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

Monday, May 10, 2021
4:30 pm
Video Conference

Pages

1. **Adoption of Minutes** 14 - 28

Mover Councillor M. Bruni
Seconder Councillor M. Shoemaker
Resolved that the Minutes of the Regular Council meeting of April 26, 2021 be approved.

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

3. **Declaration of Pecuniary Interest**

4. **Approve Agenda as Presented**

Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that the Agenda for May 10, 2021 City Council meeting as presented be approved.

5. **Proclamations/Delegations**

5.1. **Personal Support Workers Day** 29 - 29

5.2. **Menstrual Health Day** 30 - 30

5.3. **Falun Dafa Day** 31 - 31

5.4. **May is Museum Month** 32 - 32

5.5. Asian Heritage Month 33 - 33

5.6. Brain Tumour Awareness Month 34 - 34

5.7. PUC Services Inc. – Sault Smart Grid 35 - 42

Jim Boniferro, Chair and Robert Brewer, President, Chief Executive Officer

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that all the items listed under date May 10, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1. Tender for Vacuum Truck – Public Works 43 - 45

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker
Resolved that the report of the Manager of Purchasing dated May 10, 2021 concerning Tender for Vacuum Truck be received and that the tender for the supply and delivery of one (1) vacuum body tandem truck as required by Public Works and Engineering Services be awarded to TMS Truck Centre at their tendered price of $521,834.00 plus HST.

6.2. Tenders for Equipment Purchase – Public Works 46 - 52

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that the report of the Manager of Purchasing dated May 10, 2021 concerning Tenders for Equipment Purchase be received and that the tenders for the supply and delivery of seven (7) various pieces of equipment be awarded as follows:

One (1) Portable Asphalt Hot Box to Johnstone Brothers Equipment – $41,495.00

One (1) Sidewalk Sander to FST Canada Inc. (o/a Joe Johnson Equipment) – $16,500.00

Three (3) ½-Ton Pickup Trucks to Maitland Ford Lincoln – $111,015.00 (Licencing Extra)

One (1) Brush Chipper to Vermeer Canada – $97,300.00

One (1) 60-inch Riding Mower to Northshore Tractor – $23,000.00

for the total amount of $294,401.86 including non-rebateable HST.

6.3. Property Taxes on Vested Properties 53 - 55

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that the report of the Manager of Taxation dated May 10, 2021 concerning Property Taxes on Vested Properties be received and that the tax records be amended pursuant to section 354 of the *Municipal Act*.

6.4. Appointment of Municipal Auditor 56 - 57

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

The relevant By-law 2021-85 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5. Economic Development Fund Commitment Cancellations 58 - 60

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that the report of the Chief Financial Officer and Treasurer dated May 10, 2021 concerning the cancellation of various Economic Development Fund (EDF) commitments be received and that the uncommitted funds be put to the Community Development Fund – Economic Development stream for current priorities.

6.6. Open Data 61 - 64

A report of the Manager of Information Technology is attached for the information of Council.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that the report of the Manager of Information Technology dated May 10, 2021 concerning Open Data plan and strategy be received as information.

6.7. Cultural Financial Assistance Grant – Downtown Association 65 - 66

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 May 10, 2021 concerning Cultural Financial Assistance Grant – Downtown Association be received and that the recommendation of the Cultural Vitality Committee to allocate $10,000 towards the project be approved.

6.8. Ontario Heritage Act – Part IV Designation of Wawanosh Monument

67 - 75

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 May 10, 2021 concerning *Ontario Heritage Act – Part IV* Designation of Wawanosh Monument be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate the Wawanosh Monument under the Part IV of the *Ontario Heritage Act* be approved.

6.9. May is Museum Month 2021

76 - 77

A report of the Curator, Ermatinger Clergue National Historic Site is attached for the information of Council.

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker
Resolved that the report of the Curator, Ermatinger Clergue National Historic Site dated May 10, 2021 be received as information.

6.10. Firearms By-law Exemptions Ermatinger Clergue National Historic Site

78 - 79

A report of the Curator, Ermatinger Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2021-89 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11. Mark Street Reconstruction

80 - 81

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

The relevant By-laws 2021-96 and 2021-97 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12. 2021 Aqueduct Repairs 82 - 85

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

The relevant By-law 2021-95 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13. 2021 Ditching Program 86 - 89

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that the report of the Director of Public Works dated May 10, 2021 concerning Public Works 2021 Ditching Program be received as information.

6.14. Sackville Yard Watermain Project – Use of Operational Budget 90 - 91

A report of the Area Coordinator, Wastewater is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that the report of the Area Coordinator, Wastewater dated May 10, 2021 concerning Sackville Yard Watermain Project be received, and that utilizing the operations budget to offset costs of labour, equipment and asphalt for the watermain installation project through the Sackville Yard be approved.

6.15. Court Security and Prisoner Transportation Agreement 92 - 94

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

The relevant By-law 2021-91 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16. Frank Cowan Insurance – Indemnity and Non-Accumulation of Limits agreements 95 - 96

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

The relevant By-laws 2021-86, 2021-87 and 2021-88 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17. Memorandum of Settlement – SSM Professional Firefighters Association Local 529 97 - 106

A report of the Director of Human Resources is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that the report of the Director of Human Resources dated May 10, 2021 concerning Memorandum of Settlement – SSM Professional Firefighters Association Local 529 be received and that the attached Memorandum of Settlement be ratified.

7. Reports of City Departments, Boards and Committees

7.1. Administration

7.2. Corporate Services

7.3. Community Development and Enterprise Services

7.3.1. Downtown Plaza Update 107 - 184

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 10, 2021 concerning development of the downtown plaza be received and that Council authorize an additional $1,472,068 in funding to come from the Community Growth Initiatives line item in 2022, 2023 and 2024;

Further that Council approve the plaza development with a total project cost of $8,447,068 with a total City contribution of $5,347,068 and expected annual operating costs of $265,000;

Further that Council authorize staff to finalize the construction drawings and issue a tender for the construction of the downtown plaza with the plaza construction cost and fees estimated to be $7,844,000;

Further that Council confirms that the City will be responsible for any cost overruns in the project or any shortfall in fundraising.

7.4. Public Works and Engineering Services

7.5. Fire Services

7.6. Legal

7.7. Planning

7.7.1. A-4-21-Z 2176 Queen Street East (Ruscio Masonry and Construction Limited 185 - 210

c/o Dave Ruscio)

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that the report of the Planner dated May 10, 2021 concerning rezoning application A-4-21-Z be received and that Council rezone 2176 Queen Street East from General Commercial Zone (C4.S162) with Special Exception 162 to General Commercial Zone (C4.S162 amended) with an amended "Special Exception" to Block A therein only, in addition to those uses permitted in a C4 zone save for accommodation services, day care facilities, nursing and residential care facilities, residential dwellings, on the subject property:

- Permit a personal storage facility without the requirement that such facility be in association with a motor vehicle sales and parts dealer;
- Establish any building shall be set back a minimum of 8m from the west lot line and 10m from the rear lot line;
- Permit a visually solid fence as a component that may be used to visually screen outdoor storage areas; and
- Prohibit any automobiles, boats or recreational vehicle that are wrecked, dismantled or inoperative.

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

7.7.2. A-7-21-Z Proposed Zoning Amendment for Outdoor Seasonal Patios

211 - 225

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger
Resolved that the report of the Planning Director dated May 10, 2021 concerning zoning amendment A-7-21-Z – outdoor seasonal patios be received and that Council amend the zoning by-law as follows:

1. Seasonal outdoor patios are defined as not intended for year-round operation and which operate less than 200 days each year.
2. Seasonal outdoor patios do not require any additional parking.
3. Up to 25% of other required parking may be used for a seasonal outdoor patio provided that it does not abut a residentially zoned property. All required barrier free parking spaces must be maintained.

And that the Legal Department be requested to prepare the necessary by-

law(s) to effect the same.

7.7.3. A-8-21-Z-OP 57T-21-503 249 Old Garden River Road and 260 Millcreek Drive (Fremlin) 226 - 290

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker
Resolved that the report of the Senior Planner dated May 10, 2021 concerning rezoning and official plan amendment application A-8-21-Z.OP and draft plan of subdivision application 57T-21-503 be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 232 by way of a map change to redesignate the subject properties from ‘Institutional’ to ‘Residential' on Land use Schedule C. Furthermore, that Council approve a notwithstanding clause to Policy HO.6, to waive the requirement that at least 30% of all dwelling units be affordable.
2. That Council approve the Draft Plan of Subdivision dated January 18, 2021 subject to the conditions to Draft Approval attached as Appendix A.
3. That Council rezones the subject properties in the following manner, as shown on the attached Draft Plan dated January 18, 2021:
    a. That Lots 38 to 54 be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3).
    b. That Block 56 be rezoned from Institutional Zone (I) to Parks and Recreation Zone (PR)
    c. That Lots 1-37 and Blocks 57 and 58 be rezoned from Institutional Zone (I) to Single Detached Residential Zone (R2)

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

7.7.4. A-9-21-Z.OP 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio) 291 - 303

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 May 10, 2021 concerning rezoning and official plan amendment application A-9-21-Z.OP be received and that Council approve Official Plan Amendment #233 to permit industrial uses on the subject property; and

Further that Council rezone 885 Second Line East from Rural Area (RA) Zone to Light Industrial (M1) Zone;

And that the subject property be deemed subject to site plan control as per 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

7.8.1. PUC Services Inc. – Shareholder

304 - 308

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger
Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on a resolution of the shareholder of PUC Services Inc.

7.8.2. Boards and Committees of Council Review

309 - 310

A report of the Deputy City Clerk is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that the report of the Deputy City Clerk dated May 10, 2021 concerning Boards and Committees of Council Review be received and that the City Clerk, Deputy City Clerk, City Solicitor, Deputy CAO, Community Development and Enterprise Services, Manager of Recreation and Culture, _____, _____, and _____ be appointed to the Boards and Committees Review Task Force.

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

8.1. Re-opening of Outdoor Rink – Mike Zuke Park

Mover Councillor M. Scott

Seconder Councillor M. Shoemaker
Whereas Sault Ste. Marie has a long and storied history of hockey throughout the community; and

Whereas in the past year the importance of outdoor activities, for both physical and mental health, has increased due to the ongoing COVID 19 pandemic; and

Whereas there is an increased demand for access to these activities across the city, specifically for an outdoor rink in Ward 5; and

Whereas the legacy of one of Sault Ste. Marie's most selfless individuals should continue to be honoured in a way that is most fitting

Now Therefore Be It Resolved that Council direct Staff to include the reopening and operation of a community outdoor rink at Mike Zuke Park in the 2022 budget for Council's consideration.

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 May 10, 2021 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 2021-85 (Finance) Appointment KPMG Auditor 311 - 311

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-85 being a by-law to to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie be passed in open Council this 10th day of May, 2021.

11.1.2. By-law 2021-86 (Agreement) Insurance Non-Accumulation of Limits 312 - 315

A report from the Risk Manager is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-86 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Non-Accumulation of Limits be passed in open Council this 10th day of May, 2021.

11.1.3. By-law 2021-87 (Agreement) Indemnity Transit 316 - 320

A report from the Risk Manager is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-87 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement Transit be passed in open Council this 10th day of May, 2021.

11.1.4. By-law 2021-88 (Agreement) Indemnity Agreement Fleet 321 - 325

A report from the Risk Manager is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-88 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement Fleet be passed in open Council this 10th day of May, 2021.

11.1.5. By-law 2021-89 (Exemption Noise and Firearms By-laws) Ermatinger Clergue 326 - 326

A report from the Curator Ermatinger Clergue National Historic Site is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-89 being a by-law to exempt the Ermatinger●Clergue National Historic Site, 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 10th day of May, 2021.

11.1.6. By-law 2021-90 (Zoning) 883 Trunk Road (1584920 Ontario Inc./Whalen) 327 - 329

Council report was passed by Council resolution on April 26, 2021.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-90 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 883 Trunk Road (1584920 Ontario Inc. c/o Christine Whalen) be passed in open Council this 10th day of May, 2021.

11.1.7. By-law 2021-91 (Agreement) Court Security and Prisoner Transportation 330 - 355

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-91 being a by-law to authorize the execution of the Agreement between the Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding for court security and prisoner transport until December 31, 2021 be passed in open Council this 10th day of May, 2021.

11.1.8. By-law 2021-93 (Agreement) Foundation Restoration Repair Ermatinger 356 - 486

Council Report was passed by Council Resolution on April 12, 2021.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-93 being a by-law to authorize the execution of the Agreement between the City and 818185 Ontario Inc. o/a Robertson Restoration for foundation restoration repair at the Ermatinger-Clergue National Historic Site be passed in open Council this 10th day of May, 2021.

11.1.9. By-law 2021-94 (Agreement) Roof Replacement Roberta Bondar Park 487 - 605

Council Report was passed by Council Resolution on April 12, 2021.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-94 being a by-law to authorize the execution of the Agreement between the City and Maverick & Son Exteriors and Consulting Services Inc. for roof replacement at Roberta Bondar Park be passed in open Council this 10th day of May, 2021.

11.1.10. By-law 2021-95 (Agreement) Avery Construction Limited Aqueduct Repairs Central Street and Farwell Terrace (Contract 2021-4E) 606 - 608

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-95 being a by-law to authorize the execution of the contract between the City and Avery Construction Limited for the aqueduct partial replacements for Central Street and Farwell Terrace (Contract 21-4E) be passed in open Council this 10th day of May, 2021.

11.1.11. By-law 2021-96 (Agreement) Trimount Construction Group Inc. Mark Street Reconstruction (Contract 2021-2E) 609 - 611

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-96 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Mark Street be passed in open Council this 10th day of May, 2021.

11.1.12. By-law 2021-97 (Temporary Street Closing) Mark Street Reconstruction 612 - 612

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger
Resolved that By-law 2021-97 being a by-law to permit the temporary closing of Mark Street between Churchill Boulevard and Lake Street from May 15, 2021 to November 30, 2021 be passed in open Council this 10th day of May, 2021.

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

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

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

13. Closed Session

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that this Council proceed into closed session as the shareholder to consider one item – Sault Ste. Marie Smart Grid.

(Municipal Act R.S.O. 2002 – section 239 (2) (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value)

14. Adjournment

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 26, 2021
4:30 pm
Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, D. McConnell, B. Lamming, C. Rumiel, J. Bruzas, V. McLeod, F. Coccimiglio, T. Vecchio, M. Zuppa

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1. Adoption of Minutes

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council meeting of April 12, 2021 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 Mayor C. Provenzano – Deeming By-law – Pineland Subdivision M241 (Colette Michel-Fall and Richard Fall)

Property owners are clients of law firm.

3.2 Mayor C. Provenzano – By-law 2021-77 (Subdivision Control) Lots 11 and 12 M241 Pinewood Subdivision (Colette Michel-Fall and Richard Fall)

Property owners are clients of law firm.

3.3 Councillor S. Hollingsworth – Sale of 352 Northland Rd. to Sal-Dan Developments Ltd.

Purchaser is a client.

3.4 Councillor S. Hollingsworth – By-law 2021-76 (Property Sale) 352 Northland Sale to Sal-Dan Developments Ltd.

Purchaser is a client.

3.5 Councillor M. Shoemaker – Sale of 352 Northland Rd. to Sal-Dan Developments Ltd.

Purchaser is a client of law firm.

3.6 Councillor M. Shoemaker – By-law 2021-76 (Property Sale) 352 Northland Sale to Sal-Dan Developments Ltd.

Purchaser is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

Resolved that the Agenda for April 26, 2021 City Council meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Motorcycle Awareness Month

5.2 Melanoma and Skin Cancer Awareness Month

5.3 Community Living Awareness Month

5.4 Children's Mental Health Week

5.5 Young Professionals Week

5.6 National Day of Mourning

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that all the items listed under date April 26, 2021 – Agenda item 6 – Consent Agenda save and except Agenda item 6.14 be approved as recommended.

Carried

6.1 First Quarter Financial Report – March 31, 2021

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Finance dated April 26, 2021 concerning the First Quarter Financial Report to March 31, 2021 be received as information.

Carried

6.2 Finance Committee – 2022 Budget Schedule

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated April 26, 2021 concerning 2022 Budget Schedule be received and that the recommendation of the Finance Committee for the 2022 Operating and Capital schedule be approved.

Carried

6.3 2021 Tax Policy and Rates

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

The relevant By-laws 2021-75, 2021-83, and 2021-84 are listed under item 11 of the Minutes.

6.4 2021 Property Tax Capping Options

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

The relevant By-law 2021-82 is listed under item 11 of the Minutes.

6.5 Tender for Ready-Mix Concrete

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated April 26, 2021 concerning Tender for Ready-Mix Concrete be received and that the tender submitted by Lafarge for the supply of

ready-mix concrete for the 2021 construction season commencing May 1, 2021 at the tendered pricing (HST extra) be approved.

Carried

6.6 Tender for Asphalt

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 April 26, 2021 concerning Tender for Asphalt be received and that the tender submitted by Trimount Construction for the supply of asphalt for the 2021 construction season commencing May 1, 2021 at the tendered pricing (HST extra) be approved.

Carried

6.7 Tender for One (1) 10-Ton Rubber Tired Excavator

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 April 26, 2021 concerning Tender for One (1) 10-Ton Rubber Tired Excavation be received and that the tender for the supply and delivery of one (1) 10-ton rubber tired excavator as required by Public Works and Engineering Services be awarded to Construction Equipment Co. (Sault) Ltd. at their tendered price of $173,290.16 (including non-rebatable portion of HST) be approved.

Carried

6.8 Accessible Transit Wayfinding Pilot Project

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

The relevant By-law 2021-81 is listed under item 11 of the Minutes.

6.9 Professional Services – Assessment and Property Taxation Support for Sault Ste. Marie

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 April 26, 2021 concerning Professional Services – Assessment and Property Taxation Support for Sault Ste. Marie be received and that the provision of additional professional services associated with assessment

and taxation support for the City of Sault Ste. Marie and an upset limit of $76,565.00 (including the non-rebatable portion of the HST) by the Municipal Taxation Advisory Group for 2021 be approved on a single-source basis.

Carried

6.10 James Street Neighbourhood Strategy – 2021 Priorities

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner and Manager of Recreation and Culture dated April 26, 2021 concerning the James Street Neighbourhood Strategy – 2021 Priorities be received as information.

Carried

6.11 Financial Assistance for Sports Competitions – Olivia Starzomski

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Recreation and Culture dated April 26, 2021 concerning request for financial assistance be received and that the recommendation of the Parks and Recreation Advisory Committee to provide a financial assistance grant in the amount of $200 for Olivia Starzomski to attend the Canadian Olympic Trials on May 24 - 28, 2021 in Toronto, Ontario be approved.

Carried

6.12 Heritage Register – Listed Properties

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Recreation and Culture dated April 26, 2021 concerning Heritage Register – Listed Properties be received and that the Municipal Heritage Committee be authorized to conduct virtual information session(s) with property owners and report to City Council.

Carried

6.13 Millworks Centre for Entrepreneurship Overview and Lease Agreement

The report of the Manager of Enterprise Services and Millworks was received by Council.

The relevant By-law 2021-71 is listed under item 11 of the Minutes.

6.15 724 Bonney Street – Property Declared Surplus

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

The relevant By-law 2021-80 is listed under item 11 of the Minutes.

6.16 Deeming By-law – Pineland Subdivision M241 (Colette Michel-Fall and Richard Fall)

Mayor C. Provenzano declared a conflict on this item. (Property owners are clients of law firm.)

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

The relevant By-law 2021-77 is listed under item 11 of the Minutes.

6.17 Sale of 352 Northland Rd. to Sal-Dan Developments Ltd.

Councillor S. Hollingsworth declared a conflict on this item. (Purchaser is a client.)

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.

The relevant By-law 2021-76 is listed under item 11 of the Minutes.

6.14 Third Line Reconstruction

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

The relevant By-laws 2021-78 and 2021-79 are listed under item 11 of the Minutes.

Main Motion

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Design and Transportation Engineering dated April 26, 2021 concerning Third Line Reconstruction be received; and that

- Contract 2021-1E be awarded to Avery Construction Limited;
- PUC, Shaw Cable and Bell Canada be sole-sourced for their associated over-head utility relocation work;
- $881,789 be diverted from the MacDonald Avenue Storm Water Management Pond to this project.

Amendment:
Moved by: Councillor L. Dufour
Seconded by: Councillor L. Vezeau-Allen

Resolved that the main motion be amended by deleting the words "McDonald Avenue Storm Water Management Project" and inserting the words "a capital construction project to be determined".

	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

Motion as Amended

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Design and Transportation Engineering dated April 26, 2021 concerning Third Line Reconstruction be received; and that

- Contract 2021-1E be awarded to Avery Construction Limited;
- PUC, Shaw Cable and Bell Canada be sole-sourced for their associated over-head utility relocation work;
- $881,789 be diverted from a capital construction project to be determined to this project.

	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. 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-6-21-Z 883 Trunk Road (1584920 Ontario Inc. c/o Christine Whalen)

The report of the Planner was received by Council.

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Vezeau-Allen

Resolved that the Report of the Planner dated April 26, 2021 concerning Rezoning Application A-6-21-Z be received and that Council rezone 883 Trunk Road from Highway Zone (HZ) to

Highway Zone (HZ.S) with a special exception to, in addition to the uses permitted in an HZ zone:

- Permit retail trade on the subject property; and
- Reduce the required number of parking spaces from 25 to 19 spaces.

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

7.8 Boards and Committees

7.8.1 Tourism Board

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Resolved that Kelly Walker be appointed to the Tourism Board from April 26, 2021 to December 31, 2022.

	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

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date April 26, 2021 save and except By-laws 2021-76 and 2021-77 be approved.

Carried

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

11.1.1 By-law 2021-71 (1188004 Ontario Inc.) Millworks Portion of 83 Huron Street

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-71 being a by-law to authorize the execution of the Agreement between the City and 1188004 Ontario Inc. (Millworks) for the lease of a portion of the property at 83 Huron Street for the use of a small business incubation project be passed in open Council this 26th day of April, 2021.

Carried

11.1.2 By-law 2021-75 (Taxes) Tax Ratios

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-75 being a by-law to provide for the adoption of tax ratios be passed in open Council this 26th day of April, 2021.

Carried

11.1.5 By-law 2021-78 (Agreement) Third Line Reconstruction (Contract 2021-1E)

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-78 being a by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the reconstruction of Third Line East (Sault Area Hospital Entrance to Black Road) (Contract 2021-1E) be passed in open Council this 26th day of April, 2021.

Carried

11.1.6 By-law 2021-79 (Temporary Street Closing) Third Line East

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-79 being a by-law to permit the temporary closing of Third Line East between the Sault Area Hospital Entrance and Black Road from May 1, 2021 to November 30, 2021 be passed in open Council this 26th day of April, 2021.

Carried

11.1.7 By-law 2021-80 (Property Surplus) 724 Bonney Street

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-80 being a by-law to declare the City owned property legally described as PIN 31592-0236 (LT) LT 11-13 BLK 11 PL 1751 KORAH; PT LANE BLK 11 PL 1751 KORAH CLOSED BY T220708 PT 2 & 3 1R4853; SAULT STE. MARIE being civic 724 Bonney Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 26th day of April, 2021.

Carried

11.1.8 By-law 2021-81 (Agreement) Accessible Transit Wayfinding Agreement

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-81 being a by-law to authorize the execution of the agreement between the City and CNIB for the Accessible Transit Wayfinding Pilot Project be passed in open Council this 26th day of April, 2021.

Carried

11.1.9 By-law 2021-82 (Taxes) Tax Capping Options

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-82 being a by-law to end the application of Part IX of the *Municipal Act, 2001*, S.O. 2001 c. 25 to the Multi-Residential Property Class and Adopt Optional Tools for the purposes of administering limits for the commercial and industrial property classes be passed in open Council this 26th day of April, 2021.

Carried

11.1.10 By-law 2021-83 (Taxes) Final Tax Billing

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-83 being a by-law to provide for 2021 final tax billing be passed in open Council this 26th day of April, 2021.

Carried

11.1.11 By-law 2021-84 (Taxes) Tax Rates

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-84 being a by-law to provide for the adoption of property tax rates for 2021 be passed in open Council this 26th day of April, 2021.

Carried

11.1.3 By-law 2021-76 (Property Sale) 352 Northland Sale to Sal-Dan Developments Ltd.

Councillor S. Hollingsworth declared a conflict on this item. (Purchaser is a client.)

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-76 being a by-law to authorize the sale of surplus property being civic 352 Northland Road, legally described in PIN 31572-0139 (LT) to Sal-Dan Developments Limited be passed in open Council this 26th day of April, 2021.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth (Conflict)			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			X
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**9**	**0**	**2**

Carried

11.1.4 By-law 2021-77 (Subdivision Control) Lots 11 and 12 M241 Pinewood Subdivision (Colette Michel-Fall and Richard Fall)

Mayor C. Provenzano declared a conflict on this item. (Property owners are clients of law firm.)

Acting Mayor L. Vezeau-Allen assumed the Chair for this item.

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2021-77 being a by-law to deem not registered for purposes of subdivision control certain lots in the Pineland Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 26th day of April, 2021.

	For	Against	Absent
Mayor C. Provenzano (Conflict)			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**	**0**	**1**

Carried

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. Dufour

Resolved that this Council move into closed session to discuss one item concerning information supplied in confidence by the Province of Ontario;

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

Municipal Act R.S.O. 2002 – section 239 2 (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them

Carried

14. Adjournment

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS It is important to recognize all of the Personal Support Workers (PSWs) who are at the frontline of our healthcare system**;** and

WHEREAS PSWs have selflessly and tirelessly provided care to our community's most vulnerable through an extraordinary challenging year, a year made more precarious by the COVID-19 pandemic; and

WHEREAS They have given so much of themselves every day, sacrificing their own health, safety, time with their families, and even their own lives to ensure the safety and care of our seniors and the vulnerable; and

WHEREAS PSWs ensure that people in long term care facilities, or in their homes, are safe and cared for. Now, more that ever, we are thankful to our PSWs along with all health care workers on the frontlines caring for those who are affected by COVID-19; and

WHEREAS PSWs deserve our recognition and respect for everything they have done throughout the pandemic and the challenging working conditions they face every day:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **May 19th, 2021** as **"Personal Support Worker Day"** in Sault Ste. Marie and ask the community to celebrate the contributions PSWs make in our community.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS Menstrual Hygiene (MH) Day raises awareness of the challenges menstruators face in their ability to experience healthy periods with dignity. MH Day highlights the importance of proper menstrual hygiene through public education and advocacy; and

WHEREAS This day also raises awareness about the stigma surrounding periods and calls for menstrual equity by providing marginalized communities with access to free menstrual products; and

WHEREAS The continued support at the local, regional and national levels is helping break the silence and build awareness about the fundamental role that good menstrual hygiene management plays in the lives of people who menstruate; and

WHEREAS During this challenging time and every day, let us aim to be conscious of the needs of others, promote open dialogue to help counter taboos surrounding periods, learn new and creative ways to manage menstrual health issues and promote equitable access for hygiene needs and products:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, proclaim **May 28th, 2021** as **Menstrual Health Day** in Sault Ste. Marie and encourage support of organizations and individuals committed to raising awareness about the needs of the community through education and support to ensure the health and well-being of our communities are improved.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS Falun Dafa is an ancient Chinese cultivation practice of mind and body involving gentle exercises, meditation, and the guiding principles of truthfulness, compassion and tolerance; and

WHEREAS Since public teaching began in 1992, millions of people have experienced great improvements in their physical health and moral character; and

WHEREAS This year over 100 million people from over 100 countries across the world celebrate the 29th Anniversary of World Falun Dafa Day and stand united together for the freedom to practice without oppression and to live by the principles of Truthfulness, Compassion and Tolerance.

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **MAY 13th, 2021 as "WORLD FALUN DAFA DAY"** in Sault Ste. Marie.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS Throughout Sault Ste. Marie, museums, art galleries and heritage sites reflect our local history and culture, and contribute to our economy by welcoming visitors and tourists to our community; and

WHEREAS The 700 museums in Ontario continue to attract visitors to their respective communities – virtually, during the pandemic – and represent a valuable aspect of the education system with close to 80% of Ontario Museums offering programming linked to school curriculum, made possible by the efforts of 35,500 volunteers; and

WHEREAS This month helps increase awareness of museums, and celebrates the contributions these institutions make to quality of life, education and economic development; and

WHEREAS This year's theme: "The Future of Museums: Recover and Reimagine", highlights the evolution of museums to meet the challenges of today and emerge stronger for the future, and

WHEREAS May 18, 2021 is *International Museum Day* to celebrate museums that make their communities distinct and vibrant places to live, work, visit and invest:

NOW THEREFORE, I, Mayor Christian Provenzano, do hereby proclaim **May 2021** as **"May is Museum Month"** and encourage citizens to virtually visit our local museums through their websites and social media.

Signed,

Christian Provenzano
Mayor

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS In May 2002, the Government of Canada signed an official declaration to recognize May as Asian Heritage Month and;

WHEREAS Over the last two centuries, immigrants have journeyed to Canada from East Asia, Southern Asia, Western and Southeast Asia, representing many languages, ethnicities and religious traditions, and contributing to Canada's cultural mosaic;

WHEREAS Asian Heritage Month in Canada is an opportunity to learn about the accomplishments and contributions that Canadians of Asian origin continue to make to the growth and prosperity of Canada; and we also reflect on the trauma and Anti-Asian sentiments that require a shared commitment in undoing systemic Anti-Asian racism and discrimination:

NOW THEREFORE, I, Christian Provenzano, Mayor of the City of Sault Ste. Marie, do hereby proclaim **May 2021** as **Asian Heritage Month** and invite all members of the community to take part in events in our community and across Canada.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS The causes of and cure for brain tumours are unknown and early detection and treatment is vital to prolonged and improved survival; and

WHEREAS Brain tumours strike people of all ages crossing all economic, social and ethnic boundaries; and

WHEREAS Brain tumours are the most common cause of solid cancer death in children and young adults; and

WHEREAS Approximately 27 Canadians a day are diagnosed with a brain tumour; and

WHEREAS The mission of Brain Tumour Foundation of Canada is to reach every Canadian affected by a brain tumour through support, education, information and research:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby declare that **May** is **Brain Tumour Awareness Month** in the City of Sault Ste. Marie and **ask everyone to wear grey on May 27th, 2021** to raise awareness about brain tumours and to show support for those who have brain tumours.

Signed,

Christian Provenanzo
MAYOR

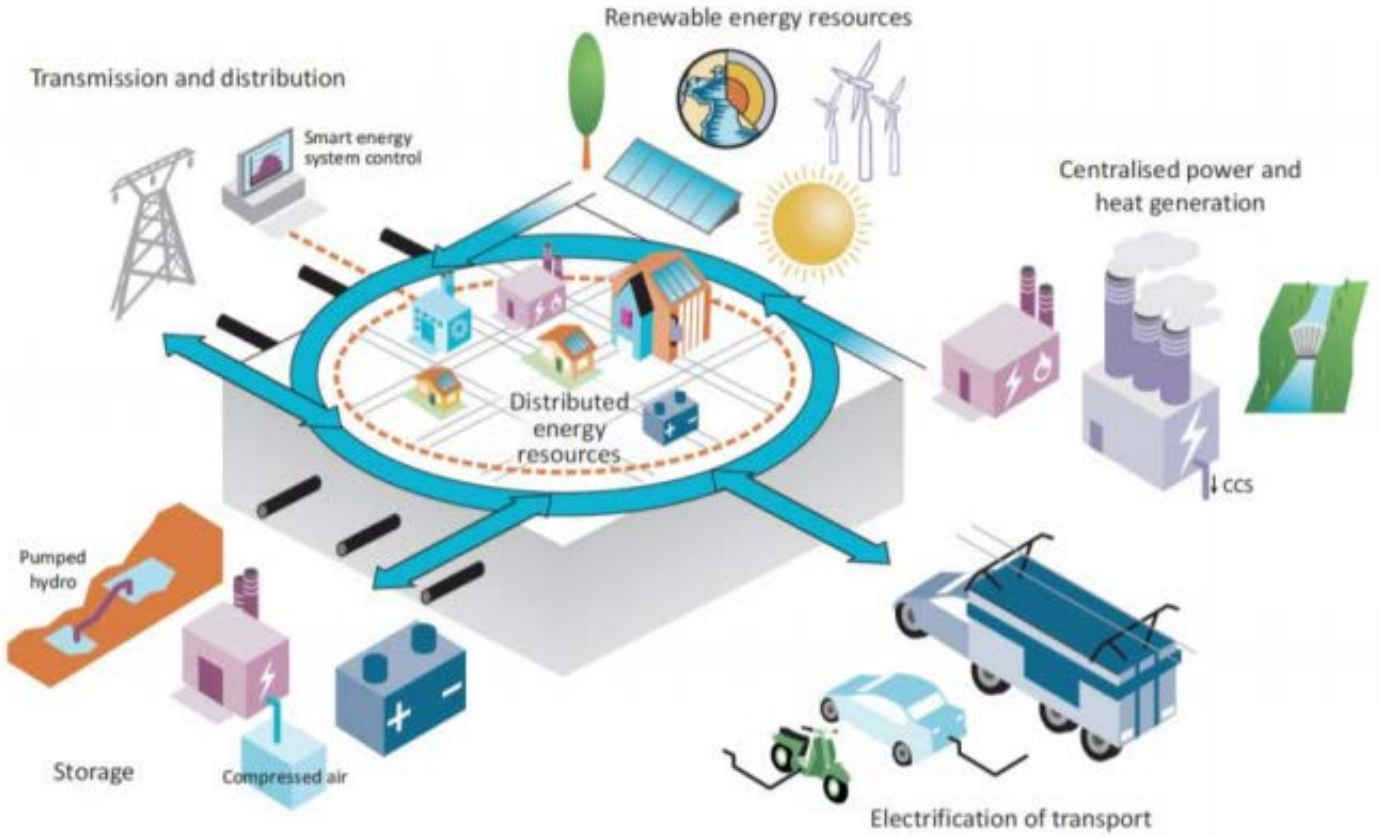


Sault Smart Grid

PUC Distribution

What is a Smart Grid?

- A System of Systems
- Digital & Integration
- Two-way flow of data & electricity



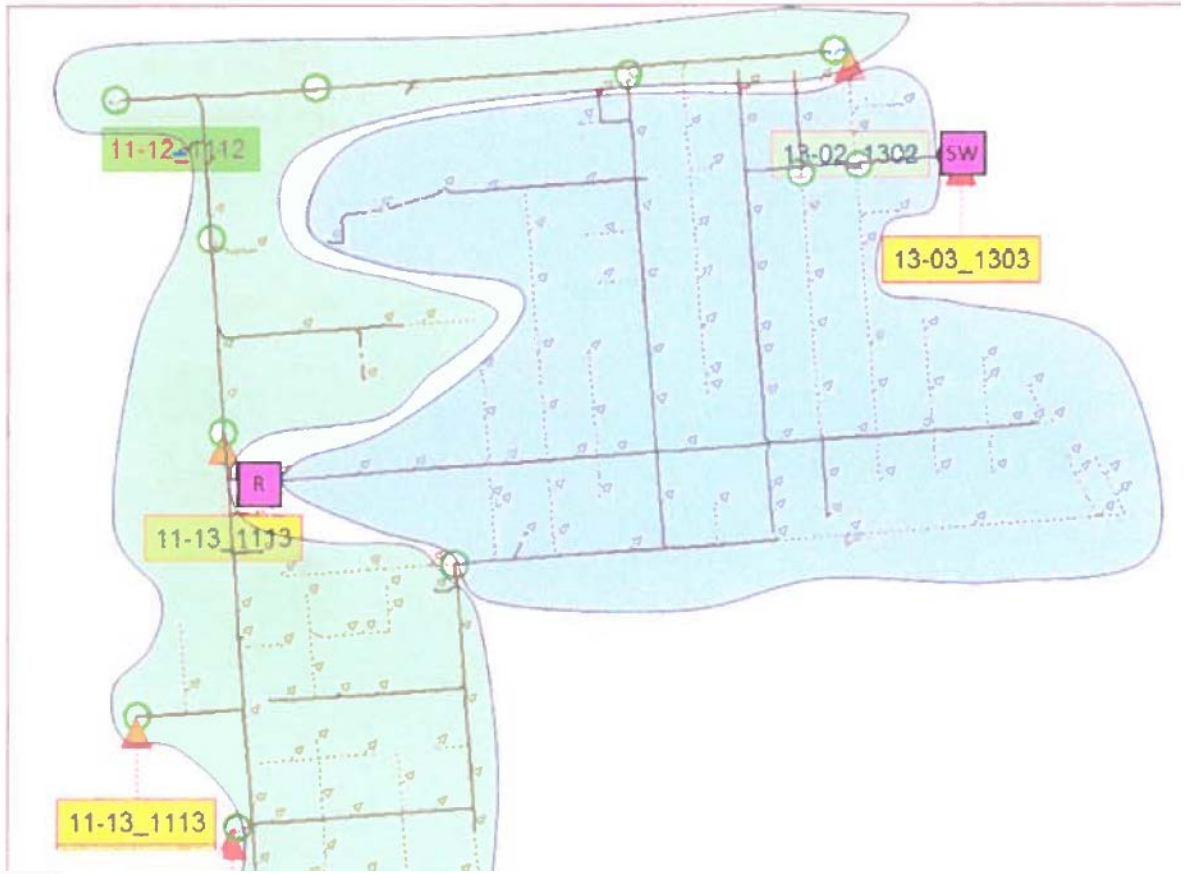
Volt-VAR Optimization (VVO)

- Reduce distribution voltage to reduce the customer's energy consumption, thereby reducing the customer's bill.
- Improve distribution system electrical efficiency and reduce system losses
- Project Estimate energy savings - $2.3M annual

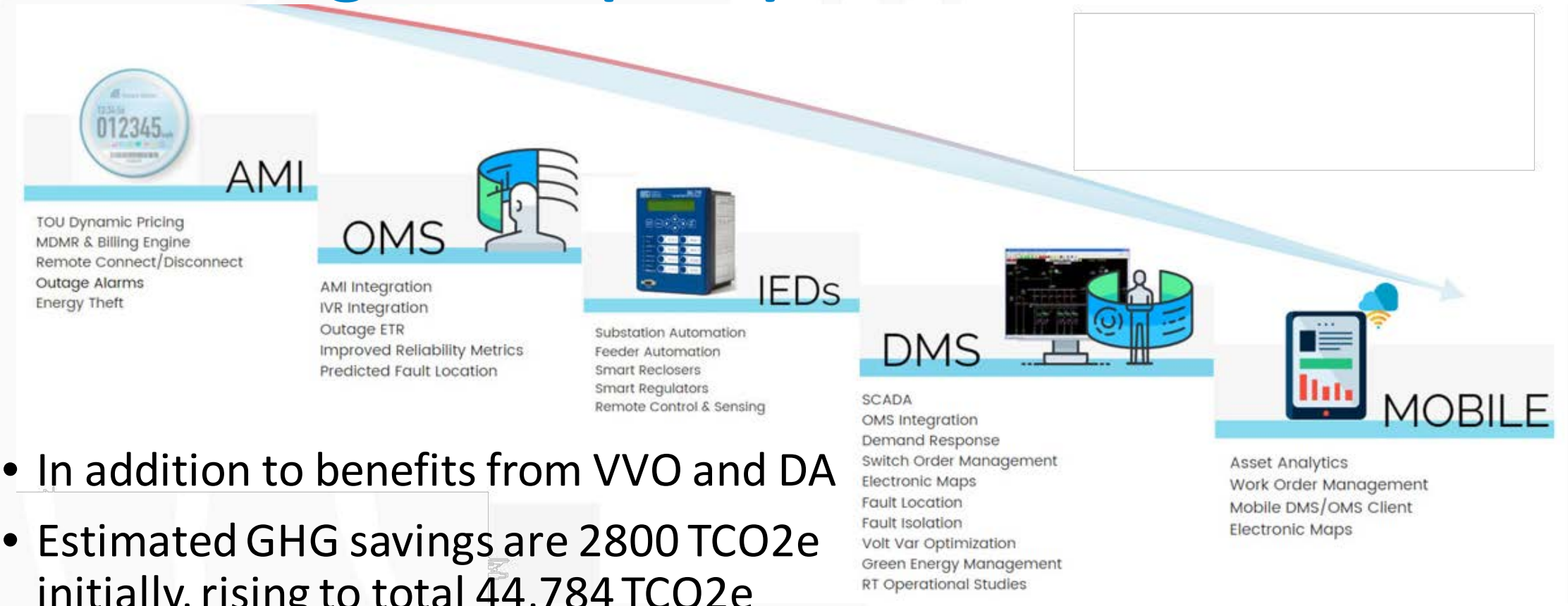


Distribution Automation (DA)

- Enhanced reliability through “self healing”.
- $33M 20yr NPV



AMI Integration (AMI)



- In addition to benefits from VVO and DA
- Estimated GHG savings are 2800 TCO2e initially, rising to total 44,784 TCO2e over 10 years

Sault Smart Grid Impact on our Customers

- The SSG Project will help our customers through reduction in energy consumption, reliability improvements and improved planning and data reporting systems.
- Reduces their monthly bill.
- Allows them to see a decrease in energy consumption of approx. 2.7 per cent.
- The projected annual net benefit to customers from the SSG Project will be $616,897

Sault Smart Grid – What's Next

- May – final approvals, OEB, Board(s), Shareholder
- May – Phase 1 Engineering Start (6-8 months)
- Later in 2021 – some early works start
- 2022 – bulk of construction
- Dec 31 2022 – Target Substantial Completion
- Spring 2023 – final commissioning/hit lists
- March 31, 2023 – NRCan C.A. end date



Thank you
Questions?

www.ssmpuc.com

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	**Karen Marlow, Manager of Purchasing**
DEPARTMENT:	Corporate Services
RE:	**Tender for One (1) Vacuum Truck – Public Works**

Purpose

Attached hereto for your information and consideration is the summary of the tenders received for the supply and delivery of one (1) Vacuum Body Tandem Truck required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. The Tender opening was conducted March 15, 2021 with the Deputy City Clerk in attendance.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered price, meeting specifications, has been indicated on the attached summary.

Financial Implications

The net expense for this equipment is $531,018.28 including non-rebatable portion of HST on tendered price.

Funding in the amount of $875,000.00 remains within Public Works Sanitary Sewer Surcharge Funds approved within 2021 Budget deliberations.

The tendered amount can be accommodated from within this allocation.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 05 10 be received and the recommendation that the tender for the supply and delivery of

one (1) Vacuum Body Tandem Truck as required by Public Works and Engineering Services be awarded to TMS Truck Centre at their tendered price of $521,834.00 plus HST be approved.

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION
2021 PWT Sanitary Sewer Surcharge Funds: $875,000

Received: March 15, 2021
File: 2021PWE-PWT-07-T

SUMMARY OF TENDERS
ONE (1) VACCUUM BODY TANDEM TRUCK

Firm	Option	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Joe Johnson Equipment Innisfil, ON		2021 Epoke SKE 8	80 w/days	1 yr 2 yr water pump 5 yr debris tank/vacuum devise/compressor 10 yr water tank	$551,897.00	Meets Specifications
TMS Truck Centre SSM, ON	Opt. 1	2022 Western Star 4700SB	290 w/days	1 yr 2 yr water pump 5 yr debris tank/vacuum devise/compressor 10 yr water tank	$521,834.00	Meets Specifications
TMS Truck Centre SSM, ON	Opt. 2	2022 Freightliner 114SD	290 w/days	1 yr 2 yr water pump 5 yr debris tank/vacuum devise/compressor 10 yr water tank	$507,379.00	Does not meet Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $531,018.28 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as TMS Truck Centre, Opt. 1, be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	**Karen Marlow, Manager of Purchasing**
DEPARTMENT:	Corporate Services
RE:	**Tenders for Equipment Purchase – Public Works**

Purpose

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of seven (7) various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. A public opening of the tenders was held March 15, 2021 with the Deputy City Clerk in attendance.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on their respective summaries attached.

Financial Implications

The total purchase price for the seven (7) equipment replacement units is $294,401.86 including non-rebatable HST.

Funding in the amount of $1,384,830.00 was approved within 2021 Capital Budget for Public Works Equipment.

The tendered amount can be accommodated from within this allocation.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 05 10 be received and the recommendation that the tenders for the supply and delivery of seven (7) various pieces of equipment be awarded as follows:

One (1) Portable Asphalt Hot Box	Johnstone Brothers Equip.	$ 41,495.00
One (1) Sidewalk Sander	FST Canada o/a JOE Johnson Equip.	$ 16,500.00
Three (3) ½-Ton Pickup Trucks	Maitland Ford Lincoln	$111,015.00 (Licencing Extra)
One (1) Brush Chipper	Vermeer Canada	$ 97,300.00
One (1) 60-inch Riding Mower	Northshore Tractor	$ 23,000.00
	Sum:	$289,310.00

for the total amount of $294,401.86 including non-rebatable HST be approved.

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION
2021 PWT Equipment Allocation: $1,384,830

Received: March 15, 2021
File: 2021PWE-PWT-02-T

SUMMARY OF TENDERS
ONE (1) 4-TON PORTABLE ASPHALT HOT BOX

Firm	Option	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Amaco Construction Equipment Mississauga, ON		2021 Falcon 4T1B	45 w/days	1 yr	$34,500.00	Does not meet specifications
Cubex Ltd. Branford, ON		2021 Novilco RCB4-AEM	100 w/days	1 yr	$42,667.20	Meets Specifications
Heat Design Equipment Inc. Kitchener, ON		2021 HDE 4THBR-7	55 w/days	2 yr/limited	$47,420.00	Does not meet specifications
Jade Equipment Co. Ltd. Oro-Medonte, ON		2021 Spaulding 4 ton RMV	125-145 w/days	1 yr	$45,900.00	Does not meet specifications
Johnstone Brothers Equipment Corp. Woodbridge, ON	Opt. 1	2021 KM International KM8000T	30 w/days	2 yr/limited	$41,495.00	Meets Specifications without dump
Johnstone Brothers Equipment Corp. Woodbridge, ON	Opt. 2	2021 KM International KM8000T	30 w/days	2 yr/limited	$49,075.00	Meets Specifications with dump

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $42,225.31 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as Johnstone Brothers Equipment Corp. Opt. 1, be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2021 PWT Equipment Allocation: $1,384,830

Received: March 15, 2021
File: 2021PWE-PWT-03-T

SUMMARY OF TENDERS
ONE (1) SIDEWALK SANDER

Firm	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Cubex Branford, ON	2020 Rasco RAS100	14 w/days	2 yr limited	$15,429.36	Does not meet specifications
FST Canada Inc. o/a Joe Johnson Equipment Innisfil, ON	2021 Epoke SKE 8	80 w/days	1 yr	$16,500.00	Meets Specifications
Jade Equipment Orillia, ON	2020 Epoke SKE 8	15 w/days	1 yr	$18,600.00	Meets Specifications
Service Rentals SSM, ON	2021 Epoke SKE 8	TBD	1 yr	$19,900.00	Meets Specifications
Work Equipment Courtland, ON	2021 Trackless TBS125	60 w/days	1 yr/600 hrs.	$16,999.00	Does not meet specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $16,790.40 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as FST Canada Inc., be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2021 PWT Equipment Allocation: $1,384,830

Received: March 15, 2021
File: 2021PWE-PWT-04-T

SUMMARY OF TENDERS
THREE (3) HALF TON PICKUP TRUCKS

Firm	Make & Model	Delivery	Warranty	Total Tendered Purchase Price per Unit (HST extra)	Remarks
Highland Ford Sault Ste. Marie, ON	2021 Ford F150	30 to 40 w/days	3 yr/60000 km	$40,056.00	Meets Specifications
Maitland Ford Lincon Sault Ste. Marie, ON	2021 Ford F150	60 w/days	3 yr/60000 km	$37,005.00 (licence fee extra)	Meets Specifications
Superior Chrysler Sault Ste. Marie, ON	2021 Ram 1500	200 w/days	3 yr/60000 km	$39,434.95 (licence fee extra)	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $112,968.86 including the non-rebatable portion of the HST. (Licencing extra)
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as Maitland Ford Lincoln, be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2021 PWT Equipment Allocation: $1,384,830

Received: March 15, 2021
File: 2021PWE-PWT-05-T

SUMMARY OF TENDERS
ONE (1) BRUSH CHIPPER

Firm	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Allan Fyfe Equipment Ltd. Concord, ON	2021 Carlton 2518	65 w/days	1 yr	$103,980.00	Meets Specifications
Service Rentals Sault Ste. Marie, ON	2021 BC1800XL Gas	50 w/days	1 yr	$102,100.00	Meets Specifications
Vermeer Canada Brampton, ON	2021 BC1800XL Gas	45 w/days	1 yr	$97,300.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $99,012.48 including the non-rebatable portion of the HST. (Licencing extra)
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as Vermeer Canada, be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2021 PWT Equipment Allocation: $1,384,830

Received: March 15, 2021
File: 2021PWE-PWT-05-T

SUMMARY OF TENDERS
ONE (1) 60" RIDING MOWER

Firm	Make & Model	Delivery	Warranty	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Northshore Tractor Echo Bay, ON	2021 Kubota F2690E	15 w/days	2 yr/1000 hrs.	$23,000.00	Meets Specifications
Turfcare Newmarket, ON	2021 Toro Groundmaster 3200	35 w/days	2 yr	$25,070.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $23,404.80 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as Northshore Tractor, be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	**Lisa Petrocco, CPA, CGA Manager of Taxation**
DEPARTMENT:	Corporate Services
RE:	Property Taxes on Vested Properties

Purpose
Staff is seeking Council approval to write-off property taxes on vested properties in the name of the City as required pursuant to Section 354 of the Municipal Act.

Background
A report was presented to Council on January 25, 2021 seeking approval to vest the following Unsold Tax Sale properties:

- 00000 Stevens Street 030-047-072-01
- 23 Blake Avenue 030-046-048
- 148 Dacey Road (Rear) 010-070-109

These properties have been vested in the name of City and require an adjustment of realty taxes pursuant to Section 354 of the Municipal Act. A summary is attached to this report.

Analysis
Not Applicable

Financial Implications
There is an annual budget allocation for tax write-offs. The decreased revenue of $45,848.57 can be accommodated within the existing budget allocation.

Strategic Plan / Policy Impact
Not applicable.

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

Resolved that the report of the Manager of Taxation dated 2021 05 10 concerning Property Taxes on Vested Properties be received and the recommendation that the tax records be amended pursuant to Section 354 of the Municipal Act be approved.

Respectfully submitted,



Lisa Petrocco, CPA, CGA
Manager of Taxation
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RECOMMENDATION TO STRIKE UNCOLLECTABLE TAXES OFF THE ROLL PURSUANT TO SECTION 354(4) OF THE MUNICIPAL ACT R.S.O. 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REALTY TAXES

DATE **10-May-21**

ROLL NUMBER	PROPERTY ADDRESS	REASON	TAX CLASS	CANCELLATION MUNICIPAL TAXES	CANCELLATION EDUCATION TAXES	TOTAL TAXES	INTEREST	TOTAL
			2015					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	973.50	134.06	1,107.56	665.41	1,772.97
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	18,267.17	-	18,267.17	12,337.18	30,604.35
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	41.06	5.66	46.72	24.96	71.68
			2016					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	980.83	135.36	1,116.19	670.59	1,786.78
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	1,416.76	195.52	1,612.28	1,088.89	2,701.17
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	39.51	5.45	44.96	24.02	68.98
			2017					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	737.04	94.87	831.91	499.80	1,331.71
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	678.15	80.86	759.01	512.62	1,271.63
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	96.93	6.04	102.97	55.00	157.97
			2018					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	730.97	90.10	821.07	236.50	1,057.57
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	664.50	81.79	746.29	208.55	954.84
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	62.37	6.55	68.92	19.66	88.58
			2019					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	740.22	85.33	825.55	112.67	938.22
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	713.64	82.20	795.84	107.47	903.31
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	74.18	6.96	81.14	10.07	91.21
			2020					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	735.32	81.09	816.41	12.75	829.16
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	749.10	82.62	831.72	12.84	844.56
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	71.14	7.34	78.48	1.19	79.67
			2021					
010-070-109-00	00148 Dacey Rd Rear	Property vested in favour of the City	RT	125.03	13.33	138.36	-	138.36
030-046-048-00	00023 Blake Ave	Property vested in favour of the City	RT	129.51	13.81	143.32	-	143.32
030-047-072-01	00000 Stevens St Rear	Property vested in favour of the City	RT	11.32	1.21	12.53	-	12.53
			Report Total	**$ 28,038.25**	**$ 1,210.15**	**$ 29,248.40**	**$ 16,600.17**	**$ 45,848.57**
010-070-109-00	00148 Dacey Rd Rear			5,022.91	634.14	5,657.05	2,197.72	7,854.77
030-046-048-00	00023 Blake Ave			22,618.83	536.80	23,155.63	14,267.55	37,423.18
030-047-072-01	00000 Stevens St Rear			396.51	39.21	435.72	134.90	570.62

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Shelley J. Schell CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT:	Corporate Services
RE:	Appointment of Municipal Auditor

PURPOSE

The purpose of this report is to seek Council approval of the one year extension of External Audit Services contract and appointment of the municipal auditor.

BACKGROUND

On September 15, 2015 Council approved the provision of External Audit Services to KPMG LLP for a five year period commencing with the 2015 year end with an additional two year extension by mutual agreement.

ANALYSIS

The Finance Committee met on April 21, 2021 and passed the following motion:

Moved by: A. Alkonsani
Seconded by: R. Niro

The Finance Committee recommends to Council to extend the appointment of KPMG LLP, the external municipal auditor for the City of Sault Ste. Marie and all its related Companies and Boards, for the fiscal year 2021.

FINANCIAL IMPLICATIONS

Fees of $147,200 plus HST will be billed for these services. The City will be responsible for fees of approximately $74,800 plus HST for the 2021 year end audit; with its Boards and Agencies responsible for the balance.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2021-85 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
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The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Shelley J. Schell CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT:	Corporate Services
RE:	Economic Development Fund Commitment Cancellations

PURPOSE

The purpose of this report is to seek Council approval to cancel Economic Development (EDF) commitments where funds are no longer required.

BACKGROUND

The EDF was created to support job creation support the increase of new tax assessment through investments and to support economic development projects. An annual budget allocation of $500,000 is provided in the operating budget to support the projects.

On November 30, 2020 Council approved the creation of the Community Development Fund (CDF), which included a new Economic Development Program stream. The previous EDF has now transitioned into the new CDF.

ANALYSIS

The EDF has provided funding for a multitude of economic development projects since its inception, many of which have leveraged City funding with other sources to increase outcomes. Not all projects reach fruition or attain the full utilization of the funds for the outcomes. Commitments to these projects should be cancelled to allow for current priorities. Appendix A provides a summary of the recommended commitments for cancellation in the amount of $1,068,247.30. All projects have been reviewed by the D-CAO, Community Development and Enterprise Services and are recommended for cancellation.

FINANCIAL IMPLICATIONS

Cancellation of projects where approved funding was not required or utilized will provide and additional $1,068,247.30 to assist with current CDF-Economic Development priorities.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2021 05 10 regarding the cancellation of various Economic Development Fund (EDF) commitments be received and that the uncommitted funds be put to the Community Development Fund-Economic Development stream for current priorities.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
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EDF Cleanup
December 31, 2020

APPENDIX A

	Date	Commitment	Utilized	Balance Remaining	EDF Year	Proponent	Notes
Gateway Project additional costs	3-Nov-05	223,007.32	194,870.87	28,136.45	2006		No activity on project with staff
Createch	12-Dec-17	200,000.00	88,600.00	111,400.00	2006	Createch	Createch are not advancing SSM project any further
Multi-modal initiative-EDC	20-Feb-06	100,000.00	94,367.39	5,632.61	2008	EDC	Project concluded
Deep Water Port	22-Feb-11	173,394.26	40,480.69	132,913.57	2008	City	
-Transportation Infrastructure Committee			20,501.16	(20,501.16)			
-CN Rail-Hearst			30,000.00	(30,000.00)			
-market assessment	6-Feb-12	50,000.00	45,738.16	4,261.84	2008		
SSM Harbour	29-Sep-14	300,000.00	90,890.49	209,109.51	2014	City	FedNor/NOHFC would not allow funds to be reprofiled into new project; new project must receive new applications
Community Outreach Initiative-Downtown Development	27-Jun-16	5,400.73		5,400.73	2009	City - Planning	
Lottery & Gaming Phase II	15-Dec-14	80,000.00	63,188.65	16,811.35	2010	EDC	No longer activity with Ec. Dev. staff on this project
Next Generation Lottery and Gaming	2-Dec-13	150,000.00	27,224.16	122,775.84	2013	SSMIC	Discussed with SSMIC - concluded
Innovation Centre-Pursuit Project/Lottery Modernization	13-Oct-15	250,000.00	134,469.48	115,530.52	2017	SSMIC	Discussed with SSMIC - concluded
SSM Innovation Centre-Smart Energy Strategy Implementation	13-Aug-12	95,500.00	57,722.63	37,777.37	2012	SSMIC	Discussed with SSMIC - concluded
Invest in Sault Ste. Marie	12-Sep-16	70,000.00	41,001.33	28,998.67	2017	EDC	
Soo Greyhounds Memorial Cup Bid	10-Aug-20	300,000.00		300,000.00	2019	Soo Greyhounds	OHL season cancelled. Memorial Cup bid not anticipated to be in Ontario next year.
				1,068,247.30			

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Frank Coccimiglio, Manager Information Technology
DEPARTMENT:	Corporate Services
RE:	Open Data

Purpose
The purpose of this report is to respond to a Council resolution.

Background
The following resolution was passed on April 9, 2018:

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

Whereas many government agencies including municipalities are developing open data plans and open data catalogues to make more data available to the general public; and

Whereas sharing data and datasets with the general public can make the city more transparent, accountable and accessible; and

Whereas sharing data and datasets with the general public encourages engagement and participation and can lead to private sector economy and/or opportunity; and

Whereas an open data plan can assist in the development of the community as a 'Smart City' and form a part of the necessary foundation; and

Whereas the City does not have an open data plan or strategy;

Now Therefore Be It Resolved that the appropriate City staff be requested to research, develop and draft an open data plan and strategy for the municipal corporation and present the same to Council for review and approval.

Analysis
Open data is defined as:
Data that is available online, in an open format, with no legal encumbrances on use or reuse, and is available for all to access and download in full without fees

(or a requirement of registration). “Legal encumbrance” includes federal copyright protections and other, non-statutory legal limitations on how or under what conditions a dataset may be used.

An open data plan commits to develop and implement practices that will allow it to:

- Proactively release all publishable data, making it freely available in open formats, with no restrictions on use or reuse, and fully accessible to the broadest range of users to use for varying purposes.
- Publish high-quality, updated data with documentation (metadata) and permanence to encourage maximum use.
- Provide or support access to free, historical archives of all released city data.
- Measure the effectiveness of datasets made available through the Open Data Program by connecting open data efforts to the city’s priorities.
- Minimize limitations on the disclosure of public information while appropriately safeguarding protected and sensitive information.
- Support innovative uses of the city’s publishable data by agencies, the public, and other partners.

In order to properly development and implementation open data practices The City faces a number of challenges namely staffing levels, lack of technological resources, cybersecurity concerns and potential privacy violations for each of the following areas:

Governance and security

1. Identify and publish appropriate contact information for a lead open data coordinator who will be responsible for managing department participation in the Open Data Program.
2. Oversee the creation of a comprehensive inventory of datasets held by each department published to the central open data location and is regularly updated.
3. Develop and implement a process for determining the relative level of risk and public benefit associated with potentially sensitive, non-protected information as to make a determination about whether and how to publish it.
4. Develop and implement a process for prioritizing the release of datasets that considers new and existing signals of interest from the public (such as the frequency of public records requests), the City’s programmatic priorities, existing opportunities for data use in the public interest, and cost.
5. Establish processes for publishing datasets to the central open data location, including processes for ensuring that datasets are high quality, up to date, and in use-appropriate formats and exclude protected and sensitive information.

6. Ensure that appropriate metadata provided for each dataset in order to facilitate its use.
7. Develop and oversee a routinely updated, public timeline for new dataset publication.
8. Ensure that published datasets are available for bulk download without legal encumbrance.
9. Ensure that the published data adheres to the Accessibility for Ontarians with Disabilities Act.

Develop a proper Online Location for Publishable Data
The city will have to create and maintain a publicly available website where the published data will be available for download.

Published datasets placed in a public domain. Dedicating datasets to the public domain means that there are no restrictions or requirements placed on use of these datasets.

Each published dataset should be associated with contact information for the appropriate manager of that dataset as well as with a file layout or data dictionary that provides information about field labels and values.

The website must be fully accessible in accordance with the Accessibility for Ontarians with Disabilities Act.

Develop an Open Data Legal Policy (Privacy of Data)
The open data catalog and all public data included in the catalog shall not be subject to any licensing restrictions, terms of use, trademark, or similar mechanisms that limit the right of the public or any third party to copy, publish, distribute, or use the data consistent with law (copyrighted or proprietary data).

The privacy risks associated with open data are real, but should not be overstated. There are real benefits to for the city pursuing open data strategies. The solution to this conflict between transparency and privacy lies in putting in place processes that recognize the real privacy risks and harms associated with open data and takes appropriate steps to address them.

These processes become an administrative challenge for Information Technology, the Legal department and the all other city departments producing and maintaining their data sets.

A recent article in the Toronto Star outlines there has been numerous cases of Open data projects such as the “Toronto’s Sidewalk Program” where privacy violations have occurred, and as such the municipality struggles with ongoing privacy and digital governance. In the same article is also states that “Canada’s privacy laws, as many critics of the Sidewalk Labs proposal observed, aren’t

equipped to respond to the many of the data-gathering and surveillance technologies that fall under the smart city rubric".

Financial Implications
There are significant financial implications to adopting and Open Data Plan and Strategy.

Strategic Plan / Policy Impact
An Open Data strategy contributes to the corporate value of accountability and transparency

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

Resolved that the report of the Manager of Information Technology dated April 26, 2021 concerning Open Data plan and strategy be received as information.

Respectfully submitted,

Frank Coccimiglio
Manager of Information Technology
705.759.5303
f.coccimiglio@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Cultural Financial Assistance Grant – Downtown Association

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Purpose

This report provides recommendations to City Council from the Cultural Vitality Committee for the distribution of a Cultural Financial Assistance Grant to the Downtown Association for 2021.

Background

The Cultural Vitality Committee (C.V.C) on behalf of City Council evaluates the applications for the Cultural Financial Assistance grants. The C.V.C. utilized the Arts and Culture Assistance Program guidelines to evaluate the Downtown Association's application. This request falls under the March 31, 2021 application stream, which is the first one under the new criteria.

The project grants category supports small to large scale, one-time public and community arts, culture and heritage projects. This program has been designed to develop, support, promote and increase awareness of public and other community arts, culture and heritage projects that add beauty, vitality and character throughout the city. Large project grants are can provide amounts from $3,000 up to $20,000, to a maximum of 75% of the Project budget.

The Cultural Financial Assistance Report 2021 was approved at the City Council Meeting on March 29, 2021. The report indicated that the request from the Downtown Association would appear on a future council agenda.

Analysis

The Downtown Association's application was recommended by the C.V.C. for approval to support the fees for two artists totaling $10,000 to create two murals in the downtown. The Downtown Association is contributing approximately $5,600 in funds to cover the cost of the paint and supplies, per diem and accommodations for the artists, and in-kind support to assist with the preparation of the walls. Under the new Arts and Culture Assistance Program Guidelines.

Financial Implications
An amount of $104,500 is included in the City's operating budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture. This request can be accommodated within the operating budget.

Strategic Plan / Policy Impact
This item supports the Corporate Strategic Plans Focus Area: Quality of Life – Promote and Support Arts and Culture

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

Resolved that the report of the Manager of Recreation and Culture dated May 10, 2021 concerning the Cultural Financial Assistance Grant - Downtown Association be received and that the recommendation of the Cultural Vitality Committee to allocate $10,000 towards the project be approved.

Respectfully submitted,



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

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

5/10/2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT:	Community Development and Enterprise Services
RE:	Ontario Heritage Act – Part IV Designation of Wawanosh Monument

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Purpose

The purpose of this report is to seek Council's approval to designate the Wawanosh Monument located at 96 Great Northern Road under the Ontario Heritage Act, due to its significant heritage value to the City of Sault Ste. Marie.

Background

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) advises City Council as to the cultural heritage value or interest of properties within the Municipality, and recommends the designation of significant properties under Part IV of the Ontario Heritage Act. This affords the property, and in particular, the designated heritage features special protection under the Act.

In September of 2020, the Municipal Heritage Committee received a designation application for the Wawanosh Monument located at 96 Great Northern Road. The Municipal Heritage Committee reviewed the application at the September 9, 2020 meeting and requested additional information. Madison Bifano submitted the Heritage Designation Application. The designation report has been reviewed and approved by Krista McCracken, Researcher/Curator for the Shingwauk Residential Schools Centre at Algoma University. The Royal Canadian Legion of Sault Ste. Marie Branch 25 owns the property. The property owners are supportive of this application and email confirmation was received from Helen Stewart, President and Pierre Breckenridge, 1st Vice president.

The S.S.M.M.H.C. passed the following resolution at their meeting on November 4, 2020:
Moved By: D. Greenwood
Seconded By: M. Jones

"Resolved that the Municipal Heritage Committee, based on the designation application submitted, move forward with the intent to designate the Wawanosh

Monument located at 96 Great Northern Road and proceed with the preparation of the designation report; and further that D. Greenwood and S. Meades be assigned to review and complete the designation report."

The S.S.M.M.H.C. reviewed the final designation report at their March 3, 2021 meeting and passed the following resolution:

Moved By: Councilor M. Shoemaker
Seconded By: K. Kazmierowski

"Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the designation report for the Wawanosh Monument, located on the Northeast corner of Great Northern Road and Willoughby Street and that the Monument be recommended for designation under Part IV of the Ontario Heritage Act; and further that a report be sent to City Council to request their approval to proceed with the designation."

CARRIED

Analysis

The attached designation report provides a detailed overview of the History of the Wawanosh Home, Chief Wawanosh, description of the cultural heritage value and key heritage attributes.

Statement of Cultural Value or Interest

The monument is constructed of local sandstone, which has been considered historically significant for other heritage properties. The cultural context of the monument is more important than the monument itself. The monument commemorates the location of the former Wawanosh Indian Residential School, which was constructed by Reverend E.F. Wilson in 1879 and was named after Chief Wawanosh a prominent Chippewa chief and veteran of the War of 1812. The Wawanosh Home was the first iteration of a girl's residential school in the area and was built to accommodate Aboriginal girls due to a lack of space for female students at Shingwauk Residential School.

The Wawanosh Home experienced difficulties with funding both prior to opening due to a lack of funds delaying construction, which began in 1877, for two years and a low enrolment after opening. The school would be moved to the site of the Shingwauk School in 1900 and the two schools were officially merged in 1935 with the construction of a new building. A report in 1883 found that 83% of girls that had attended the Wawanosh Home had died or left the Home within five years.

The residential school remained there until 1901 when the girls were moved to the Shingwauk Residential School site on Queen Street. The school The Wawanosh home was demolished in 1965.

The Wawanosh Home was part of the Residential School System, which operated in Canada from the early 1800s until 1996, and aimed to assimilate Indigenous children into Euro-Canadian culture. The Residential School System has been acknowledged as a National Historic Event by the Government of Canada.

The monument serves as a reminder of what once stood on the site, and of the legacy of the Residential School system in Sault Ste. Marie and Canada. Designating the monument as a heritage property would fall under the Truth and Reconciliation Commission's Call to Action 79, which calls for the commemoration of Residential School sites and history and working with Indigenous organizations to recognize what has happened.

Financial Implications
There is no immediate budget impact. The property owner would be eligible to apply for a Designated Property Grant in the event the monument required repairs.

Strategic Plan / Policy Impact
Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

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

Resolved that the report of the Manager of Recreation and Culture dated May 10, 2021 concerning Ontario Heritage Act – Part IV Designation of Wawanosh Monument be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate the Wawanosh Monument under the Part IV of the Ontario Heritage Act be approved.

Respectfully submitted,



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

Wawanosh Monument
Designation Report



(Photo provided by Madison Bifano)

Location: Northwest corner of 96 Great Northern Road and Willoughby intersection.

Researched and Submitted by: Maddy Bifano

History of the Wawanosh Home

“While Reverend Wilson did accept girls at Shingwauk, only a few came that first year and none thereafter. In reality, there was little space for female students at this Boys’ Home.

To accommodate girls, a separate residential school building was established on a 15-acre site 5 km away, just north of the village centre. It was named the Wawanosh Home for Girls. Construction of this grand two-storey stone building commenced in spring 1877 and the first ten girls arrived that fall, before work was completed. The building fund was depleted in 1878, prompting new subscriptions for funding. As the federal Government was now more involved in native affairs (following passage of the recent Indian Act of 1876), it agreed to make an annual grant to the Wawanosh Home, provided enrolment was not less than fifteen. The Home was officially opened on August 19th, 1879 with 14 girls in residence.

In his quest to expand and streamline school facilities, Reverend Wilson soon realized that the isolated Wawanosh Home with its limited enrolment should be sold off. He formulated plans in the late 1880s to move the girls to larger facilities at the main Shingwauk site on the St. Mary’s River. There was little support for this school expansion program, probably due to the recession in the 1890s. Reverend Wilson resigned as Principal in March 1893, owing to ill health and frustration over not being able to consolidate the Boys and Girls Homes. This task would be achieved by others, a few years later.” - *Anglican Church of Canada - Truth and Reconciliation - Shingwauk IRS* - *https://www.anglican.ca/tr/histories/shingwauk/*

“The Wawanosh School for girls was opened in 1879 at a site not far from the Shingwauk school in Sault Ste. Marie, Ontario. An 1883 study showed that eighty-three per cent of the girls who had attended the school had either died or left the Wawanosh Home in less than five years. When a new addition was built for the girls in 1900 it was discovered that there was no way to heat it. In 1900 the girl’s school moved to the Shingwauk site. In 1935, the two schools were merged to create the Shingwauk Residential School, which was housed in a new building.” - *National Centre for Truth and Reconciliation* - *https://memorial.nctr.ca/?p=1342*

Chief Wawanosh

Chief Wawanosh (other known names: Joshua Wawanosh, Joshua Waywaynosh) was born along the shores of Lake Superior in the 1780s[1], but moved south and settled on

[1] Jean Turnbull Elford. "Chief Wawanosh and the Treaty of 1827". *Sarnia Historical Society*

Lake Huron in the Sarnia/Walpole Island region[2]. The name for the school was likely chosen due to the time Rev. E. F. Wilson spent in the Walpole Island area. He fought in the War of 1812, and became chief shortly after the fact. “One of the chiefs for St. Clair Regional Band was Joshua Wawanosh. Wawanosh had a remarkable and checkered career as a leader of the St. Clair Chippewas. He became a chief shortly after the war of 1812 in part because of his military service on behalf of the Crown in the war of 1812. By the mid-1820s, Crown officials and other Chippewa chiefs recognized Wawanosh as the Head Chief.”[3] During his time as head chief, Wawanosh maintained 4 reserves of land for his people, all in what is now Lambton County. He remained monolingual in Ojibwe his whole life, and died in 1871[4].

Photos of Wawanosh IRS



A drawing of the Wawanosh home done by E.F. Wilson. *Shingwauk Residential Schools Centre, 2011-16/001(015)*

[2] Lisa Philips Valentine; Allan K. McDougall. "Wawanosh's Box". *University of Western Ontario.*
[3] "The Cheppewas of Sarnia Band vs. Queen et. al" *Court of Appeal for Ontario.*
[4] Peter S. Schmalz (1991). *The Ojibwa of Southern Ontario*. University of Toronto Press.



Photograph of the building after it was sold and repurposed by the Children's Aid Society, ca.1940. *Shingwauk Residential Schools Centre, 2010-021/001(163)*

Description of Property

The Wawanosh monument is a small monument made of local sandstone dedicated to Rebecca and George Hardeman the first matron and superintendent of the Wawanosh home. The monument is located at the intersection of Great Northern Road and Willoughby Street by the Royal Canadian Legion Branch 25 and was built and dedicated in 1967 by the Tarentorus Women's Institute.

Statement of Cultural Value or Interest

The monument is constructed of local sandstone which has been considered historically significant for other heritage properties. The cultural context of the monument is more important than the monument itself. The monument commemorates the location of the former Wawanosh Indian Residential School, which was constructed by Reverend E.F. Wilson in 1879 and was named after Chief Wawanosh a prominent Chippewa chief and veteran of the War of 1812. The Wawanosh Home was the first iteration of a girl's residential school in the area and was built to accommodate Aboriginal girls due to a lack of space for female students at Shingwauk Residential School.

The Wawanosh Home experienced difficulties with funding both prior to opening due to a lack of funds delaying construction, which began in 1877, for two years and a low enrolment after opening. The school would be moved to the site of the Shingwauk School in 1900 and the two schools were officially merged in 1935 with the construction of a new building. A report in 1883 found that 83% of girls that had attended the Wawanosh Home had died or left the Home within five years.

The residential school remained there until 1901 when the girls were moved to the Shingwauk Residential School site on Queen Street. The school The Wawanosh home was demolished in 1965.

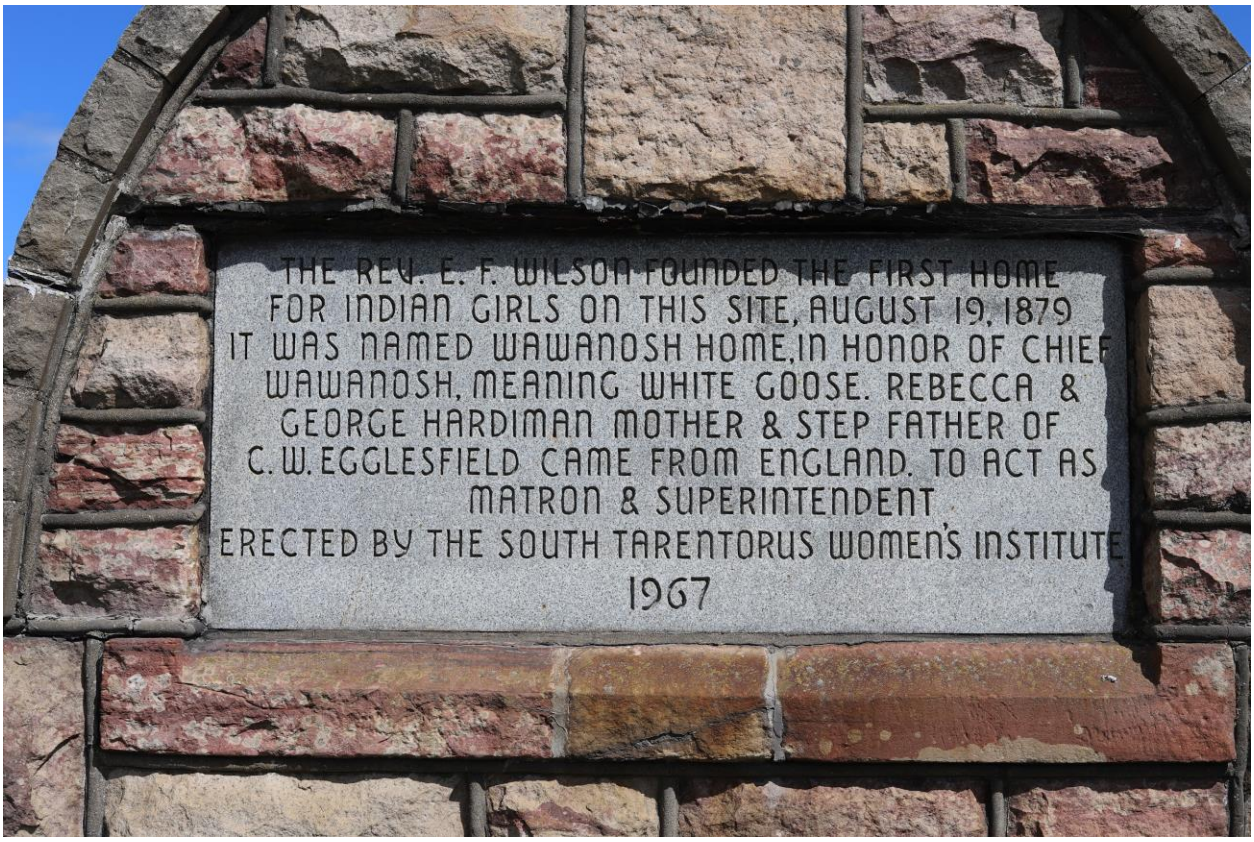
The Wawanosh Home was part of the Residential School System, which operated in Canada from the early 1800s until 1996, and aimed to assimilate Indigenous children into Euro-Canadian culture. The Residential School System has been acknowledged as a National Historic Event by the Government of Canada.

The monument serves as a reminder of what once stood on the site, and of the legacy of the Residential School system in Sault Ste. Marie and Canada. Designating the monument as a heritage property would fall under the Truth and Reconciliation Commission's Call to Action 79, which calls for the commemoration of Residential School sites and history and working with Indigenous organizations to recognize what has happened.

Description of Heritage Attributes

Key attributes that express the value of the monument as a reminder of the Residential School system and its connection to Sault Ste. Marie's history include:

- The monument serves as a reminder of what once stood on the site, and of the legacy of the Residential School system in Sault Ste. Marie and Canada.
- It is constructed of local sandstone similar to other historical monuments and plaques in Sault Ste. Marie and is designed to be aesthetically pleasing and is in fairly good condition
- The monument mentions both the first matron and superintendent of the school and the fact that the Wawanosh Home was one of the first all-girls residential schools in Canada.


THE REV. E. F. WILSON FOUNDED THE FIRST HOME
FOR INDIAN GIRLS ON THIS SITE, AUGUST 19, 1879
IT WAS NAMED WAWANOSH HOME, IN HONOR OF CHIEF
WAWANOSH, MEANING WHITE GOOSE. REBECCA &
GEORGE HARDIMAN MOTHER & STEP FATHER OF
C. W. EGGLESFIELD CAME FROM ENGLAND. TO ACT AS
MATRON & SUPERINTENDENT
ERECTED BY THE SOUTH TARENTORUS WOMEN'S INSTITUTE
1967

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Kathy Fisher, Curator
DEPARTMENT:	Community Development and Enterprise Services
RE:	May is Museum Month 2021

Purpose

This report is for information purposes, and to accompany the proclamation of May is Museum Month 2021.

Background

May is Museum Month is an opportunity to celebrate the contributions of museums to their communities, and to kick-off 2021's unique summer as a 'hyperlocal' destination for this tourism season.

As we navigate through another year in this pandemic, the Ermatinger Clergue National Historic Site, through the staff, volunteers and Historic Sites Board, have adapted, pivoted, and are offering unique virtual and safe in-person experiences. The Site is one of the 700 Ontario museums that are now offering digital experiences, accessible from anywhere in the world!

A community museum is required to meet the Provincial Standards for museums before the Province will deem the services and governance of a museum as a "standard" museum, which then allows the museum to apply for funding through the Community Museum Operating Grant, Grants Ontario program. The standards consist of ten areas: governance, community, finance, collections, conservation, education, exhibition, research, human resources, and physical plant.

The Historic Sites Board and staff of the Ermatinger Clergue National Historic Site have diligently worked towards meeting the standards with excellence, and continue to strive for this level of standard.

The full 2020 Annual Report for the operations of the Ermatinger Clergue National Historic Site will be presented to Council at the end of May, as per the by-laws for the Historic Sites Board.

Analysis

Ontario museums welcomed 19.6 million visits in 2019.
The Ermatinger Site saw close to 34,000 visitors in 2019.

Seventy-seven percent of Ontario museums offer programs linked to school curriculum, and welcome two-million students every year. The Ermatinger Site partners with all of the school boards in Algoma district to provide curriculum programs to junior, intermediate and senior levels of the primary grades, grade 10 and 12 secondary grades, and any special requests. In 2020, we were very proud to continue to offer these programs through our new Virtual Learning – Zoom platform and through our Friends of Ermatinger YouTube channel.

Financial Implications
No financial implications associated with this report.

Strategic Plan / Policy Impact
As part of the governance, community, and education standards, we are proud to be a part of May is Museum Month with the Ontario Museum Association. Proclaiming that May is Museum Month is our opportunity to promote and raise awareness of the profile of the Ermatinger Clergue National Historic Site and our partner Museums and Galleries, as a key economic driver for the community as we continue to play a key role in Ontario's and Sault Ste. Marie's recovery.

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

Resolved that the report of the Curator of the Ermatinger•Clergue National Historic Site dated May 10, 2021 be received as information.

Respectfully submitted,



Kathy Fisher, Curator
Ermatinger Clergue National Historic Site
705.759.5443
k.fisher@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

Date of Council Meeting

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Kathy Fisher, Curator ECNHS
DEPARTMENT:	Community Development and Enterprise Services
RE:	Firearms By-law Exemptions Ermatinger Clergue National Historic Site

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Purpose

This is a request for Council's approval to allow exemptions to the current firearms regulation. These exemptions would permit the staff and volunteers of the Ermatinger Clergue National Historic Site (ECNHS) to carry out period re-enactments (black powder musters and cannon firing), during operations and special events on the ECNHS grounds.

Background

This year May to mid-December, the staff and volunteers of the ECNHS will be hosting a number of special events in smaller scale at the site and live streaming. At these events, re-enactors from the Royal Newfoundland Regiment and the Coureur Du Bois II demonstrate the loading and firing of militia muskets and our cannon (black powder shooting).

A temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 is requested from May 10, 2021 to December 18, 2021.

Analysis

This application to City Council is in regards to the annual exemption for the purposes of the discharge of historic firearms within the City limits at the Ermatinger Clergue National Historic Site.

Due to the nature of our National Historic Site, the re-enactors are contacted to be part of our interpretation on a regular basis – sometimes with little-to-no lead-time, and they are most willing to join our re-enactments and programs.

Financial Implications

There is no financial impact to the City with regards to this matter.

Strategic Plan / Policy Impact
This matter is not specifically identified, however, is linked to the plan through aiding the City in developing a rich Cultural and Heritage Site with living history interpretation.

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

That the report of the Curator of the Ermatinger Clergue National Historic Site dated May 10, 2021 be received and that the request of the Historic Sites Board for a temporary exemption of firearms regulation 2008-168, regulation R.1.2.6 from May 10, 2021 to December 18, 2021 be approved.

The relevant By-law 2021-189 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Kathy Fisher, Curator
Ermatinger Clergue National Historic Site
705.759.5443
k.fisher@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Carl Rumiel, Manager of Design and Transportation Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	Mark Street Reconstruction

Purpose

The purpose of this report is to obtain approval to award Contract 2021-2E. The project includes the complete reconstruction of Mark Street from Churchill Boulevard to Lake Street including sewers, watermain, road and an off road multi-use asphalt trail which is a portion of the City's Hub Trail system.

Background

Council approved the reconstruction of Mark Street in the 2021 Capital Budget.

Tenders received via email submission for Contract 2021-2E and were opened on Thursday, April 29, 2021. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff. Tender results were made public on the City website immediately following.

Analysis

A total of three (3) tenders were received. All tenders submitted were checked by City staff and found to be complete and valid. The low tender of $2,235,615.79 (excluding HST) was received from Trimount Construction Group Inc.

Financial Implications

When non-recoverable HST is added and PUC water costs are removed, the City's cost to complete this project is projected to be $1,827,355. This is below the allocation in the 2021 capital budget of $1,840,000 for Mark Street reconstruction.

When we consider the Third Line Reconstruction project awarded at the previous Council meeting, on our three Capital Construction accounts, we are over budget by $252,233 on Overall Capital, over budget by $690,869 on Urban Only and below budget by $73,958 on Sanitary Sewer Surcharge at this time. Staff will report back to Council at a future meeting with recommendations on how the program can be completed within the approved 2021 Capital Budget.

Strategic Plan / Policy Impact
This report is linked to the new infrastructure focus area of the strategic plan.

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

Resolved that the report of the Manager of Design and Transportation Engineering, dated May 10, 2021, concerning the Mark Street reconstruction, be received and the recommendation that Contract 2021-2E be awarded to Trimount Construction Group Inc., be approved.

By-law 2021-96 authorizing execution of Contract 2021-2E and By-law 2021-97 authorizing the road closure of Mark Street between Churchill Boulevard and Lake Street from May 15, 2021 to November 30, 2021 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager of Design and Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Carl Rumiel, Manager, Design & Transportation Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	2021 Aqueduct Repairs

Purpose

The purpose of this report is to obtain approval to award Contract 2021-4E. The project generally includes repairs to portions of the small aqueducts on Farwell Terrace and Central Street as per engineering recommendations from biennial structural inspections completed by STEM Engineering.

Background

Council approved the Farwell Terrace aqueduct repairs in the 2021 Capital Budget.

Tenders received via email submission for Contract 2021-4E and were opened on Wednesday, April 28, 2021. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff. Tender results were made public on the City website immediately following.

Analysis

A total of four (4) tenders were received. All tenders submitted were found to be complete. The low tender of $453,537.66 (excluding HST) was received from Avery Construction Limited.

Financial Implications

When engineering costs and non-recoverable HST are added, the City's cost to complete this project is projected to be $558,538. In the 2021 capital budget there is an allowance of $1,200,000 for aqueduct rehabilitation which this project is part of.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated May 10, 2021, concerning the 2021 Aqueduct Repairs, be received and the

recommendation that Contract 2021-4E be awarded to Avery Construction Limited, be approved.

By-law 2021-95 authorizing execution of Contract 2021-4E appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca

Attach

875 Queen Street East, Suite 2
Sault Ste. Marie, ON P6A 2B3
Canada
p. 705.942.6628
f. 705.942.7515
www.stemeng.ca
mail@stemeng.ca

April 29, 2021 STEM Project # 20219

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

Attention: **Mr. Carl Rumiel, P. Eng.**
Manager, Design & Transportation Engineering,
Public Works and Engineering Services

Subject: **2021 Aqueduct Partial Replacements- Central Street, Farwell Terrace**
Contract No. 2021-4E Tender Recommendation

We have reviewed the tenders received by the City Clerk's office on Wednesday April 28, 2021 for the above contract and comment as follows:

1.0 Introduction

Contract No. 2021-4E – 2021 Aqueduct Partial Replacements- Central Street, Farwell Terrace consists of a total of approximately 16 metres of small aqueduct replacement on Farwell Terrace, and 16 metres of small aqueduct replacement at Central Street (Manzo Park)

The tender advertisement was published in the Sault Star on Saturday, April 3, 2021 to notify prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

During the tender period, there were some questions from plan takers relating to the scope of work and the technical specifications. Two (2) Addenda were issued by the Consultant to address these issues as raised by the plan takers.

2.0 Summary of Tenders

Four (4) Contractors submitted sealed tenders for Contract No. 2021-4E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday April 28, 2021. The tenders were opened at 3:15 p.m. on the same day by Rachel Tyczinski (City Clerk) in the presence of Carl Rumiel (Manager, Design & Transportation Engineering, Public Works and Engineering Services)

The opened Tenders were checked for the required tender security and agreement to bond and the Total Tender Prices were recorded.

The following were the results of the submitted Total Tender Prices, excluding HST,

1.	Avery Construction	$453,307.66	(No correction needed)
2.	EllisDon	$632,378.00	(No correction needed)
3.	Trimount Construction	$660,945.70	(No correction needed)
4.	Phillips Haulage	$711,125.75	(Corrected to $713,645.75)

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. The following specific comments are noted:

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

2. The tender breakdowns were checked for mathematical errors. Minor errors were found in one tender submitted. This did not affect the bidding results

3. All tenders complied with submission of the required bid security of 10% of the total tender value

4. All tenderers submitted summaries of related work experience, supervisory staff, available construction equipment and proposed sub-contractors.

5. All tenderers provided 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.

6. All tenderers confirmed receipt of Addendum No. 1.

4.0 Low Bidder Experience

The low bidder, Avery Construction Ltd. is a local General Contractor who has worked on similar city projects in the past.

Avery has indicated that most of the work will be done by their own forces. The main exceptions being Cast-In Place Concrete which will be done by Ontario Concrete.

5.0 Tender Estimate

The low tender amount of $453,307.66 (excl. HST) is lower than the Engineer's tender estimate by $77,887.34 (excl. HST).

6.0 Conclusions

Based on our review of the tenders submitted we recommend Avery Construction Ltd. be awarded the contract at the Total Tender Price of $453,307.66. Upon approval of the by-law by council STEM will prepare the contract for execution.

Regards,



Dan Bertolo
Senior Technologist

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Susan Hamilton Beach; P. Eng., Director of Public Works
DEPARTMENT:	Public Works and Engineering Services
RE:	2021 Ditching Program

Purpose
The purpose of this report is to inform Council of the proposed 2021 ditching program.

Background
Each year the ditching program is reported to Council for their information. This year it is proposed that the program include the re-ditching of approximately 10,384 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2021 locations. The program represents approximately 2.02% of the total 512,000 meters of ditches maintained by the City. The budget for this program is $203,902.

Analysis
Typically, each year the program is compiled from requests received from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

Financial Implications
The proposed program maximizes the assigned operational budget for ditching.

Strategic Plan / Policy Impact
The ditching program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

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

Resolved that the report of the Director of Public Works dated 2021 05 10 concerning the Public Works 2021 ditching program be received as information.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Director, Public Works
705 759-5207
s.hamiltonbeach@cityssm.on.ca

Attach.

2021 DITCHING PROGRAM

STREET	FROM	TO	METRES	DESCRIPTION
2901 Base Line	Walls Rd	cross culvert east of civic #2861	395	South side
1344 Carpin Beach Rd	civic #1344	ravine	15	East Side
576 Town Line	civic #1549	corner of Base Line	186	East Side
1549 Leigh's Bay Rd	civic #1535	civic #1549	52	West Side
1487 Leigh's Bay Rd	civic #1487	civic #1495	76	West Side
1100 Third Line West	civic #1100	civic #1122	149	North Side
90 Maki Rd	civic #146	corner of Third Line West	567	East Side
35 Broos Rd	civic #35	cross culvert	132	West Side
33 Sunset Court	civic #33	cross culvert	44	West Side
36 Appaloosa Avenue	civic #42	Ravine	75	North Side
112 Palomino Drive	civic #112	cross culvert	153	East Side
5 Palomino Drive	civic #5	cross culvert	55	South side
1039 Allens Side Rd	civic #1039	civic #1029	57	West Side
71 South Eden Square	civic #71	across front yard	15	West Side
707 Second Line West	civic #707	corner of Laurier Ave	216	South side
76 Ellis Road	civic #80	to the dead end	138	North Side
41 Ellis Road	civic #41	civic #27 Rosita Street	155	South side
111 Ransome Drive	civic #111	corner of Royce Ave	256	South side
123 Roosevelt Avene	civc #123	creek	13	West Side
34 Eden Square	civic # 31	civic #24	125	South side
299 Laurier Avenue	civic #299	civic #289	50	West Side
900 Goulais Avenue	civic#908	to ravine on Third Line West	455	East Side
334 Sydenham Rd	civic #320	to grate at Korah Rd	183	North Side
416 Sydenham Rd	civic #394	civic #432	226	North Side
419 Sydenham Rd	civic #411	civic #435	114	South side
300 Kingsford	Dead end	civic #300 Murton	126	North Side
9 Donna Drive	Grate	civic #17	81	South side
28 Lamming Avenue	Dead end	cross culvert	170	East Side
364 Moss Road	civic #364	civic #340	75	East side
964 Goulais Avenue	civic #964	ravine	78	East Side
278 Fourth Line West	civic #278	to pole #14660	202	North Side
26 Lidstone Street	civic #26	to dead end	19	North Side
109 Fort Creek Drive	civic #109	cross culvert	58	East Side
167 Fort Creek Drive	civic #167	cross culvert	158	West Side
29 Cabot Crescent	civic #29	grate	180	North Side
10 Strand Avenue	civic#10	to grate at civic #2 Strand Ave	30	North Side
86 Knox Avenue	civic #98	to grate	44	South side
16 McNabb Street	civic #16	civic #20	33	North Side
63 Blake Avenue	civic #63	to cross culvert	154	East Side
45 Cameron Avenue	civic #45	to the ravine	20	West Side
518 Fourth Line East	civic #504	civic #536	107	North Side

STREET	FROM	TO	METRES	DESCRIPTION
68 Sharon Crescent	civic #68	dead end	270	East Side
32 Sharon Crescent	civic #32	cross culvert	125	West Side
32 Northwood Street	civic #32	cross culvert at Terrance Ave	120	West Side
80 Northwood Street	civic #86	civic #64	109	West Side
61 Glengary Gates Crescent	civic #61	civic #277	90	East Side
78 Old Goulais Bay Rd	civic #14	civic #160	627	East Side
161 Old Goulais Bay Rd	civic #161	civic #133	102	West Side
200 Old Garden River Rd	civic #182	civic #210	118	West Side
636 Old Garden River Rd	civic #636	to cross culvert	142	East Side
199 Case Road	civic #191	civic #191	94	West Side
31 Lothian Avenue	civic #31	grate at civic #21	52	South side
15 Koprash Court	civic #15	across front yard	11	North Side
31 Lawson Avenue	civic #31	dead end	317	South side
50 Lawson Avenue	civic #40	cross culvert	136	North Side
47 Bristol Place	civic #47	civic #35	63	South side
74 Sutton Place	civic #74	grate at civic # 78	34	North Side
23 Sutton Place	civic #23	to grate at Chartwell Dr	90	South side
8 Eastern Avenue	civic #8	to grate at Boundary Road	77	North Side
159 Eastern Avenue	civic #161	civic #121	152	South side
219 Eastern Avenue	civc #219	to grate at Chambers Ave	225	East Side
71 Celene Court	civic #71	cross culvert	30	North Side
77 Williams Street	civic #77	cross culvert on Queen St E	300	North Side
20 Carlbert Street	civic #16	to grate at Simon Ave	134	East Side
135 Chicora Crescent	civic #135	grate at #88 Williams Street	145	East Side
174 River Road	civic #174	across front yard	19	North Side
483 Black Road	Black Rd	Pawating Place	680	South side
Landslide Road	pole #14404	pole #14489	210	West Side
Landslide Road	pole #14500	pole #14502	200	East Side
Landslide Road	pole #14509	Connor Road	275	Both sides
			10384	

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Daniel Perri, P. Eng., Area Coordinator, Wastewater
DEPARTMENT:	Public Works and Engineering Services
RE:	Sackville Yard Water Main Project – Use of Operational Budget

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Purpose

The purpose of this report is to obtain Council approval to use the Public Works Operational budget to cover labour, equipment and material costs beyond the capital budget (ie. asphalt) associated with the installation of a water main through the Public Works – Sackville Yard.

Background

The Sackville Yard was designed in 1969 and built in the early 1970s. The existing 8” water main servicing the Works Centre is the original main constructed of ductile iron. Over the years, there have been numerous leaks due to the deteriorating condition of the pipe that required expensive excavation and repair at inopportune times. Each repair has been approximately $10,000 to $15,000 in costs with other infrastructure compromised such as the fuel pumps and access to the main garage area. In 2014, Council approved $175,000 to replace the water main, although this was only a portion of the total project cost. This amount has been carried forward each year. Previous budget estimates have well exceeded the amount allotted for this project as they have included using a contractor to complete the project.

Analysis

In order to reduce construction costs, Public Works staff will undertake the installation of the water main, which includes the installation of approximately 425 metres of water main and appurtenances. It is anticipated their will be improved water quality to the facility and it will be looped – minimizing the chance of service interruption. Following this upgrade, the PUC will be taking ownership of the pipe and maintenance will be their responsibility as part of their plant. Asphalt restoration is also included in the scope of the project which will address areas noted within the Corporate Asset Management Plan as requiring immediate attention.

Financial Implications

It is anticipated that this project will cost $406,850. $175,000 of this project will be funded from the capital allowance carried over since 2014. It is proposed the

remaining $231,850 can be accommodated through the existing Public Works Operating Budget – largely labour and equipment charges. The future cost of each repair ($10,000 - $15,000) and the potential impact to operations in a significant weather event are intended to be avoided with the completion of this project.

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

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

Resolved that the report of the Area Coordinator, Wastewater dated 2021 05 10 be received, and that utilizing the Operations budget to offset costs of labour, equipment and asphalt for the water main installation project through the Sackville Yard, be approved.

Respectfully submitted,



Daniel Perri, P.Eng.
Area Coordinator, Wastewater
705.574.1086
d.perri@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Karen Fields, City Solicitor
DEPARTMENT:	Legal Department
RE:	Court Security & Prisoner Transportation Agreement

Purpose

The purpose of this report is to seek Council's approval to execute an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services for funding for court security and prisoner transport for 2021. The agreement ends on December 31, 2021.

Attachment

Attached as Schedule "A" is a copy of the Certificate of Insurance, which is required as per the Agreement.

Background

The funding agreement with the Province has been in place since 2012. In past years there have been new agreements and extensions of agreements. The City has been asked to execute a new agreement for 2021. The City provides the Province with its court security and prisoner transportation costs and the Province allocates funds accordingly.

Analysis

The new agreement continues on the same terms as past agreements. The City through our Police Services provide court security and prisoner transport for court appearances and for transport between correctional institutions. The Province agrees to provide funding for the same. The Province makes payments to the City in instalments throughout the term of the contract. For 2021 the agreement contemplates four installment payments of $174,796.52 each.

Financial Implications

The funding is of significant assistance in providing the essential services of court security and prisoner transportation.

Strategic Plan / Policy Impact

The agreement is consistent with the City's commitment to fiscal responsibility through providing quality and affordable services.

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

The Agreement with the Province for funding of court security and prisoner transportation is recommended for your approval. By-law 2021-91 which authorizes the execution of the agreement is located elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Karen Fields
City Solicitor
705.759-5407
k.fields@cityssm.on.ca

Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\Court Security & Prisoner Transportation OPEN.docx

FRANK COWAN COMPANY

75 Main Street North, Princeton , ON N0J 1V0 Phone: 800-265-4000 Fax: 519-458-4366

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED'S FULL NAME AND MAILING ADDRESS ☐ Supplementary Schedule	BROKER'S FULL NAME AND MAILING ADDRESS
CORPORATION OF THE CITY OF SAULT STE. MARIE PO BOX 580 99 FOSTER DRIVE SAULT STE. MARIE, ON P6A 5N1	Underwriting Agent Frank Cowan Company Limited 75 Main Street North Princeton, ON N0J 1V0

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE	EXPIRY DATE	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
MUNICIPAL GENERAL LIABILITY ☐ CLAIMS MADE or ☑ OCCURRENCE	Subscribing Companies as Identified in CP83590	February 28, 2021	February 28, 2022	BODILY INJURY & PROPERTY DAMAGE EACH OCCURRENCE	$5,000,000
				GENERAL AGGREGATE	
☑ PRODUCTS AND/OR COMPLETED OPERATIONS				PRODUCTS-COMPLETED/OPERATIONS AGG	
☑ EMPLOYERS LIABILITY				PERSONAL INJURY	INCLUDED
☑ PERSONAL INJURY				MEDICAL PAYMENTS (Any One Person)	
☑ TENANTS LEGAL LIABILITY				TENANTS LEGAL LIABILITY	INCLUDED
☐ NON-OWNED AUTO ☐ HIRED AUTOMOBILES				NON-OWNED AUTO	
☑ PROFESSIONAL / MALPRACTICE LIABILITY				PROFESSIONAL / MALPRACTICE LIABILITY	INCLUDED
☑ CROSS LIABILITY ☑ BLANKET CONTRACTUAL ☐				OCCURRENCE	AGGREGATE
☐ ENVIRONMENTAL LIABILITY ☐ CLAIMS MADE				LIMIT	AGGREGATE
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ☐ ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
OTHER ☐ CLAIMS MADE or ☐ OCCURRENCE ☐ ☐ ☐				LIMIT	AGGREGATE
				LIMIT	DEDUCTIBLE
				OCCURRENCE	AGGREGATE
PROPERTY ☐ PROPERTY "ALL RISKS" ☐ ☐ ☐ ☐ Supplementary Schedule				Valuation	
				Deductibles	ALL OTHER
				EARTHQUAKE	FLOOD

ADDITIONAL INSURED NAME ☐ Supplementary Schedule	DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, HER MINISTERS, AGENTS, APPOINTEES AND EMPLOYEES Fax Interest to Insured "With respect to Liability Only"	WITH RESPECT TO THE ONTARIO TRANSFER PAYMENT AGREEMENT WITH THE NAMED INSURED FOR THE COURT SECURITY AND PRISONER TRANSPORTATION (CSPT) PROGRAM

CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	CANCELLATION
MINISTRY OF THE SOLICITOR GENERAL **PUBLIC SAFETY DIVISION, EXTERNAL RELATIONS BRANCH** **25 GROSVENOR STREET** **TORONTO, ON M7A 2H3**	**Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its brokers or representatives.**

SUBSCRIBING COMPANIES ON BEHALF OF FRANK COWAN COMPANY LIMITED, AS MANAGING GENERAL AGENT INCLUDING BUT NOT LIMITED TO:	A.M. BEST RATING
Intact Insurance Company	"A+"
Temple Insurance Company	"A+"
Underwriters at Lloyds of London	"A"
Liberty Mutual Insurance Company (Property Only)	"A"

14	April 29, 2021

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Adam Shier, Risk Manager
DEPARTMENT:	Legal Department
RE:	Frank Cowan Insurance – Indemnity and Non-Accumulation of Limits agreements

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Purpose

The purpose of this report is to seek Council's approval of three agreements between the City and Intact Insurance Company ("Intact") that were contemplated in the General Insurance Services Agreement between the City and Frank Cowan Insurance Company ("Cowan") approved by Council under By-Law 2021-42.

Background

In 2020, the City issued an RFP for the provision of General Insurance Services. Council thereafter approved Staff's recommendation at the conclusion of the RFP to enter into a three-year General Insurance Services agreement with Cowan for the period February 28, 2021 to February 28, 2024.

To provide coverage for all aspects of the City's operations, separate automobile policies have been issued to accommodate different departments and deductibles. As a broker, Cowan has issued these polices through Intact.

The main General Insurance Services Agreement, contemplated a "Non-Accumulation of Limits Agreement" and an "Indemnity Agreement" for each of the two automobile fleet policies (i.e. Transit Fleet and General Fleet for all other vehicles), one is not required for the Garage Auto policy. Cowan has now provided these agreements for execution. There are no additional costs to these agreements.

Analysis

The "Non-Accumulation of Limits Agreement" addresses the potential for an exposure referred to as the "stacking of liability limits". This occurs when more than one automobile policy can be drawn into a liability or accident benefits claim when the intention is for a single automobile policy to respond. The City has multiple automobile policies (i.e. Transit Fleet, Garage Auto and Remaining Fleet) all issued in the same name. As such, the "Non-Accumulation of Limits Agreement" requires the City to acknowledge that any automobile related claim would fall under only the specific policy related to that vehicle's use rather than all

three policies. Any claim which exceeds the liability limit of the responding automobile policy is then addressed by the excess liability and thereafter the umbrella liability policies the City carries, to a combined maximum limit of $50,000,000 per claim.

Cowan has also provided two “Indemnity Agreements”, one for the Transit Fleet and a second for the Fleet Policy, which covers all other vehicles. The City’s automobile insurance policies are subject to a $25,000 deductible for Third Party Liability and Accident Benefit claims. As Intact typically handles these claims directly, Intact requires the City to acknowledge its obligation to reimburse them for any incurred expenses that fall within the stated deductible. This is facilitated in the two Indemnity Agreements provided.

Financial Implications
The Non-Accumulation of Limits Agreement and two Indemnity Agreements do not result in any additional costs to the City.

Strategic Plan / Policy Impact
This is an operational matter not articulated in the corporate Strategic Plan

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

By-law 2021-86 authorizing the execution of the “Non-Accumulation of Limits Agreement” between the City and Intact Insurance Company appears elsewhere on the Agenda and is recommended for approval.

By-law 2021-87 authorizing the execution of the “Indemnity Agreement – Transit” between the City and Intact Insurance Company appears elsewhere on the Agenda and is recommended for approval.

By-law 2021-88 authorizing the execution of the “Indemnity Agreement – Fleet” between the City and Intact Insurance Company appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Adam Shier
Risk Manager
705.759.5768
a.shier@cityssm.on.ca
AS/lv
\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\Frank Cowan Insurance Company agreements OPEN.docx

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Peter Niro, Director of Human Resources
DEPARTMENT:	Corporate Services
RE:	Memorandum of Settlement – SSM Professional Firefighters Association Local 529

Purpose

The purpose of this report is to recommend the approval of the attached Memorandum of Settlement (MOS) for Sault Ste. Marie Professional Firefighters Association Local 529 (SSMPFFA).

Background

The City's negotiating committee and SSMPFA met on several occasions aiming to negotiate a freely bargained agreement on a timeline that would maintain a "current" settlement. Historically, negotiations between the City and SSMPFFA have proceeded to lengthy Interest Arbitration processes, with Awards being finalized long after the end of the negotiated term. We are pleased that our current negotiations with have resulted in a freely bargained agreement.

Analysis

The Memorandum of Settlement includes a two (2) year term with wage adjustments effective February 1st, 2019 at 1.35% and August 2nd, 2019 at 0.68% and a 2020 wage adjustment equal to that of a First Class Constable, less $100.00 (following receipt of SSMPA's 2020 settlement award). Other negotiated items include minor benefit enhancements and revisions to the "hours of work" clause.

Financial Implications

The financial impact to the budget (salary/benefits) is $173,099 for the 2019 year, however this increase is mitigated by improved vacation scheduling providing cost savings of $108,000, resulting in an overall financial impact of $65,099 (0.577% increase). It is anticipated that the impact for the 2020 year, once the Police Services contract is settled, will be similar.

Strategic Plan / Policy Impact

This issue relates to the Service Delivery focus of the Corporate Strategic Plan.

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

Resolved that the report from the Director of Human Resources dated 2021 05 10 be received and that City Council approve the recommendation to ratify the attached Memorandum of Settlement.

Respectfully submitted,

Peter Niro
Director of Human Resources
705.759.5366
p.niro@cityssm.on.ca

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

&

THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

1. **The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.**

2. **The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.**

3. **The parties herein agree that the term of the collective agreement shall be from February 1, 2019 to January 31, 2021_.**

4. **The parties agree to commence bargaining on the 2021 Collective Agreement as soon as possible after formal ratification from the respective principals.**

5. **The parties agree that retroactive to the aforementioned date will only apply to general wage increases. The wage adjustments less $100 is calculated based on a First Class Constable salary.**

6. **The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on January 31, 2019 provided, however, that the following amendments are incorporated:**

Signed this 30th day of March, 2021.

For the Association	**For the Employer**
Chris Mei	**Peter Niro**
Mark Morgenstern	**Peter Johnson**
Chris Plotycia	**Stuart Cole**
Joshua Scott	**Paul Milosevich**
	Ida Bruno

APPENDIX 1

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

&

THE SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Sign off Sheet #1 & #2

Sign Off Sheet #1

Sault Ste Marie Professional Firefighters Association
&
City of Sault Ste. Marie

Existing Clause:

2:04 The employer shall deduct from the salary of each employee, on completion of 30 days employment, the Association contributions (dues) and remit by cheque each month to the Treasurer of the Association, the full amount so collected.

Proposed:

2:04 The employer shall deduct from the salary of each employee, the Association contributions (dues), assessments, and remit by cheque or direct deposit each month to the Treasurer of the Association, the full amount so collected.

ORIGINAL

HOURS OF WORK

5:01 (c) A vacation or sick day will be a 10 hour deduction from the appropriate bank (vacation or sick leave bank).

5:01 3) One lieu time or sick time day, will be calculated at a rate of 10 hours per day.

CHANGE TO

HOURS OF WORK

5:01 (c) A vacation or sick day will be a **10.5** hour deduction from the appropriate bank (vacation or sick leave bank).

5:01 3) One lieu time or sick time day, will be calculated at a rate of **10.5** hours per day.

5:01 (6) New

When the regularly scheduled stand-by FPO calls in sick, the stand-by time outside of regular working hours, will be offered by seniority to the remaining FPO's, at the following rates:

- 14 hr. stand-by shift shall be compensated at 1.5 hrs. pay or 2 hrs. lieu time.
- 24 hr. stand-by shift shall be compensated at 3 hrs. pay or 4 hrs. lieu time.

Article 5 will be effective Jan. 1/20

Article 6 Vacations

6:01 Existing Clause

~~NOTICE: completed year vs falling in that month~~

6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:

(a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.

(b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.

(c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.

(d) **Effective January 1, 2001** all employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.

(e) **Effective January 1, 2001** all employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.

Change to:

6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:

(a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.

(b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.
(c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.
(d) All employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.
(e) All employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.

11:02 **add: if the injury occurred at another employer, SSMFS is not obligated to offer any accommodated work.**

Existing Language:

11:06 No employee shall draw during his or her active service with the Fire Services, accumulated sick leave benefits if the absence from work is not due to illness as attested by the certificate of a medical practitioner, if requested by the Employer.

If a certificate is requested by the Employer

i) for absences of three (3) working days or less, or

ii) for a second or more certificates for an absence of three (3) working days or more, the cost of such certificate or certificates, if any, shall be paid by the employer up to a maximum of forty dollars ($40) upon presentation of an invoice from the medical practitioner. The City's Injury/Illness Status form shall be used for this request, with the direction that the medical practitioner only complete the form as applicable.

Proposed Language:

11:06 ii) for a second or more certificates for an absence of three (3) working days or more, the cost of such certificate or certificates, if any, shall be paid by the employer up to a maximum of ~~fifty dollars ($50)~~ Sixty dollars ($60) upon presentation of an invoice from the medical practitioner. The City's Injury/Illness Status form shall be used for this request, with the direction that the medical practitioner only complete the form as applicable.

**Remainder of the article is status quo

14:00 CLOTHING AND TURN-OUT GEAR

Existing Language

14:01 The following articles of clothing and wear apparel shall be supplied to each employee in the Fire Suppression Division, the Support Services Mechanic and the Training Instructor:

Proposed Language:

14:01 The following articles of clothing and wear apparel shall be supplied to each employee in the Fire Suppression Division, the Support Services ~~Mechanic~~ Technician and the Training Instructor:

** Note to MOS only: it is understood and agreed that the change and title from Mechanic to Technician will not automatically create entitlement to the presumptive legislation presently reserved for Firefighters.

SIGNED AT SAULT STE. MARIE this 12 day of December, 2019

FOR THE ASSOCIATION

FOR THE CITY

Sign Off Sheet #2

Sault Ste Marie Professional Firefighters Association
&
City of Sault Ste. Marie

Proposed:

- Less $100 of First Class Constable (police parity) to a First class Firefighter for 2019, 2020 till January 31, 2021 as follows:

  February 1st, 2019 1.35% and August 2nd , 2019 .68%

  The 2020 wage adjustment will be equal to Police less the aforementioned $100 parameter.

- Vision Care to $500 effective January 1st 2021 – no retroactive claims, only future claims as follows:

  "Each employee shall be provided with the Ontario Health Insurance Plan, Green Shield Semi-Private and Green Shield Extended Health Care - vision care to include laser eye surgery and/or eye examination of $500.00 every two (2) years (effective first of the month following ratification of the Memorandum of Settlement), 100% of the cost of such plan to be contributed by the Employer. "

- Add to dental coverage "certified" independent Hygienist as eligible hygienist services as per the current benefit provider.

- Add to Psychological Benefit " Psychotherapist, Social Worker, Therapist, Family Therapist, Counsellor " as below:

- To be added in the Collective Agreement:
  - Professional Services are only eligible when the practitioner rendering the service is a member in good standing with their provincial regulatory agency or an active member of a professional association, either of which must be recognized by GSC. Please contact the GSC Customer Service Centre to confirm eligibility when in doubt

SIGNED AT SAULT STE. MARIE this 30th day of March, 2021

FOR THE ASSOCIATION

FOR THE CITY

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Downtown Plaza Update

Purpose

The purpose of this report is to provide City Council with an update on the Downtown Plaza project and seek approval to advance the project.

Background

Revitalizing Sault Ste. Marie's downtown is a community priority as identified by the:

- Corporate Strategic Plan
- Planning Department's revitalization efforts
- Downtown Development Strategy
- Community Improvement Plan for downtown (patios, grants, etc.)
- Sault Ste. Marie Downtown Association
- FutureSSM Strategy and Downtown Development Action Team
- Roger Brooks Downtown Review
- Sault Ste. Marie Economic Development Corporation
- Research available on community development best practices

The health of a community's downtown is vital to economic development – it is one of the most important factors that businesses, labour force, students and youth use to assess the health of a community.

Recognizing this, City Council passed a resolution on August 12th, 2019 to advance the plaza project and acquire a property at 535 Queen Street East to enable the development of the Plaza.

Since that time, a number of steps have been taken to advance the plaza project:

- On November 18, 2019 Brook McIlroy was approved by City Council to provide multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza.

- On March 23rd, 2020 City Council approved the acquisition of 516-526 Bay Street which provides additional land to serve the plaza
- On September 28, 2020 City Council received a presentation from Brook McIlroy which provided the preliminary design concept for the downtown plaza.
- Brook McIlroy undertook a number of public engagement efforts to receive feedback from residents on the downtown plaza concept and design (Attachment A – Downtown Plaza Consultation Summary). Over 200 responses were received with the majority of feedback positive and excitement for the investment in the downtown. The most interest was related to the concert area, multi-seasonal activities, community gathering hub and a clear desire for local food vendors, food trucks and retail shops. A few respondents would like to see additional parking on site and other areas of improvement included additional fire pits to increase winter activity, incorporation of additional green space and plantings, and an emphasis on safety and security at nighttime.
- Based on feedback, Brook McIlroy further refined the design concept, worked with SSMPUC to finalize electrical servicing for the plaza and obtained a Class “C” cost estimate.
- On January 21, 2021, FedNor announced funding support of $500,000 towards the downtown plaza project.

Brook McIlroy has completed the final design concept for the downtown plaza (Attachment B – Final Plaza Design Concept). The final design was informed by the community feedback received and a value management exercise to deliver the desired features of the plaza within a budget that staff felt comfortable recommending to Council.

The revised plaza design is estimated to cost $7,844,000 (including $890,197 of contingencies appropriate for a Class “C” stage of project development). The higher cost of the project is due primarily to:

- Higher cost of materials and equipment
- Utilities work not previously costed
- New scope
    - Increased footprint of site with Bay St. acquisition
    - Services infrastructure for mobile retail units

The revised design delivers an exciting downtown plaza that will achieve City objectives and serve the community well in the future. The plaza will include:

- A dynamic water feature through the fountain design
- A skating rink for winter activity with compressors to help ensure ice throughout the cold season
- A performance stage and digital screen for concerts, theatre, movie nights, tourism/history videos and community viewing parties
- A play structure for youth enjoyment

- Food, drink and retail opportunities
- Gathering areas that will make the plaza a welcoming spot in the downtown throughout the year

The primary design adjustments to the previous concept presented to Council include:

- Revised water feature – The shallow water pool feature has been switched to a design that includes a fountain feature. Due to changing regulations related to these water features, a complete water filtration system and constant supervision of the water feature would have been required for the shallow water pool feature. These were determined to be cost-prohibitive both in capital and operational costs. The fountain design will provide an attractive feature for both viewing and play for children.
- Surface treatments changed – The use of paving stones has been minimized for use as accent features and use of concrete and asphalt surfaces will be used. The concrete and asphalt will make use of colour paint to create an attractive and animated surface feature.
- Additional parking spaces – The acquisition of Bay Street has enables additional parking on the southwestern corner of the plaza development.
- Services for mobile retail units – Establishing water and electrical servicing for the mobile retail units helps to address the community feedback requests for food and drink options within the plaza.
- Lighting – Adjustments were made to the lighting program within the plaza reducing the interactive lighting feature and overall program. Special lighting will still be available for projections on the rink surface and the plaza will maintain “Crime Prevention Through Environmental Design” (CPTED) principles to ensure a well-lit and safe environment.

As part of the project, staff had outlined a fundraising campaign to assist with the construction of the plaza. The goal of the campaign has been adjusted to be $600,000. Staff are pleased to report that the Rotary Club of Sault Ste. Marie has approved a contribution of $200,000 towards the water feature and rink within the plaza! A copy of the fundraising program with opportunities for sponsorship and donations is provided in Attachment C.

With the generous contribution of the Rotary Club of Sault Ste. Marie, that leaves $400,000 remaining to be raised. There are numerous opportunities for donations and sponsorship at all levels. The City is responsible for any shortfall for the fundraising campaign. Staff will create awareness of the fundraising campaign and look for opportunities to attract donors and sponsors for the various aspects of the plaza including the stage and digital screen, benches, trees, and other aspects of the plaza. It is recognized given the impact of Covid-19 that it may take a longer period of time to reach the target fundraising goal but staff can continue to market opportunities for donations and sponsorships until the goal is met.

Related to the NOHFC funding request, NOHFC has deferred a final decision on the downtown plaza project (Attachment D – NOHFC Downtown Civic Plaza Deferral) until a resolution by City Council in support of the project, which includes the City's commitment of funding towards the project, is approved.

Analysis

The downtown plaza project is an important initiative that is anticipated to incentivize new development and help to drive increased tax assessment and property valuations. It will help the community to attract new residents and foster business growth. The project will also provide space for community events/activity in the downtown year-round (four-season venue) which will not require the closure of Queen Street for regular events.

Increasing the number of events and activities is a critical component to revitalizing the downtown and for supporting tourism. A downtown plaza will also contribute to community pride and morale and provide an attractive downtown space for all ages. It will be a location that residents can gather for numerous activities, socialize and have fun. Prior to the Covid-19 outbreak, the success of BIA downtown events, SSM Raptors Jurassic Park and Poutine Feast demonstrated the demand for this type of activity in the community.

As the community looks forward to vaccine roll-out and a return to more normal social conditions, staff recommends that the City stay the course and continue to advance the plaza project. The rationale for this recommendation includes:

- Timing - The plaza project will take another year to develop with construction to start in August 2021 and completion as early as feasible, targeting summer 2022. By this time, it is hoped that renewed community gatherings will be in full swing.
- Recovery – Efforts to assist in generating foot traffic and the return of citizens and tourists to the downtown is critically important to the downtown business community.
- Leadership - The City can, and should, demonstrate leadership in this area of community development. Downtown revitalization has been recognized across all planning documents and the plaza will serve the community as a strategic asset in the future.

The purpose of this report is to seek Council approval to advance this critical community development project. With Council approval, the detailed design drawings will be completed by Brook McIlroy, a tender issued to advance the construction of the plaza and copy of the resolution provided to NOHFC for final decision on the City's application for funding.

Financial Implications

The City has already set aside $3,875,000 for the plaza project. An additional contribution of $1,472,068 is required to advance the project as designed. This funding is proposed to come from $500,000 Community Growth Initiatives capital

line item in future years (2022, 2023 and a portion of 2024). This will result in no impact to the levy.

The previous funding sources set aside by the City for the plaza included $2.5M from the one-time gas tax funding in 2019, $256,000 from the 2019 Community Growth Initiatives (CGI) capital line item and $500,000 from the 2020 CGI line item.

The revised City funding contributions are outlined in the table below:

Revised City Funding Sources	
One-time Gas Tax 2019	$2,500,000
Community Growth Initiatives 2019	$264,866
Property Purchase Reserve	$110,134
Community Growth Initiatives 2020	$500,000
Community Growth Initiatives 2021	$500,000
Total	$3,875,000
Future Community Growth Initiatives – 2022 ($500k), 2023 ($500k), 2024 ($472,068)	$1,472,068
Total	$5,347,068

The overall plaza budget previously presented to Council included $6.2M for plaza development and $400,000 for property acquisition for a total cost of $6.6M.

The revised project cost and funding sources for the plaza are outlined below:

Project Cost	
Plaza development	$7,844,000
Property acquisitions (final cost) 535 Queen - $385,000 616-26 Bay - $210,000	$603,038
Total Cost	$8,447,068
Project Funding	
Government Funding FedNor - $500,000 (confirmed) NOHFC - $2,000,000 (pending decision)	$2,500,000

Sponsorship	$600,000
City Share	$5,347,068
Total	$8,447,068

It is noted that City Council also approved the purchase of 73 Brock Street as a future home of the Mill Market for a cost of $385,000 including legal fees. This is a separate project and staff will collaborate with Mill Market SSM to finalize the budget, make a recommendation for a City contribution to the project and pursue funding applications to support the development of the property to house the Mill Market. The two projects are complementary and positive benefits for both the plaza and the market are anticipated by being located adjacent to one another.

The ongoing operating costs for the plaza are estimated to be approximately $265,000 per year (Attachment E – Estimated Operating Budget Downtown Plaza). The primary costs are related to staffing (operator in the winter to maintain ice surface and part-time/student staff in the summer for programming), utilities, security and supplies. Staff have been conservative in estimating revenues associated with the plaza and the revenues may be able to be increased in future years.

Strategic Plan / Policy Impact

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The project aligns directly with the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The project also aligns with the FutureSSM Community Development Strategy and Downtown Development strategy.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report dated May 10, 2021 concerning the development of the downtown plaza be received and that City Council authorize an additional $1,472,068 in funding to come from the Community Growth Initiatives line item in 2022, 2023 and 2024.

Further that City Council approve the plaza development with a total project cost of $8,447,068 with a total City contribution of $5,347,068 and expected annual operating costs of $265,000.

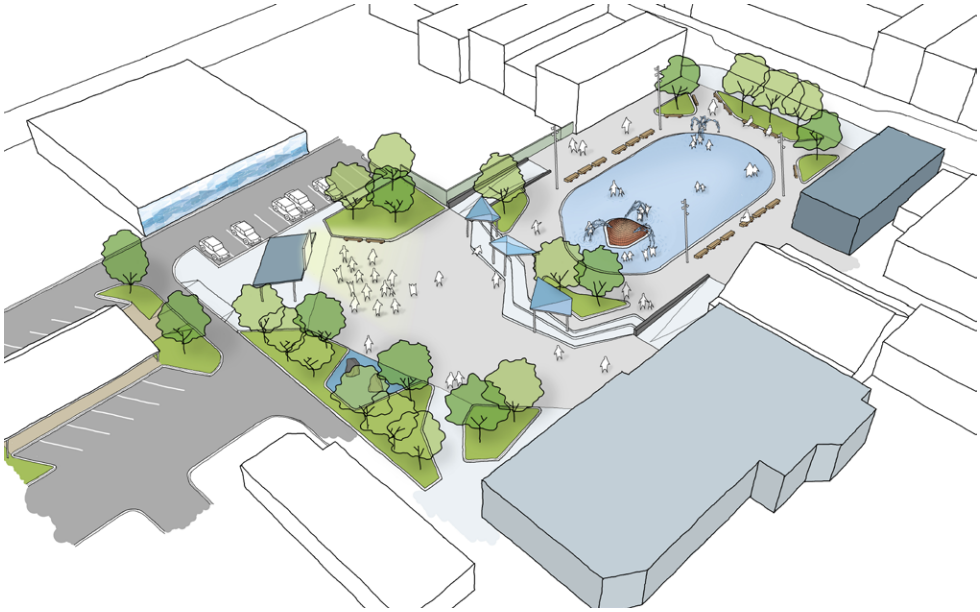
Further, that City Council authorize staff to finalize the construction drawings and issue a tender for the construction of the downtown plaza with the plaza construction cost and fees estimated to be $7,844,000.

Further that Council confirms that the City will be responsible for any cost overruns in the project or any shortfall in fundraising.

Respectfully submitted,



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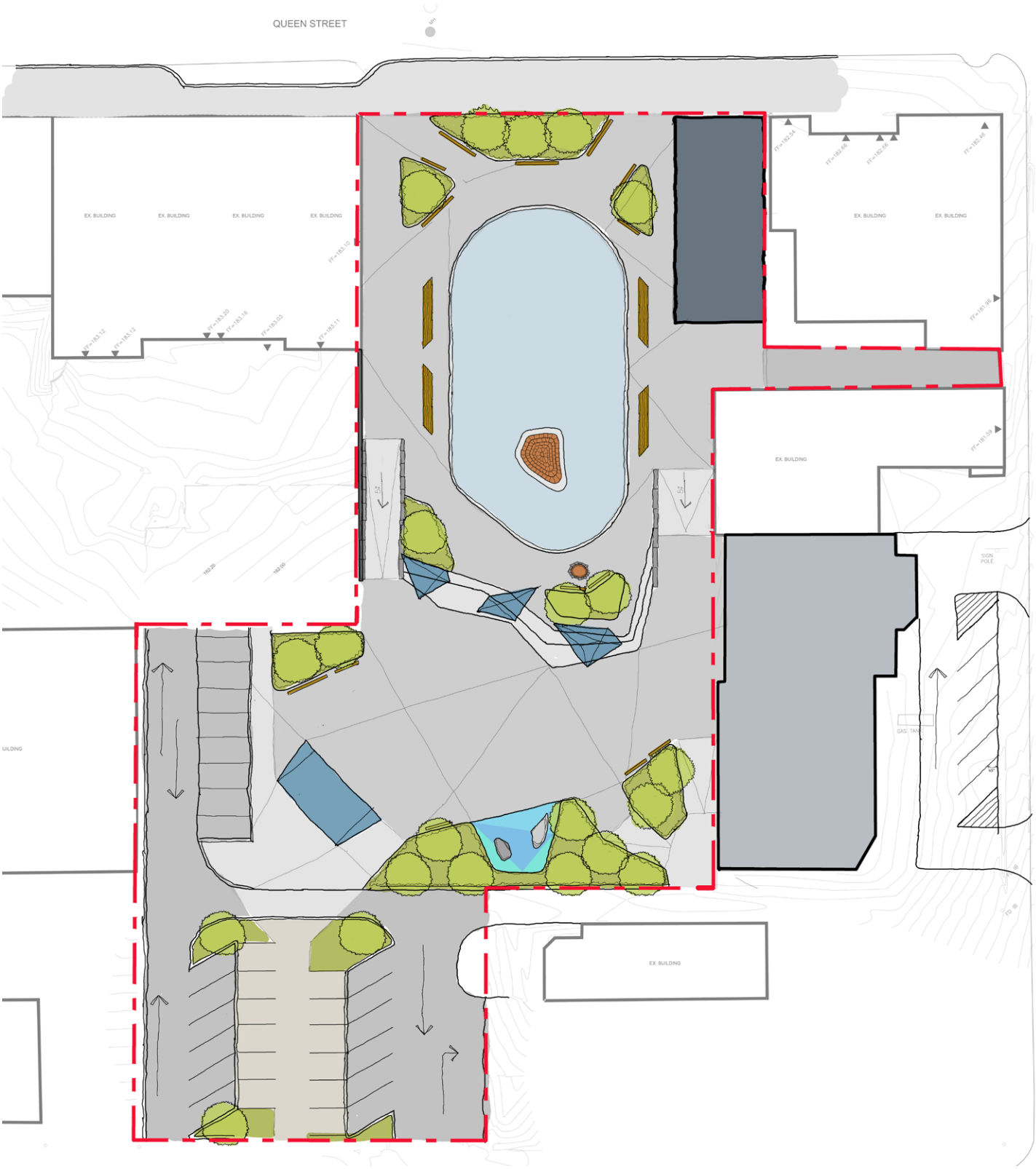
Sault Ste. Marie Downtown Plaza
Consultation Summary

November 25, 2020

BrookMcIlroy/

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Conceptual Design of the Downtown Plaza

Introduction

The Consultation Summary has been prepared by Brook McIlroy to summarize the feedback received at the consultation events held from September 28th to October 15th, 2020 for the Downtown Plaza project in Sault Ste. Marie.

The purpose of the consultation was to inform Council, the Downtown Association and the public about the Downtown Plaza project and its progress to date. The consultation approach provided an opportunity for the community to offer feedback and share their ideas for the space. The consultation method was to present background analysis, guiding design principles and the proposed conceptual design. Participants were also given the opportunity to pose questions to the design team and City Staff. All forms of engagement were held virtually due to COVID-19.

Four types of engagement occurred in the 2-week period. The Project Team:

1. Presented to Council;
2. Hosted a collaborative meeting with the Downtown Association;
3. Presented at two public meetings via Zoom; and,
4. Hosted an online survey for a two-week period.

Each consultation event has been summarized and are discussed in the following sections:

A. Council Presentation
B. Downtown Association
C. Public Meeting
D. Online Survey



Council Presentation on Zoom on September 28, 2020



Project Objectives Presented to Council

Council Presentation

Colin Berman, Principal and Landscape Architect at Brook McIlroy presented at the Council meeting on September 28th 2020. Colin and Tom Vair, Deputy CAO, Community Development and Enterprise Services, were available post presentation to respond to any questions posed by the Council members.

The Mayor reinforced that this agenda item's purpose was to introduce the concept and provide a status update on the project, but that more consultation with the public and Indigenous groups would be conducted in the coming month.

"If you have a pulse in Sault Ste. Marie, you should be excited about this"— was one of the comments from City Council at the presentation about the design for the upcoming Civic Plaza. All Council members were in full support of the concepts and were excited about the development of the Downtown Plaza. Main concerns and questions posed after the presentation related to additional consultation methods, accessibility, and number of people the plaza can accommodate.

There was a question posed regarding the type of consultation that be held for the public, and what additional stakeholder groups would be involved in the process. Tom Vair clarified that there would be two public meetings held on Thursday October 1st, 2020 (one afternoon session and one evening session) for the public to participate in virtually, with breakout rooms as required for additional group discussions. A public survey was to be launched on October 1st to gain public feedback for two consecutive weeks, concluding on Friday October 16th. All project information as well as the survey link were to be posted on the project page, hosted on the City's website. In addition to general public feedback, meetings and presentations will be held with the Downtown Business Association.

Concerns involving the accessibility of the space were raised with regards to the unit pavers proposed for the majority of the site. Council was concerned with tripping hazards for mobility devices. The Project Team assured Council that the unit pavers chosen for the site will be large in size in order to reduce the number of joints, and that an accessible concrete walkway will be designed to ensure maximum accessibility. Colin Berman also made note that the site will be designed to accommodate accessible movement throughout the entire plaza, and that the ramps proposed will be below Ontario Building Code requirement of 5%.

Clarification on the number of people within the site was addressed. 2,500 people would be accommodated at the Downtown Plaza site, where approximately 4,000 people are able to fit within the Roberta Bondar Pavilion. The skating rink/skim is water can support approximate 200-300 people on a busy day, which is similar to the size and capacity of the Guelph Market Square (a comparable precedent for the project).

The budget for the Downtown Plaza was raised by Council and Tom Vair clarified that previously, the Plaza was budgeted at $6.6 million. The City has applied for NOHFC and FedNor funding, and though there has not been a response to date, the City is hopeful that we will receive a positive response. In addition to government funding, the City is also looking at undertaking fundraising for the plaza. Both the external fundraising strategy and government funding would determine the final Plaza cost. The City clarified that the Project Team would share the fundraising strategy with Council along with the finalize concept and proposed budget.

A few concerns were raised regarding the safety, security, and possible vandalism within the Plaza. The Project Team explained that certain design elements will host an anti-graffiti coating, and robust materials will be proposed where a coating

cannot be applied. Metal and steel would be used over softer materials. The City responded to the possibility of additional security features (cameras, staffing, etc.) that may be incorporated as we progress through the design process.

The final comment was with regards to public art, and how this would be incorporate into the design. Much of the main public art element in demonstrated through an interactive lighting display. In addition, there are many blank canvases that front the plaza that could act as public. There are also various opportunities to have a standalone public art piece within the plaza, and the Project Team would consult with the City and public on the best procurement method for this piece.

Council and the Mayor are extremely encouraging about the project and expressed excitement about the positive impact the plaza will have for the Sault Ste. Marie community. The Project Team will report back to Council with additional design decisions and an updated budget.

Downtown Association

The Project Team and City Staff met with the Downtown Association Board on Tuesday September 29th, 2020 via Zoom. Colin Berman of Brook McIlroy presented the design inspiration, background analysis and conceptual design to approximately 7 members.

Similar to the Council meeting, questions concerning safety and vandalism were posed. The Project Team will review methods of security to increase safety (cameras, security staffing, lighting, etc.). The City currently hires staff to patrol the waterfront trail at night, and this plaza could potentially be added to the boundary.

The potential of the unprogrammed space in the lower portion was discussed, and how the City plans to accommodate different events (seating, storage, permanent seating vs modular, etc.) It was discussed that the intent of this space was to be flexible to allow any type of event. The City (or any group) could take over the space and install temporary structures and seating to accommodate a range of activities (markets, yoga, movie nights, etc.).

To have increased users in the plaza, the Downtown Association would like to incorporate wi-fi and feel it would promote activity in the plaza for all ages. The City agreed that this would be an asset, and it is something that the Project Team will investigate for the final design.

Questions regarding the retail space/option of pop-ups was raised. The Downtown Association would like to encourage local shops to use the space and would like the opportunity for Retail Licenses within the plaza. The City agreed that this would be a benefit and highlighted the future Market Retail Shop currently being designed within the new Market Building on site. This would promote local shops and support the community even when the market is not running.

Enthusiasm was expressed for the Downtown plaza and an opinion was expressed that the BIA can and should assist the City in fundraising efforts for the project.

Finally, the Project Team addressed concerns regarding accessibility (drop-off locations, concrete walkways vs unit pavers, parking stalls), site furnishing (will this style match downtown furnishings, or independent), and opportunities for fundraising. These concerns were raised during the Council meeting, and the Project Team provided the same response to the Downtown Association. The City and the Project Team are interested in continuing to work with the Downtown Association on the plaza design and will be reaching out to specific business owners who are located adjacent to the plaza for targeted feedback.



Conceptual Rendering of Winter Skating

Public Meeting

On Thursday October 1st, 2020, the Project Team held two virtual public meetings; the first at 12pm and the second at 7pm with approximately 18 people in attendance.

Generally, the consensus from the public was positive. Many community members spoke highly of the design and comments pertained mainly to more detailed aspects.

At the first public meeting, the Project Team was joined by Mr. Porco, the Machine Shop owner. Mr. Porco expressed his concern with the City spending money on a project very similar to the one he is currently building (skate pad, community hub). Mr. Porco highlighted that these projects should not be competing spaces. The Project Team expressed that both spaces would be an asset to the City and the City assured Tony that they would contact him directly to discuss this concern in more detail.

A community member felt the site would benefit from more greenery and vegetation, and felt the downtown was lacking greenery as a whole. As a part time resident, she always feels tied to nature when residing in the north and would like to see that reflected in the design. She also felt that this space would be ideal for public art. As an Artist, she felt that art was missing from Sault Ste Marie, and this space would be a great canvas for local artists. A suggested idea that the screen could be used to promote local art when not in use for events. “Is there a way we would be able to tie into what people think of when they think of the Soo (steel and hockey)? It would be important to play off the winter theme and promote what the City has to offer in the winter months”.

Another local resident, a member of Fringe North, commented on the possibility for buskers and performances in the space. He enjoyed the idea of an intimate space for performances and felt it would be beneficial to the Project Team to sit down with the Arts and Culture department to discuss specific event requirements in the space.

Many similar concerns were raised with regards to safety, security, lighting, parking, and accessibility. As previously mentioned, these are key design directives that will be incorporated into the final design.



Online Survey Home Screen

Public Survey

The public survey was live for a two-week period, opening on October 1st and closed October 16th 2020. The survey opened with information about the design intent and inspiration for the conceptual design, followed by multiple renderings of the design.

The survey posed four major questions:

1. What do you like about the concept design for the plaza?
2. What could be improved about the design?
3. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?
4. Share any additional comments about the plaza

Over two hundred responses were received with the majority of the feedback being positive, with minimal concerns with the proposed design. Many respondents were interested in the outdoor concert area, multi-seasonal activities, the gathering and community hub, and general excitement for the investment in the downtown.

A few respondents would like to see additional parking on site and feel that on a busy market day or weekend, the parking lot will not be able to support the number of people wanting to enjoy the space. An emphasis on public parking lots within a 5-minute walking radius of the plaza will be important in promoting events and activity within the plaza.

Respondents also hope to see areas within the plaza for local food vendors, food trucks and retail shops. The design of the future market building will assist in addressing these concerns, as the market building will accommodate indoor seating, a retail shop and market vendors. There will be the opportunity to add movable tables and chairs adjacent to the market building to accommodate additional outdoor accessible seating in the warmer months.

Other areas of improvement include additional fire pits to increase winter activity, incorporation of additional green space and plantings, and an emphasis on safety and security at nighttime. Many issues raised in the survey have been echoed throughout the consolation process, and the Project Team will work with the City to establish effective ways to address each issue.

Appendix: Survey Responses

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
I like a number of the elements. However, for me, I think that the item that will/could have the most impact is the stage area and screen. I have travelled a lot through Europe, where each town/city has a town square or 'piazza'. Where/how I've seen these used the best, is when say there is a major soccer tournament (think World Cup or European Championship) - and then the screen is setup to view the game and thousands of people come to the square to view the game. I think this could be a major driver of people attending and so my only concern is whether (a) the proposed screen is big enough, and (b) whether there is enough space for enough people.	1. I don't really see any space or accommodation for say selling of beer, etc., or other similar type vendors. Depending on the event, this should be considered. 2. I don't think that the 5 (?) washrooms laid out in the building design are enough for large events. A suggestion - I was in Prague, at their 'Old Square' downtown one time during the European Championship for soccer. There was probably 10,000 people. To deal with the washroom issue, they simply brought in an '18-wheeler trailer' that was pre-setup with portable washrooms. One trailer for men and one trailer for women. When the event was done, they were able to quickly move the added capacity washrooms out and the square went back to its 'normal' washroom capacity. Perhaps you could consider having a space somewhere nearby the square - Bay St area? - where such a trailer could be brought in.	I think that having the square fringed by restaurants and cafes would be great. Again, back to the Europe examples - you'll find that lots of the squares there are surrounded by cafes/bars/restaurants. While I realize that you have constraints from the perspective of existing realty being owned by others, perhaps this could be taken into consideration as part of the longer term view to the area and its usage.	While I realize this feedback is supposed to be plaza specific, I didn't really see any real mention about how the plaza fits into the broader design for downtown. It would be good to understand, and communicate, how the plaza design and flow ties into other potential things - i.e. perhaps a pedestrian only area of Queen Street either permanently or temporarily for specific plaza events. Similarly, how does the plaza traffic flow tie into the new Bay Street elements and other waterfront elements, hub trail, etc.	31 to 64 years old
The entire concept	Not a thing	A place they serves beer	Looks good	31 to 64 years old
The outdoor concert area	parking	a rock climbing wall	I dont think we need another skating rink. Anything else the city can provide instead?	31 to 64 years old
10 weeks use (weather permitting) in summer and 8 weeks use (weather permitting) in winter..... 18 weeks use , 34 weeks empty... not the best design	indoor facility ...use the Sears or Walmart site at Station Mall ...save the mall with an anchor and have 12 month usage..	social gathering ? not thinking	Parking .... plaza has very little parking and with the Mill market moving next door there will be inadequate parking . Mill maket alone has 100 spaces where they are , you are looking at maybe 50 for the whole plaza ...?	65 years old or above
-Fountain that is used as a skating rink in winter. -Change rooms				
Right downtown	More parking spot	Snack bar	More parking, please!	19 to 30 years old
I think a rink would be fun with the proper security in place	Location not gret	Food	Hope it xan be affordable for everyone mainly those on a very tight budget	31 to 64 years old
Roger Brooks is a genius.	More grass space	3 Busker pitches, small concrete circles with power. Picnic tables can sit on when not in use. Example, City of Edmonton downtown accross from City Hall, home to Edmonton Street performers festival, Jazz City, the Works	Lots of green space, picnic tsbled	65 years old or above
Open, modern and multi use. I'm mostly just thrilled with the idea of promoting a more outdoor and social lifestyle in the Soo.	Possibly integrate a small exercise area similar to near the art museum, or perhaps a bouldering (rock climbing) area.	Bouldering (low height rock climbing) or a small creative play area (non stereotypical playground or interactive sculptures)	Happy to see this coming up and hopefully coming to fruition.	31 to 64 years old
The ice rink.	Maybe a little on the large size. Maybe do a couple of phases to make sure the design and use catches on before spending so much.	No	Cost is too high.	31 to 64 years old
Family oriented				
All season gathering place.	I think there should be spots for food trucks or some sort of food you can buy. Sandwiches. Fries. Burgers. Ice cream. Got chocolate.	Food vendors	Everything looks great! Just my suggestion on possibly having food vendors	31 to 64 years old
Multi use to bring events all times of year	Parking	Outdoor work out equipment similar to clergue park	24 hr security considering additional places for drug use in the most heavily drug related part of town.	19 to 30 years old
Skating rink	More benchs	Nope	Nothing	19 to 30 years old
Looks good. Hope ice is artificially frozen for longer skating period (as in many cities). Glad to see washrooms close to Queen St.	Would have to think about that. Bicycle racks? Hope the sound system is good and make sure lighting is esthically pleasing for all season lighting, especially duringe Christmas, Easter, Halloween etc.	outdoor heatingunits/shelter i.e. a partially enclosed gazebo taking into consideration that the wind from the river/lake is often brutal	lights, lights, lights	65 years old or above
I think it is extremely disappointing that the city is funding buildings for the Mill Market and not for the original Farmer's Market.	A waste of money for the downtown. To make the downtown vibrant again you need more businesses and better parking and not gouging for parking.	A waste of money especially with the pandemic going on and so many out of work.	What a waste, we are not in Southern Ontario, someone had a bright idea on how to waste more taxpayers' money. Our city taxes should not be going up almost 3% a year. No one gets a wage increase like that yearly.	Prefer not to say
Providing famy activities on the waterfront	The design duplicates and competes with existing attraction(s) the skating trail at Clergue Park and a private development at the Mill Market. Not ideal location, should be nearer waterfront or Bondar tent. This would be a better location for transit terminal.	Splash pad	Not a good concept, location or use of that space	31 to 64 years old
Connecting bay and queen	Way more shade and trees needed This place can be used as an area for downtown workers to eat their lunch outside but that only happens if there's protection from the sun	"THE SOO" lit up letter feature A single bike repair stand (pump/tool)	The water feature should just be a simple stream fountains. A couple spouts that grow and shrink in size. If the overspray gets in the way of benches and pathways people aren't going to use it on the regular	19 to 30 years old
It's open	Location- downtown needs major clean up	I don't know if people will go because of needles around the bondar pavilion. What will you do for this area? Security personnel?	Security and safety for kids	31 to 64 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
Nothing	You could spend the money where it is more urgently needed	No	How about we make it so our city stops flooding before wasting money on things like this	31 to 64 years old
It's visually pleasing.	More parking.	Somewhere to get warm food/drinks in winter. Cold drinks and icecream in summer.	Just doesn't seem like enough parking. Downtown already has tuis issue everywhere.	19 to 30 years old
everything, its great				
Nothing. This is a HUGE waste of money and would be much better spent elsewhere.	Scrap the entire project. Worry about working on fixing the real problems the residents of the Sault face rather than providing a new place to be vandalized and destroyed.	Nothing about this would draw myself or my family there. It's a dilapidated ghost town that is overrun by illegal activity and an overall unsafe place to be.	GET RID OF THIS ASAP!	31 to 64 years old
Its a great Idea, A gathering place, but really another rink?	Honestly its hard to support a new project when the city dosent finish other it starts . So many halfs. When will you build phase 2 of the skatepark instead of yet another rink?	SKATEPARK as in skateboarding not ice skating.	Again so hard to support this when other projects at a fraction of the cost are left lingering for years, decades!	31 to 64 years old
Looks inviting, open, modern.	More seating, greenspace like trees. Spots for outdoor vendors selling coffee/hot chocolate and food	A stage for various events, connection to hub trail. Bike parking. Public drinking fountains	Space should be eco friendly. Lots of living plants and trees	19 to 30 years old
The idea is community minded	Location	Walking track	Parking?	31 to 64 years old
I think it's good!	Skating.	I don't think so. Maybe a chip stand in the summer.	Can't wait.	19 to 30 years old
I really liked the design aspect of using steps/seating to consider the gradient. This will be a lovely change for our downtown. The spot is currently an underused parking lot.	The staging area looks a little sad and unwelcoming, especially in comparison with the design features/elements in the plaza otherwise	As Councillor Hilsinger mentioned, there is a severe lack of public art in Sault Ste. Marie. Having an art installation, interactive or not, would be a great draw for myself and my family.	It is difficult to see in the photos but the wood seating looked weathered. Can it be treated to further prevent this weathering?	31 to 64 years old
Very nice	Park playground area for kids or splash pad for summer months	Splash pad	Affordable food canteen....and place for pop up stores and vendors	31 to 64 years old
The skating rink.	I'm not sure.	Nothing comes to mind at this time		
outdoor open recreational space + modern design	adding either a heater or firepit and adding a gazebo shelter area	Either a modern art backdrop, neon lights sign, colourful design, or other photo opp.	Love the concept	31 to 64 years old
I like the rapid idea. Perhaps some historical posters taking about the importance of the rapids would add to the importance of the concept.	I like the farmers market. I hope the area that they can set up in will be protected from rain and wind. I have been to winter Christmas markets in Alberta that are half outdoor and half indoor and they are magical. So if we could provide that to vendors it could be a really fun value added experience.	It's pretty similar to what is already at the bondar tent. I think some indoor/outdoor market flex space for special events and markets (winter, Christmas, summer, moonlight, etc) would draw me there. Food will bring me there. Perhaps food truck area or some flex food spaces for locals to showcase their cultural food and or latest food endeavour would definitely get me to return over and over again.	Honestly it's a repeat of what we have already. It seems pretty similar to bondar tent, new rink is going up at Porco's, outdoor skate at library. Anytime I lived in a larger centre (Tokyo, London, Australia, Toronto, calgary) what got me excited was food, nightlife, art markets, youthful vibe. Let's get some of that going. Families have a million places to go. Where do the people who enjoy being social go?	31 to 64 years old
Will be a nice place to gather.	More indigenous representation in the design and fulfilment given it was their land. Otherwise ensuring there is equal greenery and open space around the area, ie would be gorgeous at the empty harbourfront area where there was an old helipad, but may be over shadowed by the old hospital structure or industrial/aged parking lots and structures.	A dog park/off leash area fenced in by the water would bring a lot of folks and multi-activity outings to the waterfront	Hopefully the other rink downtown will be used as well. A little confused as to why there will be an additional skating rink when we already have the skating path out behind the mall, and another a bit further east, and the Grand Gardens open skating a few blocks away. Happy nonetheless to see progress and investment in downtown, but would much prefer to see investment in shops and restaurants along the harbourfront. Water and pond feature not really necessary when right beside fresh water.	19 to 30 years old
It's a place for a community to go.	I can't think of anything.	No	None	31 to 64 years old
Nothing, waste of monet	Fix our roads first! We do not need a rink/ park until roads are fixed.	Where are people suppose to park? There is barely any parking now. Will there be ppl there every hour of every day picking up used needles & other drug paraphernalia?	FIX OUR ROADS FIRST!!!!!	31 to 64 years old
I don't like it	Spend the tax payers money on areas of the city that need improvements, instead of building a new space			
Four seasons design	More trees/plants. Hard to get an idea in drawings	No	Looks great	31 to 64 years old
Outside ice rink	More nature	Summer roller rink	None	31 to 64 years old
Everything	Not sure.	No	It would be nice to have it acoustically designed so that concerts/live music can occur later in the evening without affecting the surrounding residences.	31 to 64 years old
Seems like a nice open concept design.	perhaps a bit too cluttered (?)	Canoe rentals? I've been here 2 years and perhaps I am just not aware of where to rent them in town. Most places seem out of town but I may just not know.	This is actually the first I am hearing about it because I moved to the west side so that's exiting!	31 to 64 years old
Nothing	At this point in time scrap it unless you can get rid of the druggies	no	We don't need another outdoor skating rink we need parking	65 years old or above
I don't. I think the money should be used as a deterrent for the excess criminal activity that is occurring in this city. More policing,courts serving harsher sentences.	It should be scrapped. It's not a place I would ever go to. This city is so unsafe in all neighborhoods.	None	Again I feel the money needs to be directed to making this city safer.	31 to 64 years old
Nothin	Where's the parking and where will the police be stationed	Staff that will Actually clean the areas unlike the other city facilities	Who's going to keep out the drug addicts	31 to 64 years old
the design				
Not much	Scale it down- see if people will use it	How about a vibrant downtown core- with cool cafes and local shops	It is too expensive for right now	31 to 64 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
The skating area	All is perfect	Biking	Amazing, I hoppe see this great project come true	31 to 64 years old
open, accessible, family oriented	outdoor shelter/warming station	quite well laid out	will there be any trendy/fun lighting? like old style bulbs, etc?	31 to 64 years old
Good	Add Heaters or fire pits	Food and drinks	Good	19 to 30 years old
I love how inviting it is. Great place for all to gather.	Shops around. Like a market or pop up stores. Gives people something to look at and spend some money locally.	Shops, food, stores	Love the idea and I think our downtown needs it. Thank you	31 to 64 years old
activities				
Very welcoming and family oriented	N/a	No sounds wonderful	N/a	31 to 64 years old
It's gorgeous - if it actually gets finished. And under budget. Or even at par.	Pare it down. Build it in affordable stages. Or wait until all the other stuff that needs to get done actually gets done.	Yes. Better roads. Crappy low- income homes fixed up. East end water fiasco put to bed. Residential public playgrounds maintained properly. Roads plowed for an entire winter before the money allocated runs out. Proper support in place for the addicted souls in this city that can't get any help getting clean because they aren't clean "long enough" on their own to deserve placement and support.	It's too soon. Our money needs to be spent on other things right now.	31 to 64 years old
Open, vibrant on sunny days.				
All season	Stage	Food and beverages	What equipment is included with the stage? Theatrical lighting? Lighting board installation? What capacity for providing sound amplification for musical acts, bands, theatrical performances and public presentations? What is the stage made of? Suitable for dancers? Is there an indoor area for performers? Private Dressing rooms? Storage?	31 to 64 years old
I like that it is close to the waterfront	Make room for food trucks and vendors!!!!!	Food!!!!	Looking forward to a substantial commitment to bring things to the downtown core!!!!!?????	31 to 64 years old
That it is all season.				
That it is multi seasonal	Parking seems minimal. A lot of residents seem to rely on driving their car everywhere they go. Will this be a problem?	Gardens	Not sure if you have considered this but there needs to be a plan to manage the number of dogs allowed. I would suggest none.Many people are allergic to animals,afraid of animals or are not dog people. I don't want to have to be bothered by others dogs,dog fights or dog droppings. Please dont think that posting a sign saying dogs must be leashed will take care of the problem . It dosen't work in Bellevue Park so don't see why this area would be different. And it's a lot smaller.	31 to 64 years old
I like the idea of having a place where adults and kids can enjoy, also allowing the business to be involve	it could have a food court where the families can eat while enjoying the plaza	a food court and vendors place not and only for farmers market but someplace that includes other kinds of business and products. for example specialty foods, handmade decoration etc.	I cannot wait for having this in the city. we need more spaces to share with the family and the community	31 to 64 years old
Multi seasonal and a water feature	More seating	Room for outdoor games and green grass	I think it is a good. plant material needs to take into consideration the plantings already in the downtown and avoid a mono culture. They also need to be planted at the right spacing to avoid overcrowding. Overcrowding seems to be the architectural trend in the latest plantings downtown. That will not do us any favors in the long run.	31 to 64 years old
Nice design, what's the cost to taxpayers this time. Why not give us a rebate on property taxes instead of this.	Not building it and saving taxpayers money	We have lots of rinks already. Stop squandering tax payers money. No one wants this.	Save the tax revenue and fix a road.	19 to 30 years old
More places for activities	Space looks small, especially after covid we need to ensure people have sufficient space	Honestly I doubt I will use it as crowded areas are not for me. Especially when I can go out of town for the same thing. (Camping) and it doesn't take all of the city's budget	Please don't spend a lot of money on this. It's not worth it when we have an arena to use	19 to 30 years old
Openness	A larger outdoor market space - Covid has shown the importance of outdoor spaces and food accessibility.	Everything is there, assuming the stage can hold the symphony when it is allowed to start up again.	It looks like a great addition to the downtown.	31 to 64 years old
it's open and family friendly	n/a	coffee bar or snack bar of some kind	So nice to see more development downtown, sure hope it is monitored and has some security. I don't feel safe in our downtown lately.	31 to 64 years old
The skating rink	Better outdoor night lightning and "blue light" safety buttons for emergency uses	Accessible and FREE parking	Looks beautiful	19 to 30 years old
It's terrible	Cancel it altogether	No because this is a big waste of money	Quit wasting money. This is so ridiculous	31 to 64 years old
Layout	Hard to tell from pic	Food vendor	Good layout	65 years old or above
Gathering and sitting spot for downtown. Nice to have lunch or meet there.				
Good design				
Seems nice and open, like that it's a pedestrian only concept.	Hopefully the Algoma Farmers' Market is included in this benevolent funding.	Equitable distribution of funding to both farmers' markets that are in the city.	nothing to add	Prefer not to say
The openness of the design.	Maybe push the water/rink a bit farther away from Queen St.	I think the bonfires that were at the rink close to city hall were a hit along with Beaver Tails!	none	31 to 64 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
nothing	maybe money is better spent elsewhere, why dont we look at the HUNDREDS of issues we have in our downtown core, there is no support for local business with this. and if you think THIS will bring business downtown youre sorely mistaken	a plan to assist the businesses downtown. a plan to assist the people downtown with no homes and drug issues	not well thought out AND the machine shop is already doing it.	31 to 64 years old
The design beautifully accommodates the 6' elevation difference from Queen to Bay. A great linkage to waterfront. Very pedestrian friendly.	Bigger access to future Farmers Market.	Some sort of eatery.	Very impressive. Suggest good wayfinding signage to waterfront,CityHall,etc.	31 to 64 years old
To be honest nothing	the location needs to be reconsidered due to current activities that are occurring in that area with drugs use and vandalism	no. All of these ideas are not needed. We have sufficient enough outdoor rinks already in this city. All this other "extra" stuff is completely unnecessary	I believe that the money going to be wasted in this project could be better put to use fixing the issues already in this city. Trying to mask our problem by putting in something new and flashy will not make anything better. This city council needs to re evaluate and look at putting this money into the drug issues in this city as well as the other eye sores that could use work.	31 to 64 years old
Encompasses many ideas for use in one space	Make space for food vendors (perhaps this is part of the farmer's market?). Coffee, hot chocolate etc needs to be available for cold winter skating	Food vendors	NA	31 to 64 years old
I like that there is an integrated stage for performances	If you're going to have a performance stage, please consult with a professional sound design company (locally I'd consult George Ravlich from Crank Sound Distribution) to make sure that a permanent sound system is suitably selected and installed properly.	A regularly scheduled Concert Series, featuring local talent.	If you're going to have a performance stage, please consult with a professional sound design company (locally I'd consult George Ravlich from Crank Sound Distribution) to make sure that a permanent sound system is suitably selected and installed properly.	31 to 64 years old
Looks great.	Not sure	Snowshoe trail or fat bike trail	Design looks great but unless the homeless drug problems are taken care of first they will sleep there at night like on Queen St.	31 to 64 years old
More to do downtown will mean more people, more police presence, less drugs.	Sidewalk space	Affordable snacks and beverages.. The nearby Tim Hortons will be crazy.	Add video surveillance and more police to downtown	31 to 64 years old
I love that there is a rink/water park area	Do we need the metal fence around the entire area?	N/a	Looks great, looking forward to it	19 to 30 years old
Nothing...it is a waste of money. Your down town is full of drugs and theives. Clean it up first. Everything your building we already have. You build this then those areas will become empty and abandoned. The downtown core is disgusting and needs to be cleaned up before building this. Iam new to this city so iam a fresh set of eyes looking in. Which other city/town has a skating rink downtown?? There is a new one going up by the machine shop? And all the fancy lights? What for? To make it look pretty. Do not build this	The downtown area needs to be cleaned up first. Fix the drug and stealing issue first or this will be their new breeding ground ir it will get vandalized. Look at Gore street...waste of money...how much money spent and it is ugly and abandoned. Because of the drugs and crime. This city has a huge problem they are ignoring	I would probably go here once with my family and never go back...what happens if it is a warm winter the rink will never open...there are already how many outdoor skating areas in this city...a better rink is being built blocks away?? I get you want people downtown but this is not the solution. Stop the drugs and crime and people will open stores and go downtown. People are afraid and if you think this will change that your wrong. It will be great at first then slowly fade away	It looks nice on paper but the drugs and crime downtown is insane. This is a bandaid fix. It will be nice and busy but it will slowly die. Do you think people will go down skating and spend money in stores? Clean up the downtown. Offer cheap rent to new store owners, better signage, more flowers, sweep the sidewalks. All the stores are closed on weekends? The downtown is not very inviting, lots of vacant shops, its dirty, druggies every where. Fix the small issues first then start to re build	31 to 64 years old
The idea is great but not the location	Location	Snack bar	The concept is great	31 to 64 years old
I think spending money on this would be a waste of tax payer dollars	Don't so it	You already wasted money on Bay Street. Stop spending money you don't have	The downtown core needs to be cleaned up first before something like this happens	31 to 64 years old
Open concept, welcoming, in a good location	Have a few shelters set up for warmth in the winter...like shelters around the benches	Small shops	Design is good	19 to 30 years old
Available washrooms although with the city's drug problem - not sure how you will keep them safe	Not sure	Maybe food.. otherwise not sure	Free parking! The parking in our city is annoying	31 to 64 years old
Everything				
That is designed to be USED by the public... Not just another space,	not much... it looks like a lot of thought went into it..	pop up vendors?	Glad to see the city is FINALLY investing in the downtown..	31 to 64 years old
It seems like a nice design.	I'm not sure	Food trucks would be a great addition!	A big concern is location as the downtown core is becoming an unsafe area. Who will truly benefit from this plaza? Also, although there will be washrooms will they be open all the time? And what about security for the area? The downtown boardwalk : marina doesn't have the washrooms open for long periods of time, evenings etc so that would be a deterrent as all.	31 to 64 years old
Everything	Think about reducing insurance costs for vendors. No vendors if insurance is high. Also food truck spot and if you have food truck waste disposal program. Charge it in vendor fee. Washrooms for the public and biohazard waste disposal in them for diabetics and addicts.	mural area to feature local artists, and large enough to display movies from a projector.	If available to book for events then don't run events simultaneous at Bondar Pavillion and The Plaza. Also should have public name the plaza. Unless it's named for someone already.	31 to 64 years old
There is space for the market there.	Perhaps considering planting food plants or including natural play items for youngsters outside.	Outdoor book swap. Community building concepts.	Nice work	31 to 64 years old
It will bring life to the area, something to do with the family.	I think an area to feature local artist	Nothing that I can think of	It is a welcome addition to the city.	31 to 64 years old
multiple activities year-round	opportunities for public art could be enhanced	spaces for vendors to set up outside	a great design !	31 to 64 years old

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Beautiful design. Invites more pedestrian foot traffic into downtown core.	Would love to see opportunities for cafes and retail fronting onto the plaza.	Retail, cafes / lunch markets.	I love that it creates flow between Queen St. And Bay St. Proper lighting should make it inviting for both day and night. Would love to see more spaces like this connecting attractions downtown like the library, bushplane museum, station mall and arena that are pedestrian friendly.	31 to 64 years old
Modern, family friendly	Skate rental, food/drink vender, more green space	Hub trail access	I think this will be great for downtown. Food/drink vendors would help retain people downtown. The restaurants in the current area.. with have poor hours,limited seating,or not family friendly	31 to 64 years old
It's a great idea but not sure how safe it would be.	Nothing	A safe downtown.	Address the issues of downtown.	31 to 64 years old
The intent of bringing people together	Not my expertise	We have a lot of rinks already. This will be #4.	None	31 to 64 years old
I think it's good for kids to have more things to do in the city	I would want it to include more sensory play or educational play elements	Art	I think it's a good idea	19 to 30 years old
It has skating	Queen st is very noisy all year round. I would suggest some kind of sound deadening. Also I think their should be somewhere you can out food down to eat. Even if it's just a picnic table brought over from clergue park.	Beat the taggers to the punch and get some kind of mural up other than John's garage	None	31 to 64 years old
Nothing	Nothing because the money could be better spent in our community	Nope	Why are we spending 6 million on a plaza when it could be better spent in our community. We have huge mental health probelems and sre in the middle of a pandemic yet this is what our city thinks is good to spend the money on.	19 to 30 years old
Water play	No skating rink. The one at clergue will be close and it's beautiful on the water front	Market	None	31 to 64 years old
it's a lovely idea overall but seems shortsighted in the face of an opioid epidemic and global pandemic. I.e. as a priority, it seems too high on the list. Could this be rolled out in conjunction with social programs to support addicts and expanded affordable housing?	Could this be rolled out in conjunction with social programs to support addicts and expanded affordable housing?	it sounds well planned as an family/public entertainment concept	Again, lovely concept, but this city should have other priorities. if serious social issues are addressed concurrently, it would really be something worth celebrating- and somewhere to celebrate.	31 to 64 years old
It's great to have more gathering places in the downtown core. Provided that once these spaces have been built, that there be some kind of organization or programming to ensure there is always something going on. Not another dead space.Events bring people downtown, bring customers to local businesses and money into the economy. This could be something great.	Looks good as long as there is enough room for people to walk around as well.	There should be a few spaces dedicated for food vendors as well.	Great concept. Would love to see more of these spaces throughout the community.	19 to 30 years old
Meh				
It looks modern	More washrooms	No	Make sure the parking is big enough for plenty automobiles	31 to 64 years old
Natural elements, fire pit, farmers market, stage				
Aesthetically pleasing	Not sure	Water fountain like in a piazza	It would be great if it connected to the hub trail and boardwalk area easily	31 to 64 years old
The multiple public features, and public washrooms.	Add multiple drinking water fountains and bottle filling stations	Free Drinking water fountains. Also, and area for food trucks to sell items! It would be nice to grab as food and sit and enjoy the new space. But a free water fountain is vital A greenhouse space such as Belleview park would be wonderful. It offers something nice to look at, and a warm inviting space in the winter For the winter, it would be nice to have a warming station and hot chocolate hut.	.	31 to 64 years old
I like that it will be able to be used through all 4 seasons	The seating around the rink	Heating areas to get warm in the winter	I hope this works out. I think it is a great investment for our city!	31 to 64 years old
Central, downtown. Open air, multi-purpose.	More green.	Facilitating food (licensed temporary vendors?). Kiosks for other vendors linked to market.	Great idea. Please make sure there is adequate provision of proper bike racks (like new one on Bay) at the plaza and all down adjacent Queen Street from East to Gore.	31 to 64 years old
Nothing. Who is using this..crack heads	Nothing scrap it	Shopping. We need places to shop..and not expensive local shops no one can afford	Waste of my tax dollars. We need things to bring in tourists and no one is coming to the soo for this. When we were closed it was2 hr wait to get into walmart. We need more places to buy things when we r closed again. Bring big name places to shop	31 to 64 years old
It's design with 4 seasons usage in mind.	The design could use more overhead protection, usage for protection during inclement weather and protection for vendors usage during events held in the square.	I like the idea of screens for stage usage but led screens could also be used for the lighting and focal points with possible advertising revenue during non event times. The new scoreboard at the Gardens shows how far the technology has come and the possible uses on something like a clock tower etc. in the park.	This would be the perfect open space for some civic pride, the photo op for tourists to check in to, that lit sign or wall that says "I'm in Sault Ste. Marieᴀ"	31 to 64 years old
Creates more pedestrian areas downtown				
Everything	Nothing Everything looks good	Stores multicultural Food vendors	Food vendors and souvenirs store	31 to 64 years old
Not much	A different location	Beer gardens	Not enough people to utilize it properly or enough. Just like the gardens. Will be a slow bleed on the cities money	31 to 64 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
It will bring people to the downtown core, stimulating necessary growth				
I like the community aspects, attractions for all ages. Year-round activities.	There is an existing farmer's market at Bondar pavilion less than 1km away and a skating trail across the street. It seems like a lot of overlap in services.	No. I do like that there are change rooms and possibility of skate rentals though.	There is an existing farmer's market at Bondar pavilion less than 1km away and a skating trail across the street from the proposed plaza site. It seems like a lot of overlap in services. I also have a great deal of concern about the plaza being used as a place to sleep by our growing homeless population, and very concerned about the likelihood of there being drug use on site and substance use paraphernalia left onsite. I struggle to feel confident families will feel safe and comfortable bringing their families here.	31 to 64 years old
Every aspect	Nothing	No	Looking forward to taking my family here!	31 to 64 years old
The outdoor performance space and the skating area	Nothing from what I could see	Perhaps a space for local vendors	Looking good!	31 to 64 years old
All Looks good.	Na			
The rink				
There isn't enough parking downtown already, where are people who use the plaza, going to park? Much of the parking downtown are private lots, with owners already having to write tickets for those illegally parking. Where do you plan to build the new parking lot, as this plaza is taking away downtown parking?	Nothing really, other than you are taking away parking to build it.	I don't think my family will be drawn to this as there is a public ice rink at the arena near my home. I wouldn't drive downtown for this, when my neighbourhood has a rink that's close to my home.	How do you plan to protect this new plaza from crime and vandalism? For example, the "green space" on Gore Street is beautiful, yet is the now the hangout for persons who struggle with addictions. We have 2 methadone clinics on Queen Street. People hang out and vandalize property now. What measures will be put in place to protect this investment?	31 to 64 years old
It is recreation focused, central downtown, and will promote community.	I think there needs to be considerations that ice skating is not an accessible sport. Unless you are going to have a program where underprivileged folks can rent skates for free, this is not an inclusive sport to be the main focus. A basketball court should be included & there should be a recreation activity available that is accessible to folks with disabilities too.	Market type local vendors, mental health and addictions programming that is recreation based, accessible activities/spaces, a basketball net (so badly needed downtown), live music.	I support this initiative but please think about how our vulnerable populations will access the space and programs. Not everyone has the luxury of owning skates and this is a major focus of the design. There needs to be thought that goes into how to make skates accessible to anyone who may want to try - especially those with disabilities and what will be offered to those who may be wheelchair bound.	19 to 30 years old
4 seasons, Canadian elements	music system	food concession	video cameras to limit crime	65 years old or above
everything about the plaza except the skating rink	find something other than a skating rink....the rest is fine	no	honestly I think the site should wait and use these funds for mental health and addiction problems. I love the idea but it is not the time. Just look on the streets. we need more funds funneled into our inner city problems	65 years old or above
everything. This is a great thing for our city and downtown. Very forward thinking and a great way to link the downtown to our beautiful waterfront	an area for evening music performances	no	I like this idea. Maybe adding ponds with small rivers connecting it would be great	31 to 64 years old
Fire pit	Larger space for audience/stage	Farmers market, cafe, tables (in addition to the seating, having places to eat, play a game, meet)	Disappointed to see it shrink in size from the initial proposals	31 to 64 years old
Open and light/ moves from Queen Street to Bay Street	If the Mill Market is moved there then a building at least the size of the current building needs to go there. Very important for the in climate weather and to be available all 4 seasons, otherwise doesn't make sense to close current Mill Market site. Also would need to make sure that there was adequate parking for the market - the current parking lot there is usually over-full. Doesn't look to me from the plan or from the presentation at the last council meeting that there will be adequate space for it. The little bit of space outside is not adequate for what the market has become. A big draw pre-COVID-19.	A proper farmers' market/artisan market as currently exists in the Mill Market.	Looks lovely. Unfortunately that part of town has become quite unsafe especially in the evening and early nighttime hours. Would definitely need to up security and police presence. Not sure that I would want my teens going down their on their own. I do not feel comfortable going down there myself now even though I used to live in that area of Queen Street when I was a young adult - the vibe has definitely changed, and not for the better.	65 years old or above
Has a great flow , multi level , modern , clean lines	We desperately need more green space downtown , more flowers , more grass , trees - needs to have more accessibility , the ramping is nice, but it would be better to have more access all around	Portable seating , standardized hanging for decor and banners , (eyelits abd wire time hang holiday banners or special event banners) speaker and sound systems , soft ground space to be used for fitness classes , a play area (slide swings etc) for young children	Na	19 to 30 years old
The fact that it connect Queen to Bay and continues on to the river.	Remove the Tim Hortons for more openess.	Hope there are lots of gardens and trees that our talented Parks employees create.	A great city needs a lot of attractive public space. This seems to be gaining traction with our elected and administrative powers that be.	65 years old or above
It is 4 season use and multipurpose	not sure	Does this include the space the city was considering for pop-up markets?	It is wonderful and will be a valuable and well used addition to our downtown	31 to 64 years old
will bring people back downtown safe lighting	nothing	no, as the plan seems quite complete	very professional and well thought out and designed kudos	Prefer not to say
Great thinking--gives a fresh vision that should boost the tired downtown area. Gives a reason to go downtown.	Difficult to tell at this point	A stage. etc., for live music, plays?	Hope the momentum continues.	31 to 64 years old

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The space can accommodate a variety of activities. Like the fact there will be a market area.	Have some kind of food or coffee outlet and outdoor patio tables and chairs with umbrellas for staying and people watching - like a European square or Lonsdale Quay in North Vancouver - see pic of Tap and Barrel where people can sit outside at a patio table and watch their kids in the play pool. https://www.instagram.com/p/B9Vd51PBSjh/ Have an enclosed food area for winter gathering to watch the skating. The point is to make it a vibrant people place when no special activities are happening. a craft or art sale/display area - possibly in the market area - not just all vegetables for sale.	food andpeople watching - outdoor patio area and food court with a glass wall to the outside for winter.	Don't make it too barren and sterile. Make it a place people would like to check out at any time - arts and crafts booths, displays, food	65 years old or above
it would clean up the property	The design reproduces facilities and features which are already available in abundance in our city. Lower cost options and new ideas should be explored.	no	outdoor event space, water play area, outdoor skating - these are all things our city already has. In remembering annually increasing municipal assessments, our city's limited tax dollars should not be used to support this unnecessary development, but rather for maintaining and better utilizing the exceptional features we already have.	31 to 64 years old
It will be a reason to go downtown in the evening. With this maybe some stores will stay open later. The lighting gives it a bright safe space. A public washroom is nice.	Not sure. It seems to have flexibility built into the design for future uses.	Pop up markets, but this is sort of in the plan. Going to other cities they have these arts and crafts vendors on various weekends and they are always very busy.	I like the design. I think it is a good thing for the downtown and the city. When the Bondar tent was constructed I wasn't sure how much it would actually get used, but it is used for a lot of events and it is very recognizable. I think this plaza will be the same.	31 to 64 years old
the overall design and the proposed lighting	not sure at this stage	an area for food trucks	no	31 to 64 years old
Greenery	Remove the splash pad/skating rink - include parking	Parking	If the city wishes to build a white elephant on Queen Street this is probably as good as any design.	65 years old or above
Everything. Cant wait!	not sure	No	Where will security posts be? Going to need it. Especiallg if OATC remains in its current vacation. As it stands, I would be afraid to go to this plaza with my 2 small children.	31 to 64 years old
Great for families.	I am finding it difficult to visualize. I would need more information about it before I could suggest any improvements.	A few different food courts would be good to have for the families that go there.	I would like to know where between Queen and Bay it would be built? Also, what is the size of the rink? If you build this rink would you still have the outside rink you had near the library still. I believe it was quite popular. Also, what did you mean by a water feature,.....would that be another splash pad? Will there be enough shade for hot summer days and enough seating? Where would people park? Would there be a charge/cost to use it or is it free? It probably would be a good idea to have city buses stop there on both Queen Street and Bay Street. Would this facility have certain hours that it would open or close? After this survey is received, it would be great to have all of the questions answered and put on-line. Have similar plaza's like this been already built in other cities? It would be very helpful for the people of the Soo to see videos of them. That way, you would all receive people's input about what they like and don't like and how to improve it. Thank you.	65 years old or above
I like that the spaces are different in the winter and summer months to account for the changing seasons. I love the theatre space for live events. I like the green trees and vegetation added into the space. I like the location, since I believe our downtown has a lot of potential. I like the market for local produce.	There could be a downtown event board where local businesses can advertise upcoming events downtown. There could be more seating around the bonfire, and more than one bonfire. There could be local cuisine available for purchase.	As mentioned, more bonfire spaces or a larger space for the bonfire would be great. Also, as mentioned, places to purchase local cuisine would be great. I love the idea of live music, or live theatre, poetry readings, and such. Also, live outdoor yoga classes would be great!	I think this will be a great addition to our downtown!	31 to 64 years old
Adding trees to the downtown				
everything	love it all	food beverage vendors	awesome hope it happens	31 to 64 years old
right direction	there is no integration with private sector. no designated commercial space to monetize the area. same issue with the board walk .. tourists can't spend money and contribute economically	buy things, e.g., cafe / hot chocolate.	again the city is failing to partner with private sector to leverage private funds and investment ... or consider linking the different areas to bring together a fractured downtown ... many good investments and efforts downtown (public and private), but it is all fractured in different areas instead of leveraging / building on investments to make the sum greater than the parts. e.g., mill market, splash pad, gore street, skating trail ... no connection and possible competition between everything ... i don't understand this continued disregard to partner / leverage private investors with an overall grand plan ... it all seems very piece meal acting on individual ideas as they come up.	31 to 64 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
it looks nice but in the wrong part of town sorry but the downtown is not somewhere I will go	location	i dont think any activity will be safe in this area	why do we have to waste money on things that I dont feel are well thought out. This area is not safe. I see this will be a nice tenting area for our homeless. I wish you would use this money to first help the homeless. I am not sure why anyone would think this will work. Bad Bad idea sorry	31 to 64 years old
Downtown location/ease of access; contemporary design; reflection of city location elements	What about sound system for music, announcements. Needs to better than other Civic facilities to be effective/useful/contribute to experience.	There's no reference to community group involvement and programming so difficult to comment - Mini plays? Music events (sound system needs)? Amount of seating (lots?) will dictate budget to hire performing talent. Engagement of those equipped to program the centre/facility and those who can promote it will help ensure success and prevent creating another - under utilized - Bondar Pavillion.	Wind curtains were an after thought at Bondar Pavillion. Design should ensure appropriate shelter features.	65 years old or above
nothing, it's a waste of taxpayer money	scrap it, it's a waste of taxpayer money	nobody will use this white elephant except the drug addicts, it's a waste of taxpayer money	DON'T DO IT	65 years old or above
Outdoor activities	Need safe secure place to lock up bicycles with security cameras. More ppl would bike if they weren't afraid of bike being stolen	Must have a good concert space. We need more live music here. Have to attract big names or we're just wasting money.	Should have lots of natural features and elements. Maybe a special area that attracts birds and butterflies	31 to 64 years old
A positive addition for the downtown area which will help bring people downtown on a more consistent basis	Perhaps some type of food or drink available - although we do have many great restaurants nearby. Maybe hot cocolate/coffee or an ice cream vendor	Some type of food/drink service, like a food truck or ice cream/gelato stand. A small information centre/board highlighting what other businesses and offerings are available in the downtown area close by and within walking distance. Patios nearby and their hours of operation, yoga studios, shopping, special events etc.	Very exciting addition to the downtown!	31 to 64 years old
i love the water feature for children	it might be beneficial to have bike racks for people to park their bikes	chess tables?	it is exciting to be looking forward to a space that will be available to all and inclusive for everyone - great progress	31 to 64 years old
Nothing it is unnecessary	not make it	just stop	you're wasting your time	31 to 64 years old
I like the stage and seating! I like the open flow.	more for those who don't skate	Perhaps a Cafe or space for a food truck! A walking path that winds through and attaches to the rest of the trail system down town! Trees that can be lit in the winter would bring people.	Excited to see downtown revitalized! Hoping the area where the mall is can also be opened up to highlight the beauty of the waterfront.	31 to 64 years old
Rink, even with other rinks in vicinity; use of rink space as dancing space in warm season (think free dance lessons with live music as experienced in other cities!) stage, fire pit, and play space. Also happy to hear that mill mkt plans to relocate close by	Year round food vendor, parking discuss accessibility of site, versatility for events, parking, parking for food trucks or food vendors, flexible space for pop ups, licensed patio/licensed event capability	I think I listed them previously, not knowing I'd have the chance to here! Other things to consider: skate rental/shop, bike rental	I like the design but fail to get a sense for the size of it! I'll look into it further!	31 to 64 years old
The skating rink and public washrooms access, space for entertainment and light business				
That it's downtown. That it will offer year round activities. It will beautify our landscape. It will modernize our community.	n/a	n/a	n/a	31 to 64 years old
Variety of gathering areas	Smaller pond	We already gave a skate park, it would be nice to get different activities down there. Tennis, shuffleboard etc	No skate park + built in seating options	19 to 30 years old
Open	Vendors? Like on the canal in ottawa	Instagram stations/spot for pictures #SSM or something of that nature	.	31 to 64 years old
Looks beautiful if was in a bigger area	Move to Mill Market area	Not safe in downtown core - would not use in evenings	Love the concept, beautiful design but strongly feel wrong location. Bus terminal moving to Mill Market area, mire parking, easier access for those that use transit.	31 to 64 years old
It's a nice idea	Seems like it may be a small area for the amount of ideas being added into the design	A section for local food trucks to add their business for events/gatherings	What a great idea to add to ssm	31 to 64 years old
Looks nice	On the plans.... I wish the other buildings were labeled I had a better idea on exactly where between bay and Queen St e	Some park structures would be great for the active children	None at the moment	31 to 64 years old
Market and modern outdoor space	Get rid of the splash pad	Market	N/a	31 to 64 years old
I like the variety of things going into the plaza	THere doesn't seem to be a barrier (fence) of some type between the drive-thru and the space.	No	none	31 to 64 years old
Love it!				
Skating rink / water feature	More green space	No	What is to stop vandalism and lowlifes from hanging around there	31 to 64 years old
Farmers market	More seating available	Food/refreshment vendor space for events going on	Should be an area for security especially at events	31 to 64 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
That it will allow for activities all year round	Allow more opportunities for artists/vendors to set up ... create a vendors alley	Vendors alley for artists/local artisans to display and sell their work. Food stands should be considered/allowed.	Security needs to be a priority, programming it needs to be a priority, live music, community organizations should be invited to help program it, use it for food festivals, market the heck out of it, love this project! Artisan alley should be a part of it as artisans are starved for venues to sell their work, fitness facilities can help program it ...eg outdoor yoga, circuit classes etc, climbing wall, aerial games make it all ages friendly, food and bar options should be a part of it, regular concerts	31 to 64 years old
The design elements and the fact that the rink is designed for family skate, not hockey.	Parking closer to queen street and the change room building. Some families wi be toting bags of equipment accross uneven ground to get to the building.	24 hour security on premises. There is a significant safety concern of drug use and paraphernalia left in this area on a regular basis. I have concerns that without 24 hour surveillence the drug use activity will increase in this space. Bodily elements in the splash of, needles in the green spaces/ snow.	I believe the concept is beautiful and design elements will be a welcome addition the the area landscape. But no matter how beautiful something is, if it is not functional...it will fail.	31 to 64 years old
Media Screen, Water feature, access to future market, greenery	there are already too many skating rinks in the down town area. limited parking (especially when the farmers market is there).	Creative art sculptures, creative benches (not just standard benches)	I would worry about traffic from tim hortons drivethru so ensuring there is some sort of blockade to protect park goers. I imagine much of the parking would be taken up by their customers and the neighbouring businesses customers. So parking would likely be an issue especially if the Mill Market is put there in the future.	31 to 64 years old
I love the location and how central it is to downtown. I can picture skating in the winter and then stopping by a downtown restaurant for something warm to drink afterwards.	There was nothing I could think of to change.	If I bring my kids there in the summer, I would likely bike there. A safe place to park my bike while the kids play would be great.	This is a great investment by the City and I look forward to using it with my family!	31 to 64 years old
love the multifunctional aspect, love the beauty of the design that will entice people to utilize the plaza & come together, a cool place to 'hang out'	Public art! Many may not view the lighting as art. As Ms Hilsinger mentioned there is little public art in the Soo, so adding say a decorative screen or mural would be nice	possible pop up boutiques or people selling there wares	Really proud to see this move forward and would love to contribute if possible with time, funds or work	31 to 64 years old
I think we need to have a skating rink and splashpad in the centre of our downtown business district.	Make it more attractive to senior citizen access and use.	No	Far too complex and costly at this time when the city has many CRITICAL needs such as housing for the homeless more seniors long term care nd homecare services and more staffing throughout our healthcare system.	65 years old or above
The concept has a lot of pluses of activity driven family outings	The improvement of design could be enhanced but incorporating small business outside of the farmers market. The downtown needs to be revitalized as it has already starting to shape with new roadways and bike paths. A great compliment would be creating space weather in new hub or surrounding area for local businesses so we can build on shop local campaign.	Local business being involved. It's great for activities but would like to see more pop ups. Also where do patrons park my belief is to rid downtown of parking meters. My question I guess would what if we placed parking meters where major box stores were what would effect be. So why do we take and affect our own small business. This will be a factor.	Parking, incorporate small business pop ups along side farmers market, but design does look promising	31 to 64 years old
It brings together existing ideas in one accessible area.	I think it's best to keep play areas further from business areas for deliberate visits, otherwise some parents might avoid the place altogether. After shopping, most parents are tired and want to go home, which is difficult if the children are refusing because they've already spotted and just begun climbing a play structure.	The plans mentioned a fire pit, and I'd just like to suggest building an arbour around it for days when wind and/or precipitation might be an issue. Sault College and Algoma U, for example, have fire arbours for ceremonial purposes, and store wood under their seating areas.	I like that instead of working to flatten the whole area, designers used some of the already existing elevations to create the two rooms. It means less time tearing up the place!	19 to 30 years old
Nothing	Scrape it	Shopping. We need more places to shop not a skating rink in crack town	Waste of tax payers money. Bring businesses to town. A skating rink wont bring money to our city. We need people to travel here..a skaing rink wint bring anyone	31 to 64 years old
Nice idea to have a plaza however wrong location and we already have a splash pad and new downtown ice facility at old St. Marys Paper.	Just make a park/green space there for families. Do not reproduce what we already have . We have the tent theatre, a water park at Bellvue and rink at Esposito park and old st mary's	Not at that location	Should have a larger facility and multi concept facility at current Station Mall location which includes: A Fur Trade Post recreation, native arts and crafts, mill market, Fish and tackle shop, guided fishing tours, lazy river/canal system around Fur trade post that allows kayak, canoe lessons in the summer and a skating canal in the winter . This would access, tourism, local culture, First Nations Education for all and promote the local fishing activities and produce	31 to 64 years old
The rink is a great idea but why not create an oval rink with the centre area used in the summer for the splash pad activities.	See answer in question 1 of survey.	I'd like to see provisions made for outdoor cafes, restaurants etc.	This has to happen sooner than later as I live close to the downtown area and am seeing a severe deterioration of our downtown core. What ever is built will have to be policed as to keep it safe for all visitors.	65 years old or above
A way to get children back in the downtown core after very poor planning pulled the schools from downtown.	Although the design looks to be appealing. Conceptually the downtown core is still overridden with drug users and dangerous people. I will not bring my kids downtown for this reason.	Biohazard disposal bins	None	19 to 30 years old

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
Open space. The skating rink	Dump the splash pad, which will discourage older people from gathering there. More open space could be useful in the summer for gathering and smaller events, especially those linked to events on Queen Street.	Public spaces in European cities usually have restaurants or cafes. It would be nice to have some food and drink here.	It's hugely over-organized. Too many permanent attractions that greatly reduce the flexibility that would allow multiple and varied uses of parts or all of the stage. For example, it would make a great site for Poutinefest but they'd have to work around water features, a stage and a zamboni garage.	65 years old or above
I like the splash pad/skating rink and the added greenery.	From the design there appears to be few shaded sitting areas that surround he splash pad.	I can not think of any other activities at this time. The skating rink/water feature would be a big draw for my family.	I do not have any additional comments at this time.	19 to 30 years old
Thoughtfulness of design elements mimicking local geological features. Water features are amazing for kids - as is the skating rink.	It looks good to me.	I'm not sure if they're already included but drinking fountains are always a plus and draw me places when I'm out for a walk.	It looks great!	31 to 64 years old
That it is downtown, central and near bus stops.	Don't understand the firepit and why no real seating around it or purpose and safety with people in the plaza. Not sure we need another skating rink to compete with the Mill Market. Is there a stage for entertainment with decent sound system and comfortable seating when needed? Will rhe Farmer's Market have character and room and parking like the buildings near the Mill Market?	Don't skate so wouldn't draw me there in winter. What foods would be available other than Tim Horton's next door? Maybe some unique cuisine or attraction e. g. the Beaver Tail shop at the Bondar Pavillion.	Looks like too much jammed in a small spot with little parking. I like the Farmer's Market 2 locations as they are both close together. The one at Mill Market has character and fits in with what the Mill Market is doing to promote tourism in the city. Don't need to compete with them with anothet skating rink.	65 years old or above
the idea	show how the farmers market integrates into the space	places to lock up bicycles	the space could use lots of trees and vegetation	31 to 64 years old
The skating rink looks amazing Lots of seating is important.	For fire pits, is there a place for wood storage or handing out?	Not that I can think of.	Would the rink be under-cooled? Would be a good idea to extend the season for skating overall.	31 to 64 years old
I love it. Very exciting mix of amenities for all season. Very good human scale and re-purposing a parking lot.	Nothing comes to mind.	Is there a public water fountain planned as well?	I am really supportive of this design.	31 to 64 years old
encourages activity downtown	no overhead wires on Bay St.!! Have an opportunity for small vendors to be able to set up booths on site -think of the Brewery district in Toronto where there are small vendor huts - thoe huts add something to the experience	3 or 4 outdoor chees tables	Good idea whose time is long overdue.	31 to 64 years old
Not much	Waste of money....nobody goes downtown	No	I think this is a waste of taxpayers money. Did we even get a chance to voice our opinion before the properties were bought?	31 to 64 years old
Rink	Year round ice.	Year round ice skating.	Need security	31 to 64 years old
Concept great. location terrible.	Move it away from the dreaded downtown area.	No	Relocate it to a safer area. Would never visit it.	Prefer not to say
I like the concept of making downtown a more vibrant space. It often seems like a ghost town when I visit the area during evenings and weekends. Late at night it is an area to be avoided.	eliminate the fire pit. eliminate portions which compete with private sector ... market building, farmers market area - private sector players are already providing these. eliminate unit pavers for accessibility/trip hazards. better integration with existing commercial developments. embrace tim hortons ... many plaza patrons will be going there anyway, so build in access instead of making it more difficult. move play area and the future market door away from the tim's drive-through. relocate or adjust the mech/change room building ... it's blocking too much of the plaza frontage - open this up and it will appear much more inviting from Queen Street.	no additional activities	Lighting design is too complex. Make lighting more traditional . no fancy in-ground lighting. keep it simple with post mounted lights and possibly overhead string lighting seasonally. I don't like the concept sketches for the mech/change room building. Vending area blocks view from the ice surface into the change area. washroom layout produces a large blind area/corridor - keep sight lines open - think parents/kids. Understanding that the survey is primarily intended to solicit comments regarding design, a commentary on the impetus for the project may be relevant. Although downtown revitalization is important and needed, the development proposed seems more like a politician's dream of a legacy project and the funds for it can be better spent elsewhere. Private sector players are currently providing and/or developing facilities for many of the proposed plaza activities - and they are paying taxes. Politicians in the meantime are cancelling or scaling back on projects involving more critical infrastructure such as needed McMeeken arena upgrades, roads, upkeep of existing facilities, etc. For some reason, this project appears to be taking on a priority among council and/or staff when they should be concentrating on other existing challenges. The space should be dressed up a bit with a limited budget (less than $200k)- it could accommodate farmers markets quite easily, as well as a portable bandshell/stage on occasion. The capital budget, as well as the ongoing operations/maintenance costs for the proposed plaza would be more responsibly spent addressing other current needs.	31 to 64 years old
It's spacious and lots of different areas without being too much	Maybe adding a small building/kiosk for summer lemonade sales / winter hot chocolates	Bike parking !	Great job, thrilled with the plan! Go SSM!	31 to 64 years old
Nothing	Not spending a dime	Area looks to small to add much , looks like your going to need much more space than there is	Hoping there's going to be a great turn out doesn't seem to be as many kids around as there use to be , surveillance cameras all over will be a bonus , and security measures added	19 to 30 years old
Open spaces and a variety of activities for all ages; visually appealing	extend further south of Bay St. to bring in the river and marina	live street or stage performances programmed on a regular schedule like what has occurred along Queen Street during street closures; very popular	an excellent addition to a healthy downtown; well worth the effort and expense,	65 years old or above

What do you like about the concept design for the plaza?	What could be improved about the design?	The concept plan includes several elements, including a skating rink/water feature, public washrooms, a skate change room, a flexible gathering/event area, a stage and screen, a play zone, and lots of seating. Are there any additional activities not included in the current plan that would draw you and your family or friends to the plaza?	Please share any additional comments about the plaza design.	Please specify your age group.
It's something different and has a stage for events	Include a misting station to keep people cool in the summer and a water bottle refilling station to reduce waste	Splash pad.	Please include proper PA equipment and. Account for acoustics.	31 to 64 years old
The rink and splash pad sound like a good idea. Downtown needs something pretty and this design is exactly that.	I'm a little worried about parking.	Little eateries and interesting food options. Maybe some different cultures of food coming together. Use our new found diversity to continue the growth of our city as multicultural.	I would like to ensure that there will be security on site. My one concern is that it becomes a meeting ground for the troubled people in the downtown area.	31 to 64 years old
welcoming to tourists and locals	needs more info as to where it will be located beside queen and bay	equipment for seniors or adults to work out, like those seen at some nursing homes	brilliant idea,however downtown needs to be cleaned up, no one will want to use it if it is unsafe due to current downtown issues with drugs and crime	31 to 64 years old
Everything . I think it's fantastic. Always looking for sometime to do with my kids down , as I live right down . So glad I won't have to bus or walk far to do something with them	I don't know anything about design :)	Hopefully there's lots for young toddlers , so they can have fun too	Great idea . Can't wait till it's all ready	31 to 64 years old
seems like a good size and lots of seating for people	i saw one option for a fire pit, would there be more heating spots?	cool lights sculptures (art element)	na	31 to 64 years old
Including outdoor rink and areas for event tents	Consideration of temporary structures. Upgrade to mapping buildings and projectors to eliminate the need for a "movie screen"?	Public Art	Artists or designers should be commissioned at least as consultants for all of these structures. Contractors may be able to pull off the design, but will not be innovative in the layout for foot traffic, events and intervening behaviour.	31 to 64 years old
Stores	Better casino not a tent	More stores	Could be bigger	31 to 64 years old
Variety of program opportunities, green infrastructure, year-round design	What consultation was done in advance of arriving at this concept?	How does this space fit in with the broader facility portfolio of the City? Is there an operations budget associated with the design and build of this project? How can Queen Street businesses feel involved and integrated with this new space?	n/a	19 to 30 years old
Very welcoming to locals and tourists				
All of it. Love the skating rink and the seating.	As Councillor Hollingsworth said, lots of bike parking and a repair facility. Encouraging active transportation to the site.	None	We want to make sure there are integrated measures to prevent vehicles from entering the plaza to prevent any attacks (ex. planters, bollards)	13 to 18 years old
rink and playground and movie screen	make sure the playground part is unique. make it natural. Make it draw for the surrounding regions to bring their families. Maybe make it natural	i would consider a fire pit assuming the skating rink and change rooms are going to be staffed. Whistler has a lovely fire pit in their town square	Make it unique. Don't do cookie cutter. Use old canoes for seating, use cool features in the playground, put solar powered patio lanterns in the trees, provide good secure bike storage	31 to 64 years old
Nothing. It's a waste of money	Don't do it. Invest in a medical detox instead	BUILD A MEDICAL DETOX	It's a waste of MONEY. The BIGGEST WASTE OF MONEY. BUILD A MEDICAL DETOX INSTEAD. OUR PEOPLE ARE STRUGGLING. WE NEED BETTER SUPPORTS FOR OUR COMMUNITY	19 to 30 years old
Everything displayed.				
Public restrooms and how open it is	You should add a roller rink	A roller rink	Please add a roller rink	19 to 30 years old
Skating rink and concert area	Not sure is best location. Need to improve and renovate older buildings surrounding it. Better choice would have been across the street on Bay in front of civic center	Overhead walkway across Bay St..connecting to water front and hub trail	Nice idea..trying to improve downtown	65 years old or above
zcx	Xcz	Czxcc	xcvzc	65 years old or above
sdf	fsdf	df	fgdS	65 years old or above
fhj	df	k,v	bm,..	65 years old or above
sadfa	asdfas	asdfas	asdf	65 years old or above
Super duper	Nothing, all good	Food	it's all good	31 to 64 years old
Looks Great	Integrate with adjacent buildings/farmers market building, play equipment	Those are all good features	It looks great	31 to 64 years old

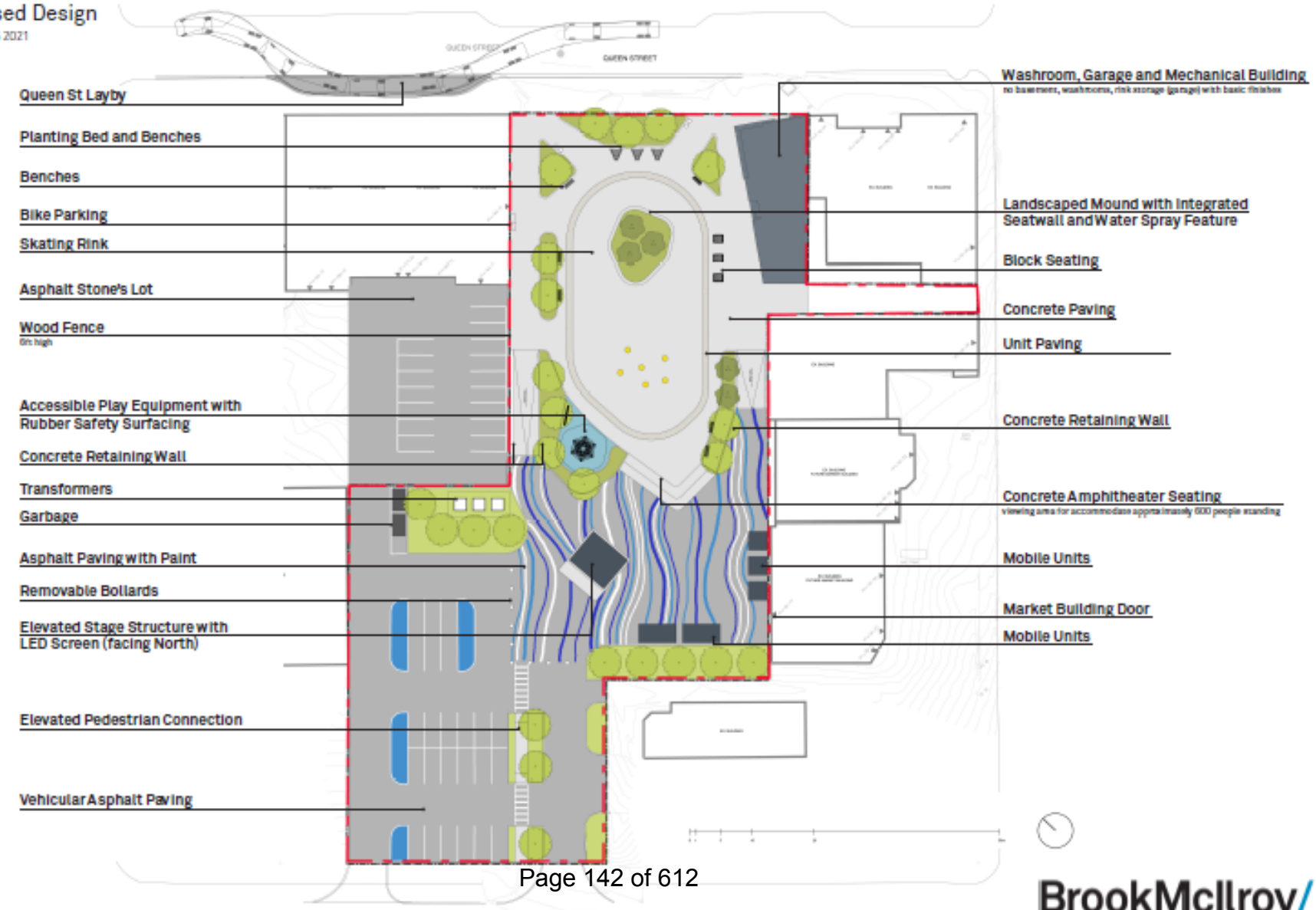
Downtown Plaza
Final Design Concept

April 2021

Sault Ste. Marie Downtown Plaza

Revised Design

March 25 2021



BrookMcIlroy/

Skating Rink



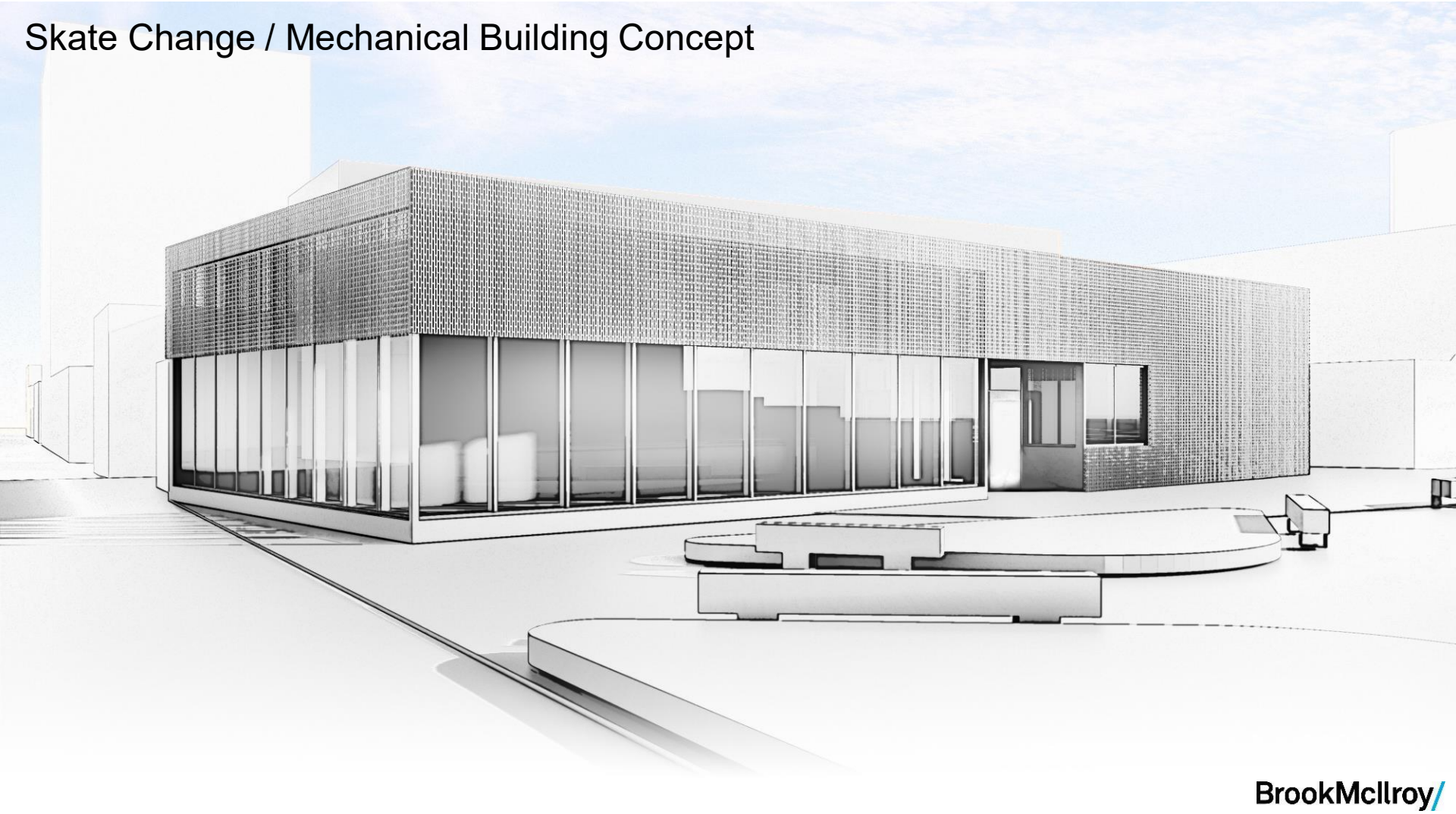




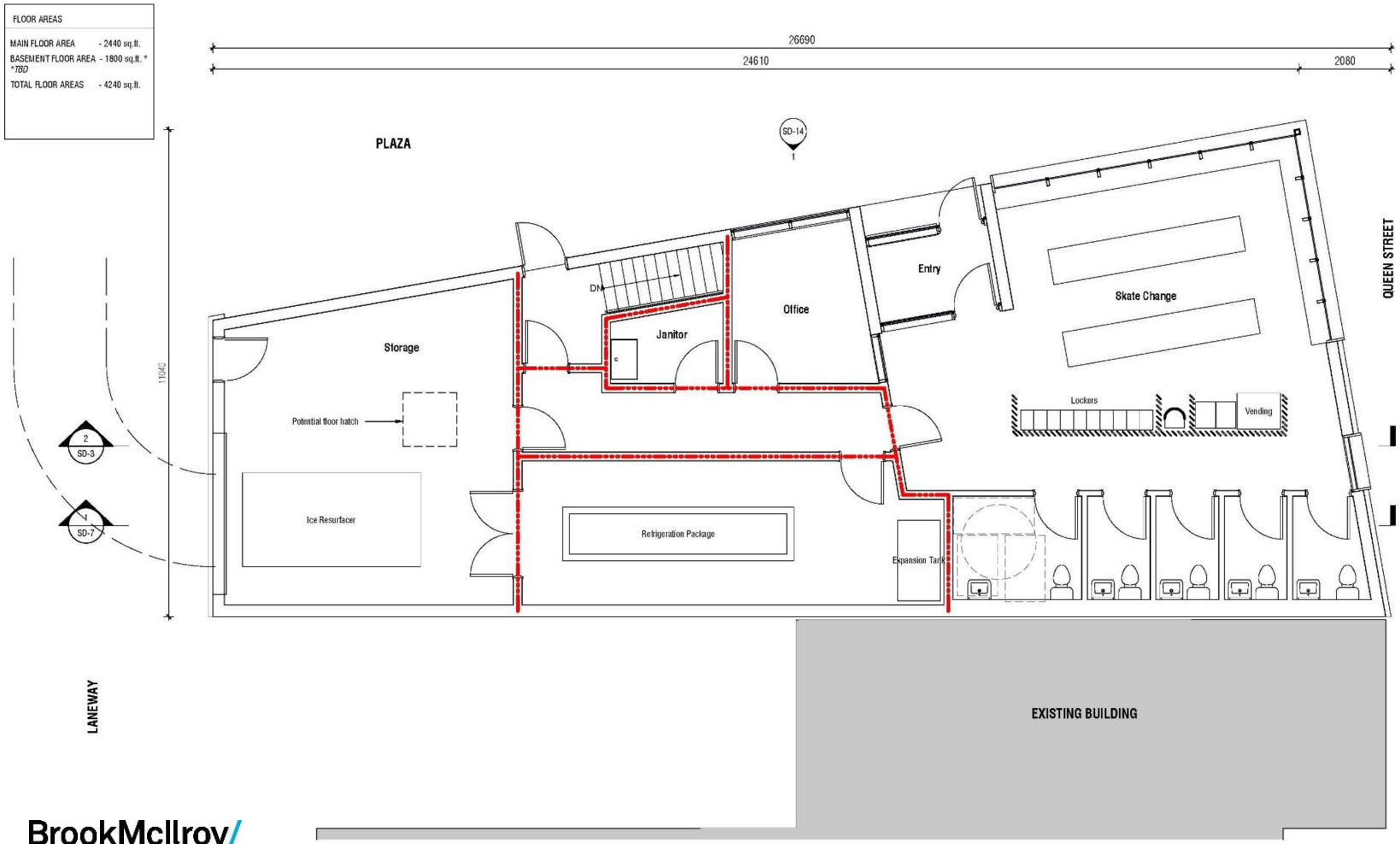
BrookMcIlroy/



Skate Change / Mechanical Building Concept



Skate Change / Mechanical Building Concept



BrookMcIlroy

SSM DOWNTOWN CIVIC PLAZA - SERVICE BUILDING
Queen Street South, Sault Ste. Marie, ON, P6A 2A3
Brook McIlroy

Schematic Plan - Main Floor
1 : 75
2020-12-21

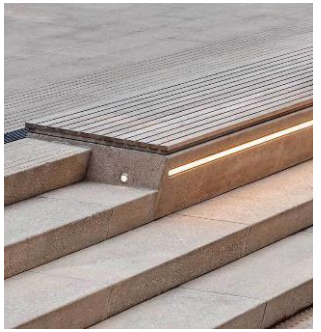
SD-1

Amphitheatre Seating









BrookMcIlroy/

Stage Structure & Event Screen



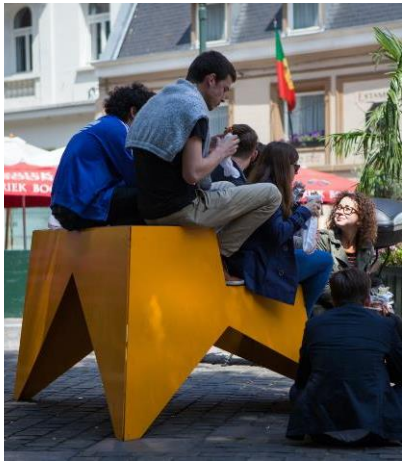




BrookMcIlroy/

Seating









BrookMcIlroy/

Play - Climbing







BrookMcIlroy/

Planting & Trees







BrookMcIlroy/

SAULT STE.MARIE

Thank you.
Miigwetch.
Merci.

SAULT STE. MARIE

The City of Sault Ste. Marie is developing a Civic Plaza in the downtown - an extraordinary, four-season public plaza that is a place of celebration and a place for the everyday.



A location that residents can gather for numerous activities, socialize and have fun!

To make this project a reality – the City is launching a fundraising campaign that offers an opportunity for citizens and businesses to be part of this important community project.

Tax receipts are available for individual donations and sponsorships provide an excellent opportunity for businesses to demonstrate their community support and promote their brand.

Be a part of this important community project that will serve generations to come!

Where you belong.

Plaza Components:

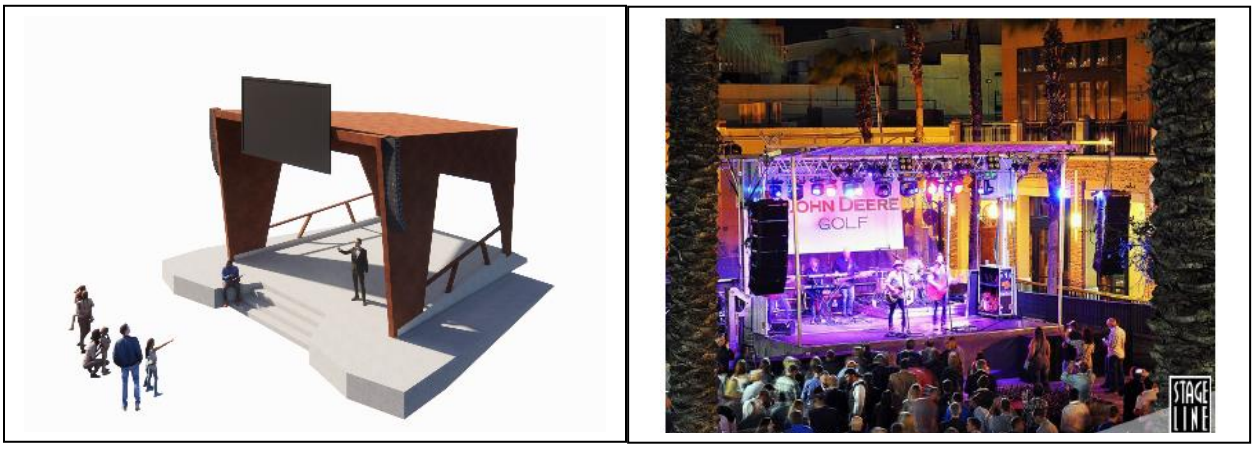
Water Fountain and Ice Rink

The water feature and ice rink is a major feature of the new plaza offering summer and winter fun for all ages! Sponsorship Level: $200,000



Event Stage and Display Screen -

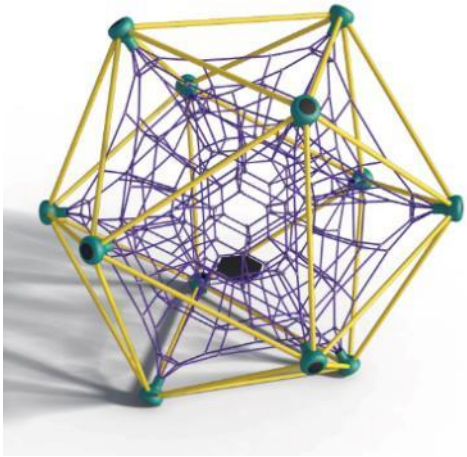
A central feature in the downtown plaza will be the event stage which includes a large screen display. This stage will be home to music and theatre performances, sports event broadcasts, videos highlighting the history of the area and much more. Sponsorship Level: $100,000



Play Feature

The play feature will be a fun location for youth to engage in some fun activity while visiting the plaza! Sponsorship Level: $50,000





Wi-fi

It is sure that wi-fi access will be an important component for this public gathering place! The City welcomes support to sponsor or provide open access (i.e. free) Wi-Fi services for visitors to the community plaza. Sponsorship Level: Equipment and Service



Benches

The plaza will offer a number of benches for visitors to sit back, relax and enjoy the sights. Sponsorship Level: $2,000





Tree Plaques

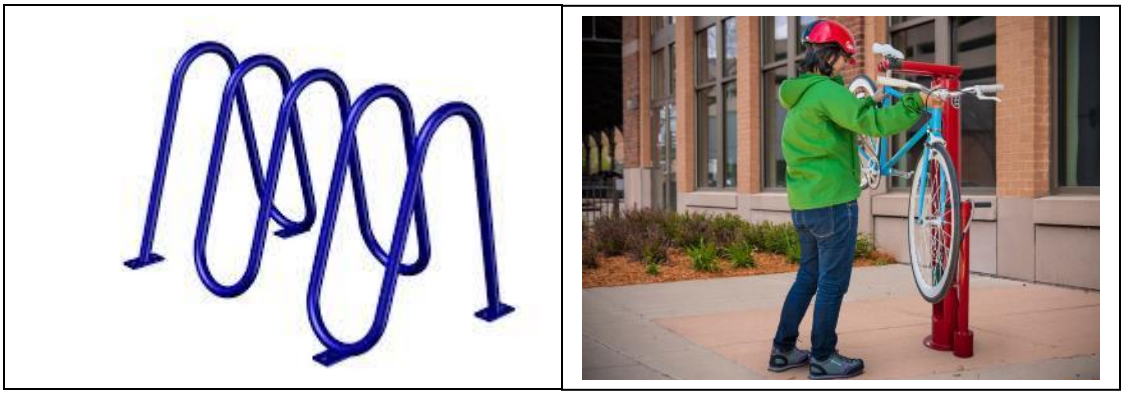
Trees will located in a number of locations throughout the plaza and supporters will have their name located on a plaque at the base of the tree. Sponsorship Level: $1,500



Bike Racks and Bike Repair Station

The plaza is sure to be a popular destination for cyclists of all ages. Have your name located on a bicycle rack or bike repair station and show your support for the plaza and cycling community!

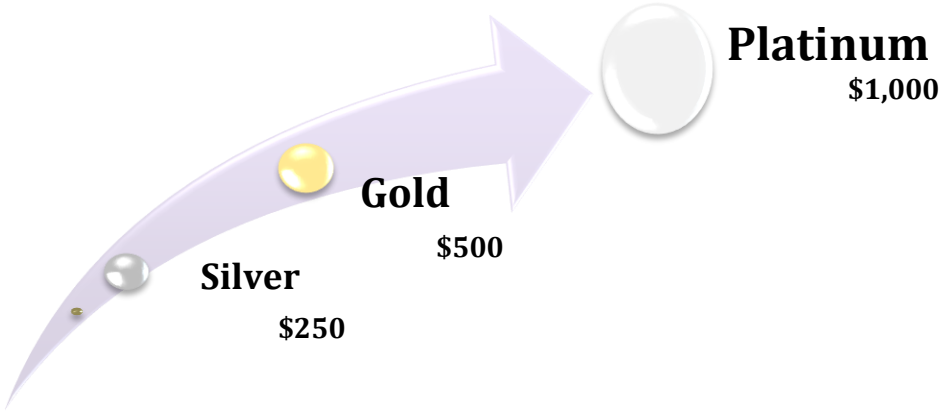
Sponsorship Level $2,000



Sponsor Wall

An engraved sponsor wall will be included within the plaza. This wall will include the names of supporters for the plaza in three categories:

Platinum	$1,000
Gold	$500
Silver	$250



I want to support this project by donating:

☐ $100,000 ☐ $50,000 ☐ $20,000 ☐ $10,000 ☐ $2,000 ☐ $1,500

☐ $1,200 ☐ $1,000 ☐ $500 ☐ $200

☐ Our cheque is enclosed (Payable to Corporation of the City of Sault Ste. Marie)

☐ Cash / Debit

☐ Please issue an Official Income Tax Receipt *

*Official Income Tax Receipt for donations in excess of $25.00. (Tax receipts are issued to the name (individual/company on the cheque). Subject to City Policies.

Company/Individual
Name:_____

Address: _____City:_____ Postal Code:_____

Signature: _____
Title:_____

Key Contact:_____
Title:_____

Phone: _____
Email:_____

Mail to:

City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
Attn: Community Services Department

nohfc
Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Tel: 705 945-6700 or 1 800 461-8329 @nohfc nohfc.ca

sgfpno
Place Roberta Bondar, 70, promenade Foster, bureau 200, Sault Ste. Marie (Ontario) P6A 6V8
Tél: 705 945-6700 ou 1 800 461-8329 @sgfpno sgfpno.ca

NOHFC File No: 8100508

April 9, 2021

Stephen Turco
Senior Planner
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Stephen Turco:

I am writing further to your application requesting funding from the Northern Ontario Heritage Fund Corporation (NOHFC) under the Strategic Economic Infrastructure Program toward the *Sault Ste. Marie Downtown Civic Plaza* project.

Your project has been carefully reviewed by the NOHFC Board of Directors and they decided to defer their decision on the project because a City of Sault Ste. Marie Council resolution in support of the project, including the City's commitment of funding toward the project, was not provided.

Please continue to work with Christine Kucher, Northern Development Advisor, Regional Economic Development Branch, Ministry of Energy, Northern Development and Mines, to provide the requested information so that your project can be brought forward for consideration by the NOHFC Board of Directors. She can be reached at 705-256-9255 or via email at Christine.Kucher@ontario.ca.

Sincerely,

John Guerard
A/Executive Director.

c.c. Tom Vair, Deputy CAO, Community Development and Enterprise Services
Christine Kucher, Northern Development Advisor, Ministry of Energy, Northern Development and Mines

Attachment E – Estimated Operating Budget
CITY OF SAULT STE MARIE PLAZA
For the Twelve Months Ending Friday, December 31, 2022

		BUDGET
REVENUE		
Total Fees and user charges	$	(8,300.00)
EXPENDITURES		
Salaries:		
SALARIES FULL TIME	$	30,720.00
SALARIES PART TIME	$	63,056.00
SALARIES SUMMER STUDENTS	$	16,800.00
Total Salaries	$	110,576.00
Benefits:		
ESTIMATED AT	$	21,194.40
TOTAL SALARIES/BENEFITS	**$**	**131,770.40**
Utilities and Fuel:		
WATER & ELECTRIC - Summer (4mtrhs)	$	38,000.00
WATER & ELECTRIC - Winter (5 mths)	$	40,000.00
WATER & ELECTRIC - Off Season (3 mths)	$	6,000.00
Total Utilities and Fuel	$	84,000.00
Materials and supplies:		
OPERATING SUPPLIES	$	12,000.00
TELEPHONE	$	1,500.00
Total Materials and supplies	$	13,500.00
MAINTENANCE SERVICES	$	6,500.00
Purchased and contracted services:		
PURCHASED SERVICES	$	2,800.00
ADVERTISING & MARKETING	$	3,150.00
PROGRAMMING-ARTISTS-PERFORMERS	$	7,600.00
SECURITY	$	20,000.00
Total Purchased and contracted services	$	33,550.00
Capital expense:		
CAPITAL EQUIPMENT	$	4,000.00
Total Capital expense	$	4,000.00
TOTAL OTHER EXPENSES	**$**	**141,550.00**
TOTAL EXPENSES	**$**	**273,320.40**
NET (REVENUE)/EXPENDITURE	**$**	**265,020.40**

Downtown Plaza Update

April 2021

Update

- A number of activities have been undertaken to advance the plaza project:
  - Refined design and sought public input
  - Finalized acquisition of properties to develop plaza footprint (535 Queen and 526 Bay Street)
  - Worked with PUC to finalize electrical servicing
  - Obtained Class “C” cost estimate

Community feedback

- Zoom sessions were held to receive public input and a presentation to the BIA Board
- Over 200 responses were received to the online survey - majority of the feedback positive
  - Interest in concert area, multi-seasonal activities, community gathering hub and general excitement for the investment in the downtown
  - Desire for local food vendors, food trucks and retail shops
  - A few respondents would like to see additional parking on site
  - Other areas of improvement include additional fire pits to increase winter activity, incorporation of additional green space and plantings, and an emphasis on safety and security at nighttime

Budget Impact

- Revised design estimates $7,844,000 plaza project cost (including $890k of contingencies)
- Higher cost due primarily to:
  - Higher cost of materials and equipment
  - Utilities work not previously costed
  - New scope
    - Increased footprint of site with Bay St. acquisition
    - Services infrastructure for mobile retail units

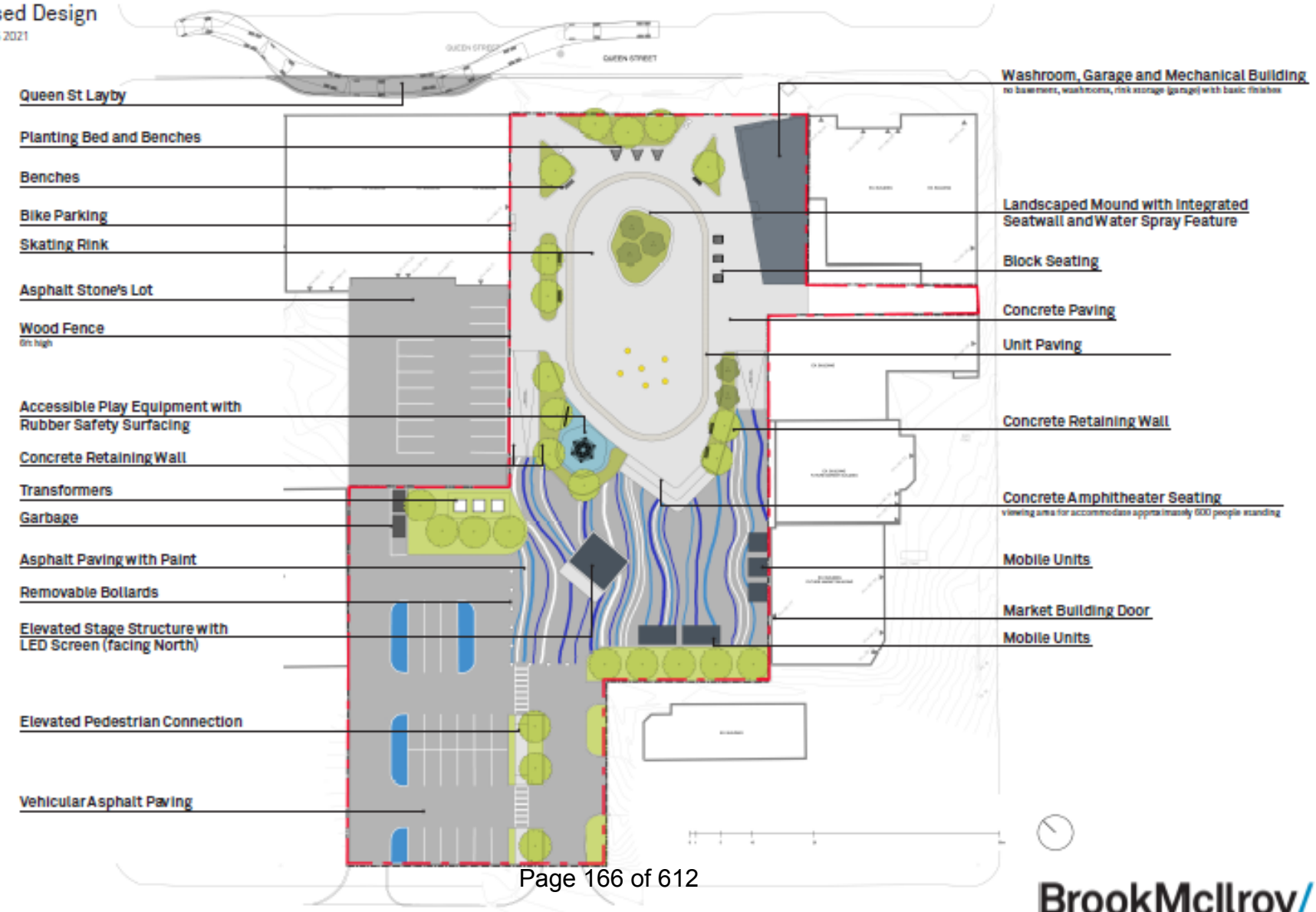
Plaza Features

- The revised design delivers an exciting downtown plaza that will achieve City objectives and serve the community well:
  - Water feature
  - Skating rink
  - Play structure
  - Stage and digital screen
  - Food, drink and retail opportunities
  - Gathering area

Sault Ste. Marie Downtown Plaza

Revised Design

March 25 2021



BrookMcIlroy/

Skating Rink



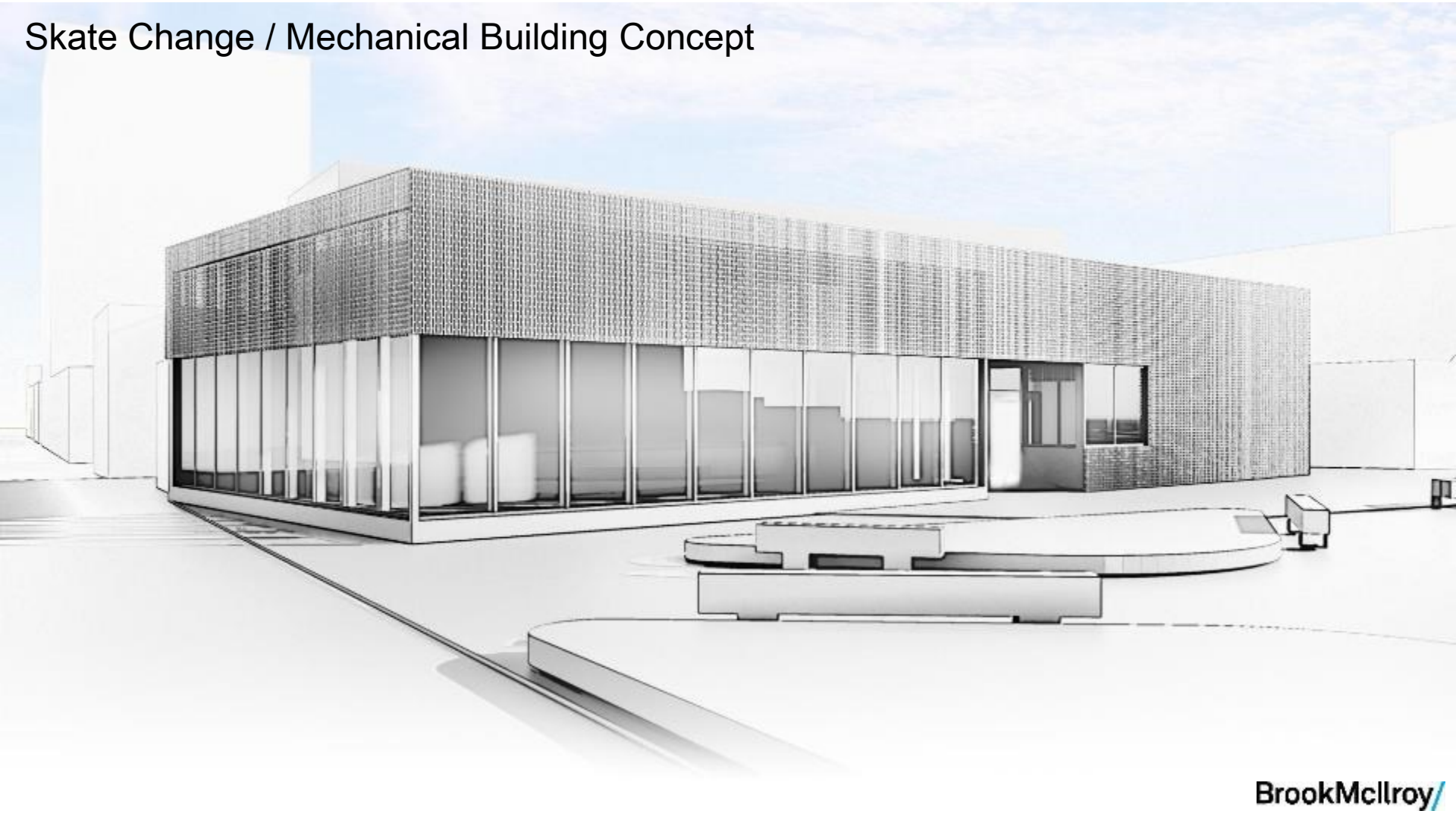




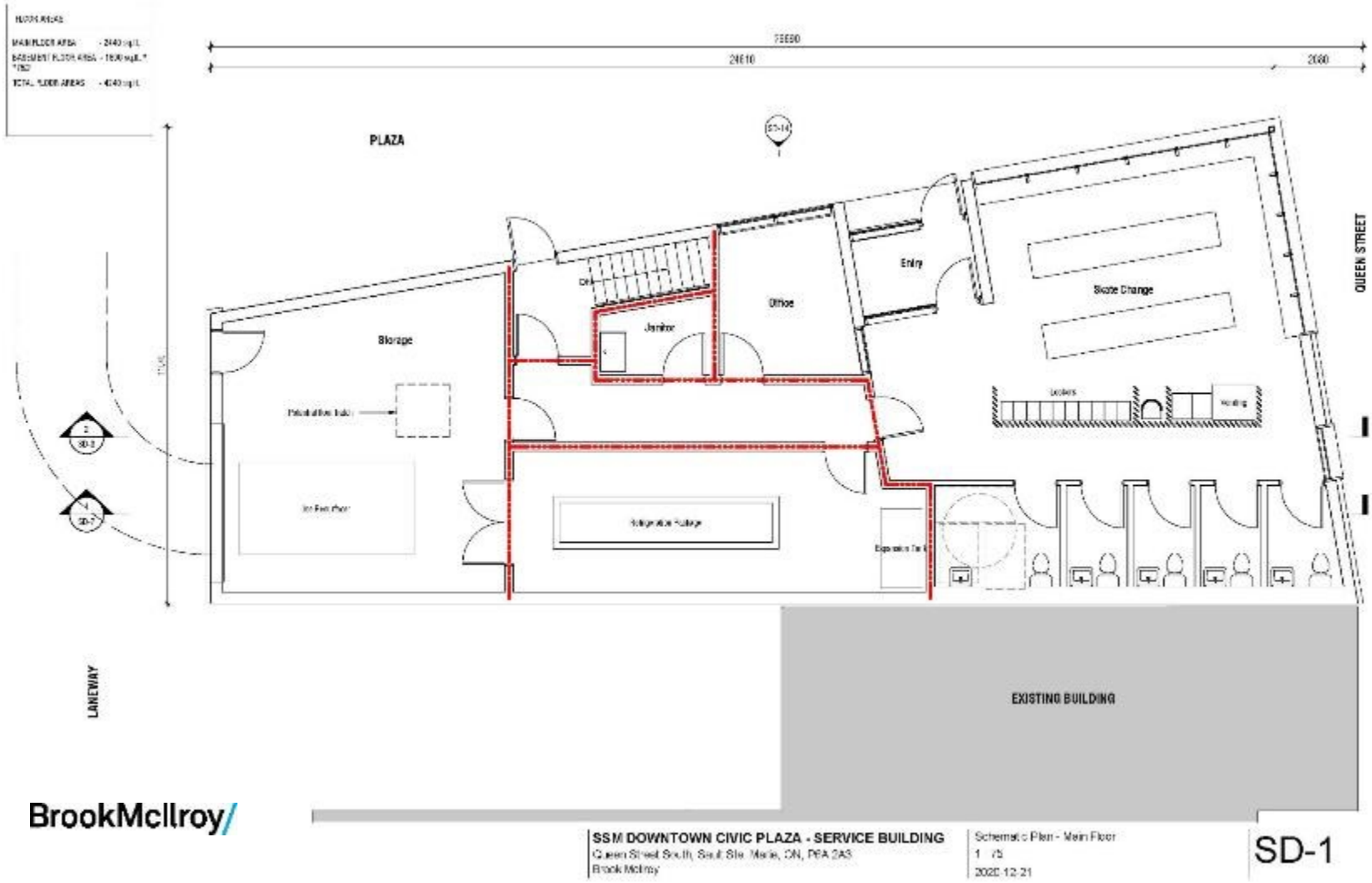
BrookMcIlroy/



Skate Change / Mechanical Building Concept



Skate Change / Mechanical Building Concept



Amphitheatre Seating









BrookMcIlroy

Stage Structure & Event Screen







BrookMcIlroy

Seating









BrookMcIlroy/

Play - Climbing







BrookMcIlroy

Planting & Trees







BrookMcIlroy/

Primary Design Adjustments

- Revised water feature
- Surface treatments changed
- Additional parking spaces
- Services for mobile retail units
- Lighting (maintain CPTED principles)

Budget

- Previous

Project Cost	
Plaza development	$6,200,000
Property acquisition	$400,000
Total Cost	$6,600,000
Project Funding	
Government Funding	$3,100,000
Sponsorship	$300,000
City Share	$3,200,000
Total	$6,600,000

- Revised

Project Cost	
Plaza development	$7,844,000
Property acquisition 535 Queen - $385,000 616-26 Bay - $210,000	$603,068
Total Cost	$8,447,068
Project Funding	
Government Funding FedNor - $500,000 (confirmed) NOHFC - $2,000,000 (pending decision)	$2,500,000
Sponsorship	$600,000
City Share	$5,347,068
Total	$8,447,068

City Funding Sources

- The City has already set aside $3,875,00 for the plaza project
- Additional contribution required $1,472,068
- This funding is proposed to come from the $500,000 Community Growth Initiatives capital line item in future years (2022, 2023 and a portion of 2024)
- This will result in no impact to the levy

City Contribution Details

- Previous

City Funding Source	
One-time Gas Tax (2019)	$2,500,000
Community Growth Initiatives 2019	$256,000
Community Growth Initiatives 2020	$500,000
Total	$3,256,000

- Revised

City Funding Source	
One-time Gas Tax	$2,500,000
Community Growth Initiatives 2019	$264,866
Property Purchase Reserve	$110,134
Community Growth Initiatives 2020	$500,000
Community Growth Initiatives 2021	$500,000
Total	$3,875,000
Future Community Growth Initiatives – 2022 ($500k), 2023 ($500k), 2024 ($472,068)	$1,472,068
Total	$5,347,068

Fundraising

- Goal of $600,000 to be raised
- $200,000 contribution from Rotary Club of Sault Ste. Marie!
- $400,000 remaining to fundraise
- Campaign and sponsorship levels provided in Council report
- City is responsible for any shortfall

Next Steps

- Seeking Council approval to proceed
  - Total City contribution - $5,347,068
  - Additional contribution required (beyond what has already been committed by the City) - $1,472,068
  - Authorization to backstop any fundraising shortfall and project overages required by funders
- Brook McIlroy will finalize construction drawings
- Tender released this summer (targeting July) with construction starting in the Fall
- Plaza opening summer 2022

Summary

- Importance of plaza has not diminished
- Timing of construction will see opening in 2022 which, is hoped, aligns with relaxed Covid-19 restrictions
- Investment in downtown is a priority in Corporate Strategic Plan, Downtown Strategy
- Establishing a downtown plaza was one of the top recommendations from Roger Brooks to advance the community

Summary (cont'd)

- The condition of a downtown is a primary way prospective residents, businesses and students assess the health and appeal of a city
- City leadership in this area will help foster additional investment
- Provides a four season destination for all ages in the community

SAULT STE.MARIE

Thank you.
Miigwetch.
Merci.

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-4-21-Z 2176 Queen Street East (Ruscio Masonry and Construction Limited c/o Dave Ruscio)

PURPOSE

The applicant, Ruscio Masonry and Construction Limited - (c/o Dave Ruscio) wishes to rezone the subject property by amending the existing site specific zoning regulations to facilitate a personal storage facility that is not in association with a motor vehicle sales and parts dealer. Current zoning only permits a personal storage facility in association with a motor vehicle sales and parts dealer use. The applicant is also seeking to repeal and amend a number of other site specific regulations as outlined in greater detail below.

PROPOSED CHANGE

The applicant wishes to rezone the subject property from General Commercial Zone (C4.S) with Special Exception 162 to General Commercial Zone (C4.S amended) with the following amendments to Special Exception 162 to permit a personal storage facility without the requirement that such facility be 'in association with a Motor Vehicle Sales and Parts Dealer'. In addition, the following clauses of Special Exception 162 are proposed to be amended:

#2 - Repeal the maximum lot coverage of 25% and the minimum landscaping requirement of 2%.

#3 – Add a visually solid fence to the combination of components that may be used to visually screen outdoor storage areas.

#4 – Repeal the list of items that are permitted to be stored outside.

#6 – Repeal the requirement that the existing tree stand to the east be maintained, as well as the requirements for a tree retention and planting plan.

#7 – Repeal the requirement for a walkway connection, as this is no longer applicable.

Subject Property:

- Location: Located on the north side of Queen Street East, 225 metres east of the Boundary Road intersection.
- Approximate Size: 170m (557') of frontage along Queen Street, 92m (302') of depth, and an area of 1.50 ha (3.73 ac).
- Present Use: Vacant land
- Owner: Ruscio Masonry and Construction Limited

BACKGROUND

In 2016, City Council approved an application to permit personal and outdoor storage on the subject property for the exclusive use of motor vehicle uses. The site was to be used by a Honda dealership to store personal and recreational vehicles. The development never occurred and the property remains vacant.

ANALYSIS

Conformity with Official Plan

The Official Plan designates this property as Commercial. The Commercial policies of the Official Plan identify a number of general commercial uses, including "personal or household service industries". An Official Plan amendment is not required.

Archeological Potential

Schedule E (Archeological Resources) of the Official Plan identifies archeological potential on a small portion of the site, however, past aerial imagery demonstrates that significant soil disturbance occurred on the site.

As per section 2 of the Archeological Resources policy, archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance. An assessment is therefore not recommended.

Conformity with Provincial Policy Statement 2020

This proposal represents intensification of vacant underutilized land and the utilization of existing municipal infrastructure. This proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the Plan.

COMMENTS

The subject property is located on the north side of Queen Street East. To the north of the property is the Denwood residential subdivision that is currently under construction, to the east there is a personal storage facility, to the south, across Queen Street East, is the east-end wastewater treatment plant, and to the west are residential uses.

The property is zoned General Commercial (C4.S) with special exceptions that permits personal as well as outdoor storage, but only for the exclusive use of motor vehicle related uses. The property owner has requested to repeal this restriction, as well as to amend a number of site-specific conditions that are imposed by Special Exception 162 and summarized below.

Lot coverage and landscaping amendment:
Conditions stipulate a 25% lot coverage and that 2% of the site be landscaped. Repealing this clause would revert to the landscaping requirements of the General Commercial (C4) zone, which stipulates that 50% of the required front yard be landscaped. This is a more appropriate alternative that will focus aesthetic attention towards the property's frontage.

The C4 zone does not prescribe a lot coverage percentage; however, regulations and site plan control can control the location and scale of structures, and achieve the same desired effect as a lot coverage limit.

Outdoor storage area and screening amendment:
The proposal will enable the property owner to store a greater variety of items outdoors. Clause 5, which will be maintained, prohibits the storage of wrecked, dismantled or inoperative automobiles, boats or recreational vehicles.

Visually shielding outdoor storage spaces with a solid and high quality fence is an effective technique to counter visual impact.

The site plan control process will regulate the location and size of such spaces. Staff will ensure that the location is appropriately separated from residential uses.

Tree retention amendment:
Staff will work with the property owner to secure landscaping and tree planting that will enhance the property's aesthetics and buffering. The cluster of trees towards the west of the property will be required to be maintained.

Walkway connection amendment:
The walkway connection between Queen Street East and the future Crestwood Avenue road has already been constructed immediately east of the subject property.

Setbacks
The site plan demonstrates a 10m rear yard setback and a 3m westerly yard setback. Given that a large portion of the westerly lot line abuts residential rear yards and the presence of trees on this part of the site, which neighbours have expressed a preference to preserve, staff recommend to increase the westerly side yard setback to 8 metres.

Clause 1 currently requires a minimum 7.62m setback from any lot line that abuts a non-commercial property and will therefore need to be amended.

The conceptual site plan that formed part of official public notice illustrated a tree line and suggested a 17m rear yard setback and 10m westerly side yard setback. Due to the inadvertent removal of trees, this is no longer the case. The current site plan is attached to this report and reflects current conditions.

Permitted uses:
Preliminary plans are to develop personal storage units and outdoor storage, however, as the property is designated and zoned commercial, the applicant also has the ability to develop a wide variety of commercial uses on the site. Personal storage facilities which employ few, if any, on-site employees, are seldom used during evening hours and have no defined peak use periods.

The location of buildings and structures on the site have yet to be determined by the applicant, however, the property is already subject to Site Plan Control. Prior to development, staff will be able to review development plans to ensure that the layout and function of the site operates in a manner that will not conflict with its surrounding uses. Similarly to the neighbouring personal storage facility on 2196 Queen Street East, berms and landscape features will be explored as a means to visually buffer the property from the Queen Street East streetscape. A 1.8 metre high visually solid fence or an appropriate vegetative buffer will be required adjacent to the residential uses to the north and west.

No negative impacts on the abutting and future residential uses are anticipated.

During the application circulation process, the Engineering Division noted that sensitive land uses should be prohibited on the subject property to comply with separation distances from the wastewater treatment plant, as per the Ministry of the Environment, Conservation and Parks' D-2 Compatibility Guideline. Accommodation services, day care facilities, nursing and residential care facilities, and residential dwellings should therefore be prohibited on site.

Therefore, the recommended new special exception is:

- *Prohibit accommodation services, day care facilities, nursing and residential care facilities, residential dwellings on the subject property.*
- *Permit personal storage and outdoor storage.*
- *Require a 7.62m front yard setback, an 8m westerly side yard setback, and a 10m rear yard setback*
- *Require that outdoor storage be 100% visually screened from all streets and properties, using a combination of landscaping, building components and solid fencing.*
- *Prohibit the storage of wrecked, dismantled or inoperative automobiles, boats and recreational vehicles anywhere on site.*

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on April 15, 2021. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on April 17, 2021.

As mentioned earlier, the concept site plan that was mailed out as part of the public notice illustrated a retained tree line along the property's north and west perimeter and as a result, a respective 10 and 17m setback was suggested. Since then, the applicant has informed staff that this treeline has inadvertently been removed by a third party contractor. The current site plan is attached to this report.

Public Comments

At the time of preparing this report on April 30, 2021, three members of the public contacted planning staff by email. Correspondence is attached to this report. Their concerns are summarized below, with staff's response:

- *Overdevelopment of site if lot coverage limit is repealed.*
  Prior to the issuance of a building permit, the build-out of the property must be reviewed and approved by staff. Additional regulations, such as setback requirements, also limit the bulk of development.

- *Outdoor storage becoming unsightly and a junkyard of sorts.*
  Solid fences, landscape features and other building materials must visually screen outdoor storage. Site plan control can regulate the screening requirement as well as the proximity of outdoor storage from residential uses.

  Clause 5 of the Special Exception will be maintained and therefore wrecked, dismantled or inoperative vehicles will be prohibited anywhere on site.

- *Fence failing into disrepair and poor aesthetics.*
  The property owner will be required to ensure that the fence is maintained in the manner approved and that is in compliance with property standards. The Building Division enforces non-compliance complaints.

- *Lack of tree planting and the recent clearing of trees that served as wildlife*
  A portion of the trees towards the west of the property have been cleared, however, an adequate amount of trees still remain. There is an approximate 10m wide swath of trees on the subject property along the west lot line. The Site Plan Control process can secure additional landscape features along the west and front yard area where needed.

Application Circulation
As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment.
No comment/objection: the Accessibility Advisory Committee, Building Division, Community Development and Enterprise Services, Economic Development Corporation, Fire Services, Legal Department, Ministry of Municipal Affairs and Housing, and the Municipal Heritage Committee.

Public Works notes the following:

- Driveway access must be to the satisfaction of the Director of Public Works, or his/her designate.

Engineering notes the following:

- Stormwater management may be required.

- The walkway between the subject property and 2196 Queen Street is being constructed as part of the Denwood Phase VII subdivision.

- There is no sanitary sewer along the frontage of the property. The mainline sewer would have to be extended from 2172 Queen Street E.

- During the approval of the Denwood Subdivision, the subject property was removed from the area to be developed due to recommended separation distances outlined in the Ministry of Environment Guideline D-2 Compatibility between Sewage Treatment and Sensitive Land Use. No sensitive use should be allowed within the buffer.
    - In response to this request, planning staff have included a prohibition of sensitive land uses on the subject property as a condition of development.

- It is understood that this property is subject to Site Plan Control. Any new changes should be submitted for site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his/her designate.

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 wishes to rezone the subject property by amending the existing site specific zoning regulations to facilitate a personal storage facility that is not in association with a motor vehicle sales and parts dealer. Current zoning only permits a personal storage facility in association with a motor vehicle sales and parts dealer. The applicant is also seeking to repeal and amend a number of other site specific regulations with respect to lot coverage and landscaping percentages, outdoor storage area screening, tree retention, and walkway connection requirements. The proposed amendments are acceptable alternatives and represent a small departure from what is already permitted on site.

Concerns were raised from two members of the public at the time of preparing this report.

No major land use impacts are anticipated from the approval of this application.

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

Resolved that the report of the Planner dated May 10, 2021 concerning rezoning application A-4-21-Z be received and that Council rezone 2176 Queen Street East from General Commercial Zone (C4.S162) with Special Exception 162 to General Commercial Zone (C4.S162 amended) with an amended "Special Exception" to Block A therein only, in addition to those uses permitted in a C4 zone save for accommodation services, day care facilities, nursing and residential care facilities, residential dwellings, on the subject property:

1. Permit a personal storage facility without the requirement that such facility be in association with a motor vehicle sales and parts dealer;
2. Establish any building shall be set back a minimum of 8m from the west lot line and 10m from the rear lot line;
3. Permit a visually solid fence as a component that may be used to visually screen outdoor storage areas; and

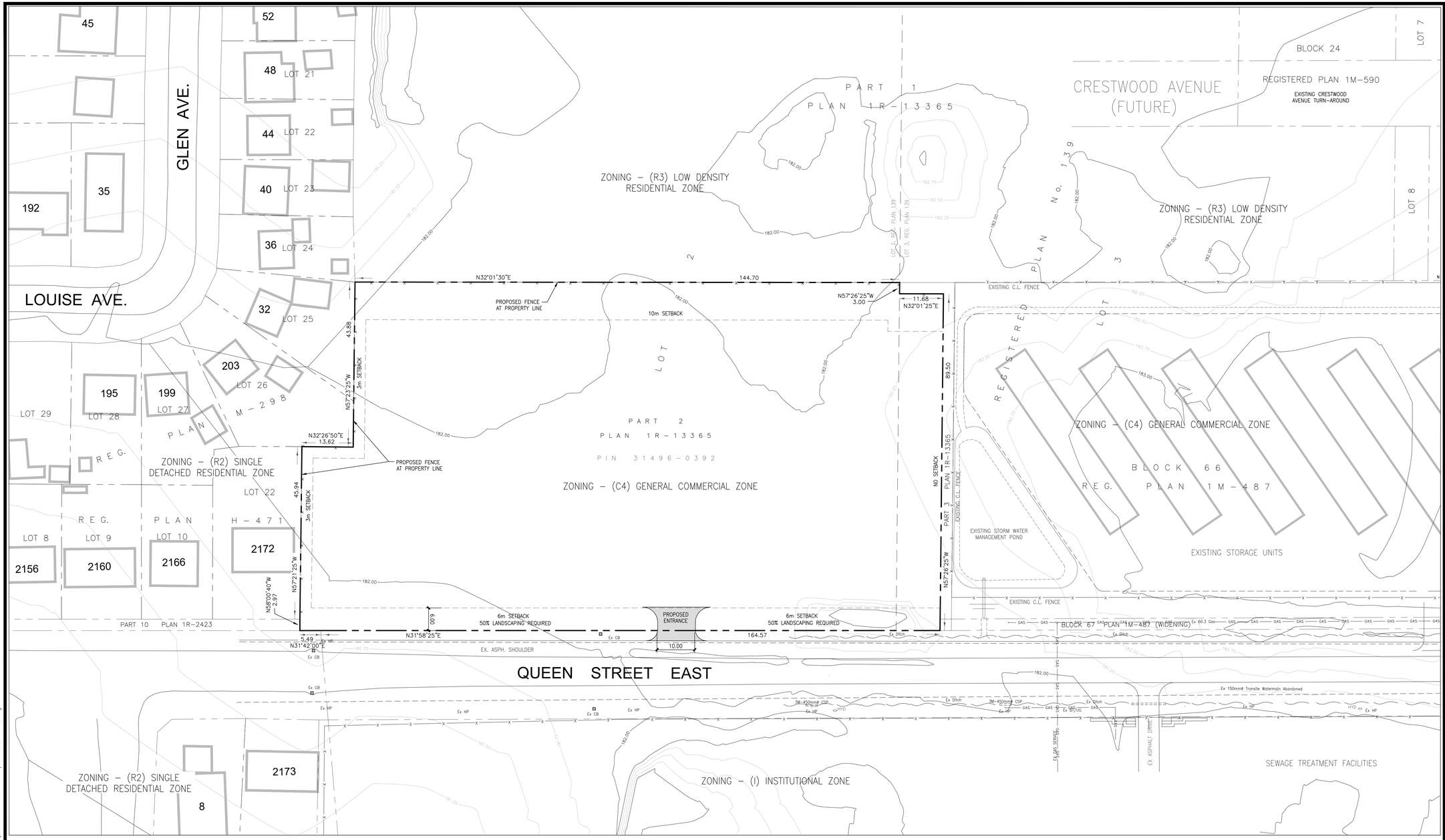
4. Prohibit any automobiles, boats or recreational vehicle that are wrecked, dismantled or inoperative.

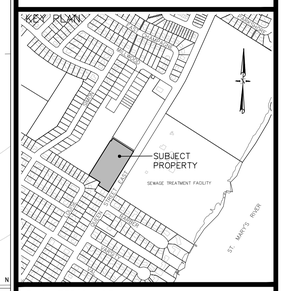
And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,



Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca





ENGINEER'S SEAL:

DATE	REV.	REVISION	BY	APP'D
21-04-23	2	FENCE AT PROPERTY LINES	KTN	JVM
21-02-18	1	TREE BUFFER: RE-ISSUED FOR S.P.A.	KTN	JVM
21-02-12	0	ISSUED FOR SITE PLAN APPROVAL	KTN	JVM

CLIENT:

RUSCIO CONSTRUCTION
1085 McNABB STREET
SAULT STE. MARIE, ON

CONSULTANT:

TULLOCH ENGINEERING

PROJECT TITLE:

QUEEN STREET STORAGE UNITS

DRAWING TITLE:

SITE PLAN

KTN	KTN	-	JVM
DRAWN	DESIGNED	CHECKED	APPROVED
1:500		FEB.12, 2021	
SCALE		DATE	

20-1109	2	C1
PROJECT No.	REVISION	DRAWING

SITE PLAN NOTES:

1. SITE AREA = 1.511 ha (3.73 ACRES)
2. BUILDABLE AREA = 1.224 ha (3.02 ACRES) WITHIN SETBACK AREAS
3. PARKING REQUIRED:
   PERSONAL STORAGE = NO PARKING REQUIRED FOR MAIN USE
   PARKING MAY BE REQUIRED FOR AUXILIARY USE
4. EXISTING ZONING:
   SUBJECT AREA (C4) GENERAL COMMERCIAL ZONE
   NORTH (R3) LOW DENSITY RESIDENTIAL ZONE
   EAST (C4) GENERAL COMMERCIAL ZONE
   SOUTH (I) INSTITUTIONAL
   WEST (R2) SINGLE DETACHED RESIDENTIAL ZONE
   SOUTHWEST (R2) SINGLE DETACHED RESIDENTIAL ZONE
5. PROPOSED ZONING:
   SUBJECT AREA (C4) GENERAL COMMERCIAL ZONE
6. SETBACKS:
   WEST = 3m
   NORTH = 10m
   EAST = NO SETBACK REQUIRED (3m BUFFER TO ABUTTING FENCE)
   SOUTH = 6m (50% LANDSCAPING REQUIRED IN SETBACK AREA)

K:\2020\Engineering\201109 Ruscio - 2176 Queen St Storage Preliminary\Dwgs\20-1109 -Site Plan Apr23 2021 Rev2.dwg

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works

Public Works & Engineering Services

Daniel Perri, P. Eng.
Area Coordinator, Wastewater

April 16, 2021

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. A-4-21-Z**
Request for an amendment to the Zoning By-law

Applicant: **Ruscio Masonry and Construction Ltd. (Dave Ruscio)**

Subject Property: **2176 Queen Street East**

Please accept this correspondence in response to your request dated April 8, 2021.

Staff from Public Works has reviewed the application noted above and have the following comment:

- Driveway access shall be to the satisfaction of the Director of Public Works, or her designate

If you have any further questions, please contact me at 574-1086.

Yours very truly,



Daniel Perri, P. Eng.
Area Coordinator, Wastewater
d.perri@cityssm.on.ca

C: Susan Hamilton Beach, P.Eng.
Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2021 04 28

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-4-21-Z
2176 Queen Street East
Ruscio Masonry and Construction Limited

The Engineering Division has reviewed the above noted application and provides the following:

- Stormwater management may be required.
- The walkway between subject property and 2196 Queen Street is being constructed as part of the Denwood Phase VII subdivision.
- There is no sanitary sewer along the frontage of the property. The mainline sewer would have to be extended from 2172 Queen Street E.
- During the approval of the Denwood Subdivision, the subject property was removed from the area to be developed due to recommended separation distances outlined in the Ministry of Environment Guideline D-2 Compatibility between Sewage Treatment and Sensitive Land Use. No sensitive use should be allowed within the buffer.
- In addition to the above information, it is important to note that the City is required to notify the Ministry of Environment of any environmental complaint, which includes odours. Odour complaints have been recorded for residences that are further away from the treatment plant, than the subject property.
- It is understood that this property is subject to Site Plan Control. Any new changes should be submitted for site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

195 Louise Avenue
Sault Ste. Marie, ON
P6A 5X1

April 27, 2021

The Corporation of the City of Sault Ste. Marie
Planning Division
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Re: **Application No.: A-4-21-Z**
2176 Queen Street East
Applicant: Ruscio Masonry and Construction Limited (c/o Dave Ruscio)

This is our second written submission regarding this subject area, previously referred to as 65 rear Simon Avenue (Queen St. Frontage), when we wrote in respect to Zoning By-Law 2017-16 special exception to C4.S. In our first written submission of November 2016, one of our concerns was the existing tree stand to the west of the proposed storage facility. We were pleased when City Council passed Zoning By-Law 2017-16 on January 9, 2017 addressing that concern among others:

5. "That the existing tree stand to the west of the proposed building be maintained"

To our dismay, a few weeks ago, a portion of that tree stand was clear cut prior to City Council's review of Application No.: A-4-21-Z or our opportunity to submit input regarding the proposed amendments.

Applicant's Proposed Changes

#2 – Repeal maximum lot coverage 25%
We do not want the subject area to become too busy or fully developed and therefore object to increasing the coverage.

#3 – Add a visually solid fence that may be used to visually screen outdoor storage areas.
A solid fence creates a visually unpleasing barrier. We feel that trees (not shrubs), such as spruce, would create a pleasing, environmentally and habitat friendly, acceptable alternative to a solid fence.

#4 – Repeal the list of items that are permitted to be stored outside.
We object.

The recent clear cutting of a portion of the tree stand to the west of the subject property has already created a loss of privacy for properties backing onto this tree stand not to mention loss of habitat for many bird species. Any loss of this tree stand has a direct and immediate impact on not only the value of our property but our way of life. This tree buffer acts as a diffuser from the nearby sewage treatment plant odour; minimizes Queen Street traffic noise; and helps reduce dust from local housing construction.

Our neighbours and ourselves are directly impacted by this loss of habitat. We have lived here for decades. We are gardeners and nature lovers; we have planted trees, shrubs, flower beds and hung bird houses. We plant flowers and shrubs that attract pollinators, butterflies and birds. We think berms created by dumping then bulldozing fill into rows an unattractive and unproductive alternative to landscaping using trees and shrubs.

It is our hope the tree buffer identified in Zoning By-Law 2017-16 remains in place and trees recently cut down will be replaced with deciduous and coniferous trees.

In closing, we recognize and appreciate that The Corporation of the City of Sault Ste. Marie has encouraged its corporate and residential citizens to beautify our city for many years. We hope that City Councillors will consider our concerns when they determine the outcome of Application No.: A-4-21-Z.

Respectfully submitted,

Ron and Dodie Mills

cc Councillor Paul Christian
Councillor Sandra Hollingsworth

E.G. Mallette
199 Louise Ave Sault Ste Marie ON P6A 5X1

April 24, 2021

Planning Division
99 Foster Drive Sault Ste Marie ON P6A 5X6

Re: Application No.: A-4-21-Z
2176 Queen St East
Applicant: Ruscio Masonry and Construction [c/o Dave Ruscio]

Dear Planning Division Members,
In regards to the proposed changes by Ruscio Masonry and Construction Ltd and the wish to rezone from General Commercial Zone [C4.S] with Special Exception 162 to General Commercial Zone [C4.S amended] and the request for amendments to Special Exception 162 in particular, I ask for your serious consideration of the following:

1] **regarding clause #2** - the applicant wishes to repeal the maximum lot coverage of 25% and the minimum landscaping requirement of 2%.

Without consent from the Planning Division and with no regard to awaiting public input, said applicant has already destroyed tree stands, wildlife habitat and privacy concerns of all homes backing onto, or adjacent to, said property.

2] **regarding clause #3** - repeal of a visually solid fence for screening outdoor storage areas.

I am in agreement as solid fences often become unsightly over time through vandalism and/or poor maintenance, however a living fence of coniferous trees such as spruce, should be substituted. This would allow for a supportive bird habitat while also dissuading a drop in property values of adjacent and nearby homes.

3] **regarding clause #4**- repeal of the list of items permitted to be stored outside.

I am not in agreement. The property could in all likelihood become a catch-all for a large variety of items resulting in an eyesore for our community and a danger to children and youth who may disregard any barriers or 'No Trespassing' signage.

4} **regarding clause # 6** - repeal of maintaining the existing tree stand, requirements for tree retention and a planting plan.

I do not agree. As stated in my first point, Ruscio Masonry and Construction has already shown complete disregard for the initial approved Zoning By-Law No. 2005-150. [**Please see attached images taken April 24,2021**]

SUMMARY

A well maintained property, of which the planting and maintenance of healthy trees are an inherent responsibility of a thoughtful commercial property owner leaves a good impression on customers, residents and visitors.

Ruscio Masonry and Construction has many sites which showcase their willingness to provide a sense of quality and beautification to our city.

I believe that with careful thought and reflection, both the Planning Division and the applicant, will see the importance of enhancing a sea of storage units and other undisclosed items with an environmentally sound alternative, thereby promoting one of the basic values of our community at large.

Sincerely yours,
Ellie and Jack Mallette

Image below: view from Queen Street showing current tree stand and conifers camouflaging water treatment plant



Image below: View from Queen Street showing clear cutting

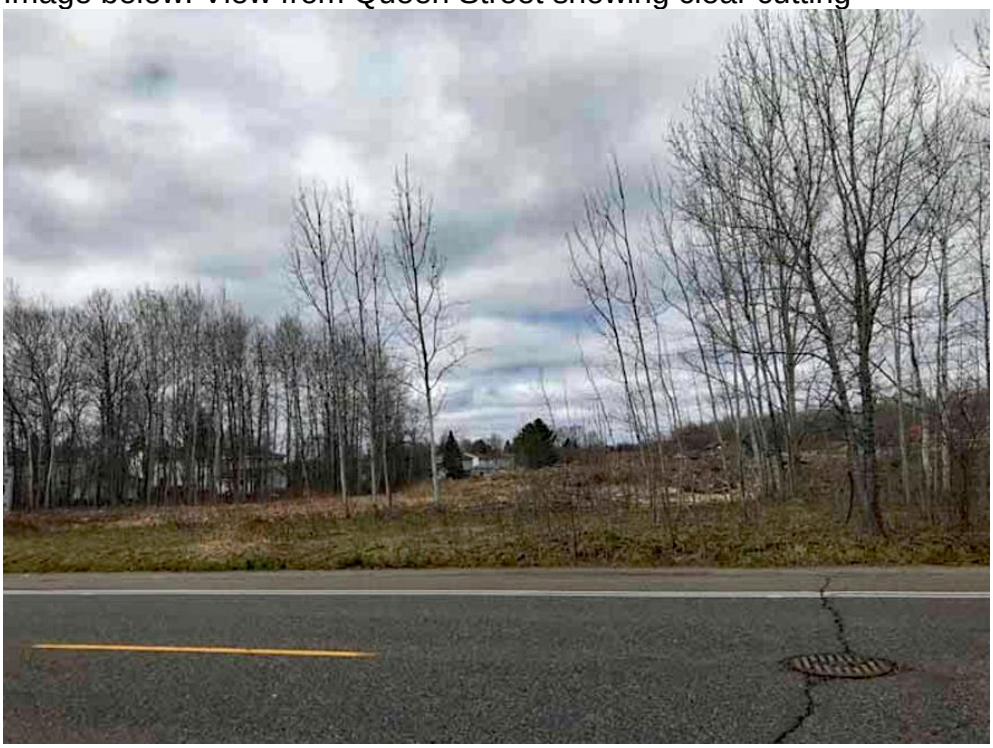


Image below: view from Queen Street showing more than 25% usage



Image below: view of current remaining tree stand bordering Queen Street, clear cutting



36 Glen Avenue
Sault Ste. Marie ON
P6A5E2

April 26, 2021

City of Sault Ste. Marie
Planning Division
99 Foster Drive
Sault Ste. Marie ON

Via email: planning@cityssm.on.ca

Re: 2176 Queen Street East Application A-4-21-Z

Written Submission from Cynthia and Robert Wood residents of 36 Glen Avenue

It would have been beneficial to have a copy of the current Special Exception 162 circulated. We were, however, able to view on page 89 of the City's Special Exception By-Law 2005-151.

We have no objection to the removal of "i*n association with a Motor Vehicle Sales or Parts Dealer*" and would assume that all C4 uses will continue to be permitted. This item in the application appears to be irrelevant since the personal storage facility proposed is already permitted by Special Provision 162 and C4 zoning.

As per the Site Plan issued for approval, a clarification of compass orientation is required. Queen Street East normally runs West to East placing Block A located on the North side of the street, abutting the existing residential properties to the West, proposed residential to the north and C4 commercial to the East.

Changes requested by the applicant to the Special Provisions (SP), are where our issues exist.

(SP) #1: "Any building shall be setback a minimum of 7.62 metres from any lot line". This should be amended to comply with C4 zoning and the submitted site plan.

SP#2: Maximum lot coverage of 25% This was previously introduced by City Planning for valid reasons and appears to have been adhered to at the adjacent C4 occupancy and should be retained.

SP #3: "Add solid Fence": A solid fence is defined in the City Bylaw, page 37, section 2.47, as "Visually solid screening, 1.8 metre high." This request suggests unsightly uses are now planned for Block A.

We would also note the residences on Glen and Louise Avenues that abut Block A are two storey and the property would clearly be seen over the proposed screen, rendering this provision inadequate. The construction material of such a screen is also a concern.

We would note, that the commercial indoor storage units located immediately east of Block A are single storey with well maintained grounds, perimeter berms with decorative metal rail fencing. Based on the above, we look to City Planning to ensure a commercial use of Block A that is compatible with current uses in the area, with suitable buffering and screening.

SP #4: General Commercial Zone does not include Outdoor storage as a permitted use. Therefore, Outdoor Storage should be limited to that associated with an approved C4 use and be limited to a percentage of total storage as determined by City Planning.

SP #5: Junk, abandoned, wrecked, dismantled or inoperative materials of any kind should not be permitted on the site unless stored within permanent building structures.

SP#6: Repeal the requirement that the existing tree stand to the east be maintained as well the requirements for a tree retention and planting plan.

We would consider site buffering and existing tree stands to be the most important and contentious issue. The developer is requesting permission to clear cut the site. Contrary to the request the submitted site plan issued for approval shows tree retention limits to the north and west sides and front yard 50% landscaping.

The sole remaining 25 metre tree stand along the west side has for 40 plus years buffered Queen Street, Glen and Louise Avenue residences providing suitable separation from the Municipal Treatment Plant. This tree stand is a continuation of the tree buffer east of Barber Boulevard. Its retention would also go a long way in separating the existing R2 residential use form the proposed unsightly development of Block A.

The site plan prepared by the developer shows a 17 metre tree buffer on the north side and a 10 metre tree buffer along the West side. The north side buffer has been cleared and back filled to a two to three metre depth this past winter. The mature tree stand abutting R2 residential also appears to be under threat. The removal of the north tree buffer alone represents a 20% deviation from the submitted site plan. Although from a developer's standpoint, it makes sense to provided a 17 metre tree buffer, to residential lands to the north, to assist in future sales, it appears contradictory to reduce that setback to only 10 metres abutting the existing residential properties, as shown on the site plan. Standardization should be considered, with both setbacks at 17 metres or perhaps 15 metres. In addition a further 5 metre setback from the tree buffer should be considered. Block A has been raised above adjacent residential lands with substantial fill. These tree buffers are required for grade changes, storm water run-off control, and protection of the existing mature trees along the west property line. These grade changes are not shown on the site plan. The Site Plan is noted "Issued for Site Plan Approval". It appears to show half of what the developer is requesting.

It is our opinion that tree buffers must be maintained, protected, or improved upon in any resubmission that truly represents the planned development.

SP#7: We would defer this issue to City Planning. It appears that this walkway has already been constructed through Block A but not continued through Block B.

We would welcome the opportunity to discuss further our concerns with City Planning prior to the public meeting to ensure our concerns are clear and presented appropriately.

Respectfully submitted

Cynthia and Robert Wood.

Cc Paul Christian
Sandra Holllngsworth



Application Map Series

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

Legal Department Reference

Property Information

Civic Address: 2176 Queen Street East
Roll No.: 010037051230000
Map No.: 13/1-12
Application No.: A-4-21-Z
Date Created: January 13, 2021

Legend

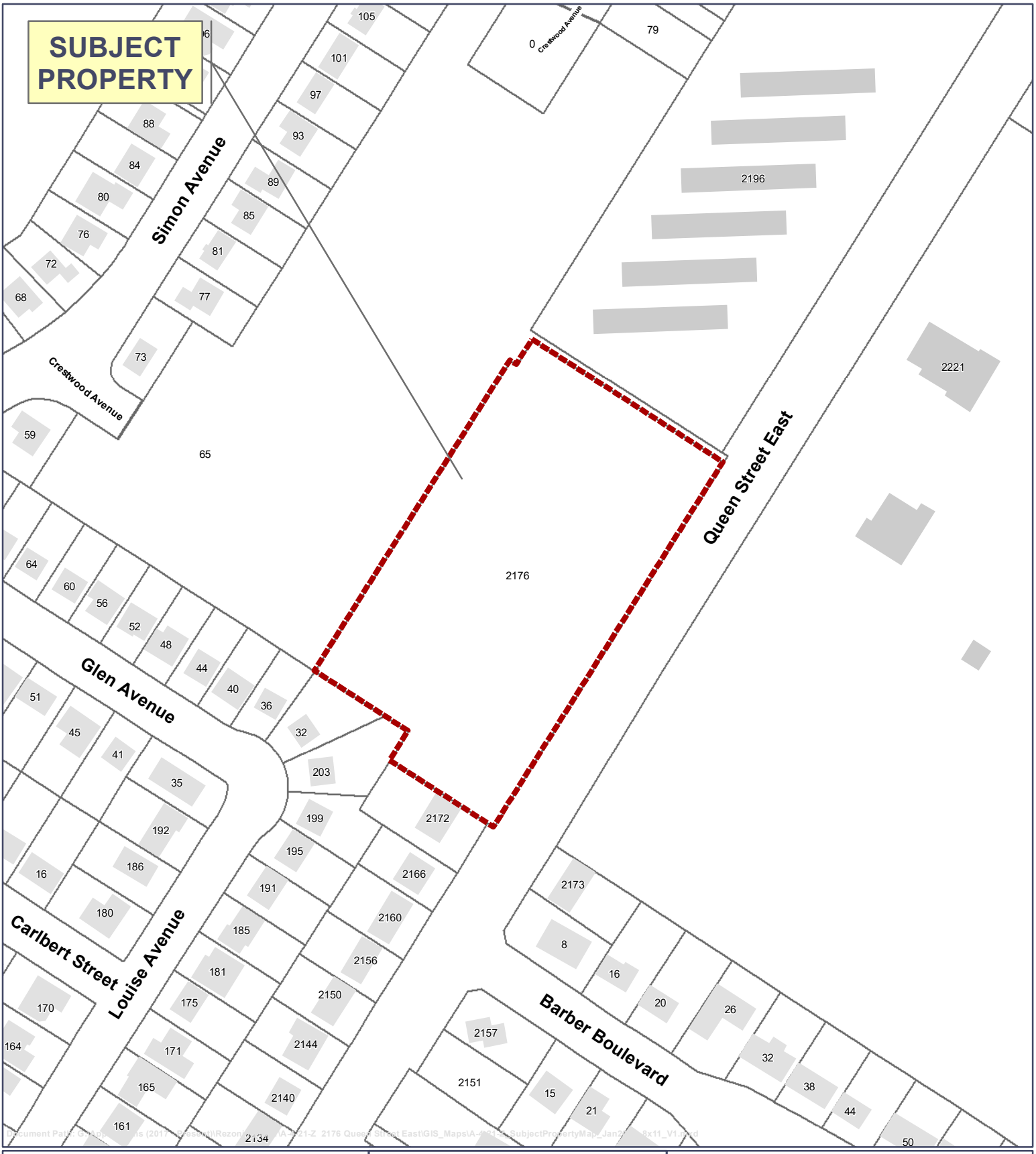
Subject Property: 2176 Queen St. E
Parcel Fabric

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 10 20 40 Meters
1:2,000

N



Application Map Series

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

Legal Department Reference

Property Information

Civic Address: 2176 Queen Street East
Roll No.: 010037051230000
Map No.: 13/1-12
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Legend

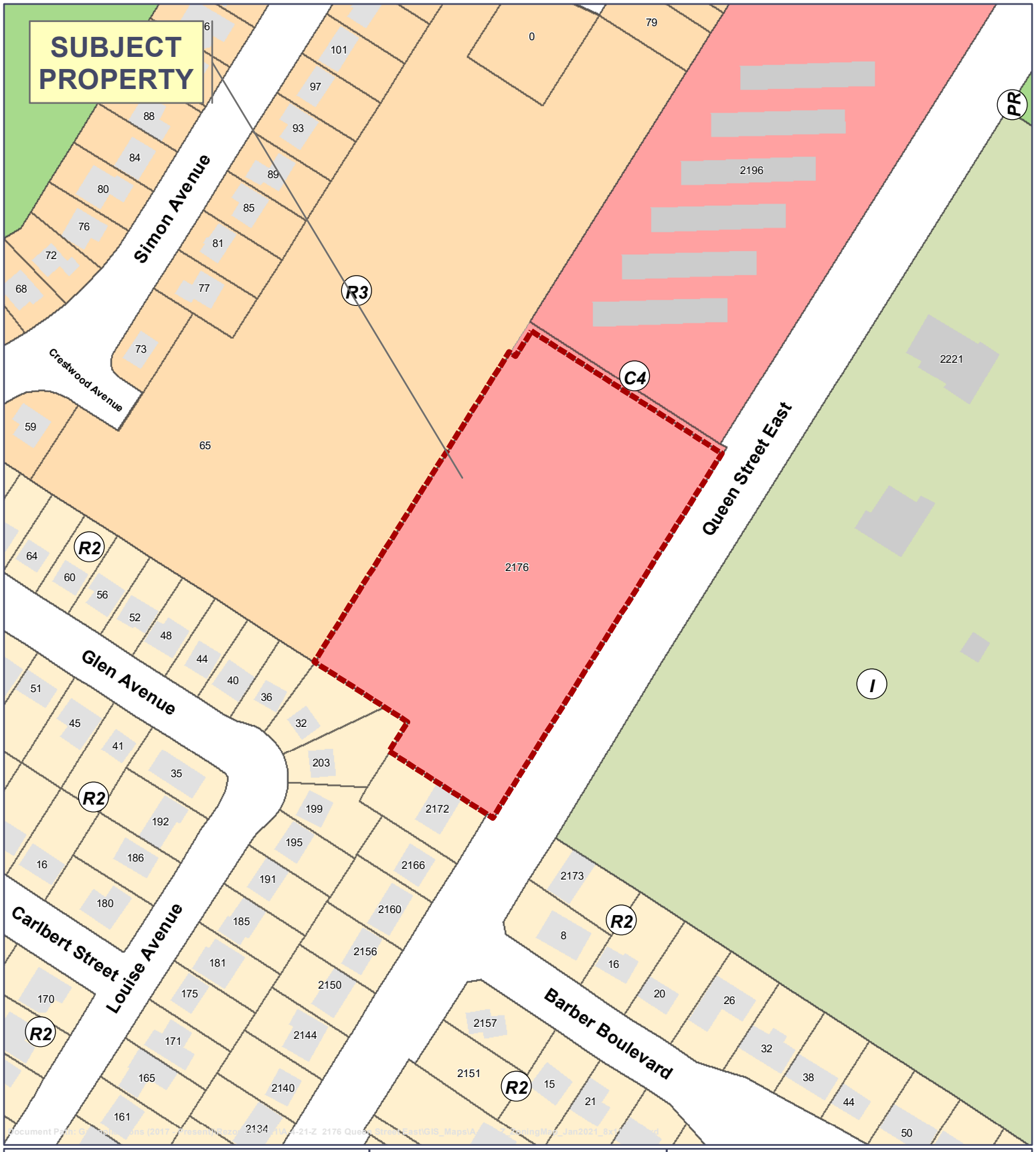
Subject Property: 2176 Queen St. E
Parcel Fabric

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

0 10 20 40 Meters
1:2,000

N



Application Map Series

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

Property Information

Civic Address: 2176 Queen Street East
Roll No.: 010037051230000
Map No.: 13/1-12
Application No.: A-4-21-Z
Date Created: January 13, 2021

Legend

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

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
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NAD 1983 UTM Zone 16N
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0 10 20 40 Meters
1:2,000

N

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

2176 Queen Street East

Application No.: A-4-21-Z

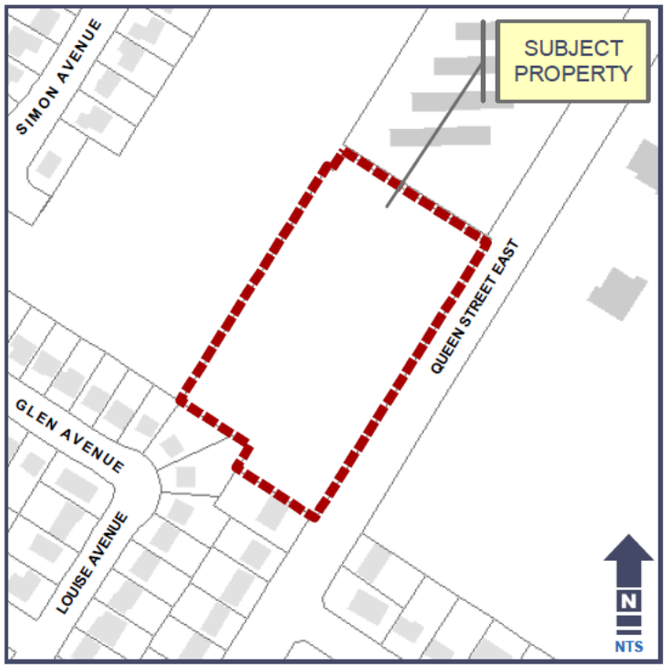
Applicant: Ruscio Masonry and Construction Limited (c/o Dave Ruscio)

Date: May 10, 2021
Time: 5:30 PM

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

PURPOSE

The applicant, Ruscio Masonry and Construction Ltd. (c/o Dave Ruscio) wishes to rezone the subject property by amending the existing site specific zoning regulations to facilitate a personal storage facility that is not in association with a motor vehicle sales and parts dealer. Current zoning only permits a personal storage facility in association with a motor vehicle sales and parts dealer. The applicant is also seeking to repeal and amend a number of other site specific regulations as outlined in greater detail below.



PROPOSED CHANGE

The applicant wishes to rezone the subject property from General Commercial Zone (C4.S) with Special Exception 162 to General Commercial Zone (C4.S amended) with the following amendments to Special Exception 162 to permit a personal storage facility without the requirement that such facility be 'in association with a Motor Vehicle Sales and Parts Dealer'. In addition, the following clauses of Special Exception 162 are proposed to be amended:

#2 - Repeal the maximum lot coverage of 25% and the minimum landscaping requirement of 2%.
#3 – Add a visually solid fence to the combination of components that may be used to visually screen outdoor storage areas.
#4 – Repeal the list of items that are permitted to be stored outside.
#6 – Repeal the requirement that the existing tree stand to the east be maintained, as well as the requirements for a tree retention and planting plan.
#7 – Repeal the requirement for a walkway connection, as this is no longer applicable.

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 Monday, May 10, 2021 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, May 7, 2021 as part of City Council's Agenda. Please contact the Planning Division at 705-759-5368 or planning@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

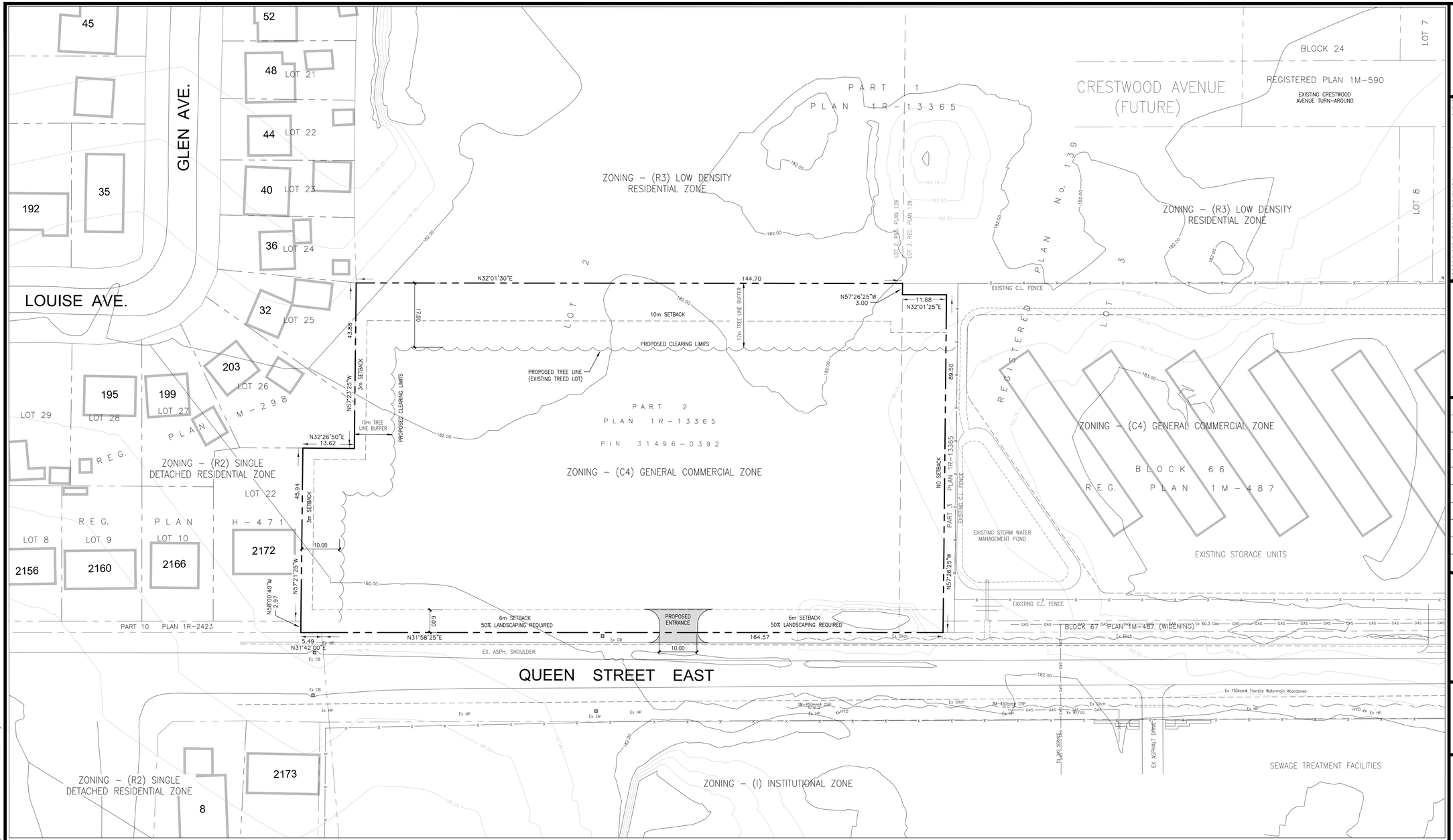
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to the Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to planning@cityssm.on.ca with your name, address and application file number on or before **Monday, May 10, 2021**.

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.



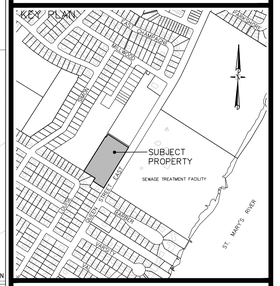
SITE PLAN NOTES:

1. SITE AREA = 1.511 ha (3.73 ACRES)
2. BUILDABLE AREA = 1.063 ha (2.63 ACRES) WITHIN PROPOSED CLEARING LIMITS
3. PARKING REQUIRED:
   PERSONAL STORAGE = NO PARKING REQUIRED FOR MAIN USE
   PARKING MAY BE REQUIRED FOR AUXILIARY USE
4. EXISTING ZONING:

SUBJECT AREA	(C4) GENERAL COMMERCIAL ZONE
NORTH	(R3) LOW DENSITY RESIDENTIAL ZONE
EAST	(C4) GENERAL COMMERCIAL ZONE
SOUTH	(I) INSTITUTIONAL
WEST	(R2) SINGLE DETACHED RESIDENTIAL ZONE
SOUTHWEST	(R2) SINGLE DETACHED RESIDENTIAL ZONE

5. PROPOSED ZONING:
   SUBJECT AREA (C4) GENERAL COMMERCIAL ZONE
6. SETBACKS:
   WEST = 3m (PROPOSED 10m TREE BUFFER)
   NORTH = 10m (PROPOSED 17m TREE BUFFER)
   EAST = NO SETBACK REQUIRED (3m BUFFER TO ABUTTING FENCE)
   SOUTH = 6m (50% LANDSCAPING REQUIRED IN SETBACK AREA)

KEY PLAN



ENGINEER'S SEAL:

DATE	REV.	REVISION	BY	APP'D
21-02-12	0	ISSUED FOR SITE PLAN APPROVAL	KTN	JVM

CLIENT:

RUSCIO CONSTRUCTION
1085 McNABB STREET
SAULT STE. MARIE, ON

CONSULTANT:

TULLOCH ENGINEERING

PROJECT TITLE:

QUEEN STREET STORAGE UNITS

DRAWING TITLE:

SITE PLAN

DRAWN	DESIGNED	CHECKED	APPROVED
KTN	KTN	-	JVM

SCALE	DATE
1:500	FEB.12, 2021

PROJECT No.	REVISION	DRAWING
20-1109	0	C1

K:\2020\Engineering\201109 Ruscio - 2176 Queen St Storage Preliminary\Dwgs\20-1109 -Site Plan Feb12 2021.dwg

Karen Lehtonen & Michael McCarthy
2172 Queen Street East
Sault Ste Marie, ON, P6A 5T7

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

Re: Zoning by-law Amendment Application No.: A-4-21-Z

Council of The Corporation of the City of Sault Ste. Marie:

As owners of the property located at 2172 Queen Street East, we would like to submit our input for the proposed by-law amendment requested in Application No.: A-4-21-Z by Ruscio Masonry and Construction Ltd.

We purchased our property located at 2172 Queen Street East in June 2019. A large part of the decision to buy this property was the empty treed lot next to us. We really enjoy the trees, wildlife, and privacy that comes with it. We are not opposed to the use of the property or the owners' intentions, but we are concerned with a few of the proposed changes. The visual aesthetics of the property have been significantly degraded with the land clearing and tree cutting that has already taken place and this may have already reduced our property value. We are also concerned with the significant amount of light pollution that is now affecting our property and we are concerned about the additional light pollution that may come from the new outdoor storage. In addition, we are concerned about possible noise pollution and dust in the event the intention is to store construction equipment at this property. Karen has allergies to dust that would be exacerbated if the intent is to use the property for construction equipment storage. With that said we have provided our input to the following proposed changes:

- #2: We respectfully request that the council NOT repeal Special Exemption 162 #2 and continue to require Ruscio Masonry and Construction to maintain only 25% lot coverage and maintain the minimum 2% landscaping on the property.

- #3: We respectfully request that the council amend Special Exemption 162 #3 and allow a visually solid fence of wood, vinyl, or some other visually appealing material be used for the outdoor storage area. A special note should be added that chain link with slats, tarps, or fabric materials are NOT an acceptable alternative. We would request that this fence remain on their side (east) of the tree buffer between our two properties.

- #4: We are concerned about the request for repeal of Special Exemption 162 #4. We would like to know more about what exactly Ruscio Masonry and Construction Ltd. intend to store at the property. E.g., personal storage lockers? Boats and Trailers? Construction equipment storage?

- #6 We respectfully request that the council NOT repeal Special Exemption 162 #6 and continue to require that Ruscio Masonry and Construction maintain the tree stand to the east of the property and re-plant the trees that were already cut down along Queen Street before this request was made. Additionally, we request that a tree retention plan and tree planting plan still be required that includes planting white and blue spruce trees in 3 rows using 2.6m x 2.6m spacing along the existing treed buffer on the SW portion of the property that is adjacent to 2172 Queen St. E. Due to the elimination of the tree stand that was growing there for many years, light pollution from the current storage units is now affecting our property and our neighbors property and we do not want additional light pollution from the proposed outdoor storage space.

Respectfully Submitted,

Karen Lehtonen & Michael McCarthy

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Donald B. McConnell, MCIP RPP, Director of Planning
DEPARTMENT:	Community Development and Enterprise Services
RE:	Proposed Zoning Amendment for Outdoor Patios

PURPOSE

The purpose of this application is to amend the Zoning By-law requirements for outdoor patios related to definitions and parking.

PROPOSED CHANGE

The following three amendments are proposed to the Zoning By-law.

1. Seasonal outdoor patios are defined as not intended for year-round operation and which operate less than 200 days each year.
2. Seasonal outdoor patios do not require any additional parking.
3. Up to 25% of other required parking may be used for a seasonal outdoor patio provided that it does not abut a residentially zoned property. All required barrier free parking spaces must be maintained.

Subject Property:

- Location: City wide

BACKGROUND

On June 8, 2020, City Council received a report summarizing the City's existing outdoor patio regulations and recommending modifications to ensure consistency with provincial Covid-19 guidelines. Council accepted the report and a number of local restaurants, both in the downtown and elsewhere in the community established patios last summer.

In the downtown, many restaurants use City sidewalks in the absence of other options.

Outside of the downtown, patios are generally located in parking areas associated with the restaurant. To accommodate this, Council agreed with a staff recommendation that seasonal patios may occupy up to 25% of the total required parking spaces in any yard that does not abut a residentially zoned lot for a maximum of six consecutive months.

On March 29, 2021, City Council received a report from staff recommending that these changes be made permanent. City Council agreed with this recommendation and public notice has been given in accordance with the requirements of the Planning Act.

ANALYSIS

Conformity with Official Plan

The proposed zoning amendments to parking requirements are intended to maximize the use of existing parking in commercial areas and conforms to the City's Official Plan.

Conformity with Provincial Policy Statement 2020

The proposed amendments to reduce parking requirements to permit commercial patios represents a cost-effective development from both land consumption and servicing perspectives. Therefore, this proposal is consistent with the Provincial Policy Statement.

Conformity with Growth Plan for Northern Ontario 2011

Approval of the proposed zoning amendments does not conflict with the Growth Plan for Northern Ontario.

COMMENTS

Last year, numerous businesses operated outdoor patios without any significant impact on neighbouring properties.

Based on this experience, staff are proposing the following three changes to the Zoning By-law to clarify and make permanent the parking requirements for outdoor patios.

1. Seasonal outdoor patios are defined as not intended for year-round operation and which operate less than 200 days each year.
2. Seasonal outdoor patios do not require any additional parking.
3. Up to 25% of other required parking may be used for a seasonal outdoor patio provided that it does not abut a residentially zoned property. All required barrier free parking spaces must be maintained.

It should be noted that fire access paths must be maintained at all times. Each outdoor patio must be designed to accommodate persons with mobility limitations.

CONSULTATION

The notice was advertised on the City website and in the Sault Star on April 13, 2021.

Public Comments

One comment was received at the time of writing this report. This email and the staff response is attached to this report. Mr. Edwards has also conducted considerable research on this issue and a report from him is attached.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. There were no concerns expressed in relation to the proposed amendments.

FINANCIAL IMPLICATIONS
Approval of this application will not result in any incremental changes to municipal finances.

It should be noted that the City's current Downtown grant program provides up to 50% of the cost of establishing an outdoor patio on private property in the downtown area to a maximum of $5,000.

STRATEGIC PLAN / POLICY IMPACT
Approval of the recommendations of this report are consistent with the Service Delivery, Quality of Life and Community Development and Partnerships focus areas of the City's Corporate Strategic Plan.

SUMMARY
Last year, numerous businesses operated outdoor patios without any significant impact on neighbouring properties.
In accordance with City Council's direction, this report recommends amending the Zoning By-law to make permanent the changes relating to outdoor patio definitions and parking that were applied last year.

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

Resolved that the report of the Planning Director dated 2021 05 10 concerning outdoor patios be received and that Council amend the zoning by-law as follows:

1. Seasonal outdoor patios are defined as not intended for year-round operation and which operate less than 200 days each year.
2. Seasonal outdoor patios do not require any additional parking.
3. Up to 25% of other required parking may be used for a seasonal outdoor patio provided that it does not abut a residentially zoned property. All required barrier free parking spaces must be maintained.

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

Respectfully submitted,



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

From: Don McConnell
Sent: Sunday, April 25, 2021 10:26 AM
To: 'Noah Edwards'
Cc: Peter Tonazzo
Subject: RE: Questions Regarding Application A-7-21-Z Patios

Good morning, Noah –

Thanks for your questions. They are excellent. My answers are embedded in your email below in blue.

Are you okay if I attach this email to my report for City Council as it does provide additional information.

Feel free to call me at 705-759-5375 if you wish to discuss this further.

Thanks, Don

From: Noah Edwards <edwardsnoah@outlook.com>
Sent: Tuesday, April 20, 2021 10:43 PM
To: Don McConnell <d.mcconnell@cityssm.on.ca>
Subject: Questions Regarding Application A-7-21-Z Patios

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Hello Mr. McConnell,

I do like the spirit of the amendment, but not the 25% parking limit. Few questions if I may before my written comments.

- How did the planning department arrive at 25% of parking may be used? I have completed a scan of many municipalities and most do not have a limit (allowing the operator to chose how much parking) and those that do are all different numbers. Last year we used the 25% standard and it seemed to work well. I do not recall receiving any complaints that this was not sufficient. Removing six parking spaces will result in an outdoor patio of between 65 and 100 seats depending on the configuration. It is also important to remember that this is a permanent change to the regulations. While we are reducing the amount of required parking, the restaurant's capacity will increase significantly (with the new patio) when the covid-19 restrictions are removed.
- Why does planning feel there is a need to put a limit on the amount of parking to be used? A business would provide enough parking, or they would lose customers. This also limits the ability of a business to make agreements with other properties in the vicinity to use their parking if they have extra or do not use it during peak dining times. Unfortunately, not all businesses will provide sufficient parking. Providing less than a reasonable amount of parking may result in parking problems for either neighbouring business or residential areas. In the downtown and older commercial areas we do allow parking within 300 m of the business. Generally, this is used for employee parking, as businesses want to make their customer parking as convenient as possible.

- How were the parking requirements in Zoning By-Law decided? Was a local parking study done or were the numbers taken from a different municipality? Parking requirements in the zoning bylaw are widely accepted industry standards. Some businesses, such as big-box stores and fast food restaurants have their own parking requirements which exceed the municipal standards.
- How are accessible parking spaces protected? Most other municipalities I looked at required that the required number of accessible spaces be maintained or replaced to the standards. Thank you for pointing this out. We will ensure that accessible parking spaces must be maintained at all times.

Thank you,

Noah Edwards (he)

Limit on Parking Usage by Season Outdoor Patios

Why there should be no 25% limit as proposed.

Application No.: A-7-21-Z

25 April 2021

To Mayor and Council,

I first present the following question as it is key to the rest of this conversation regarding parking minimums and limiting parking occupation by temporary outdoor patios.

Who is best to determine parking requirements, the municipality or the business owner?

Throughout my comments I will go through the assorted reasons why implementing a 25% limit is a poor idea. I hope after reviewing these you will support an amendment to remove the 25% limit and allow businesses to determine how much parking they require. I will first investigate parking minimums, then move to brief Covid-19 impacts, accessible parking, and a review of other Ontario Municipalities. I will then address measures to deal with parking issues if a business does not provide enough parking and then Official Plan matters. I will end by presenting policy options.

Parking Minimums

Parking minimums are set out in the Zoning By-Law 2005-150 under section 5.7. Parking minimums are based on perceived peak needs as well as practical requirements like snow storage. As stated in Mr. McConnell's communications these are set on industry best practices. Shoup, in their article, states that no one really knows where parking requirements come from

and then suggests that planning academics have not seriously investigated parking minimums.[1] I have always believed parking minimums are simply arbitrary numbers and not justified in any way, they only serve to ensure the city remains a car-centric one.

Of course, right now with Covid-19 restrictions, restaurants are not at their peak. Patios would also be used in the summer, meaning there could be extra space without the snow. For food services, the parking requirement in the Sault is 1/5 persons of maximum building capacity or 1/10 in the downtown. So, this means that if a restaurant has a capacity of 50 people, they must provide 10 parking spaces or 5 in the downtown.

Covid-19 Pandemic Impacts on Business

Throughout the pandemic, restaurants have faced many rules and restrictions. My major question is why is the City adding more restrictions? Restaurants have already been through enough. I will not get into too much detail about this as I do not own or operate a restaurant.

Accessible Parking

Moving to accessible parking spaces. These should be protected to ensure they are not used as part of a patio or are replaced to city standards. The Zoning By-Law also sets out minimum required accessible parking spaces and those should be maintained. I am proposing to only allow businesses to use regular parking spaces, not their accessible spaces for their patio. The current amendments I do not believe are explicit enough in their protection of these important spaces, so I am proposing to strengthen that. Mr. McConnell stated in their communications that this will be added.

Review of Other Municipalities

I wanted to determine how other Ontario municipalities have dealt with this issue. I reviewed many municipal websites and found 23 that had information about their patio program. I should note that most of these are from 2020 and many were temporary. I will point out the City of London's staff recommended that temporary patios be permitted within

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[1] Shoup, Donald C. "The Trouble with Minimum Parking Requirements." *Transportation Research. Part A, Policy and Practice* 33, no. 7 (1999): 549–74. https://doi.org/10.1016/S0965-8564(99)00007-5.

required commercial parking (not within residential parking in mixed-use developments) without restrictions as part of a permanent zoning by-law change. Their reasoning for this is as follows,

> This approach will provide greater flexibility for businesses to choose whether the additional patio capacity is better aligned with their business goals compared to the provision of more commercial parking spaces while protecting required residential parking.

I feel this reasoning is great as it does allow businesses the opportunity to choose and access their customers. Of course, London would have more areas where walking and biking are more common to access restaurants, but with the improvements in the Sault, this could become more common here as well. With this, the City of London is allowing for core areas to become active and lively areas with less dependency on cars. Now I would love to have this type of idea within the Sault's downtown. They also mention that in the summer there are more parking spaces as there is no need for snow storage. This point is even more so here in the Sault where we get much more snow than in London. The full City of London staff report link is highlighted in Appendix A for reference.

After reviewing the municipalities, I found 18 out of 23 (78%) did not have strict limits on the number of regular parking spaces that can be used as a patio. For the municipalities that have percentages these range from 20%-50%. The question then is, if most other municipalities do not have strict limits, then why is the Sault? Cities much larger than we are with less parking available do not have strict limits. The full details of each municipality reviewed are attached in Appendix A.

Measures to Deal with Parking Issues, "Spillover Parking"

One of the main reasons why City Council may wish to have this limit is to prevent parking issues on streets or neighbouring business properties. Mr. McConnell also mentions this in their communications. This is a valid point but neglects the many ways the municipality and businesses can deal with parking issues. I also do not think this would be a major issue for a simple reason. If a restaurant you were attending had no parking, would you still go there or go

somewhere else? Many people would probably choose to go to another restaurant. Or someone would leave poor reviews and may not return. This is not good for business.

The municipality can pass by-laws concerning parking on city streets. So, if there did become parking issues on streets surrounding a restaurant, the city could easily pass a by-law prohibiting parking on the affected streets. Street parking is ample in the Sault, so this shouldn't be a problem.

Surrounding businesses can use by-law 4001 to ticket and/or tow vehicles parked on their property that are not attending their business if this became a problem.

Official Plan

Within the Official Plan one statement deals specifically with parking across the whole city a few others deal with parking in the downtown however, those are not relevant,

> D.10 All uses should provide sufficient parking on-site except where alternatives are provided for in the downtown.

I feel that removing the 25% limit would still ensure that uses still provide sufficient parking as they would still need to provide parking for their customers who drive to attend the business. The definition of sufficient could vary among businesses in separate locations and with different customers and one blanket policy does not recognize these differences. I don't feel the City needs to be involved in meeting this requirement and within the new Official Plan, this should be amended or removed. The Official Plan is also quite old (1996) and does not represent the current trend towards more livable, active, and healthy communities.

Proposed Amendment

I am proposing to delete amendment 3 and replace it with the following:

> 3. Seasonal outdoor patios are permitted within existing required parking spaces, except required barrier-free parking spaces unless said barrier-free spaces are planned to be replaced in an alternate, suitable location. Said new barrier-free spaces shall meet the requirements of section 5.5.
>
> 4. Seasonal outdoor patios shall not abut a residentially zoned property.

This amendment removes the 25% limit and provides flexibility to businesses, long-term. It also explicitly protects barrier-free spaces to ensure these remain available for those who require them.

Another option would be to pass the permanent by-law as is and then pass a temporary zoning by-law increasing the limit (say to 50%) or removing it during the Covid-19 pandemic. This would consider the limitations due to physical distancing or an outdoor dining only situation. This temporary by-law could be passed without the normal notice and public meeting as exempted by Ontario Regulation 345/20 under the Reopening Ontario Act.

Conclusion

Going back to the initial question I presented at the start of this report, I think the municipality is not the one who should determine parking requirements for the business through arbitrary minimum numbers. This argument can be expanded to parking minimums in general, but that is a discussion to have in the next version of the Zoning By-Law. Council has been supportive of our local businesses on many prior occasions, including waiving patio fees. I hope Council will continue to support local businesses by supporting my proposed amendment and allowing businesses to determine their parking needs not the municipality.

Respectfully Submitted,

Noah Edwards

Noah Edwards (he)

Millcreek Drive

Appendix A- Review of Other Ontario Municipalities' Policies/By-Laws Regarding Temporary Outdoor Patios on Private Property Occupying Parking

I selected a series of major municipalities and reviewed their website to determine their policies on outdoor patios on private property. If they did not have any information, they were not listed. Many of these policies/by-laws are from 2020 and are temporary. Some municipalities have also decided to permanently implement outdoor patios in parking lots to their zoning by-law. Most notable being London, with the staff report linked.

Overall, 16 out of 23 (70%) do not have any restriction on the number of regular parking spaces that can be used for an outdoor patio. 2 out of 23 require a "reasonable" number of spaces to be provided. This means 18 out of 23 (78%) municipalities reviewed have no hard rule on the number of regular parking spaces that can be used on a patio. For the municipalities that have percentages these range from 20%-50%.

Most municipalities do protect accessible parking spaces within their policies. Either saying they can not be used or that if they are used, they must be replaced to standards.

Brampton
https://www.brampton.ca/EN/Business/Licensing/Pages/Patio-Brampton.aspx

- Accessible Parking Spaces must remain available for parking use and access.
- No restrictions on parking

Burlington
https://www.burlington.ca/en/services-for-you/resources/Applications,%20Licences%20and%20Permits/Pop-up-Patios/temp-forms/TEMPORARY-PATIOS-ON-PRIVATE-PROPERTY-2021-Application.pdf

- Provisions for accessible spaces shall be maintained.
- A reasonable amount of non-accessible parking spaces shall be maintained.

Guelph
https://guelph.ca/2021/03/guelph-temporary-seasonal-patio-program/

- No restrictions on parking.

Kitchener
https://www.kitchener.ca/en/council-and-city-administration/patio-expansion-program.aspx#patiolocationfootprint

- If located in a parking area, the patio shall not cover any barrier-free parking spaces, unless said parking spaces are planned to be replaced in an alternate, suitable location. Said new spaces shall be developed in consultation with Transportation Planning, to City design standards.

- No restrictions on parking.

London
https://london.ca/sites/default/files/2021-03/2021-03-29-PEC%20Report%20Z-9300%20Seasonal%20Outdoor%20Patios-AODA.pdf

- Permanent zoning by-law amendment.
- Staff recommended that patios be allowed within existing parking.
- This approach will provide greater flexibility for businesses to choose whether the additional patio capacity is better aligned with their business goals compared to the provision of more commercial parking spaces while protecting required residential parking.

Markham
https://www.markham.ca/wps/wcm/connect/markham/f0349d39-d6dc-48ad-8e2f-d731e020a8c9/Patio%2BExpansion%2BApplication%2Bv4.pdf?MOD=AJPERES&CONVERT_TO=url&CACHEID=ROOTWORKSPACE.Z18_2QD4H901OGV160QC8BLCRJ1001-f0349d39-d6dc-48ad-8e2f-d731e020a8c9-nxHyln.

- An outdoor patio located within a parking area, parking space or drive aisle shall occupy no more than the greater of:
  - 4 parking spaces, or
  - 33% of the provided parking space for the use
- An outdoor patio is not permitted to occupy accessible parking spaces and may not obstruct any accessible routes.

Milton
https://www.milton.ca/en/business-and-development/seasonal-patio-program.aspx#Is-there-a-fee

- The cash-in-lieu of parking fee will be $1 for each existing space occupied by the patio and associated buffer area, and for each space required for the new patio area.

Mississauga
https://www.mississauga.ca/services-and-programs/business/licences-and-permits/temporary-patio-program/

- Patios may occupy up to 50% of required parking spaces but not accessible parking spaces.

Niagara Falls
https://niagarafalls.ca/pdf/public-notices/2304/bylawpasnotice-am-2021-003.pdf

- No restrictions on parking

North Bay
https://www.northbay.ca/media/owgo5e4l/2021-supporting-outdoor-dining.pdf

- Maintain available parking spaces at a ratio of 1 parking space per 15 square metres of patio space (this does not need to include your interior dining room area).
- Accessible parking spaces must be maintained, or new accessible parking spaces must be provided & signed accordingly.

Oakville
https://www.oakville.ca/assets/2011%20planning/Patio-Program-Private-Lands-sample.pdf

- Cash in lieu of required parking ($2.00). Does not apply to accessible spaces.

Oshawa
https://www.oshawa.ca/city-hall/outdoor-patio-on-private-property.asp

- Temporary patios shall generally not occupy or obstruct any portion of an accessible parking space or associated access aisle. Where accessible parking spaces and associated access aisles are blocked by the temporary patio, an acceptable alternative location for the accessible parking spaces and associated access aisle must be identified.

- No restrictions on parking.

Ottawa

https://ottawa.ca/en/business/permits-and-licenses/right-way/cafe-permits-patio-permits-and-vending-right-way

- On-site parking may be used for temporary patio space, except the required number of designated spaces under the Accessibility for Ontarians Disability Act, 2005, which must remain available for parking use.

Pickering

https://www.pickering.ca/en/living/resources/TemporaryPatio_rev2021ACC.pdf

- If the temporary patio/patio extension is located where accessible parking spots are located, equivalent accessible parking spots must be created adjacent to the patio area.
- No restrictions on parking.

Richmond Hill

https://www.richmondhill.ca/en/register-apply-or-pay/Applications-Licences-and-Permits.aspx

- No more than 30% of the on-site parking spaces are displaced for an outdoor patio.
- Accessible parking spaces are maintained.

St Catharines

https://www.stcatharines.ca/en/buildin/temporary-patios-2020.asp

- No restrictions on parking

Sudbury

https://www.greatersudbury.ca/live/covid-19-coronavirus/economic-support-recovery/operating-planning-support/outdoor-patios/temporary-outdoor-patio-sidewalk-cafe-outdoor-retail-guidelines/

- On-site parking may be used for an Outdoor Space, except the required number of designated Accessible Parking Spaces, which must remain available for parking use.

Thunder Bay

https://www.thunderbay.ca/en/business/resources/Documents/Real-Estate/Registration-form-Private-Patio.pdf

- The required number of designated Accessible Parking Spaces must remain available for parking use.
- A reasonable number of standard parking spaces should remain available to serve patrons.

Toronto

https://www.toronto.ca/wp-content/uploads/2021/03/95de-TSCafeTOPrivate-Patio-Guide.pdf

- The outdoor patio can occupy parking spaces if those spaces are not required for residential use or are accessible parking spaces.

Vaughan

https://www.vaughan.ca/cityhall/departments/bclps/Pages/Temporary-Outdoor-Patio-Regulations.aspx

- Patios may occupy parking spaces to a maximum of 20 percent of the total parking provided on the lot.
- Patios shall not be permitted to occupy accessible parking spaces.
- No additional parking shall be required for a Temporary Outdoor Patio.

Waterloo

https://www.waterloo.ca/en/government/zone-changes.aspx#SOLER

- Temporary zoning by-law
- To allow off-street parking areas, loading spaces, and other spaces on private and public property to be temporarily used for commercial and cultural purposes.

- To allow patios and outdoor display areas to temporarily obstruct and/or eliminate a parking space and/or loading space.

Welland
https://www.welland.ca/Media/MR/2021/TemporaryPatiosOutdoorDisplays.pdf

- Cash-in-lieu of parking requirement for outdoor patios at $0 per parking space for the remainder of 2021, where there is a need to convert required parking spaces into a temporary outdoor patio.

Whitby
https://www.whitby.ca/en/live/resources/COVID-19/Business-Reopening_Outdoor-Patios-on-Private-Property.pdf

- Regular parking spaces may be used for patios.
- Can not block accessible spaces.

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Peter Tonazzo, RPP, Senior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-8-21-Z-OP 57T-21-503 249 Old Garden River Road and 260 Millcreek Drive (Fremlin)

PURPOSE

The applicant, Dan Fremlin, wishes to redesignate, rezone and obtain draft plan of subdivision approvals to facilitate the construction of a 69-unit residential subdivision, consisting of 37 single detached, 16 semi-detached dwellings (total of 32 semi-detached units) and a neighbourhood park. The applicant is also requesting an Official Plan Amendment to waive the affordability requirements associated with this particular development

.

PROPOSED CHANGE

The applicant is seeking the following approvals from Council:

1. An Official Plan Amendment to redesignate the subject properties from Institutional to Residential on Land Use Schedule C of the Official Plan.
2. To amend the Official Plan by way of a notwithstanding clause to Housing Policy 6, which requires new developments consisting of greater than 50 units to provide at least 30% affordable units.
3. To rezone the subject properties from Institutional Zone (I) to Single Detached Residential Zone (R2), Low Density Residential Zone (R3) and Parks and Recreation Zone (PR).
4. To grant Draft Plan of Subdivison approval to facilitate the construction of a 69-unit residential subdivision consisting of 37 single detached, 16 semi-detached dwellings (total of 32 semi-detached units) and a neighbourhood park.

Subject Properties:

- Location: The subject properties are located on the south side of Old Garden River Road, approximately 281m northeast of its intersection with Second Line East.
- Approximate Size: The subject properties are irregular shaped. 249 Old Garden River Road has approximately 16m of frontage on Old Garden

River Road. 260 Millcreek Drive does not have frontage. Together, the subject properties have a combined area of 8.06ha.

- Present Use: Vacant land
- Owner: Carlo China, 1544158 Ontario Inc.

BACKGROUND

249 Old Garden River Road – Western parcel

In 2000, the property was rezoned to Institutional Zone (I) as a potential site for the new hospital and other health related uses. In 2004, there was an application to rezone the property to residential, to facilitate a 30-lot subdivision. The application was deferred by the applicant and lapsed.

260 Millcreek Drive – Eastern parcel

In 2011, Council rezoned the property to Institutional Zone (I) to facilitate the construction of St. Mary's College. In 2012, this property was severed away from the 'high school property'.

ANALYSIS

Conformity with Official Plan

The subject properties are designated 'Institutional' on Land Use Schedule 'C' of the Official Plan.

As per Section 2.3.4 of the OP, *"Lands designated Institutional are intended to be used for major public and quasi-public purposes of a community or regional nature…"* The proposed residential subdivision does not conform to the Institutional land use designation and therefore an Official Plan Amendment by way of a map change from Institutional to Residential is required.

The applicant is also seeking Council's approval to amend the Official Plan to waive the specific affordability requirements outlined in Policy HO.6

Policy HO.6 specifically requires that at least 30% of units in all developments greater than 50 units be affordable. The applicant is seeking relief from this requirement, by way of a notwithstanding clause so that none of the proposed dwellings are required to be affordable.

The city's OP was approved in 1996 and policy HO.6 is the result of the relatively short lived *Comprehensive Set of Policy Statements*, which were in effect at the time and later repealed. While many of the policies contained within the *Comprehensive Set of Policy Statements* were carried forward in subsequent *Provincial Policy Statements*, the following requirement was not: *'opportunities will be provided for no less than 30% of new dwelling units created through development, and intensification to be affordable housing'*.

The proposed dwellings will be in the ownership market and the applicant anticipates that semi detached units will be marketed in the $500,000 range and the price of singles will range from $450,000 - $600,000.

The Provincially defined affordable sale price for dwellings in Sault Ste. Marie is $206,193, which is 10% below average resale price ($229,103). The 2018 median resale house price was $208,928, and according to the Ministry of Municipal Affairs and Housing, about 51% of all homes for purchase in SSM are considered to be affordable. Although the Provincial Policy Statement and the current OP do not communicate a specific affordability target, 30% is widely utilized, and will be proposed in the new OP as an appropriate local affordability target. With this in mind, from a home ownership standpoint, Sault Ste. Marie is relatively affordable.

It is also important to recognize that most affordable homes for purchase do not consist of brand new, greenfield builds, rather, affordably priced homes generally come from the resale market. From a home ownership standpoint, it is not feasible to expect a 'new build' subdivision to provide at least 30% of all dwelling units to be sold at an affordable price, without significant subsidies.

In some respects, Policy HO.6, is counterproductive and would have the effect of reducing residential development, thereby lowering supply and driving up dwelling prices.

There exist more effective methods to achieving affordable housing options that are currently implemented or contemplated as part of a proposed Official Plan Amendment to repeal Policy HO.6. On May 31st, Planning Staff will be bringing an informational report to Council to replace HO.6 with a more effective affordable housing approach. Examples include:

- Permitting Second Units
- Supporting residential intensification, mixed residential neighbourhoods and residential conversions.
- The existing Rental Housing Community Improvement Plan (CIP), as well as additional CIP incentives.
- An affordability strategy, including affordability targets

It is Planning Staff's opinion that the proposed amendment to draft plan approvals and rezoning adhere to the policies contained within the Official Plan. Furthermore, it is staff's opinion that the proposed Official Plan Amendment to waive Policy HO.6 is appropriate.

Conformity with Provincial Policy Statement 2020

In general, the PPS seeks to build healthy, safe, livable communities by promoting the majority of residential development to locate within the Urban Settlement Area where it can be serviced with public water and sewer services.

In this case, the subject properties are within the Urban Settlement Area and will be fully serviced. The applicant is proposing a mix of single detached and semi-detached dwellings.

The PPS defines affordable housing as discussed above and requires Municipalities to set affordability targets. Although the PPS does not set a specific target, 30% has been determined as an appropriate local target. Based upon local affordability statistics obtained from the Ministry of Municipal Affairs and Housing, about 51% homes in Sault Ste. Marie are affordable for purchase, well above the proposed 30% target.

As part of this proposal, the applicant submitted a Planning Justification Report (attached) prepared by Kevin Jarus, RPP, from TULLOCH Engineering. The Planning Justification Report goes into significant detail in describing the applicability of specific PPS policies. Planning staff agrees with the Planning Consultant's analysis of how this particular proposal is consistent with the Provincial Policy Statement 2020.

It is therefore staff's opinion that this application is consistent with the Provincial Policy Statement 2020.

Conformity with Growth Plan for Northern Ontario 2011

This application does not conflict with the policies contained with the Growth Plan for Northern Ontario. Sault Ste. Marie is an 'economic and service hub' and as such, is intended to accommodate a significant portion of future population and employment growth in the Algoma Region. In order to accommodate this growth, sufficient housing must be available.

COMMENTS

The applicant is seeking Council's approval to construct a 69-unit residential subdivision consisting of 16 semi detached lots (32 semi detached dwellings) and 37 single detached lots. The overall density would be 8.3 units per ha (20 units/acre). Referring to the Draft Plan attached, the semi detached lots (38-54) will be located west of Smyl Boulevard and the single detached lots (1-37) will be located east of Smyl Boulevard, which currently functions as an access point to St. Mary's College. According to the applicant, phase 1 of the subdivision will consist of developing the semi detached dwellings west of Smyl Blvd, then proceeding east and developing the single detached lots. It is noted that as part of phase 1, underground sanitary servicing will need to be extended east to Block 57 where it will be connected with existing sanitary services.

Blocks 55-59 are proposed to be transferred to the City. More specifically:

Block 55 is proposed as a 1' reserve at the southwestern 'stub-end' of Jack-Roderick Drive. 1' reserves are commonly used in these situations to ensure a review prior to any road or servicing extensions.

Block 56 is proposed as a 0.179ha park and the applicant seeks to rezone this parcel to Parks and Recreation (PR) Zone. The proposed parkland is centrally located within the subdivision, with close access to the Hub Trail. With significant frontage along Smyl Blvd and Jack-Roderick Dr., the overall configuration adheres to Crime Prevention Through Environmental Design (CPTED) principles.

Official Plan Policy P.4 notes that *'Residential developments shall be required to provide 5% of the land for park purposes or cash in lieu of 5% where the City deems it appropriate'.* In this case, the proposed 0.179ha park represents 2.22% of the total land area of the park. Consequently, it is recommended that the remaining 2.78% be achieved through a cash in lieu of payment.

It is planning staff's opinion that the size, location and configuration of the proposed parkspace is appropriate, conditional upon an additional cash in lieu of payment as described above, in order to achieve the 5% requirement.

Block 57 accommodates the existing sanitary service from St. Mary's College, and it is also recommended that a portion of this 6m wide block be constructed as a pedestrian link between the school and roadway.

Blocks 58 will accommodate stormwater management infrastructure to convey stormwater from the proposed subdivision to the existing stormwater management pond.

Block 59 is the existing stormwater management pond which services the highschool and was originally designed and constructed to accommodate stormwater from the proposed subdivision.

Technical Studies

The following technical studies were prepared and submitted in support of this application. While not all of these technical studies are attached to this report, they are available for review upon request. Furthermore, detailed summaries are available in the Planning Justification Report which is attached.

Stage 1 Archaeological Assessment (Horizon Archaeology Inc., May 2020)
The Stage 1 Study identified an Area of High Archaeological Potential requiring Stage 2 assessment. The Area of High Archaeological Potential roughly corresponds with Lots 10-18 on the Draft Plan. The Stage 1 assessment concludes that the remainder of the subject property is an area of low potential and requires no further assessment.

Draft Stage 2 Archaeological Assessment (Heritage Northwest, Dec. 2020)

The Stage 2 Assessment Area roughly corresponds with Lots 10-18 on the Draft Plan. The Stage 2 Assessment included a more detailed on-site investigation and a series of test pits at 5m intervals throughout the study area. This assessment concluded that no archaeological features are present and no further work is required. It is worth noting that the Stage 2 Assessment is Draft, because the Ontario Ministry of Sport, Tourism and Culture Industries (MHSTCI) has not yet approved this report. It is therefore recommended that as a condition of Draft Approval, that the Stage 2 Archaeological Assessment be accepted into the Ontario Registrar of Archaeological Reports, prior to entering into a subdivision agreement between the City and the developer.

Servicing Study (TULLOCH Engineering, Jan. 2021)
The Servicing Study details proposed infrastructure design, including sanitary, storm, electrical and water services. Overall, the report finds no concerns with servicing, pending reasonable infrastructure construction and improvements.

The Servicing Plan also details road, sidewalk, curb and gutter design, but does not provide any details related to sidewalk location. As a condition of Draft Approval, a sidewalk will be required along the north side of Jack-Roderick Drive.

It is also worth noting that as conditions of approval, the developer will be required to construct the city owned, unassumed roadway between Jack-Roderick Drive and Millcreek Drive, including among other things, a sidewalk along the west side of the roadway. Furthermore, it is also recommended that the portion of Smyl Boulevard, southeast of it's intersection with Jack-Roderick Drive to St. Mary's College be transferred to the Schoolboard and not function as a public road.

Stormwater Management Report (TULLOCH Engineering, Jan 2021)
The proposed stormwater management system will be designed to address water quality and quantity concerns. The study area includes the proposed subdivision as well as the existing St. Mary's College property.

Stormwater generally flows from west to east and will be collected and conveyed in a system of storm sewers which will discharge into the existing 'dry' stormwater management pond at the southeastern edge of the proposed subdivision. The stormwater management pond then outlets into an existing drainage course which flows east towards Black Road.

The existing stormwater management pond was originally sized and designed to accommodate flows from both the proposed subdivision and St. Mary's College property. TULLOCH concludes that post-development peak flows will be attenuated to the extent that they do not exceed pre-development peak flows.

Given the stormwater management pond outlets directly into an overland drainage course, water quality considerations are important. In accordance with the City's Quality Control Criteria, an oil and grit separator is proposed at the stormwater management pond outlet to remove a minimum of 70% of total suspended solids.

Traffic Impact Study (JD Northcote Engineering Inc. Jan, 2021)
The original Traffic Report, which is also referenced in the attached Planning Justification Report, did not utilize the correct number of dwelling units to calculate anticipate peak hour traffic volumes to and from the proposed subdivision. On April 30th, JD Northcote provided a Traffic Impact Study Addendum with updated numbers. The proposed 69-unit subdivision is expected to generate at total of 54 AM and 71 PM peak hour trips.

The Traffic Impact Study also included an operational analysis of the following intersections utilizing existing traffic counts provided by the City:

- Old Garden River Road /Smyl Blvd. (St. Mary's College Driveway)
- Old Garden River Road/Millcreek Drive
- Old Garden River Road/Second Line

The updated report concludes that the proposed development will not cause any operational issues at these intersections and will not add a notable delay or congestion to the local roadway network. The report does however recommend signal timing adjustments during the AM peak hour to provide a longer westbound phase, while keeping the existing cycle length. Engineering agrees with the conclusions of the Traffic Impact Study and will continue to look at signal timing optimization at the Old Garden River Road/Second Line intersection.

CONSULTATION
Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on April 15, 2021. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on April 16, 2021.

Public Comments
Up to the drafting of this report, Planning Staff have not received any formal comments, however the following concerns have been raised by abutting neighbours on Millcreek Drive:

1. Drainage
   There exist 2 natural drainage ravines that traverse the subject property in an east/west direction and currently accommodate rear yard drainage of the abutting homes on the south side of Millcreek Drive. Neighbours have expressed concerns that upon filling these ravines, they may experience flooding issues. The developer is legally obligated to accommodate any

existing drainage that enters and traverses the subject property. In this particular case, rear yard drainage from Millcreek will be accommodated by a shallow swale along the rear lot line of the proposed lots on the north side of Jack-Roderick Drive and conveyed to the stormwater management system. The applicant's consultant, TULLOCH Engineering has concluded that proposed stormwater management will continue to accommodate existing stormwater flows from surrounding properties.

2. Construction Traffic
   Concerns have been raised regarding the potential of construction traffic utilizing Millcreek Drive to access the site. Concerns include noise, safety and vibration. The applicant's consultant has indicated that as part of phase 1, the sanitary sewer will need to be extended east along Jack-Roderick Drive to a connection at Block 57 on the Draft Plan. According to the Consultant, this will necessitate construction vehicles bringing aggregate through Millcreek Drive. The Consultant has indicated that this portion of the construction will take between 1-1.5 months to complete, after which, the majority of construction traffic will access the proposed subdivision via Smyl Blvd. Construction traffic is an unfortunate, temporary nuisance that is associated with any development. In this case, the overwhelming majority of construction traffic will utilize the more direct route via Smyl Blvd.
3. Millcreek Drive – Jack-Roderick Drive Connection
   One neighbour raised a concern regarding increased traffic in Millcreek Subdivision resulting from the proposed road connection. It is worth noting that previous approvals associated with Millcreek Subdivision included a 'stub-end' at this location, to provide access for future development upon the subject property.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following departments/agencies commented on this application:

The attached correspondence from Engineering outlines a number of detailed design considerations and recommended conditions of Draft Plan Approval. Of special note:

- The current southwest terminus of Jack-Roderick Drive, adjacent to lots 44 and 46, will require a snowplow turn around. Given the unknown development potential on the abutting lot to the south, and the potential for this lot to develop with access and services from Second Line, this snowplow turnaround may be long term and should be designed as such. It is recognized that the snowplow turnaround may impact the development potential on Lots 44 and 46. It may also be appropriate for the road-end to be constructed as a cul-de-sac. As part of the subdivision

agreement process, staff will work with the developer to determine a suitable solution.

- The developer will be required to construct the road connection between Jack-Roderick Drive and Millcreek Drive. This will also include the installation of a sidewalk on the west side of the new roadway.
- In order to connect to Millcreek Drive, costs are owing to the developer of the Millcreek Subdivision.
- The current layout of Block 57 and Block 58 results in a Lot between the two. Consideration should be made to improve this layout so that municipal blocks (57&58) are not separated by a lot. It is understood that the current configuration recognizes the existing location of the sanitary sewer and stormwater management pond and as such, consolidating the blocks may not be feasible. Staff will work with the developer during the detailed design phase.
- Adequate facilities for the drainage of surface water from the rear portion of every lot shall be incorporated by installing swales and catch basins connected to the municipal storm drainage system. This area is known to have intermittent steams and therefore, rear yard drainage needs to be assessed during the detailed design phase.
- The municipal portion of Smyl Boulevard shall terminate at the southeastern side of it's intersection with Jack-Roderick Drive and the remaining portion shall be given to the Huron-Superior Catholic District School Board.

Attached correspondence from Public Works speaks to snowplow turnaround requirements and the need to convey the portion of Smyl Blvd. to the School Board. Furthermore, PWE also recommends that driveway entrances for lots 37 and 38, which are adjacent to said portion of Smyl Blvd., must front onto Jack-Roderick Drive. This will ensure that future driveways are constructed onto a public roadway, rather then the portion of Smyl Blvd. which will become private.

Attached correspondence from PUC Services notes that the developer will be required to enter into subdivision agreements with the PUC for electrical distribution, street lighting and water distribution. On the electrical side, more detailed design work and discussions with the PUC will be required. On the water side, water distribution modeling to ensure adequate water supply, including fire flows, will be required.

Correspondence from the Sault Ste. Marie Conservation Authority (SSMRCA) notes that the eastern portion of the proposed subdivision is within the SSMRCA's jurisdiction and as such, a permit from the SSMRCA will be required prior to any development or site alteration. The SSMRCA also requires that the recommendations presented in the Stormwater Management Report and Geotechnical Subsurface Investigation Report be followed during construction.

Correspondence from Bell Canada reminds the applicant to contact Bell during the detailed design phase to confirm the provisioning of communication infrastructure needed to service the development. Furthermore, Bell notes that it is the responsibility of the Owner to provide entrance/services ducts from Bell Canada's existing network to service this development. In accordance with the Bell Canada Act, where no existing infrastructure exists, the owner may be required to pay for the extension of such infrastructure. Finally, Bell requests the following as a condition of Draft Approval:

'The Owner agrees that should any conflict arise with existing Bell Canada facilities where current and valid easements exist within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost'

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 proposed low density residential subdivision represents an appropriate development that fits into the overall character of the area and makes efficient use of current configuration of the properties. Planning Staff and the Planning Consultant are both of the opinion that this development adheres to Provincial Policy, and the proposed Official Plan amendments (map change and affordable housing) and Zoning By-law amendment are appropriate.

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

Resolved that the report of the Senior Planner dated 2021 05 10 concerning A-8-21-Z.OP and 57T-21-503 be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 232 by way of a map change to redesignate the subject properties from 'Institutional' to 'Residential on Land use Schedule C. Furthermore, that Council approve a notwithstanding clause to Policy HO.6, to waive the requirement that at least 30% of all dwelling units be affordable.
2. That Council approve the Draft Plan of Subdivision dated January 18th 2021, subject to the conditions to Draft Approval attached as Appendix A.
3. That Council Rezones the subject properties in the following manner, as shown on the attached Draft Plan dated January 18th, 2021:

a. That Lots 38 to 54 be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3).
b. That Block 56 be rezoned from Institutional Zone (I) to Parks and Recreation Zone (PR)
c. That Lots 1-37 and Blocks 57 and 58 be rezoned from Institutional Zone (I) to Single Detached Residential Zone (R2)

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

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
705.759-2780
p.tonazzo@cityssm.on.ca

APPENDIX A – Conditions of Draft Approval – Fremlin Subdivision

These conditions relate to the Draft Plan of Subdivision dated January 18th, 2021.

1. That prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to streets, corner roundings, in-ground services, sidewalks, drainage, snowplow turnarounds etc., and that such infrastructure be designed and constructed to the satisfaction of the Deputy CAO of Public Works and Engineering or his designate.

2. That as part of the Subdivision Agreement, the developer informs potential purchasers of the lots affected by Sault Ste. Marie Region Conservation Authority (SSMRCA) regulated areas, noting that permits from the SSMRCA are required prior to any development or site alteration.

3. That as part of the Subdivision Agreement, the portion of Smyl Blvd. southeast of it's intersection with Jack Roderick Drive be transferred to the adjacent landowner, the Huron Superior Catholic District School Board, so that this portion of Smyl Blvd. remains as a private driveway and is not part of the public road network.

4. That as part of the Subdivision Agreement, driveway entrances for Lots 37 and 38 front onto Jack Roderick Drive.

5. That prior to finalization of the Subdivision Agreement, the Stage 2 Archaeological Assessment be accepted into the Ontario Registrar of Archaeological Reports.

6. That as part of the Subdivision Agreement, the developer dedicate Block 56 to the City for parkland purposes, and that cash in-lieu of parkland be paid for the deficiency in dedicated park space.

7. That as part of the Subdivision Agreement, the developer construct a pedestrian walkway within Block 57, and that Block 57 be dedicated to the City for sanitary sewer and pedestrian walkway purposes.

8. That as part of the Subdivision Agreement, the developer dedicate Blocks 58 and 59 to the City for stormwater management purposes

9. That as part of the finalization of the Subdivision Agreement, a per-lot fee, the amount to be determined by the Director of Engineering Services or designate, will be collected from the developer for tree plantings.

10. That a continuous sidewalk be provided along the north side of Jack Roderick Drive and the west side of the connection between Jack Roderick Drive and Millcreek Drive.

11. That prior to the finalization of the Subdivision Agreement, the applicant submit the information prescribed by the Engineering Department, as outlined in their letter dated 2021 04 28 (attached to this report), and that no work commence without the approval of the Deputy CAO of Public Works and Engineering or his designate, and that any work which requires approvals from the City and the Ministry of Environment Conservation and Parks, not commence until such approvals and agreements are endorsed.

12. That prior to the finalization of the subdivision agreement, the developer determines if the proposed development will impact the downstream capacity within the existing trunk sanitary sewer system prior to the finalization of the subdivision agreement.

13. That all future servicing infrastructure be to current City standards.

14. That prior to the finalization of the Subdivision Agreement, the developer be required to carry out an engineering assessment and design of the water distribution system to ensure the provision of fire flows required to meet City requirements without compromising the existing distribution system.

15. That as part of the subdivision agreement, the developer be required to enter into a Subdivision Agreement with the PUC regarding underground electrical and water services.

16. That as part of the subdivision agreement, the Owner agrees that should any conflict arise with existing Bell Canada facilities where current and valid easements exist within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost’

DRAFT PLAN OF SUBDIVISION
PART OF LOT 51
REGISTRAR'S COMPILED PLAN H–731
AND PART OF THE
SOUTHWEST QUARTER OF SECTION 29
IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

SCALE 1:1000

0 10 20 30 40 METRES

TULLOCH GEOMATICS INC., O.L.S.
2020

OWNER:
1544158 ONTARIO INC.
CHINA, CARLO BRUNO
164 INDUSTRIAL PARK CRESCENT
SAULT STE. MARIE, ONTARIO
P6B 4S3

OWNER'S CERTIFICATE:
I HEREBY CONSENT TO THE MANNER IN WHICH THE LAND SHOWN ON THIS PLAN IS PROPOSED TO BE SUBDIVIDED AND REQUEST THE APPROVAL OF THE CITY OF SAULT STE. MARIE.

DATE

CARLO CHINA, AUTHORIZED SIGNING OFFICER
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

ONTARIO LAND SURVEYOR:
BILL WEBB, O.L.S.
71 BLACK ROAD, UNIT 8
SAULT STE. MARIE, ONTARIO
P6B 0A3

SURVEYOR'S CERTIFICATE:
I CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN ON THIS PLAN.

January 18th, 2021
DATE

BILL WEBB, O.L.S.

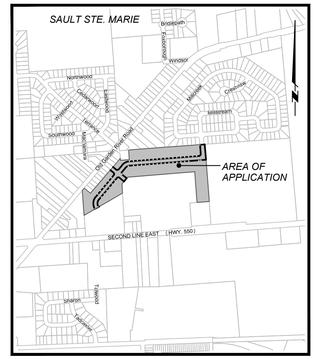
BEARING NOTE:
BEARINGS ARE UTM GRID DERIVED BY REAL TIME KINEMATIC OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 16 (87° WEST LONGITUDE) NAD83 (CSRS) (2010.0).

CONVERGENCE NOTE:
A CONVERGENCE (ROTATION) FACTOR OF 1°58'30" COUNTER-CLOCKWISE HAS BEEN APPLIED TO THE ASTRONOMIC BEARINGS OF UNDERLYING PLAN 1R-2864, PLAN 1R-4269 AND PLAN 1R-5678 TO ACCOUNT FOR DIFFERENT REFERENCE MERIDIANS. NO CONVERGENCE FACTOR WAS APPLIED TO PLAN 1R-12349 AND PLAN 1R-12302.

METRIC:
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:
GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 1.0001068.

INTEGRATION COORDINATE TABLE		
COORDINATES ARE DERIVED FROM GPS OBSERVATION USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO UTM ZONE 16 (87° WEST LONGITUDE), NAD83(CSRS)(2010). COORDINATE VALUES ARE TO URBAN ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O.REG 216/10.		
OBSERVATION REFERENCE POINT	NORTHING	EASTING
ORP 'A'	5157446.93	706436.36
ORP 'B'	5157671.16	706363.93
ORP 'C'	5157831.53	706396.30
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		



KEY PLAN SCALE 1:7500

ADDITIONAL INFORMATION:
AS REQUIRED BY SECTION 51(17) OF THE PLANNING ACT

AREA OF APPLICATION = ±8.06 HECTARES

A) BOUNDARIES ARE AS SHOWN
B) ROADS AND HIGHWAYS ARE AS SHOWN
C) KEY PLAN AS SHOWN
D) BLOCK 56: SANITARY SEWER
BLOCK 57: STORM SEWER
BLOCK 58: STORM WATER MANAGEMENT POND
LOTS 1 - 37 (INCLUSIVE): - SINGLE DETACHED RESIDENTIAL
LOTS 38 - 54 (INCLUSIVE) : - SEMI-DETACHED RESIDENTIAL
E) NORTH: (R2) - SINGLE DETACHED RESIDENTIAL
SOUTH: (I) - INSTITUTIONAL
EAST: (PR) - PARKS AND RECREATION (S-73)
SOUTHEAST: (RA) - RURAL AREA (LOT 56, R.C.P. H-731)
WEST: (R2) - SINGLE DETACHED RESIDENTIAL
F) LAYOUT AND DIMENSIONS OF PROPOSED LOTS ARE AS SHOWN
G) FEATURES ARE AS SHOWN
H) EXISTING MUNICIPAL POTABLE WATER SUPPLY IS AVAILABLE.
I) WESTERN PORTION: 100mm TOPSOIL / ORGANICS OVERLYING SAND AND TILL
EASTERN PORTION: 100mm TOPSOIL / ORGANICS OVERLYING CLAYEY SILT & SILTY CLAY
HEAVILY TREED PROPERTY - BUSH LINE AS SHOWN
J) TOPOGRAPHY: AS SHOWN (1m CONTOUR INTERVALS)
K) MUNICIPAL SERVICES AVAILABLE OR TO BE PROVIDED: STORM & SANITARY SEWER, MUNICIPAL WATER, POLICING, FIRE PROTECTION, AMBULANCE ETC.
L) RESTRICTIVE COVENANTS AND EASEMENTS:
BLOCK 57: SANITARY EASEMENT AL128376 (IN FAVOUR OF P.U.C. SERVICES INC.)
BLOCK 58: PROPOSED (UNREGISTERED) STORM EASEMENT (IN FAVOUR OF P.U.C. SERVICES INC.)

PIN SUMMARY

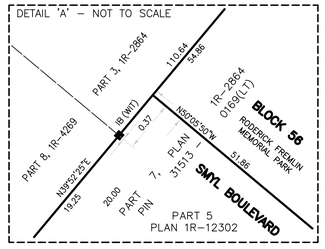
PIN	LOTS / BLOCKS / STREETS	PLAN / LOCATION
PART OF PIN 31513-0261	ALL OF LOTS 1-37 INCLUSIVE	PART OF LOT 51 REGISTRAR'S COMPILED PLAN (R.C.P.) H-731
PART OF PIN 31513-0261	ALL BLOCKS 56-58 INCLUSIVE	PART OF LOT 51 REGISTRAR'S COMPILED PLAN (R.C.P.) H-731
PART OF PIN 31513-0169 AND PART OF PIN 31513-0261	LOT 38, SMYL BOULEVARD, BLOCK 55 AND STREET 'A'	PART OF LOT 51, REGISTRAR'S COMPILED PLAN (R.C.P.) H-731 AND PART OF THE SOUTH WEST 1/4 OF SECTION 29
PART OF PIN 31513-0169	ALL OF LOTS 39-54 INCLUSIVE	PART OF THE SOUTH WEST 1/4 OF SECTION 29

CURVE SCHEDULE

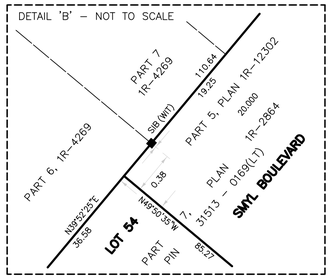
CURVE	RADIUS (m)	ARC (m)	CHORD (m)	BEARING
A	49.60	28.17	27.79	N19°11'55"E
B	49.60	3.82	3.82	N37°40'20"E
C	7.62	11.93	10.75	N4°59'00"W
D	7.62	12.00	10.80	N85°01'00"E
E	7.62	11.99	10.79	N40°38'10"E

LEGEND:
- ■ DENOTES FOUND MONUMENT
- □ DENOTES PLANTED MONUMENT
- SIB DENOTES STANDARD IRON BAR 0.025 x 0.025 x 1.22
- SSIB DENOTES SHORT STANDARD IRON BAR 0.025 x 0.025 x 0.61
- IB DENOTES IRON BAR 0.015 x 0.015 x 0.90
- ORP DENOTES OBSERVED REFERENCE POINT
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER
- WIT DENOTES WITNESS
- M DENOTES MEASURED
- S DENOTES SET
- P DENOTES PLAN 1R-12349
- P1 DENOTES PLAN 1R-12302
- P2 DENOTES PLAN 1R-2864
- P3 DENOTES PLAN 1R-4269
- P4 DENOTES PLAN 1R-5678
- 1476 DENOTES D.S. URSO, O.L.S.
- 622 DENOTES J.B. CHAMBERS, O.L.S.
- 1604 DENOTES TULLOCH GEOMATICS INC., O.L.S.
- OU DENOTES ORIGIN UNKNOWN
- DENOTES EXISTING TREE LINE
- DENOTES EXISTING FENCE LINE

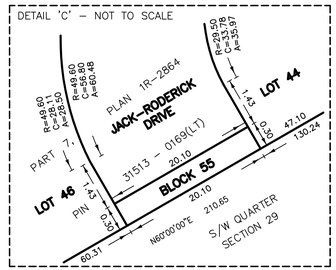
DETAIL 'A' – NOT TO SCALE



DETAIL 'B' – NOT TO SCALE



DETAIL 'C' – NOT TO SCALE



PREPARED FOR:

DANIEL J. FREMLIN BUILDING GROUP

PREPARED BY:

TULLOCH
71 BLACK ROAD SAULT STE. MARIE, ONTARIO
UNIT 8 P6B 0A3 705–949–1457

DWG. BY: K. NOTT SURVEYOR: BILL WEBB, OLS FILE 191791

ACAD FILE: K:\K\2019\ENGINEERING\191791 DANIEL FREMLIN BLDING GRP – FREMLIN SUBDIVISION\DWG\19-1791 DRAFT PLAN KTN_JAN18 2021.dwg

PLANNING JUSTIFICATION **REPORT**

OFFICIAL PLAN & ZONING BY-LAW AMENDMENT

CITY OF SAULT STE. MARIE

Jan 2021

Prepared for: Daniel J. Fremlin Building Group

Prepared by:
TULLOCH Engineering
1942 Regent Sudbury, ON P3E 5V5

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1. INTRODUCTION

1.1 PURPOSE

TULLOCH Engineering has been retained by Daniel J. Fremlin Building Group (the 'Applicant') to prepare a planning justification report in support of *Planning Act* applications to amend the City of Sault Ste Marie Official Plan and Zoning By-Law. This report provides both planning analysis and justification to redesignate the lands from 'Institutional' to 'Residential' as well as to reduce the affordable housing provision from 30% to 0% on a site-specific basis, and to rezone the subject lands from 'Institutional' to 'R3-Low Density Residential Zone', 'R2-Single Detached Residential Zone' and 'Parks and Recreation Zone'.

This report will review the merits of the application in the context of the applicable policies found within the documents noted below to review policy consistency/conformity of the applications:

- *2020 Provincial Policy Statement*
- *Growth Plan for Northern Ontario, 2011*
- *City of Sault Ste Marie Official Plan, 1996*
- *City of Sault Ste Marie Zoning By-law 2005-150*
- *Shape the Sault, Sault Ste Marie's Official Plan Review 2019 and 2020*

The proposal represents an appropriate opportunity for residential development in the City as the subject property is near public services, public transit amenities, existing municipal infrastructure and park space. The development applications propose flexibility to add additional housing forms which will in turn contribute to the housing supply in Sault Ste Marie.

The author finds that the proposed official plan and zoning by-law amendment conform with the City of Sault Ste Marie Official Plan (OP), is consistent with the 2020 Provincial Policy Statement (PPS), does not conflict with the Growth Plan for Northern Ontario (GPNO) and represents good planning.

1.2 REPORT CONTENT AND STRUCTURE

This Report provides the rationale and justification for the proposed development. It provides:

- A description of the site conditions, the surrounding neighbourhood context and a property history (**Section 2.0**);
- An outline of the proposed development and planning applications (**Section 3.0**);
- An outline of all support studies and reports (**Section 4.0**);
- An overview and analysis of the relevant provincial and municipal planning policies to the proposed applications including a planning opinion and justification (**Section 5.0**); and,
- A report conclusion (**Section 6.0**).

2. SITE DESCRIPTION AND SURROUNDING CONTEXT

2.1 SUBJECT LANDS

The subject property is located at 249 Old Garden River Road and 260 Millcreek Drive and is hereby referred to as the 'subject lands'. The lands are of an irregular shape with frontage along Smyl Boulevard and an overall area of 8.06 hectares (See *Figure 1*).

The subject lands are currently undeveloped and consists of open lands, treed areas, and intermittent creeks. Significant mature vegetation currently exists throughout the site. According to the City's OP Schedules the property is regulated by the Sault Ste. Marie Region Conservation Authority and it also contains Intermittent Water Courses (OP Schedule A), Lacustrine Clay (OP Schedule B) and has Archaeological Potential (OP Schedule E).

The site is well serviced by the existing road network as Smyl Boulevard provides direct access to Old Garden River Road (categorized as an urban collector) and intersects two major thoroughfares in the City: Second Line Highway 17 and Great Northern Road (both categorized as urban arterials).

The site is also well served by an existing active transportation network and is located approximately 100.0 metres from four (4) public transit stops (See *Figure 2*). The closest stop is situated approximately 50.0 metres along Old Garden River Road. In terms of active transportation infrastructure, the site is located steps from Sault Ste Marie's Hub Trail, a 22.5 kilometre multi-use non-motorized trail providing access throughout Sault Ste Marie.

Figure 1 illustrates the approximate boundary of the subject lands.

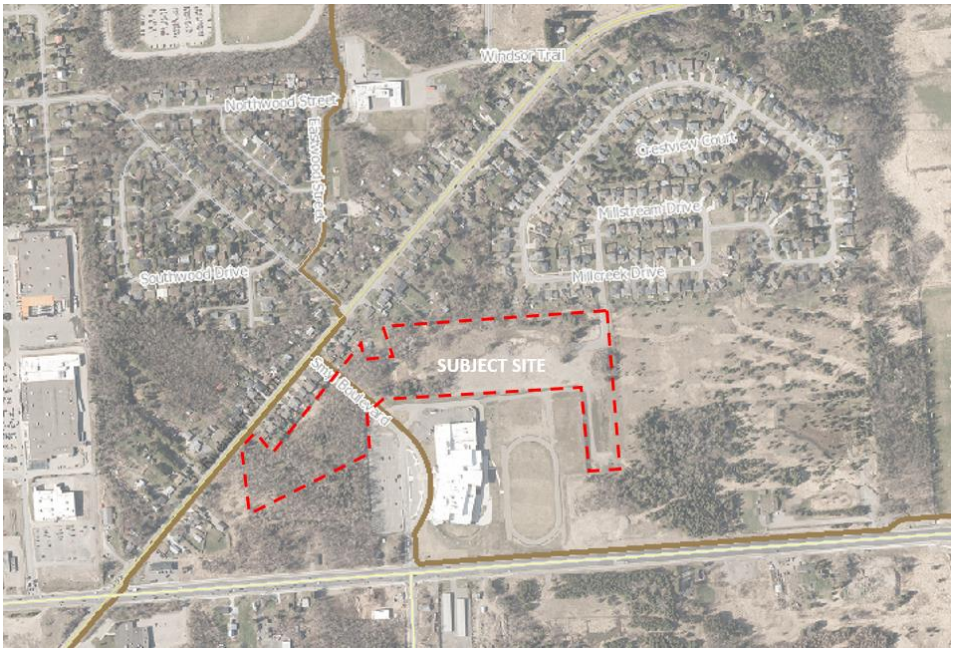


Figure 1: Approximate Boundary of Subject Lands

2.2 SURROUNDING CONTEXT

The subject site is situated in an existing mixed-use community, centrally located within 500.0 metres of a major commercial area, parks, and open spaces, low-density residential, and many educational institutions (See *Figure 2).*

The subject property is bounded by the following:

- **North:** Low density residential
- **East**: Parks and Open Space (Strathclair Park)
- **South:** Low density residential, Institutional (St. Mary's College)
- **West:** Low density residential, Old Garden River Road, Commercial

Important to note is the subject lands proximity to a major commercial area located along Great Northern Road. This commercial area features many large box stores including retail, home improvement, and grocery stores, financial institutions, local businesses, and restaurants as seen in *Figure 2.*

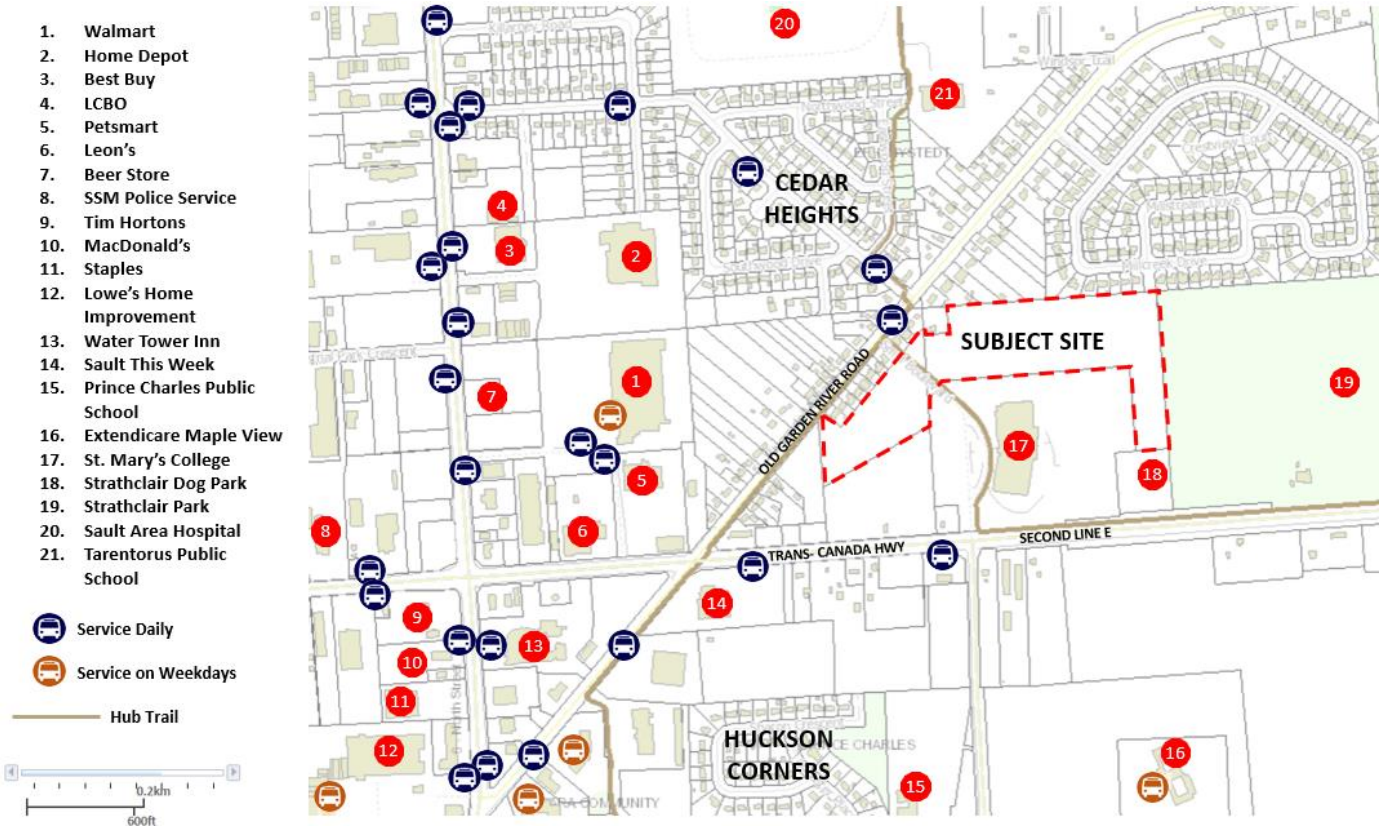


Figure 2: Surrounding Area

2.3 PROPERTY HISTORY

During pre-consultation in early 2020 City staff indicated that the subject property has been subject to several planning applications since the year 2000. These applications included:

- A Zoning By-Law Amendment Application to rezone western subject property to 'Institutional Zone' to prepare the property as a potential site for a new hospital and other health related uses (2000 – 249);
- A Zoning By-law Amendment Application to rezone Old Garden River Road to 'Single Detached Residential Zone' as part of a 30-lot subdivision. Application was deferred by applicant and lapsed (2004 – 249);
- A Zoning By-law Amendment to rezone eastern subject property to 'Institutional Zone' to facilitate new high school development (2011 – 260);
- A Consent Application to sever 'High School Property' (2012).

3. PROPOSED DEVELOPMENT AND APPLICATIONS

The lands are intended to be developed as a plan of subdivision which will include 37-single detached (lots 1-37), and 16-semi detached dwellings with a total of 32-units (lots 38-54). In total the proposed development would facilitate the creation of 69 units with an overall density of 8.3 units per hectare (See *Figure 3*). The proposed development will partially gain access through the existing St Mary's College driveway, which provides access to Old Garden River Road. Road connection to Millstream Drive will also be provided via the proposed Jack Roderick Street.

An Official Plan Amendment to both redesignate the lands from 'Institutional' to 'Residential' and to reduce required affordable housing from 30% to 0% is sought, given the land use designation does not permit residential uses and that the development exceeds 50 units.

A Zoning By-Law Amendment is also required to rezone the lands from 'Institutional' to 'R3-Low Density Residential Zone', 'R2-Single Detached Residential Zone' and 'Park Zone' to grant flexibility and permit a variety of housing types including single detached and semi-detached dwellings. Lots 1-37 would be rezoned 'R2-Single Detached Residential Zone' and lots 38-54 will be zoned 'R3-Low Density Residential Zone'. A 118m^2 block of land (block 56) is proposed to be transferred to the Municipality for parkland purposes and would be rezoned to 'Park Zone'. This block is centrally located within the proposed subdivision. The intent of such block is to provide lands for a municipal 'memorial' type parkette and general recreational amenity space. Such block has been designed to abut the existing Hub Trail which crosses through the site as indicated on *Figure 2*, thereby promoting/encouraging opportunities for linked trail systems and increased park and trail usage. Block 59 will remain zoned 'Institutional Zone' as the lot houses shared public facilities/stormwater infrastructure with the abutting school property.

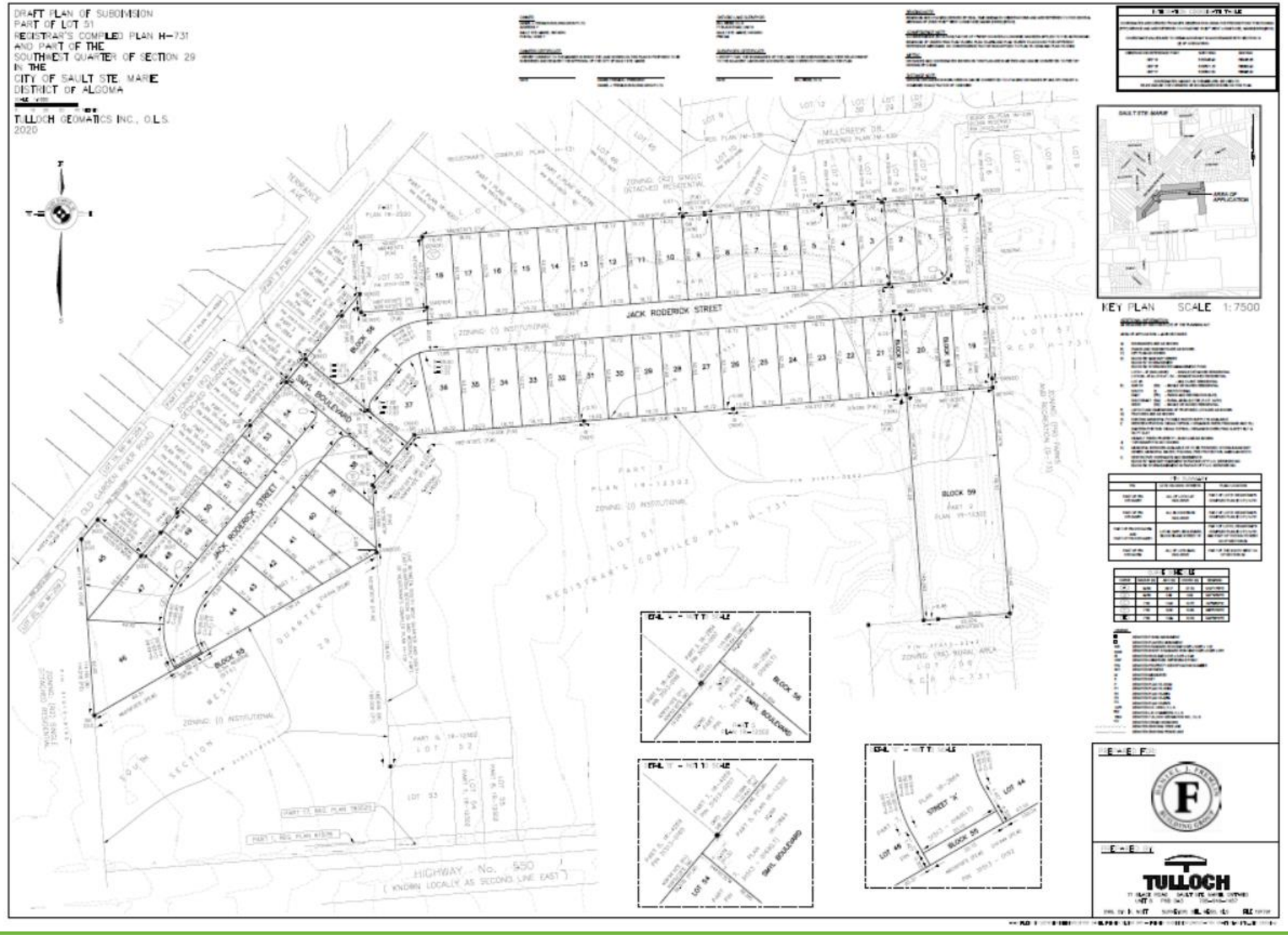


Figure 3: Conceptual Sketch

4. TECHNICAL STUDIES

The following technical studies were prepared in support of the development and are summarized below:

- Stage 1 & 2 Archaeological Assessment
- Servicing Study Report
- Preliminary Stormwater Management Report
- Traffic Impact Study

4.1 STAGE 1 ARCHAEOLOGICAL ASSESSMENT

Horizon Archaeology Inc was retained by the property owner to complete a Stage 1 Archaeological Assessment of the subject property. The assessment was undertaken in accordance with the requirements of the *Ontario Heritage Act (R.S.O. 1990)*, as well as the *Standards and Guidelines for Consulting Archaeologists (HSTCI 2011), and the Technical Report for Archaeological Resources for the Master Plan for the City of Sault Ste. Marie.*

As part of the assessment a physical inspection was completed over the entirety of the property. The report concluded that a complex of features indicative of early Euro-Canadian settlement was observed. Approximately 30% of the subject lands had been disturbed, 50% had low potential being low-lying and wet, and/or is over 50 metres away from a water source. And the remaining 20% of the project area contained potential to contain evidence of possible archaeology and required a Stage 2 Archaeological Assessment.

Based on the Stage 1 findings it was recommended that:

1. The area of high potential undergoes a Stage 2 Archaeological Assessment.
2. The area of high potential will require a test pitting assessment at 5 metre intervals.
3. The rest of the project area is of low potential or disturbed and requires no further assessment.

4.2 STAGE 2 ARCHAEOLOGICAL ASSESSMENT

Given the recommendations of the Stage 1 Archaeological Assessment a Stage 2 Archaeological Assessment was undertaken by Woodland Heritage Northwest in accordance with the requirements of the *Ontario Heritage Act (R.S.O. 1990)*, as well as the *Standards and Guidelines for Consulting Archaeologists (HSTCI 2011), and the Technical Report for Archaeological Resources for the Master Plan for the City of Sault Ste. Marie.* Results of the Stage 2 Assessment recommended that no further archaeological assessment is required for the proposed subdivision is required and that no archaeological features are present.

4.3 SERVICING STUDY REPORT

TULLOCH Engineering was retained to complete a Servicing Study Report for the proposed subdivision, detailing sanitary and storm sewerage, water and electrical distribution, road, curb and gutter design, and the preparation of a phasing plan. Overall, such report has found no concerns with servicing the proposed subdivision, pending reasonable infrastructure construction and improvements.

4.4 STORMWATER MANAGEMENT REPORT

TULLOCH Engineering was retained to complete a Stormwater Management Report for the proposed subdivision. The report addressed matters related to storm systems, stormwater management and water quality.

The report states that:

- The Stormwater management design for the development was established to replicate the existing drainage patterns on site to the furthest extent possible, and to meet the City of Sault Ste. Marie and the Sault Ste. Marie Region Conservation Authority's criteria for Stormwater Management;
- The dry pond will attenuate post-development peak flows to the extent that they do not exceed estimated pre-development peak flows for a range of return periods;
- The stormwater management system will collect and accommodate flows from a total area of 20.5ha, which includes the subdivision development and the existing St. Mary's Secondary School properties;
- There is an increase of 7.6% to the runoff flows for the 5-year return period storm. TULLOCH considers this increase as negligible, however if necessary, the diameter of primary orifice may be reduced to control these flows to pre-development conditions.

Overall, it was concluded that TULLOCH can confirm the findings of the Stormwater Management Report for St. Mary's Secondary School - including the storage capacity of the existing dry storage pond - to be adequate to support the proposed subdivision.

4.5 TRAFFIC IMPACT STUDY

A Traffic Impact Study was conducted by JD Northcote Engineering Inc in order to evaluate the potential traffic impacts of the proposed development on the surrounding neighbourhood and road infrastructure. The scope of this analysis included a review of the following intersections:

- Old Garden River Road / St Mary's College driveway;
- Old Garden River Road / Millcreek Drive; and
- Old Garden River Road / Second Line.

Overall, the study concluded that:

- The proposed development is expected to generate a total of 43 AM and 55 PM peak hour trips;

- An intersection operation analysis was completed at the study area intersections, using the existing (2021) and background (2023 and 2038) traffic volumes, without the proposed development traffic. The following transportation infrastructure improvements are recommended:
    - Old Garden River Road / Second Line East (Background 2028 Traffic Volumes): Signal timing adjustments during the AM peak hour to provide a longer westbound phase while maintaining the existing cycle length.
- An intersection operation analysis was completed under total (2023 and 2028) traffic volumes with the proposed development operational at the study area intersections. No further geometric lane improvements or traffic signal improvements are recommended within the study area;
- It is recommended the improvements identified in the Great Northern Second Line Traffic Study are accelerated, if feasible, to improve intersection operation within the study area;
- The St. Mary's College Driveway and Millcreek Drive at Old Garden River Road will operate efficiently as full-movement accesses, with one-way stop control for the westbound movements. A single eastbound and westbound lane on the St. Mary's College Driveway and on Millcreek Drive at Old Garden River Road will provide the necessary capacity to service the proposed development;
- The proposed Jack Roderick Street at the St. Mary's College Driveway will operate efficiently as a full-movement access, with two-way stop control for the northbound and southbound movements. A single northbound and southbound lane on Jack Roderick Street at the St. Mary's College Driveway will provide the necessary capacity to service the proposed development;
- The sight distance available north and south of Jack Roderick Street at the St. Mary's College Driveway meet the minimum stopping sight distance requirements.

In summary, the Traffic Impact Study determined that the proposed development will not cause any operational issues and will not add a notable delay or congestion to the local roadway network.

5. PLANNING ANALYSIS

The following section sets out the relevant planning policy framework to assess the appropriateness of the proposed application in the context of Provincial and Municipal policies and regulations. Each sub-section will outline relevant policies and provide a planning analysis with respect to how the zoning by-law amendment is consistent with or conforms to such policy.

5.1 2020 PROVINCIAL POLICY STATEMENT

The *2020 Provincial Policy Statement (PPS)* provides high-level provincial policy direction for planning approval authorities in preparing municipal planning documents, and in making decisions on *Planning Act* applications. Municipal Official Plans must be consistent with the provincial policy statement. Policies applicable to the proposed zoning by-law amendment are outlined and discussed below.

PPS **Section 1.0** speaks to managing and directing land use to achieve efficient and resilient development and land use patterns. PPS **Section 1.1.1** states, in part:

> ***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), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*
>
> *…*
>
> *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;*
>
> *f) improving accessibility for persons with disabilities and older persons by addressing land use barriers which restrict their full participation in society*

The proposed development promotes efficient development and land use patterns by proposing development on a site well suited for the proposed residential use as supported in **policy 1.1.1(a)(g).** This is owing to subject lands being serviced by full municipal servicing and benefitting from access to existing transportation infrastructure and existing public and active transportation networks. In decades past, low-density single detached neighbourhoods housed more residents than in present day. Shrinking family sizes and changing demographics have reduced populations in some neighbourhoods that have existing servicing and infrastructure meant to accommodate more residents. The proposed mix of single and semi-detached built form takes advantage of existing municipal servicing and in doing so makes better use of servicing infrastructure, and thereby promotes the financial wellbeing of Sault Ste Marie and Province of Ontario per **policies 1.1.1(a)(e).**

Under **Section 1.1.1** of the PPS, municipalities shall accommodate an appropriate range and mix of residential types to meet long-term needs, including housing for older persons. Pursuant to **policy 1.1.1(b)(e)(f)** the proposed development accomplishes this by developing a mix of residential housing (single and semi-detached dwellings) built-forms that meet the needs of varying demographics. Further,

the addition of a mix of housing options such as semi-detached dwellings increase housing access for the *missing middle*. The term *missing middle* is used to describe housing challenges facing middle-income households and is commonly used to describe the range of housing types between large single-detached houses and high-rise apartment buildings that are missing in municipalities. This housing challenge demonstrates the importance of developing a range of housing types compatible in scale with single-family homes to offset increasing housing costs/demands. Similarly, the mix of housing forms proposed is more conducive to seniors-living then traditional large single detached dwellings. Per **policy 1.1.1(f)** the application aims to provide improve accessibility for persons with disabilities and older persons and seeks to assist in addressing land use barriers which restrict their full participation in society by facilitating residential development near major commercial areas, parks, public services, and other uses.

Section 1.1.3 of the PPS states that Settlement Areas shall be the focus of growth and development and their vitality and regeneration shall be promoted.

1.1.3.1 *Settlement areas shall be the focus of growth and development;*

1.1.3.2 *Land use patterns within settlement areas shall be based on densities and a mix of land uses which:*

a) efficiently use land and resources;

b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;

…

e) support active transportation;

f) are transit-supportive, where transit is planned, exists or may be developed

1.1.3.4 *Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety;*

1.1.3.6 *New development taking place in designated growth areas should occur adjacent to the existing built-up area and should have a compact form, mix of uses and densities that allow for the efficient use of land, infrastructure and public service facilities.*

Per **policy 1.1.3.1** the subject application promotes growth within the City's existing settlement area which is suitable for and effectively uses existing infrastructure, public service facilities and incorporates a mix of housing types in an area dominated by single-detached dwellings. Further, the proposal is consistent with **1.1.3.2** given the development represents the efficient use of land, infrastructure, and

resources at a density that is supportive of the cost-effective utilization of soft and hard municipal services, including active transportation and public transit.

The application supports policies **1.1.3.4** and **1.1.3.6** related to intensification and the location of new development as it proposes development adjacent to the existing built-up area adjacent to major commercial, residential, and parks spaces, with a compact form and mix of housing types that allow for the efficient use of infrastructure and public service facilities without posing risks to public health and safety (given no natural or human-made hazards are identified and the road network will operate appropriately post-development).

Section 1.4 of the PPS provides direction to municipalities on accommodating a suitable range and mix of housing types and densities that meet the anticipated requirements for existing and future residents.

Section 1.4.3 of the PPS outlines policies related to housing and states that:

> ***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:*
>
> *b) permitting and facilitating:*
>
> *1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and*
>
> *2. all types of residential intensification, including additional residential units, and redevelopment in accordance with policy 1.1.3.3;*
>
> *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 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 potential air rights development, in proximity to transit, including corridors and stations;*
>
> *f) establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost*

of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

The *Shape the Sault –Population, Housing and Employment Projections Report* states that Sault Ste Marie's population is expected to increase from 73,400 residents (2016) to 83,300 residents by 2036 (increase of approximately 10,000 people over the 20-year horizon). The City's *Population Projections and Land Need's Analysis* report indicates for the year 2018, 32,968 dwelling units existed and in 2038 approximately 36,912 dwelling units will be needed in the municipality. To accommodate this increase in population, approximately 3994 new dwellings will need to be created. The proposal seeks to add 69 new units to the City, which will assist in alleviating some future pressures related to an undersupply of housing supply and housing types.

Section 1.4.3 requires provisions to be made for an appropriate range of housing types and densities to meet the projected needs of current and future residents by facilitating forms of residential intensification and development that promote densities for new housing that efficiently use land, resources, infrastructure, and public service facilities whilst supporting active living. This development represents the introduction of an appropriate and varied mix of housing tenure to the area, which efficiently uses land and infrastructure through a context-sensitive and compatible density of 8.3 units per hectare. This development will aid in providing an appropriate and varied mix of housing types to the area through the addition of semi-detached dwellings as supported by PPS housing policies. Further, the *City of Sault Ste Marie's Community Profile of Housing*, *January 2020 Report* identifies that:

> *"Many of Sault Ste. Marie's residential neighbourhoods have little variations in housing types, resulting in limited housing choices in these areas…. Neighbourhoods with a diverse mix of housing forms provide choices to suit a wider range of people. For example, if within the same neighbourhood there are single-detached homes, townhouses and apartments, residents can more easily stay in the same neighbourhood while progressing through different life stages, because they can live in homes suited to different needs; this is known as aging in place*".

Additionally, the applications propose development which is in keeping with PPS **1.4.3** policies related to new housing development as it:

- Directs development of new housing to a location where appropriate levels of infrastructure and public service facilities are available as identified in the Servicing Study, Stormwater Management Report and Traffic Impact Study;
- Proposes location-appropriate density in proximity to commercial and institutional uses whilst efficiently using land, resources, infrastructure and public service facilities;
- Leverages active transportation and public transit infrastructure as it is in proximity to public transit and pedestrian friendly trail systems, parks and sidewalk infrastructure; and,

- Proposes new residential development which aims to assist in minimizing the cost of housing by facilitating a compact form and mix of residential types (single and semi-detached) for varying demographics.

Given such, it is the authors opinion that the subject application is consistent with more with **Section 1.4.3** of the PPS.

Section 1.5.1 of the PPS outlines policies associated with public spaces, recreation, trails and open spaces and states in-part that:

> ***1.5.1*** *Healthy and active communities should be promoted by:*
>
> *a. planning public streets, spaces and facilities to be safe, meet the needs of pedestrians, foster social interaction and facilitate active transportation and community connectivity.*

The proposed development is proximate to varying public open space/parks including Strathclair Park, providing recreational opportunities for the future residents of the subject lands. As supported by **Section 1.5.1**, the proposed development will contribute to the increased use of the Hub Trail, along with the use of nearby transit stops and pedestrian sidewalk infrastructure as previously shown in *Figure 2*. This increase in pedestrian activity will enhance passive surveillance of the streetscape, leading to safer streets and further social interaction.

The public street network included as a part of the proposed development will provide an orderly circulation system for vehicular traffic as concluded in the Traffic Impact Study. The proposed sidewalks will assist in creating a pedestrian friendly environment and provide a pedestrian circulation network for both the proposed and existing abutting community. Active transportation and landscaping will be provided along the road frontages and assist in achieving the objectives of **1.5.1(a)**. Further, Block 56 will be dedicated for parks purposes and connect to the existing Hub Trail, thereby promoting opportunities for linked trail systems and fostering social interaction and community connectivity.

Section 1.6.6 of the PPS deals with sewage, water and stormwater, and states in part that:

> ***1.6.6.1*** *Planning for sewage and water services shall:*
>
> *a. direct and accommodate expected growth or development in a manner that promotes the efficient use and optimization of existing:*
>
> *1. municipal sewage services and municipal water services.*

The proposed subdivision development will be connected to full municipal water and sewage services, which is the preferred method of servicing settlement areas. Preliminary servicing reports discussed in Section 4.0 of this report indicate no capacity issues in servicing the development. The proposal is consistent with **Section 1.6.6** PPS policies as it promotes the efficient use of existing municipal servicing infrastructure while accommodating growth through the more efficient use of new municipal services.

The PPS also provides direction for matters related to transportation in **Section 1.6.7.** The 2020 PPS states that:

> ***1.6.7.4*** *A land use pattern, density and mix of uses should be promoted that minimize the length and number of vehicle trips and support current and future use of transit and active transportation.*

This development supports **policy 1.6.7.4** as it promotes a land use pattern and density that strengthens this already established mixed-use area. Given its proximity to major commercial, employment, parks and open spaces, institutional and other residential areas the development aims to minimize the length and number of vehicle trips for future residents as necessary services are located within a 1.0 kilometre radius of the proposed subdivision (see *Figure 2*). The site is well served by an existing active transportation network and is located approximately 100.0 metres of four (4) public transit stops and steps from the City's main Hub Trail. Direct access to public transit and active transportation networks enhances resident connectivity, lessens vehicle dependency, and encourages the use of other modes of travel including walking, cycling, and public transit usage as supported in **1.6.7.4** of the PPS**.**

Section 1.7 provides policy direction for municipalities to achieve long-term economic prosperity. The following policies are relevant:

> ***1.7.1*** *Long-term economic prosperity should be supported by:*
>
> *a) promoting opportunities for economic development and community investment-readiness;*
> *b) encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of housing options for a diverse workforce;*
> *c) optimizing the long-term availability and use of land, resources, infrastructure and public service facilities;*
> *e) encouraging a sense of place, by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes.*

The application is consistent with **1.7.1(a)(b)** as it promotes opportunities for economic development and community investment readiness by using the lands efficiently and appropriately to respond to changing market demands for a range of housing types/built-forms. The development actively responds to market-based needs for a range of housing options as discussed in the *City of Sault Ste Marie's Community Profile of Housing, January 2020 Report*—which notes that the existing lack of variation in housing types has resulted in limited housing choice in residential areas of the City. Further the report concludes that a diverse mix of housing forms is needed to provide housing choices for wider range of residents transitioning throughout all life stages. The proposed development thereby assists in responding to market-based demands by providing both necessary housing supply and a range of housing options including single detached and semi-detached housing (**1.7.1(b**)). As previously discussed, the proposed

development efficiently and optimally uses lands, infrastructure, and the existing transportation network, as supported by **Section 1.7.1(c)**.

Further, the applications will assist in encouraging a sense of place through the addition of increased foot traffic in the area as supported by **1.7.1(e)**, through synergies of a mix of uses and the activity they inherently bring. This increase in pedestrian traffic will also assist in enhancing the vitality and vibrancy of the streetscape and nearby parks. As such, this application is consistent with **Section 1.7.1** of the PPS.

Section 1.8 of the PPS speaks to energy conservation, air quality and climate change. It states in part:

> ***1.8.1*** *Planning authorities shall support energy conservation and efficiency, improved air quality, reduced greenhouse gas emissions, and preparing for the impacts of changing climate through land use and development patterns which:*
>
> *a) promote compact form and a structure of nodes and corridors;*
>
> *b) promote the use of active transportation and transit in and between residential, employment (including commercial and industrial) and institutional uses and other areas;*
>
> *…*
>
> *f) encourage transit-supportive development and intensification to improve the mix of employment and housing uses to shorten commute journeys and decrease transportation congestion.*

The development proposal is consistent with **Section 1.8.1** of the PPS as it proposes to construct housing, which efficiently uses land and servicing, is compact, and promotes the use of active transportation and public transit between residential, commercial and institutional areas. The location of the subject lands allows residents to walk or cycle to elementary and secondary institutions, commercial uses and parks/recreational areas given their close proximity (see *Figure 2).* Therefore, the application will assist in mitigating greenhouse gas emissions and preparing for the impacts of changing climate through complete community planning principles which promote the development of housing in proximity to public and private facilities/uses. Further, the application encourages residential development which is transit-supportive given its proximity to such networks and seeks to improve the mix of employment, housing types, shorten commute journeys and decrease traffic congestion as supported in **Section 1.8.1(f).**

Section 2.6 provides policy direction for municipalities related to cultural heritage and archaeology. Given that Official Plan schedules indicate the subject lands have archaeological potential the following policies are relevant*:*

> ***2.6.1*** *Significant built heritage resources and significant cultural heritage landscapes shall be conserved;*

> ***2.6.2*** *Development and site alteration shall not be permitted on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved.*

A previously outlined both a Stage 1 and Stage 2 Archaeological Assessment was conducted in early 2020. Report findings recommended that no further archaeological assessment is required for the proposed subdivision development. As a result of the assessment findings, no development or site alterations will occur on lands containing archaeological resources as no significant heritage resources were identified on the subject lands. The application is thereby consistent with PPS policies related to cultural heritage and archaeology.

The development proposal is consistent with the 2020 PPS owing to its efficient land use patterns, the provision of an appropriate mix of residential uses, and a density that is suitable for and compatible with the surrounding mixed-use area, and which effectively uses infrastructure, existing public service facilities and promotes active transportation. The proposed development facilitates intensification in an area of the municipality where an appropriate range of housing types and uses have not been fully realized. In summary, the subject application is consistent with the 2020 Provincial Policy Statement.

5.2 GROWTH PLAN FOR NORTHERN ONTARIO (2011)

The *Growth Plan for Northern Ontario* (GPNO) is a 25-year plan that provides guidance in aligning provincial decisions and investment in Northern Ontario. It contains policies to guide decision-making surrounding growth that promotes economic prosperity, sound environmental stewardship, and strong, sustainable communities that offer northerners a high quality of life. It also recognizes that a holistic approach is needed to plan for growth in Northern Ontario.

Section 3.4.3 of the GPNO promotes a diverse mix of land uses within northern communities. The GPNO states that:

> ***3.4.3*** *Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.*

As discussed previously, the subject development assists in diversifying the existing mix of housing types given that the surrounding area predominantly features single-detached dwellings, and promotes intensification and the efficient use of infrastructure by providing for a variety of housing types on a site that will be serviced by full municipal infrastructure. Further, the subject lands are in proximity to a mix of land uses including employment and commercial areas along Great Northern Road, recreational opportunities at Strathclair Park, and elementary and secondary educational institutions as demonstrated in *Figure 2*. As such, the proposal conforms to and does not conflict with the GPNO.

5.3 SAULT STE MARIE OFFICIAL PLAN (1996)

Sault Ste Marie's Official Plan guides and directs the physical change and development of the community and its related effects on the social, economic, and natural environment. The applications have been reviewed for conformity with the City's Official Plan.

The subject property is designated 'Institutional' per *Land Use Schedule 'C'* of the *City of Sault Ste Marie Official Plan (See Figure 4)*. Lands designated 'Institutional' are intended to be used for major public and quasi-public purposes of a community nature such as hospitals and medical centres, secondary schools, colleges and universities, homes for the aged, correctional institutions, and public institutional facilities/buildings. As such, the development proposal requires the lands to be redesignated to 'Residential'.

Permitted uses within the Residential designation '*primarily includes buildings used as dwellings. Other uses associated and accessory to the residential uses that contribute to the completeness of the neighbourhood but do not depreciate or affect the amenity of the residential environment are permitted*'.

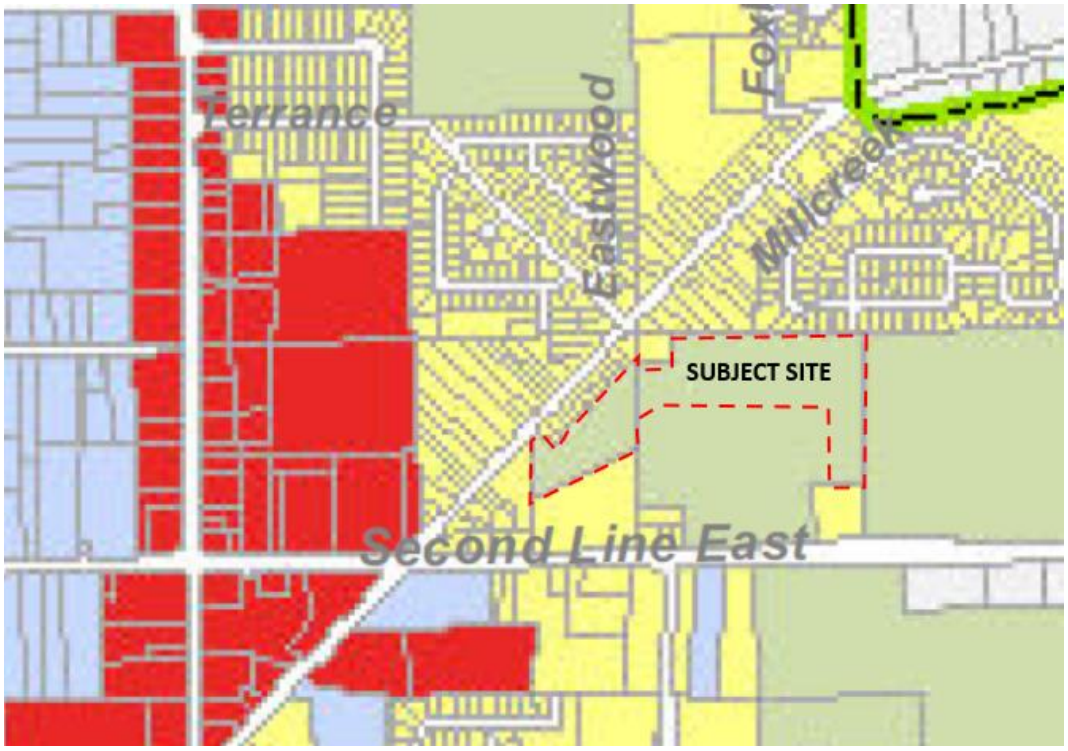


Figure 4: Official Plan Land Use Schedule

It is noted that the City of Sault Ste Marie is currently in the process of updating their Official Plan and that the new proposed draft Land Use Schedule redesignates the subject site to 'Residential', as proposed by this application (see *Figure 5*). Therefore, the subject Official Plan Amendment application will have

the effect of aligning the lands more closely with intended municipal direction regarding the future desired development of the site.



Figure 5: Proposed Draft Land Use Schedule

Section 2.1 of the Official Plan deals with urban design elements:

> ***D.1*** *The physical form of the community shall be friendly and accessible to all users and development shall respect and reinforce the human scale. New development should be designed to integrate with the existing urban fabric. Development or redevelopment should replicate and/or respond to existing colour, texture, scale, and massing in order to harmonize with the existing streetscape rhythm and the relationship of uses;*
>
> ***D.5*** *The "Urban Forest" concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development.*
>
> ***D.9*** *Pedestrian and cycling access to parks, bus stops and schools shall be encouraged.*

The proposed subdivision has been designed to seamlessly integrate with the existing residential fabric. The subdivision design has established a lot fabric/pattern similar to abutting residential properties to the north. Further, the height, massing, location, and future spacing of buildings will be harmonized with the existing streetscape and provide for a positive relationship with surrounding residential, institutional, and open space uses as required via **D.1**. Given this, the applications propose community development with a physical form that is friendly, accessible, and reinforces human scale. The application also supports good

urban design principles and policy **D.5** by establishing new vegetated park areas, including trees and landscaping throughout the overall plan area.

This site is located within proximity to many local parks, transit stops and schools all within walking distance, including:

- *Strathclair Park (100.0 metres)*
- *Strathclair Dog Park (150.0 metres)*
- *St. Mary's College (100.0 metres)*
- *Windsor Farms Park (750.0 metres)*
- *Eric Nystedt Park (200.0 metres)*
- *Tarentorus Publc School (250.0 metres)*
- *Sault Minor Baseball (350.0 metres)*
- *Sault College (800.0 metres)*

Therefore, the proposal promotes both pedestrian and cycling access to parks, bus stops and schools, and encourages the promotion of recreation and leisure as a way to enhance the health and quality of life of residents as supported in **Section 2.1(D.9**). Further, the sites proximity to these amenities and other facilities as shown in *Figure 2* demonstrate the site is appropriate for residential development and supports the intent of **Section 2.1(D.9**) and **Section 2.2** (**LR.1)** of the OP as well as PPS policies **1.1.1(b)(e), 1.1.3.2(e)(f)**, **1.4.3(d)(e)**, **1.5.1(a)**, **1.6.7.4,** and **1.8.1(b)(f)** related to reducing vehicle dependency and promoting mixed use, healthy communities and transit-supportive development principles.

Section 2.2 of the OP outlines policies related to Leisure and Recreation. It states in part that:

> ***LR.1*** *Promote the value of recreation and leisure to the health and quality of life; and develop diverse recreation opportunities for citizens and visitors.*

As outlined above, the subject site is within walking distance to parks and recreational opportunities and facilitates the creation of a new parkette, thereby promoting recreation and leisure to enhance health, quality of life, and complete communities per **Section 2.2 (LR.1).**

Section 2.3 of the Official Plan deals with matters related to land use compatibility.

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

The current neighborhood is categorized by predominantly single-detached dwellings. Thus, the neighbourhood lacks the mixture of housing types as desired in **Section 2.3.1(R.1)** of the Official Plan (and as support by various PPS policies). To address this the development proposes the creation of a wider range of housing types and forms suitable to meet the housing needs of current and future residents, and which create or contribute to complete communities. The proposed development will further assist in achieving objectives related to a varied built-form and the provision of new housing supply.

The application proposes an overall gross density of 8.3 units per hectare and new zoning which permits single-detached and semi-detached dwellings. More specifically, the subdivision is appropriately integrated into the community as:

- The design contributes to the existing character of the area by adding needed housing and pedestrian traffic to an otherwise underutilized site*;*
- The subject lands are located in close proximity to an existing mixed-use area;
- The site provides for a shape, and size (±8.067 hectares) that is appropriate to accommodate 69 residential units*;*
- The design contributes and complements the existing character of the area by proposing to locate the single detached dwelling lots abutting the existing 'R2-Single Detached Dwelling' neighbourhood and higher-density semi-detached dwellings to the northwesterly portion;
- The site will be fully serviced, efficiently use existing and proposed infrastructure, and has immediate access to nearby public service and community facilities; and,
- The site is near trails, parks, and open spaces and the influx of new residents will increase the use of area parks and active transportation networks.

Section 2.5 of the Official Plan relates to housing within the municipality. Relevant policies include:

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

HO.4 *Medium and high density – including affordable housing – will be encouraged to be built before or at the same time as low density units;*

HO.6 *For all urban residential developments greater than 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% of the new dwellings are affordable. Wherever feasible 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing;*

HO.8 *Housing affordability levels (both new and resale) and projected housing types shall be monitored semi-annually.*

The proposed development contributes to a range of residential uses to meet the present and future housing needs of Sault Ste Marie, while also encouraging a range and mix of housing types given the surrounding area is dominated by freehold single-detached dwellings as supported in OP policy **HO.1**. Proposing further housing in this location supports the creation of complete communities by added a mix of housing options inclusive of varying ages and abilities, and meets the daily and lifetime needs of a diversity of residents.

A site-specific official plan amendment to reduce the required affordable housing from 30% to 0% is also proposed. The City's *Community Profile of Housing in Sault Ste Marie Report* concluded that 51% of all households in Sault Ste. Marie could afford the average resale home price in 2018 whereas across all of Ontario, only 19% of households could afford the province-wide average resale home price. Overall, the report suggests that Sault Ste. Marie has excellent home ownership affordability compared to the rest of the province. Given that dwellings in Sault Ste. Marie generally cost less than homes across Ontario the requirement for 30% of units to be affordable is not appropriate as this requirement would put the proposed development at-risk of being unfeasible. If such 30% precludes the development from proceeding, the density of development which is already proposed at 8.3 units per hectare would be reduced to avoid the need for 30% affordable (under 50 units), and thus the development/use of the property would be less in-keeping with **1.1.3.2(a)** of the PPS which encourages efficient use of land and resources through increased density and infill development. Additionally, the reduction in 30% affordable to 0% and the resulting 69 dwelling units this application facilitates will increase both the existing housing supply and housing affordability—as increased housing supply assists in maintaining/enhancing affordability levels.

Section 2.3 of the Official Plan deals with matters related to land use compatibility.

> ***HE.7*** *All development applications shall be reviewed for their impact on existing heritage resources.*

In reviewing the City of Sault Ste Marie's Municipal Heritage Register, no designated heritage properties exist within 500.0 metres of the subject lands and is not located within any of the identified heritage character areas.

As previously discussed, the subject lands were assessed for Stage 1 Archaeological Assessment with portions of the subject lands undergoing a Stage 2 Archaeological Assessment. Findings of these studies concluded that no further investigations were required given the absence of heritage resources. Given there will be no impact to cultural heritage resources, the application is consistent with the above official plan policy.

Section 2.4 of the OP deals with municipal services:

> ***S.6*** *New lots in the Urban Area shall be serviced by both municipal water and sewer.*

The proposed subdivision development will be connected to full municipal water and sewage services, as required in **Section 2.4 (S.6)** and all servicing reports indicate no issues pertaining to capacity or the provision of such services.

Section 2.4 of the OP also deals with transportation policies and states in-part that:

TR.8 *New Development Proposals – Transportation impact will be considered as part of the development approval process for major residential, commercial, institutional and industrial projects.*

1. In reviewing proposals for major development within the City, consideration of the potential impact on safety, efficiency and volume of traffic on abutting streets shall be considered. For these developments, the City may require a transportation impact study to determine the potential impact of the development on the transportation network in the surrounding area. In addition, developers may be required to contribute to the costs of infrastructure improvements, which, in the opinion of Council, are necessary to provide safe pedestrian and vehicular access to and from the site. These improvements may include: turning lanes, traffic signals, medians, sidewalks, signage, paved curb lanes and bicycle facilities.

As previously discussed, the Traffic Impact Study determined that the proposed development will not cause any operational issues and will not add a notable delay or congestion to the local roadway network. Therefore, we are of the opinion that the development will not cause concerns surrounding potential impact on safety, efficiency, and volume of traffic on abutting streets and is consistent with **policy TR.8.**

5.4 SAULT STE MARIE ZONING BY-LAW, 2005-150

5.4.1 EXISTING ZONING

The current subject lands are currently zoned 'Institutional Zone' per *Zoning By-Law 2005-150*. With the primary intent of the zone to be for public and quasi-public land uses which generally operate on a non-profit basis. Given the uses permitted by the existing zone, a zoning by-law amendment is required to permit the draft plan of subdivision.

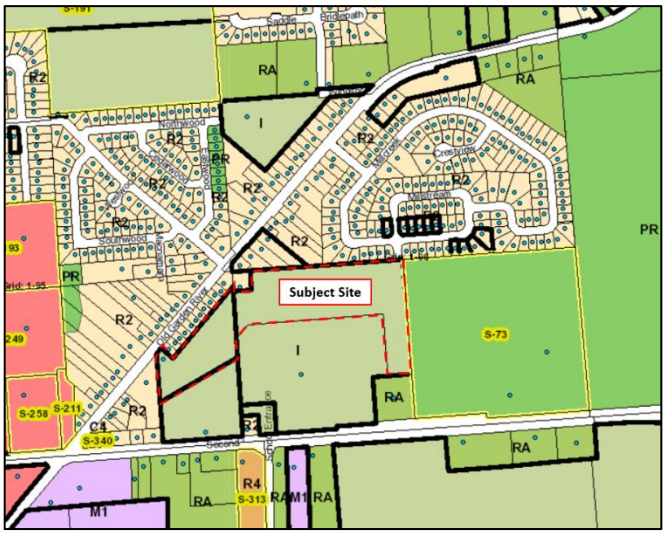


Figure 6: Existing Zoning

5.4.2 PROPOSED ZONING

The rezoning application proposes to rezone the subject lands to 'R3-Low Density Residential Zone', 'R2-Single Detached Residential Zone' and 'PR- Parks and Recreation Zone'.The subject proposed meets the frontage and area requirements of the by-law for each proposed zone, and the development does not require any additional site-specific relief from proposed R2, R3 or PR zone provisions.

The proposed application to amend the zoning by-law would implement Official Plan policies related to land use, housing, and providing for a mix of residential types. Based on the foregoing, it is our opinion that the proposed amendment to the zoning by-law is appropriate.

6. SUMMARY & CONCLUSION

The proposed development has been designed to be respective of and compatible with the existing neighbourhood character, while leveraging the lands to be used efficiently. The development provides a broader range and mix of housing choice within the municipality and is in an area close to amenities, public services, and employment areas. The development also represents appropriate intensification and efficiently uses existing public services and infrastructure. Further, the development is located directly adjacent to public transit, active transportation and has direct access to the municipal road network.

Given the analysis contained herein, it is the authors opinion that the subject official plan and zoning by-law amendments are consistent with the 2020 PPS, conform with the intent of Sault Ste Marie's Official Plan, and represent good planning.

Respectfully submitted,



Kevin J. Jarus, M.Pl., MCIP, RPP
Senior Planner | Project Manager



Vanessa Smith, M.Pl.
Planner

AMENDMENT NO. 232
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to Land Use Schedule C of the Official Plan as well as a notwithstanding clause to the Housing Policies of the Plan.

LOCATION

SEC 29SPT PCL 8883 PCL 5862 RP 1R4269 PART 9 RP 1R2864 PART 7 AWS and SEC 29SPT PCL 3563 AWS, Civic no's, 249 and 260 Old Garden River Road.

BASIS

These Amendments are necessary in view of a request for Draft Plan of Subdivision approval for a 69-unit residential subdivision upon the subject properties, which are currently designated Institutional on Land Use Schedule C and require a Residential Land use Designation. Furthermore, the 69-unit residential subdivision is proposed to have no 'affordable units', whereas Housing Policy 6 (HO.6) requires at least 30% of the units to be affordable in this instance.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

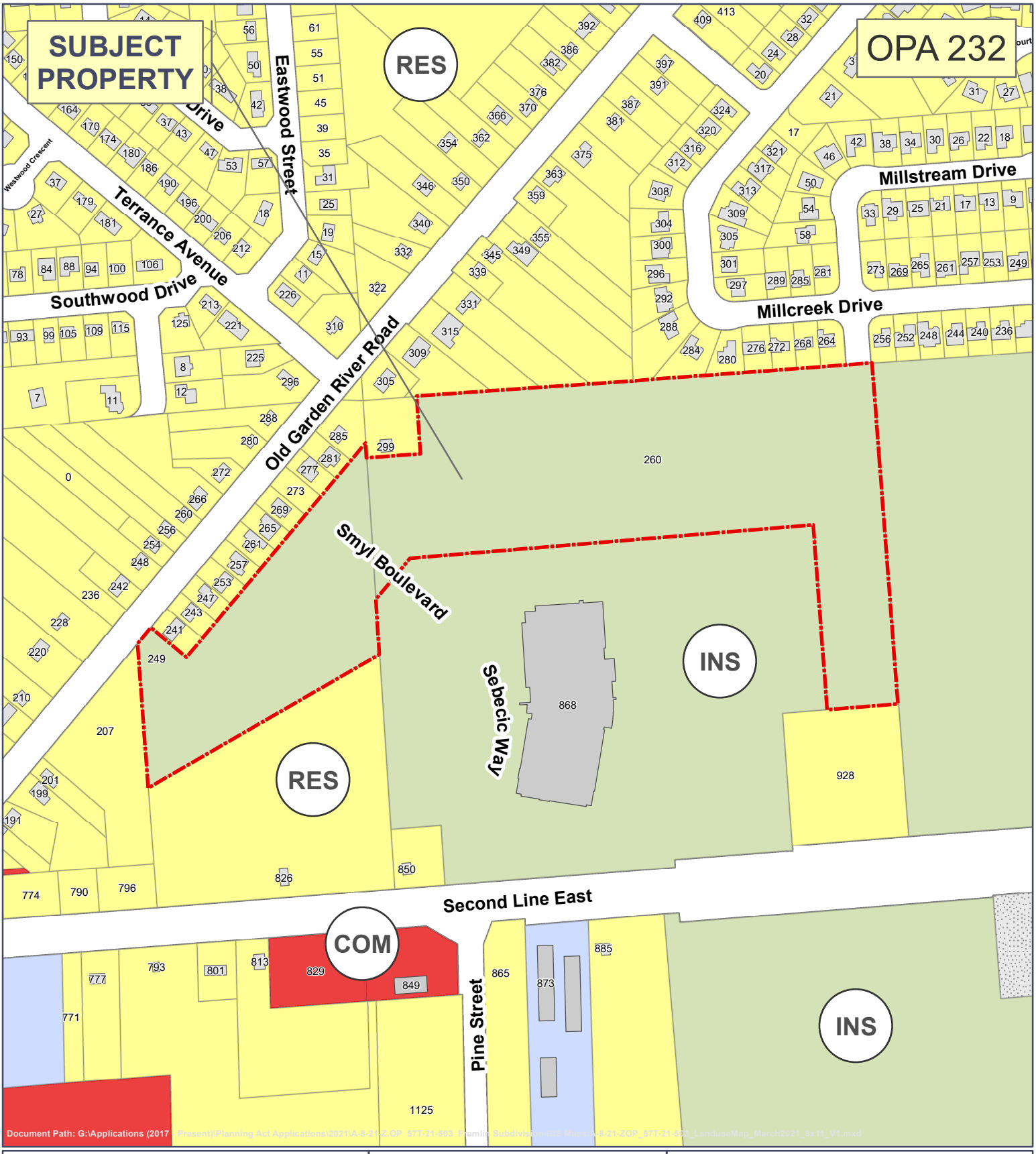
The Official Plan for the City of Sault Ste. Marie is hereby amended by redesignating the subject properties from Institutional to Residential on Land Use Schedule C and adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

154. Notwithstanding Housing Policy 6 (HO.6) of the Official Plan, the properties described as, SEC 29SPT PCL 8883 PCL 5862 RP 1R4269 PART 9 RP 1R2864 PART 7 AWS and SEC 29SPT PCL 3563 AWS, Civic no's, 249 and 260 Old Garden River Road, are not required to provide any affordable units within the proposed residential development.

INTERPRETATION

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



Application Map Series

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

Property Information

Civic Address: 249 Old Garden River Rd & 260 Millcreek Dr
Roll No.: 010050029000000 & 030075032020000
Map No.: 85/1-95
Application No.: A-8-21-ZOP & 57T-21-503
Date Created: April 7, 2021

Legend

- Subject Properties
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcel Fabric

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 20 40 80 Meters
1:4,000

N

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2021 04 28

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-8-21-Z.OP & 57T-21-503
249 Old Garden River Road and 260 Millcreek Drive
Daniel Fremlin Holdings

The Engineering Division has reviewed the amendment to the above noted application. The comments from the original application still apply and are as follows:

1. Smyl Boulevard, the stormwater management pond and sanitary sewer connecting to Millcreek Drive were installed during the construction of St. Mary's College. The site plan agreement says that the City may assume them when this subdivision develops. That will require inspection, MECP approval, certification of the construction and any upgrades or repairs to be complete before assumption. The agreement also says that the Huron Superior Catholic District School Board will share maintenance costs on the pond.
2. The road connection to Millcreek Drive must be constructed as part of this subdivision.
3. A snow plow turnaround at the west end of the road will be required, if there is potential for the road to be extended. However, the servicing and stormwater management system were not designed to accept any additional flow from the extension. If the future servicing of this property cannot be accommodated with municipal infrastructure, Jack Roderick Road should end if a cul-de-sac.
4. The municipal portion of Smyl Road should end at Jack Roderick Road and the portion to the south should be given to the HSCDSB for their driveway. If it were to remain a municipal road, a permanent snowplow turnaround would be required.
5. Any snowplow turnaround should be constructed to City standards.
6. Arrangements for the right-of-way accessing the subdivision must be completed to the satisfaction of the Director of Engineering or his designate.
7. The current layout has a sanitary sewer through Block 57 and a storm sewer through Block 58. Block 57 will likely be a walkway to the school, and Block 58 will be the maintenance access and major overland flow route to the pond. Consideration should be made to improve this layout to avoid to municipal blocks separated by a lot.
8. There are existing easements in favour of the school over the servicing and driveway. If these become assumed by the City, the easement should be removed.
9. In order to connect to the Millcreek Drive, costs are owing to the Developer of the Millcreek Subdivision, for cost to benefitting owners. In 2001, the costs were $10,073.48 and should be updated to reflect current cost to the approval of the Director of Engineering. Any permit fees are in addition to the above value.
10. Part of this subdivision is located within the limits administered by the Conservation Authority; therefore, a fill permit for this development will be required.
11. Adequate facilities for the drainage of surface water from the rear portion of every lot shall be incorporated by installing swales and one or more catch basins connected to the municipal storm drainage system, as the Director of Engineering or his designate determines. This area is known to be a have intermittent streams, and therefore, rear yard drainage should be assessed in light of this.

12. Plans and specifications showing final existing and proposed grades should be reviewed and approved by the Director of Engineering or his designate.
13. Access to sewers and manholes in the sewer easements/block and stormwater management pond must be provided to the satisfaction of Public Works
14. A sediment control plan and storm water management plan must be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Sault Ste. Marie Conservation Authority. Adequate facilities for the drainage of surface water from the rear portion of every lot shall be incorporated by installing swales and one or more catch basins connected to the municipal storm drainage system or to conduct such water to an adjacent watercourse, as the Director of Engineering or his designate determines.
15. Soil tests are required in the road allowances, including a report on the road base design, considering the use of geotextile fabric and weeping tile and which determines the depth of the road base. It should be noted that a geotechnical report titles "Geotechnical Investigation Fremlin Subdivision" was submitted by Tulloch Engineering Inc. dated January 2021.
16. The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish at no cost to the City certified copies of the results thereof for examination by the Director of Engineering or his designate.
17. No work shall be commenced without the approval of the Director of Engineering or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.

18. Traffic
    The Engineering Division is satisfied that the Traffic Impact Study conducted by JD Northcote Engineering to evaluate potential traffic impacts due to the development has shown that increased traffic will not cause notable delay or congestion to the local roadway network. City Traffic Engineering and Operations staff will continue to look at signal timing optimization through ongoing monitoring to minimize future timing delays.

If you have any questions, please do not hesitate to contact the undersigned.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works

Public Works & Engineering Services

Daniel Perri, P. Eng.
Area Coordinator, Wastewater

April 20, 2021

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. A-8-21-Z.OP and 57T-21-503**
Request for an amendment to the Zoning By-law

Applicant: **Dan Fremlin (Daniel Fremlin Holdings)**

Subject Property: **249 Old Garden River Road and 250 Millcreek Drive**

Please accept this correspondence in response to your request dated April 8, 2021.

Staff from Public Works has reviewed the application noted above and have the following comments:

- Snowplow turnarounds shall be to the satisfaction of the Director of Public Works, or designate;

- The section of Smyl Boulevard, southeast of Jack-Roderick Drive should be dedicated to the Huron Superior Catholic District School Board (HSCDCB) as part of the driveway entrance to St. Mary's College. Maintenance responsibilities of this section of Smyl Boulevard shall be the responsibility of HSCDSB;

- Driveway entrances for lots 37 and 38 must front on Jack-Roderick Drive; and
- A snowplow turnaround is required at the south end of Jack-Roderick Drive, to the satisfaction of the Director of Public Works, or designate.

If you have any further questions, please contact me at 574-1086.

128 Sackville Road, Sault Ste. Marie, ON P6B 4T6
saultstemarie.ca | 705.759.5201 | info@cityssm.on.ca

Yours very truly,



Daniel Perri, P. Eng.
Area Coordinator, Wastewater
d.perri@cityssm.on.ca

C: Susan Hamilton Beach, P.Eng.
Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO

Engineering Department
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario, P6A 6P2
Phone: (705) 759-6576
Email: eng-dept@ssmpuc.com

ECRA/ESA Lic. # 7001626

April 22, 2021

Donald B. McConnell, MCIP, RPP
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.perri@cityssm.on.ca

Dear Don:

Re: Old Garden River Rd [249] and Millcreek Dr [260] – A-8-21-Z.OP and 57T-21-503

In response to the above referenced Rezoning & Draft Plan of Subdivision application, we can confirm that we have no concerns with the development proceeding generally as proposed. However, we have itemized a number of specific aspects for further consideration by the developer with respect to electrical and water servicing as the development advances as follows:

Electrical:

- The development will be subject to a standard Electrical Subdivision for both electrical distribution and streetlighting.
- Item 6 in the Servicing Plan includes some assumptions for the Electrical System. More detailed conversations are required to finalize electrical layout of the subdivision.
- Impacts to traffic flow and potential traffic signals have not been discussed with PUC. If additional traffic signals are required, electrical servicing will need to be coordinated.
- Phasing of the subdivision is not obvious.
- The developer is requested to continue their dialogue with PUC to progress with the development. PUC has not received a formal request to proceed with a subdivision agreement. Upon receipt of such, PUC will be in a position to commence an electrical design, an offer to connect and an agreement.

Water

- This development will be subject to a standard Subdivision Waterworks Agreement.
- Water distribution system modeling to ensure there is adequate water supply for the design fire flows is required yet and would be completed at cost to the developer.

Yours truly,
PUC Services Inc.



Rob Harten, P. Eng.
Director of Engineering

RH*km

April 21, 2021

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-8-21-Z.OP and 57T-21-503
Dan Fremlin, Daniel Fremlin Holdings
249 Old Garden River Rd and 260 Millcreek Drive
Sault Ste. Marie

The subject property, 249 Old Garden River Road is not located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The subject property, 260 Millcreek Drive is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Anjum Amin has reviewed the submitted documents and has provided the following comments.

I have reviewed the plans, drawings, stormwater management and geotechnical studies. It is determined that the design of the proposed subdivision and engineering recommendations from the studies (stormwater management and geotechnical investigation) meets our requirements for the proposed development of Fremlin Subdivision. We recommend that any approval be subject to following conditions:

1. *The property is located in O. Reg. 176/06 jurisdiction. A permit will be required for any development work before commencing the construction.*
2. *The recommendations presented in both Stormwater Management Study and Geotechnical Subsurface Investigation Report (Tulloch Engineering #19-1791) must be properly followed during the construction work.*

Anjum Amin, P.Eng.
Water Resources Engineer
Sault Ste Marie Region Conservation Authority

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

From:	circulations@wsp.com
To:	Stephanie Perri
Subject:	Draft Plan of Subdivision - 249 Old Garden River Rd - File No: 57T-21-503
Date:	Monday, April 26, 2021 4:29:28 PM

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

2021-04-26

Stephanie Perri

Sault Ste. Marie
Sault Ste. Marie, Ontario, P6A 5N1

Attention: Stephanie Perri

Re: Draft Plan of Subdivision - 249 Old Garden River Rd - File No: 57T-21-503; Your File No. 57T-21-503

Our File No. 90225

Dear Sir/Madam,

We have reviewed the circulation regarding the above noted application and have no objections to the application as this time. However, we hereby advise the Owner to contact Bell Canada at planninganddevelopment@bell.ca during detailed design to confirm the provisioning of communication/telecommunication infrastructure needed to service the development. We would also ask that the following paragraph be included as a condition of approval:

“The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.”

It shall also be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada’s existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

To ensure that we are able to continue to actively participate in the planning process and provide detailed provisioning comments, we note that we would be pleased to receive circulations on all applications received by the Municipality and/or recirculations.

Please note that WSP operates Bell’s development tracking system, which includes the intake

of municipal circulations. WSP is mandated to notify Bell when a municipal request for comments or for information, such as a request for clearance, has been received. All responses to these municipal circulations are generated by Bell, but submitted by WSP on Bell's behalf. WSP is not responsible for Bell's responses and for any of the content herein.

If you believe that these comments have been sent to you in error or have questions regarding Bell's protocols for responding to municipal circulations and enquiries, please contact planninganddevelopment@bell.ca.

Should you have any questions, please contact the undersigned.

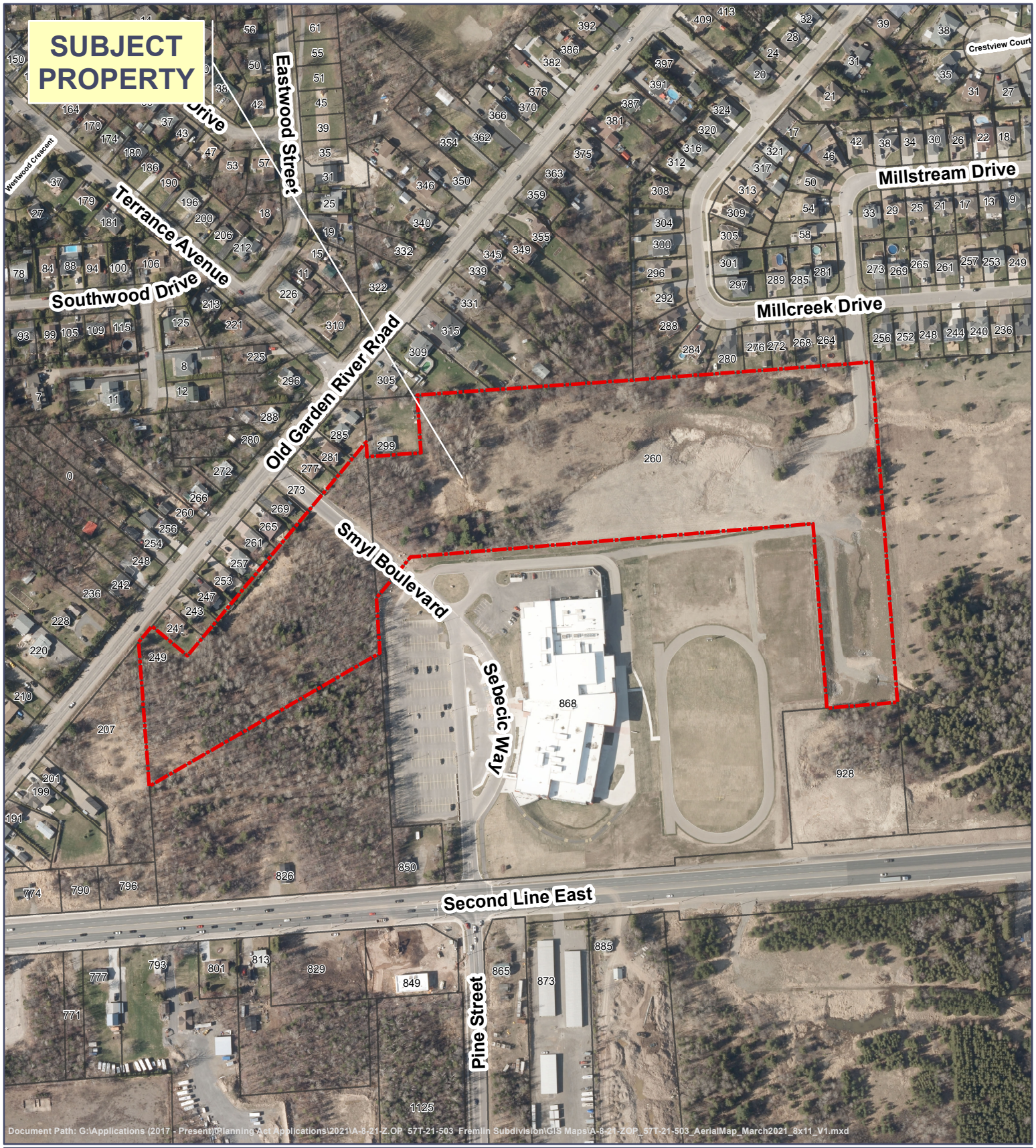
Yours truly,

Ryan Courville
Manager - Planning and Development
Network Provisioning
Email: planninganddevelopment@bell.ca

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Application Map Series

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

Legal Department Reference

Property Information

Civic Address: 249 Old Garden River Rd & 260 Millcreek Dr
Roll No.: 010050029000000 & 030075032020000
Map No.: 85/1-95
Application No.: A-8-21-ZOP & 57T-21-503
Date Created: April 7, 2021

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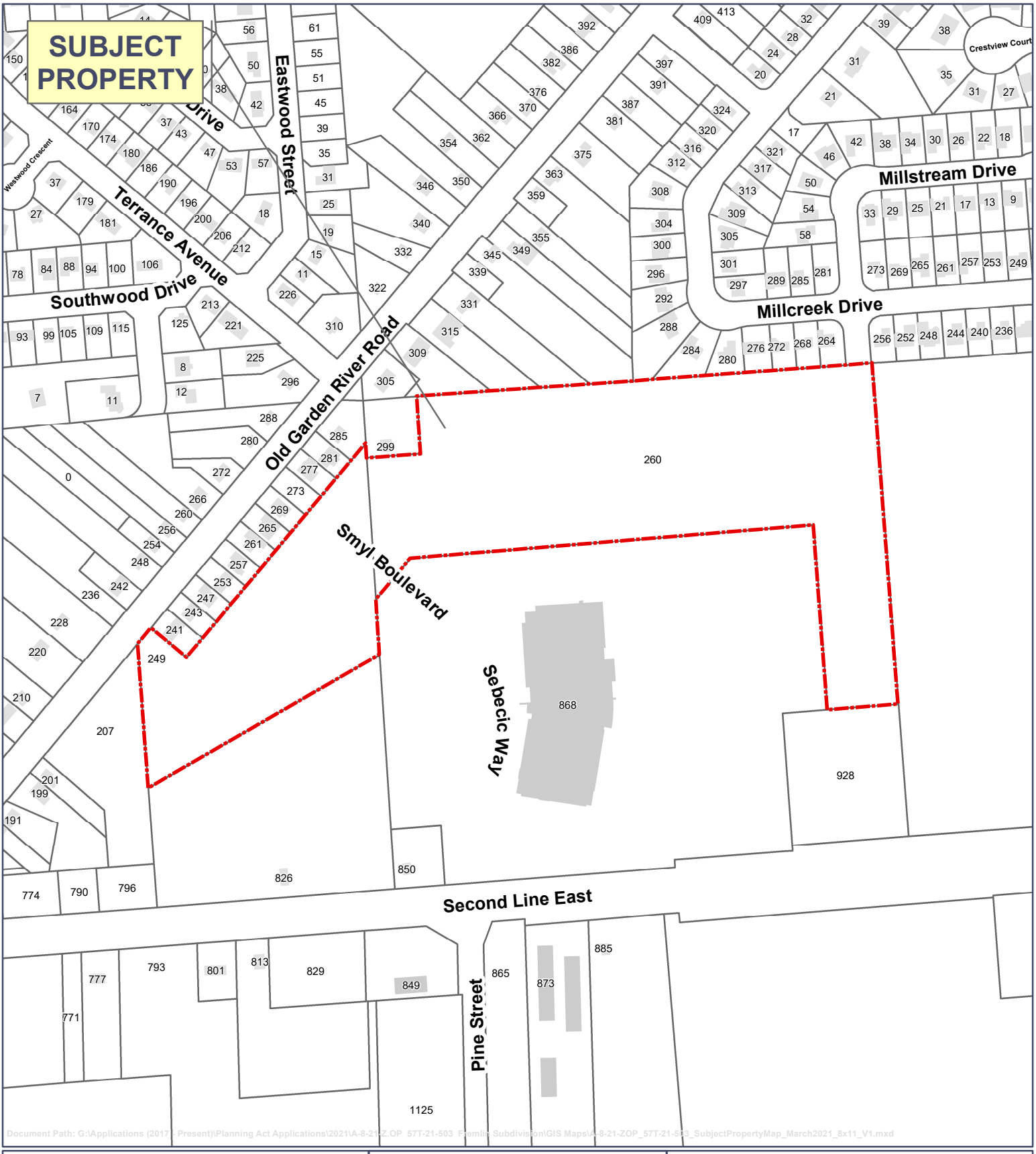
Subject Properties
Parcel Fabric

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

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1:4,000

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Application Map Series

☑ Subject Property ☐ Official Plan Landuse
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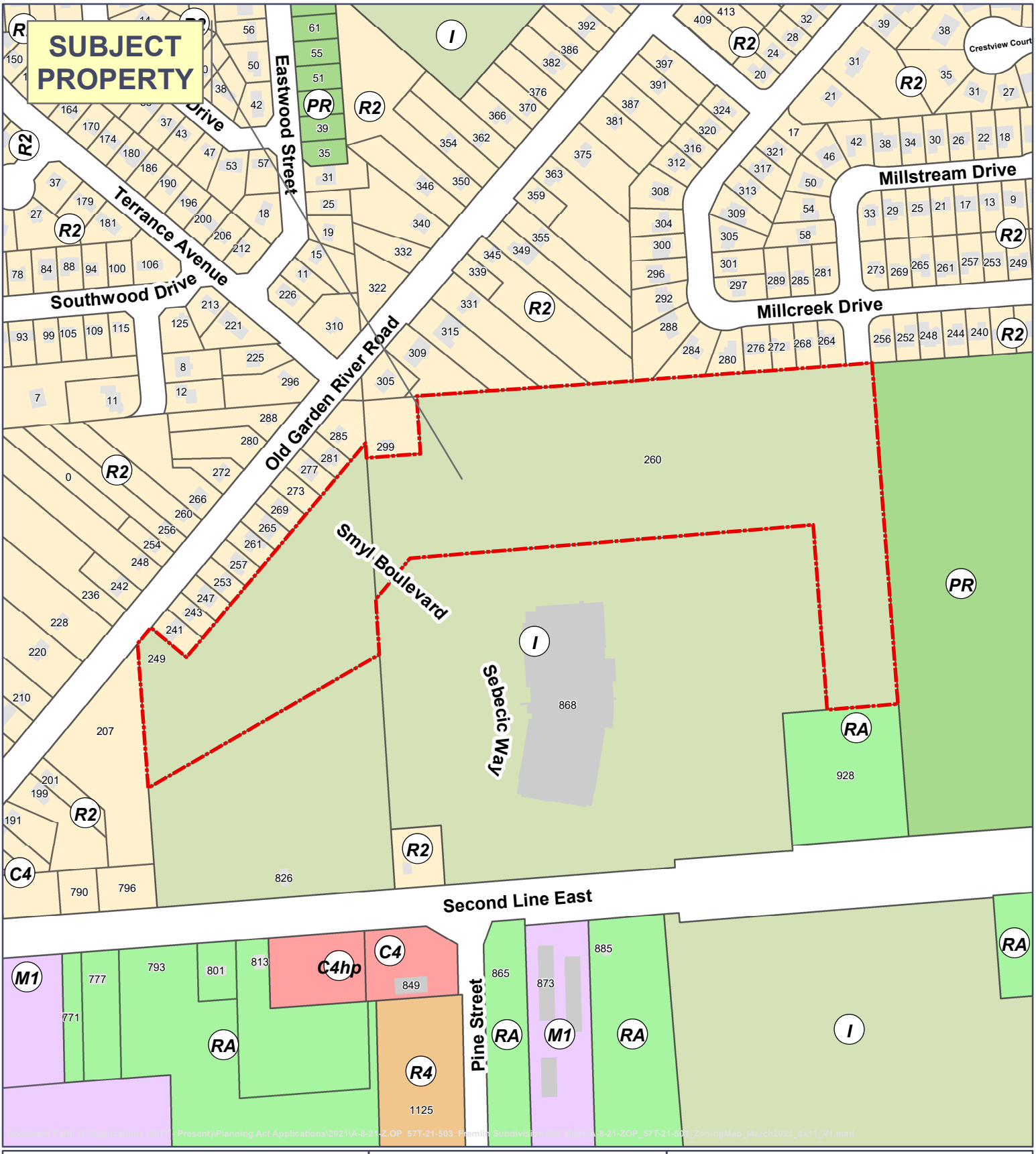
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SAULT STE.MARIE
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

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NAD 1983 UTM Zone 16N
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0 20 40 80 Meters
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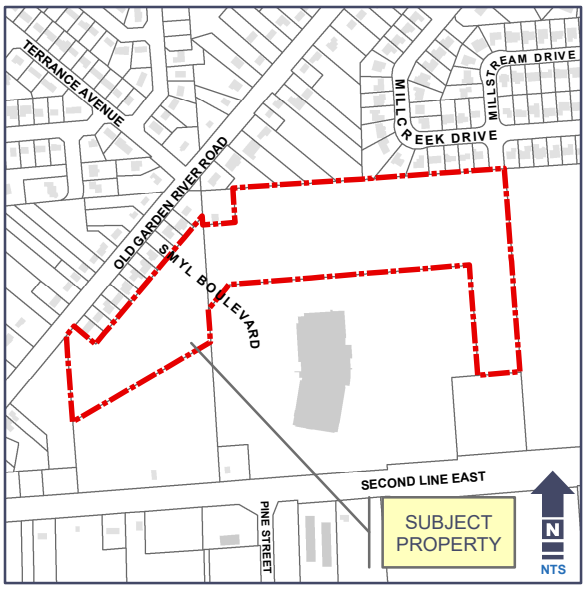
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock
- Parcel Fabric
- Subject Property

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 20 40 80 Meters
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TERRANCE AVENUE
OLD GARDEN RIVER ROAD
SIMYL BOULEVARD
MILL CREEK DRIVE
MILLSTREAM DRIVE
SECOND LINE EAST
PINE STREET
SUBJECT PROPERTY
N
NTS

May 6, 2021

Roseanne Allega,

His Worship, Christian Provenzano, and Distinguished Council Members,
The Corporation of the city of Sault Ste. Marie,
99, Foster Drive, Sault Ste. Marie,
Ontario P6A 5X6.

IN REGARD TO APPLICATION No. A-8-21-Z.OP and 57T-21-503

Further to the undated notice of application and public meeting posted in regard to the above matter, I am informed that a corporation by the name of Daniel Fremlin Holdings has proposed to erect a 69-unit residential subdivision, consisting of 37 single detached and 32 semi detached units and a neighborhood park.

I reside on the North Western boundary of the land on which the proposed development is to take place and I together with many other residents are concerned among other things, about the adequacy of the infrastructure, road network, safety and security for the neighborhood and other inconveniences that we may inevitably have to face given the length of the project.

It also appears on the face of it, that the reasonable and ordinary use of access that is readily available to us at present maybe effected. We are not able to access our properties via Old Garden River Road as there are houses built in front of our properties. I would like to hear about possible alternatives to this issue. Furthermore, we are also concerned about loosing the conservation land near our properties which may affect us adversely with drainage issues which may later cause flood in our properties. Our attention has also been drawn to the negative impact this project may cause on the market value of our properties.

I hereby reserve my right to make an oral or written submission at the public meeting on Monday, May 10, 2021 after considering the matter in detail. In the meantime, I would appreciate it if your office could provide us with more information on the concerns I have outlined herein.

I thank you in advance.

Yours' Faithfully,

Roseanne Allega

Opposition to the Rezoning of 249 Old Garden River Road and 260 Millcreek Drive

Application No. A-8-21-Z.OP and 57T-21-503

Noah Edwards

3 May 2021

To Mayor and Council,

Throughout my comments, I will speak to various points about this proposed development that raise concerns for me. Living here for over 13 years of my childhood, I feel I have great local knowledge of the neighbourhood and its growth.

I agree with the justification report that the site is a good place to develop, and I do like the incorporation of both single-detached and semi-detached housing. I would much rather see development within the urban settlement boundary to decrease costs to the municipality. The area is already serviced well by the municipality and by alternative transport options. The city does require new housing, and this is a good place to develop as it is close to everything already.

Of course, no one wants a proposed development in their backyard after having no neighbours behind you for 13 years. Additionally, no one wants the noise and dust from the construction of the homes. My main concerns correspond to the proposed development design, including the creek valley, views, trees, traffic calming, and active transport. I will be linking all my concerns to the Official Plan to further illustrate their importance and provide a basis for my concerns. I have attached images in Appendix A to provide some visual context to the proposed development area and my concerns.

Drainage and Creek Valley

Currently, running behind the properties along Millcreek Drive is a stream valley (images 1-3). This stream carries a significant amount of water after the spring melt. This is evident by

the wash-out a few years ago of the gravel road constructed between Millcreek and St. Mary's College (image 2). The Official Plan states:

> D.3 The maintenance and/or reinforcement of all-natural features such as river and creek valleys, ravines, wooded areas, parkland and heritage landscapes located within or next to development sites shall be encouraged.

The proposed development does not conform with this point of the Official Plan as it plans to fill in the existing creek valley. This creek valley would serve as a great buffer between the existing residential and the proposed development and should be preserved. This would benefit the new home as well for privacy. The creek plays a key role in the neighbourhood for stormwater management and should be maintained in its natural state.

It is currently proposed that the creek valley be replaced with a shallow swale. I do not believe this to be sufficient to carry all the water. As mentioned earlier a swale would not offer the benefit of having a divider between the two properties. It would also not be maintaining an existing natural feature that has worked perfectly well. Overall, I hope to have the creek valley maintained as much as possible with landscaping to divide the properties. This would conform with point D.3 in the Official Plan.

Views

Behind much of the existing housing currently is views of a forested landscape, offering a natural buffer to the traffic along the Trans-Canada highway and St. Mary's College (image 4). The Official Plan states:

> D.4 Views and vistas of built and natural features, significant forest corridors, landscapes and ridge lines shall be preserved and enhanced.

With this proposed development, the views and vistas of the forested landscape would be gone and replaced with new housing. I would call this a significant forest corridor, more so behind Old Garden River Road (images 6-7). These views should be preserved by providing many large trees within the proposed development that visually screen the existing homes from St. Mary's College and the Trans-Canada highway. Ideally, these trees should be large

conifers to provide year-round visual screening. I am concerned that this proposed development will remove all the large, mature trees that have served this purpose. To conform with point D.4 many trees will have to be planted. I will speak to trees further in the next section.

Trees

As stated earlier, the proposed development is located on a great deal of forest (images 6-7). The current city policy only requires one tree per lot, which is quite a low amount. Considering the number of trees, the proposed development will be removing, those should all be at least replaced. Ideally, any trees destroyed should be replaced at a ratio of 1:2, with two new trees planted for every tree removed. Trees are quite important for carbon capture in terms of climate change and trees should be a major focus for the city. I would encourage the city's new Environmental Sustainability Committee to review this policy of only one tree per lot as to me it is not sufficient. The Official Plan states:

> FO.3 The municipality and the Conservation Authority shall encourage the "Urban Forest" concept. Forested corridors and greenbelts shall be encouraged and maintained throughout the planning area. Tree planting shall be required on all new and encouraged in existing developments.
>
> D.5 The "Urban Forest" concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development.

As I stated earlier, additional trees would continue to provide a natural view to the residents of Old Garden River Road and Millcreek Drive. I would propose that the developer be required to plant more than one tree per lot, with trees in both the front and backyard. I would suggest at least four, one in the front and three in the back. Good landscaping could be used instead of a fence between the lots, having an attractive backyard for everyone. This could increase the value of the developer's proposed homes and preserve the values of the existing homes. A natural divider between properties would be much more attractive than a hard line like a fence or none. Planting more trees would also meet the urban forest concept described in the Official Plan, which I believe to be highly attractive to homebuyers.

There is also something to be said about trees within the front yards of homes. One of the largest mistakes I see in urban design across the city is not enough trees in front yards or city-owned boulevards. Trees have great benefits other than just carbon capture. Trees can reduce vehicle speeds if they are planted close to the road. They do this by reducing the clear space on either side of the road, reducing the perception of safety to a driver and therefore speed. A notable example of this is Foxborough Trail, a speedway right now. If trees were planted close to the road, speeds could have been reduced (maybe the city could plant trees in the boulevard to help). Trees also provide a neighbourhood with a mature look after 10-15 years and could offer property value increases to the proposed development. They provide shade to those walking, also reducing heat island effects, and so much more. I would highly encourage the developer to plant many trees. I can tell you that there are speeders in Millcreek, and they will be using your road as a quick exit to Old Garden River Road so keep that in mind. Overall, I feel it is in the best interest of the developer to plant many trees and it would benefit everyone and conform with the urban forest concept described in the Official Plan for our "naturally gifted" city.

Traffic Calming

Traffic speeds can always present a problem for neighbourhoods. This is always a funny issue for me as neighbourhood streets often look like a two-lane highway, so of course people will drive fast. As I stated previously, I warn the developer that there will be people from Millcreek speeding along their new roadway. As such, I would encourage the developer to design their streets to mitigate this. I would suggest allowing parking on both sides of the street (I am assuming the street will be 10m wide, which is too wide but regardless). I hope the developer will consider traffic calming when building the road to ensure their homeowners are happy and to reduce costs to the city later. The Official Plan supports this stating:

> SG.1 Design streets and places, and facilities to be safe, active and accessible to all.
>
> TR.2.3 ... Local streets shall be designed to discourage through traffic thus, preserving their usage as access to the abutting uses and enhancing safety.

Walkability and Pedestrian Safety

On paper, this proposed development may seem in a great walkable area. I would say the area is not walkable as there are not safe facilities to allow for everyone to feel safe walking. I will say the area has good potential to a be a great area for active transport, however, that will require many improvements to ensure streets are safe for people, not just cars.

The justification report mentions this many times and talks about elementary children could walk to school. This is all false. Having attended Tarentorus PS from JK-Gr. 8, busing was providing to all students in Millcreek because Old Garden River Road is a hazard due to its high speeds and lack of sidewalks. This would be a similar case for this proposed development. The developer has also suggested in their sponsored SooToday article that the semis would be designed for seniors.[1] How will they feel safe walking along or across Old Garden River Road? Traffic speeds along Old Garden River Road are quite high considering the speed limit is 50km/h (not 60km/h like the traffic study says, but people drive that fast). With only shoulders to walk on, this is not safe. With more traffic from this proposed development, the need for segregated active transport infrastructure (sidewalks and multi-use paths [MUP]) will increase.

To suggest the proposed development is walkable is unrealistic in my opinion, without significant infrastructure improvements. I would also mention the traffic study does not look at the increases in walking and cycling or the impacts of increased traffic on the safety of these modes of transport. There is the current Hub Trail through St. Mary's College, but Old Garden River Road only has shoulders to walk on and no pedestrian crossing. For the proposed development to be walkable a pedestrian crossover would have to be installed across Old Garden River Road, a multi-use path along one side, and a sidewalk along the other side. The Official Plan states:

> D.8 Site design shall consider the impact on street functions and pedestrian, cycling and vehicular access…

[1] Daniel J. Fremlin Building Group. "Spotlight: Real Estate Developer Daniel Fremlin on His Biggest Development to Date." Accessed May 3, 2021. https://www.sootoday.com/spotlight/real-estate-developer-daniel-fremlin-on-his-biggest-development-to-date-3678126.

D.9 Pedestrian and cycling access to parks, bus stops and schools shall be encouraged.

E.4 Alternative transportation and energy-efficient forms of transportation such as public transit, cycling and walking shall be supported.

TR.6.1 ... Efficient pedestrian access to and from Public Transit facilities will be encouraged.

TR.8.1 ... In addition, developers may be required to contribute to the costs of infrastructure improvements, which, in the opinion of Council, are necessary to provide safe pedestrian and vehicular access to and from the site. These improvements may include: turning lanes, traffic signals, medians, sidewalks, signage, paved curb lanes and bicycle facilities.

Many Official Plan points speak to encouraging active transport. First, the traffic impact study does not consider impacts to active transport safety as outlined in D.8. Next, to allow for pedestrian access to the amenities in D.9, a pedestrian crossover is required to allow for safe crossing of Old Garden River Road. The bus shelter, Tarentorus PS, Hub Trail to SAH, and Eric Nystedt Park are all located across Old Garden River Road (image 8). This crossover would also allow children to walk to school if a school crossing guard were present as well as students from Millcreek. This crossover would also serve as a connection to the Hub Trail running through St. Mary's College, also serving the high school students. Connecting to TR.6.1, for families and seniors to access the bus stop they must cross the road, they need a crossover to allow for efficient access to this transit facility. Many seniors do not drive and having efficient access to transit will only benefit the proposed development and mobility.

The developer should have to pay a portion for this crossover, as they are increasing demand for it and to ensure the new residents can walk to amenities, encouraging active transport as supported by the Official Plan. It could also be said they should be partially responsible for the addition of sidewalks/MUP along Old Garden River Road as they are increasing traffic, furthering the need for sidewalks/MUP. The proposed development would only benefit from these improvements as people want to live in a walkable place, and these safety improvements would greatly increase that. If Council wants not only safe vehicular but

also pedestrian access to this proposed development, improvements to Old Garden River Road are required and should be partially funded by the developer by using TR.8.1 of the Official Plan.

Conclusion

Overall, the site on paper seems like a great proposed development. But after looking into the design of the project, I am concerned. Starting with the removal of our creek valley, our views, the many trees, and finally the poor active transport safety if improvements are not made to Old Garden River Road. I hope Council will consider this local knowledge when considering the application and ensure the proposed development is designed to meet and exceed the ideas within the Official Plan.

Respectfully submitted,

Noah Edwards

Noah Edwards (he)

Appendix A- Images



Image 1 Creek running behind Millcreek Drive homes. Intermittent watercourses are found here.



Image 2 Looking east from the current gravel road. Note the gravel that was washed out, demonstrating the amount of water the valley carries.



Image 3 Looking west from the gravel road. The current creek valley is shown.



Image 4 View currently from the backyard of a Millcreek home. Featuring a natural landscape with the valley separating the property.



Image 5 SMYL Blvd towards St. Mary's College. Note the gate which is only open at morning and afternoon bell times.



Image 6 Looking north from SMYL Blvd. Note the considerable number of trees that would be cut down.



Image 7 Looking south from SMYL Blvd. Again, many trees.

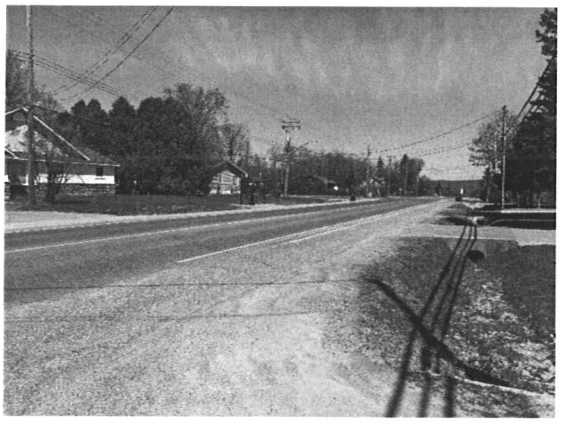


Image 8 Looking north from the intersection of Old Garden River Road and SMYL Blvd. The bus shelter is located across the street and the road only features shoulders to walk along.

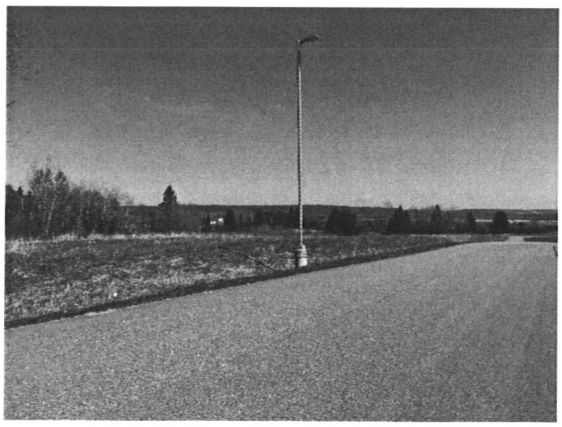


Image 9 Looking north from St Mary's College. The large, cleared area proposed to be developed is shown.

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-9-21-Z.OP 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio)

PURPOSE

The applicant, Ruscio Developments Inc. (c/o Joe Ruscio) wishes to redesignate and rezone the subject property to facilitate the construction of a +/- 30,000 sq.ft. warehouse and four to six 7,000 to 10,000 sq.ft. self-storage facilities upon the subject property.

PROPOSED CHANGE

The applicant is seeking Council's approval of an Official Plan Amendment to redesignate the property from Residential to Industrial on Land Use Schedule C of the Official Plan and to rezone the subject property from Rural Area (RA) Zone to Light Industrial (M1) Zone.

Subject Property:

- Location: Located on the south side of Second Line East, 85 metres east of the Pine Street intersection.
- Approximate Size: 60m (197') of frontage along Second Line East, 229m (751') of depth, and an area of 1.55ha (3.83ac).
- Present Use: Vacant land.
- Owner: Avery Construction Limited

BACKGROUND

In 2015, City Council approved a temporary rezoning for a maximum of two years to permit the storage and processing of topsoil in conjunction with the construction project of St. Mary's College School.

ANALYSIS

Conformity with Official Plan

The Official Plan designates this property as Residential. Redesignating the property to Industrial Land Use on Schedule C (Land Use Map) of the Official Plan is required to permit the proposed uses.

Archeological Potential
Aerial imagery and past activity on the site demonstrate that significant soil disturbance occurred on the site.

As per section 2 of the Archeological Resources policy, archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance. An assessment is therefore not recommended.

Conformity with Provincial Policy Statement 2020
This proposal represents intensification of vacant underutilized land and the utilization of existing municipal infrastructure. This proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011
Approval of this application does not conflict with the Plan.

COMMENTS
The subject property is located on the south side of Second Line East. To the property's north, across Second Line East, is St. Mary's College. To the east and south are heavily treed vacant lands owned by Sault College, and to the west is a personal storage facility that is zoned Light Industrial (M1).

The applicant proposes up to 6 personal storage structures that are between 650m^2 and 930m^2 each, and one warehouse structure that is up to 2,800m^2. The existing residential structure will be removed.

All Light Industrial (M1) zone requirements are complied with, inclusive of a 15 metre front yard setback and an 8 metre setback from the lot lines that abut a non-industrial zoned lot.

Staff recommend deeming the site as an area of Site Plan Control. Prior to the issuance of a building permit, the applicant will need to enter into an agreement with the City. High quality landscaping for a gateway area, lighting and other details can be addressed at this stage. As per zoning by-law 4.10.1, outdoor storage areas shall be screened with visually solid screening at least 1.8m above established grade.

The proposal is compatible with nearby uses, including the existing storage facility located immediately west. Given its narrow frontage on Second Line East, the property's view from the street will be minimal. No impacts are anticipated from the approval of this application.

CONSULTATION
Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on April 15, 2021. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on April 17, 2021.

Public Comments
At the time of preparing this report on April 30, 2021, planning staff had received no comments from the public.

Application Circulation
As part of the application review process, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. No comment/objection: the Accessibility Advisory Committee, Building Division, Community Development and Enterprise Services, Economic Development Corporation, Fire Services, Legal Department, Ministry of Municipal Affairs and Housing, the Municipal Heritage Committee, and Public Works.

Engineering notes the following:

- Stormwater management may be required.

- There are existing storm and sanitary laterals to Second Line East. Our files indicate that there are equivalent local improvement charges ($4,843.67) owing prior to connection to the sanitary sewer system.

- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design.

- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

The Sault Ste. Marie Region Conservation Authority notes the following:

- The subject property is located in an area under the jurisdiction of the Conservation Authority and therefore any development will require a permit by SSMRCA under Ont. Reg. 176/06.

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, Ruscio Developments Inc. (c/o Joe Ruscio) wishes to redesignate and rezone the subject property to facilitate the construction of personal storage and warehouse units.

The property is located in the urban periphery of the “Connecting Link” segment of Second Line East. The proposal is compatible with the general area.

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

Resolved that the report of the Planner dated May 10, 2021 concerning rezoning and official plan amendment application A-9-21-Z.OP be received and that Council approve Official Plan Amendment #233 to permit industrial uses on the subject property; and

Further that Council rezone 885 Second Line East from Rural Area (RA) Zone to Light Industrial (M1) Zone;

And that the subject property be deemed subject to site plan control as per section 41 of the Planning Act;

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

Respectfully submitted,

Jonathan Kircal

Jonathan Kircal
Planner
705.759-6227
j.kircal@cityssm.on.ca



NOTES:

1. AREA OF SUBJECT LANDS = 1.568HA (3.87 ACRES)

2. EXISTING ZONING:
   - SUBJECT PROPERTY = RA (RURAL AREA)
   - WEST = M1 (LIGHT INDUSTRIAL)
   - EAST = RA (RURAL AREA)
   - SOUTH = I (INSTITUTIONAL)
   - NORTH = I (INSTITUTIONAL)

   PROPOSED ZONING:
   - M1 (LIGHT INDUSTRIAL ZONE)

3. SETBACKS:
   - FRONT YARD = 15m
   - INTERIOR SIDE YARD (W) = 4m
   - INTERIOR SIDE YARD (E) = 8m
   - REAR YARD = 8m

4. MAX. BUILDING HEIGHT = 15m

5. LANDSCAPING = 75% OF 30m REQ'D FRONTAGE
   = 22.5m x 15m SETBACK (MIN.)

6. PROPOSED USE:
   - A. PERSONAL STORAGE UNITS
   - B. WAREHOUSING (NO OUTDOOR STORAGE)
   - C. CONTRACTOR'S YARDS

- PRELIMINARY -

No.	DATE	BY	ISSUES / REVISIONS
1	MAR 26, 2021	KTN	RE-ISSUED FOR RE-ZONING APPLICATION
0	MAR 19, 2021	KTN	ISSUED FOR RE-ZONING APPLICATION

DRAWN BY: KTN
CHECKED BY:
DESIGNED BY: JVM
APPROVED BY:
SCALE: 1:1250
DATE: MAR 19, 2021
PROJECT No.: 21-1133
DRAWING No. Sk1
REVISION No. 1

- PRELIMINARY -

ENGINEER'S SEAL

PROJECT:
RUSCIO DEVELOPMENTS INC.
885 SECOND LINE EAST
SAULT STE. MARIE, ON

DRAWING:
RE-ZONING SKETCH
CONCEPTUAL DESIGN

TULLOCH ENGINEERING



Application Map Series

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

Legal Department Reference

Property Information

Civic Address: 885 Second Line East
Roll No.: 030080087000000
Map No.: 72/1-77
Application No.: A-9-21-Z
Date Created: April 7, 2021

Legend

Subject Property: 885 Second Line East

Parcel Fabric

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

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AMENDMENT NO. 233
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

PT SEC 32 TARENTORUS AS IN T224557 EXCEPT PT 16 T83525 & PT 1 1R12972; SAULT STE. MARIE, Located on the south side of Second Line East, approximately 85 metres east from the intersection of Pine Street and Second Line East. Civic Number 885 Second Line East.

BASIS

This Amendment is necessary in view of a request to permit certain industrial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the subject property from Residential to Industrial.

INTERPRETATION

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

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2021 04 28

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-9-21-Z.OP
885 Second Line East
Ruscio Developments Inc.

The Engineering Division has reviewed the above noted application and provides the following:

- Stormwater management may be required.
- There are existing storm and sanitary laterals to Second Line East. Our files indicate that there are equivalent local improvement charges ($4,843.67) owing prior to connection to the sanitary sewer system.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design.
- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

April 9, 2021

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-9-21-Z.OP
Ruscio Developments Inc.
885 Second Line East
Sault Ste. Marie

The subject property, 885 Second Line East is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



Application Map Series

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

Legal Department Reference

Property Information

Civic Address: 885 Second Line East
Roll No.: 030080087000000
Map No.: 72/1-77
Application No.: A-9-21-Z
Date Created: April 7, 2021

Legend

Subject Property: 885 Second Line East
Parcel Fabric

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Orthophoto: 2016 20cm Colour
Projection Details:
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GCS North American 1983

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Application Map Series

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

Legal Department Reference

Schedule "A"

Property Information

Civic Address: 885 Second Line East
Roll No.: 030080087000000
Map No.: 72/1-77
Application No.: A-9-21-Z
Date Created: April 7, 2021

Legend

Subject Property: 885 Second Line East

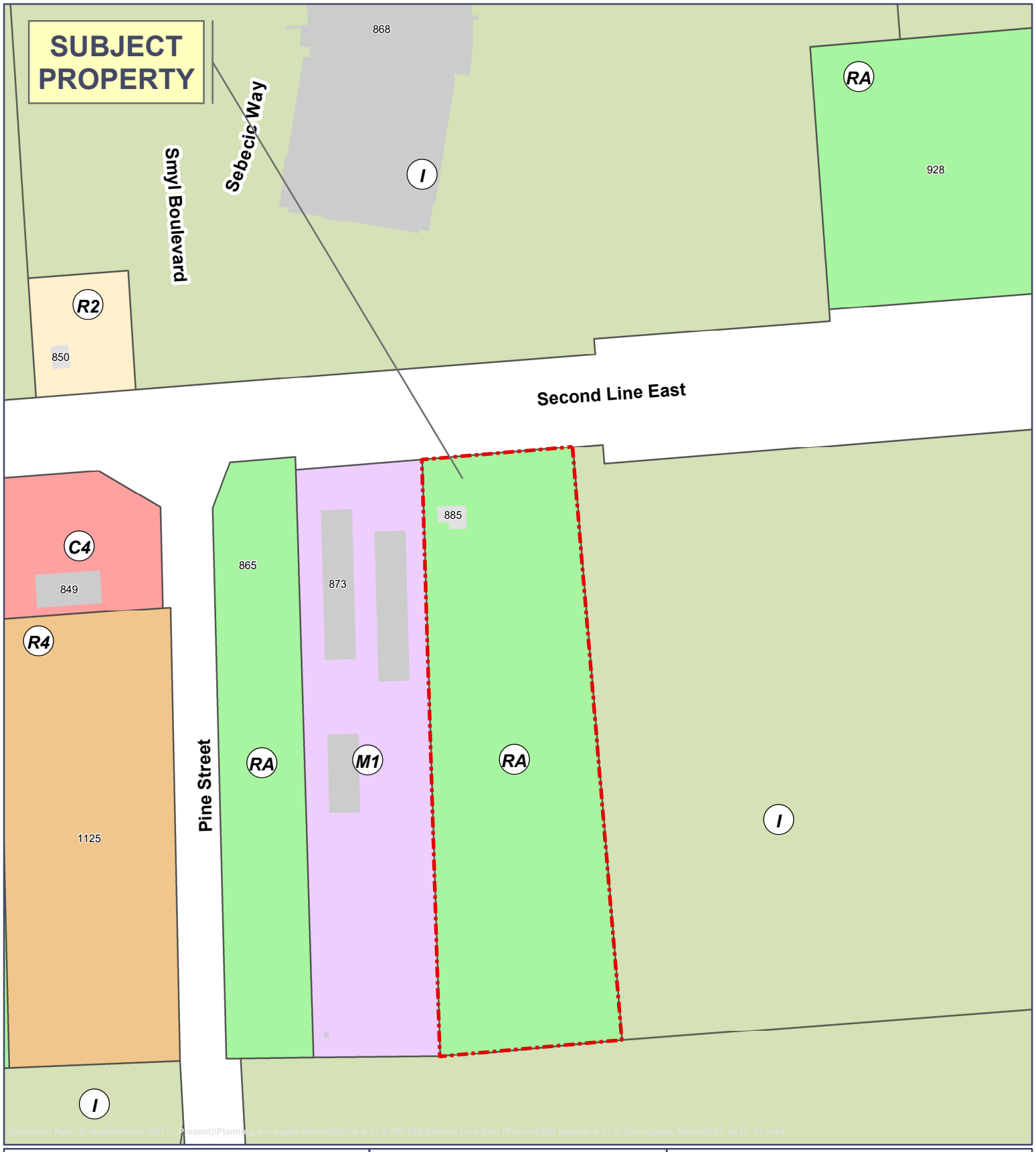
Parcel Fabric

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Application Map Series

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

Property Information

Civic Address: 885 Second Line East
Roll No.: 030080087000000
Map No.: 72/1-77
Application No.: A-9-21-Z
Date Created: April 7, 2021

Legend

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

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 10 20 40 Meters
1:2,000

N

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

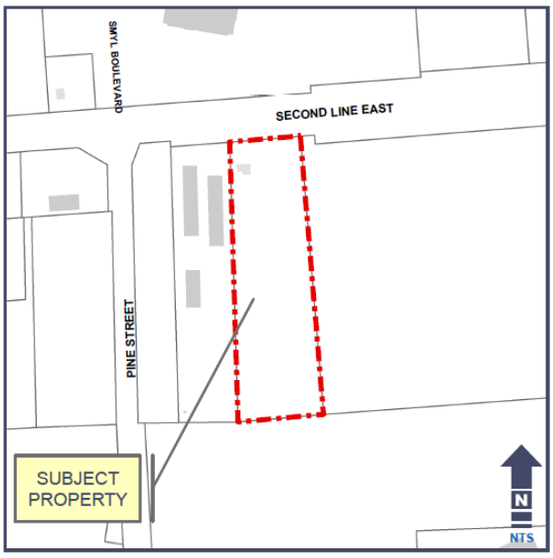
885 Second Line East
Application No.: A-9-21-Z.OP
Applicant: Ruscio Developments Inc. (c/o Joe Ruscio)

Date: May 10, 2021
Time: 5:30 PM

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

PURPOSE

The applicant, Ruscio Developments Inc. (C/O Joe Ruscio) wishes to redesignate and rezone the subject property to facilitate the construction of a +/- 30,000 sq.ft. warehouse and 4-6 7-10,000 sq.ft. self-storage facilities upon the subject property.



PROPOSED CHANGE

The applicant is seeking Council's approval of an Official Plan Amendment to redesignate the property from Residential to Industrial on Land Use Schedule C of the Official Plan and to rezone the subject property from Rural Area (RA) Zone to Light Industrial (M1) Zone.

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 Monday, May 10, 2021, at 5:30 p.m. to consider an Official Plan Amendment and Zoning By-law Amendment (under sections 17, 22 and 34 of the Planning Act, R.S.O 1990, c. P13, 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, May 7, 2021 as part of City Council's Agenda. Please contact the Planning Division at 705-759-5368 or planning@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 the Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to planning@cityssm.on.ca with your name, address and application file number on or before **Monday, May 10, 2021**.

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.

DECISION NOTE

SUBJECT:	**SAULT SMART GRID (SSG) PROJECT APPROVAL**
PRESENTED TO:	**SAULT STE. MARIE CITY COUNCIL**
MEETING DATE:	**MONDAY MAY 10, 2021**

SSG project Receives OEB Approval – following quote from the Decision and Order received April 29, 2021.

> ***In this Decision and Order, the Ontario Energy Board (OEB) approves the amended and restated Incremental Capital Module (ICM) application (Amended Application) filed by PUC Distribution for new rates effective May 1, 2022.***

REFERENCE/ BACKGROUND

Following a presentation by PUC In July 2018, Sault Ste. Marie City Council approved PUC Services' proposed Community Smart Grid Project (resolution below).

RESOLUTION OF THE SHAREHOLDER OF
PUC SERVICES INC. and PUC INC.

WHEREAS the PUC Inc. and PUC Services Board has approved the Smart Grid Proposal as presented on June 26, 2018 subject to the following conditions precedent:

- **Federal/Provincial funding approved (>$9 million)**
- **Shareholder approves the project**
- **OEB approval for the first of two consecutive ICMs in place**

AND WHEREAS the PUC Inc. and PUC Services Inc. Board is required to seek Shareholder approval for a single capital expenditure in excess of $5 million or any capital expenditure in aggregate in excess of $10 million. An approval decision is now being requested for the Smart Grid Proposal by the Shareholder.

BE IT RESOLVED THAT the Shareholder approves the Sault Smart Grid proposal as presented subject to the following remaining Conditions Precedent:

- Federal/Provincial funding approved (>$9 million)
- OEB approval for the first of two consecutive ICMs in place

The undersigned being the sole Shareholder of the Corporation hereby signs the foregoing resolution pursuant to the provisions of the Ontario Business Corporations Act.

Dated this 25 day of June, 2018

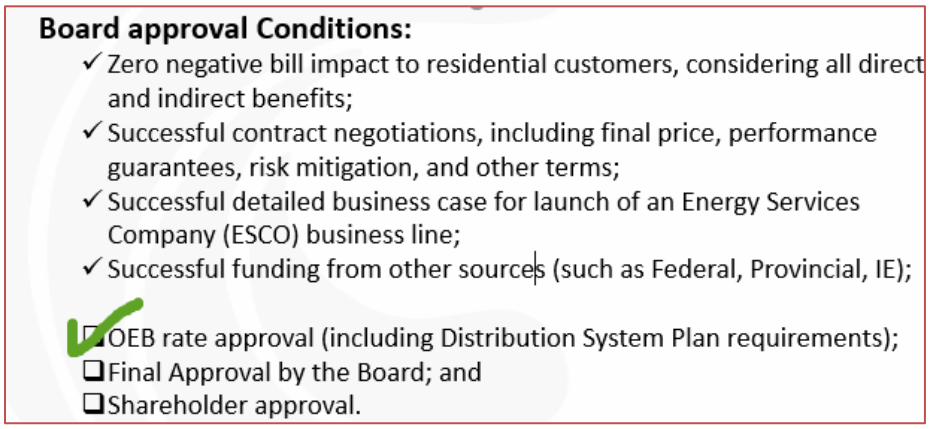
The Corporation of the City of Sault Ste. Marie

Per: _____
Christian Provenzano, Mayor

Per: _____
Malcolm White, City Clerk

The goal of this project is to modernize Sault Ste. Marie's electricity grid.

The PUC Board endorsement of the SSG project included an approval framework with several criteria (see chart below). With the SSG project having received regulatory approval from the OEB we are now bringing forward for final remaining Board and Shareholder approvals as set forth in our overall approval framework for the project.



The total Project cost estimate is $32,938,213. Included in this total cost estimate is the engineering, procurement, and construction (EPC) contract cost of $27,745,044 which is structured as a "maximum price limit" project consisting of two steps. Step 1 is defined as the Upfront Engineering for which pricing has been fixed at $5,086,378. Step 2 is defined as the Balance of Work and is set at a maximum limit of $22,658,667. The balance of the Project cost relates to PUC Distribution's own engineering, project management and legal costs.

PUC Distribution has a Contribution Agreement with NRCan for the SSG Project for funding under the NRCan Smart Grid Program. Under the Contribution Agreement, NRCan will fund the lesser of 25% of total eligible Project costs which is estimated as $8,109,553, for a net capital cost estimate for the SSG project of $24,828,660 which represents about a 25% increase in net fixed assets for PUC Distribution. An incremental revenue requirement of $875,610 will be realized from the project in 2022 rates. (note half-year rule applies until 2023 rebase).

Our overall estimate for project benefits remains very positive, even with the provincial government implementation of a substantial bill credit at the bottom line of currently 18.9%. In addition to direct customer benefits to their bill and reliability improvements there are also GHG savings estimates of approximately 2,800 tonnes CO2e in year 1 and growing over the 10-year horizon to a total of 44,748 tonnes CO2e.

The list of OEB directives outlined in the Decision and Order are listed below. Of note, is item 6 where-in the PUC will be asked to propose performance metrics with our next Cost of Service Application which are to include a symmetrical risk/benefit sharing metric on VVO performance savings.

THE ONTARIO ENERGY BOARD ORDERS THAT:

1. The Ontario Energy Board approves the amended and restated Incremental Capital Module (ICM) application filed by PUC Distribution Inc. for new rates effective May 1,

2022, subject to the conditions set out below.

2. The Accounting Order set out in Schedule A of this Decision and Order is approved.

3. PUC Distribution Inc. shall file its next rebasing application for 2023 rates no later than August 31, 2022.

4. PUC Distribution Inc. shall file an updated Distribution System Plan at the time of its next rebasing application which demonstrates how the SSG Project is being accommodated through the re-prioritization of other capital expenditures.

5. PUC Distribution Inc. shall provide a detailed report as part of its next rebasing application, which compares the SSG Project costs and benefits as implemented to what was forecast in this application.

6. PUC Distribution Inc. shall file all available information on the proposed Project performance metrics that it intends to track, along with proposed targets, in its next rebasing application. This shall include an appropriate metric and targets to symmetrically link the VVO performance of the Project to PUC Distribution Inc.'s allowable ROE for this Project.

7. PUC Distribution Inc. shall post on its public website a report, within 18 months of Project completion, and with annual updates for 10 years thereafter which shows the actual benefits of the SSG Project, broken down by customer class.

8. PUC Distribution shall include the approved ICM rate riders on its proposed tariff for its 2022 rate application.

9. Any EPC Contract liquidated damages resulting from "performance" or "delay" shall be used to reduce the Project capital cost and would be settled at the time of the next rebasing.

RECOMMENDATION

1) That the shareholder authorizes the Smart Grid project consistent with the Shareholder Agreement as follows:
'In accordance with clause (g) of Schedule "A" of the Shareholder Agreement with PUC Inc., that the City of Sault Ste. Marie hereby approves the capital expenditure and associated financing for the Smart Grid project.'

Prepared by:	**Robert Brewer**
Date:	**May 5, 2021**
Submitted by:	**Jim Boniferro**
Date:	**May 5, 2021**

RESOLUTION OF THE SHAREHOLDER OF
PUC INC.

BE IT RESOLVED THAT in accordance with clause (g) of Schedule A of the Shareholder Agreement with PUC Inc., that the City of Sault Ste. Marie hereby approves the capital expenditure and associated financing for the Smart Grid project

The undersigned being the sole Shareholder of the Corporation hereby signs each and every one of the foregoing resolutions pursuant to the provisions of the Ontario Business Corporations Act.

Dated this 6th day of May, 2021

The Corporation of the City of Sault Ste. Marie

Per: _____
Christian Provenzano, Mayor

Per: _____
Rachel Tyczinski, City Clerk

The Corporation of the
City of Sault Ste. Marie

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

May 10, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Madison Zuppa, Deputy City Clerk
DEPARTMENT:	Corporate Services
RE:	Boards and Committees of Council Review

Purpose

The purpose of this report is to establish a Task Force to undertake a comprehensive review of boards and committees to which Council makes appointments.

Background

City Council appoints members to various boards and committees including those that are legislated, established by Council, and external boards. Boards and committees serve different purposes, including statutory requirements, to provide expertise on specific projects or initiatives or to assist in decision-making in an advisory capacity. These boards and committees, and sub-committees, require municipal resources to participate in, support, and administer.

In 2019, KPMG completed a Third Party Service Review that identified the following opportunity:

> "Investigate the number of committees and sub-committees of Council and the associated impact on effective decision making and use of resources.
>
> To ensure that the City is maximizing the use of both Council and staff resources, the City may wish to review the mandate of each committee and subcommittee. The purpose of the review would be to determine whether or not their original intent is still being achieved and how it assists in effective decision making".

The last comprehensive review of boards and committees of Council was completed in 2007.

Analysis

City staff is requesting the establishment of a Boards and Committees Review Task Force with the following composition:

- Three members of City Council;
- City Clerk;
- Deputy City Clerk;
- City Solicitor;
- Deputy CAO, Community Development and Enterprise Services; and
- Manager of Recreation and Culture

The boards and committees review will include consultation with staff liaisons and input from respective Chairs, and will investigate: statutory requirements; terms of reference; membership composition and attendance; meeting frequency and duration; outcomes and accomplishments; and if the groups are fulfilling their original intent. Staff will compare the City's board and committee structure against other Northern and other similar sized municipalities.

It is anticipated that the Task Force would meet three to four times prior to bringing recommendations to Council.

The appointment process to boards and committees of Council will be reviewed separately as part of the Procedure By-law Review.

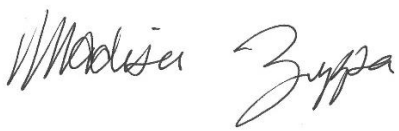
Financial Implications
There are no financial implications with the establishment of the Boards and Committees Review Task Force. Any financial implications that result from the review will be brought back to Council at a future meeting for consideration.

Strategic Plan / Policy Impact
This report is linked to the Accountability and Transparency corporate value.

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

Resolved that the report of Madison Zuppa, Deputy City Clerk dated May 10, 2021 concerning Boards and Committees of Council Review be received and that the City Clerk, Deputy City Clerk, City Solicitor, Deputy CAO, Community Development and Enterprise Services, Manager of Recreation and Culture, _____, _____, and _____ be appointed to the Boards and Committees Review Task Force.

Respectfully submitted,



Madison Zuppa
Deputy City Clerk
705.759.5392
m.zuppa@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-85

FINANCE: A by-law to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 296 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **MUNICIPAL AUDITORS APPOINTED**

The firm of KPMG LLP is hereby appointed as municipal auditor to provide External Audit Services for the one year period for the 2021 year end audit.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of May, 2021.

_____

MAYOR - CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-86

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Non-Accumulation of Limits.

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 February 28, 2021 between the City and Intact Insurance Company, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Non-Accumulation of Limits.

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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Non-Accumulation of Limits Agreement

by and between

Intact Insurance Company
Toronto, Ontario, Canada

(hereinafter called the "Insurer")

and

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
99 FOSTER DRIVE
SAULT STE MARIE, ON P6A 5X6

(hereinafter, along with all other entities identified as a Named Insured under the policies of insurance subject to this agreement, are collectively called the "Client")

WITNESSETH:

WHEREAS, the Insurer has issued policies of insurance covering certain liabilities and risks arising out of the operations of the Client as described in the policies of insurance; and

WHEREAS, the Insurer requires delivery of this Non-Accumulation of Limits Agreement as part of the consideration for the issuance of the aforementioned policies of insurance;

NOW, THEREFORE in consideration of the premium charged and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, it is agreed as follows:

1. Term

This Agreement is effective at 12:01 a.m. Eastern Standard Time on the 28th day of February, 2021 and shall remain in force and effect until terminated as provided in Section 7.

2. Insurance Policies

The Insurer has issued the following policies of insurance which, together with all endorsements, riders and renewals, will be governed by this Agreement:

Policy #	Named Insured	Effective Date	Limit of Insurance
A199522	THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND SAULT STE. MARIE POLICE SERVICES BOARD	February 28, 2021	$ 15,000,000
G157177	THE CORPORATION OF THE CITY OF SAULT STE. MARIE - GARAGE	February 28, 2021	$ 15,000,000
A199523	THE CORPORATION OF THE CITY OF SAULT STE. MARIE (TRANSIT)	February 28, 2021	$ 15,000,000

It is expressly understood and agreed that the policies may be amended or renewed from time to time upon agreement between the Insurer and the Client.

3. Non-Accumulation of Limits

The Client and Insurer agree that, for any claim covered under more than one Ontario Automobile Policy (OAP 1) or Ontario Garage Automobile Policy (OAP 4) issued to the Named Insured by or on behalf of Intact Insurance Company under the policies listed above, the maximum amount paid for such occurrence, claim or suit under all applicable policies will not exceed the highest limit available under any one policy.

It is further agreed that each policy shall not be deemed to be in excess or coinsuring coverage with respect to any loss which may be covered under any other policy and in no event will coverage limits be applied from more than one policy for the same loss.

4. Invalidity and Severability

If any provision of this Agreement shall be found by a competent court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

5. Changes to this Agreement

The terms of this Agreement shall not be waived or changed except by Addendum, issued to form a part hereof, executed by a duly authorized representative of the Client and the Insurer.

6. Successors and Assigns

All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, whether so expressed or not; however, no party hereto shall assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto.

7. Termination

This is a continuing Agreement which remains in full force and effect until such time as all obligations and liabilities of the Insurer and/or the Client under the policies listed in Section 2 have terminated and been fully discharged.

8. Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9. Notice

All notices, demands, letters or other communications to the respective parties shall be in writing and sent by courier or mailed by registered mail, addressed as follows:

If to the Client:

Mail: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
99 FOSTER DRIVE
SAULT STE. MARIE, ON P6A 5X6

Attention:

Telephone:

If to the Insurer:

Mail: **Intact Insurance Company**
700 University Avenue
Toronto, Ontario, Canada
M5G 0A1

Any notice, demand, letter or other communication shall be deemed to have been received on the fifth business day after mailing, or if delivered by courier, shall be deemed to have been received at the time it is delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Intact Insurance Company

By: _____

Title: AUTHORIZED REPRESENTATIVE

Dated: March 1, 2021

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Title: Mayor Christian Provenzano

By: _____

Title: City Clerk Rachel Tyczinski

Dated: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-87

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement (Transit).

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 February 28, 2021 between the City and Intact Insurance Company, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Indemnity Agreement (Transit).

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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Indemnity Agreement

by and between

Intact Insurance Company
Toronto, Ontario, Canada

(hereinafter called the "Insurer")

and

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (TRANSIT)
P.O. BOX 580, 99 FOSTER DRIVE
SAULT STE MARIE, ON P6A 5N1

(hereinafter collectively called the "Client")

WITNESSETH:

WHEREAS, the Insurer has issued a policy of insurance bearing policy number A199523 covering certain liabilities and risks arising out of the operations of the Client as described in the policy of insurance; and

WHEREAS, the Insurer requires delivery of this Indemnity Agreement as part of the consideration for the issuance of the aforementioned policy of insurance;

NOW, THEREFORE in consideration of the premium charged and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, it is agreed as follows:

1. Term

This Agreement is effective at 12:01 a.m. Eastern Standard Time on the 28th day of February, 2021 and shall remain in force and effect until terminated as provided in Section 13.

2. Insurance Policy

The Insurer has issued a policy of insurance bearing policy number A199523, which, together with all renewals and riders will be governed by this Agreement.

It is expressly understood and agreed that the policy may be amended or renewed from time to time upon agreement between the Insurer and the Client. The Client agrees that this Agreement and the indemnity and/or reimbursements contained or provided for herein shall remain enforceable against it notwithstanding any such amendment or renewal.

3. Retention Amount

The aggregate amount not exceeding $25,000 (Cdn.) for policy A199523, paid or payable by the Insurer under or in connection with the policy with respect to Third Party Liability (including Loss Transfer) and Accident Benefits, for any one occurrence, including all losses, claim payments, costs, claims, damages, charges, expenses, liabilities and legal obligations, howsoever arising, which the Insurer or its successors or assigns may sustain or incur, is hereinafter referred to as the "Retention Amount".

4. Indemnification

The Client shall reimburse, indemnify and hold harmless the Insurer, its successors and assigns against the amount not exceeding the applicable Retention Amount for each occurrence in respect of which a claim is made under the Policy.

In the event that any other insurance carrier has a duty to pay any obligation to the Client hereunder, such obligation shall not diminish the Client's obligation to indemnify hereunder unless and until payment is received by the Insurer.

Losses payable by the Insurer as a result of the Direct Compensation Agreement in the provinces of Ontario, Quebec, New Brunswick, Nova Scotia and Prince Edward Island are not subject to reimbursement under this Agreement.

This agreement will also apply to losses payable by the Insurer where coverage provided by the policy is excess of the Government administered Automobile Insurance plans in the provinces of Manitoba, Saskatchewan or British Columbia.

5. Certain Rights and Obligations

The Insurer and its duly authorized representatives shall investigate and settle all claims, suits and proceedings against the policy. Any representative must have all appropriate licenses to act in this capacity and, in regard to claims handling within the Retention Amount, the name of any such representative shall be submitted to the Client.

The Client shall notify the Insurer directly and promptly of any potential or incurred claim, third party claim, accident benefit claim or uninsured motorist claim.

The Client shall have the right and opportunity to associate with the Insurer, at the Client's sole expense, in the defense of any claim which the parties determine, acting reasonably, should not exceed the Retention Amount, in which event, the Client and the Insurer shall cooperate fully. In no event will the Insurer be required to contribute to the costs and expenses incurred by the Client for obligations assumed under this Agreement. The Insurer shall have the right to settle any claim, suit or proceeding brought under the policy.

The Client agrees that the Insurer shall not be required to make any payment or contribute to any costs or expenses arising out of obligations under the Retention Amount, without the Insurer being reimbursed or being satisfied that it will be reimbursed by the Client in the full amount of the payment, including applicable costs and disbursements.

6. Errors and Omissions

This Agreement having been made in good faith, the interests of the parties hereto shall not be prejudiced by any inadvertent error or omission which may occur in the application or implementation of this Agreement; and upon discovery of any error or omission, prompt rectification will be made to correct any such error or omission and any payments made as a result of such error or omission shall be promptly refunded.

7. Inspection and Audit

The books and records of each party hereto and their representatives, insofar as they concern this Agreement or the Retention Amount of the policy, shall be open to inspection by an authorized representative of the other party at any and all reasonable times ten (10) business days after submitting a written request to initiate said inspection until such time as all obligations and liabilities of the Insurer and Client under this Agreement have terminated and been discharged.

8. Invalidity and Severability

If any provision of this Agreement shall be found by a competent court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

9. Changes to this Agreement

The terms of this Agreement shall not be waived or changed except by Addendum, issued to form a part hereof, executed by a duly authorized representative of the Client and the Insurer.

10. Arbitration

If a dispute arises which the parties cannot mutually resolve, the matter in dispute shall be submitted to arbitration by a single arbitrator selected by mutual agreement of the parties. Except as expressly provided herein, the provisions of the

Arbitration Act, 1991 of Ontario shall apply to any such arbitration. The costs of the arbitration and the award shall be in the discretion of the arbitrator who may direct to and by whom, and in what manner, the costs or any part of them shall be paid. Any decision of the arbitrator shall be final and binding on each party thereto and each party shall not appeal from any such decision.

11. Non-waiver of Rights

Forbearance, neglect or failure by any party to this Agreement to enforce any provision of this Agreement shall not be construed as a waiver of any rights or privileges hereunder. Notwithstanding the fact that past behaviour did not elicit strict adherence to the terms and conditions of this Agreement, the terms and conditions of this Agreement may be strictly enforced at any time.

12. Successors and Assigns

All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, whether so expressed or not; however, no party hereto shall assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto.

13. Termination

This is a continuing Agreement which remains in full force and effect until such time as all obligations and liabilities of the Insurer and Client have terminated and been discharged. This Agreement may only be terminated by the Insurer; however, the Insurer hereby agrees to terminate the Agreement upon satisfying itself and the Client that all its outstanding and potential obligations under the policy have been discharged.

14. Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. Notice

All notices, demands, letters or other communications to the respective parties shall be in writing and sent by courier or mailed by registered mail, addressed as follows:

If to the Client:

Mail: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE (TRANSIT)**
P.O. BOX 580, 99 FOSTER DRIVE
SAULT STE MARIE, ON P6A 5N1

Attention:

Telephone:

If to the Insurer:

Mail: **Intact Insurance Company**
700 University Avenue
Toronto, Ontario, Canada
M5G 0A1

Any notice, demand, letter or other communication shall be deemed to have been received on the fifth business day after mailing, or if delivered by courier, shall be deemed to have been received at the time it is delivered.

16. References to "Client" and "Insurer"

A reference to "Client" shall mean, as the context may require, a reference to any order of the entities defined as "Client" on page 1 hereof, and a reference to "Insurer" shall mean, as the context may require, Intact Insurance Company who issues a policy of insurance hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Intact Insurance Company		**THE CORPORATION OF THE CITY OF SAULT STE. MARIE (TRANSIT)**	
		By:	
		Title: Mayor Christian Provenzano	
By:		By:	
Title:	AUTHORIZED REPRESENTATIVE	Title:	City Clerk Rachel Tyczinski
Dated:	March 1, 2021	Dated:	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-88

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement (Fleet).

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 February 28, 2021 between the City and Intact Insurance Company, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Indemnity Agreement (Fleet).

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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Indemnity Agreement

by and between

Intact Insurance Company
Toronto, Ontario, Canada

(hereinafter called the "Insurer")

and

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
AND SAULT STE. MARIE POLICE SERVICES BOARD
99 FOSTER DRIVE
SAULT STE. MARIE, ON P6A 5X6

(hereinafter collectively called the "Client")

WITNESSETH:

WHEREAS, the Insurer has issued a policy of insurance bearing policy number A199522 covering certain liabilities and risks arising out of the operations of the Client as described in the policy of insurance; and

WHEREAS, the Insurer requires delivery of this Indemnity Agreement as part of the consideration for the issuance of the aforementioned policy of insurance;

NOW, THEREFORE in consideration of the premium charged and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, it is agreed as follows:

1. Term

This Agreement is effective at 12:01 a.m. Eastern Standard Time on the 28th day of February, 2021 and shall remain in force and effect until terminated as provided in Section 13.

2. Insurance Policy

The Insurer has issued a policy of insurance bearing policy number A199522, which, together with all renewals and riders will be governed by this Agreement.

It is expressly understood and agreed that the policy may be amended or renewed from time to time upon agreement between the Insurer and the Client. The Client agrees that this Agreement and the indemnity and/or reimbursements contained or provided for herein shall remain enforceable against it notwithstanding any such amendment or renewal.

3. Retention Amount

The aggregate amount not exceeding $25,000 (Cdn.) for policy A199522, paid or payable by the Insurer under or in connection with the policy with respect to Third Party Liability (including Loss Transfer), for any one occurrence, including all losses, claim payments, costs, claims, damages, charges, expenses, liabilities and legal obligations, howsoever arising, which the Insurer or its successors or assigns may sustain or incur, is hereinafter referred to as the "Retention Amount".

4. Indemnification

The Client shall reimburse, indemnify and hold harmless the Insurer, its successors and assigns against the amount not exceeding the applicable Retention Amount for each occurrence in respect of which a claim is made under the Policy.

In the event that any other insurance carrier has a duty to pay any obligation to the Client hereunder, such obligation shall not diminish the Client's obligation to indemnify hereunder unless and until payment is received by the Insurer.

Losses payable by the Insurer as a result of the Direct Compensation Agreement in the provinces of Ontario, Quebec, New Brunswick, Nova Scotia and Prince Edward Island are not subject to reimbursement under this Agreement.

This agreement will also apply to losses payable by the Insurer where coverage provided by the policy is excess of the Government administered Automobile Insurance plans in the provinces of Manitoba, Saskatchewan or British Columbia.

5. Certain Rights and Obligations

The Insurer and its duly authorized representatives shall investigate and settle all claims, suits and proceedings against the policy. Any representative must have all appropriate licenses to act in this capacity and, in regard to claims handling within the Retention Amount, the name of any such representative shall be submitted to the Client.

The Client shall notify the Insurer directly and promptly of any potential or incurred claim, third party claim, accident benefit claim or uninsured motorist claim.

The Client shall have the right and opportunity to associate with the Insurer, at the Client's sole expense, in the defense of any claim which the parties determine, acting reasonably, should not exceed the Retention Amount, in which event, the Client and the Insurer shall cooperate fully. In no event will the Insurer be required to contribute to the costs and expenses incurred by the Client for obligations assumed under this Agreement. The Insurer shall have the right to settle any claim, suit or proceeding brought under the policy.

The Client agrees that the Insurer shall not be required to make any payment or contribute to any costs or expenses arising out of obligations under the Retention Amount, without the Insurer being reimbursed or being satisfied that it will be reimbursed by the Client in the full amount of the payment, including applicable costs and disbursements.

6. Errors and Omissions

This Agreement having been made in good faith, the interests of the parties hereto shall not be prejudiced by any inadvertent error or omission which may occur in the application or implementation of this Agreement; and upon discovery of any error or omission, prompt rectification will be made to correct any such error or omission and any payments made as a result of such error or omission shall be promptly refunded.

7. Inspection and Audit

The books and records of each party hereto and their representatives, insofar as they concern this Agreement or the Retention Amount of the policy, shall be open to inspection by an authorized representative of the other party at any and all reasonable times ten (10) business days after submitting a written request to initiate said inspection until such time as all obligations and liabilities of the Insurer and Client under this Agreement have terminated and been discharged.

8. Invalidity and Severability

If any provision of this Agreement shall be found by a competent court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

9. Changes to this Agreement

The terms of this Agreement shall not be waived or changed except by Addendum, issued to form a part hereof, executed by a duly authorized representative of the Client and the Insurer.

10. Arbitration

If a dispute arises which the parties cannot mutually resolve, the matter in dispute shall be submitted to arbitration by a single arbitrator selected by mutual agreement of the parties. Except as expressly provided herein, the provisions of the

Arbitration Act, 1991 of Ontario shall apply to any such arbitration. The costs of the arbitration and the award shall be in the discretion of the arbitrator who may direct to and by whom, and in what manner, the costs or any part of them shall be paid. Any decision of the arbitrator shall be final and binding on each party thereto and each party shall not appeal from any such decision.

11. Non-waiver of Rights

Forbearance, neglect or failure by any party to this Agreement to enforce any provision of this Agreement shall not be construed as a waiver of any rights or privileges hereunder. Notwithstanding the fact that past behaviour did not elicit strict adherence to the terms and conditions of this Agreement, the terms and conditions of this Agreement may be strictly enforced at any time.

12. Successors and Assigns

All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, whether so expressed or not; however, no party hereto shall assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto.

13. Termination

This is a continuing Agreement which remains in full force and effect until such time as all obligations and liabilities of the Insurer and Client have terminated and been discharged. This Agreement may only be terminated by the Insurer; however, the Insurer hereby agrees to terminate the Agreement upon satisfying itself and the Client that all its outstanding and potential obligations under the policy have been discharged.

14. Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. Notice

All notices, demands, letters or other communications to the respective parties shall be in writing and sent by courier or mailed by registered mail, addressed as follows:

If to the Client:

Mail: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND SAULT STE. MARIE POLICE SERVICES BOARD**
99 FOSTER DRIVE
SAULT STE. MARIE, ON P6A 5X6

Attention:

Telephone:

If to the Insurer:

Mail: **Intact Insurance Company**
700 University Avenue
Toronto, Ontario, Canada
M5G 0A1

Any notice, demand, letter or other communication shall be deemed to have been received on the fifth business day after mailing, or if delivered by courier, shall be deemed to have been received at the time it is delivered.

16. References to "Client" and "Insurer"

A reference to "Client" shall mean, as the context may require, a reference to any order of the entities defined as "Client" on page 1 hereof, and a reference to "Insurer" shall mean, as the context may require, Intact Insurance Company who issues a policy of insurance hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Intact Insurance Company

By: _____

Title: AUTHORIZED REPRESENTATIVE

Dated: March 1, 2021

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
AND SAULT STE. MARIE POLICE SERVICES BOARD

By: _____

Title: Mayor Christian Provenzano

By: _____

Title: City Clerk Rachel Tyczinski

Dated: _____

By: _____

Title: _____

SAULT STE. MARIE POLICE SERVICES BOARD

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-89

REGULATIONS: (R1.41/R1.1) A by-law to exempt the Ermatinger●Clergue National Historic Site, 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, the Ermatinger●Clergue National Historic Site may be allowed to discharge a firearm from May 10, 2021 to December 18, 2021.

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

   Despite the provisions of By-law 80-200 the noise associated with the Ermatinger●Clergue National Historic Site from May 10, 2021 to December 18, 2021 is deemed not to be in violation of By-law 80-200.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of May, 2021.

_____
MAYOR – CHRISTIAN PROVENZANO

_____
CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-89 ERMATINGER NOISE AND FIREARMS EXEMPTION.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-90

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 883 Trunk Road (1584920 Ontario Inc. c/o Christine Whalen).

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. **883 TRUNK ROAD; LOCATED ON THE SOUTH SIDE OF TRUNK ROAD, APPROXIMATELY 107M SOUTH WEST OF ITS INTERSECTION WITH DACEY ROAD; CHANGE FROM HZ TO HZ.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 13/1-12 of Schedule "A" to By-law 2005-150, is changed from HZ (Highway) zone to HZ.S (Highway) zone with a "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(411) and heading as follows:

"2(411) 883 Trunk Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Trunk Road, approximately 107m south west of its intersection with Dacey Road and having civic no. 883 Trunk Road and outlined and marked "Subject Property" on the map attached as Schedule 411 hereto is changed from HZ (Highway) zone to HZ.S (Highway) zone with a "Special Exception" to, in addition to those uses permitted in an HZ zone:

1. Permit retail trade on the subject property; and,
2. Reduce the required number of parking spaces from 25 to 19 spaces."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

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

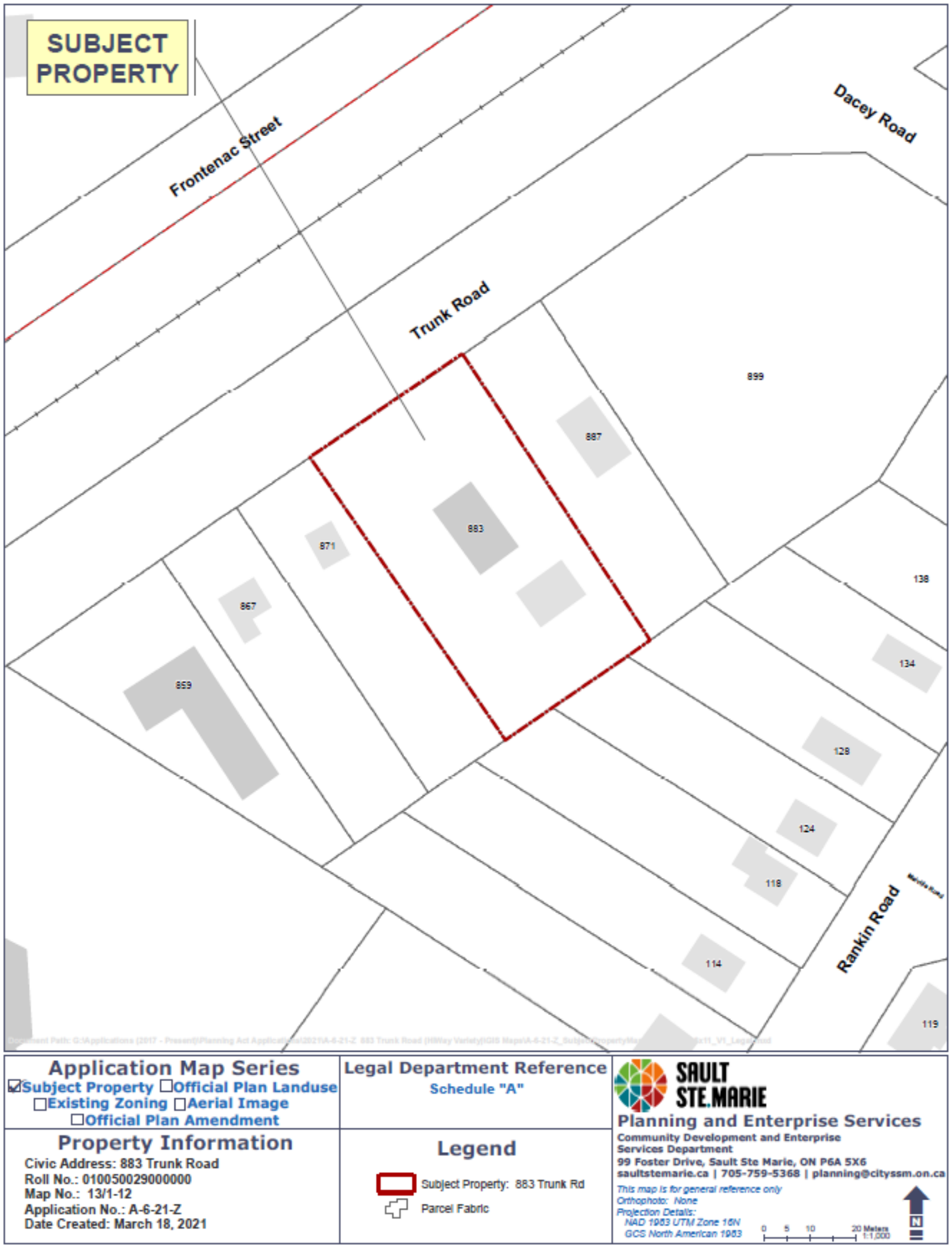
PASSED in Open Council this 10th day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\Trunk Road, 883\2021-90 (Z) 883 Trunk Road.docx

SCHEDULE “A” TO BY-LAW 2021-90 AND
SCHEDULE 411 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-91

AGREEMENT: A by-law to authorize the execution of the Agreement between the Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding for court security and prisoner transport until December 31, 2021.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2021 between the City and Her Majesty the Queen in right of Ontario as represented by the Solicitor General, a copy of which is attached as Schedule “A” hereto. This Agreement is for funding for court security and prisoner transport until December 31, 2021.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\Citydata\legal\Staff\COUNCIL\BY-LAWS\2021\2021-91 Court Security & Prisoner Transportation.docx

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2021

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Solicitor General

(the **"Province")**

- and -

The Corporation of the City of Sault Ste. Marie

(the **"Recipient")**

BACKGROUND

A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the "Program") in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;

B. The Province will upload CSPT costs from municipalities to a maximum of $125 million in 2021;

C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;

D. The Recipient has provided its 2019 CSPT costs, as confirmed in the 2019 Annual Financial Report submitted by the Recipient;

E. Funding is allocated based on the Recipient's relative share of the total 2019 provincial CSPT cost.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Payment Plan and Reporting Schedules
Schedule “E” - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
Schedule “F” - Template for Annual Financial Report, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Solicitor General

_____ _____

Date Name: Richard Stubbings
Title: Assistant Deputy Minister
Public Safety Division

The Corporation of the City of Sault Ste. Marie

_____ _____

Date Name:
Title:

I have authority to bind the Recipient.

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Court Security and Prisoner Transportation Services" means the services and activities eligible for funding, as set out in Schedule "E".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to enable the Recipient's ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

(h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with Schedule “D”; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or

(d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and

(d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

(b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A7.2;

(b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province for the Project; and

(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 **No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);

(b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A13.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	**$699,186.08**
Expiry Date	December 31, 2021
Insurance	$5,000,000.00
Contact information for the purposes of Notice to the Province	**Name:** Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section **Address:** 25 Grosvenor Street Toronto ON M7A 2H3 **Attention:** Fionne Yip, Community Safety Analyst **Fax:** 416-314-3092 **Email:** Fionne.Yip@ontario.ca
Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement	**Name:** The Corporation of the City of Sault Ste. Marie **Address:** 99 Foster Drive Sault Ste. Marie ON P6A 5X6 **Attention:** Ms. Shelley Schell Chief Financial Officer / City Treasurer **Email:** finance@cityssm.on.ca; s.schell@cityssm.on.ca

Additional Provisions:

None

SCHEDULE “C”
PROJECT

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of $125 million in 2021.

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

SCHEDULE "D"
PAYMENT PLAN AND REPORTING SCHEDULES

The Funds in the amount of **$699,186.08** will be provided to the Recipient according to the following schedule:

A. First instalment: **$174,796.52** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.

B. Second Instalment: **$174,796.52** will be paid to the Recipient, following the Province's receipt and approval of the 2020 Annual Financial Report (due April 15, 2021). *Subsequent payments will not be released until the Province has received and approved the 2020 Annual Financial Report.*

C. Third Instalment: **$174,796.52** will be paid to the Recipient by the end of September 2021.

D. Final instalment: **$174,796.52** will be paid to the Recipient by the end of December 2021.

E. The Recipient must submit the 2021 Annual Financial Report to the Province by April 15, 2022.

SCHEDULE "E"
COURT SECURITY AND PRISONER TRANSPORTATION
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING

A. COURT SECURITY includes:

1. Facility Perimeter Security
Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security
Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence
Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse
Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells
Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

6. Prisoner Feeding
Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport
Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth
Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Costs associated with training that is relevant to court security and prisoner transportation only.

2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.

3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:

Court Administration
Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "F"
TEMPLATE FOR ANNUAL FINANCIAL REPORT

REPORTING MUNICIPALITY: (please select from drop down list)			
CONTACT INFORMATION:			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	Email:
Address:			
City:		Postal Code:	
LOCAL POLICE SERVICE:			
Name of Municipal or Regional Police Service or OPP Detachment:			

ANNUAL EXPENDITURE SUMMARY:	
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED). *For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.*	
Allocation:	
COURT SECURITY COSTS	
a) Total gross annual court security costs:	
b) Total annual payments provided to other municipalities for court security:	
c) Total annual payments received from other municipalities for court security:	
d) Total annual payments received from other funding sources for court security:	
e) Total net annual court security costs (a + b - c - d):	*$0.00*
PRISONER TRANSPORTATION COSTS	
f) Total gross annual prisoner transportation costs:	
g) Total annual payments provided to other municipalities for prisoner transportation:	
h) Total annual payments received from other municipalities for prisoner transportation:	
i) Total annual payments received from other funding sources for prisoner transportation:	
j) Total net annual prisoner transportation costs (f + g - h - i):	*$0.00*
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):	**$0.00**
Variance (Allocation - Total Net Annual Costs):	$0.00

SIGNATURE OF AUTHORIZED OFFICIAL:		
I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.		
Title:	Print Name:	
Signature:		Date:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-93

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and 818185 Ontario Inc. o/a Robertson Restoration for foundation restoration repair at the Ermatinger-Clergue National Historic Site.

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 818185 Ontario Inc. o/a Robertson Restoration, a copy of which is attached as Schedule “A” hereto. This Agreement is for foundation restoration repair at the Ermatinger-Clergue National Historic Site.

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\Citydata\legal\Staff\COUNCIL\BY-LAWS\2021\2021-93 Foundation Repair Ermatinger.docx

CCDC 2

stipulated price contract

2 0 0 8

Foundation Restoration/Repair
File # 2021CDE-CS-EC-02-T
Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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

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

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the _____ day of _____ in the year 2021 .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

818185 Ontario Inc. o/a Robertson Restoration

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

Foundation Restoration/Repair

insert above the name of the Work

located at

Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario

insert above the Place of the Work

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

Pinchin Ltd.

insert above the name of the Consultant

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

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

1.3 commence the *Work* by the _____ day of _____ in the year 2021 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the _____ day of _____ 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*.

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ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

Specification and Tender Documents for Foundation Restoration/Repair Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario (dated February 1, 2021):

Section 00 01 01 – Project Title Page 1
Section 00 01 10 – Table of Contents 2
Section 00 21 13 – Instructions to Bidders 5
Section 00 41 00 – Bid Form 4
Section 00 72 13 – General Conditions..... 2
Section 00 73 00 – Supplementary Conditions 3
Section 01 11 00 – Summary of Work 4
Section 01 11 50 – General Instructions 9
Section 01 25 13 – Project Substitution Procedures 2
Section 01 33 00 – Submittals 2
Section 01 50 00 – Temporary Facilities & Controls 4
Section 01 77 00 – Closeout Submittals 5
Section 02 41 00 – Selective Demolition and Removal 3
Section 04 03 43 – Historic Stone Masonry Repointing 6
Section 06 20 00 – Finish Carpentry 3
Section 07 13 00 – Sheet Waterproofing 4
Section 07 92 00 – Sealants 8
Section 09 91 13 – Exterior Painting 6
Section 31 23 21 – Excavation and Backfilling 5

A0 – General Notes
A1 – Site Plan
A2 – Elevations
A3 – Plan View
A4 – Details
S1 – Floor Joist Reinforcing

Addendum No. 1 (dated February 8, 2021)
Addendum No. 2 (dated February 22, 2021)
Addendum No. 3 (dated March 1, 2021)

Bid completed by 818185 Ontario Inc. o/a Robertson Restoration (dated March 1, 2021)

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

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ARTICLE A-4 CONTRACT PRICE

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

One hundred and fifty-eight thousand, four hundred dollars
/100 dollars $ 158,400.00

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

Twenty thousand, five hundred and ninety-two dollars
/100 dollars $ 20,592.00

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

One hundred and seventy-eight thousand, nine hundred and ninety-two dollars
/100 dollars $ 178,992.00

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

Bank of Canada

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

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

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

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

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

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive - Level 2, Sault Ste. Marie, ON P6A 5X6

address

facsimile number

v.mcleod@cityssm.on.ca

email address

Contractor

818185 Ontario Inc. o/a Robertson Restoration

*name of Contractor**

PO Box 1660, Brantford, ON N3T 5V7

address

facsimile number

jamie@robertsonrestoration.com

email address

Consultant

Pinchin Ltd.

*name of Consultant**

200 - 1 Hines Road, Kanata, ON K2K 3C7

address

(613) 592-5897

facsimile number

jhowes@pinchin.com

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

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ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

Mayor - Christian Provenzano

name and title of person signing

signature

City Clerk - Rachel Tyczinski

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

818185 Ontario Inc. o/a Robertson Restoration

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

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

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

2. Change Order
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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15. Project
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. Provide
Provide means to supply and install.

17. Shop Drawings
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. Specifications
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. Subcontractor
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. Substantial Performance of the Work
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. Supplemental Instruction
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. Supplier
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. Temporary Work
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. Value Added Taxes
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. Work
The *Work* means the total construction and related services required by the *Contract Documents*.

26. Working Day
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
  - the Agreement between the *Owner* and the *Contractor*,
  - the Definitions,
  - Supplementary Conditions,
  - the General Conditions,
  - Division 1 of the *Specifications*,
  - technical *Specifications*,
  - material and finishing schedules,
  - the *Drawings*.
- .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
- .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents,* unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) *Substantial Performance of the Work*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

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

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and
(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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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

Specification and Tender Documents for Foundation Restoration/Repair

Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario

Prepared for:

The Corporation of the City of Sault Ste. Marie

File # 2021CDE-CS-EC-02-T

February 1, 2021

Pinchin File: 279469

Contractors shall carefully examine and study all of the Contract Documents and shall visit the site(s) of proposed work in order to satisfy themselves by examination as to all conditions and dimensions.

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End of Section 00 01 10

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1.0 BID PROCEDURES

The following policy regarding the preparation and submission of bids and the bid opening procedures will be applicable for this project. Bidders are requested to adhere strictly to the instructions concerning the submissions.

.1 Bids shall be submitted before February 22, 2021 at 12:00:00 noon local time (Eastern).

.2 Submit Bids enclosed in a sealed opaque envelope, bearing the name of the Bidder, and clearly marked:

CONFIDENTIAL SEALED BID
Tender for Foundation Restoration/Repair at
Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, ON (File # 2021CDE-CS-EC-02-T)

.3 Submit the bids to:

Attention: City Clerk
The Corporation of the City of Sault Ste. Marie
Civic Centre – Level 4, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

.4 Bids shall contain:

.1 A signed copy of the completed Bid Form.

.2 All Addenda issued before the Bid closing date.

.3 Bid Deposit in the form of a Bid Bond or Certified Cheque (payable to the City of Sault Ste. Marie) in the amount of 10% of the Bid Amount.

.4 An "Agreement to Bond" form, duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario. Refer to Section 5.0 for further details on this bid requirement.

.5 Bids must be submitted on provided Bid Form, completely filled in, sealed and signed by an authorized representative of the Contractor. Facsimile transmittal of the Bid From will not be accepted.

.6 Late Bids will be rejected. Bid Forms inadequately filled in may be rejected at the Owners discretion. Bids will be opened by the Owner on the Bid closing date.

.7 No announcement concerning the successful Bidder will be made until the successful tender is approved by City Council, City of Sault Ste. Marie. Bid amounts will become part of the official record of the City.

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2.0 BID DOCUMENTS

Bid documents may be obtained from the office of the City's Consultant. Contact Jocelyn Howes via email at jhowes@pinchin.com.

3.0 EXAMINATION OF BID DOCUMENTS AND WORK SITE

Bidders shall carefully examine and study all of the bid documents and the site of the work in order to satisfy themselves by examination as to all conditions affecting the Contract and as to the detailed requirements of the work, including all buried services which must be protected, removed or relocated. Bidders shall not rely upon the construction drawings for locating any services. Bidder shall obtain or check all measurements or dimensions of the building as may be necessary.

4.0 MANDATORY PRE-BID MEETING AND SITE TOUR

The site is located at Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario.

A pre-bid meeting / site tour will be held on site Wednesday, February 3, 2021 at 1:00pm.

Due to the ongoing COVID-19 pandemic, the COVID-19 Site Visit Guidelines as detailed in the General Conditions, Section 00 72 00 must be followed.

Bidders shall proceed to the site and meet outisde of the front entrance of the HDC (800 Bay Street).

5.0 BONDS

.1 The following shall be provided by the Bidder with their Bid Form and made payable to the Owner:

- .1 Bid Deposit in the form of a Bid Bond or Certified Cheque (payable to the City of Sault Ste. Marie) in the amount of 10% of the Bid Amount.
- .2 Agreement to Bond: Furnish an Agreement to Bond or Consent of Surety to provide a Performance Bond and a Labour and Material Payment Bond in the amounts of 100 and 50 percent of the Contract Price, respectively, with your Bid Form. The Agreement to Bond or Consent of Surety shall be duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario and shall be on a form acceptable to the Owner.

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.2 The following Bonds made payable to the Owner shall be provided by the successful Bidder with the executed Contract:

.1 Performance Bond: Furnish a Performance Bond (CCDC Form 221) in the amount of 100 percent of the Contract Price, the cost of which will be included in the Bid Price. The Performance Bond shall include coverage for One (1) year of the Three (3) year warranty period. The Performance Bond shall be duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario.

.2 Labour and Materials Payment Bond: Furnish a Labour and Materials Payment Bond (CCDC Form 222) in the amount of 50 percent of the Contract Amount, the cost of which shall be included in the Bid Price. The Labour and Materials Payment Bond shall be duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario.

The provision of documentation required under this section are mandatory bid items. If not provided by the Bidder, the Bid will be declared irregular (unbalanced).

6.0 ACCEPTANCE OR REJECTION OF BIDS

.1 The Owner reserves the right to reject any or all Bids, including without limitation the lowest Bid, and to award the Contract to whomever the Owner in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to contrary nor anything contained in the Contract Documents or herein. Owner shall not, under any circumstances, be responsible for any costs incurred by the Bidder in the preparation of its Bid.

.2 Without limiting the generality of the foregoing, Owner reserves the right, in its sole and absolute discretion, to accept or reject any Bid which in view of the Owner is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions or variations, which omits one or more prices, which contains prices the Owner considers unbalanced, or which is accompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the Owner.

.3 Notwithstanding anything else contained in the bid documents, the Owner expressly reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the tender process, the assessment and evaluation of tenders, including the determination of criteria, the ranking of bidders and the selection of successful bidder, without incurring any liability whatsoever to any bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.

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.4 Should the Owner not receive any Bid satisfactory to the Owner in its sole and absolute discretion, the Owner reserves the right to re-tender the Project, or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Bidders.

7.0 WITHDRAWAL OF BID

A bidder will be permitted to withdraw his bid unopened after it has been deposited, provided such request is received in writing prior to the time specified for the submission of bids.

8.0 DISQUALIFICATION OF BIDDERS

More than one Bid Form from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Bidders will be sufficient cause for rejection of all Bids so affected.

9.0 EVALUATION OF BID

Criteria which may be used by the Owner in evaluating the tenders and awarding the Contract are in the Owner's sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more of: price, total cost to the Owner; reputation; claims history of Tenderer; qualifications and experience of the Tenderer and its personnel; quality of services and personnel proposed by the Tenderer; ability of the Tenderer to ensure continuous availability of qualified and experienced personnel; the Construction Schedule and Plan; the proposed Labour and Equipment; and the Proposed Supervisory Staff.

10.0 QUESTIONS AND DISCREPANCIES

Questions regarding the Bid Documents shall be directed to the Consultant at:

Pinchin Ltd.
Attention: Jocelyn Howes (jhowes@pinchin.com)

Report all discrepancies, omissions, errors, departure from building by-laws, or good practice and points considered to be of dubious intent, so that the Consultant may issue clarification. The Consultant and Owner will not be responsible for oral instructions.

11.0 APPROVED EQUIVALENTS

Proposals for materials or equipment to be considered as "approved equivalents", where permitted in the Specification, shall be submitted in writing to Consultant a minimum of five days prior to the Bid closing date. Refer to Section 01 11 50, General Instructions.

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12.0 PRODUCT SUBSTITUTIONS

Proposals for material and product substitutions may only be submitted in writing to the Consultant after Contract Award. Bid price shall be based on the specified base bid products and systems unless otherwise indicated in writing by the Consultant. Refer to Section 01 11 50, General Instructions.

13.0 CONTRACT

The successful Bidder will be required to execute a CCDC 2 Contract with the Owner within five working days after being presented with the Contract Documents.

14.0 COMPLIANCE

Failure to comply with requirements of the Instructions to Bidders may cause a bid to be declared improper and immediately rejected. By bidding, the Bidder agrees to the conditions herewith.

15.0 OWNER

The Corporation of the City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6
Contact: Virginia McLeod
Email: v.mcleod@cityssm.on.ca

16.0 CONSULTANT

Pinchin Ltd.
1 Hines Road, Suite 200
Kanata, ON K2K 3C7
Contact: Jocelyn Howes, Project Manager
Telephone: 613.592.3387
Email: jhowes@pinchin.com

End of Section 00 21 13

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Project Title and Location: Foundation Restoration/Repair

Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario

File # 2021CDE-CS-EC-02-T

Submitted To: The Corporation of the City of Sault Ste. Marie

Civic Centre – Level 4, 99 Foster Drive

Sault Ste. Marie, ON P6A 5X6

Attention: City Clerk

This Tender is submitted by _____
Firm Name

_____
Address

Having carefully examined the Bid Documents, Drawings, Specifications, and Addenda No. ___ to No. __, inclusive, all issued by Pinchin Ltd., and having visited the Project Site; hereby offer to enter into a Contract to perform the Work referred to herein.

Base Bid Subtotal 2 - lump sum cost of: $_____ plus applicable taxes.

This Bid Form forms an integral part of my/our Bid. Prices submitted are in lawful money of Canada.

Date: _____ 2021.

1.0 DECLARATIONS

We hereby declare that:

.1 no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;

.2 this bid is open to acceptance for a period of ninety (90) days from the date of the Bid closing whether any other bid for the same work has been previously accepted or not;

.3 I/We (or our Principals or Supervisors) have not been convicted under the regulations of the Ministry of Labour, Training and Skills Development; and/or WSIB: Yes ___ No ___

Details of any convictions follow: _____.

2.0 SCHEDULE

All work will be started by March 22, 2021 and all work will be completed on or before June 18, 2021.

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3.0 OWNER'S RIGHT TO ACCEPT OR REJECT BIDS

In submitting this bid, we recognize your right to accept any or no bid at the Stipulated Sum submitted and, as may be required, to reduce the Stipulated Sum of the successful bidder through the exclusion of one or more of the individual components of the bid.

4.0 LIST OF SUBCONTRACTORS

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

Division or Section of Work	Name(s) of Subcontractor(s)

5.0 CONTINGENCY ALLOWANCE

.1 The Contractor is not entitled to the Contingency Allowance amount unless authorized in advance in writing by the Owner. Invoicing concerning the Contingency Allowance is limited to that authorized by the Owner. Quotations are required to be submitted for any proposed draw from the Contingency Allowance.

6.0 UNIT PRICES

.1 The following Unit Prices may, at the discretion of the Owner, be used to compute the value of additions and /or deletions to the Contract.

.2 The following Unit prices include labour, materials, products, equipment, services, overhead, profit, insurance, disbursements, related charges, duties and taxes (excluding GST), and represent the actual installed cost to the Owner.

.3 The Unit Prices listed below might be used for CREDIT and are to be no less than eighty-five percent (85%) of the corresponding Unit Price for EXTRA, showing below.

.4 I/We agree that adjustment to the Contract Price would be based on the net quantity difference from the original quantity showing below:

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Table 1 – Base Bid

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL ($)
1.1	Excavation, Removals, and Shoring (Summary of Work, Section 01 11 00, 4.1.1.1)	LS	1	$	$
1.2	Parging (Summary of Work, Section 01 11 00, 4.1.1.2)	SF	750	$	$
1.3	Repointing (Summary of Work, Section 01 11 00, 4.1.1.3)	LF	500	$	$
1.4	Sheet Waterproofing (Summary of Work, Section 01 11 00, 4.1.1.4)	LS	1	$	$
1.5	Weeping Tile (Summary of Work, Section 01 11 00, 4.1.1.5)	LS	1	$	$
1.6	Backfill and Landscaping (Summary of Work, Section 01 11 00, 4.1.1.6)	LS	1	$	$
2	Window Wells (Summary of Work, Section 01 11 00, 4.1.2)	EA	2	$	$
3	Rear Basement Steps (Summary of Work, Section 01 11 00, 4.1.3)	LS	1	$	$
4	Front Entrance Portico (Summary of Work, Section 01 11 00, 4.1.4)	LS	1	$	$
5	Wood Pillars (Summary of Work, Section 01 11 00, 4.1.5)	EA	4	$	$
6	New Sump Pumps (Summary of Work, Section 01 11 00, 4.1.6)	EA	2	$	$
7	Structural (Summary of Work, Section 01 11 00, 4.1.7)	LS	1	$	$
8	Permits	LS	1	$	$
9	Mobilization/Demobilization	LS	1	$	$
Base Bid Subtotal 1					**$**
Contingency Allowance (10% of Subtotal 1)					**$**
Base Bid Subtotal 2 (Insert this amount on Page 1)					**$**
HST (13%)					**$**
Base Bid Total					**$**

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7.0 SIGNATURES

Signed, sealed and submitted for and on behalf of:

Company: _____

(Name)

_____

(Street Address or Postal Box Number)

_____

(City, Province & Postal Code)

Signature: _____

Name and Title: _____

(Print or Type)

Witness: _____

Name and Title: _____

(Print or Type)

Dated at _____ this _____ day of _____, 2021.

End of Section 00 41 00

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1.0 GENERAL CONDITIONS

The General Conditions of this Contract shall be as stated in Form CCDC Document No. 2, Stipulated Price Contract, 2008 Edition.

The CCDC 2 Document is not reproduced in the Bid Documents, but will be the basis of the agreement, which the Contractor will be expected to sign. The Contractor shall be familiar with this Document.

All work performed under this contract must be carried out in accordance with the requirements of the Occupational Health and Safety Act, RSO, 1990, as amended, and its Regulations. A supplier performing work at City property will ensure that any employees working on the project performs work safely including use of Personal Protective Equipment (PPE).

The successful bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. Preference may be given to Bidders who have complied with or are in the process of complying with this requirement prior to submitting their bid. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, at 705-759-5367. Failure to do so will result in the loss of this contract.

It is the responsibility of the successful bidder to ensure that ALL subcontractors employed during the commission of work on this contract have also complied with the requirements of the City's Contractor Pre-Qualification Programs prior to starting onsite work.

2.0 COVID-19 SITE VISIT GUIDELINES

Due to the ongoing COVID-19 pandemic, all work completed as part of this project must be conducted in accordance with requirements arising from COVID-19. It is the responsibility of all to minimize the risk that they provide to others. It should be noted that these guidelines may be modified on an ongoing basis and updated guidelines if applicable will be provided prior to any Site Visit.

Site visits should be conducted only if absolutely necessary.

If it is determined that site visits are absolutely necessary at this time, the PPE and precautions requirements are:

- Maintain social distancing while on premises and in vehicles.
- Hand Washing Hygiene or Hand Sanitizer before and after visit.
- Wear a mask at all times.

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- Gloves: Hand protection where required.
- Avoid touching face at all times.
- Any other PPE required for known designated substances present.

Contractors on an individual basis must answer the following questions before entering the premises:

- Do you currently have any symptoms of illness?
- Have you been tested for COVID -19? If yes, please indicate results of testing.
- Have you travelled outside of Canada (including Sault Michigan and the United States) in the past 14 days?
- Have you travelled to British Columbia, Quebec or Southern Ontario in the past 14 days?
- Have you had close contact/live with a confirmed or probable case of COVID-19 or been tested or been directed to self-quarantine by Algoma Public Health?

If anyone answers “yes” to any of these questions, the site visit cannot proceed.

End of Section 00 72 00

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1.0 SUPPLEMENTARY CONDITIONS

.1 All articles contained within these Supplementary Conditions shall be read in conjunction with and apply to, the General Conditions of the Standard Construction Document CCDC 2, Stipulated Price Contract, 2008 Edition.

2.0 EXISTING CONDITIONS

.1 Acceptance of this Contract including all Contract Documents implies acceptance of the existing conditions at this project.

3.0 ARTICLE A-3: CONTRACT DOCUMENTS

.1 The Bid Documents listed in Schedule A of the Bid Form shall be part of the Contract Documents.

4.0 PART 2: ADMINISTRATION OF THE CONTRACT

.1 GC 2.3 - Review and Inspection of the Work

.1 From paragraph 2.3.5 change the words:

"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."

to read

"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. The cost of the examination will be deducted by the *Consultant* from moneys otherwise due to the *Contractor*."

.2 2.3.6 Delete this paragraph and substitute the following in lieu thereof:

"The cost for additional tests and inspections required by the *Consultant* on corrected work, when initial tests and inspections reveal work not in accordance with the *Contract Documents*, will be deducted by the *Consultant* from moneys otherwise due to the *Contractor*."

5.0 PART 3: EXECUTION OF THE WORK

.1 GC 3.11 - Use of the Work

Add the following paragraphs:

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"3.11.3 The *Contractor* may be requested at any time to suspend noisy or otherwise objectionable operations during certain functions. Should such operations cause undue interference with the said functions, the *Contractor* will be expected to extend the fullest co-operation and courtesy in this regard."

"3.11.4 The existing building will remain occupied during the *Contract*. The *Contractor* shall execute the work to cause minimum interference to the occupants and personal effects."

"3.11.5 The *Contractor* shall maintain access to the building facilities and fire routes at all times during the *Contract*."

.2 GC 3.13 - Cleanup

Add the following paragraphs:

"3.13.4 The *Contractor* shall keep the site free from accumulation of dirt debris and excess materials. The *Contractor* shall remove any debris from the premises at the close of each working day or more often if required."

"3.13.5 The *Contractor* shall provide and maintain until work is complete main refuse containers on site. The *Contractor* shall be responsible for cleaning up and removing his subcontractor's rubbish into the containers."

"3.13.6 Upon completion of the work and immediately prior to the *Consultant's* final inspection; areas of work, building and site shall be cleaned and restored to original condition."

6.0 PART 5: PAYMENT

.1 GC 5.2 - Applications for Progress Payment

Add the following paragraph:

"5.2.8 The *Contractor* shall submit a Statutory Declaration, standard CCDC Document 9A, with the second and all subsequent applications for payment, except for final and release of holdback application. No payments will be made for materials not installed, or materials stored on site."

.2 GC 5.5 - Payment of Holdback upon Substantial Performance of the Work

To paragraph 5.5.1 add:

"5.5.1.3 Publish the Certificate of Substantial Completion in the Daily Commercial News Performance when issued by the Consultant. Submit proof of publication of the Certificate of Substantial Performance to the Consultant with your application for release of Statutory Holdback moneys.

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7.0 PART 9: PROTECTION OF PERSONS AND PROPERTY

.1 GC 9.1 - Protection of Work and Property

Add the following paragraphs:

"9.1.6 The *Contractor* shall perform a structural assessment of the nearby on-site buildings prior to, and following the completion of, the work."

"9.1.7 The *Contractor* shall not close or obstruct nor store materials in roadways, sidewalks or passageways without prior approval from the *Consultant*. The *Contractor* shall not interfere with the use of the safe passage to and from the building and adjacent public sidewalks and roads."

"9.1.8 The *Contractor* shall conduct the repair operation in such a manner as to minimize interference with roadways, sidewalks, alleys or passageways."

"9.1.9 The *Contractor* shall take all precautions and provide all required protection to ensure the safety of the general public and the workmen in accordance with the current edition of the Occupational Health and Safety Act and Regulations for Construction Projects."

"9.1.10 The *Contractor* shall conduct vibration, noise and dust monitoring during the work in accordance with the requirements of the applicable by-laws, ordinances, rules and regulations relating to the work."

"9.1.11 The *Contractor* shall take the necessary precautions to keep the dust, dirt and noise to an acceptable level as directed by the *Consultant*. The *Contractor* shall also comply with the laws, ordinances, rules and regulations relating to the work in connection with the above."

8.0 PART 11: INSURANCE AND CONTRACT SECURITY

.1 GC 11.1 - Insurance

As indicated in the Standard Construction Document CCDC 2, Stipulated Price Contract, 2008 Edition, and specified in the Standard Construction Document CCDC 41, CCDC Insurance Requirements, the insurance requirements shall be not less than five (5) million dollars per occurrence.

End of Section 00 73 00

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1.0 GENERAL

.1 Work in this Specification is divided into descriptive Sections which are not intended to identify contractual responsibilities between Subcontractors, nor between the Contractor and its Subcontractors. The Contractor shall be responsible for organizing division of labour and supply of products and services essential to complete the work.

.2 All work must be conducted in a good workmanlike manner and in accordance with the current Occupational Health and Safety Act and Contract documents.

.3 The following is a general description of the scope of work to be performed as part of this project. For detailed descriptions of the technical aspects of the work, refer to the Technical Specification sections and drawings.

2.0 SITE CONDITIONS

.1 The project is located at the Old Stone House, Ermatinger-Clergue National Historic Site, 800 Bay Street, Sault Ste. Marie, Ontario.

.2 The Site Building (Old Stone House) is reported to have been constructed in 1808, with various restoration projects completed since to maintain and conserve its heritage value and integrity.

.3 The exterior walls of the Site Building generally consist of historic sandstone masonry approximately 30” thick. The Site Building is constructed with a basement level cast-in-place concrete slab on grade with parged historic sandstone masonry foundation walls approximately 30” thick. The basement foundation walls have extensive water damage and show constant water leaking.

.4 The superstructure of the Site Building is comprised of a wood framed structure (i.e., beams, columns, joists) which supports a wood framed roof deck. Ground floor joists are peeled cedar logs roughly flattened on top. Some floor beams have experienced rot at the exterior wall bearing and subsequently supported by steel posts located on the inside face of the foundations.

.5 A front (south elevation) entrance portico is present with steps which are constructed with solid stone masonry. Rear steps are present from grade level to the basement level which are constructed with solid stone masonry. Existing mortar has deteriorated, and stones are exhibiting movement creating tripping hazards.

.6 Solid wood pillars with rot/deterioration and peeling paint are present at the front entrance portico.

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.7 It is important to note that the Site is a National Historic Site, and Standards and Guidelines for the Conservation of Historic Places in Canada must be followed to conserve the heritage value and integrity of the Old Stone House. All work completed must be done using the existing elements (preferred) or with new elements that match the forms, materials, and details of the existing. All work must be compatible and indistinguishable from the historic place.

3.0 REQUIREMENTS

.1 Supply all labour, supervision, materials, equipment and services deemed necessary for the proper completion of the Work as indicated.

.2 All work is to be completed in accordance with all applicable guidelines and statutes within the provincial Occupational Health and Safety (OHS) Legislation.

.3 Successful bidder will take on the full responsibilities of Constructor as described in provincial OHS Legislation.

.4 Contractor must confirm existing conditions and quantities on site during their initial site walkthrough.

.5 All work in this document shall be performed by skilled tradesmen regularly engaged in the work in question and under the direct supervision of a currently qualified journeyman.

4.0 SUMMARY OF WORK

.1 Install a new foundation wall waterproofing system around the full perimeter of the Old Stone House building including the following:

.1 Excavate down to the building foundation footing as shown in the drawings. Assume excavation to approximately 6’-8’ below grade level required. Arrange all excavation work to be performed under direct supervision of a geotechnical Professional Engineer licenced in Ontario. Care must be taken to not over excavate below the building foundation footing level. Remove the existing stone masonry window wells and wood caps, front entrance portico steps, solid wood pillars, walkway, and shrubs immediately next to the building with care and save/store for reinstatement. Ensure that the exact location/positioning of these existing components including stone layouts are recorded prior to removal so everything can be reinstated to match and meet historic standards. Install engineered shoring to support the front entrance portico roof. Install engineered shoring to support the excavation and foundation walls as required. Access to be maintained to the rear Summer Kitchen entrance and walkway between the Old Stone House and Summer Kitchen. Install engineered shoring to support the walkway structure between the Old Stone House and Summer

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Kitchen. Submit shoring shop drawings sealed by a Professional Engineer licenced in Ontario.

.2 Complete repairs to parging on the foundation wall as required.

.3 Repoint the historic sandstone masonry foundation wall as required.

.4 Install new sheet waterproofing system from grade level to the building foundation footing. Includes fastener bar at grade level fully sealed, and sealants at all joints and through-wall penetrations. Ensure sheets overlapped minimum 6".

.5 Remove and replace existing foundation perimeter weeping tile (presumably clay weeping tile) with new perforated weeping tile with filter cloth and tie into the existing sump pits within the basement with a minimum 2% slope. Install new clear crushed stone minimum 12" surrounding the new weeping tile and encapsulate with geotextile fabric.

.6 Backfill with new clear crushed stone to 12" below finished elevation encapsulated with geotextile fabric, and reinstate top soil. Includes disposal of existing soil and associated soil testing as required. Ensure grade is sufficiently sloped away from the building minimum 2%. Remaining unused excavated soil to be disposed of at an appropriate and authorized landfill site. Reinstate landscaping to match existing. Includes new topsoil, seeding, and sodding as required. Ensure waterproofing is fully concealed from view at grade level by backfill. Reinstate walkway and shrubs to match existing.

.2 Reinstate removed stone masonry window wells (existing stone masonry to be reused with new mortar) and wood caps to match existing. Within the window wells, install new vertical weeping tile, clear drainage material, and filter cloth to vertically tie-in to the weeping tile and clear drainage material at the foundation wall footing. Ensure the exact stone layout is matched and fully matches the existing to meet historic standards. Pre-construction testing is to be completed to verify the mortar composition, as detailed in Section 04 03 43.

.3 Remove and reset stone masonry at the top four (4) steps of the rear basement stairs to ensure all stones are properly secured in place, and repoint stone masonry. Pre-construction testing is to be completed to verify the mortar composition, as detailed in Section 04 03 43.

.4 Reinstate removed front entrance portico steps (existing stone masonry to be reused with new mortar) to match existing. Ensure all stones are properly secured in place. Base to be backfilled with granular fill. Ensure the exact stone layout is matched and fully

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matches the existing to meet historic standards. Pre-construction testing is to be completed to verify the mortar composition, as detailed in Section 04 03 43.

.5 Complete repairs/replace deteriorated wood at the removed wood pillars to match existing. Clean/remove loose peeling paint and apply new coating system with colour to match existing. Reinstall at the front entrance portico to match existing.

.6 Install two new sump pumps within the existing basement sump pits including all associated components and plumbing as required to connect to the existing storm water drainage system.

.7 Add additional structural support to the ground floor peeled cedar floor joists by installing three (3) teleposts fastened to the joists and floor in the basement where shown and as detailed within the drawings.

End of Section 01 11 00

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1.0 SITE EXAMINATION

.1 Examine the site and ascertain the extent, nature and any conditions affecting the performance of the work, as in no circumstances will any claims against the Consultant be allowed resulting from failure to ascertain the extent of such work herein described or implied.

2.0 QUALITY CONTROL

.1 Work performed by the Contractor will be reviewed by Pinchin Ltd. (hereafter referred to as the Consultant) and/or Consultant's assignees.

.2 Co-operate with and provide access to the work and samples to the Consultant and/or their assignees.

.3 Provide the Consultant with dates that each phase of work will begin.

.4 Provide the Consultant with 48 hours minimum notice, before commencing each new activity or phase of work.

3.0 WORK SCHEDULE

.1 Scheduling of the work shall be reviewed with the Consultant and will be subject to the approval of the Consultant. Coordinate all schedules with the Consultant.

.2 Regular working hours Monday to Friday, unless otherwise authorized by the Owner or Consultant; no premiums will be paid for evening or weekend work.

.3 Submit to the Consultant the initial schedule within five (5) working days after contract award and prior to commencing work. Schedule shall indicate the following:

.1 Start and completion date for each Work area.

.2 Shifts to be worked, including times.

.3 Proposed workforce including numbers.

.4 Completion date for each component of work.

.5 Final completion date of project.

.4 Adhere to the approved schedule as stringently as possible and notify the Consultant of all changes to the approved schedule. Work by other trades will be coordinated by the Contractor based on the Work Schedule.

.5 Interim review of work progress based on the work schedule will be conducted by the Consultant. The Contractor shall update schedule in conjunction with and to the approval of the Consultant.

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4.0 EXECUTION OF WORK

.1 Arrange access to the Work Areas and site with the Consultant. Adhere to the pre-approved schedule as stringently as possible. Notify the Consultant of all changes to the approved schedule.

.2 Provide on the project site at all times during construction hours a competent Supervisor, who shall be empowered to act on behalf of the Contractor in the execution of this Contract. This person shall be named and approved by the Consultant prior to starting work.

.3 Provide a competent person on duty at all times for emergency calls after regular construction hours and on weekends. This person must be approved by the Consultant prior to starting work. Supply Consultant with the name and telephone number of the approved person to be contacted during these periods.

.4 Execute work with least possible interference or disturbance to the public and normal use of premises, roadways, parking areas, sidewalks, alleys, or passageways. Do not block fire exits.

.5 Take all necessary precautions to keep the dust, dirt and noise to an acceptable level by means of protection or revised operations. Comply with any requests of the Consultant.

.6 Perform a preconstruction inspection with the Consultant of all Work Areas and work access areas to record the condition of the building and site components which are to remain. Notify Consultant in writing of any existing damage caused by others.

.7 Provide suitable protection to all interior and exterior building surfaces, landscaping and vehicles from debris and damage for the duration of the Contract.

.8 Interior Access: Provide suitable protection for flooring in the Work areas and within the traffic / access route to the Work areas as directed and to satisfaction of the Consultant.

.9 Make good, to the satisfaction of the Consultant, any damage resulting from work performed by the Contractor.

.10 Provide and arrange for traffic control where necessary for delivery of materials, removal of garbage, etc. as required by the laws, ordinances, rules and regulations relating to the work.

5.0 SAFETY REQUIREMENTS

.1 Provide all safety requirements and protection necessary or as required by local by-laws, governing authorities and the Consultant including but not limited to: temporary fence

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barriers (i.e., Insta-fence), guardrails, sidewalk or curb protection and warning notices, barriers, night lights, sidewalk and curb protection.

.2 Take all precautions and provide all required protection to ensure the safety of the general public and the workers in accordance with the latest edition of the Occupational Health and Safety Act and Regulations for Construction Projects.

6.0 CONSTRUCTION EQUIPMENT

.1 Provide and maintain all construction equipment necessary to perform the specified work expeditiously.

.2 Provide and maintain all required hoisting equipment for the movement of materials and equipment and for the removal of debris during construction.

.3 Provide a minimum 12.5mm thick plywood underlayment below disposal bins to protect existing surfaces.

7.0 USE OF SITE

.1 Access to the buildings and site will be as specified by the Consultant and Owner.

.2 Do not unreasonably encumber site with materials or equipment. Move stored products or equipment which interferes with operations of site occupants or other contractors. Equipment and materials can be stored in the staging area situated within the south parking lot at the site.

.3 Obtain and pay for use of additional storage needed for operations.

.4 Do not store materials or use trucks, cranes, hoists, or other equipment in a manner which would load the building structure and other adjacent structures beyond their design capacity.

.5 Do not transport materials through the buildings unless prior arrangements have been made and approved by the Consultant.

8.0 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances. Locate sanitary facilities where directed by the Consultant.

.2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.

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9.0 TEMPORARY POWER AND LIGHT

.1 Provide temporary, gas powered generator in accordance with governing regulations and ordinances, for all required work.

.2 Minimal electrical power supply is available on-site and may be provided for construction use at no cost as authorized by the Consultant and Owner.

.3 Provide all required wiring. Connect to existing power supply in accordance with Canadian Electrical Code.

.4 Ensure all equipment and temporary panels are equipped with ground fault interrupt (GFI) circuits.

.5 Provide all required temporary lighting required to perform the Work and to provide a safe work area.

10.0 WATER SUPPLY

.1 Limited water supply is available and may be provided for construction usage at no cost as authorized by the Consultant and Owner.

.2 Provide extensions to Work Areas in accordance with governing regulations and ordinances.

.3 Water use shall be controlled and contained so as to not contaminate the building materials or indoor environment.

11.0 EXISTING SERVICES

.1 Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum of disturbance to occupants, pedestrian and vehicular traffic.

.2 Before commencing work, establish location and extent of service lines in area of work and notify Consultant of findings.

.3 Submit schedule to and obtain approval from Consultant for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.

.4 Where unknown services are encountered, immediately advise Consultant and confirm findings in writing.

.5 Record locations of maintained, re-routed and abandoned service lines.

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12.0 GARBAGE DISPOSAL

.1 Maintain Work Areas and site free of accumulated waste, construction debris, rubbish, litter, unused materials (garbage).

.2 Dispose of all debris and garbage on a daily basis with minimum disturbance to site occupants, adjoining properties or other trades on site.

.3 Provide garbage bins and chutes required for daily disposal of debris and garbage. Obtain approval from Consultant for the bin location prior to commencement of work.

.4 Remove full garbage bins immediately. Do not pile debris or garbage on project site.

13.0 CLEANING

.1 Clean Work Areas in accordance with the specified and agreed upon procedures.

.2 Remove temporary protection when directed by Consultant.

.3 Broom clean paved exterior surfaces, rake clean other exterior surfaces.

14.0 FIRE PREVENTION

.1 Keep project site free of waste materials, rubbish and debris.

.2 Do not bring to the site, use or dispose of at the site any flammable liquids having a flashpoint lower than 43°C (except when in use as fuel in operating equipment) without permission of the Consultant. All such flammable liquids shall be confined either in safety containers approved by Underwriter's Laboratories of Canada, or in the fuel tanks of the operating equipment.

.3 No burning or welding operations shall be performed without permission of the Consultant.

.4 Provide three (3) - 20 lb. dry chemical fire extinguisher(s) fully charged and in operable condition at every location where open flames are used.

.5 Follow other fire prevention measures established by the Consultant.

.6 Comply with the regulations and ordinances established by governing authorities having jurisdiction.

15.0 CODES AND STANDARDS

.1 Execute work to meet or exceed:

.1 Ontario Building Code, including all amendments up to project date.

.2 Ontario Fire Code, including all amendments up to project date.

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.3 Occupational Health and Safety Act and regulations for Construction projects, latest edition.

.4 Rules and regulations or authorities having jurisdiction.

.5 Project specifications.

.2 Adhere to the most stringent requirement when above noted codes and standards conflict. Review with the Consultant situations which are ambiguous, before proceeding with work.

16.0 DOCUMENTS REQUIRED

.1 Maintain at job site, one copy of the following:

.1 A copy of this Contract, Specifications and Drawings.

.2 Addenda.

.3 Change Orders.

.4 Other modifications to Contract.

.5 Copy of approved work schedule.

.6 Shipping manifest.

.7 Worker Sign-In/Out Forms.

.8 MSDS Sheets

17.0 FEES, TAXES, PERMITS AND CERTIFICATES

.1 Provide authorities having jurisdiction with information requested.

.2 Pay all applicable taxes.

.3 Pay fees and obtain certificates and permits including building permit, if required.

.4 Furnish certificates and permits when requested.

18.0 WORKPLACE SAFETY AND INSURANCE BOARD

.1 Provide evidence of compliance with the requirements of the Province regarding workers' compensation insurance including payments due thereunder, prior to commencing the Work and prior to receiving payment on Substantial, Total Performance of the Work and for the Release of Statutory Holdback.

.2 Provide evidence of your and all subcontractors' compliance, at any time during the term of the Contract when requested by the Consultant.

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19.0 PROJECT MEETINGS

.1 Attend project meetings as requested by the Consultant. Contractor shall assume that meetings are to take place at the site on a weekly basis (for a duration of one hour) for the duration of the project.

20.0 ADDITIONAL INSTRUCTIONS AND DRAWINGS

.1 The Consultant may furnish additional instructions and drawings to assist with the proper execution of work. These instructions and drawings will be issued for clarification only. Such instructions and drawings shall have same meaning and intent as if they were included with the documents included in this Contract.

.2 The issuance of additional instructions or drawings is not intended to result in a change to the Contract Price or the Contract Time. Notify the Consultant if changes to the Contract Price or Contract Time will result. Do not proceed with any work which will result in a change to the Contract Price or the Contract Time without the Consultant's approval by way of a signed Change Order or Change Directive.

21.0 SETTING OUT OF WORK

.1 Contractor shall assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.

.2 Provide devices needed to lay out and construct work. Review layout of framed secondary barrier enclosure walls with the Consultant prior to commencing work.

.3 Supply devices, such as straight edges and templates required to facilitate Consultant's review of the work.

22.0 MATERIALS AND EQUIPMENT

.1 Use only materials and equipment specified or materials and equipment which are in accordance with the specified standards or performance specifications. When materials or equipment is specified by standard or performance specifications, upon request by the Consultant, obtain from the manufacturer and submit to the Consultant an independent testing laboratory report, stating that material or equipment meets or exceeds the specified requirements.

.2 Submit to the Consultant, prior to construction, a list of all materials, including the manufacturer and product name.

.3 The specified method, material, procedure or equipment shall be used as a standard.

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.4 A Contractor may submit an alternative method, material, procedure or equipment to that specified. All alternatives shall be equal or superior to the standard specified.

.5 The Contractor shall furnish complete documented data including such information as chemical content and performance under laboratory tests which proves the quality and equality of the proposed alternative. This information shall accompany any pricing to the Consultant.

.6 In all cases where alternative methods, materials, procedures or equipment are offered, the Consultant shall make the final ruling on their acceptability.

.7 Approved Equivalents:

.1 Submit for approval to the Consultant proposed materials, systems or equipment to be considered as "approved equivalents" where permitted in the Specification. Submit requests in writing to the Consultant a minimum of five days prior to the bid closing date.

.2 Submit all technical data from the manufacturer and independent test results indicating compliance with specifications for the proposed materials, systems or equipment when requested by the Consultant.

.3 The Consultant will issue written approval or rejection of the proposed materials, systems or equipment prior to the bid closing date. Written approval will be by Addendum, which will be issued to all Contractors preparing bids.

.8 Use only new materials and equipment of the best quality, unless otherwise specified, in perfect condition, free from defects which may impair performance, strength, durability or appearance.

.9 New material shall be free from mould contamination.

.10 During and upon completion of the work, the Contractor shall remove from the premises all surplus materials, equipment and debris.

23.0 PROPOSED PRODUCT AND SYSTEM SUBSTITUTIONS

.1 Proposals for substitution of products or systems after the award of Contract may be submitted in writing to the Consultant. Such requests must include statements of respective costs of items originally specified and proposed substitutions. Submit all technical data from the manufacturer and independent test results indicating compliance with specifications for the proposed products when requested by the Consultant.

.2 Proposals will only be considered by the Consultant if:

.1 Products selected from those specified are not available, or

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.2 Delivery date of products selected from those specified would unduly delay project completion.

.3 Assume full responsibility and costs when accepted substitutions affect other work on project.

.4 Amount of credits arising from approval of substitutions will be determined by the Consultant and the Contract price will be reduced accordingly. No substitutions will be permitted without prior written approval from the Consultant.

24.0 PROJECT COMMISSIONING

.1 Submit required documentation such as statutory declarations, Workers' Compensation Certificates, certificates of approval or acceptance from regulating bodies.

.2 Submit to the Consultant warranties and bonds fully executed and notarized.

.3 Execute transition of Performance Bond to warranty period requirements.

.4 Collect, assemble and submit to the Consultant documents executed by Subcontractors, suppliers and manufacturers.

.5 Consultant will issue a final change order reflecting approved adjustment to Contract Sum not previously made.

25.0 CONTRACT CLOSEOUT

.1 Prepare and submit a list of items to be completed or corrected and apply in writing to the Consultant to review the project to certify Substantial Performance of the Work performed by the Contractor.

.2 Publish the Certificate of Substantial Performance in the Daily Commercial News when issued by the Consultant. Submit proof of publication of the Certificate of Substantial Performance of the Work performed by the Contractor to the Consultant with your application for release of Statutory Holdback monies.

.3 Establish a schedule with the Consultant for the completion of the Work. Complete work and correct deficiencies including those listed during the Consultant site reviews.

.4 Submit an application for final payment to the Consultant, when project is deemed complete and all previously identified deficiencies are corrected.

End of Section 01 11 50

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1.0 SUBSTITUTIONS

.1 Whenever Products are specified exclusively by trade name, manufacturer's name or by catalogue reference, use only those items, unless written approval for substitution is obtained from Consultant.

.2 No substitutions will be permitted without prior written approval of the Consultant.

.3 Proposals for substitutions may only be submitted after award of Contract.

.4 Substitutions submitted on shop drawings without following requirements of this Section prior to submission of the shop drawings will cause the shop drawings to be rejected at any time. Consultant's review of shop drawings shall not be construed as approval of substitutions.

.5 Requests for substitutions must include statements of:

.1 Description of proposed substitution.

.2 Respective costs of items originally specified and the proposed substitution.

.3 Compliance with the Building Codes and requirements of authorities having jurisdiction.

.4 Affect concerning compatibility and interface with adjacent building materials and components.

.5 Compliance with the intent of the Contract Documents.

.6 Reason for the request.

.6 Proposed substitutions will be considered only under the following conditions:

.1 If the materials and products specified are not available; or

.2 If substitute materials and products to those specified, which are brought to the attention of and considered by the Consultant as equivalent to those specified, will not change the Contract Price and Contract Time; or

.3 If substitute materials and products to those specified, which are brought to the attention of and considered by the Consultant as superior to those specified, will not change the Contract Price and Contract Time; or

.4 If a material or product is specified together with a requirement for performance and, in the opinion of the Contractor, the specified material or product will not produce the required results.

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.7 There is no obligation on the part of the Consultant or Owner to accept proposed substitutions. Acceptance of proposed substitutions by Owner does not relieve the Subcontractor's responsibility under the Contract.

.8 Should proposed substitution be accepted either in part or in whole, bear full responsibility and costs when substitution affects other work on the project. Pay for design and contract document changes required as result of the substitution.

.9 Consultant will record the time required to evaluate equivalents and alternates proposed by Contractor including making changes to the Contract Documents occasioned thereby. Whether or not the Consultant accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Consultant for evaluating any proposed substitute.

.10 Amounts of all credits arising from acceptance of substitutions will be determined by the Consultant and the Contract Price adjusted accordingly.

.11 Wherein the expression "other acceptable equivalents" or similar expressions in specification Sections, submissions under the expression shall be as specified in this Section.

End of Section 01 25 13

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1.0 GENERAL

.1 Be responsible for the following:

.1 Accuracy and completeness of submittals prior to submission.

.2 Verification of field measurements, field construction criteria, catalogue numbers and similar data.

.3 Co-ordination of each submittal with requirements of the Work and Contract Documents.

.4 Notifying the Consultant in writing at time of submission, of any deviation in submittals from requirements of the Contract Documents.

.2 Make submittals well in advance of schedule dates for fabrication, manufacture, erection and installation to provide adequate time for reviews, securing necessary approvals, possible revisions and resubmittals, placing orders, securing delivery and to avoid construction delays.

.3 Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

.4 Allow a minimum of five (5) working days for the Consultant’s review of each submission.

.5 When submittals are resubmitted, transmit under a new letter of transmission.

.6 Do not carry out Work which requires the Consultant's prior review until submittals have been accepted by the Consultant.

.7 Responsibility for errors and omissions in submittals is not relieved by the Consultant's review of submittals.

2.0 TEST REPORTS AND CERTIFICATES

.1 Clearly show on each certification the name and location of the Work, name and address of Contractor, quantity and date of shipment and delivery, and name of manufacturer or fabricating company. Ensure certificates are signed by an authorized representative of the manufacturing or fabricating company.

.2 Submit 2 copies of all test reports submitted with certificates of compliance showing date or dates of testing, the specified requirements for which the testing was performed and results of the test or tests.

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3.0 CERTIFICATION OF PERSONNEL

.1 At the request of the Consultant, provide certificates to establish qualifications of personnel employed on the Work where such certification is required by authorities having jurisdiction, by the Consultant or by the Contract Documents.

4.0 CONTRACT SCHEDULES

.1 Submit Contract Schedules within five business days from Award Notification. Note that the Schedule must at a minimum, meet the timelines specified in Section 3.0 of the General Instructions.

End of Section 01 33 00

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1.0 CONSTRUCTION SIGNS AND TRAFFIC CONTROL

.1 The Contractor shall supply, place and maintain all barricades, warning signs, temporary delineators and flashing lights necessary for the protection of the public and the work, including warning signs for the duration of the Contract, to the Consultant's satisfaction.

.2 The cost of all signs, marking material, barricades, flashers, safety fencing and flaggers shall be included in the work.

.3 All signs, flashers, barricades and delineators will be cleaned and maintained throughout the duration of the Contract.

.4 The Contractor shall arrange and pay for traffic control where necessary for delivery of materials, removal of garbage, etc., as required by the laws, ordinances and/or the Owner and Consultant's rules and regulations relating to the work.

.5 The Contractor shall provide and pay for the installation of any signs as required to ensure safe flow of traffic at and within the site at no additional cost to the Contract.

.6 All work shall be performed to the Owner's and Consultant's satisfaction.

2.0 CONTRACTOR’S CONTACT REPRESENTATIVE

.1 The Contractor shall have a competent person on duty at all time for emergency calls after construction hours and during weekends. The Contractor shall be responsible to supply the Consultant with the name and telephone number of the person to be contacted during these periods.

3.0 HOARDING/BARRIER REQUIREMENTS

.1 Construct Hoarding/Barriers around the Work Areas, to keep people outside the work area. The hoarding to consist of 6’ “fast fence.” Contractor to provide construction access door into work area.

.2 All entrances/openings leading from and into the Work Areas shall be completely sealed by break-through barriers.

.3 Provide any additional hoardings or barriers as required meeting all Codes and Safety Requirements.

4.0 MATERIAL STORAGE

.1 All materials are to be stored in conformance with the manufacturers’ requirements.

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.2 Materials must remain in their original packaging, displaying the manufacturer's name, product name, weight, and reference standards, as well as all other indications or references considered standard.

.3 Protect and store materials in a dry and ventilated area, away from welding flame or spark and sheltered from the elements or any harmful substances.

5.0 SECURITY

.1 Provide security at the Work Areas as required.

.2 The Owner is not responsible for loss or damage to the Contractor's property.

.3 The Contractor shall report loss or damage of property to the Police, the Consultant and the Owner.

6.0 FIRE SEPARATIONS

.1 Maintain all existing fire separations.

7.0 PROTECTION FROM OVERHEAD WORK

.1 Protect the public and property from damage caused by work performed overhead.

8.0 TEMPORARY POWER

.1 Provide temporary, gas powered generator in accordance with governing regulations and ordinances, for all required work.

.2 Minimal electrical power supply is available by the Owner and may be provided for construction use without cost to the Contractor as authorized by the Owner. The Contractor will arrange, pay for connection fee, and maintain, temporary electrical power supply in accordance with governing regulations and ordinances.

9.0 TEMPORARY WATER

.1 Limited water supply is available and may be provided for construction usage without cost to the Contractor as authorized by the Owner. The Contractor shall pay for all connection costs.

10.0 OBSTRUCTIONS

.1 Prior to commencing repair work, notify all Public Utilities and engage the services of a private utility locate contractor to locate all underground and aboveground utilities including (but not limited to) telephone, gas, water, sewers. hydro, sprinkler systems,

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lighting and protective or alarm systems. Protect all utilities, services and systems against damage or interruption. The Contractor will note that interruptions may not be permitted. Any claims resulting from damage will be the Contractor's responsibility.

.2 The Contractor shall be responsible for all costs associated with temporary removal and replacement and/or relocation of existing facilities as required to carry out the repairs.

.3 Where any existing facilities have been modified by the Contractor to suit his needs, these facilities shall be restored to their original condition or rerouted to the Consultant's satisfaction.

.4 The Contractor shall be responsible for all costs associated with providing temporary firefighting equipment or manpower as required by the local fire department or the Owner when the on-site fire protection equipment is temporarily disconnected during the repairs.

.5 The Contractor shall be responsible for the re-location and/or damage caused to any pipes, mechanical (i.e. air conditioning) units, surface mounted conduits, and any other services, electrical and/or mechanical components within the Work Areas during the work.

.6 The Contractor shall be responsible to note any electrical fixtures and/or surface mounted items within the repair area which are not functioning or appear damaged, prior to commencement of work. Any damage thereafter identified shall be assumed to have been caused by the Contractors operations.

.7 The Contractor shall become familiar with any electrical and/or mechanical drawings submitted by the Consultant prior to commencement of work.

11.0 TEMPORARY LIGHTING

.1 Additional lighting shall be provided by the Contractor for the proper execution and inspection of the work as deemed necessary by the Consultant.

12.0 SANITARY FACILITIES

.1 The Contractor shall be responsible for providing temporary sanitary facilities. Co-ordinate with the Consultant prior to the installation of the facilities.

13.0 DRAINS

.1 The Contractor shall be responsible to note any existing drains within the Work Areas which do not function, prior to commencement of work. Any damage thereafter identified shall be assumed to have been caused by the Contractor's operations.

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14.0 DAILY CLEANUP

.1 The Contractor shall clean all debris from the site daily. No material shall be stored in areas accessible to the public.

.2 The Contractor shall ensure that all waste and construction debris is within the enclosed work area.

.3 The Contractor shall co-operate with the Consultant's and Owner's request concerning clean-up requirements.

End of Section 01 50 00

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1.0 GENERAL

.1 Closeout submittals may include but are not limited to the following:

.1 As-built drawings, samples, and specifications;

.2 Product data, materials and finishes, and related information;

.3 Warranties, guarantees, and bonds; and,

.4 Final site survey.

2.0 SUBMISSION

.1 Prepare instructions and data by personnel experienced in maintenance and operation of described products.

.2 Copy will be returned after final inspection.

.3 Revise content of documents as required prior to final submittal.

.4 Two (2) weeks prior to Substantial Performance of the Work, submit to the Consultant four (4) final copies of Operating and Maintenance Manuals in English.

.5 If requested, furnish evidence as to type, source and quality of products provided.

.6 Defective products will be rejected, regardless of previous inspections. Defective products will be replaced at Contractor's own expense.

3.0 CONTENTS

.1 Table of Contents:

.1 Provide title of project;

.2 Date of submission; and

.3 Names, addresses, and telephone numbers of Sub-Consultant and Sub-Contractors.

.2 For each product or system:

.1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

.3 Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.

.4 Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

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.5 Typewritten Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

4.0 AS-BUILT DRAWINGS, SAMPLES AND SPECIFICATIONS

.1 In addition to requirements in General Conditions, maintain at the site for Consultant one (1) record copy of:

.1 Contract Drawings;

.2 Specifications;

.3 Addenda;

.4 Change Orders and other modifications to the Contract;

.5 Reviewed shop drawings, product data, and samples;

.6 Field test records;

.7 Inspection certificates; and

.8 Manufacturer's certificates.

.2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.

.3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

.4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.

.5 Keep record documents and samples available for inspection by Consultant.

5.0 RECORDING ACTUAL SITE CONDITIONS

.1 Provide felt tip marking pens, maintaining separate colours for each major system, for recording information.

.2 Record site condition information concurrently with construction progress. Do not conceal Work until required information is recorded.

.3 Contract Drawings and shop drawings: Legibly mark each item to record actual construction, including:

.1 Field changes of dimension and detail;

.2 Changes made by Change Orders;

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.3 Details not on original Contract Drawings; and

.4 References to related shop drawings and modifications.

.4 Specifications: Legibly mark each item to record actual construction, including:

.1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items; and

.2 Changes made by Addenda and Change Orders.

.5 Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual specifications sections.

6.0 FINAL SURVEY

.1 Submit final site survey certificate, certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

7.0 MATERIALS AND FINISHES

.1 Building products, applied materials, and finishes: Include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.

.2 Instructions for cleaning agents and methods: Precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.

.3 Moisture-protection and weather-exposed products: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.4 Additional requirements: As specified in individual specifications sections.

8.0 MAINTENANCE MATERIALS

.1 Provide maintenance and extra materials, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to site, place and store.

.4 Receive and catalogue all items. Include approved listings in Maintenance Manual.

.5 Obtain receipt for delivered products and submit prior to final payment.

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9.0 INSPECTION AND DECLARATION

.1 Contractor's Inspection: Contractor and all Sub-Contractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents:

.1 Notify Consultant in writing of satisfactory completion of Contractor's Inspection and that corrections have been made; and

.2 Request Consultant's Inspection.

.2 Consultant's Inspection: Consultant and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor shall correct Work accordingly.

.3 Completion: Submit written certificate that following have been performed:

.1 Work has been completed and inspected for compliance with Contract Documents;

.2 Defects have been corrected and deficiencies have been completed; and

.3 Work is complete and ready for Final Inspection.

.4 Final Inspection: When items noted above are completed, request final inspection of Work by Owner / Consultant and Contractor. If Work is deemed incomplete, complete outstanding items and request re-inspection.

.5 Declaration of Substantial Performance: When Consultant considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance. Refer to CCDC 2, General Conditions Article (GC 5.4 - Substantial Performance of Work for specifics to application).

.6 Commencement of Lien and Warranty Periods: Date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment: When Consultant considers final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. Refer to CCDC 2, General Conditions Article GC 5.7 for specifics to application. If Work is deemed incomplete by Engineer, complete outstanding items and request re-inspection.

.8 Payment of Holdback: After issuance of Certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with CCDC 2, General Conditions Article 5.5.

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10.0 WARRANTIES, GUARANTEES AND BONDS

.1 Separate each warranty, guarantee or bond with index tab sheets keyed to Table of Contents listing.

.2 List sub-contractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

.3 Obtain warranties, guarantees and bonds, executed in duplicate by sub-contractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work.

.4 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.

.5 Verify that documents are in proper form, contain full information, and are notarized.

.6 Co-execute submittals when required.

.7 Retain warranties, guarantees and bonds until time specified for submittal.

End of Section 01 77 00

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1.0 GENERAL

1.1 Conditions

.1 All conditions of the Contract and Division 1, General Requirements, apply to this Section.

.2 All work shall meet the requirements of the Ontario Building Code and the Contract Documents including all amendments up to project date.

1.2 Scope of Work

.1 Supply all labor, plant, tools, equipment and materials necessary to perform the selective demolition and removal work specified in Section 01 11 00, Summary of Work, to the full extent of the Drawings and Specifications.

.2 Supply all labor, plant, tools, equipment and materials necessary to carry out the removal, disposal and/or storage of materials as specified and shown on the drawings.

1.3 Performance Requirements

.1 The removal and disposal of construction materials shall meet the specified requirements.

1.4 Submittals

.1 Submit for approval, drawings, diagrams or details clearly showing the sequence of disassembly and demolition, if required by authorities having jurisdiction.

1.5 Protection

.1 Provide temporary fence barriers (i.e., Fast Fence), guard rails, overhead protection, and other protection as required, to give full protection to occupants, general public, and workers employed on the demolition, and to adjacent buildings, properties and landscaping.

.2 Protect adjacent building surfaces and properties against damage which might occur from falling debris or other causes related to the work. Maintain free and safe passage to and from and within the buildings.

.3 Provide temporary protection against weather where work leaves unprotected openings in exterior walls of building.

.4 Prevent debris from blocking any building, site or municipal drainage system.

.5 Protect all windows and doors during removals.

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1.6 Related By-Laws and Standard Specifications

.1 By-Laws

.1 Conform with the requirements of the Ontario Building Code (latest edition) and all amendments and all local, municipal and provincial building by-laws and ordinances.

1.9 Inspection and Testing

.1 Any work not accepted by the Consultant shall be immediately corrected by the Contractor to the Consultant's satisfaction.

1.10 Measurement for Payment

.1 Removal and disposal of construction materials to expose the required substrates shall be paid for on a lump sum basis unless otherwise noted.

2.0 PRODUCTS

2.1 Materials

.1 All materials deemed re-usable by Pinchin Ltd. and/or Owner shall be carefully protected and stored for re-use as directed by Pinchin Ltd. and/or Owner.

2.2 Equipment

.1 Do not use equipment, which would cause the structure to be loaded beyond its design capacity.

3.0 EXECUTION

3.1 Examination

.1 The Contractor will confirm with the Consultant and the Owner all areas to be removed and/or disposed.

3.2 Demolition and Removal

.1 Use extreme care at all times. Confine effects of demolition to those parts which are to be demolished.

.2 Inform Consultant of any unusual or deteriorated construction revealed during removals. Allow Consultant to review conditions prior to replacement.

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.3 Perform work in a manner so as not to inconvenience persons outside those parts which are to be demolished.

.4 Do not overload any floor or wall with accumulations of material or debris or by any other loading.

.5 Do not sell or burn materials on site.

.6 Remove existing equipment, services and obstacles where required for refinishing or making good of existing surfaces, and replace as work progresses.

.7 Leave work in safe condition so that no part is in danger of toppling or falling at end of each day's work.

.8 Demolish in a manner to minimize dusting. Keep dusty materials wetted.

.9 Leave work areas in a watertight condition at end of each workday. Provide and adequately secure temporary fire-resistant tarps as required when work areas are left open overnight.

3.3 Disposal

.1 Dispose of debris on a continuous basis. Do not stockpile debris in a manner which would overload the structure.

.2 Dispose of demolished materials except where noted otherwise.

.3 Implement a waste management 3 R's program on this project site wherever feasible. Segregate from debris all materials which presently can be recycled or reused. Transport these materials to a reuse or recycling facility.

.4 Materials not acceptable for reuse or recycling shall be disposed of at an appropriate and authorized landfill site.

.5 Burning of debris or selling of materials on site will not be permitted.

.6 Take measures to control dust during disposal operations.

.7 Cost of transporting to dump site and for dumping of materials, etc., are to be included in the Bid Price.

.8 Treasure, such as coins, bills, paper of value, and articles of antiquity, discovered during demolition work at the site shall remain property of Owner.

End of Section 02 41 00

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1.0 GENERAL

1.1 Related Documents

.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 Summary

.1 Section includes historic treatment work consisting of repointing stone masonry joints with mortar.

1.3 Allowances

.1 Perform historic masonry repointing work under quantity allowances and only as authorized. Authorized work includes work required by Drawings and Specifications and work as directed in writing by the Consultant.

.2 Notify Consultant of extent of work performed that is attributable to quantity allowances.

.3 Perform work that exceeds quantity allowances only as authorized by Change Orders.

1.4 Sequencing and Scheduling

.1 Work Sequence: Perform stone historic treatment work in the following sequence:

- .1 Clean foundation wall.
- .2 Inspect for open or deteriorated mortar joints.
- .3 Rake out mortar from joints to be repointed.
- .4 Point mortar joints.

1.5 Action Submittals

.1 Product Data: For each type of product.

- .1 Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- .2 Include recommendations for product application and use.
- .3 Include test data substantiating that products comply with requirements.

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1.6 Quality Assurance

.1 Historic Treatment Specialist Qualifications: A qualified historic masonry repointing specialist. Experience in pointing or repointing only new or nonhistoric masonry is insufficient experience for masonry historic treatment work.

1.7 Preconstruction Testing

.1 Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on stone units as follows:

.1 Provide test specimens representative of proposed materials and existing construction.

.2 Existing Mortar: Test in accordance with ASTM C1324, modified as agreed by testing service and Consultant for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength. Use x-ray diffraction, infrared spectroscopy, and differential thermal analysis to supplement microscopical methods. Carefully remove samples of existing mortar for testing from within joints designated by the testing service. Provide temporary materials at locations from which existing samples were taken.

1.8 Delivery, Storage, and Handling

.1 Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

.2 Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

.3 Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.

.4 Store lime putty covered with water in sealed containers.

.5 Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.9 Field Conditions

.1 Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed in accordance with product manufacturers' written instructions and specified requirements.

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.2 Temperature Limits: Repoint mortar joints only when air temperature is between 4 and 32 deg C and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.

.3 Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:

.1 When air temperature is below 4 deg C, heat mortar ingredients and existing stone to produce temperatures between 4 and 49 deg C.

.2 When mean daily air temperature is below 4 deg C, provide enclosure and heat to maintain temperatures above 4 deg C within the enclosure for seven days after pointing.

.4 Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 32 deg C and above unless otherwise indicated.

2.0 PRODUCTS

2.1 Performance Requirements

.1 Source Limitations: Obtain each type of material for repointing historic masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 Mortar Materials

.1 Portland Cement: ASTM C150/C150M, Type I or Type II.

.2 Hydrated Lime: ASTM C207, Type S.

.3 Mortar Sand: ASTM C144 unless otherwise indicated.

.1 Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

.2 Color: Natural sand or ground marble, granite, or other sound stone of color necessary to match existing.

.4 Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

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.5 Water: ASTM C270, potable.

2.3 Mortar Mixes

.1 Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

.1 Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

.2 Do not use admixtures in mortar unless otherwise indicated.

.3 Mix mortar materials in accordance with ASTM C1713.

3.0 EXECUTION

3.1 Stone Repointing, General

.1 Have repointing work performed only by qualified historic treatment specialist.

3.2 Repointing

.1 Rake out and repoint joints to the following extent:

.1 Joints at locations of the following defects:

.1 Holes and missing mortar.

.2 Cracks 1/16 inch or more in width and of any depth.

.3 Hollow-sounding joints when tapped by metal object.

.4 Eroded surfaces 1/4 inch or more deep.

.5 Deterioration to point that mortar can be easily removed by hand, without tools.

.6 Joints filled with substances other than mortar.

.2 Do not rake out and repoint joints where not required.

.3 Rake out joints as follows:

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.1 Remove mortar from joints to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Consultant for direction.

.2 Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.

.3 Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Consultant.

.4 Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar in bed joints and mortar in head joints by hand with chisel and resilient mallet.

.4 Notify Consultant of unforeseen detrimental conditions, including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.

.5 Pointing with Mortar:

.1 Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.

.2 Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly, and allow it to become thumbprint hard before applying next layer.

.3 After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer, and allow it to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.

.4 When mortar is thumbprint hard, tool joints to match original appearance of joints. Remove excess mortar from edge of joint by brushing.

.5 Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

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.1 Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.

.2 Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.

.6 Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Remove mortar and repoint.

.6 Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

End of Section 04 03 43

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1.0 GENERAL

1.1 Reference Standards

.1 American National Standards Institute (ANSI)

.1 ANSI/ASME 18.6.1 Wood Screws (Inch Series).

.2 Architectural Woodwork Manufacturers Association of Canada (AWMAC) and Architectural Woodwork Institute (AWI)

.1 Architectural Woodwork Quality Standards, latest edition.

.3 ASTM International

.1 ASTM A 153/A 153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

.2 ASTM F1667 Standard Specification for Driven Fasteners: Nails, Spikes and Staples.

1.2 Quality Assurance

.1 Perform Work of this Section by finish carpentry contractor with minimum 5 years of current experience.

1.3 Delivery, Storage and Handling

.1 Deliver, store and handle materials in accordance with AWS recommendations and as follows.

.2 Deliver finish carpentry materials only when area of work is enclosed, area is broom clean and site environmental conditions are acceptable for installation.

.3 Storage and Handling Requirements:

.1 Store materials in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

.2 Maintain indoor temperature and humidity within range recommended by AWS for location of the Work.

.3 Store products on site as specified for minimum 72 hours prior to installation.

.4 Store and protect finish carpentry products from moisture, nicks, scratches, and blemishes.

.5 Replace defective or damaged materials with new.

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2.0 PRODUCTS

2.1 Quality Grade

.1 Provide all materials and perform all work of this Section in accordance with AWMAC AWS Custom Grade.

2.2 Materials

.1 Softwood and hardwood lumber: Sound lumber to specified AWS grade requirements, kiln-dried to moisture content recommended for location of the Work.

.1 Machine stress-rated lumber is acceptable for all purposes.

.2 Profiles: to match existing.

2.3 Fastenings

.1 Provide screws, bolts, expansion shields and other fastening devices required for satisfactory installation.

.2 Nails and staples: to ASTM F1667, galvanized to ASTM A 153/A 153M for exterior work.

.3 Wood screws: to ANSI/ASME 18.6.1, countersunk flush type unless indicated otherwise, in sizes to suit application, galvanized to ASTM A 153/A 153M for exterior work.

3.0 EXECUTION

3.1 Examination

.1 Verification of Conditions: verify conditions of substrates are acceptable for wood products installation in accordance with AWS tolerances and requirements of Contract Documents.

.1 Inform Consultant of unacceptable conditions immediately upon discovery.

.2 Proceed with installation only after unacceptable conditions have been remedied.

3.2 Preparation

.1 Back prime woodwork before installation, to AWS.

3.3 Installation

.1 Install items of finish carpentry in accordance with AWMAC AWS grade specified.

.2 Install items of finish carpentry at projected rooms above porches shown on drawings.

.1 Position accurately, level, plumb straight.

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.2 Fasten and anchor securely.

.3 Scribe and cut as required, fit to abutting walls, and surfaces, fit properly into recesses and to accommodate any projecting, intersecting or penetrating objects.

.4 Form joints to conceal shrinkage.

3.4 Construction

.1 Fastening:

.1 Position items of finished carpentry work accurately, level, plumb, true and fasten or anchor securely.

.2 Design and select fasteners to suit size and nature of components being joined. Use proprietary devices as recommended by manufacturer.

.3 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round smooth cut hole and plug with wood plug to match material being secured.

.4 Replace items of finish carpentry with damage to wood surfaces including hammer and other bruises.

3.5 Cleaning

.1 Leave Work area clean at end of each day.

.2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment.

.3 Waste Management: separate waste materials for reuse and recycling.

3.6 Touchup and Protection

.1 Fill and retouch all nicks, chips and scratches in factory finishes and substrate materials to AWS standards. Replace damaged items that cannot be repaired to AWS standards.

.2 Protect installed products and components from damage during construction.

.3 Repair damage to adjacent materials caused by finish carpentry installation.

.4 Leave work to be site finished ready for finishing by Section 09 91 13 - Exterior Painting.

End of Section 06 20 00

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1.0 GENERAL

1.1 General Requirements

.1 The General Conditions, the Supplementary Conditions, the Instructions to Bidders and Division One General Requirements shall be read in conjunction with and govern this section.

.2 The Specification shall be read as a whole by all parties concerned. Sectioning of the Specification is for convenience. Each Section may contain more or less than the complete work of any trade. The Contractor is solely responsible to make clear to the Subcontractors the extent of their work.

1.2 Description

.1 Supply labour, materials, plant, tools and equipment to complete the Work as shown on the Drawings and as specified herein including, but not limited to the following:

.1 Platon wrap waterproofing system, and

.2 Backfill.

1.3 Submittals

.1 Prior to commencing the Work, submit copies of manufacturers current certification to ISO 9000. Waterproofing products and associated auxiliary materials shall be included.

.2 Prior to commencing the Work submit manufacturers complete set of standard details for waterproofing systems.

1.4 Quality Assurance

.1 Perform Work in accordance with the printed requirements of the manufacturer and this specification. Advise Consultant of any discrepancies prior to commencement of the Work.

.2 Maintain one copy of manufacturers literature on site throughout the execution of the Work.

.3 At the beginning of the Work and at all times during the execution of the Work, allow access to site by the waterproofing manufacturers representative. Arrange for a manufacturer technical representative to review work on site.

1.5 Delivery, Storage and Handling

.1 Deliver materials to the job site in undamaged and original packaging indicating the name of the manufacturer and product.

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.2 Store role materials horizontally in original packaging.

1.6 Co-ordination

.1 Ensure continuity of the waterproofing throughout the scope of this section.

.2 Work shall be so scheduled as to provide a watertight seal at the end of each working day on the areas worked upon during the day.

1.7 Site Conditions

.1 Environmental Requirements

.1 No installation work shall be performed during rainy or inclement weather and on frost or wet covered surfaces.

.2 Protection

.1 Provide adequate protection of materials and work of this section from damage by weather backfilling operations and other causes.

.2 Protect work of other trades from damage resulting from work of this section. Make good such damage at own expense to satisfaction of the Consultant.

1.8 Alternates

.1 Alternate submission format to include:

.1 Submit evidence that alternate materials meet or exceed performance characteristics of Product requirements and exceed the requirements of the National Building Code.

.2 Submit copies of manufacturers' current ISO certification.

.3 Submit references clearly indicating that the manufacturer has successfully completed projects of similar scope and nature for a minimum of fifteen years.

.4 Submit manufacturers' complete set of standard details for the waterproofing systems showing a continuous plane of water tightness.

.2 Acceptable alternates will be confirmed by addendum. Substitute materials not approved in writing prior to tender closing shall not be permitted for use on this project.

1.9 Warranty

.1 Contractor hereby warrants that the waterproofing will stay in place and remain leakproof for three (3) years.

.2 Waterproofing manufacturer hereby warrants that the waterproofing will remain in a watertight condition and will not leak as a result of faulty materials for a period of thirty

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(30) years. Scope of warranty shall include materials required to return to a watertight condition.

2.0 MATERIALS

.1 Platon foundation wrap waterproofing: High density polyethylene sheet, dimpled throughout field of sheet, with flat flange on manufactured edges. Manufactured by Armtec.

.2 Accessories

- .1 Securement bars or clips as recommended by the manufacturer,
- .2 Moulding strip as recommended by the manufacturer to fit over exposed top edge of the platon waterproofing,
- .3 Plugs and fasteners to be high strength, corrosion resistant concrete, and as recommended by the manufacturer,
- .4 Termination sealant compatible with sheet waterproofing and substrate, remains flexible with aging and chemically resistant to alkalis, calcium chloride, mild acid and salt solutions.

3.0 EXECUTION

3.1 Examination

.1 Before commencing work, ensure environmental and site conditions are suitable for installation of waterproofing.

.2 Verify that substrates are sound enough to retain fasteners.

.3 Verify that finish grade elevations are clearly marked.

.4 Do not begin installation until substrates have been properly prepared.

.5 Notify Consultant of unsatisfactory preparation before proceeding.

3.2 Preparation

.1 Clean surfaces "broom clean" prior to installation.

.2 Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

- .1 Remove projections larger than 6 mm (1/4”); remove sharp edges.
- .2 Ensure cut limestone masonry repointing is complete as required to provide suitable substrate. Voids, cracks, holes and other damages to substrate shall be repaired before application of the waterproofing.

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.3 Mark installation locations on walls prior to starting installation.

3.3 Installation

.1 Install in accordance with manufacturer's recommended procedures.

.2 General Platon Installation: Start at lowest point and work to top, running length of sheets horizontally and overlapping upper sheets in shingle fashion at least 6 inches (150 mm); lap vertical joints at least 6 inches (150 mm).

.1 Install sheets without gaps, wrinkles, creases, or tears.

.2 Align and interlock overlapping layers.

.3 Secure to substrate at edges and in the field of the sheet using fasteners and methods recommended by sheet manufacturer; stagger fasteners in alternate rows.

.4 Flash and seal top edges, around openings and penetrations, and other locations recommended by manufacturer, in manner recommended by manufacturer.

.3 Install with protruding dimples on side facing the substrate and filter fabric on side facing away from the substrate, unless otherwise indicated.

.4 Unless otherwise indicated, fasten dimpled sheets using specified fasteners at not more than 12 inches (305 mm) on center.

.5 At top, install fasteners, platon moulding, and sealant to ensure water-tight.

.6 Repairs to Dimpled Sheet: Apply patch made of same material interlocked around tear or penetration.

.7 Prior to backfilling, inspect drainage sheet and repair damaged sheet as required.

.8 Ensure waterproofing is fully concealed from view at grade level by backfill.

3.4 Clean-Up

.1 Promptly as the work proceeds and on completion clean up and remove from site all rubbish and surplus materials resulting from the foregoing work.

End of Section 07 13 00

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1.0 GENERAL

1.1 References

.1 CAN/CGSB-19.13, Sealing Compound, One-component, Elastomeric, Chemical Curing.

1.2 Samples

.1 Submit duplicate samples of each type of material and colour.

1.3 Delivery, Storage, and Handling

.1 Deliver, handle, store and protect materials in accordance with manufacturer’s instructions.

.2 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels, intact. Protect from freezing, moisture, water and contact with ground or floor.

1.4 Environmental and Safety Requirements

.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials.

.2 Regarding labelling and provision of material safety data sheets acceptable to Labour Canada.

.3 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

1.5 Waste Management and Disposal

.1 Separate and recycle waste materials in accordance with a Waste Reduction Workplan.

.2 Place materials defined as hazardous or toxic waste in designated containers.

.3 Ensure emptied containers are sealed and stored safely for disposal away from children.

.4 Dispose of surplus chemical and finishing materials in accordance with federal, provincial and municipal regulations.

.5 Separate corrugated cardboard in accordance with the Waste Management Plan and place in designated areas for recycling.

.6 Fold up metal banding, flatten, and place in designated area for recycling.

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.7 Use trigger operated spray nozzles for water hoses.

.8 Return solvent and oil soaked rags for contaminant recovery and laundering or for proper disposal.

.9 Use the least toxic sealants, adhesives, sealers, and finishes necessary to comply with the requirements of this section.

.10 Close and seal tightly all partly used sealant containers and store protected in well ventilated fire-safe area at moderate temperature.

.11 Place used hazardous sealant tubes and other containers in areas designated for hazardous materials.

1.6 Section Includes

.1 Provide labour, materials, products, equipment and services to complete the joint sealants work.

.2 Where the term 'caulking' is used on the Drawings, it shall mean joint sealants.

1.7 Quality Assurance:

.1 Work of this Section shall be performed by a recognized and established sealant applicator having at least five years' experience using skilled mechanics thoroughly trained and competent in the use of sealing equipment and the specified materials.

.2 Arrange with the sealant manufacturers for a visit to the Work site by one of their technical representatives before beginning the sealing installation, to discuss with the sealant applicator, Contractor and the Consultant the procedures to be adopted, to analyze site conditions and inspect the surfaces and joints to be sealed, in order that recommendations may be made.

.3 The sealant manufacturer shall provide the Consultant with a letter stating that the Contractor is an approved applicator of the products intended for use on this project.

.4 Discuss the following items:

.1 Weather conditions under which work will be done.

.2 Anticipated frequency and extent of joint movement.

.3 Joint design.

.4 Suitability of durometer hardness and other properties of material to be used.

.5 Numbers of beads to be used in the sealing operation.

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1.8 Submittals:

.1 Submit a signed letter from the sealant manufacturer prior to commencement of work of this Section, which states:

.1 Sealant materials as selected for use from those specified.

.2 Surface preparation requirements.

.3 Priming and application procedures.

.4 Verification that sealants are suitable for purposes intended and joint design.

.5 Sealants are compatible with other materials and products with which they come in contact including but not limited to sealants provided under other Sections, insulation adhesives, bitumens, brick, stone, concrete, concrete block, metals and metal finishes.

.6 Verification that sealants are suitable for temperature and humidity conditions at time of application.

.7 Submit samples of each sealant along with colour cards for Consultant's selection.

.8 Submit written reports to consultant after each site visit by manufacturer.

1.9 Environmental Conditions:

.1 Ambient and substrate surface temperatures shall be above 10°C for a period of 24hrs before, during and after application and curing of the work of this Section.

1.10 Warranty:

.1 Warrant the work of this Section against defects in materials and workmanship for a period of 5 years.

.2 Under the warranty, materials shall not breakdown, decompose, lose their resiliency, crack, nor lose bond with sides of joints.

2.0 PRODUCTS

2.1 Materials

.1 All sealants: Non-bleeding and capable of supporting their own weight except for self-levelling type sealants for horizontal surfaces:

.1 Sealants: One component polyurethane conforming to CAN2 19.13 M82. Acceptable products will be Dymonic as manufactured by Tremco Limited or approved equivalent.

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.2 Bond breaker: pressure sensitive plastic tape, which will not bond to sealants.

.3 Colours for sealants: As selected by the Consultant and Owner from standard colours.

.4 Joint filler: Continuous, extruded, polyolefin foam, consisting of non-absorbing outer skin and highly resilient interior, non-gassing, cellular network of open and closed cells, sized 25% greater than joint width, having the following characteristics:

-Density	2.0 lb/ft^3 (ASTM D1622)
-Tensile strength	25 psi (ASTM D1623)
-Water absorption	0.5% by volume (ASTM C509)
-Deflection at 50% compression	3 psi
-Recovery at 50%	95%
-Out-gassing	None
-Temperature range	-45°F to 225°F

.2 Primers: As recommended by the sealant manufacturer for each type of substrate and primers shall suit the various job conditions.

.3 Cleaning material: Non-corrosive and non-staining solvent type, Xylol, Methyl-ethyl-ketone (MEK), Toluol, Isopropyl alcohol or as recommended by the sealant manufacturer and acceptable to the material or finish manufacturers for surfaces adjacent to sealed areas.

.4 All sealants, cleaning solvents, joint backing and primers: Compatible with each other and approved by the sealant manufacturer.

3.0 EXECUTION

3.1 Protection

.1 Protect installed work of other trades from staining or contamination.

3.2 Preparation

.1 Remove dust, paint, loose mortar and other foreign matter. Dry joint surfaces.

.2 Remove rust, mill scale and coatings from ferrous metals by wire brush, grinding or sandblasting.

.3 Remove oil, grease and other coatings from non-ferrous metals with joint cleaner.

.4 Prepare concrete, masonry, glazed and vitreous surfaces to sealant manufacturer's instructions.

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.5 Examine joint sizes and correct to achieve depth ratio 1/2 of joint width with minimum width and depth of one-quarter (1/4") inch, maximum width one (1") inch.

.6 Install joint filler to achieve correct joint depth.

.7 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

.8 Apply bond breaker tape where required to manufacturer's instructions.

.9 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

3.3 Examination

.1 Ensure joints are suitable to accept and receive the sealants.

.2 Ensure surfaces are sound, dry, free from all contaminants, including but not limited to dirt, water, frost, loose scale, corrosion, bitumen, paints and other contaminants which may adversely affect the performance of the sealing materials.

.3 Do not apply sealant to masonry until mortar has cured.

.4 Before any sealing work is commenced test the materials for indications of staining or poor adhesion.

3.4 Cleaning Procedures

.1 Immediately clean adjacent surfaces, which have been soiled and leave work in a neat, clean condition.

.2 Remove excess materials and droppings using recommended cleaners and solvents.

.3 Metal:

.1 Blast cleaning: Sandblast or iron shot blast surfaces requiring heavy cleaning down to bright metal.

.2 Remove loose matter by compressed air or commercial vacuum cleaner.

.3 Power tool cleaning: Clean surfaces by wire brush, impact tools, and abrasive wheels or by buffing.

.4 Remove loose matter by compressed air or vacuum cleaner.

.5 Solvent cleaning: Clean with solvent applied by spray or brush:

.1 Wipe with clean, dry wiping cloths.

.2 Remove paints with paint remover and wipe with solvent.

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.3 Remove residue.

.4 Concrete, Marble, Stone, Brick:

.1 Remove friable material with wire brush until surfaces are sound:

.1 Remove surface residue with a stiff brush and vacuum cleaner.

.2 Ensure rough edges are ground smooth.

.3 Sandblast joint surface or grind with wire wheel, vacuum clean and wipe with M-e-k solvent prior to the application of new materials:

.1 A black cloth rubbed onto the surface to be sealed should not pick up any particles (residue) when sufficiently cleaned.

.4 The joint shall be further prepared to all other requirements of the joint sealant manufacturer which are not listed in this section.

.5 Concrete surfaces shall be cured for at least 28 days.

.6 Allow joints to dry thoroughly.

.7 Completely remove resinous products used, such as curing compounds and form release agents.

.5 Glass, Ceramics and Porcelain:

.1 Brush with solvent and wipe with clean, dry wiping cloths.

.2 Remove residue.

.6 Wood:

.1 Remove foreign matter such as soil, paint, grease, bitumen, resin with solvents, abrasives and paint removers; remove residue.

.2 Provide surfaces, which are clean and dry.

.7 Do not exceed shelf life and pot life of the materials, and installation times, as stated by the manufacturers.

.8 Be familiar with the work life of the sealant to be used. Do not mix multiple component materials until required for use.

.9 Thoroughly mix multiple component sealants, and bulks sealants when recommended by manufacturer, using a mechanical mixer capable of mixing at 80-100 rpm without mixing air into the material. Continue mixing until the material is a uniform colour and free from streaks of unmixed material.

.10 Mask areas adjacent to joints to be sealed.

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.11 Prevent contamination of adjacent surfaces.

.12 Remove masking promptly after the joint sealing has been completed.

.13 Arrange for the sealant manufacturer's technical representatives to visit the site prior to the commencement of the sealing to meet with the Contractor and the Consultant.

3.5 Installation

.1 Sealant manufacturer to visit site periodically and to provide written reports to Consultant ensuring sealant is in accordance with good trade practice, the manufacturer's recommendations and the intent of this Specification.

.2 Install materials in compliance with the recommendations of their manufacturer.

.3 Prime joints to receive sealants unless material is self-priming.

.4 Apply primer with a brush, which will permit joint surfaces to be primed.

.5 Perform priming immediately before installation of sealants, allowing minimal time between priming and sealing as recommended by the sealant manufacturer.

.6 Sealants generally shall be of gun grade or knife grade non-sag consistency to suit the joint condition.

.7 Use gun nozzles of the proper sizes to suit the joints and the sealant material.

.8 Sealants for joints with 0% slope in all directions (other than overhead joints) may be self-levelling type.

.9 For joints with backing rod, fill joints to produce joint profile with optimum sealant cross-sections:

.1 Provide joint depth of one half the joint width.

.10 Install sealant with pressure operated guns.

.11 Use sufficient pressure to fill all voids and joints solid.

.12 Sealant shall bond to the sides of the joint only and shall not adhere to the joint backing material.

.13 Provide bond breaker material where necessary.

.14 Install when surfaces and ambient temperatures are suitable for the material used.

.15 Pour or gun self-levelling, low viscosity grades of sealant into joints with 0% slope other than overhead joints.

.16 If applied by gun, hold the nozzle to the bottom of the joints to ensure complete filling of the joints.

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.17 Ensure that the correct sealant depth is maintained.

.18 Superficial coating with a skin bead will not be accepted.

.19 Sealant installations shall be a full bead free from any air pockets and embedded impurities, providing smooth surfaces, free from ridges, wrinkles, sags, air pockets and imbedded impurities.

.20 After joints have been completely filled, tool them neatly to a slightly concave surface.

.21 Tool sealants to achieve airtight joints.

.22 Use wet tools as required.

3.6 Repair

.1 Cut out damaged or otherwise unacceptable or rejected sealant, repeat preparation, prime joints and install new material as specified, and acceptable to the Consultant.

3.7 Protection of Completed Work

.1 Provide approved, non-staining means of protection for the completed joint sealant installations where required to protect the work from mechanical, thermal, chemical and other damage by construction operations and traffic.

.2 Maintain protection securely in place until Project completion.

.3 Remove protection when so directed by the Consultant.

End of Section 07 92 00

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1.0 GENERAL

1.1 Action Submittals

.1 Product Data: For each type of product. Include preparation requirements and application instructions.

.1 Indicate VOC content.

.2 Samples for Initial Selection: For each type of topcoat product.

1.2 Closeout Submittals

.1 Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.3 Quality Assurance

.1 Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

.1 Final approval of color selections will be based on mockups.

.1 If preliminary color selections are not approved, apply additional mockups of additional colors selected by Consultant at no added cost to Owner.

.2 Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Consultant specifically approves such deviations in writing.

1.4 Delivery, Storage, and Handling

.1 Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture’s label with the following information:

.1 Product name and type (description).

.2 Batch date.

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.3 Color number.

.4 VOC content.

.5 Environmental handling requirements.

.6 Surface preparation requirements.

.7 Application instructions.

.2 Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 7 deg C.

.1 Maintain containers in clean condition, free of foreign materials and residue.

.2 Remove rags and waste from storage areas daily.

1.5 Field Conditions

.1 Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 10 and 35 deg C.

.2 Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 3 deg C above the dew point; or to damp or wet surfaces.

2.0 PRODUCTS

2.1 Manufacturers

.1 Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from one of the following:

.1 Benjamin Moore & Co.

.2 PPG Architectural Coatings.

.3 Valspar Corporation - Architectural (Pro).

.2 Comparable Products:

.1 Products are approved by manufacturer in writing for application specified.

.2 Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.

.3 Source Limitations: Obtain paint materials from single source from single listed manufacturer.

.1 Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

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2.2 Paint, General

.1 Material Compatibility:

.1 Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

.2 For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

.2 VOC Content: For field applications, provide paints and coatings that complies with VOC content limits of authorities having jurisdiction.

.3 Colours: As selected by Owner from manufacturer's full range. Samples of paint colours must be approved by the City and match historic colours

2.3 Source Quality Control

.1 Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

.1 Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.

.2 Testing agency will perform tests for compliance with product requirements.

.3 Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.0 EXECUTION

3.1 Examination

.1 Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in

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question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

.1 Report, in writing, conditions that may affect application, appearance, or performance of paint.

.2 Substrate Conditions:

.1 Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

.1 Wood: 15 percent.

.3 Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 Preparation

.1 Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.

.2 Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

.1 After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

.3 Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

.1 Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

.4 Wood Substrates:

.1 Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.

.2 Sand surfaces that will be exposed to view, and dust off.

.3 Prime edges, ends, faces, undersides, and backsides of wood.

.4 After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

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3.3 Application

.1 Apply paints according to manufacturer's written instructions and recommendations.

.1 Use applicators and techniques suited for paint and substrate indicated.

.2 Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.

.2 Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

.3 If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

.4 Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 Field Quality Control

.1 Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

.1 Contractor shall touch up and restore painted surfaces damaged by testing.

.2 If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 Cleaning and Protection

.1 At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

.2 After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

.3 Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Consultant, and leave in an undamaged condition.

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.4 At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 Exterior Painting Schedule

.1 Wood Substrates:

.1 Prime Coat: Primer, latex for exterior wood.

.1 S-W Exterior Latex Primer, B42, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

.2 Intermediate Coat: Latex, exterior, matching topcoat.

.3 Topcoat: Latex, exterior:

.1 S-W A-100 Exterior Latex (gloss level to match existing), at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

End of Section 09 91 13

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1.0 GENERAL

1.1 Summary

.1 All conditions of the Contract and Division 1, General Requirements, apply to this section.

.2 Execute work to the highest standards of workmanship in the industry by fully trained workers in strict accordance with the applicable standards.

1.2 Quality Assurance

.1 Work of this section shall include protection measures, consisting of materials, constructions and methods, required by The Occupational Health and Safety Act and Regulations for Construction Projects, and as otherwise imposed by jurisdictional authorities to save persons and property from harm resulting from work of this section.

1.3 Shoring and Bracing

.1 Prevent movement or settlement, safeguard and maintain integrity of adjacent structures, earth, bench marks, services, walks, paving, trees, curbs, landscaping, adjacent grades. Provide bracing and shoring as required.

.2 Shore and brace excavations to prevent failure in accordance with The Occupational Health & Safety Act and Regulations for Construction Projects and applicable local regulations.

.3 Make good and pay for any damage and be liable for any injury resulting from inadequate shoring and bracing.

1.4 Utility Lines

.1 Before commencing work, establish location and extent of underground utility lines in area of excavation. Clearly and unmistakably mark such locations to prevent accidental disturbance during work.

.2 Maintain existing lines in area of excavation which must remain active.

.3 Remove abandoned utility lines to distance of 1800 mm from existing foundations. Cap or otherwise seal lines at cut-off points.

.4 Record locations of maintained, re-routed and abandoned underground utility lines.

.5 Make good and pay for damage to existing utility lines resulting from work.

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1.5 Protection

.1 Protect bottoms of excavations from softening. Should softening occur, remove softened soil and replace with approved material.

.2 Protect bottoms of excavations from freezing.

.3 Construct banks in accordance with local by-laws.

.4 Provide adequate protection around bench markers, layout markers, survey markers, and geodetic monuments. If disturbed or destroyed, have them replaced by registered Ontario land surveyor at contractor's cost.

.5 Provide protection to ensure no damage to any remaining facilities and equipment situated on site.

.6 Effect approved measures to minimize dust as result of this work.

.7 Do not stockpile excavated material to interfere with site operation or drainage.

.8 Provide protection to remaining and/or existing services. Be responsible for rectifying any damage to existing services resulting from this operation.

1.6 Compaction Densities

.1 Compaction densities are percentages of maximum densities obtainable from ASTM D698-70.

1.7 Warranty

.1 Warrant against erosion and settlement defects and deficiencies for a period of three years from Substantial Performance.

2.0 PRODUCTS

2.1 Materials

.1 All materials and equipment brought to the work site must be in good condition and free of contamination.

.2 Granular B Type 1:

.1 Compactable, within 2% of optimum moisture content, granular or cohesive soil, as approved by Geotechnical Consultant. Submit samples for approval prior to backfilling operations. OPSS Form 1010, Granular "B".

.3 Granular A:

.1 OPSS Form 1010, Granular "A".

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2.2 Stockpiling

.1 If applicable, stockpile fill materials in areas designated by Contractor with Consultant approval.

.2 No stockpiling is allowed on site. Remove and dispose of excavated material off site. Supply and install new material as required.

3.0 EXECUTION

3.1 Examination

.1 Ensure in examination of the site that all possible factors concerning earthwork are investigated, and the following are known in particular:

.1 Methods and means available for material handling, disposal, storage and transportation.

.2 Physical conditions of site, including ground water table and drainage courses.

.3 Confirmation and condition of ground surfaces.

.4 Character, quality and quantity of surface and subsurface materials.

3.2 Preparation

.1 Protect existing structures, fences, walls, paving and other property on site and on adjacent properly from damage by excavating, trenching, and grading work, by removing, stockpiling and transporting of materials, by blown sand, dirt, and dust during work, by collapse or movement of excavated banks and stockpiles and by storm water from altered drainage courses.

.2 Prevent damage to sides and bottoms of excavated pits and trenches from exposure to sun and rain which would cause cave-ins or softening of beds on which existing foundations and drains rest. Prevent flow of water and earth fines into excavated pits and trenches. Seal or divert flow from springs that fill excavations.

.3 Bail, pump out or divert water from excavations, from whatever cause, as it accumulates, and until the time trenches and pits are backfilled.

.4 Protect newly graded and filled areas from washout sand settlements caused by rain and water drainage. Fill and grade settled or washed out areas to required levels and slopes under work of this section, before completion of project.

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.5 Protect from freezing excavated surfaces against which concrete or fill is placed, but should they become frozen, thaw them out and remove material softened thereby to firm base.

3.3 Excavation and Backfilling

.1 Carefully scale down slopes and remove boulders, fragments and outside excavation which are liable to roll or slide back into excavation.

.2 Remove existing concrete and asphalt pavement, abandoned service lines, and all other obstructions of whatever nature encountered in course of work.

.3 At all over excavated areas, fill with compacted granular materials of appropriate gradation requirements and degree of compacted as directed.

.4 Should utility services be encountered, notify Consultant immediately before proceeding.

.5 Excavate temporary sump as necessary to assist in dewatering operations, refill on completion of use.

.6 Remove all organic materials, soft spots, buried debris and rubbish from site.

.7 Do not commence backfilling until areas of work to be backfilled have been inspected pipe and conduit joints tested and accepted by Consultant.

.8 Areas to be backfilled shall be free from debris, snow, ice, water or frozen ground. Backfill material shall not be frozen or contain ice, snow or debris.

.9 Place and compact fill materials in continuous horizontal layers not exceeding 200 mm loose depth. Use methods to prevent disturbing or damaging buried services. Make good any damage.

.10 Do not use frozen material for backfilling or filling.

.11 Repair municipal roads damaged or contaminated as a result of this work.

3.4 Fill Types and Compaction

.1 Dimensions specified in following paragraphs are minimum dimensions of fill after compaction.

.2 Fill excavation with Granular A material. Compact to 100% density in two lifts to a depth of 300mm.

.3 If, during progress of work, tests indicate fills do not meet specified requirements, remove defective fills, replace and retest at no extra cost.

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3.5 Inspection and Testing

.1 Testing of materials and compaction will be carried out by testing laboratory designated by Consultant.

.2 Costs for inspection and testing to be included in Bid Price.

.3 Sieve analysis: proposed fill materials will be tested to confirm suitability for intended use and conformity with specifications.

.4 Density test: tests will be conducted on compacted fill to ASTM D698-70.

End of Section 31 23 21

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GENERAL NOTES

1. THIS PROJECT AND ALL WORK ASSOCIATED WITH THIS PROJECT SHALL CONFORM TO PROVINCIAL AND MUNICIPAL CODE REQUIREMENTS.
2. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH OSHA O. REG. 213/91 AS AMENDED.
3. THE CONSULTANT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE ON PROCEDURE OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONSULTANT ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OF PLANS FOR BID PURPOSES PRIOR TO THE ISSUANCE OF BUILDING PERMIT.
5. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR EXAMINING CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ITEMS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE CONSULTANT BEFORE PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.
6. CONTRACTOR SHALL MAINTAIN RECORD DOCUMENTS OF CONSTRUCTION CHANGES ('AS-BUILT DRAWINGS") AND SHALL PROVIDE SAID DOCUMENTATION TO THE CONSULTANT UPON COMPLETION OF CONSTRUCTION - NO EXCEPTION ALLOWED. CONTRACTOR TO PROVIDE OPERATIONS AND MAINTENANCE MANUAL INCLUDING MARKED UP AS-BUILTS, APPROVED SHOP DRAWINGS, DATA SHEETS, WARRANTIES, AND MANUFACTURERS INSPECTION REPORTS.
7. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE TO COORDINATE WITH ALL SUBCONTRACTORS FOR REQUIREMENTS ESTABLISHED BY OWNER.
8. THE INTENT OF ALL DRAWINGS AND SPECIFICATIONS IS TO INCLUDE ALL LABOUR, MATERIALS AND SERVICES NECESSARY FOR THE COMPLETION OF ALL WORK SHOWN, DESCRIBED OR REASONABLY IMPLIED, BUT NOT LIMITED TO THAT EXPLICITLY INDICATED IN THE CONTRACT DOCUMENTS.
9. INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS UNLESS NOTED OTHERWISE.
10. ANY WORK INSTALLED IN CONFLICT WITH THE CONSTRUCTION DRAWINGS WITHOUT THE PRIOR APPROVAL OF THE OWNER OR THE CONSULTANT SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
11. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONSULTANT IMMEDIATELY OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE OR THAT WILL CAUSE A DELAY IN THE CONSTRUCTION COMPLETION SCHEDULE. THE CONTRACTOR SHALL SUBMIT CONFIRMATIONS OF DELIVERY DATES FOR ORDERS OF MATERIALS AND EQUIPMENT HAVING LONG LEAD TIMES.
12. PROJECT SPECIFICATIONS ARE AN INTEGRAL PART OF THESE PLANS - SUBSTITUTIONS FOR SPECIFIED MATERIALS REQUIRE THE WRITTEN APPROVAL FROM THE CONSULTANT.
13. THE CONSULTANTS REVIEW OF SHOP DRAWINGS SHALL NOT RELIEVE THE GENERAL CONTRACTOR OR SUBCONTRACTOR FROM RESPONSIBILITY FOR DEVIATIONS FROM THE DRAWINGS OR SPECIFICATIONS UNLESS HE HAS, IN WRITING, BROUGHT TO THE ATTENTION OF THE CONSULTANT SUCH DEVIATIONS AT THE TIME OF THE SUBMISSION, NOR SHALL IT RELIEVE THE GENERAL CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OF ANY SORT IN THE DRAWINGS.
14. CONTRACTOR TO REINSTATE ANY DISTURBED SURFACE BACK TO EQUAL OR BETTER CONDITION THAN EXISTING TO SATISFACTION OF THE OWNER.
15. CONTRACTOR TO MAINTAIN WATERTIGHT CONDITIONS AT ALL TIMES DURING THE WORK.
16. DISCONNECTION AND RECONNECTION OF ANY MECHANICAL OR ELECTRICAL COMPONENTS ARE INCLUDED IN THE SCOPE OF WORK, AS REQUIRED.

NO.	REVISION	DATE
2	FINAL DESIGN	2021-02-01
1	DRAFT DESIGN	2021-01-15

PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
FOUNDATION RESTORATION/REPAIR
OLD STONE HOUSE - ERMATINGER-CLERGE
NATIONAL HISTORIC SITE,
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

DRAWING NAME
GENERAL NOTES

FILE NUMBER 279469	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY M.MILANI-NIA
SCALE NTS	DRAWING NUMBER A0
DATE JAN 2021	



NO.	REVISION	DATE
2	FINAL DESIGN	2021-02-01
1	DRAFT DESIGN	2021-01-15

NOTE:
CONTRACTOR MUST VERIFY ALL QUANTITIES, DIMENSIONS, AND JOB SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE APPROPRIATE AUTHORITY PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS.

PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
FOUNDATION RESTORATION/REPAIR
OLD STONE HOUSE - ERMATINGER-CLERGE NATIONAL HISTORIC SITE,
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

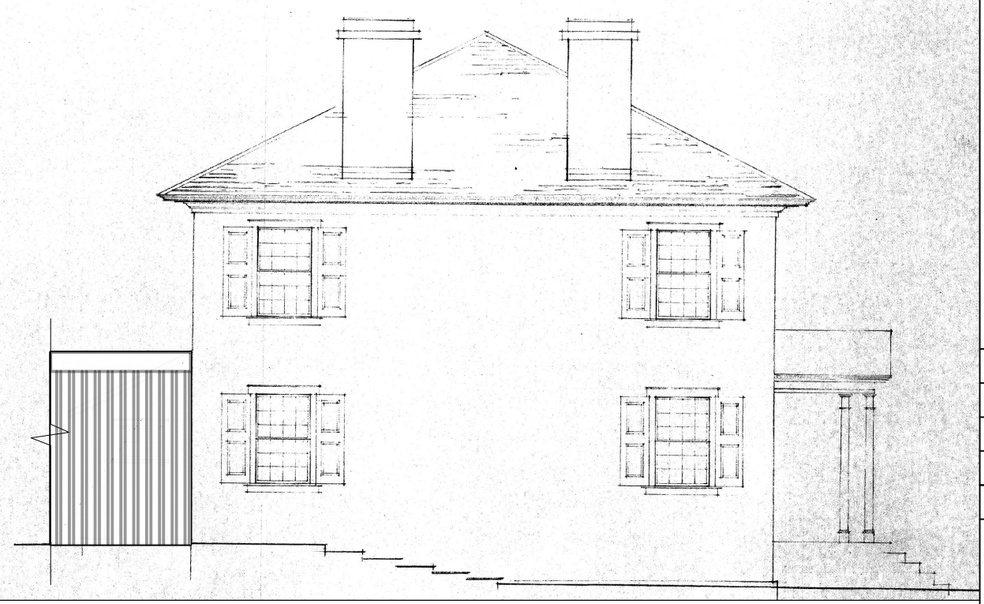
DRAWING NAME
SITE PLAN

FILE NUMBER 279469	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY M.MILANI-NIA
SCALE NTS	DRAWING NUMBER A1
DATE JAN 2021	



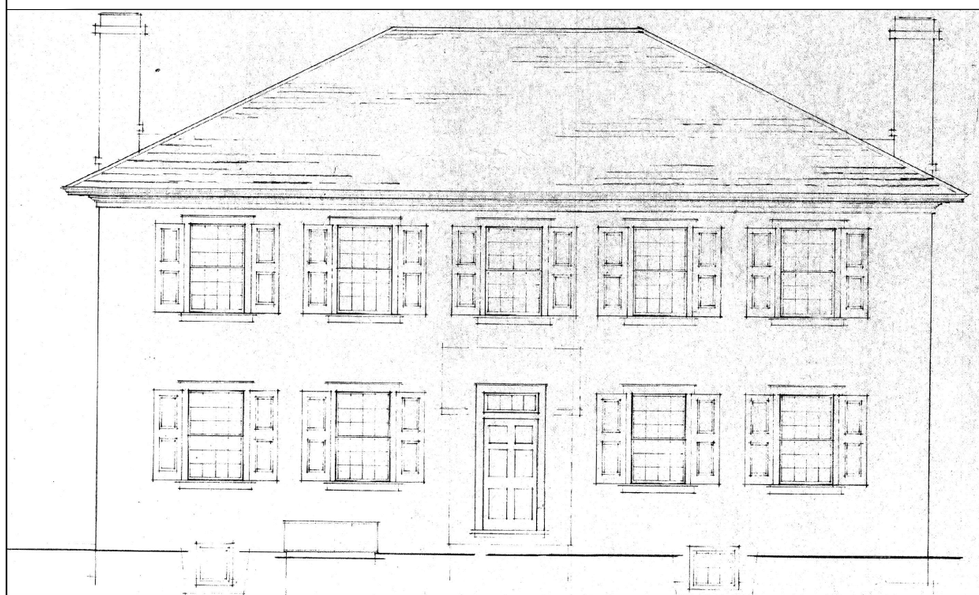
1 / A2 SOUTH ELEVATION

NTS



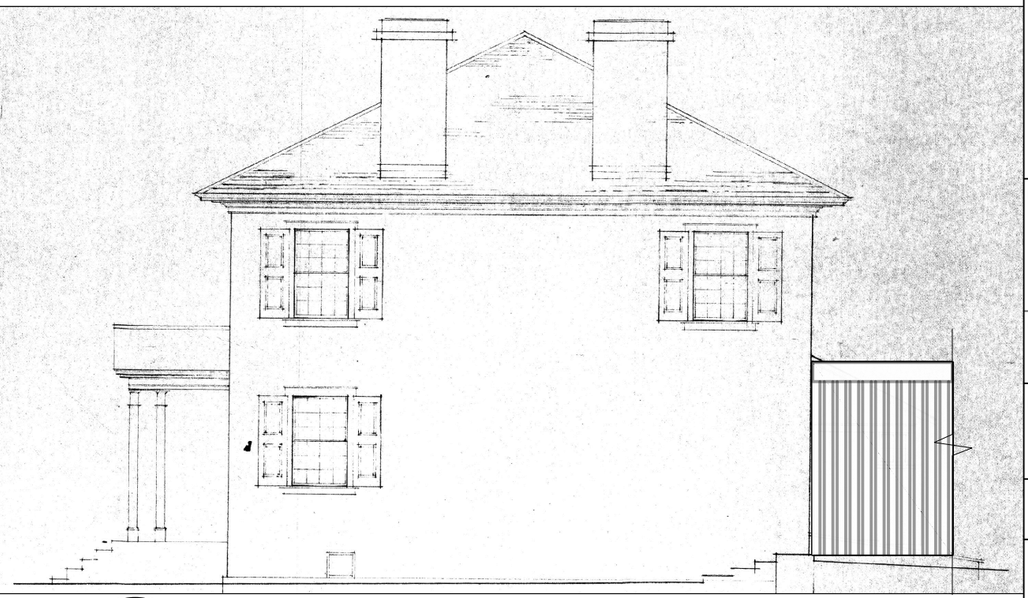
2 / A2 WEST ELEVATION

NTS



3 / A2 NORTH ELEVATION

NTS



4 / A2 EAST ELEVATION

NTS

NO.	REVISION	DATE
2	FINAL DESIGN	2021-02-01
1	DRAFT DESIGN	2021-01-15

NOTE:
CONTRACTOR MUST VERIFY ALL QUANTITIES, DIMENSIONS, AND JOB SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE APPROPRIATE AUTHORITY PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS.REFERENCE DRAWINGS BY PETER JOHN STOKES CONSULTING.

PINCHIN

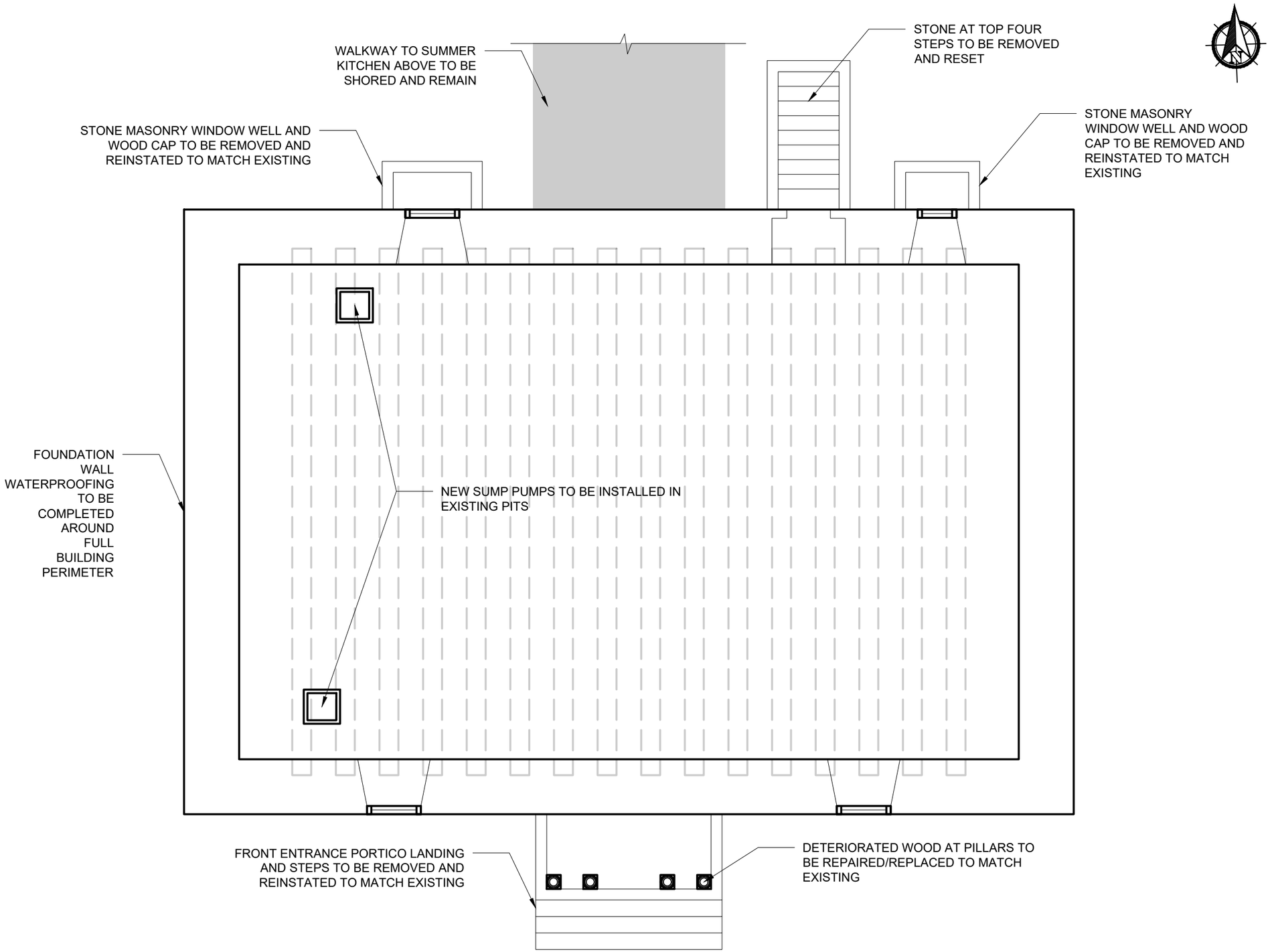
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
FOUNDATION RESTORATION/REPAIR
OLD STONE HOUSE - ERMATINGER-CLERGE
NATIONAL HISTORIC SITE,
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

DRAWING NAME
ELEVATIONS

FILE NUMBER	PROJECT MANAGER
279469	J.HOWES
DRAWN BY: J. HOWES	CHECKED BY: M.MILANI-NIA
SCALE: NTS	DRAWING NUMBER: A2
DATE: JAN 2021	



NO.	REVISION	DATE
2	FINAL DESIGN	2021-02-01
1	DRAFT DESIGN	2021-01-15

NOTE:
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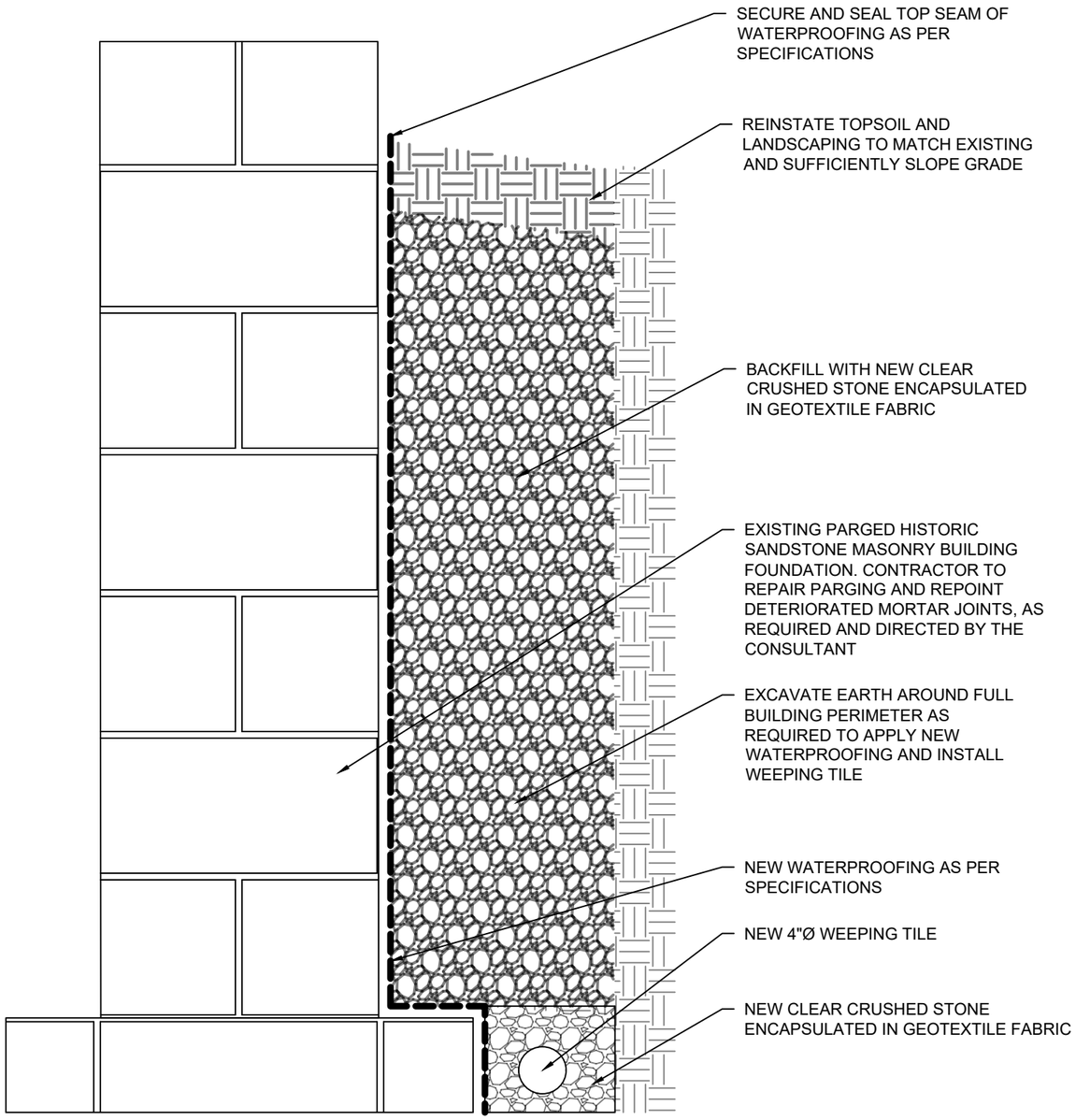
PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
FOUNDATION RESTORATION/REPAIR
OLD STONE HOUSE - ERMATINGER-CLERGE NATIONAL HISTORIC SITE,
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
PLAN VIEW

FILE NUMBER 279469	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY M.MILANI-NIA
SCALE NTS	DRAWING NUMBER A3
DATE JAN 2021	



1/A4 FOUNDATION WALL WATERPROOFING DETAIL

NTS

NO.	REVISION	DATE
2	FINAL DESIGN	2021-02-01
1	DRAFT DESIGN	2021-01-15

NOTE:
CONTRACTOR MUST VERIFY ALL QUANTITIES, DIMENSIONS, AND JOB SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE APPROPRIATE AUTHORITY PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS.

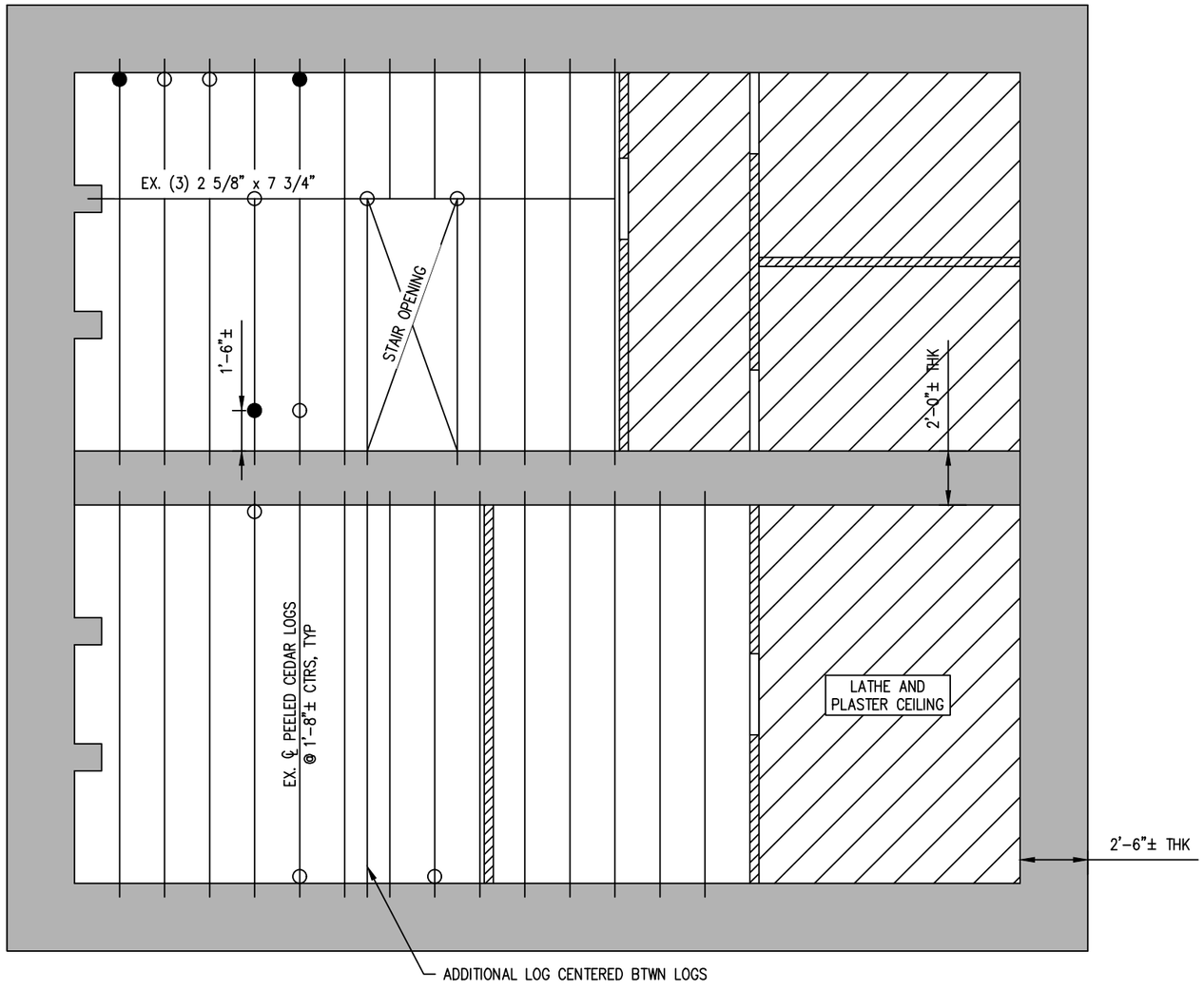
PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
FOUNDATION RESTORATION/REPAIR
OLD STONE HOUSE - ERMATINGER-CLERGE
NATIONAL HISTORIC SITE,
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
DETAILS

FILE NUMBER	PROJECT MANAGER
279469	J.HOWES
DRAWN BY	CHECKED BY
J. HOWES	M.MILANI-NIA
SCALE	DRAWING NUMBER
NTS	A4
DATE	
JAN 2021	



Old Stone House - First Floor Framing Plan

SCALE: 3/16" = 1'-0"

LEGEND
- EX. TELEPOST
- EX. STONE FDN
- EX. PARTITION WALL
- EX. PEELED CEDAR LOG JOISTS
- TELEPOST (8 kip): INSTALLED IN-BOARD OF ANY ROT & FASTENED TO THE FLOOR BEAMS w/ 3 1/2" WOOD SCREWS AND TO FLOOR w/ CONC ANCHORS

STEM ENGINEERING GROUP

NO.	REVISION	DATE
1	FINAL DESIGN	2021-02-01

NOTE:
CONTRACTOR MUST VERIFY ALL QUANTITIES, DIMENSIONS, AND JOB SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE APPROPRIATE AUTHORITY PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS. DRAWING BY STEM ENGINEERING.

PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
FOUNDATION RESTORATION/REPAIR
OLD STONE HOUSE - ERMATINGER-CLERGE
NATIONAL HISTORIC SITE,
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

DRAWING NAME
FLOOR JOIST REINFORCING

FILE NUMBER	PROJECT MANAGER
279469	J.HOWES
DRAWN BY: SMG - STEM	CHECKED BY: RGB - STEM
SCALE: 3/16" = 1'-0"	DRAWING NUMBER: S1
DATE: JAN 2021	

February 8, 2021

ADDENDUM NO. 1

To:	**All Bidders**
Project:	Foundation Restoration/Repair Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, ON
Pinchin File:	279469
Closing Date:	3/1/2021 @ 12:00:00pm

This addendum shall form an integral part of the Bid Documents for the above project and shall be read in conjunction therewith. This addendum shall, however, take precedence over all requirements of the previously issued Drawings and Specifications with which it may prove to be at variance, unless otherwise clarified by the Consultant.

1.0 REVISIONS / CLARIFICATIONS:

1. The mandatory pre-bid meeting/site tour has been moved to Thursday, February 11, 2021 at 2:30pm. Bidders are to meet outside of the front entrance of the HDC (800 Bay Street).
2. The bid due date has been moved to Monday, March 1, 2021. Bids are to be submitted before March 1, 2021 at 12:00:00pm noon.

February 22, 2021

ADDENDUM NO. 2

To:	**All Bidders**
Project:	Foundation Restoration/Repair Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, ON
Pinchin File:	279469
Closing Date:	3/4/2021 @ 12:00:00pm

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2. The bid due date has been moved to Thursday, March 4, 2021. Bids are to be submitted before March 4, 2021 at 12:00:00pm noon.

3. **Question**: Are the wooden walkways adjacent to the south and west elevations of the Old Stone House building and the walkways leading from the souvenir shop to the main entrance of the Old Stone House considered historic? What level of care would be needed in the removal/restoration process?

Answer: The walkways are not historic. However, they are representative of the original wooden walkways/boardwalks. The walkways are to be removed with care, saved/stored for reinstatement, and reinstated in the exact position to match existing. To note, during past construction work, machinery has broken the walkways.

4. **Question**: Is a Geotechnical Engineer required to be on Site for the entire excavation and shoring activities? Or just required for inspections?

   Answer: The successful contractor will not be required to retain a Geotechnical Engineer to review excavation work. Pinchin will complete Site inspections throughout construction and can provide Geotechnical Engineer guidance as required. It should be noted however that the successful contractor shall maintain the full responsibilities of Constructor and shall complete regular inspections of the excavations as they deem required. The successful contractor will need to retain a Professional Engineer to complete shoring shop drawings and associated reviews as required.

© 2021 Pinchin Ltd.

March 1, 2021

ADDENDUM NO. 3

To:	**All Bidders**
Project:	Foundation Restoration/Repair Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, ON
Pinchin File:	279469
Closing Date:	3/4/2021 @ 12:00:00pm

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1.0 REVISIONS / CLARIFICATIONS:

1. **Question**: Could we please request a power specification for the new Sump Pumps?

   Answer: The new sump pumps shall be Basement Watchdog 1/3 HP Submersible Combination Sump Pump System Model # DFK961, or approved equivalent.

2. **Question**: Could we please request a capacity specification for the new Teleposts?

   Answer: The new teleposts shall be Mitek JP Series adjustable steel columns with nominal rated working load capacity of 8,000lb, or approved equivalent.

Project Title and Location: Foundation Restoration/Repair
Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario
File # 2021CDE-CS-EC-02-T

Submitted To: The Corporation of the City of Sault Ste. Marie
Civic Centre – Level 4, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Attention: City Clerk

This Tender is submitted by 818185 Ontario Inc. o/a Robertson Restoration
Firm Name

PO Box 1660, Brantford, ON N3T 5V7
Address

Having carefully examined the Bid Documents, Drawings, Specifications, and Addenda No. 1 to No. 2, inclusive, all issued by Pinchin Ltd., and having visited the Project Site; hereby offer to enter into a Contract to perform the Work referred to herein.

Base Bid Subtotal 2 - lump sum cost of: $ 158,400.00 plus applicable taxes.

This Bid Form forms an integral part of my/our Bid. Prices submitted are in lawful money of Canada.

Date: March 1, 2021.

1.0 DECLARATIONS

We hereby declare that:

.1 no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;

.2 this bid is open to acceptance for a period of ninety (90) days from the date of the Bid closing whether any other bid for the same work has been previously accepted or not;

.3 I/We (or our Principals or Supervisors) have not been convicted under the regulations of the Ministry of Labour, Training and Skills Development; and/or WSIB: Yes X No ___

Details of any convictions follow: No Convictions

2.0 SCHEDULE

All work will be started by March 22, 2021 and all work will be completed on or before June 18, 2021.

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3.0 OWNER'S RIGHT TO ACCEPT OR REJECT BIDS

In submitting this bid, we recognize your right to accept any or no bid at the Stipulated Sum submitted and, as may be required, to reduce the Stipulated Sum of the successful bidder through the exclusion of one or more of the individual components of the bid.

4.0 LIST OF SUBCONTRACTORS

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

Division or Section of Work	Name(s) of Subcontractor(s)
-	-

5.0 CONTINGENCY ALLOWANCE

.1 The Contractor is not entitled to the Contingency Allowance amount unless authorized in advance in writing by the Owner. Invoicing concerning the Contingency Allowance is limited to that authorized by the Owner. Quotations are required to be submitted for any proposed draw from the Contingency Allowance.

6.0 UNIT PRICES

.1 The following Unit Prices may, at the discretion of the Owner, be used to compute the value of additions and /or deletions to the Contract.

.2 The following Unit prices include labour, materials, products, equipment, services, overhead, profit, insurance, disbursements, related charges, duties and taxes (excluding GST), and represent the actual installed cost to the Owner.

.3 The Unit Prices listed below might be used for CREDIT and are to be no less than eighty-five percent (85%) of the corresponding Unit Price for EXTRA, showing below.

.4 I/We agree that adjustment to the Contract Price would be based on the net quantity difference from the original quantity showing below:

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Table 1 – Base Bid

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL ($)
1.1	Excavation, Removals, and Shoring (Summary of Work, Section 01 11 00, 4.1.1.1)	LS	1	$ 19,500.00	$ 19,500.00
1.2	Parging (Summary of Work, Section 01 11 00, 4.1.1.2)	SF	750	$ 28.80	$ 21,600.00
1.3	Repointing (Summary of Work, Section 01 11 00, 4.1.1.3)	LF	500	$ 26.00	$ 13,000.00
1.4	Sheet Waterproofing (Summary of Work, Section 01 11 00, 4.1.1.4)	LS	1	$ 7,400.00	$ 7,400.00
1.5	Weeping Tile (Summary of Work, Section 01 11 00, 4.1.1.5)	LS	1	$ 7,400.00	$ 7,400.00
1.6	Backfill and Landscaping (Summary of Work, Section 01 11 00, 4.1.1.6)	LS	1	$ 17,700.00	$ 17,700.00
2	Window Wells (Summary of Work, Section 01 11 00, 4.1.2)	EA	2	$ 3,800.00	$ 7,600.00
3	Rear Basement Steps (Summary of Work, Section 01 11 00, 4.1.3)	LS	1	$ 3,900.00	$ 3,900.00
4	Front Entrance Portico (Summary of Work, Section 01 11 00, 4.1.4)	LS	1	$ 22,000.00	$ 22,000.00
5	Wood Pillars (Summary of Work, Section 01 11 00, 4.1.5)	EA	4	$ 1,000.00	$ 4,000.00
6	New Sump Pumps (Summary of Work, Section 01 11 00, 4.1.6)	EA	2	$ 1,850.00	$ 3,700.00
7	Structural (Summary of Work, Section 01 11 00, 4.1.7)	LS	1	$ 2,600.00	$ 2,600.00
8	Permits	LS	1	$ 1,600.00	$ 1,600.00
9	Mobilization/Demobilization	LS	1	$ 12,000.00	$ 12,000.00
Base Bid Subtotal 1					**$ 144,000.00**
Contingency Allowance (10% of Subtotal 1)					**$ 14,400.00**
Base Bid Subtotal 2 (Insert this amount on Page 1)					**$ 158,400.00**
HST (13%)					**$ 20,592.00**
Base Bid Total					**$ 178,992.00**

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7.0 SIGNATURES

Signed, sealed and submitted for and on behalf of:

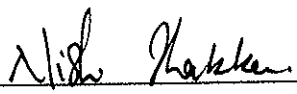
Company: 818185 Ontario Inc. o/a Robertson Restoration
(Name)

PO Box 1660
(Street Address or Postal Box Number)

Brantford, ON. N3T 5V7
(City, Province & Postal Code)

Signature: 

Name and Title: James Robertson. President
(Print or Type)

Witness: 

Name and Title: Nishi Thakkar, Administrator
(Print or Type)

Dated at Brantford this 1st day of March, 2021.

End of Section 00 41 00

© 2021 Pinchin Ltd.

February 8, 2021

ADDENDUM NO. 1

To:	**All Bidders**
Project:	Foundation Restoration/Repair Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, ON
Pinchin File:	279469
Closing Date:	3/1/2021 @ 12:00:00pm

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February 22, 2021

ADDENDUM NO. 2

To:	**All Bidders**
Project:	Foundation Restoration/Repair Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, ON
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BID BOND

WESTERN SURETY Company
—A HILL COMPANY—
SINCE 1909
Toronto, Ontario

Standard Construction Document

CCDC 220 - 2002

No. **450,543**

Bond Amount **10% of Tender Price**

818185 Ontario Inc. o/a Robertson Restoration as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **The Corporation of the City of Sault Ste. Marie** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Price** (**10% of Tender Price**) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **March 04, 2021** for

2021CDE-CS-EC-02-T
Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **ninety (90)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **March 01, 2021**.

SIGNED and SEALED

in the presence of

818185 Ontario Inc. o/a Robertson Restoration
Principal

Signature

James Robertson
Name of person signing

WESTERN SURETY COMPANY
Surety

Signature

Mark Pupo, Attorney-in-fact
Name of person signing

CCDC Copyright 2002
Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)

HELPING BUILD CANADA

WESTERN SURETY Company

—A HILL COMPANY—
SINCE 1909

Toronto, Ontario

CONSENT OF SURETY

No. **450,543**

WHEREAS **818185 Ontario Inc. o/a Robertson Restoration**

(Principal) has submitted a written tender to **The Corporation of the City of Sault Ste. Marie**

(Obligee) dated **March 04, 2021**, for

2021CDE-CS-EC-02-T
Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario

and the condition of this obligation being such that if the Principal shall have the tender accepted within the time period prescribed in the tender, or if no time period is specified in the tender, within **ninety (90)** days from the closing date of tender, we, **WESTERN SURETY COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada as Surety, agree, subject to the terms and conditions contained herein, to issue for the Principal if the Principal shall have executed a written contract (the "Contract") with the Obligee, the following bond(s):

1. a contract Performance Bond of **ONE HUNDRED PERCENT (100%)** of the Contract Price.
2. a Labour and Material Payment Bond of **FIFTY PERCENT (50%)** of the Contract Price.

It is a condition of this Surety's Consent that the Obligee must request the said bonds within thirty (30) days following the award of the Contract.

Any suit filed against the surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

No right of action shall accrue hereunder to or for the use of, any person or corporation other than the Obligee named herein, or their heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Surety has Signed and Sealed this Consent this March 01, 2021.

SIGNED and **SEALED**
In the presence of

WESTERN SURETY COMPANY

_____ (Seal)
Mark Pupo, Attorney-in-fact

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-94

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Maverick & Son Exteriors and Consulting Services Inc. for roof replacement at Roberta Bondar Park.

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 Maverick & Son Exteriors and Consulting Services Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for roof replacement at Robert Bondar Park.

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\Citydata\legal\Staff\COUNCIL\BY-LAWS\2021\2021-94 Roof Replacement RBP.docx

CCDC 2

CCDC 2

stipulated price contract

2 0 0 8

Roof Replacement
File # 2021CDE-CS-PK-01-T
65 Foster Drive, Sault Ste. Marie, Ontario

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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GC 12.2 Waiver of Claims
GC 12.3 Warranty

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

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the _____ day of _____ in the year 2021 .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Maverick & Son Exteriors and Consulting Services Inc.

hereinafter called the *"Contractor"*

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

Roof Replacement

insert above the name of the Work

located at

65 Foster Drive, Sault Ste. Marie, Ontario

insert above the Place of the Work

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

Pinchin Ltd.

insert above the name of the Consultant

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

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

1.3 commence the *Work* by the _____ day of _____ in the year 2021 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the _____ day of _____ 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*.

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ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

Specification and Tender Documents for Roof Replacement 65 Foster Drive, Sault Ste. Marie, Ontario (dated February 9, 2021):

Section 00 01 01 – Project Title Page 1
Section 00 01 10 – Table of Contents 1
Section 00 21 13 – Instructions to Bidders 5
Section 00 41 00 – Bid Form 4
Section 00 72 13 – General Conditions..... 2
Section 00 73 00 – Supplementary Conditions 3
Section 01 11 00 – Summary of Work 3
Section 01 11 50 – General Instructions 9
Section 01 25 13 – Project Substitution Procedures 2
Section 01 33 00 – Submittals 2
Section 01 50 00 – Temporary Facilities & Controls 4
Section 01 77 00 – Closeout Submittals 5
Section 02 30 00 – Removals and Demolition 3
Section 07 55 52 – Modified Bituminous Protected Membrane Roofing 11
Section 07 62 00 – Sheet Metal Flashing & Trim 4
Section 07 92 00 – Sealants 8
Section 22 14 26 – Roof Drains 2

A0 – General Notes
A1 – Site Plan
A2 – East Roof Plan View
A3 – West Roof Plan View
A4 – Roof Details
A5 – Roof Details

Addendum No. 1 (dated March 2, 2021)

Bid completed by Maverick & Son Exteriors and Consulting Services Inc. (dated March 9, 2021)

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

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ARTICLE A-4 CONTRACT PRICE

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

One hundred and forty-nine thousand, one hundred and sixty dollars
/100 dollars $ 149,160.00

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

Nineteen thousand, three hundred and ninety dollars and eighty cents
/100 dollars $ 19,390.80

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

One hundred and sixty-eight thousand, five hundred and fifty dollars and eighty-one cents /100 dollars $ 168,550.81

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

Bank of Canada

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

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

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

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

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

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive - Level 2, Sault Ste. Marie, ON P6A 5X6

address

facsimile number

r.borean@cityssm.on.ca

email address

Contractor

Maverick & Son Exteriors and Consulting Services Inc.

*name of Contractor**

15 Third Line West, Sault Ste. Marie, ON P6C 3B5

address

facsimile number

info@mavzroof.com

email address

Consultant

Pinchin Ltd.

*name of Consultant**

200 - 1 Hines Road, Kanata, ON K2K 3C7

address

(613) 592-5897

facsimile number

jhowes@pinchin.com

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

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

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ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

Mayor- Christian Provenzano

name and title of person signing

signature

City Clerk - Rachel Tyczinski

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Maverick & Son Exteriors and Consulting Services Inc.

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

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

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

2. Change Order
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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15. Project
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. Provide
Provide means to supply and install.

17. Shop Drawings
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. Specifications
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. Subcontractor
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. Substantial Performance of the Work
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. Supplemental Instruction
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. Supplier
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. Temporary Work
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. Value Added Taxes
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. Work
The *Work* means the total construction and related services required by the *Contract Documents*.

26. Working Day
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
  - the Agreement between the *Owner* and the *Contractor*,
  - the Definitions,
  - Supplementary Conditions,
  - the General Conditions,
  - Division 1 of the *Specifications*,
  - technical *Specifications*,
  - material and finishing schedules,
  - the *Drawings*.
- .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
- .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents,* unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) *Substantial Performance of the Work*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

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

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and
(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

Specification and Tender Documents for Roof Replacement

65 Foster Drive, Sault Ste. Marie, Ontario

Prepared for:

The Corporation of the City of Sault Ste. Marie

File # 2021CDE-CS-PK-01-T

February 9, 2021

Pinchin File: 271874

Contractors shall carefully examine and study all of the Contract Documents and shall visit the site(s) of proposed work in order to satisfy themselves by examination as to all conditions and dimensions.

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End of Section 00 01 10

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1.0 BID PROCEDURES

The following policy regarding the preparation and submission of bids and the bid opening procedures will be applicable for this project. Bidders are requested to adhere strictly to the instructions concerning the submissions.

.1 Bids shall be submitted before Tuesday, March 9, 2021 at 12:00:00 noon local time (Eastern).

.2 Submit Bids enclosed in a sealed opaque envelope, bearing the name of the Bidder, and clearly marked:

CONFIDENTIAL SEALED BID
Tender for Roof Replacement at
65 Foster Drive, Sault Ste. Marie, ON (File # 2021CDE-CS-PK-01-T)

.3 Submit the bids to:

Attention: City Clerk
The Corporation of the City of Sault Ste. Marie
Civic Centre – Level 4, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

.4 Bids shall contain:

.1 A signed copy of the completed Bid Form.

.2 All Addenda issued before the Bid closing date.

.3 Bid Deposit in the form of a Bid Bond or Certified Cheque (payable to the City of Sault Ste. Marie) in the amount of 10% of the Bid Amount.

.4 An "Agreement to Bond" form, duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario. Refer to Section 5.0 for further details on this bid requirement.

.5 Bids must be submitted on provided Bid Form, completely filled in, sealed and signed by an authorized representative of the Contractor. Facsimile transmittal of the Bid From will not be accepted.

.6 Late Bids will be rejected. Bid Forms inadequately filled in may be rejected at the Owners discretion. Bids will be opened by the Owner on the Bid closing date.

.7 No announcement concerning the successful Bidder will be made until the successful tender is approved by City Council, City of Sault Ste. Marie. Bid amounts will become part of the official record of the City.

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2.0 BID DOCUMENTS

Bid documents may be obtained from the office of the City's Consultant. Contact Jocelyn Howes via email at jhowes@pinchin.com.

3.0 EXAMINATION OF BID DOCUMENTS AND WORK SITE

Bidders shall carefully examine and study all of the bid documents and the site of the work in order to satisfy themselves by examination as to all conditions affecting the Contract and as to the detailed requirements of the work, including all buried services which must be protected, removed or relocated. Bidders shall not rely upon the construction drawings for locating any services. Bidder shall obtain or check all measurements or dimensions of the building as may be necessary.

4.0 MANDATORY PRE-BID MEETING AND SITE TOUR

The site is located at 65 Foster Drive, Sault Ste. Marie, Ontario.

A pre-bid meeting will be held on site. Attendance at the pre-bid meetings is mandatory.

The pre-bid meeting / site tour is scheduled for Thursday, February 11, 2021 at 1:00pm.

Due to the ongoing COVID-19 pandemic, the COVID-19 Site Visit Guidelines as detailed in the General Conditions, Section 00 72 00 must be followed.

Bidders shall proceed to the site and meet outisde of the front entrance in the parking lot.

5.0 BONDS

.1 The following shall be provided by the Bidder with their Bid Form and made payable to the Owner:

- .1 Bid Deposit in the form of a Bid Bond or Certified Cheque (payable to the City of Sault Ste. Marie) in the amount of 10% of the Bid Amount.
- .2 Agreement to Bond: Furnish an Agreement to Bond or Consent of Surety to provide a Performance Bond and a Labour and Material Payment Bond in the amounts of 100 and 50 percent of the Contract Price, respectively, with your Bid Form. The Agreement to Bond or Consent of Surety shall be duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario and shall be on a form acceptable to the Owner.

.2 The following Bonds made payable to the Owner shall be provided by the successful Bidder with the executed Contract:

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.1 Performance Bond: Furnish a Performance Bond (CCDC Form 221) in the amount of 100 percent of the Contract Price, the cost of which will be included in the Bid Price. The Performance Bond shall include coverage for One (1) year of the three year warranty period. The Performance Bond shall be duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario.

.2 Labour and Materials Payment Bond: Furnish a Labour and Materials Payment Bond (CCDC Form 222) in the amount of 50 percent of the Contract Amount, the cost of which shall be included in the Bid Price. The Labour and Materials Payment Bond shall be duly signed and sealed by a recognized surety company lawfully conducting business in the Province of Ontario.

The provision of documentation required under this section are mandatory bid items. If not provided by the Bidder, the Bid will be declared irregular (unbalanced).

6.0 ACCEPTANCE OR REJECTION OF BIDS

.1 The Owner reserves the right to reject any or all Bids, including without limitation the lowest Bid, and to award the Contract to whomever the Owner in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to contrary nor anything contained in the Contract Documents or herein. Owner shall not, under any circumstances, be responsible for any costs incurred by the Bidder in the preparation of its Bid.

.2 Without limiting the generality of the foregoing, Owner reserves the right, in its sole and absolute discretion, to accept or reject any Bid which in view of the Owner is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions or variations, which omits one or more prices, which contains prices the Owner considers unbalanced, or which is accompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the Owner.

.3 Notwithstanding anything else contained in the bid documents, the Owner expressly reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the tender process, the assessment and evaluation of tenders, including the determination of criteria, the ranking of bidders and the selection of successful bidder, without incurring any liability whatsoever to any bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.

.4 Should the Owner not receive any Bid satisfactory to the Owner in its sole and absolute discretion, the Owner reserves the right to re-tender the Project, or negotiate a contract for the

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whole or any part of the Project with any one or more persons whatsoever, including one or more of the Bidders.

7.0 WITHDRAWAL OF BID

A bidder will be permitted to withdraw his bid unopened after it has been deposited, provided such request is received in writing prior to the time specified for the submission of bids.

8.0 DISQUALIFICATION OF BIDDERS

More than one Bid Form from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Bidders will be sufficient cause for rejection of all Bids so affected.

9.0 EVALUATION OF BID

Criteria which may be used by the Owner in evaluating the tenders and awarding the Contract are in the Owner's sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more of: price, total cost to the Owner; reputation; claims history of Tenderer; qualifications and experience of the Tenderer and its personnel; quality of services and personnel proposed by the Tenderer; ability of the Tenderer to ensure continuous availability of qualified and experienced personnel; the Construction Schedule and Plan; the proposed Labour and Equipment; and the Proposed Supervisory Staff.

10.0 QUESTIONS AND DISCREPANCIES

Questions regarding the Bid Documents shall be directed to the Consultant at:

Pinchin Ltd.
Attention: Jocelyn Howes (jhowes@pinchin.com)

Report all discrepancies, omissions, errors, departure from building by-laws, or good practice and points considered to be of dubious intent, so that the Consultant may issue clarification. The Consultant and Owner will not be responsible for oral instructions.

11.0 APPROVED EQUIVALENTS

Proposals for materials or equipment to be considered as "approved equivalents", where permitted in the Specification, shall be submitted in writing to Consultant a minimum of five days prior to the Bid closing date. Refer to Section 01 11 50, General Instructions.

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12.0 PRODUCT SUBSTITUTIONS

Proposals for material and product substitutions may only be submitted in writing to the Consultant after Contract Award. Bid price shall be based on the specified base bid products and systems unless otherwise indicated in writing by the Consultant. Refer to Section 01 11 50, General Instructions.

13.0 CONTRACT

The successful Bidder will be required to execute a CCDC 2 Contract with the Owner within five working days after being presented with the Contract Documents.

14.0 COMPLIANCE

Failure to comply with requirements of the Instructions to Bidders may cause a bid to be declared improper and immediately rejected. By bidding, the Bidder agrees to the conditions herewith.

15.0 OWNER

The Corporation of the City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6
Contact: Rick Borean
Email: r.borean@cityssm.on.ca

16.0 CONSULTANT

Pinchin Ltd.
1 Hines Road, Suite 200
Kanata, ON K2K 3C7
Contact: Jocelyn Howes, Project Manager
Telephone: 613.592.3387
Email: jhowes@pinchin.com

End of Section 00 21 13

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Project Title and Location: Roof Replacement
65 Foster Drive, Sault Ste. Marie, Ontario
File # 2021CDE-CS-PK-01-T

Submitted To: The Corporation of the City of Sault Ste. Marie
Civic Centre – Level 4, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Attention: City Clerk

This Tender is submitted by _____
Firm Name

_____
Address

Having carefully examined the Bid Documents, Drawings, Specifications, and Addenda No. ___ to No. __, inclusive, all issued by Pinchin Ltd., and having visited the Project Site; hereby offer to enter into a Contract to perform the Work referred to herein.

Base Bid Subtotal 2 - lump sum cost of: $_____ plus applicable taxes.

This Bid Form forms an integral part of my/our Bid. Prices submitted are in lawful money of Canada.

Date: _____ 2021.

1.0 DECLARATIONS

We hereby declare that:

.1 no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;

.2 this bid is open to acceptance for a period of ninety (90) days from the date of the Bid closing whether any other bid for the same work has been previously accepted or not;

.3 I/We (or our Principals or Supervisors) have not been convicted under the regulations of the Ministry of Labour, Training and Skills Development; and/or WSIB: Yes ___ No ___

Details of any convictions follow: _____

_____.

2.0 TIME SCHEDULE

All work will be started by _____ 2021 and all work will be completed on or before _____ 2021.

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3.0 OWNER'S RIGHT TO ACCEPT OR REJECT BIDS

In submitting this bid, we recognize your right to accept any or no bid at the Stipulated Sum submitted and, as may be required, to reduce the Stipulated Sum of the successful bidder through the exclusion of one or more of the individual components of the bid.

4.0 LIST OF SUBCONTRACTORS

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

Division or Section of Work	Name(s) of Subcontractor(s)

5.0 CONTINGENCY ALLOWANCE

.1 The Contractor is not entitled to the Contingency Allowance amount unless authorized in advance in writing by the Owner. Invoicing concerning the Contingency Allowance is limited to that authorized by the Owner. Quotations are required to be submitted for any proposed draw from the Contingency Allowance.

6.0 UNIT PRICES

.1 The following Unit Prices may, at the discretion of the Owner, be used to compute the value of additions and /or deletions to the Contract.

.2 The following Unit prices include labour, materials, products, equipment, services, overhead, profit, insurance, disbursements, related charges, duties and taxes (excluding GST), and represent the actual installed cost to the Owner.

.3 The Unit Prices listed below might be used for CREDIT and are to be no less than eighty-five percent (85%) of the corresponding Unit Price for EXTRA, showing below.

.4 I/We agree that adjustment to the Contract Price would be based on the net quantity difference from the original quantity showing below:

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Table 1 – Base Bid

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL ($)
1	Mobilization and Demobilization	LS	1	$	$
2	East Roof System Replacement and Associated Work (Summary of Work, Section 01 11 00, 4.1.2.1)	LS	1	$	$
3	West Roof System Replacement and Associated Work (Summary of Work, Section 01 11 00, 4.1.2.2)	LS	1	$	$
4	Roof Drain Replacement (Summary of Work, Section 01 11 00, 4.1.3)	EA	3	$	$
5	Bonding	LS	1	$	$
Base Bid Subtotal 1					**$**
Contingency Allowance (10% of Subtotal 1)					**$**
Base Bid Subtotal 2 (Insert this amount on Page 1)					**$**
HST (13%)					**$**
Base Bid Total					**$**

Table 2 – Optional Items

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL ($)
01	West Roof Topside Concrete Repairs (Summary of Work, Section 01 11 00, 4.2.1)	SF	100	$	$

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7.0 SIGNATURES

Signed, sealed and submitted for and on behalf of:

Company: _____

(Name)

_____

(Street Address or Postal Box Number)

_____

(City, Province & Postal Code)

Signature: _____

Name and Title: _____

(Print or Type)

Witness: _____

Name and Title: _____

(Print or Type)

Dated at _____ this _____ day of _____, 2021.

End of Section 00 41 00

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1.0 GENERAL CONDITIONS

The General Conditions of this Contract shall be as stated in Form CCDC Document No. 2, Stipulated Price Contract, 2008 Edition.

The CCDC 2 Document is not reproduced in the Bid Documents, but will be the basis of the agreement, which the Contractor will be expected to sign. The Contractor shall be familiar with this Document.

All work performed under this contract must be carried out in accordance with the requirements of the Occupational Health and Safety Act, RSO, 1990, as amended, and its Regulations. A supplier performing work at City property will ensure that any employees working on the project performs work safely including use of Personal Protective Equipment (PPE).

The successful bidder is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. Preference may be given to Bidders who have complied with or are in the process of complying with this requirement prior to submitting their bid. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, at 705-759-5367. Failure to do so will result in the loss of this contract.

It is the responsibility of the successful bidder to ensure that ALL subcontractors employed during the commission of work on this contract have also complied with the requirements of the City's Contractor Pre-Qualification Programs prior to starting onsite work.

2.0 COVID-19 SITE VISIT GUIDELINES

Due to the ongoing COVID-19 pandemic, all work completed as part of this project must be conducted in accordance with requirements arising from COVID-19. It is the responsibility of all to minimize the risk that they provide to others. It should be noted that these guidelines may be modified on an ongoing basis and updated guidelines if applicable will be provided prior to any Site Visit.

Site visits should be conducted only if absolutely necessary.

If it is determined that site visits are absolutely necessary at this time, the PPE and precautions requirements are:

- Maintain social distancing while on premises and in vehicles.
- Hand Washing Hygiene or Hand Sanitizer before and after visit.
- Wear a mask at all times.

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- Gloves: Hand protection where required.
- Avoid touching face at all times.
- Any other PPE required for known designated substances present.

Contractors on an individual basis must answer the following questions before entering the premises:

- Do you currently have any symptoms of illness?
- Have you been tested for COVID -19? If yes, please indicate results of testing.
- Have you travelled outside of Canada (including Sault Michigan and the United States) in the past 14 days?
- Have you travelled to British Columbia, Quebec or Southern Ontario in the past 14 days?
- Have you had close contact/live with a confirmed or probable case of COVID-19 or been tested or been directed to self-quarantine by Algoma Public Health?

If anyone answers “yes” to any of these questions, the site visit cannot proceed.

End of Section 00 72 00

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1.0 SUPPLEMENTARY CONDITIONS

.1 All articles contained within these Supplementary Conditions shall be read in conjunction with and apply to, the General Conditions of the Standard Construction Document CCDC 2, Stipulated Price Contract, 2008 Edition.

2.0 EXISTING CONDITIONS

.1 Acceptance of this Contract including all Contract Documents implies acceptance of the existing conditions at this project.

3.0 ARTICLE A-3: CONTRACT DOCUMENTS

.1 The Bid Documents listed in Schedule A of the Bid Form shall be part of the Contract Documents.

4.0 PART 2: ADMINISTRATION OF THE CONTRACT

.1 GC 2.3 - Review and Inspection of the Work

.1 From paragraph 2.3.5 change the words:

"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."

to read

"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. The cost of the examination will be deducted by the *Consultant* from moneys otherwise due to the *Contractor*."

.2 2.3.6 Delete this paragraph and substitute the following in lieu thereof:

"The cost for additional tests and inspections required by the *Consultant* on corrected work, when initial tests and inspections reveal work not in accordance with the *Contract Documents*, will be deducted by the *Consultant* from moneys otherwise due to the *Contractor*."

5.0 PART 3: EXECUTION OF THE WORK

.1 GC 3.11 - Use of the Work

Add the following paragraphs:

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"3.11.3 The *Contractor* may be requested at any time to suspend noisy or otherwise objectionable operations during certain functions. Should such operations cause undue interference with the said functions, the *Contractor* will be expected to extend the fullest co-operation and courtesy in this regard."

"3.11.4 The existing building will remain occupied during the *Contract*. The *Contractor* shall execute the work to cause minimum interference to the occupants and personal effects."

"3.11.5 The *Contractor* shall maintain access to the building facilities and fire routes at all times during the *Contract*."

.2 GC 3.13 - Cleanup

Add the following paragraphs:

"3.13.4 The *Contractor* shall keep the site free from accumulation of dirt debris and excess materials. The *Contractor* shall remove any debris from the premises at the close of each working day or more often if required."

"3.13.5 The *Contractor* shall provide and maintain until work is complete main refuse containers on site. The *Contractor* shall be responsible for cleaning up and removing his subcontractor's rubbish into the containers."

"3.13.6 Upon completion of the work and immediately prior to the *Consultant's* final inspection; areas of work, building and site shall be cleaned and restored to original condition."

6.0 PART 5: PAYMENT

.1 GC 5.2 - Applications for Progress Payment

Add the following paragraph:

"5.2.8 The *Contractor* shall submit a Statutory Declaration, standard CCDC Document 9A, with the second and all subsequent applications for payment, except for final and release of holdback application. No payments will be made for materials not installed, or materials stored on site."

.2 GC 5.5 - Payment of Holdback upon Substantial Performance of the Work

To paragraph 5.5.1 add:

"5.5.1.3 Publish the Certificate of Substantial Completion in the Daily Commercial News Performance when issued by the Consultant. Submit proof of publication of the Certificate of Substantial Performance to the Consultant with your application for release of Statutory Holdback moneys.

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7.0 PART 9: PROTECTION OF PERSONS AND PROPERTY

.1 GC 9.1 - Protection of Work and Property

Add the following paragraphs:

"9.1.6 The *Contractor* shall perform a structural assessment of the nearby on-site buildings prior to, and following the completion of, the work."

"9.1.7 The *Contractor* shall not close or obstruct nor store materials in roadways, sidewalks or passageways without prior approval from the *Consultant*. The *Contractor* shall not interfere with the use of the safe passage to and from the building and adjacent public sidewalks and roads."

"9.1.8 The *Contractor* shall conduct the repair operation in such a manner as to minimize interference with roadways, sidewalks, alleys or passageways."

"9.1.9 The *Contractor* shall take all precautions and provide all required protection to ensure the safety of the general public and the workmen in accordance with the current edition of the Occupational Health and Safety Act and Regulations for Construction Projects."

"9.1.10 The *Contractor* shall conduct vibration, noise and dust monitoring during the work in accordance with the requirements of the applicable by-laws, ordinances, rules and regulations relating to the work."

"9.1.11 The *Contractor* shall take the necessary precautions to keep the dust, dirt and noise to an acceptable level as directed by the *Consultant*. The *Contractor* shall also comply with the laws, ordinances, rules and regulations relating to the work in connection with the above."

8.0 PART 11: INSURANCE AND CONTRACT SECURITY

.1 GC 11.1 - Insurance

As indicated in the Standard Construction Document CCDC 2, Stipulated Price Contract, 2008 Edition, and specified in the Standard Construction Document CCDC 41, CCDC Insurance Requirements, the insurance requirements shall be not less than five (5) million dollars per occurrence.

End of Section 00 73 00

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1.0 GENERAL

.1 Work in this Specification is divided into descriptive Sections which are not intended to identify contractual responsibilities between Subcontractors, nor between the Contractor and its Subcontractors. The Contractor shall be responsible for organizing division of labour and supply of products and services essential to complete the work.

.2 All work must be conducted in a good workmanlike manner and in accordance with the current Occupational Health and Safety Act and Contract documents.

.3 The following is a general description of the scope of work to be performed as part of this project. For detailed descriptions of the technical aspects of the work, refer to the Technical Specification sections.

2.0 SITE CONDITIONS

.1 The project is located at 65 Foster Drive, Sault Ste. Marie, Ontario.

.2 The Site contains two buildings with near-flat inverted (protected) roof systems that are partially beneath the tent Pavilion. The East Service Building is one-storey with a steel roof deck and a near-flat inverted single ply roofing system with 4” insulation. The West Service Building is one-storey with a concrete roof deck and a near-flat protected inverted 2-ply modified bitumen roofing system with 4” insulation.

3.0 REQUIREMENTS

.1 Supply all labour, supervision, materials, equipment and services deemed necessary for the proper completion of the Work as indicated.

.2 All work is to be completed in accordance with all applicable guidelines and statutes within the provincial Occupational Health and Safety (OHS) Legislation.

.3 Successful bidder will take on the full responsibilities of Constructor as described in provincial OHS Legislation.

.4 Contractor must confirm existing conditions and quantities on site during their initial site walkthrough.

.5 All work in this document shall be performed by skilled tradesmen regularly engaged in the work in question and under the direct supervision of a currently qualified journeyman.

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4.0 SUMMARY OF WORK

4.1 Base Bid

.1 Disconnect and temporarily relocate all existing mechanical and electrical work including existing conduits, cables, wiring, piping and similar items to facilitate new roofing work and re-instate to original working condition and in accordance with Contract Documents.

.2 Replace roof membrane and associated components at the near-flat roofs of the East and West Service Buildings as indicated in the drawings, and in accordance with the manufacturer's instructions, Ontario Building Code, and all applicable specification sections. This work is to include the following:

.1 East Service Building: Remove existing stone ballast and store for reuse. Remove and dispose of existing concrete pavers, filter layer, insulation, TPO membrane, and support layer down to the top of the steel roof deck. Replace with new modified bituminous protected membrane roofing system in accordance with Section 07 55 52. Note that existing ballast can be cleaned and reused. Includes removal and replacement of existing sheet metal cap/counter flashings, sleeves, static roof vents, and associated components in accordance with Section 07 62 00. Temporarily lift existing mechanical units as required and reinstate upon completion. Apply sealants at all locations to achieve watertight seals in accordance with Section 07 92 00.

.2 West Service Building: Remove existing stone ballast and store for reuse. Remove and dispose of existing concrete pavers, filter layer, insulation, and 2-ply modified bitumen membrane down to the top of the concrete roof deck. Replace with new modified bituminous protected membrane roofing system in accordance with Section 07 55 52. Note that existing ballast can be cleaned and reused. Includes removal and replacement of existing sheet metal cap/counter flashings, sleeves, static roof vents, and associated components in accordance with Section 07 62 00. Note that the metal siding of the adjacent sloped roof structure to the east should be removed to allow for the installation of flashings and reinstated. Temporarily lift existing mechanical units as required and reinstate upon completion. Apply sealants at all locations to achieve watertight seals in accordance with Section 07 92 00.

.3 Remove and replace existing internal roof drains in accordance with Section 22 14 26.

.4 Perform daily and final clean-up of work areas and surrounding areas and site. Clean grounds of all traces of roof restoration including dragging lawn areas with a nail magnet.

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4.2 Optional Items

.1 Allowance for topside concrete repairs at the concrete roof deck of the West Service Building, if determined to be required.

End of Section 01 11 00

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1.0 SITE EXAMINATION

.1 Examine the site and ascertain the extent, nature and any conditions affecting the performance of the work, as in no circumstances will any claims against the Consultant be allowed resulting from failure to ascertain the extent of such work herein described or implied.

2.0 QUALITY CONTROL

.1 Work performed by the Contractor will be reviewed by Pinchin Ltd. (hereafter referred to as the Consultant) and/or Consultant's assignees.

.2 Co-operate with and provide access to the work and samples to the Consultant and/or their assignees.

.3 Provide the Consultant with dates that each phase of work will begin.

.4 Provide the Consultant with 48 hours minimum notice, before commencing each new activity or phase of work.

3.0 WORK SCHEDULE

.1 Scheduling of the work shall be reviewed with the Consultant and will be subject to the approval of the Consultant. Coordinate all schedules with the Consultant. The following are the significant milestone dates for the work:

.1 Bidders site meeting: Thursday, February 11, 2021 at 1:00pm.

.2 Bid due date: March 9, 2021 at 12:00:00 noon local time (Eastern).

.3 Bid award date: No more than 90 days after submission.

.2 Regular working hours Monday to Friday, unless otherwise authorized by the Owner or Consultant; no premiums will be paid for evening or weekend work.

.3 Submit to the Consultant the initial schedule within five (5) working days after contract award and prior to commencing work. Schedule shall indicate the following:

.1 Start and completion date for each Work area.

.2 Shifts to be worked, including times.

.3 Proposed workforce including numbers.

.4 Completion date for each component of work.

.5 Final completion date of project.

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.4 Adhere to the approved schedule as stringently as possible and notify the Consultant of all changes to the approved schedule. Work by other trades will be coordinated by the Contractor based on the Work Schedule.

.5 Interim review of work progress based on the work schedule will be conducted by the Consultant. The Contractor shall update schedule in conjunction with and to the approval of the Consultant.

4.0 EXECUTION OF WORK

.1 Arrange access to the Work Areas and site with the Consultant. Adhere to the pre-approved schedule as stringently as possible. Notify the Consultant of all changes to the approved schedule.

.2 Provide on the project site at all times during construction hours a competent Supervisor, who shall be empowered to act on behalf of the Contractor in the execution of this Contract. This person shall be named and approved by the Consultant prior to starting work.

.3 Provide a competent person on duty at all times for emergency calls after regular construction hours and on weekends. This person must be approved by the Consultant prior to starting work. Supply Consultant with the name and telephone number of the approved person to be contacted during these periods.

.4 Execute work with least possible interference or disturbance to the public and normal use of premises, roadways, parking areas, sidewalks, alleys, or passageways. Do not block fire exits.

.5 Take all necessary precautions to keep the dust, dirt and noise to an acceptable level by means of protection or revised operations. Comply with any requests of the Consultant.

.6 Perform a preconstruction inspection with the Consultant of all Work Areas and work access areas to record the condition of the building and site components which are to remain. Notify Consultant in writing of any existing damage caused by others.

.7 Provide suitable protection to all interior and exterior building surfaces, landscaping and vehicles from debris and damage for the duration of the Contract.

.8 Interior Access: Provide suitable protection for flooring in the Work areas and within the traffic / access route to the Work areas as directed and to satisfaction of the Consultant.

.9 Make good, to the satisfaction of the Consultant, any damage resulting from work performed by the Contractor.

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.10 Provide and arrange for traffic control where necessary for delivery of materials, removal of garbage, etc. as required by the laws, ordinances, rules and regulations relating to the work.

5.0 SAFETY REQUIREMENTS

.1 Provide all safety requirements and protection necessary or as required by local by-laws, governing authorities and the Consultant including but not limited to: temporary fence barriers (i.e., Insta-fence), guardrails, sidewalk or curb protection and warning notices, barriers, night lights, sidewalk and curb protection.

.2 Take all precautions and provide all required protection to ensure the safety of the general public and the workers in accordance with the latest edition of the Occupational Health and Safety Act and Regulations for Construction Projects.

6.0 CONSTRUCTION EQUIPMENT

.1 Provide and maintain all construction equipment necessary to perform the specified work expeditiously.

.2 Provide and maintain all required hoisting equipment for the movement of materials and equipment and for the removal of debris during construction.

.3 Provide a minimum 12.5mm thick plywood underlayment below disposal bins to protect existing surfaces.

7.0 USE OF SITE

.1 Access to the buildings and site will be as specified by the Consultant.

.2 Do not unreasonably encumber site with materials or equipment. Move stored products or equipment which interferes with operations of site occupants or other contractors. Equipment and materials can be stored in the staging area situated within the south parking lot at the site.

.3 Obtain and pay for use of additional storage needed for operations.

.4 Do not store materials or use trucks, cranes, hoists, or other equipment in a manner which would load the building structure and other adjacent structures beyond their design capacity.

.5 Do not transport materials through the buildings unless prior arrangements have been made and approved by the Consultant.

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8.0 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances. Locate sanitary facilities where directed by the Consultant.

.2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.

9.0 TEMPORARY POWER AND LIGHT

.1 Provide temporary, gas powered generator in accordance with governing regulations and ordinances, for all required work.

.2 Minimal electrical power supply is available on-site and may be provided for construction use at no cost as authorized by the Consultant and Owner.

.3 Provide all required wiring. Connect to existing power supply in accordance with Canadian Electrical Code.

.4 Ensure all equipment and temporary panels are equipped with ground fault interrupt (GFI) circuits.

.5 Provide all required temporary lighting required to perform the Work and to provide a safe work area.

10.0 WATER SUPPLY

.1 Limited water supply is available and may be provided for construction usage at no cost as authorized by the Consultant and Owner.

.2 Provide extensions to Work Areas in accordance with governing regulations and ordinances.

.3 Water use shall be controlled and contained so as to not contaminate the building materials or indoor environment.

11.0 EXISTING SERVICES

.1 Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum of disturbance to occupants, pedestrian and vehicular traffic.

.2 Before commencing work, establish location and extent of service lines in area of work and notify Consultant of findings.

.3 Submit schedule to and obtain approval from Consultant for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.

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.4 Where unknown services are encountered, immediately advise Consultant and confirm findings in writing.

.5 Record locations of maintained, re-routed and abandoned service lines.

12.0 GARBAGE DISPOSAL

.1 Maintain Work Areas and site free of accumulated waste, construction debris, rubbish, litter, unused materials (garbage).

.2 Dispose of all debris and garbage on a daily basis with minimum disturbance to site occupants, adjoining properties or other trades on site.

.3 Provide garbage bins and chutes required for daily disposal of debris and garbage. Obtain approval from Consultant for the bin location prior to commencement of work.

.4 Remove full garbage bins immediately. Do not pile debris or garbage on project site.

13.0 CLEANING

.1 Clean Work Areas in accordance with the specified and agreed upon procedures.

.2 Remove temporary protection when directed by Consultant.

.3 Broom clean paved exterior surfaces, rake clean other exterior surfaces.

14.0 FIRE PREVENTION

.1 Keep project site free of waste materials, rubbish and debris.

.2 Do not bring to the site, use or dispose of at the site any flammable liquids having a flashpoint lower than 43°C (except when in use as fuel in operating equipment) without permission of the Consultant. All such flammable liquids shall be confined either in safety containers approved by Underwriter's Laboratories of Canada, or in the fuel tanks of the operating equipment.

.3 No burning or welding operations shall be performed without permission of the Consultant.

.4 Provide three (3) - 20 lb. dry chemical fire extinguisher(s) fully charged and in operable condition at every location where open flames are used.

.5 Follow other fire prevention measures established by the Consultant.

.6 Comply with the regulations and ordinances established by governing authorities having jurisdiction.

15.0 CODES AND STANDARDS

.1 Execute work to meet or exceed:

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.1 Ontario Building Code, including all amendments up to project date.

.2 Ontario Fire Code, including all amendments up to project date.

.3 Occupational Health and Safety Act and regulations for Construction projects, latest edition.

.4 Rules and regulations or authorities having jurisdiction.

.5 Project specifications.

.2 Adhere to the most stringent requirement when above noted codes and standards conflict. Review with the Consultant situations which are ambiguous, before proceeding with work.

16.0 DOCUMENTS REQUIRED

.1 Maintain at job site, one copy of the following:

.1 A copy of this Contract, Specifications and Drawings.

.2 Addenda.

.3 Change Orders.

.4 Other modifications to Contract.

.5 Copy of approved work schedule.

.6 Shipping manifest.

.7 Worker Sign-In/Out Forms.

.8 MSDS Sheets

17.0 FEES, TAXES, PERMITS AND CERTIFICATES

.1 Provide authorities having jurisdiction with information requested.

.2 Pay all applicable taxes.

.3 Pay fees and obtain certificates and permits including building permit, if required.

.4 Furnish certificates and permits when requested.

18.0 WORKPLACE SAFETY AND INSURANCE BOARD

.1 Provide evidence of compliance with the requirements of the Province regarding workers' compensation insurance including payments due thereunder, prior to commencing the Work and prior to receiving payment on Substantial, Total Performance of the Work and for the Release of Statutory Holdback.

.2 Provide evidence of your and all subcontractors' compliance, at any time during the term of the Contract when requested by the Consultant.

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19.0 PROJECT MEETINGS

.1 Attend project meetings as requested by the Consultant. Contractor shall assume that meetings are to take place at the site on a weekly basis (for a duration of one hour) for the duration of the project.

20.0 ADDITIONAL INSTRUCTIONS AND DRAWINGS

.1 The Consultant may furnish additional instructions and drawings to assist with the proper execution of work. These instructions and drawings will be issued for clarification only. Such instructions and drawings shall have same meaning and intent as if they were included with the documents included in this Contract.

.2 The issuance of additional instructions or drawings is not intended to result in a change to the Contract Price or the Contract Time. Notify the Consultant if changes to the Contract Price or Contract Time will result. Do not proceed with any work which will result in a change to the Contract Price or the Contract Time without the Consultant's approval by way of a signed Change Order or Change Directive.

21.0 SETTING OUT OF WORK

.1 Contractor shall assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.

.2 Provide devices needed to lay out and construct work. Review layout of framed secondary barrier enclosure walls with the Consultant prior to commencing work.

.3 Supply devices, such as straight edges and templates required to facilitate Consultant's review of the work.

22.0 MATERIALS AND EQUIPMENT

.1 Use only materials and equipment specified or materials and equipment which are in accordance with the specified standards or performance specifications. When materials or equipment is specified by standard or performance specifications, upon request by the Consultant, obtain from the manufacturer and submit to the Consultant an independent testing laboratory report, stating that material or equipment meets or exceeds the specified requirements.

.2 Submit to the Consultant, prior to construction, a list of all materials, including the manufacturer and product name.

.3 The specified method, material, procedure or equipment shall be used as a standard.

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.4 A Contractor may submit an alternative method, material, procedure or equipment to that specified. All alternatives shall be equal or superior to the standard specified.

.5 The Contractor shall furnish complete documented data including such information as chemical content and performance under laboratory tests which proves the quality and equality of the proposed alternative. This information shall accompany any pricing to the Consultant.

.6 In all cases where alternative methods, materials, procedures or equipment are offered, the Consultant shall make the final ruling on their acceptability.

.7 Approved Equivalents:

.1 Submit for approval to the Consultant proposed materials, systems or equipment to be considered as "approved equivalents" where permitted in the Specification. Submit requests in writing to the Consultant a minimum of five days prior to the bid closing date.

.2 Submit all technical data from the manufacturer and independent test results indicating compliance with specifications for the proposed materials, systems or equipment when requested by the Consultant.

.3 The Consultant will issue written approval or rejection of the proposed materials, systems or equipment prior to the bid closing date. Written approval will be by Addendum, which will be issued to all Contractors preparing bids.

.8 Use only new materials and equipment of the best quality, unless otherwise specified, in perfect condition, free from defects which may impair performance, strength, durability or appearance.

.9 New material shall be free from mould contamination.

.10 During and upon completion of the work, the Contractor shall remove from the premises all surplus materials, equipment and debris.

23.0 PROPOSED PRODUCT AND SYSTEM SUBSTITUTIONS

.1 Proposals for substitution of products or systems after the award of Contract may be submitted in writing to the Consultant. Such requests must include statements of respective costs of items originally specified and proposed substitutions. Submit all technical data from the manufacturer and independent test results indicating compliance with specifications for the proposed products when requested by the Consultant.

.2 Proposals will only be considered by the Consultant if:

.1 Products selected from those specified are not available, or

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.2 Delivery date of products selected from those specified would unduly delay project completion.

.3 Assume full responsibility and costs when accepted substitutions affect other work on project.

.4 Amount of credits arising from approval of substitutions will be determined by the Consultant and the Contract price will be reduced accordingly. No substitutions will be permitted without prior written approval from the Consultant.

24.0 PROJECT COMMISSIONING

.1 Submit required documentation such as statutory declarations, Workers' Compensation Certificates, certificates of approval or acceptance from regulating bodies.

.2 Submit to the Consultant warranties and bonds fully executed and notarized.

.3 Execute transition of Performance Bond to warranty period requirements.

.4 Collect, assemble and submit to the Consultant documents executed by Subcontractors, suppliers and manufacturers.

.5 Consultant will issue a final change order reflecting approved adjustment to Contract Sum not previously made.

25.0 CONTRACT CLOSEOUT

.1 Prepare and submit a list of items to be completed or corrected and apply in writing to the Consultant to review the project to certify Substantial Performance of the Work performed by the Contractor.

.2 Publish the Certificate of Substantial Performance in the Daily Commercial News when issued by the Consultant. Submit proof of publication of the Certificate of Substantial Performance of the Work performed by the Contractor to the Consultant with your application for release of Statutory Holdback monies.

.3 Establish a schedule with the Consultant for the completion of the Work. Complete work and correct deficiencies including those listed during the Consultant site reviews.

.4 Submit an application for final payment to the Consultant, when project is deemed complete and all previously identified deficiencies are corrected.

End of Section 01 11 50

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1.0 SUBSTITUTIONS

.1 Whenever Products are specified exclusively by trade name, manufacturer's name or by catalogue reference, use only those items, unless written approval for substitution is obtained from Consultant.

.2 No substitutions will be permitted without prior written approval of the Consultant.

.3 Proposals for substitutions may only be submitted after award of Contract.

.4 Substitutions submitted on shop drawings without following requirements of this Section prior to submission of the shop drawings will cause the shop drawings to be rejected at any time. Consultant's review of shop drawings shall not be construed as approval of substitutions.

.5 Requests for substitutions must include statements of:

.1 Description of proposed substitution.

.2 Respective costs of items originally specified and the proposed substitution.

.3 Compliance with the Building Codes and requirements of authorities having jurisdiction.

.4 Affect concerning compatibility and interface with adjacent building materials and components.

.5 Compliance with the intent of the Contract Documents.

.6 Reason for the request.

.6 Proposed substitutions will be considered only under the following conditions:

.1 If the materials and products specified are not available; or

.2 If substitute materials and products to those specified, which are brought to the attention of and considered by the Consultant as equivalent to those specified, will not change the Contract Price and Contract Time; or

.3 If substitute materials and products to those specified, which are brought to the attention of and considered by the Consultant as superior to those specified, will not change the Contract Price and Contract Time; or

.4 If a material or product is specified together with a requirement for performance and, in the opinion of the Contractor, the specified material or product will not produce the required results.

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.7 There is no obligation on the part of the Consultant or Owner to accept proposed substitutions. Acceptance of proposed substitutions by Owner does not relieve the Subcontractor's responsibility under the Contract.

.8 Should proposed substitution be accepted either in part or in whole, bear full responsibility and costs when substitution affects other work on the project. Pay for design and contract document changes required as result of the substitution.

.9 Consultant will record the time required to evaluate equivalents and alternates proposed by Contractor including making changes to the Contract Documents occasioned thereby. Whether or not the Consultant accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Consultant for evaluating any proposed substitute.

.10 Amounts of all credits arising from acceptance of substitutions will be determined by the Consultant and the Contract Price adjusted accordingly.

.11 Wherein the expression "other acceptable equivalents" or similar expressions in specification Sections, submissions under the expression shall be as specified in this Section.

End of Section 01 25 13

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1.0 GENERAL

.1 Be responsible for the following:

.1 Accuracy and completeness of submittals prior to submission.

.2 Verification of field measurements, field construction criteria, catalogue numbers and similar data.

.3 Co-ordination of each submittal with requirements of the Work and Contract Documents.

.4 Notifying the Consultant in writing at time of submission, of any deviation in submittals from requirements of the Contract Documents.

.2 Make submittals well in advance of schedule dates for fabrication, manufacture, erection and installation to provide adequate time for reviews, securing necessary approvals, possible revisions and resubmittals, placing orders, securing delivery and to avoid construction delays.

.3 Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

.4 Allow a minimum of five (5) working days for the Consultant’s review of each submission.

.5 When submittals are resubmitted, transmit under a new letter of transmission.

.6 Do not carry out Work which requires the Consultant's prior review until submittals have been accepted by the Consultant.

.7 Responsibility for errors and omissions in submittals is not relieved by the Consultant's review of submittals.

2.0 TEST REPORTS AND CERTIFICATES

.1 Clearly show on each certification the name and location of the Work, name and address of Contractor, quantity and date of shipment and delivery, and name of manufacturer or fabricating company. Ensure certificates are signed by an authorized representative of the manufacturing or fabricating company.

.2 Submit 2 copies of all test reports submitted with certificates of compliance showing date or dates of testing, the specified requirements for which the testing was performed and results of the test or tests.

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3.0 CERTIFICATION OF PERSONNEL

.1 At the request of the Consultant, provide certificates to establish qualifications of personnel employed on the Work where such certification is required by authorities having jurisdiction, by the Consultant or by the Contract Documents.

4.0 CONTRACT SCHEDULES

.1 Submit Contract Schedules within five business days from Award Notification. Note that the Schedule must at a minimum, meet the timelines specified in Section 3.0 of the General Instructions.

End of Section 01 33 00

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1.0 CONSTRUCTION SIGNS AND TRAFFIC CONTROL

.1 The Contractor shall supply, place and maintain all barricades, warning signs, temporary delineators and flashing lights necessary for the protection of the public and the work, including warning signs for the duration of the Contract, to the Consultant's satisfaction.

.2 The cost of all signs, marking material, barricades, flashers, safety fencing and flaggers shall be included in the work.

.3 All signs, flashers, barricades and delineators will be cleaned and maintained throughout the duration of the Contract.

.4 The Contractor shall arrange and pay for traffic control where necessary for delivery of materials, removal of garbage, etc., as required by the laws, ordinances and/or the Owner and Consultant's rules and regulations relating to the work.

.5 The Contractor shall provide and pay for the installation of any signs as required to ensure safe flow of traffic at and within the site at no additional cost to the Contract.

.6 All work shall be performed to the Owner's and Consultant's satisfaction.

2.0 CONTRACTOR'S CONTACT REPRESENTATIVE

.1 The Contractor shall have a competent person on duty at all time for emergency calls after construction hours and during weekends. The Contractor shall be responsible to supply the Consultant with the name and telephone number of the person to be contacted during these periods.

3.0 HOARDING/BARRIER REQUIREMENTS

.1 Construct Hoarding/Barriers around the Work Areas, to keep people outside the work area. The hoarding to consist of 6' "fast fence." Contractor to provide construction access door into work area.

.2 All entrances/openings leading from and into the Work Areas shall be completely sealed by break-through barriers.

.3 Provide any additional hoardings or barriers as required meeting all Codes and Safety Requirements.

4.0 MATERIAL STORAGE

.1 All materials are to be stored in conformance with the manufacturers' requirements.

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.2 Materials must remain in their original packaging, displaying the manufacturer's name, product name, weight, and reference standards, as well as all other indications or references considered standard.

.3 Protect and store materials in a dry and ventilated area, away from welding flame or spark and sheltered from the elements or any harmful substances.

5.0 SECURITY

.1 Provide security at the Work Areas as required.

.2 The Owner is not responsible for loss or damage to the Contractor's property.

.3 The Contractor shall report loss or damage of property to the Police, the Consultant and the Owner.

6.0 FIRE SEPARATIONS

.1 Maintain all existing fire separations.

7.0 PROTECTION FROM OVERHEAD WORK

.1 Protect the public and property from damage caused by work performed overhead.

8.0 TEMPORARY POWER

.1 Provide temporary, gas powered generator in accordance with governing regulations and ordinances, for all required work.

.2 Minimal electrical power supply is available by the Owner and may be provided for construction use without cost to the Contractor as authorized by the Owner. The Contractor will arrange, pay for connection fee, and maintain, temporary electrical power supply in accordance with governing regulations and ordinances.

9.0 TEMPORARY WATER

.1 Limited water supply is available and may be provided for construction usage without cost to the Contractor as authorized by the Owner. The Contractor shall pay for all connection costs.

10.0 OBSTRUCTIONS

.1 Prior to commencing repair work, notify all Public Utilities and engage the services of a private utility locate contractor to locate all underground and aboveground utilities including (but not limited to) telephone, gas, water, sewers. hydro, sprinkler systems,

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lighting and protective or alarm systems. Protect all utilities, services and systems against damage or interruption. The Contractor will note that interruptions may not be permitted. Any claims resulting from damage will be the Contractor's responsibility.

.2 The Contractor shall be responsible for all costs associated with temporary removal and replacement and/or relocation of existing facilities as required to carry out the repairs.

.3 Where any existing facilities have been modified by the Contractor to suit his needs, these facilities shall be restored to their original condition or rerouted to the Consultant's satisfaction.

.4 The Contractor shall be responsible for all costs associated with providing temporary firefighting equipment or manpower as required by the local fire department or the Owner when the on-site fire protection equipment is temporarily disconnected during the repairs.

.5 The Contractor shall be responsible for the re-location and/or damage caused to any pipes, mechanical (i.e. air conditioning) units, surface mounted conduits, and any other services, electrical and/or mechanical components within the Work Areas during the work.

.6 The Contractor shall be responsible to note any electrical fixtures and/or surface mounted items within the repair area which are not functioning or appear damaged, prior to commencement of work. Any damage thereafter identified shall be assumed to have been caused by the Contractors operations.

.7 The Contractor shall become familiar with any electrical and/or mechanical drawings submitted by the Consultant prior to commencement of work.

11.0 TEMPORARY LIGHTING

.1 Additional lighting shall be provided by the Contractor for the proper execution and inspection of the work as deemed necessary by the Consultant.

12.0 SANITARY FACILITIES

.1 The Contractor shall be responsible for providing temporary sanitary facilities. Co-ordinate with the Consultant prior to the installation of the facilities.

13.0 DRAINS

.1 The Contractor shall be responsible to note any existing drains within the Work Areas which do not function, prior to commencement of work. Any damage thereafter identified shall be assumed to have been caused by the Contractor's operations.

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14.0 DAILY CLEANUP

.1 The Contractor shall clean all debris from the site daily. No material shall be stored in areas accessible to the public.

.2 The Contractor shall ensure that all waste and construction debris is within the enclosed work area.

.3 The Contractor shall co-operate with the Consultant's and Owner's request concerning clean-up requirements.

End of Section 01 50 00

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1.0 GENERAL

.1 Closeout submittals may include but are not limited to the following:

.1 As-built drawings, samples, and specifications;

.2 Product data, materials and finishes, and related information;

.3 Warranties, guarantees, and bonds; and,

.4 Final site survey.

2.0 SUBMISSION

.1 Prepare instructions and data by personnel experienced in maintenance and operation of described products.

.2 Copy will be returned after final inspection.

.3 Revise content of documents as required prior to final submittal.

.4 Two (2) weeks prior to Substantial Performance of the Work, submit to the Consultant four (4) final copies of Operating and Maintenance Manuals in English.

.5 If requested, furnish evidence as to type, source and quality of products provided.

.6 Defective products will be rejected, regardless of previous inspections. Defective products will be replaced at Contractor's own expense.

3.0 CONTENTS

.1 Table of Contents:

.1 Provide title of project;

.2 Date of submission; and

.3 Names, addresses, and telephone numbers of Sub-Consultant and Sub-Contractors.

.2 For each product or system:

.1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

.3 Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.

.4 Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

.5 Typewritten Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

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4.0 AS-BUILT DRAWINGS, SAMPLES AND SPECIFICATIONS

.1 In addition to requirements in General Conditions, maintain at the site for Consultant one (1) record copy of:

- .1 Contract Drawings;
- .2 Specifications;
- .3 Addenda;
- .4 Change Orders and other modifications to the Contract;
- .5 Reviewed shop drawings, product data, and samples;
- .6 Field test records;
- .7 Inspection certificates; and
- .8 Manufacturer's certificates.

.2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.

.3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

.4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.

.5 Keep record documents and samples available for inspection by Consultant.

5.0 RECORDING ACTUAL SITE CONDITIONS

.1 Provide felt tip marking pens, maintaining separate colours for each major system, for recording information.

.2 Record site condition information concurrently with construction progress. Do not conceal Work until required information is recorded.

.3 Contract Drawings and shop drawings: Legibly mark each item to record actual construction, including:

- .1 Field changes of dimension and detail;
- .2 Changes made by Change Orders;
- .3 Details not on original Contract Drawings; and
- .4 References to related shop drawings and modifications.

.4 Specifications: Legibly mark each item to record actual construction, including:

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.1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items; and

.2 Changes made by Addenda and Change Orders.

.5 Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual specifications sections.

6.0 FINAL SURVEY

.1 Submit final site survey certificate, certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

7.0 MATERIALS AND FINISHES

.1 Building products, applied materials, and finishes: Include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.

.2 Instructions for cleaning agents and methods: Precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.

.3 Moisture-protection and weather-exposed products: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

.4 Additional requirements: As specified in individual specifications sections.

8.0 MAINTENANCE MATERIALS

.1 Provide maintenance and extra materials, in quantities specified in individual specification sections.

.2 Provide items of same manufacture and quality as items in Work.

.3 Deliver to site, place and store.

.4 Receive and catalogue all items. Include approved listings in Maintenance Manual.

.5 Obtain receipt for delivered products and submit prior to final payment.

9.0 INSPECTION AND DECLARATION

.1 Contractor's Inspection: Contractor and all Sub-Contractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents:

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.1 Notify Consultant in writing of satisfactory completion of Contractor's Inspection and that corrections have been made; and

.2 Request Consultant's Inspection.

.2 Consultant's Inspection: Consultant and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor shall correct Work accordingly.

.3 Completion: Submit written certificate that following have been performed:

.1 Work has been completed and inspected for compliance with Contract Documents;

.2 Defects have been corrected and deficiencies have been completed; and

.3 Work is complete and ready for Final Inspection.

.4 Final Inspection: When items noted above are completed, request final inspection of Work by Owner / Consultant and Contractor. If Work is deemed incomplete, complete outstanding items and request re-inspection.

.5 Declaration of Substantial Performance: When Consultant considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance. Refer to CCDC 2, General Conditions Article (GC 5.4 - Substantial Performance of Work for specifics to application).

.6 Commencement of Lien and Warranty Periods: Date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment: When Consultant considers final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. Refer to CCDC 2, General Conditions Article GC 5.7 for specifics to application. If Work is deemed incomplete by Engineer, complete outstanding items and request re-inspection.

.8 Payment of Holdback: After issuance of Certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with CCDC 2, General Conditions Article 5.5.

10.0 WARRANTIES, GUARANTEES AND BONDS

.1 Separate each warranty, guarantee or bond with index tab sheets keyed to Table of Contents listing.

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.2 List sub-contractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

.3 Obtain warranties, guarantees and bonds, executed in duplicate by sub-contractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work.

.4 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.

.5 Verify that documents are in proper form, contain full information, and are notarized.

.6 Co-execute submittals when required.

.7 Retain warranties, guarantees and bonds until time specified for submittal.

End of Section 01 77 00

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1.0 GENERAL

1.1 Conditions

.1 All conditions of the Contract and Division 1, General Requirements, apply to this Section.

.2 All work shall meet the requirements of the Ontario Building Code and the Contract Documents including all amendments up to project date.

1.2 Scope of Work

.1 Supply all labor, plant, tools, equipment and materials necessary to perform the selective demolition and removal work specified in Section 01 11 00, Summary of Work, to the full extent of the Drawings and Specifications.

.2 Supply all labor, plant, tools, equipment and materials necessary to carry out the removal, disposal and/or storage of materials as specified and shown on the drawings.

1.3 Performance Requirements

.1 The removal and disposal of construction materials shall meet the specified requirements.

1.4 Submittals

.1 Submit for approval, drawings, diagrams or details clearly showing the sequence of disassembly and demolition, if required by authorities having jurisdiction.

1.5 Protection

.1 Provide temporary fence barriers (i.e., Fast Fence), guard rails, overhead protection, and other protection as required, to give full protection to occupants, general public, and workers employed on the demolition, and to adjacent buildings, properties and landscaping.

.2 Protect adjacent building surfaces and properties against damage which might occur from falling debris or other causes related to the work. Maintain free and safe passage to and from and within the buildings.

.3 Provide temporary protection against weather where work leaves unprotected openings in exterior walls of building.

.4 Prevent debris from blocking any building, site or municipal drainage system.

.5 Protect all windows and doors during removals.

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1.6 Related By-Laws and Standard Specifications

.1 By-Laws

.1 Conform with the requirements of the Ontario Building Code (latest edition) and all amendments and all local, municipal and provincial building by-laws and ordinances.

1.9 Inspection and Testing

.1 Any work not accepted by the Consultant shall be immediately corrected by the Contractor to the Consultant's satisfaction.

1.10 Measurement for Payment

.1 Removal and disposal of construction materials to expose the required substrates shall be paid for on a lump sum basis unless otherwise noted.

2.0 PRODUCTS

2.1 Materials

.1 All materials deemed re-usable by Pinchin Ltd. and/or Owner shall be carefully protected and stored for re-use as directed by Pinchin Ltd. and/or Owner.

2.2 Equipment

.1 Do not use equipment, which would cause the structure to be loaded beyond its design capacity.

3.0 EXECUTION

3.1 Examination

.1 The Contractor will confirm with the Consultant and the Owner all areas to be removed and/or disposed.

3.2 Demolition and Removal

.1 Use extreme care at all times. Confine effects of demolition to those parts which are to be demolished.

.2 Inform Consultant of any unusual or deteriorated construction revealed during removals. Allow Consultant to review conditions prior to replacement.

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.3 Perform work in a manner so as not to inconvenience persons outside those parts which are to be demolished.

.4 Do not overload any floor or wall with accumulations of material or debris or by any other loading.

.5 Do not sell or burn materials on site.

.6 Remove existing equipment, services and obstacles where required for refinishing or making good of existing surfaces, and replace as work progresses.

.7 Leave work in safe condition so that no part is in danger of toppling or falling at end of each day's work.

.8 Demolish in a manner to minimize dusting. Keep dusty materials wetted.

.9 Leave work areas in a watertight condition at end of each workday. Provide and adequately secure temporary fire-resistant tarps as required when work areas are left open overnight.

3.3 Disposal

.1 Dispose of debris on a continuous basis. Do not stockpile debris in a manner which would overload the structure.

.2 Dispose of demolished materials except where noted otherwise.

.3 Implement a waste management 3 R's program on this project site wherever feasible. Segregate from debris all materials which presently can be recycled or reused. Transport these materials to a reuse or recycling facility.

.4 Materials not acceptable for reuse or recycling shall be disposed of at an appropriate and authorized landfill site.

.5 Burning of debris or selling of materials on site will not be permitted.

.6 Take measures to control dust during disposal operations.

.7 Cost of transporting to dump site and for dumping of materials, etc., are to be included in the Bid Price.

.8 Treasure, such as coins, bills, paper of value, and articles of antiquity, discovered during demolition work at the site shall remain property of Owner.

End of Section 02 41 00

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1.0 GENERAL

1.1 Reference Standards

.1 Membranes must meet or exceed requirements of CGSB 37.56–M (latest edition), *Membrane, Modified, Bituminous, Prefabricated, and Reinforced for Roofing*.

.2 Membranes must meet or exceed requirements of ASTM D 6162, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fibre Reinforcements.

.3 Membranes must meet or exceed requirements of ASTM D 6163, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fibre Reinforcements.

.4 Membranes must meet or exceed requirements of ASTM D 6164, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

.5 Polyisocyanurate thermal insulation boards must meet or exceed requirements of CAN/ULC S704-11, *Thermal Insulation, Polyurethane and Polyisocyanurate, Boards Faced*.

.6 Roofing system must meet or exceed requirements of CAN/ULC-S107-10, Methods of Fire Tests of Roof Coverings, Class C.

1.2 Compatibility

.1 All waterproofing materials will be provided by the same manufacturer.

1.3 Technical Documents

.1 Submit the most current technical data sheets. These documents must describe the physical properties of materials and explanations about product installation, including restrictions, limitations and other manufacturer recommendations.

1.4 Quality Assurance and Environmental Management

.1 The manufacturer of elastomeric bitumen products will provide proof of ISO 9001 and ISO 14001 Certifications.

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1.5 Contractor Qualifications

.1 Roofing contractors and sub-contractors must, when tendering and during works, possess a roofing contractor operating license.

.2 Contractor shall be authorized by the manufacturer to install specified materials prior to the bidding period through satisfactory project completion.

.3 Applicators shall have completed projects of similar scope using same or similar materials specified.

.4 Contractor shall provide full time, on-site superintendent or foreman experienced with the specified waterproofing from beginning through satisfactory project completion.

.5 Applicators shall be skilled in the application methods for all materials.

.6 Contractor shall maintain a daily record, on-site, documenting material installation and related project conditions.

.7 Contractor shall maintain a copy of all submittal documents, on-site, available at all times for reference.

1.6 Materials Storage and Delivery

.1 All materials will be delivered and stored in their original packaging, in conformance with the requirements described in the manufacturer's technical documentation.

.2 At all times, materials will be adequately protected and stored in a dry and properly ventilated area, away from any welding flame or spark, and sheltered from the elements and any harmful substances.

.3 Store adhesives and solvent-based mastics at a minimum of 5 °C (41 °F).

.4 Materials delivered in rolls will be carefully stored upright; flashings will be stored to avoid wrinkling, buckling, scratches or any other possible damage.

.5 Avoid gathering construction materials on the roof, which may affect the structural integrity by imposing loads exceeding what is admissible.

1.7 Fire Protection

.1 Prior to the start of work, conduct a site inspection to ensure its safety in order to minimize fire risks and hazards.

.2 Respect safety measures recommended by the related local authorities.

.3 At the end of each workday, use a heat detector gun to spot any smouldering or concealed fire. Job planning must be organized to ensure workers are still on location at

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least 2 hour after welding works. An inspection must be performed by an employee of the roofing contractor who specializes in this kind of job at the end of works and, if necessary, with the help of a member of the fire protection service of the city.

.4 Never apply the torch directly to flammable materials.

.5 Throughout roofing installation, maintain a clean site and have a fire hose (when possible) and at least one ULC-approved Class ABC fire extinguisher, charged and in perfect operating condition, within 6 m (20 ft) of each torch. Respect all safety measures described in technical data sheets of sealants. Welding torches must never be placed near combustible or flammable products, nor be used where the flame is not visible or cannot be easily controlled.

1.8 Environmental Conditions

.1 Monitor substrate temperature and material temperature, as well as all environmental conditions such as ambient temperature, moisture, sun, cloud cover, wind, humidity, and shade. Ensure conditions are satisfactory to begin work and ensure conditions remain satisfactory during the installation of specified materials. Materials and methods shall be adjusted as necessary to accommodate varying project conditions. Materials shall not be installed when conditions are unacceptable to achieve the specified results.

.2 Precipitation and dew point: Monitor weather to ensure the project environment is dry before, and will remain dry, during the application of waterproofing materials. Ensure all waterproofing materials and substrates remain above the dew point temperature as required to prevent condensation and maintain dry conditions.

.3 Self-adhesive membrane application: During cold weather, store the specified self-adhesive membrane and primer materials in heated storage areas to ensure materials remain no less than 70°F (21°C) during application. Ensure conditions allow primer to remain tacky, but not wet so that primer will not transfer to finger when touched. Self-adhesive primer shall not fully dry and lose tack before applying the self-adhesive membrane. Ensure conditions remain satisfactory to achieve membrane adhesion.

.4 Heat-Welding Application: Take all necessary precautions and measures to monitor conditions to ensure all environmental conditions are safe to proceed with the use of torches and hot-air welding equipment. Combustibles, flammable liquids and solvent vapors that represent a hazard shall be eliminated. Flammable primers and cleaners shall be fully dry before proceeding with heat-welding operations. Prevent or protect

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wood, paper, plastics and other such combustible materials from direct exposure to open flames from roof torches.

1.9 Warranties

.1 The membrane manufacturer will issue a written and signed document in the owner's name, certifying that the roofing membranes are free of manufacturing defects for a period of ten (10) years, starting from the date of completion of membrane installation. This warranty will cover the removal and replacement of defective roof membrane products, including workmanship. The warranty must remain full and complete for the duration of the period specified. The warranty certificate must reflect these requirements.

.2 The contractor will provide a written and signed document to the Owner's name certifying that the work executed will remain in place and free of waterproofing defect for a 3-year period from the date of acceptance.

2.0 PRODUCTS

2.1 Support Panel

.1 Gypsum-Fibre Roof Board

.1 Description: glass fibre-covered roof board 12.7 mm-thick.

.2 In conformance with: ASTM E84 and ASTM C1177

.3 Specified product: CGC Securock Gypsum Fiber Roof Board or approved equivalent.

2.2 Fasteners

.1 In conformance with: FM 4470 Approvals standard.

.2 Specified products: SOPREMA FASTENERS AND PLATES or approved equivalent.

2.3 Primers

.1 Primer for Thermofusible Membranes

.1 Description: Primer made of bitumen, volatile solvents and adhesive resins. Used as primer to improve the adhesion of thermofusible waterproofing membranes.

.2 Specified product: ELASTOCOL 500 by SOPREMA or approved equivalent.

.2 Primer for Self-Adhesive Membranes

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.1 Description: Primer composed of SBS synthetic rubber, adhesive resins and volatile solvents. Used as primer to improve the adhesion of self-adhesive membranes.

.2 Specified product: ELASTOCOL STICK by SOPREMA or approved equivalent.

2.4 Membranes

.1 Base Sheet Membrane for Field Surface (TORCHED)

.1 Description: Roofing membrane composed of SBS modified bitumen and a non-woven polyester reinforcement. Surface covered with a thermofusible plastic film. The surface must be marked with three (3) chalk lines to ensure proper roll alignment.

.2 In conformance with: CGSB 37.56-M (latest edition).

.3 Specified product: SOPRALENE FLAM 180 by SOPREMA or approved equivalent.

.2 Base Sheet Membrane for Flashings and Parapets

.1 Description: Membrane composed of SBS modified bitumen and glass mat reinforcement. The surface is covered with a thermofusible plastic film and the underface is covered with a release protection film. The surface shall be marked with three (3) chalk lines to ensure proper roll alignment.

.2 In conformance with: CGSB 37.56-M (latest edition).

.3 Specified product: SOPRAFLASH FLAM STICK by SOPREMA or approved equivalent.

.3 Roofing Cap Sheet Membrane for Field Surface

.1 Description: Roofing membrane composed of SBS modified bitumen with a non-woven polyester reinforcement and elastomeric bitumen. The underface is covered with a thermofusible plastic film.

.2 In conformance with: CGSB 37.56-M (latest edition).

.3 In conformance with: ASTM D6162.

.4 Specified Product: SOPRALENE FLAM 250 by SOPREMA or approved equivalent.

.4 Roofing Cap Sheet Membrane for Flashings and Parapets

.1 Description: Roofing membrane composed of SBS modified bitumen with a non-woven polyester reinforcement and elastomeric bitumen. The surface is

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protected by coloured granules. The underface is covered with a thermofusible plastic film.

.2 In conformance with: CGSB 37.56-M (latest edition).

.3 In conformance with: ASTM D6162.

.4 Specified Product: SOPRALENE FLAM 250 GR by SOPREMA or approved equivalent.

2.5 Flame-Stop Membrane

.1 Description: Self-adhesive membrane composed of SBS modified bitumen and a glass mat reinforcement, designed to prevent flames from penetrating into voids, cavities and openings before installing heat-welded membranes.

.2 Specified products: SOPRAGUARD tape by SOPREMA or approved equivalent.

2.6 Separation Sheet

.1 6-mil polyethylene sheeting or approved equivalent.

2.7 Insulation

.1 Extruded Polystyrene Insulation

.1 Description: Rigid thermal insulation board made of rigid extruded polystyrene with drainage channels and with shiplap or square edges on all four sides. It is composed of closed cell foam.

.2 In conformance with: CAN/ULC-S701-11, Type 4.

.3 Specified product: SOPRA-XPS 35 DC by SOPREMA or approved equivalent.

2.8 Filter Layer

.1 Description: Filter fabric sheet made of non-woven, continuous synthetic fibres, evenly distributed.

.2 Specified product: SOPRAFILTRE by SOPREMA or approved equivalent.

2.9 Ballast

.1 River Gravel

.1 Description: Gravel shall be round, washed, and exempt of dust, humidity, ice, snow and foreign objects. Nominal diameter is 38 mm (1.5 in). May be reused.

.2 Pavers

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.1 Description: Prefabricated concrete pavers to match existing.

2.10 Complementary Waterproofing Products

.1 Waterproofing Mastic

.1 Description: Multi-purpose mastic composed of SBS modified bitumen, fibres, mineral fillers and solvents.

.2 Specified product: SOPRAMASTIC by SOPREMA or approved equivalent.

.2 Pitch Pocket Filler

.1 Description: Polyester-made precast blocks of various sizes a single-component, polyether-based mastic and a single-component, polyether based sealant and adhesive.

.2 Specified product: SOPRAMASTIC BLOCK SYSTEM by SOPREMA or approved equivalent.

.3 Sealing Product

.1 Description: Bitumen/polyurethane waterproofing mono-component resin and polyester reinforcement.

.2 Specified products: ALSAN FLASHING and ALSAN REINFORCEMENT by SOPREMA or approved equivalent.

3.0 EXECUTION OF WORK

3.1 Surface Examination and Preparation

.1 Surface examination and preparation must be completed in conformance with instructions in the membrane manufacturer’s technical documentation.

.2 Before roofing work begins, the owner's representative and roofing foreman will inspect and approve deck conditions (including slopes and wood grounds) as well as flashings at parapets, roof drains, plumbing vents, ventilation outlets and other construction joints. If necessary, a non-conformity notice will be issued to the contractor so that required corrections can be carried out. The start of roofing work will be considered as acceptance of conditions for work completion.

.3 Do not begin any portion of work before surfaces are clean, smooth, dry, and free of ice and debris. Use of calcium or salt is forbidden for ice or snow removal.

.4 Be sure plumbing, carpentry and all other works have been duly completed.

.5 No materials will be installed during rain or snowfall.

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3.2 Method of Execution

.1 Roofing work must be completed in a continuous fashion as surfaces are readied and as weather conditions allows it.

.2 It's preferable to seal all joints that are not covered by a cap sheet membrane the same day. A second cap sheet cannot be installed if any moisture is present in joints.

.3 Ensure waterproofing of roof at all times, including protection during installation work by other trades and protection as work is completed (e.g. vents, drains, etc.).

3.3 Site Protection

.1 Protect the exposed surfaces of finished work to avoid damage during roof installation and material transportation. Install walkways made of rigid boards over installed roofing materials to enable passage of people and transport of products. Assume full responsibility for any damage.

3.4 Installation of Support Panels on Steel Deck

.1 These boards must be screwed onto the steel deck's upper rib surfaces in conformance with Factory Mutual requirements, including the PLPDS 1-29, for fastening boards at roof corners and perimeter.

.2 Cut boards so edges rest on centre of upper ribs. Cut straight lines with adequate tools.

.3 Where slopes change, boards will be cleanly cut (avoid breaking boards) to acquire deck shape. Place boards perpendicular to deck ribs for continuous support at extremities.

.4 Board joints will be staggered, at half-length, and perfectly butted.

3.5 Application of Primer

.1 All surfaces to be primed must be free of rust, dust or any residue that may hinder adherence. Primed surfaces must be covered with the roofing membrane as soon as possible (on the same day for self-adhesive membranes).

3.6 Installation of Flame-Stop Membrane

.1 Adhere the membrane directly onto an approved substrate by removing the silicone release film. SOPRAGUARD TAPE is designed to prevent flames from penetrating into voids, cavities and openings while installing heat-welded membranes.

.2 Unroll the flame-stop membrane onto the insulation, being careful to overlap adjacent selvedges to ensure that the flame will not penetrate the insulation.

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3.7 Installation of Torch-Applied Base Sheet on The Field Surface

.1 Unroll base sheet on the substrate, taking care to align the edge of the first selvedge with drain centre (parallel to roof edge).

.2 Cut off corners at end laps to be covered by the next roll.

.3 Weld the base sheet onto prepared substrate.

.4 Each selvedge will overlap the previous one along lines provided for this purpose, and will overlap the ends by 150 mm (6 in). Space end laps by a minimum of 300 mm (12 in).

.5 Avoid the formation of wrinkles, swellings or fishmouths.

3.8 Installation of Self-Adhesive Base Sheet on Flashings and Parapets

.1 Apply base sheet flashing only after primer coat is dry.

.2 Before applying membranes, always burn the plastic film from the section to be covered if there is an overlap (inside and outside corners and field surface). For sanded base sheet membranes, apply primer for self-adhesive membrane on the area to be covered at the foot of the parapets.

.3 Cut off corners at end laps of areas to be covered by the next roll.

.4 Each selvedge will overlap the previous one along lines provided for this purpose, and by 150 mm (6 in) at the ends.

.5 Position the pre-cut membrane. Remove 150 mm (6 in) of the silicone release film to hold the membrane in place at the top of the parapet.

.6 Then, gradually peel off the remaining silicone release film, pressing down on the membrane with an aluminum applicator to ensure good adhesion. Use the aluminum applicator to ensure a perfect transition between the flashing and the field surface. Smooth the entire membrane surface with a membrane roller for full adhesion.

.7 Install a reinforcing gusset at all inside and outside corners.

.8 Always seal overlaps at the end of the workday.

.9 Avoid the formation of wrinkles, swellings or fishmouths.

3.9 Installation of Reinforced Gussets

.1 Install reinforcing gussets at all inside and outside corners.

.2 Heat-weld the gussets in place after installing base sheet membrane.

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3.10 Installation of Thermofusible Cap Sheet on Field Surface

.1 Begin with double-selvedge starter roll. If starter roll is not used, side laps covered with granules must be de-granulated by embedding granules in torch-heated bitumen over a 75-mm (3 in) width.

.2 Unroll the membrane on the base sheet, taking care to align the edge of the first selvedge with the edge of the roof.

.3 Cut off corners at end laps at areas to be covered by the next roll.

.4 Each selvedge will overlap the previous one along lines provided for this purpose, and will overlap by 150 mm (6 in) at the ends. Space end laps a minimum of 300 mm (12 in).

.5 Heat-weld cap sheet membrane with a torch on the base sheet to create a bleed out of 3 to 6 mm (1/8 to 1/4 in).

.6 During installation, be careful not to overheat the membrane or its reinforcements.

.7 Avoid the formation of wrinkles, swellings or fishmouths.

.8 Avoid walking over finished surfaces; use rigid protective walkways as needed.

3.11 Installation of Thermofusible Cap Sheet on Flashings and Parapets

.1 This cap sheet must be installed in one-metre-wide strips (3.25 ft).

.2 Each selvedge will overlap the previous one laterally along lines provided for this purpose, and will overlap by 150 mm (6 in) the field surface. Membranes for flashings must be spaced at least 100 mm (4 in) with respect to the cap sheet membranes on the field surface, to avoid areas of excessive membrane thickness.

.3 Cut off corners at end laps on areas to be covered by the next roll.

.4 Use a chalk line to draw a straight line on the field surface, 150 mm (6 in) from flashings and parapets.

.5 Use a torch and round-nose trowel to embed the surface granules in the layer of hot bitumen, starting from the chalk line on the field surface to the bottom edge of the flashing or parapet, as well as on the granulated vertical surfaces to be overlapped.

.6 This cap sheet will be heat-welded directly to the base sheet membrane, proceeding from bottom to top.

.7 Avoid the formation of wrinkles, swellings or fishmouths.

.8 During installation, be careful not to overheat the membrane and its reinforcements.

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3.12 Installation of Pavers

.1 Install concrete pavers as shown in the drawings. All pavers with cracks, chips or other defects must be replaced.

3.13 Filter Layer Installation

.1 Place separator sheet on insulation, overlapping joints by 300 mm (12 in).

3.14 Ballast Installation

.1 Once filter layer is installed, spread river gravel in a uniform fashion, in conformance with FM requirements listed in the PLPDS 1-29.

3.15 Waterproofing for Various Details

.1 Install waterproofing membranes at various roofing details in conformance with typical details indicated in technical documentation of the manufacturer.

End of Section 07 52 00

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1.0 GENERAL

1.1 References

.1 American Society for Testing and Materials International (ASTM)

.1 ASTM A 653/A 653M-11, Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy Coated by the Hot-Dip Process.

.2 Canadian General Standards Board (CGSB)

.1 CAN/CSGB 19.13-M87, Sealing Compound, One Component, Elastomeric, Chemical Curing.

.3 Canadian Roofing Contractors Association (CRCA)

.1 CRCA Roofing Specifications 2011.

.4 Health Canada/ Workplace Hazardous Materials Information System (WHMIS)

.5 S.M.A.C.N.A. Architectural Manual

1.2 Action and Informational Submittals

.1 Provide submittals in accordance with Section 01 33 00- Submittal Procedures.

.2 Product Data: Submit manufacturer's printed product literature for sheet metal flashing systems materials, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.

.3 If requested, submit samples of sheet metal flashing specified, before proceeding with the work, showing proposed method of shaping, forming, jointing and fastening.

.4 Submit samples if approval of substitutions is requested.

1.3 General Scope

.1 Supply and install all metal flashings required to complete the roof restoration.

.2 Form to profiles as required to suit specific site conditions.

1.4 Workmanship

.1 Sheet metal flashings work shall be carried out in accordance with the best standard practices of the industry with joints locked, cleated, caulked as required and exposed edges hemmed. Ample allowance shall be made in all work for expansion and contraction without compromising the waterproofing integrity of the structure.

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.2 Mitred corners shall be straight and profiles level as shown on the drawings or as required to suit the specific site conditions, with flat surfaces free of distortion and free of face nailing.

.3 Standard practices, unless otherwise noted herein, shall be deemed to constitute recommended procedures published in S.M.A.C.N.A. Architectural Manual and the CRCA Canadian Roofing Contractors Association Guidelines.

2.0 PRODUCTS

2.1 Sheet Metal Materials

.1 Galvanized steel sheet: 26 ga. thickness commercial quality to ASTM A526 80, with Z275 designation zinc coating.

2.2 Prefinished Steel Sheet

.2 Finish: factory applied coating to CGSB 93-GP-3M supplemented and amended as follows:

.1 Series 5000 finish on 26 ga. factory coated galvanized iron, 35 gram commercial quality to ASTM A525-65T.

.3 Thickness specified for prefinished steel sheet applies to base metal.

.4 Colour to match existing.

2.3 Accessories

.1 Isolation coating: alkali resistant bituminous paint.

.2 Plastic cement: to CGSB 37-GP-5M.

.3 Sealants: in accordance with Section 07900, colour selected by Owner.

.4 Cleats: of same material, and temper as sheet metal, minimum one (1") inch wide. thickness same as sheet metal being secured.

.5 Fasteners: corrosion-resistant and of same material as sheet metal, to CSA BI 11-1974 or stainless-steel fastener, of length and thickness suitable for metal flashing application.

.6 Washers: of same material as sheet metal, one (1) mm thick with rubber packings.

.7 Solder: to ASTM B32-76, 50% tin and 50% lead.

.8 Flux: rosin, cut hydrochloric acid, or commercial preparation suitable for materials to be soldered.

.9 Touch-up paint: as recommended by metal flashing and trim manufacturer.

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2.4 Fabrication

.1 Fabricate metal flashings and other sheet metal work as indicated.

.2 Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.

3.0 EXECUTION

3.1 Manufacturer's Instructions

.1 Compliance: comply with manufacturer's written recommendations, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 Flashing Installation

.1 Install work in straight lines, with junctions aligned and on same plane.

.2 Ensure all reglets have been mechanically cleaned, solvent washed and primed, ready for sealant application immediately following installation of sheet metal.

.3 Back paint with two coats of bituminous paint, sheet metal that comes into contact with metal of a different type.

.4 Wedge flashings into reglets using lead wedges or lead plugs or stainless steel fastener at 12 inch o.c. hammered tightly.

.5 Install metal base and cap flashings as required for building components which penetrate roof and for which flashing is not specified.

.6 Install sheet metal work with concealed fastenings. Exposed fastenings will be permitted only with the approval of the Engineer and when concealed fastenings are impossible to install. They shall be made in an approved manner, weathertight and evenly and neatly located. Do not use pop rivets.

.7 Join sheet metal by slip lock seams to permit thermal movement. Space joints evenly where exposed. Lock seams to be used at internal comers.

.8 Provide loose-locked joints not more than two (2') feet from external and internal comers and in straight runs of not over eight (8') feet.

.9 Stagger cap flashing joints with relation to base flashing joints. Make flashing continuous at angles. Cap flashing shall overlap base flashing a minimum of four (4") inches, except where it shall be concealed or is otherwise indicated. Bottom edges of flashing shall be folded back one-half (1/2") inch on underside.

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.10 All mechanical fastenings shall be compatible with the flashing and steel deck with which they are used.

.11 Caulk flashing at terminations with sealant.

3.3 Caulking

.1 Install caulking in accordance with the manufacturer's latest recommendations.

.2 Remove existing sealants, dust, grease, oil and all other deleterious materials that may affect the adhesion and performance of the new caulking.

.3 Clean all surfaces to receive caulking with cloths soaked with solvent as recommended by the caulking manufacturer, and wipe dry with clean cloth.

.4 Install caulking in continuous beads using gun with properly sized nozzle.

.5 Apply caulking smooth, free of ridges, wrinkles, sags, air pockets or embedded impurities.

.6 Tool finish to the satisfaction of the Consultant, ensuring a uniform and consistent profile and remove excess compound promptly as work progresses.

3.4 Cleaning

.1 On completion and verification of performance of installation, remove surplus materials, excess materials, garbage, tools and equipment. Remove and discard all sheet metal scraps and fasteners not required to complete the work. Remove and replace all sheet metal sections that received surface damage or scratches during fabrication, delivery or installation.

.2 Leave work areas clean, free from grease, finger marks and stains. Finished sheet metal flashing work shall be clean and left in neat, workmanlike condition. Adjoining materials shall be properly cleaned of soil caused by this trade.

End of Section 07 62 00

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1.0 GENERAL

1.1 References

.1 CAN/CGSB-19.13, Sealing Compound, One-component, Elastomeric, Chemical Curing.

1.2 Samples

.1 Submit duplicate samples of each type of material and colour.

1.3 Delivery, Storage, and Handling

.1 Deliver, handle, store and protect materials in accordance with manufacturer's instructions.

.2 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels, intact. Protect from freezing, moisture, water and contact with ground or floor.

1.4 Environmental and Safety Requirements

.1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials.

.2 Regarding labelling and provision of material safety data sheets acceptable to Labour Canada.

.3 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

1.5 Waste Management and Disposal

.1 Separate and recycle waste materials in accordance with a Waste Reduction Workplan.

.2 Place materials defined as hazardous or toxic waste in designated containers.

.3 Ensure emptied containers are sealed and stored safely for disposal away from children.

.4 Dispose of surplus chemical and finishing materials in accordance with federal, provincial and municipal regulations.

.5 Separate corrugated cardboard in accordance with the Waste Management Plan and place in designated areas for recycling.

.6 Fold up metal banding, flatten, and place in designated area for recycling.

.7 Use trigger operated spray nozzles for water hoses.

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.8 Return solvent and oil soaked rags for contaminant recovery and laundering or for proper disposal.

.9 Use the least toxic sealants, adhesives, sealers, and finishes necessary to comply with the requirements of this section.

.10 Close and seal tightly all partly used sealant containers and store protected in well ventilated fire-safe area at moderate temperature.

.11 Place used hazardous sealant tubes and other containers in areas designated for hazardous materials.

1.6 Section Includes

.1 Provide labour, materials, products, equipment and services to complete the joint sealants work.

.2 Where the term 'caulking' is used on the Drawings, it shall mean joint sealants.

1.7 Quality Assurance:

.1 Work of this Section shall be performed by a recognized and established sealant applicator having at least five years' experience using skilled mechanics thoroughly trained and competent in the use of sealing equipment and the specified materials.

.2 Arrange with the sealant manufacturers for a visit to the Work site by one of their technical representatives before beginning the sealing installation, to discuss with the sealant applicator, Contractor and the Consultant the procedures to be adopted, to analyze site conditions and inspect the surfaces and joints to be sealed, in order that recommendations may be made.

.3 The sealant manufacturer shall provide the Consultant with a letter stating that the Contractor is an approved applicator of the products intended for use on this project.

.4 Discuss the following items:

.1 Weather conditions under which work will be done.

.2 Anticipated frequency and extent of joint movement.

.3 Joint design.

.4 Suitability of durometer hardness and other properties of material to be used.

.5 Numbers of beads to be used in the sealing operation.

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1.8 Submittals:

.1 Submit a signed letter from the sealant manufacturer prior to commencement of work of this Section, which states:

.1 Sealant materials as selected for use from those specified.

.2 Surface preparation requirements.

.3 Priming and application procedures.

.4 Verification that sealants are suitable for purposes intended and joint design.

.5 Sealants are compatible with other materials and products with which they come in contact including but not limited to sealants provided under other Sections, insulation adhesives, bitumens, brick, stone, concrete, concrete block, metals and metal finishes.

.6 Verification that sealants are suitable for temperature and humidity conditions at time of application.

.7 Submit samples of each sealant along with colour cards for Consultant's selection.

.8 Submit written reports to consultant after each site visit by manufacturer.

1.9 Environmental Conditions:

.1 Ambient and substrate surface temperatures shall be above 10°C for a period of 24hrs before, during and after application and curing of the work of this Section.

1.10 Warranty:

.1 Warrant the work of this Section against defects in materials and workmanship for a period of 5 years.

.2 Under the warranty, materials shall not breakdown, decompose, lose their resiliency, crack, nor lose bond with sides of joints.

2.0 PRODUCTS

2.1 Materials

.1 All sealants: Non-bleeding and capable of supporting their own weight except for self-levelling type sealants for horizontal surfaces:

.1 Sealants: One component polyurethane conforming to CAN2 19.13 M82. Acceptable products will be Dymeric as manufactured by Tremco Limited or approved equivalent.

.2 Bond breaker: pressure sensitive plastic tape, which will not bond to sealants.

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.3 Colours for sealants: As selected by the Consultant and Owner from standard colours.

.4 Joint filler: Continuous, extruded, polyolefin foam, consisting of non-absorbing outer skin and highly resilient interior, non-gassing, cellular network of open and closed cells, sized 25% greater than joint width, having the following characteristics:

-Density	2.0 lb/ft^3 (ASTM D1622)
-Tensile strength	25 psi (ASTM D1623)
-Water absorption	0.5% by volume (ASTM C509)
-Deflection at 50% compression	3 psi
-Recovery at 50%	95%
-Out-gassing	None
-Temperature range	-45°F to 225°F

.2 Primers: As recommended by the sealant manufacturer for each type of substrate and primers shall suit the various job conditions.

.3 Cleaning material: Non-corrosive and non-staining solvent type, Xylol, Methyl-ethyl-ketone (MEK), Toluol, Isopropyl alcohol or as recommended by the sealant manufacturer and acceptable to the material or finish manufacturers for surfaces adjacent to sealed areas.

.4 All sealants, cleaning solvents, joint backing and primers: Compatible with each other and approved by the sealant manufacturer.

3.0 EXECUTION

3.1 Protection

.1 Protect installed work of other trades from staining or contamination.

3.2 Preparation

.1 Remove dust, paint, loose mortar and other foreign matter. Dry joint surfaces.

.2 Remove rust, mill scale and coatings from ferrous metals by wire brush, grinding or sandblasting.

.3 Remove oil, grease and other coatings from non-ferrous metals with joint cleaner.

.4 Prepare concrete, masonry, glazed and vitreous surfaces to sealant manufacturer's instructions.

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.5 Examine joint sizes and correct to achieve depth ratio 1/2 of joint width with minimum width and depth of one-quarter (1/4") inch, maximum width one (1") inch.

.6 Install joint filler to achieve correct joint depth.

.7 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

.8 Apply bond breaker tape where required to manufacturer's instructions.

.9 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

3.3 Examination

.1 Ensure joints are suitable to accept and receive the sealants.

.2 Ensure surfaces are sound, dry, free from all contaminants, including but not limited to dirt, water, frost, loose scale, corrosion, bitumen, paints and other contaminants which may adversely affect the performance of the sealing materials.

.3 Do not apply sealant to masonry until mortar has cured.

.4 Before any sealing work is commenced test the materials for indications of staining or poor adhesion.

3.4 Cleaning Procedures

.1 Immediately clean adjacent surfaces, which have been soiled and leave work in a neat, clean condition.

.2 Remove excess materials and droppings using recommended cleaners and solvents.

.3 Metal:

.1 Blast cleaning: Sandblast or iron shot blast surfaces requiring heavy cleaning down to bright metal.

.2 Remove loose matter by compressed air or commercial vacuum cleaner.

.3 Power tool cleaning: Clean surfaces by wire brush, impact tools, and abrasive wheels or by buffing.

.4 Remove loose matter by compressed air or vacuum cleaner.

.5 Solvent cleaning: Clean with solvent applied by spray or brush:

.1 Wipe with clean, dry wiping cloths.

.2 Remove paints with paint remover and wipe with solvent.

.3 Remove residue.

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.4 Concrete, Marble, Stone, Brick:

.1 Remove friable material with wire brush until surfaces are sound:

.1 Remove surface residue with a stiff brush and vacuum cleaner.

.2 Ensure rough edges are ground smooth.

.3 Sandblast joint surface or grind with wire wheel, vacuum clean and wipe with M-e-k solvent prior to the application of new materials:

.1 A black cloth rubbed onto the surface to be sealed should not pick up any particles (residue) when sufficiently cleaned.

.4 The joint shall be further prepared to all other requirements of the joint sealant manufacturer which are not listed in this section.

.5 Concrete surfaces shall be cured for at least 28 days.

.6 Allow joints to dry thoroughly.

.7 Completely remove resinous products used, such as curing compounds and form release agents.

.5 Glass, Ceramics and Porcelain:

.1 Brush with solvent and wipe with clean, dry wiping cloths.

.2 Remove residue.

.6 Wood:

.1 Remove foreign matter such as soil, paint, grease, bitumen, resin with solvents, abrasives and paint removers; remove residue.

.2 Provide surfaces, which are clean and dry.

.7 Do not exceed shelf life and pot life of the materials, and installation times, as stated by the manufacturers.

.8 Be familiar with the work life of the sealant to be used. Do not mix multiple component materials until required for use.

.9 Thoroughly mix multiple component sealants, and bulks sealants when recommended by manufacturer, using a mechanical mixer capable of mixing at 80-100 rpm without mixing air into the material. Continue mixing until the material is a uniform colour and free from streaks of unmixed material.

.10 Mask areas adjacent to joints to be sealed.

.11 Prevent contamination of adjacent surfaces.

.12 Remove masking promptly after the joint sealing has been completed.

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.13 Arrange for the sealant manufacturer's technical representatives to visit the site prior to the commencement of the sealing to meet with the Contractor and the Consultant.

3.5 Installation

.1 Sealant manufacturer to visit site periodically and to provide written reports to Consultant ensuring sealant is in accordance with good trade practice, the manufacturer's recommendations and the intent of this Specification.

.2 Install materials in compliance with the recommendations of their manufacturer.

.3 Prime joints to receive sealants unless material is self-priming.

.4 Apply primer with a brush, which will permit joint surfaces to be primed.

.5 Perform priming immediately before installation of sealants, allowing minimal time between priming and sealing as recommended by the sealant manufacturer.

.6 Sealants generally shall be of gun grade or knife grade non-sag consistency to suit the joint condition.

.7 Use gun nozzles of the proper sizes to suit the joints and the sealant material.

.8 Sealants for joints with 0% slope in all directions (other than overhead joints) may be self-levelling type.

.9 For joints with backing rod, fill joints to produce joint profile with optimum sealant cross-sections:

.1 Provide joint depth of one half the joint width.

.10 Install sealant with pressure operated guns.

.11 Use sufficient pressure to fill all voids and joints solid.

.12 Sealant shall bond to the sides of the joint only and shall not adhere to the joint backing material.

.13 Provide bond breaker material where necessary.

.14 Install when surfaces and ambient temperatures are suitable for the material used.

.15 Pour or gun self-levelling, low viscosity grades of sealant into joints with 0% slope other than overhead joints.

.16 If applied by gun, hold the nozzle to the bottom of the joints to ensure complete filling of the joints.

.17 Ensure that the correct sealant depth is maintained.

.18 Superficial coating with a skin bead will not be accepted.

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.19 Sealant installations shall be a full bead free from any air pockets and embedded impurities, providing smooth surfaces, free from ridges, wrinkles, sags, air pockets and imbedded impurities.

.20 After joints have been completely filled, tool them neatly to a slightly concave surface.

.21 Tool sealants to achieve airtight joints.

.22 Use wet tools as required.

3.6 Repair

.1 Cut out damaged or otherwise unacceptable or rejected sealant, repeat preparation, prime joints and install new material as specified, and acceptable to the Consultant.

3.7 Protection of Completed Work

.1 Provide approved, non-staining means of protection for the completed joint sealant installations where required to protect the work from mechanical, thermal, chemical and other damage by construction operations and traffic.

.2 Maintain protection securely in place until Project completion.

.3 Remove protection when so directed by the Consultant.

End of Section 07 92 00

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1.0 GENERAL

1.1 Work Included

.1 This section specifies the requirements for the replacement of single-level roof drain assemblies. New operable roof drain screen(s) and flange(s) are to include all associated hardware, fittings and connectors.

1.2 Related Work

.1 Modified Bituminous Protected Membrane Roofing Section 07 55 52

1.3 Quality Assurance

.1 Work on this section is to be conducted only by individuals specifically trained for this work.

.2 Provide one thoroughly experienced, reliable and competent person in charge of the work and present on site at all times.

1.4 Reference Standards

.1 Ontario Building Code.

1.5 Project Conditions

.1 Work to proceed only during approved time periods.

1.6 Warranty

.1 The Contractor hereby warranties the work against defects in materials, labour and workmanship for a period of **five (5) years** from the date of substantial completion.

.2 Supply all labour, materials, tools and equipment to repair and/or replace any work judged defective by the Engineer and any other work damaged due to faulty or defective work at no additional cost during the term of the warranty.

2.0 PRODUCTS

2.1 Materials

.1 Vandal Proof Roof Drains: copper with cast stabiliser ring, welded stainless mounting bolts, pan formed copper drain body with straight copper outlet, foundry cast heavy duty aluminium dome **with hinged access lid** (see roof detail drawings) with removable

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dome. Roof drains are to be supplied with either EPDM Super Seal or U-Flow fittings for connection to existing storm pipes. Model RD-4C RR (Copper) by Thaler Metal Industries Ltd., Model CD200 to CD400 (size to suit or, Flash-Tite Flip-Top Series by Lexcor, or an approved alternate.

.2 Ballast Guards: Thaler T-12 stainless steel or approved equivalent.

.3 Insulation: Two-part polyurethane spray foam insulation.

3.0 EXECUTION

3.1 Installation

.1 Insert drain and ensure flange is 1/2 inch (6 mm) below the surface. Firmly clamp drain body to roof deck with supplied clamping ring.

.2 Install drain components and connect to drainage pipe. Install two-part polyurethane spray foam insulation.

.3 Connect new roof drains to and existing drain leaders with MJ mechanical couplings.

.4 Set drain flange and flash in roof membrane as recommended by the manufacturer.

.5 Install ballast guards as recommended by the manufacturer.

.6 Contractor to ensure all roof drains within the area of the roof work are watertight at all times following the start of the project and until the date of substantial completion of the project. All MJ couplings, U-flow connections and other fittings should be reviewed daily for water tightness during the course of the replacement work.

End of Section 22 14 26

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GENERAL NOTES

1. THIS PROJECT AND ALL WORK ASSOCIATED WITH THIS PROJECT SHALL CONFORM TO PROVINCIAL AND MUNICIPAL CODE REQUIREMENTS.
2. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH OSHA O. REG. 213/91 AS AMENDED.
3. THE CONSULTANT SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE ON PROCEDURE OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONSULTANT ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OF PLANS FOR BID PURPOSES PRIOR TO THE ISSUANCE OF BUILDING PERMIT.
5. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR EXAMINING CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ITEMS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE CONSULTANT BEFORE PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.
6. CONTRACTOR SHALL MAINTAIN RECORD DOCUMENTS OF CONSTRUCTION CHANGES ('AS-BUILT DRAWINGS") AND SHALL PROVIDE SAID DOCUMENTATION TO THE CONSULTANT UPON COMPLETION OF CONSTRUCTION - NO EXCEPTION ALLOWED. CONTRACTOR TO PROVIDE OPERATIONS AND MAINTENANCE MANUAL INCLUDING MARKED UP AS-BUILTS, APPROVED SHOP DRAWINGS, DATA SHEETS, WARRANTIES, ESA CERTIFICATION AND MANUFACTURERS INSPECTION REPORTS.
7. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE TO COORDINATE WITH ALL SUBCONTRACTORS FOR REQUIREMENTS ESTABLISHED BY OWNER.
8. THE INTENT OF ALL DRAWINGS AND SPECIFICATIONS IS TO INCLUDE ALL LABOUR, MATERIALS AND SERVICES NECESSARY FOR THE COMPLETION OF ALL WORK SHOWN, DESCRIBED OR REASONABLY IMPLIED, BUT NOT LIMITED TO THAT EXPLICITLY INDICATED IN THE CONTRACT DOCUMENTS.
9. INSTALL ALL MANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS UNLESS NOTED OTHERWISE.
10. ANY WORK INSTALLED IN CONFLICT WITH THE CONSTRUCTION DRAWINGS WITHOUT THE PRIOR APPROVAL OF THE OWNER OR THE CONSULTANT SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
11. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONSULTANT IMMEDIATELY OF ANY SPECIFIED MATERIALS OR EQUIPMENT WHICH ARE EITHER UNAVAILABLE OR THAT WILL CAUSE A DELAY IN THE CONSTRUCTION COMPLETION SCHEDULE. THE CONTRACTOR SHALL SUBMIT CONFIRMATIONS OF DELIVERY DATES FOR ORDERS OF MATERIALS AND EQUIPMENT HAVING LONG LEAD TIMES.
12. PROJECT SPECIFICATIONS ARE AN INTEGRAL PART OF THESE PLANS - SUBSTITUTIONS FOR SPECIFIED MATERIALS REQUIRE THE WRITTEN APPROVAL FROM THE CONSULTANT.
13. THE CONSULTANTS REVIEW OF SHOP DRAWINGS SHALL NOT RELIEVE THE GENERAL CONTRACTOR OR SUBCONTRACTOR FROM RESPONSIBILITY FOR DEVIATIONS FROM THE DRAWINGS OR SPECIFICATIONS UNLESS HE HAS, IN WRITING, BROUGHT TO THE ATTENTION OF THE CONSULTANT SUCH DEVIATIONS AT THE TIME OF THE SUBMISSION, NOR SHALL IT RELIEVE THE GENERAL CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OF ANY SORT IN THE DRAWINGS.
14. CONTRACTOR TO REINSTATE ANY DISTURBED SURFACE BACK TO EQUAL OR BETTER CONDITION THAN EXISTING TO SATISFACTION OF THE OWNER.
15. CONTRACTOR TO MAINTAIN WATERTIGHT CONDITIONS AT ALL TIMES DURING THE REMOVAL.
16. DISCONNECTION AND RECONNECTION OF ANY MECHANICAL UNITS, ELECTRICAL, AND NATURAL GAS-LINE FEEDS ON THE ROOF SYSTEMS ARE INCLUDED IN THE SCOPE OF WORK, AS REQUIRED.

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3	FINAL DESIGN	2020-07-03
2	DRAFT DESIGN	2020-06-24
1	DRAFT DESIGN	2020-06-19

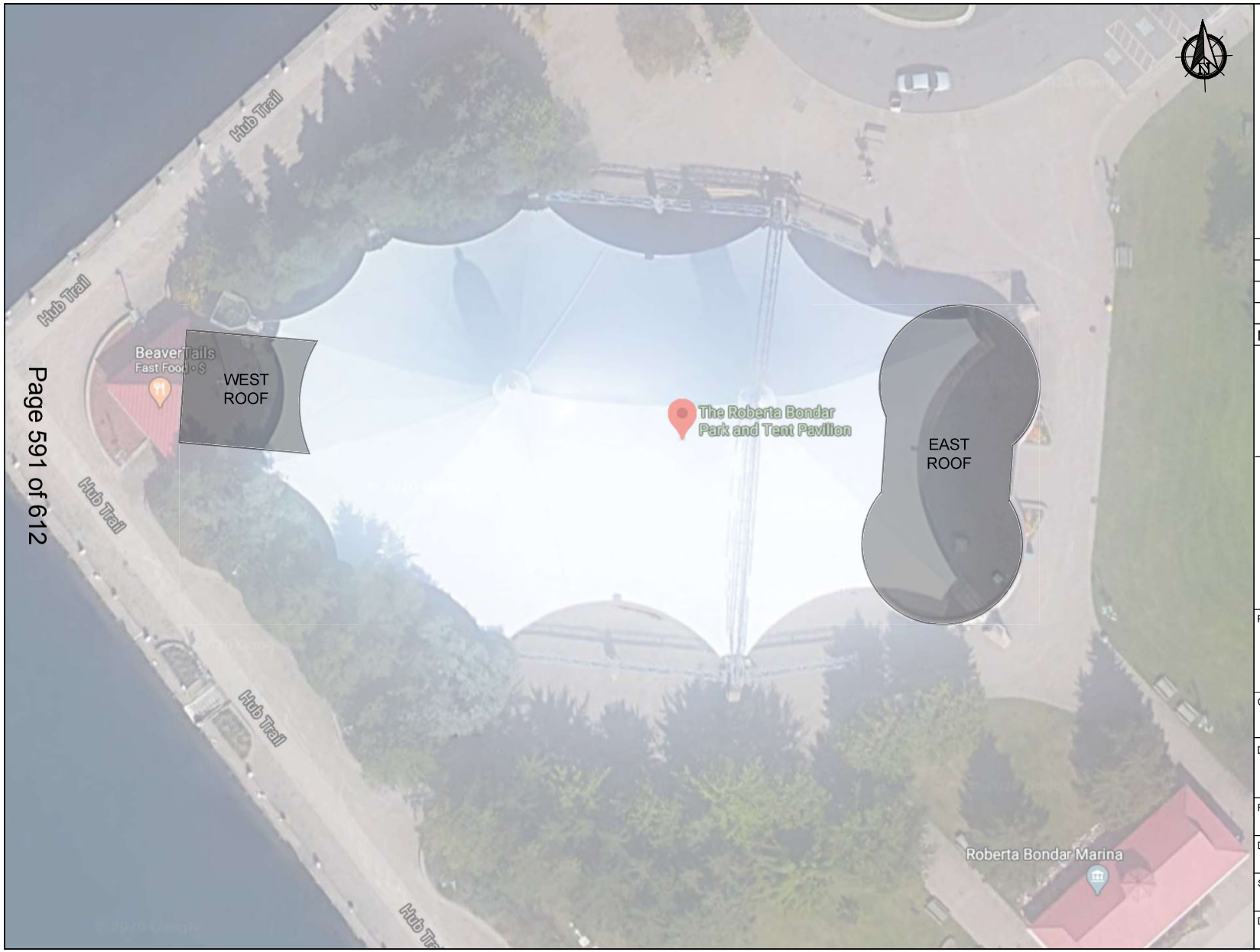
PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
ROOF REPLACEMENT
65 FOSTER DRIVE
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
GENERAL NOTES

FILE NUMBER 271874	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY J.HASS
SCALE NTS	DRAWING NUMBER A0
DATE JUN 2020	



NO.	REVISION	DATE
3	FINAL DESIGN	2020-07-03
2	DRAFT DESIGN	2020-06-24
1	DRAFT DESIGN	2020-06-19

NOTE:
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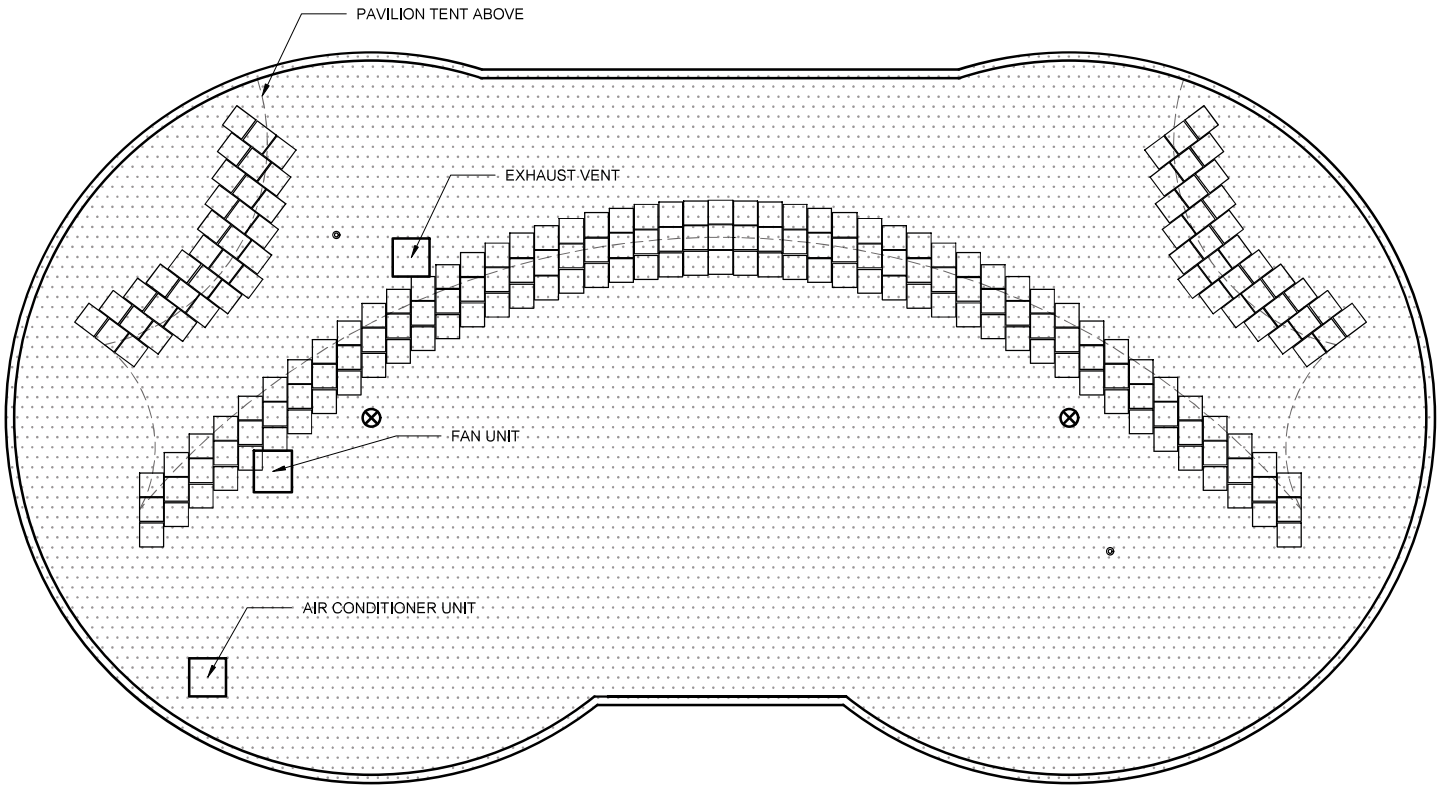
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KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
ROOF REPLACEMENT
65 FOSTER DRIVE
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
SITE PLAN

FILE NUMBER 271874	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY J.HASS
SCALE NTS	DRAWING NUMBER A1
DATE JUN 2020	



LEGEND:

INVERTED ROOF SYSTEM AND ASSOCIATED COMPONENTS TO BE REPLACED UP TO EXISTING STEEL ROOF DECK

CONCRETE PAVERS TO BE REPLACED TO MATCH EXISTING

ROOF DRAIN TO BE REPLACED

VENT TO BE REPLACED

NO.	REVISION	DATE
3	FINAL DESIGN	2020-07-03
2	DRAFT DESIGN	2020-06-24
1	DRAFT DESIGN	2020-06-19

NOTE:
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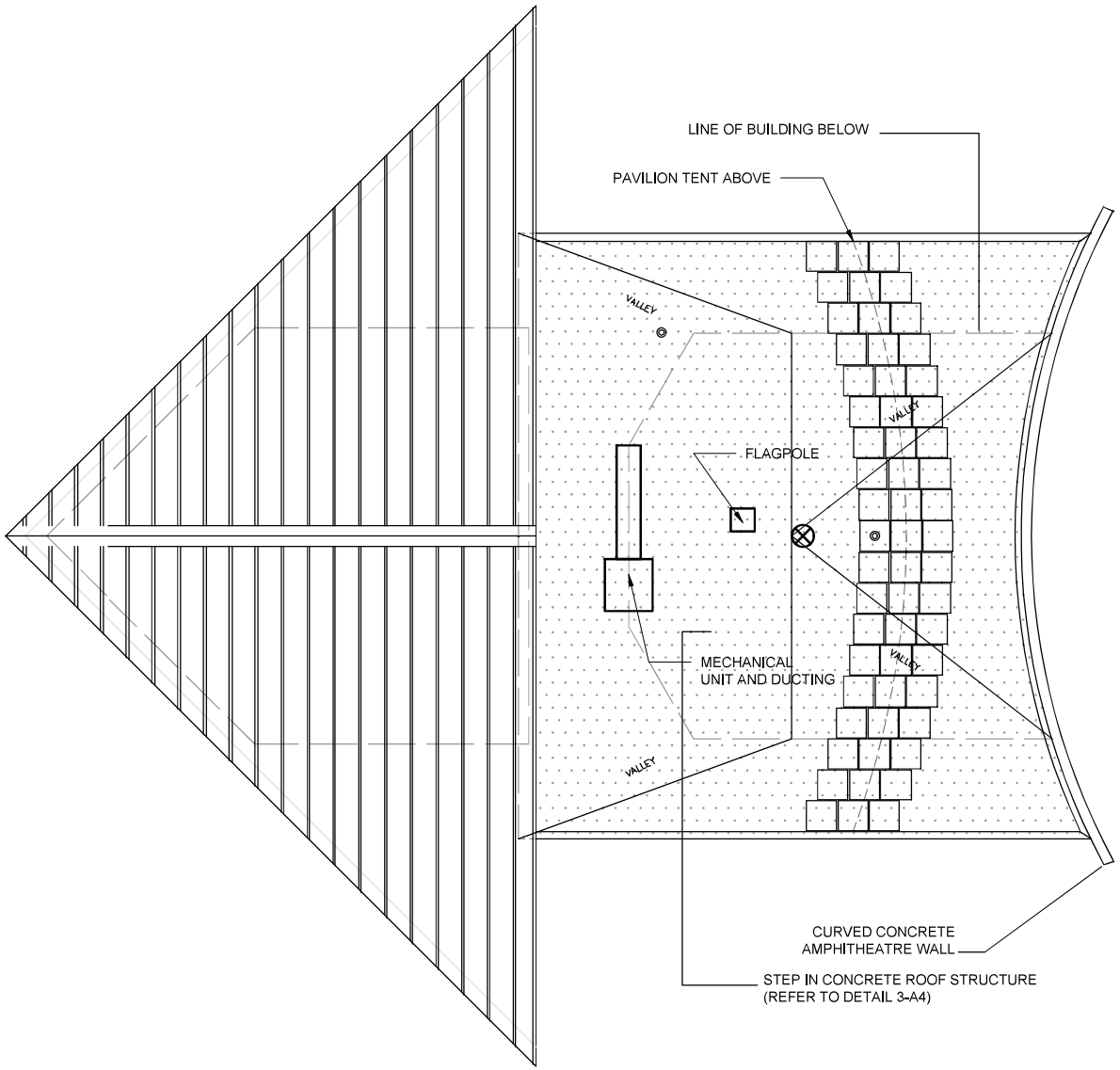
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PHONE: 613 - 592 - 3387

PROJECT NAME
ROOF REPLACEMENT
65 FOSTER DRIVE
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
EAST ROOF PLAN VIEW

FILE NUMBER 271874	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY J.HASS
SCALE NTS	DRAWING NUMBER A2
DATE JUN 2020	



LEGEND:

- INVERTED ROOF SYSTEM AND ASSOCIATED COMPONENTS TO BE REPLACED UP TO EXISTING CONCRETE ROOF DECK
- CONCRETE PAVERS TO BE REPLACED TO MATCH EXISTING
- ROOF DRAIN TO BE REPLACED
- VENT TO BE REPLACED

NO.	REVISION	DATE
3	FINAL DESIGN	2020-07-03
2	DRAFT DESIGN	2020-06-24
1	DRAFT DESIGN	2020-06-19

NOTE:
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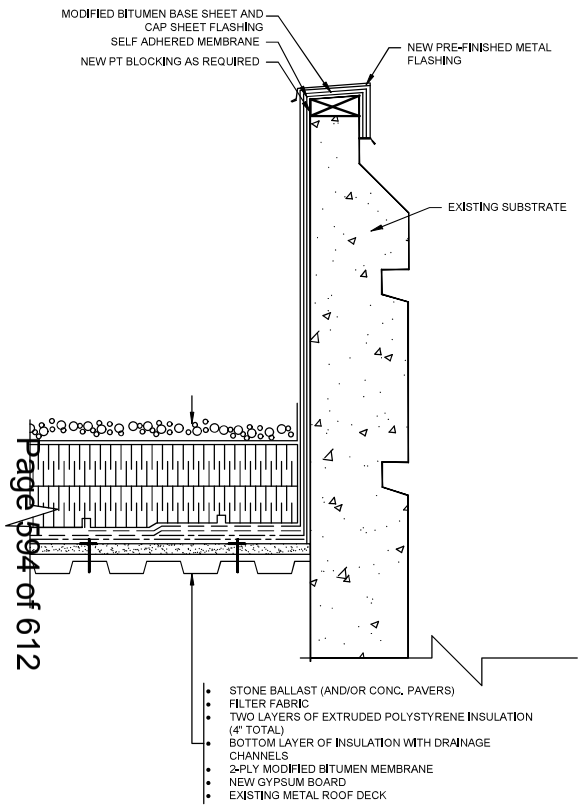
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PROJECT NAME
ROOF REPLACEMENT
65 FOSTER DRIVE
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

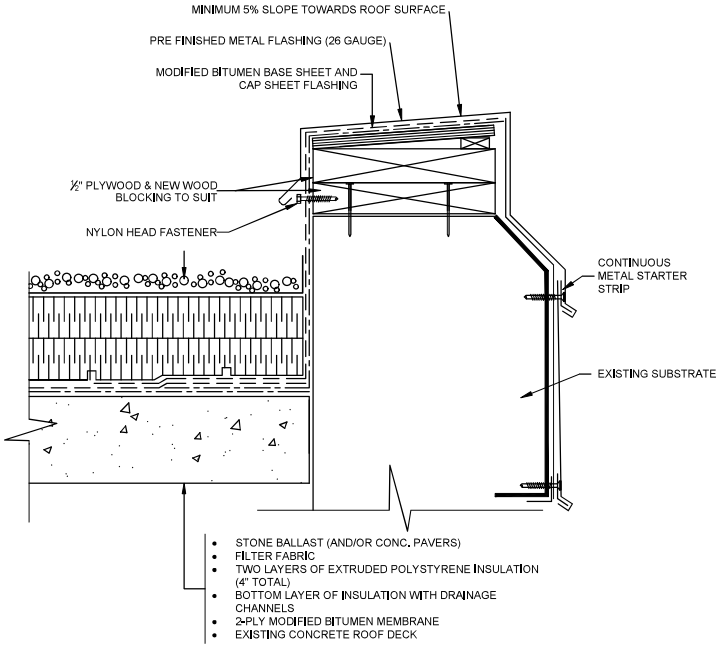
DRAWING NAME
WEST ROOF PLAN VIEW

FILE NUMBER 271874	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY J.HASS
SCALE NTS	DRAWING NUMBER A3
DATE JUN 2020	



1 / A4 EAST ROOF SECTION

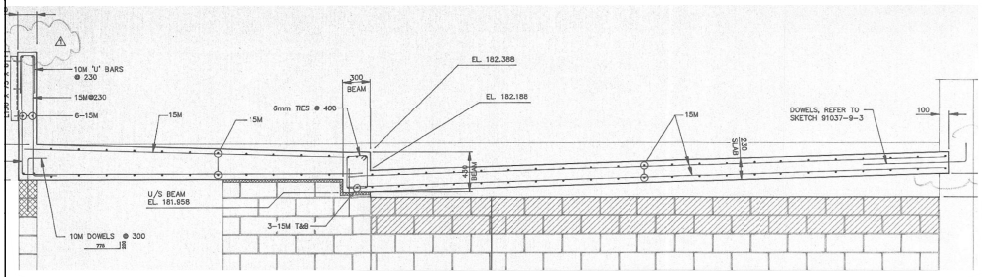
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2 / A4 WEST ROOF SECTION

NTS

NOTE: DETAIL 3-A4 IS SHOWING THE EXISTING CONCRETE STRUCTURE ONLY FOR REFERENCE. INSULATION TO BE BUILT UP AT THE STEP IN CONCRETE AS REQUIRED TO CREATE A NEAR-FLAT TOP SURFACE TO MATCH EXISTING CONDITIONS.



3 / A4 WEST ROOF SECTION AT STEP IN CONCRETE STRUCTURE

NTS

NO.	REVISION	DATE
3	FINAL DESIGN	2020-07-03
2	DRAFT DESIGN	2020-06-24
1	DRAFT DESIGN	2020-06-19

NOTE:
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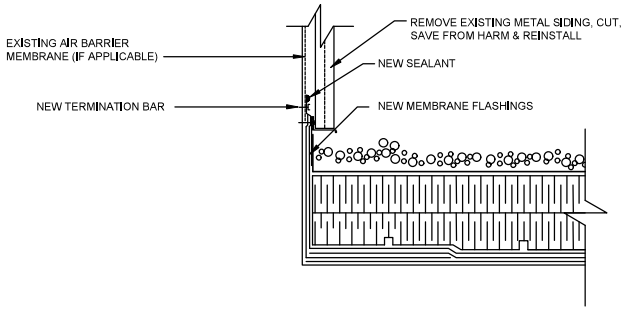
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PROJECT NAME
ROOF REPLACEMENT
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SAULT STE. MARIE, ONTARIO

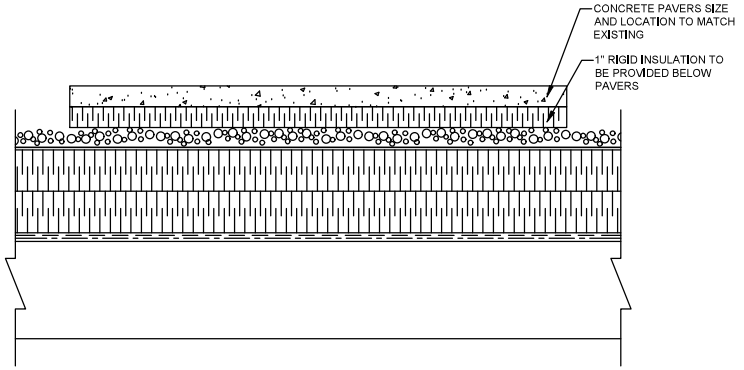
CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
ROOF DETAILS

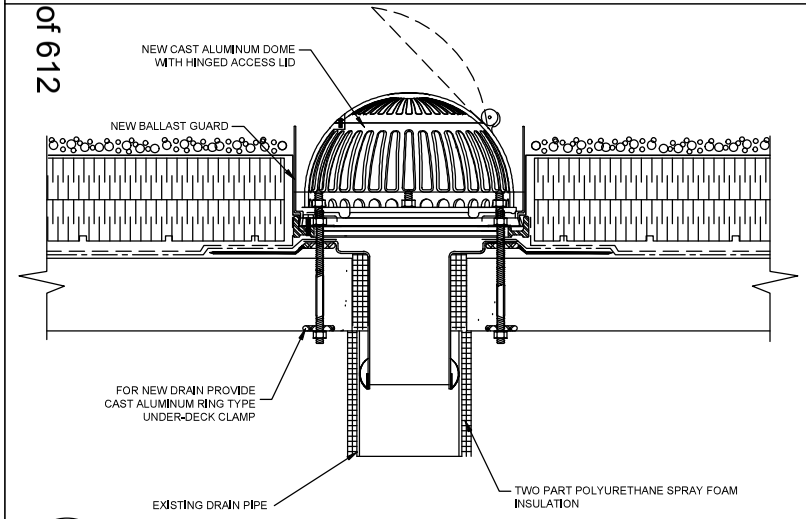
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DRAWN BY: J. HOWES	CHECKED BY: J.HASS
SCALE: NTS	DRAWING NUMBER: A4
DATE: JUN 2020	



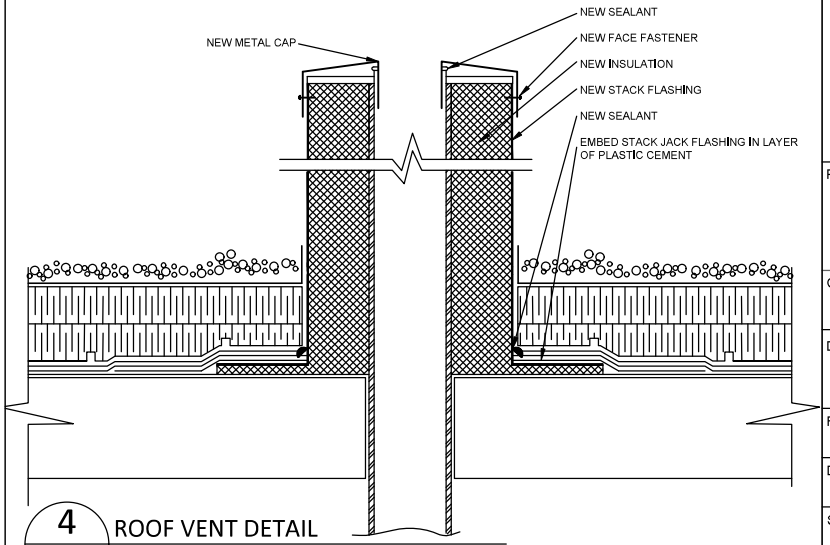
1 A5 ROOF TO WALL DETAIL NTS



2 A5 PAVER DETAIL NTS



3 A5 ROOF DRAIN DETAIL NTS



4 A5 ROOF VENT DETAIL NTS

NO.	REVISION	DATE
3	FINAL DESIGN	2020-07-03
2	DRAFT DESIGN	2020-06-24
1	DRAFT DESIGN	2020-06-19

NOTE:
CONTRACTOR MUST VERIFY ALL QUANTITIES, DIMENSIONS, AND JOB SITE CONDITIONS AND REPORT ANY DISCREPANCIES TO THE APPROPRIATE AUTHORITY PRIOR TO COMMENCING CONSTRUCTION. DO NOT SCALE DRAWINGS.

PINCHIN
1 HINES ROAD, SUITE 200
KANATA, ONTARIO
PHONE: 613 - 592 - 3387

PROJECT NAME
ROOF REPLACEMENT
65 FOSTER DRIVE
SAULT STE. MARIE, ONTARIO

CLIENT NAME
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

DRAWING NAME
ROOF DETAILS

FILE NUMBER 271874	PROJECT MANAGER J.HOWES
DRAWN BY J. HOWES	CHECKED BY J.HASS
SCALE NTS	DRAWING NUMBER A5
DATE JUN 2020	

March 2, 2021

ADDENDUM NO. 1

To:	**All Bidders**
Project:	Roof Replacement 65 Foster Drive, Sault Ste. Marie, ON
Pinchin File:	271874
Closing Date:	3/9/2021 @ 12:00:00pm

This addendum shall form an integral part of the Bid Documents for the above project and shall be read in conjunction therewith. This addendum shall, however, take precedence over all requirements of the previously issued Drawings and Specifications with which it may prove to be at variance, unless otherwise clarified by the Consultant.

1.0 REVISIONS / CLARIFICATIONS:

1. The following are approved alternatives to the Soprema products specified Section 07 55 52, 2.0:
    - Support Panel: 12.7mm gypsum board, mechanically fastened.
    - Primer: IKO Mod-Bit Primer by IKO.
    - Base Sheet Membrane for Field Surface: Torchflex TP-180-FF-Base by IKO.
    - Base Sheet Membrane for Flashings and Parapets: ArmourbondFlash by IKO.
    - Cap Sheet Membrane for Field Surface, Flashings and Parapets: Torchflex TP-250-Cap by IKO.
    - Flame-Stop Membrane: Modiflex Roof Tapes by IKO.
    - Waterproofing Mastic: AquaBarrier Mastic by IKO.
    - Pitch Pocket Filler: IKO MS Detail by IKO.
    - Sealing Product: IKO MS Detail by IKO.

    Note: All other requirements and materials within Section 07 55 52 and all roof details remain the same. Manufacturer's instructions for execution of the work must be followed for either the Soprema or IKO roofing systems.

Project Title and Location: Roof Replacement
65 Foster Drive, Sault Ste. Marie, Ontario
File # 2021CDE-CS-PK-01-T

Submitted To: The Corporation of the City of Sault Ste. Marie
Civic Centre – Level 4, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Attention: City Clerk

This Tender is submitted by Maverick & Son Exteriors and Consulting Services Inc.
Firm Name

15 Third Line West Sault Ste. Marie ON P6C 3B5
Address

Having carefully examined the Bid Documents, Drawings, Specifications, and Addenda No. 1 to No. 1, inclusive, all issued by Pinchin Ltd., and having visited the Project Site, hereby offer to enter into a Contract to perform the Work referred to herein.

Base Bid Subtotal 2 - lump sum cost of: $ 149,160.00 plus applicable taxes.

This Bid Form forms an integral part of my/our Bid. Prices submitted are in lawful money of Canada.

Date March 9, 2021

1.0 DECLARATIONS

We hereby declare that:

.1 no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made.

.2 this bid is open to acceptance for a period of ninety (90) days from the date of the Bid closing whether any other bid for the same work has been previously accepted or not;

.3 I/We (or our Principals or Supervisors) have not been convicted under the regulations of the Ministry of Labour, Training and Skills Development, and/or WSIB. Yes ✓ No ____ no convictions

Details of any convictions follow: _____

2.0 TIME SCHEDULE

All work will be started by May 1/ 2021 and all work will be completed on or before June 1/2021.

3.0 OWNER'S RIGHT TO ACCEPT OR REJECT BIDS

In submitting this bid, we recognize your right to accept any or no bid at the Stipulated Sum submitted and, as may be required, to reduce the Stipulated Sum of the successful bidder through the exclusion of one or more of the individual components of the bid.

4.0 LIST OF SUBCONTRACTORS

The following are the subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

(if not used, bar and initial the space below)

Division or Section of Work	Name(s) of Subcontractor(s)
Drains	Batman Plumbing
HVAC (if required)	S&T Group

5.0 CONTINGENCY ALLOWANCE

.1 The Contractor is not entitled to the Contingency Allowance amount unless authorized in advance in writing by the Owner. Invoicing concerning the Contingency Allowance is limited to that authorized by the Owner. Quotations are required to be submitted for any proposed draw from the Contingency Allowance.

6.0 UNIT PRICES

.1 The following Unit Prices may, at the discretion of the Owner, be used to compute the value of additions and /or deletions to the Contract.

.2 The following Unit prices include labour, materials, products, equipment, services, overhead, profit, insurance, disbursements, related charges, duties and taxes (excluding GST), and represent the actual installed cost to the Owner.

.3 The Unit Prices listed below might be used for CREDIT and are to be no less than eighty-five percent (85%) of the corresponding Unit Price for EXTRA, showing below.

.4 I/We agree that adjustment to the Contract Price would be based on the net quantity difference from the original quantity showing below:

© 2021 Pinchin Ltd.

Table 1 – Base Bid

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL ($)
1	Mobilization and Demobilization	LS	1	$ 5,000.00	$ 5,000.00
2	East Roof System Replacement and Associated Work (Summary of Work Section 01 11 00, 4.1.2.1)	LS	1	$ 35,200.00	$ 35,200.00
3	West Roof System Replacement and Associated Work (Summary of Work Section 01 11 00, 4.1.2.2)	LS	1	$ 89,400.00	$ 89,400.00
4	Roof Drain Replacement (Summary of Work, Section 01 11 00, 4.1.3)	EA	3	$ 1,500.00	$ 4,500.00
5	Bonding	LS	1	$ 1,500.00	$ 1,500.00
Base Bid Subtotal 1					$ 135,600.00
Contingency Allowance (10% of Subtotal 1)					$ 13,560.00
Base Bid Subtotal 2 (Insert this amount on Page 1)					$ 149,160.00
HST (13%)					$ 19,390.80
Base Bid Total					$ 168,550.81

Table 2 – Optional Items

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ($)	TOTAL ($)
6*	West Roof Topside Concrete Repairs (Summary of Work, Section 01 11 00, 4.2.1)	SF	100	$ 50.00	$ 5,000.00

7.0 SIGNATURES

Signed, sealed and submitted for and on behalf of

Company: Maverick & Son Exteriors and Consulting Services Inc.
(Name)

15 Third Line West
(Street Address or Postal Box Number)

Sault Ste. Marie ON P6C 3B5
(City, Province & Postal Code)

Signature:

Name and Title: Chris MacDonald - President
(Print or Type)

Witness:

Name and Title: Lorne Belkosky - Bookkeeper
(Print or Type)

Dated at Sault Ste. Marie ON this 9th day of March 2021

End of Section 00 41 00

© 2021 Paulin Ltd

Agreement to Bond

(Surety's Consent)

Bond No.	**1016326-021-002**
Obligee:	**THE CORPORATION OF THE CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE - LEVEL 2, SAULT STE. MARIE, ON P6A 5X6**
Contractor (Principal):	**MAVERICK AND SON EXTERIORS AND CONSULTING SERVICES INC.**
Project:	**ROOF REPLACEMENT AT 65 FOSTER DRIVE, SAULT STE. MARIE,ON - FILE # 2021CDE-CS-PK-01-T**

We, **Intact Insurance Company**, 1200 St. Laurent Blvd, Unit 004a, Ottawa, Ontario, K1K 38B, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, agree to issue the following Bonds for the Principal if the Principal's tender is accepted by the Obligee within **NINETY (90) days** from the closing date of the tender and if the Principal shall have entered into a written contract with the Obligee.

1. Performance Bond for **100%** of the tender price.
2. Labour and Material Payment Bond for **50%** of the tender price.

This Agreement to Bond shall be null and void after **NINETY (90) days** from the tender date.

Signed and Sealed this **22ND** day of **FEBRUARY, 2021**.

Intact Insurance Company

Surety
Graham Lidstone,
Attorney-In-Fact

Bid Bond

Standard Construction Document
CCDC 220 - 2002

Bond No. **1016326-021-002** Bond Amount: **$10% OF TENDER**

MAVERICK AND SON EXTERIORS AND CONSULTING SERVICES INC. as Principal, hereinafter called the Principal, and **Intact Insurance Company**, 1200 St. Laurent Blvd. Unit 004a, Ottawa, ON, K1K 3B8, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **THE CORPORATION OF THE CITY OF SAULT STE. MARIE, 99 FOSTER DRIVE - LEVEL 2, SAULT STE. MARIE, ON P6A 5X6** as Obligee, hereinafter called the Obligee, in the amount of **TEN PERCENT OF TENDER Dollars ($10% OF TENDER)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the **9th** day of **MARCH, 2021**, for **ROOF REPLACEMENT AT 65 FOSTER DRIVE, SAULT STE. MARIE, ON - FILE # 2021CDE-CS-PK-01-T**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **NINETY (90) days** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **22ND** day of **FEBRUARY, 2021**.

SIGNED AND SEALED in the presence of:

MAVERICK AND SON EXTERIORS AND CONSULTING SERVICES INC.

Principal

Intact Insurance Company

Surety
Graham Lidstone,
Attorney-In-Fact

CCDC Copyright 2002
Canadian Construction Documents Committee

(CCDC 220 – 2002) has been approved by the Surety Association of Canada

Wednesday, January 27, 2021

Mr. Chris MacDonald
Maverick & Son Exteriors and Consulting Services Inc.
15 Third Line W. Sault Ste. Marie ON
P6C 3B5.

To whom it may concern:

Re: Soprema PAQ+S Approved Applicator

This letter is to confirm Maverick & Son Exteriors and Consulting Services Inc.
is a qualified installer of all Soprema products and membrane systems. As an approved installer, Maverick & Sons Exteriors and Consulting Services Inc. conforms to the requirements needed to provide all warranties as outlined in the Soprema warranty program. They have installed numerous systems over the years and Soprema would not hesitate to recommend them.

Should more clarity be required, my contact information is listed below.

Regards,

Mark J. Hovey, B.A., For. Tech.
Technical Sales Representative
Soprema Canada Inc.
mhovey@soprema.ca
Cell: 1-416-805-1560

OIRCA

This is to certify that

MAVERICK & SONS EXTERIORS & CONSULTING SERVICES INC.

at the time of issue is a member in good standing* of the Ontario Industrial Roofing Contractors Association (OIRCA) and the Canadian Roofing Contractors Association (CRCA) and, as such, is authorized to issue an Association Workmanship Form of Warranty.

**Please visit the OIRCA website for up-to-date membership status.*

For the year 2021

Tony Pocobene, President

Ontario Industrial Roofing Contractors Association
940 The East Mall, Suite 301, Etobicoke, Ontario M9B 6J7 (416) 695-4114 Fax: (416) 695-9920
1-888-33 OIRCA (336-4722) web: www.ontarioroofing.com email: oirca@ontarioroofing.com

CRCA
CANADIAN ROOFING CONTRACTORS ASSOCIATION

Certificate of Membership

Canadian Roofing Contractors Association

This is to certify that

MAVERICK & SON EXTERIORS AND CONSULT SERVICES INC.

is an active member in good standing
for the year ending

December

2021

President

Executive Director

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-95

AGREEMENT: A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the aqueduct partial replacements for Central Street and Farwell Terrace (Contract 2021-4E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 10, 2021 between the City and Avery Construction Limited, a copy of which is attached as Schedule “A” hereto. This Contract is for the aqueduct partial replacements for Central Street and Farwell Terrace (Contract 2021-4E).

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-95 Central St Farwell Aqueduct repairs (contract 21-4E).docx

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2021-4E

FORM OF AGREEMENT

This Agreement made (in triplicate) this **10th** day of **May** in the year **2021** by and between **Avery Construction Limited** hereinafter called the "Contractor"

AND

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

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

2021 AQUEDUCT PARTIAL REPLACEMENTS- CENTRAL STREET, FARWELL TERRACE
CONTRACT 2021-4E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P.Eng., Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, the Drawings and Addendum 1.

3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason

or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:	The Corporation of the City of Sault Ste. Marie Civic Centre 99 Foster Drive Sault Ste. Marie, ON. P6A 5X6
THE CONTRACTOR:	Avery Construction Limited 940 Second Line West Sault Ste. Marie, ON P6C 2L3
THE CONTRACT ADMINISTRATOR:	STEM Engineering Group 875 Queen Street East, Suite 2 Sault Ste. Marie, ON. P6A 2B3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR - CHRISTIAN PROVENZANO

(seal)

_____
CITY CLERK – RACHEL TYCZINSKI

THE CONTRACTOR

Avery Construction Limited

_____
Company Name

(seal)

_____
signed

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-96

AGREEMENT: A by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Mark Street (Contract 2021-2E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated May 10, 2021 between the City and Trimount Construction Group Inc., a copy of which is attached as Schedule “A” hereto. This Contract is for the reconstruction of Mark Street (Contract 2021-2E).

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 10th day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2021-2E

FORM OF AGREEMENT

This Agreement made (in triplicate) this **10th** day of **May** in the year **2021** by and between **Trimount Construction Group Inc**. hereinafter called the "Contractor"

AND

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

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

RECONSTRUCTION OF MARK STREET
CONTRACT 2021-2E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P. Eng, Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.

3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason

or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:	The Corporation of the City of Sault Ste. Marie Civic Centre 99 Foster Drive Sault Ste. Marie, ON P6A 5X6
THE CONTRACTOR:	Trimount Construction Group Inc. 2 – 1092 Great Northern Road Sault Ste. Marie, Ontario P6B 0B6
THE OWNER:	Mr. Don Elliott, P. Eng Director of Engineering 99 Foster Drive Sault Ste. Marie, ON P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR - CHRISTIAN PROVENZANO

(seal)

_____
CITY CLERK – RACHEL TYCZINSKI

THE CONTRACTOR

TRIMOUNT CONSTRUCTION GROUP INC.
COMPANY NAME

(seal)

_____
SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-97

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Mark Street between Churchill Boulevard and Lake Street from May 15, 2021 to November 30, 2021 .

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

1. **TEMPORARY STREET CLOSING OF MARK STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Mark Street between Churchill Boulevard and Lake Street from May 15, 2021 to November 30, 2021.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of May, 2021.

_____

MAYOR - CHRISTIAN PROVENZANO

_____

CITY CLERK - RACHEL TYCZINSKI

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