by the dock manufacturer at his plant and delivered ready for assembly at the site. Utilities, such as power and water may be installed in the field.
8. All docks units and gangways shall be manufactured at a facility adequately equipped to accomplish the manufacturing process.
9. The gangways and floating docks shall be built square, true, straight and accurate to the required size with all joints closely fitted and properly secured.

3.2 INSTALLATION

10. Dock units and gangways shall be carefully unloaded and kept in orderly piles or stacks until flotation in water. None but competent craftsmen shall be employed to float and connect the units. Workmanship shall be first class throughout.

11. Wherever possible, parts shall be mounted so that they can be removed and replaced without interference from, injury to, or removal of other parts.

12. No opening in the deck surface shall be more than 6 mm in width unless specified elsewhere within these specifications.

3.3 MANUFACTURER'S SUPERVISION

13. If docks are not installed by the manufacturer, the manufacturer will supervise the installation. To assure that assembly and installation of the floating dock units is performed in accordance with the manufacturer's recommendations, the manufacturer shall provide a full time qualified representative at the job site during the assembly, installation and anchorage of the floating dock units.

3.4 OPERATING MANUAL

14. Provide manual describing operation or adjustment of dock system such as anchoring system, and maintenance requirements.

End of Section

ADDENDUM NO. 1
for
BONDAR AND BELLEVUE MARINAS
FINGER DOCK REPLACEMENTS
For the
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The following addendum has been prepared to make corrections, clarifications and amendments to the contract documents. This Addendum forms part of the Contract Documents. Insert this Addendum behind the Title Page of the Contract Documents. Changes are shown in **Bold.**

BID DOCUMENTS

a) Instruction to Bidders 00 21 10-1

3.1 SCHEDULE

DELETE:

"Attendance at mandatory site meetings on August 21, 2017, starting at 9:00 am at Bellevue Marina, and 10:00 am at Bondar Marina, is required prior to the submission of a bid".

ADD:

"Optional site meetings will be held on Tuesday, August 22, 2017, starting at 11:30 am at Bellevue Marina, and 12:30 pm at Bondar Marina".

b) Instruction to Bidders 00 21 10-2

4.1 BIDDER ELIGIBILITY

DELETE:

"Eligible Bidders must attend the mandatory site meetings".

ADDENDUM NO. 2
for
BONDAR AND BELLEVUE MARINAS
FINGER DOCK REPLACEMENTS
For the
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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BID DOCUMENTS

a) Instructions to Bidders 00 21 10-1

1. SCOPE

ADD:

.3 ***Add to end of the second bullet:*** **"… that are not identified to be salvaged".**

.5 Docks 'B' and 'E' at Bellevue Marina are to remain the property of the City. Upon removal, these docks are to be stored in the northeast corner of the Bellevue Marina parking lot.

b) Instructions to Bidders 00 21 10-1

2. CLOSING

DELETE:

.1 Sealed tenders for this requirement will be accepted until:
Monday, August 28, 2017 12:00 noon, local time.

ADD:

.1 Sealed tenders for this requirement will be accepted until:
Wednesday, September 6, 2017 12:00 noon, local time.

c) Instructions to Bidders 00 21 10-1

3. SCHEDULE

DELETE:

.2 It is intended to award the project shortly after City council has reviewed and approved the recommended tender at their September 11, 2017 meeting. The work may take place after the budget has been approved by council. The Consultant will provide a Letter of Intent to the successful bidder subsequent to Council Approval.

.3 The work is required to be totally complete by November 3, 2017.

ADD:

.2 It is intended to award the project shortly after City council has reviewed and approved the recommended tender at their September 25, 2017 meeting. The work may take place after the budget has been approved by council. The Consultant will provide a Letter of Intent to the successful bidder subsequent to Council Approval.

.3 The work is required to be totally complete by May 11, 2018.

d) Instructions to Bidders 00 21 10-5

13. INQUIRIES DURING TENDER

ADD:

.2 Original drawings of the marina docks are available in digital format from the consultant upon request.

.3 Pictures of the marina docks are available in digital format from the consultant upon request.

e) Marina Floats 35 51 30-3

1.7 SERVICES

ADD:

.2 An electrical junction box is to be provided at the landing of Dock 'E' located at Bellevue Marina.

ADDENDUM NO. 3
for
BONDAR AND BELLEVUE MARINAS
FINGER DOCK REPLACEMENTS
For the
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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BID DOCUMENTS

a) Instructions to Bidders 00 21 10-5

16. CLIENT SPECIFIC CONDITIONS

DELETE:

.1 This project is subject to the Collective Agreement with the Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486. (The Agreement that requires the City to use only Contractors who are in contractual relations with these unions for work in the ICI sector).

DRAWINGS

b) C5.0 Bellevue Marina, Docks 'B' and 'E', Proposed Layout

CHANGE MARINA PEDESTAL NOTE TO:

.3 TYPICAL PROPOSED PEDESTAL/HOSE BIB LOCATIONS (4 TOTAL). PEDESTALS TO BE MARINA ELECTRICAL EQUIPMENT INCORPORATED'S HARBOR LIGHT MODEL HL30100 OR APPROVED EQUAL. EACH PEDESTAL TO HAVE 4-30A, 125V L5-30R TWIST-LOCK SHOREPOWER RECEPTACLES WITH CORRESPONDING INTERLOCKING CIRCUIT BREAKERS; COPPER STUD-LUG SINGLE PHASE 125/250V TERMINAL BLOCKS; DUAL ¾" IPS BALL VALVE HOSE BIBS WITH CORRESPONDING VACUUM BREAKERS; AND AMBER POLYCARBONATE LENSES.





Poralu Marine

COPY

City Marina Dock Replacements
Bondar and Bellevue Marinas
Proposal and Technical Product Specifications



PORALU MARINE

STEM Project Number 17069

Project Name: **City Marina Dock Replacements at Bellevue Marina - 1 Pine St. & Bondar Marina - 65 Foster Dr. Sault Ste. Marie, Ontario for the Corporation of the City of Sault Ste. Marie**

Submitted By:

Contractors Name: Poralu Marine Inc.

Address: 345 Boulevard Industriel, St-Eustache
Québec, Canada, J7R 6C9

Telephone Number: 450-491-6505

Facsimile Number:

Addendums: The undersigned has received, become familiar with and have incorporated the provisions prepared by the consultant of

Addendums No. 1 through 3 inclusive.

Offer: The undersigned, having become thoroughly familiar with the tender documents, having attended all mandatory meetings at locations affecting the performance and cost of the work, and having inspected the site, hereby proposes to provide all labour, material and services required to complete the work of all trades and agree to enter into a contract with the Project according to the Contract Documents including all Addenda(s) as prepared by the Consultant, for the **Stipulated sum** (excluding Value Added taxes) **and inclusive of;**

- ITEM A) Location #1 – Bellevue Marina, 1 Pine St.

  Three hundred fifty-six thousand seven hundred ($ 356 700 . 00)

- ITEM B) Location #2 – Bondar Marina, 65 Foster Dr.

  Eighty-five thousand one hundred sixty-five ($ 85 165 . 00)

TOTAL STIPULATED SUM = ITEM A) + ITEM B)

Four hundred forty-one thousand eight hundred sixty-five **($ 441 865 . 00)**

All amounts listed are in Canadian Dollars.

Declarations

We the undersigned declare that:

- We have arrived at this bid without collusion with any competitor or other and is in all reports fair and without collusion or fraud.
- All bid form supplements called for by the Bid Documents form an integral part of this bid.
- We will comply with the requirements as stated in the Bid Documents (i.e. Safety Programs etc.).

Harmonized Sales Tax: The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the stipulated lump sum amount. The amount of the HST is:

Fifty-seven thousand four hundred forty-two and forty-five ($57 442.45)

Completion Date: I/We have reviewed with all of our sub-trades and suppliers and the earliest the Construction of this Project will be "Totally Performed" is

36 weeks from Tender Award. by May 11, 2018

Signatures:

Authorized Signatures

Name:

Title: Philippe LEMAY, General Manager

Name:

Title:

Witness:

Date: 2017-09-01

Seal:

End of Section

SCHEDULE 1

SYSTEM DESCRIPTION

Provide description of the proposed dock system including, but not limited to, the following: decking, substructure, floats, gangways, security access gates, anchoring systems, utility pedestals, emergency ladders, and shore landings.

Please see included detailed description and technical specifications of the Poralu System.

SCHEDULE 2

Submitted By: (Contractors Name) Poralu Marine Inc.

Subcontractors and Major Suppliers: Provide only one name for each. The BIDDER lists herein any Subcontractors and Major Supplier for the trades and who he/she proposes to employ on the project, and upon whose subtrade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work.
Listed subcontractors must be equipped to perform the work required by this project and therefore must have both adequate workforce and equipment necessary to complete the task.

Trade/Division/Product	**Subcontractor/Supplier**
Plumbing Services	McLeod Bros Mechanical
Electrical Services	Red Star Electric

SCHEDULE 3

SUBSTITUTION OR ALTERNATE PROCEDURES

Substitutions or alternates to the drawings and general provision of the contract Documents MUST be pre-approved prior to close of tender. All amendments to the drawings/details caused by the alternates or substitutions will be included in the deduction value listed below. The bidder hereby provides the Substitutions or alternates prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Values may be used in the selection of the Contractor.

Description	Unit	Value DEDUCT
1.0_____	LS	$_____

_____
(hand write total value) from the Tender Price (H.S.T. not included)

2.0_____	LS	$_____

_____
(hand write total value) from the Tender Price (H.S.T. not included)

3.0_____	LS	$_____

_____
(hand write total value) from the Tender Price (H.S.T. not included)

SCHEDULE 4

SEPARATE PRICE ITEMS

The bidder hereby provides the separate prices listed which include all labour, material, equipment and provisions for a complete job. All prices provided shall be exclusive of Harmonized Sales Tax. Should the scope of the work be modified, provide a separate price in the form of an amount to be ADDED or DEDUCTED to the Stipulated Sum Tendered Offer amount (on first page of the tender form) should the Owner choose to change the contract scope.

Description	Lump Sum Price
Bondar : length of gangway = 7m instead of 9m	Add/Deduct $ - 3 000$
Bellevue (B) : length of gangway = 9m instead of 13m	Add/Deduct $ - 4 125$
Bellevue (E) : length of gangway = 15m instead of 22m	Add/Deduct $ - 23 000$
	Add/Deduct $

AODA : the slope shall not be steeper than 1:12, which require long gangways (9m, 13m and 22m).
With a slope of 1:8, the gangways can be 7m, 9m and 15m which offer a price reduction of 30 125$.

AVIVA

SURETY'S CONSENT

This Surety's Consent is issued simultaneously with bid bond No. 482273-007-17 and forms an integral part thereof.

Date: AUGUST 31, 2017

No: 482273-007-17

WHEREAS **PORALU MARINE INC.** (Principal) has submitted a written tender to THE CORPORATION OF THE CITY OF SAULT STE. MARIE (Obligee) dated _____ concerning:

CITY MARINA DOCK REPLACEMENTS AT BELLEVUE MARINA-1 PINE ST. & BONDAR MARINA- 65 FOSTER DR. SAULT STE. MARIE, ONTARIO FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE. PROJET NUMBER 17069

We, **Aviva, Insurance Company of Canada,** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of **QUÉBEC** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1.- a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of:

ONE HUNDRED PERCENT OF CONTRACT PRICE **(100 %)**

2.- a labour and material payment bond for **(100 %)** of the contract price not exceeding the maximum sum of:

ONE HUNDRED POURCENT OF CONTRACT PRICE **(100 %)**

The present Surety's Consent is null and void unless the application for the bond(s) is made to the Surety in writing within the **THIRTY (30)** days following the closing date of the call for tenders.

This Surety's Consent shall be null and void unless the Obligee, according notably to Article 2345 of the Civil Code of Quebec when requested by the Surety and before the issuance of the above mentioned bond(s), provides to the Surety the list of bidders and the bid price of each bidder.

PERFORMANCE EXCLUSION CLAUSE

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE SURETY WILL ONLY BE LIABLE UNDER THESE BONDS FOR THE PHYSICAL PERFORMANCE OF THE CONSTRUCTION WORK AND THE SUPPLY OF EQUIPMENT STIPULATED IN THE CONTRACT; MOREOVER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE BONDS WILL EXCLUDE ANY LIABILITY OF THE SURETY FOR ANY CLAIM RELATED DIRECTLY OR INDIRECTLY TO:"

(A) ENGINEERING, ARCHITECTURE, DESIGN OR WORK SUPERVISION;

CLAUSE FOR LIMITATION OF THE GUARANTEE STATED IN THE CONTRACT

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE GUARANTEE(S) STATED IN THE CONTRACT WILL BE COVERED BY THESE BONDS FOR A PERIOD NOT EXCEEDING ONE (1) YEAR AFTER THE COMPLETION OF THE WORK. THESE BONDS WILL BE RENEWABLE AT THE OPTION OF THE SURETY, IF REQUIRED. IT IS UNDERSTOOD THAT THE RENEWAL WILL NOT MODIFY NOR CUMULATE THE AMOUNT OF THE BONDS."

Aviva, Insurance Company of Canada

Witness

JOCELYNE HAMEL, attorney-in-fact

BID BOND

Standard Construction Document

CCDC 220 - 2002

No. 482273-007-17

Bond Amount 40,000 $

PORALU MARINE INC. as Principal, hereinafter called the Principal, and AVIVA, INSURANCE COMPANY OF CANADA a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in CANADA as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE CITY OF SAULT STE. MARIE as Obligee, hereinafter called the Obligee, in the amount of FORTY THOUSAND Dollars ($ 40,000) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated _____ day of _____, in the year _____

for CITY MARINA DOCK REPLACEMENTS AT BELLEVUE MARINA-1 PINE ST. & BONDAR MARINA- 65 FOSTER DR. SAULT STE. MARIE, ONTARIO FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE. PROJET NUMBER 17069.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within THIRTY (30) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

PERFORMANCE EXCLUSION CLAUSE

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE SURETY WILL ONLY BE LIABLE UNDER THESE BONDS FOR THE PHYSICAL PERFORMANCE OF THE CONSTRUCTION WORK AND THE SUPPLY OF EQUIPMENT STIPULATED IN THE CONTRACT; MOREOVER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE BONDS WILL EXCLUDE ANY LIABILITY OF THE SURETY FOR ANY CLAIM RELATED DIRECTLY OR INDIRECTLY TO:"

(A) ENGINEERING, ARCHITECTURE, DESIGN OR WORK SUPERVISION;

CLAUSE FOR LIMITATION OF THE GUARANTEE STATED IN THE CONTRACT

"IT IS UNDERSTOOD AND AGREED THAT IF THE FINAL CONTRACT BONDS ARE REQUIRED, THE GUARANTEE(S) STATED IN THE CONTRACT WILL BE COVERED BY THESE BONDS FOR A PERIOD NOT EXCEEDING ONE (1) YEAR AFTER THE COMPLETION OF THE WORK. THESE BONDS WILL BE RENEWABLE AT THE OPTION OF THE SURETY, IF REQUIRED. IT IS UNDERSTOOD THAT THE RENEWAL WILL NOT MODIFY NOR CUMULATE THE AMOUNT OF THE BONDS."

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 31 day of AUGUST, in the year 2017 .

SIGNED and SEALED

in the presence of

ATTORNEY IN FACT

PORALU MARINE INC.
Principal

Signature

Name of person signing

AVIVA, INSURANCE COMPANY OF CANADA
Surety

Signature

JOCELYNE HAMEL

Copyright 2002
Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)





Poralu Marine

City Marina Dock Replacements
Bondar and Bellevue Marinas
Proposal and Technical Product Specifications



PORALU MARINE

Executive Summary

We are pleased to provide Poralu's proposed solution for the design, supply and installation of a floating dock system that meets all the tender requirements for the City of Sault Ste. Marie's, City Marina Dock Replacement.

As per the Form of Tender, the cost associated with the Design-Build Services for the Dock Replacement, as per Poralu's Submitted Tender, is $ **441,865**.

System Description and Description of Firm

Operating since 1985, with over 8,000 projects and 50,000 berths installed and operational on 5 continents, Poralu Marine is one of the world leaders in the development and delivery of solutions for your marina's needs, from general works, to docking and equipment needs. We work closely with clients to meet current objectives and to deliver long term, low maintenance solutions.

Our work force and in-house engineering team based in Ontario and Quebec work side by with client teams to deliver projects with the highest standards and client considerations for cost reduction, cost recover and revenue creation, while balancing impacts on marine environments. Our team is here to work with operators, municipalities, Councils, directors and boards to optimize every aspect of your marina environment from boardwalks, to breakwalls, to bridges to docks. We provide everything from engineering to final installations of docks, breakwalls and wharfs. Fixed docks and floating docks. Boardwalks and bridges.

Poralu was one of the first dock manufacturers to use a complete, patented and exclusively aluminum structure with proprietary thick-walled floats made of roto-molded polyethylene, filled with expanded polystyrene. The Poralu system allows for flexibility in growth, development and design and as a Canadian manufacturer with global experience, we are poised to assist marinas with expanding, renovating, restructuring, and re-examining their general docking and marina needs. The Polaru System is an engineered and tested series and arrangement of pieces, that integrate one into the other to create a complete docking solution. Main frames are made of strong yet flexible aluminum; decking is made of very strong and durable polyethylene; floats are unsinkable and house services that are accessible from top of deck. The Poralu System is easily adjustable as the fingers and accessories fit into the extruded aluminum whaler. The Poralu System is all 'tied' together with our Silent-Bloc a rated 20,000 lb connector (detailed below) that provides a warrantied and strong connection for the docking system.

Being a leader and innovator is our passion. Avant-gardism is in our spirit. With meticulous attention to details and nothing left to chance. For your convenience, the components are designed to fit with ease, be interchangeable within your marina and to be virtually **maintenance free**.

Poralu Marine can provide full turn-key projects from the design of marinas, the anchoring, the installation of fixed or floating structures, and the required service components like pedestals, pump out stations, solar lights, fixtures and features.

Our R&D design departments and production teams strive to bring the product value to new levels, while constantly researching new ideas and ensuring the best level of quality and innovation. Customers can find assurance in our continued focus on quality and performance, and Poralu's up-to-date standing as an ISO 9001 Quality Insurance Certified Company.

For more information: www.poralu.com

Poralu has worked across Canada on projects including Town of Severn, Frenchman's Bay, Oak Bay Marina, Nanaimo, Victoria, Quebec City, Hamilton, Toronto's Outer Harbour, to name just a few of the 8,000 worldwide.

Outline of Qualifications and Experience:

Project Team ~ Engineering, Fabrication, Construction and Management

We have assembled a highly qualified and experienced group of companies and individuals to work with the City of Sault Ste. Marie. Collectively the companies and personnel selected have designed, manufactured and installed over 50,000 berths, over five continents and in four provinces across Canada.

Poralu Marine: Director General of Poralu & Project Manager: Philippe LEMAY, Ing
- COO and Engineering Manager: Poralu Marine Inc.
- Registered Engineer in Québec
- More than 10 years of experience in the marina industry.
- AODA Certified – Human Rights Commission

Engineering Partner, Hallex Engineering: Jim Halucha, M.A.Sc., MBA, P.Eng, PQS, PMP
- Partner, Hallex Engineering, Offices in Stoney Creek, ON and Niagara Falls, ON, 2005
- Registered Engineer in Ontario, 1997
- Ontario Provincial Standards (OPS) Compliance, AODA Compliance, Project Management

Poralu Marine: Regional Sales and Development: Stephen Fischer
- 10 years Project Management and Construction Management experience in municipal environment
- 5 years experience with Poralu products; installations, configurations, design
- Office located the Niagara Region, connected to all local suppliers/contractors

Poralu Marine: Sales Manager: Rémy Benois
- 20 years experience in various technical fields with more than 8 years in the marina industry
- Engineering background (France)

Poralu Marine: Installation Manager: Gabriel Foucault
- Vast experience in marina installation in various countries, configurations and constraints
- 7 years experience with Poralu
- Installation of more than 3,000 slips in over 30 large scale marinas
- Certified SeaFlex Installer

Electrical Marina Design Specialist: Chris Dolan
- 25 years experience with marine electrical design and development
- 1,000's of marina projects spanning South, Central and North America

a. Team Organization:

Roles and responsibilities of the team above can be summarized as follows:

Design, Engineering, Production Coordination – Philippe Lemay, Jim Halucha, Philippe Lavallee, Chris Dolan
Build, Installation & Servicing Coordination – Gabriel Foucault, Remy Benois, Stephen Fischer
Project Management – Philippe Lavallee, Stephen Fischer

b. References:

Poralu has over 8,000 projects to its name, a large number of which have been for municipalities, provincial or federal governments, agencies or authorities. Five such projects are list here:

- **Outer Harbour Marina, Toronto Port Authorities**, Toronto, ON – 600 slips

Federal Project completed in 2011. Design, remodel and replacement of all slips within the marina. Design build of all electrical and sanitary services, as well. EcoStyle polypropylene decking.

- **Québec City : Basin Louise (Phase 2)**, Quebec City, QC - 425 slips

Municipal Project. Full renovation of the existing marina including the installation of integrated central pump out system – turnkey installation. Anchoring on chain and deadweight blocks. Composite wood decking.

- **Montréal Vieux Port escale Vieux Port**, Montréal, QC – 335 slips

Federal & Municipal Project. Full design build and renovation of the existing marina in 2010-2011 including the installation of new floating buildings and restrooms. Turnkey installation performed by Poralu, in a site difficult to access. EcoStyle polypropylene decking. Anchoring on chain and deadweight blocks. Resurfacing of existing gangways.

- **Victoria Harbour Authority: Fisherman's Wharf** – Victoria, BC – 90 slips

Harbour Authority Project. Full renovation of the existing marina including a new design by Poralu Marine in 2013-2014 adding 30% more moorings. Supervision of the installation performed in tandem with employees of the Authority. EcoStyle polypropylene decking. Anchoring on Seaflex and screw embedment.

- **Harbour West Marina**, Hamilton, ON, Canada – 38 slips

Municipal & Port Authority Project from 2016, coordination with removals of sinking, hollow steel floats with new docking jetties attached to existing piles, with flexibility built in to later be repurposed and moved to new HPA Lift Piers and attached to H-beams on shorewall. EcoStyle polypropylene decking.

Methodology:

Our design build approach has been honed over the years and is quite streamlined, making it easier and more efficient for the client, municipal staff.

Our planning for the reply to the tender for the project includes site visits by all parties, multiple planning sessions to deal with specifications, a gap analysis of supplied drawings vs conditions vs tender specifications, posing of questions, interference review and coordination of trades.

Hazards and risks are then reviewed as they pertain to the site, site laydown and work to be performed. Production implications and raw material sourcing are studied and activities are scheduled to determine if timelines can be met.

Once awarded, the Project Manager at Poralu Marine takes over the project and coordination with the City. We employ a single point of contact to reduce communication noise and to seamlessly hand off from the office work to

the site work. On site, we again employ a single point of contact with the municipality to reduce communication noise and streamline the dealings between parties.

Meetings required (combination of in person and/or conference-style):

1. Contract finalization
2. Specification signoff
3. Project Kick-Off (site oriented)
4. Site Handover - Site Mobilization
    - Temporary washrooms (as needed)
    - Waste and disposals management
    - Safety Tool Box
    - Posting Boards for notices and drawings (as needed)
    - Signage (as needed)
    - Safety officers
    - Temporary enclosures and fencing
5. Weekly Site-Meeting (attended as determined by municipality)
6. Inspections
7. Close-Out

Risk Management:

At Poralu Marine, the entire premise of our work and product line is founded upon engineered solutions that mitigate risk by taking into account all the necessary risk factors from short term to long term; personal to public safety; environmental to economical concerns.

- On site, we follow and exceed all Ministry and government standards for occupational and public health and safety, and practice safe methods of posting notices, holding meetings, and the like, adhering to the OHSA.
- On site, we secure work areas and perimeters and employ safety and personal protection equipment.
- On site, we take appropriate measures to notify, sign, and advertise dangers and manage risks.
- We employ only trained and certified workforce.
- We, like marina owners and operators, are generally risk averse. To that point, the large, rigid, hollow steel tube float systems will always be subject to a level of risk; especially when considering the impacts of aging and rust affecting steel in the water. If damaged and taking on water, hollow steel floats also run the risk of sinking, taking out multiple slips at a time and taking entire sections of your marina out of commission.
- Poralu's aluminum docks are designed to sit with only a few inches of draft in the water and are therefore less affected by ice pressure during the winter, mitigating risks of taking on water and sinking. In addition, aluminum offers inherent flexibility within the frame to combat ice pressures that steel cannot provide.
- Our unique system allows your operation to adjust buoyancy at any location and anytime within the marina based on your desired buoyancy or boat configurations.
- The aluminum alloys used in our docking systems (similarly to those used in ocean going vessels) do not corrode even in aggressive saltwater and sea-air environments.
- A naturally occurring, and naturally reforming, oxide film neutralizes the effect of corrosion and provides protection for decades of marine use.

- Nothing is "maintenance free", but when compared to other systems the maintenance on an aluminum structure is significantly reduced. Our proposed maintenance is more of a service, a visual inspection, rather than a maintenance and/or adjustment regime.
- If a section of dock, finger or float on an aluminum system is damaged there is no need to replace the entire section. Repairs can be performed on-site and floats are individually replaceable with no impact on adjoining slips or an operator's revenue potential.
- The docking systems' use of multiple, EPS (Expanded Polystyrene) filled floats ensures that even in the event of float damage the system buoyancy is maintained. The 'load' of the dock is carried by many floats as opposed to one float, as in a large hollow steel float system.
- Disposals are managed according to Ontario's Environmental Protection Act
- Removals are completed in compliance with all environmental agencies regulations, stipulations and timeframes including the Department of Oceans and Fisheries (DFO), the Lake Simcoe Region Conservation Authority (LSRCA) and the Ministry of Natural Resources (MNR), as applicable.
- All workers and subcontractors must be registered members and submit clearance certificates for WSIB or provincial equivalent.

Schedule 1: Detailed Description of the System: Technical Specifications of Floating Dock System

We are pleased to provide the City of Sault Ste. Marie with a complete solution that meets or exceeds all the Tender Specifications, Product Detailing, Limits, and Performance Measures specified in the request.

1.1 Expected Design Life

The Poralu Marine dock system has been designed to provide the most effective solutions to changing marina environments, minimize general and annual maintenance costs, maximize the operational life of docks and make any servicing 'under the deck' as cost effective and as least time consuming as possible.
All components are manufactured from materials selected for their suitability for and performance in the marine environment with the ultimate aim to provide the maximum life span for the system.
The 6005A T6 aluminum alloy used is well known for its structural and mechanical qualities. It is the material typically used in the manufacturing of masts, and used in the aircraft, military and auto industries because of its strength and flexibility. Simply put, aluminum is the best metal there is for a water environment.

1.1.1 Dock Frames – Expected Minimum Design Life - 50 years

- Frames are made of Marine Grade Aluminum 6005A T6
- All fasteners in stainless steel
- All nuts are Teflon Coated to prevent "galling"
- No aluminum or stainless steel is immersed in water therefore **galvanic corrosion** does not occur
- No drilling or alteration to the frame structure is required for movement or placement of additional components (cleats, fingers, etc)

1.1.2 Dock Floats – Expected Minimum Design Life - 50 years

- **Unsinkable Floats** made of polyethylene and foam filled with EPS (expanded polystyrene) for safety and durability
- No reaction between water and polyethylene
- Impervious to cracking, water ingress, or marine growth
- No alteration to buoyancy through water absorption or degradation of internal foam by marine organisms
- Incorporated service ducts that are easily accessible through the decking
- No additional mechanical protection (i.e. conduits) required for cables in these ducts

1.1.3 Composite Decking – Expected Minimum Design Life - 50 years

- UV Stabilized decking
- Decking will not warp, rot, split, crack or deform in any way
- Individual planks may be easily replaced if somehow damaged
- Easy access to services provided by perpendicular access channel to the decking

1.2 Environmental Benefits

- Aluminum is a material that can be indefinitely recycled without loss of quality. It is in high demand and as such maintains a high market price.
- Recycling of aluminum requires only 5% of the energy required to produce it in the first place. That is to say that recycling of aluminum saves up to 95% of its embodied energy.
- Polyethylene, polypropylene and stainless steel (the other 3 major components of a Poralu system) are also fully recyclable / reusable materials.

- Similarly, as the docks and floats (with minimal draft) do not form a solid face, water and even debris can pass through the float gaps and water exchange is unaffected.
- Less anchoring points mean less impact on marine environment and lake beds

1.3 Durability, Maintenance, Repair and Risk Management

- The aluminum alloys used in our docking systems (similarly to those used in ocean going vessels) do not corrode even in aggressive saltwater and sea-air environments.
- A naturally occurring, and naturally reforming, oxide film neutralizes the effect of corrosion and provides protection for decades of marine use.
- Nothing is "maintenance free", but when compared to other systems the maintenance on an aluminum structure is significantly reduced. Our proposed maintenance is more of a service, a visual inspection, rather than a maintenance and/or adjustment regime.
- If a section of dock, finger or float on an aluminum system is damaged there is no need to replace the entire section. Repairs can be performed on-site and floats are individually replaceable with no impact on adjoining slips or an operator's revenue potential.
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- We, like marina owners and operators, are generally risk averse. To that point, the large, rigid, hollow steel tube float systems will always be subject to a level of risk; especially when considering the impacts of aging and rust affecting steel in the water. If damaged and taking on water, hollow steel floats also run the risk of sinking, taking out multiple slips at a time and taking entire sections of your marina out of commission.
- Poralu's aluminum docks are designed to sit with only a few inches of draft in the water and are therefore less affected by ice pressure during the winter. In addition, aluminum offers inherent flexibility within the frame to combat ice pressures that steel cannot provide.
- Our unique system allows your operation to adjust buoyancy at any location and anytime within the marina based on your desired buoyancy or boat configurations.

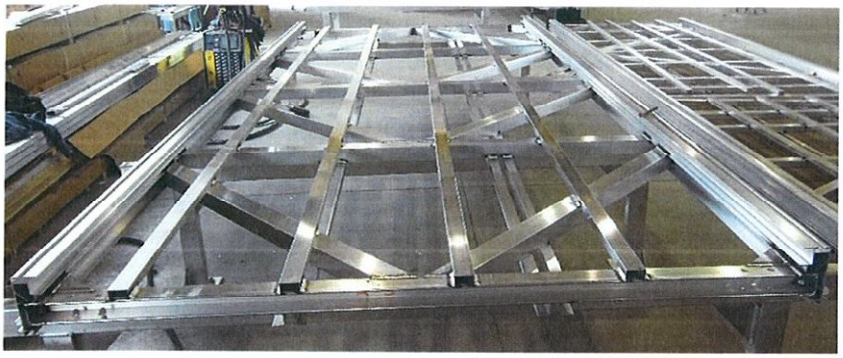
1.4 Component Details

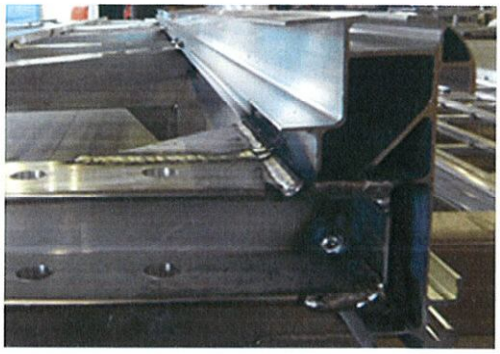




1.4.1 Aluminium Frames and Structures

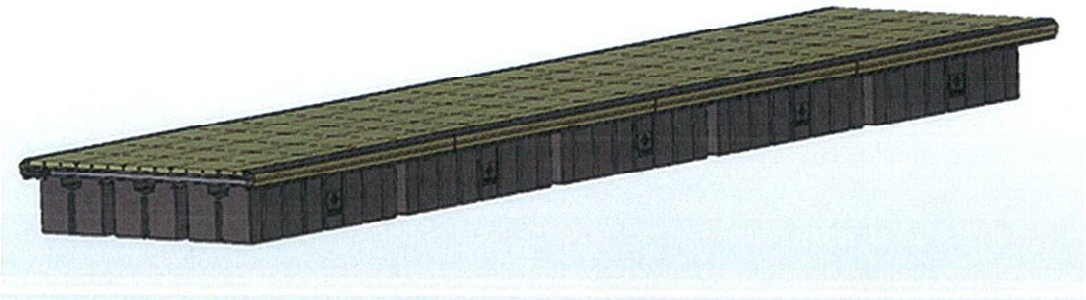
- Raw material: marine grade Aluminum alloy 6005 A T6
- Aluminum whalers made of patented closed tubular sections with tracks incorporated into the design for the fastening and adjustment of the accessories (fingers, floats, cleats, ladders...etc).
- Stiffeners and diagonals made of tubular sections welded on the whalers.
- Weight bearing decking profiles welded on the cross beams and wind bracings
- All welders are certified and undergo regular training sessions. (See welder certification at the end of this document)
- Weld metal type AG5 compatible with the parent metal
- Main weld process: M.I.G. (Metal Inert Gas)
- Structure designed and reinforced to handle golf carts and weight loads and proven to handle hurricanes conditions
  - Delivered predominantly in 40' (12m) sections– optimized shipping (trucks, containers) and meeting tender specifications



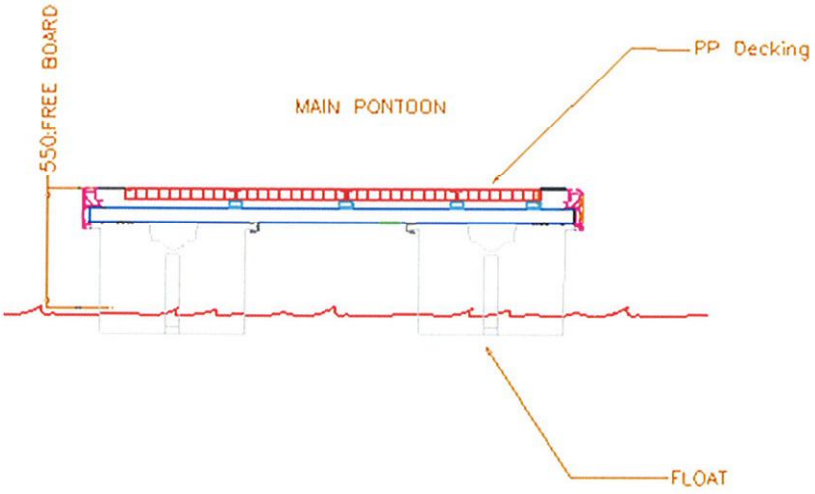


1.4.2 Floating docks on Aluminum Frames and Whalers

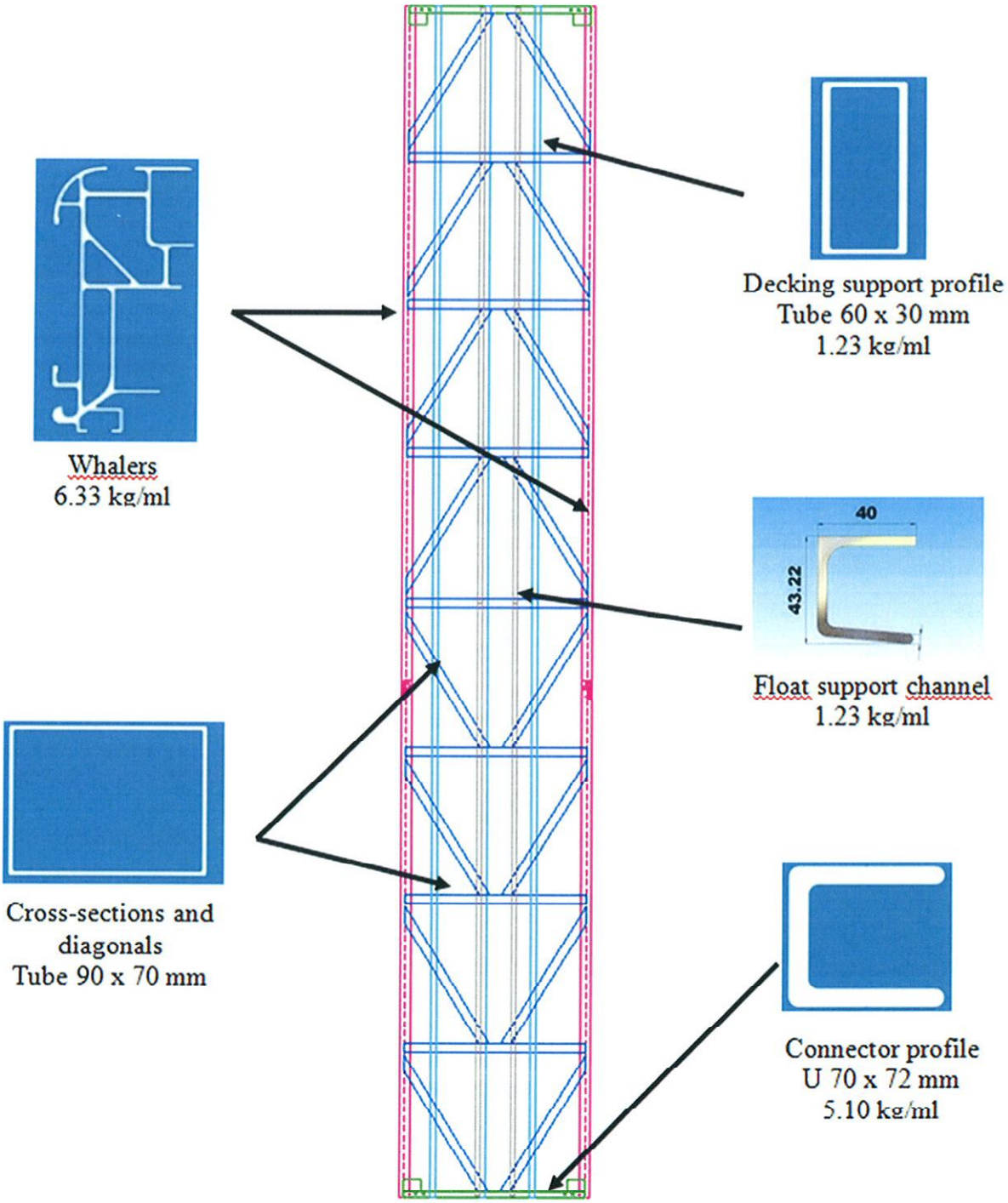
- All materials in our dock frames and floats meet or exceed the specifications and requirements outlined in the tender.
- Our aluminum extrusions provide us the ability to deliver all the necessary features including continuous fenders, flexibility, corner bumpers, accessible channels and service troughs.






550 FREE BOARD
MAIN PONTOON
PP Decking
FLOAT

Description of a standard dock frame:



1.4.3 Fingers

Our aluminum extrusions provide us the ability to deliver all the necessary features including continuous fenders, flexibility, end bumpers and slip number locations.

Connection points to main docks are tested and rated by engineering.



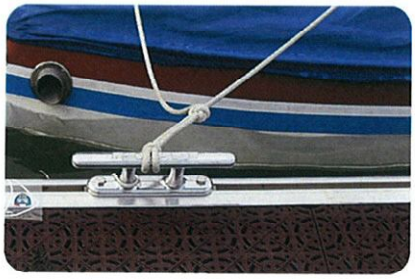


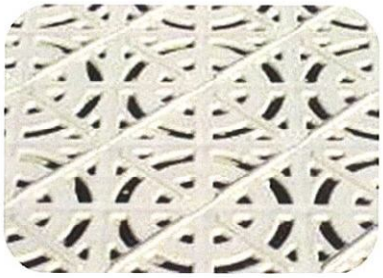




1.4.4 Decking – EcoStyle Polypropylene

- Non-slip, polypropylene decking with a reinforced UV screen, sand colored or brown colored.
- **10-year warranty**
- 100% recyclable
- Meets AODA requirements
- Tile system, each tile measuring 500 mm x 600 mm x 50 mm that allows light penetration (47% of the UV) to the water and marine environment below
- Resistant to chemical and hydrocarbon products commonly used within marinas
- High mechanical and impact resistance
- Fastening through a specific system of polypropylene disks and stainless steel screws to ensure easy assembling and dismantling operations
- Will keep same aesthetics year after year therefore allow phasing with no differences between the docks.
- In the Nautic Line - Sand and Brown colours are available and are part of our economical product line. Our system is also ready to accept upgrades to premium decking such as composite wood decking – EcoTeck – or IPE or Kebony wood products.





- This system, thanks to its modular assembly feature, makes it possible to gain **easy access** to technical ducts installed on the upper float surface, perform inspections, without divers and having to get into the water.





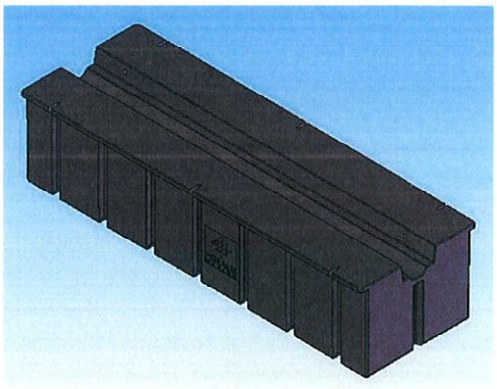
1.4.5 Floats

1.4.5.1 Dock Floats

- Unsinkable, Roto-molded polyethylene floats, foam filled with EPS (Expanded Polystyrene) for safety and durability
- No reaction between water and polyethylene
- Impervious to cracking, water ingress, or marine growth.
- No buoyancy decrease due to water absorption or degradation of internal foam by marine organisms
- Max water absorption of 5%
- Minimal draft in the water, therefore less affected by ice pressure during the winter
- 100% of the floats are **manufactured and tested under Poralu control** in order to ensure the best quality control
- **10-year warranty**

- ✓ Multiple floats are incorporated into each dock section to provide ultimate safety from sinking compared to the risk of single, hollow float systems
- ✓ No seams or welding required
- ✓ High resistance to impacts and severe weather conditions with closed cell polystyrene at a density of 16 kg/m3
- ✓ Polystyrene classified M1 (non-flammable)
- ✓ 100% leakage testing performed
- ✓ Built-in trough or 'technical channel' on top of the floats to enable installation of all required services immediately below the deck: cables, pipes for water and wastewater, fuel...

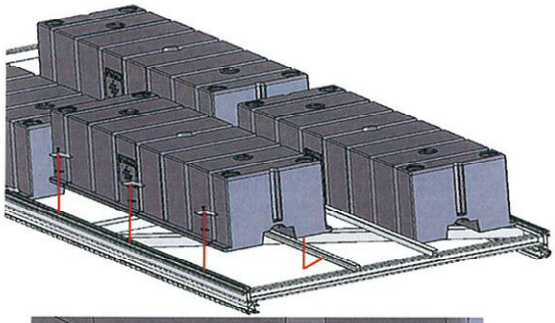


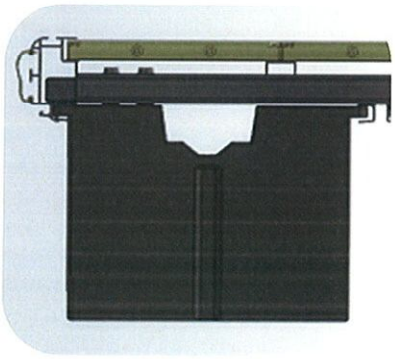


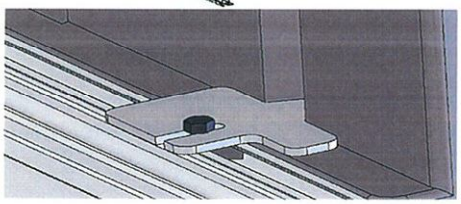
1.4.5.2 Float Fastening

- Floats are installed below the dock frames (Catamaran type, in at least 2 rows, depending on width of the dock). This method of installation enhances the overall feeling of stability within the system, on the water.
- Floats are positioned within the rails of the dock frame, under the structure, and are easily changed should some unforeseen damage occur or change is made by marina operator.



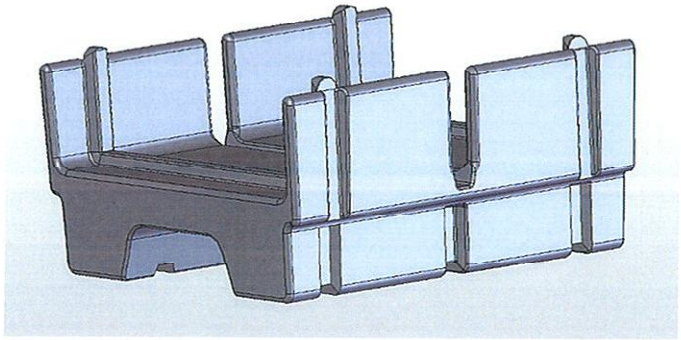




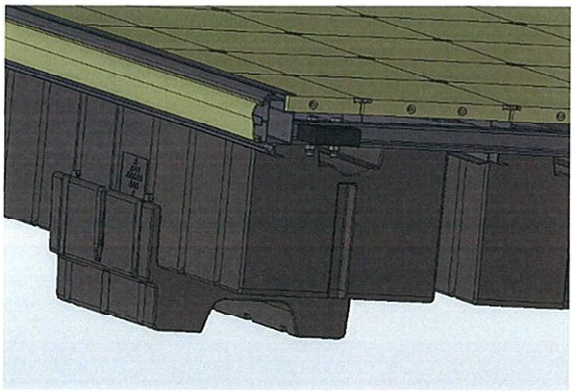


1.4.5.3 Area Specific – Buoyancy Adjustment Floats

- Our system can provide additional buoyancy, if required by the marina operator, in a finger or section of dock, by using our patented extra float system, which allows for the clipping of an added float under the existing float, compensating for increased dead-loads where requested by increasing the buoyancy where required by the operator
- Patented extra float compensates the dead-loads by increasing the buoyancy
- Compatible with all Poralu Floats
- Allows local buoyancy adjustments at any given place of a walkway or finger in order to ensure a prefect horizontal level to the installation AT ANYTIME.
- Allows reconfiguring the marina in the future and adjusting buoyancy economically



Float unit for the Poralu System



adjustment float employed

1.4.6 Fender

The patented extruded aluminum whaler was designed specifically to ensure that marina docks would always have a fender built right in.

1.4.6.1 Lateral Fenders

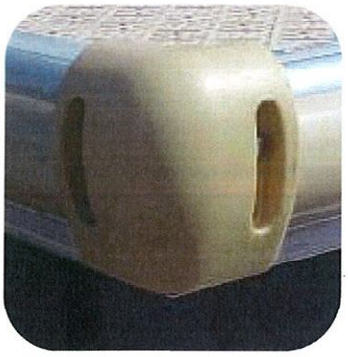
- Fenders from the "Nautic" product line are made of low density polyethylene, with a reinforced UV screen protection and are 'mineral' colored.





1.4.6.2 Corner Fenders and Finger End Bumpers

- Similar to side fenders, all protective corners are included in the design and pricing as per Tender Specifications
- The corner fenders are made of roto-molded low density polyethylene with a reinforced UV screen protection.
- These protective corners attach with no exposed hardware and provide a level of safety for boaters approaching docks when landing safety and for pleasing sight lines.
- Slip numbers can easily be incorporated in to finger end bumpers

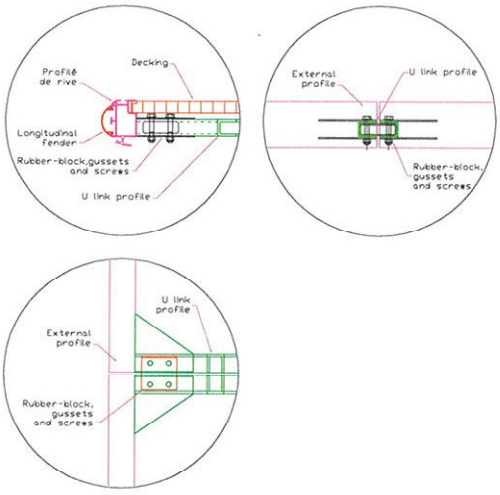


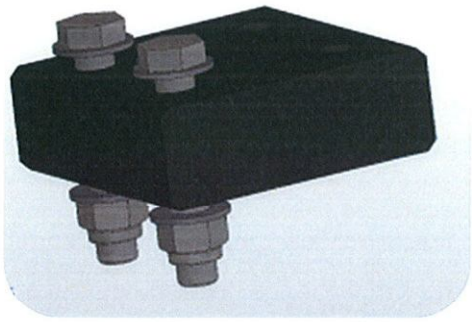




1.4.6.3 Dock to Dock

- Dock connections are achieved via two (2) durable rubber connection blocks which encase two (2) thick aluminum plates providing a strong and silent connection to the main dock while allowing flexibility for load absorption from outside forces.
- The blocks are made of an EPDM matrix, with internal aluminum plates. They are connected to each dock section by two (2) stainless steel bolts.
- The connection is rated to resist up to a 20 tonne load – (see Testing Section 6.10.1).
- Silent in operation, with no creaking or clanging as in other systems
- Poralu connection systems do not require continual adjustment (tightening) like rigid systems, reducing ongoing maintenance costs
- Our connection system is designed to flex and absorb wakes, shocks and waves.
- The connection blocks are easily accessible from the top of the deck. A visual check is also possible without any the removal of decking.





1.4.6.4 Connection - Walkway to Finger

- The fingers are connected to the walkway with an aluminum connection profile + silent rubber connection blocks. The finger position on the walkway can be easily adjusted on the full length of the walkway without dismantling of the lateral fenders fixed on the docks.
- Fingers are engineered and certified to hold boats up to 1.5 times the length of the finger
- As such our fingers do not require anchoring where other systems do and the Poralu system can handle up to a 50' boat without additional anchoring off fingers.

- All gaps and elevation changes meet AODA Specifications





1.4.7 Gangways

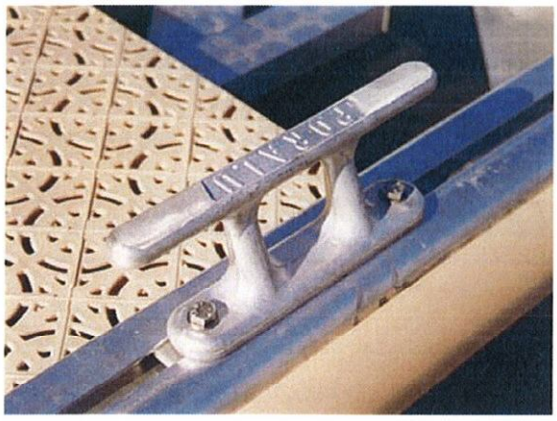
- Our gangways are manufactured in-house of marine grade aluminum 6005 A T6, in a specially designed gangway extrusion for stability, meeting requirements of the Tender
- Decking is incorporated into the gangways to match the docking systems, or special orders can be made to match or transition from the land or boardwalk on land
- The gangway grants access to the installation at any time and is designed to meet AODA 12:1 standard at low and high water levels
- Treaded, aluminum transition plates, cover the gap at shore on one side and to the walkway on the other end, and are designed in such fashion to maximize accessibility and meet AODA standards
- With our modular design, we install additional floats at the landing area of the first pier dock and gangway in order to compensate the extra-load generated by the gangway weight and pedestrian traffic, ensuring consistent buoyancy
- Safety treads are included (as seen in photo) as required in Tender
- 100mm curb is included in gangways and railings are AODA compliant

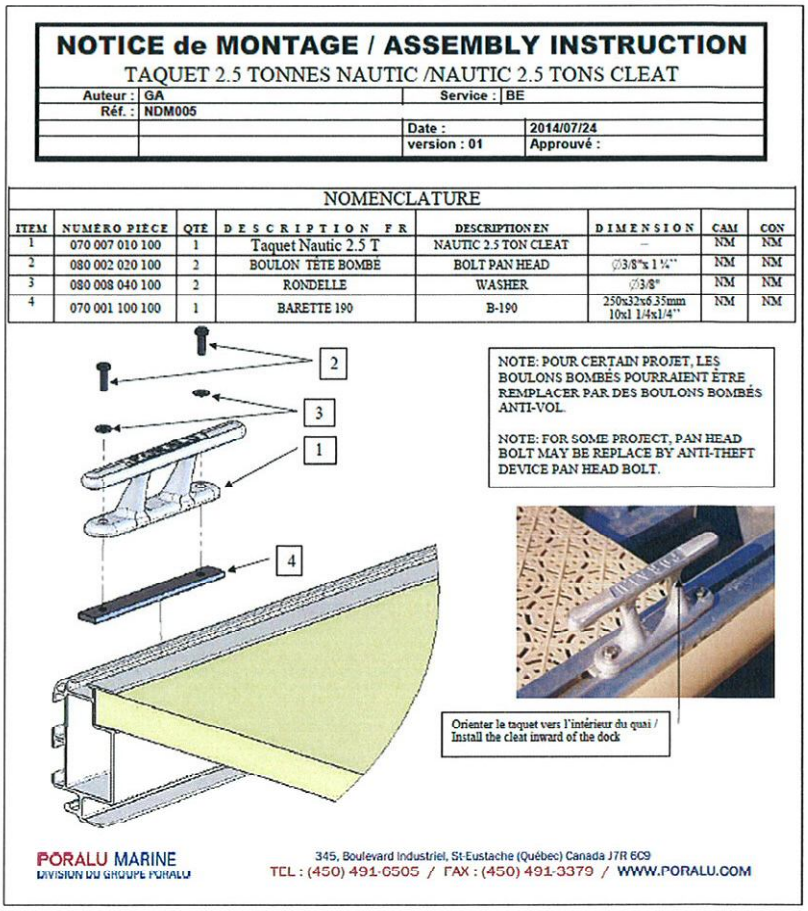




1.4.8 Mooring Cleats

- Cleats for all fingers and lateral docking berths are included in pricing proposal based on boat sizing and recommended cleats per boat
- Our patented extruded aluminum whaler system allows for fastening of cleats to the top track of the whaler, and remain easily movable by the operator. Simply put, cleats are fastened by connecting stainless steel inserts and bolts through the cleats and onto the track on top of the aluminum docks and finger whalers
- The cleats are fast and easy to install. No drilling, alteration or compromise of the docks structure is required at all with the Poralu system
- The fastening system allows an easy transition and/or removal of the cleats according to the customer's requirements in order to suit to the end users' needs
- Proper anchoring techniques can be provided for the marina operator to pass on to end
- All cleats have passed rigorous testing and results are submitted herein





NOTICE de MONTAGE / ASSEMBLY INSTRUCTION

TAQUET 2.5 TONNES NAUTIC /NAUTIC 2.5 TONS CLEAT

Auteur :	GA	Service :	BE
Réf. :	NDM005		
		Date :	2014/07/24
		version : 01	Approuvé :

NOMENCLATURE

ITEM	NUMÉRO PIÈCE	QTÉ	DESCRIPTION FR	DESCRIPTION EN	DIMENSION	CAM	CON
1	070 007 010 100	1	Taquet Nautic 2.5 T	NAUTIC 2.5 TON CLEAT	–	NM	NM
2	080 002 020 100	2	BOULON TÊTE BOMBÉ	BOLT PAN HEAD	⌀3/8"x 1 ¼"	NM	NM
3	080 008 040 100	2	RONDELLE	WASHER	⌀3/8"	NM	NM
4	070 001 100 100	1	BARETTE 190	B-190	250x32x6.35mm 10x1 1/4x1/4"	NM	NM

NOTE: POUR CERTAIN PROJET, LES BOULONS BOMBÉS POURRAIENT ÊTRE REMPLACER PAR DES BOULONS BOMBÉS ANTI-VOL.

NOTE: FOR SOME PROJECT, PAN HEAD BOLT MAY BE REPLACE BY ANTI-THEFT DEVICE PAN HEAD BOLT.

Orienter le taquet vers l'intérieur du quai / Install the cleat inward of the dock

PORALU MARINE
DIVISION DU GROUPE PORALU

345, Boulevard Industriel, St-Eustache (Québec) Canada J7R 6C9
TEL : (450) 491-0505 / FAX : (450) 491-3379 / WWW.PORALU.COM

1.4.9 Service Pedestals

We are proud to partner with and present MEE (Marine Electrical Equipment) as the proposed service pedestal supplier. The power pedestal housings are designed to provide a design life of a minimum of 25 years. MEE provides superior product innovation and pricing compared to other options.

MEE's pedestals meet or exceed the tender specifications and provide a clean line and look in any marine environment.

Standard Features - All Power Pedestals and Utility Centers

TESTING STANDARDS / WARRANTY / STANDARD COMPONENTS
Intertek-ETL Listed – tested in accordance with Underwriters Laboratories-231 standards, CAN/CSA Standard C22.2 No. 29, and NFPA 303
Limited, 7-Year warranty on all exterior components
Highest quality, stainless steel Leviton® twist-lock receptacles
Highest quality, Globetron® 100-amp pin and sleeve receptacles
Time-tested, market-trusted Square-D® circuit breakers
Industry-trusted Russellstoll® or Hubbell® 200-amp pin and sleeve receptacles
Solid-state, electrical metering for kWh consumption provided by International Intelligent Metering, LLC™ with accuracy superior to ±1%, and limited 5-year warranty.

Power pedestals specified will provide the electrical and potable water requirements for all slips in the marina, as per the layout that follows.

Power pedestals are equipped with built in LED lights as required to provide the lighting requirements for all the main walkway and finger floats and access points to the
floats.

The pricing includes the design, install and supply of all necessary materials, equipment, and labour for the required number of pedestals as indicated in the tender.

All pedestals, receptacles and fixtures that make up the pedestals are able to withstand the anticipated weather conditions, marine environment and storm events.

Harbor Light



HOUSING MATERIAL
Injection-molded Polycarbonate

DIMENSIONS		
HEIGHT	WIDTH	DEPTH
42.5"	11.125"	11.125"

APPROXIMATE WEIGHT
45 lbs.

TARGET BOAT SIZES
40' – 80'

RECEPTACLE CONFIGUARTIONS
20A, 125V Duplex GFCI
20A, 125V L5-20R Shorepower
30A, 125V L5-30R Shorepower
50A, 125V SS-1 Shorepower
50A, 125/250V SS-2 Shorepower

Harbor Light



KEY STANDARD FEATURES
Extra wide, back-lit receptacle faceplate
Patent-pending pivoting receptacle faceplate assembly for ease of maintenance
Photocell-controlled 5W LED lighting fixture
250-Amp rated copper stud-lug terminal block
Dual hose and cable brackets with 50' cord capacity
Clean-looking, flush mounted access panels
Durable polycarbonate mounting base to isolate the housing from the dock surface
Lockable polycarbonate weatherproof doors which shield the receptacles and breakers from the elements while in use

Harbor Light



KEY STANDARD FEATURES
Ground-fault circuit breakers
¾" IPS ball valve hose bibs (water)
Hose bib vacuum breakers (backflow preventers)
Amber or clear polycarbonate lighting lens

Harbor Light



Easy-Access Terminal Block



Extra Wide, Back-Lit Receptacle Faceplate



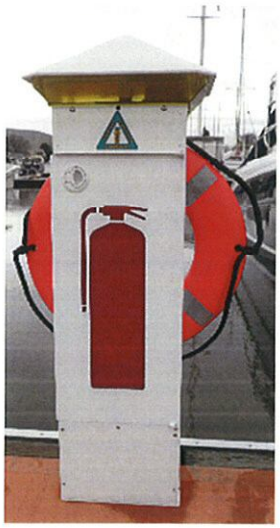
Pivoting Faceplate Assembly

1.4.10 Plumbing Requirements

The layout and design of the plumbing requirements of the docks, according to the supplied specifications of the tender has been completed and is proposed and priced within. Connections to City mains are not carried in this proposal. New services will be installed to these points to make final connections with the City.

1.4.11 Safety Equipment and Plan





Safety equipment would be recommended based on industry accepted standards and matching location specification of the NFPA fire requirements with safety considerations throughout the marina.

- Safety ladders should be located within a 60m radius of any other safety ladder within the marina. These are not currently included in the design from Baird. These could be supplied and installed at the prescribed unit rates below.
- Fire Station Safety Pedestals with extinguishers, 24" safety rings with alarms should be housed every 75'. These are not currently included in the design from Baird. These could be supplied and installed at the prescribed unit rates below.

Warranty Periods

1.4.12 Long Term – 10 Year Warranty Inclusion

Poralu provides a 10-year warranty for the municipality:

- 10 (ten) years for all frames and structures against construction and material defects
- 10 (ten) years for the EcoStyle decking against material defects
- 10 (ten) years for the Poralu polyethylene floats, provided care instructions are followed

The warranty will not apply, and Poralu Marine will not be liable to the buyer, owners, users or any other third person for any cost, expenses or damages including direct, indirect, incidental, consequential or punitive damages resulting from:

- negligence, misuse by the users in title or by any third person,
- alteration or "Acts of God",
- boat sizing exceeding the dimensions defined in design criteria,
- site conditions exceeding the design criteria,
- reactions of ice shifting

1.4.13 Limited Extended Warranty

Poralu offers annual servicing which eliminates additional staffing costs at the marina and ensures your docking system is inspected and serviced by trained and qualified technicians. Entering into a yearly service agreement with Poralu Marine can extend, almost indefinitely, the warranty of the dock system (**based on yearly service inspections).

Beyond the original warranty period, recommendations by Poralu Marine for replacement (at the customer's expense) of any wearing or damaged component must be followed in order to maintain extended warranties.

Structural Calculations

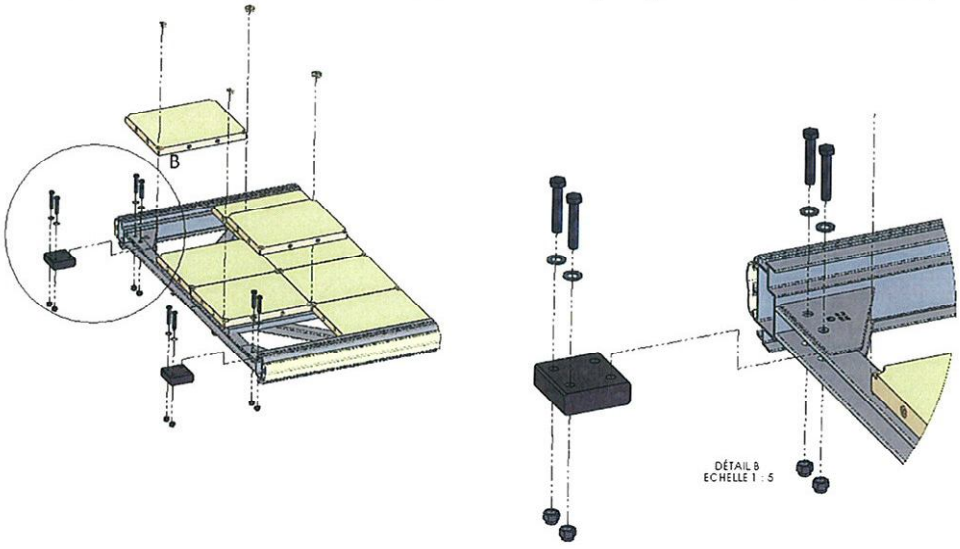
The quality of a marina and ipso facto its life expectancy is highly dependent on its conception and the initial dimensioning and specifications considered to handle the marine environment in which it will be installed. Therefore, the capacity to take into consideration all customer requirements as well as all site conditions is critical to the successful development of the marina. Poralu is a leader in innovating products that can meet the changing demands of both marina and boat owners while balancing the ever changing environmental considerations.

The primary input parameters taken into account during the product design, layout considerations and product selection process are:

- Local wind conditions
- Current currents
- Water depth
- Maximum water variations
- Wave height
- Wave period
- Intended boat sizes



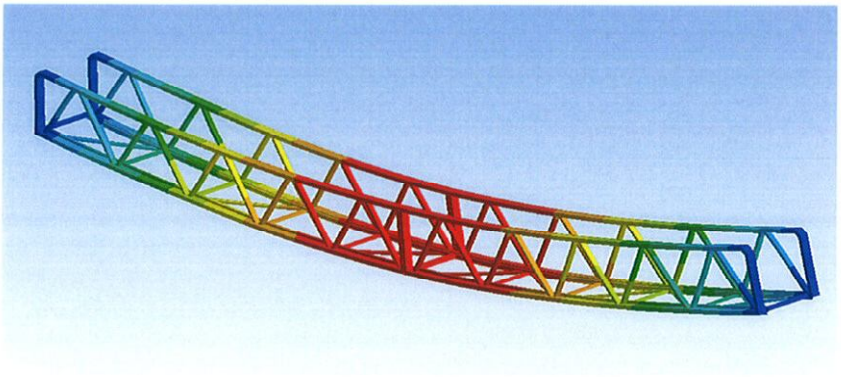
Additionally, design considers the expanding requirements for accessibility, flexibility in operation and deployment, low cost maintenance, and market driven accessory requirements when developing the Poralu line of products.



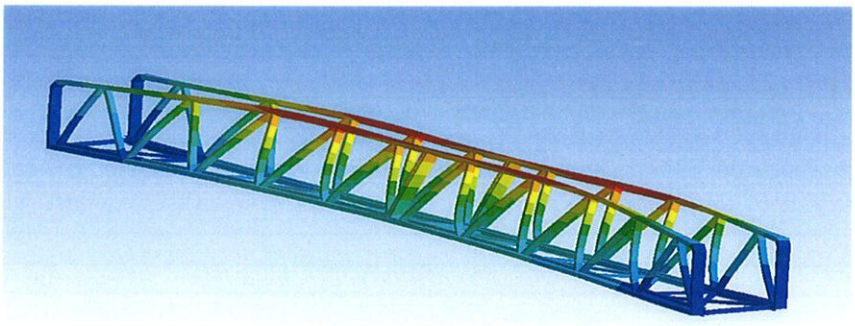
The CAD modeling is done with AutoCAD for the 2D and Solidworks for the 3D.

For Finite Element Calculations the Poralu R&D Department uses Ansys Software.

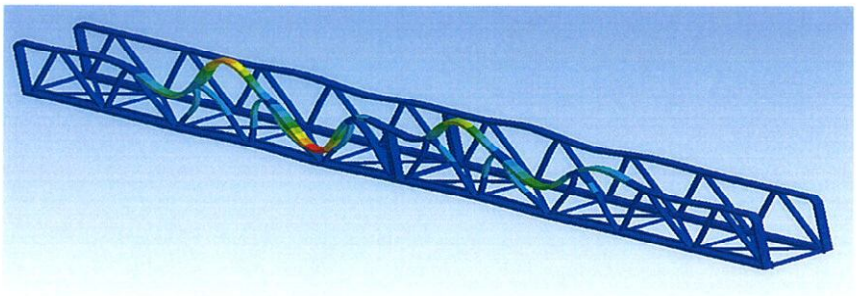
Some of the structural checks complete are represented below:



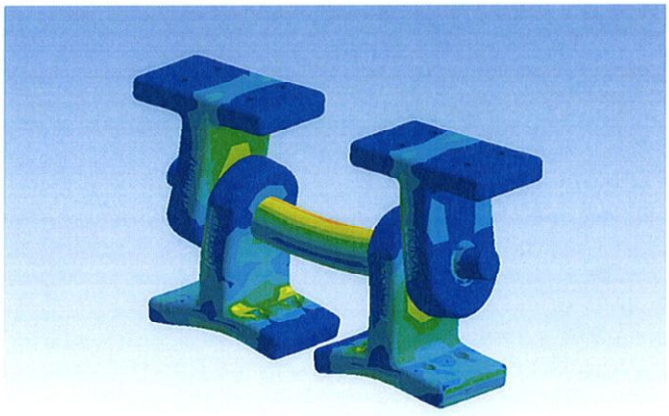
- Serviceability Limit State (SLS) : Deflection



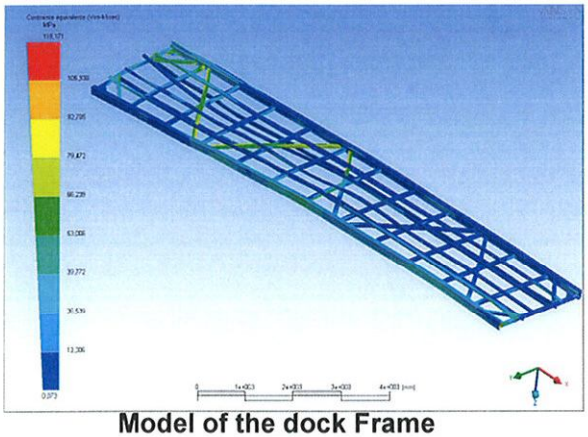
- SLS: Vibration



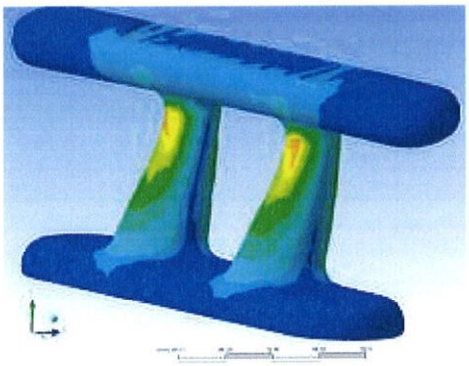
- Ultimate Limit State : Buckling



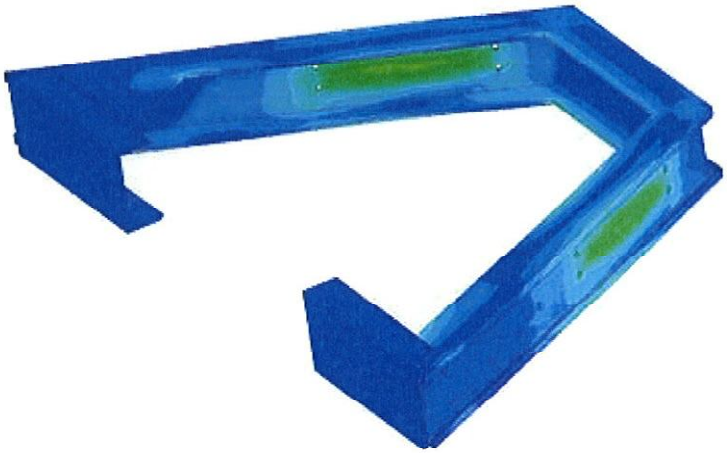
Model of the gangway articulations



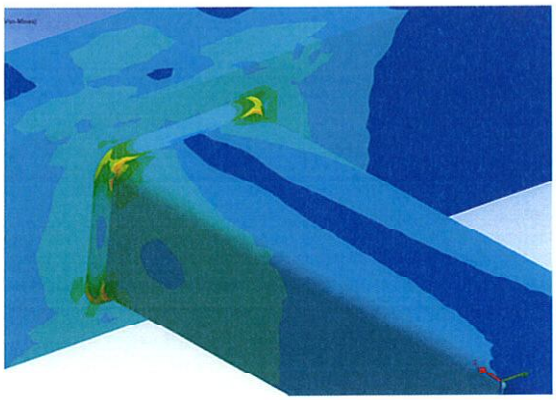
Model of the dock Frame



Model of the cleats



Model of the pile guides



Model of critical welds

1.5 Calculation Sheets

1.5.1 Loads on Structure

PORALU MARINE	PROJECT	rev 01
	Calculation sample	page 1
		10/01/11

Summary

A. ULS Loads on structure

B. SLS Loads on structure

C. Bething loads

D. Loads on piles

Révision

Rev.	Description	Resp	Date
01	Sheet creation	MB	10/01/11

PORALU MARINE	PROJECT	rev 01
	Calculation sample	page 2
		10/01/11

A. ULS Loads on structure

1. Wind Loads

Region : B
Terrain Category : 2

Table 3,1 (AS1170.2) gives regional wind speed based on 3s gust, at 10 m height.

The ultimate wind speed is defined for a 25 years return period.

$V_R = V_{25\,(3\,sec,\,10m)}$ = 39 m/s

a. Duration Averaging Factor

AS 3962 recommends 30 second steady state wind.

Wind averaging coefficient :

Duration (s)	factor
3	1,56
30	1,33
3600	1

F_{AV} = 0,85

b. Terrain factor

Pontoon free board is around 0,6 m.

Boats size 22 m
h = 3,8 m
M3,2 0,91

c. Regional Ultimate Limit state factor

F_A = 1

PORALU MARINE	PROJECT	rev 01
	Calculation sample	page 3
		10/01/11

d. Ultimate Limit State wind speed

For 30 s steady state, 3m high :

$$V_{ULS} = V_R \cdot F_{AV} \cdot M_{3,2} \cdot F_C$$

V =	30	m/s

Drag coefficient

C_D = 0,9

ρ = 1,2 kg/m3

Pressure

$p = 0,5\ \rho\ C_D\ V^2$

p = 494 N/m²

The boats are moored to the pontoon, it corresponds to the following linear load :

q_w = 1879 N/ml

2. Current load

Current speed

V_C = 0,25 m/s

q_C = 28 N/ml

3. Wave Load

q_s = 2000 N/ml

4. Load combination

$$q_t = q_w + 1,5 \times q_c + 1,5 \times q_s$$

q_t =	4921	N/ml

PORALU MARINE	PROJECT	rev 01
	Calculation sample	page 4
		10/01/11

B. SLS Loads on structure

1. Wind Loads

Region : B
Terrain Category : 3

Table 3,1 (AS1170.2) gives regional wind speed based on 3s gust, at 10 m height.

$V_R = V_{(3\,sec,\,10m)}$ = 20 m/s

a. Duration Averaging factor Factor

AS 3962 recommands 30 second steady state wind.

Wind averaging coefficient :

Duration (s)	factor
3	1,56
30	1,33
3600	1

F_{AV} = 0,85

b. Terrain factor

Pontoon free board is around 0,6 m.

h = 0,6 m
M3,2 0,83

c. Regional Ultimate Limit state factor

F_A = 1

PORALU MARINE	PROJECT	rev 01
	Calculation sample	page 5
		10/01/11

d. Service Limit State wind speed

For 30 s steady state, 3m high :

$$V_{ULS} = V_R \cdot F_{AV} \cdot M_{3,2} \cdot F_C$$

V =	14	m/s

Drag coefficient

C_D = 0,9

ρ = 1,2 kg/m3

Pressure

$p = 0,5\ \rho\ C_D\ V^2$

p = 109 N/m²

The boats are moored to the pontoon, it corresponds to the following linear load :

q_w = 65 N/ml

2. Current load

Current speed

V_C = 0,2 m/s

q_C = 8 N/ml

3. Wave Load

q_s = 200 N/ml

4. Load conbination

$$q_t = q_w + 1,5 \times q_c + 1,5 \times q_s$$

q_t =	377	N/ml

PORALU MARINE	PROJECT	rev 01
	Calculation sample	page 6
		10/01/11

C. Bething loads

Boats size	22	m
Boat weight	62,5	T
Perpendicular speed	0,3	m/s
Berthing angle	90	°
Total speed	0,3	m/s
Bething loads	67 500	N

D. Loads on piles

Pier piles

Maximum length recovered per pile	15	m
Maximum loads on piles	73 816	N

Fingers piles

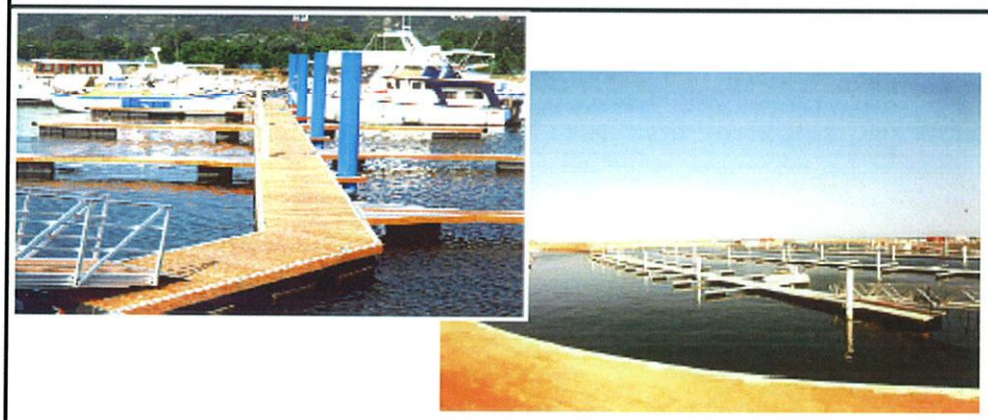
Maximum length recovered per pile	11	m
Maximum loads on piles	67 500	N

1.5.2 Floatation Calculation

PORALU MARINE CALCULATION TEMPLATE	MPLAN25-400 N°	6 rev	Buoyancy and lean angle Title		
		Emission date	11/10/2010	Resp :	MB
		Modification date	--	Resp :	--
		Modification rev	001		

PROJECT	Floation template sample

References: French guidelines "Guide de conception du CSNPSN Les pontons de plaisance"



PROJECT DATA

PONTOON			
Length (m)	12	Frame	
Service Length (m)	11	Reinforced Frame	
Aluminium external width (m)	2,424	Decking	
Service width (m)	2,204	Ecostyle	
Heigth (m)	0,668		
Total Mass (kg)	1246		

FLOATS					
Length (m)		2,156	Heigth (m)		0,508
Width (m)		0,657	Unit mass (kg)		36,6
Rows	1	2	3	4	5
# floats	5	0	5	0	5
Dist. To central axis	0,784	0	0	0	0,784

Overall number of floats :	15

OTHER DATA	
Water density (en kg/m³)	1000
Live Load (DaN/m²)	300
Side Load (DaN/m²)	200
Max authorized pontoon angle (en °)	16

RESULTS

Buoyancy

free board with no live load (m)	0,61
Loaded free-board (en m)	0,27

Decking is not submerged

Lean angle

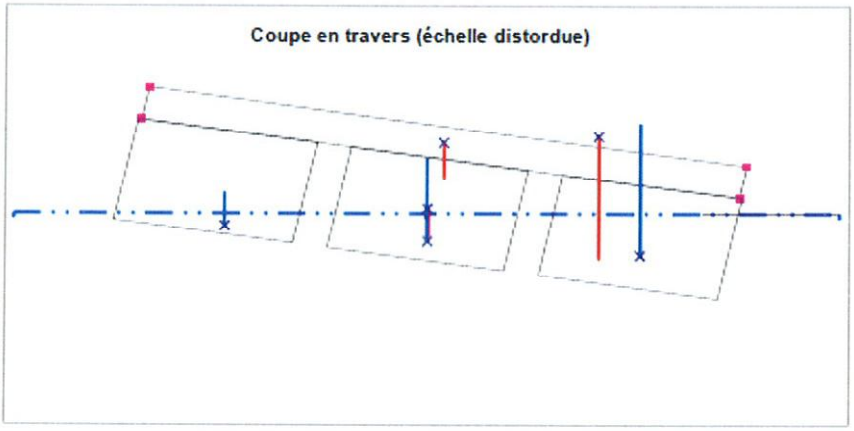
Angle α1 (en °) (decking submerged)	14,17
Angle α2 (en °) (floats out of water)	11,67

Equilibre

Angle α = 10,09

Actions	Force (kg)	Moment (kg.m)
Live load	2424	1523
Decking	697	44
Floats	549	2
Water reaction row 1	-639	470
Water reaction row 2	0	0
Water reaction row 3	-1628	-6
Water reaction row 4	0	0
Water reaction row 5	-2616	-2032
Sum	**-1212**	**0**

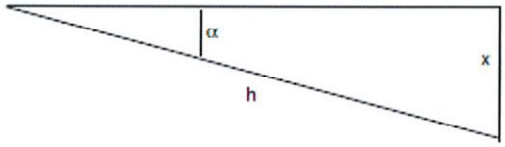
Coupe en travers (échelle distordue)



Lean angle validated

Remaining free board under side load

h = loaded width /2
1,102 m



α = lean angle
10,092 m

x = h x sin α =	193 m

Remaining free board becomes :

Fb unloaded - x =	416 m

CONCLUSION

Decking is not submerged

Lean angle validated

PONTOON VALIDATED

End of calculation sheet

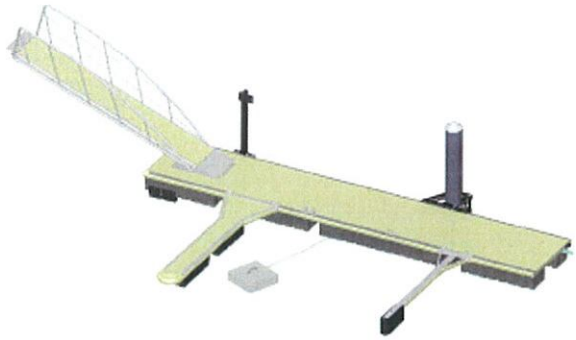
1.5.3 Dock Resistance

PORALU MARINE Calculcation template	MPLAN-025-202 N°	03 rev	Pontoon resistance verification Titre			
			Emission date	23/12/2010	Resp :	MB
			Modification date	--	Resp :	--
			Modification version	001		

PROJECT	Calculation sample

Reference:"Leisure pontoons - Construction Guidlines", EUROCODES

SITE DATAS

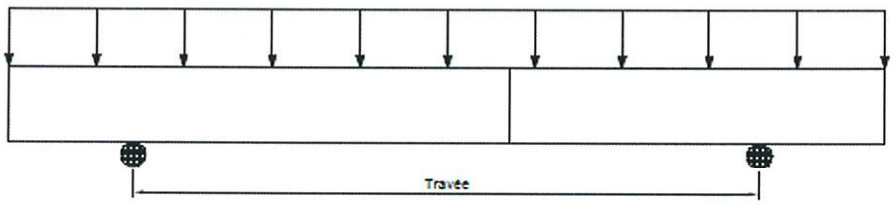


Hypothesis

The loads are defined for each project, the depend on the following parameters :
- wind
- current
- boats size

The main track is validated as a beam on two fixed supports. The length of this beam is equal to the distance between two anchoring points. Those anchoring points can be piles, H beam, morring arms, chains or seaflex systems.

Side loads, equally applied on the beam (kN/m)



ULS Loads			
Boat Length =	22	m
q_{yp} =	4,92	kN/ml
$F_{ACC,xp}$ =	0,0	kN
$F_{ACC,yp}$ =	67,5	kN

Pontoons - Synthesis

Linear actions

Element		Load	Stress	Welding stress	
beam		kN	Mpa		
Side beams	2 supports	81,2 kN	24,6 Mpa		Verifications is Ok
Side beams	end span	13,0 kN	3,9 Mpa		Verifications is Ok
Traverse beams	2 supports	36,9 kN	47,6 Mpa	56,5 Mpa	Verifications is Ok
Traverse beams	2 supports	36,9 kN	47,6 Mpa	56,5 Mpa	Verifications is Ok
Traverse beams	end span	14,8 kN	19,0 Mpa	22,6 Mpa	Verifications is Ok
Traverse beams	end span	14,8 kN	19,0 Mpa	22,6 Mpa	Verifications is Ok
Diagonals	2 supports	52,2 kN	67,3 Mpa	79,8 Mpa	Verifications is Ok
Diagonals	2 supports	52,2 kN	67,3 Mpa	79,8 Mpa	Verifications is Ok
Diagonals	end span	20,9 kN	26,9 Mpa	31,9 Mpa	Verifications is Ok
Diagonals	end span	20,9 kN	26,9 Mpa	31,9 Mpa	Verifications is Ok

Connections

Bold		45,8 kN	144,1 Mpa		Verifications is Ok
Gussets		91,7 kN		29,0 Mpa	Verifications is Ok

Berthing impact

Maximum bending moment		67,5 kN	45,8 Mpa		Verifications is Ok
Impact on a diagonal :		95,5 kN	108,9 Mpa	129,2 Mpa	Verifications is Ok
Impact on a travsers		67,5 kN	87,0 Mpa	103,3 Mpa	Verifications is Ok

Pontoons - Perpendicular loads

Geometrical characteristics

Calculation hypothesis

Pontoon width	2,00 m.	qyp =	4,9	kN/m
Type of structure	Reinforced frame			
Span (in the worse case)	15,00 m.			
Lengh of the end span	3,00 m.			

Datas

Elements	Profiles	position	A cm²	Ix cm⁴	Iy cm⁴	mm	
Side Beams	LN 6	--	33,0	1378,0	397,5	4	thickness to weld
Travers	T 80x60x3	Flattened	7,8	44,4	69,2	268	perimeter
Diagonalls	T 80x60x3	Flattened	7,8	44,4	69,2	268	perimeter

Pontoon inertia = I = 2 * (Ix + A *d²) = 554 042 cm⁴

Environnement calculated element
- (◉) articulated ends
- ( ) blocked ends

Material datas Aluminium 6005T6

fy =	215 Mpa
fu =	255 Mpa
fu ZAT =	165 Mpa
Young modulus : E =	70000 Mpa

γM1 = 1,1
γM2 = 1,25

Load transfer into diagonals and traverse :

Hypothesis

Traverse: $N = q * L / 2$
$N / A = \sigma_e$ (stress σ)
$k * \sigma < \sigma_e$ (buckling)

Diagonals : $V = q * L / 2$
$Nd = V / \cos \alpha$
$N / A = \sigma_e$ (stress σ)
$k * \sigma < \sigma_e$ (buckling)

Reaction force on supports

N = V = q * L / 2 = 37 kN
Nd = V / sin α = 52 kN

Reaction force for cantilever (track end) :

N = V = q * L = 15 kN
Nd = V / sin α = 21 kN

Load transfer into side beam

Hypothesis :

Side Beam : Nm = Mf max/ h (h = frame height)
Nm / A < σe (Stress σ)
k * σ < σe (Simple Buckling)

Strain in side beam due to bending strain

Strain in side beam due to bending moment

Portée principale			*Poutre fin de panne*		
Mf max =	138,4	kN.m	Mf max =	22,1	kN.m
F =	81,2	kN	F max =	13,0	kN

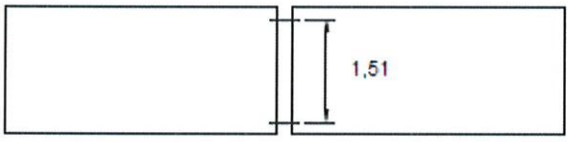
Validation for nominal stress, buckling and welded joint

Element beam		truss plane	Lo buckl m	Load kN	Stress σ Mpa	Welding stress	Coeff k	k * σ Mpa
Side beams	2 supports	O	1,000	81	24,6		1,05	26
Side beams	end span	O	1,000	13	3,9		1,05	4
Traverse beams	2 supports	O	0,568	37	47,6	56,5	1,02	49
Traverse beams	2 supports	N	0,568	37	47,6	56,5	1,03	49
Traverse beams	end span	O	0,568	15	19,0	22,6	1,02	19
Traverse beams	end span	N	0,568	15	19,0	22,6	1,03	20
Diagonals	2 supports	O	0,402	52	67,3	79,8	1,01	68
Diagonals	2 supports	N	0,402	52	67,3	79,8	1,02	68
Diagonals	end span	O	0,402	21	26,9	31,9	1,01	27
Diagonals	end span	N	0,402	21	26,9	31,9	1,02	27

Side beams are suitable **Traverse beams are suitable** **Diagonals are suitable**

Connections Pontoon : 2,00 m. width

Worse case : the connection is located in the middle of the max. span.



Forces in the connection : Mf / d = 92 kN
rubber blocks/ connection : 2
Force in each bolt : F = 46 kN

Use of A2 stainless M20 bolts, resistant section : 245 mm², yield stress : 700 Mpa
(cold shaped bolts, symbol 70)
The U profile provide a double shear effect in the bolts :
Double shearing verification

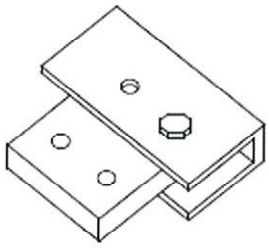
Bolt stress : 1,54 x F / (245 x N) = 144,1 Mpa < 700 Mpa
F = load applied on bolt
N = number of sheared sections
245 = section in mm².

Resistance validated.

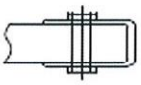
Validation for connection "U" profile

Connection sketch

Assembly : Profile+Rubber block+ Bolt



Cross section



Preliminary calculation

	A
Elément	cm²
U profile + Gussets	45,99

Profile verification

	Width	Distance	Mf	F/ connection	Stress (Mpa)	
	m	m	kN.m	kN	τN	σ=τN*1,64
Valeurs	2,00	1,70	138	81	17,66	29,0

Resistance validated.

Berthing impact

1) Boat kinetic energy :

$E = 1 / 2 \times m \times V^2$ et $m = D / g$

D : is the boat mass addind 20%, to take into account the mass of moving water around the boat.

g : gravity

2) Load on pontoon during berthing

$F = E / Y$ Avec Y = pontoon displacement under impact

$$F = (D \times V^2) / (2 \times Y \times g)$$

3) Load transfer

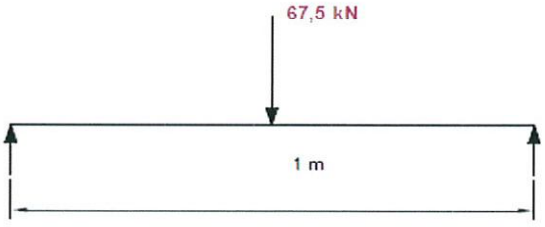
Force parallel to pontoon FN :

$FN = F \times \cos \alpha =$ 0,0 kN

Force perpendicular to pontoon FN :

$FV = F \times \sin \alpha =$ 67,5 kN

Validation of side beam under ponctual load



F = 67,5 kN
l = 1 m (distance betwenn two supports)

Frame Calculation

Profile characteristics

S = 3300 mm^2
Ix = 3974599 mm^4
Ix/vx = 62468 mm^3

F u = 215,00 Mpa

Maximum bending moment

F = 68 kN

Mf = 28602 kN.mm
σf = 46 Mpa

Resistance validated.

Impact on a diagonal :

F = FV / sin

F = 95,46 kN

σ = F / S (diagonal section)

σ = 108,91 Mpa

Buckling in truss plane :	**kσ =**	**109,9 Mpa**	**OK**
Buckling prependicular to truss plane :	**kσ =**	**110,5 Mpa**	**OK**
HAZ resistance	**σ =**	**129,2 Mpa**	**OK**

Impact on a travsers

F = FV

F = 67,50 kN

σ = F / S (traverse section)

σ = 87,02 Mpa

Buckling in truss plane :	**kσ =**	**88,7 Mpa**	**OK**
Buckling prependicular to truss plane :	**kσ =**	**89,8 Mpa**	**OK**
HAZ resistance :	**σ =**	**103,3 Mpa**	**OK**

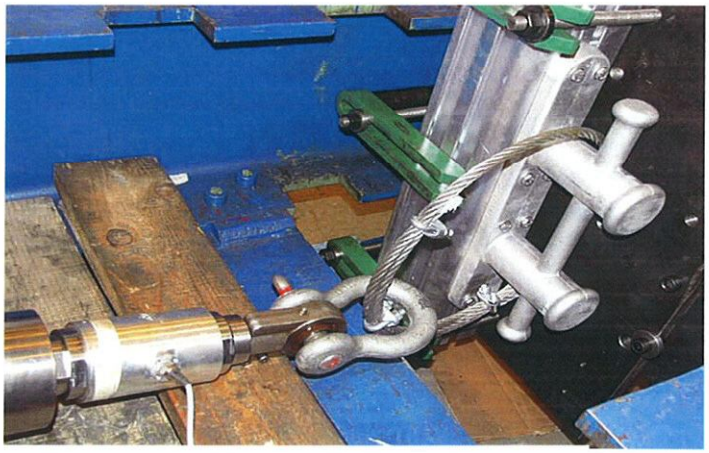
1.5.4 Tests

Design and Technical resistance are 2 major focuses for Poralu. Our R&D and Engineering department are continuously conducting calculations as well as destructive test in order to improve our customer satisfaction. In order to certify the test results, some of the tests are conducted by external labs like the French center for mechanical testing called "Centre Technique des Industries de la Mécanique (CETIM)" (www.cetim.fr).

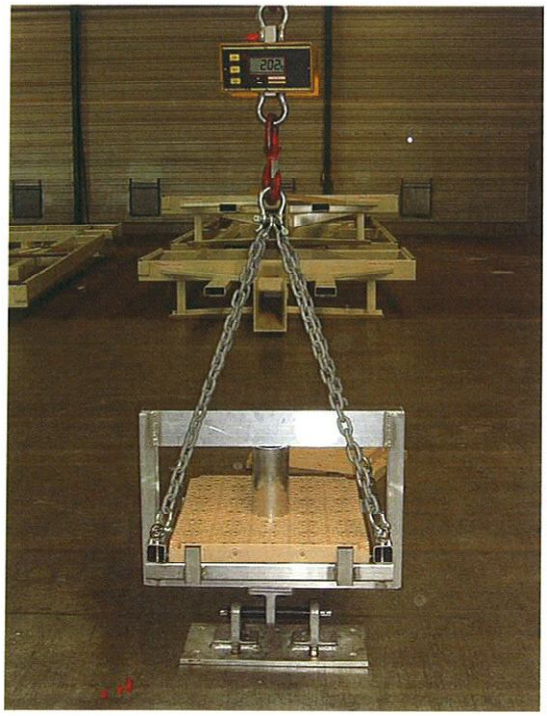
Here are some examples of the tests conducted in house.



Resistance test of fingers10/26/2010



Resistance test of cleats and Bollards





Live Load testing of gangways





Live Load Testing
Weighted testing of docks and actual "live" load testing of the docks.

Extreme 'reality tests'





Under winter's freezing rain conditions. Photos taken from Switzerland, Winter 2010.
No damage to Poralu Docking System.



Under hurricane conditions. Photo taken from southern island installation.
No damage to the Poralu Docking System.

1.5.5 ISO 9001 version 2008 certification



BUREAU VERITAS Certification

BUREAU VERITAS 1828

Certification

Attribuée à

NOVA NAUTIC

Rue des bouleaux - Z.I. Le Marais 01460 PORT - France

Bureau Veritas Certification certifie que le Système de Management de l'organisme susmentionné a été évalué et jugé conforme aux exigences de la norme :

Standard

NF EN ISO 9001 : 2008

Domaine d'activité

CONCEPTION, FABRICATION ET INSTALLATION DE BIENS D'ÉQUIPEMENT POUR INFRASTRUCTURES NAUTIQUES, SOUS LES MARQUES PORALU MARINE, CEI...

DESIGN, MANUFACTURING AND INSTALLATION OF EQUIPMENTS FOR MARINE INFRASTRUCTURES UNDER THE BRAND NAMES PORALU MARINE, CEI....

Date de certification originale : 23 avril 2010

Sous réserve du fonctionnement continu et satisfaisant du système de management de l'organisme, ce certificat accrédité COFRAC est valable jusqu'au : 23 avril 2013

Pour vérifier la validité du certificat, appelez au : + 33 (0)4 78 66 82 60
Tout éclaircissement sur cette certification peut être obtenu auprès de l'organisme certifié.

Date : 23 avril 2010
Numéro d'Affaire : 2 118 486

Bruno LABARRE
Directeur Général

cofrac
CERTIFICATION D'ENTREPRISES & DE PERSONNES

1.5.6 Welder certification

LETTER OF VALIDATION

The CWB acknowledges that

Poralu-Marine Inc.

345, boul. Industriel , St.Eustache, QC J7R 6C9 Canada

is certified to CSA Standard **W47.2**

"Certification of Companies for Fusion Welding of Aluminum"

in DIVISION 3

for the period **March 26, 2015** to **April 25, 2016**

Company Code: PORAL2

Scope: Manufactures docks for boats as well as aluminium gangways

Registrar

The product certification system operated by the Canadian Welding Bureau most closely resembles that described by ISO/IEC Guide 67, Conformity assessment — Fundamentals of product certification, System 6.

8260 Parkhill Drive, Milton, Ontario L9T 5V7
1-800-844-6790 | Int: 905-542-1312 | Fax: 905-542-1318
Email: info@cwbgroup.org | Web: www.cwbgroup.org

1.5.7 Aluminium alloy certification

INSPECTION CERTIFICATE

Customer PORALU

Alloys couple list/Thermal treatment with corresponding chemical composition and chemical properties

The profiles deliveries of [redacted] to PORALU are extruded with alloys 6060 or 6005A for which you'll find respective chemical analysis in undemeath table (guaranteed values according to NF EN 573-3 Norm) :

Element	Si	Fe	Cu	Mn	Mg	Cr	Zn	Ti	Other elements	Total others
6060	0.42-0.47	0.19-0.21	0.04 maxi	0.02-0.04	0.48-0.52	0.01 maxi	0.03 maxi	0.02 maxi	0.02 maxi	0.10 maxi
6005A	0.50-0.63	0.17-0.22	0.06-0.15	0.10-0.18	0.50-0.58	0.03 maxi	0.03 maxi	0.02 maxi	0.02 maxi	0.10 maxi

The mechanical properties of materials/thermal treatments, are entirely in accordance to NF EN 755-2 Norm.

1- Alloy 6005A with thermal treatment T6 respects/observes the values of underneath table :

Tensile strength Rm (N/mm²)	Yield strength Rp0.2 (N/mm²)	Elongation A%	Hardness Brinell (HB 2.5/62.5)
Min.260	Min.215	Min. 8	Min. 81

2- Alloy 6060 with thermal treatment T6 respects the values of underneath table :

Tensile strength Rm (N/mm²)	Yield strength Rp0.2 (N/mm²)	Elongation A%	Hardness Brinell (HB 2.5/62.5)
Min. 170	Min. 140	Min. 8	Min. 56

3- Alloy 6060 with thermal treatment T64 respects the values of underneath table :

Tensile strength Rm (N/mm²)	Yield strength Rp0.2 (N/mm²)	Elongation A%	Hardness Brinell (HB 2.5/62.5)
Min. 180	Min. 120	Min. 12	Min. 53

1.5.8 Resistance test of the cleats 2.5 tonne

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Centre technique
des industries mécaniques
www.cetim.fr

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N/Réf : 2010/511/AT/JCES/ACLE

"This document is a translation from a document originally written in French and in case of doubt or dispute only the original shall be taken as authentic"

Tests on mooring cleats and bollards
Tests on cleats 2.5 T

N° : CET0051282GB
Partiel 6

Date : februar 11th 2010 **Rapport**

Destinataire (s) : Monsieur BLANCHET Matthieu
PORALU
ZI Le Marais
Rue des Bouleaux
01460 PORT

Réf. de la demande :

Cde PON 2009 HA 1369

Éléments remis par le demandeur :

6 cleats 5 T

Toute reproduction partielle susceptible de dénaturer le contenu du présent document, qu'il s'agisse d'une omission, d'une modification ou d'une adaptation engage la responsabilité du client vis à vis du CETIM ainsi que des tiers concernés.

7, Rue de la Presse - BP 802 - 42952 Saint-Etienne CEDEX 9 - Tél. : 0477794042 - Fax : 0477794099
Siège social / Headquarters 52, avenue Félix-Louat - B.P. 80067 - F-60304 Senlis Cedex Tel. + 33 3 44 67 30 00 Fax + 33 3 44 67 34 00
Centre Technique, régi par les articles L342-1 à L342-13 du Code de la Recherche N°Siren 775629074 Code APE 7219Z

1. PURPOSE

The purpose of this test series is to carry out tensile tests on 2.5 T marine cleats mounted on a specific tool.

2. DATE AND PLACE OF THE TESTS

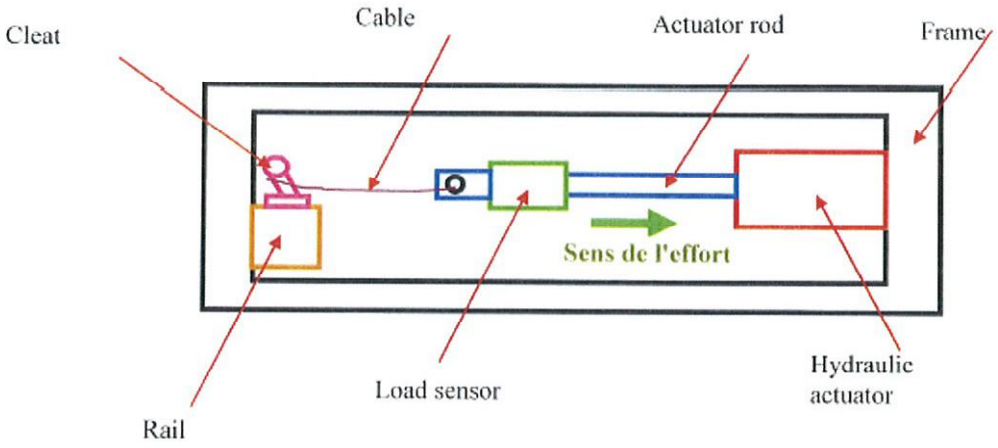
The tests took place in the CETIM laboratories in Saint-Etienne, Februar 2010.

3. TRACTION TESTS

3.1 Test principle

The tests took place on a horizontal tensile test bench equipped with an electrodynamic actuator.

The diagram below describes the test bench.



The cleats where fixed on the tools by the mean of four screws type ChC M12 12.9 class.

The tool between the test rig and the cleats is made with XC38 steel and allows to clamp 2.5T and 5T cleats and also 10T bollards. A drawing of this piece is situated in appendix 2.

3.2 Measurement equipment

All the measurement equipment complies with the CETIM quality plan and is comprised of:

- Force sensor FGP047, 150 kN
- Wire displacement sensor D350-40125
- Spider8 acquisition system No. 291548

Uncertainty on the values provided by the force and displacement sensors is less than 3% with a confidence interval of 95%

3.3 Results

The following table gives the maximum force values obtained during the tests.

Part type	Test order number	Maw load value in kN	Remark on failure
Cleats 2,5 T	1	49,3	Base failure near an arm
	2	44,4	Base failure near an arm
	3	51,0	Base failure near an arm
	4	49,4	Base failure near an arm
	5	51,1	Base failure near an arm
	6	39,9	Base failure near an arm

No screw was broken during this test.

Curves giving the force against time are provided in annexe 1 (+ photo of the parts after failure).

4. CONCLUSIONS

The smallest of the maximum force values found during the tests described in the previous paragraphs was 39.9 kN.

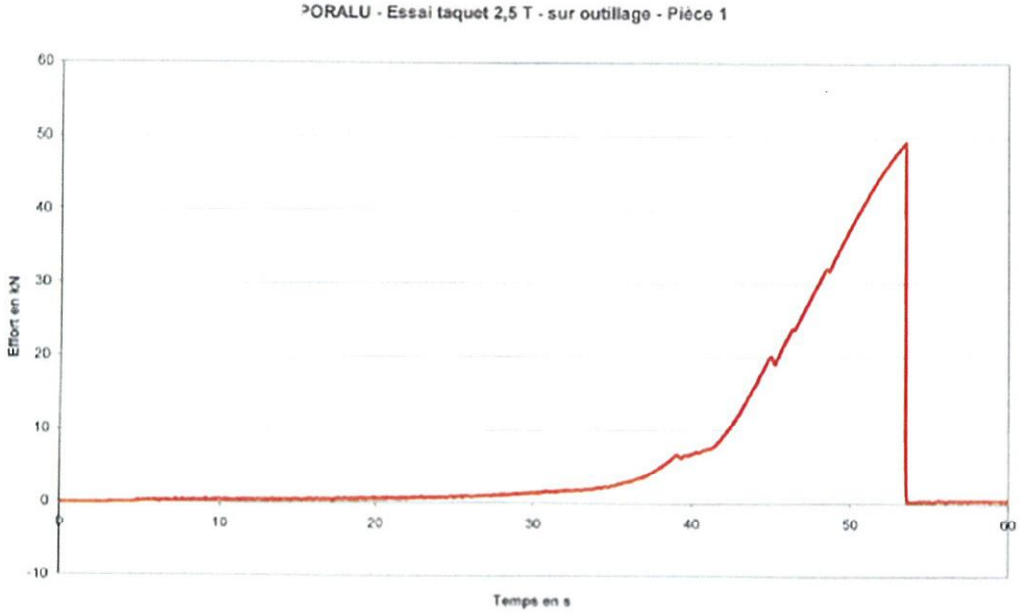
Prepared
Project manager
Guy FOURNEL

Approved
Technical referent
Thierry RAPHENNE

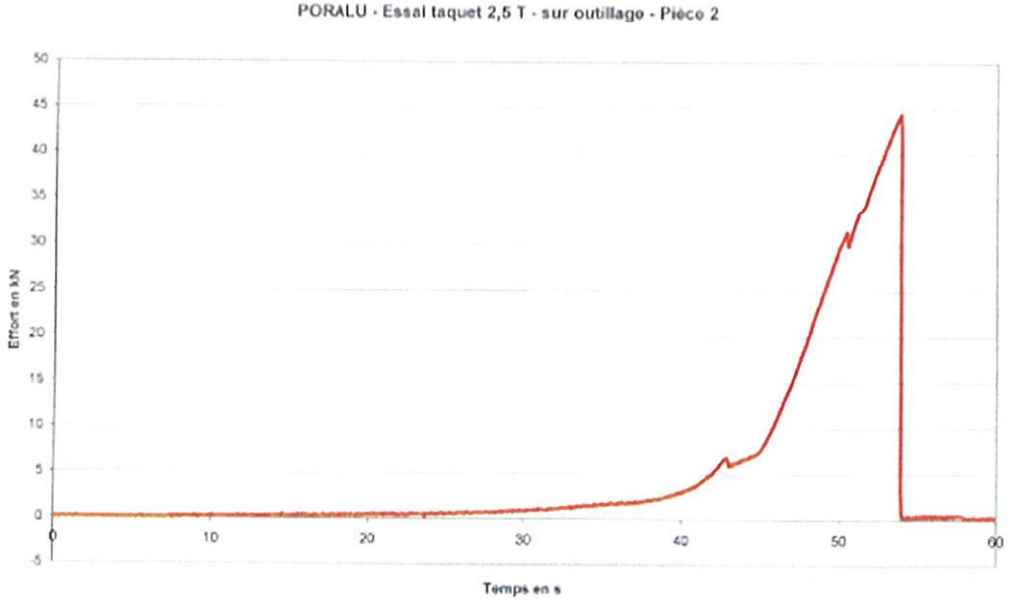
Appendix 1

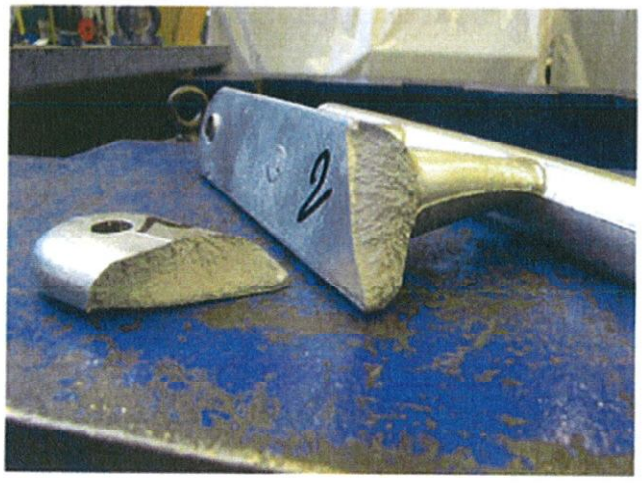
Curves load versus time and pictures of the parts after the tests

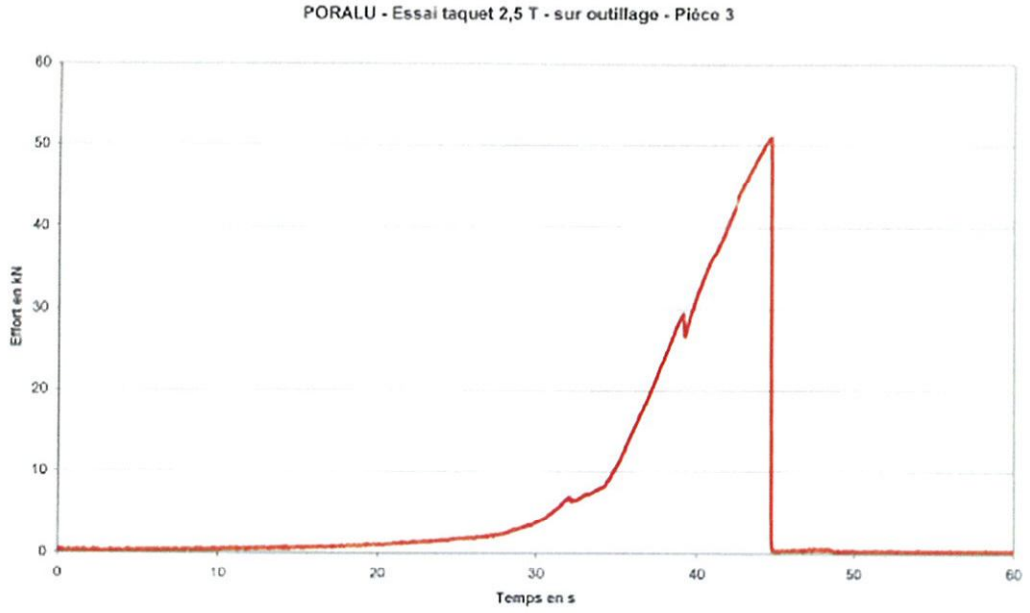
Le februar 11th 2010 AT n° CET0051282GB Partiel 6 english version Page 2/7 Annexe 1 cetim

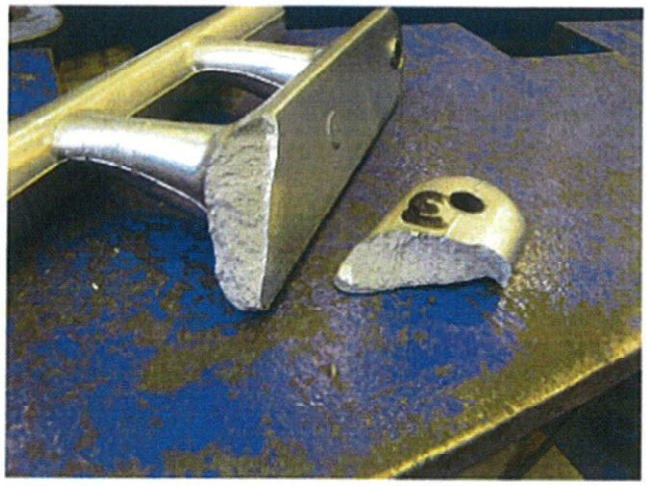


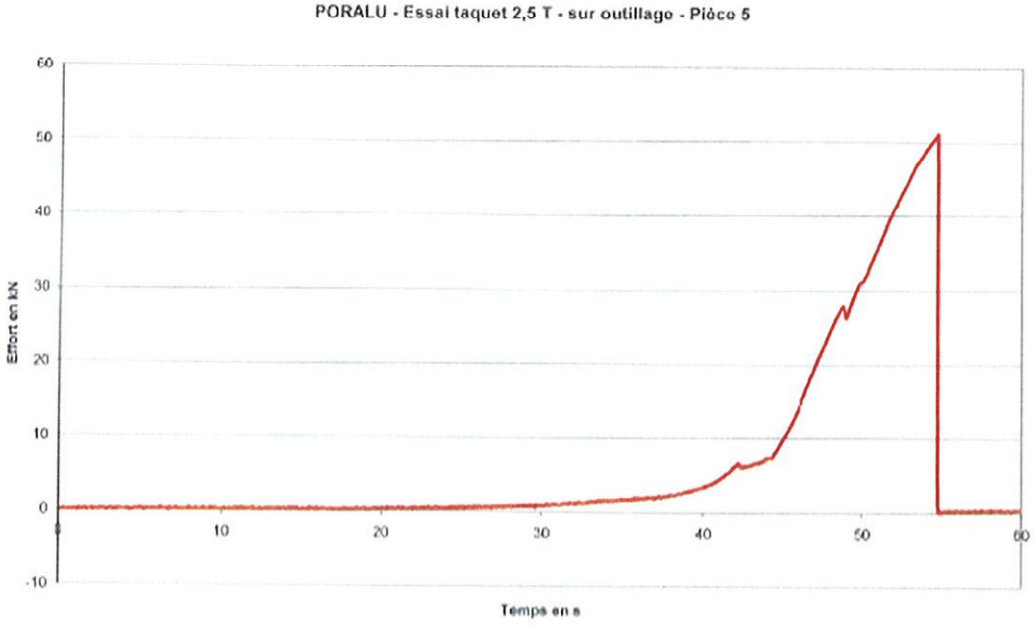



PORALU - Essai taquet 2,5 T - sur outillage - Pièce 2
Effort en kN
50
45
40
35
30
25
20
15
10
5
0
-5
0
10
20
30
40
50
60
Temps en s


2


PORALU - Essai taquet 2,5 T - sur outillage - Pièce 3
Effort en kN
Temps en s
0
10
20
30
40
50
60



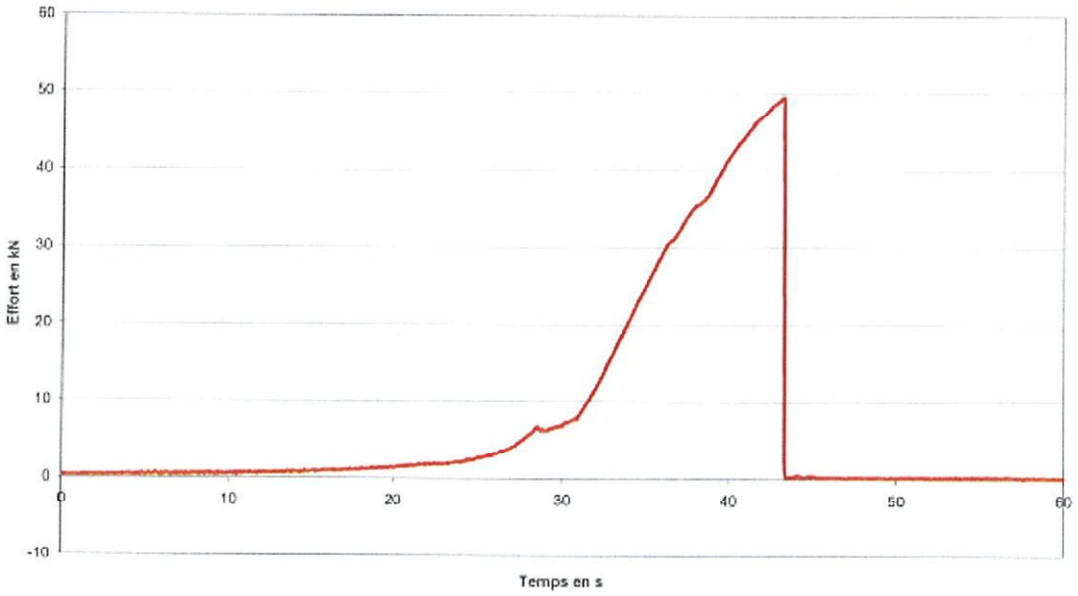

PORALU - Essai taquet 2,5 T - sur outillage - Pièce 5
Effort en kN
60
50
40
30
20
10
0
-10
0
10
20
30
40
50
60
Temps en s

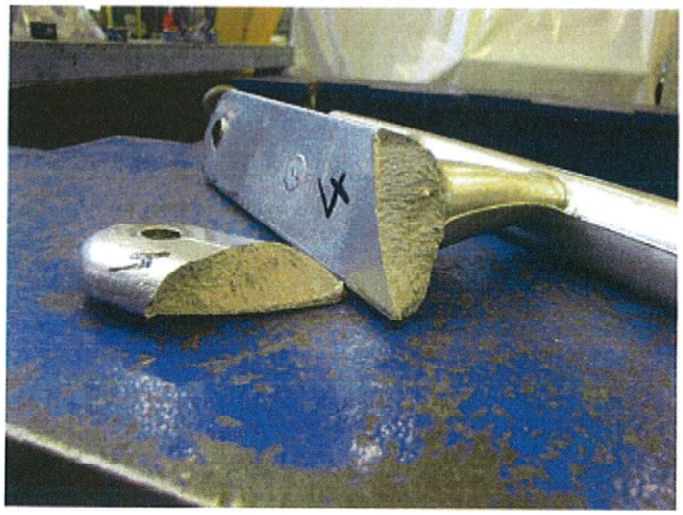

5

Le februar 11th 2010 AT n° CET0051282GB Page 6/7
Partiel 6 english version Annexe 1

cetim

PORALU - Essai taquet 2,5 T - sur outillage - Pièce 4

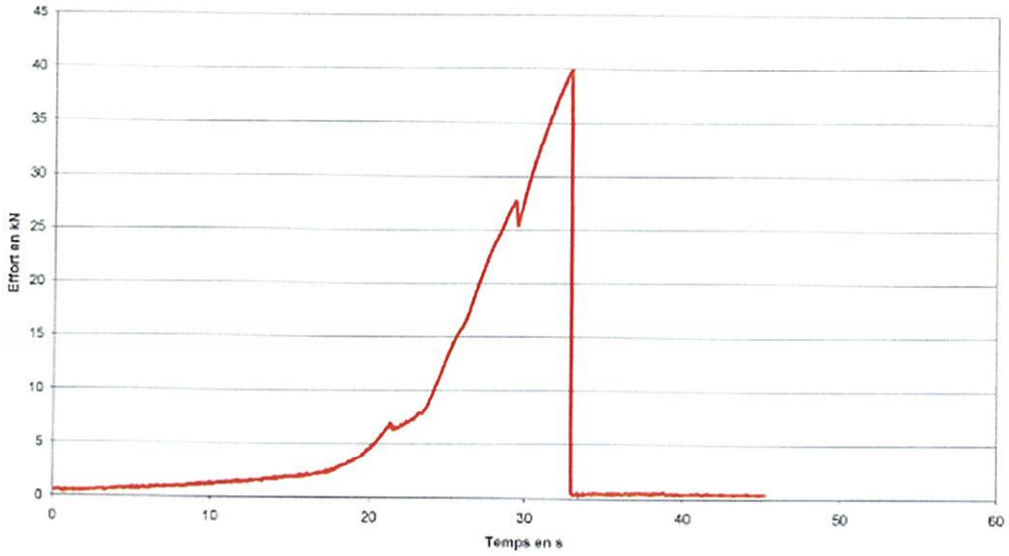




Le februar 11th 2010 AT n° CET0051282GB Page 7/7
Partiel 6 english version Annexe 1

cetim

PORALU - Essai taquet 2,5 T - sur outillage - Pièce 6





1.5.9 Float Quality Testing and Features

ROTAX

A Poralu Group company

16th april 2010

Floats features, quality and test controls

To guaranty the quality of your products, we've established accurate tests

Our quality policy dictates the features of our raw materials, and the controls to be done on our weekly production :

- Picking in the weekly production to measure the absorption rate of polystyrene foam,
- Each float is tested to detect eventual leak

Water absorption control : "7-Day Hunt Water Absorption Test" - this test measures the water absorption of the polystyrene block. A polystyrene block (picking) is immersed in water for 7 days running. The block is weight before being immersed, and after the 7 days : the difference between the two measures defines the quantity of water absorbed. The maximal absorption accepted is 48kg/cubic meter of foam.

Exemple of absorption test :

WEEK 07, 2010
WATER ABSORPTION OF POLYSTYRENE BLOCK AFTER 7 DAYS IN WATER

1st day of test	*Last day of test*	*Foam production*	*Float ref*	*Weight 1*	*Weight 2*	*Result*
15th feb.	*22th feb.*	*8th feb.*	*F2160*	*10 560 grs*	*10 857 grs*	*45 grs / l*

Watertightness control : this test enables us to confirm the global watertightness of the float, after the foaming process with the obturation of holes dedicated to steam pipes (welded plugs). At the end of its manufacturing process, before its packing, the float is immersed in water to detect eventual leaks.

Features of the polyethylene shell : all parts are made of medium density polyethylene resin, insuring a good resistance to cracking under stress, good resilience and good resistance to low temperature shocks. The raw material used are noble (not recycled), stabilized with anti UV-agents and coloured with a black pigment, thus providing very good resistance to ultraviolet radiation.
The parts are rotomoulded to obtain a seamless, one piece shell construction, they are resistant to salt water, to attacks by marine vegetable and animal species, to shocks caused by waves, hydrocarbons and the formation of static ice. The floats can be used outside and are in accordance with quality expects described above.

Properties	Test Method	Unit	Value	Properties	Test method	Unit	Value
Density	ASTM D-792	G / cm^3	0.935	Elongation at break	ISO 527-2	%	652
MFI, 190°C/2.16 kg	ISO 1133	G / 10 min	4.0	Flexural modulus	D-790	Mpa	600
ESCR 50 °C, 100%	ASTM D-1693	H	> 1000	Vicat softening point, °C	ISO 75	°C	52
Tensile Strenght	ISO 527-2	Mpa	17.5				

Features of the polystyrene block : all our floats are filled with pre-expanded polystyrene beads. The beads are expanded in the shell to form a void free solid block fill. The expanded polystyrene has a density of 16 to 20 grs per liter, and an absorption rate less than 48 grs per liter (see 7-Day Hunt Water Absorption Test). In case of perforation of the shell, the polystyrene block will not disintegrate, avoiding a contamination of water. Le block is fire-resistant, according to DIN 4102 standard, and pass the test UL 94.

Proprerties	Test method	Unit	Value	Properties	Test Method	Unit	Value
Density		G / L	16	Flash Point	DIN 54 836	°C	374
Constraint of compression (10%)	DIN5342/ EN 826	Min Kpa	60	Auto inflammation temperature	DIN 54 836	°C	450
Flexion resistance	DIN 53423	Min Kpa	60	Dimension stability		Max %	2

1.5.10 Connection Loading Test Certification - 20 Tonne Rating Verification

Pôle Européen Plasturgie
Service « Technologie

Société PORALU Marine
A l'attention de M. METRAL
ZI les Marais
Rue des Bouleaux
01460 PORT

Bellignat, le 23 juillet 2003

V/R : PON 2003 HA 425 du 19 juin 2003
N/R : devis LAB 03-304 du 11 avril 2003

Monsieur,

Nous vous prions de trouver ci-joint le rapport LAB 03-304 Partie 1 concernant la caractérisation en traction de liaisons renforcées.

La liaison renforcées ne cassent pas à 200 kN. Les déformations plastiques observées ne devraient pas se présenter sur la pièce en utilisation courante ; En effet les points de fixation lors de nos essais se trouvent très proches du bloc EPDM sollicité, alors qu'ils se trouveront à 1 mètre 50 de part et d'autre de ce bloc en utilisation normale. Pour la même valeur de déformation, on aura vraisemblablement qu'une déformation élastique de la liaison.

En vous remerciant de nous accorder votre confiance, nous vous prions d'agréer, Monsieur, nos salutations les meilleures.

Visa : J. SAINT-ANDRÉ

Y.BELZUNCE

E-mail : laboratoire@poleplasturgie.com

Les essais objet du rapport ci-joint n'ont pas été effectués sous le couvert de l'accréditation

cofrac ESSAIS ACCREDITATION N°1-1073 PORTEE COMMUNIQUEE SUR DEMANDE

2, rue Pierre et Marie Curie • 01100 BELLIGNAT • tel. (33) 04 74 61 92 92 • fax (33) 04 74 61 92 61
Adresse postale : BP 1204 •01112 OYONNAX CEDEX • web : www.poleplasturgie.com
SAS au capital de 549 475 € immatriculée au RCS de Bourg-en-Bresse • Siret 433 702 297 00014 • Code Ape 743 B

Pôle Européen Plasturgie
Service et Technologie

RAPPORT D'ESSAI LABORATOIRE
LAB 03-304 Partie 1

Délivré à : PORALU Marine
ZI du Marais
Rue des Bouleaux
01460 PORT

Domaine : Analyse

Désignation échantillons : Liaisons renforcées

N°d'identification échantillons : LAB 03-304-A

Ce rapport comprend : 3 pages (celle-ci incluse) et 1 document

Date d'émission : 23 juillet 2003

Technicien	Responsable Technique Laboratoire
Yves BELZUNCE	Jérôme SAINT-ANDRÉ

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Adresse postale : BP 1204 •01112 OYONNAX CEDEX • web : www.poleplasturgie.com
SAS au capital de 549 475 € immatriculée au RCS de Bourg-en-Bresse • Siret 433 702 297 00014 • Code Ape 743 B

Pôle Européen Plasturgie Service - Technologie

Rapport LAB 03-304 partie 1

DATE DE L'ETUDE
Date de réalisation d'étude : le 17 juillet 2003
Opérateur : Y.Belzunce

DOCUMENTS DE REFERENCE
/

APPAREILLAGE
Dynamomètre « ZWICK 1485 » (réf. interne : 01036)
Cellule de 250 kN

OBJET(S) À ÉTUDIER

Le présent rapport d'essai concerne uniquement les échantillons identifiés ci-dessous :

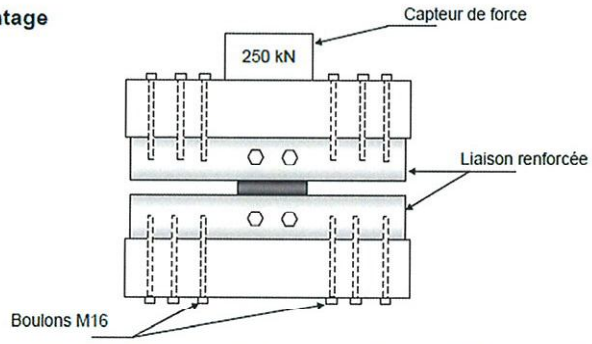
n° échantillons	Date de réception	Identification
LAB 03-304-A	20 juin 2003	Liaisons renforcées

CONDITIONS D'ANALYSES

Conditionnement
/

Traction
Selon vos recommandations
Température d'essai : ambiante
Humidité relative : ambiante
Vitesse d'essai : 25 mm/min

Schéma de montage



Suite du rapport page suivante

2/3

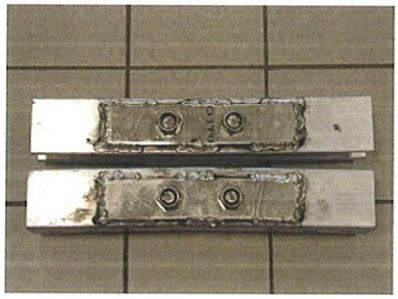
Pôle Européen Plasturgie
Service - Technologie

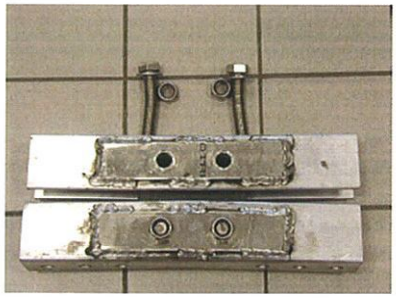
Rapport LAB 03-304 Partie 1

RESULTATS

Echantillons	Effort Maxi (kN)		Commentaires	Effort moyen (kN)
LAB 03-304-A	Pièce 1	200	Non rupture + faible déformation résiduelle	200
	Pièce 2	200	idem	
	Pièce 3	200	idem	

LAB 03-304-A Liaisons renforcées





Fin du rapport

3/3

Modèle TRACTION du 25/01/03

1.6 AODA Certification & Course Completion



Certificate of Course Completion

This is to certify that Poralu Marine Inc. / Philippe Lemay

has taken the course Working Together - The Code and the AODA

Score Obtained 100% *Grade* Pass

7 December, 2016

Ontario Human Rights Commission

Authorized Signature

1.7 Standard Warranty Document for Floating Docks – Provisional Item 2.2 of Scope

CONDITIONS OF WARRANTY for:

"TBA"

1 – SCOPE OF WARRANTY

PORALU MARINE INC. supplies a contractual guarantee on all manufactured goods (Floating Docks, Access Bridges, Floats, Decking, and associated equipment).

For the above mentioned project, PORALU MARINE INC. is pleased to grant a period of validity of the warranty for 10 years starting at the date of delivery of the materials on site and/or the collection date at the factory if the CUSTOMER arranges his own transport.

The products will be free of defects in materials and workmanship for the period said.

This warranty covers:

- The **Aluminum Structure;** for the corrosion, the structural integrity and any manufacturing defect that may change the mechanical properties.

- The **Floats** are warrantied against every manufacturing defect that may change the mechanical properties. Any alleged damaged float must be sent back to PORALU MARINE INC., freight prepaid. Our guarantee is limited to our original CUSTOMER and covers the replacement (except installation and dismantle), or refund of damaged float due to a manufacturing defect. This does not include any guarantee for other damages due to this defect.
The defective parts will be replaced or refunded according to PORALU MARINE INC'S sole and exclusive discretion.

Freight charges for any replaced parts are at the CUSTOMER'S expense; i.e. EX-WORKS – Montreal, Canada.

- The "**Ecocstyle**" decking (Polypropylene decking) is warrantied 10 years against any manufacturing defect that may alter the mechanical properties.

- The **Cleats and Mooring Bollards** are warrantied against any manufacturing defect that may alter the mechanical properties.
The defective parts shall be previously submitted to PORALU MARINE INC.'s after-sales service whose approval is required for any replacement, and thus, subsequent to verification of conditions of installation, site, and usage.

Nothing contained in this warranty shall be interpreted to confer the CUSTOMER with any additional delay when the products are subject to replacement or repair.

2 – VALIDITY

This warranty will be only be valid:

- After a final inspection made by the Manufacturer to confirm that the equipment delivered is indeed installed and used according to the directives for which it was designed.

- The full payment for the project has been received by PORALU MARINE INC.

- If the materials are found to be defective, the CUSTOMER must provide written notice of such defects within TEN (10) business days from which the defects are discovered.

On no account can PORALU MARINE INC. be considered as responsible for damages or incidents (directly or indirectly), succeeding a defect as covered by the warranty and within the prescribed delays.

Upon proof of defect it will be the right of the manufacturer alone to determine if the product will be repaired or replaced.

3 – EXCLUSIONS

If installation is done by the CUSTOMER, this warranty does not apply for cause of neglect, incorrect usage, accidents, and unruly installations or repairs.

This warranty is limited to the replacement or to the repair of the defective recognized materials at the discretion of the manufacturers.

This is with the exception of wearing parts; a list of wearing parts and light maintenance schedule will be provided after the delivery/installation of the equipment.

The warranty will not apply and PORALU MARINE INC. will not be liable to the CUSTOMER, owners, users or any other third party for any cost, expense, and/or damage including direct, indirect, incidental, consequential and/or punitive damages resulting from:

- Normal wear and tear

- Negligence, misuse by the users in title or by any third party, alterations or "Acts of God"

- Improper mooring to the docks and/or boats exceeding the size mentioned on the drawings and signed by the CUSTOMER.

- Site conditions exceeding the design criteria of the Purchase Order

- Improper design or installation of piles (including piles too small to cover storm high- water surge).

- Force majeure

The warranty does not cover abnormal use of products and will not be applicable on elements subject to an excessive or careless use, or modification performed by the CUSTOMER or an unauthorized third party.

This warranty applies to equipment invoiced to the original CUSTOMER and is not transferable to a 'sub-customer'.

PORALU MARINE INC. hereby disclaims any and all implied warranties, including but not limited to warranties, including merchantability or fitness for a particular purpose.

The CUSTOMER is not entitled to any compensation if the equipment is unusable during the application of the warranty (after- sales service, repair or replacement).

The CUSTOMER is solely responsible for the final product choice.

PORALU MARINE INC. shall be entitled to ask for the CUSTOMER's official documents and records from the harbor port, before proceeding with any replacement or repairs under the warranty.

PORALU MARINE INC. cannot be held responsible for damages caused by failure of the CUSTOMER to comply with its requirements under the "Certificate of achievement and maintenance guidelines".

4 – INSPECTION

In order to preserve the validity of this warranty:

- It is mandatory to maintain a logbook of the inspection and light maintenance proposed by PORALU MARINE INC.

- Every year, PORALU MARINE INC. will proceed with an optional inspection of the marina by a certified authorized inspector which will remit a report with:

- Non mandatory recommendations (ie. Aesthetic, light damage on fenders, etc...)

- Mandatory recommendations (screws missing or not secured properly, damage to the structures, problems with the piling, extra weight not compensated for, improper mooring, boat size over the design specifications, etc... These mandatory recommendations must be resolved by the CUSTOMER within a period defined by the inspector. Otherwise, warranty will be voided.

The yearly inspection's purpose aims at preventing effects of normal wear and tear of products.

PORALU MARINE INC. will not be held responsible for undetected defects during the yearly inspection, as long as all the means available under preventive assistance of the contract has been met.

Similarly, the CUSTOMER is sole and exclusively responsible for not following PORALU MARINE INC.'s recommendations indicated in the written report.

Any disagreement concerning the application of this warranty will be governed by the Montreal Canadian jurisdiction.

St-Eustache, Qc, Canada, November 13th 2013

Philippe LEMAY ING., General Director

PORALU MARINE INC.

PORALU MARINE
345 boul. Industriel
St-Eustache, Québec
Canada, J7R 6C9
1-800-267-6505

D5: Additional References - Information

- **Outer Harbour Marina, Toronto Port Authorities** , Toronto, ON, Canada – 600 slips
  - Contact: Mike Dwyer – Tel (416) 778-6245 – email : MDwyer@torontoport.com
- **Frenchman's Bay Marina**, Pickering, ON, Canada – 200 slips
  - Contact: Harold Hough – Tel: (905) 839-5036 – email: info@frenchmansbaymarina.com
- **Lachine Marina**, QC, Canada – 500 slips
  - Contact: Sylvain Deschamps – Tel: (514) 893-8722 – email: sdeschamps@sadmarine.com
- **Montreal Yacht Club**, QC, Canada – 220 slips
  - Contact : Debbie Lapalme – Tel : (514) 714-9264 – email : info@ycmi.com

From: Stephen FISCHER
To: Karina Gagne
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal
Date: Monday, September 11, 2017 3:39:49 PM
Attachments: image002.png

Please see below.

Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office

1.416.389.4429
s.fischer@poralu.com



www.poralu.com

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From: Karina Gagne [mailto:kgagne@stemeng.ca]
Sent: September 11, 2017 3:22 PM
To: Stephen FISCHER <s.fischer@poralu.com>
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal

Hi again Stephen,

I discussed with the city Poralu's tender and proposed alternates at today's meeting. They have the following questions:

1. Please confirm that the cost for Poralu to deliver, supply and install the anchoring systems and security gates will be included in the base tender bid price.

I can confirm that all the items above are included in the base tender bid and any savings passed on do not alter this inclusion.

2. What is the security access gate model type included with the base tender bid price?

We have several options, it would be customized to the space.

Laval and two others attached. We can actually design it to suit and add decorative shades etc. the placeholder in the current bid budget is $3,500

3. The City is concerned they will lose slips by shortening ramp lengths. Could you confirm that shortening the ramp lengths will not reduce the number of slips provided for the Bellevue Marina docks.

They will not lose any slips. It only changes the angle of the ramp, not the setup of the docks.

Thank you,

Karina

From: Stephen FISCHER [mailto:s.fischer@poralu.com]
Sent: Monday, September 11, 2017 1:13 PM
To: Karina Gagne <kgagne@stemeng.ca>
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal

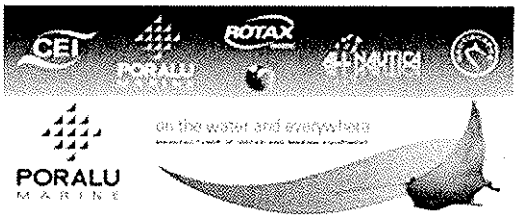
The intent is to remove the intermediary block.

One ramp

Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office

1.416.389.4429
s.fischer@poralu.com



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From: Stephen FISCHER
Sent: September 11, 2017 12:31 PM
To: 'Karina Gagne' <kgagne@stemeng.ca>
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal

I'll get that answer to you asap.

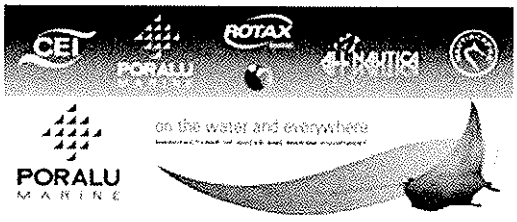
I have a correction below. Sorry. 2x6 Plank is only $5,500 savings

Best option is still ecostyle – 10 year warranty , good savings, very low maintenance, AODA long term

SF

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office

1.416.389.4429
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From: Karina Gagne [mailto:kgagne@stemeng.ca]
Sent: September 11, 2017 12:26 PM

To: Stephen FISCHER <s.fischer@poralu.com>
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal

Thank you Stephen.

I will be presenting this information to the City this afternoon at our meeting.

Can I please ask the following question:

1. Are you proposing one continuous ramp for all three docks (ie, no intermediate landings/platforms)? If so, are you proposing to remove the existing intermediate concrete platforms at both docks at Bellevue Marina, or have them remain?

Thank you,
Karina

From: Stephen FISCHER [mailto:s.fischer@poralu.com]
Sent: Monday, September 11, 2017 12:06 PM
To: Karina Gagne <kgagne@stemeng.ca>
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal

Karina,

A: H-Beams - $16,000 savings

We have a solution to use the existing H-Beams and it will reduce the price by $16,000 plus HST (assumption that at least four (4) of the existing h-beams are 'sound' for re-use)

B: Decking - $20,000 savings - EcoStyle

1. Switching to a pressure treated 5/4 decking leads itself to a host of maintenance issues which our system avoids; it can be done, but 5/4 decking requires additional substrate supports, (it is too flexible without) like a porch deck supports at 16" centres need to be added and many more SS screws, so in the end it only means a saving of $4,000 plus HST

2. Switching to a pressure treated 2"x 6" plank board which is hardier than decking doesn't require the substrate upgrade, as it spans the same width as an ecostyle syle without the flexing underfoot, but it does require added buoyancy due to the weight. The savings end up begin $5,500

3. Savings $20,000 : I have pressed upon the office the importance of working with the Municipality and because the office would like to respect the integrity of the Poralu system and design, they are willing to deduct $20,000 from the tender price in order to maintain this standard and to keep the production facility running with standard product (not having to set up for pressure treated)

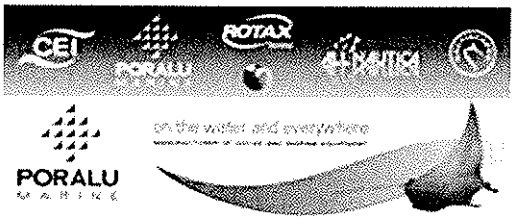
Additionally you have potential savings regarding the ramps at 1:8

Please confirm receipt.

Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office

1.416.389.4429
s.fischer@poralu.com



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From: Karina Gagne [mailto:kgagne@stemeng.ca]
Sent: September 11, 2017 8:16 AM
To: Stephen FISCHER <s.fischer@poralu.com>
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal

Good Morning Stephen,

Do you have the quotes for PT wood decking available yet? I am meeting with the City this afternoon.

Thank you,

Karina

From: Stephen FISCHER [mailto:s.fischer@poralu.com]
Sent: Friday, September 08, 2017 11:41 AM
To: Karina Gagne <kgagne@stemeng.ca>
Cc: Randy Beltramin <RBeltramin@stemeng.ca>
Subject: Re: SSM City Marina Dock Replacements Project - Tender Proposal

I'll do the quote ones first below

Regards,
Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office
1.416.389.4429

www.poralu.com

From: Karina Gagne <kgagne@stemeng.ca>
Sent: Friday, September 8, 2017 11:28 AM
Subject: RE: SSM City Marina Dock Replacements Project - Tender Proposal
To: Stephen FISCHER <s.fischer@poralu.com>
Cc: Randy Beltramin <rbeltramin@stemeng.ca>

Hi Stephen,

1. The City would like to know of any modifications that can be made to the proposal to reduce costs. I know we spoke before about this. Would you be able to inform myself and the client of the cost reduction for Bellevue and Bondar locations (separately) if decking were to be pressure-treated wood in place of composite decking?

   It will take til this afternoon, (at least) but I can make some suggestions, without re-engineering.
   If awarded, again, we can meticulously review dock widths - finger lengths, buoyancy, decking, one by one

2. Also, in the proposal submitted by Poralu, Section 1.4.11 "Safety Equipment and Plan": it states that safety ladders "are not currently included in the design from Baird. These could be supplied and installed at the prescribed unit rates below". I would just like to clarify this section. STEM's drawings specify to provide and install suitable access ladders along main walkways with a maximum of 22m spacing between ladders.

All safety equipment is included - the text was a hangover in an instance where it was to be costed but not included. I apologize.

3. Is the anchoring system proposed at Bondar (H-beam welded to SSP wall w/ multiple roller system) to use new H-beams, or is Poralu proposing to use the existing H-Beams? Wondering if cost can be reduced here.

   It is priced as new installation.

   Eng would have to take the time to calculate the loads on the smaller beams, smaller rollers and judge impact of possibly having more guides vs four new guides.
   This can be done for next week (Eng on this project is off today, so sorry) or if awarded we would happily review while doing it and provide the savings. As we know welding isn't cheap, nor is the new galvanized steel; but it would be a lasting solution.

Thank you,

Karina

From: Stephen FISCHER [Stephen FISCHER [mailto:s.fischer@poralu.com]
Sent: Friday, September 08, 2017 10:36 AM
To: Karina Gagne <kgagne@stemeng.ca>
Subject: Re: SSM City Marina Dock Replacements Project - Tender Proposal

Just checking in Karina, see if I can provide anything else or if you need anything else I may have truncated or missed.

Have a great Friday!

Regards,
Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office
1.416.389.4429

www.poralu.com

On Thu, Sep 7, 2017 at 9:15 PM -0400, "Stephen FISCHER" <s.fischer@poralu.com> wrote:

The anchoring section is attached.

Bellevue:
Concrete deadmen, 6'x8'x1' with galvanized handles, galvanized 3/8" chain, adjustment free

Bondar:
h-beam system welded to existing sheet-pile wall with multiple roller system.

Any questions or meetings or conference calls or details needed, we are available to discuss.

Kindest regards,
Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office

1.416.389.4429
s.fischer@poralu.com

Description : PORALU_SIGN_USA.jpg

www.poralu.com
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From: Stephen FISCHER
Sent: September 7, 2017 5:09 PM
To: Karina Gagne <kgagne@stemeng.ca>
Cc: Randy Beltramin <rbeltramin@stemeng.ca>
Subject: Re: SSM City Marina Dock Replacements Project - Tender Proposal

Absolutely

I will send a digital clarification

Regards,
Stephen

Stephen Fischer
Sales & Business Development
Poralu Marine Canada
Ontario Office
1.416.389.4429

www.poralu.com

On Thu, Sep 7, 2017 at 5:00 PM -0400, "Karina Gagne" <kgagne@stemeng.ca> wrote:

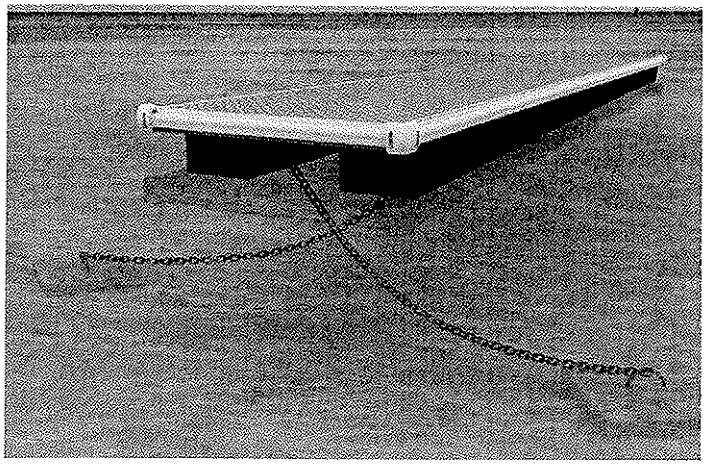
> Hi Stephen,
>
> I'm currently reviewing Poralu's proposal and technical product specifications for the SSM City Marina Dock Replacements project. I cannot find any system descriptions or product information in your package addressing Poralu's proposed anchoring system. Could you please submit this?
>
> Thank you,
>
> Karina Gagné, EIT
>
> 875 Queen Street East, Suite 2
> Sault Ste. Marie, ON. P6A 2B3
> (705) 942-6628 x209
> kgagne@stemeng.ca
> www.stemeng.ca

Gravity Block – Adjustment Free Anchoring

Our engineers have reviewed layouts, reports, and conditions and have determined an anchoring pattern and system for the Poralu system at both Bellevue and Bondar Marinas

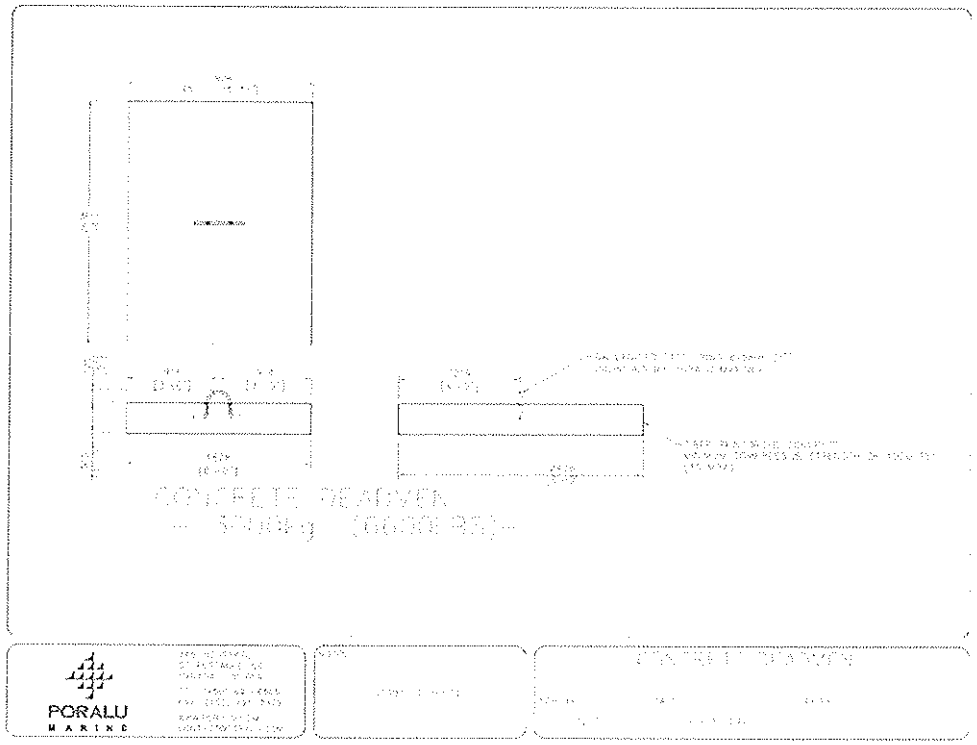
Belleveue

A flexible, galvanized chain anchoring configuration attached to gravity blocks (concrete deadmen) is suitable for Bellevue. The typical configuration is shown below. To be cast on site to reduce costs to the City, the gravity block and chain is an excellent solution.



- System is flexible with daily and seasonal water level variations and remain adjustment free
- This type of installation has been successfully implemented in other marinas in Canada with water level fluctuations ranging from 4' daily to 20' daily in tidal east coast, without any challenges or adjustments
- All anchor system related materials are out of the path of keels and travel paths
- Chains are galvanized and spec'd at 3/8" thick

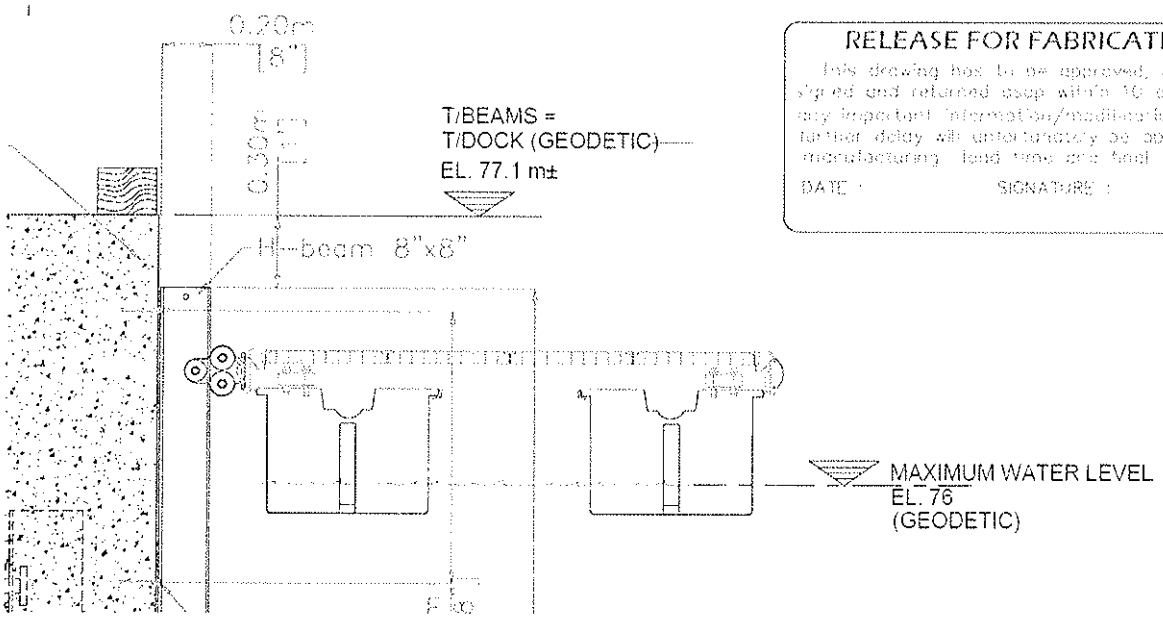
Typical block details:

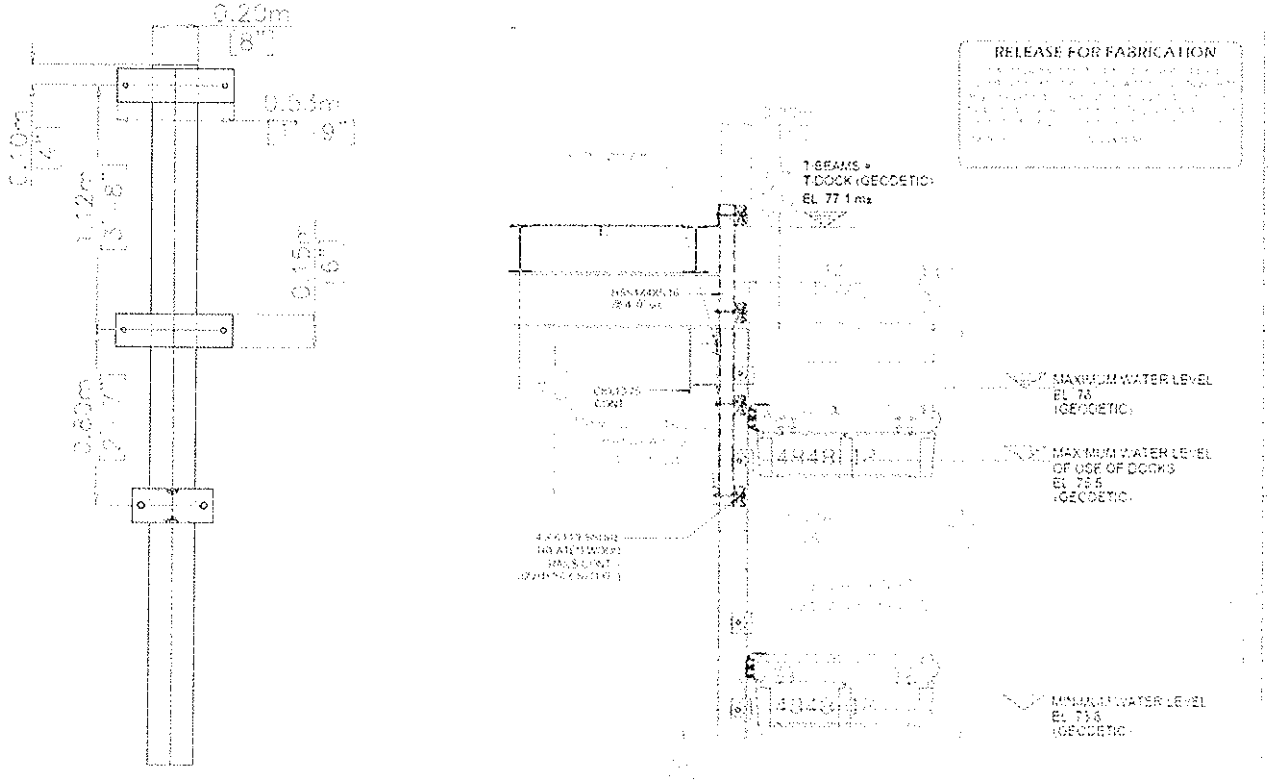


Bondar

Anchoring of the dock system as Bondar Marina will utilize and H-Beam system connected by welded plates and stainless steel bolts to the existing sheet pile wall. Poralu has the capacity to value engineer anchoring solutions.

Typical details are below:

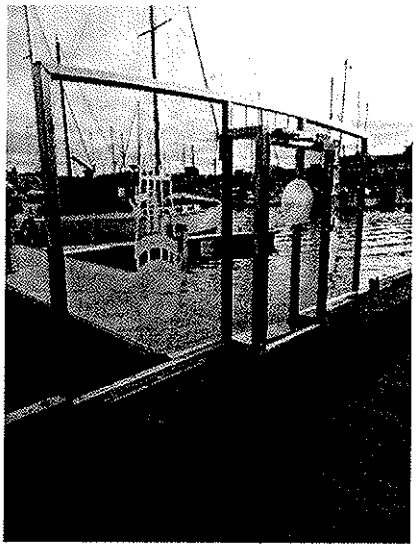


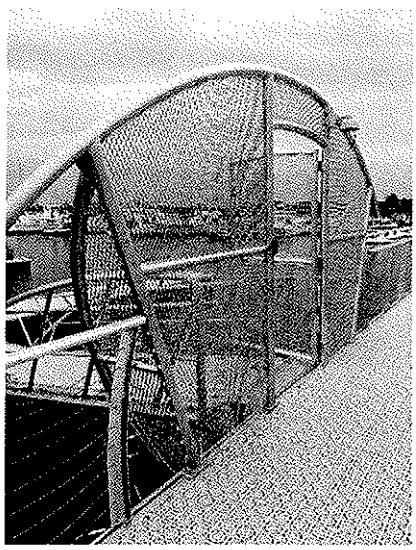


Security Gates

Poralu has manufactured a number of security gates (some pictured below) and has the necessary expertise to deliver the security gate previously specified in the Tender or to provide stylized custom designs if desired by ownership or any architect.

While security gates are a descriptive portion of the tender, we include some examples of what Poralu can deliver to Sault Ste. Marine and working with staff and engineering to deliver a final product. Shop drawings will demonstrate the final product in keeping with the Ontario Building Code and all other related codes and regulations. Card reader opening system was not specified in tender but can be deemed to be and easily be incorporated into any gate we manufacture for you.





875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3 Canada

p.705.942.6628
f. 705.942.7515

www.stemeng.ca
mail@stemeng.ca

31 October 2017

LETTER OF INTENT

Poralu Marine Inc.
345 Boulevard Industriel, St-Eustache
Québec, Canada
J7R 6C9

STEM Pro. # 17069

Subject: **Bondar and Bellevue Marinas Finger Dock Replacements**

This is to notify you that the above noted project was approved by the Owner, the Corporation of the City of Sault Ste. Marie, on September 25th, 2017. It is the Owner's intent to enter into a contract with Poralu Marine Inc. as per the terms of your Form of Tender with the following Alternates for the subject work in the total amount of **$375,740.00 + HST.**

Total Base Bid	$441,865.00
Alternate - Length of Bondar Gangway Reduction	-$3,000.00
Alternate - Length of Bellevue 'B' Gangway Reduction	-$4,125.00
Alternate - Length of Bellevue 'E' Gangway Reduction	-$23,000.00
Alternate - Use of Existing H-Beams at Bondar	-$16,000.00
Alternate - EcoStyle Decking	-$20,000.00
Total Tender Amount (excluding HST)	**$375,740.00**

We have been instructed by the Owner to proceed with the preparation and signing of the contract. Please begin to provide our office with the following deliverables:

- Performance Bond for 100% of the Contract Price
- Labour and Material Bond for 50% of the Contract Price
- Certificates of Insurance naming the Owner "The Corporation of the City of Sault Ste Marie" and "STEM Engineering Group Inc." as additional insured
- Project Schedule
- WSIB Clearance Certificate
- Proof of compliance to the City's Contractor Pre-Qualification Program
- List of Sub-trades to be used on the site

This is your confirmation to proceed with ordering materials and preparing your work schedule. We will be contacting you soon to arrange a pre-construction meeting.

Should you have any questions with the above please contact the undersigned.

Andrew Mallette, P.Eng.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-218

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Cecchetto & Sons Ltd. for the Drake Street Pump Station upgrades (Contract 2017-10E).

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 November 20, 2017 between the City and Cecchetto & Sons Ltd., a copy of which is attached as Schedule “A” hereto. This Contract is for the Drake Street Pump Station upgrades (Contract 2017-10E).

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 20th day of November, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj H:\Do\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2017\2017-218 Drake Street Pump Station Upgrades.docxcuments\THE CORPORATION OF THE CITY OF SAULT STE.docx

CCDC 2

CCDC 2

stipulated price contract

2 0 0 8

Drake Street Pumping Station PLC Upgrades
Contract No. 2017-10E

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

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DEFINITIONS
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5. Contract
6. Contract Documents
7. Contract Price
8. Contract Time
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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

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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
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GC 6.3 Change Directive
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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
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PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Negotiation, Mediation and Arbitration
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PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
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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

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

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 20th day of November in the year 2017 .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Cecchetto & Sons 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

Drake Street Pumping Station PLC Upgrades

insert above the name of the Work

located at

Queen and Drake Streets

insert above the Place of the Work

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

AECOM Canada Ltd.

insert above the name of the Consultant

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

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

1.3 commence the *Work* by the 4th day of December 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 12th day of March 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*.

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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
*

Section 00100 – Instructions To Bidders
Section 00200 – Definitions
Section 00300 – Stipulated Price Bid
Section 00300 – Appendix A - List of Bid Documents
Section 00300 – Appendix B - List of Subcontractors and Suppliers
Section 00300 – Appendix C - Alternative Prices
Section 00300 – Appendix D - Breakdown of Total Tender Price
Section 00800 – Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS
Section 01000 – General Requirements
Section 01061 – Environmental Considerations
Section 01630 – Equivalents and Alternatives
Section 02000 - General Specifications

Dwg. I101 – Drake Street Pumping Station Main Control Panel Layout and BOM
Drake Street Pumping Station 1/0 List
Level Transmitter Specification
Dwg. I102 – Drake Street Pumping Station Main Control Panel – General Layout

* *(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)*

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ARTICLE A-4 CONTRACT PRICE

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

Ninety Thousand, Eight Hundred and Fifty Three ----------00

/100 dollars $ 90,853.00

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

Eleven Thousand, Eight Hundred and Ten ----------89

/100 dollars $ 11,810.89

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

One Hundred Two Thousand, Six Hundred and Sixty Three ----------89

/100 dollars $ 102,663.89

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

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

5.3 Interest

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

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

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

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

Royal Bank of Canada

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

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

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

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 Drive, Sault Ste. Marie, Ontario P6A 5N1

address

705-541-7165 — *facsimile number*

c.taddo@cityssm.on.ca — *email address*

Contractor

Cecchetto & Sons Ltd.

*name of Contractor**

6 Sutherland Avenue, Sudbury, Ontario P3C 3A6

address

705-673-4168 — *facsimile number*

vblacklock@cecchettoandsons.com — *email address*

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

705-942-3642 — *facsimile number*

darrell.maahs@aecom.com — *email address*

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

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	**OWNER**
	The Corporation of the City of Sault Ste. Marie
	name of owner
signature	*signature*
	Christian Provenzano, Mayor
name of person signing	*name and title of person signing*
signature	*signature*
	Malcolm White, City Clerk
name of person signing	*name and title of person signing*

WITNESS	**CONTRACTOR**
	Cecchetto & Sons Ltd.
	name of Contractor
signature	*signature*
name of person signing	*name and title of person signing*
signature	*signature*
name of person signing	*name and title of person signing*

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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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.*

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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*.

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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.

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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*.

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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.

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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.

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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.

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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*.

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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*.

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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.

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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*.

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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.

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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.

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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.

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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*.

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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*.

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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.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until
(1) *Substantial Performance of the Work*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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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*.

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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 desagreement 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.

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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*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and
(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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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.

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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 paragraph12.2.1.1 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.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

Association of Canadian Engineering Companies

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.

Canadian Construction Association

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.

Construction Specifications Canada

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

The Royal Architectural Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-221

AGREEMENT: (C3) A by-law to authorize the execution of the Agreement between the City and Batchawana Bay Safe Harbours Association for the donation of two docks from the Bellevue Marina.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated November 20, 2017 between the City and Batchawana Bay Safe Harbours Association, a copy of which is attached as Schedule “A” hereto. This Agreement is for the donation of two docks from the Bellevue Marina from the City to Batchawana Bay Safe Harbours Associaton.

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 20th day of November, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-221 AGREEMENT - DOCK DONATION.DOCX

SCHEDULE "A"

DONATION AGREEMENT

THIS AGREEMENT made this 20th day of November, 2017

BETWEEN:

BATCHAWANA BAY SAFE HARBOURS ASSOCATION
(hereinafter referred to as the "BBSHA")

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

WHEREAS the City intends to replace the docks at Bellevue Marina (the "Marina") located at 48 Pine Street, Sault Ste. Marie, ON and has retained a Contractor for same;

AND WHEREAS the BBSHA has expressed an interest in acquiring the decommissioned docks from the City;

AND WHEREAS the City is prepared to donate two (2) of the aforesaid decommissioned docks (the "Docks") to the BBSHA subject to the terms and conditions set out in this Agreement;

AND WHEREAS the BBSHA wishes to accept this donation;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

DONATION

1. Subject to the terms and conditions set out in this Agreement, the City shall donate the said Docks to the BBSHA. The selection of the said Docks to be donated shall be the choice of the City.

2. The City's Contractor shall remove the Docks from the Marina to commence the dock replacement and stack the Docks in the Northeast corner of the parking lot of the Marina (the "Collection Location").

3. The Docks shall be labelled, one with the letter "B" and one with the letter "E", and the donation shall include only the floating dock itself, and not the underwater items previously attached to the Dock.

COLLECTION AND TRANSPORTATION

4. The BBSHA acknowledges and agrees that the collection and transportation, and everything associated with the collection and transportation of the Docks shall be the sole responsibility of the BBSHA.

5. The BBSHA covenants and agrees to hire a Contractor from the City's Pre-Approved Contractor Program to carry out the collection and transportation the Docks. The BBSHA shall be responsible for all costs and expenses associated with the use of this Contractor.

6. The BBSHA further covenants and agrees to collect the Docks by May 31, 2018 and if the Docks have not been collected by May 31, 2018 the City shall dispose of the Docks and the BBSHA shall no longer be entitled to collect and utilize the Docks.

7. The BBSHA acknowledges and agrees that the City is not responsible for any damage that may occur to the Docks prior to, during or after the collection and transportation of the Docks.

8. At no time shall the City be responsible for collecting, transporting or otherwise dealing with any matters related to the collection and transportation of the Docks. The BBSHA shall be responsible for all costs, expenses and liabilities relating to the collection and transportation of the Docks and all other matters related directly or indirectly to the

9. collection and transportation of the Docks. The BBSHA shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the collection and transportation of the Docks.

10. The BBSHA covenants and agrees to restore the Collection Location to the same condition as it was prior to the collection of the Docks; and further acknowledges and agrees that the BBSHA is responsible for any and all damages to the Collection Location caused directly or indirectly by the acts or omissions of the BBSHA during the collection and transportation of the Docks.

CONDITION

11. The BBSHA acknowledges that it is receiving the Docks in an "as is" condition and that the City has made no representation or warranty as to the condition of the Docks or its suitability for the BBSHA's purposes or activities.

RESPONSIBILITY FOR THE DOCKS

12. The BBSHA acknowledges and agrees that once the Docks have been placed by the City's Contractor at the Collection Location, the City is no longer responsible for the Docks or any matters related to the Docks; and further, the City is not responsible for anything that happens to the Docks once the Docks have been placed at the Collection Location, including but not limited to damage to or theft of the Docks.

13. The BBSHA acknowledges and agrees that upon collection of the Docks, the BBSHA shall have possession of and be fully responsible for the Docks. The BBSHA shall be responsible for all costs, expenses and liabilities relating directly or indirectly to the Docks once the Docks have been collected by the Contractor on behalf of the BBSHA from the Collection Location.

LIABILITY

14. The BBSHA 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 donation of the Docks, the intent being that the City shall be at no risk or expense to which it would not have been put had the donation of the Docks not occurred.

15. The BBSHA acknowledges and agrees that the BBSHA voluntarily assumes all risk of injury, illness, damage or loss to persons or property that might result directly or indirectly from the donation of the Docks, and all other matters related directly or indirectly to the donation of the Docks.

16. The BBSHA hereby releases and discharges the City and its employees from any and all losses, damages, claims, demands or causes of action known or unknown arising out of the donation of the Docks and any activities related thereto; and anything related to the BBSHA's subsequent use of the Docks.

DEFAULT

17. Failure of either party hereto to fulfill all of the terms, conditions and obligations set out in this contract shall cause this contract to terminate.

TERM

18. The parties hereto agree that this agreement shall terminate May 31, 2018 unless otherwise terminated prior to such date in accordance with the provisions of this agreement. The provisions of Sections 4-15 of this Agreement shall survive the termination of this Agreement.

GENERAL

19. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile transmission and that if signed by all Parties such transmission will constitute a legally binding agreement.

20. The Owner shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the City.

21. This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

22. The provisions of this Agreement shall be binding upon, and enure to the benefit of the Parties and their respective successors and (where applicable) permitted assigns.

23. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 20th day of November, 2017.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE
We have the authority to bind the corporation.

BATCHAWANA BAY SAFE HARBOURS ASSOCATION

Name: David Steele
Position: President
I have the authority to bind the corporation.

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-219

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Bruce Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of $304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.

6. The sum of $79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 20th day of November, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-219 LOCAL IMPROVEMENT - BRUCE STREET.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2017-220, SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

2017 11 20

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement	
On:	Bruce Street	
From:	Queen Street East	
To:	Wellington Street East	
Estimated Cost of Work:	$2,591,000.00	
Estimated Assessable Abutting Frontage:	262.4m	Sanitary Sewer
	190.2m	Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	$14,082.05	Sanitary Sewer
	$15,123.22	Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	$2,561,794.73	
Special Rate per Metre Frontage:	$30.50	Sanitary Sewer
	$79.50	Class "A" Pavement
Special Rate per Private Drain Connection:	$304.00	
Estimated Interest Rate Term:	3.70%	
	10 years	
Estimated Annual Rate per Metre Frontage:	$3.70	Sanitary Sewer
	$9.66	Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	$36.92	
Estimated Lifetime of the Work:	20 years	

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A" **BY-LAW 2017-220**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-5-02	Bruce	Queen St. East	Wellington St. East	280m	600mm	24	262.4m	$14,082.05

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B" **BY-LAW 2017-220**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-7-02	Bruce	Queen St. East	Wellington Street East	280m	14m	n/a	190.2m	$15,123.22

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-220

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Simpson Street from Wellington Street East to Queen Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of $304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.

6. The sum of $79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 20th day of November, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2017\2017-220 LOCAL IMPROVEMENT - SIMPSON STREET.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2017-219, SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

2017 11 20

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement	
On:	Simpson Street	
From:	Wellington Street East	
To:	Queen Street East	
Estimated Cost of Work:	$2,572,000.00	
Estimated Assessable Abutting Frontage:	729.7m	Sanitary Sewer
	685.7m	Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	$31,574.05	Sanitary Sewer
	$61,127.98	Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	$2,479,297.97	
Special Rate per Metre Frontage:	$30.50	Sanitary Sewer
	$79.50	Class "A" Pavement
Special Rate per Private Drain Connection:	$304.00	
Estimated Interest Rate Term:	3.70%	
	10 years	
Estimated Annual Rate per Metre Frontage:	$3.70	Sanitary Sewer
	$9.66	Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	$36.92	
Estimated Lifetime of the Work:	20 years	

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A" **BY-LAW 2017-219**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-5-01	Simpson	Wellington Street East	Queen Street East	480m	250mm	39	729.7m	$31,574.05

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B" **BY-LAW 2017-219**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2017-7-01	Simpson	Wellington Street East	Queen Street East	480m	10m	n/a	685.7m	$61,127.98