



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

Monday, July 11, 2022

4:30 pm

Council Chambers

Civic Centre

Meetings may be viewed live on the City's YouTube channel
<https://www.youtube.com/user/SaultSteMarieOntario>

Pages

1. Land Acknowledgement

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

2. Adoption of Minutes

19 - 40

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of June 13, 2022 be approved.

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

4. Declaration of Pecuniary Interest

5. Approve Agenda as Presented

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the Agenda for July 11, 2022 City Council Meeting and Addendum #1 as presented be approved.

6. **Proclamations/Delegations**
- 6.1. **Northern Ontario School of Medicine**
Dr. Sarita Verma, President/Chancellor
- 6.2. **PUC Group of Companies – Report to Shareholder 2021** 41 - 53
J. Boniferro, Chair and R. Brewer, President and CEO of PUC
- 6.3. **Source Water Protection Update** 54 - 63
Marlene MacKinnon, Source Water Protection Program Manager; Terry Rainone, Chair; and Peter Tonazzo, Risk Management Official; Sault Ste. Marie Region Conservation Authority
- 6.4. **Evolugen** 64 - 69
Remi Moreau, Vice President of External and Government Relations; and Simon Laroche, Vice President of Trade and Marketing; Evolugen

Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Whereas the Independent Electricity System Operator has launched several major acquisition programs, including the Expedited Request for Projects and the Long-Term Request for Projects; and

Whereas one or more projects may be built in the Sault Ste Marie area; and

Whereas the Independent Electricity System Operator requires that projects must receive municipal council support in a form of a resolution to be granted a contract; and

Whereas Evolugen by Brookfield Renewable is proposing to develop, construct, and operate a Battery Storage System. The project would be co-located with Evolugen’s existing Prince Wind Farm approximately 15km outside of Sault Ste Marie, and consists of installing battery modules and potentially a new substation. The project is in the feasibility stage and is expected to be operational by May 2025, subject to Independent Electricity System Operator approval, with planned installed capacity of 161MW/644MWh of energy storage; and

Whereas once operational, this project will increase the supply and reliability of the grid in the Sault Ste. Marie area. The project will create both construction and operational jobs in the region, and will grow Evolugen’s footprint in the Sault Ste Marie area.

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie supports the construction and operation Evolugen’s Battery Storage System Project.

6.5.	Pridefest	70 - 70
6.6.	230th Anniversary of Black Loyalist Exodus	71 - 71
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor L. Dufour Seconded Councillor R. Niro Resolved that all the items listed under date July 11, 2022 – Agenda item 7 – Consent Agenda save and except Agenda item 7.8 be approved as recommended.	
7.1.	Association of Municipalities of Ontario Nomination Report – 2022-2024 Board of Directors	72 - 75
7.2.	Rotary Club of Sault Ste. Marie	
	Correspondence from the Rotary Club of Sault Ste. Marie is attached for the consideration of Council. The relevant By-law 2022-129 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.3.	Ombudsman Ontario	76 - 79
	Correspondence from Ombudsman Ontario concerning firefighter recruitment is attached for the information of Council.	
7.4.	Hiring Policies Update	80 - 83
	A report of the CAO is attached for the consideration of Council. The relevant By-law 2022-138 is listed under Agenda item 12 and will be read with all by-laws under that item.	
7.5.	Outstanding Council Resolutions	84 - 88
7.6.	Alex Cuba – Municipally Significant Event	89 - 89
	A report of the City Clerk is attached for the consideration of Council. Mover Councillor L. Dufour Seconded Councillor M. Bruni Resolved that the report of the City Clerk dated July 11, 2022 concerning the GFL Memorial Gardens request for a municipally significant event be received and that the Alex Cuba concert to be held August 10, 2022 at the Roberta Bondar Marina be declared a municipally significant event.	

- 7.7. Cemetery By-law Amendments** 90 - 91
- A report of the City Clerk is attached for the consideration of Council.
- The relevant By-law 2022-136 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.8. Leasing and Operation Space at Expanded Northern Community Centre** 92 - 93
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor M. Scott
Seconder Councillor R. Niro
Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and the proposals submitted by Soo Pee Wee ProShop and Algoma District School Board for lease of space at the expanded Northern Community Centre, for a period of five (5) years as required by CDES be approved.
- By-laws authorizing signature of a Lease Agreement for the space(s) will appear on a future Council Agenda.
- 7.9. Tender for Two Pickup Trucks – Fire Services** 94 - 96
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and that the bid submitted by Prouse Chevrolet for the supply and delivery of two (2) pickup trucks for Fire Services, at the price of \$131,200 plus HST be approved.
- 7.10. Backhoe Purchase from Lease** 97 - 98
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and the quotation for the purchase (from lease) of one (1) Backhoe 440 CAT as required by Public Works and Engineering Services from Toromont CAT, at their price including remaining warranty of \$149,246 plus HST be approved.
- 7.11. Registration of Tax Arrears Certificates and Sale** 99 - 101
- A report of the Manager of Taxation is attached for the consideration of

Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Taxation dated July 11, 2022 concerning Registration of Tax Arrears Certificates and Sale be received and that the Manager of Taxation be authorized to commence tax sale proceedings in accordance with the *Municipal Act, 2001*.

7.12. John Rhodes Community Centre High Mast Field Lighting Football Field Install 102 - 104

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and that the tender for supply and install of High Mast Field Lighting John Rhodes Community Centre Football Field from S & T Electrical Contractors Ltd., at their low tendered price, meeting specifications, of \$233,927 plus HST be approved;

Further that the 5% Subdividers Reserve Fund be utilized to fund the shortfall, less any incentives received.

7.13. Youth Hub Project 105 - 120

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 11, 2022 concerning the establishment of a Youth Hub be received and that a contribution of \$100,000 towards the leasehold improvements for a building to host the youth hub be approved.

7.14. On-Demand Transit Service Pilot Update 121 - 147

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

The relevant By-law 2022-128 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.15. Cremator Stack – Increase Project Budget 148 - 149

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Director of Community Services dated July 11, 2022 concerning Cremator Stack – Increase Project Budget be received and that the shortfall of \$9,640 to repair the cremator stack be funded through the Asset Management Reserve.

7.16. TDF Application – 2022 Soo Dan Hap Ki Do World Martial Arts Seminar 150 - 152

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Director of Tourism and Community Development dated July 11, 2022 concerning the Soo Dan Hap Ki Do World Martial Arts Seminar be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to support the event with \$5,000 from the Tourism Development Fund be approved.

7.17. Municipal Law and By-Law Enforcement Officers 153 - 153

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

The relevant By-laws 2022-127 and 2022-132 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.18. Community Development Fund – Green Initiatives Program Funding Categories Revision 154 - 162

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report the Sustainability Coordinator dated July 11, 2022 concerning Community Development Fund – Green Initiatives Program Funding Revision be received and that three new categories be added to the fund including:

- Heathy and Resilient Ecosystems, including Habitat Restoration
- Active Transportation
- Waste Reduction

7.19. GFL Memorial Gardens Ice Plant Recommissioning Application to FCM 163 - 165

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Sustainability Coordinator dated July 11, 2022 concerning GFL Memorial Gardens Ice Plant Recommissioning Application to Federation of Canadian Municipalities be received and that staff be authorized to proceed with preparation of an application to the Federation of Canadian Municipalities Green Municipal Fund Community Buildings Recommissioning program for funding the GFL Smart Hub ice plant recommissioning project.

7.20. June 2022 Community Development Fund – Green Initiatives Program Application 166 - 168

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Sustainability Coordinator dated July 11, 2022 concerning Downtown Reusable Bag Giveaway and Green Tips Project Community Development Fund Green Initiatives Program application be received and that the recommendation of the Environmental Sustainability Committee to allocate \$4,542.43 be approved.

7.21. Curb and Sidewalk Program 2022 169 - 175

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Director of Public Works dated July 11, 2022 concerning Public Works 2022 curb and sidewalk program be received as information.

7.22. Blue Box Transition – Municipal Involvement Decision 176 - 178

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Director of Public Works regarding Blue Box Transition – Municipal Involvement Decision dated July 11, 2022 be received and that Council approve the City's withdrawal from management of the Blue Box program;

Further that delegated authority be provided to the Director to enter into agreements needed to continue this transfer of this service.

A delegating By-law will appear on a subsequent Council Agenda.

- 7.23. Contract 2022-11E – Trunk Road Resurfacing – Phase 2** 179 - 180
- A report of the Municipal Services Engineer is attached for the consideration of Council.
- The relevant By-law 2022-130 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.24. Plummer Court Ravine Drainage Upgrades** 181 - 185
- A report of the Municipal Services Engineer is attached for the consideration of Council.
- The relevant By-law 2022-131 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.25. POA Wawa Satellite Court Licence of Occupation** 186 - 187
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2022-123 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.26. Single Use Plastics Ban By-Law Update** 188 - 194
- A report of the Sustainability Coordinator is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that the report of the Sustainability Coordinator dated July 11, 2022 regarding Single Use Plastics be received and that staff be directed to draft a by-law in alignment with the six items outlined in the Federal Single-Use Plastic Prohibitions regulations, including the associated exemptions. The by-law should provide for a period of six months notice of the by-law coming into effect and include an enforcement section that is deferred for a one-year period from the date of passing the by-law.
- The relevant by-law will appear on the August 8 or August 29, 2022 Council Agenda.
- 8. Reports of City Departments, Boards and Committees**
- 8.1. Administration**
- 8.2. Corporate Services**
- 8.3. Community Development and Enterprise Services**

8.3.1. Transit Terminal Relocation (Purchasing) 195 - 196

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and, as bids exceed the approved budget, the tender be closed with no award.

8.3.2. Terminal Relocation Update (CDES) 197 - 204

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Director of Community Services dated July 11, 2022 concerning Dennis Street Terminal Relocation be received and that the following be approved:

1. To not accept the low tender submission.
2. Transit Services to submit a change order to the Investing in Canada Infrastructure Fund to revise the approved \$2,000,000 Project to that of a Plan and Design phase project.
 - Reduce from approved \$2,000,000 (City Share \$533,400) to \$238,142 (City Share 26.67%, \$63,512) to cover Professional and Design services including open house fees to date.
3. Prepare a revised budget estimate with IDEA to bring forward to the 2023 Budget Meeting.
4. Submit a new request to ICIP this summer for the build, tendering and contract administration service in order to expedite the process should Council approve the 2023 Budget request.

8.3.3. West End Splash Pad Request 205 - 209

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Director of Community Services dated July 11, 2022 be received and that Council approve the following:

- The use of \$625,000 in Canada Canadian Build Funds funding to advance the project.
- A Request for Proposal for professional and contract administration

services be completed.

- Tenders for construction and splash pad playground equipment and installation issued if project is on budget.
- Direct staff to submit a supporting service level increase in the amount of \$115,000 to the 2023 Budget for ongoing operations.

8.4. Public Works and Engineering Services

8.5. Fire Services

8.6. Legal

8.7. Planning

8.8. Boards and Committees

8.8.1. PUC Inc. and PUC Services Inc.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

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

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

8.8.2. PUC Inc. and PUC Services Inc. Shareholder Resolutions

210 - 245

Resolution of the Shareholder of PUC Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2021, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Re-Appointment of Board Members

Be It Resolved That the following board members whose terms are up for re-appointment be approved for a 3-year term:

Andy McPhee – Retired Vice-President, Great Lakes Power. Mr. McPhee will be commencing his third term on the PUC Board of Directors and is currently serving as the Vice-Chair.

Elaine Pitcher – Lawyer, Pitcher Law. Pitcher will be commencing her third term on the PUC Board of Directors.

Bob Giroux – President and CEO of Soanbert Corp. Giroux commenced on the board in February 2022 to fill a mid-term appointment.

And Further Be It Resolved that the following individual is recommended for appointment for a 3-year term:

Scott Seabrook –Senior Director, Finance with OLG. Seabrook is recommended for appointment to commence his first term on the Board.

(Board members currently within their term limits are Jim Boniferro, Christian Provenzano, Neil Strom and Ila Watson.)

Resolution of the Shareholder of PUC Services Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2021, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

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Be It Resolved That the following board members whose terms are up for re-appointment be approved for a 3-year term:

Andy McPhee – Retired Vice-President, Great Lakes Power. Mr. McPhee will be commencing his third term on the PUC Board of Directors and is currently serving as the Vice-Chair.

Elaine Pitcher – Lawyer, Pitcher Law. Pitcher will be commencing her third term on the PUC Board of Directors.

Bob Giroux – President and CEO of Soanbert Corp. Giroux commenced on the board in February 2022 to fill a mid-term appointment.

And Further Be It Resolved that the following individual is recommended for appointment for a 3-year term:

Scott Seabrook –Senior Director, Finance with OLG. Seabrook is

recommended for appointment to commence his first term on the Board.

Board members currently within their term limits are Jim Boniferro, Christian Provenzano, Neil Strom and Ila Watson.

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

9.1. Property Standards By-law Update

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Whereas City Council adopted a new Property Standards By-Law in the summer of 2021 that took authority from the *Municipal Act* and the *Ontario Building Code* to ensure our local municipal enforcement officials had every power available to tackle the prevalence of derelict buildings; and

Whereas City Council also provided new resources to both the Building and Legal Departments in 2021 to ensure that the new Property Standards By-Law could be enforced to its full effect; and

Whereas the past two years have seen a noticeable increase of absentee landlords, vacant buildings and real estate purchases by shell corporations, which decrease the available supply of housing units during a time of significant local demand;

Now Therefore Be It Resolved that the Legal and Building Departments be requested to provide an updated report regarding successes and/or challenges with the new Property Standards By-Law. (The report should include potential actions the City might take to decrease the number of repeat offenders and perpetually vacant buildings, ensuring a larger and more affordable supply of housing stock.)

9.2. Vacant Property Maintenance

Mover Councillor R. Niro

Seconder Councillor L. Dufour

Whereas the City's Property Standards By-Law was recently amended to address vacant properties under By-Law 2021-128; and

Whereas section 7.4 (1) reads that "every owner of vacant land as defined within this By-Law shall ensure that the vacant land is maintained to the standards as described in Part 2 of this By-Law"; and

Whereas Part 2 addresses general standards for all property and uses under section 2.05 which includes grass in a general way, specifically for vacant properties; and

Whereas the City's Yard Maintenance By-Law being By-Law 2012-10 addresses long grass more specifically, but does not address controlling long grass as it pertains to vacant properties; and

Whereas in the past year a significant number of properties have been purchased in Sault Ste. Marie by out of town companies; and

Whereas these properties are not being maintained, as it appears that these homes are being left vacant; and

Whereas the Building Department has received numerous complaints of long grass which can be attributed to these vacant properties;

Now Therefore Be It Resolved that By-Law 2012-10, the Yard Maintenance By-Law be referred to the Building Department and the Legal Department for review and report back to Council with amendments that will address yard maintenance, and specifically long grass found on properties which are left vacant;

Further be it resolved that remedies be considered but not restricted to the possibility of:

- Significant fines.
- Higher administrative charges.
- A daily cumulative charge for every day not in compliance after the date is set for compliance.
- A process that would have a contractor tender the work sooner.
- That all orders to comply, sent out by the Building Department for long grass on vacant properties also include line 7.4(2)(b) from the Property Standards By-Law which reads "maintain appropriate liability insurance on the vacant building in an amount no less than \$2 million".
- Greater consequences under the By-Law for repeat offenders (including properties that may be from different civic addresses but same owners).

9.3. Mental Health Supports

Mover Councillor D. Hilsinger

Seconder Councillor L. Dufour

Whereas we know the relative lack of support for mental health and addiction related issues takes a huge toll on some of our most vulnerable residents; and

Whereas we can see from our own experience that these realities negatively impact our community, including our downtown, our local businesses and our public places; and

Whereas Ontario's Big City Mayors have recently requested that the Ontario government agree to an emergency meeting with them to discuss chronic homelessness, mental health, safety and addictions; and

Whereas we in the Sault know only too well that these are challenges we face just as much in cities of our size; and

Whereas we want to be absolutely certain we express our deep concern on behalf of many people who need this help and to ensure the province develops solutions meant for all cities in Ontario; and

Whereas the Sault and other cities of our size need to be a part of those discussions for the sake of our vulnerable residents and their families, our businesses and the health of our community;

Now Therefore Be It Resolved that we ask to be included in the emergency discussions with the Big City Mayors or ask for our own meeting and that Mayor Provenzano will immediately write a letter with the request.

9.4. *Intensive Day Treatment Program*

Mover Councillor L. Dufour

Seconder Councillor D. Hilsinger

Whereas the community of Sault Ste. Marie has been suffering the well documented effects of the Mental Health and Addictions Crisis; and

Whereas these effects have been exacerbated in Sault Ste. Marie due to the lack of equivalent health services in our community compared to many other Northern communities; and

Whereas on June 23, 2022, Sault Area Hospital announced to community partner agencies that the Concurrent Disorders Intensive Day Treatment Pilot Program would be paused due to a lack of funding; and

Whereas since November 2020, Sault Area Hospital has provided Concurrent Disorders Intensive Day Treatment to fill significant service gaps by providing the right level of care close to home; and

Whereas over 110 individuals have participated in this intensive treatment service and approximately 40% of 'graduates' have found employment or returned to previous work or school;

Now Therefore Be It Resolved that City Council endorse Mayor Provenzano writing a letter of support to Ontario Health North and Ontario Health emphasizing the critical need for dedicated base funding for this essential programming to ensure ongoing access to specialized mental health and addictions care for those with complex addictions and mental health needs in our community who need it most.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 12 of the Agenda under date July 11, 2022 be approved.

- 12.1. By-laws before Council to be passed which do not require more than a simple majority**
- 12.1.1. By-law 2022-123 (Agreement) Licence POA Satellite Court Wawa** 246 - 251
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that By-law 2022-123 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Municipality of Wawa for the City's use of office space to conduct Provincial Offences Court be passed in open Council this 11th day of July, 2022.
- 12.1.2. By-law 2022-127 (Parking) Municipal By-law Enforcement Officers (By-law 90-305)** 252 - 255
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that By-law 2022-127 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 11th day of July, 2022.
- 12.1.3. By-law 2022-128 (Agreement) Via Mobility On Demand Transit** 256 - 263
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that By-law 2022-128 being a by-law to authorize the execution of the Agreement between the City and Via Mobility, LLC for the On-Demand Transit Technology System for three (3) years with option to renew for two (2) additional years be passed in open Council this 11th day of July, 2022.
- 12.1.4. By-law 2022-129 (Vendors Prohibited) Rotaryfest 2022** 264 - 265
- Correspondence from Rotary Club of Sault Ste. Marie appears elsewhere on the Agenda.
- Mover Councillor L. Dufour
Seconder Councillor R. Niro
Resolved that By-law 2022-129 being a by-law to prohibit vendors from

locating on or near the grounds of Rotaryfest 2022 be passed in open Council this 11th day of July, 2022.

12.1.5. By-law 2022-130 (Engineering) Pioneer Construction Inc. Trunk Road Resurfacing (Contract 2022-11E) 266 - 268

A report from the Municipal Services Engineer is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that By-law 2022-130 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the Trunk Road resurfacing (Contract 2022-11E) be passed in open Council this 11th day of July, 2022.

12.1.6. By-law 2022-131 (Engineering) Plummer Court Ravine Drainage Upgrades (2022-14E) 269 - 271

A report from the Municipal Services Engineer is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that By-law 2022-131 being a by-law to authorize the execution of the Contract between the City and 786222 Ontario Inc. (o/a Phillips Haulage) for storm sewer replacement and drainage improvements to the ravine located between Plummer Court and Pawating Place (Contract 2022-14E) be passed in open Council this 11th day of July, 2022.

12.1.7. By-law 2022-132 (Parking) By-law Enforcement Officers (By-law 93-165) 272 - 273

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that By-law 2022-132 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 11th day of July, 2022.

12.1.8. By-law 2022-133 (Agreement) Pepsi Beverage Sales Agreement (Pepsico Beverages Canada) 274 - 285

Council report was passed by Council resolution on June 13, 2022.

Mover Councillor L. Dufour

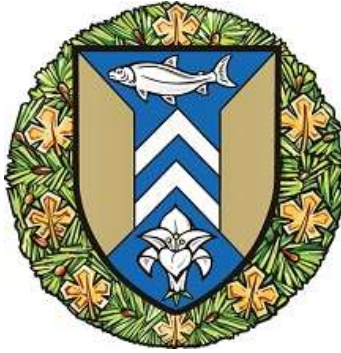
Seconder Councillor R. Niro

Resolved that By-law 2022-133 being a by-law to authorize the execution of the Agreement between the City and Pepsico Beverages Canada, a business unit of Pepsico Canada ULC for the supply and delivery of soft drink concession supplies for a period of three (3) years with option to renew for up

to two 1-year periods be passed in open Council this 11th day of July, 2022.

- 12.1.9. By-law 2022-134 (Agreement) Mausoleum XVI Expansion** 286 - 396
- Council Report was passed by Council resolution on June 13, 2022.
- Mover Councillor L. Dufour
Secondar Councillor R. Niro
Resolved that By-law 2022-134 being a by-law to authorize the execution of the Agreement between the City and EllisDon Industrial Inc. for the work required by the contract documents for Municipal Mausoleum Phase XVI located at Holy Sepulchre Cemetery be passed in open Council this 11th day of July, 2022.
- 12.1.10. By-law 2022-136 (Cemeteries) Amend By-laws 2012-129 and 2021-217** 397 - 398
- A report from the City Clerk is on the Agenda.
- Mover Councillor L. Dufour
Secondar Councillor R. Niro
Resolved that By-law 2022-136 being a by-law to amend By-law 2012-129 and By-law 2021-217 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie) be passed in open Council this 11th day of July, 2022.
- 12.1.11. By-law 2022-137 (Agreement) SSM Professional Firefighters Association (Local 529)** 399 - 436
- Council Report was passed by Council resolution on January 31, 2022.
- Mover Councillor L. Dufour
Secondar Councillor R. Niro
Resolved that By-law 2022-137 being a by-law to authorize the execution of the Collective Agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) for the term commencing February 1, 2021 to December 31, 2023 be passed in open Council this 11th day of July, 2022.
- 12.1.12. By-law 2022-138 (Employees) Amend 2004-234** 437 - 439
- A report from the CAO is on the Agenda.
- Mover Councillor L. Vezeau-Allen
Secondar Councillor R. Niro
Resolved that By-law 2022-138 being a by-law law to amend By-law 2004-234 (being a by-law to adopt hiring policies) be passed in open Council this 11th day of July, 2022.

- 12.2. By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority
- 12.3. By-laws before Council for THIRD reading which do not require more than a simple majority
- 12.3.1. By-law 2020-215 (Lane Closing and Conveyance) Abutting 282 Whitney Avenue and 191 Asquith Street 440 - 442
- Council Report was passed by Council resolution on November 30, 2020.
- Mover Councillor L. Dufour
 Secunder Councillor R. Niro
 Resolved that By-law 2020-215 being a by-law to to stop up, close and authorize the conveyance of a portion of a lane in the Tagona Subdivision, Plan 7882, PT PIN 31607-0284 (LT) PT LANE PL 7882 KORAH; PT 1 & 2 1R13893; SAULT STE. MARIE be passed in open Council this 11th day of July, 2022.
13. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda
14. Closed Session
- Mover Councillor P. Christian
 Secunder Councillor D. Hilsinger
 Resolved that this Council move into closed session to discuss one item regarding labour relations or employee negotiations and a trade secret supplied in confidence to the municipality;
- Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to discuss the same matters without the need for a further authorizing resolution.
- (Municipal Act sections 239(2)(d) labour relations or employee relations and 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization)*
15. Adjournment
- Mover Councillor L. Dufour
 Secunder Councillor R. Niro
 Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, June 13, 2022

4:30 pm

Council Chambers and 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, M. Zuppa, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, D. McConnell, B. Lamming, C. Rumiel, F. Coccimiglio, Jeff King; T. Vecchio, Josh Ingram; Emily Cormier

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of May 24, 2022 be approved.

Carried

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

3.1 St. Marys River Oil Spill

Mayor and CAO provided a brief update.

4. Declaration of Pecuniary Interest

4.1 Councillor L. Dufour – Tourism Development Fund Applications

Partner employed by an applicant.

4.2 Councillor R. Niro – Tourism Development Fund Applications

Committee Member for Queen Street Cruise.

4.3 Councillor R. Niro – Community Development Fund Green Initiatives Program Applications

Daughter is employed by the YMCA.

4.4 Councillor D. Hilsinger – Arts and Culture Assistance Grants Late Intake 2022

Employee of the Algoma Arts Festival Association.

4.5 Councillor M. Shoemaker – Granting Access to Neighbouring Property – River Road

Property owner is a client of law firm.

4.6 Councillor M. Shoemaker – By-law 2022-124 (Building) 327 River Road Neighbour Access

Property owner is a client of law firm.

5. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Agenda for June 13, 2022 City Council Meeting as presented be approved.

Carried

6. Proclamations/Presentations

6.1 2021 Medal of Merit Award Presentation

Barbara Nolan was in attendance.

6.2 Queen Street Cruise

Gary Trembinski and Gary Trembinski Jr. were in attendance.

6.3 Marconi Cultural Event Centre – Marconi Meets World

Ashlyn McMillan and Karina Frair were in attendance.

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date June 13, 2022 – Agenda item 7 – Consent Agenda be approved as recommended.

Carried

7.1 Finance Committee – 2023 Budget Schedule

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that report of the Chief Financial Officer and Treasurer dated June 13, 2022 concerning 2023 Budget Schedule be received and that the recommendation of the Finance Committee for the 2023 operating and capital budget schedule be approved.

Carried

7.2 NG 911 – Netagen Managed Solution/Services

The report of the Manager of Information Technology was received by Council.

The relevant By-law 2022-112 is listed under item 12 of the Minutes.

Mayor Provenzano vacated the Chair.

Councillor D. Hilsinger assumed the Chair as Acting Mayor.

7.3 Property Tax Appeals

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated June 13, 2022 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act* be approved.

Carried

7.4 Tender for Mausoleum Expansion – Phase XVI

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated June 13, 2022 be received and that the tender submitted by EllisDon Industrial Inc. for construction of the Mausoleum Expansion – Phase XVI at the tendered price of \$1,760,000 plus HST, as requested by Cemeteries Division, Community Development and Enterprise Services, be approved;

Further that the CAO be authorized to countersign the tender recommendation of the City's consultant (IDEA Inc.); and

Further that IDEA Inc. be authorized to issue a letter of intent to EllisDon Industrial Inc. to commence mobilization of the project.

A By-law authorizing signature of the contract for this project will appear on a future Agenda.

Carried

7.5 Supply and Delivery of Soft Drink Concession Supplies RFP

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated June 13, 2022 be received and that the proposal submitted by PepsiCo Beverages for the supply and delivery of soft drink concession supplies for a period of three years with an option to renew for up to two 1-year periods be approved.

A By-law authorizing signature of the agreement will appear on a future Agenda

Carried

7.6 Tourism Development Fund Applications

Councillor L. Dufour declared a conflict on this item. (Partner employed by an applicant.)

Councillor R. Niro declared a conflict on this item. (Committee Member for Queen Street Cruise.)

The report of the Director of Tourism and Community Development was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Tourism and Community Development dated June 13, 2022 concerning May 2022 Tourism Development Fund Applications be received and that the

recommendation of the Tourism Sault Ste. Marie Board of Directors to support the following five projects for the amounts listed below be approved:

1. Poutine Feast – \$5,000
2. Queen Street Cruise – \$5,000
3. Marconi Meets World – \$10,000
4. Canadian Institute of Forestry 2022 Conference and AGM – \$5,000
5. Forest the Canoe Adventure Bus – \$15,000

Carried

7.7 Green Burials

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Community Services dated June 13, 2022 concerning Green Burials be received as information.

Carried

7.8 Arts and Culture Assistance Grants Late Intake 2022

Councillor D. Hilsinger declared a conflict on this item. (Employee of the Algoma Arts Festival Association.)

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Recreation and Culture dated June 13, 2022 concerning Arts and Culture Assistance Grants Late Intake 2022 be received and that the following grants be approved:

1. Algoma Arts Festival Association – \$11,512
2. Northern Ontario Latin Hispanic Association – \$3,123
3. Sault Film Festival – \$6,732
4. Over the Rainbow – \$2,586
5. Sault Theatre Workshop – \$3,259

Carried

7.9 Community Development Fund Green Initiatives Program Applications

Councillor R. Niro declared a conflict on this item. (Daughter is employed by the YMCA.)

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Sustainability Coordinator dated June 13, 2022 concerning Green Initiatives Program applications be received and that the following applications be approved:

1. City of Sault Ste. Marie Stormwater Art Project – \$3,355
2. YMCA Aeroponic Tower Garden Project – \$4,051.05
3. Blue Mar 4 Change Shoreline Cleanup Project – \$4,929.73

Carried

7.10 Miscellaneous Construction and Paving – Contract 2022-10E

The report of the Municipal Services Engineer was received by Council.

The relevant By-law 2022-125 is listed under item 12 of the Minutes.

7.11 Resurfacing Contract – Contract 2022-13E

The report of the Municipal Services Engineer was received by Council.

The relevant By-law 2022-126 is listed under item 12 of the Minutes.

7.12 Capital Road Spending Survey – Northern Municipalities

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Engineering dated June 13, 2022 concerning Capital Road Spending Survey – Northern Municipalities be received as information.

Carried

7.13 Strategies for Managing Traffic Speed

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Engineering dated June 13, 2022 concerning Strategies for Managing Traffic Speed be received and that Council support, in principle, a multi-tiered, holistic approach to managing traffic speed as outlined below:

1. Establishment of a Speeding Task Force with representation from Police Services, Public Works and Engineering Services Department and Clerk's Division (Communications);
2. Collection of data through various means during the calendar year;
3. Analysis of data by the Speeding Task Force to better define issues;
4. Development of a public education campaign; and
5. Reporting progress to Council.

Carried

7.14 Brock Street Road Closure – Extension

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

The relevant By-law 2022-111 is listed under item 12 of the Minutes.

7.15 Municipal Law and By-Law Enforcement Officers

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

The relevant By-laws 2022-114 and 2022-115 are listed under item 12 of the Minutes.

7.16 Fire Service By-Law Updates

The report of the Fire Chief was received by Council.

The relevant By-laws 2022-109 and 2022-110 are listed under item 12 of the Minutes.

7.17 Disposition of 15 Creery Avenue

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

The relevant By-law 2022-121 is listed under item 12 of the Minutes.

7.18 Disposition of 97 Victoria Street

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

The relevant By-law 2022-122 is listed under item 12 of the Minutes.

7.19 Group Homes

The report of the Director of Planning and the City Solicitor was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Planning and the City Solicitor dated June 13, 2022 concerning the feasibility of enforcing minimum separation distances between group homes be received as information.

Carried

7.20 A-5-22-Z.OP – 865 Second Line East (Soo Auto)

The report of the Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Planner dated June 13, 2022 concerning A-5-22-Z.OP – 865 Second Line East (SooAuto) be received as information.

Carried

8. Reports of City Departments, Boards and Committees

Mayor Provenzano resumed as Chair.

8.6 Legal

8.6.1 Granting Access to Neighbouring Property – River Road

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

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2022-124 is listed under item 12 of the Minutes.

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Mill Market Relocation Update

The report of the Deputy CAO was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Bruni

Resolved that the Mill Market relocation be deferred until a decision on the Green and Inclusive Community Building Fund has been made.

	For	Against	Conflict	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	3	8	0	0

Defeated

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated June 13, 2022 be received and City Council authorize staff to issue a tender for the renovations and leasehold improvements of 73 Brock Street to host Mill Market Sault Ste. Marie;

Further, that Council approve an expenditure of up to \$1,400,000 from the sources outlined above to fund a City contribution to the project;

Further, that Council approve an advance of up to \$410,000, interest free, from internal funds to cover leasehold improvements to the Mill Market which the Mill Market will pay back over a 25-year period with annual contributions of \$16,400;

Further, that Council direct staff to develop a lease agreement with Mill Market Sault Ste. Marie for the 73 Brock Street facility including a collaboration on the mobile retail units to be brought back to Council for approval.

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

8.4 Public Works and Engineering Services

8.5 Fire Services

8.7 Planning

8.8 Boards and Committees

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

9.1 Charging Infrastructure

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Whereas the climate crisis has forced countries, regions and municipalities around the world to re-evaluate and implement certain measures to help mitigate the existential and catastrophic impacts that will be caused by the changing climate; and

Whereas one of the most recognized ways for society to battle the climate crisis is to transition away from fossil fuels, to eliminate as best as possible, the emission of greenhouse gases (GHG); and

Whereas according to Natural Resources Canada, transportation accounts for 25% of Canada's GHG emissions, and almost half of that comes from light duty trucks and cars; and

Whereas Canada has set a mandatory target for all passenger cars and light duty trucks to be zero-emission by 2035; and

Whereas communities in Canada should be deliberately planning for the transition to predominantly electric passenger vehicles over the next decade;

Now Therefore Be It Resolved that Council request that staff develop a charging infrastructure plan to be presented to Council for consideration that will advance local policies to accelerate charging infrastructure in the community, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality of Sault Ste. Marie.

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

Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	10	0	0	1

Carried

9.2 Association of Municipalities of Ontario

Moved by: Councillor R. Niro

Seconded by: Councillor L. Vezeau-Allen

Whereas the Association of Municipalities of Ontario (AMO) is a critical voice for municipalities to communicate and collaborate with the Provincial government on policy matters; and

Whereas Councillor L. Dufour has invested significant effort on better policy addressing housing affordability, building quality, and innovative service models which have depended on Provincial cooperation;

Now Therefore Be It Resolved that Sault Ste. Marie City Council support Councillor Dufour's bid for election to the Large Urban Caucus of the AMO Board of Directors at the 2022 AMO annual general meeting.

	For	Against	Conflict	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	0

Carried

9.3 Laneway Maintenance

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Whereas City-owned and maintained laneways provide important access for properties immediately abutting them, for both owners and emergency vehicles; and

Whereas litter, discarded drug paraphernalia and a lack of lighting are common neighbourhood concerns regarding many laneways; and

Whereas Public Works does its best to respond to complaints in a reactive manner; and

Whereas the City of Sault Ste. Marie has a Downtown Security Pilot program with security vehicles patrolling some downtown laneways;

Now Therefore Be It Resolved that staff be requested to report on how a proactive system could be developed with relevant partners to ensure that laneways are clean, maintained and well lit, not just in downtown but across all neighbourhoods, including the James Street neighbourhood of the City.

	For	Against	Conflict	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	0

Carried

9.4 Pine Street Sidewalk Extension

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas the City of Sault Ste. Marie's long term strategic planning includes the incorporation of active transportation; and

Whereas the definition of active transportation encompasses all forms of human-powered travel including: walking, cycling, rollerblading, skiing, and canoeing; and

Whereas the City prioritizes the development of safe and enjoyable active transportation routes to encourage healthy lifestyles, decrease automobile dependency, and increase recreational tourism opportunities; and

Whereas multiple residents and visitors use the John Rowsell Hub Trail to access our many amenities, including both Bellevue Park and the adjacent marina; and

Whereas the trail system and marina are easily accessed via Pine Street; and

Whereas the sidewalk on Pine Street does not extend to the marina entrance; and

Whereas many pedestrians use the lower Pine Street route without the safety of a sidewalk;

Now Therefore Be It Resolved that appropriate staff be requested to report on the feasibility and costs of extension of this sidewalk to better support active transportation in our community.

	For	Against	Conflict	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	0

Carried

- 10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 11. Adoption of Report of the Committee of the Whole**
- 12. Consideration and Passing of By-laws**

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 12 of the Agenda under date June 13, 2022 be approved save and except By-law 2022-124.

Carried

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

12.1.1 By-law 2022-74 (Agreement) Downtown Plaza Construction

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-74 being a by-law to to authorize the execution of the Agreement between the City and Avery Construction Limited for the construction of the Downtown Plaza be passed in open Council this 13th day of June, 2022.

Carried

12.1.2 By-law 2022-109 (Appointment) Deputy Fire Chief Mike Oliverio

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-109 being a by-law to appoint Mike Oliverio as Deputy Chief Fire Operations, Training, and Logistics be passed in open Council this 13th day of June, 2022.

Carried

12.1.3 By-law 2022-110 (Appointment) Fire Prevention Officers

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-110 being a by-law to appoint Paul Antonello, Dave Kochanowski, Naomi Thibault and Craig Genys as Fire Prevention Officers for the purpose of enforcing By-law 81-404 and By-law 2009-82 be passed in open Council this 13th day of June, 2022.

Carried

12.1.4 By-law 2022-111 (Temporary Street Closing) Amend 2022-31 Brock and Albert temporary closing

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-111 being a by-law to amend By-law 2022-31 being a by-law to permit the temporary closing of Brock Street between Albert Street East and the northerly laneway adjacent to Civic #181 is amended by extending the street closure to August 31, 2022 be passed in open Council this 13th day of June, 2022.

Carried

12.1.5 By-law 2022-112 (Agreement) Netagen Commander 911 Services

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-112 being a by-law to authorize the execution of the Agreement between the City and Netagen Communication Technologies Inc. for the use of Netagen's Netagan Commander 911 services be passed in open Council this 13th day of June, 2022.

Carried

12.1.6 By-law 2022-113 (Agreement) NorthernTel Limited Partnership (Ontera)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-113 being a by-law to authorize the execution of the Agreement between the City and NorthernTel Limited Partnership (doing business as Ontera) for the installation and maintenance of the service components required to provide Business Internet Services to the legal boundaries of the customer sites be passed in open Council this 13th day of June, 2022.

Carried

12.1.7 By-law 2022-114 (Parking) Amend By-law 90-305 Municipal Law Enforcement Officers

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-114 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 13th day of June, 2022.

Carried

12.1.8 By-law 2022-115 (Parking) Amend By-law 93-165 Municipal By-law Officers

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-115 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 13th day of June, 2022.

Carried

12.1.9 By-law 2022-116 (Official Plan Amendment) 865 Second Line E (2062893 Ontario Inc. o/a Soo Auto, Chris Frees and Candy Johnson)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-116 being a by-law to adopt Amendment No. 240 to the Official Plan for the City of Sault Ste. Marie (2062893 Ontario Inc. o/a Soo Auto, Chris Frees and Candy Johnson, northern 95 metres of 865 Second Line East) be passed in open Council this 13th day of June, 2022.

Carried

12.1.10 By-law 2022-117 (Zoning) 865 Second Line E (2062893 Ontario Inc. o/a Soo Auto, Chris Frees and Candy Johnson)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-117 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at the northern 95m of 865 Second Line East (2062893 Ontario Inc. o/a Soo Auto, Chris Frees and Candy Johnson) be passed in open Council this 13th day of June, 2022.

Carried

12.1.11 By-law 2022-118 (Development Control) 865 Second Line East (2062893 Ontario Inc. o/a Soo Auto, Chris Frees and Candy Johnson)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-118 being a by-law to designate the lands located at the northern 95 metres of 865 Second Line East an area of site plan control (2062893 Ontario Inc. o/a Soo Auto, Chris Frees and Candy Johnson) be passed in open Council this 13th day of June, 2022.

Carried

12.1.12 By-law 2022-119 (Official Plan Amendment) 1035 Wellington Street East, 189 and 185 Upton Road (Zion Evangelical Lutheran Church)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-119 being a by-law to to adopt Amendment No. 239 to the Official Plan for the City of Sault Ste. Marie (Zion Evangelical Lutheran Church, 1035 Wellington Street East, 189 and 185 Upton Road) be passed in open Council this 13th day of June, 2022.

Carried

12.1.13 By-law 2022-120 (Zoning) 1035 Wellington Street East, 189 Upton Road and 185 Upton Road (Zion Evangelical Lutheran Church)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-120 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1035 Wellington Street East, 189 Upton Road and 185 Upton Road (Zion Evangelical Lutheran Church) be passed in open Council this 13th day of June, 2022.

Carried

12.1.14 By-law 2022-121 (Property Sale) Part 15 Creery Avenue

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-121 being a by-law to authorize the disposition of the City owned property described as PT PIN 31523-0147 (LT) PT PCL 9182 SEC AWS; BLK A PL M381 ST. MARY'S; S/T LT 109849; SAULT STE. MARIE being part of 15 Creery Avenue (30 feet running the length of the abutting property) in accordance with the City's policy for the disposition of land, to the abutting owner, specifically Chris Briel, for the amount of One Thousand One Hundred (\$1,100) Dollars be passed in open Council this 13th day of June, 2022.

Carried

12.1.15 By-law 2022-122 (Property) 97 Victoria Street

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-122 being a by-law to declare the City owned property legally described as PIN 31613-0179 (LT) LT 43 PL 58 AWENGES; SAULT STE. MARIE being civic 97 Victoria Street as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 13th day of June, 2022.

Carried

12.1.17 By-law 2022-125 Avery Construction Limited (Contract 2022-10E) Miscellaneous Construction and Paving

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-125 being a by-law to authorize the execution of the contract between the City and Avery Construction Limited for Miscellaneous Construction and Paving Contracts (Contract 2022-10E) be passed in open Council this 13th day of June, 2022.

Carried

12.1.18 By-law 2022-126 (Engineering) Ellwood Robinson (Contract 2022-13E) Resurfacing

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-126 being a by-law to authorize the execution of the contract between the City and Ellwood Robinson Incorporated for the Resurfacing Contract (Contract 2022-13E) be passed in open Council this 13th day of June, 2022.

Carried

12.1.16 By-law 2022-124 (Building) 327 River Road Neighbour Access

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2022-124 being a by-law to provide access for the maintenance of a single family dwelling located at 323 River Road be passed in open Council this 13th day of June, 2022.

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

Councillor M. Shoemaker				X	
Councillor M. Bruni	X				
Councillor R. Niro	X				
Councillor C. Gardi	X				
Councillor M. Scott	X				
Results	10	0	1	0	

Carried

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

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

12.3.1 By-law 2022-108 (Street/Lane Closing) Downtown Plaza

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2022-108 being a by-law to stop up, close and authorize the conveyance of various streets/lanes in the Downtown Plaza be read a third time and passed in open Council this 13th day of June, 2022.

Carried

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

14. Closed Session

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that this Council move into closed session to discuss one item regarding a trade secret supplied in confidence to the municipality;

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

(Municipal Act section 239(2)(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization)

Carried

15. Adjournment

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



Your Trusted Utility for a Brighter Tomorrow



“Today more than ever, our focus is on a sustainable PUC that is developing strategies to lower our carbon footprint, support our communities, and maintain exceptional customer service well into the future.”

Jim Boniferro, Chair, PUC Services Inc./PUC Inc.

2021 Report to the Shareholder
Sault Ste. Marie City Council | July 11, 2022



This report provides an overview of how PUC is:

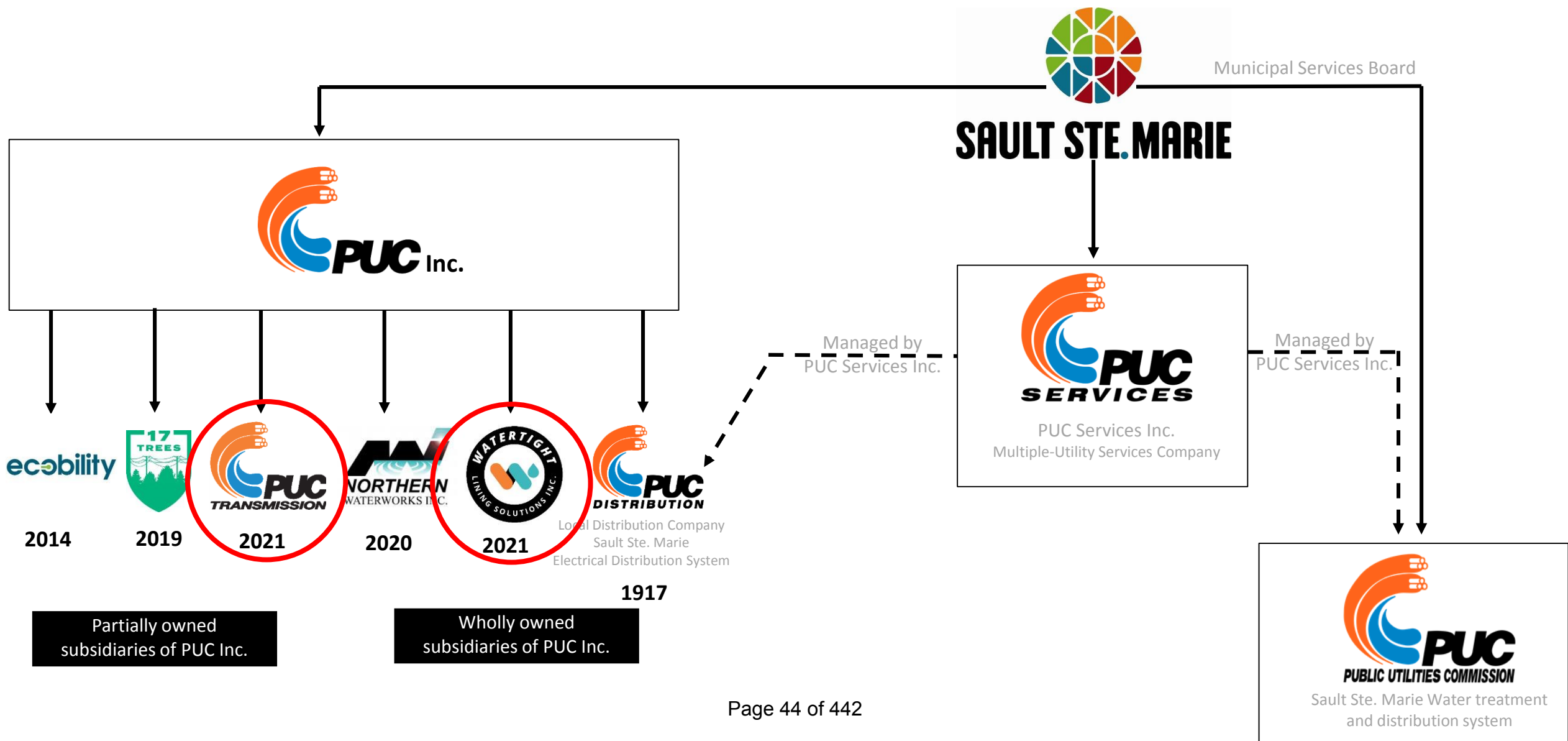
- 1 Growing with purpose
- 2 Investing in the communities we serve

Growing with Purpose



PUC has identified and launched several new opportunities that are rooted in innovative ideas and community growth.

PUC Group of Companies





Watertight Lining Solutions Inc. focuses on helping municipalities fix an expensive and common problem; deteriorating water pipe.



PUC Transmission LP is a newly formed Ontario transmission company that will construct new transmission facilities in Sault Ste. Marie to connect Algoma Steel's new Electric Arc Furnace project.



Investing in the communities we serve

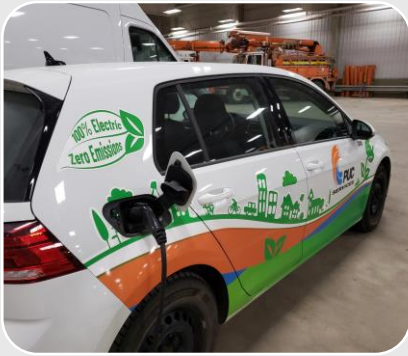


PUC has been a community partner since 1917; it is part of who we are as a company. In 2021, PUC invested in our community members in several different ways.

Sault Smart Grid

The first community-wide smart grid in Canada

PUC's Sault Smart Grid will use cutting-edge technology to transform the way PUC delivers electricity. By making significant progress in 2021, it is expected to be in operation by early 2023.



Electrifying
our Fleet &
supporting
customers to
do the same

Customer
Energy
Management
Program
(CEMa)

Supporting
Charities &
Organizations
in the
community

Launch of the
MyPUC App

Capital
Infrastructure
Investments



**2021 Sault Ste. Marie
Chamber of Commerce
Community Investment Award**



**2021 Algoma Public Health
Community Champion Award**

Financial Results



PUC Inc.	2019	2020	2021
Revenue	\$3,489.4	\$3,195.9	\$2,967.1
OM&A	\$2,279.6	\$2,263.0	\$2,286.7
Income	\$1,217.9	\$934.4	\$694.8



PUC Services Inc.	2019	2020	2021
Revenue	\$21,850.5	\$23,380.7	\$22,795.3
OM&A	\$17,615.3	\$19,723.6	\$18,767.1
Income	\$1,316.2	\$657.8	\$1,079.9
Capital Expenditures	\$1,934.6	\$2,071.1	\$2,067.3



Financial Results



PUC Distribution Inc.	2019	2020	2021
Revenue	\$22,416.5	\$22,322.7	\$22,394.0
OM&A	\$11,470.2	\$11,471.1	\$12,438.2
Income	\$3,040.2	\$2,757.7	\$2,417.3
Capital Expenditures	\$5,833.4	\$6,401.6	\$9,251.3



Public Utilities Commission	2019	2020	2021
Revenue	\$21,566.8	\$22,661.7	\$24,568.6
OM&A	\$13,525.6	\$13,481.7	\$13,826.8
Annual Surplus	\$5,335.8	\$6,498.5	\$7,828.7
Capital Expenditures	\$5,314.2	\$7,701.9	\$7,071.4



Financial Highlights

- Sustainable Growth
- Community Partnerships
- Increased returns from subsidiaries operating throughout Ontario
- Significant local investment in Infrastructure for Water and Electricity
- Higher returns to the City, our shareholder



**Thank you
Questions?**

SAULT STE. MARIE REGION SOURCE PROTECTION PLAN

SOURCE PROTECTION PLAN SECTION 36 UPDATE AND 2021 DIRECTORS TECHNICAL RULES WORKPLAN



July 2022

BACKGROUND

Source Protection Plan Section 36 Update –Approved April 2021 by MECP - announced by Press Release, on social media and website.

The updated Assessment Report (AR), Source Protection Plan (SPP) and Explanatory Document (ED) are posted on the [SSMRCA website](#) within the Source Water Protection tab.

Director's Technical Rules have had versions since 2008 culminating in the most recent approved version in December 2021. This work is to be completed tentatively by March 2024.

Under *Clean Water Act, Section 34*, this presentation will summarize some of the potential changes, assessment and work planning to occur between 2022 to 2024 to the SSMR Source Protection Plan, Assessment Report and Explanatory Document. Typographical and other changes are under Ontario Regulation 287/07, Section 51.

Annual Progress Reports are on the SSMRCA website for reference as required by the *Clean Water Act, 2006*.

Update – Impervious Surface application of road salt

Definition – “total Impervious surface area” in respect of subrule 16 (11) means the surface area of all highways and other impervious land surfaces used for vehicular traffic and parking, and all pedestrian paths.

Circumstances:

12.1 Application of Road Salt

Where the percentage of impervious surface area less than 1% to greater than 30% within WHPA-A, B, C, D or HVA with vulnerability score of 8-10 to identify Significant Drinking Water Threats

The vulnerable areas of the Goulais and Steelton wells have a score of 8-10 while the Shannon and Lorna have a score of 10 within the WHPA-A vulnerable area.

Policies to be impacted – previous rules were specific to 1km grid and impervious surface area less than 1% to greater than 80%.

SSM-Salt-E/F-1.4 – regarding application of road salt

SSM-Salt-F-2.2 – regarding existing and future of salt storage facilities

Update – Handling and storage of Road Salt

Circumstances:

13.1 Handling and Storage of Road Salt – Exposed to Precipitation or Runoff

Circumstances of less than 10kg to more than 20kg
(yellow salt bins outside retail outlets)

13.2 Handling and Storage of Road Salt – Potentially Exposed to Precipitation or Runoff

Circumstances of less than 50kg to more than 100kg (skids of bagged salt)

13.3 Handling and Storage of Road Salt – Not Exposed to Precipitation or Runoff

Circumstances of less than 250,000kg to more than 500,000kg (salt dome)

Changes are to affect AR, SPP and ED– quantity and circumstances to change score in vulnerable areas.

- review policy SSM-Salt-F-2.2 and RMP's regarding Shannon, Lorna, Goulais and Steelton

Update – storage of snow

Circumstances:

14.1 Storage of Snow on a Site

Circumstances of area is less than 200m² to more than 2000m²

Review of snow dumps (private and public) with the City that may be within a vulnerable area with a score of 8 to 10.

Policies SSM-Snow-E-1.1 and SSM-snow-F-2.1 do not stipulate a volume or area.

– Risk Management Plan to be reviewed in one area in WHPAA of the Shannon Well.

Update – Intake Protection Zone

Intake Classification Type A – located in a Great Lake (Lake Superior) and

Water System I – as described in CWA Section 15 (2)(e)(i) existing and planned municipal drinking water systems that serve or are planned to serve major residential developments.

Update – Climate Consideration

Staff would use the Climate Change Risk Assessment Tool developed by Conservation Ontario in consultation with MECP (but not endorsed by MECP) to develop a summary to add to the AR, SPP and ED.

Reference ED Section 7.0

Assumption – that free data is readily available to populate the Climate Change Risk Assessment Tool.

Required municipal staff in the population of the tool and review the summary for accuracy.

GOING FORWARD

Updates - Decisions on methodology of changes that requires the documentation to justify the changes and methodology with MECP upon submission.

Climate Change Risk Assessment Tool – working with municipal staff for data collection and population into the tool to produce the draft summary.

SPC Update – Chair appointment expiry in August 2022, expect new or reappointment in the fall

- Member appointments will expire December 31, 2024

Annual Progress Reports have been submitted to MECP and posted on the SSMRCA website and can be found at <https://ssmrca.ca/source-water-protection/resources/reports/> .

MINISTRY OF ENVIRONMENT, CONSERVATION AND PARKS

BEST PRACTICES DOCUMENT

- MECP wants to help you protect water sources and drinking water systems that are not included in a [source protection plan](#) or aren't regulated by the *Clean Water Act*.
- <https://www.ontario.ca/document/best-practices-source-water-protection>

QUESTIONS

Should you have any further questions don't hesitate to contact:

Marlene McKinnon, mmckinnon@ssmrca.ca, 705-946-8530 ext 1004

THANK YOU



Timberwolf Battery Energy Storage Project

July 2022





Project Highlights

We are pleased to present our proposed Timberwolf Battery Energy Storage Project in Ontario.

- Project would add **renewable capacity and storage** to meet Ontario's rising energy demands, especially during peak-periods, reducing the chance for power outages.
- Project represents a **local innovative low-carbon solution**, with a **large investment** that will create **job opportunities** during the construction and operation phases and builds on our existing presence in the Sault Ste. Marie area.
- Project supports sustainability efforts by **reducing reliance on higher carbon** intensive facilities.
- Project is in very **early proposal stages**; we are in the process of consulting community members to ensure all interests are appropriately considered.

Project Overview

Site Location (~15km from Sault Ste. Marie)



Details

Specs	Size: 161 MW / 644 MWh Tech: Lithium Iron chemistry
Location	~15km from Sault Ste. Marie located on 10 acres of land near our existing Prince Wind Farm, final location TBD, likely sited on Crown Land.
Timeline	Proposed project will only move forward if IESO determines it's best for Ontario ratepayers (COD May 2025)
Jobs	Would create job opportunities for the community during the construction and operation phases
Investment	~\$300M initial capital investment



The Community

The Project will further establish the Sault Ste. Marie region as a renewable energy leader in Ontario.

- Project represents a **large post-covid clean energy investment**
- Project will create **local job opportunities** during the construction and operation phases
- Project will consist of installing **battery modules, power equipment, light civil, safety & security infrastructure**
- For renewable projects of this nature and size, we can presume:
 - Minimal biodiversity impact (Environmental Assessments will be conducted to survey land if project advances)
 - Minimal noise impact (85 decibels/10 meters)
 - Minimal additional traffic when facility is operational
 - No gasses or odour emitted



Next Steps

We are committed to building trust with local stakeholders and engaging proactively with communities to ensure that their interests are appropriately considered.

- We hosted **Community Consultation meetings** to gather questions, concerns and feedback from community members:
 - Wednesday, June 29th from 12-3pm at the Prince Township Community Centre
 - Thursday, June 30th from 5-7pm on Zoom
 - Tuesday, July 5th from 7-9pm on Zoom
- The Project is in the **feasibility stage** and is expected to be operational by May 2025, subject to the IESO determining the project to be best for Ontario ratepayers.
- Successful proponents will need to obtain Municipal Council Support.

Thank you

Simon Laroche, Vice, Asset Development

Isabelle.Deguisse@evolugen.com

Remi Moreau, Vice, Asset Development

Isabelle.Deguisse@evolugen.com



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS** the City of Sault Ste. Marie takes pride in its extensive history, its vision of an inclusive future, and the resilience of its population; and
- WHEREAS** the 2SLGBTQ+ community in the City of Sault Ste. Marie has maintained a vibrant presence over many decades, from private gatherings to public festivals; and
- WHEREAS** Sault Pride has established itself as a force for constructive change in the cultural fabric of our city and continues to commit itself to the ongoing work of eliminating discrimination and violence based upon sexual orientation and gender identity; and
- WHEREAS** Sault Pride has weathered the pandemic and is returning to a full, in-person Pridefest; and
- WHEREAS** Sault Pride and the City of Sault Ste. Marie display the Progress Pride flag to honour all the intersecting identities under the broad 2SLGBTQIA+ umbrella:

NOW THEREFORE, I, Christian Provenzano, Mayor of the City of Sault Ste. Marie, on behalf of City of Sault Ste. Marie Council, do hereby proclaim **July 17th, to July 25th 2022** as “**Pridefest Week**” in the City of Sault Ste. Marie. I encourage all citizens, of all orientations and identities, to join together in this celebration.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Abject institutionalized racism led to the exodus of 1,196 self-liberated Black Loyalists at the height of the transatlantic slave trade, one of the cruelest chapters in the history of humanity; and

WHEREAS The City of Sault Ste. Marie recognizes that people of African descent have been a part of Canadian society since the early 1600s, that their enslavement occurred on this land for centuries and that the Black Loyalists departure is linked to the failure of institutional, political and societal will to fulfill the promises that were made to the communities that left for Sierra Leone; and

WHEREAS The City also recognizes the ongoing significance of the UN Decade of African Descent and the history of Black Loyalists in Nova Scotia and throughout Canada; secure housing and land was promised to these early settlers and very few received what was owed. Despite petitions, the promised land and supplies were not provided. For many Black Loyalists, shared Mi'kmaq knowledge was key to survival in the first winters.

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim 2022 as the 230th anniversary of the Year of Black Loyalist Exodus: 15 Ships to Sierra Leone #1792Project.

Signed,

Christian Provenzano
MAYOR

2022 – 2024
AMO BOARD OF DIRECTORS
Nominations Report of
the Secretary-Treasurer

July 4, 2022

Monday, July 04, 2022

To: Heads and Members of Council
From: Gary Dyke, Secretary-Treasurer, AMO

It is my pleasure to submit a copy of my report on the candidates standing for election for the 2022 – 2024 AMO Board of Directors, as confirmed by the Chief Returning Officer (CRO). The CRO has confirmed candidates against the nomination requirements and processes.

Elections Process

Elections to the AMO Board of Directors will be held during the Annual Conference & General Meeting, on Monday, August 15, 2022, 12:00 p.m. – 5:30 p.m. and Tuesday, August 16, 2022, 8:00 a.m. - 12:00 p.m.

Voting will be conducted in person in the Parliament Foyer, Shaw Centre, Ottawa (outside the Plenary Hall).

All elected officials from member municipalities in good standing with the Association, who are delegates to the 2022 AMO Annual Conference & General Meeting, are eligible to vote for the President, Secretary-Treasurer, and in the Caucus for which the delegate has registered.

Note, the deadline to change a delegate's Caucus affiliation is Monday, July 18, 2022. If you wish to change the Caucus in which you are currently registered, please email events@amo.on.ca with your name and desired Caucus affiliation before the July 18, 2022, deadline.

The Chief Returning Officer will announce the results of the election on Tuesday, August 16, 2022, during the afternoon main stage programming in the Plenary Hall.

Notice of Elections and Acclamations:

The following positions have been acclaimed (no election required):

- President
- Secretary-Treasurer
- County Caucus: One (1) municipal elected official position
- Large Urban Caucus: Five (5) municipal elected official positions; One (1) municipal staff position
- Northern Caucus: Two (2) municipal elected official positions from Northwestern Ontario
- Regional & Single Tier Caucus: Four (4) municipal elected official positions
- Rural Caucus: Four (4) municipal elected official positions

Elections will be held in accordance with AMO By-law No. 2 for the following positions at the AMO Annual Conference & General Meeting, subject to the withdrawal of any candidates:

- Northern Caucus: Three (3) nominations received for two (2) vacant municipal elected official positions from Northeastern Ontario
- Rural Caucus: Two (2) nominations received for one (1) vacant municipal staff position
- Small Urban Caucus: Six (6) nominations received for four (4) vacant municipal elected official positions

Notice of Vacancies

The following positions on the 2022 – 2024 AMO Board of Directors remain vacant and will be filled upon approval of a process to fill the vacancies by the 2022 – 2024 AMO Board of Directors:

- County Caucus: Two (2) vacant municipal elected official positions; One (1) vacant municipal staff position
- Regional & Single Tier Caucus: Two (2) vacant municipal elected official positions
- Small Urban Caucus: One (1) vacant municipal staff position

Nominations Received

President

Acclaimed

Colin Best, Councillor, Region of Halton

Secretary-Treasurer

Acclaimed

Trevor Wilcox, General Manager, Corporate Performance, County of Simcoe

County Caucus

Municipal Elected Officials (Acclaimed)

Aina DeViet, Councillor, County of Middlesex

Large Urban Caucus

Municipal Elected Officials (Acclaimed)

Dawn Dodge, Councillor, City of St. Catharines

Luke Dufour, Councillor, City of Sault Ste. Marie

Anna Hopkins, Councillor, City of London

Marianne Meed Ward, Mayor, City of Burlington

Bryan Paterson, Mayor, City of Kingston

Municipal Staff (Acclaimed)

Daniel Chapman, Chief Administrative Officer, City of Kitchener

Northern Caucus

Northeastern Ontario (Election to be held)

John P. Curley, Councillor, City of Timmins

Roger Sigouin, Mayor, Town of Hearst

Rod Ward, Councillor, Township of Armour

Northwestern Ontario (Acclaimed)

Rick Dumas, Mayor, Town of Marathon

Fred Mota, Mayor, Municipality of Red Lake

Regional and Single Tier Caucus

Municipal Elected Officials (Acclaimed)

Riley Brockington, Councillor, City of Ottawa

Robert Foster, Councillor, Region of Niagara

Rhonda Mulcahy, Councillor, Region of Durham

Paul Vicente, Councillor, Region of Peel

Rural Caucus

Municipal Elected Officials (Acclaimed)

Peter Emon, Councillor, County of Renfrew

Robin Jones, Mayor, Village of Westport

Christine Robinson, Mayor, Municipality of West Grey

Rainey Weisler, Deputy Mayor, Municipality of Bayham

Municipal Staff (Election to be held)

Sandra Datars Bere, City Manager, City of St. Thomas

Chris Wray, Chief Administrative Officer, Township of Black River-Matheson

Small Urban Caucus

Municipal Elected Officials (Election to be held)

Deb Doherty, Councillor, Town of Collingwood

Lynn Dollin, Mayor, Town of Innisfil

Bob Kwapis, Councillor, Town of Newmarket

Hilda MacDonald, Mayor, Municipality of Leamington

Stephen Molnar, Mayor, Town of Tillsonburg

Bill Sandison, Councillor, City of Belleville

BY EMAIL

Council for the City of Sault Ste. Marie
c/o Rachel Tyczinski, Clerk
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

June 2, 2022

Dear Council for the City of Sault Ste. Marie,

I am writing in response to complaints our Office received regarding the firefighter recruitment process undertaken in 2020. Further to our conversation with the Clerk, Chief Administrative Officer and Mayor, we have completed our review and will not be taking further steps for the reasons set out below.

Background

In July 2020, the City of Sault Ste. Marie (the "City") began the process of recruiting new firefighters for its fire services department. The City posted the firefighter job ad in July 2020 and concluded the hiring process in November 2020 when it placed successful applicants in a reserve pool for future hiring considerations. The City made offers to several candidates in the reserve pool based on their scores. One of the individuals hired from the pool was a relative of the Fire Chief.

Several individuals contacted our Office with concerns about the hiring process, alleging that the Fire Chief must have been involved in the hiring process if it resulted in the hiring of his relative. Some also raised concerns that the Fire Chief would directly supervise his relative.

The Role of the Ombudsman

The Ombudsman is an independent and impartial Officer of the Ontario legislature. Our Office has the authority to address complaints about public sector bodies, including provincial governmental organizations, municipalities, school boards, and universities, as well as services provided by children's aid societies and residential licensees, and the provision of French language services under the *French Language Services Act*. Under the *Ombudsman Act*, our Office has broad discretion to decide whether or not to investigate a complaint.

The Ombudsman's role with respect to municipalities is to review and investigate complaints about municipal government administration. We are also the closed meeting investigator for more than half of Ontario municipalities. When problems are identified, we may share best practices or make recommendations to a municipality to improve its processes, as well as to strengthen local governance and accountability. Elected municipal officials are generally responsible for setting broad public policy. We do not have the authority to direct municipal council decision-making or to require municipal councils to decide matters in a certain fashion.

Our Office receives more than 20,000 cases (complaints and inquiries) every year. Since Ombudsman oversight of Ontario municipalities began on January 1, 2016, we have received over 14,000 cases about general municipal issues. We strive to resolve cases at the earliest opportunity and informally whenever possible. The vast majority are resolved efficiently and effectively without the need for a formal investigation. Our Office has conducted six formal investigations regarding general municipal issues since 2016. This number reflects the overwhelming co-operation that we have received from municipalities.

Our Review

Our Office reviewed policies and procedures relevant to these complaints, including the City's Hiring of Relatives Policy, the Recruitment Guide for firefighters, and relevant by-laws relating to the fire services department. We also spoke with City staff about the 2020 firefighter recruitment process and the steps the City took to comply with its hiring policies.

Hiring process

Our review indicates that the City's firefighter recruitment began in July 2020 when the City posted an ad and the related Recruitment Guide on its website. As set out in the Recruitment Guide, the process for firefighter recruitment is eight separate steps and consists of four graded components. The application is worth 15%; physical testing conducted by a third-party is worth 10%; the first interview is worth 25%; and the second interview is worth 50%.

Because a relative of the Fire Chief intended to apply, the Fire Chief entirely recused himself from the recruitment from the beginning and two Deputy Fire Chiefs and a specific Human Resources ("HR") Coordinator were responsible for each step. The City's policy does not prevent the City from hiring relatives of existing employees, but instead ensures that they cannot affect certain decisions, including hiring decisions.

We were provided with details about how the City graded applicants for each portion of the recruitment process, and how the City determined which applicants would proceed from one stage of the recruitment to the next. With respect to the interview process, we were told that it involved posing set questions to the candidates and that two Deputy Chiefs and the HR Coordinator were present at each interview and played a role in grading the candidates.

The City indicated that 16 applicants were successful in the recruitment and were named to its reserve list, which is a pool of successful applicants who are eligible for job offers for the next three years. Individuals are offered positions based on how highly they scored in the recruitment.

With respect to the Fire Chief's relative, we were provided with specific information on his performance at each stage in the recruitment process. We were also provided with comparative information about the grades of other applicants in the recruitment process at each stage. We were told that the Fire Chief's relative was offered a firefighter position in September 2021, consistent with his score compared to other successful applicants.

Supervisory role of Fire Chief

Regarding the concern that the Fire Chief would supervise his own relative, the City explained that its Hiring of Relatives Policy prohibits direct reporting relationships where one relative has direct authority to administer monetary gain, conduct performance evaluations, recommend for hire or promotion or administer discipline to another relative.

We were provided with information about the Fire Department's structure, which we were told is organized into platoons and spread over four fire halls. Each platoon has a platoon chief, and each fire hall has a captain. Above these positions are the various Deputy Fire Chiefs, and these Deputy Chiefs report to the Fire Chief.

The City has confirmed that the Fire Chief's relative does not directly report to him, and that the Fire Chief has recused himself from any potential disciplinary action or monetary negotiations involving his relative. In addition, our review confirmed that the Fire Chief recused himself from the hiring process.

Conclusion

The City has provided our Office with information about its firefighter recruitment process, and the City confirmed that the Fire Chief recused himself from the recruitment. We were provided with detailed information about how the application, physical test, and interviews of the Fire Chief's relative were assessed as part of this

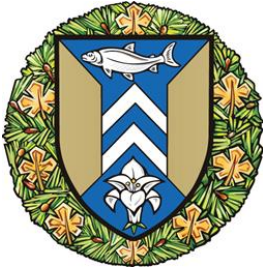
process, consistent with the Recruitment Guide published by the City. We have also confirmed that the Fire Chief does not directly supervise his relative or participate in monetary or disciplinary decisions that affect his relative. For these reasons we are exercising our discretion to not proceed further with this matter.

We wish to thank the City of Sault Ste Marie for its cooperation during our review. The Clerk confirmed that this letter would be included as correspondence at an upcoming council meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robin Bates', with a stylized, cursive script.

Robin Bates
Senior Counsel
Ontario Ombudsman



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, CAO

DEPARTMENT: Chief Administrative Officer

RE: Hiring Policies Update

Purpose

To seek Council approval for revised hiring policies authorized pursuant to Section 270 of the *Municipal Act*.

Background

At the 2004 12 13 Council meeting, bylaw 2004-234 was passed pursuant to Section 270(1)2 of the then new *Municipal Act*, which codified four previously developed policies to meet the new requirements of the Act. These included Hiring of Relatives, Firefighter Selection Policy, Recruitment and Selection of Senior Staff and Summer Student Hiring Policy.

Analysis

As policies are utilized over time to guide the affairs of the corporation, they should be reviewed periodically to ensure they align with current municipal best practices. With this in mind, the above mentioned policies are currently being reviewed with recommended revisions to the Hiring of Relatives policy complete and before you tonight. The remaining policies will be brought forward over the next few meetings.

The Hiring of Relatives policy was first created in 1982. The last revision was implemented in 2011.

For the Hiring of Relatives policy, a number of minor housekeeping changes have been effected to reflect current language and definitions. In addition, two more substantive changes have been included and are recommended for approval:

The scope of the policy has been broadened beyond the senior management level to all supervisory levels. As well, the definition of supervision has been expanded to include both direct and indirect supervision.

Financial Implications

There is no financial impact associated with this report.

Hiring Policies Update

July 11, 2022

Page 2.

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 2022-138 is listed under item 12 of the Agenda and will be read with all other by-laws under that item.

Respectfully submitted,

Malcolm White

CAO

705.759.5347

cao.white@cityssm.on.ca

SUBJECT: HIRING OF RELATIVES	
File in Section: EMPLOYMENT PRACTICES	
Effective Date: March 12, 1982	Page 1 of 2
Revision Date: July 11, 2022	
Approved by: By-law 2022-138	

Purpose:

The Corporation of the City of Sault Ste. Marie ("the City") supports the hiring of employees on the basis of merit. The City does not prohibit nor discourage the hiring of more than one member of a family, however, the intent of this policy is to avoid the creation or continuing employment situation where there is a potential of bias or conflict of interest. When filling all vacancies the City's hiring process is conducted in a fair, open, transparent and equitable manner.

The City will not knowingly employ a relative in a direct or indirect supervisory relationship in which one relative has authority, or influence over a relative's employment in matters that are not limited to but include matters of monetary gain, performance evaluations, career growth and discipline.

Definitions:

Relative: Is defined as follows and includes those individuals who identify as non-binary:

Spouse: Means a person to whom the employee is married, and includes a common law spouse and same sex partners as defined by the Ontario Human Rights Code;

Child: All children, including stepchildren;

Parent: Includes stepparents;

Sibling: Brothers and sisters includes stepbrothers and stepsisters;

In-laws: Includes mother and father in-laws, sister and brother in-laws, and son and daughter in-laws.

Supervision: Is an employment relationship where one relative has a direct or indirect authority over another relative's employment through decisions, recommendations or judgements related or influence to:

- The approval/denial of increments/performance pay
- The assignment and approval of overtime
- The negotiation of salary level
- The conduct of performance appraisals/discipline
- The assignment or direction of work assignments
- The approval of leaves of absence

SUBJECT: HIRING OF RELATIVES	
File in Section: EMPLOYMENT PRACTICES	
Effective Date: March 12, 1982	Page 2 of 2
Revision Date: July 11, 2022	
Approved by: By-law 2022-138	

Policy:

Due to the potential for perceived or actual conflicts of interest, the following restrictions apply. The City shall not hire, transfer, promote or assign an individual to a department/division which will result in the individual being in a supervisory relationship with a relative.

No person shall participate directly or indirectly or influence the outcome of a selection process or appointment, hiring, promotion, supervision, discipline or evaluation of a relative. As well, no person shall be hired, transferred or promoted to a position under any supervisory responsibility of a relative.

Employees must declare a conflict to the division head when a family relationship develops that puts them in a supervisory relationship.

As the intent of this policy is to protect both the City and the individual employee, each employee has a responsibility to inform his/her supervisor, or the Director of Human Resources, of any actual or perceived conflict of interest.

Employees who fail to disclose a conflict of interest to his/her supervisor, or the Director of Human Resources, shall be subject to appropriate disciplinary action that may include suspension or termination of employment.

Any exceptions that divert from this established policy must be reviewed with Human Resources and documented. If circumstances necessitate a departure from this policy, Council will be advised of the circumstances before moving forward.

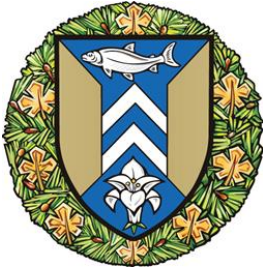
Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
26-Sep-16	Legal	Off Road Vehicle Use on Municipal Roadways	K. Fields	Q4 2022	Initiating resolution June 22, 2015; report September 26, 2016 – Agenda Item 6.10 – Council directed Legal to draft by-law; report April 1, 2019 – Agenda Item 6.13 – status update on ATV By-law	Develop a comprehensive by-law to eliminate safety concerns of ATVs and UTV on municipally maintained streets by regulating allowable roads, in addition to speed limits and hours of operation.	J. Hupponen L. Turco
21-Nov-16	CAO	Employee Innovation Program	M. White	Q4 2022		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017.	F. Fata S. Hollingsworth
11-Sep-17	Legal	Red Pine Drive	K. Fields	Q4 2022	Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
9-Apr-18	CD&ES	Snow Dumps	Planning Director	Q3 2022		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible.	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q4 2022	Report May 10, 2021 – Agenda Item 6.6 – referred back to staff for additional costing information	Research, develop and draft an open data plan and strategy for the municipal corporation.	S. Hollingsworth S. Butland
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q4 2022	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
10-Dec-18	CD&ES	MPAC Real Property Assessment	Planning Director	Q4 2022	Report August 12, 2019 – Agenda Item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian

4-Mar-19	CD&ES	Active Transportation	Planning Director	Q4 2022	Report December 13, 2021 – item 6.3 – Active Transportation Master Plan project approved and RFP awarded.	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
15-Apr-19	CD&ES Corporate Services	Examine Established Neighbourhoods for Future Growth	T. Vair	Q4 2022		Work with Innovation Centre to prepare a report mapping areas of the community that have experienced assessment growth and those that have experienced assessment decline /stagnation over the past two assessment periods so that Council may have that information when considering infrastructure investments and prioritization.	L. Dufour D. Hilsinger
6-May-19	CD&ES Legal	Transient Accommodations	Planning Director K. Fields	Q3 2022	Report July 12, 2021 – Agenda Item 7.7.1 – proceed with public consultation	Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q3 2023	Report May 24, 2022 – Agenda 7.5 – revisit in Summer 2023	Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley.	M. Shoemaker P. Christian
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	Planning Director	Q4 2022		Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
6-Jan-20	CAO	Service Delivery Review	M. White	Q4 2022		Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.	M. Shoemaker R. Niro
20-Jan-20	CAO Fire Services	Warming Shelters	M. White P. Johnson	Q4 2022		Review current warming shelter plan, recommend the necessary adjustments based on community needs.	M. Shoemaker D. Hilsinger

3-Feb-20	CD&ES	Best for Kids Transit Pilot Project	T. Vair	Q4 2022	March 9, 2020 – Agenda Item 6.2; Report October 13, 2020 – Agenda Item 6.1; expand program for two years and report back	Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council.	R. Niro M. Shoemaker
24-Feb-20	CD&ES	Snowmobile Road Use	T. Vair	Q3 2022		Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.	S. Hollingsworth P. Christian
28-Sep-20	CD&ES	Commercial Assessment Growth Community Improvement Program	Planning Director	Q3 2022		Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program.	M. Shoemaker R. Niro
12-Apr-21	CAO	Sustainable Development	M. White	Q4 2022		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott
14-Jun-21	CD&ES	Snowdon Park Tragedies	T. Vair	Q4 2022		Work with the Children of Shingwauk Alumni Association Memorial Committee to develop plans for a suitable memorial at the Snowdon Park site.	P. Christian M. Scott
9-Aug-21	CD&ES	Labour Force Recruitment	T. Vair	Q3 2022		Provide quarterly updates on filling employment gaps and growing the community population, including a summary of recruitment activities; number of views/inquires relating to recruitment activities; new positions filled through recruitment activities; current challenges/shortfall or opportunities in particular industries; and local initiatives (training courses, educational programs (post-secondary etc.)).	P. Christian M. Shoemaker
15-Nov-21	PW&ES	Strand Avenue and Wilson Street Speeding	L. Girardi D. Elliott	Q4 2022		Staff review the intersection of Strand Avenue and Wilson Street regarding any changes that should be made to the present traffic controls at that intersection and report back to Council.	R. Niro M. Bruni
15-Nov-21	Corporate Services	Boards and Committees Review 2021	R. Tyczinski S. Schell	Q4 2022	Report April 11, 2022 – Agenda item 7.4 – next Council to determine the Finance Committee Terms of Reference	Report back to Council with options for Finance Committee and Walk of Fame Selection Committee.	L. Dufour M. Scott
15-Nov-21	Legal PW&ES CD&ES	Elimination of Plastics	K. Fields L. Girardi T. Vair	Q3 2022		Staff will develop a by-law regarding a local ban on plastics and create a waste reduction strategy by July 1, 2022 that will include public consultation.	D. Hilsinger M. Shoemaker

13-Dec-21	PW&ES	AIM Recycling	L. Girardi D. Elliott	Q4 2022	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Corporate Services	Taxi Licensing	R. Tyczinski	Q4 2022	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
31-Jan-22	CD&ES PW&ES	Two Billion Trees	T. Vair L. Girardi	Q3 2022	City staff develop a plan and/or utilize an existing plan to apply to the Two Billion Tree Program to add to the urban tree canopy.	C. Gardi D. Hilsinger
31-Jan-22	PW&ES	Multi-Year Replacement Plan – Small Engine Machinery	L. Girardi	Q4 2022	Report on the feasibility of replacing any small engine equipment with electric small engine equipment as the existing equipment reaches the end of its useful life.	M. Shoemaker P. Christian
31-Jan-22	CAO	Administrative Support to Police Services	M. White	Q4 2022	CAO to work with the Police Chief and respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services in an effort to decrease the cost to ratepayers.	L. Vezeau-Allen M. Shoemaker
22-Feb-22	CD&ES	Activation of Downtown	T. Vair	Q3 2022	Return to Council with the City of Sault Ste. Marie's plan for additional activation of Queen Street or nearby areas.	M. Shoemaker D. Hilsinger
22-Feb-22	CD&ES	Butterfly House Proposal	T. Vair	Q3 2022	Work with Entomica to assess the feasibility of a butterfly house in Sault Ste. Marie and report back to Council.	D. Hilsinger L. Dufour
22-Feb-22	CD&ES	Community Improvement Plan	T. Vair Planning Director	Q3 2022	Staff draft and bring back to Council a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community within six months.	M. Shoemaker L. Dufour
21-Mar-22	CD&ES	Housing Supply	T. Vair Planning Director	Q3 2022	Staff report on the potential benefits and costs of Sault Ste. Marie adopting 'as of right' zoning in its new Official Plan.	L. Dufour P. Christian
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	M. White T. Vair	Q3 2022	The CAO and Deputy CAO, CDES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
21-Mar-22	PW&ES	Snow Windrow Clearing	L. Girardi	Q4 2022	Staff report regarding potential options for the clearing of heavier/larger than usual snow windrows, including associated costs, criteria for removal, and time frames for removal.	C. Gardi D. Hilsinger

11-Apr-22	CD&ES	Light Pollution	T. Vair Planning Director	Q3 2022	Staff review existing light pollution by-laws from other communities and make a recommendation on how a light pollution by-law might be implemented and enforced in the City of Sault Ste. Marie.	S. Hollingsworth P. Christian
13-Jun-22	CD&ES	Charging Infrastructure	T. Vair	Q3 2022	Develop a charging infrastructure plan that will advance policies to accelerate local charging infrastructure, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality of Sault Ste. Marie.	C. Gardi L. Vezeau-Allen
13-Jun-22	PW&ES	Laneway Maintenance	L. Girardi	Q3 2022	Staff to report on how a proactive system could be developed with relevant partners to ensure that laneways are clean, maintained and well lit, not just in downtown but across all neighbourhoods, including the James Street neighbourhood of the City.	L. Dufour L. Vezeau-Allen
13-Jun-22	PW&ES	Pine Street Sidewalk Extension	L. Girardi C. Rumiel	Q3 2022	Staff report on the feasibility and costs of extension of this sidewalk to better support active transportation in our community.	L. Vezeau-Allen L. Dufour
13-Jun-22						



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

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Alex Cuba – Municipally Significant Event

Purpose

The purpose of this report is to obtain Council approval of a municipally significant event.

Background

The GFL Memorial Gardens has requested a municipal resolution declaring the Alex Cuba concert of August 10, 2022 a municipally significant event for the purpose of obtaining a special occasion permit from the Alcohol and Gaming Commission of Ontario (AGCO). The concert is being held at the Roberta Bondar Pavilion.

Analysis

The AGCO requires a special occasion permit any time alcohol is offered for sale or served anywhere other than a licenced establishment or a private place. GFL Memorial Gardens is not permitted under AGCO regulations to both cater and sell tickets to the event.

Financial Implications

There is no financial impact associated with this request.

Strategic Plan / Policy Impact

This is an operational matter not linked to the corporate Strategic Plan.

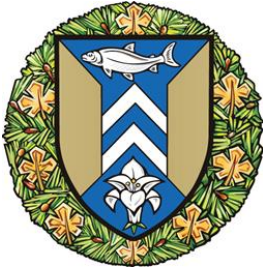
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated July 11, 2022 concerning the GFL Memorial Gardens request for a municipally significant event be received and that the Alex Cuba concert to be held August 10, 2022 at the Roberta Bondar Marina be declared a municipally significant event.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
r.tyczinski@cityssm.on.ca



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Cemetery By-law Amendments

Purpose

The purpose of this report is approve amendments to the Cemetery By-law.

Background

By-law 2012-129 (as amended) provides regulations for the operation of municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie. The Bereavement Authority of Ontario (BAO) must approve cemetery by-laws and amendments thereto before they come into effect. By-law 2021-217 (which amended by-law 2012-129) was passed on November 15, 2021 and submitted to the BAO for approval.

Analysis

The Bereavement Authority of Ontario has requested that references to the prohibition of disinterments be removed from the by-law and that the words "Cemeteries Branch of the Ministry of Government and Consumer Services" be changed to "Registrar, Bereavement Authority of Ontario".

Financial Implications

There are no financial implications.

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:

The relevant By-law 2022-136 is listed under Agenda item 12 and will be read with all by-laws under that item.

Cemetery By-law Amendments

July 11, 2022

Page 2.

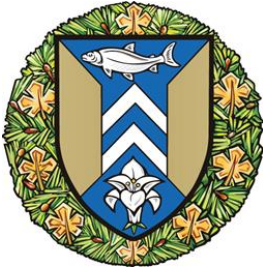
Respectfully submitted,

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Leasing & Operation Space at Expanded Northern Community Centre

PURPOSE

Attached for Council's consideration, on behalf of the Evaluation Committee, concerning proposals received to Lease & Operate various allocated Spaces at the Expanded Northern Community Centre (NCC) for a term of five (5) years as required by Community Development and Enterprise Services (CDES). Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Spaces available include on Level 1 - Pro Shop Area; and four (4) available rooms on Level 2. Proposals were requested to provide submissions for one (1) or more of the spaces, allowing options for multiple space usages. The Request for Proposal was publicly advertised and proposal document forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 10, 2022.

ANALYSIS

Proposal were received from six (6) proponents prior to closing deadline:

- Level 1 – Pro Shop Area
 - Soo Source for Sports
 - Soo Pee Wee ProShop
 - Jay Thomas
- Level 2 – Four Room units
 - KBX Performance Club
 - Algoma District School Board (ADSB)
 - Sault Ste. Marie Public Library

The proposals received have been evaluated by a committee comprised of city staff from the Community Development & Enterprise Services. It is the consensus

of the Evaluation Committee that the Proponents scoring the highest in the evaluation process are

Soo Pee Wee ProShop – allocated for Level 1 – Pro Shop Area
ADSB – allocated for Level 2 – occupying all four available units

FINANCIAL IMPLICATIONS

Pro Shop – Soo Pee Wee ProShop are proposing a \$2,000 plus HST monthly rental for a ten month season (September to June), and 5% Profit Sharing based on sales for two months (July to August), plus Utilities and Property Taxes. They are committing to a five year lease.

Level 2 Rooms – Algoma District School Board with four-room occupancy are proposing \$45,000 plus HST annually for a five-year term, with additional \$3,500 plus HST annual flat fee for Utility costs. Based on the use that has been communicated by ADSB staff anticipate that this area will be assessed as exempt from property taxes by MPAC. Room occupancy to deliver daily courses and curriculum between the hours of 8:30 am and 2:30 pm. Space will not be occupied outside these regular hours, providing City opportunities for variety of additional activities evenings and weekends aligned with facilities public events and community requests.

STRATEGIC PLAN / POLICY IMPACT

Lease of space at this facility supports the Community Development focus area of the Corporate Strategic Plan.

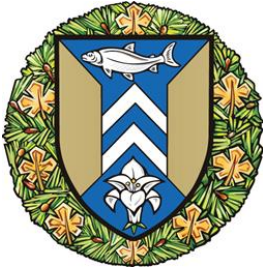
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and the proposals submitted by Soo Pee Wee ProShop and Algoma District School Board for lease of space at the expanded Northern Community Centre, for a period of five (5) years as required by CDES be approved.

By-laws authorizing signature of a Lease Agreement for the space(s) will appear on a future Council Agenda.

Respectfully submitted,

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Corporate Services

RE: Tender for Two (2) Pickup Trucks – Fire Services.

Purpose

Attached for Council's consideration is a tender bid received for the supply and delivery of two (2) Pickup Trucks as required by Fire Services. Staff is seeking Council approval of the recommendation contained in this report.

Background

The tender was publicly advertised and tender documents forwarded to all firms on the bidders list, however closed with no bids received.

Analysis

Per Procurement Policy 22 3) e) Where no bids were received in response to Bid Solicitation, Non-competitive single source bid was requested from Prouse Chevrolet. The bid received has been thoroughly evaluated and reviewed by the Mechanical Officer – Fire Services. The price, meeting specifications, has been indicated on the attached summary.

Financial Implications

The total purchase price for both pickup trucks is \$133,509.12 including the non-rebatable portion of HST. (Licence fees extra)

During 2022 Budget deliberations Council approved \$130,000.00 for the purchase of these vehicles. The shortfall of \$3,509.12 can be funded from the remaining approved 2022 Capital Budget for Fire Fleet – Passenger Vehicles.

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 July 11, 2022 be received and the bid submitted by Prouse Chevrolet for the supply and delivery of

Tender for Two (2) Pickup Trucks – Fire Services

July 11, 2022

Page 2.

two (2) pickup trucks for Fire Services, at the price of \$131,200.00 plus HST, be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

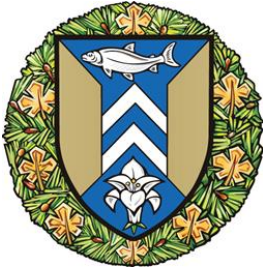
Received: June 24, 2022
File: 2022FIR-03-T

SUMMARY OF TENDERS
TWO (2) 3/4 TON PICKUP TRUCKS - FIRE SERVICES

<u>Firm</u>	<u>Year, Make & Model</u>	<u>Delivery</u>	<u>Total Tendered Price for Two (2) Units (HST extra)</u>	<u>Remarks</u>
Prouse Chevrolet Sault Ste. Marie, ON	2022/23 Chevy Silverado	180 working days	\$131,200.00	Meets Specifications License Fee Extra

Note: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed fair and equitable.
The total cost to the City will be \$133,509.12 including the non-rebatable portion of the HST
It is my recommendation that the tendered price, submitted by Prouse Chevrolet, be accepted.

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Corporate Services

RE: Purchase from Lease for One (1) Backhoe

Purpose

Attached for Council's information and consideration is a request to purchase one (1) Backhoe 440 CAT from upcoming end of lease October 2022, required by Public Works and Engineering Services. Staff is seeking Council approval of the recommendation.

Background

Public Works currently leases four (4) Backhoe units seasonally during construction season, through Toromont CAT which ends October 2022. During this agreement Toromont has upgraded the units to 2020 models. Public Works proposes to purchase one of the return lease units, Backhoe 440 Cat.

Analysis

As indicated this is a 2020 model upgraded by vendor. The unit has proven reliable over the past 2 seasons and would carry a 3-year remainder of a 5 year warranty. Equipment availability and pricing in today's market contributes to the decision to purchase one of the leased units at this time.

This Purchase option is more beneficial to the City over the remaining useful life both financially and operationally. Use of purchased equipment is not constrained by allowed hours under the terms of the lease. Unlimited hours available allows for use of the equipment for other service requirements and extends usage beyond the now limited 26 week lease period annually.

The request is in accordance with Purchasing By-law section 22 3) d) the City has a rental contract with a purchase option and such purchase option is beneficial to the City.

Financial Implications

The total purchase price quoted for the 2020 Backhoe 440 CAT including remaining warranty is \$151,872.73 including the non-rebatable portion of HST.

Purchase from Lease for One (1) Backhoe

July 11, 2022

Page 2.

Council approved the allocation of \$1,384,830 for Public Works Equipment which included acquisition of this equipment for \$180,000.

The tendered amount can be accommodated 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 July 11, 2022 be received and the quotation for the purchase (from lease) of one (1) Backhoe 440 CAT as required by Public Works and Engineering Services from Toromont CAT, at their price including remaining warranty of \$149,246.00 plus HST be approved..

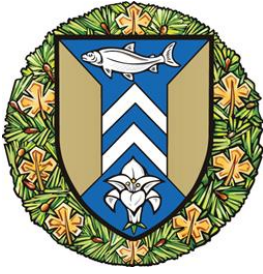
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Lisa Petrocco, CPA, CGA Manager of Taxation
DEPARTMENT: Corporate Services
RE: Registration of Tax Arrears Certificates and Sale

Purpose

Staff is seeking Council approval to proceed with the registration of tax arrears certificates and sale in accordance with the *Municipal Act, 2001*.

Background

Attached is a listing of properties recommended for the registration of tax arrears certificates and sale.

The steps in the tax sale process are as follows:

1. City Council endorses a resolution for the Manager of Taxation to proceed.
2. Manager of Taxation mails "Farm Mediation Service" notice to property owner, allowing assessed farmers a 15-day appeal forum.
3. Registration of Tax Arrears Certificate on Title.
4. First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
5. Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
6. Redemption period expires 365 days from the date of registration.
7. Begin advertising in the Ontario Gazette and the Sault Star following the 365-day redemption period.
8. Manager of Taxation conducts Tax Sale.
9. Preparation of Documentation and Registration of Tax Deeds for properties sold at Tax Sale in the Fall of 2023.

Analysis

Not Applicable.

Financial Implications

The properties listed represent \$638,362.27 in outstanding tax revenue.

Strategic Plan / Policy Impact

Not Applicable.

Recommendation

It is therefore recommended that Council take the following action:

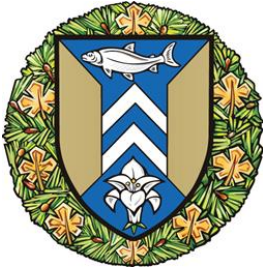
Resolved that the report of the Manager of Taxation dated July 11, 2022 concerning Registration of Tax Arrears Certificates and Sale be received and that the Manager of Taxation be authorized to commence Tax Sale proceedings in accordance with the *Municipal Act*, 2001.

Respectfully submitted,

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
l.petrocco@cityssm.on.ca

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2022 07 11
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
PROPERTIES REGISTERED FOR TAX SALE 2023

PARCEL NO.	ROLL NUMBER	PROPERTY ADDRESS	PROPERTY DESCRIPTION	TAX CLASS	ASSESSMENT	TOTAL TAXES OUTSTANDING
1	010037064500000	00000 SIMON AVE	PLAN M298 BLOCK A	RT	\$ 2,300	\$ 379.98
2	020042094000000	00458 QUEEN ST E	PLAN 291 LOT 3 LOT 4	CT	\$ 196,000	\$ 33,161.59
3	030016005110000	00069 VILLAGE CRT	PLAN 1M518 LOT 1PT RP 1R9096 PART 30 31 32 PCL 1-6 SEC IM518	RT	\$ 288,000	\$ 14,963.48
4	030056038050000	00072 NORTHERN AVE E	PLAN H732 LOT 94PT RCP RP 1R7452 PARTS 2 TO 7	CT	\$ 378,000	\$ 64,399.32
5	030082048000000	01280 THIRD LINE E	SEC 21 SE1/4 PT PCL 3265 AWS RP 1R8808 PART 1	RT	\$ 375,000	\$ 24,558.03
6	030092015000000	00347 OLD TROUT LAKE RD	SEC 4 NE1/4 PT PCL 1002 AWS	RT	\$ 30,000	\$ 1,940.01
7	040015027000000	00416 PARLIAMENT ST	PLAN 402 BLK 5 LOT 94 PT LOT 95 PT RP 1R5203 PART 9 PART 8 PT	RT	\$ 105,000	\$ 6,232.21
8	040015105000000	00389 NORTHLAND RD	PLAN 402 BLK 5 LOT 19 LOT 18PT	RT	\$ 134,000	\$ 9,127.31
9	040020034000000	00060 LONDON ST	PLAN 8454 LOT 86	RT	\$ 90,000	\$ 43,436.56
10	040020115000000	00013 RAILROAD AVE	PLAN 19938 LOT 545	RT	\$ 38,000	\$ 2,250.07
11	040023002000000	00019 WELLINGTON ST E	PLAN 1219 LOT 5	CT	\$ 47,500	\$ 11,132.27
12	040023156000000	00019 ABBOTT ST	PLAN 1219 LOT 33	RT	\$ 78,000	\$ 7,555.29
13	040023158000000	00013 ABBOTT ST	ST MARY'S REGISTRY PLAN 1219 LOT 35	RT	\$ 42,000	\$ 22,213.75
14	040023186000000	00180 GORE ST	PLAN 1219 LOT 20 LOT 21	CT	\$ 142,000	\$ 24,646.32
15	040024029000000	00149 GORE ST	PLAN 4050 LOT 1PT LOT 2PT	CT/RT	\$ 125,000	\$ 80,071.74
16	040026035000000	00172 ALEXANDRA ST	PLAN 7999 LOT 57	RT	\$ 44,500	\$ 4,530.14
17	040026038000000	00201 JOHN ST	PLAN 12983 LOT 71NPT TO LOT 73NPT	RT	\$ 95,000	\$ 88,967.28
18	040031011000000	00633 QUEEN ST W	ST MARY'S TOWN PLOT LOT 4PT LOT 5PT S/S QUEEN ST W	RT	\$ 82,000	\$ 4,468.24
19	040031107000000	00107 HURON ST	ALGOMA PT LAND PT WATER LOT PT ST MARYS ISLAND RP 1R13279 PARTS 14 AND 19 PT PARTS 13 AND 38	CX	\$ 152,000	\$ 75,598.74
20	050013158000000	00303 KORAH RD	PLAN M30 LOT 68 PCL 213 AWS PLAN M30 LOT 69 PCL 136AWS	CX	\$ 157,000	\$ 16,359.98
21	050013158010000	00307 KORAH RD	PLAN M30 LOT 70 PCL 158 AWS	CX	\$ 127,000	\$ 12,505.42
22	050013170000000	00306 KORAH RD	PLAN M30 LOT 52 PCL 869 AWS PLAN M30 LOT 53 N PT PCL 3082 AWS	CT	\$ 245,000	\$ 33,400.77
23	050013171000000	00302 KORAH RD	PLAN M30 LOT 53 PCL 291 AWS	CX	\$ 120,000	\$ 10,248.69
24	050041111000000	00044 CABOT CRES	PLAN H669 LOT 167	RT	\$ 246,000	\$ 14,373.94
25	060070265000000	00028 VICTORIA ST	PLAN 58 LOT 381 382 384	RT	\$ 110,000	\$ 29,058.29
26	060070266000000	00024 VICTORIA ST	PLAN 58 LOT 385	RT	\$ 23,000	\$ 2,782.85
						\$ 638,362.27



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: John Rhodes Community Centre High Mast Field Lighting
Football Field Install

Purpose

Attached for your information and consideration is a summary of the tenders received for High Mast Field Lighting – JRCC Football Field (supply and install), as required by Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

Background

The JRCC Football Field Lighting recently encountered issue with current lighting operations as well as sourcing challenges for replacement bulbs on current system. This change was planned within the 2022 capital budget. A lighting consulting firm assessed the area and recommended Cooper Lighting fixtures to be installed.

The tender was publicly advertised and tender notifications were forwarded to all firms on our bidders list. A pre-bid site meeting was mandatory of which one (1) interested bidder attended. Tenders closed 12:00 noon, local time (Eastern) on June 29, 2022.

Analysis

Submission from one (1) bidder was received prior to closing deadline:

S & T Electrical Contractors Ltd.

The tender received has been thoroughly evaluated and reviewed by city staff and the low tendered price, meeting specifications, has been indicated on the attached summary.

Financial Implications

The low tendered price, meeting specifications, will result in a total expenditure of \$238,044.12, including non-rebateable HST.

Funding in the amount of \$193,000 was approved in the 2022 Capital Budget for this project. The shortfall of \$45,044.12 can be accommodated through the 5% Subdivider Reserve Fund.

Strategic Plan / Policy Impact

Upgrades of Existing Infrastructure are included in the 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 Manager of Purchasing dated July 11, 2022 be received and that the tender for supply and install of High Mast Field Lighting John Rhodes Community Centre Football Field from S & T Electrical Contractors Ltd., at their low tendered price, meeting specifications, of \$233,927.00 plus HST be approved;

Further that the 5% Subdivider Reserve Fund be utilized to fund the shortfall, less any incentives received.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: June 29, 2022
File: 2022CDE-CS-AR-09-T

SUMMARY OF TENDERS
HIGH MAST FIELD LIGHTING - JRCC FOOTBALL FIELD

<u>Firm</u>	<u>Work Completed</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
S & T Electrical Contractors Ltd. Sault Ste. Marie, ON	10 w/days (8 wk product)	\$233,927.00	Meets Specifications

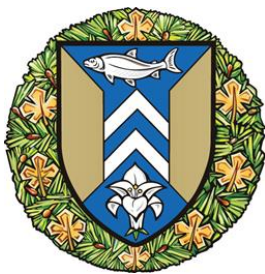
Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed fair and equitable.

The total cost to the City will be \$238,044.12 including the non-rebatable portion of the HST

It is my recommendation that the tendered price, submitted by S & T Electrical Contractors Ltd., be accepted.

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

July 11, 2022

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: Youth Hub Project

Purpose

The purpose of this report is to seek Council approval for a contribution from the Community Development Fund – Social Equity Program to support the establishment of a youth hub in Sault Ste. Marie.

Background

A significant group of community organizations came together to submit an application to Youth Wellness Hubs Ontario to establish a youth hub in Sault Ste. Marie. The application was successful and operational funding of \$500,000/year for two years has been approved. The partners involved in the project include:

- Sault Ste. Marie District Social Services Administration Board
- Algoma Family Services / AFS Foundation
- Canadian Mental Health Association – Algoma
- John Howard Society
- Algoma Public Health
- Indian Friendship Centre
- Children's Aid Society Algoma

The goal is to create a safe place where youth 12 -25 can access services to assist with:

- Mental Health / Substance Use
- Health Promotion
- Employment Counselling
- Food security
- Housing and Income Support
- Cultural and LGBTQ2+ Support
- Anti-Human Trafficking

- Child Protection

Currently, there is no dedicated drop-in space for youth to access in Algoma. To access services youth must navigate a fragmented service system that becomes a barrier in and of itself to obtaining service. Youth mental health and substance use challenges are disproportionately higher than the rest of the Province, and have been exacerbated by the pandemic.

The proposed youth hub services will be provided by a multi-agency collaborative with the goal of a one-stop shop for youth. Services will include:

- Individual counselling/support
- A safe place for youth to access free internet to:
 - Access virtual services
 - Complete job and information searches
 - Complete school work
 - Spend leisure time / connect with other youth
- Meal preparation (community kitchen)
 - Sourcing and preparing food – culture based
- Psycho-therapeutic and Psych-educational groups
 - Mental health and also substance use
 - Art and music therapy – culture based
 - Life skills – Anger Management, Self-Esteem, Relationship, etc.
 - Anti-human trafficking – Education/Awareness/Intervention
- Health Education
 - Ranging from support to young parents/adolescent pregnancies, to harm reduction services, to health promotion on immunization or sexual health
- Access to:
 - Free Wi-Fi
 - Literature on available services and self-help resources
 - Clothing and food
 - Naloxone kits & Harm Reduction Services / Birth Control / Menstrual products
 - Cultural services/activities – Indigenous, Francophone and Newcomer
 - Income Supports and Basic Needs
 - LGBTQ2+ support

The partners identified a building located at 124 Dennis Street, the former Oddfellows Hall, which is currently for sale and offers a number of amenities conducive to the operation of a youth hub. The Sault Ste. Marie District Social Services Administration Board submitted a conditional offer to purchase the building. Social Services plans to enter into a long-term lease with Algoma Family Services in order to enable the project to proceed.

A request is being made to the City of Sault Ste. Marie to contribute \$100,000 from the Community Development Fund – Social Equity Program to support this community project.

Analysis

The FutureSSM Community Development strategy included Social Equity as a pillar for community development. The strategy also identified that the community should invest in its youth to help ensure that youth finish high school and see the community as a safe, welcoming and inclusive place that supports their wellbeing.

In February 2017, the Ontario government announced funding for integrated service hubs across the province to address gaps in the youth service system. Fifteen hubs are now being established to serve as fully integrated “one-stop-shops” for youth aged 12-25, to address their needs related to mental health, substance use, primary care, education training, employment training, housing, and other community and social services.

Funding from Youth Wellness Hubs Ontario will provide the \$500,000 per year for operating funds for Sault Ste. Marie. In addition, Youth Wellness Hubs Ontario is able to provide \$100,000 for the purchase or capital upgrades of the building. While it is hoped the location at 124 Dennis Street advances, the stakeholders may have to look at other options should an agreement not be finalized. It is felt a contribution from the City towards this worthwhile project is appropriate and a youth hub will provide valuable services to youth in the community.

The Social Equity Committee has reviewed the application and has provided a recommendation to City Council to support this project.

Financial Implications

The Community Development Fund currently has \$1,155,033 in reserve. There is not a specific Social Equity Program stream of funding so the \$100,000 support would come from the reserve balance.

Strategic Plan / Policy Impact

The Youth Hub project aligns with the Corporate Strategic plan which includes developing partnerships with key stakeholders within the Community Development focus area.

As mentioned, the FutureSSM community development strategy included a number of recommendations to invest in youth development and ensure the community offers a safe, welcoming and inclusive place that supports their wellbeing.

Recommendation

It is therefore recommended that Council take the following action:

Youth Hub Project

July 11, 2022

Page 4.

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 11, 2022 concerning the establishment of a Youth Hub be received and that a contribution of \$100,000 towards the leasehold improvements for a building to host the youth hub be approved.

Respectfully submitted,

Tom Vair

Deputy CAO

Community Development & Enterprise Services

(705)759-5264

t.vair@cityssm.on.ca

Project Application:
CDF – Social Equity Program
July 6th 2022

Project Name:

Youth Wellness Hubs Ontario: YWHO – Algoma Region (Dennis St. Youth Hub)

1. Eligible Applicants Eligible Applicants include non-profit organizations and City departments. Social equity seeking groups are encouraged to apply in partnership with an organization that meets this criteria and collaboration is encouraged.

3. Application Requirements Applicants will complete the following application information, provide a covering request letter, and will provide the necessary supporting documentation to support their request. The application will include a project plan, which outlines:

3.1. Applicant Information

- **Legal name of business/organization**

Algoma Family Services (Child and Youth Mental Health Lead Agency)

- **Names of Officers, Directors & Principals**

Ali Juma CEO Algoma Family Services - Ali Juma, CEO ajuma@algomafamilyservices.org

- **History of Organization**

Algoma Family Services is a provider of specialized services for children, youth, and adults and delivered by a team of skilled professionals. **Our work is focused in the following key areas:**

- Child and youth mental health services.
- Specialized programs for youth substance use, young offenders and family violence.
- Community Partnerships, as a lead sponsor for a number of programs with local collateral agencies.

- **Organization mandate**

Incorporated in 2001 from an amalgamation between Algoma Child and Youth Services, and the Family Counseling Centre of Sault Ste. Marie, Algoma Family Services is a multi-service not-for-profit transfer payment organization funded and regulated by the provincial government of Ontario and governed by a voluntary board of directors. Algoma Family Services is a specialized service provider of child and youth mental health, youth justice assessment and counselling, youth addictions, family violence assessment and counselling, and community-based services that include:

- Canadian Prenatal Children Program
- Community Action Program for Children
- Community Kitchen
- Life Skill Program for Youth- Rebound North
- Student Nutrition
- Supervised Access

- Tele-Mental Health
- Triple P Parenting

Our regulations fall within the following acts:

- Child and Family Services Act (CFSA)
- Education Act
- Occupational Health and Safety Act
- Youth Criminal Justice Act

Our services are contracted through the following provincial Ministries:

- Ministry of the Attorney General
- Ministry of Children, Community, and Social Services
- Ministry of Health
- Ministry of the Solicitor General

As well, Algoma Family Services contracts with the:

- Algoma District School Board
- Garden River Wellness Centre
- Huron Superior District School Board
- Public Health Agency of Canada
- Maximus Rose Living Benefits, Inc.
- Sault Ste. Marie District Social Services Administration Board
- United Way

• **Key contact for initiative**

Ali Juma, CEO ajuma@algomafamilyservices.org

• **Contributing partners**

- Sault Ste. Marie District Social Services Administration Board
- Algoma Family Services / AFS Foundation
- Canadian Mental Health Association – Algoma
- John Howard Society
- Algoma Public Health
- Indian Friendship Centre (Soon to be named Indigenous Friendship Center)
- Children's Aid Society Algoma

• **References**

This application was approved by the Social Equity Committee on July 6th 2022

3.2. Project Information

• **Project description**

Utilizing a dedicated space for a youth wellness hub, Algoma Family Services, in collaboration with our community partners, will deliver a walk-in, stepped care model of developmentally appropriate and evidence-based addictions, mental health and primary care services, as well as other social, vocational and community services, in an integrated service model to youth aged 12 to 25. We shall ensure services

are perceived as appropriate and engaging by diverse youth and families; including, but not limited to, offering culturally-specific supports and inclusion-focused services to meet the needs of Indigenous youth, Black youth, youth of colour, Francophone youth and other youth who have historically been underserved.

• Objectives

The hub will provide rapid access to services, for 30 hours per week at minimum, improved transitions of youth among providers across the care continuum, and improved service experience to enhance clinical outcomes for youth. Algoma Family Services will develop partnerships to provide multiple integrated services through a combination of YWHO funded supports and in-kind services. Algoma Family Services will staff a Youth Wellness Team (YWT) based at the Hub consisting of mental health and addictions clinicians, primary care providers, peer support workers, intake coordinators and care coordinators. All staff providing supports at the Hub regardless of the service they provide, and regardless of whether they are funded through YWHO or contributing in-kind service, agree to subscribe to the YWHO Model Core Components and the YWHO Values.

• Performance Targets / Evaluation

As a recipient of funding from Youth Wellness Hubs Ontario, Algoma Family Services and Partners will be evaluating the project and its objectives using the following criteria:

YWHO's evaluation is ongoing and centered on its core components. Evaluation includes getting comprehensive, standardized input from people with all types of involvement with hubs (for example, those who receive services and those who provide services). This happens through qualitative and quantitative data collection methods

Evaluating care of youth receiving YWHO services involves a minimum data set (MDS). Using MDS data in combination with other forms of data ensures that YWHO has standardized measurement of things like:

- What youth and family think of their care
- Social and psychological functioning of youth
- Wait times for services
- How effectively services work together within the hubs to better serve youth
- How engaged youth and family are in the development of hubs, locally and provincially

My Wellness Passport (MWP) is YWHO's data collection platform. MWP hosts a suite of clinical tools and assessments used to collect information and data to inform measurement-based care. Measurement-based care is the systematic evaluation of symptoms before or during a clinical service visit.

Results are used to inform decision-making about treatment for youth. For more information about measurement-based care, refer to the YWHO core components.

This platform provides an interactive method of collecting data, supports service providers in providing care to youth and family members/caregivers, and facilitates the reporting of this information at both the individual and site level

- **Methodology and timing (including key dates for progress reports and final report to Council)**

See Schedule A (attached): Youth Wellness Hubs Ontario Provincial Reporting
Annual report to be made to council for 2 year duration

3.3. Costs and Financing

- **Detailed project costs**

Labour Costs	Funding Amount
Youth Wellness Team in place at each Site:	
o MHA Clinician	\$ 120,000
o Nurse Practitioner	\$ 80,000
o Intake Coordinator	\$ 75,000
o Peer Support Worker	\$ 75,000
o Care Coordinator	\$ 100,000
Total per Site	\$ 450,000
Non-Labour Costs	
Site central administration costs (such as rent, utilities, insurance, office expenses), and youth programming-related expenses (such as honoraria for local youth and family advisors, food and transportation, including the purchase and maintenance of vehicles)	\$ 50,000
Total Program Funds	\$ 500,000

- **Financing arrangements (e.g., equity, loans, etc.) and funding partners**

The MOH is making available \$500,000 for two years (maximum funding \$1000,000) to establish a Youth Wellness Hubs Ontario site. Funding from the Province will provide operating funds for Sault Ste. Marie.

- **Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.**

Upon the initial funding approval of the AFS application to Youth Wellness Hubs Ontario, it was proposed that the new youth hub be located in the existing DSSAB Shelter at Pauline's Place. However, due to increased demand for adult shelter services and additional beds, the original location can no longer accommodate the youth hub. An alternate location at 124 Dennis Street (the former Oddfellows Hall), in the downtown core and in close proximity to the IFC is proposed. As such, an additional capital contribution from the city is required to purchase the building. This worthwhile investment is highly appropriate since a youth hub will provide valuable services. While there is no specific stream of funding for Social Equity related projects, The Community Development Fund currently has \$1,155,033 in reserve, and given the significant need for youth supports in the community, we feel that a \$100,000.00 commitment from the ,CDF is a worthwhile investment.

3.4 Social Equity Benefits

- **Description of how the project addresses one or more of the key focus areas of social equity:**

This initiative will address the key areas of social equity relating to strengthening the relationships with Indigenous peoples and communities to Improve safety, and Improving the growth and development of children and youth by providing direct, intense, support services for marginalized youth (ages 12-24) in a youth oriented safe space with integrated cultural supports. Partnership with the soon to be named Indigenous Friendship Center will ensure that Indigenous youth receive specific programming to meet their needs since they are disproportionately represented within social service provision.

3.5 Community Benefits

- **How the project compliments other local initiatives**

The Youth Wellness Hub, in conjunction with partners from the Sault Ste. Marie and Area Drug Strategy Committee and support from the Algoma Leadership Table will be the first step toward formalizing a community-based approach to stem the tide of mental health, substance use and addictions challenges among youth in the city and district. Based on the data collected in the 2019 Sault Ste. Marie Drug Strategy Report, 62 recommendations were made to attend to the opioid and mental health crisis in our community. Narrowed down to 12 priorities, of most importance was a focus on youth “to increase treatment capacity and expand access to community-based mental health and substance use services” in a safe, easy to navigate, and welcoming space. The AFS application to Youth Wellness Hubs Ontario and work to develop a youth hub was a direct response to these community calls to action.

- **Impact on the community as a whole**

Our community is in the midst of an opioid epidemic, and, since the onset of the pandemic, youth mental health and addictions struggles are on the rise. Under the veil of the pandemic, youth homelessness, hospital admissions, suicide, drug overdoses, and mental health challenges have unfortunately flourished. To be sure, in Northern Ontario, mental health and substance use challenges are much greater than in urban centres due to geographic isolation, lack of adequate support, treatment resources, a greater concentration of high-risk groups (Indigenous), a higher degree of poverty and homelessness, and our boom and bust resource-based economies.

The Northern reality, specifically Algoma, is revealed in the following statistics:

- Rates of addiction for dangerous drugs (e.g. fentanyl), are increasing and are higher in the Algoma District than in other parts of Ontario.
- Rates of mental illness are on the rise. Rates of hospitalization for mental illness or addictions in the Algoma District are over 200% higher than in other parts of Ontario.

Algoma communities are particularly impacted by opioid-related harms:

- Preliminary data shows there were 26 opioid-related deaths in 2018, translating to a rate of 22.7 per 100,000 people, more than double the rate of Ontario at 9.7 deaths per 100,000 people.
- The number of annual hospitalizations for addictions or mental illness in Algoma is 553.9 per 100,000 people, which is triple the provincial rate of 184.3 per 100,000 people.

(Source: Ontario Mental Health and Addiction Research and Training Institute proposal, 2019, p. 3).

- Ranked #1 as the highest rate of opioid poisoning related emergency department visits compared to Ontario and Alberta with a population of 50-000-99,999 (CIHI, 2019)
- Ranked #8 in the top 15 highest number of opioid poisoning hospitalizations by Census subdivision, Canada, 2017. (CIHI, 2018)

With no clear end in sight, concern for the well-being of our youth grows, with a 20% surge in requests for in person service from Algoma Family Services since reopening in August of 2021. Currently, Algoma Family Services is the only youth addictions counselling service provider in Algoma. With just three counsellors each carrying a caseload in excess of 50 youth, AFS resources, singularly, are inadequate to meet service demand, and cannot conduct prevention work. Additionally, due to increased demand, without youth specific programming, our hospital system will continue to ineffectually shoulder this epidemic. In 2018/19, three AFS clients died because of a substance use overdose or complications. These losses create a tremendous ripple effect throughout the community, across families, friends and social networks. Additionally, the significant connections our counsellors have with their clients leave the counsellors emotionally vulnerable when they die. As such, staff leaves taken to attend to their mental health further compound our ability to ensure clients get the help when they need it.

Given these challenges, the development of a dedicated youth space with well partnered, integrated, and specialized support along a continuum of care for acute mental health and addictions intervention, counselling, housing, vocational supports, prevention programming, cultural support, and development of prosocial networks, will be a significant upstream investment to ensure youth in the community have what they need to thrive. Additionally, it will ensure that a community of service providers recognises a shared responsibility for their wellbeing. A Healthy, active, and well-supported youth population is vital to the overall growth and strength of our future community.

Administrative Details

City staff may request further information and clarification from the proponent. For processing, all applications will be sent to: Tom Vair Deputy CAO, Community Development & Enterprise Services 99 Foster Drive, Second Level Sault Ste. Marie, ON P6A 5X6 Telephone enquiries: (705) 759-5308 E-mail: t.vair@cityssm.on.ca

4. Process for Evaluating Proposals

4.1. The Community Development & Enterprise Services Department will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.

4.2. The City Finance, through the CD&ES, will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, etc.)

4.3. Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Social Equity Committee for recommendation to City Council.

4.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package, which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.

4.5. City Council will make the final decision regarding the approval of financial contributions.

5. Accountability, Monitoring and Reporting of Results The following will be expected from the successful applicants:

5.1. Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.

5.2. Progress reports as outlined in their application timetable and proposal to City Council.

5.3. A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community.

5.4. A complete report of all revenues and disbursements for the project within 6 months of completion of project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit project. The Social Equity funds are provided on a reimbursement basis, i.e., an organization incurs the cost, provides invoices to the City in a claim report and the City's contribution level to the project is then provided. Where other levels of government or other funding programs are involved, the City will receive claim packages as submitted to the other funding agencies and pay their proportional share of approved and eligible project costs.

6. Individual organizations must demonstrate the following:

- Community benefit – clear, measurable benefits to the community
- Appropriate financial reporting and controls that demonstrate the financial capability and capacity to manage the project.
- Accountability of organization with clear identity, appropriate organizational structure and capacity to deliver project
- Involvement of multiple partners in planning, doing or evaluating the work (where appropriate)
- Support from individuals who are knowledgeable about the sector and/or the initiative

7. The organization must have a clearly stated purpose and function and must be fully responsible for the planning and provision of its services.

8. The organization must demonstrate the need for funding

9. Where appropriate, organizations should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program.

10. The organization shall provide evidence that it has fully explored other sources of financial support, including upper levels of government, foundations, private industry, fundraising, user fees, etc.

11. The organization must provide the appropriate financial and organizational information (where appropriate):

- Copies financial statements and/or annual budget
- Business plan or corporate strategic plan
- If the organization is currently funded by the City, indicate the percentage of costs the City funds
- No significant past deficits or large, unrestricted reserve funds or accumulated surplus

12. An organization must be able to monitor outcomes and be able to evaluate activities for which the grants were received. It must be willing to participate in an evaluation process of its service standards and attainment of objectives and a project summary within one year of project completion.

Schedule A – Network Lead Responsibilities

Integrated Walk-In Youth Service:

The Network Lead agrees to

- Provide a walk-in, no/low barrier, developmentally appropriate set of evidence-based services to youth ages 12-25
- Provide substance use, mental health, primary care, peer support, and care coordination, together with other services including education, vocational/employment, housing, engagement, among others, in an integrated service model.
- Provide services perceived as appropriate and engaging by diverse youth and families. Including, but not limited to, offer culturally-specific supports and inclusion-focused services to meet the needs of Indigenous youth, Black youth, youth of colour, Francophone youth and other youth who have historically been underserved.
- Provide rapid access to services, improved transitions of youth among providers across the care continuum, and improved service experience to enhance clinical outcomes for youth.

The Network Lead will offer the aforementioned integrated services through a combination of funding and in-kind contributions from network partners.

Hours of Operation:

The Network Lead agrees to offer substance use, mental health, primary care, peer support, and care coordination services 30 hours per week at minimum. Hours of operation will prioritize access for youth populations.

Youth Wellness Team:

The Network Lead agrees to staff a full-time Youth Wellness Team (YWT) that includes the following positions:

- Mental Health & Addictions Clinician
- Nurse Practitioner
- Intake Coordinator
- Peer Support Worker
- Care Coordinator

As long as the five functions of care are provided at the Hub and appropriately meet the local demand for each service, the FTEs and the titles of the roles can vary, with a minimum of 5.0 FTEs. The Network Lead may, once the five positions listed above are established, use funding to hire a Hub Manager position. The Network Lead will share with the YWHO Provincial Office an outline of the functions of the YWT in place and the number of FTE for each function on an annual basis.

Partner Collaboration:

In order to support the delivery of the Network Lead Responsibilities, the Network Lead agrees to form partnerships with other services and incorporate in-kind contributions to offer an integrated service that meets the holistic needs of youth. These partners have indicated their commitment to the Network Lead by signing Schedule D – confirming their willingness to participate in the Hub. In-kind partnerships can still be formed to provide functions within the YWT, as long as these are able to operate within the YWHO model core components (“Core Components”) and the parameters outlined under Schedule A.

Subscribing to YWHO Model & YWHO Values:

All staff providing supports at the Hub regardless of the service they provide, and regardless of whether they are funded through this agreement or contributing in-kind service, agree to subscribe to the YWHO Model Core Components and the YWHO Values:

- Youth and family engagement
- Integrated and collaborative care of youth
- Measurement-based care (use of standardized measures and outcome evaluations)
- Harm reduction
- Equity-based principles and inclusivity of access
- Trauma-informed care
- Culturally appropriate care
- Care informed by anti-oppressive and anti-racist practice
- Working within multi-disciplinary/agency network
- Integrated/coordinated service pathways
- Low/no-barrier service offerings for youth

YWHO Mental Health and Substance Use Service Provision:***1) Stepped Care Model Summary:***

The Network Lead agrees to offer high quality services through a “stepped care” model of care matched to the level of need – this is an individualized treatment approach across all services. This model is evidence-based and informed by youth and families. Services are offered either in person or virtually. The following provides a high-level breakdown of the stepped care mental health and substance use service provision model.

Low intensity need service provision model (e.g., low risk of self-harm/suicide/psychosis, adequate functioning, low severity substance use and/or mental health concerns [or low treatment readiness]):

- Standardized screening
- Solution-Focused Brief Therapy, brief motivational enhancement (or other evidence-informed brief intervention)
- Other low intensity evidence-based interventions
- Evidence-informed family support service

- Care navigation, outreach, peer support, psychoeducation

Moderate-intensity needs service provision model (e.g., low to moderate risk of self-harm/suicide/psychosis, experiencing some functional impairment and/or moderate severity substance use and/or mental health concerns OR low intensity services insufficient):

- Low intensity services, PLUS:
- Evidence-based interventions/structured psychotherapy
- Access to crisis support (e.g., through a crisis support pathway)

High-intensity needs service provision model (e.g., high risk for self-harm/suicide/psychosis, experiencing functional impairment and/or high severity substance use and/or mental health concerns OR moderate intensity services insufficient):

- Moderate intensity services PLUS psychiatric response – Psychiatrist/Nurse Practitioner (in-person or telepsychiatry; medication consultation)
- Addictions specialist assessment/consultation
- Access to crisis supports (e.g., through a crisis support pathway).
- Supported linkage to other existing higher intensity youth mental health and/or addictions services (e.g., long term psychotherapy, day treatment, inpatient, residential, ongoing psychiatric services, addiction medicine, specialist addiction treatment, withdrawal support).

2) *Enhanced Provision of Substance Use Services:*

The Network Lead agrees to complete a work plan created by the YWHO Provincial Office intended to track progress, to support, and to guide the Network Lead's efforts to build their capacity and provide high quality substance use services to youth.

3) *French Active Offer:*

The Network Lead agrees to complete a work plan created by the YWHO Provincial Office intended to track progress, to support, and to guide the Network Lead's efforts to implement a French Active Offer. The Network Lead agrees to submit the work plan to the YWHO Provincial Office on annual basis to support reporting requirements to the Ministry of Health.

Project Reporting to YWHO Provincial Office:

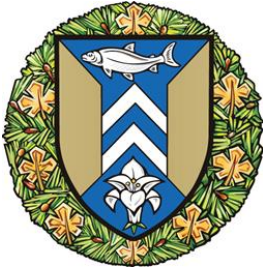
The Network Lead agrees to provide the YWHO Provincial Office with a quarterly narrative project report to fulfill the accountabilities to the Ministry of Health, which can include but is not limited to:

- Implementation status of the full range of Hub services, including status of Core Component implementation, service hours, service offerings, service pathway mapping, and health equity plan implementation.
- A summary of all culturally specific services offered across each Hub to inform service planning.

The Network Lead agrees to meet with the YWHO Provincial Office on a quarterly basis to review the status of the Core Components. These meetings will support accountability and the identification of implementation support needs that will result in establishing goals to inform coaching plans that support the full implementation of the YWHO Model. Quarterly narrative project reports will be due to the YWHO Provincial Office by the third Friday in July, October, and January with the final annual report due May 15th.

Participation in YWHO Provincial Work and Capacity-Building Opportunities:

- The Network Lead will assign an YWHO Provincial Lead to attend monthly YWHO Provincial Meetings and collaborate in provincial efforts hosted by the YWHO Provincial Office.
- The Network Lead will assign a Communications Lead to participate in provincial promotions and communications initiatives.
- The Network Lead will assign a Coaching Champion who will work directly with the YWHO Provincial Office to support Network Lead implementation of Core Components.
- Staff providing services at the Hub will participate in implementation support sessions, trainings and development initiatives hosted by the YWHO Provincial Office that support the advancement and implementation of the YWHO Model (e.g., YWHO Orientation, clinical tools training, data collection, trauma-informed care, anti-racist & anti-oppressive practice, developmentally informed and client-centered care, etc.).
- The Network Lead will monitor staff participation in capacity-building opportunities and report back to YWHO Provincial Office, upon request.



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: On-Demand Transit Service Pilot Update

PURPOSE

This report has been prepared to provide an update to Council regarding the On-Demand pilot for Transit Service and to seek Council approval to enter into a three (3) year agreement with Via Mobility LLC (Via) with the option to extend for two (2) additional years upon mutual agreement.

BACKGROUND

At the Council meeting dated September 24, 2018 the following report of the Director of Community Services was approved by Council.

Resolved that the report of the Director, Community Services, Community Development and Enterprise Services dated 2018 09 24 concerning On-Demand Transit Service be approved and that staff be authorized to issue an Expression of Interest to explore on-demand transit options.

At a Council meeting dated April 1, 2019 the following was approved.

Resolved that the report of the Director of Community Services dated 2019 04 01 be received and that staff be directed to issue a request for proposal to enter into a one (1) year pilot for On Demand Transit Service.

At a meeting dated June 17, 2019 the Manager of Purchasing proposed the following resolution which was approved.

Resolved that the report of the Manager of Purchasing dated 2019 06 17 regarding RFP – On-Demand Transit Technology System be received and that the proposal submitted by Via Mobility, LLC to undertake the provision of an On-Demand Transit Technology System for use by the Transit Division of Community Development and Enterprise Services be approved for a one-year Pilot Project with the option to extend for up to three (3)

additional years by mutual agreement. A by-law authorizing signature of an agreement for this project will appear on a future Council Agenda.

At the meeting held July 15, 2019 the following by-law was passed.

By-law 2019-149 (Agreement) On-Demand Transit. Resolved that By-law 2019-149 being a By-law to authorize the execution of the Agreement between the City and Via Mobility LLC for the provision of an On-Demand Transit Technology System as required by the Transit Division of Community Development and Enterprise Services be passed in open Council this 15th day of July, 2019.

Furthermore, at a meeting dated June 29, 2020 the following resolution was passed.

Resolved that By-law 2020-124 being a by-law to authorize the execution of the Agreement between the City and Via Mobility LLC to continue with a two (2) year extension of service supported by the Agreement approved by Council on July 15, 2019 be passed in open Council this 29th day of June, 2020.

ANALYSIS

The On-Demand pilot project was launched September 8, 2019 utilizing Via's mobile platform application (Appendix A On-Demand Transit Pilot Statistics).

Sault Ste. Marie is a leader in Northern Ontario pioneering on-demand transit technology. Via continues to use SSM On-Demand Transit Service as an example globally on how the service can work in rural market places.

<https://ridewithvia.com/news/via-launches-first-on-demand-deployment-in-ontario-with-sault-ste-marie-transit-services>

Via has 600 partnerships across the globe and continues to implement micro transit services in Canada with the latest launches occurring in Peterborough, Grand Prairie, Quebec City and Newfoundland.

Transit staff have been fortunate to be guest speakers on webinars promoting the service across the Country as leaders in this marketplace.

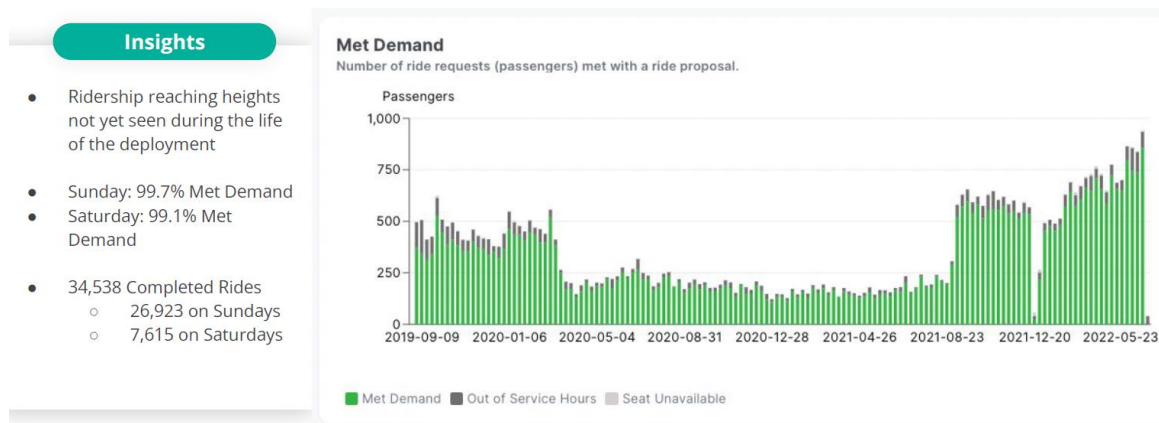
The Pilot commenced running weekly on Sunday evenings between 7:15 p.m. to 12:05 midnight, which had traditionally been a period of low ridership. On-Demand service further expanded to cover Saturday evenings on September 11, 2021. Results are consistent with Sunday evening utilization and provides a different way for users to access for transportation to restaurants and establishments within the community.

Since the launch there have been 34,538 successful trips completed using the On-Demand service, while meeting demand at a rate of 99.5% within service hours.

The City was able to reduce from nine (9) buses, which cover regular routes, to eight (8) buses utilizing on-demand service in a more efficient manner towards the cost of the pilot (Appendix B Pilot Cost information). This has resulted in savings of approximately \$30,000 over the three (3) year timeframe. In addition, there was significant improvement in terms of service delivery as the average wait time for the pilot timeframe was twelve (12.1) minutes versus hour service for regular Saturday and Sunday evenings.

Met 99.5% of the demand since launch

Those being requests that were made during service hours



The response to the service change has been positive as supported by an overall customer rating of 4.5 out of 5 stars. A rating option is offered after completed rides and approximately 20% or 7,200 of the users have made a submission.

A dispatcher remains on duty to support individuals who require who require assistance. The On-Demand service allows passengers to travel from one pre-existing established stop to another at a time as requested without having to transfer buses.

In addition, utilizing on-demand transit eliminates transfers as it is a point-to-point service. Since the launch, 6,446 accounts have been created and of those over 5,554 have made at least one (1) ride request.

While Conventional ridership continues to linger around 55% of historical ridership On-Demand ridership is hovering around 75% of historical ridership thus feeling less long-term impacts from COVID.

Important learning points from the pilot:

- Several passengers requested to be dropped off at a different location from what the algorithm provides. This results in the dispatch needing to cancel

- the ride once the passenger exits this bus for efficiency purposes and shows as a 'Cancelled Ride' as opposed to a 'Completed Ride'.
- A small percentage of the population discontinued to ride Sunday evenings as they do not own a cell phone, or are not open to change. The main factor is that individual behaviours needed time to adapt to change. Via had stated at one point that it typically takes three (3) months for a launch of On-Demand to be successful running at seven (7) days a week, therefore SSM is at a disadvantage as we run this only two days a week for five (5) hours.
 - Saturday and Sunday service is a 1-hour service. The wait time for On-Demand is approximately twelve (12) minutes, which is much lower than the hour service that ran Saturday/Sunday evenings.
 - The distance from any bus stop to a residential space is 450m. The walking distance for On-Demand is between 120 and 180 metres on average (includes virtual stops-safe pick up zones).

Challenges in the execution:

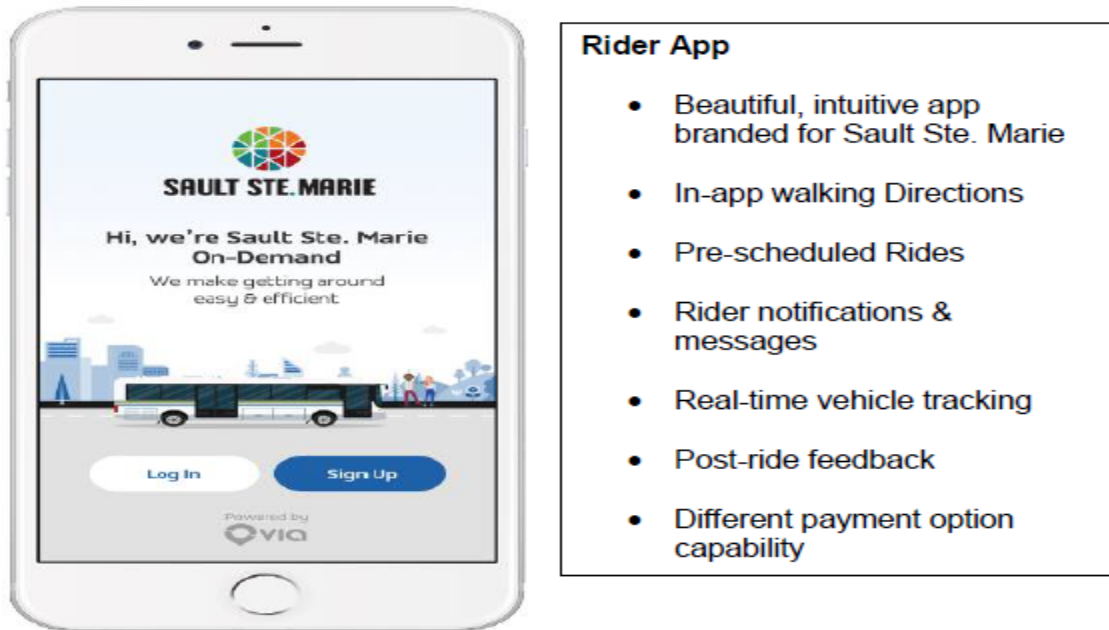
- Infrastructure is limited to 40-foot buses; therefore, we are constricted to driving on the roads that our current routes utilize. This impacts how quickly the bus can get to an individual, and how long it takes that individual to get to their destination. On-Demand is ideally designed to use smaller vehicles that can access residential streets.
- Virtual bus stops were added in addition to our current bus stops. These posed a problem during the winter month's as Operators could often not find the individual waiting for the bus as they did not know exactly where to go. We therefore rely on existing bus stops that are maintained.
- Dispatch was not expected to be ongoing, however to support our users it was maintained for the pilot and is recommended to continue.
- There have also been technical issues that have to be addressed such as issues with the algorithm and tablet connection issues.

Initiatives to support usage:

- A detailed marketing plan was implemented in leading up to the launch.
- Launched a referral program which provided a free ride for any referral.
- Sent out a survey via Survey Monkey in December 2019.
- Continued with social media and radio ads for the duration.
- Sending several push notifications reminding passengers of hours and to ride SSM On-Demand.

Via has been a strong partner throughout the pilot and has a solid reputation. With consumer facing services in New York, City, Chicago, Washington, DC, Amsterdam, London and Milton Keynes. To date they have provided more than 90 million rides. Sault Ste. Marie (SSM) is one of the first smaller markets Via has entered. SSM is often used as an example when promoting their service across

the Country (Appendix – C CUTA Blog Post). As a reminder, here are a few benefits of the App below.



For more information please visit <https://ridewithvia.com/>

What are the plans for future growth and expansion?

Phase 1 - Introduction of accessible vans

Phase 2 - Weekend expansion of hours

Phase 3 - Inter-mobility-Hybrid Model (Fixed line and On-Demand support/integration)

As part of the 2022 budget process Council authorized the purchase of six (6) Accessible Vans to further support the On-Demand service offering. By implementing vans into the fleet it will provide more flexibility in terms of pick up and drop off options for more dense residential neighbourhoods thus improving service delivery. Utilizing smaller units would allow for door-to-door service, reduce wait times and transit could be delivered in a more cost-efficient manner.

The Transit Division continues to research and explore new ways to ensure the most appropriate and timely service is being provided to the community. Many municipalities have since partnered with third parties to provide alternative services to meet consumer demand where conventional service does not support in the most economical means. Staff are recommending that given the success of the pilot and investment into infrastructure that the City continue to sole source and enter into a three (3) year agreement with Via Mobility, LLC. The agreement will

provide for flexibility to expand timeframes as to when on-demand service is offered.

FINANCIAL IMPLICATIONS

Since the launch of the pilot in September 2019 the City has remained within budget while transitioning to On-Demand Service for Saturday and Sunday evenings while improving service delivery. There was a savings of approximately \$30,000 over the three (3) years (Appendix B).

If the current the On-Demand service level remains consistent it would result in approximately \$20,000 annually moving forward. Costs have been covered by reducing a conventional unit from service. The promotion needs of the service can accomplished within the existing marketing budget.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- We will embrace innovative solutions to improve productivity and achieve excellence in customer service.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2022-128 authorizing execution of the three (3) year agreement with option to renew for two (2) additional years appears elsewhere on the Council agenda for approval.

Respectfully submitted,

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



**SAULT
STE. MARIE**

Sault Ste. Marie Transit

May 2022 Service Review

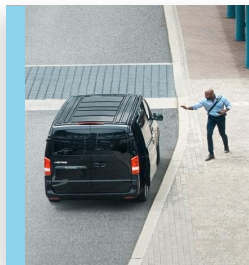


Sault Ste. Marie Service Review

Via Updates

Via's solutions.

Via's platform enables partners to digitize and efficiently manage every component of their transportation system



On-demand public transit

- First-and-last-mile
- Transit deserts
- Replace under-performing bus routes
- Corporate & university shuttles



Paratransit

- Accessible transport
- Health care



School buses

- Routing
- Bus & student tracking



Fixed-route public transit

- Planning
- Scheduling
- Operations



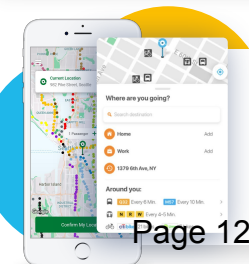
Street design

- Multimodal corridor redesigns
- Network planning



Transit consulting

- Network analysis & optimization
- Advanced simulations



Integrated mobility

- Integrated payments and ticketing
- Multi-modal and multi-leg trip planning

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Our global footprint.

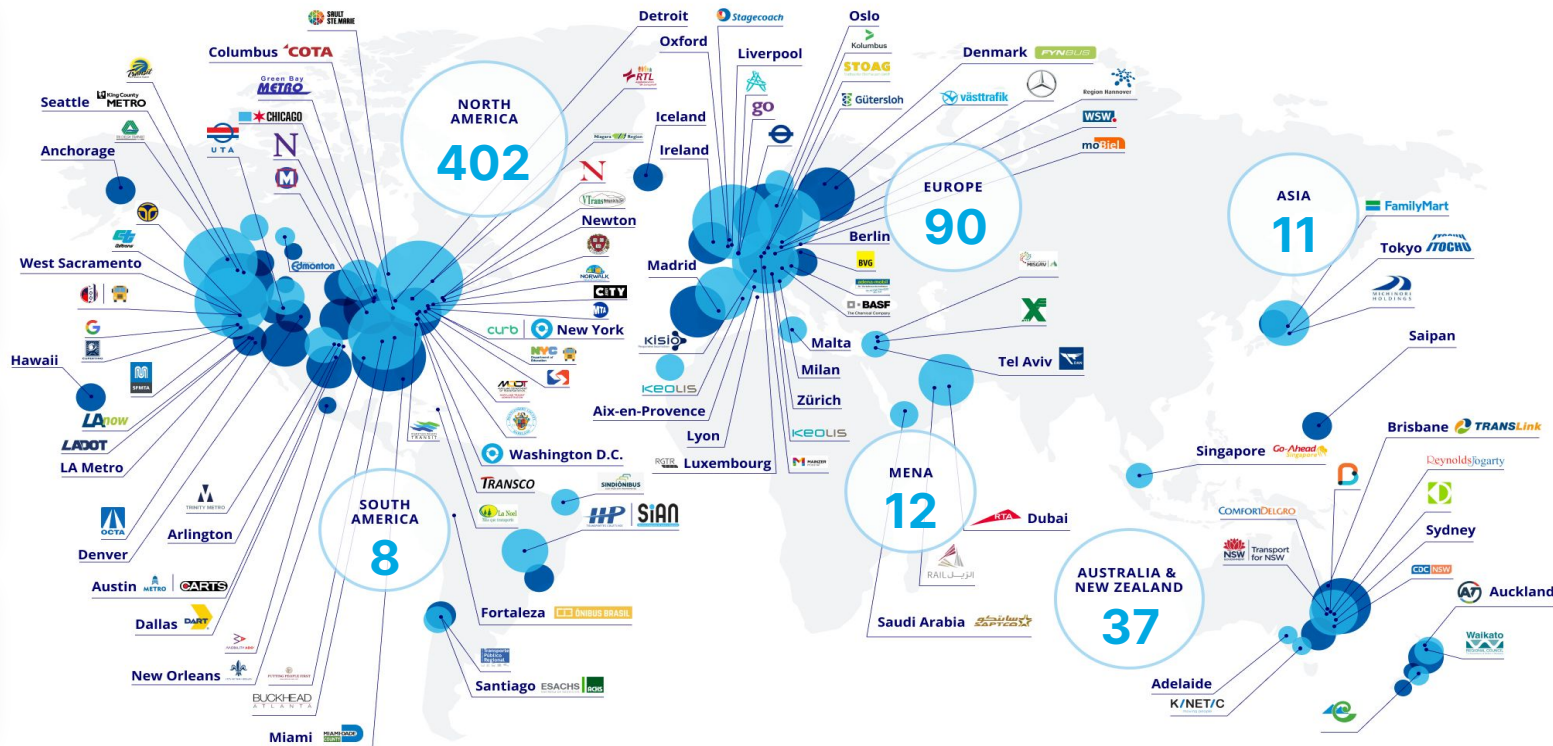
Via is the world's leading provider of advanced public mobility solutions

500+
Partnerships

40+
Countries

350+
Engineers

100M+
Rides



Via Company Overview

Via continues to bring modern transit solutions to Canada



Via implementing a phased approach in Peterborough



Grande Prairie
TRANSIT



Via bringing Microtransit and Paratransit together in Grande Prairie



Successful launch calling for expedited expansions in Quebec City



Delivering the highest paratransit utilization in Newfoundland



Sault Ste. Marie Service Review

Success Alignment

Success Alignment

1.

What is our goal
under a new mandate
from council?

2.

What may hold us back
with council from
receiving a multi-year
extension?

3.

What are our growth
goals for the service?
What's stopping us
from achieving them?



Sault Ste. Marie Service Review

Service Analysis

Performance at a Glance

Since Launch

9

99.6%

Percentage of ride requests made within service hours that were given a ride proposal

5.4

Number of Rides Per Vehicles Per Service Hour

12.1 minutes

Average pickup ETA

383

Weekly active riders

Performance at a Glance

Since January 2022

10

99.2%

Percentage of ride requests made within service hours that were given a ride proposal

9,243

Completed Rides

14.7 minutes

Average pickup ETA

7

Utilization Score since Jan 1



Met 99.5% of the demand since launch

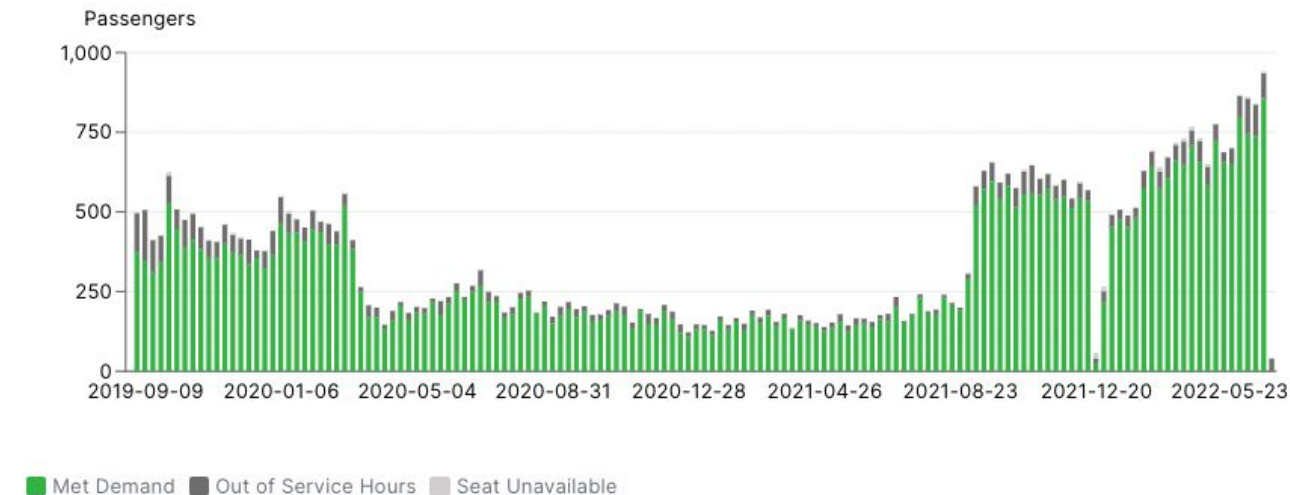
Those being requests that were made during service hours

Insights

- Ridership reaching heights not yet seen during the life of the deployment
- Sunday: 99.7% Met Demand
- Saturday: 99.1% Met Demand
- 34,538 Completed Rides
 - 26,923 on Sundays
 - 7,615 on Saturdays

Met Demand

Number of ride requests (passengers) met with a ride proposal.



Average wait time of 12.1 minutes

With demand steadying, we're looking at a new average closer to 15 minutes

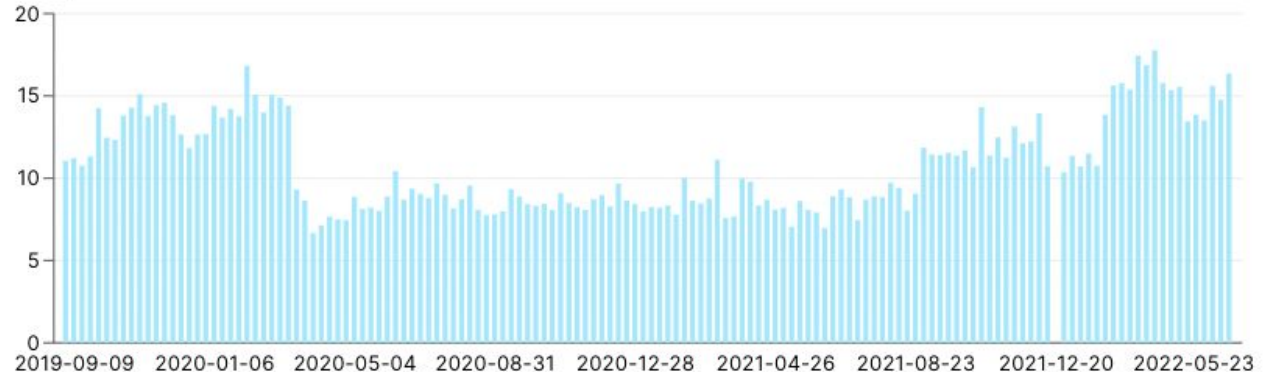
Insights

- Returning to our pre-pandemic level of ETAs
- Average Deviation ETA between scheduled and actual: 1.9 minutes
- Average Ride Rating: 4.5
- Saturday wait time: 14.3 minutes
- Sunday wait time: 11.4 minutes

Average Pickup ETA

Average pickup ETA among all requests where a ride proposal was displayed.

Pickup ETA (minutes)



Average Pickup ETA

Overall utilization rate of 5.4

Though that number is 7+ since September 2021

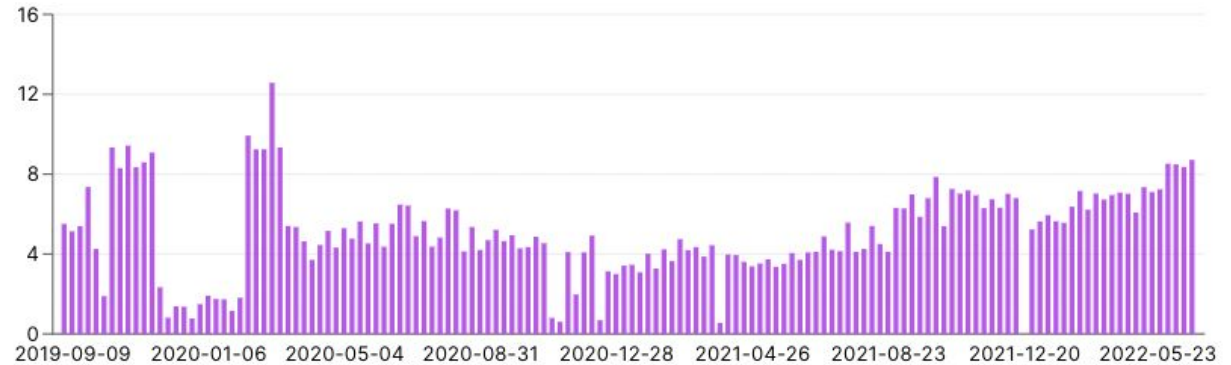
Insights

- As ridership continues to climb, we'll see this number continue to climb as well
- Via's median utilization score globally is 2.5 - we are in very good standing when it comes to operational efficiencies
- Sunday utilization: 5.5
- Saturday utilization: 5

Utilization

Completed rides / net driver hours.

Utilization Rate



Utilization

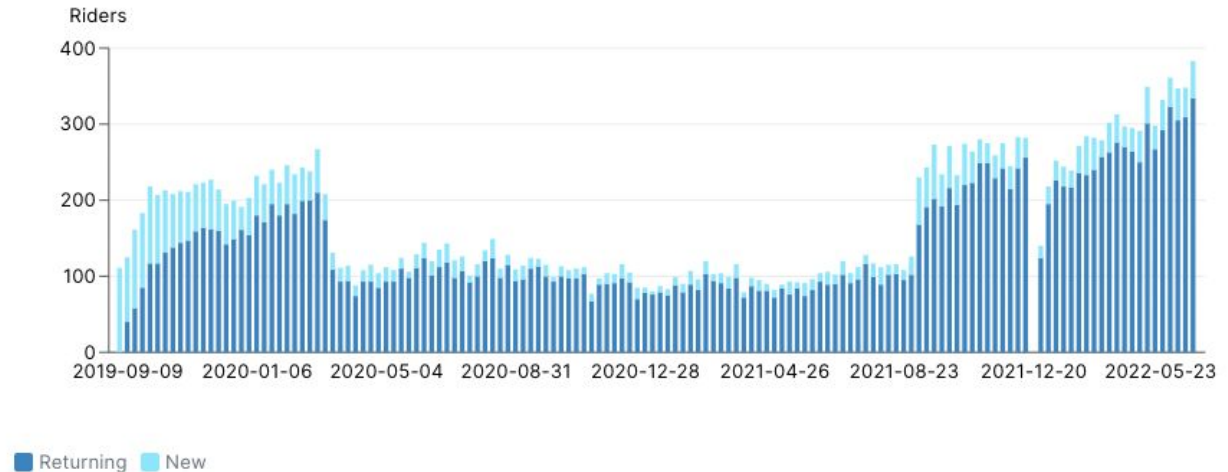
Strong continued growth in riders

Insights

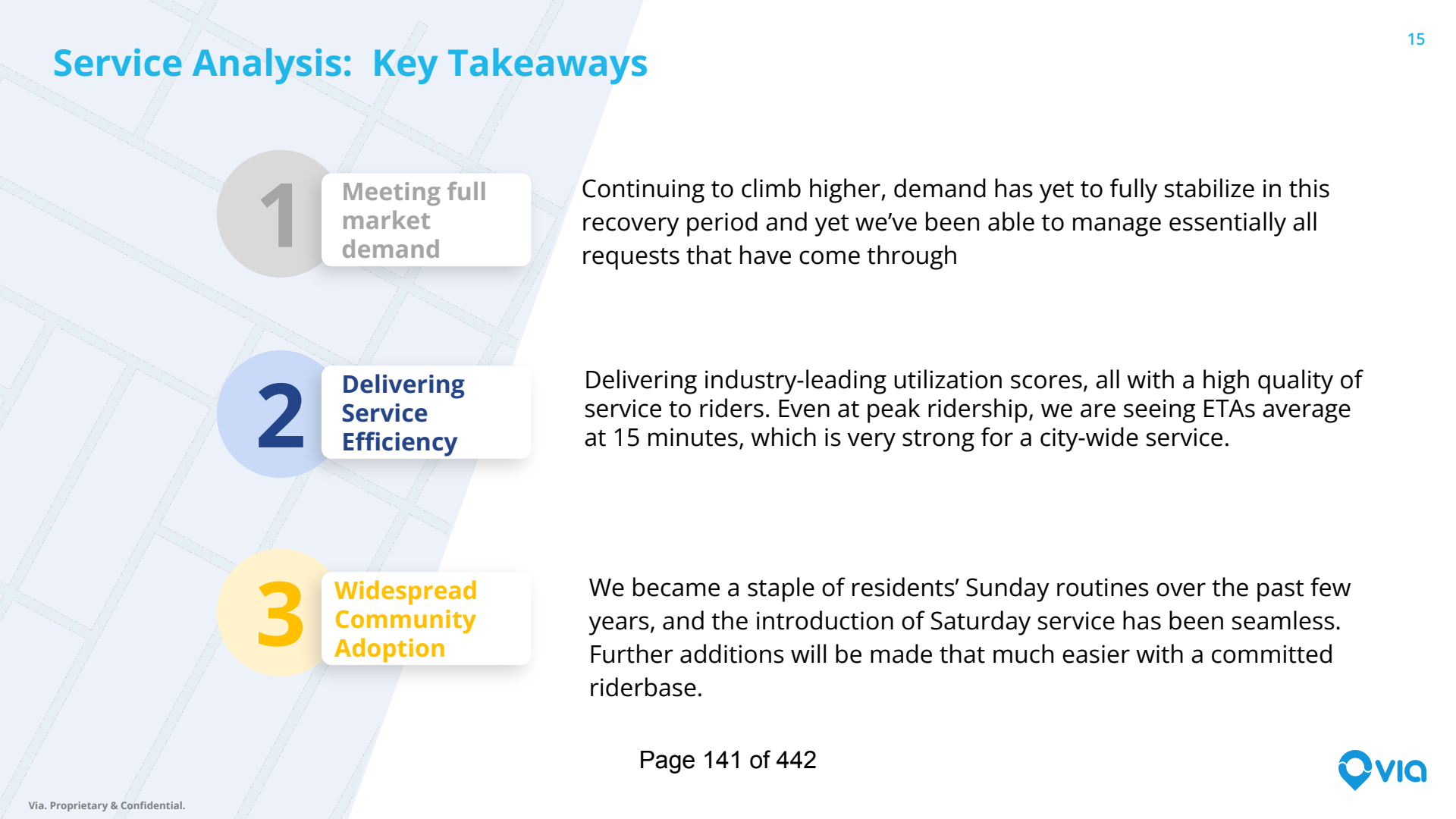
- 6,446 accounts created since launch
- Of those accounts:
 - 5,554 have made 1 ride request
 - 4,225 have completed 1+ ride(s)
 - 2,811 have completed 2+ rides
 - 1,571 have completed 5+ rides
- Up to 383 active weekly riders
- Total App installs: 5,386
 - 56.1% Android
 - 43.9% iOS

Active Riders

Riders who took a ride in the period selected (broken down by those who took their first ride ever and returning riders).



Service Analysis: Key Takeaways



1

**Meeting full
market
demand**

Continuing to climb higher, demand has yet to fully stabilize in this recovery period and yet we've been able to manage essentially all requests that have come through

2

**Delivering
Service
Efficiency**

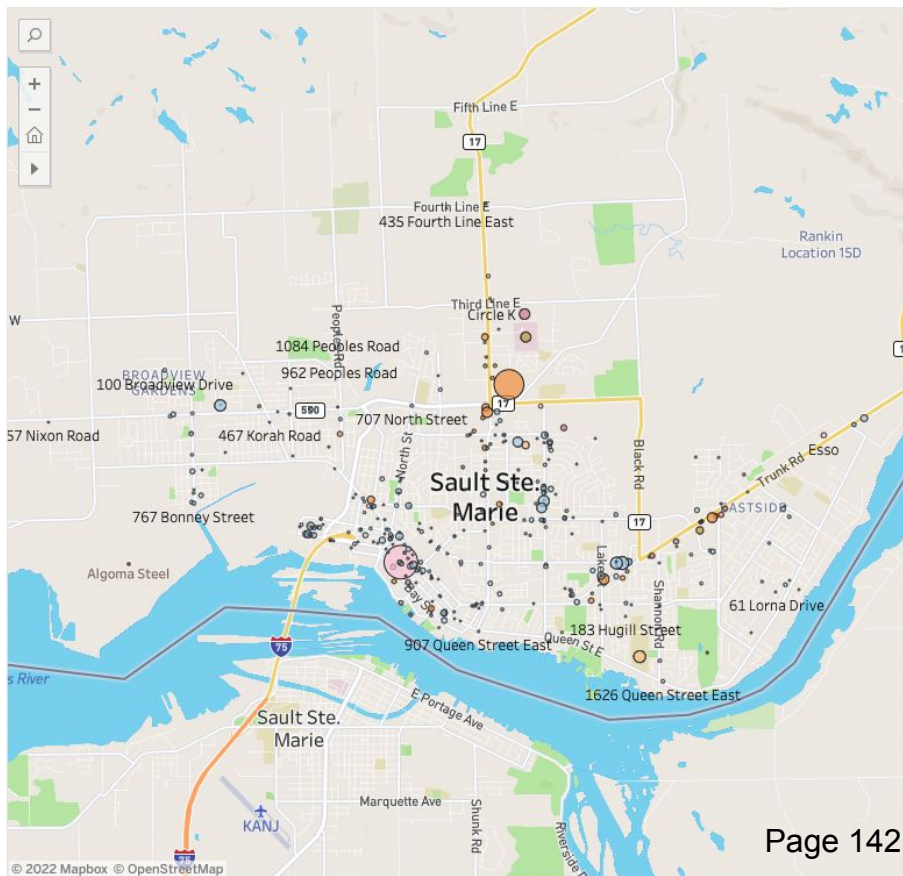
Delivering industry-leading utilization scores, all with a high quality of service to riders. Even at peak ridership, we are seeing ETAs average at 15 minutes, which is very strong for a city-wide service.

3

**Widespread
Community
Adoption**

We became a staple of residents' Sunday routines over the past few years, and the introduction of Saturday service has been seamless. Further additions will be made that much easier with a committed riderbase.

Demand Map



Top 25 Locations By Rides

This aggregates different branches, i.e. multiple Walmarts will be summed under Walmart.

Dennis Street Terminal	3,957
Walmart Supercenter	3,100
McDonald's	715
Tim Hortons	628
617 MacDonald Avenue	579
603 MacDonald Avenue	492
Algoma University	491
37 Nichol Avenue	446
751 Pine Street	406
F. J. Davey Home	389
Wacky Wings	369
Sault Area Hospital	358
B Wing	335
709 Pine Street	326
624 Albert Street W	193
Sault College	191
I.D.A.	187
54 Wellington Street East	186
369 Lake Street	182
626 Queen Street West	178
246 Albert Street East	172
Circle K	169
633 MacDonald Avenue	164
1557 Trunk Road	163
1016 Pine Street	159

Thank you.

SSM On Demand - Three Year Pilot

Appendix B

THREE YEAR PILOT ANALYSIS			
Launch Sept 8 2019			
Total Savings for removing 1 bus for 17 Sundays (2019)		\$ (9,990.96)	
Total Savings for removing 1 bus for 35 Sundays (2020)		\$ (21,142.39)	
Total Savings for removing 1 bus for 52 weeks (term of pilot)		\$ (31,133.35)	
LESS: Total costs		\$ 27,909.54	
LESS: Total cost for dispatch		\$ 9,342.32	
Year 1 - Deficit			\$ 6,118.51
Total Savings for removing 1 bus for 17 Sundays (2020)		\$ (10,269.16)	
Total Savings for removing 1 bus for 35 Sundays (2021)		\$ (24,211.06)	
Total Savings for removing 1 bus for 52 weeks (2nd year of pilot)		\$ (34,480.22)	
LESS: Total costs		\$ 9,623.82	
LESS: Total cost for dispatch		\$ 9,528.22	
Year 2 - Surplus			\$ (15,328.17)
Total Savings for removing 2 buses for 17 Sundays (2021)		\$ (11,759.66)	
Total Savings for removing 2 buses for 35 Sundays (2022)		\$ (22,775.15)	
Total Savings for removing 2 buses for 17 Saturdays (2021)		\$ (11,759.66)	
Total Savings for removing 2 buses for 35 Saturdays (2022)		\$ (22,775.15)	
Total Savings for removing 1 bus for 52 weeks (3rd year of pilot)		\$ (69,069.62)	
LESS: Replacement tablets		\$ 1,989.00	
LESS: Dispatch		\$ 9,284.50	
LESS: City Operational Costs		\$ 20,931.39	
LESS: Via Operational Costs		\$ 16,139.50	
Year 3 - Surplus			\$ (20,725.22)
3 Year - Surplus			\$ (29,934.88)

Rebuilding trust in public transit

Hamish Campbell, Country Manager, Via Canada

June 11, 2020

COVID-19 has had a harsh and immediate effect on public transit, cratering ridership in many cities by between 50-90%. Most agencies have responded with service cuts, while trying to maintain reasonable levels of coverage for essential workers.

As cities begin to ease restrictions, the conversation is shifting to what the future of transit will look like, both in the short and longer term. Recent findings show that, people overwhelmingly [don't feel comfortable going back to the office](#), nor do they trust riding transit. Meanwhile, the U.S. Center for Disease Control and Prevention (CDC) recently recommended that people drive alone and avoid shared mobility options.

The Canadian transit industry has worked tirelessly to improve service and grow ridership, but we're potentially facing a new reality: transit ridership, and particularly peak-period ridership, may be much lower for a long time. Health concerns and the possibility of a second wave aside, Canadian companies such as Shopify have declared work-from-home will be the norm rather than the exception. Both the National Post and Globe and Mail recently ran frontpage headlines declaring, "*The office is over*" and "*The year the office died.*" A paradigm shift for transit service delivery may be upon us.

Our challenge as an industry is how to respond and adjust to the new normal of lower ridership and higher operating costs, while collectively rebuilding trust in transit.

At [Via](#), we believe that leveraging technology to do real-time optimization and proactive capacity management will be key to our future success, and that every city – large and small – should be exploring two immediate solutions:

1. **Converting underperforming fixed-routes and transit deserts to “on-demand” zones:** On-demand-- or Demand-Responsive Transit (DRT)-- technology can generate operational and cost efficiencies, provide customers with more personalized service, and expand coverage.
2. **Automating capacity management on long-distance or more popular fixed routes:** Implementing “pre-booking” technology on fixed routes can prevent overcrowding, mitigate erosion of public confidence, and offer customers a

user-friendly reservation system to create a more personalized version of traditional public transit.

No two cities are the same, so what these solutions might look like for your city will vary. The following are a few real examples of how a few innovative agencies are leveraging technology to optimize and improve service delivery.

Replacing an entire fixed route network with on-demand

Converting an entire transit network to on-demand is one option. This is what Sault Ste. Marie has done for the past nine months. Every Sunday evening in “the Soo,” the entire transit network goes on-demand using their existing fleet of 40-foot buses and unionized drivers. Each bus is dynamically routed based on real-time passenger demand. Wait times for riders have gone from a 60-minute headway to just 13 minutes on average, and customers can track their ride in real-time. Meanwhile, the city was able to reduce the number of buses needed, resulting in cost savings.

Co-mingling fixed route and on-demand

There are a variety of ways on-demand can strengthen a fixed route network. Operating fixed routes within an on-demand zone is one option; or, keeping a core grid of fixed routes and filling the gaps in the grid or in transit deserts with on-demand is another. Both are important when it makes sense to retain higher ridership fixed-route lines. This summer, another community in Ontario will launch an on-demand service with Via where one of the city’s eight routes will stay fixed, while the rest of the network goes on-demand. This one route carries 33% of their overall ridership and connects key trip generators, so leaving it fixed makes sense. Via's technology is sufficiently sophisticated to handle this scenario, knowing when and how to direct riders to the scheduled fixed route service if that is their best option or serve them with an on-demand ride if that makes more sense – from both the rider experience and system efficiency standpoints – based on the origin and destination.

Offering booking for fixed routes

Beyond on-demand, as restrictions ease and ridership begins to increase, agencies are either allowing crowding or running “closed door” due to physical distancing requirements. Some are adding more service and “shadow” buses when they can,

and this works to a point, but there may be a lag in the response resulting in additional wait times and a lack of predictability for riders. Customers and drivers need to have confidence that they can get a safe ride.

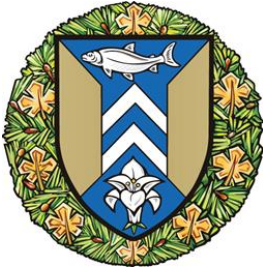
Via is in discussions with several agencies to provide a solution where riders will have to book a ride on fixed route lines. The benefits of “digitizing” fixed routes include providing real-time visibility for riders, increasing consumer confidence, mitigating the need for drivers to enforce capacity constraints, and gaining real-time data and insights to best match capacity and daily vehicle supply, improving cost efficiency.

The future

Nobody can predict the future, but we need to start thinking about what the “new normal” means for our service delivery models. Ridership may be lower for years to come and customers are asking themselves whether their ride will be safe and uncrowded. Drivers are concerned about their health and face a new responsibility – capacity management. Meanwhile, agencies are staring down budget crises and are looking for ways to best optimize remaining resources.

It’s time to rebuild our transit systems in a way that reflects our new reality; embracing technology is a key part of the solution.

Hamish Campbell is the Country Manager at Via, world’s leading partner in reimagining public mobility. To learn more about how Via can help your team, [request a demo](#), or email Hamish@ridewithvia.com.



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Cremator Stack – Increase Project Budget

PURPOSE

The purpose of this report is seek Council approval for an increase to the overall project budget to cover costs for the repair on the cremator stack for the Cemetery.

BACKGROUND

The Crematorium is a critical piece of infrastructure at the Cemetery providing a valuable service to the Community. The repair was approved through Asset Management as part of the 2022 Budget process.

ANALYSIS

Through the procurement process one bid was received from Commercial Burner Service to complete the repair. The quoted price, meeting specifications, will result in a total expenditure of \$45,242.50 (including non-rebateable HST). Approval for financial value at staffing level has been confirmed by CAO.

Pricing came in at 27% over the approved \$35,000 budget by \$9,460. Steel and freight market pricing contribute to the increased costs. Amendments to Capital require Council approval, where amounts greater than 20 % of original budget value (per Capital Budget & Financing F-I-10; 2. Capital Budget Amendments)

The repair is required in a timely manner to avoid the unit from running hot from lack of proper bricking and the original pipe is twenty two (22) years old.

FINANCIAL IMPLICATIONS

The shortfall of \$9,460 can be covered by the Asset Management Reserve Allocation for the overage. As the increase in required funding is greater than 20%, Council approval is required.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

Cremator Stack – Increase Project Budget

June 13, 2022

Page 2.

- Aligns with Environmental Stewardship using resources wisely to maintain and create a sustainable city for future generations.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.

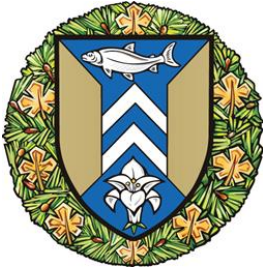
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated July 11, 2022 concerning Cremator Stack – Increase Project Budget be received and that the shortfall of \$9,640 to repair the cremator stack be funded through the Asset Management Reserve.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson, Director, Tourism & Community Development

DEPARTMENT: Community Development and Enterprise Services

RE: TDF Application- 2022 Soo Dan Hap Ki Do World Martial Arts Seminar

Purpose

This report provides a recommendation to City Council from City staff and the Tourism Sault Ste. Marie Board of Directors for distribution of Tourism Development Funds.

Background

The Tourism Development Fund (TDF) was implemented June 1, 2021 to provide financial support to the broader tourism sector in two different streams – Festivals and Special Events and Attractions and Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration will be given to support initiatives that produce positive results in at least one of the following criteria:

- Development quality tourism products and events;
- Increase in overnight stays and visitor spending in Sault Ste. Marie;
- Enhancement of the Sault's tourism product offerings;
- Support of the city's reputation and position as a first-rate visitor destination;
- Fulfill a gap in the tourism visitor experience landscape; and
- Encourage private sector tourism investment in SSM

Upon receipt of a TDF application, Tourism staff reviews the application for eligibility and assessment criteria and brings a recommendation forward to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for the distribution of the grant funds.

Analysis

Tourism Development Fund applications are permitted with ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings. At the Tourism Sault Ste. Marie Board of Directors meeting June 16, 2022 the Soo Dan Hap Ki Do World Martial Arts Seminar application was reviewed with the following recommendation:

1. Soo Dan Hap Ki Do World Martial Arts Seminar: \$5,000

Soo Dan Hap Ki Do World Martial Arts Seminar

The 2022 World Martial Arts Seminar is a three day intensive martial arts educational weekend targeted to proficient regional/provincial martial arts enthusiasts of all ages. Over three days event attendees will have the opportunity to learn skills from multiple Martial Arts Masters and Instructors from across Ontario, as well as four instructors who will be flying in from South Korea and Middle East Hapkido. One of the Masters, Master Kim, will be visiting Canada for the first time making this event an exclusive opportunity for martial arts enthusiasts. This is an international event with confirmed participation from India, Nepal, United States, Africa, Ontario and British Columbia.

This event will generate~ \$100,000 in economic impact with ~270 visitors coming from out of town for the weekend and 35 of the international visitors staying for the full week to experience our community.

The Tourism Sault Ste. Marie Board of Directors favourably supports the above TDF request and as such the following resolution was passed:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution up to \$5,000 through the Tourism Development Fund – Conferences and Special Events stream to support the 2022 Soo Dan Hap Ki Do World Martial Arts Seminar and that a report be submitted to City Council for consideration and approval.”

Mover: Don Marini

Secunder: Lawrence Foster

Financial Implications

No new funds would be required. The Tourism Development Fund currently has \$187,110 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact

This item supports the following Corporate Strategic Plans Focus areas:

- Community Development and Partnership focus of Maximizing Economic Development and Investment with the commitment to maintain financial viability.
- Community Development – Develop partnerships with key stakeholders and reconciliation.

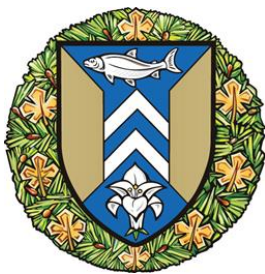
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated July 11, 2022 concerning the Soo Dan Hap Ki Do World Martial Arts Seminar be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to support the event with \$5,000 from the Tourism Development Fund be approved.

Respectfully submitted,

Travis Anderson
Director, Tourism &
Community Development
705.989.7915
t.anderson@cityssm.on.ca



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

July 11, 2022

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

PURPOSE

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers, and to update By-law 93-165 which appoints municipal by-law enforcement officers.

BACKGROUND

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time. By-law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

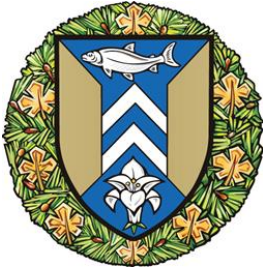
It is therefore recommended that Council take the following action:

The relevant By-laws 2022-127 and 2022-132 are listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

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

Nicole Maione
Manager of Transit and Parking
705.759.5434
n.maione@cityssm.on.ca



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

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Emily Cormier, Sustainability Coordinator

DEPARTMENT: Community Development and Enterprise Services

RE: Community Development Fund – Green Initiatives Program Funding Categories Revision

Purpose

This report is intended to seek Council's approval to expand the eligibility of the Community Development Fund – Green Initiatives Program to include three additional categories for projects that include: 1. healthy and resilient ecosystems, including habitat restoration; 2. active transportation; and 3. waste reduction.

Background

At the November 30, 2020 Council meeting, the following motion was approved:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 10 26 concerning the creation of a Community Development Fund be received.

Further that Council approve the workflow and criteria as presented in Attachments A-E for the various components of the Community Development Fund.

Further that Council permit a delegation of authority to enable the Deputy CAO, Community Development and Enterprise Services or his/her designate to sign Community Development Fund agreements for contributes approved by City Council.

Community Development Fund – Green Initiatives Program

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHG's), improve water quality/rehabilitation or increase energy efficiency.

Eligible applicants include non-profit organizations and City departments. The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) may

recommend the allocation of funds for eligible projects or programs that support of the City's environmental plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are recommended to Council for approval. Total annual funds available for all projects under the CDF – Green Initiatives Program is \$50,000. This amount will be reviewed on an annual basis.

Analysis

In 2022, the ESC created a working group to work on making progress on three priority projects, as a result of a group ranking exercise activity. One of the project priorities included adding an additional pillar to the Green Initiatives Fund, that would expand funding to projects that would result in healthy and resilient ecosystems, including habitat restoration.

During discussions pertaining to the scope of the healthy and resilient ecosystems pillar, discussions also arose to consider adding two (2) additional pillars to the fund including active transportation and waste reduction. Feedback from outreach to the community has indicated a strong interest in projects that relate to the three new pillars, which align with the existing pillar of GHG reduction. Adding them will encourage more applications, as well as understanding of eligibility.

The working group worked with the ESC to define the three new categories, as well as clarify the existing three project categories with a definition of projects for each category. These are explained in more detail in the attached Appendix 1. The following resolution was passed upon review of the revised grant application terms of reference.

Moved by: P. Antunes

Seconded by: J. Graham

Resolved that the Environmental Sustainability Committee supports the request to add three (3) new pillars to the Community Development Fund - Green Initiatives Program including: healthy and resilient ecosystems, active transportation and waste reduction and recommends that Council approve the request.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact

The City Corporate Strategic Plan outlines environmental stewardship as a value to ensure that we use resources wisely to maintain and create a sustainable city for future generations. The plan also identifies infrastructure and quality of life as strategic focus areas. Furthermore, the FutureSSM community development strategy also includes Environmental Sustainability as one of the four pillars of community development.

Community Development Fund – Green Initiatives Program Funding Categories
Revision
July 11, 2022
Page 3.

In addition, the reduction of GHGs aligns with the recently approved *Sault Ste. Marie Community GHG reduction Plan: 2020 – 2030*, has actions that align with green space, active transportation and waste reduction.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report the Sustainability Coordinator dated July 11, 2022 concerning Community Development Fund – Green Initiatives Program Funding Revision be received and that three new categories be added to the fund including: 1. heathy and resilient ecosystems, including habitat restoration; 2. active transportation; and 3. waste reduction.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705-989-8748
e.cormier2@cityssm.on.ca

CDF – Green Initiatives Program Fund Overview

1.0 Purpose

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas (GHG's), improve water quality/rehabilitation or increase energy efficiency.

2.0 Policy

The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) may recommend the allocation of funds for eligible projects or programs that support of the City's environmental plans and practices, in particular the reduction of greenhouse gas (GHG) emissions, water quality/rehabilitation or increase energy efficiency.

Funding applications will be reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and will be recommended to Council for approval.

Total funds available for all projects under the CDF – Green Initiatives Program is \$50,000. This amount will be reviewed on an annual basis.

3.0 Definitions

3.1 "Environmental sustainability" means: projects that support reducing our community GHG emissions and reducing pollution, maintaining our natural environment and managing the use of natural resources in a way that ensures their availability for future generations.

3.2 "Eligible Applicant" means:

- a. Non-profit organizations and City departments.

3.3 "Eligible Project" means any project or activity that demonstrates environmental benefits or improvements and is consistent with City policies, and may include:

- **GHG Reduction** (e.g. a project that results in the removal, reduction, sequestration or mitigation of GHG emissions)
- **Improves water quality / rehabilitation** (e.g. a project that results in improved water quality)
- **Increases energy efficiency** (e.g. a project that reduces the consumption of energy, specifically fossil fuels in a community building)
- **Heathy and resilient ecosystems, including habitat restoration** (e.g. projects that increase biodiversity, and/or remediate/restore/reclaim land back to equivalent capability, urban climate regulation, and air quality amelioration. Projects like rain gardens, bioswales, pollinator gardens and the restoration of farm land (land no longer being farmed) to meadowland, community gardens, rooftop gardens, tree planting, and the creation of riparian buffers may help to address these.
- **Active Transportation** (e.g. a project that results emissions reduction due to less motor vehicle traffic on our roads and increases the use of active transportation in the community)
- **Waste Reduction** (e.g. a project that results in waste diversion from the landfill and encourage recycling)

4.0 Processing for Evaluating Proposals

4.1 The Community Development and Enterprise Services Department (CD&ES) will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.

4.2 City Finance and CD&ES will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, etc.)

4.3 Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Environmental Sustainability Committee for recommendation to City council.

4.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package, which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.

4.5 City Council will make the final decision regarding the approval of financial contributions.

5.0 Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

5.1 Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.

5.2 Progress reports for longer duration projects as outlined in their application timetable and proposal to City Council.

5.3 A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community is required within 60 days of project completion.

5.4 A complete report of all revenues and disbursements for the project within 6 months of completion of the project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit projects.

The Green Initiatives funds are provided on a re-imbusement basis, i.e., an organization incurs the cost, provides invoices to the City in a claim report and the City's contribution level to the project is then provided. Where other levels of government or other funding programs are involved, the City will receive claim packages as submitted to the other funding agencies and pay their proportional share of approved and eligible project costs.

Community Development Fund Application Form

Green Initiatives Stream

Please fill in each of the following sections:

Section 1. Applicant Information

Please select which type of organization you represent:

☐ Non-profit organization

☐ City of Sault Ste. Marie (list Department): _____

Legal name of business and/or organization: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Name: _____ Email: _____

Phone: _____

Names of Officers, Directors & Principals (if applicable): _____

Briefly describe the function or purpose of your organization (e.g. include a short history, mandate, goals and objectives)

Contributing partners (name organization, if new please provide references): _____

Section 2: Project Information

Please provide key information about your project including: project description, objectives, performance targets, impacts and limitations of project, methodology and timing (including key dates for progress reports and final report to council)

Section 3: Costs and Financing

Total amount of assistance requested \$ _____

Please specify as accurately as possible how the Green Initiatives Fund will be used if approved. Requests for capital purchases or printed material must include a minimum of one quote from a firm/business to provide the service/material.

Does your organization currently receive other financial assistance from the City, either in-kind or direct funding?

☐ Yes

☐ No

If yes, please specify:

Have you received Green Initiative funding from the City previously?

☐ No

☐ Yes ☐ Amount (\$) _____ and type

☐ GHG Reduction ☐ Energy Efficiency ☐ Water ☐ Active Transportation

☐ Waste Reduction ☐ Healthy and resilient ecosystems, including habitat restoration

What was the last year received: _____ (specify year)

If yes, for the last year that the grant was received, append a copy of a Post-Project Report. For grants given to assist in capital purchases or printed material, please append an example and/or colour photo of the item(s).

Submit the following required attachments with your application:

- i) Detailed project costs
- ii) Financing arrangements (e.g., equity, loans, etc.) and funding partners
- iii) In-kind contributions
- iv) Balance, Financial Statements, Cash flow projections (historical and projected), where appropriate
- v) Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

Section 4: Environmental Benefits

Please select the category that your project best falls under (check all that apply)

- ☐ Greenhouse Gas Reduction (if your project will reduce GHGs in Sault Ste. Marie, please indicate the estimate reduction in tonnes of carbon dioxide equivalent (tCO₂e) _____)
- ☐ Improves water quality / rehabilitation
- ☐ Increases energy efficiency
- ☐ Heathy and resilient ecosystems, including habitat restoration
- ☐ Active Transportation
- ☐ Waste Reduction

Description of how the project achieves a reduction in GHGs, improvement in water quality, energy efficiency, heathy and resilient ecosystems, including habitat restoration, active transportation and/or waste reduction.

Section 5: Community Benefits

How does the project compliment other local initiatives?

What is the anticipated impact on the community as a whole from your planned project?

I CERTIFY that to the best of my knowledge, the information provided in the Green Initiatives Program Fund application is accurate and complete and is endorsed by the organization society or City department, which I represent.

DATED in Sault Ste. Marie, this _____ day of _____, 20____

NAME	Title	Signature	Phone Number
_____	_____	_____	_____

PLEASE RETURN THIS FORM AND RELATED SUPPORTING DOCUMENTATION TO:

Tom Vair
Deputy CAO, Community Development & Enterprise Services
99 Foster Drive, Second Level
Sault Ste. Marie, ON P6A 5X6
Telephone inquiries: (705) 759-5308
Email: t.vair@cityssm.on.ca

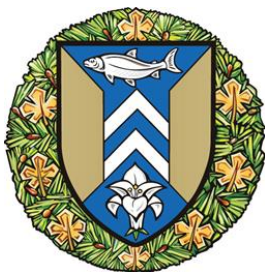
INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

FOR OFFICE USE ONLY

Application Received By: _____ **Date:** _____

Collection of Personal Information Notice

Personal information of the Green Initiative Fund Application is collected under the authority of the Municipal Freedom of Information and Protection of Privacy ACT R.S.O. 1990 m c.M.56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the address noted in the Competition Outline.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Emily Cormier, Sustainability Coordinator

DEPARTMENT: Community Development and Enterprise Services

RE: GFL Memorial Gardens Ice Plant Recommissioning
Application to the Federation of Canadian
Municipalities

Purpose

The purpose of this report is to seek Councils approval to apply to the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Community Buildings Recommissioning (CBR) initiative grant to seek funding for a project that will optimize performance of the GFL Memorial Gardens Ice Plant.

Background

On December 14, 2020, the City of Sault Ste. Marie (the City) unanimously approved the *Sault Ste. Marie Community Greenhouse Gas Reduction Plan 2020 – 2030* (the plan), which prioritizes energy efficiency. This also aligns with the recently completed *Third party service review of municipal operations* which was presented to Council on January 6, 2020 and recommends pursuing and implementing energy efficiency projects, which have the potential to save approximately \$100,000 annually¹.

Analysis

The FCM GMF CBR program supports municipalities to optimize the performance of community buildings. Recommissioning projects can reduce whole-building energy use by 5 to 15 percent (with higher savings possible), and opportunities to extend equipment life and reduce maintenance costs may also result. The FCM GMF CBR program is available to all Canadian municipal governments and organizations applying in partnership with them. The CBR grant covers up to 60% of eligible costs (up to \$55,000). Only one project of this type is eligible for funding within an individual municipality. Consultation with the City's Maintenance and

¹ KPMG. (2019). *City of Sault Ste. Marie Third Party Service Review Draft Summary Report (Version 2)*. Retrieved from: https://saultstemarie.ca/Cityweb/media/City-Clerk/City-of-SSM-Service-Review_1.pdf

Operations Manager confirms that the GFL Ice Plant recommissioning would be the best opportunity to pursue from within the City's portfolio at this time.

Specifically, despite temporary repairs made to the GFLs progressive logic controller (PLC - a computer control device), refrigeration control companies have regularly advised the City to update their PLC system. The exiting PLC at the GFL has resulted in an unjustified and surprising increase in energy consumption and costs. The proposed recommission of the GFL PLC will provide the facility with a summer and winter condenser option that will have logic to shut off water to the evaporated condensing unit to preserve water cost. As well, it will incorporate technology that will adjust the target temperature according to the outside ambient conditions for optimal power savings, estimated at annual savings valued at \$12,069.51. The technology proposed for the recommissioning project will allow the facility manager to monitor energy use more thoroughly.

Building recommissioning improves how building equipment and systems are operating to meeting building-use-requirements and expectations. This project will also identify problems and integration issues as well as low- or no-cost operational improvements to improve comfort for building users and save energy.

Financial Implications

The cost for the GFL ice plant recommissioning project has been estimated at \$69,900 (plus tax). The FCM grant will fund up to 60% of project costs, and the remaining \$27,960, or 40% will be covered by the City from an allocation of \$40,000 from the 2019 Federal Gas Tax Top Up as approved by Council on May 6, 2019.

Strategic Plan / Policy Impact

The recommendation supports the focus areas and values of the Community Strategic Plan for 2021 – 2024 in a number of ways:

- **Infrastructure:** maintaining existing infrastructure
- **Quality of life:** promoting quality of life advantages including the implementation of the Greenhouse Gas Reduction Plan.

In addition, the project aligns with the value of Environmental Stewardship within the Corporate Strategic plan of using resources wisely to maintain and create a sustainable city for future generations

Furthermore, the study aligns with the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030, which recommends prioritizing corporate energy efficiency retrofits.

Recommendation

It is therefore recommended that Council take the following action:

GFL Memorial Gardens Ice Plant Recommissioning Application to the Federation of Canadian Municipalities

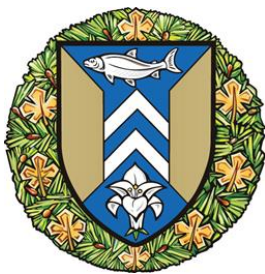
July 11, 2022

Page 3.

Resolved that the report of the Sustainability Coordinator dated July 11, 2022 concerning GFL Memorial Gardens Ice Plant Recommissioning Application to Federation of Canadian Municipalities be received and that staff be authorized to proceed with preparation of an application to the FCM GMF CBR program for funding the GFL Smart Hub ice plant recommissioning project.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@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

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Emily Cormier, Sustainability Coordinator

DEPARTMENT: Community Development and Enterprise Services

RE: June 2022 Community Development Fund - Green Initiatives Program Application

Purpose

The purpose of this report is to seek Council approval of recommendations from the Environmental Sustainability Committee for the distribution of Community Development Fund (CDF) – Green Initiatives Program funds for the application submitted by the Downtown Association (DTA) in June 2022.

Background

The Green Initiatives Program of the Community Development Fund (CDF) purpose is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality / rehabilitation or increase energy efficiency. The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted on an rolling intake throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives Program in 2022 is \$50,000. Eligible applicants include non-profit organizations and City departments.

Analysis

An application has been submitted and recommended by the ESC for Council approval. The application came from the Downtown Association (DTA) requesting \$4,542.43 to go towards a giveaway of reusable tote bags that will have both the DTA and City logos. A total of 1,500 reusable tote bags will be purchased, with 900 going to the DTA's retail members (45 members, with 20 bags each). The remaining 600 bags will be given away at the August 11, 2022 DTA Block Party to members of the community. The DTA has also partnered with Clean North on this initiative to increase community environmental education to expand the breadth of this project. Each bag will include a 4" x 9" rack card with Clean North's Top 7 tips

on going green. This project will encourage downtown retail shoppers and residents to reduce their use of single use plastic bags, as well as increase their knowledge of ways to reduce their environmental impact, specifically on cutting down on their greenhouse gas emissions, water consumption and becoming more energy efficient in their day to day lives.

The project will act as a motivator for shoppers to reduce their consumption of single use plastics and adopt more sustainable lifestyle actions. A core target of this initiative is to help keep more single use plastic bags out of the landfill and local waterways. The DTA will evaluate the effectiveness of this project and consider future distribution of reusable bags at cost to encourage greater uptake throughout their membership.

Single-use plastics, including plastic bags are an issue because they often end up littering parks, playgrounds and waterways including rivers and lakes. Plastic can also take hundreds of years to break down and when it does it only breaks down into tiny pieces of plastic called microplastics. An estimated 3.3 million tonnes per year of plastic waste is produced in Canada, but only nine percent is returned for recycling¹. As well, when disposable plastics degrade in the environment, they emit several greenhouse gases, including methane and ethylene. In fact the GHGs from plastic lifecycles account for 3.8% of global greenhouse gas emissions². By reducing the use of single-use plastic bags, they will be kept out of the landfill and also help reduce plastic pollution in local waterways. With regards to the information rack cards, it has been proven that effective environmental education builds skills that prepare individuals and communities to collaboratively undertake positive environmental action. Environmental education addresses complex topics within dynamic systems and, many times, aims to shift behaviors; [and] can result in direct benefits to the environment³.

The following resolution was passed by the Environmental Sustainability Committee on June 9, 2022 upon review of this application.

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives stream in the amount of \$4,542.43 for the Downtown Associations Downtown Bag and Green Tips Project and recommends that Council approve the request.

Moved: P. Antunes

Second: A. Riopel

¹ Government of Canada. (2021). *Canada one-step closer to zero plastic waste by 2030*. Retrieved from: <https://www.canada.ca/en/environment-climate-change/news/2020/10/canada-one-step-closer-to-zero-plastic-waste-by-2030.html>

² Wright, Laurie – The Conversation. (2019). *Plastic warms the planet twice as much as aviation – here's how to make it climate friendly*. Retrieved from: <https://theconversation.com/plastic-warms-the-planet-twice-as-much-as-aviation-heres-how-to-make-it-climate-friendly-116376>

³ Nicole M. Ardoin, Alison W. Bowers, Estelle Gaillard. "Environmental education outcomes for conservation: A systematic review". *Biological Conservation*, Volume 241, 2020, 108224, ISSN 0006-3207, <https://doi.org/10.1016/j.biocon.2019.108224>.

Financial Implications

The request for \$4,542.43 for the Downtown Associations Downtown Reusable Bag Giveaway and Green Tips Project, can be accommodated within the 2022 CDF-Green Initiatives allocation which currently has an uncommitted balance of \$76,480 available. By the end of the year, any remaining funds not used must go towards the purchase of trees for the subsequent year, which trees should be planted in City Parks or on City property by Public Works employees as per a resolution from the March 9, 2020 Council Meeting.

Strategic Plan / Policy Impact

The recommendation supports value and focus areas of the Community Strategic Plan for 2021 – 2024 through:

- **Environmental Stewardship:** We will use resources wisely to maintain and create a sustainable city for future generations

In addition, the Sault Ste. Marie Community GHG Reduction plan: 2020 – 2030, has as an objective to encourage waste reduction as well as education and awareness regarding climate change.

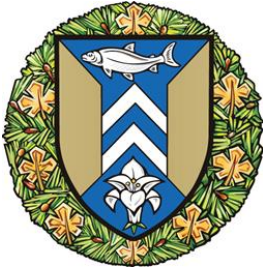
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinated dated July 11, 2022 concerning Downtown Reusable Bag Giveaway and Green Tips Project Community Development Fund Green Initiatives Program application be received and that the recommendation of the Environmental Sustainability Committee to allocate \$4,542.43 be approved.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Engineering Services

RE: Curb and Sidewalk Program 2022

Purpose

The purpose of this report is to inform Council of the proposed 2022 curb and sidewalk program.

Background

Each year the program is reported to Council for their information. This year, it is proposed that the program include approximately 1443 square meters of sidewalk, 432 linear metres of curb and 11 accessibility ramps to improve curbs and sidewalks. Attached is the listing of the 2022 locations. The program represents approximately 0.1% of the curb inventory and 0.3% of the sidewalks maintained by the City. The budget for this program is \$479,631.

Analysis

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

Financial Implications

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

Strategic Plan / Policy Impact

The sidewalk and curb repair program is linked to the Asset Management, Maintaining Existing Infrastructure component of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated July 11, 2022 concerning Public Works 2022 curb and sidewalk program be received as information.

Curb and Sidewalk Program 2022

July 11, 2022

Page 2.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Susan Beach", with a stylized, cursive script.

Susan Hamilton Beach, P. Eng.

Director of Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca

Curb And Sidewalk Program 2022

PROGRAM TOTALS

CURB	432 Linear Metres
SIDEWALK	1443 Square Metres
ACCESSIBILITY RAMPS	11 Highlighted in red

Civic Address	Street Name	Accessibility Ramp
669	Albert St. W	
94	Allard St (1)	
94	Allard St (2)	
33	Alworth Pl	
36	Arden St (1)	
36	Arden St (2)	
23	Arizona Ave	
23	Arizona Ave	
33	Arizona Ave	
	Bay @ Elgin	
19	Beaumont Ave	
55	Beaumont Ave	
30	Beech St	
36	Beech St	
23	Bellevue Ave	
23	Bellevue Ave	
21	Bellevue Ave (1)	
21	Bellevue Ave (2)	
283	Beverley St	
290	Beverley St	
882	Bonney St	
366	Boundary Rd	
458	Boundary Rd	
298	Boundary Rd (1)	
342	Boundary Rd (1)	
364	Boundary Rd (1)	
298	Boundary Rd (2)	
342	Boundary Rd (2)	
364	Boundary Rd (2)	
15	Breton Rd	
17	Breton Rd	
125	Brien Ave	W/C Ramp
124	Brien Ave	W/C Ramp
44	Campbell Ave	W/C Ramp
43	Campbell Ave	W/C Ramp
269	Carlbert St (1)	
269	Carlbert St (1)	
9	Carmel Rd (1)	
33	Carmel Rd (1)	

Curb And Sidewalk Program 2022

PROGRAM TOTALS

CURB	432 Linear Metres
SIDEWALK	1443 Square Metres
ACCESSIBILITY RAMPS	11 Highlighted in red

Civic Address	Street Name	Accessibility Ramp
9	Carmel Rd (2)	
33	Carmel Rd (2)	
381	Cathcart St	
281	Cathcart St	
322	Cathcart St (1)	
322	Cathcart St (2)	
27	Chlebus St	
25	Chlebus St	
92	Churchill Blvd	
24	Clergue St	
272	Conmee Ave	
47	Crawford Ave	W/C Ramp
48	Crawford Ave	W/C Ramp
48	Crawford Ave	W/C Ramp
47	Crawford Ave	W/C Ramp
705	Douglas St	
447	Douglas St	
556	Douglas St (1)	
615	Douglas St (1)	
556	Douglas St (2)	
615	Douglas St (2)	
615	Douglas St (3)	
615	Douglas St (4)	
5	Elmwood Ave	
3	Elmwood Ave	
84	Elmwood Ave	Across from this civic
135	Estelle St	
131	Estelle St	
83	Estelle St	
562	Farwell Terrace	
612	Farwell Terrace	
385	Fifth Ave	
142	Florwin Dr	
7	Fort Creek Dr	
99	Foster Dr	
81	Foxborough Trail	
81	Foxborough Trail	
159	Foxborough Trail	
157	Foxborough Trail	

Curb And Sidewalk Program 2022

PROGRAM TOTALS

CURB	432 Linear Metres
SIDEWALK	1443 Square Metres
ACCESSIBILITY RAMPS	11 Highlighted in red

Civic Address	Street Name	Accessibility Ramp
45	Foxborough Trail (1)	
41	Foxborough Trail (1)	
45	Foxborough Trail (2)	
41	Foxborough Trail (2)	
301	Goulais Ave	
311	Goulais Ave	
269	Goulais Ave	W/C Ramp
304	Goulais Ave	
339	Goulais Ave	
411	Goulais Ave	
351	Goulais Ave (1)	W/C Ramp
185	Goulais Ave (1)	
351	Goulais Ave (2)	
185	Goulais Ave (2)	
97	Grandriver Cres	
3	Great Northern Rd	
7	Great Northern Rd	
15	Great Northern Rd	
61	Great Northern Rd	
153	Great Northern Rd	
59	Great Northern Rd	
61	Great Northern Rd (1)	
61	Great Northern Rd (2)	
140	Greenfield Dr	
16	Grosvenor Ave	
18	Herrick St	
45	Highcrest St	
45	Highcrest St	
300	Huron St (1)	
300	Huron St (2)	
27	Indiana Dr (1)	
24	Indiana Dr (1)	
27	Indiana Dr (2)	
24	Indiana Dr (2)	
4	Kingsmount Blvd	
9	Laird St	
241	Lake St	
245	Lake St	
241	Lake St	

Curb And Sidewalk Program 2022

PROGRAM TOTALS

CURB	432 Linear Metres
SIDEWALK	1443 Square Metres
ACCESSIBILITY RAMPS	11 Highlighted in red

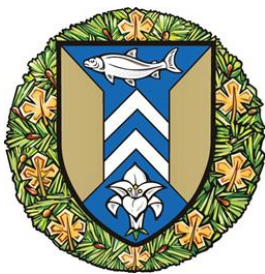
Civic Address	Street Name	Accessibility Ramp
241	Lake St	
27	Lasalle Crt	
233	Letcher St	
114	MacDonald Ave	
602	MacDonald Ave	
518	MacDonald Ave	
586	MacDonald Ave (1)	
586	MacDonald Ave (2)	
116	Malabar Dr (1)	
116	Malabar Dr (2)	
179	Mark St	
324	Millcreek Dr	
3	Newcastle Dr	
423	North St	
351	Northland Rd (1)	
351	Northland Rd (2)	
38	Northridge Rd	
297	Parkland Cresc	
95	Peach Dr	
92	Peach Dr	
96	Peach Dr	
827	Peoples Rd	
147	Pilgrim St	
122	Pilgrim St	
126	Pilgrim St	
731	Pine St	
960	Pine St	
751	Pine St (1)	
815	Pine St (1)	
815	Pine St (2)	
751	Pine St (2)	
135	Poplar Ave	
136	Prentice Ave	
1268	Queen St E	
1244	Queen St E	
20	Raymond St (1)	
20	Raymond St (2)	
79	Rossmore Rd	
76	Rush Ave	

Curb And Sidewalk Program 2022

PROGRAM TOTALS

CURB	432 Linear Metres
SIDEWALK	1443 Square Metres
ACCESSIBILITY RAMPS	11 Highlighted in red

Civic Address	Street Name	Accessibility Ramp
4	Rushmere Dr	
6	Rushmere Dr	
36	Rushmere Dr	
42	Rushmere Dr (1)	
42	Rushmere Dr (2)	
819	Second Line W	
24	Second Line W	
44	Smale Ave	W/C Ramp
175	South Market St	
180	South Market St	
191	South Market St (1)	
191	South Market St (2)	
172	Spring St	
169	Spring St	
163	St. Georges Ave W	
326	Sussex Rd	
344	Sussex Rd	
432	Sussex Rd	
79	Texas Ave	
112	Wawanosh Ave	
355	Wellington St. W	
76	Willow Ave	
231	Willow Ave	
124	Willow Ave	
65	Willow Ave	
705	Young St	
724	Young St	



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

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

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Engineering Services

RE: Blue Box Transition – Municipal Involvement Decision

Purpose

To update Council on the Blue Box transition and to seek Council approval of staff's recommendation to withdraw from the management of the Blue Box Program beyond September 30, 2023.

Background

Further to the report presented to Council on January 31, 2022 this report provides an update on the City's transition effective September 30, 2023 – the City's approved transition date. All municipal blue box programs in the province will be transitioned over a three-year period and the producer-responsible organizations (PROs) will assume responsibility for all blue box programs effective January 1, 2026. The PROs will also implement changes such as a province-wide common material list, grouping municipalities in catchment areas, and the discontinuation of service to institutions and commercial properties, including our downtown core.

After being approved for transitioning next year, staff submitted details of the existing blue box collection services provided to single family residences, multi-family residential properties, retirement homes, long-term care facilities and public spaces for the PROs' transitioning process. It is important to note the City will remain financially responsible for the current curbside recycling services provided to industrial, commercial and institutional ('ICI') properties per the Blue Box Regulation. The transitioning will not apply to these sectors, and the extent of public space recycling included is to be determined.

The PROs, as led by Circular Materials Ontario ('CMO'), recently issued an offer to municipalities transitioning in 2023 to either remain involved in the management of their blue box programs beyond their transition dates or to withdraw from the blue box program and hand over all responsibility to the PROs. The City's decision regarding our involvement in the blue box program is due no later than July 15, 2022.

Analysis

The PROs goal during the transition period is to maintain the same service that currently exists. To accomplish this, CMO is first approaching municipalities to determine if they want to continue to manage local recycling collection. If a municipality chooses not to continue involvement, then CMO plans to approach GFL to determine if they would like to continue providing the service. If neither party wants to remain involved, then CMO will need to put out a request for proposal for a new service provider.

If a municipality wants to remain involved, they would have to sign a contract with CMO and revise the contract with their current service provider (GFL) based on the requirements determined by CMO in their Master Service Agreement ('MSA'). Upon review of the MSA, there was concern that it shifts the regulatory obligation back onto the municipality which violates the spirit and intent of the Blue Box Regulation. It has been noted in the legal review by Borden Ladner Gervais (BLG) and distributed to municipalities through the Ontario Waste Management Association that the liabilities and risks that municipalities would take on by entering into a MSA with CMO would not be offset by the benefits granted to municipalities as a result of the contract.

Staff has considered the options of staying involved or withdrawing and are recommending that we **withdraw** from management of recycling collection beyond September 30, 2023. Staff reached this conclusion based on a number of factors:

- Municipalities and contractors have a number of concerns with the contract that the CMO is asking municipalities to enter into, including how the costs are determined and penalties for certain components. The program is being rolled out quickly and so, at this point in time, staff are uncertain as to the level of negotiating power any one municipality will have;
- We have extended our contract 1 year with GFL and that contract would likely have to be revised based on the requirements in the MSA the municipality would have to sign with CMO. This would require us to re-negotiate with GFL and there may be financial implications related to those changes that the City would not have control over;
- The recycling program generates a significant amount of public complaints that we would no longer have to address nor have full control to resolve;
- Unlike some other municipalities, we have no physical assets related to recycling and there would be minimal staffing implications or surplus capital if not remaining involved;
- We have one Supervisor dedicated to diversion (ie. recycling, compost, etc.). Removing the recycling component would provide more capacity to prepare for the upcoming provincial requirement to implement an organics collection program and work with the team implementing our biosolids facility (2023 – 2025 and beyond).

Similar to other waste management categories (ie. household hazardous waste), in order to continue the transfer of the blue box service, it is recommended that delegated authority be approved to enter into any agreements with CMO and associated PROs.

As noted in the Background section of this report, Staff must complete the survey by CMO to express our intent to withdraw from this service by July 15th, 2022 if this recommendation is approved by Council.

Financial Implications

Although the City will remain responsible for providing blue box services to the ICI sectors, opting out of the blue box program for residential properties and public spaces is expected to result in a net savings to the municipality. This estimated savings will be brought forward in the 2023 budget deliberations; however, in 2023, the savings will only be effective from September 30, 2023.

The blue box transitioning process and financial details are evolving quickly and staff are still working to fully understand the financial impact to the City. It should be noted that any savings from the recycling transition will likely be required to fund an organics collection program.

Strategic Plan / Policy Impact

This is an operational matter and included in the Corporate Strategic Plan under Service Delivery. The delivery of recycling programs in the province of Ontario is now effected by this new regulation.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works regarding Blue Box Transition – Municipal Involvement Decision dated July 11, 2022 be received and that Council approve the City's withdrawal from management of the Blue Box program; further that delegated authority be provided to the Director to enter into agreements needed to continue this transfer of this service.

A delegation by-law will appear on a future Council Agenda.

Respectfully submitted,

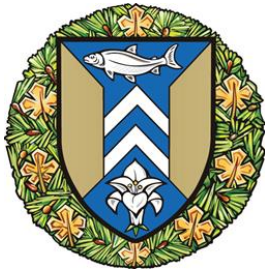


Susan Hamilton Beach, P.Eng.

Director of Public Works

705.759.5207.

s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Maggie McAuley, Municipal Services Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Contract 2022-11E – Trunk Road Resurfacing – Phase 2

Purpose

The purpose of this report is to obtain approval to award Contract 2022-11E. The project includes the resurfacing of the next phase of Trunk Road from South Market Street to Black Road including the replacement of the railroad crossing.

Background

On April 20, 2022, the Province announced that the City of Sault Ste. Marie had been selected for funding through the Ministry of Transportation 2022-23 Connecting Links Program. The Ministry's maximum provincial contribution for 2022 is \$2,261,059 towards the resurfacing of Trunk Road.

Analysis

One (1) tender was received. The tender submission was reviewed and found to be complete and valid. The low tender of \$1,852,006.22 (excluding HST) was received from Pioneer Construction Incorporated.

Financial Implications

The combined City/Connecting Link budget for this project is \$2,511,059.

When non-recoverable HST and an allowance for the Huron Central Railway crossing costs are added, the City's cost to complete this project is projected to be \$1,986,362. This amount can be accommodated within the available combined City/Connecting Link budget. The limits of the contract will be extended north on Black Road in order to maximize the funding.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Contract 2022-11E – Trunk Road Resurfacing

July 11, 2022

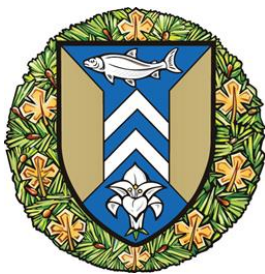
Page 2

Resolved that the report of the Municipal Services Engineer dated July 11, 2022, concerning Trunk Road resurfacing be received and that Contract 2022-11E be awarded to Pioneer Construction Inc.

The relevant By-law 2022-130 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@cityssm.on.ca



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Maggie McAuley, Municipal Services Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Plummer Court Ravine Drainage Upgrades

Purpose

The purpose of this report is to obtain approval to award Contract 2022-14E. The project includes storm sewer replacement and drainage improvements to the ravine located between Plummer Court and Pawating Place.

Background

At the January 31, 2022 meeting, Council approved the upgrades to the Plummer Court Ravine as part of several supplementary projects included in the 2022 Capital Budget. This approval was part of the additional funding approved by the Province under the Ontario Community Infrastructure Fund (OCIF).

Tenders received via email submission for Contract 2022-14E were opened on Thursday, June 23, 2022. Present at the opening was City Clerk as well as City staff. Tender results were made public on the City website immediately following.

Analysis

A total of two (2) tenders were received. The tender submissions were reviewed and found to be complete and valid. The low tender of \$502,900.65 (excluding HST) was received from 786222 Ontario Inc o/a Phillips Haulage.

Financial Implications

When non-recoverable HST and an allowance for engineering are added, the City's cost to complete this project is projected to be \$547,103. This amount can be accommodated within the remaining portion of the \$2.5M additional OCIF funding received in 2022.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Plummer Court Ravine Drainage Upgrades

July 11, 2022

Page 2

Resolved that the report of the Municipal Services Engineer dated July 11, 2022, concerning upgrades to Plummer Court Ravine drainage be received and that Contract 2022-14E be awarded to 786222 Ontario Inc o/a Phillips Haulage.

The relevant By-law 2022-131 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@cityssm.on.ca

June 24, 2022
211831

Carl Rumiel, P.Eng.
Director of Engineering
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Re: Contract 2022-14E Plummer Court Ravine Drainage Improvements
Tender Report

Mayor and Members of Council:

Provided herein is our Tender Evaluation Report with recommendations pertaining to the tenders received for Capital Project 2022-14E, Plummer Court Ravine Drainage Improvements

Project Description

The general scope of work for which the Contractor shall be responsible includes the construction of an access road within the ravine, clearing as required, removal of damaged pipe and headwalls, installation of new pipe and headwalls, cleaning and re-grading of the channel, and the placement of filter cloth and rip-rap.

Tendering of the Works

The call for tenders was advertised with the Sault Ste. Marie Construction Association and local news organizations. Copies of the Contract Documents were available at the Sault Ste. Marie Construction Association and the office of the Consultant.

Three (3) Addenda were issued during the tender period. Tenders closed on June 23, 2022 at 3:00 pm and were opened by representatives of The City of Sault Ste. Marie at approximately 3:15 pm on the same day. Due to Covid restrictions the opening was not open to the public. Results were posted on the City website on the same day.

Tender Prices

Two (2) tenders were received for the works. The tender prices including HST, as read at the tender opening, were as follows:

Contractor	Total Tender Price	Rank
Phillips Haulage (786222 Ontario Inc.)	\$568,277.73	1
EllisDon Industrial Inc.	\$679,846.42	2

The tenders were checked for arithmetic accuracy, and no errors were noted.

All the tenders were submitted with the appropriate Tender Security in the amount of 10% of the respective tenders, Agreements to Bond and other required documentation. The Tender Securities shall be retained by the City for safe keeping until a contract is executed. The submitted tenders all included a Contingency Allowance in the amount of \$50,000.00.

TENDER EVALUATION

Pricing Evaluation

TULLOCH completed a Pre-tender estimate in accordance with our scope of work. Due to the volatility in pricing seen in tendering in 2022, high and low estimates were provided as follows;

Low Estimate \$484,253.59 Incl HST.

High Estimate \$671,657.71 Incl HST.

The submitted low bid was 17% more than the low Pre-tender Estimate and 21% lower than the high Pre-tender Estimate, and in our opinion is a reflection of continued external market pressures.

We continue to see increases to construction pricing as a result of the local availability of labour, supply chain issues, fuel price fluctuations and contractors' mitigating risk.

The submitted pricing falls in the middle of our anticipated range and therefore we are of the opinion that it is reasonable for the defined scope of the work.

Completion Dates

The contract documents require that all work be completed by October 30th, 2022.

TULLOCH's Experience with the Low Bidder

TULLOCH is very familiar with Phillips Haulage (786222 Ontario Inc.) and has worked with them on numerous projects. Their submitted past experience meets our expectations and we are of the opinion Phillips Haulage (786222 Ontario Inc.) has the experience necessary to successfully complete the project.

Tender Validity

The tender contract documents stipulated tenders are to be held open for acceptance for a period of 60 days following the closing date.

Recommendation

TULLOCH recommends that the Corporation of the City of Sault Ste. Marie award the tender to Phillips Haulage (786222 Ontario Inc.) for a Total Tender Price of \$568,277.73 (inclusive of HST).

Tender Security

We recommend that the tender security of Phillips Haulage (786222 Ontario Inc.) and EllisDon Industrial Inc., the two low bidders, be retained until such time as a contract has been executed between The City of Sault Ste. Marie and Phillips Haulage (786222 Ontario Inc.).

Conclusion

Enclosed with this report, please find a completed Agreement for your use at Council. Contract documents for execution will be finalized and forwarded to Phillips Haulage (786222 Ontario Inc.) once official award of contract has been determined.

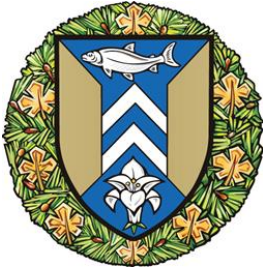
The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

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

John McDonald, P.Eng.
Project Manager

Att.



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

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

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: POA Wawa Satellite Court Licence of Occupation

Purpose

The purpose of this report is to request Council's approval for a Licence of Occupation (the "Agreement") between the City and The Corporation of the Municipality of Wawa (the "Municipality") for the City's use of office space to conduct Provincial Offences Court.

Background

As Council is aware, the City is responsible for Provincial Offices administration and prosecution. In addition to the court facility at the Civic Centre in Sault Ste. Marie, the City operates a satellite court in Wawa. Since March 21, 2001 the City has entered into Licence of Occupation agreements with the Municipality to lease space in its Municipal Office to hold court approximately once per month.

The Agreement is now due to be renewed.

Analysis

The Agreement is for a term of two (2) years, commencing July 15, 2022 and terminating on July 14, 2024 (the "Term"). The cost of renting the facility is \$3,130.08 annually for a maximum fifteen (15) days usage per year. If additional court days are required, the City is required to pay to the Municipality \$207.04 for each extra day.

The Agreement requires that the City's Court Liaison and the Clerk of the Municipality arrange court dates and times as soon as same are provided by the Senior Regional Justice of the Peace. The Agreement also requires that the Municipality make reasonable efforts to accommodate the City in the event that the Agreement is terminated.

Financial Implications

The financial impact of the Agreement is as set out above.

The annual rental amount and fee for additional days shall increase by the annual change in the Consumer Price Index (CPI) for Canada from the previous year on March 16th of each year of the Term. Should the facility be used to the maximum number of days, rent would be \$3,130.08 for the first year.

The agreement has been updated to ensure the municipality of Wawa maintains the facility in accordance with any health requirements and regulations due to pandemic impacts on court operations. Additionally, the costs under the agreement will only be billed to the City by the municipality of Wawa for physical use of the facility. This will reduce costs in situation where the satellite court is actually conducted from the Sault Ste. Marie court room.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

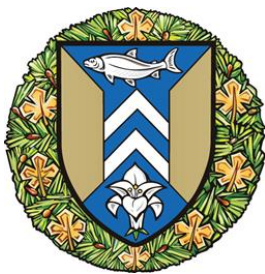
It is therefore recommended that Council take the following action:

The relevant By-law 2022-123 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel
MBS/lv

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2022\WAWA POA LICENCE OF OCCUPATION OPEN.docx



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Single Use Plastics Ban By-Law Update

Purpose

This purpose of this report is to update Council and provide response to Council's resolution from November 15, 2021, and includes a summary of the results of the single-use plastics ban community consultations. Included on the update will be the efforts the City has taken to reduce single-use plastics from their operations and recommendations for consideration from Council for the proposed by-law. The resolution stated:

Whereas City Council has now received the report from staff on the elimination of plastic bags from the motion dated September 25, 2021; and

Whereas the report shows that the plastic pledge has not achieved the desired result to see residents and businesses adopt the pledge; and

Whereas numerous provinces and cities in Canada including: Nova Scotia, Prince Edward Island, Newfoundland and Labrador, Montreal, Jasper, Prince Albert, Vancouver, Edmonton and Regina, among others either have or will soon have bans on plastic bags and other plastics;

Now Therefore Be It Resolved that staff will undertake what is required to put a plastics ban in place in Sault Ste. Marie effective July 1, 2022 on the following items at a minimum: plastic grocery bags used in grocery stores, retail and restaurants, plastic straws and stir sticks, plastic cutlery, and plastic take-out food containers used by restaurants. In addition to the plastics ban, staff will create a community waste reduction strategy with robust goals to be approved by City Council and in place by July 1, 2022 with public consultation to take place prior to a by-law coming forward.

Background

Community Consultations Summary & Highlights

Between March 21 and April 21, 2022, the City launched a comprehensive community consultation campaign, to obtain feedback from businesses and

residents in the community regarding a single-use plastics ban. A summary of the consultation activities is provided in the table below.

Table 1: City of Sault Ste. Marie Single Use Plastic Ban Consultations Summary

Activity	Timeline
Press release sent to local media	March 21, 2022
E-blast sent to 270 key community stakeholders	March 21, 2022
Business mail-out to 317 retail businesses in Sault Ste. Marie	March 21, 2022
E-blast sent to Sault Ste. Marie Chamber of Commerce Members	March 21, 2022
Direct outreach to Downtown Association membership	March 21, 2022
Community Online Survey (707 Responses received)	March 21 – April 21, 2022
Business Online Survey (89 Responses Received)	March 21 – April 21, 2022
Virtual Open House (39 registrants, 21-25 attendees)	April 7, 2022

The community consultations resulted in a variety of insights, as well as hundreds of individual comments. A few of the common themes identified from the feedback are listed below:

- Need for clear understanding and distinction between single-use plastics and recyclable plastics
- Concern from retailers on the need for a clear ban timeline to allow them to prepare, source alternatives, and for the public to be made aware
- A need for information regarding affordable single-use plastic alternatives
- Interest in aligning with Federal compliance to reduce ban redundancy
- Cost for alternatives is a real concern – not only for businesses but also those with lower income
- Interest in a phased approach to certain items to start, and others to be banned later

Feedback regarding ban opportunities and concerns are further detailed in the table below:

Table 2: Consultations Key Takeaways

Opportunities	Concerns
• Majority of respondents were familiar with the environmental impacts of single-use plastic • Many people already use their own reusable shopping bags • Many say that if there was a ban, they would prefer to bring their own bag or basket from home	• Many use grocery bags for other things (e.g. for garbage bags) • Lack of understanding what constitutes a single-use plastic • Concerns by charities that receive plastic bags by way of donations to assist in providing meals to seniors etc.

• Strong support for eliminating plastic bags in retail and plastic cups and lids, and straws for takeout • Some businesses who responded to the survey have already implemented measures to reduce single use items • Many businesses (where applicable) who responded, support allowing customers bringing their own reusable bags	• Lack of awareness regarding affordable alternatives • 54% of businesses survey said they have had trouble sourcing alternatives for single use plastics – some key concerns for this include quality, cost, the Pandemic, and supply chain issues • COVID / sanitation • Federal Ban impact
--	--

Corporate Waste Reduction Efforts Summary

In addition to the consultations regarding single-use plastics, a review of the actions that the City has taken to reduce operational waste was conducted. Firstly, the City community centres and canteen facilities have taken a variety of steps to reduce their waste, including:

- Recycling of Beer Cans
- Cardboard take out option
- Cardboard plates
- Coffee Cups at the Seniors Centre are now washed to reduce waste
- Paper recycling
- City Marina's are Clean Marine Eco-Rating Program¹.

Changes have also been made to purchasing packages to reduce single use packaging material by Community Development & Enterprise Services (CDES) and City facilities include:

- Replaced bagged milk with recyclable cardboard containers
- Replaced plastic straws and stir sticks with paper straws and wood stir sticks
- Offering bottled water and canned beverages as these containers can be recycled
- Replaced Styrofoam food containers with cardboard based containers
- Replaced single-use plastic bags with paper bags
- For events they have eliminated Styrofoam plates and replaced them with ceramic plates and glassware
- All eggs are purchased in cardboard based cartons only
- Beer is no longer accepted in plastic rings
- Liquid soaps in bathroom dispensers are refilled from larger jugs to cut down on the amount of smaller packaging
- Replaced non-refillable pens with re-fillable pens and pencils

¹An environmental program that allows marine businesses to follow best environmental practices to reduce and prevent water, air and land pollution associated with recreational boating activities in Ontario) participant our Marina's. Actions in the program include: Light bulbs, cleaning supplies, disposal of residual oils, gases, water conservation etc.
<https://www.boatingontario.ca/cpages/clean-marine-program>

- When items are purchased for the facilities they are required to be delivered in cardboard boxes instead of plastic film packaging

Plastic Free Pledge

In 2021, City Public Works – Waste Division in partnership with Clean North developed the City's plastic free pledge. Clean North constructed the on-line registration form to be completed by all participants. The City assisted by promoting the pledge through the City's social media site and website, responded to media and presentation requests as well as design and produce the certificate for the successful participant(s). The GFL was one of the initial locations to take the City's plastic Pledge in March 2021. At a site level Memorial Gardens is performing at a high standard that has allowed the City the status of a Gold Pledge level alone. In addition, CDES recently contacted GFL and Public Works to add 12 more recycle bins at the GFL to further amplify recycling efforts. As well, Public Works also worked with other areas of the Corporation to conduct their plastics audit and register for the pledge.

As of June 8, 2022, there are 33 registrants for the plastic free pledge including 13 individuals, 17 families and 3 organizations. Efforts are underway to work with City communications to do more promotion of the pledge.

Analysis

Single-Use Plastic Ban Categories

On December 25, 2021, the Government of Canada published the proposed Single-use Plastic Prohibition Regulations, for public review. It identified six (6) categories of single-use plastic items that it is moving forward to prohibit. These include: plastic checkout bags, cutlery, foodservice packaging and service ware made from "problematic plastics", six-pack ring carriers, beverage stir sticks and straws.

On June 20, 2022, the Government of Canada published final regulations to prohibit the above mentioned single-use plastics. The ban on the manufacture and import of six single-use plastics, barring a few targeted exceptions to recognize specific cases, will come into effect on December 20, 2022, with ring carriers on June 20, 2023 and flexible straws yet to be determined. To provide businesses in Canada with enough time to transition and to deplete their existing stocks, the sale of these items will be prohibited as of December 20, 2023, and June 20, 2024 respectively. The Government will also prohibit the export of plastics in the six categories by the end of 2025, making Canada the first among peer jurisdictions to do so internationally².

² Government of Canada. (2022). *Government of Canada delivers on commitment to ban harmful single-use plastics*. Retrieved from: [Government of Canada delivers on commitment to ban harmful single-use plastics - Canada.ca](https://www.canada.ca/en/government/news/2022/06/government-of-canada-delivers-on-commitment-to-ban-harmful-single-use-plastics.html)

For the purpose of this report, and to seek alignment with the incoming Federal Ban, the six single-use categories are defined in more detail below³:

1. **Single-use plastic checkout bag:** means a plastic bag manufactured item that is formed in the shape of a bag that is designed to carry purchased goods from a business and is made from plastic film, will break or tear if it is used to carry 10 kg over a distance of 53 m 100 times; or, will break or tear if it is washed in a washing machine in a wash cycle recommended by the manufacturer for washing cotton or linen.
2. **Single-use plastic cutlery:** means a plastic manufactured item that is formed in the shape of a fork, knife, spoon, spork or chopstick and that after being immersed in water maintained at a temperature between 82°C and 86°C for 15 minutes, changes its shape.
3. **Single-use plastic flexible straw:** means a single use plastic straw that has a corrugated section that allows the straw to bend and maintain its position at various angles
4. **Single-use plastic foodservice ware:** means a plastic manufactured item that is formed in the shape of a clamshell container, lidded container, box, cup, plate or bowl; and is designed for serving or transporting food or beverage that is ready to be consumed without any further preparation; and is made from expanded polystyrene, extruded polystyrene, polyvinyl chloride, a plastic that contains a black pigment produced through the partial or incomplete combustion of hydrocarbons or a plastic that contains any additive that, through oxidation, leads to chemical decomposition or to the fragmentation of the plastic materials into micro-fragments.
5. **Single-use plastic ring carrier:** means a plastic manufactured item that is formed in the shape of a deformable container-surrounding bands and that is designed to be applied to beverage containers and selectively severed to produce packages of two or more beverage containers
6. **Single-use plastic stir stick:** means a plastic manufactured item that is formed in the shape of a drinking straw and that, after being immersed in water maintained at a temperature between 82°C and 86°C for 15 minutes, changes its shape.

Ban Preparation and Transition Period

The Federal Government regulation on single-use plastic ban notes that businesses may need time to transition away from the single-use plastics being banned or restricted, as well as to use up existing inventory that has already been

³ Government of Canada. (2021). *Government of Canada moving forward with banning harmful single-use plastics*. Retrieved from: <https://www.canada.ca/en/environment-climate-change/news/2021/12/government-of-canada-moving-forward-with-banning-harmful-single-use-plastics0.html>

purchased. The World Trade Organization's Committee on Technical Barriers to Trade Agreement requires that, with limited exemptions, technical regulations made by member countries provide at least a six-month transition time between the publication of final regulations and their coming into force.

Exemptions

In alignment with the Federal Government Single-use Plastic ban regulation, there is a long list of plastics that will be exempt from the ban. The federal government also identified two categories of exemption considerations: products performing an essential function (i.e. accessibility, health and safety, or security functions) or products for which no viable alternatives exist. Some examples of those products that are not intended to be prohibited include bags intended to hold organic waste meant for composting, bags commonly used in household or commercial recycling bins, garbage for landfill, bags to package fruit, vegetables, candy, grain or other loose bulk foods, bags used to package meat, poultry, fish, flowers, bakery goods. The list includes examples and is not exhaustive. There are exemptions in the other 5 categories as well, for example, reusable cutlery made of thick plastic will be exempt, cups and containers used by hospitals and care institutions, paper and fibre based coffee cups with a plastic lining, food containers made from non-prohibited kinds of recyclable plastics, flexible plastic packaging or wrapping that is used for food that is ready to be consumed;

As the Federal Government's single use plastics prohibition regulation also includes the dates by which the manufacture and import of these various plastics must cease, these items will slowly disappear due to the manufacturing ban.

Coming into Force Dates

The Federal Regulation will include dates by which the different single use plastics can be manufactured, imported, sold, and exported. For these reasons we recommend that the dates set out in that Regulation be imported and followed in this proposed by-law.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact

The City Corporate Strategic Plan outlines environmental stewardship as a value to ensure that we use resources wisely to maintain and create a sustainable city for future generations. The plan also identifies infrastructure and quality of life as strategic focus areas. Furthermore, the FutureSSM community development strategy also includes Environmental Sustainability as one of the four pillars of community development.

In addition, the reduction of GHGs aligns with the recently approved *Sault Ste. Marie Community GHG reduction Plan: 2020 – 2030*, which recommends the pursuit of waste reduction.

Recommendation

It is therefore recommended that Council take the following action:

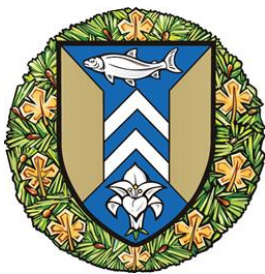
Resolved that the report of Emily Cormier, Sustainability Coordinator dated July 11, 2022 titled Single Use Plastics Consultations Report be received as information, and,

Further that Council direct staff to draft a by-law in alignment with the six items outlined in the Federal Single-Use Plastic Prohibitions regulations, including the associated exemptions. The by-law should provide for a period of six months notice of the by-law coming into effect, and to include an enforcement section that is deferred for a one-year period from the date of the passing of the by-law, and,

Further that staff report back to council with a by-law by the August 8 or August 29, 2022 Council meeting.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@cityssm.on.ca



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender – Transit Terminal Relocation, Transit Division

PURPOSE

Attached for your information is a summary of the tenders received for Construction for the Transit Terminal Relocation, as required by Transit Division – Community Development and Enterprise Services. Staff recommending that the tender not be awarded.

BACKGROUND

On November 15, 2021 City Council approved the Services of IDEA for Tendering Construction for Transit Terminal Relocation.

The tender for the construction of the Transit Terminal Relocation was publicly advertised. Public opening of the tenders took place on June 21, 2022 with the Deputy City Clerk in attendance. Present at opening also included City staff representation from CDES.

ANALYSIS

Submissions from two (2) bidders were received prior to closing deadline. The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project IDEA Inc., and City staff representation from CDES and Purchasing.

Tenders received as follows:

Mike Moore Construction Ltd.	\$3,714,000.00
S&T Electrical Contractors Ltd.	\$4,727,813.00

FINANCIAL IMPLICATIONS

Funding in the amount of \$2,000,000 was approved in the 2021 Capital Budget for this project. ICIP has approved this project with a total reimbursement rate of 73.33%. After costs of Architectural and Engineering Professional fees, and other miscellaneous applied expenses, the value remaining for Construction is \$1,712,109.43 (including non-rebateable HST)

The tendered amounts cannot be accommodated within this allocation.

A report from Community Development and Enterprise Services appears elsewhere on the agenda, outlining consideration of next steps and determination of path forward, regarding this Infrastructure initiative.

STRATEGIC PLAN / POLICY IMPACT

This Project is included in the Infrastructure focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated July 11, 2022 be received and as bids exceed the approved budget, the Tender be closed with no award.

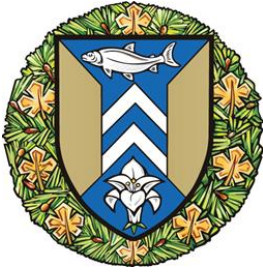
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Terminal Relocation Update

PURPOSE

To provide Council further information related to tender submissions for the terminal relocation project and seek approval on recommended direction.

BACKGROUND

Please find Appendix A attached for a full timeline on decision points made by Council for the terminal relocation.

On July 12, 2021 the following resolution was passed.

“Resolved that the report of the Director, Community Services concerning Dennis Street Terminal Relocation dated July 12, 2021 be received.

Furthermore, that a RFP be issued to obtain a consultant to complete construction drawings and administer the tendering process for the renovation/build of the 111 Huron Street transit facility.”

On November 15, 2021 City Council approved the Services of IDEA for Tendering Construction for Transit Terminal Relocation.

ANALYSIS

The 111 Huron St. Transit maintenance facility location was identified as a viable option to relocate the Dennis St. Terminal in the 2018 Route Optimization Study completed by the Transit Consulting Network. Further to the Purchasing Manager’s report located elsewhere on the agenda, the City’s professional services firm for the project, IDEA Inc., has provided a supporting report (Appendix B) with their analysis for review.

Key points include:

1. There is significant volatility in the local market as it is highly saturated. It was difficult to attract qualified General Contractors and Sub-trades to bid the project.
2. The bidders that closed the project expressed that many Sub-trades were too busy or declined to price the project. In many cases, a single sub-trade provided pricing.
3. The lack of trade resources is expected to increase costs related to overtime and outsourcing. Additional contingency had to be added to account for having to source trades from Southern Ontario (room, travel and meals) due to lack of available local tradespeople. This is related to major demand locally.
4. Globally the cost of materials has been increasing, even exceeding the rate of inflation, creating an element of risk which is being built into pricing.
5. Transportation and shipping have had a notable impact along with product shortages (concrete, glass). In addition costing for items such as fuel, steel and materials have increased in excess of 40%.
6. IDEA indicated in a follow up discussion that they are seeing this type of price escalation in other recent project submissions as well.
7. Throughout the design process a number of value management sessions were held to align the project scope with the minimum requirements. Re-scoping the current project will not result in reducing the variance from the base budget. Given the variance, it would not be possible to reduce the project quality to meet minimum requirements. Additional funding will be required.

The issues raised are not anticipated to be resolved in the short term. IDEA has reaffirmed that the design was modest in nature (renovation and expansion) and did not impact overall project costs. Staff are not recommending to proceed with the low tendered submission and the goal is to take the most fiscally responsible approach.

Recommended next steps:

1. To reject the low tender submission.
2. Approve Transit Services to submit a change order to the Investing in Canada Infrastructure Fund to revise the approved \$2,000,000 project to that of a plan and design phase project only.
 - Reduce from approved \$2,000,000 project (City Share \$533,400) to \$238,142 (City Share \$63,512) to cover Professional and Design services to date.
3. Prepare a revised budget estimate with IDEA to bring forward to the 2023 Budget meeting.

4. Submit a new request to ICIP this summer for the build, tendering and contract administration services in order to expedite the process should Council approve the 2023 Budget request.
5. Continue to perform ongoing repairs through Asset Management items required to continue at Dennis St Terminal for the near term.

It should be noted that it has been taking six (6) to eight (8) months to obtain approval from ICIP for new projects. Therefore, a decision from ICIP is not likely to be made until early winter 2023 at the earliest if this is approved at the budget meeting in February 2023. This will likely result in a tender late spring/summer 2023 with a build in 2023.

The aim of Transit Services is to provide the best possible transit experience for transit users. The City has taken a number of steps to improve transit services over the recent past including the route optimization implementation and investment in the transit fleet and related equipment. The relocation of the transit terminal is seen as a way to improve transit service from a number of perspectives including improved service delivery, operating efficiency and financial benefit for ongoing cost savings.

FINANCIAL IMPLICATIONS

The recommended option will not have an impact to the operations for 2022.

A change order in scope to ICIP is required to facilitate claim submissions to date. ICIP has approved this project with a total reimbursement rate of 73.33%.

Professional fees to date including open house costs amount to \$238,142 of which \$63,512 (26.67% City Share).

Elimination of the downtown terminal will result in the reduction of a portion of the ongoing maintenance and repair costs associated with the Dennis Street Terminal estimated at \$105,000 annually (\$75,000 annual maintenance over next 5 years and reduced Operating costs of \$30,000). There will also be \$67,000 in annual fuel salary expenses. However, some costs will continue to occur at a lower rate (utilities, cleaning, snow removal etc.) at the new expanded facility.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated July 11, 2022 concerning Dennis Street Terminal Relocation be received and that the following be approved:

1. To not accept the low tender submission.
2. Transit Services to submit a change order to the Investing in Canada Infrastructure Fund to revise the approved \$2,000,000 Project to that of a Plan and Design phase project.
 - Reduce from approved \$2,000,000 (City Share \$533,400) to \$238,142 (City Share 26.67%, \$63,512) to cover Professional and Design services including open house fees to date.
3. Prepare a revised budget estimate with IDEA to bring forward to the 2023 Budget meeting.
4. Submit a new request to ICIP this summer for the build, tendering and contract administration service in order to expedite the process should Council approve the 2023 Budget request.

Respectfully submitted,

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

APPENDIX A – Background Timeline for Transit Terminal Relocation

Council Date	Agenda Item	Decision Point	Comments
Jun 17, 2017	Feasibility Study – Potential Transit Operations Integration at Public Works	Report by Susan Hamilton Beach on June 26, 2017, which outlined staff's recommendation not to proceed with an integrated facility. This was based on the estimated costs of the project being significant (approximately \$36M and \$60M) and not realistically capable of being funded by the City despite a potential contribution by funders (PTIF). It was recommended that the addition/renovation at each of the separate facilities be pursued.	Report received as information
Apr 9, 2018	Transit Route Optimization	Transit Consulting Network presentation - Wally Beck and Optimization Study Report (dated March 12, 2018)	Under 4.1.4.3 - One option identified was Provide a bus terminal/ transfer location at the Transit Centre located at 111 Huron Street
Apr 9, 2018	Transit Relocation- Feasibility Study (Tulloch)	Request staff develop a plan for Council approval to utilize Public Transit Infrastructure Funding for priority Transit needs that does not include re-opening the environmental assessment for an integrated Transit and Public Works and Transportation facility; Further, that staff review the study results and the Asset Management Plan for the Public Works facility and determine the needs and timing for identified projects.	Plan prepared & provided to council on May 21, 2019
May 21, 2019	ICIP Transit	Council approval required for 2019-2021 initial ICIP Transit Stream submission	Approved - Terminal relocation was included in year 2021
Jun 29, 2020	Dennis St. Relocation Report - Public Consultation	Consultant be retained to administer a public consultation once City facilities are reopened. Should a public open house not occur by August 31, 2020 due to COVID-19 restrictions, staff may conduct consultation using a digital option following the Environmental Assessment process	Approved
Sep 14, 2020	RFP Engineering Consulting Services- EA Relocation Downtown Terminal	Purchasing Report to Council Recommending Tulloch to conduct EA process and design concept	Tulloch Engineering Inc. approved to conduct EA process
Dec 7, 2020	2021 Budget Deliberation	Approve ICIP submitted projects for 20221 Budget Process	Terminal Relocation included and approved
Jun 14, 2021	Dennis Street Terminal Relocation	EA Consultation Results and Recommendation (Two digital open houses held Wednesday Jan 13, 2021 and Tuesday Jan 19, 2021)	Tulloch and staff recommend to approve & proceed to construction drawings and tendering



June 24, 2022

IDEA Project No. 21034

Corporation of the City of Sault Ste. Marie
27 Fourth Line East
Sault Ste. Marie, Ontario
P6A 5K8

Attention: Brent Lamming, Director of Community Services

Re: Tender Analysis – SSM Transit Facility New Bus Terminal and Alterations

Dear Sir:

Tenders for the above-noted project were received at the City Clerk's Office at the City of Sault Ste. Marie before the required time on June 21st 2022. These submissions were opened in a public meeting held the same day at 2:00 p.m. at the Civic Centre. Two (2) Stipulated Sum Tendered Amounts were received as follows:

Mike Moore Construction Ltd.	\$3,714,000.00 plus HST
S&T Electrical Contractors Ltd.	\$4,727,813.00 plus HST

As your Consultants, we have reviewed the tender submissions in accordance with the requirements of the Tender Documents and Industry Standards. Both Bids were complete and without errors and as such meet the requirements of the Tender call.

The low tender was received from **Mike Moore Construction Ltd.** in the amount of **\$3,714,000 plus HST**. They have indicated in their Tender that they agree to complete the Work of the Base Bid Contract within **26 weeks** from date of tender award. Tenders will remain open for acceptance and irrevocable for a period of thirty (30) days after the Tender closing date. This period ends on **July 21st, 2022**.

The low tender amount exceeds the project budget that was originally approved at \$2M in 2020 and updated to \$2.2M in 2021. Throughout the design process a number of value management sessions were held with the project management team to align the project scope with the minimum project requirements to mitigate against anticipated rising construction costs. Unfortunately the global and local conditions are having an unprecedented impact on the construction industry that has led to higher than expected tender results.

Locally Sault Ste Marie's construction market is highly saturated and it was difficult to attract qualified General Contractors and Subtrades to bid the project. The bidders that closed the project expressed that many sub-trades were too busy or declined to price the project. In many cases only a single subtrade provided pricing. This lack of trade resources is expected to increase costs as those that were able to close would need to factor in overtime or outsourcing to address these labour shortages.

Globally the cost of materials has been increasing at rates exceeding inflation since the beginning of the pandemic. These material costs have impacted both the costs of current products. It has also created an element of risk for bidders that need to anticipate the future cost of products and materials over the duration of the project since they are obligated to honor their tender prices for the duration of the project. This risk ends up built into the tender price.

Transportation and shipping has also had a notable impact on any products that rely on offshore components. These delays along with overall product shortages (ie. Concrete) have factored into a longer than expected project schedule and ultimately result in additional project costs associated with general supervision.

The issues noted above, particularly the local ones are not expected to be easily resolved in the near term. Escalation is also expected to continue to rise. Given the variance we do not believe it would be possible to reduce the project quality enough to meet your current budget. In order to provide a City Transit Facility consistent with your current minimum project requirements additional project funding will be required.

We recommend presenting the lowest compliant tender to the Ministry, ICIP and Council for review and consideration immediately. If additional funding is identified, please advise and we can prepare a Letter of Intent to the contractor on your behalf. Alternatively the City will need to review with staff to determine a significantly reduced scope of project that meets their operational and safety requirements.

Please review this Tender Analysis and supporting information and advise on your preferred next steps. Should you have any additional questions or require any additional information, please do not hesitate to contact our office.

Yours truly,

IDEA Inc.
Integrated Design – Engineering + Architecture



Jeanette Biemann FEC, P.Eng, ASHRAE
Principal

Attached:

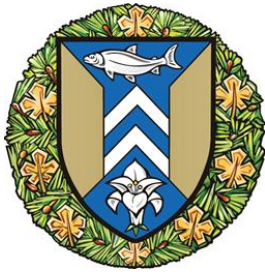
- IDEA Tender Analysis – June 21st 2022

cc: (via email)
Brent Lamming City SSM
Nicole Maione City SSM
Karen Marlow Manager, Purchasing

SSM Transit Facility New Bus Terminal & Alterations

TENDER REVIEW FORM (consultant / client form only do not circulate)								IDEA Project 21034
		Note	Units	Mike Moore Construction Ltd	S&T Electrical Contractors Ltd			Notes
PRIMARY SUBMISSION - June 21, 2022								
1	Time Received		<12:00:00	11:56:17	11:53:51			
2	Addenda	4	(#)	4	4			
3	Tender Amount		(\$)	\$3,714,000.00	\$4,727,813.00			
4	HST		(\$)	\$482,820.00	\$614,615.69			
5	Total Contract Price		(\$)	\$4,196,820.00	\$5,342,428.69			
6	Completion Date	Substantial Performance	(weeks)	20	48			
6a		Total Performance	(weeks)	26	54			
7	Appendix A	List of Subtrades	(X) received	x	x			
8	Appendix B	Separate Prices	(X) received	x	x			
8a	Separate Price #1	Existing Transit Facility Operations Area	(\$)	\$284,858.00	\$290,506.00			
8b	Separate Price #2	Existing Transit Facility Administration area	(\$)	\$275,550.00	\$329,603.00			
8c	Separate Price #3	Existing Washrooms	(\$)	\$159,000.00	\$155,493.00			
9	Appendix C	Unsolicited Alternate	(X) received	x	x			
8	Bid Bond	10% of Tendered Amount	(X) received	x	x			
9	Consent of Surety /Agree. to Bond	100% Performance and 50% Labour Material Payment	(X) received	x	x			
15	Comments							
CONCLUSION								
16	Total	incl. all SPOs	(\$)	\$4,433,408.00	\$5,503,415.00			
17	Rank	Lowest to High		1	2			

Present at Tender Opening:
City Karen, Madison, Brent, Nicole
IDEA Jeanette



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

COUNCIL REPORT

July 11, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: West End Splash Pad Request

PURPOSE

To seek Council approval to utilize available Canada Canadian Build Funds (CCBF) to advance the project.

BACKGROUND

At a Council meeting dated June 28, 2021 the following resolution was passed.

Whereas in June 2019 the City of Sault Ste. Marie opened its first splash pad in Bellevue Park in the east end of the community; and

Whereas since its opening the splash pad has been heavily used and June 28, 2021 Council Agenda thoroughly enjoyed by children and families; and

Whereas the City of Sault Ste. Marie should aim to provide equitable access to amenities and services in different parts of the community, especially as they relate to families and children; and Whereas, as a community, we have been working to revitalize our city parks; and

Whereas there are many parks in the western part of Sault Ste. Marie that could be revitalized; and

Whereas many communities of our size have more than one splash pad

Now Therefore Be It Resolved that City staff be requested to explore opportunities and locations for the establishment of a second splash pad in a city park in the west end of Sault Ste. Marie, and report back to City Council with a list of potential sites for the establishment of a splash pad in the Sault's west end.

At a Council meeting dated November 15, 2022 the following resolution was passed.

Resolved that the report of the Director of Community Services dated November 15, 2021 be received, and the item be referred to 2022 budget deliberations in the amount of \$750,000 for capital construction of a splash pad at Manzo Park with a corresponding service level increase of \$115,000 in budget 2023 to cover of ongoing operating costs.

December 7, 2021 Council Meeting – Budget Deliberations – Second Evening

West End Splash Pad Council Report – The request for \$750,000 was discussed. Through the Committee of the Whole deliberations, Council directed staff to reduce the potential allocation to \$625,000.

At the May 2, 2022 Council Meeting (within the Plaza report) Deputy CAO, CDES Vair advised that CCBF funding in the amount of \$2,237,787.00 was unallocated. This amount of funding would enable Council to continue with both the west end splash pad project (\$625,000 recommended by Council) and the plaza project with the remaining \$294,025 later allocated to the Mill Market project.

ANALYSIS

Through prior reports and further to 2022 budget deliberations Manzo Park has been identified as the best location for Sault Ste. Marie's next Splash Pad based on the following:

1. Existing infrastructure in terms of washrooms, ties into existing utilities and complementary amenities.
2. Best location in terms of pricing utilizing existing infrastructure.
3. Takes advantage of existing summer staffing at the facility in terms of life-guards and parks staff.
4. Aligns well with existing programming such as Every Breakfast Counts.
5. Serves target demographics and has the highest nearby population.
6. Lower ongoing maintenance requirements.
7. Ample space for parking expansion.
8. Located on an existing bus route providing access for all.

In addition, the demographics of the area are well served with a high population of 17% of the residents under 14. The site has ample power and water service coming into the Manzo pool building and options to tie existing infrastructure for drainage (Appendix A-Concept).

If this request is approved there will be an interactive water play features in three (3) locations within the City.

1. Splash Pad at Bellevue Park – East Location (serves community)
2. Plaza Interactive Fountain – Central Downtown Location (serves community)

3. Manzo Splash Pad – West Location (serves community)

Next Steps – Timeline

1. Council approval required to access available CCBF for \$625,000 – July 11, 2022.
2. Submit a service level increase request for 2023 in the amount of \$115,000 to support ongoing operation of the new splash pad – July/August 2022 submission for 2023 Budget
3. RFP for Professional Services.
 - a. Issue week of July 12, 2022
 - b. Close week of August 3, 2022
4. Complete Construction/Build drawings. August/September 2022. This will confirm a more accurate construction estimate. If estimates indicate that the project will be over the approved budget then the tender would be deferred and the additional capital requirements would come with the 2023 budget.
5. Issue Tender for Project – Subject to project estimate – anticipate issuing tender in January 2023 to obtain accurate pricing.
6. Construction/Installation – Spring Installation 2023

Staff are recommending the use of available CCBF funds.

FINANCIAL IMPLICATIONS

The recommendation does not impact the 2022 Recreation and Culture or Parks operating budget. A supporting service level increase in the amount of \$115,000 will be referred to 2023 Budget for ongoing operations. The service level increase covers.

- Ongoing projected utility use – \$110,000
- Interim student staffing to cover from May long weekend until end of June (existing staff covers June to September 2022) – \$5,000

The \$625,000 will come from remaining CCBF.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”
- Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

RECOMMENDATION

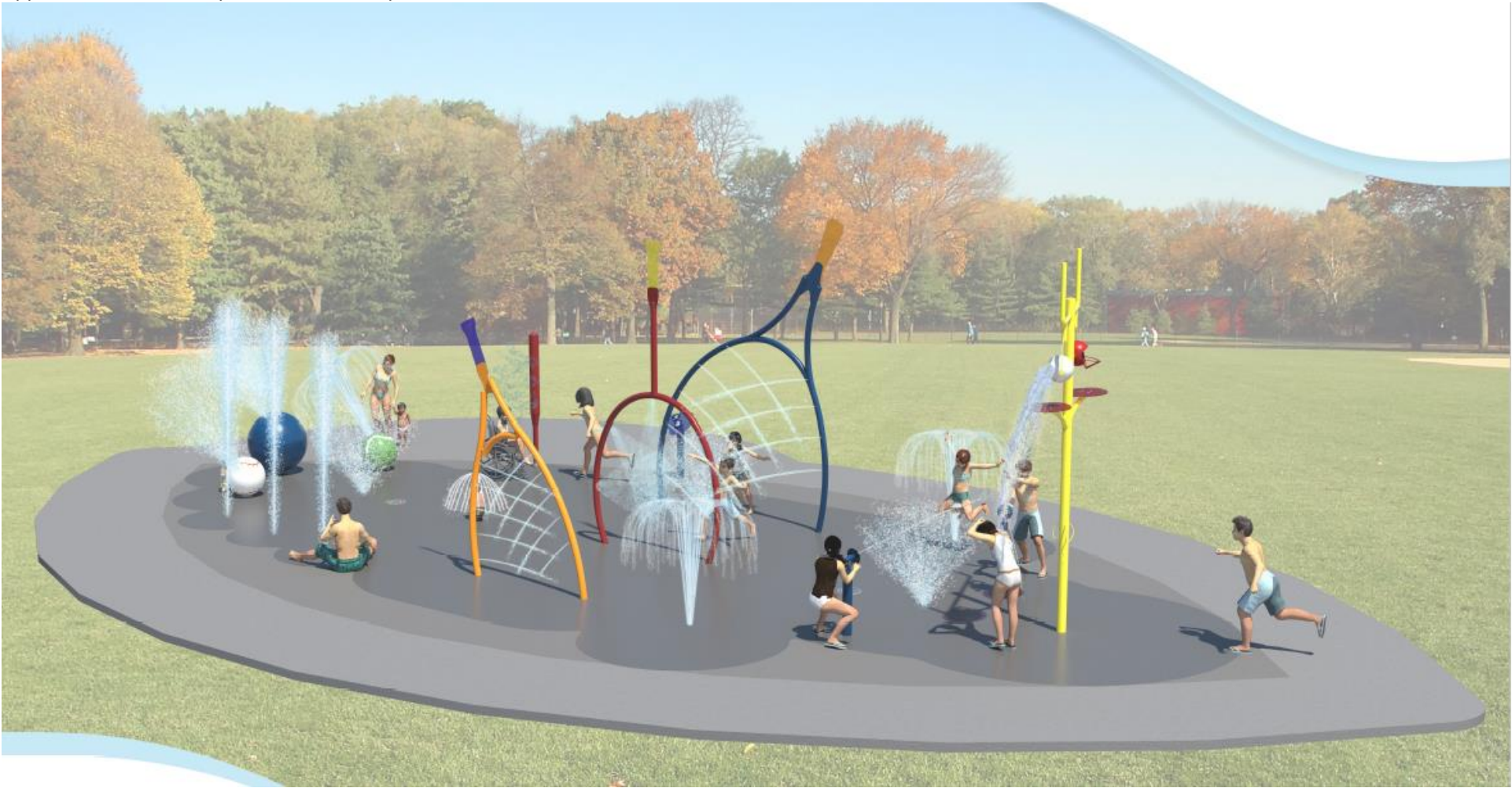
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated July 11, 2022 be received and that Council approve the following:

- The use of \$625,000 in Canada Canadian Build Funds funding to advance the project.
- A Request for Proposal for professional and contract administration services be completed.
- Tenders for construction and splash pad playground equipment and Installation issued if project is on budget.
- Direct staff to submit a supporting service level increase in the amount of \$115,000 to the 2023 Budget for ongoing operations.

Respectfully submitted,

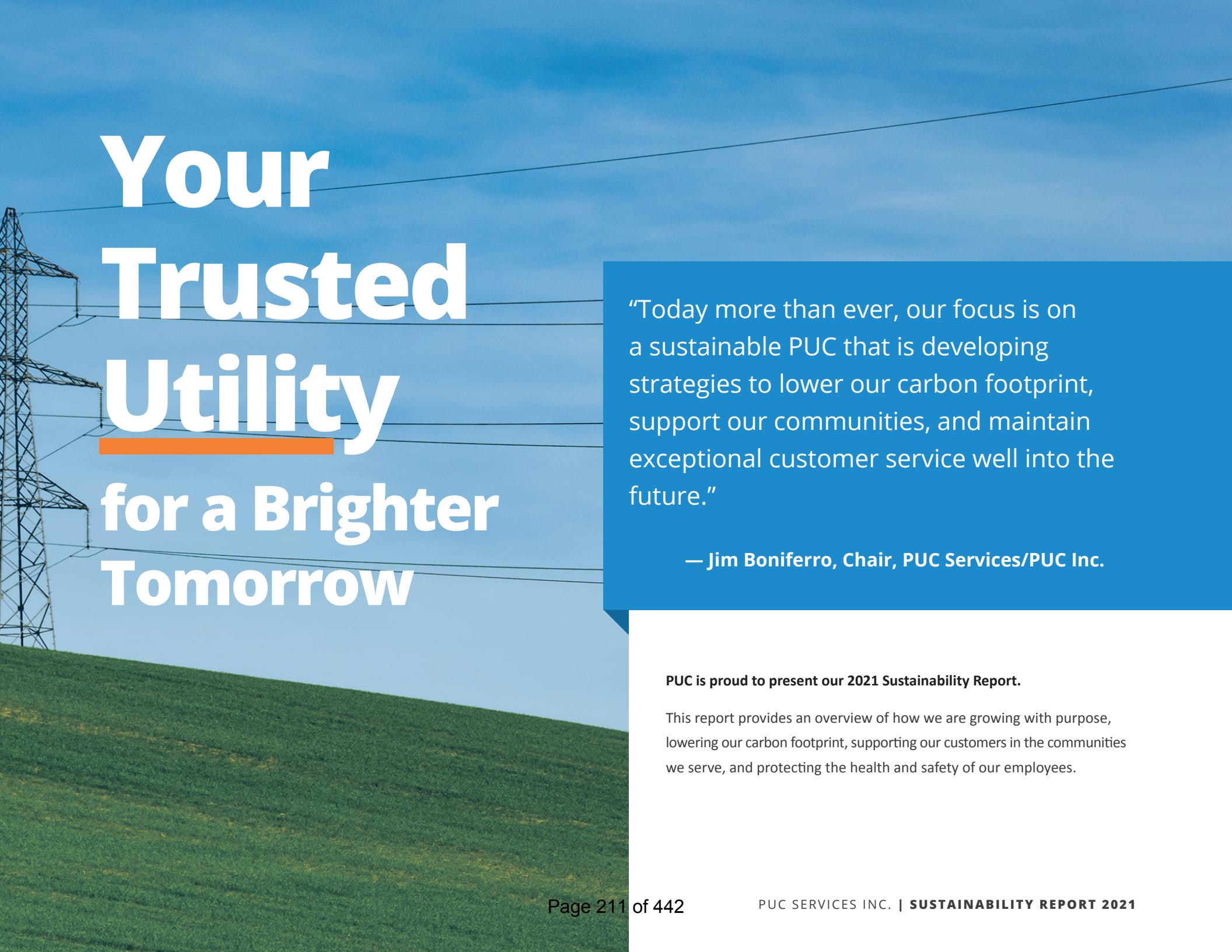
Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca





PUC SERVICES INC. | SUSTAINABILITY REPORT 2021

Realizing our Vision



Your Trusted Utility for a Brighter Tomorrow

“Today more than ever, our focus is on a sustainable PUC that is developing strategies to lower our carbon footprint, support our communities, and maintain exceptional customer service well into the future.”

— Jim Boniferro, Chair, PUC Services/PUC Inc.

PUC is proud to present our 2021 Sustainability Report.

This report provides an overview of how we are growing with purpose, lowering our carbon footprint, supporting our customers in the communities we serve, and protecting the health and safety of our employees.

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Click on buttons like these in the report to watch a video.

VIDEO





Message from Jim P Boniferro

Chair, PUC Services Inc. / PUC Inc.

PUC Services Inc./PUC Inc.'s Chair Jim Boniferro, has been an integral player in laying the groundwork for the sustainable, growing PUC that we know today. As his term as Chair comes to an end, PUC would like to thank Jim for his strong leadership, strategic vision, and dedication to PUC over the past nine years.

Transformation through Curiosity and Innovation

The PUC and the utility industry were drastically different when I was elected Chair of the PUC Services Inc. Board of Directors in 2014. PUC was a company made up of exceptional employees, providing electrical and water distribution to customers in the Algoma region. We were not aware of the many challenges about to face our organization, such as smart technology, climate change impacts on utilities and a global pandemic that would impact every facet of our lives.

Today, the environment in which PUC operates is constantly changing. Different customer expectations paired with improved environmental pressures has required PUC to be responsive and adaptable, transforming at a rapid pace to meet the needs of today - and being prepared for tomorrow. Our commitment to being a strong leader in the communities we serve has added a new dimension to our day-to-day operations and our long-term vision.

Building a strong, diverse and experienced Board was job one. The process of adapting had to begin at the Board level. PUC has found our identity as a growing, strategic company whose vision

is to improve communities through curiosity and innovation. The Board worked to develop a strategic plan that clearing defined what growth, vision and the future of the organization would look like. Staff embraced this strategic direction and brought it to life.

We know where we're going – and we have a clear plan to get there. The journey hasn't always been easy, but it is so rewarding to see the progress we have made – and even more importantly – the excitement and optimism about our future.

The Shift to Strategic

PUC has always been and will continue to be an extremely important part of the communities we serve. The difference I see, and one that the Board and PUC staff have strived for over the past decade, is a shift in thinking around everything we do.

We had to figure out what we wanted to be and where we fit into the communities and the industries as we grew.

Collectively, we started asking questions like “how can we do this differently?”, “How will this decision make PUC more sustainable

and add value?”, “How will this support the communities we serve into the future?”, and “How will this improve our customers quality of life?” In short, we started being more curious.

Establishing a clear vision, common goal and a strategic plan that was understood throughout the organization is what ultimately led to a more sustainable PUC. It allowed us to more effectively measure our activities and ensure they were aligned with our vision and strategic plan.

Focus on Sustainability

Today more than ever, our focus is on a sustainable PUC that is developing strategies to lower our carbon footprint, support our communities, and maintain exceptional customer service well into the future.

Whether it is a health and safety initiative, a financial investment, community involvement, or an operational decision, we are always asking ourselves “how does it make the organization more sustainable, improve customer experience and tie into our long-term vision?”

‘Thinking big’ is now part of PUC’s culture and is woven into who we are as a company. We are now less reactive and more proactive in our decision making and planning. That to me, is one of the biggest positive changes I have seen over the years.

Curiosity and Innovation

PUC’s vision to improve the community through curiosity and innovation is reflected in so many current examples. The Sault Smart Grid, Watertight Lining Solutions Inc, and the MyPUC App are just a few projects that demonstrate our vision coming to life.

The Sault Smart Grid is quite literally using innovation to change the way we deliver electricity, and it is the first community-wide project of its kind in Canada.

Customers can now report outages quickly and easily on the MyPUC App, and that results in quicker response times to restore power. Updates provided through the MyPUC App improves customer experience by eliminating the unknown.

Download the MyPUC App today.



Outage Information
right at your fingertips.

We are using innovative technology to renew aging water infrastructure that saves time and money, and reduces the impact on both our customers and the environment. This allows us to continue to provide safe, reliable drinking water.



These examples show how our vision and our values drive our decision and how we change as a company.

Community Partner

Our annual dividends to the shareholder have been at record levels in recent years, and this is something we are very proud of. But it goes so far beyond that. We are no longer just a regulated utility service. We are driving positive change in the community, and are seen as a leader locally, provincially - and even nationally.

We now work with our customers and stakeholders in a different way. We have come a long way to be recognized as a community partner; there is a clearer understanding of that role. We are constantly thinking of how we can better our community, providing support to community members on both large and small scale projects.

This was most recently reflected in the award recognition we received by Algoma Public Health for our efforts to help community members during the COVID-19 pandemic.

Looking to the Future

There is always more work to do.

I am looking forward to seeing continued growth and what new innovative and curious projects PUC will take on in the future. No doubt, PUC will pursue opportunities that will be beneficial to the current operation, and I look forward to seeing what those may be.

When new opportunities come up, whether it be in the community or outside of the community, I want people to think “that’s a good opportunity for PUC”. I know it is already happening, and that makes me very proud of my role over the years to have been a small part in laying the groundwork for a bright future for an organization that means so much to our community.



A conversation with Rob Brewer

President and CEO, PUC Services Inc.

Q. Although the pandemic continued to be a big factor in 2021, PUC was extremely active on many fronts. What was your overarching goal for the year?

I really believe our goal over the past year was to continue to realize our vision to be a sustainable organization and to be a leader in supporting and giving back to our community.

As a growing, strategic organization, with a clear definition of our initiatives and how we execute on those, we have been better able to be sustainable and to support our community.

Q. Why is it so important as a business to give back to the community?

There are many reasons. This is the community we live in, these are our customers and future customers. I personally believe there is a moral obligation to assist if you can and PUC was one of the least impacted businesses during the pandemic. We tried to help those more impacted whether

it was purchasing local restaurants gift cards as support to employees or helping the community during the vaccination process.

Last year we tried to be more direct in our support. We used to work through umbrella charity groups, but during the pandemic we reached directly to access those local groups so we could have a more immediate impact.

Q. How successful were you?

I think the vaccination support and the children's programs were very successful. We also were very honored when Algoma Public Health named us a 2021 Public Health Champion. We weren't looking for the recognition, as our focus was helping behind the scenes, but it was very much appreciated.

Q. On the business side, what were the key projects for 2021?

It's been a massive year!

Sault Smart Grid:

This was approved by the OEB, a first of its kind, possibly in North America but in Canada for sure. That was a huge accomplishment. It was a regulatory first to get that done. It was the start of our journey and then we had to make it happen. We've brought in the contractors to get early work done including the initial first phase of engineering, finalizing contracts and now we are getting to construction as weather allows. It is quite the endeavor.

PUC Transmission LP:

This project will have a profound impact on the Sault, dramatically impacting our environment and the quality of air in the region. The community is very fortunate to have a major investment from the Algoma Steel Mill to the tune of \$700-\$800 million dollars and Federal government support, which we also appreciate.

PUC will construct transmission facilities that will provide power to Algoma Steel Inc.'s new state-of-the-art electric arc furnaces, which they say will lead to a 70 per cent reduction in carbon emissions. Not only was it a good business opportunity for PUC to get involved, but it's the right thing to do. We were motivated to help make it happen because it really is an important transformation for the community. We had an old school steel mill that's been through a number of bankruptcies, riding the boom bust cycle. This investment now turns it into one of the most efficient steel mills out there.



Green steel (meaning the process is green) will set Algoma Steel and the community on a stable financial footing, probably for the next two generations. It also brings significant benefits to PUC and returns to Sault Ste. Marie. This will double our electrical asset – rate base.

Sault Area Hospital:

This project, now under construction, allows us to provide \$3 million in energy savings to Sault Area Hospital through an innovative program we introduced. Through the use of battery energy storage, it will also improve power reliability and quality. What better place for the dollars to be than the hospital and what a great opportunity to help too.

Watertight Lining Solutions Inc.:

Our new company uses robotic technology to spray in place polymer lining to give water pipes added strength, higher quality water, regenerate tired assets and extend its life without digging and replacing. There is immense growth opportunity here. We have gone through the testing process and hope to launch more broadly beginning in December of this year.

Q. What's ahead for PUC?

There's a lot of work ahead this year for all the projects I mentioned, to keep us growing and continuing to be sustainable, bringing returns to the city and supporting our community.

We are also looking forward to getting people back into the office, put the screens down for a bit and actually talk to people face to face. We will also help our employees manage the anxiety that comes with those changes.

Q. What do you see as the future challenges for utilities?

I think utilities across the province all have significant asset replacement challenges, requiring them to perform well so they can make the necessary reinvestments into infrastructure and continue to be a sustainable utility. We are fortunate that we have been performing well so that we can make those needed capital program investments.

On the water side, there are enormous infrastructure challenges. Our replacement value of assets on the water side is almost a billion dollars. A big part of that

is planned for the next 20 years so we have ramped up our programs and they will continue to grow to upwards of \$10 million a year and more. Many of the assets have a 70-year life span but here in Sault they were put in at the same time, so we are starting to see that need and get ahead of it. Our watermain lining program will help extend the life of some of that infrastructure and put replacement out possibly 30 years helping to offset other necessary infrastructure costs.

Talent is a challenge for everyone – maybe not as much for utilities but still finding tradespeople has become more and more of a challenge. Finding talented executives is another issue. At PUC, we are fortunate now but as you look to retirements in the horizon, it's something everyone needs to be looking at. By continuing with a strategic focus on sustainability, I am confident PUC will continue to serve the community well for decades to come.

Who We Are

PUC is a group of companies that operates multiple utilities within Ontario, including the supply, treatment and distribution of municipal drinking water, the supply of electricity, and the operation of wastewater treatment facilities.

PUC's brand promise to our customers is to,

"lead the way through innovation and compassion to deliver outstanding service every single day."



OUR MISSION

We are a community leader providing safe and reliable utility services



OUR VISION

Improving communities through curiosity and innovation



OUR VALUES

Safety, Integrity, Customer Centric, Innovative, Accountable



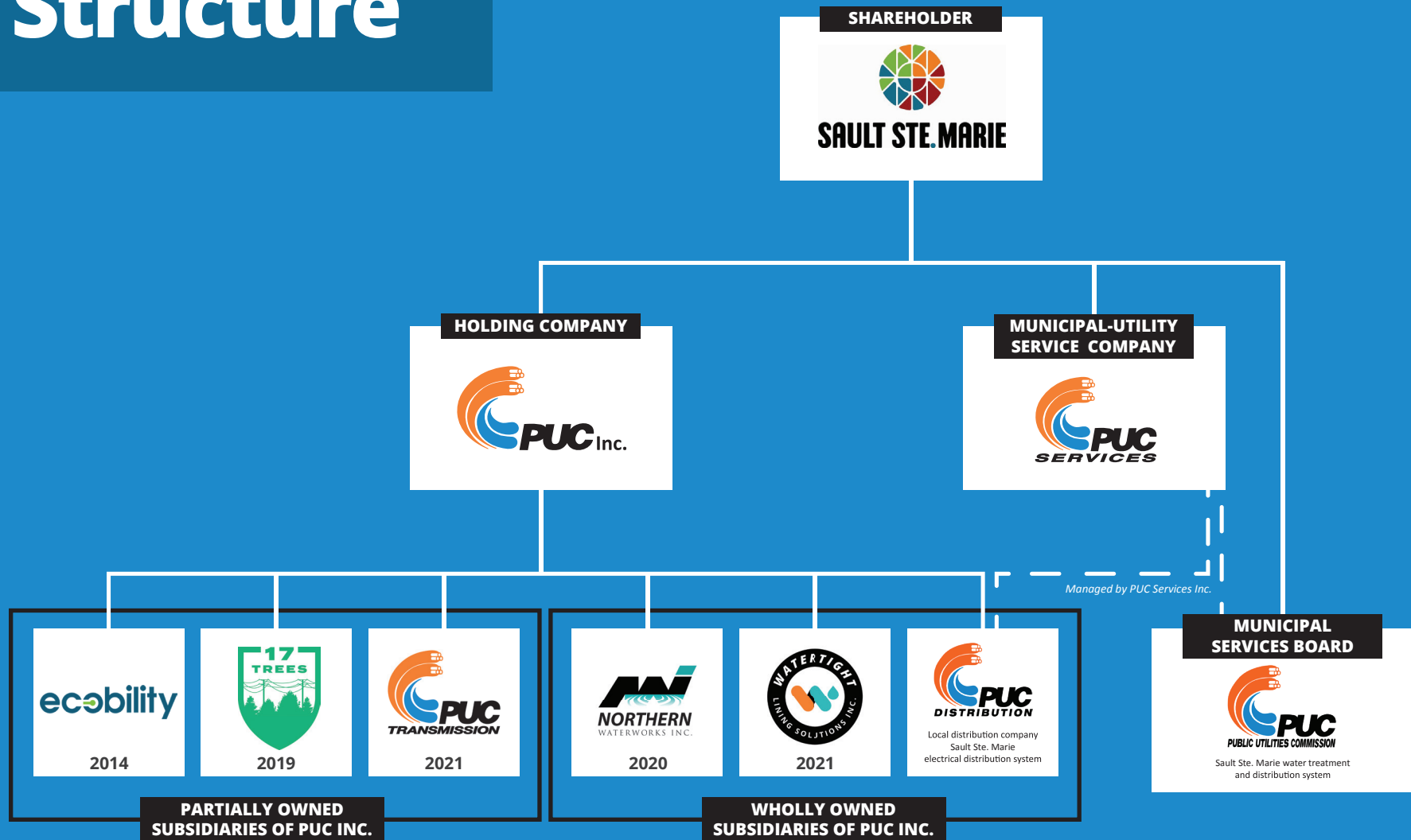
AREAS OF STRATEGIC FOCUS

Customers

Employees

Shareholder

Corporate Structure



Where We Operate



LEGEND

- Water
- Wastewater
- Electricity

Advancement

Growing with Purpose

PUC's focus on sustainability has been an effective way to increase innovation capability and enable significant growth. By weighing all decisions through this lens, PUC has identified, pursued, and launched several new opportunities that are rooted in community partnerships and innovative ideas.

PUC Transmission LP

PUC Transmission LP is a newly formed Ontario transmission company owned by PUC Inc. The company, which was approved for a transmission licence by the OEB in October 2021, represents an investment of \$100 million by PUC to construct new transmission facilities in Sault Ste. Marie.

The new transmission facilities will provide power to Algoma Steel Inc's new electric-arc furnaces. The new dual furnaces are expected to reduce carbon emissions by approximately 70%, positioning Algoma for long-term growth in the expanding market for green steel.

In the spring and summer of 2022, the project will undergo a stringent Environmental Assessment (EA) and public consultation process. Construction of the facilities is anticipated to start by September 2023, with completion anticipated by December 2024.

PUC Transmission LP will have a profound impact on Sault Ste. Marie, dramatically impacting the environment and quality of air in the region. It also brings significant benefits to PUC that will contribute to the financial sustainability of the company for years to come. For more information, visit puctransmissionlp.com

PUC TRANSMISSION LP

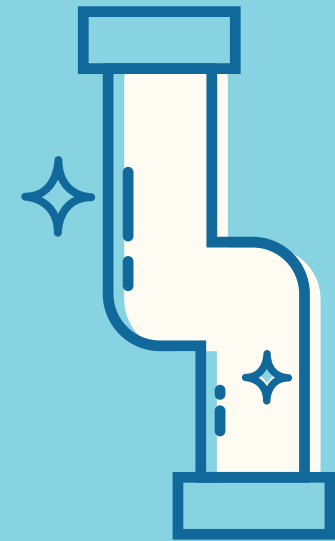


**COMPLETION
ANTICIPATED BY END OF**

2024



**\$100 M
INVESTMENT**



490
METERS OF PIPE
RESTORED IN 2021

Watertight Lining Solutions Inc.



In the fall of 2021, PUC incorporated its newest business venture, Watertight Lining Solutions Inc. (WLS). The new company focuses on helping municipalities fix an expensive and common problem: deteriorating water pipe.

WLS uses a Spray-in-Place-Pipe (SIPP) process which uses a polymer lining (Resiline 320). This process can save taxpayers millions of dollars, limit construction delays to as little as one day, and reduce the carbon footprint by up to 75% compared to typical replacement pipe.

In Sault Ste. Marie, WLS restored close to 450 meters of pipe in 2021. As the only authorized applicator of Resiline 320 in Ontario, WLS stands to grow significantly over the next few years, leaving a wake of positive impacts on both the environment and customers.

**WATERTIGHT LINING
SOLUTIONS INC.**





Northern Waterworks Inc.

Northern Waterworks Inc. (NWI) is a wholly owned subsidiary of PUC Inc. that has been providing water and wastewater operations, maintenance and management services to Municipal, First Nation and Industrial clients for over two decades. NWI currently operates, maintains and manages 35 municipal water and wastewater sub-systems

2021 was a transitional year for NWI from a leadership point of view. Jason LeBlanc, one of the founding family members of NWI, retired after a long and successful career. NWI would like to recognize and thank Jason for his years of commitment and dedication. This transition saw the onboarding of two new executives, Jim McLean and Andrew Hallett.

Facing another difficult year due to the ongoing COVID-19 pandemic, the company still met its yearly revenue goal.



Responsibility



Doing our part to lower our carbon footprint while supporting our customers.

PUC believes that securing a bright future is possible through actions that tackle the real threat of climate change and support customers to reduce their energy costs at the same time. *The time to lead is now, and PUC is up to the challenge.*



Sault Smart Grid

The first of its kind in Canada, PUC's Sault Smart Grid will transform the way PUC delivers electricity. Estimates show it will result in average customer energy savings of 2.7 per cent, improve reliability and contribute to a direct reduction of greenhouse gas (GHG) emissions equivalent to 2,804 tonnes of carbon dioxide annually.

The project officially received the green light in early 2021, when the Ontario Energy Board (OEB) and the shareholder (City of Sault Ste. Marie) formally approved the project.

Through the balance of 2021, engineers and the design team worked to confirm the scope of work and develop specifications for long-lead equipment. Purchase orders were issued to secure delivery of critical equipment needed starting in the spring of 2022, when smart grid construction will begin.

With expectations that we'll see more demand for electric vehicle hookups, rooftop solar energy and other new technology in the next decade, the PUC smart grid system will help the city modernize and leap forward in meeting those challenges and opportunities. PUC is excited about this project bringing customers an energy system that is more efficient, reliable, resilient, and responsive.

The 33-million-dollar project is on schedule to be completed by the first quarter of 2023.

SAULT SMART GRID 



Let the transformation begin.

2.7%

**AVERAGE
ENERGY SAVINGS
FOR CUSTOMERS**



**CONTRIBUTE TO A
DIRECT REDUCTION
OF GREENHOUSE GAS
(GHG) EMISSIONS
EQUIVALENT TO**

**2,804
tonnes**

**OF CARBON DIOXIDE
ANNUALLY**



track and monitor energy consumption to **save**



MyPUC Mobile App

PUC is continually looking for ways to create positive experiences for customers, while at the same time encouraging behaviour that is more responsive to energy conservation.

Through public engagement, customers indicated they wanted a mobile communications solution that made it easier to manage their usage and accounts and receive up-to-date information on power and/or water disruptions.

PUC listened, and in 2021 partnered with Screaming Power to develop and market a mobile app that would do all of the above and more; facilitate better two-way

communication with customers, provide better and faster updates on outages, and help customers better manage their usage, ultimately saving them money.

Since its launch in July 2021, thousands of PUC customers are using the MyPUC App, conserving more energy and enjoying a better overall experience with their community utility.

MYPUC MOBILE APP





Customer Energy Management (CEMa)

The Customer Energy Management program (CEMa) will provide meaningful reductions in GHG emissions for organizations and businesses in Sault Ste. Marie.

For example, CEMa will help the Sault Area Hospital (SAH) to save an estimated 3 million dollars on its energy bill over the next ten years. The program will provide them with improved power reliability and quality while reducing energy bills through the use of a battery energy storage system. This will allow SAH to store electricity during off peak hours and use it during peak rate times, which are the busiest part of the day for the hospital.

Sault Area Hospital (SAH) will save an estimated 3 million dollars on its energy bill over the next ten years.

SAULT AREA HOSPITAL (SAH)
WILL SAVE AN ESTIMATED
\$3M
ON ITS ENERGY BILL OVER
THE NEXT 10 YEARS



AffordAbility Fund Trust

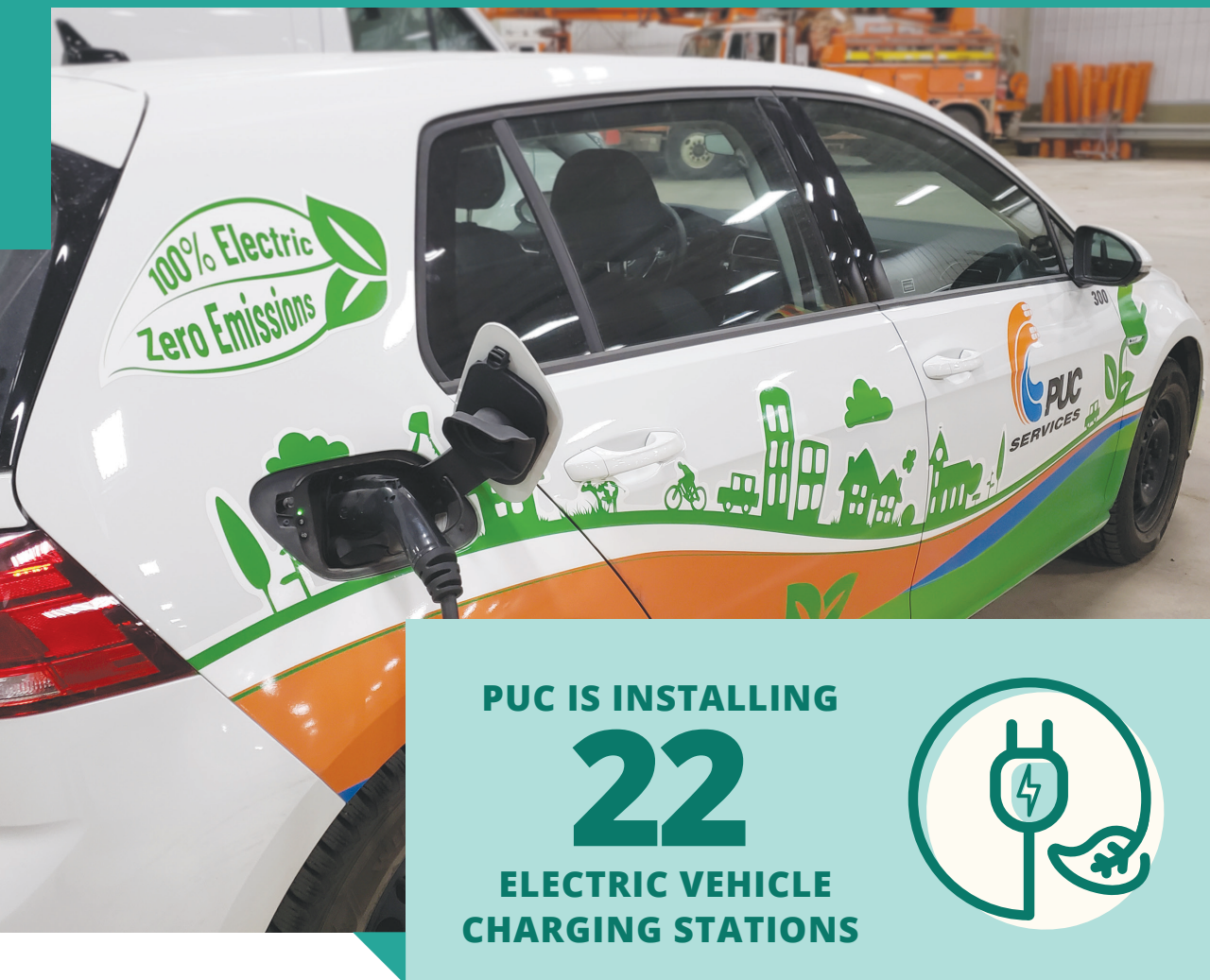
The AffordAbility Fund Trust (AFT) program officially wrapped up in 2021. Throughout the duration of the program commencing in 2017, PUC Services delivered the program to 6,811 customers in the City of Sault Ste. Marie and Espanola. 2,830 customers received appliances (on average 2 per home), and 683 heat pumps were installed. Not only did the program support customers, but it also brought in over 10 million dollars to the local economy.



Customer feedback was very positive from participants, with many communicating that they were grateful for the appliances and heat pumps, but also the way in which the program was delivered.



Electrifying our fleet



Electric Vehicle (EV) Strategy

You cannot speak about sustainability without having a strategy for electric vehicles. According to the Government of Canada, at least 20 per cent of all passenger vehicles sold in Canada will be zero-emission vehicles (ZEVs) by 2026, and at least 60 per cent by 2030, and 100 per cent by 2035.

In 2021, PUC put in place a plan for the gradual incorporation of electric vehicles to replace the current fleet of internal combustion engine (ICE) vehicles. PUC will be taking a phased-in approach for the transition from traditional to electric vehicles, meaning that the electric vehicles will substitute the ICE vehicles when they need replacement.

To coincide with the transition into electric vehicles, PUC is also planning on installing 22 electric vehicle charging stations at PUC facilities to accommodate the newly transitioned vehicles. This change of going electric will not only contribute further to the company's goal of reducing its own carbon footprint, but it will lead to an even bigger impact on the community overall.

In 2022, PUC plans to roll out a program that installs and maintains charging stations for residential customers at their homes.

Capital Infrastructure Investments

By investing in aging infrastructure, PUC is investing directly into the sustainability of the communities we serve. New infrastructure improves reliability, reduces maintenance costs, and adds additional capacity to a growing community.

In 2021, PUC invested more in electrical and water infrastructure than ever have before.

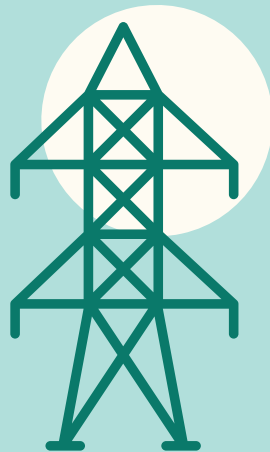
Let's take a look at some of the significant projects brought to life this year.



Substation 16 Rebuild

This multi-year project to renew one of PUC Distribution's fourteen electrical distribution stations reached substantial completion at the close of 2021. The new design, located in the north end of the city, encloses all equipment in a building to suit the surrounding neighbourhood with public safety in mind. It features state-of-the-art protection systems, gas insulated switchgear and oil containment for transformation. This important update brings needed additional capacity to this growing area, improves reliability to connected customers, reduces routine maintenance requirements and provides enhanced safety conditions for PUC employees.

IN 2021
one 4kV
substation
AND ASSOCIATED
KILOMETRES OF LINES
WERE ELIMINATED.



Voltage Conversion Program

As the PUC electrical distribution system grew over the latter half of the last century to serve the Sault Ste. Marie area, distribution assets were acquired at two voltage levels, 4kV and 12kV. In an effort to reduce system losses, complexity and costs while improving reliability and safety, a commitment was made to eliminate the 4kV assets as they reached end of life and replace them with 12kV. Considerable focus has been placed on bringing this initiative to a conclusion over the past decade and the last few kilometers of conductor and remaining two stations are expected to be retired by 2024. In 2021, we saw the retirement and site remediation of one 4kV substation and associated lines were eliminated.

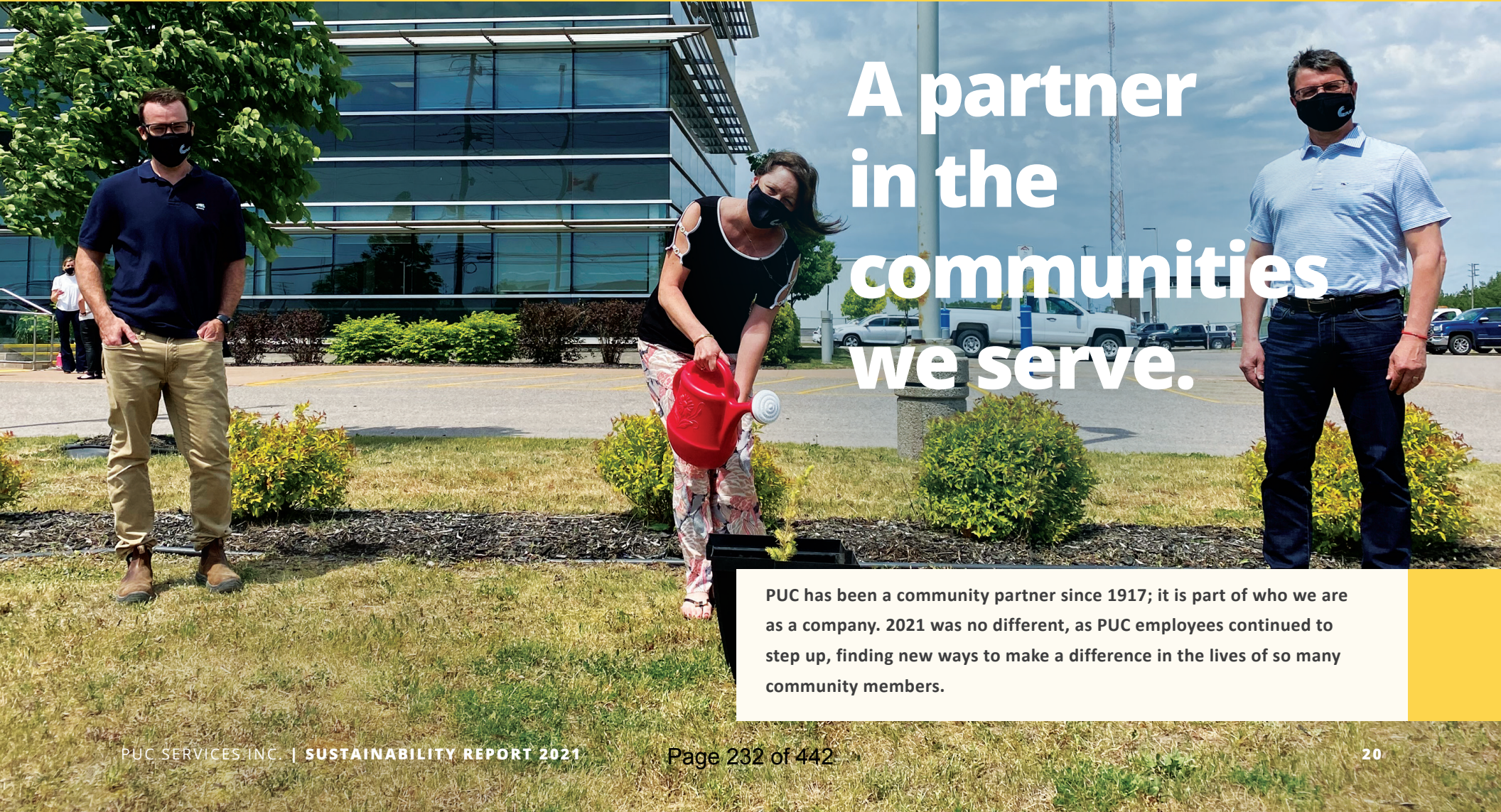
In 2021, we saw the retirement and site remediation of one 4kV substation and associated kilometres of lines were eliminated.

Zone Two Booster Pump Upgrades

The Zone 2 Booster Station, located just outside the PUC Office building at 500 Second Line, is a critical component in the Sault Ste. Marie water distribution system. A multi-year booster pump upgrade project was embarked upon in 2020 and substantially completed by the end of 2021. The goals of the upgrade are to renew the end-of-life infrastructure, improve performance and provide enhanced worker safety at the facility. The project involves the replacement of four main pumps, associated valves and all associated electrical and motor control systems. The emergency generator supplying this mission critical facility was also replaced.



Engagement

A photograph of three PUC employees participating in a community garden activity. On the left, a man in a dark blue polo shirt and khaki pants stands with his hands in his pockets. In the center, a woman in a black top and patterned pants is watering a small plant in a black planter box with a red watering can. On the right, a man in a light blue polo shirt and dark pants stands with his hands at his sides. They are all wearing face masks. The background shows a modern glass-walled building and a parking lot with several cars.

**A partner
in the
communities
we serve.**

PUC has been a community partner since 1917; it is part of who we are as a company. 2021 was no different, as PUC employees continued to step up, finding new ways to make a difference in the lives of so many community members.



Tree Giveaway

In May 2021, PUC gave away 2500 spruce tree seedlings to the community. The trees were a symbol of renewal and growth. As the trees grow, they will represent just how far we have come since the COVID-19 pandemic first changed our day-to-day lives. PUC also used the tree giveaway to remind people about the importance of powerline safety. Thirty per cent of power outages in Ontario are caused by trees coming in contact with power lines.

**PUC GAVE
2500
SPRUCE TREE
SEEDLINGS
TO THE COMMUNITY**



Halloween Safety

Leading up to Halloween, PUC crews inspected the streetlight system throughout the entire city to ensure all trick or treaters could safely see where they were walking. This is an annual campaign that our employees are proud to take part in.



HALLOWEEN SAFETY

Powerline Safety Message

We have recently seen a rise in safety incidents where members of the public are coming in close proximity to our powerlines. As a result, PUC created a powerline safety video educating the public on how dangerous powerlines are.

POWERLINE SAFETY MESSAGE



Donations and Sponsorship

In 2021, PUC donated to nearly two dozen different charities and events in Sault Ste. Marie. PUC took a leadership role in supporting the Algoma Vaccination Support Council (AVSC) and its cause of promoting and supporting vaccine clinics. PUC created a new program that saw the company organize and pay for taxi rides for anyone who needed transportation to their vaccine appointment. More than 100 families utilized this program. The company also supported the fantastic volunteers who ran the numerous vaccine clinics in our region by paying for their lunches and dinners.



DONATIONS 2021

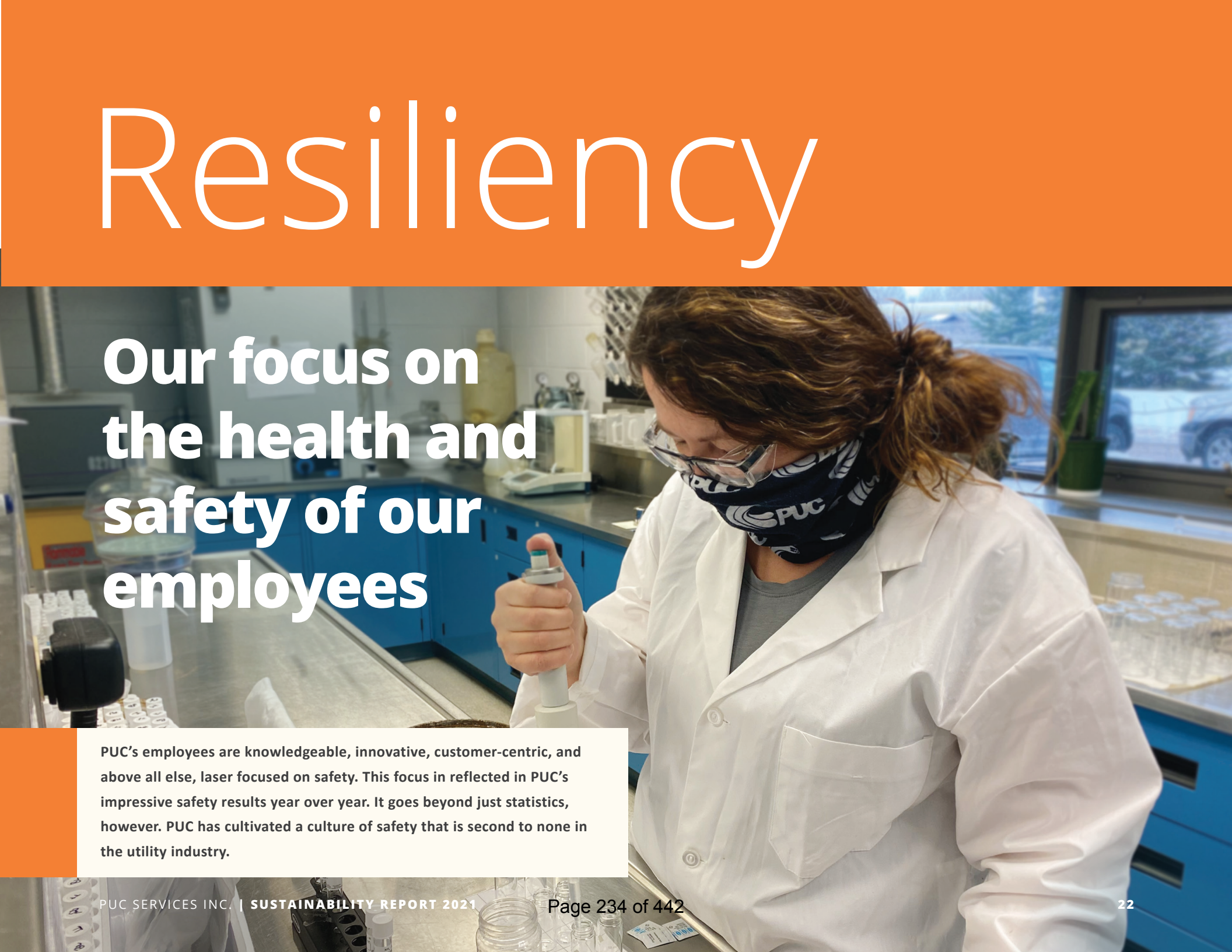


**ALGOMA VACCINATION
SUPPORT COUNCIL**



**18
CHARITIES
SUPPORTED**

Resiliency



**Our focus on
the health and
safety of our
employees**

PUC's employees are knowledgeable, innovative, customer-centric, and above all else, laser focused on safety. This focus is reflected in PUC's impressive safety results year over year. It goes beyond just statistics, however. PUC has cultivated a culture of safety that is second to none in the utility industry.



Protecting our employees during COVID-19 pandemic

As the COVID-19 pandemic rolled on in 2021, PUC made it a priority to ensure all employees were confident that their workplace was a safe environment to be in. As a team, PUC continued to navigate these rapidly changing times through cooperation and teamwork. As measures external to the organization changed, PUC was able to pivot, remain flexible and adapt to maintain a safe workplace.



**PUC ACHIEVED
2500
PERSON-HOURS
WITHOUT A
LOST-TIME INJURY**



Health and Safety Record

When you look at our wall of values, safety is the first value written. Safety is not just another word in our PUC vocabulary, it is the most important word for us each day.

In 2021, we hit two significant milestones. In May, PUC achieved 1,000,000 person-hours without a lost-time injury. PUC employees recorded 1000 straight days without a lost-time injury in the fall. These achievements highlight our employees' dedication to making sure everyone continues to look out for each other and work safely in everything they do.

HEALTH AND SAFETY RECORD





Securing the Future

Financial Statements

PUC INC.

Non-Consolidated Statement of Financial Position

As at December 31, 2021, with comparative information for 2020

	2021	2020
Assets		
Current assets:		
Accounts receivable	\$ 711,951	\$ 942,415
Receivable from PUC Services Inc. (note 9)	2,834,151	2,520,244
Payment in lieu of taxes recoverable	10,098	16,764
Total current assets	3,556,200	3,479,423
Non-current assets:		
Deferred tax asset (note 8)	9,000	-
Notes receivable from related company (note 4)	8,310,000	8,310,000
Investments in subsidiaries and associates (note 5)	50,801,579	50,801,477
Total non-current assets	59,120,579	59,111,477
Total Assets	\$ 62,676,779	\$ 62,590,900
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 611,268	\$ 610,084
Long-term debt (note 6)	31,720,000	31,720,000
Total liabilities	32,331,268	32,330,084
Shareholder's equity:		
Share capital:		
Authorized:		
Unlimited Special shares, non-voting, non-cumulative, redeemable at \$10,000 per share		
100,000 Common shares		
Issued and outstanding:		
1,462 Special shares	14,620,000	14,620,000
21,632 Common shares	14,618,248	14,618,248
Retained earnings	1,107,263	1,022,568
	30,345,511	30,260,816
Commitments (note 7)		
Total Liabilities and Shareholder's Equity	\$ 62,676,779	\$ 62,590,900

PUC INC.

Non-Consolidated Statement Comprehensive Income

Year ended December 31, 2021, with comparative information for 2020

	2021	2020
Revenue:		
Interest	\$ 2,257,019	\$ 2,255,698
Dividend income	710,080	940,164
	2,967,099	3,195,862
Expenses:		
Interest on long-term debt	1,934,920	1,934,920
Administrative	80,887	100,329
Business development	270,854	227,773
	2,286,661	2,263,022
Income before payment in lieu of taxes	680,438	932,840
Payment in lieu of taxes (recovery) (note 8)		
Current	(5,337)	(1,576)
Deferred	(9,000)	-
	(14,337)	(1,576)
Net income, being total comprehensive income for the year	\$ 694,775	\$ 934,416

Management has extracted this financial information from the audited financial statements.

PUC SERVICES INC.

Statement of Financial Position

As at December 31, 2021, with comparative information for 2020

	2021	2020
Assets		
Current assets:		
Cash	\$ 4,936,680	\$ 2,557,793
Accounts receivable (note 5)	3,153,508	5,299,586
Due from related parties (note 19)	13,753,188	11,183,645
Inventories (note 6)	461,524	384,678
Prepaid expenses	840,624	93,264
Payment in lieu of taxes recoverable	418,118	176,778
Total current assets	23,563,642	19,695,744
Non-current assets:		
Deferred tax assets (note 9)	-	278,000
Property, plant and equipment (note 7)	17,141,883	17,571,082
Intangible assets (note 8)	1,096,834	803,326
Total non-current assets	18,238,717	18,652,408
Total assets	\$ 41,802,359	\$ 38,348,152
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 4,649,365	\$ 4,371,871
Deferred tax liabilities (note 9)	22,000	-
Dividends payable	225,000	-
Due to related parties (note 19)	10,806,857	7,942,155
Current portion of long-term debt (note 10)	85,656	85,656
Lease liabilities - current	31,936	-
Total current liabilities	15,820,814	12,399,682
Non-current liabilities:		
Long-term debt (note 10)	8,972,218	9,057,874
Lease liabilities (note 11)	68,968	-
Deferred revenue (note 7)	10,578,508	10,820,871
Employee future benefit obligations (note 12)	1,786,769	2,349,497
Total non-current liabilities	21,406,463	22,228,242
Total liabilities	37,227,277	34,627,924
Shareholder's equity:		
Share capital (note 15)	1,943,300	1,943,300
Accumulated other comprehensive income	654,773	162,758
Retained earnings	1,977,009	1,614,170
Total shareholder's equity	4,575,082	3,720,228
Commitments and contingences (note 18)		
Total liabilities and shareholder's equity	\$ 41,802,359	\$ 38,348,152

PUC SERVICES INC.

Statement of Income and Comprehensive Income

Year ended December 31, 2021, with comparative information for 2020

	2021	2020
Revenue:		
Management fees	\$ 10,709,906	\$ 11,292,230
Contracts	5,840,561	5,890,479
Services	4,199,340	4,827,155
Other operating revenue (note 16)	1,553,440	1,459,062
	22,303,247	23,468,926
Expenses:		
Contract service	8,371,701	8,737,137
Administrative	5,331,641	6,251,737
Facilities	2,065,206	2,060,376
Depreciation and amortization	2,448,494	2,183,329
Billing and collection	1,211,302	1,053,990
Customer service	1,044,460	931,276
Street lights	403,001	391,759
New business development	270,902	227,773
Other business and maintenance	68,915	69,523
	21,215,622	21,906,900
Income from operating activities	1,087,625	1,562,026
Net finance costs (note 17)	489,130	502,784
Income before provision for payment in lieu of taxes	598,495	1,059,242
Payment in lieu of taxes (note 9):		
Current (recovery) expense	(111,951)	129,389
Deferred expense	122,607	183,824
	10,656	313,213
Income for the year	587,839	746,029
Other comprehensive income (loss): items that will not be classified to profit or loss, net of income tax:		
Remeasurement of employee future benefits (note 12)	669,408	(120,091)
Income tax recovery (expense) on other comprehensive income (note 9)	(177,393)	31,824
Other comprehensive income (loss) for the year	492,015	(88,267)
Net income and comprehensive income for the year	\$ 1,079,854	\$ 657,762

Management has extracted this financial information from the audited financial statements.

PUC DISTRIBUTION INC.

Statement of Financial Position

December 31, 2021, with comparative information for 2020

	2021	2020
Assets		
Current assets:		
Cash	\$ 815,229	\$ 124,037
Accounts receivable (note 4)	6,121,404	5,738,294
Unbilled revenue	10,976,609	12,240,212
Payment in lieu of taxes recoverable	9,709	8,991
Inventory (note 5)	2,161,802	2,020,118
Prepaid expenses	200,875	67,672
Total current assets	20,285,628	20,199,324
Non-current assets:		
Property, plant and equipment (note 6)	112,462,126	105,376,966
Total assets	132,747,754	125,576,290
Regulatory balances (note 8)	9,437,146	4,570,573
Total assets and regulatory balances	\$ 142,184,900	\$ 130,146,863

PUC DISTRIBUTION INC.

Statement of Financial Position (continued)

December 31, 2021, with comparative information for 2020

	2021	2020
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 12,141,711	\$ 8,419,954
Customer deposits (note 11)	313,596	712,937
Dividends payable	610,080	610,080
Due to related parties (note 17)	12,638,877	10,688,540
Current portion of long-term debt (note 10)	1,923,586	1,727,219
Total current liabilities	27,627,850	22,158,730
Non-current liabilities:		
Deferred revenue (note 9)	7,034,528	4,829,126
Deferred tax liability	1,989,000	1,387,000
Long-term debt (note 10)	66,156,179	64,079,966
Total non-current liabilities	75,179,707	70,296,092
Total liabilities	102,807,557	92,454,822
Shareholder's equity:		
Share capital (note 12)	20,062,107	20,062,107
Retained earnings	18,618,415	16,811,240
Total shareholder's equity	38,680,522	36,873,347
Total liabilities and shareholder's equity	141,488,079	129,328,169
Regulatory balances (note 8)	696,821	818,694
Commitments and contingences (note 16)		
Total liabilities, regulatory balances and shareholder's equity	\$ 142,184,900	\$ 130,146,863

Management has extracted this financial information from the audited financial statements.

PUC DISTRIBUTION INC.

Statement of Income and Comprehensive Income

Year ended December 31, 2021, with comparative information for 2020

	2021	2020
Revenue:		
Electricity sales (note 13)	\$ 71,763,066	\$ 85,083,387
Distribution revenue (note 13)	19,207,805	19,032,237
	90,970,871	104,115,624
Other operating revenue (note 14)	7,281,109	7,630,820
	98,251,980	111,746,444
Expenses:		
Energy purchases	71,603,747	85,555,982
Operations and maintenance	6,406,837	6,434,364
General and administrative	4,025,734	3,129,473
Billing and collection	1,370,374	1,333,216
Depreciation and amortization	3,842,226	4,153,218
Community relations	5,206,928	5,307,274
	92,455,846	105,913,527
Income from operating activities	5,796,134	5,832,917
Net finance costs (note 15)	3,023,221	3,187,222
Income before tax and regulatory items	2,772,913	2,645,695
Income tax expense:		
Current (note 7)	71,089	76,523
Deferred (note 7)	602,000	677,000
	673,089	753,523
Income for the year before movements in regulatory deferral account balances	2,099,824	1,892,172
Net movement in regulatory deferral account balances related to income or loss	284,569	(188,490)
Income tax	(602,000)	(677,000)
	(317,431)	(865,490)
Net income, being total comprehensive income for the year	\$ 2,417,255	\$ 2,757,662

PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

Statement of Financial Position

December 31, 2021, with comparative information for 2020

	2021	2020
Financial assets:		
Cash	\$ 115,178	\$ 425,098
Accounts receivable	4,167,971	3,875,625
Unbilled service revenue	1,194,468	978,476
Receivable from related company, PUC Services Inc. (note 3)	7,972,706	5,421,911
	13,450,323	10,701,110
Financial liabilities:		
Accounts payable and accrued liabilities	5,427,054	4,130,854
Loan payable (note 5)	3,569,084	4,376,289
	8,996,138	8,507,143
Total net financial assets	4,454,185	2,193,967
Non-financial assets:		
Tangible capital assets (note 7)	102,761,366	97,236,873
Inventory	379,218	335,182
	103,140,584	97,572,055
Effects of COVID-19 (note 10)		
Accumulated surplus (note 8)	\$ 107,594,769	\$ 99,766,022

Management has extracted this financial information from the audited financial statements.

PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE

Statement of Operations and Accumulated Surplus

Year ended December 31, 2021, with comparative information for 2020

	2021 Budget	2021 Total	2020 Total
	(note 2)		
Revenues:			
Service revenue:			
Residential	\$ 12,634,909	\$ 13,044,603	\$ 12,659,411
General	8,625,510	8,074,650	7,876,008
Hydrants	1,524,778	1,565,902	1,533,823
	22,785,197	22,685,155	22,069,242
Other:			
Investment income	75,000	114,547	103,412
Non-service revenue	280,830	676,961	395,597
Developers contributions	-	1,091,918	93,421
	355,830	1,883,426	592,430
Total revenues	23,141,027	24,568,581	22,661,672
Expenditures: (note 6)			
Purification and pumping	4,135,119	3,749,726	3,603,667
Transmission and distribution	4,532,982	4,157,152	3,645,013
Amortization of tangible capital assets	2,754,935	2,788,336	2,640,705
Hydrants	660,129	409,965	514,253
Billing and collection	1,233,381	1,348,595	1,134,564
Interest on long-term debt	124,661	124,715	149,402
General and administration	4,137,494	4,161,345	4,475,593
Total expenditures	17,578,701	16,739,834	16,163,197
Operating surplus	5,562,326	7,828,747	6,498,475
Accumulated operating surplus, beginning of year	99,766,022	99,766,022	93,267,547
Accumulated operating surplus, end of year	\$ 105,328,348	\$ 107,594,769	\$ 99,766,022

Management has extracted this financial information from the audited financial statements.



Thank You



Thank you to the communities we serve for putting your trust in us every single day. We will continue to be your partner in finding new ways to make a brighter tomorrow possible.

Executive Team



Robert Brewer,
Hon. BSC, MBA
PRESIDENT & CEO



Kevin Bell,
P.Eng.
VICE PRESIDENT, SPECIAL PROJECTS



Claudio Stefano,
P.Eng, MBA
**EXECUTIVE LEAD,
OPERATIONS & ENGINEERING**



Guillaume Vachon,
P.Eng., PMP
**VICE PRESIDENT,
ELECTRIC OPERATIONS & ENGINEERING**



Kelly McLellan,
CPA, CMA, M.Acc
CHIEF FINANCIAL OFFICER



Robert Battisti,
CPA, CMA, MBA
VICE PRESIDENT, CORPORATE SERVICES

BOARD OF DIRECTORS PUCSERVICES INC./PUC INC.

Jim P. Boniferro
CHAIR, PRESIDENT & CEO,
BONIFERRO MILL WORKS ULC

Andy McPhee
VICE-CHAIR, RETIRED VICE-PRESIDENT,
GREAT LAKES POWER TRANSMISSION

Christian Provenzano
MAYOR, CITY OF SAULT STE. MARIE

Elaine Pitcher
LAWYER, PITCHER LAW

Carla Fabbro
DIRECTOR, PORTFOLIO MANAGEMENT, OLG

Neil Strom
MILL CONTROLLER, ALGOMA STEEL INC.

Ila Watson
PRESIDENT & CEO, SAULT AREA HOSPITAL

Cecilia Bruno
RETIRED, CHIEF FINANCIAL OFFICER,
SAULT COLLEGE

PUC DISTRIBUTION INC.

Jim Rennie
CHAIR VICE-PRESIDENT, HUMAN RESOURCES,
IRVING SHIP BUILDING

Pat McAuley
RETIRED, COMMISSIONER OF PUBLIC WORKS AND
TRANSPORTATION FOR THE CITY OF SAULT STE. MARIE

Jim P. Boniferro
PRESIDENT & CEO, BONIFERRO MILL WORKS ULC

Christian Provenzano
MAYOR, CITY OF SAULT STE. MARIE

Mark Howson
RETIRED, SENIOR MAINTENANCE ENGINEER,
ESSAR STEEL ALGOMA INC.

PUBLIC UTILITIES COMMISSION

Mark Howson
CHAIR, RETIRED, SENIOR MAINTENANCE
ENGINEER, ESSAR STEEL ALGOMA INC.

Christian Provenzano
MAYOR, CITY OF SAULT STE. MARIE

Sandra Hollingsworth
CITY COUNCILLOR, CITY OF SAULT STE. MARIE

David Zuccato
RETIRED, SENIOR PROVINCIAL CIVIL SERVANT

Dr. Musa Onyuna
METALLURGICAL SPECIALIST, ALGOMA STEEL INC.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-123

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Corporation of the Municipality of Wawa for the City's use of office space to conduct Provincial Offences Court.

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 July 11, 2022, between the City and The Corporation of the Municipality of Wawa, a copy of which is attached as Schedule "A" hereto. This Agreement is for the City's use of office space to conduct Provincial Offences Court.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LICENCE OF OCCUPATION

THIS LICENCE made the 11th day of July, 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

THE CORPORATION OF THE MUNICIPALITY OF WAWA
hereinafter referred to as the "Municipality"

WHEREAS the City has utilized facilities in the Municipality's Municipal Office to conduct Provincial Offences Court from time to time since March 12, 2001;

AND WHEREAS the present Agreement expires on June 18, 2022 and the parties desire to formalize an agreement for the continued utilization of such facilities upon certain terms and conditions;

NOW THEREFORE the Municipality grants to the City the right to occupy the property of the Municipality (the "POA facilities") described as follows:

The Council Chambers, Boardroom and Councillor's Office
The Corporation of the Municipality of Wawa
40 Broadway Avenue
Wawa, Ontario P0S 1K0

for a term of two (2) years commencing July 15, 2022 and terminating on July 14, 2024, unless cancelled in accordance with Schedule "A" and for the purpose and subject to the terms and conditions set out in Schedule "A" attached (which to the extent each condition is or becomes applicable the City and the Municipality covenant to observe).

The parties hereto hereby agree that this Licence of Occupation shall be effective the 15th day of July, 2022.

WITNESS the parties' corporate seals attested by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

Dated at Sault Ste. Marie, this day of
, 2022.

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

PER:

CHRISTIAN PROVENZANO – MAYOR

RACHEL TYCZINSKI– CITY CLERK

Dated at Wawa, this 28TH day of June, 2022.

**THE CORPORATION OF THE
MUNICIPALITY OF WAWA**

PER:



PAT TAIT – MAYOR



CATHY CYR, CLERK

ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION AGREEMENT DATED _____, 2022 BETWEEN THE CORPORATION OF THE CITY OF SAULT STE. MARIE AND THE CORPORATION OF THE MUNICIPALITY OF WAWA.

SCHEDULE "A"
TERMS AND CONDITIONS

Purpose:

To make available courtroom and chambers for Provincial Offences Court purposes by way of a Licence of Occupation agreement.

This Licence is subject to the following conditions:

1. Rent

The City shall pay to the Municipality rental amounts as follows:

- (a) the sum of Three Thousand One Hundred and Thirty Dollars and Eight Cents (\$3,130.08) payable annually, a maximum fifteen (15) days usage annually, ending March 15th each year, with any part year to be pro-rated based on actual physical use of the facilities. In the event court is held remotely or cancelled, the City shall not pay for that day;
- (b) any extra days, over the maximum fifteen (15) days annually shall be charged Two Hundred and Seven Dollars and Four Cents (\$207.04) for each day;
- (c) the amounts quoted above shall be increased by the annual change in the Consumer Price Index (CPI) for Canada from the previous year on March 16th of each year.

2. Provincial Offences Court Dates

- (a) The days and hours of the City's use of the POA facilities will be as arranged from time to time between the City's Provincial Offences Court Liaison Supervisor and the Clerk of the Municipality. The Court Liaison Supervisor shall provide the Municipal Clerk with a list of scheduled POA court dates for the year as soon as it is provided by the Senior Regional Justice of the Peace.
- (b) The parties recognize and agree that from time to time additional Provincial Offences Court dates might be scheduled. It is hereby understood and agreed that the City shall obtain the approval of the Municipality in advance of scheduling any additional court dates other than the regularly scheduled monthly court dates.

3. **Repairs**

The City shall be responsible for all repairs of damages that occur to POA facilities during scheduled Provincial Offences Court sessions provided that notice of such damages shall be made in writing by the Municipality to the City.

At the Municipality's sole expense, the Municipality shall keep the facilities in accordance with any Provincial and Public Health requirements, including but not limited to proper cleaning and disinfecting. The Municipality's failure to do so shall enable the City to terminate the agreement forthwith.

4. **Indemnification**

The City shall indemnify and save harmless the Municipality from and against all claims including claims by the City and including, without limiting the generality of the foregoing, all claims for personal injury or property damage, regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about such claims or any action or proceeding brought thereon.

5. The City shall not use or permit the use of the subject property for any other purpose other than Provincial Offences Court.
6. This agreement may not be assigned without the written permission of the Municipality, which permission may not be arbitrarily withheld.
7. The permission to utilize the subject property herein granted operates solely as a Licence and does not transfer any exclusive possessory right or leasehold interest to the City.
8. All notices given pursuant to this agreement shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

CITY: Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1
FAX NO. 705-759-5405

MUNICIPALITY: Cathy Cyr, Clerk
The Corporation of the Municipality of Wawa
P.O. Box 500
Wawa, Ontario P0S 1K0
FAX NO. 705-856-2120

provided that each party may from time to time change its address for service on written notice to the other. Any notice or statement shall be deemed to have been received on the third business day after the day on which the same is mailed as aforesaid.

9. In the event the rent hereby reserved or any part thereof should be in arrears, or in the case default should be made in the fulfillment of any covenant on the part of the City and such condition endures for a space of one (1) calendar month, the Municipality shall give to the City a notice in writing requiring the City to remedy the default in the said notice within thirty (30) days and in the event that the City fails to remedy the default within such period, the Municipality may enter upon and take possession of the property in the name of the whole and the same repossess and enjoy as of its former estate and the term hereby granted shall thereupon cease and determine.

10. **Termination**

The Municipality may terminate this agreement prior to the end of the Term by providing three (3) months written notice to the City. In the event that the Municipality terminates this agreement the Municipality shall forthwith inform the City's Provincial Offences Court Liaison Supervisor of same and make reasonable efforts to accommodate the City elsewhere.

The City may terminate this agreement prior to the end of the Term by providing six (6) months' written notice to the Municipality.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-127

PARKING: A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

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

1. **SCHEDULE “A” TO BY-LAW 90-305 REPEALED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of July, 2022.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

JUDGE SPECIAL CONSTABLE SCHEDULE "A"

26 MCLEOD, ROD
30 KENDALL, VERN
151 PARR, DEREK
163 BUMBACCO, PHILIP
196 MCGRAYNE, LAURA LEE
253 TRAVESON, TERRANCE
267 CORBIERE, JOHN (TED)
276 SMITH, DENNIS, ROBERT
334 MILLER, BRADLEY
344 HARPE, KEN
366 TROINOW, VICTORIA
370 HANSEN, LOUIS
372 BENOIT, ALAIN
374 TAAVEL, ANDRE
397 LAFRAMBOISE, YVON
411 MOORE, ROBERT
443 MARCIL, MARK
446 HALLIDAY, DANA
456 CONEYBEARE, KEVIN
459 SLEEMAN, RAY
460 BOUGIE, DAN
463 MORIN, ALEX
464 DITOMMASO, RYAN
465 DELAVALLE, DON
484 MCLEOD, VIRGINIA
493 BROWN, FRASER
516 GAY, JAMES
517 ROY, BRENDA
541 DIMMA, WILLIAM
547 LIEPA, MATTHEW
548 CARON, ROGER
565 LISCUMB, GERALD
566 SWEET, WILLARD
568 PICK, DENNY
574 BOUCHARD, DARYL
599 BUMBACCO, CARL
601 HART, JASON
602 GREENWOOD, LESLIE
603 LAMMING, DAVE
607 FROST, CHRISTIAN
608 ALISAT, THOMAS
609 ROBINSON, SHAWN
611 MIZZI, PRESTON
619 BERTO, DEBORAH
622 PROULX, PATRICK
623 AYTON, BENJAMIN
624 MIHAILIUK, JASON
627 BAKER, WILLIAM
633 HILL, MICHAEL
634 TIBBLES, COLLEEN
637 TOMASONE, LUIGI
638 SICOLY, TERESA
643 SHAW, KEVIN
644 SANTA MARIE, ROBERT
646 BOOTH, ABBY
649 GRAHAM, STEVEN
653 BIOCCHI, CHRISTOPHER
664 HAMMERSTEDT, ERIC
665 MATTHEWS, SUANNE
666 AITKEN, ANDREW
669 BOREAN, RICK
670 MCGUIRE, STEVE
671 MCGUIRE, PATRICK
674 DERASP, RICHARD
676 THOMPSON, JOHN
677 MACMILLAN, TYLER
678 PERRON, JENNIFER
679 CHATEAUNEUF, YVON

EMPLOYER

FLEMING & SMITH
ALGOMA CENTRAL PROP
NORPRO SECURITY
ALGOMA CENTRAL PROP
ALGOMA CENTRAL PROP
NORTH EAST SECURITY
NORPRO SECURITY
G4S SECURE SOLUTIONS
CITY OF SAULT STE MARIE
HOLIDAY INN.
G4S SECURE SOLUTIONS
ONT. FINNISH HOME ASS.
ONT. FINNISH HOME ASS.
CITY OF SAULT STE MARIE
NORTH EAST SECURITY
NORPRO SECURITY
NORPRO SECURITY
SAULT COLLEGE
NORTH EAST SECURITY
G4S SECURE SOLUTIONS
G4S SECURE SOLUTIONS
CORPS. OF COMM.
2220917 ONT. INC.
NORTH EAST SECURITY
CITY OF SAULT STE MARIE
NORTH EAST SECURITY
NORTH EAST SECURITY
NORTH EAST SECURITY
ALGOMA CENTRAL PROP
ALGOMA CENTRAL PROP
CITY OF SAULT STE MARIE
NORPRO SECURITY
NORTH EAST SECURITY
CORPS OF COMM
NORTH EAST SECURITY
CB HOME INSTALLTIONS
NORPRO SECURITY
GREENWOOD HARDWARE
CITY OF SAULT STE MARIE
CITY OF SAULT STE MARIE
ALISATS RUST PROOFING
ALISATS RUST PROOFING
WENDY'S
GATEVIEW REALTY INC.
CITY OF SAULT STE MARIE
CITY OF SAULT STE MARIE
CITY OF SAULT STE MARIE
STANDARD PARKING
NORTH EAST SECURITY
STANDARD PARKING
LOU'S AUTOMOTIVE
AIRPORT
CITY OF SAULT STE MARIE
CITY OF SAULT STE MARIE
CITY OF SAULT STE MARIE
FENGATE PROPERTY
AIRPORT
STRICTLY CONFIDENTIAL INC
NORTHLAND ANIMAL HOSP
G4S SECURITY
CITY OF SAULT STE MARIE
REGENT PROPERTY
REGENT PROPERTY
CORPS OF COMM
CORPS OF COMM
CORPS OF COMM
CORPS OF COMM
CORPS OF COMM

PROPERTY LOCATION

378 QUEEN ST E & APARTMENTS & 27 KING ST.
STATION MALL/STATION 49/STATION TOWER
DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
STATION MALL/STATION 49/STATION TOWER
STATION MALL/STATION 49/STATION TOWER
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
SAULT AREA HOSPITAL
TRANSIT SERVICE AREA
320 BAY ST.
SAULT HOSPITAL
725 NORTH ST.
725 NORTH ST.
TRANSIT SERVICE AREA
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
443 NORTHERN AVE
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
SAULT AREA HOSPITAL
SAULT AREA HOSPITAL
GREAT LAKES FOREST RESEARCH CENTRE
489 BAY ST/535 QUEEN ST E
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
PARK & SPORTS COMPLEX/QE SPORTS COMPLEX/JOHN RHODES COMMUNITY
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
STATION MALL/STATION 49/STATION TOWER
STATION MALL/STATION 49/STATION TOWER
99 FOSTER DR. (CIVIC CENTRE)
DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
SAULT AIRPORT
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
321 JOHN ST /342,346 ST GEORGE'S AVE.
DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
41 ALBERT ST W
TRANSIT SERVICE AREA
TRANSIT SERVICE AREA
24 QUEEN ST W
24 QUEEN ST W
1 QUEEN ST W
304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGI
JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENT
JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKKEN CENTRE/NORTHERN COMMUI
JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKKEN CENTRE/NORTHERN COMMUI
ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLC
S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLC
317 ALBERT ST E
1-475 AIRPORT RD.
BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SP
JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENT
JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENT
248 NORTHERN AVE
1-475 AIRPORT RD.
RJ'S MARKET
695 TRUNK RD.
SAULT HOSPITAL
BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SP
402/302 BAY ST/390 BAY/RIVERWALK CONDOS
402/302 BAY ST/390 BAY/RIVERWALK CONDOS
SAULT AIRPORT
SAULT AIRPORT
SAULT AIRPORT
SAULT AIRPORT
SAULT AIRPORT

686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
717	GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/ ST. BERNARDS 1139 QUEEN ST E / 303 MACDONALD AVE / 405 QUEEN S
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
750	NEVEAU, ERIC	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
751	BRETON, JULIEN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/E
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PARDY, NATHAN	KC SECURITY	Bellevue Park&Marina, Strathclair Park, James Elliot Park, Roberta Bondar Park&Marina,Pointe Des Chenes, PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Bellevue Park&Marina, Strathclair Park, James Elliot Park, Roberta Bondar Park&Marina,Pointe Des Chenes, PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, JOHN RHODES/GFL MEMORIAL GARDENS/MCMECKEN CENTRE/NORTHERN COMMUI
765	LAPRADE, DANIEL	KC SECURITY	ROBERTA BONDAR PARK & BELLEVUE MARINA
766	PALARO, DONALD	CITY OF SAULT STE MARIE	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
768	TULLOCH, BRANDON	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
769	WEST, NADINE	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
771	JANKAR, PAVAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
774	GILL, HARPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
775	KUMAR, ANKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKAELA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JC
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUEEN ST E, 70 FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
793	DEEVEY, CODY-LEE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY

794	CHIASSON, VIOLOA	WILLIAMS MCDANIEL	GARDEN COURTS APARTMENTS - 721/731 PINE ST, 62/76 ALLARD ST
795	PLAUNT, DOUGLAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
796	SINGH, RAMANDEEP	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
797	PETERS, JOHNATHAN	HOLIDAY INN EXPRESS	320 BAY STREET
798	ROBINSON, GRANT	HOLIDAY INN EXPRESS	321 BAY STREET
799	VINE, GLEN	HOLIDAY INN EXPRESS	322 BAY STREET
800	GRECO, GIUSEPPE	QUEENSTOWN IDA	302 QUEEN ST E (PROPERTY ON KING ST)
801	FOUCHER, JORDAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
802	ROBERT, LEONARD	NORTHEAST SECURITY	773 GREAT NORTHERN RD (GROUP HEALTH CENTRE)
803	MCMILLAN, TAYLOR	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
804	STOROZUK, JAMES	SKYLINE LIVING	621,627,631 MACDONALD AVENUE
805	MCLURG, SCOTT	SKYLINE LIVING	621, 627, 631 MACDONALD AVENUE
806	LEMIRE, MICHEL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
807	PIHEL GAS, JARI	CITY OF SAULT STE MARIE	STRATHCLAIR, DOG PARK, JOHN RHODES, NORTHERN COMMUNITY CENTRE
808	JOHAL, SUKHSIMRATPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JK

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-128

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Via Mobility, LLC for the On-Demand Transit Technology System for three (3) years with option to renew for two (2) additional years.

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 July 11, 2022 between the City and Via Mobility, LLC, a copy of which is attached as Schedule "A" hereto. This Agreement is for the On-Demand Transit Technology System for three (3) years with option to renew for two (2) additional years.

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 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Renewal of the Sault Ste. Marie Deployment Service Order

Via Mobility, LLC (“**Via**”) and the Corporation of the City of Sault Ste. Marie (“**Customer**” and together with Via, the “**Parties**”) have entered into an agreement titled SAULT STE MARIE DEPLOYMENT SERVICE ORDER dated as of July 10, 2019, and as extended on June 29, 2020 (the “**Agreement**”). Upon execution of this Renewal (the “**Renewal**”), the Parties agree to the following:

1. **Renewal.** With effect from October 1, 2022 (the “**Effective Date**”) the Parties hereby agree to extend the duration of the Deployment under the Agreement beyond its original duration from the Effective date for a period of 3 years until September 30, 2025, with an option to extend by mutual agreement for an additional two 12-month periods, culminating on September 30, 2027.
2. **Amendments.**
 - a. Section 3 of the Agreement shall be modified by replacing the chart set forth therein with the following chart (amounts are in Canadian Dollars):

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Fee per Vehicle Hour	\$5.25	\$5.50	\$5.80	\$6.10	\$6.40
Note: Should Sault Ste. Marie expand to a larger number of vehicle hours, the parties may discuss further discounts.					
<i>Minimum Fee Payable Upfront Annually*</i>	\$15,750	\$16,500	\$17,400	\$18,300	\$19,200

Illustrative Total Cost

Vehicle hours used are illustrative

Year 1	250 vehicle hours per month	Includes monthly per vehicle hour fees only	\$15,750
Year 2	250 vehicle hours per month	Includes monthly per vehicle hour fees only	\$16,500
Year 3	250 vehicle hours per month	Includes monthly per vehicle hour fees only	\$17,400
Year 4	250 vehicle hours per month	Includes monthly per vehicle hour fees only	\$18,300

Year 5	250 vehicle hours per month	Includes monthly per vehicle hour fees only	\$19,200
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Total 5 Years			\$87,150
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Note: Pricing excludes applicable taxes. Customer shall be responsible for paying its fees at the beginning of the year in which they are incurred based on the monthly vehicle minimum (the “**Minimum Yearly Fee**”). The Minimum Yearly Fee will be paid in advance. In the event that the per-vehicle-hour fees incurred for a given year exceed the Minimum Monthly Fee, Customer shall be responsible for paying the difference for each such Year within 15 days of the date of such invoice. At the beginning of the following year, Via will provide Customer with an invoice calculating the per-vehicle-hour fees actually incurred based on the actual number of vehicle-hours used during that year. With respect to the last year of the term, Via will provide such invoice at least a couple of weeks prior to the end of the term.

b. Appendix 1 to the Agreement is hereby deleted in its entirety and replaced with Exhibit 1 hereto.

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged.

VIA MOBILITY, LLC

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

By:

By:

Name:

Name: Christian Provenzano

Title:

Title: Mayor

Date:

Date:

I have the authority to bind
Via Mobility, LLC

By:

Name: Rachel Tyczinski

Title: City Clerk

Date:

We have the authority to bind the Corporation

Exhibit 1

Appendix 1 to Service Order

VOC use and Data Sharing

Authorized Users

The below exhibit sets forth the members of the Customer’s “Core Team” of personnel who are designated authorized users of the VOC including access to the data detailed below (the “**Core Team**”). Access to the VOC is conditional upon Customer notifying Via, reasonable time in advance, of the name, title, email address and any other details Via may reasonably require of the members of the Customer Core Team.

Exhibit 1.

Core Team	
Title	Name
Manager Transit & Parking	Nicole Maione
Training Supervisor	Christian Frost
Area Coordinator	Brad Miller

Customer Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users (“**Secondary Users**”) to the VOC. All Core Team and Secondary Users will be subject to Customer’s confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customers’ Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for the Customer’s operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or have caused a breach of the Terms, or any user guidance Via issues from time to time.

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via’s prior written consent. In the event that Customer wishes to engage a third-party operator (“**Operator**”) to operate the Deployment, Customer shall provide Via a copy of an Operator Acknowledgement

Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form. Customer Core Team will be responsible for grant of VOC permissions to the Operator's team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of the Customer's Core Team, and any above-authorized Customer's Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC, and may not be shared through any other method unless otherwise authorised in writing by Via. Any and all data made available under this Order are trade secrets of Via, and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorised in accordance with this Appendix 1.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. Additional off-the-shelf reporting may be made available to Customer upon request at Via's discretion. Custom reports will need to be scoped and may come at additional cost.

SERVICE KPI DASHBOARD	
Dashboard	Report Metrics
Service Operations Metrics & Graphs	● Total ride requests ● Requests during service hours ● Met Demand ● Met Demand Rate ● Completed rides ● Completed Rides Rate ● Detailed Ride Requests Status ● Active Riders

	● Driver Hours ● Utilization
Rider Experience Metrics & Graphs	● Average Ride Duration ● Average Ride Rating ● Average Pickup Walking Distance (<i>corner-to-corner services only</i>) ● Aggregation Rate ● Average ETA ● Dropoff Time Requested vs. Scheduled* ● Dropoff Time Scheduled vs. Actual* ● Pickup Time Requested vs. Scheduled* ● Pickup Time Scheduled vs. Actual* <i>*Pre-booked rides only</i>
Rider Growth Metrics & Graphs	● Accounts Created ● Active Riders ● Total Riders Who Requested a Ride ● Total Riders Who Completed a Ride ● Completed Rides Per Rider
Ride Rating Metrics and Graphs	● Avg. Ride Rating ● Total Bookings with Ratings ● Percent Bookings with Ratings ● Total Five Star Ratings ● Percent Five Star Ratings ● Label per Rating ● Rating Distribution
Advanced Prebooking Metrics & Graphs (<i>prebooking only</i>)	● Request Source ● Recurring Type ● Hours Booked in Advance ● Hours Canceled in Advance

DATA GENERATOR	
Table	Data Columns
Ride Request Table	● Request Creation Date & Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Booking Method ● Number of Passengers ● Booking type (<i>PB+OD only</i>) ● Origin Address ● Origin Lat + Long ● Destination Address ● Destination Lat + Long ● Actual Pickup Time ● Cancelation Time ● No Show Time ● Ride Price ● Ride Distance ● Ride Duration (min) ● Ride Rating
Rider Activities Table	● Rider ID ● Account Creation Date ● Total Requests ● Total Completed Rides ● Total Cancellations ● Total No Shows
Drivers Table	● Drive ID ● Driver Name ● Driver Email ● Active Status ● Total Shift Hours ● Avg. Shift Hours Per Day ● Avg. Shift Hours From First Assignment Per Day ● Avg. Break Hours Per Day ● Total Accepted Rides ● Avg. Rating From Riders

Vehicles Table	● Vehicle ID ● Active Status ● Visual ID ● Short Visual Identifier ● Maker ● Color ● Vehicle Capacity ● Max Capacity ● Wheelchair Capacity
NTD S-10 Report <i>Available upon request for required reporting to the FTA. (United States only)</i>	● Service Date ● Day of the Week ● Vehicles Operated in Maximum Service (VOMS) ● Actual Vehicle Hours ● Actual Vehicle Miles ● Vehicle Revenue Hours ● Vehicle Revenue Miles ● Unlinked Passenger Trips ● Passenger Miles Traveled

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-129

VENDORS PROHIBITED: A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2022.

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, **ENACTS** as follows:

1. **VENDORS PROHIBITED**

Without the prior written permission of Rotary Club of Sault Ste. Marie and despite the provisions of By-laws 3306 and 84-196, during July 9th – July 17th, 2022, vendors licensed under those by-laws shall not locate on or near the grounds of Rotaryfest 2022 more particularly described on Schedule "A" to this by-law:

- (a) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;
- (b) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;
- (c) South side of Bay Street between Brock and East Streets including the sidewalk; and
- (d) Lower East Street south of Bay Street and Ken Danby Way.

2. **PENALTY**

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

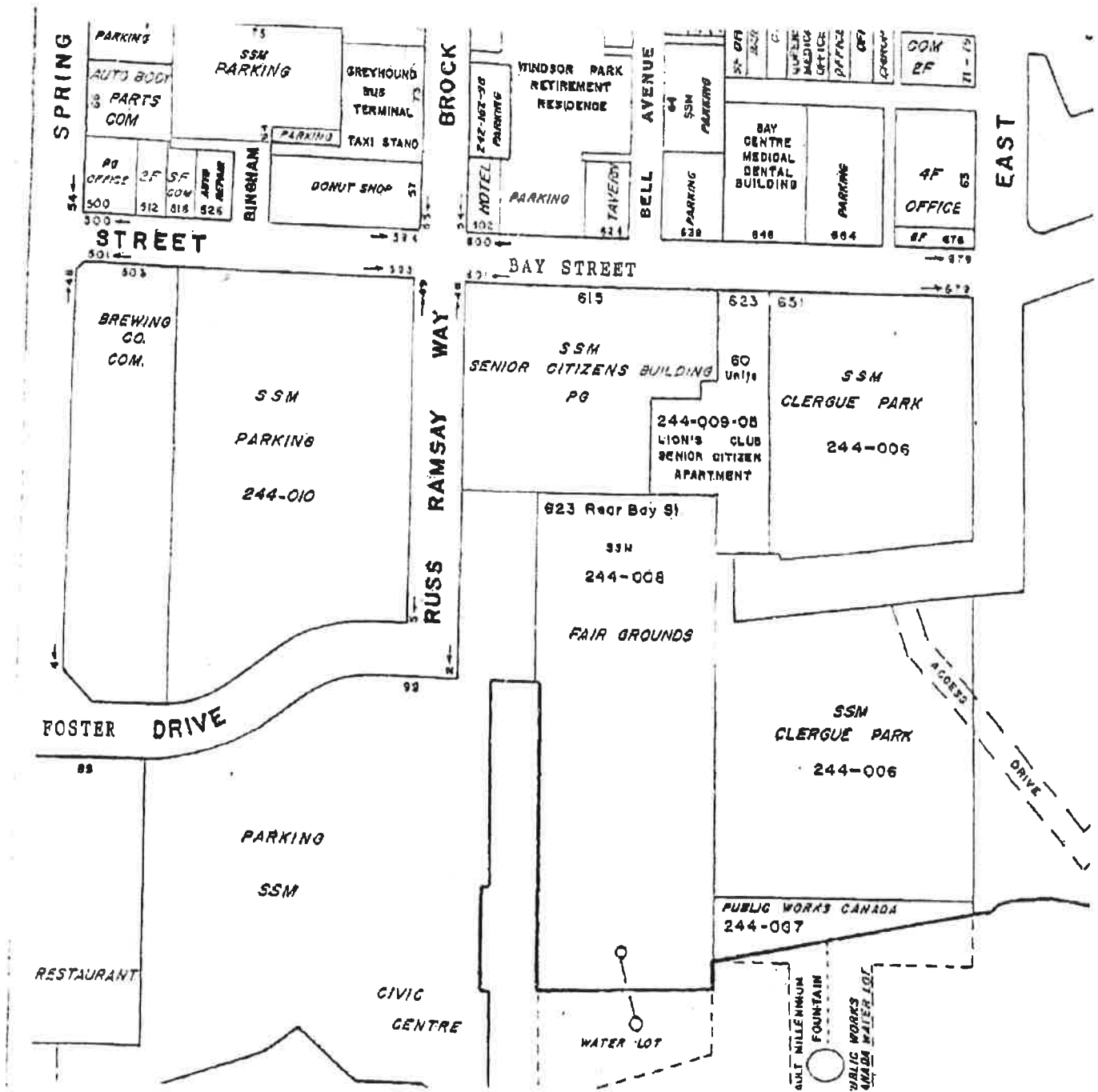
PASSED in open Council this 11th day of July, 2022

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Vendors are prohibited from locating on or near the grounds of Rotaryfest 2022 as shown below.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-130

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the Trunk Road resurfacing. (Contract 2022-11E).

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 July 11, 2022 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the Trunk Road resurfacing. (Contract 2022-11E).

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 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2022\2022-130 Trunk Road Resurfacing Contract 2022-11E.docx

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2022-11E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 11th day of July in the year 2022 by and between Pioneer Construction Inc. hereinafter called the "Contractor"

AND

The 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:

RESURFACING OF TRUNK ROAD CONTRACT 2022-11E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Carl Rumiel, 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: Pioneer Construction Inc.
845 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5

THE OWNER: Mr. Carl Rumiel, P. Eng., Director of Engineering
The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X61

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

Pioneer Construction Inc.

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-131

ENGINEERING: A by-law to authorize the execution of the Contract between the City and 786222 Ontario Inc. (o/a Phillips Haulage) for storm sewer replacement and drainage improvements to the ravine located between Plummer Court and Pawating Place (Contract 2022-14E).

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 July 11, 2022 between the City and 786222 Ontario Inc. (o/a Phillips Haulage), a copy of which is attached as Schedule "A" hereto. This Contract is for storm sewer replacement and drainage improvements to the ravine located between Plummer Court and Pawating Place (Contract 2022-14E).

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 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PLUMMER COURT RAVINE DRAINAGE UPGRADES
Contract No 2022-14E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 11th day of July in the year 2022, by and between

786222 Ontario Inc. (o/a Phillips Haulage), hereinafter called the "Contractor",
AND
The Corporation of the City of Sault Ste. Marie, hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**PLUMMER COURT RAVINE DRAINAGE UPGRADES
Contract No. 2022-14E**

which have been signed in triplicate by both parties and which were prepared by TULLOCH, acting as Agent and Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, Supplemental General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental 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 Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the PUC Services Inc. and PUC Distribution, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. The Contractor shall indemnify and save harmless the Owner and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every

nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

The Owner:

The Corporation of the City of Sault Ste. Marie
Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

The Contractor:

786222 Ontario Inc. (o/a Phillips Haulage)
565 Second Line E.
Sault Ste. Marie, Ontario,
P6B 4K2

The Contract Administrator:

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(seal)

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CONTRACTOR

(seal)

786222 Ontario Inc. (o/a Phillips Haulage)
COMPANY NAME

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-132

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

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

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

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

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of July, 2022.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Jason Levesque	101
Brian Ford	104
Sean Miller	107
Timothy Moreland	108
Arian Finlayson	109
James Kemp	110
Anthony McCoy	111
Edward Thorold	112
Lovedeep Sidhu	113
Abhishek Verma	115

Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133
Cody Poirier	134
Jordan Gregorini	135
Michael Steinburg	136
Marc Flumian	137
Michael Heptbourne-Fletcher	138
Rajneesh Kumar	139
Anthony Gallagher	140
Liam Thibault	141
Jason Merrifield	142
Jasinder Singh	143
Riley Higgins	144
Paul Hillier	145
Mikaela Hinz	146
Tyler Stoutenburg	147
Hailey Harris	148
Alexander Pilot	149
Kieran O'Brien	150
Samuel Elliott	152

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-133

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC for the supply and delivery of soft drink concession supplies for a period of three (3) years with option to renew for up to two 1-year periods.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated July 11, 2022 between the City and PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the supply and delivery of soft drink concession supplies for a period of three (3) years with option to renew for up to two 1-year periods.

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 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI



BEVERAGE SALES AGREEMENT

This sets forth the agreement ("**Agreement**") between PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, and its affiliates and subsidiaries ("**PBC**") and The Corporation of the City of Sault Ste Marie] (the "**Customer**"), on its own behalf and on behalf of its affiliates and subsidiaries, and on behalf of its individual franchisees and licensees, if any, relating to the purchase by the Customer from PBC of the Products.

Customer represents and warrants that it has full authority to bind all Outlets (as defined below) to the terms and conditions of this Agreement throughout the Term.

Definitions

As used in this Agreement, the following capitalized terms have the meanings set out below, and terms defined elsewhere in this Agreement shall have the meanings ascribed to them in this Agreement.

"Authorized FS Distributor" if applicable, shall mean a food service distributor as designated by Customer and prior approval by PBC.

"Beverage" or **"Beverages"** means all carbonated and non-carbonated, non-alcoholic beverages, however dispensed, during the Term including but not limited to, (i) colas and other flavored soft drinks; (ii) fruit juice, fruit juice containing other ingredients and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) milk based drinks; (vii) protein drinks and smoothies; (viii) energy drinks; (ix) water (including but not limited to: flat, plain, sparkling, carbonated, spring, mineral and/or purified); (x) kombucha and sparkling fermented beverages; and (xi) any future categories of nonalcoholic beverage products that may be distributed by PBC.

"Cases" shall mean the number of "raw" cases of Packaged Products purchased by the Customer from PBC, delivered in quantities of 8, 12, 15 and 24 bottles/cans, and thereafter in such other size, quantity and type of containers as determined by PBC, from time to time.

"Gallons" shall mean the number of US gallons of the Fountain Products purchased by the Customer from PBC during the Term and used to prepare the Fountain Products.

"Fountain Products" shall mean Beverages sold and/or distributed by PBC and used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of PBC's Fountain Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

"Outlets"

shall mean the existing Customer facilities owned, operated or managed by the Customer under the trade name/trademark in the attached Exhibit A (and/or any related or similar trademarks, including any successor trademarks/tradenames) in Canada operated by duly authorized franchisees of Customer, a current list of which is attached as Exhibit A, and shall include any other outlet or other facility in Canada in the Customer's system that may be opened, acquired, operated, owned, managed, controlled or franchised by the Customer under such trademarks during the Term. In the event that Customer acquires, owns or operates facilities under a different concept and/or trademark during the Term, Customer will purchase Products pursuant to the terms of this Agreement for service in such facilities, which will be considered Outlets under this Agreement. In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated Exhibit A and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

OR buying groups: “means customers of or facilities operated, managed, licensed, by (i) Customer or any of its Affiliates, (ii) companies with whom Customer or any of its Affiliates have entered into an agreement to provide procurement services, and (iii) such additional operations of Customer or any of its licensees, franchisees, or affiliates as Customer may choose to add from time to time.

OR Use for Golf course type of customer: “**Outlet**” shall mean the existing Customer facilities operated under in Exhibit A trade name/trademark or related trade names/trademarks, located at in Exhibit A and shall include (without limitation) all areas thereof, whether indoors or outdoors, sit-down and take out locations, concessions, restaurants, banquet rooms, clubhouse, carts and kiosks, which are now or in the future opened, acquired, operated, owned managed, controlled or franchised by the Customer during the Term

“**Packaged Products**” shall mean Beverages that are sold and/or distributed by PBC in pre-packaged form (e.g., bottles and cans) by PBC. A current list of PBC’s Packaged Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

“**Products**” shall mean Fountain Products and Packaged Products manufactured, bottled, sold and/or distributed by PBC.

“**Third Party Operator**”, if applicable, includes those persons or entities operating businesses selling or otherwise distributing Products from a location within the Outlets.

“**Year**” will mean a term of 13 financial periods coinciding with PBC’s financial periods (each a “Financial Period” typically consisting of four weeks) during the Term, beginning the first day of the Term and each period of 13 Financial Periods thereafter. Term “quarter” or “quarterly” will mean a consecutive period of approximately 3 months coinciding with PBC’s Financial Periods each Year during the term of this Agreement.

1.0 Term

1.1. The term (the “**Term**”) of this Agreement shall commence on **August 1, 2022** (the “**Effective Date**”) and shall expire on **July 31, 2025**. The Customer may extend the Term of the Agreement by a period of (2) years, on the same terms and conditions, upon providing PBC with sixty (60) days prior written notice before the expiry date.

2.0 Exclusivity

2.1. Exclusive Beverage Rights. During the Term of this Agreement, PBC shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer’s Outlets, including at all locations located within the Outlets where beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements (including a Third Party Operator, if applicable) for such Products directly and exclusively from PBC. In no event shall there be served, dispensed or otherwise made available Beverage products licensed, produced or otherwise distributed by Nestle S.A., Nestle Canada Inc., Coca-Cola Ltd. or Coca-Cola Enterprises or any of their respective affiliates.

2.2. Ancillary Products. During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups (“Ancillary Products”) exclusively from PBC, provided that the Ancillary Products comply with municipal, provincial and federal legislation. PBC shall ensure the Ancillary Products comply with all applicable municipal, provincial and federal legislation.

3.0 Pricing and Distribution

3.1. PBC shall sell and provide the Products set forth in Exhibit B either directly to Customer or to Customer’s Authorized FS Distributors (as applicable) for resale at Customer’s Outlets.

3.2. The prices for the Products (the “Prices”) as of the Effective Date, are listed in Exhibit B and are exclusive of any applicable product deposits, fees or sales/excise taxes (local, provincial or federal). Pricing may vary in territories where PBC bottler rights apply.

3.3. PBC shall increase Prices by 3% each Year during the Term of the Agreement upon (30) days written notice to Customer.

3.4. Price increases exceeding and/or in addition to those referred to above may be made by PBC, in the event of significant demonstrable increase in production or distribution costs to PBC, including without limitation, raw material costs (e.g. sweeteners, aluminum, plastic) and energy/utility costs (e.g. fuel, hydro).

3.5. During the term, if Customer is receiving Products through Direct to Store delivery and would like to move to

purchase the Products through an Authorized FS Distributor, Customer must first obtain PBC's prior written approval. If approval is granted, then all sales of Products by PBC to Authorized FS Distributors shall be made on terms determined by PBC. PBC expressly reserves the right to withhold shipment of any new order at any time that existing invoices to an Authorized FS Distributor are outstanding beyond terms. Customer agrees to use commercially reasonable efforts to cause the Authorized FS Distributors to make timely payment for the Products.

3.6. Subject to Section 3.5 above, if Customer is purchasing Products through an Authorized FS Distributor then such Authorized FS Distributor shall report and submit to PBC velocity reports indicating volume of and type of products purchased by Outlet and name of Outlet's supplying distributor (the "Purchase Summary Report"). The Purchase Summary Report shall be submitted to PBC for each quarter not later than 60 days past the close of that quarter.

3.7. During the term, if Customer is purchasing Products through an Authorized FS Distributor and would like to move to purchase the Products through Direct Store Delivery, Customer must first obtain PBC's prior written approval. If approval is granted, then PBC will use reasonable commercial efforts to transfer Customer to its Direct Store Delivery system in a timely fashion, in its sole discretion.

3.8. Notwithstanding delivery of Products to any Outlet(s) via a distributor, Customer shall remain subject to all of its obligations pursuant to this Agreement for the Term.

4.0 Funding, Rebates and Financial Commitments

4.1. In consideration of the rights granted to PBC by Customer during the Term of this Agreement, and provided Customer is not in breach of this Agreement, PBC shall provide Customer with the funding and support set out in the attached Exhibit C.

4.2. PBC will not accrue, pay or otherwise provide any funding or support set out in Exhibit C in respect of: (i) any Products for which PBC has not received payment in full; or (ii) any Outlet that is in breach of any of the terms this Agreement.

5.0 Additional Customer Performance Requirements

5.1. This Agreement, including all of PBC's support to the Customer as described herein, is contingent upon the Customer complying with the terms of this Agreement.

5.2. Customer will use its commercially reasonable efforts to ensure that all PBC Products maintain continuous or increased presence and exposure within the Outlets following implementation of this Agreement.

5.3. Customer acknowledges that funding is generally being made available to Customer under this Agreement to enable Customer to promote and encourage sales of PBC Products at the Outlets. All marketing and promotional activities relating to the Products will be as mutually agreed to by the parties and will specifically include the following:

Branding on menu boards & custom P.O.S.

5.4. Unless otherwise authorized by PBC, the Customer shall purchase all of their requirements for Product directly from PBC or the Authorized FS Distributor during the Term. The Customer and the Outlets will only sell those PBC Products purchased in accordance with this Agreement from the equipment provided to the Outlets by PBC, as applicable.

5.5. The Customer and its Outlets shall have appropriate brand identification, as identified by PBC, for each PBC Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Outlets throughout the Term.

5.6. At all times during the Term, the Customer agrees to maintain a reasonable distribution of all PBC Products and to mandate the distribution of a minimum of the following skus of PBC Products, as applicable, at each of the Outlets ("Required SKUS"): *Pepsi, Diet Pepsi, 7UP, Mountain Dew, Crush, Mug Root Beer, Dr Pepper, Dole, Gatorade, Brisk, Lipton Iced Tea, Aquafina, Evian, Frappuccino, Naked, Rockstar, Tropicana*, and such other beverage products, whether in addition to or in substitution therefor, as PBC may offer for sale from time to time. Customer will reinforce compliance with agreed upon PBC plan-o-grams at all Outlets., which may include, without limitation, the addition of listings of new and/or innovative Products."

5.7. Customer understands that the Products provided hereunder are perishable. PBC will not replace stale or spoiled Products. Customer agrees that no Product shall be sold past the code date, and that it shall abide by policies on product handling and quality control periodically advised by PBC.

6.0 Equipment and Service

6.1. PBC will loan each Outlet, at no charge, appropriate equipment for dispensing and cooling the Products during the Term ("**Equipment**"). Customer agrees that the **Equipment** shall be exclusively used to display and merchandise the

Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to all Equipment will remain vested in PBC or its affiliate and all such Equipment will be returned to PBC upon expiration or earlier termination of this Agreement. Customer shall not, and shall not allow any Outlet or any other party to, repair, service, maintain, replace, relocate, move or remove any Equipment. PBC shall have the exclusive right to repair, service, maintain, replace, relocate, move and remove any Equipment.

6.2. Each Year during the Term or at PBC's request, Customer shall provide PBC with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to PBC shall be deemed a material breach of this Agreement.

6.3. PBC will provide, at no charge to the Customer, preventative maintenance and service to the Equipment during the Term. PBC will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. PBC will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible. Customer will be responsible for all Equipment costs (including service fees) resulting from Customer's willful or negligent damage or abuse.

6.4. Except to the extent attributable to the intentional and/or negligent acts or omissions of Customer, its employees, or its agents, PBC will be responsible for and will bear the risk of loss or damage to unit(s) of Equipment placed and installed upon Outlets and arising as a result of theft and/or vandalism upon the Outlets; provided, however, that in the event of repeated (defined as two or more occurrences) or significant theft, vandalism, destruction or loss, without limitation, PBC will have the right, at its sole discretion, to move or remove any applicable unit of such Equipment from the Outlets.

6.5. The Customer shall supply and install, or cause to be supplied and installed, at the Customer's cost and expense, all facilities, as may be reasonably necessary, for the use and operation of the Equipment in the Outlets, including, but not limited to, electrical outlets and wiring, drains, conduits, water outlets and cut-off valves.

6.6. In respect of all Equipment that is vending equipment, if applicable, PBC shall have the exclusive right to stock and re-stock, at no cost to Customer, Products in each of the vending machines and to collect the monies that each vending machine generates. Title to all monies and Products located in such vending equipment will remain vested in PBC or its affiliate. The Product mix offered in each such vending machine shall be determined by PBC.

6.7. Customer acknowledges and agrees that PBC shall have the right to delegate its obligations in respect of the administration, installation and maintenance of vending services, including payment of vending commissions, to a third party vending operator ("**Third Party Vending Operator**"), which as of the date of agreement is [insert name] PBC shall have the right to change its Third Party Vending Operator at any time during the Term, subject to Customer's prior approval, which approval shall not be unreasonably withheld. Notwithstanding such delegation, PBC shall remain subject to all of its obligations pursuant to this Agreement for the Term. All Third-Party Vending Operator shall comply with the terms and conditions of the City's Contractor Prequalification Program before being permitted to be a Third-Party Vending Operator.

6.8. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of the Products, Customer shall surrender to PBC all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by PBC. PBC shall have the right to deduct the full value of the Equipment from any and all funds owing to Customer and/or the applicable Outlet(s) in the event PBC is prevented from removing such Equipment within thirty (30) days of the expiration or earlier termination of this Agreement.

6.9. Customer and/or each Outlet, as applicable, shall be responsible for the full replacement cost of all Equipment not returned, damaged, lost, or stolen while in its possession.

6.10. The Customer and its Outlets shall only use the Fountain Products for use in preparing the fountain beverage products (i) in accordance with the standards established by PBC; and (ii) only for immediate or imminent consumption and shall not resell the Fountain Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

7.0 General Terms

7.1. Termination.

- (a) Either party may terminate this Agreement: (i) if the other commits a material breach of this Agreement, provided, however, that the terminating party has given the other party written notice of the breach and the other breaching party has failed to remedy or cure the breach within thirty (30) days of such notice; or (ii) if the other party takes any action with respect to its liquidation or winding-up, or makes an assignment for the benefit of creditors, or any proposal under the Bankruptcy and Insolvency Act (Canada), or any comparable statute, or if a bankruptcy petition is filed or presented by such party, or if a court of competent jurisdiction enters a judgment or order approving any such petition or any petition seeking reorganization, arrangement or composition of such party or its debts or obligations, or if a custodian or receiver or receiver and manager or similar official is appointed for such party or any

of its assets. If for any reason the Customer's volume declines by more than 25% from the average annualized volumes, for a period of sixty (60) business days or more, then such event shall be deemed a material breach of this Agreement, and PBC shall have the right to renegotiate funding in Exhibit C and/or terminate this Agreement upon five (5) days prior written notice.

- (b) Without prejudice to any other remedy available to PBC at law or in equity in respect of any event described above, this Agreement may be terminated in whole or in part by PBC upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Outlets as required in this Agreement, (ii) any of the rights granted to PBC herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before PBC exercises its right to terminate as described in this Section, PBC agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.
- (c) In the event of breach of this Agreement by one or more Outlet(s), the parties agree that PBC shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).
- (d) From time to time, factors outside of PBC's control may lead to certain Products being out of stock, which shall not be deemed as breach of this Agreement.

7.2. Remedies / Expiration. Without limiting any of the other remedies available to PBC, if this Agreement is terminated before its expiration for any reason other than uncured material breach by PBC, then Customer will immediately make the following payments by no later than 30 days following the effective date of such termination:

- I. an amount reflecting reimbursement for all funding previously advanced by PBC but not earned by Customer and/or the Outlets pursuant to the terms of this Agreement in respect of the unexpired portion of the Term, or the Year for which it was paid, as the case may be, on a pro rata basis; and
- II. an amount reflecting reimbursement for the cost of installation, service and PBC Equipment that has been installed in the Outlets, if applicable.

7.3. Transition Period. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of Products, PBC may, upon request by the Customer, continue to provide Products to the Customer to ensure the uninterrupted supply of beverages, for a transition period not to exceed 120 days (unless otherwise mutually agreed upon) following expiration or termination of the Agreement (the "Transition Period"). During the Transition Period, the parties will continue to perform pursuant to the terms and conditions of this Agreement, except that Customer shall not be required to comply with any exclusivity requirements set forth herein and PBC shall not be obligated to provide any funding or other consideration as set forth in this Agreement. During the Transition Period, Customer will provide PBC with reasonable access to the Outlets, free from any claims of trespass and on a mutually agreed upon schedule, for the purposes of removing Equipment. For clarity purposes, although Customer shall no longer be required to comply with the exclusivity requirements of this Agreement, Customer acknowledges and agrees that, except as specifically agreed by PBC in writing, Equipment must be used exclusively to display and/or dispense PBC beverage products, even during the Transition Period.

7.4. Right of Offset. PBC reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer pursuant to this Agreement.

7.5. Trademarks. PBC reserves the right to final approval, in its sole discretion, of any and all promotional or other materials utilizing PBC trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which a party claims or has proprietary rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement. Upon termination or expiry of this Agreement each party shall immediately cease all use of the other trademarks, trade names, slogans, and or other identification of the other party or its products.

7.6. Payment. Payment of PBC invoices shall be in accordance with their stated terms which, if credit is granted, are currently the thirtieth (30th) day from date of invoice. All payments to PBC shall be rendered without deduction or set off. Customer and each Outlet shall, upon request, complete a PBC credit application and shall be subject to PBC's credit policies. Customer acknowledges that in the event PBC ceases to sell Products to Customer or any Outlet in accordance with PBC's credit policies, PBC shall not be in breach of this Agreement.

7.7. Product Changes. PBC reserves the right to change or supplement Products offered for sale to Customer at its

discretion, upon notice.

7.8. Confidentiality. The Customer and PBC agree to keep this Agreement and its terms, as well as the information which is disclosed to it by the other party in connection with the performance of this Agreement, confidential and not to disclose this Agreement or its terms to any third party without the prior written consent of the other party, subject only to disclosure of such information to the party's auditors and legal counsel and as required by law or legal process. The Customer further acknowledges and agrees that the disclosure of the terms of this Agreement could reasonably be expected to significantly harm the competitive position and/or significantly interfere with the general negotiating and business position of PBC. The parties acknowledge and agree that details of any public announcements, statements or disclosure concerning this Agreement shall be jointly agreed to prior to the making of any such public announcements, statements or disclosure by either party.

7.9. Assignment/Acquisition. In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, PBC may, at its option, terminate this Agreement effective immediately. The Agreement shall not be otherwise assignable without the express written consent of PBC. In the event the transferee has an existing local agreement with PBC (which agreement covers the purchase of Products), then, PBC shall have the right to determine which Agreement shall continue in force and effect. PBC may assign this Agreement at any time to any PBC affiliate without any prior consent. This Agreement shall ensure to the benefit of, and be binding upon, the successors and permitted assigns of PBC and Customer.

7.10. Governing Law. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles.

7.11. Tax. Customer will remain responsible for any applicable taxes, fees or other tax liability incurred in connection with Customer's receipt of funding and/or Equipment provided by PBC under this Agreement. In addition, Customer will neither assess nor impose upon PBC any common area maintenance fees, taxes or other charges based on occupation of the space allocated to Equipment, nor with respect to the ownership or usage thereof.

7.12. Force Majeure: Impossibility of Performance. Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, floods, fires, pandemic/epidemic, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, crop failures, freezes, and other circumstances of substantially similar character beyond the reasonable control of the affected party (collectively, a "Force Majeure Event"). Any party so affected shall (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party in writing of a Force Majeure Event and the effect of a Force Majeure Event on such party's ability to perform its obligations hereunder. The affected party shall promptly resume performance after it is no longer subject to a Force Majeure Event. In the event Customer's performance obligations are suspended pursuant to a Force Majeure Event as set forth herein, PBC's funding obligations will be suspended for the duration of Customer's nonperformance; once the Force Majeure Event has concluded and Customer resumes performance or in the event Customer is able to perform some but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

7.13. Right of First Negotiation/Refusal. As of the commencement of this Agreement until six(6) months prior to the expiration of the Term, Customer hereby grants PBC exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for the supply of beverage products to the Customer and/or its Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties.

7.14. Dispute resolution. If a dispute arises out of or relates to this Agreement, including any dispute about the existence of a breach of this Agreement, and if the dispute cannot be settled through direct discussions, the parties agree to attempt to settle the dispute in an amicable manner by mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Such mediation must occur within sixty (60) days after a party's request for mediation. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Thereafter, any unresolved controversy or claim shall be settled by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration brought under the terms of this Agreement shall be conducted in Toronto, Ontario, in the following manner: Each party shall appoint one person as an arbitrator. The two arbitrators so chosen shall select a third impartial arbitrator within ten (10) days of the date on which the second arbitrator is selected. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, such arbitrator shall be selected by the ADR Institute of Canada, Inc. The three arbitrators shall determine all questions presented to them by majority vote. The language of the arbitration shall be English. The decision of a majority of the arbitrators shall be final and conclusive on the parties hereto and shall be accompanied by written findings of fact and conclusions of law.

7.15. **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

7.16. **Insurance.** Each party shall, at its sole cost and expense, place and maintain insurance throughout the Term that it deems adequate, sufficient and consistent with prudent industry standards to insure its activities and obligations in connection with this Agreement. Without limiting the generality of the foregoing, Customer shall name PBC as a loss payee under its applicable insurance policies and shall notify PBC of any loss or damage to the Equipment.

7.17. **Indemnity.** The Customer shall protect, indemnify and hold harmless PBC and its parent(s), subsidiaries and affiliates, and its and their officers, directors, employees, franchisees, licensees, representatives and agents, from and against any and all losses, liabilities, costs, expenses (including, without limitation, reasonable legal fees), damages, claims, actions, judgments and suits whatsoever arising from, based upon, in any way connection with or relating to: (a) the acts or omissions of the Customer and its franchisees and licensees, and its and their employees, servants, agents or representatives; (b) the breach by the Customer of any of its obligations, covenants, representations or warranties hereunder; or (c) any dispute of a third party in respect of the payments made by PBC to the Customer hereunder.

PBC will indemnify and hold Customer harmless against (i) any claim, loss or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Products sold to Customer or any ingredient included by PBC in the Products; or (ii) any claim, loss or expense arising out of any patent or trademark infringement suit based on Customer's proper use or sale of the Products; to the extent that any such claim, loss or expense set forth under subsections (i) and (ii) was caused by the fault or negligence of PBC and further provided that the Products were handled under normal conditions of sale, and in accordance with applicable product handling requirements by Customer from the time of delivery until final sale to the consumer, and provided further that (1) Customer gives PBC timely written notice of the assertion or pendency of any such claim, (2) PBC has the right to defend any such claim, and (3) PBC has the right of approval prior to settlement of any such claim.

7.18. **Title.** Title and risk of loss to the Products purchased for the Outlets shall pass to the Customer immediately upon delivery of same.

7.19. **Relationship of the Parties.** Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party shall be deemed to be an associate, partner, principal or agent of the other.

7.20. **Construction.** If any covenant, obligation or provision contained in this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.22. **Notices.** All notices and other communications by the parties will be in writing and deemed to have been duly given when delivered in person, via an overnight courier delivery service of general commercial use and acceptance (such as Federal Express or UPS) or via certified or registered mail with return receipt (each, a "Primary Delivery Method"), in each case, with a confirmatory copy by email, addressed as follows (unless notification of change of address is given in writing by means of this Notice provisions), and shall be effective upon receipt via the Primary Delivery Method:

If to PBC:

PepsiCo Beverages Canada 2095
Matheson Blvd E Mississauga,
Ontario L4W 0G2 Attn: Director,
Foodservice

With a copy to (which shall not constitute notice) the PBC Legal Department at the same address.

If to Customer:

The Corporation of the City of Sault Ste Marie
Attn: Karen Marlow (Manager of Purchasing)
99 Foster Drive – Level 2

7.23. **Representations and Warranties.** Each party represents and warrants to the other that it has full power and authority, corporate and otherwise, and has been duly authorized, to enter into and perform its obligations under this Agreement and that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with or performance of any of the provisions hereof, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice or the passage of time or otherwise, would constitute such a default) under any of the terms, conditions or provisions of any existing agreement or other instrument or obligation to which it is a party, or by which it or any of its properties, assets or operations may be bound or affected; (b) violate any order, writ, injunction, decree, or any statute, rule or regulation, applicable to it or any of its properties, assets, or operations; or (c) require any action, or consent or approval of, or review by, any other party, including without limitation any third party, court or governmental body or other agency, instrumentality or authority, except as shall have been duly obtained and effective as of the date of this Agreement. There are no representations and warranties or conditions of sale other than those expressly set out herein.

7.24. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

7.20 At the request of all parties, this Agreement has been drawn up in the English language. A la demande expresse des parties, ce contrat a été rédigé en langue anglaise.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

**PEPSICO BEVERAGES CANADA,
a business unit of PEPSICO CANADA ULC**

**The Corporation of the City of Sault
Ste Marie – Community Development
& Enterprise Services**

By: _____

By: _____

Print Name: Matthew Miller

Print Name: Christian Provenzano

Title: Unit Sales Manager

Title: Mayor

Date: June 3, 2022

Date: _____

(I have authority to bind the company)

By: _____

By: _____

Print Name: _____

Print Name: Rachel Tyczinski

Title: _____

Title: City Clerk

Date: _____

Date: _____

**Exhibit A
Customer Outlets**

1.	GFL Memorial Gardens	14 Towers equipped with auto-pour heads; 4 Concourse Level Concessions each equipped with 3 towers; 1 Event Level Concession equipped with 1 tower; 1 Suite Level Concession equipped with 1 tower
2.	Northern Community Centre	2 Single Door Floor Model Coolers (main concession & upstairs concession); 2 Towers equipped with auto-pour heads (main concession & upstairs concession)
3.	Bellevue Park	1 Single Door Counter Top Model Cooler; 1 Single Door Floor Model Cooler
4.	Roberta Bondar Park	2 Towers equipped with auto-pour heads; 1 Single Door Counter Top Model Cooler; 1 Double Door Floor Model Cooler
5.	John Rhodes - Field House	1 Double Door Floor Model Cooler
6.	John Rhodes – Pool	1 Single Door Floor Model Cooler
7.	John Rhodes – Community Centre	Concession – 1 Post Mix Machine with 2 towers (auto pour); 1 Single Door Counter Top Model Cooler;

**Exhibit B
Products and Prices**

Product	Package Price	Unit Price
355ml 24pk CSD/NCB	\$10.08	\$.42
591ml 24pk CSD Bottles	\$26.76	\$1.12
591ml 24pk NCB Bottles	\$26.76	\$1.12
591ml 24pk Aquafina Bottles	\$17.28	\$0.72
591ml 12pk Gatorade and G2	\$15.66	\$1.31
710ml 24pk Gatorade and G2	\$47.73	\$1.99

Product	Price	Unit Price
547ml 12pk Pure Leaf	\$23.27	\$1.94
405ml 12pk Starbucks Frappuccino	\$33.87	\$2.82
450ml 12pk Dole Juice	\$18.66	\$1.56
473ml 12pk Rockstar	19.44	\$1.62

Product	Price
20L Bag of Syrup (CSD) Pepsi	\$72.46
12L Bag of Syrup (CSD)	\$43.50
12L Bag of Syrup (NCB)	\$55.74
CO2 -20LB Tank	\$33.67
22oz Cups (1200 units)	\$83.39
32oz Cups (480 units)	\$65.32
22ozLids (2400 units)	\$83.39
32oz Lids (960 units)	\$58.37

Exhibit C

Funding and Support

Exclusivity Rebate – PBC will accrue the amount specified in Exhibit “B” under the “Rebate” column (the “**Exclusivity Rebate**”) for each “raw” Case of Product, as specified in Exhibit “B”, purchased by the Customer and the Outlets. The Exclusivity Rebate shall be calculated and paid by PBC to the Customer on a PBC quarterly basis, within sixty (60) days of the end of the applicable PBC quarter. Where Products are purchased from an Authorized FS Distributor, the Exclusivity Rebate shall be paid after receipt and verification of the Purchase Summary Report (as defined in section 3.6). PBC shall not accrue or pay any Exclusivity Rebates for sale to Outlets that are in breach of the terms of this Agreement.

Signing Bonus – PBC will pay to the Customer a one-time signing bonus of \$5,000.00 (the “**Signing Bonus**”). The Signing Bonus shall be earned pro rata and shall be paid within sixty (60) days of execution of this Agreement.

Annual Exclusive Beverage Rights Fee – PBC will pay to the Customer an annual exclusive beverage rights fee of \$12,000.00 (the “**Exclusive Beverage Rights Fee**”) each Year during the Term. The Exclusive Beverage Rights Fee shall be earned pro rata over the applicable Year in which it is paid and shall be paid within sixty (60) days of the first (1st) day of the applicable Year.

Managed Marketing Support Funds – PBC will allocate an annual marketing support fund in the amount \$3,000.00 (the “**Marketing Support Funds**”) each Year during the Term, which shall be used for such marketing programs as may be mutually agreed by PBC and the Customer with the objective of increasing Product sales in the Outlets. The Marketing Support Funds shall be managed by PBC on a declining basis each applicable Year. Proof of performance and invoice are required in order for PBC to remit any Marketing Support Funds to Customer. Any unspent portion of the Marketing Support Funds in any Year may not be carried over to a subsequent Year.

Vending Commissions – Meyers Munchies (TPO) will pay to the Customer a vending commission (the “**Vending Commission**”) in an amount equal to \$9,000.00 of net revenue actually collected by PBC from vending equipment placed on the premises of the Outlets by PBC in each Year. The Vending Commission shall be calculated and paid by Meyers Munchies (TPO) to the Customer on a Meyers Munchies quarterly basis within thirty (30) days of the end of the applicable Meyers Munchies quarter. A detailed report outlining the calculation of the Vending Commission, the volume of Products sold through each piece of vending equipment by Outlet and an overall summary of the Vending Commission paid to date shall be delivered to the Customer on or about the same time as paying the Vending Commission.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-134

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and EllisDon Industrial Inc. for the work required by the contract documents for Municipal Mausoleum Phase XVI located at Holy Sepulchre Cemetery.

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 June 20, 2022, between the City and EllisDon Industrial Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the work required by the contract documents for Municipal Mausoleum Phase XVI located at Holy Sepulchre Cemetery.

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 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CCDC 2

Stipulated Price Contract

2020

Municipal Mausoleum Phase XVI (2022CDE-CS-CM-03-T) for the Corporation of the City of Sault Ste. Marie

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 2 – 2020 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

CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on 20 day of June in the year 2022 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

EllisDon Industrial 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 (insert below the description or title of the Work)
Municipal Mausoleum Phase XVI (2022CDE-CS-CM-03-T) for the Corporation of the City of Sault Ste. Marie
located at (insert below the Place of the Work)
Holy Sepulchre Cemetery, 27 Fourth Line East, Sault Ste. Marie, Ontario
for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)
IDEA Inc.
is acting as and is hereinafter called the "Consultant" and
- 1.2 do and fulfill everything indicated by the Contract Documents, and
- 1.3 commence the Work by the 20 day of June in the year 2022 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover, by the 07 day of November in the year 2022 .

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 bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The Contract may be amended only as provided in the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

3.1.1 Issued for Tender (IFT) Documents

-Volume 1: Drawings (See attached Drawing List)

-Volume 2: Specifications: Division 00 - 33 (See attached List of Contents)

3.1.2 Addenda: appended to this Contract in Addenda volumes including full-size drawings.

Addendum 1 - dated April 20, 2022, pages 29

Addendum 2 - dated April 27, 2022, pages 15

Post Tender Addendum 1 - dated May 09, 2022, pages 8

3.1.3 Tender: as submitted by EllisDon Industrial Inc., dated May 5, 2022, pages 20, appended to this Contract.

3.1.4 Post Tender Addenda Submission : as submitted by EllisDon Industrial Inc., dated May 20, 2022, pages 2, appended to this Contract.

3.1.5 Letter of Intent: issued by IDEA Inc., dated June 20, 2022 pages 2, appended to this Contract.

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical 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; time schedule)

ARTICLE A-4 CONTRACT PRICE

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

One Million, Seven Hundred Sixty Thousand

/100 dollars \$ 1,760,000.00

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

Two Hundred Twenty Eight Thousand, Eight Hundred

/100 dollars \$ 228,800.00

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

One Million, Nine Hundred Eighty Eight Thousand, Eight Hundred

/100 dollars \$ 1,988,800.00

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 *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, 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* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .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 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, 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
(Insert name of chartered lending institution whose prime rate is to be used)
Royal Bank of Canada
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 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 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 will 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* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will 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 will 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.

6.5 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.

CCDC 2 – 2020

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Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6

address

k.marlow@cityssm.on.ca

email address

Contractor

EllisDon Industrial Inc.

*name of Contractor**

432 Great Northern Road, Sault Ste. Marie, Ontario Canada P6B 4Z9

address

scorbett@ellisdon.com

email address

Consultant

IDEA Inc.

*name of Consultant**

421 Bay Street, Suite 507, Sault Ste. Marie Ontario Canada P6A 1X3

address

cberkenbosch@integrateddesign.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste.
Marie

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

EllisDon Industrial Inc.

name of Contractor

signature

signature

name of person signing

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

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

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*.

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.

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*.

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*.

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.

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.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

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.

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.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

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*.

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*.

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*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

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*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

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*.

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 tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

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 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 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 *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 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 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 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*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *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*.
- 1.1.11 Physical 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*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

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 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 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 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 perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 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*.
- 2.2.7 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.
- 2.2.8 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*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 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.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 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*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 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.
- 2.2.17 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.
- 2.2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

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*, 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 required 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 others 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 was incorporated in the *Work* or 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 finding.

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 THE 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 the *Owner's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 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
 - .4 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 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly 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 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.
- 3.2.5 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. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly 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.

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* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 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 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 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 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 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 applicable 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 any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 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.

3.6.3 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.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 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 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 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*.

3.7.3 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*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 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*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 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.
- 3.8.6 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*.
- 3.8.7 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*.

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 the *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, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 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 items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously 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 as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 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 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 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* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* 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*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 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*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* 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 the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 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 when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any 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 and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, 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 deferred *Work*.

GC 5.7 NON-CONFORMING WORK

- 5.7.1 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 to the *Consultant*, in a form that can be reasonably evaluated, 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 the *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 applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license 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;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 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* performance of the *Work* attributable to the *Change Directive* 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.
- 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 a finding.
- 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* and 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 *Owner*, through the *Consultant*, shall 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 promptly inform 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 the *Owner*, the *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, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *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 2.2.12 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 and the *Consultant* will make a finding upon such claim.

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 perform 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* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .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 by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* 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,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .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 in force 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*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 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* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – 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 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' 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.
- 8.3.2 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*.
- 8.3.3 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.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, 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 as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 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 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration 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*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (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 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 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.
- 8.4.2 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 8.3.6 of GC 8.3 – 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*, 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 or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or 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 the *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 substance 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 any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance 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 the *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 the *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 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *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 13.1 – 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 *Owner*, through the *Consultant*, shall 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 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *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,
 - .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 the *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 the *Contractor*.
- 9.5.2 If the *Owner* and the *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,
 - .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 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *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,
 - .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,
 - .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 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue 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; 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 physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the 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 *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned 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 *Ready-for-Takeover*;
 - (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*; and
 - (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 *Ready-for-Takeover*.
 - .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 *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *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 *Ready-for-Takeover*.

.8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

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 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 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.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
 - .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
 - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

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 when *Ready-for-Takeover* has been attained.
- 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.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, 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 negligent 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 *Ready-for-Takeover* date 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*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 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 minimum liability insurance limit for one occurrence, of the applicable insurance policy, 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 indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 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.
- 13.1.5 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*.
- 13.1.6 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 become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .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 respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .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 respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – 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 *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims 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 *Ready-for-Takeover* date, provided that 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, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an 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.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 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 such claim 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.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

Section	Rev	Title	Consultant	Pages
VOLUME 2 – DIV. 00-07 SPECIFICATIONS				
Division 00 – Procurement Requirements				
00 00 10	0	Title Page	IDEA-A	1
00 01 11	0	Table Of Contents	IDEA-A	2
00 01 15	0	List Of Contract Drawings	IDEA-A	1
00 21 13	0	Instructions To Bidders	IDEA-A	10
00 41 13	0	Tender Form	IDEA-A	2
00 41 13a	0	Tender Form – Appendix A	IDEA-A	1
00 41 13b	TBI	Tender Form – Appendix B (Separate and Alternate Prices)	IDEA-A	1
00 41 13c	0	Tender Form - Appendix C (Unsolicited Bidders Alternates)	IDEA-A	1
00 60 00	0	Bonding Requirements	IDEA-A	2
00 73 00	0	Supplementary General Conditions	IDEA-A	8
00 90 00	0	Addenda	IDEA-A	1
Division 01 – Contract Requirements				
01 11 00	0	Summary Of Work	IDEA-A	2
01 14 00	0	Work Restrictions	IDEA-A	2
01 21 00	0	Allowances	IDEA-A	2
01 23 10	TBI	Separate and Alternate Prices	IDEA-A	2
01 29 00	0	Payment Procedures	IDEA-A	4
01 29 00a	0	Schedule Of Values Sample	IDEA-A	4
01 29 83	0	Testing and Inspection Payment Procedures	IDEA-A	2
01 31 19	0	Project Management And Coordination	IDEA-A	9
01 32 16	0	Construction Progress Schedule	IDEA-A	4
01 33 00	0	Submittal Procedures	IDEA-A	11
01 34 00	0	Substitution Alternate Procedures	IDEA-A	6
01 35 29	0	Health And Safety Requirements	IDEA-A	3
01 45 00	0	Quality Control	IDEA-A	2
01 51 00	0	Temporary Utilities	IDEA-A	3
01 52 00	0	Construction Facilities	IDEA-A	4
01 56 00	0	Temporary Barriers And Enclosures	IDEA-A	2
01 61 00	0	Common Product Requirements	IDEA-A	4
01 71 00	0	Examination and Preparation	IDEA-A	3
01 73 00	0	Execution	IDEA-A	2
01 74 11	0	Cleaning	IDEA-A	3
01 74 21	0	Waste Management And Disposal	IDEA-A	12
01 77 00	0	Closeout Procedures	IDEA-A	2
01 78 00	0	Closeout Submittals	IDEA-A	1
Division 02 - Existing Conditions				
Division 03 - Concrete				
03 10 00	TBI	Concrete Forming	TULLOCH	7
03 20 00	TBI	Concrete Reinforcing	TULLOCH	5
03 30 00	TBI	Cast-In-Place Concrete	TULLOCH	8
Division 04 - Masonry				
04 41 20	0	Granite Facing & Masonry	IDEA-A	3
04 41 21	0	Granite Anchor Illustrations	IDEA-A	10
04 41 22	0	Crypt Sealers Illustration	IDEA-A	1

Section	Rev	Title	Consultant	Pages
Division 05 - Metals				
Division 06 - Wood, Plastics, and Composites				
Division 07 - Thermal and Moisture Protection				
07 45 00	0	Fibreglass Closures	IDEA-A	1
07 54 19	0	PVC Membrane Roofing	IDEA-A	9
07 62 00	0	Metal Flashing & Trim	IDEA-A	1
Division 08 - Openings				
Division 09 - Finishes				
Division 10 - Specialties				
Division 11 - Equipment				
Division 12 - Furnishings				
Division 13 - Special Construction				
Division 14 - Conveying Equipment				
Division 21 - Mechanical				
15 01 00	0	Mechanical	IDEA-M	1
15 01 00	0	Vent-Drain Unit Illustration	IDEA-M	1
Division 22 - Plumbing				
Division 26 - Electrical				
Division 31 - Earthwork				
31 00 99	0	Earthwork	TULLOCH	1
31 22 13	0	Rough Grading	TULLOCH	4
31 23 33.01	0	Excavating Trenching and Backfill	TULLOCH	3
Division 32 - Exterior Improvements				
32 14 00	0	Precast Interlocking Paving	TULLOCH	5
32 91 21	0	Topsoil Placement and Grading	TULLOCH	5
32 92 19.16	0	Hydraulic Seeding	TULLOCH	7
Division 33 - Site Infrastructure/Utilities				

END OF SECTION

PART 1 - GENERAL

1.1 The Agreement

- .1 The Canadian Construction Document #2 2020 edition.

1.2 Specification

- .1 The Specification in its entirety, refer to Section 00 01 11, Table of Contents. This includes the General Conditions and Supplementary Conditions to the CCDC#2 (2020) Document.

1.3 Drawings

- .1 The following is the list of Drawings for the Project, dated
14 April 2022

Title	
	Title Sheet
Civil	
c 0.00	Existing Conditions & Removals Plan
c 1.00	Proposed Site & Grading Plan
c 1.10	General Layout Plan
c 1.20	Detailed Layout Plan
c 1.30	Detailed Brick Patterning
Architectural	
a 1.00	Site Plan
a 2.00	Floor Plan
a 3.00	Roof Plan & Mechanical Plan
a 4.00	Elevations
a 4.01	Elevations
a 5.00	Building Sections
a 7.00	Section Details
a 9.00	Plan Details
Structural	
s 1.00	Foundation Plan
s 2.00	Floor and Roof Plans
s 3.00	Sections
s 4.00	Sections and Details

END OF SECTION

TITLE

Addendum 01

DATE

20 April, 2022

PART 1 - GENERAL

- .1 Insert this Addendum in Section 00 90 00 of the Specifications
- .2 This Addendum has been issued prior to tender closing to provide revisions/clarifications to the Contract Documents. Such revisions shall become part of the Contract Documents and shall change the original contract documents only in the manner and extent stated.
- .3 Should the instructions provided herein conflict with the requirements included in the previously issued contract documents or Addendum, these instructions shall supersede. Exception: *Text in italics is only intended for clarification.*
- .4 No consideration will be allowed for extras due to the tenderer or any sub-contractor, supplier or the like, not being familiar with this Addendum.
- .5 Bidders shall acknowledge receipt of this Addendum in the space provided in the Tender Form.

PART 2 – CONTRACT DOCUMENTS

2.1 Volume 1 Drawings

- .1 **Add** new Structural Drawings appended to this addendum:
 - .1 S1.0 – Foundation Plan
 - .2 S2.0 – Floor and Roof Plans
 - .3 S3.0 – Sections
 - .4 S4.0 – Sections and Details
- .2 Refer to drawing a3.00 – Roof Plan and Mechanical Plan.
 - .1 **Revise** Roof Plan per the attached sketch **ADD01-A1**
Correction of overhang dimensions.
- .3 Refer to drawing a4.01 – Elevations - Existing Retaining Wall Partial North Elevation
 - .1 **Revise** per the attached sketch **ADD01-A2**.
Extend Ashlar on new retaining wall to grade.
- .4 Refer to drawing a5.00 – Building Sections - Section C:
 - .1 **Revise** per the attached sketch **ADD01-A3**
Revise West end wall fascia section and detail callout.
- .5 Refer to drawing a7.00 – Section Details.
 - .1 **Add** new Detail 12 per the attached sketch **ADD01-A4**.
Ashlar extends up to parapet on West Side

2.2 Volume 2 Specifications

- .1 **Add** new Specification Sections appended to this addendum:
 - .1 Specification Section 03 10 00 – Concrete Forming
 - .2 Specification Section 03 20 00 – Concrete Reinforcing
 - .3 Specification Section 03 30 00 – Cast-In-Place Concrete

PART 3 – QUERIES and
RESPONSES

3.1 None .1

PART 4 - ATTACHMENTS

<u>Reference Number</u>	<u>Name/Description</u>	<u>Size</u>	<u>Pages</u>
1	ADD01-a1 – Partial Roof Plan	11 x 17	1
2	ADD01-a2 – Retaining Wall North Elevation	8.5 x 11	1
3	ADD01-a3 – Partial Section C	8.5 x 11	1
4	ADD01-a4 – Cast-In-Place Fascia @ End Wall	8.5 x 11	1
5	S1.0 – Foundation Plan	24 x 36	1
6	S2.0 – Floor and Roof Plans	24 x 36	1
7	S3.0 – Sections	24 x 36	1
8	S4.0 – Sections and Details	24 x 36	1
9	Specification Section 03 10 00 – Concrete Forming	8.5 x 11	4
10	Specification Section 03 20 00 – Concrete Reinforcing	8.5 x 11	4
11	Specification Section 03 30 00 – Cast-In-Place Concrete	8.5 x 11	7

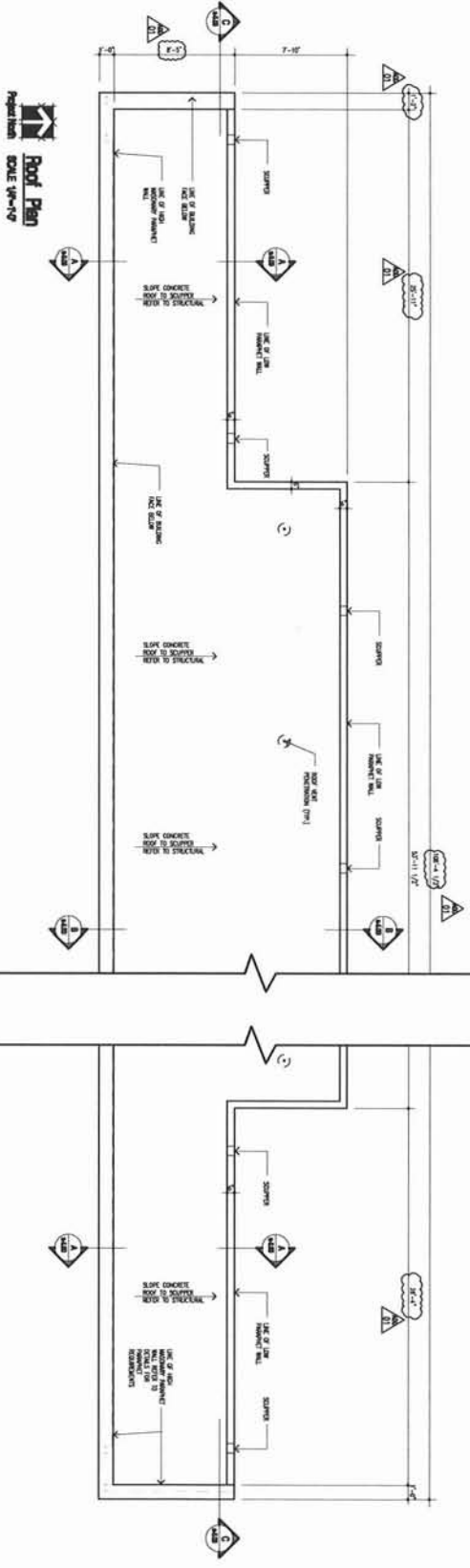
END OF SECTION

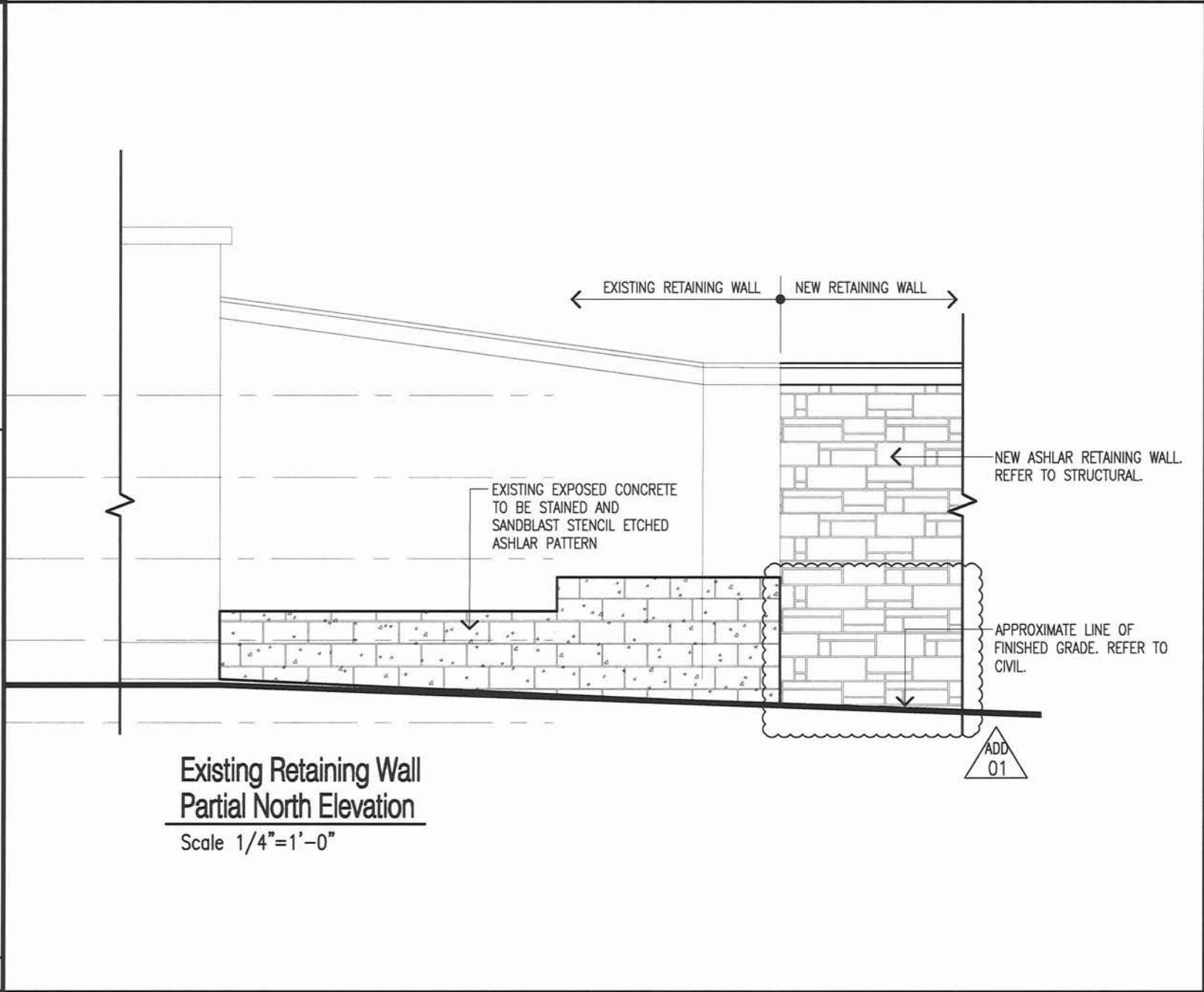
Municipal Mausoleum Phase XVI
27 Fourth Line East
for the Corporation of the
City of Sault Ste. Marie, Ontario

Partial Roof Plan
Addendum 01

Project: 22009
Date: 20 April 2022
Scale: 1/4" = 1'-0"
Checked by: c. berkenbosch
Drawn by: j. de felice

Project No.: 22009
Dwg. No.: ADD01-a1

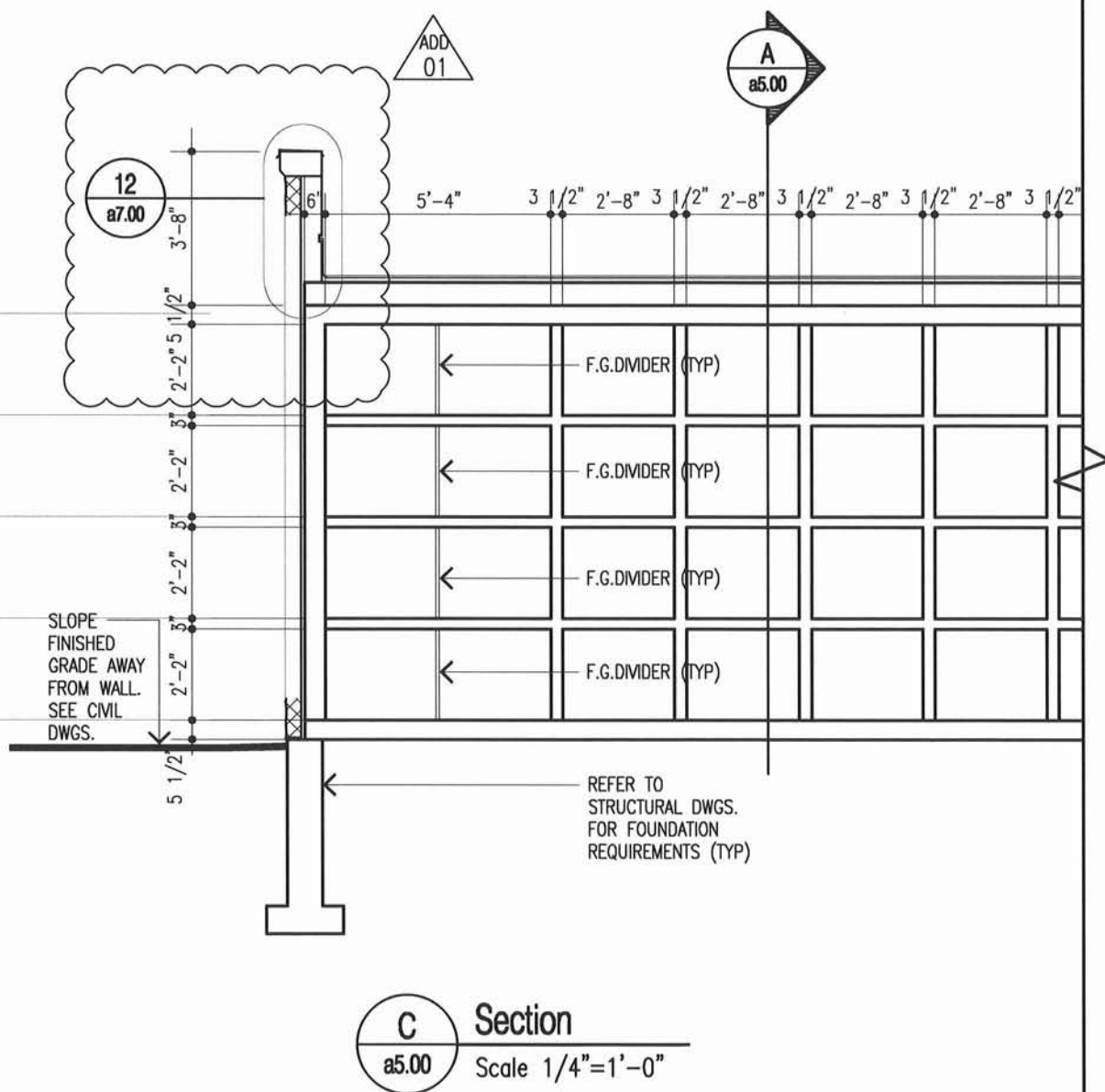




Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, ON
for The City of Sault Ste. Marie

Chked By: c. berkenbosch
Drawn By: j.defelice

IDEA
INTEGRATED DESIGN
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421 Bay Street, Suite 507, Sault Ste. Marie, Ont. Ca.
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Date: 20 April 2022
Scale: As Noted

Partial Section C
Addendum 01

Dwg. No. :
ADD01-a3

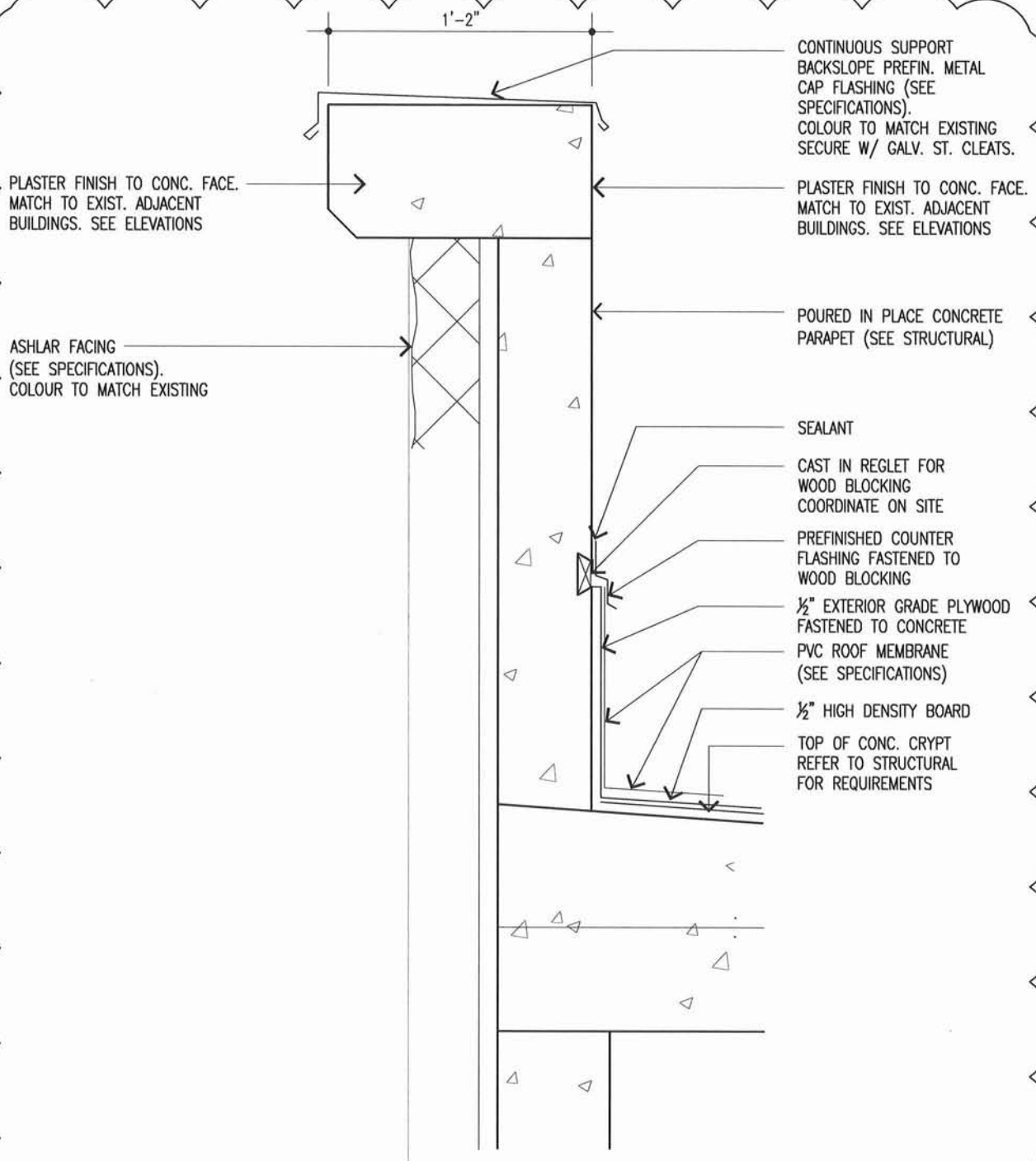
Job#

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12

SECTION THRU CAST-IN-PLACE FASCIA @ END WALL

a-7.00

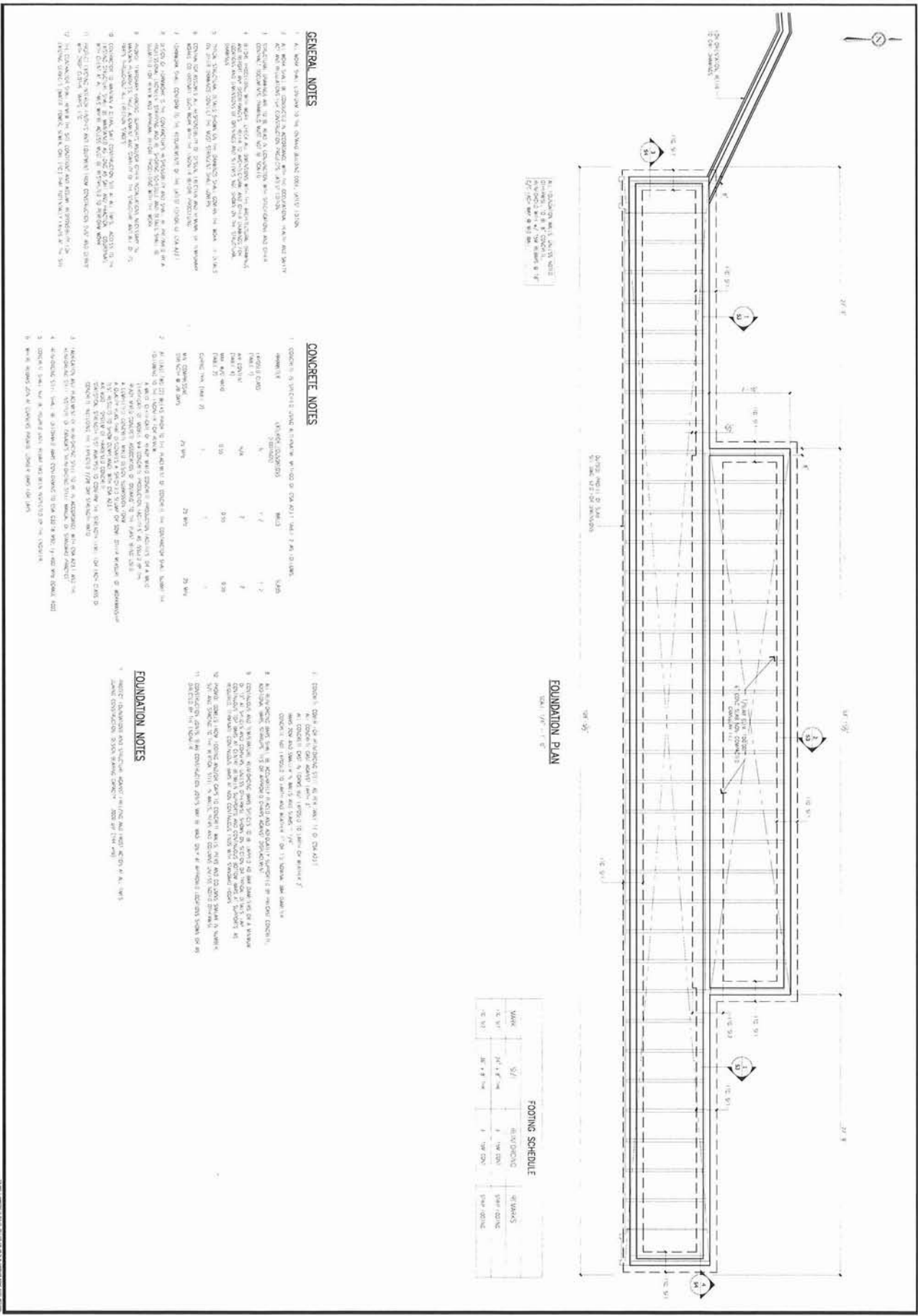
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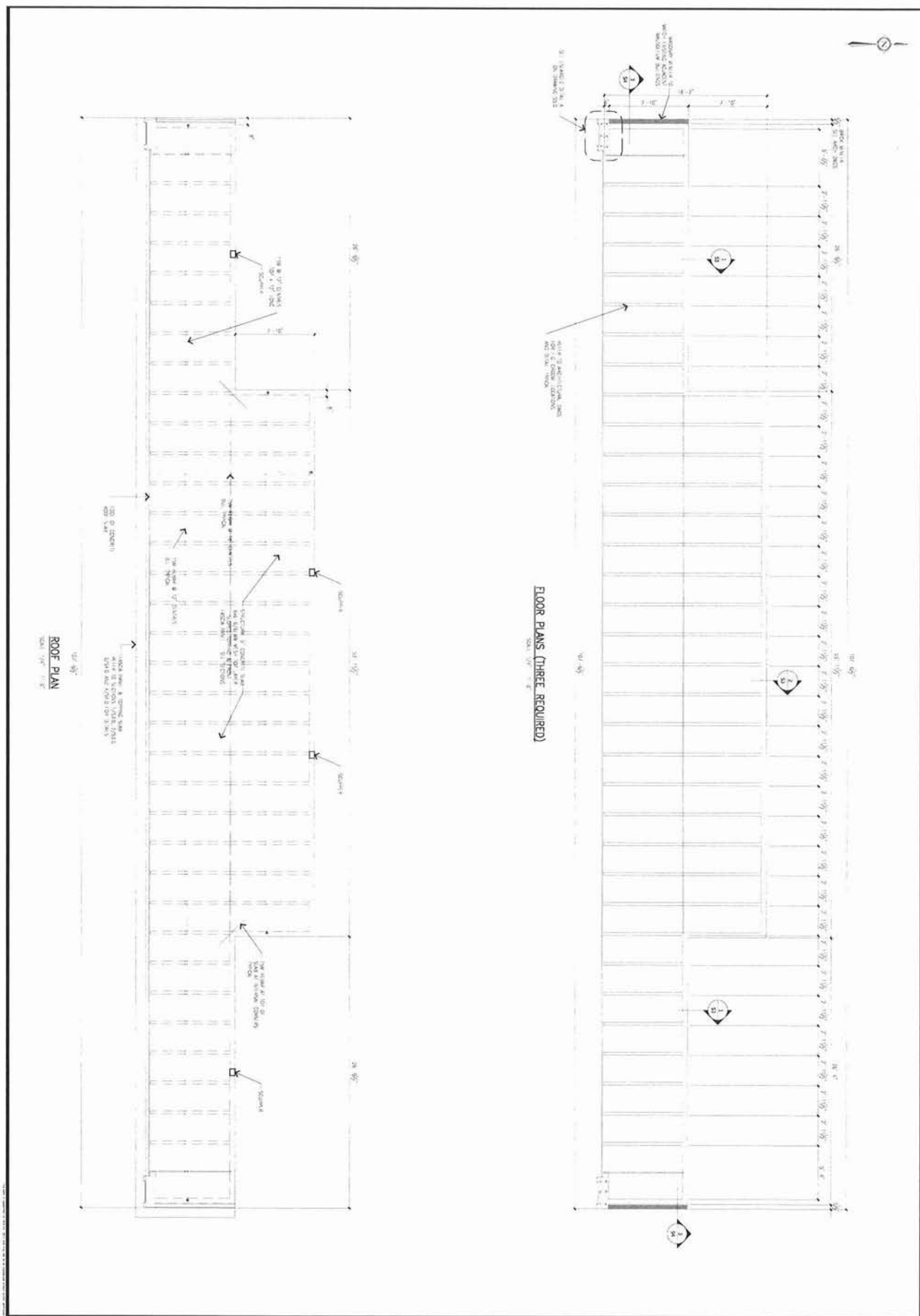
Date:
20 April 2022
Scale:
As Noted

Dwg. Name:
CAST-IN-PLACE FASCIA @ END WALL
ADDENDUM 01

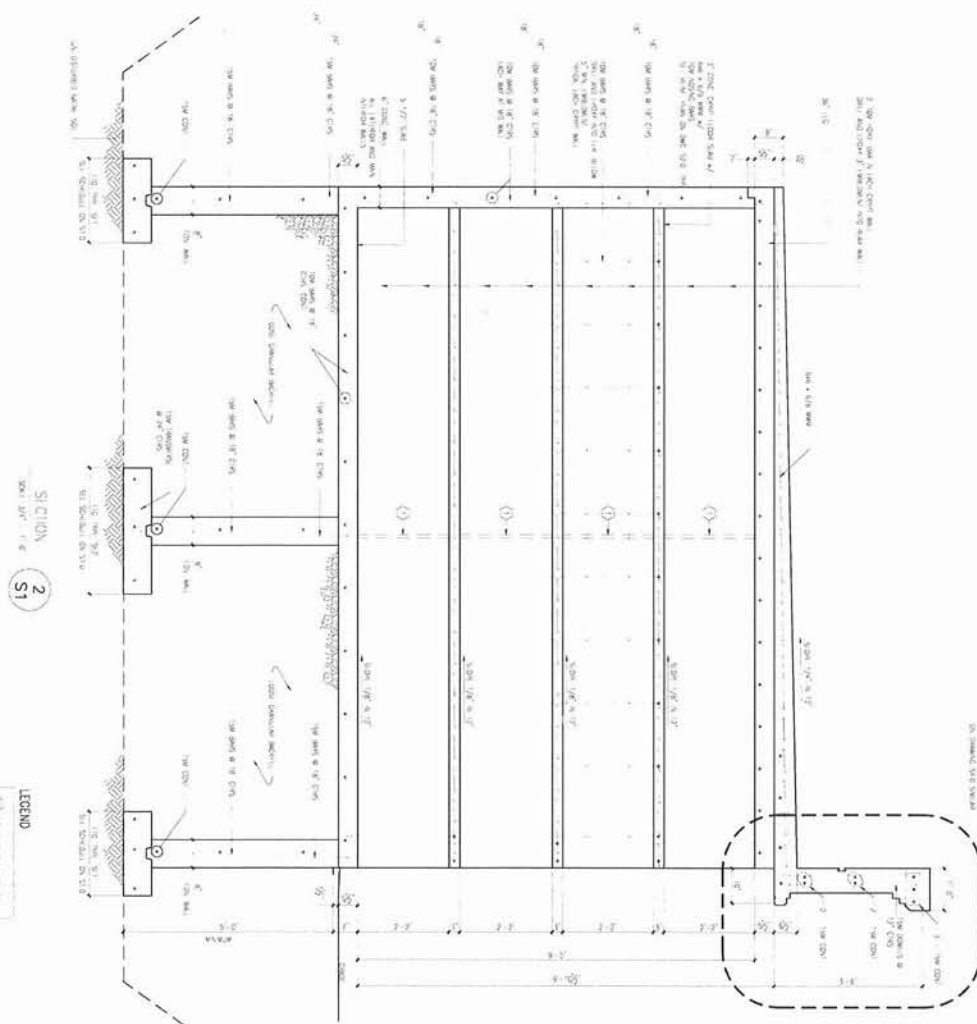
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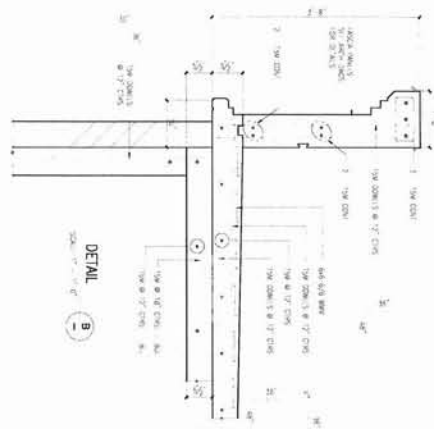




FLOOR AND ROOF PLANS s2.0	As Noted Date: 28 March 2022 Drawn by: JIA Check by: CM	Version: 1 Date: 28 March 2022	Municipal Mausoleum Phase XVI (2022CDE-CS-CM-03-T) 27 Fourth Line East, Sault Ste. Marie, Ontario for the City of Sault Ste. Marie, Ontario		 TULLOCH PROJECT No. 22-0784 71 Black Road, Unit #8 Sault Ste. Marie, ON Tel: (705) 949-1457 - www.TULLOCH.ca
	Drawing Number: 22009	Project:			

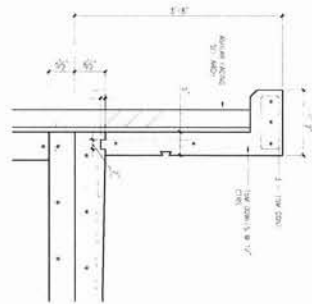


SECTION	DATE As Noted DATE 28 March 2022 DRAWN BY JA CHECKED BY CM	PROJECT Municipal Mausoleum Phase XVI (2022CDE-CS-CM-03-T) 27 Fourth Line East, Sault Ste. Marie, Ontario for the City of Sault Ste. Marie, Ontario	TULLOCH ENGINEERING LTD. Professional Engineer No. 27-0764 71 Black Road, Unit #8 Sault Ste. Marie, ON Tel (705) 949-1457 - www.TULLOCH.ca
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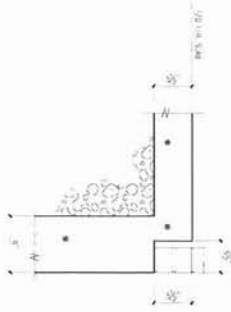
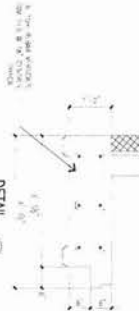


DETAIL
B

DETAIL
C



DETAIL
A



TYPICAL FACE BRICK LEDGE - ELEVATION
1/2\"/>

PART 1 - GENERAL

- 1.1 DESCRIPTION .1 Work Included:
.1 All formwork for cast-in-place concrete including falsework.
.2 Waterstops.
.3 Dovetail anchor slots.
- .2 Related Work:
Section 03 20 00 - Concrete Reinforcing
Section 03 30 00 - Cast-in-Place Concrete
- 1.2 REFERENCES .1 All referenced standards shall be the current edition or edition referenced by the Ontario Building Code in force at the time of building permit application and noted on general notes of structural drawings.
- 1.3 SHOP DRAWINGS .1 Submit shop drawings in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Submit to the Consultant for review before the start of Work, 4 white prints of shop drawings. Leave room on drawings for the stamps of the Consultant and the Structural Engineer. Check and sign before submission. Only 2 copies will be returned to General Contractor.
- .3 Structural design of formwork, falsework and reshoring will not be reviewed by the Consultant.
- 1.4 ARCHITECTURAL CONCRETE .1 Architectural concrete is concrete which will be permanently exposed to view in interior finished areas and on the exterior of the structure. This applies to floors, retaining walls, basement walls and other formed surfaces. Refer to architectural drawings.
- .2 Exposed surfaces shall be dense, even, uniform in colour, texture and distribution of exposed aggregate. Exposed surfaces shall be free from defects such as honeycombing, voids, loss of fines, visible flow lines, cold joints, excessive bug holes, inadequate cover to reinforcement and incorrect tie holes, spacers, reglets, formwork joints or construction joints. Concrete members shall be sharp accurate definitions of corners, reglets, etc. and are free from chips and spalls. Failure to meet any of these requirements shall be cause for rejection at the discretion of the Consultant.
- .3 Final appearance of architectural concrete is as important a factor as the engineering properties of the concrete and failure of the as-cast concrete to meet the required standard of appearance shall be cause for rejection at the discretion of the Consultant.
- .4 Protect exposed surfaces during the construction period from damage, marking, staining and becoming coated with concrete leakage. Unless rejected, repair damage and remove marks and stains to the approval of the Consultant.

1.5 SAMPLES FOR
ARCHITECTURAL CONCRETE

- .1 Submit one sample for each type of the following items to be used for architectural concrete:
 - Formwork
 - Form liner
 - Form tie and tie hole plug
 - Material for sealing joints in formwork and between formwork and concrete.
- .2 Construct mockup field sample wall panels and columns for each type of architectural concrete surface. Include construction joints to be used. Use the same materials and workmanship as will be employed for the actual Work. Include a repaired area for each sample. If a sample does not meet the standard of quality specified for the Work, construct additional samples until the required standard is achieved and accepted. The accepted samples shall be the minimum standard of quality for Work. Do not proceed until the Consultant accepts the samples

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Falsework materials: to CSA S269.1.
- .2 Formwork materials: to CAN/CSA S269.3 and as follows
 - .1 For concrete without special architectural features, use plywood and wood formwork materials to CSA O121 and CAN/CSA O141.
 - .2 For architectural concrete use high density overlay plywood to CSA O121. Not required if concrete is to be sandblasted.
 - .3 Circular forms for architectural concrete and no spiral pattern:
 - Redline Poli-Permaform with poli-liner by Perma Tubes Ltd.
 - Burke Smooth Tube with PVC liner by Aluma International
 - .4 Circular forms when not architectural concrete: spirally wound laminated fibre forms internally treated with release material.
 - .5 Square fibre forms:
 - Sonotube Square Fibre Forms by Sonoco Ltd. with square fibreboard insert locked with polystyrene inside round form
- .3 Form ties:
 - .1 For concrete not designated architectural, use removable or snap ties, fixed or adjustable length, free of devices leaving holes larger than 25mm (1") dia. in concrete surface.
 - .2 For architectural concrete, use galvanized ties complete with temporary plastic cones and permanent light grey concrete plugs recessed 6mm (0.25").
 - .3 Form ties to be metal designed to act as ties and spreaders and having a minimum working strength of 13 kN (3000 pounds).
 - .4 Snap ties to snap cleanly at least 25mm (1") from concrete surface without damage to the concrete.
Cone ties to be internal disconnecting type which snap cleanly at least 38mm (1½") from concrete surface without damage to the concrete.
 - .5 Form liner: High density overlay plywood to CSA O121 or other special materials to achieve the required concrete finish.
 - .6 Form release agent: Chemically active release agents containing compounds that react with free lime in concrete resulting in water-insoluble soaps.
 - .7 Form stripping oil: Colourless mineral oil, free of kerosene, with viscosity between 15 to 24mm²/s (70 and 110 s Saybolt Universal) at 40°C, flashpoint minimum 150°C, open cup.
 - .8 Grooves, reglets and chamfers: White pine selected for straightness and accurately dressed to size.

2.2 ACCESSORIES

- .1 PVC Waterstops:
 - CPD PVC Waterstop by CPD
 - Sealtight PVC Waterstop by W.R. Meadows of Canada

Use 100mm wide in construction joints and 225mm wide with 31mm O.D. centre bulb in expansion joints.
- .2 Bentonite Waterstops:
 - .1 Waterstop RX 101 by CETCO (distributor: DRE Industries)

- .3 Dovetail anchor slots: minimum 0.6 mm thick galvanized steel with insulation filled slots.
- .4 Weep hole tubes: plastic.
- .5 Bentonite Geotextile Waterproofing:
 - .1 Voltex DS by CETCO (distributor: DRE Industries)

PART 3 - EXECUTION

3.1 QUALITY CONTROL

- .1 Quality Control procedures and implementation are the responsibilities of the General Contractor, and submission of a quality control plan for work executed under this section is required.
 - .1 The plan shall include: the names of personnel responsible for execution of the plan.
 - .2 Means and methods for confirming material compliance with specifications, and associated documentation procedures.
 - .3 Program for confirming and documenting compliance of sub-trade qualifications and their individual employees, sub-contractors and engineers.
 - .4 Procedures for reviewing compliance in the field with construction documents including documentation of locations reviewed, photographs taken and timing for review. The contractor's review must be completed prior to review of the consultant.
 - .5 Procedures for rectifying deficiencies noted by the contractor/consultant of independent inspection agencies.

3.2 CONSTRUCTION REVIEW

- .1 Review of construction by Consultant is to ascertain general conformity with contract documents. It does not relieve the Contractor of his contractual responsibilities. The review is based on representative samples of the work and does not relieve the Contractor from carrying out his own quality control and making the work in conformity with the drawings and specifications.
- .2 Construction reviews are undertaken by the Consultant and the Inspection and Testing Agency so that the Owner may be informed in writing as to the quality of the Contractor's performance and for the protection of the Owner. They will be carried out by examination of representative samples of the Work.
- .3 The Contractor will receive copies of the construction review reports and the results of material tests. He will thereby be informed of any defects or deficiencies found.
- .4 Bring to the attention of the Consultant, any defects or deficiencies in the Work, which may occur during construction together with a proposal for remedy. The Consultant will decide what corrective action may be taken and will issue the necessary instructions.

3.3 FABRICATION AND ERECTION

- .1 Conform to CSA A23.1.
- .2 Fabricate and erect falsework in accordance with CSA S269.1. Do not place falsework on frozen ground.
- .3 Fabricate and erect formwork in accordance with CAN/CSA-S269.3 to

- produce finished concrete conforming to shape, dimensions, locations and levels indicated within required tolerances.
- .4 Make formwork tight and flush-faced to prevent leakage and subsequent creation of unspecified fins or panel outlines.
 - .5 Form sides of footings unless otherwise noted on the Structural Drawings.
 - .6 See drawings for any camber required in hardened concrete. Measure cambers relative to member supports.
 - .7 Obtain Consultant's approval for formed openings not indicated on Structural Drawings.
 - .8 Build in anchors, sleeves, and other inserts required to accommodate Work specified in other sections. Assure that all anchors and inserts will not protrude beyond surfaces designated to receive applied finishes, including painting.
 - .9 Clean forms before placing concrete.
 - .10 Provide water stops and keys around temporary openings in basement and retaining walls for shoring rakers or similar purposes.
 - .11 Use internal form ties.
 - .1 Do not permit loads from formwork to be transmitted to adjacent existing structure.
 - .2 Apply a form coating and release agent uniformly to the contact surface of formwork panels before reuse.
 - .12 Construction joints:
 - .1 Provide construction joints where specified or shown on the drawings. Locate and make other joints so as not to impair the required strength of the structure. Joints are subject to the review of the Consultant.
 - .2 Locate construction joints near middle of spans of slabs, beams and girders unless a beam intersects a girder at this point. In that case offset the girder joint by twice the beam width and provide additional shear reinforcement to the acceptance of the Consultant.
 - .3 Slabs on steel deck on composite steel beams: Locate construction joints parallel to purlins at middle of span of slabs and so that joints cross over girders near their supports. Locate construction joints parallel to girders at 1200mm (4'-0") from centerline of girders and so that these girders are not included in the earlier pour.
 - .4 Walls: Provide vertical construction joints in walls at 30m (100 feet) maximum. Provide vertical control joints in walls at 9m (30 feet) maximum.
 - .5 Outside walls: Provide vertical keyed expansion joints in walls at 14.6m (48 feet) maximum. Provide vertical control joints in walls at 4.8m (16 feet) maximum.
 - .6 Slabs: Provide construction joints in slabs at 30m (100 feet) maximum in both directions.
 - .13 Bentonite Waterstops:

- .1 Install bentonite waterstops in all construction joints in exterior walls, basement walls, retaining walls, slabs supporting earth, and other locations shown. Use PVC waterstops at expansion joints.
- .2 Locate bentonite waterstops 75 mm from outside face of concrete to avoid spalling of concrete due to swelling pressure of bentonite.
- .3 Butt strips together. Do not overlap.
- .4 Fasten to concrete at 600 mm maximum.

.14 Architectural Concrete:

- .1 Conform to CSA-A23.1, Clause 8.3. Minimize formwork joints. Locate joints and ties on a repetitive grid with no tie within 300mm (12") of an edge or joint.
- .2 Construct forms and place ties in a uniform pattern as indicated or as directed by the Consultant. Joint pattern not necessarily based on using full size panels or maximum permissible spacing of ties.
- .3 Make panels forming the soffits of exposed slabs and wall faces as large as possible and arrange symmetrically. Arrange joints on exposed beams symmetrically on the span. Make joints in exposed columns level from column to column and consistent with joints in other parts of the structure.
- .4 Locate lowest horizontal form joints for exposed columns 2400mm (8'-0") above finished floor elevation.
- .5 In areas where the Drawings show exposed grooves, reglets or chamfers, arrange for the joints between panels to be hidden by the strips placed in the formwork.
- .6 Neatly seal joints in formwork and between formwork and concrete.
- .7 Place 16 mm (5/8") bevel strips at exposed corners of members to form chamfers unless architectural details show an alternative profile. When beams are supported on columns of the same width, extend chamfer across face of column.
- .8 Use galvanized nails in formwork.
- .9 Seal all lumber in forms prior to use.
- .10 Do not reuse formwork if there is any evidence of surface damage, wear or nail holes, which could impair the visual quality of the concrete surface. Before reuse carefully clean forms and fill nail holes. Inspect all formwork before each reuse to ensure that it remains suitable for reuse.
- .11 Forms may only be reused on identical sections using the original tie holes.

- .15 Dovetail anchor slots: Provide vertical dovetail anchor slots at 600 mm on-center where masonry veneer covers face of concrete.

3.4 FIELD QUALITY CONTROL

- .1 Obtain field review of falsework and reshoring by a professional engineer registered in Ontario prior to each pour. The Consultant will not field review the formwork, falsework or reshoring.

3.5 PITS, CURBS, BASES

- .1 Construct all concrete sumps, pits, trenches, curbs and machinery bases forming part of floor construction that are required within the building by other trades.
- .2 Where subtrades other than the General Contractor perform concrete

work, the General Contractor shall provide oversight for conformance with specified standards.

3.6 MECHANICAL AND
ELECTRICAL WORK

.1

Construct all concrete underground electrical duct banks, underground water service thrust blocks and supports for underground piping in unstable fill. Also construct all concrete pads for pipes passing through foundation walls, manholes and catch basins. See mechanical and electrical drawings and specifications for details and extent of work.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- .1 Work Included:
 - .1 All reinforcement for cast-in-place concrete.
- .2 Related Work:
 - Section 03 10 00 – Concrete Forming
 - Section 03 30 00 – Cast-in-Place Concrete

1.2 REFERENCE

- .1 All referenced standards shall be the current edition or edition referenced by the Ontario Building Code in force at the time of building permit application and noted on general notes of structural drawings.

1.3 SHOP DRAWINGS

- .1 Submit shop drawings including placing of reinforcement in accordance with Section 01 33 00 – Submittal Procedures. This applies to all reinforcement.
- .2 Submit to the Consultant for review before the start of Work, 4 white prints of shop drawings. Leave room on drawings for the stamps of the Consultant and the Structural Engineer. Check and sign before submission. Only 2 copies will be returned to the General Contractor.
- .3 Allow a minimum of 10 working days for review of each submission of shop drawings in the Structural Engineer's office. Shop drawings received after noon will be date-stamped as received the following working day.
- .4 Submit plans, elevations, sections, and bar lists necessary to show reinforcing and to facilitate review and placing. Show location of construction joints and detail reinforcement at joints. Show concrete cover on the diagrams. Draw to scale not smaller than 1:50 (1/4" = 1'-0").
- .5 Indicate on shop drawings, bar bending details, lists, quantities of reinforcement, sizes, spacings, locations of reinforcement and splices with identifying code marks to permit correct placement without reference to Structural Drawings.
- .6 Conform to CSA A23.1 and the Reinforcing Steel Manual of Standard Practice, unless the Contract Documents contain a more stringent requirement, in which case the latter shall govern. Provide accessories as required by the Standard. Conform to ACI, SP 66 Detailing Manual whenever a detail condition is not covered by any of the above but is covered by the ACI Manual.

- .7 Design and detail lap lengths and bar development lengths to CSA A23.3, unless otherwise indicated. Provide standard hooks at ends of hooked bars.
- .8 Do not release for fabrication reinforcing bars whose lengths may be affected by field conditions, such as the final elevation of footings, until the governing field dimensions have been ascertained.
- .9 Review of shop drawings by the Consultant is on a sampling basis for general conformity with contract documents. It is not a detailed check and must not be construed as relieving the Contractor of responsibility for making the work accurate and in conformity with the Contract Documents.
- .10 Design for which the Contractor is responsible under the contract will not be reviewed. Work done prior to the receipt of the reviewed shop drawings will be at the risk of the Contractor. Review comments are not authorization for changes to the contract price.
- .11 After review, drawings will be returned to the Contractor stamped to show one of the following:
Reviewed – Released for fabrication.
Noted – Released for fabrication after revisions noted are made.
Submit revised drawings for Consultant's records.
Resubmit – Correct and resubmit for review.
Conform to the requirements of each authority that has reviewed the drawings.
- .13 Keep on site at all times a set of reviewed shop drawings and use only these drawings and the Structural Drawings to place reinforcing steel. Neatly mark on the Structural Drawings changes issued during the course of construction.

1.4 TOLERANCE

- .1 Conform to CSA A23.1

1.5 SUBSTITUTES

- .1 Substitute different size bars only if permitted in writing by the Consultant.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Reinforcing steel: billet steel, grade 400R, deformed bars to CSA G30.18, unless otherwise indicated.
- .2 Welded reinforcing steel: weldable steel, grade 400W, deformed bars to CSA G30.18. Required only where welding is indicated.
- .3 Cold-drawn annealed steel wire ties: to ASTM A82
- .4 Welded wire fabric: to ASTM A185. Provide in flat sheets only.

- .5 Bar supports and side form spacers: to CSA-A23.1. For exposed concrete surfaces and for floor and roof slabs with directly applied ceiling finish: use either plastic bar supports or plastic tipped bar supports for at least the bottom 25mm; use plastic side form spacers; and use plastic colour to match concrete.

2.2 FABRICATION

- .1 Fabricate reinforcing steel in accordance with CSA-A23.1g and Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada.
- .2 Obtain Consultant's approval for locations of reinforcement splices other than shown on placing drawings.
- .3 Where indicated, weld reinforcement in accordance with CSA W186. Use weldable reinforcing steel.
- .4 Ship bundles of bar reinforcement, clearly identified in accordance with bar lists.

PART 3 - EXECUTION

3.1 QUALITY CONTROL

- .1 Quality control procedures and implementation are the responsibilities of the General Contractor, and submission of a quality control plan for work executed under this section is required.
 - .1 The plan shall include: the names of personnel responsible for execution of the plan.
 - .2 Means and methods for confirming material compliance with specifications, and associated documentation procedures.
 - .2 Program for confirming and documenting compliance of sub-trade qualifications and their individual employees, sub-contractors and engineers.
 - .3 Procedures for reviewing compliance in the field with construction documents including documentation of locations reviewed, photographs taken and timing for review. The contractor's review must be completed prior to review of the Consultant.
 - .4 Procedures for rectifying deficiencies noted by the contractor/consultant of independent inspection agencies.

3.2 FIELD BENDING

- .1 Do not field bend reinforcement except where indicated or authorized by the Consultant.
- .2 When field bending is authorized, bend without heat, applying a slow and steady pressure. Replace bars which develop cracks or splits.

3.3 FIELD WELDING

- .1 Do not field weld reinforcement except where indicated or authorized by the Consultant.

- .2 Conform to CSA A23.1 and CSA W186.

3.4 REVIEW OF CONSTRUCTION .1

Provide written notification to the Consultant and Independent Inspection and Testing Agency at least 24 hours prior to intended concrete pour to allow for a reinforcing placement review.

- .2 Review of construction by Consultant and Independent Inspection and Testing Agency is to ascertain general conformity with contract documents. It does not relieve the Contractor of his contractual responsibilities. The review is based on representative samples of the work and does not relieve the Contractor from carrying out his own quality control and making the work in conformity with the drawings and specifications.
- .3 The Contractor will receive copies of the construction review reports and the results of material tests. He will thereby be informed of any defects or deficiencies found.
- .4 Bring to the attention of the Consultant, any defects or deficiencies in the Work, which may occur during construction together with a proposal for remedy. The Consultant will decide what corrective action may be taken and will issue the necessary instructions.

3.5 PITS, CURBS, BASES

- .1 Not used.

3.6 MECHANICAL AND ELECTRICAL WORK

- .1 Not used.

PART 1 – GENERAL

1.1 RELATED
SECTIONS

- .1 05 12 00 Structural Steel for Buildings.

1.2 MEASUREMENT
PROCEDURES

- .1 Cast-in-place concrete will not be measured but will be paid for as a fixed price item.
- .2 Supply and installation of anchor bolts, nuts and washers and bolt grouting will not be measured but considered incidental to work.

1.3 REFERENCES

- .1 American Society for Testing and Materials International (ASTM)
- .1 ASTM C 260-01, Standard Specification for Air-Entraining Admixtures for Concrete.
- .2 ASTM C 309-03, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- .3 ASTM C 330-04, Standard Specification for Lightweight Aggregates for Structural Concrete.
- .4 ASTM C 494/C 494M-05, Standard Specification for Chemical Admixtures for Concrete.
- .5 ASTM C 1017/C 1017M-03, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
- .6 ASTM D 412-98a (2002) e1, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
- .7 ASTM D 624-00e1, Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomer.
- .8 ASTM D 1751-04, Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- .9 ASTM D 1752-04a, Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
- .2 Canadian General Standards Board (CGSB)
- .1 CAN/CGSB-37.2-M88, Emulsified Asphalt, Mineral Colloid-Type, Unfilled, for Dampproofing and Waterproofing and for Roof Coatings.
- .2 CAN/CGSB-51.34-M86 (R1988), Vapour Barrier, Polyethylene Sheet for Use in Building Construction.
- .3 Canadian Standards Association (CSA International)
- .1 CSA-A23.1/A23.2, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
- .2 CSA A283, Qualification Code for Concrete Testing Laboratories.
- .3 CAN/CSA-A3000, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).
- .1 CSA-A3001, Cementitious Materials for Use in Concrete.

1.4 ACRONYMS AND
TYPES

- .1 Cement: hydraulic cement or blended hydraulic cement (XXb - where b denotes blended).
- .1 Type GU or GUb - General use cement.
- .2 Type MS or MSb - Moderate sulphate-resistant cement.
- .3 Type MH or MHb - Moderate heat of hydration cement.
- .4 Type HE or Heb - High early-strength cement.
- .5 Type LH or LHb - Low heat of hydration cement.
- .6 Type HS or HSb - High sulphate-resistant cement.
- .2 Fly ash:
 - .1 Type F - with CaO content less than 8%.
 - .2 Type CI - with CaO content ranging from 8 to 20%.
 - .3 Type CH - with CaO greater than 20%.
- .3 GGBFS - Ground, granulated blast-furnace slag.

1.5 DESIGN
REQUIREMENTS

- .1 Alternative 1 - Performance in accordance with CSA-A23.1/A23.2 and as described in MIXES of PART 2 - PRODUCTS.

1.6 SUBMITTALS

- .1 Submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit WHMIS MSDS - Material Safety Data Sheets.
- .3 At least 2 weeks prior to beginning Work, submit to Consultant certification that plant, equipment, and materials to be used in concrete comply with requirements of CSA-A23.1.
- .4 At least 2 weeks prior to starting concrete work, submit all concrete mix designs, including pump mixes and indicate where each concrete mix is to be used. Where Class C1, C2 or F1 mix designs are required submit test data to confirm that air-void system conforms to CSA A23.1 for each mix design.
- .5 Minimum submission requirements for each concrete mix design shall include; CSA exposure class, minimum specified compressive strength at 28 days, maximum aggregate size, maximum water/cement ratio, assumed method of concrete placement, slump range, percentage and type of supplementary cementing materials, admixtures, certificate of compatibility of admixtures (unless all admixtures are supplied by same supplier), architectural requirements.
- .6 Concrete hauling time: submit for review by Consultant deviations exceeding maximum allowable time of 120 minutes for concrete to be delivered to site of Work and discharged after batching.

1.7 QUALITY
ASSURANCE

- .1 Quality Assurance: in accordance with Section 01 45 00 - Quality Control and General Requirements.

Municipal Mausoleum Phase XVI

(2022CDE-CS-CM-03-T)

27 Fourth Line East, Sault Ste. Marie, Ontario

Section 03 30 00

CAST-IN-PLACE CONCRETE

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**1.8 DELIVERY,
STORAGE AND
HANDLING**

- .2 Submit Consultant minimum 2 weeks prior to starting concrete work, valid and recognized certificate from plant delivering concrete.
- .1 When plant does not hold valid certification, provide test data and certification by qualified independent inspection and testing laboratory that materials used in concrete mixture will meet specified requirements.
- .3 Minimum 2 weeks prior to starting concrete work, submit proposed quality control procedures for review Consultant on following items:
 - .1 Falsework erection.
 - .2 Hot weather concrete.
 - .3 Cold weather concrete.
 - .4 Curing.
 - .5 Finishes.
 - .6 Formwork removal.
 - .7 Joints.
- .4 Quality Control Plan: submit written report, as described in PART 3 - VERIFICATION, to Consultant verifying compliance that concrete in place meets performance requirements of concrete as established in PART 2 - PRODUCTS.
- .1 Concrete hauling time: maximum allowable time for concrete to be delivered to site of Work and discharged not to exceed 120 minutes after batching.
- .1 Modifications to maximum time limit must be agreed to Consultant and concrete producer as described in CSA A23.1/A23.2.
- .2 Deviations to be submitted for review by Consultant.
- .2 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.
- .3 Waste Management and Disposal:
 - .1 Separate waste materials for reuse or recycling.
 - .2 Divert unused concrete materials from landfill to local facility approved by Consultant.
 - .3 Provide an appropriate area on the job site where concrete trucks can be safely washed. Comply with Airport requirements.
 - .4 Divert unused admixtures and additive materials (pigments, fibres) from landfill to official hazardous material collections site as approved by the Consultant.
 - .5 Unused admixtures and additive materials must not be disposed of into sewer systems, into lakes, streams, onto ground or in other location where it will pose health or environmental hazard.
 - .6 Prevent admixtures and additive materials from entering drinking water supplies or streams. Using appropriate safety precautions, collect liquid or solidify liquid with inert, noncombustible material and remove for disposal. Dispose of waste in accordance with applicable local, Provincial and National regulations.

PART 2 - PRODUCTS

2.1 SUSTAINABLE
REQUIREMENTS

- .1 Materials and resources shall be selected to be as sustainable as possible for use indicated.

2.2 MATERIALS

- .1 Cement: to CAN/CSA-A3001, Type GU.
- .2 Blended hydraulic cement: Type GU to CAN/CSA-A3001.
- .3 Supplementary cementing materials: with minimum 20% Type F fly ash replacement, by mass of total cementitious materials to CAN/CSA-A3001.
- .4 Water: to CSA-A23.1.
- .5 Aggregates: to CAN/CSA-A23.1/A23.2. Do not use recycled concrete in aggregate.
- .6 Admixtures:
 - .1 Air entraining admixture: to ASTM C 260.
 - .2 Chemical admixture: to ASTM C 494. Consultant to approve accelerating or set retarding admixtures during cold and hot weather placing.
- .7 Shrinkage compensating grout: premixed compound consisting of non-metallic aggregate, Portland cement, water reducing and plasticizing agents to CSA-A23.1/A23.2.
 - .1 Compressive strength: 40 MPa at 28 days.
- .8 Non premixed dry pack grout: composition of non metallic aggregate Portland cement with sufficient water for mixture to retain its shape when made into ball by hand and capable of developing compressive strength of 30 MPa at 28 days.
- .9 Curing compound: to CSA-A23.1/A23.2 white, Type 1-chlorinated rubber.
- .10 Premoulded joint fillers:
 - .1 Bituminous impregnated fiber board: to ASTM D 1751.
 - .2 Sponge rubber: to ASTM D 1752, Type I, firm grade.
- .11 Weep hole tubes: plastic.
- .12 Dampproof membrane:
 - .1 Polyethylene membrane:
 - .1 Plain: 15 mil thick polyethylene film.
 - .2 Membrane adhesive: as recommended by membrane manufacturer.

2.3 MIXES

- .1 Alternative 1 - Performance Method for specifying concrete: to meet

- Consultant performance criteria in accordance with CAN/CSA-A23.1/A23.2.
- .1 Ensure concrete supplier meets performance criteria as established below and provide verification of compliance as described in PART 3 - VERIFICATION.
- .2 Provide concrete mix to meet following hard state requirements:
 - .1 Durability and class of exposure: C-1 and as indicated on drawings.
 - .2 Minimum compressive strength at 28 days age: 32 MPa and as indicated.
- .3 Provide quality management plan to ensure verification of concrete quality to specified performance.
- .4 Concrete supplier's certification.

PART 3 - EXECUTION

3.1 PREPARATION

- .1 Obtain Consultant's approval before placing concrete.
- .1 Provide 48hours notice prior to placing of concrete.
- .2 Place concrete reinforcing in accordance with CSA A23 and pre-agreed placing procedures.
- .3 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitates placing with minimum of re-handling, and without damage to existing structure or Work.
- .4 Pumping of concrete is permitted only after approval of equipment and mix.
- .5 Ensure reinforcement and inserts are not disturbed during concrete placement.
- .6 Prior to placing of concrete obtain Consultant's approval of proposed method for protection of concrete during placing and curing [in adverse weather.
- .7 Protect previous Work from staining.
- .8 Clean and remove stains prior to application for concrete finishes.
- .9 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature and test samples taken.
- .10 In locations where new concrete is dowelled to existing work, drill holes in existing concrete.
- .1 Place steel dowels of deformed steel reinforcing bars and pack solidly with epoxy grout specified to anchor and hold dowels in positions as indicated.

3.2 CONSTRUCTION

- .1 Do cast-in-place concrete work in accordance with CSA-A23.1/A23.2.
- .2 Sleeves and inserts:
 - .1 Do not permit penetrations, sleeves, ducts, pipes or other openings to pass through joists, beams, column capitals or columns, except where indicated or approved Consultant.
 - .2 Sleeves and openings greater than 100 x 100 mm not indicated, must be reviewed by Consultant.
 - .3 Do not eliminate or displace reinforcement to accommodate hardware. If inserts cannot be located as specified, obtain approval of modifications Consultant before placing of concrete.
 - .4 Check locations and sizes of sleeves and openings shown on drawings.
- .3 Anchor bolts:
 - .1 Set anchor bolts to templates under supervision of appropriate trade prior to placing concrete.
 - .2 With approval of Consultant grout anchor bolts in preformed holes or holes drilled after concrete has set. Formed holes to be minimum 100 mm diameter. Drilled holes to be minimum 25 mm or larger in diameter than bolts used to manufacturers' recommendations.
 - .3 Protect anchor bolt holes from water accumulations, snow and ice build-ups.
 - .4 Set bolts and fill holes with epoxy grout.
- .4 Drainage holes and weep holes:
 - .1 Form weep holes and drainage holes in accordance with general conditions and details on drawings.
 - .2 Install weep hole tubes and drains as indicated.
- .5 Dovetail anchor slots: in accordance with Section 04 00 00 Masonry.
 - .1 Install continuous vertical anchor slot to forms where masonry abuts concrete wall or columns.
 - .2 Install continuous vertical anchor slots at 800 mm on centre where concrete walls are masonry faced.
- .6 Grout under base plates using procedures in accordance with manufacturer's recommendations which result in 100 % contact over grouted area.
- .7 Finishing and curing:
 - .1 Finish concrete in accordance with CSA-A23.1/A23.2.
 - .2 Use curing compounds compatible with applied finish on concrete surfaces. Provide written declaration that compounds used are compatible.
 - .3 Rub exposed sharp edges of concrete with carborundum to produce 3 mm radius edges unless otherwise indicated.
- .8 Joint fillers:
 - .1 Furnish filler for each joint in single piece for depth and width required for joint, unless otherwise authorized Consultant.
 - .2 When more than one piece is required for joint, fasten abutting ends and hold securely to shape by stapling or other positive fastening.
 - .3 Locate and form joints as indicated.
 - .4 Install joint filler.
 - .5 Use 12 mm thick joint filler to separate slabs-on-grade from vertical

surfaces and extend joint filler from bottom of slab to finished slab surface unless indicated otherwise.

- .9 Dampproof membrane:
- .1 Install dampproof membrane under concrete slabs-on-grade inside building.
- .2 Lap dampproof membrane minimum 150 mm at joints and seal.
- .3 Seal punctures in dampproof membrane before placing concrete.
- .4 Use patching material at least 150 mm larger than puncture and seal.

**3.3 SURFACE
TOLERANCE**

- .1 Concrete tolerance in accordance with CSA-A23.1/A23.2 straightedge method to tolerance schedule as required for floor finishes.

**3.4 FIELD QUALITY
CONTROL**

- .1 Site tests: conduct following test in accordance with Section 01 45 00 - Quality Control and CSA A23 and submit report as described in PART 1 - SUBMITTALS.
- .2 Inspection and testing of concrete and concrete materials will be carried out by testing laboratory designated by Consultant for review in accordance with CSA-A23.1/A23.2.
- .1 Ensure testing laboratory is certified in accordance with CSA A283.
- .3 Ensure test results are distributed for discussion at pre-pouring concrete meeting between testing laboratory and Consultant.
- .4 Owner will pay for costs of tests.
- .5 Consultant will require additional test cylinders during cold weather concreting. Cure cylinders on job site under same conditions as concrete which they represent.
- .6 Inspection or testing by Consultant will not augment or replace Contractor quality control nor relieve Contractor of his contractual responsibility.

TITLE

Addendum 02

DATE

27 April, 2022

PART 1 - GENERAL

- .1 Insert this Addendum in Section 00 90 00 of the Specifications
- .2 This Addendum has been issued prior to tender closing to provide revisions/clarifications to the Contract Documents. Such revisions shall become part of the Contract Documents and shall change the original contract documents only in the manner and extent stated.
- .3 Should the instructions provided herein conflict with the requirements included in the previously issued contract documents or Addendum, these instructions shall supersede. Exception: *Text in italics is only intended for clarification.*
- .4 No consideration will be allowed for extras due to the tenderer or any sub-contractor, supplier or the like, not being familiar with this Addendum.
- .5 Bidders shall acknowledge receipt of this Addendum in the space provided in the Tender Form.

PART 2 – CONTRACT DOCUMENTS

2.1 Volume 1 Drawings

- .1 **Add** new Drawings appended to this addendum:
 - .1 APO1.0 – Alternate Price Option 01
 - .2 A5.0 – Retaining Wall Plan, Section & Details
- .2 Refer to drawing C1.00 – Proposed Site & Grading Plan:
 - .1 **Add** Grading & extend drainage swale at the back of retaining wall to match existing elevations at west limit falling to east, drainage swale to be extended 5m further west with initial elevation of 247.50 per the attached sketch ADD-02 C1. *Ensure positive drainage from the back of retaining wall to the new swale*

2.2 Volume 2 Specifications

- .1 **Add** new Specification Sections appended to this addendum:
 - .1 Specification Section 00 41 13b – Tender Form – Appendix B Separate and Alternate Prices
 - .2 Specification Section 01 23 10 – Separate and Alternate Prices
 - .3 Specification Section 03 40 00 – Precast Concrete Crypts

PART 3 – QUERIES and RESPONSES

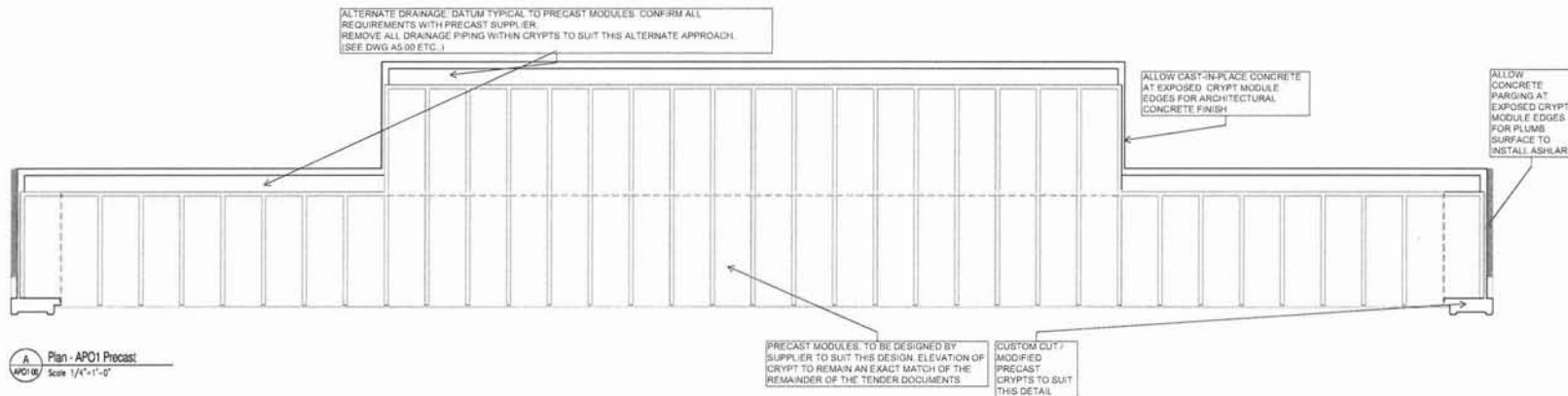
3.1 None

- .1

PART 4 - ATTACHMENTS

<u>Reference Number</u>	<u>Name/Description</u>	<u>Size</u>	<u>Pages</u>
1	APO1.00 – Alternate Price Option 1	24 x 36	1
2	AS1.10 – Retaining Wall Plan, Sections & Details	24 x 36	1
3	ADD-02 C1 – part C1.00 Proposed Site & Grading Plan	8.5 x 11	1
4	Specification Section 00 41 13b – Tender Form – Appendix B Separate and Alternate Prices	8.5 x 11	1
5	Specification Section 01 23 10 – Separate and Alternate Prices	8.5 x 11	3
6	Specification Section 03411 – Structural Precast Modular Concrete Crypt System	8.5 x 11	6

END OF SECTION

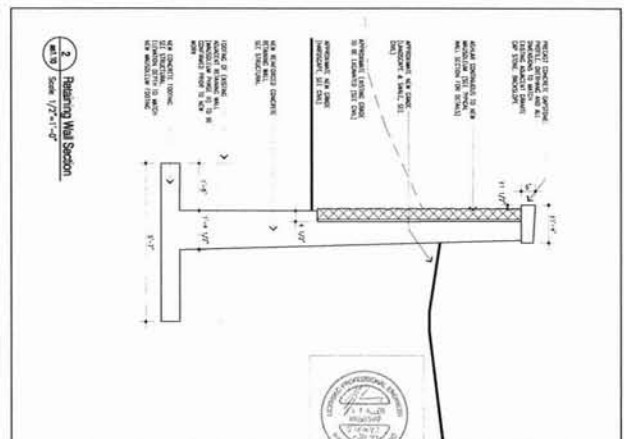
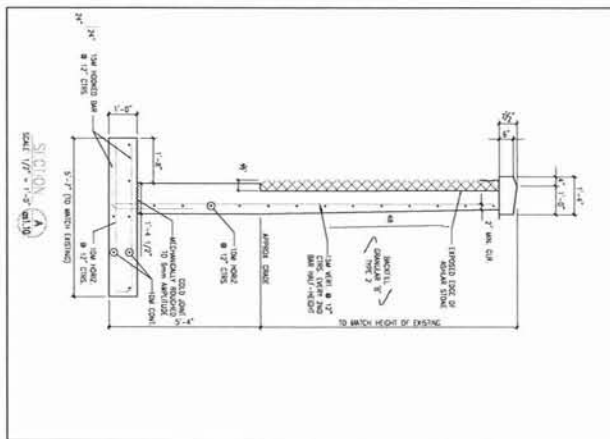
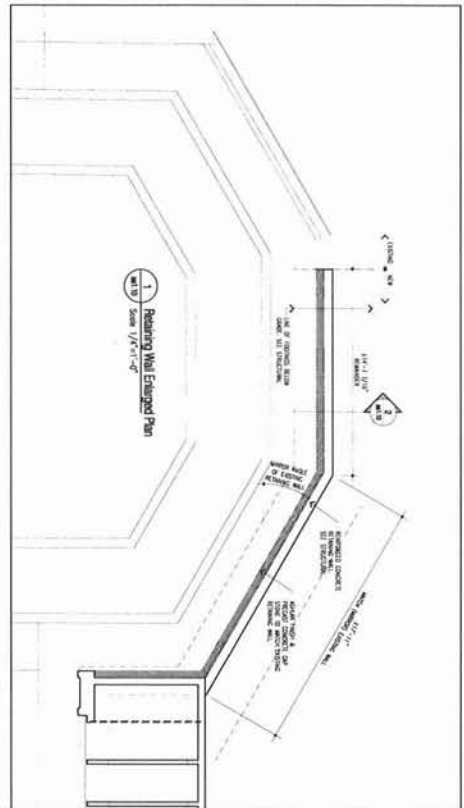
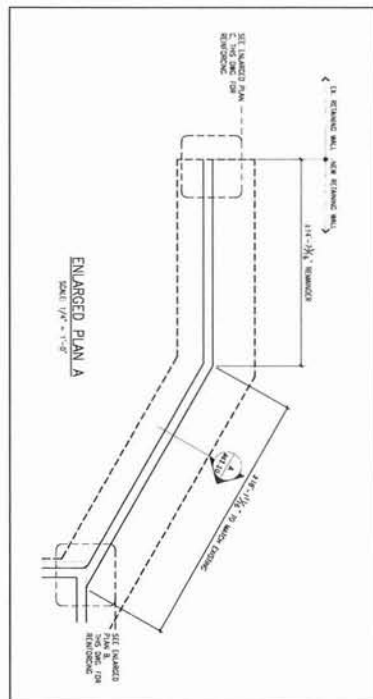
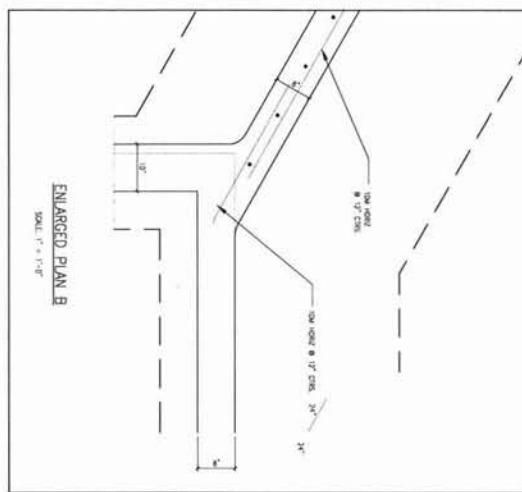
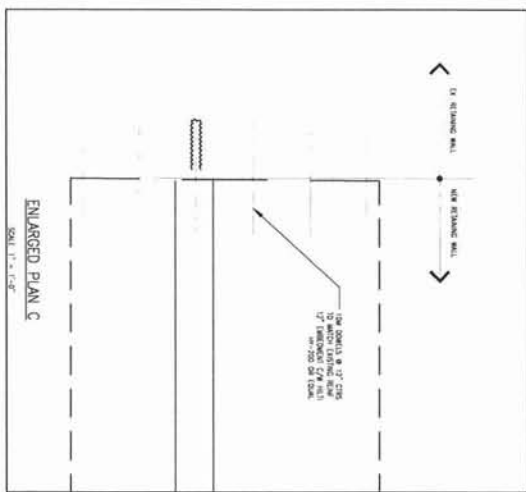


CARRY \$10,000 ALLOWANCE FOR STRUCTURAL RE-DESIGN BY CONSULTANT TEAM (ISSUED FOR CONSTRUCTION DRAWINGS)

ALTERNATE DRAINAGE DATUM TYPICAL TO PRECAST MODULES. CONFIRM ALL REQUIREMENTS WITH PRECAST SUPPLIER. REMOVE ALL DRAINAGE PIPING WITHIN CRYPTS TO SUIT THIS ALTERNATE APPROACH. (SEE DWG A5.00 ETC.)

NO REVISIONS PERMITTED TO THE ELEVATIONS

A
a5.00
Section - APO1 Precast
Scale 1/4"=1'-0"



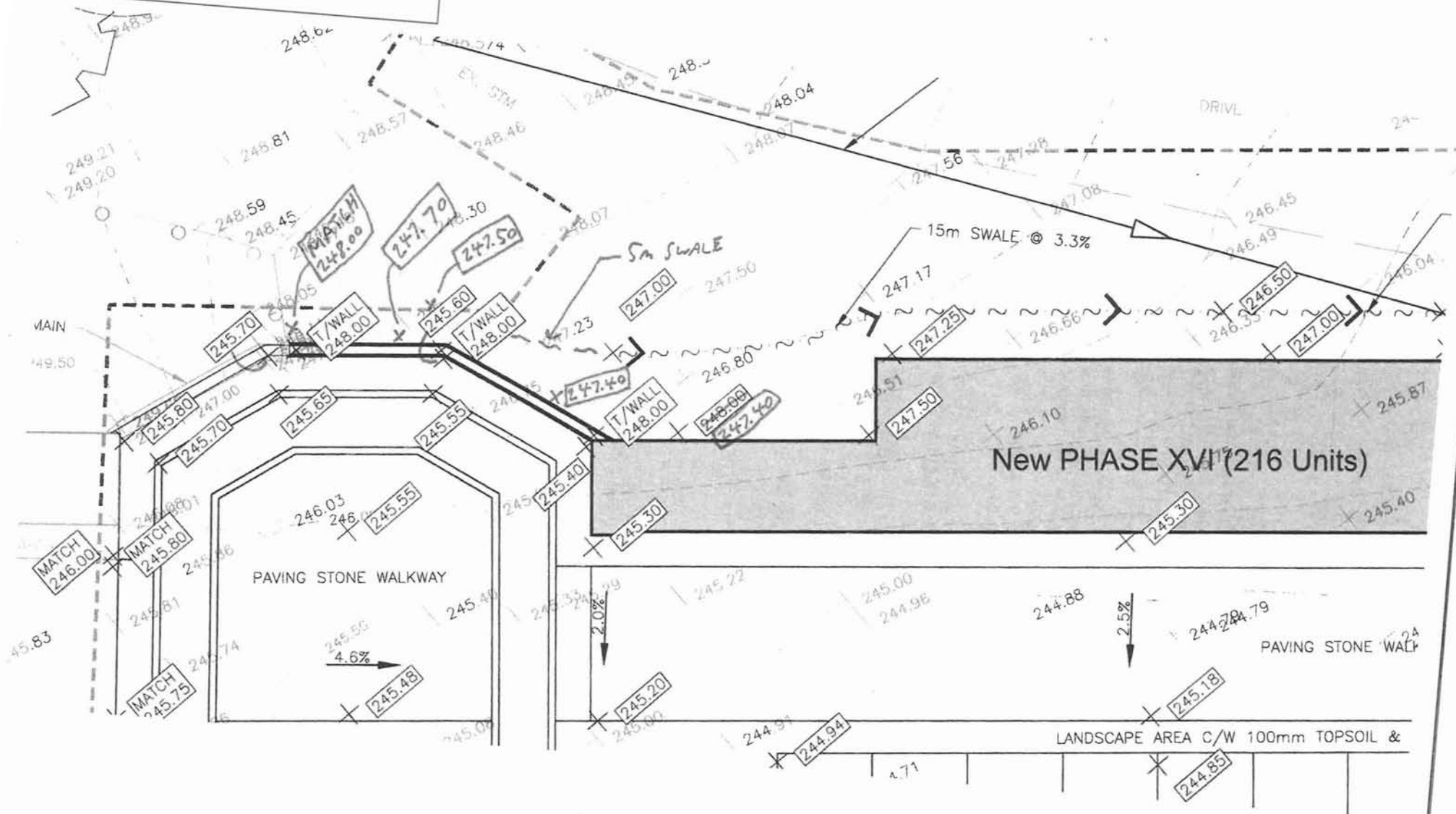
Retaining Wall Plan Sections & Details as1.10 22009	DATE	27 April 2022
	DESIGNED BY	CB, JA
	DRAWN BY	J DeFetice
	CHECKED BY	C Mann

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario
for the City of Sault Ste. Marie, Ontario



IDEA
INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE
421 Bay Street, Suite 507, Sault Ste. Marie, Ont. Ca.
Tel: (705) 945-5291 - Email: info@integrateddesign.ca

ADD-02 C1
part C1.00



Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Section 00 41 13b
TENDER FORM - APPENDIX B
SEPARATE AND ALTERNATE PRICES
Page 1 of 1

Project Name:

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractor's Name)

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Alternate Price No. 1

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Alternate Price Option No. 1
Structural Precast Modular Concrete Crypt System

The Contractor **shall** provide an alternate price in the form of an amount to be **added (or deducted)** to the Stipulated Sum Tendered amount should the Owner decide to revise this scope in the contract.

Add (or Deduct)

_____ (\$_____.)

to / (from) the Tender Price (H.S.T. not included)
(\$10,000 Cash Allowance included – IFC Drawings)

Add (or Deduct)

_____ weeks

to / (from) the Tender Schedule

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- .1 Product Installation Alternatives to Agreement to the Work
- .2 Incorporation of Accepted Alternatives into Agreement

1.2 RELATED SECTIONS

- .1 Section 01 1 00 – Instructions to Bidders
- .2 Section 01 41 13 - Tender Form Appendix B

1.3 REQUIREMENTS

- .1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve the Work stipulated under each item listed.
- .2 Coordinate affected related Work and modify surrounding Work to integrate the Work under each item listed.
- .3 Unless otherwise noted, all prices shall include all labour, material, delivery, equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit and shall exclude Harmonized Sales Tax.
- .4 All prices submitted take into consideration and allow for changes and adjustments in other work as may be necessary to provide a finished and functional result, unless specifically indicated otherwise.
- .5 Should the acceptance, by the Owner, of any Separate or Alternate Prices necessitate the use of an alternate subcontractor for work of a particular section, list such subcontractors below applicable prices indicated in the tender form. If no subcontractor is indicated, the subcontractors indicated in the tender form appendix form shall be used.

1.4 AWARD/SELECTION OF
ALTERNATE AND SEPARATE
PRICES

- .1 Indicate variation of Bid Price for Alternatives described below and listed in Tender Form. Note that this form requests a 'difference' in Price by **adding to** or **deducting from** the base bid price.
- .2 In accordance with CCDC Document No. 23 "A Guide to Calling Bids and Awarding Contracts", the low Tender shall be determined on basis of lowest Tender in accordance with Contract Documents on which Project is to be actually constructed, including those separate and alternate price options for which prices are mandatory, and which are to be incorporated in the Work.

1.5 DEFINITIONS

- .1 **Separate Prices** – Are prices for additional work that is to be added to the contract, in addition to the base contract work. Unless specifically stated, all separate prices are in addition to the base tender amount.
 - .1 All prices shall include all labour, material, delivery,

equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit but shall exclude Harmonized Sales Tax

- .2 **Alternate Prices** – Are prices for work that is to be provided in lieu of work that is currently specified or detailed in the tender documents. As this work is in lieu of work currently specified this work may be in addition to or a reduction from the base tender amount. As such this amount must be identified on the tender form as indicated.

.1 All prices shall include all labour, material, delivery, equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit but shall exclude Harmonized Sales Tax

- .3 **Unit Prices** – Unit Prices are required to be provided in Appendix C of the Tender Forms. The scope of the base contract work is defined in the contract documents. These Unit prices will be utilized for any additional or reduction in the scope of work as defined in the contract documents. Prices variance for add and deduct may not exceed ten (10) percent between each other. Refer to Tender Form Appendix C and provide pricing as required for all items listed

1.6 SEPERATE PRICES

- .1 None.

1.7 ALTERNATE PRICE OPTIONS .1

Alternate Price Option No. 1 (APO1) – Structural Precast Modular Concrete Crypt System

Provide an alternate price & schedule in the form of an amount to be **added (or deducted)** from the Stipulated Price Tender Amount should the Owner wish to revise Crypt design from cast-in-place to pre-cast concrete (Supplier: Tribute Precast Systems or equal)

Alternate Price No.1 is further defined on drawing APO1.00 – Alternate Price Option 1 and Specification Section 03411 – Structural Precast Modular Concrete Crypt System.

In general, the scope of work includes: Precast Crypts incorporated into the Design, with an alternate Venting strategy as identified by the APO Drawing and Specification, Pricing shall account for all associated revisions to the work, and shall include an Allowance of \$10,000 for the Structural Design Consultant Team to create Issued for Construction Drawings.

The work is also noted as Alternate Price #1, or Alternate Price No. 1, APO1 and / or the like.

1.8 UNIT PRICES

- .1 Refer to Tender Form Appendix C and provide pricing as required for all items listed.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

END OF SECTION

**SECTION 03411
STRUCTURAL PRECAST MODULAR CONCRETE CRYPT SYSTEM**

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

SUMMARY

Structural precast concrete crypt system includes the following:

Precast Concrete Crypt Units:

Type Of Modular Units:

- Single Width Crypt
- Double Width Crypt
- Triple Width Crypt
- Couch Crypt – Single Depth
- Couch Crypt – Double Depth
- Companion Crypt

Precast Concrete Crypt Components:

- Shelves
- Radius Shelves
- Sectional Wall
- Back Closures
- Radius Backs

Optional Components:

- Crypt Seal Plate: Ribbed Polystyrene Plate
- Insect Screens: 4 per crypt opening

RELATED WORK

Cast-In-Place-Concrete:

Specified in Division 3.

Granite/Marble Crypt Fronts:

Specified in Division 4.

Joint Sealant:

Specified in Division 7.

SUBMITTALS

Product Data:

Submit manufacturer's specifications, design calculations and installation instructions for manufactured materials and products. Include manufacturer's certifications and laboratory test reports as required.

VAULTS

CRYPTS

NICHES

LAWN CRYPTS

SEPTIC/ACCESSORIES

Shop Drawings:

Submit shop drawings showing complete information for fabrication and installation of precast concrete units. Indicate member dimensions and cross section; location, size and type of reinforcement, including special reinforcement and lifting devices necessary for handling and erection.

1. Indicate layout, dimensions, and identification of each precast unit corresponding to sequence and procedure of installation. Detail inserts, crypt front anchor locations, shims, connections, and joints, including accessories and construction at openings in precast units.

QUALITY ASSURANCE**Codes And Standards:**

Comply with provisions of following codes, specifications and standards, except as otherwise indicated:

ACI 301 "Specifications For Structural Concrete For Buildings". ACI 318 "Building Code Requirements For Reinforced Concrete".
Concrete Reinforcing Steel Institute, "Manual For Standard Practice".

Pre-Stressed Concrete Institute MNL 116, "Manual For Quality Control For Plants And Production OF Precast Concrete Products".

Structural design shall be the full responsibility of the precast concrete crypt manufacturer and supplier. All precast concrete crypt units shall be designed to adequately withstand all external and internal stresses due to all dead, live, wind, and thermal loads and roof and snow loads including: regular weight, concrete topping, encountered during manufacturing, handling, erection and installed use.

Manufacture and transportation shall be by a company specializing in providing precast products and services normally associated with precast crypt construction. This manufacturer must show evidence of successful completion of similar and comparable work. When requested by the Architect, written evidence shall be submitted to show experience, qualifications and adequacy of plant capability and facilities for performance of contract requirements. All drawings submitted to the Architect shall be supplemented by manufacturer's supporting design criteria.

DELIVERY AND HANDLING

The crypt units shall be lifted and supported during manufacturing, storage, transportation and erection operations only at the lifting or supporting points, or both, as shown on the contract and shop drawings. Blocking shall be clean and non-staining. Lateral support shall be sufficient to prevent excessive bowing and warping. Edges of the units shall be adequately protected by padding or other means to prevent staining, chipping or spalling of the concrete.

Unload crypts directly from trucks to final position. When mechanical trucks or lifting hooks are used, all metal surfaces of such devices shall have a protective rubber or burlap covering to prevent damage to product. Cracked, broken, warped, poor fitting or otherwise damaged or defective crypts shall not be used.

Triple Crypt Units – Four lift pins at bearing points of two interior legs.

Double and Single Crypt Units – Four lift pins at bearing points of two exterior legs.

Double and Single Couch Crypt Units – Four lift pins at bearing points of two exterior legs.

If fork lift is used for handling, forks must project 5'-0" minimum into outermost cavities and be protected with rubber, burlap or similar material.

Lifting by crane is from designated lifting points (above) using Dayton Superior P-50 Universal Lifting Eye. Slings must be at least 10'-0" in length.

Units to be stored before erection must be set on wood bearing timbers running the full width of unit and placed at the regular leg bearing points and level one to the other. When stacking units, keep bearing timbers and legs of units aligned vertically with the ones below. Shelves and rear closures must be stacked on a smooth, level surface to prevent damage to product.

Schedule delivery of precast concrete units to project site in such quantities and at such times to assure continuity of installation. Provide accessibility at job site for maneuverability of semi-truck trailers.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS

Manufacturer Precast Crypt System:

TRIBUTE PRECAST SYSTEMS, LLC
352 Cottonwood Avenue
Hartland, WI 53029
262.367.9991

FORMWORK

All precast crypt components shall be manufactured in rigid steel forms which will produce smooth surfaces along with special details to form rabbets, vent hole knockouts, recesses for front closures, and ledges for shelf support. Forms shall also provide a means for placement of steel bearing assemblies and inserts in a precise location.

REINFORCING MATERIALS

Reinforcing Bars:

ASTM C-615, Grade 60, unless otherwise indicated.

Welded Wire Fabric:

ASTM A-185.

Other Plates And Shapes:

ASTM A-36.

Supports For Reinforcement:

Provide supports for reinforcement including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing, complying with CRSI recommendations.

PROPORTIONING AND MIXING CONCRETE

Cement, aggregates and water shall be proportioned to produce a concrete which will attain a minimum compressive strength of 5,000 PSI at 28 days.

Concrete cylinder testing shall be performed by an independent testing laboratory. Tests shall be performed on both facing and back-up mixes. Duplicate copies of cylinder test results shall be furnished to the Architect.

Mixing of concrete shall conform with ASTM C172 Standard Practice for Sampling Freshly Mixed Concrete.

CRYPT FRONT ANCHORS & HANGERS

Brass anchors shall be cast in a center line of crypt legs and so located to accommodate either industry standard rosette hanger or concealed hanger system. Location of anchors to be verified by crypt front hanger supplier.

Screened Vents:

Upon request, the precast manufacturer shall furnish screened vents, 4 per crypt unit. Size to be 2" diameter. Vents to be installed by owner prior to entombment when knock-out plugs are removed.

Bearing Pads:

Precast manufacturer shall provide shims 1/16", 1/8" and 1/4" thickness for leveling and erection of precast concrete crypt units.

Non-Metallic Shrinkage-Resistant Grout:

Pre-mixed, non-metallic, non-corrosive, non-staining product containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water reducing agents, complying with US Army Corps of Engineers CRD-C621 'Standard Specification for Packaged, Dry, Hydraulic-Cement Grout' ASTM C 1107 'Standard Specification for Packaged, Dry, Hydraulic-Cement Grout'.

Products:

Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Euco N.S.; Euclid Chemical Company
Construction Grout; Master Builders

CRYPT SEAL PLATE:

Crypt seal plates shall be test fitted and stored inside each crypt opening.

PRECAST CONCRETE CRYPTS AND COMPONENTS**Types Of Precast Concrete Crypts:**

Single Unit, Double Unit and Triple Unit, Single and Double Width Couch Crypts. All units are self-supporting.

Precast Concrete Crypt Components

Precast shelf unit and back closure unit. These units are used in conjunction with erection of precast crypt system.

Crypts are front-loaded and may be either single or tandem end load. A single will have a closed back. A double end load will have an open back crypt in front and a closed back crypt in the back.

Crypt seal plates shall be test fitted and stored inside each crypt opening.

Knock-Out Plugs:

For future entombment ventilation, 2" diameter knock-out plugs will be provided in the rear wall of all precast crypts and precast back closures.

PART 3 - EXECUTION

ERECTION

Examine all surfaces which are to receive the precast crypts. Verify all dimensions of in-place and subsequent construction. Make any corrections to the crypt necessary to facilitate their installation. Installation of the crypts constitutes acceptance of the existing conditions.

Provide necessary equipment to unload and perform all job site handling required to install the precast crypts.

CRYPT INSTALLATION

Install precast crypts according to manufacturer's recommendations. Use approved shop drawings and special instructions as a basis for layout. Measure and layout dimensionally all crypt banks which are interrelated. Check for squareness plus alignment and dimensions to other components of the structure. When layout is complete and in agreement with total design, chalk lines should be snapped to indicate the following:

- Centerline of each crypt leg.
- Fronts of precast crypts.
- Bearing points at each crypt leg as shown on shop drawings.
- Rear of precast crypt.

After the chalk lines have been established, a transit or other leveling system should be used to determine variations between bearing points of the floor slab. Flat shims should then be placed at each bearing point to correspond to the highest point in the floor so that all bearing points are at the same elevation. This procedure will ensure the fast and accurate erection of the bottom tier of crypts and each succeeding tier.

Refer to shop drawings for types of units that are used in crypt bank. Type and number of units will vary depending on number of cavities wide in any bank of crypts.

The bottom tier of crypts shall bear on leveling shims (as outlined above) at each bearing point (two per leg). Set units to centerline of legs on leveling shims per layout described above. Set all bottom tier units in a like manner with each unit spaced 33" center-to-center between shutter hanger inserts. All bottom tier units shall be level to correct elevation, plumb, fronts straight to a line and to horizontal tolerance before succeeding tiers are set.

Successive tiers of crypts are shimmed at each level to maintain clearance for grouting and crypt front facing.

Between units, there is a separate rear closure and shelf which are to be installed after each tier is set to proper elevation and tolerance. Backs are installed first with recess side facing to the plenum. Shelves are installed mold surface up, with rabbit end at front and in line with front rabbit on each side. Grouting of shelves should be done with non-shrink grout from the top after all crypts are erected when crypt legs are grouted. Shelves weigh 400 lbs. and are handled by eye bolts screwed into inserts at 1/4 point and centered and fastened to sling. Special attention and care must be used to assure alignment of shelf front rabbit with the front rabbit on each side. Rear closures are installed next with panel outside, shim at bottom with 1/4" shims to provide equal joints, temporarily secure with spring wire clip and mortar in place from the rear with regular mortar. Separate rear closures weigh 80 lbs. and are placed by hand.

Installation Tolerances: Install precast units without exceeding the following tolerance limits:

Variations From Plumb:

1/4" total in any 20' run or story height. 1/4" total in any direction.

Variations From Level Or Elevation:

1/8" in any 10' run; 1/4" in any 20' run; total plus or minus 1/4" at any location.

Variation From Position In Plan:

Plus or minus 1/4" maximum at any location.

Offsets In Alignment Of Adjacent Members At Any Joint:

1/4" in any 10' run.

Grouting Connections And Joints:

Refer to manufacturer's installation manual for optional grouting techniques. After precast concrete units have been placed and secured, grout open spaces under all precast crypt legs, including underside of back walls and perimeter of back closures and shelves, and vertical joints between tandem crypt units as follows:

Shrinkage-Resistant Grout:

Consisting of premixed compound and water to provide a flowable mixture without segregation or bleeding.

Preparation:

All precast keyways must be cleaned before wet-down and grouting. With hot, sunny days, it may be necessary to wet the joints between crypts to insure good bond and proper curing.

Forms:

Provide forms or other acceptable method to retain grout in place until sufficiently hard to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled. Place grout to finish smooth, plumb and level with adjacent concrete surfaces. Keep grouted joints damp for not less than 24 hours after initial set. Promptly remove grout material from exposed surfaces before it hardens.

Provide grouting as necessary to patch all spalls, cracks, and voids, and to provide a flush surface for crypt covers to allow a tight seal caulking tandem joints, shelves and backs.

Job Conditions:

Grout no work when air temperature is below 40 degrees Fahrenheit, unless approved means are provided to heat and enclose, and maintain the work area above 40 degrees Fahrenheit. during installation and for 48 hours thereafter.

Protect specified work and adjacent construction and materials against damage during progress of work until completion.

Adjust and Clean:

All crypts must be swept clean prior to storage of crypt seal plates and installation of crypt fronts.

All crypt plenum chambers must be swept clean prior to final wall and/or roof enclosure.

Crypt installation contractor shall test fit and lay one crypt seal plate inside each crypt opening prior to installation of marble/granite crypt fronts.

END OF SECTION 03411

TITLE

Post Tender Addendum 01

DATE

May 09, 2022

PART 1 - GENERAL

- .1 Insert this Addendum in Section 00 90 00 of the Specifications
- .2 All bids received exceeded the approved budget, therefore project scope reductions are being considered.
- .3 No bids received indicated a value or schedule for Alternate Price Option 1, therefore additional time is being provided.
- .4 This Addendum has been issued After tender closing.
- .5 **Such revisions shall become part of the Contract Documents and shall change the original contract documents only in the manner and extent stated.**
- .6 Should the instructions provided herein conflict with the requirements included in the previously issued contract documents or Addendum, these instructions shall supersede.

PART 2 – CONTRACT DOCUMENTS

2.1 Volume 1 Drawings

- .1 **Add** new Drawings appended to this addendum:
 - .1 SPO1.0 – Separate Price Option 01

2.2 Volume 2 Specifications

- Refer to Specification Section 00 21 13 - Instruction to Bidders;
- .1 **Add** to Article 1.1.1.1 to read;
“Tender Submissions (Post Tender Addendum 01): Offers signed under seal, executed, and dated shall be received on or before:
12:00:00 (12:00:00 p.m.) local time on the 20th day of May, 2022”
 - .2 **Add** Article 1.2.2 to read;
“Tenders (Post Tender Addendum 01) will be opened in a Virtual Public opening as follows:
 - .1 **Date** 20th day of May 2022
 - .2 **Time** 14:00 (2:00 pm)”
 - .2 Refer to Specification Section 00 41 13b – Tender Form – Appendix B Separate and Alternate Prices:
 - .1 **Replace** with the attached Specification Section 00 41 13br1 – Tender Form – Appendix B Separate and Alternate Prices
 - .3 Refer to Specification Section 01 23 10 – Separate and Alternate Prices:
 - .1 **Replace** with the attached Specification Section 01 23 10r1 – Separate and Alternate Prices

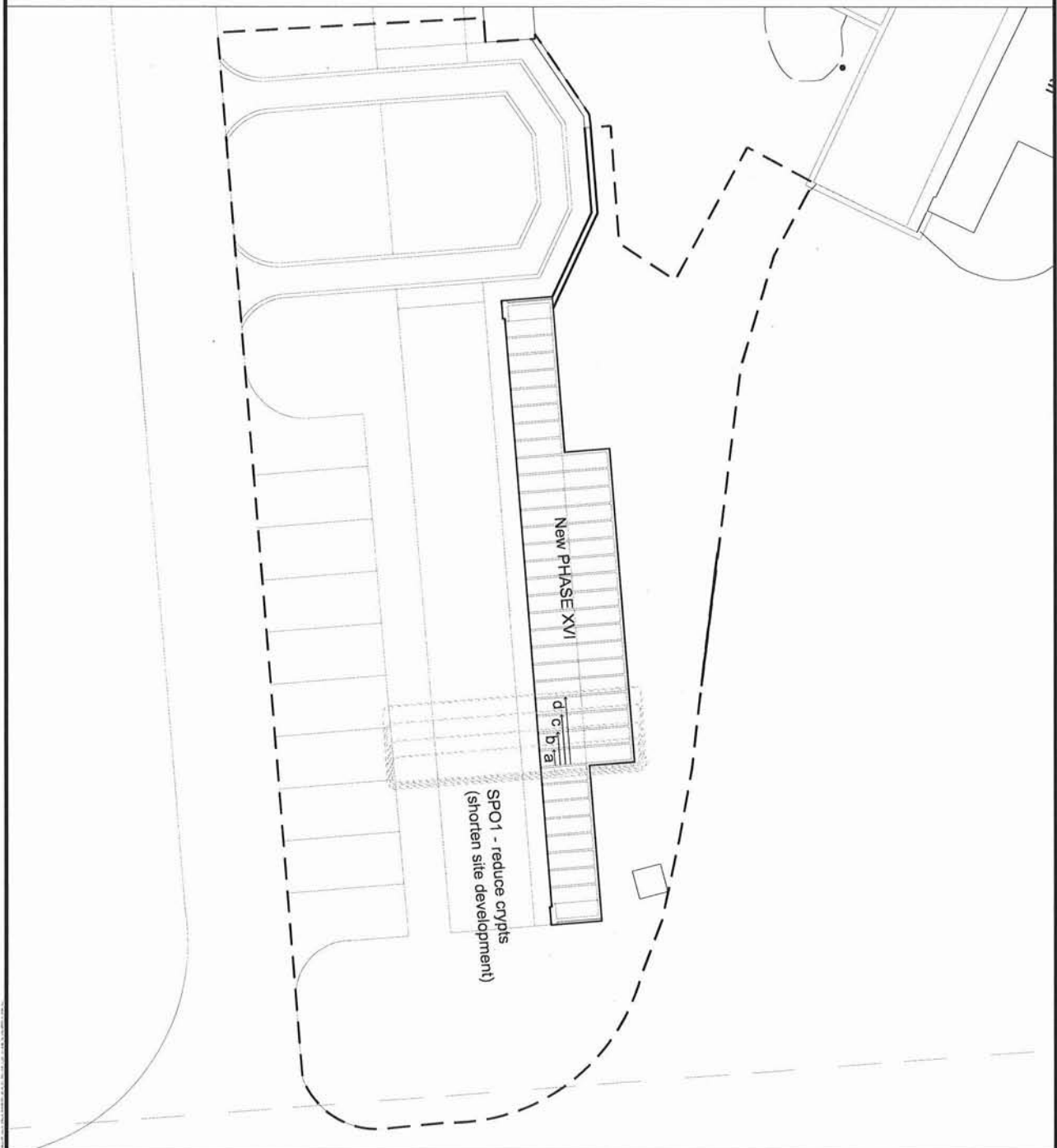
PART 3 – QUERIES and
RESPONSES

3.1 None .1

PART 4 - ATTACHMENTS

<u>Reference Number</u>	<u>Name/Description</u>	<u>Size</u>	<u>Pages</u>
1	SPO1.00 – Separate Price Option 1	24 x 36	1
4	Specification Section 00 41 13br1 – Tender Form – Appendix B Separate and Alternate Prices	8.5 x 11	1
5	Specification Section 01 23 10r1 – Separate and Alternate Prices	8.5 x 11	3

END OF SECTION



Separate Price
Option 1
Reduce # of crypts
SPO-1

22009

Scale
1/8" = 1'-0"
Date
06 May 2022
Checked by
C Berkanbosch
Drawn by
C Berkanbosch

Revisions
1 2022 04 14 - Issued for Tender & Construction
2 2022 05 06 - Issued for Post Tender Attention

Project
Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario
for the City of Sault Ste. Marie, Ontario



idea
INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE
421 Bay Street, Suite 507, Sault Ste. Marie, Ont. Ca.
Tel: (705) 948-5281 - Email: info@integratedesign.ca

Project Name:

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractor's Name)

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Separate Price Number 1

Should the scope of the work be modified as per Article 1.6.4 of Section 01 23 10

Separate Price Number 1
Reduce the number of Crypts

The Contractor shall provide a separate price in the form of an amount to be deducted from the Stipulated Sum Tendered amount should the Owner decide to revise this scope in the contract.

.a) to remove one (1) row of Crypts (8), **Deduct:**

(\$ _____)
from the **Base Bid** Tender Price (H.S.T. not included)

.b) to remove two (2) rows of Crypts (16), **Deduct:**

(\$ _____)
from the **Base Bid** Tender Price (H.S.T. not included)

.c) to remove three (3) rows of Crypts (24), **Deduct:**

(\$ _____)
from the **Base Bid** Tender Price (H.S.T. not included)

.d) to remove four (4) rows of Crypts (36), **Deduct:**

(\$ _____)
from the **Base Bid** Tender Price (H.S.T. not included)

1.2 Alternate Price No. 1

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Alternate Price Option No. 1
Structural Precast Modular Concrete Crypt System

The Contractor **shall** provide an alternate price in the form of an amount to be **added (or deducted)** to the Stipulated Sum Tendered amount should the Owner decide to revise this scope in the contract.

Add (or Deduct)

_____ (\$ _____)

to / (from) the Tender Price (H.S.T. not included)
(\$10,000 Cash Allowance included – IFC Drawings)

Add (or Deduct)

_____ weeks

to / (from) the Tender Schedule

END OF SECTION

PART 1 - GENERAL

- 1.1 SECTION INCLUDES
- .1 Product Installation Alternatives to Agreement to the Work
 - .2 Incorporation of Accepted Alternatives into Agreement
- 1.2 RELATED SECTIONS
- .1 Section 01 1 00 – Instructions to Bidders
 - .2 Section 01 41 13 - Tender Form Appendix B
- 1.3 REQUIREMENTS
- .1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve the Work stipulated under each item listed.
 - .2 Coordinate affected related Work and modify surrounding Work to integrate the Work under each item listed.
 - .3 Unless otherwise noted, all prices shall include all labour, material, delivery, equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit and shall exclude Harmonized Sales Tax.
 - .4 All prices submitted take into consideration and allow for changes and adjustments in other work as may be necessary to provide a finished and functional result, unless specifically indicated otherwise.
 - .5 Should the acceptance, by the Owner, of any Separate or Alternate Prices necessitate the use of an alternate subcontractor for work of a particular section, list such subcontractors below applicable prices indicated in the tender form. If no subcontractor is indicated, the subcontractors indicated in the tender form appendix form shall be used.
- 1.4 AWARD/SELECTION OF ALTERNATE AND SEPARATE PRICES
- .1 Indicate variation of Bid Price for Alternatives described below and listed in Tender Form. Note that this form requests a 'difference' in Price by **adding to** or **deducting from** the base bid price.
 - .2 In accordance with CCDC Document No. 23 "A Guide to Calling Bids and Awarding Contracts", the low Tender shall be determined on basis of lowest Tender in accordance with Contract Documents on which Project is to be actually constructed, including those separate and alternate price options for which prices are mandatory, and which are to be incorporated in the Work.
- 1.5 DEFINITIONS
- .1 **Separate Prices** – Are prices for additional work that is to be added to the contract, in addition to the base contract work. Unless specifically stated, all separate prices are in addition to the base tender amount.
 - .1 All prices shall include all labour, material, delivery,

equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit but shall exclude Harmonized Sales Tax

- .2 **Alternate Prices** – Are prices for work that is to be provided in lieu of work that is currently specified or detailed in the tender documents. As this work is in lieu of work currently specified this work may be in addition to or a reduction from the base tender amount. As such this amount must be identified on the tender form as indicated.

.1 All prices shall include all labour, material, delivery, equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit but shall exclude Harmonized Sales Tax

- .3 **Unit Prices** – Unit Prices are required to be provided in Appendix C of the Tender Forms. The scope of the base contract work is defined in the contract documents. These Unit prices will be utilized for any additional or reduction in the scope of work as defined in the contract documents. Prices variance for add and deduct may not exceed ten (10) percent between each other. Refer to Tender Form Appendix C and provide pricing as required for all items listed

1.6 SEPERATE PRICES

- .1 **Separate Price Option No. 1 – Reduce the number of Crypts**
Provide a Separate Price in the form of an amount to be **deducted** from the Stipulated Price Tender Amount should the Owner wish to remove full rows of Crypts, and all associated work, to reduce the size of the Mausoleum. Separate Price No.1 is further defined on drawing SPO1.00 – Separate Price Option 1.

1.7 ALTERNATE PRICES

- .1 **Alternate Price Option No. 1 (APO1) – Structural Precast Modular Concrete Crypt System**
Provide an alternate price & schedule in the form of an amount to be **added (or deducted)** from the Stipulated Price Tender Amount should the Owner wish to revise Crypt design from cast-in-place to pre-cast concrete (Supplier: Tribute Precast Systems or equal) Alternate Price No.1 is further defined on drawing APO1.00 – Alternate Price Option 1 and Specification Section 03411 – Structural Precast Modular Concrete Crypt System.
In general, the scope of work includes: Precast Crypts incorporated into the Design, with an alternate Venting strategy as identified by the APO Drawing and Specification, Pricing shall account for all associated revisions to the work, and shall include an Allowance of \$10,000 for the Structural Design Consultant Team to create Issued for Construction Drawings.
The work is also noted as Alternate Price #1, or Alternate Price No. 1, APO1 and / or the like.

Basis of Design: The above design parameters are based on the following supplier, which all alternates will be reviewed against.

.1 Tribute Precast Systems, Contacts:

David P. Smith Jr
Director of Business Development
Office 262 367 9991
Cell 242 490 8079
davids@tributeinc.com

Zach Rasmussen
Manager of Design, Precast & Construction
Office 262 367 9991
Cell 920 216 1003
zachr@tributeinc.com

<u>1.8 UNIT PRICES</u>	.1	Refer to Tender Form Appendix C and provide pricing as required for all items listed.
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PART 2 - PRODUCTS

<u>2.1 NOT USED</u>	.1	Not Used.
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PART 3 - EXECUTION

<u>3.1 NOT USED</u>	.1	Not Used.
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END OF SECTION

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Section 00 41 13
TENDER FORM
Page 1 of 2

PROJECT NAME

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario.

SUBMITTED BY

Contractor Name:

ELLISDON INDUSTRIAL INC

Address:

132 INDUSTRIAL PARK, COURT A

P6B 5W6

Telephone Number:

705-256-0129

Primary E-Mail:

SCORBETT@ELLISDON.COM

OFFER

The undersigned, represents that he has had sufficient opportunity to examine and has carefully examined the Contract Documents, including all addenda, the General Conditions of the Contract, as amended by the Supplementary General Conditions, having become thoroughly familiar with local conditions affecting the performance and costs of the work, and having inspected the site, hereby offer to furnish all the materials, plant and labour necessary for the proper completion of the all Work, including any, applicable taxes, agree to enter into a contract with the Owner, for the sum of:

Contract Documents including Addenda(s) No. 1 through 2 inclusive as prepared by the Consultant for the Stipulated sum of:

ONE MILLION, NINE HUNDRED THOUSAND

(\$1,900,000.00)

(Base bid without harmonized Sales Tax (HST))

Harmonized Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the base tender amount. The amount of the Harmonized Sales Tax is:

TWO HUNDRED + FORT-SEVEN THOUSAND
(\$247,000.00)

Completion Date

I/We have reviewed the scope of this project with all of our sub-trades and suppliers and agree to complete the *Work* of the Contract in accordance with the requirements of the Contract Documents on or before the dates indicated below:

Substantial Performance 48 Number of Weeks from tender award

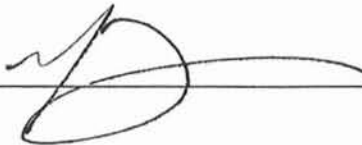
Total Performance 52 Number of Weeks from tender award

Signatures:

Authorized Signatures:

FURAN BURNS, VP AND AREA MANAGER
Name and title of person signing

Signature: _____



Witness: _____

Date: _____

Contractor's Corporate Seal:

END OF TENDER FORM

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Section 00 41 13a
TENDER FORM APPENDIX A
LIST OF SUB-TRADES
Page 1 of 1

Project Name: **Municipal Mausoleum Phase XVI**
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractors Name)

ELLISDON INDUSTRIAL INC

Subcontractors and Major Suppliers The UNDERSIGNED lists herein the individual Subcontractor and Major Supplier for the trades listed below and who he/she proposes to employ on the project, and upon whose sub-trade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work without the express written consent of the Owner.

Listed sub-contractors shall be actually engaged in the line of work required listed and shall be able to refer to work of similar nature completed by them.

Provide only ONE name per section

This Appendix forms part of the contract and failure on part of the contractor to **COMPLETE EACH SECTION FULLY** may result in the contractors bid being **REJECTED**.

Trade/Division/Product	Subcontractor/Supplier
Excavation and Backfill	OWN FORCES
Cast in Place Concrete	OWN FORCES
Masonry	RUSCIO
Granite	ONOFRIOS
Unit Pavers	OWN FORCES
Membrane Roofing	TBD

End of Section

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Section 00 41 13b
TENDER FORM - APPENDIX B
SEPARATE AND ALTERNATE PRICES
Page 1 of 1

Project Name:

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractor's Name)

ELLISDON INDUSTRIAL INC

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Alternate Price No. 1

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Alternate Price Option No. 1
Structural Precast Modular Concrete Crypt System

The Contractor shall provide an alternate price in the form of an amount to be added (or deducted) to the Stipulated Sum Tendered amount should the Owner decide to revise this scope in the contract.

Add (or Deduct)

NA - RESPONSE NOT RECEIVED FROM

SUPPLIER (\$)

to / (from) the Tender Price (H.S.T. not included)
(\$10,000 Cash Allowance included - IFC Drawings)

Add (or Deduct)

 weeks

to / (from) the Tender Schedule

END OF SECTION

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Section 00 41 13c
TENDER FORM APPENDIX C
UNIT PRICES
Page 1 of 1

Project Name:

Municipal Mausoleum Phase XVI
(2022CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractors Name)

ELLISDON INDUSTRIAL INC

1.0 UNIT PRICES

- .1 Contractors shall provide unit prices for all work listed below and as described in section 01 23 10 Separate and Alternate Prices.
- .2 All prices provided shall be provided Exclusive of Harmonized Sales Tax.
- .3 All prices shall include all overhead, profit and all relative charges of the Contractor and represent the actual cost to the Owner. The adjustments to the Contract Sum shall be based on the net quantity difference from the original quantity.
- .4 Prices for Add and Deduct prices may not vary by more than 10%.

Description

Unit Price

Add

Deduct

.1	Excavation by Hand	\$	<u>250.00</u> /m3	\$	<u>250.00</u> /m3
.2	Bulk Excavation by Machine	\$	<u>40.00</u> /m3		<u>40.00</u> /m3
.3	Granular Fill Type A Compacted	\$	<u>65.00</u> /m3	\$	<u>65.00</u> /m3
.4	Granular Fill Type B Compacted	\$	<u>40.00</u> /m3	\$	<u>40.00</u> /m3
.5	Concrete Poured in place	\$	<u>1,500.00</u> /m3	\$	<u>1,500.00</u> /m3

END OF SECTION

BID BOND

Standard Construction Document

CCDC 220 - 2002

Bond No.: EDC-22-118

Bond Amount: 10% of Tender Price

ELLISDON INDUSTRIAL INC. as Principal, hereinafter
called the Principal, and CHUBB INSURANCE COMPANY OF CANADA a
corporation created and existing under the laws of Canada and duly
authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto
CORPORATION OF THE CITY OF SAULT STE. MARIE

as Obligor, hereinafter called the Obligor, 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 Obligor, dated 02 day of MAY, in the year 2022
for

Municipal Mausoleum Phase XVI (2022CDE-CS-CM-03-T) 27 Fourth Line East, 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
Obligor's bid documents, or, if no time period is specified in the Obligor's bid documents, within Sixty (60)
days from the closing date as specified in the Obligor'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 Obligor takes all reasonable steps to mitigate the amount
of such excess costs, the Principal and the Surety will pay to the Obligor the difference in money between the amount of the bid of the
Principal and the amount for which the Obligor 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.

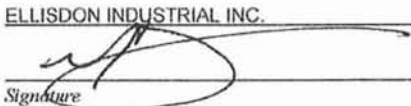
It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligor named herein, or the
heirs, executors, administrators or successors of the Obligor.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 25th day of
April, in the year 2022.

SIGNED and SEALED in the presence of

ELLISDON INDUSTRIAL INC.


Signature

Frank Brown VP and Area Manager
Name of person signing

CHUBB INSURANCE COMPANY OF CANADA


Signature

Kathy Ness, Attorney In Fact
Name of person signing



Copyright 2002

Canadian Construction Documents Committee

SURETY'S AGREEMENT TO BOND

Bond No. EDC-22-118

WHEREAS

ELLISDON INDUSTRIAL INC.

(the "Principal") has submitted a written tender to

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Obligee") dated _____ (the "Tender Date") concerning:

Municipal Mausoleum Phase XVI (2022CDE-CS-CM-03-T) 27 Fourth Line East, Sault Ste. Marie, Ontario

and the condition of this obligation being such that 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 Sixty (60) days from the closing date of the tender.

We CHUBB INSURANCE COMPANY OF CANADA

(Surety Company), a corporation created and existing under the laws of Canada

and duly authorized to transact the business of Suretyship in **Canada** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a Contract Performance Bond in favour of the Obligee for

One Hundred Percent of the Contract Price (100% of the Contract Price)

conditioned for the performance of the work described herein and the contract between the Contractor and Obligee.

2. a Labour & Material Payment Bond in favour of the Obligee for

Fifty Percent of the Contract Price (50% of the Contract Price)

with respect to the above mentioned project.

Provided, however, this consent shall be null and void unless an application for such bond(s) is delivered to the Surety by the Principal within thirty (30) days following the date the contract is awarded to the Principal or executed by the Principal, whichever is earlier.

SIGNED, SEALED AND DATED April 25, 2022

CHUBB INSURANCE COMPANY OF CANADA



Kathy Ness, Attorney In Fact



May 5, 2022

The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

RE: ELLISDON INDUSTRIAL INC.

Project Name: Municipal Mausoleum, Phase XVI

This letter herein confirms that XL Specialty Insurance Company intends to provide a Project Specific insurance coverage as required by contract to EllisDon Corporation and its subsidiary (defined as "EllisDon"), should EllisDon be the successful candidate of the captioned Project.

This insurance confirmation, however, is subject to the receipt and satisfactory review of complete underwriting submission and as per agreed terms and conditions.

Should you require any further information please contact EllisDon's Insurance Broker:

Construction Insurance Management Inc.

Attn: Amy Sims
1004 Middlegate Road, Suite 1300
Mississauga, Ontario L4Y 1M4
(416) 661-2464 or amys@c-imi.com

Yours truly,

Authorized Signatory

XL Specialty Insurance Company

ACORD TM		CERTIFICATE OF LIABILITY INSURANCE				DATE (MONTH/DAY/YEAR) 05/01/22	
Broker: CONSTRUCTION INSURANCE MANAGEMENT INC. 1004 MIDDLEGATE RD. SUITE 1300 MISSISSAUGA, ON L4Y 1M4					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Insured: ELLISDON HOLDING INC. A/O ELLISDON INDUSTRIAL INC. 8402-116 STREET FORT SASKATCHEWAN, AB T8L 0G8					INSURERS AFFORDING COVERAGE INSURER A: XL SPECIALTY INSURANCE COMPANY INSURER B: AVIVA INSURANCE COMPANY OF CANADA INSURER C: CERTAIN LLOYDS OF LONDON UNDERWRITERS INSURER D: LIBERTY MUTUAL INSURANCE COMPANY INSURER E:		
COVERAGES 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 ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY		CCM740997802	05/01/22	05/01/23	GENERAL AGGREGATE	N/A
	☒ COMMERCIAL GENERAL LIABILITY						
	CLAIMS MADE ☒ OCCURRENCE						
	☒ NON-OWNED AUTOMOBILE- Included						
	☒ CROSS LIABILITY / SEVERABILITY OF INTEREST						
	GEN'L AGGREGATE LIMIT APPLIES PER						
	☐ POLICY ☐ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY		41243213	05/01/22	05/01/23	COMBINED SINGLE LIMIT (Each accident)	\$ 5,000,000
	☒ ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED						
	☐ ALL OWNED AUTOS						
	☐ SCHEDULED AUTOS						
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
C	UMBRELLA LIABILITY		P539492200	05/01/22	05/01/23	EACH OCCURRENCE	\$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE						
	DEDUCTIBLE ☐ RETENTION ☐						
A	PROPERTY -CONTRACTORS EQUIPMENT FLOATER		CA00011081CA2 2A	05/01/22	05/01/23	AS PER SCHEDULE ON FILE WITH INSURER INCLUDING RENTED OR LEASED EQUIPMENT COVERAGE	
D	CONTRACTORS POLLUTION LIABILITY		T11-TO1- AA9KS5-122	05/01/22	05/01/23	EACH CLAIM	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
A	CONTRACTORS PROTECTIVE PROFESSIONAL LIABILITY - CPPI		CCP744636504	05/01/22	05/01/23	EACH CLAIM	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS: RE: TENDER / PROPOSAL SUBMISSION UMBRELLA LIABILITY IS EXCESS COVERAGE OVER AND ABOVE THE COMMERCIAL GENERAL LIABILITY AND THE AUTOMOBILE LIABILITY. ADDITIONAL INSURED STATUS WILL BE PROVIDED UPON AWARD OF CONTRACT.							
CERTIFICATE HOLDER				CANCELLATION			
CONFIRMATION OF INSURANCE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOUR TO MAIL N/A DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				 Amy Sims Per CONSTRUCTION INSURANCE MANAGEMENT INC.			



CONFIRMATION OF INSURANCE

RE: ELLISDON INDUSTRIAL INC.

It is hereby understood and agreed, that should the Named Insured, or any affiliate or subsidiary companies thereof, be the successful candidate on the Project proposal, **Construction Insurance Management Inc.** (the Broker) will arrange the required insurance as specified in the Contract and/or any insurance requirements as requested by our client.

This confirmation, however, is subject to the receipt and satisfactory review of a complete underwriting submission and the market availability of the insurance coverages being requested.

Furthermore, please also accept this letter and the attached **Certificate of Insurance** as confirmation that the following insurance policies are in full force and effect as of **May 1, 2022 to May 1, 2023:**

- \$ 5,000,000 Commercial General Liability including Non-Owned Automobile Insurance
- \$ 5,000,000 Umbrella Liability Insurance
- \$ 5,000,000 Automobile Liability Insurance
- \$ 5,000,000 Errors & Omissions Liability Insurance
- \$ 5,000,000 Contractors Pollution Liability Insurance
- All Risk Contractor's Equipment Coverage

Please feel free to call the undersigned should you require any additional information.

Yours truly,
Construction Insurance Management Inc.

Amy Sims, RIBO
Senior Account Manager

Project Name:

Municipal Mausoleum Phase XVI

(2022CDE-CS-CM-03-T)

27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractor's Name)

ELLISDON INDUSTRIAL INC MAY 20, 2022

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Separate Price Number 1

Should the scope of the work be modified as per Article 1.6.4 of Section 01 23 10

Separate Price Number 1

Reduce the number of Crypts

The Contractor shall provide a separate price in the form of an amount to be deducted from the Stipulated Sum Tendered amount should the Owner decide to revise this scope in the contract.

.a) to remove one (1) row of Crypts (8), **Deduct:**

TWENTY-THOUSAND (\$20,000.00)
from the **Base Bid** Tender Price (H.S.T. not included)

.b) to remove two (2) rows of Crypts (16), **Deduct:**

FORTY THOUSAND (\$40,000.00)
from the **Base Bid** Tender Price (H.S.T. not included)

.c) to remove three (3) rows of Crypts (24), **Deduct:**

SIXTY THOUSAND (\$60,000.00)
from the **Base Bid** Tender Price (H.S.T. not included)

.d) to remove four (4) rows of Crypts (³²~~36~~), **Deduct:**

EIGHTY-THOUSAND (\$80,000.00)
from the **Base Bid** Tender Price (H.S.T. not included)

1.2 Alternate Price No. 1

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Alternate Price Option No. 1
Structural Precast Modular Concrete Crypt System

The Contractor **shall** provide an alternate price in the form of an amount to be added (or deducted) to the Stipulated Sum Tendered amount should the Owner decide to revise this scope in the contract.

~~Add (or Deduct)~~

ONE HUNDRED + FORTY THOUSAND

(\$140,000.00)

to / (from) the Tender Price (H.S.T. not included)
(\$10,000 Cash Allowance included – IFC Drawings)

~~Add (or Deduct)~~ TOTAL

20 weeks

to / (from) the Tender Schedule

END OF SECTION

- NO WINTER OR COLD WEATHER (HEATING/HEARDING) INC
- PRECAST + ROOF SLAB MUST BE COMPLETED BEFORE SNOW.
- ADD FOUR ROWS - SEPERATE PRICE OPTION 1(d) - PRECAST CRYPTS FOR ORIGINAL CONTRACT VALUE



SHANE CORBETT
SR PROJECT MANAGER
ELLISDON INDUSTRIAL INC



GREG CASLICK
REGIONAL MANAGER ONTARIO
ELLISDON INDUSTRIAL INC

June 20th, 2022

IDEA Project No. 22009

EllisDon Industrial Inc.
132 Industrial Park, Court A
Sault Ste. Marie, ON, Canada
P6B 5W6

Attention: Shane Corbett

RE: Letter of Intent
Municipal Mausoleum Phase XVI (2022CDECSCM01P)
for the Corporation of the City of Sault Ste. Marie
Holy Sepulchre Cemetery, 27 Fourth Line East, Sault Ste. Marie, Ontario

Dear Sir:

We thank you for your Tender on the above-noted project. After having reviewed your Tender Submission dated 5 May 2022, and your Post-Tender Addendum Submission dated 20 May, 2022 we are pleased to announce that your Tender has been accepted by the Corporation of the City of Sault Ste. Marie.

The following is a summary of the approved Contract Price:

Tendered Amount (Base Bid)	\$ 1,900,000.00
Alternate Price Option 1	\$ -140,000.00
HST	\$ 228,800.00
Total Contract Price	\$ 1,988,800.00

This is your authorization to proceed with the project immediately.

This "Letter of Intent" formally initiates the Contract in accordance with the requirements of the Contract Documents. Please obtain and provide to our office the required documentation for the project including, but not limited to, the following:

- Workers' Compensation Clearance Certificate
- Original Bonding Certificates – Performance Bond – Labour & Materials Bonds
- Insurance Certificates – listing the City and their Consultants as additional Insured
- Copy of "Notice of Project" application to the Ontario Ministry of Labour
- Copy of Notification to the Ministry of the Environment
- Construction Schedule
- Detailed Schedule of Values in accordance with section 01 29 00

These documents must be in place prior to performing any construction activities on the site. The site is available for review and planning and we can discuss access and your preliminary schedule during our pre-construction meeting.

Provided in your Tender, you have stated that Total Performance will be achieved within **20 weeks**

Sault Ste. Marie
705.949.5291
421 Bay St. Suite 507
Sault Ste. Marie, ON, P6A 1X3

info@integrateddesign.ca
www.integrateddesign.ca

Ottawa
613.695.3764
76 Chamberlain Ave.
Ottawa, ON, K1S 1V9

of Contract Award therefore establishing a Total Performance date of **07 November, 2022**. The formal contracts are being prepared with these indicated dates and will be forwarded to you shortly for approval and execution.

Should have any questions, please do not hesitate to contact our office.

Yours truly,



IDEA Inc.
Integrated Design – Engineering + Architecture
Julia DeFelice M.Arch, MRAIC
Intern Architect

cc: (via email)
Roger Nenonen, Manager, Cemeteries
Karen Marlow, Manager, Purchasing
Brent Lamming Director, Community Services
Curtis Berkenbosch IDEA Inc.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2022-136

CEMETERIES: A by-law to amend By-law 2012-129 and By-law 2021-217 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made pursuant to the said Act, **ENACTS** as follows:

1. BY-LAW 2012-129 AND AMENDING BY-LAWS TO BY-LAW 2012-129

By-law 2012-129 and amending By-laws to By-law 2012-129 are amended as follows:

Delete the words

“Cemeteries Branch of the Ministry of Government and Consumer Services”

and Insert in its place

“Registrar, Bereavement Authority of Ontario”.

2. BY-LAW 2012-129 AMENDED

By-law 2012-129 is amended as follows:

Section 4.5 c)

Delete:

“Disinterment of the lowest body in a double-depth grave is not permitted”.

3. BY-LAW 2021-217 AMENDED

By-law 2021-217 is amended as follows:

Section 4.5 d)

Delete:

“Insert:

Disinterment of a body in a mausoleum crypt is not permitted”.

4. EFFECTIVE DATE

No part of this by-law comes into force until the Registrar, Bereavement Authority of Ontario has approved the same.

PASSED in open Council this 11th day of July, 2022.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\\Legal\\Dept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2022\\2022-136 Cemeteries Amendment.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-137

AGREEMENT: A by-law to authorize the execution of the Collective Agreement between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529) for the term commencing February 1, 2021 to December 31, 2023.

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 Collective Agreement dated February 1, 2021 between the City and the Sault Ste. Marie Professional Firefighters Association (Local 529), a copy of which is attached as Schedule "A" hereto. This Collective Agreement is for the term commencing February 1, 2021 to December 31, 2023.

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 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2022\\2022-137 SSMPFA Collective Agreement.docx

AGREEMENT

between



**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

-and-

**SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION
(Local 529)**



February 1, 2021 to December 31, 2023

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SCHEDULE "A" TO BY-LAW

AGREEMENT entered into as of
February 1, 2021

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter called the "EMPLOYER")

OF THE FIRST PART

- AND -

THE SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION
(Hereinafter called the "ASSOCIATION") (Local 529)

OF THE SECOND PART

1:00 PURPOSE

- 1:01 Whereas the Association has established to the satisfaction of the Employer that all full-time employees of its Fire Services except the Fire Chief, Deputy Chief – Operations, Deputy Chief – Education, Prevention & Emergency Management and the Assistant Chief - Support Services and Office Supervisor, are members of the Association and that it is therefore entitled to represent the said employees as their bargaining agent.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

- 1:02 The employees shall at all times co-operate with the Employer and the Chief of the Fire Services to the fullest extent to provide an efficient firefighting organization for the benefit of the City and the inhabitants thereof.

2:00 SCOPE

- 2:01 The terms of this agreement shall apply to all full-time employees of the Sault Ste. Marie Fire Services and the Association shall have the right to bargain for the purpose of defining, determining and providing for remuneration, pensions and working conditions for all full-time employees of the Fire Services except the Fire Chief, Deputy Chief - Operations, Deputy Chief - Education, Prevention & Emergency Management and the Assistant Chief - Support Services and Office Supervisor.
- 2:02 To insure the safe and efficient operation of the Fire Services, management staff in the positions of Deputy Chief - Education, Prevention & Emergency Management and Assistant Chief - Support Services shall be allowed to perform the duties of employees under their command as may be required from time to time.

2:03 Every new employee, on joining the Department shall become a member of the Association. All employees who are now or who in future become members of the Association shall as a condition of employment, maintain such membership in good standing.

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.

3:00 RECOGNITION

3:01 The Employer recognizes the Association as the bargaining agent for all said full-time employees (as provided in the Fire Protection and Prevention Act, 1997) of the Sault Ste. Marie Fire Services.

3:02 The Chief of the Fire Services shall meet with a committee of the Association on reasonable notice to discuss any subject or matter which may be deemed of mutual benefit to the employees and the City or the inhabitants thereof.

3:03 The Association agrees to notify the Commissioner of Human Resources in writing, with a copy to the Fire Chief, of the names of all the Association representatives and the committees upon which such representatives will serve. The Association will also be responsible for notifying the employer of any changes to the list of Association representatives.

The City shall not be required to recognize any Association representative until such time as the Commissioner of Human Resources has been notified in writing by the Association as outlined above.

3:04 When employees are involved in a meeting with Senior Management that may become disciplinary in nature, Senior Management shall ensure that the member will have representation from the Association Executive. Please note that discipline "must be forthcoming" for this to take place.

4:00 MANAGEMENTS' RIGHTS

4:01 The Association acknowledges the exclusive right of the Employer to maintain order, discipline and efficiency to establish and enforce rules and regulations necessary to the efficient and safe operation and generally to govern the conduct of employees. To hire, discharge, promote, demote, layoff, classify or suspend or discipline employees. The employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein. The methods to be utilized such as the qualifications, the testing, interview and Firefighter selection are the sole responsibility of the Employer and Senior Fire Management.

- 4:02 The Association further recognizes that it is the right of the Employer to operate and manage the Fire Services in all respects and in accordance with all its commitments coming within its jurisdiction: the equipment to be used, the methods to be employed and the number of persons to be employed are exclusively the responsibility of the Employer.
- 4:03 The Association also recognizes that it is the right of the Employer to delegate any of its functions, rights, duties, or powers, subject to this agreement or otherwise, to the Fire Chief, or such persons or committees as the Employer may deem advisable subject to the terms of the Fire Protection and Prevention Act, 1997.
- 4:04 All employees should maintain good physical condition and in accordance with their commitment to protect the public all employees are urged to make every effort to meet this requirement.
- 4:05 All employees and probationers shall be governed by the Rules and Regulations of the Employer as from time to time established and published after prior notice to the Association. Where the "Rules" are in conflict with the provisions of this agreement, the provisions of the agreement shall apply. The Employer will encourage the study of advanced firefighting techniques by any employee if such studies are approved by a recognized school of instruction.
- 4:06 Disciplinary action against any employee may result in discharge or suspension if the cause is grave enough to warrant such action. Such causes shall include incompetence, neglect of duty, reporting for duty under the influence of liquor, cannabis or other intoxicant, bringing intoxicants into a fire hall, refusal to comply with an order, disorderly conduct or conduct unbecoming an employee, absence from duty without proper leave and any offense sufficiently grave to warrant disciplinary action or discharge. The employer shall record an employee's offense to both the employee and the Secretary of the Association. Association agrees that all members must be in compliance.
- 4:07 Discipline of an employee shall be removed from the employee's disciplinary record after twenty-four months (24) provided there has been no further discipline given to the employee within such twenty-four (24) month period. This requirement to remove discipline does not apply to discipline related to substance abuse.
- 5:00 HOURS OF WORK
- 5:01 (a) For an employee in the suppression division (that is, an employee on the 24-hour shift rotation) an average of 42 hours per week, in accordance with the following repeating schedule. In this schedule, a week is considered a period of time from the Monday through to and including the Sunday, and a "Full Tour" is considered 24 hours starting at 8:00 am and ending at 7:59 am the following day. The first 12 hours of the shift will be referred to as the "Day shift," the second 12 hours of the shift will be referred to as the "Night shift".

Schedule

Week 1: a shift on the Monday and the Thursday

Week 2: a shift on the Friday and the Sunday

Week 3: a shift on the Wednesday and the Saturday

Week 4: a shift on the Tuesday

Employees shall work no more than a maximum thirty-six (36) consecutive hours and shall have a minimum of twelve (12) hours off duty prior to returning to duty. Employees may work a maximum of twelve (12) hours past or before their shift on the Friday / Sunday "Back to Back" tour. This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43 (7).

(b) The working hours of work for the Training Division and Mechanical Division shall be from 7:30 a.m. to 4:00 p.m., Monday to Thursday inclusive, 7:30 a.m. to 3:30 p.m. Friday with one-half (½) hour paid lunch.

The working hours of the Training officer shall be from 8:00 a.m. to 6:30 p.m. Tuesday to Friday with one-half (½) hour paid lunch. It is further understood and agreed that Training Division personnel may conduct training outside these hours or be called out to assist at incidents. Training division personnel will receive lieu-time off at straight pay for such hours.

The working hours for the Mechanics within the Support Services Division and Public Education Officer(s) within the Public Education Prevention Division shall consist of a 42-hour work week shall be Monday to Thursday 8:00 a.m. to 4:30 p.m., Friday 8:00 a.m. to 3:30 p.m. with one-half (½) hour paid lunch.

By the nature of public education work, flexibility to work weekends and nights is expected. As such, only articles 5:03 and 5:04 will apply to overtime hours worked and will not be subject to Article 5:02, unless an 'emergency call back' is actually required in excess of regular flex schedule 42 hours.

When required to work weekends or nights, the City will offer a 'flexible shift' in daily schedule to accommodate the event. This will be offered 48 hours in advance of the event (example – Fire Prevention Week, Tapp-C clients, Community Involvement programs, Partnership meetings, etc.) and will not exceed regular 42 hour work week.

The hours of work for the Administrative Clerks shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday with one (1) hour unpaid lunch.

Notwithstanding the provisions of Articles 5:00, 14:00 and 15:02, the Administrative Assistants shall work a 35 hour week and shall not be entitled to uniform allowance or service pay.

(c) The Fire Prevention Division shall be rotation of Friday/Monday (off day) every four (4) months unless otherwise mutually agreed to by both parties.

A vacation or sick day will be a 10.5-hour deduction from the appropriate bank (vacation or sick leave bank).

Specifically:

The working hours for the Fire Prevention Division shall be an average 42 hr. work week within a 2 platoon system as follows;

Platoon A (2-FPO's) – 7:00 a.m. to 5:00 p.m. Monday through Thursday.

Platoon B (2-FPO's) – 7:00 a.m. to 5:00 p.m. Tuesday through Friday.

Each officer making up the remaining ½ hour per day, by providing 24/7 on call for Fire Investigation beginning Tuesday – 5:00 pm to Tuesday – 5:00 pm the following week.

- 7:00am to 5:00pm Mon./Thurs. or Tues./Fri.
 - 8 hrs in lieu of on call time for one week every 4 weeks
 - One half (1/2) hour paid lunch
- 1) Each Fire Prevention Officer agrees to one (1) week on call (24/7, Tuesday to Tuesday or agreed upon other day to day which encompasses one weekend) to perform Fire Investigation, within the 4 week rotation. A vehicle shall be made available to FPO's to take home when on call. When a call in occurs, articles 5:02, 5:03 and 5:04 of the Collective Agreement will apply.
 - 2) Determination concerning specific on call week(s) for upcoming year, shall be decided and agreed upon by FPO's, after holiday signings are determined the previous fall. If FPO's cannot determine week, management reserves the right to schedule the on call week.
 - 3) One lieu time or sick time day, will be calculated at a rate of 10.5 hours per day.
 - 4) Outside of scheduled 4-day workweek, only one FPO, at a time, is permitted vacation during the week. Additional requests for vacation and/or lieu time shall be at the discretion of the Assistant Chief – Prevention. If the statutory holiday is the FPO's normal day off, the FPO's regularly scheduled day following or preceding the holiday will be the FPO's day off in lieu of that day.
 - 5) When any scheduled training, including Ontario Fire College courses occurs, affecting an FPO's schedule, the FPO shall be reverted to a five (5) day work week. Said FPO will receive 30 days' notice of schedule change and vacation schedules will not be affected.
 - 6) When the regularly schedule 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 hours pay or 2 hours' lieu time
 - 24 hr. stand-by shift shall be compensated at 3 hours pay or 4 hours' lieu time
 - 7) If an FPO scheduled to be on call/standby is off sick for any portion of the on call seven (7) day period, he/she shall choose one of the following options for "each day" off, during this rotation, to account for the previously accrued paid time off:

- Have ½ (0.5) hour pay deducted from their next scheduled pay, for each day off sick or lieu time may be deducted from the existing bank instead of loss of pay if the employee chooses; or
- Stay at work an additional ½ hour upon return to work for each day off sick

5:02 All employees may be subject to off-shift call back at the discretion of the Chief of the Fire Services. When off-shift employees are called back they will be paid a minimum of three (3) hours pay at the rate of time and one-half. This applies to divisional duties as described in most current job descriptions or up-staffing as determined by the Fire Chief or designate.

Note: Any other requirement to attend the workplace for exams, testing, etc. will be addressed in Article 18 and the employee will only be paid for time spent on the duration of the exam/test except requirements of any promotional process.

5:03 Employees authorized to work more than their regular shifts will be paid at the rate of time and one-half their regular rate for the overtime worked calculated in quarter-hour segments.

Employees are not considered relieved from duty until they have arrived back at their respective fire station and authorized to leave by an officer.

5:04 When at the discretion of the Fire Chief it is possible, employees will have the option of taking straight time off in lieu of overtime worked.

(a) Any time taken from the lieu time bank in the form of time off with pay shall be scheduled through mutual agreement between members of the Association and his/her Manager, subject to operational requirements. Any time remaining in the bank as of November 15th shall be paid out to the member by the end of January in the following calendar year at time and one-half his/her hourly rate of pay.

(b) Employees will be allowed to carry over a maximum of 48 hours (4 – 12 hour half tours).

(c) This also applies to any overtime incurred while attending courses.

5:05 Employees shall be allowed to change shifts with other employees at any of the fire stations provided such employees are qualified to perform the duties and that such change of shifts are done when an employee is on a recognized day off or on holidays.

(a) Employees wishing to change shifts will apply for a change to the officer in charge of the shift. Officer in charge of the shift shall mean the officer in charge on the day of the change of shift. Shift exchanges may be made on the basis of 12-hour periods. Shift exchanges shall not result in an employee working more than 36 consecutive hours, or having less than 12 hours off between shifts. All exchanges/trades must be of equal value, 12 or 24 hours and will be clearly recorded on the Master Daily Report (MDR) by the Platoon Chief. Shift coverage practices including those for less than 12 hours shall continue in accordance with past practice.

- (b) Twenty-four hours' notice must be given for a change to be given any consideration, except in the case of an extreme emergency when a good reason must be given for a requested change of shift.
- (c) Employees requesting a change of shift will see the officer concerned while the employee is on duty at the Fire Hall, except in the case of an emergency.
- (d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee of the Association working for gain or pay on exchange shift will be immediately suspended from the department. The only exception to exchanging a shift for gain will be for an employee that is a verified Adjunct Instructor or Adjunct Shadow Instructor with the Ontario Fire College and is teaching or instructing a verified Ontario Fire College or Regional Training Center course. The shift trade request must be approved by the Deputy Chief or Fire Chief. Further, the supporting documentation must be submitted to the Deputy or Chief prior to approval to exchange shifts for gain for this sole purpose.
- (e) Captains or Acting Captains in charge of shifts will ensure that all changes of shift are duly recorded in the daily report sheets.
- (f) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit pay equal to thirty-six (36) hours.
- (g) All officers in charge of shifts will ensure that paragraph (b) is adhered to.
- (h) For a probationary firefighter, a shift change must be approved by Chief or Deputy Chief in advance of the shift.

5:06 Definitions

"Overtime (OT)" shall be defined as the practice of calling in off-duty employees for the purposes of filling vacancies for the on-duty Platoon that would otherwise bring that Platoon complement below minimum staffing levels.

"Up-staffing" shall be defined as the practice of calling in off-duty employees for the purposes of increasing the on-duty complement of the current on-shift Platoon.

"Meeting" shall be defined as the practice of calling in off-duty employees to attend any meeting pertaining to City or Fire Services business.

6:00 VACATIONS

For an employee on the 24-hour shift rotation, a "week" of vacation and specified paid holidays means the following:

- 1 week of earned vacation entitlement shall equal 2 vacation credits.
- 2 weeks of earned vacation entitlement shall equal 4 vacation credits.
- 3 weeks of earned vacation entitlement shall equal 6 vacation credits.
- 4 weeks of earned vacation entitlement shall equal 8 vacation credits.
- 5 weeks of earned vacation entitlement shall equal 10 vacation credits.
- 6 weeks of earned vacation entitlement shall equal 12 vacation credits.

One (1) 24-hour shift shall be equal to one (1) vacation credit.

Each employee on the 24-hour shift shall be entitled to select vacation and specified paid holidays in blocks of four Vacation Credits for each pick, in rotation, by seniority, except where an employee has a period to be selected of less than this maximum. One 24-hour shift shall equal one (1) Vacation Credit.

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.

6:02 Employees who are absent from work without pay for 30 days or more due to a leave of absence, suspension, or layoff, shall have their vacation entitlement reduced in proportion to such time absent from work.

6:03 One week of vacation as referred to herein shall mean:

- Administrative Staff: 35 hours at 5 consecutive shifts
- Fire Prevention Officers & Training Officer are 42 hours at 4 consecutive shifts
- Public Education Officer, Fire Prevention Planner, and Mechanical Staff is 42 hours at 5 consecutive shifts

- 6:04 The period at which employees may take vacation shall run from the 1st day of January to the 31st day of December annually.
- 6:05 Any employee having become entitled to regular vacation as defined in Sections (a), (b), (c), (d) and (e) of Article 6:01 and who, before receiving such vacations, terminates employment voluntarily with the City's Fire Services shall become entitled to cash payment in lieu of such vacations as the employee had become entitled to at the rate of 1/91 of the annual wage for each vacation day for the respective rank at the time the employee ceased to be an employee of the City's Fire Services.
- 6:06 Vacations shall be arranged by the Chief of the Fire Services and shall be given to employees in accordance with seniority. Employees will be granted a maximum of two weeks' vacation at any one signing.

7:00 SPECIFIED PAID HOLIDAYS

- 7:01 Each employee shall be entitled to the following specified paid or declared holidays, namely, New Year's Day, Family Day (3rd Monday in February), Victoria Day, Good Friday, Easter Monday, Canada Day, Civic Holiday, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day, occurring in the remainder of the calendar year in and after which three months continuous service has been attained.
- 7:02 Each Suppression Firefighter is entitled, subject to the terms hereof, to 12 paid off-duty days in lieu of specified paid holidays which equals 6 credits (24 hour shifts).

The following procedure will be used to schedule vacations and specified paid holidays:

- (i) Subsequent to September 1st, the platoon lists shall be posted.
 - (ii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation to provide for the scheduling of all vacations, specified paid holidays and confirmed Ontario Fire College attendance, and other Fire Services course offerings.
 - (iii) Each employee shall be entitled to select vacation and specified paid holidays in blocks of **two-week periods only**, except where an employee has a period to be selected of less than two weeks.
 - (iv) No employee shall be permitted to select a period of time off outside the space allocated in the posted vacation and specified paid holidays list.
- 7:03 An employee who is absent without pay due to a leave of absence, suspension, or layoff during the period when a specified paid holiday occurs shall have off duty days in lieu of such holiday reduced accordingly.

8:00 LEAVE OF ABSENCE

8:01 The employer may grant leave of absence without pay and without loss of seniority for a period up to six months to any employee requesting such leave for good and sufficient cause. Applications for such leave shall be made in writing to the Chief of the Fire Services and such leave must be approved by the Chief and the City's Chief Administrative Officer. During the period of such leave of absence, the total cost of the benefits set out in Articles 11:08 and 11:09 will be payable by the employee. Notwithstanding the provisions of this article, leave of absence will not be granted an employee for the purpose of working at alternative employment.

8:02 Bereavement Leave

- (a) An employee shall be granted paid bereavement leave up to two (2) Full Tours for those employees on the 24-hour shift rotation and for all other employees four (4) working days, in total, to make arrangements for, and to attend the funeral of their spouse, common-law spouse, child, parent, mother-in-law, father-in-law, grandparent, grandchild, brother or sister; and up to one (1) 12-hour shift off for those employees on the 24-hour shift rotation, and for all other employees one (1) working day to attend the funeral of their Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Aunt, Uncle, Niece, Nephew. Paid bereavement leave shall not be granted beyond one calendar day following the day of the funeral. The pay shall be on a straight time basis and for only such days as are scheduled shifts.
- (b) An employee may reserve one (1) twelve (12) hour Day Shift or Night Shift of paid bereavement leave if on a 24-hour shift rotation, or one (1) bereavement day if not on the 24-hour shift, from the above entitlement to attend a Celebration of Life ceremony or internment, to be taken no later than 6 months from the time of death. This time off must coincide directly with the employee's working hours and the scheduled event and is not intended to be used for any other purpose.
- (c) An employee shall not be entitled to paid bereavement leave for a day on which they are absent from work for some other reason.

8:03 The City shall pay to the Association an annual allowance in February of each year the amount of twelve thousand (\$12,000) for the Association to pay duly appointed or elected officials for attendance at Association conventions, education programs or other Association business. This shall be understood to encompass all union related attendance at meetings, inclusive of, but not limited to negotiations, grievances, investigation and discipline meetings. Any required back-fill for such meetings will be at the expense of the Association.

8.04 Quarantine

Should an employee be quarantined by the Medical Officer of Health as a result of work duties, the City will maintain the employee's pay for the scheduled shifts that the employee was unable to work during the quarantine period.

9:00 SENIORITY

9:01 Seniority shall be established on the basis of an employee's service with the employer, calculated from the date upon which the employee commenced full time employment with the Fire Services.

9:02 The first twelve (12) months service shall be classed as a probationary period.

9:03 A seniority list shall be prepared and approved by the Fire Chief and the Executive Committee of the Association and such a list shall be posted for a period of thirty (30) days in each Fire Station of the City of Sault Ste. Marie on the fifteenth day of January of each year.

9:04 Errors or omissions in a list posted in accordance with Article 9:03 shall be corrected on application of the Association or the employee concerned provided:

- (1) such error or omission relates to the period subsequent to the date of the previous list, and
- (2) the error or omission is brought to the attention of the Fire Chief within fifteen (15) days of the employee's first reasonable opportunity to see the list.

9:05 Once a seniority list has been finalized the only protest which will be considered against the next posted list shall be protests relative to deletions and additions occurring since the date of the previous list.

9:06 (a) An employee transferring from one division to another may return to their former position within six (6) months from the date of the employee's transfer without loss of divisional seniority. Once an employee has completed six (6) months in that division, a employee may request a transfer to the employee's former division and such transfer will be at the discretion of the Chief. However, if the transfer is to the Fire Suppression Division it shall be a rank not higher than a first class firefighter.

(b) Divisional seniority lists shall be prepared and approved by the Chief and the Executive Committee of the Association and such lists shall be posted for a period of 30 days in each fire station on the 15th day of January each year.

10:00 PROMOTIONS AND LAYOFFS

10:01 In the event a permanent position in the Fire Suppression Division under the jurisdiction of the Association becomes vacant, such position shall be filled by the next senior qualified employee that has maintained the required qualifications, acting officer hour requirements and continuing education requirements in line for

such position within thirty (30) days. It is understood that the employee must have the ability to perform the job.

10:02 Where a vacancy occurs in other than the Fire Suppression Division, the position will be posted and preference will be given to the senior applicant with the qualifications and the ability to perform the job. It is acknowledged the applicant must have the ability to perform the job.

- i) The Employer will post annually, necessary qualifications for all Association positions in the SSMFS, including but not limited to Firefighter, Captain, Platoon Chief, Fire Prevention Officer, Fire Mechanical Technician, Mechanical Officer, and Administrative Clerk, at all Fire Stations within the SSMFS.
- ii) All courses required for promotional purposes within the respective Divisions will be as per Policy 1400-17.
- iii) If a revision to the required qualifications is made the Employer will notify the Association a minimum of five (5) business days prior to the revised qualifications being posted.

10:03 A member of the Association hired into a position other than the Fire Suppression Division, who wishes to apply to the Fire Suppression Division as a Firefighter shall apply when the recruitment process is activated. The member must have all the necessary requirements as outlined in the firefighter recruitment posting.

1. Upon successful completion of the firefighter recruitment process, the Employee will be placed on the final qualified list in the order of the Employee's ranking, and will be offered a position in the Fire Suppression Division when his/her rank on the qualified list arises.
2. The Employee will enter the Fire Suppression Division at the bottom rank of a firefighter. Seniority rights for promotion purposes shall be based on the date of entry into the Fire Suppression Division.
3. Service with the Employer, for the purpose of vacation entitlement, sick leave accrual, etc. will be based on the Employee's original hire date.

10:04 An employee who has changed positions shall remain on a trial period for up to six months. If found unsuitable for this position by the Chief during the aforementioned period, such employee shall revert to their former position.

10:05 Lay Off and Recall

In the event of a layoff, it is recognized and agreed that the employee with the least divisional seniority in the affected Division will be the first employee affected.

In the event of a recall in that Division, the employee will be recalled in the reverse order of their respective seniority.

11:00 WELFARE

11:01 The schedule of sick allowance shall be as follows:

24 Hour Shift Rotation

- (a) For employees on the 24-hour shift rotation, on completion of three months of service, sick leave bank will be accrued at the rate of 18 hours per month to a maximum sick bank of 2520 hours.
The first 12 hours of the shift will be referred to as the "Day shift". The second 12 hours of the shift will be referred to as the "Night shift".
- (b) When calling in sick due to Illness/Injury, employees may utilize their sick bank in 12-hour increments. If an employee leaves work sick, such hours will be pro-rated accordingly.
- (c) Employees shall call the Platoon Chief no later than 06:30 hrs when possible to call in sick. If the Employee calls in sick prior to their shift, they are permitted to book off for the Day Shift or Night Shift or both.
- (d) An employee who books off for the Day Shift shall call the Platoon Chief by 16:00 hrs of that scheduled shift to indicate if they will be returning for the Night Shift. If overtime was utilized to cover the absence, such overtime cost will cease at 20:00 hrs, as a result, the Firefighter on overtime will be relieved from duty.

Other / Non-24 Hour

- (a) Upon completion of three months of service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month from the date of employment.
- (b) Sick leave will be reduced on the basis that one shift off sick will result in one day deduction from sick leave.
- (c) Sick leave accumulation in 11:01 (a), (b), shall commence as of January 1, 1983. Accumulation up to December 31, 1982 shall be converted to days and fixed at that amount in the employee's sick leave bank.

11:02 Sick leave means the period of time any employee is permitted to be absent from duty with full pay by virtue of being disabled or sick, or because of accident, or illness for which compensation is not payable under the Workplace Safety and Insurance Act, 1996. The foregoing accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.

Notwithstanding the provisions of this article, sick leave will not be paid to an employee who is absent due to an injury/illness suffered while employed by another employer covered by the Workplace Safety and Insurance Act, 1996. The employee is obligated under this clause to notify both WSIB and the Employer of any such circumstances. If the injury occurred at another employer, SSMFS is not obligated to offer any accommodated work.

11:03 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

- 11:04 Such sick leave to be cumulative, but in no case shall such sick leave exceed a period of 2520 hours. An employee who is absent due to illness or leave of absence for the major portion of the employee's regularly scheduled hours in any month shall not accumulate sick leave as provided in article 11:01, in that month.
- 11:05 Recognized days off shall not be deducted from accumulated sick leave.
- 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 for absences of three 12-hour shifts (for Suppression), three shifts for "other than suppression" or less, the Employer shall pay for the certificate to a maximum of seventy dollars (\$70) upon presentation of an invoice from the medical practitioner.

Employees are responsible to provide return to work clearance certificates prior to the start of their next shift.

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.

- 11:07 An employee in receipt of W.S.I.B. benefits for injuries or illness suffered during the course of employment shall receive full net salary and benefits during such period. During the period an employee received full net salary, all compensation payments shall be deposited with the City. A member's sick bank or vacation credits shall not be reduced while in receipt of W.S.I.B. benefits.
- 11:08 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 \$525.00 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.

Green Shield Extended Health Care - Drug Plan co-insurance reinstated to 90% employer /10% employee. Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care. Each employee shall be provided with the Out-of-Province Travel Plan, 100 % of the cost of such plan will be contributed by the Employer and will not be available to retirees.

Reimbursements for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1,500. Batteries are not eligible.

No OTC drug coverage with the exception of those deemed by the insurer to be "life sustaining". This also applies to those employees who retire after June 1st, 2011 on an O.M.E.R.S. unreduced early retirement pension.

Paramedical Benefit:

- Full chiropractic, physiotherapy, massage therapy and naturopath coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$1,350.00

Psychological Benefit:

- Psychologist or Master of Social Work: up to a combined maximum of \$2,000 per calendar year (employee and dependents).

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.

Each employee shall be provided with the Great West Life Long Term Disability Plan, 100% of the cost will be contributed by the Employer with coverage to a maximum \$7,500 monthly.

Each employee shall be provided with the Green Shield #9 Dental Plan, Rider 3C, (Lifetime Maximum \$3,000), based on current O.D.A. Schedule minus one (1) year, 100% of the cost of the plan will be contributed by the Employer.

Each employee shall be provided with restorative dental coverage, 80% to be paid by the employer and 20% by the employee, based on current O.D.A. schedule minus one year to a maximum of \$2,250 per person per year.

Dental recall for adults (over age 16) to be nine (9) months. Children (age 16 and younger) shall be subject to a six (6) month dental recall.

Overage Dependent Coverage is applied to the Green Shield Dental Plan.

The benefit plan shall pay for the full cost of the following Specialized Diagnostic Tests required by the employee's physician for cancer screening (Protein Specific Antigen, Cancer Antigen 125, Fecal Occult Blood Test). Test results will be between the employee and the physician.

- 11:09 Each employee shall be provided with Group Life Insurance of two times the employee's salary to the nearest \$1,000.00 with double indemnity: 100% of the cost of such plan will be paid by the Employer. The payment of such benefit shall be in accordance with the terms and conditions of the applicable plan "Great West Life policy #320925."
- 11:10 The Employer shall have the right to select the carrier for such plans. All refunds, reductions in premiums, dividends, etc., shall become and remain the sole

property of the Employer. Benefits under any such plan or plans shall not be changed or reduced by the Employer without the consent of the Association.

- 11:11 The Corporation agrees to pay any employee covered by this agreement the difference in regular salary and witness fees when required to act as a Court witness on matters relating to the Employer's business. In addition, when an employee is required to attend Court as a witness on matters relating to the Employer's business during off duty time, such employee shall be paid at the rate of one and one-half times his regular rate, with a minimum of 4 hours at the premium rate, for time so spent. The employee shall provide proof of services, including proof of time spent and amount of payment received. Failure to provide satisfactory proof shall disqualify the employee from such payment or time off.

11:12

- (i) The City shall comply with all Regulations contained in the Ontario Municipal Employees Retirement System (OMERS).

The parties agree that employees covered under O.M.E.R.S. for normal retirement age 60 shall retire no later than the end of the month in which they reach age 60.

Those employees covered under O.M.E.R.S. for normal retirement age 65 shall retire no later than the end of the month in which they reach 65.

- (ii) The parties agree that eligibility for LTD benefits, as set out in 11:08 shall cease when the employee becomes eligible for an OMERS unreduced retirement pension.

- 11:13 The employer agrees to pay the cost of, the Ontario Hospital Insurance Plan, and the Green Shield Extended Health Care Plan - :

Cap Orthotics/Orthopedic shoes at one (1) pair and \$400/year; vision care to include laser eye surgery and an eye examination may be included with the vision care amount to a maximum of \$525.00 every two years effective the 1st of the month following ratification of the memorandum of settlement, 100% of the cost of such plan will be contributed by the Employer. Green Shield Extended Health Care -

Drug Plan co-insurance at 90% employer/10% employee; a cap on dispensing fees - \$10.00 maximum per prescription; Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care.

Paramedical Benefit - Full chiropractic, physiotherapy and massage therapy coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of \$1350.00. These benefits are provided for employees who retire on an O.M.E.R.S. unreduced early retirement pension. Such benefits shall be paid for the retired employee to age

65. At age 65, the retiree will cease access to the aforementioned benefit plan and will only be entitled to HCSA of \$1000 to age 75. Such benefits shall not apply to a retired employee who is employed elsewhere.

Such benefits shall be paid for a deceased member's surviving spouse and dependent children for a period of twenty-four (24) months following the member's death or until the date as of which the retiree would have attained age 65 or until the surviving spouse remarries, whichever occurs first.

11:14 Pregnancy and Parental Leave

An employee on pregnancy/parental leave shall be entitled to receive Supplementary Employment Benefit (S.E.B.) equal to eighty percent (80%) of their normal weekly earnings for the one (1) week waiting period for Employment Insurance and a topping up of their Employment Insurance benefits to seventy five percent (75%) of their normal weekly earnings for the following seventeen (17) weeks of such leave.

The employee receiving the top-up will present proof of the Employment Insurance amount to the Human Resources Department by way of a copy of the Employment Insurance cheque stub.

The City will not be responsible in any manner for the repayment of any Employment Insurance payable by the employee upon completing his/her personal income tax return for the year of the leave in accordance with Canada Revenue Agency rules.

The Corporation shall provide Pregnancy/Parental Leave in accordance with the provisions of the Employment Standards Act for the remaining duration of such leave.

Proof of EI receipts is required.

12:00 GRIEVANCE PROCEDURE

12:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within 15 working days of the occurrence of the incident which gave rise to the matter in dispute. Any employee or group of employees of the Fire Services covered by this agreement who is of the opinion that the employee has been unjustly disciplined, suspended, superseded, discharged, or unreasonably denied leave of absence, shall have the right to have the case investigated and to be represented by a Committee of the Association.

STEP 1: The employee assisted by an officer of the Association shall discuss the case with the Fire Chief within 15 working days of filing the grievance, barring any unforeseen circumstances for either party. The Fire Chief shall render his decision in writing together with the reason therefore, within five (5) working days of the hearing.

STEP 2: If the Committee considers that a satisfactory settlement was not reached at Step 1, it may within five (5) working days of receipt of the Step 1 reply request a hearing within 15 days of the request, barring any unforeseen circumstances by either party, by the Commissioner of Human Resources, or designated representative. Such request shall state the reason or reasons the answer at Step 1 was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or his designated representative shall render a decision within five (5) working days of the hearing.

STEP 3: If the Committee considers that a satisfactory settlement was not reached at Step 2, it may within five (5) working days of receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. This hearing shall be held within 15 working days of the request, barring any unforeseen circumstances by either party. The Chief Administrative Officer shall render a decision within five (5) working days of the hearing.

STEP 4: If the Committee considers that a satisfactory settlement was not reached at Step 3, it may within five (5) working days of receipt of the Step 3 reply, request that the grievance be referred to Arbitration pursuant to the Fire Protection and Prevention Act 1997.

12:02 In the event that any employee or group of employees who have been unjustly discharged or suspended shall be reinstated as the result of such settlement of any disagreement as aforesaid, such reinstatement shall be made without loss of time, pay or seniority to such employee.

12:03 No employee shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement, which in the opinion of the Arbitration Board or single Arbitrator, it is deemed to be just and equitable.

12:04 Any employee or group of employees having a grievance which the employee wishes the Committee of the Association to represent for such employee shall put the grievance in writing on the grievance form adopted by the Association. The Committee of the Association shall abide by the steps on the grievance form.

12:05 In the matter of a grievance a Board of Arbitration or Arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions, or the provisions of the Fire Protection and Prevention Act, 1997.

13:00 STRIKES AND LOCKOUTS

The Association agrees that they will at no time enter into or participate in any strike or join any sympathetic strike with or for any other organization.

14:00 CLOTHING AND TURN-OUT GEAR

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

- 1 Uniform which includes one tunic and one pair of pants (every 5 years) starting 1995 and every five years thereafter.
- 1 - Pair Coveralls (as required)
- 1 - Sweater (every 2 year) starting 1993
- 4 - Uniform shirts (annually)
- 2 - T-Shirts - navy blue (annually)
- 2 - Pair Station Wear Pants (annually)
- 1 All-Season coat (every 5 years) starting 2001
- 1 - Tie (every 2 years) starting 1992
- 1 - Uniform Cap (every 5 years if required by employee) starting 1992
- 1 - Winter Hat (every 4 years) starting 1992
- 1 - Casual Cap - Fire Dept. Approved (every 2 yrs) starting 1992 - to be worn as directed by the Fire Chief. The same as other items of clothing issued are governed.
- 1 - \$180.00 boot allowance to the Support Services Mechanic, Training Officer & Fire Suppression Division (every 2 calendar years)

14:02 The City agrees to provide NFPA standard equipment when required at the discretion of the Chief or designate as follows:

- Gloves
- Boots
- Helmet
- Turnout Gear
- Balaclava

14:03 The Fire Prevention and Public Education Division will be provided the following articles of clothing and wearing apparel:

- 1 - Uniform Cap (annually)
- 1 - Casual Cap (every 2 year) starting 1992
- 1 - Winter Hat (every 4 years) starting 1992
- 1 - Sweater (every 2 years) starting 1993
- 1 - Boot Allowance of \$90.00 (annually)
- 1 - Uniform which includes 2 pair pants (annually)
- 1 - All Season coat (every 5 years) starting 2001
- 1 - Pair coveralls (as required)
- 4 - Dress shirts (annually)
- 1 - Tie (every 2 years) starting 1992

Fire Prevention and Public Education Officers shall be provided a dry-cleaning allowance of \$115.00 (annually).

- 14:04 It is a desire of the Sault Ste. Marie Professional Firefighters Association and the Sault Ste. Marie Fire Services that when an employee is not in need of a new portion of the uniform clothing package, the employee is encouraged to notify the Platoon Chief or the Office, of such employee's clothing requirements for the upcoming year.

15:00 SCHEDULE OF WAGES

- 15:01 The Schedule of Wages shall be provided in Schedule "A" attached to and forming part of this agreement.

15:02 RECOGNITION PAY

Effective April 15, 2016, employees in the Mechanic Division staff and Training Division staff of the Sault Ste. Marie Fire Services will be paid recognition pay of 3/6/9 after 8/17/23 years of service. It is understood that Mechanical and Training staff will not receive service pay once recognition pay is implemented.

- 15:03 All employees in the Suppression Division working on a Statutory Holiday will be paid at a rate of 1.5x (one and a half times their regular rate of pay) for twelve (12) hours. The Block of time agreed to constitute the statutory holiday commences at 8:00 A.M. the day of the statutory holiday and ends at 8:00 P.M. the same day for those firefighters (suppression group) actively at work at that time.

It is agreed and understood that any call out on a Statutory Holiday will only be compensated at 1.5x (one and a half their regular rate of pay).

16:00 CONTRACTING OUT

- 16:01 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee or a person who is not an employee of the Corporation.

17:00 TECHNOLOGICAL CHANGE

- 17:01 Where possible and if known in advance, at least 60 days prior the City will provide notice to the introduction or implementation of substantial technological changes or mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes.

Such prior notice shall contain relevant information respecting the nature and degree of change, the date or dates on which the Corporation plans to effect the change.

18:00 GENERAL

- 18:01 All fire trucks on active duty shall have an officer in charge of them at all times, unless this is prevented by accident to or sickness of Fire Services Personnel.
- 18:02 Once in each year the employee may notify the Fire Chief in writing in which Fire Hall they prefer to work. Notwithstanding this provision the implementations of such requests shall be at the discretion of the Fire Chief and Deputy Fire Chief of Operations.
- 18:03 Throughout the term of the Collective Agreement the employer will continue its general Municipal liability coverage in the form and upon the terms expressed in the current Royal Insurance Policy #5988612, or its equivalent.
- 18:04 Where the employee of the SSM Fire Services is charged with criminal or statutory offense flowing from the employee's duties and is subsequently acquitted of such charges, the employee shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitor's Act and incurred as a result of such charges. The Corporation further agrees that it will continue the coverage under its present existing general liability insurance or equivalent coverage as specified in article 18:03 herein.
- 18:05 An employee who is authorized to use their vehicle on city business shall be reimbursed on the basis of the current mileage rate paid to other city employees.
- 18:06 Employees scheduled to attend Ontario Fire College/Regional Training Centers or all other Training as determined by the Fire Chief or designate will follow the following:
- I. Employees shall also be granted equivalent lieu time for travel days to attend Ontario Fire College or other course offerings, only when such travel days fall on a regularly scheduled day off.
 - II. Lieu time referred to herein shall be taken on the next regularly scheduled rotation of day shifts, immediately following completion of the course, and shall be taken consecutively.
 - III. Such scheduled lieu days shall be approved by the Fire Chief or designate.
 - IV. The City agrees to pay three hundred dollars (\$300.00) to employees who utilize their personal vehicle to attend the Ontario Fire College to participate in educational programs as approved by the Chief.

- V. Any employee called-in on their schedule day off for "testing" will be paid at a rate of time and one half, in quarter hour segments, from the scheduled time the events starts to the time that the event is finished. This includes, Class exams and Course exams, written and practical components.
- VI. For those employees writing during their regularly scheduled shift, Fire Management will authorize the call-in, as per the above, of an employee to cover any Employee who is scheduled to work during a Class or Course exam.

18:06 (a) Change of Work Schedule for Training

The Fire Chief may schedule an employee out of the 24-hour shift rotation for the purpose of receiving additional training for two weeks per year maximum to a combined total of 10 days, with no less than 45 days advanced notice to firefighters. Further, the parties can meet to discuss alternative dates to replace training dates which conflict with their personal schedules and such alternative dates shall not be unreasonably refused.

Credited Hours of Training

With respect to attending training out-of-town, employees shall be compensated with a 10-hour shift in lieu for each day of training at the Fire College or other course offering. With respect to training conducted *in town*, employees shall be compensated with actual hours of training in lieu.

Out-of-Town – Training conducted 200 KM or more from SSMFS #1 Station

In-Town – Training conducted less than 200 KM from SSMFS #1 Station

Preparation for Training or Travel Lieu-Time – For a regularly scheduled shift that is scheduled to be completed at 8 am on the day of training or travel, the employee will be scheduled off-shift at 8 pm on the previous evening of that shift. These hours will be considered lieu-time for the compensation calculation. The employee that is off due to preparation for training may not work overtime, change of shift or any other reason that would cause them to be working during that time. An employee that is scheduled to travel to out-of-town training or attend training may not work overtime, change of shift or any other reason that would cause them to be working after 8 pm on the previous evening. This does not limit the rights of the Fire Chief under the Fire Prevention and Protection Act, 43 (7).

Post-Training Lieu-Time – When an employee has attended *out-of-town* training and is scheduled to return to regularly scheduled duty at 8 am on the day following the completion of training, the employee will be scheduled off-duty until 8 pm of that shift. These hours will be considered lieu-time for the compensation calculation. The employee that is off due to for post-training lieu-time may not work overtime, change of shift or any other reason that would cause them to be working during that time. An employee may not work

overtime, change of shift or any other reason that would cause them to be working before 8 pm on the day following the completion of an **out-of-town** course. This does not limit the rights of the Fire Chief under the Fire Prevention and Protection Act, 43 (7).

Compensation Calculation – [Credited hours of training + Travel Time] – [Lieu-Time + 24 hour Schedule Shift Hours]

Compensation – Compensation for additional hours will be at a premium rate (time and one half) with the exceptions noted within this document. The Employer will not claw-back wages when the compensation hours are less than the hours the employee would have worked during their regularly scheduled hours of work. Any compensation for training will not move your name in the overtime list.

Other Durations of Training – When the duration of training is other than five (5) scheduled days, compensation calculation will be conducted in a similar manner in consultation with the Association.

In-Town Single-Day Training – The employee will be return to regularly scheduled duties immediately following training that is conducted on a regularly scheduled day of work. The employee will be compensated at a premium rate for actual hours of training when conducted on a regularly scheduled day off.

18:07 Effective February 1, 2000 the Employer agrees to provide a \$100.00 weekly expense allowance to each employee attending the Ontario Fire College or other out of town offerings as approved by the Fire Chief.

In addition, the Employer agrees to pay \$145.00 for a return trip home from the Fire College, provided that:

- (i) The employee attends the Fire College/Out of Town RTC for a period of two consecutive weeks or more.
- (ii) The employee does come home and returns to the College/Out of Town RTC.
- (iii) The employee uses their own vehicle to make that trip.
- (iv) The employee files a claim for the payment on completion of the course at the Fire College/Out of Town RTC.
- (v) The above amount will be adjusted as necessary to maintain the same level of payment as provided by the Ontario Fire College/Out of Town RTC.

18:08 The employer will provide a copy of the "Master Policy" of all benefits to the Association.

18:09 The Employer agrees to pay the cost of DZ medical examinations for Employees up to a maximum of \$125.00 per examination and up to \$70.00 per Mechanic for Mechanical Licensing/Certification. Employees are required to provide receipts for payment.

19:00 CLERICAL POSITIONS

19:01 Notwithstanding the provisions of Articles 5:00 and 15:02, the clerical staff shall work a 35 hour work week and shall not be entitled to service pay.

19:00 TERM OF AGREEMENT

19:01 This agreement shall be effective from the first day of February 2021 to December 31st, 2023, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of December in any year, of its desire to amend the Agreement.

19:02 If either party desires a change in the agreement, said party shall give written notice of the proposed change to the other party not less than 30 days before the 31st day of December in any year and both parties shall thereupon negotiate in good faith with respect to the matters referred to in the notice.

IN WITNESS WHEREOF the parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED **THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

CHRISTIAN PROVENZANO, MAYOR

RACHEL TYCZINSKI, CITY CLERK

**THE SAULT STE. MARIE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION - LOCAL 529**



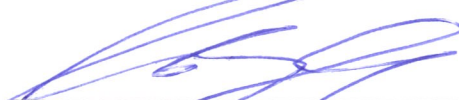
CHRIS MEI, PRESIDENT



MARK MORGENSTERN, VICE-PRESIDENT



CHRIS PLOTYCIA, SECRETARY



JOSHUA SCOTT, TREASURER

SCHEDULE "A"

Communications Operator – See Letter of Understanding – Communications Operator

- (a) Any Firefighter permanently disabled because of sickness or accident, but able to do light duty, shall be assigned to fill the position of Communications Operator and shall be paid at the rate of 3rd class firefighter. This provision shall not apply to short-term disabilities.
- (b) Salaries for probationer, 4th class, 3rd class and 2nd class firefighters shall be calculated as follows:
 - 2nd Class Firefighter to be 90% of 1st Class rate
 - 3rd Class Firefighter to be 80% of 1st Class rate
 - 4th Class Firefighter to be 70% of 1st Class rate
 - Probationer Firefighter to be 60% of 1st Class rate

SCHEDULE "A"

RANK	February 1 st , 2021	
	Annual	Hourly
Platoon Chief (127%)		
0% (0 – 8 years) Base Rate	\$131,744	\$60.322
3% (9 – 17 years)	\$134,856	\$61.747
6% (18 – 23 years)	\$137,968	\$63.172
9% (24 + years)	\$141,081	\$64.597
Captain (119%)		
0% (0 – 8 years) Base Rate	\$123,445	\$56.523
3% (9 – 17 years)	\$126,558	\$57.948
6% (18 – 23 years)	\$129,670	\$59.373
9% (24 + years)	\$132,782	\$60.797
Training Officer (125%)		
0% (0 – 8 years) Base Rate	\$129,670	\$59.373
3% (9 – 17 years)	\$132,782	\$60.797
6% (18 – 23 years)	\$135,894	\$62.222
9% (24 + years)	\$139,006	\$63.647
Public Education Officer (112%)	\$116,184	\$53.198
2 nd Class	\$104,566	\$47.878
3 rd Class	\$92,947	\$42.558
4 th Class	\$81,329	\$37.239
Probationer	\$69,710	\$31.919
Fire Prevention Officer (112%)		
0% (0 – 8 years) Base Rate	\$116,184	\$53.198
3% (9 – 17 years)	\$119,296	\$54.623
6% (18 – 23 years)	\$122,408	\$56.048
9% (24 + years)	\$125,520	\$57.473
FPO – 2 nd Class	\$104,566	\$47.878
FPO – 3 rd Class	\$92,947	\$42.558
FPO – 4 th Class	\$81,329	\$37.239
FPO – Probationer	\$69,710	\$31.919
Fire Prevention & Planning (75%)	\$77,802	\$35.624
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	\$103,736	\$47.498
3% (9 – 17 years)	\$106,848	\$48.923
6% (18 – 23 years)	\$109,960	\$50.348
9% (24 + years)	\$113,072	\$51.773
Firefighter – 2 nd Class	\$93,362	\$42.748
Firefighter - 3 rd Class	\$82,989	\$37.998
Firefighter - 4 th Class	\$72,615	\$33.249
Firefighter – Probationer	\$62,241	\$28.499
Firefighter Cadet 3 rd year	\$72,615	\$33.249
Firefighter Cadet 2 nd year	\$67,428	\$30.874
Firefighter Cadet 1 st year	\$62,241	\$28.499

Mechanical Officer (115%)		
3% (9 – 17 years)	\$122,408	\$56.048
6% (18 – 23 years)	\$125,520	\$57.473
9% (24+ years)	\$128,632	\$58.898
Level 4 (0 – 8 years)	\$119,296	\$54.623
Level 3	\$116,184	\$53.198
Level 2	\$110,997	\$50.823
Level 1	\$105,810	\$48.448
Support Services Mechanic (97%)		
3% (9 – 17 years)	\$103,736	\$47.498
6% (18 – 23 years)	\$106,848	\$48.923
9% (24+ years)	\$109,960	\$50.348
Level 4 (0 – 8 years)	\$100,624	\$46.073
Level 3	\$95,437	\$43.698
Level 2	\$90,250	\$41.323
Level 1	\$85,063	\$38.948
Administrative (57%)		
Administrative Clerk – Level 3	\$59,129	\$32.489
Administrative Clerk – Level 2	\$56,017	\$30.779
Administrative Clerk – Level 1	\$52,905	\$29.069

SCHEDULE "A"

RANK	January 1 st , 2022	
	Annual	Hourly
Platoon Chief (127%)		
0% (0 – 8 years) Base Rate	\$133,062	\$60.926
3% (9 – 17 years)	\$136,206	\$62.365
6% (18 – 23 years)	\$139,349	\$63.804
9% (24 + years)	\$142,492	\$65.243
Captain (119%)		
0% (0 – 8 years) Base Rate	\$124,681	\$57.088
3% (9 – 17 years)	\$127,824	\$58.527
6% (18 – 23 years)	\$130,967	\$59.966
9% (24 + years)	\$134,110	\$61.405
Training Officer (125%)		
0% (0 – 8 years) Base Rate	\$130,967	\$59.966
3% (9 – 17 years)	\$134,110	\$61.405
6% (18 – 23 years)	\$137,253	\$62.845
9% (24 + years)	\$140,397	\$64.284
Public Education Officer (112%)	\$117,346	\$53.730
2 nd Class	\$105,611	\$48.357
3 rd Class	\$93,877	\$42.984
4 th Class	\$82,142	\$37.611
Probationer	\$70,407	\$32.238
Fire Prevention Officer (112%)		
0% (0 – 8 years) Base Rate	\$117,346	\$53.730
3% (9 – 17 years)	\$120,490	\$55.169
6% (18 – 23 years)	\$123,633	\$56.608
9% (24 + years)	\$126,776	\$58.047
FPO – 2 nd Class	\$105,611	\$48.357
FPO – 3 rd Class	\$93,877	\$42.984
FPO – 4 th Class	\$81,142	\$37.611
FPO – Probationer	\$70,407	\$32.238
Fire Prevention & Planning (75%)	\$78,580	\$35.980
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	\$104,774	\$47.973
3% (9 – 17 years)	\$107,917	\$49.412
6% (18 – 23 years)	\$111,060	\$50.851
9% (24 + years)	\$114,203	\$52.291
Firefighter – 2 nd Class	\$94,296	\$43.176
Firefighter - 3 rd Class	\$83,819	\$38.378
Firefighter - 4 th Class	\$73,342	\$33.581
Firefighter – Probationer	\$62,864	\$28.784
Firefighter Cadet 3 rd year	\$73,342	\$33.581
Firefighter Cadet 2 nd year	\$68,103	\$31.182
Firefighter Cadet 1 st year	\$62,864	\$28.784

Mechanical Officer (115%)		
3% (9 – 17 years)	\$123,633	\$56.608
6% (18 – 23 years)	\$126,776	\$58.047
9% (24+ years)	\$129,919	\$59.487
Level 4 (0 – 8 years)	\$120,490	\$55.169
Level 3	\$117,346	\$53.730
Level 2	\$112,108	\$51.331
Level 1	\$106,869	\$48.932
Support Services Mechanic (97%)		
3% (9 – 17 years)	\$104,774	\$47.973
6% (18 – 23 years)	\$107,917	\$49.412
9% (24+ years)	\$111,060	\$50.851
Level 4 (0 – 8 years)	\$101,630	\$46.534
Level 3	\$96,392	\$44.135
Level 2	\$91,153	\$41.737
Level 1	\$85,914	\$39.338
Administrative (57%)		
Administrative Clerk – Level 3	\$59,721	\$32.814
Administrative Clerk – Level 2	\$56,577	\$31.087
Administrative Clerk – Level 1	\$53,434	\$29.359

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to his/her Firefighter class level."

***Schedule A 2023: wage adjustment for 2023 for a First Class Firefighter is to within \$100 of a First Class Police Constable (Uniform Police) upon a settlement by Police Association and the Police Board at the appropriate time. At time of Collective Agreement printing, Police have not settled 2023 wages.**

SCHEDULE "B"

2022 Work Schedule – 24 Hour Shifts

PLATOON



JANUARY

SUN	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY

SUN	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

SUN	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FEBRUARY

SUN	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

JUNE

SUN	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

SUN	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH

SUN	M	T	W	T	F	S
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13	14	15	16	17	18	19
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27	28	29	30	31		

JULY

SUN	M	T	W	T	F	S
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31						

NOVEMBER

SUN	M	T	W	T	F	S
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APRIL

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AUGUST

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DECEMBER

SUN	M	T	W	T	F	S
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11	12	13	14	15	16	17
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25	26	27	28	29	30	31

SCHEDULE "B"

2023 Work Schedule – 24 Hour Shifts

PLATOON



JANUARY

SUN	M	T	W	T	F	S
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22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	M	T	W	T	F	S
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26	27	28				

MARCH

SUN	M	T	W	T	F	S
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26	27	28	29	30	31	

APRIL

SUN	M	T	W	T	F	S
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23	24	25	26	27	28	29
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MAY

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21	22	23	24	25	26	27
28	29	30	31			

JUNE

SUN	M	T	W	T	F	S
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18	19	20	21	22	23	24
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JULY

SUN	M	T	W	T	F	S
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23	24	25	26	27	28	29
30	31					

AUGUST

SUN	M	T	W	T	F	S
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27	28	29	30	31		

SEPTEMBER

SUN	M	T	W	T	F	S
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OCTOBER

SUN	M	T	W	T	F	S
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22	23	24	25	26	27	28
29	30	31				

NOVEMBER

SUN	M	T	W	T	F	S
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DECEMBER

SUN	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

LETTER OF UNDERSTANDING

Transfer of Personnel Policy

1. The Corporation agrees to the annual realignment of platoons for the purpose of vacation selection and acting ranks in accordance with an employee's seniority.
2. The employer agrees to discuss a preview of the annual platoon re-alignment with the association for input and suggestions on conflicts and/or errors and omissions.
3. For the purpose of any Platoon transfer or Platoon re-alignment, the member shall not work greater than seven (7) shifts in his/her 28-day rotation. If the member is required to work greater than seven (7) shifts in the 28-day rotation, he/she shall be paid the rate of 1.5x (one and a half times the regular rate of pay) for all hours worked.

Temporary Transfer

4. The Employer shall have the right to temporarily transfer the junior Fire Fighter on each platoon who is on duty at the time the reassignment is required.
5. A Fire Fighter on platoon transfer shall be allowed to take his/her vacation as scheduled to the closest 24-hour period available (i.e.: As the vacation day was scheduled on a different rotation on the original platoon, he/she will be given the choice of the nearest working day prior to or after that day on the new platoon).
6. It is agreed that a temporary transfer as outlined above, the Chief will notify with the association and provide the necessary information related to such platoon transfer as soon as possible.

Promotional Transfer Mid-Year

7. The Employer may transfer the most senior Acting Member to realign for a permanent promotion mid-year. For the purpose of this promotional transfer, the member shall be allowed to take his/her vacation as scheduled to the closest 24-hour period available (either the day before or after).
8. It is agreed that such a promotional transfer as outlined above, the Chief will notify with the association and provide the necessary information related to such platoon transfer.

AGREED TO THIS 14th DAY OF October, 2021

ON BEHALF
THE ASSOCIATION

"Chris Mei"

"Mark Morgenstern"

"Chris Plotycia"

"Josh Scott"

ON BEHALF OF
THE CITY

Peter Niro

"Peter Johnson"

"Paul Milosevich"

"Stu Cole"

"Ida Bruno"

LETTER OF UNDERSTANDING

Communications Operator

The City agrees to establish a cadet system to perform the duties of Communications Operator which shall be the entry position into the Firefighting services.

As it is the interest of the City to utilize cadets as both Communications Operators and as firefighters, as necessary, the entry requirements for a cadet will be the same as applied to firefighters.

The City agrees to hire cadets to fill the Communications position at the following rates:

1 st year	-	60% of 1 st class firefighter rate
2 nd year	-	65% of 1 st class firefighter rate
3 rd year	-	70% of 1 st class firefighter rate

An employee shall remain as a Communications Operator until such time as a vacancy occurs for a firefighter and then the senior qualified communications operator shall be assigned as a fourth class firefighter.

A new employee shall be on probation for the first twelve months of employment; a maximum of six (6) months shall be served as Probationary Communication Operator and the remainder of the twelve (12) months as a Probationary Firefighter.

The termination of employment during any such probation periods shall not be the subject of a grievance.

Communications operators will be assigned to firefighting duties to fill temporary vacancies as required and shall be paid at their regular rate of pay.

A regular firefighter who is capable of performing light duty shall be assigned temporarily to the Communications Operator position at his regular rate of pay. In the event of a dispute over the ability of a employee to perform such duties, the final determination will be based on medical evidence.

AGREED TO THIS 16th DAY OF April, 2016

ON BEHALF
THE ASSOCIATION

"Rob Greve"

"Richard Bishop"

"Murray McGrath"

ON BEHALF OF
THE CITY

"Marcel Provenzano"

"Frank Brescacin"

"Peter Niro"

LETTER OF UNDERSTANDING

Health & Safety Committee

It is mutually agreed that the parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees.

The City will make all reasonable provision for the safety and protection of the health of the employees.

The Union agrees that a Worker Representative(s) will be selected for participation in the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

The Union agrees Worker members of the Committee will attend and participate in Joint Health and Safety meetings in accordance with the Occupational Health and Safety Act.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2022-138

EMPLOYEES: A by-law to amend By-law 2004-234 (being a by-law to adopt hiring policies).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 270(2) of the *Municipal Act*, 2001, **ENACTS** as follows:

1. **BY-LAW 2004-234 AMENDED**

By-law 2004-234 is amended by deleting Schedule “A” and inserting the new Schedule “A” attached to By-law 2022-138 hereto.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2022\\2022-138 Hiring Policies.doc

SUBJECT: HIRING OF RELATIVES	
File in Section: EMPLOYMENT PRACTICES	
Effective Date: March 12, 1982	Page 1 of 2
Revision Date: July 11, 2022	
Approved by: By-law 2022-138	

Purpose:

The Corporation of the City of Sault Ste. Marie ("the City") supports the hiring of employees on the basis of merit. The City does not prohibit nor discourage the hiring of more than one member of a family, however, the intent of this policy is to avoid the creation or continuing employment situation where there is a potential of bias or conflict of interest. When filling all vacancies the City's hiring process is conducted in a fair, open, transparent and equitable manner.

The City will not knowingly employ a relative in a direct or indirect supervisory relationship in which one relative has authority, or influence over a relative's employment in matters that are not limited to but include matters of monetary gain, performance evaluations, career growth and discipline.

Definitions:

Relative: Is defined as follows and includes those individuals who identify as non-binary:

Spouse: Means a person to whom the employee is married, and includes a common law spouse and same sex partners as defined by the Ontario Human Rights Code;

Child: All children, including stepchildren;

Parent: Includes stepparents;

Sibling: Brothers and sisters includes stepbrothers and stepsisters;

In-laws: Includes mother and father in-laws, sister and brother in-laws, and son and daughter in-laws.

Supervision: Is an employment relationship where one relative has a direct or indirect authority over another relative's employment through decisions, recommendations or judgements related or influence to:

- The approval/denial of increments/performance pay
- The assignment and approval of overtime
- The negotiation of salary level
- The conduct of performance appraisals/discipline
- The assignment or direction of work assignments
- The approval of leaves of absence

SUBJECT: HIRING OF RELATIVES	
File in Section: EMPLOYMENT PRACTICES	
Effective Date: March 12, 1982	Page 2 of 2
Revision Date: July 11, 2022	
Approved by: By-law 2022-138	

Policy:

Due to the potential for perceived or actual conflicts of interest, the following restrictions apply. The City shall not hire, transfer, promote or assign an individual to a department/division which will result in the individual being in a supervisory relationship with a relative.

No person shall participate directly or indirectly or influence the outcome of a selection process or appointment, hiring, promotion, supervision, discipline or evaluation of a relative. As well, no person shall be hired, transferred or promoted to a position under any supervisory responsibility of a relative.

Employees must declare a conflict to the division head when a family relationship develops that puts them in a supervisory relationship.

As the intent of this policy is to protect both the City and the individual employee, each employee has a responsibility to inform his/her supervisor, or the Director of Human Resources, of any actual or perceived conflict of interest.

Employees who fail to disclose a conflict of interest to his/her supervisor, or the Director of Human Resources, shall be subject to appropriate disciplinary action that may include suspension or termination of employment.

Any exceptions that divert from this established policy must be reviewed with Human Resources and documented. If circumstances necessitate a departure from this policy, Council will be advised of the circumstances before moving forward.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2020-215

LANE CLOSING & CONVEYANCE: (MAP 53) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Tagona Subdivision, Plan 7882.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2020-214;

NOW THEREFORE 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. **LANE CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The lane more particularly described as Part PIN 31607-0284 (LT) PT LANE PL 7882 KORAH ABUTTING LTS 577-586 & 612-613 PL 7882; SAULT STE. MARIE, Tagona Subdivision, Plan 7882, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

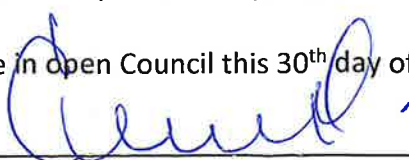
3. **EASEMENTS TO BE RETAINED**

The lane is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 30th day of November, 2020.


MAYOR - CHRISTIAN PROVENZANO


CITY CLERK – RACHEL TYCZINSKI

LANE CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Tagona Subdivision, Plan 7882, PT PIN 31607-0284 (LT) PT LANE PL 7882 KORAH; PT 1 & 2 1R13893; SAULT STE. MARIE.

Read the **THIRD** time in open Council and passed this 11th day of July, 2022.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2022\\2020-215 THIRD READING.docx

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