



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

Tuesday, October 13, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	10 - 34
Mover Councillor M. Bruni Seconder Councillor D. Hilsinger Resolved that the Minutes of the Regular Council Meeting of 2020 09 28 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 R. Niro Seconder Councillor M. Shoemaker Resolved that the Agenda for 2020 10 13 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1. 20th Annual Child Care Worker and Early Childhood Educator Appreciation Day	
5.2. Rett Syndrome Awareness Month	
6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date 2020 10 13 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1. Best for Kids Transit Pilot Update

35 - 38

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Community Services dated 2020 10 13 be received and that in order to collect more data the Best for Kids Transit program be extended for one year with the program to commence the last weekend in June 2021 to the day after Labour Day in September 2021 and report back to Council.

6.2. Celebrate Canada Program Funding Application 2021

39 - 40

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated 2020 10 13 concerning Celebrate Canada Program funding application 2021 be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2021 Celebrate Canada Program.

6.3. New Horizons Seniors Program Grant Application

41 - 42

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Recreation and Culture dated 2020 10 13 concerning New Horizons Seniors Program grant application be received and that staff be authorized to apply to Employment and Social Development Canada for funding to support active healthy lifestyle programming.

6.4. Municipal Law Enforcement Officers

43 - 43

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

The relevant By-law 2020-191 is listed under item 11 of the Agenda and will

be read with all by-laws under that item.

6.5. Grader Repair 44 - 45

A report of the Deputy CAO, Public Works and Engineering Services is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Public Works and Engineering Services concerning grader repairs be received and the repairs totalling \$111,816.13 (sole-sourced to Toromont CAT) be approved with funding from the Public Works Winter Control 2020 budget.

6.6. Landfill Operations and Monitoring 2019 – Environmental Monitoring Committee 46 - 49

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Land Development and Environmental Engineer dated 2020 10 13 concerning annual operations and monitoring reports for the municipal landfill be received as information.

6.7. Sewage Infrastructure Electrical Upgrades Contract Award 50 - 54

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

The relevant By-law 2020-149 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8. Licence Agreement and Noise By-law Exemption – Remembrance Day Ceremony 55 - 56

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

The relevant By-laws 2020-197 and 2020-198 are listed under item 11 of the Agenda and will be read with all by-laws 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-12-20-Z 312 Langdon Road (Maione)

57 - 69

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Planner dated 2020 10 13 concerning Rezoning Application A-12-20-Z be received and that Council rezone the subject property from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception, subject to the following provisions:

1. Permit the existing triplex, in addition to the uses permitted in a Single-Detached Residential Zone (R2);
2. Reduce the rear yard setback (west) from 10 metres to 5 metres for the existing triplex only;
3. Permit the existing swimming pool, accessory buildings and structures to be located in an interior side yard;
4. Permit an existing shed to be located in the required front yard;
5. Permit an existing shed to be located within 0 metres of the main building, where 1 metre would otherwise be required;
6. Permit parking to be located in the required exterior side yard and in the required front yard;
7. That the property be deemed subject to site plan control pursuant to section 41 of the *Planning Act*

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

7.8. Boards and Committees

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

8.1. Blake Avenue

Mover Councillor M. Shoemaker

Secondar Councillor L. Dufour

Whereas for many years businesses in Great Northern Road have been acquiring properties on Blake Avenue to widen their lots and provide access to their customers or visitors to an alternate exit onto a less congested street; and

Whereas neighbours on Blake Avenue have been concerned that if businesses from Great Northern Road gain access to Blake Avenue, it will cause safety concerns for pedestrians as Blake Avenue is a Class B road with ditches and without sidewalks; and

Whereas in 2019, when discussing the request of a local business owner that fronts on Great Northern Road for access onto Blake Avenue, Council rejected the request of the business owner, believing that providing access onto Blake Avenue would be better to do when Blake Avenue was upgraded to Class A services; and

Whereas Council has deferred the Sackville Road extension project and staff is currently undertaking a prioritization process for remaining deferred projects from the current Capital Transportation Plan;

Now Therefore Be It Resolved that staff bring forward a plan for the upgrade Blake Avenue to Class A services to be considered in the Capital Transportation Plan.

8.2. Walmart Laneway – Great Northern Road

Mover Councillor M. Shoemaker

Secondar Councillor D. Hilsinger

Whereas in February 2018 Council approved a rezoning for a new Pino's grocery store on Great Northern Road; and

Whereas as part of that rezoning approval, Council approved a traffic light to be installed at a to-be constructed entrance to Pino's adjacent to the Walmart laneway just north of Superior Home Bakery; and

Whereas businesses in the immediate vicinity of the proposed intersection were concerned about the ability of their clients and customers to get in and out of their premises; and

Whereas a potential solution to the access issue for those businesses would be for Walmart to grant them access to their laneway that will be controlled by a traffic signal; and

Whereas construction has begun on the installation of the traffic signals but agreements have not yet been reached between businesses that abut Walmart's laneway, and Walmart, for access to the Walmart laneway, and Walmart has been difficult to communicate with on the issue, ignoring various outreaches and correspondence;

Now Therefore Be It Resolved that Council direct that installation of traffic

signals at the new intersection be paused until such time as agreements are reached or progress has been made on negotiations of such agreements between neighbouring businesses and Walmart for access to their laneway;

Further Be It Resolved that staff continue to make efforts to reach out to Walmart to facilitate the negotiations for said access, as they've been attempting to do for quite some time.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date 2020 10 13 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 2020-149 (Agreement) Sewage Infrastructure Electrical Upgrades (2020-6E) 70 - 103

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-149 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for Sewage Infrastructure Electrical Upgrades (Contract 2020-6E) be passed in open Council this 13th day of October, 2020.

11.1.2. By-law 2020-190 (Street Assumptions) 104 - 106

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-190 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 13th day of October, 2020.

11.1.3. By-law 2020-191 (Parking) Municipal Law Officers 107 - 108

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

Mover Councillor M. Bruni

Seconder Councillor C. Gardi

Resolved that By-law 2020-191 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 13th day of October, 2020.

11.1.4. By-law 2020-192 (Property Surplus) 206 Cathcart Street 109 - 110

Council Report was passed by Council resolution on September 28, 2020.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-192 being a by-law to declare the City owned property legally described as PIN 31575-0160 (LT) PT LT 159 PL 727 KORAH AS IN T436131; SAULT STE. MARIE being civic 206 Cathcart Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 13th day of October, 2020.

11.1.5. By-law 2020-193 (Property Sale) 88 Goulais Avenue 111 - 112

Council Report was passed by Council resolution on September 28, 2020.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-193 being a by-law to authorize the sale of surplus property being civic 88 Goulais Avenue, legally described in PIN 31592-0211 (LT) to Carmen Muto Plumbing and Heating Inc. be passed in open Council this 13th day of October, 2020.

11.1.6. By-law 2020-194 (Zoning) 62 Sherbrook Drive (R&J Holdings Inc. c/o Ronald Champagne) 113 - 114

Council Report was passed by Council resolution on September 28, 2020.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-194 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 62 Sherbrook Drive (R&J Holdings Inc. c/o Ronald Champagne) be passed in open Council this 13th day of October, 2020.

11.1.7. By-law 2020-195 (Zoning) 1102 Fourth Line Extension W Holding Provision 115 - 117

Council Report was passed by Council resolution on September 28, 2020.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-195 being a by-law to remove the Holding (H)

Provision from Zoning 2005-150 and 2005-151 for a part of the lands known municipally as 1102 Fourth Line West (Avery Construction c/o Amanda Williams) be passed in open Council this 13th day of October, 2020.

11.1.8. By-law 2020-196 (Traffic) Amend Traffic By-law 77-200 118 - 118

Council Report passed by Council resolution on September 28, 2020.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-196 being a by-law to amend Schedule "F" and Schedule "H" of Traffic Bylaw 77-200 be passed in open Council this 13th day of October, 2020.

11.1.9. By-law 2020-197 (Regulations) Royal Canadian Legion Remembrance Day Agreement 119 - 121

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-197 being a by-law to authorize the execution of the Agreement between the City and her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2020 be passed in open Council this 13th day of October, 2020.

11.1.10. By-law 2020-198 (Regulations) 49th Field Regiment Noise By-law Exemption 122 - 122

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-198 being a by-law to exempt Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment), while using the Hub Trail Boardwalk, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 13th day of October, 2020.

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

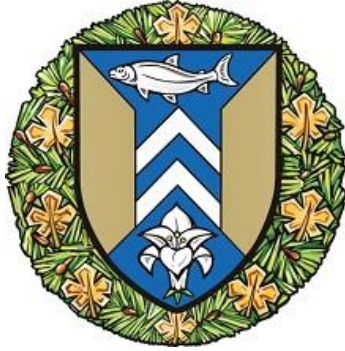
13. Closed Session

14. Adjournment

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, September 28, 2020

4:30 pm

Council Chambers

Civic Centre

Present: Mayor C. Provenzano, Councillor P. Christian (via video),
Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L.
Vezeau-Allen, Councillor D. Hilsinger (via video), Councillor M.
Shoemaker (via video), Councillor M. Bruni, Councillor R. Niro,
Councillor C. Gardi, Councillor M. Scott (via video)

Officials: M. White, R. Tyczinski, T. Vair, K. Fields, S. Schell, P. Johnson,
P. Niro, D. Elliott, S. Hamilton Beach, D. McConnell, B. Lamming,
A. Shier, F. Coccimiglio, T. Vecchio, M. Zuppa

1. Adoption of Minutes

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of 2020 09 14 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 M. Shoemaker – Sale of 206 Cathcart Street

Purchaser is a client of law firm.

3.2 Councillor M. Shoemaker – A-11-20-Z 1102 Fourth Line West (Avery Construction c/o Amanda Williams)

Applicant is a client of law firm.

3.3 Councillor R. Niro – Sault College Engineering Degree Program EDF Application

Son-in-law is employed by Sault College.

3.4 Councillor D. Hilsinger – Sault College Engineering Degree Program EDF Application

Employee of Sault College.

4. Approve Agenda as Presented

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for 2020 09 28 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Franco-Ontarian Day

5.2 Habitat for Humanity

5.3 Culture Days

5.4 Fire Prevention Week

5.5 Sault College Engineering Degree Program EDF Application

Councillor R. Niro declared a conflict on this item. (Son-in-law is employed by Sault College.)

Councillor D. Hilsinger declared a conflict on this item. (Employee of Sault College.)

Dr. Ron Common, President and Colin Kirkwood, Vice-President Academic and Research, Sault College were in attendance.

5.6 Downtown Plaza Update

Colin Berman, Principal, Landscape Architect, Brook McIlroy was in attendance.

5.7 New Budget Management and Capital Budget Policies

Shelley Schell, Chief Financial Officer and Treasurer was in attendance.

5.8 Application A-10-20-Z 62 Sherbrook Drive (R&J Holdings Inc.)

Mark Lepore, solicitor for the Applicant, was in attendance.

5.9 Application A-11-20-Z 1102 Fourth Line West (Avery Construction)

Brent Avery, on behalf of the Applicant, and John McDonald, Tulloch Engineering, agent for the Applicant, were in attendance.

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that all the items listed under date 2020 09 28 – Agenda item 6 – Consent Agenda save and except Agenda items 6.9, 6.11 and 6.12 be approved as recommended.

Carried

6.1 Physician Recruitment Committee – Renewal of Operating Service Agreement

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

The relevant By-law 2020-187 is listed under item 11 of the Minutes.

6.2 2020 City of Sault Ste Marie Credit Rating

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 09 28 concerning 2020 City of Sault Ste. Marie Credit Rating be received as information.

Carried

6.3 Tender for Screened Street Sand

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 09 28 be received and that the tender submitted by Pioneer Construction Inc. for the supply of Screened Street Sand at the tendered pricing of \$6.65 per tonne, HST extra, for the 2020-2021 winter season; and \$6.82 per tonne, HST extra, for the 2021-2022 winter season be approved.

Carried

6.4 RFP – Professional Services – Fleet Management Consultant

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated 2020 09 28 be received and that the proposal submitted by Mercury Associates Inc. for the provision of professional services associated with a Fleet Management Consultant as required by Public Works be approved.

Carried

6.5 2021 Council Meeting Schedule

The report of the City Clerk was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the City Clerk dated 2020 09 28 regarding 2021 Council meeting schedule be received and that the proposed schedule be approved.

Carried

6.6 Parking By-Law Enforcement

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Community Services dated 2020 09 28 concerning Parking By-law Enforcement be received and that staff be directed to:

- Extend the one (1) year pilot for third party by-law enforcement with Norpro Security and Investigations.
- Permit a more proactive enforcement approach by the proponent to increase the service level.
- Issue a Request for Proposal in 2021 for a three (3) year timeframe contingent on satisfactory results as measured by staff. (If a budget increase is required, it will be brought back to Council as part of the 2022 budgeting process.)

Carried

6.7 Partnership – SSM Innovation Centre UpNorth Foods Venture

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Community Services dated 2020 09 28 concerning Partnership with Sault Ste. Marie Innovation Centre for the UpNorth Food Venture be received and that the lease of kitchen space at the Northern Community Centre be approved.

Carried

6.8 Toys for Tickets Update

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated 2020 09 28 concerning Toys for Tickets be received and that the Toys for Tickets program be incorporated as an annual event.

Carried

6.10 2020 Connecting Link Funding Agreement

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

The relevant By-law 2020-178 is listed under item 11 of the Minutes.

6.13 Sale of 206 Cathcart Street

Councillor M. Shoemaker declared a conflict on this item. (Purchaser is a client of law firm.)

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel concerning disposition of 206 Cathcart Street be received and that the property be declared surplus to the City's needs and that the disposition of the property to JHCD Holdings Unlimited Inc., in accordance with the City's policy for the disposition of land be approved.

Carried

6.14 Sale of 88 Goulais Avenue

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2020 09 28 concerning disposition of 88 Goulais Avenue be received and that the disposition of the property to Carmen Muto Plumbing and Heating Inc. for the amount six thousand five hundred (\$6,500.00) dollars in accordance with the City's policy for the disposition of land be approved.

Carried

6.15 Municipal Insurance Program Renewal Options

The report of the Risk Manager was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Risk Manager dated 2020 09 28 concerning renewal of the City's insurance program be received and that the Legal Department be instructed to prepare an RFP for the February 28, 2021 to February 28, 2024 insurance program period.

Carried

6.16 Insurance Adjusting Services

The report of the Risk Manager was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Risk Manager dated 2020 09 28 concerning Insurance Adjusting Services be received and that Council authorize the Legal Department to prepare an agreement to enter into a two-year extension to the existing Adjusting Services contract.

Carried

6.9 Flag Gallery Expansion

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning the request to add seven flags to the flag gallery on Foster Drive in recognition of our First Nations communities and contributions made to this community by newcomers as part of an ongoing commitment to acknowledge and celebrate Sault Ste. Marie's vibrant cultural diversity be referred to the 2021 supplementary budget.

Not Dealt With

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning request to add seven flags to the flag gallery on Foster Drive in recognition of our First Nations communities and contributions made to this community by newcomers as part of an ongoing commitment to acknowledge and celebrate Sault Ste. Marie's vibrant cultural diversity be approved and that the expense associated with the installation of the new flag poles and the raising of the new flags be paid through the 2020 uncommitted capital fund.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

6.11 2021 Capital Transportation Program

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

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Resolved that Sackville Road extension be removed from the Capital Transportation Program (2021 early works and 2023) and that MacDonald Avenue storm water management be moved from 2022 to 2021.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth		X	
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	1	0

Carried

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Engineering dated 2020 09 28 regarding 2021 Capital Transportation Program be received and that procurement proceed for design of 2021 projects (as amended); and that the resurfacing of Trunk Road and Black Road between Southmarket and the rail crossing be the designated project for the City's application to the 2021 Connecting Link Program.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		

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Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

6.12 Stop Sign at Illinois Avenue and Texas Avenue

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 09 28 concerning a stop sign at the intersection of Illinois Avenue and Texas Avenue be received and that Council approve the recommendation to move the existing yield sign 5m closer to the edge of Texas Avenue to improve visibility of the sign.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen		X	
Councillor D. Hilsinger	X		
Councillor M. Shoemaker		X	

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Councillor M. Bruni X

Councillor R. Niro X

Councillor C. Gardi X

Councillor M. Scott X

Results 4 7 0

Defeated

Moved by: Councillor C. Gardi

Seconded by: Councillor R. Niro

Resolved that the placement of a stop sign at Illinois and Texas Avenues be postponed pending receipt of a staff report regarding school zones.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian		X	
Councillor S. Hollingsworth		X	
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen		X	
Councillor D. Hilsinger		X	
Councillor M. Shoemaker		X	
Councillor M. Bruni		X	
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott		X	
Results	4	7	0

Defeated

Moved by: Councillor P. Christian

Seconded by: Councillor S. Hollingsworth

Resolved that Council instruct staff to install a stop sign at the corner of Illinois and Texas Avenues as soon as possible.

	For	Against	Absent
Mayor C. Provenzano		X	
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour		X	
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro		X	
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	3	0

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.2.1 New Debt Management and Capital Budget Policies

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 09 28 concerning new Debt Management Policy and new Capital Budget and Financing Policy be received and the policies approved.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		

Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7.3 Community Development and Enterprise Services

7.3.1 Sault College Engineering Degree Program EDF Application

Councillor R. Niro declared a conflict on this item. (Son-in-law is employed by Sault College.)

Councillor D. Hilsinger declared a conflict on this item. (Employee of Sault College.)

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning Sault College Engineering Degree Program EDF Application be received and that the investment of \$100,000 to Sault College from the Economic Development Fund to support the establishment of an engineering degree program in Sault Ste. Marie be approved.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

Councillor D. Hilsinger	conflict		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	conflict		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	0

Carried

7.3.2 Downtown Plaza Conceptual Plan and Update

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 28 concerning the development of the downtown plaza be received as information.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-10-20-Z 62 Sherbrook Drive (R&J Holdings Inc.)

The report of the Senior Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2020 09 28 concerning Rezoning Application A-10-20-Z be received and that Council rezone the portion of the subject property that is currently zoned Medium Density Residential Zone (R4) to Low Density Residential Zone (R3). The portion of the subject property currently zoned Environmental Management (EM) shall remain as such;

and that the Legal Department be requested to prepare the necessary by-law to effect the same.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7.7.2 A-11-20-Z 1102 Fourth Line West (Avery Construction c/o Amanda Williams)

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Senior Planner dated 2020 09 28 concerning Rezoning Application A-11-20-Z be received and that under the provisions of section 36 of the *Planning Act*, Council remove the holding provision upon the subject property;

and that the Legal Department be requested to prepare the necessary by-law to effect the same.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	0

Carried

7.8 Boards and Committees

7.8.1 EDC Board Appointments

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that Chris Cooper and Robert Brewer be appointed to the Board of Directors of the Economic Development Corporation.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

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

8.1 Walmart Laneway – Great Northern Road

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Whereas in February 2018 Council approved a rezoning for a new Pino's grocery store on Great Northern Road; and

Whereas as part of that rezoning approval, Council approved a traffic light to be installed at a to-be constructed entrance to Pino's adjacent to the Walmart laneway just north of Superior Home Bakery; and

Whereas businesses in the immediate vicinity of the proposed intersection were concerned about the ability of their clients and customers to get in and out of their premises; and

Whereas a potential solution to the access issue for those businesses would be for Walmart to grant them access to their laneway that will be controlled by a traffic signal; and

Whereas construction has begun on the installation of the traffic signals but agreements have not yet been reached between businesses that abut Walmart's laneway, and Walmart, for access to the Walmart laneway, and Walmart has been difficult to communicate with on the issue, ignoring various outreaches and correspondence;

Now Therefore Be It Resolved that Council direct that installation of traffic signals at the new intersection be paused until such time as agreements are reached or progress has been made on negotiations of such agreements between neighbouring businesses and Walmart for access to their laneway;

Further Be It Resolved that staff continue to make efforts to reach out to Walmart to facilitate the negotiations for said access, as they've been attempting to do for quite some time.

Postponed

8.2 Commercial Assessment Growth – Community Improvement Program

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas it is in the City of Sault Ste. Marie's interests to see assessment growth across all sectors; and

Whereas community improvement programs have been successful in spurring assessment growth in targeted sectors and areas; and

Whereas community improvement programs must be vetted and approved by the provincial government;

Now Therefore Be It Resolved that the Planning Department query the provincial government on their opinion on adding "any and all commercial assessment growth" as an eligible category under the City's existing Economic Growth CIP;

Further that staff make a recommendation on whether to implement such a community improvement program.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		

Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

8.3 Vacant Buildings – Community Improvement Program

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Dufour

Whereas it is in the City of Sault Ste. Marie's interests to see assessment growth across all sectors; and

Whereas there are documented areas of assessment decline or stagnation across the City, evidencing lower property values across specific pockets or neighbourhoods in the City; and

Whereas staff has developed mapping of areas of assessment decline or stagnation; and

Whereas community improvement programs have been successful in spurring assessment growth in targeted sectors and areas; and

Whereas community improvement programs must be vetted and approved by the provincial government;

Now Therefore Be It Resolved that the Planning Department query the provincial government on their opinion on adding a community improvement program for vacant buildings in areas of assessment declining or stagnation that undergo renovations to make them habitable again, with a minimum threshold on amounts spent on the improvements, based on the maps already developed by the Planning Department, which shall be made public as part of the report to Council requested herein;

And further that staff make a recommendation on whether to implement such a community improvement program.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

8.4 Canada Water Agency

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Whereas for centuries the Great Lakes, its fresh water and the bounties it has provided have been a precious resource for the Indigenous people of this area; and

Whereas the banks of the St. Marys River have been a meeting place for Indigenous peoples for centuries; and

Whereas the Great Lakes are the world's most vast and well known bodies of fresh water; and

Whereas Sault Ste. Marie is situated on the St. Marys River, at the heart of the Great Lakes, between Lake Huron and Lake Superior; and

Whereas fresh water and these Great Lakes have been so historically significant to the city and surrounding area; and

Whereas Sault Ste. Marie has a proven track record for providing world class study and research through Centres and Institutes including the Ontario Forest Research Institute, the Great Lakes Canada Research Centre and the Invasive Species Centre; and

Whereas Her Excellency the Right Honourable Julie Pyette, Governor General of Canada, on behalf of the Federal Government announced the establishment of a new Canada Water Agency during the Speech From the Throne Wednesday, September 23, 2020;

Now Therefore Be It Resolved that Mayor Provenzano communicate with both Chiefs of Batchewana First Nation and Garden River First Nation about pursuing this opportunity for our area and working together to showcase our unique history and environment to the Federal Government;

Further Be It Resolved that Mayor Provenzano on behalf of City Council and the citizens of Sault Ste. Marie pen a letter to Prime Minister Justin Trudeau, Minister of Environment and Climate Change, Jonathan Wilkinson, and Member of Parliament Terry Sheehan expressing interest in establishing the new Canada Water Agency here in Sault Ste. Marie, outlining the unique aspects of our community and surrounding area which make us an excellent location for this agency.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

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**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2020 09 28 be approved.

Carried

11.1.1 By-law 2020-176 (Zoning) 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-176 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello) be passed in open Council this 28th day of September, 2020.

Carried

11.1.2 By-law 2020-177 (Development Control) 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-177 being a by-law to designate the lands located at 25 Donna Drive and 468 Second Line West an area of site plan control (1890714 Ontario Inc. c/o Steve Ficociello) be passed in open Council this 28th day of September, 2020.

Carried

11.1.3 By-law 2020-178 (Agreement) Connecting Link Funding Trunk Road Resurfacing

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-178 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for a contribution agreement with the Province for a Connecting Link grant for the resurfacing of a portion of Trunk Road be passed in open Council this 28th day of September, 2020.

Carried

11.1.4 By-law 2020-179 (Zoning) 21 Garden Avenue (Daniel and Alissa Perri)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-179 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 21 Garden Avenue (Daniel and Alissa Perri) be passed in open Council this 28th day of September, 2020.

Carried

11.1.5 By-law 2020-180 (Official Plan Amendment) 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-180 being a by-law to adopt Amendment No. 227 to the Official Plan for the City of Sault Ste. Marie (2436112 Ontario Inc. c/o Andre Riopel 170 Old Garden River Road) be passed in open Council this 28th day of September, 2020.

Carried

11.1.6 By-law 2020-181 (Zoning) 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-181 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel) be passed in open Council this 28th day of September, 2020.

Carried

11.1.7 By-law 2020-182 (Development Control) 170 Old Garden River Road (2436112 Ontario Inc. c/o Andre Riopel)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-182 being a by-law to designate the lands located at 170 Old Garden River Road an area of site plan control (2436112 Ontario Inc. c/o Andre Riopel) be passed in open Council this 28th day of September, 2020.

Carried

11.1.8 By-law 2020-183 (Official Plan Amendment) 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-183 being a by-law to adopt Amendment No. 228 to the Official Plan for the City of Sault Ste. Marie (2772834 Ontario Inc. – Roubal – 12 Fish Hatchery Road) be passed in open Council this 28th day of September, 2020.

Carried

11.1.9 By-law 2020-184 (Zoning) 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-184 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal) be passed in open Council this 28th day of September, 2020.

Carried

11.1.10 By-law 2020-185 (Development Control) 12 Fish Hatchery Road (2772834 Ontario Inc. – Roubal)

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-185 being a by-law to designate the lands located at 12 Fish Hatchery Road an area of site plan control (2772834 Ontario Inc. – Roubal) be passed in open Council this 28th day of September, 2020.

Carried

11.1.11 2020-186 (Agreement) CUPE Local No. 3 Canadian Union of Public Employees – Community Services Group

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-186 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Community Services Group for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 28th day of September, 2020.

Carried

11.1.12 By-law 2020-187 (Agreement) Physician Recruitment

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-187 being a by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding be passed in open Council this 28th day of September, 2020.

Carried

11.1.13 By-law 2020-188 (Agreement) Outdoor Patio Amendment

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-188 being a by-law to amend By-law 2020-156 (being a by-law to approve standard form of an Outdoor Patio Agreement and Delegation) be passed in open Council this 28th day of September, 2020.

Carried

11.1.14 By-law 2020-189 (Agreement) Amend By-law 2020-139

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-189 being a by-law to amend By-law 2020-139 (being a by-law to approve standard form Amending Agreement and Delegation) be passed in open Council this 28th day of September, 2020.

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 C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to discuss one matter concerning labour relations or employee negotiations;

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 section 239(2)(d) labour relations or employee negotiations

Carried

14. Adjournment

Moved by: Councillor C. Gardi

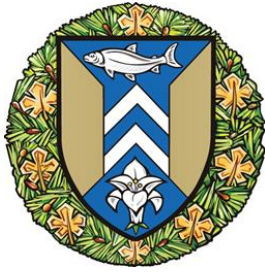
Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Best for Kids Transit Pilot Update

PURPOSE

To provide an update on the Best for Kids Transit Pilot Project and seek Council's approval to extend the pilot for one (1) additional year.

BACKGROUND

At a Council meeting dated February 3, 2020 the following resolution was passed.

Best for Kids Transit Pilot Project

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

Whereas it is the objective of The Best For Kids Committee "to encourage and promote the City of Sault Ste, Marie's efforts to put children first"; and

Whereas it is the Committee's vision "that Sault Ste. Marie will be a community that puts children first by understanding and investing in healthy childhood development to improve outcomes for all children"; and

Whereas the City and the Committee are committed to fostering a community that has an extraordinary quality of life for children and their families; and

Whereas the City of Sault Ste. Marie has many opportunities for children to be involved in recreational activities such as the Splash Pad, the Pump Track, the Manzo Pool, the Greco Pool, and the Skateboard Park; and
Whereas all of these recreational opportunities are important in the development of healthy children and their quality of life; and

Whereas it may be difficult for some children to access any of these recreational opportunities because of lack of transportation or its affordability;

Now Therefore Be It Resolved that Community Development and Enterprise Services be requested to investigate the feasibility of a pilot project to run from June 27, 2020 to September 6, 2020, whereby Transit Services would provide free bus rides on weekends to all children and their parents who would like to attend any of the recreational facilities listed above and report back to Council.

Furthermore at a Council meeting dated March 9, 2020 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2020 03 09 concerning Best for Kids Transit Pilot Project be accepted and that a pilot project to provide free Transit for a responsible adult to accompany children to access the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park between June 27, 2020 and September 6, 2020 be approved and results reported back to Council.

ANALYSIS

The pilot was scheduled to run from June 27 through to Sept 6, 2020. As a result of COVID-19 transit fare collection was forgone between March 19, 2020 to July 13, 2020 thus creating a delay to the true start date of the pilot. Therefore resulting in no statistics between June 27 to July 13, 2020.

In addition, ridership during this timeframe was below 50% of historical ridership as indicated in the table for reason stated.

Month	2019 Ridership	2020 Ridership	% of 2019
June 2020	145,232	46,809	32.23%
July 2020	145,184	58,434	40.25%
August 2020	137,519	64,193	46.68%

The stats for the pilot are significantly low and are not a true representation of what would have occurred likely under normal circumstances. It is also highly likely that there were rides to the locations from pass users participating in the Social Services pass program thus contributing to lower requirements for free transit service to the identified locations.

In addition, monthly, 92 day and four (4) month semester passes were extended once fares resumed prorated accordingly further impacting pilot statistics. Transit Services supports this strong initiative for the Community and is recommending to

Council that the program be extended for one (1) more year in order to collect more data and will report back to Council. Staff is hopeful moving forward operations will return to more of the norm thus having a lower impact on operating results in 2021 and more reflective results will transpire. The initiative is based on the idea that transit is open to the whole community and further supports individuals that have barriers in accessing community facilities. The initiative promotes utilizing outdoor spaces leading to a healthy active living lifestyle.

Ongoing benefits are as follows:

- Ease access for families to the city facilities that they may otherwise not be able to access
- Provide recreational activities to children which is key in healthy development
- Improve the quality of life for these families

The process entails a passenger with a child(ren) boarding the bus, and stating where they are heading. The Operator does not charge the family member(s) accompanying and KEY'S in the appropriate number of individuals boarding the bus. Tacking is simple as completing the following:

- For an adult riding free to a location below hit KEY 4
- For any child riding free with an adult to a location below hit KEY D

The program will continue to service to the areas noted below.

- o Splash Pad
- o John Rhodes Community Centre Pool
- o Skateboard Track
- o Pump Track
- o Manzo Pool
- o Greco Pool

The Best for Kids Committee have been advised that results of the pilot were low based on the impacts of COVID and support staff gathering more data with an extension. City staff are recommending to extend the pilot and to run from the last weekend in June the day after Labour Day in September. Corporate Communications will promote the service option using social media to communicate this to the public.

FINANCIAL IMPLICATIONS

The financial impact to Transit operations was nominal given the number of participants for the pilot. It is anticipated that this one (1) year extension will not a

have a significant impact on forgone revenue (less than \$1,000) and can be accommodated easily within the existing budget.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- Under Quality of Life area the action promotes Quality of Life Advantages.
- Community Development & Partnerships, it creates Social and Economic Activity.

RECOMMENDATION

It is therefore recommended that Council take the following action:

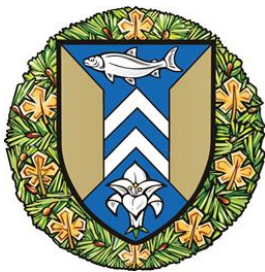
Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 10 13 be received.

Furthermore, that Council approve the Best for Kids Transit program be extended for one (1) more year in order to collect more data and report back to Council. Program to commence the beginning of the last weekend in June 2021 to the day after Labour Day in September 2021.

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**

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Celebrate Canada Program Funding Application 2021

PURPOSE

The purpose of this report is to request approval to apply to the Department of Canadian Heritage – Celebrate Canada Program for financial assistance for our Canada Day Celebration on July 1, 2021.

BACKGROUND

Each year, the Community Development & Enterprise Services Department, Recreation and Culture Division coordinates July 1st Canada Day Celebrations held at Roberta Bondar Park. This celebration includes protocol opening ceremonies, family entertainment throughout the day, followed by a fireworks presentation at dusk. An application is made annually to the Department of Canadian Heritage for financial assistance. Due to COVID-19 the 2020 Canada Day celebrations were cancelled, however, in 2019, the City received \$11,750 which assisted with programming.

ANALYSIS

The Department of Canadian Heritage – Celebrate Canada Program provides financial support to municipalities specifically for Canada Day programming and activities.

FINANCIAL IMPLICATIONS

There is a line item in the Community Services Department budget to support Canada Day programming and activities. The funding received helps to offset the costs incurred for the Canada Day Celebration.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Area: Quality of Life (Promote and Support Arts and Culture).

Celebrate Canada Program Funding Application 2021

2020 10 13

Page 2.

RECOMMENDATION

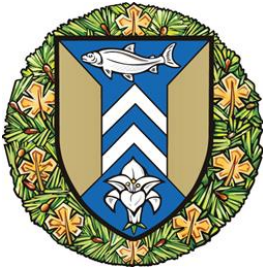
It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2020 10 13 concerning the Celebrate Canada Program Funding Application 2021 be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2021 Celebrate Canada Program be approved.”

Respectfully submitted,

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

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: New Horizons Seniors Program Grant Application

PURPOSE

The purpose of this report is to seek Council approval to apply for a grant with Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program for funding to support active healthy lifestyle programming.

BACKGROUND

Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program grant provides funding to organizations that want to help seniors make a difference in the lives of others and in their communities. Organizations are eligible to receive federal grants and contributions funding to support the social participation and inclusion of seniors; and provide capital assistance for new and existing community projects and/or programs for seniors.

ANALYSIS

The Sault's median age is 45.7 and 28% of Sault residents are 65 years of age or older. The New Horizons for Seniors Program grant will allow Seniors Services to expand and develop new programming to meet the needs of older adults in our community. The grant would provide funding to assist with the purchase of equipment, training sessions, room rentals and advertising required to develop new programming opportunities.

FINANCIAL IMPLICATIONS

The City can apply for up to \$25,000 in funding to support programs for seniors. The City's contribution towards the project will include in-kind staffing, use of City facilities and cash contributions up to \$2500 which can be covered within the operational budget.

STRATEGIC PLAN / POLICY IMPACT

This matter is referenced in the Corporate Strategic Plans, Focus Area: Quality of Life.

RECOMMENDATION

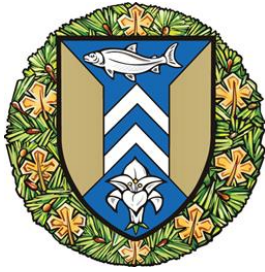
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2020 10 13 concerning the New Horizons Seniors Program Grant Application be received and Council authorize staff to apply to Employment and Social Development Canada for funding to support active healthy lifestyle programming.

Respectfully submitted,

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

Virginia McLeod
Manager Recreation & Culture
705.759.5311
v.mcleod@cityssm.on.ca



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

October 13, 2020

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

PURPOSE

The purpose of this report is to update By-law 93-165, which appoints municipal law enforcement officers.

BACKGROUND

By-Law 93-165 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

This is an operational activity not articulated in the strategic plan.

RECOMMENDATION

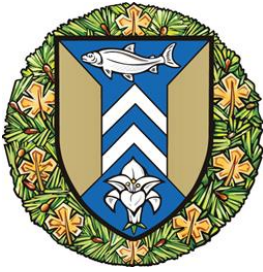
It is therefore recommended that Council take the following action:

By-law 2020-191 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Nicole Maione
Manager of Transit and Parking
705.759.5848
n.maione@cityssm.on.ca



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Larry Girardi, DCAO PW
DEPARTMENT: Public Works and Engineering Services
RE: Grader Repair – Approval of Costs

PURPOSE

The purpose of this report is to obtain approval for the expenditure of costs to repair a leased grader.

BACKGROUND

This grader was sent to Toromont CAT (sole sourced due to lease requirements) with the main concern being a bent turntable as a result of winter maintenance activities. After initial assessment, it was determined the following repairs were also required: front crankshaft seal, front axle shaft, hoses required replacement as well as a hydraulic leak on the wing required addressing and a broken step was repaired.

ANALYSIS

Initially, it was estimated that the repair would be of a value within the approval limit of staff, however as the additional repair requirements were uncovered the final cost totalled \$98,952.33 (not including HST). As the total has exceeded the staff approval limit, Council approval is required.

In order to prevent this type of turntable damage in the future, the Public Works 2020 equipment tender was modified to include the requirement of impact protection including a heavy-duty dual input circle drive gear box with a slip clutch.

FINANCIAL IMPLICATIONS

The total expense of \$98,952.33 plus \$12,863.80 HST for a total of \$111,816.13 is due to Toromont CAT. The repairs will be funded through Public Works operational accounts associated with Winter Control.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Grader Repair – Approval of Costs

2020 10 13

Page 2.

Resolved that the report of the DCAO – PWES be received and that Council approve the repairs totalling \$111,816.13, sole sourced to Toromont CAT and funded from the Public Works Winter Control 2020 budget.

Respectfully submitted,

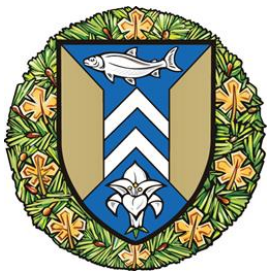
A handwritten signature in blue ink, appearing to read "Larry Girardi".

Larry Girardi,

DCAO PWES

705.759.5206

l.girardi@cityssm.on.ca



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Landfill Operations and Monitoring 2019 – Environmental
Monitoring Committee

PURPOSE

The purpose of this report is to fulfill Condition 6(b) of By-law 2014-215 related to the Landfill Environmental Monitoring Committee (EMC), which requires an annual Council report following the submission of the Landfill Operations and Monitoring reports to the Ministry of the Environment, Conservation and Parks (MECP).

BACKGROUND

The EMC is the formal point of contact with the public for the landfill operations, as mandated under the Certificate of Approval. The Committee consists of four members of the public, one Councillor, the MECP, and staff. The Committee was originally established under By-law 89-174, which was repealed and replaced through By-law 2004-215.

The report will summarize the conclusions and recommendations of the annual 2019 operations and monitoring reports. The reports include but are not limited to, waste quantities and site capacity, leachate collection system information, and monitoring details related to ground water quality, surface water quality, and methane gas. Copies are available in the Engineering Department if any Councillor wishes to review them.

ANALYSIS

Site Development and Operations Report 2018 Municipal Landfill Waste Quantities and Site Capacity

Approximately 107,847 tonnes of waste was received at the landfill in 2019. Of this value 40% was landfilled, and 58% was used as cover or stockpiled for future use, and 2% was diverted. Based on the 5-year average disposal rate, there is capacity for approximately 6.5 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since 1992. It consists of a gravity collection system along the south boundary and a purge well system on the western boundary. As part of the 2006 Canon Creek relocation project, the gravity leachate collector system was expanded along the old creek alignment in the southeast corner. The system is designed to intercept leachate before it leaves the site and divert it for treatment.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation of the wells. Presently, there are nine purge wells in operation. The system continues to be maintained, operated, and monitored with vigilance, and remains effective, however, it has limitations.

In 2008 a contaminant attenuation zone (CAZ) was approved through the MECP. While the CAZ doesn't expand the landfill footprint, it moved the compliance boundary westerly.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six passive flares in 2007. Due to a landfill gas regulation that was implemented in 2008, an active landfill gas system was constructed to meet the new requirements. The system was operational in 2010.

Eleven (11) odour complaints were received in 2019. It is believed that the landfill gas system has been effective in mitigating off-site odours, however, as disposal quantities decline, sludge disposal becomes more challenging. The proposed biosolids management facility is expected to have a positive impact on odours.

Municipal Landfill Site Monitoring Report 2019

The monitoring report provides the results of the groundwater, surface water and landfill gas monitoring program, with the purpose of:

- Monitoring the quality of groundwater and surface water;
- Assessing the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establishing whether concentrations of targeted chemical parameters in the groundwater and surface water exceed MECP criteria;
- Predicting future movement of contaminants and compliance; and
- Ensuring safety within the buildings at the site as it relates to landfill gas.

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off the site in the vicinity of the landfill. The program for 2019 consisted of 40 wells, and one maintenance hole.

Engineered controls and natural attenuation processes including dilution are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. In 2019 the water quality in most of the western wells continues to perform as anticipated with no unusual upward trends or changes. The contaminate attenuation zone which was established west of the landfill, assists with potential off-site regulatory compliance concerns in the area near the hydro corridor associated with a narrow plume. Purge well system continues to be effective but has limitations. An additional purge well is planned for use when existing wells are not in use due to maintenance requirements.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. Surface water is sampled and analyzed at five locations, which are upstream, adjacent to and downstream of the site. The locations are sampled five times per year and results are compared to Provincial Water Quality Objectives. Generally, consistent results have been shown at two upstream locations. Water quality has been variable at some of the other sampling locations. There were no exceedances of un-ionized ammonia from 2009-2017. Generally, surface water conditions have improved since 2007, as a result of the Canon Creek relocation.

Methane Gas

Since 2008, methane gas concentrations have been in the flammable range at one of the methane gas monitors. The monitor is located east of the Maintenance Building. A methane mitigation project was completed in 2010. The system was installed in order to monitor indoor air quality, control ventilation and provide warning if there is a problem. Signage is in place as an additional mitigative measure. Manual readings are also taken.

Two methane gas wells were removed due to construction near the household hazardous waste depot. Replacement wells were installed at an alternate location in 2018.

FINANCIAL IMPLICATIONS

There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the maintaining existing infrastructure component of the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Landfill Operations and Monitoring

2020 10 13

Page 4

Resolved that the report of the Land Development and Environmental Engineer dated 2020 10 13 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

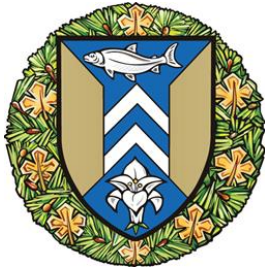
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "C. Taddo".

Land Development and Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Sewage Infrastructure Electrical Upgrades Contract Award

PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-6E, Sewage Infrastructure Electrical Upgrades.

BACKGROUND

At the January 14, 2019 meeting, Council approved an Engineering Agreement with AECOM for the consulting services related to the Sewage Infrastructure Electrical Upgrades. Since that time, engineering work has progressed, and the tendering process has been completed. The work generally consists of supply of all equipment, labour and materials to complete electrical upgrades of various sewage pump stations and the sewage treatment plant including new pump control panels, manual transfer switches, load bank switches and related appurtenances. As part of the City's ongoing asset management plan, periodic upgrades are required at treatment plants and pump stations.

ANALYSIS

The tender for the electrical upgrades closed on September 22, 2020. One (1) tender was received and was found to be complete. A summary has been attached. The low tender, excluding HST, in the amount of \$1,229,141.00 was submitted by S&T Electrical Contractors Limited.

FINANCIAL IMPLICATIONS

When recoverable HST is removed and allowances for engineering are added, the City's cost to complete the project are estimated at approximately \$1,425,000 to be funded from the sanitary sewer revenue. The construction costs are within the 2019 and 2020 budget allowance for pump station work and staff recommends proceeding with the work.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2020-149 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and
Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca

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

September 23, 2020

Project #
60598385

Dear Ms. Taddo:

**Subject: Sewage Infrastructure Electrical Upgrades
Contract No. 2020-6E
Tender Report**

We have reviewed the tender received electronically by the City Clerk's office on Tuesday, September 22, 2020 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2020-6E – Sewage Infrastructure Electrical Upgrades consists of supply all equipment, labour and materials to complete electrical upgrades of various sewage pump stations including new pump control panels, manual transfer switches, load bank switches and related appurtenances.

The tender advertisement was published in the Sault Star on Saturday, August 29, 2020 for notification to prospective bidders of the availability of the tender documents. The digital tender documents were obtained from AECOM, following the completion of a registration process.

A total of six (6) contractors and suppliers obtained tender documents during the tender period which consisted of three (3) contractors and three (3) suppliers.

During the tender period, one addendum was issued by the Consultant relating to the clarification on the Bid Security.

2.0 Summary of Tenders

One (1) Contractor submitted a digital tender for Contract No. 2020-6E to the City Clerk's office prior to the closing time of 3:00 p.m. on Tuesday, September 22, 2020. The tender was reviewed to ensure it included the required tender deposit in the amount of 10% of the Total Tender Price, and agreement to bond for performance security. The tender deposit was in the form of a bid bond.

The following was the result of the submitted Total Tender Price, excluding HST:

1.	S&T Electrical Contractors Limited	\$1,229,141.00
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The Total Tender Price for the tender includes a contingency allowance of \$60,000 along with a cash allowance of \$10,000.

The Engineer's tender estimate for this Contract was \$1,222,000.00 (excl. HST) which was compiled based on prices from similar contracts. A General Summary of Tender Prices along with the Engineer's tender estimate is attached as Appendix 1.

3.0 Review of Tenders Received

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

1. The tender was properly signed, sealed and executed.
2. The tender breakdown was checked for mathematical errors. No error was found.
3. The Instructions to Tenderers indicated that all tenders were to include a tender deposit in the form of a bid bond or certified cheque in the amount of 10% of the Total Tender Price. The tenderer complied with submission of the required tender deposit in the form of a bid bond.
4. The tender document called for submission of Appendix 'B' which outlined the tenderers' proposed subcontractors and suppliers. The tenderer filled in the appropriate appendix.
5. The tender also included Appendix 'C' for alternative prices. The submission did not include alternative pricing.
6. The tenderer was required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to the tender submitted.
7. All tenderers were required to acknowledge any Addenda received during the tender period. The tenderer confirmed receipt of Addendum No. 1.

3.0 Low Bidder Experience

S&T Electrical Contractors Limited is a well-known local Contractor who has completed numerous City contracts in the past.

Appendix 'B' – Subcontractors and Suppliers submitted by S&T Electrical Contractors Limited indicated that the Electrical and Temporary Bypass Pumping will be done by their own forces. Electrical System Analysis will be done by Plan Group; Instrumentation and Controls by Xylem; and Load Bank Switches Supplier will be Schneider.

4.0 Tender Estimate

The tender amount of \$1,229,141.00 (excl. HST) is higher than the Engineer's tender estimate by \$7,141.00 (excl. HST) or approximately 0.5%.

5.0 Conclusions

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

1. The City should select a Contractor to complete the Sewage Infrastructure Electrical Upgrades project;

2. The required by-law should be drafted and passed by Council to facilitate execution of the attached CCDC 2 Stipulated Price Contract (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

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

Yours very truly,
AECOM Canada Ltd.

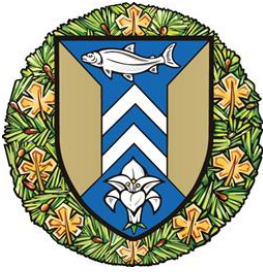


Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: License Agreement and Noise By-law Exemption for Remembrance Day Ceremony Gun Salute (49th Regiment Artillery)

PURPOSE

The purpose of this report is to request Council's approval of a License Agreement (the "License Agreement") between the City (the "Licensor") and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (the "Licensee"), to permit the Licensee to use the property located in the vicinity of the Roberta Bondar Pavilion (Hub Trail Boardwalk) (the "Premises") for the purpose of the Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration (the "Event"), scheduled for November 11, 2020.

BACKGROUND

The Licensee contacts the City annually to request permission to hold the Event at the Hub Trail Boardwalk. The Event will be held on November 11, 2020.

ANALYSIS

The Event requires a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence. The License Agreement confirms that permission has been given for the said event.

The Licensor acknowledges that the Licensee is self insured.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Remembrance Day Ceremony Gun Salute

2020 10 13

Page 2.

By-law 2020-197 which authorizes a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, appears elsewhere on the Agenda and is recommended for approval; and

By-law 2020-198, being a by-law to amend Noise Control By-law 80-200 to exempt from the By-law the Remembrance Day Ceremony Gun Salute on November 11, 2020 also appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Karen Fields

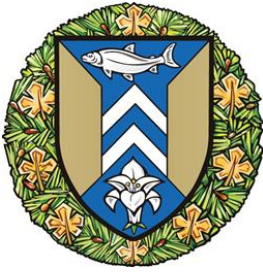
City Solicitor

705.759.5407

k.fields@cityssm.on.ca

KF/da

LEGAL\STAFF\COUNCIL\REPORTS\2020\REMEMBRANCE DAY CEREMONY GUN SALUTE (R1.41).DOCX



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

COUNCIL REPORT

October 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-12-20-Z 312 Langdon Road (Maione)

PURPOSE

The applicant, Angelo Maione, is requesting an amendment to the Zoning By-law to permit a triplex on the subject property.

PROPOSED CHANGE

Rezone the subject property from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with the following special exceptions:

1. Permit the existing triplex.
2. Reduce the rear yard setback (west) from 10 metres to 5 metres for the existing triplex only.
3. Permit the existing swimming pool, accessory buildings and structures to be located in an interior side yard.
4. Permit an existing shed to be located in the required front yard.
5. Permit an existing shed to be located within 0 metres of the main building, where 1 metre would otherwise be required.
6. Permit parking to be located in the required exterior side yard and in the required front yard.

Subject Property

- Location – The northwest corner of the Murton Avenue and Langdon Road intersection.
- Approximate size – 30m (99.5') frontage along Murton Avenue and 35m (116') frontage along Langdon Road, totalling 0.1ha (0.26ac).
- Present use – Triplex.
- Owner – Angelo Maione.

BACKGROUND

No previous applications have been made for this property.

ANALYSIS

Aerial imagery suggests that the original structure was a bungalow that later expanded to include an attached garage with a second storey addition. Although the home is orientated towards Langdon Road, by definition, the Zoning By-law indicates that the shorter lot line along Murton Avenue is the frontage.

The property has a detached garage on the north west corner of the property. Paved driveways access both streets. An above ground pool, deck, and a number of accessory structures exist on the lot. A fence separates neighbouring properties. The main building consists of a self-contained dwelling unit in the basement, ground floor and in the second storey addition above the attached garage. No exterior alterations are proposed.

The surrounding area largely consists of single-detached bungalows. Semis and 2 storey homes are interspersed within the area.

Conformity with the Official Plan (OP)

The Official Plan (OP) is a Municipal policy document that manages and directs the physical change and development of the community. Council's decision must be consistent with the OP.

Schedule C (Land Use) of the Official Plan designates the property as Residential. The following policies support this application:

Housing

HO.1: Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

HO.2: Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged...

Residential

R.1: A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.

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 residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The property is located Wellhead Protection Area B (WHPA-B). A WHPA is the area around a wellhead that contributes source water to the Steelton Well. As per the Sault Ste. Marie Region Source Protection Plan, residential uses are not considered a significant threat. The proposed triplex is not impacted by the Clean Water Act or the policies contained within the approved Sault Ste. Marie Region Source Protection Plan.

The proposal is consistent with the Official Plan

Conformity with the Provincial Policy Statement (PPS)

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS. The proposed amendment has been reviewed against these policies and is consistent as follows:

Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 Healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons) ...;*
- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs;*

Housing

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

- c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;*
- d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;*

e) requiring transit-supportive development and prioritizing intensification, including proximity to transit...

This proposal is consistent with the Provincial Policy Statement.

Conformity with the Growth Plan for Northern Ontario (GPNO)

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO and is consistent as follows:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities a range and mix of housing types...

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for a) developing ... an appropriate range of housing types ... and providing easy access to stores, services and recreational opportunities.

The proposal is consistent with the Growth Plan for Northern Ontario.

COMMENTS

The proposal is compatible with the character of the neighbourhood. The large lot size allows a front yard setback and streetscape that is congruent with the other properties along both of the abutting roads. The dwelling density, shape and general bulk of the main building and lot coverage are within a range that is appropriate for this single-detached residential neighbourhood. The hip styled roof on the second-storey addition is steep and appears lower than its true elevation. Privacy and shadow impacts are not anticipated. Parking is distributed onto both driveways and the property grounds are well maintained.

The yard to the west of the house is the rear yard by definition and as such, the property has a very limited rear yard. The requested variances to permit the existing swimming pool and accessory structures within the interior side yard are technical in nature and provide a practical solution that poses no neighbourhood impacts. These variances also reflect the existing conditions of the property; additional development is not being proposed. The interior portion of the property is well screened from the adjacent property and the street by a fence.

Given the property's size and exposure onto two streets, site plan control is being recommended to ensure the continued compatibility with neighbouring properties.

CONSULTATION

Public Comments

Public notice was mailed out to property owners within 120 metres of the subject property. A neighbourhood meeting was not scheduled due to COVID-19 safety protocols. At the time of writing this report, no comments from the public were received by planning staff.

Application Circulation

No comment/objection: the Accessibility Advisory Committee, Community Development and Enterprise Services, Economic Development Corporation, Engineering Services, Fire Services, Legal Services, Ministry of Municipal Affairs and Housing, Municipal Heritage Committee, Public Works and the PUC, the Sault Ste. Marie Region Conservation Authority.

The Building Division states that upon approval of this application, all Ontario Building Code requirements must be met to formalize the existing units. A change of use permit will be required to legally convert the building to a triplex. Submission of a building design completed by a qualified designer will be required. The spatial separation between the house and existing detached garage will also need to be confirmed to determine if it meets Ontario Building Code requirements.

Spatial separation calculations will need to be provided for the house and existing detached garage to confirm they meet the requirements of 9.10.14. of the Ontario Building Code.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to 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 applicant, Angelo Maione, is requesting an amendment to the Zoning By-law to legalize the existing triplex and a number of other variances relating to existing accessory structures on the subject property.

Provincial and municipal planning policy encourage infill and redevelopment that increase the availability of a variety of housing types and tenures for existing and future residents of the community. Locally, a number of converted dwellings offer affordable alternatives without substantially altering the home's original external appearance or compatibility with the neighbourhood. This triplex exemplifies such development and represents a positive contribution to the neighbourhood.

The triplex has existed since before the applicant purchased the property in 1989. No exterior alterations are proposed. The additional variances are largely technical in nature and needed due to limitations that are commonly associated with corner lots.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 10 13 2020 concerning Rezoning Application A-12-20-Z be received and that Council approve the application as follows:

Rezone the subject property from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with a special exception, subject to the following provisions:

1. Permit the existing triplex, in addition to the uses permitted in a Single-Detached Residential Zone (R2).
2. Reduce the rear yard setback (west) from 10 metres to 5 metres for the existing triplex only.
3. Permit the existing swimming pool, accessory buildings and structures to be located in an interior side yard.
4. Permit an existing shed to be located in the required front yard.
5. Permit an existing shed to be located within 0 metres of the main building, where 1 metre would otherwise be required.
6. Permit parking to be located in the required exterior side yard and in the required front yard.

And deem the subject property as an area of Site Plan Control.

Respectfully submitted,

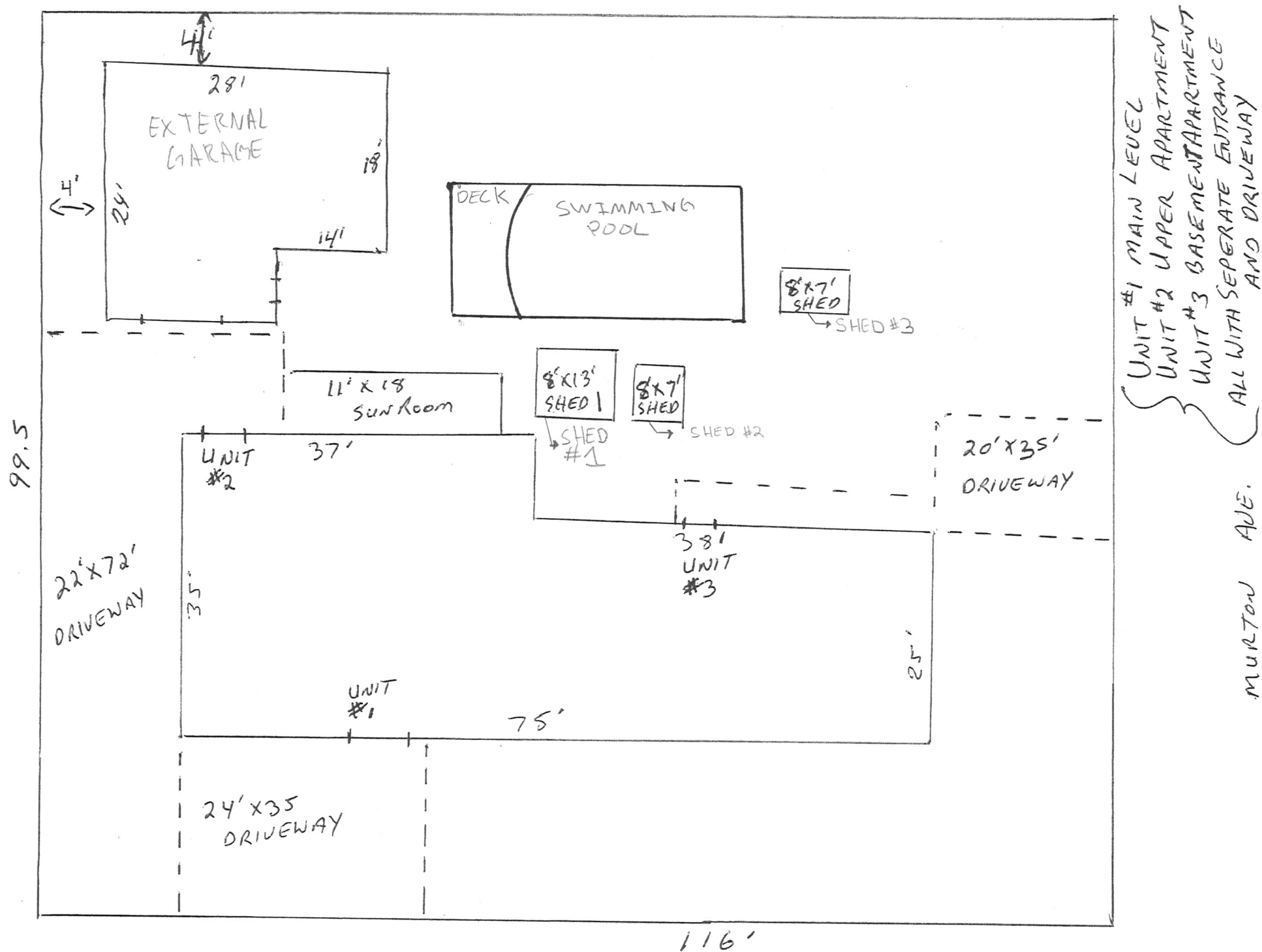


Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca



APPLICATION NO. A-12-20-Z

BUILDING DIVISION COMMENTS

ADDRESS: 312 LANGDON ROAD

SUBJECT: PROPOSED CHANGE OF USE TO TRIPLEX

Date: 2020-09-25

To: PLANNING DEPARTMENT: Don McConnell

From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R2 – Single Detached Residential Zone
- Site is not 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 proposed triplex

R2 Building Requirements for Main Building

- Lot Area – Minimum required 550m²
- Frontage – Minimum required 15 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey, 1.8 meters for two storey.
- Exterior Side Yard – Minimum required setback is 4 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

R2 Building Requirements for Accessory Buildings

- Front Yard - No accessory building shall be located in a required front yard as per 9.1.4. of the 2005-150 Zoning By-law
- Interior Side Yard – Minimum required setback is 0.6 meters
- Exterior Side Yard - No accessory building shall be located in an exterior side yard as per 9.1.4. of the 2005-150 Zoning By-law
- Rear Yard – minimum required setback is 0.6 meters.
- Maximum Building Height – 6 meters for garages and carports, 3.6 meters for all other accessory buildings.

Parking

- 4 parking spaces are required. (1.25 space per dwelling unit required for triplex = 3.75 spaces, using normal rounding rules as per 5.1.1. of the 2005-150 Zoning By-law it is rounded up to 4 spaces)
-

Comment

The Building Division has no objections with the proposed rezoning, however would like to comment the following:

- A change of use permit will be required to legally convert the building from a duplex to a triplex. Due to the building being converted to a triplex and no longer falling under the Ontario Building Codes definition of a “house”, the submitted design will need to be completed by a qualified designer.
- Spatial separation calculations will need to be provided for the house and existing detached garage to confirm they meet the requirements of 9.10.14. of the Ontario Building Code.

**Subject
Property**



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-12-20-Z 312 Langdon Road (Maione)\GIS & Maps\A-12-20-Z_AerialMap_Sept2020_8x11_V1.mxd

Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 312 Langdon Road
 Roll No.: 050021013000000
 Map No.: 80
 Application No.: A-12-20-Z
 Date Created: Sept. 11, 2020

Legal Department Reference

Legend

- Subject Property: 312 Langdon Rd
 Parcel Fabric

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**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

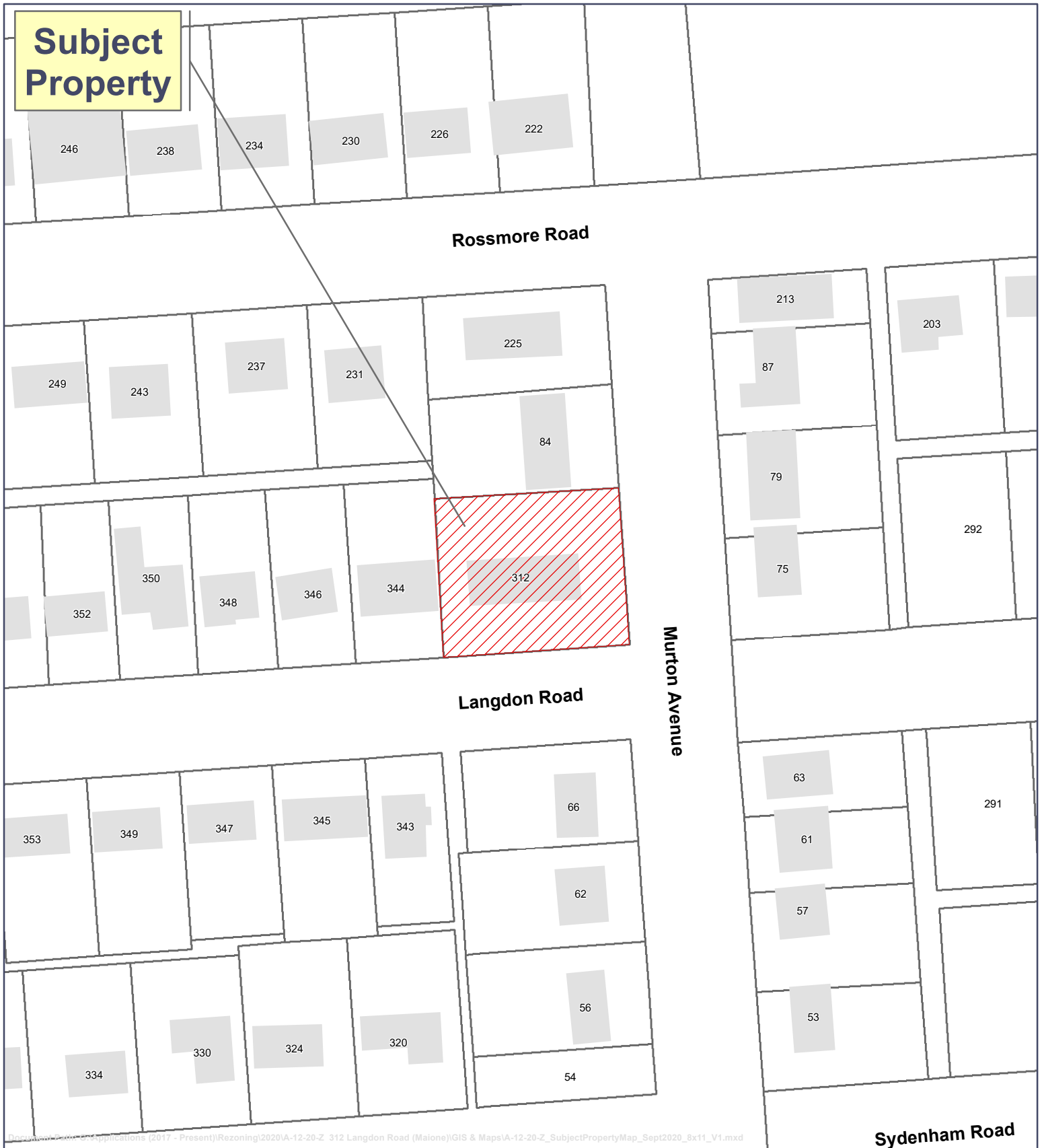
*This map is for general reference only
 Orthophoto: 2016 20cm Colour*

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

0 5 10 20 Meters
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Subject Property



D:\Projects\2020\2020 Applications (2017 - Present)\Rezoning\2020\A-12-20-Z 312 Langdon Road (Maione)\GIS & Maps\A-12-20-Z_SubjectPropertyMap_Sept2020_8x11_V1.mxd

Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	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 <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Property Information Civic Address: 312 Langdon Road Roll No.: 050021013000000 Map No.: 80 Application No.: A-12-20-Z Date Created: Sept. 11, 2020	Legend Subject Property: 312 Langdon Rd Parcel Fabric Page 66 of 122	



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☒ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 312 Langdon Road
 Roll No.: 050021013000000
 Map No.: 80
 Application No.: A-12-20-Z
 Date Created: Sept. 11, 2020

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone
C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone	EM - Environmental Management Zone
HZ - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock

SAULT STE. MARIE

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

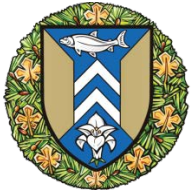
This map is for general reference only

Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters

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Page 67 of 122



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

312 Langdon Road
Application No.: A-12-20-Z
Applicant: Angelo Maione

Date: October 13, 2020
Time: 5:30 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

The applicant, Angelo Maione, is requesting an amendment to the Zoning By-law to permit a triplex on the subject property.

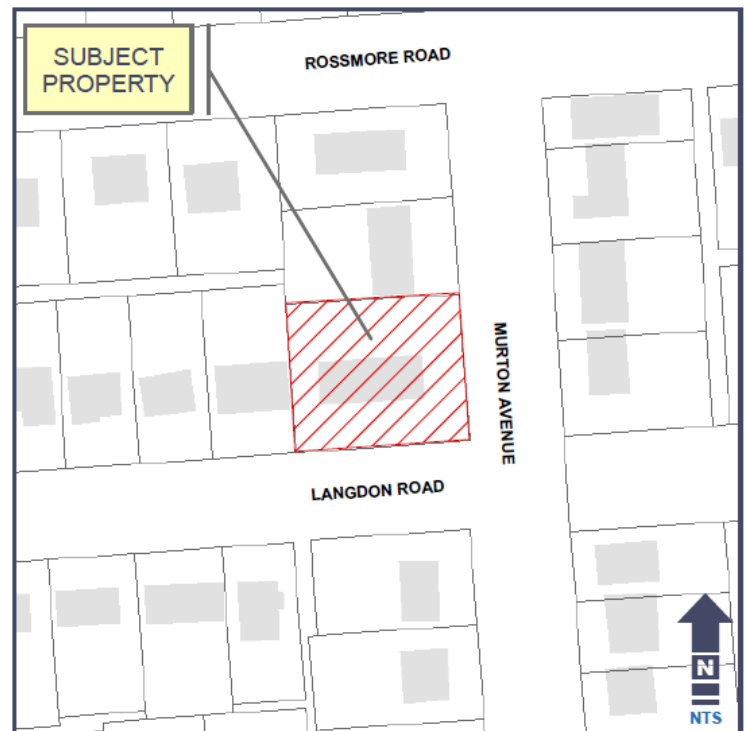
PROPOSED CHANGE

Rezone the subject property from Single-Detached Residential Zone (R2) to Single-Detached Residential Zone (R2.S) with the following Special Exception:

1. Permit the existing triplex.
2. Reduce the rear yard setback (west) from 10 metres to 5 metres for the existing triplex only.
3. Permit the existing swimming pool, accessory buildings and structures to be located in an interior side yard.
4. Permit an existing shed to be located in the required front yard.
5. Permit an existing shed to be located within 0 metres of the main building, where 1 metre is required.
6. Permit parking to be located in the required exterior side yard and in the required front yard.

HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.



TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Tuesday, October 13, 2020 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, October 9, 2020 as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.6227 or j.kircal@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

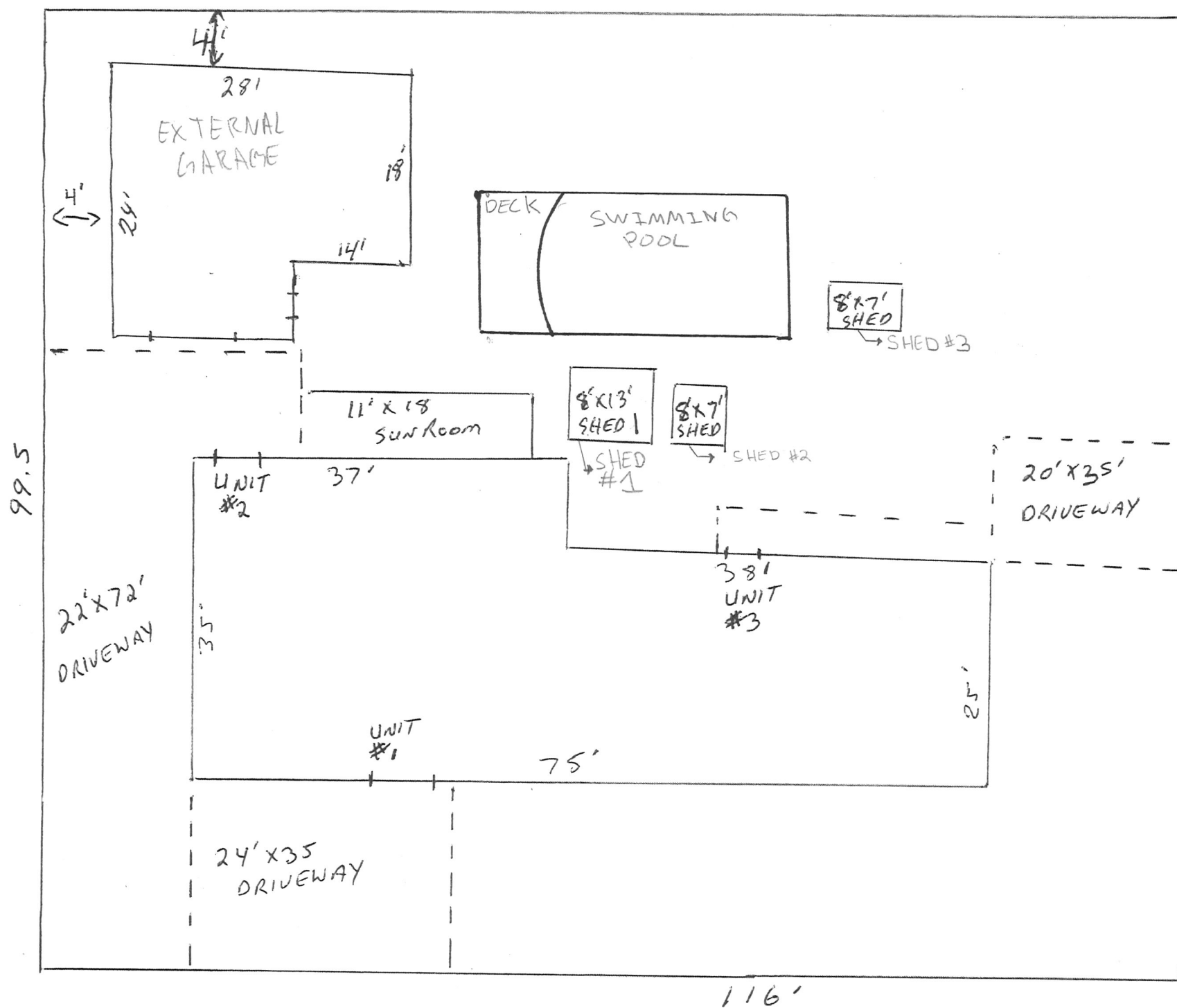
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address and application file number on or before **Tuesday, October 13, 2020**

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.



UNIT #1 MAIN LEVEL
 UNIT #2 UPPER APARTMENT
 UNIT #3 BASEMENT APARTMENT
 ALL WITH SEPERATE ENTRANCE AND DRIVEWAY

MURTON AVE.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-149

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for Sewage Infrastructure Electrical Upgrades (Contract 2020-6E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated October 13, 2020 between the City and S&T Electrical Contractors Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the Sewage Infrastructure Electrical Upgrades (Contract 2020-6E).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of October, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSK

CCDC 2

stipulated price contract

2 0 0 8

The Corporation of the City of Sault Ste. Marie
Sewage Infrastructure Electrical Upgrades
Contract No. 2020-6E

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

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

*Committee policy and procedures are directed and approved by the four constituent national organizations

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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 13th day of October in the year 2020.

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

S&T Electrical Contractors Limited

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
Sewage Infrastructure Electrical Upgrades

located at

insert above the name of the Work

Various City of Sault Ste. Marie Wastewater Facilities

for which the Agreement has been signed by the parties, and for which
AECOM Canada Limited

*insert above the Place of the Work*is acting as and is hereinafter called the "*Consultant*" and*insert above the name of the Consultant*

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 26th day of October in the year 2020 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 12th day of April in the year 2021.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

*

Addendum No. 1

Section 00100 – Instructions To Bidders

Section 00200 – Supplementary Definitions

Section 00300 – Stipulated Price Bid

Section 00300 – Appendix A - List of Bid Documents

Section 00300 – Appendix B - List of Subcontractors and Suppliers

Section 00300 – Appendix C - Alternative Prices

Section 00300 – Appendix D - Breakdown of Total Tender Price

Section 00800 – Supplementary Conditions

Section 01000 – General Requirements

Section 01061 – Environmental Considerations

Section 01630 – Equivalents and Alternatives

Section 01645 – Pre-Selected Equipment

Section 16010 – Electrical General Requirements

Section 16015 – Electrical Systems Analysis

Section 16050 – Basic Electrical Materials and Methods

Section 16120 – Wire and Cables

Section 16134 – Raceways

Section 16160 – Grounding

Section 16441 – Safety Switches

Section 16496 - Manual Transfer Switches

Appendix A – Hazardous Building Materials Assessment Reports

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LIST OF CONTRACT DRAWINGS Title Sheet

Dwg E1 – Drawing Index, General Plan, Notes and Details

Dwg E2 – Site Plan and Details – Electrical – Mary Street Pump Station

Dwg E3 – Site Plan and Details – Electrical – Gore Street Pump Station

Dwg E4 – Site Plan and Details – Electrical – Frontenac Street Pump Station

Dwg E5 – Site Plan and Details – Electrical – Millwood Street Pump Station

Dwg E6 – Site Plan and Details – Electrical – Upper Lake Pump Station

Dwg E7 – Site Plan and Details – Electrical – Pine Street Pump Station

Dwg E8 – Site Plan and Details – Electrical – Lower Lake Pump Station

Dwg E9 – Site Plan and Details – Electrical – McGregor Avenue Pump Station

Dwg E10 – Site Plan and Details – Electrical – Bondar Pump Station

Dwg E11 – Site Plan, Floor Plan and Details – Electrical – Bellevue SSO Pump Station

Dwg E12 – Site Plan, Floor Plan and Details – Electrical – Clark Creek Pump Station

Dwg E13 – Site Plan, Floor Plan and Details – Electrical – East End WPCP

Dwg E14 – Site Plan, Floor Plan and Details – Electrical – John Street Pump Station

Dwg E15 – Site Plan, Floor Plan and Details – Electrical – Pim Street Pump Station

Dwg E16 – Site Plan, Floor Plan and Details – Electrical – River Road Pump Station

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

ARTICLE A-4 CONTRACT PRICE

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

One Million, Two Hundred Twenty Nine Thousand, One Hundred and Forty
One-----00 /100 dollars \$ 1,229,141.00

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

One Hundred Fifty Nine Thousand, Seven Hundred and Eighty Eight-----33 /100 dollars \$ 159,788.33

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

One Million, Three Hundred Eighty Eight Thousand, Nine Hundred and
Twenty Nine-----33 /100 dollars \$ 1,388,929.33

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

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

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

5.3 Interest

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

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

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

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

Royal Bank of Canada

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

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

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

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

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

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario P6A 5N1

address

705-541-7165

facsimile number

c.taddo@cityssm.on.ca

email address

Contractor

S&T Electrical Contractors Limited

*name of Contractor**

158 Sackville Road, Sault Ste. Marie, Ontario P6B 4T6

address

facsimile number

mgirardi@stgroup.ca

email address

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

facsimile number

darrell.maahs@aecom.com

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

name and title of person signing

signature

name and title of person signing

CONTRACTOR

S&T Electrical Contractors Limited

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.

DEFINITIONS

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

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

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

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

GC 3.8 LABOUR AND PRODUCTS

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

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

GC 5.3 PROGRESS PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

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

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, 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*.

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

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

GC 12.2 WAIVER OF CLAIMS

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

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

GC 12.3 WARRANTY

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

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-190

STREET ASSUMPTIONS: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of October, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-190

1. BLACK ROAD

PIN 31505-0149 (LT)

PART OF LOT 22, RCP H735 TARENTORUS DESIGNATED AS PARTS 1 & 2 1R-13425;
S/T EASEMENT IN GROSS OVER PART 2 1R13425 AS IN AL10163; CITY OF SAULT
STE. MARIE

2. SUNSET DRIVE

PIN 31611-0293 (LT)

SUNSET DRIVE, PLAN 1M591; SUBJECT TO AN EASEMENT IN GROSS AS IN AL8558;
CITY OF SAULT STE. MARIE

3. LAMVIL COURT

PIN 31611-0295 (LT)

LAMVIL COURT, PLAN 1M591; SUBJECT TO AN EASEMENT IN GROSS AS IN AL8558;
CITY OF SAULT STE. MARIE

4. EAST BALFOUR STREET

(a) PIN 31593-0643 (LT)

PART LOT 1 RCP H730 KORAH, PART 1 1R13644; CITY OF SAULT STE. MARIE

(b) PIN 31593-0645 (LT)

PART LOT 1 RCP H730 KORAH, BEING PT 4 1R13644; CITY OF SAULT STE. MARIE

(c) PIN 31593-0647 (LT)

PART LOT 1 RCP H730 KORAH, PART 7 1R13644; CITY OF SAULT STE. MARIE

(d) PIN 31593-0649 (LT)

PT LT 1 RCP H730 KORAH, BEING PT 10 1R13644; CITY OF SAULT STE. MARIE

(e) PIN 31593-0651 (LT)

PART LOT 1 RCP H730 KORAH, PART 14 1R13644; CITY OF SAULT STE. MARIE

5. DACEY ROAD

PIN 31485-0254 (LT)

PT LT 31 REGISTRAR'S COMPILED PLAN H708 RANKIN LOCATION DES AS PT 2 PL 1R13084; CITY OF SAULT STE. MARIE

6. PEOPLES ROAD

PIN 31584-0128 (LT)

FIRSTLY: PT LT 23 RCP H656 KORAH AS IN T134495; SECONDLY: PT SEC 25 KORAH BEING THE W 33 FT TRAVELLED RD BTN THIRD BASE LINE RD & THE ELY EXT OF THE SLY LIMIT OF THE ALGOMA CENTRAL RAILWAY (PCL 228 ACRL), AKA PEOPLE'S RD; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-191

PARKING: (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

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

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

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

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of October, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A"

Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Brian Ford	104
David Hopkinson	105
Nathaniel Louttit	106
Sean Miller	107
Timothy Moreland	108
Arian Finlayson	109
Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133
Cody Poirier	134
Jordan Gregorini	135
Michael Steinburg	136
Marc Flumian	137
Michael Heptbourne-Fletcher	138

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-192

PROPERTY: (MAP 40) A by-law to declare the City owned property legally described as PIN 31575-0160 (LT) PT LT 159 PL 727 KORAH AS IN T436131; SAULT STE. MARIE being civic 206 Cathcart Street, as surplus to the City's needs and to authorize the disposition of the said property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

Schedule "A" hereto forms 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 13th day of October, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



Subject Property

MAP TITLE

MAP PURPOSE/DESCRIPTION

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

 Parcel Fabric

0 5 10 20 Meters



1:1,000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-193

PROPERTY SALE: (PR1.96) A by-law to authorize the sale of surplus property being civic 88 Goulais Avenue, legally described in PIN 31592-0211 (LT) to Carmen Muto Plumbing and Heating Inc.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Carmen Muto Plumbing and Heating Inc. 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 13th day of October, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

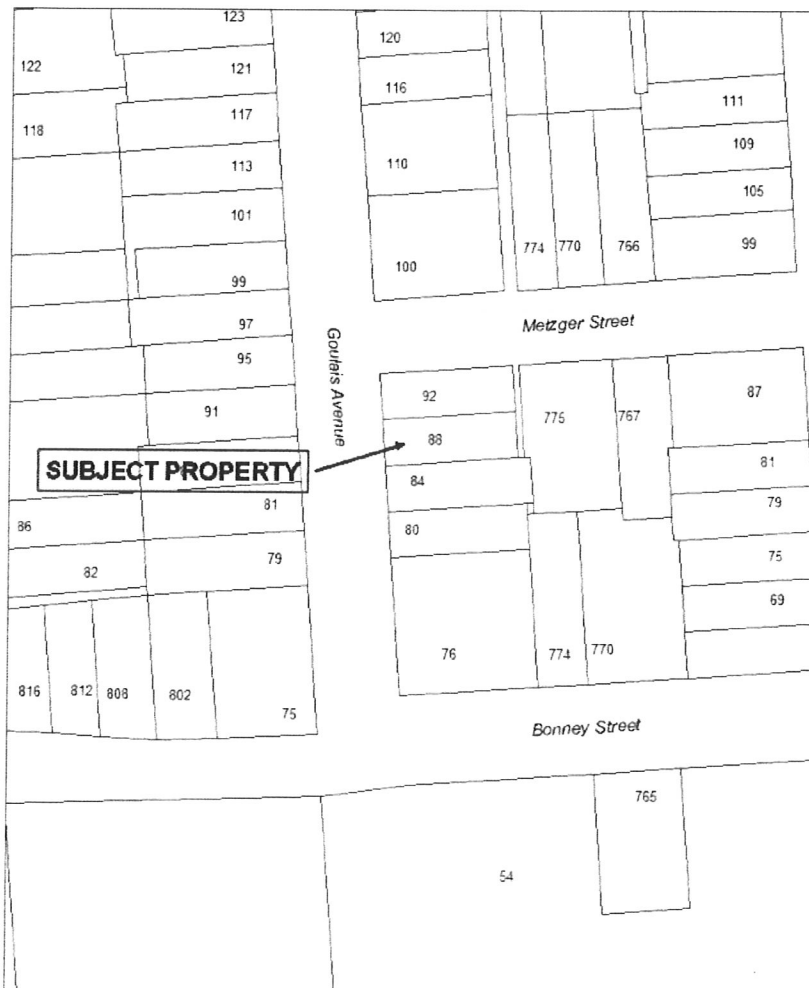
SCHEDULE "A" TO BY-LAW 2020-193

PURCHASER: CARMEN MUTO PLUMBING AND HEATING INC.

ADDRESS: 88 GOULAIS AVENUE, SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31592-0211 (LT)
LT 6 BLK 12 PL 1751 KORAH; SAULT STE. MARIE

CONSIDERATION: SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-194

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 62 Sherbrook Drive (R&J Holdings Inc. c/o Ronald Champagne).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **62 SHERBROOK DRIVE; LOCATED ON THE EAST SIDE OF THE UNOPENED SHERBROOK DRIVE ROAD ALLOWANCE APPROXIMATELY 43M NORTH OF ITS INTERSECTION WITH THE UNOPENED FAIRVIEW AVENUE ROAD ALLOWANCE; CHANGE FROM R4 TO R3**

The zone designation on the lands having civic address 62 Sherbrook Drive shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 96/1-110 of Schedule "A" to By-law 2005-150 is changed from R4 (Medium Density Residential) zone to R3 (Low Density Residential) zone.

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

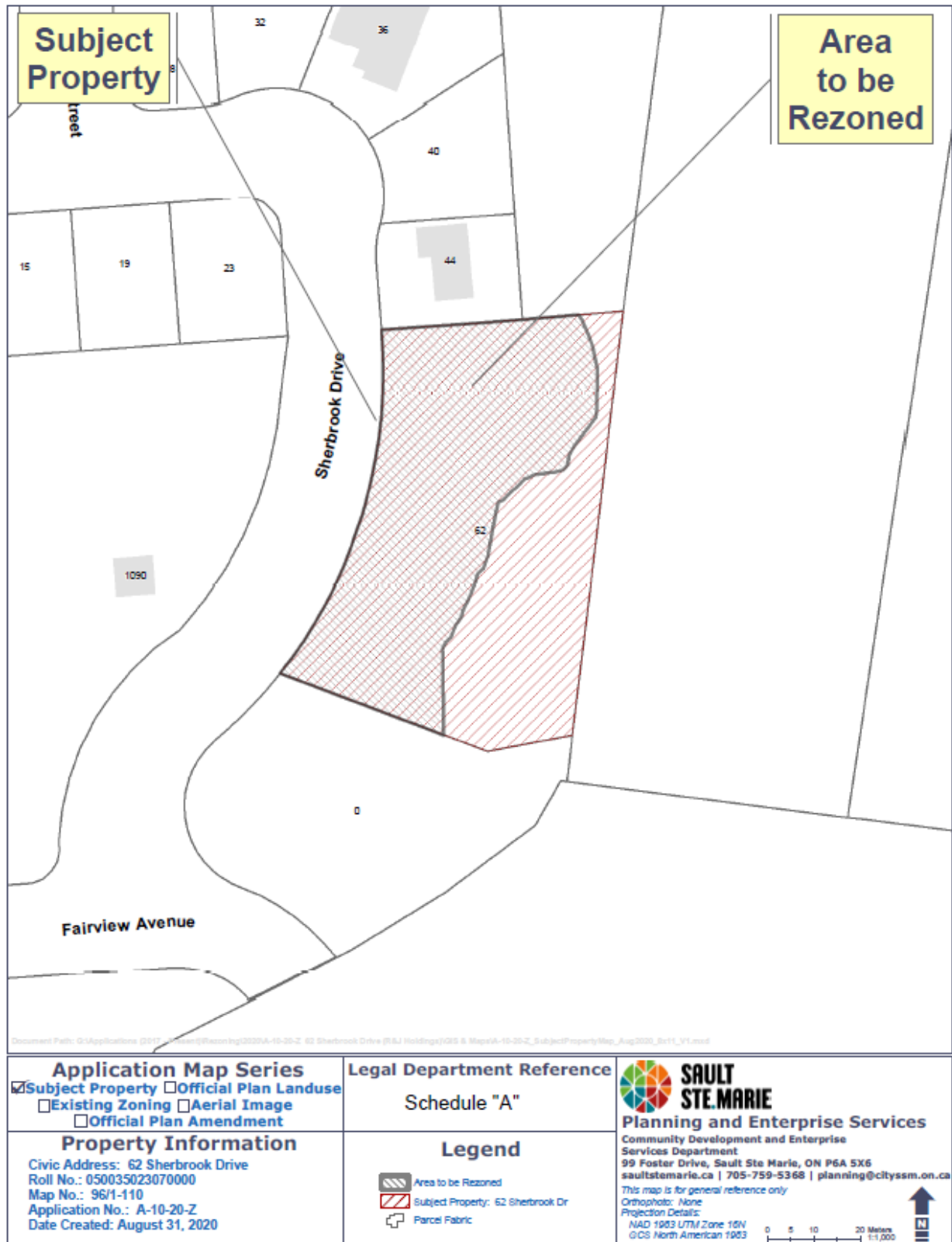
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 13th day of October, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-194



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-195

ZONING: A by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 1102 Fourth Line West (Avery Construction Limited c/o Amanda Williams).

WHEREAS on September 28, 2020, the Council for the City approved the Report of the Senior Planner dated September 28, 2020 (the “Report”) concerning Application No. A-11-20-Z (the “Application”) which Report recommended that City Council approve the Application which sought the removal of the Holding Provision against a part of the Lands, which Subject Property was identified and marked as the “Subject Property” on the Subject Property Map attached as Map 508 to the said Report;

AND WHEREAS the Council for the City is empowered to enact this By-law by virtue of the provisions of Section 36 of the *Planning Act*, R.S.O. 1990, c. P.13;

AND WHEREAS notice of removal of the Holding Provision has been provided in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P.13;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 36 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **REMOVAL OF THE HOLDING PROVISION – PART OF LANDS COMPRISING 1102 FOURTH LINE WEST**

- (a) Holding “H” Provision be removed from the Subject Property, which lands are outlined and marked as the “Subject Property” on Map 508 attached hereto as Schedule “A” to this By-law.
- (c) City Zoning By-laws 2005-150 and 2005-151 are hereby amended to give effect to the foregoing and shall in all other respects remain in full force and effect.

2. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie, authorized and in force on the day of the passing of this by-law.

4. **EFFECTIVE DATE**

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

PASSED in Open Council this 13th day of October, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2020-195



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-196

TRAFFIC: (T2) A by-law to amend Schedule “F” and Schedule “H” of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE “F” OF BY-LAW 77-200 AMENDED

Schedule “F” of By-law 77-200 is amended by adding the following:

INTERSECTION	DIRECTION OF TRAFFIC	STOP STREET
“Illinois Avenue & Texas Avenue	easterly	Illinois Avenue”

2. SCHEDULE “H” OF BY-LAW 77-200 AMENDED

Schedule “H” of By-law 77-200 is amended by deleting the following:

INTERSECTION	DIRECTION OF TRAFFIC	YIELD STREET
“Illinois Avenue & Texas Avenue	Easterly	Illinois Avenue”

3. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 13th day of October, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-197

AGREEMENT: (R1.41) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2020.

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 Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, a copy of which is attached as Schedule "A" hereto. This Agreement is for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2020.

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 13th day of October, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LICENSE AGREEMENT

BETWEEN:

The City of Sault Ste. Marie (the "**LICENSOR**")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of National Defence (the "**LICENSEE**")

WHEREAS the LICENSOR is the owner of a property located at Sault Ste. Marie Boardwalk (Hub Trail) in the Province of Ontario (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of Remembrance Day Ceremony Gun Salute.

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use The Sault Ste. Marie Boardwalk (Hub Trail) in the vicinity of the Roberta Bondar Pavilion, the Premises for the purpose of conducting a Ceremonial Gun Salute as part of the Remembrance Day Ceremony. In order to satisfy all safety criteria for this event, the gun shall be placed on the Boardwalk (Hub Trail) between the Roberta Bondar Pavilion and the Delta Hotel. The safety area and gun shall be cordoned off from public access during the conduct of the Gun Salute.

2. TERM

The term of this agreement shall be from 11 0900 November 2020 until 11 1200 November 2020.

3. LICENSE FEE

Total consideration for the use of the Premises is \$1.00, and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR’S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to “force majeure”, which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, including the laws of Canada.

IN WITNESS WHEREOF this agreement has been executed by The City of Sault Ste. Marie and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence.

SIGNED, SEALED AND DELIVERED
in the presence of

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF NATIONAL
DEFENCE**

Witness
Printed Name: _____

Per: _____
Name: Maj. S. Sangarapillai Date
Title: Officer Commanding
RP Ops Section Toronto

SIGNED, SEALED AND DELIVERED
in the presence of

Witness
Printed Name: _____

Per: _____
Print Name: _____ Date
Title: _____
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-198

REGULATIONS: (R1.41) A by-law to exempt Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment), while using the Hub Trail Boardwalk, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **BY-LAW 2008-168 AMENDED**

Despite the provisions of By-law 2008-168, Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment) may be allowed to discharge a firearm on the Hub Trail Boardwalk for a Remembrance Day Ceremony Gun Salute in support of the annual Remembrance Day commemoration on November 11, 2020.

2. **BY-LAW 80-200 AMENDED**

Despite the provisions of By-law 80-200, Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment) may be allowed to discharge a firearm on the Hub Trail Boardwalk for a Remembrance Day Ceremony Gun Salute in support of the annual Remembrance Day commemoration on November 11, 2020.

3. **EFFECTIVE DATE**

This by-law is effective on the date of its passing.

PASSED in Open Council this 13th day of October, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI