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

Monday, May 14, 2018
4:30 pm
Council Chambers
Civic Centre

Pages

1. Adoption of Minutes 15 - 31

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2018 04 23 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 M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the Agenda for 2018 05 14 City Council Meeting as presented be approved.

5. Proclamations/Delegations

5.1 United Way Pedals for Possibilities

Brianne Veale

5.2 Young Professionals Week

Ashlee Gerard, STRIVE Young Professionals Group

5.3 2019 Special Olympic Ontario Winter Games

Cst. Shaun Beaulieu

5.4 Great Northern Road Speed Limit - 6.18 32 - 61

Brian Wallenius

5.5 EDC 2017 Annual Report - 7.8.1

Dan Hollingsworth, Executive Director, Economic Development Corporation

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that all the items listed under date 2018 05 14 – 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 Wawa for 2 days in May for a Rural Ontario Municipal Association meeting at no cost to the City.

6.2 RFP – Engagement of an Integrity Commissioner 62 - 63

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2018 05 14 be received and that the proposal submitted by Ironside Consulting Services Inc. to provide Integrity Commissioner Services for the City of Sault Ste. Marie be approved.

A by-law authorizing signature of the agreement for the provision of Integrity Commissioner services will appear on a future Council Agenda.

6.3 Tender for Asphalt 64 - 66

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2018 05 14 be received and that the tender submitted by Palmer Construction Group Incorporated for the supply of asphalt for the 2018 construction season commencing June 1, 2018 at the tendered pricing (HST extra) be approved.

6.4 Tender for Ready-Mix Concrete 67 - 69

A report of 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 Manager of Purchasing dated 2018 05 14 be received and that the tender submitted by Lafarge for the supply of Ready-Mix Concrete for the 2018 construction season commencing June 1, 2018 at the tendered pricing (HST extra) be approved.

6.5 2017 Year-End Reserve Transfers 70 - 72

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Audits and Capital Planning dated 2018 05 14 concerning 2017 Year-End Transfers be received and that the recommended transfers to the Computer Software Reserve totaling $88,000 and the transfer from the Contingency Reserve of $610,080 be approved.

6.6 First Quarter Financial Report – March 31, 2018 73 - 90

A report of the Manager of Audits and Capital Planning is attached for the information of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Myers

That the report of the Manager of Audits and Capital Planning dated 2018 05 14 concerning the First Quarter Financial Report to March 31, 2018 be received as information.

6.7 2018 Capital Priorities from Surplus 91 - 93

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Chief Financial Officer and Treasurer dated

2018 05 14 regarding 2018 Capital Budget Priorities from 2017 Surplus be received and that the ice resurfacer ($112,000) and the snow dump project ($650,000) be funded from the Asset Management Reserve.

The direction of Council regarding the remaining $236,000 is required.

6.8 2018 Property Tax Capping Options 94 - 98

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

The relevant By-law 2018-84 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.9 2019 Budget Update 99 - 104

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 05 14 regarding 2019 Budget Update be received as information.

6.10 Searchmont Ski Association Inc. Loan Guarantee Renewal Request 105 - 114

A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 04 23 be received and that the $100,000 previously transferred by the City of Sault Ste. Marie from the Economic Diversification Fund to the Sault Ste. Marie Economic Development Corporation (to be set aside as collateral for the RBC/SSAI line of credit) be renewed for the period of May 1, 2018 to May 1, 2019 or until such time as the Sault Ste. Marie Economic Development Corporation has divested itself of the asset, at which time the funds will be returned to the Economic Diversification Fund.

6.11 Request for Financial Assistance for National/ International Sports Competitions – Holly Lasante-Power Lifting 115 - 118

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Manager of Recreation and Culture dated 2018

05 14 concerning Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a financial assistance grant for Ms. Lasante's participation at the World Classic Power Lifting Championships to be held June 5th – 17th, 2018 in Calgary, Alberta in the amount of $200.00 be approved.

6.12 Restaurant/Lounge Lease Termination at John Rhodes Community Centre 119 - 121

A report of the Director of Community Services, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Director of Community Service, Community Development and Enterprise Services dated 2018 05 14 concerning Restaurant/Lounge Lease Termination at John Rhodes Community Centre be received and that staff be directed to review options for use of the space and provide recommendations for consideration at the June 25, 2018 Council meeting.

6.13 Sault Ste. Marie Accessibility Improvement Projects 122 - 125

A report of the Accessibility Coordinator is attached for the consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Accessibility Coordinator dated 2018 05 14 concerning three accessibility improvement projects be received as information.

6.14 Huron Street at Wellington Street Intersection – Traffic Signal Removal 126 - 132

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2018 05 14 be received and that the traffic signals at the Huron Street and Wellington Street West intersection not be replaced instead a Stop at Huron Street be installed.

6.15 McNabb Street Drainage Improvements 133 - 137

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

The relevant By-laws 2018-103 and 2018-104 are listed under item 11 of the

Agenda and will be read with all by-laws listed under that item.

6.16 Municipal Class Environmental Assessment 138 - 147

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Director of Engineering dated 2018 05 14 concerning the Municipal Class Environmental Assessment process be received as information.

6.17 Bruce Street Reconstruction 148 - 152

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

The relevant By-law 2018-96 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.18 Great Northern Road Speed Study 153 - 155

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2018 05 14 concerning Great Northern Road Speed Study be received and that a posted speed reduction on Great Northern Road from 800m north of Third Line to Fifth Line from 80 km/h to 70 km/h be approved.

An amendment to the Traffic By-law will be brought to Council at a future meeting.

6.19 Delegation of Signing Authority – Licence of Occupation Agreements for Special Events 156 - 178

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

The relevant By-law 2018-100 and 2018-101 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.20 Sale of 33 Wilks Street 179 - 181

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

The relevant By-law 2018-93 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.21 Sale of Vacant Land on Highland Court 182 - 184

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

The relevant By-law 2018-92 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.22 Sault Area Hospital Lease Agreement 185 - 186

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

The relevant By-law 2018-94 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.23 Agreement with Electrical Safety Authority Continuous Safety Services Program 187 - 192

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

The relevant By-law 2018-77 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

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-10-18-Z – 680 Fifth Line East (Sherry Bernard) 193 - 205

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Senior Planner dated 2018 05 14 concerning Rezoning Application A-10-18-Z be received and that Council rezone the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to permit a second dwelling unit upon the subject property, to be located within a detached garage.

And that the Legal Department be directed to prepare the necessary by-law to

effect this approval.

7.7.2 A-9-18-Z – 33 Nichol Avenue (Johnson and Taylor) 206 - 217

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Senior Planner, dated 2018 05 14 concerning Rezoning Application A-9-18-Z be received and that Council rezone the northern 32m of the subject property from Institutional Zone (I) to Single Detached Residential Zone (R2.S) with a special exception to:

1. Permit the existing building to be converted to a 5-unit apartment building.
2. To reduce the following setbacks for the existing building only:
    1. Front yard to 6m
    2. North interior side yard to 4m
    3. Rear yard to 2m.

That Council rezones the southern 32m of the subject property from Institutional Zone (I) to Single Detached Residential Zone (R2.S) with a special exception to reduce the required lot area from $550m^2$ to $517m^2$.

Further, that Council deem the northern 32m (105') of the property subject to Site Plan Control.

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

7.8 Boards and Committees

7.8.1 Sault Ste. Marie Economic Development Corporation 218 - 232

The 2017 Annual Report is attached.

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

8.1 Creation of Parking Lot for Gore Street

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Whereas merchants on Gore Street have long had concerns about adequate parking on Gore Street; and

Whereas the Gore Street streetscape project has resulted in fewer parking spaces on Gore Street; and

Whereas Council directed staff to further reduce on-street parking to improve the sightlines at the Albert St. and Gore St. intersection;

Now Therefore Be It Resolved that Staff to look at options for a parking lot in proximity to the Gore Street business area and report back to Council with options prior to the end of the year.

8.2 Jamestown By-law Enforcement and Property Standards

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Whereas the City recently passed a motion for a Jamestown revitalization plan; and

Whereas Jamestown business people and residents have expressed concern with the deteriorating condition of some buildings in the Jamestown area and with a lack of property standards by-law enforcement; and

Whereas this creates a disincentive for neighbouring properties to invest in revitalizing the neighbourhood;

Now Therefore Be It Resolved that the Building Division be requested to report as to actions required to ensure compliance of all buildings in the Jamestown area with the property standards by-law.

8.3 Request to Rename Street - Garrison Drive 233 - 234

Mover Councillor S. Myers
Seconder Councillor S. Hollingsworth

Resolved that the request of the Commanding Officer, 49th Field Regiment concerning renaming a portion of Ontario Avenue to Garrison Way be referred to staff for review and report back to Council.

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

9.1 Budget Process and Discretionary Services List Discussion 235 - 252

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2018 05 14 be approved.

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

11.1.1 By-law 2018-19 (Regulations) Animal Care and Control 253 - 286

Council Report was passed by Council resolution on April 9, 2018.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-19 being a by-law responsible for animal care and control for The Corporation of the City of Sault Ste. Marie be passed in open Council this 14th day of May, 2018.

11.1.2 By-law 2018-77 (Agreement) Electrical Safety Authority 287 - 291

A report from the City Solicitor is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-77 being a by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2018 to March 31, 2021 be passed in open Council this 14th day of May, 2018.

11.1.3 By-law 2018-84 (Tax) Tax Capping Options 292 - 294

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-84 being a by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential property classes be passed in open Council this 14th day of May, 2018.

11.1.4 By-law 2018-92 (Property) Highland Court 295 - 296

A report from the City Solicitor is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-92 being a by-law to authorize the sale of surplus property being a vacant strip of land adjacent to civic addresses 19 and 23 Highland Court, legally described in PIN 31562-0096 (LT) to Carrie Cerenzie be passed in open Council this 14th day of May, 2018.

11.1.5 By-law 2018-93 (Property) Sale of 33 Wilks Street 297 - 298

A report from the City Solicitor is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-93 being a by-law to authorize the sale of surplus

property being civic 33 Wilks Street, legally described in PIN 31611-0135 (LT) to Robert Dumanski be passed in open Council this 14th day of May, 2018.

11.1.6 By-law 2018-94 (Agreement) Sault Area Hospital Lease 299 - 316

A report from the City Solicitor is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-94 being a by-law to authorize the execution of the Lease Agreement between the City and Sault Area Hospital to occupy City Property located at 65 Old Garden River Road be passed in open Council this 14th day of May, 2018.

11.1.7 By-law 2018-95 (Agreement) Bruce Street Reconstruction 317 - 319

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-95 being a by-law to authorize the execution of the Contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Bruce Street from Queen Street East to Wellington Street East (Contract 2018-3E) be passed in open Council this 14th day of May, 2018.

11.1.8 By-law 2018-96 (Temporary Street Closing) Bruce Street Closing

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-96 being a by-law to permit the temporary closing of Bruce Street from Queen Street East to Wellington Street East from May 30, 2018 until October 31, 2018 be passed in open Council this 14th day of May, 2018.

11.1.9 By-law 2018-97 (Property) Acquisition of Part 953 Black Road 320 - 321

Council Report was passed by Council resolution on April 23, 2018.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-97 being a by-law to authorize the acquisition of a portion of property located at civic 953 Black Road (Dewar) be passed in open Council this 14th day of May, 2018.

11.1.10 By-law 2018-98 (Property) Acquisition of Part 828 Black Road 322 - 323

Council Report was passed by Council resolution on April 23, 2018.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-98 being a by-law to authorize the acquisition of a portion of property located at civic 828 Black Road (SSM 2 Solar ULC) be passed in open Council this 14th day of May, 2018.

11.1.11 By-law 2018-99 (Appointments) Humane Society Officers 324 - 325

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-99 being a by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws be passed in open Council this 14th day of May, 2018.

11.1.12 By-law 2018-100 (Delegation) Signing Authority for Community Events 326 - 333

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-100 being a by-law to approve the standard form of a Licence to Occupy City Property Agreement for Community Events; and further to delegate to the Deputy CAO – Community Development & Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie be passed in open Council this 14th day of May, 2018.

11.1.13 By-law 2018-101 (Noise) Exemptions for Community Events 334 - 334

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-101 being a by-law to amend the Noise By-law 80-200 be passed in open Council this 14th day of May, 2018.

11.1.14 By-law 2018-102 (Agreement) Civic Centre Cladding and Windows 335 - 571

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-102 being a by-law to authorize the execution of

the Agreement between the City and Cy Rheault Construction Ltd. to perform the work required for the replacement of exterior cladding and windows be passed in open Council this 14th day of May, 2018.

11.1.15 By-law 2018-103 (Agreement) McNabb Street Drainage Improvements 572 - 574

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-103 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the replacement of a storm sewer through Poplar Park to the north side of McNabb Street (Contract 2018-5E) be passed in open Council this 14th day of May, 2018.

11.1.16 By-law 2018-104 (Temporary Street Closing) McNabb Street Closing 575 - 575

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-104 being a by-law to permit the temporary closing of McNabb Street from Pim Street to Willow Avenue intermittently between June 1, 2018 until October 31, 2018 be passed in open Council this 14th day of May, 2018.

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

11.3.1 2018-35 (Streets) Change Name Part Shore Drive to Rotary Parkway 576 - 578

Council Report was passed by Council resolution on February 5, 2018.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2018-35 being a by-law to rename a portion of Shore Drive to Rotary Parkway (the access to Bellevue Park which forms the south leg of the intersection of Churchill Boulevard and Queen Street) be read the THIRD time in open Council and passed this 14th day of May, 2018.

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

13. Closed Session

Mover Councillor M. Bruni

Seconder Councillor S. Myers

Resolved that this Council proceed into closed session to discuss a proposed disposition of land.

14. Adjournment

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 23, 2018
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 J. Krmpotich, Councillor O. Grandinetti
Absent:	Councillor F. Fata
Officials:	A. Horsman, M. White, L. Girardi, T. Vair, N. Kenny, P. Johnson, S. Schell, S. Hamilton Beach, D. Elliott, D. McConnell, B. Lamming, V. McLeod, R. Borean

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1. Adoption of Minutes

Moved by: Councillor L. Turco
Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of 2018 04 09 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor P. Christian – OLG Jobs

Spouse employed by OLG.

3.2 Councillor O. Grandinetti – Declare Surplus 236 Prentice Avenue

Owner of abutting property.

3.3 Councillor O. Grandinetti – By-law 2018-90 (Property) Declare Surplus 236 Prentice Avenue

Owner of abutting property.

3.4 Councillor M. Shoemaker – A-7-18-Z.OP – 248 Wallace Terrace and 292 Farwell Terrace

One of the affected persons is a client of law firm.

3.5 Councillor R. Niro – Property Tax Appeals

Daughter's property is included on the Appeal listing.

3.6 Councillor R. Niro – OLG Jobs

Son employed by OLG.

3.7 Councillor M. Bruni – OLG Jobs

Employed by OLG.

3.8 Mayor C. Provenzano – A-7-18-Z.OP – 248 Wallace Terrace and 292 Farwell Terrace

The applicant is a former client of law firm.

3.9 Councillor S. Hollingsworth – By-law 2018-18 (Street Closing and Conveyance) Peer Street

One of the affected parties is a relative.

3.10 Councillor L. Turco – By-law 2018-91 (Agreement) Algoma District School Board Service Agreement

Spouse is a trustee of the Huron-Superior Catholic District School Board.

4. Approve Agenda as Presented

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

Resolved that the Agenda and Addendum for the 2018 04 23 City Council Meeting as presented be approved.

Carried

4.1 Additional Motion (Norgoma)

Moved by: Councillor S. Myers
Seconded by: Councillor S. Hollingsworth

Resolved that motion under agenda item 7.3.1.2 be dealt with prior to the motion under agenda item 7.3.1

Carried

5. Proclamations/Delegations

5.1 Day of Mourning

Michele McCleave-Kennedy, SSM District Labour Council President was in attendance.

5.2 Motorcycle Awareness Week

5.3 Community Living Awareness Month

Jason Hebert, Chair of Council of Community Living Algoma, Sharon Yadivisiak, Council Member, and Chris Dunn, support staff to the Council were in attendance.

5.4 Emergency Preparedness Week

Lauren Perry, Emergency Management Coordinator was in attendance.

5.5 Maternal Mental Health Day

Michelle Roberts, Coordinator, You Are Not Alone Project was in attendance.

5.6 Children and Youth Mental Health Week

Sue Bryden, Clinical Supervisor, Algoma Family Services was in attendance.

5.7 Sault Ste. Marie and Area Drug Strategy Presentation

Desiree Beck was in attendance.

Moved by: Councillor S. Myers
Seconded by: Councillor S. Hollingsworth

Whereas the Provincial and Federal Government have recognized that Canada is facing a serious and growing opioid crisis; and

Whereas the opioid crisis has resulted in an increase in the rates of addiction, overdoses and deaths across the country and Sault Ste. Marie has seen these effects in our own community; and

Whereas our community’s health care providers and front line workers are doing their best with limited resources to address the opioid crisis; and

Whereas the Safe Community Partnerships has a Drug Strategy Committee that provides oversight and strategic advice on the implementation of a community drug strategy, and fosters inter – sectoral relationships and decision making critical to advancing a collective response to substance use issues; and

Whereas City Council recognizes the opioid crisis, an increase in opioid related overdoses and deaths and the challenging and important work being undertaken by the community's health care providers, front line workers and the Drug Strategy Committee and wants to ensure that it continues to support those efforts;

Now Therefore Be It Resolved that the Mayor, CAO and the DCAO Community Development are directed to ensure that, as it when it can, the City continues to work with and support the collective efforts of Algoma Leadership Table, Sault Area Hospitals, Group Health Centre, Algoma Public Health, Sault Ste. Marie Police Services and the Drug Strategy Committee as we collectively address the opioid crisis and its consequences.

Carried

5.8 Closing and Conveyance of Peer Street

Wayne Chorney, Counsel for Daniel Fremlin was in attendance.

Krista Nolan, abutting property owner was in attendance.

5.9 M. S. Norgoma

Louis Muio, St. Mary's River Marine Heritage Centre was in attendance.

Chelsea Wieja, Cultural Advisory Board was in attendance.

Lorna Rudolph, Sault Ste. Marie Ratepayers Association was in attendance.

5.10 A-7-18-Z.OP – 248 Wallace Terrace and 292 Farwell Terrace

Mark Lepore, Counsel for the applicant was in attendance.

Ugo Capisciolto, abutting property owner was in attendance.

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

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

Resolved that all the items listed under date 2018 04 23 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except 6.3.

Carried

6.1 Council Travel

Moved by: Councillor R. Niro
Seconded by: Councillor J. Hupponen

Resolved that Councillor L. Turco be authorized to travel to Alliston for 2 days in June for an AMO Board President's Meeting at an estimated cost to the City of $880.

Carried

6.2 Outstanding Resolutions

The Outstanding Council Resolutions List for the first quarter of 2018 was provided to Council.

6.4 Property Tax Appeals

Councillor R. Niro declared a conflict on this item. (Daughter's property is included on the Appeal listing.)

The report of the Manager of Accounting and City Tax Collector was received by Council.

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

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 04 23 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act* be approved.

Carried

6.5 RFP – Security Services – Seasonal

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

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

Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and that the proposal submitted by KC Security Services to provide seasonal security services as required by various City Departments be approved.

The contract will commence May 16, 2018, and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Carried

6.6 RFP – Microsoft Dynamics GP Annual Licensing and Support

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

Moved by: Councillor R. Niro
Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and that the proposal submitted by Diamond Software Inc. (Alberta) (“Aptean”) for licensing, support and maintenance of Microsoft Dynamics Great Plains Software for the one-year period commencing May 31, 2018 in the amount of approximately $81,000.00 plus HST be approved on a single-source basis.

Carried

6.7 Tender for Firefighter Bunker Gear (2018FIR-03-T)

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

Moved by: Councillor L. Turco
Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2018 04 23 be received and that the tender for the supply and delivery of firefighter bunker gear as required by Fire Services be awarded to A.J. Stone Company Ltd. at their total tendered price of $186,640.00 plus HST be approved.

Carried

6.8 Use of Corporate Resources Policy – 2018 Municipal Election

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

Resolved that the report of the Deputy CAO / City Clerk dated 2018 04 23 concerning Use of Corporate Resources Policy – 2018 Municipal Election be received and the subject policy be approved.

Carried

6.9 Recount Policy – 2018 Municipal Election

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

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

Resolved that the report of the Deputy CAO / City Clerk dated 2018 04 23 concerning Recount Policy – 2018 Municipal Election be received and the recommendation not to adopt a Recount Policy be approved.

Carried

6.10 Historic Sites Board By-Law Changes

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

The relevant By-law 2018-78 is listed under item 11 of the Minutes.

6.11 2017 Building Division Annual Fee Report

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

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

Resolved that the report of the Chief Building Official dated 2018 04 23 concerning the 2017 Annual Fee Report be received as information.

Carried

6.12 John Rhodes Community Centre – Single Sourcing of Refrigeration System

The report of the Director of Community Services was received by Council.

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

That the report of the Director of Community Services dated 2018 04 23 concerning the John Rhodes Community Centre Refrigeration System Replacement be received and the recommendation to single-source the replacement of both compressors to CIMCO Refrigeration be approved.

Carried

6.13 Ontario’s Main Street Revitalization Initiative

The report of the Planning Director was received by Council.

The relevant By-law 2018-75 is listed under item 11 of the Minutes.

6.14 Declare Surplus 236 Prentice Avenue

Councillor O. Grandinetti declared a conflict on this item. (Owner of abutting property.)

The report of the City Solicitor was received by Council.

The relevant By-law 2018-90 is listed under item 11 of the Minutes.

6.15 Transfer of Review Agreement

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

The relevant By-law 2018-74 is listed under item 11 of the Minutes.

6.16 Black Road Widening Project Phase II (Second Line to Third Line) – Offers to Purchase

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-laws 2018-81, 2018-82 and 2018-83 are listed under item 11 of the Minutes.

6.17 Reconstruction of Black Road – Second Line to Third Line

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

The relevant By-law 2018-86 and 2018-89 are listed under item 11 of the Minutes.

6.18 2018 Road Resurfacing

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

Moved by: Councillor R. Niro
Seconded by: Councillor J. Hupponen

Resolved that the report of the Director of Engineering dated 2018 04 23 be received and that the 2018 road resurfacing program be approved.

Carried

6.19 Reconstruction of Simpson Street

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

The relevant By-laws 2018-85 and 2018-88 are listed under item 11 of the Minutes.

6.20 Framework for RFP – Waste Collection

The report of the Director of Public Works was received by Council.

Moved by: Councillor L. Turco
Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Public Works dated 2018 04 23 be received and that the issuance of a Request for Proposal based on the key terms outlined therein be approved.

Carried

6.21 McNabb Street – Pim Street Drainage Improvements Phase 2 Engineering Agreement

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

The relevant By-law 2018-87 is listed under item 11 of the Minutes.

6.3 2018 Property Tax Capping Options

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

The relevant By-law 2018-84 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 M. S. Norgoma

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

Moved by: Councillor L. Turco
Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2018 04 09 concerning M.S. Norgoma – Options for Removal be received and that the recommendation to pursue option 3 (Peter Gregos-Nicols offer to acquire the Norgoma) be approved with funding of $35,000 to come from the Facilities Maintenance Reserve;

Further that should a satisfactory agreement not be reached with Peter Gregos-Nicols and no other option comes forward for restoration at another location, that staff be requested to report with costs and a proposed timeline to proceed with option 5 (decommission and remove the M.S. Norgoma from Bondar Marina).

Officially Read and Not Dealt With

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

Resolved that the City give immediate notice to the St. Mary's River Marine Centre to terminate the berthing rights of the M.S. Norgoma at the Roberta Bondar Marina effective August 31, 2018; and

Further that staff be directed to work with the St. Mary's River Marine Heritage Centre Board to assist in and support the removal of the M.S. Norgoma from the Roberta Bondar Marina and report back to Council when and if there are any future decisions to be made by Council.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers		X	

Councillor S. Hollingsworth		X	
Councillor J. Hupponen	X		
Councillor L. Turco		X	
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata			X
Councillor J. Krmpotich			X
Councillor O. Grandinetti	X		
Results	**8**	**3**	**2**

Carried

7.3.1.1 Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma

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

Moved by: Councillor L. Turco
Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager and Recreation and Culture submitted on behalf of the Cultural Advisory Board and the Municipal Heritage Committee dated 2018 03 09 concerning the Cultural Advisory Board and Municipal Heritage Committee Response Regarding the Norgoma be received as information.

Carried

7.3.1.2 Council Resolution

Moved by: Councillor S. Myers
Seconded by: Councillor S. Hollingsworth

Whereas the City Council-approved 2016-2020 City Corporate Strategic Plan under *Quality of Life* does identify four areas of strategic focus, one being to promote and support arts and culture; and

Whereas in the introduction of the Corporate Strategic Plan it does state “The priorities identified in this plan will guide our corporation through the next five years”; and

Whereas in the City Council-approved recommendations from the Community Adjustment Committee and included in the City Council-approved Future Sault Ste. Marie plan, Cultural Vitality is identified as one of four key pillars; and

Whereas on October 3, 2017 the Future SSM Plan was presented to an invited group of 19 Heritage Arts and Culture groups including the St. Marys River Marine Heritage Centre; and

Whereas at that time six recommendations were presented under the Cultural Vitality pillar including:

CV-1 Create a full-time City staff position to act as an advocate and catalyst for the arts and cultural sector.

CV-2 Update the City Cultural Policy and develop a Cultural Plan.

CV-3 Develop a sustainable funding model incorporating both public and private support to further develop cultural facilities, organizations, and events.

CV-4 Market our city as a preferred location for film and digital media production

CV-5 Assist and coordinate efforts to develop and market our artists.

CV-6 Foster a culture of creativity and excellence by celebrating arts and culture and providing diverse opportunities for creative expression and professional development.

Whereas the Future SSM Plan does state:

“Sault Ste. Marie celebrates its history, natural and cultural heritage, and diverse identities, transforming the city into a global centre of cultural excellence through inclusive, broad-based, meaningful participation in the sector with continual *renewal and growth* of its creative economy”; and

Whereas two City Council-appointed advisory committees, Cultural Advisory Board and Municipal Heritage Committee have reported and recommended to City Council the following:

1. Ongoing preservation of the Norgoma and that a location be maintained in the City’s Downtown neighbourhood;
2. While recognizing that The Marys River Marine Heritage Centre is an independent not-for-profit corporation over which Committees of Council have no authority, we suggest that the Centre complete a new strategic plan that responds to the opportunities and challenges outlined in this report;
3. The St. Marys River Marine Heritage Centre be considered the appropriate site for interpretative features that may accompany any UNESCO designation of the St. Mary’s River; and
4. The development of a Cultural Plan for the City of Sault Ste. Marie to take into account the cultural value of the Norgoma as outlined above

And whereas the NORDIK Institute has come forward to the St. Marys River Marine Heritage Centre Board with a contract to provide pro bono work and develop a new strategic plan for the Norgoma; and

Whereas the Norgoma Museum Ship has seen attendance averaging more than 5,000 annually for the past four years (2017 – 5370; 2016 – 5547; 2015 – 4797; 2014 – 5445) including a special event held for 10 days in October; and

Whereas the original mandate of the St. Marys Marine Heritage Centre was to operate as a museum and tourist attraction as outlined numerous times in the 1981 agreement with the City; and

Whereas informal discussion with local tourism industry and business leaders indicates there is agreement that while the Norgoma vessel needs refreshing, there is indeed potential to expand its role as an important marine heritage tourist attraction especially with the burgeoning cruise ship visits and said leaders are willing to participate as an advisory focus group in the development of a new strategic plan and

Whereas four summer students including special needs are employed by the St. Marys River Marine Heritage Centre,

Now Therefore Be It Resolved that City Council not take any action towards removal of the Museum Ship Norgoma; and

Further be it resolved in consideration of CV-1, CV-2 and CV-3 above that City Council direct the appropriate staff to work with the Norgoma Board and NORDIK Institute to develop an achievable plan to enhance and sustain the Norgoma as a marine heritage culture attraction and report back to City Council on said plan.

Recorded	**For**	**Against**	**Absent**
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor P. Christian		X	
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen		X	
Councillor L. Turco	X		
Councillor M. Shoemaker		X	
Councillor R. Niro		X	

Councillor M. Bruni		X	
Councillor F. Fata			X
Councillor J. Krmpotich			X
Councillor O. Grandinetti		X	
Results	**3**	**8**	**2**

Defeated

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.6.1 Closing and Conveyance of Portion of Peer Street

7.7 Planning

7.7.1 A-7-18-Z.OP – 248 Wallace Terrace and 292 Farwell Terrace

Councillor M. Shoemaker declared a conflict on this item. (One of the affected persons is a client of law firm.)

Mayor C. Provenzano declared a conflict on this item. (The applicant is a former client of law firm.)

Acting Mayor S. Butland assumed the chair.

The report of the Senior Planner was received by Council.

Moved by: Councillor R. Niro
Seconded by: Councillor J. Hupponen

Resolved that the Report of the Senior Planner dated 2018 04 28 concerning the Rezoning Application A-7-18-Z.OP be received and that Council deny the applicant's request to amend the Official Plan Amendment by way of a notwithstanding clause to the Residential policies and to rezone the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit the parking of vehicles upon the subject property in association with the auto body shop at 252 Wallace Terrace

Carried

7.8 Boards and Committees

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

8.1 OLG Jobs

Councillor P. Christian declared a conflict on this item. (Spouse employed by OLG.)

Councillor R. Niro declared a conflict on this item. (Son employed by OLG.)

Councillor M. Bruni declared a conflict on this item. (Employed by OLG.)

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

Resolved that Mayor Provenzano be directed to send a letter to all three major provincial party leaders and to all three major provincial party candidates in the June 2018 provincial election seeking their position on moving every OLG job to Sault Ste. Marie if elected.

Recorded	**For**	**Against**	**Absent**
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor P. Christian (conflict)			
Councillor S. Myers		X	
Councillor S. Hollingsworth	X		
Councillor J. Hupponen		X	
Councillor L. Turco		X	
Councillor M. Shoemaker	X		
Councillor R. Niro (conflict)			
Councillor M. Bruni (conflict)			
Councillor F. Fata			X
Councillor J. Krmpotich			X
Councillor O. Grandinetti	X		
Results	**3**	**5**	**2**

Defeated

8.2 Sault Ste. Marie Branded Products

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

Whereas Saultites are proud of their community, and the Council of the City of Sault Ste. Marie recognizes that pride and seeks to promote even greater community pride; and

Whereas Sault Ste. Marie-branded items are popular with both locals and former Saultites; and

Whereas making Sault Ste. Marie branded products more widely available would help promote community pride

Now Therefore Be It Resolved that staff investigate and report back on the feasibility of making Sault Ste. Marie-branded products available for sale to the public both online and by partnering with local retailers.

Carried

8.3 Immigration Pilot Project

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

Whereas provincial population projections released by the Ontario Ministry of Finance indicate Ontario's population is expected to grow between 2016 and 2041, but Northern Ontario is projected to see an overall decrease from 797,000 in 2016 to 782,000; and

Whereas the report identifies migration as the most important factor contributing to population growth for Ontario as a whole; and

Whereas census results (25% sample data) indicate Greater Sudbury, North Bay, Sault Ste. Marie, Thunder Bay and Timmins received 2,285 immigrants between the period of 2011 to 2016, while Ontario received 472,170 immigrants during the same period; and

Whereas the Atlantic Immigration Pilot sees the Federal Government and four Atlantic provinces (New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island) partner to help employers in the region hire job candidates who aren't Canadian citizens or permanent residents by expediting the immigration process; and

Whereas census results (25% sample data) indicate the four Atlantic provinces received 12,075 more immigrants between 2011 and 2016 in comparison to the 2006 to 2010 period, while Greater Sudbury, North Bay, Sault Ste. Marie, Thunder Bay and Timmins experienced a net increase of 205 immigrants during the same period; and

Whereas the Northern Ontario Large Urban Mayors are calling for remedial action from Federal and Provincial Governments to address the unbalanced immigration situation in Ontario;

Now Therefore Be It Resolved that the City of Sault Ste. Marie's City Council call on the Federal and Provincial Governments to partner to implement a similar program to the Atlantic Immigration Pilot in Northern Ontario as a means to expedite immigration to the North and address demographic challenges.

Carried

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 R. Niro
Seconded by: Councillor J. Hupponen

Resolved that all By-laws under item 11 of the Agenda and Addendum under date 2018 04 23 be approved, save and except 2018-84 and 2018-90.

Carried

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

11.1.9 By-law 2018-84 (Tax) 2018 Property Tax Capping Option Tools

Moved by: Councillor R. Niro
Seconded by: Councillor J. Hupponen

Resolved that By-law 2018-84 being a by-law to adopt option tools for the purposes of administering limits for the Commercial, Industrial and Multi-Residential Property Classes be passed in open Council this 23rd day of April, 2018.

Officially Read and Not Dealt With

11.1.15 By-law 2018-90 (Property) Declare Surplus 236 Prentice Avenue

Councillor O. Grandinetti declared a conflict on this item. (Owner of abutting property.)

Moved by: Councillor R. Niro
Seconded by: Councillor J. Hupponen

Resolved that By-law 2018-90 being a by-law to declare the City owned property legally described as PIN 31594-0081 (LT) PT LT 8, 32 RCP H625 KORAH PT 1, 2 1R2704, PT 4 1R3082; SAULT STE. MARIE, being civic 236 Prentice Avenue, as surplus to the City’s needs and to authorize the disposition of the said property be passed in open Council this 23rd day of April, 2018.

Carried

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

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

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

13. Closed Session

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

Resolved that this Council proceed into closed session to discuss three potential sales of property, one labour relations / employee negotiations item and one item concerning a potential acquisition of property;

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 (2) (c) a proposed or pending acquisition or disposition of land by the municipality and (d) labour relations / employee negotiations

Carried

14. Adjournment

Moved by: Councillor L. Turco
Seconded by: Councillor M. Shoemaker

Resolved that this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

PETITION FOR SPEED LIMIT REDUCTION ON GREAT NORTHERN ROAD

We are looking to have the speed limit reduced from 80kmph to 60kmph on Great Northern Road from Ficmar Builders to North of 5th Line. This is a high traffic area with a great deal of accidents, many of which could be avoided by lowering the speed limit.

Name	Address	Telephone Number
Brian Wallenius	*5th Line East*	*705-971-0680*

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE
	1202 Gteat Northern Road Sault Ste. Marie, ON P6A 5K7	
	2125 Queen Mary Rd Sault Ste. Marie, ON P6C 1K6	
	1281 Gnr. 1332 Great Northern Rd. Sault Ste. Marie, ON P6A 5K7	

PETITION FOR SPEED LIMIT REDUCTION ON GREAT NORTHERN ROAD

We are looking to have the speed limit reduced from 80kmph to 60kmph on Great Northern Road from Ficmar Builders to North of 5th Line. This is a high traffic area with a great deal of accidents, many of which could be avoided by lowering the speed limit.

Brian Wallenius	*5th Line East*	*705-971-0680*
Name	***Address***	***Telephone Number***

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE
[illegible]	1092 GREAT NORTHERN ROAD	[illegible]
[illegible]	UNIT # 1 " Ficmar	[illegible]
[illegible]	" Ficmar	[illegible]
Megan Scott	UNIT # 2 " Trimount	[illegible]
[illegible]	" Trimount	[illegible]
[illegible]	Trimount	[illegible]

PETITION FOR SPEED LIMIT REDUCTION ON GREAT NORTHERN ROAD

We are looking to have the speed limit reduced from 80kmph to 60kmph on Great Northern Road from Ficmar Builders to North of 5th Line. This is a high traffic area with a great deal of accidents, many of which could be avoided by lowering the speed limit.

Name	*Address*	*Telephone Number*
Brian Wallenius	*5th Line East*	*705-971-0680*

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE
	40 Wigle St. SSMarie	
	39 Wigle St. SSM	
	23 Wigle St. SSM.	
	39 Wigle St. SSM	
	13-13 Gertrude Rd.	
	1360 Gt NORTHERN	
	136 Gt Northern	
	1370 Gt North	
	" " "	
	13 84 Gt Nthern	
	142 Gt Northern	
	1345 Great Northern	

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE
Anne Tucci	1391 Gt. NORTHERN	[illegible]
Brenda Wiwich	1385 Gt. Northern	[illegible]
Alex MacDonell	1433 GT NORTHERN	[illegible]

PETITION FOR SPEED LIMIT REDUCTION ON GREAT NORTHERN ROAD

We are looking to have the speed limit reduced from 80kmph to 60kmph on Great Northern Road from Ficmar Builders to North of 5th Line. This is a high traffic area with a great deal of accidents, many of which could be avoided by lowering the speed limit.

Name	Address	Telephone Number
Brian Wallenius	*5th Line East*	*705-971-0680*

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE
	10220 Fifth Line Rd	
	10124 Fifth Line E.	
	10124 Fifth Line E.	
	10124 Fifth Line E.	
	9013 5th Line E	
	8914 5th Line E	
	8914 5th Line E	
	8710 5th Line	
	8314 5th Line	
	8605 Fifth Line E	
	820 5th Line	
	7410 Fifth Line E	
	7413 Fifth Line E	
	7313 Fifth Line E	

SIGNATURE OF PETITIONER	CIVIC ADDRESS (or legal description) OF LAND OWNED BY PETITIONER	WITNESS OF SIGNATURE
Roy Perkovic	787 Fifth Line East	
Glynn Mound	781 5th Line	
Carol Mound	791 5th Line	
Art Kuisma	813 Fifth Line E.	
Ursula Kuisma	813 5th Line E	
G. Westman	821 5th Line E	
R.W. Westman	821 5th Line E	
P MacLeod	11 DiTommaso Crt	
Diane Reynolds	25 DiTommaso Crt	
Jacky DiTommaso	55 DiTommaso Crt.	
Sara DiTommaso	982 5th Line	
Cindy Gelfand	65 Ditommaso	
[illegible]	58 Ditommaso	
P Caccamo	58 DiTommaso Crt	
R [illegible]	32 DiTommaso	
[illegible]	797 FIFTH LINE	
A Calzaz	797 FIFTH LINE	
Mark Mudge	775 FIFTH LINE	
Elisa Muto	775 Fifth Line	
Emmy Thuss	711 Fifth Line	
Alison Brooks	651 5th Line	M S
Mike Jacob	651 5th Line	
PAT ROSEBROOK	236 OLD HWY 17W	
Montgomery	4 Powley Rd	

255-0251

Sault Ste. Marie Police Service

Motor Vehicle Collisions on Great Northern Rd – On Highway

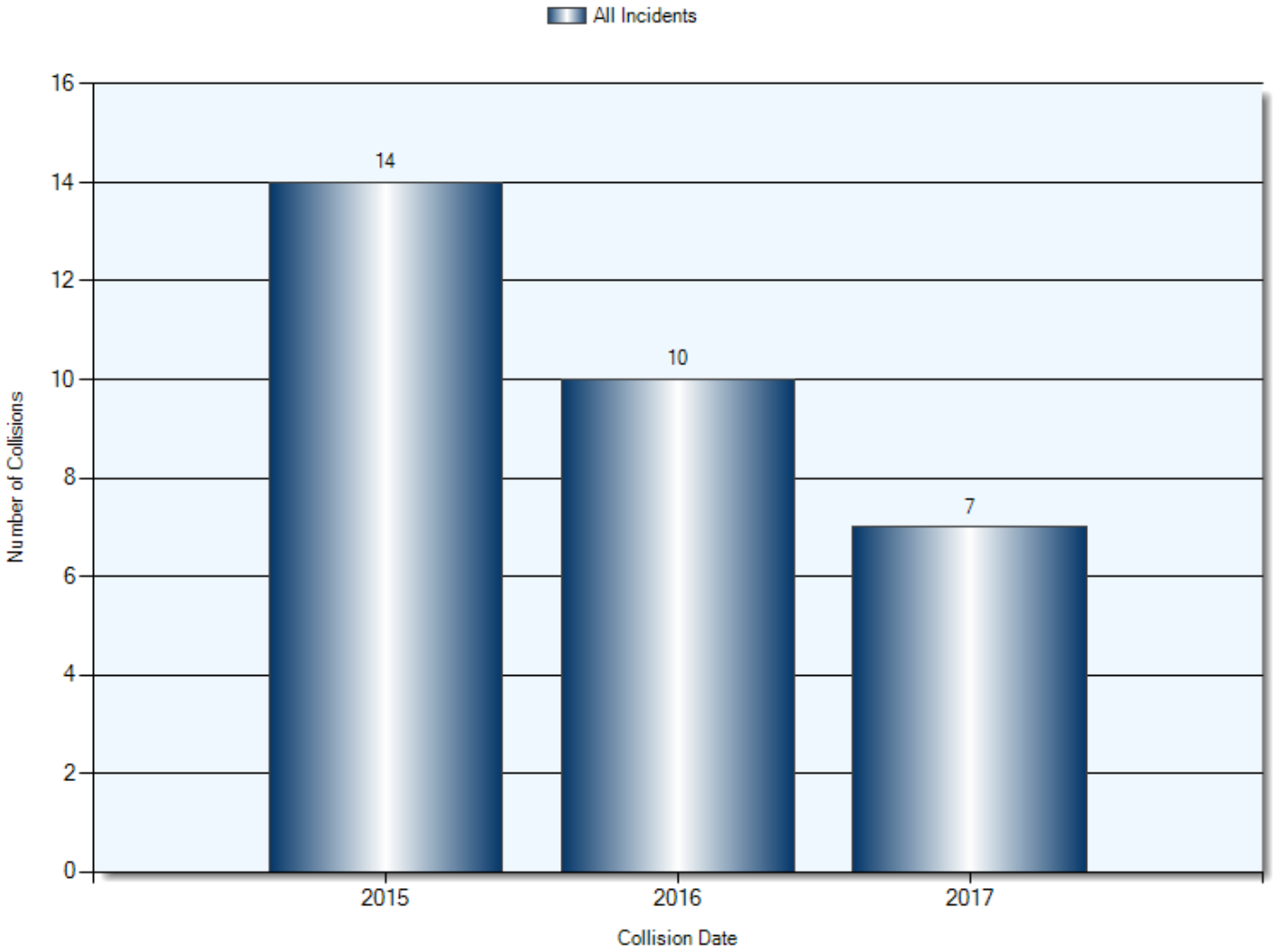
January 1, 2015 – December 31, 2017

© Accident Support Services International Ltd 2018

From North of Second Line to Third Line

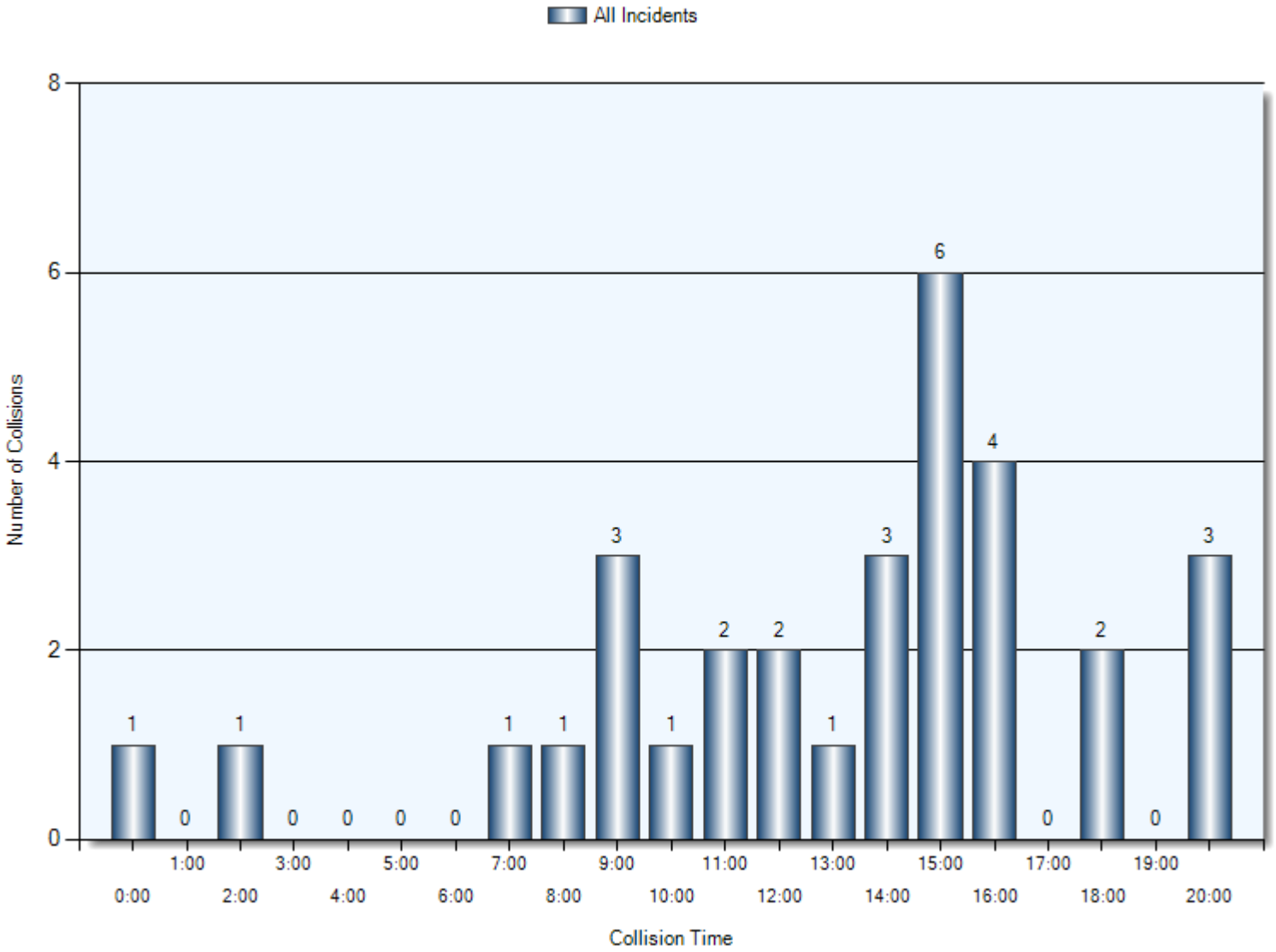
31 incidents, involving 66 vehicles

Collision Dates



Collision Date			
	2015	2016	2017
Total	14	10	7

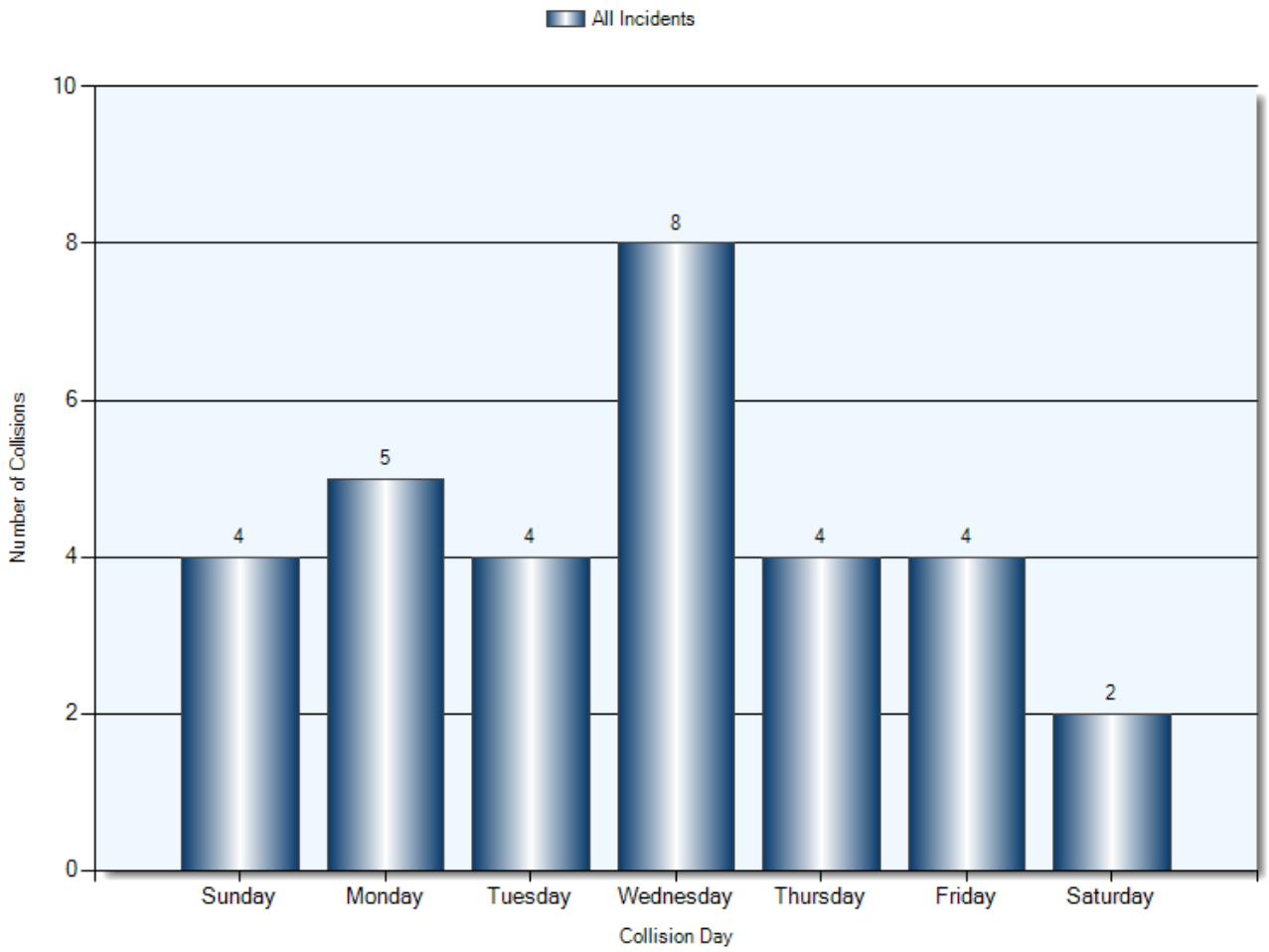
Collision Times



Collision Time

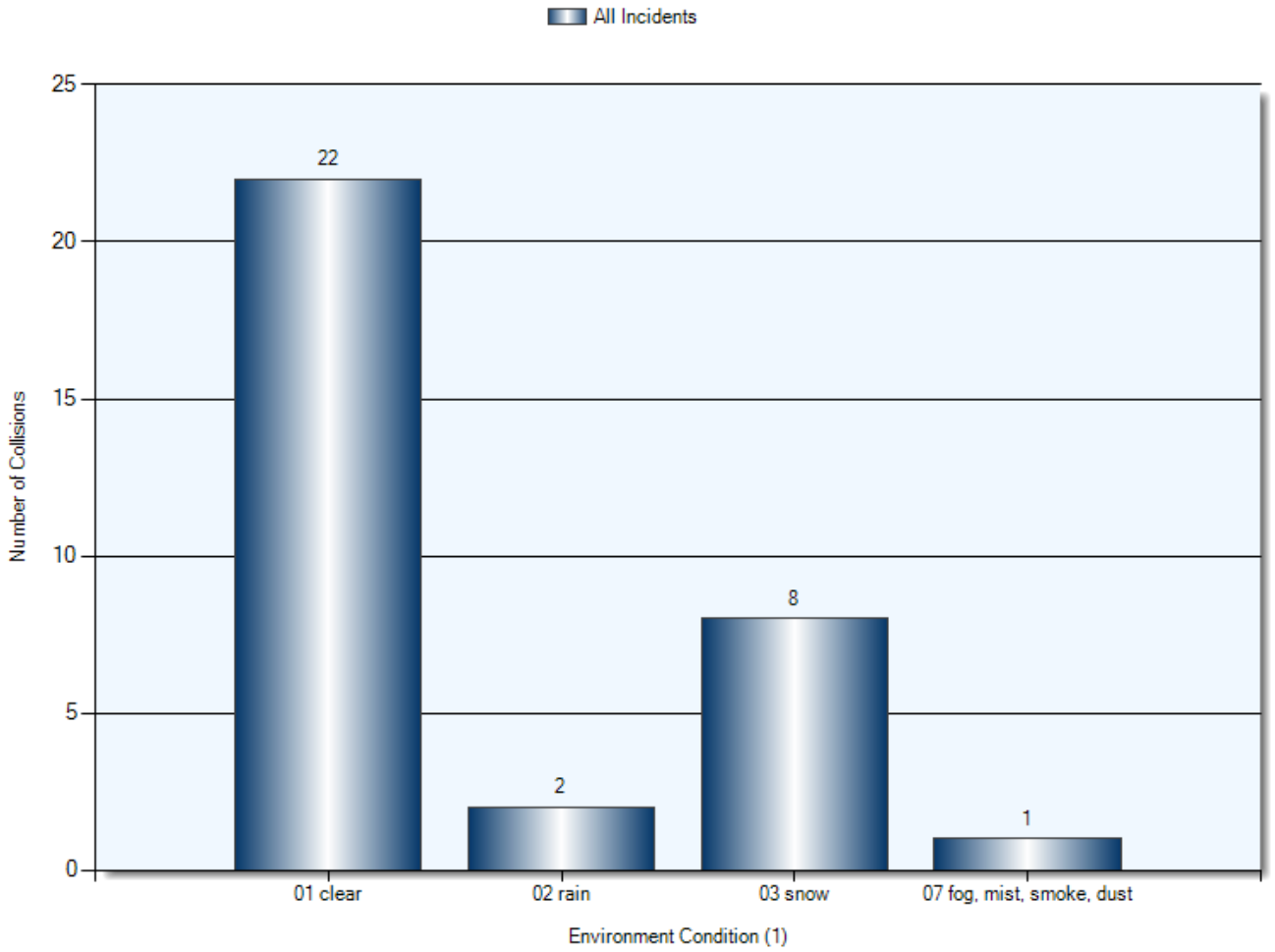
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
Total	1	0	1	0	0	0	0	1	1	3	1	2	2	1	3	6	4	0	2	0	3	0	0	0

Collision Days



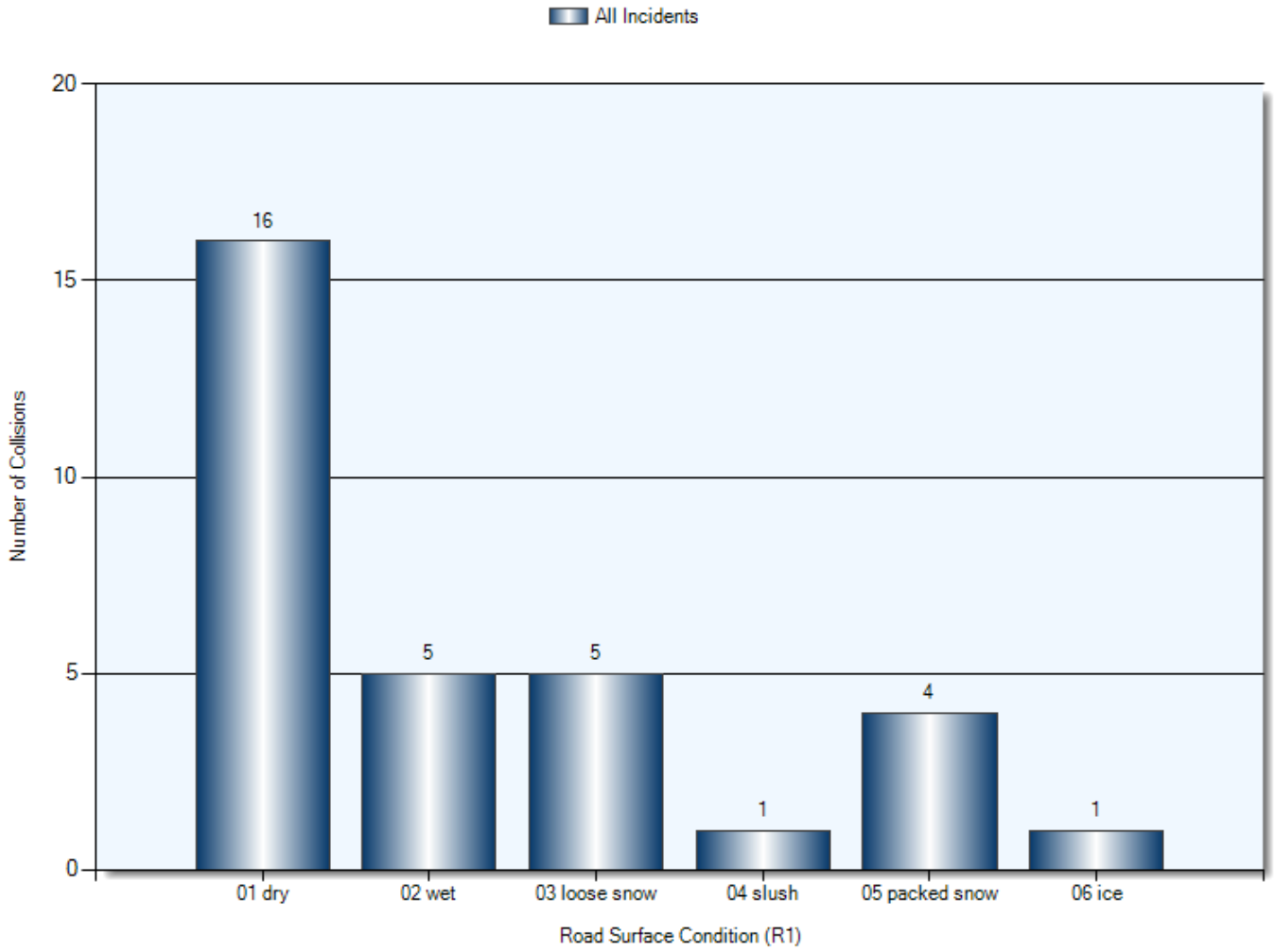
Collision Day							
	SUN	MON	TUES	WED	THURS	FRI	SAT
Total	4	5	4	8	4	4	2

Environmental Conditions



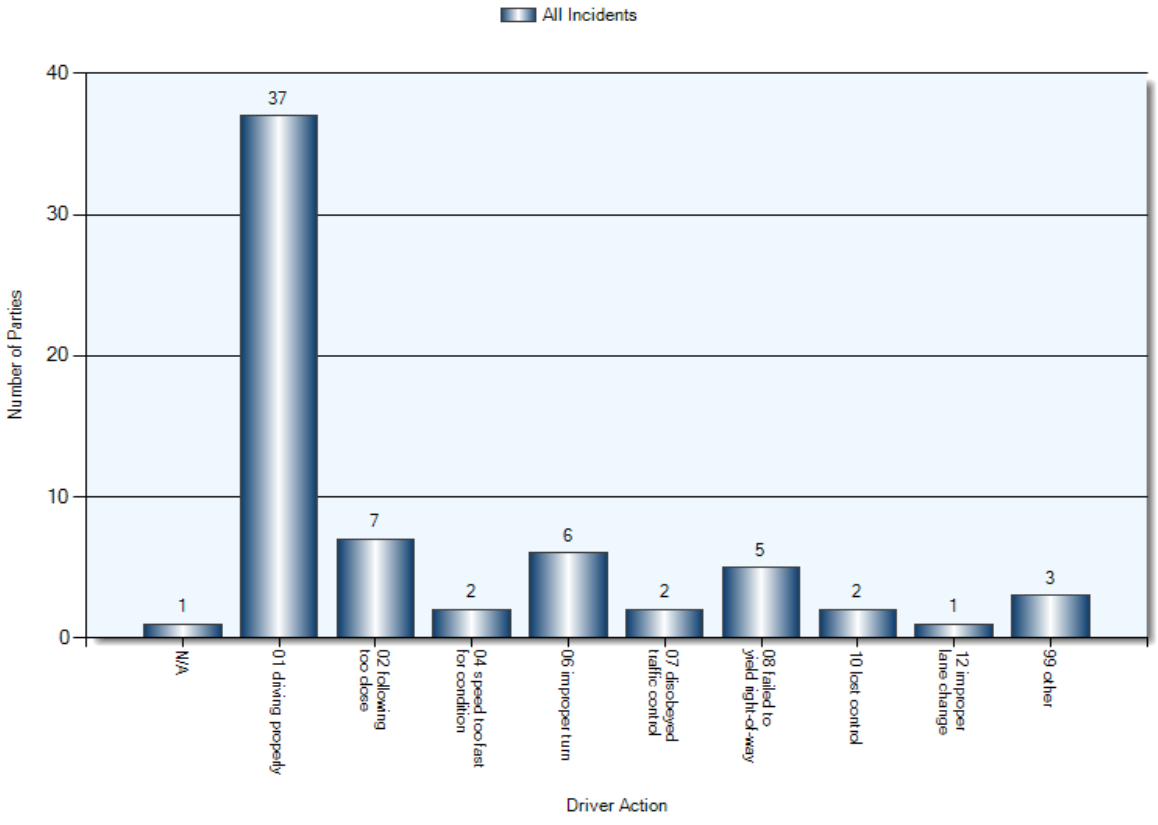
Environmental Conditions								
	01 CLEAR	02 RAIN	03 SNOW	04 FREEZING RAIN	05 DRIFTING SNOW	06 STRONG WIND	07 FOG, MIST, SMOKE, DUST	99 OTHER
Total	22	2	8	0	0	0	1	0

Road Surface Conditions



Road Surface Conditions										
	01 DRY	02 WET	03 LOOSE SNOW	04 SLUSH	05 PACKED SNOW	06 ICE	07 MUD	08 LOOSE SAND, GRAVEL	09 SPILLED LIQUID	99 OTHER
Total	16	5	5	1	4	1	0	0	0	0

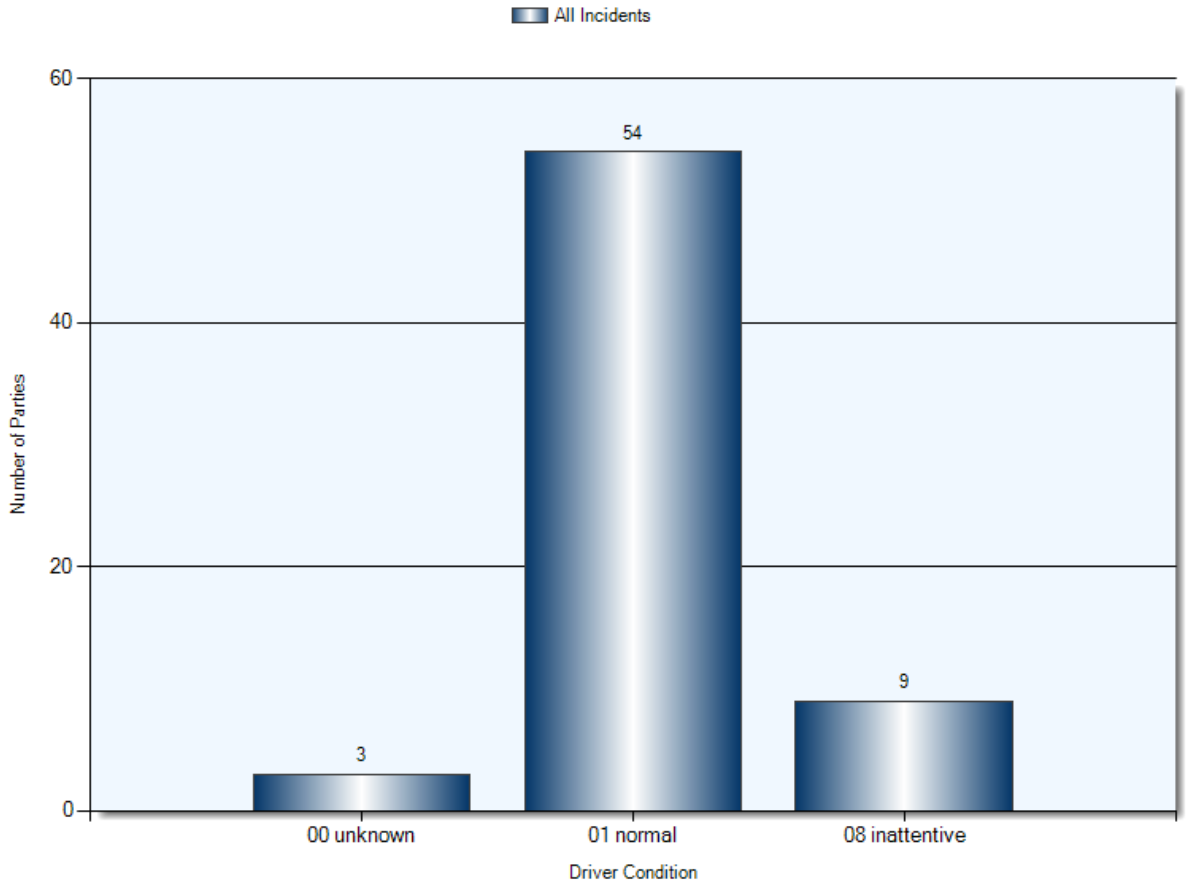
Driver Actions



Apparent Driver Action

	UNSPECIFIED	01 DRIVING PROPERLY	02 FOLLOWING TOO CLOSE	03 EXCEEDING SPEED LIMIT	04 SPEED TOO FAST FOR CONDITION	05 SPEED TOO SLOW	06 IMPROPER TURN	07 DISOBEYED TRAFFIC CONTROL	08 FAILED TO YIELD RIGHT-OF-WAY	09 IMPROPER PASSING	10 LOST CONTROL	11 WRONG WAY ON ONE-WAY ROAD	12 IMPROPER LANE CHANGE	99 OTHER
Total	1	37	7	0	2	0	6	2	5	0	2	0	1	3

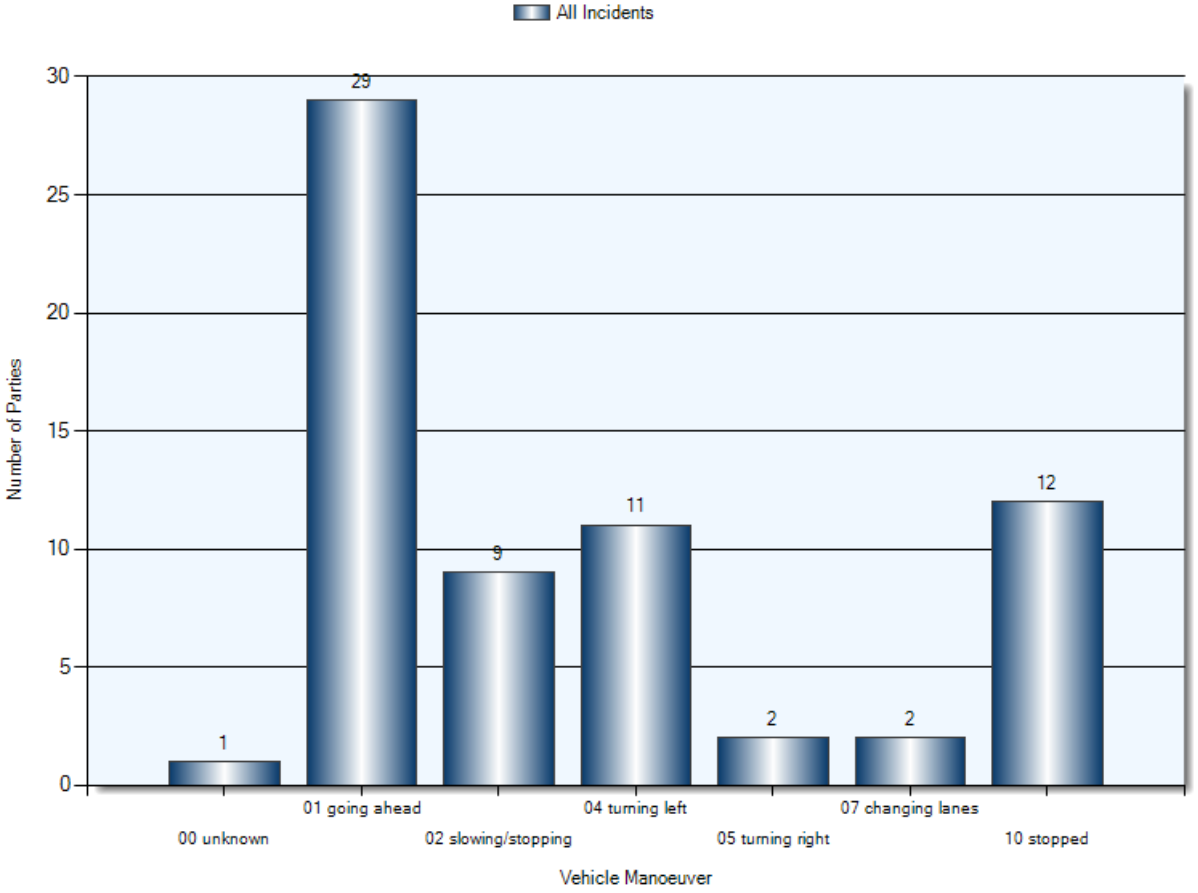
Driver Conditions



Driver Condition

	00 UNKNOWN	01 NORMAL	02 HAD BEEN DRINKING	03 ABILITY IMPAIRED, ALCOHOL (OVER .08)	04 ABILITY IMPAIRED, ALCOHOL	05 ABILITY IMPAIRED, DRUGS	06 FATIGUE	07 MEDICAL OR PHYSICAL DISABILITY	08 INATTENTIVE	99 OTHER
Total	3	54	0	0	0	0	0	0	9	0

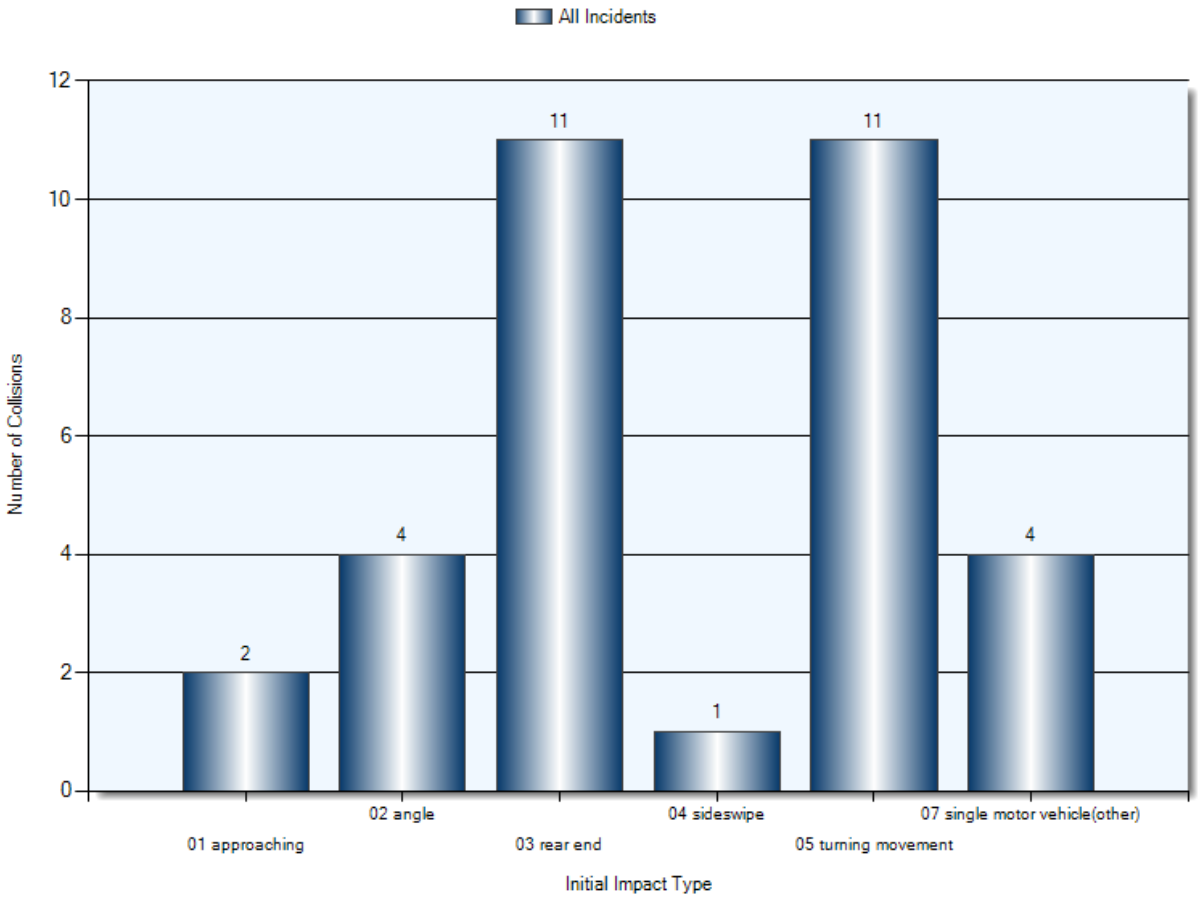
Vehicle Actions



Vehicle Maneuvers

	00 UNKNOWN	01 GOING AHEAD	02 STOPPING/SLOWING	03 OVERTAKING	04 TURNING LEFT	05 TURNING RIGHT	06 MAKING A U-TURN	07 CHANGING LANES	08 MERGING	09 REVERSING	10 STOPPED	11 PARKED	12 DISABLED	13 PULLING AWAY FROM SHOULDER/CURB	14 PULLING ONTO SHOULDER/CURB	99 OTHER
Total	1	29	9	0	11	2	0	2	0	0	12	0	0	0	0	0

Initial Impact Type



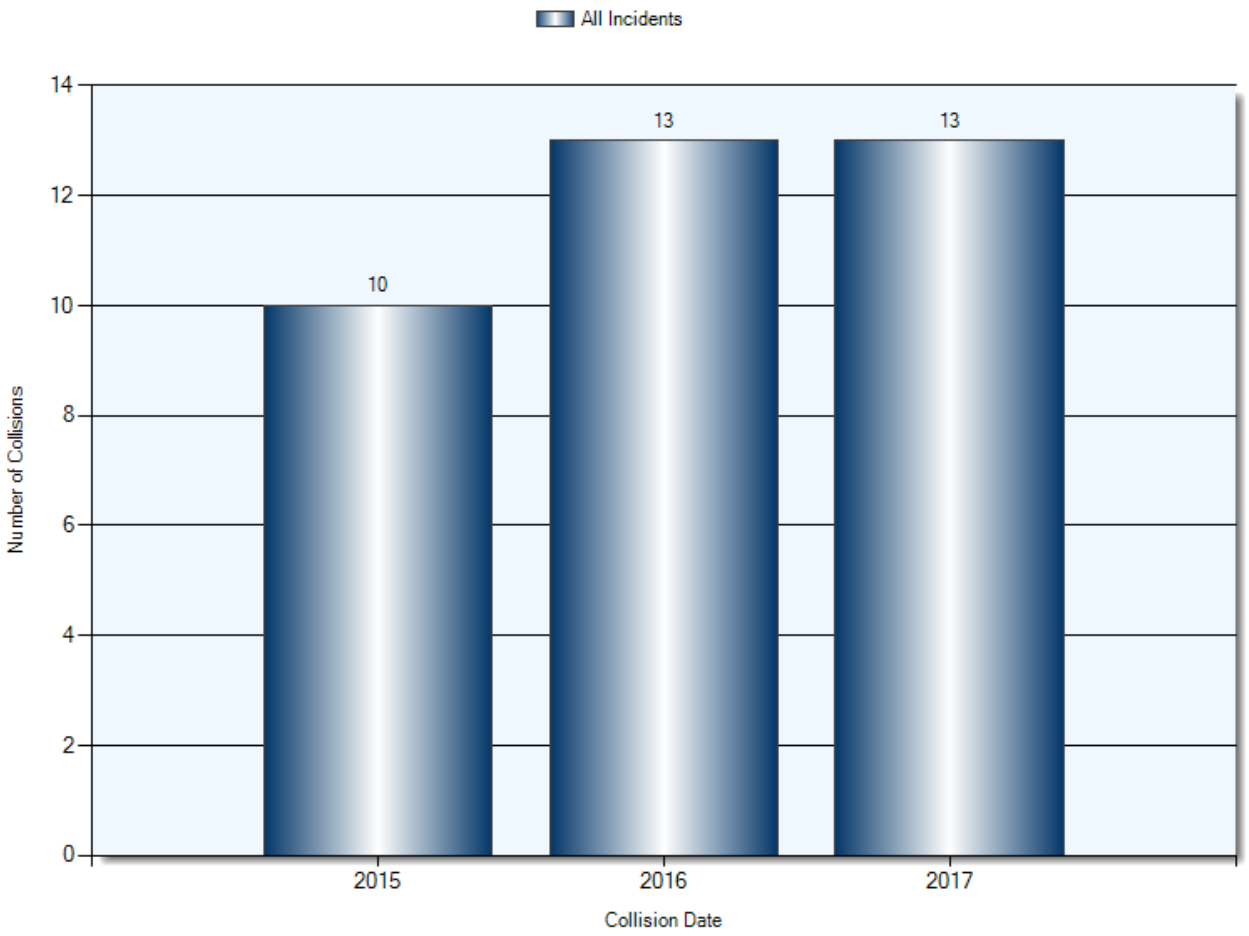
Initial Impact Type

	01 APPROACHING	02 ANGLE	03 REAR END	04 SIDESWIPE	05 TURNING MOVEMENT	06 SINGLE MOTOR VEHICLE, UNATTENDED VEHICLE	07 SINGLE MOTOR VEHICLE (OTHER)	99 OTHER
Total	2	4	11	1	11	0	4	0

From North of Third Line to Sixth Line

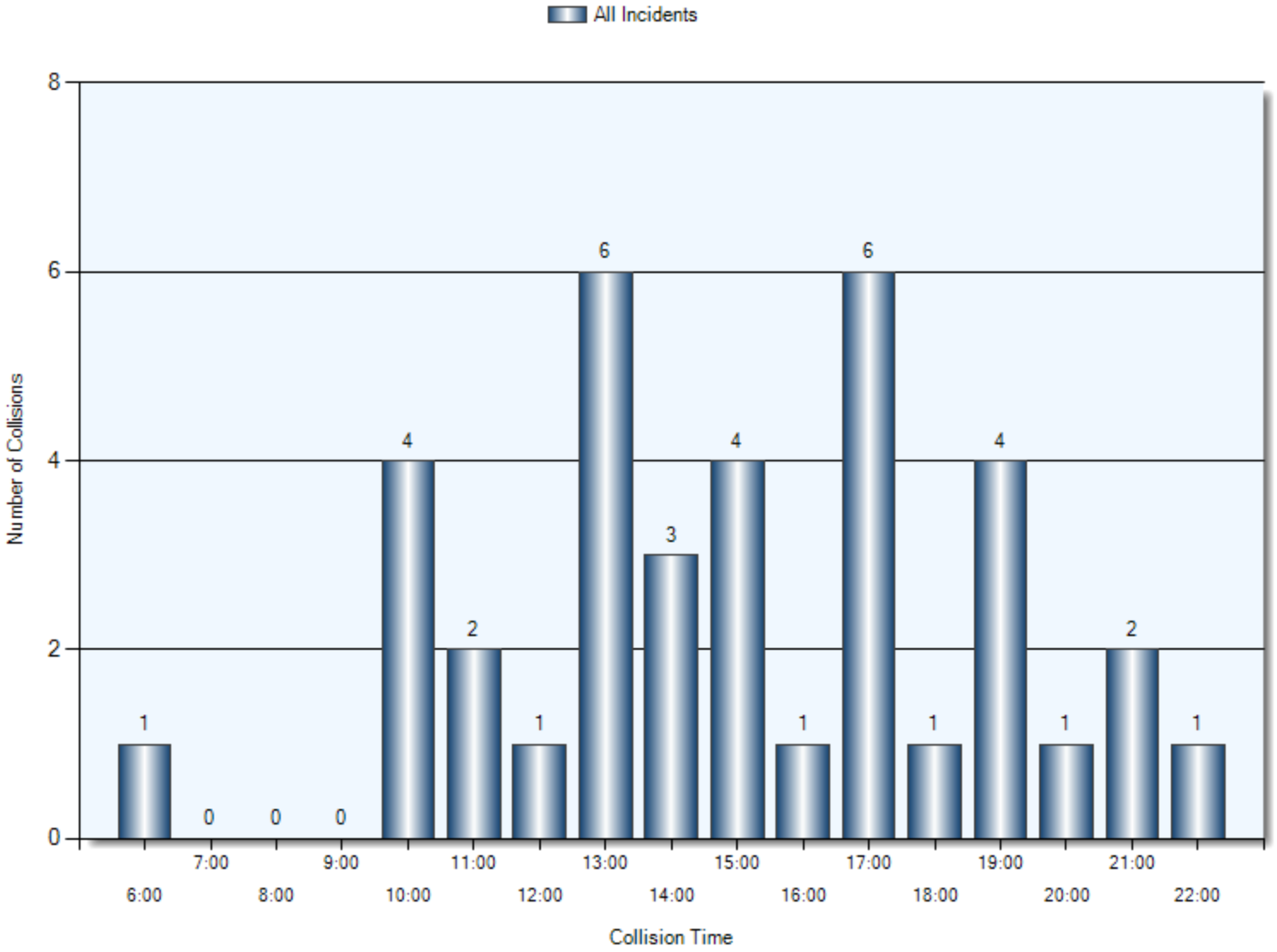
36 incidents, involving 57 vehicles

Collision Dates



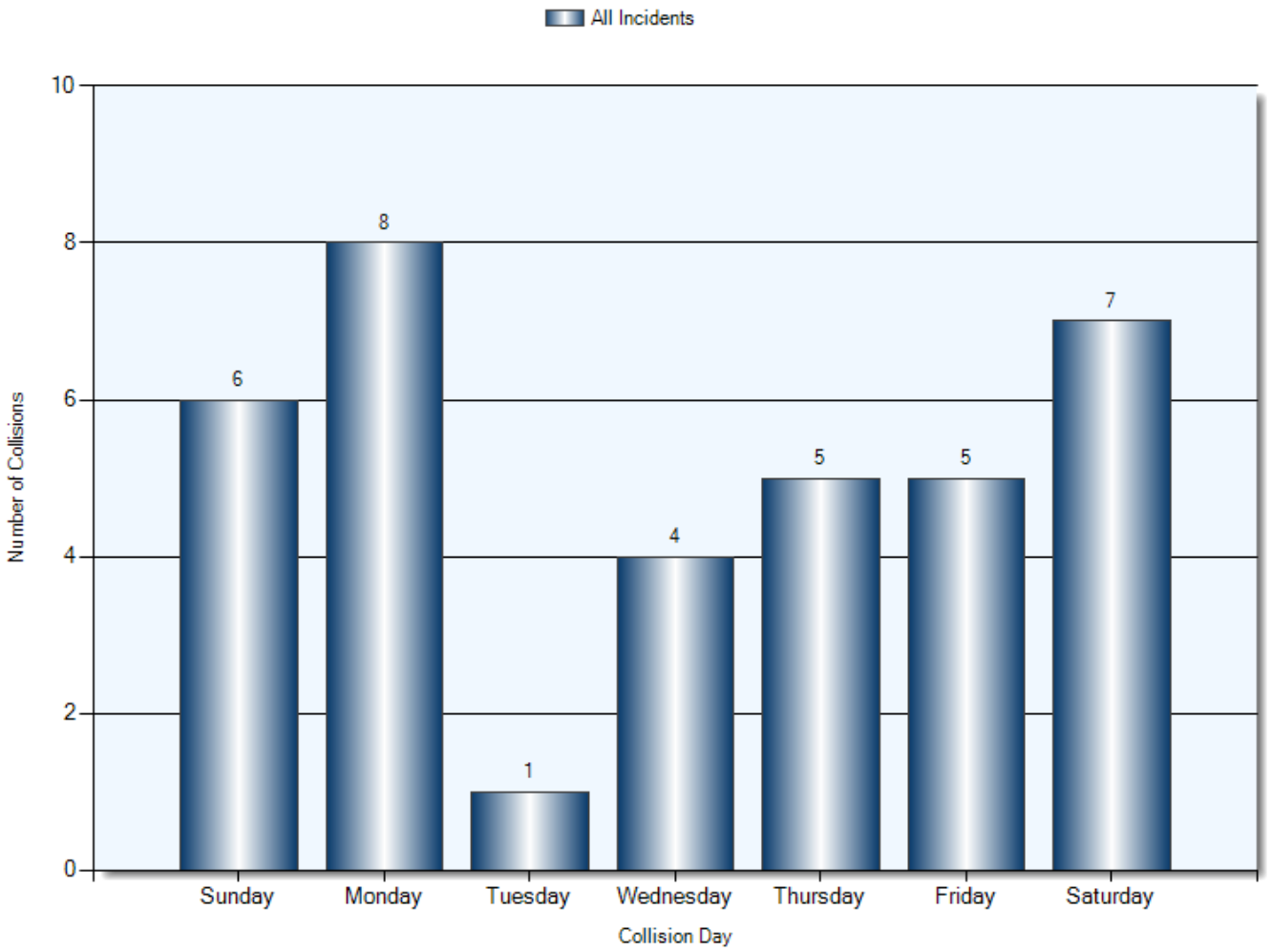
Collision Date			
	2015	2016	2017
Total	10	13	13

Collision Times



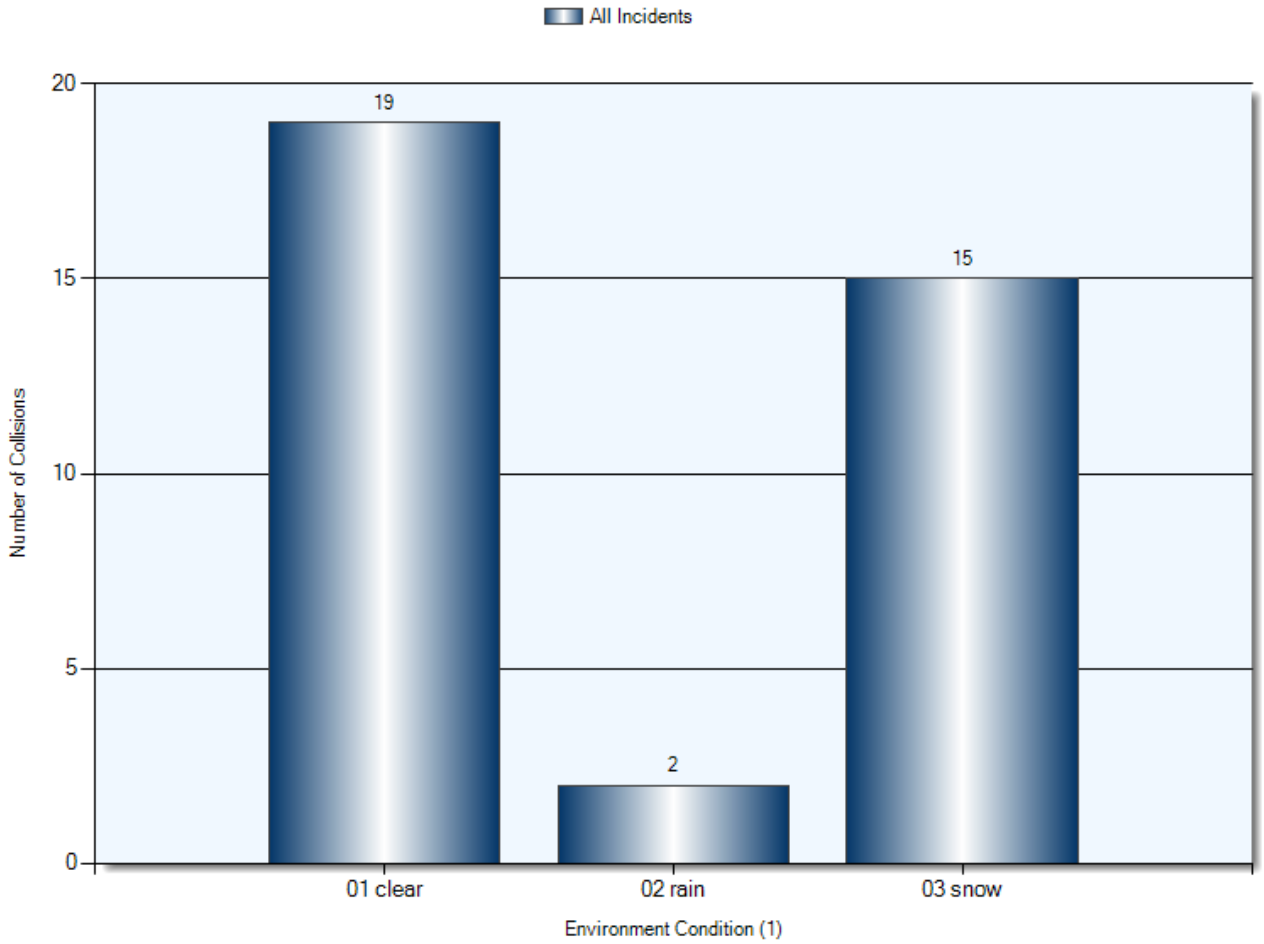
Collision Time																								
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
Total	0	0	0	0	0	0	1	0	0	0	4	2	1	6	3	4	1	6	1	4	1	2	1	0

Collision Days



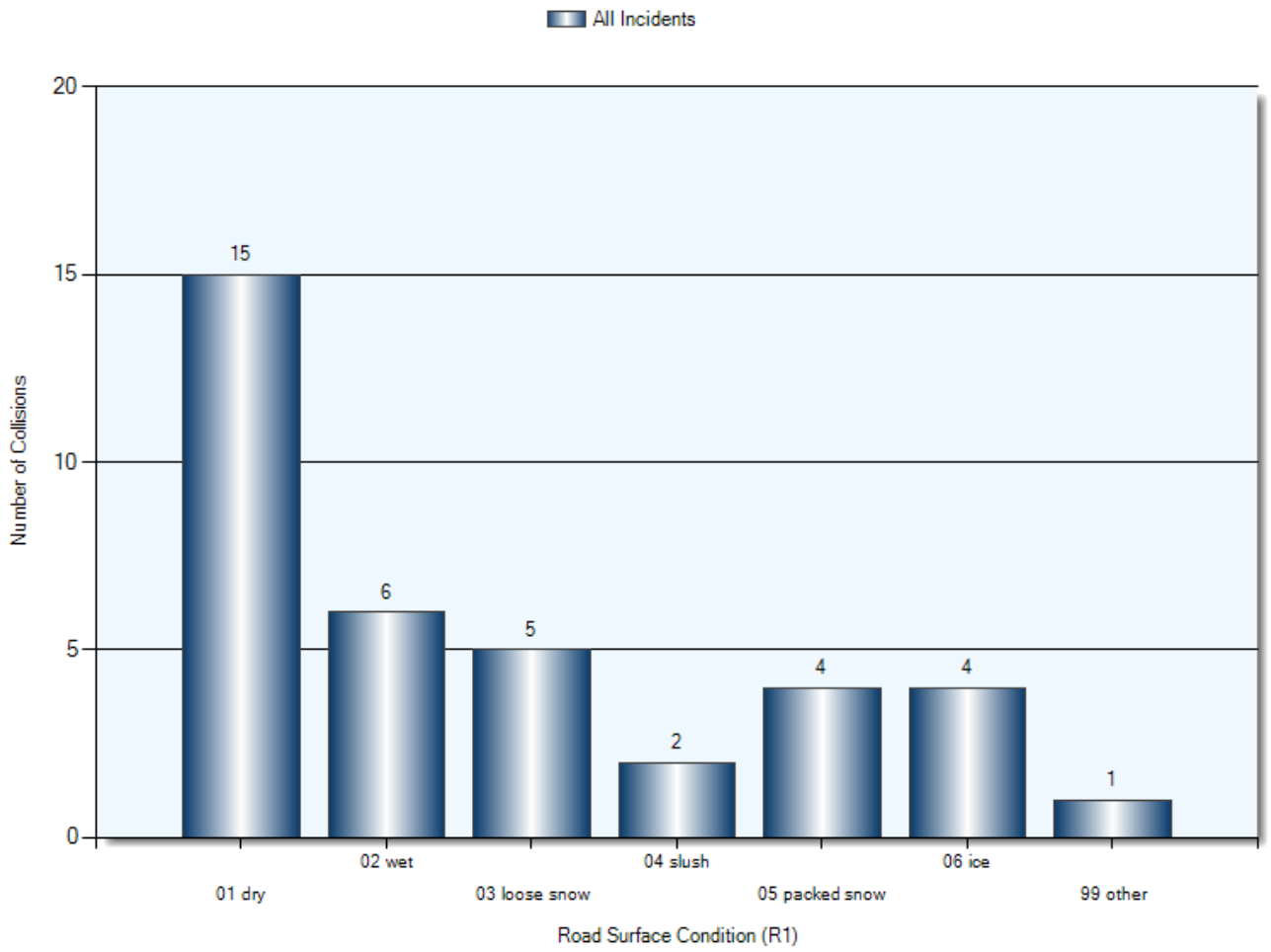
Collision Day							
	SUN	MON	TUES	WED	THURS	FRI	SAT
Total	6	8	1	4	5	5	7

Environmental Conditions



Environmental Conditions								
	01 CLEAR	02 RAIN	03 SNOW	04 FREEZING RAIN	05 DRIFTING SNOW	06 STRONG WIND	07 FOG, MIST, SMOKE, DUST	99 OTHER
Total	19	2	15	0	0	0	0	0

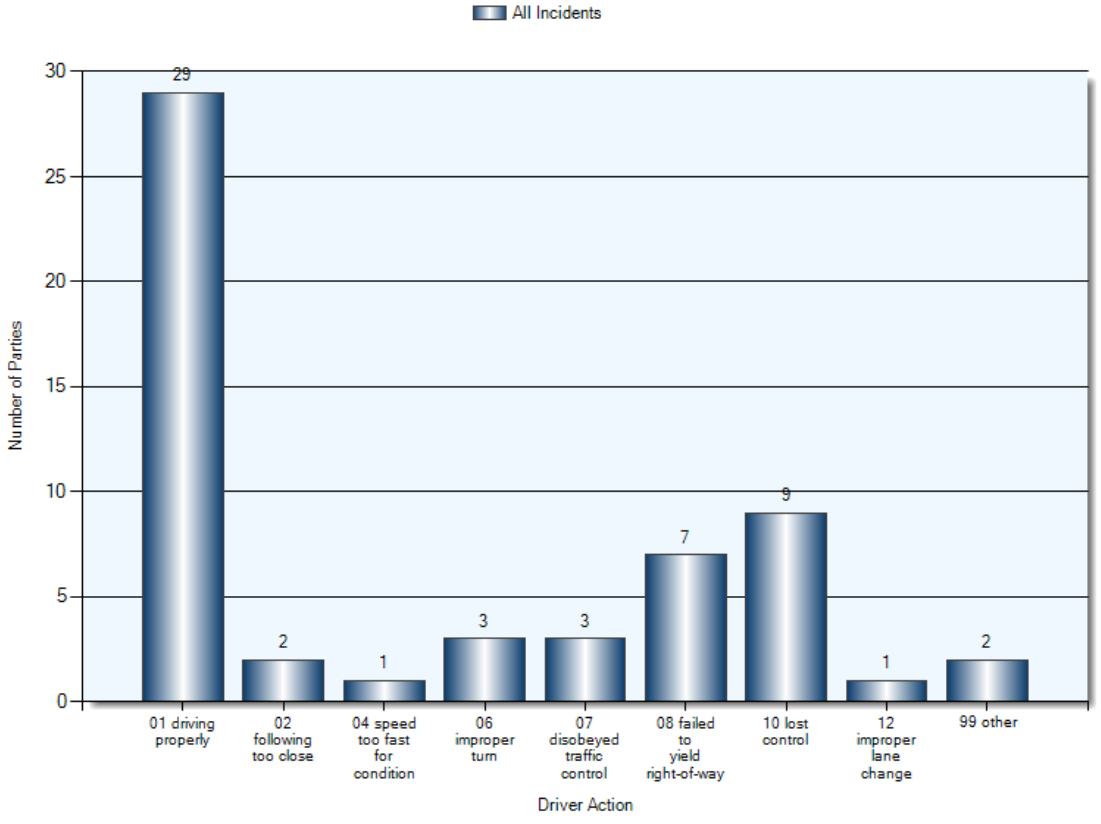
Road Surface Conditions



Road Surface Conditions

	01 DRY	02 WET	03 LOOSE SNOW	04 SLUSH	05 PACKED SNOW	06 ICE	07 MUD	08 LOOSE SAND, GRAVEL	09 SPILLED LIQUID	99 OTHER
Total	15	6	5	2	4	4	0	0	0	1

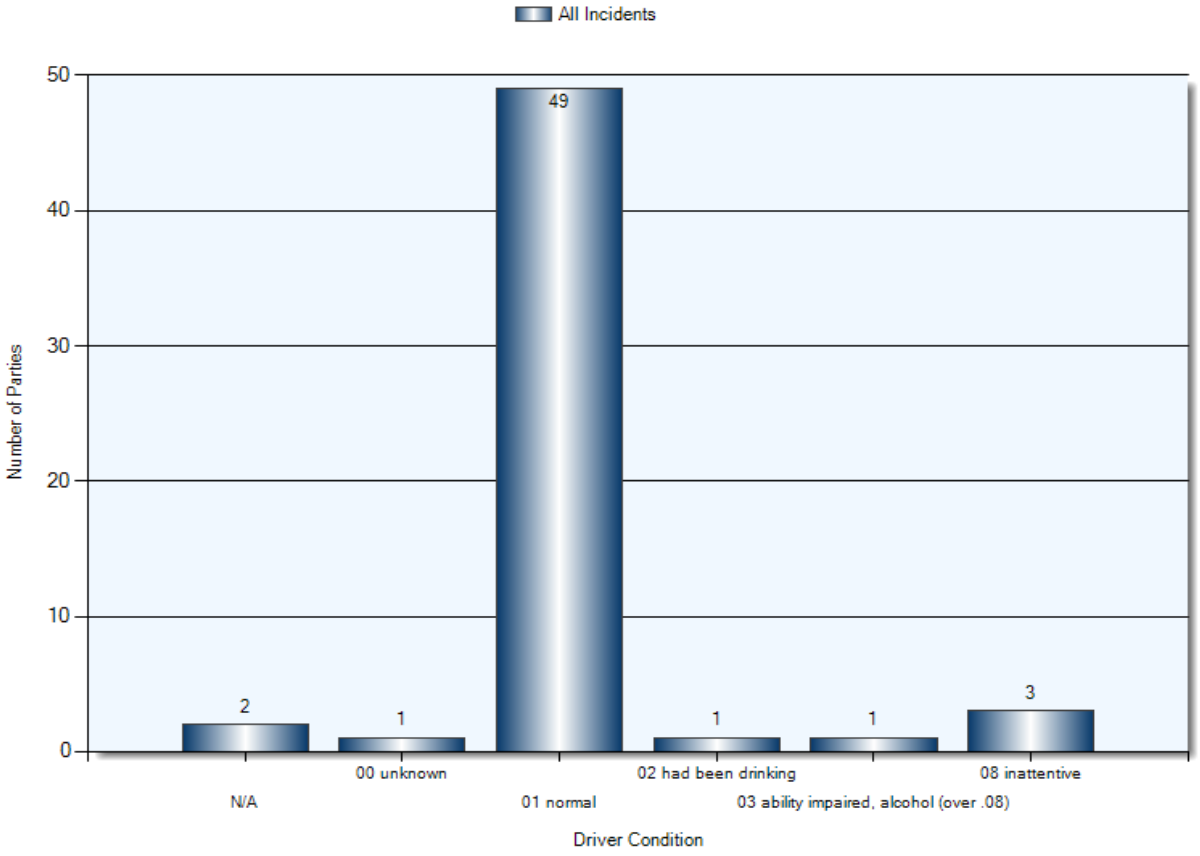
Driver Actions



Apparent Driver Action

	UNSPECIFIED	01 DRIVING PROPERLY	02 FOLLOWING TOO CLOSE	03 EXCEEDING SPEED LIMIT	04 SPEED TOO FAST FOR CONDITION	05 SPEED TOO SLOW	06 IMPROPER TURN	07 DISOBEYED TRAFFIC CONTROL	08 FAILED TO YIELD RIGHT-OF-WAY	09 IMPROPER PASSING	10 LOST CONTROL	11 WRONG WAY ON ONE-WAY ROAD	12 IMPROPER LANE CHANGE	99 OTHER
Total	0	29	2	0	1	0	3	3	7	9	0	0	1	2

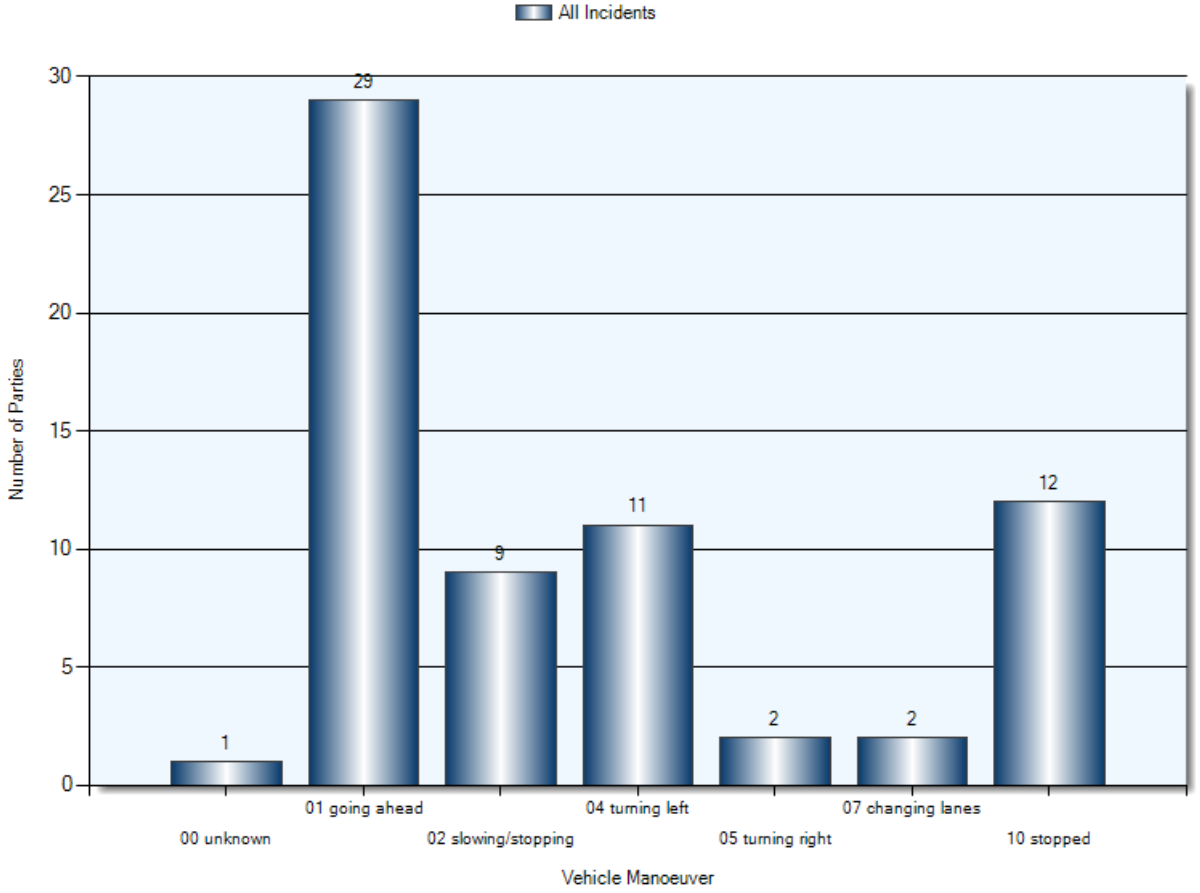
Driver Conditions



Driver Condition

	UNSPECIFIED	00 UNKNOWN	01 NORMAL	02 HAD BEEN DRINKING	03 ABILITY IMPAIRED, ALCOHOL (OVER .08)	04 ABILITY IMPAIRED, ALCOHOL	05 ABILITY IMPAIRED, DRUGS	06 FATIGUE	07 MEDICAL OR PHYSICAL DISABILITY	08 INATTENTIVE	99 OTHER
Total	2	1	49	1	1	0	0	0	0	3	0

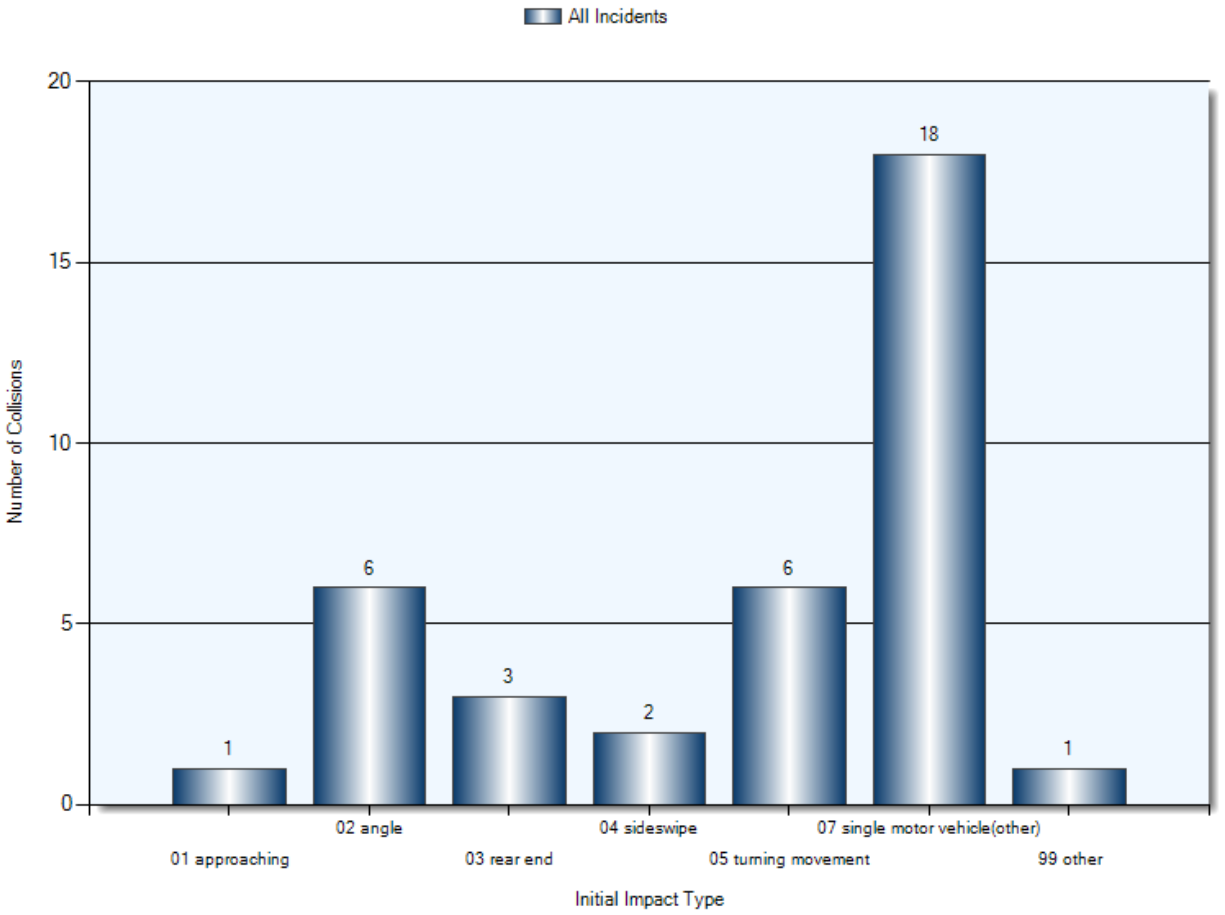
Vehicle Actions



Vehicle Maneuvers

	00 UNKNOWN	01 GOING AHEAD	02 STOPPING/SLOWING	03 OVERTAKING	04 TURNING LEFT	05 TURNING RIGHT	06 MAKING A U-TURN	07 CHANGING LANES	08 MERGING	09 REVERSING	10 STOPPED	11 PARKED	12 DISABLED	13 PULLING AWAY FROM SHOULDER/CURB	14 PULLING ONTO SHOULDER/CURB	99 OTHER
Total	1	29	9	0	11	2	0	2	0	0	12	0	0	0	0	0

Initial Impact Type



Initial Impact Type

	01 APPROACHING	02 ANGLE	03 REAR END	04 SIDESWIPE	05 TURNING MOVEMENT	06 SINGLE MOTOR VEHICLE, UNATTENDED VEHICLE	07 SINGLE MOTOR VEHICLE (OTHER)	99 OTHER
Total	1	6	3	2	6	0	18	1


Bison

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Finance Department**

RE: **RFP – Engagement of an Integrity Commissioner for the City of Sault Ste. Marie (2018CRP-CLK-01-P)**

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the engagement of an Integrity Commissioner for the City of Sault Ste. Marie. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The "*City's Code of Conduct (Council and Elected Boards)*" applying to elected officials was approved and passed through by-law (By-law 2017-242) at the December 11, 2017 meeting of City Council. The role of Integrity Commissioner is outlined within the *Code of Conduct*.

"*Integrity Commissioner*" means the person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to the application of the Code of Conduct for members of Council and local boards.

The Request for Proposal Process was used in order to solicit Proposals to perform the role.

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on March 29, 2018.

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

Ironside Consulting Services Inc., Prince Township, ON
MNP L.L.P., Toronto, ON
Sage Analytics Inc., Edmonton, ON

The proposals received have been evaluated by a committee comprised of the Deputy Chief Administrative Officer – Corporate Services/City Clerk, the Deputy City Clerk, and the Manager of Purchasing. Evaluation included review of the Proposals as submitted and interviews of Proponents.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Ironside Consulting Services Inc. of Prince Township, ON.

FINANCIAL IMPLICATIONS
An Hourly Rate of $205.00 plus HST for Integrity Commissioner Services has been proposed by Ironside Consulting Services Inc. Billings will vary subject to need; as service will be accessed only as required or desired During the 2018 Budget Process, additional funds were allocated to the Clerks Department to fund an Integrity Commissioner.

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

RECOMMENDATION
Resolved that the report of the Manager of Purchasing dated 2018 05 14 be received and the recommendation that the proposal submitted by Ironside Consulting Services Inc. to provide Integrity Commissioner Services for the City of Sault Ste. Marie, be approved. A by-law authorizing signature of the agreement for the provision of Integrity Commissioner Services will appear on a future Council agenda.

Respectfully submitted,



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

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Finance Department**

RE: **Tender for Asphalt (2018PWE-PWT-28-T)**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Asphalt required during the 2018 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 26, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

A maximum limit of $925,000.00 has been established for the purchase of Asphalt under this tender. Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 05 14 be received and the recommendation that the tender submitted by Palmer Construction Group Incorporated for the supply of Asphalt for the 2018 Construction Season commencing June 1, 2018 at the tendered pricing, HST extra, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION

RECEIVED: April 26, 2018
FILE: #2018PWE-PWT-28-T

SUMMARY OF TENDERS
ASPHALT

Firm Prices for 11-Month Period (HST extra) - June 1, 2018 to April 30, 2019

Description	Ellwood Robinson Sault Ste. Marie, ON		Inter-Ontario Equip. Sault Ste. Marie, ON		Palmer Construction Sault Ste. Marie, ON	
HL2 Asphalt	$139.20	Per Tonne	$134.00	Per Tonne	$120.36	Per Tonne
HL3 Asphalt	$126.20	Per Tonne	$134.00	Per Tonne	$117.30	Per Tonne
HL3A Asphalt	$134.20	Per Tonne	$134.00	Per Tonne	$117.30	Per Tonne
HL4 Asphalt	$121.20	Per Tonne	$134.00	Per Tonne	$114.24	Per Tonne
HL8 Asphalt	$119.20	Per Tonne	$134.00	Per Tonne	$112.20	Per Tonne

Note: The low tendered prices, meeting specifications, are boxed above.
Expenditures in 2017 were approximately $827,883.06 including the non-rebatable portion of the HST; a portion of which is recoverable.
It is my recommendation that the low tendered prices submitted by Palmer Construction Inc. be accepted.

Tim Gowans
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Finance Department**

RE: **Tender for Ready-Mix Concrete (2018PWE-PWT-29-T)**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Ready-Mix Concrete required during the 2018 Construction Season. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held April 26, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Superintendent of Public Works and the Director of Public Works, and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

A maximum limit of $180,000.00 has been established for the purchase of Ready-Mix Concrete under this tender. Funding for the purchase of this material will be drawn from various Public Works Street Maintenance accounts as set in the budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 05 14 be received and the recommendation that the tender submitted by Lafarge for the supply of Ready-Mix Concrete for the 2018 Construction Season commencing June 1, 2018 at the tendered pricing, HST extra, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION

RECEIVED: April 26, 2018
FILE: #2018PWE-PWT-29-T

SUMMARY OF TENDERS
READY-MIX CONCRETE

Firm Prices for 11-Month Period (HST extra) - June 1, 2018 to April 30, 2019

Description	**2017 QUANTITY**	**Caswell Concrete Sault Ste. Marie, ON**		**Fisher Wavy Inc. Sault Ste. Marie, ON**		**Lafarge Sault Ste. Marie, ON**	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
32Mpa Ready-Mix Concrete (CSA 23.1)	486.00	$214.00	$ 104,004.00	$225.00	$ 109,350.00	$210.00	$102,060.00
Additional Heating	10.10	$37.00	$ 373.70	$35.00	$ 353.50	$33.00	$333.30
Use of Truck with Conveyor	4.00	$175.00	$ 700.00	$195.00	$ 780.00	$175.00	$700.00
Loads - under 3 cubic metres	118.00	$115.00	$ 13,570.00	$125.00	$ 14,750.00	$100.00	$11,800.00
Total:			**$ 118,647.70**		**$ 125,233.50**		**$ 114,893.30**

Note: The low tendered prices, meeting specifications, are boxed above.
The above quantities represent a projection of anticipated usage based on actual ordering for the 2017 season (total cost of $116,915.42 including the non-rebatable portion of the HST)
It is my recommendation that the low tendered prices submitted by Lafarge be accepted.

Tim Gowans
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Jacob Bruzas, CPA, CA, Manager of Audits and Capital Planning**

DEPARTMENT: **Corporate Services**

RE: **2017 Year End Reserve Transfers**

PURPOSE

The purpose of this report is to seek Council approval of the 2017 year end reserve transfers.

BACKGROUND

Staff requests Council to approve certain reserve transfers subsequent to the financial statement audit on an annual basis.

ANALYSIS

Appendix A details the recommended 2017 year end reserve transfers.

Two transfers totaling $88,000 are recommended to the Computer Software Reserve to be applied against 2018 IT capital requirements. In addition, the annual PUC dividend of $610,080 was not declared until 2018. As this is a budgeted item, the request is to transfer funds out of the Contingency Reserve to make up for the delay in funding in 2017. The funds will be returned in full in 2018 when the actual receipt of the 2017 PUC dividend occurs.

FINANCIAL IMPLICATIONS

The recommended transfers net to $522,080 out of reserves for the year ended December 31, 2017.

STRATEGIC PLAN / POLICY IMPACT

This is an administrative matter and therefore not included in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the recommended transfers to the Computer Software Reserve totaling $88,000 and the transfer from the Contingency Reserve of $610,080 be approved.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits & Capital Planning
705.759.5356
j.bruzas@cityssm.on.ca

Appendix A

CORPORATION OF THE CITY OF SAULT STE. MARIE
RESERVE TRANSFERS TO BE APPROVED BY COUNCIL
DECEMBER 31, 2017

Details		From Reserve $	To Reserve $
Computer Software Upgrades			
Funds budgeted and received in 2017 for major computer software upgrades were not fully spent. Requested to be transferred to reserve for use in 2018 to complete the upgrades.			
Transfer to Computer Software Reserve			67,000.00
Computer Hardware Upgrades			
Funds budgeted and received in 2017 for main communication hardware upgrades were not spent. Requested to be transferred to reserve for use in 2018 to complete the upgrades.			
Transfer to Computer Software Reserve			21,000.00
PUC Dividend			
The annual PUC dividend was not declared until 2018. As this is a budgeted item, the request is to transfer money out of the contingency reserve to make up for the delay in funding in 2017. The money will be returned in full in 2018 when the actual receipt of the 2017 PUC dividend occurs.		610,080.00	
Transfer from Contingency Reserve			
	Total	610,080.00	88,000.00
	net	522,080.00	

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Jacob Bruzas, Manager of Audits and Capital Planning**

DEPARTMENT: **Corporate Services**

RE: **First Quarter Financial Report – March 31, 2018**

PURPOSE

The purpose of this report is to provide a Three Month Financial Report to March 31, 2018.

BACKGROUND

The Finance Committee reviewed the 2018 First Quarter Financial Report at their April 25th, 2018 meeting.

ANALYSIS

Most departments are trending on budget as of March 31, 2018.

Even with the prolonged winter conditions the City experienced in the first quarter of the year, the Public Works and Engineering department is trending on budget for Winter Control costs. However, with snowfall into April, the spring job portion of winter control is still in its early stages, and a harsher than normal early winter season (November and December 2018) can quickly drain remaining resources.

No significant variances from budget are noted for the first quarter of 2018 and there are currently no new developments that Finance has been made aware of that would cause significant budgetary constraints for the remainder of the year.

FINANCIAL IMPLICATIONS

At this early point in the 2018 fiscal year, it is difficult to predict whether or not the City will be in a surplus or deficit position at the end of 2018.

At a future Council meeting, Staff will provide another quarterly report to the end of June 2018 where it's anticipated that more trends will be developed and reported on.

STRATEGIC PLAN / POLICY IMPACT
This is not an activity directly related to the Strategic Plan.

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

That the report of the Manager of Audits and Capital Planning dated May 14, 2018 concerning the First Quarter Financial Report to March 31, 2018 be received as information.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits & Capital Planning
705.759.5356
j.bruzas@cityssm.on.ca

CITY OF SAULT STE MARIE

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Taxation	($54,581,839.58)	($113,241,817.65)	($58,659,978.07)	51.80%	**($52,322,361.66)**	**($112,328,695.03)**
Payment in Lieu of taxes	($504,976.90)	($4,160,860.00)	($3,655,883.10)	87.86%	**($471,873.56)**	**($4,541,861.40)**
Fees and user charges	($8,342,640.65)	($34,850,377.02)	($26,507,736.37)	76.06%	**($8,349,916.10)**	**($33,316,463.76)**
Government grants	($4,749,639.11)	($17,909,149.54)	($13,159,510.43)	73.48%	**($4,745,157.16)**	**($18,806,827.14)**
Interest and Investment income	($1,538,572.78)	($4,305,000.00)	($2,766,427.22)	64.26%	**($582,526.97)**	**($4,958,709.82)**
Contribution from own funds	($65,234.83)	($375,500.00)	($310,265.17)	82.63%	**$37,916.07**	**($2,148,420.07)**
Other income	($102,493.33)	($1,595,350.00)	($1,492,856.67)	93.58%	**($219,770.54)**	**($4,304,769.77)**
Change in future employee benefits			$0.00	0.00%		**$171,251.36**
	($69,885,397.18)	($176,438,054.21)	($106,552,657.03)	60.39%	**($66,653,689.92)**	**($180,234,495.63)**
EXPENDITURES						
Salaries	$10,976,518.11	$50,225,240.18	$39,248,722.07	78.15%	**$11,291,361.36**	**$49,049,647.59**
Benefits	$3,476,756.90	$14,012,751.71	$10,535,994.81	75.19%	**$3,233,183.97**	**$13,473,764.38**
TOTAL SALARIES/BENEFITS	**$14,453,275.01**	**$64,237,991.89**	**$49,784,716.88**	**77.50%**	**$14,524,545.33**	**$62,523,411.97**
Travel and training	$52,395.37	$439,775.00	$387,379.63	88.09%	**$57,354.54**	**$303,356.05**
Election		$15,000.00	$15,000.00	100.00%		
Vehicle allowance, maintenance and repairs	$1,211,132.75	$3,298,780.00	$2,087,647.25	63.29%	**$1,290,627.31**	**$4,277,246.70**
Utilities and Fuel	$2,536,679.11	$10,090,922.00	$7,554,242.89	74.86%	**$2,486,746.93**	**$9,558,705.70**
Materials and supplies	$1,071,922.17	$5,828,525.72	$4,756,603.55	81.61%	**$1,144,093.62**	**$5,373,956.05**
Maintenance and repairs	$434,502.67	$2,265,596.00	$1,831,093.33	80.82%	**$475,261.41**	**$2,383,583.82**
Program expenses	$34,107.96	$182,372.00	$148,264.04	81.30%	**$30,017.86**	**$245,571.14**
Goods for resale	$158,799.25	$623,925.00	$465,125.75	74.55%	**$143,467.23**	**$576,888.23**
Rents and leases	$20,445.83	$107,145.00	$86,699.17	80.92%	**$20,761.31**	**$173,800.89**
Taxes and licenses	$943,326.69	$2,104,220.00	$1,160,893.31	55.17%	**$1,355,519.36**	**$2,399,718.21**
Financial expenses	$487,278.59	$2,649,460.46	$2,162,181.87	81.61%	**$469,267.35**	**$5,344,466.89**
Purchased and contracted services	$1,589,694.46	$9,352,146.00	$7,762,451.54	83.00%	**$1,470,310.03**	**$8,531,311.59**
Grants to others	$12,563,583.76	$51,548,179.14	$38,984,595.38	75.63%	**$12,556,345.48**	**$52,077,396.54**
Long term debt	$1,089,530.07	$3,252,490.00	$2,162,959.93	66.50%	**$1,098,152.03**	**$3,243,871.52**
Transfer to own funds	$893,787.00	$20,356,448.00	$19,462,661.00	95.61%	**$318,153.56**	**$24,131,099.80**
Capital expense	$79,780.95	$305,208.00	$225,427.05	73.86%	**$61,896.42**	**$276,102.92**
Depreciation			$0.00	0.00%		**$15,984,633.24**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$127,732.36**
Clearing accounts			$0.00	0.00%	**($0.26)**	
Less: recoverable costs	($89,893.52)	($220,130.00)	($130,236.48)	59.16%	**($68,588.19)**	**($469,832.03)**
TOTAL OTHER EXPENSES	**$23,077,073.11**	**$112,200,062.32**	**$89,122,989.21**	**79.43%**	**$22,909,385.99**	**$134,539,609.62**
	$37,530,348.12	$176,438,054.21	$138,907,706.09	78.73%	**$37,433,931.32**	**$197,063,021.59**
NET (REVENUE)/EXPENDITURE	**($32,355,049.06)**	**$0.00**	**$32,355,049.06**		**($29,219,758.60)**	**$16,828,525.96**
Mayor and Council	$177,482.67	$746,116.49	$568,633.82			
Chief Administrative Officer	$156,667.44	$381,389.76	$224,722.32			
Corporate Services	$2,127,055.52	$10,157,499.41	$8,030,443.89			
Legal	$635,837.17	$1,552,181.84	$916,344.67			
Fire Services	$2,875,639.18	$13,247,554.13	$10,371,914.95			
Public Works and Engineering	$9,177,472.76	$41,521,660.42	$32,344,187.66			
Community Development and Enterprise Ser	$2,014,425.33	$13,239,684.46	$11,225,259.13			
Levy Board	$5,118,155.25	$20,824,139.00	$15,705,983.75			
Outside Agencies	$6,823,833.81	$28,577,524.14	$21,753,690.33			
Outside Agencies - Other	$332,215.73	$1,482,056.00	$1,149,840.27			
Economic Diversification	$91.58	$500,000.00	$499,908.42			
Corporate	($62,849,102.28)	($141,374,875.65)	($78,525,773.37)			
Capital and Debt	$1,055,176.78	$9,145,070.00	$8,089,893.22			
	($32,355,049.06)	$0.00	$32,355,049.06			

MAYOR AND COUNCIL

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Contribution from own funds			$0.00	0.00%		**($5,702.28)**
	$0.00	$0.00	$0.00	0.00%	**$0.00**	**($5,702.28)**
EXPENDITURES						
Salaries	$111,223.13	$493,280.00	$382,056.87	77.45%	**$113,891.53**	**$444,621.80**
Benefits	$12,197.95	$71,371.49	$59,173.54	82.91%	**$14,736.43**	**$53,250.25**
TOTAL SALARIES/BENEFITS	**$123,421.08**	**$564,651.49**	**$441,230.41**	**78.14%**	**$128,627.96**	**$497,872.05**
Travel and training	$5,283.00	$53,500.00	$48,217.00	90.13%	**$4,767.63**	**$18,899.57**
Vehicle allowance, maintenance and repairs	$8,806.17	$36,030.00	$27,223.83	75.56%	**$8,891.91**	**$31,252.13**
Materials and supplies	$39,965.93	$63,835.00	$23,869.07	37.39%	**$20,409.35**	**$40,714.39**
Purchased and contracted services	$6.49	$3,100.00	$3,093.51	99.79%	**$6.53**	**$1,199.62**
Grants to others		$25,000.00	$25,000.00	100.00%	**$4,896.04**	**$30,702.28**
Depreciation			$0.00	0.00%		**$2,910.58**
TOTAL OTHER EXPENSES	**$54,061.59**	**$181,465.00**	**$127,403.41**	**70.21%**	**$38,971.46**	**$125,678.57**
	$177,482.67	$746,116.49	$568,633.82	76.21%	**$167,599.42**	**$623,550.62**
NET (REVENUE)/EXPENDITURE	**$177,482.67**	**$746,116.49**	**$568,633.82**	**76.21%**	**$167,599.42**	**$617,848.34**

CAO'S OFFICE

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Government grants	$11,564.17	($250,009.54)	($261,573.71)	104.63%		**($231,260.71)**
Other income			$0.00	0.00%		**($955.25)**
	$11,564.17	($250,009.54)	($261,573.71)	104.63%	**$0.00**	**($232,215.96)**
EXPENDITURES						
Salaries	$101,482.51	$455,915.14	$354,432.63	77.74%	**$99,034.35**	**$438,826.90**
Benefits	$29,641.68	$118,684.16	$89,042.48	75.02%	**$26,936.74**	**$110,143.10**
TOTAL SALARIES/BENEFITS	**$131,124.19**	**$574,599.30**	**$443,475.11**	**77.18%**	**$125,971.09**	**$548,970.00**
Travel and training	$1,049.95	$10,715.00	$9,665.05	90.20%	**$546.14**	**$3,161.57**
Vehicle allowance, maintenance and repairs	$1,182.74	$4,480.00	$3,297.26	73.60%	**$1,171.80**	**$4,220.97**
Materials and supplies	$11,568.36	$40,915.00	$29,346.64	71.73%	**$1,413.90**	**$13,355.95**
Maintenance and repairs		$150.00	$150.00	100.00%		
Purchased and contracted services	$178.03	$390.00	$211.97	54.35%	**$11,891.23**	**$17,998.42**
Capital expense		$150.00	$150.00	100.00%		
Depreciation			$0.00	0.00%		**$1,816.15**
TOTAL OTHER EXPENSES	**$13,979.08**	**$56,800.00**	**$42,820.92**	**75.39%**	**$15,023.07**	**$40,553.06**
	$145,103.27	$631,399.30	$486,296.03	77.02%	**$140,994.16**	**$589,523.06**
NET (REVENUE)/EXPENDITURE	**$156,667.44**	**$381,389.76**	**$224,722.32**	**58.92%**	**$140,994.16**	**$357,307.10**

CORPORATE SERVICES

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($29,054.37)	($159,840.00)	($130,785.63)	81.82%	**($25,335.22)**	**($126,699.48)**
Government grants		($1,540.00)	($1,540.00)	100.00%		**($485,146.79)**
Contribution from own funds		($180,000.00)	($180,000.00)	100.00%		**($298,026.59)**
Other income	($24,776.22)	($123,850.00)	($99,073.78)	79.99%	**($14,178.68)**	**($110,099.56)**
	($53,830.59)	($465,230.00)	($411,399.41)	88.43%	**($39,513.90)**	**($1,019,972.42)**
EXPENDITURES						
Salaries	$927,655.04	$4,336,280.18	$3,408,625.14	78.61%	**$944,318.68**	**$4,084,932.03**
Benefits	$433,615.32	$1,621,123.23	$1,187,507.91	73.25%	**$407,299.37**	**$1,709,319.28**
TOTAL SALARIES/BENEFITS	**$1,361,270.36**	**$5,957,403.41**	**$4,596,133.05**	**77.15%**	**$1,351,618.05**	**$5,794,251.31**
Travel and training	$2,554.66	$85,945.00	$83,390.34	97.03%	**$21,897.58**	**$104,899.34**
Election		$15,000.00	$15,000.00	100.00%		
Vehicle allowance, maintenance and repairs	$172.68	$2,500.00	$2,327.32	93.09%	**$30.74**	**$551.57**
Materials and supplies	$72,862.28	$154,275.00	$81,412.72	52.77%	**$64,545.14**	**$45,653.30**
Maintenance and repairs	$74,358.77	$641,413.00	$567,054.23	88.41%	**$133,733.15**	**$545,536.85**
Goods for resale		$19,200.00	$19,200.00	100.00%		**$19,200.00**
Rents and leases	$3,816.00	$15,625.00	$11,809.00	75.58%	**$3,816.00**	**$6,690.06**
Financial expenses	$460,081.13	$2,580,191.00	$2,120,109.87	82.17%	**$455,849.19**	**$5,367,292.71**
Purchased and contracted services	$136,323.44	$1,024,830.00	$888,506.56	86.70%	**$169,372.42**	**$846,315.12**
Grants to others		$2,000.00	$2,000.00	100.00%		**$2,000.00**
Transfer to own funds			$0.00	0.00%		**$193,271.33**
Capital expense	$69,446.79	$124,347.00	$54,900.21	44.15%	**$45,357.15**	**$93,651.44**
Depreciation			$0.00	0.00%		**$432,565.16**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$1,413.03**
TOTAL OTHER EXPENSES	**$819,615.75**	**$4,665,326.00**	**$3,845,710.25**	**82.43%**	**$894,601.37**	**$7,659,039.91**
	$2,180,886.11	$10,622,729.41	$8,441,843.30	79.47%	**$2,246,219.42**	**$13,453,291.22**
NET (REVENUE)/EXPENDITURE	**$2,127,055.52**	**$10,157,499.41**	**$8,030,443.89**	**79.06%**	**$2,206,705.52**	**$12,433,318.80**
HR	416,744.83	1,835,508.76	1,418,763.93	77.30%		
Clerks	225,017.94	1,078,346.79	853,328.85	79.13%		
Finance	1,485,292.75	7,243,643.86	5,758,351.11	79.50%		
	2,127,055.52	10,157,499.41	8,030,443.89			

LEGAL DEPARTMENT

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($662,171.57)	($2,149,651.00)	($1,487,479.43)	69.20%	**($797,854.11)**	**($2,314,894.89)**
Government grants	($15,742.27)		$15,742.27	0.00%	**($16,405.20)**	**($28,595.90)**
Interest and Investment income	($394.77)		$394.77	0.00%	**($1,363.12)**	**($7,580.41)**
	($678,308.61)	($2,149,651.00)	($1,471,342.39)	68.45%	**($815,622.43)**	**($2,351,071.20)**
EXPENDITURES						
Salaries	$241,180.04	$1,043,156.71	$801,976.67	76.88%	**$238,344.83**	**$1,038,580.74**
Benefits	$67,994.73	$276,896.13	$208,901.40	75.44%	**$64,723.35**	**$264,898.16**
TOTAL SALARIES/BENEFITS	**$309,174.77**	**$1,320,052.84**	**$1,010,878.07**	**76.58%**	**$303,068.18**	**$1,303,478.90**
Travel and training	$2,713.05	$18,735.00	$16,021.95	85.52%	**$2,193.87**	**$15,763.09**
Materials and supplies	$19,663.29	$78,815.00	$59,151.71	75.05%	**$16,307.07**	**$64,228.37**
Maintenance and repairs		$4,000.00	$4,000.00	100.00%		
Rents and leases	$14,788.19	$78,075.00	$63,286.81	81.06%	**$15,071.26**	**$69,563.66**
Taxes and licenses	$941,691.95	$1,797,955.00	$856,263.05	47.62%	**$1,330,182.51**	**$2,116,121.26**
Purchased and contracted services	$26,114.53	$292,000.00	$265,885.47	91.06%	**$12,817.47**	**$249,876.64**
Transfer to own funds		$102,200.00	$102,200.00	100.00%		**$136,646.70**
Capital expense		$10,000.00	$10,000.00	100.00%		**$149.27**
Depreciation			$0.00	0.00%		**$3,499.26**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**($38,718.27)**
TOTAL OTHER EXPENSES	**$1,004,971.01**	**$2,381,780.00**	**$1,376,808.99**	**57.81%**	**$1,376,572.18**	**$2,617,129.98**
	$1,314,145.78	$3,701,832.84	$2,387,687.06	64.50%	**$1,679,640.36**	**$3,920,608.88**
NET (REVENUE)/EXPENDITURE	**$635,837.17**	**$1,552,181.84**	**$916,344.67**	**59.04%**	**$864,017.93**	**$1,569,537.68**

FIRE SERVICES

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($1,690,546.45)	($7,160,698.00)	($5,470,151.55)	76.39%	**($1,598,187.38)**	**($6,897,395.90)**
Government grants			$0.00	0.00%		**($2.01)**
Other income	($536.75)	($6,000.00)	($5,463.25)	91.05%		**($3,555.80)**
	($1,691,083.20)	($7,166,698.00)	($5,475,614.80)	76.40%	**($1,598,187.38)**	**($6,900,953.71)**
EXPENDITURES						
Salaries	$3,251,490.91	$14,655,832.87	$11,404,341.96	77.81%	**$3,343,694.27**	**$14,725,565.72**
Benefits	$1,118,390.59	$3,964,865.26	$2,846,474.67	71.79%	**$951,831.50**	**$3,872,148.38**
TOTAL SALARIES/BENEFITS	**$4,369,881.50**	**$18,620,698.13**	**$14,250,816.63**	**76.53%**	**$4,295,525.77**	**$18,597,714.10**
Travel and training	$14,398.58	$118,020.00	$103,621.42	87.80%	**$13,237.03**	**$66,496.47**
Vehicle allowance, maintenance and repairs	$46,058.51	$195,580.00	$149,521.49	76.45%	**$72,662.66**	**$278,387.10**
Utilities and Fuel	$91,050.37	$319,860.00	$228,809.63	71.53%	**$114,782.51**	**$326,642.45**
Materials and supplies	$38,897.76	$417,712.00	$378,814.24	90.69%	**$52,536.19**	**$270,744.73**
Maintenance and repairs	$58,571.13	$192,965.00	$134,393.87	69.65%	**$49,688.32**	**$214,048.57**
Rents and leases		$3,195.00	$3,195.00	100.00%		**$2,429.04**
Taxes and licenses		$52,800.00	$52,800.00	100.00%	**$23,224.00**	**$44,130.00**
Financial expenses	$268.90	$2,500.00	$2,231.10	89.24%	**$404.71**	**$3,468.45**
Purchased and contracted services	($29,938.26)	$118,746.00	$148,684.26	125.21%	**$21,332.65**	**$169,561.62**
Transfer to own funds		$303,000.00	$303,000.00	100.00%		**$352,688.53**
Capital expense	($22,466.11)	$69,176.00	$91,642.11	132.48%		**$43,396.54**
Depreciation			$0.00	0.00%		**$425,442.64**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$16,594.54**
Less: recoverable costs			$0.00	0.00%	**($200.00)**	**($200.00)**
TOTAL OTHER EXPENSES	**$196,840.88**	**$1,793,554.00**	**$1,596,713.12**	**89.03%**	**$347,668.07**	**$2,213,830.68**
	$4,566,722.38	$20,414,252.13	$15,847,529.75	77.63%	**$4,643,193.84**	**$20,811,544.78**
NET (REVENUE)/EXPENDITURE	**$2,875,639.18**	**$13,247,554.13**	**$10,371,914.95**	**78.29%**	**$3,045,006.46**	**$13,910,591.07**

PUBLIC WORKS AND ENGINEERING

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($409,157.93)	($2,257,848.00)	($1,848,690.07)	81.88%	**($513,550.88)**	**($2,442,142.84)**
Government grants	($9,206.90)	($757,000.00)	($747,793.10)	98.78%	**($6,406.96)**	**($748,199.58)**
Contribution from own funds		($40,500.00)	($40,500.00)	100.00%		**($5,827.50)**
Other income	($20,827.16)	($18,500.00)	$2,327.16	(12.58%)	**($49,659.76)**	**($157,311.37)**
	($439,191.99)	($3,073,848.00)	($2,634,656.01)	85.71%	**($569,617.60)**	**($3,353,481.29)**
EXPENDITURES						
Salaries	$3,661,948.42	$16,728,227.61	$13,066,279.19	78.11%	**$3,647,192.20**	**$15,718,315.77**
Benefits	$1,091,819.69	$4,929,679.81	$3,837,860.12	77.85%	**$1,002,959.50**	**$4,348,653.87**
TOTAL SALARIES/BENEFITS	**$4,753,768.11**	**$21,657,907.42**	**$16,904,139.31**	**78.05%**	**$4,650,151.70**	**$20,066,969.64**
Travel and training	$15,670.59	$90,040.00	$74,369.41	82.60%	**$7,989.56**	**$55,473.68**
Vehicle allowance, maintenance and repairs	$852,189.10	$2,406,730.00	$1,554,540.90	64.59%	**$974,160.27**	**$2,941,920.73**
Utilities and Fuel	$1,641,673.43	$6,793,307.00	$5,151,633.57	75.83%	**$1,675,947.98**	**$6,338,007.47**
Materials and supplies	$709,774.09	$3,677,780.00	$2,968,005.91	80.70%	**$796,825.23**	**$3,309,935.44**
Maintenance and repairs	$54,337.66	$264,500.00	$210,162.34	79.46%	**$53,090.55**	**$256,611.16**
Taxes and licenses	$2,081.74	$82,715.00	$80,633.26	97.48%	**$2,030.85**	**$57,928.66**
Financial expenses	$356.97	$2,000.00	$1,643.03	82.15%	**$574.19**	**$4,418.65**
Purchased and contracted services	$1,385,155.79	$6,923,914.00	$5,538,758.21	79.99%	**$1,113,243.40**	**$6,616,210.21**
Transfer to own funds	$283,707.00	$2,866,745.00	$2,583,038.00	90.10%	**$283,707.50**	**$2,184,511.67**
Capital expense	$7,843.79	$50,000.00	$42,156.21	84.31%	**$2,643.43**	**$25,193.66**
Depreciation			$0.00	0.00%		**$13,386,892.78**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$138,356.69**
Less: recoverable costs	($89,893.52)	($220,130.00)	($130,236.48)	59.16%	**($68,388.19)**	**($469,632.03)**
TOTAL OTHER EXPENSES	**$4,862,896.64**	**$22,937,601.00**	**$18,074,704.36**	**78.80%**	**$4,841,824.77**	**$34,845,828.77**
	$9,616,664.75	$44,595,508.42	$34,978,843.67	78.44%	**$9,491,976.47**	**$54,912,798.41**
NET (REVENUE)/EXPENDITURE	**$9,177,472.76**	**$41,521,660.42**	**$32,344,187.66**	**77.90%**	**$8,922,358.87**	**$51,559,317.12**
Public Works	6,573,955.83	28,296,223.17	21,722,267.34	76.77%		
Engineering	2,603,516.93	13,225,437.25	10,621,920.32	80.31%		
	9,177,472.76	41,521,660.42	32,344,187.66			

PUBLIC WORKS

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($408,149.89)	($2,248,048.00)	($1,839,898.11)	81.84%	**($507,408.60)**	**($2,432,441.44)**
Government grants	($9,206.90)	($717,000.00)	($707,793.10)	98.72%	**($6,377.08)**	**($719,473.08)**
Contribution from own funds		($40,500.00)	($40,500.00)	100.00%		**($5,827.50)**
Other income	($20,827.16)	($18,500.00)	$2,327.16	(12.58%)	**($49,659.76)**	**($157,311.37)**
	($438,183.95)	($3,024,048.00)	($2,585,864.05)	85.51%	**($563,445.44)**	**($3,315,053.39)**
EXPENDITURES						
Salaries	$3,226,507.57	$14,650,804.87	$11,424,297.30	77.98%	**$3,295,806.57**	**$13,901,933.72**
Benefits	$970,900.96	$4,401,975.30	$3,431,074.34	77.94%	**$900,473.69**	**$3,852,824.98**
TOTAL SALARIES/BENEFITS	**$4,197,408.53**	**$19,052,780.17**	**$14,855,371.64**	**77.97%**	**$4,196,280.26**	**$17,754,758.70**
Travel and training	$15,472.16	$78,040.00	$62,567.84	80.17%	**$7,715.61**	**$51,538.26**
Vehicle allowance, maintenance and repairs	$850,080.73	$2,391,530.00	$1,541,449.27	64.45%	**$972,059.12**	**$2,932,395.28**
Utilities and Fuel	$551,952.55	$1,614,627.00	$1,062,674.45	65.82%	**$551,476.00**	**$1,454,674.41**
Materials and supplies	$682,686.33	$3,504,270.00	$2,821,583.67	80.52%	**$770,649.35**	**$3,181,336.03**
Taxes and licenses	$2,081.74	$82,715.00	$80,633.26	97.48%	**$2,030.85**	**$57,928.66**
Financial expenses	$356.97	$2,000.00	$1,643.03	82.15%	**$574.19**	**$4,418.65**
Purchased and contracted services	$517,149.03	$3,284,694.00	$2,767,544.97	84.26%	**$452,858.40**	**$3,017,680.73**
Transfer to own funds	$283,707.00	$1,526,745.00	$1,243,038.00	81.42%	**$283,707.50**	**$1,423,348.11**
Capital expense	$1,138.26	$3,000.00	$1,861.74	62.06%		**$2,676.29**
Depreciation			$0.00	0.00%		**$2,490,092.51**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$138,180.53**
Less: recoverable costs	($89,893.52)	($220,130.00)	($130,236.48)	59.16%	**($68,388.19)**	**($469,632.03)**
TOTAL OTHER EXPENSES	**$2,814,731.25**	**$12,267,491.00**	**$9,452,759.75**	**77.06%**	**$2,972,682.83**	**$14,284,637.43**
	$7,012,139.78	$31,320,271.17	$24,308,131.39	77.61%	**$7,168,963.09**	**$32,039,396.13**
NET (REVENUE)/EXPENDITURE	**$6,573,955.83**	**$28,296,223.17**	**$21,722,267.34**	**76.77%**	**$6,605,517.65**	**$28,724,342.74**
Operations						
Winter Control: Roadways and Sidewalk	3,763,350.93	7,268,007.64	3,504,656.71	48.22%		
Sanitary Sewers	148,241.37	1,915,075.49	1,766,834.12	92.26%		
Storm Sewers	15,705.11	521,893.14	506,188.03	96.99%		
Roadways and Sidewalks	2,085.82	3,595,612.29	3,593,526.47	99.94%		
Supervision and Overhead	604,421.02	3,067,822.61	2,463,401.59	80.30%		
Traffic & Communications	307,337.73	1,685,623.57	1,378,285.84	81.77%		
Carpentry	142,060.18	616,488.99	474,428.81	76.96%		
Administration	402,280.71	1,742,314.25	1,340,033.54	76.91%		
Buildings & Equipment	118,516.28	2,024,209.36	1,905,693.08	94.15%		
Waste Management	533,942.44	2,651,480.00	2,117,537.56	79.86%		
Parks	536,014.24	3,207,695.83	2,671,681.59	83.29%		
	6,573,955.83	28,296,223.17	21,722,267.34			

ENGINEERING

2018 - FIRST QUARTER ENDED

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($1,008.04)	($9,800.00)	($8,791.96)	89.71%	**($6,142.28)**	**($9,701.40)**
Government grants		($40,000.00)	($40,000.00)	100.00%	**($29.88)**	**($28,726.50)**
	($1,008.04)	($49,800.00)	($48,791.96)	97.98%	**($6,172.16)**	**($38,427.90)**
EXPENDITURES						
Salaries	$435,440.85	$2,077,422.74	$1,641,981.89	79.04%	**$351,385.63**	**$1,816,382.05**
Benefits	$120,918.73	$527,704.51	$406,785.78	77.09%	**$102,485.81**	**$495,828.89**
TOTAL SALARIES/BENEFITS	**$556,359.58**	**$2,605,127.25**	**$2,048,767.67**	**78.64%**	**$453,871.44**	**$2,312,210.94**
Travel and training	$198.43	$12,000.00	$11,801.57	98.35%	**$273.95**	**$3,935.42**
Vehicle allowance, maintenance and repairs	$2,108.37	$15,200.00	$13,091.63	86.13%	**$2,101.15**	**$9,525.45**
Utilities and Fuel	$1,089,720.88	$5,178,680.00	$4,088,959.12	78.96%	**$1,124,471.98**	**$4,883,333.06**
Materials and supplies	$27,087.76	$173,510.00	$146,422.24	84.39%	**$26,175.88**	**$128,599.41**
Maintenance and repairs	$54,337.66	$264,500.00	$210,162.34	79.46%	**$53,090.55**	**$256,611.16**
Purchased and contracted services	$868,006.76	$3,639,220.00	$2,771,213.24	76.15%	**$660,385.00**	**$3,598,529.48**
Transfer to own funds		$1,340,000.00	$1,340,000.00	100.00%		**$761,163.56**
Capital expense	$6,705.53	$47,000.00	$40,294.47	85.73%	**$2,643.43**	**$22,517.37**
Depreciation			$0.00	0.00%		**$10,896,800.27**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$176.16**
TOTAL OTHER EXPENSES	**$2,048,165.39**	**$10,670,110.00**	**$8,621,944.61**	**80.80%**	**$1,869,141.94**	**$20,561,191.34**
	$2,604,524.97	$13,275,237.25	$10,670,712.28	80.38%	**$2,323,013.38**	**$22,873,402.28**
NET (REVENUE)/EXPENDITURE	**$2,603,516.93**	**$13,225,437.25**	**$10,621,920.32**	**80.31%**	**$2,316,841.22**	**$22,834,974.38**

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

2018 - FIRST QUARTER ENDED MARCH 31, 2018

	YTD	Budget	Variance	Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING% :	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Fees and user charges	($2,361,332.92)	($9,045,360.02)	($6,684,027.10)	73.89%	**($2,379,558.20)**	**($9,154,449.87)**
Government grants	($851,188.61)	($1,445,400.00)	($594,211.39)	41.11%	**($866,404.70)**	**($1,817,322.35)**
Contribution from own funds	$58,540.17	($75,000.00)	($133,540.17)	178.05%	**$37,916.07**	**($748,123.94)**
Other income	($53,508.64)	($47,000.00)	$6,508.64	(13.85%)	**($80,071.79)**	**($185,854.67)**
	($3,207,490.00)	($10,612,760.02)	($7,405,270.02)	69.78%	**($3,288,118.62)**	**($11,905,750.83)**
EXPENDITURES						
Salaries	$2,681,538.06	$12,512,547.67	$9,831,009.61	78.57%	**$2,904,810.16**	**$12,598,646.89**
Benefits	$713,096.94	$3,010,131.63	$2,297,034.69	76.31%	**$758,454.76**	**$3,098,152.98**
TOTAL SALARIES/BENEFITS	**$3,394,635.00**	**$15,522,679.30**	**$12,128,044.30**	**78.13%**	**$3,663,264.92**	**$15,696,799.87**
Travel and training	$10,725.54	$62,820.00	$52,094.46	82.93%	**$6,722.73**	**$38,662.33**
Vehicle allowance, maintenance and repairs	$302,723.55	$653,460.00	$350,736.45	53.67%	**$233,709.93**	**$1,020,914.20**
Utilities and Fuel	$803,955.31	$2,977,755.00	$2,173,799.69	73.00%	**$696,016.44**	**$2,894,055.78**
Materials and supplies	$141,821.98	$893,263.72	$751,441.74	84.12%	**$145,897.71**	**$826,392.04**
Maintenance and repairs	$247,235.11	$1,162,568.00	$915,332.89	78.73%	**$238,749.39**	**$1,367,387.24**
Program expenses	$34,107.96	$182,372.00	$148,264.04	81.30%	**$30,017.86**	**$245,571.14**
Goods for resale	$158,799.25	$604,725.00	$445,925.75	73.74%	**$143,467.23**	**$557,688.23**
Rents and leases	$1,841.64	$10,250.00	$8,408.36	82.03%	**$1,874.05**	**$95,118.13**
Taxes and licenses	($447.00)	$170,750.00	$171,197.00	100.26%	**$82.00**	**$181,538.29**
Financial expenses	$26,571.59	$64,769.46	$38,197.87	58.98%	**$12,439.26**	**$77,633.56**
Purchased and contracted services	$71,425.23	$982,166.00	$910,740.77	92.73%	**$129,892.38**	**$591,817.29**
Grants to others	$3,563.69	$239,000.00	$235,436.31	98.51%	**$46,691.75**	**$315,860.80**
Transfer to own funds		$274,331.00	$274,331.00	100.00%	**$34,446.06**	**$416,558.59**
Capital expense	$24,956.48	$51,535.00	$26,578.52	51.57%	**$13,895.84**	**$113,712.01**
Depreciation			$0.00	0.00%		**$1,731,506.67**
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$10,086.37**
TOTAL OTHER EXPENSES	**$1,827,280.33**	**$8,329,765.18**	**$6,502,484.85**	**78.06%**	**$1,733,902.63**	**$10,484,502.67**
	$5,221,915.33	$23,852,444.48	$18,630,529.15	78.11%	**$5,397,167.55**	**$26,181,302.54**
NET (REVENUE)/EXPENDITURE	**$2,014,425.33**	**$13,239,684.46**	**$11,225,259.13**	**84.78%**	**$2,109,048.93**	**$14,275,551.71**
Building Permit/Inspection	162,504.68	68,149.35	(94,355.33)	(138.45%)		
Planning	(292,244.84)	674,482.97	966,727.81	143.33%		
Recreation & Culture	204,770.56	1,544,405.81	1,339,635.25	86.74%		
Community Centres						
John Rhodes Community Centre	156,948.09	1,462,804.64	1,305,856.55	89.27%		
McMeeken Centre	10,234.67	140,646.00	130,411.33	92.72%		
Essar Centre	168,553.14	612,358.41	443,805.27	72.47%		
Northern Community Centre	(71,116.20)	(48,139.43)	22,976.77	(47.73%)		
Outdoor Pools/ Misc Concessions	13,200.59	116,771.31	103,570.72	88.70%		
Accessibility	27,129.61	218,770.90	191,641.29	87.60%		
Administration	227,764.95	951,557.96	723,793.01	76.06%		
Daycare	19,696.90	0.00	(19,696.90)			
Locks	326.44	44,050.31	43,723.87	99.26%		
Cemetery	(28,359.24)	114,144.94	142,504.18	124.84%		
Transit	1,260,403.93	5,887,359.66	4,626,955.73	78.59%		
School Guards	60,305.43	299,290.00	238,984.57	79.85%		
Community Adj Committee	186.62	444,656.00	444,469.38	99.96%		
Parking	(43,445.42)	72,002.24	115,447.66	160.34%		
Administration	137,565.42	636,373.39	498,807.97	78.38%		
	2,014,425.33	13,239,684.46	11,225,259.13			

LEVY BOARDS

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

FISCAL YEAR REMAINING%	YTD Actual	Budget 2018	Variance	Percentage Budget-Rem 75%	2017 Actual To: March	2017 Actual Year End
REVENUE						
EXPENDITURES						
Grants to others	$5,118,155.25	$20,824,139.00	$15,705,983.75	75.42%	**$5,055,476.50**	**$20,461,965.00**
TOTAL OTHER EXPENSES	**$5,118,155.25**	**$20,824,139.00**	**$15,705,983.75**	**75.42%**	$5,055,476.50	$20,461,965.00
	$5,118,155.25	$20,824,139.00	$15,705,983.75	75.42%	**$5,055,476.50**	**$20,461,965.00**
NET (REVENUE)/EXPENDITURE	**$5,118,155.25**	**$20,824,139.00**	**$15,705,983.75**	**75.42%**	**$5,055,476.50**	**$20,461,965.00**

OUTSIDE AGENCIES - MAIN

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

FISCAL YEAR REMAINING%	YTD Actual	Budget 2018	Variance	Percentage Budget-Rem 75%	2017 Actual To: March	2017 Actual Year End
REVENUE						
Fees and user charges	($2,334.00)		$2,334.00	0.00%		
Government grants	($21,265.50)		$21,265.50	0.00%	**($22,190.30)**	**($161,299.80)**
	($23,599.50)	$0.00	$23,599.50	0.00%	**($22,190.30)**	**($161,299.80)**
EXPENDITURES						
Grants to others	$6,847,433.31	$28,497,524.14	$21,650,090.83	75.97%	**$6,894,960.67**	**$28,695,705.81**
Transfer to own funds		$80,000.00	$80,000.00	100.00%		**$303,802.40**
TOTAL OTHER EXPENSES	**$6,847,433.31**	**$28,577,524.14**	**$21,730,090.83**	**76.04%**	$6,894,960.67	$28,999,508.21
	$6,847,433.31	$28,577,524.14	$21,730,090.83	76.0%	**$6,894,960.67**	**$28,999,508.21**
NET (REVENUE)/EXPENDITURE	**$6,823,833.81**	**$28,577,524.14**	**$21,753,690.33**	**76.12%**	$6,872,770.37	$28,838,208.41

OUTSIDE AGENCIES - OTHER

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

FISCAL YEAR REMAINING%	YTD Actual	Budget 2018	Variance	Percentage Budget-Rem 75%	2017 Actual To: March	2017 Actual Year End
REVENUE						
Fees and user charges	($35,272.32)	($120,000.00)	($84,727.68)	70.61%	**($47,937.26)**	**($132,664.94)**
Contribution from own funds	($123,775.00)	($80,000.00)	$43,775.00	(54.72%)		**($88,443.30)**
	($159,047.32)	($200,000.00)	($40,952.68)	20.48%	**($47,937.26)**	**($221,108.24)**
EXPENDITURES						
Materials and supplies	$16,446.55	$200,000.00	$183,553.45	91.78%	**$38,996.63**	**$221,108.25**
Grants to others	$474,816.50	$1,482,056.00	$1,007,239.50	67.96%	**$434,705.51**	**$2,091,838.89**
TOTAL OTHER EXPENSES	**$491,263.05**	**$1,682,056.00**	**$1,190,792.95**	**70.79%**	**$473,702.14**	**$2,312,947.14**
	$491,263.05	$1,682,056.00	$1,190,792.95	70.79%	**$473,702.14**	**$2,312,947.14**
NET (REVENUE)/EXPENDITURE	**$332,215.73**	**$1,482,056.00**	**$1,149,840.27**	**77.58%**	**$425,764.88**	**$2,091,838.90**

EDF

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

FISCAL YEAR REMAINING%	YTD Actual	Budget 2018	Variance	Percentage Budget-Rem 75%	2017 Actual To: March	2017 Actual Year End
REVENUE						
Contribution from own funds			$0.00	0.00%		**($318,624.20)**
	$0.00	$0.00	$0.00	0.00%	**$0.00**	**($318,624.20)**
EXPENDITURES						
Materials and supplies	$91.58		($91.58)	0.00%	**$708.73**	**$318,624.20**
Transfer to own funds		$500,000.00	$500,000.00	100.00%		**$500,000.00**
TOTAL OTHER EXPENSES	**$91.58**	**$500,000.00**	**$499,908.42**	**99.98%**	**$708.73**	**$818,624.20**
	$91.58	$500,000.00	$499,908.42	99.98%	**$708.73**	**$818,624.20**
NET (REVENUE)/EXPENDITURE	**$91.58**	**$500,000.00**	**$499,908.42**	**99.98%**	**$708.73**	**$500,000.00**

CORPORATE FINANCIALS

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

	YTD	Budget	Variance	Percentage Budget-Rem	2017 Actual To:	2017 Actual
FISCAL YEAR REMAINING%	Actual	**2018**		75%	**March**	**Year End**
REVENUE						
Taxation	($54,581,839.58)	($113,241,817.65)	($58,659,978.07)	51.80%	**($52,322,361.66)**	**($112,328,695.03)**
Payment in Lleu of taxes	($504,976.90)	($4,160,860.00)	($3,655,883.10)	87.86%	**($471,873.56)**	**($4,541,861.40)**
Fees and user charges	($3,118,417.80)	($13,606,980.00)	($10,488,562.20)	77.08%	**($2,888,713.35)**	**($11,896,833.41)**
Government grants	($3,863,800.00)	($15,455,200.00)	($11,591,400.00)	75.00%	**($3,833,750.00)**	**($15,335,000.00)**
Interest and Investment income	($1,538,178.01)	($4,305,000.00)	($2,766,821.99)	64.27%	**($581,163.85)**	**($4,951,129.41)**
Contribution from own funds			$0.00	0.00%		**($683,672.26)**
Other income	($2,844.56)	($1,400,000.00)	($1,397,155.44)	99.80%	**($75,860.31)**	**($3,846,993.12)**
Change in future employee benefits			$0.00	0.00%		**$171,251.36**
	($63,610,056.85)	($152,169,857.65)	($88,559,800.80)	58.20%	**($60,173,722.73)**	**($153,412,933.27)**
EXPENDITURES						
Salaries			$0.00	0.00%	**$75.34**	**$157.74**
Benefits	$10,000.00	$20,000.00	$10,000.00	50.00%	**$4,000.00**	**$14,000.00**
TOTAL SALARIES/BENEFITS	**$10,000.00**	**$20,000.00**	**$10,000.00**	**50.00%**	**$4,075.34**	**$14,157.74**
Materials and supplies	$20,830.35	$301,930.00	$281,099.65	93.10%	**$6,453.67**	**$263,199.38**
Financial expenses			$0.00	0.00%		**($108,346.48)**
Purchased and contracted services	$429.21	$7,000.00	$6,570.79	93.87%	**$11,753.95**	**$38,332.67**
Grants to others	$119,615.01	$478,460.00	$358,844.99	75.00%	**$119,615.01**	**$479,323.76**
Transfer to own funds	$610,080.00	$9,987,592.00	$9,377,512.00	93.89%		**$13,779,537.32**
TOTAL OTHER EXPENSES	**$750,954.57**	**$10,774,982.00**	**$10,024,027.43**	**93.03%**	**$137,822.63**	**$14,452,046.65**
	$760,954.57	$10,794,982.00	$10,034,027.43	92.95%	**$141,897.97**	**$14,466,204.39**
NET (REVENUE)/EXPENDITURE	**($62,849,102.28)**	**($141,374,875.65)**	**($78,525,773.37)**	**55.54%**	**($60,031,824.76)**	**($138,946,728.88)**

CAPITAL LEVY & DEBT

2018 - FIRST QUARTER ENDED
MARCH 31, 2018

FISCAL YEAR REMAINING%	YTD Actual	Budget 2018	Variance	Percentage Budget-Rem 75%	2017 Actual To: March	2017 Actual Year End
REVENUE						
Fees and user charges	($34,353.29)	($350,000.00)	($315,646.71)	90.18%	**($98,779.70)**	**($351,382.43)**
	($34,353.29)	($350,000.00)	($315,646.71)	90.18%	**($98,779.70)**	**($351,382.43)**
EXPENDITURES						
Long term debt	$1,089,530.07	$3,252,490.00	$2,162,959.93	66.50%	**$1,098,152.03**	**$3,243,871.52**
Transfer to own funds		$6,242,580.00	$6,242,580.00	100.00%		**$6,264,083.26**
TOTAL OTHER EXPENSES	**$1,089,530.07**	**$9,495,070.00**	**$8,405,539.93**	**88.53%**	$1,098,152.03	$9,507,954.78
	$1,089,530.07	$9,495,070.00	$8,405,539.93	88.53%	**$1,098,152.03**	**$9,507,954.78**
NET (REVENUE)/EXPENDITURE	**$1,055,176.78**	**$9,145,070.00**	**$8,089,893.22**	**88.46%**	**$999,372.33**	**$9,156,572.35**

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Corporate Services**

RE: **2018 Capital Priorities from Surplus**

PURPOSE

The purpose of this report is to seek Council approval of unfunded 2018 Capital Budget Priorities from the 2017 surplus allocated to capital reserves.

BACKGROUND

The Surplus Management Policy provides for the distribution of any operating surplus. Per the Policy, the 2017 surplus of $3.3 million provided for $998,000 to capital reserves. These funds were placed in the Asset Management Reserve in 2017.

The 2018 Capital Budget recommendations from staff were the result of a capital prioritization, thus allocating the limited resources to the highest priority items. Items that did not get funded are reflected in Appendix A, along with their rankings. Capital Road project funding will be addressed in a separate report once tendering for the 2018 projects is completed.

ANALYSIS

The Senior Management Team reviewed the capital priorities for 2018 that were unfunded and are recommending that the 2017 surplus allocated to the Asset Management Reserve of $998,000 be utilized to address several key priorities.

1. Ice Resurfacer $112,000

   The ice resurfacer was removed from the capital from current recommendation during 2018 Capital Budget deliberations. The existing ice resurfacer is from 1996 and well beyond its service life. Ongoing maintenance is becoming extremely expensive due to the age and wear of the unit.

It should be noted that this resurfacer is an older carborated unit versus a fuel injected unit and has higher emissions. It was moved from the McMeeken arena to the Essar Centre where improved ventilation is addressing the emission component at present

2. Snow Dump Project $650,000
   The City requires an additional snow dump property to accommodate the snow removal from the P-Patch area along with a portion of the central part of the City.

These two capital priorities total $762,000. Staff recommends the following options for Council's consideration for the remaining $236,000:

Fund remainder of Splash Pad project	$100,280
And/Or	
Increase road resurfacing for 2018	$ 135,720 - $236,000

Council may also wish to carryover the balance to the 2019 Capital Budget to address the priorities identified at that time.

FINANCIAL IMPLICATIONS
The staff recommended projects totalling $762,000 will be funded from the Asset Management reserve allocation from the 2017 surplus. Additional options at the direction of Council for $236,000 would also be funded from the same source.

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 Chief Financial Officer & Treasurer date May 14, 2018 regarding 2018 Capital Budget Priorities from the 2017 surplus be received; and that the Ice Resurfacer for $112,000 and the Snow Dump Project for $650,000 be funded from the Asset Management Reserve be approved; and that Council provide direction for the $236,000 balance of the surplus allocated to capital reserves.

Respectfully submitted,

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

THE CORP. OF THE CITY OF SAULT STE MARIE
CAPITAL PRIORITIZATION
2018

Prioritized but unfunded:

	Rank #		**Unfunded Amt**
Zamboni	5	112,000	
Snow Dump	12	650,000	
			762,000

Prioritized but recommended to be deferred:

	Rank #		
Greco Pool Filter System Replacement	17	32,000	
Fire- Tanker Replacement	18	425,000	
PWES PWT - Water main Repair at PWT	19	375,000	
Queen St. Tree Replacement and Streetscaping	20	3,500,000	
PWES Traffic - Replace Overhead Red Flashing Lights	21	50,000	
PWES Landfill - Emerg. Access Gate	22	23,000	
Bellevue Marina Docks	23	242,000	
Repair Outdoor Pool Basins	24	28,000	
PWES Traffic - Paving Stone Boulevard	25	250,000	
Data Backup Solution	26	60,000	
Assessment Study for Gateway Signature Park	27	185,000	
Scissor Lift John Rhodes	28	19,000	
Millennium Fountain - Replacement	29	450,000	
Memorial Tower	30	182,500	
			5,821,500

Other:

Splashpad	**100,280**
Total Unfunded	**6,683,780**

Available funding:

2017 Surplus Allocation to Capital	**997,999**

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Corporate Services**

RE: **2018 Property Tax Capping Options**

PURPOSE

Municipalities in Ontario are required to pass a by-law annually to adopt optional tools for the purposes of administering limits for the non-residential tax classes. The purpose of this report is to seek Council approval of the by-law.

BACKGROUND

In 1998, the Province of Ontario introduced the Tax Capping program to protect commercial, industrial and multi-residential properties from significant property tax increases. This program limits or “caps” tax increases at 5% due to changes in property value.

Capping limits landowners from paying the full amount of taxes based on the assessed value of the property. When properties experience a decline in property value, which would normally lead to a decrease in property tax, the capping program “claws back” from them to fund the revenue shortfall resulting from the capping limit placed on property experiencing an increase in value. In other words, decreasing property owners do not receive their full benefit, as they must forgo a portion of their decrease in order to fund the increasing properties’ cap on their tax increase. If there is not enough room in the properties being clawed back to finance the capped properties then a shortfall occurs which is funded by general revenue, reserves or all the other classes.

The caps established are not intended to be permanent. The ultimate goal is eventually to have all properties at their Current Value Assessment (CVA). This objective can often be undone following a reassessment. The Province has added additional tools to assist municipalities reaching the objective of CVA and thus exit from capping permanently. Generally, this will involve shifting the tax burden among properties within the affected property tax class.

ANALYSIS

In setting the objectives and tax capping options it should be recognized that properties with assessment increases will also have protection from large assessment increases by the four year phase-in of assessment increases, as well as by capping. It should also be noted that tax ratios are systematically decreasing the tax burden in the industrial and commercial sector due to levy restriction. Also in 2018 the multi-residential tax ratio was reduced to within the range of fairness, further decreasing the tax burden in that class.

Staff's objectives in establishing the capping options were:

- To utilize tools that will assist in reaching the goal of CVA tax and thus exit capping in the non-residential property classes in the near future (ie. A greater percentage of properties will reach CVA)
- To find an acceptable balance to allow decreasing properties to realize their tax decrease while not transferring excessive burden in one year to increasing properties
- Mitigate shortfalls in financing capped properties from the claw back properties

Currently, Sault Ste. Marie's Industrial, Commercial and Multi-residential classes are capped. The following options may be used singularly or in combination with other options:

- The amount of the cap can be increased up to 10%, from the current 5%, of the prior year capped taxes
- A minimum cap of 5% of the prior year CVA tax can be implemented
- Properties that would receive a cap credit of $250 or less can be moved directly to CVA tax
- Properties that would be subject to a clawback of $250 or less can be moved directly to CVA tax
- Exempt properties from the capping calculation where the previous year's capped taxes for the property equal to the uncapped taxes for that year (CVA tax)
- Exempt properties from the capping calculation where the previous years capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes or vice-versa.

In previous years the options utilized for all classes typically were a minimum 5% cap with a cap/clawback cap of $250. Continuing to use this practice and not utilize the options differently in each property classes will not help obtain the objective of reaching CVA. Included in Appendix A is a comparison of the base scenario, which is the options used in previous years, to the recommended option for each class for 2018.

The recommended options for the Mulit-residential and Commercial classes will bring both very close to exiting capping. The Mutli-residential class will have only 18 properties affected by capping versus 65 if the base scenario is used. All the remaining properties will be at CVA tax. The decreasing properties will also retain 92.2% of their decrease versus only 70.5% in the base scenario. The Commercial class will have 556 properties affected by capping versus 737 under the base scenario. The decreasing properties in this class will retain 50.7% of their decrease versus only 4.9% under the base scenario.

The recommended options for the Industrial class will remain at the base scenario of the minimum 5% cap tax increase with a $250 cap threshold. Utilizing other options did not significantly change the total clawback amount or the decrease retained but did affect individual properties by transferring significant tax burden from the tax decreasers.

The recommended options are reflected in By-law 2018-84 which staff is seeking Council approval.

FINANCIAL IMPLICATIONS

The setting of property tax capping options does not affect the levy requirement for 2018. The only implication is the distribution of the non-residential class share of the levy amongst the properties in each individual class.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to 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 May 14, 2018 concerning the 2018 Property Tax Capping Options be received and that the recommended capping options be approved.

The relevant By-law 2018-84 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



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

THE CORPORATION OF THE CITY OF SAULT STE MARIE
TAX CAPPING OPTION - 2018

APPENDIX A

	Multi Residenital		Commercial		Industrial
	Base	Recommended	Base	Recommended	Base (Recommended)
Annualized Tax Limit	5%	10%	5%	5%	5%
Prior Year CVA Tax Limit	0%	5%	0%	5%	0%
CVA Tax Threshold - Increasers	$ 250	$ 500	$ 250	$ 250	$ 250
CVA Tax Threshold - Decreasers	$ 250	$ 500	$ 250	$ 250	$ 250
Exclude Properties Previously at CVA Tax	No	Yes	No	Yes	No
Exclude Properties that Move from Capped to Clawed Back	No	Yes	No	Yes	No
Exclude Properties that Move from Clawed Back to Capped	No	Yes	No	Yes	No
Exclude Reassessment Increase	No	Yes	No	Yes	No
Clawback (%Claw)	29.5%	7.8%	95.1%	49.3%	79.3%
Decrease Retained (%Decr)	70.5%	92.2%	4.9%	50.7%	20.7%
Clawback Amount	$ 48,743	$ 6,104	$ 1,308,485	$ 632,084	$ 1,347,636
Net Class Impact	$ (70)	$ -	$ -	$ -	$ -
Capped/Protected by Annualized Tax Limit	33	12	261	0	116
Capped/Protected by CVA Tax Limit	0	0	0	224	0
Tax Above CVA Tax due to Clawback	32	6	476	332	10
Total Subject to Capping	65	18	737	556	126

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Corporate Services**

RE: **2019 Budget Update**

PURPOSE

The purpose of this report is to provide Council an update for the 2019 Budget regarding budget impacts to date and the budget timeline.

BACKGROUND

Council passed the following resolution at its January 8, 2018 meeting:

Whereas it is the will of City Council to rely upon the expertise of staff to provide timely reports that include information as to where Council can look for greater efficiencies or new sources of revenue in both mandatory and discretionary services; and

Whereas Council needs to know the current state of City operations related to potential efficiencies that could result in greater savings such as, but not limited to, areas of technology that could streamline operations and result in better customer service and reduced cost of service delivery and what costs might be incurred in the short term for a longer term benefit; and

Whereas under the new direction to staff during this term of City Council budget tracking and preparation takes place throughout the year and is reported to City Council; and

Whereas this approach has enabled staff to prepare "real time" budgeting that has had various options presented to Council throughout the year; and

Whereas changes that impact the budget both positively and negatively can occur throughout the operating year, such as, but not limited to, changes in other funding sources (eg. OMPH this year higher than budgeted), legislative changes such as minimum wage or cost of materials essential to operations such as fuel, hydro, etc.; and

Whereas City Council strongly directs staff to prepare a list of specific items within the current overall operation of the City that can reduce the levy by identifying a better and less costly way of delivering the service – mandatory or discretionary or through identifying increased sources of revenue

Now Therefore Be It Resolved that this information be provided to Council in the form of a quarterly report in order to implement any possible change in whole or in part immediately and clearly in time for the final budget for the following year.

Annually the Finance Committee reviews the Budget Timeline and provides input and recommendations. The Finance Committee met on April 25, 2018 and the operating and capital budget timelines reviewed are attached in Appendix A.

ANALYSIS

Council has requested to be informed on a quarterly basis that staff provide a report of items that will impact the following year budget. This report is the first of regular quarterly report to address the Council resolution. Budgetary impacts presented throughout the year provides Council the information required to provide direction to staff prior to the budget deliberations. Appendix B provides a summary of current known 2019 budgetary impacts items in the amount of a $321,300 levy increase, before contractual increases. Note that some amounts have been highlighted that require further analysis to further determine the budget impacts.

FINANCIAL IMPLICATIONS

The 2019 Operating Budget is projected to have an increase of $321,300, prior to contractual increases.

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 Chief Financial Officer & Treasurer date May 14, 2018 regarding 2019 Budget Update be received as information.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355

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2019 BUDGET SCHEDULE

NOTE: 2018 IS ELECTION YEAR - DELIBERATIONS POSTPONED UNTIL NEW COUNCIL (JANUARY 2019)

		Completion Date	
Confirm employee complement/Job Class with HR		June 15/18	Provide to HR by May 1, 2018
Budget input sheets to departments User Fee schedule for update to departments		August 1/18	Calculate employee base salary/benefits. Input to preliminary budgetProduce budget worksheets
Deadline for department budget input sheets Operating Increase Requests (service level and contractual) Submission of User Fees by departments		Sept 1/18	Review and adjust for resolutions and efficiencies instituted by department/ other adjustments. Assess operating increases for adjustment Review draft submissions.
Deadline for outside agency grant applications		Sept 1/18	
Capital Budget preliminary to Council		November 5, 2018	
O/S Agency presentations	TBD	January /19	Election deferral
Deadline to publish preliminary budget		November 20/18	Presentation to Council December 10, 2018. Delayed from November due to election
Preliminary Budget to Council User Fees	TBD	January /19	Election deferral
Budget deliberation	TBD	January /19	Election deferral - tentatively in last two weeks of January, 2019

Post Budget Approval

Tax Policy Analysis and Options	March, 2019	
Rate and Levy Setting, including capping options	April, 2019	

2019 CAPITAL BUDGET SCHEDULE

Capital Request Doc/Template & Evaluation Matrix to Finance Committee	April 25/18	
Capital Request Documents to departments	May, 2018	
Deadline for submissions	July 6/18	
SMT evaluations deadline	Sep, 2018	
SMT priority session(s)	Oct, 2018	
Staff capital priority recommendations to Council	Nov 5/18	(tentative)
Budget deliberation	Jan, 2019	

(+) - levy increase (-) - levy decrease

SERVICE AREA	Contractual	Other	Council Resolution	Notes
Police Services	215,000			Contract with Prince Township cancelled effective Jan 1/19. Service transferred to OPP
Corporate		(85,000)		OHIP Children and Youth Pharmacare Effective Jan 1/18. Not included in 2018 budget. Estimate to be refined as trends become apparent.
Legal	(346,005)			Insurance RFP renewal savings. Assumes no increase in claims paid budget.
Legal		100,000		Insurance settlement 5 year trend budget shortfall
Corporate				ESA minimum standard for on call (3 hours for 24 hour period) or new standby policy
O/S Agency-Library		280,000		Full year opening of Northern Branch-reinstatement of budget from Churchill branch close. Excludes potential contractual increases.
Traffic Light Energy Savings		(60,000)		Energy review by PW revealed overcharge for traffic lights. 2018 Budget was increased by $50,000 based upon estimated electricity increase.
Retiree Benefits	150,000			Retiree contractual health care benefits. Includes Police Services Board. Estimate to be refined once forecast completed.
Provincial Funding-Cannabis Implementation		-		Municipal funding from excise tax on cannabis sales through Province for two years to assist in implementation costs. $40 million over 2 years allocated based upon households. Additional costs anticipated which will offset grant.
Humane Society Purchased Service Agreement	24,150		9-Apr-18	Minimum wage adjustment.
	43,145	235,000	43,199	

Total	**321,344**

Impact required or outstanding

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Searchmont Ski Association Inc. Loan Guarantee Renewal Request**

PURPOSE

The purpose of this report is to request that Council renew its support of the Searchmont Ski Association Inc. (SSAI) and extend the existing commitment for a $100,000 loan guarantee for the term of May 1, 2018 to May 1, 2019. The money, used as collateral, enables Searchmont Ski Association Inc. to access a line of credit from its financial institution, which provides working capital during the off-season to undertake required maintenance.

BACKGROUND

On December 2, 2013, City Council passed a resolution to allocate $100,000 from the Economic Development Fund (EDF) to the Sault Ste. Marie Economic Development Corporation (SSMEDC), to serve as collateral in support of the City's loan guarantee for a SSAI line of credit. This Council also committed to renew the loan guarantee period from January 1, 2014 to December 31, 2016, and once again from January 1, 2017 to May 18, 2018. In the last agreement these funds were transferred to and currently remain with the SSMEDC.

This resolution was consistent with the City Council's approval of previous SSAI loan guarantee arrangements, which have been in place with the City and SSAI since 2007 and periodically renewed. However, it should be noted that the EDF collateral has never been spent, as revenues from the ski and snowboard season has allowed the resort to repay its line of credit year after year.

ANALYSIS

SSAI is an independent not-for-profit Corporation, which leases and operates the Searchmont resort for the purposes of providing our community a unique, outdoor recreational facility for families and outdoor enthusiasts of all ages and abilities. Searchmont is recognized as Northern Ontario's number one community

operated snow sport and winter tourism attraction by offering some of the best snowboarding, snowshoeing, downhill, and cross-country skiing in the Midwest.

The largest ski hill in the Midwest, Searchmont provides a number of benefits to the community including a fun and health activity for area residents. Searchmont is a valuable attraction and asset for our community and is also a key tourism driver for Sault Ste. Marie during the winter months. The resort attracts a significant number of visitors who inject money into the local economy. As well, it employs between 80 - 90 people and has an operating budget of around $1.5 million, almost all of which is spent in Sault Ste. Marie and the surrounding area.

Searchmont is home to the Searchmont Ski Runners (SSR), a first-class ski racing program that houses between 45 – 50 kids each season. Searchmont has been host to multiple regional, provincial and national sporting competitions attracting countless visitors to our area over the years. This summer, in August 2018, the Resort will become a key host venue for the first annual Sault Ste. Marie Crank the Shield event; a 3-day extreme mountain bike stage race. In 2019, Searchmont will be the host venue for the 2019 Ontario Special Olympics Winter Games for both the on hill and off hill sporting events.

Following the purchase of the resort in 2014 by the Sault Ste. Marie Economic Development Corporation (SSMEDC), the SSAI Board of Directors was restructured and has since been making numerous improvements to resort operations. It has worked closely with the SSMEDC, the Northern Ontario Heritage Fund and FedNor to invest in capital improvements and new equipment to improve the facility's skiing and snowboarding infrastructure, thereby enhancing the visitor experience.

Recent Undertakings:
Directors from both the SSAI and SSMEDC have spent countless hours of volunteer time and effort, to help improve the facility's financial outlook, infrastructure, and user experience, while seeking to optimize board governance and leadership.

The EDC's $1.5 million government-funded Searchmont capital program has undertaken the following (to date):

- Ski slope remediation program to reduce erosion, landscape ski trails and other physical measures that reduce the cost of snowmaking and improve the quality of the skiing areas;
- A program to repair and replace snowmaking infrastructure;
- Acquisition of heavy-duty groomers and other required equipment;
- Replacement of building roofs and ski lift buildings;
- Rebuilding the Quad chairlift to provide renewed access to other ski runs.

In addition to supporting these undertakings and in partnership with Tourism Sault Ste. Marie and other partners, an aggressive marketing program has been implemented, including social media and the promotion of Sault Ste. Marie ski packages, to attract visitors from regional and US markets.

The 2017/2018 ski season has provided an impressive number of ski days with the last day open to the public being April 22, 2018. The 2017/2018 budget was prepared to operate on a break-even basis and 35,000 skiers were budgeted for.

In preparing for the 2018/2019 ski season, it is vital that a line of credit be in place to do the necessary preparatory work to get the facility open in the fall when revenues are at their lowest. Without this line of credit, SSAI would not be able to open the resort. This would have a severe impact on our community, Tourism SSM, the Searchmont Ski Runners program and Alpine Ontario Alpin, all of whom have provided letters of support that are attached to the report.

The SSMEDC has made a commitment to sell Searchmont resort and listed the property for sale in September 2017. Should the property be sold during the term of the loan guarantee, the agreement will dissolve and funds will be returned to the City's Economic Diversification Fund.

FINANCIAL IMPLICATIONS
The $100,000 in funds was previously transferred by the City of Sault Ste. Marie from the Economic Diversification Fund to the SSMEDC, and is set aside as collateral for the RBC/SSAI line of credit.

The current request asks for renewal of this commitment.

STRATEGIC PLAN / POLICY IMPACT
This matter aligns with the City's Corporate Strategic plan in the Focus Areas of Maximizing Economic Development and Investment, and Promote Quality of Life Advantages.

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

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 04 23 be received and the recommendation that the $100,000 previously transferred by the City of Sault Ste. Marie from the Economic Diversification Fund, to the Sault Ste. Marie Economic Development Corporation, (to be set aside as collateral for the RBC/SSAI line of credit), be renewed for the period of May 1, 2018 to May 1, 2019 or until such time as the Sault Ste. Marie Economic Development Corporation has divested itself of the asset, at which time the funds will be returned to the Economic Diversification Fund.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services

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April 23, 2018

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

From: **Robert Reid, President and Chair, Sault Ste. Marie Economic Development Corporation**

Re: **Searchmont Loan Guarantee Renewal**

On behalf of our Board of Directors, I am writing this letter of support for the renewal of Searchmont Resort's loan guarantee from the Economic Development Fund (EDF) of the City of Sault Ste. Marie. The money, used as collateral, enables Searchmont Ski Association Inc. to access a line of credit from its financial institution, which provides working capital during the off-season to undertake required maintenance.

The largest ski hill in the Midwest, Searchmont provides a number of benefits to the community. It offers a fun and health activity for area residents. The resort also attracts a significant number of visitors who inject money into the local economy. As well, it employs more than 100 people and has an operating budget of around $1.5 million, almost all of which is spent in Sault Ste. Marie and the surrounding area.

The EDF loan guarantee from the municipality enables this economic benefit. For the past number of years, the City of Sault Ste. Marie has supported Searchmont through a loan guarantee. However, it should be noted that the EDF collateral has never been spent, as revenues from the ski and snowboard season has allowed the resort to repay its line of credit year after year.

The Sault Ste. Marie Economic Development Corporation supports the renewal and commitment of City EDF funds. With the current term expiring on May 1, 2018, we are supporting Searchmont's request to City Council for the municipality to renew the term of the $100,000 loan guarantee for another year, from May 1, 2018 to May 1, 2019.

Regards,

Robert Reid, P.Eng., MBA
President and Chair of the Board of Directors
Sault Ste. Marie Economic Development Corporation

99 Foster Drive . Level Three . Sault Ste. Marie, Ontario . Canada . P6A 5X6 . Tel: 705.759.5432 . 1.800.461.6020 . Fax: 705.759.2185 **info@ssmedc.ca . www.sault-canada.com**

Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION | TOURISM Sault Ste. Marie a division of the SSMEDC | BUSINESS Sault Ste. Marie a division of the SSMEDC

Searchmont Ski Resort
103 Searchmont Resort Road
Searchmont, ON P0S 1J0

RE: Letter of Support for Searchmont Resort

To Whom It May Concern:

On behalf of Tourism Sault Ste. Marie and our private sector partners, please accept the following letter of support for Searchmont Resort.

Searchmont Resort offers a mountain unparalleled in the north, boasting a height of over 700 feet and 100 acres of vertical terrain. As such, Searchmont is a valuable attraction and asset for our community and is a key tourism driver for us during the winter months. Tourists from across the province and throughout Michigan travel to Sault Ste. Marie annually to enjoy and outstanding skiing and snowboarding experience. In an effort to increase visitation and enhance the consumer experience, Tourism Sault Ste. Marie offers a seamless reservation process by offering accommodations and ticket packages through our convenient online system Meridian.

The resort's operations have continuously provided a significant economic boost for Sault Ste. Marie since its inception over 50 years ago. Searchmont has been home to multiple regional, provincial and national sporting competitions attracting countless visitors to our area over the years. This summer, in August 2018, the Resort will become a key host venue for the first annual Sault Ste. Marie Crank the Shield event; a 3 day extreme mountain bike stage race. In 2019, Searchmont will be the host venue for the 2019 Ontario Special Olympics Winter Games for both the on hill and off hill sporting events. These two events alone will induce an impact of over $500,000 to our community and are primary examples of the role Searchmont plays in attracting major sporting events to our area.

For these, and a multitude of other reasons, we are pleased to offer our support to Searchmont Resort and their ongoing efforts to enhance and develop our primary winter attraction.

Best Regards,

Ian McMillan
Executive Director
Tourism Sault Ste. Marie

SAULT STE. MARIE Ontario Canada



Thursday, April 5th, 2018

Mr. Mayor, members of City Council and Representatives of the Economic Development Corporation:

The Searchmont Ski Runners (SSR) are proud to have a mutually beneficial partnership with Searchmont Resort, and together have supported the sport of ski racing for decades. Despite many changes to the organizations over that period we have successfully worked together to provide a first-class alpine ski racing program that is recognized throughout our Province, and beyond.

Searchmont is considered as one of the best ski hills in Ontario based on its natural terrain and accommodating atmosphere. Ski clubs across Ontario and the U.S. regularly travel to Searchmont for training and races, including the highly regarded, annual Mealey Classic. "The Mealey" was added to the regular Ontario Cup (O-Cup) schedule two years ago by Alpine Ontario.

Moreover, Searchmont was selected to host three Provincial races in the past four years alone, which is considered a privilege, despite the immense organizational commitment by local volunteers. Through mutual co-operation these races bring close to 200 ski racers, coaches and families to the local community, in addition to generating valuable revenue for the Resort, our club, and many local businesses.

SSR's longstanding relationship with Alpine Ontario has been fostered over the years, and participation in local races continues to grow. Our races are considered amongst the best run races in the Province. We have recently been approached to host a National Championship. Additionally, when Sault Ste Marie hosts the Special Olympics in 2019, it will undoubtedly once again shine light on this spectacular ski destination!

Over the years, ski clubs at Searchmont have graduated several athletes to National levels. These include gold medalist and Paralympian, Mac Marcoux, two time Olympian Brigitte Acton, 1994 Canadian Downhill Champion John Mealey, Lise-Marie Acton, and Bob Real. Bob's brother Bill who was also a racer with the club went on to a career in coaching which included time with the women's National Team, and today, is one of our many dedicated coaches.

Our Searchmont Ski Runners organization continues to be primarily run by volunteers. Many of our Club's current volunteers span generations, like the Real's and the Acton's. Today, individuals like Jeff Priddle, who was recognized as Alpine Ontario's 2017 Volunteer of the Year, represent only one of many selfless and committed community members that enable us to showcase the Resort, run first class races at our local ski hill and in turn, encourage business to the hill and the community. Also, Peggy and George Green (both of whom have passed away) were excellent examples of lifetime volunteers and continue to inspire our athletes.

Searchmont is a natural and very important community asset unique to Northern Ontario. It continues to grow the sport of alpine ski racing and recognizes the value of the family orientated sport of recreational skiing in a city where winter can be embraced as a wonderful season to be enjoyed.

With appreciation and on behalf of the Board of Directors,



Mike Schikofsky - President
Searchmont Ski Runners (SSR)

Letter of Support
Searchmont Ski Association March-28-18

Alpine Ontario Alpin (AOA) has a long history of sport with the Searchmont Ski Resort, and their host ski club the Searchmont Ski Runners. Searchmont represents the hub of the Northern Ontario Division – it is one of four alpine divisions that exist under the Provincial Sport Organization of Alpine Ontario Alpin. Searchmont is one of the 40 member Alpine Clubs that make up the sport of alpine ski racing in Ontario. Ontario in turn is a member of the National Sport Organization (NSO) Alpine Canada Alpin, based in Calgary. Athletes must progress from a ski club, to a ski team with their PSO to be considered for their National Team and compete for Canada. An example of one such athlete who is from Searchmont is Brigitte Acton who addresses the over 250 athletes and coaches two weeks during the event banquet for the 2018 Mackenzie Investments OCUP Finals two weeks ago. Other National team athletes to come from Searchmont include Bob Real and John Mealey.

Ski racing is a unique sport in that it provides families with programs that can be enjoyed from the early age of 3 or 4, to the old age of 80, or even 90 years of age. It is also one of the few sports that include the entire family whereby parents can ski with their kids, and parents can volunteer to host the ski races. Searchmont is a leader in the AOA family. Not only does it embody the 'family values' of this sport including fair-play, hard work, team work and perseverance, it is one of the key clubs in the AOA system with engaged members at all ages of the sport. At Searchmont you will see grandparents working on the various lodges and terrain (Brian Mealey), parents coaching and running the races (Mike Shikofsky, President of the club) and (45-50) children in the race program.

The benefits of Searchmont to the ski racing community in Ontario is the vast terrain that challenges athletes from U10 all the way to the Masters level as well the community of people that are involved in both developing the sport but also the hosting and operating of big events.

Alpine Ontario is fully supportive of Searchmont and looks forward to many more years of a close working relationship.

Yours in sport,



Scott Barrett,
Alpine Ontario Executive Director

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, May 7, 2018
Russ Ramsay Board Room – Third Level – Civic Centre
11:30 am.

CLOSED SESSION

AGENDA ITEM 4.2

Moved by: Don Mitchell

Seconded by: Bill Freiburger

Whereas the $100,000 allocation from EDF to guarantee a line of credit for the Searchmont Ski Association Inc. (SSAI) expires on May 1, 2018;

Whereas SSAI is requesting City Council to extend the EDF guarantee until May 1, 2019;

Where as City Council requires a letter of support and Sault Ste. Marie Economic Development Corporation (SSMEDC) Board resolution;

Be it resolved that the SSMEDC Board of Directors requests City Council to extend the existing EDF loan guarantee to May 1, 2019. CARRIED.

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Community Development and Enterprise Services**

RE: **Request for Financial Assistance for National/ International Sports Competitions-Holly Lasante-Power Lifting**

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

ANALYSIS

The attached application was received from Holly Lasante for a financial assistance grant to attend the World Classic Power Lifting Championships to be held June 5th – 17th, 2018 in Calgary, Alberta. The Parks and Recreation Advisory Committee reviewed the application at their meeting on April 3rd, 2018 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: B. Lindsay
Seconded by: M. Kontulainen

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Holly Lasante for financial assistance for participation in the World Classic Power Lifting Championships to be held June 5th –17th, 2018 in Calgary, Alberta in the amount of $200.00 and that a report be sent to City Council for their approval." ***CARRIED.***

FINANCIAL IMPLICATIONS
The City's Operating Budget provides an annual amount to fund the Financial Assistance for National/International Sports Competition Program. The budget for 2018 is $5,000 and can accommodate this request.

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

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

"Resolved that the report of the Manager of Recreation and Culture dated 2018 05 14 concerning the Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a $200 financial assistance grant for Ms. Lasante's participation at the World Classic Power Lifting Championships to be held June 5th – 17th, 2018 in Calgary, Alberta in the amount of $200.00 be approved.

Respectfully submitted,



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

REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL/INTERNATIONAL SPORTS COMPETITIONS APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:
Correspondence will be directed to this name and address.

Name: Holly Lasante

Address: [redacted]

Sault Ste Marie, ON Postal Code: [redacted]

Phone: [redacted] (H) _____ (W) Fax: _____

Email: [redacted]

Name and Address of Athlete(s): (if different from applicant)
Attach team list to application form if applicable. (athletes only)

Name: _____

Address: _____

_____ Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

World Classic Powerlifting Championships 2018.

Date(s) of Competition:

June 05 - 17 2018

Location of Competition:

Calgary Alberta

Name of Sports Governing Body:

International Powerlifting Federation

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body. APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: $ 200
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

- flight to Calgary

Have you previously requested financial assistance from the City?

No _____ Yes ✓ Amount $ 200 -

If yes, please indicate the year(s):

2018

If this application for funding is approved, the payment cheque should be payable to:

Holly Lesante

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2018 (Year) 03 (Month) 12 (Day)

Name (Applicant)	Title (If applicable)	Signature	Phone Number
Holly Lesante		[redacted]	[redacted]

Name (Club Official)	Title	Signature	Phone Number
Holly Lesante		[redacted]	[redacted]

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:
Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Restaurant/Lounge lease termination at John Rhodes Community Centre**

PURPOSE

The Purpose of this report is to inform Council that the current operator of the Restaurant/Lounge Area for the John Rhodes Community Centre formerly called Centro's Sports Bar and Restaurant has requested to terminate their lease and has since vacated the property on May 5, 2018.

BACKGROUND

The John Rhodes Restaurant operated from 2000 to 2011 as Brody's Sports Bar & Grille. The tenant had signed an extension agreement in 2010 for 5 years, however requested to exit their contract early in May of 2011.

In May of 2011, the City took over operations last minute. It was over the summer months which is a quiet time and ended up costing the City just over $16,000.

In September of 2011, the City entered into a 3 year agreement with a new proprietor to run the John Rhodes restaurant as Chilly Willy's. The tenant did not renew the lease at the end of the contract as it was difficult to run at a profit.

An RFP for the Leasing & Operation of Restaurant/Lounge Area for the John Rhodes Community Centre was sent out on November 24, 2014. Resulting in the City entering into an agreement with a third proprietor (Mr. Sam Rezaiy, operating as Centro's) for a term of five years commencing on July 13th, 2015, and expiring on July 12, 2020.

It was identified in the RFP that renovations estimated to be up to $200,000, needed to be carried out. The proponent noted they were willing to share (50/50) in the renovations and equipment with their portion being high as $100,000.

The tenant has provided notice that the business is operating at a loss and is therefore unable to continue operations for the location.

Mr. Rezaiy indicated all equipment would remain upon closure and has been verified as part of the transition on May 5, 2018.

ANALYSIS

Historically the Restaurant/Lounge typically reduces hours of operation and closes after the year end hockey season which is from May to the beginning of August annually.

City staff proposes to review possible future options for the location that include:

1. City Operation of the location as a Restaurant/Lounge Space
2. RFP for new tenant as a Restaurant/Lounge Space
3. Alternative use of space operated by City (Community Space in Support of Smart Cities initiative, Classroom space, special events etc.)
4. Alternative use of space offered through RFP to interested organizations (i.e., we don't specify that it has to be used as a restaurant/lounge)

All four options will be explored and brought back to Council for approval by the June 25, 2018 Council meeting.

In conjunction with increasing demands for space from a programming perspective it is staff's intent to repurpose a portion of front space of said location. This space will be used as meeting/classroom to expand both hockey academy and seniors programming and/or accommodate a potential SmartCities technology hub. A new door will need to be installed to provide access at a projected cost of $5,000. This represents approximately 754 of the 6000 square feet in leaseable area.

FINANCIAL IMPLICATIONS

Current annual rent for the facility is $26,212 with an additional 6% of monthly Gross Revenues. For the fiscal year ending 2017 the City collected $26,212 in annual rent and another $23,147 for our portion of Gross revenue amounting to a total of $49,359.

In addition, the Tenant pays Annual taxes in the amount of $16,928 to the City (paid in full for 2017). The Tenant is also responsible for cable, internet, phone, and satellite television charges and all Utilities as a part of the Lease agreement.

Front door installation costs of $5,000 will be accommodated under the JRCC existing repairs and maintenance budget.

The 2018 outstanding balance including estimated sales is approximately $32,000. Staff is following up on the collection of the balance owing.

Recommended options for future use of the balance of space will include financial implications to the City.

STRATEGIC PLAN / POLICY IMPACT

Finding a suitable option to continue similar operations supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Maintaining Existing Infrastructure:
  - Preserving and improving the City's assets
- New Infrastructure
  - Infrastructure essential to the City's growth
- Service Delivery
  - Delivering Customer Service for citizens
- Community Development & Partnerships
  - Revitalization of public spaces that create economic growth

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Director of Community Service, Community Development & Enterprise Services dated 2018 05 14 be received as information."

"Resolved that Council authorize City Staff to review options for the use of space with recommendations for approval to be presented at the June 25, 2018 Council Meeting."

Respectfully submitted,



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

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Nancie Scott, Accessibility Coordinator**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Sault Ste. Marie Accessibility Improvement Projects**

PURPOSE

The purpose of this report is to provide Council with information on three accessibility projects being undertaken by the City's Accessibility Advisory Committee (AAC). The first project provides ramps to improve barrier free access to existing buildings. The second identifies publicly available electrical charging stations that can be used by people with electric wheelchairs or other mobility devices. The third includes the installation of additional signage on two sections of the Hub Trail which have steep slopes.

BACKGROUND

The City of Sault Ste. Marie's Accessibility Advisory Committee is appointed by City Council and responsible for ensuring that the City promotes and facilitates a barrier free Sault Ste. Marie for citizens of all abilities in accordance with the Accessibility for Ontarians with Disabilities Act.

The City's Multiyear Accessibility Plan 2016–2020 provides specific direction on eliminating both operational and facility barriers in municipal activities. The City reports every two years to the Accessibility Directorate of Ontario on the compliance of accessibility standards implementation. The Accessibility Coordinator is the City's key staff person on this initiative and works with all City departments.

In conjunction with other agencies, the Accessibility Advisory Committee is undertaking three projects to improve mobility throughout the community.

ANALYSIS

The StopGap Foundation is a national organization which promotes the use of ramps to improve barrier free access to buildings which have a single step between the sidewalk and building entrance. More than 50 buildings in the

downtown have been identified as being able to benefit from using a ramp. Stopgap provides detailed instructions on the construction of ramps which are brightly painted with a slip resistant finish as shown in the photos below. Social Services has agreed to construct up to 24 of these ramps as part of their introduction to carpentry skills training program. These ramps are only placed outside the business when required and stored inside during nonbusiness hours to prevent theft, vandalism or interference with snow removal operations. As the majority of these ramps will be on City property, the Legal Department has prepared a simple waiver for the property owner.



The second program encourages both the private and public sectors to create mobility device charging stations within their facilities. The intent is to create designated welcome areas across the community specifically for people to recharge electric wheelchairs and other mobility devices. These are simply a standard 120 V outlet identified by its blue colour and matching signage as shown below.



The Downtown Association has indicated support for both of these programs and will be assisting by making their membership aware of the opportunity to participate.

The third program involves the placement of signage at the entry points to the Finn Hill – Northern Avenue and Fort Creek sections of the Hub Trail. This signage advises people of the average and maximum slopes in accordance with the Ontario Integrated Accessibility Standards (Ontario Regulation 191/11).

FINANCIAL IMPLICATIONS

There are no additional funds required for these projects. As noted above, the cost of constructing the StopGap ramps is being contributed by Social Services. The cost of purchasing blue electrical outlets and providing signage is minimal and can be taken from the City's Barrier Removal Budget.

STRATEGIC PLAN / POLICY IMPACT

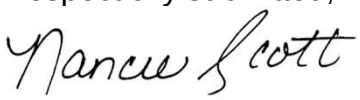
All three of the recommended programs are consistent with all four of the Corporate Strategic Plan's focus areas relating to Quality of Life, Community Development and Partnerships, Infrastructure and Service Delivery.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated 2018 05 14 concerning three accessibility improvement projects be received as information.

Respectfully submitted,



Nancie Scott
Accessibility Coordinator
705-541-7310
n.scott@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Public Works and Engineering Services**

RE: **Huron Street at Wellington Street Intersection – Traffic Signal Removal**

PURPOSE

The purpose of the report is to obtain Council approval to remove the traffic signals at the intersection of Huron Street and Wellington Street West while the intersection is being reconstructed as part of the Fort Creek Aqueduct project that is happening this summer.

BACKGROUND

As Council is aware, the reconstruction of the Fort Creek Aqueduct along Wellington Street West from St. Andrew's Terrace to Carmen's Way is proceeding this summer. Public Works and Engineering Services have reviewed the intersection of Huron Street and Wellington Street to verify if the warrants for traffic signalization are still relevant.

ANALYSIS

On May 3, 2016 warrant studies for both traffic signal and all-way stop control were completed for this intersection. Both studies indicated that signals or all-way stop sign control are not warranted at this location.

Traffic specialist CIMA+ did a review of the intersection as part of the Fort Creek project and confirm that the three legged intersection will function well with stop control on Huron Street. CIMA+'s report did make some suggestions regarding possible restrictions to on-site parking to enhance sight distances which the City should implement.

Since the intersection will require reconstruction due to the Fort Creek Aqueduct replacement, it would be wise to restore the intersection without the traffic signals at this time rather than replace them with new signals.

FINANCIAL IMPLICATIONS
The financial implications related to this approval would be a small project savings of approximately $40,000 as well as an operations and maintenance savings going forward.

STRATEGIC PLAN / POLICY IMPACT
This report is linked to the infrastructure focus area of the strategic plan.

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

Resolved that the report of the Design and Construction Engineer dated May 14, 2018 be received and the recommendations that the City not replace the traffic signals at the Huron Street and Wellington Street West intersection but instead install a Stop at Huron Street, be approved.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca

Date: April 17, 2018

John McDonald, P.Eng
TULLOCH Engineering Inc.
71 Black Road, Unit 8
Sault Ste. Marie
ON P6B 0A3

RE: Huron Street and Wellington Street Intersection Realignment Review (CIMA+ File: B000909)

Dear Mr. McDonald:

1. Introduction

CIMA+ was retained by Tulloch Engineering (Tulloch) to undertake a safety and operations review of the proposed realignment of the intersection of Huron Street and Wellington Street West. The intersection currently operates under traffic signal control and presents a skew angle of approximately 130 degrees. The existing intersection is illustrated in **Figure 1**, including the adjacent intersections of Wellington Street West and St. Georges Avenue, and Huron Street and St. Georges Avenue.

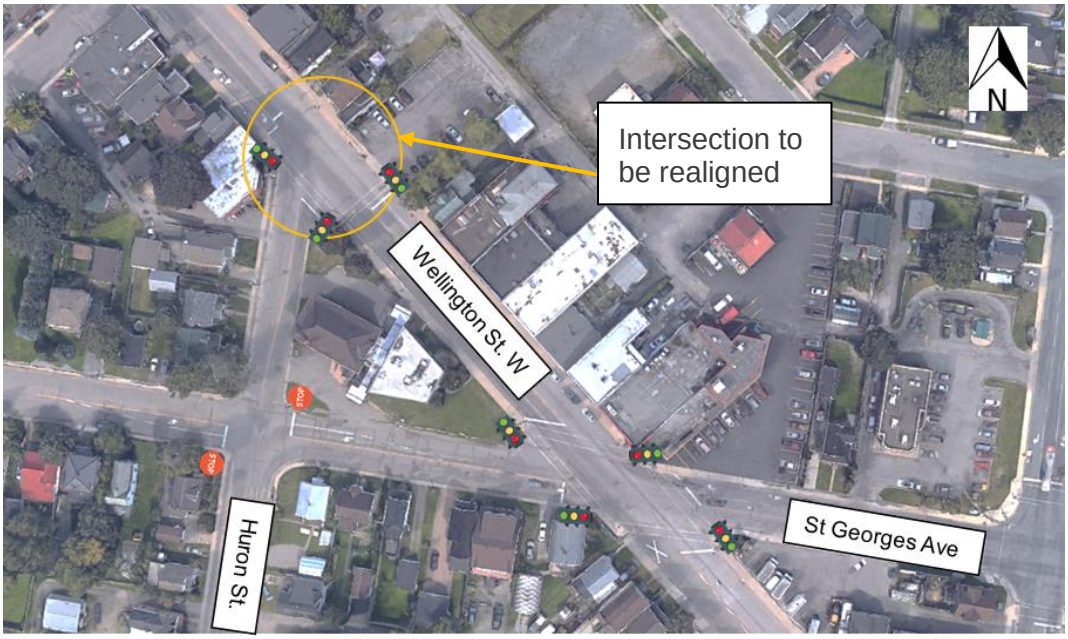


Figure 1:Study Area

The proposed realignment (illustrated in **Figure 2**) shifts the centre of the intersection by approximately 18 metres to the east by introducing a curve on Huron Street, immediately upstream of Wellington Street West. Additionally, the existing traffic signal is no longer warranted and will be replaced with stop-control on Huron Street (i.e. Wellington Street West becomes free flow).

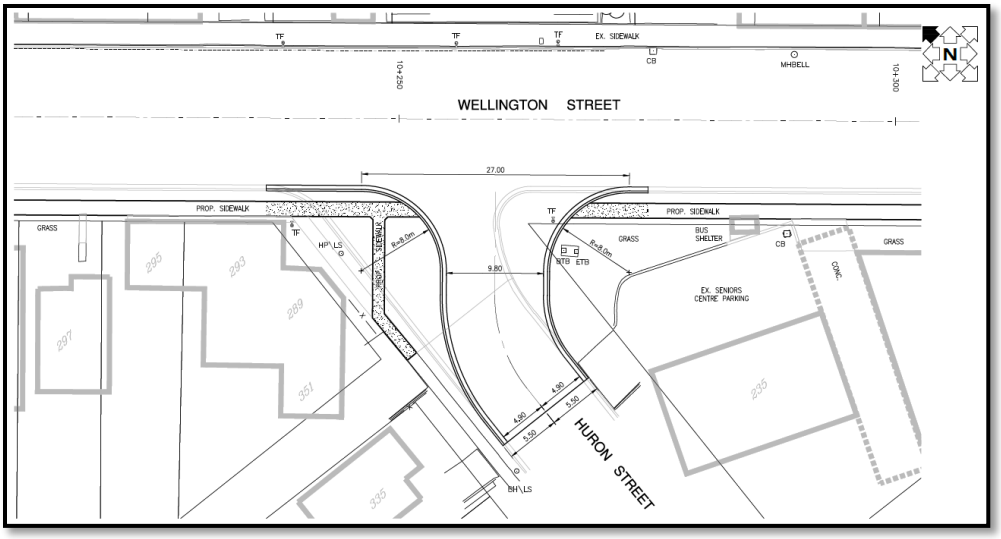


Figure 2: Proposed Intersection Realignment

The purpose of this memorandum is to provide a brief review of traffic safety and operations associated with the proposed realignment. This review includes:

- Design compliance review; and
- Traffic operations review, including queuing from Wellington Street West & St. Georges Avenue.

2. Design Compliance

CIMA+ conducted a review of the preliminary design provided by Tulloch. Wellington Street was assumed to have a design speed of 60 km/h and Huron Street 50 km/h, with both considering an urban default posted speed limit of 50 km/h. The review was conducted based on the TAC Geometric Design Guide for Canadian Roads, 2017 (TAC Guide). CIMA+ has the following suggestions and/or opinions on the design. We were informed by City staff that trucks are banned from this section of Huron Street; therefore, the appropriate design vehicle for the design is a Fire Truck.

Departure Sight Triangle

The departure sight triangle requirements of the TAC were verified. The purpose of departure sight triangles is to provide a sight distance sufficient enough for a stopped driver at the stop sign on the minor road approach to depart from the intersection and enter the intersection to cross, to turn left or to turn right. Being a three-legged intersection, the “cross” condition does not exist.

Case 1 – Left Turn from the Minor Road

The departure sight triangles for traffic approaching from either the right or the left should be provided for left turns from the minor road onto the major road for stop controlled approaches. The TAC Guide specifies that the decision point on the minor road should be considered 4.4 m from the edge of the major-road traveled way. The recommended sight distance for this design considering the design speed of the major road at 60 km/h, assuming a grade 3% or less for passenger cars as identified in TAC is 130 m (see Section 9.9.2.2 Table 9.9.4).

Findings: The proposed design appears to provide the required sight distance of 130 m for traffic approaching Huron Street from both left and the right. It will require restriction to the

existing on-street parking on Wellington Street between Huron Street and Beverley Street for traffic approaching from the left. It is realized that the parking may be essential to the adjacent commercial businesses; nearer to Beverley Street, however, if the parking can only be removed adjacent to Huron Street (where there appears to be no commercial frontage), this would make sight lines more acceptable if it assumed the vehicle encroaches on the crosswalk.

Case 2 – Right Turn from the Minor Road

A departure sight triangle for traffic approaching from the left should be provided for right turns from the minor road to the major road. The recommended sight distance for this design considering the design speed of the major road at 60 km/h, assuming a grade 3% or less for passenger cars as identified in TAC is 110 m. (see Section 9.9.2.2 Table 9.9.6).

Findings: The proposed design appears to provide the required sight distance of 110 m for traffic approaching Huron Street from the left. It will require restriction to the existing on-street parking on Wellington Street between Huron Street and Beverley Street for traffic approaching from the left (see discussion above about parking).

Turning Radius

The proposed 8.5 m corner radius for the edge of pavement will be suitable only for passenger cars and Light Single Unit Trucks. A consideration should be given for providing a larger radius, if possible. It is suggested that an Autoturn analysis should be conducted to confirm that Emergency Services Vehicles can successfully access Huron Street. The Autoturn analysis should also be conducted for a fire truck to check its maneuverability in and out of Huron Street. A fire truck should ideally be able to access Huron Street without crossing into the opposing lane. A revised intersection design with a much wider throat for the Huron Street approach was forwarded by Tulloch to CIMA for review, verbal comments were provided that they could allow for some encroachment of the opposite lane by a Fire Truck as long as sufficient space (3.5 to 4.0 metres) is available for opposing vehicles to move to the right while the Fire Truck passes.

Crosswalk

The proposed design does not show a crosswalk across Huron Street between proposed sidewalks. We suggest a crosswalk be provided to delineate the path of pedestrians.

Horizontal Alignment

The proposed design contains a short and tight horizontal curve between the curb returns and the tangent portion of the road. The radius of the curve is not shown in the proposed design. It appears to be 18 – 20 m at the centre line with 13 to 15 m at the inside edge of travelled way. This radius is too tight for the design speed of 50 km/h. However, the design speed of 50 km/h is not relevant for determining minimum radius of this curve as the vehicles should be slowing down to stop at this point.

The curved geometry in the proposed design within 20.0 from the crosswalk is likely to create the following issues:

- The stop sign to be installed is not likely to be visible from a minimum required stopping sight distance of 65 m at 50 km/hour. The intersection itself may not be apparent to some drivers due to presence of the curve.
- Some northbound drivers may not perceive the curving roadway due to existing features, such as sidewalk, lighting wires, and light standards.

The following recommendations are provided for mitigating the issues related to the horizontal alignment.

- Provide a stop ahead sign with distance tab.
- Provide a supplementary stop sign on the left side.
- Provide a solid yellow pavement marking at the approach to the intersection.
- Consider landscaping (and/or street furniture) in the west corner of the intersection to provide a clear visual message that the road does not continue in a straight line.

3. Traffic Operations

Traffic operations for the proposed design were modelled using Synchro/SimTraffic software, in order to evaluate:

- Delays and queues on Huron Street & Wellington Street West; and
- Potential for queues at Wellington Street West & St. Georges Avenue extending beyond Huron Street.

The review was completed based on PM Peak Hour turning movement counts (TMC) collected on May 3, 2016 for Wellington Street West & Huron Street, and on August 20, 2012 for Wellington Street West & St. Georges Avenue. The volumes were reviewed for consistency and balanced as needed. The results of the traffic operations modelling are shown in **Table 1** below.

Table 1: Traffic Operations (PM Peak Hour) [1]

Direction / Movement		Delay (s)	v/c	LOS	95%ile Queue (m)
Wellington Street W & Huron Street					
EB	**T**	-	0.25	-	147
	R	-	0.03	-	17
WB	**L/T**	-	0.00	A	-
NB	**L/R**	41	0.49	E	27
Overall		**3**	**0.48**	**A**	**-**
Wellington Street W & St Georges Avenue					
EB	**L/T/R**	30	0.19	C	24
WB	**L/T**	27	0.82	D	54
	R	28	0.01	C	104
NB	**L/T**	23	0.73	C	134
	R	13	0.17	B	29
SB	**L**	43	0.88	D	83
	T/R	7	0.12	A	120
Overall		**29**	**0.89**	**C**	**-**

The results show that the Northbound approach of the realigned intersection (i.e. Huron Street) is expected to operate with an average delay of 41 seconds, which is not an unreasonable delay during peak hours. The expected 95th percentile queue for this approach is 27 metres, which is

[1] Wellington Street is considered the East-West road at its intersection with Huron Street, and the North-South road at its intersection with St. Georges Avenue.

equivalent to 3 to 4 vehicles. This would not reach the intersection of Huron Street & St. Georges Avenue, since the link distance is approximately 50 metres.

The 95th percentile queue in the southbound approach at Wellington Street West & St. Georges Avenue is expected to reach 120 metres. This would extend beyond Huron Street for both the original and realigned configuration of the intersection of Wellington Street West & Huron Street. Therefore, the realignment is not expected to create additional operational issues beyond those currently experienced. It should be noted, however, that long queues created at Wellington Street West & St. Georges Avenue could occasionally restrict departure sight distances, a problem that does not currently exists since the traffic signal creates gaps on Wellington Street West. These queues may need to be monitored after implementation, to determine whether operational improvements are required at the intersection of Wellington Street West & St. Georges Avenue. If there are currently no observed queuing problems, then there is unlikely to be any after the design change.

Sincerely,



Stephen Keen, M.Sc., P. Eng.
Director, Transportation Planning

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Public Works and Engineering Services**

RE: **McNabb Street Drainage Improvements**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2018-5E. The project includes the replacement of a storm sewer through Poplar Park to the north side of McNabb Street.

BACKGROUND

The 2018 Capital Budget approved a total of $2,200,000 for this project. This is the second phase of the drainage improvements between Gladstone Avenue and Pim Street and through easements across private property to McNabb Street.

Tenders received for Contract 2018-5E were opened at a public meeting Wednesday, May 2, 2018 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of $2,851,960.85 (including HST) was received from Avery Construction Limited.

FINANCIAL IMPLICATIONS

When recoverable HST and PUC watermain costs are removed and engineering fees are added, the City's cost to complete this project is projected to be $2,813,613. Therefore, this project is over the urban only allocation by $613,613.

The Finance Department has confirmed that the overage of $613,613 can be accommodated within the 2018 capital construction budget.

STRATEGIC PLAN / POLICY IMPACT

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

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

Resolved that the report of the Design & Construction Engineer dated 2018 05 14 concerning the McNabb Street drainage improvements, be received and the recommendation that Contract 2018-5E be awarded to Avery Construction Limited, be approved.

By-law 2018-103 authorizing the execution of Contract 2018-5E and By-law 2018-104 authorizing the road closure of McNabb Street from Pim Street to Willow Avenue intermittently between June 1, 2018 until October 31, 2018 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca

Attach.

TULLOCH ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie, ON
P6B 0A3

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F. 705 949.9606
TF. 866 806.6602
saultstemarie@TULLOCH.ca
WWW.TULLOCH.ca

May 3, 2018
16-1173.03

The Corporation of the City of Sault Ste. Marie
Engineering Department - Level 5
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

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

Re: **Contract 2018-5E**
McNabb Street to Pim Street Drainage Improvements – Phase II
Tender Report

Dear Sir:

Provided herein is our Tender Evaluation Report and recommendations on the tenders received for City Capital Project 2018-5E, McNabb Street to Pim Street Drainage Improvements - Phase II.

Project Description

The tendered work generally consists of the replacement of storm sewer from the south end of Poplar Part to the north side of McNabb Street adjacent to the Canadian Tire driveway entrance on McNabb Street. The Algoma Family Services building parking lot will require reconstruction as well as the replacement of municipal services within McNabb Street at the storm sewer crossing.

Tendering of the Works

The call for tenders was advertised in the City Information Column of the Sault Star on Saturday April 14th, 2018 and with the Sault Ste. Marie Construction Association. The call for tenders was picked up by National Tender Advertising websites such as MERX. Copies of the Contract Documents were available at the City of Sault Ste. Marie Engineering Department, the Sault Ste. Marie Construction Association and the office of the Consultant.

One (1) Addendum was issued to the contract. Tenders closed at the Civic Centre on May 2nd, 2018 at 3:00 pm and were opened publically by representatives of the City and TULLOCH Engineering Inc. at approximately 3:15 pm on the same day.

Tender Prices

Three (3) tenders were received for the works. The tender prices including HST, as read at the tender opening were as follows:

Contractor	Total Tender Price	Rank
Avery Construction Ltd.	$2,851,960.85	1
Palmer Construction Group Inc.	$4,510,812.82	3
Boyer Construction Ltd.	$3,358,908.05	2

The tenders were checked for arithmetic accuracy and no errors were identified.

All the tenders were submitted with the appropriate Tender Deposit in the amount of $300,000.00, Agreements to Bond and all other required documentation. The Tender Deposits were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of $200,000.00.

The pre-tender estimate for the work was $3,359,245.52 including HST.

Tender Evaluation

Pricing Evaluation

The submitted low bid of $ 2,851,960.85 (incl. HST) is $507,284.67 (incl. HST) below our pre-tender estimate of $3,359,245.52. The individual unit prices submitted are reasonable for the supply of material and labour involved.

Completion Dates

The contract documents require that all work be completed by November 30th, 2018 including final surface coat asphalt except for work on the Algoma Family Services property, where all work including final surface course asphalt paving shall be completed by October 15th, 2018.

TULLOCH Engineering's Experience with the Low Bidder

TULLOCH Engineering is very familiar with Avery Construction Ltd. and has worked with them on numerous projects. Avery Construction's Tender Submission – Statement Sheet CD1, Tenderer's Experience on Similar Projects listed three (3) sewer installation projects in which they were the prime contractor. Additionally, we know that Avery Construction regularly completes road reconstruction projects for the City of Sault Ste. Marie, and has done so for many years.

Based on the aforementioned and our experience working with the low bidder, TULLOCH Engineering is of the opinion that Avery Construction has sufficient experience, equipment and manpower to complete the project satisfactorily in the allotted timeframe.

Tender Validity

The tender contract documents stipulated that tenders be held open for acceptance for a period of 60 days following the closing date, or until June 1st, 2018.

Approvals

All Environmental Compliance Approval (ECA) from the Ministry of Environment and Climate Change (MOECC), under the Ontario Water Resources Act have been obtained for this project.

A permit has been granted from the Sault Ste. Marie Region Conservation Authority under Regulation 176-06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses".

The waterworks portion of the contract is pre-approved under PUC's Drinking Water Works Permit (DWWP) and the appropriate documentation is on file with PUC Services Inc.

No other approvals from provincial or federal government agencies are required.

Recommendation

TULLOCH Engineering Inc. recommends that the City award the tender to Avery Construction Ltd. for Total Tender Price of $2,851,960.85 (inclusive of HST).

Tender Deposit Cheques

We recommend that the tender deposits of Avery Construction Ltd. and Boyer Construction Ltd. the two low bidders, be retained until such time as a contract has been executed between the City and Avery Construction. The remaining tender deposit from Palmer Construction Group should be returned.

Conclusion

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

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

Yours very truly,
TULLOCH Engineering Inc.



John V. McDonald, P.Eng.
Project Manager

JVM/bt
Encls.

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Public Works and Engineering Services**

RE: **Municipal Class Environmental Assessment**

PURPOSE

The purpose of this report is to provide Council with an overview of the Municipal Class Environmental Assessment (MCEA) process, with particular emphasis on City Council's role in the process.

BACKGROUND

The MCEA document was produced by the Municipal Engineers Association (MEA) in order to address the requirements of the Environmental Assessment Act. It was initiated in 1987, and has undergone several amendments over the past 30 years. A copy of the executive summary of the 300 page MCEA document is attached, along with a copy of the process schematic, Exhibit A-2.

The MCEA process applies to municipal infrastructure projects in three broad categories including: roads, water and wastewater and transit projects. The process was developed to address specific types of projects that are well defined and have similar problems and/or opportunities, recurrent impacts, and mitigation measures. Environmental Assessments enable the planning of municipal infrastructure to be undertaken in accordance with an approved procedure designed to protect the environment enabling municipalities to fulfill their responsibilities to the public in an efficient, timely, economic and environmentally responsible manner. The MCEA approach provides a consistent, streamlined process for planning and implementation, and provides flexibility to tailor the planning process to a specific project to account for the local setting, local public interests and unique project requirements.

Projects fall into one of four schedules:

A: Preapproved, maintenance and routine activities with minimal environmental effects;

A+: Preapproved such as Schedule A but requires prior public notice;

B: Improvements and minor expansions to existing facilities; requires a screening process including consultation with affected parties;

C: Construction of new and major expansions to existing facilities; must proceed through the environmental assessment planning process.

ANALYSIS

Given the above background, Council's role in the process, including essentially two points of decision is as follows:

- Problems or opportunities which eventually become projects are usually identified by Council itself or staff recommendations to Council through master plans, capital programs or committees.
- If the MCEA process applies to the project, and it is not preapproved, a recommendation to proceed with a Schedule B or C Environmental Assessment is brought to Council. This is essentially the first decision point for Council; either proceed with the Environmental Assessment or do nothing.
- Most Schedule B and C Environmental Assessments are completed by procuring professional services. There is always at least one and usually two or more public open houses: one to seek input on all alternative solutions, and after full evaluation, the second presents alternative design concepts for the preferred solution.
- Once documentation is complete, staff then brings an information report to Council introducing the preferred alternative prior to the required publically advertised Notice of Completion. This is the second decision point for Council. While Council cannot choose a different alternative, it can choose if and when the project is implemented subject to the 10-year limitation noted below.
- After the publication of the Notice of Completion, the process is complete unless an objection in the form of a request for a Part II Order (bump-up) is provided within 30 days to the Ministry of Environment and Climate Change. If a Part II Order request is received, the Ministry, the City and the requester work together towards resolution, and the Ministry is provided with all documentation. The Minister may deny the request, refer it to mediation, or order a full individual Environmental Assessment. Once the process is complete, the project may proceed within 10 years with no requirements to revisit the Environmental Assessment.
- If, due to unforeseen circumstances, it is not feasible to implement the project in accordance with the study, or circumstances are deemed to have changed such that the preferred alternative may not be suitable, there may be a need to revisit the original Environmental Assessment and proceed with an addendum. Council approval would be required prior to

proceeding with the addendum. This would require the full process of public notice, consultation, documentation, notice of completion and 30 day notice period with opportunity for an objector to request a Part II order.

As noted in a report to Council dated 2018 02 20, staff is supportive of the MCEA process, with the comment that it is taking far too long for the Minister to rule on Part II order requests. Efforts are underway to address this shortcoming.

FINANCIAL IMPLICATIONS
This report has no financial impact to the budget.

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

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

Resolved that the report of the Director of Engineering dated 2018 05 14 concerning the Municipal Class Environmental Assessment process be received as information.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering
705.759.5329
d.elliott@cityssm.on.ca

Municipal Class Environmental Assessment

Executive Summary

INTRODUCTION

In 1987, the first Municipal Class Environmental Assessments (EAs), prepared by the Municipal Engineers Association (MEA) on behalf of Ontario municipalities, were approved under the Ontario Environmental Assessment (EA) Act for municipal road projects, and municipal water and wastewater projects. In 1993, the Municipal Class EAs were reviewed, updated and their approval extended.

In 2000, the Class EAs for Municipal Road Projects and Municipal Water and Wastewater Projects were consolidated and updated, and approved under Part II.1 of the amended Ontario EA Act by Order-in-Council on October 4, 2000. Since many municipalities and stakeholders indicated that the process is working well, and, recognizing that much had been achieved over the years of working with and refining the Municipal Class EAs, the main guiding principle was to maintain the substance of the existing process while making any necessary changes.

As part of its 5-year review of the Municipal Class EA (2000), MEA proposed a number of amendments which were posted on MEA"s website under "Municipal Class EA " Change Management". The amendments are as follows:

Minor Amendment	• minor modification to the document
Major Amendment " Part 1	• addition of a <u>new</u> Project Schedule A+, defined as, *"pre-approved, however, the public is to be advised prior to implementation. The manner in which the public is to be advised is to be determined by the proponent."* • increase cost thresholds for road projects • other changes as identified during review
Major Amendment " Part 2	• addition of Municipal Transit Projects

With the approval of the amendments, MEA is releasing the amended Municipal Class EA which is referred to as:

Municipal Class Environmental Assessment

October 2000, as amended in 2007

DESCRIPTION OF THE CLASS OF UNDERTAKINGS

The Municipal Class EA applies to municipal infrastructure projects including roads, water and wastewater projects. Since projects undertaken by municipalities can vary in their environmental impact, such projects are classified in this Class EA in terms of schedules:

- **Schedule A** generally includes normal or emergency operational and maintenance activities
  - the environmental effects of these activities are usually minimal and, therefore, these projects are pre-approved
- **Schedule A+**
  - in 2007, MEA introduced Schedule A+. These projects are pre-approved, however the public is to be advised prior to project implementation. The manner in which the public is advised is to be determined by the proponent. Schedule A+ is discussed in Section A.1.2.2.
- **Schedule B**
  - generally includes improvements and minor expansions to existing facilities
  - there is the potential for some adverse environmental impacts and therefore the proponent is required to proceed through a screening process including consultation with those who may be affected
- **Schedule C**
  - generally includes the construction of new facilities and major expansions to existing facilities
  - these projects proceed through the environmental assessment planning process outlined in the Class EA

A detailed description of projects and activities that fall under each of these schedules is provided in Parts B, C, and D, and in Appendix 1.

REASONS FOR USING A CLASS ENVIRONMENTAL ASSESSMENT WITH RESPECT TO UNDERTAKINGS IN THE CLASS

The "parent" Municipal Class EA enables the planning of municipal infrastructure to be undertaken in accordance with an approved procedure designed to protect the environment. The Class EA approach to dealing with municipal infrastructure projects has been proven to be an effective way of complying with the EA Act through twenty years of experience. It provides:

- a reasonable mechanism for proponents to fulfill their responsibilities to the public for the provision of municipal services in an efficient, timely, economic and environmentally responsible manner;
- a consistent, streamlined and easily understood process for planning and implementing infrastructure projects; and,
- the flexibility to tailor the planning process to a specific project taking into account the environmental setting, local public interests and unique project requirements.

Municipalities undertake hundreds of projects. The Class EA process provides a decision-making framework that enables the requirements of the EA Act to be met in an effective manner. **The alternatives to a parent Class EA would be: to undertake individual environmental assessments for all municipal projects; for each municipality to develop their own class environmental assessment process; and/or, for municipalities to obtain exemptions.** These alternatives would be extremely onerous, time consuming and costly. Two decades of experience have demonstrated that considerable public, economic and environmental benefits are achieved by applying the Class EA concept to municipal infrastructure projects.

SIMILARITIES AND DIFFERENCES TO BE EXPECTED AMONG UNDERTAKINGS IN THE CLASS

The undertakings subject to this Class EA involve municipal infrastructure. Accordingly, they share the following similarities:

- they generally address similar types of problems and opportunities
- a common set of "alternatives to" and "alternative methods" apply
- they follow the same EA planning process with similar phases
- the types of impacts and approaches to environmental protection and mitigation are recurrent

Given that there are over 440 municipalities within Ontario with a variety of environmental settings, the main expected differences amongst undertakings in the Municipal Class EA are:

- project-specific problems and opportunities
- project-specific environmental and community issues
- project-specific solutions
- varying levels of project complexity or sensitivity

The Class EA defines the minimum requirements for environmental assessment planning. Given the potential differences amongst undertakings within the province, however, the framework is

flexible so that proponents may "customize" it to address the specific complexities and needs of a project including potential environmental effects.

EXPECTED RANGE OF ENVIRONMENTAL EFFECTS

The geographic setting for projects undertaken under this Class EA will vary widely throughout Ontario. For the purposes of environmental analysis, however, geographic settings can be broadly categorized as urban and rural areas. Potential environmental effects are discussed in Sections B.3, C.3, and D.3, and Appendix 2.

POTENTIAL MITIGATING MEASURES

Appendix 2 describes typical measures that could be taken to mitigate adverse environmental effects that may result from proceeding with undertakings in this Class EA.

With the wide diversity of geographic settings and environmental conditions pertaining to municipal infrastructure projects throughout Ontario, it is not possible to identify specific mitigating measures which can be applied in all instances. The Class EA does, however, require proponents to identify acceptable measures which will allow the project to be undertaken at reasonable cost while at the same time protecting the environment against net negative impacts. The Class EA also requires proponents to make provision for post-construction monitoring to ensure that projects are built and operated in accordance with the approved design and that environmental impacts are as predicted.

PROCESS TO CONSULT WITH THE PUBLIC AND THOSE WHO MAY BE AFFECTED BY THE UNDERTAKING

Consultation early in, and during the planning process is a key feature of successful environmental assessment. The Municipal Class EA identifies mandatory consultation requirements. These are a minimum only and proponents must tailor the consultation program to address the needs of a specific project and its stakeholders. Consultation with municipal councils, review agencies, the public, interest groups and property owners is discussed in Section A.3 and Appendix 5.

METHOD TO EVALUATE A PROPOSED UNDERTAKING

The framework for evaluating alternatives is outlined in the description of the environmental assessment planning process in Sections A.1 and A.2. The key elements are:

- consideration of the effects of each alternative on all aspects of the environment;
- systematic evaluation;
- traceable decision-making; and
- public and review agency input in the evaluation.

METHOD TO BE USED TO DETERMINE THE FINAL DESIGN OF A PROPOSED UNDERTAKING

Section A.2.4 describes the process to determine the preferred design concept. Finalization of the detailed design occurs during Phase 5 after the Environmental Study Report (ESR) has been reviewed by the public and technical agencies. It is imperative that the commitments and decisions made during Phases 1 through 4 be clearly documented in the ESR and implemented during Phase 5.

OVERVIEW OF THE MUNICIPAL CLASS EA (2000)

In 2000, the Municipal Class EA was updated but retained the process identified in the previous Class EAs as well as much of the explanatory information that was previously provided. The document, however, was reformatted and reorganized. The main features of the 2000 Municipal Class EA were:

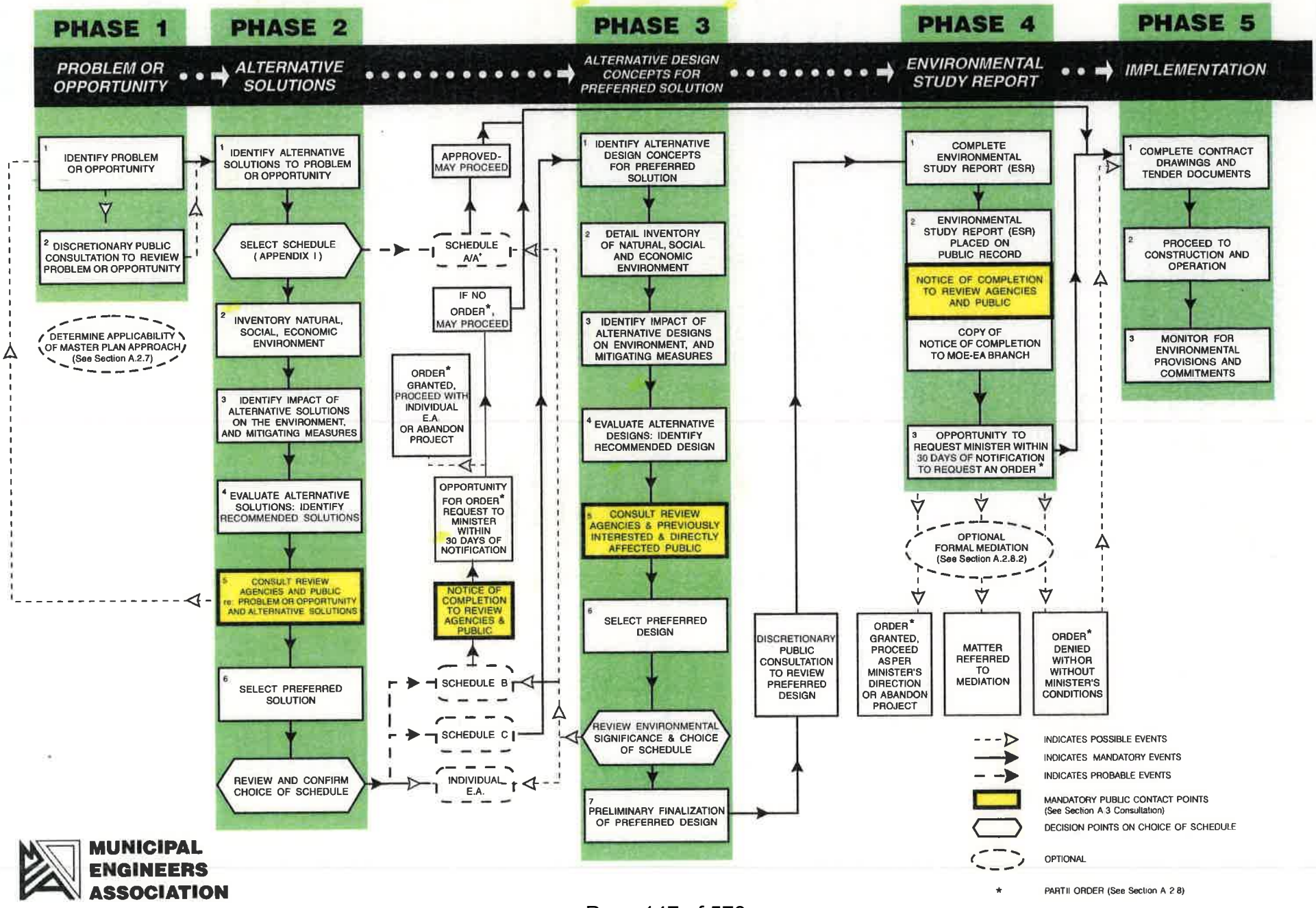
- consolidation of the Class EA for Municipal Road Projects and the Class EA for Municipal Water and Wastewater Projects into one document;
- consolidation of common process elements in Part A, road projects in Part B and water and wastewater projects in Part C;
- no substantive changes to the basic five phase planning process or mandatory minimum requirements;
- references to property acquisition in the process flow chart and text deleted due to changes in the amended EA Act;
- identification of optional steps in flow chart;
- schedules are printed on yellow paper in Appendix 1;
- provision to change the status of project (formerly referred to as the bump-up provision) was updated to reflect the new terminology and information in the amended EA Act and is now referred to as a "Part II Order" (see Section A.2.8);
- a new provision was added for monitoring how the Municipal Class EA is applied. Proponents must now submit a copy of the Notice of Completion for Schedule B projects and a Notice of Completion of an ESR for Schedule C projects to the Environmental Assessment and Approvals Branch of the MOE (see Section A.1.5);
- additional information on Master Plans was provided in Section A.2.7 and Appendix 4;

- the means for co-ordination with the Planning Act were revised, streamlined and clarified in order to continue to encourage integrated infrastructure and land use planning under both the EA Act and the Planning Act (see Section A.2.9); and
- explanatory notes and helpful hints related to the Class EA process were highlighted in the margins in Part A.

The 2000 document was subsequently amended in 2007.

EXHIBIT A.2 MUNICIPAL CLASS EA PLANNING AND DESIGN PROCESS

NOTE: This flow chart is to be read in conjunction with Part A of the Municipal Class EA



MUNICIPAL ENGINEERS ASSOCIATION

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Public Works and Engineering Services**

RE: **Bruce Street Reconstruction**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2018-3E. The project includes the reconstruction of Bruce Street from Queen Street East to Wellington Street East.

BACKGROUND

The 2018 Capital Budget approved a total of $3,191,000 for the reconstruction of Bruce Street and related streetscape improvements.

Tenders received for Contract 2018-3E were opened at a public meeting Tuesday, May 1, 2018 in the Steelton Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

ANALYSIS

A total of two (2) tenders were received. Both tenders submitted were found to be complete and are summarized on the attached report. The low tender of $3,092,028.61 (including HST) was received from Boyer Construction Limited.

FINANCIAL IMPLICATIONS

When recoverable HST and PUC watermain costs are removed and utility relocation costs and engineering fees are added, the City's cost to complete this project is projected to be $2,550,234. This is below the allocation in the 2018 capital budget of $3,191,000. When individual budget allocations are considered, the project is under the urban only allocation by $662,838, it is under the overall capital allocation by $79,984 and over the sanitary sewer budget by $102,056.

STRATEGIC PLAN / POLICY IMPACT

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

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

Resolved that the report of the Design & Construction Engineer dated 2018 05 14 concerning the reconstruction of Bruce Street, be received and the recommendation that Contract 2018-3E be awarded to Boyer Construction Limited, be approved.

By-law 2018-95 authorizing execution of Contract 2018-3E and By-law 2018-96 authorizing the road closure of Bruce Street from Queen Street East to Wellington Street East from May 30, 2018 until October 31, 2018 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca

attach

May 02, 2018

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

Dear Mr. Rumiel:

Subject: City Contract No. 2018-3E - Bruce Street Reconstruction - Tender Report

We are pleased to provide our Tender Evaluation Report and recommendation for the tenders received for the reconstruction of Bruce Street.

PROJECT DESCRIPTION

The work generally consists of the reconstruction of Bruce Street, from Queen Street East to Wellington Street East including storm and sanitary sewers, watermains and appurtenances, sidewalks and streetscaping.

TENDERING OF THE WORKS

The call for tenders was advertised in the City Information Column of the Sault Daily Star on April 7, 2018. Copies of the contract documents were also made available for review at the Sault Ste. Marie Construction Association as well as the Consulting Engineer's office.

Four Addendums were issued to the contract on April 20, April 26, April 27, and April 30, 2018.

Tenders closed at the Civic Centre on May 1, 2018 at 3:00 p.m. and were opened publicly in the Steelton Room by representatives of the City and WSP. at approximately 3:15 p.m. on the same day.

TENDER PRICES

Two tenders were received for the works. The tender prices, inclusive of H.S.T., as read at the tender opening, were as follows:

CONTRACTOR	TOTAL TENDER PRICE (EXCLUDING HST)	RANKING
Boyer Construction	$ 3,094,768.86	1
Palmer Construction	$ 3,423,815.43	2

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

T: +1 705 942-2070
F: +1 705 942-3532
wsp.com

The tenders were checked for arithmetic accuracy, Boyer Construction's tender had minor arithmetic errors resulting in a **corrected Total Tender Price of $3,092,028.61**. The ranking remained unchanged.

All of the tenders were submitted with the appropriate Tender Deposit in the amount of 10% of the tender price, Agreements to Bond, and other required documentation. The Tender Deposits were retained by the City for safe keeping. The submitted tenders all included a Contingency Allowance in the amount of $100,000.

A breakdown of the bids by Tender Items is attached.

The Pre-Tender Estimate for the work was $3,350,088.40 (including HST).

WSP'S EXPERIENCE WITH THE LOW BIDDER

WSP is very familiar with Boyer Construction and have worked on several municipal projects with them. It is our opinion that they are qualified and have the ability to successfully complete the assignment.

COMPLETION DATE

The contract documents required that all work be Complete by October 26, 2018. Final paving and restoration must be completed by June 30, 2018.

TENDER VALIDITY

The contract documents stipulated that tenders be open for acceptance for a period of 60 days following the closing date, or until June 29, 2018.

APPROVALS

An Environmental Compliance Approval under the Ontario Water Resources Act for sewer works on the project is required from the Ministry of the Environment and Climate Change prior to commencing construction. The application for this approval has been made, and we expect to receive the approval shortly.

AWARD

WSP recommends that the City award the tender to 1531161 Ontario Inc. o/a Boyer Construction for a corrected Total Tender Price of $3,092,028.61 (inclusive of HST), subject to receipt of the Environmental Compliance Approval for the sewage works from the Ministry of the Environment and Climate Change.

Attached with this letter is the required City Agreement between Boyer Construction and the City of Sault Ste. Marie.

TENDER DEPOSITS

We recommend that the tender deposits for Palmer Construction Group Inc. and 1531161 Ontario Inc. o/a Boyer Construction, the two low bidders, be retained until such time as a contract has been executed between the City and Boyer Construction.

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

Yours sincerely,

Monte Lucas
Project Engineer

Encl.

WSP ref.: 171-15645

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Public Works and Engineering Services**

RE: **Great Northern Road Speed Study**

PURPOSE

The purpose of this report is to address the Council resolution from May 11, 2009 which reads:

Whereas traffic along Great Northern Road south into the City continues to increase; and

Whereas population in the area from the Fifth Line south also continues to increase; and

Whereas there has also been increased pedestrian traffic in the above area; and

Whereas there have been serious accidents along this stretch; and

Whereas residents have complained about excessive speed and running of red lights in this area;

Therefore be it resolved that Council requests appropriate staff including Sault Ste. Marie Police Services, to report on the feasibility of increased safety measures for this area including the possibility of lowering the speed limit from north of the Fifth Line.

BACKGROUND

Public Works and Engineering Services were requested to review the feasibility of reducing the speed limit on Great Northern Road from Third Line to Fifth Line.

Great Northern Road between Third Line and the Fifth Line is part of the Trans-Canada Highway 17 and classified as a primary arterial. The posted speed limit on this section of Great Northern changes from 60 to 80km/h at approximately half way between Third and Fourth Line. The road is constructed to an urban design with two lanes for northbound traffic, two lanes for southbound traffic and

a shared centre turn lane from Third to Fourth Line and to a rural design with two lanes for northbound traffic, and one lane for southbound traffic from Fourth to Fifth Line.

ANALYSIS

The Canadian Guidelines for Establishing Posted Speed Limits (the Guideline), is published by the Transportation Association of Canada (TAC), and used as a tool by municipalities for evaluating posted speeds on arterial and major collector roadways. These guidelines assess appropriate posted speed limits based on the classification, function and physical characteristics of a roadway.

Currently the posted speed limit is 60km/h changing to 80km/h at 800m north of Third Line. The speed limit remains at 80km/h from there until the north City limit.

Under the TAC Guideline, Staff evaluated this area of Great Northern Road in two sections; Third to Fourth Line and Fourth to Fifth Line.

Applying the current physical characteristics of each segment to the Guideline and using a functional classification of a “four lane urban undivided major arterial” yields a total risk score of 48 and a recommended posted speed limit of 70 km/h for the section from Third to Fourth Line. For the section from Fourth to Fifth Line using a functional classification of a “four lane rural undivided major arterial” yields a total risk score of 53 and a recommended posted speed limit of 70 km/h.

Staff also completed speed studies through these two sections of Great Northern and found the 85th percentile speeds to be 82.8 km/h between Third and Fourth Line and 88.1 km/h between Fourth and Fifth Line.

The Guideline recommends that the speed limit on Great Northern Road from Third Line to Fifth Line be lowered to 70 km/h. Since the current speed limit from Third Line to 800m north of Third Line is currently 60 km/h, staff recommends changing the speed limit to 70km/h from 800m north of Third Line to Fifth Line. Staff does not recommend increasing the existing speed limit from 60km/h between Third Line and 800m north of Third Line.

As noted earlier in this section, the 85th percentile speed for these two sections of Great Northern Road are 82.8 and 88.1 km/h. A reduction in the speed limit will require significant police enforcement to bring operating speeds more closely in line with a posted speed limit of 70 km/h.

FINANCIAL IMPLICATIONS

The financial implications to this recommendation are nominal; the cost of changing the signage. Public Works and Engineering Services will write a future report to Council seeking authority to change the Traffic By-law accordingly.

STRATEGIC PLAN / POLICY IMPACT
Traffic safety is related to the infrastructure focus area of the strategic plan.

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

Resolved that the report of the Design & Construction Engineer dated 2018 05 14 concerning the Great Northern Road Speed Study be received, and that Council approve a posted speed reduction on Great Northern Road from 800m north of Third Line to Fifth Line from 80 km/h to 70 km/h. An amendment to the Traffic By-law will be brought to Council at a future meeting.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

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

DEPARTMENT: **Legal Department**

RE: **Delegation of Signing Authority – Licence of Occupation Agreements for Special Events**

PURPOSE

The purpose of this report is to recommend that City Council pass By-law 2018-100 and By-law 2018-101. By-law 2018-100 delegates approval authority for Licence of Occupation Agreements that pertain to community organized events on City streets to the Deputy CAO – Community Development & Enterprise Services, or his/her designate. By-law 2018-101 creates an amendment to the City's current Noise By-law 80-200 to incorporate municipally approved community events as an exemption to the By-law.

ATTACHMENT

Attached as Schedule "A" is the Community Events Hosted on Closed Streets Policy (the "Policy"). The Policy includes the Community Events Hosted on Closed Streets Application form and the standard form Licence to Occupy City Property Agreement, attached to the Policy as Appendices "A" and "B" respectively.

BACKGROUND

The City currently has two separate application processes for community organized events hosted on City streets. First, event organizers must submit an application to the City Clerk's Department to temporarily close the City street(s) in which the proposed event is to take place. Applications are submitted to the Clerk's Department, circulated to relevant City departments, and then submitted to the City's Public Works Department for a final determination. Public Works has been granted approval authority from Council to make this determination.

Second, event organizers must then submit a request to the Legal Department to obtain a Licence of Occupation for events hosted on temporarily closed portions

of City streets. The Legal Department circulates the request to relevant City departments and external agencies, and if appropriate, drafts a Licence to Occupy City Property Agreement. The Legal Department then prepares a report and by-law for City Council requesting that the Mayor and City Clerk be permitted to sign on behalf of the City.

Dialogue with City staff, external agencies, local business owners, and the Queenstown BIA revealed the current process to be lengthy and that efficiencies could be realized. Most challenging for event organizers has been adhering to Council's agenda deadlines, especially with the reduced Council meetings during July and August. A majority of community events occur during the summer months, creating challenges for event planners to meet these deadlines. Further, the separate application process for Licence to Occupy Agreements and street closures was time consuming for event planners.

ANALYSIS

The Council of the City of Sault Ste. Marie has the authority under Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, to delegate its powers to officers of the Corporation it deems fit. Council may delegate its power to enter into and execute certain agreements, and may impose restrictions on said powers that are considered appropriate.

The proposed procedure amalgamates the Licence of Occupation and street closure procedures into one application for community events on temporarily closed portions of City streets. This simplifies the process for both the applicant as well as City staff.

The procedure allows applicants to submit one application directly to the Clerk's Department. Clerk's will be responsible for circulating the application to applicable City departments and external agencies for review and comment. The application and comments will then be forwarded to the Director of Public Works, or his/her designate, for a final determination with respect to the street closure; and then to the Deputy CAO – Community Development and Enterprise Services ("CDES"), or his/her designate, to complete the Licence to Occupy Agreement.

If appropriate to enter into a Licence to Occupy City Property Agreement, CDES will prepare this agreement based off of the attached standard form agreement, while incorporating comments from the circulation. An agreement that deviates from the standard form will be sent to the Legal Department for review. The Legal Department will perform a corporate search on any new applicants and a property identifier search, if necessary, on the property. The City's Risk Manager will assist in reviewing the insurance certificate to ensure it meets the City's standards.

A request for an exemption to the Noise By-law will not be necessary as the proposed amendment to the By-law 80-200 will create an exemption for all municipally approved community events.

The proposed procedure will formalize the application process and streamline the procedure for community organized events hosted on temporarily closed portions of City streets.

FINANCIAL IMPLICATIONS
There is no significant financial impact associated with this matter.

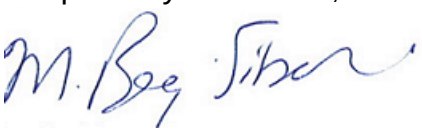
STRATEGIC PLAN / POLICY IMPACT
Streamlining community event applications supports the strategic direction of delivering excellent customer service under the Service Delivery strategic focus area of the corporate Strategic Plan.

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

By-law 2018-100 which delegates the authority for the processing and approval of downtown event applications to the Deputy CAO – Community Development and Enterprise Services, or his/her designate, appears elsewhere on the agenda and is recommended for approval.

By-law 2018-101 which amends Noise By-law 80-200 to incorporate municipally approved community events as an exemption appears elsewhere on the agenda and is recommended for approval.

Respectfully Submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Council

MBS/hh
Attachments

mw\\CITYDATA\Legal\Staff\COUNCIL\REPORTS\2018\Delegation of Signing Authority - Licence of Occupation Agreement for Special Events.docx

Schedule "A"

CITY OF SAULT STE. MARIE POLICY:

COMMUNITY EVENTS HOSTED ON CLOSED STREETS

SUBJECT: This Policy applies to requests to utilize temporarily closed City streets (or other City owned property, excluding City-owned facilities) for the purposes of hosting social, recreational, athletic and/or community events.

PURPOSE: To ensure that the processing of applications for community events hosted on temporarily closed City streets, including social, recreational and athletic events are done in a consistent, efficient, and safe manner.

POLICY/PROCEDURE

A. *Application Process*

1. Applicants shall complete the Community Events Hosted on Closed Streets Application form (the "Application") in its entirety. Application forms shall be made available via the City's website and in hard-copy at the City Clerk's Department. The Application form is attached to this Policy as Appendix "A".

2. Completed Application forms shall be submitted to the Clerk's Department at least **thirty (30) days** prior to the intended event. Application forms may be submitted in the following manner:
   i. Electronically to cityclerk@cityssm.on.ca; or
   ii. In person at the City Clerk's Department, Civic Centre – Level 4, 99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6.

3. Upon receipt of the Application, the Clerk's Department shall forward the Application to the Manager of Traffic & Communications and the Director of Public Works, or his/her designate ("Public Works") to complete a review of the street closure plan; and to the Deputy CAO – Community Development & Enterprise Services, or his/her designate ("CDES") to review the event particulars.

4. The Manager of Traffic & Communications and Public Works shall consult with the Applicant regarding the street closure plan and revise the plan as necessary. The Manager of Traffic & Communications and Public Works shall then provide the Clerk's Department with the revised street closure plan (CDES will be copied on all correspondence for information purposes).

5. Once the Clerk's Department receives confirmation of the street closure plan, the Clerk's Department will circulate the Application form, including the revised street closure plan, and request review of same from the following City Departments and external agencies:
   i. Sault Ste. Marie Police Services (Traffic Division, Patrol Services and Investigative Services);
   ii. Sault Ste. Marie Fire Services;
   iii. Sault Ste. Marie Emergency Medical Services;
   iv. Central Ambulance Communication Centre;
   v. Sault Ste. Marie Transit Services, including the Parking Division;
   vi. Sault Ste. Marie Public Works Department, including Traffic & Communications;

vii. Sault Ste. Marie Building Division;
viii. Sault Ste. Marie's Community Development and Enterprise Services Department;
ix. Sault Ste. Marie Legal Department, including the Risk Manager;
x. Sault Ste. Marie Accessibility Office;
xi. Sault Ste. Marie Engineering Department;
xii. Algoma Public Health (*if applicable)*;
xiii. Alcohol and Gaming Commission of Ontario (*if applicable*).

The above-noted City Departments and external agencies shall have five (5) business days from the date of receipt to review the Application form and provide commentary to the Clerk's Department. The Clerk's Department shall monitor and gather the commentary provided.

6. **If the Application is for a temporary street closure only**, comments shall be forwarded the Public Works only.
   i. Public Works shall have five (5) business days from the date of receipt to evaluate the evaluate the Application form, street closure plan and applicable comments and determine whether the street closure shall be approved or denied.
   ii. Public Works shall then notify the Applicant and the Clerk's Department of the final determination of the Application.

7. **If the Application is for both a temporary street closure and an event**, comments shall be forwarded to both Public Works and CDES.
   i. Public Works shall have five (5) business days from the date of receipt to evaluate the Application form, street closure plan and applicable comments and determine whether the street closure shall be approved or denied.
   ii. Public Works shall then notify CDES of the decision and shall advise CDES whether barricades will be provided by the City for the street closure.
   iii. Upon receipt of Public Works' decision concerning the street closure, CDES shall have five (5) business days to evaluate the Application form, event particulars and applicable comments and determine whether the Application, as it pertains to the event, shall be approved or denied.
   iv. CDES shall then advise the Applicant as to the outcome of the Application (including the street closure) and of any pertinent comments received from City Departments and external agencies identified in Section (A)(4).
   v. CDES shall inform Public Works and the Clerk's Department of the final determination of the Application.

8. Any Application approved by CDES shall be subject to the Applicant entering into a Licence to Occupy City Property Agreement (the "Licence") with the City and the CDES shall inform the Applicant of such. A standard form Licence is attached to this Policy as Appendix "B".

9. The Applicant will be required to address any issues raised by relevant City department(s), to their satisfaction, prior to any Licence being entered into. In some instances, the concerns may be of a nature that cannot be resolved and the request for a will be denied. A letter confirming same will be sent to the Applicant from the CDES Department.

10. If the Clerk's Department receives confirmation that the Application has been approved, the Clerk's Department shall advise Corporate Communications of same so that public notice of the street closure can be made via the City's website. The Clerk's Department shall also give notice to City Council via the next available City Council Correspondence Agenda. The Clerk's Department shall also notify the City Departments and external agencies identified in Section (A)(4) of this Policy that the event and street closure will proceed.

B. *Street Closure*

11. The Applicant shall:
    i. Close the City's street in accordance with the Ontario Ministry of Transportation's Ontario Traffic Manual (Book 7 Temporary Conditions); and
    ii. Supply the signage, barricades, cones, and other equipment necessary to ensure compliance with the Ontario Traffic Manual (Book 7 Temporary Conditions), unless approved through the City's Sustaining and Other Grants Policy.

12. Public Works may authorize the use of City equipment for the street closure. Public Works shall notify the Applicant in writing of such approval. In the event the Applicant receives such approval, the Applicant must contact the Public Works main line at 705-759-5201 five (5) business days prior to the street closure to enter a work order for equipment setup.

C. *Licence to Occupy City Property Agreement*

13. If appropriate to enter into a Licence, the CDES Department will prepare such an agreement. The Licence is for insurance purposes and to confirm the agreement between the parties. The Licence will include various provisions related to the event details, permissions and approvals, liability, etc.

D. *Insurance Requirements*

14. The Applicant must meet insurance requirements to the satisfaction of the City Legal Department—coverage in the amount of $5,000,000. The Corporation of the City of Sault Ste. Marie must be named as "Additional Insured" on the policy and proof of insurance must be filed with the CDES Department.

E. *Deferring Applications to City Council*

15. Public Works and/or CDES may defer an Application to City Council for review and consideration, at his/her sole discretion. In such a case, a report shall be submitted to City Council providing background on the event request and the reason for deferring to City Council.

16. An Applicant whose Application is denied may request that the Application be considered by City Council at the next regular Council Meeting, if practicable. Public Works and/or CDES shall submit a Council Report providing background on the event request and the reasons for which the Application was denied.

F. *Fees*

17. There shall be no fee to submit an Application.

G. *Noise Exemption*

18. Any events approved through the City of Sault Ste. Marie Community Events Hosted on Closed Streets Application process shall be exempt from the City's Noise By-law #80-200.

H. *Amendments to Policy/Procedure*

19. Minor amendments to the Application form and/or operational procedure for Community Events Hosted on Closed Streets may be made, as necessary, by Public Works and/or CDES, and in conjunction with the City Departments and external agencies identified in Section (A)(4) of this Policy.

hh\\CITYDATA\Legal\Staff\LEGAL\CSD\C3 CSD General\Downtown Events Delegated Authority\Community Event and Street Closure Application Policy.docx

Appendix "A"

City of Sault Ste. Marie
Community Events Hosted on Closed Streets Application

The purpose of this application is to request the City's approval to temporarily close a portion or the entirety of a City street and/or to occupy a City street to host an Event. Applications are reviewed by relevant City staff and require formal approval from the Public Works Department and Community Development & Enterprise Services Department ("CDES"). Where any structures will be placed on the closed street, a Licence to Occupy City Property Agreement will be required.

Applications must be submitted **at least thirty (30) days prior** to the proposed Event date. Completed Application forms and supporting documents shall be submitted to the City Clerk's Department, Level 4, Civic Centre, 99 Foster Drive or via email to the City Clerk at cityclerk@cityssm.on.ca.

1. CONTACT INFORMATION

APPLICANT INFORMATION

First Name	**Middle Initial**	**Last Name**	
Mailing Address	**City**	**Prov.**	**Postal Code**
Primary Phone	**Secondary Phone**		**Email**

ESTABLISHMENT/ORGANIZATION INFORMATION

Operating Name	**Corporation Name/Number** (if applicable)
Address	**Phone Number**
Full name of the individual who can legally bind the corporation:	

2. EVENT DETAILS

Event Name	**Event Date**
Event Location	**Anticipated number of attendees**

Duration of Event **From** _____ a.m./p.m. **to** _____ a.m./p.m.	

Will the Event involve structures being assembled on City Property (i.e., tents, stages, seating, etc.)? Yes □ No □ *If yes, please complete section 3 below
Does the Event require the temporary closure of a City street(s) or other portion of City property? Yes □ No □ *If yes, please complete section 4 below
Will alcohol be served at the Event? Yes □ No □ *If yes, please complete section 5 below
Will food be served at the Event? Yes □ No □ *If yes, please complete section 6 below

3. EVENT PROGRAMMING

A sketch/illustration of the proposed Event setup **must** be included with this application. The sketch must clearly identify the approximate location of any structures or displays that will be placed on City property (i.e., stages, tents, vehicles, food trucks, railing systems, outdoor furniture, etc.). Sketches must include dimensions and approximate distances from City sidewalks. ***See Appendix A for an example of a sketch.***

Pursuant to the Ontario Building Code structures of a certain size and location require a permit. Applicants must consult with the Building Department, Level 5, Civic Centre to obtain all necessary approvals and permits.

Is a sketch of the proposed Event setup attached?
Yes □ No □

Applicants must also include a list of proposed activities/programming (i.e., live music, face painting, car displays, dancing, alcohol service, etc.) to take place during the Event. ***See Appendix B for an example of a programming list.***

Is a programming list attached?
Yes □ No □

If any structures are proposed to be set up on City property, a Licence to Occupy City Property Agreement will be necessary. However, there is no guarantee that this proposal will result in a Licence to Occupy City Property Agreement.

PROGRAMMING PROVIDER(S)

Name of Licensed Establishment (I.e., business name)	Name of Primary Contact	Primary Telephone Number

4. STREET CLOSURE DETAILS

I acknowledge that all street closure plans are subject to approval by the Manager of Traffic & Communications and the Director of Public Works and that a consultation may be required. □

I acknowledge that I am responsible for closing the City's street(s) in accordance with the Ministry of Transportation's Ontario Traffic Manual (Book 7 Temporary Conditions); and supplying the signage, barricades, cones, and other equipment necessary for the road closure, unless approved through the City's Sustaining and Other Grants Policy. □

If Public Works authorizes the use of City equipment for the street closure, I acknowledge that I am responsible for contacting Public Works at 705-759-5201 five (5) business days prior to the street closure to enter a work order for equipment setup. □

STREET CLOSURE TIMELINE

Date of street closure	**Time of street closure** From _____ a.m./p.m. to _____ a.m./p.m.
Date of street closure	**Time of street closure** From _____ a.m./p.m. to _____ a.m./p.m.
Date of street closure	**Time of street closure** From _____ a.m./p.m. to _____ a.m./p.m.

STREET CLOSURE LOCATION

Name of City street to be closed: _____	**Between which reference points (i.e., civic addresses, intersections, or side streets) are you requesting the street to be closed?** From: _____ To: _____
Name of City street to be closed: _____	**Between which reference points (i.e., civic addresses, intersections, or side streets) are you requesting the street to be closed?** From: _____ To: _____
Name of City street to be closed: _____	**Between which reference points (i.e., civic addresses, intersections, or side streets) are you requesting the street to be closed?** From: _____ To: _____

5. ALCOHOL

Applicants wishing to host a licenced area on City property must obtain Alcohol and Gaming Commission of Ontario ("AGCO") approval for the Event. As part of the application process, it is possible the AGCO will require applicants to obtain a "Letter of Non-Objection" from the Municipality. ***A sample of a "Letter of Non-Objection Request" is presented in Appendix C.***

The Event organizer and/or host must satisfy all liquor licence requirements and provide written confirmation (by facsimile or email) from the AGCO that such approval has been granted.

Has contact with the AGCO been made?
Yes □ No □ *If no, please do so prior to submitting this application

ALCOHOL PROVIDER(S)

Name of Licensed Establishment (I.e., business name)	Name of Primary Contact	Primary Telephone Number

6. FOOD

Applicants wishing to serve food or beverages on City Property must contact Algoma Public Health ("APH") to ensure the necessary steps are taken and appropriate applications are filed. The Event organizer must ensure that it has satisfied the requirements set out by APH and provide written confirmation from APH that such approval has been granted.

Has the APH been contacted?
Yes □ No □ *If no, please do so prior to submitting this application

FOOD PROVIDERS (Any vendors, including food trucks, who will be providing food at the proposed Event)

Name of vendor (i.e., business name)	Telephone number	E-mail

7. ATTACHMENTS

☐ Sketch/illustration of Event setup ☐ Programming list ☐ Street closure plan

☐ Application filed with AGCO* ☐ Application filed with APH* ☐ Other:_____

*if applicable

8. INSURANCE REQUIREMENTS

The applicant must meet insurance requirements to the satisfaction of the City Legal Department—coverage in the amount of $5,000,000. The Corporation of the City of Sault Ste. Marie must be named as "Additional Insured" on the policy and proof of insurance must be filed with the CDES Department.

9. STATEMENT OF THE APPLICANT

I _____ hereby declare that the information and attachments provided in this application are, to the best of my knowledge, a true and complete representation of the purpose and intent of this application. I submit this application with the acknowledgement that the information contained in this application will be on file in the City of Sault Ste. Marie's Clerks Department, will be circulated to various City departments and external agencies for comments, and will be made available to the public upon request.

Questions about this collection of information can be made to the City's Legal Department (705-759-5400).

Signature of Applicant: _____ **Date:** _____

INTERNAL USE ONLY (CLERK'S DEPT.)

Date Application received by Clerk's Dept.: _____

Date Application forwarded to Public Works & CDES: _____

Date circulated: _____

☐Police ☐ Fire Services ☐EMS ☐ Transit ☐ Legal ☐ Risk Manager ☐ CDES ☐ C.A.C.C. ☐ DTA

☐ Building ☐ Accessibility ☐ Public Works ☐ Traffic & Communications ☐ Engineering ☐ APH* ☐ AGCO*

*if applicable

Date comments submitted to Public Works & CDES: _____

Date departments notified Event/street closure will proceed: _____

INTERNAL USE ONLY (PUBLIC WORKS)

Date of street closure consult: _____

Application reviewed by: _____

☐APPROVED ☐ DENIED

Date Applicant notified (street closure only):

_____

Date CDES & Clerk's notified (street closure and Event):

_____

INTERNAL USE ONLY (CDES DEPT.)

Application reviewed by: _____

☐APPROVED ☐ DENIED

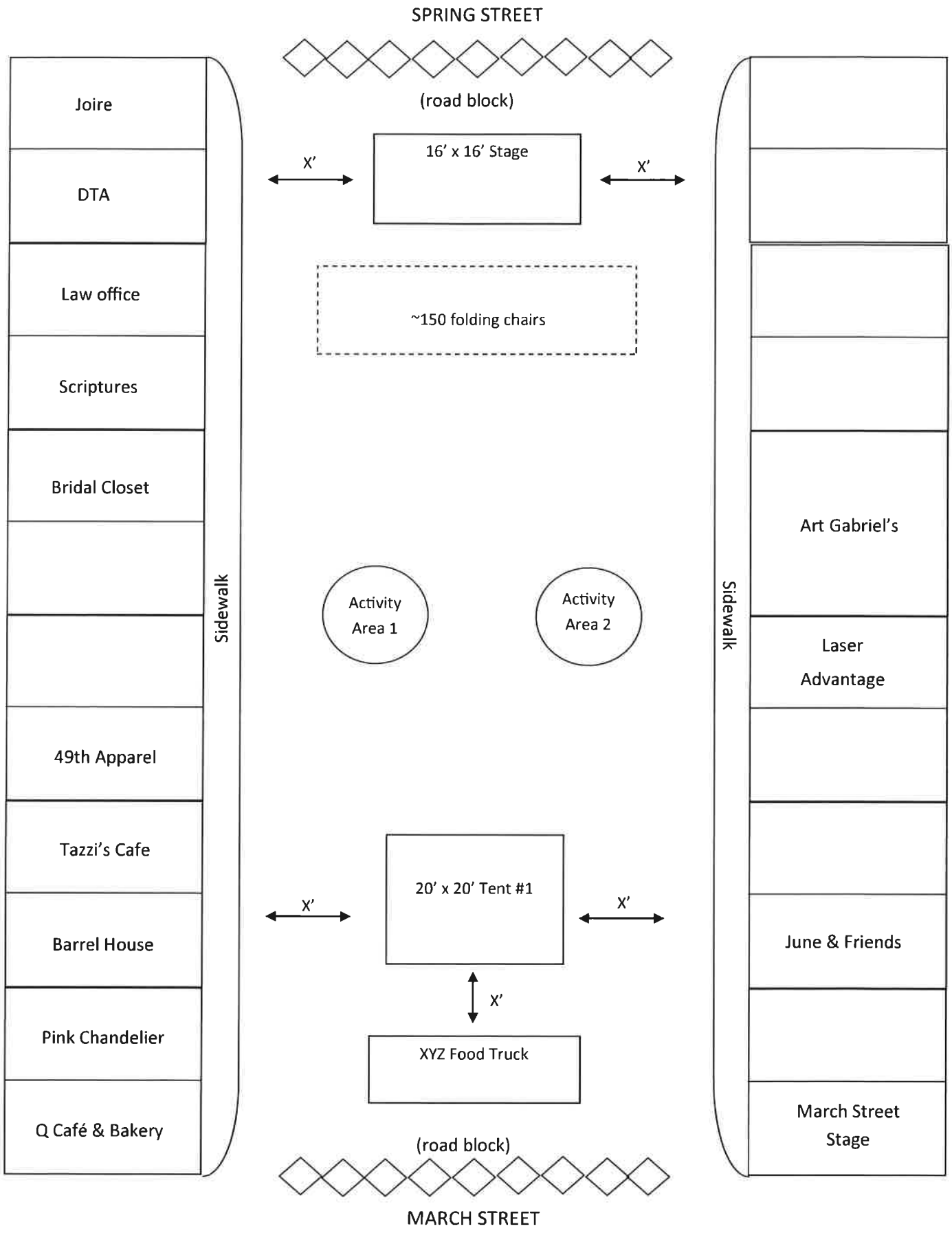
Date Applicant notified: _____

Date Public Works & Clerk's notified:

_____

Date Licence to Occupy signed: _____

Appendix A—Sample Event Layout



Appendix B - Sample Event Programming List

1. XYZ Food Truck
    a. XYZ Food Truck will be providing barbecue style food for guests. The truck will be providing food for the entirety of the event.

2. 20' x 20' Tent #1
    a. This tent will house the licensed area where alcohol will be served. ABC Bar Inc. will operate the licensed tent.

3. Activity Area 1
    a. Arts and crafts for children will be located in this approximate location.
    b. A balloon artist will providing balloon art to attendees

4. Activity Area 2
    a. A face painting station will be located in this approximate location

5. 16' x 16' Stage
    a. A 16' x 16' stage (3' in height) will be setup for live musicians that will begin playing at 6 p.m. to 10:00 p.m.

Appendix C - Sample Request for Letter of Non-Objection

XYZ Bar & Restaurant Inc.
123 Fake Street
Sault Ste. Marie, ON A1B 2C3

DATE

City Clerk Department
Civic Centre, 4th Floor
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

To Whom It May Concern:

RE: Event title – letter of non-objection request

The XYZ Bar & Restaurant Inc. is currently in the process seeking City approval to host a downtown event [BRIEF PARTICULARS OF THE EVENT] on Queen Street East on [EVENT DATE], from [TIME SPAN].

In accordance with the requirements of the Alcohol & Gaming Commission of Ontario (AGCO), we at XYZ Bar & Restaurant Inc., license #XXXXX, have applied for a temporary extension of our licence specifically for the event. We have met with AGCO Inspector, Jane Doe to inform her of the event details.

We are seeking a letter from the municipality stating its non-objection to the proposed extension. We require a letter confirming same to forward to the AGCO inspector.

Your assistance in this matter is greatly appreciated.

Yours truly,

John Doe
XYZ Bar & Restaurant Inc.

c. Community Development & Enterprise Services Department
Civic Centre, 3rd Floor
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Appendix "B"
LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this * day of *, 20**.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and –

COMPANY NAME

(herein referred to as the "Licencee")

The City grants to the Licencee(s) the right to occupy the property of the City ("City Property") identified as a section of Street Name, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City's Outdoor Patio Program, and specifically as shown and identified on Schedule "A" attached to this Licence.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

ORGANIZATION NAME

Date: _____

_____

Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on Date of Event:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by the Licencee(s). The City and Licencee(s) acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

List temporary structures and programming here.

[Add the following for Licenced Areas and/or Patios]:

A. "Alcohol Service Provider(s)":

In this Licence, (list all parties to the agreement who will be operating a licenced area/serving alcohol) are collectively referred to as the "Alcohol Service Providers". In this Licence, a reference to an "Alcohol Service Provider" means each of (list all parties to the agreement who will be operating a licenced area/serving alcohol) as it relates to their respective establishment.

"Extended Patio Area":

In this Licence, Extended Patio Area refers to a licensed area operated by an Alcohol Service Provider that is assembled adjacent and directly in front of an existing establishment and place of business operated by that Alcohol Service Provider.

"Pop Up Patio":

In this Licence, Pop Up Patio refers to a licensed area operated by an Alcohol Service Provider that is not assembled adjacent to an existing establishment and is located on the City's roadway.

The above is collectively referred to as the "Programming" in this Licence Agreement.

SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants permission to the Licencee(s) to set up and conduct the Programming specifically enumerated in Schedule "A" to this Licence Agreement on Date of Event as part of the Programming on Street Name, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for Date of Event:
    a. Between the hours of Time of Event, the Licencee(s) may setup matters in Schedule "A" to this Licence Agreement;
    b. Between the hours of Time of Event, the Programming may carry on;
    c. [Add the following for Licenced Areas and/or Patios]: Between the hours of Time of Event the Licencee(s) may serve alcoholic beverages on the Pop Up Patio and/or Extended Patio Area, in accordance with their Temporary Liquor Licence Extension acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
    d. By the hour of End Time of Event on Date of Event, the Licencee(s) shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

    The above is collectively referred to as the "Event" in this Licence Agreement.

2. [Add the following if a Temporary Street Closure is requested] The Licencee(s) warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
    a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
    b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 2" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.

3. [Add the following for Tents and/or inflatable structures] The tent structure(s) and/or inflatable structures described in Schedule "A" to this Licence are to comply with the following conditions:
    a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
    b. The tent structure(s) must be at ground level and must not be raised in any way;
    c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and

d. The tent structure(s), inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act,* 1997, S.O. 1997, c. 4.

4. The Licencee(s) warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Licencee(s) shall comply with the following conditions:
   a. The Licencee(s) shall ensure that pedestrian traffic on the City's sidewalks will not be impeded by any aspect of the Programming;
   b. The Licencee(s) shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005,* S.O. 2005, c. 11; and
   c. The Licencee(s) shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.

5. The Licencee(s) agrees to comply with all City and AGCO (if applicable) regulations including placement of barricades to the satisfaction of the City and fire safety.

6. **[Add the following if food is being served]:** The Licencee(s) represents and warrants that prior to the commencement of the Event, the Licencee(s) has obtained any and all required permits and has complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming.

7. **[Add the following if food is being served]:** Prior to the commencement of the Event, the Licencee(s) shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Deputy CAO – Community Development and Enterprise Services, or his/her designate, by Due Date, the Licencee(s) acknowledge and agree that the Programming shall not proceed on Date of Event as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

   CITY:

   Deputy COA – Community Development and Enterprise Services
   Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie, ON P6A 5N1
   Tel: (705)759-5310
   Fax: (705)759-6605

8. **[Add the following for Licenced Areas and/or Patios]:** The Licencee(s) represents and warrants that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio and/or Extended Patio Area. The Licencee(s) further represents and warrants that they have submitted a written form of notification of their Pop Up Patio and/or Extended Patio Area Programming for the Event to the AGCO, Algoma Public Health, the

City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act,* R.S.O 1990, c. L. 19.

9. **[Add the following for Licenced Areas and/or Patios]:** The Licencee(s) acknowledges and agrees that they shall provide and serve alcohol for the Event at their Pop Up Patio and/or Extended Patio Area only if their Pop Up Patio and/or Extended Patio Area Programming is approved by the AGCO and the requirements set out in Section 9 below are satisfied. **[Add the following if the Downtown Association or another organization is sponsoring]:** The Downtown Association represents and warrants that it is the sponsor of the Pop Up Patios and/or Extended Patio and all other Programming related to the Event, including the Event itself.

10. **[Add the following for Licenced Areas and/or Patios]:** Prior to the commencement of the Event, the Licencee(s) shall provide the City, by facsimile or email, written confirmation from the AGCO that they have received approval for their Pop Up Patio and/or Extended Patio Area Programming for the Event. In the event that such confirmation of approval has not been received by the City by Time Due on Due Date, the Licencee(s) acknowledge and agree that the Event Programming shall not proceed on Date of Event with respect to the Pop Up Patio and/or Extended Patio Area component not so confirmed as required herein, and this Licence is hereby terminated as it pertains to the Pop Up Patio and/or Extended Patio Area not so confirmed as required herein. Such written confirmation shall be sent as follows:

    CITY:

    Deputy COA – Community Development and Enterprise Services
    Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5N1
    Tel: (705)759-5310
    Fax: (705)759-6605

11. **[Add the following for Licenced Areas and/or Patios]:** The Licencee(s) shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the Pop Up Patio and/or Extended Patio Area. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patio and/or Extended Patio Area. The Alcohol Service Providers and the Licencee(s) shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Alcohol Service Provider(s) and/or the Licencee(s) of such liquor licence requirements and/or approvals.

12. The Licencee(s) shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee(s) shall not erect

any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

Liability and Insurance

13. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Street Name, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee(s) shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

14. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Licencee(s) shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencee(s) shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.

15. All matters related to the Event are the responsibility of the Licencee(s). At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencee(s) acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

16. The Licencee(s) shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

17. The Licencee(s) shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million ($5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before Due Date. Should the Licencee(s) cancel the said insurance policy for any reason, the Licencee(s) must give the City thirty (30) days' written notice prior to cancellation.

Compliance with Laws

18. The Licencee(s) shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee(s) with such Laws, By-Laws, Rules and Regulations.

Taxes

19. The Licencee(s) shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

No Assignment

20. The Licencee(s) shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

Termination

21. This Licence Agreement shall terminate at End Time of Event on Event Date. The provisions of Paragraphs 2-19 of this Licence shall survive the termination of this Licence.

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Sale of 33 Wilks Street**

PURPOSE

The purpose of this report is to advise Council of the Offer received for the sale of 33 Wilks Street.

ATTACHMENT

Attached as Schedule “A” is a map of the subject property.

BACKGROUND

On June 26, 2017, By-law 2017-134 declared the Property surplus to the City’s needs and approved the disposition of same. The estimated current market value is Thirteen Thousand Six Hundred ($13,600.00) Dollars. The sale of the property was advertised in the Sault Star on September 30, 2017 and on the City’s web page.

The first time the property was advertised an Offer for Seven Thousand One Hundred and Fifty ($7,150.00) Dollars was received from Rob Dumanski of 41 Wilks Street. This Offer was too low so we waited and reposted the advertisement on March 17, 2018.

ANALYSIS

A new Offer to Purchase was received from Rob Dumanski and Lianne McLeod of 41 Wilks Street for Twelve Thousand Six Hundred ($12,600.00) Dollars. There are no conditions with the Offer.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the Property, it would be consistent with the City’s plan to dispose of surplus property. The current uses of the property is exempt from property taxation. Upon sale of the property, it may be assessable depending upon its ultimate use.

STRATEGIC PLAN / POLICY IMPACT
Not applicable.

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

Accept the offer submitted by Rob Dumanski and Lianne McLeod in the amount of Twelve Thousand Six Hundred ($12,600.00) Dollars.

By-law 2018-93, authorizing the said sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/tj
Attachment

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Schedule "A"
LINE
SECOND LINE WEST
WEST
BROOS ROAD
ANDERSON ROAD
WILKS STREET
BROOS ROAD
Subject Property
PRIVATE STORAGE GARAGE
DRIVEWAY ACCESS TO ABUTTING LAND
SF
VL

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Sale of Vacant Land on Highland Court**

PURPOSE

The purpose of this report is to advise Council of the offer received for the sale of a vacant strip of land adjacent to civic addresses 19 and 23 Highland Court.

ATTACHMENT

Attached as Schedule “A” is a map of the subject property.

BACKGROUND

On September 11, 2017, By-law 2017-175 declared the Property surplus to the City’s needs and approved the disposition of same. The estimated current market value is Ten Thousand ($10,000.00) Dollars. The sale of the property was advertised in the Sault Star on December 9, 2017 and on the City’s web page.

The first time the property was advertised an Offer was received for One Thousand One Hundred and Nineteen ($1,119.00) Dollars from Carrie Cerenzie of 19 Highland Court. This Offer was too low so we waited and reposted the advertisement on March 17, 2018.

ANALYSIS

A new Offer to Purchase was received from Carrie Cerenzie of 19 Highland Court for Three Thousand and Nineteen ($3,019.00) Dollars. There are no conditions and the interest in the property is for additional side yard.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the Property, it would be consistent with the City’s plan to dispose of surplus property. The current use of the property is exempt from property taxation. Upon sale of the property, it may be assessable depending upon its ultimate use.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

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

Accept the offer submitted by Carrie Cerenzie in the amount of Three Thousand and Nineteen ($3,019.00) Dollars.

By-law 2018-92, authorizing the said sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

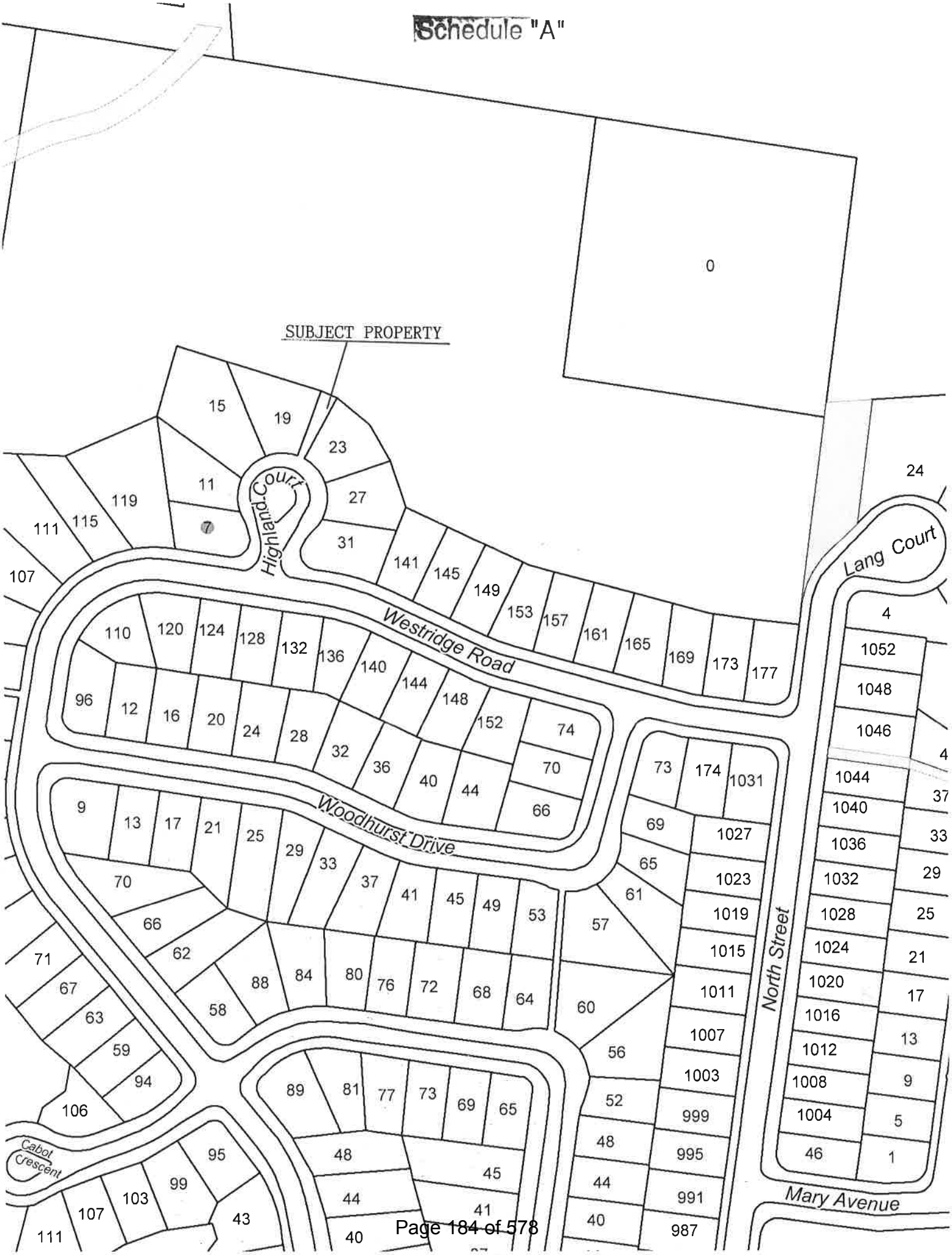


Nuala Kenny
City Solicitor

NK/tj
Attachment

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Schedule "A"


SUBJECT PROPERTY
0
Highland Court
Westridge Road
Woodhurst Drive
Lang Court
North Street
Mary Avenue
Cabot Crescent
15
19
23
11
27
7
31
119
115
111
107
141
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The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Sault Area Hospital Lease Agreement**

PURPOSE

The purpose of this report is to request Council's authorization of a Lease Agreement between the City and the Sault Area Hospital (the "Tenant").

BACKGROUND

For the past ten years the Tenant has been leasing City owned property located at 65 Old Garden River Road, for a cost of One Hundred Fourteen Thousand Eight Hundred and Ninety-Two ($114,892.00) Dollars annually. The Tenant uses this property for a Central Ambulance Communication Centre for the provision of call taking and dispatching of Emergency Medical Services for the District of Algoma and the municipality of Chapleau. The current agreement expired January 1, 2018. The Tenant now requires the Lease to continue to occupy the property.

ANALYSIS

In order for the Tenant to continue to use 65 Old Garden River Road, a lease agreement is necessary.

The Agreement fully indemnifies the City from and against all claims arising out of the Tenant's use of subject lands, and requires that the Tenant carry a minimum of Five Million ($5,000,000.00) Dollars insurance in a form that is satisfactory to the City's Risk Manager.

FINANCIAL IMPLICATIONS

The Lease Agreement calls for payment of rent of One Hundred Fourteen Thousand Eight Hundred and Ninety-Two ($114,892.00) Dollars annually.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

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

By-law 2018-94 authorizing the execution of a Lease Agreement between the City and Sault Area Hospital appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/tj

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The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Agreement with Electrical Safety Authority Continuous Safety Services Program**

PURPOSE

The purpose of this report is to recommend to City Council the renewal of the Agreement between the City and the Electrical Safety Authority (ESA) for the Continuous Safety Services Program (CSS).

BACKGROUND

The CSS program provides for the inspection of City buildings and facilities by the Electrical Safety Authority. These inspections highlight for the City possible electrical problems. City staff or electrical contractors can then fix those problems before they cause any injury. This program also provides inspections for other City installations such as traffic lights and electrical wiring for pumping stations. An important component of the ESA service under this program is the training offered by ESA. The training teaches City employees how to deal with electricity in a safe manner. City staff has found the program worthwhile in the years that the City has been involved in the program. In 2015 the annual fee paid was Twenty Seven Thousand Nine Hundred and Seventy ($27,970.00) Dollars.

ATTACHMENT

Attached as Schedule “A” is the Application to the Continuous Safety Services.

ANALYSIS

This program is an important one for the city. It is expensive but at the same time it shows the City’s due diligence in protecting its employees and members of the public from harm from electrical failures.

FINANCIAL IMPLICATIONS
For the three year period of April 1, 2018 to March 31, 2021 the fee of Thirty One Thousand Four Hundred and Sixty Two Dollars and Fifty Nine ($31,462.59) Cents plus HST can be accommodated in Legal's Licences Electrical Account which has an annual budget of Forty Five Thousand ($45,000.00) Dollars.

STRATEGIC PLAN / POLICY IMPACT
Not applicable.

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

By-law 2018-77 authorizing the renewal of the Continuous Safety Services Agreement appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/tj
Attachment

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Electrical Safety Authority

Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

(1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
(2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
(3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf

The scope of work covered by the CSS program is explained at http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412_CSS_Scope_of_Work.pdf

Applicant / Billing Information

Company (Legal) Name: CITY OF SAULT STE MARIE
City: SAULT STE MARIE
Address: 99 FOSTER DR, PO BOX 580
PO Box: _____ Postal: P6A 5N1
Contact Person: ORSALINA NACCARATO
Title: ADMIN ASSISTANT TO THE CITY SOLICITOR
Phone: 705-759-5401 Fax: _____ Email: o.naccarato@cityssm.on.ca

The inspector should contact the following person to arrange for the inspections:
Name: ALDO IACOE Phone: 705-759-5367 Email: a.iacoe@cityssm.on.ca

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

Signature: PER: _____ Date: _____
MAYOR-CHRISTIAN PROVENZANO

PER: _____
CITY CLERK - MALCOM WHITE

Schedule A – Fee Schedule

The Applicant agrees to pay the following fee to ESA for the period as specified:

$31,462.59 plus HST paid annually for the period beginning **April 1, 2018** and ending **March 31, 2021**, to be invoiced **Quarterly in Advance**.

Year 1 $31,462.59 plus HST for period April 1 2018 to March 31 2019
Year 2 $31,462.59 plus HST for period April 1 2019 to March 31 2020
Year 3 $31,462.59 plus HST for period April 1 2020 to March 31 2021

At the end of the term as specified above, the annual fee will increase based on the Ontario Consumer Price Index (CPI) from Statistics Canada, Table 326-0020.

Electrical Safety Authority

Application to the Continuous Safety Services Program

Schedule B – Facilities The following facilities are covered by the CSS Program:

36	155483	CITY SSM TRAFFIC LGHT VARIOUS LOCAT	99 FOSTER DR	SAULT STE MARIE					3
37	155551	FRONTENAC PUMP STATION	665 FRONTENAC ST	SAULT STE MARIE					1
38	155552	BUS DEPOT	160 QUEEN ST E	SAULT STE MARIE					2
39	155554	ESPOSITO PARK RINK AND CHANGEHOUSE	36 124 QUEEN ST W	SAULT STE MARIE					2
40	155558	MILLWOOD PUMP STATION	19 MILLWOOD	SAULT STE MARIE					1
41	155560	LANDFILL SITE OFFICE SCALE GARAGE	402 5 LINE E	SAULT STE MARIE					2
42	155561	CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE					4
43	156211	PARKING LOTS CITY SSM VARIOUS LOCAT	99 FOSTER DR	SAULT STE MARIE					1
44	156378	CEMETERIES OFFICE CHAPEL STORAGE	27 FOURTH LINE E	SAULT STE MARIE					1
45	163190	CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE					4
46	174457	FARMERS MARKET	35 CANAL DR	SAULT STE MARIE					1
47	174465	LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE					2
48	174466	SERVICE BLDG AND TENT STRUCT BONDAR	65 FOSTER DRIVE	SAULT STE MARIE					2
49	174467	PINE ST MARINA FUEL PUMPS & SERV B	20 PINE STREET	SAULT STE MARIE					2
50	174468	PINE ST MARINA DOCKS	20 PINE STREET	SAULT STE MARIE					1
51	174470	BANDSHELL CANTEEN AND WASHROOMS	1301 QUEEN ST E	SAULT STE MARIE					2
52	174471	MAUSOLEUM AND ROTUNDA HOLY SEP CEME	28 FOURTH LN E	SAULT STE MARIE					1
53	174472	EQUIPMENT GARAGE FUEL PUMPS 3 STORA	1504 PEOPLES RD	SAULT STE MARIE					2
54	174473	NORTH ST FIELD GRANDSTANDS & CHANGE	427 453 NORTH ST	SAULT STE MARIE					2
55	174474	OFFICE REC STORAGE	316 ELIZABETH ST	SAULT STE MARIE					2

Schedule B – Facilities The following facilities are covered by the CSS Program:

56	174476	OFFICE BUILDING ON ALBERT ST	540 ALBERT ST E	SAULT STE MARIE					2
57	174478	FIREHALL 4 EMS STORAGE & REPAIR GAR	65 OLD GARDEN RIVER RD	SAULT STE MARIE					2
58	174481	BOARD WALK LIGHTING AND DIST	ST MARYS RIVER DRIVE	SAULT STE MARIE					1
59	174559	UPPER LAKE ST UNDERGROUND PUMPING	UPPER LAKE ST	SAULT STE MARIE					1
60	174568	MERRIFIELD RINK AND CHANGEHOUSE	331 PATRICK ST	SAULT STE MARIE					1
61	174571	QUEEN ELIZABETH PARK AND BUILDINGS	280 ELIZABETH	SAULT STE MARIE					2
62	174572	STRATHCLAIR PARK AND BUILDINGS	1064 1198 2 LINE E	SAULT STE MARIE					2
63	195492	WELCOME SIGN SSM N	HWY 17 N AT CITY LIMITS	SAULT STE MARIE					1
64	195493	NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE					2
65	195494	5 LINE LANDFILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE					1
66	195495	OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE					1
67	200695	HOUSEHOLD HAZARDOUS WASTE DEPOT	402 5 LINE E	SAULT STE MARIE					2

Electrical Safety Authority

Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

1 ESA will conduct an initial facility review.

2 ESA will occasionally conduct facility reviews during scheduled visits.

3 ESA will provide access to use the on-line logbook system (CSSL).

4 ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 67 Total # of Visits: 102

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Peter Tonazzo, Senior Planner, RPP**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **A-10-18-Z - 680 Fifth Line East (Sherry Bernard)**

PURPOSE

The Applicant is seeking Council's approval to permit a second dwelling unit upon the subject property, to be located on the second floor of the detached garage.

PROPOSED CHANGE

The Applicant, Sherry Bernard, is seeking Council's approval to rezone the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to permit a second dwelling upon the subject property, to be located on the second floor of the detached garage.

Subject Property

- Location – The subject property is located on the southeast side of Great Northern Road, approximately 294m (964') northeast of its intersection with Fifth Line East.
- Size – The irregularly shaped property has approximately 31m of frontage along Fifth Line East and 379m of frontage along Great Northern Road, totalling 3.48ha (8.6acres).
- Present Use – Rural Residential
- Owner –Sherry Bernard

BACKGROUND

There have been a number of previous applications upon the subject property. Prior to 2004, the property formed part of a larger parcel which was home to Martins Trailers. In 2004, a rural residential lot was created. In June 2010, and again in November 2010, 2 additional rural lots were created. In 2012, a 4th rural lot was created from the original parcel which existed prior to 2004. Planning staff did not support the creation of the additional lots in 2010 and 2012.

ANALYSIS

Conformity with the Official Plan (OP)
The subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan.

Section 2.3.6 of the Official Plan states *'the overall intent of the Plan is to direct the majority of residential growth within the existing Urban Settlement Area, generally not more than 10% of new residential development should occur in the Rural Area.'* Current Official Plan policies speak to among other things, limiting the creation of rural residential lots, but the OP does not directly address multiple dwelling upon the same lot.

The *Strong Communities Through Affordable Housing Act 2011* recently came into effect, which requires Municipalities to establish Official Plan policies and Zoning By-law provisions to authorize 'second units' in single, semi and row houses, as well as accessory structures, in both urban and rural areas.

'Second Units' are self-contained residential units with a private kitchen, bathroom facilities and sleeping areas, within dwellings, such as a basement apartment or within structures ancillary to a dwelling unit, such as above a garage. Second units cannot be standalone structures.

The applicant is proposing to locate a second dwelling unit upon the subject property, above a detached garage, which would be classified as a 'second unit' in accordance with the aforementioned legislation.

As the name implies, the *Strong Communities Through Affordable Housing Act* was enacted in order to increase the supply and range of affordable rental accommodation, and to allow homeowners to earn additional income to help meet the cost of homeownership. Other benefits include providing more housing options for extended families, elderly parents or live-in caretakers.

Ministry of Municipal Affairs (MMA) staff has indicated that 'second units' are a Provincial priority. In fact, the *Strong Communities Through Affordable Housing Act* also amended the *Planning Act* to remove the ability to appeal the establishment of OP policies and Zoning By-law regulations related to Second Units.

Current guidance documents suggest that second suites should be permitted in single, semi, and town houses, in both urban and rural areas, and those regulations should also consider reduced parking requirements for second suites. Notwithstanding site specific constraints, it is difficult to determine the level of local discretion that will be permitted when implementing second suite regulations.

Planning staff does have broad concerns with the regulations. For example, locally, there exist blocks of semi-detached dwellings with single lane shared driveways. Each semi could conceivably convert to a fourplex, which would likely result in significant parking issues within the single lane shared driveways. Provincial Policy also requires that rural residential development be 'limited'. Would permitting second suites throughout the Rural Area constitute limited rural residential development? Given the creation of affordable units is a major goal of the legislation; is it appropriate to locate affordable housing units in rural areas which may not have easy access to public transit, commercial amenities and other services? One could argue there exists a conflict between competing Provincial policies which have both been identified as Provincial priorities.

A number of municipalities are currently implementing second unit policies and regulations, with Sudbury being the only Municipality in Northern Ontario to implement the regulations. Sudbury's approach is to permit second units in single, semi and town house units in both urban and rural areas.

A comprehensive review and public consultation is required prior to implementing these provisions. Planning staff will conduct this review as part of the New Official Plan Project. It is anticipated that this review will be completed by late fall. It may also be appropriate to bring forward Official Plan and Zoning By-law amendments for Council's consideration prior to the completion of the new OP.

In terms of Provincial Policy, MMA staff has indicated that in their opinion, this proposal, as well as permitting second units throughout the rural area, subject to site specific constraints, is consistent with the Provincial Policy Statement 2014.

This application does not conflict with any policies contained within the Growth Plan for Northern Ontario.

Comments
The applicant is seeking Council's approval to permit a 'second unit' upon the subject property to be located within a detached garage. Referring to the site plan attached, the subject property is large, and both the home and garage/second unit are located in a manner that all setback requirements are exceeded.

Consultation
The following Departments/Agencies commented on this Application as part of the consultation process:

- No comments/objections – PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Economic Development Corporation, Public Works, CN Railway Inc.
- See comments from the Building Division, Algoma Public Health Engineering Division, and Sault Ste. Marie Conservation Authority,

The attached correspondence from Building Division, Algoma Public Health and Sault Ste. Marie Region Conservation Authority remind the applicant that permits are required prior to construction. The applicant has been in touch with each agency and is aware of these requirements. It is also worth noting that the existing septic system which serviced a previous home on the property, which was demolished by fire, will be replaced with a larger system to accommodate the additional dwelling unit.

Correspondence from the Municipal Services Engineer notes that the proposed residence is located in close proximity (approximately 685m/2247') to the municipal landfill. Although the City makes every effort to control odour as part of the landfill operation, from time to time odours may be noticeable.

The CN (ACR) Rail Line abuts the rear lot line of the subject property. CN Rail was circulated but has not responded up to the drafting of this report. When the property was originally severed, CN Rail recommended a number of construction measures intended to mitigate noise impacts associated with the railway, including minimum insulation requirements, triple pane windows, and the installation of central air conditioning. The applicant is aware of and will incorporate these requirements into the design of both the unit above the detached garage, and the single detached home. In addition, when the lot was created, a condition of the consent was the registering on title of an 'easement in gross', which communicates to potential purchasers potential noise and vibration impacts from the rail line.

FINANCIAL IMPLICATIONS
Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT
Approval of this application is not linked to any Strategic Directions contained within the Corporate Strategic Plan.

SUMMARY

Although Planning staff has a number of concerns related to *Strong Communities Through Affordable Housing Act*, and at this point in time, the level of local discretion and flexibility in implementation is unknown. While it is recognized the legislation has a number of significant benefits, staff also has significant concerns. One could argue there exists conflicting Provincial policies, especially in relation to limited rural residential development.

Suffice to say a more comprehensive review and public engagement process is required, to further investigate and discuss the implementation of second unit policies. This will occur in the coming months as part of the New Official Plan Project, and it may be appropriate to bring forward Official Plan and Zoning By-

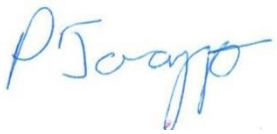
law amendments for Council's consideration, prior to the completion of a new OP.

Having said this, given that second units have been identified as a Provincial priority, and on the face of the *Strong Communities Through Affordable Housing Act*, staff is not in a position to deny this particular request.

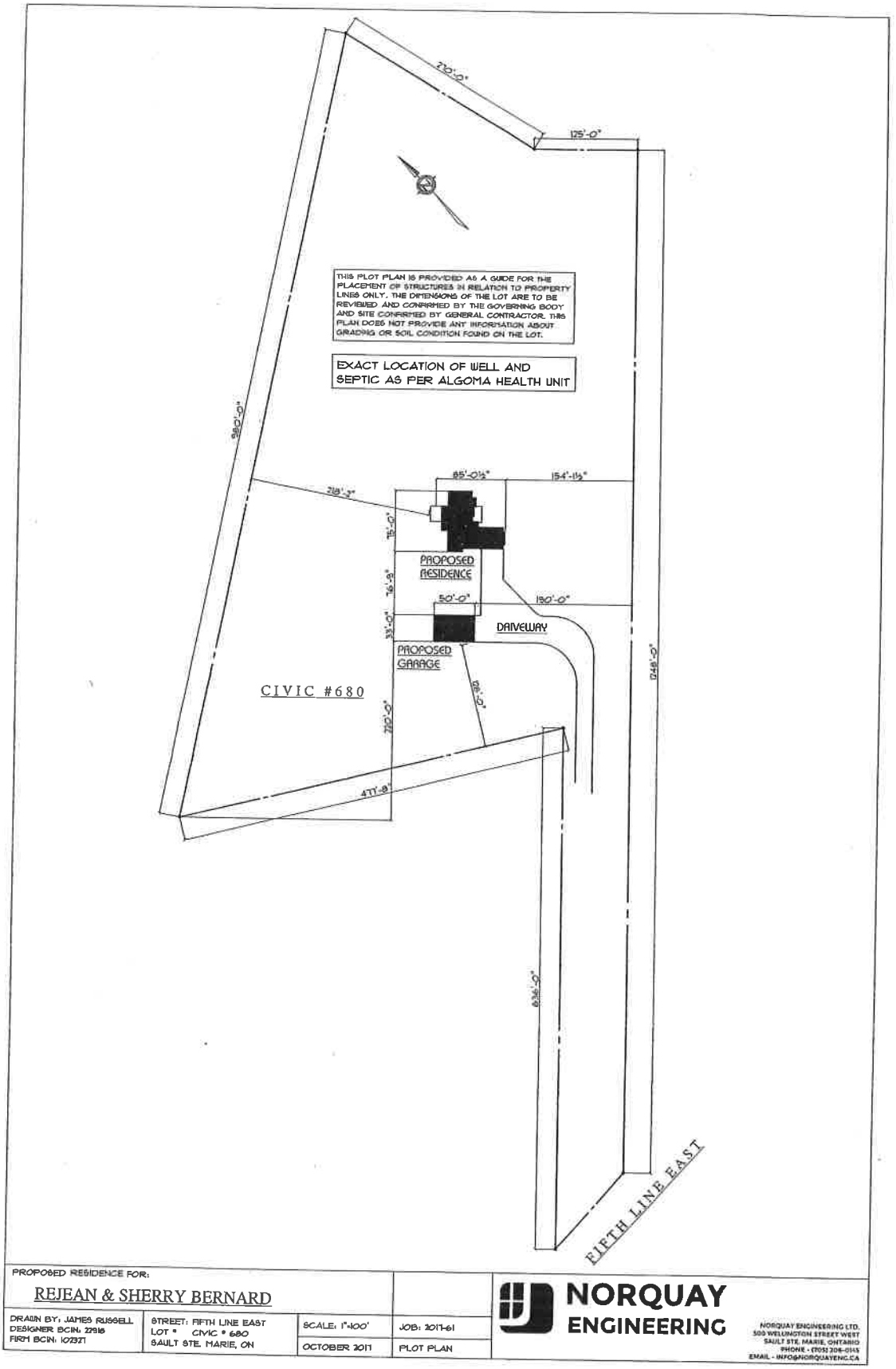
RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2018 05 14 concerning the Rezoning Application A-10-18-Z be received and that Council rezone the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to permit a second dwelling unit upon the subject property, to be located within a detached garage.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
p.tonazzo@cityssm.on.ca
705.759.2780


210'-0"
125'-0"
THIS PLOT PLAN IS PROVIDED AS A GUIDE FOR THE PLACEMENT OF STRUCTURES IN RELATION TO PROPERTY LINES ONLY. THE DIMENSIONS OF THE LOT ARE TO BE REVIEWED AND CONFIRMED BY THE GOVERNING BODY AND SITE CONFIRMED BY GENERAL CONTRACTOR. THIS PLAN DOES NOT PROVIDE ANY INFORMATION ABOUT GRADING OR SOIL CONDITION FOUND ON THE LOT.
EXACT LOCATION OF WELL AND SEPTIC AS PER ALGOMA HEALTH UNIT
380'-0"
85'-0½"
154'-11½"
218'-3"
75'-0"
PROPOSED RESIDENCE
76'-9"
50'-0"
150'-0"
33'-0"
DAIVEWAY
PROPOSED GARAGE
CIVIC #680
220'-0"
0'-9"
477'-8"
1248'-0"
836'-0"
FIFTH LINE EAST
PROPOSED RESIDENCE FOR:
REJEAN & SHERRY BERNARD
DRAWN BY: JAMES RUSSELL
DESIGNER BCIN: 22918
FIRM BCIN: 107371
STREET: FIFTH LINE EAST
LOT # CIVIC # 680
SAULT STE. MARIE, ON
SCALE: 1"=100'
JOB: 2017-61
OCTOBER 2017
PLOT PLAN
NORQUAY ENGINEERING
NORQUAY ENGINEERING LTD.
500 WELLINGTON STREET WEST
SAULT STE. MARIE, ONTARIO
PHONE - (705) 206-0345
EMAIL - INFO@NORQUAYENG.CA

Stephanie Perri

From: Frankie Bumbaco
Sent: Thursday, April 26, 2018 11:17 AM
To: Don McConnell
Cc: Stephanie Perri
Subject: A-10-18-Z - 680 Fifth Line East

Application No. A-10-18-Z
680 Fifth Line East

The Building Division has no objections to the proposed rezoning, however we would like to make the following comments;

- A building permit will be required for the proposed construction.
- A performance level review will be required from Algoma Public Health to confirm the septic system has the extra capacity for the 2nd dwelling unit.

Sincerely,

Frankie Bumbaco
PLANS EXAMINER
BUILDING DIVISION
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CIVIC CENTRE • 99 FOSTER DRIVE • SAULT STE. MARIE, ON, P6A 5X6
TEL: (705) 759-5398 FAX: (705) 541-7165
EMAIL: f.bumbaco@cityssm.on.ca

Algoma
PUBLIC HEALTH
Santé publique Algoma

www.algomapublichealth.com

May 3, 2018

PLANNING DIVISION
CITY OF SAULT STE. MARIE
P O BOX 580
SAULT STE MARIE ON P6A 5N1

Re: Proposed Official Plan Amendment - #A-10-18-2
680 Fifth Line East

Algoma Public Health has no objections to the proposed Official Plan Amendment for 680 Fifth Line East provided an application for the construction of the sewage system is submitted to and approved by Algoma Public Health prior to the issuance of a structural building permit.

For healthier communities,

Gary Leith, CPHI(C), BASc
Public Health Inspector
On-Site Sewage System Inspector #42676

/ta

cc: Sherry Bernard

Blind River
P.O. Box 194
9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake
ELNOS Building
302-31 Nova Scotia Walk
Elliot Lake, ON P5A 1Y9
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

Sault Ste. Marie
294 Willow Avenue
Sault Ste. Marie, ON P6B 0A9
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

Wawa
18 Ganley Street
Wawa, ON P0S 1K0
Tel: 705-856-7208
TF: 1 (888) 211-8074
Fax: 705-856-1752

Accredited for Excellence/Reconnu pour l'excellence

Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Friday, April 20, 2018 3:06 PM
To: Stephanie Perri
Subject: SSMRCA Response - A-10-18-Z - 680 Fifth Line East

Follow Up Flag: Follow up
Flag Status: Flagged

April 20, 2018

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-10-18-Z
Sherry Bernard
680 Fifth Line East
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a site plan review by SSMRCA and may require a permit.

SSMRCA has no objection to this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2018 04 30

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-10-18-Z
680 Fifth Line
Sherry Bernard

The Engineering Division has reviewed the above noted application and provides the following:

- The proposed residence is located in close proximity to the municipal landfill. Although the City makes every effort to control odour as part of the landfill operation, from time to time odours may be noticeable.

If you have any questions, please do not hesitate to contact the undersigned.

M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 680 Fifth Line East
Roll No.: 030092043010000
Map No.: 504 / 2-62
Application No.: A-10-18-Z
Date Created: April 12, 2018

Legend

Subject Property: 680 Fifth Line East
Parcel Fabric

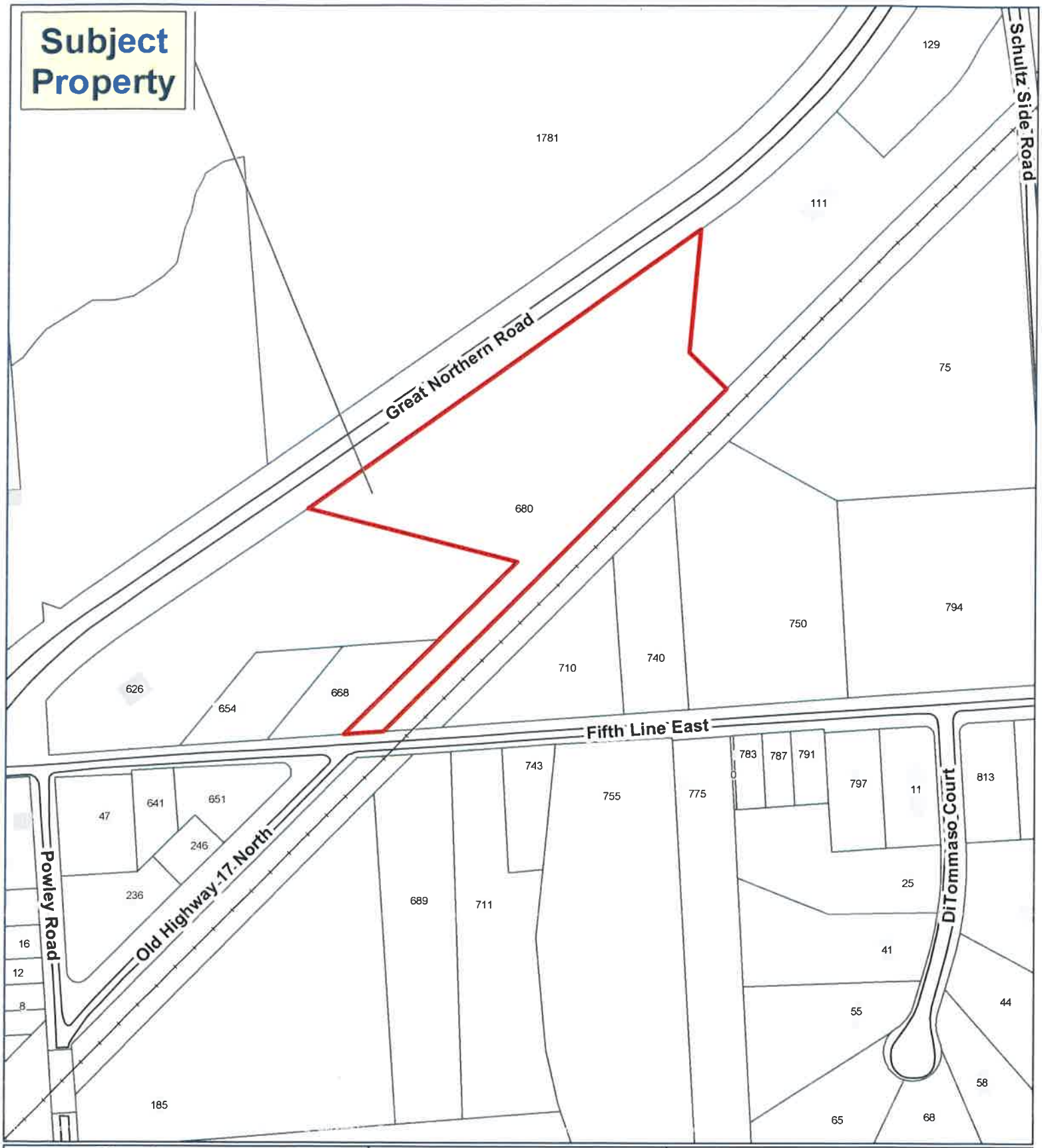
Legal Department Reference

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 2016 20cm Colour
Projection Details
NAD 1983 UTM Zone 16N
GCS North American 1983

0 20 40 80 Meters
1:4,000

N



Application Map Series

☑ Subject Property ☐ Official Plan Landuse
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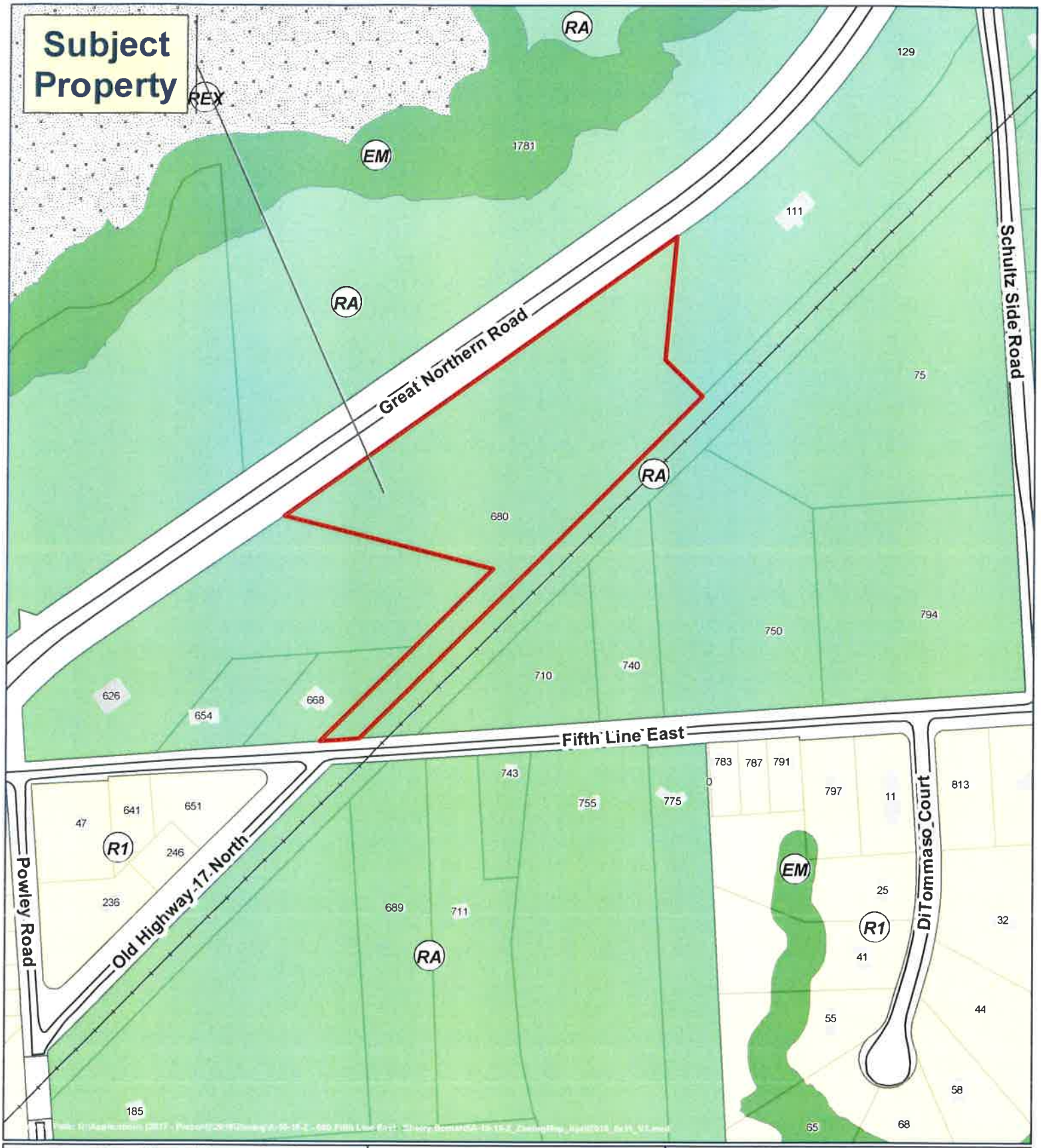
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Application Map Series

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☑ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 680 Fifth Line East
Roll No.: 030092043010000
Map No.: 504 / 2-62
Application No.: A-10-18-Z
Date Created: April 12, 2018

Legend

C1 - Traditional Commercial Zone
C2 - General Commercial Zone
CT2 - Commercial Transitional Zone
C3 - Riverfront Zone (Ship)
C4 - General Commercial Zone (Ship)
C5 - Shopping Centre Zone
HZ - Highway Zone
M1 - Light Industrial Zone
M2 - Medium Industrial Zone (M2hp)
M3 - Heavy Industrial Zone
R1 - Estate Residential Zone
R2 - Single Detached Residential Zone (R2hp)
R3 - Low Density Residential Zone
R4 - Medium Density Residential Zone
R5 - High Density Residential Zone
R6 - Mobile Home Residential Zone
I - Institutional Zone
EM - Environmental Management Zone
PR - Parks and Recreation Zone
RA - Rural Area Zone
RP - Rural Presentation Lodging Zone
RAR - Rural Aggregate Extraction Zone
A/R - Airport Zone
Mixed Use / Commercial Dock
Special Zone

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

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0 20 40 80 Meters
1:4,000

N

The Corporation of the
City of Sault Ste. Marie

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

May 14, 2018

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

AUTHOR: **Peter Tonazzo, Senior Planner, RPP**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **A-9-18-Z - 33 Nichol Avenue (Johnson and Taylor)**

PURPOSE

The Applicants are seeking Council's approval to rezone the northern half of the subject property to permit the former church to be converted to a 5-unit apartment building, and to rezone the southern half of the subject property to facilitate the creation of 2 new single detached residential lots.

PROPOSED CHANGE

The Applicants, Terry Johnson and Jamie Taylor, are seeking Council's approval to rezone the northern 32m (105') of the subject property from Institutional Zone (I) to Single Detached Residential Zone (R2.S) with a special exception to permit the existing building to be converted to a 5-unit apartment building, and to legalize the existing setbacks. More specifically, to reduce the front yard to 6m (19.7'), the north interior side yard to 4m (13') and the rear yard to 2m. Furthermore, the applicants wish to rezone the southern 32m (105') of the subject property from Institutional Zone (I) to Single Detached Residential Zone (R2.S) with a special exception to reduce the required lot area from 550m^2 (5,920ft^2) to 517m^2(5,565ft^2)

Subject Property

- Location – The subject property is located on the west side of Nichol Avenue, approximately 72m (236') north of its intersection with Second Line West.
- Size – 64.3m frontage by 30.5m (211'x100') = 1961m^2 (0.48 acres)
- Present Use – Vacant church, formerly Calvary United Pentecostal Church
- Owner – Terry Johnson & Jamie Taylor

BACKGROUND

In 1987 an application was approved to rezone the subject property from residential to institutional, to permit the property to be utilized for a Place of Worship.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan.

The following Residential policies within the OP apply to this application:

R.3 Medium density residential dwellings may be integrated into low density areas subject to a rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale intensification may include, but not be limited to, rooming boarding and lodging houses, apartments in houses, infill development and redevelopment.

The applicants' proposal represents an infill development and redevelopment opportunity. The resulting density of this proposal would be 37 units/ha (14.5 units/acre). Within the local context, this is characterized as medium density. There are no significant physical constraints upon the subject property. Therefore, it is Planning Staff's opinion this application adheres to the residential policies contained within the Official Plan.

It is also staff's opinion that this application is consistent with the *Provincial Policy Statement 2014 (PPS)*. More specifically:

- Section 1.1 *'Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns'*
- Section 1.1.3 *'Settlement Areas'*
- Section 1.2.6 *'Land Use Compatibility'*
- Section 1.4 '*Housing'*

In general terms, Provincial Policy promotes efficient development and land use patterns which minimize land consumption and servicing costs. It is recognized that infill and redevelopment achieve these goals. The subject property is located within the Urban Settlement Area, which as per Provincial Policy, shall be the focus of growth. There are no nearby Major Facilities that would create land use compatibility concerns with the proposed residential units, which are classified as 'sensitive uses'. Finally, the Housing policies within the PPS

support the provision of a range and mix of housing types and densities to meet projected requirements.

It is also staff's opinion that the applicants' proposal does not conflict with the policies contained within the *Growth Plan for Northern Ontario*.

Comments

The applicants are seeking Council's approval to permit the conversion of the former church to accommodate up to 5 dwelling units, and to rezone the southern half of the subject property to facilitate a severance application to create 2 new single detached residential lots. The applicants have indicated that the creation of the 2 lots and subsequent construction of 2 new single detached dwellings is phase 1 of the development, and there is no immediate timetable for the church conversion.

With regards to the 2 new single detached lots, as previously mentioned, this represents an appropriate infill opportunity, which will 'round out' this primarily single detached neighbourhood.

The proposed single detached lots are slightly undersized at 517m^2 (5,565ft^2), whereas the required lot area is 550m^2 (5,920ft^2). It is important to note that the area calculation includes half of the public laneway behind the subject properties, as permitted by Section 4.14.3 of Zoning By-law 2005-150. Although slightly undersized, the proposed single detached lots are within the character of the area and can be developed. Having said this, the applicants will need to choose house designs that suit the overall size of the lots and can achieve required setbacks, in order to maintain the overall character of this established neighbourhood.

The applicants are also proposing to convert the former church to accommodate up to 5 dwelling units. The lot and setback requirements for an apartment building in a Medium Density Residential Zone (R4) are utilized. The proposed lot would have 32m (105') of frontage and a total area of 975m^2 (10,495ft^2). The minimum frontage required for an apartment building is 23m (75'), and there is no minimum lot area requirement. Referring to the site plan attached, the parcel is large enough to support the 6 required parking spaces, including 1 barrier free space.

The applicants are also seeking to reduce required setbacks to what currently exists, more specifically:

Front Yard – from 7.5m to 6m
North Interior Side Yard – from 7.5m to 4m
Rear Yard – from 10m to 2m

It is important to note that while the proposed use meets the definition of an apartment building, the same setback requirements apply to much larger, 5 storey apartment buildings. Furthermore, the reduced setbacks relate to an existing building, and the creation of the two lots to the south does not impact the required 7.5m south interior side yard setback. It is therefore planning staff's opinion that the setback reductions are appropriate, however it is recommended that these setback reductions apply to the existing building only.

Consultation

The following Departments/Agencies commented on this Application as part of the consultation process:

- No comments/objections – PUC, Sault Ste. Marie Region Conservation Authority, Accessibility Advisory Committee, Economic Development Corporation, Public Works, Legal, Community Development & Enterprise Services, Fire Services, Municipal Heritage Committee, Ministry of Municipal Affairs & Housing, Ontario Power Generation
- See attached comments from the Engineering Division and Building Division

The attached correspondence from the Municipal Services Engineer speaks to servicing and stormwater management. As it relates to the southern portion of the subject property, which is proposed to be developed with 2 single detached dwellings, these matters can be addressed by the Committee of Adjustment as part of a future severance application. For the northern half of the subject property, which is proposed to be occupied by up to 5 dwelling units within the existing building, it is recommended that this portion of the property be deemed subject to site plan control, so that among other things, servicing and stormwater management requirements can be addressed.

Building Division notes that a Record of Site Condition will be required prior to the issuance of a building permit upon the subject property. Furthermore, the applicants are reminded that there are existing primary and secondary overhead electrical conductors along the east (front) lot line of the subject property. The required clearances of the Ontario Building Code must be taken into consideration for all proposed construction.

Up to the drafting of this Report, no comments or objections have been received from neighbours who were circulated.

FINANCIAL IMPLICATIONS

Approval of this Application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

SUMMARY

The applicants' proposal represents an appropriate infill, residential intensification opportunity which will not negatively impact the surrounding neighbourhood. Furthermore, the 5 unit apartment building conversion is an appropriate adaptive repurposing of the existing building.

Although the proposed single detached lots are slightly undersized, they are within the overall character of this established neighbourhood and the proposed single detached uses are consistent with the majority of the surrounding area.

RECOMMENDATION

It is therefore recommended that Council take the following action:

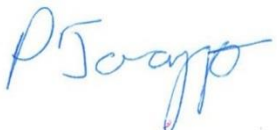
Resolved that the Report of the Senior Planner, dated 2018 05 14 concerning the Rezoning Application A-9-18-Z be received and that Council rezone the northern 32m of the subject property from Institutional Zone (I) to Single Detached Residential Zone (R2.S) with a special exception to:

1. Permit the existing building to be converted to a 5-unit apartment building.
2. To reduce the following setbacks for the existing building only:
    a. Front yard to 6m
    b. North interior side yard to 4m
    c. Rear yard to 2m.

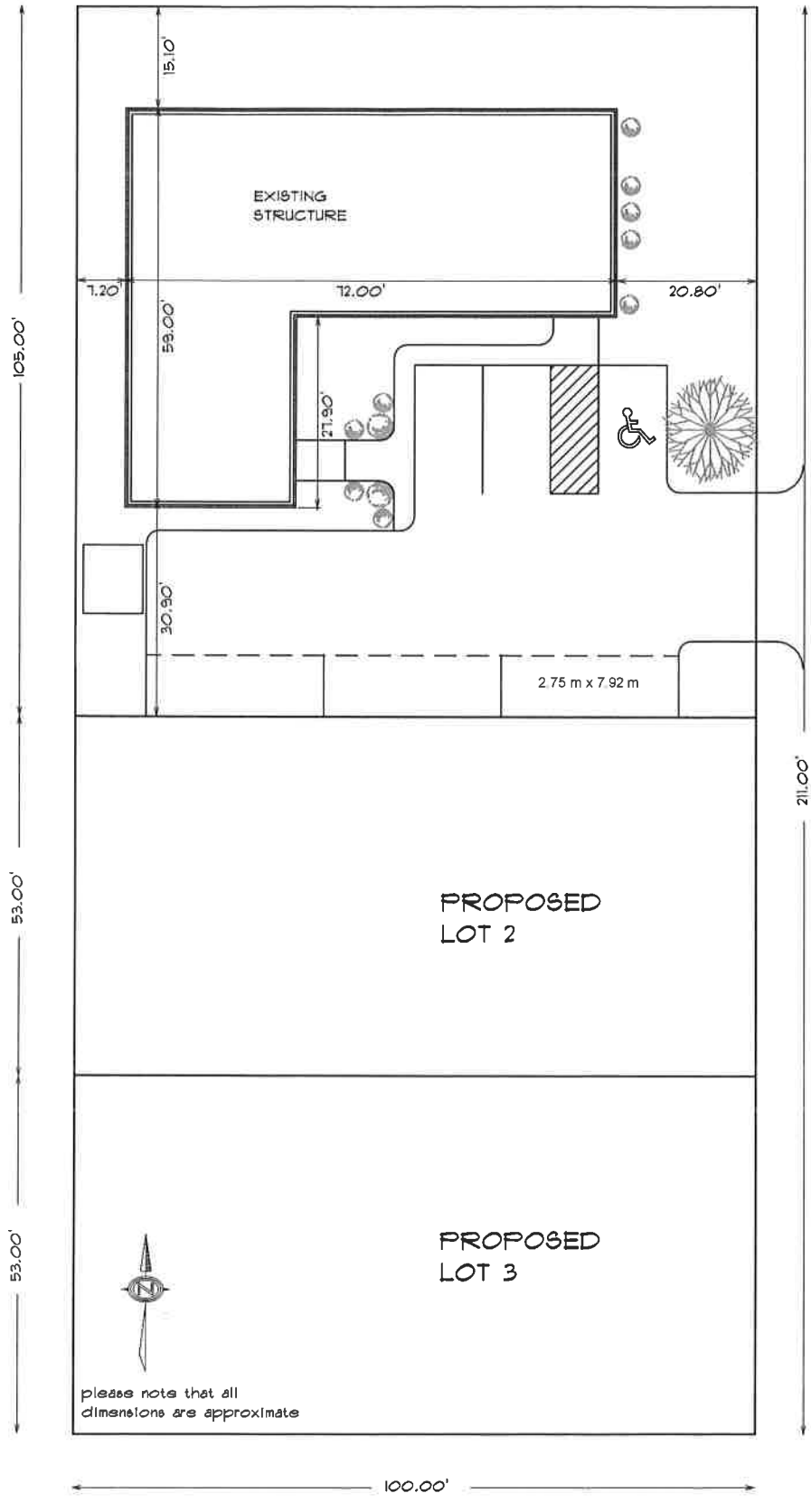
That Council rezones the southern 32m of the subject property from Institutional Zone (I) to Single Detached Residential Zone (R2.S) with a special exception to reduce the required lot area from 550m^2 to 517m^2.

Furthermore, that Council deem the northern 32m (105') of the property subject to Site Plan Control.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
p.tonazzo@cityssm.on.ca
705.759.2780



PROPOSED SITE LAYOUT
FOR CIVIC 33 NICHOL AVE

SCALE: 1" = 20'-0"

DATE: 12/21/2017

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2018 04 28

MEMO TO: Don McConnell, RPP
Planning Director

RE: 9-18-Z
33 NICHOL AVENUE
TERRY JOHNSON AND JAMIE TAYLOR

The Engineering Division has reviewed the above noted application and provides the following:

- Storm and sanitary laterals will be required for each proposed unit. Lateral permits will be required;
- If the existing sanitary lateral will be used, the Developer's Consultant should verify the adequacy of the sanitary servicing lateral to ensure capacity for the multi-unit development.
- Stormwater Management will be required if impervious areas are increased.
- There was a drainage complaint from the property to the north. It was resolved by adding a swale along the shared property line between Civic 33 and 37 and installing a catchbasin behind the curb. This swale should be left in place or if there are any changes, they should be to the satisfaction of the Director of Engineering or approved designate.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design; and
- It is recommended that the properties be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Deputy CAO Public Works and Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

ZONING APPLICATION A-9-18-Z
BUILDING DIVISION COMMENTS

SUBJECT: **CHURCH CONVERSION & NEW SINGLE FAMILY DWELLINGS**

ADDRESS: **33 NICHOL AVENUE**



Date: **2018-04-17**
To: **PLANNING DEPARTMENT: Don McConnell**
From: **BUILDING DIVISION: Gary Schryer**

BUILDING DIVISION COMMENT:

Data

- Existing Zone = I - Institutional Zone
- Proposed Zone = R2 - Single Detached Residential Zone with special exception to permit a 5 unit apartment building and legalize existing setbacks.
- Site is regulated by Development Control
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the existing building only and is based on the site plan prepared by Cenlo Enterprises Inc. Proposed Lot 2 and Lot 3 do not provide building footprints and therefore review cannot be completed.

- North Interior Side Yard – minimum required setback is 1.2 meters, 4.3 meters have been proposed
- Front Yard – minimum required setback is 7.5 meters, 2.9 meters have been proposed
- South Interior Side Yard – minimum required setback is 3.0 meters, 9.8 meters have been proposed
- Rear Yard - minimum required setback is 10 meters, approximately 7.0 meters have been proposed to the centerline of the municipal laneway

Development Coverage

The lot area that has been calculated below includes ½ of the abutting laneway per section 4.14.3. of By-Law 2005-150.

Lot 1

- Lot Area — 0.1024 Ha (1,024 square meters)
- Building Area — Approximately 302 square meters (dimensions not provided)
- Maximum Lot Coverage — 40% Maximum – approximately 35% proposed

Lot 2

- Lot Area — 0.0517 Ha (517 square meters)
- Building Area — unknown
- Maximum Lot Coverage — unknown

Lot 3

- Lot Area — 0.0517 Ha (517 square meters)
- Building Area — unknown
- Maximum Lot Coverage — unknown

Parking

- Residential Uses — 1.25 spaces per dwelling unit required. Lot 1 will require a total of 6 parking spaces while Lots 2 and 3 will require 1 space each.

Barrier Free Parking

- Barrier free units are not a part of this development and therefore barrier free parking is not required.

Record of Site Condition

The property located at 33 Nichol Avenue and known as PLAN 7234 LOT 68 TO LOT 74 has been identified as a Brownfield Site. The proposed change of use from a community use to a residential use will require the filling of a record of site condition as described in Part XV.1 of the Environmental Protection Act, R.S.O. 1990, c. E.19.

Comment

The area of the proposed lots 2 and 3 does not comply with the minimum requirements set out in By-law 2005-150 for the R2 - Single Detached Residential Zone. The proposed lot area including ½ of the municipally owned laneway is 517 m^2 (assuming a 3 m wide laneway) where the By-Law requires a minimum area of 550 m^2. Section 4.14.3. of By-Law 2005-150 permits where a lot abuts a municipally owned lane, ½ of that abutting lane may be included when calculating the overall lot area and depth of any required yard abutting such a lane. This rule has also been applied to the required rear yard setbacks of the existing building.

The proposed parking layout for the 5 unit apartment has not been provided and it is unclear if there is sufficient space to provide the required 6 parking spaces. The width of proposed Lots 2 and 3 will need to be increased to meet the minimum area requirements which will affect the available space for parking on Lot 1.

A building permit cannot be issued until the record of site condition has been registered with the Ministry of the Environment and Climate Change and it appears on the public registry.

There are existing primary and secondary overhead electrical conductors along the east property line. The required clearances provided in Sub-Section 3.1.19. of the Ontario Building Code must be taken into consideration for all proposed construction.



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 66 Nichol Avenue
Roll No.: 060013039000000
Map No.: 79 / 1-89
Application No.: A-9-18-Z
Date Created: April 05, 2018

Legal Department Reference

Legend

Subject Property: 33 Nichol Avenue
Parcel Fabric

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: 2016 20cm Colour
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

N



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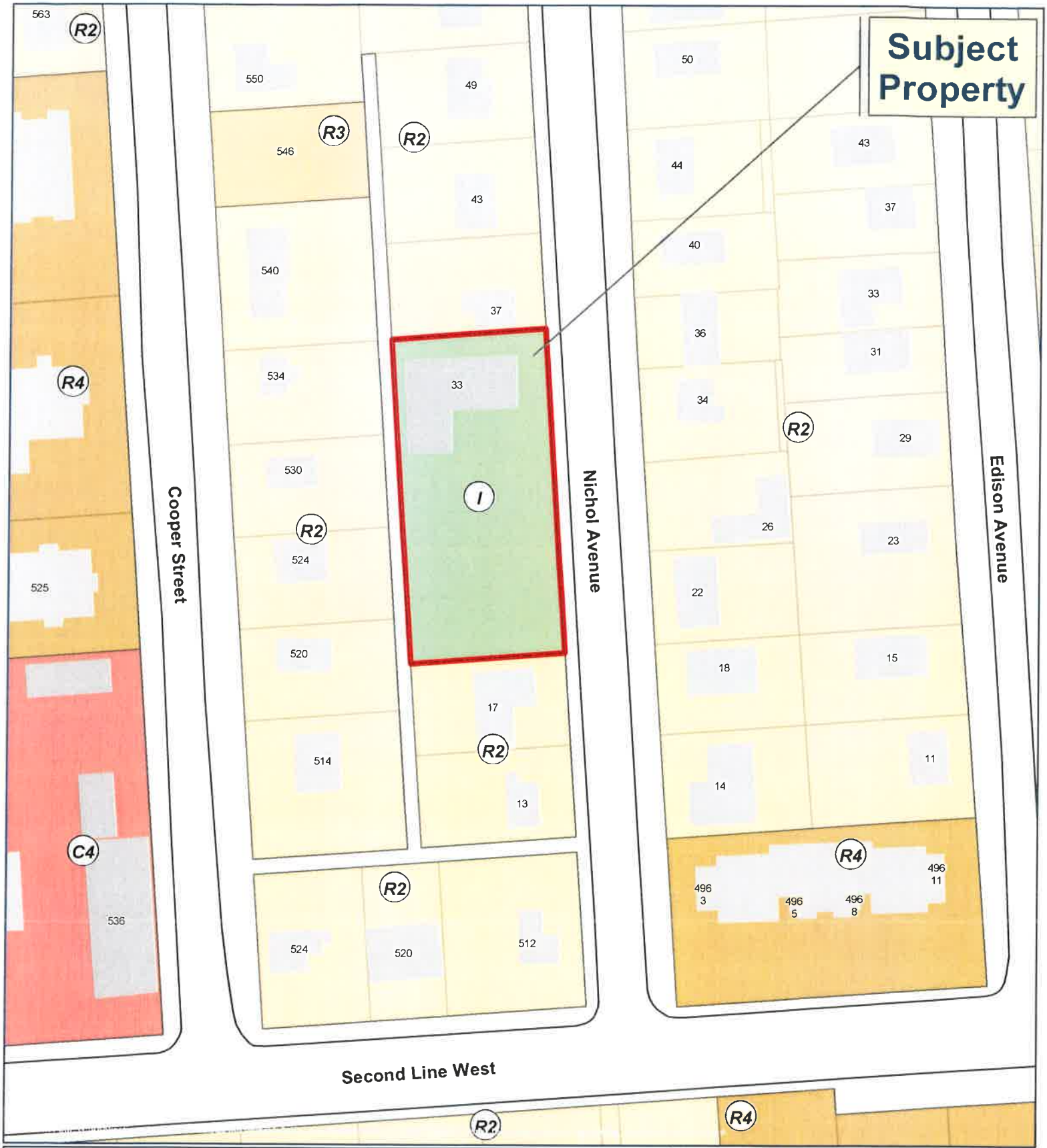
Legend

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Map No.: 79 / 1-89
Application No.: A-9-18-Z
Date Created: April 05, 2018

Legend

C1 - Traditional Commercial Zone
C2 - Central Commercial Zone
C3 - Highway Zone (Office)
C4 - General Commercial Zone (Office)
C5 - Shopping Centre Zone
HZ - Highway Zone
M1 - Light Industrial Zone
M2 - Medium Industrial Zone
M3 - Heavy Industrial Zone
R1 - Single Detached Residential Zone
R2 - Low Density Residential Zone
R3 - Medium Density Residential Zone
R5 - High Density Residential Zone
R6 - Mobile Home Residential Zone
I - Institutional Zone
EM - Environmental Management Zone
PR - Parks and Recreation Zone
RA - Rural Area Zone
RP - Rural Pre-Cambrian Lowlands Zone
MX - Mixed Use Commercial Dock
Parcel Fabric

City of Sault Ste. Marie

Planning and Enterprise Services

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SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

ANNUAL REPORT 2017

MOMENTUM ALWAYS

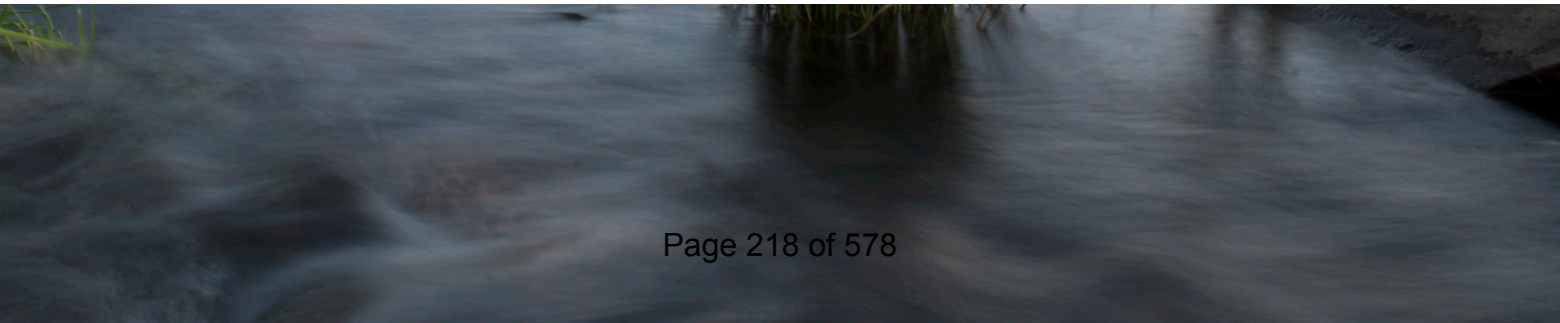


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PRESIDENT'S MESSAGE

On behalf of the Sault Ste. Marie Economic Development Corporation, thank you for taking the time to read our 2017 Annual Report. The publication highlights our activity and results generated for the community. We receive operating funds from all levels of government and the private sector. This document serves as a value tool for the public and our partners to see a return on their investment.

For results, 2017 was another strong year. Activity from our Business Development division generated 222 startups and expansions, which created or retained 593 jobs in the community. Meanwhile, activity from our Tourism Sault Ste. Marie division led to more than 40,000 visitor days and $5.8 million in direct visitor spending. Details on these figures and associated programs can be found in the subsequent pages of this report.

For continuing to generate positive results for Sault Ste. Marie, I send my thanks and recognition to the SSMEDC staff team. Their dedication to the clients they serve, and to the community in general, never ceases to amaze me. I also send my sincere thanks to our partners, along with the volunteer Board of Directors and committee members, for their continued service in driving local economic development.

Even though 2017 was a challenging year for our organization, as a result of the City's reorganizing of its economic development investments, the SSMEDC team continued – and will continue – to generate momentum and produce positive results for Sault Ste. Marie. With a number of major development initiatives underway, I remain energized and enthused with the future of both our organization and the local economy as a whole.

Finally, to you, the reader, thank you once again for taking the time to browse through our 2017 Annual Report. For more information on what we do, along with the programs and services we offer, please visit our website at www.sault-canada.com or come see us in our office on the first level of the Sault Ste. Marie Civic Centre.



Robert Reid, P. Eng., MBA
President and Chair of the Board of Directors
Sault Ste. Marie Economic Development Corporation





INTRODUCTION

Mission Statement

The mission of the Sault Ste. Marie Economic Development Corporation is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings, which facilitate:

- The creation and retention of wealth in the community;
- Increasing productivity and global competitiveness;
- Inward investment and trade; and
- The marketing and promotion of local business development and tourism.

Vision Statement

Sault Ste. Marie will be recognized as a leading community having an increasingly diverse, sustainable and globally competitive economy supported by the energy, manufacturing, innovation, research, small business and tourism sectors.

Corporate Overview

To achieve its objectives of generating wealth, creating and retaining jobs, increasing the Municipal tax base, and attracting visitors, the SSMEDC is organized around three operating divisions. Though the divisions have unique roles, they often work together on projects designed to bolster the local economy. The divisions are:

1. Business Development (Main Objective: Job creation and retention)

2. Tourism Sault Ste. Marie (Main Objective: Visitor attraction and product development)

3. Finance & Administration (Main Objective: Supporting the organization's delivery of programs and services)

BUSINESS HIGHLIGHTS

184 NEW BUSINESS STARTUPS

BUSINESS EXPANSIONS **38**

300+ JOBS CREATED

17 FORMAL PITCHES TO EXTERNAL INVESTORS

290+ JOBS RETAINED

950+ FORMAL BUSINESS CONSULTATIONS

$17M IN INVESTMENTS RAISED FOR CLIENTS

85 SEMINARS & WORKSHOPS

66 OUTREACH & NETWORKING EVENTS

1,900+ GENERAL BUSINESS INQUIRIES RECEIVED



BUSINESS DEVELOPMENT

The SSMEDC's Business Development team assists current and aspiring entrepreneurs in their startup and expansion plans. The division also works to attract new firms and investment to the community and undertakes strategic projects. As well, its staff provides clients with business counselling and mentoring, reviewing and assisting with business plan development, and delivers seminars and other outreach activities. The ultimate goal is to create and retain jobs while building a foundation for economic growth.

The SSMEDC delivers programs geared to assist companies ranging from summer businesses to large manufacturing firms, and everything in between. Its staff provides a continuum of services for entrepreneurs and businesses of all sizes.

Results

In 2017, the SSMEDC handled more than 1,900 general business inquiries from current and aspiring entrepreneurs seeking information. Throughout the year, the corporation also delivered more than 950 formal business consultations. Averaging more than one hour each, this activity represents well over 27 weeks of staff time. The goal of these sessions is to help people start businesses. For a single start-up, numerous consultations totally dozens of hours are typically required.

In 2017, the SSMEDC facilitated and helped its business clients raise more than $17 million in new investment towards growth and development projects. This activity led to 184 new businesses startups and 38 business expansions. A breakdown of company names, along with the SSMEDC program they were assisted by, is available in the following sections.

With SSMEDC clients starting or expanding their businesses, 241 full-time jobs and 60 part-time jobs were created in 2017. An additional 292 jobs were retained. For these statistics, calculating small business is straightforward, as they typically only involve one to five employees. For larger companies that expand under an SSMEDC program, the jobs figures from the government funding application are used. Funding agencies like the Northern Ontario Heritage Fund Corporation have these applications vetted by professional accounting firms. As such, the SSMEDC has a solid foundation to accurately cite its clients' job creation and retention numbers.

For 2017, the SSMEDC met or exceeded all the targets listed in its Business Plan. However, it's important to note that economic development has a cumulative effect, where results from one year have a positive impact on future years. For example, over the past decade, SSMEDC activity of assisting clients in starting businesses currently generates more than $3 million in annual property tax revenue to the City of Sault Ste. Marie.

Millworks - Centre for Entrepreneurship

The SSMEDC's Millworks - Centre for Entrepreneurship celebrated its one-year anniversary in May 2017. Located in the Machine Shop, the site houses the organization's enterprise services staff and programs, along with a small business incubator that provides direct support to entrepreneurs. In 2017, the facility hosted nine companies:

- UMG Media Corp., a global e-spots firm that hosts competitive gaming tournaments
- BonZa Global Inc., a group of companies providing information technology, branding and other services
- NorthStar Consulting Ltd., a consulting firm specializing in project management and business development
- Jeronamo Solutions, a creative marketing agency
- Possibilities Group, a consulting firm focused on community development and project finance
- MBR Services, a company that installs and maintains drains and pipelines
- On Focus Now, an e-commerce agency
- B&E Automotive Technologies, an auto parts manufacturer
- Diverse Computing Inc., a Florida-based criminal justice software agency that has worked with a number of prestigious clients over the years, including the U.S. Secret Service, Microsoft and Washington D.C. Police Department

Given its success, the Millworks - Centre for Entrepreneurship received provincial recognition. The project won the 2017 Collaboration & Partnership Award from the Economic Development Council of Ontario (EDCO) in the Public-Private Partnership category.

The SSMEDC delivers its small business enterprise services programs from the Millworks - Centre for Entrepreneurship. The following sections list activity and clients under two core programs, Starter Company Plus and Summer Company. However, the SSMEDC provided general assistance to 141 additional small business clients in 2017.

Starter Company Plus

The SSMEDC administers the Starter Company Plus program. Funded by the Province of Ontario, it provides training, mentoring and potential access to funding for non-students to open or grow a business. In 2017, 26 firms were supported through the program, which created 28 jobs. The companies include:

- Black Fox Fishing
- Tombari Electric
- The Back 40
- Trotter's Taxidermy
- Spark Fitness
- Powder Room Beauty Bar
- AwakenINK Inc.
- Discover the Canvas
- Algoma 1st Contracting
- Strong Minds
- Nurture Your Vibe
- Light Haven Spiritual & Treasure Centre
- The Plant Farm Co.
- Wood Studio
- Innovative Potential Inc.
- Twisted Tree Maple Product
- Lil Kaboose Eatery
- Hart Mobility
- 4 Boake Creative
- The Bridal Closet
- Milne Landscaping
- Rasoi the Indian Kitchen
- Case's Music
- Scott Coffee Co.
- Ontario Wild

Between 2014, when Starter Company was initiated, and 2017, a total of 51 businesses in Sault Ste. Marie made their way through the program.









Summer Company

The SSMEDC administers Summer Company throughout the region. Funded by the Province of Ontario, the young entrepreneur program provides mentoring and grants for students to start and operate their own business during the summer months. In 2017, a total of 17 youth took part in the program. The businesses were:

- Brady's Brick Maintenance
- VSA 705
- KODI Apparel
- Tinker
- 01 Lawn Care
- Sault Scanning
- Firewood Supplier
- B Natural Beauty
- Dokum's Lawn Care
- Walker's Wood
- Steph & Trevor Dog Walking
- Fleming Lawn Care
- Dan's Cleanup Co.
- Nicholson's Naturals
- Superior Landscaping
- Maya Digital
- Beads & Bling

Between 2010 and 2017, a total 107 students in the region have enrolled in Summer Company. In many cases, the seasonal businesses were eventually turned into full-time, year-round operations, which speaks to the success of the program. Cavera Inc. and PAC Construction Group are prime examples.

Business Growth Services

The SSMEDC assisted a number of manufacturing, forestry, and other firms and organizations in their growth projects in 2017 through its Business Retention & Expansion (BR&E) Program. Under the program, SSMEDC staff undertakes a consultation process to gather intelligence and develop strategies to address the needs of a business. If a client needs financial assistance to purchase new equipment, or needs to enhance infrastructure, a funding application is made to an incentive agency, such as the Northern Ontario Heritage Fund Corporation, FedNor or the Business Development Bank of Canada.

In 2017, the SSMEDC conducted more than 200 formal business consultations under its BR&E program. This activity led to 38 businesses expanding. Though not all clients wish to be named publically due to confidentiality concerns, and some business owners don't want specific details on their project released, clients assisted by the SSMEDC under the program last year include:

- China Steel
- Maker North
- GR Truss
- Parniak Landscaping
- Tunnel Inc.
- Northern Superior Brewing Co.
- Norpro Company
- Fleming's Trucking & Logging
- Sims Countertop
- Springer Aviation
- JD Aero
- Soo Blaster
- OC Beauty and Bath
- Sault Ste. Marie Airport Development Corp.
- Ivory Lane

Under the BR&E program, the SSMEDC and Northstar Consulting formed a strategic partnership with the Sault Ste. Marie Airport Development Corporation in 2015. The goal is to develop the airport site with additional commercial and industrial components. Under this partnership, the following activity took place in 2017:

- The SSMEDC helped attract AVJET to the Sault Airport. The Quebec-based firm, which supplies fuel to the aviation sector, works alongside JD Aero, an aircraft maintenance and repair business also operating at the airport site.
- The SSMEDC is working to attract or establish a commercial aviation painting company at the airport.
- The SSMEDC is supporting JD Aero in its human resources and talent recruitment efforts.
- The SSMEDC is working with local realtors to market vacant airport land to prospective commercial and industrial tenants.

Invest Sault Ste. Marie

The SSMEDC secured funding from all levels of government to deliver the Invest Sault Ste. Marie program, a targeted investment attraction and marketing project designed to draw external companies and investment to the community, generate wealth, and create jobs.

In 2017, the SSMEDC made 17 formal pitches to external investors. Of these prospective deals, three were closed by year-end. These development opportunities included:

- Chemical manufacturing plant
- Distillery opportunity
- Armoured vest manufacturer
- Business process outsourcing centre
- Insulation manufacturer
- Steel manufacturing firm
- Three digital gaming companies
- Transportation firm
- Wind turbine blade manufacturer
- IT business
- Robotics company
- Mining sector manufacturer

In 2017, a number of additional initiatives were undertaken through the Invest Sault Ste. Marie program, including:

- Led a project team working on a proposal to have Sault Ste. Marie considered as a potential site to host a ferrochrome processing facility (FPF), a development that would generate between 300 and 500 direct jobs, along with more than 1,000 indirect jobs through suppliers and other businesses;
- The Invest Sault Ste. Marie promotional brochure, titled Why Sault Ste. Marie?, won a 2017 Marketing Canada Award from the Economic Developers Association of Canada in the Single Publication category;
- Hosted trade delegations from a number of countries, including China and the United States;

- Participated in a community bid and marketing campaign, which garnered a significant amount or national and international media coverage, to have Sault Ste. Marie considered as a host community for Amazon's HQ2 headquarters;
- Hosted a showcase, in partnership with the Ontario Ministry of International Trade, that provided local companies with information and tips on how to export goods and services to Southeast Asia;





- Rolled out an Invest Sault Ste. Marie marketing website, www.investsaultstemarie.com, which features information on the community's competitive advantages and key sectors; and
- Hosted a Funders Forum in November, where a sold-out crowd of more than 75 business owners and executives heard presentations from representatives of 10 different funding and enterprise support organizations.

Other Projects

The SSMEDC is actively involved with a number of major development projects. In 2017, the organization led or was a main partner in the following community initiatives:
- Port of Algoma Project
- Canal District Development
- Data Centre Initiative / Technology Park
- Industrial Lands Development

Outreach

In 2017, the SSMEDC delivered or helped facilitate 85 seminars and workshops designed to train and educate entrepreneurs and the general public. These forums attracted more than 740 people. Also in 2017, the SSMEDC facilitated 66 outreach and networking events, which drew more than 1,100 attendees. Topics included:
- Exporting to the U.S.A.
- Productivity/Lean Management and Productivity Cluster Workshop
- Northern Ontario Road to Defense Forum
- 11th-annual Algoma University Business Case Competition
- Succession Planning Workshop
- Generational Learning
- Sales Skills
- The Basics of Budgeting - TFSA versus RSP
- Women in Business Breakfast
- Startup Finance Bootcamp
- Information Session: Public Image Can Drive Sales
- Financial Literacy Workshop
- Canadian Manufacturers & Exporters SMART Operational Assessments and SMART Green Programs
- How to do Business in China Forum
- Accelerate to International Markets
- Youth Entrepreneurship Summit
- Ontario Ministry of International Trade Exporting Workshop
- 30 Steps to Startup
- Startup Sault Ste. Marie Business Pitch Night

Bridges to Better Business - Business Pitch Competition

The SSMEDC hosts an annual Bridges to Better Business. The learning and networking forum attracts current and aspiring entrepreneurs. For 2017, the event also included a Business Pitch Competition. After 20 ideas were submitted, Ontario Wild and Scott Coffee Co. advanced to the final round. With scoring based on 50% by audience votes and 50% by an expert panel of judges, Scott Coffee Co. took home the first-place prize.

Held at Quattro Hotel and Conference Centre in October, Bridges to Better Business 2017 attracted more than 230 people, making it the most successful event to date. During the forum, a keynote speech was delivered by CTV News tech commentator Erin Bury, who was named one of Marketing Magazine's "Top 30 Under 30." She also spoke earlier in the day at Algoma University to a crowd of more than 250 students. Her presentations focused on utilizing various technologies to help boost marketing and business.

Trade Shows and Promotional Events

To generate leads for local companies and promote Sault Ste. Marie to businesses and organizations around the world, the SSMEDC attended a number of national and international trade shows in 2017. The corporation generally receives funding from senior levels of government or the private sector to take part in these forums. These trade shows are typically geared towards specific sectors. Events attended in 2017 include:
- Canadian Association of Defence and Security Industries (CANSEC) Tradeshow
- Prospectors & Developers Association of Canada (PDAC) International Convention, Trade Show & Investor Exchange
- Great Lakes Economic Forum
- Northern Ontario Road to Defense B2B Seminar
- National Business Aviation Association Convention
- Ontario Prospectors Exploration (OPA) Mining Showcase
- Sault Ste. Marie Michigan Construction Summit
- Northern Nevada Mining Sector Forum

TOURISM HIGHLIGHTS

5,652 2 & 3 NIGHT VACATION PACKAGES SOLD

26 CRUISE SHIP VISITS

PASSENGERS **6K+**

40K TOURISM VISITOR DAYS

$5.8M DIRECT VISITOR SPENDING

31 CONFERENCES & SPORTS TOURNAMENTS HOSTED

204 GROUP TOURS

VISITORS **12K+**

23 MEDIA FAM TOURS HOSTED

ADVERTISING EXPOSURE **$1.6M**

34K TOUR TRAIN PASSENGERS



TOURISM SAULT STE. MARIE

Tourism Sault Ste. Marie works to draw visitors to the community. The division does this using a number of methods. Its core techniques are securing and supporting major conferences, sports tournaments and special events, selling vacation packages online and direct to consumers around the world, marketing area attractions and festivals to strategic locations across Ontario and the U.S., developing tourism infrastructure and new products, and attracting cruise ships, motor coach tours and other group excursions.

Results

In 2017, Tourism Sault Ste. Marie activity of attracting events and selling vacation packages generated a more than 40,000 visitor days and $5.8 million in direct visitor spending. Between 2008 and 2017, this activity generated over 395,000 visitor days, $58.54 million in direct visitor spending, and millions more in indirect and induced economic spinoff.

Note: these figures are calculated using industry and government-accepted models of $150 per person, per day. However, direct visitor spending also generates a considerable amount of indirect and induced economic activity for the local economy.

Conferences & Sports Tournaments

In 2017, Tourism Sault Ste. Marie worked with community groups to attract or host 31 conferences and sports tournaments, which drew 8,735 visitors and generated more than 26,000 visitor days and $4.3 million in direct visitor spending.

Events secured or supported by Tourism Sault Ste. Marie in 2017 include the:

- CAN/AM President's Cup Poker Run
- Christian Congregation of Jehovah's Witnesses Convention
- Festivals & Events Ontario Annual Conference

- National Grand Slam of Curling
- Highland Ford Can/Am Cup Snowmobile Race
- Canadian Youth Chess Championship
- Canadian Open Chess Championship
- North American Wildlife Enforcement Officers Association Annual Conference
- Ontario Colleges Athletics Association Curling Championships
- Northern Ontario Forum for Food, Farms and Tourism
- National Coaching Certification Program Super Clinic
- Queen Street Cruise
- Ontario Native Basketball Championships
- International Hap Ki Do Canadian Open
- Lolë White Tour On the Road

Also in 2017, Tourism Sault Ste. Marie, in partnership with Sault Ste. Marie Police Services, secured the 2019 Special Olympics Ontario Provincial Winter Games.

The event features competitions in six sports: Nordic Skiing, Alpine Skiing, Figure Skating, Speed Skating, Curling and Snowshoeing. Held every four years, the Winter Games tend to attract around 1,000 athletes, coaches, officials and families, generating a direct economic impact of approximately $1 million for the host community.

By working with community partners, and by attending industry trade shows, Tourism Sault Ste. Marie has also secured or is supporting a number of major conferences, sports tournament and other events for 2018.

They include the following:
- WTF Comedy Festival
- Ontario Heritage Conference
- Twin City Tattoo Convention
- Crank The Shield Cycling Race
- CAN/AM President's Cup VIP Poker Run
- New North Alignment Yoga Conference
- Northern Ontario Tourism Summit
- Ontario Colleges Athletics Association Curling Championships
- International Hap Ki Do World Championships
- Christian Congregation of Jehovah Witness Convention

Attraction Packages

In 2017, Tourism Sault Ste. Marie sold 5,652 two and three-night vacation packages, with options including the Agawa Canyon Train Tour, heritage and culture, golf and gaming, fishing, and spa and dining. This activity generated 14,000 visitor days and $1.5 million in direct visitor spending.

A majority of these packages were sold on Tourism Sault Ste. Marie's Online Reservation System. The web portal was developed and unveiled in 2011 as the first of its kind in Northern Ontario and has grown in sales year-over-year ever since.





Cruise Ships

Over the past several years, cruise ship traffic has been rising on the Great Lakes, and Sault Ste. Marie has become a major destination port. For 2017, it was another record-setting summer. Two luxury vessels, Pearl Mist and M/V Victory 1, made a total of 26 stops in Sault Ste. Marie. The ships brought more than 6,000 passengers to the community. This is considerably higher than the 4,000 passengers that came to the city in 2016.



For 2018, cruise ship traffic is expected to increase even more. A new luxury vessel, M/V Victory 2, is scheduled to dock in Sault Ste. Marie. And in 2019, yet another ship, Ponant's Le Champlain, is expected to come to the community. Why the uptick? Part of the reason is that Ian McMillan, Executive Director of Tourism Sault Ste. Marie, is a current Board member for the Great Lakes Cruise Coalition and former Chair of Cruise Ontario. The organizations work to attract cruise ships to the region.



When cruise ships dock on the local waterfront, there's a considerable impact on downtown businesses. During the day excursions, passengers also tend to visit nearby attractions like the Canadian Bushplane Heritage Centre, Ermatinger-Clergue National Historic Site, Art Gallery of Algoma, and Sault Ste. Marie Museum.



Agawa Canyon Tour Train

Since 2015, Tourism Sault Ste. Marie has assumed all marketing responsibilities for the Agawa Canyon Tour Train, the region's No. 1 travel generator. With a successful promotional campaign, 34,900 passengers rode the attraction in 2017, which was 9% higher than the previous year.
The increased ridership is also the result of a major renovation and overhaul to the train tour coaches, an initiative that was spearheaded by Tourism Sault Ste. Marie a decade ago.

Meanwhile, the Agawa Canyon Tour Train joined an elite club in 2017. It was named a "Canadian Signature Experience" by Destination Canada. As a result, the attraction is expected to benefit from an international marketing boost. Canadian Signature Experiences are once in a lifetime travel opportunities that show the best of the country.

The series is promoted around the world. This opportunity was generated by Tourism Sault Ste. Marie, which worked with Destination Canada to identify the uniqueness of the train tour and how it connects travelers to the country's remarkable geography and rich cultural heritage.

Also in 2017, Tourism Sault Ste. Marie, in partnership with Tourism Northern Ontario and Destination Ontario, began promoting the Agawa Canyon Train Tour through the award winning "Where Am I?" campaign.

The ad brand was established by Destination Ontario (formerly the Ontario Tourism Marketing Partnership Corporation) and has been widely successful. It teases travelers with riddles that ultimately reveal the wondrous experience that awaits them. The tour train campaign was marketed through video, digital display and a series of sponsored stories featured on Huffington Post Canada.

Group Travel

Tourism Sault Ste. Marie works to attract motor coach tours and other group travel to the community. The focus of these excursions generally centres around the Agawa Canyon Tour Train. In 2017, a total of 204 group tours, consisting of more than 12,000 visitors, came to the city. This activity generated approximately 26,000 visitor days and $3.9 million of direct visitor spending for the local economy.

Another common feature for these tours is the Group of Seven product offering developed by Tourism Sault Ste. Marie in 2015. It includes stops at the Art Gallery of Algoma, the Ermatinger-Clergue National Historic Site, Canadian Bushplane Heritage Centre and the Agawa Canyon Tour Train. On the tour, visitors view original works, learn about the painters and even take part in a tutorial taught by a professional artist.

Group travel is typically from Canada and the U.S. Tourism Sault Ste. Marie attracts these visitors by attending travel marketplaces and meeting with group tour companies. In 2017, for example, staff attended the following forums:

- American Bus Association Marketplace
- Rendez-vous Canada Marketplace
- National Tour Association Travel Exchange
- Ontario Motor Coach Association Marketplace
- Canadian Inbound Tourism Association Marketplace

In 2017, Tourism Sault Ste. Marie also worked with Destination Canada to develop International markets including Japan, China, South Korea, Germany and the United Kingdom.



Familiarization (FAM) Tours

In its community marketing efforts, Tourism Sault Ste. Marie hosts television productions, travel writers and other media personnel.
A total of 23 FAM tours took place in 2017. This activity, which generated $1.6 million in advertising exposure for the city, led to a number of promotional opportunities, including:

- A Sault-focused episode of the TSN show Finns and Skins, which featured local Olympic curling champion Brad Jacobs
- Articles featured on Porter Escapes & other blogs
- A local travel documentary that aired on Japan's Jib-TV
- Content on the Attractions Ontario website and various travel guides
- Stories published in China's Epoch Times, the Toronto Star, Japan's AGORA Magazine, Cleveland News-Herald, The U.K. Daily Mirror and MotorHome Magazine

Perhaps the most widespread promotional opportunity generated by a Tourism Sault Ste. Marie FAM tour was a locally shot episode of the Amazing Race Canada. Aired nationally on CTV, the segment generated more than 1.5 million viewers and over $1.18 million of ad coverage for the city in the Ontario market alone.

Tourism Sault Ste. Marie typically generates these types of opportunities by attending industry trade shows and marketplace events. In 2017, staff attended, and generated FAM tours for subsequent years at, a number of national and international forums. These include Canada Media Marketplace, Travel Media Association of Canada and GoMedia Canada.



Tourism Awards

To pay homage to the people, organizations and businesses responsible for the community's visitor friendly reputation, Tourism Sault Ste. Marie hosted its 15th annual Tourism Awards in 2017. The winners were:

Michael Wozny
Tourism Award of Excellence

Northern Superior Brewing Co.
Business of the Year

Savil "Popeye" Richards
Quattro Hotel & Conference Centre
Customer Service Award

Philip Printess
Comfort Inn Sault Ste. Marie
Customer Service Award

Cathy Chlebus & Perry Vilaca
2016 World Under-17 Hockey Challenge
Tourism Ambassador Award

Christiana Paetzold
Student Culinary Management Award
($500 Scholarship)

Governance and Leadership

Tourism Sault Ste. Marie is represented on a variety of regional and provincial organizations, including:
- Travel Industry Council of Ontario
- Great Lakes Cruise Coalition
- Attractions Ontario
- Tourism Industry Association of Ontario
- Tourism Northern Ontario
- Destination Ontario

Other Activity

Ian McMillan, Executive Director of Tourism Sault Ste. Marie, was inducted into the Festivals & Events Ontario Hall of Fame.

With private sector and industry partner funding, Tourism Sault Ste. Marie published its 2017 Visitors Guide and Festivals & Events Brochure.

Tourism Sault Ste. Marie was part of the project team with Tourism Northern Ontario that developed a cycling route between the Sault Ste. Marie and Sudbury along the North Shore of Lake Huron, which was completed in 2017.

A number of tourism-focused stories were published on www.northernontario.travel, thanks to a partnership between Tourism Sault Ste. Marie, Tourism Northern Ontario and Village Media.

Tourism Sault Ste. Marie was represented on a product development committee that secured an investment from FedNor to outfit Northern Ontario with new and more visitor friendly road signage.

With a vision to position the city as Ontario's fastest growing visitor destination, combining its unique local experiences with the natural wonders of Northern Ontario, Tourism Sault Ste. Marie developed and released an updated Business Plan in 2017.

COMMUNICATIONS HIGHLIGHTS

To learn more about the SSMEDC, please visit www.sault-canada.com. You can also follow the corporation on Facebook, Twitter and LinkedIn.

To keep partners and citizens informed of its activity and results, while also promoting its programs and services, the corporation undertakes a number of communications activities. This annual report is one example.

In 2017, the organization also delivered a number of communications initiatives.

A corporate LinkedIn page was established in July 2017. Throughout the year, 175 posts generated more than 200,000 views. The page also garnered 400 followers.

The SaultEDC Facebook page published 417 posts, which generated more than 357,000 views and over 19,000 engagements. Established in September 2016, the site has garnered 570 likes and 580 followers.

The @SaultEDC Twitter page published 1,177 tweets, which generated more than 368,000 views. With this activity, the site grew from 2,000 followers to 2,500 followers. Since the page was established in 2013, over 4,200 tweets have been posted.

Six editions of The Pulse newsletter were produced and sent to approximately 1,500 recipients. The digital publication had an "open" rate of 44% and "click" rate of 23%, both of which are well above average for online communications campaigns.

55 press releases were developed and sent to area media, all of which garnered news coverage from multiple outlets.

52 Weekly Activity Reports were generated. The publication features short segments on the SSMEDC's more day-to-day endeavours.

Thanks to a partnership with Shaw TV, three SSMEDC produced video segments aired on the community cable channel. Topics included the Millworks - Centre for Entrepreneurship, Summer Company young entrepreneur program, and the SSMEDC's Business Retention & Expansion Program.

The SSMEDC website attracted 28,546 total visitors, which was a 4% increase over 2016. Also, 68 news stories were published on the website homepage. With 112,280 impressions, the news portal accounted for 1/3 of all traffic to the website.

4 SSMEDC-written feature stories and columns were printed in external publications, including Bear Country and the Chamber of Commerce Directory.

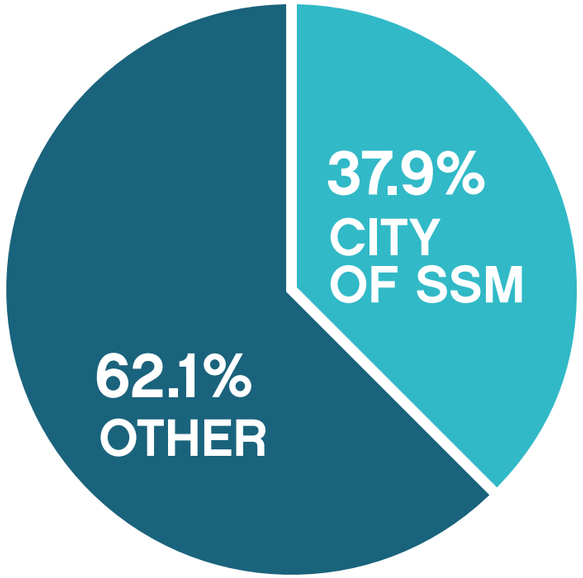
To promote events and programs, 19 mass e-mail blasts were sent to the SSMEDC's distribution lists.

LEVERAGING

The SSMEDC is funded by various sources, including all levels of government and the private sector. In 2017, it received $1.86 million from the City of Sault Ste. Marie, which included funding for special projects financed by the Municipality's Economic Development Fund. Overall, this represents less than 1% of the City's total expenses for the year. The SSMEDC received an additional $2.64 million from other sources in 2017.

Between 2010 and 2017, the Corporation received a total of $13.26 million from the City. The SSMEDC used this funding to secure $21.74 million from the federal and provincial governments, the private sector, and other sources. Essentially, for every dollar the Corporation receives from the City, it secures roughly two dollars from other sources.

Simply put, the SSMEDC uses its Municipal investment to lever significant amounts of additional funds to undertake programs and services on behalf of the community. Being able to access such a high level of funding from senior levels of government is largely the result of the SSMEDC being an independent, non-profit organization.



SSMEDC FUNDING 2010 - 2017

FINANCIAL STATEMENTS

The SSMEDC's 2017 audited financial statements are as followed:

Summarized Balance Sheet at December 31, 2017

WHAT WE OWN	
Cash	$623,881
Receivables	566,120
Prepaid Expenses	39,727
Investment Certificate	100,000
Capital Assets (net)	3,568,086
TOTAL	**$4,897,813**

WHAT WE OWE	
Payables & Accrued Liabilities	$825,813
Deferred Revenue	111,630
Current Portion of Long Term Debt	56,021
Long Term Debt	1,291,798
Deferred Capital Contributions	1,778,990
TOTAL	**$4,064,252**

WHAT IS LEFT	
Invested in Capital Assets	$441,277
Restricted	242,667
Unrestricted	149,617
TOTAL	**$833,561**
TOTAL	**$4,897,813**

Summarized Statement of Operations for the Period Ending December 31, 2017

WHERE THE MONEY CAME FROM	
City of Sault Ste. Marie	$1,856,241
Government of Canada	157,988
Province of Ontario	969,446
Interest	4,683
Partnership Contributions	208,841
Advertising	38,250
Destination Marketing	548,744
Other	456,190
Amortization of Deferred Contributions Related to Capital Assets	254,402
TOTAL	**$4,494,785**

WHAT THE MONEY WAS SPENT ON	
Salaries & Benefits	$2,003,047
Development	1,082,893
Advertising & Promotion	871,305
Networks & Subscriptions	37,527
Administration	187,018
Professional Fees	41,134
Interest on Long-Term Debt	53,963
Amortization of Capital Assets	336,175
TOTAL	**$4,613,063**
TOTAL	**($118,278)**

OUR TEAM

Board of Directors

The SSMEDC is governed by a volunteer Board of Directors made up of business owners and executives from the private, public and non-profit sectors. The corporation is also served by a number of Advisory and Standing Committees made of up community leaders and professionals.

Robert Reid, President
Owner of N-Sci Technologies Inc.

Don Mitchell, Past-President
Vice-President of Commercial Lines/Partner at Algoma Insurance Group

Terry Rainone, 1st Vice-President
President of Palmer Construction Group and McRain Developments

Paul Skeggs, 2nd Vice-President
Barrister & Solicitor at Skeggs Paciocco Lawyers LLP

Donna Hilsinger, Secretary
Tourism & Hospitality Industry Veteran

Lori Naccarato, Treasurer
Senior Account Manager at Business Development Bank of Canada

Bill Freiburger
Commissioner of Finance at the City of Sault Ste. Marie (retired)

Geoff Meakin
President and co-owner of Meakin Contracting

Frank O'Connor
Co-owner and operator of The Voyageurs' Lodge & Cookhouse

Pramod Shukla
Chief Operating Officer at Algoma

Kevin Wyer
General Manager of the Delta Sault Ste. Marie Waterfront Hotel & Chair of Tourism Sault Ste. Marie

Sandra Hollingsworth
Ward 2 City Councillor

Christian Provenzano
Mayor of Sault Ste. Marie
(Ex-Officio)

The Board of Directors is supported by a Liaison Committee consisting of:

Ron Common
President of Sault College

Asima Vezina
President and Vice-Chancellor of Algoma University

Rory Ring
CEO of the Sault Ste. Marie Chamber of Commerce

Dan Friyia
Executive Director of the Community Development Corporation of Sault Ste. Marie & Area

Staff

The SSMEDC is comprised of a professional staff team. Many have been working in the field for decades and hold speacialized designations in Economic Development, as well as advanced degrees in a variety of fields.

Business Development

Daniel Hollingsworth
Executive Director, Business Development

Nevin Buconjic
Manager, Trade, Investment & Community Marketing

John Febbraro
Manager, Industrial & Business Development

Harleen Puaar
Economic Development Officer

Andrew Ross
Manager, Enterprise Centre Services

Zoltan Virag
Manager, Small Business Advisory Services

Tourism Sault Ste. Marie

Ian McMillan
Executive Director, Tourism Sault Ste. Marie

Lindsey Ackland
Coordinator, Visitor/Media Relations

Ally Brown
Graphic Designer & Branding Coordinator

Alana Kenopic
Manager, Sports Tourism & Special Events

Jennifer King-Callon
Manager, Meetings, Conventions & Travel Trade

Tara Lucarelli
Tourism Partnership Coordinator

Finance & Administration

Karen Madigan
Executive Director, Finance & Administration

Marc Capancioni
Communications Coordinator

Emily Earle
Receptionist

THANK YOU

Thanks to all our 2017 funders for their investments in local economic development:

- City of Sault Ste. Marie

- Destination Ontario (OTMPC)

- Employment and Social Development Canada

- FedNor

- Northern Ontario Heritage Fund Corporation

- Ontario Ministry of Economic Development and Growth

- Ontario Ministry of Northern Development and Mines

- Ontario Ministry of Tourism, Culture and Sport

- Sault Ste. Marie Destination Marketing Fund

- Tourism Northern Ontario (RTO 13)

- Various Private Sector Partners

ANNUAL REPORT 2017

MOMENTUM ALWAYS

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION
705-759-5432 | INFO@SSMEDC.CA
WWW.SAULT-CANADA.COM

Malcolm White

From: City Clerk
Sent: Friday, April 20, 2018 8:54 AM
To: Rachel Tyczinski; Malcolm White
Subject: FW: Street Renaming Proposal - Ontario Street (from Pine to Upton) to Garrison Way

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From: LANCE.KNOX@forces.gc.ca [mailto:LANCE.KNOX@forces.gc.ca]
Sent: Thursday, April 19, 2018 10:16 PM
To: City Clerk
Cc: Susan Myers; Don McConnell
Subject: Street Renaming Proposal - Ontario Street (from Pine to Upton) to Garrison Way

Mr. White:

I would like to request City Council consider renaming a portion of Ontario Street to Garrison Way. The portion of Ontario Street to be renamed would be from Pine Street westerly to the intersection of Upton Road.

My purpose is to acknowledge the outstanding contributions citizens of Sault Ste. Mare who have worn a uniform in the Pine Street armoury have made over the years. Soldiers of the community have proudly served locally, nationally and internationally. The term 'garrison' has a specific meaning within the military community. It refers to the soldiers, sailors and/or airmen who reside with the boundaries of a military establishment. The use of 'garrison' is intended for audiences/parades where there are multiple units present and is used to ensure no specific unit is identified. In the case of our armoury, we have soldiers from two Primary Reserve units: 49th Field Artillery Regiment RCA and 33 Service Battalion along with three cadet corps: 2310 Royal Canadian Army Cadets, 155 Borden Gray GC Air Cadet Squadron, 46 Royal Canadian Sea Cadets Royal Sovereign and NLCC Newman Navy League.

I have informed the units of the garrison of the proposed name and have received strong support for the initiative and the name. It would be my intent to conduct a formal parade Thursday September 6th, 2018 as part of an unveiling ceremony of the new name. Furthermore, I would like to request an address change from 375 Pine Street to 1 Garrison Way.

For your information, I have met with Councillor Susan Meyers and Planning Director Mr. Donald McConnell. Both of them provided excellent advice and were supportive of the proposal. We agreed there is precedent within the City such as Ron Francis Way-Bruce Street and I provided an example of a similar request in Kenora. In Kenora, council renamed a portion of Eleventh Avenue North to 116 Artillery Way in December of 2013. I am proposed the name change for a portion of Ontario Street that is not fronting any property owner other than the City, is not land that could be developed and have selected a street number consistent with City naming convention (the armoury lies to the South of the street and thus would have an odd number).

If there are any questions, I may be reached per my signature block contacts or personal cell (705-943-0789).

Sincerely,

LCol Lance Knox, CD

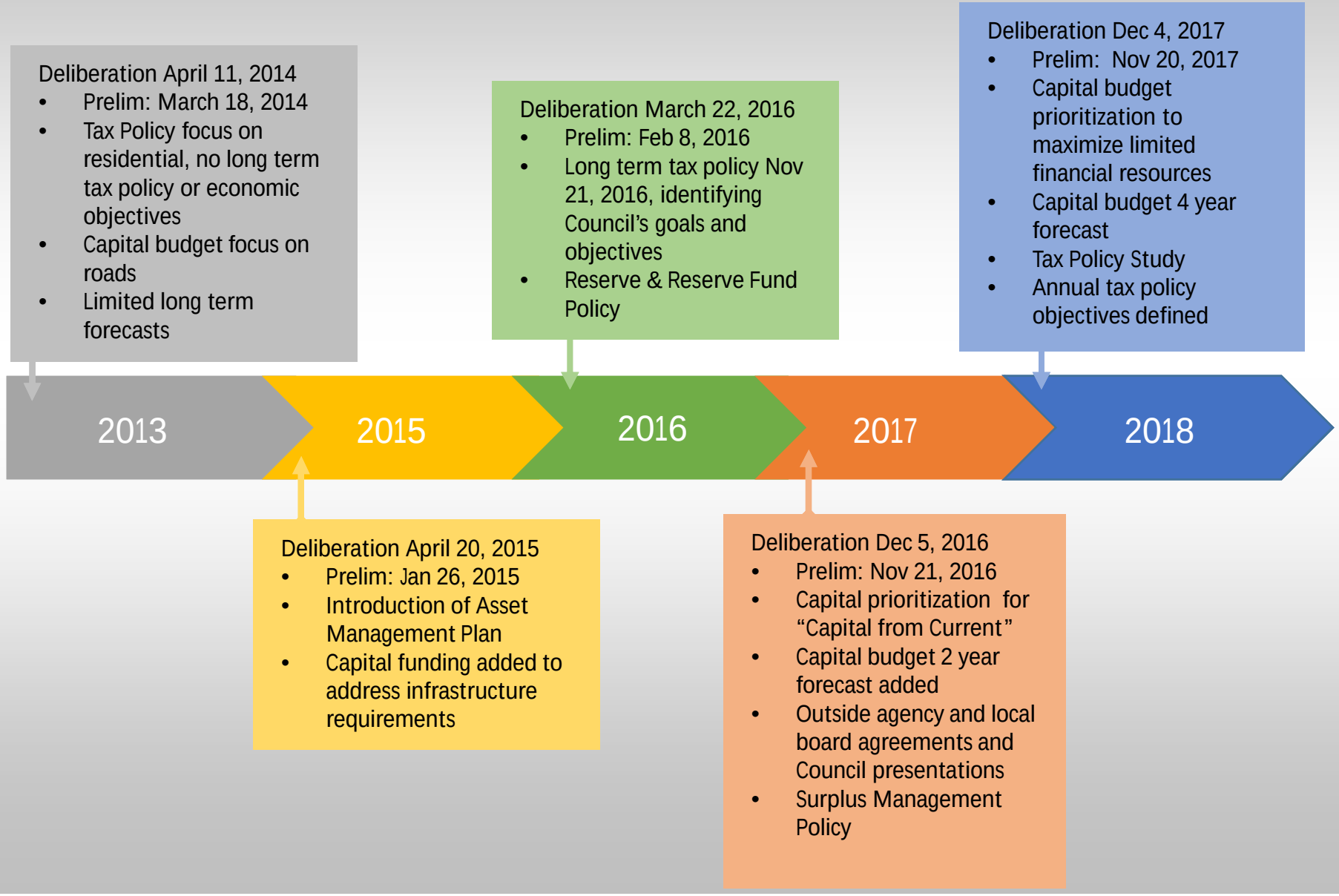
Commanding Officer (CO), 49 Fd Regt
Department of National Defence / Government of Canada
lance.knox@forces.gc.ca
BB 705-943-2145

Commandant d'unité (CO), 49 Fd Regt
Ministère de la Défense nationale / Gouvernement du Canada
lance.knox@forces.gc.ca
BB 705-943-2145

BUDGET – WHERE WE WERE TO WHERE WE ARE

A Summary of Accomplishments

Where We Were – Where We Are



Where We Go

- Budget the Plan
  - Strategic Plan
  - Official Plan
  - Future SSM
  - Departmental Plans (ie. Parks and Recreation Master Plan, Cycling Master Plan, Transit Optimization Plan, Accessibility Plan, Fire Master Plan, Transportation Master Plan, Stormwater Management Master Plan…)
- Operation budget forecast
  - Requires software to enable integration of assumptions and implications (implementation early 2019 for 2020 budget)
- Better integration of capital projects with operational costs

Where We Go (cont'd)

- Semi-annual reporting of capital budget projects
- Update and ongoing assessment of asset management plan infrastructure requirements and funding availability
  - Strategic Asset Management Policy – new regulations
    - July 1, 2019 - outline commitments to best practices and continuous improvement
    - July 1, 2021 – Phase 1 asset inventory, current levels of service and costs to maintain levels of service for core assets
    - July 1, 2023-Phase 2 builds out Phase 1 to include all assets
    - July 1, 2023-Phase 3 adds proposed levels of service and lifecycle management and financial strategy

OPERATING BUDGET PROCESS

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

Consideration of Budget Process

May 14, 2018

Summary

- The 2018 Budget considers several factors and builds on previous requests by Council for further improvements
- Administration is hampered somewhat by physical and human resources to provide timely and complete information
- Council directions are very important to providing meaningful and complete information

Discussion Points

- What works for Council?
- What things would Council like to see changed?
- Other Comments?

Administration and Council both want to develop the best process possible to allow for informed, positive and transparent setting of annual budgets.

The Corporation of the
City of Sault Ste. Marie

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

March 19, 2018

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

AUTHOR: **Al Horsman**

DEPARTMENT: **Chief Administrative Officer**

RE: **2018 Discretionary Spending List**

PURPOSE

The purpose of this report is to respond to the following Council resolution passed at the 2018 01 08 meeting.

Whereas a May 8, 2017 motion at City Council requested a list from City staff on options to achieve a 0% budget increase and a 1% budget reduction in 2018; and

Whereas such a list was not provided by staff despite a clear Council directive;

Now Therefore Be It Resolved that the five City Departments being: Public Works and Engineering, Fire Services, Legal Department, Corporate Services and Community Development and Enterprise Services be directed to present to City Council in the first quarter of 2018 a specific list of all discretionary spending for Council to consider possible savings options during budget deliberations.

BACKGROUND

Attached are lists by service area and functional area requested by Council breaking out all departmental discretionary spending for Council's consideration. As Fire Services is almost entirely mandatory and will be reviewed over the next year relative to the Fire Master Plan found elsewhere on the March 19, 2018 agenda, it is not found in the list.

ANALYSIS

It is intended that staff will co-ordinate a Special Council meeting in late April to provide an in-depth view of how the annual operating budget is prepared at the staff level. It is staff's expectation that the material provided at that meeting as well as the discretionary spending lists attached to this report will provide Council with information necessary to meet the needs of the above resolution.

FINANCIAL IMPLICATIONS
The 2018 Budget was approved by Council at its meeting of December 4, 2017 and included total departmental spending of $ 62.8 million representing 1.03% of the 2018 levy increase of 2.08%.

STRATEGIC PLAN / POLICY IMPACT
This report is linked to the Service Delivery focus area of the corporate Strategic plan.

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

Resolved that the report of the Chief Administrative Officer dated 2018 03 19 concerning 2018 Discretionary Spending List be received as information.

Respectfully submitted,



Al Horsman, CAO
705.759.5347
cao.horsman@cityssm.on.ca

CITY OF SAULT STE MARIE
COMMUNITY SERVICES AND ECONOMIC DEVELOPMENT

	Revenues	Expenditures	Total Costs
Parking:	**$ 438,695**	**$ 510,697**	**$ 72,002**
Administration	$ 82,865	$ 125,335	$ 42,470
Meters	$ 212,100	$ 125,466	$ (86,634)
Lots	$ 143,730	$ 259,896	$ 116,166
Cemetery Operations:	**$ 958,526**	**$ 1,072,671**	**$ 114,145**
Transit:	**$ 3,610,012**	**$ 9,497,372**	**$ 5,887,360**
Administration	$ 3,529,537	$ 716,749	$ (2,812,788)
Parabus	$ 77,000	$ 1,489,558	$ 1,412,558
Community bus	$ 3,475	$ 159,891	$ 156,416
Regular transit and operations	$ -	$ 7,131,174	$ 7,131,174
School Guards	**$ -**	**$ 299,290**	$ 299,290
			$ -
Recreation & Culture	**$ 1,519,879**	**$ 3,810,386**	**$ 2,290,507**
Healthy Kids	$ 175,000	$ 225,000	$ 50,000
Canada Day	$ 10,000	$ 20,000	$ 10,000
Mayor's Youth Advisory Committee	$ -	$ 27,500	$ 27,500
Administration	$ 64,584	$ 558,191	$ 493,607
Miscellaneous Programs	$ -	$ 21,162	$ 21,162
Sports Administration	$ -	$ 14,944	$ 14,944
Parks & Recreation Advisory Committee	$ -	$ 2,465	$ 2,465
			$ -
Roberta Bondar Park	**$ 34,777**	**$ 185,265**	**$ 150,488**
			$ -
Marinas	**$ 263,814**	**$ 283,129**	$ 19,315
Bellevue Marina	$ 174,902	$ 162,502	$ (12,400)
Bondar Marina	$ 88,912	$ 120,627	$ 31,715
			$ -
Senior Facilities and Programming	**$ 170,070**	**$ 620,103**	$ 450,033
Seniors Drop In Centre	$ 106,370	$ 424,858	$ 318,488
Steelton Senior Centre	$ 63,700	$ 195,245	$ 131,545
			$ -
Heritage Property and Services (includes Northern	**$ 95,656**	**$ 400,549**	$ 304,893
John Rhodes Pool	$ 465,978	$ 1,177,038	$ 711,060
			$ -
Outdoor Pools	**$ -**	**$ 83,180**	**$ 83,180**
Greco Pool	$ -	$ 56,216	$ 56,216
Manzo Pool	$ -	$ 26,964	$ 26,964
Northern Community Centre	$ 240,000	$ 191,861	$ (48,139)

Community Centres	**$ 1,294,910**		**$ 2,932,450**		**$ 1,637,540**
John Rhodes Arena	$ 741,899		$ 1,485,084		$ 743,185
McMeeken	$ 143,566		$ 284,212		$ 140,646
Miscellaneous Concessions	$ 145,445		$ 145,001		$ (444)
Facility Administration	$ 24,000		$ 975,558		$ 951,558
Facilities - Summer Students	$ -		$ 34,035		$ 34,035
					$ -
Lock Operations	**$ -**		**$ 44,050**		**$ 44,050**
Accessibility	**$ -**		**$ 218,771**		$ 218,771
Essar Centre	**$ 1,739,457**		**$ 2,351,815**		**$ 612,358**
					$ -
Community Services Administration	**$ -**		**$ 636,373**		**$ 636,373**
Community Adjustment Committee					

THE CORPORATION OF THE CITY OF SAULT STE MARIE
DISCRETIONARY SERVICES
(BASED UPON 2018 OPERATING BUDGET)

SERVICE DESCRIPTION		OPERATING BUDGET	RAMIFICATIONS OF SERVICE DECREASE
FINANCE DEPARTMENT			
Information technology			**All areas of service are dependent upon computers and software**
Software Licenses and Support Agreements	$	572,860	**Decreases in this area will inhibit mandatory services from meeting**
Hardware Maintenance Agreements	$	64,000	**their required service levels**
Operating Capital Expenditures	$	111,850	Level of support required will depend on level of corporate service
City Wide Are Network Communication Infrastructure Support	$	69,150	delivery
I.T. Salaries and Benefits and other operating	$	1,090,485	
Innovation Center - GIS Service Contract	$	253,000	
	$	2,161,345	All aspects of IT services will be reviewed in 2018 by third party IT Service Delivery Review

Financial Reporting (Quarterly Reports)

The Municipal Act does not specifically reference Information Technology as a mandated service.
Information Technology is the keeper/overseer of critical information whether it be in the form of database information and unstructured data. IT ensures that the information is

- Secure User access control rights
- Secure from Cyber Attacks (Ramsomware, malware, viruses, spam)
- Secure from physical damage (Data Backup)
- Data integrity
- Put policies, procedures, and technical measures in place to prevent unauthorized access, alteration, theft, or physical damage to information systems

CLERK'S DEPARTMENT

Office Services - includes Print shop (copying, printing, collating, binding, folding/inserting, laminating and combo-punching, mail processing	$188,302	More costly to produce documents on floor machines than on print shop machines. In-house printing is more cost effective and timely for many City uses. Impacts efficiency of having centralized mail delivery. Staff resources in this area were reduced in 2016
Corporate Communications - includes implementation of corporate communications plan; including policy development and implementation (visual identity, media relations, social media, corporate website) as well as communications and website/social media content management	$187,690	Impacts customer service, co-ordination of departmental efforts; corporate image and media relations. The services in this area have been added over a 15 year period at no additional cost to the levy

Quality Improvement - includes staff training (in association with Excellence Canada), quality improvement initiatives, corporate strategic plan administration		$23,250	Impacts staff training, improvement and strategic planning initiatives
Council Meetings (meals)		$8,350	Impacts councillors and staff who have no break between work and Council meetings. Also provided for Shaw Cable volunteers and media.
Walk of Fame		$2,000	Impact ability to fund program. Downtown Association also provides funding.
Receptions		$25,650	Impact level of service for protocol and civic receptions. Spending in this area has decreased during this Council term compared to previous terms.
Co-ordination of retirement events	$	27,000	Impacts employee morale, appreciation – currently under review.
		$462,242	

HUMAN RESOURCES DEPARTMENT

Claims management, non-occupational sick leave claims management, WSIB claims appeal consultant	$	110,700	Impacts ability to mitigate increased costs to corporation in management of absenteeism, sick leave and WSIB.
Employee Assistance Plan	$	37,200	Impacts provision of EAP services which assist in maintaining employee wellness and mitigating absenteeism and sick leave costs.
Corporate Recruitment and Training	$	17,850	Impacts skill development and recuitment of staff
	$	165,750	

CITY OF SAULT STE MARIE
LEGAL

			MANDATORY SERVICES		DISCRETIONARY SERVICES
SERVICE DESCRIPTION	**OPERATING BUDGET**		**LEGISLATIVE AUTHORITY**	**CURRENT LEVEL OF SERVICE**	**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			

PARKS

Athletic Parks

113-01	Football	$44,058
113-02	Soccer	$116,894
113-03	Slow-Pitch	$88,635
113-04	Track and Field	$6,751
113-05	Complexes	$24,000
	Total:	$280,338

* Any reduction in this area would have an impact on our Outdoor City run Sportsfield League Programs.

PassiveParks

114-05	Ground Maintenance	$314,823
114-06	Grass Cutting	$308,499
114-07	Playground Maintenance	$175,048
114-08	Structure Maintenance	$90,121
114-09	Passive Parks	$236,518
114-19	Hub Trail	$47,896
115-03	Waterfront Walkway(Boardwalk)	$66,178
116-02	Skateboard Park	$6,296
	Total:	$1,245,379

* Any reduction in this area would have an impact in our City Parks, Sports Fields, Playgrounds, Hub Trail, and the Waterfront Boardwalk.

Greenhouses

117-01	Greenhouse Structure Maintenance	$66,073
117-05	Shrub Bed Maintenance	$29,602
117-06	Showhouse Floral Maintenance	$38,281
117-07	Floral Production Outside	$70,332
117-08	Floral Bed Maintenance	$141,736
117-09	Weed Control	$25,061
	Total:	$371,084

* Any reduction in this area would have an impact on our City floral displays, shrub beds and showhouses.

Forestry

118-01	Residential-Works	$164,665
118-02	Forestry Services	$6,637
118-04	Tree Planting	$47,154
118-06	Elm Program	$23,000
118-11	Emerald Ash Program	$9,300
	Total:	$368,697

* Any reduction in this area would impact our City tree trimming, removals, treatment and tree planting.

Winter

119-08	Rinks-Flood/Plow	$120,634
119-09	Rinks-Bldg/Maintenance	$27,450
119-10	Rinks-Security	$44,760
119-11	General Winter Maintenance	$115,871
	Total:	$308,715

* Any reduction in this area would have an impact on Outdoor Rinks, Skating Oval and Toboggan Hills.

Overhead

	Parks Overhead	$ 633,483

Total Parks Budget: $3,207,696

WINTER CONTROL

Snow Removal

107-02	Snow Removal	$	1,290,444

*Snow removal can be reduced but it should be noted that we were over approx. $60,000 in 2017.

Sidewalk Maintenance

107-08	Sidewalk Plowing	$	294,589
107-09	Sidewalk Sanding	$	245,164
107-16	Sidewalk Sweeping	$	110,379
	Total:	$	650,132

* Any reduction in this area would have a reduced service area contrary to the policy recently approved by Council.

CARPENTRY

Carpentry Division

	Carpentry Division	$	616,490

* Any reduction here would prevent this Division from completing inter-Departmental carpentry work and require outside Contractors signatory to the Unions to bid.

WASTE MANAGEMENT

Multi-family Waste Collection

153-06	Collection - Multi-Family Contract	$	116,680

* Any reduction here would require all multi-family building owners to contract their own waste collection

HHW Depot

152-02	Hazardous Waste		
	City Operation	$	99,200
	HHW Contractor	$	90,830
	Total:	$	190,030

* Any reduction here would impact hours/days/season of operation of the HHW Depot

Environmental Initiatives/Green Committee

154-01	Environmental Initiatives		
	Project and disbursement costs	$	92,070
	Total:	$	92,070

* Any reduction here would impact the ability to complete small energy retrofits (ie. lighting projects) not included in the Asset Mgmt Plan, Public Education campaigns and energy audits.

SANITARY SEWERS

Wood Chipping Contract

152-05	Wood Chipping Contract (at landfill)	$	99,560

* Any reduction here would prevent this material from being chipped. It is currently being used to blend with the biosolids (absorbing some of the water and allow it to be more workable).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-19

ANIMAL CARE AND CONTROL: (R1.5) A by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie.

WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001,* S.O. 2001, c.25 authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular, paragraphs 5, 8 and 9 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the protection of persons and property and Animals;

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001,* S.O. 2001, c.25 provides that a by-law under section 10 of that Act respecting a matter may regulate or prohibit and, as part of the power to regulate or prohibit respecting the matter, may require a Person to do things respecting the matter or may provide for a system of Licenses respecting the matter;

AND WHEREAS Section 103(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that if a by-law is passed regulating or prohibiting with respect to the being At Large of Animals, the by-law may provide for the seizure and impounding of Animals being At Large and the sale of impounded Animals;

AND WHEREAS section 425 of the *Municipal Act, 2001,* S.O. 2001, c.25 authorizes a municipality to pass by-laws providing that a Person who contravenes a by-law of the City of Sault Ste. Marie passed under that Act is guilty of an offence;

AND WHEREAS the *Municipal Act, 2001,* S.O. 2001, c.25 further authorizes a municipality, amongst other things, to delegate its authority, to impose fees or charges, to provide for inspections, and to make orders to discontinue activity or to do work;

AND WHEREAS the Council of the City of Sault Ste. Marie deems it advisable to enact a by-law providing for the control and care of Animals in the City for the health and safety of the public;

NOW THEREFORE the Council of the City of Sault Ste. Marie enacts as follows:

SHORT TITLE

This by-Law shall be known as the Sault Ste. Marie Animal Care and Control By-law.

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1. **DEFINITIONS**

In this By-law:

"*Animal*" includes any mammal, bird or reptile, other than a Dog or Cat.

"*At Large*" in reference to a Dog or Cat means the Dog or Cat is:

(a) Not within the Premises of its Owner or within the Premises of another Person with the consent of that Person; and
(b) Not on a leash and under the effective control of a Person who has the strength and capacity to securely control the Dog or Cat so as to not permit or allow unwanted contact with another Person or Domestic Animal.

"*Attack*" or "*Attacked*" in reference to a Dog or Cat means aggressive behaviour resulting in unwanted physical contact resulting in harm to a Person or Domestic Animal, such as bleeding, bone breakage, sprains, serious bruising, multiple injuries or damage to clothing;

"*Bite*" means the breaking or puncturing of the skin of a Person or Domestic Animal caused by the tooth or teeth of a Dog and "Biting" has a similar meaning;

"Board" means the Board of Directors of the Agency contracted by City Council to provide for the control and care of animals in the City or designate of City Council;

"*Cat*" means a male or female feline of any breed of domesticated Cat or cross-breed of Domesticated Cat.

"*Collar*" does not include a rope, cord, chain, or other material not used as a collar in its regular use.

"*Chief of Police*" means the Chief of Police for Sault Ste. Marie Police Services or persons acting under his or her authority;

"*City*" means the Corporation of the City of Sault Ste. Marie;

"*Council*" means the Council of the Corporation of the City of Sault Ste. Marie;

"*Dog*" means a male or female canine of any breed or domesticated canine or cross-breed of a domesticated canine;

"*Domestic Animal*" includes a Cat, Dog or similar Animal kept as a pet which is generally understood to be domesticated and is typically kept indoors at a Dwelling Unit.

"*Dwelling Unit*" means one or more rooms connected together as a self-contained, separate unit in the same building comprising all or part of the building and constituting an independent housekeeping unit for residential occupancy;

"*Identification Tag*" means the tag issued annually when a Dog is registered with the Pound Keeper;

"*Keep*" in reference to a Dog, Cat or Animal means to provide care to the Dog, Cat or Animal or to own, harbour, possess or have control over, whether temporary or permanent "kept" or "keeping" have similar meaning;

"*Kennel*" means a building or structure or part thereof where animals are kept for the purpose of breeding, boarding, housing, feeding, selling and/or maintenance.

"*Livestock*" means animals including but not limited to cattle, fur-bearing animals, goats, pigs, horses and sheep, but not including dogs or cats;

"*Microchip*" means an approved Canadian Standard encoded identification device implanted into a Dog or Car which is programmed to store a unique and permanent identification number that permits access to Owner information which is stored in a central data base accessible to the Pound Keeper and "Microchipped" when used in reference to a Dog or Cat means a Microchip has been implanted into the Dog or Cat;

"*Muzzle*" in reference to a Dog means a humane fastening or covering device of sufficient strength and well-fitted animal to prevent the Dog from Biting, without interfering with the breathing, panting or vision of the Dog or with the Dog's ability to drink;

"*Officer*" means a person duly appointed as a Provincial Offences Officer or Municipal Law Enforcement Officer who is employed by the Agency contracted to provide the City with Prevention of Cruelty to Animal Services;

"*Owner*" in reference to a Dog, Cat, Livestock or other Domestic Animal means any person or persons who possesses, harbours or have custody of a Dog, Cat, Livestock or other Domestic Animal and where the Owner is a minor, the person responsible for the custody of the minor;

"*Person*" includes a corporation, association, or any other non-incorporated entity;

"*Police*" means any Police Officer as appointed by the Government of Canada, the Province of Ontario or the City.

"*Roadway*" any street, highway or other place, whether publicly or privately owned, and any part of which the public is permitted to use for the passage or parking of vehicles.

"*Service Animal*" means an animal that has been trained or is being trained to provide service for a person who, because of a disability as defined in the *Accessibility for Ontarians with Disabilities Act*, *2005,* S.O. 2005, c. 11, as amended, requires that service animal.

"*Sterilized*" in respect of a dog or cat means either spayed or neutered and "sterilization" has a corresponding meaning;

"*Tether*" means a rope, chain or any restraining device that prevents an animal from moving away from a localized area and words "tethered" and "tethering" have a corresponding meaning;

"*Wild Animal*" means an untamed or undomesticated animal indigenous to North America, wild by nature or disposition;

2. **POUND KEEPER**

For the purpose of this By-law, the Agency contracted by City Council to provide the City with Prevention of Cruelty to Animal Services (the "Society") shall be deemed to be the Pound Keeper of the City of Sault Ste. Marie and the animal shelter(s) operated by the Society shall be deemed to be the City Pound.

3. **CARE OF ANIMALS**

3.1 **Responsibility to Care for Animals**

3.1.1 Every Owner of an animal shall treat the animal in a humane manner, including but not limited to the provision of:

(1) a clean and sanitary environment free from the accumulation of excrement;
(2) adequate and appropriate:
    a. food;
    b. unfrozen clean water;
    c. shelter that is waterproof and protects the animal from exposure to the elements and is appropriate for its size and breed; and
    d. veterinary medical care when the animal exhibits signs of pain, illness or suffering.
(3) the opportunity for physical activity sufficient to maintain good health.

3.1.2 Every person who keeps an animal outside unsupervised for extended periods of time shall, in addition to the requirements set out in article 3.1.1, keep the animal within a confined area on the premises and ensure that the animal is provided with, and has complete and unrestricted access to the following:

(1) a raised shelter that protects the animal from the elements, having regard to the animal's size and type of coat;
(2) an area separate and apart from the shelter for the animal to use for defecation and urination;

(3) an area separate and apart from the shelter that provides the animal with protection from direct sunlight at any time of the day; and
(4) an area that is dry and free from standing water.

3.2 **Tethers**

3.2.1 No person shall keep an animal tethered unless:

(1) the tether is a minimum of four (4) metres in length and does not permit the animal to go beyond the limits of the property;
(2) the animal has unrestricted and unobstructed movement within the range of the tether;
(3) the animal has access to water, food, shelter, and shade; and
(4) the tether is securely attached to a collar that will not cause the animal unnecessary pain or distress.

3.2.2 No person shall use a collar on an animal that restricts or may restrict the animal's ability to breathe or swallow, or that causes or may cause the animal distress.

3.2.3 No person shall tether any cat outside while left unsupervised.

3.3 **Keeping Animals Under Sanitary Conditions**

3.3.1 Every person who keeps an animal within the City shall keep the animal, or cause the animal to be kept on premises that are free from the accumulation of fecal or other waste matter, foul odour, insect infestation, rodent attractants or any other unsanitary condition that disturbs or is likely to disturb the enjoyment, comfort or convenience of any person or animal, or that may endanger the health of any person or animal.

3.3.2 Article 3.3.1 does not apply to Livestock kept in accordance with the provisions of subsection 7.6 of this By-law.

4. **DOGS**

4.1 **Registration**

4.1.1 Every Owner of a Dog shall:

(1) Register the Dog with the Pound Keeper within the later of:
    a. The Dog reaching the age of five (5) months; and
    b. Seven (7) days of becoming the owner of the Dog.

(2) Pay the registration fee and administrative fee(s), if applicable, as set out in Schedule "A" as may be amended by Council from time to time; and
(3) Renew the registration annually on or before March 31st of each year, if applicable.

4.1.2 Registration of a Dog shall expire:

(1) In the case of annual registration, on March 31st of each year; and
(2) In the case of lifetime registration, on the earliest of:
    a. The transfer of Ownership of the Dog; and
    b. Death of the Dog.

4.1.3 The Pound Keeper shall provide the registrant with an identification tag for each dog registered in accordance with this By-law that will bear a licence number, the City name and the year to which it applies.

4.1.4 Where an Owner of a dog acquires the dog or moves in to the City after the 30th day of June of any year the Owner shall pay one-half of the annual registration fee as set out in Schedule "A" at the time of registration.

4.1.5 The Pound Keeper shall not register a dog unless the Owner provides:

(1) Name, address and telephone number of the dog Owner;
(2) Name, age, gender, breed, and general description of the dog;
(3) Proof of current rabies immunization from a Doctor of Veterinary Medicine;
(4) Proof of sterilization and microchip, if applicable, from a Doctor of Veterinary Medicine;
(5) Copy of Dangerous Dog Notice, if applicable; and
(6) The prescribed fee.

4.1.6 The Owner of a dog shall notify the Pound Keeper within seven (7) days of the sale or death of a dog registered with the Pound Keeper or of any change in the Owner's name, address or telephone number.

4.1.7 No Owner, upon providing proof satisfactory to the Pound Keeper, shall be required to pay a fee for the registration of a Police Dog or Service Animal.

4.2 **Prohibitions**

4.2.1 Every owner of a dog five (5) months of age or older shall ensure that the dog identification tag issued at the time of registration or a replacement thereof is affixed on the dog at all times during the year and until such time as he procures a tag for each dog for the following year.

4.2.2 No person shall use an identification tag for any dog other than the dog for which such identification tag was issued.

4.2.3 No person shall provide the Pound Keeper with any false information in respect of the registration or renewal of a registration of a dog.

4.2.4 No person other than the Owner or the Pound Keeper shall remove the identification tag worn by a dog.

4.2.5 The Owner of a dog shall not use a leash or other restraining device that does not enable him or her to properly control the dog.

4.3 **Dog Bites/Attacks**

4.3.1 No Owner of a dog shall cause or permit a dog, through neglect or failure to control, to, without provocation, bite, attack or chase a person or Domestic Animal, or damage public or private property.

4.3.2 Where it is alleged that a dog has bitten or attached a person or domestic animal such dog may be impounded on the order of the Chief of Police and held by the Pound Keeper until the proceedings provided in the *Dog Owners' Liability Act*, R.S.O., 1990 c. D.16 have been followed provided that no dog shall be so impounded for a period in excess of twenty-one (21) days unless ordered otherwise by an Ontario Court or Provincial Offences Court.

4.3.3 Where Police, Pound Keeper or Officer finds a dog running At Large contrary to the provisions of this By-law and he or she believes that before the dog can be seized it may attack a human being he or she may kill the dog.

4.3.4 No damages or compensation shall be recovered for the killing of a dog under this section.

4.4 **Dangerous Dogs**

4.4.1 Where the Pound Keeper or an Officer becomes aware either on its own initiative or as a result of a complaint received by it that a dog has bitten or attacked a person or Domestic Animal without provocation, or chased or approached a person or Domestic Animal in a menacing fashion, the Pound Keeper Officer may serve a Dangerous Dog Notice to the dog Owner requiring the Owner to comply with any or all of the requirements set out in this section. Such notice shall take effect immediately upon service and the dog shall be deemed to be a Dangerous Dog.

4.4.2 Every Owner of a Dangerous Dog shall, at all times while the Dangerous Dog is not in the Owner's dwelling unit, but is otherwise within the boundaries of the Owner's premises, ensure that:

(1) the dog wears a muzzle;
(2) the dog is securely tethered;

(3) the dog is contained within an area securely enclosed by a locked fence of an appropriate height, or an area enclosed by other means such that the dog cannot come into contact with members of the public; and
(4) a sign, no smaller than 5" x 7", is displayed at all entrances to the property upon which the dog is kept, bearing words and a symbol that warn that there is a Dangerous Dog on the property.

4.4.3 Every Owner of a Dangerous Dog shall, at all times while the dog is not within the boundaries of the Owner's premises, keep the dog:

(1) on a leash that does not exceed two (2) metres in length; and
(2) muzzled.

4.4.4 Every Owner of a Dangerous Dog shall notify the Pound Keeper immediately of the following:

(1) any change in Ownership or residence of the dangerous dog and provide the name, current address and telephone number of the new Owner;
(2) if the dog runs At Large, attacks or bites any person or animal; and
(3) if the dog dies.

4.4.5 The Owner of a Dangerous Dog shall ensure that:

(1) the dog is spayed or neutered at the Owners expense; and
(2) that the dog is implanted with a microchip at the Owner's expense.

4.4.6 The Pound Keeper may impound any Dangerous Dog of an Owner not in compliance with this Section, at the Owner's expense, and perform any procedure necessary in the circumstances, including euthanization.

4.5 **Dangerous Dog Notice and Appeal Hearing**

4.5.1 The Dangerous Dog Notice referred to in Section 4.4 shall be served by hand delivery or registered mail to an Owner of the dog. If served by registered mail, it shall be deemed received on the fifth working day after the date of mailing. Such notices shall include:

(1) a statement that the Pound Keeper has reason to believe that the dog is potentially dangerous dog or a dangerous dog;
(2) the requirements that the Owner must comply with in accordance with Section 4.4 and when such requirements take effect; and
(3) a statement that the Owner may request, within three (3) working days of receipt of the Pound Keeper's Notice, and is entitled to, a hearing by a Committee designated by Council and specify the procedure for same.

4.5.2 An Owner's request for a hearing shall be made in writing to and served on the City Clerk of the Corporation of the City of Sault Ste. Marie within three (3) working days

of receiving the Notice and include a copy of the Notice. A Committee of Council shall hold a hearing pursuant to the provisions of the *Statutory Powers Procedure Act,* R.S.O. 1990, c. S.22 within fifteen (15) working days of the City Clerk's receipt of the request for a hearing and provide the Owner with notice of same.

4.5.3 Where a dog Owner who has been given notice of a hearing does not attend at the prescribed time and place, the Committee of Council may proceed in the absence of the dog Owner and the Owner will not be entitled to any further notice in the proceedings.

4.5.4 At the conclusion of the hearing, the Committee of Council may give its decision orally or reserve its decision, but in any case it shall provide its decision in writing within fourteen (14) days of the hearing to the dog Owner and the Pound Keeper.

4.5.5 The Committee of Council may affirm or rescind the Pound Keeper's designation of the dog as potentially dangerous or dangerous, may substitute its own designation, or may substitute its own requirements of the Owner. The decision of the Committee of Council issued under this By-law is final.

4.5.6 The requirements of Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5 which may be imposed on a dog Owner by the Pound Keeper shall not be required until either the time for appeal under Section 4.5.2 has elapsed without the dog owner requesting a hearing pursuant to that Section or the Committee of Council has ordered such requirement, whichever occurs earlier.

4.6 **Nuisance Dogs**

4.6.1 No Owner of a dog shall cause or permit his or her dog to be a public nuisance by:

(1) Persistently barking or howling;
(2) Scattering garbage or interfering with waste collection services; or
(3) Chasing persons, vehicles, domestic animals, livestock, poultry or other animals kept on an agricultural property.

4.6.2 For the purpose of 4.6.1, persistent barking or howling is defined as repeatedly barking or howling for twenty (20) minutes or longer.

4.6.3 Where the Pound Keeper has received and investigated three (3) complaints about the persistent barking of a Dog, which complaints have resulted in a conviction of the Owner of the dog under the City's Noise By-law or any successors thereto, the Pound Keeper shall be entitled to retrieve the dog from the Owner and keep the dog in the Pound for a period of ten (10) days or until the Pound Keeper is satisfied that the Owner of the dog has taken proper and effective steps to control the barking of the dog, whichever is the lesser.

4.7 **Off-Leash Areas**

4.7.1 The Owner of a dog found within a designated Off-Leash Area as listed in Schedule “E”, as amended, to this by-law shall ensure:

(1) that the dog has a current rabies immunization affixed to their collar;
(2) that the dog has been registered and has an identification tag affixed to their collar; and
(3) that the dog is under the direction and sight of its Owner or, that of a competent person over the age of eighteen (18) years with the Owner’s consent, at all times.

4.7.2 No Owner shall allow a female dog in heat or a dog known to be sick to enter the confines of an Off-Leash Area.

4.7.3 No Owner of a Dangerous Dog or a dog under a Dangerous Dog Notice shall permit that dog to enter the confines of an Off-Leash Area.

4.7.4 The Owner of a dog who acts aggressively towards people or other dogs while in the confines of an Off-Leash Area shall immediately leash and remove the dog from the Off-Leash Area.

5. **CATS**

5.1 **Identification**

5.1.1 Every Owner of a cat shall ensure that the cat bears sufficient identification to allow any person finding the cat running At Large to identify and contact the Owner.

5.1.2 No person other than the Owner or the Pound Keeper shall remove the identification affixed to a cat.

5.2 **Nuisance Cats**

5.2.1 No Owner of a cat shall cause or permit a cat to be a public nuisance by:

(1) Scattering garbage or interfering with waste collection services;
(2) Damaging public or private property; or
(3) Chasing persons, vehicles, domestic animals, livestock, poultry or other animals kept on an agricultural property.

5.3 **Prohibitions**

5.3.1 No person may be or become an Owner of any female cat that is actually or apparently over the age of six (6) months or any male cat that is actually or apparently over the age of seven (7) months unless:

(1) The cat has been spayed or neutered, as the case may be, by a veterinarian;
(2) The person holds a valid breeder's permit for an unspayed or unneutered cat as provided for in this By-law; or
(3) The person is not normally resident of the Municipality and, while in the City of Sault Ste. Marie for any temporary period, ensures that his or her cat is not permitted to be running At Large in the City of Sault Ste. Marie.

5.4 **Cat Breeding Permit**

5.4.1 A Cat Breeding Permit shall be issued by the Pound Keeper at the fee set out in Schedule "A" provided that:

(1) The adult cats are registered as purebred with the Canadian Cat Association or Cat Fanciers Association;
(2) The permit holder is responsible for ensuring that the unspayed and/or unneutered cat(s) to which the permit relates are not running At Large in the City of Sault Ste. Marie; and
(3) An approved inspection has been performed by the Society; and
(4) The proposed location of the kennel has received certification from the building inspector confirming zoning compliance.

5.4.2 A Cat Breeding Permit issued under this section will be valid for the current calendar year.

6. **CATS AND DOGS**

6.1 **Running At Large**

6.1.1 No Owner shall cause or permit a dog or cat to be At Large in the City of Sault Ste. Marie.

6.1.2 For the purposes of this By-law, a dog or cat shall be deemed to be running At Large if it is found in any place other than on the premises of its Owner, not on a leash held by any person, not under the control of any person.

6.1.3 A dog is not considered to be At Large if the dog is:

(1) within the confines of an Off-Leash Area; or
(2) on the premises of a person who has consented to the dog being on the person's premises while it is unleashed.

6.1.4 The Owner of a dog shall control a dog by means of a leash that is held or affixed to their person.

6.1.5 For the purposes of article 6.1.4, a dog shall not be deemed to be controlled by a leash if the leash is attached to an immovable object, a motor vehicle or a bicycle.

6.2 **Impoundment**

6.2.1 An Officer may seize any dog or cat that is found running At Large in the City and may cause such Dog or Cat to be delivered to the Pound.

6.2.2 Any person may seize any dog or cat that is found running At Large in the City and shall immediately cause such dog or cat to be delivered to the Pound Keeper, an Officer or, if known, returned to its rightful Owner.

6.2.3 A seized dog or cat seized shall be considered impounded at the time and place when it comes under the control of an Officer or the Pound Keeper. During the redemption period, the Pound Keeper may:

(1) Provide such veterinary care or other care for an injured or ill impounded dog or cat as may be necessary to sustain its life or relieve any distress; and
(2) Inoculate the impounded dog or cat to provide immunization against distemper or any other contagious or infectious disease.

6.2.4 An impounded Dog or Cat shall be held for a period of four (4) days and if not claimed and released to the Owner thereof within such period, such Dog or Cat may then be euthanized or sold by the Pound Keeper as he or she may deem appropriate.

6.3 **Confinement of Female Dogs and Cats in Heat**

6.3.1 The Owner of a female dog or cat that is in heat shall confine such dog or cat to a building or enclosed pen until such heat has ended.

6.4 **Stoop and Scoop**

6.4.1 Every Owner of a dog or cat shall immediately remove any feces left by the animal in any place other than the premises of the Owner and dispose of it in a proper waste receptacle.

6.4.2 Article 6.4.1 does not apply to Owners of a Service Dog while that dog is being used to aid a person with a visual, hearing or other impediment.

7. **GENERAL ANIMALS**

7.1 **Impounded Animals**

7.1.1 The Owner of an animal that has been seized and impounded under this By-law may obtain release of such animal by:

(1) Paying the redemption and administrative fees set by the Board;
(2) Paying any veterinary expenses incurred in relation to the animal while it was impounded;
(3) If the animal being claimed is a dog and is not already registered with the Pound Keeper, registering the dog; and
(4) Taking any other action in relation to the care or control of the dog or cat that the Pound may direct or order.

7.1.2 After the expiration of the redemption period, the Pound Keeper may:

(1) release the animal to its Owner upon compliance with article 7.1.1; or
(2) keep, sell, transfer or euthanize the animal in accordance with the provisions of the *Animals for Research Act,* R.S.O. 1990, c. A,22, as amended.

7.2 **Animals in an Enclosed Space**

7.2.1 No person shall cause an animal to be confined in an enclosed space, including a vehicle, that is not ventilated or otherwise limits the animal's ability to breath, including but not limited to exposure to unsafe temperatures.

7.2.2 No person shall keep an animal in any vehicle, part of a vehicle or trailer attached to a vehicle where doing so causes, or may cause, the animal illness, pain, injury or suffering or to become subject to undue or unnecessary hardship or neglect.

7.2.3 An Officer may use any reasonable means necessary to remove an animal in need of assistance from a vehicle or any enclosed space.

7.3 **Injured or Killed Animals**

7.3.1 A person who, in the course of operating a motor vehicle, injures or kills a Domestic Animal or Livestock shall pull over to the side of the roadway as soon as it is safe to do so and notify the Pound Keeper or Police.

7.3.2 A person who comes into the possession of a Cat or Dog that is injured shall, as soon as possible:

(1) Release or return the animal back to the rightful Owner, if possible; or
(2) Surrender the Dog or Cat to the Pound Keeper or an Officer.

7.3.3 Where, in the opinion of Police, Pound Keeper, or Officer, an animal under this By-law is injured or should be euthanized without delay for humane reasons or for

safety reasons, such person may euthanize the animal as soon after the seizure as he or she thinks fit without permitting any person to reclaim the animal or without offering it by public sale, and no damages or compensation shall be recovered by the Owner.

7.4 **Tormenting Animals**

7.4.1 No person shall torment, assault, batter, annoy, tease or wilfully or recklessly kill or cause injury, pain or suffering to an animal.

7.4.2 Article 7.4.1 of this By-law shall not be interpreted so as to prohibit:

(1) a person who is a bona fide farmer engaged in a normal farming practice pursuant to the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c.1, as amended from time to time and other applicable law; or
(2) a person who is a bona fide hunter actively engaged in hunting in accordance with the *Fish and Wildlife Conservation Act, 1997*, S.O. 1997, c.41, as amended, and other applicable laws.

7.5 **Trapping Animals**

7.5.1 No person shall set out any trap that causes or may cause injury, pain or suffering to a Domestic Animal or Livestock.

7.6 **Livestock**

7.6.1 No person shall keep Livestock in any area of the City unless the area is zoned for that purpose by the City's Zoning By-law 2005-150, as amended, and any successor thereto, or is lawfully used for that purpose.

7.6.2 No person shall cause or permit any Livestock owned or harboured by that person to run At Large in the City. For the purpose of this By-law, Livestock shall be deemed to be running At Large:

(1) when found on any private property other than the premises of the owner of the Livestock or the person harbouring the Livestock without the consent of the person apparently in possession or actually in possession of the property; or
(2) when on any highway or other public place and not under the care, control and supervision of the owner or other person apparently charged with the care or supervision of the Livestock.

7.6.3 Any Livestock which is found running At Large contrary to the provisions of this By-law may be seized and impounded by the Pound Keeper.

7.6.4 Any person who finds any Livestock running At Large shall report same to the Owner, if known, or the Pound Keeper immediately.

7.6.5 The Pound Keeper may euthanize any impounded Livestock without delay if, in the opinion of the Pound Keeper, such action is warranted for humane reasons.

7.6.6 The Owner of any Livestock impounded may obtain release of such Livestock by:

(1) paying the necessary fees to the Pound Keeper; and
(2) taking any other action in relation to the care or control of the Livestock that the Pound Keeper may direct.

7.6.7 The Pound may, in accordance with the *Pounds Act*, R.S.O. 1990, C P.17, as amended;

(1) release the Livestock to its Owner upon compliance with articles 7.6.6 of this By-Law; or,
(2) keep, sell or dispose of the Livestock.

7.6.8 The Owner of any Livestock found running At Large shall be liable for all damages caused by same.

7.6.9 Article 7.6.1 shall not apply to:

(1) premises used by the Society; or,
(2) premises of an accredited veterinary facility under the supervision of a veterinarian licenced pursuant to the *Veterinarians Act*, R.S.O. 1990, c. V.3, as amended.

7.7 **Wild Animals**

7.7.1 No person shall remove Wild Animals from City property unless authorized to do so by law.

7.7.2 No person shall keep, or cause to be kept, a Wild Animal in the City unless they are authorized to do so by law.

7.7.3 No person shall intentionally feed a Wild Animal or leave food or attractants of any type or form out of doors in such a manner as to attract, or be accessible by a Wild Animal or feral or stray Domestic Animal on private or public property.

7.7.4 Article 7.7.3 does not apply to the following situations:

(1) the feeding of song birds on private property;
(2) the leaving of food as bait in a trap by a property Owner to capture a nuisance animal inhabiting or habituating their property pursuant to the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41;
(3) the leaving of food as bait by a licensed trapper, an employee of a licensed wildlife or pest control agency, or an Officer in the performance of their work; and
(4) the leaving of food for a colony of stray or feral cats for the purpose of trapping and turning over to the Pound Keeper.

7.8 **Prohibited Animals**

7.8.1 No person shall keep, either on a temporary or permanent basis, any prohibited animal in the City as described in Schedule “B”.

7.8.2 Any prohibited animal found in the City may be seized and impounded by an Officer or Police.

7.8.3 This section does not apply to prohibit the keeping of a prohibited animal in the following places or circumstances:

(1) An animal display operated by, or on behalf of the Corporation of the City of Sault Ste. Marie, on City-owned property;
(2) On the premises of the Society;
(3) In a veterinary hospital under the care of a licenced veterinarian;
(4) On the premises of a university of community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, c. 22.;
(5) Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada;
(6) On the premises of any television studio where such animals are being kept temporarily for the purpose of a television production; and
(7) Animals kept on the lands municipally known as 1996 and 2016 Third Line West, Sault Ste. Marie, Ontario, PINs 31601-0220 and 31601-0221, under the care and control of Kenneth Frederick Marshall and Helen Dorothy Marshall operating as Spruce Haven.

7.9 **Protective Care**

7.9.1 Animals may be received by an Officer at the request of Police or Fire Services for the purpose of protective care pursuant to an incarceration, fire, medical emergency or for any other situation that the Pound Keeper deems appropriate.

7.9.2 Animals received into protective care shall only be kept on a temporary basis for up to a maximum of three (3) days.

7.9.3 If an animal is in protective care at the end of the three (3) day period and the animal has not been redeemed by the Owner, the Pound Keeper shall deem the animal to be running At Large and will be impounded pursuant to the articles contained in Section 6.2 of this By-Law.

8. **KENNELS**

8.1 **Regulations**

8.1.1 All Kennels shall be registered, and the owner shall pay the registration fee and administrative fee(s) as set out in Schedule “A” and provide to the Pound Keeper the following:

(1) The name, age, gender, breed, colour and sterilization status of all animals kept in the Kennel, if applicable; and
(2) The Canadian Kennel Club registration number; and
(3) Written confirmation from the City’s Building Division in writing that the Kennel complies with the City Zoning By-law 2005-150; and
(4) Any other information deemed necessary by the Pound Keeper for its records.

8.1.2 All Kennel licensees shall abide by the provisions set out in this By-law, including:

(1) providing confirmation from the Building Division in writing that the kennel complies with the City zoning by-law;
(2) an inspection of the premises by the Society within the previous twelve (12) months. Such inspection must approve the promise as to the conditions of operation and quality of care for the dogs;
(3) be a member in good standing of the Canadian Kennel Club and a local club sanctioned by same; and
(4) meet the Kennel Operations Standards set out in Scheduled “C” to this By-law.

8.1.3 Where an Owner or Operator of a Kennel constructs or establishes a kennel after the 30th day of June of any year, the Owner or Operator shall pay one-half of the applicable annual registration fee as set out in Schedule “A”.

8.1.4 No Owner or Operator of a Kennel shall permit more than ten (10) animals, excluding offspring under ten (10) weeks of age, to be kept at the Breeding Kennel.

8.1.5 Notwithstanding Article 8.1.4 of this By-law, a person who lawfully owns or operates a Kennel with more than ten (10) animals on the date of the passing of this By-law shall immediately notify the Pound Keeper and shall be permitted to continue to own or operate the Kennel.

8.1.6 Any Kennel registration may be refused, suspended, or revoked for non-compliance by an Officer if, at the Officer’s discretion, the Kennel does not comply with the provisions of this By-law.

9. **ADMINISTRATION AND ENFORCEMENT**

9.1 **Application and Enforcement**

9.1.1 This by-law shall apply to any and all property within the geographical limits of the City of Sault Ste. Marie.

9.1.2 An Officer may issue a written order or direction requiring that a person comply with the provisions of this By-Law.

9.1.3 An Officer may enter upon any land or structures at any reasonable time for the purposes of carrying out an inspection for purposes of determining whether or not:

(1) the provisions of this By-Law are being complied with; or
(2) an order under this By-Law is being or has been complied with.

9.1.4 Every Owner shall permit an Officer, upon production of identification, to enter the land or structure for the purpose of the inspection pursuant to article 9.1.3.

9.1.5 No person shall refuse to produce any documents or things required by an Officer in the exercise of a power or performance of a duty under this By-Law, and every person shall assist any entry, inspection, examination, or inquiry by an Officer.

9.1.6 No person shall knowingly furnish false information to an Officer.

9.2 **Fees**

9.2.1 The Pound Keeper shall be entitled to recover from the Owner of an impounded animal the cost of inoculating, veterinary care, and any other care provided while the animal was impounded, and pound and redemption fees, if applicable, prior to returning the animal.

9.2.2 Where an animal is not redeemed by the Owner and the Owner is known, they shall be held liable for all fees and expenses incurred as a result of the animal's seizure and impoundment.

9.2.3 Any fee required by or described in this By-law shall be as set out in Schedule "A" to this By-Law with the exception of those fees determined by the Board, as amended from time to time.

9.3 **Offences and Penalties**

9.3.1 Every person who contravenes a provision of this By-Law is guilty of an offence and is liable upon conviction to a penalty in accordance with the provisions of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

9.4 **Validity**

9.4.1 Should a court of competent jurisdiction declare a part or whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforce in accordance with its terms to the extent possible under the law so as to provide a minimum standard for the care and control of animals.

9.4.2 Where a provision of this By-law conflicts with the provision of another By-law, Act, or Regulation in force within the City of Sault Ste. Marie, the provisions that establishes the higher standards for the care and control of animals and the protection of the health and safety of persons shall prevail.

9.5 **By-Laws Repealed**

9.5.1 By-Laws 81-180, 87-125, 98-211, 2000-49, 2003-203, and 2012-213 of the Corporation of the City of Sault Ste. Marie and any amendments made thereto are hereby repealed.

9.6 **Enactment**

9.6.1 This By-law shall come into force and effect on the day that it is passed.

PASSED in open Council this 14th day of May, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

The Corporation of the City of Sault Ste. Marie

Schedule "A" Schedule of Fees

1. DOG REGISTRATION FEES

Classification	Annual Fee
Unsterilized Dog	$50.00
Sterilized Dog	$20.00
Sterilized Dog with Microchip	$10.00
Dangerous Dog	$100.00
Late Registration Surcharge (after March 31st)	$10.00
Replacement Identification Tag	$5.00

2. KENNEL REGISTRATION FEES

Classification	Annual Fee
Kennel Registration	$150.00
Late Registration Surcharge (after March 31st)	$50.00

3. CAT BREEDING PERMIT FEES

Classification	Annual Fee
Cat Breeding Permit	$50.00

4. REDEMPTION, SERVICE AND POUND FEES

Redemption and pound fees and any other costs associated with the enforcement of this By-law shall be set by the Board.

The Corporation of the City of Sault Ste. Marie

Schedule “B” Prohibited Animals

The following animals are prohibited:

All Marsupials (such as Kangaroos and Opossums)

All Non-human Primates (such as Gorillas and Monkeys)

All Felids, except the domestic cat

All Canids, except the domestic dog

All Viverrids (such as Mongooses, Civets and Genets)

All Mustelids (such as Skunks, Weasels, Otters, Badgers) except the domestic Ferret

All Ursids (Bears)

All Artiodactylus Ungulates, except domestic goats, sheep, pigs and cattle

All Procyonids (such as Raccoons, Coatis and Cacomistles)

All Hyenas

All Perissodaetylus Ungulates, except the domestic horse and ass

All Elephants

All Pinnipets (such as Seals, Fur Seals and Walruses)

All Snakes of the Families Pythonidae and Boidae

All Venomous Reptiles

All Ratite Birds (such as Ostriches, Rheas and Cassowaries)

All diurnal and nocturnal Raptors (such as Eagles, Hawks and Owls)

All Edentates (such as Anteaters, Sloths, Armadillos)

All Bats

All Crocodilians (such as Alligators and Crocodiles)

All Venomous Arachnids (such as Scorpions and Tarantulas)

The Corporation of the City of Sault Ste. Marie

Schedule "C" Standards for All Kennels

All kennels operating within the City shall maintain all animals in a clean, secure, and humane manner and every Owner and operator of a kennel shall ensure that the kennel complies with the following standards:

(1) All animals shall be provided with food and water and treated in a humane manner.

(2) The kennel shall be constructed and maintained in accordance with the *Building Code Act*, 1992, S.O. 1992, c. 23 and in such a manner that:

a. Floors and other surfaces may be readily sanitized;
b. Doors, windows, pipes, drains and other openings have no space or spaces capable of harbouring or permitting the entrance of vermin;
c. Exposure to direct sunlight is limited and shall not cause distress to any animal; and
d. All kennels shall be kept in a good state of repair.

(3) Where there are floor drains:

a. A floor drain and any trench installed in connection therewith that is used for waste disposal shall be flushed at such intervals as may be necessary to prevent any accumulation of waste that might impair the health or welfare of any animal in the room;
b. The floor shall be so constructed and maintained in order that surface liquids thereon will drain into the drain; and
c. The operator of the kennel shall cause the drains to be examined as often as is necessary to ensure that they are functioning properly, have an adequate water seal and are not harbouring vermin.

(4) Alleyways and service aisles between cages or pens shall be of sufficient width to permit the safe and efficient movement of Individuals and equipment and shall not be used for storage or accumulation of materials or equipment of any kind.

(5) Every room in a kennel shall be maintained in a clean condition.

(6) The operator of every kennel shall take all reasonable steps to prevent the spread of and to destroy vermin and invertebrates that may be harmful to the health, comfort or welfare of any animal in the kennel.

(7) Every room that is used for the housing of animals within a kennel shall be equipped with a lighting system that is so designed, constructed and maintained in order that:

a. It distributes light as evenly and with as little glare as possible; and
b. It provides adequate light for the proper observation of every animal in the room.

(8) Every room that is used for the housing of animals within a kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period.

(9) Every room that is used for the housing of animals within a kennel shall at all times be adequately ventilated for the health, welfare and comfort of every animal therein.

(10) Every room that is used for the housing of animals within a kennel shall at all times be adequately maintained at a temperature suitable for the health, welfare and comfort of every animal therein.

(11) The operator of a kennel shall ensure that there are, in every day, on the premises on which the kennel is located, an adequate number of individuals competent in the care of animals to properly care for every animal in the kennel.

(12) Every cage or pen used in a kennel for the housing of animals shall be so constructed and maintained that:

a. Every animal in the cage or pen may comfortably:
    i. Extend its legs to their full extent,
    ii. Stand,
    iii. Sit,
    iv. Turn around, and
    v. Lie down in a fully extended position;
b. Is not likely to harm any animal therein;
c. Any animal therein cannot readily escape;
d. It minimizes as nearly as practicable the transfer of pathogenic agents; and
e. It may be readily sanitized.

(13) Where a group of animals in a kennel is housed in a communal cage, pen or animal run, no individual animal shall be placed in the cage, pen or animal run with the group of animals where the placing of the individual animal would result in harm to any of the animals and, where the behaviour of the animals in the cage, pen or animal run is such that harm is likely to result. Any animal whose removal will prevent the harm from occurring shall be removed immediately.

(14) All pens or cages in every kennel shall be maintained such that:

a. Bedding material in every cage or pen shall be changed as often as is necessary to keep it dry, clean and free of noxious fumes;
b. Every animal that is housed in a cage or pen shall be removed from its cage or pen and changed to a freshly sanitized cage or pen as often as is necessary for its health and comfort;
c. No animal shall be placed in a cage or pen that is vacant unless the cage or pen and equipment used in connection therewith have first been sanitized;
d. Where a cage is cleaned or sanitized, the cage rack or portion thereof used in connection with the cage shall be cleaned or sanitized at the same time;
e. Every animal shall be protected against liquid spray while a cage or pen is being cleaned;
f. Every device used to supply drinking water to an animal shall be maintained in a sanitary condition and shall be so constructed and maintained as to ensure:
    i. That the animal is receiving potable water; and
    ii. The device is functioning properly;
g. Every container for food or water shall be maintained in a sanitary condition.

(15) The operator of every kennel shall take or cause to be taken all steps practicable to treat and prevent the spread of any disease found in or on any animal and to prevent distress to the animal.

(16) Every pen used for the housing of animals in any kennel shall be so constructed and maintained as to provide a clean, dry and safe surface adequate to permit the animals to lie down in comfort at all times.

(17) An outdoor animal run in a kennel may be used to provide animals in the kennel with exercise subject to the following conditions:

a. No animal shall be removed from indoor housing and placed in the outdoor animal run or removed from the outdoor animal run and placed in the indoor housing where to do so would result in the change in environment likely to cause harm to the animal;
b. The surface on which the animal run is established shall be so maintained as to rapidly drain all excess surface water;
c. The animal run shall be so fenced as to prevent any animal from escaping;
d. The animal run shall be kept in a clean condition free from any materials or equipment likely to cause harm to an animal;
e. Every animal in the animal run shall have access to individual shelters that are:
    i. Readily accessible to the animal;
    ii. Large enough to comfortably accommodate the animal;

iii. Constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation and wind; and,
iv. Dry and well drained.

(18) All surfaces of yards and runways shall be covered in concrete or other nonporous materials or any other equivalent material.

(19) Subject to the *Dead Animal Disposal Act*, R.S.O. 1990, c. D.3 (the "*DADA*"), as amended, in any kennel, the carcass of an animal shall be:
a. removed immediately from the cage or pen; and
b. except for the whole or a part of the carcass that is retained in a sanitary manner for research, disposed of immediately.

(20) Where the carcass of an animal is disposed of and the dead animal is not a "dead animal" as defined in the *DADA,* as amended, the carcass shall be disposed of by:
a. Burying it with a covering of at least two (2) feet of earth;
b. Incineration; or
c. Delivery to a rendering plant that is:
i. Licensed under the *DADA;* or
ii. Approved under the Meat Inspection Act (Canada) in a vehicle constructed and equipped in accordance with the *DADA.*

(21) A whelping facility or area shall be separate from any individual or group kennel enclosures housing other kennel animals, thereby providing the whelping animal with privacy.

(22) Wire floors shall not be permitted in any kennel housing animals. If wire floors must be used, a solid floored sleeping area must be provided and every animal or pup must be given an opportunity to exercise on a larger solid floored area at least three (3) times daily.

The Corporation of the City of Sault Ste. Marie

Schedule "D" Part 1 Provincial Offences and Set Fines

	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Failing to provide an Animal with adequate/appropriate care.	3.1.1(2)	$250.00
2	Failing to provide an Animal with adequate/appropriate food.	3.1.1(2)	$250.00
3	Failing to provide an Animal with adequate/appropriate water	3.1.1(2)	$250.00
4	Failing to provide an Animal with adequate/appropriate shelter	3.1.1 (2)	$250.00
5	Failing to provide an Animal with veterinary medical care	3.1.1(2)	$400.00
6	Failing to provide an Animal opportunity for sufficient physical activity	3.1.1(3)	$250.00
7	Failing to provide an Animal with shelter elevated above the earth	3.1.2(1)	$100.00
8	Failing to provide an Animal with shelter facing away from the prevailing wind	3.1.2(1)	$100.00
9	Failing to provide an Animal with separate area for defecation and urination	3.1.2(2)	$100.00
10	Failing to provide an Animal with sufficient shade	3.1.2(3)	$200.00
11	Failing to provide an Animal with an area dry and free from standing water	3.1.2(4)	$150.00
12	Improper Tethering of an Animal - tether less than four (4) metres	3.2.1(1)	$150.00
13	Improper Tethering of an Animal - failing to give Animal unrestricted/unobstructed movement within range of tether	3.2.1(2)	$150.00

14	Improper Tethering of an Animal - no access to food and/or water and/or shelter and/or shade	3.2.1(3)	$250.00
15	Improper Tethering of an Animal - Tether causing pain or distress	3.2.2	$150.00
16	Improper Tethering of a cat – left outside unsupervised	3.2.3	$150.00
17	Keeping an Animal in unsanitary conditions	3.3.1	$250.00
18	Failing to register a dog	4.1.1(1)	$100.00
19	Failing to renew a dog registration	4.1.1(3)	$100.00
20	Failing to display a dog identification tag on collar affixed to dog	4.2.1	$50.00
21	Failing to obtain a replacement dog identification tag	4.2.1	$50.00
22	Removed identification from dog	4.2.4	$100.00
23	Permitting a dog to bite and/or attack and/or chase a person	4.3.1	$250.00
24	Permitting a dog to bite and/or attack and/or chase a domestic animal	4.3.1	$250.00
25	Permitting a dog to damage public and/or private property	4.3.1	$250.00
26	Failing to comply with a Dangerous Dog notice	4.4.1	$400.00
27	Failing to muzzle a dangerous dog on Owner`s premises	4.4.2(1)	$300.00
28	Failing to securely tether a dangerous dog	4.4.2(2)	$400.00
29	Failing to securely confine a dangerous dog with an appropriate fence or enclosure	4.4.2(3)	$400.00
30	Failing to display Dangerous Dog warning sign	4.4.2(4)	$200.00
31	Using a leash of more than two (2) metres on a dangerous dog	4.4.3(1)	$400.00
32	Failing to muzzle a dangerous dog	4.4.3(2)	$400.00
33	Failing to notify Pound Keeper of change in dog’s address and/or Ownership	4.4.4(1)	$300.00
34	Failing to notify Pound Keeper of dangerous dog running At Large and/or attacking a person and/or biting	4.4.4(2)	$400.00

	a person		
35	Failing to notify Pound Keeper of dangerous dog attacking an animal and/or biting an animal	4.4.4(2)	$400.00
36	Permitting a dog to persistently bark and/or howl	4.6.1(1)	$150.00
37	Permitting a dog to scatter garbage and/or interfere with waste collection services	4.6.1(2)	$150.00
38	Permitting a dog to persistently bark at or chase persons, and/or vehicles, and/or domestic animals and/or livestock and/or poultry	4.6.1(3)	$150.00
39	Permitting an aggressive and/or dog under Dangerous Dog notice in Strathclair Dog Park	4.7.3	$250.00
40	Failing to provide a cat with proper identification	5.1.1	$100.00
41	Permitting a cat to be a public nuisance	5.2.1	$150.00
42	Owning an unspayed or unneutered cat over the age of six or seven months, respectively	5.3.1	$150.00
43	Permitting a dog or cat to run At Large	6.1.1	$150.00
44	Failing to properly control a dog on a leash	6.1.4	$100.00
45	Failing to turn over a found cat or dog to the pound	6.2.2	$200.00
46	Failing to turn over a found cat or dog to the Owner	6.2.2	$200.00
47	Failing to confine a dog or cat that is in heat	6.3.1	$150.00
48	Failing to immediately remove cat or dog feces	6.4.1	$100.00
49	Failing to dispose of cat or dog feces in a proper waste receptacle	6.4.1	$100.00
50	Keeping an animal in enclosed space or car without adequate ventilation	7.2.1	$300.00
51	Improper transportation of Animal - causing and/or permit illness and /or pain and/or injury and/or suffering or undue or unnecessary distress and/or hardship and/or privation and/or neglect to an Animal while in vehicle or trailer.	7.2.2	$250.00
52	Failing to notify the Pound Keeper of injuring an animal while operating a motor vehicle	7.3.1	$250.00

53	Failing to turn over an injured animal to the Owner	7.3.2(1)	$300.00
54	Failing to turn over an injured animal to an Officer or the Pound Keeper	7.3.2(2)	$300.00
55	Annoying an animal and/or assaulting an animal and/or battering an animal and/or tormenting an animal or wilfully and recklessly kill and/or causing injury to and/or causing pain to and /or cause suffering to an animal	7.4.1	$500.00
56	Trapping an animal when the animal is not causing a nuisance and/or damaging property	7.5.1	$150.00
57	Keeping livestock in area not zoned to permit the keeping of livestock	7.6.1	$250.00
58	Permitting livestock to run At Large	7.6.2	$300.00
59	Failing to turn over found livestock to its Owner	7.6.4	$200.00
60	Failing to turn over found livestock to an Officer or the Pound	7.6.4	$200.00
61	Did remove a wild animal from public lands in the City where unauthorized to do so	7.7.1	$150.00
62	Did keep and/or cause to be kept a wild animal	7.7.2	$150.00
63	Did feed a wild animal and/or leave food or attractant out of doors	7.7.3	$200.00
64	Keeping a prohibited animal	7.8.1	$300.00
65	Failing to pay Kennel registration fee	8.1.1	$200.00
66	Failing to construct and/or establish and/or maintain and/or operate a Kennel in compliance with the By-Law	8.1.2	$250.00
67	Failing to comply with Kennel Operations Standards	8.1.2(4)	$200.00
68	Breeding Kennel keeping more than ten (10) dogs	8.1.4	$250.00
69	Failing to permit an Officer to inspect premises	9.1.4	$250.00
70	Obstructing an Officer in the execution of his/her duties	9.1.5	$300.00
71	Furnish false information to an Officer	9.1.6	$300.00

The Corporation of the City of Sault Ste. Marie

Schedule “E” Off-Leash Areas

The following properties are “Off-Leash Areas” for the purposes of this By-law:

(1) Strathclair Dog Park

The Corporation of the City of Sault Ste. Marie

Schedule "F" Circus Prohibited

The purpose of Schedule "F" is to prohibit Circuses with Animals from operating within the City of Sault Ste. Marie.

1. DEFINITIONS

For the purposes of Schedule "F" of this by-law,

"Animal" means any member of the animal kingdom, other than a human;

"Circus" means a traveling company which includes any combination of acrobats, Animals, clowns, entertainers, that give performances in a series of different places for the amusement or entertainment of an audience;

2. PROHIBITION

No person within the City of Sault Ste. Marie shall operate or carry on a Circus in which an Animal is required to perform for the amusement or entertainment of an audience.

3. EXCEPTIONS

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

a. An Equestrian Show;
b. A Dog Show;
c. A Domestic Cat Show;
d. An Aquarium Display;
e. Horseracing;
f. Sled Dog Racing;
g. A Pet Store or Pet Shop;
h. A municipally registered Kennel;
i. A breeding facility, which holds a valid municipal Breeding Permit;
j. A veterinary hospital under the care of a licensed veterinarian;
k. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
l. Animals kept on the premises of any television studio where such animals are being kept temporarily for the purpose of a television production.

The Corporation of the City of Sault Ste. Marie

Schedule "G" Zoos Prohibited

The purpose of Schedule "G" is to prohibit Zoos from operating within the City of Sault Ste. Marie.

1. DEFINITIONS

For the purposes of Schedule "G" of this by-law,

"Animal" means any member of the animal kingdom, other than a human;

"Zoo" means an establishment that maintains a permanent collection of live animals kept in cages or large enclosures for any purpose, including but not limited to display to the public.

2. PROHIBITION

No person within the City of Sault Ste. Marie shall operate or carry on a Zoo.

3. EXCEPTIONS

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

a. Animals kept on the premises of the Society;
b. Animals kept in a Pet Store or Pet Shop;
c. Livestock kept in an area of the City zoned for agricultural purposes;
d. An Aquarium or Insect Display;
e. A municipally registered Kennel;
f. A breeding facility, which holds a valid municipal Breeding Permit;
g. A veterinary hospital under the care of a licensed veterinarian;
h. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
i. Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada; and
j. Animals kept on the lands municipally known as 1996 and 2016 Third Line West, Sault Ste. Marie, Ontario, PINs 31601-0220 and 31601-0221, under the care and control of Kenneth Frederick Marshall and Helen Dorothy Marshall operating as Spruce Haven.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-77

AGREEMENT: (C2.7) A by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2018 to March 31, 2021.

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 the Electrical Safety Authority, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Continuous Safety Services Program for the three year term of April 1, 2018 to March 31, 2021.

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 14th day of May , 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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Electrical Safety Authority

Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

(1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
(2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
(3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf

The scope of work covered by the CSS program is explained at http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412_CSS_Scope_of_Work.pdf

Applicant / Billing Information

Company (Legal) Name: CITY OF SAULT STE MARIE City: SAULT STE MARIE
Address: 99 FOSTER DR, PO BOX 580 PO Box: _____ Postal: P6A 5N1
Contact Person: ORSALINA NACCARATO Title: ADMIN ASSISTANT TO THE CITY SOLICITOR
Phone: 705-759-5401 Fax: _____ Email: o.naccarato@cityssm.on.ca

The inspector should contact the following person to arrange for the inspections:
Name: ALDO IACOE Phone: 705-759-5367 Email: a.iacoe@cityssm.on.ca

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

Signature: PER: _____ Date: _____
MAYOR-CHRISTIAN PROVENZANO

PER: _____
CITY CLERK - MALCOM WHITE

Schedule A – Fee Schedule

The Applicant agrees to pay the following fee to ESA for the period as specified:

$31,462.59 plus HST paid annually for the period beginning **April 1, 2018** and ending **March 31, 2021**, to be invoiced **Quarterly in Advance**.

Year 1 $31,462.59 plus HST for period April 1 2018 to March 31 2019
Year 2 $31,462.59 plus HST for period April 1 2019 to March 31 2020
Year 3 $31,462.59 plus HST for period April 1 2020 to March 31 2021

At the end of the term as specified above, the annual fee will increase based on the Ontario Consumer Price Index (CPI) from Statistics Canada, Table 326-0020.

Schedule B – Facilities The following facilities are covered by the CSS Program:

36	155483	CITY SSM TRAFFIC LGHT VARIOUS LOCAT	99 FOSTER DR	SAULT STE MARIE					3
37	155551	FRONTENAC PUMP STATION	665 FRONTENAC ST	SAULT STE MARIE					1
38	155552	BUS DEPOT	160 QUEEN ST E	SAULT STE MARIE					2
39	155554	ESPOSITO PARK RINK AND CHANGEHOUSE	36 124 QUEEN ST W	SAULT STE MARIE					2
40	155558	MILLWOOD PUMP STATION	19 MILLWOOD	SAULT STE MARIE					1
41	155560	LANDFILL SITE OFFICE SCALE GARAGE	402 5 LINE E	SAULT STE MARIE					2
42	155561	CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE					4
43	156211	PARKING LOTS CITY SSM VARIOUS LOCAT	99 FOSTER DR	SAULT STE MARIE					1
44	156378	CEMETERIES OFFICE CHAPEL STORAGE	27 FOURTH LINE E	SAULT STE MARIE					1
45	163190	CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE					4
46	174457	FARMERS MARKET	35 CANAL DR	SAULT STE MARIE					1
47	174465	LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE					2
48	174466	SERVICE BLDG AND TENT STRUCT BONDAR	65 FOSTER DRIVE	SAULT STE MARIE					2
49	174467	PINE ST MARINA FUEL PUMPS & SERV B	20 PINE STREET	SAULT STE MARIE					2
50	174468	PINE ST MARINA DOCKS	20 PINE STREET	SAULT STE MARIE					1
51	174470	BANDSHELL CANTEEN AND WASHROOMS	1301 QUEEN ST E	SAULT STE MARIE					2
52	174471	MAUSOLEUM AND ROTUNDA HOLY SEP CEME	28 FOURTH LN E	SAULT STE MARIE					1
53	174472	EQUIPMENT GARAGE FUEL PUMPS 3 STORA	1504 PEOPLES RD	SAULT STE MARIE					2
54	174473	NORTH ST FIELD GRANDSTANDS & CHANGE	427 453 NORTH ST	SAULT STE MARIE					2
55	174474	OFFICE REC STORAGE	316 ELIZABETH ST	SAULT STE MARIE					2

Schedule B – Facilities The following facilities are covered by the CSS Program:

56	174476	OFFICE BUILDING ON ALBERT ST	540 ALBERT ST E	SAULT STE MARIE					2
57	174478	FIREHALL 4 EMS STORAGE & REPAIR GAR	65 OLD GARDEN RIVER RD	SAULT STE MARIE					2
58	174481	BOARD WALK LIGHTING AND DIST	ST MARYS RIVER DRIVE	SAULT STE MARIE					1
59	174559	UPPER LAKE ST UNDERGROUND PUMPING	UPPER LAKE ST	SAULT STE MARIE					1
60	174568	MERRIFIELD RINK AND CHANGEHOUSE	331 PATRICK ST	SAULT STE MARIE					1
61	174571	QUEEN ELIZABETH PARK AND BUILDINGS	280 ELIZABETH	SAULT STE MARIE					2
62	174572	STRATHCLAIR PARK AND BUILDINGS	1064 1198 2 LINE E	SAULT STE MARIE					2
63	195492	WELCOME SIGN SSM N	HWY 17 N AT CITY LIMITS	SAULT STE MARIE					1
64	195493	NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE					2
65	195494	5 LINE LANDFILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE					1
66	195495	OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE					1
67	200695	HOUSEHOLD HAZARDOUS WASTE DEPOT	402 5 LINE E	SAULT STE MARIE					2

Electrical Safety Authority

Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

1 ESA will conduct an initial facility review.

2 ESA will occasionally conduct facility reviews during scheduled visits.

3 ESA will provide access to use the on-line logbook system (CSSL).

4 ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 67 Total # of Visits: 102

BY-LAW NUMBER 2018-84

- of -

THE CORPORATION OF THE CITY OF SAULT STE MARIE

To Adopt Optional Tools for the Purposes of Administering Limits for the Commercial, Industrial and Multi-Residential Property Classes.

WHEREAS the Corporation of The City of Sault Ste Marie (hereinafter referred to as "The Municipality") may, in accordance with section 329.1 of the Municipal Act, 2001, S.O. 2001, c.25 as amended (hereinafter referred to as "The Act"), and Ontario Regulation 73/03, as made and amended under the Act, modify the provisions and limits set out in part IX The Act, with respect to the calculation of taxes for municipal and school purposes payable in respect of property in the Commercial, Industrial and Multi-Residential property classes;

AND WHEREAS this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of the Act applies;

AND WHEREAS for the purpose of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be considered to be a single property class;

AND WHEREAS "uncapped taxes" means, the taxes for the municipal and school purposes that shall be levied for the taxation year but for the application of Part IX of the Act;

AND WHEREAS "capped taxes" means, the taxes for the municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of the Act;

AND WHEREAS Section 8.2 of Ontario Regulation 73/03 as amended provides that a municipality may pass a by-law providing that Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), does not apply to any property in the commercial classes, to any property in the industrial classes, or to any property in the multi-residential property class if, in the previous taxation year in the municipality, the taxes for each property in the commercial classes, industrial classes or multi-residential property class, as the case may be, were equal to the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year for the property, and A by-law under this section applies to the taxation year in which it is passed and to subsequent taxation years;

AND WHEREAS municipalities may pass a by-law to limit capping protection to only reassessment related changes prior to 2018 and exclude 2018 changes from the application of Part IX of the Act;

AND WHEREAS the Council may pass a by-law to apply any one or any combination of the following options:

i. Increase the annual cap to a maximum of 10% of last year's capped taxes; and/or
ii. Set an upper limit on annual increases at the greater of the amount calculated under (i) and up to 10% of the previous year's annualized CVA tax; and/or
iii. Up to a maximum $500 threshold may be set for increasing properties, decreasing properties or both; and/or
iv. Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year;
v. Exempt properties from the capping calculation where the previous year's capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes, or vise-versa; and

vi. Remove classes from the application of Part IX of the Act where all properties within a class were taxed at the uncapped tax level last year.

AND WHEREAS the Council has reviewed the provisions of subsection 329.1 of the Act and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE MARIE HEREBY ENACTS as follows:

1. **THAT** paragraphs 1, 2, and 3, of subsection 329.1 (1) of the Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2018.

2. **THAT**

   a) In determining the amount of taxes for municipal and school purposes for the year under subsection 329 (1) and the amount of the tenant's cap under subsection 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of subsection 329 (1), and the increasing amount under paragraph 2 of subsection 332 (5),

      i. The percentage set out in Subsection 329 (1) paragraph 2 and in subsection 332 (5) paragraph 2 shall be ten per cent (10%) for Multi-Residential and five percent (5%) for Commercial and Industrial, and
      ii. The amount of the taxes uncapped for the previous year multiplied by five per cent (5%) for Multi-Residential and Commercial and zero per cent (0%) for Industrial

   b) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 329, as modified under section 329.1 of the Act and this by-law by five hundred dollars ($500.00) or less for Multi-Residential and by two hundred and fifty dollars ($250) or less for Commercial and Industrial;

   c) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under section 330, as modified under section 329.1 of the Act and this by-law exceed the uncapped taxes by five hundred ($500.00) or less for Multi-Residential and by two hundred and fifty dollars ($250) or less for Commercial and Industrial.

3. **THAT** paragraphs 1, 2, and 3, of subsection 8.0.2 (2) of Ontario Regulation 73/03 shall apply to the Commercial, Industrial and Multi-Residential property classes for 2018;

4. **THAT** Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), does not now and shall no longer apply to the Multi-Residential Property Class or the Commercial Property Class.

5. **THAT** Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes) does not now and hereafter does not apply to valuation changes for any property in the Commercial

or Multi-Residential classes that could be subject to capping as a result of the increase or decrease in value effective January 1, 2017 for 2018 taxation.

6. **THAT** properties in the Commercial and Multi-Residential Classes that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of the Act for the 2018 taxation year;

   i. The capped taxes for the property in the previous year were equal to its uncapped taxes for that year;
   ii. The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied;
   iii. The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.

7. **THAT** By-laws 2008-93, 2012-89, and 2013-66 are hereby repealed.

8. **THAT** this by-law shall be effective as of January 1, 2018.

PASSED in open Council this 14th day of May, 2018

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-92

PROPERTY SALE: (PR1.102) A by-law to authorize the sale of surplus property being a vacant strip of land adjacent to civic addresses 19 and 23 Highland Court, legally described in PIN 31562-0096 (LT) to Carrie Cerenzie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

   The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

   The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Carrie Cerenzie or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

   The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

_____

MAYOR - CHRISTIAN PROVENZANO

_____

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2018-92

PURCHASER: CARRIE CERENZIE

ADDRESS: N/A

LEGAL DESCRIPTION: PIN 31562-0096 (LT)
BLK J PL H669; SAULT STE. MARIE

CONSIDERATION: THREE THOUSAND AND NINETEEN ($3019.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-93

PROPERTY SALE: (PR1.92) A by-law to authorize the sale of surplus property being civic 33 Wilks Street, legally described in PIN 31611-0135 (LT) to Robert Dumanski.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Robert Dumanski or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

_____

MAYOR - CHRISTIAN PROVENZANO

_____

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2018-93

PURCHASER: ROBERT DUMANSKI

ADDRESS: 33 WILKS STREET
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31611-0135 (LT)
LT 16 PL H452 KORAH; SAULT STE. MAIRE

CONSIDERATION: TWELVE THOUSAND SIX HUNDRED ($12,600.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-94

AGREEMENT: (AG69) A by-law to authorize the execution of the Agreement between the City and Sault Area Hospital to occupy City Property located at 65 Old Garden River Road.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 14, 2018 between the City and Sault Area Hospital, a copy of which is attached as Schedule “A” hereto. This Agreement is to occupy City Property located at 65 Old Garden River Road.

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 14th day of May, 2018

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj

Schedule “A”

LEASE AGREEMENT

THIS AGREEMENT made in duplicate this 14th day of May, 2018

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the “Landlord”)

-and-

SAULT AREA HOSPITAL

(hereinafter called the “Tenant”)

Re: 65 Old Garden River Road, Sault Ste. Marie, Ontario

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THIS LEASE made in duplicate as of this 14th day of May, 2018

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Landlord")

-and-

SAULT AREA HOSPITAL

(hereinafter called the "Tenant")

SUMMARY

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Lease. Any conflict of inconsistency between these provisions and the provisions contained elsewhere in this Lease will be resolved in favour of the provisions contained elsewhere in this Lease:

a)	**Address of Premises:**	65 Old Garden River Road, Sault Ste. Marie, Ontario, as shown on the Site Plan attached hereto as Schedule "A".
b)	**Size of Premises:**	3,961 square feet
	Fixed Annual Rent:	$114, 892.00 (calculated at $19.00/sq. ft. on the 3,961 sq. ft., plus the average monthly utility and maintenance costs) plus H.S.T. for the first year of the initial term, payable monthly, and thereafter subject to annual increases based on the previous calendar year of CPI Ontario All Items.
c)	**Term:**	Five (5) years
d)	**Renewal Options:**	On mutual agreement for a further term as agreed to by the parties.
e)	**Commencement Date:**	May 1, 2018
f)	**Address of Landlord:**	c/o Peter Johnson, Fire Chief 72 Tancred Street Sault Ste. Marie, Ontario P6A 2W1 Telephone Number: 705-949-3335 Fax Number: 705-949-2341
	With rent cheques payable to:	The Corporation of the City of Sault Ste. Marie
g)	**Address of Tenant:**	c/o Max Liedke Sault Area Hospital 750 Great Northern Road Sault Ste. Marie, Ontario P6B 0A8 Telephone Number: 705-759-3434 Fax Number: 705-759-3640

THE PARTIES AGREE AS FOLLOWS:

1. LEASED PREMISES

In consideration of the rents reserved and the covenants and agreements herein, the Landlord leases to the Tenant the Premises, as shown on Schedule "B" attached hereto (the "Premises") at 65 Old Garden River Road, Sault Ste. Marie, Ontario.

2. TERM OF LEASE

The Term of this Lease shall commence on May 1, 2018 and shall be for a period of five (5) years, terminating April 30, 2023 with the option to extend as contained herein.

3. RENT

3.1 When Payable The Tenant agrees to pay to the Landlord Rent during the Term of this Lease the amounts as designated below, payable monthly.

3.2 Fixed Annual Rent Fixed Annual Rent shall be equal to $111,834.82 (calculated at $19.00/sq. ft. on the 3,961 sq. ft., plus the average monthly utility and maintenance costs) plus H.S.T annually.

3.3 Rental Rent shall be fixed for the first Term at the Fixed Annual Rent, and then shall be increased annually in accordance with the Consumer Protection Index Ontario "All Items" of the previous calendar year, to be determined by the Landlord. The Tenant shall be provided notice of this amount by February 15th of each year. All Rental amounts are subject to H.S.T.

3.4 Termination of Lease In the event that this Lease Agreement is terminated by either Party hereto and the termination date is not the last day of any month, the Rent payable for that month shall be pro-rated.

4. TENANT'S EXCLUSIVE AREA

The Landlord and the Tenant agree that the Tenant has access to the shared space (the training room and the lockers-washrooms). The area exclusively leased to the Tenant, as shown in Schedule B and outlined in red, is 3, 961 square feet. This area includes fourteen (14) lockers, one (1) washroom, and one (1) lunch area for the exclusive use of the Tenant. The Tenant also has access to an additional ten (10) lockers located in the shared space, five (5) of which shall be located in the women's space and the remaining five (5) located in the men's space, as shown in Schedule B and outlined in green.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

5.1 Rent To pay Rent in accordance with the provisions of this Lease.

5.2 Business Taxes To indemnify the Landlord against payment of all loss, costs, charges and expenses occasioned by, or arising from all taxes, rates, duties, assessments, licence fees, and all taxes which may in future be levied in lieu of the taxes; all of the payments to be made by the Tenant to the Landlord, and all loss, costs, charges and expenses suffered by the Landlord in connection therewith may be collected by the Landlord as rent with all rights of distress and otherwise reserved to the Landlord in respect of rent in arrears, upon written request of the Landlord to deliver to it for inspection receipts for payment of all taxes, rates,

duties, assessments, and other charges in respect of all improvements, equipment and facilities of the Tenant in the Premises; to furnish to the Landlord on request evidence satisfactory to the Landlord of payments for the preceding year.

5.3 Permitted Use To use the Premises as a Central Ambulance Communication Centre for the provision of call taking and dispatching of Emergency Medical Services for the District of Algoma and the municipality of Chapleau, and all other uses ancillary thereto only, in accordance with all laws, regulations, by laws, policies or procedures of any Authority.

5.4 Rules and Regulations To ensure that the Tenant and its employees and all persons visiting or doing business with on the Premises are bound by and shall observe all rules and regulations herein and all other reasonable rules and regulations that are not inconsistent with the terms of this Lease made hereafter by the Landlord of which notice in writing are given to the Tenant and all rules and regulations are deemed to be incorporated into and form part of this Lease.

5.5 Repair Subject to the Landlord's obligations to repair pursuant to the other provisions of the within Lease, to repair the Premises, reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the Landlord is insured, or cause by the Landord's negligence, only excepted; to Permit the Landlord to enter and view the state of repair at reasonable times and upon reasonable notice to the Tenant; to repair according to notice in writing and to leave the Premises in good repair.

5.6 Repairs Where Tenant at Fault If the Building, including the Premises, the elevators, boilers, engines, pipes and other apparatus used for the purpose of heating or air-conditioning or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment or the roof or outside walls needs repairing or become damaged through negligence, carelessness or misuse by the Tenant, its servants, agents, employees or anyone permitted by it to be on the Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid forthwith on demand. Except through the negligence, carelessness or misuse by the Tenant, its servants, agents, employees, or anyone permitted by it to be on the Premises, all such repairs shall be the responsibility of the Landlord.

5.7 Notice of Defect To give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the mechanical and electrical services, or any other system or part of the Premises which the Landlord is obligated to repair.

5.8 Assign or Sublet To not assign or sublet without leave of the Landlord, which leave may not be unreasonably withheld.

5.9 Not to Affect Insurance To not do or omit or permit to be done or omitted upon the Premises anything which causes the rate of insurance for the Building to be increased and if the rate of insurance for the Building is be increased by reason of anything done or omitted or permitted to be done or omitted by the Tenant or anyone permitted by the Tenant to be upon the Premises, the Tenant shall pay to the Landlord the amount of such increase.

5.10 Tenant's Compliance with Laws To comply with all provisions of law including federal and provincial legislative enactments, building by-laws, and all other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Premises, and to the making of repairs, replacements, alterations, additions, changes, substitutions or improvements to the Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by fire insurance underwriters, and to obey all

governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises;

5.11 Services and Facilities

a) **Waste** - To not do or permit any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit any overloading of the floors thereof, and to not place therein any safe, heavy business machine or other heavy thing, without first obtaining the consent in writing of the Landlord.

b) **Keep Tidy** - To leave the Premises in a reasonably tidy state at the end of each business day to facilitate the Landlord's cleaning services hereinafter referred to.

c) **Signage -** The Tenant is not to erect signage without the consent of the Landlord.

d) **Interior Cosmetics** – The Tenant is not to undertake cosmetic changes to the interior of the Premises, without consent of the Landlord, which consent shall not be unreasonably withheld.

e) **Exterior Cosmetics** – The Tenant is not to undertake cosmetic changes to the exterior of the Premises, including landscaping, without consent of the Landlord. If cosmetic changes to the exterior of the Premises are undertaken during any term of this Lease, the Tenant shall return the exterior to its original state or to a state that is agreeable to the Landlord at the Tenant's sole liability and expense.

f) **Glass** - To pay the cost of replacement with as good quality and size of any glass broken on the Premises during this lease, unless the breakage is not the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

5.12 Nuisance

To not use or permit the use of any part of the Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Premises. The Landlord acknowledges and agrees that the permitted use does not contravene this section.

5.13 Tenant's Indemnity

To indemnify the Landlord against any claims, including all claims for personal injury or property damage, arising out of the negligence associated with the conduct of work by or through any act or omission of the Tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred from any claim or any action or proceeding brought thereon, on the demised premises.

5.14 Insurance

To carry Broad Form Commercial Property insurance including commercial contents of every description on a replacement cost basis including coverage for all glass and plate glass in the Premises, whether installed by the Landlord or the Tenant, boilers and pressure vessels, and leasehold improvements. The Tenant shall also carry Commercial General Liability insurance in an amount not less than $5,000,000 (five million), and Tenant's Legal Liability insurance to the replacement cost of the Premises occupied by the Tenant, and with policies and insurers acceptable to the Landlord.

Each policy will name the Landlord as an additional insured as its interest may appear. Each policy, with the exception of the comprehensive liability insurance, will provide that the insurer will not have any right of subrogation against the Landlord on account of any loss or damage covered by such insurance or on

account of payments made to discharge claims against or liabilities of the Landlord or Tenant covered by such insurance.

The cost or premium for each and every such policy will be paid by the Tenant. The Tenant will obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof or any material change therein. The Tenant will provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this clause.

5.15 Entry by Landlord

To permit the Landlord or its servants or agents to enter the Premises at all reasonable and upon reasonable notice to the Tenant, except:

a) in the event of an emergency from time to time for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; and
b) where the purpose of the Landlord or its servant's entry is to access its own property, including without limitation stored documents or archives, in which case reasonable notice shall not be required by the Tenant.

The Landlord, its servants or agents may at any time after written notice to Tenant enter upon the Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance on the Building or any part thereof.

The Landlord, its employees, agents and servants shall, when entering the Premises for any reason, uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.

5.16 Showing Premises

To permit the Landlord or its agents to show the Premises to prospective Tenants during normal business hours of the last six (6) months of the Term upon giving 24 hours' notice.

5.17 Alterations

To not make or erect in the Premises any installations, alterations, additions or partitions without submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, and further to obtain the Landlord's prior written consent to any change in the drawings and specifications submitted as aforesaid.

Approved work may be performed by contractors engaged by the Tenant, subject to all reasonable conditions which the Landlord may impose; provided nevertheless that the Landlord may at its option require that the Landlord's contractors be engaged for any mechanical or electrical work;

Any work performed by or for the Tenant shall be performed by competent workmen the Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or Tenant's contractors the cost of all the work and of all materials, labour and services involved therein and of all decorations and all changes in the Building, its equipment or services, necessitated thereby;

5.18 Construction Liens

To not permit during the Term hereof any construction liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to the Premises or to the building, and that whenever any lien attaches or claim therefore is filed, within twenty (20) days after the Tenant has notice of the claim for lien to procure the discharge thereof by payment or

by giving security or in such a manner as is or may be required or permitted by law.

5.19 Warranty The Tenant represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

6. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

6.1 Quiet Enjoyment That provided the Tenant pays the rent hereby reserved when due and performs the Tenant's responsibilities herein, it shall peaceably hold the Premises during the Term of this lease without interruption by the Landlord or any person rightfully claiming through or in trust for it.

6.2 Services and Facilities To provide and operate the following services and facilities for the Premises as expressed below, at the Landlord's expense, and maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the term:

a) **Structure and glass** – To keep in good repair and condition the foundations, outer walls, roof, spouts and gutters of the building, and the plumbing sewage and electrical systems therein except to the extent that they are located on the Premises or occupied by other lessees of the building, and to promptly replace plate glass and other glazing materials for the Building in case of breakage unless the breakage is the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

b) **Utility Systems** - To cover the cost of usage of utility systems including water and electricity.

c) **Heating and Air-Conditioning** - To provide heating equipment of the Premises to an extent sufficient to maintain a reasonable temperature therein at all times, except during the making of repairs; but should the Landlord make default in doing so, for reasons beyond the Landlord's control it is not liable for indirect or consequential damages or damages for personal discomfort or illness; unless such default is due to the negligence of Landlord.

To provide air-conditioning for the Premises, for which purpose the Landlord has installed in the building a system for ventilating and air-conditioning in summer and ventilating and heating in winter, which is designed for normal occupancy of the Premises for office purposes on the basis of the window shading being fully closed in those offices having exterior windows exposed to the sun.

Any use of the Premises not in accordance with the present installations, or partitioning arrangement which interferes with the normal operation of the heating and air-ventilating system, may require changes or alterations in the system or the ducts through which it operates. Any changes or alterations so occasioned, if the changes can be accommodated by the Landlord's equipment, shall be made by the Tenant at its cost and expense, but only with the written consent of the Landlord obtained first, and in accordance with drawings and

specifications, and by a contractor, approved first in writing by the Landlord, and such approval shall not be unreasonably withheld.

The Landlord reserves the right, should heating or air-conditioning equipment develop faults or in the opinion of the Landlord require repairs, alterations or improvements to terminate the supply of heating or air-conditioning to the Premises until any necessary repairs, alterations or improvements have been completed. The Landlord undertakes no responsibility or liability for failure to supply the heating or air-conditioning service when stopped or when prevented from doing so by strikes or by any cause beyond the Landlord's reasonable control, or by orders or regulations of any authority or failure of electric current, steam, or water or other suitable power supply or inability upon the exercise of reasonable diligence to obtain such electric current, steam, or water or other suitable power supply for the operation of the equipment.

d) **Elevator** – To furnish, except when repairs are being made, passenger elevator service to the Premises; and to permit the Tenant, its employees, and all persons having business with the Tenant to have the free and exclusive use of the elevators service, but the Tenant and all other persons using the service do so at their sole risk and under no circumstances is the Landlord responsible for damage or injury happening to any person while using the elevator or occasioned to any person by any elevator or any of its appurtenances.

e) **Washrooms** – To provide fully equipped washroom facilities for male and female employees in accordance with the requirements established by the *Occupational Health and Safety Act*, RSO 1990 c 0.1 as amended, and the regulations made thereunder, or any successor Act, a handicapped accessible male and female washroom in accordance with the requirements established by the Ontario Building Code, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of such washroom facilities.

f) **Exterior, Common Areas** - To maintain the exterior of the Building, the parking areas and walkways in good repair.

g) **Building Security** – To provide security for the Building in accordance with the Landlord's standard practice, as would a reasonably prudent landlord of a similar building.

h) **Snow Removal** – To provide snow and ice removal, sanding and salting services, as required, at the Landlord's discretion for all parking lots and walkways servicing the premises.

i) **Life Safety** – To establish a workable emergency evacuation program.

6.3 Access

To permit the Tenant and all persons lawfully requiring communication with it to have the use during normal business hours in common with others of the main entrance and the stairways, corridors and elevators leading to the Premises. Notwithstanding any other provision of this Lease, the Landlord acknowledges that it may be necessary for the Tenant to access the Premises at times other than normal business hours. The Landlord agrees to allow the Tenant such access, provided the Tenant complies with any reasonable rules for security and safety.

6.4 Repair To maintain the Premises in good repair and tenantable condition during the Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with minimum disruption to the Tenant's business.

6.5 Interior Cosmetics To allow the Tenant to make minor changes to interior cosmetics in the premises at the Tenant's sole discretion and expense, including without limitation painting, wallpaper, or shelving.

6.6 Landlord Improvements To not, at any time during the Term, commence construction or alterations to the Building which will have the effect of altering any part of the structure, interfering with the business operations of the Tenant, interfering with entry or exit from the Premises, or causing noise or other nuisances which might interfere with the Tenant's business operations.

In the event that the Landlord intends to commence any construction or alternations to the Building during the Term, such construction shall be subject to the following terms and conditions:

a) The Landlord shall deliver reasonable notice to the Tenant, including complete and detailed plans and specifications of the planned construction prior to the commencement of construction;

b) The Landlord must receive the prior written approval of the Tenant and of any required Authorities, the Tenant's approval therefor not to be unreasonably withheld;

c) All construction must be completed promptly and in a good workmanlike manner, and must not interfere with the use of the Premises or any part thereof by the Tenant and wherever possible, must be completed outside normal business hours, unless the Tenant otherwise agrees; and

d) All Utilities and other base building systems must continue to be fully operative during any period of construction and the Landlord shall be responsible for any damages or costs incurred by the Tenant to the extent caused or contributed to by any interruption of such Utilities or systems.

6.7 Landlord's Compliance with Laws To comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes or any relevant Authority which relate to the Premises or to the use or occupation of the Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements to the Premises. The Landlord agrees not to bring or commence any application with the respective Authority to change the respective use of the Premises and lands, or the zoning of the lands, without the Tenant's prior written consent.

6.8 Insurance The Landlord shall maintain insurance in respect of the Building against loss, damage or destruction caused by fire and extended perils. The Landlord shall also maintain commercial general liability insurance on the Property with coverage for any one occurrence of not less than $5,000,000 (Five Million).

6.9 Consent and Approval That the Landlord and each person acting for on or behalf of the Landlord making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Lease, will act reasonably, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional person employed or retained by the Landlord will act in accordance with the applicable principles and standards of that person's profession.

6.10 Environmental Contaminants To remove any Environmental Contaminant located on or in the building after the Commencement Date and whether or not resulting from any act, omission or negligence of the Landlord or those for whom it is in law responsible, which is contained in accordance with all applicable requirements of any relevant Authority. If any such Contaminant is not removed forthwith by the Landlord, the Tenant shall be entitled, but not required, to remove the same on the Landlord's behalf and the Landlord shall reimburse the Tenant for the cost thereof.

6.11 Warranty The Landlord represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

7. PROVISOS

Provided always and it is agreed:

7.1 Alterations and additions

a) All installations, alterations, additions, partitions and fixtures other than trade or Tenant's fixtures in the Premises, whether placed there by the Tenant or the Landlord are, immediately upon placement, the Landlord's property without compensation therefore to the Tenant and, except as hereinafter mentioned in this proviso, shall not be removed from the Premises by the Tenant at any time either during or after the Term.

b) The Landlord is under no obligation to repair or maintain the Tenant's installation alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant.

c) The Tenant may remove any fixtures they install, but must repair any holes or other damage in the walls, ceiling or floor to original condition at the Tenant's sole expense. The Tenant shall have the continuous right during the Term or any extension thereof to move in or out of the Premises any of its furniture, personal effects, chattels and any business equipment.

7.2 Damage to Premises If, at any time during the Term, the Building shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Landlord, then, and in every such event:

a) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the date of occurrence of such damage (the "Date of Damage"), the Premises are rendered partially unfit for occupancy or impossible or unsafe for use of occupancy, then the Rent shall abate as of the Date of Damage in proportion to the part of the Premises which is rendered unfit, and Rent will not be payable again until such time as the Premises have been fully restored by the Landlord to their condition as of the Commencement Date.

b) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage cannot be repaired with reasonable diligence within 120 days of the Date of Damage, then either the Landlord or the Tenant may terminate this

Lease within twenty (20) days following the date of the architect's opinion by written notice to the other party, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

c) In the event that neither the Party terminate this Lease accordance with the previous section, then the Landlord shall repair the Premises with all reasonable speed and the Rent hereby reserved shall abate from the Date of Damage until the date that the either the Premises are responded to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.

d) If the damage or destruction to the Building is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage can be repaired with reasonable diligence within 120 days of the Date of Damage, then the Rent shall abate from the Date of Damage until the date the Premises are restored to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.

e) The decision of the Tenant's architect as to the time within with damage cannot be repaired, the extent of the damage, or the state of tenantability of the Premises, shall be final and binding upon the Parties.

f) If the Landlord does not commence to repair or restore the Premises within fifteen (15) days of the date of the Tenant's architect's opinion, the Tenant may terminate this Lease upon fifteen (15) days' prior notice to the Landlord, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

7.3 Damage to Tenant's Property

The Landlord is not liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while the property is on the Premises or in the building whether the property has been entrusted to employees of the Landlord or not and the Landlord is not liable for damage to property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage pipes or plumbing works of the building or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by any other tenant. Landlord shall remain liable for any damage due to Landlord negligence or willful misconduct or the negligence or willful misconduct of its agents, employees, contractors, invitees or guest. Landlord shall maintain the Premises and tend to repairs promptly in accordance with Section 6.4 of this Lease Agreement.

7.4 Impossibility of Performance

Whenever and to the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of statute, law or order-in-council or any regulation or order passed or made pursuantly thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required

thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord is entitled to extend the time for fulfillment of the obligation by a time equal to the duration of the delay or restriction, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

7.5 Default of Tenant If the Rent or any part thereof is not paid within ten (10) days of the due date, whether lawfully or not, or if the Tenant shall make default in the observance or performance of any of the Tenant's covenants or agreements contained in this Lease and such arrears or default continue for a period of ten (10) days, then the Landlord may give the Tenant notice requiring the Tenant to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Tenant fails to pay the arrears or commence to remedy the default within such period, the Landlord may, in addition to any other remedies the Landlord may have either in this Lease or at law, re-enter the Premises and the Term here by granted shall be terminated.

7.6 Default of Landlord If the Landlord defaults in the observance or performance of any of its covenants or agreements contained in this Lease, the Tenant will give the Landlord a reasonable opportunity to remedy the default.

7.7 Non-waiver No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenant, proviso or condition herein operates as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing. All rights and remedies of the Landlord contained in this lease are cumulative and not alternative.

7.8 Overholding If the Tenant continues to occupy the Premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant is a monthly tenant at the rent herein and on the terms and conditions herein except as the length of tenancy.

7.9 Termination of Agreement The Landlord acknowledges that the Tenant receives funding from various sources in order to finance its operations. The Landlord further acknowledges that these can change at any time. As a result, the Landlord hereby grants the Tenant the right to terminate this Lease on three (3) months' prior written notice without penalty. The Tenant acknowledges that given the uncertainties that encumber its organization, the Landlord has the right to terminate this Lease on three (3) months' prior written notice without penalty.

7.10 Directory Board The Tenant is entitled to have its name shown upon the directory board of the Building, but the Landlord shall in its sole discretion design the style of the identification and allocate the space on the directory board for each Tenant.

7.11 Notice Any notice required by any provision of this lease shall be given in writing by registered mail or facsimile addressed to:

In the case of notice to the Landlord:

Corporation of the City of Sault Ste. Marie
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1
Telephone: 705-949-3335
Fax: 705-949-2341

Attention: Peter Johnson

In the case of the Tenant:

Sault Area Hospital
965 Queen Street East
Sault Ste. Marie, Ontario
P6A 2C4
Telephone: 705-759-3434
Fax: 705-759-3640
Attention: Max Liedke

The time of giving notice is deemed to be the fourth business day after the day of mailing. The notice is also sufficiently given when it is delivered to an executive officer of the recipient Party at the time of delivery.

7.12 Lease Entire Relationship

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease except as expressly set out in this lease and that this lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

7.13 Right of Re-entry

On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this lease, upon due process of the law, the Landlord may enter the Premises either by force or otherwise, without being liable therefore, to relet the Premises, to receive the Rent therefore and as the agent of the Tenant, to take possession of furniture or property on the Premises and to sell the furniture or other property at public or private sale without notice and apply the proceeds of sale and any rent derived from reletting the Premises upon account of the rent under this lease, and the Tenant is liable to the Landlord for any deficiency.

7.14 Cancellation, Relocation or Demolition

The Landlord shall not have the rights to relocate the Tenant to alternate premises or to cancel the lease or demolish the building the term of the lease or any renewal thereof without the Tenant's prior consent.

7.15 Surrender

It is understood that the Tenant, at the termination of the lease will surrender the Premises in their existing state at that time without compensation, and free from any obligation to remove or demolish their existing leasehold improvements.

7.16 Dispute Resolution

If a dispute arises out of, or in connection to, this Lease Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process, failing which, the parties agree that the matter shall be submitted to binding arbitration, pursuant to the *Arbitration Act* of Ontario, 1991.

All information exchanged during this meeting or any subsequent dispute resolution process shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

8. INTERPRETATION

8.1 Definitions In this lease:

(a) **"Building"** means the building constructed by the Landlord as shown on Schedule A attached hereto.

(b) "**Business Day**" means any of the days from Monday to Friday of each week inclusive unless the day is a holiday;

(c) **"Premises"** means those premises within the Building constructed by the Landlord, shown on Schedule B attached hereto.

(d) **"Destruction"** means any damage or destruction by fire, elements, or other risk or peril in respect of which insurance is to be carried by the terms of this Tenancy Agreement or any other casualty or cause.

(e) "**Environmental Containment**" includes any hazardous or toxic substances or materials, including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handler friable materials including asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law or any Authority. Notwithstanding this definition, the parties agree that the Tenant shall be permitted cleaning solutions, toners for photocopiers/printers and other ordinary office products provided they are properly and safely handled.

(f) **"Fixed Annual Rent"** means annual rent specified in Section 3.

(g) **"Improvements"** means any buildings and improvements now or hereinafter constructed on or about the Building.

(h) "**Normal Business Hours**" means the hours from 8:30 a.m. to 4:30 p.m. on business days.

(i) **"Tenancy Agreement Year"** means a period of twelve (12) consecutive calendar months, during the term of this Tenancy Agreement, the first Tenancy Agreement Year being the period of twelve (12) consecutive calendar months commencing from the Rent Commencement Date if the Rent Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Rent Commencement Date occurs if the Rent Commencement Date is not the first day of a month, and ending on the day preceding the first anniversary of such date of commencement, and each succeeding Tenancy Agreement Year during the term of this Tenancy Agreement, being a period of twelve (12) consecutive calendar months commencing on the day following the expiration of the Tenancy Agreement Year preceding it.

(j) **"Prime Rate"** means the rate of interest per annum established by the Bank of Nova Scotia, as a reference rate of interest to determine the interest rate such bank will charge for Canadian dollar commercial loans to its customers in Canada and which such bank quotes or publishes as its prime rate.

(k) **"Rent Commencement Date"** means the date which the Tenant commences the provision of services from the Demised Premises.

8.2 Severance In the event that any provision of this Lease is deemed to be invalid or unenforceable, it is understood between the Parties that such provision shall, whenever possible, be interpreted, construed, limited or it necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Lease shall remain valid and continue to bind the parties.

If required, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent in entering into the Lease or to provide an equitable adjustment in the event so much provision can be added.

8.3 Headings and Captions The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease nor any of the provisions hereof.

8.4 Effect of Lease This Lease and everything herein contained shall operate to the benefit of any and by binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

8.5 Governing Law This Lease shall be governed by and construed in accordance with the laws of Ontario.

8.6 Time of the Essence Time shall be of the essence hereof.

8.7 Freedom of Information The Tenant acknowledges, agrees and consents that the Landlord may release the terms of the within Lease and any information contained herein, if required to do so by law or ordered by a Court or Tribunal of competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED, SEALED & DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Per: _____
MALCOLM WHITE
City Clerk

Per: _____

CHRISTIAN PROVENZANO
Mayor
We have authority to bind the corporation.

SAULT AREA HOSPITAL

Per: _____

Name:
Title:
I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-95

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and 1531161 Ontario Inc. o/a Boyer Construction for the reconstruction of Bruce Street from Queen Street East to Wellington Street East (Contract 2018-3E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 14, 2018 between the City and 1531161 Ontario Inc. o/a Boyer Construction, a copy of which is attached as Schedule “A” hereto. This Contract is for the reconstruction of Bruce Street from Queen Street East to Wellington Street East (Contract 2018-3E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-95 - Contact for Bruce St Reconstruction 2018-3E.docx

Schedule "A"
CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2018-3E

FORM OF AGREEMENT

This Agreement made (in triplicate) this **14th** day of **May,** in the year **2018,** by and between **1531161 Ontario Inc. o/a Boyer Construction** hereinafter called the "Contractor"

AND

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

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

Reconstruction of Bruce Street
Contract No. 2018-3E

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, "the Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.

3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the

firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:	The Corporation of the City of Sault Ste. Marie Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario, P6A 5X6
The Contractor:	1531161 Ontario Inc. o/a Boyer Construction 53 Gran St. Batchewana First Nation, ON P6A 0C6
The Contract Administrator:	WSP Canada Inc. 185 East Street Sault Ste. Marie, Ontario, P6A 3C8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – Christian Provenzano

(seal)

_____
CITY CLERK – Malcolm White

THE CONTRACTOR

_____
1531161 Ontario Inc. o/a Boyer Construction

(seal)

_____
SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-97

PROPERTY ACQUISITION: (PR1.107(3)) A by-law to authorize the acquisition of a portion of property located at civic 953 Black Road (Dewar).

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

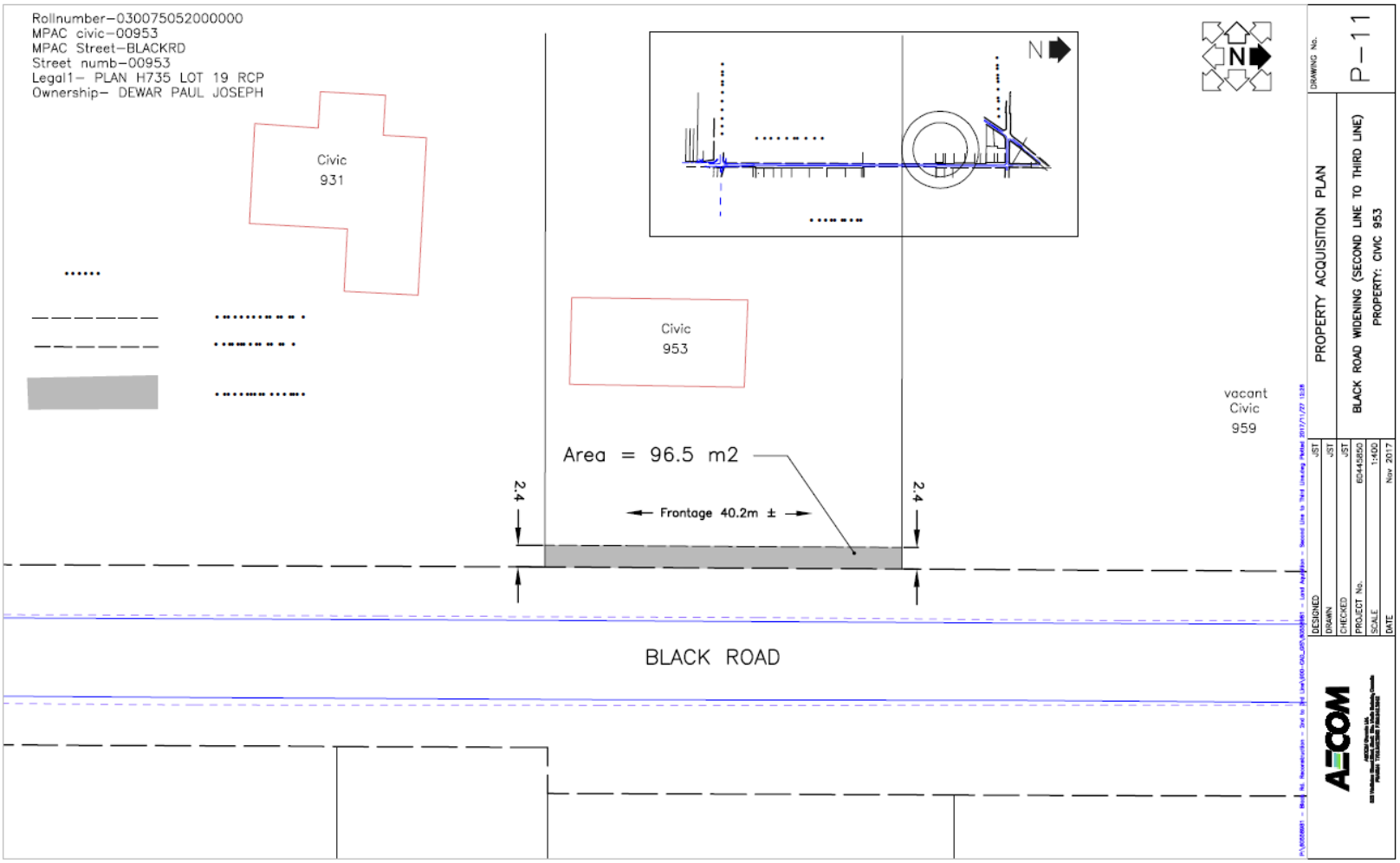
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-97 - Purchase Pt 953 Black Road from Dewar.docx

SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Paul Joseph Dewar and Pauline Dewar
ADDRESS:	953 Black Road
LEGAL DESCRIPTION:	PT PIN 31505-0031 (LT) PT LT 19 RCP H735 TARENTORUS; SAULT STE. MARIE
CONSIDERATION:	Three Thousand Five Hundred ($3,500.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-98

PROPERTY ACQUISITION: (PR1.107(2)) A by-law to authorize the acquisition of a portion of property located at civic 828 Black Road (SSM 2 Solar ULC).

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

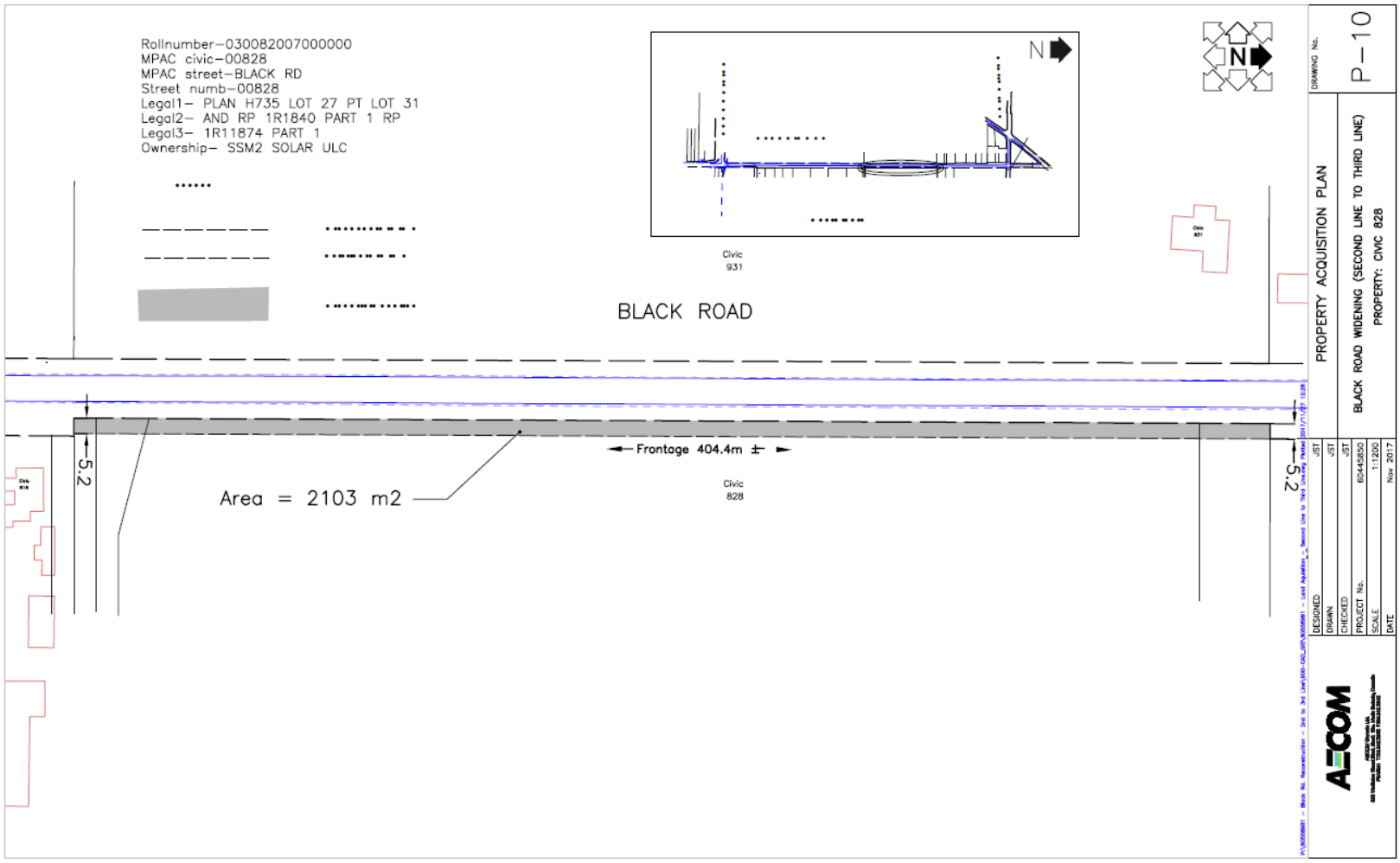
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-98 - Purchase Pt 828 Black Road from SSM Solar.docx

SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	SSM 2 Solar ULC
ADDRESS:	828 Black Road
LEGAL DESCRIPTION:	PT PIN 31505-0050 (LT) PT LT 27 RCP H735 TARENTORUS; SAULT STE. MARIE
CONSIDERATION:	Nine Thousand One Hundred ($9,100.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-99

APPOINTMENTS: (H3) A by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws.

WHEREAS the City has an existing agreement with the Sault Ste. Marie Humane Society for the enforcement of animal control by-laws;

AND WHEREAS the effective enforcement of the said by-laws and statute requires the appointment of Municipal By-law Enforcement Officers and Provincial Offences 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. **MUNICIPAL BY-LAW ENFORCEMENT OFFICERS AND PROVINCIAL OFFENCES OFFICERS**

   The following persons are appointed as Municipal By-law Enforcement Officers and Provincial Offences Officers for the purpose of enforcing animal control by-laws for The Corporation of the City of Sault Ste. Marie and the *Dog Owner's Liability Act,* R.S.O. 1990 c. D.16 and any successors thereto:

   Kimberly Leclair
   Wendy Corbett
   Natalie Lepage
   Blair Kunkel
   Laura Smith

2. **BY-LAW 2010-127 REPEALED**

   By-law 2010-127 is hereby repealed.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-100

LICENCE TO OCCUPY AGREEMENTS (COMMUNITY EVENTS): (C3) A by-law to approve the standard form of a Licence to Occupy City Property Agreement for Community Events; and further to delegate to the Deputy CAO – Community Development & Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **FORM OF LICENCE TO OCCUPY AGREEMENT APPROVED**

   The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Licence to Occupy Agreement document as set out in Schedule “A” hereto.

2. **LICENCE TO OCCUPY AGREEMENT POWERS DELEGATED**

   The Council hereby delegates to the Deputy CAO – Community Development & Enterprise Services, or his/her delegate, signing authority to execute Licence to Occupy City Property Agreement for Community Events substantially in the form of Schedule “A” on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

mw\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-100 - Delegated Authority for Community Events.docx

Schedule “A”

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this * day of *, 20**.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the “City”)

- and –

COMPANY NAME

(herein referred to as the “Licencee”)

The City grants to the Licencee(s) the right to occupy the property of the City (“City Property”) identified as a section of Street Name, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City’s Outdoor Patio Program, and specifically as shown and identified on Schedule “A” attached to this Licence.

This Licence is subject to the conditions set out in Schedule “B” attached.

In this Licence, the “City” means the “Council” of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

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ORGANIZATION NAME

Date: _____

_____

Name:

Position:

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Name:

Position:

I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on Date of Event:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by the Licencee(s). The City and Licencee(s) acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

List temporary structures and programming here.

[Add the following for Licenced Areas and/or Patios]:

A. "Alcohol Service Provider(s)":

In this Licence, (list all parties to the agreement who will be operating a licenced area/serving alcohol) are collectively referred to as the "Alcohol Service Providers". In this Licence, a reference to an "Alcohol Service Provider" means each of (list all parties to the agreement who will be operating a licenced area/serving alcohol) as it relates to their respective establishment.

"Extended Patio Area":

In this Licence, Extended Patio Area refers to a licensed area operated by an Alcohol Service Provider that is assembled adjacent and directly in front of an existing establishment and place of business operated by that Alcohol Service Provider.

"Pop Up Patio":

In this Licence, Pop Up Patio refers to a licensed area operated by an Alcohol Service Provider that is not assembled adjacent to an existing establishment and is located on the City's roadway.

The above is collectively referred to as the "Programming" in this Licence Agreement.

SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants permission to the Licencee(s) to set up and conduct the Programming specifically enumerated in Schedule "A" to this Licence Agreement on Date of Event as part of the Programming on Street Name, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for Date of Event:
    a. Between the hours of Time of Event, the Licencee(s) may setup matters in Schedule "A" to this Licence Agreement;
    b. Between the hours of Time of Event, the Programming may carry on;
    c. **[Add the following for Licenced Areas and/or Patios]:** Between the hours of Time of Event the Licencee(s) may serve alcoholic beverages on the Pop Up Patio and/or Extended Patio Area, in accordance with their Temporary Liquor Licence Extension acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
    d. By the hour of End Time of Event on Date of Event, the Licencee(s) shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

    The above is collectively referred to as the "Event" in this Licence Agreement.

2. **[Add the following if a Temporary Street Closure is requested]** The Licencee(s) warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
    a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
    b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 2" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.

3. **[Add the following for Tents and/or inflatable structures]** The tent structure(s) and/or inflatable structures described in Schedule "A" to this Licence are to comply with the following conditions:
    a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
    b. The tent structure(s) must be at ground level and must not be raised in any way;
    c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and

d. The tent structure(s), inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act,* 1997, S.O. 1997, c. 4.

4. The Licencee(s) warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Licencee(s) shall comply with the following conditions:
   a. The Licencee(s) shall ensure that pedestrian traffic on the City's sidewalks will not be impeded by any aspect of the Programming;
   b. The Licencee(s) shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005,* S.O. 2005, c. 11; and
   c. The Licencee(s) shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.

5. The Licencee(s) agrees to comply with all City and AGCO (if applicable) regulations including placement of barricades to the satisfaction of the City and fire safety.

6. **[Add the following if food is being served]:** The Licencee(s) represents and warrants that prior to the commencement of the Event, the Licencee(s) has obtained any and all required permits and has complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming.

7. **[Add the following if food is being served]:** Prior to the commencement of the Event, the Licencee(s) shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Deputy CAO – Community Development and Enterprise Services, or his/her designate, by Due Date, the Licencee(s) acknowledge and agree that the Programming shall not proceed on Date of Event as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

   CITY:

   Deputy COA – Community Development and Enterprise Services
   Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie, ON P6A 5N1
   Tel: (705)759-5310
   Fax: (705)759-6605

8. **[Add the following for Licenced Areas and/or Patios]:** The Licencee(s) represents and warrants that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio and/or Extended Patio Area. The Licencee(s) further represents and warrants that they have submitted a written form of notification of their Pop Up Patio and/or Extended Patio Area Programming for the Event to the AGCO, Algoma Public Health, the

City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act,* R.S.O 1990, c. L. 19.

9. **[Add the following for Licenced Areas and/or Patios]:** The Licencee(s) acknowledges and agrees that they shall provide and serve alcohol for the Event at their Pop Up Patio and/or Extended Patio Area only if their Pop Up Patio and/or Extended Patio Area Programming is approved by the AGCO and the requirements set out in Section 9 below are satisfied. **[Add the following if the Downtown Association or another organization is sponsoring]:** The Downtown Association represents and warrants that it is the sponsor of the Pop Up Patios and/or Extended Patio and all other Programming related to the Event, including the Event itself.

10. **[Add the following for Licenced Areas and/or Patios]:** Prior to the commencement of the Event, the Licencee(s) shall provide the City, by facsimile or email, written confirmation from the AGCO that they have received approval for their Pop Up Patio and/or Extended Patio Area Programming for the Event. In the event that such confirmation of approval has not been received by the City by Time Due on Due Date, the Licencee(s) acknowledge and agree that the Event Programming shall not proceed on Date of Event with respect to the Pop Up Patio and/or Extended Patio Area component not so confirmed as required herein, and this Licence is hereby terminated as it pertains to the Pop Up Patio and/or Extended Patio Area not so confirmed as required herein. Such written confirmation shall be sent as follows:

    CITY:

    Deputy COA – Community Development and Enterprise Services
    Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5N1
    Tel: (705)759-5310
    Fax: (705)759-6605

11. **[Add the following for Licenced Areas and/or Patios]:** The Licencee(s) shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the Pop Up Patio and/or Extended Patio Area. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patio and/or Extended Patio Area. The Alcohol Service Providers and the Licencee(s) shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Alcohol Service Provider(s) and/or the Licencee(s) of such liquor licence requirements and/or approvals.

12. The Licencee(s) shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee(s) shall not erect

any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

Liability and Insurance

13. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Street Name, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee(s) shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

14. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Licencee(s) shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencee(s) shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.

15. All matters related to the Event are the responsibility of the Licencee(s). At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencee(s) acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

16. The Licencee(s) shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

17. The Licencee(s) shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million ($5,000,000.00) Dollars and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before Due Date. Should the Licencee(s) cancel the said insurance policy for any reason, the Licencee(s) must give the City thirty (30) days’ written notice prior to cancellation.

Compliance with Laws

18. The Licencee(s) shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee(s) with such Laws, By-Laws, Rules and Regulations.

Taxes

19. The Licencee(s) shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

No Assignment

20. The Licencee(s) shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

Termination

21. This Licence Agreement shall terminate at End Time of Event on Event Date. The provisions of Paragraphs 2-19 of this Licence shall survive the termination of this Licence.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-101

NOISE: (R1.1) A by-law to amend the Noise By-law 80-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, S.0. 2001, C. 25, **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 80-200**

Schedule "B" to By-law 80-200 is amended by adding the following:

7. Any community event that has received full approval to operate from the City through the Community Events Hosted on Closed Streets Application process, between those hours outlined in the corresponding Licence to Occupy City Property Agreement.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-101 - Amend Noise By-law for Community Events.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-102

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Cy Rheault Construction Ltd. to perform the work required for the replacement of exterior cladding and windows.

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 April 30, 2018 between the City and Cy Rheault Construction Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is to perform the work required for the replacement of exterior cladding and windows.

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 14th day of May, 2018

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-102 Civic Centre Cladding & Windows.docx

CCDC 2

CCDC 2

stipulated price contract

2008

Replacement of Exterior Cladding and Windows - Civic Center

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

*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 30 day of April in the year 2018 .

by and between the parties

Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Cy Rheault Construction 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
Replacement of Exterior Cladding and Windows

insert above the name of the Work

located at

Civic Center, Sault Ste Marie, ON

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which
Morrison Hershfield Limited

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 25th day of May in the year 2018 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 31st day of May in the year 2019 .

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
- *
- Combined Stipulated Price Bid Form, including appendices A and B, 5 pages
- Addenda as indicated on page 1 of the Bid Form
- Section 00100 "Instructions to Bidders", 6 pages
- Section 00200 "Form of Agreement and General Conditions, 1 page
- Section 00300 "Supplementary Conditions", 2 pages
- Section 01001 "General Requirements", 12 pages
- Section 01545 "Safety Requirements", 3 pages
- Section 02221, DEMOLITION, HOARDING & ACCESS, 5 pages
- Section 06101, ROUGH CARPENTRY, 4 pages
- Section 07200, SELF-ADHERED BITUMINOUS MEMBRANE, 4 pages
- Section 07216, SPRAY-IN-PLACE URETHANE FOAM, 3 pages
- Section 07420, COMPOSITE ALUMINUM WALL PANEL SYSTEM, 9 pages
- Section 07620, SHEET METAL FLASHING AND TRIM8 pages
- Section 07900, JOINT SEALANT, 8 pages
- Section 08 44 13, GLAZED ALUMINUM CURTAIN WALLS, 13 pages
- Section 08800, GLAZING, 8 pages
- Section 09250, GYPSUM BOARD ASSEMBLIES, 5 pages
- Section 09912, INTERIOR PAINTING, 8 pages
- Section 08700, DOOR HARDWARE, 26 pages

* *(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:

six million eight hundred ninety five thousand

/100 dollars $ 6,895,000.00

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

eight hundred ninety six thousand three hundred fifty

/100 dollars $ 896,350.00

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

seven million seven hundred ninety one thousand three hundred fifty

/100 dollars $ 7,791,350.00

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 five percent (5 %), 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

RBC - 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.

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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

Corporation of the City of Sault Ste. Marie c/o Roger Caron

*name of Owner**

99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

address

facsimile number

r.caron@cityssm.on.ca
email address

Contractor

Cy Rheault Construction Ltd. c/o Carole Gibouleau/ Roger Rheault

*name of Contractor**

404-273 Third Ave
Timmins, Ontario P4N 1E2

address

705-267-6595
facsimile number

Carole@cyrheault.com, roger@cyrheault.com
email address

Consultant

Morrison Hershfield Limited
c/o Mark Lucuik

*name of Consultant**

2440 Don Reid Drive
Ottawa, Ontario K1H 1E1

address

613-739-4926
facsimile number

mlucuik@morrisonhershfield.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.

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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

Corporation of the City of Sault Ste. Marie

name of owner

signature

Christian Provenzano, Mayor

name and title of person signing

signature

Malcolm White, City Clerk

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Cy Rheault Construction Ltd.

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.

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.

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.

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.

75 Albert Street
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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

BID FORM - COMBINED STIPULATED AND UNIT PRICE

Project Name: Replacement of Exterior Cladding and Windows, Civic Centre
Located at: Civic Centre, Sault Ste. Marie, On

From (Bidder):

Cy Rheault Construciton Ltd.
company name

404-273 Third
street address or postal box number

Timmins, Ontario P4N 1E2
city/town, province, and postal code

705.268.3445 — *telephone number*
705.267.6595 — *fax number*

carole@cyrheault.com
email address

To (Owner):

City Clerk – The Corporation of the City of Sault Ste. Marie
Civic Centre – 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

We, the undersigned, having examined the Bid Documents for the above-named project, including Addenda No. 1 to No. 3 inclusive, all as issued by Morrison Hershfield, and having visited the Place of the Work; we hereby offer to enter into a Contract to:

(a) perform the stipulated price component of the Work in accordance with the Bid Documents, for the stipulated price of:

$ 6,895,000 in Canadian dollars, excluding Value Added Taxes,
amount in figures

It is understood that:

(a) only conforming bids will be evaluated, and the lowest bidder will be determined based on the sum of the amounts entered above,

(b) the stipulated price noted above includes $35,000 cash allowance for roofing related work and door hardware. Actual cost for roofing related work and door hardware will be paid for by the owner. The roofing contractor will be the same contractor that perffromed the recent roofing work.

We, the undersigned, declare and agree that:

(a) *work will be completed by December 31, 2018, with work commencing on site no later than* _____ *, 2018* (insert date).

(c) *Total completion will be attained no more than four weeks following Substantial Performance.*

(d) *time shall be "The essence of the Contract", and that once work has begun on site it will be brought to substantial completion without extended stoppage in the work.*

(e) *we have arrived at this bid without collusion with any competitor,*

(f) *this bid is open to acceptance by the Owner for a period of 60 days from the date of bid closing,*

(g) *in submitting this bid, we recognize the right of the Owner to reject all bids.*

(h) *all bid form supplements called for the Bid Documents form an integral part of this bid.*

(i) *if we withdraw this Bid after closing and before the Owner shall have considered the Bids and awarded the Contract in respect thereof, during the time that this Bid is open to acceptance as set out above in this Bid Form, the amount of the Bid Bond accompanying this Bid shall be forfeited.*

Signatures:

Signed and submitted by:

Cy Rheault Construction Ltd
company name

Carole Gibouleau, Vice President
name and title of authorized signing officer

signature of authorized signing officer

Jeff Bierman
name of witness

signature of witness

name and title of authorized signing officer

signature of authorized signing officer

name of witness

signature of witness

Dated this 26 *day of* march, *2018* _____.

Note: Affix corporate seal to signature sheet.

Appendix "A" to Bid Form
(to be submitted with the Combined Stipulated and Unit Price Bid Form)

Project Name: **Replacement of Exterior Cladding and Windows, Civic Centre**
Located at: **Civic Centre, Sault Ste. Marie, On**

Bidders Name: Cy Rheault Construction Ltd.

LIST OF BID DOCUMENTS

The following is the list or description of the Bid Documents referred to in the Bid Form for the above named Project:

• Agreement Form Between Owner and Contractor	
• Definitions	
• The General Conditions of the Stipulated Price Contract (CCDC 2 – 2008)	
• Combined Stipulated Price Bid Form, including appendices A and B	5 pages
• Addenda as indicated on page 1 of the Bid Form	
• Section 00100 "Instructions to Bidders"	6 pages
• Section 00200 "Form of Agreement and General Conditions	1 page
• Section 00300 "Supplementary Conditions"	2 pages
• Section 01001 "General Requirements"	12 pages
• Section 01545 "Safety Requirements"	3 pages
• Section 02221, DEMOLITION, HOARDING & ACCESS	5 pages
• Section 06101, ROUGH CARPENTRY	4 pages
• Section 07200, SELF-ADHERED BITUMINOUS MEMBRANE	4 pages
• Section 07216, SPRAY-IN-PLACE URETHANE FOAM	3 pages
• Section 07420, COMPOSITE ALUMINUM WALL PANEL SYSTEM	9 pages
• Section 07620, SHEET METAL FLASHING AND TRIM	8 pages
• Section 07900, JOINT SEALANT	8 pages
• Section 08 44 13, GLAZED ALUMINUM CURTAIN WALLS	13 pages
• Section 08800, GLAZING	8 pages
• Section 09250, GYPSUM BOARD ASSEMBLIES	5 pages
• Section 09912, INTERIOR PAINTING	8 pages
• Section 08700, DOOR HARDWARE	26 pages

Appendix "B" to Bid Form

(to be submitted with the Combined Stipulated and Unit Price Bid Form)

Project Name: **Replacement of Exterior Cladding and Windows, Civic Centre**
Located at: **Civic Centre, Sault Ste. Marie, On**

Bidders Name: Cy Rheault Construction Ltd

ALTERNATIVE PRICES

We, the above-named bidder, offer below the requested alternative prices. The amount to be added to, or deducted from, our base bid price (as entered in the combined stipulated and unit price bid form) is entered for each requested alternative. All alternative prices exclude Value Added Taxes. If there is no change to the base bid price for an alternative, we have so indicated. It is understood that:

(a) the Owner may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,

(b) alternative prices will be considered in determining the lowest bidder,

(c) alternatives and alternative prices are open for acceptance by the Owner for the same period of time as the base bid price,

(d) the Work of the Contract and the Contract Price will reflect the alternatives and alternative prices, if any, accepted by the Owner at the time of contract award, and

(e) acceptance of any alternatives will not affect the base bid contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternative.

(f) Perform alternative items of work in accordance with the contract documents.

Description of Alternative	Effect of Alternative on Base Bid Price: Add (+) or Subtract (-)	Effect of Alternative on Project Schedule (in weeks)
Alternative No. 1: [.....]	$ _____	_____ *(in weeks)*
Alternative No. 2: [.....]	$ _____	_____ *(in weeks)*

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T 613 232 8605 F 613 232 9765 TF 1 888 669 6606
255 Michael Cowpland Drive, Unit 101-A
Kanata, ON K2M 0M5
mastersinsurance.com

March 20, 2018

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

RE: Cy Rheault Construction Ltd.
Replacement of Exterior Cladding and Windows

This is to confirm that the insurance coverages noted below are in effect or will be placed in effect for the above named insured as follows:

1.	Commercial General Liability	$ 2,000,000
2.	Non Owned Automobile Liability	$ 2,000,000
3.	Third Party Automobile Liability (Owned Vehicles)	$ 2,000,000
4.	Umbrella Liability (In excess of underlying limits of liability noted above)	$ 8,000,000
	TOTAL LIABILITY LIMIT:	**$ 10,000,000**
5.	Contractors Pollution (Environmental) Liability	$ 5,000,000
6.	All Risk Property – Builder's Risk/Boiler – if required, as per contract agreement and Amount	
7.	Wrap-Up Liability – if required, as per contract specifications	
8.	Contractors Professional Liability (Errors & Omissions) – if required, as per contract specifications	

Trusting above meets with your requirements, please do not hesitate to contact our office if we can be of any further assistance.

Sincerely,
MASTERS INSURANCE LIMITED

Meghan McNeil
Commercial Insurance Department
MM/

AVIVA

Standard Construction Document

CCDC 220 - 2002

BID BOND

No. 83-2230-012-18

Bond Amount -10%-

CY RHEAULT CONSTRUCTION LTD. 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 all Provinces and Territories 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 TEN PERCENT OF THE TENDER PRICE (10%) 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 20 day of March in the year 2018

For REPLACEMENT OF EXTERIOR CLADDING AND WINDOWS

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.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 20TH day of MARCH in the year 2018.

SIGNED and SEALED

in the presence of

CY RHEAULT CONSTRUCTION LTD.
Principal

Signature

Carole Cyr-Boudreau
Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Sylvie Samson Blais
Signature

SYLVIE SAMSON BLAIS, ATTORNEY-IN-FACT
Name of person signing

CGU2786

CCDC Copyright 2002
Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)

AVIVA

AGREEMENT TO PERFORMANCE AND LABOUR & MATERIAL PAYMENT BOND

BOND NO.: **83-2230-012-18**

NAME OF OWNER: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

DESCRIPTION OF PROJECT:

REPLACEMENT OF EXTERIOR CLADDING AND WINDOWS

We, the undersigned, hereby agree to become bound as surety for

CY RHEAULT CONSTRUCTION LTD.

(name of tenderer) in a Performance Bond in the sum of **50%** of the contract amount, and a Labour and Material Payment Bond in the sum of **50%** of the contract amount, and conforming to the Instruments of Contract for the full and due performance of the works shown and described herein, if the tender attached hereto is accepted by the owner, and the bond is requested within **THIRTY (30)** days from the date of acceptance of the tender.

This Agreement to Bond shall be null and void unless an application for the said bond(s) is made within **thirty (30)** days following the award of the contract.

Signed, sealed and dated this **20TH** day of **MARCH, 2018.**

AVIVA INSURANCE COMPANY OF CANADA

Sylvie Samson Blais {Seal}

SYLVIE SAMSON BLAIS, ATTORNEY-IN-FACT

GA2789

A01-1. Instructions to Bidders, Part 3, Line 1.1.3.7 should read "A public opening will be held on the same day as tender close at 3:00 p.m. in Plummer Meeting Room."

A01-2. All roofing membrane related work will be performed under a $20,000 cash allowance by the roofing contractor who performed the recent re-roofing work. This will include the new sections of roof and roof membrane tie in's to the curtain wall and metal panels and related roofing insulation and roof vapour barrier work. It will not include any self adhered membrane work, metal flashing work, or structural work (deck modifications or additions). The revised bid form is attached.

A01-3. A cash allowance of $15,000 will be carried for misc. electrical work in the front vestibule as well as door hardware. The revised bid form is attached.

A01-4. The final completion date stipulated in the specifications of December 31, 2018 is preferred by the owner but is flexible. If this date cannot be achieved clearly indicate the final completion date in the bid form.

A01-5. Specification section 055000, Metal Fabrications, 4 Pages, is added to the specification package (attached)

A01-6. Specification section 07200 SELF-ADHERED BITUMINOUS MEMBRANE, a different system has been added as an approved alternate. Specifically, add the following lines:

- 2.1.2.1.4: AquaBarrier AVB, as manufactured by IKO.
- 2.1.4.1.4: AquaBarrier Mastic, as manufactured by IKO

A01-7. Specification Section 07420: COMPOSITE ALUMINUM WALL PANEL SYSTEM, Line 2.3.1.1 should read "Exterior Panel Colour: white or off white, to be selected by architect from standard colour range, Duranar Coating (2-coat system) by PPG."

A01-8. Specification Section 07420: COMPOSITE ALUMINUM WALL PANEL SYSTEM, a system has been added as an approved alternate. Specifically, add line 2.1.4.4: Reynobond Composite Aluminum System, KS3 Dry Set system, as manufactured by Kanalco Ltd.

A01-9. Specification section 07620 SHEET METAL FLASHING AND TRIM, LINE 2.1.1.1: Thickness to be a minimum of 16 Gauge / 1.3 mm.

A01-10. Specification section 07620 SHEET METAL FLASHING AND TRIM: Delete section 3.2 (Aluminum Angle Installation)

A01-11. Specification section 07900 JOINT SEALANT: Delete line 1.1.1.5 (1.1.1.5: Installation of new acoustical sealant at all perimeter joints and lap joints in polyethylene sheets (interior).

A01-12. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS, replace line "2.3.2.3.2: Colour: Black" with "2.3.2.3.2: Colour: to be selected by architect from standard colour range".

A01-13. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS, there are no spandrel panels within the curtain wall. Delete section 2.3.1 in its entirety.

A01-14. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS, lines 2.3.2.3 and 2.3.2.4 should read as follows:

2.3.2.3 Core facing: 3.2 mm thick aluminum
.1 Physically attached to head, sill, and both jambs.
.2 Colour: Grey, 3-coat fluoropolymer finish - as later selected by client. Contractor to supply mock up to architect to office for final selection of grey.

2.3.2.4 Inner Face: 3.2 mm thick aluminum sheet. Construct all backpans in accordance with curtain wall manufacturer's recommendations to maintain continuity of air and water seals.

A01-15. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS: Curtainwall framing colour to be black. Line 2.5.1.1.2 should read: "Colour: Black"

A01-16. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS, there are no snap caps within the curtain wall. Delete lines 2.5.1.1.2.2.

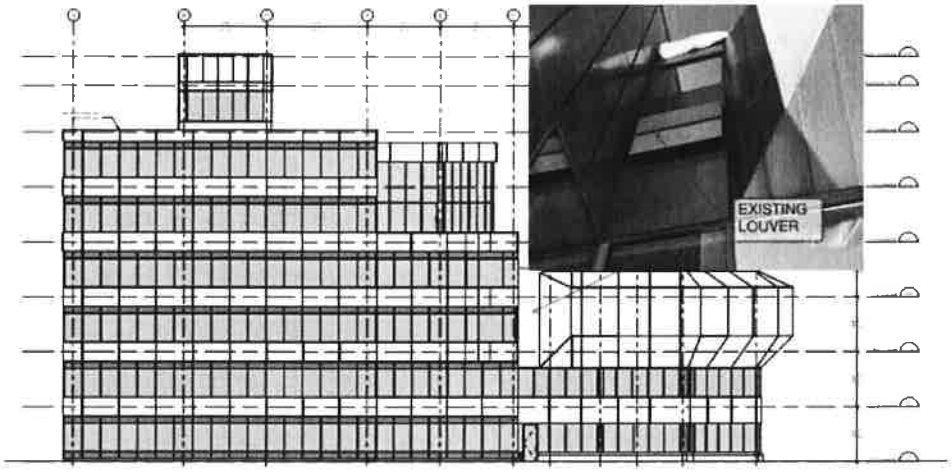
A01-17. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS, change line 2.5.1.1.2.5 to "Shadow Box Facing: Duranar XL finish".

A01-18. Specification Section 084413: GLAZED ALUMINUM CURTAIN WALLS, there are no spandrel panels within the curtain wall. Delete section 2.9 (Fabrication – Spandrel Panels) in its entirety.

A01-19. The existing canopy on the east side entrance is to be demolished and not replaced. The existing canopy is shown in the photo below:



A01-20. The existing louver on the east elevation just south of the council chambers is unused and will be abandoned (shown below). The louver will be replaced with a metal panel and insulated as per typical adjacent areas.



END OF ADDENDUM No. 02

BID FORM - COMBINED STIPULATED AND UNIT PRICE

Project Name: Replacement of Exterior Cladding and Windows, Civic Centre
Located at: Civic Centre, Sault Ste. Marie, On

From (Bidder): _____
company name

_____
street address or postal box number

_____
city/town, province, and postal code

_____
telephone number *fax number*

_____
email address

To (Owner): City Clerk – The Corporation of the City of Sault Ste. Marie
Civic Centre – 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

We, the undersigned, having examined the Bid Documents for the above-named project, including Addenda No._ _____ to No._____ inclusive, all as issued by Morrison Hershfield, and having visited the Place of the Work; we hereby offer to enter into a Contract to:

(a) perform the stipulated price component of the Work in accordance with the Bid Documents, for the stipulated price of:

$_____in Canadian dollars, excluding Value Added Taxes,
amount in figures

It is understood that:

(a) only conforming bids will be evaluated, and the lowest bidder will be determined based on the sum of the amounts entered above,

(b) the stipulated price noted above includes $20,000 cash allowance for roofing related work. Actual cost for roofing related work will be paid for by the owner. The roofing contractor will be the same contractor that perffromed the recent roofing work.

Part 1 General

1.1 SUMMARY

.1 This section includes the design, performance, and installation criteria for all the structural members and modifications within the project.

1.2 REFERENCES

.1 Conduct the design and construction in accordance with but not limited to the requirements of the latest edition of the following codes and standards:

- .1 American Concrete Institute (ACI)
  - .1 ACI 201 Guide to Durable Concrete
  - .2 ACI 302 Guide for Concrete Floor and Slab Construction
- .2 Canadian Standards Association (CSA International)
  - .1 CAN/CSA-S478 Guideline on Durability in Buildings
- .3 National Building Code of Canada 2015 (NBCC), Division C, articles 2.2.4.3 & 2.2.4.6
- .4 Ontario Regulation 260/08, Performance Standards
- .5 Ontario Regulation 332/12, as amended (Ontario Building Code 2012) (OBC).
- .6 Reinforcing Steel Institute of Canada
- .7 Reinforcing Steel Manual of Standard Practice
- .8 The Association of the Wall and Ceiling Industries International (AWCI)
  - .1 Standard Practice for the Testing and Inspection of Field Applied Sprayed Fire-Resistive Materials; an Annotated Guide.
- .9 Underwriters' Laboratories of Canada (ULC)
  - .1 CAN/ULC-S101, Fire Endurance Tests of building Construction and Materials.

1.3 REFERENCE DOCUMENTS

.1 Architectural drawings supplied by RDH Architects.

.2 Original structural drawings "City Hall Sault Ste. Marie" prepared by Robert Halsall & Associates Limited dated 12-3-73.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

.1 Submit the structural drawings including the modular building drawings in accordance with article 2.2.4.3 and 2.2.4.6 of division C of NBCC.

.2 Prior and during construction, the structural calculations and analysis shall be available for inspection upon request.

.3 Submit all shop drawings and submittals, stamped as reviewed by The Contractors design consultants, to the Owner for record purposes. Where required by local authorities or by The Contractors design consultants, submittals shall be signed and sealed by a

Professional Engineer licenced in the Province of Ontario. Provide one paper copy and digital copy of all drawings and submittals.

.4 During construction, submit any modification to the structural drawings or specifications prior to execution.

.5 Submit to the Owner, on a weekly basis, copies of all site visit reports prepared by structural engineer or testing and inspection agencies.

1.5 DESIGN PERFORMANCE REQUIREMENTS

.1 The selection, analysis, and design of the structural system for the windows/panels, which in turn supports all other buildings elements, are the prime responsibility of The Contractor and their structural engineering consultants. Structural design services shall include the preparation of complete calculations (appropriately indexed) and coordination with other design disciplines.

.2 Design of the building structure shall be carried out by a Professional Engineer licensed in the Province of Ontario, retained by The Contractor.

.3 Live loads due to use and occupancy loads shall conform to the requirements of the OBC and NBCC.

.4 The steel window framing shall be sufficiently stiff to prevent the occurrence of perceptible vibration through the building.

.5 The design shall consider the loading and deformation requirements of the structure in relation to the performance of non-structural building components. Designers of these non-structural building components shall identify the loading and deflection requirements of their work for incorporation in the structural design and construction. Account for the design of non-structural building components for the effects of creep and shrinkage of concrete.

.6 Openings and sleeves:

.1 Openings and sleeving requirements for mechanical/electrical requirements shall be identified and reviewed for their effects of the structure and also for implementation during construction of the building.

.2 The ceiling assembly shall optimize the space available for future flexibility and efficiency of the building systems.

.7 Construction to mitigate vibration caused by:

.1 Mechanical equipment part of the building systems.

.2 Walking activities inside the building

.8 Provide camber in framing or super-elevate columns to achieve tolerances. Camber shall consider instantaneous dead load deflections, shrinkage, creep and the application of building finishes, equipment, and cladding.

.9 For fireproofing system use only systems tested by a certified body to comply with ULC.

Part 2 Products

2.1 STRUCTURAL STEEL

.1 Hot dip galvanize structural elements exposed to outdoor conditions or salt/deicing chemicals.

.2 Galvanizing:

.1 ASTM A 123/A123M for zinc (hot galvanized) coatings on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strip.

.2 CAN/CSA-G164 for galvanizing of irregularly shaped articles.

.3 Shop paint pre-paint finish:

.1 Cold phosphate treatment to galvanized surfaces: ASTM D 2092.

.2 Primer for interior exposure: MPI #76.

.4 Touch-up for galvanized surfaces: to MPI #18, CAN/CGSB-1.181, zinc rich ready mix organic primer.

2.2 SPRAYED APPLIED FIREPROOFING

.1 Sprayed fireproofing: ULC certified cementitious fireproofing qualified for use in ULC Designs specified.

.2 Curing compound: type recommended by fireproofing manufacturer, qualified for use in ULC Designs specified. Sealer: type recommended by fireproofing manufacturer, qualified for use in ULC Design specified.

.3 Intumescent Paint: ULC certified.

Part 3 Execution

3.1 GENERAL

.1 Construction to mitigate vibration, noise and dust, and shall minimize disruption to the public and building occupants.

3.2 FIELD QUALITY CONTROL

.1 Costs of inspections and testing will be paid by The Contractor.

.2 The Contractor shall retain the inspection and testing services of the structural components of the superstructure in accordance with all relevant standards including the following:

.1 Professional engineer responsible for the structural design shall conduct site visits reviewing the installation of the structural elements.

.2 An independent steel inspection company.

.3 The independent steel inspection company is to carry out inspection and testing of the steel members, connections and welding.

.4 Fireproofing: provide certification that fireproofing materials and systems provide required and specified floor and structure fire resistance ratings as per the "Standard

Practice for the Testing and Inspection of Field Applied Sprayed Fire-Resistive Materials; an Annotated Guide" published by The Association of the Wall and Ceiling Industries International, or applicable guide for testing and inspection of intumescent paint.

3.3 STRUCTURAL STEEL

.1 All steel structural elements to be regular with uniform spacing of elements. Welds or bolted connections to be neat and compact. Bridging to be straight with neat, compact connections.

.2 Base plate for steel columns and braces to be concealed below floor on grade.

.3 All non-exposed structural steel or fireproofed to be shop primed and painted.

3.4 INSTALLATION: SPRAY APPLIED FIREPROOFING

.1 Install spray applied fireproofing in accordance with manufacturer and ULC listing.

END OF SECTION

A02-1. The closing date is extended to 12:00:00 p.m. (noon) local time on March 20, 2018.

A02-2. Instructions to Bidders, Section 00100 instructions to bidders, Part 3. Section 1.3.3 Bid enclosures: There is a reference to appendix C: Detailed schedule of prices. This line should be deleted.

A02-3. A question was asked: "Who is responsible to R&R blinds, office furniture, office supplies, millwork etc at the areas of work?"
Answers:

Paragraph 1.1.2 of section 02221 DEMOLITION, HOARDING, AND ACCESS states that window coverings are to be removed and disposed of by the contractor.

Removal and reinstallation of office furniture and supplies will be the responsibility of the contractor, but the owner will work with the contractor to make these elements ready for moving. Specifically, the owner will remove loose items from furniture surfaces, remove any personal items from the areas of work, and remove any art work or similar items from the area of work. It is expected that most items will be moved a very short distance (1 m or less) to enable the work to progress on the exterior wall.

Removal and reinstallation of millwork will be the responsibility fo the contractor if it is located directly on the exterior wall. Millwork associated with any party walls will be the responsibility of the owner.

A02-4. A question was asked "Are there any structural, mechanical or electrical drawings & details in this tender package?" The answer is the drawing package is listed on page 4 of the bid form. There is very limited need for mechanical or electrical drawings and details. Structural details are generally the responsibility of the contractor as per section 084413 (GLAZED ALUMINUM CURTAIN WALLS), paragraph 1.1.1.3 and section 07420 (COMPOSITE ALUMINUM WALL PANEL SYSTEMS) paragraph 1.1.1.

A02-5. A question was asked "Who is responsible to R&R electrical & mechanical items on exterior & interior of work locations wall replacement areas?" The contractor is responsible for these items.

A02-6. It was brought to our attention that a portion of the east elevation was missing from drawing A302. A revised drawing is attached, with the missing portion noted.

A02-7. Several minor errors were noted in the bid form given in addendum 1. A revised bid form is attached.

END OF ADDENDUM No. 02

BID FORM - COMBINED STIPULATED AND UNIT PRICE

Project Name: Replacement of Exterior Cladding and Windows, Civic Centre
Located at: Civic Centre, Sault Ste. Marie, On

From (Bidder): _____
company name

_____
street address or postal box number

_____
city/town, province, and postal code

_____
telephone number *fax number*

_____
email address

To (Owner): City Clerk – The Corporation of the City of Sault Ste. Marie
Civic Centre – 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

We, the undersigned, having examined the Bid Documents for the above-named project, including Addenda No._ _____ to No._____ inclusive, all as issued by Morrison Hershfield, and having visited the Place of the Work; we hereby offer to enter into a Contract to:

(a) perform the stipulated price component of the Work in accordance with the Bid Documents, for the stipulated price of:

$_____in Canadian dollars, excluding Value Added Taxes,
amount in figures

It is understood that:

(a) only conforming bids will be evaluated, and the lowest bidder will be determined based on the sum of the amounts entered above,

(b) the stipulated price noted above includes $35,000 cash allowance for roofing related work and door hardware. Actual cost for roofing related work and door hardware will be paid for by the owner. The roofing contractor will be the same contractor that perffromed the recent roofing work.

We, the undersigned, declare and agree that:

(a) *work will be completed by December 31, 2018, with work commencing on site no later than _____, 2018* (insert date).

(c) *Total completion will be attained no more than four weeks following Substantial Performance.*

(d) *time shall be "The essence of the Contract", and that once work has begun on site it will be brought to substantial completion without extended stoppage in the work.*

(e) *we have arrived at this bid without collusion with any competitor,*

(f) *this bid is open to acceptance by the Owner for a period of 60 days from the date of bid closing,*

(g) *in submitting this bid, we recognize the right of the Owner to reject all bids.*

(h) *all bid form supplements called for the Bid Documents form an integral part of this bid.*

(i) *if we withdraw this Bid after closing and before the Owner shall have considered the Bids and awarded the Contract in respect thereof, during the time that this Bid is open to acceptance as set out above in this Bid Form, the amount of the Bid Bond accompanying this Bid shall be forfeited.*

Signatures:

Signed and submitted by:

_____
company name

_____
name and title of authorized signing officer

_____
signature of authorized signing officer

_____
name of witness

_____
signature of witness

_____
name and title of authorized signing officer

_____
signature of authorized signing officer

_____
name of witness

_____
signature of witness

Dated this _____ *day of* _____, *2018* _____.

Note: Affix corporate seal to signature sheet.

Appendix "A" to Bid Form

(to be submitted with the Combined Stipulated and Unit Price Bid Form)

Project Name: **Replacement of Exterior Cladding and Windows, Civic Centre**
Located at: **Civic Centre, Sault Ste. Marie, On**

Bidders Name: _____

LIST OF BID DOCUMENTS

The following is the list or description of the Bid Documents referred to in the Bid Form for the above named Project:

- Agreement Form Between Owner and Contractor
- Definitions
- The General Conditions of the Stipulated Price Contract (CCDC 2 – 2008)
- Combined Stipulated Price Bid Form, including appendices A and B — 5 pages
- Addenda as indicated on page 1 of the Bid Form
- Section 00100 "Instructions to Bidders" — 6 pages
- Section 00200 "Form of Agreement and General Conditions — 1 page
- Section 00300 "Supplementary Conditions" — 2 pages
- Section 01001 "General Requirements" — 12 pages
- Section 01545 "Safety Requirements" — 3 pages
- Section 02221, DEMOLITION, HOARDING & ACCESS — 5 pages
- Section 06101, ROUGH CARPENTRY — 4 pages
- Section 07200, SELF-ADHERED BITUMINOUS MEMBRANE — 4 pages
- Section 07216, SPRAY-IN-PLACE URETHANE FOAM — 3 pages
- Section 07420, COMPOSITE ALUMINUM WALL PANEL SYSTEM — 9 pages
- Section 07620, SHEET METAL FLASHING AND TRIM — 8 pages
- Section 07900, JOINT SEALANT — 8 pages
- Section 08 44 13, GLAZED ALUMINUM CURTAIN WALLS — 13 pages
- Section 08800, GLAZING — 8 pages
- Section 09250, GYPSUM BOARD ASSEMBLIES — 5 pages
- Section 09912, INTERIOR PAINTING — 8 pages
- Section 08700, DOOR HARDWARE — 26 pages

Appendix "B" to Bid Form

(to be submitted with the Combined Stipulated and Unit Price Bid Form)

Project Name: **Replacement of Exterior Cladding and Windows, Civic Centre**
Located at: **Civic Centre, Sault Ste. Marie, On**

Bidders Name: _____

ALTERNATIVE PRICES

We, the above-named bidder, offer below the requested alternative prices. The amount to be added to, or deducted from, our base bid price (as entered in the combined stipulated and unit price bid form) is entered for each requested alternative. All alternative prices exclude Value Added Taxes. If there is no change to the base bid price for an alternative, we have so indicated. It is understood that:

(a) the Owner may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,

(b) alternative prices will be considered in determining the lowest bidder,

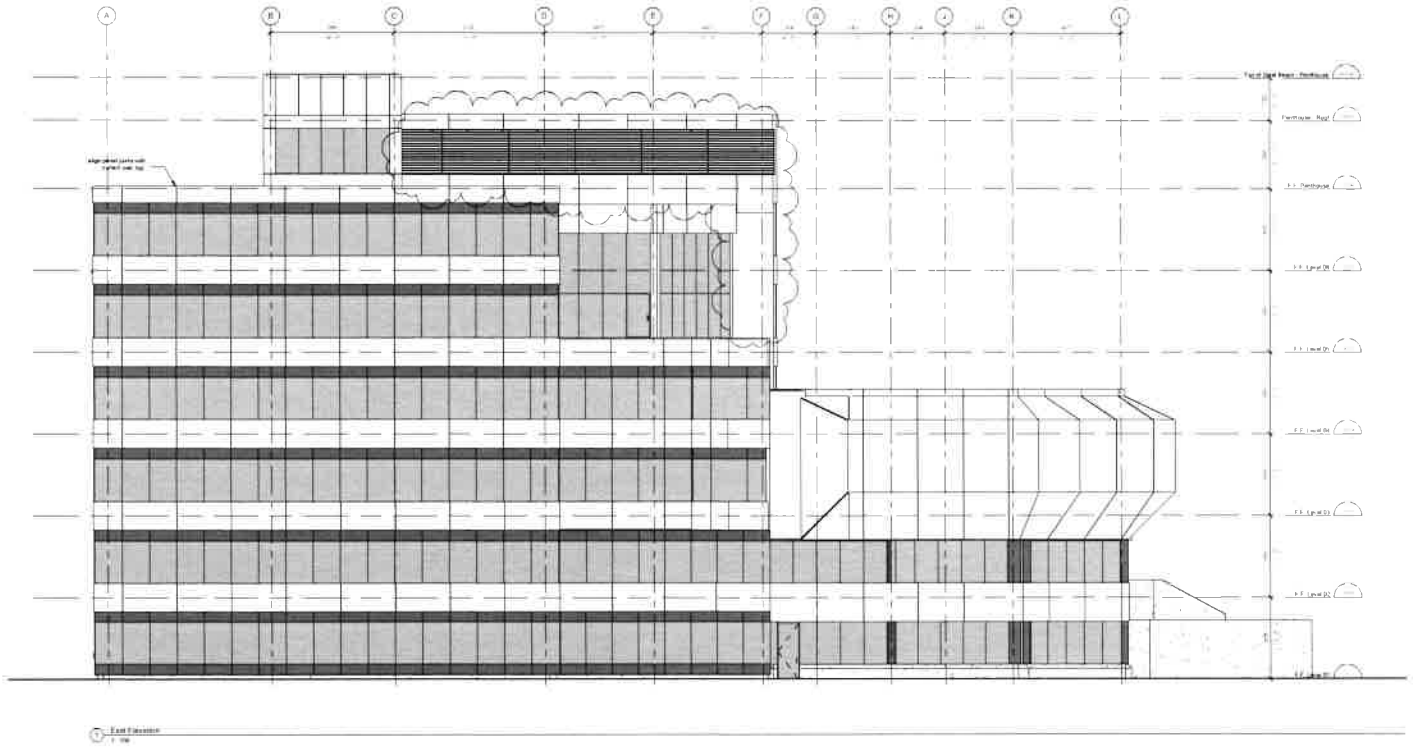
(c) alternatives and alternative prices are open for acceptance by the Owner for the same period of time as the base bid price,

(d) the Work of the Contract and the Contract Price will reflect the alternatives and alternative prices, if any, accepted by the Owner at the time of contract award, and

(e) acceptance of any alternatives will not affect the base bid contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternative.

(f) Perform alternative items of work in accordance with the contract documents.

Description of Alternative	**Effect of Alternative on Base Bid Price: Add (+) or Subtract (-)**	**Effect of Alternative on Project Schedule (in weeks)**
Alternative No. 1:		
[.....]	$_____	_____ *(in weeks)*
Alternative No. 2:		
[.....]	$_____	_____ *(in weeks)*



RDHA

NOTES:
1. The Contractor shall check all dimensions of the work and shall report discrepancies to the Architect before proceeding.
2. All drawings and specifications are the property of Roundhwate, Dick and Hadley Architects, who reserve their architect's copyright with respect to this document. It shall not be duplicated, used or circulated for any other purpose than that for which it was issued.
3. Written dimensions shall govern where they differ from scaled measurements. The Architect accepts no responsibility for measurements scaled from the drawings.

No	Description	Date
3	issued for addendum 02	2018/02/28
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Elevation Legend

- double glazed insulated unit
- double glazed shadow box with insulated pan
- aluminum panel system
- existing cast in place concrete wall
- mechanical louvres

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

East Elevation

P in C		SCALE	DWG No.
PM	Chucker	As indicated	A302
DES	Daughet	PROJECT NO	
DR	Author	201609	

A03-1. The closing date is extended to 12:00:00 p.m. (noon) local time on March 26, 2018.

A03-2. A question was asked: "Please confirm if a) Work claimed by the labourers / carpenters must be completed by union forces OR b) The GC must be signatory."

Answer: The GC needs to be signatory. However, if no bids are received in which the GC's are signatory, the owner may attempt to negotiate with the unions that the subs be signatory.

A03-3. A question was asked: "There are references to "cash allowance" in sections 01001, 09250. There does not appear to be a cash allowance amount specified. Addendum 01, items A01-2 and A01-3 specify allowances of $20,000 and $15,000 respectively. Please confirm that A01-2 and A01-3 are the only allowances to be carried in the base bid."

Answer: Yes those are the only two cash allowances to be carried.

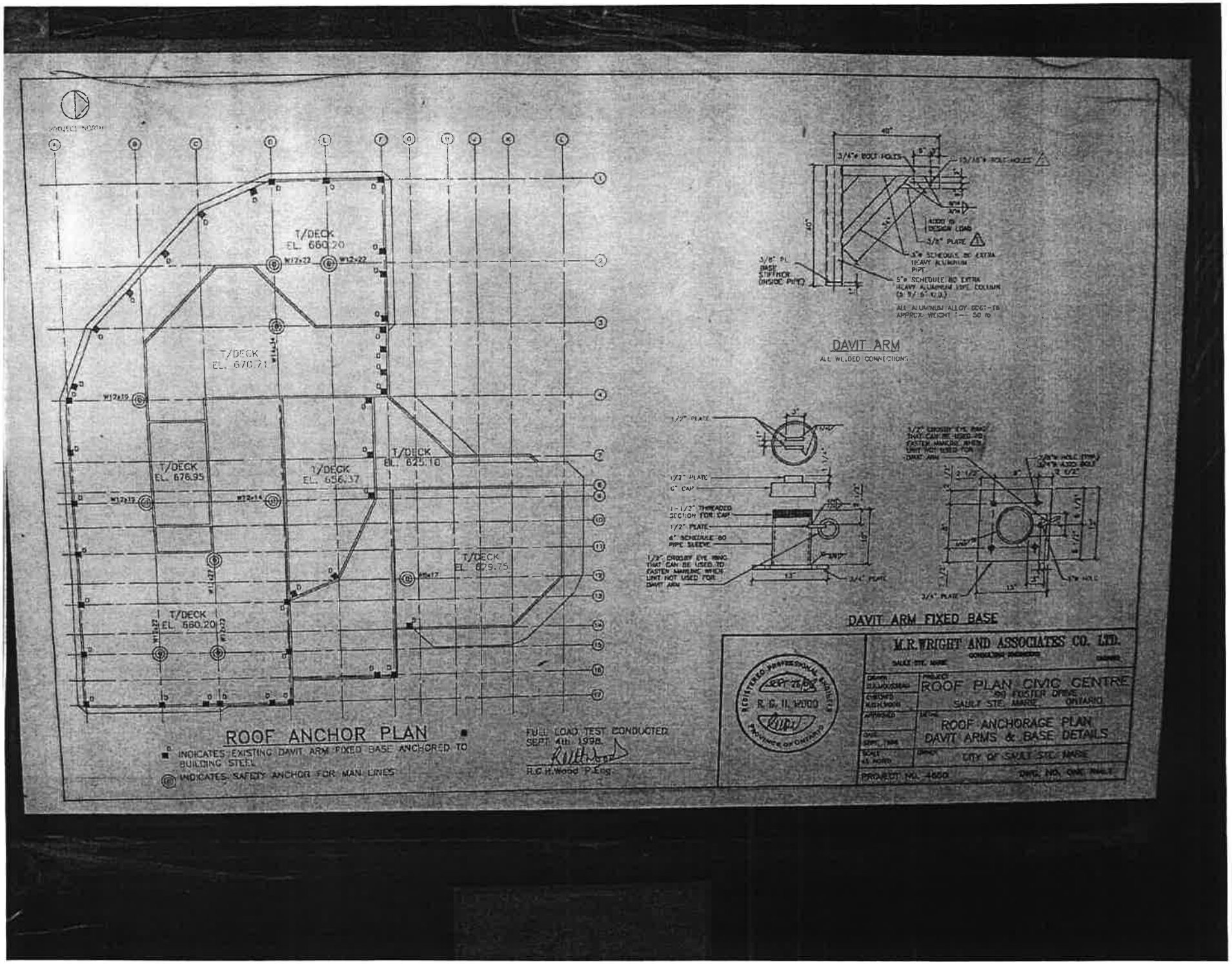
A03-4. A copy of roof anchor drawings were requested. A copy is attached, but note that tegh Davit arms are not present. They were removed in the recent re-roofing drawings.

A03-5. A question was asked, "Can we rely on the existing steel structure as an anchor point for the new curtain wall and metal cladding for purposes of bidding?".

Answer: Structural checks were made on the existing structure and it was determined that they are capable of supporting a typical load of a curtain wall and metal panels, including locations where the new wall is located outwards from the current wall location. As we do not know the exact loads or support requirements of the new systems, we cannot confirm that the existing structure will be capable of withstanding the new loads. It is the responsibility of the proponent to confirm the structural capacity fo the existing systems and to design and construct any necessary sub frames or anchors to transfer loads to the existing structure. However, for the purposes of the bid, you may assume that the existing structure can be relied upon as an anchor point for the new curtain wall and metal cladding.

A03-6. Drawing A001 Partition Legend, in the Exterior Partition Schedule, Partition Type W1a is described as having 13 mm exterior fiberglass board. This board material is DensGlass Gold by Georgia Pacific and must be installed as per the manufacturer's recommendations.

END OF ADDENDUM No. 03


PROJECT NORTH
T/DECK EL. 660.20
T/DECK EL. 670.71
T/DECK EL. 676.95
T/DECK EL. 656.37
T/DECK EL. 625.16
T/DECK EL. 629.75
T/DECK EL. 660.20
W12x19
W12x22
W12x14
W12x17
W12x27
W12x53
ROOF ANCHOR PLAN
INDICATES EXISTING DAVIT ARM FIXED BASE ANCHORED TO BUILDING STEEL
INDICATES SAFETY ANCHOR FOR MAN LINES
FULL LOAD TEST CONDUCTED SEPT 4th 1998.
R.G.H. Wood P.Eng.
40"
3/4"ø BOLT HOLES
13/16"ø BOLT HOLES
40"
4000 lb DESIGN LOAD
3/8" PLATE
3/8" PL BASE STIFFNER INSIDE PIPE
3"ø SCHEDULE 80 EXTRA HEAVY ALUMINUM PIPE
5"ø SCHEDULE 80 EXTRA HEAVY ALUMINUM PIPE COLUMN (5 9/16" O.D.)
ALL ALUMINUM ALLOY 6061-T6
APPROX. WEIGHT = 50 lb
DAVIT ARM
ALL WELDED CONNECTIONS
1/2" PLATE
6" CAP
1-1/2" THREADED SECTION FOR CAP
1/2" PLATE
6" SCHEDULE 80 PIPE SLEEVE
1/2" CROSLEY EYE NUTS THAT CAN BE USED TO FASTEN HANDLINE WHEN UNIT NOT USED FOR DAVIT ARM
3/4" PLATE
3/4" PLATE
DAVIT ARM FIXED BASE
M.R. WRIGHT AND ASSOCIATES CO. LTD.
SAULT STE. MARIE
CONSULTING ENGINEERS
ONTARIO
PROJECT
ROOF PLAN CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE ONTARIO
DETAIL
ROOF ANCHORAGE PLAN
DAVIT ARMS & BASE DETAILS
OWNER
CITY OF SAULT STE. MARIE
PROJECT NO. 4650
DWG. NO.
SEP 28/98
R. G. H. WOOD
REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

MORRISON HERSHFIELD

April 26, 2018 MH Ref. No. 2160292.00

Carole Gibouleau
Cy Rheault Construction Ltd.
404-273 Third Ave
Timmins, Ontario P4N 1E2

via email: carole@cyrheault.com

Dear Ms. Gibouleau:

Re: Replacement of Exterior Cladding and Windows
Civic Center, Sault Ste Marie, ON

This letter is to advise you that the Corporation of the City of Sault Ste. Marie intends to enter into a contract with Cy Rheault Construction Ltd. for the above noted project. As per your stipulated price bid the contract amount would be $6,895,000.00 (excluding HST).

We would like to confirm that you are able and willing to meet the bid requirements noted in sentence 1.4.1 of the Section 01001, General Requirements related to the Labourers International Union of North America Local 1036 and the United Brotherhood of Carpenters and Joiners Local 2486. (The Agreement requires the City to use only Contractors who are in contractual relations with these unions for work in the ICI sector). More specifically the contract will include the following provision:

> *Cy Rheault Construction Ltd. (the Contractor) agrees that it shall perform and/or contract and/or subcontract, as the case may be, the Replacement of Exterior Cladding and Windows, Civic Centre, Sault Ste. Marie, ON (the Work) pursuant to this Contract and in relation to the Work in accordance with the collective agreement(s) and statutes, if any, applicable to The Corporation of the City of Sault Ste. Marie (the City).*
>
> *Without limiting the generality of the foregoing, the Contractor agrees, acknowledges, and represents, as a fundamental condition of this Contract, or its subcontracts, that it is bound to the following provincial collective agreements applicable to its Work:*
>
> *Provincial Collective Agreement applicable to the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council in the ICI sector; and*
>
> *Provincial Collective Agreement applicable to the Carpenters' District Council of Ontario, United Brotherhood of Carpenters and Joiners of America (C.D.C.) in the ICI sector*
>
> *(hereinafter collectively referred to as "the PCAs").*
>
> *The Contractor further hereby agrees and covenants, also as a fundamental condition of this Contract and its subcontracts, that it shall remain bound and contractually obligated pursuant to the PCAs for the duration of the Work and at all other times material to this Contract.*

In the event that the Contractor refuses, is unable or otherwise fails to comply with the conditions set forth above ("non-compliance"), the Contractor agrees to fully indemnify and compensate the City of and/or for all losses suffered, sustained, or incurred by the City in any way related to the said non-compliance, including, without limitation:

(i) damages;

(ii) expenses; and

(iii) legal fees on a full indemnity basis.

This schedule shall be interpreted in accordance with the definitions and terms of the Contract or its subcontracts and, unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Contract or its subcontracts.

Morrison Hershfield Limited will prepare the contract documents and will forward these to your firm for execution. Additionally, we will be in contact to arrange a project start-up meeting, and to discuss the project scheduling. If you have any questions please do not hesitate to contact the undersigned at 613-739-2910.

Yours truly,
Morrison Hershfield Limited

Mark Lucuik, P.Eng.
Project Manager

cc: Mr. Tim Gowans, Manager of Purchasing, City of Sault Ste Marie, t.gowans@cityssm.on.ca
Roger Caron, Supervisor of Building Services, City of Sault Ste. Marie, r.caron@cityssm.on.ca

L:\PROJ\2160292\110 TENDER BID PROCESS\MH_LETTER OF INTENT 20180410V3.DOCX

MORRISON HERSHFIELD

BID DOCUMENTS
Replacement of Exterior Cladding and Windows, Civic Centre

99 Foster Drive
Sault Ste. Marie, On

CITY FILE # 2018PWE-ENG-BS-01-T

FOR

The Corporation of the City of City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie ON

Project No. 2160292.00, February 6, 2018
L:\PROJ\2160292\108 DESIGN DEVELOPMENT\SPECS\MH FRONT END _ CIVICCENTRE.DOCX

BID FORM - COMBINED STIPULATED AND UNIT PRICE

Project Name: Replacement of Exterior Cladding and Windows, Civic Centre
Located at: Civic Centre, Sault Ste. Marie, On

From (Bidder): _____
company name

_____
street address or postal box number

_____
city/town, province, and postal code

_____
telephone number *fax number*

_____
email address

To (Owner): City Clerk – The Corporation of the City of Sault Ste. Marie
Civic Centre – 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

We, the undersigned, having examined the Bid Documents for the above-named project, including Addenda No._ _____ to No._____ inclusive, all as issued by Morrison Hershfield, and having visited the Place of the Work; we hereby offer to enter into a Contract to:

(a) perform the stipulated price component of the Work in accordance with the Bid Documents, for the stipulated price of:

$_____in Canadian dollars, excluding Value Added Taxes,
amount in figures

It is understood that:

(a) only conforming bids will be evaluated, and the lowest bidder will be determined based on the sum of the amounts entered above,

(b) unit prices are to include all labour, material, overhead, profit and supervision but do NOT include Value Added Taxes (H.S.T),

We, the undersigned, declare and agree that:

(a) *work will be completed by December 31, 2018, with work commencing on site no later than* _____ *, 2018* (insert date).

(c) *Total completion will be attained no more than four weeks following Substantial Performance.*

(d) *time shall be "The essence of the Contract", and that once work has begun on site it will be brought to substantial completion without extended stoppage in the work.*

(e) *we have arrived at this bid without collusion with any competitor,*

(f) *this bid is open to acceptance by the Owner for a period of 60 days from the date of bid closing,*

(g) *in submitting this bid, we recognize the right of the Owner to reject all bids.*

(h) *all bid form supplements called for the Bid Documents form an integral part of this bid.*

(i) *if we withdraw this Bid after closing and before the Owner shall have considered the Bids and awarded the Contract in respect thereof, during the time that this Bid is open to acceptance as set out above in this Bid Form, the amount of the Bid Bond accompanying this Bid shall be forfeited.*

Signatures:

Signed and submitted by:

_____
company name

_____
name and title of authorized signing officer

_____
signature of authorized signing officer

_____
name of witness

_____
signature of witness

_____
name and title of authorized signing officer

_____
signature of authorized signing officer

_____
name of witness

_____
signature of witness

Dated this _____ *day of* _____, *2018* _____.

Note: Affix corporate seal to signature sheet.

Appendix "A" to Bid Form

(to be submitted with the Combined Stipulated and Unit Price Bid Form)

Project Name: [Project Name]
Located at: [Building Name]

Bidders Name: _____

LIST OF BID DOCUMENTS

The following is the list or description of the Bid Documents referred to in the Bid Form for the above named Project:

• Agreement Form Between Owner and Contractor	
• Definitions	
• The General Conditions of the Stipulated Price Contract (CCDC 2 – 2008)	
• Combined Stipulated Price Bid Form, including appendices A and B	5 pages
• Addenda as indicated on page 1 of the Bid Form	
• Section 00100 "Instructions to Bidders"	6 pages
• Section 00200 "Form of Agreement and General Conditions	1 page
• Section 00300 "Supplementary Conditions"	2 pages
• Section 01001 "General Requirements"	12 pages
• Section 01545 "Safety Requirements"	3 pages
• Section 02221, DEMOLITION, HOARDING & ACCESS	5 pages
• Section 06101, ROUGH CARPENTRY	4 pages
• Section 07200, SELF-ADHERED BITUMINOUS MEMBRANE	4 pages
• Section 07216, SPRAY-IN-PLACE URETHANE FOAM	3 pages
• Section 07420, COMPOSITE ALUMINUM WALL PANEL SYSTEM	9 pages
• Section 07620, SHEET METAL FLASHING AND TRIM	8 pages
• Section 07900, JOINT SEALANT	8 pages
• Section 08 44 13, GLAZED ALUMINUM CURTAIN WALLS	13 pages
• Section 08800, GLAZING	8 pages
• Section 09250, GYPSUM BOARD ASSEMBLIES	5 pages
• Section 09912, INTERIOR PAINTING	8 pages
• Section 08700, DOOR HARDWARE	26 pages

Appendix "B" to Bid Form

(to be submitted with the Combined Stipulated and Unit Price Bid Form)

Project Name: [Project Name]
Located at: [Building Name]

Bidders Name: _____

ALTERNATIVE PRICES

We, the above-named bidder, offer below the requested alternative prices. The amount to be added to, or deducted from, our base bid price (as entered in the combined stipulated and unit price bid form) is entered for each requested alternative. All alternative prices exclude Value Added Taxes. If there is no change to the base bid price for an alternative, we have so indicated. It is understood that:

(a) the Owner may accept any of the alternatives and corresponding alternative prices in any order or combination, including all or none,

(b) alternative prices will be considered in determining the lowest bidder,

(c) alternatives and alternative prices are open for acceptance by the Owner for the same period of time as the base bid price,

(d) the Work of the Contract and the Contract Price will reflect the alternatives and alternative prices, if any, accepted by the Owner at the time of contract award, and

(e) acceptance of any alternatives will not affect the base bid contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternative.

(f) Perform alternative items of work in accordance with the contract documents.

Description of Alternative	**Effect of Alternative on Base Bid Price: Add (+) or Subtract (-)**	**Effect of Alternative on Project Schedule (in weeks)**
Alternative No. 1:		
[.....]	$_____	_____ *(in weeks)*
Alternative No. 2:		
[.....]	$_____	_____ *(in weeks)*

General

1.1 Project Location

.1 The project is located at 99 Foster Drive, Sault Ste. Marie ON.

1.2 Project Description

.1 The general scope of work for this project includes, but is not limited to the following: Removal, disposal and replacement of the exterior cladding and glazing systems for the entire building, with the exception of the atrium curtain wall, which is to be refurbished. Perform all other work as described in the Bid Documents.

.2 Refer to Section 01001 "General Requirements", item 1.0, for a detailed description of the scope of work.

1.3 Bid Documents

.1 The Bid Documents include:

.1 The General Conditions of the Stipulated Price Contract, Canadian Standard Construction Document, CCDC 2 - 2008. The document is not reproduced here, but is available at local construction association offices.

.2 All items as listed in Appendix "A" to the Bid Form.

.2 PDF copies of the drawings and specifications have been uploaded to Morrison Hershfield's FTP website. Bidders can access the ftp site by going to the link below and entering the login and password provided, tender documents are located in the folder entitled *"Sault Ste Marie Civic Centre Replacement of Exterior Cladding and Windows"*

FTP website: ftp://clientftp.morrisonhershfield.com
Login: MH180125044417
Password: o3Ykfvkx

.3 Available scans of original building drawings and recent photographs are provided on the FTP site for the assistance of the bidders. The completeness, accuracy, and thoroughness of the original drawings and photographs is not assured in any way. Bidders may use this information at their own risk.

Each Bidder shall examine the Bid Documents as soon as possible after receipt thereof and should he discover any errors, omissions or contradictions therein, he shall notify the Consultant as soon as possible and not later than four days prior to Bid closing. Further instructions, if required, will be issued to all Bidders before the Bid closing date.

1.4 Site Visit

.1 It is the responsibility of the Bidder to visit the site and review all aspects of the Work prior to submitting tender.

.2 A mandatory job showing will be held on February 9, 2018.

.1 Bidders must register for the job showing three days prior to job showing by email to mlucuik@morrisonhershfield.com.

.2 Bidders to meet at the lobby at 1 pm on the date of the job showing.

1.5 Existing Conditions

.1 Each Bidder shall carefully examine the building, site, and services thereon which affect the proper execution of the Work, and obtain for himself a clear and comprehensive knowledge of the existing conditions and services visible at the time of tendering.

1.6 Product/System Options

.1 Where the Bid Documents stipulate a particular product or manufacturer, alternatives will be considered by the Consultant up to five days prior to Bid closing.

.2 When a request to substitute from a specified product is made, the Consultant may approve the substitution and will issue an Addendum to known bidders.

.3 Requests for alternative products or substitutions must include all available technical performance specifications provided in sufficient detail to allow for a comparison to the specified product by the consultant. Where specific performance requirements are specified, demonstrate that alterative products meet or exceed all specified requirements.

.4 Requests for alternative products or substitutions must include reference to the effect that the alternative product will have on the contract schedule and base bid price.

.5 In submission of alternatives to products specified, bidders shall include in their bid, any changes required in the Work to accommodate such alternatives. A later claim by the bidder for an addition to the Contract Price because of changes in work necessitated by use of alternatives shall not be considered.

.6 Unless acceptance of an alternative product or substitution is indicated by Addendum, the Bid Price shall be based on specified products only.

Part 2 PRIOR TO BID CLOSING

1.1 Addenda

.1 During the Bid period, Bidders may be advised by Addenda of required additions to, deletions from or alterations to the requirements of the Bid Documents. All such changes shall become an integral part of the Bid Documents and shall be allowed for in arriving at the Contract Price.

.2 Bidders shall insert in the spaces provided in the Bid Form the Addenda numbers of all Addenda received by them during the Bid period including any bound into the Bid Documents.

.3 Clarifications requested by Bidders must be received in writing not less than four working days before date set for receipt of bids. The reply will be made in the form of an Addendum.

1.2 Inquiries

.1 Questions related to the Bid Documents shall be directed to the Consultant at:
Morrison Hershfield
2440 Don Reid Drive

Ottawa, Ontario
K1H 1E1

(613) 739-2910 Office
(613) 739-4926 Fax

Attention: Mark Lucuik
Email: mlucuik@morrisonhershfield.com

.2 Subcontractors and material suppliers shall direct their questions to the Consultant via the Bidders.

1.3 Site Access

.1 Access to the site must be arranged with the Owner.

.2 No claims for extra payment shall be made for extra work made necessary, or for difficulties encountered, due to conditions of the site which were visible upon, or reasonably inferable from, an examination of the site at the time before Bid closing date. Commencement of work will signify that the Contractor accepts all previous work and condition of substrate materials as found.

Part 3 BID SUBMISSIONS

1.1 Bid Method

.1 Each Bidder shall state the stipulated price for which the Bidder will undertake to carry out all the work as described in the Bid Documents. All prices, as required, shall be submitted as per the Bid Form.

.2 All prices (unless otherwise specifically requested in the Bid Documents) shall be "Work Completed" prices, and shall be understood to include for all materials, labour, supervision and other expenses including all fees, insurance, compensation, taxes, permits and other items required by governing regulations, as well as overhead and profit for the work concerned.

.3 The Bid Form shall be submitted in a sealed opaque envelope. The following information shall appear on the envelope:

.1 Project name

.2 Bidder's name and return address

.3 Office and address to which the bid is to be submitted.

.4 The completed Bid Form will be received until 12:00:00 P.M.(noon) local time on March 6, 2018 at the address indicated. Bids received after this time will be returned unopened.

City Clerk – The Corporation of the City of Sault Ste. Marie
Civic Centre – 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

.5 The Owner reserves the right to:

.1 Disqualify any Bids not submitted in strict accordance with the requirements of the Bid Documents.

.2 Require each Bidder to submit evidence of proposed Subcontractor's experience and capabilities in similar work previously executed.

.6 The signature of the Bidder's representative shall be in longhand, and executed by a principal duly authorized to bind the company. Where the Bidder is a corporation, the corporate seal shall be affixed.

.7 A public opening will be held on the same day as tender close at 3:00 p.m. in Thompson Meeting Room.

1.2 Bidder Qualification

.1 Bidders must have extensive experience acting as General Contractor for similar work.

.2 Subcontractors are to have at least 5 years' experience with similar work.

.3 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 requires the City to use only Contractors who are in contractual relations with these unions for work in the ICI sector).

1.3 Bid Enclosures

.1 Security Deposit.

.1 Each Bidder shall submit with his completed Bid Form a bid bond (or certified cheque) equal in amount to 10% of the Bid Price.

.2 Endorse the Bid Bond (or certified cheque) in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

.3 The security deposit will be returned after delivery to the Owner of the required Performance and Labour and Materials Payment Bonds by the accepted bidder.

.2 Consent of Surety.

.1 Submit with the Bid Form and Bid Bond a consent of surety stating that the surety providing the Bid Bond is willing to supply a 50% Performance bond and a 50% Labour and Materials bond in respect of the due performance of the work

.2 Include the cost of bonds in the Bid Price.

.3 The Performance and Labour and Materials bonds are to be based on the contract price plus value added taxes.

.3 Appendices

.1 Appendix A: List of Bid Documents.

.2 Appendix B: Alternative Prices.

.3 Appendix C: Detailed Schedule of Prices

1.4 Evaluation of Bids

.1 Bids will be rejected for the following major bid irregularities:

.1 Late bids that are not received before the expiry of specified date and time will be rejected.

.2 Bids that are not received at the address provided herein or in the manner described within these instructions (defined in item 3.1 - Bid Method, above). Submission of bids by email or fax will not be accepted.

.3 Bids that are not accompanied with the specified bid enclosures (defined in item 3.3 - Bid Enclosures, above).

.4 Bid Forms that have not been completed in full will be considered incomplete and void.

.5 Bids that are unsigned, improperly signed or sealed. Note: bids must be signed by authorized signing officer and accompanied by corporate seal.

.6 Bids that are informal, conditional or have been qualified.

.7 Bids that are illegible.

.8 Bids that do not meet the defined schedule.

.2 Bids containing the following minor bid irregularities will not be rejected and will still be considered by the owner:

.1 Bids containing arithmetical errors may, at the owner's discretion, not be rejected. Rather, prior to disclosure of the bid results the bidder will be contacted and given the opportunity to clarify the arithmetical error or will be allowed to withdraw their bid.

.2 Bids received without the corporate seal, will not be rejected if the bid form is signed or executed by a principal duly authorized to bind the company.

1.5 Permits/Taxes

.1 Unless stipulated otherwise all bidders will be required to obtain and pay for all required permits. Include all costs associated with obtaining permits in the base bid price.

.2 The building permit will be obtained and paid by the City.

.3 All applicable taxes and duties are to be included in the Bid Price, excluding Value Added Taxes (HST), which is reported separately.

1.6 Offer Acceptance or Withdrawal

.1 The Owner reserves the right to reject any or all offers.

.2 The offer shall remain open for 60 calendar days from the closing date for submission of bids whether any other bid for the same work has been previously accepted or not.

.3 After acceptance by the Owner, the Consultant, on behalf of the Owner, will issue to the successful Bidder a written letter of intent to contract.

.4 Withdrawal of Bids

.1 Bids may be withdrawn at any time prior to the Bid closing date.

.2 Withdrawal or qualification of the Bid following Bid closing is not permitted.

END OF SECTION 00100

1 Reference

.1 The Stipulated Price Contract form of agreement (Canadian Construction Documents Committee Standard Construction Document CCDC 2 – 2008) will be executed for this project.

.2 Refer to and be governed by the General Conditions of the Stipulated Price Contract, Standard Construction Document, CCDC 2 – 2008, except as amended and supplemented by the Supplementary Conditions contained in Section 00300.

.3 The Stipulated Price Contract (CCDC 2 – 2008) referenced above is not reproduced herein but is available at local construction association offices.

END OF SECTION 00200

The General Conditions for this contract, CCDC 2 – 2008 are hereby amended as follows

Definitions

Add:

27 Wherever the words 'approved', 'satisfactory', 'selected', 'directed', 'permitted', 'inspected', 'instructed', 'required', 'submit', 'ordered', are used in the Contract Documents, it shall be understood that the words 'by the Consultant' follow, unless the context provides otherwise.

28 The word 'provide', with reference to materials, products and equipment, shall mean to supply and install.

Part 2 GC 5.2 Applications for Progress Payment

Add:

5.2.8 With the second and all subsequent applications for payment, including the release of holdback applications, the Contractor shall submit a Statutory Declaration. Statutory Declaration shall be "Standard Construction Document Form CCDC 9A-2001".

5.2.9 For release of holdback on work under a subcontract which is one hundred percent (100%) complete, the Subcontractor shall submit a Statutory Declaration (Standard Construction Document Form CCDC 9B-2001), which shall accompany the Contractor's Statutory Declaration for Progress Payments.

5.2.10 Partial payment is permitted on Unit Price and Lump Sum Contract items. The Contractor shall submit to the Consultant, for valuation, his proposed percentage of the work completed, prior to the formal invoice submission.

Part 3 GC 5.4 Substantial Performance of the Work

Add:

5.4.4 Following the issuance of a certificate of Substantial Performance of the Work, the Contractor shall publish the certificate in the manner provided in the Construction Lien Act, R.S.O. 1990, Chap.C.30, as amended. Provide proof of publication to the Consultant. Where the Contractor fails to provide proof of publication, the Owner shall be at liberty to publish and back charge the Contractor its reasonable costs for doing so.

Part 4 GC 6.2 Change Order

Add:

6.2.3 Where the adjustment to the Contract Price resulting from a Change Order is to be made on the basis of the actual cost of the change in the Work, the cost adjustment will be based on the following:

.1 For work done by the Contractor's forces, a maximum of 10% for overhead and 5% for profit shall be allowed.

.2 Subcontractors shall submit their accounts to the Contractor using 15% maximum total mark-up for overhead and profit.

.3 The Contractor shall be allowed 10% total for overhead and profit on accounts submitted to him by the Subcontractors.

6.2.4 The quantities shown in the Bid Form for unit price items are estimated. The final Contract Price shall be adjusted to reflect the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement. The final cost for unit price items will be based on the actual quantities and the unit prices quoted in the Bid Form.

Part 5 GC 10.2 Laws, Notices, Permits, and Fees

Delete 10.2.2 and replace with the following:

10.2.2 The Owner will apply, obtain, and pay for the building permit. The Contractor shall be responsible for permits, licenses, or certificates necessary for the performance of the Work which were in force at the date of bid closing.

Part 6 GC 11.1 Insurance

Delete paragraphs 11.1.1.3 "Aircraft and Watercraft Liability Insurance" and 11.1.1.5 "Boiler" insurance in their entirety.

Part 7 GC 11.2 Bonds

Add:

11.2.3 The Contractor shall provide a Bid Bond in the amount of 10% of the Contract Price plus value added taxes, Performance Bond in the amount of 50% of the Contract Price plus value added taxes and a Labour and Materials Bond in the amount of 50% of the Contract Price plus value added taxes.

Part 8 GC 12.3 Warranty

Delete 12.3.1 and replace with the following:

12.3.1 The warranty period with regard to the contract is two years from the date of Substantial Performance of the Work or those periods specified in the Contract Documents for certain portions of the Work or Products.

END OF SECTION 00300

1.1 Description of Work

.1 Work under this Contract is detailed in the Contract Documents and includes, but is not limited to, the supply of all labour, materials, services and incidentals in order to perform the following:

- .1 Removal and disposal of existing glazing and window systems, metal panel systems, insulation, atrium glazing, and related components.
- .2 Design and Installation of new metal cladding systems, glazing systems, and related components,
- .3 Supply and installation of new interior and exterior closures related to a shifting of the wall outwards from its current position at many locations.
- .4 Removal, but not reinstallation of party walls butting into the new wall system to a degree that will enable the work to progress.
- .5 Repair to interior floor, cleaning and heater unit finishes affected by the cladding and window work.
- .6 Mechanical and electrical work as necessary to perform the work
- .7 Temporary interior and exterior protection and access.
- .8 All other work as detailed in the drawings and specifications.

.2 Except where specified otherwise, all Sections of Division 01001 General Requirements shall apply to the Work of all other Sections of the Specifications.

1.2 Documents Required

.1 Maintain at job site one copy of each of the following:

- .1 Contract drawings.
- .2 Contract Specifications.
- .3 Addenda.
- .4 Change Orders.
- .5 Site Instructions.
- .6 Field test reports.
- .7 Copy of approved, up to date, work schedule.
- .8 Manufacturers' installation and application instructions.
- .9 Copy of the "Material Safety Data Sheet" (MSDS) for all materials and products on site as required by the "Workplace Hazardous Materials Information System" (WHMIS).

.2 A day-to-day record shall be kept of all Work performed, and shown to the Owner or the Consultant on request.

1.3 Subcontracting

.1 The subcontracting of any portion of the Work to subcontractors not identified in the required submittals will not be permitted without prior written consent of the Owner or the Consultant.

.2 Any Work subcontracted shall be under the terms and conditions described in the Contract Documents and shall in no way relieve the Contractor of his responsibilities.

1.4 Union Requirements

.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 requires the City to use only Contractors who are in contractual relations with these unions for work in the ICI sector).

1.5 Schedule and Submissions

.1 Submit to the consultant within ten (10) working days after contract award the following information:

.1 Submit a certificate of good standing with the Workplace Safety and Insurance Board (WSIB).

.2 Submit proof of insurance as required by the general conditions of this contract.

.3 Submit copies of all bonds required as part of this project.

.4 Submit names and telephone numbers of all staff members who will be directly involved in this project, such as: Project manager, superintendent and site foreman, who will be in charge of the work.

.5 A schedule showing anticipated progress stages and final completion of the work within time period quoted in the Bid Form. Schedule to include dates for the following:

.1 Submission of shop drawings, material lists and samples.

.2 Start and completion dates for all phases of work

.3 Start and completion of all major elements of work including; submittals, removals, installations of window components, installations of glazing, installations of metal panels, installation of exterior sealants.

.4 Include in the schedule approximate dates that occupants in the building will be affected by the work.

.5 Substantial completion and total completion.

.6 Submit an updated and revised schedule with each claim for payment.

.7 The schedule shall be shown in Gantt chart form, with all tasks (by phase) listed on the left hand side, dates by day across the top, and all critical path items linked.

.6 A list of all major subcontractors and suppliers for use on this project. List to include the following:

.1 Window Manufacturer

.2 Insulated Glazing Unit Manufacturer

.3 Metal panel manufacturer

.4 All other subcontractors and suppliers that will be significantly contributing to this project.

1.6 Work Sequence

.1 Construct Work in stages to accommodate Owner's use of premises during construction.

.2 Adhere to approved construction schedule and coordinate with Owner occupancy during construction.

.3 Construct Work in stages to provide for continuous public usage. Do not close off public usage of facilities until use of one stage of work will provide alternate usage.

1.7 Submittals

.1 Administrative

.1 Submit to Consultant submittals listed for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work.

.2 Work affected by submittal shall not proceed until review is complete.

.3 Review submittals prior to submission to 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 requirements of the Work and Contract Documents.

.4 Verify that field measurements and affected adjacent work are coordinated.

.2 Shop Drawings and Product Data

.1 "Shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of the Work.

.2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.

.3 Adjustments made on shop drawings by Consultant are not intended to change Contract Price.

.4 Make changes in shop drawings as consultant may require.

.5 Submit three (3) copies of shop drawings for each requirement requested in specification Sections and as Consultant may reasonably request.

.6 Submit three (3) copies of product data sheets or brochures where requested in the Specifications and as the Consultant may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.

.7 The Contractor shall always remain solely and wholly responsible for the design inherent in all shop drawings, and for assuring the drawings and design comply with all applicable codes, standards and the contract requirements and specifications, notwithstanding the review, modification or approval of the drawings by others, or the reliance or use by such others or by the party or parties producing or submitting the drawings on any digital model or database in the production, review, modification or submission of the drawings.

.3 Samples

.1 Submit, for review, samples in duplicate as requested in respective specification Sections.

.2 Deliver samples prepaid to Consultant's business address.

.4 Operating and Maintenance Manuals

.1 Two weeks prior to Substantial Performance of the Work, submit to Consultant copies of operating and maintenance manuals.

.2 Manuals to contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information.

.3 Include original copies of all written warranties requested for this project within the operating/ maintenance manuals.

.4 Bind contents in a three-ring, hard covered, plastic jacketed binder. Organize contents into applicable categories of work, parallel to Specifications Sections.

.5 Record Drawings

.1 After award of Contract, Consultant will provide a set of drawings for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Consultant.

.2 Record locations of concealed components of mechanical and electrical services.

.3 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Consultant.

.4 On completion of Work and prior to final inspection, submit record documents to Consultant.

1.8 Progress Claims

.1 Submit a draft cost breakdown for review and approval by the Consultant a minimum of 2-weeks prior to the first progress claim. As a minimum the breakdown should reflect the following tasks and/or items of work,:

.1 Mobilization, hoarding and protection.

.2 Removals.

.3 Window systems installation.

.4 Wall Cladding Systems

.5 Glazing installation.

.6 Sealant installation.

.7 Interior repairs

.8 Cleaning and demobilization.

.2 Progress claims submitted for payment during the course of the project shall be based on the cost breakdown approved by the Consultant.

.3 All cash allowance or change directive work must be supported by back-up invoices and timesheets from the sub-contractor or general contractor as applicable. For tracking and budgeting purposes, claims must be submitted within a minimum of 14 days from the occurrence of the event. Failure to provide the appropriate back-up documentation in a timely fashion

(within 30 days) may result in the claim being ineligible for payment. The following minimum criteria have been established for work to be billed under the cash allowance:

.1 Consultant will define the limits of the work to be completed under the cash allowance, and will assign a specific incident number to each area requiring repair. Billing for work completed under the cash allowance must reference the defined incident number and specific location on the building (i.e. affected rooms and phase of work).

.2 Billing for services provided under any of the defined cash allowances will generally follow the parameters defined in CCDC 2 - 2008, General Conditions 6.3 – Change Directive, item 6.3.7.

.3 Progress claims shall be submitted in duplicate the first week of each month for the Work completed the previous month. Only one claim per month shall be submitted.

.4 A revised and updated work schedule shall be submitted by the contractor with each progress claim.

.5 Timeline for payment of progress claims will be made in accordance with the general conditions of the CCDC-2 contract.

1.9 Measurement for Payment

.1 Provide 24 hours' notice to the Consultant to permit required measurements for payment.

1.10 Contractor's Use of Site

.1 The Contractor will be permitted to work only between 7:00a.m. and 11:00p.m. Monday to Sunday including statutory holidays. No additional costs to the contract will be considered for overtime or work on statutory holidays.

.2 Due to occupancy of the existing buildings and grounds, areas of work, storage, and disposal bin location on site will be designated by the Consultant before commencement of Work. The boundaries established thereby shall be strictly observed. Do not unreasonably encumber site with materials or equipment which interfere with use of the premises by the Owner.

.3 Obtain and pay for use of additional storage or work areas as needed for operations at no additional expense to the owner.

.4 When required, close off access to site by placing barricades or posting guards to prevent access to unauthorized personnel. Unauthorized personnel shall mean the public and anyone not directly concerned with the execution, supervision or inspection of the Work.

.5 Walls and floors of stairs and elevators shall be protected with plywood and/or heavy canvas sheets if they are to be used for the transportation of materials or equipment. Co-ordinate use with the Owner.

.6 Limited parking will be permitted on site for marked company vehicles only, at locations designated by the Owner.

.7 No advertisements or company signs, other than safety or warning signs, are permitted on the building or site.

.8 The Contractor shall be responsible for care and cleaning of areas within the building that are affected by the Work.

.9 Due to occupancy of the existing buildings and grounds, the contractor will be expected to work with the building manager to schedule noisy or disruptive work to minimize disruption to the occupants.

.10 No music is allowed to be played on site during the work.

1.11 Construction Facilities and Temporary Controls

.1 Provide construction facilities and temporary controls in order to execute work expeditiously. Remove from site all such work after use.

.2 Erect hoarding to protect public, workers, public and private property from injury or damage.

.3 Provide sufficient sanitary facilities for workers in accordance with local health authorities. Maintain in clean condition. Existing facilities, if designated for Contractor's use, are to be maintained throughout the construction period.

.4 Provide temporary heating required during construction period, including attendants, maintenance and fuel, at no additional cost to the owner. Ventilate heated areas and keep building free of exhaust or combustion gases.

.5 The Owner will provide potable water for construction use.

.6 The Owner will pay for power required during construction for the operating of power tools, to a maximum supply of 120 volts 20 amps. For power requirements in excess of this amount, arrange for connection with appropriate utility company and pay costs for installation, maintenance and removal. Temporary power in excess of that provided is the responsibility of the Contractor.

.7 Provide and pay for temporary telephone necessary for own use.

.8 Prevent overloading of any part of the building. Do not store or stockpile material or equipment on floors or roofs. Do not cut, drill or sleeve any load-bearing structural member.

.9 Protect existing work or work of other trades from damage. Damaged work shall be made good by appropriate trades at the Contractor's expense.

.10 Provide weathertight closures to unfinished door and window openings, and all openings in roofs and walls. Take precautions to protect openings made in the building from entry of elements and of persons during the construction and to protect existing structure and finishes from damage resulting from construction work. Work damaged or defaced due to failure to provide such protection shall be removed and replaced, or repaired, as directed by the Consultant at no additional cost to the owner.

.11 The Contractor shall provide tarpaulins and/or other coverings for the protection of interior finishes or furnishings, and exterior surfaces where materials are being hoisted to the roof.

.12 Drips or smears of bitumen, adhesives, caulking or sealing compounds on adjacent work, interior finishes, carpet or furniture, shall be removed completely without damage to the building.

.13 Suitable platforms, wheeling stages and/or similar cover shall be provided to protect the roof system from possible damage caused by material and equipment being moved, mounted or stored on the roof system.

.14 Provide temporary weather-tight closures to all openings in the building caused as a result of the work.

.15 Where security has been reduced by work of Contract, provide temporary means to maintain security.

.16 Provide temporary dust screens, barriers and warning signs in locations where renovation and alteration work is adjacent to occupied areas.

.17 Execution of work within occupied premises shall cause a minimum interference with the use of the building. Maintain maximum safety to occupants during work. Take reasonable measures for control of noise and dust. Dust protection measures will be judged by their effectiveness. Any clean-up required is to be completed by the Contractor at no cost to the Owner.

.18 Provide and maintain temporary fire protection equipment during performance of work as required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

.19 Do not operate any equipment or machinery, or undertake any dust generating operations, near or adjacent to air intakes. Provide protection to air intakes as required to prevent the entry of dust or other contaminants into the building or building mechanical systems or those of the surrounding buildings.

1.12 Project Meetings

.1 A start-up meeting shall be called prior to commencement of Work and at a suitable time and location, as approved by Consultant.

.2 The Contractor will schedule and administer project progress meetings at least every two weeks. The Contractor shall assume responsibility for recording and distributing minutes within 3 working days following the meeting. The minutes shall indicate actions to be taken, and by which party.

1.13 Codes and Standards

.1 These Specifications are not intended as a detailed description of installation methods; they indicate particular requirements in the completed Work.

.2 All work shall conform to the most recent edition of the Ontario Building Code (2012), together with all its related supplements, hereinafter referred to as the "OBC" or "Code". Where Drawings and Specifications exceed the Code requirements, construct in accordance with the more stringent requirements.

.3 Where a material is designated on Drawings or in the Specifications for a certain application, unless otherwise specified, that material shall conform to standards designated in the OBC. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards invoked by the OBC.

.4 Where reference is made to a specification/code/standard, conform to the latest edition of the specification/code/standard, as amended, to date of Bid closing.

1.14 Quality Control

.1 Work will be reviewed by the Consultant to evaluate general conformance with the Contract Documents. The Contractor is responsible to maintain quality control over all aspects of the Work.

.2 Review and testing are precautions against oversight or errors in the performance of the Contract. These precautions do not in any way relieve the Contractor of his responsibility to perform the Work in conformance with the Contract Documents.

.3 The Owner and the Consultant shall have unlimited access to the Work. If parts of the Work are in preparation at locations other than the Place of the Work, access shall be given to such work during normal business hours.

.4 Give forty eight (48) hours' notice requesting review if work is designated for review or approvals by the Consultant.

.5 If the Contractor covers or permits to be covered work that has been designated for special tests, review or approvals before such is made, uncover the work, have the review or tests satisfactorily completed and make good all work.

.6 The Consultant may order any part of the Work to be examined if such work is suspected to be not in accordance with the Contract Documents. The Contractor shall be responsible for the cost of examination, replacement or repair, unless the work is found to be acceptable in which case the Owner would pay for costs.

.7 Remove defective work, whether the result of poor workmanship, use of defective products or damage and whether incorporated in the Work or not, which has been rejected by the Consultant as failing to conform to the Contract Documents. Replace or re-execute in accordance with the Contract Documents.

.8 Make good other contractor's work damaged by such removals or replacements promptly.

1.15 Setting Out of Work

.1 Line and levels are generally as shown on drawings.

.2 Verify lines, levels and dimensions and report errors or inconsistencies in the drawings to the Consultant before commencing.

.3 Examine the work of others upon which the work depends. Report to the Consultant in writing any defects in such work.

.4 Assume full responsibility for and execute complete layout of Work to locations, lines and elevations indicated.

.5 Provide devices and equipment required to lay out and construct Work.

.6 Drawings are, in part, diagrammatic and are intended to convey scope of work and indicate general and approximate location, arrangement and size of fixtures and equipment. Obtain more accurate information about locations, arrangements and sizes at the site and become familiar with conditions and spaces affecting these matters before proceeding with work. Where job conditions require reasonable changes in indicated locations and arrangements, make changes at no additional cost to Owner. Similarly, where existing conditions interfere with new installations and require relocation, include such relocation, in the work of this Contract.

1.16 Mock-ups

.1 Prepare mock-ups for work specifically requested in the specifications. Include for work of all Sections required to provide mock-ups.

.2 Construct in locations as directed by the Consultant.

.3 Prepare mock-ups for Consultant review with reasonable promptness and in an orderly sequence, so as not to cause any delay in the Work. Provide a minimum of 48hrs notice to the consultant to allow for review of mock-ups.

.4 Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.

.5 The approved mock-up may form part of the completed Work at the discretion of the Consultant.

1.17 Location of Equipment and Fixtures

.1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.

.2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.

.3 Inform Consultant of impending installation and obtain his approval for actual location.

.4 Where unknown services are encountered, immediately advise Consultant and confirm findings in writing.

1.18 Additional Drawings

.1 Consultant may furnish additional drawings to assist proper execution of Work. These drawings will be issued for clarification only. Such drawings shall have same meaning and intent as if they were included with plans referred to in Contract documents.

1.19 Cutting and Patching

.1 Submit written request in advance of cutting or alteration which affects the integrity of structural elements, weather-exposed or moisture-resistant elements, visual qualities of sight-exposed elements, or work of Owner or other contractor.

.2 Inspect existing conditions, including elements subject to damage or movement during cutting and patching. After uncovering, inspect conditions affecting performance of the Work. Beginning of cutting or patching means acceptance of existing conditions.

.3 Perform cutting, fitting, and patching as necessary to complete the Work. Provide openings in non-structural elements for penetrations of mechanical and electrical work. Prepare surfaces properly to receive patching and finishing. Restore work with new products in accordance with the Contract Documents or to match existing.

.4 At penetration of fire-rated wall, ceiling, or floor construction, completely seal voids with fire rated material for full thickness of construction element.

1.20 Contractor's Options for Selection of Materials

.1 Where materials are required to be listed on the "Canadian General Standards Board, Qualified Products List", select any manufacturer so listed.

.2 Materials specified by a Standard or Performance specification, select any material meeting or exceeding the specified requirements (applicable only during the time of tendering). Following tender close the contractor will be required to use the specified products or systems. Upon request of the Consultant, obtain from manufacturer an independent testing laboratory report, showing that the material or equipment meets or exceeds the specified requirements.

.3 Materials specified by naming one or more materials, select any material named. For the purpose of these specifications, the term "Acceptable Material" is deemed to be a complete and working

commodity as described by a manufacturer's name, catalogue number, trade name or any combination thereof.

1.21 Substitution

.1 No substitutions for specified materials will be permitted without prior written approval of the Consultant.

.2 Requests for substitution shall be submitted to the Consultant in writing. Such request must include statements of respective costs of items originally specified and the proposed substitution. The request shall include a complete a description of the item (manufacturer, brand name, catalogue number, etc.) and technical data.

.3 Proposals will be considered by the Consultant if:

.1 materials selected by the Contractor from those specified are not available;

.2 delivery date of materials selected from those materials specified would unduly delay completion of contract, and;

.3 the proposed substitute material is considered by Consultant to be functionally equivalent to the material specified.

.4 Where substitutions are permitted, the Contractor shall bear any extra cost of evaluating the acceptability of the materials and equipment to be installed, and additional costs for preparation of drawings, sketches and specifications by the Consultant or others.

.5 Should the proposed substitution be accepted either in part or in whole, assume full responsibility and costs when the substitution affects other work.

.6 Amounts of all credits arising from the approval of substitutions will be determined by the Consultant and Contractor. The Contract Price will then be reduced accordingly.

1.22 Material and Equipment

.1 Products, materials, equipment and articles incorporated in the Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided. Should any dispute arise as to quality or fitness of items incorporated in the Work, decision rests strictly with Consultant based upon requirements of the Contract Documents.

.2 Defective products will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at Contractor's expense and be responsible for delays and expenses caused by rejection.

.3 Provide and maintain, in a clean and orderly condition, lockable weatherproof trailers for storage of tools, equipment and materials.

.4 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause the least interference with work activities.

.5 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.

.6 Notify Consultant in writing of any conflict between these specifications and manufacturer's instructions. Consultant will designate which document is to be followed.

.7 Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact. Store material and equipment in accordance with suppliers' instructions.

.8 Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.

.9 Touch up damaged factory finished surfaces to Consultant's satisfaction. Use primer or enamel to match original. Do not paint over name plates.

1.23 Removed Materials

.1 Except as expressly stated otherwise, material indicated for removal becomes the property of the Contractor and shall be taken from the site. Material removed from the site shall be disposed of in accordance with all Federal, Provincial and Municipal regulations.

1.24 Workmanship

.1 Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Consultant if required work is such as to make it impractical to produce required results.

.2 Do not employ any unfit person or anyone unskilled in their required duties. The Consultant reserves the right to require the dismissal from the site workers deemed incompetent, careless or insubordinate.

.3 In cases of dispute decisions as to the quality or fitness of workmanship rest solely with the Consultant, whose decision is final.

.4 Furnish all labour, materials and equipment to complete the Work including all incidental items that by implication, good trade practice, or customary usage, are required to complete the Work even though they may not be specifically mentioned or shown.

1.25 Public Utilities

.1 Notify public utilities and obtain locates prior to excavation.

1.26 Cleaning

.1 When the Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining work.

.2 Maintain the Work at least on a daily basis free from accumulations of waste material and debris. Provide a waste container and remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the Consultant. Cost for removal and disposal of waste material shall be included in the Contract Price.

.3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

.4 Remove dirt and dust, clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical, electrical fixtures and interior and exterior surfaces. Vacuum carpets. Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer. Replace or repair as directed by the Consultant broken, scratched, stained or disfigured building elements.

.5 Clean roofs, gutters, downspouts, and drainage systems upon completion of the Work.

.6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.

.7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.

.8 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly repaired surfaces nor contaminate building systems.

.9 Broom clean paved surfaces, rake clean other surfaces of grounds as directed by Owner or Consultant.

.10 Make good any damage to the landscaping, sodding and flower beds of the site damaged by the Contractor's equipment, materials or his work force. Repairs to any damaged grassed areas must include laying new topsoil and sod.

1.27 Documents

.1 Provide warranties fully executed and notarized.

.2 Submit a final statement of accounting giving total adjusted Contract Price, previous payments, and monies remaining due.

.3 Provide a statutory declaration that all sub-trades and suppliers have been compensated for materials and labour.

.4 Publish the Certificate of Substantial Performance in a construction trade newspaper. The 45 day lien period shall commence upon the date of publication. Comply with the requirements of the Construction Lien Act of Ontario.

.5 Submit certificate of good standing from the Workplace Safety and Insurance Board.

1.28 Inspection/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 and/or corrected and the building is clean and in condition for occupancy. Notify the Consultant, in writing, of satisfactory completion of the Work and request an inspection.

.2 During the final inspection by the Consultant and Owner, a list of deficiencies and defects will be tabulated. Correct all identified deficiencies as part of the work.

.3 All deficiencies and defects are to be corrected prior to release of final payment.

END OF SECTION 01001

Part 1 General

1.1 References

.1 Occupational Health and Safety Act R.S.O. 1990 (O.H.S.A) and Regulations under the Act.

.2 Ontario Regulation 213/91 (O.Reg. 213/91)

.3 CAN/CSA-S269.1-1975 (R2003) Falsework for Construction Purposes.

.4 CAN/CSA-S269.2-M87 (R2003) Access Scaffolding for Construction Purposes.

.5 CAN/CSA-Z271-10 Safety Code for Suspended Elevating Platforms.

.6 CAN/CSA-Z91-02, Health and Safety Code for Suspended Equipment Operations.

.7 National Building Code of Canada, 2015.

.8 Ontario Building Code, 2012.

1.2 Construction Safety Measures

.1 Observe construction safety measures of National Building Code Part 8, Provincial Government, Workplace Safety and Insurance Board, and municipal authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.

.2 Comply with the requirements of the Occupational Health and Safety Act and Regulations for Construction Projects.

.3 For the purpose of the Occupational Health and Safety Act the Contractor will, with respect to the work, be designated the 'constructor' as therein defined, and the Contractor shall assume the responsibilities of the constructor as set out in the Act and its Regulations, including the implementation of such precautions and safeguards as will protect all workers and other persons from any adverse effects caused by designated substances and/or hazardous materials originating at, or brought onto the site.

.4 If the Contractor encounters any of the designated substances defined in the Occupational Health and Safety Act he shall stop all work and notify the Consultant prior to undertaking any further work.

.5 Supply and maintain a health and safety plan throughout the duration of the Contract. Train and indoctrinate all personnel who will be involved in the work. Perform all work in a workmanlike manner with due regard for the safety of workers and public.

.6 Provide full hoarding and enclosures as made necessary by the work to protect the public, workers, and public and private property from injury or damage. Supply, erect and maintain construction hoarding in accordance with the Occupational Health and Safety Act. Provide fenced enclosures around all areas of work. Construction fencing is to include panelized, 1800mm (6 foot) high, heavy duty galvanized welded wire steel fencing with a sturdy tubular frame.

.7 The successful Bidder must maintain compliance with the provisions of the City's Contractor Pre-Qualification Program for the duration of onside work on this Contract. Provisions of this Program include, but are not limited to, WSIB and Liability Insurance Coverage; existence and documentation of a Health & Safety Program including Safe Work Practices; and Accessibility Training. It is the responsibility of the Contractor to ensure that all Subcontractors engaged for the Project also attain and maintain compliance with the requirements of the Program. Further

details concerning the requirements of the City's Contractor Pre-Qualification Program can be obtained by contacting Mr. Aldo Iacoe, Health & Safety Coordinator at 705-759-5367; email a.iacoe@cityssm.on.ca.

1.3 Overloading

.1 Ensure no part of Work is subjected to loading that will endanger its safety or will cause permanent deformation.

1.4 Falsework

.1 Design and construct falsework in accordance with CSA S269.1.

1.5 Scaffolding

.1 Design and construct scaffolding in accordance with CSA S269.2

1.6 Suspended Work Platforms

.1 The supply, installation and operation of Suspended work platforms (swing stages) shall conform to O.Reg. 213/91, CAN/CSA-Z271-10 and CAN/CSA-Z91.

.2 The consultant shall use suspended work platforms to review construction and compliance with the project documents. The supply, installation and operation of the suspended work platform for this project under O.Reg. 213/91 is responsibility of the contractor.

.3 The contractor shall submit to the consultant, for the review of the consultant's project employees on site, all documentation required by O.Reg. 213/91 including but not limited to the following:

.1 Project specific emergency rescue plan for workers working from suspended work platforms.

.2 Project specific risk hazard assessment for work related to suspended work platforms.

.3 Site-specific work plan.

.4 The documentation listed in article 1.6.2 of this section shall be submitted to the consultant at the following times:

.1 Prior to commencement of suspended work platform operations

.2 Every time any documentation is revised

.3 As requested by the consultant on-site

.5 The contractor's representative responsible for the site-specific work plan is to review all documentation listed in article 1.6.2 with consultant's project employees prior to using a suspended work platform in accordance with O.Reg. 213/91

.6 The contractor's representative responsible for the site-specific work plan is to provide on-site review of the safe operation of the suspended work platforms including emergency protocols to the consultant's project employees prior to using suspended work platforms.

.7 The contractor is responsible for the health and safety in the project. In the event of a dispute between the consultant's project employees and the contractor regarding conformance of the suspended working platform and setup with O.Reg. 213/91 the contractor is to arrange for a meeting between all parties and the Ministry of Labour's designated authority on site to review and resolve the dispute.

1.7 WHMIS

.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets (MSDS) acceptable to Labour Canada and Health and Welfare Canada.

.2 Deliver copies of WHMIS data sheets to the Consultant on delivery of materials.

Part 2 Products (not applicable)

Part 3 Execution (not applicable)

END OF SECTION 01545

Part 1 General

1.1 DESCRIPTION

.1 Supply labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to, the following:

.1 Suspended access equipment, temporary hoarding and protection:

.1 Supply, erect and maintain all required engineered suspended access equipment to facilitate work of this project. Suspended access equipment and its operation shall conform to CAN/CSA Z271 "Safety Code for Suspended Powered Platforms" and the Occupational Health and Safety Act. Contractor is responsible for proper erection and maintenance of all suspended access equipment.

.2 Design, supply, erect and maintain covered overhead protection and scaffolding over all public sidewalks, building entrances, exit doors, emergency exit doors and delivery areas.

.3 Erect construction fencing to enclose all material storage areas at grade level and to enclose the area of work located directly below swing stages not protected by overhead protection. Erect all construction fencing to define a zone a minimum of 12 feet away from the building, to restrict public access below the area of work.

.4 Design, supply, erect and maintain interior temporary hoarding at each location of window/cladding replacement. The contractor is to design the hoarding so that no exterior elements or construction dust/debris enters interior occupied space.

.2 Demolition/removals:

.1 Remove and dispose of all identified windows, and curtain wall as indicated on the drawings. Removals generally include, but are not limited to the following; all window frames, glazing, exterior sealant, wood blocking, exterior flashings aluminum panels, trim, localized interior drywall and associated operating hardware, metal panels, metal panel supports, insulation, some steel angle supports, sloped metal roofing, louvres, and doors, as detailed on the drawings.

.2 Perform all other removals as specified on the drawings or indicated herein.

.3 Note: Existing window coverings are to be removed and disposed of

.4 Existing furniture adjacent to work areas will be moved by the contractor to facilitate the work. The owner will work with the contractor in this task to make furniture able to be moved.

1.2 REFERENCES

.1 Canadian Standards Association (CSA)

.1 CAN/CSA S269.2-2016, "Access Scaffolding for Construction Purposes".

.2 CAN/CSA Z91-02, "Health and Safety Code for Suspended Equipment Operations".

.3 CAN/CSA Z271-98 (R2003), "Safety Code for Suspended Powered Platforms".

.2 Comply with National Building Code of Canada, Part 8, "Safety Measures at Construction and Demolition Sites", and Provincial requirements.

.3 Occupational Health and Safety Act and the Occupational Health and Safety Regulations, Ontario (R.S.O. 1990).

.4 Ontario regulation 213/91 (O.Reb.213/91)

1.3 **WASTE MANAGEMENT AND DISPOSAL**

.1 Separate waste materials generated from demolition for recycling where appropriate. Materials to be recycled include but are not limited to the following:

.1 All waste metal.

.2 All cardboard and paper

.3 All waste wood products

.4 Existing waste insulation

1.4 **SUBMITTALS**

.1 Submit the following in accordance with Section 01001 "General Requirements", item 1.6 "Submittals":

.1 Submit erection drawings to the consultant for covered overhead protection and scaffolding over all public sidewalks, building entrances/exits and delivery areas. Erection drawings are to be signed and sealed by a professional Engineer licensed in the province of Ontario.

1.5 **NOTICE**

.1 If hazardous material is encountered in the course of demolition work, stop work and notify the Consultant immediately. Do not proceed until written instructions have been received from the Consultant.

Part 2 Products

2.1 **NOT USED**

.1 Not used.

Part 3 Execution

3.1 **CONSTRUCTION HOARDING AND OVERHEAD PROTECTION**

.1 Design, supply, erect and maintain covered overhead protection and scaffolding over all public sidewalks, building entrances/exits and delivery areas as work progresses on each elevation. Design scaffolding and overhead protection in accordance with CAN/CSA S269.2 and the Occupational Health and Safety Act. Design of all overhead protection must maintain a similar level of building security and lighting as existing and allow the building to remain in use as intended.

.2 Erect construction fencing to enclose the area of work located directly below swing stages that is not protected by overhead protection to restrict pedestrian/public access below the area of work. Erect construction fencing to a minimum of 12 feet away from the base of the

building, or as indicated otherwise by the consultant on site. Supply, erect and maintain construction fencing in accordance with the Occupational Health and Safety Act.

.3 Review layout and construction of hoarding/fencing with Consultant prior to proceeding.

.4 Construction fencing to consist of panelized, 6 foot high, heavy duty, welded wire steel fencing on a sturdy tubular frame. Lock or clamp sections of fencing together.

.5 Post construction signage indicating "Non-authorized access to area of work" and "overhead Work" as required.

3.2 **SUSPENDED ACCESS EQUIPMENT**

.1 Design, supply, erect and maintain suspended access equipment to facilitate work of this project. Suspended access equipment and its operation shall conform to CAN/CSA Z271-10 R20 "Safety Code for Suspended Powered Platforms" and the Occupational Health and Safety Act. Contractor is responsible for proper erection and maintenance of all suspended access equipment.

3.3 **ENVIRONMENTAL SEPARATION**

.1 Construct a temporary continuous environmental separation to the interior of the exterior wall in areas where the removals include the removal and demolition of interior drywall and window removal work. In these areas the contractor will be required to protect the interior of each occupied space from demolition debris and dust. Minimum dust screen construction requirements include the following:

.1 Plywood secured to 2x4 framing and secured from floor to ceiling. Hoarding should be sealed to prevent environmental and dust infiltration into the occupied space. Protect existing floor and ceiling surfaces from damage.

.2 Alternatives will be considered in non-occupied spaces.

3.4 **PREPARATION/ PROTECTION**

.1 Provide drop sheets, tarps and/or other means to protect all existing furniture, carpeting and all other interior finishes designated to remain during removal and replacement of the windows systems.

.2 All windows removed are to be replaced with the new window and panel systems within the same day. However, if for an unforeseen circumstance the new windows cannot be installed the same day, the contractor will be required to reinstall the existing window in a weather tight condition or install temporary protection sufficient to resist wind and guard loads, until such time that the new window system can be installed.

.3 Keep noise, dust, and inconvenience to occupants to minimum.

.4 Protect all interior and exterior building components and finishes designated to remain in place from damage. Make good any items damaged as a result of the work to the satisfaction of the owner and consultant at no additional cost.

.5 Protect all building systems, services and equipment.

.6 Provide temporary dust screens, covers, railings, supports and other protection as required, by the owner and/or consultant.

.7 Comply with the requirements of the Occupational Health and Safety Act and the contractor's project specific health and safety plan, with respect to worker personal

protective equipment. As minimum provide all workers with respiratory protection (e.g., N95 disposable respiratory), gloves and eye protection.

3.5 **SAFETY**

.1 Unless otherwise specified, carry out removal and demolition work in accordance with Section 01001 - General Requirements and Section 01545 - Safety Requirements.

3.6 **PREPARATION**

.1 Disconnect and temporarily re-route electrical, telephone, cable and other services located within the exterior wall in accordance with the authority having jurisdiction. Post warning signs on electrical lines and equipment which must remain energized to serve occupants or other properties during the removals period.

.2 Disconnect and temporarily cap designated mechanical services in accordance with authorities having jurisdiction. If disconnection of wire and/or gas line is required, the disconnection must be made by qualified tradesmen.

.3 Do not disrupt active or energized utilities intended to remain undisturbed.

.4 Do not disrupt, disconnect or otherwise affect services or utilities without written approval from the owner and/or consultant.

.5 Building is to remain occupied throughout duration of project. Contractor to coordinate and facilitate to building spaces. Provide 48 hours minimum notice to gain access.

3.7 **REMOVALS**

.1 Remove and dispose of all identified window and metal cladding systems and all related installation components and surrounding wall finishes as indicated on the drawings or specified herein.

.2 Remove and dispose of all existing wood blocking, interior drywall and insulation below all window systems to limits shown on the drawings.

.3 Remove existing equipment, services, and obstacles where required for refinishing or making good of existing surfaces, and replace as work progresses.

.4 Dispose of removed materials, except where noted otherwise, in accordance with authorities having jurisdiction.

.5 At the end of each day's work, leave work site in a safe condition so that no part poses a safety risk or will be detrimental to the stability of the building, assembly or components. All windows must be replaced the same day as they are removed. If windows cannot be replaced the same day as they are removed, the contractor will be required to provide adequate protection from weather, security and falling (guard) hazards. Review proposed protection with the consultant.

.6 Protect all interior finishes, assemblies and components not being removed from damage at all times. Make good any items damaged as a result of the work at no additional cost to the owner.

.7 Use dust suppression methods, such as misting (not soaking) surfaces prior to removals, only as approved by the consultant.

.8 As a minimum, interior work areas and areas used by remedial workers for egress shall be vacuumed with a high-efficiency particulate air filter (HEPA) and cleaned with a damp cloth and/or mop and detergent solution.

3.8 **CLEANING**

.1 Following completion of all work. The contractor will be required to wipe clean and vacuum all interior surfaces using a high-efficiency particulate air filter (HEPA) vacuum and clean all interior surfaces with a damp cloth and/or mop and detergent solution.

.2 At the end of each working day, the occupied space behind the hoarding is to be checked and if dirty, is to be vacuumed and have all construction materials and equipment removed.

END OF SECTION 02221

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Supply, fabricate and install misc. wood and plywood blocking at window bases, roof connections, and similar.

1.2 REFERENCES

.1 Canadian Standards Association (CSA)

.1 CSA B111-1974 (R2003), Wire Nails, Spikes and Staples.

.2 CSA O80 Series-08, CSA Standards for Wood Preservation.

.3 CAN/CSA-O86-09 "Engineering Design in Wood"

.4 CSA O121-08, Douglas Fir Plywood.

.5 CAN/CSA-O141-05, Softwood Lumber.

.6 CSA O151-09, Canadian Softwood Plywood.

.7 CAN/CSA-O325-07, Construction Sheathing.

.8 CAN/CSA-O437 Series-93 (R2001), CSA Standards OSB and Waferboard.

.2 American Society for Testing and Materials (ASTM)

.1 ASTM A653/A653M-11, Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanealled) by the Hot-Dip Process.

.2 ASTM A123/A123M-12, Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

.3 The American Society of Mechanical Engineers (ASME)

.1 ASME B18.2.1, Square and Hex Bolts and Screws (Inch Series).

.4 National Lumber Grades Authority (NLGA)

.1 Standard Grading Rules for Canadian Lumber 1991.

.5 Western Red Cedar Lumber Association "Designer's Handbook".

.6 2012 Ontario Building Code.

1.3 QUALITY ASSURANCE

.1 Lumber identification: by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.

.2 Plywood identification: by grade mark in accordance with applicable CSA standards.

.3 Plywood, OSB and wood based composite panel construction sheathing identification: by grademark in accordance with applicable CSA standards.

1.4 WASTE MANAGEMENT AND DISPOSAL

.1 Separate metal, plastic, wood and corrugated cardboard-packaging and place in designated areas for recycling. Recycle waste materials in accordance with all provincial and municipal guidelines.

.2 Remove from site and dispose of packaging materials at appropriate recycling facilities.

.3 Do not dispose of treated wood through incineration.

.4 Dispose of treated wood, end pieces, wood scraps and saw dust in accordance with all provincial and municipal guidelines.

.5 Do not dispose of unused preservative material into sewer system, into streams, lakes, onto ground or in other locations where they will pose health or environmental hazard.

.6 Dispose of unused wood preservative material at official hazardous material collections site in accordance with municipal guidelines.

.7 Set aside damaged wood and dimensional lumber off-cuts for approved alternative uses (e.g. bracing, blocking, cripples, bridging). Store this separated reusable wood waste convenient to cutting station and area of work.

1.5 QUALIFICATIONS

.1 Carpentry work shall be completed by competent tradesmen, experienced and qualified in the work that is required. A minimum of 5 years experience is required for all carpentry and framing work.

Part 2 Products

2.1 LUMBER MATERIAL

.1 Lumber: unless specified otherwise, softwood lumber, No.1 and No.2, S4S, moisture content 19% or less in accordance with following standards:

.1 CAN/CSA-O141.

.2 NLGA Standard Grading Rules for Canadian Lumber.

.2 Framing and board lumber: in accordance with 2012 Ontario Building Code and CAN/CSA-O86, sizing to match existing, or as defined on the drawings.

.3 Furring, blocking, nailing strips, grounds, rough bucks and sleepers:

.1 Board sizes: "Standard" or better grade.

.2 Dimension sizes: "Standard" light framing or better grade.

.3 Post and timbers sizes: "Standard" or better grade.

.4 Preservative for new lumber and plywood to be used around rough window openings or used in locations exposed to weather shall be Alkaline Copper Quaternary (ACQ). Preservative for new pressure treated lumber must be factory applied.

.5 Wood preservative for field treatment of end cuts for ACQ treated lumber, as recommended by pressure treated lumber manufacturer.

2.2 EXTERIOR SHEATHING

.1 Douglas fir plywood (DFP): to CSA O121, sheathing grade, 19mm (3/4"), as noted on the drawings.

.2 Canadian softwood plywood (CSP): to CSA O151, Sheathing Grade, 19mm (3/4") thick, as noted on the drawings.

.3 All exterior plywood to be used as wood blocking, shims or spacers around rough window and door openings must be pressure treated material (ACQ). Pressure treating must conform to CSA 080.

.4 Type, size, grade and thickness of new exterior sheathing to match existing or as specified otherwise on the drawings.

2.3 FASTENERS

.1 Nails: to CSA B111, spiral nails with hot dipped galvanized corrosion resistant coating in accordance with ASTM A653/A653M, G185 designation (coating thickness of 1.85oz/ft2). Length and diameter of nails to suit material being secured.

.2 Wood screws (for fastening of new pressure treated (PT) wood blocking to existing wood substrates or for fastening of new windows into new PT rough window framing): Wood screws, #10 diameter and length to suit material being secured to provide minimum 38mm (1-1/2") embeddment into substrates. Acceptable Product/coating:

.1 ACQ compatible wood screws with Phillips flat head and DT1700 long life coating as manufactured by Leland Industries.

.2 Stainless steel wood screws (type as noted below).

.3 Self-tapping metal screws (for connection of pressure treated wood blocking to metal studs): Self-tapping metal screws, length and size to suit material being secured, coated with a corrosion resistant finish that is ACQ compatible. Acceptable product/coating:

.1 Master Drillers, with phillips flat head and DT2000 long life coating as manufactured by Leland Industries.

.2 Stainless steel wood screws (type as noted below).

.4 Masonry/concrete screws (for connection of wood blocking to masonry and/or concrete substrates): Self tapping concrete screws, coated with a corrosion resistant finish that is ACQ compatible. Acceptable product/coating:

.1 1/4" diameter with Phillips flat head complete with Blue Climaseal coating that is compatible with ACQ treated lumber, as manufactured by Tapcon.

.2 Stainless steel self-tapping screws (type as noted below).

.5 Galvanizing: use galvanized fasteners for exterior work, interior highly humid areas, and pressure treated lumber. Galvanizing to conform to requirements listed below.

2.4 COMPATIBILITY OF FASTENERS WITH ACQ TREATED LUMBER

.1 Fasteners used for ACQ treated wood shall be manufactured from steel either galvanized in accordance with ASTM A653/A653M, G185 designation (coating thickness of 1.85oz/ft2, both sides), or be galvanized after manufacture in accordance with ASTM A123. Alternatively, stainless steel connectors (type 304 or 316) are acceptable.

Part 3 Execution

3.1 PREPARATION

.1 Treat surfaces of material requiring wood preservative (e.g. field cuts and boring), before installation. Apply wood preservative in accordance with the manufacturer's recommendations.

.2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.

.3 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation.

.4 Select boards of longest possible lengths. Discard all boards that warped, twisted, bowed, cracked, marked, stained or are otherwise deemed defective by the consultant.

.5 Select all exposed material for appearance. Install all lumber and exposed panel materials so that grade-marks and other defacing marks are concealed or are removed by sanding where material is left exposed.

3.2 ERECTION

.1 Frame, anchor, fasten, tie and brace members as required to provide the necessary strength and rigidity.

.2 Countersink bolts and wood screws where necessary to provide clearance for other work.

3.3 INSTALLATION OF PRESSURE TREATED BLOCKING AND STRAPPING

.1 Comply with requirements of the Ontario Building Code (2012), supplemented by the following paragraphs.

.2 Install furring and blocking as required to space-out and support windows, casing, stool, window coverings and other work as required.

.3 Align and plumb faces of furring and blocking to tolerance of 1:600.

.4 Install members true to line, levels and elevations, square and plumb.

.5 Install rough bucks, nailers and linings to rough window/door openings as required to provide backing for frames and other work.

.6 Cut and/or shim new pressure treated wood blocking to provide a minimum of 2% slope away from building (as indicated on the drawings or directed on-site by the consultant).

.7 Construct continuous members from pieces of longest practical length.

.8 Use full length material where possible to minimize joints. Do not use board lengths that are less than 1200mm (4 feet). Stagger joints between plys of material to a minimum of 300mm (12").

.9 Fasten new pressure treated wood blocking to existing wood or steel stud window framing spaced at 200mm (8") o/c staggered on the interior and exterior surface of wood framing.

.10 Fasten new pressure treated vertical strapping into wood/steel stud framing only. Install fasteners spaced at 200mm (8") o/c. Attachment of strapping into exterior sheathing only will not be permitted.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Install new self-adhering membrane over existing back pans.

.2 Install new self-adhering (S/A) membrane around all rough lumber blocking, as detailed on the drawings.

.3 Install new self-adhering transition membranes to maintain continuity of air barrier system between window framing and adjacent or surrounding exterior wall, window, or roofing components, as detailed on the drawings.

.4 Install a new self-adhering membrane at all other locations shown on the drawings.

1.2 REFERENCES

.1 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-19.24-M90 Sealing Compound, Multi-component, Chemical Curing.

.2 CAN/CGSB-37.29-M89, Rubber-Asphalt Sealing Compound.

.2 Canadian Standards Association (CSA)

.1 CAN/CSA-A123.4-04 (R2013) Asphalt for use in Construction of Built-up Roof Coverings and Dampproofing and Waterproofing Systems.

1.3 STORAGE AND HANDLING

.1 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels intact.

.2 Store materials on site as per manufacturer's site storage recommendations.

.3 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada.

1.4 ENVIRONMENTAL REQUIREMENTS

.1 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

.2 No work to be carried out under conditions of rain or snow.

.3 Install membrane on dry substrates, free of snow and ice, use only dry materials and apply only during weather that will not introduce moisture into membrane system.

.4 The air/moisture barrier components or systems must be watertight at the end of each working day.

.5 If water penetrates through the exterior wall assembly into the building and causes damage as a result of the contractor providing inadequate protection, the contractor will be required to cut and remove all damaged materials, allow for inspection of damages by the

consultant, and replace all materials with new materials of equal or better quality at no additional cost to the owner.

1.5 MOCK-UP

.1 Prepare a mock-up in accordance with Section 01001, "General Requirements

.2 Perform a mock-up demonstrating the self-adhering membrane installation in a location designated by the consultant for review and acceptance, prior to proceeding with the remaining work. Mock-ups required for this project, include the following:

.1 S/A membrane installation around the rough opening of one complete window system, including integration and tie-in with the new/existing moisture barrier membrane system located on the field of the wall.

.2 S/A membrane installation enclosing one complete back pan beneath the new metal panel systems.

.3 S/A membrane tie in to roof system

.3 Do not proceed with any other membrane work until the mock-up has been reviewed and accepted by the Consultant.

.4 Complete the mock-up to the satisfaction of the Consultant. Make good, repair or redo any components of the work not meeting the standard of quality or design requirements as outline in the contact documents.

.5 When approved, Mock-up may remain and will become part of finished work. Mock-up will form the basis for the minimum standard of acceptance for all future work.

Part 2 Products

2.1 MEMBRANE AND PRIMER MATERIALS

.1 All membrane materials and related components to be from the same manufacturer

.2 Self-Adhering (S/A) Bituminous Membrane: Rubberized asphalt bonded to a film of high density cross laminated polyethylene film with a minimum total membrane thickness 1.0mm (40mils). Acceptable Materials:

.1 S/A membrane for use on exterior walls, around rough window/door openings, and at all other locations as detailed on the drawings. Acceptable Materials:

.1 Sopraseal Stick 1100, as manufactured by Soprema.

.2 Blueskin SA, as manufactured by Henry Bakor.

.3 ExoAir 110/110LT, as manufactured by Tremco.

.2 Contractor will substitute above materials, at no additional cost to Owner, for low temperature grade product to suit environmental conditions at time of application.

.3 Primer: as required and recommended by membrane manufacturer.

.4 Mastic or rubberized asphalt caulking compound (for use at joints in S/A membrane, as recommended by the membrane manufacturer or approved by the consultant): Polymer modified sealing compound, high solids, rubber asphalt sealant to CAN/CGSB-37.29-M89.

.1 Acceptable Material:

.1 Sopramastic, as manufactured by Soprema

.2 Polybitume 570-05, Polymer Modified Sealing Compound, as manufactured by Bakor.

.3 ExoAir Termination Mastic, as manufactured by Tremco.

Part 3 Execution

3.1 PREPARATION OF SURFACES

.1 The membrane applicator shall inspect all substrates prior to membrane application. Notify the Consultant in writing of any defects and/or conditions that will affect the bond or performance of the membrane system.

.2 Install membrane only to substrates acceptable to the manufacturer's written instructions or official documentation.

.3 All substrates shall be clean of oil or excess dust; all masonry joints struck flush; all concrete surfaces shall be free of large voids, spalled areas or sharp protrusions.

.4 Repair any damaged substrate or where joints between boards exceed 6mm (1/4") width.

.5 Concrete shall be allowed to cure a minimum of 14 days. Where curing compounds are used they must be cleaned, resin based, without oil, wax or pigments.

.6 All substrate shall be free of surface moisture prior to application of self-adhesive membrane and primer.

3.2 MEMBRANE INSTALLATION

.1 Prepare surfaces and install S/A membrane in strict accordance with the membrane manufacturer's installation instructions or as specified otherwise herein.

.2 Protect all membrane from damage (prior to or following installation). Remove and repair any areas of damaged membrane as recommended by the consultant.

.3 Membrane to be installed under dry conditions only, and within the temperature range prescribed by the manufacturer.

.4 Prepare and prime surfaces to receive membrane in accordance with manufacturer's recommendations. Apply primer for self-adhering membrane at rate recommended by manufacturer.

.5 Apply primer by either roller or brush and allow time for the primer to "flash off" or dry as per the manufacturer's written instructions), prior to installing membrane. Primed surfaces not covered by membrane sheet during the same working day must be re-primed.

.6 All surfaces to receive membrane must be clean, dry, sound, smooth and continuous. Ensure no gaps or cracks exist in the substrate greater than 6mm (1/4") on the area to receive the membrane. If gaps or cracks greater than 6mm (1/4") are present between the substrate material install 0.015" thick (30ga.) galvanized steel back-up material to support membrane across all gaps/cracks. Form all galvanized flashings to follow substrate profile.

.7 Apply membrane complete and continuous to prepared and primed substrate in an overlapping shingle fashion and in accordance to manufacturer's instructions.

.8 Lay membrane carefully as indicated in drawings. Ensure uniform application without fishmouths, air pockets and wrinkles.

.9 All membrane must be installed in an overlapping shingle fashion to shed water (i.e. upper sheet must overlap the lower sheet).

.10 Membrane shall be overlapped a minimum of 50mm on all end and side laps. Do not remove covering strip until membrane is ready for overlap seam.

.11 Install and sequence S/A membrane installation around all window and door openings to shed water or as detailed on the drawings.

.12 Install all S/A membrane and provide the specified laps as detailed on the drawings.

.13 Roll all self-adhering membrane directly following installation as recommended by manufacturer.

.14 Seal membrane where it meets the substrate using trowel or caulking grade sealant, as approved by the consultant. Feather edge to seal termination and shed water.

3.3 CLEAN-UP

.1 Clean adjacent surfaces immediately and leave work neat and clean.

.2 Clean and remove excess material and primer droppings, using recommend cleaners as work progresses.

.3 At the end of each working day, clean all areas as required.

3.4 INSPECTION

.1 Notify Consultant when sections of work are complete to allow for review prior to enclosing/covering membrane. Do not cover completed work until reviewed by the consultant.

3.5 PROTECTION OF FINISHED WORK

.1 Membranes are not designed for permanent exposure. Ensure work enclosed in timely fashion as recommended by manufacturer.

.2 Replace all self-adhering membrane that has been exposed for a prolonged period of time, as recommended by the manufacturer per written guidelines.

.3 Ensure no self-adhering membrane is left exposed following installation of metal flashings. Trim and remove all exposed membrane. Clean/remove any exposed primer or bitumen residue to the satisfaction of the consultant.

.4 Protect all S/A membrane during installation of new window systems. Remove and replace any membrane damaged as a result of the window installation work.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Supply and install new semi-rigid mineral fibre insulation, and associated fasteners behind all new panel systems and roof parapets, as indicated on the drawings.

.2 All other work as indicated on the drawings.

1.2 REFERENCES

.1 American Society for Testing and Materials (ASTM)

.1 ASTM C 167-15, Standard Test Methods for Thickness and Density of Blanket or Batt Thermal Insulations

.2 ASTM C 518-15, Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus

.3 ASTM C 553-13, Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications

.4 ASTM C1104/C1104M-13a, Standard Test Method for Determining the Water Vapor Sorption of Unfaced Mineral Fiber Insulation

.5 ASTM C 1320-10(2016), Standard Practice for Installation of Mineral Fiber Batt and Blanket Thermal Insulation for Light Frame Construction.

.2 Underwriters Laboratories of Canada (ULC)

.1 CAN/ULC-S702-14, Standard for Thermal Insulation Mineral Fibre for Buildings

1.3 QUALITY ASSURANCE

.1 Only competent, qualified tradesmen experienced with insulation shall execute the work of this section.

.2 Unless otherwise specified, comply with Manufacturer's latest printed instructions for material usage, storage and installation method.

.3 Notify Consultant in writing of any conflict between these specifications and Manufacturer's instructions. Consultant will designate which document is to be followed.

Part 2 Products

2.1 SEMI-RIGID MINERAL WOOL INSULATION

.1 Mineral Wool Semi-Rigid Insulation : Non-combustible, semi-rigid mineral wool insulation, thickness as indicated on drawings, to CAN/ULC-S702, Type 1, minimum performance criteria as follows:

.1 Thermal Resistance (RSI value) per 25mm, to ASTM C518 at 24°C mean temperature (m2K/W), minimum RSI value 0.74 m2K/W.

.2 Moisture Resistance to ASTM C1104, moisture sorption 0.03%.

.3 Water Vapour Permeance to ASTM E96, Water vapour transmission, desiccant method 1895 ng Pa.s.m2.

.4 Acceptable material: Roxul CavityRock MD, as manufactured by Roxul.

2.2 ACCESSORIES

.1 Insulation clips:

.1 Impale Type: perforated 50 x 50 mm cold rolled carbon steel 0.8 mm thick, adhesive back, spindle of 2.5 mm diameter annealed steel, hot-dipped galvanized finish, length to suit insulation thickness, 25 mm diameter washers of self locking type.

Part 3 Execution

3.1 EXAMINATION

.1 Examine substrates and immediately inform Consultant in writing of defects.

.2 Prior to commencement of work ensure:

.1 Substrates are firm, straight, smooth, dry, free of snow, ice or frost, and clean of dust and debris.

3.2 INSTALLATION OF MINERAL WOOL INSULATION

.1 Install mineral wool insulation in strict accordance with product manufacturer's written instructions and to fully cover all exposed slab edges and to fill insulated panel systems completely, as indicated on the drawings.

.2 Install insulation to maintain continuity of thermal protection to building elements and spaces.

.3 Cut and fit insulation around new and existing window and wall components (such as; metal flashings, wood blocking, z-girts and slab edges).

.4 Do not compress insulation to fit into spaces, beyond limits permitted by the manufacturer.

.5 Use full size sheets of insulation material (where possible) to minimize the number of joints between sheets. Cut and fit all boards tightly together.

.6 Secure all insulation to slab edges using hot-dipped galvanized, impale type insulation clips with washers. Install insulation clips staggered in a 'W" pattern spaced at 300mm minimum o/c horizontally. Cut off fastener spindle 3.0mm beyond washer disk.

.7 Do not cover insulation until it has been inspected and approved by Consultant.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Installation of spray-in-place urethane foam insulation into the cavity between all new/existing window frames and the adjacent building elements, as shown on the drawings.

.2 Installation of spray-in-place foam insulation in all other locations as shown on the drawings.

1.2 REFERENCES

.1 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-51.23-92, Spray-Applied Rigid Polyurethane Cellular Plastic Thermal Insulation.

.2 CAN/CGSB-51.39-92, Spray Application of Rigid Polyurethane Cellular Plastic Thermal Insulation for Building Construction.

.3 CAN/CGSB-51-GP-46MP-80, Manual for: Installers of Spray Urethane Foam Thermal Insulation.

.2 Underwriters Laboratories of Canada (ULC)

.1 CAN/ULC-S710.1, Standard for Thermal Insulation - Bead Applied One-Component Polyurethane Air Sealant Foam, Part 1: Material Specification.

.2 CAN/ULC-S710.2, Standard for Thermal Insulation - Bead Applied One-Component Polyurethane Air Sealant Foam, Part 2: Application.

.3 American Society for Testing and Materials (ASTM)

.1 ASTM C518-10, Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus

.2 ASTM C1620-12, Standard Specification for Aerosol Polyurethane and Aerosol Latex Foam Sealants

1.3 MOCK-UP

.1 Prepare mock-up in accordance with Section 01001, "General Requirements".

.2 Construct a mock-up of spray-in-place urethane foam insulation at typical locations as directed by consultant. Assume two locations are required. Allow for review by the consultant.

.3 Do not proceed with any other work until the mock-up has been reviewed and accepted by the Consultant.

.4 Complete the mock-up to the satisfaction of the Consultant.

.5 Mock-up will be in-situ and will become part of finished work after approval.

1.4 PROTECTION

.1 Protect workers as recommended by insulation manufacturer.

.2 Protect adjacent surfaces and equipment from damage by overspray, fall-out, and dusting of insulation materials.

.3 Decontaminate empty drums in accordance with foam manufacturer's instructions.

1.5 ENVIRONMENTAL REQUIREMENTS

.1 Apply insulation only when surfaces and ambient temperatures are within manufacturers' prescribed limits.

Part 2 Products

2.1 MATERIALS

.1 Materials within this section must be compatible with other parts of the assembly on which it is installed.

.2 Spray-in-place urethane foam insulation for use around window/door perimeters:

.1 Single component, low expansion, polyurethane foam to CAN/CGSB-51.23, CAN/ULC-S710.1 and ASTM C 1620. Minimum performance requirements as follows:

.1 Thermal Resistance (R-Value) per inch to ASTM C518, at 75°F mean temperature (°F x ft2 x h/btu), minimum R-value 4.27 (per inch).

.2 Density: 1.5 lbs/ft3.

.3 Acceptable Material:

.1 Great Stuff Window and Door Pro, as manufactured The Dow Chemical Company.

.3 Primers: in accordance with manufacturer's recommendations for surface conditions.

.4 Contractor will substitute above materials, at no additional cost to Owner, for low temperature grade product to suit environmental conditions at time of application.

Part 3 Execution

3.1 EXAMINATION

.1 Examine substrates and immediately inform Consultant in writing of any defects and/or conditions that will affect the installation or performance of the low expanding foam.

.2 Prior to commencement of work ensure:

.1 Substrates are firm, straight, smooth, dry, free of snow, ice or frost, and clean of dust and debris.

.2 Apply insulation only when surfaces and ambient temperatures are within manufacturers' prescribed limits.

3.2 APPLICATION

.1 Apply insulation to clean surfaces in accordance with CAN/CGSB-51.39-92 and manufacturer's written instructions. Use primer where recommended by manufacturer.

.2 Apply sprayed foam insulation as specified to fill the shim space cavity completely, making an air tight seal between the window framing system and adjacent wall

components. Ensure insulation fills cavity to maintain continuity of thermal and air barrier connection to building elements and spaces.

.3 As a minimum, install foam to provide a continuous thermal insulation from the interior portion of the aluminum frame extending beyond the exterior portion of the thermal break. The entire thermal break must be protected from exterior conditions.

.4 Allow insulation to fully expand before enclosing shim space. Avoid over spraying. Trim any overspray with sharp knife so foam is flush with window frame. Do not damage window frame or surround finishes.

.5 When foaming the sill cavity of windows, foam shall extend from the interior portion of the frame to the exterior surface of the thermal break. Do not foam the area from the exterior of the frame to the thermal break (if possible).

.6 Perform touch-ups following the installation of the low expanding foam to repair any voids or discontinuities in the foam installation and to touch up any areas where the exterior portion of the thermal break is not protected from exterior conditions (note touch-ups may also be required from the exterior to ensure continuity of thermal insulation is maintained).

3.3 FINAL CLEANING

.1 Clean and remove all foam residue from window frames, glass, interior trim, exterior cladding, etc., to the satisfaction of the consultant. Low expanding foam that cannot be adequately cleaned from the stained substrate will require replacement at no additional cost to the owner.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Supply labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to, the following:

.1 Coordinate, arrange and pay for preparation of engineered shop drawings for the design and anchorage of all new aluminum composite metal panel systems. Design and anchorage of aluminum panels is to be performed by a professional engineer licensed in the Province of Ontario. Submit engineered shop drawings for approval prior to proceeding with fabrication.

.2 Fabricate, supply and install new composite aluminum panel systems, including all related anchorage and support brackets, as detailed in the design documents.

.3 Following the completion of all window replacement work, remove all protective films and clean all metal panels systems prior to demobilization of access equipment.

.4 Fabricate, supply and install aluminum louvers as detailed in the drawings

.5 Perform all other composite aluminum panel installation work as detailed on the drawings or specified herein.

1.2 REFERENCES

.1 American Society for Testing and Materials International, (ASTM)

.1 ASTM D523-14, Test Method for Specular Gloss.

.2 ASTM D822-13, Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings

.3 ASTM D1781-98(2012), Standard Test Method for Climbing Drum Peel for Adhesives.

.4 ASTM D5796-10, Standard Test Method for Measurement of Dry Film Thickness of Thin Film Coil-Coated Systems by Destructive Means Using a Boring Device.

.5 ASTM E330/E330M-14(2010), Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.

.6 ASTM E331-00 (2016)Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain Walls by Uniform Static Air Pressure Differential.

.7 ASTM B209-14 Standard Specification for Aluminum and Aluminum Allow Sheet and Plate

.2 Ontario Building Code (OBC), 2006.

.3 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-93.1-M85, Sheet, Aluminum Alloy, Prefinished, Residential.

.4 American Architectural Manufacturers Association (AAMA):

.1 AAMA 508-14, Voluntary Test Method and Specification for Pressure Equalized Rain Screen Wall Cladding Systems.

.2 AAMA 620-02, Voluntary Specification for High Performance Organic Coatings on Coil Coated Architectural Aluminum Substrates.

.3 AAMA 2605-13, Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.

1.3 SYSTEM DESCRIPTION

.1 Design metal panel wall to provide for thermal movement of component materials caused by ambient temperature range of 80 degrees C without causing buckling, failure of joint seals, undue stress on fasteners or other detrimental effects.

.2 Include expansion joints to accommodate movement in wall system and between wall system and building structure, caused by structural movements, without permanent distortion, damage to infills, racking of joints, breakage of seals, or water penetration.

.3 Design panels and supporting members to withstand dead load, wind loads and seismic loads calculated in accordance with Ontario Building Code (OBC) and applicable local regulations, to maximum allowable deflection of 1/180th of span or 19mm (Max).

.4 Normal to the plane of the wall, the maximum panel deflection shall not exceed L/60 of the full span.

.5 Provide for positive drainage of condensation occurring within wall construction and water entering at joints, to exterior face of wall in accordance with NRC "Rain Screen Principles".

.6 Design wall system to accommodate specified erection tolerances of structure.

.7 Design wall system to allow for movement of air between exterior and interior side of metal cladding.

1.4 SUBMITTALS

.1 Submit the following in accordance with Section 01001, "General Requirements"

.2 Product Data and Test Reports:

.1 Submit manufacturer's printed product literature, specifications and datasheet for the new composite aluminum panel system.

.2 Submit manufacturer's installation instructions.

.3 Submit certified test reports showing compliance with specified performance characteristics and physical properties of new composite metal panel system.

.4 Submit one copy of the WHMIS MSDS - Material Safety Data Sheets for the following materials:

.1 Caulking and sealant materials during application and curing.

.2 Finishing materials.

.3 Insulation adhesives.

.4 Paints.

.5 Isolation coatings.

.3 Samples:

.1 Submit one 400mm x 400mm sample of the proposed composite metal panel system, including all related support brackets and fasteners and including systems demonstrating water drainage for review and final acceptance.

.2 Colour samples:

.1 Submit two, 150mm x 150mm colour sample of the proposed exterior panel colour, finish and texture for review and final acceptance by the owner.

.2 Sample(s) to include reference to manufacturer's colour code and name.

1.5 SHOP DRAWINGS

.1 Submit shop drawings in accordance with Section 01001, "General Requirements"

.2 Submit shop drawings for the review and written approval of the Consultant prior to fabrication and/or placing order for the new window systems.

.3 Shop drawing submission must include the following information:

.1 Elevate and provide all new panel dimensions, overall sizing, and joint widths on elevations.

.2 Indicate panel design criteria and construction tolerances.

.3 Provide half size scale construction details showing all panel components, fastening and anchoring methods; detail and location of joints, sealants, and gaskets, including joints necessary to accommodate thermal movement; trim; flashing; and accessories.

.4 Design of the panels and all associated anchorage and supports for all composite metal panels are to be performed by professional engineer licensed in the province of Ontario. All shop drawings are to be sealed by the professional engineer responsible for panel design and attachment. Engineered shop drawings to include, but are not limited to the following information:

.1 All design loads, including dead, wind and seismic loads.

.2 Material properties and grades of all panel components, supports and anchors.

.3 Location, size, type, grade and finish of all anchors.

.4 Modifications to existing structure (if necessary) in order to accept new anchors

.5 Applicable corrosion protection coatings, isolation coatings, separation sheets, etc.

.6 Reaction forces at anchorage to existing structure and/or framing.

.5 Clearly indicate any modification to the existing structure proposed to complete the work

.6 Include a detailed material list and product description clearing defining all composite metal panel systems, products and materials to be utilized on this project. Type of information required includes, but is not limited to the following:

.1 New composite metal panel system, including reference to panel thickness, finishes, gaskets and all other related fasteners and components.

.2 All required metal Z-girts, fasteners and any other back-up framing required to support new composite metal panel systems.

.3 S/A membranes.

.4 Insulation.

.5 Exterior sealants.

1.6 MOCK-UPS

.1 Construct mock-ups in accordance with Section 01001, "General Requirements"

.2 Construct one complete composite metal panel installation mock-up in the presence of the consultant, for review and acceptance by the owner and consultant prior to proceeding with the remaining work. Composite metal panel mock-ups are to include the following related components; Pressure treated wood blocking, S/A air and moisture barrier membranes, insulation, prefinished aluminum flashings, and composite metal panel systems, including all related mounting clips and anchors, shims, furring, gaskets, and sealants.

.3 Location of mock-up to be selected by the consultant

.4 Mock-up shall include all composite metal panel components and related accessories as shown in the approved shop drawings. Do not proceed with any other metal panel installation work until mock-up has been reviewed and approved by the Consultant and owner.

.5 Mock-up to be done in-situ and may become part of the finished work after approval by the Consultant. When accepted, mock-up will demonstrate the minimum standard of quality for this work.

.6 Mock-up construction on site to be started in the presence of the engineer

1.7 QUALITY ASSURANCE

.1 Pre-installation Meeting: Contractor to coordinate a pre-installation meeting with the consultant, composite metal panel manufacturer and installer to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements.

.2 Composite Panel Manufacturer shall have a minimum of 5 years' experience in the manufacturing of this product.

.3 Composite Panel Manufacturer and design engineer shall be solely responsible for panel manufacture, attachment details and application of the finish.

.4 Fabricator/installer shall be acceptable to the composite panel manufacturer.

.5 Fabricator/Installer shall have a minimum 5 years' experience of metal panel work similar in scope and size to this project.

.6 Field measurements must be taken prior to panel fabrication. Contractor is responsible for all field measurements to ensure fit and clearance of new composite panels. Manufacturer to coordinate fabrication and delivery schedule for new composite panels with the Contractor to avoid delay of work. Field fabrication and/or site modification of panels will not be permitted.

.7 Shop drawings shall show the preferred joint details providing a watertight and structurally sound wall panel system that allows no uncontrolled water penetration on the inside face of the panel system as determined by ASTM E 331.

.8 Maximum deviation from vertical and horizontal alignment of erected panels: 6mm (1/4") in 6m (20') non-accumulative.

.9 Panel fabricator/installer shall assume undivided responsibility for all components of the exterior panel system including, but not limited to attachment to sub-construction, panel to panel joinery, panel to dissimilar material joinery, and joint seal associated with the panel system.

1.8 WASTE MANAGEMENT AND DISPOSAL

.1 Remove from site and dispose of packaging materials at appropriate recycling facilities.

.2 Collect and separate for disposal paper, plastic, polystyrene and corrugated cardboard packaging material in appropriate on-site bins for recycling in accordance with municipal and provincial requirements.

.3 Divert unused metal materials from landfill to metal recycling facility.

.4 Divert unused paint and joint sealer material from landfill to official hazardous material collections site in accordance with municipal and provincial requirements.

.5 Do not dispose of unused paint and joint sealer materials into sewer systems, into lakes, streams, onto ground or in locations where it will pose health or environmental hazard.

1.9 DELIVERY, STORAGE AND HANDLING

.1 Deliver, store and handle all composite metal panels in strict accordance with panel manufacturer's recommendations.

.2 Protect finish and edges in accordance with panel manufacturer's recommendations.

1.10 WARRANTY

.1 For the work of this Section (includes material and installation warranties) the 24 month warranty period described in the supplementary conditions (item 9, GC 12.3 - Warranty) is extended to 60 months from the date of substantial completion.

Part 2 Products

2.1 COMPOSITE ALUMINUM PANEL SYSTEM

.1 Non-Combustible Composite Aluminum Panel System: Two sheets of aluminum sandwiching a solid core of extruded thermoplastic material formed in a continuous process with no glues or adhesives between dissimilar materials. The core material shall be free of voids and/or air spaces and not contain foamed insulation material. Products laminated sheet by sheet in a batch process using glues or adhesives between materials shall not be acceptable. Minimum panel performance properties and system type, as follows:

.1 Aluminum Face Sheets:

.1 Thickness: 0.50mm (0.0197") (nominal)

.2 Alloy: AA3000 Series (Painted material)

.2 Overall Panel Thickness: 4.0mm (0.157").

.3 System Type: Pressure Equalized Rainscreen panel system.

.4 Acceptable Systems:

.1 Alucobond Composite Aluminum Panel System, as manufactured by Sobotec Ltd.

.2 Envelope 2000 System with RS rain screen attachment system, as manufactured by Citadel Architectural Products

.3 Approved alternate

.2 Composite metal panels and all related system components are to be supplied by a single manufacturer.

2.2 COMPOSITE ALUMINUM PANEL ACCESSORIES

.1 For all drip flashings and perimeter flashings provide prefinished aluminum sheet to match the panel and window frame colour. Refer to Section 07620 - Sheet Metal Flashing and Trim.

.2 Extrusions, formed members, sheet, and plate shall conform with ASTM B209 and the recommendations of the manufacturer.

.3 Panel stiffeners, if required, shall be structurally fastened or restrained at the ends and shall be secured to the rear face of the composite panel with silicone of sufficient size and strength to maintain panel flatness. Stiffener material and/or finish shall be compatible with the silicone.

.4 Touch-up paint: as recommended by panel manufacturer.

.5 Fasteners (concealed and non-corrosive): Stainless steel fasteners, or as recommended otherwise by panel manufacturer. Do not expose fasteners except where unavoidable and then match finish of adjoining metal.

.6 Plastic Shims: Provide plastic shims as thermal separator between composite metal panel anchors and sub-girt framing members. Plastic shims as recommended by the panel manufacturer.

.7 Z-girts: 18ga. (1.31mm) minimum base metal thickness, structural quality steel to ASTM A653, with Z275 zinc coating (G90), profile and sizing as required to provide structural attachment of composite metal panel system to existing wall framing.

.8 Isolation coating: bituminous paint to CAN/CGSB-1.108.

.9 Sealants and gaskets within the panel system shall be as per manufacturer's standards to meet performance requirements, and as specified in Section 07900 - Sealants.

.10 Self-adhering air /moisture barrier membrane: Refer to Section 07200 - Self-adhered bituminous membrane.

2.3 ALUMINUM FINISHES

.1 Aluminum panel finishes: Exterior aluminum finish meeting the requirements of AAMA 2605: Two coat, factory applied "Duranar" fluoropolymer coating system for extruded aluminum and aluminum sheet, as manufactured by PPG, consisting of the KYNAR 500 or HYLAR 5000 Polyvinylidene Fluoride (PVDF) resins. Supplemented and amended as follows:

.1 Exterior Panel Colour: Black (Classic), Colour code UC40577, Duranar Coating (2-coat system) by PPG.

.2 Specular gloss: 30 units +/- in accordance with ASTM D 523.

.3 Coating thickness:

.1 Duranar finish shall have a minimum dry film thickness of 1.2 mil (2 coats) to ASTM D1400.

.4 Resistance to accelerated weathering for chalk rating of 8, colour fade 5 units or less and erosion rate less than 20% to ASTM D 822 as follows:

.1 Outdoor exposure period 2500 hours.

.2 Humidity resistance exposure period 5000 hours.

Part 3 Execution

3.1 MANUFACTURER'S INSTRUCTIONS

.1 Compliance: Comply with manufacturer's written data, including product technical bulletins, product catalogue installation instructions, product carton installation instructions, and data sheets.

3.2 PREPARATION AND INSPECTION

.1 Protect metal surfaces in contact with concrete, masonry mortar, plaster or other cementitious surface with isolation coating.

.2 Surfaces to receive panels shall be even, smooth, sound, clean, dry and free from defects detrimental to work. Notify consultant in writing of conditions detrimental to proper and timely completion of the work. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.3 INSTALLATION COMPOSITE PANELS

.1 Install new composite wall panel system to building framing system in accordance with the approved shop drawings and as recommend by the system manufacturer.

.2 Install composite wall panels only after underlying wood blocking, S/A membranes and thermal insulation have been installed.

.3 Erect panels plumb, level, and true.

.4 Attachment panel system shall allow for the free and noiseless vertical and horizontal thermal movement due to expansion and contraction for a material temperature range of -30°C to +40°C. Buckling of panels, opening of joints, undue stress on fasteners, failure of sealants or any other detrimental effects due to thermal movement will not be permitted. Fabrication, assembly, and erection procedure shall account for the ambient temperature at the time of the respective operation.

.5 Anchor panels securely in-place in strict accordance with the approved shop drawings to allow for necessary thermal movement and structural support.

.6 Do not cut, trim, weld, or braze component parts during erection in a manner which would damage the finish, decrease strength, or result in visual imperfection or a failure in performance. Return component parts which require alteration to shop for refabrication, if possible, or for replacement with new parts.

.7 Separate dissimilar metals and use gasketed fasteners where needed to eliminate the possibility of corrosive or electrolytic action between metals.

.8 Do not install component parts that are observed to be defective, including warped, bowed, dented, abraised, and broken members.

.9 Sequence panel and metal flashing installations to direct water to the exterior.

.10 Install and seal notched and formed top closures, to arrest direct weather penetration at vertical profiles of exterior cladding. Ensure continuity of "pressure equalization" of rain screen principle.

3.4 EXPANSION JOINTS

.1 Install expansion joints as indicated on the approved shop drawings.

.2 Use cover sheets, of brake formed profile, of same material and finish as adjacent material.

.3 Use mechanical fasteners to secure sheet materials.

.4 Assemble and secure wall system to structural frame so stresses on sealants are within manufacturers' recommended limits.

3.5 CONSTRUCTION

.1 Site Tolerances:

.1 Maintain following installation tolerances:

.1 Maximum variation from plane or location shown on approved shop drawings: 10 mm/m of length and up to 20 mm/100 m maximum.

.2 Maximum offset from true alignment between two adjacent members abutting end to end, in line: 0.75 mm.

3.6 FIELD QUALITY CONTROL

.1 Have manufacturer of products supplied under this Section review Work involved in handling, installation/application, protection and cleaning of its products, and submit written reports in acceptable format to verify compliance of Work with Contract.

.2 Contractor to coordinate and schedule with the system manufacturer site visits to review Work at the following stages listed:

.1 After delivery and storage of products, and when preparatory Work on which Work of this Section depends is complete, but before installation begins. Manufacturer to supply letter of general conformance to manufacturers' literature.

.2 Three times during progress of Work. Once at 25%, once at 50% complete and once at 75%.

.3 Upon completion of Work, after cleaning is carried out.

.3 Submit manufacturer's written site reports within 24 hours to the consultant.

3.7 CLEANING

.1 Perform cleaning after installation to remove construction and accumulated environmental dirt.

.2 Wash down exposed exterior surfaces using solution of mild domestic detergent in warm water, applied with soft clean wiping cloths. Wipe all surfaces clean as part of final clean-up.

.3 Remove and replace panels damaged beyond repair as a direct result of the work. The general/prime contractor retains full responsibility to protect all panel installations until total completion of the project.

.4 Repair panels with minor damage, in accordance with manufacturer's recommendations, only as approved by the consultant.

.5 Remove excess sealant with recommended solvent.

.6 Make sure weep holes and drainage channels are unobstructed and free of dirt and sealants.

.7 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Fabricate and install new prefinished aluminum flashings at head, jamb and sill of all new aluminum window systems, and/or as detailed on the drawings.

.2 Fabricate and install new prefinished aluminum drip flashings, through wall flashings and closure flashings at base of all exterior walls, and at all changes/terminations of cladding systems, as indicated on the drawings.

.3 Perform all other flashing related work as detailed on the drawings or specified herein. Contractor to review all drawings and details.

1.2 REFERENCES

.1 The Aluminum Association Inc. (AA)

.1 Aluminum Sheet Metal Work in Building Construction-2000.

.2 AA DAF45-97, Designation System for Aluminum Finishes.

.2 American Society for Testing and Materials (ASTM International):

.1 ASTM A879/A879M-12, Standard Specification for Steel Sheet, Zinc Coated by the Electrolytic Process for Applications Requiring Designation of the Coating Mass on Each Surface.

.2 ASTM A606/A606M-09a, Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, with Improved Atmospheric Corrosion Resistance.

.3 ASTM A653/A653M-11, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

.4 ASTM A792/A792M-10, Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.

.5 ASTM B370-12, Standard Specification for Copper Sheet and Strip for Building Construction.

.6 ASTM D523-08, Standard Test Method for Specular Gloss.

.7 ASTM D 822-01 (2006), Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings.

.8 ASTM D5796-10, Standard Test Method for Measurement of Dry Film Thickness of Thin Film Coil-Coated Systems by Destructive Means Using a Boring Device

.3 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-93.1-M85, Sheet, Aluminum Alloy, Prefinished, Residential.

.2 CAN/CGSB-93.4-92, Galvanized Steel and Aluminum-Zinc Alloy Coated Steel Siding Soffits and Fascia, Prefinished, Residential.

.3 CAN/CGSB 1.181-99, Ready-Mixed Organic Zinc-Rich Coating.

.4 American Architectural Manufacturers Association (AAMA):

.1 AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum

.5 American National Standards Institute (ANSI)

.1 ANSI B18.6.4-1981 (R1991), Screws, Tapping and Metallic Drive, Inch Series, Thread Forming and Cutting.

.6 Canadian Standards Association (CSA International)

.1 CAN/CSA-A440-00, Windows.

.2 CAN/CSA B111-1974 (R2003), Wire Nails, Spikes and Staples.

.7 Copper in Architecture Handbook (1998), Copper Development Association (CDA) and Canadian Copper & Brass Development Association (CCBDA).

1.3 SAMPLES

.1 Submit samples in accordance with Section 01001, "General Requirements", item 1.6, Samples.

.2 Submit one, 300 x 300 mm sample(s) of each type of sheet metal material specified in a range of available colours (to match new window and panel systems) for review and final selection by the owner. Colour match shall be demonstrated and approved by owner prior to undertaking work.

.3 Allow for one re-submission of each colour should adjustment to proposed colour be required by the owner.

.4 Sample(s) to include reference to manufacturer's colour code, colour name and base metal flashing thickness.

1.4 WASTE MANAGEMENT AND DISPOSAL

.1 Separate and recycle waste materials in accordance with municipal and provincial requirements.

.2 Remove from site and dispose of all packaging materials at appropriate recycling facilities.

.3 Collect and separate for disposal paper, plastic, polystyrene and corrugated cardboard packaging material in appropriate on-site bins for recycling in accordance with municipal and provincial requirements.

.4 Place materials defined as hazardous or toxic in designated containers. Ensure emptied containers are sealed and stored safely for disposal away from children.

.5 Divert unused metal materials from landfill to metal recycling facility.

.6 Unused paint and sealant material must be disposed of at an official hazardous material collections site.

.7 Fold up metal banding, flatten and place in designated area for recycling.

Part 2 Products

2.1 PREFINISHED ALUMINUM SHEET

.1 Prefinished aluminum sheets for fabrication into new metal flashing components. Thickness of aluminum flashing varies dependent on required use, minimum flashing thickness as follows (note: thickness specified applies to base metal material only):

.1 All exterior perimeter window flashings and panel flashings, includes, but is not limited to the following; drip flashings, sill flashings, jamb extension flashings, end dams, closure flashings, through wall flashings and associated cleats: 0.032" (0.82mm) thick.

.2 New custom aluminum panels 0.051" (1.29mm) thick.

.2 Aluminum finish meeting the requirements of AAMA 2605: Three coat, factory applied fluoropolymer coating system for extruded aluminum and aluminum sheet. Acceptable Coating System:

.1 Duranar XL Coating System, as manufactured by PPG.

.2 Exterior Frame Colour: To be selected by the owner from the manufacturer's standard range of colours.

.2 Requirements for application of colour finish coating system:

.1 All flashing and sheet metal good are to be fabricated into the required profiles prior to the application of the coating system.

2.2 GALVANIZED STEEL SHEET

.1 Zinc coated (hot-dipped galvanized) steel sheet (for use as flashing transition to support S/A membrane as identified on the drawings): Continuous zinc coated steel sheet, commercial quality, conforming to ASTM A 653/A653M, supplemented as follows;

.1 Minimum zinc coating weight: Z275-275 g/m^2 thick, minimum triple spot.

.2 Base metal thickness: 0.70mm (0.028") thick, profile as shown on the drawings.

2.3 ACCESSORIES

.1 Isolation coating: alkali resistant bituminous paint.

.2 Cleats: of same material, and temper as sheet metal, minimum 50mm wide or as indicated on drawings. Thickness same as sheet metal being secured.

.3 Fasteners (all new flashing components): to CAN/CSA B111 and as described below:

.1 Exposed Fasteners (for attachment of exterior panel system) : ACQ compatible, self-tapping sheet metal screws, complete with neoprene washers. Colour to match metal flashing being secured and of sufficient length to secure metal flashing to substrate. Acceptable Product:

.1 Master Drillers, Nylon Headed fasteners, #12 x 1-1/2" long, complete with colormate flexible flange head, as manufactured by Leland Industries.

.2 Hidden fasteners: galvanized, ring threaded nails of length and thickness suitable for metal flashing application.

.3 Fasteners used for ACQ treated wood shall be manufactured from steel either galvanized in accordance with ASTM A653/A653M, G185 designation (coating

thickness of 1.85oz/ft2, both sides), or be galvanized after manufacture in accordance with ASTM A123. Alternatively, the contractor may be permitted to use self-tapping stainless steel sheet metal screws (type 304 or 316) for use in ACQ treated lumber.

.4 Fasteners (for attachment of galvanized flashing into concrete or concrete block walls): Self tapping concrete screws, coated with a corrosion resistant finish compatible with galvanized sheet metal material. Acceptable product/coating:

.1 5mm (3/16") diameter with Phillips flat head and blue stalgard coating, as manufactured by Tapcon.

.2 5mm (3/16") diameter, stainless steel self-tapping concrete screws, as manufactured by Tapcon.

.4 Washers: of same material as sheet metal, 1 mm thick with rubber packings.

.5 Touch-up paint to repair factory applied finish: as recommended by prefinished metal manufacturer.

.6 Touch-up paint to repair galvanized metal coatings: Zinc rich paint, to CAN/CGSB 1.181.

.7 Sealants: Refer to Section 07900 - Sealant.

2.4 FABRICATION

.1 Fabricate metal flashings and other sheet metal work in accordance with applicable CRCA 'FL' series details or as specified herein.

.2 Form metal flashings to profiles shown on the drawings or as directed by the consultant or indicated on the drawings.

.3 Form custom aluminum panels (for installation between window systems) as follows:

.1 Form custom aluminum panels to profiles shown on the drawings or as recommended by the window manufacturer.

.4 Fabricate aluminum flashings and other sheet aluminum work in accordance with Aluminum Association, Aluminum Sheet Metal Work in Building Construction.

.5 Fabricate all prefinished aluminum drip flashings located above all windows and doors with folded, integral, 38mm (1-1/2") high end dams, as indicated on the drawings.

.6 Form pieces in 2400mm (8') maximum lengths. Make allowance for expansion at joints.

.7 Hem exposed edges on underside 13mm (1/2"). Mitre and seal corners with sealant.

.8 Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.

.9 Fabricate non-moving seams in metal flashing, as follows:

.1 Fabricate all non-moving seams with either a "flat lock seam", or "flat lock cleated seams" or "single common lock" or "hook seams" as defined in the Copper Development Association handbook (see typical flashing details included in Figures 1 & 3, below).

.2 Fabricate all joints in exposed flashings with standard "S" pocket seams (applicable only to flashings where the above noted locking seams cannot be performed), see typical flashing details included in Figure 1, below.

.10 Fabricate expansion joints in metal flashing, as follows:

.1 Fabricate all dynamically moving expansion seams using either a "slip expansion seam" or "loose lock with sealant", as defined in the Copper Development Association handbook (see typical flashing details included in Figure 2, below).

.11 Separation of dissimilar metals/materials to prevent galvanic corrosion:

.1 Apply isolation coating to all metal surfaces to be embedded in concrete or mortar.

.2 Provide separation of metal from non-compatible metal or corrosive substrates by coating all concealed surfaces at locations of contact, with bituminous coating or other permanent separation (such as a S/A membrane), as approved by the consultant.

.12 No exposed or visible flashing work shall be unfinished (i.e. visible undersides, joints, etc...).

Part 3 Execution

3.1 METAL FLASHING INSTALLATION

.1 Coordinate work with other trades.

.2 Install sheet metal work in accordance with CRCA FL series details, and as detailed on drawings.

.3 Provide underlay under sheet metal (as required). Secure in place and lap joints 100 mm.

.4 All metal flashings shall be installed with a minimum 2% slope away from building or as noted otherwise on the drawings.

.5 Use concealed fastenings except where approved before installation by the consultant.

.6 Use one length of flashing with no joints at the perimeter of all window and panel locations, unless approved otherwise by the consultant.

.7 Form and lock joints of all metal flashing as described above and in accordance with the typical details included in the Copper Development Association Handbook (details attached) or as shown on the drawings.

.8 Tie metal flashing into all windows and metal panels as detailed in the contract drawings to form a weathertight junction.

.9 Fabricate drip flashings at all window and door heads to extend a minimum of 13mm (1/2") beyond each side of window/door jambs.

.10 Cut sill flashings oversized and fold metal flashing onto jambs a minimum of 50mm (2") to create end dams.

.11 Install all metal flashing to provide a minimum of 50mm (2") overlapping joints.

.12 Shingle and sequence all metal flashing installation to shed water away from building.

.13 All new metal flashing must be continuously supported. Any unsupported metal flashing will not be accepted.

.14 Caulk flashing at all mitered joints with sealant.

.15 Where indicated, insert metal flashing into 25mm reglets or under cap flashing to form weather tight junction.

.16 Saw-cut and turn top edge of all metal flashing into recessed reglet or mortar joint minimum depth of 25mm. Lead wedge flashing securely into joint. Seal top edge of all reglets as specified in Section 07900.

.17 All fastening screw locations to have a small dab of clear sealant to prevent water penetration at screw hole locations.

3.2 ALUMINUM ANGLE INSTALLATION

.1 Install new aluminum angles along rough window framing at all window sills in continuous lengths (splicing of aluminum angles will not be permitted).

.2 Predrill holes in new aluminum angles to receive self-tapping sheet metal screws for attachment to rough window opening. Size predrilled holes ensure screw heads are countersunk into angle and are seated flush with angle.

.3 Fasten new aluminum angle to rough window framing with self-tapping sheet metal screws spaced at 300mm (12") on center. Refer to section 06101 - "Rough Carpentry" for details on screws.

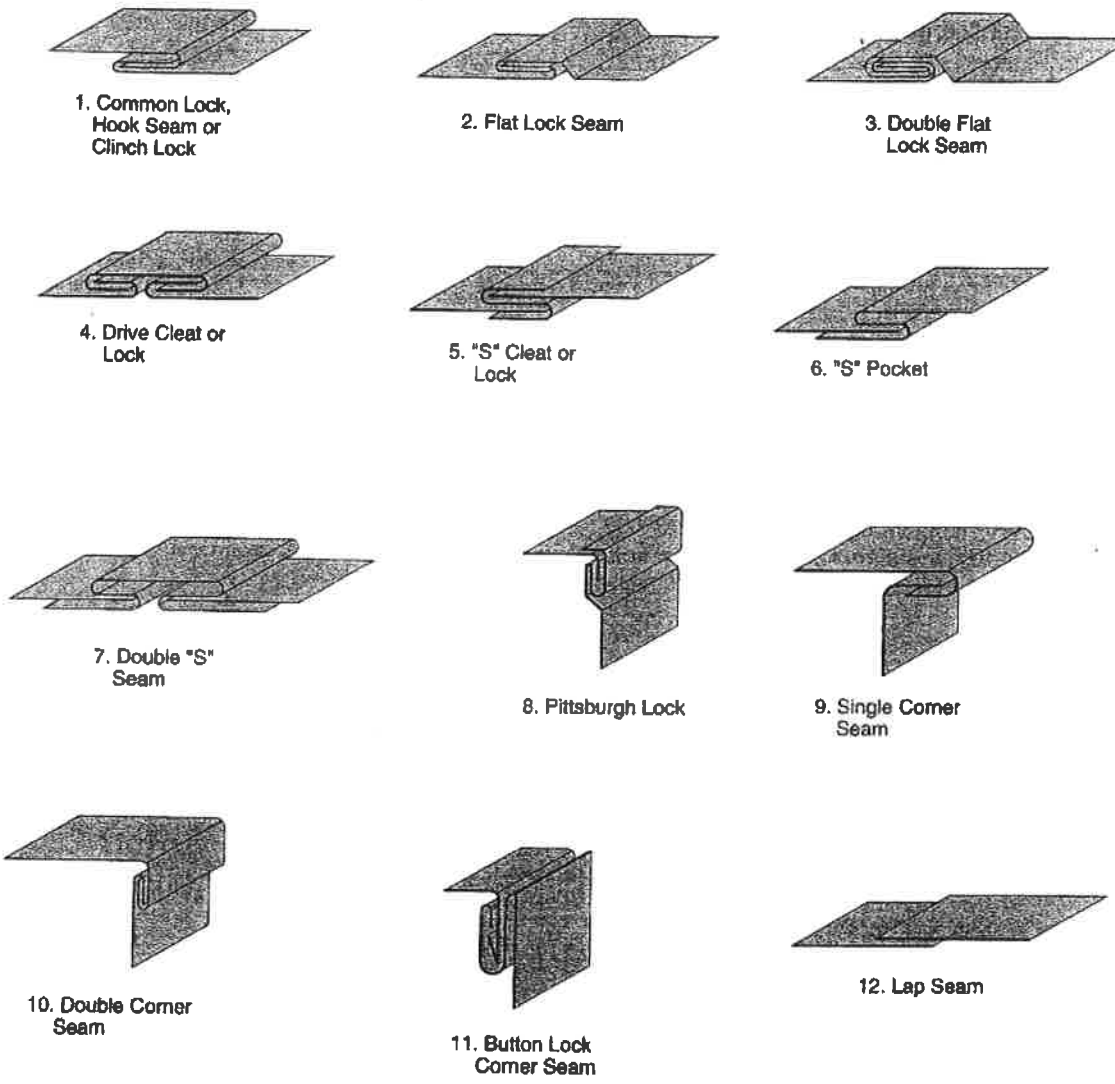
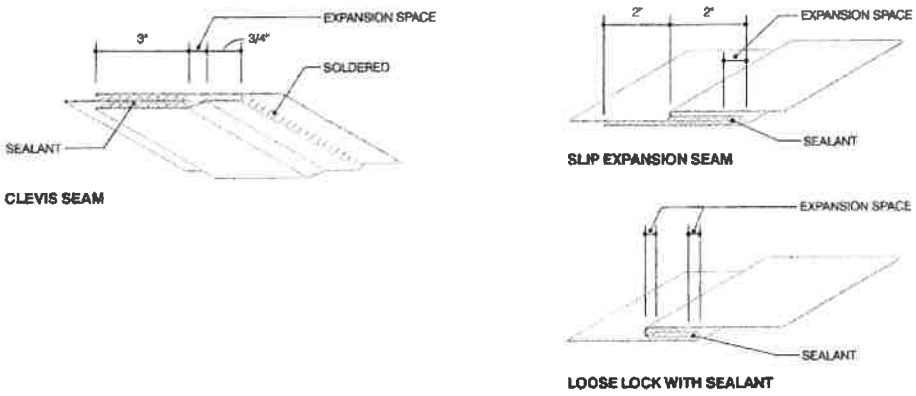


Figure 1 – Typical Flashing Joints-Seams

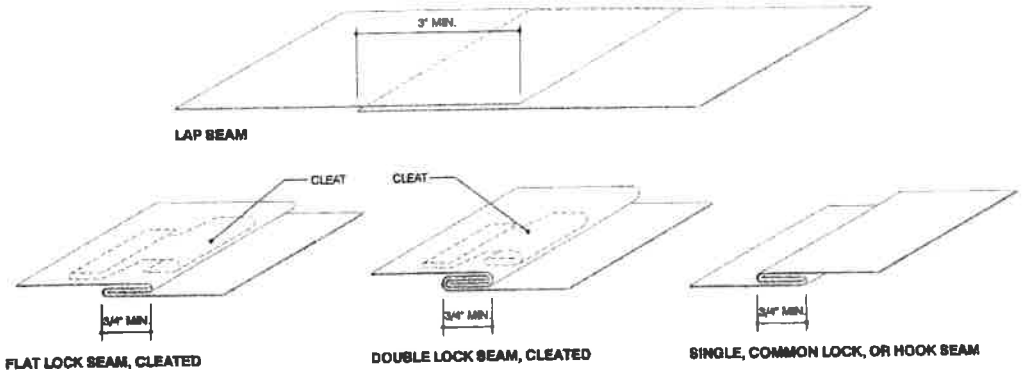


A. Expansion Seams

FILE: BAS-102

Figure 2 – Typical Expansion Seams

Note: Above details were taken from the Copper Development Association Handbook (CDA)



B. Loose Seams

FILE: BAS-101

Figure 3 – Typical Loose Seams

Note: Above details were taken from the Copper Development Association Handbook (CDA)

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Installation of new exterior sealant at the perimeter of all new window and curtain wall systems (includes all joints between metal flashing and new aluminum window systems and all joints between metal flashing and existing cladding elements and all other joints as indicated on the drawings.

.2 Installation of new backer rod and heel bead of sealant around the complete perimeter of all curtain wall systems where new window system meets existing structure.

.3 Installation of new sealant at joints in glazing tape or at exterior dry glazing gaskets in new fixed glazing units (glazed on-site).

.4 Installation of new interior paintable latex sealant at the perimeter of all new window systems and at all joints in new interior trim, as detailed on the drawings.

.5 Installation of new acoustical sealant at all perimeter joints and lap joints in polyethylene sheets (interior).

.6 Installation of new sealant at all other locations as indicated on the drawings or specified herein.

.7 Under no circumstances are skin coats of sealant over existing sealants permitted on this project.

1.2 REFERENCES

.1 Canadian General Standards Board (CGSB):

.1 CAN/CGSB-19.13-M87, Sealing Component, Elastomeric, Chemical Curing.

.2 CAN/CGSB-19.17-M90, One-Component Acrylic Emulsion Base Sealing Compound.

.3 CAN/CGSB-19.18-M87, Sealing Compound, One Component, Silicone Base, Solvent Curing.

.4 CAN/CGSB-19.24-M90, Multi-component, Chemical Curing Sealing Compound.

.5 CAN/CGSB-19-GP-5M (R1984), Sealing Compound, One Component, Acrylic Base, Solvent Curing

.6 CAN/CGSB-19-GP-14-M76 (R1984), Sealing Compound, One Component, Butyl-Polyisobutylene Polymer Base, Solvent Curing

.2 American Society for Testing and Materials International, (ASTM)

.1 ASTM C 834-10, Standard Specification for Latex Sealants

.2 ASTM C 919-12, Standard Practice for Use of Sealants in Acoustical Applications.

.3 ASTM C 920-11, Standard Specification for Elastomeric Joint Sealants

.4 ASTM C 1193-12, Standard Guide for Use of Joint Sealants

.5 ASTM C 1521-09e1, Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.

.3 Department of Justice Canada (Jus)

.1 Canadian Environmental Protection Act, 1999 (CEPA).

.4 Health Canada/Workplace Hazardous Materials Information System (WHMIS)

.1 Material Safety Data Sheets (MSDS).

.5 Transport Canada (TC)

.1 Transportation of Dangerous Goods Act, 1992 (TDGA).

1.3 SUBMITTALS

.1 Submit the following information in accordance with Section 01001, "General Requirements"

.2 Submit manufacturer's technical data for each sealant material to be utilized on this project for review and acceptance by the consultant, prior to ordering materials. Submittals must include:

.1 Sealant compound.

.2 Manufacturers colour pallet of available colours for selection by owner.

.3 Cured samples of exposed sealants for each color where required to match adjacent material.

.4 Recommended Primers.

.5 Sealing compound, type and colour, including compatibility when different sealants are in contact with each other.

.6 Installation instructions for each product used.

1.4 MOCK-UP

.1 Construct mock-ups in accordance with Section 01001, "General Requirements".

.2 Construct a mock-up demonstrating typical sealant installation at typical locations in windows, curtain wall, and metal panel assemblies

.3 Construct mock-up to show location, size, shape and depth of joints complete with back-up material, primer, bond breaker, caulking and sealant.

.4 Mock-up will be used:

.1 To judge workmanship, substrate preparation, operation of equipment and material application.

.5 Allow 48 hours for inspection of mock-up by Consultant before proceeding with any sealant installation work.

.6 Install mock-ups in presence of sealant manufacturer's authorized representative to ensure that surface preparation, and sealant installation procedures are consistent with the sealant manufacturer's warranty requirements.

.7 After sealant has achieved sufficient cure as coordinated with manufacturer's representative, conduct adhesion pull-tests, or non-destructive testing, at discretion of consultant. Conduct tests in accordance with ASTM C1521. Confirm results of adhesion

tests are acceptable to the consultant and the sealant manufacturer representative prior to proceeding with remaining Work.

.8 When accepted, mock-up will demonstrate minimum standard of quality required for this Work. Mock-up will be in-situ and will become part of finished work after approval.

.9 Test sealant for indications of staining, poor adhesion/compatibility in accordance with CAN/CGSB-19.24. Contractor to arrange and submit results of in-situ staining adhesion and compatibility testing by product manufacturer prior to proceeding with work. In-situ testing to be performed in presence of Consultant.

1.5 PROJECT CONDITIONS

.1 Environmental Limitations:

.2 Do not proceed with installation of joint sealants under following conditions:

.1 When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.

.2 When joint substrates are wet.

.3 Joint-Width Conditions:

.1 Do not proceed with installation of joint sealants where joint widths are less than or greater than, those allowed by joint sealant manufacturer for applications indicated.

.4 Joint-Substrate Conditions:

.1 Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.6 DELIVERY, STORAGE, AND HANDLING

.1 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels, intact. Protect from freezing, moisture, water and contact with ground or floor.

.2 Deliver, handle, store and protect materials in accordance with manufacturers' written instructions.

1.7 ENVIRONMENTAL AND SAFETY REQUIREMENTS

.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada.

.2 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

1.8 INSPECTION AND TESTING

.1 Arrange for the sealant manufacturer to have a qualified technical representative visit site prior to commencement of work to review and assess the conditions and surfaces to which the new exterior sealant will be applied, and to discuss the surface preparation requirements, application procedures and to provide recommendations should adverse conditions exist. Prior to commencing with the sealant installation work, the sealant

manufacturer must provide written certification at the time of inspection, that they have reviewed and accepted the existing substrate(s) for application of the new exterior sealants, in order to provide the full product system warranties.

.2 Arrange for the qualified technical representative from the manufacturer to visit the site to complete adhesion testing of sealant installation mock-ups to ensure that the full product system warranties can be provided. At the time of the adhesion testing the technical representative is to provide written certification that the sealants are adequately adhered.

.3 Arrange for the qualified technical representative from the manufacturer to visit the site at regular intervals during application and upon completion of work to ensure compliance of the sealant application with the manufacturer's installation requirements, and to check the quality of work. The manufacturer is responsible to visit and inspect the sealant installation work (as necessary) to ensure that the full product system warranties can be provided. After each inspection by the technical representative, the sealant manufacturer must provide onsite a written certification, that they have reviewed and accepted the existing substrate(s) for application of the new exterior sealants, in order to provide the full product system warranties.

.4 The above supervision shall be performed at no extra cost to the Owner.

1.9 WARRANTY

.1 For the work of this section the manufacturer shall provide a full product material warranty for all exterior weather sealant joints covering a period of 60 months (5 years) from the date of substantial completion. The manufacturer shall warrant that all sealant material will be free of manufacturing defects and will not debond from substrates or cohesively fail if surfaces are prepared in strict accordance with the manufacturer's installation requirements. The manufacturer shall also warrant that the new sealant material will not result in any compatibility issues or premature failures with the materials and substrates to which the sealant is applied and that all sealant material supplied to this project will perform as intended for the full 5 year warranty period.

.2 For work of this section the contractor (sealant installer) shall provide a sealant installation warranty for all exterior weather sealant joints covering a period of 60 months (5 years) from the date of substantial completion. The contractor shall warrant that the sealant material and application will be free of defects related to workmanship and installation and all exterior sealant installed as part of this work will provide a weather tight seal for the full warranty period. The following shall be specifically covered under the warranty: water penetration, separation, scaling, debonding, crazing, cracking, bubbling, shrinkage, disintegration, pinholing, sagging, loss of adhesion, loss of cohesion, and staining of the adjoining or adjacent materials or surfaces.

.3 Correct all deficiencies or sealant failures immediately. Any repair(s) required under the warranty shall be carried out in a timely manner and in accordance with the requirements of this specification section and recommendations of the manufacturer and consultant. The contractor shall include as part of their material and installation warranty all costs associated with providing access to facilitate any replacement under the project warranties.

Part 2 Products

2.1 SEALANT MATERIALS (GENERAL)

.1 When low toxicity caulks are not possible, confine usage to areas which offgas to exterior, are contained behind air barriers, or are applied several months before occupancy to maximize offgas time.

.2 Sealant and caulking compounds must be accompanied by detailed instructions for proper application so as to minimize health concerns and maximize performance, and information describing proper disposal methods.

.3 Where sealants are qualified with primers use only these primers.

2.2 SEALANT MATERIALS

.1 Type 1 sealant (for use at all exterior joints in the windows and panel systems): Low modulus, chemical curing, multi-component polyurethane joint sealant to ASTM C920 and CAN/CGSB-19.24.

.1 Acceptable Materials:

.1 Tremco Dymeric 240/240FC, as manufactured by Tremco Canada.

.2 Sonolastic NP-2, as manufactured by BASF Building Systems, or approved alternate.

.2 Sealant Colour:

.1 As selected and approved by the owner from the manufacturer's standard colour range.

.2 Custom colour to match new exterior cladding components and systems (as indicated on the drawings). Final colour selection and approvals to be provided by the Owner.

.2 Type 2 sealant (for use as interior sealant between all trim/window systems): General purpose, paintable, acrylic latex sealant complying with CAN/CGSB-19-GP-5M (R1984). Joint movement capacity +/- 10%.

.1 Acceptable Material: Tremco Tremflex 834, as manufactured by Tremco Canada, or approved alternate.

.1 Colour: As selected and approved by the owner from the manufacturer's standard colour range.

.3 Type 3 sealant (for use at joints in the glazing tape, exterior dry glazing gaskets of fixed window systems glazed on-site or for heel beading around interior of insulated glazing units for rainscreen window systems): Construction grade, medium modulus, one-part, neutral cure, silicone sealant to ASTM C920.

.1 Acceptable Materials:

.1 Dow Corning 1199, Silicone sealant.

.2 Tremsil 600, as manufactured by Tremco Canada.

.3 SilGlaze II (SCS 2800), as manufactured by Momentive, or approved alternate.

.2 Colour: As selected and approved by the owner from the manufacturer's standard colour range.

.4 Type 4 sealant (for application at lap joints and perimeter of new polyethylene sheets): Acoustical Sealant, single component, non-curing.

.1 Acceptable material: Acoustical sealant, as manufactured by Tremco Canada, or approved alternate.

2.3 SEALANT ACCESSORIES

.1 Bond Breaker Tape: Pressure sensitive polyethylene bond breaker tape which will not bond to surface, as recommended by sealant manufacturer.

.2 Preformed Compressible back-up materials: Composed of Polyethylene, Urethane, Neoprene or Vinyl Foam compatible with exterior sealant.

.1 Extruded closed cell foam backer rod.

.1 Size: oversize 30% to 50%.

.3 Joint Cleaner: Non-corrosive and non-staining type, compatible with joint forming materials and sealant as recommended by sealant manufacturer.

.4 Primer: As recommended by manufacturer.

Part 3 Execution

3.1 SITE INSPECTION

.1 Arrange for sealant manufacturer to have qualified technical representative visit site prior to commencement of work to discuss with Contractor, Subcontractor (applicator) and Consultant, the surface preparation requirements, joint profiles and sealant application procedures required for this project to maintain product and system warranties, and make alternative recommendations should adverse conditions exist. Sealant manufacturer to submit a letter in writing, on site at the time of the site visit summarizing their site visit and recommendations provided.

.2 Sealant manufacturer to arrange for the qualified technical representative to visit site periodically during sealant application work and upon substantial completion of all work to ensure adherence to sealant manufacturer's recommendations and installation instructions.

3.2 PROTECTION

.1 Protect installed work of other trades from staining or contamination.

3.3 PREPARATION OF JOINT SURFACES

.1 Clean, remove and dispose of all existing sealant and backup materials.

.2 Clean all concrete, masonry surfaces and ferrous metals of all foreign materials by wire brushing, grinding or sanding. Use a dry clean stream of compressed air if necessary to clean the joint of all particulate matter.

.3 Examine joint sizes and conditions to establish correct depth to width relationship for installation of backup materials and sealants.

.4 Prepare all existing substrate surfaces in strict accordance with manufacturer's installation instructions and as specified herein.

.5 Ensure that bonding joint surfaces are structurally sound and free of all harmful matter including dust, rust oil, grease, old caulking, loose mortar and other residue which may adversely affect the adhesion of the sealing materials. Use 'two cloth' method for solvent cleaning.

.6 Do not apply sealants to joint surfaces treated with sealer, curing compound, water repellent, or other coatings unless tests have been performed to ensure compatibility of materials. Remove coatings as required.

.7 Ensure joint surfaces are dry and frost free.

.8 Wipe metal surfaces to be caulked with cellulose sponges or clean rags soaked with joint cleaning material (Xylene solution). Followed by a second wiping of all surfaces with a clean dry cloth (two cloth cleaning method). Clean pre-coated metals with solutions or compounds which will not injure finish and which are compatible with primer and sealant. All surfaces to be caulked must be wiped with the appropriate cleaner as recommended by the sealant manufacturer before application of caulking.

.9 Test sealant for indications of staining or poor adhesion in accordance with CAN/CGSB-19.24-M90 before any sealing is commenced. Submit in writing to the Consultant.

3.4 PRIMING

.1 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

.2 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

3.5 BACKUP MATERIAL

.1 Apply breaker-bead of sealant or bond breaker tape (as shown on drawings) or where recommended by sealant manufacturer to prevent three sided adhesion. Breaker-bead is to be tooled prior to the installation of caulking to ensure proper joint profile. Allow breaker -bead sufficient time to cure prior to installing final exterior sealant (minimum cure time as recommended by the manufacturer).

.2 Install new backer rod, with approximately 30% compression to achieve correct sealant joint depth and shape as recommended by the manufacturer.

3.6 MIXING

.1 Mix materials in strict accordance with sealant manufacturer's instructions.

3.7 APPLICATION

.1 Sealant.

.1 Read other Sections of the specifications and examine drawings for extent of caulking. Do all other caulking specified or required.

.2 Apply sealant materials and primers when surfaces are prepared and weather conditions are prevalent, consistent with the manufacturer's recommendations.

.3 Mask edges of joint where irregular surface or sensitive joint border exists to provide neat joint.

.4 Apply sealant in continuous beads.

.5 Apply sealant using gun with proper size nozzle.

.6 Use sufficient pressure to fill voids and joints solid.

.7 Form surface of sealant with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities.

.8 Tool exposed surfaces before skinning begins to provide a smooth surface with a slightly concave shape.

.9 Remove excess compound promptly as work progresses and upon completion.

.2 Curing.

.1 Cure sealants in accordance with sealant manufacturer's instructions.

.2 Do not cover up sealants until proper curing has taken place.

.3 Cleanup.

.1 Clean adjacent surfaces immediately and leave work neat and clean. Caulking residue left on adjacent building materials will not be accepted.

.2 Remove excess residue each day, using recommended cleaners as work progresses.

.3 Remove masking tape after initial set of sealant.

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Prepare and submit all specified curtain wall shop drawings, product data and test reports, as specified herein or as indicated on the drawings.

.2 Supply and install new drained, curtain wall system complete with glazing, insulated spandrel panels and all related accessories.

.3 Coordinate and pay for design and anchorage of all new curtain wall systems. Curtain wall design is to be performed by a Professional Engineer licensed to practice in the Province of Ontario. Submit engineered shop drawings signed and sealed by a professional engineer, prior to fabrication.

.4 Fabricate and install new prefinished aluminum closure flashings and sill flashings located at head, jamb and sill of all new curtain wall framing systems, as detailed on the drawings.

.5 Supply and install new mill finished aluminum transition flashing to act as support for tie-in of new S/A membrane into shoulder of curtain wall mullion.

.6 Supply and install new swing door at locations identified on the drawings with hardware, threshold, automatic door operator system (power door operators, switches, electric strike, etc) for barrier-free access where required. Integrate system and operation into existing entry system.

.7 Washing of all new curtain wall framing systems and spandrel panels following the completion of work and demobilize from site.

1.2 REFERENCES

.1 Aluminum Association Designation System for Aluminum Finishes (AA).

.1 DAF 45, Designation System for Aluminum Finishes.

.2 American Architectural Manufacturers Association (AAMA).

.1 AAMA CW-10, Curtain Wall Manual #10 Care and Handling of Architectural Aluminum From Shop to Site.

.2 AAMA CW-11, Curtain Wall Manual - Design Windloads for Buildings and Boundary Layer Wind Tunnel Testing.

.3 AAMA 501, Methods of Test for Exterior Walls

.3 American Society for Testing and Materials (ASTM)

.1 ASTM B209, Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

.2 ASTM B221, Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.

.3 ASTM E 283, Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

.4 ASTM E330, Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.

.5 ASTM E 331, Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

.6 ASTM E 1105, Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Curtain Walls, and Doors by Uniform or Cyclic Static Air Pressure Difference.

.4 Canadian General Standards Board (CGSB)

.1 CGSB 1-GP-40M Primer, Structural Steel, Oil Alkyd Type.

.5 Canadian Standards Association (CSA)

.1 CSA G40.20/G40.21, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steels.

.2 CSA G164, Hot Dip Galvanizing of Irregularly Shaped Articles.

.3 CAN/CSA S157-05/S157.1-05 (R2010), Strength Design in Aluminum / Commentary on CSA S157-05, Strength Design in Aluminum

.4 CAN/CSA A440.2-04/A440.3-04, Energy Performance Evaluation of Windows and Sliding Glass Doors.

.6 "Glass and Metal Curtain Walls - Best Practice Guide", published by the Canadian Mortgage and Housing Corporation, 2004.

1.3 SYSTEM DESCRIPTION

.1 Vertical glazed, drained, aluminum curtain wall system, complete with a thermally broken, shop fabricated, tubular aluminum back sections with self-supporting framing, and a factory applied finish. Curtain wall system to include vision glass, insulated aluminum spandrel panels, related flashings, anchorage and attachment devices.

.1 All curtain wall components shall be provided by one system manufacturer.

.2 Assembled system to permit re-glazing of individual glass (and infill panel) units without requiring removal of structural mullion sections.

.2 Design-Delegation:

.1 This is a performance specification. Criteria for solution of an airtight, watertight and structurally sound glazed aluminum curtain wall system specified in this Section is for sole purpose of establishing design intent and performance requirements.

.2 Design intent is to provide a glazed aluminum curtain wall system which incorporates glazed vision lights metal spandrel panels, and shadow boxes retained within an aluminum framing system. The design is limited only to dimensional spaces allowed for curtain wall as indicated by capacity of system to

meet or exceed design and performance requirements specified. Augment wall system shown in size and thickness of metal as required.

.3 Drawings indicate external profiles and configurations required, relationships of building structure, and other exterior and interior building elements with which work of this Section will interface. Details shown are intended to illustrate acceptable profiles.

.4 Be totally responsible for curtain wall and related work of this Section. Total responsibility does not preclude the Consultant's approvals at each step of the procedures.

.5 Dimensions and profile adjustments may be made in proposed design in interest of fabrication or erection methods or techniques, weatherability factor, or ability of system to satisfy design and performance requirements provided that intent of design and specifications are maintained.

.6 Drawing submittals that follow exactly details indicated, do not relieve manufacturer/installer of responsibility for design, fabrication, installation, or performance of the work in this Section.

.7 Document any variations from Architect's drawings and specifications in writing for Architect's review. In event of a controversy over design, Architect's decision is final. This procedure does not preclude the Contractor from formally objecting on the basis that Architect's decision lowers performance or quality of work.

.8 Supplementary Parts:

.1 Provide supplementary parts necessary to complete work as shown and specified, although not definitively shown, detailed, or specified, but reasonably required to conform to design intent and performance requirements.

.2 Unless otherwise noted or specified to be furnished or installed by another subcontractor, include the design and sizing of wall sections and anchor assemblies to meet the design and performance requirements and the furnishing and installation of inserts, fasteners, clips, bracing, and steel framework as required for the proper anchorage of the curtain wall elements to the structure.

.9 Alternate anchorage proposals will be considered only if general design and intent of drawings and specifications are maintained. Drawings and specifications do not purport to indicate or describe all work required for full performance and completion of work.

.10 Architect's review of submittals as designated in this and related Sections will be issued only with understanding that Contractor is fully responsible for performance of work of this Section.

1.4 PERFORMANCE REQUIREMENTS

.1 All components, assemblies and completed work under this Section shall meet or exceed minimum standards of applicable codes and standards in effect in Sault Ste. Marie, Ontario, and regulations of other governing agencies having any jurisdiction.

.2 Design curtain wall SB-10 requirements of the OBC.

.1 Assembly: Max U-value: 1.99

.2 Insulation: Min RSI-value: 0.40

.3 The curtain wall shall not have visible condensation on any interior surfaces when subject to the following design conditions:

.1 Winter Interior Design Temperature: 21 deg C

.2 Winter Interior Design Relative Humidity: 30 %

.3 Exterior Winter Design Temperature: -25 deg C

.4 Design aluminum components to CAN/CSA S157.

.5 Design and size curtain wall components to withstand dead and live loads caused by pressure and suction of wind, snow and hail for sloped glazing, acting normal to plane of system as calculated in accordance with the OBC.

.6 Deadload prevention: Design curtain wall system with separate, integrated support for insulating glass units.

.7 Limit deflection of mullions to maximum 1/175th of clear span when tested to ASTM E330 under wind loads for building capacity as ascertained by OBC supplement No. 1 Climatic Information for Building Design in Canada, with full recovery of glazing materials. Reinforce curtain wall system (as required) to limit deflection.

.8 Provide system to accommodate, without damage to components or deterioration of seals:

.1 Movement within system.

.2 Movement between system and perimeter framing components.

.3 Dynamic loading and release of loads.

.4 Deflection of structural support framing.

.9 Thermal resistance of system (excluding vision areas):

.1 Spandrel areas: RSI 3.0 (R 16.8).

.10 Limit air infiltration through assembly to 0.0003 $m^3/s/m^2$ of wall area, measured at a reference differential pressure across assembly of 75 Pa as measured in accordance with AAMA 501.

.11 Water infiltration: None to AAMA 501 at differential pressure across assembly of 720 Pa (0.104 psi).

.12 Curtain wall framing and glazing components combined are to provide a minimum overall condensation resistance rating (Temperature Index) of I60, when tested in accordance with CSA A440.2.

.13 System to provide for expansion and contraction within system components caused by a cycling temperature range of 95°C over a 12 hour period without causing detrimental affect to system components.

.14 Drain water entering joints, condensation occurring in glazing channels, or migrating moisture occurring within system, to the exterior by a weep drainage network.

.15 Maintain continuous air barrier and vapour retarder throughout assembly, primarily in line with inside pane of glass and heel bead of glazing compound. Position thermal insulation on exterior surface of air and vapour barrier.

.16 Ensure no vibration harmonics, wind whistles, noises caused by thermal movement, thermal movement transmitted to other building elements, loosening, weakening, or fracturing of attachments or components of system occur.

.17 Structural Sealant: Capable of withstanding tensile and shear stresses imposed by curtain wall systems without failing adhesively or cohesively. Provide sealant that fails cohesively before sealant releases from substrate when tested for adhesive compatibility with each substrate and joint condition required.

1.5 SUBMITTALS

.1 Submit test reports from independent testing agency indicating that curtain wall system/ windows exceed the performance requirements of AAMA 501 at the appropriate performance levels to meet climatic requirements, and as specified herein, with respect to air infiltration, window load resistance, water resistance, thermal performance, ease of operation, load tests on screens, blocked operation. Testing must have been performed in last 3 years unless reaffirmed by original independent testing agency.

.2 Manufacturer's Instructions: Provide to indicate special handling criteria, installation sequence, cleaning procedures and environmental application constraints.

.3 Product Data: Submit product data including manufacturer's literature for glazed aluminum curtain wall extruded members, panels, components and accessories, indicating compliance with specified requirements and material characteristics.

- .1 Submit list on curtain wall manufacturer's letterhead of materials, components and accessories to be incorporated into Work.
- .2 Include product names, types and series numbers.
- .3 Submit catalogue details for type of curtain wall illustrating profiles, dimensions and methods of assembly.
- .4 Indicate each type of curtain wall extrusion profiles, method of assembly, section and hardware reinforcement, locations of exposed fasteners, finishes and location of manufacturer's nameplates.

.4 Structural Calculations: Submit duplicate copies of structural calculations made by or for curtain wall subcontractor in connection with design and detailing of the curtain wall work, including connections and attachments. Base calculations on worst case conditions for all allowable variations, tolerances and connections. Perform calculations under direct supervision of a licensed Professional Engineer registered in the Province of Ontario>. Seal calculations. Calculations shall include the following:

.1 Direction and magnitude of thermal expansion; direction and magnitude of applicable building and seismic movements.

.2 Structural forces imposed on the building structure under all conditions of construction and loading, as specified.

.5 Prior to final payment, submit written certification from the curtain wall system manufacturer certifying that the installation of the curtain wall system is acceptable to the manufacturer.

1.6 SHOP DRAWINGS

.1 Submit shop drawings for the entire new curtain wall framing system. Shop drawings are to include the following minimum information:

.2 A detailed material list and product description clearing defining all curtain wall systems, products and materials to be utilized on this project. Type of information required includes, but is not limited to the following:

.1 Description of the proposed curtain wall framing, style and finish (reference manufacturer's product data and model numbers), including all related material components and gaskets.

.2 Detailed description of backpan construction and insulation.

.3 Detailed description of insulated glazing unit construction and components (refer to section 08 80 50, "Glazing" for shop drawing submission requirements).

.4 Include information on shims and fasteners (size, type and finish), as described below.

.5 Interior and Exterior flashing thickness, colour and finish.

.6 Description of all other proposed curtain wall installation materials to be utilized on this project, such as; self-adhering (S/A) membrane, mineral wool insulation, low expanding foam and interior/exterior sealants.

.3 Detailed window schedule, showing all curtain wall types, styles and sizing to be replaced as part of this project. Window schedule must include, but is not limited to the following; reference to curtain wall type, rough opening size, frame sizes, location of insulated spandrel panels and sizing, including the location of all anchoring components and construction of surrounding walls.

.4 Submit details of curtain wall system in half size scale, including sections, dimensions, elevations, rough opening requirements and tolerances, materials, finishes, methods of joining/anchoring (i.e. location, size and type of anchors), types of sealants, gaskets, insulation, spandrel panels (colour and finish), backpans, thermal breaks, provision for expansion and contraction, drainage, pressure equalization compartments, firestopping and connection to all adjacent construction.

.5 Curtain wall system and its attachment must be designed by a Professional Engineer licensed in the Province of Ontario. Shop drawings must include the following information:

.1 Anchoring requirements (i.e. location, size and spacing of fasteners), a description of the type of anchors, location and size and any steel brackets or angles used to connect the curtain wall system to the existing structure. As part of the structural design and anchorage of the curtain wall system, the professional engineer will be responsible to design and provide connection of the new curtain wall system to the existing building structural components.

.2 Design and location of expansion joints (as required).

.3 Design loads as specified by the National Building Code, including but not limited to the following:

- .1 Self weight
- .2 Dead loads
- .3 Seismic loads
- .4 Wind Loads
- .5 Guard Loads

.4 Each drawing submitted shall bear the proof professional stamp and signature of a qualified Professional Engineer registered in the province of Ontario.

1.7 SAMPLES

.1 Submit one, framing sample of curtain wall system demonstrating proposed framing size, shape and profile, including method of connection and sealing at horizontal and vertical connections, and including all gaskets and seals, pressure plates and snap caps.

.2 Submit one, 300mm x 300mm sealed glazing unit sample in accordance with Section 08 80 00.

.3 Submit two, 200mm x 200mm samples demonstrating colour and texture of the prefinished aluminum spandrel panels. Include reference to the colour, texture and thickness of material (where applicable).

1.8 MOCK-UPS

.1 Construct a full scale mock-up of complete curtain wall installation as identified on site by the consultant. Mock-ups to include complete component assembly of the curtain wall system, including but not limited to, all anchoring components, installation of sealed glazing units, glazing tape, backpans, insulation, spandrel panels, and all internal sealants. Mock-ups must also include connection air/moisture barrier connections of new curtain system to adjacent exterior wall assembly (as detailed on the drawings).

.2 Allow 48 hours for inspection of mock-up by the Consultant before proceeding with the remaining work.

.3 When accepted, mock-up will demonstrate minimum standard for this work. Mock-up may remain as part of finished work.

1.9 MAINTENANCE DATA

.1 Provide maintenance data for cleaning and maintenance of aluminium finishes for incorporation into maintenance manual.

1.10 DELIVERY, STORAGE AND HANDLING

.1 Deliver, store, handle and protect materials in accordance with manufacturers' recommendations and as outlined below.

.2 Storage and Handling Requirements: Store materials off ground and protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.

.1 Material storage and handling: To AAMA CW-10.

.3 Apply temporary protective coating to finished surfaces. Remove coating after erection. Do not use coatings that will become hard to remove or leave residue.

.4 Leave protective covering in place until final cleaning of building.

1.11 QUALITY ASSURANCE

.1 Single Source Responsibility: Provide each curtain wall system from one source.

.2 Manufacturer shall specialize in designing and manufacturing the types of metal, glass and glazing accessories specified in this section, with a minimum of 10 years of documented successful experience of similar project size and type, and have the facilities capable of meeting all requirements of the Contract Documents as a single-source responsibility and warranty.

.3 Installers: Installer Qualifications: A qualified firm that is certified by curtain wall system manufacturer to install manufacturer's product and that is specifically experienced with a minimum of 10 years' experience in similar glazed wall systems for similar project size and type.

.4 Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of <insert state> and who has a minimum of 10 years' experience in similar glazed wall systems in providing engineering services of the kind indicated.

.5 Welding

.6 Perform welding by skilled and qualified mechanics licensed where required in accordance with local governing regulations.

.7 Perform welding in conformance with AWS Structural Welding Code D1.1 for steel and D1.2 for aluminum.

.8 Document in-plant and job site quality control procedures in writing and submit to Architect upon request for review.

.9 At the time of bid provide Shop Drawings of typical mullion profiles and configuration, and simulations or reports that indicate the following:

.10 The means of drainage of the system

.11 Location and means of achieving continuity of the air barrier for the system

.12 Typical anchorage details to the building

.13 U-factors for the vision and spandrel areas

.14 Ensure that replacement parts for the curtain wall system, including glass and coatings, sealants, and gaskets are readily available in North America.

.15 Manufacturer shall afford the Architect, Owner, and their authorized agents full access to plant, shop (excluding paint facility), and assembly point to view and inspect the processes and methods employed in the fabrication, assembly, and finishing of the curtain wall.

1.12 WARRANTY

.1 Provide a written guarantee in the name of the owner stating that the curtain wall system; including but not limited to frames, glazing, panels, flashings, etc., is guaranteed against material and workmanship for a period for ten (10) years.

PART 2 PRODUCTS

2.1 MATERIALS

.1 Curtain Wall System Components & Related Accessories:

.1 Aluminum Extrusions: to ASTM B221, thermosetting quality, 6063 alloy with T5 temper.

.2 Sheet Aluminum: to ASTM B209, thermosetting quality.

.3 Steel Reinforcement: to CSA-G40.20/G40.21M, grade 300 W.

.4 Fasteners, screws and bolts: Tamperproof, cadmium plated stainless steel 300 series to meet curtain wall requirements and as recommended by manufacturer.

.5 Anchors: Ensure anchors have three-way adjustment.

.6 Thermal Break: Glass fibre reinforced polyamide extrusion.

.7 Pocket Filler: Rigid black, PVC pocket filler, sized for use with an exterior flashing and S/A membrane, as recommended by the manufacturer.

.8 Glass Support: 127mm long mill finish aluminum, that clips into curtainwall framing, and is suitable for use with a double glazed sealed glazing unit.

.9 All components of corrosion-resistance material compatible with aluminum.

2.2 ALUMINUM CURTAIN WALL

.1 The curtain wall system can be unitized or stick built on site.

.2 Construct thermally broken frames of aluminum extrusions with minimum wall thickness of 3.0 mm. Reinforce as required to meet the requirements of NBCC for location of building.

.3 Curtain Wall sizes:

.1 Horizontal and Vertical Framing mullions: Closed frame, 64mm wide x 100mm deep profile; thermally broken, shop fabricated, factory prefinished, vertical stick-built glazed aluminum curtain wall system of tubular aluminum sections, complete with structural sealant of sufficient size and strength to provide adequate bite on glass and spandrel panels (as recommended by manufacturer); drainage holes, deflector plates and internal flashings to accommodate internal weep drainage system and to direct water to the exterior. Provide all other curtain wall accessories compatible with mullion profile, as recommended by manufacturer. Size new curtain wall framing to suit wind load requirements and to fit within the existing wall construction (taking into account fixed components such as tile floor finishes, steel lintels and existing exterior masonry projection). Size and position new curtain wall framing such that the glass is in line with the building thermal insulation.

.2 Exterior cap and pressure plates: not applicable: The entire curtain wall is structural glazed

.4 Glazing: Refer to Section 08 80 50 – Glazing.

2.3 INSULATED SPANDREL PANELS, SHADOW BOXES, ALUMINUM CLOSURE FLASHINGS, AND INTERIOR LINER

.1 Spandrel panels with insulated back pan panels installed in locations shown on the drawings. Component construction as follows:

.1 Outer Face: 3.2 mm thick exterior aluminum panel, complete with a factory applied finish to match metal panel system.

.2 Core: Non-combustible, semi-rigid mineral wool insulation, with a minimum thickness of 100mm. Secure insulation in backpans with galvanized impaling clips (as recommended by insulation/curtain wall manufacturer). Minimum insulation performance properties:

.1 Moisture Resistance: 0.01% to ASTM C 1104.

.2 Thermal Resistance (RSI Value/25.4mm @ 24°C): 0.74 m^2K/W to ASTM C518 (C177).

.3 Density (Nominal): 64 kg/m^3 minimum to ASTM C 613-93.

.4 Acceptable Material: CurtainRock, as manufactured by Roxul.

.3 Inner Face: 22Ga. (0.85mm thick) Zinc coated, hot-dipped galvanized sheet steel backpans to ASTM A 653/A653M, with a minimum zinc coating weight of Z275-275 g/m^2. Construct all backpans in accordance with curtain wall manufacturer's recommendations to maintain continuity of air and water seals.

.4 Interior Aluminum Skin (to be applied directly to the interior surface of the curtain wall framing to protect galvanized backpans and to provide an interior finish):

.1 3.2mm thick mill finish aluminum sheet, with a factory applied finish as outlined below. Colour to match interior mullion framing. Precut sheets to size in a shop prior to application of coating. All edges of aluminum sheets are to be filled smooth.

.2 Adhesive (for attachment of aluminum panels): 2.3mm thick, gray closed cell acrylic foam tape that will conform to substrates, suitable for providing structural adhesion of metal panels. Acceptable material:

.1 3M – VHB Structural Glazing Tape, as manufactured by 3M .

.2 Shadow boxes with insulated back pan panels installed in locations shown on the drawings. Component construction as follows:

.1 Outer Face: Insulated glazing unit as per specification section 08800

.2 Core: Non-combustible, semi-rigid mineral wool insulation, with a minimum thickness of 100mm. Secure insulation in backpans with galvanized impaling clips (as recommended by insulation/curtain wall manufacturer). Minimum insulation performance properties:

.1 Moisture Resistance: 0.01% to ASTM C 1104.

.2 Thermal Resistance (RSI Value/25.4mm @ 24°C): 0.74 m^2K/W to ASTM C518 (C177).

.3 Density (Nominal): 64 kg/m^3 minimum to ASTM C 613-93.

.4 Acceptable Material: CurtainRock, as manufactured by Roxul.

.3 Core facing: 22Ga. (0.85mm thick) Zinc coated, hot-dipped galvanized sheet steel backpans to ASTM A 653/A653M, with a minimum zinc coating weight of Z275-275 g/m^2.

.1 Physically attached to head, sill, and both jambs

.2 Colour: Black

.4 Inner Face: 22Ga. (0.85mm thick) Zinc coated, hot-dipped galvanized sheet steel backpans to ASTM A 653/A653M, with a minimum zinc coating weight of Z275-275 g/m^2. Construct all backpans in accordance with curtain wall manufacturer's recommendations to maintain continuity of air and water seals.

.3 Vertical movement joints in curtain wall shall be concealed within the spandrel panel areas, however, must be positioned directly below the horizontal rails. Allow for movement between top of spandrel panels and rail above; do not split back pans horizontally. Movement joint is to be designed and provided within the glazing pocket of the framing members. Clearly indicate and include method of achieving vertical movement joints in shop drawings.

2.4 CURTAIN WALL/ ADJACENT CLADDING TRANSITION:

.1 Exterior Aluminum Closure/Sill Flashing (to be installed around the perimeter of new curtain wall systems to provide transition from curtain wall framing to adjacent

cladding): 1.63 mm thick exterior aluminum flashing (pre-bent to the required profiles), complete with a factory applied finish as outlined below.

.2 New mill finished aluminum transition flashing to act as support for tie-in of new S/A membrane into shoulder of curtain wall mullion. Thickness: 0.40mm (0.016"), profile as indicated on the drawings.

2.5 ALUMINUM FINISHES

.1 Interior/Exterior Aluminum Finish: Factory applied coating to AAMA 2605 and CAN/CGSB-93.1 supplemented and amended as follows:

.1 Interior/Exterior Aluminum Finishes: Three-coat, factory applied fluoropolymer coating system for extruded aluminum and aluminum sheet, meeting the requirements of AAMA 2605.

.1 Acceptable Coating System: Duranar XL Coating (3-coat), as manufactured by PPG.

.2 Colour: to be selected and approved by Owner from manufacturer's standard colour range.

.1 Interior framing components: Duranar XL finish

.2 Snap Caps: Duranar XL finish

.3 Spandrel panels: Duranar XL finish

.4 Exterior curtain wall closure flashing: Duranar XL finish

.5 Interior aluminum liner panel: Duranar XL finish

.3 Specular gloss: 30 units +/- in accordance with ASTM D 523-89(1999).

.4 Coating thickness: Finish shall have a minimum dry film thickness of 1.2 mil (2 coats).

.5 Resistance to accelerated weathering for chalk rating of 8, colour fade 5 units or less and erosion rate less than 20% to ASTM D 822 as follows:

.1 Outdoor exposure period 2500 hours.

.2 Humidity resistance exposure period 5000 hours.

.6 Requirements for application of new fluoropolymer coating system to metal flashings:

.1 All metal flashing, the flashing/panel components are to be fabricated into the required profiles prior to the application of the fluoropolymer coating system.

.2 Accessories:

.1 Apply two coats of bituminous paint to concealed aluminum surfaces in contact with cementitious or dissimilar materials.

2.6 STEEL FINISHES

.1 Finish steel clips and reinforcing steel with steel primer to CGSB 1-GP-40M.

.2 Shop and touch-up primer for steel components: SSPC 25 Paint red oxide.

.3 Touch-up primer for galvanized steel surfaces: SSPC 20 Paint zinc rich.

2.7 AIR VAPOUR BARRIER

.1 Self-adhering sheet membrane: as specified in Section 07 13 26 – Self Adhered Sheet Membrane.

2.8 FABRICATION – GENERAL

.1 Fabricate framing from aluminum extrusions of the specified size and shape in accordance with the approved shop drawings and system manufacturer's instructions.

.1 Ensure vertical and horizontal members are tubular extrusions designed for shear block corner construction.

.2 Mullion depth sizes as indicated.

.3 Cap depth sizes: as indicated.

.4 Ensure all joints between caps are fabricated to provide a splice plate inside the cap, fastened to one cap length, but not both, to close the gap between mullions.

.2 Construct units square, plumb and free from distortion, waves, twists, buckles or other defects detrimental to performance or appearance.

.1 Ensure curtain wall is fabricated with separate, integrated support for insulating glass unit.

.2 Do glazing in accordance with Section 08 80 50 – Glazing.

.3 Site glazing is permitted.

.3 Reinforce framing members with structural steel reinforcement, as required for external (wind) and internal (guard) imposed loads, as specified by the National Building Code.

.4 Fabricate system components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.

.5 Fit joints tightly and secure mechanically. Make joints flush, hairline, and weatherproof.

.6 Prepare components to receive anchor devices. Install anchors.

.7 Arrange fasteners and attachments to ensure concealment from view.

.1 Ensure fasteners do not penetrate thermal break.

.2 Where fasteners cannot be concealed, countersunk screws finished to match adjacent material may be used upon receipt of written approval from Consultant.

.8 Isolate aluminum from direct contact with dissimilar metals, concrete and masonry.

.9 Visible manufacturer's identification labels not permitted.

2.9 FABRICATION – SPANDREL PANELS

.1 Fabricate infill panels with metal covered edge seals around perimeter of panel assembly, enabling installation and minor movement of perimeter seal.

.2 Reinforce interior surface of exterior panel sheet from deflection caused by wind and suction loads.

.3 Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.

.4 Place insulation within panel, adhered to exterior face of interior panel sheet over entire area of sheet with impale fasteners.

.5 Ventilate and pressure equalize the air space outside the exterior surface of the insulation, to the exterior.

.6 Arrange fasteners and attachments to ensure concealment from view.

.7 Maintain continuity of air barrier through interior surface of galvanized backpans, as recommended by curtain wall manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

.1 Verify dimensions, tolerances, and method of attachment with other work.

.2 Verify wall openings and adjoining air barrier and vapour retarder materials are ready to receive work of this section.

.3 Verify existing structure and back-up wall construction is as assumed by curtain wall designer with respect to installation and anchoring of the assembly. Modify design to suit actual as built conditions (as required). Submit revised drawings showing any modifications to the curtain wall design and anchorage. Revised shop drawings are to be sealed by a Professional Engineer registered in the province of Ontario.

3.2 INSTALLATION

.1 Install curtain wall system in accordance with manufacturer's instructions.

.2 Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.

.3 Provide alignment attachments and shims to permanently fasten system to building structure. Clean weld surfaces; apply protective primer to field welds and adjacent surfaces.

.4 Set frames plumb, square, level at correct elevation in alignment with adjacent work.

.5 Provide thermal isolation where components penetrate or disrupt building insulation.

.6 Anchor securely.

.7 Install sheet metal flashing transitions and self-adhering membrane (as indicated on the drawings or directed by the consultant on site), to maintain continuity of air barrier to existing exterior wall construction.

.8 Install all glass, spandrel panels and backpans in accordance with Section 08800 - Glazing and system manufacturers' installation instructions.

.9 Install sill flashings.

.10 Co-ordinate attachment and seal of perimeter air barrier and vapour retarder materials.

.11 Apply low expanding foam insulation in shim spaces at perimeter of curtain wall assembly to maintain continuity of thermal barrier, as indicated on the drawings. Install mineral wool insulation along the jambs and head to facilitate vertical movement on the curtain wall system.

.12 Make allowances for deflection of structure to ensure that structural loads are not transmitted to frames.

3.3 INSPECTION AND TESTING

.1 Field inspection and testing of curtain wall installation is to be carried out by the Consultant.

.2 Provide Consultant and owner access to all areas of work.

.3 Arrange for curtain wall manufacturer to have a qualified technical representative visit site prior to commencement of work to discuss with Contractor, Subcontractor (window installer) and Consultant, the installation procedures and make alternative recommendations should adverse conditions exist.

.4 Arrange for curtain wall manufacturer to have a qualified technical representative visit the site at regular intervals during installation and upon completion of work to ensure adherence to Specifications, and to check quality of work.

.5 The above supervision shall be performed at no extra cost to the Owner.

3.4 GLAZING

.1 Glaze curtain wall in accordance with Section 08 80 50 - Glazing.

3.5 CAULKING

.1 Seal joints to provide weathertight seal at outside and air vapour seal at inside.

.2 Apply sealant in accordance with Section 07 92 00 - Joint Sealants. Conceal sealant within the aluminum work except where exposed use is permitted by Owner's Representative.

3.6 CLEANING

.1 Remove protective material from prefinished aluminum surfaces.

.2 Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

.3 Wash all windows and spandrel panels following completion of work, to remove all dirt, dust and construction debris from the frames and glass. Carry out cleaning operations in accordance with Glass Association of North America (GANA) Glass Information Bulletin 01-300 "Proper Procedures for Cleaning Architectural Glass Products". Recommended glass cleaning procedures as outlined by GANA.

.4 Perform window cleaning operations in accordance with CAN/CSA-Z91-02 "Safety Code for Window Cleaning Operations".

.5 Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.

3.7 PROTECTION

.1 Protect finished Work from damage. Repair and/or replace all damaged components at no additional cost to the owner, as directed by the consultant.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work includes, but is not limited to the following:

.1 Supply and installation of glazing in all new fixed windows, curtain wall. and entry doors.

.2 Design of glazing thickness and type of glass is to be performed by contractor as part of this project. Submit engineered shop drawings signed and sealed by a professional engineer licensed in the province of Ontario for the design of all glass.

1.2 REFERENCES

.1 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-12.1, Tempered or Laminated Safety Glass.

.2 CAN/CGSB-12.8, Insulating Glass Units.

.3 CAN/CGSB-12.20, Structural Design of Glass for Buildings.

.2 Canadian Standards Association (CSA):

.1 AAMA/WDMA/CSA/101/I.S.2/A440-11, NAFS - North American Fenestration Standard/Specification for Windows, Doors, and Skylights and CSA-A440S1-09, Canadian Supplement to AAMA/WDMA/CSA 101/I.S.2/A440, NAFS - North American Fenestration Standard/Specification for Windows, Doors, and Skylights.

.2 CAN/CSA A440.2-09, Fenestration Energy Performance.

.3 CAN/CSA A440.4-07, Window, Door and Skylight Installation.

.3 American Society for Testing and Materials (ASTM)

.1 ASTM C 920, Standard Specification for Elastomeric Joint Sealants

.2 ASTM C 1193, Standard Guide for Use of Joint Sealants

.3 ASTM C1036-16, Standard Specification for Flat Glass

.4 ASTM E 2188, Standard Test Method for Insulating Glass Unit Performance.

.5 ASTM F 2189, Standard Test Method for Testing Resistance to Fogging in Insulating Glass Units.

.6 ASTM E 2190, Standard Specification for Insulating Glass Unit Performance.

.7 ASTM E 2269, Standard Test Method for Determining Argon Concentration in Sealed Insulating Glass Units using Gas Chromatography.

.8 ASTM E 2353, Standard Test Methods for Performance of Glass in Permanent Glass Railing Systems, Guards, and Balustrades

.4 Insulating Glass Manufactures Alliance (IGMA), North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use.

.5 Glass Association of North America (GANA)

.1 GANA Laminated Reference Manual

.6 Ontario Building Code (OBC) 2012.

.7 Occupation Health and Safety Act and Regulations for Construction Projects.

1.3 SUBMITTALS

.1 Submit samples in accordance with Section 01001, "General Requirements", item 1.6, Samples.

.2 Submit one; 12" x 12" (300mm x 300mm) insulating glass unit sample, for each proposed unit configuration, to demonstrate colour, appearance and performance properties of new insulating glass units. Submit glazing unit samples for review and written approval of the Owner prior to fabrication and/or placing order for new glazing.

.3 Glazing sample(s) are to include reference to the glazing unit thickness, air space, low-e coating, tint colour, and warm edge spacer and overall performance properties of new insulating glass units.

1.4 SHOP DRAWINGS

.1 Submit shop drawings in accordance with Section 01001, "General Requirements", item 6.2, Shop drawings and product data.

.2 Submit shop drawings for the review and written approval of the Consultant prior to fabrication and/or placing order for new glazing.

.3 Structural design of glass is to be performed in accordance with CAN/CGSB-12.20 and the Ontario Building Code. Design all window frames and glass to withstand lateral design loads for wind loading requirements defined in part 4 of the Ontario Building Code. Submit engineered shop drawings for the design of all glass. Shop drawings are to be signed and sealed by a professional engineer licensed to practice in the province of Ontario. Contractor will be required to coordinate and pay for design of all glass as part of this project.

.4 Shop drawing submission must include the following information:

.1 A detailed material list and product description clearing defining all components to be used in the insulating glass unit construction, including all performance characteristics of the following components:

.1 Glass type and thickness

.2 Low-e coating

.3 Warm edge spacer

.4 Edge seals (primary seal, secondary seal)

.5 Inert gas fill

.2 Clearly indicate on the window schedule the type of glass and thickness for all insulating glass units utilized on this project.

1.5 MOCK-UPS

.1 Construct mock-ups in accordance with Section 01001, "General Requirements", item 15 Mock-ups.

.2 Construct a mock-up of one complete insulating glass unit installation in the presence of the consultant to show location, size and shape of glazing spline and/or glazing tapes, heel

bead installation, application of all other sealants and positioning of setting blocks. Do not proceed with any other glazing installation work until mock-up has been reviewed and approved by the Consultant. Provide glazing installation mock-ups in the following locations:

.1 Installation of one fixed glazing unit window system, location to be defined on-site by the consultant. Note: mock-up is only required if windows are to be glazed on-site.

.3 Allow 48 hours for inspection of mock-up by the Consultant before proceeding with the remaining work.

.4 Mock-up will be used to judge workmanship, substrate preparation, operation of equipment and material application.

.5 Mock-up to be done in-situ and will become part of the finished work if approved by the Consultant. When accepted, mock-up will demonstrate minimum standard of quality for this work.

1.6 ENVIRONMENTAL REQUIREMENTS

.1 Install glazing when ambient temperatures are within the manufacturers prescribed limits. Prior to installing any glazing tapes or sealants, ensure all surfaces of frames and glass are clean, dry and frost free.

.2 Maintain minimum ambient temperature before, during and 24 hours after installation of glazing spline and/or glazing tapes.

1.7 DELIVERY, STORAGE AND HANDLING

.1 Deliver, store and handle all sealed insulating glass units in strict accordance with manufacturer's instructions and IGMA recommendations.

.2 Glass and sealed insulating glass units must be kept upright, and blocked or strapped to prevent falling. Storage areas should be ventilated and dry. Sealed insulating glass units should not be stored in direct sunlight, and cases stored outside must be covered and ventilated to prevent damage from rain and condensation.

.3 When removing sealed insulating glass units from cases or handling units, care must be taken to prevent breakage, edge damage or seal damage. Carry sealed insulating glass units upright using straps or vacuum cups on both sides. Do not slide sealed insulating glass units on their sealed edges.

.4 Loose sealed insulating glass units must be set at a slight tilt off vertical on blocks as quarter points. Blocking must be tapered or wedged to provide a flush support so that the individual lites cannot slide out of alignment causing seal failure or breakage.

1.8 WARRANTY

.1 For the work of this Section (material warranties) the 2 year month warranty period described in the supplementary conditions (item 9, GC 12.3 - Warranty) is extended to 10 year from the date of substantial performance.

Part 2 Products

2.1 MATERIALS: GLASS

.1 Float glass: to ASTM C1036-16.

.2 Design of glass thickness and type of glass for use in all window systems is to be performed by the contractor in accordance with CAN/CGSB-12.20 and the Ontario Building Code.

.3 Design all glass to fulfill the structural guard loading requirements as safety glass in accordance with CAN/CGSB-12.20.

.1 Safety glass used in guards is to be designed as Tempered Safety glass in accordance with CAN/CGSB-12.1, as follows:

.1 Type 2 (Tempered)

.2 Class B (Float)

.3 Category II, as appropriate for size of lites.

.4 Manufacturer of tempered glass shall have certification for the thickness of glass to be provided for this project.

.4 Insulating Glass Units - Windows:

.1 Insulating glass units must meet CAN/CGSB-12.8 or ASTM E 2190 and related standards identified in Section 1.2.

.1 Insulating glass unit manufacturers shall have certification to CGSB-12.8 or ASTM E 2190 and related standards for the unit assembly to be provided (spacer, connector, desiccant, sealant, gas fill) in accordance with IGMAC seal durability test program (for CGSB-12.8 test standard) or IGMA/IGCC seal durability test programs (for ASTM E 2190 and related test standards). Certification shall be consistent with the requirements for unit components as set out in this specification.

.2 Insulating glass units shall meet the following performance requirements:

.1 Winter U-Value: Minimum of 0.24 BTU/hrft2degF

.2 Solar Heat Gain Coefficient: Maximum of 0.12

.3 Exterior Reflectance: 37%

.4 Colour: The architect would prefer a clear and non-reflective glazing, but it must meet the solar heat gain performance values above. The following glazing will meet the colour requirements but other options may be available:

.1 PPG Vitro system

.2 Outdoor glass lite Solarcool on solarblue

.3 Indoor glass lite Solarban 90 on clear

.3 Insulating glass units shall include warm-edge spacer. Size spacer to provide minimum 12 mm (1/2 in.) cavity between glass panes. Spacer shall include desiccant, type and quantity suitable for perimeter sealants used, to avoid negative deflection of the glass panes and/or inward migration of the spacer, and to avoid water and chemical vapour condensation on glass surfaces 2 and 3 within the warranty period. Acceptable products include:

.1 "Intercept" tin plate or stainless steel by PPG/GED,

.2 "Super Spacer" Premium (silicone foam) by Edgetech/Quanex,

.3 "DuraSeal" or "Duralite" by TruSeal Technologies/Quanex,

.4 "TGI-Spacer" by Technoform

.4 Insulating glass units shall have argon gas concentration of 90% minimum initial and 80% minimum after weather cycling (IGMAC, IGMA programs 'GCIA' rating 'Yes').

.5 Provide dual perimeter sealants, polyisobutylene primary seal and silicone secondary seal.

.2 All glass shall bear manufacturers' labels indicating quality. Labels shall be left in place until final cleaning.

2.2 ACCESSORIES

.1 Glazing gasket material shall be EPDM rubber, 60-70 Shore A durometer hardness, compatible with insulating glass unit perimeter sealants, setting blocks and other sealant materials. Gaskets shall be continuous and of constant thickness to maintain required face clearance. PVC shall not be used for gaskets.

.2 Setting blocks: Neoprene, silicone, or EPDM, that are compatible with I/G unit perimeter sealants, 80-90 Shore A durometer hardness to ASTM D 2240, size: 1" (25mm) long for every 10sq.ft. (1 sq.m) of glass area. Minimum size: 2" (50mm) long x width to match insulated glazing unit thickness x 1/4" (6 mm) high. Note: Use of PVC setting blocks will not be permitted.

.3 Glazing tape: Preformed Butyl compound with continuous EPDM rubber shim cord, coiled on release paper, sized to suit glass thickness, minimum 1/8" (3.0mm) thickness, black in colour.

.4 Glazing sealants must be compatible with each other. Sealants which contain linseed, mineral or vegetable oils or which release significant amounts of solvent when curing are unacceptable.

.5 Sealants used as heel beads or air and weather seals in contact with the insulating glazing units must be compatible with glazing seals and remain pliable under all temperature conditions.

2.3 FABRICATION

.1 Fabricate units to requirements of CAN/CGSB-12.8, ASTM E 2190 and related standards.

.2 Both the primary and secondary seals shall provide a completely continuous seal around the perimeter of each unit. Glazing units containing discontinuities in either the primary or secondary seals at the corners or along the length of the spacer will not be accepted.

.3 Each sealed insulating glass unit shall be legibly and permanently marked so that the marking is visible after installation of the sealed insulating glass unit, including; the manufacturer's name or trade name, plant location and the year of manufacture and any other information as required by the IGMAC or IGMA certification programs.

.4 Warm edge spacer shall be straight and evenly set into the glass units and the primary sealant shall not extend past the inside edge of the spacer into vision area.

.5 Insulating glass unit manufacturers must be certified by IGMAC or IGMA certification program.

.6 All preformed gaskets shall be of a continuous length corner to corner and shall be cut long and crowded in accordance with manufacturer's instructions.

.7 Insulating glass gaskets installed with gaps at corners are not acceptable and shall be replaced at no additional cost to the owner.

.8 Insulating Glass Edges:

.1 Edges of glass panes of insulating glass unit edges shall be clean-cut, without shark teeth greater than 1/2 of pane thickness, deep serration hackle or serration hackle with spalls, chips greater than 1/4 in. (6 mm) in diameter or 1/2 thickness of glass pane in depth, and impact damage of any type.

.2 Edges of tempered or heat treated glass panes shall be eased to remove sharp edges and corners that can be easily damaged and cause glass to shatter.

Part 3 Execution

3.1 EXAMINATION

.1 Verify that openings for glazing are correctly sized and within tolerance.

.2 Verify that surfaces of glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

3.2 INSTALLATION

.1 Glaze insulating glass units in accordance with requirements of NAFS-11.

.2 Remove protective coatings and clean contact surfaces with manufacturer approved solvent and wipe dry.

.3 Place setting blocks as per manufacturer's instructions and in accordance with IGMA recommendations.

.4 Provide face clearances as recommended by the glass manufacturer to a minimum of 1/8in (3mm).

.5 Apply glazing tape cut in separate sections, one for each side of opening, butt tightly at corners and sealed with butyl sealant.

.6 Install insulating glass units, rest on setting blocks, and ensure full contact and adhesion with glazing tape or gaskets at the perimeter.

.7 Install preformed rubber glazing gaskets cut into separate lengths for each side of opening. Over-cut all gaskets to allow for stretching and shrinkage as recommended by the gasket manufacturer. Seal corners as recommended by the gasket manufacturer.

.8 Insulating glass units shall be installed in a manner that precludes the accumulation of moisture in the glazing cavities. Do not block drainage with setting blocks, gaskets, tapes or sealants.

.9 Use two setting blocks placed at quarter points (1/4 of the unit width from each corner) or not closer than 150mm (6") from the corners of the unit.

.10 The glazing rebate must be clear of any protrusions except for the glass support setting blocks or spacer shims when used. The glazing stops must provide plane, continuous and uniform supports for the surfaces of the Unit.

.11 Edge clamping pressure should be sufficient to achieve an air and water-tight seal but should not exceed 1.75 N/mm (10 lbs/inch) to avoid the risk of unit damage.

.12 Glazing clearances must be sufficient to accommodate manufacturing tolerances in the unit size and overall thickness and to ensure that the unit "floats" within the retaining system. Maintain edge clearances between the glazing unit and all portions of the frame to a minimum distance of 1/8in (3.0mm).

3.3 FINAL CLEANING

.1 Clean glass, stops, frames and adjacent surfaces that have become soiled as a result of the work, etc. on completion. Leave these surfaces in a spotless condition.

.2 Clean glass as required by the insulating glass unit and/or glass manufacturer, prior to carrying out work. The following guidelines from the GANA Glass Information Bulletin 01-0300, may be used as a general guideline:

- .1 Wash glass when it is not in direct sunlight.
- .2 Soak glass surfaces with clean water and soap (hand washing detergent) solution.
- .3 Use a mild, non-abrasive commercial window cleaning solution, if necessary.
- .4 Use a squeegee to remove all of the soap and cleaning solution. Take care not to trap abrasive particles between the squeegee and glass surfaces.
- .5 Dry the glass surface, using clean, soft cloths. Frequently change cloths to avoid dragging abrasive materials trapped in the cloth across glass surfaces.

.3 Take care when removing labels and otherwise cleaning glass surfaces. Avoid the use of metal razor blades or scrapers, if at all possible. If metal razor blades or scrapers must be used, follow the guidelines of GANA Glass Information Bulletin 01-0300:

- .1 Use only new blades.
- .2 Scrape in one direction only.
- .3 Immediately after scraping dispose of the blade. Use blades once and only once, under no circumstance re-use blades for glass cleaning operations.

.4 Glass that is noticeably scratched during cleaning operations will be considered a defect and will be replaced at no cost to the Owner.

.5 Clean up all debris caused during the Work. Do not use the maintenance staff or resident cleaning equipment. Provide own cleaners, cloths, vacuum cleaner, etc.

.6 At the end of every working day, all affected apartment suites must be vacuumed and all construction materials and equipment must be removed.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work for includes, but is not limited to the following:

.1 Remove and replace drywall locally, patch and/or repair any nail pops or damage to the existing interior drywall located on the interior surface of window system, designated to remain in place. Localized drywall repairs will be completed as part of the cash allowance work.

.2 Perform all other work indicated on the drawings or specified herein.

1.2 REFERENCES

.1 American Society for Testing and Materials (ASTM)

.1 ASTM C 36/C36M-01, Specification for Gypsum Wallboard.

.2 ASTM C 79/C79M-01, Standard Specification for Treated Core and Non-treated Core Gypsum Sheathing Board.

.3 ASTM C 475-01, Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.

.4 ASTM C 840-01, Specification for Application and Finishing of Gypsum Board.

.5 ASTM C 954-00, Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.

.6 ASTM C 1047-94, Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.

.2 Canadian General Standards Board (CGSB)

.1 CAN/CGSB-51.34-M86 (R1988), Vapour Barrier, Polyethylene Sheet for Use in Building Construction.

.3 Association of the Wall and Ceilings Industries International (AWEI)

1.3 SITE ENVIRONMENTAL REQUIREMENTS

.1 Maintain temperature minimum 10 degrees C, maximum 21 degrees C for 48 hours prior to and during application of gypsum boards and joint treatment, and for at least 48 hours after completion of joint treatment.

.2 Apply board and joint treatment to dry, frost free surfaces.

.3 Ventilation: Ventilate building spaces as required to remove excess moisture that would prevent drying of joint treatment material immediately after its application.

.4 Safety: Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal.

1.4 DELIVERY, STORAGE AND HANDLING

.1 Deliver materials in original packages, containers or bundles bearing manufacturers brand name and identification.

.2 Store materials inside, level, under cover. Keep dry. Protect from weather, other elements and damage from construction operations and other causes.

.3 Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal accessories and trim from being bent or damaged.

Part 2 Products

2.1 MATERIALS

.1 Interior gypsum wall board (for use on all interior wall surfaces): to ASTM C 36/C36M, 12.7 mm (1/2") thick, 1200mm wide x maximum practical length, ends square cut, EcoLogo certified.

.2 Drywall furring channels: 0.5mm core thickness, galvanized steel channels for screw attachment of gypsum board.

.3 Resilient clips: 0.5mm base steel thickness galvanized steel for resilient attachment of gypsum board.

.4 Fasteners:

.1 Steel self-tapping screws (for attachment into steel stud framing): to ASTM C 954, course thread, 38mm (1-1/2") minimum length.

.5 Casing beads, corner beads, control joints and edge trim: to ASTM C 1047, metal, zinc-coated by hot-dip process, 0.5mm base thickness, perforated flanges, one piece length per location.

.6 Joint compound: to ASTM C 475-01, asbestos-free.

2.2 POLYETHYLENE SHEET

.1 Polyethylene film: to CAN/CGSB-51.34, Type 1, 0.15 mm thick (6 mils).

2.3 SEALANTS

.1 Sealants: in accordance with Section 07900 - Joint Sealants.

Part 3 Execution

3.1 REMOVALS

.1 Perform removal of interior drywall as described in Section 02221 – Demolition, and to limits shown on the drawings. For interior drywall and ceiling surfaces designated to remain, contractor is responsible to take reasonable care to protect all existing finishes from damage as a result of the window/panel removal process. Claims for repair where reasonable care has not been taken by the contractor will not be accepted and the contractor will assume full responsibility for the repairs at no additional cost to the owner.

.2 Make good damaged interior finishes located adjacent to materials and/or assemblies being removed.

.3 Carefully remove all materials designated for reinstatement and store in a safe location deemed acceptable by Consultant.

3.2 ERECTION

.1 Do application and finishing of gypsum board in accordance with ASTM C 840 and ASTM C 1280, except where specified otherwise.

.2 Install work level to tolerance of 1:1200.

.3 Supply and install new furring channels (as required) prior to installing new interior drywall. Furr duct shafts, beams, columns, pipes, electrical fixtures and exposed services, to match existing.

.4 Install wall furring for gypsum board wall finishes in accordance with ASTM C 840, except where specified otherwise.

.5 Erect furring spaced maximum 600 mm o/c and not more than 150 mm from return or opening. Ensure adequate support framing is in place to prevent sagging, deflection, cracking or settling of the gypsum finishes.

3.3 INSTALLATION OF POLYETHYLENE SHEET

.1 Install polyethylene sheet in accordance with CAN/CGSB-51.34.

.2 Lap Sheets minimum of 100mm. Seal laps with continuous bead of acoustical sealant, 13mm minimum diameter.

.3 Apply 13mm minimum diameter bead of acoustic sealant continuously around perimeter of each penetration, junction and termination, including junction where partitions abut fixed building components, electrical boxes, ducts, doors/windows and at the floor slab.

.4 Apply acoustical sealant within the recommended temperature range of the sealant manufacturer.

Part 4 APPLICATION

.1 Do not apply gypsum board until stud framing repairs, anchors, blocking, insulation, polyethylene sheets, electrical and mechanical work are approved.

.2 Apply gypsum board to metal furring or framing using self-tapping screws. Maximum spacing of screws 200mm (8") o/c around perimeter and along intermediate. supports.

.1 Single-Layer Application:

.1 Apply gypsum board on ceilings prior to application of walls in accordance with ASTM C 840.

.2 Apply gypsum board vertically or horizontally, providing sheet lengths that will minimize end joints.

.3 Install gypsum board with face side out.

.4 Do not install damaged or damp boards.

.5 Locate edge or end joints over supports. Stagger vertical joints over different studs on opposite sides of wall.

.6 Install rated assemblies as per ULC requirements and details.

4.2 INSTALLATION

.1 Erect accessories straight, plumb or level, rigid and at proper plane. Use full length pieces where practical. Make joints tight, accurately aligned and rigidly secured. Mitre and fit corners accurately, free from rough edges. Secure at 150 mm oc.

.2 Install casing beads where gypsum board butts against surfaces having no trim concealing junction and where indicated.

.3 Install insulating strips continuously at edges of gypsum board and casing beads abutting metal window and exterior door frames, to provide thermal break.

.4 Locate control joints at changes in substrate construction, at approximate 10m spacing on long corridor runs and at approximate 15 m spacing on ceilings.

.5 Install control joints straight and true.

.6 Construct control joints of either preformed units or two back-to-back casing beads set in gypsum board facing and supported independently on both sides of joint.

.7 Finish face panel joints and internal angles with joint system consisting of joint compound, joint tape and taping compound installed according to manufacturer's directions and feathered out onto panel faces.

.8 Gypsum Board Finish: finish gypsum board walls and ceilings to following levels in accordance with Association of the Wall and Ceiling Industries (AWCI) International Recommended Specification on Levels of Gypsum Board Finish:

.1 Level 5: Embed tape for joints and interior angles in joint compound and apply three separate coats of joint compound over joints, angles, fastener heads and accessories; apply a thin skim coat of joint compound to entire surface; surfaces smooth and free of tool marks and ridges

.9 Finish corner beads, control joints and trim as required with two coats of joint compound and one coat of taping compound, feathered out onto panel faces.

.10 Fill screw head depressions with joint and taping compounds to bring flush with adjacent surface of gypsum board so as to be invisible after surface finish is completed.

.11 Sand lightly to remove burred edges and other imperfections. Avoid sanding adjacent surface of board.

.12 Completed installation to be smooth, level or plumb, free from waves and other defects and ready for surface finish.

4.3 RESTORATION & CLEANING

.1 Clean and re-install all items that were removed before undertaking gypsum board and painting operations.

.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Remove paint/plaster splashings on exposed surfaces that were not painted. Remove smears and splatters immediately as operations progress, using compatible solvent.

.4 Protect surfaces from paint droppings and dust to approval of Consultant. Avoid scuffing newly applied paint.

.5 Restore areas used as storage, cleaning, mixing and handling of paint to clean condition as approved by Consultant.

.6 At the end of every working day, all affected apartment suites must be vacuumed and all construction materials and equipment must be removed.

END OF SECTION

Part 1 General

1.1 DESCRIPTION OF WORK

.1 Provide labour, materials, services and equipment necessary to complete the work of this section. Work in this section includes, but is not limited to, the following:

.1 Note the majority of interior walls affected by this work are vinyl wrapped drywall that do not require painting.

.2 Apply one coat of primer and one topcoat to all new/existing gypsum board wall surfaces affected by the window replacement work, to limits defined on the drawings, and leave surfaces ready to receive top coat of paint to be applied by owner.

.3 All other work as specified herein or as detailed on the drawings.

1.2 REFERENCES

.1 Architectural Painting Specifications Manual, Master Painters Institute (MPI).

.2 Systems and Specifications Manual, SSPC Painting Manual, Volume Two, Society for Protective Coatings (SSPC).

.3 Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings) of the Environmental Protection Agency (EPA).

.4 Canadian General Standards Board (CGSB).

.1 CAN/CGSB-1.59-97, Alkyd, Exterior Gloss Enamel.

.2 CGSB 85-GP-11M 80, Painting Steel for Protection Against Continuous Wetting.

.3 CGSB 85-GP-18M 80, Painting, Maintenance, Exterior, Steel, for Protection Against Continuous Wetting.

.5 Canadian Painting Contractors' Architectural (CPCA).

.1 Painting Specifications Manual 1993.

1.3 QUALITY ASSURANCE

.1 Contractor shall have a minimum of five years proven satisfactory experience. When requested, provide a list of last three comparable jobs including, job name and location, specifying authority, and project manager.

.2 Qualified journeymen who have a "Tradesman Qualification Certificate of Proficiency" shall be engaged in painting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyman in accordance with trade regulations.

.3 Conform to latest MPI requirements for exterior painting work including preparation and priming.

.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with MPI Painting Specification Manual "Approved Product" listing and shall be from a single manufacturer for each system used.

.5 Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI Painting Specification Manual and shall be compatible with other coating materials as required.

.6 Retain purchase orders, invoices and other documents to prove that all materials utilized in this contract meet the requirements of the specifications. Produce documents when requested by Consultant.

.7 Standard of Acceptance:

.1 Walls: No defects visible from a distance of 1000 mm at 90° to surface.

.2 Soffits: No defects visible from floor at 45° to surface when viewed using final lighting source.

.3 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

1.4 SCHEDULING OF WORK

.1 Submit work schedule for various stages of painting to Consultant for approval. Submit schedule minimum of 48 hours in advance of proposed operations.

.2 Obtain written authorization from Consultant for changes in work schedule.

.3 Schedule painting operations to prevent disruption of occupants in and about the building.

1.5 SUBMITTALS

.1 Submit the following information in accordance with Section 01001, "General Requirements", item 1.6, Submittals.

.2 Submit product data and manufacturer's installation/application instructions for all paints and coating to be utilized on this project.

.3 Submit colour samples for the following components requiring painting:

.1 Proposed colour for all interior painting. Submit manufacturer's standard colour pallet for review and final selection by the owner.

.2 Samples are to include reference to manufacturer's colour code and colour name.

.3 When approved, samples shall become acceptable standard of quality and will be retained on-site.

.4 Upon completion, submit records of all products used. List products in relation to finish system and include the following:

.1 Finish formula designation.

.2 Product name, type and use.

.3 Manufacturer's product number/code.

.4 Colour numbers.

.5 Maximum VOC classification.

.6 Manufacturer's Material Safety Data Sheets (MSDS).

1.6 DELIVERY, HANDLING AND STORAGE

.1 Deliver and store materials in original containers, sealed, with labels intact.

.2 Labels shall clearly indicate:

.1 Manufacturer's name and address.

.2 Type of paint or coating.

.3 Compliance with applicable standard.

.3 Remove damaged, opened and rejected materials from site.

.4 Provide and maintain dry, temperature controlled, secure storage.

.5 Observe manufacturer's recommendations for storage and handling.

.6 Store materials and supplies away from heat generating devices.

.7 Store materials and equipment in a well ventilated area with temperature range 7°C to 30°C.

.8 Store temperature sensitive products above minimum temperature as recommended by manufacturer.

.9 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Consultant. After completion of operations, return areas to clean condition to approval of Consultant.

.10 Remove paint materials from storage only in quantities required for same day use.

.11 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.

.12 Fire Safety Requirements:

.1 Provide one 9 kg Type ABC / dry chemical fire extinguisher adjacent to storage area.

.2 Store oily rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a daily basis.

.3 Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.

1.7 ENVIRONMENTAL REQUIREMENTS

.1 Safety: comply with requirements of Work place Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.

.2 Apply paint finishes only when conditions forecast for entire period of application fall within manufacturer's recommendations.

.3 Where surface to be painted is not under cover, do not apply paint when:

.1 Substrate and ambient air temperature are expected to fall outside limits prescribed in paint standard and by manufacturer.

.2 Temperature of surface is over 50°C unless paint is specifically formulated for application at high temperatures.

.3 Rain or snow are forecast to occur before paint has thoroughly cured; it is foggy, misty, raining or snowing on site; relative humidity is above 85%.

.4 Surface to be painted is wet, damp or frosted.

.5 Previous coat is not dry.

.4 Provide and maintain cover when paint must be applied in damp or cold weather. Heat substrates and surrounding air to comply with temperature and humidity conditions specified by manufacturer. Protect until paint is dry or until weather conditions are suitable.

.5 Apply paint finish only when dust is no longer being generated by related construction operations or when wind conditions are such that airborne particles will not affect the quality of the finished surface.

.6 Schedule painting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.

.7 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.

1.8 WASTE MANAGEMENT AND DISPOSAL

.1 Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are regarded as hazardous products and are subject to regulations for disposal. Information on these controls can be obtained from Provincial Ministries of Environment and Regional levels of Government.

.2 Material which cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.

1.9 INSPECTION AND TESTING

.1 Field review of all painting operations will be completed by Consultant. Provide Consultant and Owner access to all areas of work. Inspection completed by the consultant, does not relieve the contractor of their responsibility for quality control of the work.

.2 Coordinate and arrange for paint manufacturer's technical representative to visit site prior to commencement of work to discuss with Contractor, Subcontractor (applicator) and Consultant, the application procedures to be used and to review substrate conditions and surface preparation. Manufacturer's technical representative must submit in writing a record of their site inspection and shall summarize in writing all recommendations given on-site.

.3 Arrange for the qualified technical representative to visit the site at regular intervals during application and upon completion of work to ensure adherence to Specifications, and to check quality of work.

.4 The above supervision from the paint manufacturer shall be performed at no extra cost to the Owner.

1.10 WARRANTY

.1 For work of this section, the contractor shall provide a full 24 month (2 year) material and labour warranty for all interior/exterior painting work. The 24 month warranty will take effect on the date of publication of substantial completion of the project.

.2 Warranty includes but is not limited to the following; supply and installation of all required access equipment, removal of all failed coating systems, carry-out required surface preparation and supply/install all paint and primer material.

.3 The following shall be specifically covered under the warranty: Evidence of corrosion of the underlying substrate through the finished coating, flaking, crazing, pealing, blistering, chaulking and discolouration of coating.

.4 Any repair(s) required under a warranty claim shall be carried out in accordance with the requirements of the contract documents and recommendations of the coating manufacturer and consultant. The contractor shall include as part of their warranty all costs associated with providing access to facilitate any replacement under the project warranties.

Part 2 Products

2.1 MATERIALS

.1 All interior paint materials for use on this project shall be products of a single manufacturer.

.2 Paint materials shall be as follows according to substrate:

.1 Gypsum board wall surfaces (includes, but is not limited to the following, all new interior drywall surfaces):

.1 Primer (one coat):

.1 PPG Seal Grip, 100% Acrylic universal Primer/Sealer (17-921 Series), as manufactured by PPG.

2.2 COLOURS

.1 Finish Coat: Colour to match existing.

.2 Unless indicated otherwise, the selection of colours will be from manufacturers full range of colours.

.1 Note there is only one colour of paint used on site at this time.

.3 Where specific products are available in a restricted range of colours, selection will be based on the limited range.

.4 Second coat in a three coat system to be tinted slightly lighter colour than top coat to show visible difference between coats.

.5 Perform colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials is allowed only with Consultant's written permission.

Part 3 Execution

3.1 GENERAL

.1 Perform preparation and operations for exterior painting in accordance with CPCA Painting Specifications Manual except where specified otherwise.

.2 Apply paint materials in accordance with paint manufacturer's written application instructions.

3.2 EXISTING CONDITIONS

.1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Consultant damages, defects, unsatisfactory or unfavourable conditions before proceeding with work.

.2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple "cover patch test" and report findings to Consultant. Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

.3 Maximum moisture content as follows:

.1 Stucco: 12%.

.2 Concrete: 12%.

.3 Clay and Concrete Block/Brick: 12%.

.4 Wood: 15%.

.4 Perform a compatibility spot test to determine the compatibility of the new system with the existing. This should include: assuring the adhesion of the proposed system to the substrate; applying proposed system; and observing for adhesion, lifting, bleeding, or other evidence of incompatibility.

.5 Supply in writing to Consultant proof of compatibility between new and existing system.

3.3 PROTECTION

.1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore such surfaces as directed by Consultant at no additional cost to owner.

.2 Protect items that are permanently attached such as Fire Labels on doors and frames.

.3 Protect factory finished products and equipment.

.4 Protect passing pedestrians, building occupants and general public in and about the building.

.5 Removal of light fixtures, surface hardware on doors, and other surface mounted equipment, fittings and fastenings shall be done prior to undertaking painting operations by General Contractor. Items shall be securely stored and re-installed after painting is completed by General Contractor.

.6 Move and cover exterior furniture and portable equipment as necessary to carry out painting operations. Replace as painting operations progress.

.7 As painting operations progress, place "WET PAINT" signs in pedestrian and vehicle traffic areas to approval of Consultant.

3.4 CLEANING AND PREPARATION

.1 Wood Surfaces:

.1 Clean existing wood surfaces to be repainted in accordance with the following:

.1 Coating manufacturer's written instructions.

.2 Solvent cleaning: SSPC-SP-1

.3 Hand Tool Cleaning: SSPC-SP-2.

.2 Set all finishing nails and fill all nail holes with wood filler.

.3 Scraping and sanding shall be done carefully so as not to gouge or otherwise alter the profiles of mouldings. Orbital sanders are not permitted (unless approved by the consultant) because of the tendency to tear across the grain.

.4 Customize blades for scrapers to match the shape of the original profiles.

.5 Carefully sand to achieve smooth surface without altering profiles, feather edges, remove all dust with vacuum, and wipe clean.

.6 Lightly sand all existing wood/ previously painted surfaces to remove all surface imperfections, loose or peeling paint.

.7 Wipe all surfaces down with a weak solution of trisodiumphosphate (TSP); follow all safety procedures. Keep amount applied to absolute minimum to avoid wetting wood.

.8 Apply primer and paint only after prepared surfaces have been reviewed and accepted by the consultant.

.2 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before prime coat is applied and between applications of remaining coats. Apply primer, paint, or pretreatment as soon as possible after cleaning and before deterioration occurs.

.3 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.

.4 At the end of every working day, all affected apartment suites must be vacuumed and all construction materials and equipment must be removed.

3.5 APPLICATION

.1 Conform to manufacturer's application instructions unless specified otherwise.

.2 Apply one coat of primer and two finish coats of paint to all surfaces identified for repainting.

.3 Brush and Roller Application:

.1 Apply paint in a uniform layer using brush and/or roller of types suitable for application.

.2 Work paint into cracks, crevices and corners.

.3 Paint surfaces and corners not accessible to brush using spray, daubers and/or sheepskins. Paint surfaces and corners not accessible to roller using brush, daubers or sheepskins.

.4 Brush and/or roll out runs and sags, and over-lap marks. Rolled surfaces shall be free of roller tracking and heavy stipple unless approved by Consultant.

.5 Remove runs, sags and brush marks from finished work and repaint.

.4 Use dipping, sheepskins or daubers only when no other method is practical in places of difficult access and only when specifically authorized by Consultant Engineer.

.5 Apply coats of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.

.6 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.

.7 Sand and dust between coats to remove visible defects.

.8 Finish surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as projecting ledges.

.9 After items have be reinstated or installed on-site, perform touch-up painting in general accordance with the painting requirements of this Section. Sand, feather and otherwise prepare surfaces to prevent abrupt changes in finish and appearance. As a minimum, all touch up work to include the application of two coats of finish paint.

3.6 FIELD QUALITY CONTROL

.1 Advise Consultant when each surface and applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.

.2 Co-operate with Consultant and provide access to all areas of work at all times.

3.7 RESTORATION

.1 Clean and re-install all hardware items removed before undertaken painting operations.

.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.

.4 Protect freshly completed surfaces from paint droppings and dust to approval of Consultant. Avoid scuffing newly applied paint.

.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Consultant.

END OF SECTION

1. GENERAL

1.1 SUMMARY

1. RELATED DOCUMENTS
   1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

2. SECTION INCLUDES
   1. Furnishing (and installation) of all items of finish hardware as hereinafter specified or obviously necessary for all swinging, sliding, folding and other doors as indicated, including installation of low energy automatic door operators and system components. Except, items which are specifically excluded from this section of the specification or are of unique hardware specified in the same sections as the doors and frames on which they are installed.

3. RELATED SECTIONS
   1. 06 40 00 – Architectural Woodwork
   2. 08 01 00 – Operation and Maintenance of Openings
   3. 08 06 00 – Schedules for Openings
   4. 08 08 00 – Commissioning of Openings
   5. 08 10 00 – Doors and Frames
   6. 08 40 00 – Entrances, Storefronts, and Curtain Walls
   7. 08 71 13 – Automatic Door Operators
   8. 08 71 53 – Security Door Hardware
   9. 08 74 00 – Access Control Hardware
   10. 08 79 00 – Hardware Accessories
   11. 26 05 00 – Common Work Results for Electrical
   12. 26 06 00 – Schedules for Electrical
   13. 26 08 00 – Commissioning of Electrical Systems
   14. 28 00 00 – Electronic Safety and Security

1.2 REFERENCES

1. CODES AND STANDARDS
   1. ANSI A117.1 – Accessible and Usable Buildings and Facilities
   2. ANSI A156.3 – Exit Devices
   3. ANSI A156.4 – Door Controls – Closers
   4. ANSI A156.5 – Cylinders and Input Devices for Locks
   5. ANSI A156.6 – Architectural Door Trim
   6. ANSI A156.7 – Template Hinge Dimensions
   7. ANSI A156.8 – Door Controls – Overhead Stops and Holders
   8. ANSI A156.16 – Auxiliary Hardware
   9. ANSI A156.18 – Materials and Finishes
   10. ANSI A156.19 – Power Assist and Low Energy Power Operated Doors
   11. ANSI A156.20 – Strap and Tee Hinges, and Hasps
   12. ANSI A156.21 – Thresholds
   13. ANSI A156.22 – Door Gasketing and Edge Sealing Systems

14. ANSI A156.25 – Electrified Locking Devices
15. ANSI A156.26 – Continuous Hinges
16. ANSI A156.28 – Recommended Practices for Mechanical Keying Systems
17. ANSI A156.30 – High Security Cylinders
18. ANSI A156.32 – Integrated Door Opening Assemblies
19. ANSI A156.36 – Auxiliary Locks
20. ANSI A250.4 – Steel Doors and Frames Physical Endurance
21. NFPA 80 – Standard for Fire Doors and Other Opening Protectives
22. OBC 2012 – Ontario Building Code
23. Local Accessibility Codes, etc.
24. SDI 122-07 – Installation and Troubleshooting Guide for Standard Steel Doors and Frames
25. Door and Hardware Institute Publication – Sequence and Format for the Hardware Schedule (1996)
26. Door and Hardware Institute Publication – Keying Systems and Nomenclature (1989)

1.3 SUBMITTALS

1. GENERAL REQUIREMENTS
    1. Submit all documentation and samples in accordance with Division 1, General Requirements.

2. SCHEDULES AND DATA
    1. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

    2. Door Hardware Schedule: Prepared and submitted within 2 weeks of receipt of purchase order by or under the supervision of supplier and coordinated with all drawings and related documents to ensure; size, thickness, hand, function, finish and application of hardware. All approved hardware changes shall be incorporated in the hardware schedule and kept current throughout the duration of the project.
        1. Format: Vertical format and sequence as detailed in the Door and Hardware Institute (DHI) publication "Sequence and Format for the Hardware Schedule".
        2. Content: Include the following information for each opening:
            1. Location of each hardware set cross-referenced to identifying mark(s) on Architectural floor plans and in door and frame schedule.
            2. Handing and degree of swing of each door.
            3. Keying information.
            4. Quantity, type, style, function, size and finish of each hardware item.
            5. Complete methods of operation for all openings containing electronic components with detailed operational descriptions of each items function(s) during all typical conditions and ingress/egress situations.
            6. Elevation drawings of all openings with electronic hardware systems identifying locations of components, conduit, back boxes, junction boxes and miscellaneous system requirements.

7. Name and manufacturer of each hardware item.
8. Fastenings and other pertinent installation information.
9. Hardware mounting locations when different from standard.

3. Samples: Provide each type of hardware in finish indicated as requested. Items will be returned in original packaging and working order to the supplier to be incorporated into the project scope of work.

4. Templates: Furnish a complete, indexed list with templates and finish hardware schedule to the Contractor for each trade supplying materials requiring hardware preparations.

5. Electronic Hardware Systems:
    1. Wiring Diagrams: Prepared and submitted within 2 weeks of receipt of purchase order by or under the supervision of supplier and coordinated with all drawings and related documents to ensure accurate function and coordination.
        1. Elevations: Provide diagrams for each unique opening with electronic hardware components identifying individual item locations, conduits, back boxes, junction boxes and miscellaneous system requirements and devices.
        2. Risers: Provide diagrams detailing locations and infrastructure between door openings, power supplies, access control panels and system components.
        3. Point to Points: Provide diagrams detailing wiring terminations at all electrified devices as applicable to function of all openings. (inclusion depending on installation)
        4. Responsibility matrix: Update documentation for approval detailing basic responsibilities of door hardware supplier that allows for inclusive of all related sections involved in the preparation for, installation and commissioning of electrified systems.

6. Keying Schedule: Prepare a separate schedule, in accordance with DHI publication "Keying Systems and Nomenclature", detailing final keying instructions for all locksets and cylinders. Include; keying system explanation, door numbers, keyset symbols, hardware set numbers, and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.

7. Operations and Maintenance Manuals: Provide operating and maintenance manuals in accordance with Division 01, Section 01 78 00, Closeout Submittals. Manuals to include; complete manufacturer and distributor contact information, manufacturers documentation for care and maintenance of all products and finishes, manufacturers product parts lists, manufacturers installation and adjustment instructions, manufacturers/service representatives warranty documentation, and 'as built' copies of all submittal documentation.

8. Warranties and Maintenance Agreements: Provide manufacturers/service representatives special warranties and maintenance agreements specified in this Section.

1.4 QUALITY ASSURANCE

1. SUPPLIER QUALIFICATIONS
    1. A recognized Architectural door hardware supplier who has maintained an office and has minimum of five (5) years documented experience in providing consulting services and supplying mechanical and electromechanical hardware comparable in material, design and extent to that required for this project.

    2. Have an office and warehouse facilities to accommodate this project.

    3. Authorized factory distributor in good standing of all products herein specified.

    4. Have in their employment a minimum of one (1) Architectural Hardware Consultant (AHC) accredited in the Continuing Education Program (CEP) as administered and certified by The Door and Hardware Institute, Chantilly VA. AHC shall be responsible for preparation of finish hardware/keying schedules.

2. INSTALLER QUALIFICATIONS
    1. Trained by the primary product manufacturers with a minimum of five (5) years documented experience in the installation of both mechanical and electromechanical hardware comparable in material, design and extent to that required for this project.

3. SOURCE LIMITATIONS
    1. Electrified modifications and enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.

    2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

4. FIRE-RATED OPENINGS
    2. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of Authorities Having Jurisdiction (AHJ). Provide only items that are listed/labelled by Underwriter's Laboratories (UL) or Warnock Hersey (WH) for use on types and sizes of doors indicated.

5. KEYING CONFERENCE
    1. Conduct conference to comply with requirements in Division 01, Section 01 31 19, Project Meetings. Keying conference to incorporate the following criteria into the final keying schedule document:

        1. Function of building, purpose of each area and degree of security required.
        2. Plans for existing and future key system expansion.
        3. Requirements for key control storage and software.
        4. Installation of permanent keys, cylinder cores and software.
        5. Address and requirements for delivery of keys.

6. PRE-SUBMITTAL CONFERENCE
    1. Conduct conference to comply with requirements in Division 01, Section 01 31 19, Project Meetings, with attendance by representatives of Supplier(s),

Installer(s) and Contractor(s) to review proper methods and the procedures for receiving, handling and installing door hardware.

1.5 DELIVERY, STORAGE AND HANDLING

1. MARKING AND PACKAGING
   1. Mark items according to the approved hardware schedule indicating hardware set and door number.

   2. Items to be sorted, verified and repackaged in manufacturer's original packaging complete with necessary screws, accessories, templates, installation instructions and any specialized tools required for installation.

2. DELIVERY
   1. Schedule delivery times for receipt of door hardware with Contractor. Contractor to check deliveries against accepted list and provide written acceptance assuming responsibility for storage and care. Immediately identify any shortages or damaged items in writing.

   2. Hardware items to be jointly inventoried on site by representatives from hardware supplier, installer and Contractor.

   3. Deliver permanent keys, cylinders, cores, access control credentials, software and related accessories directly to the Owner via registered mail or as established at the 'Keying Conference'.

   4. Do not store electronic access control hardware, software or accessories at project site without prior authorization.

   5. Construction master keys to be separately packaged from all other items and delivered to Contractor as previously coordinated.

3. STORAGE

   1. Contractor to provide a clean, dry and secure hardware storage room with adequate shelving to layout each item by door number and hardware set number. Room size, location and layout to be jointly coordinated with hardware supplier, installer and Contractor.

1.6 COORDINATION

   1. Obtain and distribute templates for doors, frames and other work specified to be factory prepared for installing standard and electrified hardware. Review shop drawings of related sections to ensure that adequate provisions and modifications are made for locating and installing hardware.

   2. Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required power connections, conduit, fire alarm connections, junction boxes, back boxes, reinforcing and mounting locations for low voltage power supplies, detection/monitoring hardware, power transfer devices and all other listed components.

3. Coordination meetings:

    1. Hardware supplier to meet with Owner, Architect, Electrical Subcontractor, Security Consultant and Access Control Subcontractor to review, coordinate and implement all details relating to the proper operation and location of all electronic hardware prior to start of construction. Review methods of operation for each unique opening with electrified components.
    2. Conduct a project specific training meeting to instruct the installation Contractor's personnel on the proper installation and adjustment of all products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates, physical product samples as required and review of method of operation for electrified openings.
    3. Inspect and review electrical rough-ins, power supply connections and all other applicable work by related trades.
    4. Review and finalize construction schedule and verify material availability.
    5. Review the required inspection, testing, commissioning and demonstration procedures.

1.7 WARRANTY

1. General Warranty in accordance with Division 01, General Requirements. Special warranties specified in this article shall not deprive the Owner of other rights under other provisions of the Contract Documents and shall be in addition to, and run concurrent with other warranties made by Contractor under requirements of the Contract Documents.

2. Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period of one (1) year from date of Substantial Completion, unless otherwise indicated. Failures include, but are not limited to:

    1. Structural failures including excessive deflection, cracking, or breakage.
    2. Faulty operation of hardware.
    3. Deterioration of metals, finishes and other materials beyond normal weathering.
    4. Electrical component defects and failures within system operation.

2. PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3 - Execution.

2. Substitutions: Requests for substitution and product approval on a per hardware set basis, inclusive of mechanical, electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the

procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 MATERIALS

1. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than the following:

    1. Floor Closers: 63%
    2. Pivots: 78%
    3. Cylindrical Locks: 58%
    4. Mortise Locks: 57%
    5. Exit Devices: 54%
    6. Door Closers: 51%
    7. Overhead Stops: 46%

2.3 HANGING DEVICES

1. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.

    1. Acceptable Manufacturers:

        1. McKinney Products (MK).

2.4 POWER TRANSFER DEVICES

1. Electrified Quick Connect Continuous Geared Transfer Hinges: Provide electrified transfer continuous geared hinges with a 12" removable service panel cutout accessible without de-mounting door from the frame. Furnish with Molex™ standardized plug connectors with sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

    1. Acceptable Manufacturers:
        1. McKinney Products (MK) - SER-QC (# wires) Option.

2. Electric Door Wire Harnesses: Provide electric/data transfer wiring harnesses with standardized plug connectors to accommodate up to twelve (12) wires. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Provide sufficient number and type of concealed wires to accommodate electric function of specified hardware. Provide a connector for through-door electronic locking devices and from hinge to junction box above the opening. Wire nut connections are not acceptable. Determine the length required for each electrified

hardware component for the door type, size and construction, minimum of two per electrified opening.

1. Provide one each of the following tools as part of the base bid contract:
    1. McKinney Products (MK) - Electrical Connecting Kit: QC-R001.
    2. McKinney Products (MK) - Connector Hand Tool: QC-R003.
2. Acceptable Manufacturers:
    1. McKinney Products (MK) – QC-C Series.
3. Monitoring Switch Hinges: Monitoring switch hinges to be magnetic reed, concealed, adjustable switch type with extra heavy magnet.
4. Provide mortar guard enclosure on steel frames installed at masonry openings for each electrical hinge specified.

2.5 DOOR OPERATING TRIM

1. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
    1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
    2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
    3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
    4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
    5. Acceptable Manufacturers:
        1. Rockwood Manufacturing (RO).

2.6 CYLINDERS AND KEYING

1. General: Cylinder manufacturer to have minimum (10) years' experience designing secured master key systems and have on record a published security keying system policy.

2. All Cylinders to be ILCO HS Keyway in 626 Finish. All keys to be stamped "DO NOT DUPLICATE". All cylinders are to be master keyed into an existing master key system. Coordinate Keying Requirements with Owner Designate to Maintain Existing Master Key System Requirements. Cylinders are available at the following location or other Kaba Ilco distributors set up to service the HS Keyway.

   Hollow Metal & Architectural Hardware Ltd.
   15 Sackville Road
   Sault Ste. Marie, Ontario P6B 4T3
   705-949-2270
   Contact: Enzo Chiarello

3. Cylinders: Original manufacturer cylinders complying with the following:

   1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
   2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
   3. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
   4. Keyway: Manufacturer's Standard. Match Facility Standard. Match Facility Restricted Keyway.

4. Keying System: Each type of lock and cylinders to be factory keyed.

   1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
   2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
   3. Existing System: Key locks to Owner's existing system.
   4. New System: Key locks to a new key system as directed by the Owner.

5. Key Quantity: Provide the following minimum number of keys:

   1. Change Keys per Cylinder: Two (2) Three (3).
   2. Master Keys (per Master Key Level/Group): Five (5).
   3. Construction Keys (where required): Ten (10).
   4. Construction Control Keys (where required): Two (2).
   5. Permanent Control Keys (where required): Two (2).

6. Key Registration List (Bitting List):

   1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
   2. Provide transcript list in writing or electronic file as directed by the Owner.
   3. Furnish a list of opening numbers with locking devices, showing cylinder types and quantities required when cylinders or cores are to be owner furnished.

2.7 AUXILIARY LOCKS

1. Mortise Deadlocks, Small Case: ANSI/BHMA A156.36, Grade 1, small case mortise type deadlocks constructed of heavy gauge wrought corrosion resistant steel. Steel or stainless steel bolts with a 1" throw and hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other specified locksets.

    1. Acceptable Manufacturers:

        1. Sargent Manufacturing (SA) - 4870 Series.

2.8 LOCK AND LATCH STRIKES

1. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

    1. Flat-Lip Strikes: For locks with three-piece antifriction latch bolts, as recommended by manufacturer.
    2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
    3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
    4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

2. Standards: Comply with the following:
    1. Strikes for Auxiliary Deadlocks: BHMA A156.36.
    2. Dustproof Strikes: BHMA A156.16.

2.9 CONVENTIONAL EXIT DEVICES

1. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

    1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

    2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.

    3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the push bar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.

    4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required

in any case where the door light extends behind the device as in a full glass configuration.

5. Flush End Caps: Provide flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.

6. Electromechanical Options: Subject to same compliance standards and requirements as mechanical exit devices, electrified devices to be of type and design as specified in hardware sets. Include any specific controllers when conventional power supplies are not sufficient to provide the proper inrush current.

7. Motorized Electric Latch Retraction: Devices with an electric latch retraction feature must use motors which have a maximum current draw of 600mA. Solenoid driven latch retraction is not acceptable.

8. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.

    1. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
    2. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.

9. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.

10. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.

11. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.

12. Extended cycle test: Devices to have been cycle tested in ordinance with ANSI/BHMA 156.3 requirements to 9 million cycles.

13. Extended cycle test: Devices to have been cycle tested in ordinance with ANSI/BHMA 156.3 requirements to 50 million cycles.

14. Rail Sizing: Provide exit device rails factory sized for proper door width application.

15. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

2. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, Pullman type, with deadlock feature.

RDHA

1. Acceptable Manufacturers:

    1. Sargent Manufacturing (SA) - 80 Series.

2.10 DOOR CLOSERS

1. All door closers specified herein shall meet or exceed the following criteria:

    1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.

    2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.

    3. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.

    4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

    5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

    6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.

    7. Closer Covers: Provide metal closer covers finished to match other hardware on the project.

    8. Closer Covers: Provide PVC free closer covers with a painted finish to match other hardware on the project.

    9. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

2. Door Closers, Surface Mounted (Large Body Cast Iron): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron body construction, with adjustable back check and separate non-critical valves for closing sweep and latch speed control.

    1. Acceptable Manufacturers:

        1. Norton Door Controls (NO) – 9500 Series.

3. Door Closers, Surface Mounted (Unitrol): Unitrol arms to have door stop mechanism to absorb dead stop shock on arm and top hinge. Hold-open arms to have a spring loaded mechanism in addition to shock absorber assembly. Arms to be provided with rigid steel main arm and secondary arm lengths proportional to the door width.

    1. Acceptable Manufacturers:

        1. Norton Door Controls (NO) - Unitrol Series.

2.11 AUTOMATIC DOOR OPERATORS

1. AUTOMATIC DOOR OPERATORS – HEAVY DUTY

1. All door closers shall be ANSI 156.19, Grade 1 Certified. Units shall have adjustments for door closing force and back check, motor assist from 0 to 30 seconds, motor start up delay, vestibule interface delay, electric lock delay, and door hold open delay up to 30 seconds. Operator to have power assist function to reduce the manual opening force required without requiring the operator to fully cycle and hold the door open. Operator units shall provide conventional door closer opening and closing forces unless the power operator motor is activated by an initiating device with door closer assembly having adjustable spring size, back check valve, sweep valve, latch valve, speed control valve, and pressure adjustment valve to control door closing. Units shall have a presence detector input to prevent a closed door from opening or a door that is fully opened from closing and shall have a hold open toggle input to allow remote activation for indefinite hold open; door shall close the second time the input is activated. Operators shall have a 4-position rotary switch remotely mounted for special locking and one-way traffic. All controlling operator switches shall hard-wired Norton 639 actuators with 150mm x 915mm activation zone, 25mm low-profile depth and stainless steel faceplate. Door operators to be UL listed R-9469 fire door operator with automatic closer. Operator to maintain continuous operation by constantly monitored battery power during power failure for a minimum of 100 cycles.

    Acceptable Manufacturers:

        1. Specified Manufacturer: Besam SW200i

2. BOLLARDS: to be square in shape, 48" tall (with card reader) and have 6"x6" sides. Material shall be Extruded Aluminum. Bollard top to have welded flat. Bollard shall

be Surface mount with concealed mounting base. The posts are supplied with a flame and vandal resistant cap. Heavy duty steel mounting base, and stainless steel fasteners. 2 Preps for Actuator and card reader. Prep height for Card reader where required from finished floor shall be 42".

Acceptable Manufacturers:

1. Specified Manufacturer: Camden CM-48-BSU-CLR

3. ACTUATORS: Specify CM-35N/4 Actuator 4 ½" x 2" push plate switches mount to standard single gang or double gang electrical boxes from Camden, on location specified in hardware schedule.

Acceptable Manufacturers:

1. Specified Manufacturer: Camden

2.12 ARCHITECTURAL TRIM

1. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

3. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:

    1. Stainless Steel: 300 grade, 050-inch thick.
    2. Brass or Bronze: 050-inch thick.
    3. Laminate Plastic or Acrylic: 1/8-inch thick.

4. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.

5. Metal Door Edging: Door protection edging fabricated from a minimum .050-inch thick metal sheet, formed into an angle or "U" cap shapes, surface or mortised mounted onto edge of door. Provide appropriate leg overlap to account for protection plates as required. Height to be as specified in the Hardware Sets.

6. Acceptable Manufacturers:

    1. Rockwood Manufacturing (RO).

2.13 DOOR STOPS AND HOLDERS

1. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

2. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

    1. Acceptable Manufacturers:

        1. Rixson Door Controls (RF).

2.14 ARCHITECTURAL SEALS

1. General: Thresholds, weather-stripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weather-strip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

2. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

    1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

3. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

    1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.

4. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

5. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

6. Hurricane and Tornado Resistance Compliance: Architectural seals to be U.L. listed for windstorm assemblies where applicable. Provide the appropriate hurricane or tornado resistant products that have been independent third party tested, certified, and labeled to meet state and local windstorm building codes applicable to project.

7. Acceptable Manufacturers:

    1. Pemko Manufacturing (PE).

2.15 ELECTRONIC ACCESSORIES

1. Key Switches: Key switches furnished standard with stainless steel single gang face plate with a 12/24VDC bi-color LED indicator. Integral backing bracket permits integration with any 1 1/4" or 1 1/2" mortise type cylinder. Key switches available as momentary or maintained action and in narrow face plate options.

    1. Acceptable Manufacturers:

        1. Securitron (SU) - MK Series.

2. Door Position Switches: Door position magnetic reed contact switches specifically designed for use in commercial door applications. On recessed models the contact and magnetic housing snap-lock into a 1" diameter hole. Surface mounted models include wide gap distance design complete with armored flex cabling. Provide SPDT, N/O switches with optional Rare Earth Magnet installation on steel doors with flush top channels.

    1. Acceptable Manufacturers:

        1. Sargent Manufacturing (SA) – 3280 Series.

3. Power Supplies: Provide Nationally Recognized Testing Laboratory Listed 12VDC or 24VDC (field selectable) filtered and regulated power supplies. Include battery backup option with integral battery charging capability in addition to operating the DC load in event of line voltage failure. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.

    1. Acceptable Manufacturers:

        1. Securitron (SU) - BPS Series.

2.16 FABRICATION

1. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.17 FINISHES

1. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

2. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

3. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

4. Typical finishes and materials, unless otherwise specified.

    1. Continuous Geared Hinges:
        1. US28 (BHMA 628) on Aluminum.
    2. Exit Devices:
        1. US32D (BHMA 630) on Stainless Steel.
    3. Locksets:
        1. US26D (BHMA 626) on Brass or Bronze.
    4. Push Plates, Pulls and Push Bars:
        1. US26D (BHMA 626) on Stainless Steel.
    5. Overhead Stops and Holders:
        1. US26D (BHMA 626) on Brass or Bronze.
    6. Closers: Surface mounted.
        1. US28 Sprayed Aluminum Lacquer (BHMA 689).
    7. Miscellaneous Hardware:
        1. US26D (BHMA 626) on Brass or Bronze.

2. Refer to Section 080671, Door Hardware Sets, for hardware sets.

3. EXECUTION

3.1 EXAMINATION

1. Examine scheduled openings, with installer present, for compliance with requirements for; installation tolerances, labelled fire door assembly construction, wall and floor conditions, and other site conditions affecting performance. Notify Architect in writing of any discrepancies or conflicts between the door schedule, door types, drawings or scheduled hardware. Discrepancies and conflicts to be resolved in writing prior to installation of hardware.

2. Examine hardware to ensure it is free from defects prior to installation.

3. Ensure that building is secured and free from weather elements prior to installation of interior door hardware.

3.2 PREPARATION

1. Door and Frame Preparation: Field prepare doors and frames for all function holes and fasteners under 25.4mm (1") as per the manufacturer(s) templates and installation instructions provided. Drill and tap as required.

3.3 INSTALLATION

1. Install each item of mechanical and electromechanical hardware to comply with the manufacturer's written instructions and according to specifications. All items to be installed with fasteners identified by manufacturer's installation instructions unless otherwise noted.

2. Mounting Heights: Install door hardware at heights indicated in the following applicable publications unless; specifically indicated or required by local governing regulations, requirements to match existing conditions, special templates, necessary coordination with door elevations, and or to ensure consistency with pairs of doors.

    1. DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames"
    2. DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors"
    3. ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities"
    4. NWWDA

3. Power door operator products and accessories are required to be installed by an AAADM certified technician as approved by the manufacturer. Adjust for proper opening and closing operation after final balancing of HVAC system.

4. Vertical rods: Adjust rod lengths to ensure positive latching of devices. Install bottom strikes as required by finished flooring conditions and in coordination with flooring subcontractor.

5. Closers: Size closers as per manufacturer's installation instructions. Adjust all closers after final balancing of HVAC system to ensure; proper latching of doors, proper closing/latch speed, adequate back check and opening force in accordance with referenced accessibility requirements.

6. Protection plates – Install on clean surface, and in temperature range of 5-25 degrees Celsius where tape applied. Pre-drill pilot holes doors when using mechanical fasteners.

7. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 7, Section 07 92 00, Joint Sealants.

8. Architectural Seals: Install prior to other soffit mounted door hardware as indicated in hardware schedule. Ensure continuous seal of gasketing to door without impeding latching.

9. Door Bottoms – Ensure continuous seal to threshold or finished floor.

10. Electronic hardware systems: Install all electronic hardware as per electrical elevations and point-to-point drawings furnished under Submittals.

11. Retrofitting: Install door hardware to comply with manufacturers published templates and written instructions. Coordinate; cutting and fitting of doors and frames, installation of necessary reinforcing, door hardware items, and removal of protective coverings with related sections.

3.4 FIELD QUALITY CONTROL

1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all

portions of work under the Contract, unless the Contract Documents give other specific instructions.

2. The Contractor will conduct periodic inspections to ensure that door frames are installed plumb, level and square with verification by installer prior to installation of doors and door hardware.

3. Hardware supplier to attend site meetings as required to ensure proper execution of the guidelines set forth herein.

4. Hardware supplier will perform a final field inspection after installation completion of door hardware and electromechanical systems after final adjustment of all products. Supplier will provide written documentation reporting that components were applied as per manufacturer's instructions and recommendations according to the approved hardware schedule. Any deficiencies or omissions to be reported to the Contractor for correction and written acceptance.

3.5 ADJUSTING

1. Adjust and verify proper operation and function of each operating item of hardware (including electromechanical) on all doors prior to acceptance and occupancy. Replace units that cannot be adjusted to operate freely and as intended for the application made.

3.6 CLEANING AND PROTECTION

1. Contractor to protect all hardware, as it is stored on construction site in a covered, dry and secure place. Protect exposed hardware installed on doors and frames during the construction phase. Install any and all hardware at the latest possible time frame.

2. Remove manufacturer's protective coating from items after written acceptance of installation by Contractor.

3. Clean operating items as necessary to restore to proper function and finish of hardware and doors.

4. Clean adjacent surfaces soiled by door hardware installation.

3.7 DEMONSTRATION

1. Instruct Owner's maintenance personnel in; the proper adjustment, operation and maintenance of mechanical and electromechanical door hardware, electronic devices and systems, and maintenance of finishes.

END OF SECTION 08 71 00

HARDWARE SETS

SET: 1.0

PAIR D100, EXTERIOR FROM , 1676 X 2540 X 69, ALUMINUM X ALUMINUM, RHRA/LHR

2 CONTINUOUS HINGE	MCK-12HD SER-8 LTS	BL	MK
2 CONCEALED VERT ROD EXIT	31 55 56 AD8410	US32D	SA
2 DOOR PULL	RM3301-90" MTG-TYPE 12HD	US32D	RO
2 CONCEALED OVERHEAD STOP	6 SERIES SIZE TO SUIT	689	RF
1 AUTO DOOR OPERATOR- PAIR	SW200I X SW200I	CL	BM
2 OPERATOR ACTUATOR	CM-35N/4 X CM-34BL		00
1 THRESHOLD	252X2AFG X WIDTH		PE
2 SWEEP	29326CNB WIDTH		PE
2 CONCEALED DOOR POSITION SWITCH	3287		SA
2 ELECTROLYNX HARNESS	QC-C006		MK
1 BOLLARD	CM-48-BSU-CLR (SPECIAL PREP. FOR CARD READER)	CL	OT
1 CARD READER	CARD READER BY SECURITY		HD
1 POWER SUPPLY	BPS-24-2		SU
1 TECHNICAL DRAWING	ELECTRICAL POINT TO POINT DIAGRAM		00

NOTES: - FREE EGRESS AT ALL TIMES.
- VALID CARD READ RETRACTS THE LATCH OF THE EXIT DEVICE FOR ENTRY AND MAKES EXTERIOR OPERATOR ACTUATOR ACTIVE.
- DOOR POSITION SWITCH MONITORS OPEN/CLOSE STATUS.
- WEATHER STRIPPING BY DOOR SUPPLIER.
- CONFIRM ALUMINUM DOOR DETAILS (RAIL, STILE, SIZE AND THICKNESS.) BEFORE ORDERING HARDWARE.
- CARD READER AND ACTUATOR TO BE MOUNTED ON BOLLARD.
- CONFIGURE LOW ENERGY OPERATORS TO ACT AS POWER ASSIST WHEN OPERATED MANUALLY (NOT PUSH AND GO) DURING THE OPENING CYCLE.
- 25 MM POST EXTENSION TO ALLOW PULL TO CLEAR IGU.
- DIVISION 26 TO PROVIDE; 120VAC POWER TO FRAME HEADER, FINAL CONNECTION OF DOOR OPERATOR, ALL BACK BOXES, AND CONDUIT WITH LOW-VOLTAGE WIRING.

SET: 2.0

PAIR D101, VESTIBULE FROM , 1850 X 2540 X 69, ALUMINUM X ALUMINUM, RHRA/LHR

2 CONTINUOUS HINGE	MCK-12HD LTS	BL	MK
2 EXIT DEVICE	8893	US32D	SA
2 DOOR PULL	RM3301-90" MTG-TYPE 13HD	US32D	RO
2 CONCEALED OVERHEAD STOP	6 SERIES SIZE TO SUIT	689	RF
1 AUTO DOOR OPERATOR- PAIR	SW200I X SW200I	CL	BM
2 OPERATOR ACTUATOR	CM-35N/4 X CM-34BL		00

NOTES: - FREE EGRESS AT ALL TIMES FROM EITHER SIDE.
- PRESSING ACTUATOR EITHER SIDE OF OPENING CYCLES AUTO OPERATOR.
- CONFIGURE LOW ENERGY OPERATORS TO ACT AS POWER ASSIST WHEN OPERATED MANUALLY (NOT PUSH AND GO) DURING THE OPENING CYCLE.
- 25 MM POST EXTENSION TO ALLOW PULL TO CLEAR IGU.
- DIVISION 26 TO PROVIDE; 120VAC POWER TO FRAME HEADER, FINAL CONNECTION OF DOOR OPERATOR, ALL BACK BOXES, AND CONDUIT WITH LOW-VOLTAGE WIRING.

SET: 3.0

SINGLE D102, EXTERIOR FROM , 1018 X 2355 X 69, ALUMINUM X ALUMINUM, LHR

1 CONTINUOUS HINGE	MCK-12HD LTS	BL	MK
1 RIM EXIT DEVICE	55 AD8510	US32D	SA
1 SURFACE CLOSER	UNI9500	689	NO
1 DROP PLATE	9588	689	NO
1 THRESHOLD	252X2AFG X WIDTH		PE
1 SWEEP	29326CNB WIDTH		PE
1 CONCEALED DOOR POSITION SWITCH	3287		SA

NOTES: - EXIT ONLY DOOR.
- FREE EGRESS AT ALL TIMES.
- DOOR POSITION SWITCH MONITORS OPEN/CLOSE STATUS.
- BALANCE OF WEATHERSTRIPPING BY ALUMINUM DOOR SUPPLIER.

SET: 4.0

PAIR D200, EXTERIOR FROM , 2206 X 2540 X 69, ALUMINUM X ALUMINUM, RHRA/LHR

2 CONTINUOUS HINGE	MCK-12HD SER-8 LTS	BL	MK
2 CONCEALED VERT ROD EXIT	31 55 56 AD8410	US32D	SA
2 DOOR PULL	RM3301-90" MTG-TYPE 12HD	US32D	RO
2 CONCEALED OVERHEAD STOP	6 SERIES SIZE TO SUIT	689	RF
1 AUTO DOOR OPERATOR- PAIR	SW200I X SW200I	CL	BM
2 OPERATOR ACTUATOR	CM-35N/4 X CM-34BL		00
1 THRESHOLD	252X2AFG X WIDTH		PE
2 SWEEP	29326CNB WIDTH		PE
2 CONCEALED DOOR POSITION SWITCH	3287		SA
2 ELECTROLYNX HARNESS	QC-C006		MK
1 CARD READER	CARD READER BY SECURITY		HD
1 POWER SUPPLY	BPS-24-2		SU
1 TECHNICAL DRAWING	ELECTRICAL POINT TO POINT DIAGRAM		00

NOTES: - DOOR OPERATOR ON BOTH LEAF.
- FREE EGRESS AT ALL TIMES.
- VALID CARD READ RETRACTS THE LATCH OF THE EXIT DEVICE FOR ENTRY AND MAKES EXTERIOR OPERATOR ACTUATOR ACTIVE.
- DOOR POSITION SWITCH MONITORS OPEN/CLOSE STATUS.
- BALANCE OF WEATHER STRIPPING BY DOOR SUPPLIER.
- CONFIRM ALUMINUM DOOR DETAILS (RAIL, STILE, SIZE AND THICKNESS.) BEFORE ORDERING HARDWARE.
- CONFIGURE LOW ENERGY OPERATORS TO ACT AS POWER ASSIST WHEN OPERATED MANUALLY (NOT PUSH AND GO) DURING THE OPENING CYCLE.
- 25 MM POST EXTENSION TO ALLOW PULL TO CLEAR IGU.
- DIVISION 26 TO PROVIDE; 120VAC POWER TO FRAME HEADER, FINAL CONNECTION OF DOOR OPERATOR, ALL BACK BOXES, AND CONDUIT WITH LOW-VOLTAGE WIRING.

SET: 5.0

SINGLE D202, VESTIBULE FROM , 909 X 2540 X 69, ALUMINUM X ALUMINUM, LHR

1 CONTINUOUS HINGE	MCK-12HD LTS	BL	MK
1 RIM EXIT DEVICE	55 56 8510	US32D	SA
1 DOOR PULL	RM3301-90" MTG-TYPE 12HD	US32D	RO
1 SURFACE CLOSER	UNI9500	689	NO
1 DROP PLATE	9588	689	NO
1 CONCEALED DOOR POSITION SWITCH	3287		SA

NOTES: - FREE EGRESS AT ALL TIMES.
- DOOR UNLOCKED AS PER SCHEDULE FROM ACCESS CONTROL.
- DOOR POSITION SWITCH MONITORS OPEN/CLOSE STATUS.
- CONFIRM ALUMINUM DOOR DETAILS (RAIL, STILE, SIZE AND THICKNESS) BEFORE ORDERING HARDWARE.
- 25 MM POST EXTENSION TO ALLOW PULL TO CLEAR IGU.

SET: 6.0

SINGLE D500, BALCONY FROM , 1090 X 1930 X 50, ALUMINUM X ALUMINUM, LHR
SINGLE D700, ROOF FROM , 997 X 2038 X 50, ALUMINUM X ALUMINUM, LHR

1 CONTINUOUS HINGE	MCK-12HD LTS	BL	MK
1 MORTISE DEADLOCK	4874 KA1	US32D	SA
2 PERMANENT CYLINDER (MORTISE)	KABA ILCO 7186-HS2 GMK TO EXISTING SYSTEM	626	MT
1 PUSH PLATE	70C-RKW CFC SA	US32D	RO
1 DOOR PULL	RM3301-90" MTG-TYPE 12HD	US32D	RO
1 DOOR CLOSER	UNIJ7500	689	NO
1 DROP PLATE	7786	689	NO
1 THRESHOLD	252X2AFG X WIDTH		PE
1 SWEEP	29326CNB WIDTH		PE
1 CONCEALED DOOR POSITION SWITCH	3287		SA

NOTES: - KEYED ON BOTH SIDES.
- CONFIRM ALUMINUM DOOR STILE BEFORE ORDERING LOCK.
- BALANCE OF WEATHERSTRIPPING BY ALUMINUM DOOR SUPPLIER.

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SET: 7.0

SINGLE D300, BALCONY FROM , 984 X 2540 X 69, ALUMINUM X ALUMINUM, LHR

1 CONTINUOUS HINGE	MCK-12HD LTS	BL	MK
1 MORTISE DEADLOCK	4874 KA1	US32D	SA
1 PERMANENT CYLINDER (MORTISE)	KABA ILCO 7186-HS2 GMK TO EXISTING SYSTEM	626	MT
1 PUSH PLATE	70C-RKW CFC SA	US32D	RO
1 DOOR PULL	RM3301-90" MTG-TYPE 12HD	US32D	RO
1 SURFACE CLOSER	UNI9500	689	NO
1 DROP PLATE	9588	689	NO
1 THRESHOLD	252X2AFG X WIDTH		PE
1 SWEEP	29326CNB WIDTH		PE
1 CONCEALED DOOR POSITION SWITCH	3287		SA

NOTES: - KEYED ON BOTH SIDES.
- CONFIRM ALUMINUM DOOR STILE BEFORE ORDERING HARDWARE.
- BALANCE OF WEATHERSTRIPPING BY ALUMINUM DOOR SUPPLIER.

SET: 8.0

SINGLE D103, EXTERIOR FROM D103, 965 X 2540 X 69, ALUMINUM X ALUMINUM, LHR

1 CONTINUOUS HINGE	MCK-12HD SER-8 LTS	BL	MK
1 RIM EXIT DEVICE	31 55 56 8510	US32D	SA
1 PERMANENT CYLINDER (RIM)	KABA ILCO 7016-HS8 GMK TO EXISTING SYSTEM	626	MT
1 DOOR PULL (OFFSET)	RM3311-90" MTG-TYPE 12HD	US32D	RO
1 CONCEALED OVERHEAD STOP	6 SERIES SIZE TO SUIT	689	RF
1 AUTO DOOR OPERATOR	SW200I	CL	BM
2 OPERATOR ACTUATOR	CM-35N/4 X CM-34BL		00
1 THRESHOLD	252X2AFG X WIDTH		PE
1 SWEEP	29326CNB WIDTH		PE
1 CONCEALED DOOR POSITION SWITCH	3287		SA
1 ELECTROLYNX HARNESS	QC-C006		MK
1 CARD READER	CARD READER BY SECURITY		HD
1 POWER SUPPLY	BPS-24-1		SU
1 TECHNICAL DRAWING	ELECTRICAL POINT TO POINT DIAGRAM		00
1 RISER DIAGRAM	BY HARDWARE SUPPLIER		00

NOTES: - KEYED ON OUTSIDE.
- FREE EGRESS AT ALL TIMES.
- VALID CARD READ RETRACTS THE LATCH OF THE EXIT DEVICE FOR ENTRY AND MAKES EXTERIOR OPERATOR ACTUATOR ACTIVE.
- DOOR POSITION SWITCH MONITORS OPEN/CLOSE STATUS.
- WEATHER STRIPPING BY DOOR SUPPLIER.
- CONFIRM ALUMINUM DOOR DETAILS (RAIL, STILE, SIZE AND THICKNESS.) BEFORE ORDERING HARDWARE.
- CONFIRM DOOR CONSTRUCTION BEFORE ORDERING HARDWARE.
- CONFIGURE LOW ENERGY OPERATORS TO ACT AS POWER ASSIST WHEN OPERATED MANUALLY (NOT PUSH AND GO) DURING THE OPENING CYCLE.
- 25 MM POST EXTENSION TO ALLOW PULL TO CLEAR IGU.
- DIVISION 26 TO PROVIDE; 120VAC POWER TO FRAME HEADER, FINAL CONNECTION OF DOOR OPERATOR, ALL BACK BOXES, AND CONDUIT WITH LOW-VOLTAGE WIRING.

SET: 9.0

PAIR D201, VESTIBULE FROM , 2206 X 2540 X 69, ALUMINUM X ALUMINUM, RHRA/LHR

2 CONTINUOUS HINGE	MCK-12HD SER-8 LTS	BL	MK
2 CONCEALED VERT ROD EXIT	55 56 AD8410	US32D	SA
2 DOOR PULL	RM3301-90" MTG-TYPE 12HD	US32D	RO
2 CONCEALED OVERHEAD STOP	6 SERIES SIZE TO SUIT	689	RF
1 AUTO DOOR OPERATOR- PAIR	SW200I X SW200I	CL	BM
2 OPERATOR ACTUATOR	CM-35N/4 X CM-34BL		00
2 CONCEALED DOOR POSITION SWITCH	3287		SA
2 ELECTROLYNX HARNESS	QC-C006		MK
1 KEYSWITCH	MKA		SU
1 POWER SUPPLY	BPS-24-2		SU
1 TECHNICAL DRAWING	ELECTRICAL POINT TO POINT DIAGRAM		00

NOTES: - DOOR OPERATOR ON RHR LEAF.
- FREE EGRESS AT ALL TIMES.
- DOOR UNLOCKED AS PER SCHEDULE FROM ACCESS CONTROL.
- PRESSING ACTUATOR EITHER SIDE OF OPENING CYCLES AUTO OPERATOR WHEN UNLOCKED.
- DOOR POSITION SWITCH MONITORS OPEN/CLOSE STATUS.
- CONFIRM ALUMINUM DOOR DETAILS (RAIL, STILE, SIZE AND THICKNESS) BEFORE ORDERING HARDWARE.
- CONFIGURE LOW ENERGY OPERATORS TO ACT AS POWER ASSIST WHEN OPERATED MANUALLY (NOT PUSH AND GO) DURING THE OPENING CYCLE.
- 25 MM POST EXTENSION TO ALLOW PULL TO CLEAR IGU.
- DIVISION 26 TO PROVIDE; 120VAC POWER TO FRAME HEADER, FINAL CONNECTION OF DOOR OPERATOR, ALL BACK BOXES, AND CONDUIT WITH LOW-VOLTAGE WIRING.

END OF SETS.

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Sault Ste Marie Civic Centre re-cladding

RDHA



Sheet List				
Sheet Number	Sheet Name	Sheet Issue Date	Current Revision	Current Revision Date
A001	Partition Legend	05/31/17	2	2018/01/29
A002	Door Schedule & Details	08/31/17	2	2018/01/29
A201	Level 01	04/25/17	2	2018/01/29
A202	Level 02	05/23/17	2	2018/01/29
A203	Level 03	05/29/17	2	2018/01/29
A204	Level 04	05/29/17	2	2018/01/29
A205	Level 05	05/29/17	2	2018/01/29
A206	Level 06	05/29/17	2	2018/01/29
A207	Penthouse Level	05/29/17	2	2018/01/29
A209	Roof Plan	05/29/17	2	2018/01/29
A220	reflected ceiling plan - level 01	07/10/17	2	2018/01/29
A221	reflected ceiling plan - level 02	07/10/17	2	2018/01/29
A222	reflected ceiling plan - level 03	07/10/17	2	2018/01/29
A223	reflected ceiling plan - level 04	07/10/17	2	2018/01/29
A224	reflected ceiling plan - level 05	07/10/17	2	2018/01/29
A225	reflected ceiling plan - level 06	07/10/17	2	2018/01/29
A226	reflected ceiling plan - penthouse	07/10/17	2	2018/01/29
A301	North Elevation	05/30/17	2	2018/01/29
A302	East Elevation	05/30/17	2	2018/01/29
A303	South Elevation	05/30/17	2	2018/01/29
A304	West Elevation	05/30/17	2	2018/01/29
A520	enlarged plan details	06/15/17	2	2018/01/29
A530	enlarged ceiling plan details	07/17/17	2	2018/01/29
A531	enlarged ceiling plan details	08/30/17	2	2018/01/29
A601	wall sections	05/01/17	2	2018/01/29
A602	wall sections	05/23/17	2	2018/01/29
A603	wall sections	06/07/17	2	2018/01/29
A604	wall sections	06/12/17	2	2018/01/29
A605	wall sections	06/20/17	2	2018/01/29
A801	Plan Details	05/23/17	2	2018/01/29
A802	Plan Details	05/24/17	2	2018/01/29
A803	Plan Details	05/24/17	2	2018/01/29
A804	Plan Details	06/15/17	2	2018/01/29
A805	Plan Details	06/19/17	2	2018/01/29
A901	section details	05/04/17	2	2018/01/29
A902	section details	05/04/17	2	2018/01/29
A903	section details	06/13/17	2	2018/01/29
A904	section details	06/14/17	2	2018/01/29
A905	section details	06/14/17	2	2018/01/29
A906	section details	06/22/17	2	2018/01/29

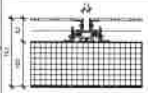
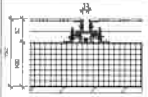
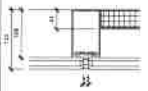
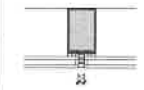
ARCHITECT

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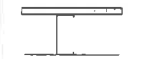
PRIME CONSULTANT

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Ottawa, Ontario, K1H 1E1
(613) 739-2910

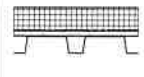
Exterior Partition Schedule

W1		• 4mm aluminum composite panel with engineered supports • thermally broken supports • 101mm semi-rigid rock wool insulation • peel and stick vapour/air barrier applied to existing galvanized pan
W1a		• 4mm aluminum composite panel with engineered supports • thermally broken supports • 101mm semi-rigid rock wool insulation • peel and stick vapour/air barrier • 13 mm exterior fiberglass board • engineered stud (refer to structural)
W2		• double glazing • 101 mm capless black anodized aluminum framing • shadow panel where indicated
W2a		• double glazing • existing anodized aluminum framing (painted) - modify frame to allow 4 sided structural silicone glazing

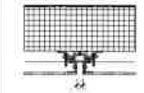
Interior Partition Schedule

P1		• 16 mm gypsum board (painted) • steel studs to u/s of structure (variable) where necessary, tie stud framing to structural back-up or to opposite furring partition
P1a		• 2x16 mm type 'X' gypsum board to u/s of structure (painted)* • 92mm steel studs to u/s of structure (for engineered stud refer to structural) where necessary, tie stud framing to structural back-up or to opposite furring partition *provide 3 layers of 16 mm type 'X' gypsum board with drywall ravisil

Roof Type Legend

R1		PVC Membrane Roof • PVC membrane roof to match existing • insulation to match existing • vapour barrier • 1/2" Type 'X' drywall • metal deck

Ceiling Type Schedule

C1		• peel and stick vapour/air barrier • 101mm semi rigid rock wool insulation (amount varies refer to section) • thermally broken supports • 4mm aluminum composite panel with engineered supports
C2		• existing structure • additional furring and structure as necessary • 13 mm painted gypsum wall board

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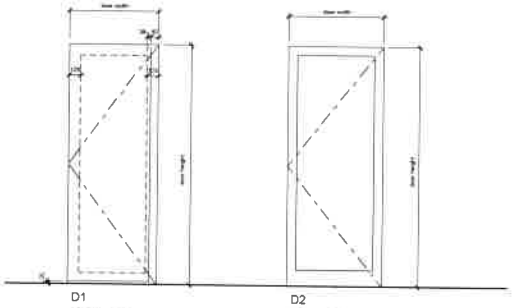
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
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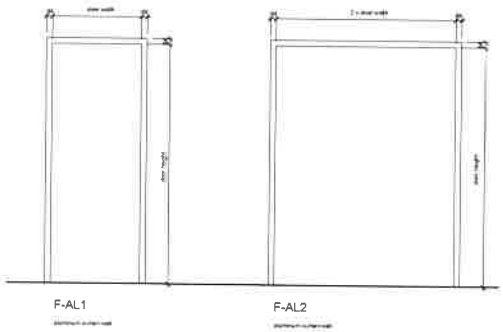
TITLE

Partition Legend

P in C		SCALE	DWG No
PM	Checker	1 : 5	A001
DES	Designer	PROJECT NO	
DR	Author	201609	



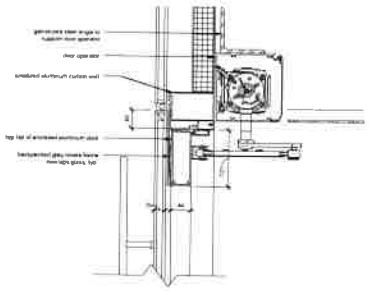
1 Door Elevations



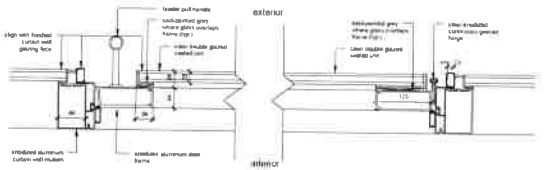
3 Frame Elevations

Door Schedule

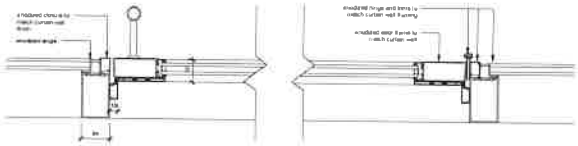
Mark	Elevation	Height	Width	Thickness	Material	Finish	Glazing	Frame Elevation	Frame Material	Frame Finish	Frame Glazing	Detail Reference	Comments
D100	D1	2540	2 x 838	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL2	Aluminum	Anodized	Insulated Glass Unit	3.4/A002, 2/A520	Installed in curtain wall framing. Door operator and card reader
D101	D1	2540	2 x 838	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL2	Aluminum	Anodized	Insulated Glass Unit	3.4/A002, 2/A520	Door operator with push button
D102	D1 without pull	2540	1018	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL1	Aluminum	Anodized	Insulated Glass Unit	3.4/A002, 5/A803	Installed in curtain wall framing. Panic hardware
D103	D1	2540	985	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL1	Aluminum	Anodized	Insulated Glass Unit	3.4/A002 1/A802	Installed in curtain wall framing. Door operator and card reader
D200	D1	2540	2 x 1103	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL2	Aluminum	Anodized	Insulated Glass Unit	3.4/A002, 1/A520	Installed in curtain wall framing. Door operator and card reader
D201	D1	2540	2 x 1103	44 + 25 glazing	Aluminum/ Clear	Anodized	Tempered	F-AL2	Aluminum	Anodized	Tempered	3.4/A002, 1/A520	Door operator with push button
D202	D1	2540	909	44 + 25 glazing	Aluminum/ Clear	Anodized	Tempered	F-AL1	Aluminum	Anodized	Tempered	3.4/A002, 1/A520	
D300	D1	2540	984	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL1	Aluminum	Anodized	Insulated Glass Unit	3.4/A002, 1/A804	Installed in curtain wall framing
D500	D2	1800	1090	44 + 25 glazing	Aluminum/ Clear	Anodized	Insulated Glass Unit	-	Aluminum	Anodized	Insulated Glass Unit	3.4/A002 2/A805	Installed in existing curtain wall framing
D700	D2	2038	997	50	Aluminum/ Clear	Anodized	Insulated Glass Unit	F-AL1	Aluminum	Anodized	Insulated Glass Unit	5/A002	Installed in curtain wall framing, confirm dimensions with existing conditions



2 Mullion Door - Head Detail



4 DT in F-AL1



5 DT in F-AL1

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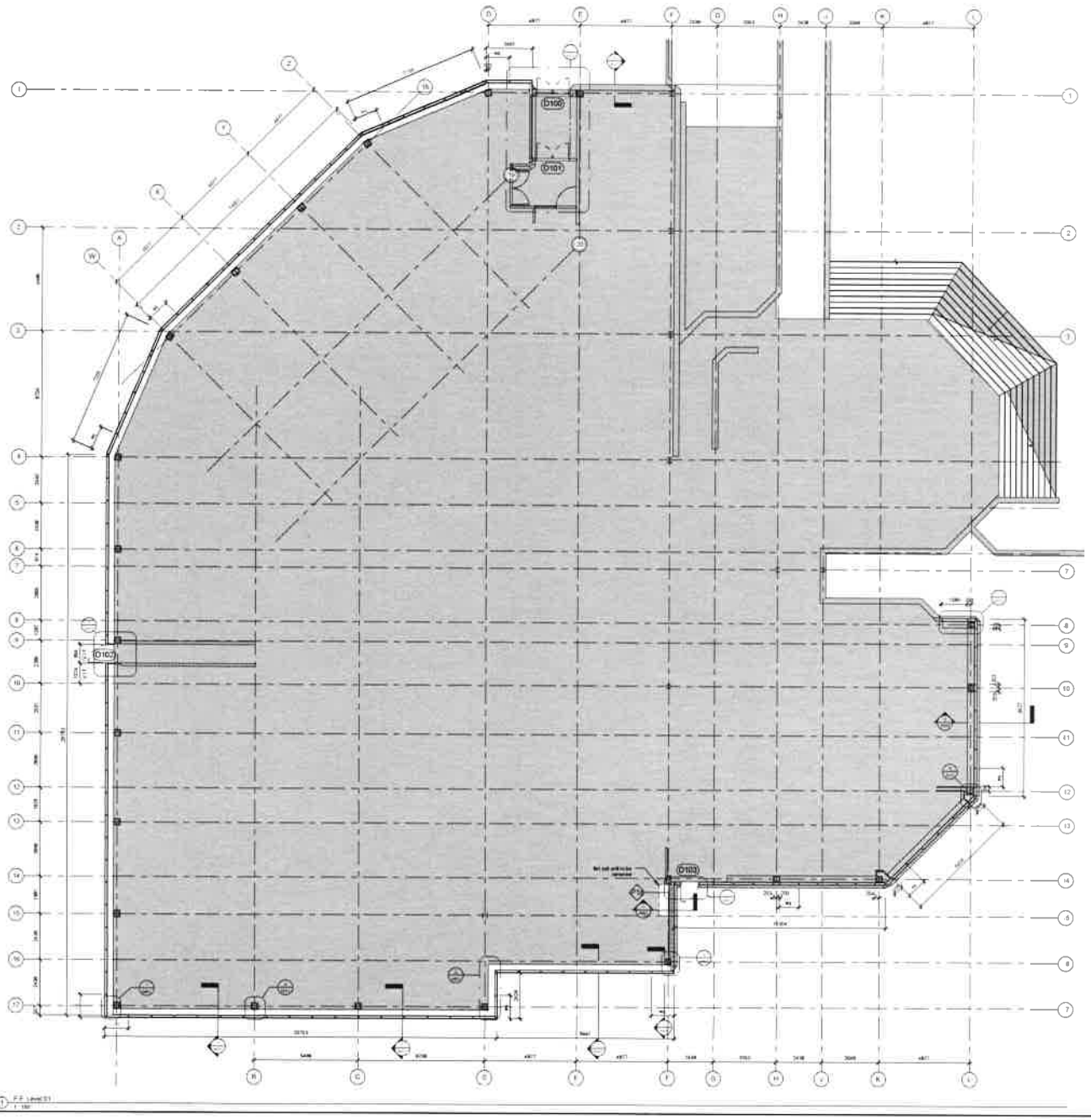
No.	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

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TITLE

Door Schedule & Details

P in C		SCALE	DWG No.
PM	Checker	As indicated	A002
DES	Designer	PROJECT NO	
DR	Author	201609	



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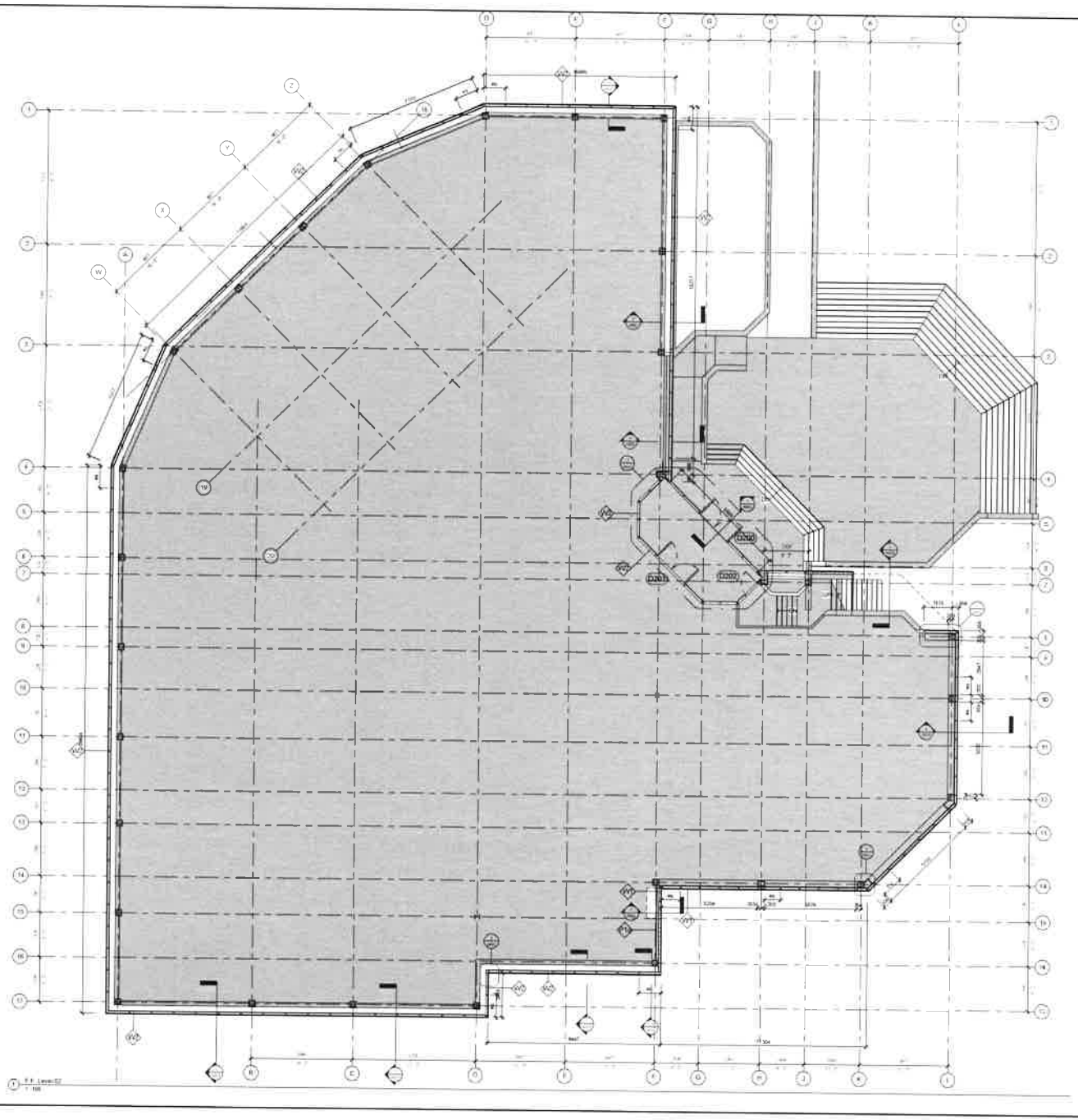
No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
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TITLE

Level 01

P in C		SCALE	DWG No
PM	Checker	1 : 100	A201
DES	Designer	PROJECT NO.	
DR	Author	2016/09	



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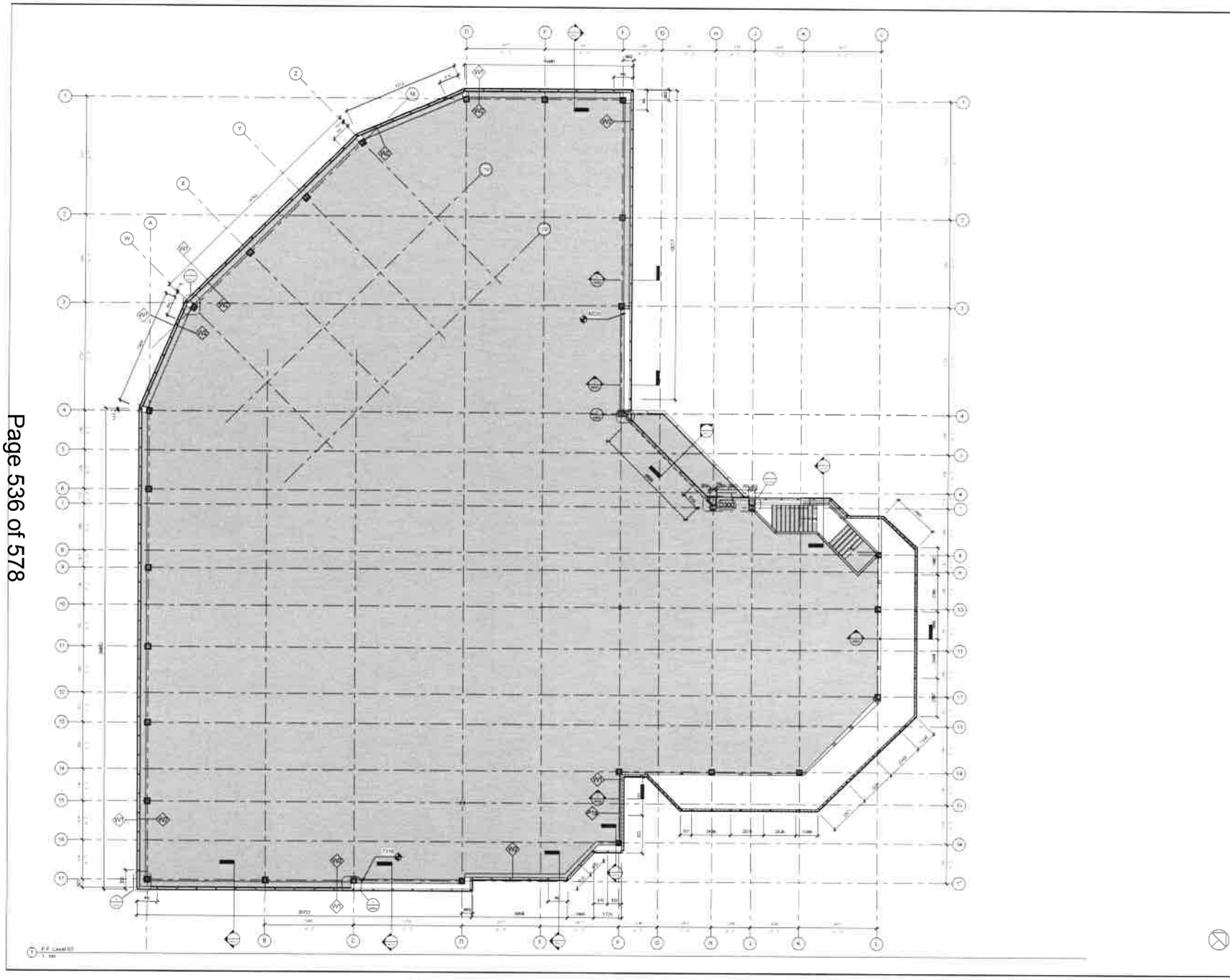
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No.	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

Sault Ste. Marie
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TITLE:
Level 02

P in C		SCALE	DWG No.
PM	Checker	1 : 100	A202
DES	Designer	PROJECT NO.	
DR	Author	201809	



RDHA

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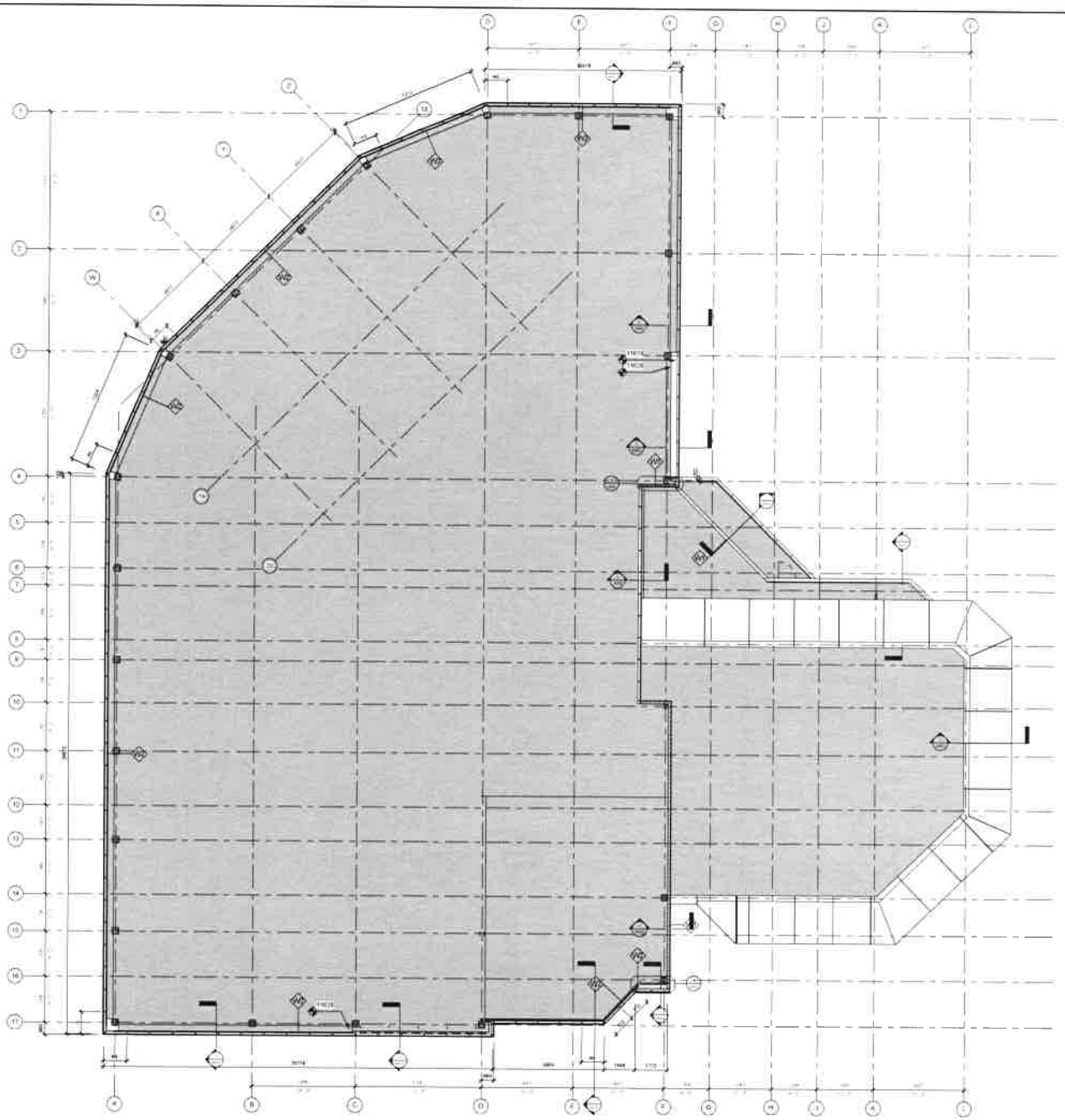
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No.	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

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TITLE
Level 03

P In C		SCALE	DWG No
PM	Checker	1 : 100	A203
DES	Designer	PROJECT NO.	
DR	Author	201609	



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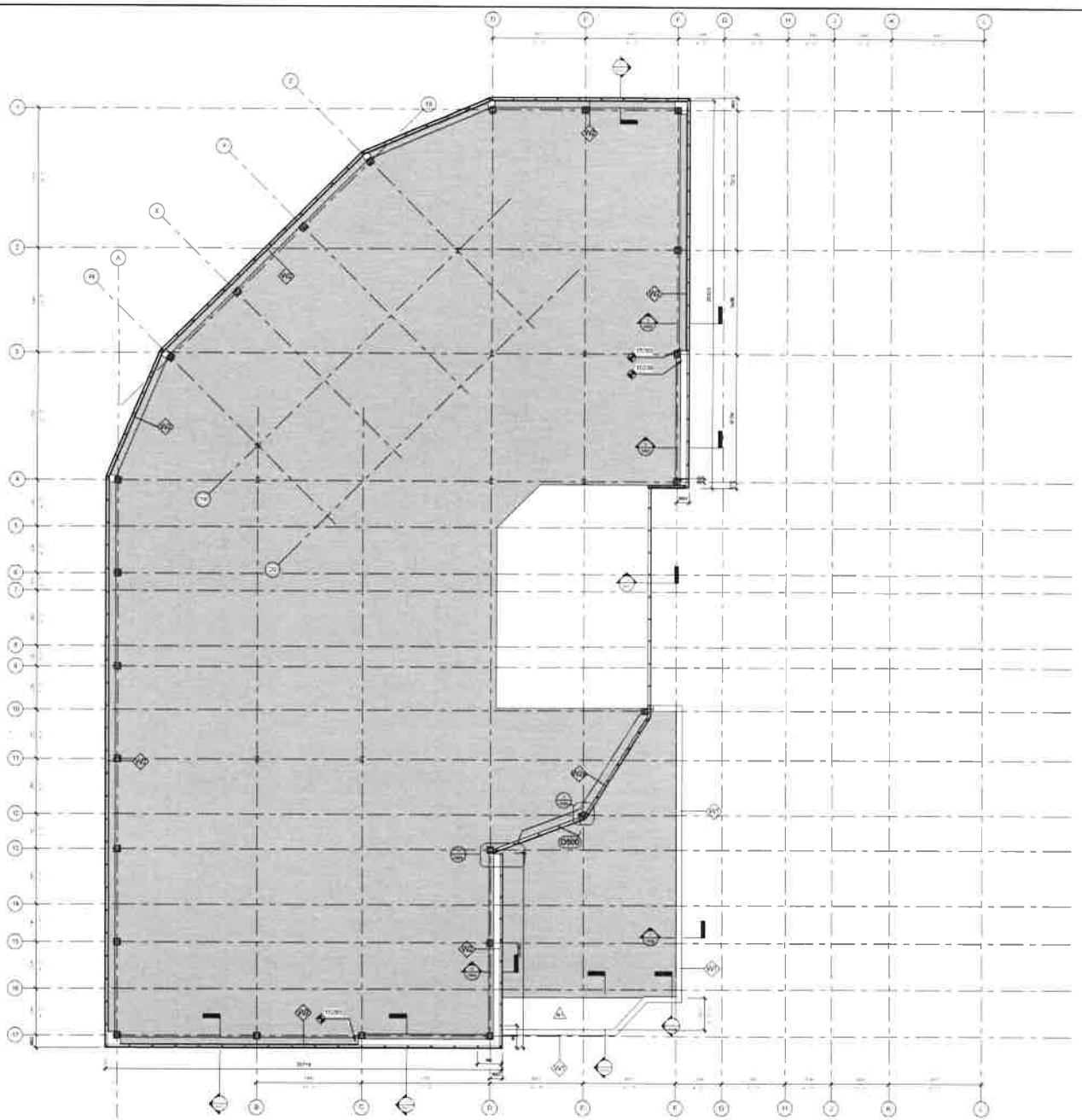
No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
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TITLE

Level 04

P in C		SCALE	DWG No
PM	Checker	1 : 100	
DES	Designer	PROJECT NO	A204
DR	Author	201609	



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No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

ONTARIO ASSOCIATE OF ARCHITECTS

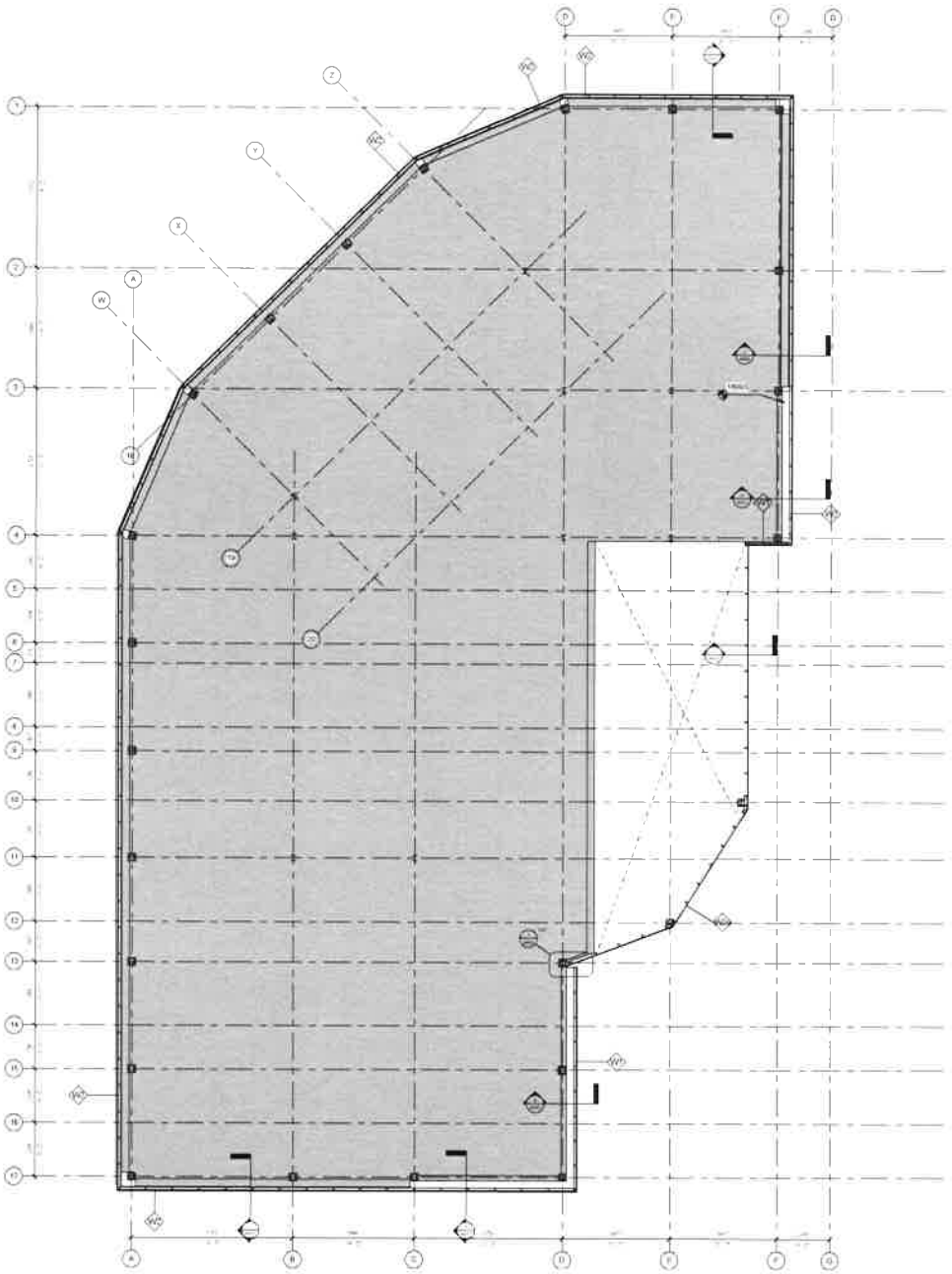
Sault Ste. Marie Civic Centre

99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

Level 05

P in C		SCALE	DWG No
PM	Checker	1 : 100	A205
DES	Designer	PROJECT NO	
DR	Author	201609	



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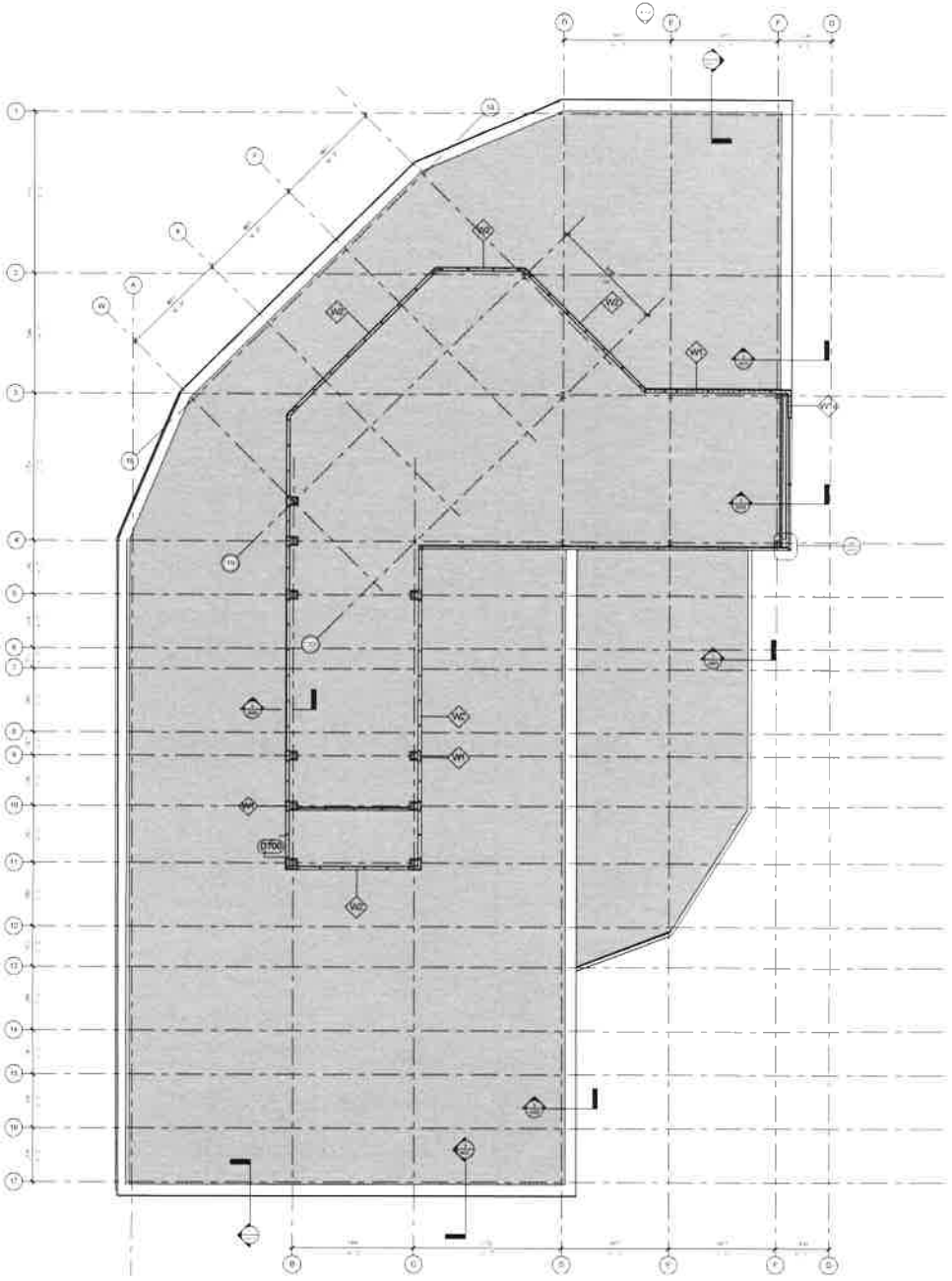
No.	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

Level 06

P in C		SCALE	DWG No
PM	Checker	1 : 100	A206
DES	Designer	PROJECT NO	
DR	Author	201609	



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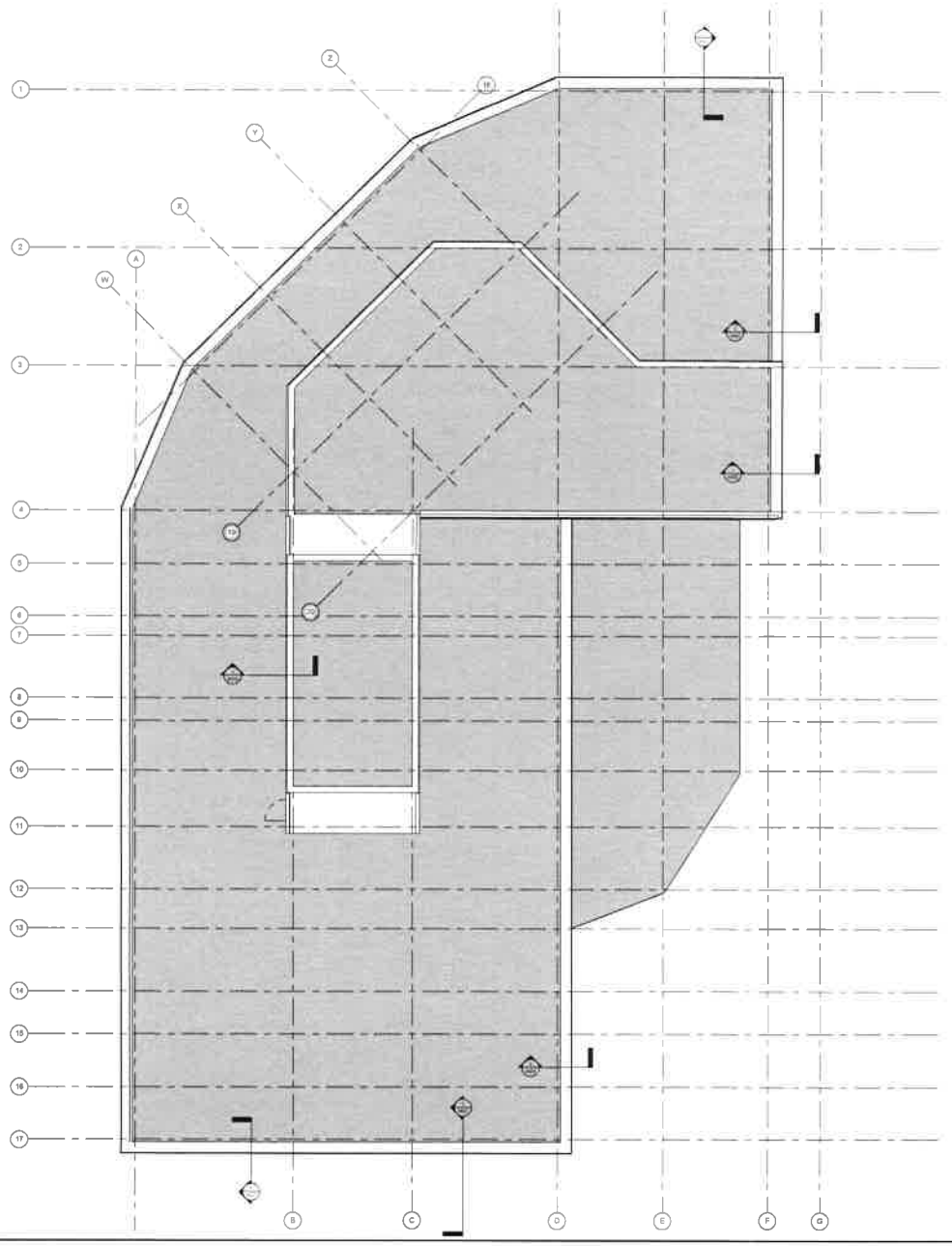
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

Penthouse Level

P in C		SCALE	DWG No
PM	Checker	1 : 100	
DES	Designer	PROJECT NO	A207
DR	Author	201809	



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t 416 504 1924
f 416 504 1927
www.rdh.com

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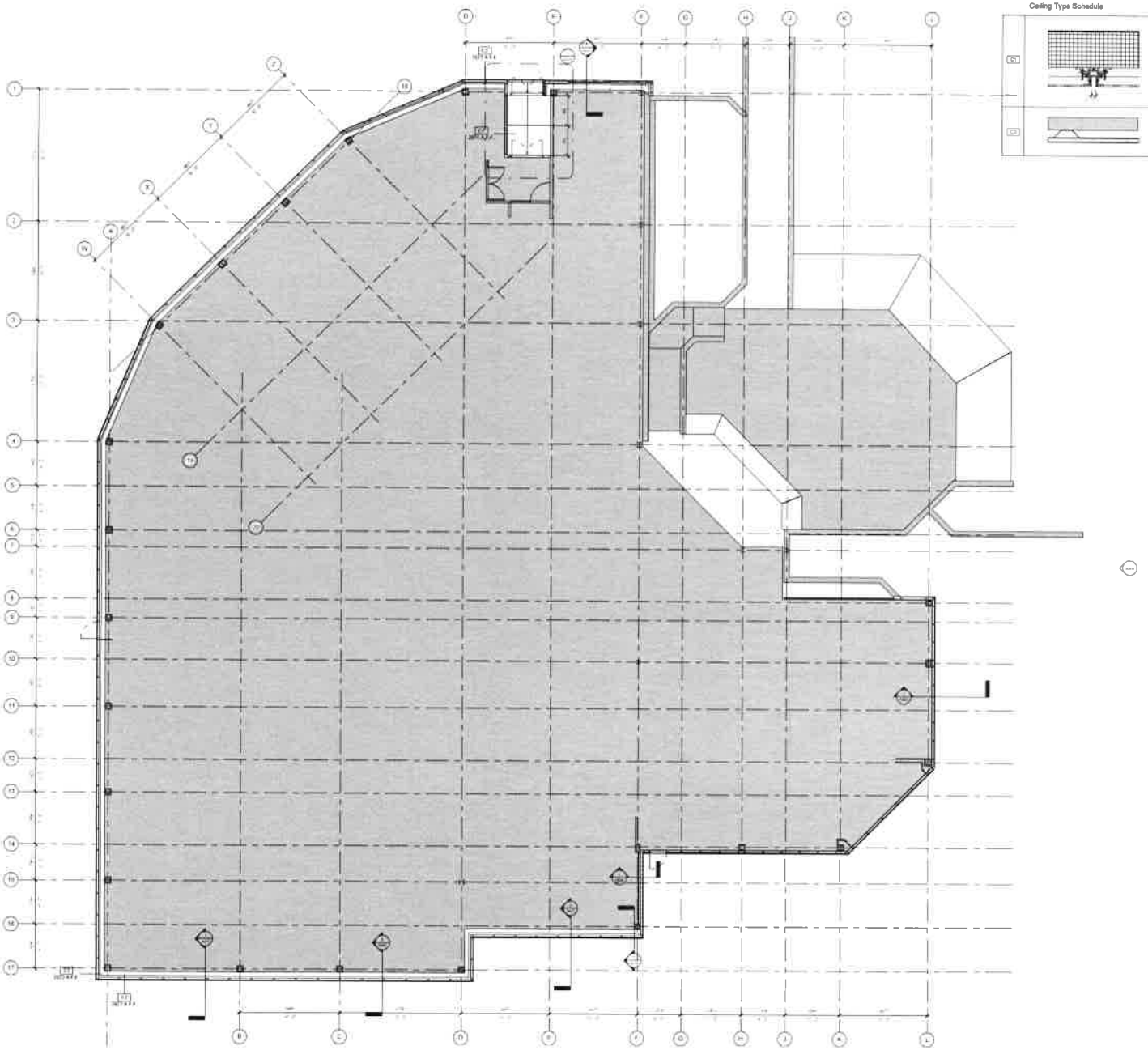
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

Roof Plan

P in C		SCALE	DWG No
PM	Checker	1 : 100	A209
DES	Designer	PROJECT NO	
DR	Author	201809	



Ceiling Type Schedule

C1
- peel and stick vapourtec barrier
- 101mm semi-rigid rock wool insulation (amount varies refer to section)
- thermally broken supports
- 4mm aluminum composite panel with engineered supports

C3
- existing structure
- additional furring and structure as required
- 12mm painted gypsum wall board

RDHA

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210 Sterling Road, Suite 102 | Toronto ON | M6R 2B2
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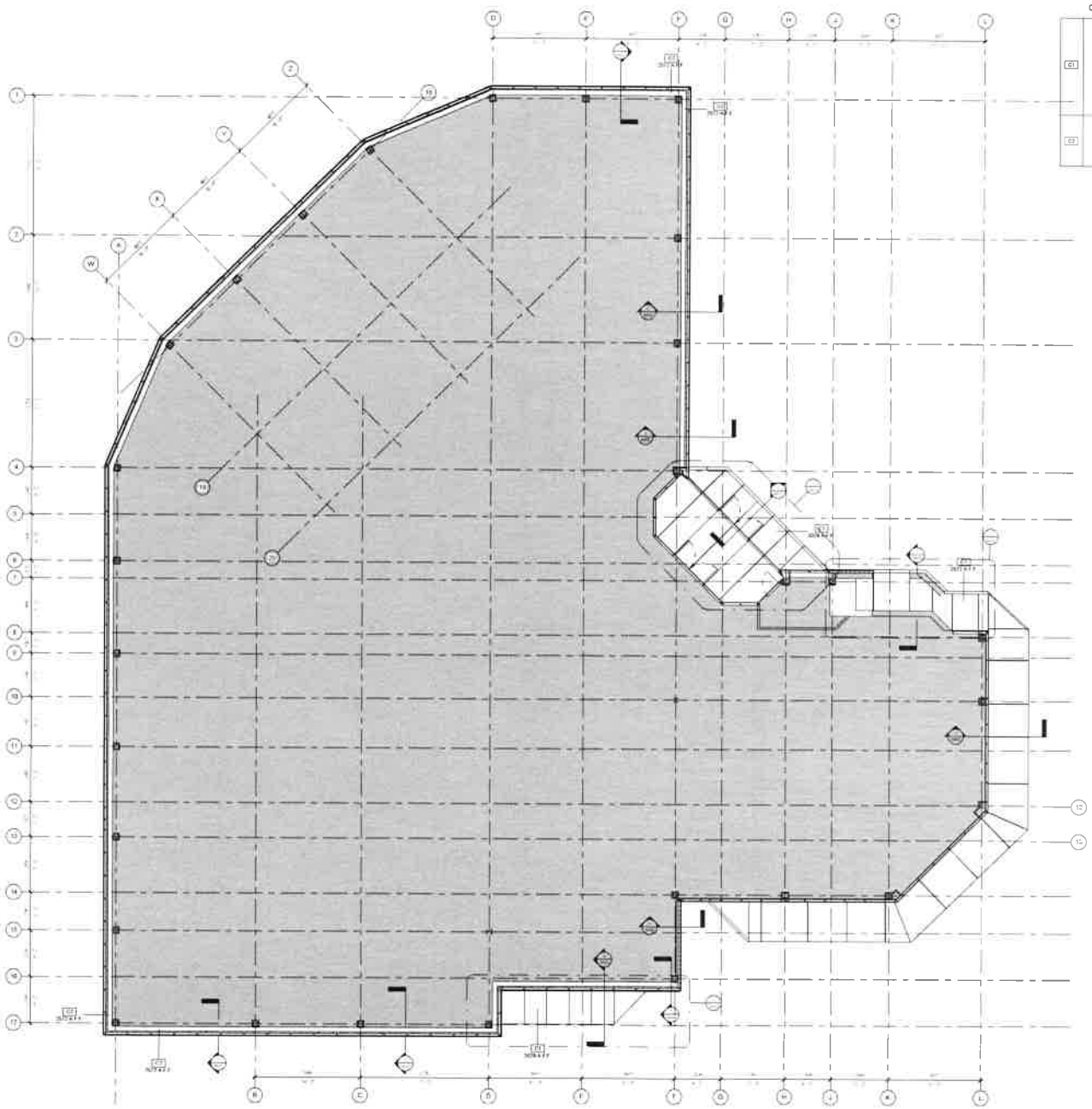
No	Description	Date
2	issued for tender	2018/12/19
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste Marie, Ontario P6A 5X6

TITLE

reflected ceiling plan - level 01

P In C		SCALE	DWG No
PM	Checker	As Indicated	A220
DES	Designer	PROJECT NO	
DR	Author	201609	



Ceiling Type Schedule

C1	:	pest and stick vapourtiar barrier 101mm semi-rigid rock wool insulation (amount varies refer to section) thermally broken supports 6mm aluminum composite panel with engineered supports
C2	:	existing structure additional furring and structure as necessary 12.5mm painted gypsum wall board

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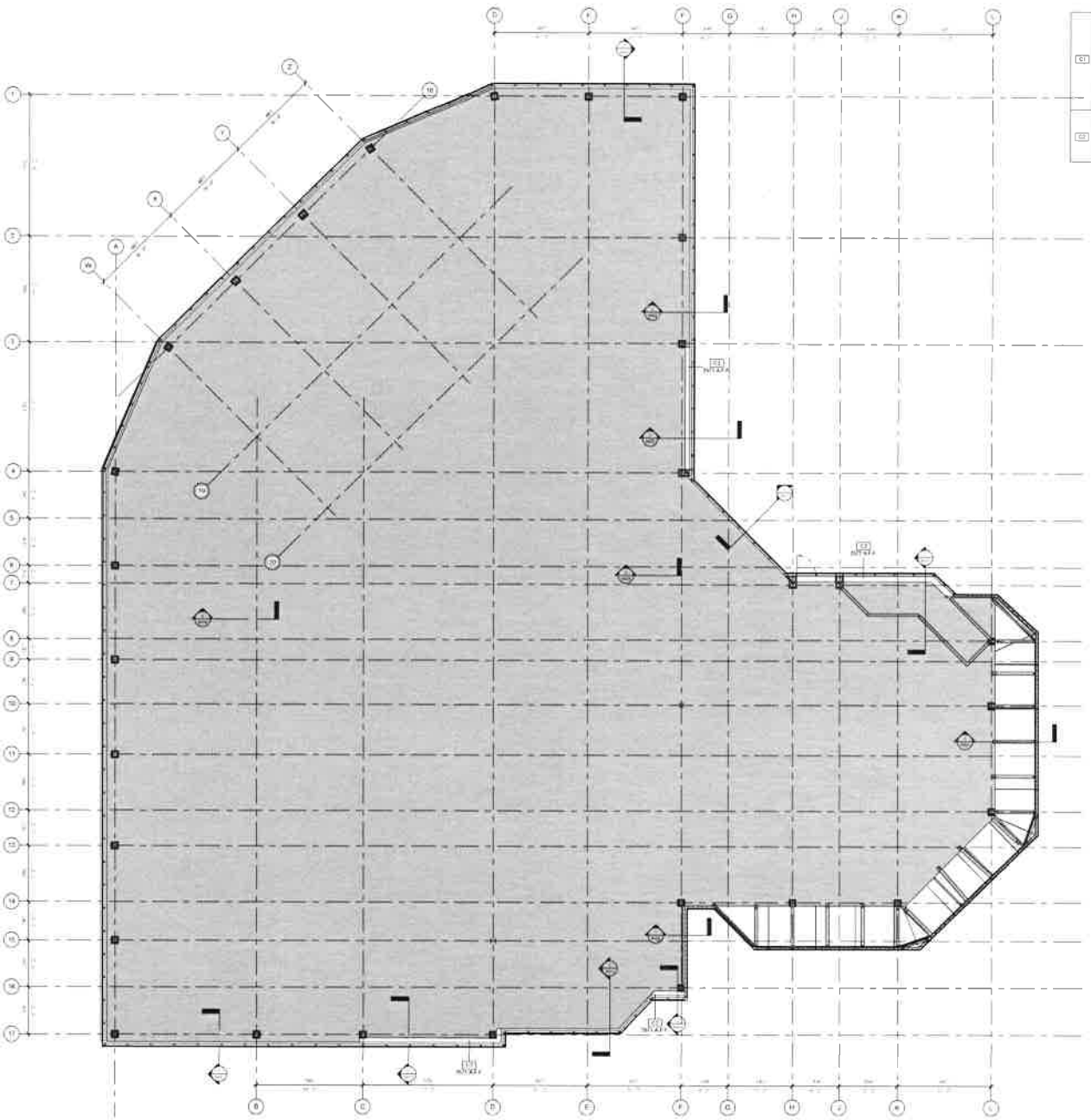
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

reflected ceiling plan - level 02

P in C		SCALE	DWG No.
PM	Checker	As Indicated	A221
DES	Designer	PROJECT NO.	
DR	Author	201609	



Ceiling Type Schedule

C1

- peel and stick vapourmer barrier
- 101mm semi-rigid rock wool insulation (amount varies refer to section)
- thermally broken supports
- 9mm aluminum composite panel with engineered supports

C2

- existing structure
- additional furring and structure as necessary
- 13mm painted gypsum wall board

RDHA

Rounthwaite Dick & Hadley Architects Inc
213 Sterling Road, Suite 107 | Toronto ON | M6R 2B2
T 416 534 1335
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www.rdhavon.com

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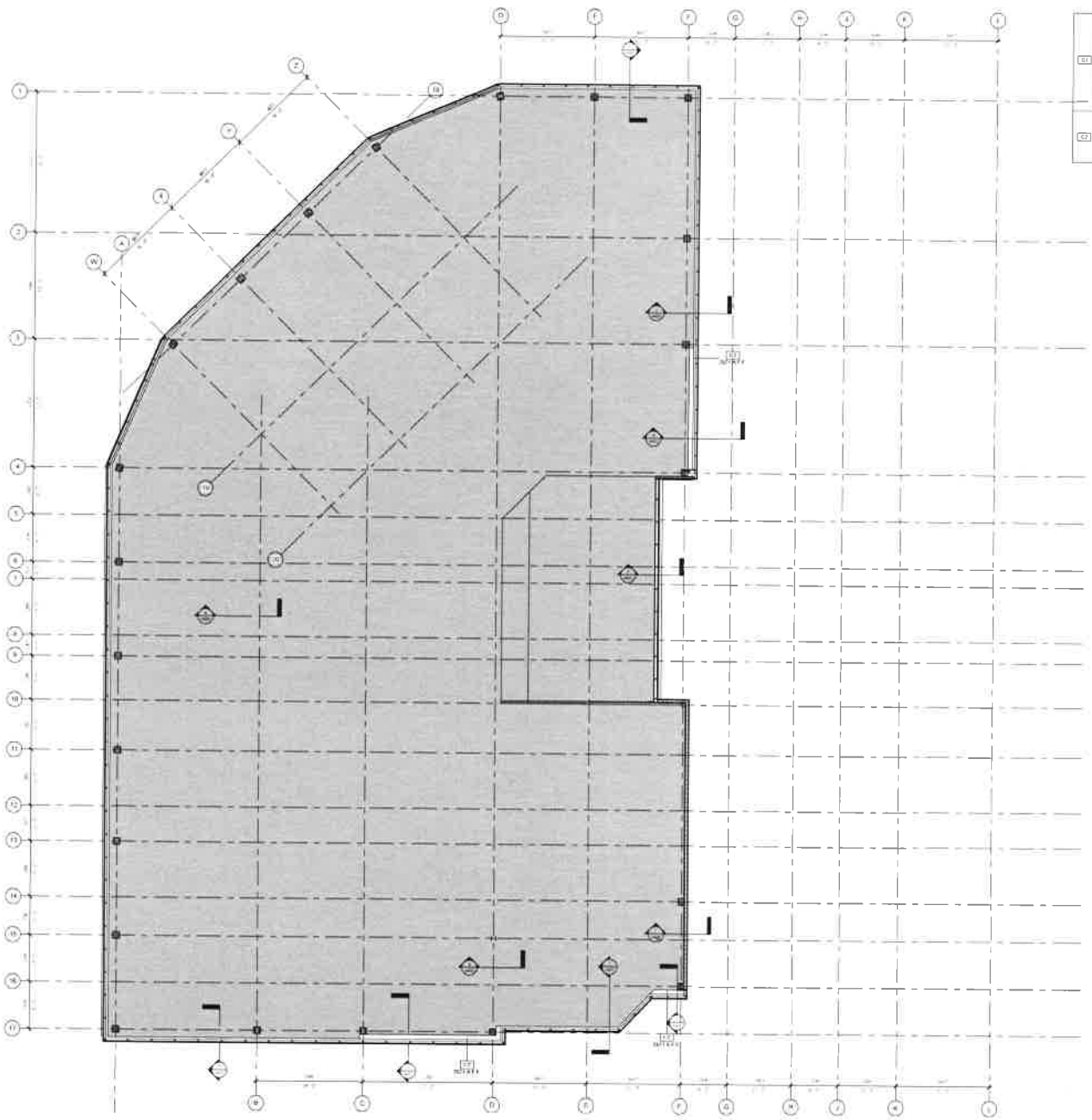
No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste Marie, Ontario P6A 5X8

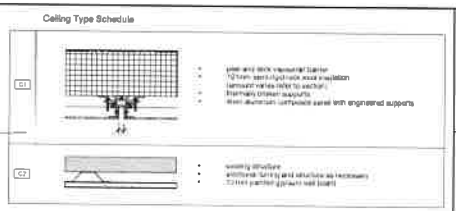
TITLE

reflected ceiling plan - level 03

P in C		SCALE	DWG No.
PM	Checker	As indicated	A222
DES	Designer	PROJECT NO.	
DR	Author	201609	



Ceiling Type Schedule



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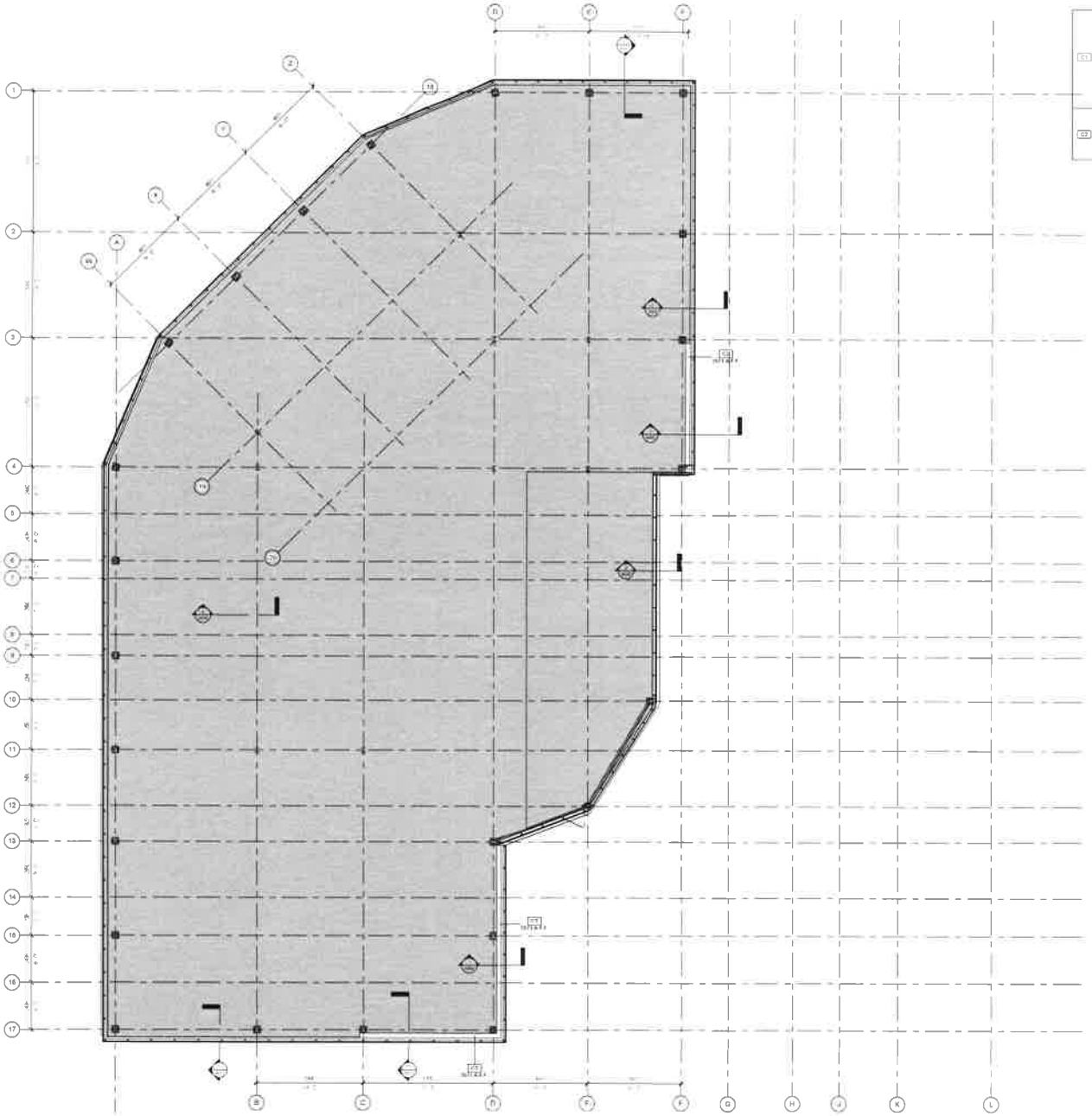
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

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Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

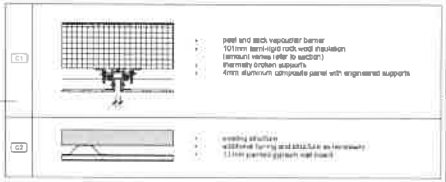
TITLE

reflected ceiling plan - level 04

P in C		SCALE	DWG No
PM	Checker	As indicated	A223
DES	Designer	PROJECT NO.	
DR	Author	201609	



Ceiling Type Schedule



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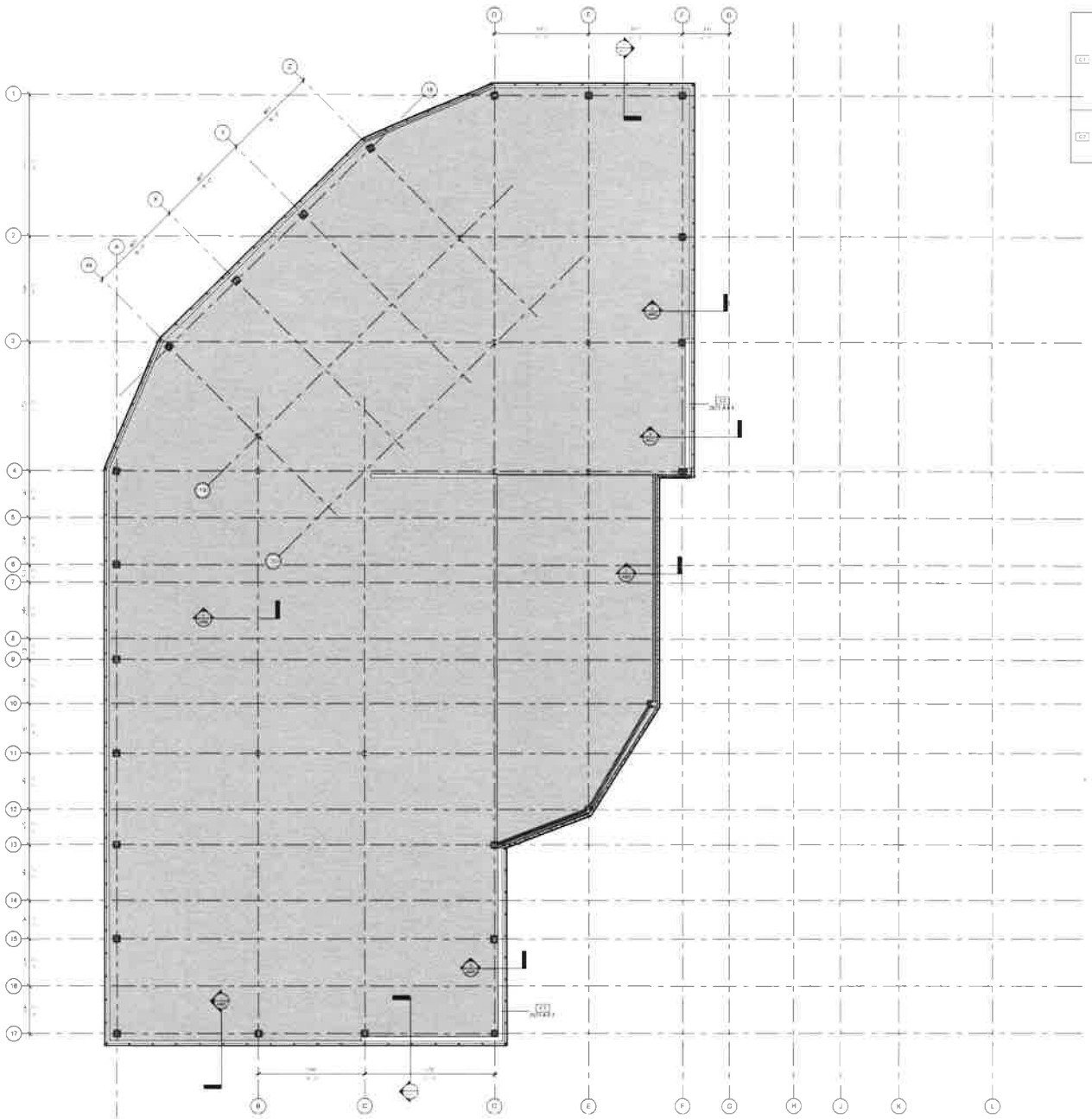
No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

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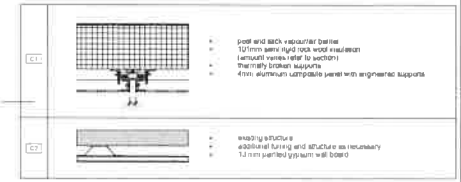
TITLE

reflected ceiling plan - level 05

P in C		SCALE	DWG No
PM	Checker	As indicated	A224
DES	Designer	PROJECT NO.	
DR	Author	201609	



Ceiling Type Schedule



RDHA

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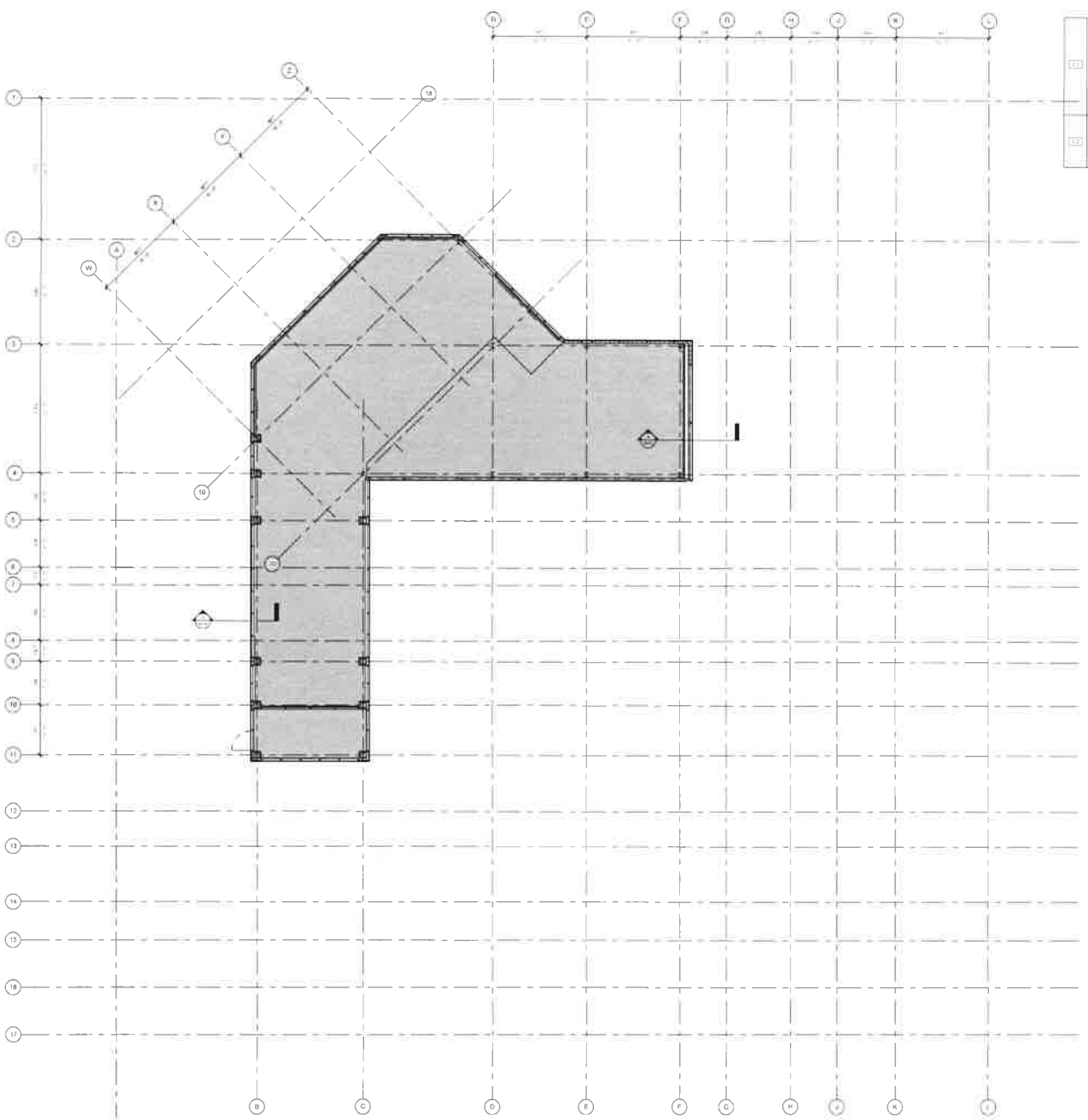
No.	Description	Date
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1.	issued for review	2017/09/05

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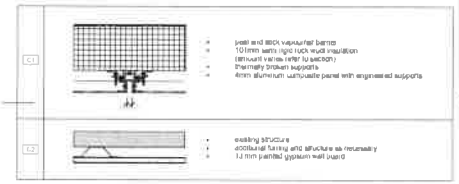
TITLE

reflected ceiling plan - level 06

P in C		SCALE	DWG No
PM	Checker	As indicated	A225
DES	Designer	PROJECT NO	
DR	Author	201609	



Ceiling Type Schedule



RDHA

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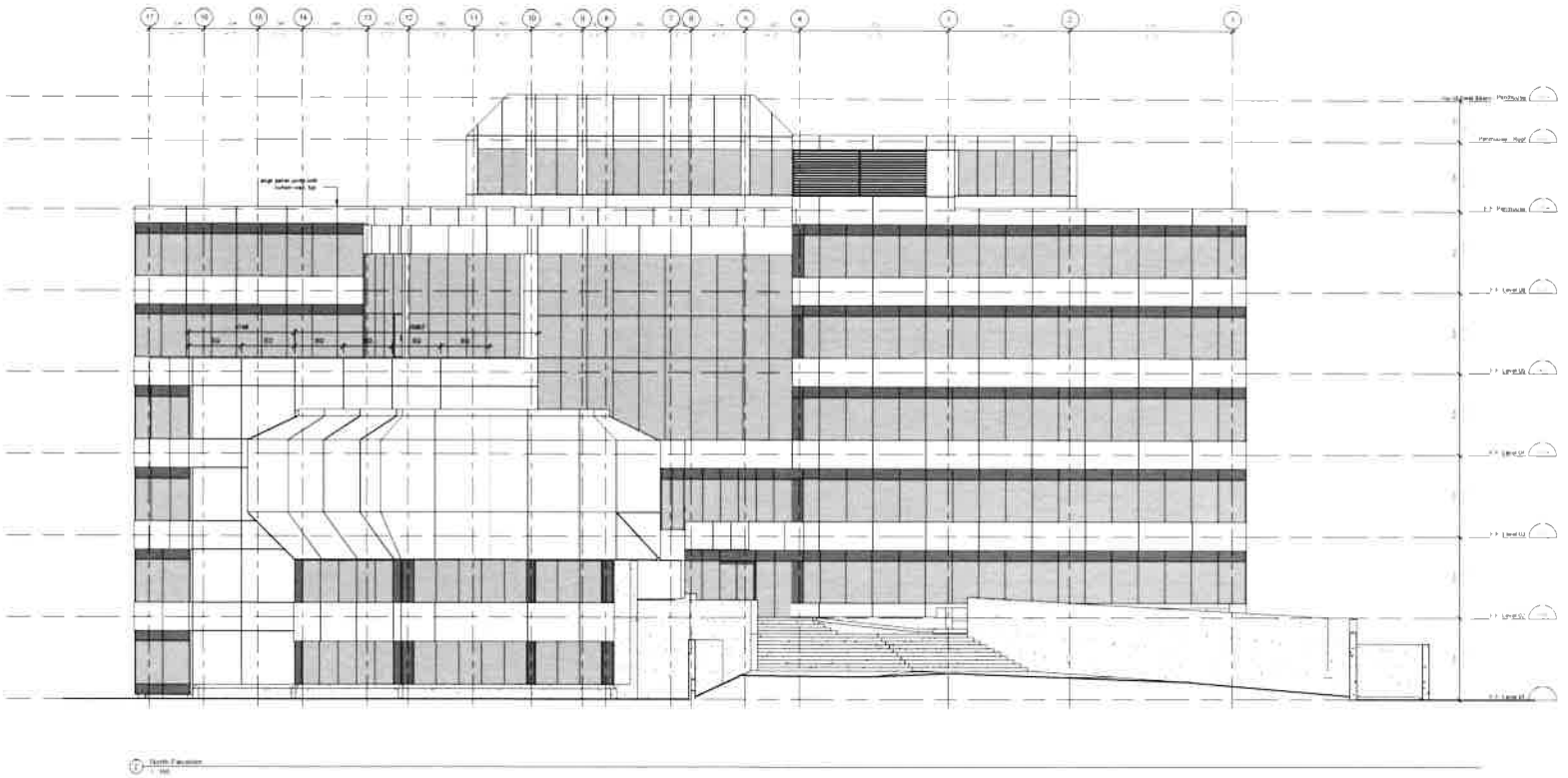
No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

reflected ceiling plan - penthouse

P in C		SCALE	DWG No
PM	Checker	As indicated	A226
DES	Designer	PROJECT NO	
DR	Author	201609	



RDHA

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No	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

Elevation Legend

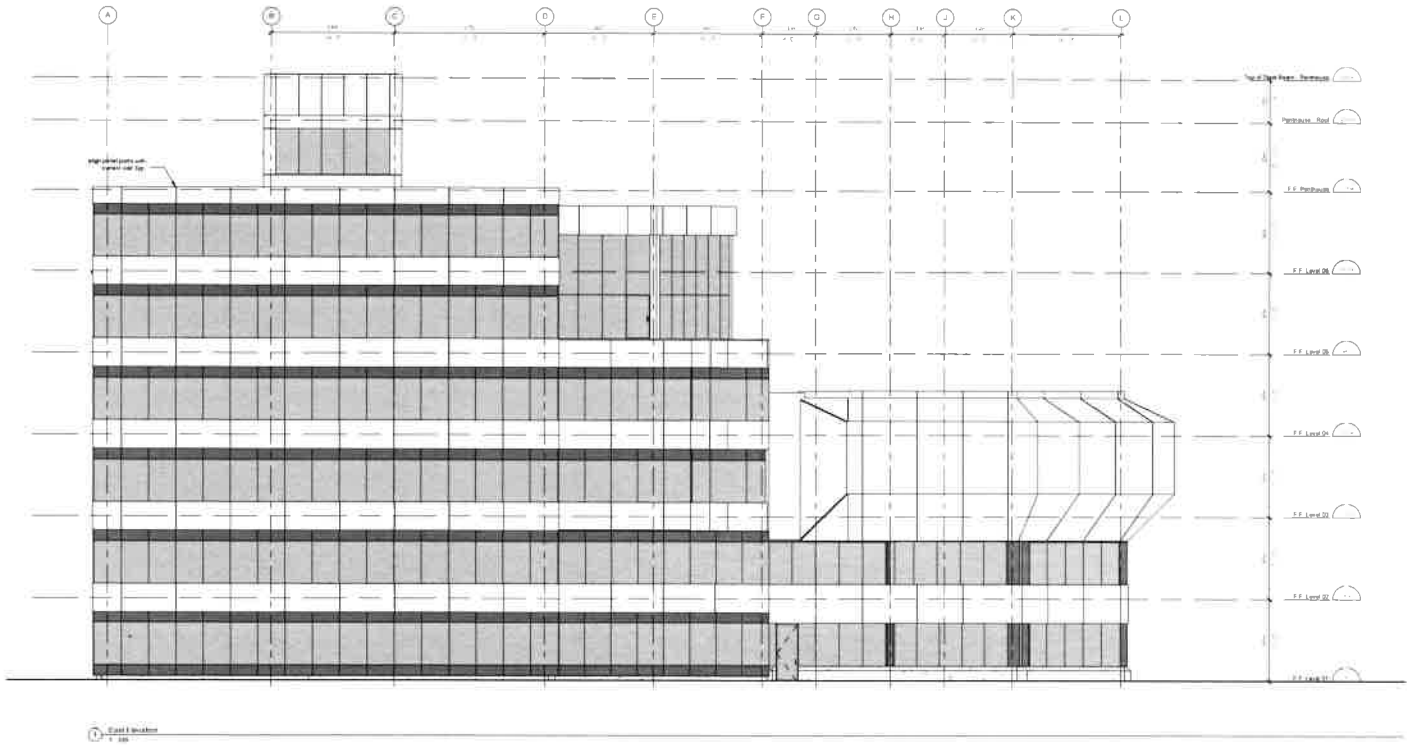
- double glazed insulated unit
- double glazed shadow box with insulated spandrel
- aluminum panel system
- existing / cast in place concrete wall
- aluminum louvres

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

North Elevation

P in C		SCALE	DWG No
PM	Checker	As indicated	A301
DES	Designer	PROJECT NO	
DR	Author	201609	



1 East Elevation

RDHA

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No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Elevation Legend

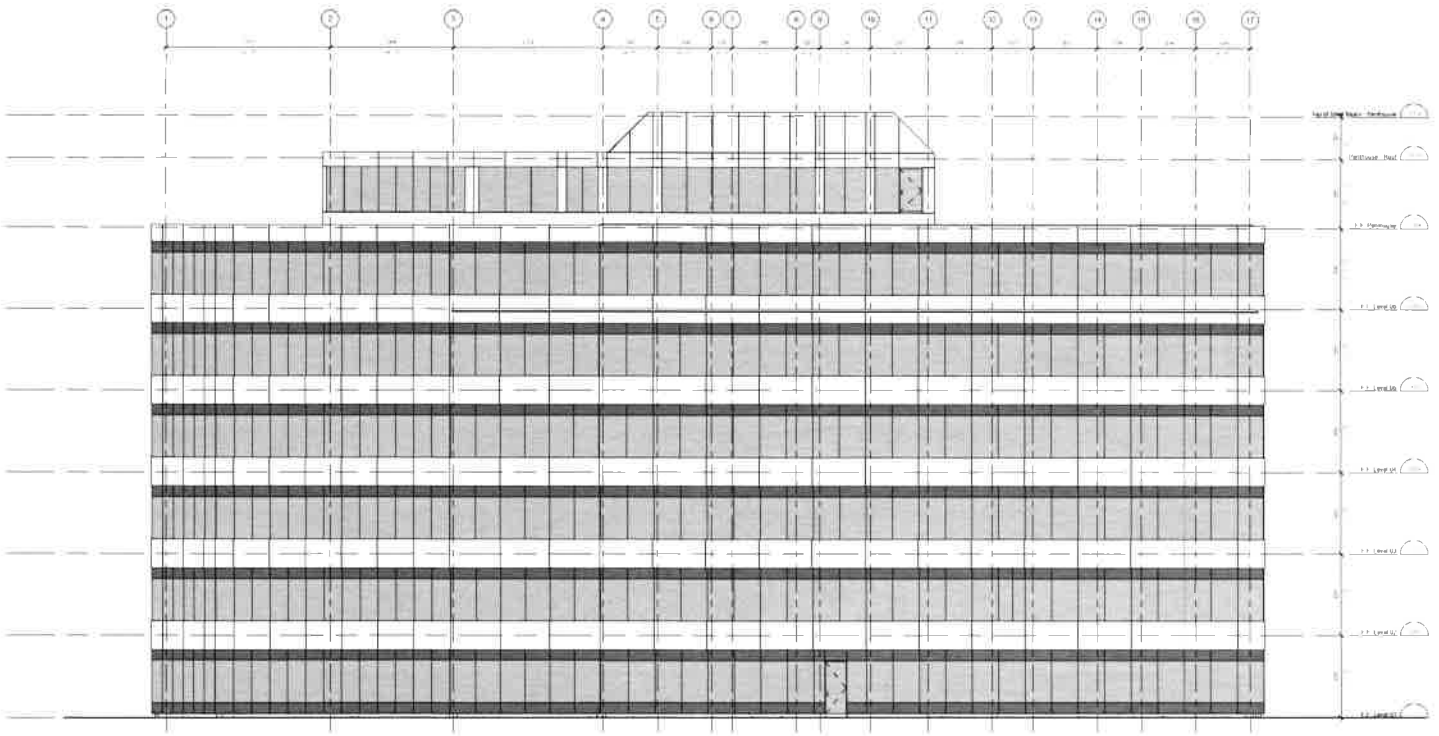
- double glazed insulated unit
- double glazed shadow box with insulated pan
- aluminum panel system
- existing cast in place concrete wall
- mechanical louvres

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

East Elevation

P in C		SCALE	DWG No
PM	Checker	As indicated	A302
DES	Designer	PROJECT NO.	
DR	Author	201609	



RDHA

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1	Issued for review	2017/09/05

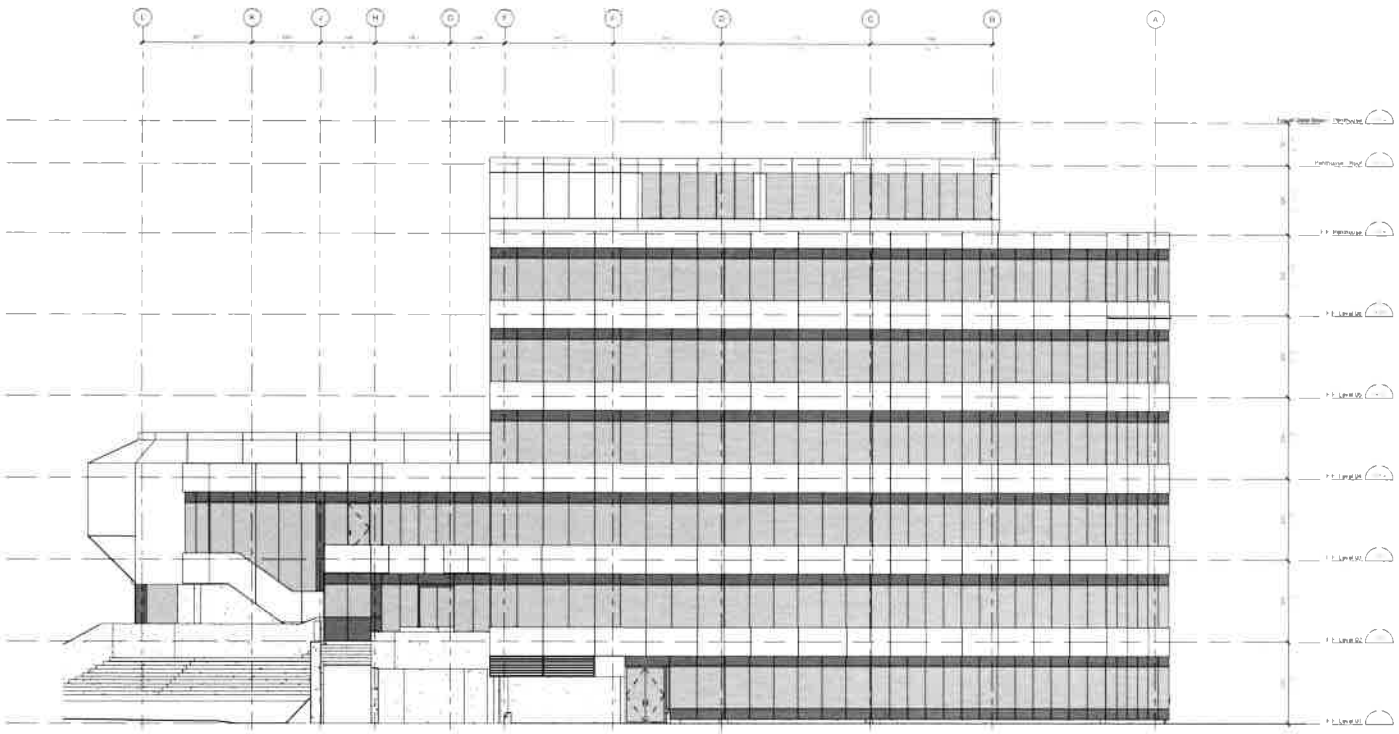
Elevation Legend

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

South Elevation

Part C		SCALE	DWG No
PM	Checker	As indicated	A303
DES	Designer	PROJECT NO	
DR	Author	201609	



1 West Elevation

RDHA

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No.	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

Elevation Legend

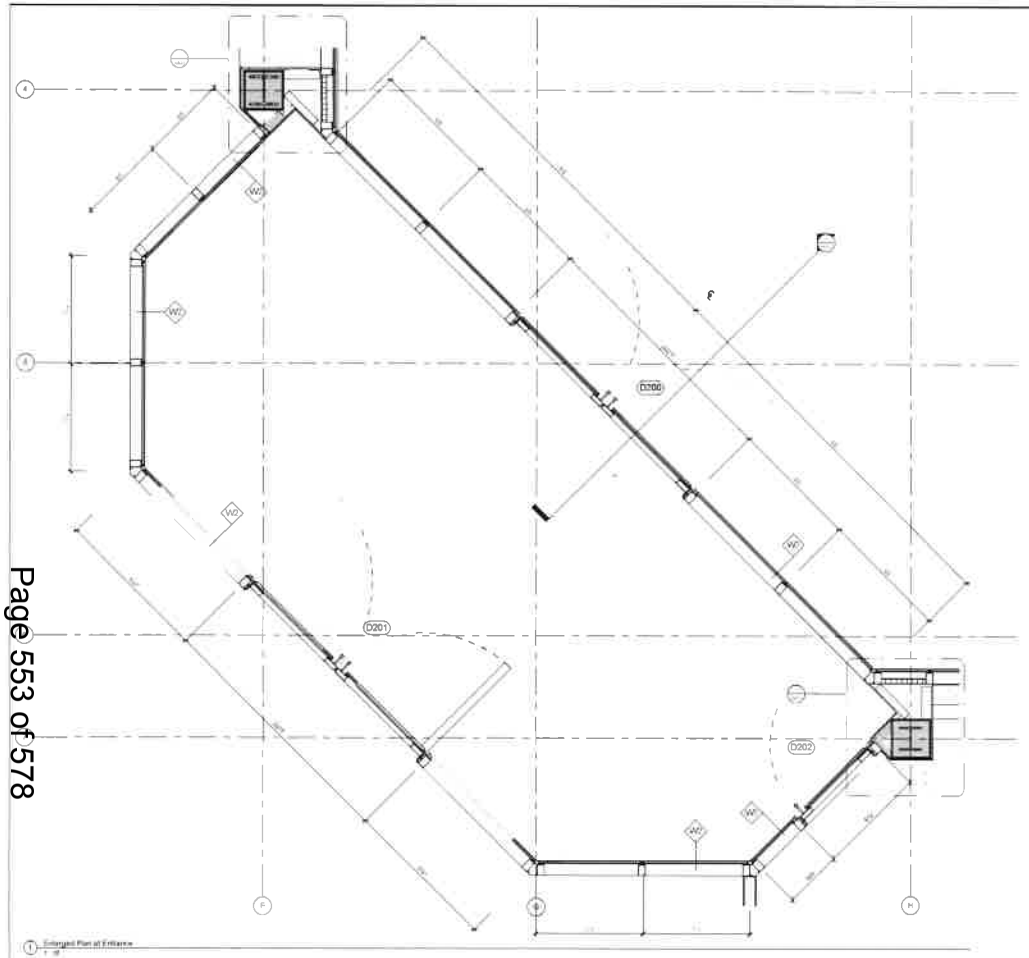
- double glazed insulated unit
- double glazed shadow box, with insulated pan
- aluminum panel system
- existing cast in place concrete wall
- mechanical louvre

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

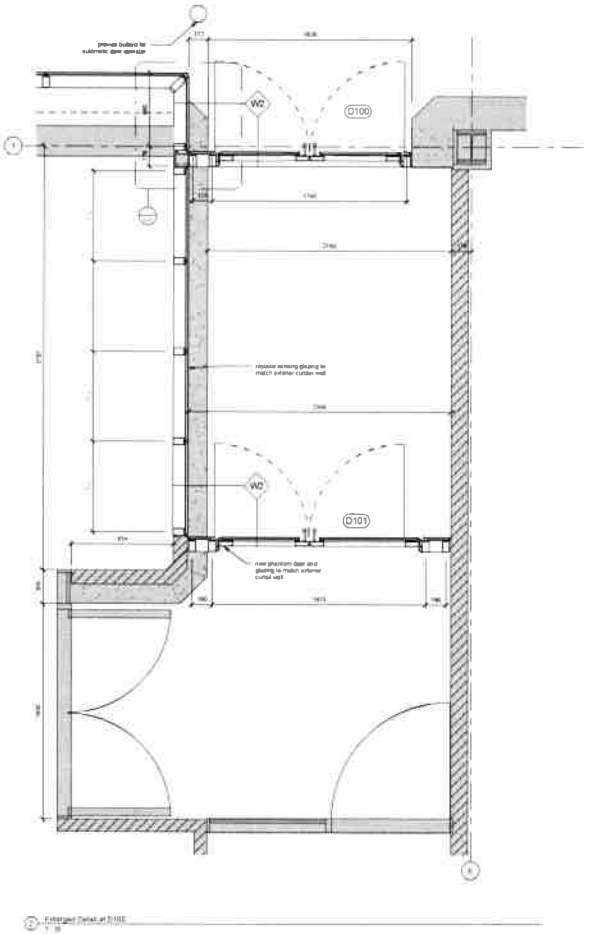
TITLE

West Elevation

P in C		SCALE	DWG No
PM	Checker	As indicated	A304
DES	Designer	PROJECT NO	
DR	Author	201809	



1 Enlarged Plan at Entrance
1 : 20



2 Enlarged Detail at D100
1 : 20

RDHA

Rounthwaite Dick & Hadley Architects Inc.
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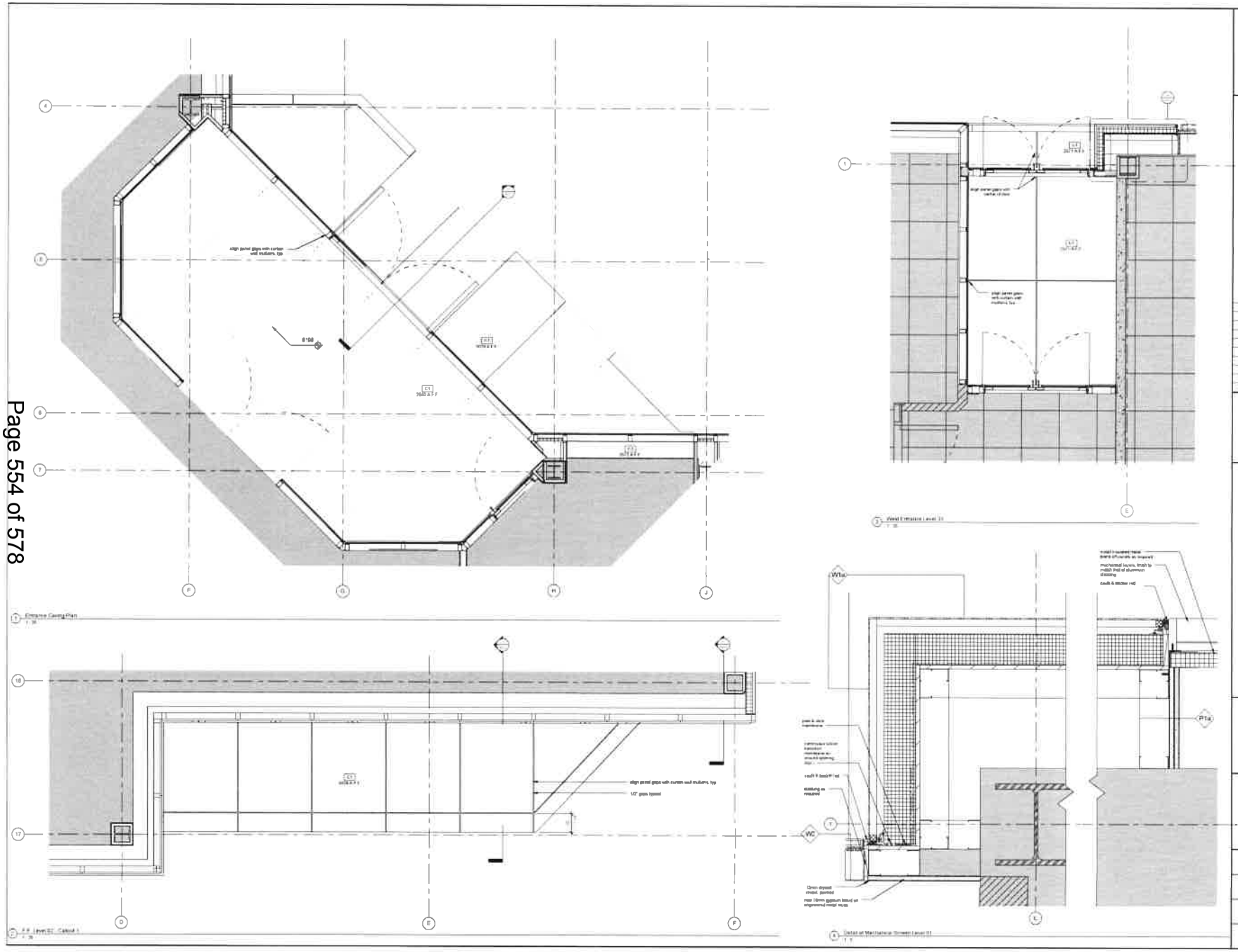
No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

enlarged plan details

P in C		SCALE	DWG No
PM	Checker	1 : 20	
DES	Designer	PROJECT NO.	A520
DR	Author	201609	



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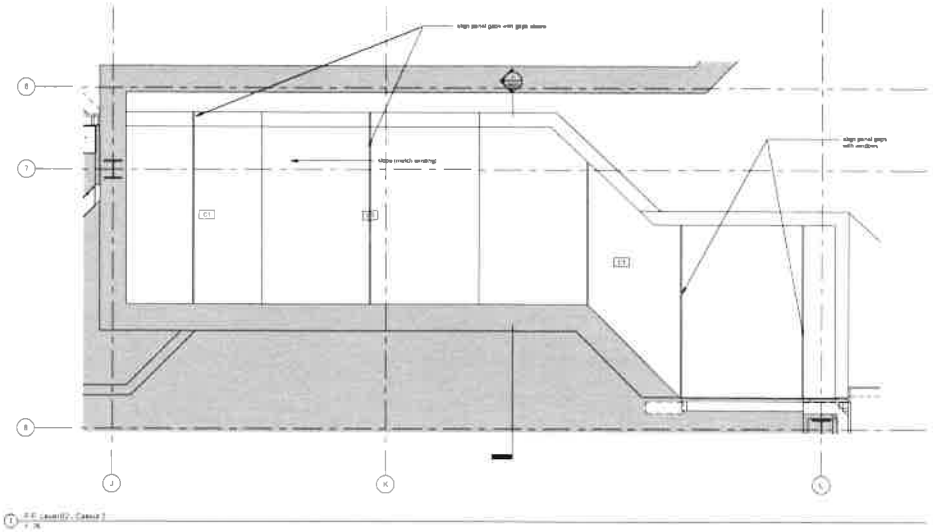
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No.	Description	Date
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1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste Marie, Ontario P6A 5X6

TITLE
enlarged ceiling plan details

		SCALE	DWG No
P in C			
PM	Checker	As Indicated	
DES	Designer	PROJECT NO.	A530
DR	Author	201809	



RDHA

Rounthwaite Dick & Hadley Architects Inc.
200 Sheppard Street, Suite 201, Richmond Hill, Ontario L4B 1J8
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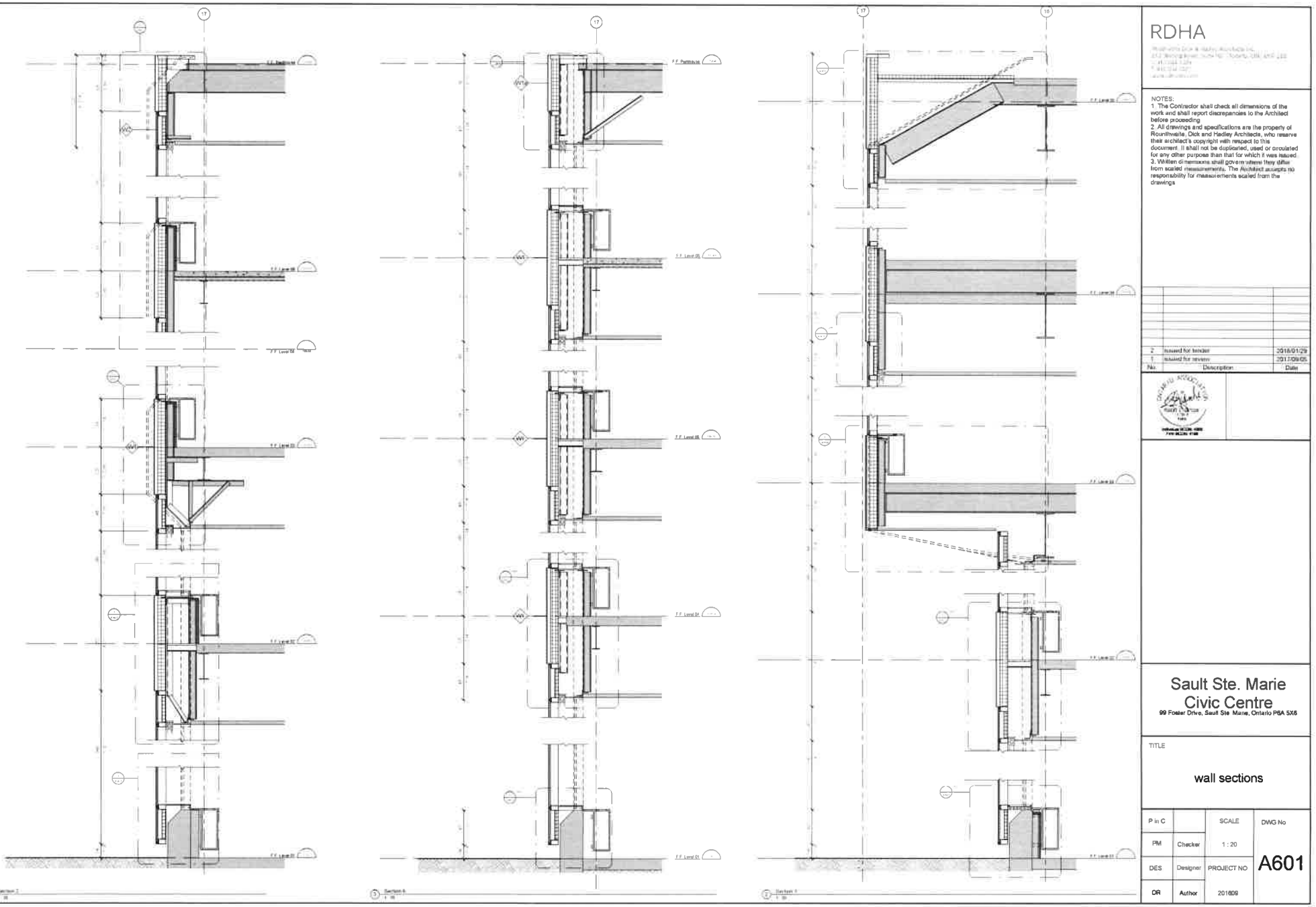
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

enlarged ceiling plan details

P in C		SCALE	DWG No
PM	Checker	1 : 25	A531
DES	Designer	PROJECT NO	
DR	Author	201609	



RDHA

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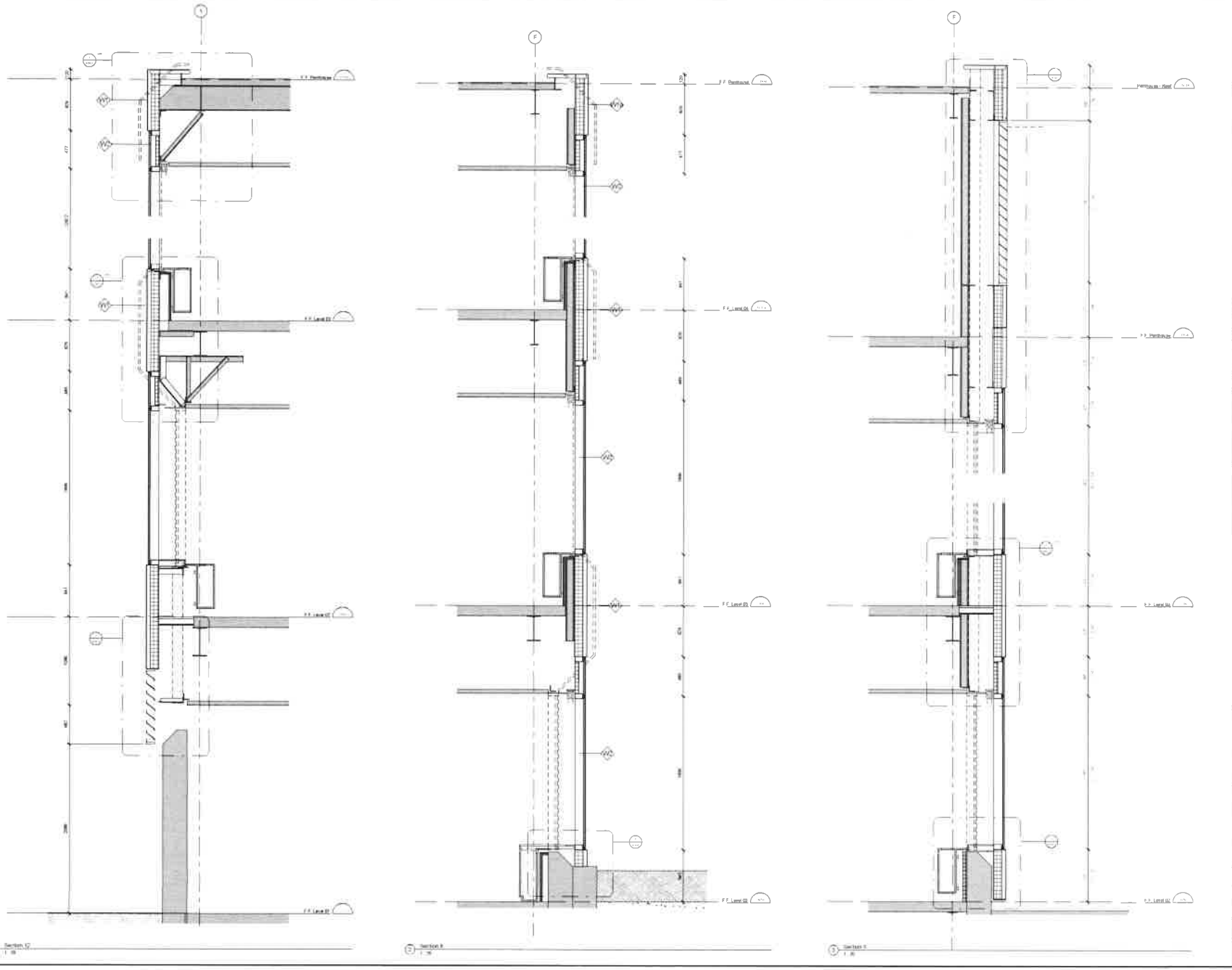
No.	Description	Date
2	Issued for tender	2018/01/29
1	Issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

wall sections

P in C		SCALE	DWG No
PM	Checker	1 : 20	A601
DES	Designer	PROJECT NO	
DR	Author	201609	



RDHA

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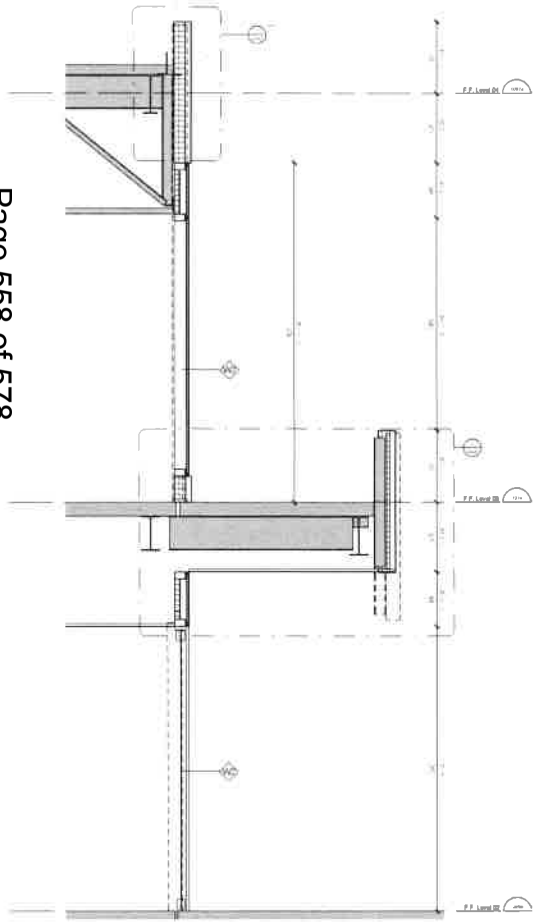
No.	Description	Date
2	issued for tender	2018/01/25
1	issued for review	2017/09/05

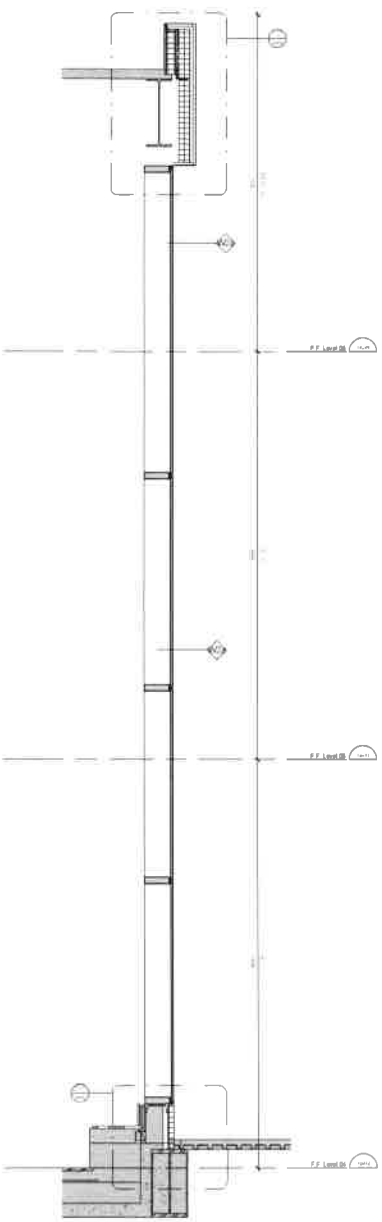
Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

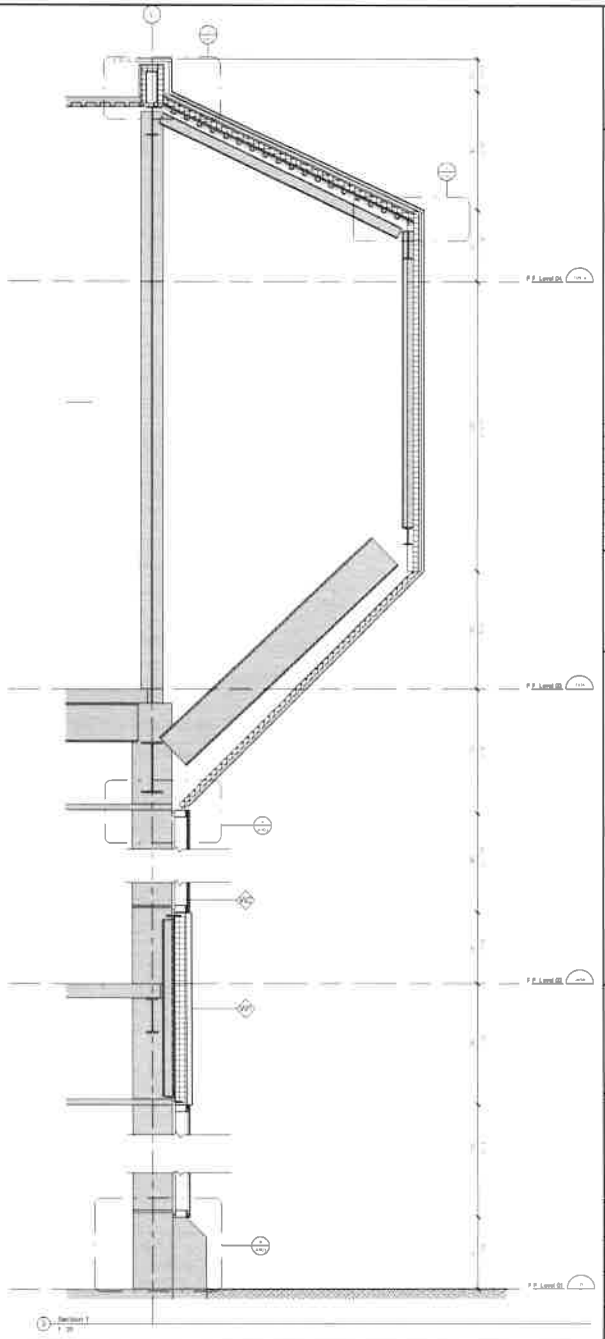
TITLE

wall sections

		SCALE	DWG No
PM	Checker	1 : 20	A602
DES	Designer	PROJECT NO	
DR	Author	201609	







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219 Sterling Road, Suite 107 | Toronto, ON | M6R 2B2
T 416 504 1334
F 416 504 1221
www.rdhainc.com

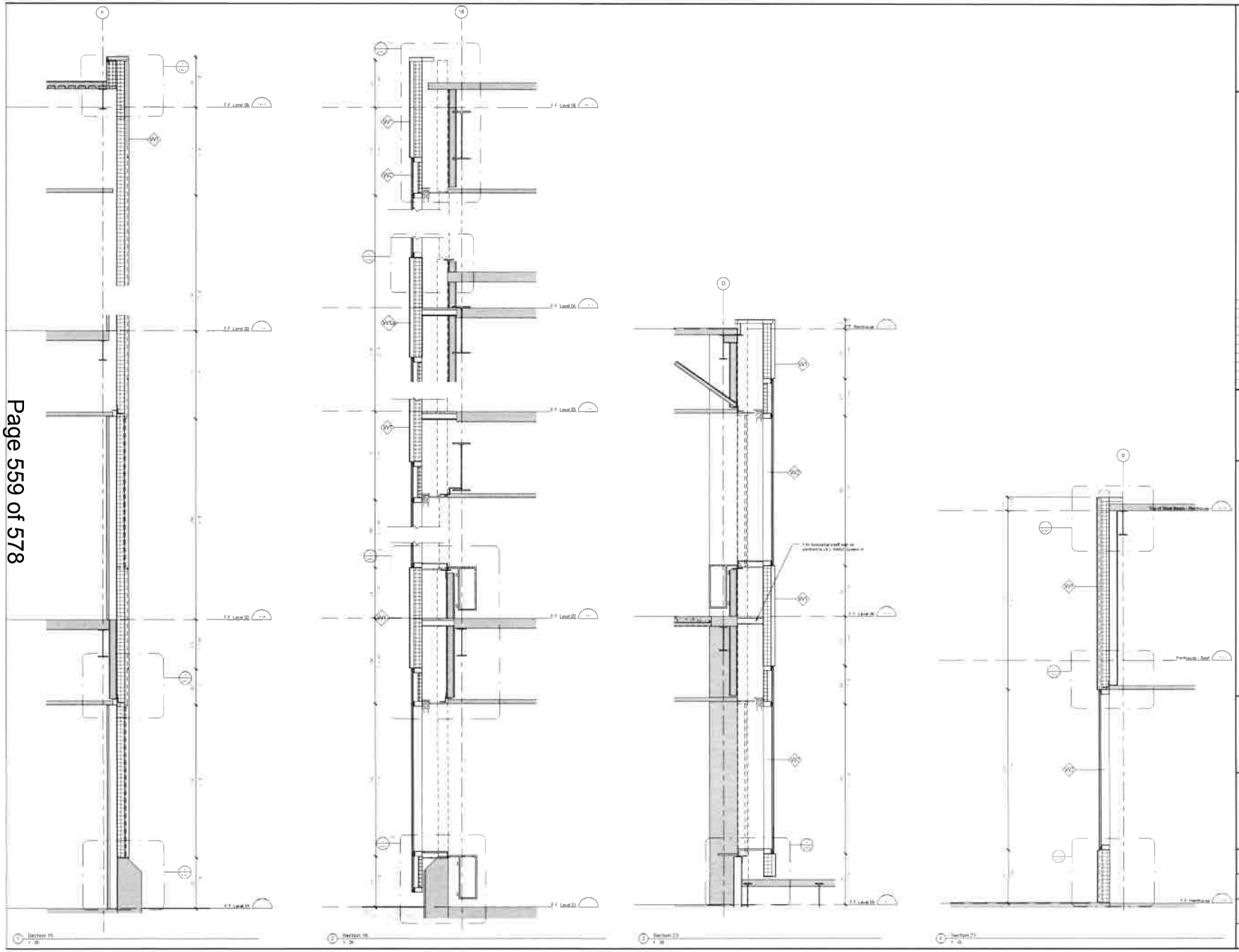
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No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste Marie, Ontario P6A 5X6

TITLE
wall sections

		SCALE	DWG No
P in C			
PM	Checker	1 : 20	
DES	Designer	PROJECT NO	A603
DR	Author	201609	



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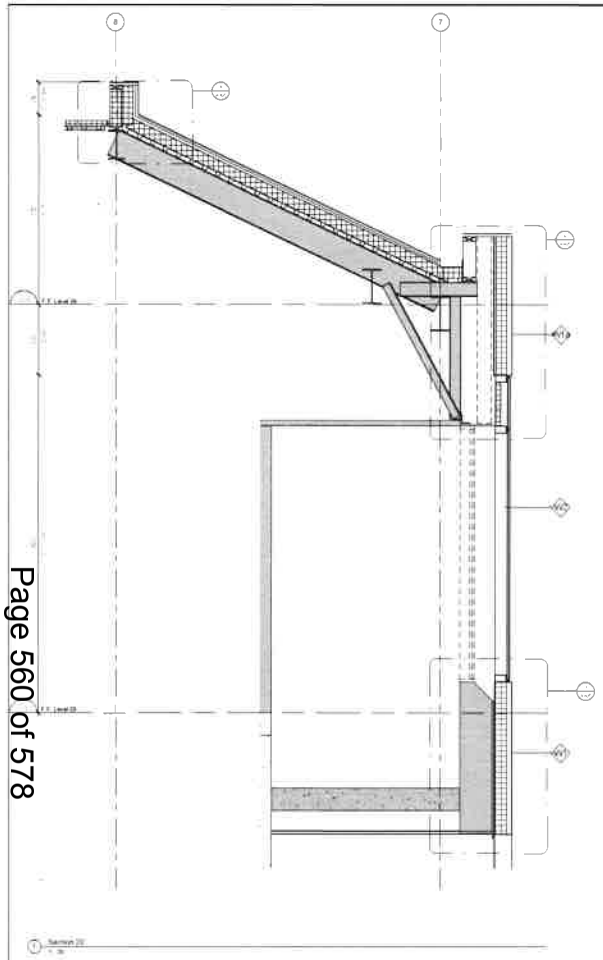
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

wall sections

P in C		SCALE	DWG No
PM	Checker	1 : 20	A604
DES	Designer	PROJECT NO	
DR	Author	201609	



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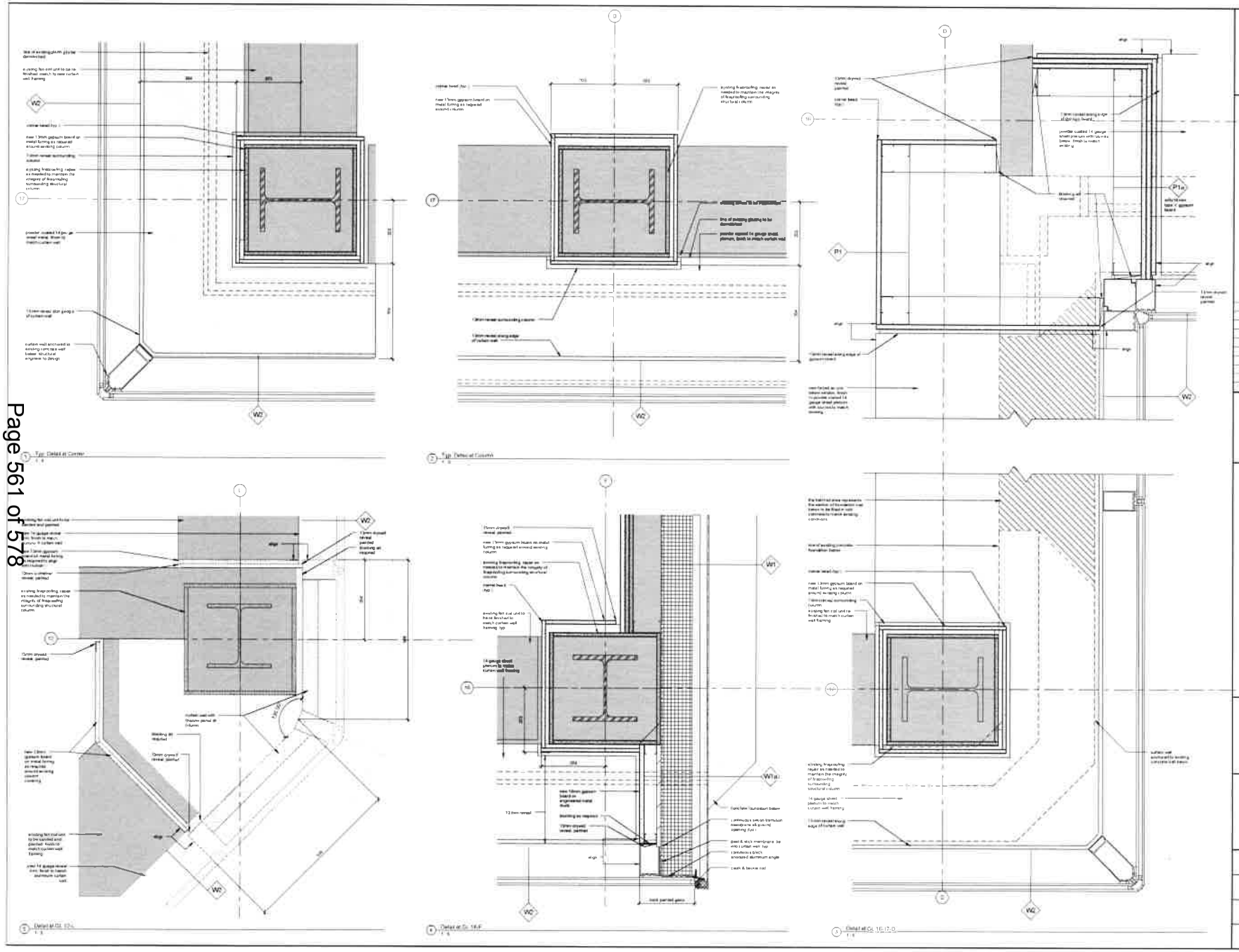
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

wall sections

P in C		SCALE	DWG No
PM	Checker	1 : 20	A605
DES	Designer	PROJECT NO	
DR	Author	201609	



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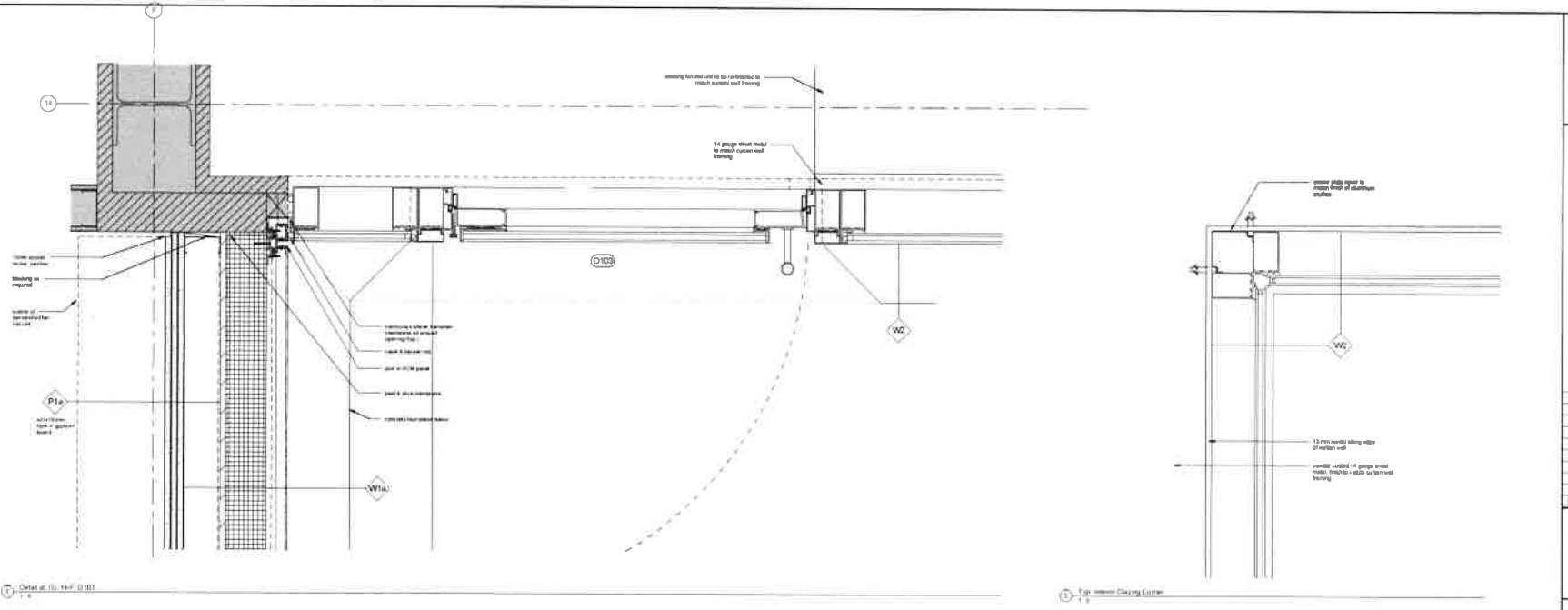
No.	Description	Date
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1	Issued for review	2017/09/05

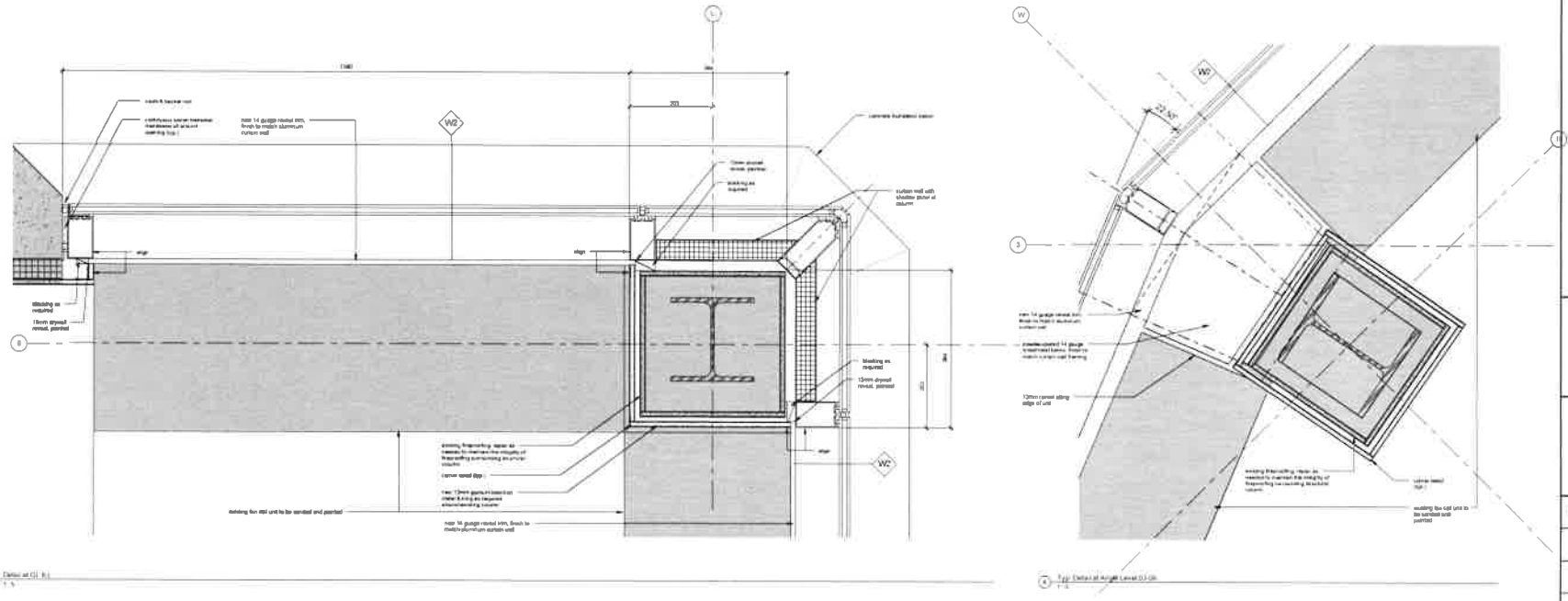
Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

Plan Details

P in C		SCALE	DWG No
PM	Checker	1 : 5	A801
DES	Delegate	PROJECT NO	
DR	Author	201609	





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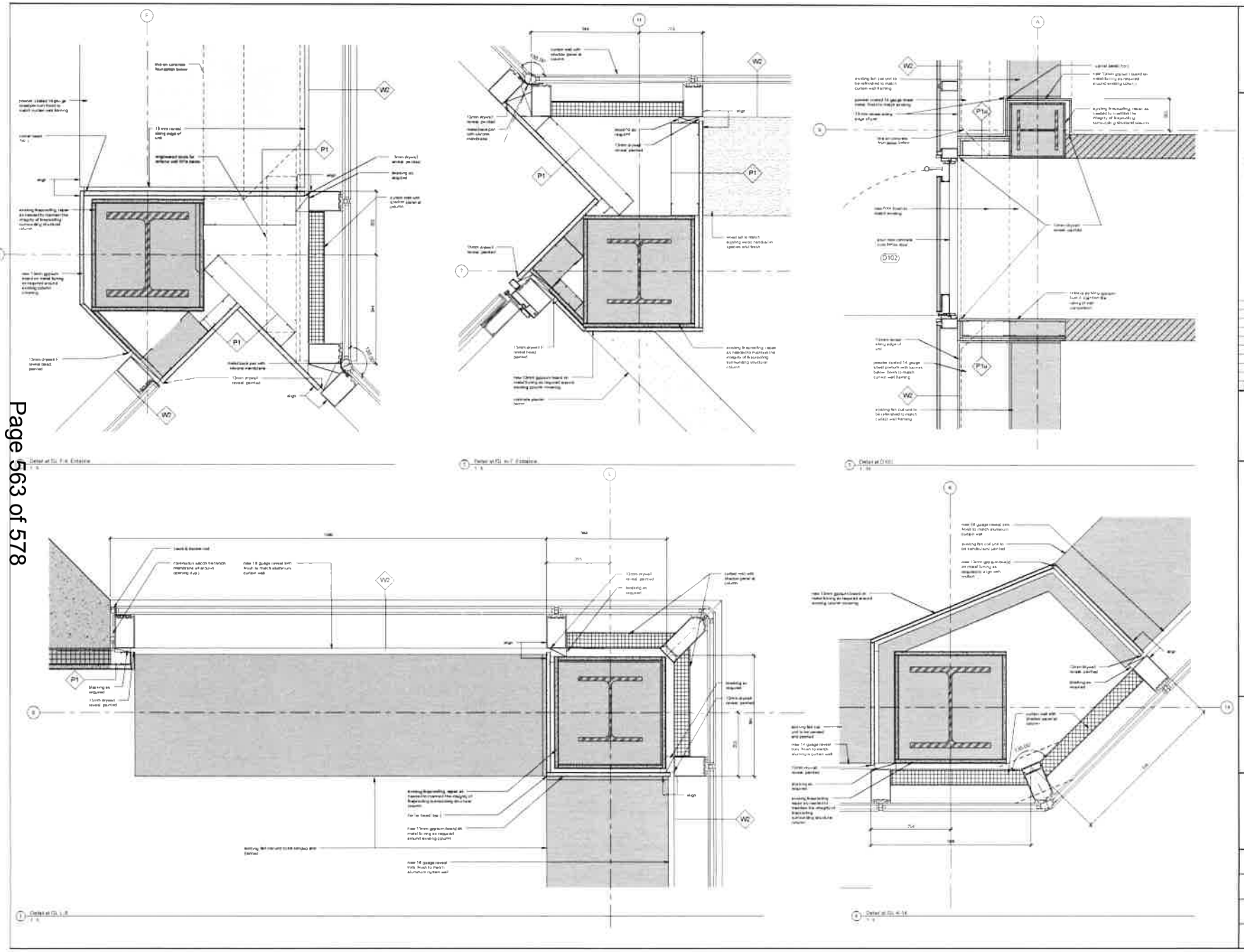
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No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste Marie, Ontario P6A 5X8

TITLE
Plan Details

Plot C		SCALE	DWG No.
PM	Checker	1 : 5	A802
DES	Designer	PROJECT NO	
DR	Author	201609	



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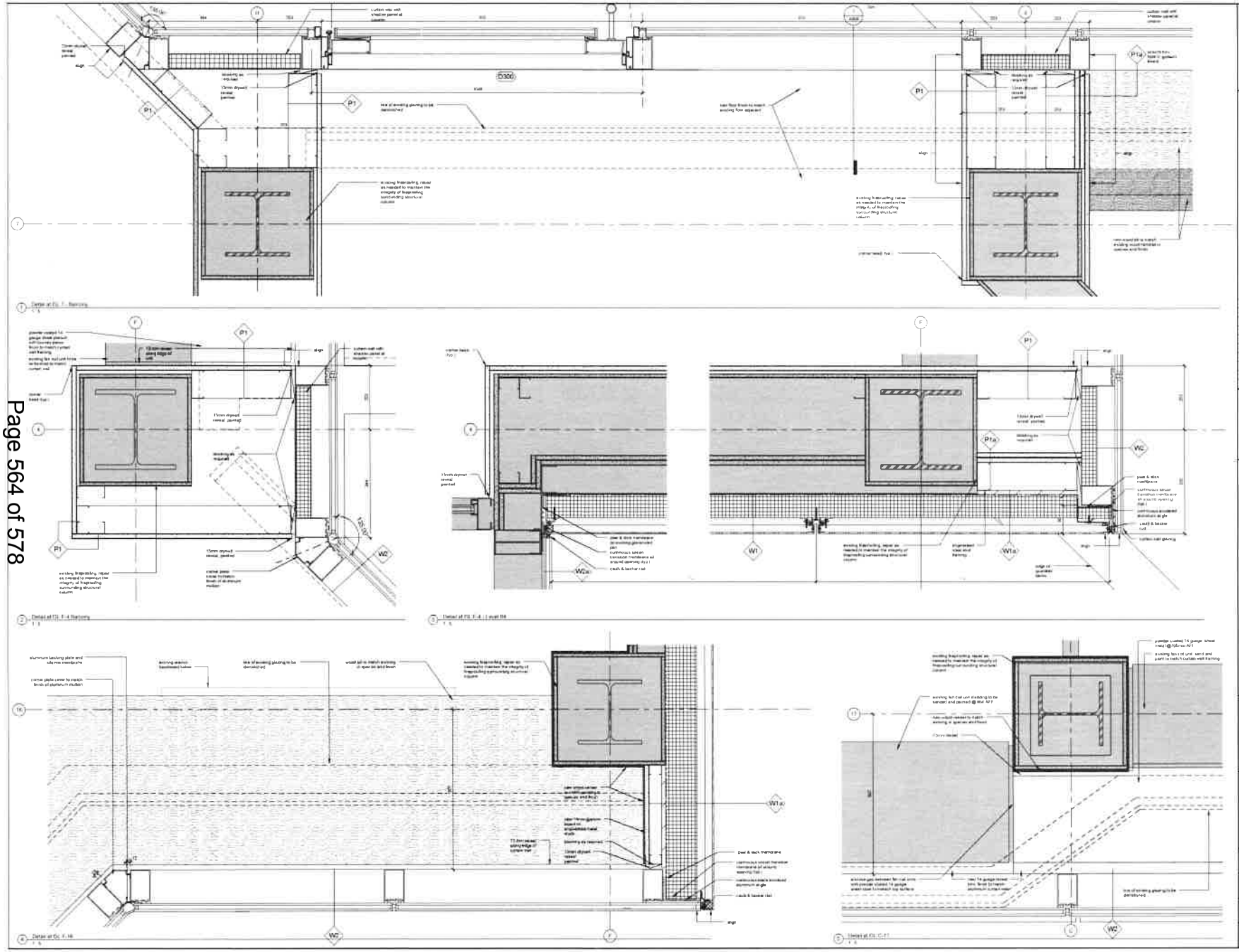
No.	Description	Date
2	issued for tender	2016/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

Plan Details

		SCALE	DWG No.
P in C		As indicated	A803
PM	Checker		
DES	Designer	PROJECT NO.	
DR	Author	201609	



RDHA

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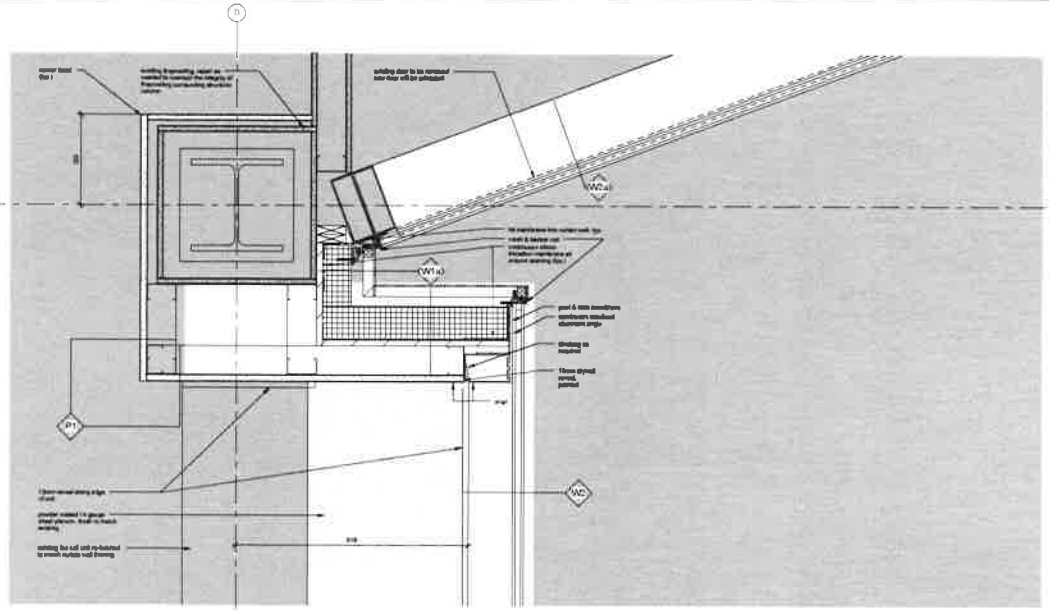
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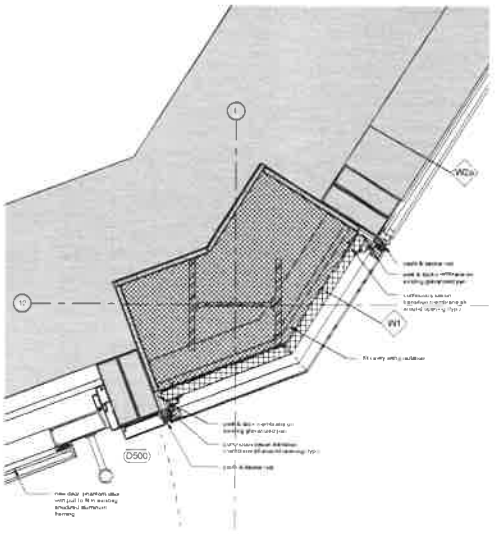
Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

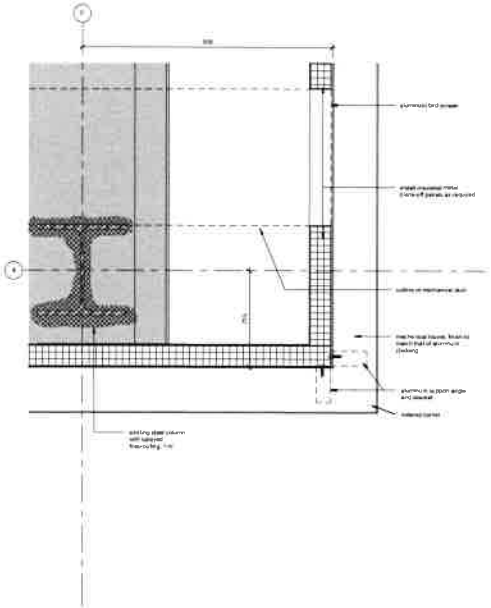
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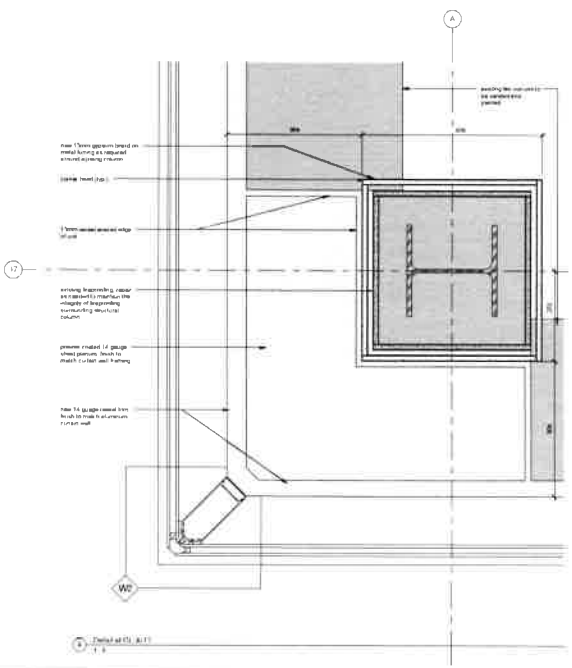
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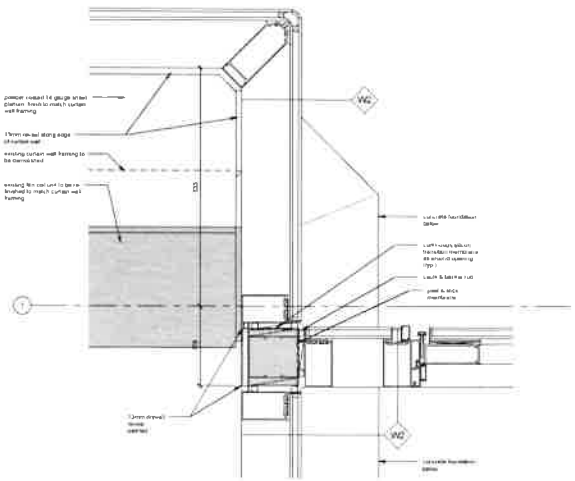
P in C		SCALE	DWG No
PM	Checker	1 : 5	A804
DES	Designer	PROJECT NO	
DR	Auditor	201609	











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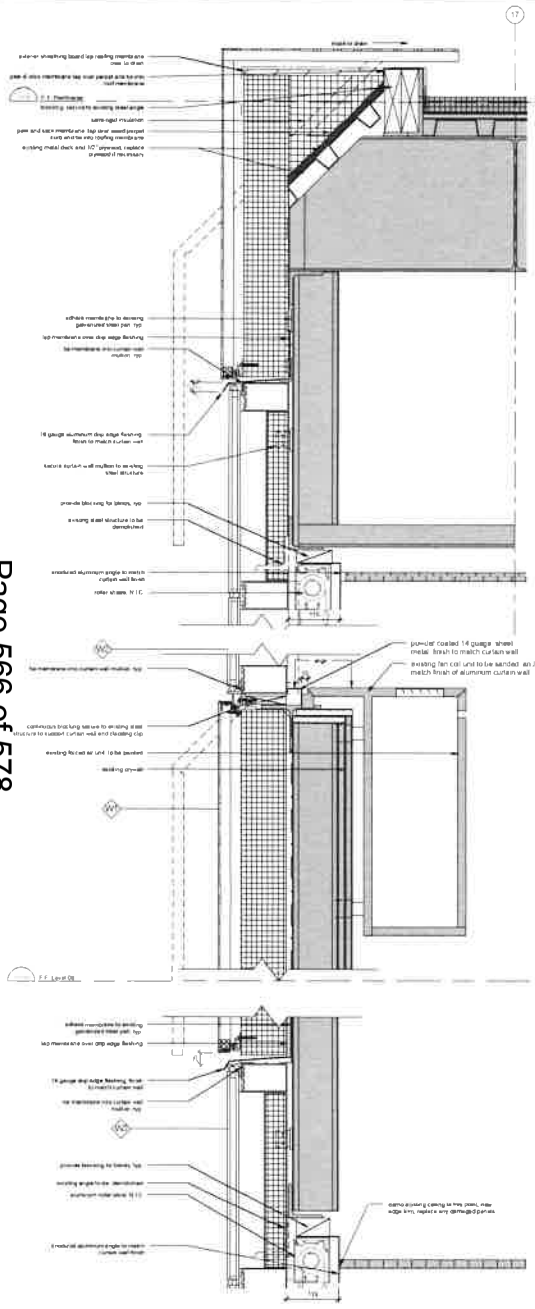
No.	Description	Date
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1	issued for review	2017/09/05

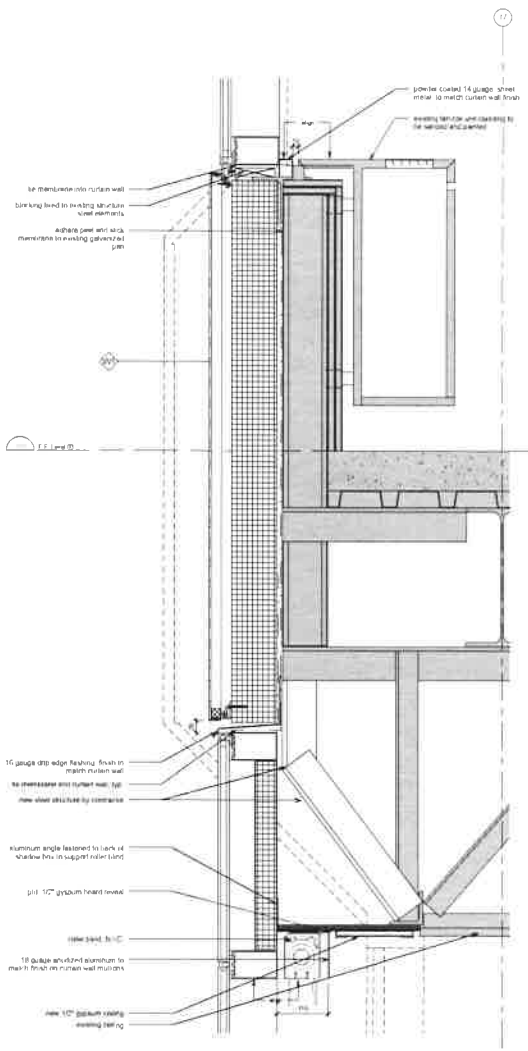
Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

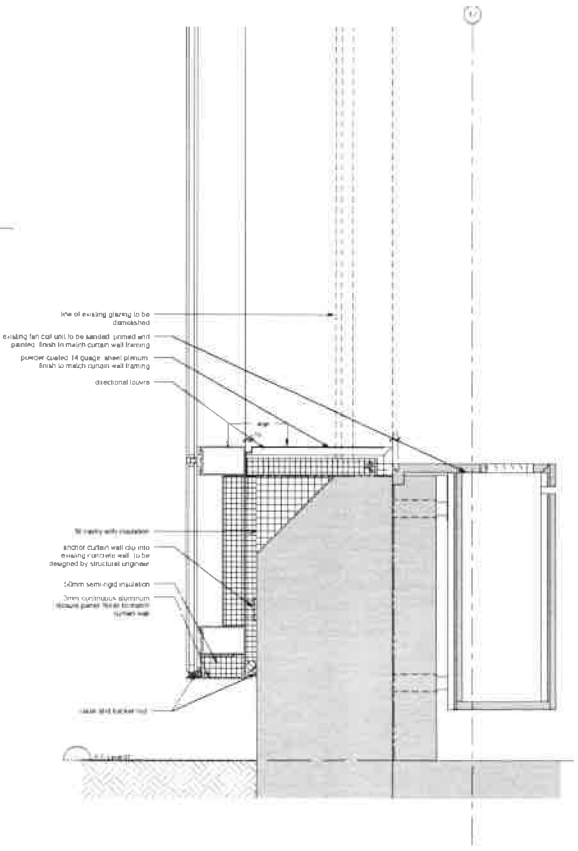
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Plan Details

Plan C		SCALE	DWG No
PM	Checked	1 : 5	A805
DES	Designed	PROJECT NO	
DR	Author	201609	







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Rounthwaite Dick and Hadley Architects
210 Dundas Street, Suite 100, Toronto, ON M5A 2Y6
T 416 362 7681
F 416 362 7709
www.rdh.com

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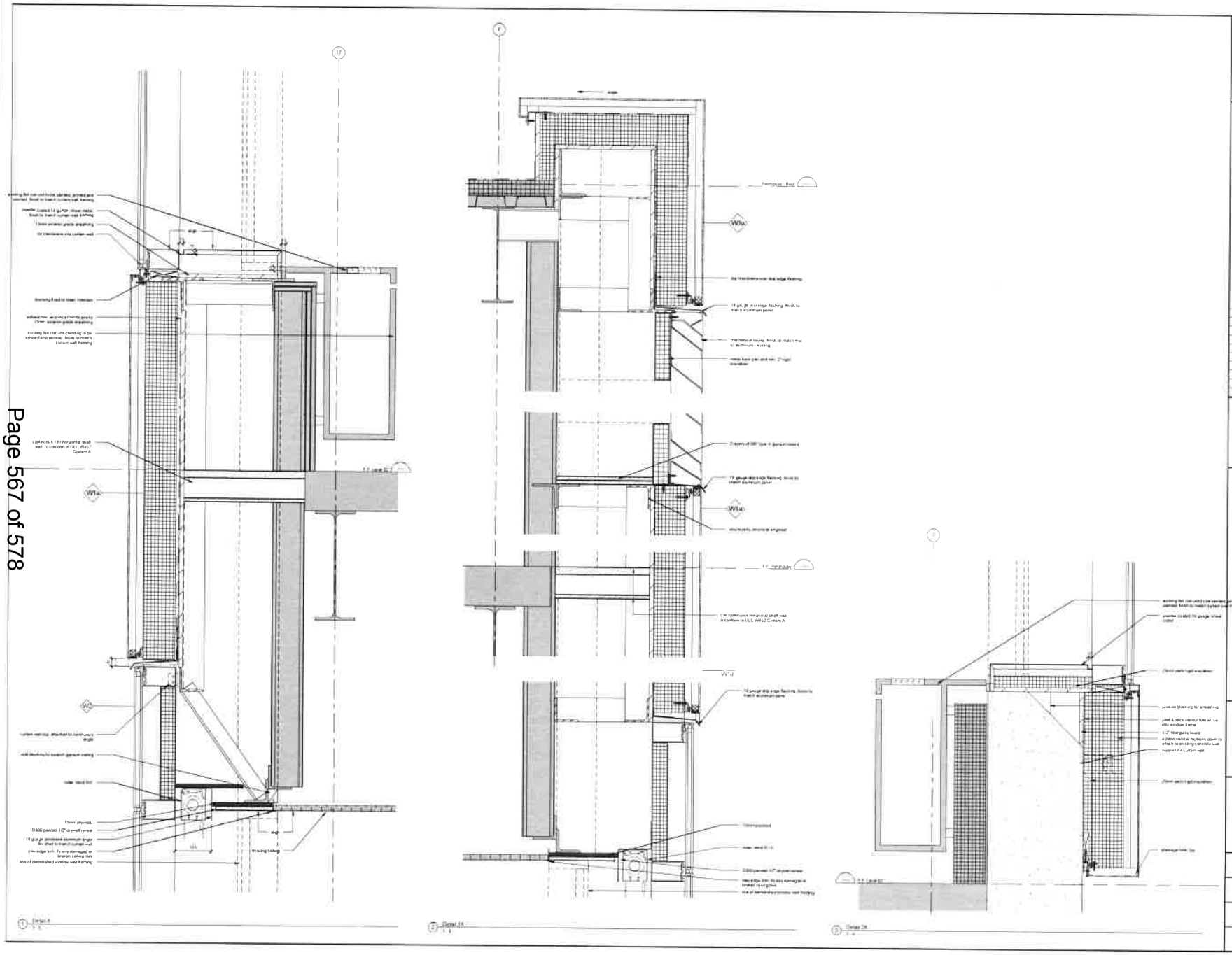
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

section details

PHC		SCALE	DWG No
PM	Checker	1 : 5	A901
DES	Designer	PROJECT NO.	
DR	Author	201609	



RDHA

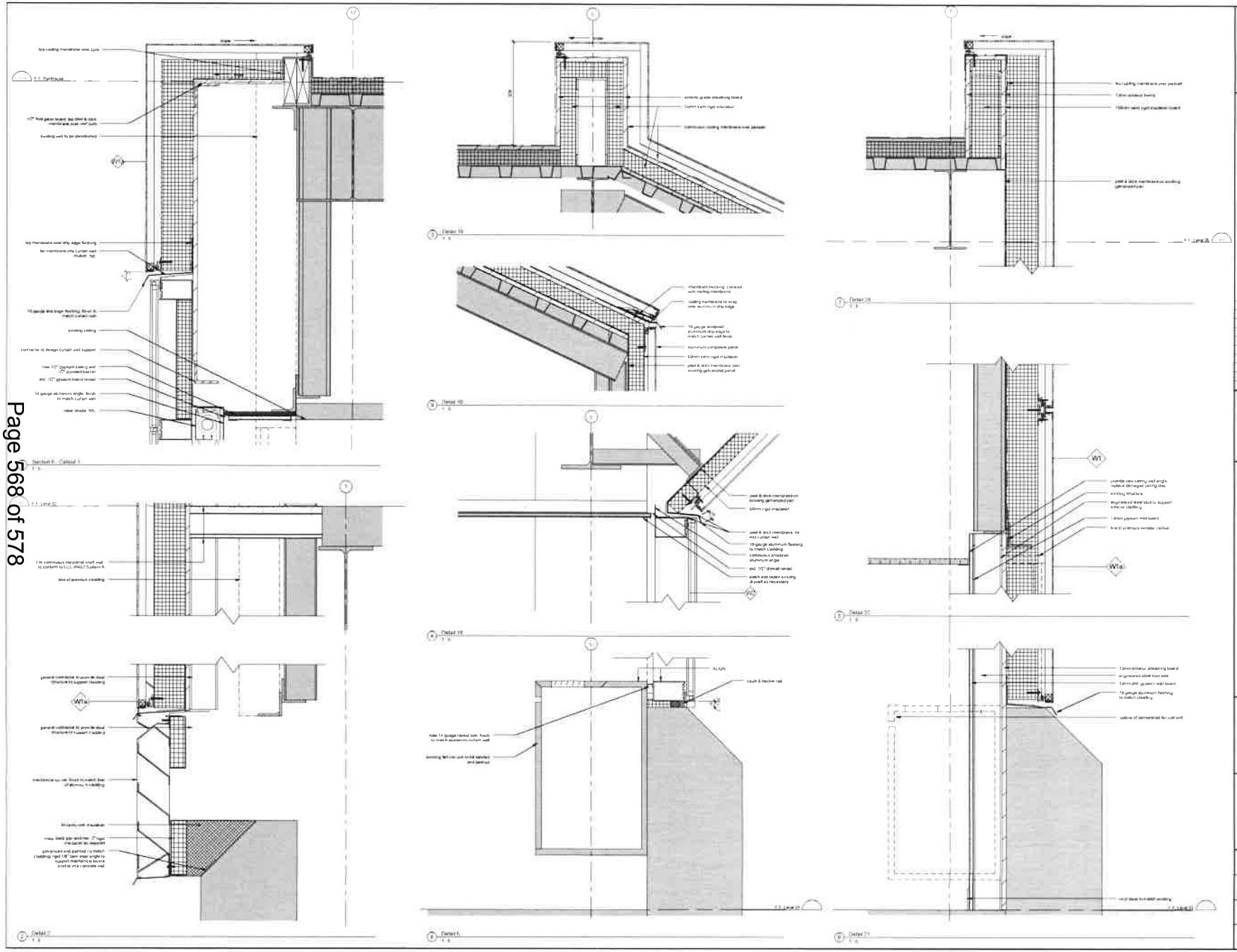
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No	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste Marie, Ontario P6A 5X5

TITLE
section details

		SCALE	DWG No
PIC			
PM	Checker	1 : 5	
DES	Designer	PROJECT NO	A902
DR	Author	201609	



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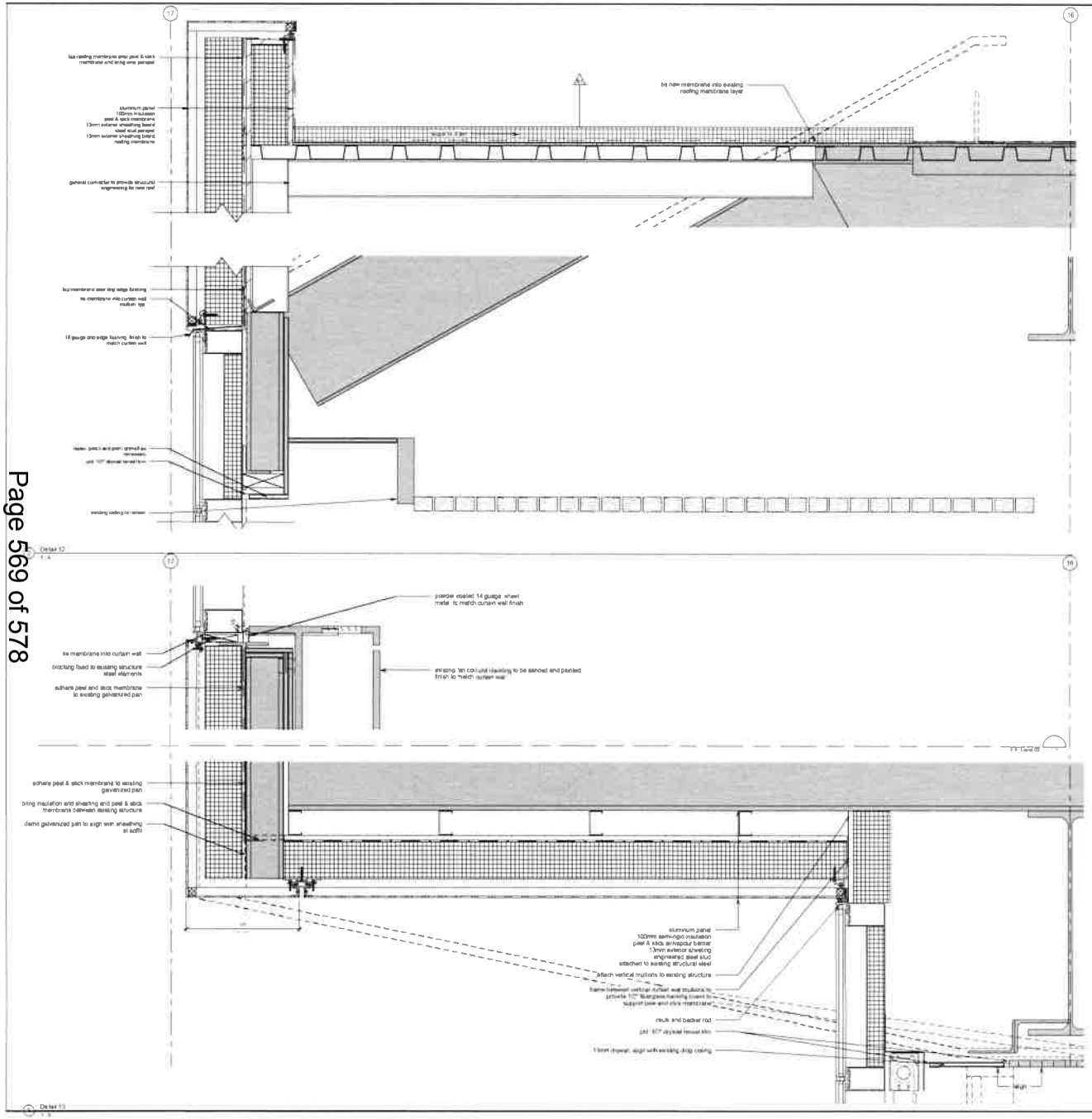
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

section details

		SCALE	DWG No
PM	Checker	1 : 5	A903
DES	Designer	PROJECT NO	
DR	Author	201609	



RDHA

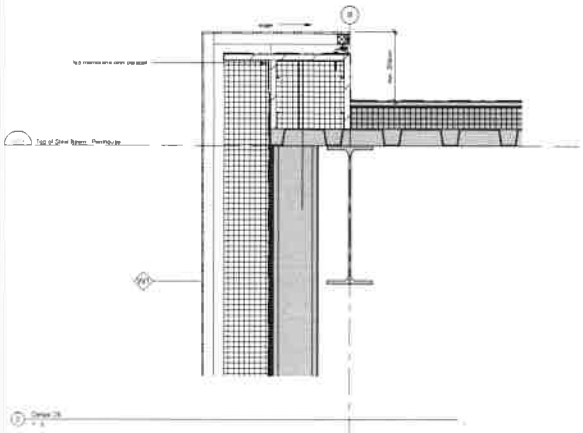
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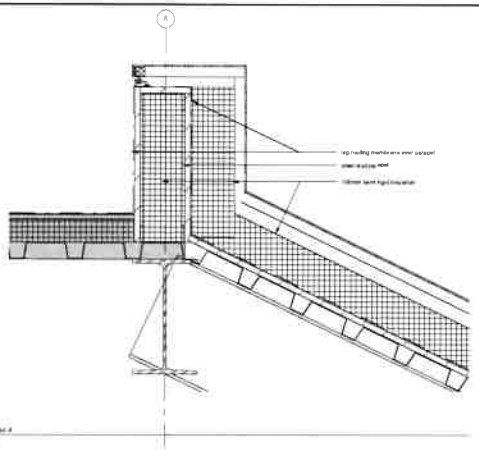
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1	issued for review	2017/09/05

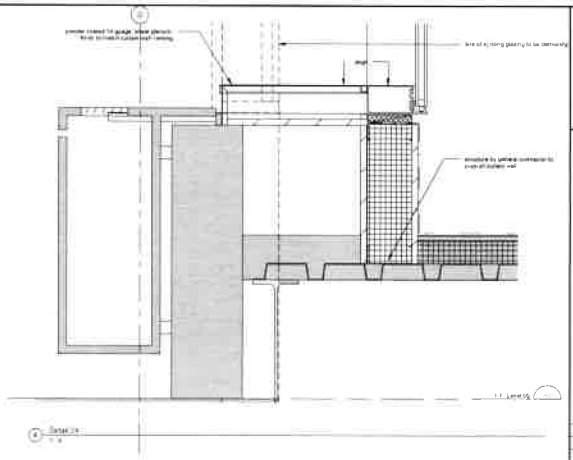
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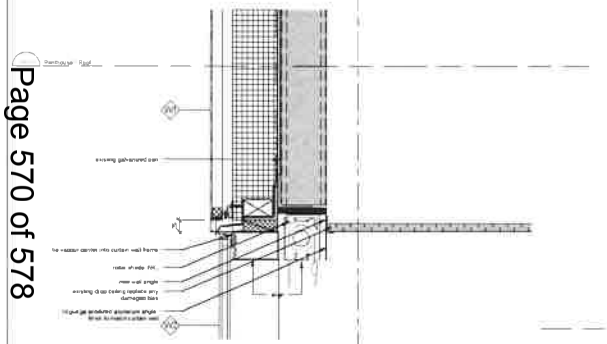
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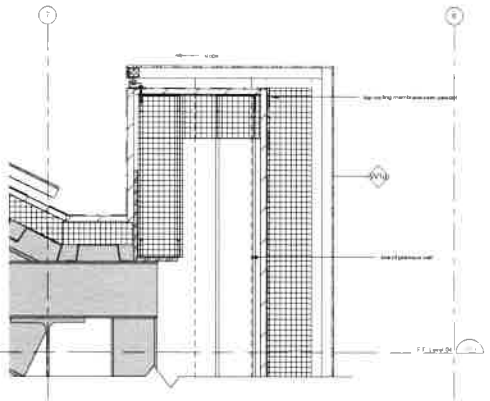
P in C		SCALE	DWG No
PM	Checker	1 : 5	A904
DES	Designer	PROJECT NO.	
DR	Author	201809	

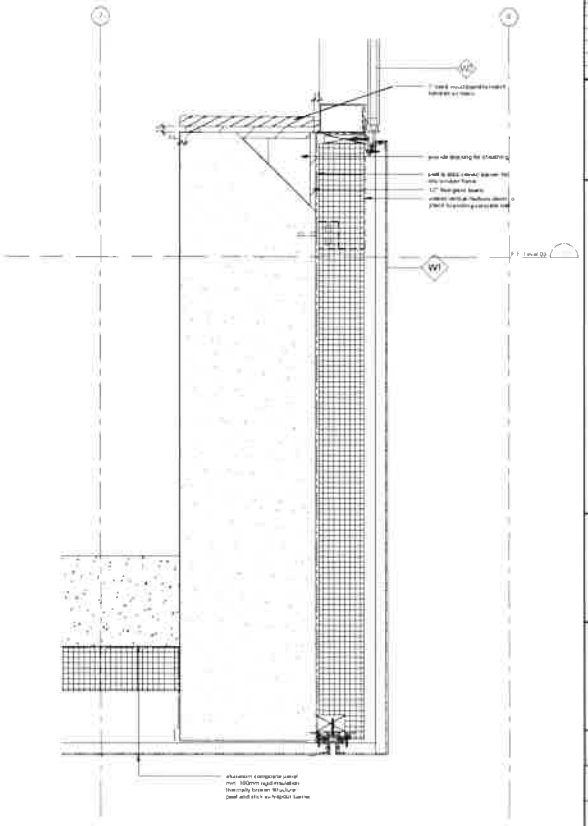


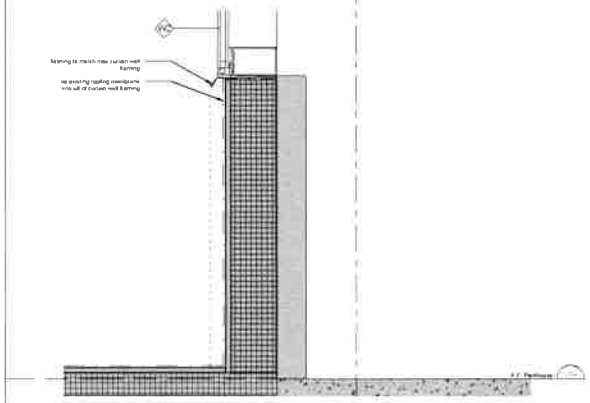


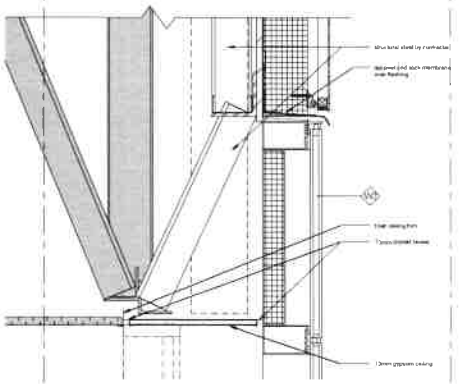












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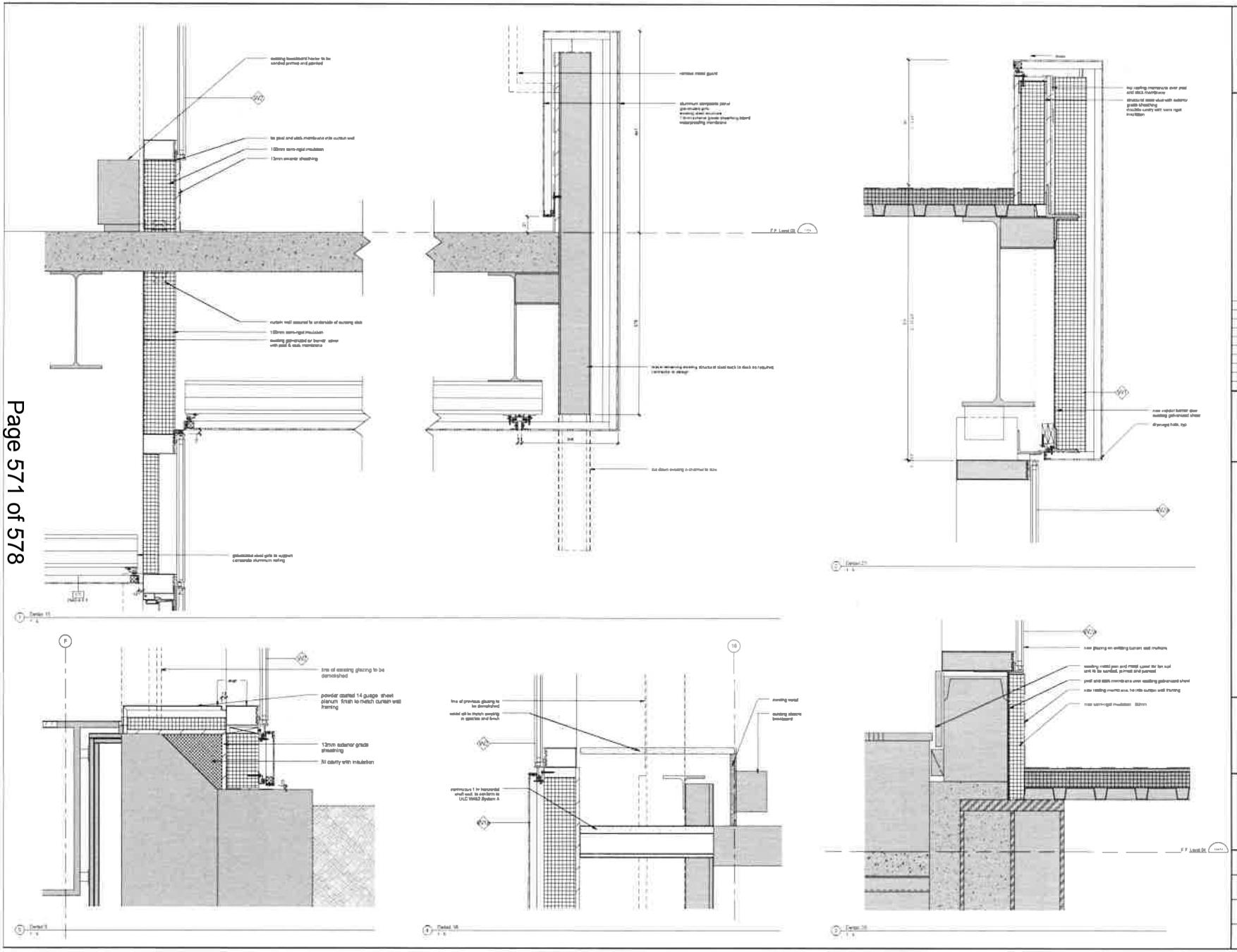
No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/09/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

section details

P in C		SCALE	DWG No
PM	Checker	1 : 5	A905
DES	Designer	PROJECT NO.	
DR	Author	201609	



Page 571 of 578

RDHA

Rounthwaite Dick & Hadley Architects Inc
210 Sterling Road Suite 101 | Toronto ON | M6R 2B2
t 416.504.1424
f 416.504.1021
www.rdhinc.com

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No.	Description	Date
2	issued for tender	2018/01/29
1	issued for review	2017/06/05

Sault Ste. Marie
Civic Centre
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6

TITLE

section details

		SCALE	DWG No
P in C			
PM	Checker	1 : 5	A906
DES	Designer	PROJECT NO	
DR	Author	2016D9	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-103

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the replacement of a storm sewer through Poplar Park to the north side of McNabb Street (Contract 2018-5E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 14, 2018 between the City and Avery Construction Limited, a copy of which is attached as Schedule “A” hereto. This Contract is for the replacement of a storm sewer through Poplar Park to the north side of McNabb Street (Contract 2018-5E).

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 14th day of May, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2018\2018-103 McNabb Street Drainage Improvements.docx

CORPORATION OF THE CITY OF SAULT STE MARIE

Contract No 2018-5E – McNabb St. to Pim St. Drainage Improvements

FORM OF AGREEMENT

This Agreement, made (in triplicate) this **14th** day of **May** in the Year 2018, by and between **Avery Construction Limited** , hereinafter called the **“Contractor”**,

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the **“Corporation”**.

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

   Corporation of the City of Sault Ste. Marie
   Contract No 2018-5E
   McNabb St. to Pim St. Drainage Improvements

   Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P. Eng., Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.

3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC

Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

The Corporation:	The Corporation of the City of Sault Ste. Marie Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario, P6A 5X6
The Contractor:	Avery Construction Limited 940 Second Line Sault Ste. Marie. Ontario, P6C 2L3
The Contract Administrator:	TULLOCH Engineering Inc. 71 Black Road, Unit 8 Sault Ste. Marie, Ontario, P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE MARIE

_____

(seal) MAYOR – Christian Provenzano

_____

CITY CLERK – Malcolm White

THE CONTRACTOR

_____

AVERY CONSTRUCTION LIMITED

(seal)

_____

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-104

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of McNabb Street from Pim Street to Willow Avenue intermittently between June 1, 2018 until October 31, 2018.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF MCNABB STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of McNabb Street from Pim Street to Willow Avenue intermittently between June 1, 2018 until October 31, 2018.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 14th day of May, 2018.

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MAYOR - CHRISTIAN PROVENZANO

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CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2018-35

STREETS: (S4.3) A by-law to rename a portion of Shore Drive to Rotary Parkway (the access to Bellevue Park which forms the south leg of the intersection of Churchill Boulevard and Queen Street).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 27(1) of the *Municipal Act, 2001,* S.O. 2001, c. 25 **ENACTS** as follows:

1. **RENAMING PART OF SHORE DRIVE**

Shore Drive (the access to Bellevue Park which forms the south leg of the intersection of Churchill Boulevard and Queen Street) will now be named Rotary Parkway.

2. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 20th day of February, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-35 STREET NAME CHANGE PART SHORE DRIVE.DOC

PART OF PIN 31521-0056 (LT) more particularly described on Schedule "A" attached hereto. Schedule "A" forms part of this by-law.

Read the **THIRD** time in open Council and passed this 14th day of May, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-35 THIRD READING.DOCX

SCHEDULE "A" TO BY-LAW 2018-35

Part of PIN 31521-0056 (LT)